



CITY FLAG
DESIGNED BY
FREDRICK LANGE
JULY 6th 1964

**CITY COUNCIL AGENDA
CITY OF BELLEVILLE
AUGUST 19, 2013 – 7:00 PM**

1. CALL TO ORDER BY MAYOR AND EXPLANATION OF DISASTER PROCEDURES.
2. ROLL CALL ALDERMEN
3. ROLL CALL DEPARTMENT HEADS
4. PLEDGE OF ALLEGIANCE
5. PUBLIC HEARING
 - A. PUBLIC COMMENT REGARDING THE APPLICATION FOR FEDERAL GRANT MONIES FROM THE U.S. DEPARTMENT OF JUSTICE “JUSTICE ASSISTANCE GRANT” (JAG) PROGRAM
6. PUBLIC PARTICIPATION (2 MINUTES PER PERSON)
7. PRESENTATIONS, RECOGNITIONS & APPOINTMENTS
8. READING OF MINUTES
 - A. REGULAR CITY COUNCIL MEETING HELD AUGUST 5, 2013
9. CLAIMS, PAYROLL & DISBURSEMENTS
10. REPORTS
 - A. HOUSING REPORT OF CASH RECEIPTS TO DATE FOR FISCAL YEAR 2013-2014
 - B. TREASURER’S REPORT – CITY OF BELLEVILLE FUNDS & STATEMENT OF CASH AND INVESTMENTS FOR JULY 2013

11. ORAL REPORTS FROM STANDING COMMITTEES, SPECIAL COMMITTEES, AND ANY OTHER ORAL REPORTS FROM THE ELECTED OFFICIALS OR STAFF
 - A. ALDERMAN KINSELLA WILL MOVE ON BEHALF OF THE PUBLIC HEALTH & HOUSING COMMITTEE TO APPROVE THE BID FOR THE PURCHASE OF PROPERTY AT 517 SOUTH 17TH STREET TO KURT RUJAWITZ FOR \$53,000.00.
 - B. ALDERMAN WHITE WILL MOVE ON BEHALF OF THE PLANNING COMMISSION TO APPROVE THE FINAL PLAT FOR GREEN MOUNT MANOR, PHASE 3B AND HAVE THE PROPER ORDINANCE DRAWN.
 - C. ALDERMAN SILSBY WILL MAKE THE FOLLOWING MOTIONS ON BEHALF OF THE FINANCE COMMITTEE:
 - 1) MOTION TO APPROVE THE LAWRENCE GROUP TO PERFORM A PUBLIC BUILDING FEASIBILITY STUDY FOR \$96,247.00.
 - 2) MOTION TO CONTINUE WITH A MONTH TO MONTH CONTRACT WITH GLACIAL ENERGY FOR ENERGY SUPPLY FOR CITY ACCOUNTS THROUGH APRIL 2014.
 - 3) MOTION TO APPROVE HIRING ENERGY PLUS ASSOCIATES TO CONDUCT RFP FOR ENERGY SUPPLY FOR ALL CITY ACCOUNTS.
 - 4) MOTION TO ALLOW GOOD ENERGY TO SOLICIT BIDS FOR MUNICIPAL ELECTRIC AGGREGATION PROGRAM FOR RESIDENTS, AND APPROVE A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A CONTRACT WITH THE LOWEST RESPONSIBLE BIDDER AS A RESULT OF THE RFP.
 - 5) MOTION TO APPROVE THE BUDGET AMENDMENTS AS RECOMMENDED BY THE FINANCE DIRECTOR.
 - D. MOTION TO APPROVE THE SUBMISSION OF A GRANT APPLICATION TO THE U. S. DEPARTMENT OF JUSTICE FOR "JUSTICE ASSISTANCE GRANT" (JAG) PROGRAM FUNDS.
 - E. ALDERMAN SEIBERT WILL MAKE THE FOLLOWING MOTIONS ON BEHALF OF THE STREETS & GRADES COMMITTEE:
 - 1) MOTION TO APPROVE THE ANNUAL SERVICE AGREEMENT WITH SCI ENGINEERING, INC.

- 2) MOTION TO APPROVE THE LOW BIDDER, RITEWAY EXCAVATING, IN THE AMOUNT OF \$54,250.56 FOR 78TH STREET CURBS. (MFT)
 - 3) MOTION TO APPROVE A CONTRACT WITH GONZALEZ/HANSON IN THE AMOUNT OF \$84,942.00 TO PERFORM THE ORCHARDS DRAINAGE STUDY. (GENERAL FUND)
 - 4) MOTION TO APPROVE LIGHTING INSTALLATION IN THE AMOUNT OF \$22,430.00 AT JUANITA PLACE. (TIF 3)
 - 5) MOTION TO APPROVE THE LOW BIDDER, GLEESON ASPHALT, IN THE AMOUNT OF \$1,642,583.48 FOR MCCLINTOCK AVENUE (FEDERAL SHARE \$1,231,937.61; CITY'S SHARE \$410,645.87.) (MFT)
 - 6) MOTION TO APPROVE THE LOW BIDDER, GLEESON ASPHALT, IN THE AMOUNT OF \$323,575.70 FOR SIGNAL HILL BIKE TRAIL (STT)
 - 7) MOTION TO APPROVE THE LOW BIDDER, WIDMAN TRUCKING AND EXCACATING, IN THE AMOUNT OF \$770,716.11 FOR WEST BELLEVILLE BIKE TRAIL (CITY'S SHARE IS \$428,116.11) (STT)
 - 8) MOTION TO APPROVE THE RELOCATION OF FACILITIES BY AMEREN IN THE AMOUNT OF \$23,354.39 (STT)
- F. ALDERMAN ORLET WILL MAKE THE FOLLOWING MOTIONS ON BEHALF OF THE TRAFFIC COMMITTEE:
- 1) MOTION TO CREATE A 4-WAY STOP AT SOUTH PARK DRIVE AND NORTH 44TH STREET.
 - 2) MOTION TO DELETE THE 2-WAY STOP ON NORTH 44TH AT SOUTH PARK DRIVE.
12. COMMUNICATIONS FROM MAYOR, CLERK, OR OTHER CITY OFFICIALS
- A. COMMUNICATION FROM THE BELLEVILLE FIREFIGHTERS REQUESTING PERMISSION TO COLLECT FOR THE MUSCULAR DISTROPHY ASSOC. AT THE INTERSECTION OF VOELLINGER PLACE AND BELLEVILLE CROSSING ON THE DATES OF AUGUST 17TH AND 24TH, 2013 FROM 9 AM TO 3 PM.
 - B. COMMUNICATION FROM CALL FOR HELP REQUESTING PERMISSION TO HOLD THEIR 3RD ANNUAL "TRUNK OR TREAT" ON THURSDAY, OCT.

31, 2013 FROM 5:00 TO 7:30 PM ON THE PARKING LOT AT 5600 NORTH BELT WEST (BETWEEN SKYVIEW DRIVE-IN AND CREHAN'S IRISH PUB).

13. PETITIONS

14. RESOLUTIONS

A. RESOLUTION NO. 3144 – A RESOLUTION AMENDING THE ANNUAL BUDGET OF THE CITY OF BELLEVILLE, ILLINOIS FOR THE FISCAL YEAR BEGINNING ON THE FIRST DAY OF MAY 2013, AND ENDING ON THE 30TH DAY OF APRIL, 2014

B. RESOLUTION NO. 3145 – A RESOLUTION AUTHORIZING EXECUTION OF A SERVICE AGREEMENT WITH THE LOWEST RESPONSIBLE BIDDER FOR THE SUPPLY OF ELECTRICITY FOR RESIDENTIAL AND SMALL COMMERCIAL RETAIL CUSTOMERS WHO DO NOT OPT OUT OF SUCH A PROGRAM

15. ORDINANCES

A. ORDINANCE NO. 7704 – AN ORDINANCE AMENDING CHAPTER 43 (TAXATION) OF THE REVISED CODE OF ORDINANCE OF THE CITY OF BELLEVILLE, ILLINOIS, AS AMENDED, BY AMENDING PORTIONS OF SECTIONS THEREOF

16. UNFINISHED BUSINESS

A. COMMUNICATION FROM NICOLE PLATZKOESTER REQUESTING PERMISSION TO HAVE ABEND STREET BLOCKED OFF WITH NO PARKING IN THE 200-300 BLOCK ON SEPT. 21, 2013 FROM 10 AM UNTIL 6 PM TO USE THE STREET FOR WEDDING PHOTOS FOR AN ABEND STREET RESIDENT.

B. COMMUNICATION FROM VINTAGE SUPPORT GROUP AT 900 ROYAL HEIGHTS ROAD REQUESTING PERMISSION TO INCLUDE SOME RESALE ITEMS EVERY FRIDAY IN CONJUNCTION WITH THEIR PREVIOUSLY APPROVED ON-GOING FUNDRAISER OF A DRIVE-THRU COFFEE STAND AT THEIR CURRENT DEVELOPMENTAL SITE.

17. MISCELLANEOUS & NEW BUSINESS

A. MOTOR FUEL CLAIMS IN THE AMOUNT OF \$5,547.54

B. THE CITY COUNCIL MAY GO INTO EXECUTIVE SESSION TO DISCUSS PERSONNEL/CONTRACT NEGOTIATIONS, LITIGATION, AND PROPERTY ACQUISITION.

18. ADJOURNMENT (ALL QUESTIONS RELATING TO THE PRIORITY OF BUSINESS SHALL BE DECIDED BY THE CHAIR WITHOUT DEBATE, SUBJECT TO APPEAL.)

**CITY OF BELLEVILLE, ILLINOIS
REGULAR CITY COUNCIL MEETING
COUNCIL CHAMBERS – CITY HALL
AUGUST 5, 2013 – 7:00 PM**

UNAPPROVED

Mayor Mark Eckert called this meeting to order and asked the City Clerk Dallas B. Cook to call roll. Members present on roll call: Mayor Mark Eckert, City Clerk Dallas B. Cook and City Treasurer Dean Hardt. Aldermen: Heisler, Kinsella, Hult, Schmidt, Rujawitz, Randle, Anthony, Davidson, Silsby, Hayden, Seibert, White, Galetti, Musgrove, Orlet and Schneider.

ROLL CALL DEPARTMENT HEADS

Roll Call Department Heads: Police Chief Bill Clay, Fire Chief Scott Lanxon, City Attorney Garrett Hoerner, Ken Vaughn, Royce Carlisle, Jamie Maitret, Tim Gregowicz, Jim Schneider, Leander Spearman, Emily Fultz, Bob Sabo and Debbie Belleville.

Chuck Schaeffer was excused.

PLEDGE

Mayor Eckert asked everyone to stand for the Pledge of Allegiance to the Flag.

MISCELLANEOUS

Mayor Eckert gave an explanation of the city's disaster procedures (see attached Exhibit "A").

Mayor Eckert also discussed his proposal to extend the sales tax for the City of Belleville.

RECOGNITION

Mayor Eckert recognized the character word of the month "caring" meaning being compassionate and showing others you care.

**CITY OF BELLEVILLE, ILLINOIS
REGULAR CITY COUNCIL MEETING
COUNCIL CHAMBERS – CITY HALL
AUGUST 5, 2013 – 7:00 PM**

UNAPPROVED

Mayor Mark Eckert called this meeting to order and asked the City Clerk Dallas B. Cook to call roll. Members present on roll call: Mayor Mark Eckert, City Clerk Dallas B. Cook and City Treasurer Dean Hardt. Aldermen: Heisler, Kinsella, Hult, Schmidt, Rujawitz, Randle, Anthony, Davidson, Silsby, Hayden, Seibert, White, Galetti, Musgrove, Orlet and Schneider.

ROLL CALL DEPARTMENT HEADS

Roll Call Department Heads: Police Chief Bill Clay, Fire Chief Scott Lanxon, City Attorney Garrett Hoerner, Ken Vaughn, Royce Carlisle, Jamie Maitret, Tim Gregowicz, Jim Schneider, Leander Spearman, Emily Fultz, Bob Sabo and Debbie Belleville.

Chuck Schaeffer was excused.

PLEDGE

Mayor Eckert asked everyone to stand for the Pledge of Allegiance to the Flag.

MISCELLANEOUS

Mayor Eckert gave an explanation of the city's disaster procedures (see attached Exhibit "A").

Mayor Eckert also discussed his proposal to extend the sales tax for the City of Belleville.

RECOGNITION

Mayor Eckert recognized the character word of the month "caring" meaning being compassionate and showing others you care.

MINUTES

Alderman Kinsella made a motion seconded by Alderman Heisler to approve the minutes of the special city council meeting held June 26, 2013 and regular city council meeting held July 15, 2013.

All members voted aye.

CLAIMS

GENERAL FUND TOTAL	\$ 708,666.70
SEWER OPERATIONS TOTAL	\$ 145,236.57
PARKS PROJECTS	\$ 2,467.24
INSURANCE FUND	\$ 328,707.80
LIBRARY	\$ 50,434.38
PARKS/RECREATION	\$ 24,762.18
TORT LIABILITY FUND	\$ 3,765.26
SEWER CONSTRUCTION	\$ 540,378.91
SPECIAL SERVICE AREA	\$ 636.27
LIBRARY GIFT ENDOWMENT	\$ 8,200.00
SALES TAX TIF	\$ 12,956.05
TIF #3	\$1,264,857.98
BELLEVILLE, ILLINOIS TOURISM	\$ 2,716.92
TIF #12 – SHERMAN STREET	\$ 8,000.00
SALES TAX TIF BONDS I & S	\$ 63.19

Alderman Heisler made a motion seconded by Alderman Kinsella to approve the claims for payment.

Members voting aye on roll call: Heisler, Kinsella, Hult, Schmidt, Rujawitz, Randle, Anthony, Davidson, Silsby, Hayden, Seibert, White, Galetti, Musgrove, Orlet and Schneider.

REPORTS

1. ZONING BOARD OF APPEALS ADVISORY REPORT – CASE #38-JUL13 – VICTOR M. CUPIDO – REQUESTING A SPECIAL USE PERMIT FOR A LIQUOR LICENSE AT 100 N. HIGH STREET.

It was the recommendation of the Zoning Board of Appeals to grant this request in the name of the applicant only.

Alderman Hult made a motion seconded by Alderman Schmidt to comply with the recommendation of the Zoning Board of Appeals to grant this request and have the proper ordinance drawn.

All members voted aye.

2. ZONING BOARD OF APPEALS ADVISORY REPORT – CASE #39-JUL13 – JAMES L. HAWTHORNE – REQUESTING A SPECIAL USE PERMIT IN ORDER TO OPERATE A USED CAR DEALERSHIP AT 10400 W. MAIN STREET.

It was the recommendation of the Zoning Board of Appeals to grant this request in the name of the applicant only.

Alderman Musgrove made a motion seconded by Alderman Orlet to comply with the recommendation of the Zoning Board of Appeals to grant this request and have the proper ordinance drawn.

All members voted aye.

3. ZONING BOARD OF APPEALS ADVISORY REPORT – CASE #40-JULY13 – VERONICA WINTERS – REQUESTING A USE VARIANCE IN ORDER TO OPERATE A DAYCARE FOR 35 CHILDREN AND FOUR STAFF AT 19 S. 97TH STREET.

There was no recommendation from the Zoning Board of Appeals regarding this request.

Alderman Musgrove made a motion seconded by Alderman Orlet to comply with the recommendation of the Zoning Board of Appeals to grant this request with a stipulation that all safety features of the State of Illinois Department of Health and Human Services are approved and all fences on the playground are installed before the business opens, and have the proper ordinance drawn.

All members voted aye.

REPORTS – CONTINUED
AUGUST 5, 2013

4. CITY ATTORNEY REPORT DATED AUG. 1, 2013

Alderman Seibert made a motion seconded by Alderman Heisler to receive and file this report.

Discussion followed.

All members voted aye.

ORAL REPORTS

Alderman Heisler made a motion on behalf of the Master Sewer Committee seconded by Alderman Hayden to approve the long term control plan construction pay request #37 from Korte/Luitjohan and Thouvenot, Wade & Moerchen for a total amount of \$846,211.33.

Members voting aye on roll call: Heisler, Kinsella, Hult, Schmidt, Rujawitz, Randle, Anthony, Davidson, Silsby, Hayden, Seibert, White, Galetti, Musgrove, Orlet and Schneider.

Alderman Seibert made a motion on behalf of the Streets & Grades Committee seconded by Alderman Kinsella to approve low bidder, Road Safe Traffic, in the amount of \$49,307.40 for 2013 pavement markings (MFT/TIF funds).

Members voting aye on roll call: Heisler, Kinsella, Hult, Schmidt, Rujawitz, Randle, Anthony, Davidson, Silsby, Hayden, Seibert, White, Galetti, Musgrove, Orlet and Schneider.

Alderman Silsby made a motion on behalf of the Finance Committee seconded by Alderman Hayden to approve the purchase of equipment for televising city council meetings from Modern Communications, Inc. for \$10,000.00.

Members voting aye on roll call: Heisler, Kinsella, Hult, Schmidt, Rujawitz, Randle, Anthony, Davidson, Silsby, Hayden, Seibert, White, Galetti, Musgrove, Orlet and Schneider.

Alderman Silsby made a motion on behalf of the Finance Committee seconded by Alderman Randle to extend 0.25% home rule sales tax for two years, to sunset December 31, 2015 and

ORAL REPORTS – CONTINUED
AUGUST 5, 2013

then conduct an advisory referendum in November 2014 on the topic to let the public give input.

A lengthy discussion followed.

Alderman Schmidt made a motion seconded by Alderman Kinsella to make the 0.25% home rule sales tax permanent.

Further discussion followed regarding the pros and cons of making this sales tax permanent versus a sunset clause and referendum.

Alderman Schmidt amended her original motion and made a motion seconded by Alderman Kinsella to extend 0.25% home rule sales tax for four years, to sunset December 31, 2017, with no referendum.

Discussion continued among the council members regarding whether or not this tax is really needed, etc. Mayor Eckert asked for a roll call vote on the amendment. Alderman Hayden said we cannot change the original motion from the Finance Committee. Discussion followed. City Attorney Hoerner said we can amend the original motion if the majority of the council votes in favor of that. Alderman Hayden said both motions should be voted on separately. Further discussion followed. Alderman Hayden said the mayor's ruling is wrong because this is a two prong motion that should be separated and Alderman Hult concurred.

Members voting aye on roll call: Heisler, Kinsella, Schmidt, Rujawitz, Anthony, Davidson, Silsby, Seibert and Musgrove.

Members voting nay on roll call: Hult, Randle, Hayden, White, Galetti, Orlet and Schneider.

Mayor Eckert not asked for the original motion from the Finance Committee to be voted on. City Attorney Mr. Hoerner said we now need to consider to approve or deny this as amended and that will be the final action. Mayor Eckert asked for a roll call voted.

Alderman Kinsella made a motion seconded by Alderman Schmidt to approve the motion as amended.

Alderman Hayden said this action is wrong and said we are completely wrong with our parliamentary procedures. Further discussion continued. It was determined there is no need for another motion by Alderman Kinsella. Mayor Eckert said we will now vote again to confirm the original amended motion by Alderman Schmidt, seconded by Alderman Kinsella to extend

ORAL REPORTS – CONTINUED
AUGUST 5, 2013

0.25% home rule sales tax for four years, to sunset December 31, 2017, with no referendum. Additional discussion/debate continued between the elected officials.

Members voting aye on roll call: Heisler, Kinsella, Schmidt, Rujawitz, Anthony, Davidson, Silsby, Seibert and Musgrove.

Members voting nay on roll call: Hult, Randle, Hayden, White, Galetti, Orlet and Schneider.

Mayor Eckert said former Alderman Meyer sent a letter of support for the extension of the sales tax and would like it entered into the record (see attached Exhibit "B").

COMMUNICATIONS

Communication from Nicole Platzkoester requesting permission to have Abend Street blocked off with no parking in the 200-300 block on September 21, 2013 from 12:00 a.m. until 6:00 p.m. to use the street for wedding photos for an Abend Street resident.

Alderman Rujawitz made a motion seconded by Alderman Seibert to approve this from 10:00 a.m. in the morning until 6:00 p.m.

Discussion followed regarding the intent of this request. Mayor Eckert recommended we table this request until we get further clarification. Alderman Rujawitz and Alderman Seibert agreed to table this request.

All members voted aye.

Communication from the Optimist Club of Belleville requesting permission to hold "Bike Belleville" on Sunday, October 20, 2013 from 1:00 p.m. to 4:00 p.m. using the Richland Creek Greenway Trail.

Alderman Kinsella made a motion seconded by Alderman Anthony to grant this request.

All members voted aye.

Communication from Vintage Support Group at 900 Royal Heights Road requesting

COMMUNICATIONS – CONTINUED
AUGUST 5, 2013

permission to include some resale items every Friday in conjunction with their previously approved on-going fundraiser of a drive-thru coffee stand at their current developmental site.

Alderman Rujawitz made a motion seconded by Alderman Orlet to grant this request.

Discussion followed.

Alderman Hult made a motion seconded by Alderman Schmidt to table this request until we get further clarification.

All members voted aye.

Communication from Lindenwood University requesting permission to hold their 2nd annual car and truck show on Sunday, October 13, 2013 from 9:00 a.m. until 3:00 p.m. on their campus; including assistance from the police department and street department (barricades).

Alderman Anthony made a motion seconded by Alderman Musgrove to grant this request.

All members voted aye.

RESOLUTION NO. 3142 – 3143

Alderman Kinsella made a motion seconded by Alderman Schmidt to have the resolutions read by title only.

All members voted aye.

RESOLUTION NO. 3142 – A RESOLUTION OF SUPPORT FOR THE CITY OF BELLEVILLE 2013 IL TRANSPORTATION ENHANCEMENT PROGRAM FUNDING APPLICATION FOR THE WEST BELLEVILLE BIKE TRAIL PHASE III PROJECT

Alderman Silsby made a motion seconded by Alderman Anthony to adopt this resolution.

Members voting aye on roll call: Heisler, Kinsella, Hult, Schmidt, Rujawitz, Randle, Anthony, Davidson, Silsby, Hayden, Seibert, White, Galetti, Musgrove, Orlet and Schneider.

RESOLUTIONS – CONTINUED
AUGUST 5, 2013

RESOLUTION NO. 3143 – A RESOLUTION OF SUPPORT FOR THE CITY OF BELLEVILLE 2013 IL TRANSPORTATION ENHANCEMENT PROGRAM FUNDING APPLICATION FOR THE WEST BELLEVILLE BIKE TRAIL PHASE IV PROJECT

Alderman Silsby made a motion seconded by Alderman Seibert to adopt this resolution.

Members voting aye on roll call: Heisler, Kinsella, Hult, Schmidt, Rujawitz, Randle, Anthony, Davidson, Silsby, Hayden, Seibert, White, Galetti, Musgrove, Orlet and Schneider.

ORDINANCE NO. 7700 – 7703

Alderman Kinsella made a motion seconded by Alderman Schmidt to have Ordinance No. 7700 through 7703 read by title only.

All members voted aye.

ORDINANCE NO. 7700 – A ZONING ORDINANCE IN RE CASE #34-JUNE13 – MARIE WERNER

ORDINANCE NO. 7701 – A ZONING ORDINANCE IN RE CASE #35-JUNE13 – HOYLETON MINISTRIES

ORDINANCE NO. 7702 – A ZONING ORDINANCE IN RE CASE #38-JUL13 – VICTOR M. CUPIDO

ORDINANCE NO. 7703 – A ZONING ORDINANCE IN RE CASE #39-JUL13 – JAMES L. HAWTHORNE

Alderman Silsby made a motion seconded by Alderman Schmidt to pass these ordinances.

Members voting aye on roll call: Heisler, Kinsella, Hult, Schmidt, Rujawitz, Randle, Anthony, Davidson, Silsby, Hayden, Seibert, White, Galetti, Musgrove, Orlet and Schneider.

UNFINISHED BUSINESS

Alderman Schneider said this is the third time she has request minutes from the Park & Recreation Board and said she asked for them to be put in their mailbox. Alderman Hult said she would like a copy also. Alderman Hayden asked where the Turner Hall project stands and Emily updated him on the status. Alderman Hult asked about drug testing employees and Mayor Eckert said Mr. Hoerner will have to research the procedure as to how we go about it. Further discussion followed.

EXECUTIVE SESSION

Alderman Schmidt made a motion seconded by Alderman Kinsella to go into executive session at 9:20 p.m. to discuss litigation.

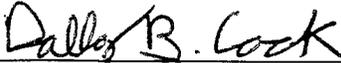
All members voted aye.

Following executive session, the city council went back into regular session at 9:32 p.m.

ADJOURNMENT

Alderman Schmidt made a motion seconded by Alderman Galetti to adjourn at 9:33 p.m.

All members voted aye.

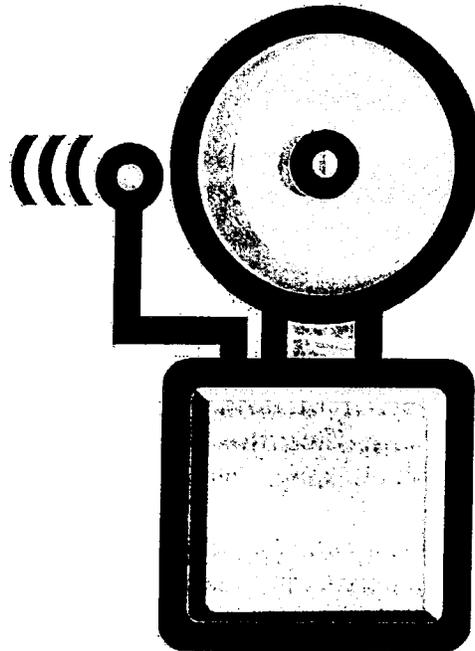


Dallas B. Cook, City Clerk

Exhibit "A"

BELLEVILLE CITY HALL

EMPLOYEE EMERGENCY EVACUATION **AND FIRE PREVENTION PLAN**



(Original Plan June 2013)

INTRODUCTION:

Emergencies will occur. The effect of the emergency must be controlled by means of a proper pre-emergency plan. In order to respond to this need, *The City of Belleville* has developed the following plan, which all employees are expected to follow in the prevention of and/or the responding to emergency situations that we reasonably expect could occur in our workplace.

EMERGENCY ACTION PLAN

A. SCOPE AND APPLICATION. As required by OSHA 29 CFR 1910.1910.38(a), the following Emergency Action Plan has been developed to ensure employee safety from fire or other emergencies.

B. ELEMENTS

1. Emergency Escape Procedures

Escape route assignments are posted throughout the facility. A layout of the facility clearly marked with escape routes is posted in each department. A copy of the layout is attached to this policy.

If an evacuation order is issued, remain calm, walk to the nearest exit and leave the building immediately. **After leaving the building, proceed to the Emergency Assembly Area located at the southwest quadrant of the Public Square in front of the St. Clair County Courthouse.** Do not leave the area. Do not return into the building. Follow your supervisor's instructions.

In addition to the escape routes, red labels indicate the locations of fire extinguishers for emergency use.

2. Employees Who Remain to Operate Critical Operations

As there are no City Hall processes which would require continued operation during an emergency, all employees are expected to leave the building immediately when an evacuation order is announced. No provisions are made for employees to remain in the building in the event of an evacuation.

3. Accounting of All Employees after an Emergency Evacuation

A RED Binder labeled Emergency Action Plan (EAP) will be kept in the following locations: **First Floor** - On the Switchboard Operator's desk; **Second Floor** - Copy Room near security door; and **Basement** - Countertop in Employee Lounge. A current Master List of all employees that work in City Hall will be maintained and placed in each EAP Binder. The Master Employee List will be used to account for the employees.

In the event of an Emergency Evacuation, all employees are instructed to leave City Hall and proceed to the **Emergency Assembly Area located at the southwest quadrant of the Public Square in front of the St. Clair County Courthouse.**

The employee manning the switchboard will be responsible for ensuring that the EAP Binder is taken to the Emergency Assembly Area. If possible, an employee evacuating the basement or second floor should take the EAP Binder from that floor with them to the Emergency Assembly Area.

Emergency personnel should be notified of an absent employee and possible whereabouts. Employees must not leave the area until instructed to do so by their supervisor.

For Council Meetings, Committee Meetings and Special Meetings that take place in City Hall a sign-in sheet will be posted for staff and attendees to sign. Prior to the beginning of the meeting the Chairperson or individual in charge of the meeting will explain emergency procedures to those in attendance. If an evacuation order is announced, the Mayor or Department Head, in the Mayor's absence, or their designee will be responsible for taking the sign-in sheet to the **Emergency Assembly Area located at the southwest quadrant of the Public Square in front of the St. Clair County Courthouse** to use for roll call. Emergency personnel should be notified of an absent person and possible whereabouts. Evacuated persons should not leave the area until instructed to do so by the Mayor or Department Head, in the Mayor's absence, or their designee.

4. Rescue and Medical Duties for Employees

Employees are not expected to perform any rescue or medical duties. Therefore, there are no provisions for training employees in these tasks. Local emergency medical facilities are used for emergency medical treatment. **The emergency phone number is 911.** At no time should an employee be directed to perform emergency duties that may endanger his/her life.

5. Fire Brigade

We do not support an employee fire brigade. Employees are not expected to fight fires or participate in rescue procedures.

6. Preferred Means of Reporting Fires and Other Emergencies

The preferred means of reporting fires and other emergencies is by phone. **The emergency phone number is 911.**

C. EMERGENCY NOTIFICATION

1. Employee Notification of an Emergency

Notification of an emergency or of an evacuation is communicated to the employees via the telephone paging system. Directions for the use of the paging system are as follows:

DIAL *463. Ask for the attention of the employees. Speak slowly and clearly. Describe the area in which the emergency is located. Direct the employees to evacuate and meet at the Emergency Assembly Area located at the southwest quadrant of the Public Square in front of the St. Clair County Courthouse.

When configuring "PREFERENCES" on a workstation phone, Employees are not permitted to select "NEVER" as an option on the Paging Enable screen. Either "ALWAYS" or "ON HOOK" must be selected.

D. EVACUATION FOR VARIOUS EMERGENCIES

1. Emergency Action Plan for Fire or Chemical Release

In the event of a fire or a chemical emergency, our policy is to immediately evacuate all employees from the building.

Follow the evacuation procedures posted in your work area. All employees must report to the **Emergency Assembly Area located at the southwest quadrant of the Public Square in front of the St. Clair County Courthouse**. The Department Head or his/her designee must take attendance to account for all personnel involved. Use common sense, if the exit to your reporting area is blocked by a hazard, use an alternate exit and go to the meeting area.

After employees have exited the building, and if necessary, the Department Head will designate one employee to meet and direct emergency personnel to the area where they are needed. Once accomplished, the designated employee shall make his/her way to the **Emergency Assembly Area**.

2. Emergency Action Plan for Electrical Outage

In the event of an electrical outage, power is provided by the backup generator. In case of backup generator failure, all employees should remain at their workstations unless their supervisor issues new instructions.

The backup generator must be tested at least twice a year. All records of the testing and any equipment repaired or replaced must be kept on file for at least one year.

3. Emergency Action Plan for Bomb Threat

In the event of a bomb threat, all personnel are to immediately notify the Police Department. If an employee finds a package or anything that looks like it doesn't belong, they should immediately notify the Police Department. **DO NOT MOVE IT, TOUCH IT OR DO ANYTHING WITH IT!!** Police Bomb Threat Protocols will be instituted upon their arrival. If an evacuation is ordered, all personnel are to report to **Emergency Assembly Area located at the southwest quadrant of the Public Square in front of the St. Clair County Courthouse**.

4. Emergency Action Plan for a Tornado or Other Dangerous Weather

In the event of a tornado or other dangerous weather condition, all employees will be advised to move to the basement. In the event that the paging system is down, your Department Head or his/her designee will relay instructions to all employees. All employees should then **CALMLY** make their way to the basement. Once in this area, crouch down and cover your face and neck with your hands. If you do not have time to make your way to the basement, try to find a central location in the building that provides some amount of cover; stay away from windows. Any questions about severe weather preparedness should be directed to your respective Department Head.

E. TRAINING OF PERSONNEL

In order to ensure the safe and orderly emergency evacuation of employees, a sufficient number of personnel should be trained to assist in emergency procedures. Department Heads and supervisors will be trained in the emergency procedures.

1. Periodic Review of Emergency Plans with Employees

A review of the emergency plans must be completed at the following times:

- When the plan is first developed and whenever the plan is revised.
- Any new employee must receive this training upon employment.
- Whenever the employee's responsibilities or designated actions under the plan change.
- Annual review of the Employee Emergency Evacuation and Fire Prevention Plan.

2. Review of Emergency Plans with Employees

A copy of the emergency plans must be provided to each new employee prior to the employee beginning his/her duties with the City of Belleville. Department Heads or their designee(s) are responsible for issuing a copy of and reviewing the emergency plan with each new employee. **Under no circumstances should a new employee be allowed to begin work without safety and evacuation training.** A copy of the Emergency Plan will be located on each floor of City Hall in the Emergency Action Plan Binder with the intent that it is available to all workers who wish to review it.

FIRE PREVENTION PLAN

A. SCOPE AND APPLICATION: As required by OSHA 29 CFR 1910.39(a); the following Fire Prevention Plan has been developed to prevent or minimize the possibility of a fire emergency.

B. ELEMENTS

1. Major Workplace Fire Hazards

The following is a list of potential fire hazards and their proper handling and storage procedures:

Electrical Fire Hazards

Electrical system failures and misuse of electrical equipment are leading causes of workplace fires. Fires can result from loose ground connections, wiring with frayed insulation, or overloaded fused, circuits, motors or outlets.

- To prevent electrical fires, employees shall:
- Make sure that worn wires are replaced.
- Use only appropriately rated fuses.
- Never use extension cords as substitutes for wiring improvements.
- Use only approved extension cords (UL or FM Label)

Portable Heaters

-Portable heaters shall have tip-over protection that automatically shuts off the unit when it is tipped over. There shall be adequate clearance between the heater and combustible furnishing or other materials at all times.

Office Fire Hazards

Fires in offices have become more likely because of the increased use of electrical equipment, such as computers and fax machines. To prevent office fires, employees shall:

- Avoid overloading circuits with office equipment.
- Turn off non-essential electrical equipment at the end of each workday.
- Keep storage areas clear of rubbish.
- Ensure that extension cords are not placed under carpets.
- Ensure that trash and paper set aside for recycling is not allowed to accumulate.

2. Personnel Responsible for Maintenance of Fire and Emergency Equipment

The **Maintenance Department** is responsible for maintaining fire extinguishers.

3. Personnel Responsible for Control of Fuel Source Hazards

Department Heads shall regularly evaluate the presence of combustible materials within their work area.

C. HOUSEKEEPING

1. Housekeeping to Control Accumulations of Flammable and Combustible Materials

General housekeeping is an everyday duty. Cleanliness is stressed to all employees. All employees have the responsibility for maintaining and cleaning equipment. In addition, the supervisors of the various departments are responsible for their respective areas. Each worker is expected to keep their work area clean.

D. TRAINING

1. Employee Training for Fire Hazards of the Materials and Processes

Department Heads or their designee(s) shall present basic fire prevention training to all employees upon employment and shall maintain documentation of the training, which includes:

- Review of 29 CFR 1910.38, including how it can be accessed.
- This Fire Prevention Plan, including how it can be accessed.
- Good Housekeeping practices.
- Proper response and notification in the event of a fire.
- Recognition of potential fire hazards.

Training will also include information about the fire hazards associated with the specific materials and processes to which employees are exposed. Employees will receive this training at their initial assignment, annually and when changes in work processes necessitate additional training.

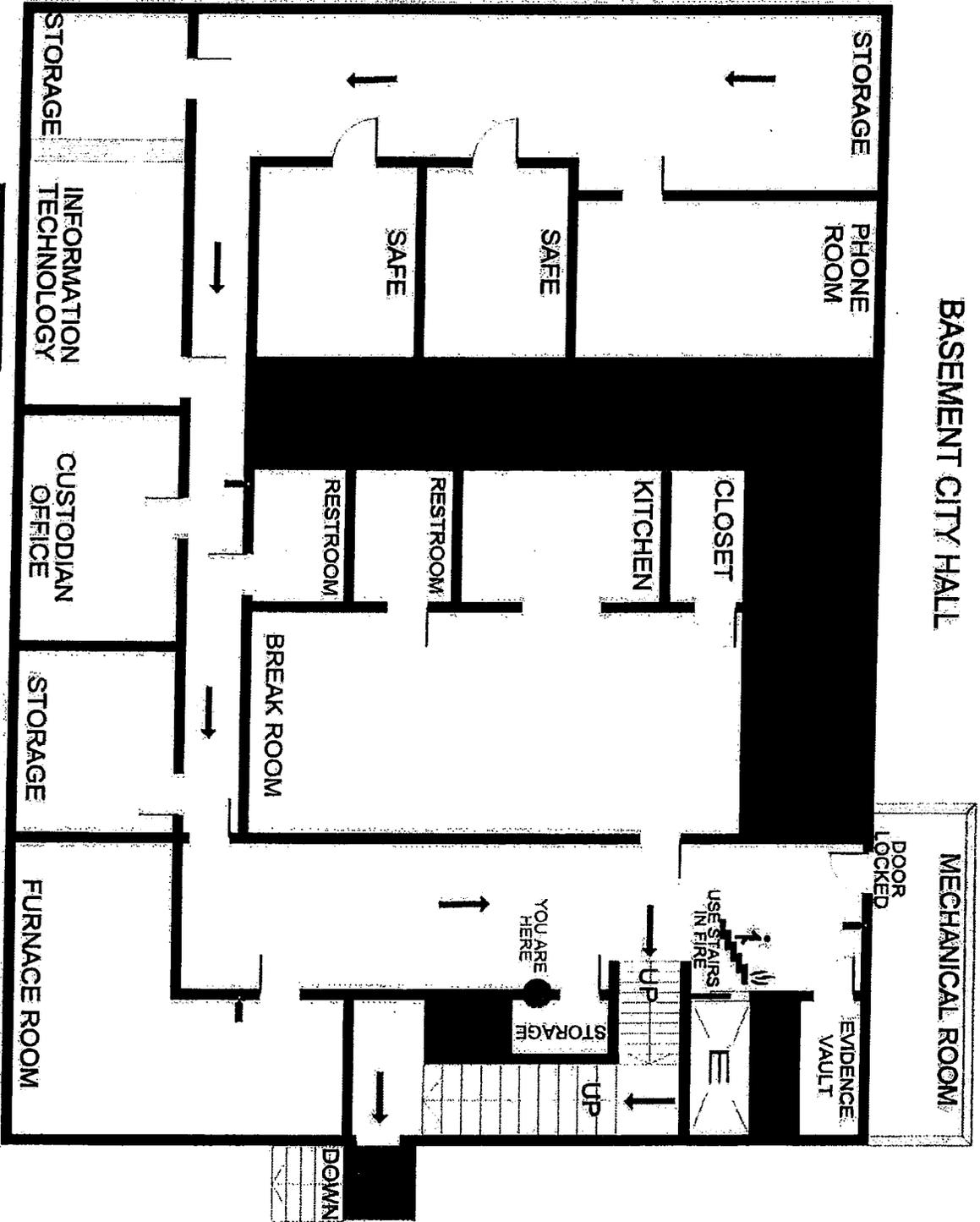
Under no circumstances should a new employee be allowed to begin work without training for fire hazards of the materials and processes. A copy of the Fire Prevention Plan will be located on each floor of City Hall in the Emergency Action Plan Binder with the intent that it will be available to all workers who wish to review it.

E. REVIEW AND REVISE

This Emergency Action Plan will be reviewed at least once on a yearly basis and revised as necessary by the Mayor or his designee. If you have any questions or concerns about this policy they should be brought to the attention of your respective Department Head.

Mark W. Eckert 6-28-13
Mayor Mark Eckert Date

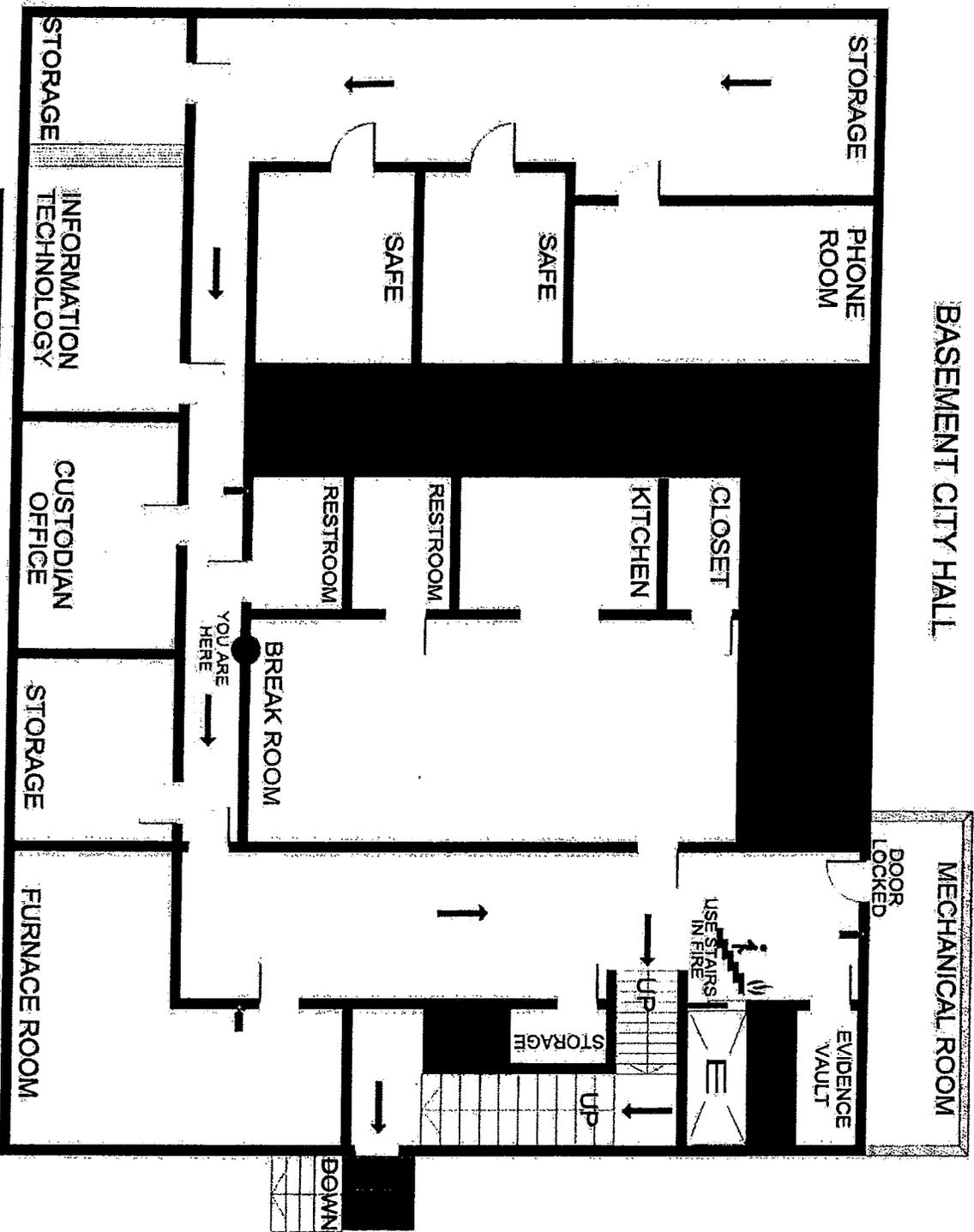
BASEMENT CITY HALL



FIRE ROUTE

SEVERE WEATHER: STAY IN PLACE

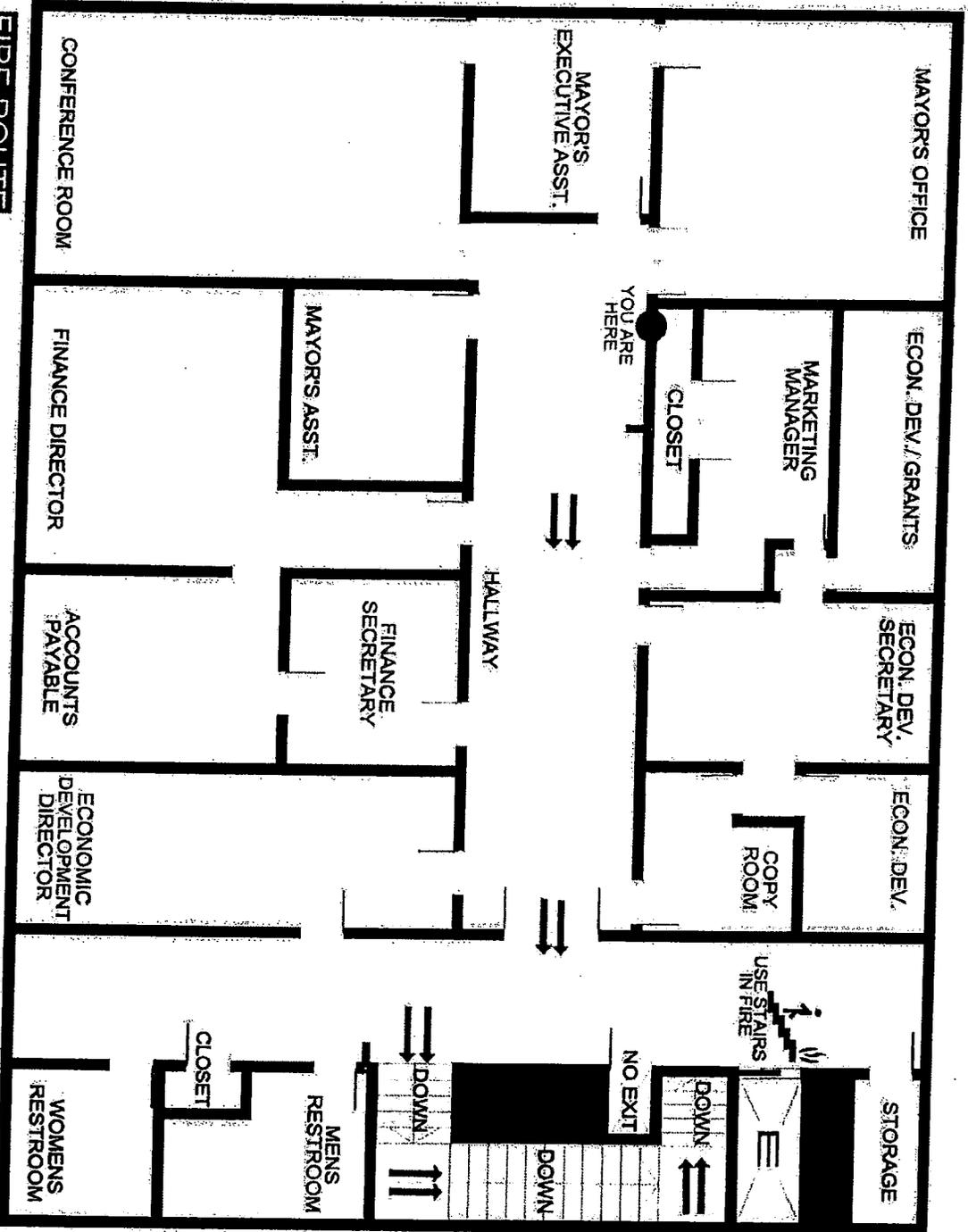
BASEMENT CITY HALL



FIRE ROUTE

SEVERE WEATHER: STAY IN PLACE

2nd FLOOR CITY HALL

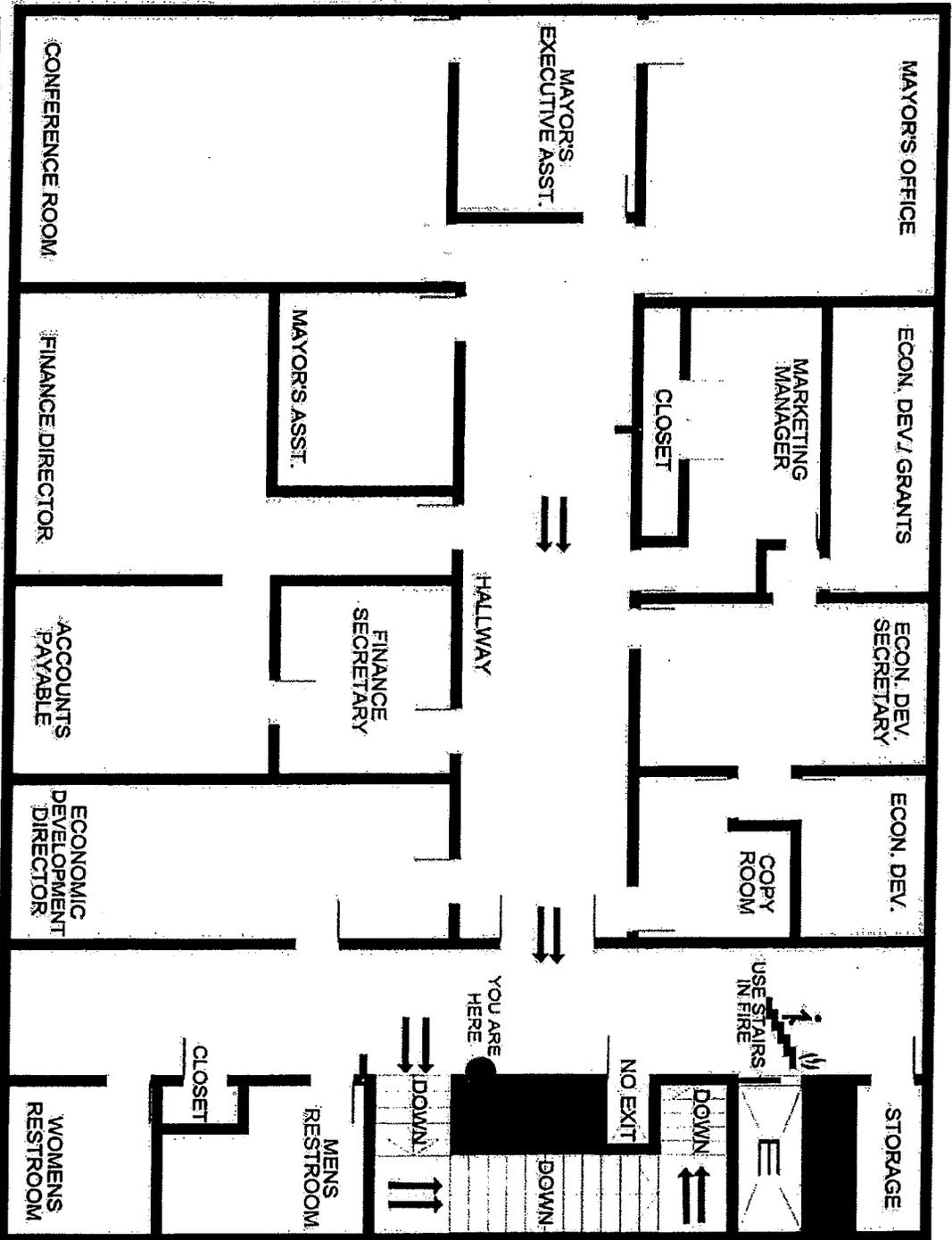


FIRE ROUTE

NOT TO SCALE

SEVERE WEATHER ROUTE

2nd FLOOR CITY HALL



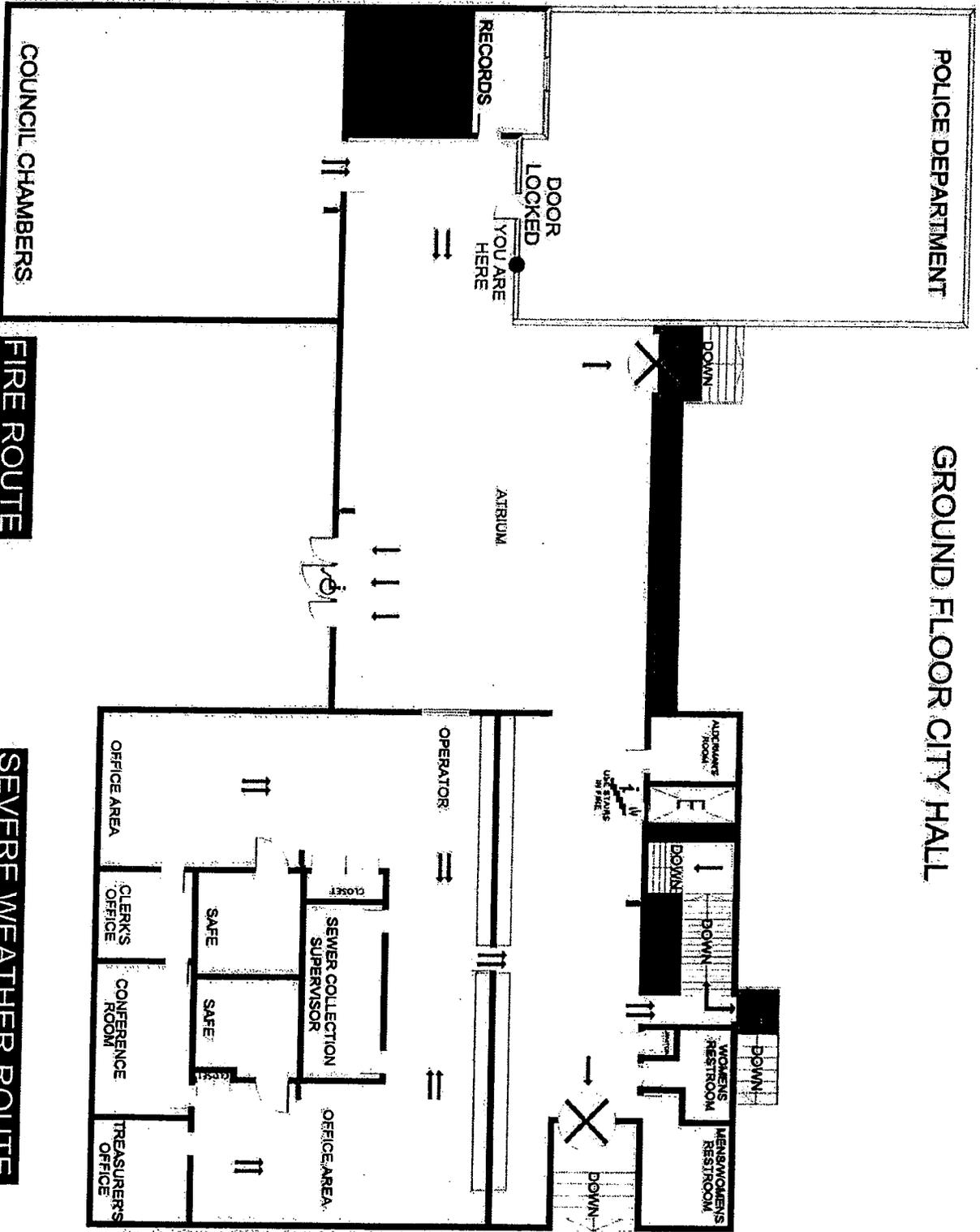
FIRE ROUTE

SCALE

SEVERE WEATHER ROUTE

POLICE DEPARTMENT

GROUND FLOOR CITY HALL



COUNCIL CHAMBERS

FIRE ROUTE

SEVERE WEATHER ROUTE

Emergency Action Plan Employee Accountability List

City Hall - 2nd Floor

Present	Not Present	Employee
		Mayor Mark Eckert
		Sharon Strausbaugh
		Erin Clifford
		Erika Roche
		Emily Fultz
		Kari Tutza
		Eric Schauter
		Jamie Maitret
		Jo Mueller
		Kathy Range

City Hall - 1st Floor

Present	Not Present	Employee
		Dallas Cook
		Jennifer Conklin
		Mary Teague
		Nancy Schulte
		Cindy Owens
		Dean Hardt
		Niccy Cook
		Gloria Ripplemeyer
		Lauren Maule
		Chris Spalding
		Debbie Petchulat
		Jennifer Middendorf
		Patti Rompel
		Sherry Wright

City Hall - Basement

Present	Not Present	Employee
		Rich Peppers
		Alan Zurliene
		Libby Clement
		Tim Worley

Exhibit "B"

Mayor Mark Eckert

From: Dorothy A. Meyer [dmeyer@co.st-clair.il.us]
Sent: Friday, August 02, 2013 1:54 PM
To: Mayor Mark Eckert

To: Mayor Mark Eckert, Belleville City Council Members and the resident of Belleville

FROM: Dorothy Meyer
200 North 28th Street
Belleville, IL 62226

PLEASE ENTER INTO THE RECORD

Unfortunately I am unable to attend the meeting this evening to discuss the future of the 0.25 percent sales tax. When I served as Alderman for Ward 2 I voted in favor the tax and I still stand by that decision. It was a decision that I thought about long and hard, but after weighing the pros and cons I ultimately knew it was the right thing to do for the future of Belleville. While no one wants another tax or an increase of any kind it was the best alternative to make up the shortfall from the State's lack of funding at the time.

While on the Council I heard Alderman lobby for more police but never heard a viable solution on how to fund the expenditure. The sales tax that is currently in place is a viable solution to hire more police.

I encourage the Council to vote in favor of retaining the tax to keep Belleville the safe community it is and to continue its growth.

Thank you

CASH RECEIPTS
FISCAL YEAR '2013-2014'

	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	JANUARY	FEBRUARY	MARCH	APRIL	CUMULATIVE TOTAL
NONCONFORMING USE													\$ -
HOUSING PENALTY FEE													\$ -
MISC. COIN													\$ -
GAS & BOILER FEES	\$ 105.00	\$ 140.00	\$ 155.00										\$ 400.00
PLUMBING FEES	\$ 62.00	\$ 193.00	\$ 276.00										\$ 531.00
ELECTRICAL FEES	\$ 2,105.00	\$ 2,005.00	\$ 1,860.00										\$ 5,970.00
ELECTRICAL LICENSE FEES	\$ 850.00	\$ 100.00	\$ 100.00										\$ 1,050.00
ELECTRICAL TESTING FEES													\$ -
BUILDING PERMITS	\$ 2,885.00	\$ 1,080.00	\$ 701.00										\$ 4,666.00
DEMOLITION PERMITS	\$ 50.00	\$ 100.00											\$ 150.00
HOME OCCUPATION PERMITS	\$ 100.00	\$ 100.00	\$ 200.00										\$ 400.00
SIGN PERMITS	\$ 127.18	\$ 30.00	\$ 95.00										\$ 252.18
CODE BOOKS													\$ -
BOCA CODE BOOK													\$ -
FLOOD PLAIN LETTER													\$ -
ZONING CERTIFICATE													\$ -
AERATION INSPECTION FEES													\$ -
OCCUPANCY PERMITS	\$ 12,250.00	\$ 10,750.00	\$ 12,775.00										\$ 35,775.00
HOUSING INSPECTIONS	\$ 12,540.00	\$ 12,240.00	\$ 15,420.00										\$ 40,200.00
EXCAVATION PERMIT		\$ 20.00	\$ 410.00										\$ 60.00
COMBINATION PERMITS	\$ 3,684.00	\$ 3,254.00	\$ 3,207.00										\$ 10,145.00
DUMPSTER PERMIT	\$ 100.00	\$ 50.00	\$ 100.00										\$ 250.00
REFUSE CONTAINER FEE	\$ 250.00	\$ 450.00	\$ 500.00										\$ 1,200.00
LARGE ITEM PICKUP FEE	\$ 2,475.00	\$ 2,205.00	\$ 2,090.00										\$ 6,770.00
SEWER TAP-IN FEES	\$ 19,375.00	\$ 31,850.00	\$ 18,525.00										\$ 69,750.00
SEWER TAP-IN INSPECTION	\$ 670.00	\$ 1,120.00	\$ 950.00										\$ 2,740.00
TOTAL COLLECTED	\$ 57,628.18	\$ 65,687.00	\$ 57,364.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 180,679.18

SYS DATE 081213
[GSCI]

CITY OF BELLEVILLE
STATEMENT OF CASH AND INVESTMENTS
AS OF THE MONTH & YEAR 07/13

SYS TIME 08:58

NAME OF FUND	CASH ON HAND	INVESTMENTS	FUNDS AVAILABLE
GENERAL FUND	2,963,797.20	3,062.82	2,966,860.02
PARKS PROJECT FUND	123,361.77	0.00	123,361.77
INSURANCE FUND	144,728.04	0.00	144,728.04
LIBRARY	1,108,710.64	0.00	1,108,710.64
PAYROLL ACCOUNT	773,764.23-	0.00	773,764.23-
PLAYGROUND AND RECREATION	1,060,670.22	0.00	1,060,670.22
TAX INCREMENT FINANCING DIST. 1	81,423.37	0.00	81,423.37
TAX INCREMENT FINANCING DIST. 2	101,927.69	0.00	101,927.69
RETIREMENT FUND	368,404.74	0.00	368,404.74
MOTOR FUEL TAX FUND	365,975.51	0.00	365,975.51
FOUNTAIN FUND	5,867.89	0.00	5,867.89
TORT LIABILITY FUND	340,490.86	0.00	340,490.86
SWIMMING POOL FUND	200.00	0.00	200.00
WALNUT HILL FUTURE CARE FUND	4,892.78	232,281.14	237,173.92
SEWER OPERATION & MAINTENANCE	3,823,399.82	0.00	3,823,399.82
SEWER REPAIR & REPLACEMENT FUND	838,673.73	0.00	838,673.73
SEWER CONSTRUCTION FUND	4,610,783.33	0.00	4,610,783.33
SEWER BOND AND INTEREST FUND	1,888,151.89	0.00	1,888,151.89
SPECIAL SERVICE AREA	194,054.95	0.00	194,054.95
WORKING CASH FUND	372,266.05	0.00	372,266.05
LIBRARY - GIFT ENDOWMENT	30,017.95	0.00	30,017.95
SALES TAX TIF DISTRICT	1,494,903.20	0.00	1,494,903.20
TAX INCREMENT FINANCING DIST #3	6,806,923.10	0.00	6,806,923.10
TAX INCREMENT FINANCING DIST. 4	22,771.16	0.00	22,771.16
CAPITAL PROJECTS FUND	115.60	0.00	115.60
BELLEVILLE ILLINOIS TOURISM	14,497.87	0.00	14,497.87
TIF 8 (DOWNTOWN SOUTH)	337,665.47	0.00	337,665.47
TIF 9 (SOUTHWINDS ESTATE)	316,091.41	0.00	316,091.41
TIF 10 (LOWER RICHLAND CREEK)	1,081,642.01	0.00	1,081,642.01
TIF 11 (INDUSTRIAL JOB RECOVERY)	72,963.87	0.00	72,963.87
TIF 12 (SHERMAN STREET)	164,174.28	0.00	164,174.28
TIF 13 (DRAKE ROAD)	110,717.64	0.00	110,717.64
TIF 14 (ROUTE 15 EAST)	263,742.29	0.00	263,742.29

SYS DATE 081213
[GSCI]

CITY OF BELLEVILLE
STATEMENT OF CASH AND INVESTMENTS
AS OF THE MONTH & YEAR 07/13

SYS TIME 08:58

NAME OF FUND	CASH ON HAND	INVESTMENTS	FUNDS AVAILABLE
TIF 15 (CARLYLE GREENMOUNT)	3,791,746.30	0.00	3,791,746.30
TIF 16 (ROUTE 15 WEST CORRIDOR)	135,389.21	0.00	135,389.21
SPECIAL SERVICE AREA RESERVE ACC	112,920.90	0.00	112,920.90
SPECIAL SERVICE AREA BONDS, I&S	154,518.94	0.00	154,518.94
SALES TAX TIF BONDS, I & S	243,987.27	0.00	243,987.27
2011 TIF BONDS I & S	128,023.82	0.00	128,023.82
2005 Bond Fund I & S	1,062,089.87	0.00	1,062,089.87
D.A.R.E.	1,331.54	0.00	1,331.54
POLICE TRUST	19,154.68	0.00	19,154.68
NARCOTICS	134,665.19	0.00	134,665.19
LOCAL LAW ENFORCEMENT BLOCK GRAN	164,993.28	0.00	164,993.28
TIF 17 (EAST MAIN STREET)	163,386.00	0.00	163,386.00
TIF 18 (SCHEEL STREET)	79,792.13	0.00	79,792.13
TIF 19 (FRANK SCOTT PARKWAY)	2,606,079.02	0.00	2,606,079.02
TIF 20 - RT. 15 / S. GREEN MT	41,541.54	0.00	41,541.54
TIF 21 - BELLE VALLEY / PHASE II	6,076.50	0.00	6,076.50
	=====	=====	=====
TOTALS	37,185,938.29	235,343.96	37,421,282.25
	=====	=====	=====

GENERAL FUND

01

CASH

CASH IN BANK	\$ 2,304,473.22
CASH IN BANK-CONTINENTAL MAGNA	0.00
CASH IN BANK-WEST POINTE BANK	26,115.19
CASH IN BANK-EPAY	7,746.93
CASH IN BANK-IKE GRANT/WAGNER	28.52
PETTY CASH	1,425.00
HISTORICAL PRESERVATION-SAVINGS	3,062.54
INVESTMENTS	0.00
	<u>\$ 2,342,851.40</u>

CASH BALANCE, JULY 1, 2013

\$ 2,342,851.40

RECEIPTS

UTILITY TAX	\$ 219,392.56
HOTEL/MOTEL TAX	801.23
LIQUOR LICENSE	550.00
BUSINESS LICENSE	1,537.50
LIQUOR APPLICATION FEE	250.00
BUILDING & SIGN PERMITS	6,426.00
ELECTRICAL PERMITS	1,815.00
ELECTRICAL LICENSE FEE	100.00
PLUMBING PERMITS	155.00
HVAC PERMITS	155.00
OCCUPANCY PERMITS	12,825.00
BUSINESS OCCUPANCY PERMITS	1,000.00
HOUSING INSPECTION FEES	15,420.00
FIRE INSPECTION FEES	6,552.50
EXCAVATION PERMITS	385.00
PARKING PERMITS	1,692.00
STATE INCOME TAX	758,891.02
REPLACEMENT TAX	99,096.81
COPS FAST GRANT	75,000.00
SAFER GRANT - FIRE DEPT	13,020.00
SALES TAX	490,924.44
LEASED CAR TAX	696.67
TELECOMMUNICATIONS TAX	125,141.96
PARKWAY NORTH BUS DIST SALE TAX	2,452.07
LOCAL USE TAX	61,957.24
HOME RULE SALES TAX	189,880.79
GAMING FEES	2,395.55
COURT FINES	6,054.20
POLICE DEPT VEHICLE DIST.	1,778.26
DUI ENFORCEMENT DISTRIBUTION	1,307.32
VEHICLE TOW RELEASE FEES	18,150.00
S.O. REGISTRATION FEES	20.00
PARKING FINES	5,995.00
METER COLLECTIONS	6,943.16
TRASH DISPOSAL CHARGES	260,719.58
TRASH TOTES	650.00
CEMETERY INCOME - BURIALS	2,850.00
CEMETERY INCOME-SALE LOTS/GRAVES	1,062.50
CEMETERY INCOME - ENDOWED CARE	187.50
CEMETERY FOUNDATIONS & VASES	2,356.00
LIEN FEES	180.00
GARAGE PARKING	660.00
WEED CUTTING SERVICES	2,231.00

GENERAL FUND

01

MISC ENGINEERING FEES	125.00
OTHER SALES & SERVICES	1,558.50
INTEREST INCOME	342.28
RENTAL INCOME	1,700.00
LEASE'S-SPRINT TOWER	1,474.42
LEASE'S-OTHER	1,725.50
DONATIONS-HISTORIC PRESERVATION	0.28
REIMB. ADMINISTRATION	2,788.99
REIMB. POLICE DEPARTMENT	27,088.89
REIMB. PARKS DEPARTMENT	126.14
REIMB. HEALTH & SANITATION	250.00
REIMB. HEALTH & HOUSING	498.00
REIMB. FINANCE DEPARTMENT	1,000.00
REIMB. MAINT. DEPT.	200.00
RECYCLING INCOME	78.40
EPAYABLE PROCESSING INCOME	992.23
MISCELLANEOUS INCOME	<u>132.40</u>

\$ 2,439,738.89

<u>TOTAL RECEIPTS</u>	\$ <u>2,439,738.89</u>
<u>TOTAL CASH AVAILABLE</u>	\$ <u>4,782,590.29</u>

DISBURSEMENTS

ADMINISTRATION

SALARIES - REGULAR	\$ 28,510.08
HOSPITAL INSURANCE	1,959.69
RETIREES HEALTH INSURANCE	24,073.02
MAINTENANCE & SERVICE - EQUIP.	1,435.22
OTHER PROFESSIONAL SERVICES	23,537.23
POSTAGE	10,000.00
TELEPHONE	6,687.42
PUBLISHING	701.80
UTILITIES	30,477.09
STREET LIGHTING	32,604.17
FEES & PERMITS	102.35
RENTALS	967.12
OPERATING SUPPLIES	466.16
INTEREST PKWY NORTH NOTES	6,235.85
PROPERTY TAXES	7,785.90

POLICE DEPARTMENT

POLICE SALARIES-REGULAR	466,043.50
SALARIES - PART-TIME	4,301.47
SALARIES - OVERTIME	45,379.49
PAGER PAY	200.00
HOSPITAL INSURANCE	72,885.20
MAINTENANCE SERVICE - EQUIPMENT	1,954.48
MAINTENANCE SERVICE - VEHICLES	6,060.27
OTHER PROFESSIONAL SERVICES	194.00
TELEPHONE	2,053.80
PRINTING	385.53
DUES	50.00
TRAVEL EXPENSE	68.52
TUITION REIMBURSEMENT	15,317.56
RENTALS	3,134.96

GENERAL FUND

01

OFFICE SUPPLIES	236.93
OPERATING SUPPLIES	1,826.04
AUTOMOTIVE FUEL/OIL	20,549.55
EQUIPMENT	229.99
CANINE UNIT	285.74

FIRE DEPARTMENT

SALARIES - REGULAR	326,532.88
SALARIES - OVERTIME	12,286.12
HOSPITAL INSURANCE	48,887.73
MAINTENANCE SERVICE - EQUIPMENT	40.00
MAINTENANCE SERVICE - VEHICLES	4,768.57
OTHER PROFESSIONAL SERVICES	330.00
TELEPHONE	1,492.59
TRAVEL EXPENSE	25.00
TRAINING EXPENSE	1,603.23
RENTALS	417.49
MAINT/SUPPLIES EQUIPMENT	570.35
MAINTENANCE SUPPLIES - VEHICLE	4,157.88
OFFICE SUPPLIES	152.28
OPERATING SUPPLIES	1,190.72
SMALL TOOLS	110.18
JANITORIAL SUPPLIES	523.78
AUTOMOTIVE FUEL/OIL	2,822.94
EQUIPMENT	3,054.44
VEHICLES	140,000.00
MISCELLANEOUS EXPENSE	137.27
STREETS	

SALARIES - REGULAR	72,826.95
SALARIES - PART TIME	9,650.00
SALARIES - OVERTIME	1,503.84
HEALTH INSURANCE	15,740.71
MAINTENANCE SERVICE - EQUIPMENT	6,014.28
MAINTENANCE SERVICE - STREETS	340.00
MAINTENANCE SERVICE - GROUNDS	750.00
OTHER PROFESSIONAL SERVICES	558.11
TELEPHONE	568.78
LANDFILL FEES	140.00
RENTALS	376.87
MAINTENANCE SUPPLIES- EQUIPMENT	2,036.17
MAINTENANCE SUPPLIES - VEHICLES	436.92
MAINTENANCE SUPPLIES - STREETS	1,038.61
MAINTENANCE SUPPLIES-TRAFFIC CON	1,572.45
OPERATING SUPPLIES	699.15
AUTOMOTIVE FUEL/OIL	7,953.71

PARKS DEPARTMENT

SALARIES - REGULAR	21,671.96
SALARIES - PART TIME	21,137.15
SALARIES - OVERTIME	675.22
HOSPITAL INSURANCE	4,059.30
MAINTENANCE SERVICE - EQUIPMENT	23.29
MAINTENANCE SERVICE - VEHICLES	1,340.26
MAINTENANCE SERVICE - GROUNDS	70.00
TELEPHONE	1,419.51
PUBLISHING	69.03

GENERAL FUND

01

UTILITIES	8,710.00
RENTALS	806.63
MAINT/SUPPLIES EQUIPMENT	1,311.51
MAINT/SUPPLIES VEHICLES	127.79
MAINTENANCE SUPPLIES - GROUNDS	2,774.65
MAINTENANCE SUPPLIES - OTHER	809.47
OPERATING SUPPLIES	682.21
SMALL TOOLS	218.62
JANITORIAL SUPPLIES	180.57
AUTOMOTIVE FUEL/OIL	4,293.15

CEMETERY DEPARTMENT

SALARIES - REGULAR	11,488.62
SALARIES - PART TIME	10,390.00
SALARIES - OVERTIME	291.22
HOSPITAL INSURANCE	1,841.11
OTHER PROFESSIONAL SERVICES	70.00
TELEPHONE	134.78
MAINTENANCE SUPPLIES - EQUIPMENT	947.49
OPERATING SUPPLIES	79.35
AUTOMOTIVE FUEL/OIL	1,388.18

HEALTH & SANITATION

SALARIES - REGULAR	64,330.93
SALARIES - OVERTIME	5,844.49
HOSPITAL INSURANCE	10,478.50
MAINTENANCE SERVICE - VEHICLES	13,418.51
OTHER PROFESSIONAL SERVICES	7,986.60
TELEPHONE	768.45
LANDFILL FEES	46,916.16
FEES & PERMITS	34.80
MAINTENANCE SUPPLIES - VEHICLE	4,918.70
OPERATING SUPPLIES	1,401.42
AUTOMOTIVE FUEL/OIL	16,210.61

POLICE & FIRE COMM.
LEGAL DEPARTMENT

SALARIES - REGULAR	12,558.48
HOSPITAL INSURANCE	4.91
OTHER PROFESSIONAL SERVICES	2,510.62
POSTAGE	230.00
PRINTING	35.00

HEALTH & HOUSING

SALARIES - REGULAR	37,651.10
SALARIES - PART TIME	7,881.40
HOSPITAL INSURANCE	6,901.59
MAINTENANCE SERVICE - VEHICLES	798.75
OTHER PROFESSIONAL SERVICES	5,138.00
TELEPHONE	477.08
PRINTING	170.00
FEES & PERMITS	40.00
RENTAL	563.66
OFFICE SUPPLIES	43.00
AUTOMOTIVE FUEL/OIL	1,575.71

PLANNING & ECONOMIC DEVELOPMENT

GENERAL FUND

01

SALARIES - REGULAR	11,890.64
HOSPITAL INSURANCE	2,147.77
TELEPHONE	59.90
PUBLISHING	152.22
TRAVEL EXPENSE	25.00
TRAINING	45.00
OPERATING SUPPLIES	37.08

MAYOR

SALARIES - REGULAR	12,025.36
HOSPITAL INSURANCE	2,681.70
TELEPHONE	94.65
TRAVEL EXPENSE	25.00
AUTOMOTIVE FUEL/OIL	258.43

FINANCE

SALARIES - REGULAR	12,103.10
HOSPITAL INSURANCE	1,804.61
TRAVEL EXPENSE	111.70
TRAINING	175.00

HUMAN RESOURCES

SALARIES - REGULAR	8,462.94
HOSPITAL INSURANCE	967.36
MEDICAL SERVICE	126.00
OTHER PROFESSIONAL SERVICES	14.00
PUBLISHING	99.95
RENTALS	194.20

CLERKS

SALARIES - REGULAR	18,850.72
SALARIES - OVER TIME	189.14
HOSPITAL INSURANCE	3,318.51
TRAVEL EXPENSE	15.87
OPERATING SUPPLIES	450.00

TREASURER

SALARIES - REGULAR	8,370.32
HOSPITAL INSURANCE	2,529.88
TRAINING	350.00

MAINTENANCE

SALARIES - REGULAR	31,645.36
SALARIES - OVER TIME	54.36
HOSPITAL INSURANCE	5,727.78
MAINTENANCE SERVICE - BUILDING	5,559.16
MAINTENANCE SERVICE - POLICE	845.30
MAINTENANCE SERVICE - FIRE	605.00
MAINTENANCE SERVICE - LIBRARY	337.65
MAINTENANCE SERVICE - PARKS/REC	118.16
MAINTENANCE SERVICE - VEHICLES	66.42
MAINTENANCE SERVICE - GROUNDS	60.95
TELEPHONE	285.91
RENTAL	15.47
JANITORIAL SUPPLIES	181.42
AUTOMOTIVE FUEL/OIL	436.27

ENGINEERING

PERIOD: JUL 2013
SYS DATE 081213 [GCT]

CITY OF BELLEVILLE
TREASURER'S REPORT

SYS TIME 08:58

GENERAL FUND

01

SALARIES - REGULAR	12,041.92	
HOSPITAL INSURANCE	2,086.54	
TELEPHONE	91.41	
RENTALS	258.23	
AUTOMOTIVE FUEL/OIL	<u>631.98</u>	
	\$ 1,982,147.01	
<u>TOTAL DISBURSEMENTS</u>		\$ 1,982,147.01

OTHER FINANCING SOURCES & USES

DUE FROM OTHER FUNDS	\$ 164,948.56	
DUE TO 06 PAYROLL	<u>1,468.18</u>	
	\$ 166,416.74	
<u>TOTAL OTHER FIN. SOURCES & USES</u>		\$ 166,416.74

CASH

CASH IN BANK	\$ 2,928,393.97	
CASH IN BANK-CONTINENTAL MAGNA	0.00	
CASH IN BANK-WEST POINTE BANK	26,115.19	
CASH IN BANK-EPAY	7,834.52	
CASH IN BANK-IKE GRANT/WAGNER	28.52	
PETTY CASH	1,425.00	
HISTORICAL PRESERVATION-SAVINGS	3,062.82	
INVESTMENTS	<u>0.00</u>	
	\$ 2,966,860.02	
<u>CASH ON DEPOSIT, JULY 31, 2013</u>		\$ 2,966,860.02

SEWER OPERATION & MAINTENANCE 21

CASH

CASH IN BANK	\$ 3,743,415.42
CASH IN BANK - EPAY	121,388.47
PETTY CASH	454.43
INVESTMENTS	<u>0.00</u>
	\$ 3,865,258.32

CASH BALANCE, JULY 1, 2013 \$ 3,865,258.32

RECEIPTS

REVENUE

SEWER CHARGES	\$ 493,326.21
COLLECTION - ST CLAIR TOWNSHIP	32,161.71
SEWER LINE INSURANCE	10,717.42
GARBAGE CHARGES	5,036.58-
LIEN FEES	380.00
INTEREST INCOME	349.13
MISCELLANEOUS INCOME	<u>7,971.02</u>
	\$ 539,868.91

TOTAL RECEIPTS \$ 539,868.91
TOTAL CASH AVAILABLE \$ 4,405,127.23

DISBURSEMENTS

EXPENSES

BAD DEBTS	\$ 155.41
INTERFUND OPERATING TRANSFER SEWER COLLECTION	182,709.86

SALARIES - REGULAR	18,821.80
HOSPITAL INSURANCE	2,896.89
SOCIAL SECURITY	1,439.86
I.M.R.F.	1,360.93
OTHER PROFESSIONAL SERVICES	1,540.07
POSTAGE	3,491.35
STOOKEY TOWNSHIP SEWER FEES & PERMITS	36,717.00
	940.00

SEWER LINES

SALARIES - REGULAR	20,929.59
SALARIES - OVERTIME	425.08
PAGER PAY	377.84
HOSPITAL INSURANCE	4,697.87
RETIRES HEALTH INSURANCE	39.48
SOCIAL SECURITY	1,662.53
I.M.R.F.	2,665.74
MAINTENANCE SERVICE - EQUIPMENT	592.10
MAINTENANCE SERVICE - VEHICLES	718.94
MAINTENANCE SERVICE - SYSTEM	33,436.23
MAINTENANCE SERVICE - SLRP	10,336.95
TELEPHONE	105.15
MAINTENANCE SUPPLIES - OTHER	61.22
OPERATING SUPPLIES	221.16
AUTOMOTIVE FUEL/OIL	2,125.94

SEWER OPERATION & MAINTENANCE 21

SEWER PLANT

SALARIES - REGULAR	100,076.12
SALARIES - OVERTIME	2,742.78
PAGER PAY	1,639.70
HOSPITAL INSURANCE	14,129.46
RETIRES HEALTH INSURANCE	33.47-
SOCIAL SECURITY	7,991.09
I.M.R.F.	11,965.10
MAINTENANCE SERVICE - BUILDING	2,510.83
MAINTENANCE SERVICE - EQUIPMENT	9,216.49
MAINTENANCE SERVICE - VEHICLES	4,809.95
MAINTENANCE SERVICE-GROUNDS	26.63
OTHER PROFESSIONAL SERVICE	7,843.68
TELEPHONE	2,509.28
DUES	- 57.00
TRAVEL EXPENSE	306.21
UTILITIES	31,178.89
FEES AND PERMITS	55,000.00
RENTAL	261.64
MAINTENANCE SUPPLIES - EQUIP.	2,375.39
MAINTENANCE SUPPLIES - GROUNDS	1,695.99
MAINTENANCE SUPPLIES - OTHER	346.02
OFFICE SUPPLIES	120.77
OPERATING SUPPLIES	241.93
JANITORIAL SUPPLIES	92.20
AUTOMOTIVE FUEL/OIL	1,624.63
CHEMICAL SUPPLIES	1,844.06
EQUIPMENT	<u>7,804.72</u>

TOTAL DISBURSEMENTS \$ 596,846.08 \$ 596,846.08

OTHER FINANCING SOURCES & USES

ACCOUNTS RECEIVABLE	\$ 15,225.58
ACCT. REC. SEWER LINE INS	<u>106.91-</u>
	\$ 15,118.67

TOTAL OTHER FIN. SOURCES & USES \$ 15,118.67 \$ 15,118.67

CASH

CASH IN BANK	\$ 3,674,509.02
CASH IN BANK - EPAY	148,436.37
PETTY CASH	454.43
INVESTMENTS	<u>0.00</u>
	\$ 3,823,399.82

CASH ON DEPOSIT, JULY 31, 2013 \$ 3,823,399.82 \$ 3,823,399.82

APPLICATION FOR FEDERAL ASSISTANCE		2. DATE SUBMITTED	Applicant Identifier
1. TYPE OF SUBMISSION Application Non-Construction	3. DATE RECEIVED BY STATE		State Application Identifier
	4. DATE RECEIVED BY FEDERAL AGENCY		Federal Identifier
5. APPLICANT INFORMATION			
Legal Name		Organizational Unit	
City of Belleville		Police Department	
Address 101 South Illinois St. Belleville, Illinois 62220-2105		Name and telephone number of the person to be contacted on matters involving this application Sax, Donald (618) 355-9754	
6. EMPLOYER IDENTIFICATION NUMBER (EIN) 37-6001922		7. TYPE OF APPLICANT Municipal	
8. TYPE OF APPLICATION New		9. NAME OF FEDERAL AGENCY Bureau of Justice Assistance	
10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER: 16.738 CFDA EDWARD BYRNE MEMORIAL JUSTICE TITLE: ASSISTANCE GRANT PROGRAM		11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT Belleville, Replace aging mobile data terminals. East St. Louis, Personnel costs for one police officer and one Community Programs Director.	
12. AREAS AFFECTED BY PROJECT Entire city in both jurisdictions.			
13. PROPOSED PROJECT Start Date: October 15, 2013 End Date: October 30, 2014		14. CONGRESSIONAL DISTRICTS OF a. Applicant b. Project IL12	
15. ESTIMATED FUNDING		16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?	
Federal	\$181,175		
Applicant	\$0		
State	\$0		

Local	\$0	Program has not been selected by
Other	\$0	state for review
Program Income	\$0	17. IS THE APPLICANT
TOTAL	\$181,175	DELINQUENT ON ANY FEDERAL DEBT?

18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION PREAPPLICATION ARE TRUE AND CORRECT, THE DOCUMENT HAS BEEN DULY AUTHORIZED BY GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS REQUIRED.

Close Window

MEMO

ENGINEERING OFFICE



To: Dallas Cook, City Clerk

From: Engineering Department

CC: File, Alderman Paul Siebert

Date: August 15, 2013

Re: Motion for City Council Agenda August19, 2013

Chairman Siebert will make the following motions:

1. **Annual Service Agreement Approval**
Motion to approve SCI Engineering, Inc. Annual Service Agreement.
2. **78th Street Curbs**
Motion to approve low bidder, Rite-Way Excavating, in the amount of \$54,250.56 for 78th Street Curbs. (MFT)
3. **The Orchards Drainage Study**
Motion to approve Gonzalez/Hanson in the amount of \$84,942.00 to perform The Orchards drainage study. (GENERAL FUND)
4. **Juanita Place**
Motion to approve lighting installation in the amount of \$22,430.00. (TIF 3)
5. **McClintock Avenue**
Motion to approve low bidder, Gleeson Asphalt, in the amount of \$1,642,583.48 for McClintock Avenue. Federal share is (\$1,231,937.61) and the City's share is \$410,645.87. (MFT)

Results:

GLEESON ASPHALT, INCORPORATED	\$1,642,583.48
THIEMS CONSTRUCTION COMPANY, INC.	\$1,681,113.65
HANK'S EXCAVATING & LANDSCAPING	\$1,734,539.78
THE KILIAN CORPORATION	\$1,964,388.55
RCS CONSTRUCTION, INC.	\$2,046,737.21
BAXMEYER CONSTRUCTION, INC.	\$2,190,741.73

6. Signal Hill Bike Trail

Motion to approve low bidder, Gleeson Asphalt, in the amount of \$ 323,575.70 for Signal Hill Bike Trail. (STT)

Results:

GLEESON ASPHALT, INCORPORATED	\$323,575.70
HANK'S EXCAVATING & LANDSCAPING,	\$335,648.65
KELLER CONSTRUCTION, INC.	\$342,223.02
PETROFF TRUCKING COMPANY, INC.	\$344,498.60
WIDMAN TRUCKING AND EXCAVATING	\$348,722.52
THE KILIAN CORPORATION	\$352,343.49
ROOTER'S AMERICAN MAINTENANCE	\$363,380.60

7. West Belleville Bike Trail

Motion to approve low bidder, Widman Trucking and Excavating, in the amount of \$770,716.11 for West Belleville Bike Trail. The City's share is \$428,116.11 (STT)

Results:

WIDMAN TRUCKING AND EXCAVATING	\$770,716.11
GLEESON ASPHALT, INCORPORATED	\$781,885.11
KELLER CONSTRUCTION, INC.	\$808,915.06
HANK'S EXCAVATING & LANDSCAPING	\$863,479.90

8. West Belleville Bike Trail

Motion to approve Relocation of Facilities by Ameren in the amount of \$23,354.39. (STT)



SCI ENGINEERING, INC.

CONSULTANTS IN DEVELOPMENT,
DESIGN AND CONSTRUCTION
GEOTECHNICAL
ENVIRONMENTAL
NATURAL RESOURCES
CULTURAL RESOURCES
CONSTRUCTION SERVICES

April 22, 2013

Mr. Tim Gregowicz, P.E.
City of Belleville
213 South Illinois Street
Belleville, Illinois 62220

RE: Consulting and Engineering Services – Various Locations
2013 Annual Service Agreement with Terms and Conditions
SCI No. 2013-3091.50

Dear Mr. Gregowicz:

We appreciate the opportunity to offer you our *Annual Service Agreement for Professional Services*. This contract is reserved for our valued clients that repeatedly use SCI's services. This document is submitted in an effort to streamline, for both your office and ours, the approval process of our proposals and will be effective for one year from the contract date. We understand the following services are anticipated at this time:

- Concrete testing to include slump, air, and temperature; and casting, curing and testing of compression test specimens
- Weekly stockpile gradation testing for PCC aggregates located at PCC plant
- Compaction testing of soil placed during general grading, soil subgrade, backfill, and aggregate base
- Laboratory testing for soil analysis

Our field representative will work closely with your site personnel to coordinate the services needed. Failing test results will be brought to your immediate attention. Results of each day's tests will be summarized in field reports and provided to the superintendent or your designated field personnel before we leave the site. The *Daily Field Report* will have check-in/check-out times for documentation of field time for each day. We can tailor our reporting schedule and format to your specific needs. Our project engineering team will be in daily contact with our field staff to monitor progress and offer recommendations to the appropriate members of the construction team if challenging situations develop.

We propose to invoice the project on an hourly/test basis in accordance with the enclosed *Rate Schedule* and *Price List*. Attached is our *Annual Service Agreement – Acceptance of Proposal for Professional Services* which requires your signature. Please sign and return a copy for our files. The enclosed *General Terms and Conditions* will apply for all projects under this agreement. In reviewing this agreement, if there is anything you find objectionable, please contact us so we can address your concerns.

Mr. Tim Gregowicz, P.E.
City of Belleville

2

April 22, 2013
Annual Services Agreement SCI No. 2013-3091.50

We look forward to working with you over the next twelve months and for years to follow with our vision ***"We Do What It Takes To Earn Your Trust."***

You can reach me at (618) 206-3037 or rmauch@sciengineering.com if you have any questions. Please contact Mr. Josh Eckart at (618) 206-3015, at least 24 hours in advance, in order to properly schedule our staff.

Respectfully,

SCI ENGINEERING, INC.



Richard C. Mauch, P.E.
Senior Engineer

RCM/JAE/tlw

Enclosures

Rate Schedule
Price List
Acceptance of Proposal for Professional Services – Annual Service Agreement
General Terms and Conditions



SCI ENGINEERING, INC.

650 Pierce Boulevard
O'Fallon, Illinois 62269
618-624-6969 Fax 618-624-7099
www.sciengineering.com

RATE SCHEDULE

City of Belleville
City of Belleville - 2013 Annual Service Agreement

April 22, 2013
2013-3091.50

Labor Description	Rate
President	161.00 /hour
Vice President	143.00 /hour
Branch Manager	110.00 /hour
Chief Engineer	131.00 /hour
Senior Engineer	120.00 /hour
Senior Geophysicist	150.00 /hour
Senior Scientist	120.00 /hour
Project Manager	100.00 /hour
Resident Engineer	105.00 /hour
Project Engineer	102.00 /hour
Project Scientist	102.00 /hour
Fireproof Inspector	80.00 /hour
Special Inspections Manager	100.00 /hour
Ultrasonic Testing	82.00 /hour
Steel Manager - Reinspection	100.00 /hour
Floor Flatness Technician	72.00 /hour
NDT Inspector	82.00 /hour
Staff Engineer	89.00 /hour
Staff Scientist	89.00 /hour
Laboratory Manager	89.00 /hour
Senior Field Manager	79.00 /hour
Steel Inspector	80.00 /hour
Drilled Pier Inspector	76.00 /hour
Special Inspector (Concrete/Masonry)	59.00 /hour
Field Manager	65.00 /hour
Field Scientist	63.00 /hour
CADD Operator	62.00 /hour
Field Technician	46.00 /hour
Laboratory Technician	52.00 /hour
State Certified Construction Technician I	52.00 /hour
State Certified Construction Technician II	58.00 /hour
Vapor Emissions Field Testing	76.00 /hour
Administrative Assistant	46.00 /hour
Chief Archaeologist	131.00 /hour
Senior Archaeologist	98.00 /hour
Archaeologist	88.00 /hour
Archaeological Crew Chief	66.00 /hour
Archaeological Technician	58.00 /hour
Architectural Historian	95.00 /hour

Expenses

Transportation, Meals/Per Diem, lodging, subcontractors, subconsultants, etc.

Cost + 15 percent

Overtime/Night-Time Differential

Overtime is charged for hours worked per individual employee in excess of 8 hours per day, or work performed on Saturdays, Sundays, or Holidays. Overtime for SCI employees will be billed at 1½ times our regular hourly rates. A 10 percent premium will be charged for all labor performed during a night-time shift.

Expert Testimony

Expert witness testimony for deposition, arbitration, mediation and trial proceeding will be billed at 1½ times the applicable hourly rate.

Field and Lab Services

We prefer a 24-hour notice to schedule field services but will always try to work within the time constraints provided. Coordination and report review will be invoiced at engineering rates. A minimum charge of 3 hours per site visit will apply for all field services.

SCI Engineering, Inc. is a multi-discipline firm offering services during all phases of projects – from development and design through final construction. SCI provides services that include: geotechnical, construction, environmental, natural resources, and cultural resources. This Labor Rate Schedule is not inclusive of all of our services. Labor Rates for all of our services will be furnished upon request.



SCI ENGINEERING, INC.

650 Pierre Boulevard
 O'Fallon, Illinois 62269
 618-624-6969 Fax 618-624-7099
 www.sciengineering.com

City of Belleville
 City of Belleville - 2013 Annual Service Agreement

April 22, 2013
 2013-3091.50

SOIL TESTING	ASTM/AASHTO	Unit	Price
Laboratory Tests			
1 Compaction Control			
a. Moisture-Density Relationship			
i. Standard Proctor	D698/T99	Ea	227.00
ii. Modified Proctor	D1557/T180	Ea	256.00
iii. Aggregate Samples		Add	48.00
b. California Bearing Ratio (CBR) (moisture-density relationship additional)			
i. Single-Point (unsoaked)	D1883/T193	Ea	155.00
ii. Single-Point (soaked)		Ea	166.00
c. Relative Density - Minimum and maximum density	D4253/4254	Ea	317.00
2 Material Characterization			
a. Visual Description	D2488/M145	Ea	7.00
b. Atterberg Limits - Method A or B	D4318/T89,90	Ea	75.00
Liquid Limit Only		Ea	47.00
c. Unit Weight Determination	D2937	Ea	33.00
d. Grain Size Analysis			
i. Sieve Analysis (includes percent finer than No. 200)	D422/T88	Ea	76.00
ii. Sieve Analysis with Hydrometer		Ea	149.00
iii. Percent finer than No. 200 (washed)	D1140	Ea	47.00
e. Specific Gravity	D854/T100	Ea	143.00
f. Moisture Content	D2216/T265	Ea	7.00
g. Organic Content	D2974/	Ea	29.00
h. Wet Organic Content	T194	Ea	137.00
i. pH	D4972	Ea	29.00
j. pH	G51	Ea	19.00
k. Resistivity	G57	Ea	77.00
3 Strength and Behavioral Properties			
a. One Dimensional Consolidation Test	D2435		
i. Includes laboratory e-log, p-curve, square root of time method		Ea	375.00
ii. Includes laboratory e-log, p-curve, square root of time method (remolded)		Ea	415.00
iii. Time Curves		Add	100.00
iv. Log-Time Method		Add	150.00
b. Swell Pressure or Free Swell		Ea	155.00
c. Swell Pressure or Free Swell (remolded)		Ea	195.00
d. Unconfined Compression Test	D2166/T208		
i. Undisturbed Samples (includes dry density)		Ea	75.00
ii. Remolded Samples		Ea	155.00
iii. Using Rimac on ss samples		Ea	7.00
e. Triaxial Strength Testing			
i. Unconsolidated, Undrained (UU) (Q)	D2850/T296	Pt	99.00
ii. Unconsolidated, Undrained (UU) (Q) (remolded)	D2850/T296	Pt	179.00
iii. Consolidated, Undrained (CU) (R)	D4767/T297		
a. Per Point		Ea	316.00
b. Additional Multi-Stage Points		Ea	95.00
iv. Consolidated, Undrained (CU) (R) (remolded)	D4767/T297		
a. Per Point		Ea	396.00
b. Additional Multi-Stage Points		Ea	95.00
f. Direct Shear - Consolidated, Drained	D3080		
i. Non-cohesive, Consolidated, Drained		per point	250.00
ii. Cohesive, Consolidated, Drained		per point	350.00
iii. Non-cohesive, Consolidated, Drained (remolded)		per point	290.00
iv. Cohesive, Consolidated, Drained (remolded)		per point	390.00
g. Permeability Tests			
i. Triaxial Flexible Wall	D5084	Ea	350.00
ii. Triaxial Flexible Wall (remolded)	D5084	Ea	390.00
iii. Rigid Wall for Granular Soils	D2434	Ea	286.00
h. Rock Core			
i. Description/photo		Box	32.00
ii. Unconfined Compression Test		Ea	79.00
4 Laboratory Testing			
a. Chemical Tests			
i. Total Sulfates		Ea	16.00
ii. Chlorides		Ea	16.00



SCI ENGINEERING, INC.

650 Pierce Boulevard
 O'Fallon, Illinois 62269
 618-624-6969 Fax 618-624-7099
 www.sciengineering.com

SOIL TESTING (continued)

Field Services

1 Nuclear Density Equipment	D2922/T130	Day	49.00
2 Sand Cone Equipment	D1556/T191	Day	18.00
3 Drive Tube Equipment	D2937	Day	18.00
4 Settlement Plates		Ea	209.00
5 Handheld GPS Unit		Day	100.00
6 Giddings Probe Truck		Day	300.00

CONCRETE TESTING

ASTM/AASHTO Unit Price

Laboratory Services

1 Compressive Strength			
a. Cylinders - 6"x12", 4"x8", 3"x6"	C39	Ea	16.00
b. Cured Cylinder, not tested		Ea	16.00
c. 2" x 4" Cylinder	C780	Ea	16.00
d. 2" x 2" Cube	C109	Ea	16.00
e. Drilled Cores (including sawcutting one end)	C42	Ea	46.00
f. Chloride Ion	C1218	Ea	63.00
g. Sawcut Cylinders (if ends are not in compliance with ASTM standards)		Ea	20.00
2 4" x 4" x 8" Grout Prism		Ea	28.00
3 Masonry Prism (two course prepared by contractor)		Ea	65.00
4 Cylinder Molds		Ea	2.00
5 Flexural Strength - 6" x 6" x 21" or 24" beam	C78	Ea	46.00
6 Beam Mold Rental (when cast by others)		Day	20.00
7 Shrinkage/Length Change of Hardened Concrete	C157/C490	Ea	42.00
8 Mix Design/Verification (does not include aggregate tests)			
a. Determination of Proportions	(ACI 211)	Ea	148.00
b. Trial Mix Verification (1-point, includes 6 cylinders)	C192	Ea	473.00
c. Trial Mix (includes 3-point w/c ratio relationship & 18 cylinders)		Ea	1,282.00
9 Masonry Mortar Mix Test		Ea	328.00
10 Aggregate Characteristics			
a. Sieve Analysis	C136	Ea	65.00
b. Washed Sieve Analysis (includes percent finer than No. 200)		Ea	76.00
c. Washed Sieve Analysis (percent finer than No. 200 only)	C117	Ea	47.00
d. Unit Weight and Voids in Aggregate	C29	Ea	60.00
e. Specific Gravity and Absorption of Coarse Aggregate	C127	Ea	79.00
f. Specific Gravity and Absorption of Fine Aggregate	C128	Ea	79.00
g. Clay Lumps and Friable Particles in Aggregate	C142	Ea	65.00
h. Surface Moisture in Fine Aggregate	C70	Ea	25.00
i. Soundness (sodium sulfate)	C88	Ea	328.00
j. Resistance to Abrasion	C131	Ea	328.00
k. Lightweight Particle	C123	Ea	60.00
11 On-Site Laboratory (QA/QC)			Upon Request
12 Concrete Core Thickness	C174	Ea	17.00

Field Services

1 Quality Control (includes determination of slump and air content, making cylinders and retrieval)			
a. Field Testing	C31	Hr	Per Rate Schedule
2 Concrete Batch Plant Inspection by Registered Professional Engineer (according to NRMCA guidelines)		Ea	655.00

In-Place Testing

1 Rebound Hammer Tests		Hr	Per Rate Schedule
2 Windsor Probe Penetration Tests			
a. Field Testing		Hr	Per Rate Schedule
b. Equipment Rental		Day	46.00
c. Probes (set of three)		Ea	43.00
3 Coring (350.00 minimum)			
a. Field Testing		Hr	Per Rate Schedule
b. Bit Wear		Inch	5.00
c. Equipment Rental		Day	98.00
4 Floor Flatness	E1155		
a. Field Testing		Hr	Per Rate Schedule
b. Equipment Rental		Day	148.00
5 Vapor Emission Test	F1869	Ea	60.00
a. Field Testing		Hr	Per Rate Schedule
6 Relative Humidity	F2170	Ea	50.00
a. Field Testing		Hr	Per Rate Schedule
7 Reinforcing Steel Verification by R-Meter			
a. Field Testing		Hr	Per Rate Schedule
b. Equipment Rental		Day	39.00
8 Ground Penetrating Radar-Concrete Scanning		Hr	175.00



SCI ENGINEERING, INC.

650 Pierce Boulevard
 O'Fallon, Illinois 62269
 618-624-6969 Fax 618-624-7099
 www.sciengineering.com

ASPHALTIC CONCRETE TESTING		ASTM/AASHTO	Unit	Price
Laboratory Services				
1	Marshall Stability and Flow Test with Density Determination	D6926, D6927	Ea	298.00
a.	Marshall Density (set of three)		Ea	65.00
2	Bitumen Content	D2172, D6307		
a.	Without gradation		Ea	190.00
b.	With gradation		Ea	238.00
3	Hot Bin Sieve Analysis	C138/T27	Ea	55.00
4	Bulk Specific Gravity (AASHTO T166)	D2726/T166	Ea	37.00
5	Core Density (minimum of 3)		Ea	37.00
6	Percent Air Voids	D3203	Ea	37.00
7	Maximum Theoretical Specific Gravity	D2041	Ea	71.00
8	Marshall Mix Design (The Asphalt Institute MS-2)			
a.	Three-points		Ea	953.00
b.	Five-points		Ea	1,430.00
9	On-Site Laboratory (QA/QC)			Upon Request
10	Asphalt Core Thickness	D3549	Ea	17.00
11	Sand Equivalency	D2419	Ea	63.00
Field Services				
1	Commercial Placement Observation (includes determining maximum density of field mix, monitoring density, estimating thickness, and recording temperature)			
a.	Field Testing		Hr	Per Rate Schedule
b.	Equipment Rental		Day	49.00
2	Coring (350.00 minimum)			
a.	Field Testing (two-man crew)		Hr	Per Rate Schedule
b.	Bit Wear		Inch	4.00
c.	Equipment Rental		Day	98.00
3	Asphalt Plant Monitoring (includes cold feed and hot bin analysis)		Ea	453.00
SPECIAL INSPECTIONS TESTING				
1	Structural Steel Observations (includes visual weld inspection, bolt torque determination)			
a.	Field Inspection	AWS D1.1	Hr	Per Rate Schedule
b.	Equipment Rental		Day	39.00
2	Nondestructive Testing			
Ultrasonic Inspection				
a.	Field Testing	AWS D1.1	Hr	Per Rate Schedule
b.	Equipment Rental		Day	39.00
3	Magnetic Particle Inspection			
a.	Field Testing	E1444/E709	Hr	Per Rate Schedule
b.	Equipment Rental		Day	29.00
4	Dye Penetrant Inspection			
a.	Field Testing	E165	Hr	Per Rate Schedule
b.	Equipment Rental		Day	23.00
5	Radiographic Inspection (Two-man crew)			Upon Request
6	Welding Operator Qualifications And Inspection (includes welder performance verification and guided bend test)			
a.	Field Verification	AWS D1.1	Hr	Per Rate Schedule
b.	Guided Bend Test (Excludes Machining)		Coupon	37.00
7	Sprayed Fire-Resistive Material (includes thickness measurements, density determinations, cohesion/adhesion testing)			
Thickness Measurements				
a.	Field Testing	E605/E736	Hr	Per Rate Schedule
b.	Laboratory		Hr	Per Rate Schedule
8	Reinforced Concrete observation (includes reinforcing steel placement and concrete placement observation, inspection of embedded plates and bolts)			
a.	Field Inspection	IBC/ACI318	Hr	Per Rate Schedule
9	Structural Masonry Observation (includes CMU placement observation, reinforcing steel placement observation, grout placement observation and material sampling)			
a.	Field Inspection	IBC/ACI530	Hr	Per Rate Schedule
10	Adhesion testing of epoxied items into concrete and masonry (includes pullout testing of epoxied anchor bolts and reinforcing steel)			
a.	Field Testing	IBC	Hr	Per Rate Schedule
b.	Testing Equipment		Day	79.00
MILEAGE FOR ALL SERVICES			per mile	0.65

This price list is not inclusive of all tests and services; prices for additional tests and services will be provided upon request.



SCI ENGINEERING, INC.

11700 Merwin Road
St. Louis, Missouri 63241
314-624-6917 Fax: 314-624-6918
www.sciengineering.com

“ANNUAL SERVICE AGREEMENT”
Acceptance of Proposal for Professional Services

Project Name: City of Belleville (SCI No. 2013-3091.50)

Date: April 22, 2013 – April 21, 2014

Fee: Hourly/test basis in accordance with enclosed Rate Schedule and Price List

Technician Rate of \$46.00/Hour

Please provide formal authorization to proceed by completing, signing, and returning this form. The attached terms and conditions will apply to the services outlined in the accompanying proposal.

Accepted By:

Name and Title: _____ Address: _____

Signature: _____ City, State, Zip: _____

Company Name: _____ Telephone: _____

Date: _____

Party responsible for payment: (if different than Accepted By)

Name and Title: _____ Address: _____

Signature: _____ City, State, Zip: _____

Company Name: _____ Telephone: _____

Date: _____

Report Distribution (Note: Additional report copies after final submittal will be billed at \$25.00 each)

Company Name:	Address:	No. Reports
_____	_____	_____
_____	_____	_____
_____	_____	_____

NOTICE TO OWNER: (FOR SITES IN MISSOURI ONLY)

FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 429.RSMo. TO AVOID THIS RESULT YOU MAY ASK THIS CONTRACTOR FOR “LIEN WAIVERS” FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOU PAYING FOR LABOR AND MATERIAL TWICE.



SCI ENGINEERING, INC.

650 PIERCE BOULEVARD
O'FALLON, ILLINOIS 62269
618-624-6969 FAX 618-624-7099
www.sciengineering.com

GENERAL TERMS AND CONDITIONS

1. **ACCEPTANCE OF AGREEMENT** The terms and conditions of the agreement between the client and SCI ENGINEERING, INC. (hereinafter called SCI) are detailed below and have been established to allocate risks between both. For the purposes of convenience, the client may choose to orally authorize our service, in which case the client agrees that the verbal agreement constitutes formal acceptance of the terms and conditions detailed below. Subsequent to an agreement by both parties to perform the services, modifications to the terms and conditions are prohibited.

2. **SITE ENTRY** You, the Client, will provide for right of entry of SCI or employees of firms working under the direction of SCI, and all necessary equipment, in order to perform the work. Although SCI will exercise reasonable care in performing its services, the Client understands that use of testing or other equipment may unavoidably cause some damage, the correction of which is not part of this agreement. The client agrees, to the fullest extent permitted by law, to indemnify and hold harmless SCI and its subconsultants against any damages, liabilities, or costs, arising or allegedly arising from procedures associated with testing or investigative activities. If you desire or require us to restore the site to its former condition, upon written request, we will perform such additional work as is necessary and you agree to pay all costs incurred.

3. **SUBSURFACE STRUCTURES OR UTILITIES** The Client will furnish to SCI information identifying the type and location of utility lines and other man-made objects beneath the site's surface. SCI will take reasonable precautions to avoid damaging these man-made objects. You agree to waive any claim against SCI, and to defend, indemnify and hold SCI harmless from any claim or liability for injury or loss allegedly arising from SCI's damaging underground utilities or other man-made objects that were not called to SCI's attention, or which were not properly located on plans furnished to SCI.

4. **SAMPLES** Soil, rock, water, or other samples obtained from the project site are your property. SCI shall preserve such samples for no longer than thirty (30) calendar days after the issuance of any document that includes the data obtained from them, unless other mutually agreed arrangements are documented.

Concrete test specimens will be discarded after testing. If project specification strengths are met, "hold" cylinders will be discarded at that time.

If in SCI's opinion any of the samples collected may be affected by regulated contaminants, SCI shall package such samples in accordance with applicable law and client shall arrange for lawful disposal procedures. SCI shall not, under this agreement, arrange for or be responsible for the disposal of substances affected by regulated contaminants. Furthermore, unless detailed in a specific work scope, SCI is not responsible for any soil cuttings or produced groundwater generated for the purpose of sample collection that may be affected by regulated contaminants that are left at a job site and were generated for the collection of soil and groundwater samples. SCI will, at the client's request, help the client identify appropriate alternatives for the off-site treatment, storage, or disposal of these materials, for additional fees.

5. **GENERAL LIABILITY AND LIMITATION**

SCI agrees to hold you harmless and to indemnify you on account of any liability due to bodily injury or property damage arising directly out of our negligent operational acts, but such hold harmless and indemnity will be limited to that covered by our comprehensive general liability insurance. Our general liability

insurance, subject to its limits, terms and conditions, provides protection against liability arising out of bodily injury and property damage that is the direct result of our operational negligence. At your request, SCI will provide certificates evidencing such coverage and will purchase additional limits of liability that you may require as a separate cost item to be borne by you.

You shall not be liable to SCI and SCI shall not be liable to you for any consequential damages incurred by either due to the fault of the other, regardless of the nature of this fault, or whether it was committed by you or SCI, their employees, agents, or subcontractors. Consequential damages include, but are not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damage that any party may have incurred from any cause of action, including, but not limited to negligence, strict liability, breach of contract, or breach of warranty.

6. **SHARED RISK ALLOCATION** The Client and SCI agree to allocate certain of the risks so that, to the fullest extent permitted by law, SCI's total aggregate liability to the Client is limited to \$50,000.00 for any and all injuries, damages, claims, losses, expenses, or claim expenses (including attorney's and expert witness' fees) arising out of this AGREEMENT from any cause or causes. Such causes include, but are not limited to, SCI's negligence, errors, omissions, strict liability, statutory liability, breach of contract, breach of warranty, negligent misrepresentation, or other acts giving rise to liability based upon contract, tort, or statute. Higher limits may be available upon request and additional negotiated fee.

Limitations on liability, waivers and indemnities in this Agreement are business understandings between the parties and shall apply to all legal theories of recovery, including breach of contract or warranty, breach of fiduciary duty, tort (including negligence), strict or statutory liability, or any other cause of action. You agree that you will not seek damages in excess of the contractually agreed-upon limitation directly or indirectly through suits against other parties who may join the Consultant as third-party defendant. None of the insurance or indemnity obligations under this agreement shall be deemed to be in conflict with this limitation of liability provision.

7. **INVOICES** You will make all payments in accordance with SCI's invoices, and payment is due upon receipt of invoice. A fee of 1½ percent per month will be payable on any amounts not paid within thirty (30) days, payment thereafter to be applied first to accrued interest and then to your unpaid amount. You agree to pay invoices under these terms and to bear collection fees, court costs, or any other reasonable expense involved in the collection of amounts not paid.

8. **HAZARDOUS MATERIALS; NOTIFICATION OF AND DISCOVERY OF**

When hazardous materials are known, assumed, or suspected to exist at a site, SCI is required to take appropriate precautions to protect the health and safety of its personnel, to comply with applicable laws and regulations, and to follow procedures that SCI deems prudent to help minimize physical risks to employees and the public. You warrant that you have provided to SCI all available information about type and location of known and suspected hazardous materials on, under, or adjacent to the project site.

The discovery of unanticipated hazardous or suspected hazardous materials will constitute a changed condition mandating termination of services if SCI and you are unable to renegotiate the scope of service in a timely manner. SCI will notify you as soon

as practically possible should SCI encounter unanticipated hazardous or suspected hazardous materials.

The discovery of unanticipated hazardous or suspected hazardous materials may make it necessary for SCI to take measures that in SCI's professional opinion are needed to help preserve and protect the health and safety of SCI's personnel and of the public, and/or to preserve and protect the environment. As a condition precedent to the provision of service for this project, you agree to compensate SCI for the additional fees and costs associated with any such measures and further agree to defend, indemnify, and hold harmless from any claim or liability for injury or loss arising from SCI's encountering unanticipated hazardous or suspected hazardous materials.

9. CONTAMINATION OF AN AQUIFER

Unavoidable contamination of soil or groundwater may occur during subsurface exploration, as when drilling or sampling tools penetrate a contaminated area, linking it to an aquifer, underground stream, or other hydrous body not previously contaminated and capable of spreading contaminants. Because subsurface exploration is an essential aspect of the services that SCI will provide on your behalf, you shall indemnify, defend, and hold SCI harmless from any claim or liability for injury or loss which may arise as a result of contamination allegedly caused by subsurface exploration.

10. **SITE SAFETY** With respect to project site safety, SCI shall be responsible solely for the on-site activities of its employees and subcontractors, and this responsibility shall not be construed by any party to relieve you or the general contractor from your obligation to maintain a safe project site. Neither the professional activities of SCI, nor the presence of SCI's employees or subcontractors shall be construed by any party to imply that SCI has any responsibility for any contractor's methods of work performance, procedures, superintendence, sequencing of operations, or safety in, on, or about the project site. You agree that the general contractor is responsible for project site safety, and warrant that this intent shall be made evident in your agreement with the general contractor.

11. **CONSTRUCTION COST ESTIMATES** An opinion of construction cost prepared by SCI represents our judgment as a design professional and is supplied for your general guidance only. Since we have no control over the cost of labor and material, nor over competitive bidding or market conditions, we do not guarantee the accuracy of our opinion as compared to other sources, such as, contractor bids of actual cost to the owner.

12. **DEFECTS IN SERVICE** You and your personnel, contractors, and subcontractors shall promptly report to SCI any defects or suspected defects in SCI's work, in order that SCI may take prompt effective measures which in SCI's opinion will minimize the consequences of any such defect.

13. **TERMINATION** Any or all services being provided for you by SCI under these General Terms and Conditions or under separate contract may be terminated by either party upon seven (7) days prior written notice. In the event of termination, SCI shall be compensated by you for all services performed up to and including the termination date, including reimbursable expenses.

14. **ENVIRONMENTAL SITE ASSESSMENT** An Environmental Site Assessment is conducted to render an opinion about the possibility of regulated contaminants being present on, in, or beneath the site specifically at the time services were conducted. Client understands that no matter how thorough an Environmental Site Assessment is, SCI cannot know or state factually that a site is unaffected by reportable quantities of regulated contaminants. Furthermore, even if SCI believes that reportable quantities are not present, the client bears the risk that such contaminants may be present or may migrate to the site after the study is complete. Likewise, the client agrees to hold SCI harmless from any claim or liability for injury or loss arising from the unanticipated discovery of hazardous materials or suspected hazardous materials to the fullest extent permitted by law.

15. **FAILURE TO FOLLOW RECOMMENDATIONS** SCI disclaims any and all responsibility and liability for problems that may occur during implementation of SCI's plans, specifications, or recommendations when SCI is not retained to observe such implementation.

16. **ALTERATION OF INSTRUMENTS OF SERVICE** Client agrees that designs, plans, specifications, reports, proposals, and similar documents prepared by SCI are instruments of professional service, and as such, they may not under any circumstances be altered by any party except SCI. Client warrants that SCI's instruments of service will be used only and exactly as submitted by SCI. Accordingly, Client shall waive any claim against SCI and shall, to the fullest extent permitted by law, indemnify, defend, and hold SCI harmless of any claim or liability for injury or loss arising from unauthorized alteration of SCI's instruments of service.

17. **MOLD DISCLAIMER** The services performed by SCI, unless specifically addressed in our scope of services, are not intended to take into account indoor amplification of mold. SCI's services may comment on depth to groundwater and site drainage, but in no instance is this to be interpreted that we were specifically intending to reduce moisture contents and/or humidity measurements within the structure as they may relate to mold. Client understands our services, unless specifically expressed in our work scope, are in no way intended to address the potential for mold infestation, and, as such, agrees to indemnify and hold SCI harmless from any claim alleging that SCI's services caused or aggravated a mold infestation.

18. **OTHER PROVISIONS** You agree that this contract is entered into by the parties for the sole benefit of the parties to the contract, and that nothing in the contract shall be construed to create a right or benefit for any third party.

a. Neither party shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the other's employees and agents.

b. You agree that any and all limitations of SCI's liability and indemnifications by you shall include and extend to those individuals and entities SCI retains for performance of the services under this Agreement, including but not limited to SCI's officers, directors, and employees and their heirs and assigns, and SCI's subconsultants.

c. In an effort to resolve any conflicts that arise during or following completion of the project, you and SCI agree that all disputes between us arising out of or related to this Agreement shall be submitted to non-binding mediation, unless the parties mutually agree otherwise.

d. In the event there is a dispute between SCI and you, other than collection of fees and which is not resolved by mediation, the prevailing party shall be awarded its reasonable attorney's fees, expert witness fees, and other costs. **THE PARTIES TO THIS CONTRACT HEREBY AGREE TO SUBMIT ANY SUCH DISPUTE TO THE CIRCUIT COURT OF ST. CHARLES COUNTY, STATE OF MISSOURI.**

e. Test borings and test pits are an accepted and informative means of subsurface exploration. However, in the nature of things, they cannot indicate with absolute certainty the nature of the subsurface conditions between and sample locations of the exploration and below the termination of the borings or pits. Therefore, a report based on test borings, test pits, or other exploration method cannot ascertain the nature of the subsurface conditions between and beyond the specific sample locations. If conditions different than are indicated in our report come to your attention after you receive the report, it is recommended that you contact SCI immediately to inform SCI completely of what you have discovered and to authorize further evaluation, if appropriate.

f. Any recommendations provided in any correspondence, reports, plans, etc. from SCI are for the exclusive use of our client and are specific to the project covered by this contract. Recommendations provided by SCI are not meant to supercede more stringent requirements of local ordinances.



**Illinois Department
of Transportation**

07/10/13
10:00 AM
13 78th Street Curbs

Route VARIOUS LOCATIONS
County ST. CLAIR
Local Agency CITY OF BELLEVILLE
Section 14-00000-07-GM

Pay Items	Units	Quantity	Engineer's Est.		Riteway		Hank's		Keeley Asphalt Prices		Riteway 50/50	
			UP	Total	UP	Total	UP	Total	UP	Total	UP	Total
Concrete Curb Removal	FT	1913.60	5.50	10,524.80	8.75	16,744.00	8.60	16,456.96	8.65	16,552.64	9.00	17,222.40
P.C. Concrete Curb	FT	1913.60	25.00	47,840.00	19.60	37,506.56	23.40	44,778.24	24.90	47,648.64	29.00	55,494.40

TOTAL:	58,364.80	54,250.56	61,235.20	64,201.28	72,716.80
As Read:		54,250.56	61,235.20		
Difference:		0.00	0.00		

Low Bid= \$54,250.56
Low Bidder= Riteway



Gonzalez Companies, LLC

Construction Management – Civil Engineering

525 W Main Street, Ste. 125

Belleville, IL 62220

618-222-2221 Fax: 618-222-2225

www.gonzalezcos.com

AGREEMENT FOR PROFESSIONAL SERVICES

To City Of Belleville
c/o Mr. Tim Gregowicz, PE
101 South Illinois Street
Belleville, IL 62220

Date August 13, 2013

PROJECT THE ORCHARDS DRAINAGE STUDY
PROJECT NO. 13-217
DEPARTMENT Design Engineering
PROJECT TYPE Stormwater

SECTION 1 DEFINITIONS AND PARTIES

This is an AGREEMENT between GONZALEZ COMPANIES, LLC, hereinafter referred to as the ENGINEER, and the CITY OF BELLEVILLE hereinafter referred to as the CLIENT.

The CLIENT proposes to engage the ENGINEER to furnish certain professional services in connection with THE ORCHARDS DRAINAGE STUDY AND CONCEPTUAL PLAN, which work is hereinafter referred to as the PROJECT.

SECTION 2 SCOPE OF SERVICES

BACKGROUND

Gonzalez Companies, LLC is pleased to present this proposal for professional services for THE ORCHARDS DRAINAGE STUDY AND CONCEPTUAL PLAN. Gonzalez Companies, LLC is teaming with Hanson Professional Services for the preparation of this study. The purpose of this study is to deliver a conceptual flood control plan to reduce the flooding potential to sensitive receptors in proximity to The Orchards subdivision. The flood control plan will include an inventory of flood prone areas, identification of potential causes of flooding, recommendations to reduce flooding, conceptual drawings, and opinions of probable cost. This plan would allow the City of Belleville to prioritize and implement site specific flood control projects for the benefit of impacted residents. Based on these assumptions, the PROJECT will include the following tasks:

TASK 1 KICKOFF MEETINGS/COORDINATION

ENGINEER will coordinate with the CLIENT throughout the duration of the PROJECT via phone and email.

ENGINEER assumes one (1) kickoff meeting with the CLIENT to discuss PROJECT approach and scope of services.

ENGINEER also assumes one (1) initial public meeting to discuss PROJECT approach and to gather additional local resident and stakeholder concerns for consideration in the PROJECT. The meeting will be facilitated by the CLIENT.

For planning purposes, both kickoff meetings are assumed to be held on the same day.

TASK 2 DATA COLLECTION AND FIELD INVESTIGATION

ENGINEER will perform limited field investigation to verify site conditions for the PROJECT including:

- Field verification of existing drainage patterns and features
- Locate any significant drainage structures within the PROJECT area that would be incorporated into the analyses
- Survey of drainage structure to be incorporated into the analyses

ENGINEER will obtain, as available, Geographic Information System (GIS) data for use in the PROJECT including:

- Wetland locations from U.S. Fish and Wildlife National Wetland Inventory (NWI)
- National Resource Conservation Service (NRCS) soils information
- Federal Emergency Management Agency (FEMA) flood plain mapping
- Existing land use coverage
- Hydrography from the United States Geological Survey (USGS)
- St. Clair County Parcel Information from CLIENT
- LiDAR Elevation or Digital Elevation Model (DEM) from the State of Illinois
- Existing Utilities from the CLIENT and/or responding utility providers
- Aerial Photography

ENGINEER will obtain existing drainage reports performed in the area including:

- The existing Federal Emergency Management Agency (FEMA) flood insurance rate study that covers areas at the downstream end of the PROJECT area
- Previous drainage analyses for the PROJECT area as available from the CLIENT

ENGINEER will obtain historical rainfall information for the PROJECT area for use in calibrating to known extents of flooding caused by the rainfall

TASK 3 HYDROLOGIC ANALYSIS

ENGINEER will utilize the U.S. Army Corps of Engineers' HEC-HMS modeling software to perform the hydrologic analyses for the PROJECT. Storm hydrographs will be developed for each of the identified design rainfall events. The hydrologic model will be calibrated to flooding experienced during previous rainfall events.

ENGINEER will export the peak flows and hydrographs calculated using HEC-HMS for use in the hydraulic analysis. ENGINEER will incorporate a summary of the hydrology model development and results into the final report deliverable for the project.

Development of the hydrologic analysis will include the following:

- ENGINEER will develop design rainfall depths for the 5, 10, 50, 100, and 500-year rainfall events for use in the hydrologic analysis. Observed rainfall from known recent flooding will be obtained as part of TASK 2. These rainfall datasets will be input to the HEC-HMS modeling.
- ENGINEER will utilize GIS tools and data from TASK 2 to delineate the watersheds and develop watershed characteristics such as time of concentration, precipitation loss characteristics (curve numbers), and storage characteristics within the PROJECT area. The watershed data from GIS will be exported to HEC-HMS for use in the hydrologic modeling.

TASK 4 HYDRAULIC ANALYSIS

ENGINEER will utilize the U.S. Army Corps of Engineers' HEC-RAS modeling software to perform the hydraulic analyses for the project. Two (2) hydraulic modeling scenarios are proposed:

- Existing Conditions: The existing conditions of the PROJECT will be modeled to confirm the extents of existing flooding issues and to establish a baseline water surface profile to measure the effects of the proposed improvements.
- Proposed Improvements: One (1) improvement scenario to mitigate flooding problems with the PROJECT will be explored. This will be developed based on input received from the CLIENT and from public involvement in TASK 1. The results will be compared to the existing conditions to quantify the level of flood reduction anticipated from the proposed improvement.

ENGINEER will incorporate a summary of the hydraulic model development and results into the final report deliverable for the project.

Development of the hydraulic analysis will include the following:

- ENGINEER will import the hydrographs and peaks flows from the HEC-HMS hydrologic modeling developed in TASK 3
- ENGINEER will utilize GIS tools and data from TASK 2 to develop drainage features and the geometric data within the PROJECT for use in the hydraulic modeling. These data will include stream centerlines, overbank flow lines, bank lines, cross-sections, storage areas, ineffective flow areas, and Manning's roughness coefficients. The data from GIS will be exported to HEC-RAS for use in the hydraulic modeling.
- ENGINEER will input existing structure survey data obtained during TASK 3 into the HEC-RAS model
- ENGINEER will input proposed structure data for the improvement scenario into the HEC-RAS modeling

- ENGINEER will utilize methodology from the Federal Highway Administration (FHWA) Hydraulic Engineering Circular No. 22 (HEC-22) to analyze the storm sewers at key locations in the PROJECT area upstream of where flooding is known to occur. The results of the storm sewer analysis will be incorporated into the overall HEC-RAS modeling as a rating curve.
- ENGINEER will develop an unsteady state HEC-RAS model to analyze the effects of existing and proposed storage areas on attenuating peak flows in the PROJECT area.

ENGINEER will meet with the CLIENT to detail the preliminary results of the PROJECT after completion of the TASK 4 Hydraulic Analysis.

TASK 5 SUMMARY REPORT

ENGINEER will prepare a report summarizing the data collection, hydrologic and hydraulic methodologies, hydrologic and hydraulic analysis, preliminary design, opinion of probable cost for the proposed design, and recommended sequencing for implementation of the preliminary design.

As part of the report deliverable, ENGINEER will prepare:

- Conceptual level drawings identifying the location of the proposed improvements studied
- Aerial exhibits detailing anticipated reduction in flooding throughout the PROJECT as a result of constructing the proposed recommended improvements

ENGINEER will make one (1) presentation to the CLIENT detailing the results of the PROJECT after completion of the TASK 5 Summary Report.

ENGINEER will attend one (1) presentation to the public after the completion of the TASK 5 Summary report to present the results of the study. The meeting will be facilitated by the CLIENT. For planning purposes, the public meeting is assumed to be held on the same day as the CLIENT presentation.

ASSUMPTIONS AND CLARIFICATIONS

This scope of work does not include the final design, preparation of plans, specifications, or contract documents for the purpose of bidding or construction.

This scope of work does not include geotechnical investigations of the PROJECT.

This scope of work does not include services to assist in the acquisition of property or easements necessary to construct the proposed improvements.

The purchase of GIS data from agencies such as St. Clair County is not anticipated for this project and has not been included in this scope of work.

ENGINEER has budgeted for three (3) meetings with CLIENT staff and two (2) meetings involving local residents. Additional meetings, if required by CLIENT, will be performed on a time and material cost basis.

ENGINEER has budgeted to develop one (1) preliminary design scenario for improvements to reduce flooding issues in the PROJECT. The development of additional alternatives, if requested by the CLIENT, could be performed under a separate agreement between ENGINEER and client.

SECTION 3 ESTIMATED TIME FOR PERFORMANCE

Task	Completion Date*
Notice to Proceed (NTP)	August 19, 2013
Task 1 – Kickoff Meeting & Public Meeting	August 22, 2013
Task 2 – Field Investigation	September 13, 2013
Tasks 3 & 4 – H&H Model Development & Flood Control Alternatives	October 18, 2013
Preliminary Results Meeting with City	October 21, 2013
Task 5 – Drainage Report Preparation	November 15, 2013
Results Presentation to CLIENT and Public	TBD

**The time for performance is consistent with the schedule duration provided in the RFQ. The end dates are based on receiving NTP on or before August 19, 2013.*

SECTION 4 COMPENSATION

The ENGINEER agrees to perform the tasks 1 through 5 within SECTION 2 SCOPE OF SERVICES for a LUMP SUM fee of \$84,942 dollars (EIGHTY FOUR THOUSAND AND NINE HUNDRED FORTY TWO AND 00/100 USD) unless scope changes occur. CLIENT will be billed based on a composite of percent complete with SECTION 2 SCOPE OF SERVICES. The ENGINEER may submit invoices as frequently as monthly.

The ENGINEER will use the address listed below for receiving payments from the CLIENT.

Gonzalez Companies, LLC
Attn: Accounting
1750 S Brentwood Blvd., Ste. 700
St. Louis, MO 63144-1339

The CLIENT will use the address listed below for receiving invoices from the ENGINEER.

City Of Belleville
c/o Mr. Tim Gregowicz, PE
101 South Illinois Street
Belleville, IL 62220

SECTION 5 TERMS AND CONDITIONS

1. **STANDARD OF PERFORMANCE**

The standard of care for all professional engineering, consulting and related services performed or furnished by ENGINEER and its employees under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under the same or similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

2. **INSURANCE**

ENGINEER agrees to procure and maintain, at its expense, Workers' Compensation insurance as required by statute; Employer's Liability of \$250,000; Automobile Liability insurance of \$1,000,000 combined single limit for bodily injury and property damage covering all vehicles, including hired vehicles, owned and non-owned vehicles; Commercial General Liability insurance of \$500,000 per claim for protection against claims arising out of the performance of services under this Agreement caused by negligent acts, errors, or omissions for which ENGINEER is legally liable. Upon request, CLIENT/OWNER shall be made an additional insured on Commercial General and Automobile Liability insurance policies and

certificates of insurance will be furnished to the CLIENT/OWNER. ENGINEER agrees to indemnify CLIENT/OWNER for the claims covered by ENGINEER's insurance.

3. **OPINIONS OF PROBABLE COST (COST ESTIMATES)**

Any opinions of probable project cost or probable construction cost provided by ENGINEER are made on the basis of information available to ENGINEER and on the basis of ENGINEER's experience and qualifications, and represents its judgment as an experienced and qualified professional. However, since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the contract(s)' methods of determining prices, or over competitive bidding or market conditions, ENGINEER does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost ENGINEER prepares.

4. **CONSTRUCTION PROCEDURES**

ENGINEER's observation or monitoring portions of the work performed under construction contracts shall not relieve the contractor from its responsibility for performing work in accordance with applicable contract documents. ENGINEER shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work and shall not manage, supervise, control or have charge of construction. ENGINEER shall not be responsible for the acts or omissions of the contractor or other parties on the project. ENGINEER shall be entitled to review all construction contract documents and to require that no provisions extend the duties or liabilities of ENGINEER beyond those set forth in this Agreement. CLIENT/OWNER agrees to include ENGINEER as an indemnified party in CLIENT/OWNER's construction contracts for the work, which shall protect ENGINEER to the same degree as CLIENT/OWNER. Further, CLIENT/OWNER agrees that ENGINEER shall be listed as an additional insured under the construction contractor's liability insurance policies.

5. **CONTROLLING LAW**

This Agreement is to be governed by the law of the state of Missouri or if agreed in writing with CLIENT/OWNER where ENGINEER'S services are performed.

6. **SERVICES AND INFORMATION**

CLIENT/OWNER will provide all criteria and information pertaining to CLIENT/OWNER's requirements for the project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations. CLIENT/OWNER will also provide copies of any CLIENT/OWNER-furnished Standard Details, Standard Specifications, or Standard Bidding Documents which are to be incorporated into the project. CLIENT/OWNER will furnish the services of soils/geotechnical engineers or other consultants that include reports and appropriate professional recommendations when such services are deemed necessary by ENGINEER. The CLIENT/OWNER agrees to bear full responsibility for the technical accuracy and content of CLIENT/OWNER-furnished documents and services.

In performing professional engineering, construction management, and related services hereunder, it is understood by CLIENT/OWNER that ENGINEER is not engaged in rendering any type of legal, insurance or accounting services, opinions or advice. Further, it is the CLIENT/OWNER's sole responsibility to obtain the advice of an attorney, insurance counselor or accountant to protect the CLIENT/OWNER's legal and financial interests. To that end, the CLIENT/OWNER agrees that CLIENT/OWNER or the CLIENT/OWNER's representative will examine all studies, reports, sketches, drawings, specifications, proposals and other documents, opinions or advice prepared or provided by ENGINEER, and will obtain the advice of an attorney, insurance counselor or other consultant as the CLIENT/OWNER deems necessary to protect the CLIENT/OWNER's interests before CLIENT/OWNER takes action or forebears to take action based upon or relying upon the services provided by ENGINEER.

7. **SUCCESSORS AND ASSIGNS**

CLIENT/OWNER and ENGINEER, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the covenants of this Agreement. Neither CLIENT/OWNER nor ENGINEER will assign, sublet, or transfer and interest in this

Agreement or claims arising therefrom without the written consent of the other.

8. **RE-USE OF DOCUMENTS**

All documents, including all reports, drawings, specifications, computer software or other items prepared or furnished by ENGINEER pursuant to this Agreement, are instruments of service with respect to the project. ENGINEER retains ownership of all such documents. CLIENT/OWNER may retain copies of the documents for its information and reference in connection with the project; however, none of the documents are intended or represented to be suitable for reuse by CLIENT/OWNER or others on extensions of the project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at CLIENT/OWNER's sole risk and without liability or legal exposure to ENGINEER, and CLIENT/OWNER will define, indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses, including attorney's fees, arising or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by CLIENT/OWNER and ENGINEER.

9. **TERMINATION OF AGREEMENT**

CLIENT/OWNER or ENGINEER may terminate the Agreement, in whole or in part, by giving no less than ten (10) business days written notice, if the other party substantially fails to fulfill its obligations under the Agreement through no fault of the terminating party. Where the method of payment is "lump sum," time & material, or cost reimbursement, the final invoice will include all services and expenses associated with the project up to the effective date of termination plus a fifteen percent fee mark-up for the final invoice amount. An equitable adjustment shall also be made to provide for termination settlement costs ENGINEER incurs as a result of commitments that had become agreed upon before termination, and for a reasonable profit for services performed.

10. **SEVERABILITY**

If any provision of this agreement is held invalid or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term or condition shall not be construed by the other party as a waiver of any subsequent breach of the same provision, term or condition.

11. **INVOICES**

ENGINEER will submit invoices for services rendered and CLIENT/OWNER will make prompt payments in response to ENGINEER's invoices. ENGINEER will retain receipts for reimbursable expenses in general accordance with rules pertaining to the support of expenditures for income tax purposes. Receipts will be available for inspection by CLIENT/OWNER's auditors upon request.

If CLIENT/OWNER disputes any items in ENGINEER's invoice for any reason, including the lack of supporting documentation, CLIENT/OWNER may temporarily delete the disputed item and pay the remaining amount of the invoice, so as not to hold payment. CLIENT/OWNER will promptly notify ENGINEER of the dispute and request clarification and/or correction. After any dispute has been settled, ENGINEER will include the disputed item on a subsequent, regularly scheduled invoice, or on a special invoice for the disputed item only.

CLIENT/OWNER recognizes that late payment of invoices results in extra expenses for ENGINEER; ENGINEER retains the right to assess CLIENT/OWNER interest at the rate of one percent (1%) per month, but not to exceed the maximum rate allowed by law, on invoices which are not paid within thirty (30) calendar days from the date of the invoice. In the event undisputed portions of ENGINEER's invoices are not paid when due, ENGINEER also reserves the right, after seven (7) business days prior written notice, to suspend the performance of its services until all past due amounts have been paid in full.

12. **CHANGES**

The parties agree that no change or modification to the Agreement, or Task Order, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of the Task Order. The execution of the change shall be authorized and signed in the same manner as this Agreement. Adjustments in the period of services and in compensation shall be in accordance with applicable paragraphs and sections of the Task Order. Any proposed

fees by ENGINEER are estimates to perform the services required to complete the project as ENGINEER understands it to be defined. For those projects involving conceptual or process development services, activities often are not fully definable in the time of performance and compensation scope and adjustments to the time of performance and compensation can be made as required. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required for performance of the services, and equitable adjustment shall be made, and the Task Order modified accordingly.

13. CONTROLLING AGREEMENT

These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice-to-proceed, or like document or Task Order.

14. EQUAL EMPLOYMENT AND NONDISCRIMINATION

In connection with the services under the Agreement, ENGINEER agrees to comply with the applicable provisions of federal and state Equal Employment Opportunity, and other employment, statutes and regulations.

15. HAZARDOUS MATERIALS

CLIENT/OWNER represents to ENGINEER that, to the best of its knowledge, no hazardous materials are present at the project site. However, in the event hazardous materials are known to be present, CLIENT/OWNER represents that to the best of its knowledge it has disclosed to ENGINEER the existence of all such hazardous materials, including but not limited to asbestos, PCB's, petroleum, hazardous waste, or radioactive material located at or near the project site, including type, quantity and location of such hazardous materials. It is acknowledged by both parties that ENGINEER's scope of services do not include services related in any way to encounters undisclosed hazardous materials, ENGINEER shall have the obligation to notify CLIENT/OWNER and, to the extent required by law or regulation, the appropriate governmental officials, and ENGINEER may, at its option and without liability for delay, consequential or any other damages to CLIENT/OWNER, suspend performance of services on that portion of the project affected by hazardous materials until CLIENT/OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the hazardous materials; and (ii) warrants that the project site is in full compliance with all applicable laws and regulations.

CLIENT/OWNER acknowledges that ENGINEER is performing professional services for CLIENT/OWNER and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous materials, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the project site in connection with ENGINEER's services under this Task Order. If ENGINEER's services hereunder cannot be performed because of the existence of hazardous materials, ENGINEER shall be entitled to terminate this Task Order for cause on 30 calendar days written notice. To the fullest extent permitted by law, CLIENT/OWNER shall indemnify and hold harmless ENGINEER, its officers, directors, partners, employees, and subconsultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from hazardous materials, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property (other than completed Work), including the loss of use resulting there from, and (ii) nothing in this paragraph shall obligate CLIENT/OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's sole negligence or willful misconduct.

16. EXECUTION

This Agreement and subsequent changes, including the exhibits and schedules made part hereof, constitute the entire agreement between ENGINEER and CLIENT/OWNER, supersedes and controls over all prior written or oral understandings. This agreement may be amended, supplemented or modified only by a written instrument duly executed by the parties.

17. LIMITATION OF LIABILITY

ENGINEER's and its employees' total liability to CLIENT/OWNER for any loss or damage, including but not limited to special and consequential damages arising out of or in connection with the performance of services or any other cause, including ENGINEER's and its employees' professional negligent acts, errors, or omissions, shall not exceed the lesser of \$5,000 or the total compensation received by ENGINEER hereunder, and CLIENT/OWNER hereby releases and holds harmless ENGINEER and its employees from any liability above such amount.

18. LITIGATION SUPPORT

In the event ENGINEER is required to respond to a subpoena, government inquiry or other legal process related to the services in connection with a legal or dispute resolution proceeding to which ENGINEER is not a party, CLIENT/OWNER shall reimburse ENGINEER for reasonable costs in responding and compensate ENGINEER at its then standard rates for reasonable time incurred in gathering information and documents and attending depositions, hearings, and trial.

19. UTILITY LOCATION

If underground sampling/testing is to be performed, a utility locating service shall be contracted to make arrangements for all utilities to determine the location of underground utilities. In addition, CLIENT/OWNER shall notify ENGINEER of the presence and location of any underground utilities located on the CLIENT/OWNER's property which are not the responsibility of other private/public utilities. ENGINEER shall take reasonable precautions to avoid damaging underground utilities that are properly marked. The CLIENT/OWNER agrees to waive any claim against ENGINEER and will indemnify and hold ENGINEER harmless from any claim of liability, injury or loss caused by or allegedly caused by ENGINEER's damaging of underground utilities that are not properly marked or are not called to ENGINEER's attention prior to beginning the underground sampling/testing.

20. ESCALATION

Annual rate escalation of 6% effective January 1, 2014.

21. PREPAYMENT

Upon acceptance of this Agreement by the CLIENT/OWNER, a payment of 6% of the total fee may be required to initialize the project and may be exercised by ENGINEER at any time.

22. JOB CANCELLATION FOR CONVENIENCE FEE

Because of potentially significant revenues from other projects forgone by the ENGINEER to take this project, if the project is cancelled by the CLIENT/OWNER, a cancellation fee of 10% of contract will be immediately due and payable for project's current billings, work-in-progress, and reimbursable expenses.

23. PROJECT RESTART FEE

Because of substantial cost incurred by the ENGINEER to stop and restart a project once it is underway, should this project's progress be halted at any time for thirty (30) or more calendar days by the CLIENT/OWNER, for any reason, a project restart fee of 10% of the total contract fee to date will be due and payable immediately.

24. LATE PENALTY SCHEDULE

All invoices not paid promptly will be subject to the following late payment penalty: 30 to 59 calendar days overdue, \$650; 60 to 89 calendar days overdue, \$850; 90 to 120 calendar days overdue, \$1250; in addition to the interest charges as outlined in term and condition 11.

25. LIMITATION OF DESIGN ALTERNATIVES

The ENGINEER will limit the number of design alternatives provided under this contract to one, upon which time the design will be considered complete.

26. GRAPHICS CONTROL

Because of its standing as a professional design firm, the ENGINEER has complete control over graphic content and presentation of all studies, reports, and all other documents produced under this agreement.

27. HIGHER FEES PAID FOR CHANGES

Any changes requested by the CLIENT/OWNER to the scope of services provided under this agreement after acceptance of 25% completion will be billed at 1.15 times billing rates.

SECTION 6 ACCEPTANCE

The parties hereto agree as set forth in the preceding pages numbered 1 - 8 inclusive. This proposal is valid for thirty (30) calendar days. If this AGREEMENT meets your approval, please sign where noted below and return one (1) copy to our offices. We will treat this as notice to proceed unless instructed otherwise.

This AGREEMENT effective this 13 day of AUGUST, 2013.

GONZALEZ COMPANIES, LLC

CITY OF BELLEVILLE



authorized client representative

Anthony A. Gonzalez-Angel

print name

Senior Managing Partner

print title

08/14/2013

date

date

M:\PROJECTS\2013\13-217 THE ORCHARDS DRAINAGE STUDY\20 DESIGN\CONTRACT MANAGEMENT\13-217_CONTRACT.DOCX

Jennifer Starnes

From: Koch, Michael J [MKoch@ameren.com]
Sent: Wednesday, July 31, 2013 8:15 AM
To: 'Tim Gregowicz (tgregowicz@belleville.net)'; 'Jennifer Starnes (jstarnes@belleville.net)'
Subject: FW: Ameren Illinois Cost Estimate for Juanita Place

Tim,

I need a letter from the City of Belleville that they have approved the cost estimate below in the amount of \$22,430.00 for the 10 new street light at Juanita place, with the City installing the conduit at all require street, driveways, & sideway crossing.

This necessary for me to set up the billing for this work from Ameren Illinois. If you have any questions or concerns please contact me.

Thank You,

Mike Koch :: Field Engineering Rep :: T 618-236-6272 :: C 618-334-3827
Ameren Illinois :: 1050 West Blvd :: Belleville, IL. 62221
mkoch@ameren.com

From: Koch, Michael J
Sent: Friday, June 28, 2013 8:03 AM
To: 'Tim Gregowicz (tgregowicz@belleville.net)'; 'Jennifer Starnes (jstarnes@belleville.net)'
Cc: Roehrig, Rob V
Subject: Ameren Illinois Cost Estimate for Juanita Place

Tim,

Thank you for the City of Belleville's request of Ameren Illinois to provide new street lighting for the street improvement project at Juanita Place.

After review the City of Belleville's proposed lighting request for underground served street lighting. These lights would be installed on a 14' mounting height black fiberglass pole with an early American style fixture.

The bulb is a 100 watt high pressure sodium vapor light.

Ameren Illinois would need to perform the following items.

Trench and install 1360' of underground street light conductor at a cost of \$13.00 per foot = \$17680.00

Install conduit risers from overhead electric to underground, at \$600.00 each = \$2400.00

Install 5 street light connection pedestals, at \$470.00 each = \$2350.00

Will need to bore under 11 driveways, 5 street crossings, 5 sidewalk crossing, total boring setups of 20 at \$700.00 each = \$14,000.00

Total boring footage of 375' at \$12.50 per foot = \$ 4687.50

Total estimated cost for Ameren Illinois to install the proposed lighting is \$41,117.50.

However, if the city would decide to install 2" PVC schedule 40 electrical grade conduit at all the crossings were Ameren will need to bore, this would decrease the cost by \$18,687.50. Which makes the total cost from Ameren Illinois at approximately \$22,430.00.

Please let me know if you would how you would like proceed with this request. I would be happy to meet with you to discuss the proposed lighting layout, any questions, or concerns you might have.

Mike Koch :: Field Engineering Rep :: T 618-236-6272 :: C 618-334-3827
Ameren Illinois :: 1050 West Blvd :: Belleville, IL. 62221
mkoch@ameren.com

The information contained in this message may be privileged and/or confidential and protected from disclosure. If the reader of this message is not the intended recipient, or an employee or agent responsible for delivering this message to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. Note that any views or opinions presented in this message are solely those of the author and do not necessarily represent those of Ameren. All e-mails are subject to monitoring and archival. Finally, the recipient should check this message and any attachments for the presence of viruses. Ameren accepts no liability for any damage caused by any virus transmitted by this e-mail. If you have received this in error, please notify the sender immediately by replying to the message and deleting the material from any computer. Ameren Corporation



**Ameren Illinois Company d/b/a Ameren Illinois
RELOCATION OF FACILITIES
AT REQUEST OF
GOVERNMENT AGENCIES**

BILL TO: CITY OF BELLEVILLE
PROJECT NO: NONE

DESCRIPTION OF WORK: REPLACE 2 POLES IN EASEMENT NEAR BELLEVUE PARK FOR BELLEVILLE BIKE TRAIL. ALSO REMOVE DOWN GUY & INSTALL STUB POLE & OVERHEAD GUY TO CLEAR CONFLICTS AT 130 LIBERTY DR.

AMEREN WORK REQUEST: IPMS099714 IPMS099716
AMEREN WORK ORDER: J03CT

RELOCATION PROJECT TO BE FINAL BILLED: AS ESTIMATED or
AT ACTUAL

	AMOUNT
1. COST OF INSTALLED MATERIALS (SCHEDULES A THRU A-4)	\$4,913.26
2. AMEREN LABOR TO INSTALL AND/OR REMOVE FACILITIES (SCHEDULE B)	\$16,318.00
3. OTHER JOB RELATED COSTS (SCHEDULE C)	\$0.00
4. INDIRECT OVERHEAD CHARGES (SCHEDULE D)	\$2,123.13
TOTAL ESTIMATED COSTS	\$23,354.39
LESS 0.0% NON-REIMBURSABLE	\$0.00
TOTAL ESTIMATED REIMB. COSTS	\$23,354.39

DATE: 07/22/2013

Rob Roehrig

APPROVED BY PROJECT MANAGER

618-236-6265

PHONE

Thomas D. Williams

PREPARED BY ACCOUNTANT

SCHEDULE A - MATERIAL**AMEREN MATERIAL INSTALLED**

<u>DESCRIPTION</u>	<u>STOCK NO.</u>	<u>QUANTITY</u>	<u>AMOUNT</u>
13 - 1 / 2" HELIX ANCHOR	23-13-092	1	\$22.00
ARM, CROSSARM, 4 3 / 5" X	41-01-285	4	\$420.00
POLE 30 FT CL 5 WD	41-02-305	1	\$178.00
POLE 55 FT CL 1 WD	41-02-551	1	\$719.00
POLE 70 FT CL 1 WD	41-02-701	1	\$1,824.00
TOTAL AMEREN MATERIAL INSTALLED			\$3,163.00
ESTIMATED MINOR MATERIAL	40.03%		\$1,266.00
			\$4,429.00
ESTIMATED PURCHASING AND STORES HANDLING	6.62%		\$293.00
TOTAL COST OF AMEREN INSTALLED MATERIAL			\$4,722.00

SCHEDULE A-2 - MATERIAL

VENDOR PURCHASED MATERIAL INSTALLED

DESCRIPTION

VENDOR

QTY

UOM

AMOUNT

TOTAL VENDOR PURCHASED MATERIAL INSTALLED

\$0.00

SCHEDULE A-3 - SCRAP

SCRAP VALUE FOR MATERIAL REMOVED

****BASED ON CURRENT SCRAP VALUES****

<u>DESCRIPTION</u>	<u>STOCK NO.</u>	<u>FEET</u>	<u>PRICE PER</u>	<u>CREDIT AMOUNT</u>
TOTAL SCRAP VALUE				\$0.00

SCHEDULE A-4 - POLE DISPOSAL

COST TO DISPOSE OF POLES REMOVED

<u>DESCRIPTION</u>	<u>STOCK NO.</u>	<u>QTY</u>	<u>LBS</u>	<u>PRICE PER</u>	<u>AMOUNT</u>
50' CLS 1	41-02-501	1	2,330	0.0325	\$75.73
65" CLS 1	41-02-651	1	3,555	0.0325	\$115.54
TOTAL POLE DISPOSAL COST					\$191.26

SCHEDULE B - AMEREN LABOR**AIU-ELECTRIC**

Wages	\$117.87
Pensions and Social Security	\$58.95
Transportation	\$27.41
Tools	\$3.46
Ameren Productive Hourly Rate	\$207.69
Estimated Crew Hours Needed	78.57
TOTAL COST OF AMEREN LABOR	\$16,318.00

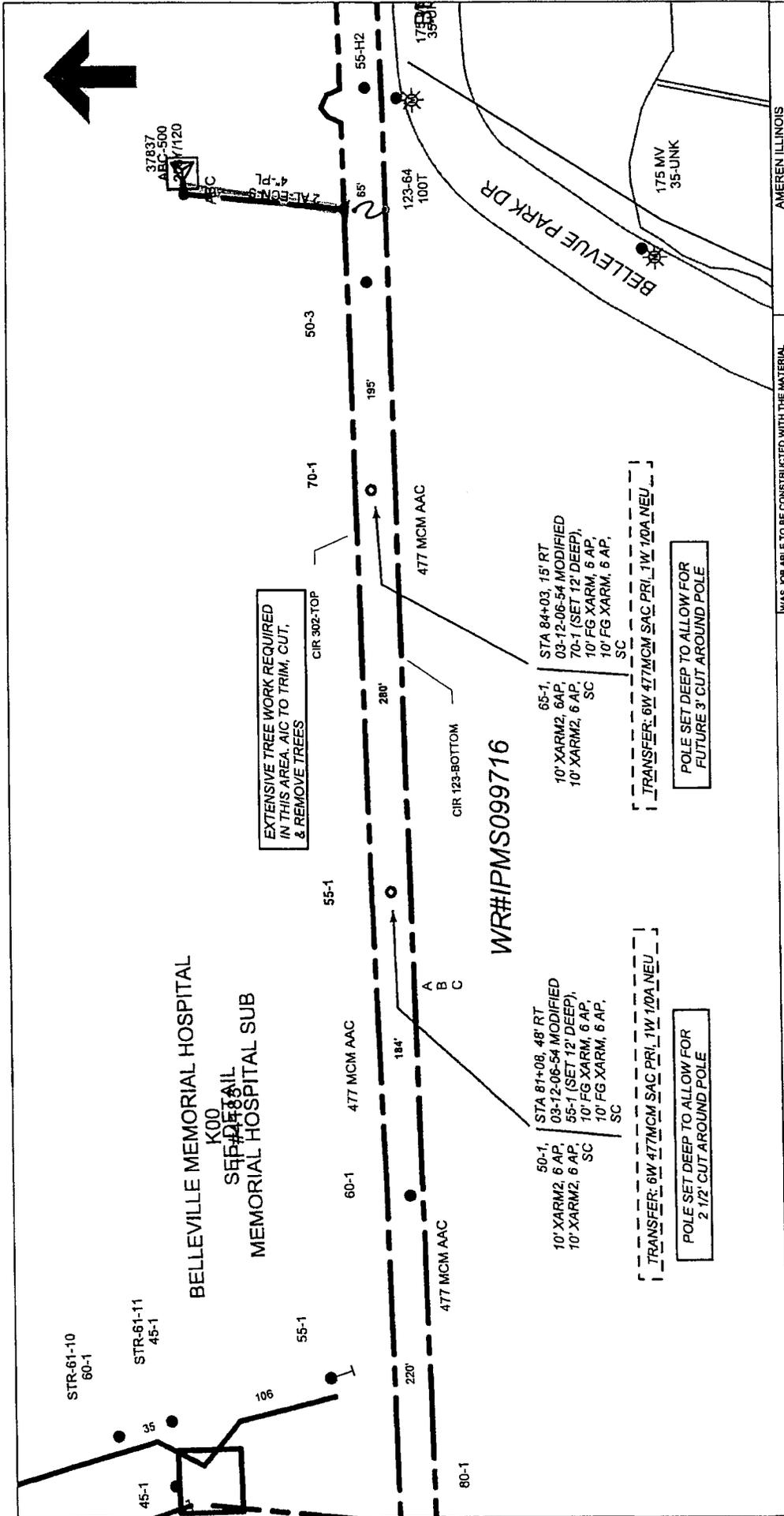
SCHEDULE C - OTHER

Real Estate Fees- ROW,Easements, Etc.	\$0.00
Tree Trimming	\$0.00
Specialized Equipment Rental	\$0.00
Outside Contractor	\$0.00
Waste Removal	\$0.00
OTHER	\$0.00
TOTAL OTHER CHARGES	\$0.00

SCHEDULE D - INDIRECT OVERHEAD CHARGES

Indirect Overheads - charges for overheads outside the reporting center itself, including legal support, clerical support, purchasing and billing activities, asset management activities, drafting support, and etc.

Total direct charges	\$21,231.26
Indirect overhead billable percentage	10%
TOTAL OVERHEADS CHARGES	\$2,123.13



AMEREN ILLINOIS	
BELLEVILLE ELECTRIC JOB PRINT	
REPLACE TWO DOUBLE-CUT POLES FOR NEW BIKE PATH NEAR BELLEVUE PARK DR. BELLEVILLE	
DOC. NUMBER	CITY: ST. CLAIR
FIELD: MCCULLOUGH	TSHP: 199
FEEDER: 34123	TR: INBH
VOLTS: 12KV	QCS: 7-3-1
WR: IPMS09716	DATE: 11/20/2012
AREA: BEL	
SHEET: 1 of 1	

WAS JOB ABLE TO BE CONSTRUCTED WITH THE MATERIAL AND JOB PRINTS PROVIDED? (Circle One) YES NO

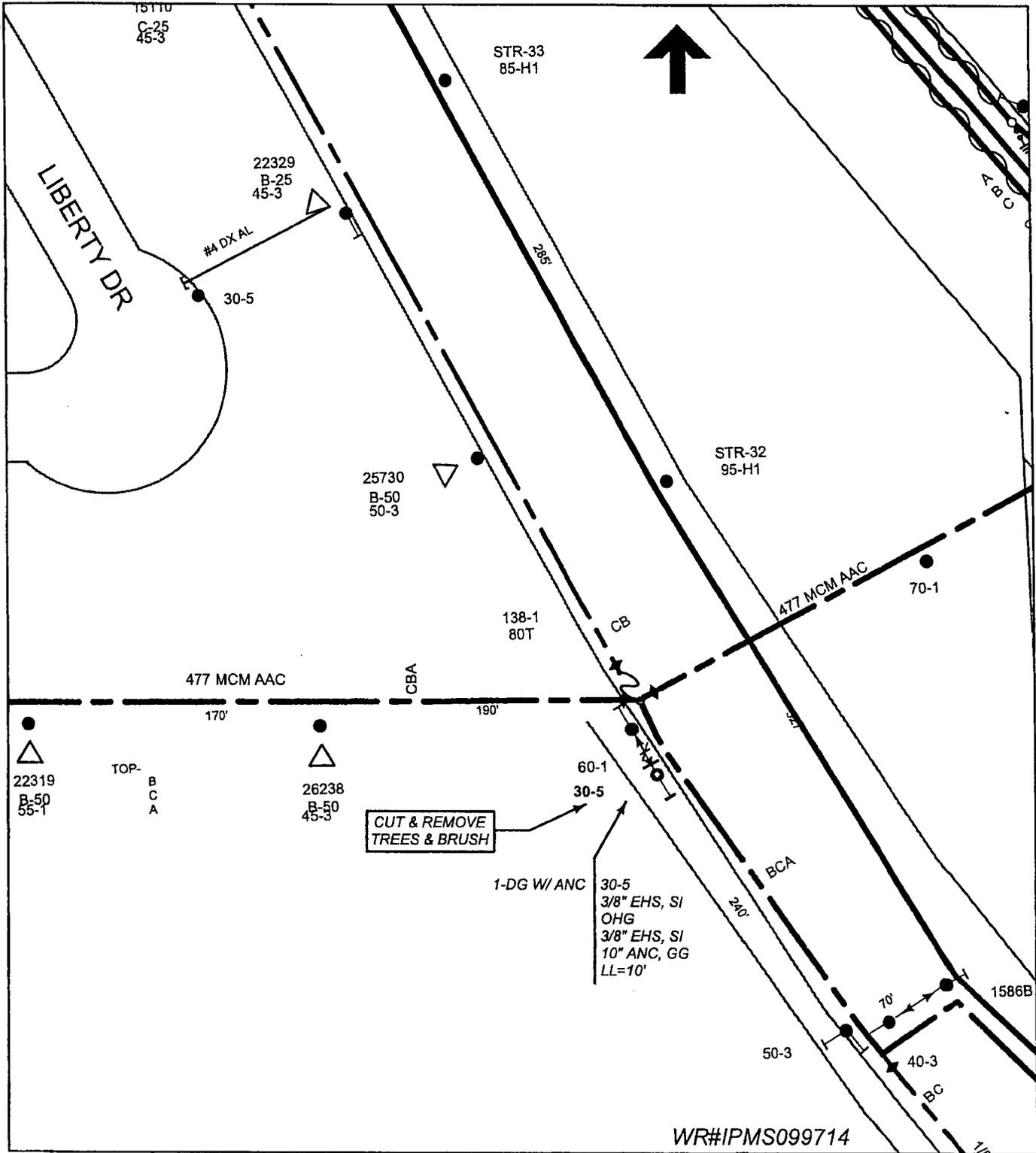
IF NO, EXPLAIN:

FOREMAN: _____ DATE: _____

COMPANY: _____

SCALE: 1 in = 60 ft

IT'S BETTER TO LOSE ONE MINUTE IN LIFE THAN TO LOSE LIFE IN A MINUTE.



WAS JOB ABLE TO BE CONSTRUCTED WITH THE MATERIAL AND JOB PRINTS PROVIDED? (Circle One) YES NO

IF NO, EXPLAIN: _____

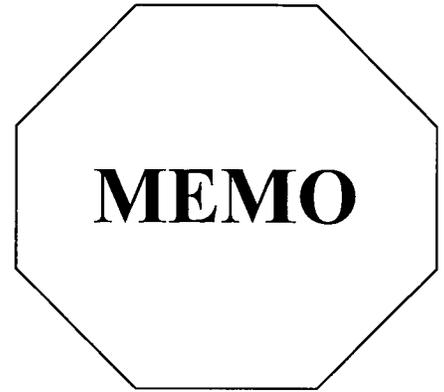
FOREMAN: _____ DATE: _____

COMPANY: _____

AMEREN ILLINOIS BELLEVILLE ELECTRIC JOB PRINT		
INSTALL OH GUY 130 LIBERTY DR		
DDC: SCHMITT	CTY: ST. CLAIR	WR: IPMS099714
FIELD: MCCULLOUGH	TSHP: ST. CLAIR	DATE: 11/27/2012
FEEDER: J83138	T/R: 01N/08W	AREA: BEL
VOLTS: 12KV	QQS: 18-2-3	SHEET: 1 of 1

SCALE: 1 in = 80 ft

IT'S BETTER TO LOSE ONE MINUTE IN LIFE THAN TO LOSE LIFE IN A MINUTE.



To: Dallas Cook, City Clerk

From: Carol Winter CPS, Street Dept.

Date: August 13, 2013

Re: Motions for the August 19, 2013 City Council Meeting

Belleville Street Dept.



On behalf of the Traffic Committee, Alderman Orlet will make the following motions at the City Council meeting,

1. Create a 4-way stop at South Park Dr., and N. 44th St.
2. Delete the 2-way stop on N. 44th at South Park Dr.

/cw



BELLEVILLE FIRE DEPARTMENT

1125 South Illinois Street
Belleville, IL 62220
Phone (618) 234-2236
Fax (618-277-0105

SCOTT LANXON

Fire Chief
slanxon@belleville.net

THOMAS POUR

Deputy Fire Chief / Training
tpour@belleville.net

J.P. PENET

Assistant Fire Chief / Fire Prevention
jpenet@belleville.net

August 2, 2013

Mr. Dallas Cook
City Clerk
City of Belleville
101 South Illinois Street
Belleville IL 62220

RE: MDA Collection

Dear Mr. Cook,

This letter is in regards to the Belleville Firefighters, requesting permission to collect for the MDA (Muscular Dystrophy Association) at the intersection of Voellinger Place and Belleville Crossing on the dates of August 17 and 24, 2013 from 9 a.m. to 3 p.m. We will be standing in between the lanes wearing our safety vests.

If you have any questions, please feel free to contact me at (618) 234-2236. Thank you in advance for your time and consideration in this matter.

Sincerely,

Engineer Richard L. Agne
Belleville Fire Department
Belleville Fire House #4

RLA:ksd



ADDITIONAL REMARKS SCHEDULE

HUB International Insurance Services Inc.

NAMED INSURED

Muscular Dystrophy Association, Inc.

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: 2009/09

Formerly cited as IL ST CH 24 ¶ 11-80-9



Effective: June 15, 2012

West's Smith-Hurd Illinois Compiled Statutes Annotated Currentness

Chapter 65. Municipalities

Act 5. Illinois Municipal Code (Refs & Annos)

Article 11. Corporate Powers and Functions (Refs & Annos)

Public Works, Buildings and Property

▣ Streets and Public Ways

▣ Division 80. General Powers Over Streets and Public Ways (Refs & Annos)

→ → 5/11-80-9. Use of streets for amusements

§ 11-80-9. The corporate authorities of each municipality may prevent and regulate all amusements and activities having a tendency to annoy or endanger persons or property on the sidewalks, streets, and other municipal property. However, no municipality may prohibit a charitable organization, as defined in Section 2 of the Charitable Games Act, from soliciting for charitable purposes, including solicitations taking place on public roadways from passing motorists, if all of the following requirements are met.

- (1) The persons to be engaged in the solicitation are law enforcement personnel, firefighters, or other persons employed to protect the public safety of a local agency, and that are soliciting solely in an area that is within the service area of that local agency.
- (2) The charitable organization files an application with the municipality or county having jurisdiction over the location or locations where the solicitation is to occur. The applications shall be filed not later than 10 business days before the date that the solicitation is to begin and shall include all of the following:
 - (A) The date or dates and times of day when the solicitation is to occur.
 - (B) The location or locations where the solicitation is to occur.
 - (C) The manner and conditions under which the solicitation is to occur.
 - (D) Proof of a valid liability insurance policy in the amount of at least \$1,000,000 insuring the charity or local agency against bodily injury and property damage arising out of or in connection with the solicitation.

The municipality shall approve the application within 5 business days after the filing date of the application, but may impose reasonable conditions in writing that are consistent with the intent of this Section and are based on articulated public safety concerns. By acting under this Section, a local agency does not waive or limit any im-

Formerly cited as IL ST CH 24 ¶ 11-80-9

munity from liability provided by any other provision of law.

(3) For purposes of this Section, "local agency" means a municipality, county, special district, fire district, joint powers of authority, or other political subdivision of the State of Illinois.

A home rule unit may not regulate a charitable organization in a manner that is inconsistent with this Section. This Section is a limitation under subsection (i) of Section 6 of Article VII of the Illinois Constitution on the concurrent exercise by home rule units of powers and functions exercised by the State.

CREDIT(S)

Laws 1961, p. 576, § 11-80-9, eff. July 1, 1961. Amended by P.A. 97-692, § 10, eff. June 15, 2012.

Formerly Ill.Rev.Stat.1991, ch. 24, ¶ 11-80-9.

Current through P.A. 97-692, with the exception of P.A. 97-688 and P.A. 97-689, of the 2012 Reg. Sess.

Copr (c) 2012 Thomson Reuters

END OF DOCUMENT

TRUNK-OR-TREAT

THURSDAY, OCTOBER 31, 2013

5-7:30PM



Dear City officials, you are cordially invited to make this Halloween memorable for the kids of Belleville and surrounding communities. The Sexual Assault Victims Care Unit of Call for Help, Inc. will host its annual Trunk-or-Treat in the Parking Lot of 5600 North Belt West, Belleville, IL on October 31, 2013 at 5-7:30 p.m. and we would love for you to join us! Last year we had such a great turn out! I we are looking for this year Trunk-or-Treat to be even bigger. We hope that you and your family would be a part of the Halloween festivities that we have planned.

What is Trunk-or-Treat? Trunk-or-Treat is a new spin on Trick-or-Treating where local businesses and organizations bring a car down to the Parking Lot, decorate its trunk and pass out candy as kids “trunk-or-treat” from car-to-car. Trunk-or-Treat allows kids to have all the trick-or-treating fun without crossing streets or worrying about traffic and other dangers.

How to get involved: Participation is free! All your business or organization needs to provide is a car trunk decorated with a Halloween theme, someone to pass out candy, and enough candy for 400+ kids (or more if you are feeling generous). If you want to participate, please return the enclosed registration form by Thursday, October 25.

On the day of the event, please arrive at 5600 N Belt West, Belleville, IL (Large empty parking lot between Skyview Drive-in and Crehan's Irish Pub) by 4:00 p.m. to receive your assigned spot and begin setting up your Halloween scene. You may incorporate your business name/logo into your display. Each car will be assigned two parking spaces to set up its scene. There will be prizes for the best decorated car!

If you would like to be involved, but cannot make it to the event, we are also accepting donations of candy for the kids and prizes for the best decorated cars.

Please contact me at 618-397-0975 ext. 132 or awilliams@callforhelpinc.org if you are interested in making a donation or if you have any questions or concerns.

Thank you for your interest and I hope to see you at Trunk-or-Treat!

Artresha Williams
Medical/Legal Advocate



TRUNK-OR-TREAT
CALL FOR HELP, INC.
SEXUAL ASSAULT VICTIMS CARE UNIT

How to Register: Participants must complete and return the attached form by mail, email or fax. Please contact the Sexual Assault Victims Care Unit if you have any questions or concerns.

Sexual Assault Victims Care Unit

Call For Help, Inc. 9400 Lebanon Road East Saint Louis, IL 62203

618-397-0975 ext. 132 Fax 618-688-1336 email: awilliams@callforhelpinc.org

All participants should be prepared for at least 400+ children to visit their vehicle. All candy must be pre-packaged and unopened to distribute at the event. For those not registering but wishing to help out, candy donations are welcome and appreciated.

Registered vehicles may arrive at the parking lot for check-in beginning at 3 p.m. All trunks must be decorated by 4:30 p.m. and all vehicles arriving after this time will not be able to participate.

The event begins at 5:00 p.m. For safety purposes, all participating vehicles must stay at the event until the event ends at 7:30 p.m.

Registration forms must be completed and returned to the **Sexual Assault Victims Care Unit** by Thursday, October 25th. Upon arrival, a SAV-U member will direct you where to park and set-up your vehicle. All registered vehicles will receive a number that must be attached to their trunk for judging. Vehicles will be judged on presentation and creativity. Props and participants in costume will be considered.

Vehicles must be decorated by 4:30 p.m. and judging will take place at 4:45 p.m., prior to the event starting.

Sexual Assault Victims Care Unit 9400 Lebanon Road, East Saint Louis, IL 62203

Full Name: _____

Company Name (if applicable): _____

Address: _____

Phone Number: _____

Email: _____ **License Plate #** _____

I do hereby fully release and discharge the Sexual Assault Victims Care Unit of Call for Help, Inc., its officials, officers, agents and employees from any and all claims from injuries, damage or loss which I may have or which may occur to me as a result of my participation or attendance in any of the Sexual Assault Victims Care Unit of Call for Help, Inc., activities and/or events. I give my permission that my picture and/or likeness and to indemnify and hold harmless the Sexual Assault Victims Care Unit of Call for Help, Inc., its officials, officers, agents and employees from any and all claims, damages and/or loss of any kind.



FREE!!!

Please contact Artresha Williams at 618-397-0975 ext. 132 or awilliams@callforhelpinc.org, if you are interested in participating, want to make a donation or if you have any questions or concerns.

RESOLUTION NO. 3144

A RESOLUTION AMENDING THE ANNUAL BUDGET OF THE CITY OF BELLEVILLE, ILLINOIS FOR THE FISCAL YEAR BEGINNING ON THE FIRST DAY OF MAY 2013, AND ENDING ON THE 30TH DAY OF APRIL, 2014.

WHEREAS, the City of Belleville has passed an ordinance establishing the annual budget for the City of Belleville, Illinois for the fiscal year beginning May 1, 2013 and ending April 30th, 2014; and,

WHEREAS, 65 ILCS 5/8-2-9.6 provides that by a 2/3 vote of the members of the corporate authorities then holding office, the annual budget for the municipality may be revised by deleting, adding to, changing or creating subclasses within object classes and object classes themselves; and,

WHEREAS, it is necessary that said annual budget be amended.

NOW, THEREFORE, be it resolved by the City Council of the City of Belleville, Illinois, as follows:

Section 1. The annual budget is hereby amended by changing the amounts budgeted in accounts shown on Exhibit "A" attached hereto from the figure shown under the column titled "Original Budgeted Amount" to the figure shown under the column "Revised Budgeted Amount".

PASSED by 2/3 vote of the City Council of the City of Belleville, Illinois on the _____ day of _____, 2013 on the following roll call vote:

	<u>AYE</u>	<u>NAY</u>
Michael Heisler	_____	_____
Ken Kinsella	_____	_____
Melinda Hult	_____	_____
Janet Schmidt	_____	_____
Gabby Rujawitz	_____	_____
Kent Randle	_____	_____
Johnnie Anthony	_____	_____
Phillip Silsby	_____	_____
Joseph W. Hayden	_____	_____
Paul Seibert	_____	_____
Bob White	_____	_____
Trent Galetti	_____	_____

James Musgrove
Joe Orlet
Lillian Schneider

APPROVED by the Mayor of the City of Belleville, Illinois this _____ day
of _____, 2013

MAYOR

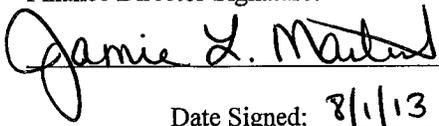
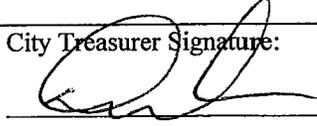
ATTEST:

CITY CLERK

REQUEST FOR LINE ITEM TRANSFER - BUDGET - 2012-2013

DEPARTMENT/ DIVISION	ACCOUNT NUMBER (LINE ITEM)	LINE ITEM DESCRIPTION	ORIGINAL BUDGETED AMOUNT	AMOUNT OF TRANSFER	REVISED BUDGETED AMOUNT
Legal	01-60-54900	Other Professional Services	70,000	-46,700	23,300
	01-60-42100	Salaries-Regular	109,650	+46,700	156,350
Motor Fuel tax	13-00-61800	Maint-Supplies Traffic Control	81,000	-18,000	63,000
	13-00-53200	Engineering Service	160,000	+18,000	178,000

Reason for transfer: Budget Amendments are necessary due to proper allocation of expenses.

Department Head Signature: <hr/> Date Signed: _____	Finance Director Signature:  Date Signed: <u>8/1/13</u>	City Treasurer Signature:  Date Signed: <u>8/8/13</u>
--	---	--

Completed By: J. Maitret	Date Completed: 07/15/13	Entered By:	Date Entered:
--------------------------	--------------------------	-------------	---------------

RESOLUTION NO. 3145

A RESOLUTION AUTHORIZING EXECUTION OF A SERVICE AGREEMENT WITH THE LOWEST RESPONSIBLE BIDDER FOR THE SUPPLY OF ELECTRICITY FOR RESIDENTIAL AND SMALL COMMERCIAL RETAIL CUSTOMERS WHO DO NOT OPTOUT OF SUCH A PROGRAM

(Electric Aggregation)

WHEREAS, Section 1-92 of the Illinois Power Agency Act, 20 ILCS 3855/1- 92, permits a municipality, if authorized by referendum, to adopt an ordinance by which it may operate a program to solicit bids and enter into service agreements for the sale and purchase of electricity and related services and equipment to residential and small commercial customers who do not opt-out of such a program; and

WHEREAS, the City of Belleville ("City"), in a referendum held on November 6, 2012, submitted the public question of whether it should operate the program as an opt-out program; and

WHEREAS, the referendum passed by a majority vote of the qualified electors voting on the question; and

WHEREAS, the City Council finds that the best interests of the City are served by entering into an agreement with the lowest responsible bidder, pursuant to 20 ILCS 3855/1-92, to aggregate the residential and small commercial retail electric loads located within the City and to arrange for competitive electric supply to the retail electrical accounts which do not opt out of said program; and

WHEREAS, because electricity is a commodity for which supply bids typically are submitted and expire the same day, the City must act promptly to accept and execute any such desired bid in order to contractually guarantee a per kilowatt hour electric rate for its residential and small commercial customers; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Belleville, St. Clair County, Illinois, as follows:

Section 1. The Mayor of the City of Belleville, Illinois, be and the same is hereby authorized to execute and deliver and the City Clerk of the City of Belleville, Illinois, be and the same is hereby authorized to attest to said execution of a service agreement with the lowest responsible bidder for the supply of electricity for residential and small commercial retail customers who do not opt out of such a program, said execution and attestation to take place within the applicable time constraints required by the bidder; provided, however, that the energy price to be paid per kilowatt hour pursuant to the agreement is less than the annual average of the published default rate currently in effect, resulting in savings for the City's residential and small commercial retail customers.

Section 2. This Resolution shall be effective immediately and shall remain in effect until May 2014.

Motion was made by Alderman _____, seconded by Alderman _____ that the Resolution be adopted.

PASSED BY THE CITY COUNCIL OF THE CITY OF BELLEVILLE, ST. CLAIR COUNTY, ILLINOIS, IN REGULAR AND PUBLIC SESSION THIS _____ DAY OF _____, 2013.

APPROVED:

Mayor

ATTEST:

City Clerk

ORDINANCE NO. 7704

**AN ORDINANCE AMENDING CHAPTER 43 (TAXATION)
OF THE REVISED CODE OF ORDINANCES OF BELLEVILLE, ILLINOIS,
AS AMENDED, BY AMENDING PORTIONS OF SECTIONS THEREOF**

THE CITY OF BELLEVILLE, ST. CLAIR COUNTY, ILLINOIS (THE "CITY"), IS A DULY ORGANIZED AND EXISTING MUNICIPALITY CREATED UNDER THE PROVISIONS OF THE LAWS OF THE STATE OF ILLINOIS.

THE CITY OF BELLEVILLE IS NOW OPERATING UNDER THE PROVISIONS OF THE ILLINOIS MUNICIPAL CODE, AS SUPPLEMENTED AND AMENDED AND AS A HOME RULE MUNICIPALITY PURSUANT TO ARTICLE VII OF THE ILLINOIS CONSTITUTION OF 1970; AND IN THE EXERCISE OF ITS HOME RULE POWERS.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BELLEVILLE, ILLINOIS:

Section 1. That **Section 43-2-1** shall remain as follows:

43-2-1 IMPOSITION OF TAX. A tax is hereby imposed upon all persons engaged in the business of selling tangible personal property, other than an item of tangible personal property titled or registered with an agency of this State's government, at retail, in this municipality at the rate of **three-quarters percent (3/4%)** of the gross receipts from such sales made in the course of such business while this Code is in effect; and a tax is hereby imposed upon all persons engaged in this municipality in the business of making sales of service, at the rate of **three-quarters percent (3/4%)** of the selling price of all tangible personal property transferred by such serviceman as an incident to a sale of service. (**Ord. No. 7524; 09-19-11**) The imposition of these home rule taxes are in accordance with the provisions of **Sections 8-11-1 and 8-11-5**, respectively, of the **Illinois Municipal Code (Ch. 65, pars. 5/8-11-1 and 5/8-11-5, of Ill. Comp. Stat., as amended)**.

Section 2. That, on January 1, 2018, the rates set forth in Section 43-2-1 shall revert from three-quarters percent (3/4%) to one-half percent (1/2%).

Section 3. That conflicting Ordinances or pertinent portions thereof in force at the time this takes effect are hereby repealed, including but not limited to pertinent portions of Ordinance No. 7524.

Section 4. This Ordinance shall be in full force and effect from and after its passage, approval and publication all as provided by law.

PASSED by the City Council of the City of Belleville, Illinois, on this 19th day of August, 2013 on the following roll call vote:

	<u>AYE</u>	<u>NAY</u>
Michael Heisler	_____	_____
Ken Kinsella	_____	_____
Janet Schmidt	_____	_____
Melinda Hult	_____	_____
Kent Randle	_____	_____
Arnold "Gabby" Rujawitz	_____	_____
Johnnie Anthony	_____	_____
James Davidson	_____	_____
Joseph W. Hayden	_____	_____
Phillip Silsby	_____	_____
Paul Seibert	_____	_____
Bob White	_____	_____
Lillian Schneider	_____	_____
Trent Galetti	_____	_____
Joe Orlet	_____	_____
James Musgrove	_____	_____

APPROVED by the Mayor of the City of Belleville, Illinois this _____ day of August, 2013.

MAYOR

ATTEST:

CITY CLERK

VINTAGE SUPPORT GROUP, INC.
900 ROYAL HEIGHTS ROAD • BELLEVILLE, IL 62226
(618) 277-4100 FAX (618) 277-4355

7/29/13

Vintage Support Group
900 Royal Heights Road
Belleville Il, 62226

Dear Mrs. *COOK*

We are requesting approval for our non- for- profit organization that provides services to individuals with developmental disabilities, epilepsy, head injuries, and or physical disabilities. We currently have an on- going fundraiser of a drive thru coffee stand at our current developmental site and would like to include some resale items every Friday. These resale items will help generate funds to keep programming alive as well as provide meaningful work for individuals with disabilities. We currently have a business license, our sanitation license, as well as the county health department comes in on a regular basis for inspection. Please feel free to call me if you have any questions or concerns. Thanks in advance for supporting our agency. 618-277-4100 ext 213.

Thank you,


Elizabeth Sahuri, RN

To whom it may concern:

I am writing a request for permission to have Abend Street blocked off with no parking on the 200 - 300 block. The intended date would be September Twenty-first, 2013 from 12:00am – 6:00pm. The proposed purpose would be to use the street for wedding photos for an Abend Street resident. If consent from Abend Street residence on the said block is necessary I am more than willing to retrieve it.

Thank you for your consideration,

Nichole Platzkoester
302 Abend Street (Belleville, IL)
618-806-4176

