

**STREETS & GRADES COMMITTEE MEETING  
AGENDA**

**November 21, 2016 6:00 P.M.  
Lindenwood University - 2600 W. Main St.  
Alan J. Dixon Bldg, Rear Banquet Hall**

**Emergency Procedures: In case of severe weather, all should exit to the basement; in case of fire or smoke, proceed to the nearest outside exit and assemble in front of the campus auditorium facing West Main Street**

- I Call to Order/Roll call of Members and Staff**
- II Recognition of Guest Alderman**
- III Recognition of Other Guests**
- IV Public Participation**
- V Approval of Minutes from October 17, 2016**
- VI Director of Public Works**
- VII New Business**

**1. Dutch Hollow Bridge (CDBG)**

Motion to approve Baxmeyer Construction, in the amount of \$531,335.19.

**2. Lakeshore Drive (TIF 3)**

Motion to approve Hanks Excavating, in the amount of \$38,901.00.

**3. Tisch Monument**

Motion to sell portion of City of Belleville parking lot located at North Third and West Main Street, Parcel No. 08-21.0-435.026, to Tisch Monuments for a lump sum \$10,000.00.

**VIII Old Business**

**Miscellaneous/Aldermanic Discussion**

# STREETS & GRADES COMMITTEE MEETING MINUTES

6:00 P. M. MONDAY, September 19, 2016

Lindenwood University, 2600 W Main St,  
Allan J. Dixon Building, Rear Banquet Hall

<b>IN ATTENDANCE</b>	Alderman Ken Kinsella
<b>CHAIRMAN</b>	Alderman Mike Buettner
<b>MEMBERS</b>	Alderman Kent Randle
	Alderman Roger Wigginton
	Alderman Raffi Ovian
	Alderman Phil Elmore
	Alderman Paul Seibert
	Alderman Ed Dintelman
<b>ABSENT</b>	Chuck Schaeffer, Director of Public Works
<b>STAFF</b>	Tim Gregowicz, City Engineer
	Mike Parks, Assistant Director of Public Works
	Dean Hardt, City Treasurer
<b>GUEST ALDERMEN</b>	
<b>ATTENDING</b>	Michael Hagberg, Belleville, IL

Alderman Seibert called the meeting to order at 6:00 P.M.

Alderman Wigginton made a motion to approve the minutes from September 19, 2016. seconded by Alderman Kinsella.

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### ***Public Participation.***

Michael Hagberg asked about the status of the drain at South 3rd near Busters.

Michael Hagberg stated that the manhole near E B Street on the North Illinois Streetscape project, is too high. Also, at High and Lebanon the area is not ADA compliant per the plans.

Michael Hagberg stated at 14th and W Main the water company put concrete instead of cold patch.

### ***Public Works Department***

Nothing to Report

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## **New Business**

### **1. 505 Hecker Street**

Tim Gregowicz, stated that this is to consider approval for the Mayor to negotiate with Illinois American Water Company for an Easement on the City's Behalf. Alderman Kinsella made a motion to approve for the Mayor to negotiate with Illinois American Water. Alderman Dintelman seconded the motion. All members present voted aye. Motion Carried.

### **2. Canadian National Railroad Agreement**

Tim Gregowicz, City Engineer, stated this is to consider approval for Mayor to negotiate over 50K

in Industrial park. The area of the easement is located in a detention basin. So, the City won't lose buildable area. Once a good offer is received this will be taken to the Finance Committee. Discussion ensued over location maps. Alderman Kinsella made a motion to approve for the Mayor to negotiate with Ameren over the easement. Alderman Dintelman seconded the motion. All members present voted aye. Motion carried.

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## **Old Business**

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### **Miscellaneous/Aldermanic Discussion**

#### **Lakeshore Drive**

Tim Gregowicz stated that plans are out for bid and bids will be opened on October 27th. Budgeted 40,000.00. Discussion ensued over the details of the project.

#### **Dutch Hollow Bridge**

Tim Gregowicz stated that this project is out for bid with an opening on October 27th. No update on the Water Company's work.

#### **Possible Streets and Grades Meeting**

Tim Gregowicz, City Engineer, stated this is if it is needed for the Lakeshore Drive project. However, if these were to go to November's meeting, it would still be on schedule. Discussion ensued over possibility of a special meeting.

#### **North Illinois Streetscape**

Question was asked about the lights on North Illinois and if they were LED. Tim Gregowicz stated that later on, the lights can be retro fitted for LED lights. Discussion over the costs for transitioning to LED lights took place.

Alderman Randle made a motion to adjourn the meeting seconded by Alderman Buettner at 6:19 p.m. All members present voted aye. Motion approved

Respectfully submitted,  
Lauren Maule  
Engineering Secretary



City of Belleville Engineering Department

County: St. Clair

Date: October 27, 2016

Time: 10:00 a.m.

Bid Date: 10/27/16

Time: 10:00 AM

Project: Lakeshore Drive

Low Bidder: Hanks

Low Bid: \$38,901.00

Pay Items	Unit	Quantity	Engineer's Estimate		Hanks		Byrne and Jones	
			UP	Total	UP	Total	UP	Total
EARTH EXCAVATION	CU YD	15		\$0.00	55.00	\$825.00	200.00	\$3,000.00
FURNISHED EXCAVATION	CU YD	20		\$0.00	55.00	\$1,100.00	160.00	\$3,200.00
TEMP DITCH CHECKS	FOOT	8		\$0.00	35.00	\$280.00	50.00	\$400.00
PERIMETER EROS BAR	FOOT	530		\$0.00	1.00	\$530.00	3.50	\$1,855.00
SUB GRAN MAT A	TON	76		\$0.00	25.00	\$1,900.00	45.00	\$3,420.00
BIT MATLS PR CT	TON	2.6		\$0.00	1600.00	\$4,160.00	1800.00	\$4,680.00
BIT MATLS C&S CT	TON	7.9		\$0.00	1100.00	\$8,690.00	1250.00	\$9,875.00
COVER COAT AGG	TON	36		\$0.00	45.00	\$1,620.00	105.00	\$3,780.00
SEAL COAT AGG	TON	18		\$0.00	45.00	\$810.00	105.00	\$1,890.00
DRIVE PAVEMENT REM	SQ YD	25		\$0.00	20.00	\$500.00	20.00	\$500.00
SEEDING CL 1A SPL	ACRE	0.25		\$0.00	5000.00	\$1,250.00	8000.00	\$2,000.00
TRAF CONT & PROT SPL	LSUM	1		\$0.00	150.00	\$150.00	2500.00	\$2,500.00
PULVER- GRADE-RESHAPE	SQ YD	1862		\$0.00	3.00	\$5,586.00	4.20	\$7,820.40
REPAIR UNSTBL SUBBASE	SQ YD	230		\$0.00	50.00	\$11,500.00	125.00	\$28,750.00
				<b>\$0.00</b>		<b>\$38,901.00</b>		<b>\$73,670.40</b>
						<b>\$38,901.00</b>		<b>\$73,670.40</b>
								<b>\$0.00</b>

As Read:  
Difference:

**REAL ESTATE SALE AGREEMENT**

This Real Estate Sale Agreement ("Agreement") is made and entered into as of this \_\_\_\_ day of September, 2016 between the City of Belleville, Illinois, a municipal corporation ("Seller") and Donald Tisch, ("Purchaser").

**SECTION I: PROPERTY SOLD**

Seller is the owner of the following real estate as hereinafter defined, including real property and improvements, located in Belleville, St. Clair County, Illinois, hereinafter collectively referred to as the "property", further outlined on the Plat attached hereto as Exhibit

A:

West A Street, Belleville, Illinois, Parcel No. 08-21.0-435.026, more fully described as follows:

BELLEVILLE ORIGINALTOWN  
LOT/SEC-206 E 55 FT EXC E 25 FT OF N  
77.5 FT AS IN BK 2263-276

PART OF THE SOUTH HALF OF LOT 199 OF THE "ORIGINAL TOWN OF BELLEVILLE"; REFERENCE BEING HAD TO THE PLAT THEREOF RECORDED IN THE RECORDER'S OFFICE OF ST. CLAIR COUNTY, ILLINOIS, IN BOOK OF DEEDS "E" ON PAGES 307 AND 308; REFERENCE ALSO BEING HAD TO THE PLAT THEREOF RECORDED IN SAID RECORDER'S OFFICE IN ASSESSOR'S PLATS LANDS NORTH NO. 2 ON PAGES 29 AND 30, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 199; THENCE WEST, ALONG THE SOUTH LINE OF SAID LOT, 100.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING WEST, ALONG SAID SOUTH LINE, 10.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT; THENCE NORTH, ALONG THE WEST LINE OF SAID LOT, 21.50 FEET, THENCE EAST, PARALLEL WITH THE SOUTH LINE OF SAID LOT, 10.00 FEET; THENCE SOUTH, PARALLEL WITH THE WEST LINE OF SAID LOT, 21.50 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND BEING SITUATED IN THE CITY OF BELLEVILLE, ST. CLAIR COUNTY, ILLINOIS AND CONTAINING 215 SQUARE FEET OR 0.005 ACRES MORE OR LESS.

Seller desires to sell the property and Purchaser desires to purchase the property, as

defined in Section II. In consideration of the mutual agreements contained in this Agreement, Purchaser and Seller agree as follows:

## **SECTION II: PURCHASE-SALE**

Purchaser will purchase from Seller and Seller will sell to Purchaser the property on the terms stated in this Agreement. The term "property" means: the aforementioned parcels of land and all rights, privileges, servitudes and appurtenances belonging or appertaining to and including all rights, title and interest of Seller in and to the streets, alleys and rights-of-way adjacent to the land; and all buildings, improvements and fixtures located on the real property.

## **SECTION III: PURCHASE PRICE**

Subject to the adjustments stated in this Agreement, the purchase price for the property will be Ten Thousand Dollars (\$10,000.00), calculated and payable by wire transfer or Purchaser's certified to Seller on the closing date.

## **SECTION IV: CLOSING DATE**

The transaction contemplated by this Agreement will be closed at the office of Old Title & Escrow Services, Inc., 120 West Main Street, Illinois within ten (10) days of the date of this Agreement. Time is of the essence of this Agreement. At the closing, Seller will deliver to Purchaser the following documents:

(a). A general warranty deed conveying to Purchaser the property, including real property and improvements, with a deed restriction providing that, so long as it remains a parking lot, the Property will be open to public parking from 5:00 p.m. to 2:00 a.m. Monday through Friday and all day on Saturday and Sunday, except during private events being held by Purchaser during such time period; and (b). An ALTA Owner's Policy of Title Insurance, issued by Old Title & Escrow Services, Inc., 120 West Main Street, Illinois in the amount of the purchase price, with general exceptions deleted, together with an agreement by that title company to increase the amount by any additional consideration paid by Purchaser to Seller pursuant to the provisions of Section III of this Agreement.

## **SECTION V: CONDITIONS PRECEDENT TO CLOSING**

If any of the conditions in Section V(a) are not fulfilled prior to closing, then Purchaser may, at its option, by advising Seller, terminate this Agreement. On termination, the deposit and accrued interest will be immediately returned to Purchaser and both Purchaser and Seller will be released from all obligations and liabilities under this

Agreement. Or Purchaser may waive any of the conditions precedent to closing or the timely fulfillment. Or Purchaser may extend the Closing date to a date selected by Purchaser, and in which the Seller will continue to use its best efforts to satisfy the conditions precedent to closing. (a). Purchaser will have been furnished and Purchaser will have approved the commitment of title company to issue the title policy, with general exceptions deleted, in the amount of the purchase price, insuring that on recording of the general warranty deed from Seller to Purchaser the Purchaser will be the fee simple title owner of the real property and improvements, free and clear of all liens, leases, encumbrances and defects. The title policy will also insure Purchaser against mechanics' and material liens (whether inchoate or not). (b). Notwithstanding the satisfaction or waiver of any of the conditions precedent to closing, Purchaser will have no obligations to consummate the purchase but may instead terminate this Agreement and be entitled to a return of the deposit unless, on the closing date:

- (i). All of the warranties and representations contained in Section VII of this Agreement are true and complete.
- (ii). No part of the property is subject to pending or threatened condemnation or public taking.
- (iii). The property is not subject to any liens, leases or other encumbrances.

#### **SECTION VI: CLOSING COSTS**

Seller will pay the cost of the commitment for the title policy. Purchaser will pay the premium applicable to the title policy, survey charges, all other costs and expenses incurred in fulfilling the conditions precedent to closing, and all costs and expenses incurred in consummating the closing of the transaction contemplated by this Agreement, including but not limited to, all transfer taxes and escrow fees. Each party will pay its own legal fees and expenses.

#### **SECTION VII: SELLER'S WARRANTIES**

Seller warrants, represents and covenants with Purchaser as follows:

- (a). Seller is duly organized and validly existing and has the requisite power and authority to enter into and carry out all terms of this Agreement, including but not limited to, the execution and delivery of the general warranty deed to Purchaser.
- (b). Seller is the holder of good and marketable title to the property.
- (c). The property will not be subject to any liens, leases or other encumbrances at the time of Closing.
- (d). From the contract date until the earlier of the Closing date or terminating of this Agreement, neither Seller nor its agents or representatives will make any lease or permit any lien or other encumbrance on the property.
- (e). There are no condemnation proceedings or eminent domain proceedings of any kind pending or contemplated against the property or any part of it.
- (f). There are no claims pending for any damages caused to any part of the property.

(g). To the best of Seller's knowledge, there is no litigation pending or contemplated that involves or affects the property or its operation; no urban renewal project affects the property; no governmental authority has given notice of increased taxes or assessments relating to the property; and no supplier of goods or services to the property has given notice of any increase in the price of those goods or services.

(h). Seller represents and warrants that the representations and warranties of Seller in this Agreement are true, accurate and complete and do not contain any untrue statements of material fact or omit material facts that would render any representation misleading. Purchaser hereby expressly acknowledges and agrees that Purchaser has thoroughly inspected and examined the property to the extent deemed necessary by Purchaser in order to enable Purchaser to evaluate the purchase of the property. Purchaser hereby further acknowledges and agrees that Purchaser is relying solely on the inspection, examination, and evaluation of the property by Purchaser and that Purchaser is purchasing the property on an "as is, where is," and "with all faults" basis and not on any information provided or to be provided by Seller. Purchaser expressly acknowledge that, in consideration of the agreements of Seller herein, Seller makes no warranty or representation, express or implied, or arising by operation of law, other than that explicitly listed in this Agreement, including, but in no way limited to, any warranty of condition, habitability, merchantability, or fitness for a particular purpose, and further disclaims any other such warranties.

#### **SECTION VIII: ENVIRONMENTAL REMEDIATION**

To the best of Seller's knowledge, there are no environmental hazards on the Property. However, Seller and Purchaser understand and agree that Purchaser will be solely responsible to remedy and cure any and all environmental hazards on the property, and Seller shall not be liable for any such fees, costs and/or expenses.

#### **SECTION IX: FIRE OR OTHER CASUALTY**

Purchaser may terminate this Agreement by written notice to Seller within thirty (30) days if there is damage to the property or any part of it caused by fire or other casualty prior to the closing date that would cost in excess of an amount equal to the deposit to repair (as determined by Purchaser in good faith). On termination, this agreement will be of no further effect and neither party will have any further obligation to the other except that Seller will immediately return the deposit to Purchaser. If Purchaser does not elect to terminate its obligation under this Agreement, then the closing will take place without abatement of the purchase price and Seller will assign and transfer to Purchaser on the closing date by written instrument all of Seller's right, title and interest to all insurance proceeds paid or payable to Seller on account of fire or casualty, less the amount expended by Seller for the cost of restoration prior to the closing date. Seller will reimburse Purchaser for the amount of any "deductible" under the insurance policy. If the property or any part of it is damaged by fire or casualty before the closing date, and repairs would cost less than the deposit (as determined by Purchaser in good faith),

Purchaser will not have the right to terminate its obligations under this Agreement. Seller will assign and transfer to Purchaser on the closing date all of Seller's right, title and interest in and to all insurance proceeds paid or payable to Seller on account of the fire or casualty, less the amount expended by Seller for the cost of restoration. Seller will reimburse Purchaser for the amount of any "deductible" under Seller's insurance policies. Seller grants to Purchaser full and free access to the property for inspecting and assessing if there is any damage to the property by fire or other casualty.

#### **SECTION X: COMMISSIONS**

Seller and Purchaser each warrant that neither has dealt with any person or broker in connection with this sale. Seller agrees that Purchaser will not be liable for, nor does Purchaser assume any obligation to pay, any commissions related to the property.

#### **SECTION XI: SURVIVAL**

All representations, warranties, covenants and agreements here will survive the closing date and will not merge in the general warranty deed or any other document executed and delivered in performance of this Agreement.

#### **SECTION XII: PRORATIONS AND CREDITS**

The following items will be prorated and apportioned as of the closing date: real estate taxes, tax rebates and assessments, utility charges, and any amounts payable under service contracts that Purchaser may elect to continue beyond the closing date; provided, however, that Purchaser shall assume by assignment any utility/energy contract(s) that Seller has on the property and Purchaser shall execute an Assignment Agreement related to same. For the purposes of prorating taxes and assessments on the closing date, the latest available tax statement will be used. When the actual taxes and assessments against the property for the closing date's year are determined, the parties will recompute the actual tax proration based on the actual taxes and assessments. If the proration varies from the proration made on the closing date, proper payment will promptly be made between the parties based on the actual taxes and assessments.

#### **SECTION XIII: INDEMNIFICATION**

(a). Seller will indemnify and hold Purchaser harmless and will assume the defense of any liability or claim asserted on or after the closing date for any liabilities and expenses related to the property, whether the liabilities or claims are accrued, absolute or contingent, or otherwise existing on the closing date or arising out of any transaction

entered into, or any state of facts existing prior to the closing date. However, notwithstanding the foregoing, Seller will not indemnify or be held liable for any fees, costs and/or expenses for any environmental remediation of the property, nor will Seller indemnify purchaser for any liability or claim asserted concerning the property's environmental remediation.

(b). Purchaser will indemnify and hold Seller harmless and will assume the defense of any liability or claim asserted on or after the closing date for any liabilities and expenses related to the property to the extent that the liability or claim arises out of any transaction entered into by Purchaser or any state of facts coming into existence after the closing date.

(c). If any liability or claim is asserted where either Purchaser or Seller is required to indemnify and hold the other harmless, the party receiving the notice will promptly give written notice to the other. Purchaser and seller will cooperate with each other in the defense, and the party responsible for the defense will select defense counsel as deemed necessary, and subject to the reasonable approval of the other party.

#### **SECTION XIV: EFFECT OF ACCEPTANCE**

On acceptance, this offer will become an Agreement binding on and inuring to the benefit of Purchaser and Seller and their respective heirs, legal representatives, successors and assigns.

#### **SECTION XV: NOTICES**

Any notice required to be given in this Agreement will be in writing and either delivered personally or sent postage prepaid by certified United States mail, return receipt requested, addressed, if to Seller, at 101 South Illinois Street, Belleville, IL 62201, with a copy to City Attorney Garrett P. Hoerner, 5111 West Main Street, Belleville, IL 62226, and, if to Purchaser, at 17 North Third Street, Belleville, IL 62220. Either party may designate a different address for notices by written notice to the other party.

#### **SECTION XVI: REMEDIES**

(a). If Purchaser defaults under this Agreement, the deposit and the interest earned on it will be forfeited to Seller as liquidated damages. In addition, Seller may pursue any legal or equitable remedy that may be available to Seller.

(b). If the Seller defaults under this Agreement, then the deposit and interest earned on it will be returned to Purchaser. In addition, Purchaser may pursue any legal or equitable remedy that may be available to Purchaser.

#### **SECTION XVII: GOVERNING LAW**

This Agreement is governed by and will be construed in accordance with the laws of the State of Illinois.

### **SECTION XVIII: COUNTERPARTS**

This Agreement may be executed in one or more counterparts. Each of which will be deemed an original.

### **SECTION XIX: CLOSING**

The word "closing" or words of similar import mean the originally fixed time and closing date specified in this Agreement or any time and date agreed to in writing by the parties.

### **SECTION XX: ASSIGNMENT**

Purchaser may not assign this Agreement without the written consent of Seller. The representations, warranties, covenants and agreements contained in this Agreement and all other rights of Purchaser arising under it will inure to the benefit of any such assignee.

### **SECTION XXI: ENTIRE AGREEMENT AND MODIFICATION**

This Agreement contains all terms and conditions agreed on, and there are no conditions, representations, warranties, covenants, or agreements not contained in this Agreement. Any subsequent conditions, representations, warranties, covenants or agreements will not be valid and binding on the parties unless in writing and signed by both parties.

The parties agree to the above terms by signing below.

**SELLER:**  
**City of Belleville, Illinois**

By: \_\_\_\_\_  
**Mark W. Eckert, Mayor**

**PURCHASER:**  
**Donald Tisch**

By: \_\_\_\_\_  
**Donald Tisch**

ATTEST: \_\_\_\_\_  
**Dallas B. Cook, Clerk**



LEGAL DESCRIPTION

PART OF THE SOUTH HALF OF LOT 199 OF THE "ORIGINAL TOWN OF BELLEVILLE"; REFERENCE BEING HAD TO THE PLAT THEREOF RECORDED IN THE RECORDER'S OFFICE OF ST. CLAIR COUNTY, ILLINOIS, IN BOOK OF DEEDS "E" ON PAGES 307 AND 308; REFERENCE ALSO BEING HAD TO THE PLAT THEREOF RECORDED IN SAID RECORDER'S OFFICE IN ASSESSOR'S PLATS LANDS NORTH NO. 2 ON PAGES 29 AND 30, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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