

VILLAGE PRESIDENT
Ray Danford

VILLAGE CLERK
Jerry Menard

VILLAGE TRUSTEES
Rita Baker
Charlie Mattern
Kevin Groth
Corby Valentine
Steve Smith
Tony Miller

VILLAGE OF FREEBURG

FREEBURG MUNICIPAL CENTER
14 SOUTHGATE CENTER, FREEBURG, IL 62243
PHONE: (618) 539-5545 • FAX: (618) 539-5590
Web Site: www.freeburg.com

VILLAGE ADMINISTRATOR
Dennis Herzing

VILLAGE TREASURER
Bryan A. Vogel

PUBLIC WORKS DIRECTOR
Ronald Dintelmann

POLICE CHIEF
Melvin E. Woodruff, Jr.

VILLAGE ATTORNEY
Stephen R. Wigginton

January 14, 2008

NOTICE

MEETING OF THE PUBLIC PROPERTY COMMITTEE (Streets/Municipal Center/Pool/Parks & Recreation) (Miller/Baker/Valentine)

A Public Property Committee Meeting of the Village of Freeburg will be held at the Municipal Center, Executive Board Room, on Wednesday, January 16, 2008 at 6:30 p.m.

PUBLIC PROPERTY COMMITTEE MEETING AGENDA

SWIMMING POOL:

- A. Old Business
 - 1. Fundraising
 - 2. Pool bids
- B. New Business

- A. Old Business
 - 1. Approval of 12/19/07 minutes
 - 2. Streetscape – HMG/N. Main Street Drainage Problem
 - 3. Swipe Card Access
 - 4. Code revision for lot grades
 - 5. Ditch cover - Potter/Walnut Street
 - 6. Industrial Park
 - 7. MFT
 - 8. Rogers home
 - 9. Drainage around Jerry Menard's home
- B. New Business
 - 1. Stop sign request from St. Joe's
 - 2. Speed limit on SAVE Road
 - 3. Highway Authority Agreement
- C. General Concerns
- D. Public Participation
- E. Adjourn

At said Public Property Committee Meeting, the Village Trustees may vote on whether or not to hold an Executive Session to discuss potential litigation [5 ILCS, 120/2 - (c)(11)]; the selection of a person to fill a public office [5 ILCS, 120/2 - (c)(3)]; personnel [5 ILCS, 120/2 - (c)(1) a.] or real estate transactions [5 ILCS, 120/2-(c)(5)].

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Public Property Committee Meeting
Streets/Municipal Center/Pool/Parks & Recreation
(Miller/Baker/Valentine)
Wednesday, January 16, 2008 at 6:30 p.m.

The meeting of the Public Property Committee was called to order at 6:29 p.m. on Wednesday, January 16, 2008, in the Municipal Center. Those in attendance were Trustee Tony Miller, Trustee Rita Baker, Trustee Corby Valentine, Trustee Steve Smith, Mayor Ray Danford, Village Clerk Jerry Menard, Administrator Dennis Herzing, Public Works Director Ron Dintelmann and Assistant Public Works Director John Tolan. Guest present: Janet Baechle.

SWIMMING POOL:

OLD BUSINESS:

1. Fundraising: Nothing new.
2. Pool bids: Nothing new.

Tony asked when the RFQs were supposed to be submitted and Dennis advised they are due the 18th. We will have them a week before the Committee as a Whole to review. Dennis advised Julie has sent out letters to all the kids who worked at the pool last year to see if they want to come back and has also talked to the managers. Tony said we can invite the managers to the meeting in February. Rita advised she has talked to them and they all want to come back.

NEW BUSINESS: None.

STREET:

OLD BUSINESS:

1. Approval of 12/19/07 minutes: *Trustee Corby Valentine motioned to approve the December 19, 2007 minutes and Trustee Rita Baker seconded the motion.* All voting aye, the motion carried.
2. Streetscape – HMG/Karla Thies Drainage Problem: Ron asked if we were committed to HMG for streetscape and Tony replied no, they were just the ones that brought it to our attention. Ron would like to look for someone else. Ron advised that he talked to Randy Kasper who advised the cleaned out ditch did not back up. There is still one area that needs to be cleaned. It was noted we did clean along the railroad tracks. Ron said something more might have to be done with that ditch when we start covering them up. Rhutasel was out there

Street Committee Meeting Minutes

Wednesday, January 16, 2008

Page 1 of 5

the other day looking to establish a route for the electric. Ron said it might be possible to get a sidewalk on the east side as part of the streetscape. We might talk to some of the owners to buy some strips of land to make the right-of-way larger to incorporate a sidewalk. Ron said you'll have to fill the ditch up by Kaspers. Ron also said we'll have to have a plan in order to apply for the grants and further stated we'll be able to do the sidewalk portion of the work ourselves but when it gets into box culverts, we don't have the equipment to do that ourselves. Ron advised the light at State and Main is not a crosswalk. Tony talked about the 3-5 year plan making Monroe a through street by MarketPlace.

3. Swipe Card Access: Dennis advised we have a meeting set up next week. Mel told Dennis the police department has been talking about new identification badges. The meeting with the firm next week is primarily to talk to them about equipment to make id badges, but they also do swipe card access. We will need to decide if we want badges for all employees, part-time employees, officials, etc. The firm did this for the Belleville Police Department and they were very pleased with it.

4. Code revision for lot grades: Nothing new.

5. Ditch cover - Potter/Walnut: Nothing new. Tony said we need to get this done before the spring rains get here.

6. Industrial Park: Dennis advised the closing is set for the 22nd. He has also been talking to Bill Holtzmann who is the guy that just annexed into the Village. His business is in the Belleville Industrial Park and he wants to expand and wants to consider building a new facility here. Mr. Holtzmann is looking for any incentives that we could offer. Dennis explained to him that some of the incentives that Belleville offered, we can't, i.e. enterprise zoned (so no sales tax), he probably also got some real estate tax abatement that the County was willing to give him as he came from Fenton, Missouri. Dennis told him we wouldn't be able to get those same incentives coming from Belleville to Freeburg. Total Titanium was different because they would be coming from Randolph County. Dennis asked for any ideas and advised he is a manufacturer who has a contract with Anheuser-Busch for their logo on Rubbermaid products. He does about 4.5M a year and is looking to build about a 20,000 square foot warehouse. Dennis is pursuing it but struggling with what incentives to offer him. Keep in mind he is still seeing what Freeburg/Belleville can offer. Dennis said he is perfectly fine with going back to Bill and advise him we can't offer any more. It was discussed possibly reducing his electric rate for a number of years. Dennis said another option would be to abate the Village's portion of his real estate tax, i.e. 90% first year, 80% second year, to eventually go away. Holtzmann would like to make a decision and start this spring which would also help for others to see the expansion/building out there. Dennis said he could get back with Bill, tell what we can't do, they say we could abate a portion of the tax bill over a certain number of years, plus reduction in electric rate, see if Bill is interested and then come back to committee to crunch numbers. Committee agreed either option wouldn't hurt. Dennis said he'll go back with the reduced electric rate over the first 5 years----20, 15, 10 & 5 over five years. Committee agreed for Dennis to do that and see what Bill's response is.

7. MFT: Have not started MFT. Tony wants to have it done by the end of February and would really like the oiling to be done in July (the hot months). Dennis and Ron will get together shortly to have it done by next Street committee meeting. Ron said it needs to be

done before the budget. He advised IDOT is the one that puts it out for bid. Dennis and Ron will look at it and advise if they don't think they can get it done in the next couple of weeks.

8. Rogers' home: Dennis will send a letter expressing some interest on the part of the village and see how she responds.

9. Drainage around Jerry Menard's home: Nothing yet.

Tony asked if streets is over budget, and if so, where? Dennis hasn't looked at it recently. Debbie is making adjustments to distribute salaries appropriately. Ton's concern is being over in costs and materials and Dennis advised it is over in salaries. Dennis needs to check and see if adjustments were done. He stated the general fund can't afford what is truly spent in streets.

NEW BUSINESS:

1. Stop sign request from St. Joe's: Father Mark submitted a letter asking us to consider the 2 intersections at St. Joe's...he is asking for four-way stops as traffic comes through pretty fast. Mel doesn't have a problem with it. Steve advised he has been meeting with the schools talking about the Safe Route to School Program trying to get money. In Steve's conversations with Leo Hodak, Mr. Hodak expressed his concerns and agreed with wanting to slow the traffic down through that area. Rita felt if they requested it and the police agreed, to go ahead and do it. Dennis advised it would require an ordinance. He thinks the speed is more the problem than the volume.

Trustee Rita Baker motioned to recommend to the full Board that a four-way stop sign be placed at the intersection of Alton & White and the intersection of St. Clair & Alton and Trustee Valentine seconded the motion. All voting aye, the motion carried. Dennis will try to get the ordinance to the next board meeting.

Steve said this was talked about in the Personnel/Police Committee meeting last Wednesday--the topic of Dr. Hawkins requesting the intersection of the grade school parking lot, the library and Belleville St. a 4-way stop to slow down traffic. We are requesting a stop on the north/south and Mel is concerned because it is not a true intersection as the streets are a little offset. Tape ended.

2. Speed limit on SAVE Road: Tape resumed with this topic being discussed.

3. Highway Authority Agreement: Dennis said this is a standard situation when you have an underground storage tank that leaks fuel and it migrates under a public right-of-way, they are going to EPA asking for site specific clean up standards which is a fancy way of saying they are asking not to clean it up underneath the highway by Shaffer Tire. They also sent one of these agreements to IDOT. What this basically says is that we agree that we won't let anyone put a well in, use groundwater underneath that street, we are aware that it is contaminated so we will take necessary precautions should we ever need to dig into that street, but if we experience extra costs because of that, the owners of the site are responsible. It just crosses over Emily Street and possibly hits the edge of the bank's property line. They are required to get this from the Village and IDOT. Dennis confirmed if we accept this

agreement, we are held completely harmless for any liability associated with that contaminated dirt under our public right of way. It's paved over so it won't migrate much further. Dennis said the only problem he had with the document is there are a lot of mistakes in there, the references to the well numbers are wrong. He will point those out to them before signed....he will get a corrected agreement for signature.

Trustee Rita Baker motioned to recommend to the full Board this agreement be accepted and Trustee Corby Valentine seconded the motion. All voting aye, the motion carried.

The committee discussed the IDOT agreement to fix State Street and it was noted the cost to do this will be approximately \$500,000. IDOT is resurfacing only one side of the highway...the southbound lane. Ron said it has gotten much worse on the northbound lane. Tony wants us to contact them to come back out and look at the road before they start this work.

2007 Cable/Video Competition Law: Dennis explained that AT&T is going to provide cable tv service. We have the right to put as much fee on them as we currently put on Charter, up to a 5% fee and in looking at our contract with Charter, we only have a 3% fee. Rita asked if we could change it to 5% on everyone. Dennis advised the 5% is the statutory limit and advised these were the suggested ordinances from IML. Dennis said it used to be each cable company would have a franchise agreement with each town, but AT&T convinced Springfield to grant them a statewide agreement. IML was able to lobby saying that's okay, but we still get control on what is done in our right-of-ways and what we charge in our towns. AT&T sent us a package saying they are all in favor of protecting our rights. We can't stop them from providing the service in Freeburg but we need to pass the ordinance to be able to charge them. The other ordinance is much more expansive, the standard from IML, but Dennis wants to review it with Ron. There is a permit required for them to get in our right-of-way and a fee needs to be established. Ron is going to IMEA, he will see what other municipalities have established and we'll figure it out after Ron sees those.

Trustee Rita Baker motioned to recommend to the full Board both Cable/Video ordinances be approved pending Ron Dintelmann's review of the right-of-way ordinance and Trustee Corby Valentine seconded the motion. All voting aye, the motion carried.

GENERAL CONCERNS: Rita was asked by Tom Gaby when the village was going to give him the \$5,000. In the packet he received, it stated he had been chosen as an outstanding community leader with the American Hometown Leader's Award but it states the local government will receive the money. Dennis advised we have a copy of the check and it is made payable to the Village of Freeburg. After reviewing the file, Dennis said Bob Kell put the whole application together basing it on the SAVE water line. Tom was the chairman of the Water/Sewer Committee at the time. The award is such that it goes to the municipality and Mayor Danford agreed. Tom is of the opinion he was awarded the money. Tom told Tony that it was for the community center. Dennis said there is nothing in the file to indicate that but it may be what they discussed. Dennis said this has come up a number of times. It was decided to send a letter to Tom saying it was discussed at this committee, give the opinion that these funds should be spent on a village project and if he wants to discuss further, we have a Committee as a Whole meeting on the 28th.

Corby stated he is happy to see Sheets cleaning up the mess at 2 S. Monroe. Dennis advised there were complaints about debris flying off the trucks, the police went out and talked to Sheets' guys, they went out and cleaned everything up. Rita asked about 409 W. Washington and Dennis advised Mr. Crawford is supposed to be coming in this week and getting a demolition permit.

PUBLIC PARTICIPATION: None.

ADJOURN: *Trustee Rita Baker motioned to adjourn the meeting at 7:59 p.m. and Trustee Corby Valentine seconded the motion. All voting aye, the motion carried.*



Transcribed from tape by
Julie Polson
Office Manager

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Public Property Committee Meeting
Streets/Municipal Center/Pool/Parks & Recreation
(Miller/Baker/Valentine)
Wednesday, December 19, 2007 at 5:30 p.m.

The meeting of the Public Property Committee was called to order at 5:33 p.m. on Wednesday, December 19, 2007, in the Municipal Center. Those in attendance were Trustee Rita Baker, Trustee Corby Valentine, Trustee Kevin Groth, Mayor Ray Danford, Village Clerk Jerry Menard, Administrator Dennis Herzing, Public Works Director Ron Dintelmann, Assistant Public Works Director John Tolan and Office Manager Julie Polson. Guest present: Janet Baechle.

SWIMMING POOL:

OLD BUSINESS:

1. Fundraising: Nothing new.
2. Pool bids: Dennis provided copies of the proposed Request for Statement of Qualifications to the committee for their review and input. Julie found another firm to send this request to - Aquatic Design Consultants based out of Louisburg, Kansas. Dennis will prepare in final form and send to Capris Pools, Councilman-Hunsaker, Aquatic Design and Reichert. We will plan on a Committee as a Whole on January 28th to discuss the project with anyone.

NEW BUSINESS: None.

STREET:

OLD BUSINESS:

1. Approval of 10/24/07 minutes: *Trustee Corby Valentine motioned to approve the October 24, 2007 minutes with correction made to the motion to adjourn and Trustee Rita Baker seconded the motion. All voting aye, the motion carried.*
2. Streetscape – HMG/Karla Thies Drainage Problem: Nothing new.
3. Swipe Card Access: Ron advised they are still having a major problem with the automated fence at the new power plant with the automatic gate control. That is why Ron hasn't done anything with this. He wants to get the other issue resolved.
4. Code revision for lot grades: Nothing new.

5. Ditch cover - Potter/Walnut: Nothing new. Ron said he just hasn't gotten to this yet. He said the Potter Street culvert will probably be looked at under 2008 special projects for MFT.

6. Industrial Park: Item not addressed as Tony not in attendance.

7. MFT: Ron advised they are pretty much done for 2007. He said they have hauled some rock to take advantage of 2007 rock prices. Dennis and Ron have talked about handling the 2008 MFT in house and are preparing for it. Ron said some of the special projects to include in 2008 include the Potter Street culvert, Main Street box culvert, Old Fayetteville Road. The area around Westview and Wolf Road was also brought up to look as a special project.

NEW BUSINESS:

1. Safety pamphlets for employess: Ron advised we have received new pamphlets from IMUA that were developed by several cities up north. He also said they have been conducting safety meetings monthly this year. The office employees can also take advantage of those, i.e. CPR.

2. Speed limit on SAVE Road: Dennis advised a complaint has been received by a resident in that area. This item was addressed in the Police/Personnel committee and Dennis advised that Chief Woodruff has no problem with posting 30 mph speed limit signs. No ordinance will be required.

Corby asked about the house with the iron fence in front of the firehouse and Ron advised that has been vacant for approximately 60 days. Corby said that would be a good location to put up a nice building to store some of our equipment as this is adjacent to our storage shed. Dennis will send a letter to the owner.

GENERAL CONCERNS: None.

PUBLIC PARTICIPATION: Trustee Groth asked for help with White Street where the street was torn up because of the water leak. Ron advised they will be out tomorrow to patch.

Village Clerk Jerry Menard asked if anyone had looked at her property with the ravine overflowing and drainage from the trailer court leaves a lot of water in her back yard. Ron will look into.

ADJOURN: Trustee Corby Valentine motioned to adjourn the meeting at 6:00 p.m. and Trustee Rita Baker seconded the motion. All voting aye, the motion carried.



Julie Polson
Office Manager


St. Joseph's Church
9 North Alton Street • Telephone (618) 539-3209
Freeburg, Illinois 62243

10 January 2008

Mr. Dennis Herzing
Village Administrator
Village of Freeburg
Freeburg, IL 62243

RECEIVED

JAN 10 2008

Dear Dennis

During this school year, as you know, we have made adjustments in the dropping off and picking up procedures for St. Joseph School. At the same time, school administrators have been discussing school safety concerns regarding students getting to and from school. Let me first acknowledge my appreciation for our police department personnel who have been around the school during dismissal time ensuring the safety of our students. Their concern and commitment is greatly appreciated by our staff and parents as well.

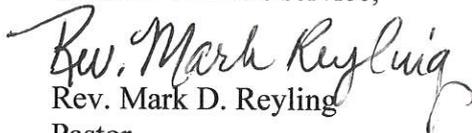
One of the things that have come to my attention this school year is the intersection of Alton and White streets and the intersection of Alton and St. Clair streets. Vehicles traveling (especially eastbound) are generally going at a pretty good rate of speed when they pass by the school where we are trying to get the students in and out of cars and on and off of busses. Those streets (White and St. Clair) are through streets for a number of blocks and cars gradually pick up speed as they approach Alton Street.

Therefore, I would ask the Village to consider changing those two intersections to 4-way stop intersections as a way to reduce the speed of traffic and to force drivers into looking carefully at the intersection they are entering.

I would be willing to personally address my concerns to any board or committee of the Village, should you believe it to be necessary.

Thank you for your consideration of this request. Should you have any questions regarding this matter, please feel free to contact me.

Yours in Christ's service,


Rev. Mark D. Reyling
Pastor

Dc: Chief Mel Woodruff
Mr. Leo Hodapp, Principal



ENVIRONMENTAL MANAGEMENT, INC.

Corporate Office

1154 N. Bradfordton Rd. • Springfield, IL 62711
217/726-9468 • 217/726-9472 (Fax)
Email: mkeebler@envmgt.com

St. Louis Office

12237 Rainhollow Dr. • St. Louis, MO 63043
314/650-8268

December 4, 2007

RECEIVED

DEC 06 2007

City of Freeburg
Mayor
Attn: Ray Danford
14 Southgate Center
Freeburg, IL 62243

Re: LPC # LPC #1630605014 – St. Clair County
Floyd Juenger, Inc.
403 S. State Street
Freeburg, Illinois 62243
LUST Incident #922123
LUST Technical File
Proposed Highway Authority Agreement

Dear Mr. Danford:

Environmental Management, Inc., on behalf of our client Floyd Juenger, Inc., is requesting to obtain a Highway Authority Agreement for soil and groundwater petroleum contamination that has migrated beneath the City of Freeburg's right-of-way of Emily Street along the northern property line of the above-indicated property. I have enclosed the necessary part of the application, analytical data, and site maps that are required for executing a Highway Authority Agreement. The enclosed copy is for your records. Please sign the enclosed signature page where indicated and return it to us in the self-addressed stamped envelope.

Should additional information be needed or should you have any questions regarding this request, feel free to contact me at (217) 726-9468.

I appreciate your promptness regarding this matter and want to thank you for your assistance.

Sincerely,

Josh Fortado
Project Manager
Environmental Management, Inc.

CITY OF FREEBURG – UST OWNER/OPERATOR
HIGHWAY AUTHORITY AGREEMENT
INITIAL INFORMATION FORM
FOR LEAKING UNDERGROUND
STORAGE TANK SITES

OVERVIEW

The purpose of this document is to notify the City of Freeburg of the extent of hydrocarbon impact within soil and/or groundwater and to provide the necessary initial information needed to enter into a highway authority agreement, Pursuant to 35 IAC 742.1020.

Applicant Information

UST Owner: Floyd Juenger, Inc.
Address: 611 South Jefferson
Mascoutah, IL 62258

Owner (if different):
Address:

Telephone No: (618) 566-2103

Fax No:

Name and Title of Person Authorized to Sign for Owner: Dean Juenger / Owner

Name and Title of Person Authorized to Sign for Owner (if different):

Applicant's Attorney

Environmental Consultant

Name:

Name: Environmental Management, Inc.

Address:

Address: 1154 North Bradfordton Road, Springfield, IL 62711

Telephone No:

Telephone No: (217) 726-9468

Property Adjacent to the Right-of-Way

Address: 403 South State Street, Freeburg, IL 62243

Right-of-Way(s) requiring Highway Agreement

Highway Number(s): IL Route 13/15
Street Name (if any): Emily Street

(Check one or both)

Soil Impact

in Right-of Way

Groundwater Impact

in Right-of-Way

Regulatory Information

IEMA Incident Number: 922123

IEPA Project Manager: Scott McGill

IEPA Status:

(Check one)

Conditional Approval

Approval Pending

Other

Sampling in the Right-of-Way

(Check one)

Right-of-Way sampled

Right-of-Way impractical to sample
(Sampling was done adjacent to
Right-of-Way.)

Person(s) to be Notified in Agreement

Name: Dean Juenger

Address: 611 South Jefferson, Mascoutah, IL 62258

Nature and extent of Hydrocarbon Impact Information – For Exhibit A

The Closure Report/Closure Response Letter will document the nature and extent of hydrocarbon impact in the right-of-way.

Soil: Refer to Figure 1 – Estimated Soil Impact in the Right-of-Way Map
Using Tier One Residential Corrective Action
Objectives

Groundwater: Refer to Figure 2 – Estimated Extent of Groundwater Impact
In the Right-of-Way Map using Tier One Residential
Corrective Action Objectives

Tables showing soil and groundwater sampling results in the right-of-way (if sampled) and/or adjacent to it need to be submitted and keyed to Figure 1 and 2. Samples above Tier 1 One Residential Corrective Action Objectives need to be highlighted.

Area Covered by Highway Authority Agreement – For Exhibit B

(Check one)

Refer to Figure 3 – Proposed Highway Authority Agreement Location Map

Location not proposed (The Department will draw map based on Figures 1 and 2.)

Attachments:

Figure 1 Estimated Soil Impact Map

Figure 2 Estimated Groundwater Impact Map

Figure 3 Proposed Highway Agreement Location Map

Tables Showing Sampling Results

Closure Report

Other: Potentiometric Surface Map (Figure 4), Soil and Groundwater Modeling

MASTER AGREEMENT

TIERED APPROACH TO CORRECTIVE-ACTION OBJECTIVES AGREEMENT

This Agreement is entered into this _____ day of _____, 2008 pursuant to 35 Ill. Admin. Code Section 742.1020 by and between (1) Floyd Juenger, Inc.

("Owner") and (2) Floyd Juenger, Inc. ("Operator") referred to herein as

"Owner/Operator", and the City of Freeburg ("City"), as follows:

1. This Agreement is not binding upon the City until it is executed by the undersigned representative of the City and prior to execution, this Agreement constitutes an offer by Owner/Operator. The duly authorized representatives of Owner/Operator have signed this Agreement and this Agreement is binding upon them, their successors and assigns.
- 2.a. Owner/Operator is pursuing a corrective action of a Site and of the Right-of-Way adjacent to the boundary of the Site Located at (2) 403 South State Street (the "Site").
- 2.b. Attached as Exhibit A are site maps prepared by Owner/Operator which show the area of estimated contaminant impacted soil and/or groundwater at the times of this Agreement in the Right-of-Way above Tier 1 residential levels under 35 Ill. Admin. Code Part 742. Also shown in Exhibit A are tables prepared by Owner/Operator showing the concentration of contaminants of concern hereafter "Contaminants," in soil and/or groundwater within the Site and which shows the applicable Tier 1 soil remediation objectives for residential property and Tier 1 objectives for groundwater of the Illinois Pollution Control Board ("IPCB"), which are exceeded along the boundary of the Site Adjacent to the Right-of-Way. The Right-of-Way, and only the Right-of-Way, as described in Exhibit B, hereinafter the "Right-of-Way," adjacent to the site is subject to this

Agreement. As the drawings in the Exhibits are not surveyed plats, the boundary of the Right-of-Way in the Exhibits may be an approximation of the actual right-of-way lines.

The Right-of-Way is impractical to sample for contaminants; however, the parties believe that the area of the Right-of-Way is adequate to encompass soil and/or Groundwater within the Right-of-Way possibly impacted with contaminants from a release at the Site.

2.c. The Illinois Emergency Management Agency has assigned incident number (4) 922123 for the release at the Site.

2.d. Owner/Operator intends to request risk-based, site-specific soil and/or groundwater remediation objectives from the Illinois Environmental Protection Agency (“IEPA”) under 35 Ill. Admin. Code Part 742.

2.e. Under these rules, use risk-based, site-specific remediation objectives in the Right-of-Way may require the use of a Highway Authority Agreement as defined in 35 Ill. Admin. Code Section 742.1020.

3. The City hold a free sample interest or a dedication for highway purposes in the Right-of-Way, or the Right-of-Way is a platted street, and has jurisdiction of the Right-of-Way. For purposes of this Agreement, “jurisdiction” means that the City exercises access control over the use of groundwater beneath the Right-of-Way and over access to the soil beneath the Right-of-Way because it requires a permit for that access.

4.a. Under 35 Ill. Admin. Code Section 742.1020, this Agreement is intended to be an acceptable “Highway Authority Agreement” to IEPA, as the City is willing to agree that it will not allow the use of groundwater under the highway Right-of-Way as a acceptable “Highway Authority Agreement” to IEPA, as the City is willing to agree that it will not allow the use of

groundwater under the highway Right-of-Way as a potable or other domestic supply of water and that it will limit access as described herein to soil under the highway Right-of-Way that is contaminated from the release at levels above residential Tier 1 remediation objectives.

4.b. The IEPA and Illinois Attorney General ("AG") must review and approve this Agreement, and this Agreement shall be referenced in the IEPA's "No Further Remediation" determination in the chain of title for the Site in the county where the Site is located.

4.c. This Agreement shall be null and void as a Highway Authority Agreement should the IEPA or AG not approve it or should it not be referenced in the "No Further Remediation" determination, provided, however, that this Agreement shall be effective between the Owner/Operator and the City immediately upon signature by their representatives.

5. The City promises IEPA and the Owner/Operator that it will prohibit the use of groundwater that is contaminated from the release at the Site at levels above Tier 1 remediation objectives beneath its Right-of-Way as a potable or other domestic supply of water and will limit access to soil as described herein under the Right-of-Way that is contaminated from the release at the Site at levels above Tier 1 remediation objectives. As the pavement in the Right-of-Way may be considered an engineered barrier, the Owner/Operator agree to reimburse the City for maintenance activities requested by Owner/Operator in writing in order to maintain it as a barrier. The City does not otherwise agree to perform maintenance of the Right-of-Way, nor does it agree that the highway Right-of-Way will always remain a highway or that it will maintain the Right-of-Way as an engineered barrier.

6. The Owner/Operator agrees to indemnify and hold harmless the City, and other highways authorities, if any, maintaining the highway Right-of-Way by an agreement with the City, and the City's agents, contractors or employees for all obligations asserted against or costs incurred by them, including attorney's fees and court costs, associated with the release of Contaminants from the Site, regardless whether said obligations or costs were caused by the negligence, but not the gross negligence of them.

7. As an additional consideration, Owner/Operator agrees to reimburse the City for the reasonable costs it has incurred in protecting human health and the environment, including, but not limited to, identifying, investigating, handling, storing and disposing of contaminated soil and groundwater in the Right-of-Way as a result of the release of contaminants at this Site. The City has documented those costs for Owner.

Those costs amount to (5) \$_____. If cost have been incurred, a cashier's check made payable to "Treasurer, City of Freeburg" shall be tendered to the City of Freeburg at the time Owner/Operator furnishes a signed Agreement to the City for its signature. That check will be deposited when this Agreement is signed by all necessary parties.

8. This Agreement shall be binding upon all successors in interest to the Owner/Operator or highway Right-of-Way. A successor in interest of the City would include a highway authority to which the City would transfer jurisdiction of the highway.

9. Violation of the terms of this Agreement by Owner/Operator, or their successors in interest, may be grounds for voidance of this Agreement as Highway Authority Agreement. Violation of the terms of this Agreement by the City will not void this Agreement, unless the IEPA has determined that the violation is grounds for voiding this Agreement as a Highway Authority Agreement and the City has not cured the

Violation within such time as IEPA has granted to cure violation.

10. This Agreement shall continue in effect from the date of this Agreement until the Right-of-Way is demonstrated to be suitable for unrestricted use and there is no longer a need for this Agreement as a Highway Authority Agreement, and the IEPA has, upon written request to the IEPA by the Owner/Operator and notice to the City, amended the notice in the chain of title of the Site to reflect unencumbered future use of the highway Right-of-Way.

11. This Agreement is in settlement of claim the City may have arising from the release of Contaminants into the Right-of-Way associated with incident number (6) 922123.

12. This Agreement does not limit the City's ability to construct, reconstruct, improve, repair, maintain, and operate a highway upon its property or to allow others to use the highway Right-of-Way by permit. To that extent, the City reserves the right and the right of those using its property under permit to remove contaminated soil or groundwater about Tier 1 residential remediation objectives from its Right-of-Way and to dispose of them as they deem appropriate not inconsistent with applicable environmental regulations so as to avoid causing a further release of the Contaminants and to protect human health and the environment.

Prior to taking any such action, the City will first give Owner/Operator written notice, unless there is an immediate threat to the health or safety to any individual or to the public, that it intends to perform a site investigation in the Right-of-Way and remove or dispose of contaminated soil or groundwater to the extent necessary for its work.

Failure to give notice is not a violation of this Agreement. The removal of disposal shall

be based upon the site investigation (which may be modified by field conditions during excavation), which Owner/Operator may review or may perform, if requested to do so by the City. If practicable, as determined by the City, the City may request Owner/Operator to remove and dispose of the contaminated soil and/or groundwater necessary for the City's work in advance of that work. The Owner/Operator shall reimburse the reasonable costs incurred by the City to perform the site investigation and to dispose of any contaminated soil or groundwater, provided, however, that if notice to Owner/Operator has not been given and there was no immediate threat to health of safety, reimbursement for those costs shall be limited to \$10,000.00. There is rebuttable presumption that the Contaminants found in the highway Right-of-Way arose from the release of Contaminants from the Site. Should Owner/Operator not reimburse the reasonable costs under the conditions set forth herein, this Agreement shall be null and void, at the City's option, upon written notice to Owner/Operator by the City that those costs have not been reimbursed.

Owner/Operator may cure that problem within twenty days by making payment, or may seek to enjoin that result.

13. Written notice required by this Agreement shall be mailed to the following:

If to Owner/Operator

Name: Dean Juenger, Owner

Company: Floyd Juenger, Inc.

Street: 611 South Jefferson

City, State, Zip: Mascoutah, IL 62258

If to City:

Name: Ray Danford, Mayor (City of Freeburg)

Street: 14 Southgate Center

City, State, Zip: Freeburg, IL 62243

14. The City's sole responsibility under this Agreement with respect to others using the highway Right-of-Way under permit from the City is to include the following, or similar language, in the future standard permit provisions and to make an effort to notify its current permit holders of the following:

As a condition of this permit, the permittee shall request the City Permit Office to identify sites in the Right-of-Way where access to contaminated soil or groundwater is governed by Tiered Approach to Corrective-Action Objectives ("TACO") Agreements. The permittee shall take measures before, during and after any access to these sites to protect worker safety and human health and the environment. Excavated, contaminated soil should be managed off-site in accordance with all environment laws. Owner/Operator hereby releases the City from liability for breach of this Agreement by others under permit and indemnifies the City against claims that Arise from others under permit causing a breach of this Agreement. Owner/Operator Agrees that its personnel, if any, at the Site who are aware of this Agreement will notify anyone they know is excavating in the Right-of-Way about this Agreement.

15. Should the City breach this Agreement, Owner/Operator's sole remedy is for an action for damages in the Illinois Court of Claims. Any and all claims for damages against the City, its agents, contractors, employees or its successors in interest arising at any time for breach of paragraph 5 of this Agreement are limited to an aggregate maximum of \$20,000.00. No other breach by the City, its agents, contractors, employees and its successors in interest of provision of this Agreement is actionable in either law or equity by Owner/Operator against the City or them and Owner/Operator hereby releases the City, its agents, contractors, employees and its successors in interest for any cause of action it may have against them, other than as allowed in this paragraph, arising under this Agreement or environmental laws, regulations or common law

governing the contaminated soil or groundwater in the highway Right-of-Way. Should the City convey, vacate, or transfer jurisdiction of that highway Right-of-Way, Owner/Operator may pursue an action under this Agreement against the successors in interest, other than a State agency, in a court of law.

16. This Agreement is entered into by the City in recognition of laws passed by the General Assembly and regulations adopted by the Pollution Control Board which encourage a tiered-approach to remediating environmental contamination. This Agreement is entered into by the City in the spirit of those laws and under its right and obligation as a highway authority. Should any provisions of this Agreement be struck down as beyond the authority of the City, however, this Agreement shall be null and void.

IN WITNESS WHEREOF, Owner/Operator, (8) Floyd Juenger, Inc., has caused this Agreement to be signed by its duly authorized representative.

BY: _____ DATE: _____

(Title) _____

IN WITNESS WHEREOF, the City has caused this Agreement to be signed by its Mayor.
City of Freeburg

BY: _____ DATE: _____

(Title) _____