



CITY FLAG
DESIGNED BY
FREDERICK L. LANGE
JULY 6, 1964

**SPECIAL CITY COUNCIL AGENDA
CITY OF BELLEVILLE, IL
NOVEMBER 30, 2015
AT 7:00 P.M.**

1. CALL TO ORDER BY MAYOR AND EXPLANATION OF DISASTER PROCEDURES

REMINDER: SINCE THE MEETINGS ARE BEING VIDEOTAPED IT IS IMPORTANT THAT EVERYONE SPEAK DIRECTLY INTO A MICROPHONE WHEN SPEAKING.

2. ROLL CALL ALDERMEN

3. ROLL CALL DEPARTMENTS HEADS

4. PLEDGE OF ALLEGIANCE

5. PUBLIC HEARING

5-A. Proposed Annexation Agreement for Parcel No. 07-25-0-200-022.

6. PUBLIC PARTICIPATION (2-3 MINUTES PER PERSON)

- (a) Members of the public may address the City Council in accordance with Section 2.06(g) of the Illinois Open Meetings Act (5 ILCS 120/2.06(g));
- (b) Public comments are limited to three (3) minutes per speaker;
- (c) The subject of public comments shall be reasonably related to matters(s) identified on the meeting agenda and/or other city business;
- (d) Repetitive public comments should be avoided, to the extent practical, through adoption of prior public comment (e.g. agreeing with prior speaker);
- (e) The following conduct is prohibited during public participation:

- Acting or appearing in a lewd or disgraceful manner;
 - Using disparaging, obscene or insulting language;
 - Personal attacks impugning character and/or integrity;
 - Intimidation;
 - Disorderly conduct as defined in Section 30-1-2 of this revised code of ordinances.
- (f) Any speaker who engages in such prohibited conduct during public participation shall be called to order by the chair or ruling by the chair if a point of order is made by a sitting alderman.

7. APPROVAL OF MINUTES

7-A. Council Meeting – November 16, 2015.

8. CLAIMS, PAYROLL AND DISBURSEMENTS

8-A. Motion to approve payroll for week ending November 27, 2015 in the amount of \$809,489.42.

9. ORAL REPORTS FROM STANDING COMMITTEES, SPECIAL COMMITTEES AND ANY OTHER ORAL REPORTS FROM THE ELECTED OFFICIALS OR STAFF

9-A. **MOTION FROM ECONOMIC DEVELOPMENT COMMITTEE:**

9 (A-1). Motion to approve annexation agreement with Joyce B. Krueger.

9 (A-2). Motion to approve annexation agreement with Parkway West Development, LLC.

9 (A-3). Motion to approve an amended development agreement with Barry Hayden for the remodeling and façade improvements to the property located at 222 E. Main St.”

10. ORDINANCES

10-A. ORDINANCE 7905-2015

An Ordinance annexing certain territory to the City of Belleville (Joyce B. Krueger).

10-B. ORDINANCE 7906-2015

An Ordinance annexing certain territory to the City of Belleville (Parkway West).

10-C. ORDINANCE 7907-2015

An Ordinance authorizing the execution of an annexation agreement with Joyce B. Krueger.

10-D. ORDINANCE 7908-2015

An Ordinance authorizing the execution of an annexation agreement with Parkway West Development.

11. UNFINISHED BUSINESS

12. MISCELLANEOUS & NEW BUSINESS

13. EXECUTIVE SESSION

- 13-A. The City Council may go into executive session to discuss personnel, litigation, workers' compensation, property acquisition or transfer of property.

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

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Notice Content

PUBLIC NOTICE Notice of Public Hearing on Proposed Annexation Agreement The City Council of the City of Belleville will hold a public hearing on a proposed annexation agreement on the following: 0 Frank Scott Parkway (07-25.0-200-022) The agreement is for the annexation of approximately 50 acres southwest of the intersection of Frank Scott Parkway and 11th Street. The public hearing will be held on November 30, 2015 at 7:00 p.m. in the Council Chambers at City Hall, 101 South Illinois Street, Belleville, Illinois. Copies of the annexation agreements and legal descriptions of the property are available for inspection in the in the City Clerk's Office, Monday through Friday, 8:00 a.m. to 5:00 p.m. L-P1290596 (11/15)

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**CITY OF BELLEVILLE, ILLINOIS
REGULAR CITY COUNCIL MEETING MINUTES
COUNCIL CHAMBERS – CITY HALL
NOVEMBER 16, 2015 – 7:00 PM**

Mayor Mark Eckert called this meeting to order.

Mayor Eckert explained the disaster procedures. Mayor Eckert reminded anyone speaking this evening to step up to a microphone because the meetings are being taped and posted the next day on the website.

Mayor Eckert asked the City Clerk Dallas B. Cook to call roll. Members present on roll call: Mayor Mark Eckert and City Clerk Dallas B. Cook. Aldermen: Joe Hazel, Ken Kinsella, Janet Schmidt, Mike Buettner, Kent Randle, Scott Tyler, Raffi Ovian, Johnny Anthony, Phil Silsby, Ed Dintelman, Paul Seibert, Bob White, Trent Galetti, Phil Elmore, Roger Wigginton and James Musgrove.

ROLL CALL DEPARTMENT HEADS

Roll Call Department Heads: City Attorney Hoerner; Police Chief, Bill Clay; Fire Chief, Tom Pour; Director of Maintenance, Ken Vaughn; Director of Wastewater, Royce Carlisle; Finance Director, Jamie Maitret; City Engineer, Tim Gregowicz, Human Resource Director, Jim Schneider; Director of Library, Leander Spearman; Health and Housing Director, Bob Sabo; Director of Parks and Recreation, Debbie Belleville; and Director of Economic Development, Annissa McCaskill.

Roll Call Department Heads Excused: City Treasurer Dean Hardt and Director of Public Works, Chuck Schaffer.

PLEDGE

Mayor Eckert requested everyone to stand for the pledge of allegiance.

PUBLIC HEARING

None.

PUBLIC PARTICIPATION

Mayor Eckert explained Public Participation wording included on the agenda and asked if anyone would like to come forward for the public participation portion of the meeting and said please state your name for the record and limit comments to approximately three minutes per person and to please speak into the microphone.

Lillian Schneider

The Mayor has a new SUV. No committee meeting or no city council meetings were held to approve this. Then there is the disappearance of the Crown Vic. This is not a shell game that the mayor gets to play by himself with the taxpayers assets. Can the Mayor be the only one held responsible for the big no no? Then there is the person who changed the plates. Did the Mayor ever send out a thank you? The Mayor should be the one setting the example of tightening the belt. All we hear is we may have to lay off fire and police and yet he takes a new car from the police department. Old car purchased in 2010 (2009 Crown Vic) for \$24k. When we are tightening the city employees do not get raises, they have to give up stuff but yet the mayor can take a new car. She sees that very unjust since the workers do the work that keeps the city afloat. Above all, that car should have come to city council for approval not just switches the plates. Can anybody be held responsible for this not going through the proper channels?

Rick Brown

First thing you have an ordinance tonight that will be voted on for Chapter 52 regarding recreational vehicles and the residents will only be allowed to have two i.e. wave runner, four wheeler, camper, motor home. People have stuff and as long as it is stored properly on their property they should be able to have it.

His 4th amendment rights were violated a few months ago. His wife woke him up very early in the morning because some man was on their back porch taking pictures of her through the window. She was on her exercise bike, Mr. Brown stated he went to chase him off and he ran around the back. It was Ken Bassler from the city. Mr. Brown stated later Ken Bassler said someone called in an anonymous complaint that Mr. Brown had trash and garbage all over his property.

Mr. Brown stated he has the right to be free from unreasonable searches. Mr. Brown requested the city attorney to explain how a government employee can come on his property, without permission, without consent. According to the 2006 maintenance code, consent is not granted, a search warrant must be gotten legally.

Mr. Brown stated Sgt. Herling stated the city has a right of entry ordinance (Ord. 2641 that was written in 1964). Mr. Brown stated that is not true and referenced court cases. Mr. Brown stated he has a privacy fence that conceals items on his property.

Michael Hagberg

On tonight's agenda there is a motion to nominate Ken Kinsella as a public member of the nominee of the joint review board for the TIFs. If any member of the council wishes to make a motion to amend Mr. Hagberg stated he would volunteer his time to attend the meetings as a public member nominee. He feels that as a member of the public should not be the alderman who is working for the taxing body that receives the TIF revenue...this is a conflict of interest. You are supposed to be representing the public's point of view not the city's point of view. When you work for the city you are representing the city's point of view.

Stewart Lannert

It seems like Belleville is imitating E. St. Louis with all the city officials, principals etc. all driving around in great big expense cars, get great big \$90-\$120k salaries. Perhaps we should just give Union School to Lindenwood and they can turn that into a dormitory and we could probably build a new grade school for \$30-\$40 million...no problem.

The Chief a while back was all for conceal carry permits for guns and Mr. Lannert wanders if he still feels that way with all of the crazies in Belleville. The best safety measure is a law abiding armed citizen.

PRESENTATIONS, RECOGNITIONS & APPOINTMENTS

None.

APPROVAL OF MINUTES

Alderman Schmidt made a motion seconded by Alderman Hazel to approve to accept and file the minutes of November 2, 2015.

All members voted aye.

CLAIMS, PAYROLL, AND DISBURSEMENTS

General Fund.....	\$828,174.04
Sewer.....	\$131,199.19
Insurance Fund.....	\$100.00
Library.....	\$5,864.30
Parks/Rec	\$8,563.71
TIF 1.....	\$7,139.63
Motor Fuel Tax	\$64,970.80
Tort Liability	\$3,409.75
Sewer Repair & Replacement.....	\$11,988.00
Sewer Construction.....	\$142,799.78
Sewer Bond & Interest.....	\$744,632.13
SSA.....	\$875.31
TIF 3.....	\$75,294.83
Belleville Illinois Tourism	\$4,569.48
TIF 8 Downtown South	\$5,750.00
Police Trust.....	\$3,439.54
Narcotics	\$48,968.37

Alderman Seibert made a motion seconded by Alderman Buettner to accept and pay the claims in the amount of **\$2,087,738.86**, payroll week ending November 13, 2015 in the amount of **\$815,306.00**.

Discussion...

Alderman Buettner asked about the expenditure under Narcotics for \$29,838; Mayor Eckert stated a truck was purchased for the police department.

Alderman Buettner asked if money was being transferred into the Narcotics fund; Finance Director, Jamie Maitret, stated there is a supplemental budget amendment for funds that were not expected.

Members voting aye on roll call: Hazel, Kinsella, Schmidt, Buettner, Randle, Tyler, Anthony, Ovian, Silsby, Dintelman, Seibert, White, Galetti, Elmore, Wigginton and Musgrove. (16)

REPORTS

Alderman Seibert made a motion seconded by Alderman Schmidt to accept and file the Treasurer's Report and Statement of Cash and Investments for October 2015.

All members voted aye.

ORAL REPORTS

STREETS AND GRADES

Alderman Seibert made the following motions seconded by Alderman Randle:

- Motion to approve Volkert in the amount of \$7,500.00 to perform real estate services for South 29th Street.
- Motion to approve lighting request for Green Mount Manor Subdivision.
- Motion to approve contract modification with Keel Engineering for the East Belle Avenue Project.

Members voting aye on roll call: Hazel, Kinsella, Schmidt, Buettner, Randle, Tyler, Anthony, Ovian, Silsby, Dintelman, Seibert, White, Galetti, Elmore, Wigginton and Musgrove. (16)

MASTER SEWER

Alderman Dintelman made a motion seconded by Alderman Hazel to approve Change Order No. 7, East Creek Watershed with Haier Plumbing & Heating, Inc.

Members voting aye on roll call: Hazel, Kinsella, Schmidt, Buettner, Randle, Tyler, Anthony, Ovian, Silsby, Dintelman, Seibert, White, Galetti, Elmore, Wigginton and Musgrove. (16)

FINANCE COMMITTEE

Alderman Silsby made a motion seconded by Alderman Seibert to approve the Workers' Compensation and Property Liability Insurance Renewal with Illinois Counties Risk Management Trust (ICRMT).

Members voting aye on roll call: Hazel, Kinsella, Schmidt, Buettner, Randle, Tyler, Anthony, Ovian, Silsby, Dintelman, Seibert, White, Galetti, Elmore, Wigginton and Musgrove. (16)

Alderman Silsby made a motion seconded by Alderman Schmidt to approve budget amendments as recommended by the finance director.

Members voting aye on roll call: Hazel, Kinsella, Schmidt, Buettner, Randle, Tyler, Anthony, Ovian, Silsby, Dintelman, Seibert, White, Galetti, Elmore, Wigginton and Musgrove. (16)

PLANNING COMMISSION

Alderman Schmidt made a motion seconded by Alderman Anthony to approve the Hofbräuhaus location site plan.

Discussion...

Alderman Elmore asked the Director of Economic Development, Annissa McCaskill, to briefly explain the city's role in approving the site plan. Annissa stated this is just the footprint of the Hofbräuhaus with the architectural elevations that were also included in the packet. The city is still in the process of finalizing parking numbers and layout in addition to infrastructure to the site.

Alderman Galetti asked why the city is getting involved with this. Is this a private development? Annissa stated the site plan is required in the zoning code. Staff can sign off on the footings; however, they are asking the council to approve the site location.

Alderman Buettner asked about the hotel; Annissa stated they were told at Planning Commission by the end of the month they will have more detail about the restaurants and hotels and she does not have the names of the restaurants and hotels. Mayor Eckert stated he is not at liberty to release them; however, they have three hotels soon to announce. Alderman Buettner asked if all three will be built at the same time; Mayor Eckert stated it is a possibility.

Members voting aye on roll call: Hazel, Kinsella, Schmidt, Randle, Tyler, Anthony, Ovian, Silsby, Dintelman, Seibert, White, Galetti, Elmore, Wigginton and Musgrove. (15)

Members voting nay on roll call: Buettner. (1)

ECONOMIC DEVELOPMENT COMMITTEE

Alderman Kinsella made a motion seconded by Alderman Seibert to approve a development agreement with Barry Hayden for the remodeling and facade improvements to the property located at 222 East Main Street.

Alderman Randle asked if the funding for the project is coming out of TIF 17; Mayor Eckert stated this has been budget in finance through TIF 17.

Members voting aye on roll call: Hazel, Kinsella, Schmidt, Buettner, Randle, Tyler, Anthony, Ovian, Silsby, Dintelman, Seibert, White, Galetti, Elmore, Wigginton and Musgrove. (16)

ADMINISTRATION

Alderman Schmidt made a motion seconded by Alderman Wigginton to set the date of the Joint Review Board Annual Meeting for all active TIF Districts for Friday, December 11, 2015 at the respective times listed in the attached memo.

All members voted aye.

(Motion No. 1)

Alderman Seibert made a motion seconded by Alderman Schmidt to nominate Ken Kinsella as the public member nominee for the Joint Review Board Annual Meetings for all active TIF Districts to be held Friday, December 11, 2015.

Discussion...

City Attorney Hoerner stated it is not a legal conflict for Alderman Kinsella to serve as a public member.

(Motion No. 2)

Alderman White made a motion to amend seconded by Alderman Buettner to nominate Michael Hagberg as the public member nominee for the Joint Review Board Annual Meetings for all active TIF Districts to be held Friday, December 11, 2015.

(Vote No. 2)

Members voting aye on roll call: Buettner, Randle, Tyler, White, Galetti, (5)

Members voting nay on roll call: Hazel, Schmidt, Anthony, Ovian, Silsby, Dintelman, Seibert, Elmore, Wigginton and Musgrove. (10)

Member abstaining on roll call: Kinsella. (1)

(Vote No. 1)

Members voting aye on roll call: Hazel, Schmidt, Randle, Tyler, Anthony, Ovian, Silsby, Dintelman, White, Seibert, Galetti, Elmore, Wigginton and Musgrove. (14)

Members voting nay on roll call: Buettner. (1)

Member abstaining on roll call: Kinsella. (1)

ORDINANCE AND LEGAL REVIEW COMMITTEE

Alderman Musgrove made a motion seconded by Alderman Schmidt to approve cemetery fee increase effective May 1, 2016.

Members voting aye on roll call: Hazel, Kinsella, Schmidt, Buettner, Randle, Tyler, Anthony, Ovian, Silsby, Dintelman, Seibert, White, Galetti, Elmore, Wigginton and Musgrove. (16)

Alderman Musgrove made a motion seconded by Alderman Anthony to approve limiting the sale of iced single serve alcoholic beverages for Class C liquor licenses.

Discussion...

Alderman Hazel asked if there will be single serve beverages in coolers; Mayor Eckert stated yes. Alderman Hazel asked what issue the city is experiencing; Mayor Eckert stated the stores have been selling single beverages in iced coolers in the aisles and near the counter in which it tempts people.

Alderman Schmidt an example is the Moto station at 6th and West Main has panhandlers i.e. litter.

Alderman Hazel stated there are ordinances already in place regarding littering, drinking in public, against every issue that has been brought up that this pertain too.

Alderman Wigginton asked if this will include grocery stores, bars etc.; Mayor Eckert stated anyone with a Class C which is grocery stores and convenience stores.

Alderman Tyler stated they will still be allowed to sell it, it cannot be within twenty-five feet of the counter; Mayor Eckert stated yes, Alderman Tyler asked if this will affect any of the current businesses that may be small in size (square footage); City Attorney Hoerner stated the version was revised (removing the twenty-five feet) based on the discussion at ordinance and legal to reflect at or near the cashier/checkout station.

Alderman Hazel addressed the single service bottles of liquor; Mayor Eckert stated that is not being addressed at this time. Alderman Hazel stated he believes this to be a pointless ordinance.

Members voting aye on roll call: Kinsella, Schmidt, Randle, Anthony, Ovian, Silsby, Dintelman, Seibert, White, Elmore, Wigginton and Musgrove. (12)

Members voting nay on roll call: Hazel, Buettner, Tyler, Galetti. (4)

Alderman Musgrove made a motion seconded by Alderman Ovian to amend Chapter 52 relating to recreational vehicles.

Discussion...

Alderman Buettner stated limiting to two recreational vehicles and the way it is written they will not be allowed to keep them on their property. If you are responsible you keep the grass cut and keep in your backyard out of sight. Alderman Buettner stated this is punishing people who are spending money that want to have Belleville as a base.

Alderman Elmore requested clarification on the ordinance; City Attorney Hoerner stated this is for outside storage. Alderman Elmore stated we are currently following visible from the street law. City Attorney Hoerner stated this is an existing ordinance and the changes are the limitations to two outside and certain limitations on how the foliage is maintained i.e. weeds, trash inside of it, cannot be used for storage. Alderman Elmore asked if a motorcycle is an RV; City Attorney Hoerner stated a motorcycle is not identified as a recreation vehicle.

Alderman Ovian stated the major problem in his ward is the parking of the recreational vehicles on the side of the house adjacent in the front of the property and not taking care of the trash and weeds. This is trashing up the resident and making everyone else around it basically becomes a sore eye as well.

Alderman Hazel stated he believes in the spirit of this that the city needs to clean up areas. Perhaps we already have ordinances that need to be cleaned up and maybe strengthened that limit improper storages.

Alderman Tyler stated while reviewing the definitions it looks like if you have a sea doo on a trailer will that count as two vehicles; Alderman Hazel stated it would count as one since the trailer is the only one licensed. City Attorney Hoerner stated the only thing added is the word "watercraft".

Alderman Randle inquired regarding outside storage i.e. alleys. Alderman Randle stated he does not have a problem maintenance aspect; however, we do have people that do a good job with storing their vehicles and others that are a problem. By limiting the number by two to be stored outside presents a problem in that people may expand their driveway space.

Alderman Elmore stated one of the issue is we are trying to keep the RVs not to be parked in the grass. Alderman Elmore recommended sending back to legal and ordinance for further discussion regarding limiting the number of things a person can own and how it is stored.

Alderman Hazel asked the definition of "side"; Mayor Eckert stated "side" starts at the front of the house going back.

Alderman Buettner stated the city needs to be careful with regulations. People may start getting tired of telling people how to live their lives. There are ordinances in place that deals with weeds, parking and these ordinances need place and they need to be enforced.

Alderman Hazel made a motion seconded by Alderman Buettner to send back to ordinance and legal for further discussion and rewritten regarding storage of vehicles.

Members voting aye on roll call: Hazel, Kinsella, Schmidt, Buettner, Randle, Tyler, Anthony, Silsby, White, Galetti, Elmore and Wigginton. (12)

Members voting nay on roll call: Ovian, Dintelman, Seibert and Musgrove. (4)

Alderman Musgrove made a motion seconded by Alderman Anthony to amend Chapter 30 relating to fireworks.

Members voting aye on roll call: Hazel, Kinsella, Schmidt, Buettner, Randle, Tyler, Anthony, Ovian, Silsby, Dintelman, Seibert, White, Galetti, Elmore, Wigginton and Musgrove. (16)

COMMUNICATIONS

Alderman Schmidt made the following motions seconded by Alderman Seibert to approve the following communication:

Communication from Eckert Florist, Inc. to place a refrigerated cooler in one of their designated "loading zones" located in the first block of North Second Street, from Saturday, November 21, 2015 and removed on or before, December 30, 2015. They will coordinate with the Street Department for cones and lighted barricades.

All members voted aye.

PETITIONS

None.

RESOLUTIONS

Alderman Kinsella made a motion seconded by Alderman Schmidt to read Resolution 3244, 3245, 3246 and 3247 by title only and as a group.

All members voted aye.

Alderman Silsby made a motion seconded by Alderman Schmidt to approve the following Resolutions:

- **RESOLUTION 3244**
A Resolution for a line item transfer for Library.
- **RESOLUTION 3245**
A Resolution for a supplemental line item transfers for TIF 8, TIF 12 and Narcotics.
- **RESOLUTION 3246**
A Resolution urging Illinois State leaders to release non-general fund revenues payable to local governments.
- **RESOLUTION 3247**
A Resolution supporting the selection of the Scott Air Force Base (St. Clair County) Site for the National Geospatial-Intelligence Agency (NGA West) Proposed Facility.

Members voting aye on roll call: Hazel, Kinsella, Schmidt, Buettner, Randle, Tyler, Anthony, Ovian, Silsby, Dintelman, Seibert, White, Galetti, Elmore, Wigginton and Musgrove. (16)

ORDINANCES

Alderman Silsby made a motion seconded by Alderman Schmidt to read Ordinances 7909, 7910 and 7913 by title only.

All members voted aye.

Alderman Silsby made a motion seconded by Alderman Schmidt to approve the following Ordinances:

- **ORDINANCE 7909-2015**
An Ordinance annexing certain territory to the City of Belleville (5920 Gateway Industrial Drive).
- **ORDINANCE 7910-2015**
An Ordinance for cemetery fee increase effective May 1, 2016.
- **ORDINANCE 7913-2015**
An Ordinance amending Chapter 30 (Fireworks).

Members voting aye on roll call: Hazel, Kinsella, Schmidt, Buettner, Randle, Tyler, Anthony, Ovian, Silsby, Dintelman, Seibert, White, Galetti, Elmore, Wigginton and Musgrove. (16)

Alderman Silsby made a motion seconded by Alderman Schmidt to read Ordinances 7911 by title only.

All members voted aye.

Alderman Silsby made a motion seconded by Alderman Schmidt to approve the following ordinance:

- ORDINANCE 7911-2015
An Ordinance amending Chapter 21 – Liquor Code.

Members voting aye on roll call: Kinsella, Schmidt, Randle, Anthony, Ovian, Silsby, Dintelman, Seibert, White, Elmore, Wigginton and Musgrove. (12)

Members voting nay on roll call: Hazel, Buettner, Tyler and Galetti. (4)

UNFINISHED BUSINESS

Alderman Galetti asked if the fourth amendment implications made by Mr. Brown in public participation regarding city inspectors going on private property is accurate; City Attorney Hoerner stated he told Mr. Brown he would look into.

Alderman Buettner stated several months ago the council approved spending to purchase eight new police cars; what happened to the cars that were replaced; Chief Clay stated the Crown Vics go to school resource officers and spares. The SUVs are being used as marked units and code enforcement. Chief Clay stated he is putting together eight to ten spares. Alderman Buettner stated that was not the discussion when they voted on purchasing the cars...it was they were falling apart and there was no mention the cars were being kept.

Alderman Buettner asked if the fleet was increased by eight; Chief Clay stated no since some cars were traded.

Alderman Buettner asked the Mayor if he got a new/different car; Mayor Eckert stated he got a different car and it was the Chief's car. Mayor Eckert stated the Chief took his Crown Vic and put in the rotation for spares. The Chief told the Mayor he would give him his vehicle. Alderman Buettner asked if the Vic was falling apart; Mayor Eckert stated he did not go to the Chief to ask about the vehicle...the Chief came to him and said he was going to change out the vehicle. The Vic was not falling apart... he had it for six years and it had 75k miles on it and he was going to put it in rotation to use as a spare.

Alderman Buettner stated the city is not getting the money from the State and the city is looking at possible layoffs, the unions do not have raises yet. Alderman Buettner recommended cutting back all over. Mayor Eckert stated there was not a car bought for the mayor this year; Alderman Buettner stated there are expenses tied to everything.

MISCELLANEOUS & NEW BUSINESS

Alderman Galetti made a motion seconded by Alderman Dintelman to approve Motor Fuel Claims in the Amount of **\$64,970.80**.

Members voting aye on roll call: Hazel, Kinsella, Schmidt, Buettner, Randle, Tyler, Anthony, Ovian, Silsby, Dintelman, Seibert, White, Galetti, Elmore, Wigginton and Musgrove. (16)

EXECUTIVE SESSION

None.

ADJOURNMENT

Alderman Galetti made a motion seconded by Alderman Wigginton to adjourn at 8:15 pm.

All members voted aye.

Dallas B. Cook, City Clerk

PAYROLL BREAKDOWN AS PER G/L DISTRIBUTION REPORT
PAYROLL ENDING DATE: **27-Nov-15**
DESCRIPTION:

01 50	ADMINISTRATION	<u>14294.48</u>
01 51	POLICE	<u>271971.26</u>
01 52	FIRE	<u>189638.64</u>
01 53	STREET	<u>40079.54</u>
01 54	PARKS	<u>12669.71</u>
01 55	CEMETERY	<u>4594.02</u>
01 56	SANITATION	<u>36033.02</u>
01 60	LEGAL	<u>6467.62</u>
01 61	HOUSING & INSPECTORS	<u>23871.92</u>
01 62	ECONOMIC DEVELOPMENT & PLANNING	<u>6474.56</u>
01 82	MAYOR	<u>6186.52</u>
01 83	FINANCE	<u>5824.18</u>
01 84	HUMAN RESOURCE	<u>5229.54</u>
01 85	CLERK	<u>8945.91</u>
01 86	TREASURER	<u>4159.89</u>
01 87	MAINTENANCE	<u>17422.87</u>
01 88	ENGINEER	<u>7791.74</u>
	TOTAL GENERAL FUND	<u>661655.42</u>
21 75	SEWER COLLECTIONS	<u>9387.26</u>
21 77	SEWER LINES	<u>14666.79</u>
21 78	SEWER PLANT	<u>50683.25</u>
	TOTAL SEWER DEPARTMENT	<u>74737.30</u>
4	LIBRARY	<u>28354.10</u>
7	RECREATION	<u>13464.54</u>
16	Employer's Portion of FICA (06-00-21500) cr	<u>31278.06</u>
	*****TOTAL PAYROLL	<u>809489.42</u>

**DEVELOPMENT AGREEMENT
(AS AMENDED)**

This agreement made this ~~16th~~ 30th day of November, 2015 by and between the City of Belleville, Illinois (the "City") and Barry Hayden ("Barry Hayden"):

WITNESSETH:

WHEREAS, Barry Hayden intends on investing a minimum of \$100,000.00 to complete remodeling and façade improvements at the existing facility located at 222 East Main Street in Belleville (the "Project"); and

WHEREAS, the parties have reached an agreement in order to set forth the terms upon which the City would provide certain economic incentives for the Project and the terms upon which Barry Hayden would provide jobs at said location, via tenants.

Responsibilities of the City of Belleville

1. Certification of project's location in Belleville Enterprise Zone for the Exemption of Sales Tax on Building Materials used exclusively for the remodeling (Savings estimated at \$1,300.00) at the existing facility located at 222 East Main St.
2. Façade improvement reimbursement of 20% (Reimbursement estimated at \$4,000, but shall not exceed \$15,000.00) of cost of façade improvements, for three (3) façades, after documentation of costs incurred has been received and approved by the City of Belleville.
- ~~2.3. Remove parking meters from the first three (3) parking spots south of E. Main St. on the west side of S. Church St. and make them one-hour parking from 7:00 a.m. to 5:00 p.m. Monday through Friday.~~

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Responsibilities of Barry Hayden

- A. Invest no less than \$100,000.00 at 222 East Main St. limited to the remodeling of and facade improvements to the existing facility no later than May 31, 2016, and;
- B. Create thirty (30) FTE jobs via tenants within the first year of operation, and;
- ~~C. Allow the parking lots associated with 222 E. Main St. to be open to the public with the following schedule, unless a private event is being held at the site during said time periods:
 1. January 1st through April 15th: Monday-Friday 8:00 p.m. to 6:00 a.m., Saturday 5:00 p.m. to 6:00 a.m., and all day Sunday.
 2. April 16th to December 31st: Monday-Friday 6:00 p.m. to 6:00 a.m., all day Saturday and Sunday, and;~~
~~C. from 6:00 p.m. to 6:00 a.m. Monday through Friday and all day Saturday and Sunday, unless a private event is being held at the site during said time periods, and~~
- D. Barry Hayden and any heirs and/or successors shall remain and operate at the site for no less than five (5) years, and;
- E. Compliance with all existing and applicable Federal, State, County and Local laws and ordinances.

Penalties

In the event that Barry Hayden fails to meet its obligations under Sections (A), (B), (C), (D) or (E) of the section entitled "Responsibilities of Barry Hayden" of the Development Agreement, all public funds provided under (2) of the section entitled "Responsibilities of the City of Belleville" received to date as per the Development Agreement from the City of Belleville shall be repaid to the City of Belleville and all remaining amounts to be provided if any, shall be terminated.

Miscellaneous

1. Entire Agreement. This Agreement and any written amendments hereto shall constitute the entire agreement between the parties. Neither party shall be bound by any terms, conditions, statements or representatives, not herein contained. Each party hereby acknowledges that in executing this Agreement it has not been induced, persuaded or motivated by any promise or representation made by the other party, unless expressly set forth herein. All previous negotiations, statements and preliminary agreements by the parties or their representatives are merged in this Agreement.
2. Validity. It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement is held by a court of law to be illegal or in conflict with any law of the State of Illinois, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.
3. Notices. Notices, or other communications required or which may be given under this Agreement shall be in writing, and delivered either personally, or by certified or registered mail, to the addresses indicated for each party below after their respective signatures, or to such other address as designated by a party similar notice to the other party. Date of notice shall be the date of delivery in the case of delivered notice or the date of posting in the mail in the case of mail notice.
4. Signage. Agree to allow City to place on the premises a sign indicating financial assistance has been provided by the City of Belleville for a minimum of fifteen (15) days each before and after opening of the facility.
5. Current with Payments. Agree to pay in full the City of Belleville on any outstanding invoices containing the name or names of the individual, company and/or corporation receiving the said inducements.
6. Execution of Agreement. If this agreement is not fully executed within sixty (60) days of City Council approval, it shall be considered null and void.
7. Prevailing Wage. Projects receiving incentives/inducements from the City of Belleville will be required to comply with the President's executive order no. 11246, as amended (prevailing wage).
8. Request of Payment. The party receiving inducements must officially request payment from the City. This must be done via letter to include documentation of property taxes paid, proof of payment for improvements made, etc. as outlined in the section titled "Responsibilities of **Barry Hayden**".
9. Certification of Compliance. The party receiving inducements submit a completed "Annual Certification of Compliance With Development Agreement" form annually for the life of this agreement to document private investment, jobs created, etc. as outlined in the section titled "Responsibilities of **Barry Hayden**".

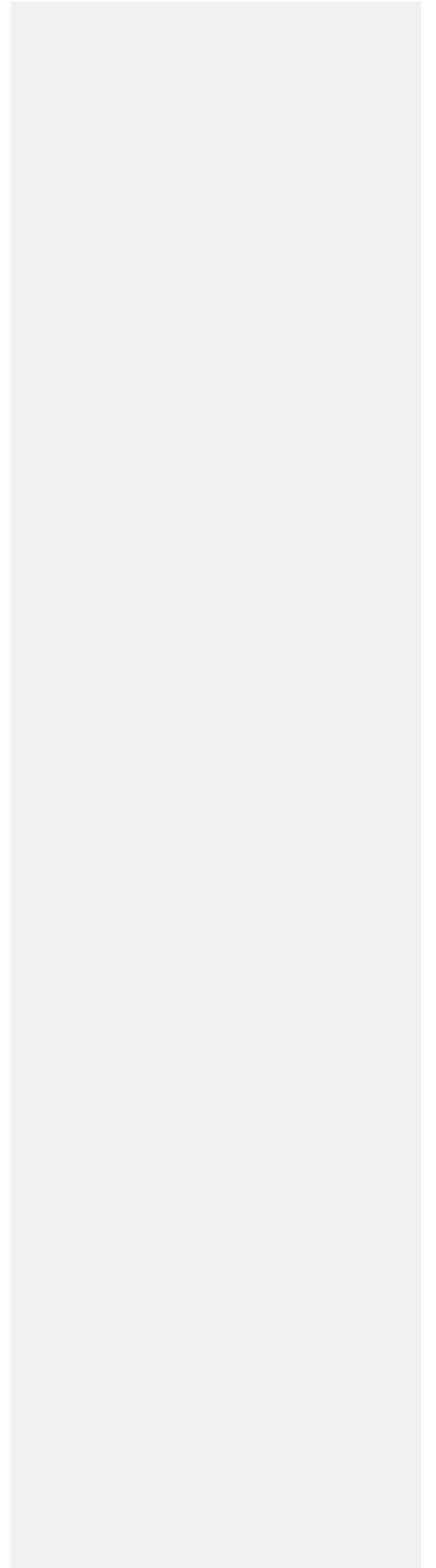
CITY OF BELLEVILLE, ILLINOIS
City Hall
101 South Illinois Street
Belleville, Illinois 62220

By: _____
MAYOR

ATTEST: _____
CITY CLERK

Barry Hayden
138 Lincoln Place
Belleville, IL 62221

By: _____
Barry Hayden



ANNEXATION AGREEMENT

This Annexation Agreement (“Agreement”) is made and entered into effective as of November ___, 2015 (“Effective Date”) by and between the City of Belleville, Illinois, an Illinois municipal corporation (hereinafter referred to as the “City”), and Joyce B. Krueger (hereinafter referred to as “Petitioner”), the City and the Petitioner being hereinafter referred to separately as a “Party” and collectively as the “Parties.”

RECITALS:

WHEREAS, Petitioner is the owner of the real estate which is the subject matter of this Agreement, specifically 24+/- acres legally described on Exhibit A attached hereto and incorporated herein by this reference (herein referred to as the “Property”); and

WHEREAS, Petitioner and City desire to have the Property annexed to the City as provided in 65 ILCS 5/7-1-1, *et seq.*, subject to the terms and conditions of this Agreement and to obtain assurances from the City as to certain provisions for the Property when the same has been annexed and to other matters addressed in this Agreement; and

WHEREAS, the Property is adjacent and contiguous to the corporate boundaries of the City and is not within the boundaries of any other city or village; and

WHEREAS, Petitioner has filed with the City Clerk a proper Annexation Petition (“Annexation Petition”) pursuant to 65 ILCS 5/7-1-8 signed by the owners of record of the Property and the requisite percentage of electors residing thereon which Petition by its terms is contingent upon execution and compliance with the terms of this Agreement; and

WHEREAS, pursuant to the applicable provisions of the Illinois Municipal Code, a proposed Annexation Agreement similar in substance and in form to this Agreement was submitted to the Mayor and City Council of the City (“Corporate Authorities”) and a public hearing was held thereon pursuant to notice, as provided by statute; and

WHEREAS, all other and further notices, publications, procedures, public hearings, and other matters attendant to the consideration and approval of this Agreement and the annexation have been given, made, held, and performed by the City as required by 65 ILCS 5/7-1-8 and 5/11-15.1-1, *et seq.*, and all other applicable statutes, and all applicable ordinances, regulations, and procedures of the City. This Agreement is made and entered into by the Parties pursuant to the provisions of 65 ILCS 5/11-15.1-1, *et seq.*; and

WHEREAS, the Corporate Authorities have duly considered all necessary petitions to enter into this Agreement and have further duly considered the terms and provisions of this Agreement and, by a resolution duly adopted by the Corporate Authorities then holding office, have authorized the Mayor to execute, and the City Clerk to attest, this Agreement on behalf of the City; and

WHEREAS, appropriate notices to the applicable fire protection district, township and other public bodies entitled to statutory notices have been given; and

WHEREAS, it is in the best interest of the City and Petitioner to enter into this Agreement.

NOW, THEREFORE, in consideration of the foregoing Recitals and the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which the Parties do hereby acknowledge, the Parties do hereby agree as follows:

1. Recitals. The Parties acknowledge that the statements and representations contained in the foregoing Recitals are true and accurate and do hereby incorporate the Recitals into this Agreement as if fully set forth herein.

2. Annexation. As soon as reasonably practicable (but in no event later than thirty (30) days) after the Effective Date, the Corporate Authorities shall do all things necessary or appropriate to cause the Property to be validly annexed to the City in accordance with and upon the terms and conditions set forth in this Agreement and shall aid and assist Petitioner and their successors and assigns, in carrying out the terms, conditions and provisions of this Agreement. All ordinances, plats, affidavits, and other documents necessary to accomplish annexation shall be recorded by the City.

3. Zoning and Subdivision. The Corporate Authorities shall enact such ordinances, adopt such resolutions, and take all such other actions as are necessary or appropriate to:

(a) zone and classify 4+/- acres of the Property along the frontage of Frank Scott Parkway as "C-1" Light Commercial District under the existing Zoning Ordinances of the City, provided that such parcel is subdivided in accordance with Chapters 41 (Subdivision Code) and 60 (Zoning Code) of the City's Revised Code of Ordinances, as more fully depicted in Exhibit B attached hereto and incorporated herein by this reference;

(b) zone and classify the remaining 20+/- acres of the Property as "A-1" Single Family Residential District under the existing Zoning Ordinances of the City, provided that such parcel is subdivided in accordance with Chapters 41 (Subdivision Code) and 60 (Zoning Code) of the City's Revised Code of Ordinances, as more fully depicted in Exhibit B attached hereto and incorporated herein by this reference

4. Sewer Service. The City shall, at its sole cost and expense, construct and extend operating sanitary sewer facilities to serve the Property, as depicted on Exhibit C attached hereto and incorporated herein by this reference; provided, however, that Petitioner shall pay the City all tap-in fees and usage fees associated with Petitioner's connection to such sewer facilities. Furthermore, Petitioner shall grant the City such permanent easement(s) as the City deems necessary for installation and maintenance of its sewer lines.

5. Remedies.

(a) Upon a breach of this Agreement, any of the Parties, in any court of competent jurisdiction, by an action or proceeding at law or in equity, may secure the specific performance of the covenants and agreements herein contained, may be awarded damages for failure of

performance, or both, or may obtain rescission and disconnection for material failure of performance. No action taken by any Party hereto pursuant to the provisions of this Section 11 or pursuant to the provisions of any other Article of this Agreement shall be deemed to constitute an election of remedies, and all remedies set forth in this Agreement shall be cumulative and nonexclusive of any other remedy either set forth herein or available to any Party at law or in equity.

(b) In the event of a material breach of this Agreement, the Parties agree that the Party alleged to be in breach shall have thirty (30) days after written notice of said breach to correct the same prior to the non-breaching Party's seeking of any remedy provided for herein (provided, however, that said 30-day period shall be extended if the defaulting Party has initiated the cure of said default and is diligently proceeding to cure the same).

(c) If any of the Parties shall fail to perform any of its obligations hereunder, and the Party affected by such default shall have given written notice of such default to the defaulting Party, and such defaulting Party shall have failed to cure such default within thirty (30) days of such default notice (provided, however, that said 30-day period shall be extended if the defaulting Party has initiated the cure of said default and is diligently proceeding to cure the same), then, in addition to any and all other remedies that may be available, either at law or in equity, the Party affected by such default shall have the right (but not the obligation) to take such action as in its reasonable discretion and judgment shall be necessary to cure such default. In such event, the defaulting Party hereby agrees to pay and reimburse the Party affected by such default for all reasonable costs and expenses (including attorneys', engineers', surveyors', architects', accountants', and other consultants' fees and litigation expenses) incurred by it in connection with any action taken to cure such default.

(d) The failure of the Parties to insist on the strict and prompt performance of the terms, covenants, agreements, and conditions herein contained, or any of them, on any other Party imposed, shall not constitute or be construed as a waiver or relinquishment of any Party's right thereafter to enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.

(e) If the performance of any covenant to be performed hereunder by any Party is delayed as a result of circumstances that are beyond the reasonable control of such Party (which circumstances may include acts of God, war, acts of civil disobedience, strikes, or similar acts), the time for such performance shall be extended by the amount of time of such delay.

6. Miscellaneous.

(a) Amendment. This Agreement, and the exhibits attached hereto, may be amended only by the mutual consent of the Parties and by the execution of said amendment by the Parties or their respective successors in interest or assignees.

(b) Severability. If any provision, covenant, agreement, or portion of this Agreement or its application to any person, entity, or Property is held invalid, such invalidity shall not affect the application or validity of any other provisions, covenants, or portions of this Agreement, and,

to that end, all provisions, covenants, agreements, and portions of this Agreement are declared to be severable.

(c) Survival. The provisions contained herein shall survive the annexation of the Property and shall not be merged or expunged by the annexation of the Property to the City.

(d) Successors and Assigns. This Agreement shall inure to the benefit of, and shall be binding on, successors, assigns, tenants, subtenants and transferees of Petitioner and their respective successors, grantees, tenants, and assigns, and on successor corporate authorities of the City and successor municipalities, and shall constitute covenants running with the land. For all purposes under this Agreement, the term "Petitioner" shall mean and include, without limitation, Petitioner and all licensees, tenants, subtenants, successors, assignees and others deriving any rights to use or possess any portion of the Property by or through Petitioners. This Agreement may not be assigned without City approval, and such approval shall not be unreasonably withheld, conditioned or delayed.

(e) Notices. Any notice, request, approval, demand, instruction or other communication to be given to any Party hereunder, shall be in writing, and shall be conclusively deemed to be delivered and received when personally delivered or when (a) transmitted by electronic mail; (b) one (1) day after the date of deposit for overnight delivery with an overnight courier such as Federal Express, United Postal Service or other overnight courier service, or (c) three (3) days after the date of deposit in the U. S. mail, sent by certified mail, return receipt requested, and such notices are addressed to the following addresses:

If to City: City of Belleville
101 South Illinois Street
Belleville, Illinois 62220
Attn.: Mayor Mark W. Eckert
E-mail: meckert@belleville.net

With a copy to: City Attorney
5111 West Main St.
Belleville, IL 62226
Attn.: Garrett P. Hoerner
E-mail: gphoerner@belleville.net

If to Petitioner: Joyce B. Krueger
7631 State Route 163
Belleville, IL 62223-7743

The parties may change their respective addresses and/or telefax/teletype numbers for the receipt of notice hereunder by giving notice thereof to the other party in accordance herewith.

(f) Time of Essence. Time is of the essence of this Agreement and of each and every provision hereof. If any date, time period or deadline hereunder falls on a weekend or a state or federal holiday, then such date shall be extended to the next occurring business day.

(g) E-mailed or Faxed Signatures. The Parties agree that electronically mailed or faxed signatures may be used to expedite the transaction contemplated by this Agreement. Each Party intends to be bound by its electronically mailed or faxed signature and each is aware that the other will rely on the electronically mailed or faxed signature and each acknowledges such reliance and waives any defenses to the enforcement of the documents and notices effecting the transaction contemplated by this Agreement based on an electronically mailed or faxed signature.

(h) Further Assurances. Each Party agrees to perform any other acts or execute and deliver any other documents, instruments or agreements which may be reasonably necessary to effectuate the purpose of and to carry out the provisions of this Agreement.

(i) Governing Law and Jurisdiction. This Agreement shall be governed by and construed in accordance with the substantive laws of the State in which the Property is located. In the event of any dispute arising under this Agreement, the Parties hereby submit to the jurisdiction of, and waive any objection to, the applicable state or federal court having jurisdiction in the circuit or district in which the Property is located.

(j) Authority and Counterparts. Each Party warrants and represents that the person executing this Agreement on its behalf is authorized to do so. This Agreement may be executed in two or more fully or partially executed counterparts, each of which will be deemed an original binding the signer thereof against the other signing parties, but all counterparts together will constitute one and the same instrument.

(k) Term. This Agreement shall be valid and binding for a period of twenty (20) years from the Effective Date.

(l) Entire Agreement. This Agreement sets forth all agreements, understandings, and covenants between and among the Parties with respect to the subject matter hereof and all exhibits attached hereto are incorporated herein by reference and made a part of this Agreement as if fully set forth herein.

IN WITNESS WHEREON, the Parties hereto have caused this Agreement to be executed as of the Effective Date.

CITY OF BELLEVILLE, ILLINOIS

PETITIONER

By: _____
Mark W. Eckert, Mayor

By: _____
Joyce B. Krueger

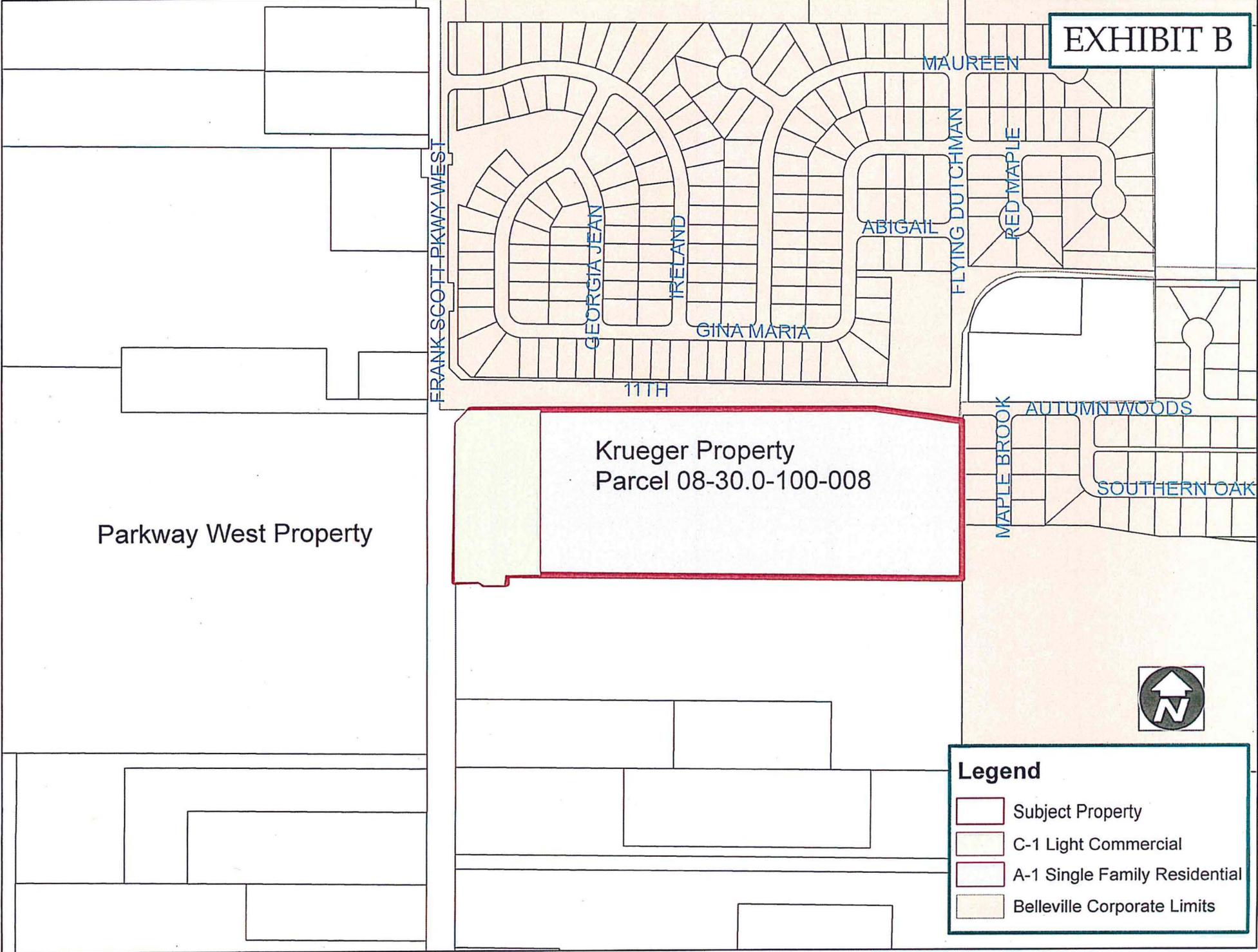
ATTEST: _____
Dallas B. Cook, City Clerk

**EXHIBIT A
LEGAL DESCRIPTION**

PARCEL 08-30.0-100-008
ST. CLAIR TWP SEC 30
LOT/SEC-30-SUBL/TWP-1N-BLK/RG-8W PT LOT
6 IN NW AS IN A02265575

DRAFT

EXHIBIT B



Parkway West Property

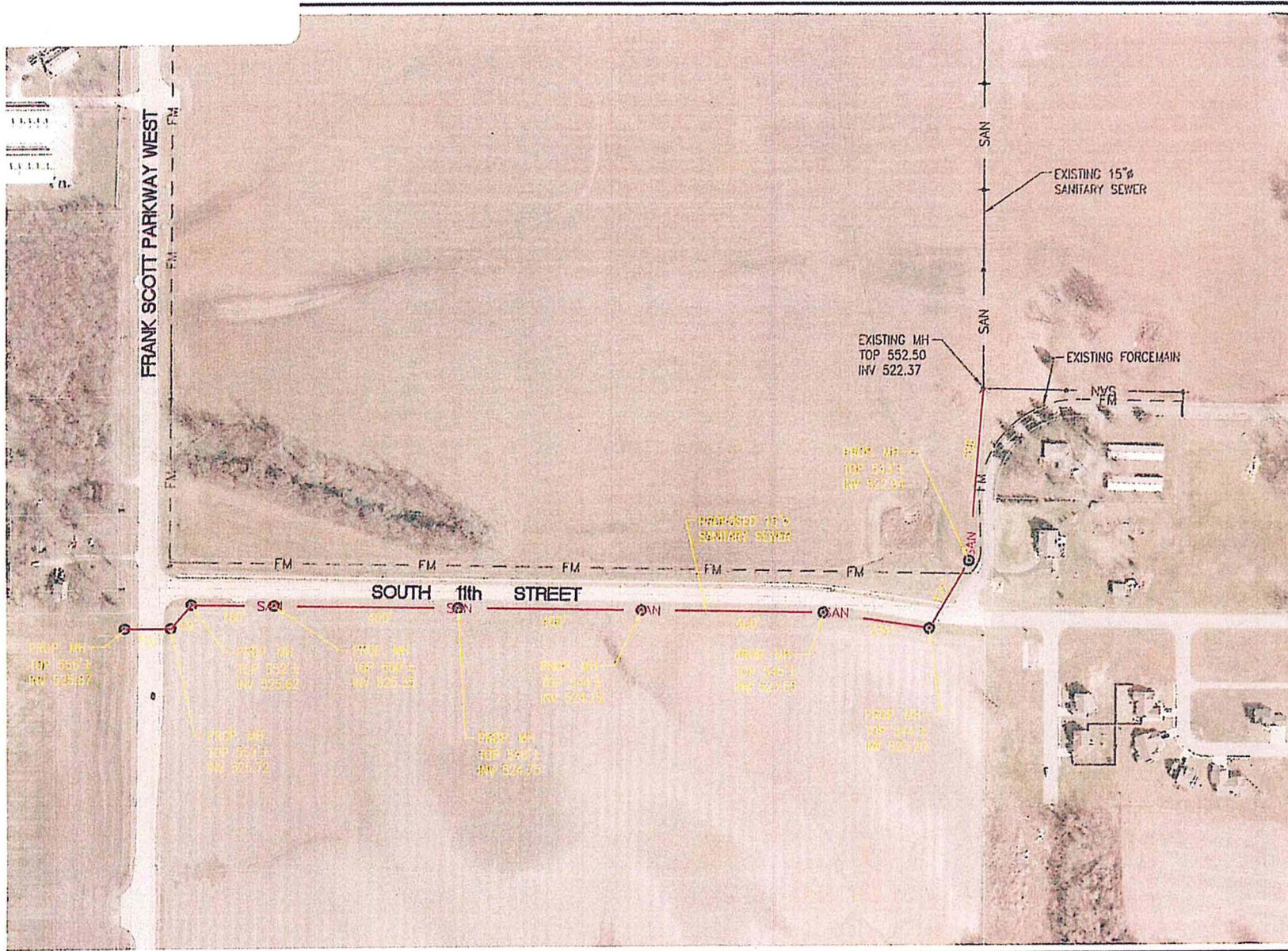
Krueger Property
Parcel 08-30.0-100-008

Legend

-  Subject Property
-  C-1 Light Commercial
-  A-1 Single Family Residential
-  Belleville Corporate Limits

EXHIBIT C

P:\150626\4 CAD\ - Draw\4.3 Envr\150626-Exhibit-San -02.dwg
 Plotted by rburk 10/21/2015 2:30pm



THOUVENOT,
 WADE &
 MOERCHEN, INC.
 ENGINEERS & SURVEYORS & PLANNERS



- CORPORATE OFFICE
 4540 OLD COLUMBIA RD.
 SPRINGDALE, MISSOURI 62226
 TEL (618) 624-8400
 FAX (618) 624-8200
- WATERLOO OFFICE
 113 SOUTH MAIN STREET
 WATERLOO, MISSOURI 62298
 TEL (618) 939-5050
 FAX (618) 939-2038
- EDWARDSVILLE OFFICE
 600 COUNTRY CLUB VISTA, SUITE 1
 EDWARDSVILLE, MISSOURI 62025
 TEL (618) 656-6010
 FAX (618) 656-4513
- ST. LOUIS OFFICE
 729 OLIVE ST., SUITE 200A
 ST. LOUIS, MISSOURI 63101
 TEL (314) 241-8800
 FAX (314) 241-2291
- ST. CHARLES OFFICE
 402 N. 5TH STREET, SUITE 101
 ST. CHARLES, MISSOURI 63301
 TEL (620) 724-8300
 FAX (620) 724-8201

EXHIBIT

BELLEVILLE - 11th ST.
 INTERCEPTOR SEWER

SP-241228N

1



SCALE: 1"=200'

ANNEXATION AGREEMENT

This Annexation Agreement (“Agreement”) is made and entered into effective as of November ___, 2015 (“Effective Date”) by and between the City of Belleville, Illinois, an Illinois municipal corporation (hereinafter referred to as the “City”), and Parkway West Development, LLC (hereinafter referred to as “Petitioner”), the City and the Petitioner being hereinafter referred to separately as a “Party” and collectively as the “Parties.”

RECITALS:

WHEREAS, Petitioner is the owner of the real estate which is the subject matter of this Agreement, specifically 51+/- acres legally described on Exhibit A attached hereto and incorporated herein by this reference (herein referred to as the “Property”); and

WHEREAS, Petitioner and City desire to have the Property annexed to the City as provided in 65 ILCS 5/7-1-1, *et seq.*, subject to the terms and conditions of this Agreement and to obtain assurances from the City as to certain provisions for the Property when the same has been annexed and to other matters addressed in this Agreement; and

WHEREAS, the Property is adjacent and contiguous to the corporate boundaries of the City and is not within the boundaries of any other city or village; and

WHEREAS, Petitioner has filed with the City Clerk a proper Annexation Petition (“Annexation Petition”) pursuant to 65 ILCS 5/7-1-8 signed by the owners of record of the Property and the requisite percentage of electors residing thereon which Petition by its terms is contingent upon execution and compliance with the terms of this Agreement; and

WHEREAS, pursuant to the applicable provisions of the Illinois Municipal Code, a proposed Annexation Agreement similar in substance and in form to this Agreement was submitted to the Mayor and City Council of the City (“Corporate Authorities”) and a public hearing was held thereon pursuant to notice, as provided by statute; and

WHEREAS, all other and further notices, publications, procedures, public hearings, and other matters attendant to the consideration and approval of this Agreement and the annexation have been given, made, held, and performed by the City as required by 65 ILCS 5/7-1-8 and 5/11-15.1-1, *et seq.*, and all other applicable statutes, and all applicable ordinances, regulations, and procedures of the City. This Agreement is made and entered into by the Parties pursuant to the provisions of 65 ILCS 5/11-15.1-1, *et seq.*; and

WHEREAS, the Corporate Authorities have duly considered all necessary petitions to enter into this Agreement and have further duly considered the terms and provisions of this Agreement and, by a resolution duly adopted by the Corporate Authorities then holding office, have authorized the Mayor to execute, and the City Clerk to attest, this Agreement on behalf of the City; and

WHEREAS, appropriate notices to the applicable fire protection district, township and other public bodies entitled to statutory notices have been given; and

WHEREAS, it is in the best interest of the City and Petitioner to enter into this Agreement.

NOW, THEREFORE, in consideration of the foregoing Recitals and the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which the Parties do hereby acknowledge, the Parties do hereby agree as follows:

1. Recitals. The Parties acknowledge that the statements and representations contained in the foregoing Recitals are true and accurate and do hereby incorporate the Recitals into this Agreement as if fully set forth herein.

2. Annexation. As soon as reasonably practicable (but in no event later than thirty (30) days) after the Effective Date, the Corporate Authorities shall do all things necessary or appropriate to cause the Property to be validly annexed to the City in accordance with and upon the terms and conditions set forth in this Agreement and shall aid and assist Petitioner and their successors and assigns, in carrying out the terms, conditions and provisions of this Agreement. All ordinances, plats, affidavits, and other documents necessary to accomplish annexation shall be recorded by the City.

3. Zoning and Subdivision. The Corporate Authorities shall enact such ordinances, adopt such resolutions, and take all such other actions as are necessary or appropriate to:

(a) zone and classify 6.5+/- acres of the Property along the frontage of Frank Scott Parkway as "C-1" Light Commercial District under the existing Zoning Ordinances of the City, provided that such parcel is subdivided in accordance with Chapters 41 (Subdivision Code) and 60 (Zoning Code) of the City's Revised Code of Ordinances, as more fully depicted in Exhibit B attached hereto and incorporated herein by this reference;

(b) zone and classify the remaining 44.5+/- acres of the Property as "A-1" Single Family Residential District under the existing Zoning Ordinances of the City, provided that such parcel is subdivided in accordance with Chapters 41 (Subdivision Code) and 60 (Zoning Code) of the City's Revised Code of Ordinances, as more fully depicted in Exhibit B attached hereto and incorporated herein by this reference

4. Sewer Service. The City shall, at its sole cost and expense, construct and extend operating sanitary sewer facilities to serve the Property, as depicted on Exhibit C attached hereto and incorporated herein by this reference; provided, however, that Petitioner shall pay the City all tap-in fees and usage fees associated with Petitioner's connection to such sewer facilities. Furthermore, Petitioner shall grant the City such permanent easement(s) as the City deems necessary for installation and maintenance of its sewer lines.

5. Development. Petitioner shall develop the Property substantially as set forth Exhibit D attached hereto and incorporated herein by this reference. The residential homes in the Development must have a minimum sale price of Five Hundred Thousand Dollars (\$500,000.00).

6. Remedies.

(a) Upon a breach of this Agreement, any of the Parties, in any court of competent jurisdiction, by an action or proceeding at law or in equity, may secure the specific performance of the covenants and agreements herein contained, may be awarded damages for failure of performance, or both, or may obtain rescission and disconnection for material failure of performance. No action taken by any Party hereto pursuant to the provisions of this Section 11 or pursuant to the provisions of any other Article of this Agreement shall be deemed to constitute an election of remedies, and all remedies set forth in this Agreement shall be cumulative and nonexclusive of any other remedy either set forth herein or available to any Party at law or in equity.

(b) In the event of a material breach of this Agreement, the Parties agree that the Party alleged to be in breach shall have thirty (30) days after written notice of said breach to correct the same prior to the non-breaching Party's seeking of any remedy provided for herein (provided, however, that said 30-day period shall be extended if the defaulting Party has initiated the cure of said default and is diligently proceeding to cure the same).

(c) If any of the Parties shall fail to perform any of its obligations hereunder, and the Party affected by such default shall have given written notice of such default to the defaulting Party, and such defaulting Party shall have failed to cure such default within thirty (30) days of such default notice (provided, however, that said 30-day period shall be extended if the defaulting Party has initiated the cure of said default and is diligently proceeding to cure the same), then, in addition to any and all other remedies that may be available, either at law or in equity, the Party affected by such default shall have the right (but not the obligation) to take such action as in its reasonable discretion and judgment shall be necessary to cure such default. In such event, the defaulting Party hereby agrees to pay and reimburse the Party affected by such default for all reasonable costs and expenses (including attorneys', engineers', surveyors', architects', accountants', and other consultants' fees and litigation expenses) incurred by it in connection with any action taken to cure such default.

(d) The failure of the Parties to insist on the strict and prompt performance of the terms, covenants, agreements, and conditions herein contained, or any of them, on any other Party imposed, shall not constitute or be construed as a waiver or relinquishment of any Party's right thereafter to enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.

(e) If the performance of any covenant to be performed hereunder by any Party is delayed as a result of circumstances that are beyond the reasonable control of such Party (which circumstances may include acts of God, war, acts of civil disobedience, strikes, or similar acts), the time for such performance shall be extended by the amount of time of such delay.

5. Miscellaneous.

(a) Amendment. This Agreement, and the exhibits attached hereto, may be amended only by the mutual consent of the Parties and by the execution of said amendment by the Parties or their respective successors in interest or assignees.

(b) Severability. If any provision, covenant, agreement, or portion of this Agreement or its application to any person, entity, or Property is held invalid, such invalidity shall not affect the application or validity of any other provisions, covenants, or portions of this Agreement, and, to that end, all provisions, covenants, agreements, and portions of this Agreement are declared to be severable.

(c) Survival. The provisions contained herein shall survive the annexation of the Property and shall not be merged or expunged by the annexation of the Property to the City.

(d) Successors and Assigns. This Agreement shall inure to the benefit of, and shall be binding on, successors, assigns, tenants, subtenants and transferees of Petitioner and their respective successors, grantees, tenants, and assigns, and on successor corporate authorities of the City and successor municipalities, and shall constitute covenants running with the land. For all purposes under this Agreement, the term "Petitioner" shall mean and include, without limitation, Petitioner and all licensees, tenants, subtenants, successors, assignees and others deriving any rights to use or possess any portion of the Property by or through Petitioners. This Agreement may not be assigned without City approval, and such approval shall not be unreasonably withheld, conditioned or delayed.

(e) Notices. Any notice, request, approval, demand, instruction or other communication to be given to any Party hereunder, shall be in writing, and shall be conclusively deemed to be delivered and received when personally delivered or when (a) transmitted by electronic mail; (b) one (1) day after the date of deposit for overnight delivery with an overnight courier such as Federal Express, United Postal Service or other overnight courier service, or (c) three (3) days after the date of deposit in the U. S. mail, sent by certified mail, return receipt requested, and such notices are addressed to the following addresses:

If to City:	City of Belleville 101 South Illinois Street Belleville, Illinois 62220 Attn.: Mayor Mark W. Eckert E-mail: meckert@belleville.net
With a copy to:	City Attorney 5111 West Main St. Belleville, IL 62226 Attn.: Garrett P. Hoerner E-mail: gphoerner@belleville.net
If to Petitioner:	Parkway West Development, LLC 222 West Pointe Drive Belleville, IL 62223 Attn.: Todd R. Keller

The parties may change their respective addresses and/or telefax/teletype numbers for the receipt of notice hereunder by giving notice thereof to the other party in accordance herewith.

(f) Time of Essence. Time is of the essence of this Agreement and of each and every provision hereof. If any date, time period or deadline hereunder falls on a weekend or a state or federal holiday, then such date shall be extended to the next occurring business day.

(g) E-mailed or Faxed Signatures. The Parties agree that electronically mailed or faxed signatures may be used to expedite the transaction contemplated by this Agreement. Each Party intends to be bound by its electronically mailed or faxed signature and each is aware that the other will rely on the electronically mailed or faxed signature and each acknowledges such reliance and waives any defenses to the enforcement of the documents and notices effecting the transaction contemplated by this Agreement based on an electronically mailed or faxed signature.

(h) Further Assurances. Each Party agrees to perform any other acts or execute and deliver any other documents, instruments or agreements which may be reasonably necessary to effectuate the purpose of and to carry out the provisions of this Agreement.

(i) Governing Law and Jurisdiction. This Agreement shall be governed by and construed in accordance with the substantive laws of the State in which the Property is located. In the event of any dispute arising under this Agreement, the Parties hereby submit to the jurisdiction of, and waive any objection to, the applicable state or federal court having jurisdiction in the circuit or district in which the Property is located.

(j) Authority and Counterparts. Each Party warrants and represents that the person executing this Agreement on its behalf is authorized to do so. This Agreement may be executed in two or more fully or partially executed counterparts, each of which will be deemed an original binding the signer thereof against the other signing parties, but all counterparts together will constitute one and the same instrument.

(k) Term. This Agreement shall be valid and binding for a period of twenty (20) years from the Effective Date.

(l) Entire Agreement. This Agreement sets forth all agreements, understandings, and covenants between and among the Parties with respect to the subject matter hereof and all exhibits attached hereto are incorporated herein by reference and made a part of this Agreement as if fully set forth herein.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREON, the Parties hereto have caused this Agreement to be executed as of the Effective Date.

CITY OF BELLEVILLE, ILLINOIS

PARKWAY WEST DEVELOPMENT, LLC

By: _____
Mark W. Eckert, Mayor

By: _____
Todd R. Keller
Member/Manager

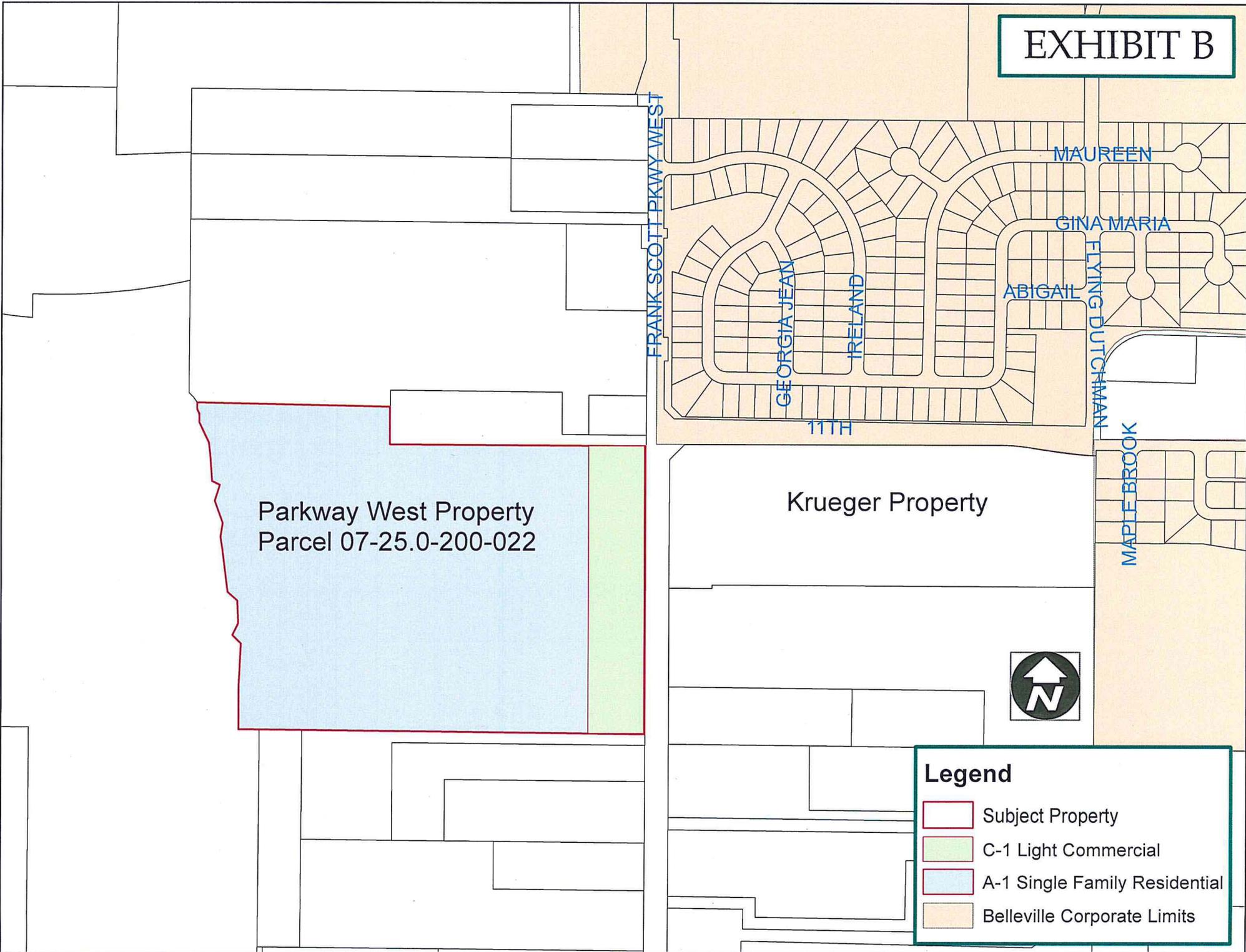
ATTEST: _____
Dallas B. Cook, City Clerk

**EXHIBIT A
LEGAL DESCRIPTION**

PARCEL 07-25.0-200-022
STOOKEY TWP SEC 25 PT LT 2 IN A01956090
EXC PT FOR RD AS IN A02000746

DRAFT

EXHIBIT B



Parkway West Property
Parcel 07-25.0-200-022

Krueger Property

Legend

-  Subject Property
-  C-1 Light Commercial
-  A-1 Single Family Residential
-  Belleville Corporate Limits



EXHIBIT C

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 Plotted By: rburk 10/21/2015 2:30pm



THOMENOT, WADE & MOERCHEN, INC.
 ENGINEERS • SURVEYORS • PLANNERS



- ☑ **CORPORATE OFFICE**
 4940 OLD COLLINGSVILLE RD.
 SHAWNEE, ILLINOIS 62229
 TEL (618) 624-4488
 FAX (618) 624-6688
- ☐ **WATERLOO OFFICE**
 113 SOUTH MAIN STREET
 WATERLOO, ILLINOIS 62298
 TEL (618) 939-5000
 FAX (618) 939-3938
- ☐ **EDWARDSVILLE OFFICE**
 600 COUNTRY CLUB VIEW, SUITE 1
 EDWARDSVILLE, ILLINOIS 62025
 TEL (618) 656-4040
 FAX (618) 656-4343
- ☐ **ST. LOUIS OFFICE**
 720 OLIVE ST., SUITE 200A
 ST. LOUIS, MISSOURI 63101
 TEL (314) 241-6300
 FAX (314) 241-2391
- ☐ **ST. CHARLES OFFICE**
 400 N. 5TH STREET, SUITE 101
 ST. CHARLES, MISSOURI 63301
 TEL (636) 724-8300
 FAX (636) 724-8304

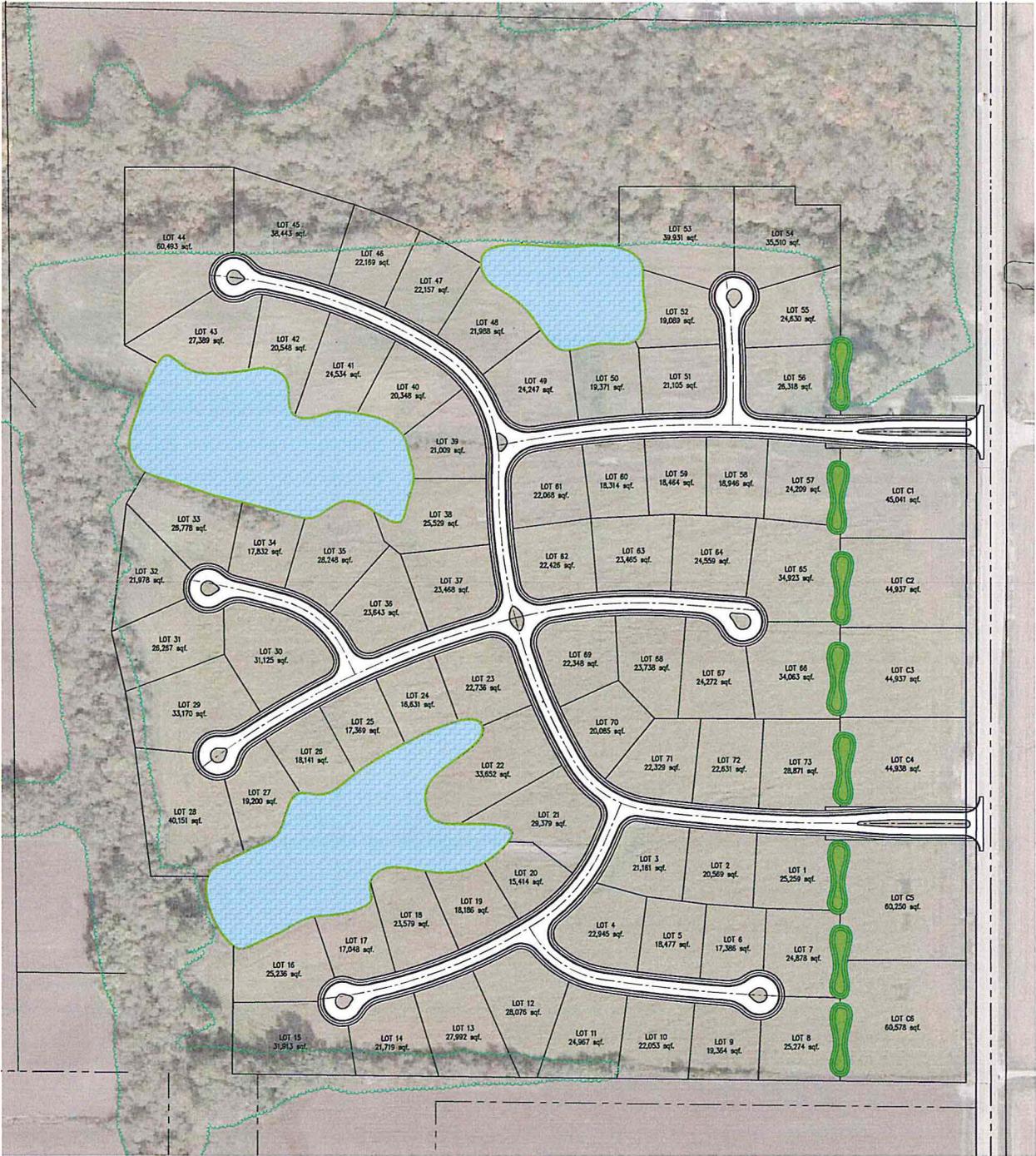
EXHIBIT

**BELLEVILLE - 11th ST.
 INTERCEPTOR SEWER**

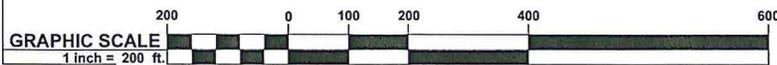
DRIB NUMBER
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SCALE: 1"=200'



 SOUTH FRANK SCOTT PARKWAY ESTATES CONCEPT
SCALE: 1"=200'



**NETEMEYER ENGINEERING
ASSOCIATES, INC.**

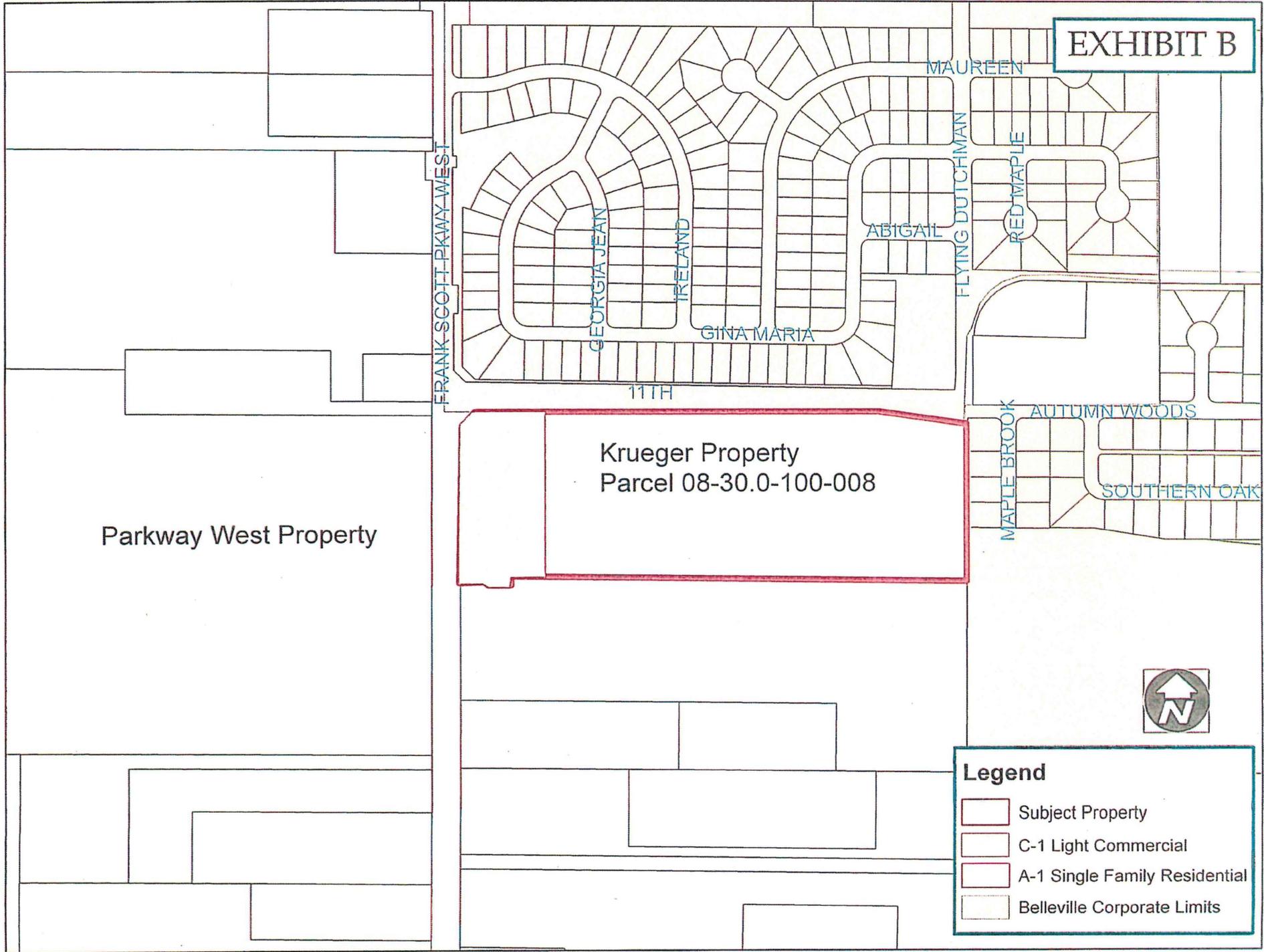
3300 Highline Road ph: 618-228-7816
Aviston, IL 62216-1018 fax: 618-228-7900

IL PROF. DESIGN FIRM (LS/PE/SE) 184-001027

ISSUED: 07/22/15

PROJ.: 20150149

EXHIBIT B



Parkway West Property

Krueger Property
Parcel 08-30.0-100-008

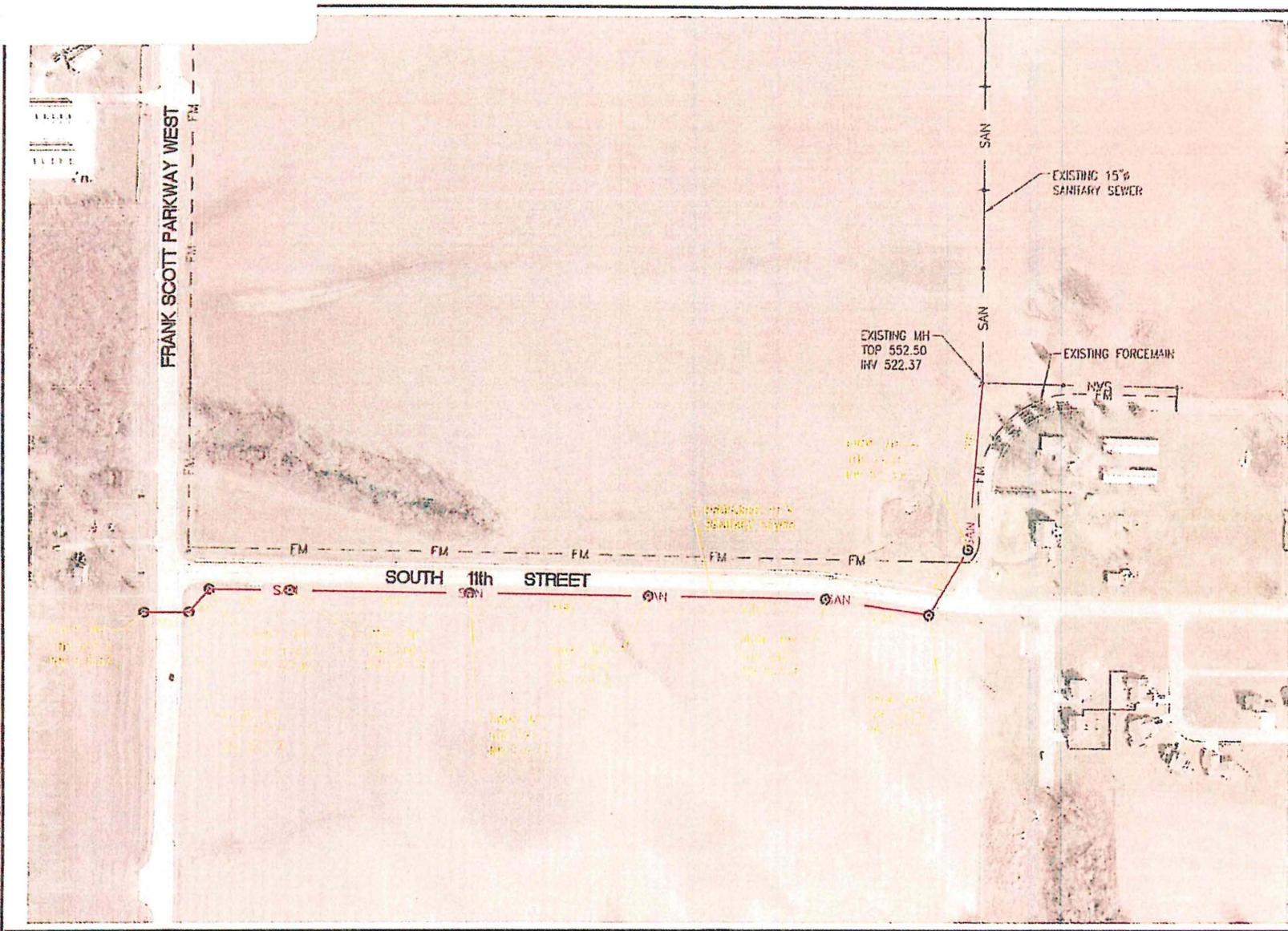
Legend

-  Subject Property
-  C-1 Light Commercial
-  A-1 Single Family Residential
-  Belleville Corporate Limits



EXHIBIT C

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 Plotted By: r.burk 10/21/2015 2:30pm



THOUVENOT, WADE & MOERCHEN, INC.
 ENGINEERS • SURVEYORS • PLANNERS

T W M

COOPERVILLE OFFICE
 4540 OLD COOPERVILLE RD.
 COOPERVILLE, MISSOURI 62238
 TEL (618) 624-4425
 FAX (618) 624-4458

WATERLOO OFFICE
 113 SOUTH MAIN STREET
 WATERLOO, MISSOURI 62278
 TEL (618) 833-5050
 FAX (618) 833-3758

EDWARDSVILLE OFFICE
 400 QUINCY CLAY VILL, SUITE 1
 EDWARDSVILLE, MISSOURI 62025
 TEL (618) 353-4010
 FAX (618) 353-4543

ST. LOUIS OFFICE
 720 OLIVE ST., SUITE 200A
 ST. LOUIS, MISSOURI 63101
 TEL (314) 241-1800
 FAX (314) 241-2391

ST. CHARLES OFFICE
 407 N. 3RD STREET, SUITE 101
 ST. CHARLES, MISSOURI 63301
 TEL (620) 724-8300
 FAX (620) 724-8388

EXHIBIT

BELLEVILLE - 11th ST.
 INTERCEPTOR SEWER

01/21/2015

1

SCALE: 1"=200'

ORDINANCE NO. 7905-2015

**AN ORDINANCE ANNEXING CERTAIN TERRITORY OWNED
BY JOYCE B. KRUEGER TO THE CITY OF BELLEVILLE, ILLINOIS**

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.

WHEREAS, Joyce B. Krueger is the legal owner of record of certain territory and has entered into a valid and binding Annexation Agreement with the City relating to such territory as described in Exhibit A attached hereto; and

WHEREAS, a written petition, signed by the legal owners of record of the of the land within the territory described in Exhibit A attached hereto, together with 51% of the electors residing thereon, has been filed with the City Clerk of the City of Belleville, Illinois, requesting that said territory be annexed to the City of Belleville; and

WHEREAS, legal notices regarding the intention of the City to annex such territory have been sent to all public bodies required to receive such notice by State statute; and

WHEREAS, copies of such notices required to be recorded, if any, have been recorded in the Office of the Recorder of St. Clair County; and

WHEREAS, all petitions, documents, and other necessary legal requirements are in full compliance with the terms of the Annexation Agreement and with the statutes of the State of Illinois; and

WHEREAS, it is in the best interests of the City that such territory be annexed thereto.

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

Section 1. That the territory described in Exhibit A attached hereto and made a part hereof being indicated on an accurate map of the annexed territory which is appended to and made part of this Ordinance as Exhibit B is hereby annexed to the City of Belleville, St. Clair County, Illinois.

Section 2. That the City Clerk is hereby directed to record with the St. Clair County Recorder and to file with the St. Clair County Clerk a certified copy of this Ordinance, together with an accurate map of the territory annexed.

Section 3. This Ordinance shall be in full force and effect from and after its passage, approval and publication, in pamphlet form, all as provided by law.

PASSED by the City Council of the City of Belleville, Illinois, on this 30th day of November, 2015 on the following roll call vote:

	<u>AYE</u>	<u>NAY</u>
Joseph Hazel	_____	_____
Ken Kinsella	_____	_____
Janet Schmidt	_____	_____
Michael Buettner	_____	_____
Kent Randle	_____	_____
Scott Tyler	_____	_____
Johnnie Anthony	_____	_____
Raffi Ovian	_____	_____
Edward Dintelman	_____	_____
Phillip Silsby	_____	_____
Paul Seibert	_____	_____
Bob White	_____	_____
Philip Elmore	_____	_____
Trent Galetti	_____	_____
Roger Wigginton	_____	_____
James Musgrove	_____	_____

APPROVED by the Mayor of the City of Belleville, Illinois this 1st day of December, 2015.

MAYOR

ATTEST:

CITY CLERK

EXHIBIT B

FRANK SCOTT PKWY WEST

GEORGIA JEAN

IRELAND

11TH

ABIGAIL

MAUREEN

GINA MARIA

FLYING DUTCHMAN

MAPLE BROOK

Parkway West Property
Parcel 07-25.0-200-022

Krueger Property



Legend

-  Subject Property
-  C-1 Light Commercial
-  A-1 Single Family Residential
-  Belleville Corporate Limits

EXHIBIT C

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 Plotted by: rburk 10/21/2015 2:35pm



THOMENOT,
 WADE &
 MOERCHEN, INC.
 ENGINEERS • SURVEYORS • PLANNERS



- CORPORATE OFFICE**
 4840 OLD COLUMBIA RD.
 SHAWNEE, MISSOURI 62224
 TEL (816) 624-4488
 FAX (816) 624-6888
- WATERLOO OFFICE**
 313 SOUTH MAIN STREET
 WATERLOO, MISSOURI 62299
 TEL (816) 939-0050
 FAX (816) 939-3939
- EDWARDSVILLE OFFICE**
 600 COUNTRY CLUB VIEW, SUITE 1
 EDWARDSVILLE, MISSOURI 62025
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 TEL (636) 724-8300
 FAX (636) 724-8304

EXHIBIT

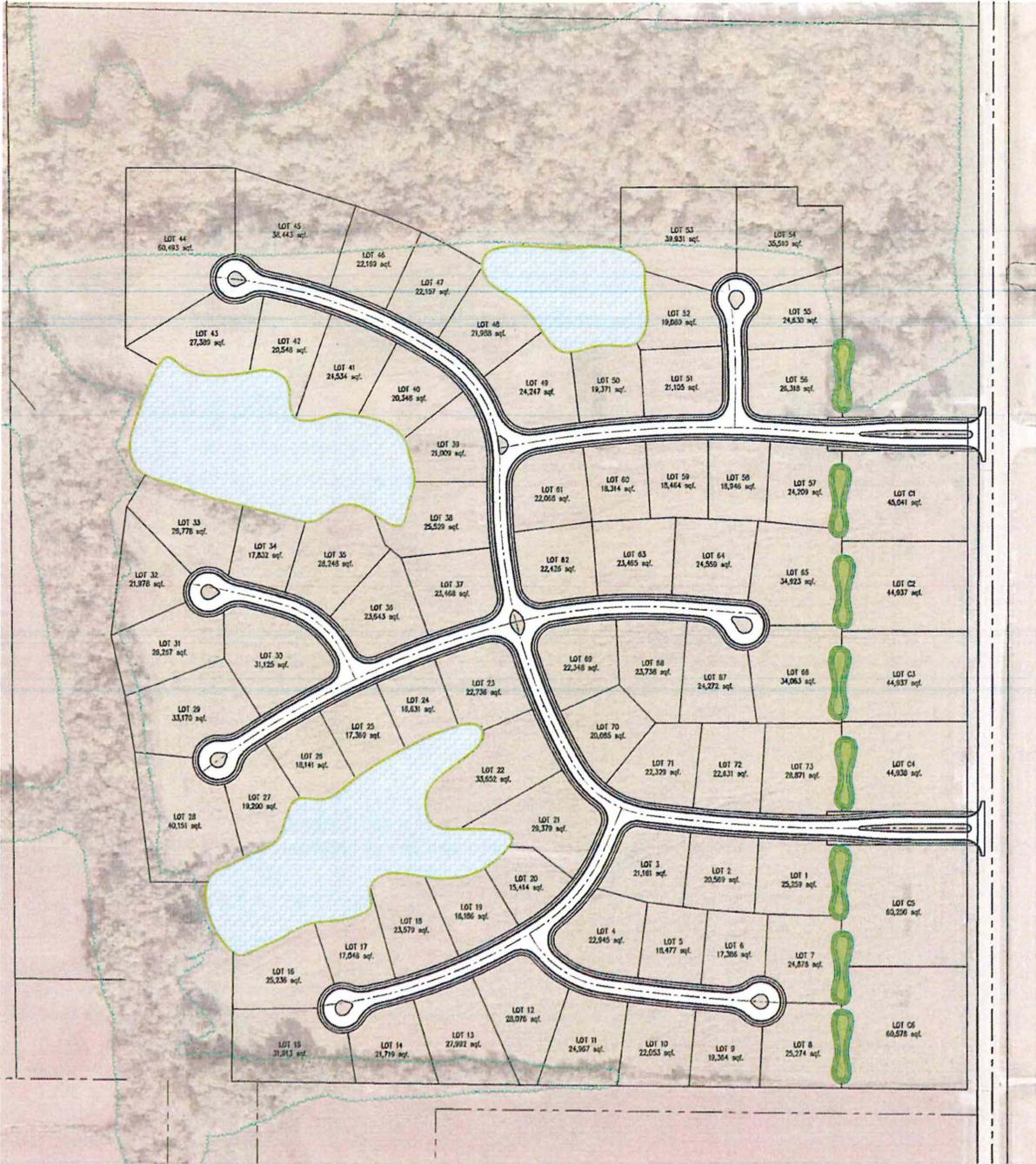
BELLEVILLE - 11th ST.
 INTERCEPTOR SEWER

DR-EST/AL/VEER

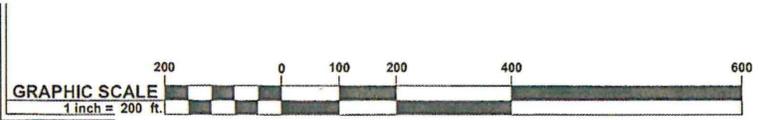
1



SCALE: 1"=200'



 SOUTH FRANK SCOTT PARKWAY ESTATES CONCEPT
SCALE: 1"=200'



NETEMEYER ENGINEERING ASSOCIATES, INC.	
3300 Highline Road	ph: 618-228-7816
Aviston, IL 62216-1018	fax: 618-228-7900
IL. PROF. DESIGN FIRM (LS/PE/SE) 184-001027	
ISSUED: 07/22/15	PROJ.: 20150149

ORDINANCE NO.7906-2015

AN ORDINANCE ANNEXING CERTAIN TERRITORY OWNED BY PARKWAY WEST DEVELOPMENT, LLC TO THE CITY OF BELLEVILLE, ILLINOIS

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.

WHEREAS, Parkway West Development, LLC is the legal owner of record of certain territory and has entered into a valid and binding Annexation Agreement with the City relating to such territory as described in Exhibit A attached hereto; and

WHEREAS, a written petition, signed by the legal owners of record of the of the land within the territory described in Exhibit A attached hereto, together with 51% of the electors residing thereon, has been filed with the City Clerk of the City of Belleville, Illinois, requesting that said territory be annexed to the City of Belleville; and

WHEREAS, legal notices regarding the intention of the City to annex such territory have been sent to all public bodies required to receive such notice by State statute; and

WHEREAS, copies of such notices required to be recorded, if any, have been recorded in the Office of the Recorder of St. Clair County; and

WHEREAS, all petitions, documents, and other necessary legal requirements are in full compliance with the terms of the Annexation Agreement and with the statutes of the State of Illinois; and

WHEREAS, it is in the best interests of the City that such territory be annexed thereto.

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

Section 1. That the territory described in Exhibit A attached hereto and made a part hereof being indicated on an accurate map of the annexed territory which is appended to and made part of this Ordinance as Exhibit B is hereby annexed to the City of Belleville, St. Clair County, Illinois.

Section 2. That the City Clerk is hereby directed to record with the St. Clair County Recorder and to file with the St. Clair County Clerk a certified copy of this Ordinance, together with an accurate map of the territory annexed.

Section 3. This Ordinance shall be in full force and effect from and after its passage, approval and publication, in pamphlet form, all as provided by law.

PASSED by the City Council of the City of Belleville, Illinois, on this 30th day of November, 2015 on the following roll call vote:

	<u>AYE</u>	<u>NAY</u>
Joseph Hazel	_____	_____
Ken Kinsella	_____	_____
Janet Schmidt	_____	_____
Michael Buettner	_____	_____
Kent Randle	_____	_____
Scott Tyler	_____	_____
Johnnie Anthony	_____	_____
Raffi Ovian	_____	_____
Edward Dintelman	_____	_____
Phillip Silsby	_____	_____
Paul Seibert	_____	_____
Bob White	_____	_____
Philip Elmore	_____	_____
Trent Galetti	_____	_____
Roger Wigginton	_____	_____
James Musgrove	_____	_____

APPROVED by the Mayor of the City of Belleville, Illinois this 1st day of December, 2015.

MAYOR

ATTEST:

CITY CLERK

ORDINANCE NO. 7907-2015

**AN ORDINANCE AUTHORIZING THE EXECUTION OF AN
ANNEXATION AGREEMENT WITH JOYCE B. KRUEGER**

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.

WHEREAS, a Petition for Annexation was filed with the City Clerk's Office on behalf of Joyce B. Krueger, as legal owner of territory proposed to be annexed to the City of Belleville; and

WHEREAS, said owner of the territory proposed to be annexed are interested in entering into an Annexation Agreement with the City, in the form attached hereto as Exhibit A, that prescribes certain conditions and stipulations of the annexation; and legal notices regarding the intention of the City to annex such territory have been sent to all public bodies required to receive such notice by State statute; and

WHEREAS, copies of such notices required to be recorded, if any, have been recorded in the Office of the Recorder of St. Clair County; and

WHEREAS, all the statutory procedures under the Illinois Municipal Code for the execution of an annexation agreement have been fully complied with; and

WHEREAS, it is in the best interests of the City to enter into an Annexation Agreement in the form attached hereto as Exhibit A.

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

Section 1. The Mayor is authorized and directed to execute, and the City Clerk is authorized and directed to attest an Annexation Agreement in the form attached hereto and made part hereof as Exhibit A.

Section 2. That the City Clerk is hereby authorized and directed to record with the St. Clair County Recorder and to file with the St. Clair County Clerk a certified copy of this Ordinance, as may be required.

Section 3. This Ordinance shall be in full force and effect from and after its passage, approval and publication, in pamphlet form, all as provided by law.

PASSED by the City Council of the City of Belleville, Illinois, on this 30th day of November, 2015 on the following roll call vote:

	<u>AYE</u>	<u>NAY</u>
Joseph Hazel	_____	_____
Ken Kinsella	_____	_____
Janet Schmidt	_____	_____
Michael Buettner	_____	_____
Kent Randle	_____	_____
Scott Tyler	_____	_____
Johnnie Anthony	_____	_____
Raffi Ovian	_____	_____
Edward Dintelman	_____	_____
Phillip Silsby	_____	_____
Paul Seibert	_____	_____
Bob White	_____	_____
Philip Elmore	_____	_____
Trent Galetti	_____	_____
Roger Wigginton	_____	_____
James Musgrove	_____	_____

APPROVED by the Mayor of the City of Belleville, Illinois this 1st day of December, 2015.

MAYOR

ATTEST:

CITY CLERK

EXHIBIT A

ANNEXATION AGREEMENT

This Annexation Agreement (“Agreement”) is made and entered into effective as of November ___, 2015 (“Effective Date”) by and between the City of Belleville, Illinois, an Illinois municipal corporation (hereinafter referred to as the “City”), and Joyce B. Krueger (hereinafter referred to as “Petitioner”), the City and the Petitioner being hereinafter referred to separately as a “Party” and collectively as the “Parties.”

RECITALS:

WHEREAS, Petitioner is the owner of the real estate which is the subject matter of this Agreement, specifically 24+/- acres legally described on Exhibit A attached hereto and incorporated herein by this reference (herein referred to as the “Property”); and

WHEREAS, Petitioner and City desire to have the Property annexed to the City as provided in 65 ILCS 5/7-1-1, *et seq.*, subject to the terms and conditions of this Agreement and to obtain assurances from the City as to certain provisions for the Property when the same has been annexed and to other matters addressed in this Agreement; and

WHEREAS, the Property is adjacent and contiguous to the corporate boundaries of the City and is not within the boundaries of any other city or village; and

WHEREAS, Petitioner has filed with the City Clerk a proper Annexation Petition (“Annexation Petition”) pursuant to 65 ILCS 5/7-1-8 signed by the owners of record of the Property and the requisite percentage of electors residing thereon which Petition by its terms is contingent upon execution and compliance with the terms of this Agreement; and

WHEREAS, pursuant to the applicable provisions of the Illinois Municipal Code, a proposed Annexation Agreement similar in substance and in form to this Agreement was submitted to the Mayor and City Council of the City (“Corporate Authorities”) and a public hearing was held thereon pursuant to notice, as provided by statute; and

WHEREAS, all other and further notices, publications, procedures, public hearings, and other matters attendant to the consideration and approval of this Agreement and the annexation have been given, made, held, and performed by the City as required by 65 ILCS 5/7-1-8 and 5/11-15.1-1, *et seq.*, and all other applicable statutes, and all applicable ordinances, regulations, and procedures of the City. This Agreement is made and entered into by the Parties pursuant to the provisions of 65 ILCS 5/11-15.1-1, *et seq.*; and

WHEREAS, the Corporate Authorities have duly considered all necessary petitions to enter into this Agreement and have further duly considered the terms and provisions of this Agreement and, by a resolution duly adopted by the Corporate Authorities then holding office, have authorized the Mayor to execute, and the City Clerk to attest, this Agreement on behalf of the City; and

WHEREAS, appropriate notices to the applicable fire protection district, township and other public bodies entitled to statutory notices have been given; and

WHEREAS, it is in the best interest of the City and Petitioner to enter into this Agreement.

NOW, THEREFORE, in consideration of the foregoing Recitals and the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which the Parties do hereby acknowledge, the Parties do hereby agree as follows:

1. Recitals. The Parties acknowledge that the statements and representations contained in the foregoing Recitals are true and accurate and do hereby incorporate the Recitals into this Agreement as if fully set forth herein.

2. Annexation. As soon as reasonably practicable (but in no event later than thirty (30) days) after the Effective Date, the Corporate Authorities shall do all things necessary or appropriate to cause the Property to be validly annexed to the City in accordance with and upon the terms and conditions set forth in this Agreement and shall aid and assist Petitioner and their successors and assigns, in carrying out the terms, conditions and provisions of this Agreement. All ordinances, plats, affidavits, and other documents necessary to accomplish annexation shall be recorded by the City.

3. Zoning and Subdivision. The Corporate Authorities shall enact such ordinances, adopt such resolutions, and take all such other actions as are necessary or appropriate to:

(a) zone and classify 4+/- acres of the Property along the frontage of Frank Scott Parkway as "C-1" Light Commercial District under the existing Zoning Ordinances of the City, provided that such parcel is subdivided in accordance with Chapters 41 (Subdivision Code) and 60 (Zoning Code) of the City's Revised Code of Ordinances, as more fully depicted in Exhibit B attached hereto and incorporated herein by this reference;

(b) zone and classify the remaining 20+/- acres of the Property as "A-1" Single Family Residential District under the existing Zoning Ordinances of the City, provided that such parcel is subdivided in accordance with Chapters 41 (Subdivision Code) and 60 (Zoning Code) of the City's Revised Code of Ordinances, as more fully depicted in Exhibit B attached hereto and incorporated herein by this reference

4. Sewer Service. The City shall, at its sole cost and expense, construct and extend operating sanitary sewer facilities to serve the Property, as depicted on Exhibit C attached hereto and incorporated herein by this reference; provided, however, that Petitioner shall pay the City all tap-in fees and usage fees associated with Petitioner's connection to such sewer facilities. Furthermore, Petitioner shall grant the City such permanent easement(s) as the City deems necessary for installation and maintenance of its sewer lines.

5. Remedies.

(a) Upon a breach of this Agreement, any of the Parties, in any court of competent jurisdiction, by an action or proceeding at law or in equity, may secure the specific performance of the covenants and agreements herein contained, may be awarded damages for failure of

performance, or both, or may obtain rescission and disconnection for material failure of performance. No action taken by any Party hereto pursuant to the provisions of this Section 11 or pursuant to the provisions of any other Article of this Agreement shall be deemed to constitute an election of remedies, and all remedies set forth in this Agreement shall be cumulative and nonexclusive of any other remedy either set forth herein or available to any Party at law or in equity.

(b) In the event of a material breach of this Agreement, the Parties agree that the Party alleged to be in breach shall have thirty (30) days after written notice of said breach to correct the same prior to the non-breaching Party's seeking of any remedy provided for herein (provided, however, that said 30-day period shall be extended if the defaulting Party has initiated the cure of said default and is diligently proceeding to cure the same).

(c) If any of the Parties shall fail to perform any of its obligations hereunder, and the Party affected by such default shall have given written notice of such default to the defaulting Party, and such defaulting Party shall have failed to cure such default within thirty (30) days of such default notice (provided, however, that said 30-day period shall be extended if the defaulting Party has initiated the cure of said default and is diligently proceeding to cure the same), then, in addition to any and all other remedies that may be available, either at law or in equity, the Party affected by such default shall have the right (but not the obligation) to take such action as in its reasonable discretion and judgment shall be necessary to cure such default. In such event, the defaulting Party hereby agrees to pay and reimburse the Party affected by such default for all reasonable costs and expenses (including attorneys', engineers', surveyors', architects', accountants', and other consultants' fees and litigation expenses) incurred by it in connection with any action taken to cure such default.

(d) The failure of the Parties to insist on the strict and prompt performance of the terms, covenants, agreements, and conditions herein contained, or any of them, on any other Party imposed, shall not constitute or be construed as a waiver or relinquishment of any Party's right thereafter to enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.

(e) If the performance of any covenant to be performed hereunder by any Party is delayed as a result of circumstances that are beyond the reasonable control of such Party (which circumstances may include acts of God, war, acts of civil disobedience, strikes, or similar acts), the time for such performance shall be extended by the amount of time of such delay.

6. Miscellaneous.

(a) Amendment. This Agreement, and the exhibits attached hereto, may be amended only by the mutual consent of the Parties and by the execution of said amendment by the Parties or their respective successors in interest or assignees.

(b) Severability. If any provision, covenant, agreement, or portion of this Agreement or its application to any person, entity, or Property is held invalid, such invalidity shall not affect the application or validity of any other provisions, covenants, or portions of this Agreement, and,

to that end, all provisions, covenants, agreements, and portions of this Agreement are declared to be severable.

(c) Survival. The provisions contained herein shall survive the annexation of the Property and shall not be merged or expunged by the annexation of the Property to the City.

(d) Successors and Assigns. This Agreement shall inure to the benefit of, and shall be binding on, successors, assigns, tenants, subtenants and transferees of Petitioner and their respective successors, grantees, tenants, and assigns, and on successor corporate authorities of the City and successor municipalities, and shall constitute covenants running with the land. For all purposes under this Agreement, the term "Petitioner" shall mean and include, without limitation, Petitioner and all licensees, tenants, subtenants, successors, assignees and others deriving any rights to use or possess any portion of the Property by or through Petitioners. This Agreement may not be assigned without City approval, and such approval shall not be unreasonably withheld, conditioned or delayed.

(e) Notices. Any notice, request, approval, demand, instruction or other communication to be given to any Party hereunder, shall be in writing, and shall be conclusively deemed to be delivered and received when personally delivered or when (a) transmitted by electronic mail; (b) one (1) day after the date of deposit for overnight delivery with an overnight courier such as Federal Express, United Postal Service or other overnight courier service, or (c) three (3) days after the date of deposit in the U. S. mail, sent by certified mail, return receipt requested, and such notices are addressed to the following addresses:

If to City: City of Belleville
101 South Illinois Street
Belleville, Illinois 62220
Attn.: Mayor Mark W. Eckert
E-mail: meckert@belleville.net

With a copy to: City Attorney
5111 West Main St.
Belleville, IL 62226
Attn.: Garrett P. Hoerner
E-mail: gphoerner@belleville.net

If to Petitioner: Joyce B. Krueger
7631 State Route 163
Belleville, IL 62223-7743

The parties may change their respective addresses and/or telefax/teletype numbers for the receipt of notice hereunder by giving notice thereof to the other party in accordance herewith.

(f) Time of Essence. Time is of the essence of this Agreement and of each and every provision hereof. If any date, time period or deadline hereunder falls on a weekend or a state or federal holiday, then such date shall be extended to the next occurring business day.

(g) E-mailed or Faxed Signatures. The Parties agree that electronically mailed or faxed signatures may be used to expedite the transaction contemplated by this Agreement. Each Party intends to be bound by its electronically mailed or faxed signature and each is aware that the other will rely on the electronically mailed or faxed signature and each acknowledges such reliance and waives any defenses to the enforcement of the documents and notices effecting the transaction contemplated by this Agreement based on an electronically mailed or faxed signature.

(h) Further Assurances. Each Party agrees to perform any other acts or execute and deliver any other documents, instruments or agreements which may be reasonably necessary to effectuate the purpose of and to carry out the provisions of this Agreement.

(i) Governing Law and Jurisdiction. This Agreement shall be governed by and construed in accordance with the substantive laws of the State in which the Property is located. In the event of any dispute arising under this Agreement, the Parties hereby submit to the jurisdiction of, and waive any objection to, the applicable state or federal court having jurisdiction in the circuit or district in which the Property is located.

(j) Authority and Counterparts. Each Party warrants and represents that the person executing this Agreement on its behalf is authorized to do so. This Agreement may be executed in two or more fully or partially executed counterparts, each of which will be deemed an original binding the signer thereof against the other signing parties, but all counterparts together will constitute one and the same instrument.

(k) Term. This Agreement shall be valid and binding for a period of twenty (20) years from the Effective Date.

(l) Entire Agreement. This Agreement sets forth all agreements, understandings, and covenants between and among the Parties with respect to the subject matter hereof and all exhibits attached hereto are incorporated herein by reference and made a part of this Agreement as if fully set forth herein.

IN WITNESS WHEREON, the Parties hereto have caused this Agreement to be executed as of the Effective Date.

CITY OF BELLEVILLE, ILLINOIS

PETITIONER

By: _____
Mark W. Eckert, Mayor

By: _____
Joyce B. Krueger

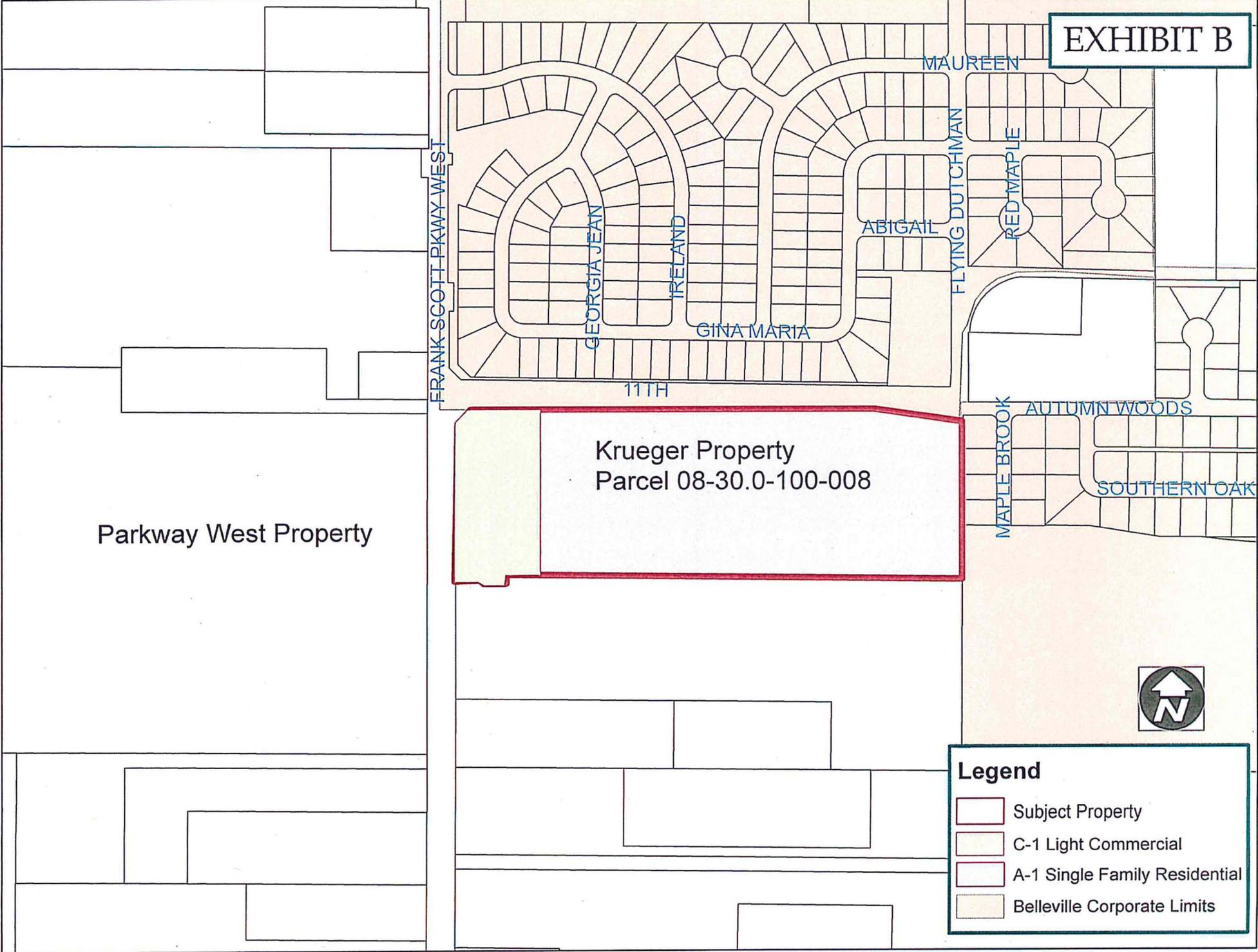
ATTEST: _____
Dallas B. Cook, City Clerk

**EXHIBIT A
LEGAL DESCRIPTION**

PARCEL 08-30.0-100-008
ST. CLAIR TWP SEC 30
LOT/SEC-30-SUBL/TWP-1N-BLK/RG-8W PT LOT
6 IN NW AS IN A02265575

DRAFT

EXHIBIT B



Parkway West Property

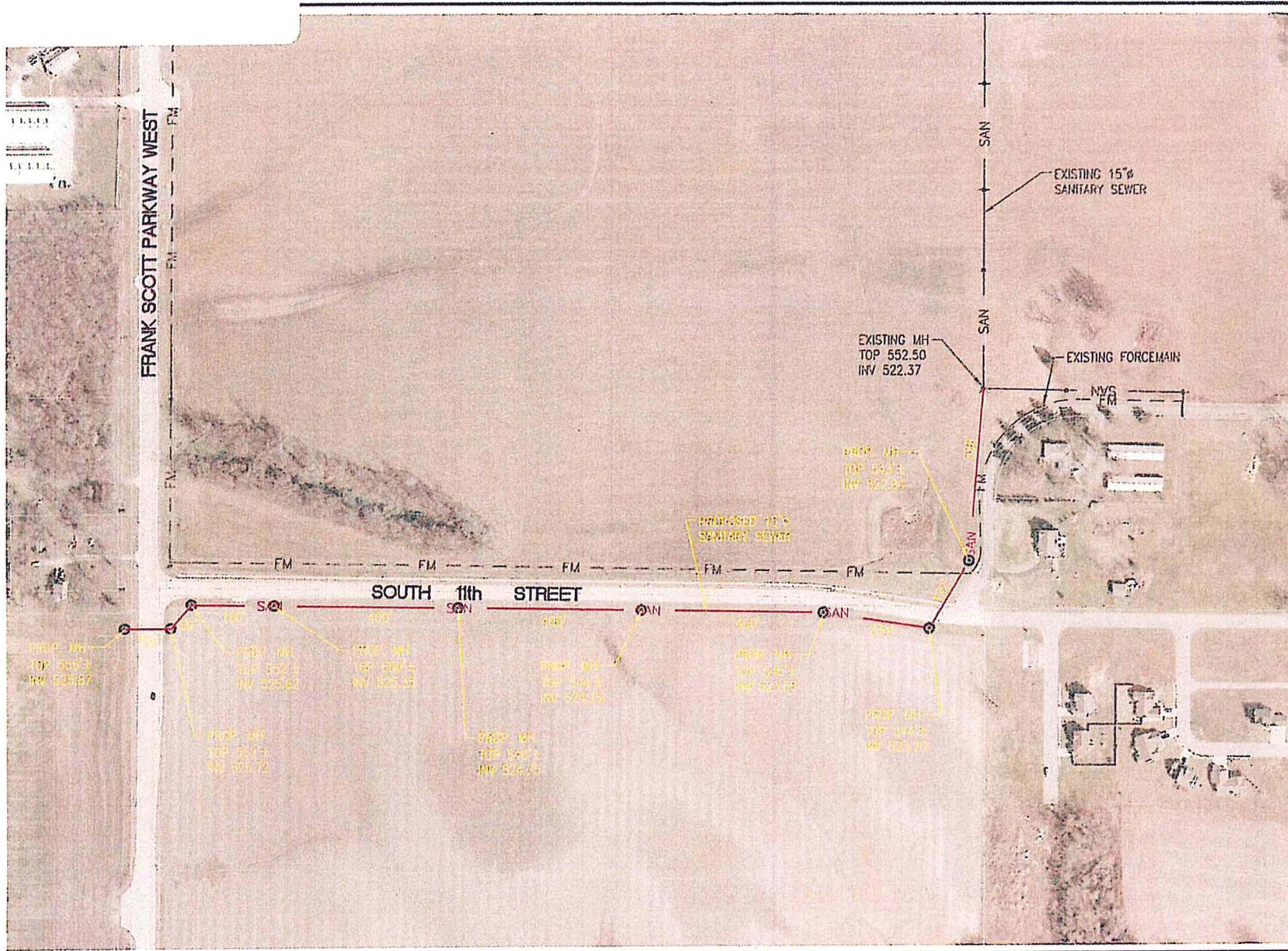
Krueger Property
Parcel 08-30.0-100-008

Legend

-  Subject Property
-  C-1 Light Commercial
-  A-1 Single Family Residential
-  Belleville Corporate Limits

EXHIBIT C

P:\150626\4 CAD\ - Draw\4.3 Envr\150626-Exhibit-San -02.dwg
 Plotted by rburk 10/21/2015 2:30pm



THOUVENOT, WADE & MOERCHEN, INC.
 ENGINEERS & SURVEYORS & PLANNERS

02 CORPORATE OFFICE
 4540 OLD COLUMBIA RD.
 SPRINGDALE, MISSOURI 65726
 TEL (417) 624-8400
 FAX (417) 624-8200

01 WATERLOO OFFICE
 113 SOUTH MAIN STREET
 WATERLOO, MISSOURI 67228
 TEL (417) 939-5050
 FAX (417) 939-2038

03 EDWARDSVILLE OFFICE
 600 COUNTRY CLUB VISTA, SUITE 1
 EDWARDSVILLE, MISSOURI 62025
 TEL (618) 856-6010
 FAX (618) 856-4513

04 ST. LOUIS OFFICE
 729 OLIVE ST., SUITE 200A
 ST. LOUIS, MISSOURI 63101
 TEL (314) 241-8800
 FAX (314) 241-2291

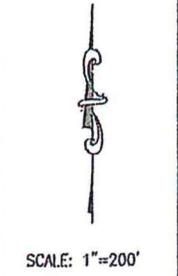
05 ST. CHARLES OFFICE
 402 N. 5TH STREET, SUITE 101
 ST. CHARLES, MISSOURI 63301
 TEL (620) 724-8300
 FAX (620) 724-8301

EXHIBIT

BELLEVILLE - 11th ST.
 INTERCEPTOR SEWER

07/24/2015

1



ORDINANCE NO. 7908-15

**AN ORDINANCE AUTHORIZING THE EXECUTION OF AN
ANNEXATION AGREEMENT WITH PARKWAY WEST DEVELOPMENT, LLC**

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.

WHEREAS, a Petition for Annexation was filed with the City Clerk's Office on behalf of Parkway West Development, LLC, as legal owner of territory proposed to be annexed to the City of Belleville; and

WHEREAS, said owner of the territory proposed to be annexed are interested in entering into an Annexation Agreement with the City, in the form attached hereto as Exhibit A, that prescribes certain conditions and stipulations of the annexation; and legal notices regarding the intention of the City to annex such territory have been sent to all public bodies required to receive such notice by State statute; and

WHEREAS, copies of such notices required to be recorded, if any, have been recorded in the Office of the Recorder of St. Clair County; and

WHEREAS, all the statutory procedures under the Illinois Municipal Code for the execution of an annexation agreement have been fully complied with; and

WHEREAS, it is in the best interests of the City to enter into an Annexation Agreement in the form attached hereto as Exhibit A.

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

Section 1. The Mayor is authorized and directed to execute, and the City Clerk is authorized and directed to attest an Annexation Agreement in the form attached hereto and made part hereof as Exhibit A.

Section 2. That the City Clerk is hereby authorized and directed to record with the St. Clair County Recorder and to file with the St. Clair County Clerk a certified copy of this Ordinance, as may be required.

Section 3. This Ordinance shall be in full force and effect from and after its passage, approval and publication, in pamphlet form, all as provided by law.

PASSED by the City Council of the City of Belleville, Illinois, on this 30th day of November, 2015 on the following roll call vote:

	<u>AYE</u>	<u>NAY</u>
Joseph Hazel	_____	_____
Ken Kinsella	_____	_____
Janet Schmidt	_____	_____
Michael Buettner	_____	_____
Kent Randle	_____	_____
Scott Tyler	_____	_____
Johnnie Anthony	_____	_____
Raffi Ovian	_____	_____
Edward Dintelman	_____	_____
Phillip Silsby	_____	_____
Paul Seibert	_____	_____
Bob White	_____	_____
Philip Elmore	_____	_____
Trent Galetti	_____	_____
Roger Wigginton	_____	_____
James Musgrove	_____	_____

APPROVED by the Mayor of the City of Belleville, Illinois this 1st day of December, 2015.

MAYOR

ATTEST:

CITY CLERK

EXHIBIT A

ANNEXATION AGREEMENT

This Annexation Agreement (“Agreement”) is made and entered into effective as of November ___, 2015 (“Effective Date”) by and between the City of Belleville, Illinois, an Illinois municipal corporation (hereinafter referred to as the “City”), and Parkway West Development, LLC (hereinafter referred to as “Petitioner”), the City and the Petitioner being hereinafter referred to separately as a “Party” and collectively as the “Parties.”

RECITALS:

WHEREAS, Petitioner is the owner of the real estate which is the subject matter of this Agreement, specifically 51+/- acres legally described on Exhibit A attached hereto and incorporated herein by this reference (herein referred to as the “Property”); and

WHEREAS, Petitioner and City desire to have the Property annexed to the City as provided in 65 ILCS 5/7-1-1, *et seq.*, subject to the terms and conditions of this Agreement and to obtain assurances from the City as to certain provisions for the Property when the same has been annexed and to other matters addressed in this Agreement; and

WHEREAS, the Property is adjacent and contiguous to the corporate boundaries of the City and is not within the boundaries of any other city or village; and

WHEREAS, Petitioner has filed with the City Clerk a proper Annexation Petition (“Annexation Petition”) pursuant to 65 ILCS 5/7-1-8 signed by the owners of record of the Property and the requisite percentage of electors residing thereon which Petition by its terms is contingent upon execution and compliance with the terms of this Agreement; and

WHEREAS, pursuant to the applicable provisions of the Illinois Municipal Code, a proposed Annexation Agreement similar in substance and in form to this Agreement was submitted to the Mayor and City Council of the City (“Corporate Authorities”) and a public hearing was held thereon pursuant to notice, as provided by statute; and

WHEREAS, all other and further notices, publications, procedures, public hearings, and other matters attendant to the consideration and approval of this Agreement and the annexation have been given, made, held, and performed by the City as required by 65 ILCS 5/7-1-8 and 5/11-15.1-1, *et seq.*, and all other applicable statutes, and all applicable ordinances, regulations, and procedures of the City. This Agreement is made and entered into by the Parties pursuant to the provisions of 65 ILCS 5/11-15.1-1, *et seq.*; and

WHEREAS, the Corporate Authorities have duly considered all necessary petitions to enter into this Agreement and have further duly considered the terms and provisions of this Agreement and, by a resolution duly adopted by the Corporate Authorities then holding office, have authorized the Mayor to execute, and the City Clerk to attest, this Agreement on behalf of the City; and

WHEREAS, appropriate notices to the applicable fire protection district, township and other public bodies entitled to statutory notices have been given; and

WHEREAS, it is in the best interest of the City and Petitioner to enter into this Agreement.

NOW, THEREFORE, in consideration of the foregoing Recitals and the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which the Parties do hereby acknowledge, the Parties do hereby agree as follows:

1. Recitals. The Parties acknowledge that the statements and representations contained in the foregoing Recitals are true and accurate and do hereby incorporate the Recitals into this Agreement as if fully set forth herein.

2. Annexation. As soon as reasonably practicable (but in no event later than thirty (30) days) after the Effective Date, the Corporate Authorities shall do all things necessary or appropriate to cause the Property to be validly annexed to the City in accordance with and upon the terms and conditions set forth in this Agreement and shall aid and assist Petitioner and their successors and assigns, in carrying out the terms, conditions and provisions of this Agreement. All ordinances, plats, affidavits, and other documents necessary to accomplish annexation shall be recorded by the City.

3. Zoning and Subdivision. The Corporate Authorities shall enact such ordinances, adopt such resolutions, and take all such other actions as are necessary or appropriate to:

(a) zone and classify 6.5+/- acres of the Property along the frontage of Frank Scott Parkway as "C-1" Light Commercial District under the existing Zoning Ordinances of the City, provided that such parcel is subdivided in accordance with Chapters 41 (Subdivision Code) and 60 (Zoning Code) of the City's Revised Code of Ordinances, as more fully depicted in Exhibit B attached hereto and incorporated herein by this reference;

(b) zone and classify the remaining 44.5+/- acres of the Property as "A-1" Single Family Residential District under the existing Zoning Ordinances of the City, provided that such parcel is subdivided in accordance with Chapters 41 (Subdivision Code) and 60 (Zoning Code) of the City's Revised Code of Ordinances, as more fully depicted in Exhibit B attached hereto and incorporated herein by this reference

4. Sewer Service. The City shall, at its sole cost and expense, construct and extend operating sanitary sewer facilities to serve the Property, as depicted on Exhibit C attached hereto and incorporated herein by this reference; provided, however, that Petitioner shall pay the City all tap-in fees and usage fees associated with Petitioner's connection to such sewer facilities. Furthermore, Petitioner shall grant the City such permanent easement(s) as the City deems necessary for installation and maintenance of its sewer lines.

5. Development. Petitioner shall develop the Property substantially as set forth Exhibit D attached hereto and incorporated herein by this reference. The residential homes in the Development must have a minimum sale price of Five Hundred Thousand Dollars (\$500,000.00).

6. Remedies.

(a) Upon a breach of this Agreement, any of the Parties, in any court of competent jurisdiction, by an action or proceeding at law or in equity, may secure the specific performance of the covenants and agreements herein contained, may be awarded damages for failure of performance, or both, or may obtain rescission and disconnection for material failure of performance. No action taken by any Party hereto pursuant to the provisions of this Section 11 or pursuant to the provisions of any other Article of this Agreement shall be deemed to constitute an election of remedies, and all remedies set forth in this Agreement shall be cumulative and nonexclusive of any other remedy either set forth herein or available to any Party at law or in equity.

(b) In the event of a material breach of this Agreement, the Parties agree that the Party alleged to be in breach shall have thirty (30) days after written notice of said breach to correct the same prior to the non-breaching Party's seeking of any remedy provided for herein (provided, however, that said 30-day period shall be extended if the defaulting Party has initiated the cure of said default and is diligently proceeding to cure the same).

(c) If any of the Parties shall fail to perform any of its obligations hereunder, and the Party affected by such default shall have given written notice of such default to the defaulting Party, and such defaulting Party shall have failed to cure such default within thirty (30) days of such default notice (provided, however, that said 30-day period shall be extended if the defaulting Party has initiated the cure of said default and is diligently proceeding to cure the same), then, in addition to any and all other remedies that may be available, either at law or in equity, the Party affected by such default shall have the right (but not the obligation) to take such action as in its reasonable discretion and judgment shall be necessary to cure such default. In such event, the defaulting Party hereby agrees to pay and reimburse the Party affected by such default for all reasonable costs and expenses (including attorneys', engineers', surveyors', architects', accountants', and other consultants' fees and litigation expenses) incurred by it in connection with any action taken to cure such default.

(d) The failure of the Parties to insist on the strict and prompt performance of the terms, covenants, agreements, and conditions herein contained, or any of them, on any other Party imposed, shall not constitute or be construed as a waiver or relinquishment of any Party's right thereafter to enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.

(e) If the performance of any covenant to be performed hereunder by any Party is delayed as a result of circumstances that are beyond the reasonable control of such Party (which circumstances may include acts of God, war, acts of civil disobedience, strikes, or similar acts), the time for such performance shall be extended by the amount of time of such delay.

5. Miscellaneous.

(a) Amendment. This Agreement, and the exhibits attached hereto, may be amended only by the mutual consent of the Parties and by the execution of said amendment by the Parties or their respective successors in interest or assignees.

(b) Severability. If any provision, covenant, agreement, or portion of this Agreement or its application to any person, entity, or Property is held invalid, such invalidity shall not affect the application or validity of any other provisions, covenants, or portions of this Agreement, and, to that end, all provisions, covenants, agreements, and portions of this Agreement are declared to be severable.

(c) Survival. The provisions contained herein shall survive the annexation of the Property and shall not be merged or expunged by the annexation of the Property to the City.

(d) Successors and Assigns. This Agreement shall inure to the benefit of, and shall be binding on, successors, assigns, tenants, subtenants and transferees of Petitioner and their respective successors, grantees, tenants, and assigns, and on successor corporate authorities of the City and successor municipalities, and shall constitute covenants running with the land. For all purposes under this Agreement, the term "Petitioner" shall mean and include, without limitation, Petitioner and all licensees, tenants, subtenants, successors, assignees and others deriving any rights to use or possess any portion of the Property by or through Petitioners. This Agreement may not be assigned without City approval, and such approval shall not be unreasonably withheld, conditioned or delayed.

(e) Notices. Any notice, request, approval, demand, instruction or other communication to be given to any Party hereunder, shall be in writing, and shall be conclusively deemed to be delivered and received when personally delivered or when (a) transmitted by electronic mail; (b) one (1) day after the date of deposit for overnight delivery with an overnight courier such as Federal Express, United Postal Service or other overnight courier service, or (c) three (3) days after the date of deposit in the U. S. mail, sent by certified mail, return receipt requested, and such notices are addressed to the following addresses:

If to City:	City of Belleville 101 South Illinois Street Belleville, Illinois 62220 Attn.: Mayor Mark W. Eckert E-mail: meckert@belleville.net
With a copy to:	City Attorney 5111 West Main St. Belleville, IL 62226 Attn.: Garrett P. Hoerner E-mail: gphoerner@belleville.net
If to Petitioner:	Parkway West Development, LLC 222 West Pointe Drive Belleville, IL 62223 Attn.: Todd R. Keller

The parties may change their respective addresses and/or telefax/teletype numbers for the receipt of notice hereunder by giving notice thereof to the other party in accordance herewith.

(f) Time of Essence. Time is of the essence of this Agreement and of each and every provision hereof. If any date, time period or deadline hereunder falls on a weekend or a state or federal holiday, then such date shall be extended to the next occurring business day.

(g) E-mailed or Faxed Signatures. The Parties agree that electronically mailed or faxed signatures may be used to expedite the transaction contemplated by this Agreement. Each Party intends to be bound by its electronically mailed or faxed signature and each is aware that the other will rely on the electronically mailed or faxed signature and each acknowledges such reliance and waives any defenses to the enforcement of the documents and notices effecting the transaction contemplated by this Agreement based on an electronically mailed or faxed signature.

(h) Further Assurances. Each Party agrees to perform any other acts or execute and deliver any other documents, instruments or agreements which may be reasonably necessary to effectuate the purpose of and to carry out the provisions of this Agreement.

(i) Governing Law and Jurisdiction. This Agreement shall be governed by and construed in accordance with the substantive laws of the State in which the Property is located. In the event of any dispute arising under this Agreement, the Parties hereby submit to the jurisdiction of, and waive any objection to, the applicable state or federal court having jurisdiction in the circuit or district in which the Property is located.

(j) Authority and Counterparts. Each Party warrants and represents that the person executing this Agreement on its behalf is authorized to do so. This Agreement may be executed in two or more fully or partially executed counterparts, each of which will be deemed an original binding the signer thereof against the other signing parties, but all counterparts together will constitute one and the same instrument.

(k) Term. This Agreement shall be valid and binding for a period of twenty (20) years from the Effective Date.

(l) Entire Agreement. This Agreement sets forth all agreements, understandings, and covenants between and among the Parties with respect to the subject matter hereof and all exhibits attached hereto are incorporated herein by reference and made a part of this Agreement as if fully set forth herein.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREON, the Parties hereto have caused this Agreement to be executed as of the Effective Date.

CITY OF BELLEVILLE, ILLINOIS

PARKWAY WEST DEVELOPMENT, LLC

By: _____
Mark W. Eckert, Mayor

By: _____
Todd R. Keller
Member/Manager

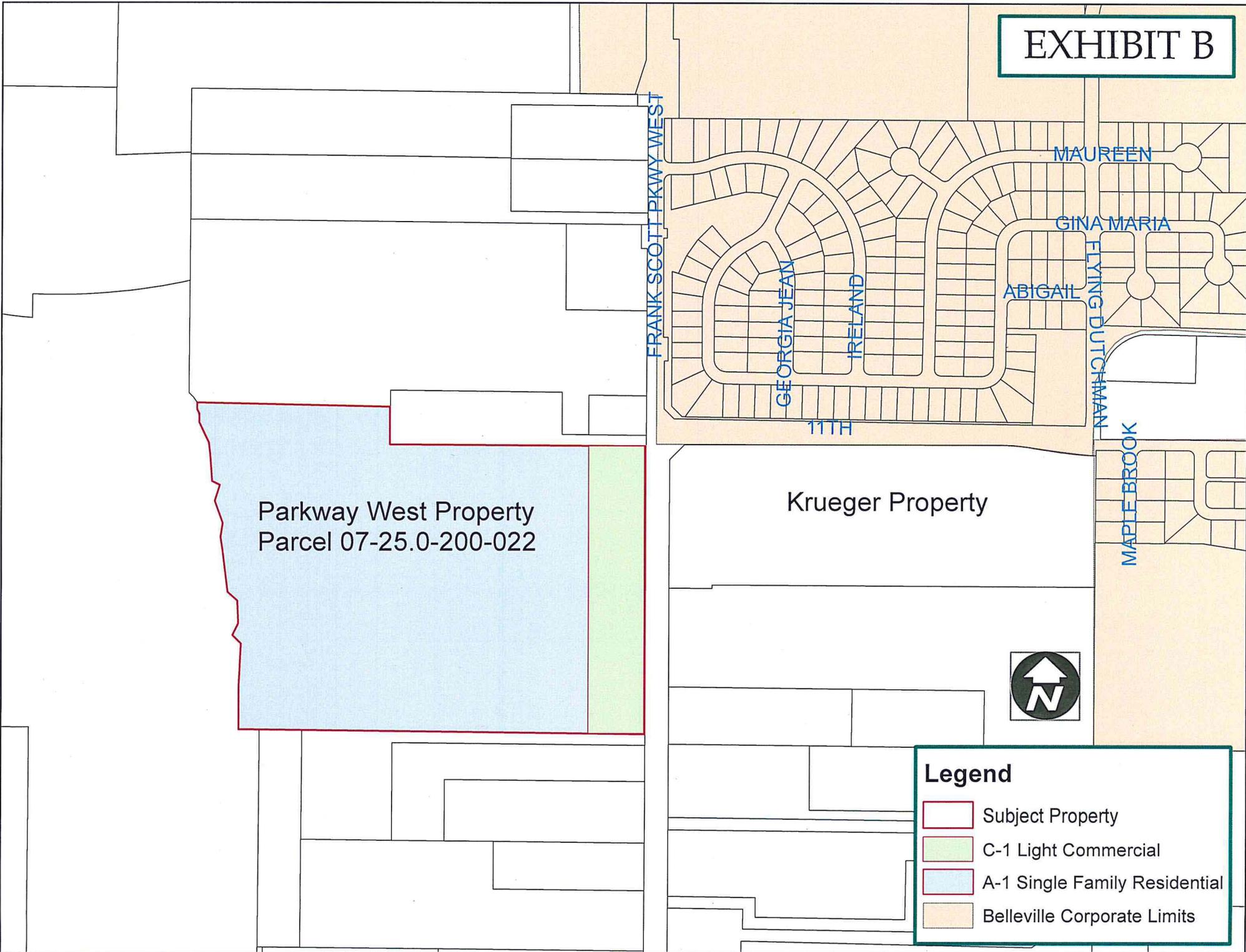
ATTEST: _____
Dallas B. Cook, City Clerk

**EXHIBIT A
LEGAL DESCRIPTION**

PARCEL 07-25.0-200-022
STOOKEY TWP SEC 25 PT LT 2 IN A01956090
EXC PT FOR RD AS IN A02000746

DRAFT

EXHIBIT B



Parkway West Property
Parcel 07-25.0-200-022

Krueger Property

Legend

-  Subject Property
-  C-1 Light Commercial
-  A-1 Single Family Residential
-  Belleville Corporate Limits



EXHIBIT C

P:\150626\4 CADD - DWG\4.3 Envr\150626-Exhibit-San -02.dwg
 Plotted By: rbark 10/21/2015 2:30pm



THOMENOT, WADE & MOERCHEN, INC.
 ENGINEERS • SURVEYORS • PLANNERS



- ☑ **CORPORATE OFFICE**
 4940 OLD COLLINGSVILLE RD.
 SHAWNEE, ILLINOIS 62229
 TEL (618) 624-4488
 FAX (618) 624-6688
- ☐ **WATERLOO OFFICE**
 113 SOUTH MAIN STREET
 WATERLOO, ILLINOIS 62298
 TEL (618) 939-5000
 FAX (618) 939-3938
- ☐ **EDWARDSVILLE OFFICE**
 600 COUNTRY CLUB VIEW, SUITE 1
 EDWARDSVILLE, ILLINOIS 62025
 TEL (618) 656-4040
 FAX (618) 656-4343
- ☐ **ST. LOUIS OFFICE**
 720 OLIVE ST., SUITE 200A
 ST. LOUIS, MISSOURI 63101
 TEL (314) 241-6300
 FAX (314) 241-2391
- ☐ **ST. CHARLES OFFICE**
 400 N. 5TH STREET, SUITE 101
 ST. CHARLES, MISSOURI 63301
 TEL (636) 724-8300
 FAX (636) 724-8304

EXHIBIT

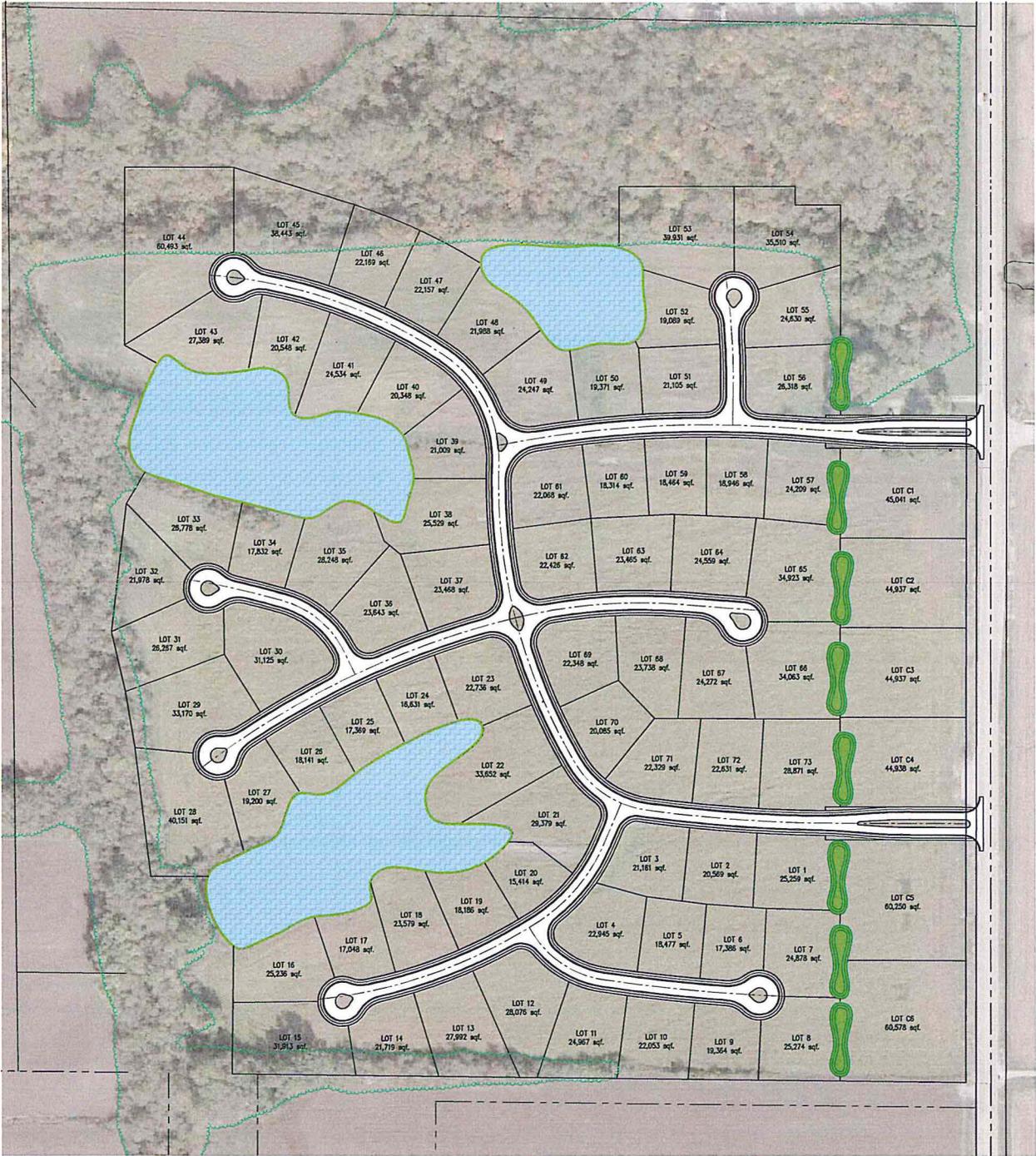
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 INTERCEPTOR SEWER

DRIBT NUMBER

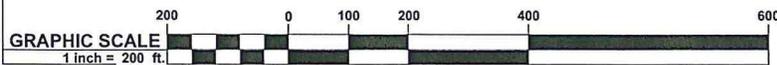
1



SCALE: 1"=200'



 SOUTH FRANK SCOTT PARKWAY ESTATES CONCEPT
SCALE: 1"=200'



**NETEMEYER ENGINEERING
ASSOCIATES, INC.**

3300 Highline Road ph: 618-228-7816
Aviston, IL 62216-1018 fax: 618-228-7900

IL. PROF. DESIGN FIRM (LS/PE/SE) 184-001027

ISSUED: 07/22/15

PROJ.: 20150149