



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

**CITY COUNCIL AGENDA  
CITY OF BELLEVILLE, IL  
APRIL 18, 2016  
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**

**6. PUBLIC PARTICIPATION (2-3 MINUTES PER PERSON) - See back page for rules.**

**7. PRESENTATIONS, RECOGNITIONS & APPOINTMENTS**

**8. APPROVAL OF MINUTES**

9-A. Council Meeting – April 4, 2016.

**9. CLAIMS, PAYROLL AND DISBURSEMENTS**

10-A. Motion to approve claims and disbursements in the amount of **\$2,283,776.40** and payroll in the amount of **\$830,234.97**.

## 10. REPORTS

10-B. Treasurer Report – March 2016.

10 (B-1). Statement of Cash and Investments Report –  
March 2016.

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

### 11-A. MOTIONS FROM FINANCE COMMITTEE:

11(A-1). Motion to approve contract with Impact Strategies for Public Building Improvements Phase II City Hall Renovations.

11 (A-2). Motion to approve Asbestos Consulting Services Proposal for Public Building Improvements Phase II City Hall Renovations.

11(A-3). Motion to approve low bid of \$98,200 from Midwest Service Group for Police Annex building asbestos abatement.

11(A-4). Motion to approve low bid of \$222,688 from Freeman Environmental for City Hall building asbestos abatement.

11(A-5). Motion to approve low bid of \$78,000 from S. Shafer Excavating Inc. for Police Annex building demolition.

11(A-6). Motion to approve Change Order with Impact Strategies for Public Building Improvements Phase I Police Department Project.

- 11(A-7). Motion to approve SCBA equipment financing with Bank of Belleville at 1.805% for 4 years.
- 11(A-8). Motion to approve FY 2016-2017 Budget.
- 11(A-9). Motion to approve the Budget Amendments as recommended by the Finance Director.

**11-B. MOTIONS FROM ECONOMIC DEVELOPMENT & ANNEXATION COMMITTEE:**

- 11 (B-1). Motion to approve a development agreement with Norcom 2000, Inc. for the remodeling of 105-10 West Washington St.
- 11 (B-2). Motion to approve a development agreement with St. Clair County Event Center, LLC for the construction of an event center and restaurant at 1550 East State Route 15.

**11-C. MOTIONS FROM MEREDITH HOME SELECTION COMMITTEE:**

- 11 (C-1). Motion to release a Request for Proposals for redevelopment of the Meredith Home property.

**11-D. MOTIONS FROM PLANNING COMMISSION:**

- 11 (D-1). Motion to approve the Final Plat for St. Clair County Event Center (1530 E. State Rt. 15) Parcel number: 13-01.0 400-028. **Planning Commission made a motion to approve the request.**
- 11 (D-2). Motion to approve the Site Plan for Missionary Ventures (Shrine Development.) **Planning Commission made a motion to approve the request with the recommendation that the developer consider for additional parking.**

**11-E. MOTIONS FROM TRAFFIC COMMITTEE:**

11 (E-1). Motion to create a 4-way stop at East 'B' Street & Oak Street.

11 (E-2). Motion to create a stop on West 'A' Street at North 33<sup>rd</sup> Street.

**11-F. MOTIONS FROM STREETS AND GRADES COMMITTEE:**

11 (F-1). Motion to approve RJN Group in the amount of \$1,500.00 to perform engineering services for Phase II Storm Water Permit (NPDES).

**12. COMMUNICATIONS**

12-A. Communication from Minister Frank Wagner requesting use of the small community park on the corner of E. Main and N. Church. The theme for this community outreach will be, "The Circle of Remembrance." This event is free to the public. The dates we would like to use the area will be: May 22, 2016, June 12, 2016, June 19, 2016, and July 10, 2016, July 17, 2016, August 14, 2016, August 21, 2016, September 11, 2016 and September 18, 2016. The time for each of these dates will be from 2:00 pm through 4:00pm. This community outreach will be a musical with 15 to 20 people and remain open for anyone from the public to stop by and enjoy the performance at no charge.

12-B. Communication from Eckert Florist, Inc, requesting permission to locate a refrigerated cooler (size: standard vehicle length) in one of our designated "Loading Zones" located in the first block of North Second Street.

The refrigerated cooler is necessary for our extra flower storage or Mother's Day & Christmas products. The refrigerated cooler will be in place on Sunday, May 1, 2016 and removed on or before Sunday May 15, 2016 and the week of November 20, 2016 and removed the week of December 25, 2016 (the same as

last year).

The cooler will be placed in a parking spot already designated as a loading zone associated with our business. Additionally, Eckert Florist, Inc will coordinate with the Belleville Street Department to appropriately locate the required cones/lighted barricades to protect the safety of drivers.

### 13. PETITIONS

### 14. RESOLUTIONS

14-A. **RESOLUTION NO. 3260**

Inducement Resolution.

14-B. **RESOLUTION NO. 3261**

A Resolution amending the Annual Budget of the City of Belleville, Illinois for the fiscal year beginning on the first day of May 2015 and ending on the 30<sup>th</sup> day of April, 2016.

14-C. **RESOLUTION NO. 3262**

A Resolution amending the Annual Budget of the City of Belleville, Illinois for the fiscal year beginning on the first day of May 2015 and ending on the 30<sup>th</sup> day of April, 2016.

14-D. **RESOLUTION NO. 3263**

A Resolution authorizing bank loan for SCBA Equipment.

### 15. ORDINANCES

15-A. **ORDINANCE NO. 7946-2016**

An Ordinance prohibiting the use of groundwater as a potable water supply by the installation or use of potable water supply wells or by any other method.

15-B. **ORDINANCE NO. 7947-2016**

An Ordinance establishing a Business District Tax Allocation Fund for the area subject to Resolution 3260.

**15-C. ORDINANCE NO. 7948-2016**

An ordinance establishing the annual budget of the City of Belleville, Illinois, for the fiscal year beginning on the first day of May, A.D. 2016 and ending on the 30<sup>th</sup> day of April, A.D. 2017.

**16. UNFINISHED BUSINESS**

**17. MISCELLANEOUS & NEW BUSINESS**

17-A. Motor Fuel Claims in the Amount of **\$243,652.53**.

**18. EXECUTIVE SESSION**

18-A. The City Council may go into executive session to discuss:

- Collective Bargaining. (5 ILCS 120/2(c)(2)).
- Pending Litigation. (5 ILCS 120/2(c)(11)).

18 (A-1). Possible motions to approve successor collective bargaining agreements.

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

**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.

**CITY OF BELLEVILLE, ILLINOIS  
CITY COUNCIL MEETING MINUTES  
COUNCIL CHAMBERS – CITY HALL  
April 4, 2016 – 7:00 PM**

Alderman Silsby called this meeting to order.

Alderman Silsby explained the disaster procedures. Alderman Silsby 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.

City Attorney Hoerner requested City Clerk Dallas B. Cook to call roll. Members present on roll call: City Clerk Dallas B. Cook, City Treasurer Hardt and City Attorney Hoerner. Aldermen: Joe Hazel, Ken Kinsella, Jane Pusa, Mike Buettner, Kent Randle, Scott Tyler, Johnny Anthony, Raffi Ovian, Phil Silsby, Ed Dintelman, Paul Seibert, Bob White, Trent Galetti, Phil Elmore, Roger Wigginton and James Musgrove.

Alderman Wigginton made a motion seconded by Alderman Kinsella to appoint Alderman Silsby to serve as the temporary chair to oversee the meeting.

All members voted aye.

**ROLL CALL DEPARTMENT HEADS**

Roll Call Department Heads: Fire Chief, Tom Pour; Police Chief, Bill Clay; 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; Director of Economic Development, Annissa McCaskill; Director of Parks and Recreation, Debbie Belleville and Health and Housing Director, Bob Sabo.

Roll Call Department Heads Excused: Director of Public Works, Chuck Schaeffer.

**PLEDGE**

Alderman Silsby led the Pledge of Allegiance.

**PUBLIC HEARING**

None.

**PUBLIC PARTICIPATION**

**Lillian Schneider**

The Belleville Property Taxes have increased by \$70 for a \$100,000 home. There were no real facts of the count of veterans qualified for this tax break or did the Belleville News-Democrat not print all of the facts? What is concerning is the Mayor's comments "Mayor Mark Eckert said the main reason for the drop in the assessed valuation was due to the new property tax breaks granted by the State to disabled veterans". It is not the disabled veterans fault. When the mayor makes a comment about all of the corporations/businesses that get large property tax breaks and Bellville's sales tax is one of the largest in

the area...does he blame the businesses for Belleville having the largest sales tax and the tax breaks they get and for the businesses to receive a portion of the tax of 9.1%. The comments about the veterans does he expect them to shop in Belleville? It was one of the rudest comments just like the one about Ben Franklin (Mr. Conkright) not being able to please him. Also, in the article, Alderman Elmore is not concerned having police officers included in the new budget.

The month is up, where is our new hotel?

**Michael Hagberg**

Last December when the tax levy was presented to this council Jamie Maitret stated that it would have a modest increase of \$8.73 on a \$100,000 home. Mr. Hagberg asked everyone to accept his apologies for making comments that the increase would be between \$32-\$40...he was wrong. Now that the rates have been certified the Belleville taxes the \$100,000 home for the Belleville portion is \$788. An increase of \$70.21 not the \$8.73 that was previously reported. In a Belleville News-Democrat article Mayor Eckert blamed the tax increase on the State allowing disabled veterans additional property tax exemptions. He does not believe these exemptions have much of an effect on that \$70 increase. When he gets the actual figures he will return to this council and show the actual dollar amount of that \$70 that can be attributed to our veterans getting an exemption on their property taxes.

The TIF rebates are being made this pay period and the claims are over \$8,000,000. One of the items is TIF 10 and he noticed they are making a payment for the taxes collected in the tax year 2014. He has no record of a payment being made for the tax year 2013. He requested that someone research to determine if the payment had been skipped.

**Stewart Lannert**

As far as the public participation rules he thinks only Rule B and E applicable. Lindenwood pays no property tax, Belleville pays Lindenwood \$150k a year. We can now thank a vet for our taxes going up. There another dead person approximately 34 years of age from an overdose and there was nothing in the paper.

**PRESENTATIONS, RECOGNITIONS & APPOINTMENTS**

Emily Breunig, from Althoff Catholic, member of the BASIC Youth Board, will recognize the Character word of the month "COOPERATION" working together in a peaceful way.

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Alderman Phil Silsby recognized Chase Bittle, 2016 IHSA 120-pound state wrestling champion, from Althoff Catholic High School.

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Alderman Phil Silsby will present a proclamation to Santita Nunn, Operation AmeriCorps Program Director, Abdul Ursani, Belleville AmeriCorps Program Director, and Toni Muhammad, SWIC Belleville RSVP and Foster Grandparent Program Director for National Service Recognition Day, April 5, 2016.

**APPROVAL OF MINUTES**

Alderman Wigginton made a motion seconded by Alderman White to approve to accept and file the minutes of March 21, 2016.

All members voted aye.

**CLAIMS, PAYROLL, AND DISBURSEMENTS**

Alderman Anthony made a motion seconded by Alderman Dintelman to accept and pay the claims in the amount of **\$8,425.138.18** and payroll in the amount of **\$826,515.17**.

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

**REPORTS**

None.

**ORAL REPORTS**

**ZONING BOARD OF APPEALS**

Alderman Seibert made a motion seconded by Alderman White to read 06-MAR-16 by title only and as a group with exception of 12 (A-1).

*Mtn 1*

Alderman Dintelman made a motion seconded by Alderman Kinsella made a motion to approve **06-Mar16 – Dahm & Schell, Inc. dba The Edge.**

*Mtn 2*

Alderman Buettner made a motion seconded by Alderman Elmore to table **06-Mar16 – Dahm & Schell, Inc. dba The Edge.**

*Discussion...*

Alderman Buettner stated he has nothing against the request and is a big backer of the business and would like to see the expansion. This is an issue regarding lighting. There are currently questions on how lighting issues are enforced. Alderman Buettner requested lighting to be on the agenda for Health and Housing and requested this item be tabled until a decision is made in Health and Housing. Alderman Silsby stated this is in Ward 5 and a lot of discussion has been held; Alderman Dintelman stated they installed a new parking lot and have had no lighting issues. Alderman White concurs with Aldermen; however, if the concern is being taken to another committee should not be held if, in fact, it should be changed in the future. City Attorney Hoerner stated if there is an ordinance change in the future that would impact the code; however, what is being proposed now this is a zoning action that would remain in effect with the property. Alderman Kinsella stated there is an ordinance for lighting

and this would be required to fill the requirements of the ordinance. Alderman Buettner stated the lighting ordinance is not being enforced on certain entities.

*Mtn 2*

Member voting aye on roll call: Buettner. (1)

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

*Mtn 1*

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

Member voting aye on roll call: Buettner. (1)

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Alderman Seibert made a motion seconded by Alderman White to read the following by title only:

07-Mar16 – Maxwell Price, 08-Mar16 – Julie Laswell Darnall, 09-Mar16(a) – MRB Development, LLC, 09-Mar16(b) – MRB Development, LLC, 10-Mar16 – Special Education Services.

Alderman Seibert made a motion seconded by Alderman Wigginton to approve the following:

**07-Mar16 – Maxwell Price** – A request for a Use Variance to build a 40’ x 16’ x 70’ post frame building as the primary structure at 647 Obstweg Dr. (Parcel: 13-02.0-300-013) located in an “A-1” Single Family Residence District. (Applicable portion of zoning code: 60-4-4, 60-12-14) Ward 5

**08-Mar16 – Julie Laswell Darnall** – A request for a Special Use Permit for a liquor license for **The Red Onion** at 923 West Main St. (Parcel: 08-21.0-329-024) located in a “C-2” Heavy Commercial District. (Applicable Section of the zoning code: 60-6-50) Ward 2.

**09-Mar16(a) – MRB Development, LLC** – A request for a Special Use Permit for multi-family dwellings above the commercial uses at 200 East Main St. (Parcel: 08-22.0-339-050) located in a “C-2” Heavy Commercial District. (Applicable Section of the zoning code: 60-6-50) Ward 6.

**09-Mar16(b) – MRB Development, LLC** – A request for a Special Use Permit for a liquor license for the **Double Barrel Bar & Eatery** at 200 East Main St. (Parcel: 08-22.0-339-050) located in a “C-2” Heavy Commercial District. (Applicable Section of the zoning code: 60-6-50) Ward 6.

**10-Mar16 – Special Education Services** – A request for a Use Variance in order to be used for a non-public therapeutic day school for individuals with disabilities ages 5 to 22 years old at 6400 West Main St. (Parcel: 07-12.0-210-020) located in a “C-2” Heavy Commercial District. (Applicable Section of the zoning code: 60-6-49, 60-12-14) Ward 8.

APRIL 4, 2016

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

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Alderman Hazel made a motion seconded by Alderman White to read **11-Mar16 – Green Forest Vapor Shop** by title only.

All members voted aye.

Alderman White made a motion seconded by Alderman Seibert to approve **11-Mar16 – Green Forest Vapor Shop** – A request for Sign Installation in the Area of Special Control in order to erect a 4’ 11 ½” x 1’ 4 ½” projecting sign at 106 East Main St. located in a “C-2” Heavy Commercial District. (Applicable Section of the zoning code: 53-4-1) Ward 6

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

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

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Alderman White made a motion seconded by Alderman Anthony to read **12-Mar16 – Jo Ann Bumpers** by title only.

All members voted aye.

Alderman Anthony made a motion seconded by Alderman Wigginton to approve **12-Mar16 – Jo Ann Bumpers** – A request for a Use Variance in order to operate a beauty salon at 7624 W. Main St. (Parcel: 07-01.0-305-017) located in a "C-1" Light Commercial District. (Applicable portion of the zoning code: 60-6-43, 60-12-14) Ward 8.

*Discussion...*

Alderman Ovian asked the hours of operations, how many days of week, how many years of service, and how many stalls; Ms. Bumpers stated the hours are 9:00 a.m. to 6:00. p.m. Tuesday thru Saturday, 20 years of experience.

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

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Alderman Randle made a motion seconded by Alderman Galetti to read **13-Mar16 – Eagle Lake Winery** by title only.

APRIL 4, 2016

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Alderman Randle made a motion seconded by Alderman Tyler to approve **13-Mar16 – Eagle Lake Winery** – A request for a Special Use Permit for a "Warehouse" use at 12North 35th Street. (Parcels 08-17.0-321-001,..002, 003) located in a "C-2" Heavy Commercial District. (Applicable Section of the Zoning Code 60-6-50) Ward 3.

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

### **WASTEWATER DIVISION**

Alderman Elmore made a motion seconded by Alderman Seibert to scrap a 1991 Chevy S-10 Pickup with 107,502 miles (VIN #1GCCS14E4M2101636) and a 1998 Ford Pickup Dump with 142,885 miles (VIN #2FDKF37G5JCA08077), after the fire department uses the vehicles for extrication practice.

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

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Alderman Tyler made a motion seconded by Alderman Seibert to scrap a V-Bed Salt Spreader.

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

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Alderman Tyler made a motion seconded by Alderman Kinsella to trade a 1994 John Deer Tractor Mower (ID #LV0755A165038 & M02734X012615).

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

### **POLICE DEPARTMENT**

Alderman Elmore made a motion seconded by Alderman Wigginton Motion to scrap a 2001 Ford Crown Vic with 120,103 miles (VIN #2FAFP71W81X175672), a 2003 Ford Crown Vic with 129,067 miles (VIN #2FAFP71W73X101744), and a 1992 Chevrolet Caprice with 98,562 miles (VIN#1G1BL53E3NW138651), after the fire department uses the vehicles for extrication practice.

*Discussion...*

Alderman Hazel asked if there are donation possibilities with the 2003 and 2001 Crown Vics; Chief Clay stated no due to the shape of the vehicle.

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

**ADMINISTRATION**

Alderman Dintelman made a motion seconded by Alderman Kinsella to approve First Amendment to Disposal Agreement between Waste Management of Illinois, Inc. and the City of Belleville.

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

**COMMUNICATIONS**

Alderman Seibert made a motion seconded by Alderman White to read as a group.

All members voted aye.

Alderman White made a motion seconded by Alderman Seibert to approve the following communications:

Communication from Parks & Recreation Department requesting to hold the Annual Tour de Belleville Bike Ride on Friday, July 8, 2016 starting at 8:30 p.m. at Union United Methodist Church throughout a designated route throughout the City and ending on the Church parking lot. Also, requesting barricades and police coverage and temporary street closures throughout the 5 and 15 mile routes.

Communication from the Southwestern Illinois Central Labor Council requesting permission to hold Annual Labor Day Parade & Picnic on Monday, September 5, 2016.

Communication from MidTowne association requesting use of the city owned parking lot at the corner of 9<sup>th</sup> and West Main on May 7<sup>th</sup> 2016 for a community rummage sale fundraiser. We request permission to put an advertising sign the week prior to sale and to have some city trash cans available for that day. If possible, we would like to have portable pedestrian crossing signs at this corner for that day.

All members voted aye.

**RESOLUTIONS**

None.

**ORDINANCES**

Alderman Silsby made a motion seconded by Alderman White to read Ordinance 7937-2016, 7938-2016, 7939-2016, 7940-2016, 7941-2016, 7942-2016, 7943-2016, 7944-2016 and 7945-2016 by title only and as a group.

All members voted aye.

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Alderman Seibert made a motion seconded by Alderman Pusa to approve the following Ordinance:

ORDINANCE NO. 7937-2016 A ZONING ORDINANCE IN RE CASE #06MAR16 Dahm & Schell, Inc. dba The Edge.

ORDINANCE NO. 7938-2016 A ZONING ORDINANCE IN RE CASE #07MAR16 Maxwell Price.

ORDINANCE NO. 7939-2016 A ZONING ORDINANCE IN RE CASE #08MAR16 Julie Laswell Darnall.

ORDINANCE NO. 7940-2016 A ZONING ORDINANCE IN RE CASE #09MAR16(a) MRB Development, LLC.

ORDINANCE NO. 7941-2016 A ZONING ORDINANCE IN RE CASE #09MAR16(b) MRB Development, LLC.

ORDINANCE NO. 7942-2016 A ZONING ORDINANCE IN RE CASE #10MAR16 Special Education Services.

ORDINANCE NO. 7943-2016 A ZONING ORDINANCE IN RE CASE #11MAR16 Green Forest Vapor Shop.

ORDINANCE NO. 7944-2016 A ZONING ORDINANCE IN RE CASE #12MAR16 JoAnn Bumpers.

ORDINANCE NO. 7945-2016 A ZONING ORDINANCE IN RE CASE #13MAR16 Eagle Lake Winery.

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

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

### **UNFINISHED BUSINESS**

Alderman Buettner stated he previously asked the city attorney to contact Lindenwood University regarding individuals being banned from Lindenwood regarding city council moving to Lindenwood; City Attorney Hoerner stated he and Mayor Eckert will have a meeting with Lindenwood to secure a written agreement that all public will be able to attend.

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Alderman Buettner asked if the parking plan with Lindenwood University is being enforced. Alderman Buettner stated he requested this issue be placed on the Health and Housing agenda and encouraged all aldermen to attend. Alderman Buettner stated his requests/issues to Lindenwood have been ignored. Alderman Buettner thanked Lt. Eiskant for his assistance (when he calls Eiskant things get done) when he contacts Lindenwood Security or Dr. Wingo he gets no answers and nothing gets done.

**MISCELLANEOUS & NEW BUSINESS**

Alderman Seibert made a motion seconded by Alderman Galetti to approve the Motor Fuel Claims in the Amount of **\$99,390.53**.

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

**EXECUTIVE SESSION**

Alderman Kinsella made a motion seconded by Alderman Seibert to go into executive session to discuss Collective Bargaining (5 ILCS 120/2(c)(2) and Pending Litigation. (5 ILCS 120/2(c)(11)).

All members voted aye.

Entered executive session at 7:40 p.m.  
Resumed from Executive Session at 8:02 p.m.

Alderman Elmore made a motion seconded by Alderman Galetti to approve the a successor bargaining agreement between the City of Belleville and the Fraternal Order of Police Labors Council on behalf of the police sergeants for May 1, 2015 – April 20, 2019 which contemplates annual raises of 2%, 2%, 2% and 3%.

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

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Alderman Wigginton made a motion seconded by Alderman Ovian to approve a revised settlement agreement and general release between the City of Belleville and Richard Hosto concerning St. Clair County Circuit Court Case 07-AR-682 contemplates a net payment to the City of \$10,000.

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

**ADJOURNMENT**

Alderman Galetti made a motion seconded by Alderman Kinsella to adjourn at 8:04 pm.

All members voted aye.

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Dallas B. Cook, City Clerk

**CITY OF BELLEVILLE PAYMENT SUMMARY  
COUNCIL MEETING - APRIL 18, 2016**

**GENERAL FUND**

00 - Revenue	\$18,986.80
50 - Administration	\$86,752.67
51 - Police	\$61,238.43
52 - Fire	\$27,276.74
53 - Streets	\$18,948.28
54 - Parks	\$16,550.05
55 - Cemetery	\$2,405.83
56 - Hlth/Sanitation	\$33,757.31
60 - Legal	\$1,040.99
61 - Health & Housing	\$3,972.08
62 - Economic Planning & Dev	\$983.55
82 - Mayor	\$396.86
84 - Human Resources	\$640.62
85 - Clerk	\$2,000.69
86 - Treasurer	\$1,708.85
87 - Maintenance	\$3,498.16
88 - Engineering	\$683.89
<b>GF TOTAL</b>	<u>\$280,841.80</u>

**SEWER OPERATIONS**

75 - Collections	\$39,286.08
77 - Lines	\$4,467.13
78 - Plant	\$55,501.03
<b>SEWER TOTAL</b>	<u>\$99,254.24</u>

04 - Library	\$1,355.22
07 - Park/Rec	\$13,453.89
13 - Motor Fuel Tax Fund	\$243,652.53
14 - Fountain Fund	\$459.80
15 - Tort Liability Fund	\$2,152.85
22 - Sewer Repair & Replacement	\$10,368.75
24 - Sewer Const.	\$416,994.44
25 - Sewer Bond & Interest	\$11,400.66
30 - SSA	\$80.66
38 - TIF 3	\$379,251.27
44 - Belleville Illinois Tourism	\$4,229.91
65 - 2014 PD Proj. Construction Fund	\$804,329.55
71 - Police Trust	\$2,450.83
75 - TIF 17 E Main Street	\$13,500.00

**ALL FUNDS TOTAL** \$2,283,776.40

VENDOR #	NAME	DEPT.	AMOUNT
01 GENERAL FUND			
4717	ILLINOIS STATE POLICE	01-00	462.00
AZ002	AZAVAR AUDIT SOLUTIONS	01-00	17,908.80
IL066	ILLINOIS OFFICE OF THE ATTORNEY G01-00L		462.00
TR041	TREASURER OF THE STATE OF ILLINOI01-00		154.00
**TOTAL			18,986.80
ADMINISTRATION			
1112	WATTS COPY SYSTEM, INC.	01-50	396.00
1812	R S V P	01-50	4,000.00
192	D A R T S	01-50	40,000.00
1945	KENNETH LEE JAMES ASSOCIATES, INC01-50		1,250.00
3119	COMPUTYPE IT SOLUTIONS	01-50	308.75
3586	GREATER BELLEVILLE CHAMBER OF COMM01-50		1,750.00
4902	AT & T	01-50	206.64
551	ILLINOIS AMERICAN WATER	01-50	8,718.05
6122	VERIZON WIRELESS	01-50	115.87
7125	GLAENZER ELECTRIC	01-50	925.71
759	BELLEVILLE NEWS DEMOCRAT	01-50	8,818.02
930	SENIOR SERVICES PROGRAM	01-50	5,000.00
AM053	AMEREN ILLINOIS	01-50	2,000.00
CD003	SHRED-IT USA	01-50	231.02
CI020	CITY DIRECTORIES	01-50	1,045.00
CO139	CONSTELLATION NEWENERGY, INC	01-50	6,945.06
OF004	OFFICE DEPOT	01-50	42.55
UN039	UNITED STATES POSTAL SERVICE	01-50	5,000.00
**TOTAL ADMINISTRATION			86,752.67
POLICE DEPARTMENT			
1112	WATTS COPY SYSTEM, INC.	01-51	406.00
309	CLEAN MACHINE	01-51	168.00
3430	FIRESTONE CAR CENTER	01-51	942.23
365	WIRELESS USA	01-51	1,975.48
3728	DOBBS AUTO CENTERS, INC.	01-51	127.69
3916	VOGT OIL CO., INC.	01-51	12,205.36
402	EGYPTIAN STATIONERS, INC.	01-51	149.90
4902	AT & T	01-51	780.08
6122	VERIZON WIRELESS	01-51	1,567.25
6838	PEAKNET, INC	01-51	106.00
773	RAY O'HERRON CO., INC	01-51	5,814.50
8130	TESCHENDORF, ALAN D	01-51	250.00
926	SECRETARY OF STATE	01-51	101.00
BE145	BELLEVILLE FAST SERVICE	01-51	96.00
BR052	BROWN, SHANE	01-51	255.93
EM002	EMERGENCY MEDICAL PRODUCTS, INC	01-51	508.75
EM010	THE EMBLEM AUTHORITY	01-51	1,820.00
FA026	FACTORY MOTOR PARTS CO	01-51	1,337.57
HE033	HEFFERNAN, MARK	01-51	93.54
IL008	COMMUNICATIONS REVOLVING FUND	01-51	1,623.11

VENDOR #	NAME	DEPT.	AMOUNT
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01 GENERAL FUND

POLICE DEPARTMENT

IL079	ILLINOIS DEPARTMENT OF PUBLIC HEA	01-51	60.00
K0029	KOEBBE, PATRICK	01-51	336.19
LE029	LEXIPOL LLC	01-51	12,934.00
LI011	LINDENWOOD UNIVERSITY	01-51	14,402.00
LO032	LOWE'S AUTOGRAPHIX	01-51	330.00
MA053	MATTINGLY, CHRIS	01-51	291.92
ME034	MERTZ FORD MILLSTADT	01-51	45.08
OF004	OFFICE DEPOT	01-51	62.96
OR001	O'REILLY AUTO PARTS	01-51	47.65
PE014	PEARCE, MICHAEL	01-51	336.19
RA036	RAY, DAVID	01-51	162.82
SO034	SOUTHWEST FAMILY & CHILDREN'S	01-51	525.00
SS002	SSPRF/LESO	01-51	900.00
TH048	THE BANK OF EDWARDSVILLE	01-51	266.22
UN027	UNIFIRST CORPORATION	01-51	31.74
VA035	VAN'S YAMAHA/POLARIS	01-51	178.27

\*\*TOTAL POLICE DEPARTMENT 61,238.43

FIRE DEPARTMENT

1112	WATTS COPY SYSTEM, INC.	01-52	126.00
182	BANNER FIRE EQUIPMENT INC	01-52	5,327.70
2244	SWITZER FOOD & SUPPLIES	01-52	5.95
3119	COMPUTYPE IT SOLUTIONS	01-52	2,149.00
3445	DAVE SCHMIDT TRUCK SERVICE	01-52	5,118.36
3916	VOGT OIL CO., INC.	01-52	2,663.95
4665	JACOBS, ARTHUR JR.	01-52	75.04
4902	AT & T	01-52	284.16
5125	PENET, JEAN-PAUL	01-52	107.78
599	JONES BOYS, THE	01-52	86.84
6122	VERIZON WIRELESS	01-52	279.37
696	MECKFESSEL TIRE CO.	01-52	1,285.53
726	CLEAN UNIFORM COMPANY	01-52	163.92
926	SECRETARY OF STATE	01-52	48.00
BE144	BERTCO AUTOMOTIVE, INC	01-52	1,165.19
CD003	SHRED-IT USA	01-52	102.62
CH030	CHARTER COMMUNICATIONS	01-52	308.11
GA008	GARLAND, JOSEPH	01-52	346.47
GA011	GARNICA, JESSE	01-52	86.25
HO034	HOME DEPOT CREDIT SERVICES	01-52	215.66
JI000	HEARTLAND AUTOMOTIVE SERVICES, IN	01-52	55.22
MA114	MAHONEY, RYAN	01-52	324.38
ME076	MELOAN, ADAM	01-52	479.21
MI002	MILLS, STEPHANIE	01-52	138.37
OF004	OFFICE DEPOT	01-52	173.70
RE067	RESPONDER PSE	01-52	1,290.76
SE034	SENTINEL EMERGENCY SOLUTIONS	01-52	3,050.00
SO032	SOS TECHNOLOGIES	01-52	736.75
TH048	THE BANK OF EDWARDSVILLE	01-52	1,082.45

\*\*TOTAL FIRE DEPARTMENT 27,276.74

VENDOR #	NAME	DEPT.	AMOUNT
01 GENERAL FUND			
FIRE DEPARTMENT			
STREETS			
1112	WATTS COPY SYSTEM, INC.	01-53	138.00
2384	HOMETOWN ACE HARDWARE	01-53	52.86
267	BUILDING PRODUCTS CORP.	01-53	129.60
3042	WINTER, CAROL	01-53	22.00
3916	VOGT OIL CO., INC.	01-53	3,702.64
393	DUTCH HOLLOW JANITORIAL SUPPLIES	01-53	727.09
402	EGYPTIAN STATIONERS, INC.	01-53	379.99
413	ERB TURF EQUIPMENT, INC.	01-53	18.40
4902	AT & T	01-53	610.06
4989	MINTON ENTERPRISES	01-53	1,500.00
515	HOME-BRITE ACE HARDWARE	01-53	35.91
5575	PRAXAIR DISTRIBUTION, INC.	01-53	132.41
6122	VERIZON WIRELESS	01-53	224.83
661	LIESE LUMBER CO., INC.	01-53	184.00
AR002	ARROW TERMINAL LLC	01-53	49.07
BI028	BI-COUNTY SMALL ENGINE CENTER	01-53	1,199.50
CA024	CARTER WATERS CORPORATION	01-53	342.93
CD003	SHRED-IT USA	01-53	85.60
CO048	COOK, MIKE	01-53	100.00
DD002	D&D TIRE SERVICE LLC	01-53	1,270.00
DE018	DELTA GASES	01-53	37.60
EC008	ECON-O-JOHNS	01-53	90.00
ER013	ERLINGER CONSTRUCTION CO., INC	01-53	1,670.85
KI006	KIMBALL MIDWEST	01-53	168.98
OF004	OFFICE DEPOT	01-53	23.79
OR001	O'REILLY AUTO PARTS	01-53	88.58
PL000	PLAZA AUTO PARTS	01-53	245.44
TE029	TEREX SERVICES	01-53	1,290.03
UN027	UNIFIRST CORPORATION	01-53	691.42
WA017	WALLS, RONALD	01-53	100.00
WA066	WARNING LITES OF SOUTHERN ILLINOI	01-53	3,636.70
**TOTAL STREETS			18,948.28
PARKS DEPARTMENT			
1112	WATTS COPY SYSTEM, INC.	01-54	276.00
163	AUTHORIZED LOCK SERVICE	01-54	65.34
214	BELLEVILLE SUPPLY COMPANY	01-54	28.42
3916	VOGT OIL CO., INC.	01-54	1,338.05
393	DUTCH HOLLOW JANITORIAL SUPPLIES	01-54	589.26
4902	AT & T	01-54	733.98
515	HOME-BRITE ACE HARDWARE	01-54	43.32
551	ILLINOIS AMERICAN WATER	01-54	596.73
6122	VERIZON WIRELESS	01-54	55.61
661	LIESE LUMBER CO., INC.	01-54	468.58
834	QUALITY RENTAL CENTER	01-54	150.00
888	FS TURF SOLUTIONS	01-54	2,472.30
AG007	ADVANCED TURF SOLUTIONS, INC	01-54	3,958.00

VENDOR #	NAME	DEPT.	AMOUNT
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01 GENERAL FUND

PARKS DEPARTMENT

CH030	CHARTER COMMUNICATIONS	01-54	124.75
CJ001	C J GOODALL TIRE CO, INC	01-54	115.50
CO139	CONSTELLATION NEWENERGY, INC	01-54	2,150.81
CU017	CULLIGAN/SCHAEFER WATER CENTERS	01-54	17.25
DD002	D&D TIRE SERVICE LLC	01-54	357.50
HO034	HOME DEPOT CREDIT SERVICES	01-54	706.34
IL042	ILLINOIS DEPARTMENT OF AGRICULTUR	01-54	20.00
OR001	O'REILLY AUTO PARTS	01-54	108.40
PL000	PLAZA AUTO PARTS	01-54	22.98
SC131	SCHAEFFER MFG CO	01-54	1,919.53
ST009	ST CLAIR SERVICE COMPANY	01-54	137.37
TR035	TRACTOR SUPPLY CREDIT PLAN	01-54	8.99
UN027	UNIFIRST CORPORATION	01-54	85.04

\*\*TOTAL PARKS DEPARTMENT 16,550.05

CEMETERY DEPARTMENT

157	ATLAS ALARM CO., INC.	01-55	180.00
413	ERB TURF EQUIPMENT, INC.	01-55	254.16
4902	AT & T	01-55	119.42
6122	VERIZON WIRELESS	01-55	74.36
707	MIDWESTERN PROPANE GAS CO	01-55	1,083.88
759	BELLEVILLE NEWS DEMOCRAT	01-55	225.00
HA073	HARDT, DEAN	01-55	236.25
MI009	MIDWEST INDUSTRIAL SUPPLIES & SER	01-55	36.00
UN027	UNIFIRST CORPORATION	01-55	196.76

\*\*TOTAL CEMETERY DEPARTMENT 2,405.83

HEALTH & SANITATION

1112	WATTS COPY SYSTEM, INC.	01-56	13.00
1135	WISE EL SANTO COMPANY	01-56	612.72
272	BUSTER'S TIRE MART	01-56	1,894.26
3445	DAVE SCHMIDT TRUCK SERVICE	01-56	13,280.69
3916	VOGT OIL CO., INC.	01-56	9,363.02
402	EGYPTIAN STATIONERS, INC.	01-56	249.24
4902	AT & T	01-56	212.04
6122	VERIZON WIRELESS	01-56	505.70
622	KEY EQUIPMENT & SUPPLY CO	01-56	5,908.52
782	OVERHEAD DOOR COMPANY OF ST. LOUI	01-56	293.55
884	ST CLAIR COUNTY RECORDER OF DEEDS	01-56	585.00
CD003	SHRED-IT USA	01-56	42.80
MA045	MADD TOWING INC	01-56	345.00
ME075	MENKHAUS, STEPHEN A	01-56	108.45
UN027	UNIFIRST CORPORATION	01-56	343.32

\*\*TOTAL HEALTH & SANITATION 33,757.31

LEGAL DEPARTMENT

VENDOR #	NAME	DEPT.	AMOUNT
01 GENERAL FUND			
LEGAL DEPARTMENT			
6617	FLYNN, GUYMON & GARAVALLIA	01-60	552.00
DO007	DONOVAN, ROSE, NESTER, PC	01-60	150.00
LE062	LEXISNEXIS	01-60	338.99
**TOTAL LEGAL DEPARTMENT			1,040.99
HEALTH & HOUSING			
1112	WATTS COPY SYSTEM, INC.	01-61	139.00
272	BUSTER'S TIRE MART	01-61	32.00
2964	EHRET, MICHAEL	01-61	207.91
3187	SHEAR DELIGHT	01-61	150.00
3916	VOGT OIL CO., INC.	01-61	947.41
402	EGYPTIAN STATIONERS, INC.	01-61	110.16
5796	STAN ERLINGER	01-61	165.00
6122	VERIZON WIRELESS	01-61	449.82
7632	PATTERSON AUTOMOTIVE	01-61	67.25
7911	PROFESSIONAL TITLE CO	01-61	260.00
BA088	BASSLER JR, KEN	01-61	238.53
MO079	MOW PRINTING, INC	01-61	1,205.00
**TOTAL HEALTH & HOUSING			3,972.08
PLANNING & ECONOMIC DEVELOPMENT			
3916	VOGT OIL CO., INC.	01-62	13.56
402	EGYPTIAN STATIONERS, INC.	01-62	8.49
5309	ILLINOIS ENTERPRISE ZONE ASSOCIAT	01-62	175.00
6122	VERIZON WIRELESS	01-62	53.20
759	BELLEVILLE NEWS DEMOCRAT	01-62	287.10
7960	SCHAUSTER, ERIC	01-62	41.20
IN034	INTERNATIONAL ECONOMIC DEVELOP CO	01-62	405.00
**TOTAL PLANNING & ECONOMIC DEVELOPMENT			983.55
MAYOR			
3916	VOGT OIL CO., INC.	01-82	99.95
402	EGYPTIAN STATIONERS, INC.	01-82	87.85
6122	VERIZON WIRELESS	01-82	100.90
OF004	OFFICE DEPOT	01-82	53.18
SO002	SWICOM	01-82	25.00
TH048	THE BANK OF EDWARDSVILLE	01-82	29.98
**TOTAL MAYOR			396.86
HUMAN RESOURCES/COMMUNITY DEV			
1112	WATTS COPY SYSTEM, INC.	01-84	160.00
7452	MIDWEST OCCUPATIONAL MEDICINE	01-84	378.00
CD003	SHRED-IT USA	01-84	102.62
**TOTAL HUMAN RESOURCES/COMMUNITY DEV			640.62

VENDOR #	NAME	DEPT.	AMOUNT
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01 GENERAL FUND

HUMAN RESOURCES/COMMUNITY DEV  
CLERKS

402	EGYPTIAN STATIONERS, INC.	01-85	96.77
FR042	FREEBURG PRINTING & PUBLISHING, I	01-85	474.00
G0035	GOLDEN IMAGES LLC	01-85	1,429.92

\*\*TOTAL CLERKS 2,000.69

TREASURER

968	SNOW PRINTING COMPANY	01-86	451.00
HA073	HARDT, DEAN	01-86	1,081.74
OF004	OFFICE DEPOT	01-86	176.11

\*\*TOTAL TREASURER 1,708.85

MAINTENANCE

1112	WATTS COPY SYSTEM, INC.	01-87	13.00
163	AUTHORIZED LOCK SERVICE	01-87	43.80
214	BELLEVILLE SUPPLY COMPANY	01-87	6.22
2435	GATEWAY INDUSTRIAL POWER	01-87	483.88
3916	VOGT OIL CO., INC.	01-87	285.78
515	HOME-BRITE ACE HARDWARE	01-87	118.51
6122	VERIZON WIRELESS	01-87	251.97
726	CLEAN UNIFORM COMPANY	01-87	161.46
BE056	BEL-O PEST SOLUTIONS	01-87	225.00
K0022	KONE INC	01-87	172.37
MI009	MIDWEST INDUSTRIAL SUPPLIES & SER	01-87	106.80
PL000	PLAZA AUTO PARTS	01-87	9.37
VO010	VOSS LIGHTING	01-87	1,620.00

\*\*TOTAL MAINTENANCE 3,498.16

ENGINEERING

1112	WATTS COPY SYSTEM, INC.	01-88	156.00
3916	VOGT OIL CO., INC.	01-88	90.21
402	EGYPTIAN STATIONERS, INC.	01-88	8.89
6122	VERIZON WIRELESS	01-88	143.90
AB006	ABSOPURE WATER CO	01-88	61.00
FR043	FRIEDMAN, DREW	01-88	223.89

\*\*TOTAL ENGINEERING 683.89

01 GENERAL FUND

GRAND TOTAL 280,841.80

VENDOR #	NAME	DEPT.	AMOUNT
=====			
04	LIBRARY		
4902	AT & T	04-00	224.66
551	ILLINOIS AMERICAN WATER	04-00	55.96
CO139	CONSTELLATION NEWENERGY, INC	04-00	1,074.60
	**TOTAL		----- 1,355.22
04	LIBRARY	GRAND TOTAL	1,355.22

VENDOR #	NAME	DEPT.	AMOUNT
07 PLAYGROUND AND RECREATION			
1112	WATTS COPY SYSTEM, INC.	07-00	93.00
201	BELLEVILLE BOWLING & SPORTS SHOP	07-00	75.00
4782	SAM'S CLUB/SYNCHRONY BANK	07-00	234.24
4902	AT & T	07-00	142.08
5565	CITIZENS PARK UMPIRES	07-00	4,696.00
7103	WAL-MART	07-00	21.34
759	BELLEVILLE NEWS DEMOCRAT	07-00	650.00
7840	USSSA	07-00	920.00
AT011	AT & T U-VERSE	07-00	79.00
CD003	SHRED-IT USA	07-00	107.74
CO154	COMDATA CARD SERVICES	07-00	88.78
DA028	DA-COM CORPORATION	07-00	409.54
GR037	GRANT, MARY ROSE	07-00	266.00
HI041	HICKMAN, MICHAEL C.	07-00	284.20
HO093	HOELSCHER, MEGAN J	07-00	141.50
KO017	KOKOTOVICH, BEKKI	07-00	13.97
WA069	WALZ LABEL AND MAILING SYS	07-00	723.00
WA084	WADE, ROLANDO	07-00	50.00
WI130	WITTER, KEITH	07-00	334.50
	**TOTAL		9,329.89
07 PLAYGROUND AND RECREATION		GRAND TOTAL	9,329.89

VENDOR #	NAME	DEPT.	AMOUNT
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13 MOTOR FUEL TAX FUND

194	BEELMAN LOGISTICS LLC	13-00	3,602.25
6563	CHRIST BROS. ASPHALT, INC.	13-00	37,067.73
666	MACLAIR ASPHALT COMPANY	13-00	2,945.82
EL001	ELECTRICO, INC.	13-00	11,778.75
FO033	FOURNIE CONTRACTING COMPANY, INC	13-00	15,035.00
RC001	RCS CONSTRUCTION, INC	13-00	168,497.98
SM002	SMITHTON TOWNSHIP ROAD DISTRICT	13-00	4,725.00

	**TOTAL		243,652.53
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13 MOTOR FUEL TAX FUND	GRAND TOTAL	243,652.53
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SYS DATE:04/13/16

CITY OF BELLEVILLE  
C L A I M S H E E T  
Monday April 18,2016

SYS TIME:13:37

[NCS]

DATE: 04/18/16

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VENDOR #	NAME	DEPT.	AMOUNT
14	FOUNTAIN FUND		
7103	WAL-MART	14-00	459.80
	**TOTAL		459.80
	14 FOUNTAIN FUND	GRAND TOTAL	459.80

SYS DATE:04/13/16

CITY OF BELLEVILLE  
C L A I M S H E E T  
Monday April 18,2016

SYS TIME:13:37

[NCS]

DATE: 04/18/16

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VENDOR #	NAME	DEPT.	AMOUNT
15	TORT LIABILITY FUND		
KE000	KELSO AUTO BODY, INC.	15-00	2,152.85
	**TOTAL		2,152.85
	15 TORT LIABILITY FUND	GRAND TOTAL	2,152.85

VENDOR #	NAME	DEPT.	AMOUNT
=====			
21 SEWER OPERATION & MAINTENANCE			
SEWER COLLECTION			
305	CITY OF BELLEVILLE	21-75	231.82
AM007	AMERICAN WATER	21-75	7,937.67
OF004	OFFICE DEPOT	21-75	16.65
PA076	PAYMENT SERVICE NETWORK, INC	21-75	149.70
ST013	STOOKEY TOWNSHIP	21-75	30,950.24
**TOTAL SEWER COLLECTION			39,286.08
SEWER LINES			
3916	VOGT OIL CO., INC.	21-77	1,594.75
413	ERB TURF EQUIPMENT, INC.	21-77	28.49
515	HOME-BRITE ACE HARDWARE	21-77	76.91
6122	VERIZON WIRELESS	21-77	33.50
7591	USA BLUEBOOK	21-77	94.29
BR073	BRECKENRIDGE OF ILLINOIS LLC	21-77	667.02
HA143	HAWKINS, INC	21-77	1,641.55
MI072	MIDWEST VAC PRODUCTS, LLC	21-77	220.00
PL000	PLAZA AUTO PARTS	21-77	19.26
PL011	PLUMBERS SUPPLY	21-77	46.46
UN027	UNIFIRST CORPORATION	21-77	44.90
**TOTAL SEWER LINES			4,467.13
SEWER PLANT			
1030	TEKLAB, INC.	21-78	418.00
1112	WATTS COPY SYSTEM, INC.	21-78	126.00
1547	THOUVENOT WADE & MOERCHEN	21-78	366.00
214	BELLEVILLE SUPPLY COMPANY	21-78	158.21
371	DEVAN AUTOMOTIVE SERVICE	21-78	354.08
3916	VOGT OIL CO., INC.	21-78	897.23
393	DUTCH HOLLOW JANITORIAL SUPPLIES	21-78	24.96
413	ERB TURF EQUIPMENT, INC.	21-78	107.25
4902	AT & T	21-78	769.67
515	HOME-BRITE ACE HARDWARE	21-78	297.57
551	ILLINOIS AMERICAN WATER	21-78	233.53
6122	VERIZON WIRELESS	21-78	591.59
6328	GRAINGER INDUS. & COMMERCIAL SUPP	21-78	387.25
6396	DURKIN EQUIPMENT COMPANY	21-78	488.00
7103	WAL-MART	21-78	8.80
7591	USA BLUEBOOK	21-78	1,670.05
BE101	BELL CITY BATTERY	21-78	83.19
BI028	BI-COUNTY SMALL ENGINE CENTER	21-78	9,033.81
CD003	SHRED-IT USA	21-78	85.60
CE031	CEDARCHEM, LLC	21-78	2,592.00
CK001	CK POWER	21-78	1,825.00
CO139	CONSTELLATION NEWENERGY, INC	21-78	18,613.01
FA002	FASTENAL COMPANY	21-78	9.21
G0005	GOODALL TRUCK TESTING	21-78	66.00
HA143	HAWKINS, INC	21-78	3,450.90

VENDOR #	NAME	DEPT.	AMOUNT
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21 SEWER OPERATION & MAINTENANCE

VENDOR #	NAME	DEPT.	AMOUNT
	SEWER PLANT		
NU001	NUSCO	21-78	3,645.00
PL000	PLAZA AUTO PARTS	21-78	99.17
QU006	QUILL CORPORATION	21-78	11.89
ST043	ST LOUIS COMPOSTING INC	21-78	100.00
UN027	UNIFIRST CORPORATION	21-78	33.06
VA001	VANDEVANTER ENGINEERING	21-78	8,955.00

\*\*\*TOTAL SEWER PLANT 55,501.03

21 SEWER OPERATION & MAINTENANCE GRAND TOTAL 99,254.24

VENDOR #	NAME	DEPT.	AMOUNT
22 SEWER REPAIR & REPLACEMENT FUND			
7591	USA BLUEBOOK	22-00	3,129.75
CK001	CK POWER	22-00	7,239.00
	**TOTAL		10,368.75
22 SEWER REPAIR & REPLACEMENT FUND GRAND TOTAL			10,368.75

VENDOR #	NAME	DEPT.	AMOUNT
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24 SEWER CONSTRUCTION FUND

1423	EHRET PLUMBING & HEATING, INC.	24-00	5,118.20
1547	THOUVENOT WADE & MOERCHEN	24-00	40,409.75
5545	PLOCHER CONSTRUCTION CO., INC.	24-00	272,018.20
GO028	GONZALEZ COMPANIES, LLC	24-00	99,448.29

	**TOTAL		416,994.44
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24 SEWER CONSTRUCTION FUND	GRAND TOTAL	416,994.44
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SYS DATE:04/13/16

CITY OF BELLEVILLE  
C L A I M S H E E T

SYS TIME:13:37

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[NCS]  
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VENDOR #	NAME	DEPT.	AMOUNT
=====			
25	SEWER BOND AND INTEREST FUND		
6086	ILLINOIS EPA	25-00	11,400.66
	**TOTAL		11,400.66
	25 SEWER BOND AND INTEREST FUND	GRAND TOTAL	11,400.66

VENDOR #	NAME	DEPT.	AMOUNT
30 SPECIAL SERVICE AREA			
551	ILLINOIS AMERICAN WATER	30-00	20.42
CO139	CONSTELLATION NEWENERGY, INC	30-00	60.24
	**TOTAL		80.66
	30 SPECIAL SERVICE AREA	GRAND TOTAL	80.66

DATE: 04/18/16

VENDOR #	NAME	DEPT.	AMOUNT
38 TIF 3 (CITY OF BELLEVILLE)			
3153	SCI ENGINEERING INC	38-00	409.80
3443	KUHLMANN DESIGN GROUP	38-00	2,811.50
4058	MORROW BROTHERS FORD, INC.	38-00	21,939.00
486	HANK'S EXCAVATING & LANDSCAPING,	38-00	22,593.17
6354	AUTO ACCENTS	38-00	95.00
6563	CHRIST BROS. ASPHALT, INC.	38-00	98,976.23
EL001	ELECTRICO, INC.	38-00	7,106.70
LI011	LINDENWOOD UNIVERSITY	38-00	150,000.00
TR016	TREASURER STATE OF ILLINOIS	38-00	75,319.87
	**TOTAL		379,251.27
38 TIF 3 (CITY OF BELLEVILLE)	GRAND TOTAL		379,251.27

SYS DATE:04/13/16

CITY OF BELLEVILLE  
C L A I M S H E E T

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VENDOR #	NAME	DEPT.	AMOUNT
44	BELLEVILLE ILLINOIS TOURISM		
3586	GREATER BELLEVILE CHAMBER OF COMM	44-00	4,229.91
	**TOTAL		4,229.91
44	BELLEVILLE ILLINOIS TOURISM	GRAND TOTAL	4,229.91

VENDOR #	NAME	DEPT.	AMOUNT
=====			
65	2014 PD PROJ. CONSTRUCTION FUND		
731	MOTOROLA SOLUTIONS INC	65-00	112,797.00
IM006	IMPACT STRATEGIES INC	65-00	691,532.55
	**TOTAL		804,329.55
	65 2014 PD PROJ. CONSTRUCTION FUND GRAND TOTAL		804,329.55

SYS DATE:04/13/16

CITY OF BELLEVILLE  
C L A I M S H E E T  
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VENDOR #	NAME	DEPT.	AMOUNT
71	POLICE TRUST		
RO002	ROEHR, ED SAFETY PRODUCTS	71-00	2,450.83
	**TOTAL		2,450.83
	71 POLICE TRUST	GRAND TOTAL	2,450.83

VENDOR #	NAME	DEPT.	AMOUNT
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75 TIF 17 (EAST MAIN STREET )

6156	BELLECOURT BANQUET CENTER	75-00	13,500.00
	**TOTAL		13,500.00

75 TIF 17 (EAST MAIN STREET )	GRAND TOTAL	13,500.00
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GRAND TOTAL FOR ALL FUNDS:	2,279,652.40
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TOTAL FOR REGULAR CHECKS:	2,250,175.65
TOTAL FOR DIRECT PAY VENDORS:	29,476.75

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A/P MANUAL CHECK POSTING LIST

POSTINGS FROM ALL CHECK REGISTRATION RUNS(NR) SINCE LAST CHECK VOUCHER RUN(NCR)

=====

VENDOR #	NAME	DEPT.	AMOUNT
07	PLAYGROUND AND RECREATION		
5565	CITIZENS PARK UMPIRES	07-00	4,124.00
	**TOTAL		4,124.00
07	PLAYGROUND AND RECREATION	GRAND TOTAL	4,124.00
	GRAND TOTAL FOR ALL FUNDS--MANUAL CHECKS:		4,124.00
	GRAND TOTAL FOR ALL FUNDS--REGULAR AND MANUAL		2,283,776.40

PAYROLL BREAKDOWN AS PER G/L DISTRIBUTION REPORT

PAYROLL ENDING DATE: **15-Apr-16**

DESCRIPTION:

01 50	ADMINISTRATION	<u>14448.99</u>
01 51	POLICE	<u>273935.00</u>
01 52	FIRE	<u>185494.09</u>
01 53	STREET	<u>46386.73</u>
01 54	PARKS	<u>15602.27</u>
01 55	CEMETERY	<u>8825.66</u>
01 56	SANITATION	<u>43265.73</u>
01 60	LEGAL	<u>6596.97</u>
01 61	HOUSING & INSPECTORS	<u>24160.24</u>
01 62	ECONOMIC DEVELOPMENT & PLANNING	<u>6579.54</u>
01 82	MAYOR	<u>6248.66</u>
01 83	FINANCE	<u>5880.21</u>
01 84	HUMAN RESOURCE	<u>5334.12</u>
01 85	CLERK	<u>8945.91</u>
01 86	TREASURER	<u>3791.89</u>
01 87	MAINTENANCE	<u>16377.51</u>
01 88	ENGINEER	<u>7037.93</u>
	<b>TOTAL GENERAL FUND</b>	<b><u>678911.45</u></b>
21 75	SEWER COLLECTIONS	<u>9415.56</u>
21 77	SEWER LINES	<u>15241.33</u>
21 78	SEWER PLANT	<u>50002.55</u>
	<b>TOTAL SEWER DEPARTMENT</b>	<b><u>74659.44</u></b>
4	LIBRARY	<u>30899.23</u>
7	RECREATION	<u>12714.13</u>
16	Employer's Portion of FICA (06-00-21500) cr	<u>33050.72</u>
	<b>*****TOTAL PAYROLL</b>	<b><u>830234.97</u></b>

GENERAL FUND

01

CASH

CASH IN BANK	\$ 1,217,373.43	
CASH IN BANK-CONTINENTAL MAGNA	0.00	
CASH IN BANK-RICHLAND CREEK FLOO	26,115.19	
CASH IN BANK-EPAY	0.00	
CASH IN BANK-IKE GRANT/WAGNER	0.00	
PETTY CASH	1,425.00	
HISTORICAL PRESERVATION-SAVINGS	3,070.83	
INVESTMENTS	28,537.50	
INVESTMENTS - BANK OF BELLEVILLE	<u>52,149.67</u>	
	\$ 1,328,671.62	
<u>CASH BALANCE, MARCH 1, 2016</u>		\$ 1,328,671.62

RECEIPTS

UTILITY TAX	\$ 318,194.58
HOTEL/MOTEL TAX	5,439.79-
LIQUOR LICENSE	18,190.00
BUSINESS LICENSE	6,480.00
FRANCHISE FEES	25,015.00
BUILDING & SIGN PERMITS	6,237.00
ELECTRICAL PERMITS	2,525.00
ELECTRICAL TESTING FEE	50.00
PLUMBING PERMITS	681.00
HVAC PERMITS	165.00
OCCUPANCY PERMITS	13,750.00
BUSINESS OCCUPANCY PERMITS	900.00
HOUSING INSPECTION FEES	15,900.00
CRIME FREE HOUSING	1,475.00
FIRE INSPECTION FEES	4,292.50
EXCAVATION PERMITS	125.00
PARKING PERMITS	1,476.00
STATE INCOME TAX	439,085.21
REPLACEMENT TAX	29,442.13
SALES TAX	533,391.78
LEASED CAR TAX	1,075.51
TELECOMMUNICATIONS TAX	126,005.01
PARKWAY NORTH BUS DIST SALE TAX	3,616.85
LOCAL USE TAX	122,061.91
HOME RULE SALES TAX	219,394.17
GAMING FEES	19,139.31
COURT FINES	8,337.40
POLICE DEPT VEHICLE DIST.	2,022.14
DUI ENFORCEMENT DISTRIBUTION	1,318.89
VEHICLE TOW RELEASE FEES	9,400.00
S.O. REGISTRATION FEES	210.00
PARKING FINES	2,145.00
METER COLLECTIONS	10,015.83
TRASH DISPOSAL CHARGES	267,261.13
TRASH TOTES	500.00
CEMETERY INCOME - BURIALS	1,700.00
CEMETERY INCOME-SALE LOTS/GRAVES	1,200.00
LIEN FEES	200.00
WEED CUTTING SERVICES	5,021.33
OTHER SALES & SERVICES	1,490.50
INTEREST INCOME	493.26
RENTAL INCOME	200.00

GENERAL FUND

01

LEASE'S-SPRINT TOWER	766.87
LEASE'S-OTHER	1,983.38
DONATIONS-HISTORIC PRESERVATION	0.68
REIMB. ADMINISTRATION	50,488.50
REIMB. POLICE DEPARTMENT	25,641.76
REIMB. FIRE DEPARTMENT	31,117.96
REIMB. PARKS DEPARTMENT	142.78
REIMB. HEALTH & SANITATION	25.00
REIMB. HEALTH & HOUSING	889.25
EPAYABLE PROCESSING INCOME	514.75
MISCELLANEOUS INCOME	80.75
	<u>\$ 2,326,395.33</u>

<u>TOTAL RECEIPTS</u>	\$ 2,326,395.33
<u>TOTAL CASH AVAILABLE</u>	\$ 3,655,066.95

DISBURSEMENTS

ADMINISTRATION

SALARIES - REGULAR	\$ 28,897.98
HOSPITAL INSURANCE	2,364.95
RETIREES HEALTH INSURANCE	27,933.41
OTHER PROFESSIONAL SERVICES	6,357.02
TELEPHONE	6,894.27
PUBLICATIONS	182.00
UTILITIES	35,393.50
STREET LIGHTING	44,957.03
FEES & PERMITS	641.00
RENTALS	396.00
RISK MANAGEMENT	10,565.67
OPERATING SUPPLIES	803.32
INTEREST PKWY NORTH NOTES	8,806.01
DISASTER EXPENSES	3,740.91

POLICE DEPARTMENT

POLICE SALARIES-REGULAR	492,408.82
SALARIES - PART-TIME	3,624.51
SALARIES - OVERTIME	51,404.13
PAGER PAY	275.00
HOSPITAL INSURANCE	78,828.96
MAINTENANCE SERVICE - EQUIPMENT	14,049.84
MAINTENANCE SERVICE - VEHICLES	9,965.90
OTHER PROFESSIONAL SERVICES	1,571.00
TELEPHONE	2,775.67
PRINTING	996.73
TRAVEL EXPENSE	1,582.74
PUBLICATIONS	29.17
RENTALS	2,200.59
RISK MANAGEMENT	53,906.25
OFFICE SUPPLIES	364.78
OPERATING SUPPLIES	8,282.07
AUTOMOTIVE FUEL/OIL	8,806.94
EQUIPMENT	296.06
MISCELLANEOUS EXPENSE	40.00

FIRE DEPARTMENT

GENERAL FUND

01

SALARIES - REGULAR	351,344.20
SALARIES - OVERTIME	22,033.49
HOSPITAL INSURANCE	51,256.77
MAINTENANCE SERVICE - EQUIPMENT	9,320.01
MAINTENANCE SERVICE - VEHICLES	1,007.40
OTHER PROFESSIONAL SERVICES	8,286.50
TELEPHONE	1,417.52
TRAVEL EXPENSE	678.67-
TRAINING EXPENSE	13,281.58
TUITION REIMBURSEMENT	3,094.00
RENTALS	296.41
RISK MANAGEMENT	60,375.00
MAINT/SUPPLIES EQUIPMENT	1,494.75
MAINTENANCE SUPPLIES - VEHICLE	4,728.20
OFFICE SUPPLIES	391.10
OPERATING SUPPLIES	980.59
JANITORIAL SUPPLIES	789.00
AUTOMOTIVE FUEL/OIL	1,705.14
EQUIPMENT	1,104.41
COMMUNITY RELATIONS	332.15
CANINE EXPENSE	499.00
FIRE PREVENTION EXPENSE	630.53
MISCELLANEOUS EXPENSE	39.86
STREETS	

SALARIES - REGULAR	74,294.90
SALARIES - OVERTIME	8,698.20
HEALTH INSURANCE	14,047.61
UNEMPLOYMENT INSURANCE	3,186.00
MAINTENANCE SERVICE - EQUIPMENT	32.50
MAINTENANCE SERVICE - STREETS	1,480.25
MAINTENANCE SERVICE - GROUNDS	832.00
OTHER PROFESSIONAL SERVICES	409.67
TELEPHONE	704.50
RENTALS	274.72
RISK MANAGEMENT	19,406.25
MAINTENANCE SUPPLIES- EQUIPMENT	1,652.89
MAINTENANCE SUPPLIES - VEHICLES	4,017.58
MAINTENANCE SUPPLIES - STREETS	2,401.38
MAINT-SUPPLIES INFRASTRUCTURE	558.00
MAINTENANCE SUPPLIES- GROUNDS	307.62
MAINTENANCE SUPPLIES-TRAFFIC CON	12,776.77
OFFICE SUPPLIES	495.47
OPERATING SUPPLIES	693.62
SMALL TOOLS	5,198.88
AUTOMOTIVE FUEL/OIL	5,950.31
PARKS DEPARTMENT	

SALARIES - REGULAR	20,888.70
SALARIES - PART TIME	4,093.26
SALARIES - OVERTIME	73.49
HOSPITAL INSURANCE	4,302.18
MAINTENANCE SERVICE - BUILDING	610.90
OTHER PROFESSIONAL SERVICES	581.28
TELEPHONE	1,311.91
TRAINING	180.00
UTILITIES	8,261.79

GENERAL FUND

01

RENTALS	811.38
RISK MANAGEMENT	3,482.34
MAINT/SUPPLIES EQUIPMENT	1,197.08
MAINT/SUPPLIES VEHICLES	465.95
MAINTENANCE SUPPLIES - GROUNDS	246.30
MAINTENANCE SUPPLIES - OTHER	454.22
OPERATING SUPPLIES	953.26
SMALL TOOLS	65.64
JANITORIAL SUPPLIES	97.57
AUTOMOTIVE FUEL/OIL	722.76

CEMETERY DEPARTMENT

SALARIES - REGULAR	8,047.56
SALARIES - OVERTIME	301.78
HOSPITAL INSURANCE	1,018.48
OTHER PROFESSIONAL SERVICES	325.00
TELEPHONE	158.99
RISK MANAGEMENT	3,018.75
MAINTENANCE SUPPLIES - EQUIPMENT	246.40
OPERATING SUPPLIES	131.93
JANITORIAL SUPPLIES	87.78
AUTOMOTIVE FUEL/OIL	1,423.37

HEALTH & SANITATION

SALARIES - REGULAR	63,350.24
SALARIES - PART TIME	88.00
SALARIES - OVERTIME	6,622.50
HOSPITAL INSURANCE	11,695.34
MAINTENANCE SERVICE - BUILDING	2,760.00
MAINTENANCE SERVICE - VEHICLES	16,949.67
OTHER PROFESSIONAL SERVICES	552.55
TELEPHONE	920.59
LANDFILL FEES	71,588.47
FEES & PERMITS	289.00
RISK MANAGEMENT	33,853.11
MAINTENANCE SUPPLIES - VEHICLE	10,421.75
OPERATING SUPPLIES	1,160.16
AUTOMOTIVE FUEL/OIL	6,147.21
EQUIPMENT	9,770.00

POLICE & FIRE COMM.  
LEGAL DEPARTMENT

SALARIES - REGULAR	13,193.94
HOSPITAL INSURANCE	5.75
OTHER PROFESSIONAL SERVICES	135.75
PUBLISHING	807.00
TRAINING	165.00
PUBLICATIONS	338.99

HEALTH & HOUSING

SALARIES - REGULAR	43,950.66
SALARIES - PART TIME	4,212.22
HOSPITAL INSURANCE	8,490.85
MAINTENANCE SERVICE - VEHICLES	127.90
OTHER PROFESSIONAL SERVICES	1,930.00
TELEPHONE	419.12
PRINTING	95.00

GENERAL FUND

01

TRAVEL EXPENSE	582.70
FEES & PERMITS	117.00
RENTAL	169.00
RISK MANAGEMENT	431.25
OFFICE SUPPLIES	69.24
OPERATING SUPPLIES	537.77
AUTOMOTIVE FUEL/OIL	656.71

PLANNING & ECONOMIC DEVELOPMENT

SALARIES - REGULAR	13,159.08
HOSPITAL INSURANCE	2,380.08
TELEPHONE	52.33
PUBLISHING	201.78
OPERATING SUPPLIES	686.95
AUTOMOTIVE FUEL/OIL	11.10

MAYOR

SALARIES - REGULAR	12,497.32
HOSPITAL INSURANCE	2,310.48
OTHER PROFESSIONAL SERVICES	103.00
TELEPHONE	100.23
TRAVEL EXPENSE	25.00
OFFICE SUPPLIES	160.68
AUTOMOTIVE FUEL/OIL	60.24

FINANCE

SALARIES - REGULAR	11,760.42
HOSPITAL INSURANCE	1,847.78

HUMAN RESOURCES/COMMUNITY DEV

SALARIES - REGULAR	10,668.24
HOSPITAL INSURANCE	994.54
MEDICAL SERVICE	776.00
OTHER PROFESSIONAL SERVICES	29.75
RENTALS	160.00
OFFICE SUPPLIES	164.82

CLERKS

SALARIES - REGULAR	17,891.82
HOSPITAL INSURANCE	3,376.77
OTHER PROFESSIONAL SERVICES	498.01
PRINTING	120.00
OFFICE SUPPLIES	371.68
OPERATING SUPPLIES	36.61
EQUIPMENT	69.62

TREASURER

SALARIES - REGULAR	8,154.18
HOSPITAL INSURANCE	2,246.65

MAINTENANCE

SALARIES - REGULAR	32,755.02
SALARIES - OVER TIME	400.99
HOSPITAL INSURANCE	5,863.18
MAINTENANCE SERVICE - BUILDING	5,185.75
MAINTENANCE SERVICE - POLICE	15.46
MAINTENANCE SERVICE - FIRE	10,386.90

GENERAL FUND

01

MAINTENANCE SERVICE - STREET	119.15
MAINTENANCE SERVICE - SANITATION	31.82
MAINTENANCE SERVICE - EQUIPMENT	36.79
MAINTENANCE SERVICE - VEHICLES	9.13
MAINTENANCE SERVICE - GROUNDS	242.08
TELEPHONE	304.34
DUES	125.00
RENTAL	13.00
RISK MANAGEMENT	1,725.00
OPERATING SUPPLIES	4.50
JANITORIAL SUPPLIES	3,608.67
AUTOMOTIVE FUEL/OIL	352.78
EQUIPMENT	9.48

ENGINEERING

SALARIES - REGULAR	12,616.06
SALARIES - PART TIME	4,247.75
HOSPITAL INSURANCE	2,175.71
MAINTENANCE SERVICE - VEHICLE	524.08
TELEPHONE	141.29
PUBLISHING	194.70
TRAINING	250.49
RENTALS	156.00
OFFICE SUPPLIES	73.25
OPERATING SUPPLIES	61.00
AUTOMOTIVE FUEL/OIL	35.91

\$ 2,149,235.22

TOTAL DISBURSEMENTS

\$ 2,149,235.22

OTHER FINANCING SOURCES & USES

DUE FROM OTHER FUNDS	\$ 27,732.96
DUE TO 06 PAYROLL	<u>677,021.54-</u>
	\$ 649,288.58-

TOTAL OTHER FIN. SOURCES & USES

\$ 649,288.58-

CASH

CASH IN BANK	\$ 745,227.89
CASH IN BANK-CONTINENTAL MAGNA	0.00
CASH IN BANK-RICHLAND CREEK FLOO	26,115.19
CASH IN BANK-EPAY	0.00
CASH IN BANK-IKE GRANT/WAGNER	0.00
PETTY CASH	1,425.00
HISTORICAL PRESERVATION-SAVINGS	3,071.51
INVESTMENTS	28,537.50
INVESTMENTS - BANK OF BELLEVILLE	<u>52,166.06</u>
	\$ 856,543.15

CASH ON DEPOSIT, MARCH 31, 2016

\$ 856,543.15

PARKS PROJECT FUND

02

CASH

CASH IN BANK	\$	3,099.03
CASH IN BANK-OPEN SPACES ACCT.		137,207.10
PETTY CASH		0.00
INVESTMENTS		1,981.96
INVESTMENTS - BANK OF BELLEVILLE		<u>20,843.68</u>
	\$	163,131.77

CASH BALANCE, MARCH 1, 2016 \$ 163,131.77

RECEIPTS

REVENUE

INTEREST INCOME	\$	0.62
INTEREST INCOME-OPEN SPACES ACCT		<u>36.75</u>
	\$	37.37

TOTAL RECEIPTS \$ 37.37

TOTAL CASH AVAILABLE \$ 163,169.14

DISBURSEMENTS

EXPENSES

\$ 0.00

TOTAL DISBURSEMENTS \$ 0.00

CASH

CASH IN BANK	\$	3,099.65
CASH IN BANK-OPEN SPACES ACCT.		137,237.30
PETTY CASH		0.00
INVESTMENTS		1,981.96
INVESTMENTS - BANK OF BELLEVILLE		<u>20,850.23</u>
	\$	163,169.14

CASH ON DEPOSIT, MARCH 31, 2016 \$ 163,169.14

INSURANCE FUND

03

CASH

CASH IN BANK

\$ 10,269.66  
\$ 10,269.66

CASH BALANCE, MARCH 1, 2016

\$ 10,269.66

RECEIPTS

REVENUE

HEALTH INSURANCE PREMIUMS  
INTEREST INCOME

\$ 345,022.91  
3.19  
\$ 345,026.10

TOTAL RECEIPTS

\$ 345,026.10

TOTAL CASH AVAILABLE

\$ 355,295.76

DISBURSEMENTS

EXPENSES

OTHER PROFESSIONAL SERVICES  
CLAIMS PAYMENTS

\$ 107,270.38  
222,725.78  
\$ 329,996.16

TOTAL DISBURSEMENTS

\$ 329,996.16

OTHER FINANCING SOURCES & USES

DUE TO OTHER FUND

\$ 25,000.00-  
\$ 25,000.00-

TOTAL OTHER FIN. SOURCES & USES

\$ 25,000.00-

CASH

CASH IN BANK

\$ 299.60  
\$ 299.60

CASH ON DEPOSIT, MARCH 31, 2016

\$ 299.60

LIBRARY

04

CASH

CASH IN BANK	\$	315,651.34	
CASH IN BANK-RESERVE ACCOUNT		162,568.55	
CASH IN BANK - BRIDGING THE GAP		0.00	
CASH IN BANK - LIBRARY CONST		0.00	
CASH IN BANK - IPTIP		0.00	
PETTY CASH		700.00	
KATHLEEN PAYNE SAVINGS ACCT.		0.00	
WALKING TOUR GUIDE SAVINGS ACCT.		0.00	
BOOK SALE SAVINGS ACCT.		0.00	
FILM PROJECTOR SAVINGS ACCT.		0.00	
INVESTMENTS		10,570.48	
INVESTMENTS - BANK OF BELLEVILLE		<u>57,320.12</u>	
	\$	546,810.49	
<u>CASH BALANCE, MARCH 1, 2016</u>			\$ 546,810.49

RECEIPTS

REVENUE

REPLACEMENT TAX	\$	3,579.55	
BOOK FINES		1,367.46	
BOOK SALE		116.67	
GENEALOGY		67.50	
MICROFILM		52.25	
NON-RESIDENT LIBRARY CARDS		2,331.00	
INTEREST INCOME		55.78	
INTEREST INCOME-RESERVE ACCOUNT		51.74	
DONATIONS		245.76	
DONATION - SUMMER READING CLUB		2,636.99	
REIMBURSEMENTS		6,826.67	
MISCELLANEOUS INCOME		<u>1,626.25</u>	
	\$	18,957.62	
<u>TOTAL RECEIPTS</u>			\$ <u>18,957.62</u>
<u>TOTAL CASH AVAILABLE</u>			\$ 565,768.11

DISBURSEMENTS

EXPENSES

SALARIES - REGULAR	\$	47,724.01
SALARIES - PART TIME		12,873.39
HOSPITAL INSURANCE		8,664.77
RETIRES HEALTH INSURANCE		94.63
SOCIAL SECURITY EXP		6,991.40
I.M.R.F.		8,290.88
MAINTENANCE SERVICE - BUILDING		4,205.92
MAINTENANCE SERVICE-OFFICE EQUIP		162.00-
DATA PROCESSING SERVICE		1,150.00
POSTAGE		103.97
TELEPHONE		5,628.09
UTILITIES		2,177.76
RISK MANAGEMENT		3,665.61
OPERATING SUPPLIES		1,242.26
PERIODICALS		480.00
BOOKS		4,492.40

LIBRARY

04

TOTAL DISBURSEMENTS \$ 107,623.09 \$ 107,623.09

OTHER FINANCING SOURCES & USES

DUE TO OTHER FUND \$ 1,017.04  
DUE TO 06 PAYROLL \$ 30,793.56-  
TOTAL OTHER FIN. SOURCES & USES \$ 29,776.52- \$ 29,776.52-

CASH

CASH IN BANK \$ 197,151.06  
CASH IN BANK-RESERVE ACCOUNT 162,608.83  
CASH IN BANK - BRIDGING THE GAP 0.00  
CASH IN BANK - LIBRARY CONST 0.00  
CASH IN BANK - IPTIP 0.00  
PETTY CASH 700.00  
KATHLEEN PAYNE SAVINGS ACCT. 0.00  
WALKING TOUR GUIDE SAVINGS ACCT. 0.00  
BOOK SALE SAVINGS ACCT. 0.00  
FILM PROJECTOR SAVINGS ACCT. 0.00  
INVESTMENTS 10,570.48  
INVESTMENTS - BANK OF BELLEVILLE 57,338.13  
CASH ON DEPOSIT, MARCH 31, 2016 \$ 428,368.50 \$ 428,368.50

PAYROLL ACCOUNT

06

CASH

CASH IN BANK \$ 40,767.17  
\$ 40,767.17

CASH BALANCE, MARCH 1, 2016 \$ 40,767.17

RECEIPTS

INTEREST INCOME \$ 11.97  
\$ 11.97

TOTAL RECEIPTS \$ 11.97

TOTAL CASH AVAILABLE \$ 40,779.14

DISBURSEMENTS

\$ 0.00

TOTAL DISBURSEMENTS \$ 0.00

OTHER FINANCING SOURCES & USES

DUE FROM GENERAL FUND \$ 175.00  
SOCIAL SECURITY TAXES PAYABLE 32,327.68-  
IMRF PAYABLE 2,619.79-  
UNITED WAY PAYABLE 24.41  
MUTUAL OF OMAHA 31.46  
VOL. DEDUCTIONS PAYABLE 180.44-  
AMER. FAMILY LIFE 133.06

\$ 34,763.98-  
TOTAL OTHER FIN. SOURCES & USES \$ 34,763.98-

CASH

CASH IN BANK \$ 6,015.16  
\$ 6,015.16

CASH ON DEPOSIT, MARCH 31, 2016 \$ 6,015.16

PLAYGROUND AND RECREATION 07

CASH

CASH IN BANK	\$ 1,042,026.46	
CASH IN BANK - IPTIP	0.00	
PETTY CASH	380.00	
INVESTMENTS	18,626.52	
INVESTMENTS - BANK OF BELLEVILLE	<u>187,593.14</u>	
	\$ 1,248,626.12	

CASH BALANCE, MARCH 1, 2016 \$ 1,248,626.12

RECEIPTS

REVENUE

OTHER SALES & SERVICES	\$ 53,980.35	
SALES OF CONCESSION	292.80	
INTEREST INCOME	286.17	
RENTAL INCOME	7,150.50	
DONATIONS	<u>3,185.47</u>	
	\$ 64,895.29	

TOTAL RECEIPTS \$ 64,895.29

TOTAL CASH AVAILABLE \$ 1,313,521.41

DISBURSEMENTS

EXPENSES

SALARIES - REGULAR	\$ 19,172.36	
SALARIES - PART TIME	8,539.83	
HOSPITAL INSURANCE	2,062.26	
RETIREES HEALTH INSURANCE	7.30	
SOCIAL SECURITY EXP	3,120.84	
I.M.R.F.	2,777.31	
MAINTENANCE SERVICE - EQUIPMENT	880.00	
OTHER PROFESSIONAL SERVICES	4,515.58	
TELEPHONE	394.12	
FEES & PERMITS	861.00	
RENTAL	465.31	
RISK MANAGEMENT	3,665.61	
OFFICE SUPPLIES	430.43	
OPERATING SUPPLIES	3,880.16	
EQUIPMENT	369.99	
MISCELLANEOUS EXPENSE	<u>200.00</u>	
	\$ 51,342.10	

TOTAL DISBURSEMENTS \$ 51,342.10

OTHER FINANCING SOURCES & USES

DUE TO 06 PAYROLL	\$ <u>13,083.07-</u>	
	\$ 13,083.07-	
<u>TOTAL OTHER FIN. SOURCES &amp; USES</u>		\$ 13,083.07-

CASH

CASH IN BANK	\$ 1,042,437.62	
CASH IN BANK - IPTIP	0.00	
PETTY CASH	380.00	

PERIOD: MAR 2016  
SYS DATE 041216 [GCT]

CITY OF BELLEVILLE  
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PLAYGROUND AND RECREATION 07

INVESTMENTS	18,626.52	
INVESTMENTS - BANK OF BELLEVILLE	<u>187,652.10</u>	
	\$ 1,249,096.24	
<u>CASH ON DEPOSIT, MARCH 31, 2016</u>		\$ 1,249,096.24

TIF 1 (NW SQUARE)

09

CASH

CASH IN BANK \$ 6,805.00  
INVESTMENTS 0.00  
\$ 6,805.00

CASH BALANCE, MARCH 1, 2016 \$ 6,805.00

RECEIPTS

REVENUE

INTEREST INCOME \$ 1.23  
\$ 1.23

TOTAL RECEIPTS \$ 1.23  
TOTAL CASH AVAILABLE \$ 6,806.23

DISBURSEMENTS

EXPENSES

OTHER PROFESSIONAL SERVICES \$ 1,236.00  
\$ 1,236.00

TOTAL DISBURSEMENTS \$ 1,236.00

CASH

CASH IN BANK \$ 5,570.23  
INVESTMENTS 0.00  
\$ 5,570.23

CASH ON DEPOSIT, MARCH 31, 2016 \$ 5,570.23

TIF 2 (NE SQUARE)

10

CASH

CASH IN BANK	\$ 73,584.80
INVESTMENTS	792.78
INVESTMENTS - BANK OF BELLEVILLE	<u>10,421.84</u>
	\$ 84,799.42

CASH BALANCE, MARCH 1, 2016 \$ 84,799.42

RECEIPTS

REVENUE

INTEREST INCOME	\$ <u>19.45</u>
	\$ 19.45

TOTAL RECEIPTS \$ 19.45

TOTAL CASH AVAILABLE \$ 84,818.87

DISBURSEMENTS

EXPENSES

OTHER PROFESSIONAL SERVICES	\$ <u>396.00</u>
	\$ 396.00

TOTAL DISBURSEMENTS \$ 396.00

CASH

CASH IN BANK	\$ 73,204.97
INVESTMENTS	792.78
INVESTMENTS - BANK OF BELLEVILLE	<u>10,425.12</u>
	\$ 84,422.87

CASH ON DEPOSIT, MARCH 31, 2016 \$ 84,422.87

RETIREMENT FUND

11

CASH

CASH IN BANK \$ 264,183.48  
CASH IN BANK-IPTIP 0.00  
INVESTMENTS 0.00  
\$ 264,183.48

CASH BALANCE, MARCH 1, 2016 \$ 264,183.48

RECEIPTS

REVENUE

INTEREST INCOME \$ 40.73  
\$ 40.73

TOTAL RECEIPTS \$ 40.73

TOTAL CASH AVAILABLE \$ 264,224.21

DISBURSEMENTS

EXPENSES

SOCIAL SECURITY \$ 93,702.92  
I.M.R.F. 60,056.67  
\$ 153,759.59

TOTAL DISBURSEMENTS \$ 153,759.59

OTHER FINANCING SOURCES & USES

DUE TO 06 PAYROLL \$ 23,245.42  
\$ 23,245.42

TOTAL OTHER FIN. SOURCES & USES \$ 23,245.42

CASH

CASH IN BANK \$ 133,710.04  
CASH IN BANK-IPTIP 0.00  
INVESTMENTS 0.00  
\$ 133,710.04

CASH ON DEPOSIT, MARCH 31, 2016 \$ 133,710.04

DEPARTMENT OF CONSERVATION 12

<u>CASH</u>			
CASH IN BANK	\$	0.00	
INVESTMENTS		<u>0.00</u>	
	\$	0.00	
<u>CASH BALANCE, MARCH 1, 2016</u>			\$ 0.00
<u>RECEIPTS</u>			
REVENUE			
	\$	<u>0.00</u>	
<u>TOTAL RECEIPTS</u>			\$ <u>0.00</u>
<u>TOTAL CASH AVAILABLE</u>			\$ <u>0.00</u>
<u>DISBURSEMENTS</u>			
EXPENSES			
	\$	<u>0.00</u>	
<u>TOTAL DISBURSEMENTS</u>			\$ 0.00
<u>CASH</u>			
CASH IN BANK	\$	0.00	
INVESTMENTS		<u>0.00</u>	
	\$	0.00	
<u>CASH ON DEPOSIT, MARCH 31, 2016</u>			\$ <u>0.00</u>



FOUNTAIN FUND

14

CASH

CASH IN BANK \$ 5,323.26  
INVESTMENTS 0.00  
\$ 5,323.26

CASH BALANCE, MARCH 1, 2016 \$ 5,323.26

RECEIPTS

REVENUE

INTEREST INCOME \$ 1.14  
\$ 1.14

TOTAL RECEIPTS \$ 1.14  
TOTAL CASH AVAILABLE \$ 5,324.40

DISBURSEMENTS

EXPENSES

UTILITIES \$ 96.12  
\$ 96.12

TOTAL DISBURSEMENTS \$ 96.12

CASH

CASH IN BANK \$ 5,228.28  
INVESTMENTS 0.00  
\$ 5,228.28

CASH ON DEPOSIT, MARCH 31, 2016 \$ 5,228.28

TORT LIABILITY FUND

15

CASH

CASH IN BANK \$ 296,496.76  
CASH IN BANK-CLAIMS ONE 345.46  
CASH IN BANK - UST RESERVE 20,008.94  
INVESTMENTS 0.00  
\$ 316,851.16

CASH BALANCE, MARCH 1, 2016 \$ 316,851.16

RECEIPTS

REVENUE

INTEREST INCOME \$ 68.45  
REIMBURSEMENTS 26,291.93  
\$ 26,360.38

TOTAL RECEIPTS \$ 26,360.38

TOTAL CASH AVAILABLE \$ 343,211.54

DISBURSEMENTS

EXPENSES

RISK MANAGEMENT \$ 59,414.63  
\$ 59,414.63

TOTAL DISBURSEMENTS \$ 59,414.63

CASH

CASH IN BANK \$ 263,435.96  
CASH IN BANK-CLAIMS ONE 347.61  
CASH IN BANK - UST RESERVE 20,013.34  
INVESTMENTS 0.00  
\$ 283,796.91

CASH ON DEPOSIT, MARCH 31, 2016 \$ 283,796.91

SWIMMING POOL FUND

16

CASH

CASH IN BANK	\$	0.00
PETTY CASH		0.00
INVESTMENTS		<u>0.00</u>
	\$	0.00

CASH BALANCE, MARCH 1, 2016 \$ 0.00

RECEIPTS

REVENUE

\$ 0.00

TOTAL RECEIPTS \$ 0.00

TOTAL CASH AVAILABLE \$ 0.00

DISBURSEMENTS

EXPENSES

\$ 0.00

TOTAL DISBURSEMENTS \$ 0.00

CASH

CASH IN BANK	\$	0.00
PETTY CASH		0.00
INVESTMENTS		<u>0.00</u>
	\$	0.00

CASH ON DEPOSIT, MARCH 31, 2016 \$ 0.00

WALNUT HILL FUTURE CARE FUND 18

<u>CASH</u>			
CASH IN BANK	\$	400.25	
INVESTMENTS		<u>235,578.51</u>	
	\$	235,978.76	
<u>CASH BALANCE, MARCH 1, 2016</u>			\$ 235,978.76
<u>RECEIPTS</u>			
REVENUE			
INTEREST INCOME	\$	269.51	
UNREALIZED GAIN (LOSSES) INVEST		<u>814.13</u>	
	\$	1,083.64	
<u>TOTAL RECEIPTS</u>			\$ <u>1,083.64</u>
<u>TOTAL CASH AVAILABLE</u>			\$ 237,062.40
<u>DISBURSEMENTS</u>			
EXPENSES			
	\$	<u>0.00</u>	
<u>TOTAL DISBURSEMENTS</u>			\$ 0.00
<u>CASH</u>			
CASH IN BANK	\$	400.33	
INVESTMENTS		<u>236,662.07</u>	
	\$	237,062.40	
<u>CASH ON DEPOSIT, MARCH 31, 2016</u>			\$ <u>237,062.40</u>

SEWER OPERATION & MAINTENANCE 21

CASH

CASH IN BANK	\$ 2,896,377.83	
CASH IN BANK - EPAY	0.00	
PETTY CASH	454.43	
INVESTMENTS	66,065.41	
INVESTMENTS - BANK OF BELLEVILLE	<u>521,092.07</u>	
	\$ 3,483,989.74	
<u>CASH BALANCE, MARCH 1, 2016</u>		\$ 3,483,989.74

RECEIPTS

REVENUE

SEWER CHARGES	\$ 533,172.90	
COLLECTION - ST CLAIR TOWNSHIP	32,353.80	
SEWER LINE INSURANCE	10,584.78	
GARBAGE CHARGES	9,019.94-	
LIEN FEES	100.00	
INTEREST INCOME	809.47	
MISCELLANEOUS INCOME	<u>6,929.03</u>	
	\$ 574,930.04	
<u>TOTAL RECEIPTS</u>		\$ <u>574,930.04</u>
<u>TOTAL CASH AVAILABLE</u>		\$ 4,058,919.78

DISBURSEMENTS

EXPENSES

INTERFUND OPERATING TRANSFER SEWER COLLECTION	\$ 295,389.77	
SALARIES - REGULAR	19,667.52	
HOSPITAL INSURANCE	2,648.35	
SOCIAL SECURITY	2,224.86	
I.M.R.F.	2,190.84	
DATA PROCESSING SERVICE	1,698.57	
OTHER PROFESSIONAL SERVICES	8,048.16	
POSTAGE	7,445.86	
ST CLAIR TOWNSHIP SEWERS	216.80	
STOOKEY TOWNSHIP SEWER	23,804.63	
FEES & PERMITS	356.45	
OFFICE SUPPLIES	107.02	
EQUIPMENT	49.99	
SEWER LINES		
SALARIES - REGULAR	29,208.46	
SALARIES - OVERTIME	535.92	
PAGER PAY	389.23	
HOSPITAL INSURANCE	5,745.10	
RETIREEES HEALTH INSURANCE	48.17	
SOCIAL SECURITY	3,511.11	
I.M.R.F.	2,745.98	
MAINTENANCE SERVICE - EQUIPMENT	559.88	
MAINTENANCE SERVICE - VEHICLES	23.36	
MAINTENANCE SERVICE - SYSTEM	481.04	
TELEPHONE	129.48	

SEWER OPERATION & MAINTENANCE 21

RISK MANAGEMENT	8,409.37
MAINTENANCE SUPPLIES - OTHER	759.91
OPERATING SUPPLIES	712.34
AUTOMOTIVE FUEL/OIL	1,326.37
CHEMICAL SUPPLIES	2,642.05
EQUIPMENT	2,621.90

SEWER PLANT

SALARIES - REGULAR	91,475.76
SALARIES - OVERTIME	4,472.49
PAGER PAY	1,730.78
HOSPITAL INSURANCE	13,180.25
RETIREES HEALTH INSURANCE	51.47
UNEMPLOYMENT INSURANCE	426.00
SOCIAL SECURITY	11,232.09
I. M. R. F.	11,966.30
MAINTENANCE SERVICE - BUILDING	867.19
MAINTENANCE SERVICE - EQUIPMENT	15,502.12
MAINTENANCE SERVICE - VEHICLES	3,580.48
MAINTENANCE SERVICE-GROUNDS	241.00
OTHER PROFESSIONAL SERVICE	1,921.78
POSTAGE	12.95
TELEPHONE	3,312.76
TRAINING	900.00
UTILITIES	65,305.63
SLUDGE REMOVAL	2,430.00
RENTAL	126.00
RISK MANAGEMENT	12,506.25
MAINTENANCE SUPPLIES - EQUIP.	3,367.13
MAINTENANCE SUPPLIES - OTHER	1,745.57
OFFICE SUPPLIES	162.57
OPERATING SUPPLIES	767.84
JANITORIAL SUPPLIES	65.80
AUTOMOTIVE FUEL/OIL	991.65
CHEMICAL SUPPLIES	11,243.19
BUILDINGS	131.55
EQUIPMENT	<u>3,645.11</u>

\$ 687,060.20	\$ 687,060.20
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TOTAL DISBURSEMENTS

OTHER FINANCING SOURCES & USES

ACCOUNTS RECEIVABLE	\$ 77,957.04
ACCT. REC. SEWER LINE INS	651.16
DUE TO 06 PAYROLL	<u>74,324.42-</u>
\$ 4,283.78	

<u>TOTAL OTHER FIN. SOURCES &amp; USES</u>	\$ 4,283.78
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CASH

CASH IN BANK	\$ 2,788,367.68
CASH IN BANK - EPAY	0.00
PETTY CASH	454.43
INVESTMENTS	66,065.41
INVESTMENTS - BANK OF BELLEVILLE	<u>521,255.84</u>
\$ 3,376,143.36	

<u>CASH ON DEPOSIT, MARCH 31, 2016</u>	\$ 3,376,143.36
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PERIOD: MAR 2016  
SYS DATE 041216

[GCT]

CITY OF BELLEVILLE  
TREASURER'S REPORT

SYS TIME 15:14

\_\_\_\_\_ SEWER OPERATION & MAINTENANCE 21

SEWER REPAIR & REPLACEMENT FUND 22

CASH  
CASH IN BANK \$ 662,459.34  
INVESTMENTS 13,213.08  
INVESTMENTS - BANK OF BELLEVILLE 145,905.78  
\$ 821,578.20  
CASH BALANCE, MARCH 1, 2016 \$ 821,578.20

RECEIPTS  
REVENUE  
INTEREST INCOME \$ 189.99  
\$ 189.99  
TOTAL RECEIPTS \$ 189.99  
TOTAL CASH AVAILABLE \$ 821,768.19

DISBURSEMENTS  
EXPENSES  
MAINTENANCE SERVICE - EQUIPMENT \$ 6,311.60  
INFRASTRUCTURE 353.00  
\$ 6,664.60  
TOTAL DISBURSEMENTS \$ 6,664.60

CASH  
CASH IN BANK \$ 655,938.88  
INVESTMENTS 13,213.08  
INVESTMENTS - BANK OF BELLEVILLE 145,951.63  
\$ 815,103.59  
CASH ON DEPOSIT, MARCH 31, 2016 \$ 815,103.59

SEWER CONSTRUCTION FUND 24

CASH  
CASH IN BANK \$ 1,966,101.35  
INVESTMENTS 71,357.86  
INVESTMENTS - BANK OF BELLEVILLE 41,687.37  
\$ 2,079,146.58  
CASH BALANCE, MARCH 1, 2016 \$ 2,079,146.58

RECEIPTS  
REVENUE  
SEWER CONNECTION FEES \$ 17,100.00  
TAP-IN INSPECTION FEES 1,950.00-  
INTEREST INCOME 460.82  
INTERFUND OPERATING TRANSFER 626,604.00  
\$ 642,214.82  
TOTAL RECEIPTS \$ 642,214.82  
TOTAL CASH AVAILABLE \$ 2,721,361.40

DISBURSEMENTS  
EXPENSES  
ENGINEERING \$ 126,456.68  
\$ 126,456.68  
TOTAL DISBURSEMENTS \$ 126,456.68

CASH  
CASH IN BANK \$ 2,481,846.39  
INVESTMENTS 71,357.86  
INVESTMENTS - BANK OF BELLEVILLE 41,700.47  
\$ 2,594,904.72  
CASH ON DEPOSIT, MARCH 31, 2016 \$ 2,594,904.72

SEWER BOND AND INTEREST FUND 25

CASH  
CASH IN BANK \$ 1,320,956.96  
CASH IN BANK - LTCP ACCT 122.69  
INVESTMENTS 26,426.17  
INVESTMENTS - BANK OF BELLEVILLE 260,546.04  
\$ 1,608,051.86  
CASH BALANCE, MARCH 1, 2016 \$ 1,608,051.86

RECEIPTS  
REVENUE  
IEPA LOAN \$ 476,604.00  
INTEREST INCOME 373.02  
INTERFUND OPERATING TRANSFER 145,389.77  
\$ 622,366.79  
TOTAL RECEIPTS \$ 622,366.79  
TOTAL CASH AVAILABLE \$ 2,230,418.65

DISBURSEMENTS  
EXPENSES  
PRINCIPAL - WWTP 3 \$ 47,963.66  
INTEREST EXPENSE - WWTP 3 22,672.42  
INTERFUND OPERATING TRANSFER 476,604.00  
\$ 547,240.08  
TOTAL DISBURSEMENTS \$ 547,240.08

CASH  
CASH IN BANK \$ 1,396,001.77  
CASH IN BANK - LTCP ACCT 122.71  
INVESTMENTS 26,426.17  
INVESTMENTS - BANK OF BELLEVILLE 260,627.92  
\$ 1,683,178.57  
CASH ON DEPOSIT, MARCH 31, 2016 \$ 1,683,178.57

MVPSE, OPERATION & MAINTENANCE 26

<u>CASH</u>		
CASH IN BANK	\$	0.00
CASH IN BANK - EPAY		0.00
INVESTMENTS		<u>0.00</u>
	\$	0.00
<u>CASH BALANCE, MARCH 1, 2016</u>	\$	0.00
<u>RECEIPTS</u>		
REVENUE		
	\$	<u>0.00</u>
<u>TOTAL RECEIPTS</u>	\$	<u>0.00</u>
<u>TOTAL CASH AVAILABLE</u>	\$	<u>0.00</u>
<u>DISBURSEMENTS</u>		
EXPENSES		
	\$	<u>0.00</u>
<u>TOTAL DISBURSEMENTS</u>	\$	0.00
<u>CASH</u>		
CASH IN BANK	\$	0.00
CASH IN BANK - EPAY		0.00
INVESTMENTS		<u>0.00</u>
	\$	0.00
<u>CASH ON DEPOSIT, MARCH 31, 2016</u>	\$	<u>0.00</u>

MVPSE, REPLACEMENT & IMPROVEMENT 29

CASH	\$	<u>0.00</u>	
CASH BALANCE, MARCH 1, 2016			\$ 0.00
RECEIPTS	\$	<u>0.00</u>	
TOTAL RECEIPTS			\$ <u>0.00</u>
TOTAL CASH AVAILABLE			\$ 0.00
DISBURSEMENTS	\$	<u>0.00</u>	
TOTAL DISBURSEMENTS			\$ 0.00
CASH	\$	<u>0.00</u>	
CASH ON DEPOSIT, MARCH 31, 2016			\$ <u>0.00</u>

CASH

CASH IN BANK \$ 126,764.51  
INVESTMENTS 3,963.93  
INVESTMENTS - BANK OF BELLEVILLE 20,843.68

\$ 151,572.12

CASH BALANCE, MARCH 1, 2016 \$ 151,572.12

RECEIPTS

REVENUE

INTEREST INCOME \$ 34.17  
\$ 34.17

TOTAL RECEIPTS \$ 34.17

TOTAL CASH AVAILABLE \$ 151,606.29

DISBURSEMENTS

EXPENSES

UTILITIES \$ 786.31  
RISK MANAGEMENT 614.53  
\$ 1,400.84

TOTAL DISBURSEMENTS \$ 1,400.84

CASH

CASH IN BANK \$ 125,391.29  
INVESTMENTS 3,963.93  
INVESTMENTS - BANK OF BELLEVILLE 20,850.23

\$ 150,205.45

CASH ON DEPOSIT, MARCH 31, 2016 \$ 150,205.45

WORKING CASH FUND

31

CASH

CASH IN BANK \$ 291,474.82  
INVESTMENTS 9,777.68  
INVESTMENTS - BANK OF BELLEVILLE 72,952.89  
\$ 374,205.39

CASH BALANCE, MARCH 1, 2016 \$ 374,205.39

RECEIPTS

REVENUE

INTEREST INCOME \$ 86.96  
\$ 86.96

TOTAL RECEIPTS \$ 86.96

TOTAL CASH AVAILABLE \$ 374,292.35

DISBURSEMENTS

EXPENSES

\$ 0.00

TOTAL DISBURSEMENTS \$ 0.00

CASH

CASH IN BANK \$ 291,538.85  
INVESTMENTS 9,777.68  
INVESTMENTS - BANK OF BELLEVILLE 72,975.82  
\$ 374,292.35

CASH ON DEPOSIT, MARCH 31, 2016 \$ 374,292.35

LIBRARY - GIFT ENDOWMENT 32

CASH  
CASH IN BANK \$ 24,247.72  
INVESTMENT 660.65  
INVESTMENTS - BANK OF BELLEVILLE 5,210.92  
\$ 30,119.29  
CASH BALANCE, MARCH 1, 2016 \$ 30,119.29

RECEIPTS  
REVENUE  
INTEREST INCOME \$ 6.96  
\$ 6.96  
TOTAL RECEIPTS \$ 6.96  
TOTAL CASH AVAILABLE \$ 30,126.25

DISBURSEMENTS  
EXPENSES  
TOTAL DISBURSEMENTS \$ 0.00 \$ 0.00

CASH  
CASH IN BANK \$ 24,253.04  
INVESTMENT 660.65  
INVESTMENTS - BANK OF BELLEVILLE 5,212.56  
\$ 30,126.25  
CASH ON DEPOSIT, MARCH 31, 2016 \$ 30,126.25

LIBRARY - PER CAPITA FUND 33

CASH	\$	<u>0.00</u>	
CASH BALANCE, MARCH 1, 2016			\$ 0.00
RECEIPTS	\$	<u>0.00</u>	
TOTAL RECEIPTS			\$ <u>0.00</u>
TOTAL CASH AVAILABLE			\$ 0.00
DISBURSEMENTS	\$	<u>0.00</u>	
TOTAL DISBURSEMENTS			\$ 0.00
CASH	\$	<u>0.00</u>	
CASH ON DEPOSIT, MARCH 31, 2016			\$ <u>0.00</u>

LIBRARY - CHILDREN'S FUND

34

<u>CASH</u>			
CASH IN BANK	\$	0.00	
INVESTMENTS		<u>0.00</u>	
	\$	0.00	
<u>CASH BALANCE, MARCH 1, 2016</u>			\$ 0.00
<u>RECEIPTS</u>			
REVENUE			
	\$	<u>0.00</u>	
<u>TOTAL RECEIPTS</u>			\$ <u>0.00</u>
<u>TOTAL CASH AVAILABLE</u>			\$ <u>0.00</u>
<u>DISBURSEMENTS</u>			
EXPENSES			
	\$	<u>0.00</u>	
<u>TOTAL DISBURSEMENTS</u>			\$ 0.00
<u>CASH</u>			
CASH IN BANK	\$	0.00	
INVESTMENTS		<u>0.00</u>	
	\$	0.00	
<u>CASH ON DEPOSIT, MARCH 31, 2016</u>			\$ <u>0.00</u>

CASH	\$	<u>0.00</u>	
CASH BALANCE, MARCH 1, 2016			\$ 0.00
RECEIPTS	\$	<u>0.00</u>	
TOTAL RECEIPTS			\$ <u>0.00</u>
TOTAL CASH AVAILABLE			\$ 0.00
DISBURSEMENTS	\$	<u>0.00</u>	
TOTAL DISBURSEMENTS			\$ 0.00
CASH	\$	<u>0.00</u>	
CASH ON DEPOSIT, MARCH 31, 2016			\$ <u>0.00</u>

\_\_\_\_\_  
SENIOR CITIZENS GEN. OBLIG. BOND 36

<u>CASH</u>			
CASH IN BANK	\$	0.00	
INVESTMENTS		<u>0.00</u>	
	\$	0.00	
<u>CASH BALANCE, MARCH 1, 2016</u>			\$ 0.00
<u>RECEIPTS</u>			
REVENUE			
	\$	<u>0.00</u>	
<u>TOTAL RECEIPTS</u>			\$ <u>0.00</u>
<u>TOTAL CASH AVAILABLE</u>			\$ <u>0.00</u>
<u>DISBURSEMENTS</u>			
EXPENSES			
	\$	<u>0.00</u>	
<u>TOTAL DISBURSEMENTS</u>			\$ 0.00
<u>CASH</u>			
CASH IN BANK	\$	0.00	
INVESTMENTS		<u>0.00</u>	
	\$	0.00	
<u>CASH ON DEPOSIT, MARCH 31, 2016</u>			\$ <u>0.00</u>

SALES TAX TIF DISTRICT 37

<u>CASH</u>			
CASH IN BANK	\$	0.00	
INVESTMENTS		<u>0.00</u>	
	\$	0.00	
<u>CASH BALANCE, MARCH 1, 2016</u>			\$ 0.00
<u>RECEIPTS</u>			
REVENUE			
	\$	<u>0.00</u>	
<u>TOTAL RECEIPTS</u>			\$ <u>0.00</u>
<u>TOTAL CASH AVAILABLE</u>			\$ <u>0.00</u>
<u>DISBURSEMENTS</u>			
EXPENSES			
	\$	<u>0.00</u>	
<u>TOTAL DISBURSEMENTS</u>			\$ 0.00
<u>CASH</u>			
CASH IN BANK	\$	0.00	
INVESTMENTS		<u>0.00</u>	
	\$	0.00	
<u>CASH ON DEPOSIT, MARCH 31, 2016</u>			\$ <u>0.00</u>

CASH

CASH IN BANK	\$ 7,793,007.97
CASH IN BANK-EDA BELLE VALLEY	0.00
CASH IN BANK-2011 BONDS	0.00
INVESTMENTS	72,037.04
INVESTMENTS - BANK OF BELLEVILLE	<u>625,310.49</u>
	\$ 8,490,355.50

CASH BALANCE, MARCH 1, 2016 \$ 8,490,355.50

RECEIPTS

REVENUE

INTEREST INCOME	\$ 1,825.09
LOAN PROCEEDS	<u>138,156.00</u>
	\$ 139,981.09

TOTAL RECEIPTS \$ 139,981.09

TOTAL CASH AVAILABLE \$ 8,630,336.59

DISBURSEMENTS

EXPENSES

MAINTENANCE SERVICE/BUILDING	\$ 9,824.00
ENGINEERING	119,903.41
OTHER PROFESSIONAL SERVICES	215,000.00
EQUIPMENT	14,102.00
VEHICLES	138,156.00
INFRASTRUCTURE	48,935.12
OTHER IMPROVEMENTS	<u>12,198.79</u>
	\$ 558,119.32

TOTAL DISBURSEMENTS \$ 558,119.32

CASH

CASH IN BANK	\$ 7,374,673.22
CASH IN BANK-EDA BELLE VALLEY	0.00
CASH IN BANK-2011 BONDS	0.00
INVESTMENTS	72,037.04
INVESTMENTS - BANK OF BELLEVILLE	<u>625,507.01</u>
	\$ 8,072,217.27

CASH ON DEPOSIT, MARCH 31, 2016 \$ 8,072,217.27

<u>CASH</u>			
CASH IN BANK	\$	35,117.41	
INVESTMENTS		528.51	
INVESTMENTS - BANK OF BELLEVILLE		<u>0.00</u>	
	\$	35,645.92	
<u>CASH BALANCE, MARCH 1, 2016</u>	\$		\$ 35,645.92
<u>RECEIPTS</u>			
REVENUE			
INTEREST INCOME	\$	<u>7.76</u>	
	\$	7.76	
<u>TOTAL RECEIPTS</u>			\$ <u>7.76</u>
<u>TOTAL CASH AVAILABLE</u>			\$ 35,653.68
<u>DISBURSEMENTS</u>			
EXPENSES			
	\$	<u>0.00</u>	
<u>TOTAL DISBURSEMENTS</u>	\$		\$ 0.00
<u>CASH</u>			
CASH IN BANK	\$	35,125.17	
INVESTMENTS		528.51	
INVESTMENTS - BANK OF BELLEVILLE		<u>0.00</u>	
	\$	35,653.68	
<u>CASH ON DEPOSIT, MARCH 31, 2016</u>	\$		\$ <u>35,653.68</u>

TIF 5 (EXPIRED)

40

<u>CASH</u>			
CASH IN BANK	\$	0.00	
INVESTMENTS		<u>0.00</u>	
	\$	0.00	
<u>CASH BALANCE, MARCH 1, 2016</u>			\$ 0.00
<u>RECEIPTS</u>			
REVENUE			
	\$	<u>0.00</u>	
<u>TOTAL RECEIPTS</u>			\$ <u>0.00</u>
<u>TOTAL CASH AVAILABLE</u>			\$ <u>0.00</u>
<u>DISBURSEMENTS</u>			
EXPENSES			
	\$	<u>0.00</u>	
<u>TOTAL DISBURSEMENTS</u>			\$ 0.00
<u>CASH</u>			
CASH IN BANK	\$	0.00	
INVESTMENTS		<u>0.00</u>	
	\$	0.00	
<u>CASH ON DEPOSIT, MARCH 31, 2016</u>			\$ <u>0.00</u>

TIF 6 (EXPIRED)

42

CASH

CASH IN BANK \$ 0.00  
INVESTMENTS 0.00  
\$ 0.00

CASH BALANCE, MARCH 1, 2016 \$ 0.00

RECEIPTS

REVENUE

\$ 0.00

TOTAL RECEIPTS \$ 0.00  
TOTAL CASH AVAILABLE \$ 0.00

DISBURSEMENTS

EXPENSES

\$ 0.00

TOTAL DISBURSEMENTS \$ 0.00

CASH

CASH IN BANK \$ 0.00  
INVESTMENTS 0.00  
\$ 0.00

CASH ON DEPOSIT, MARCH 31, 2016 \$ 0.00

CAPITAL PROJECTS FUND

43

CASH

CASH IN BANK	\$ 10,123.13
CASH IN BANK-RESERVE	0.00
DEP IN ESCROW	0.00
INVESTMENTS	0.00
	<u>10,123.13</u>

CASH BALANCE, MARCH 1, 2016 \$ 10,123.13

RECEIPTS

REVENUE

INTEREST INCOME	\$ <u>2.22</u>
	\$ 2.22

TOTAL RECEIPTS \$ 2.22

TOTAL CASH AVAILABLE \$ 10,125.35

DISBURSEMENTS

EXPENSES

	<u>0.00</u>
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TOTAL DISBURSEMENTS \$ 0.00

CASH

CASH IN BANK	\$ 10,125.35
CASH IN BANK-RESERVE	0.00
DEP IN ESCROW	0.00
INVESTMENTS	0.00
	<u>10,125.35</u>

CASH ON DEPOSIT, MARCH 31, 2016 \$ 10,125.35

BELLEVILLE ILLINOIS TOURISM 44

<u>CASH</u>	
CASH IN BANK	\$ 47,417.66
INVESTMENTS	<u>0.02</u>
	\$ 47,417.68
<u>CASH BALANCE, MARCH 1, 2016</u>	\$ 47,417.68
<u>RECEIPTS</u>	
REVENUE	
HOTEL/MOTEL TAX	\$ 18,094.63
INTEREST INCOME	<u>9.53</u>
	\$ 18,104.16
<u>TOTAL RECEIPTS</u>	\$ <u>18,104.16</u>
<u>TOTAL CASH AVAILABLE</u>	\$ 65,521.84
<u>DISBURSEMENTS</u>	
EXPENSES	
OTHER PROFESSIONAL SERVICES	\$ 5,806.68
TRAVEL	<u>234.52</u>
	\$ 6,041.20
<u>TOTAL DISBURSEMENTS</u>	\$ 6,041.20
<u>CASH</u>	
CASH IN BANK	\$ 59,480.62
INVESTMENTS	<u>0.02</u>
	\$ 59,480.64
<u>CASH ON DEPOSIT, MARCH 31, 2016</u>	\$ 59,480.64

2015 PD PROJECT CONSTRUCTION FUN 45

CASH

CASH IN BANK \$ 7,512,894.23  
INVESTMENTS 0.00  
INVESTMENTS - BANK OF BELLEVILLE 1,250,620.99

\$ 8,763,515.22

CASH BALANCE, MARCH 1, 2016

\$ 8,763,515.22

RECEIPTS

REVENUE

INTEREST INCOME \$ 2,043.41  
\$ 2,043.41

TOTAL RECEIPTS

\$ 2,043.41

TOTAL CASH AVAILABLE

\$ 8,765,558.63

DISBURSEMENTS

EXPENSES

\$ 0.00

TOTAL DISBURSEMENTS

\$ 0.00

CASH

CASH IN BANK \$ 7,514,544.61  
INVESTMENTS 0.00  
INVESTMENTS - BANK OF BELLEVILLE 1,251,014.02

\$ 8,765,558.63

CASH ON DEPOSIT, MARCH 31, 2016

\$ 8,765,558.63

2015 PD PROJECT DEBT SERVICE FD 46

CASH  
CASH IN BANK \$ 479,493.39  
INVESTMENTS 0.00  
INVESTMENTS - BANK OF BELLEVILLE 104,218.42  
\$ 583,711.81  
CASH BALANCE, MARCH 1, 2016 \$ 583,711.81

RECEIPTS  
REVENUE  
INTEREST INCOME \$ 138.08  
\$ 138.08  
TOTAL RECEIPTS \$ 138.08  
TOTAL CASH AVAILABLE \$ 583,849.89

DISBURSEMENTS  
EXPENSES  
TOTAL DISBURSEMENTS \$ 0.00 \$ 0.00

CASH  
CASH IN BANK \$ 479,598.72  
INVESTMENTS 0.00  
INVESTMENTS - BANK OF BELLEVILLE 104,251.17  
\$ 583,849.89  
CASH ON DEPOSIT, MARCH 31, 2016 \$ 583,849.89

TIF 7 (EXPIRED)

47

<u>CASH</u>			
CASH IN BANK	\$	0.00	
INVESTMENTS		<u>0.00</u>	
	\$	0.00	
<u>CASH BALANCE, MARCH 1, 2016</u>			\$ 0.00
<u>RECEIPTS</u>			
REVENUE			
	\$	<u>0.00</u>	
<u>TOTAL RECEIPTS</u>			\$ <u>0.00</u>
<u>TOTAL CASH AVAILABLE</u>			\$ <u>0.00</u>
<u>DISBURSEMENTS</u>			
EXPENSES			
	\$	<u>0.00</u>	
<u>TOTAL DISBURSEMENTS</u>			\$ 0.00
<u>CASH</u>			
CASH IN BANK	\$	0.00	
INVESTMENTS		<u>0.00</u>	
	\$	0.00	
<u>CASH ON DEPOSIT, MARCH 31, 2016</u>			\$ <u>0.00</u>

ROTARY PARK FUND

48

<u>CASH</u>			
CASH IN BANK	\$	0.00	
INVESTMENTS		<u>0.00</u>	
	\$	0.00	
<u>CASH BALANCE, MARCH 1, 2016</u>			\$ 0.00
<u>RECEIPTS</u>			
REVENUE			
	\$	<u>0.00</u>	
<u>TOTAL RECEIPTS</u>			\$ <u>0.00</u>
<u>TOTAL CASH AVAILABLE</u>			\$ <u>0.00</u>
<u>DISBURSEMENTS</u>			
EXPENSES			
	\$	<u>0.00</u>	
<u>TOTAL DISBURSEMENTS</u>			\$ 0.00
<u>CASH</u>			
CASH IN BANK	\$	0.00	
INVESTMENTS		<u>0.00</u>	
	\$	0.00	
<u>CASH ON DEPOSIT, MARCH 31, 2016</u>			\$ <u>0.00</u>

LIBRARY - MORRIS TRUST FUND 49

<u>CASH</u>			
CASH IN BANK	\$	0.00	
INVESTMENTS		<u>0.00</u>	
	\$	0.00	
<u>CASH BALANCE, MARCH 1, 2016</u>			\$ 0.00
<u>RECEIPTS</u>			
REVENUE			
	\$	<u>0.00</u>	
<u>TOTAL RECEIPTS</u>			\$ <u>0.00</u>
<u>TOTAL CASH AVAILABLE</u>			\$ <u>0.00</u>
<u>DISBURSEMENTS</u>			
EXPENSES			
	\$	<u>0.00</u>	
<u>TOTAL DISBURSEMENTS</u>			\$ 0.00
<u>CASH</u>			
CASH IN BANK	\$	0.00	
INVESTMENTS		<u>0.00</u>	
	\$	0.00	
<u>CASH ON DEPOSIT, MARCH 31, 2016</u>			\$ <u>0.00</u>

<u>CASH</u>			
CASH IN BANK	\$	2,926.46	
INVESTMENTS		<u>273.50</u>	
	\$	3,199.96	
<u>CASH BALANCE, MARCH 1, 2016</u>			\$ 3,199.96
<u>RECEIPTS</u>			
REVENUE			
INTEREST INCOME	\$	<u>0.65</u>	
	\$	0.65	
<u>TOTAL RECEIPTS</u>			\$ <u>0.65</u>
<u>TOTAL CASH AVAILABLE</u>			\$ 3,200.61
<u>DISBURSEMENTS</u>			
EXPENSES			
	\$	<u>0.00</u>	
<u>TOTAL DISBURSEMENTS</u>			\$ 0.00
<u>CASH</u>			
CASH IN BANK	\$	2,927.11	
INVESTMENTS		<u>273.50</u>	
	\$	3,200.61	
<u>CASH ON DEPOSIT, MARCH 31, 2016</u>			\$ <u>3,200.61</u>

TIF 9 (SOUTHWINDS ESTATE) 51

CASH  
CASH IN BANK \$ 139,577.03  
INVESTMENTS 3,965.99  
INVESTMENTS - BANK OF BELLEVILLE 20,843.68  
\$ 164,386.70  
CASH BALANCE, MARCH 1, 2016 \$ 164,386.70

RECEIPTS  
REVENUE  
INTEREST INCOME \$ 37.38  
\$ 37.38  
TOTAL RECEIPTS \$ 37.38  
TOTAL CASH AVAILABLE \$ 164,424.08

DISBURSEMENTS  
EXPENSES  
TOTAL DISBURSEMENTS \$ 0.00 \$ 0.00

CASH  
CASH IN BANK \$ 139,607.86  
INVESTMENTS 3,965.99  
INVESTMENTS - BANK OF BELLEVILLE 20,850.23  
\$ 164,424.08  
CASH ON DEPOSIT, MARCH 31, 2016 \$ 164,424.08

TIF 10 (LOWER RICHLAND CREEK) 52

CASH

CASH IN BANK \$ 1,639,820.97  
INVESTMENTS 13,213.08  
INVESTMENTS - BANK OF BELLEVILLE 177,171.30  
\$ 1,830,205.35

CASH BALANCE, MARCH 1, 2016 \$ 1,830,205.35

RECEIPTS

REVENUE

INTEREST INCOME \$ 417.76  
\$ 417.76

TOTAL RECEIPTS \$ 417.76

TOTAL CASH AVAILABLE \$ 1,830,623.11

DISBURSEMENTS

EXPENSES

OTHER PROFESSIONAL SERVICES \$ 552.26  
\$ 552.26

TOTAL DISBURSEMENTS \$ 552.26

CASH

CASH IN BANK \$ 1,639,630.79  
INVESTMENTS 13,213.08  
INVESTMENTS - BANK OF BELLEVILLE 177,226.98  
\$ 1,830,070.85

CASH ON DEPOSIT, MARCH 31, 2016 \$ 1,830,070.85

TIF 11 (INDUSTRIAL JOB RECOVERY) 53

CASH

CASH IN BANK	\$	76,885.84
INVESTMENTS		1,321.31
INVESTMENTS - BANK OF BELLEVILLE		<u>10,421.84</u>
	\$	88,628.99

CASH BALANCE, MARCH 1, 2016 \$ 88,628.99

RECEIPTS

REVENUE

INTEREST INCOME	\$	<u>20.26</u>
	\$	20.26

TOTAL RECEIPTS \$ 20.26

TOTAL CASH AVAILABLE \$ 88,649.25

DISBURSEMENTS

EXPENSES

\$ 0.00

TOTAL DISBURSEMENTS \$ 0.00

CASH

CASH IN BANK	\$	76,902.82
INVESTMENTS		1,321.31
INVESTMENTS - BANK OF BELLEVILLE		<u>10,425.12</u>
	\$	88,649.25

CASH ON DEPOSIT, MARCH 31, 2016 \$ 88,649.25

CASH  
CASH IN BANK \$ 22,670.70  
INVESTMENTS 1,321.31  
INVESTMENTS - BANK OF BELLEVILLE 0.00  
\$ 23,992.01  
CASH BALANCE, MARCH 1, 2016 \$ 23,992.01

RECEIPTS  
REVENUE  
INTEREST INCOME \$ 5.01  
\$ 5.01  
TOTAL RECEIPTS \$ 5.01  
TOTAL CASH AVAILABLE \$ 23,997.02

DISBURSEMENTS  
EXPENSES  
TOTAL DISBURSEMENTS \$ 0.00 \$ 0.00

CASH  
CASH IN BANK \$ 22,675.71  
INVESTMENTS 1,321.31  
INVESTMENTS - BANK OF BELLEVILLE 0.00  
\$ 23,997.02  
CASH ON DEPOSIT, MARCH 31, 2016 \$ 23,997.02

CASH

CASH IN BANK \$ 179,951.67  
INVESTMENTS 2,642.61  
INVESTMENTS - BANK OF BELLEVILLE 31,265.53  
\$ 213,859.81

CASH BALANCE, MARCH 1, 2016 \$ 213,859.81

RECEIPTS

REVENUE

INTEREST INCOME \$ 49.58  
\$ 49.58

TOTAL RECEIPTS \$ 49.58

TOTAL CASH AVAILABLE \$ 213,909.39

DISBURSEMENTS

EXPENSES

\$ 0.00

TOTAL DISBURSEMENTS \$ 0.00

CASH

CASH IN BANK \$ 179,991.42  
INVESTMENTS 2,642.61  
INVESTMENTS - BANK OF BELLEVILLE 31,275.36  
\$ 213,909.39

CASH ON DEPOSIT, MARCH 31, 2016 \$ 213,909.39

CASH

CASH IN BANK	\$ 172,111.32	
INVESTMENTS	3,172.38	
INVESTMENTS - BANK OF BELLEVILLE	<u>31,265.53</u>	
	\$ 206,549.23	
<u>CASH BALANCE, MARCH 1, 2016</u>		\$ 206,549.23

RECEIPTS

REVENUE

INTEREST INCOME	\$ <u>47.85</u>	
	\$ 47.85	
<u>TOTAL RECEIPTS</u>		\$ <u>47.85</u>
<u>TOTAL CASH AVAILABLE</u>		\$ 206,597.08

DISBURSEMENTS

EXPENSES

	\$ <u>0.00</u>	
<u>TOTAL DISBURSEMENTS</u>		\$ 0.00

CASH

CASH IN BANK	\$ 172,149.34	
INVESTMENTS	3,172.38	
INVESTMENTS - BANK OF BELLEVILLE	<u>31,275.36</u>	
	\$ 206,597.08	
<u>CASH ON DEPOSIT, MARCH 31, 2016</u>		\$ <u>206,597.08</u>

CASH  
CASH IN BANK \$ 738,734.89  
CASH IN BANK-UMB 2,840,159.25  
INVESTMENTS 0.00  
\$ 3,578,894.14  
CASH BALANCE, MARCH 1, 2016 \$ 3,578,894.14

RECEIPTS  
REVENUE  
INTEREST INCOME \$ 163.17  
\$ 163.17  
TOTAL RECEIPTS \$ 163.17  
TOTAL CASH AVAILABLE \$ 3,579,057.31

DISBURSEMENTS  
EXPENSES  
TOTAL DISBURSEMENTS \$ 0.00 \$ 0.00

CASH  
CASH IN BANK \$ 738,898.06  
CASH IN BANK-UMB 2,840,159.25  
INVESTMENTS 0.00  
\$ 3,579,057.31  
CASH ON DEPOSIT, MARCH 31, 2016 \$ 3,579,057.31

TIF 16 (ROUTE 15 WEST CORRIDOR) 58

<u>CASH</u>			
CASH IN BANK	\$	180,085.81	
INVESTMENTS		<u>0.00</u>	
	\$	180,085.81	
<u>CASH BALANCE, MARCH 1, 2016</u>			\$ 180,085.81
<u>RECEIPTS</u>			
REVENUE			
INTEREST INCOME	\$	<u>36.17</u>	
	\$	36.17	
<u>TOTAL RECEIPTS</u>			\$ <u>36.17</u>
<u>TOTAL CASH AVAILABLE</u>			\$ 180,121.98
<u>DISBURSEMENTS</u>			
EXPENSES			
OTHER IMPROVEMENTS	\$	<u>16,325.33</u>	
	\$	16,325.33	
<u>TOTAL DISBURSEMENTS</u>			\$ 16,325.33
<u>CASH</u>			
CASH IN BANK	\$	163,796.65	
INVESTMENTS		<u>0.00</u>	
	\$	163,796.65	
<u>CASH ON DEPOSIT, MARCH 31, 2016</u>			\$ <u>163,796.65</u>

SPECIAL SERVICE AREA RESERVE ACC 59

CASH  
CASH IN BANK \$ 87,668.44  
INVESTMENTS 2,906.87  
INVESTMENTS - BANK OF BELLEVILLE 22,928.06  
\$ 113,503.37  
CASH BALANCE, MARCH 1, 2016 \$ 113,503.37

RECEIPTS  
REVENUE  
INTEREST INCOME \$ 26.47  
\$ 26.47  
TOTAL RECEIPTS \$ 26.47  
TOTAL CASH AVAILABLE \$ 113,529.84

DISBURSEMENTS  
\$ 0.00  
TOTAL DISBURSEMENTS \$ 0.00

CASH  
CASH IN BANK \$ 87,687.70  
INVESTMENTS 2,906.87  
INVESTMENTS - BANK OF BELLEVILLE 22,935.27  
\$ 113,529.84  
CASH ON DEPOSIT, MARCH 31, 2016 \$ 113,529.84

SPECIAL SERVICE AREA BONDS, I&S 60

<u>CASH</u>	
CASH IN BANK	\$ 111,292.34
INVESTMENTS	2,642.61
INVESTMENTS - BANK OF BELLEVILLE	<u>20,843.68</u>
	\$ 134,778.63
<u>CASH BALANCE, MARCH 1, 2016</u>	\$ 134,778.63
<u>RECEIPTS</u>	
REVENUE	
INTEREST INCOME	\$ <u>31.00</u>
	\$ 31.00
<u>TOTAL RECEIPTS</u>	\$ <u>31.00</u>
<u>TOTAL CASH AVAILABLE</u>	\$ 134,809.63
<u>DISBURSEMENTS</u>	
	\$ <u>0.00</u>
<u>TOTAL DISBURSEMENTS</u>	\$ 0.00
 <u>CASH</u>	
CASH IN BANK	\$ 111,316.79
INVESTMENTS	2,642.61
INVESTMENTS - BANK OF BELLEVILLE	<u>20,850.23</u>
	\$ 134,809.63
<u>CASH ON DEPOSIT, MARCH 31, 2016</u>	\$ <u>134,809.63</u>

SALES TAX TIF BONDS, I & S 61

<u>CASH</u>			
CASH IN BANK	\$	0.00	
INVESTMENTS		<u>0.00</u>	
	\$	0.00	
<u>CASH BALANCE, MARCH 1, 2016</u>			\$ 0.00
<u>RECEIPTS</u>			
REVENUE			
	\$	<u>0.00</u>	
<u>TOTAL RECEIPTS</u>			\$ <u>0.00</u>
<u>TOTAL CASH AVAILABLE</u>			\$ <u>0.00</u>
<u>DISBURSEMENTS</u>			
EXPENSES			
	\$	<u>0.00</u>	
<u>TOTAL DISBURSEMENTS</u>			\$ 0.00
<u>CASH</u>			
CASH IN BANK	\$	0.00	
INVESTMENTS		<u>0.00</u>	
	\$	0.00	
<u>CASH ON DEPOSIT, MARCH 31, 2016</u>			\$ <u>0.00</u>

<u>CASH</u>			
CASH IN BANK	\$	0.00	
INVESTMENTS		<u>0.00</u>	
	\$	0.00	
<u>CASH BALANCE, MARCH 1, 2016</u>			\$ 0.00
<u>RECEIPTS</u>			
REVENUE			
	\$	<u>0.00</u>	
<u>TOTAL RECEIPTS</u>			\$ <u>0.00</u>
<u>TOTAL CASH AVAILABLE</u>			\$ <u>0.00</u>
<u>DISBURSEMENTS</u>			
EXPENSES			
	\$	<u>0.00</u>	
<u>TOTAL DISBURSEMENTS</u>			\$ 0.00
<u>CASH</u>			
CASH IN BANK	\$	0.00	
INVESTMENTS		<u>0.00</u>	
	\$	0.00	
<u>CASH ON DEPOSIT, MARCH 31, 2016</u>			\$ <u>0.00</u>

<u>CASH</u>			
CASH IN BANK	\$	0.00	
INVESTMENTS		<u>0.00</u>	
	\$	0.00	
<u>CASH BALANCE, MARCH 1, 2016</u>			\$ 0.00
<u>RECEIPTS</u>			
REVENUE			
	\$	<u>0.00</u>	
<u>TOTAL RECEIPTS</u>			\$ <u>0.00</u>
<u>TOTAL CASH AVAILABLE</u>			\$ <u>0.00</u>
<u>DISBURSEMENTS</u>			
EXPENSES			
	\$	<u>0.00</u>	
<u>TOTAL DISBURSEMENTS</u>			\$ 0.00
<u>CASH</u>			
CASH IN BANK	\$	0.00	
INVESTMENTS		<u>0.00</u>	
	\$	0.00	
<u>CASH ON DEPOSIT, MARCH 31, 2016</u>			\$ <u>0.00</u>

CASH

CASH IN BANK \$ 230,483.48  
INVESTMENTS 0.00  
INVESTMENTS - BANK OF BELLEVILLE 26,054.61

\$ 256,538.09

CASH BALANCE, MARCH 1, 2016

\$ 256,538.09

RECEIPTS

REVENUE

INTEREST INCOME \$ 59.10  
\$ 59.10

TOTAL RECEIPTS

\$ 59.10

TOTAL CASH AVAILABLE

\$ 256,597.19

DISBURSEMENTS

EXPENSES

\$ 0.00

TOTAL DISBURSEMENTS

\$ 0.00

CASH

CASH IN BANK \$ 230,534.39  
INVESTMENTS 0.00  
INVESTMENTS - BANK OF BELLEVILLE 26,062.80

\$ 256,597.19

CASH ON DEPOSIT, MARCH 31, 2016

\$ 256,597.19

2014 PD PROJ. CONSTRUCTION FUND 65

<u>CASH</u>			
CASH IN BANK	\$ 2,500,648.97		
INVESTMENTS	<u>0.00</u>		
	\$ 2,500,648.97		
<u>CASH BALANCE, MARCH 1, 2016</u>		\$ 2,500,648.97	
<u>RECEIPTS</u>			
REVENUE			
INTEREST INCOME	\$ <u>223.49</u>		
	\$ 223.49		
<u>TOTAL RECEIPTS</u>		\$ <u>223.49</u>	
<u>TOTAL CASH AVAILABLE</u>		\$ 2,500,872.46	
<u>DISBURSEMENTS</u>			
EXPENSES			
BUILDING	\$ <u>1,911,470.15</u>		
	\$ 1,911,470.15		
<u>TOTAL DISBURSEMENTS</u>		\$ 1,911,470.15	
<u>CASH</u>			
CASH IN BANK	\$ 589,402.31		
INVESTMENTS	<u>0.00</u>		
	\$ 589,402.31		
<u>CASH ON DEPOSIT, MARCH 31, 2016</u>		\$ 589,402.31	

2014 PD PROJECT DEBT SERVICE FUN 66

CASH  
CASH IN BANK \$ 604,350.03  
INVESTMENTS 0.00  
INVESTMENTS - BANK OF BELLEVILLE 83,374.73  
\$ 687,724.76  
CASH BALANCE, MARCH 1, 2016 \$ 687,724.76

RECEIPTS  
REVENUE  
INTEREST INCOME \$ 158.96  
\$ 158.96  
TOTAL RECEIPTS \$ 158.96  
TOTAL CASH AVAILABLE \$ 687,883.72

DISBURSEMENTS  
EXPENSES  
TOTAL DISBURSEMENTS \$ 0.00 \$ 0.00

CASH  
CASH IN BANK \$ 604,482.79  
INVESTMENTS 0.00  
INVESTMENTS - BANK OF BELLEVILLE 83,400.93  
\$ 687,883.72  
CASH ON DEPOSIT, MARCH 31, 2016 \$ 687,883.72

CASH

CASH IN BANK \$ 928,793.17  
INVESTMENTS 13,213.08  
INVESTMENTS - BANK OF BELLEVILLE 177,171.30

\$ 1,119,177.55

CASH BALANCE, MARCH 1, 2016

\$ 1,119,177.55

RECEIPTS

REVENUE

HOME RULE SALES TAX \$ 109,697.08  
INTEREST INCOME 261.09

\$ 109,958.17

TOTAL RECEIPTS

\$ 109,958.17

TOTAL CASH AVAILABLE

\$ 1,229,135.72

DISBURSEMENTS

EXPENSES

\$ 0.00

TOTAL DISBURSEMENTS

\$ 0.00

CASH

CASH IN BANK \$ 1,038,695.66  
INVESTMENTS 13,213.08  
INVESTMENTS - BANK OF BELLEVILLE 177,226.98

\$ 1,229,135.72

CASH ON DEPOSIT, MARCH 31, 2016

\$ 1,229,135.72

D.A.R.E.

70

<u>CASH</u>			
CASH IN BANK	\$	0.00	
INVESTMENTS		<u>0.00</u>	
	\$	0.00	
<u>CASH BALANCE, MARCH 1, 2016</u>			\$ 0.00
<u>RECEIPTS</u>			
REVENUE			
	\$	<u>0.00</u>	
<u>TOTAL RECEIPTS</u>			\$ <u>0.00</u>
<u>TOTAL CASH AVAILABLE</u>			\$ <u>0.00</u>
<u>DISBURSEMENTS</u>			
EXPENSES			
	\$	<u>0.00</u>	
<u>TOTAL DISBURSEMENTS</u>			\$ 0.00
<u>CASH</u>			
CASH IN BANK	\$	0.00	
INVESTMENTS		<u>0.00</u>	
	\$	0.00	
<u>CASH ON DEPOSIT, MARCH 31, 2016</u>			\$ <u>0.00</u>

POLICE TRUST

71

CASH

CASH IN BANK	\$	19,856.89
CASH IN BANK-REWARD FUND		3,756.27
INVESTMENTS		1,057.06
INVESTMENTS - BANK OF BELLEVILLE		<u>0.00</u>
	\$	24,670.22

CASH BALANCE, MARCH 1, 2016 \$ 24,670.22

RECEIPTS

REVENUE

INTEREST INCOME	\$	4.76
INTEREST INCOME-REWARD FUND		0.82
DONATIONS		3,350.00
REIMBURSEMENTS		<u>1,370.57</u>
	\$	4,726.15

TOTAL RECEIPTS \$ 4,726.15

TOTAL CASH AVAILABLE \$ 29,396.37

DISBURSEMENTS

EXPENSES

OPERATING SUPPLIES	\$	<u>105.42</u>
	\$	105.42

TOTAL DISBURSEMENTS \$ 105.42

CASH

CASH IN BANK	\$	24,476.80
CASH IN BANK-REWARD FUND		3,757.09
INVESTMENTS		1,057.06
INVESTMENTS - BANK OF BELLEVILLE		<u>0.00</u>
	\$	29,290.95

CASH ON DEPOSIT, MARCH 31, 2016 \$ 29,290.95

NARCOTICS

72

CASH

CASH IN BANK	\$	18,688.66	
CASH IN BANK-FED FORFEITURE		6,311.11	
CASH IN BANK-STATE FORFEITURE		3,639.06	
CASH IN BANK-EVIDENCE SEIZED		33,055.15	
CASH IN BANK-FEDERAL AWARDED		35,559.66	
INVESTMENTS		1,321.31	
INVESTMENTS - BANK OF BELLEVILLE		<u>0.00</u>	
	\$	98,574.95	
<u>CASH BALANCE, MARCH 1, 2016</u>			\$ 98,574.95

RECEIPTS

REVENUE

FINES	\$	77.50	
INTEREST INCOME		<u>19.99</u>	
	\$	97.49	
<u>TOTAL RECEIPTS</u>			\$ <u>97.49</u>
<u>TOTAL CASH AVAILABLE</u>			\$ <u>98,672.44</u>

DISBURSEMENTS

EXPENSES

	\$	<u>0.00</u>	
<u>TOTAL DISBURSEMENTS</u>			\$ 0.00

CASH

CASH IN BANK	\$	18,777.54	
CASH IN BANK-FED FORFEITURE		6,311.11	
CASH IN BANK-STATE FORFEITURE		3,639.86	
CASH IN BANK-EVIDENCE SEIZED		33,055.15	
CASH IN BANK-FEDERAL AWARDED		35,567.47	
INVESTMENTS		1,321.31	
INVESTMENTS - BANK OF BELLEVILLE		<u>0.00</u>	
	\$	98,672.44	
<u>CASH ON DEPOSIT, MARCH 31, 2016</u>			\$ <u>98,672.44</u>

LOCAL LAW ENFORCEMENT BLOCK GRAN 73

<u>CASH</u>			
CASH IN BANK	\$	180.01	
INVESTMENTS		<u>0.00</u>	
	\$	180.01	
<u>CASH BALANCE, MARCH 1, 2016</u>			\$ 180.01
<u>RECEIPTS</u>			
REVENUE			
INTEREST INCOME	\$	<u>0.04</u>	
	\$	0.04	
<u>TOTAL RECEIPTS</u>			\$ <u>0.04</u>
<u>TOTAL CASH AVAILABLE</u>			\$ <u>180.05</u>
<u>DISBURSEMENTS</u>			
EXPENSES			
	\$	<u>0.00</u>	
<u>TOTAL DISBURSEMENTS</u>			\$ 0.00
<u>CASH</u>			
CASH IN BANK	\$	180.05	
INVESTMENTS		<u>0.00</u>	
	\$	180.05	
<u>CASH ON DEPOSIT, MARCH 31, 2016</u>			\$ <u>180.05</u>

TIF 17 (EAST MAIN STREET ) 75

<u>CASH</u>			
CASH IN BANK	\$	24,619.37	
INVESTMENTS		<u>266.28</u>	
	\$	24,885.65	
<u>CASH BALANCE, MARCH 1, 2016</u>			\$ 24,885.65
<u>RECEIPTS</u>			
REVENUE			
INTEREST INCOME	\$	<u>4.76</u>	
	\$	4.76	
<u>TOTAL RECEIPTS</u>			\$ <u>4.76</u>
<u>TOTAL CASH AVAILABLE</u>			\$ 24,890.41
<u>DISBURSEMENTS</u>			
EXPENSES			
OTHER PROFESSIONAL SERVICES	\$	<u>3,047.00</u>	
	\$	3,047.00	
<u>TOTAL DISBURSEMENTS</u>			\$ 3,047.00
<u>CASH</u>			
CASH IN BANK	\$	21,577.13	
INVESTMENTS		<u>266.28</u>	
	\$	21,843.41	
<u>CASH ON DEPOSIT, MARCH 31, 2016</u>			\$ <u>21,843.41</u>

CASH

CASH IN BANK \$ 128,123.26  
INVESTMENTS 528.51  
INVESTMENTS - BANK OF BELLEVILLE 15,632.76

\$ 144,284.53

CASH BALANCE, MARCH 1, 2016

\$ 144,284.53

RECEIPTS

REVENUE

INTEREST INCOME \$ 33.21  
\$ 33.21

TOTAL RECEIPTS

\$ 33.21

TOTAL CASH AVAILABLE

\$ 144,317.74

DISBURSEMENTS

EXPENSES

\$ 0.00

TOTAL DISBURSEMENTS

\$ 0.00

CASH

CASH IN BANK \$ 128,151.56  
INVESTMENTS 528.51  
INVESTMENTS - BANK OF BELLEVILLE 15,637.67

\$ 144,317.74

CASH ON DEPOSIT, MARCH 31, 2016

\$ 144,317.74

TIF 19 (FRANK SCOTT PARKWAY) 77

CASH  
CASH IN BANK \$ 481,478.59  
CASH IN BANK-UMB 2,233,251.18  
INVESTMENTS 0.00  
\$ 2,714,729.77  
CASH BALANCE, MARCH 1, 2016 \$ 2,714,729.77

RECEIPTS  
REVENUE  
INTEREST INCOME \$ 106.35  
\$ 106.35  
TOTAL RECEIPTS \$ 106.35  
TOTAL CASH AVAILABLE \$ 2,714,836.12

DISBURSEMENTS  
EXPENSES  
\$ 0.00  
TOTAL DISBURSEMENTS \$ 0.00

CASH  
CASH IN BANK \$ 481,584.94  
CASH IN BANK-UMB 2,233,251.18  
INVESTMENTS 0.00  
\$ 2,714,836.12  
CASH ON DEPOSIT, MARCH 31, 2016 \$ 2,714,836.12

CASH  
CASH IN BANK \$ 40,468.16  
INVESTMENTS 264.88  
INVESTMENTS - BANK OF BELLEVILLE 8,337.48  
\$ 49,070.52  
CASH BALANCE, MARCH 1, 2016 \$ 49,070.52

RECEIPTS  
REVENUE  
INTEREST INCOME \$ 11.56  
\$ 11.56  
TOTAL RECEIPTS \$ 11.56  
TOTAL CASH AVAILABLE \$ 49,082.08

DISBURSEMENTS  
EXPENSES  
TOTAL DISBURSEMENTS \$ 0.00 \$ 0.00

CASH  
CASH IN BANK \$ 40,477.10  
INVESTMENTS 264.88  
INVESTMENTS - BANK OF BELLEVILLE 8,340.10  
\$ 49,082.08  
CASH ON DEPOSIT, MARCH 31, 2016 \$ 49,082.08

TIF 21 - BELLE VALLEY / PHASE II 79

<u>CASH</u>			
CASH IN BANK	\$	63,307.43	
INVESTMENTS		<u>0.00</u>	
	\$	63,307.43	
<u>CASH BALANCE, MARCH 1, 2016</u>			\$ 63,307.43
<u>RECEIPTS</u>			
REVENUE			
INTEREST INCOME	\$	<u>13.98</u>	
	\$	13.98	
<u>TOTAL RECEIPTS</u>			\$ <u>13.98</u>
<u>TOTAL CASH AVAILABLE</u>			\$ 63,321.41
<u>DISBURSEMENTS</u>			
EXPENSES			
	\$	<u>0.00</u>	
<u>TOTAL DISBURSEMENTS</u>			\$ 0.00
<u>CASH</u>			
CASH IN BANK	\$	63,321.41	
INVESTMENTS		<u>0.00</u>	
	\$	63,321.41	
<u>CASH ON DEPOSIT, MARCH 31, 2016</u>			\$ <u>63,321.41</u>

TIF 22 - ROUTE 15 NORTH 80

<u>CASH</u>			
CASH IN BANK	\$	0.00	
INVESTMENTS		<u>0.00</u>	
	\$	0.00	
<u>CASH BALANCE, MARCH 1, 2016</u>			\$ 0.00
<u>RECEIPTS</u>			
REVENUE			
	\$	<u>0.00</u>	
<u>TOTAL RECEIPTS</u>			\$ <u>0.00</u>
<u>TOTAL CASH AVAILABLE</u>			\$ <u>0.00</u>
<u>DISBURSEMENTS</u>			
EXPENSES			
	\$	<u>0.00</u>	
<u>TOTAL DISBURSEMENTS</u>			\$ 0.00
<u>CASH</u>			
CASH IN BANK	\$	0.00	
INVESTMENTS		<u>0.00</u>	
	\$	0.00	
<u>CASH ON DEPOSIT, MARCH 31, 2016</u>			\$ <u>0.00</u>

GENERAL LONG-TERM DEBT ACC GROUP 82

CASH	\$	<u>0.00</u>	
CASH BALANCE, MARCH 1, 2016			\$ 0.00
RECEIPTS	\$	<u>0.00</u>	
TOTAL RECEIPTS			\$ <u>0.00</u>
TOTAL CASH AVAILABLE			\$ 0.00
DISBURSEMENTS	\$	<u>0.00</u>	
TOTAL DISBURSEMENTS			\$ 0.00
CASH	\$	<u>0.00</u>	
CASH ON DEPOSIT, MARCH 31, 2016			\$ <u>0.00</u>

SYS DATE 041216  
[GSCI]

CITY OF BELLEVILLE  
STATEMENT OF CASH AND INVESTMENTS  
AS OF THE MONTH & YEAR 03/16

SYS TIME 15:05

NAME OF FUND	CASH ON HAND	INVESTMENTS	FUNDS AVAILABLE
GENERAL FUND	\$772,768.08	\$83,775.07	\$856,543.15
PARKS PROJECT FUND	\$140,336.95	\$22,832.19	\$163,169.14
INSURANCE FUND	\$299.60	\$ .00	\$299.60
LIBRARY	\$360,459.89	\$67,908.61	\$428,368.50
PAYROLL ACCOUNT	\$6,015.16	\$ .00	\$6,015.16
PLAYGROUND AND RECREATION	\$1,042,817.62	\$206,278.62	\$1,249,096.24
TIF 1 (NW SQUARE)	\$5,570.23	\$ .00	\$5,570.23
TIF 2 (NE SQUARE)	\$73,204.97	\$11,217.90	\$84,422.87
RETIREMENT FUND	\$133,710.04	\$ .00	\$133,710.04
MOTOR FUEL TAX FUND	\$836,647.50	\$2,642.61	\$839,290.11
FOUNTAIN FUND	\$5,228.28	\$ .00	\$5,228.28
TORT LIABILITY FUND	\$283,796.91	\$ .00	\$283,796.91
WALNUT HILL FUTURE CARE FUN	\$400.33	\$236,662.07	\$237,062.40
SEWER OPERATION & MAINTENAN	\$2,788,822.11	\$587,321.25	\$3,376,143.36
SEWER REPAIR & REPLACEMENT	\$655,938.88	\$159,164.71	\$815,103.59
SEWER CONSTRUCTION FUND	\$2,481,846.39	\$113,058.33	\$2,594,904.72
SEWER BOND AND INTEREST FUN	\$1,396,124.48	\$287,054.09	\$1,683,178.57
SPECIAL SERVICE AREA	\$125,391.29	\$24,814.16	\$150,205.45
WORKING CASH FUND	\$291,538.85	\$82,753.50	\$374,292.35
LIBRARY - GIFT ENDOWMENT	\$24,253.04	\$5,873.21	\$30,126.25
TIF 3 (CITY OF BELLEVILLE)	\$7,374,673.22	\$697,544.05	\$8,072,217.27
TIF 4 (N CORNER OF N BELT/1	\$35,125.17	\$528.51	\$35,653.68
CAPITAL PROJECTS FUND	\$10,125.35	\$ .00	\$10,125.35
BELLEVILLE ILLINOIS TOURISM	\$59,480.62	\$ .02	\$59,480.64
2015 PD PROJECT CONSTRUCTIO	\$7,514,544.61	\$1,251,014.02	\$8,765,558.63
2015 PD PROJECT DEBT SERVIC	\$479,598.72	\$104,251.17	\$583,849.89
TIF 8 (DOWNTOWN SOUTH)	\$2,927.11	\$273.50	\$3,200.61
TIF 9 (SOUTHWINDS ESTATE)	\$139,607.86	\$24,816.22	\$164,424.08
TIF 10 (LOWER RICHLAND CREE	\$1,639,630.79	\$190,440.06	\$1,830,070.85
TIF 11 (INDUSTRIAL JOB RECO	\$76,902.82	\$11,746.43	\$88,649.25
TIF 12 (SHERMAN STREET)	\$22,675.71	\$1,321.31	\$23,997.02
TIF 13 (DRAKE ROAD)	\$179,991.42	\$33,917.97	\$213,909.39
TIF 14 (ROUTE 15 EAST)	\$172,149.34	\$34,447.74	\$206,597.08

SYS DATE 041216  
[GSCI]

CITY OF BELLEVILLE  
STATEMENT OF CASH AND INVESTMENTS  
AS OF THE MONTH & YEAR 03/16

SYS TIME 15:05

NAME OF FUND	CASH ON HAND	INVESTMENTS	FUNDS AVAILABLE
TIF 15 (CARLYLE GREENMOUNT)	\$3,579,057.31	\$ .00	\$3,579,057.31
TIF 16 (ROUTE 15 WEST CORRI	\$163,796.65	\$ .00	\$163,796.65
SPECIAL SERVICE AREA RESERV	\$87,687.70	\$25,842.14	\$113,529.84
SPECIAL SERVICE AREA BONDS,	\$111,316.79	\$23,492.84	\$134,809.63
2011 TIF BONDS I & S	\$230,534.39	\$26,062.80	\$256,597.19
2014 PD PROJ. CONSTRUCTION	\$589,402.31	\$ .00	\$589,402.31
2014 PD PROJECT DEBT SERVIC	\$604,482.79	\$83,400.93	\$687,883.72
2011 Bond Fund I & S	\$1,038,695.66	\$190,440.06	\$1,229,135.72
POLICE TRUST	\$28,233.89	\$1,057.06	\$29,290.95
NARCOTICS	\$97,351.13	\$1,321.31	\$98,672.44
LOCAL LAW ENFORCEMENT BLOCK	\$180.05	\$ .00	\$180.05
TIF 17 (EAST MAIN STREET )	\$21,577.13	\$266.28	\$21,843.41
TIF 18 (SCHEEL STREET)	\$128,151.56	\$16,166.18	\$144,317.74
TIF 19 (FRANK SCOTT PARKWAY	\$2,714,836.12	\$ .00	\$2,714,836.12
TIF 20 - RT. 15 / S. GREEN	\$40,477.10	\$8,604.98	\$49,082.08
TIF 21 - BELLE VALLEY / PHA	\$63,321.41	\$ .00	\$63,321.41
Totals	<u>\$38,631,705.33</u>	<u>\$4,618,311.90</u>	<u>\$43,250,017.23</u>

## Jamie Maitret

---

**From:** Ken Vaughn [kvaughn@belleville.net]  
**Sent:** Thursday, April 07, 2016 11:52 AM  
**To:** 'Jamie Maitret'  
**Subject:** Belleville City Hall Contract  
**Attachments:** A133 Contract Agreement.pdf; A133 GMP Amendment.pdf

Jamie,  
Attached is contract and GMP Amendment with Impact for Public Building Improvements for Phase II.  
Any questions, holler.  
Kenny

Ken Vaughn, EI  
Director of Maintenance/Assistant City Engineer  
City of Belleville  
101 S. Illinois St. Belleville, IL 62220  
Office 618-277-4965  
Cell 618-779-7063  
[kvaughn@belleville.net](mailto:kvaughn@belleville.net)

---

**From:** Christ, Mike [<mailto:mchrist@BuildwithImpact.com>]  
**Sent:** Thursday, April 07, 2016 11:29 AM  
**To:** Ken Vaughn  
**Subject:** Belleville City Hall Contract.

Ken,

Attached are two files. The first is the actual contract between the City and IMPACT for the City Hall Renovations. It is a big file, but I assure you it is EXACTLY what the Council previously approved for the PD building (Phase I & III). All we did was update the project name and the references where appropriate.

The second file is the "Amendment" to the contract that establishes cost. What we are doing with this Amendment is establishing the Base Contract amount to be \$715,937. This covers our General Conditions (the exact GC's that were initially approved for this phase), the cost of the Abatement Work, and the cost of the Building Demolition. There is language in this Amendment that says a future Change Order will incorporate the rest of the scope of the project once the design is complete and the project is competitively bid. Getting this base contract amount approved will allow us to move forward with the needed Abatement/Demolition work without having to get back in front of the City Council again until we have the City Hall Renovations all bid out and approved by you and the Mayor.

Any questions?

**Mike Christ** | Executive Vice President  
**IMPACT Strategies, Inc.** | P (IL) 618-394-8400 or (MO) 314-646-8400 | F 618-394-1428 |  
[www.BuildWithIMPACT.com](http://www.BuildWithIMPACT.com)

**Our St. Louis office has moved to a new location!**  
**Power House Building at Union Station**  
**401 S. 18<sup>th</sup> Street, Suite 375**  
**St. Louis, MO 63103**



# Document A133™ – 2009

## **Standard Form of Agreement Between Owner and Construction Manager as Constructor** where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

AGREEMENT made as of the Fourth day of April in the year Two Thousand Sixteen  
(In words, indicate day, month and year.)

BETWEEN the Owner:  
(Name, legal status and address)

City of Belleville  
101 South Illinois Street  
Belleville, IL 62220

and the Construction Manager:  
(Name, legal status and address)

IMPACT Strategies, Inc.  
340 Office Court  
Suite A  
Fairview Heights, IL 62208

for the following Project:  
(Name and address or location)

Public Building Improvements  
Phase II - Renovations to 101 S. Illinois Street  
Belleville, Illinois

The Architect:  
(Name, legal status and address)

The Lawrence Group Architects of St. Louis, Inc.  
319 North 4th Street  
Suite 1000  
St. Louis, MO 63102

The Owner's Designated Representative:  
(Name, address and other information)

Mr. Ken Vaughn  
101 South Illinois Street  
Belleville, IL 62220  
Telephone Number: 618-277-4965

**ADDITIONS AND DELETIONS:**  
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™-2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

The Construction Manager's Designated Representative:  
*(Name, address and other information)*

Mr. Mike Christ  
340 Office Court  
Suite A  
Fairview Heights, IL 62208  
Telephone Number: 618-394-8400

The Architect's Designated Representative:  
*(Name, address and other information)*

Mr. Joshua N. Mandell  
The Lawrence Group Architects of St. Louis, Inc.  
319 North 4th Street  
Suite 1000  
St. Louis, MO 63102  
Telephone Number: 314-231-5700

The Owner and Construction Manager agree as follows.

## TABLE OF ARTICLES

1	GENERAL PROVISIONS
2	CONSTRUCTION MANAGER'S RESPONSIBILITIES
3	OWNER'S RESPONSIBILITIES
4	COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES
5	COMPENSATION FOR CONSTRUCTION PHASE SERVICES
6	COST OF THE WORK FOR CONSTRUCTION PHASE
7	PAYMENTS FOR CONSTRUCTION PHASE SERVICES
8	INSURANCE AND BONDS
9	DISPUTE RESOLUTION
10	TERMINATION OR SUSPENSION
11	MISCELLANEOUS PROVISIONS
12	SCOPE OF THE AGREEMENT

### ARTICLE 1 GENERAL PROVISIONS

#### § 1.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 2.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 2.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern.

#### § 1.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner; to furnish efficient construction administration, management services and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

#### § 1.3 General Conditions

For the Preconstruction Phase, AIA Document A201™–2007, General Conditions of the Contract for Construction, shall apply only as specifically provided in this Agreement. For the Construction Phase, the general conditions of the contract shall be as set forth in A201–2007, which document is incorporated herein by reference. The term "Contractor" as used in A201–2007 shall mean the Construction Manager.

### ARTICLE 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 2.1 and 2.2. The Construction Manager's Construction Phase responsibilities are set forth in Section 2.3. The Owner and

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Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

#### **§ 2.1 Preconstruction Phase**

**§ 2.1.1** The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

#### **§ 2.1.2 Consultation**

The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work. The Construction Manager shall advise the Owner and the Architect on proposed site use and improvements, selection of materials, and building systems and equipment. The Construction Manager shall also provide recommendations consistent with the Project requirements to the Owner and Architect on constructability; availability of materials and labor; time requirements for procurement, installation and construction; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

**§ 2.1.3** When Project requirements in Section 3.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities and identify items that could affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered well in advance of construction; and the occupancy requirements of the Owner.

#### **§ 2.1.4 Phased Construction**

The Construction Manager shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, or phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities and procurement and construction scheduling issues.

#### **§ 2.1.5 Preliminary Cost Estimates**

**§ 2.1.5.1** Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume or similar conceptual estimating techniques for the Architect's review and Owner's approval. If the Architect or Construction Manager suggest alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

**§ 2.1.5.2** As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, estimates of the Cost of the Work of increasing detail and refinement and allowing for the further development of the design until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. Such estimates shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect when estimates of the Cost of the Work exceed the latest approved Project budget and make recommendations for corrective action.

#### **§ 2.1.6 Subcontractors and Suppliers**

The Construction Manager shall develop bidders' interest in the Project.

**§ 2.1.7** The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered well in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered well in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the

establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

**§ 2.1.8 Extent of Responsibility**

The Construction Manager shall exercise reasonable care in preparing schedules and estimates. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

**§ 2.1.9 Notices and Compliance with Laws**

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi governmental authorities for inclusion in the Contract Documents.

**§ 2.2 Guaranteed Maximum Price Proposal and Contract Time**

**§ 2.2.1** At a time to be mutually agreed upon by the Owner and the Construction Manager and in consultation with the Architect, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's review and acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, including contingencies described in Section 2.2.4, and the Construction Manager's Fee.

**§ 2.2.2** To the extent that the Drawings and Specifications are anticipated to require further development by the Architect, the Construction Manager shall provide in the Guaranteed Maximum Price for such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include such things as changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.

**§ 2.2.3** The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

- .1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;
- .2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 2.2.2, to supplement the information provided by the Owner and contained in the Drawings and Specifications;
- .3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, allowances, contingency, and the Construction Manager's Fee;
- .4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and
- .5 A date by which the Owner must accept the Guaranteed Maximum Price.

**§ 2.2.4** In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include its contingency for the Construction Manager's exclusive use to cover those costs considered reimbursable as the Cost of the Work but not included in a Change Order.

**§ 2.2.5** The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner and Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

**§ 2.2.6** If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following

acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

§ 2.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the commencement of the Construction Phase, unless the Owner provides prior written authorization for such costs.

§ 2.2.8 The Owner shall authorize the Architect to provide the revisions to the Drawings and Specifications to incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish those revised Drawings and Specifications to the Construction Manager as they are revised. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the Guaranteed Maximum Price Amendment and the revised Drawings and Specifications.

§ 2.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.

§ 2.2.9.1 In the event that the Construction Manager is required to pay or bear the burden of any new, federal, state or local tax, or any rate increase of an existing tax (except the tax on net profits), as a result of any statute, court decision, ruling or regulation taking effect after the contract date, the guaranteed maximum price shall be increased by the amount of such new tax or tax increase.

## § 2.3 Construction Phase

### § 2.3.1 General

§ 2.3.1.1 For purposes of Section 8.1.2 of A201-2007, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 2.3.1.2 The Construction Phase shall commence upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal or the Owner's issuance of a Notice to Proceed, whichever occurs earlier.

### § 2.3.2 Administration

§ 2.3.2.1 Upon issuance of the Drawings and Specifications from the Architect declared as approved for construction, the Construction Manager shall administer a competitive bid solicitation for each Phase of the project allowing a minimum of three weeks from Public Notice for the receipt of bid proposals. Unless otherwise approved in writing by the Owner, all portions of the Work other than the General Conditions shall be performed under subcontracts or other appropriate agreements issued by the Construction Manager. The Construction Manager shall secure a minimum of three bids for any contract to be awarded above Ten Thousand dollars (\$10,000) from responsible qualified Subcontractors and/or suppliers of material or equipment fabricated specifically for the Work and shall evaluate all bidders for the completeness of their bid and ability to perform the Work in conformance with the Contract Documents and project schedule. Should the Construction Manager elect to submit a bid for any work to be performed with the Construction Manager's own personnel such bid shall be submitted to the Owner a minimum of twenty four hours prior to the publish bid date and held by the Owner until all bids are presented to the Owner for review. The Construction Manager shall submit a comprehensive list of all bidders to the Owner along with the details of their due diligence review and recommendation of the bids to be accepted. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonably documented objection.

§ 2.3.2.2 If the Guaranteed Maximum Price has been established and when a specific bidder (1) is recommended to the Owner by the Construction Manager, (2) is qualified to perform that portion of the Work, and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Contract Time and the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount and time requirement of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 2.3.2.3 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the prior consent of the Owner. If the Subcontract is awarded on a cost-plus a fee basis, the Construction Manager shall provide in the Subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Section 6.11 below.

§ 2.3.2.4 If the Construction Manager recommends a specific bidder that may be considered a "related party" according to Section 6.10, then the Construction Manager shall promptly notify the Owner in writing of such relationship and notify the Owner of the specific nature of the contemplated transaction, according to Section 6.10.2.

§ 2.3.2.5 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes to the Owner and Architect.

§ 2.3.2.6 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and submittal schedule in accordance with Section 3.10 of A201–2007.

§ 2.3.2.7 The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner. The Construction Manager shall also keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

§ 2.3.2.8 The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 2.3.2.7 above.

§ 2.3.2.9 To the extent that Owner requires any incidental services, construction consulting or value engineering, Owner acknowledges that such services are advisory only and are not professional design services.

#### § 2.4 Professional Services

Section 3.12.10 of A201–2007 shall apply to both the Preconstruction and Construction Phases.

#### § 2.5 Hazardous Materials

Section 10.3 of A201–2007 shall apply to both the Preconstruction and Construction Phases.

### ARTICLE 3 OWNER'S RESPONSIBILITIES

#### § 3.1 Information and Services Required of the Owner

§ 3.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems sustainability and site requirements.

§ 3.1.2 Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Construction Manager may only request such evidence if (1) the Owner fails to make payments to the Construction Manager as the Contract Documents require, (2) a change in the Work materially changes the Contract Sum, or (3) the Construction Manager identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Construction Manager and Architect.

§ 3.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1.1, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 3.1.4 **Structural and Environmental Tests, Surveys and Reports.** During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 3.1.4.1 The Owner shall furnish tests, inspections and reports required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 3.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 3.1.4.3 The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 3.1.4.4 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

### § 3.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201-2007, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 3.2.1 **Legal Requirements.** The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

### § 3.3 Architect

The Owner shall retain an Architect to provide services, duties and responsibilities as described in the Contract Between Owner and Architect, including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. The Owner shall provide the Construction Manager a copy of the executed agreement between the Owner and the Architect, and any further modifications to the contract.

## ARTICLE 4 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

### § 4.1 Compensation

§ 4.1.1 For the Construction Manager's Preconstruction Phase services, the Owner shall compensate the Construction Manager as follows:

§ 4.1.2 For the Construction Manager's Preconstruction Phase services described in Sections 2.1 and 2.2:  
(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)

Compensation to be based on hourly cost of direct personnel expense shown on attached Exhibit "B", not to exceed the lump sum amount of \$32,500.

§ 4.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within twelve ( 12 ) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

§ 4.1.4 Compensation based on Direct Personnel Expense includes the direct salaries of the Construction Manager's personnel providing Preconstruction Phase services on the Project and the Construction Manager's costs for the mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, employee retirement plans and similar contributions.

**§ 4.2 Payments**

§ 4.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

§ 4.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid Twenty ( 20 ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.  
(Insert rate of monthly or annual interest agreed upon.)

§ 4.2.2.1 If Construction Manager is not paid within 30 days of its invoice, it is entitled to interest at the highest statutory rate under law and to all attorney's fees incurred by it in collecting amounts owed under this contract.

**ARTICLE 5 COMPENSATION FOR CONSTRUCTION PHASE SERVICES**

§ 5.1 For the Construction Manager's performance of the Work as described in Section 2.3, the Owner shall pay the Construction Manager the Contract Sum in current funds for the Construction Manager's performance of the Contract. The Contract Sum is the Cost of the Work as defined in Section 6.1.1 plus the Construction Manager's Fee.

§ 5.1.1 The Construction Manager's Fee:  
(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager's Fee.)

The fee shall be 3.5% of the Cost of the Work not to exceed 3.5% of the Owner approved Control Budget.

§ 5.1.2 The method of adjustment of the Construction Manager's Fee for changes in the Work:

For increases and decreases in the work made for the Owner, the Construction Manager's fee shall be adjusted by 3.5% of the estimated cost of any approved Change Order.

§ 5.1.3 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

§ 5.1.4 Rental rates for Construction Manager-owned equipment shall not exceed the standard rate paid at the place of the Project.

§ 5.1.5 Unit prices, if any:  
(Identify and state the unit price; state the quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
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**§ 5.2 Guaranteed Maximum Price**

**§ 5.2.1** The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, as it is amended from time to time. To the extent the Cost of the Work exceeds the Guaranteed Maximum Price, the Construction Manager shall bear such costs in excess of the Guaranteed Maximum Price without reimbursement or additional compensation from the Owner.  
*(Insert specific provisions if the Construction Manager is to participate in any savings.)*

All savings incurred in the Cost of the Work shall accrue 100% to the Owner.

**§ 5.2.1.1** The Guaranteed Maximum Price shall include the cost of General Conditions incurred by the Construction Manager. These costs are itemized on the attached Exhibit "C" and are approved as eligible reimbursable costs to the Construction Manager by the Owner. The amounts shown on Exhibit "C" shall be considered as Costs Not to Exceed for each respective Phase. All savings realized in actual costs incurred for these General Conditions shall be considered as 100% savings to the Owner.

**§ 5.2.2** The Guaranteed Maximum Price is subject to additions and deductions by Change Order as provided in the Contract Documents and the Date of Substantial Completion shall be subject to adjustment as provided in the Contract Documents.

**§ 5.3 Changes in the Work**

**§ 5.3.1** The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Architect may make minor changes in the Work as provided in Section 7.4 of AIA Document A201-2007, General Conditions of the Contract for Construction. The Construction Manager shall be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

**§ 5.3.2** Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Section 7.3.3 of AIA Document A201-2007, General Conditions of the Contract for Construction.

**§ 5.3.3** In calculating adjustments to subcontracts (except those awarded with the Owner's prior consent on the basis of cost plus a fee), the terms "cost" and "fee" as used in Section 7.3.3.3 of AIA Document A201-2007 and the term "costs" as used in Section 7.3.7 of AIA Document A201-2007 shall have the meanings assigned to them in AIA Document A201-2007 and shall not be modified by Sections 5.1 and 5.2, Sections 6.1 through 6.7, and Section 6.8 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

**§ 5.3.4** In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in the above-referenced provisions of AIA Document A201-2007 shall mean the Cost of the Work as defined in Sections 6.1 to 6.7 of this Agreement and the term "fee" shall mean the Construction Manager's Fee as defined in Section 5.1 of this Agreement.

**§ 5.3.5** If no specific provision is made in Section 5.1.2 for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 5.1.2 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

**ARTICLE 6 COST OF THE WORK FOR CONSTRUCTION PHASE**

**§ 6.1 Costs to Be Reimbursed**

**§ 6.1.1** The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. Such costs shall be at rates not higher than the standard paid at the place of the Project except with prior consent of the Owner. The Cost of the Work shall include only the items set forth in Sections 6.1 through 6.7.

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§ 6.1.2 Where any cost is subject to the Owner's prior approval, the Construction Manager shall obtain this approval prior to incurring the cost. The parties shall endeavor to identify any such costs prior to executing Guaranteed Maximum Price Amendment.

## § 6.2 Labor Costs

§ 6.2.1 Wages of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ 6.2.2 Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site with the Owner's prior approval.

*(If it is intended that the wages or salaries of certain personnel stationed at the Construction Manager's principal or other offices shall be included in the Cost of the Work, identify in Section 11.5, the personnel to be included, whether for all or only part of their time, and the rates at which their time will be charged to the Work.)*

§ 6.2.3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 6.2.4 Costs paid or incurred by the Construction Manager for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 6.2.1 through 6.2.3.

§ 6.2.5 Bonuses, profit sharing, incentive compensation and any other discretionary payments paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, with the Owner's prior approval.

## § 6.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts.

## § 6.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 6.4.1 Costs, including transportation and storage, of materials and equipment incorporated or to be incorporated in the completed construction.

§ 6.4.2 Costs of materials described in the preceding Section 6.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

## § 6.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 6.5.1 Costs of transportation, storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment and tools that are not fully consumed shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

§ 6.5.2 Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and costs of transportation, installation, minor repairs, dismantling and removal. The total rental cost of any Construction Manager-owned item may not exceed the purchase price of any comparable item. Rates of Construction Manager-owned equipment and quantities of equipment shall be subject to the Owner's prior approval.

§ 6.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 6.5.4 Costs of document reproductions, facsimile transmissions and long-distance telephone calls, postage and parcel delivery charges, telephone service at the site and reasonable petty cash expenses of the site office.

§ 6.5.5 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ 6.5.6 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

#### § 6.6 Miscellaneous Costs

§ 6.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract. Self-insurance for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

§ 6.6.2 Sales, use or similar taxes imposed by a governmental authority that are related to the Work and for which the Construction Manager is liable.

§ 6.6.3 Fees and assessments for the building permit and for other permits, licenses and inspections for which the Construction Manager is required by the Contract Documents to pay.

§ 6.6.4 Fees of laboratories for tests required by the Contract Documents, except those related to defective or nonconforming Work for which reimbursement is excluded by Section 13.5.3 of AIA Document A201-2007 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 6.7.3.

§ 6.6.5 Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents; the cost of defending suits or claims for infringement of patent rights arising from such requirement of the Contract Documents; and payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims and payments of settlements made with the Owner's consent. However, such costs of legal defenses, judgments and settlements shall not be included in the calculation of the Construction Manager's Fee or subject to the Guaranteed Maximum Price. If such royalties, fees and costs are excluded by the last sentence of Section 3.17 of AIA Document A201-2007 or other provisions of the Contract Documents, then they shall not be included in the Cost of the Work.

§ 6.6.6 Costs for electronic equipment and software, directly related to the Work with the Owner's prior approval.

§ 6.6.7 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 6.6.8 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

§ 6.6.9 Subject to the Owner's prior approval, expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work.

#### § 6.7 Other Costs and Emergencies

§ 6.7.1 Other costs incurred in the performance of the Work if, and to the extent, approved in advance in writing by the Owner.

§ 6.7.2 Costs incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property, as provided in Section 10.4 of AIA Document A201-2007.

§ 6.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors or suppliers, provided that such damaged or nonconforming Work was not caused by negligence or failure to fulfill a specific responsibility of the Construction Manager and only to the extent that the cost of repair or

correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 6.7.4 The costs described in Sections 6.1 through 6.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201–2007 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 6.8.

#### § 6.8 Costs Not To Be Reimbursed

§ 6.8.1 The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 6.2, or as may be provided in Article 11;
- .2 Expenses of the Construction Manager's principal office and offices other than the site office;
- .3 Overhead and general expenses, except as may be included in Sections 6.1 to 6.7;
- .4 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;
- .5 Except as provided in Section 6.7.3 of this Agreement, costs due to the negligence or failure of the Construction Manager, Subcontractors and suppliers or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable to fulfill a specific responsibility of the Contract;
- .6 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
- .7 Costs for services incurred during the Preconstruction Phase.

#### § 6.9 Discounts, Rebates and Refunds

§ 6.9.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included them in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 6.9.2 Amounts that accrue to the Owner in accordance with the provisions of Section 6.9.1 shall be credited to the Owner as a deduction from the Cost of the Work.

#### § 6.10 Related Party Transactions

§ 6.10.1 For purposes of Section 6.10, the term "related party" shall mean a parent, subsidiary, affiliate or other entity having common ownership or management with the Construction Manager; any entity in which any stockholder in, or management employee of, the Construction Manager owns any interest in excess of ten percent in the aggregate; or any person or entity which has the right to control the business or affairs of the Construction Manager. The term "related party" includes any member of the immediate family of any person identified above.

§ 6.10.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods or service from the related party, as a Subcontractor, according to the terms of Sections 2.3.2.1, 2.3.2.2 and 2.3.2.3. If the Owner fails to authorize the transaction, the Construction Manager shall procure the Work, equipment, goods or service from some person or entity other than a related party according to the terms of Sections 2.3.2.1, 2.3.2.2 and 2.3.2.3.

#### § 6.11 Accounting Records

The Construction Manager shall keep full and detailed records and accounts related to the cost of the Work and exercise such controls as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation

supporting accounting entries, books, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, purchase orders, vouchers, memoranda and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

## ARTICLE 7 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

### § 7.1 Progress Payments

§ 7.1.1 Based upon Applications for Payment submitted to the Architect by the Construction Manager and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Construction Manager as provided below and elsewhere in the Contract Documents.

§ 7.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 7.1.3 Provided that an Application for Payment is received by the Architect not later than the First day of a month, the Owner shall make payment of the certified amount to the Construction Manager not later than the Thirtieth day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than Thirty ( 30 ) days after the Architect receives the Application for Payment.

*(Federal, state or local laws may require payment within a certain period of time.)*

If Construction Manager is not paid within 60 days of its invoice, it is entitled to interest at the highest statutory rate under law and to all attorney's fees incurred by it in collecting amounts owed under this contract.

§ 7.1.4 With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that cash disbursements already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, less that portion of those payments attributable to the Construction Manager's Fee, plus payrolls for the period covered by the present Application for Payment.

§ 7.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among the various portions of the Work, except that the Construction Manager's Fee shall be shown as a single separate item. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 7.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work for which the Construction Manager has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 7.1.7 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201-2007;
- .2 Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work, or if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing;

- .3 Add the Construction Manager's Fee, less retainage of Ten percent ( 10.00 %). The Construction Manager's Fee shall be computed upon the Cost of the Work at the rate stated in Section 5.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .4 Subtract retainage of Ten percent ( 10.00 %) from that portion of the Work that the Construction Manager self-performs;
- .5 Subtract the aggregate of previous payments made by the Owner;
- .6 Subtract the shortfall, if any, indicated by the Construction Manager in the documentation required by Section 7.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .7 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201–2007.

§ 7.1.8 The Owner and Construction Manager shall agree upon (1) a mutually acceptable procedure for review and approval of payments to Subcontractors and (2) the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.

§ 7.1.9 Except with the Owner's prior approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 7.1.10 In taking action on the Construction Manager's Applications for Payment, the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager and shall not be deemed to represent that the Architect has made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Section 7.1.4 or other supporting data; that the Architect has made exhaustive or continuous on-site inspections; or that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

## § 7.2 Final Payment

§ 7.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

- .1 the Construction Manager has fully performed the Contract except for the Construction Manager's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201–2007, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- .3 a final Certificate for Payment has been issued by the Architect.

The Owner's final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 7.2.2 The Owner's auditors will review and report in writing on the Construction Manager's final accounting within 30 days after delivery of the final accounting to the Architect by the Construction Manager. Based upon such Cost of the Work as the Owner's auditors report to be substantiated by the Construction Manager's final accounting, and provided the other conditions of Section 7.2.1 have been met, the Architect will, within seven days after receipt of the written report of the Owner's auditors, either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Section 9.5.1 of the AIA Document A201–2007. The time periods stated in this Section supersede those stated in Section 9.4.1 of the AIA Document A201–2007. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

§ 7.2.3 If the Owner's auditors report the Cost of the Work as substantiated by the Construction Manager's final accounting to be less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Section 15.2 of A201–2007. A request for mediation shall be made by the Construction Manager within 30 days after the

Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

§ 7.2.4 If, subsequent to final payment and at the Owner's request, the Construction Manager incurs costs described in Section 6.1.1 and not excluded by Section 6.8 to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager such costs and the Construction Manager's Fee applicable thereto on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If the Construction Manager has participated in savings as provided in Section 5.2.1, the amount of such savings shall be recalculated and appropriate credit given to the Owner in determining the net amount to be paid by the Owner to the Construction Manager.

#### ARTICLE 8 INSURANCE AND BONDS

For all phases of the Project, the Construction Manager and the Owner shall purchase and maintain insurance, and the Construction Manager shall provide bonds as set forth in Article 11 of AIA Document A201-2007. *(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201-2007.)*

Type of Insurance or Bond	Limit of Liability or Bond Amount (\$0.00)
Commercial General Liability including coverage for Premises-Operations, Independent Contractors' Protective, Products-Completed Operations, Contractual Liability, Personal Injury and Broad Form Property Damage:	\$1,000,000.00
Each Occurrence	
General Aggregate	\$2,000,000.00
Personal and Advertising Injury	\$1,000,000.00
Products-Completed Operations	\$2,000,000.00
Aggregate, to be maintained for the Warranty period established by this contract	
Automobile Liability (owned, non-owned and hired vehicles) for bodily injury and property damage, each accident	\$1,000,000.00
Umbrella excess liability coverage	\$10,000,000.00

#### ARTICLE 9 DISPUTE RESOLUTION

§ 9.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 9 and Article 15 of A201-2007. However, for Claims arising from or relating to the Construction Manager's Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 9.3 of this Agreement shall not apply.

§ 9.2 For any Claim subject to, but not resolved by mediation pursuant to Section 15.3 of AIA Document A201-2007, the method of binding dispute resolution shall be as follows:

*(Check the appropriate box. If the Owner and Construction Manager do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)*

- Arbitration pursuant to Section 15.4 of AIA Document A201-2007
- Litigation in a court of competent jurisdiction
- Other: *(Specify)*

### § 9.3 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Section 15.2 of AIA Document A201–2007 for Claims arising from or relating to the Construction Manager’s Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.

*(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

## ARTICLE 10 TERMINATION OR SUSPENSION

### § 10.1 Termination Prior to Establishment of the Guaranteed Maximum Price

§ 10.1.1 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days’ written notice to the Construction Manager for the Owner’s convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days’ written notice to the Owner, for the reasons set forth in Section 14.1.1 of A201–2007.

§ 10.1.2 In the event of termination of this Agreement pursuant to Section 10.1.1, the Construction Manager shall be equitably compensated for Preconstruction Phase services performed prior to receipt of a notice of termination. In no event shall the Construction Manager’s compensation under this Section exceed the compensation set forth in Section 4.1.

§ 10.1.3 If the Owner terminates the Contract pursuant to Section 10.1.1 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 10.1.2:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager’s Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 5.1 or, if the Construction Manager’s Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- .3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager which the Owner elects to retain and which is not otherwise included in the Cost of the Work under Section 10.1.3.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 10, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

### § 10.2 Termination Subsequent to Establishing Guaranteed Maximum Price

Following execution of the Guaranteed Maximum Price Amendment and subject to the provisions of Section 10.2.1 and 10.2.2 below, the Contract may be terminated as provided in Article 14 of AIA Document A201–2007.

§ 10.2.1 If the Owner terminates the Contract after execution of the Guaranteed Price Amendment, the amount payable to the Construction Manager pursuant to Sections 14.2 and 14.4 of A201–2007 shall not exceed the amount the Construction Manager would otherwise have received pursuant to Sections 10.1.2 and 10.1.3 of this Agreement.

§ 10.2.2 If the Construction Manager terminates the Contract after execution of the Guaranteed Maximum Price Amendment, the amount payable to the Construction Manager under Section 14.1.3 of A201–2007 shall not exceed the amount the Construction Manager would otherwise have received under Sections 10.1.2 and 10.1.3 above, except that the Construction Manager's Fee shall be calculated based upon the actual cost incurred to properly accomplish the termination.

### § 10.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007. In such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Section 14.3.2 of AIA Document A201–2007, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 5.1 and 5.3.5 of this Agreement.

## ARTICLE 11 MISCELLANEOUS PROVISIONS

§ 11.1 Terms in this Agreement shall have the same meaning as those in A201–2007.

### § 11.2 Ownership and Use of Documents

Section 1.5 of A201–2007 shall apply to both the Preconstruction and Construction Phases.

### § 11.3 Governing Law

Section 13.1 of A201–2007 shall apply to both the Preconstruction and Construction Phases.

### § 11.4 Assignment

The Owner and Construction Manager, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Construction Manager shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement. Except as provided in Section 13.2.2 of A201–2007, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

### § 11.5 Other provisions:

## ARTICLE 12 SCOPE OF THE AGREEMENT

§ 12.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 12.2 The following documents comprise the Agreement:

- .1 AIA Document A133–2009, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price
- .2 AIA Document A201–2007, General Conditions of the Contract for Construction
- .3 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed, or the following:
- .4 AIA Document E202™–2008, Building Information Modeling Protocol Exhibit, if completed, or the following:
- .5 Other documents:  
*(List other documents, if any, forming part of the Agreement.)*

Exhibit "B" - Hourly Cost of Direct Personnel Expense, dated 04/01/2016, 1 page

Exhibit "C" - Cost of General Conditions, dated 04/01/2016, 4 pages

Exhibit "D" - Preliminary Construction Schedule, dated 04/07/2016, 1 page

This Agreement is entered into as of the day and year first written above.

\_\_\_\_\_  
OWNER *(Signature)*

\_\_\_\_\_  
CONSTRUCTION MANAGER *(Signature)*

|  
\_\_\_\_\_  
Mark Eckert, Mayor of Belleville  
*(Printed name and title)*

\_\_\_\_\_  
Mark Hinrichs, President  
*(Printed name and title)*

Init.  
/

EXHIBIT "B"



**PUBLIC BUILDING IMPROVEMENTS  
PHASE II - RENOVATIONS TO 101 S. ILLINOIS STREET  
BELLEVILLE, IL**

**Hourly Cost of Direct Personnel Expense**  
April 1, 2016

This schedule of 2015 hourly rates will apply to services to be provided by IMPACT direct personnel expense.

Project Executive	\$140.00
Senior Project Manager	\$110.00
Pre-Construction Manager	\$85.00
Project Superintendent	\$ 80.00
Project Engineer	\$ 50.00
Safety Director	\$ 95.00
Senior Estimator	\$ 90.00
Estimator	\$ 75.00
Project Accountant	\$ 70.00
Project Assistant/Secretary	\$ 45.00

EXHIBIT "C"



**PUBLIC BUILDING IMPROVEMENTS  
PHASE II - RENOVATIONS TO 101 S. ILLINOIS STREET  
BELLEVILLE, IL**

**Cost of General Conditions**

April 1, 2016

The guaranteed maximum cost of General Conditions are shown on the attached Spreadsheet Report, as prepared by IMPACT Strategies, Inc. dated February 10, 2015. The compilation of these costs assume that the work will be constructed within a duration of twenty-six (26) weeks. Should the scope of work change or factors beyond the control of the Construction Manager cause a delay in the time for completion, any General Condition cost shown herein that is factored on time is subject to an increase. A request for an increase in General Condition cost must be presented for approval to the Owner within not more than thirty days of the occurrence that has caused said delay.





**Spreadsheet Report**  
**Belleville Public Building Improvements - General Conditions Phase II**

Spreadsheet Level	Takeoff Quantity	Labor Cost/Unit	Labor Price	Labor Amount	Material Price	Material Amount	Sub Amount	Sub Name	Equip Price	Equip Amount	Other Price	Other Amount	Total Cost/Unit	Total Amount
<b>Temp: Tools &amp; Equipment</b>		/mo					<b>281</b>			<b>2,700</b>			/mo	<b>2,981</b>
<b>1550.010 Temp: Traffic Control</b>														
Traffic Control - Plastic barrels	15.00 ea	-	-	-	-	-	1,050		6.00 /wk	540	-	-	106.00 /ea	1,590
<b>Temp: Traffic Control</b>		/mo					<b>1,050</b>			<b>540</b>			/mo	<b>1,590</b>
<b>1560.100 Temp: Protection</b>														
Temporary Partitions	1,200.00 sf	1.98 /sf	66.00 /hr	2,376	0.95 /sf	1,197	-		-	-	-	-	2.98 /sf	3,573
Temp. Const. Fence	400.00 lf	-	-	-	-	-	2,600		-	-	-	-	6.50 /lf	2,600
<b>Temp: Protection</b>		/ls		<b>2,376</b>		<b>1,197</b>	<b>2,600</b>						/ls	<b>6,173</b>
<b>1562.010 Controls: Safety</b>														
General Site Safety	6.00 mo	-	-	-	-	-	-		-	-	250.00 /mo	1,500	250.00 /mo	1,500
Safety Inspections	6.00 ea	-	-	-	-	-	-		-	-	250.00 /ea	1,500	250.00 /ea	1,500
Safety Rails etc	250.00 lf	4.02 /lf	66.00 /hr	1,155	0.65 /lf	171	-		-	-	-	-	5.30 /lf	1,326
<b>Controls: Safety</b>		/ea		<b>1,155</b>		<b>171</b>						<b>3,000</b>	/ea	<b>4,326</b>
<b>1720.030 Layout</b>														
Layout Interior Partitions	40.00 msf	193.60 /msf	66.00 /hr	7,744	-	-	-		-	-	3.00 /hr	352	202.40 /msf	8,096
<b>Layout</b>		/ls		<b>7,744</b>								<b>352</b>	/ls	<b>8,096</b>
<b>1740.010 Clean Up</b>														
Periodic Cleanup	600.00 hr	70.00 /hr	70.00 /hr	42,000	2.50 /hr	1,500	-		-	-	-	-	72.50 /hr	43,500
Site Cleanup	40.00 hr	70.00 /hr	70.00 /hr	2,800	-	-	-		110.00 /eqhr	880	-	-	92.00 /hr	3,680
Street Cleaning	3.00 ea	-	-	-	-	-	1,200		-	-	-	-	400.00 /ea	1,200
Haul Dumpster	12.00 ea	-	-	-	-	-	-		-	-	350.00 /ea	4,200	350.00 /ea	4,200
<b>Clean Up</b>		/wk		<b>44,800</b>		<b>1,500</b>	<b>1,200</b>			<b>880</b>		<b>4,200</b>	/wk	<b>52,580</b>
<b>1750.010 As-Built Drawings</b>														
As-Built/Close-out Documents	1.00 ea	-	-	-	-	-	-		-	-	750.00 /ea	750	750.00 /ea	750
<b>As-Built Drawings</b>		/sum										<b>750</b>	/sum	<b>750</b>
<b>1780.010 Punchlist</b>														
Punchlist	18.00 hr	66.00 /hr	66.00 /hr	1,056	15.00 /hr	240	-		-	-	-	-	81.00 /hr	1,296
<b>Punchlist</b>		/ls		<b>1,056</b>		<b>240</b>							/ls	<b>1,296</b>
<b>1900.010 Plan/Association Room Fee</b>														
Plan/Association Room Fees	4.50 mill	-	-	-	-	-	-		-	-	1,000.00 /mill	4,500	1,000.00 /mill	4,500
Public Advertising Of Bldgs	3.00 ea	-	-	-	-	-	-		-	-	750.00 /ea	2,250	750.00 /ea	2,250
<b>Plan/Association Room Fee</b>												<b>6,750</b>		<b>6,750</b>
<b>1990.010 Misc. Expenses</b>														
Miscellaneous Expenses	6.00 mo	-	-	-	-	-	-		-	-	250.00 /mo	1,500	250.00 /mo	1,500
<b>Misc. Expenses</b>												<b>1,500</b>		<b>1,500</b>



Spreadsheet Report  
Belleville Public Building Improvements - General Conditions Phase II

Spreadsheet Level	Takeoff Quantity	Labor Cost/Unit	Labor Price	Labor Amount	Material Price	Material Amount	Sub Amount	Sub Name	Equip Price	Equip Amount	Other Price	Other Amount	Total Cost/Unit	Total Amount
GENERAL REQUIREMENTS				193,791		4,118	5,131			10,420		35,047		248,507



## Phase II - Renovations to 101 S. Illinois Street



Activity Name	Duration (Days)	Start Date	Finish Date	Jul 16			Aug 16				Sept 16				Oct 16				Nov 16				Dec 16				Jan 17				Feb 17				Mar 17		
				3	10	17	24	31	7	14	21	28	4	11	18	25	2	9	16	23	30	6	13	20	27	4	11	18	25	1	8	15	22	29	5	12	19
1 Preliminary Phase II Construction Schedule	186.00 0.00	7/5/16 7/5/16	3/21/17 7/5/16	[Summary Bar]																																	
2 City Hall Staff Vacate	0.00	7/5/16	7/5/16	[Milestone]																																	
3 Mobilization	5.00	7/5/16	7/11/16	[Early Bar]																																	
4 City Hall Abatement	25.00	7/12/16	8/15/16	[Critical Bar]																																	
5 Police Annex Abatement	20.00	7/26/16	8/22/16	[Critical Bar]																																	
6 Site Improvements	84.00	8/23/16	12/16/16	[Critical Bar]																																	
7 City Hall Abatement	20.00	8/23/16	9/19/16	[Critical Bar]																																	
8 City Hall Demolition	20.00	9/20/16	10/17/16	[Critical Bar]																																	
9 City Hall Renovations	100.00	10/18/16	3/6/17	[Critical Bar]																																	
10 Substantial Completion	0.00	3/6/17	3/6/17	[Milestone]																																	
11 Staff move back into City Hall	12.00	3/6/17	3/21/17	[Early Bar]																																	

Project Planned Start: 7/5/16  
 Project Planned Finish: 3/21/17  
 Dateline Date: 4/7/16

### Proposed Construction Schedule Public Building Improvements - Phase II Belleville, IL

- Legend
- Summary Bar
  - Critical Bar
  - Early Bar
  - Milestone



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## General Conditions of the Contract for Construction

for the following PROJECT:

*(Name and location or address)*

Public Building Improvements  
Phase II - Renovations to 101 S. Illinois Street  
Belleville, Illinois

**THE OWNER:**

*(Name, legal status and address)*

City of Belleville  
101 South Illinois Street  
Belleville, IL 62220

**THE ARCHITECT:**

*(Name, legal status and address)*

The Lawrence Group Architects of St. Louis, Inc.  
319 North 4th Street  
Suite 1000  
St. Louis, MO 63102

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- 3 CONTRACTOR
- 4 ARCHITECT
- 5 SUBCONTRACTORS
- 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
- 7 CHANGES IN THE WORK
- 8 TIME
- 9 PAYMENTS AND COMPLETION
- 10 PROTECTION OF PERSONS AND PROPERTY
- 11 INSURANCE AND BONDS
- 12 UNCOVERING AND CORRECTION OF WORK
- 13 MISCELLANEOUS PROVISIONS
- 14 TERMINATION OR SUSPENSION OF THE CONTRACT
- 15 CLAIMS AND DISPUTES

### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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## **ARTICLE 1 GENERAL PROVISIONS**

### **§ 1.1 BASIC DEFINITIONS**

#### **§ 1.1.1 THE CONTRACT DOCUMENTS**

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding requirements.

#### **§ 1.1.2 THE CONTRACT**

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants or (4) between any persons or entities other than the Owner and the Contractor.

#### **§ 1.1.3 THE WORK**

The term "Work" means the construction and services required by the Contract Documents, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

#### **§ 1.1.4 THE PROJECT**

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by separate contractors.

#### **§ 1.1.5 THE DRAWINGS**

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

#### **§ 1.1.6 THE SPECIFICATIONS**

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

#### **§ 1.1.7 INSTRUMENTS OF SERVICE**

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

#### **§ 1.1.8 INITIAL DECISION MAKER**

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2 and certify termination of the Agreement under Section 14.2.2.

### **§ 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS**

**§ 1.2.1** The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

### § 1.3 CAPITALIZATION

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

### § 1.4 INTERPRETATION

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

### § 1.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

### § 1.6 TRANSMISSION OF DATA IN DIGITAL FORM

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions, unless otherwise already provided in the Agreement or the Contract Documents.

## ARTICLE 2 OWNER

### § 2.1 GENERAL

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

### § 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 2.2.1 Prior to commencement of the Work, the Contractor may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Contractor may only request such evidence if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or

the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.2 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.2.3 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.2.4 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.2.5 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

### § 2.3 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

### § 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

## ARTICLE 3 CONTRACTOR

### § 3.1 GENERAL

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

### § 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

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§ 3.2.1 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.2 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.3 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall make Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

*(Paragraph deleted)*

### § 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required means, methods, techniques, sequences or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

### § 3.4 LABOR AND MATERIALS

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work authorized by the Architect in accordance with Sections 3.12.8 or 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

### § 3.5 WARRANTY

The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

### § 3.6 TAXES

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

### § 3.7 PERMITS, FEES, NOTICES, AND COMPLIANCE WITH LAWS

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 **Concealed or Unknown Conditions.** If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor in writing, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may proceed as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

### § 3.8 ALLOWANCES

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- .1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

### § 3.9 SUPERINTENDENT

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to the proposed superintendent or (2) that the Architect requires additional time to review. Failure of the Architect to reply within the 14 day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

### § 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

§ 3.10.2 The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect's approval. The Architect's approval shall not unreasonably be delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

### § 3.11 DOCUMENTS AND SAMPLES AT THE SITE

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required

submittals. These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

### § 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such written notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a

properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

### § 3.13 USE OF SITE

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

### § 3.14 CUTTING AND PATCHING

§ 3.14.1 The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting and patching shall be restored to the condition existing prior to the cutting, fitting and patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

### § 3.15 CLEANING UP

§ 3.15.1 The Contractor shall keep the premises free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Contractor.

### § 3.16 ACCESS TO WORK

The Contractor shall provide the Owner and Architect access to the Work in preparation and progress wherever located.

### § 3.17 ROYALTIES, PATENTS AND COPYRIGHTS

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

### § 3.18 INDEMNIFICATION

§ 3.18.1 To the fullest extent permitted by law the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the

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negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

## **ARTICLE 4 ARCHITECT**

### **§ 4.1 GENERAL**

§ 4.1.1 The Owner shall retain an architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 4.1.2 Duties, responsibilities and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

§ 4.1.3 If the employment of the Architect is terminated, the Owner shall employ a successor architect as to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

### **§ 4.2 ADMINISTRATION OF THE CONTRACT**

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate For Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

### **§ 4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION**

Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Architect about matters arising out of or relating to the Contract. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5 and 3.12. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may authorize minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

## ARTICLE 5 SUBCONTRACTORS

### § 5.1 DEFINITIONS

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

### § 5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

§ 5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to any such proposed person or entity or (2) that the Architect requires additional time for review. Failure of the Owner or Architect to reply within the 14 day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person or entity previously selected if the Owner or Architect makes reasonable objection to such substitution.

### § 5.3 SUBCONTRACTUAL RELATIONS

By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

### § 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon such assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

## ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

### § 6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces, the Owner shall be deemed to be subject to the same obligations and to have the same rights that apply to the Contractor under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6 and Articles 10, 11 and 12.

### § 6.2 MUTUAL RESPONSIBILITY

§ 6.2.1 The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Contractor's delays, improperly timed activities or non-conforming construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a separate contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 10.2.5.

§ 6.2.5 The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

#### § 6.3 OWNER'S RIGHT TO CLEAN UP

If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

### ARTICLE 7 CHANGES IN THE WORK

#### § 7.1 GENERAL

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor and Architect; a Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the Work.

#### § 7.2 CHANGE ORDERS

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor and Architect stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

#### § 7.3 CONSTRUCTION CHANGE DIRECTIVES

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.7.

§ 7.3.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 7.3.5 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.6 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 shall be limited to the following:

- .1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
- .2 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
- .5 Additional costs of supervision and field office personnel directly attributable to the change.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

#### § 7.4 MINOR CHANGES IN THE WORK

The Architect has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes will be effected by written order signed by the Architect and shall be binding on the Owner and Contractor.

### ARTICLE 8 TIME

#### § 8.1 DEFINITIONS

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

## § 8.2 PROGRESS AND COMPLETION

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

## § 8.3 DELAYS AND EXTENSIONS OF TIME

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner; or by changes ordered in the Work; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control; or by delay authorized by the Owner pending mediation and arbitration; or by other causes that the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

## ARTICLE 9 PAYMENTS AND COMPLETION

### § 9.1 CONTRACT SUM

The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

### § 9.2 SCHEDULE OF VALUES

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit to the Architect, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

### § 9.3 APPLICATIONS FOR PAYMENT

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2., for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or material supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. Payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of storage and transportation to the site for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

#### § 9.4 CERTIFICATES FOR PAYMENT

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data comprising the Application for Payment, that to the best of the Architect's knowledge, information and belief, that the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

#### § 9.5 DECISIONS TO WITHHOLD CERTIFICATION

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments to Subcontractors or for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a separate contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;  
or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.3 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or material or equipment suppliers to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Architect will reflect such payment on the next Certificate for Payment.

## § 9.6 PROGRESS PAYMENTS

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor no later than seven days after receipt of payment from the Owner the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor, except as may otherwise be required by law.

§ 9.6.5 Contractor payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors and suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, shall create any fiduciary liability or tort liability on the part of the Contractor for breach of trust or shall entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

## § 9.7 FAILURE OF PAYMENT

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents.

## § 9.8 SUBSTANTIAL COMPLETION

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

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§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

#### § 9.9 PARTIAL OCCUPANCY OR USE

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Section 11.3.1.5 and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents. For any partial occupancy or use, Owner shall reduce retainage proportionately to the Contractor at the time of such partial occupancy or use.

#### § 9.10 FINAL COMPLETION AND FINAL PAYMENT

§ 9.10.1 Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents; or
- .3 terms of special warranties required by the Contract Documents.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

## ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

### § 10.1 SAFETY PRECAUTIONS AND PROGRAMS

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

### § 10.2 SAFETY OF PERSONS AND PROPERTY

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

§ 10.2.3 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

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§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

#### § 10.2.8 INJURY OR DAMAGE TO PERSON OR PROPERTY

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

#### § 10.3 HAZARDOUS MATERIALS

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing.

§ 10.3.2 Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred.

#### § 10.4 EMERGENCIES

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

### ARTICLE 11 INSURANCE AND BONDS

#### § 11.1 CONTRACTOR'S LIABILITY INSURANCE

§ 11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- .1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
- .2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- .3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- .4 Claims for damages insured by usual personal injury liability coverage;
- .5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property;
- .6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- .7 Claims for bodily injury or property damage arising out of completed operations; and
- .8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

§ 11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness. The Contractor shall provide written notification to the Owner of the

cancellation or expiration of any insurance required by Section 11.1. The Contractor shall provide such written notice within five (5) business days of the date the Contractor is first aware of the cancellation or expiration, or is first aware that the cancellation or expiration is threatened or otherwise may occur, whichever comes first.

§ 11.1.4 The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

#### § 11.2 OWNER'S LIABILITY INSURANCE

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

#### § 11.3 PROPERTY INSURANCE

§ 11.3.1 Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.3 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

§ 11.3.1.1 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

§ 11.3.1.2 If the Owner does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Owner shall so inform the Contractor in writing prior to commencement of the Work. The Contractor may then effect insurance that will protect the interests of the Contractor, Subcontractors and Sub-subcontractors in the Work, and by appropriate Change Order the cost thereof shall be charged to the Owner. If the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain insurance as described above, without so notifying the Contractor in writing, then the Owner shall bear all reasonable costs properly attributable thereto.

§ 11.3.1.3 The Owner is responsible for all deductibles.

§ 11.3.1.4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

§ 11.3.1.5 Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

#### § 11.3.2 BOILER AND MACHINERY INSURANCE

The Owner shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this insurance shall include interests of the Owner, Contractor, Subcontractors and Sub-subcontractors in the Work, and the Owner and Contractor shall be named insureds.

**§ 11.3.3 LOSS OF USE INSURANCE**

The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused. The Owner waives all rights of action against the Contractor for loss of use of the Owner's property, including consequential losses due to fire or other hazards however caused.

**§ 11.3.4** If the Contractor requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

**§ 11.3.5** If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner shall waive all rights in accordance with the terms of Section 11.3.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

**§ 11.3.6** Before an exposure to loss may occur, the Owner shall file with the Contractor a copy of each policy that includes insurance coverages required by this Section 11.3. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. The Owner shall provide written notification to the Contractor of the cancellation or expiration of any insurance required by Sections 11.2 and 11.3. The Owner shall provide such written notice within five (5) business days of the date the Owner is first aware of the cancellation or expiration, or is first aware that the cancellation or expiration is threatened or otherwise may occur, whichever comes first.

**§ 11.3.7 WAIVERS OF SUBROGATION**

The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in Article 6, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section 11.3 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

**§ 11.3.8** A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

**§ 11.3.9** If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach, or as determined in accordance with the method of binding dispute resolution selected in the Agreement between the Owner and Contractor. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 7.

**§ 11.3.10** The Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Owner's exercise of this power; if such objection is made, the dispute shall be resolved in the manner selected by the Owner and Contractor as the

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method of binding dispute resolution in the Agreement. If the Owner and Contractor have selected arbitration as the method of binding dispute resolution, the Owner as fiduciary shall make settlement with insurers or, in the case of a dispute over distribution of insurance proceeds, in accordance with the directions of the arbitrators.

#### **§ 11.4 PERFORMANCE BOND AND PAYMENT BOND**

**§ 11.4.1** The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.

**§ 11.4.2** Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

### **ARTICLE 12 UNCOVERING AND CORRECTION OF WORK**

#### **§ 12.1 UNCOVERING OF WORK**

**§ 12.1.1** If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

**§ 12.1.2** If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

#### **§ 12.2 CORRECTION OF WORK**

##### **§ 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION**

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

##### **§ 12.2.2 AFTER SUBSTANTIAL COMPLETION**

**§ 12.2.2.1** In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.4.

**§ 12.2.2.2** The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

**§ 12.2.2.3** The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

**§ 12.2.3** The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

### § 12.3 ACCEPTANCE OF NONCONFORMING WORK

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

## ARTICLE 13 MISCELLANEOUS PROVISIONS

### § 13.1 GOVERNING LAW

The Contract shall be governed by the law of the place where the Project is located except that, if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

### § 13.2 SUCCESSORS AND ASSIGNS

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

### § 13.3 WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

### § 13.4 RIGHTS AND REMEDIES

§ 13.4.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

§ 13.4.2 No action or failure to act by the Owner, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

### § 13.5 TESTS AND INSPECTIONS

§ 13.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until

after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

§ 13.5.2 If the Architect, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 13.5.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.5.3, shall be at the Owner's expense.

§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Architect's services and expenses shall be at the Contractor's expense.

§ 13.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.5.5 If the Architect is to observe tests, inspections or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.5.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

#### § 13.6 INTEREST

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at such rate as the parties may agree upon in writing or, in the absence thereof, at the prime rate prevailing from time to time at the place where the Project is located.

#### § 13.7 TIME LIMITS ON CLAIMS

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement within the time period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 13.7.

### ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

#### § 14.1 TERMINATION BY THE CONTRACTOR

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor promptly, upon the Contractor's request, reasonable evidence as required by Section 2.2.1.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, suspensions, delays or interruptions of the entire Work by the Owner as described in Section 14.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 60 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' written notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

## § 14.2 TERMINATION BY THE OWNER FOR CAUSE

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the above reasons exist, the Owner, upon certification by the Initial Decision Maker that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

## § 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

## § 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

## ARTICLE 15 CLAIMS AND DISPUTES

### § 15.1 CLAIMS

#### § 15.1.1 DEFINITION

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

#### § 15.1.2 NOTICE OF CLAIMS

Claims by either the Owner or Contractor must be initiated by written notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

#### § 15.1.3 CONTINUING CONTRACT PERFORMANCE

Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the decisions of the Initial Decision Maker.

#### § 15.1.4 CLAIMS FOR ADDITIONAL COST

If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

#### § 15.1.5 CLAIMS FOR ADDITIONAL TIME

§ 15.1.5.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.5.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction.

#### § 15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.6 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

**§ 15.2 INITIAL DECISION**

**§ 15.2.1** Claims, excluding those arising under Sections 10.3, 10.4, 11.3.9, and 11.3.10, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

**§ 15.2.2** The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

**§ 15.2.3** In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

**§ 15.2.4** If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

**§ 15.2.5** The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

**§ 15.2.6** Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

**§ 15.2.6.1** Either party may, within 30 days from the date of an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

**§ 15.2.7** In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

**§ 15.2.8** If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

*(Paragraphs deleted)*



**AIA**<sup>®</sup>

# Document A133™ – 2009 Exhibit A

## Guaranteed Maximum Price Amendment

for the following PROJECT:

*(Name and address or location)*

Public Building Improvements  
Phase II - Renovations to 101 S. Illinois Street  
Belleville, IL

**THE OWNER:**

*(Name, legal status and address)*

City of Belleville  
101 South Illinois Street  
Belleville, IL 62220

**THE CONSTRUCTION MANAGER:**

*(Name, legal status and address)*

IMPACT Strategies, Inc.  
340 Office Court, Suite A  
Fairview Heights, IL 62208

### ARTICLE A.1

#### § A.1.1 Guaranteed Maximum Price

Pursuant to Section 2.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of this Agreement.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed Seven Hundred Fifteen Thousand Nine Hundred Thirty-seven Dollars and Zero Cents (\$ 715,937.00 ), subject to additions and deductions by Change Order as provided in the Contract Documents.

§ A.1.1.2 **Itemized Statement of the Guaranteed Maximum Price.** Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, allowances, contingencies, alternates, the Construction Manager's Fee, and other items that comprise the Guaranteed Maximum Price.

*(Provide below or reference an attachment.)*

This Guaranteed Maximum Price Amendment establishes the cost of general conditions, building demolition and asbestos abatement only. Further change orders will incorporate the building renovations once design is complete. See Attachment "A".

§ A.1.1.3 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner: *(State the numbers or other identification of accepted alternates. If the Contract Documents permit the Owner to accept other alternates subsequent to the execution of this Amendment, attach a schedule of such other alternates showing the amount for each and the date when the amount expires.)*

#### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

N.A.

§ A.1.1.4 Allowances included in the Guaranteed Maximum Price, if any:  
(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price (\$0.00)
N.A.	

§ A.1.1.5 Assumptions, if any, on which the Guaranteed Maximum Price is based:

See Attachment "A"

§ A.1.1.6 The Guaranteed Maximum Price is based upon the following Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
See Attachment "B"			

§ A.1.1.7 The Guaranteed Maximum Price is based upon the following Specifications:  
(Either list the Specifications here, or refer to an exhibit attached to this Agreement.)

See Attachment "B"

Section	Title	Date	Pages
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§ A.1.1.8 The Guaranteed Maximum Price is based upon the following Drawings:  
(Either list the Drawings here, or refer to an exhibit attached to this Agreement.)

See Attachment "B"

Number	Title	Date
--------	-------	------

§ A.1.1.9 The Guaranteed Maximum Price is based upon the following other documents and information:  
(List any other documents or information here, or refer to an exhibit attached to this Agreement.)

See Attachment "A"

#### ARTICLE A.2

§ A.2.1 The anticipated date of Substantial Completion established by this Amendment:

March 6, 2017

\_\_\_\_\_  
OWNER (Signature)

\_\_\_\_\_  
Mark Eckert, Mayor of Belleville  
(Printed name and title)

\_\_\_\_\_  
DATE

\_\_\_\_\_  
CONSTRUCTION MANAGER (Signature)

\_\_\_\_\_  
Mark Hinrichs, President  
(Printed name and title)

\_\_\_\_\_  
DATE

Int.

ATTACHMENT "A"



Phase II - Renovations to 101 S. Illinois Street

Belleville, IL

April 7, 2016

GMP Cost Breakdown

CSI Code	Description	Cost Breakdown
01000	General Requirements	\$248,507
02100	Demolition	\$78,000
02100	Asbestos Abatement	\$320,888
17100	General Liability Insurance	\$4,624
17200	Builders Risk Insurance	\$612
17300	Performance/Payment Bond	\$6,595
18100	Preconstruction Services	\$32,500
18200	G.C. Fee	\$24,211
<b>TOTALS</b>		<b>\$715,937</b>



**Phase II – Renovations to 101 S. Illinois Street**  
Belleville, IL  
April 7, 2016

**Exclusions & Clarifications**

1. We specifically exclude the following items:
  - a. Building Permit
  - b. Sales Tax
  - c. Design Fees
  - d. Asbestos Monitoring & Testing
  
2. Clarifications:
  - a. Police Annex Building demolition scope includes the Police Annex Building and adjacent sidewalks only. No demolition work associated with City Hall is included.

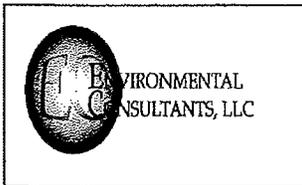
ATTACHMENT "B"



**Phase II - Renovations to 101 S. Illinois Street**  
Belleville, IL  
April 7, 2016

**LIST OF PROJECT DOCUMENTS**

Project Manual for Asbestos Abatement & Other Hazardous Material Activities at the Police Annex Building, prepared by Environmental Consultants, dated 01/08/16
Project Manual for Asbestos Abatement at the City of Belleville City Hall Complex, prepared by Environmental Consultants, dated 01/08/16
Sheet C1 – Demolition Plan, prepared by Lawrence Group, dated 01/09/15
Instructions to Bidders, prepared by IMPACT Strategies, Inc., dated 03/02/16
Addendum #1, prepared by IMPACT Strategies, Inc., dated 03/16/16



## ENVIRONMENTAL CONSULTANTS, LLC

### *Illinois Office*

#6 Meadow Heights Professional Park Drive  
Collinsville, Illinois 62234  
Phone (618) 343-3590  
Fax: (618) 343-3597

December 18, 2015

Mr. Ken Vaughn  
City of Belleville  
213 South Illinois Street  
Belleville, Illinois 62220

#### C/O Construction Manager

Mr. Mark Christ, Executive Vice President  
Impact Strategies, Inc.  
340 Office Court, Suite A  
Fairview Heights, Illinois 62208

**Subject: Proposal for Asbestos Consulting Services**

**Site(s): Belleville City Hall and Belleville Police Annex Building  
101 South Illinois Street  
Belleville, Illinois 62220**

Dear Mr. Vaughn:

Environmental Consultants, LLC (EC) is pleased to provide this cost proposal to perform asbestos consulting services in relation to the asbestos abatement activities necessary to facilitate renovations of the Belleville City Hall Building and the demolition of the Police Annex Building located at 101 South Illinois Street in Belleville, Illinois 62220. This letter contains the technical approach and basis for our cost estimate. This estimate is based on a schedule and a technical approach that is subject to change due to regulatory driven project requirements. Should conditions or requirements change from those represented herein, the City of Belleville will be notified and additional activities will be performed, with their approval, according to the fee schedule.

### **SCOPE OF WORK**

Services will include utilizing Illinois Department of Public Health Licensed and EPA Trained Personnel to perform the following tasks:

- 1) Perform pre-construction asbestos building inspections for compliance with USEPA NESHAP, IEPA and IDPH regulations.

City of Belleville  
101 South Illinois Street  
Belleville, Illinois 62220

Environmental Consultants, LLC  
#6 Meadow Heights Professional Park  
Collinsville, Illinois 62234

- 2) Develop project specific technical specifications for asbestos abatement activities on the above-mentioned site. Develop in coordination with the construction manager and architect phased scheduling to allow the project to flow efficiently and cost effectively throughout the performance. Perform Pre-Bid walkthrough of site with contractors. Attend bid opening at Owner's request. Evaluate Bids and determine contractor qualifications for completing projects on schedule. Make recommendations to the Owner regarding contractor selection. Based on current conversations, EC will provide two (2) distinct bid packages for abatement contractor bids.
- 3) Construction Administration of the entire project including pre-construction conferences, weekly progress meetings, dispute resolutions, etc.
- 4) Perform asbestos air monitoring, as required, to verify regulatory compliance and minimize Owner liability. Air monitoring will include prior to project air sampling for background purposes, project monitoring during the project and final clearance testing following each phase of the project. Project management including project inspections by Senior Asbestos Professionals to ensure the project is progress properly according to the detailed schedules and phases.
- 5) Provide a project manager's closeout report detailing the critical aspects of the asbestos abatement project.

Work will be conducted in accordance with all applicable Federal, State and local regulatory requirements.

### **COST ESTIMATE**

EC has compiled the following cost structure for this project:

#### **Task Activity #1 – Asbestos Sampling and Inspection Services**

This cost includes asbestos inspections, sampling and analytical costs.

Police Annex Building - EC Invoice #7310	\$3,392.50	
City Hall Building – EC Invoice #7309	\$3,437.50	
Follow up Inspections (Estimate)	<u>\$4,200.00</u>	
TOTAL TASK ORDER #1		\$11,030.00

**Task Activity #2 – Project Design Services**

This cost includes project design documents (specifications, drawings, and addendums), contracts, construction administration, and meetings for all work to be completed within two (2) bid packages.

EC Cost for Task Activity #2 is 8% of the total construction costs for abatement work.

**Task Activities #3, 4, and 5 – Project Oversight Services**

This cost includes the costs for air monitoring, project management, laboratory costs for required clearance sampling required by AHERA and IDPH regulations for the scope of the asbestos abatement projects.

EC's Fixed Unit Cost schedule for Project Oversight Services is as follows:

<u>Item</u>	<u>Cost</u>
Principal	\$ 90.00/hour
Air Monitoring/Site Observation (day shift)	\$500.00/shift*
Air Monitoring/Site Observation (weekend/holiday shift)	\$700.00/shift*
Closeout Report (each building)	\$1,000.00
Asbestos PCM Samples	\$ 10.00/sample
Asbestos PLM Samples	\$ 15.00/sample
Mileage	Included
Overnight Shipping	\$ 55.00/each

\*Based on an eight (8) hour shift

Owner will only be charged for the actual time and material charges necessary to complete this project at the unit rates described above. All work is subject to regulatory scrutiny and oversight, as well as, contractor schedule. **EC will not exceed the budget estimates provided for this work without the written approval of the Owner.**

EC is pleased to provide this proposal and we appreciate the opportunity to provide quality environmental consulting services. Please call us at (618) 343-3590 if you have any questions or to arrange a meeting to discuss. If this proposal is acceptable, please sign and fax to me at (618) 343-3597.

Sincerely,  
Environmental Consultants, LLC

  
Jeffrey M. Faust  
Principal





BUILD WITH TRUST

April 7, 2016

Mr. Ken Vaughn  
City of Belleville  
101 S. Illinois Street  
Belleville, IL 62220

Re: Phase II – Renovations to 101 S. Illinois Street  
Asbestos Abatement & Demolition Bid Results

Dear Ken,

We are pleased to submit our summary of Bid Packages #1 - #3 Proposals for your Phase II Renovations to 101 S. Illinois Street project in Belleville. The subcontractor proposals have been prepared utilizing the following references:

1. Project Manual for Asbestos Abatement & Other Hazardous Material Activities at the Police Annex Building prepared by Environmental Consultants, LLC dated January 8, 2016.
2. Project Manual for Asbestos Abatement at the City of Belleville City Hall Complex prepared by Environmental Consultants, LLC dated January 8, 2016.
3. C1 Demolition Plan prepared by Lawrence Group dated January 9, 2015.
4. "Instructions to Bidders" (for Phase II – Bid Package #3) prepared by IMPACT Strategies, Inc.
5. Addendum #1 (for Phase II – Bid Package #3) prepared by IMPACT Strategies, Inc dated March 16, 2016.

Attached please find our Subcontractor Bid Results. We have highlighted the recommended and apparent low bidders for the subcontracted sections of work and completed our initial scope verification and due diligence review with all of the listed subcontractors to assure proper inclusion of the required scope of work.

With your approval, we will execute contracts with the recommended subcontractors to allow for abatement and demolition notices to be filed and work to begin in the field after City Council approval and all City Hall personnel have been relocated.

We look forward to working with you closely on this project to insure your complete satisfaction. Be assured that you will enjoy a very positive experience as you **build with IMPACT**.

Respectfully,  
IMPACT Strategies, Inc.

A handwritten signature in black ink that reads "Mike Christ". The signature is written in a cursive, slightly slanted style.

Mike Christ

Attach.

Cc: Mr. Mark Hinrichs  
Mr. Joshua Mandell  
Mr. Will Stajduhar

340 Office Court, Suite A • Fairview Heights, IL 62208 ■ 501 N. Lindbergh Blvd. • St. Louis, MO 63141  
618.394.8400 phone • 618.394.1428 fax 314.646.8400 phone

[www.buildwithIMPACT.com](http://www.buildwithIMPACT.com)



**Public Building Improvements - Bid Packages #1 - #3**

Phase II - Renovations to 101 S. Illinois Street

Belleville, IL

April 7, 2016

**Subcontractor Bid Results**

**ITEM OF WORK:** Bid Package #1 - Police Annex Building Abatement

SUBCONTRACTOR	Phase I	REMARKS
Midwest Service Group	\$98,200.00	
CENPR Services	\$112,700.00	
General Waste Services, Inc.	\$137,500.00	
NES, Inc.	\$156,600.00	
AES, Inc.	\$162,777.00	
GENCORP Services	\$169,200.00	
Spray Services	\$248,410.00	
Envirotech, Inc.	\$276,212.00	
<b>IMPACT Comparison from Control Budget</b>	<b>\$171,750.00</b>	

**ITEM OF WORK:** Bid Package #2 - City Hall Building Abatement

SUBCONTRACTOR	Phase I	REMARKS
Freeman Environmental	\$222,688.00	
NES, Inc.	\$263,180.00	
Midwest Service Group	\$265,430.00	
General Waste Services, Inc.	\$255,255.00	
<b>IMPACT Comparison from Control Budget</b>	<b>\$225,810.00</b>	

\*\*Not included in this pricing is the ENTIRE basement and caulking & glazing of the exterior windows.

**ITEM OF WORK:** Bid Package #3 - Police Annex Building Demolition

SUBCONTRACTOR	Phase I	REMARKS
Hayden Wrecking	\$124,500.00	
Hayes Contracting, Inc.	\$84,165.00	
S. Shafer Excavating Inc.	\$78,000.00	
<b>IMPACT Comparison from Control Budget</b>	<b>\$71,493.00</b>	



BUILD WITH TRUST

April 7, 2016

Mr. Ken Vaughn  
City of Belleville  
101 S. Illinois Street  
Belleville, IL 62220

Re: Phase II – Renovations to 101 S. Illinois Street  
Asbestos Abatement & Demolition Bid Results

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With your approval, we will execute contracts with the recommended subcontractors to allow for abatement and demolition notices to be filed and work to begin in the field after City Council approval and all City Hall personnel have been relocated.

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Cc: Mr. Mark Hinrichs  
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**Public Building Improvements - Bid Packages #1 - #3**

Phase II - Renovations to 101 S. Illinois Street

Belleville, IL

April 7, 2016

**Subcontractor Bid Results**

**ITEM OF WORK:** Bid Package #1 - Police Annex Building Abatement

SUBCONTRACTOR	Phase I	REMARKS
Midwest Service Group	\$98,200.00	
CENPR Services	\$112,700.00	
General Waste Services, Inc.	\$137,500.00	
NES, Inc.	\$156,600.00	
AES, Inc.	\$162,777.00	
GENCORP Services	\$169,200.00	
Spray Services	\$248,410.00	
Envirotech, Inc.	\$276,212.00	
<b>IMPACT Comparison from Control Budget</b>	<b>\$171,750.00</b>	

**ITEM OF WORK:** Bid Package #2 - City Hall Building Abatement

SUBCONTRACTOR	Phase I	REMARKS
Freeman Environmental	\$222,688.00	
NES, Inc.	\$263,180.00	
Midwest Service Group	\$265,430.00	
General Waste Services, Inc.	\$255,255.00	
<b>IMPACT Comparison from Control Budget</b>	<b>\$225,810.00</b>	

\*\*Not included in this pricing is the ENTIRE basement and caulking & glazing of the exterior windows.

**ITEM OF WORK:** Bid Package #3 - Police Annex Building Demolition

SUBCONTRACTOR	Phase I	REMARKS
Hayden Wrecking	\$124,500.00	
Hayes Contracting, Inc.	\$84,165.00	
S. Shafer Excavating Inc.	\$78,000.00	
<b>IMPACT Comparison from Control Budget</b>	<b>\$71,493.00</b>	



# AIA<sup>®</sup> Document G701<sup>™</sup> – 2001

## Change Order

<b>PROJECT</b> ( <i>Name and address</i> ):	<b>CHANGE ORDER NUMBER:</b> 003	<b>OWNER:</b> <input checked="" type="checkbox"/>
Public Building Improvements	<b>DATE:</b> April 6, 2016	<b>ARCHITECT:</b> <input checked="" type="checkbox"/>
Phase I - Renovation of 720 W. Main Street for Use as Police Headquarters		<b>CONTRACTOR:</b> <input checked="" type="checkbox"/>
Phase II - Renovations to 101 S. Illinois Street		<b>FIELD:</b> <input type="checkbox"/>
Phase III - Parking Structure on 201 S. 7th Street		<b>OTHER:</b> <input type="checkbox"/>
Belleville, Illinois		
<b>TO CONTRACTOR</b> ( <i>Name and address</i> ):	<b>ARCHITECT'S PROJECT NUMBER:</b> 14142	
IMPACT Strategies, Inc.	<b>CONTRACT DATE:</b> March 2, 2015	
340 Office Court, Suite A	<b>CONTRACT FOR:</b> General Construction	
Fairview Heights, IL 62208		

### THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)  
Reconciliation of Allowances for the Lockers and Landscaping based upon the Bid Package # 5 Subcontractor Bid Results. -

DEDUCT (\$1,576.00)  
Savings - Ameren Fee - DEDUCT (\$1,144.00)  
Savings - Over Excavation - Lean Concrete - DEDUCT (\$13,920.00)  
Updated Schedule of Values based on Change Orders #1-#3

TOTAL DEDUCT (\$16,640.00)

The original Contract Sum was	\$ 10,518,448.00
The net change by previously authorized Change Orders	\$ -172,243.00
The Contract Sum prior to this Change Order was	\$ 10,346,205.00
The Contract Sum will be decreased by this Change Order in the amount of	\$ 16,640.00
The new Contract Sum including this Change Order will be	\$ 10,329,565.00

The Contract Time will be increased by Zero (0) days.  
The date of Substantial Completion as of the date of this Change Order therefore is unchanged.

**NOTE:** This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

### NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

The Lawrence Group Architects of St. Louis, Inc.	IMPACT Strategies, Inc.	City of Belleville
<b>ARCHITECT</b> ( <i>Firm name</i> )	<b>CONTRACTOR</b> ( <i>Firm name</i> )	<b>OWNER</b> ( <i>Firm name</i> )
319 North 4th Street, Suite 1000 St. Louis, MO 63102	340 Office Court, Suite A Fairview Heights, IL 62208	101 South Illinois Street Belleville, IL 62220
<b>ADDRESS</b>	<b>ADDRESS</b>	<b>ADDRESS</b>
<b>BY</b> ( <i>Signature</i> )	<b>BY</b> ( <i>Signature</i> )	<b>BY</b> ( <i>Signature</i> )
Joshua N. Mandell	Mike Christ	Mark W. Eckert
( <i>Typed name</i> )	( <i>Typed name</i> )	( <i>Typed name</i> )
<b>DATE</b>	<b>DATE</b>	<b>DATE</b>

# CITY OF BELLEVILLE, ILLINOIS

---



CITY FLAG  
DESIGNED BY  
FREDRICK L. LANGE  
JULY 6th 1964



101 SOUTH ILLINOIS ST.  
BELLEVILLE, ILLINOIS 62220-2105  
(618) 233-6810  
FAX (618) 233-6779

**DATE:** April 7, 2016  
**TO:** All City of Belleville Elected Officials  
**FROM:** Jamie Maitret, Finance Director *Jm*  
**RE:** Bank financing of new SCBA packs for Fire Department

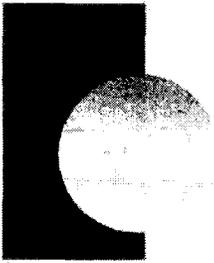
On December 21, 2015 the City Council approved the purchase of new self contained breathing apparatus for the Fire Department. It was mentioned at that time that the City intended to finance the purchase through a local bank when the equipment was ready to be delivered, with the Foreign Firefighter Fund paying for a portion of the equipment as well.

I have been in contact with several different banks who were interested in providing the financing. I received quotes on interest rates and closing costs from three banks.

Of the three quotes I received, Bank of Belleville was the lowest when considering annual interest rates along with closing costs. They are proposing a short-term loan (4 years) for the purchase price of the equipment (\$247,946), at an interest rate of only 1.805%. Payments will be due semi-annually, with principal pay-down of the FFF share over the next 1.5 years. The bank is also proposing only \$200 of closing costs due from the City.

It is staff's recommendation to accept Bank of Belleville's short-term financing offer at 1.805% interest, with closing on the loan to occur the first week of May 2016.

If you have any further questions, please feel free to contact my office.



**BANK of  
BELLEVILLE**

*"Smaller Bank, Bigger Service"*

215 S. Illinois Street  
Belleville, IL 62220  
618.233.6400  
[www.BANKOFBELLEVILLE.COM](http://www.BANKOFBELLEVILLE.COM)

April 4, 2016

Jamie Maitret, Finance Director  
City of Belleville  
101 South Illinois Street  
Belleville, IL 62221

RE: Loan Request - \$247,946

Dear Jamie:

I want to thank you for giving Bank of Belleville the opportunity to review the loan request to purchase new self-contained breathing apparatus air packs for the City of Belleville Fire Department. We are pleased to provide the following terms:

Borrower: City of Belleville

Loan Amount: \$247,946

Maturity and Interest Rate:

- 3 years – 1.715%
- 4 years – 1.805% —
- 5 years – 1.895%
- 6 years – 1.985%

Loan Fee: \$200.00

Collateral: Unsecured/General Obligation

Closing Date: On or before May 6, 2016

Repayment Terms: Principal and Interest Payments due semiannually, AND Principal reduction totaling \$97,946 to be paid in three equal installments in **May, 2016, November, 2016, and November, 2017.**

The above mentioned repayment terms are per our discussions and your email. If you need us to be more flexible on the dates of the three installments, please let me know. I have attached amortization schedules as you requested, reflecting the payment schedule for each maturity/interest rate.

The rates quoted above are for bank qualified, tax exempt borrowing. We respectfully request that you provide the Minutes and Resolution showing the City approval of the borrowing, all authorized signors for the loan documents. In addition we request an opinion from the City of Belleville Legal Counsel that this is a general obligation, is an authorized borrowing, and is bank qualified and tax exempt.

Again, we appreciate the opportunity to provide these terms, and look forward to working with you on this loan.

Sincerely,



Jackie Lemmon  
Vice President

# CITY OF BELLEVILLE, ILLINOIS

---



CITY FLAG  
DESIGNED BY  
FREDRICK L. LANGE  
JULY 6th 1964



101 SOUTH ILLINOIS ST.  
BELLEVILLE, ILLINOIS 62220-2105  
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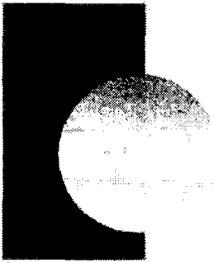
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April 4, 2016

Jamie Maitret, Finance Director  
City of Belleville  
101 South Illinois Street  
Belleville, IL 62221

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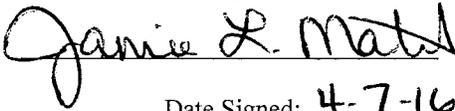
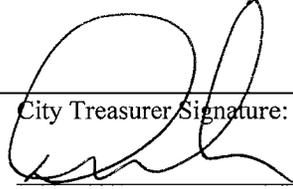


Jackie Lemmon  
Vice President

REQUEST FOR SUPPLEMENTAL AMENDMENT - **BUDGET** – 2015-16

DEPARTMENT/ DIVISION	ACCOUNT NUMBER (LINE ITEM)	LINE ITEM DESCRIPTION	ORIGINAL BUDGETED AMOUNT	AMOUNT OF TRANSFER	REVISED BUDGETED AMOUNT
TIF #1	09-00-54900	Other Professional Services	1,000	+1,000	2,000
Special Service Area	30-00-57100	Utilities	10,700	+2,000	12,700
Belleville Tourism	44-00-54900	Other Professional Services	36,600	+1,500	38,100
Sewer Collections	21-75-57810	Stookey Township	150,000	+75,000	225,000
	21-75-54900	Other Professional Services	83,000	+35,000	118,000

Reason for transfer: Amendments are based on new revenue or prior year fund balance.

Department Head Signature: _____  Date Signed: _____	Finance Director Signature:  Date Signed: <u>4-7-16</u>	City Treasurer Signature:  Date Signed: <u>2 Apr 16</u>
---	---	--

Completed By:	J. Maitret	Date Completed:	4-4-16	Entered By:		Date Entered:	
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## DEVELOPMENT AGREEMENT

This agreement made this 18th day of April, 2016 by and between the City of Belleville, Illinois (the "City") and **Norcom 2000, Inc.** ("**Norcom 2000, Inc.**");

### WITNESSETH:

**WHEREAS, Norcom 2000, Inc.** intends on investing a minimum of \$300,000.00 to complete remodeling and façade improvements at the existing facility located at 105-107 West Washington 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 **Norcom 2000, Inc.** would provide jobs at said location.

### **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 \$16,200.00) at the existing facility located at 105-107 West Washington Street.

### **Responsibilities of Norcom 2000, Inc.**

- A. Invest no less than \$300,000.00 at 105-107 West Washington Street limited to the remodeling of and facade improvements to the existing facility no later than February 28, 2017, and;
- B. Retain three (3) FTE employees within the first year of operation, and;
- C. Create two (2) additional FTE jobs within the first year of operation, and;
- D. Create one (1) additional FTE job within the second year of operation, and;
- E. Commit to annual sales subject to sales tax of no less than \$30,000.00, and;
- F. Norcom 2000, Inc. and any heirs and/or successors shall remain and operate at the site for no less than five (5) years, and;
- G. Compliance with all existing and applicable Federal, State, County and Local laws and ordinances.

### **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 Norcom 2000, Inc.".
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 Norcom 2000, Inc.".

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

By: \_\_\_\_\_  
MAYOR

ATTEST: \_\_\_\_\_  
CITY CLERK

Norcom 2000, Inc.  
105 West Washington St.  
Belleville, IL 62220

By: \_\_\_\_\_  
Harry E. Norton, President

## DEVELOPMENT AGREEMENT

This agreement made this 18th day of April, 2016 by and between the City of Belleville, Illinois (the "City") and St. Clair County Event Center, LLC ("St. Clair County Event Center, LLC");

### WITNESSETH:

**WHEREAS**, St. Clair County Event Center, LLC intends on investing a minimum of \$2,600,000.00 to complete the construction of an event center and restaurant located at 1550 East State Route 15 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 St. Clair County Event Center, LLC would provide jobs at said location.

### 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 construction (Savings estimated at \$91,206.00) of an event center and restaurant located at 1550 East State Route 15.
2. Rebate incremental property taxes (TIF #14/Rt. 15 East) directly related to improvements in the following amounts:
  - Year 1: 75% (estimated at \$47,639.00)
  - Year 2: 70% (estimated at \$44,463.00)
  - Year 3: 65% (estimated at \$41,287.00)
  - Year 4: 60% (estimated at \$38,111.00)
  - Year 5: 55% (estimated at \$34,935.00)

### St. Clair County Event Center, LLC

- A. Invest no less than \$2,600,000.00 at 1550 East State Route 15 limited to construction of an event center and restaurant no later than February 28, 2017, and;
- B. Retain twenty (20) FTE employees via tenants within the first year of operation, and;
- C. Create three (3) additional FTE jobs via tenants within the first year of operation, and;
- D. Create one (1) additional FTE job via tenants within the second year of operation, and;
- E. Commit to annual sales subject to sales tax via tenants of no less than \$300,000.00, and;
- F. St. Clair County Event Center, LLC and any heirs and/or successors shall remain and operate at the site for no less than ten (10) years, and;
- G. Compliance with all existing and applicable Federal, State, County and Local laws and ordinances.

### Penalties

In the event that St. Clair County Event Center, LLC fails to meet its obligations under Sections (A), (B), (C), (D), (E), (F) or (G) of the section entitled "Responsibilities of St. Clair County Event Center, LLC" 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.

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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.
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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 **St. Clair County Event Center, LLC**".
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 **St. Clair County Event Center, LLC**".

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

By: \_\_\_\_\_  
MAYOR

ATTEST: \_\_\_\_\_  
CITY CLERK

St. Clair County Event Center, LLC  
120 West Main St., Suite 210  
Belleville, IL 62220

By: \_\_\_\_\_  
Adam Jokisch, President

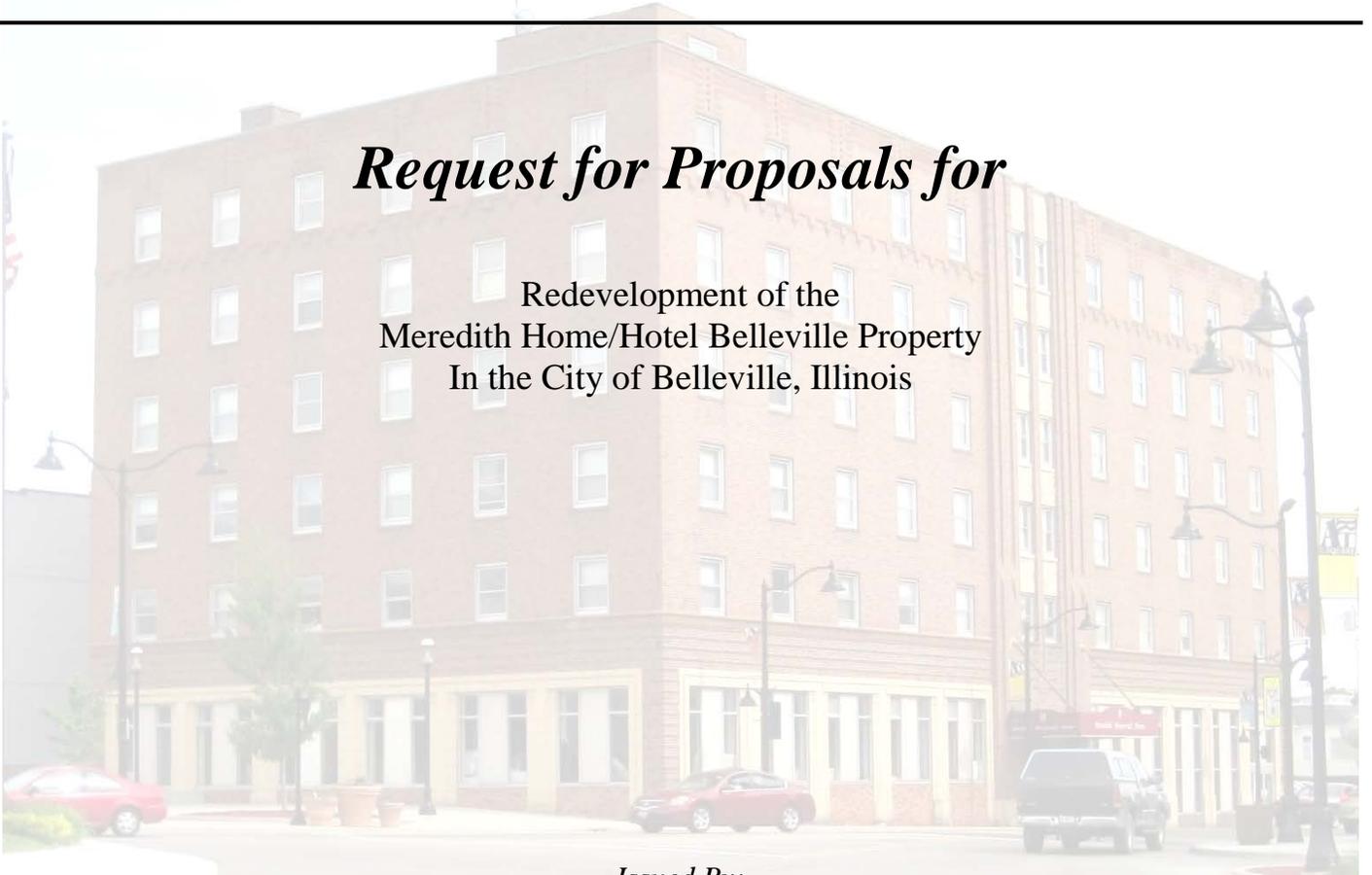
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## *Request for Proposals for*

Redevelopment of the  
Meredith Home/Hotel Belleville Property  
In the City of Belleville, Illinois



*Issued By:*

City of Belleville  
Economic Development, Planning & Zoning Department  
101 South Illinois Street  
Belleville, Illinois 62220  
(618) 233-6810 ext. 1249  
Fax (618) 355-4209  
[www.belleville.net](http://www.belleville.net)

**April 20, 2016**

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DRAFT

# Table of Contents

**1. Introduction**

**2. Background**

**3. Goals and Objectives**

**4. To Be Included in the Proposal**

**5. Selection Criteria**

**6. Process of the RFP**

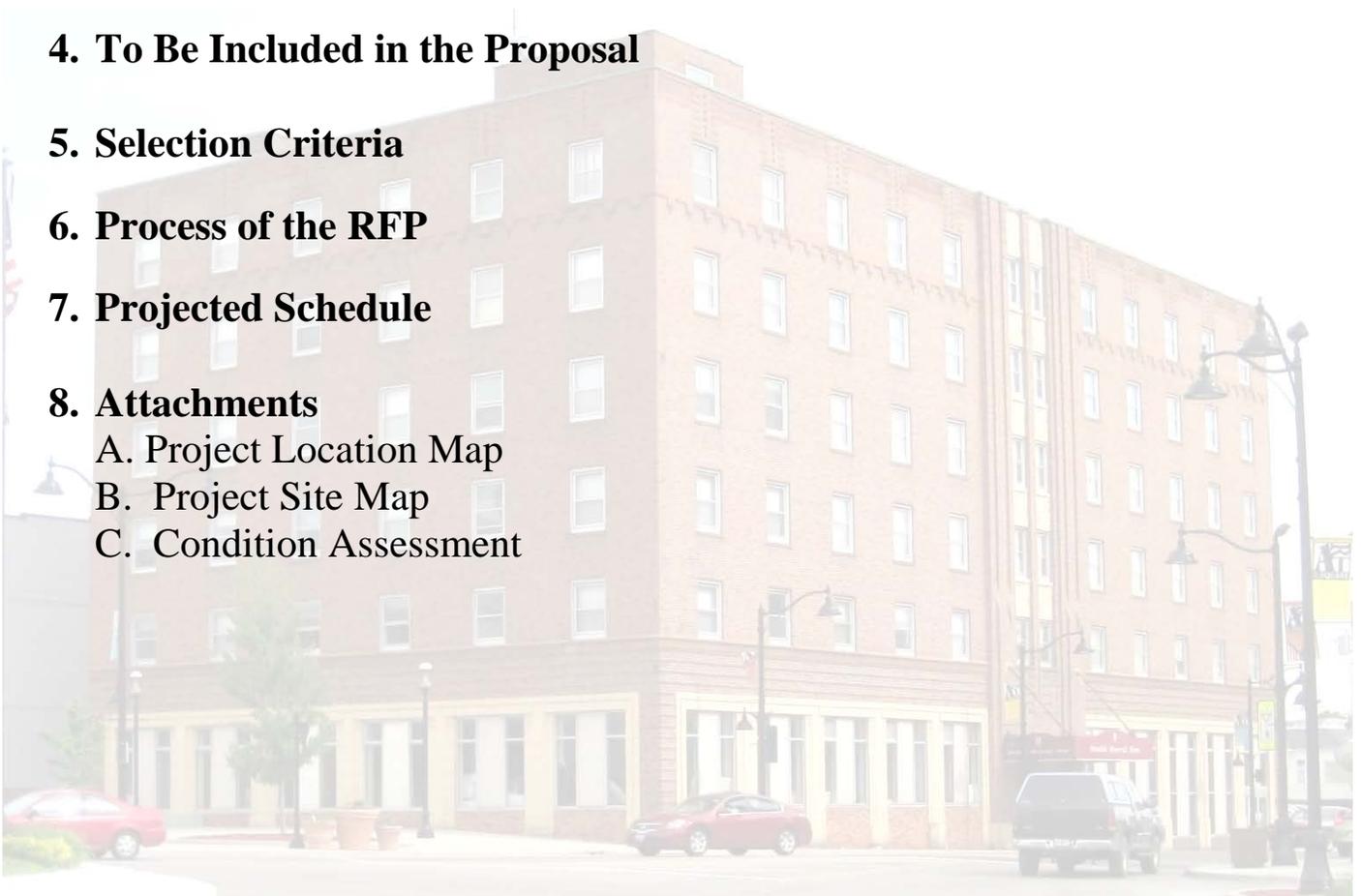
**7. Projected Schedule**

**8. Attachments**

A. Project Location Map

B. Project Site Map

C. Condition Assessment



DRAFT

# *Request for Proposals for*

## Redevelopment of the Meredith Home/Hotel Belleville

### **Introduction**

The City of Belleville, Illinois (population 44,478) is the county seat of St. Clair County and is located about 10 miles southeast of St. Louis, Missouri. The City is seeking a developer for redevelopment of the former Meredith Home/Hotel Belleville property. The 0.4 acre property was built in 1931 and is approximately 45,500 sq. ft. in size, including six (6) floors plus a basement.

### **Background**

The building, located at 16 South Illinois Street in Belleville, IL, was originally constructed in 1931 and operated as The Hotel Belleville. The facility was owned and operated by the Catholic Diocese of Belleville from 1961 to 2010 as a retirement center known as The Meredith Home. In 2010 the City of Belleville acquired the property from the Catholic Diocese of Belleville for \$500,000. A Request For Proposals (RFP) was issued in 2010 for redevelopment of the property but no feasible proposals were received by the City. The City issued a new RFP in 2013, but negotiations with the selected developer were not fruitful. The property is eligible to be nominated for National Register Historic status, which allows for federal historic tax credits. This includes a 20% credit for income producing properties. The City is now considering development proposals for redevelopment of the property, with the stipulation that the developer must purchase the property from the City prior to project commencement.

### **Goals and Objectives**

The City will select a developer familiar with redevelopment of historic structures who demonstrates capability through direct experience and/or team qualifications germane to accomplishing the following objectives:

- **Redevelopment of the Existing Structure:**  
The City seeks self-sustaining private commercial, residential or mixed-use redevelopment of the property that requires no on-going City support.
- **Continuity of Character:**  
The Project must maintain the continuity of character of the Public Square and the downtown area.
- **Financial Sustainability:**  
The Project must be financially self-sustaining.
- **Parking:**  
The Project must provide a plan for adequate parking for the proposed use without reducing existing public parking.

# DRAFT

## To Be Included in the Proposal

- **Description of the Project Team:** Include resumes and related experience for each member of the team (including architects, engineers, builders, and developers).
- **Evidence of relevant experience:** Respondents should provide evidence of having served as the master developer for comparable development. In addition, the full range of specialties necessary to complete the project should be included, including (for example) architects, engineers and builders.
- **Description of the Project:** Include understanding of the City's goals and objectives and information on how the proposed project will complement the other public and private development and redevelopment activities in the downtown area.
- **Project budget:** Budget must include \$500,000.00 for purchase of the building.
- **Evidence of financial wherewithal to complete the project:** Respondents should provide verification of their financial ability to develop such a project. Financial information need not be overly explicit, but sufficient for the City to ascertain whether the team is capable in this regard. Letters from major financial institutions, with whom the respondent has previously or is currently doing business, or similar exhibits of such substantive nature, should be included.
- **Pro Forma (5 yrs).**
- **City assistance:** If City assistance is requested, provide information demonstrating why such assistance is required and that "but for" the assistance, the project is not feasible.
- **Parking Plan:** Plan to provide adequate parking for the project that does not reduce the existing net amount of public parking in the downtown area.
- **References:** Minimum of five (5) references from relevant projects.
- **Contact information:** Identify the primary point of contact for the project team with mailing address, telephone, fax, email address and website address (if applicable). Also include this information for all firms that are part of the project team.

**\*\*One hard copy and one electronic copy of each proposal (on CD or USB flash drive) are required.\*\***

## Process of the RFP

A selection committee comprised of City staff and elected officials will review all Proposals submitted and create a short list of candidates deemed eligible to make a public presentation and interview privately with the selection committee.

The City staff reserves the right to have discussions with any or all of the developers submitting Proposals. The highest-ranking developer will be selected and shall enter into negotiations with the City. Should negotiations fail for whatever reason, the second ranking developer will be contacted by the City and negotiations with that said second ranking developer shall commence. Should negotiations with the first ranking developer be suspended, no further consideration of that particular proposal will be given by the City of Belleville.

The City reserves the right to reject any and all proposals and to waive minor irregularities. The City also reserves the right to seek new proposals or re-advertise if responses have not been satisfactory or for any other reason.

# DRAFT

## Projected Schedule\*

April 20, 2016	Request for Proposals is advertised.
April 20, 2016- June 14, 2016	Building available for walkthrough† by appointment only. Please contact the City to be schedule a walkthrough. † <i>Participants must sign Hold Harmless Agreement.</i>
June 15, 2016	Deadline to receive Proposals. Proposals must be received by 4:00 p.m. CDT.
June 20, 2016	Announces short-list for interviews.
June 28-29, 2016	Interviews with selection committee.
June 30, 2016	Selection committee ranks developers.
July 18, 2016	Public presentations by developers (public input will be provided following the presentations, in writing, to the selection committee).
August 1, 2016	Council evaluates and ranks developers and may enter into negotiation of a development agreement.

**\*The City of Belleville reserves the right to amend the Projected Schedule.**

To schedule a walkthrough of the building or to obtain scanned copies of blueprints from various years on CD, please contact Eric Schauster, Assistant Director of Economic Development, Planning & Zoning.

Respond to: Eric Schauster  
Assistant Director of Economic Development, Planning & Zoning  
101 South Illinois Street  
Belleville, Illinois 62220  
(618) 233-6810, Ext. 1249  
(618) 355-4209 (fax)  
[eschauster@belleville.net](mailto:eschauster@belleville.net)







## ECONOMIC DEVELOPMENT, PLANNING AND ZONING DEPARTMENT MEMORANDUM

**Meeting Date:** April 6, 2016  
**Item No.:** 1  
**To:** Planning Commission  
**From:** Annissa G. McCaskill, EDPZ Director  
**Subject:** St. Clair County Event Center- Consideration of the Final Plat **Ward 6.**

---

**Action Requested:** The applicant, Adams Auction and Real Estate Services, Inc., is requesting a recommendation by the Planning Commission to City Council regarding the above-referenced Final Plat.

**Property Description:** The subject site, 1530 E. State Rt. 15 (13-01.0-400-028), is a 32.4 acre commercial parcel located on the south side of State Rt. 15, approximately 1,877 feet east of its intersection with South Green Mount Road.

**Property Owne:** Schimtt LLC of Freeburg II

**Applicant:** Adam's Auction and Real Estate Services, Inc.

**Current Zoning:** C-4 Commercial District

**Background:** The property is currently undeveloped and being used for agricultural purposes. A Site Plan, which serves the purpose of the Preliminary Plat was reviewed by the Planning Commission on February 3, 2016 and subsequently approved by the City Council on February 16, 2016.

*View of subject site from Google Maps*

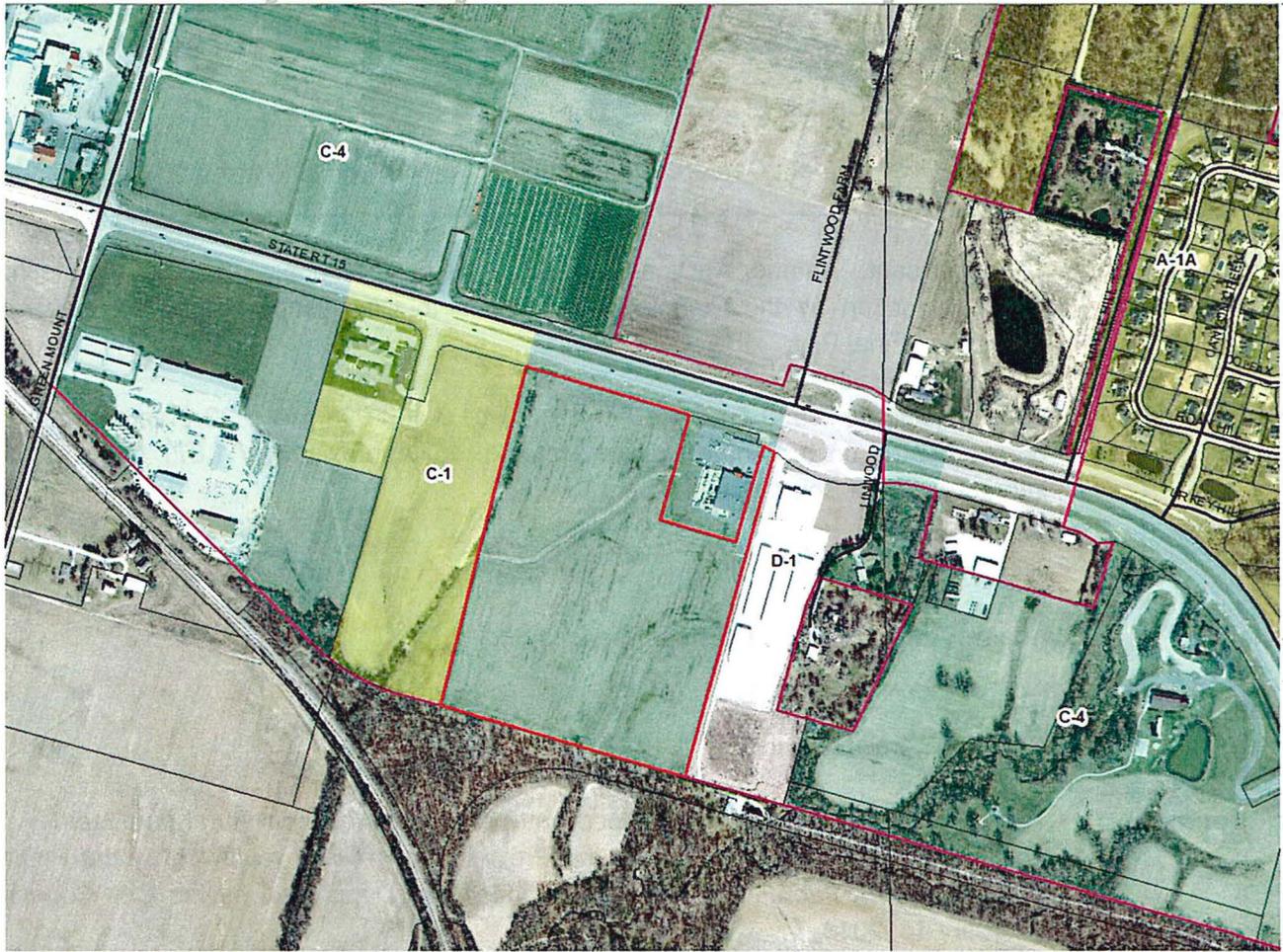


**Existing  
Roadway  
Access:**

The adjacent site, Tractor Supply, has declined to provide an access easement parallel to State Rt. 15. The developer proposes access via connection to the north of Tractor supply via a curb cut on the existing private road.

**Surrounding  
Zoning & Land  
Uses:**

To the West and East are other C-4 Commercial District-zoned parcels. To the North and South (across Rt. 15) are parcels located in unincorporated St. Clair County.



**Comprehensive  
Plan:**

The Future Land Use Map calls for this area to be used for Planned Industrial.

**Analysis:**

Article IV of the Subdivision Code requires recommendation of the Planning Commission on all Final Plats prior to action by the City Council. The Planning Commission's approval becomes null and void if the plat is not recorded within thirty (30) days after City Council approval. An application for a thirty (30) day extension for recording may be made to and granted by extension may be granted by the Planning Commission. As previously stated, a Site Plan was approved on February 3, 2016, which is also serving as the Preliminary Plat. The Commission recommended approval with the following comments relative to future Plat approval:

- **Securing a maintenance bond of the detention area**  
*This item is outstanding. Staff recommends that this be fulfilled at the time of construction of the detention of the area.*
- **Provision of easements for flow of the water as well as any utilities shown on site.**  
*This is depicted on the Plat.*
- **Future access to the properties to the west and show how that access would be attained on the future Plat;**  
*This is outstanding.*
- **Depiction of the one hundred high water elevation be shown.**  
*This is depicted on the Plat.*

**Staff**

**Recommendation:** Staff recommends approval of the Final Plat.

**Voting Options:** The Planning Commission has the following options when considering Final Plat application:

- Recommend approval as submitted
- Recommend approval with additional conditions
- Tabling the agenda item to a specific date with clarification of intent and purpose
- Recommend denial

**City Council**

**Action:** If the Planning Commission takes action and makes a recommendation on this agenda item, then this Final Plat will be scheduled for City Council action on April 18, 2016.

**Attachments:** Exhibit A - Final Plat





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



- CORPORATE OFFICE**  
4940 OLD COLLINSVILLE RD.  
SWANSEA, ILLINOIS 62226  
TEL (618) 624-4488  
FAX (618) 624-6688
- WATERLOO OFFICE**  
113 SOUTH MAIN STREET  
WATERLOO, ILLINOIS 62298  
TEL (618) 939-5050  
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

PROFESSIONAL REGISTRATIONS	LICENSE NO.
ILLINOIS PROFESSIONAL DESIGN FIRM	184-001220
PROFESSIONAL ENGINEERING CORP.	62-035370
PROFESSIONAL STRUCTURAL ENGR. CORP.	81-005202
ILLINOIS PROF. LAND SURVEYING CORP.	048-000029
MISSOURI PROFESSIONAL ENGR. CORP.	NC 001528
MISSOURI LAND SURVEYING CORP.	NC 000346

SEAL

Signature: \_\_\_\_\_  
Signature Date: \_\_\_\_\_  
Expiration Date: \_\_\_\_\_

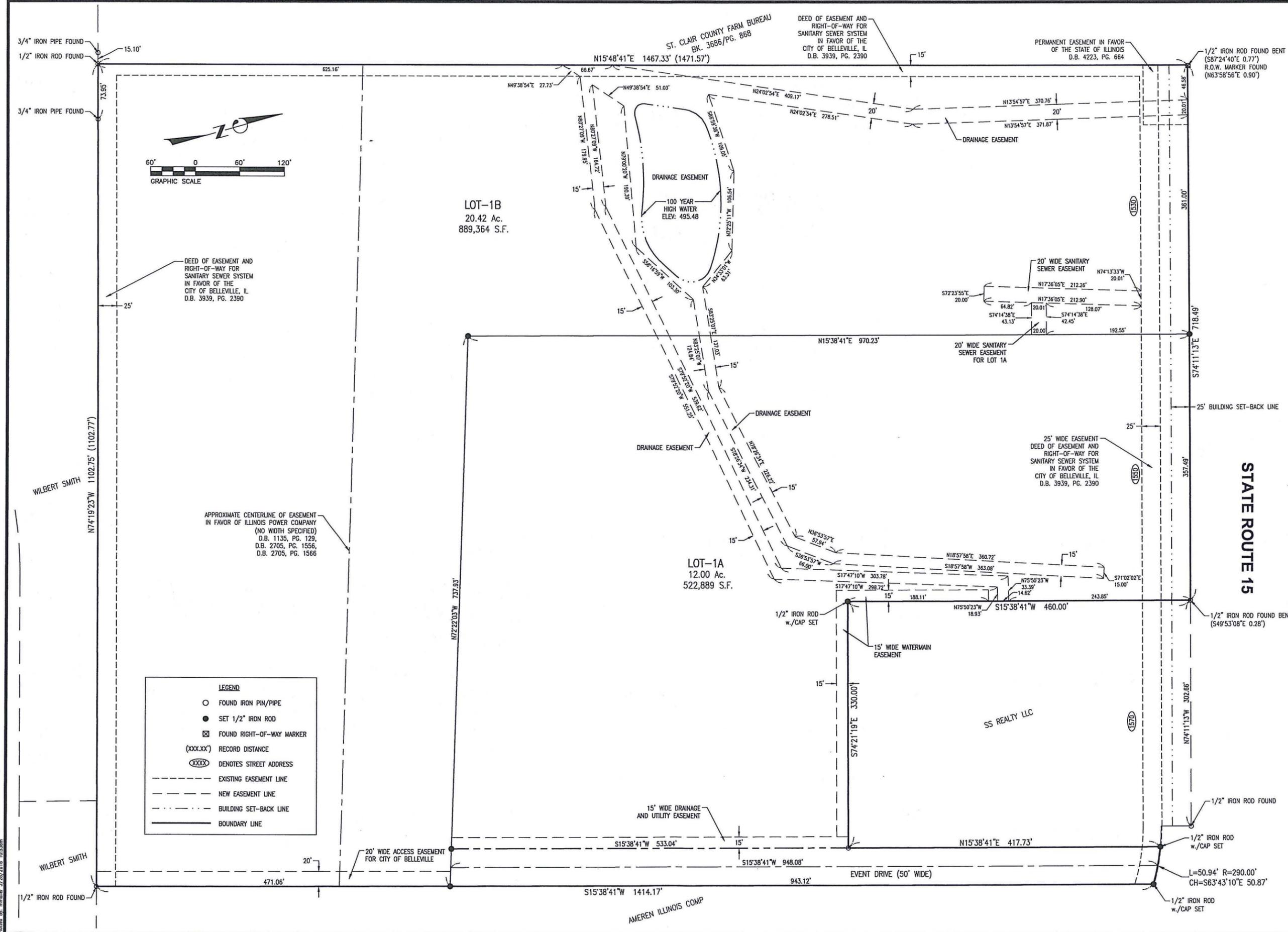
**STATEMENT OF RESPONSIBILITY**  
I hereby confirm that the document herein to be authenticated by my seal is restricted to this sheet, and I hereby disclaim any responsibility for all other drawings, specifications, estimates, reports or other documents or instruments relating to or intended to be utilized for any other part of the architectural, engineering or survey project.

TITLE: **FINAL PLAT**

PROJECT: **ST. CLAIR COUNTY EVENT CENTER CITY OF BELLEVILLE ST. CLAIR COUNTY ILLINOIS**

REV.	DATE	DESCRIPTION
△		
△		
△		

DRAWN BY: LEM	SHEET
DESIGNED BY: LEM	<b>2</b>
CHECKED BY: MJM	OF 2 SHEETS
APPROVED BY: MJM	FINAL PLAT
PROJECT NUMBER: D01140522	
<input checked="" type="checkbox"/> ISSUED FOR REVIEW	<input type="checkbox"/> ISSUED FOR BIDDING
<input type="checkbox"/> ISSUED FOR CONSTR.	<input type="checkbox"/> RECORD DRAWING



**LEGEND**

- FOUND IRON PIN/PIPE
- SET 1/2" IRON ROD
- ⊠ FOUND RIGHT-OF-WAY MARKER
- (XXX.XX) RECORD DISTANCE
- (XXXX) DENOTES STREET ADDRESS
- - - - - EXISTING EASEMENT LINE
- — — — NEW EASEMENT LINE
- · - · - · BUILDING SET-BACK LINE
- — — — BOUNDARY LINE

PA 14052214.dwg - PWSA - L1 - Comm - 140522 - FNPL1 - 01.dwg  
 Plotted by: amador 3/28/2018 10:55am



## ECONOMIC DEVELOPMENT, PLANNING, AND ZONING DEPARTMENT MEMORANDUM

**Meeting Date:** April 6, 2016

**Item No:** 2

**To:** Planning Commission

**From:** Annissa G. McCaskill, Director

**Subject:** Missionary Ventures (Shrine Development) Site Plan

**Action Requested:** Kaskaskia Engineering Group, on behalf of Missionary Ventures is requesting a recommendation by the Planning Commission to the City Council regarding the above-referenced Site Plan.

**Property Description:** The subject site (07-03.0-300-005), is a 33.1 acre C-2 Heavy Commercial District-zoned parcel located at the northeast quadrant of the intersection of Illinois Route 15 and Demazenod Drive.

**Property Owner/Applicant:** Missionary Oblates/Missionary Ventures

**Current Zoning:** C-2 Heavy Commercial District

**Background:** The subject site is currently vacant.



It is one of several parcels totaling over 500 acres annexed by the City of Belleville on December 14, 2014. In the Annexation Agreement, it was zoned C-2 Heavy Commercial District and the permitted uses established include restaurants, hotels and a convention center. A Site Plan for location of the Hofbrauhaus only, was reviewed by the Planning Commission on November 4, 2015 and approved by the City Council on November 16, 2016. The subject site is delineated by a red star in the aerial below.



**Comprehensive Plan:** The Future Land Use Map calls for this area to be used for General Commercial.

**Analysis:** In addition to the already-approved Hofbrauhaus, the Petitioners propose to build six (6) additional restaurants, one being 6,000 square feet with the remaining five being 10,000 square feet. The northern most portion of the site contains hotel uses and the proposed convention center. The subject site will be visible from Illinois Route 15 and Demazenod Drive. Access to the site will be via internal drives connecting to Demazenod and the proposed St. Eugene Drives.

During review of the Hofbrauhaus, the Commission raised concerns regarding pedestrian site circulation and adequate parking. The Petitioners have added pedestrian thoroughfares connecting the hotels, convention center and restaurants to each other and to parking areas. Parking regulations are found in Article VIII of the City of Belleville Zoning Code. The current

parking regulations do not address parking for "restaurant" uses. The only category that would be applicable is Section 60-8-22(c) "Commercial, Office, Service." as follows:

Use	Parking Spaces Required	Loading Spaces if Any
NOTE: All commercial and service uses, unless specifically indicated	1 space per 300 sq. ft. of floor area	To 10,000 sq. ft...1 space; more than 10,000 sq. ft...1 space plus 1 additional space per 50,000 sq. ft. of floor area in excess of 10,000 sq. ft.

The total number of parking spaces required for all the restaurant uses is **274**. The number provided on the Site Plan is **314**, a credit of **40** parking spaces

The Zoning Code requirement for hotels, motels, rooming houses and lodges are:

Use	Parking Spaces Required	Loading Spaces if Any
Hotels, motels, rooming houses, lodges (Ord. No 4770)	1 space per lodging . unit, plus employee parking	1 space if the use has 20,000 sq. ft. or more of floor area

The total number of parking spaces required for all the hotel uses is **338**. The number provided on the Site plan is 566, a credit of **228** parking spaces.

The remaining parking issue is the Ballroom/Convention Center. Our code has an "auditorium" use as shown below:

Use	Parking Spaces Required	Loading Spaces if Any
Churches, auditoriums	1 space per 4 seats in largest seating area.	Not applicable

The Plan indicates that the largest seating area in the Convention Center will hold 600 seats. This provides a requirement of **150** parking spaces. There are **257** parking spaces provided, a credit of **107** spaces.

Please note that although the parking is broken down by the individual uses on the site, this is one development. It will not be subdivided. The overall number of parking spaces required is 762. The Petitioners have shown an additional 60 parking spaces for employee parking. For a total of **822 required parking spaces**. The total number provided is 1137, with an additional 215 parking spaces for employees. The total number of parking spaces is provided is **1352**, which is an overall credit of **530** parking spaces of the requirements of City of Belleville Zoning Code requirements.

The Zoning Code also requires that for developments which contain over 20 parking spaces, that 5% be landscaped. The Petitioners have provided a Landscape Plan which exceeds the requirements of Code.

The Planning Commission has the following options when considering a Site Plan application:

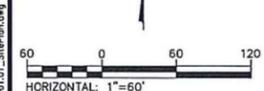
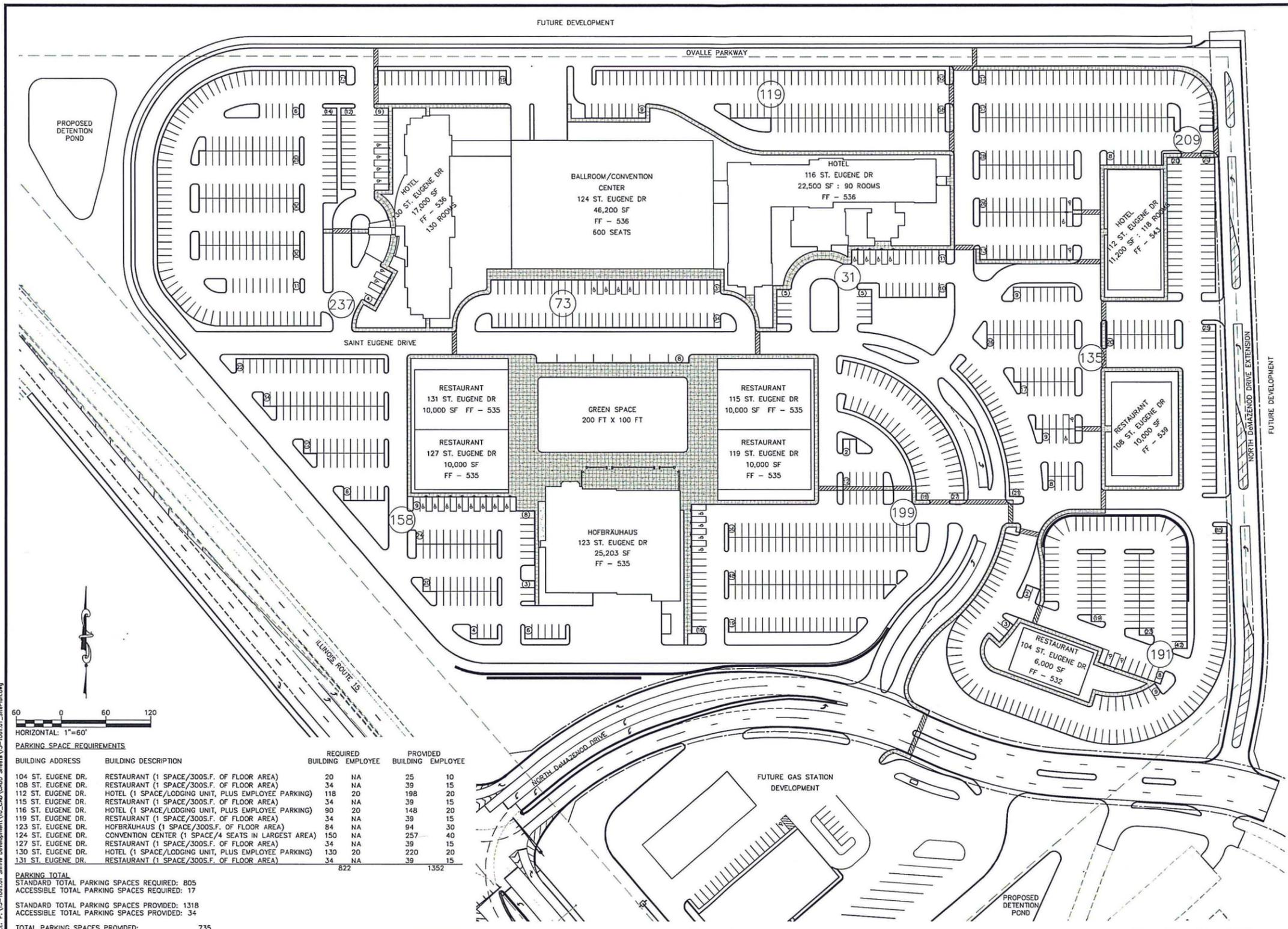
- Recommend approval as submitted
- Recommend approval with additional conditions
- Tabling the agenda item to a specific date with clarification of intent and purpose
- Recommend denial

**Staff**

**Recommendation:** Staff recommends approval of the Missionary Ventures Site Plan.

**City Council**

**Action:** Should the Planning Commission take action and make a recommendation on this agenda item, this Site Plan will be scheduled for City Council action on April 18, 2016.



**PARKING SPACE REQUIREMENTS**

BUILDING ADDRESS	BUILDING DESCRIPTION	REQUIRED BUILDING EMPLOYEE	REQUIRED BUILDING EMPLOYEE	PROVIDED BUILDING EMPLOYEE	PROVIDED BUILDING EMPLOYEE
104 ST. EUGENE DR.	RESTAURANT (1 SPACE/300S.F. OF FLOOR AREA)	20	NA	25	10
108 ST. EUGENE DR.	RESTAURANT (1 SPACE/300S.F. OF FLOOR AREA)	34	NA	39	15
112 ST. EUGENE DR.	HOTEL (1 SPACE/LODGING UNIT, PLUS EMPLOYEE PARKING)	118	20	198	20
115 ST. EUGENE DR.	RESTAURANT (1 SPACE/300S.F. OF FLOOR AREA)	34	NA	39	15
116 ST. EUGENE DR.	HOTEL (1 SPACE/LODGING UNIT, PLUS EMPLOYEE PARKING)	90	20	148	20
119 ST. EUGENE DR.	RESTAURANT (1 SPACE/300S.F. OF FLOOR AREA)	34	NA	39	15
123 ST. EUGENE DR.	HOFBRÄUHAUS (1 SPACE/300S.F. OF FLOOR AREA)	84	NA	94	30
124 ST. EUGENE DR.	CONVENTION CENTER (1 SPACE/4 SEATS IN LARGEST AREA)	150	NA	257	40
127 ST. EUGENE DR.	RESTAURANT (1 SPACE/300S.F. OF FLOOR AREA)	34	NA	39	15
130 ST. EUGENE DR.	HOTEL (1 SPACE/LODGING UNIT, PLUS EMPLOYEE PARKING)	130	20	220	20
131 ST. EUGENE DR.	RESTAURANT (1 SPACE/300S.F. OF FLOOR AREA)	34	NA	39	15
		622		1352	

**PARKING TOTAL**  
 STANDARD TOTAL PARKING SPACES REQUIRED: 805  
 ACCESSIBLE TOTAL PARKING SPACES REQUIRED: 17  
 STANDARD TOTAL PARKING SPACES PROVIDED: 1318  
 ACCESSIBLE TOTAL PARKING SPACES PROVIDED: 34  
 TOTAL PARKING SPACES PROVIDED: 735

FILE: P:\13-1001.01\Shrine Development\13-CMD\CADD\Sheet\13-1001.01\_SitePlan.dwg  
 LAST PLOTTED: 4/1/2016 4:33 PM OPERATOR: JLT

**Kaskaskia Engineering Group, LLC**  
 PROFESSIONAL REGISTRATIONS  
 Illinois Professional Design Firm  
 Professional Engineering Group  
 LICENSE NO.  
 184.004773  
 20-5082566  
 208 East Main Street,  
 Suite 100  
 Belleville, IL 62220  
 618.233.5877 phone  
 618.233.5977 fax  
 kaskaskiaeng.com

PROJECT TEAM:

PROFESSIONAL SEAL:

Signature: \_\_\_\_\_  
 Expiration Date: \_\_\_\_\_

REV.	DATE	DESCRIP
△		
△		
△		
△		

CIVIL SITE PLAN

PROJECT TITLE:  
 MISSIONARY VENTURES DEVELOPMENT  
 CITY OF BELLEVILLE  
 ST. CLAIR COUNTY, ILLINOIS

DESIGNED: JLT  
 BY: JLT  
 DRAWN: JLT  
 CHECKED: TJR  
 BY: TJR  
 SCALE: 1"=60'  
 DATE OF FINAL: C4.0  
 PROJECT NUMBER: 13-1001.01



# CITY OF BELLEVILLE, ILLINOIS

## ENGINEERING DEPARTMENT

407 E. LINCOLN ST.  
BELLEVILLE, ILLINOIS 62220

Office: 618-257-7649

Fax: 618-355-4260



CITY FLAG  
DESIGNED BY  
FREDRICK L. LANGE  
JULY 6<sup>th</sup> 1964

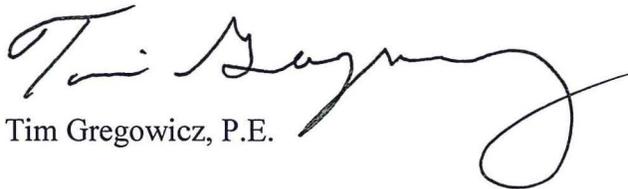


April 13, 2016

To Whom it May Concern,

At the Traffic Committee Meeting on Tuesday April 12, 2016, a motion was passed for the installation of a four way stop at Oak Street and East B Street. The Engineering Department has some concerns in regards to this new stop sign. This motion was passed without going through proper procedures. Accident data and traffic counts for the intersection was not compiled. I believe we may be setting a precedent for future near misses as stated at the meeting. The Traffic Committee in the past has followed the guidelines of the Manual on Uniform Traffic Control Devices (MUTCD) on warranting stop signs at intersections. Another big concern, is the sight distance at the intersection. In order to improve the sight distance parking along the street near that intersection would have to be prohibited which will result in residents losing parking. I do not believe the residents on B Street realize the parking would be removed. I would ask that the City Council would consider to table this motion and send back to committee. The committee could then review traffic and accident data. The residents of B Street would then be informed of the changes proposed.

Sincerely,

  
Tim Gregowicz, P.E.

February 4, 2016

Drew Friedman  
City of Belleville  
101 South Illinois Street  
Belleville, IL 62220

Subject: Phase II Storm Water Permit Implementation  
2016 Co-Permittee Scope of Work

Dear Drew Friedman:

Complying with the intent of the established Storm Water Co-Permittee Group (Group), RJN Group, Inc. (RJN) is pleased to provide you with this proposal for consulting services for the Phase II storm water permitting services for Permit Year 2016. We are once again looking forward to continuing assistance with St. Clair County and the Co-Permittee Group for the Phase II storm water initiatives. Last year was a year of transition from the last Notice of Intent (NOI) to the new one as well as the new Municipal Separate Storm Sewer System (MS4) permit that began in April 2015. Much of this year's focus will be on working with the new Storm Water Management Program (SWMP) that was developed in previous years and incorporating it into the next three years of the new permit. We have available an experienced project team to support the Group's needs in a manner as was accomplished in the previous phases of this project. Our team has the experience to prioritize project activities and guide the Group through the Phase II National Pollutant Discharge Elimination System permit implementation process.

#### **BASIC SCOPE OF SERVICES**

The scope of services is meant to provide necessary Phase II storm water plan implementation assistance over the next year (March 2016 through February 2017), which will coincide with Year 3 of the five-year permit period. If the State is late issuing the new permit, compliance with the program will continue and RJN will provide updates to the communities during the process.

#### **Phase II Storm Water Activities**

##### Phase II Storm Water Task 1 – Develop and Present Three Co-Permittee Meetings

One of the most important aspects of the Phase II plan implementation is the coordination of the Group. To accomplish this, periodic meetings with the Group will be required. RJN will develop the meeting agenda and content and prepare handouts, surveys, and PowerPoint presentations as necessary. Prior to each meeting, input will be solicited from the County. RJN will present meeting topics and facilitate discussions during the meeting. Meeting reminders will be e-mailed to each Co-Permittee community.



The approximate schedule for the three meetings and general topics to be covered are summarized below:

Meeting 1	April 2016	Finalizing Annual Reports
Meeting 2	August 2016	New Permit Updates and Incorporating SWMP Into the New Permit (If Released This Year)
Meeting 3	January 2017	Operations Training / Best Management Practices (BMP) Training

Phase II Storm Water – Minimal Control Measures (MCM) #6 – Government Operations Training Program

RJN will assemble the program content for the Government Operations Training Program. The purpose of this task is to develop a one- to three-hour training course that will concentrate on BMPs that should be used as normal municipal operations so that storm water runoff is not impacted. Specific operations to be covered in the training will include road maintenance activities, snow removal activities, road salting activities, fleet maintenance, chemical/petroleum storage and handling, and waste handling and disposal. RJN will conduct the Government Operations Training Program. RJN will also conduct BMP training that addresses sediment control and green infrastructure at the training program in accordance to the NOI. RJN will develop and send out one notification to all Co-Permittee communities concerning the date of the training. The St. Clair County Storm Water Coordinator will be responsible for arranging the training venues.

Phase II Storm Water Task 2 – Develop Annual Reports

RJN will develop the annual reports that are required to be submitted to the Illinois Environmental Protection Agency (IEPA) for the Co-Permittee communities. The reports will be standardized where applicable, and the communities will provide the unique details to tailor each community's annual report. A draft will be submitted to each community for review and comment. The report will be finalized based on minor comment changes by the community. The final report will be submitted to each community for signature and submittal to the IEPA.

Phase II Storm Water Task 3 – Update Brochures for Co-Permittee

RJN has developed multiple brochures for the Group to distribute as a requirement of the MS4 permit. These brochures need to be updated per the new NOI. RJN will update these brochures with the required information and distribute these to the Group in an electronic format so the communities can print them off for distribution in Years 3 through 5 of the permit cycle.

**ESTIMATED FEE**

RJN is prepared to perform the above-stated scope of services based on a lump-sum payment of \$1,500.00 for the minimum-required scope of services. Payment is required prior to RJN providing assistance with the annual reporting requirements, March 1, 2016.



If the release of the new MS4 Permit occurs within this project year, this constitutes a **major** change in the NOI for the community, and additional charges could result. In this case, the community will be contacted and an amendment drafted for work pertaining solely to the update of the community's NOI. This amendment would have to be approved by the community before any updates to the NOI were completed by RJN.

RJN looks forward to the opportunity to continue the mutually beneficial relationship and to assist the Group. If you agree with the scope and terms of this proposal, please sign and date as indicated at the bottom of this page and return to RJN. Thank you for your consideration.

Sincerely,

Jeffrey P. King, P.E.  
Branch Manager

**Terms and conditions of original contract dated January 8, 2003 between St. Clair County and RJN Group, Inc. will apply for this proposal.**

**Proposal Approval:**

**Proposal Accepted By:** \_\_\_\_\_

**Community Represented:** City of Belleville \_\_\_\_\_

**Name and Title (Printed):** Drew Friedman \_\_\_\_\_

Title

**Date:** \_\_\_\_\_

**\$1,500 Check Included** \_\_\_\_\_



***The Circle of Remembrance***  
***1200 Moreland Drive***  
***Belleville, IL 62223***  
***(618) 397-5994 OFFICE***  
***(618) 397-0755 FAX***

April 6, 2016

City Council Meeting  
City Clerk, City Hall  
101 S. Illinois Street  
Belleville, IL 62220

Dear City Council Meeting:

I am requesting use of the small community park on the corner of E. Main and N. Church. The theme for this community outreach will be, "***The Circle of Remembrance.***" This event is free to the public. The dates we would like to use the area will be on the second and third Sundays:

May 22, 2016, June 12, 2016, June 19, 2016, and July 10, 2016, July 17, 2016, August 14, 2016 and August 21, 2016 and September 11, 2016 and September 18, 2016. The time for each of these dates will be from 4:00pm through 7:00pm. This community outreach will be a musical with 15 to 20 people and remain open for anyone from the public to stop by and enjoy the performance at no charge.

If you have any questions please feel free to contact me at: 618-397-5994.  
Thank you for your time.

Sincerely,

A handwritten signature in black ink that reads 'Min. Frank Wagner'.

Min. Frank Wagner

[www.thecircleofremembrance.ning.com](http://www.thecircleofremembrance.ning.com)

*Eckert Florist, INC*  
*201 West Main Street*  
*Belleville, IL 62220*  
*618-233-9970*

April 14, 2016

Mr. Dallas Cook  
City of Belleville  
101 South Illinois St.  
Belleville, IL 62220

**Request for City Council Agenda of April 18, 2016**

Dear Mr. Cook,

On behalf of Eckert Florist, INC, I would like to submit a request to the City Council for permission to locate a refrigerated cooler (size: standard vehicle length) in one of our designated "Loading Zones" located in the first block of North Second Street.

The refrigerated cooler is necessary for our extra flower storage for Mother's Day & Christmas products. The refrigerated cooler will be in place on Sunday, May 1, 2016 and removed on or before Sunday May 15, 2016 and the week of November 20, 2016 and removed the week of December 25, 2016 (the same as last year)

Please understand the cooler will be placed in a parking spot already designated as a loading zone associated with our business. Additionally, Eckert Florist, INC will coordinate with the Belleville Street Department to appropriately locate the required cones/lighted barricades to protect the safety of drivers.

I appreciate your consideration in this matter. Any questions, please feel free to contact me at 618-233-9970 or 618-781-4516.

Sincerely,

Rita Eckert – Owner  
Eckert Florist, INC

c.c. Erin Clifford

**Resolution No. 3260**

**INDUCEMENT RESOLUTION**

**WHEREAS**, the City of Belleville, Illinois, desires to redevelop an area consisting of approximately six acres, located on the northeast side of W. Main Street, generally between N. 66th Street and N. 64th Street. The area to be developed, or redeveloped, may also include other properties in the vicinity of these boundaries; and,

**WHEREAS**, it appears that the area cannot be redeveloped without the adoption of a business district plan pursuant to the Business District Development and Redevelopment Law, 65 ILCS 5/11-74.3 et seq. (“Business District”); and,

**WHEREAS**, the City will be expending certain funds in order to create the business district plan, and it is the intent of the City to recover these expenditures from the first proceeds of the Business District; and,

**WHEREAS**, the City wishes to encourage developers to pursue a plan for redevelopment of the area and make such expenditures as are reasonably necessary in that regard with confidence that said expenditures may be allowable redevelopment project costs under the plan once adopted.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Belleville, Illinois, on this 18<sup>th</sup> day of April, 2016, that the City hereby determines the following:

That any costs and expenditures incurred by the City in creating, developing, designating, implementing, adopting, and administering the business district plan and proposed business district, shall be deemed allowable “business district project costs” under the Business District Law. The City shall be authorized to recover said costs and expenditures from the first proceeds generated by the proposed Business District, and received by the City. Notwithstanding the foregoing, this Resolution is not a guarantee that any such adoption or approval of the Business District will occur, but rather is an expression of the sense of the City at this moment.

**PASSED** by the City Council of the City of Belleville, Illinois, this 18th day of April, 2016 on the following roll call vote:

	<u><b>AYE</b></u>	<u><b>NAY</b></u>
Joe Hazel	_____	_____
Ken Kinsella	_____	_____
Jane Pusa	_____	_____
Michael Buettner	_____	_____
Kent Randle	_____	_____
Scott Tyler	_____	_____
Johnnie Anthony	_____	_____
Raffi Ovia	_____	_____
Ed Dintelman	_____	_____
Phillip Silsby	_____	_____
Paul Seibert	_____	_____
Bob White	_____	_____
Phil Elmore	_____	_____
Trent Galetti	_____	_____
Roger Wigginton	_____	_____
James Musgrove	_____	_____

**APPROVED** by the Mayor of the City of Belleville, this 18thday of April, 2016.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

(SEAL)

**RESOLUTION NO. 3261**

**A RESOLUTION AMENDING THE ANNUAL BUDGET OF THE CITY OF BELLEVILLE, ILLINOIS FOR THE FISCAL YEAR BEGINNING ON THE FIRST DAY OF MAY 2015, AND ENDING ON THE 30<sup>TH</sup> DAY OF APRIL, 2016.**

**WHEREAS**, the City of Belleville has passed an ordinance establishing the annual budget for the City of Belleville, Illinois for the fiscal year beginning May 1, 2015 and ending April 30<sup>th</sup>, 2016; and,

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

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

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

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

**PASSED** by 2/3 vote of the City Council of the City of Belleville, Illinois on the \_\_\_\_\_ day of \_\_\_\_\_, 2016 on the following roll call vote:

	<b><u>AYE</u></b>	<b><u>NAY</u></b>
Joseph Hazel	_____	_____
Ken Kinsella	_____	_____
Mike Buettner	_____	_____
Jane Pusa	_____	_____
Scott Tyler	_____	_____
Kent Randle	_____	_____
Johnnie Anthony	_____	_____
Raffi Ovian	_____	_____
Phillip Silsby	_____	_____
Ed Dintleman	_____	_____
Paul Seibert	_____	_____
Bob White	_____	_____
Trent Galetti	_____	_____

James Musgrove  
Roger Wigginton  
Phil Elmore

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**APPROVED** by the Mayor of the City of Belleville, Illinois this \_\_\_\_\_ day  
of \_\_\_\_\_, 2016.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

**RESOLUTION NO. 3262**

**A RESOLUTION AMENDING THE ANNUAL BUDGET OF THE CITY OF BELLEVILLE, ILLINOIS FOR THE FISCAL YEAR BEGINNING ON THE FIRST DAY OF MAY 2015 AND ENDING ON THE 30<sup>TH</sup> DAY OF APRIL, 2016.**

**WHEREAS**, the City of Belleville has passed an ordinance establishing the annual budget for the City of Belleville, Illinois for the fiscal year beginning May 1, 2015 and ending April 30<sup>th</sup>, 2016; and,

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

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

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

**Section 1.** The annual budget is hereby amended by changing the amounts budgeted in accounts shown on Exhibit “A” attached hereto from the figure shown under the column titled “Original Budgeted Amount” to the figure shown under the column “Revised Budgeted Amount”. The source of funds for these additions is explained on Exhibit “A”.

**PASSED** by 2/3 vote of the City Council of the City of Belleville, Illinois on the \_\_\_\_\_ day of \_\_\_\_\_, 2016 on the following roll call vote:

	<b><u>AYE</u></b>	<b><u>NAY</u></b>
Joseph Hazel	_____	_____
Ken Kinsella	_____	_____
Mike Buettner	_____	_____
Jane Pusa	_____	_____
Scott Tyler	_____	_____
Kent Randle	_____	_____
Johnnie Anthony	_____	_____
Raffi Ovian	_____	_____
Phillip Silsby	_____	_____
Ed Dintleman	_____	_____
Paul Seibert	_____	_____
Bob White	_____	_____
Trent Galetti	_____	_____

James Musgrove  
Roger Wigginton  
Phil Elmore

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**APPROVED** by the Mayor of the City of Belleville, Illinois this \_\_\_\_\_ day  
of \_\_\_\_\_, 2016.

\_\_\_\_\_  
MAYOR

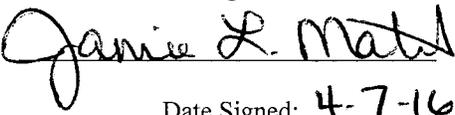
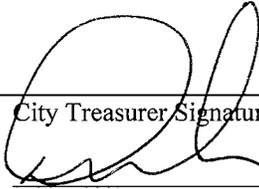
ATTEST:

\_\_\_\_\_  
CITY CLERK

REQUEST FOR SUPPLEMENTAL AMENDMENT - **BUDGET** – 2015-16

DEPARTMENT/ DIVISION	ACCOUNT NUMBER (LINE ITEM)	LINE ITEM DESCRIPTION	ORIGINAL BUDGETED AMOUNT	AMOUNT OF TRANSFER	REVISED BUDGETED AMOUNT
TIF #1	09-00-54900	Other Professional Services	1,000	+1,000	2,000
Special Service Area	30-00-57100	Utilities	10,700	+2,000	12,700
Belleville Tourism	44-00-54900	Other Professional Services	36,600	+1,500	38,100
Sewer Collections	21-75-57810	Stookey Township	150,000	+75,000	225,000
	21-75-54900	Other Professional Services	83,000	+35,000	118,000

Reason for transfer: Amendments are based on new revenue or prior year fund balance.

Department Head Signature: _____  Date Signed: _____	Finance Director Signature:  Date Signed: <u>4-7-16</u>	City Treasurer Signature:  Date Signed: <u>2 Apr 16</u>
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Completed By:	J. Maitret	Date Completed:	4-4-16	Entered By:		Date Entered:	
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## RESOLUTION NO. 3263

### A RESOLUTION AUTHORIZING BANK LOAN

**WHEREAS**, in order to purchase Self-Contained Breathing Apparatus Equipment ("SCBA Equipment"), the City of Belleville ("City") desires to enter into a Loan Agreement ("Loan") dated May 6, 2016 with Bank of Belleville in the amount of Two Hundred Forty Seven Thousand Nine Hundred Forty Six Dollars (\$247,946.00), payable over a period of no more than four (4) years at 1.805% annual interest rate, plus a Loan fee of Two Hundred Dollars (\$200.00);

**WHEREAS**, the City has carefully reviewed its financing requirements for the current calendar year and reasonably expects that it will not issue more than ten million dollars (\$10,000,000) of tax-exempt obligations during the calendar year;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Belleville, Illinois, as follows:

**Section 1.** In order to purchase SCBA Equipment, this City Council hereby authorizes, empowers and directs the Mayor to execute on its behalf the loan documents and any addenda, schedule, notes, UCC financing statements or other instruments issued under the provision of the Loan dated May 6, 2016 with Bank of Belleville in the amount of Two Hundred Forty Seven Thousand Nine Hundred Forty Six Dollars (\$247,946.00), payable over a period of no more than four (4) years at 1.805% annual interest rate, plus a Loan fee of Two Hundred Dollars (\$200.00), and any other instrument or document which may be necessary or expedient in connection with agreement upon or fulfillment of the provisions of the Loan.

**Section 2.** Pursuant to Section 265(b)(3) of the Internal Revenue Code of 1986, as amended, this Loan be and hereby is designated a "qualified tax-exempt obligation" includable within the ten million dollars (\$10,000,000) of the aggregate issues designated as "qualified tax-exempt obligations" for the calendar year within which this Loan is entered into.

**Section 3.** This City Council has no present intention to designate more than ten million dollars (\$10,000,000) of tax-exempt obligations during the current calendar year as qualified tax-exempt obligations and City, together with its subordinate entities, does not reasonably expect to issue more than ten million dollars (\$10,000,000) of tax-exempt obligations during the current calendar year.

**Section 4.** This Resolution shall be in full force and effect after its passage and approval as provided by law.

**PASSED** by the City Council of the City of Belleville, Illinois, on this 18<sup>th</sup> day of April, 2016 on the following roll call vote:

	<u><b>AYE</b></u>	<u><b>NAY</b></u>
Joseph Hazel	_____	_____
Ken Kinsella	_____	_____
Janet Schmidt	_____	_____
Michael Buettner	_____	_____
Kent Randle	_____	_____
Scott Tyler	_____	_____
Johnnie Anthony	_____	_____
Raffi Ovia	_____	_____
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 19<sup>th</sup> day of April, 2016.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

**ORDINANCE NO. 7946**

**AN ORDINANCE PROHIBITING THE USE OF GROUNDWATER AS A POTABLE WATER SUPPLY BY THE INSTALLATION OR USE OF POTABLE WATER SUPPLY WELLS OR BY ANY OTHER METHOD**

WHEREAS, certain properties in the City of Belleville, St. Clair County, Illinois have been used over a period of time for commercial/industrial purposes; and,

WHEREAS, because of said use, concentrations of certain chemical constituents in the groundwater beneath the City may exceed Class 1 groundwater quality standards for potable resource groundwater as set forth in 35 Illinois Administrative Code 620 or Tier 1 remediation objectives as set forth in 35 Illinois Administrative Code 742; and,

WHEREAS, the City of Belleville desires to limit potential threats to human health from groundwater contamination while facilitating the redevelopment and productive use of properties that are the source of said chemical constituents;

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

Section 1: Use of groundwater as a potable water supply prohibited.

The use of, or attempted use of groundwater as a potable water supply by the installation or drilling of wells or by any other method is hereby prohibited within the portion of the City of Belleville depicted in Exhibit A and described in Exhibit B, which are attached hereto and incorporated herein by reference. This prohibition includes the City of Belleville.

Section 2: Penalties

Any person violating the provisions of this ordinance shall be subject to a fine of up to Five Hundred Dollars (\$500.00) for each violation.

Section 3: Definitions

"Person" is any individual, partnership, co-partnership, firm, company, limited liability company, corporation, association, joint stock company, trust, estate, political subdivision, or any other legal entity, or their legal representatives, agents or assigns.

"Potable Water" is any water used for human or domestic consumption, including, but not limited to, water used for drinking, bathing, swimming, washing dishes, or preparing foods.

Section 4: Repealer

All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed insofar as they are in conflict with this ordinance.

Section 5: Severability

If any provision of this ordinance or its application to any person or under any circumstances is adjudged invalid, such adjudication shall not affect the validity of the ordinance as a whole or of any portion not adjudged invalid.

Section 6: Effective Date

This ordinance shall be in full force and effect from and after its passage, approval and publication as required by law.

	<u>AYE</u>	<u>NAY</u>
Ken Kinsella	_____	_____
Joe Hazel	_____	_____
Jane Pusa	_____	_____
Mike Buettner	_____	_____
Kent Randle	_____	_____
Scott Tyler	_____	_____
Johnnie Anthony	_____	_____
Raffi Ovian	_____	_____
Phillip Silsby	_____	_____
Edward Dintleman	_____	_____
Paul Seibert	_____	_____
Bob White	_____	_____
Phil Elmore	_____	_____
Trent Galetti	_____	_____
James Musgrove	_____	_____
Roger Wigginton	_____	_____

Presented, passed, approved and recorded this 18th day of April, 2016.

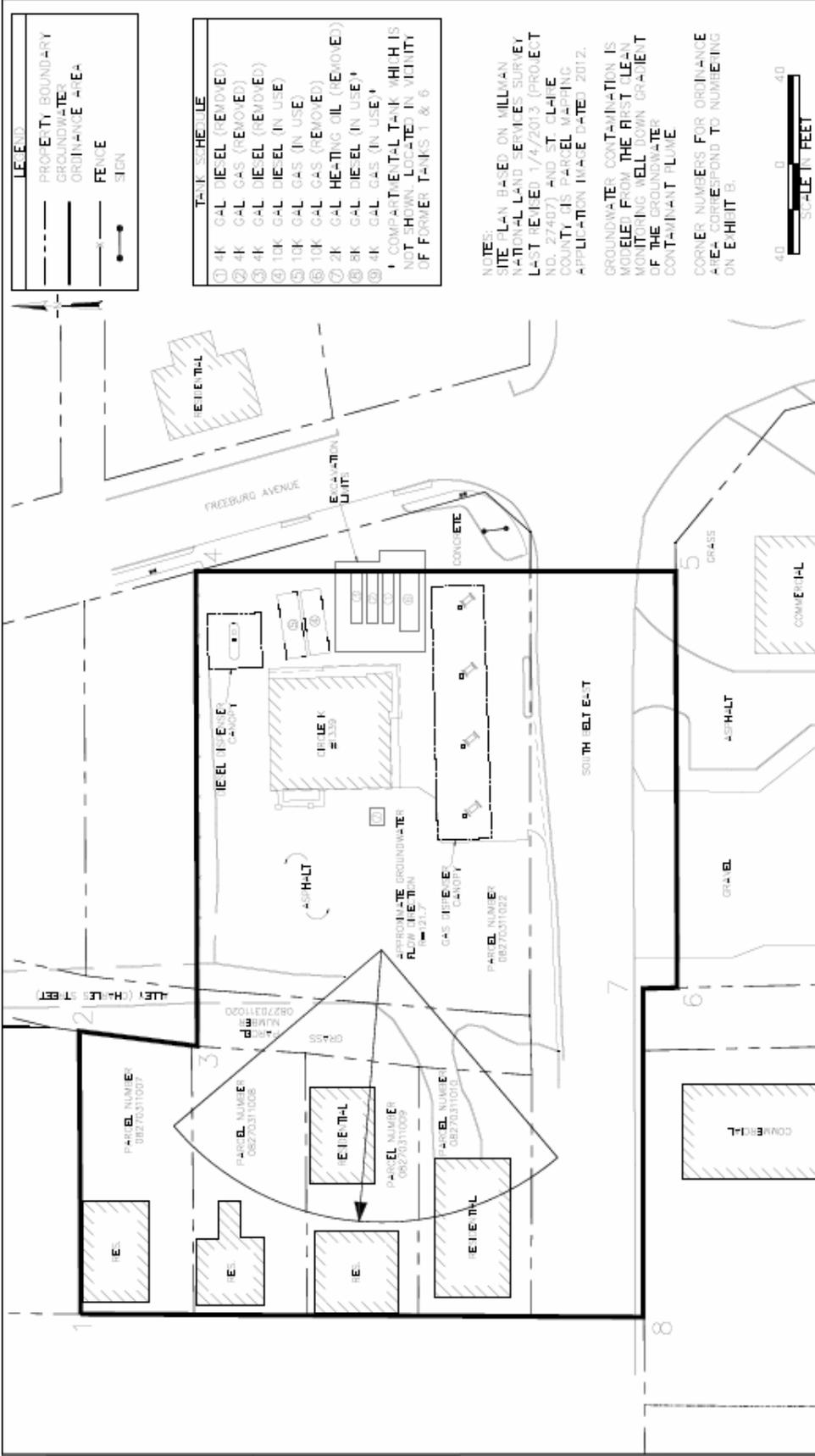
Approved:

\_\_\_\_\_  
Mark W. Eckert, Mayor

[SEAL]

ATTEST:

\_\_\_\_\_  
City Clerk



**MODELED EXTENT OF GROUNDWATER CONTAMINATION WITH PROPOSED ORDINANCE AREA**

CIRCLE K #1339  
481 SOUTH BELT EAST  
BELLEVILLE, ILLINOIS

**Project No.:**  
337003

**Drawing File:**  
337003

**Date:**  
3/23/2016

**SCALE:**  
AS SHOWN

**FIGURE:**  
EXHIBIT A

**American Environmental**

Indianapolis, Indiana - Corporate Office (317) 871-0000  
 Louisville, Kentucky - Regional Office (502) 491-0144  
 Evansville, Indiana - Regional Office (317) 871-7740  
 St. Louis, Missouri - Regional Office (314) 585-6517

## EXHIBIT B

### DESCRIPTION OF PROPOSED GROUNDWATER ORDINANCE AREA

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The use or attempt to use of groundwater as a potable water supply by the installation or drilling of wells or by any other method, including at points of withdrawal by the City of Belleville, is hereby prohibited within an irregular shaped area whose corners are described by the following Illinois State Plane West Zone Metric Coordinates based on World Geodetic System of 1984 (WGS84) and shown on Exhibit A.

<u>Corner</u>	<u>Northing</u>	<u>Easting</u>
1	203828.308	716367.977
2	203828.498	716406.704
3	203813.065	716404.817
4	203812.754	716469.451
5	203747.489	716471.242
6	203747.259	716412.802
7	203751.920	716412.705
8	203751.718	716368.133

**Ordinance No. 7947**

**AN ORDINANCE ESTABLISHING A BUSINESS DISTRICT TAX ALLOCATION FUND FOR THE AREA SUBJECT TO RESOLUTION 3260**

**WHEREAS**, the Illinois Compiled Statutes, more particularly those portions known as the “Business District Development and Redevelopment Law” (65 ILCS 5/11-74.3 et seq.), hereinafter referred to as the “Law”, provide for the creation of a “Business district tax allocation fund”, as that term is defined in the Law; and

**WHEREAS**, the Law provides that monies deposited in the business district tax allocation fund must be used for the purpose of paying “Business district project costs”, as that term is defined in the Law, and paying obligations incurred pursuant to the Law.

**NOW, THEREFORE, BE IT ORDAINED**, by the City Council of the City of Belleville, Illinois, as follows:

**SECTION 1.** The City shall create a business district tax allocation fund for the area which is subject to Resolution 3260. The monies placed in said fund shall be used for the purpose of paying business district project costs, and of paying obligations incurred pursuant to the Law, all as permitted by the Law;

**SECTION 2.** This Ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

**PASSED** by the City Council of the City of Belleville, Illinois, this 18th day of April, 2016 on the following roll call vote:

	<u><b>AYE</b></u>	<u><b>NAY</b></u>
Joe Hazel	_____	_____
Ken Kinsella	_____	_____
Jane Pusa	_____	_____
Michael Buettner	_____	_____
Kent Randle	_____	_____
Scott Tyler	_____	_____
Johnnie Anthony	_____	_____
Raffi Ovian	_____	_____
Ed Dintelman	_____	_____
Phillip Silsby	_____	_____
Paul Seibert _____	_____	_____
Bob White	_____	_____
Phil Elmore _____	_____	_____
Trent Galetti	_____	_____
Roger Wigginton	_____	_____
James Musgrove	_____	_____

**APPROVED** by the Mayor of the City of Belleville, this 18th day of April, 2016.

\_\_\_\_\_  
MAYOR

ATTEST:

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CITY CLERK

(SEAL)

ORDINANCE NO. 7948-2016

**AN ORDINANCE ESTABLISHING THE ANNUAL BUDGET OF THE CITY OF BELLEVILLE, ILLINOIS, FOR THE FISCAL YEAR BEGINNING ON THE FIRST DAY OF MAY, A.D. 2016 AND ENDING ON THE 30<sup>TH</sup> DAY OF APRIL, A.D. 2017**

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

**Section 1.** The following sums of money, or as much therefore as may be authorized by law, as may be needed or deemed necessary to defray all expenses and liabilities of the City, be and the same are hereby budgeted for the corporate purposes and objects of said City hereinafter set forth in the attached budget (which is marked Exhibit "A", and made a part hereof) for the Fiscal Year commencing on the first day of May, A.D. 2016 and ending on the 30th day of April, A.D. 2017.

**Section 2.** This Ordinance shall be in full force and effect ten (10) days from and after its passage, approval and publication all as provided by law.

PASSED by the City Council of the City of Belleville, Illinois, on this 18<sup>th</sup> day of April, 2016 on the following roll call vote:

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

2016. **APPROVED** by the Mayor of the City of Belleville, Illinois this 19<sup>th</sup> day of April,

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MAYOR

ATTEST:

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CITY CLERK

SYS DATE:04/13/16

CITY OF BELLEVILLE  
C L A I M S H E E T

SYS TIME:13:37

DATE: 04/18/16

Monday April 18,2016

[NCS]  
PAGE 9

VENDOR #	NAME	DEPT.	AMOUNT
=====			
13	MOTOR FUEL TAX FUND		
194	BEELMAN LOGISTICS LLC	13-00	3,602.25
6563	CHRIST BROS. ASPHALT, INC.	13-00	37,067.73
666	MACLAIR ASPHALT COMPANY	13-00	2,945.82
EL001	ELECTRICO, INC.	13-00	11,778.75
FO033	FOURNIE CONTRACTING COMPANY, INC	13-00	15,035.00
RC001	RCS CONSTRUCTION, INC	13-00	168,497.98
SM002	SMITHTON TOWNSHIP ROAD DISTRICT	13-00	4,725.00
	**TOTAL		----- 243,652.53
13	MOTOR FUEL TAX FUND	GRAND TOTAL	243,652.53