



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

**CITY COUNCIL AGENDA
CITY OF BELLEVILLE, IL
MAY 2, 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

7-A. Mayor Eckert will recognize the character word of the month “self-discipline” meaning, think about your words and actions and then making choices that are right.

7-B. Congress designated **May** as **National Military Appreciation Month** in 1999 to ensure the nation was given the opportunity to publically demonstrate their appreciate for the sacrifices and successes made by our service members – past and present.

7-C. Mayor Eckert will recommend his Department Head and Staff Appointments for fiscal year 2016-2017.

7-D. Mayor Eckert will recommend City Council Committee Appointments for fiscal year 2016-2017.

7-E. Mayor Eckert will recommend the reappointment of Jim Rokita to serve a two year term on the Police Pension Board.

8. APPROVAL OF MINUTES

8-A. Council Meeting – April 18, 2016.

9. CLAIMS, PAYROLL AND DISBURSEMENTS

9-A. Motion to approve claims and disbursements in the amount of **\$2,851,251.92** and payroll in the amount of **\$1,147,455.48**.

10. REPORTS

10-A. City Attorney report dated April 28, 2016.

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

11-A. MOTIONS FROM BOARD OF FIRE & POLICE COMMISSION:

- 11 (A-1). Motion to approve hiring two police officers:
- Kyle M. Wilson
 - Aaron T. Spargur

11-B. MOTIONS FROM MASTER SEWER COMMITTEE:

- 11 (B-1). Motion to accept and have Mayor Eckert sign sewer easements with Don C. Woodrome Trust, Kenneth, Michael and Robyn Weilbacher, and Laborers Local #459.

11 (B-2). Motion to approve low bid for South 11th Street Sewer Extension to Hank's Excavating and Landscaping for \$496,865.00.

11 (B-3). Motion to approve property transfer agreement with Lindenwood.

11-C. MOTIONS FROM **ADMINISTRATION**:

11 (C-1). Motion to enter into an agreement with Word Systems Inc. for 911 recording software that includes hardware and software updates for a period of 10 years.

11 (C-2). Motion to enter into an agreement with Lindenwood University-Belleville for a Facility Use Agreement.

11-D. MOTIONS FROM **ORDINANCE AND LEGAL COMMITTEE**:

11 (D-1). Motion to approve an Ordinance Approving the Discontinuance and Abolishment of Belleville Township and the Transfer of all the Rights, Powers, Duties, Assets, Property, Liabilities, Obligations and Responsibilities of Belleville Township to the City of Belleville.

12. COMMUNICATIONS

12-A. Communication from Lindenwood requesting to hold a dance on May 5, 2016 from 9:00 p.m. until midnight on the tennis courts. *(this type of an event has been requested and approved over the last several years).*

12-B. Communication from Beacon Ministry requesting to hold their 4th Annual 5K Run/Walk on Saturday, July 23, 2016.

13. PETITIONS

14. RESOLUTIONS

14-A. **RESOLUTION NO. 3264**

A Resolution Whereas the City of Belleville Art on the Square is sponsoring their event May 12-15, 2016.

14-B. **RESOLUTION NO. 3265**

A Resolution Whereas the City of Belleville Wine, Dine & Jazz is sponsoring their event June 24-25, 2016.

15. ORDINANCES

15-A. **ORDINANCE NO. 7949-2016**

An Ordinance Approving the Discontinuance and Abolishment of Belleville Township and the Transfer of all the Rights, Powers, Duties, Assets, Property, Liabilities, Obligations and Responsibilities of Belleville Township to the City of Belleville.

15-B. **ORDINANCE NO. 7950-2016**

Motion to approve An Ordinance Amending Chapter 52 (Traffic) of the revised ordinances of the City of Belleville, Illinois as amended, by amending portions of sections thereof.

16. UNFINISHED BUSINESS

17. MISCELLANEOUS & NEW BUSINESS

17-A. Motor Fuel Claims in the Amount of **\$1,462.95**.

17-B. Appointment of Belleville Township Transition Task Force.

18. EXECUTIVE SESSION

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

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

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.

Mayor Eckert's Appointments for Fiscal Year
May 1, 2016 – April 30, 2017

- **Garrett P. Hoerner**, City Attorney
- **Brian Flynn**, Assistant City Attorney
- **Bill Clay**, Police Chief
 - **Jim Spargur**, Assistant Police Chief
- **Tom Pour**, Fire Chief
 - **Bud Jacob's, Jr.**, Deputy Fire Chief
- **Jamie Maitret**, Director of Finance
- **Tim Gregowicz**, City Engineer
- **Ken Vaughn**, Director of Maintenance & City Buildings, Assistant City Engineer
- **Jim Schneider**, Director of Human Resources, Training & Community Development
 - **Peggy Hartmann**, Assistant to Director of Human Resources, Risk Management and Training, Community Development Assistant
- **Debbie Belleville**, Director of Parks & Recreation
 - **Jason Poole**, Assistant Director of Parks & Recreation
- **Bob Sabo**, Director of Health, Housing & Building
 - **Roger Barfield**, Manager of Health, Housing & Building
 - **Jeff Heidorn**, Building Commissioner
 - **Ken Bassler, Jr.**, Electrical, Mechanical and HVAC Inspector
- **Chuck Schaeffer**, Director of Public Works – Streets, Sanitation & Cemetery
 - **Mike Parks**, Assistant Director of Public Works – Streets, Sanitation & Cemetery
- **Royce Carlisle**, Director of Waste Water Treatment Plant & Sewer Lines
 - **Randy Smith, Sr.** Assistant Director of Waste Water Treatment Plant & Sewer Lines
 - **Jay Godt**, Waste Water Treatment Plant Pre-Treatment Coordinator
- **Annissa McCaskill**, Director of Economic Development, Planning & Zoning
- **Sharon Strausbaugh**, Manager of City Website & Marketing
- **Erin Clifford**, Executive Assistant to Mayor, Deputy Liquor Commissioner, FOIA Officer
 - **Jessica Muckensturm**, Administrative Assistant to Mayor's Office
- **Jim Rokita**, Administration Investigator
- **Patti Rompel**, Delinquent Sewer Department Collector
- **Sherry Wright**, Delinquent Sewer Department Collector
- **Rich Peppers**, IT Specialist
 - **Alan Zurliene**, Assistant IT Specialist
- **Jerry Massey**, Vehicle Maintenance Mechanic

COUNCIL COMMITTEES APPOINTED BY THE MAYOR

Fiscal Year 2016/2017

All meetings held at Belleville City Hall, 101 So. Illinois Street, Belleville, IL unless otherwise noted
**PLEASE VIEW ATTACHED PAGE FOR MEETING RELOCATIONS PENDING CITY HALL RENOVATIONS
FROM JULY 2016 THROUGH JANUARY 2017**

* Denotes Committee Chairman

<u>COMMITTEE</u>	<u>DATE-TIME-PLACE</u>	<u>STAFF SUPPORT</u>
<u>FINANCE</u> *Phil Silsby 5 Joe Hazel 1 Jane Pusa 2 Kent Randle 3 Raffi Ovian 4 Paul Seibert 6 Trent Galetti 7 Jim Musgrove 8	2 nd Monday 7:00 p.m. Council Chambers	City Treasurer Dir. of Finance
<u>POLICE & FIRE</u> *Johnnie Anthony 4 Joe Hazel 1 Jane Pusa 2 Kent Randle 3 Phil Silsby 5 Paul Seibert 6 Phil Elmore 7 Jim Musgrove 8	2 nd Monday 6:00 p.m. 2 nd Floor Conf Rm	Fire Chief Police Chief
<u>MASTER SEWER</u> *Ed Dintelman 5 Joe Hazel 1 Mike Buettner 2 Scott Tyler 3 Johnnie Anthony 4 Bob White 6 Phil Elmore 7 Roger Wigginton 8	1 st Monday 6:00 p.m. 2 nd Floor Conf Rm	Dir. of WWTP/Sewer Lines
<u>STREETS & GRADES</u> *Paul Seibert 6 Ken Kinsella 1 Mike Buettner 2 Kent Randle 3 Raffi Ovian 4 Ed Dintelman 5 Phil Elmore 7 Roger Wigginton 8	3 rd Monday 6:00 p.m. 2 nd Floor Conf Rm	City Engineer Dir. of Public Works
<u>TRAFFIC COMMITTEE</u> *Bob White Jane Pusa Scott Tyler Johnnie Anthony Phil Elmore	2 nd Tuesday 8:00 a.m. 2 nd Floor Conf Rm	City Engineer Police Dept. Rep
<u>PUBLIC HEALTH & HOUSING</u> *Ken Kinsella Scott Tyler Raffi Ovian Ed Dintelman Jim Musgrove	1 st Wednesday 6:00 p.m. 2 nd Floor Conf Rm	Dir of Health & Housing

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<u>COMMITTEE</u>	<u>DATE-TIME-PLACE</u>	<u>STAFF SUPPORT</u>
<u>PERSONNEL</u> * Phil Silsby Jane Pusa Johnnie Anthony Bob White Ed Dintelman	As Needed	Mayor Dir. of Human Resources
<u>ECONOMIC DEV. & ANNEX</u> *Ken Kinsella 1 Jane Pusa 2 Kent Randle 3 Johnnie Anthony 4 Phil Silsby 5 Paul Seibert 6 Trent Galetti 7 Roger Wigginton 8	1 st Wednesday 5:00 p.m. 2nd Floor Conf Rm	Dir. of ED&P City Engineer
<u>ORDINANCE & LEGAL REVIEW</u> *Roger Wigginton Ken Kinsella Jane Pusa Bob White Trent Galetti	2 nd Tuesday 6:00 p.m. Council Chambers	City Attorney or Asst City Attorney-As Needed
<u>ELECTORAL BOARD</u> Mark Eckert, Mayor Dallas Cook, City Clerk Paul Seibert, Sr. Alderman	As Needed	City Attorney or Asst City Attorney-As Needed
<u>OTHER</u> <u>Library Board</u> Phil Silsby	2 nd Thursday 6:30 p.m. Main Library	
<u>Downtown Redevelopment</u> *Ken Kinsella	4 th Monday 4:00 p.m. 2 nd Floor Conf Rm	
<u>Planning Commission</u> Ed Dintelman Bob White	1 st Wednesday 7:00 p.m. Council Chambers	

Note- If a meeting falls on a holiday, please contact City Hall to confirm whether meeting has been rescheduled

According to Belleville City Code, Chapter 2-City Council, Section 2-1-5 (C), The Mayor shall be ex-officio member of all committees.

COUNCIL COMMITTEES APPOINTED BY THE MAYOR
Fiscal Year 2016/2017 – JULY 2016 through JANUARY 2017

TEMPORARY MEETING LOCATIONS ARE SHOWN IN RED PENDING CITY HALL RENOVATIONS

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<u>POLICE & FIRE</u> *Johnnie Anthony 4 Joe Hazel 1 Jane Pusa 2 Kent Randle 3 Phil Silsby 5 Paul Seibert 6 Phil Elmore 7 Jim Musgrove 8	2 nd Monday 6:00 p.m. FIRE ADMIN BLDG - 1125 S. ILLINOIS ST.	Fire Chief Police Chief
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<u>TRAFFIC COMMITTEE</u> *Bob White Police Dept. Rep Jane Pusa Scott Tyler Johnnie Anthony Phil Elmore	2 nd Tuesday 8:00 a.m. FIRE ADMIN BLDG - 1125 S. ILLINOIS ST.	City Engineer
<u>PUBLIC HEALTH & HOUSING</u> *Ken Kinsella Scott Tyler Raffi Ovian Ed Dintelman Jim Musgrove	1 st Wednesday 6:00 p.m. FIRE ADMIN BLDG - 1125 S. ILLINOIS ST.	Dir of Health & Housing

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**CITY OF BELLEVILLE, ILLINOIS
CITY COUNCIL MEETING MINUTES
COUNCIL CHAMBERS – CITY HALL
April 18, 2016 – 7:00 PM**

Mayor Eckert called this meeting to order.

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

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.

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

Boy Scout Troop 553 from Corpus Christie led the Pledge of Allegiance.

PUBLIC HEARING

None.

PUBLIC PARTICIPATION

Lillian Schneider

There will be a neighborhood watch meeting to discuss the sanitary and storm water sewers on April 27, 2016 beginning at 7:00 p.m. at Jefferson School. Royce Carlisle, Director of Waste Water, and Randy Smith, Assistant Director of Wastewater, will attend to provide an overview and take questions.

What happened with partnering with Lindenwood to do the city council meetings live? Was that paid for? Lindenwood was waiting for a fiber optic line. Lindenwood was supposed to partner with a swimming pool.

Where and what kind of hotels...all we have is "they are coming soon". It was put on black and white print that "Schneider said no". What is the city's reason for no hotel(s)? Schneider stated she is proud she said no and what is the City and Aldermen that voted yes reason there is no hotel.

Hal Inabet

Requested an update on the Dunkin' Donuts on the east end to take the place of Rally's. He is also requesting the status of the hotels. Item 11 (A-6) is a motion to approve a change order for the police department project Phase I and would like to know the cost, how much money does the change order involve and why is there a change order.

Diane Rogge

In November, Dr. Barger and Dr. Wingo along with LU employees stood before the council and many of the residents and painted a beautiful picture of LU student life. Most of you swallowed it hook, line and sinker; however, Rogge is here to tell you, you were lied too. You were told this was a drug and alcohol free campus and it would be tolerated with a zero tolerance policy and that is not true. Even the students that have been caught are not punished. They were told there was a 24 hour security with hourly monitoring through the neighborhoods; again, this is not true. Rogge was told by some of the students that some of the cameras do not function. They were told LU Administration wants to be good neighbors; however, actions speak much louder than words. Rogge stated she has left fourteen (14) messages on different voicemail i.e. from security to Dr. Wingo and has not gotten one response.

Some residents have gone to the Housing and Police and Fire meetings asking for assistance and the main issues are as follows: parties, parties, parties, drinking and noise into the late hours of the night, occupying basements that have bars on the windows, when the police is called they scatter like cockroaches in daylight. They have scanners and monitor what is going on. Parking where they want i.e. in the yards, blocking paying residents' driveways, on the streets directly in front of the Lindenwood only parking lot, trash (Dr. Wingo stated they had partnered with the city for the 2000 block); however, Director of Health and Housing, Bob Sabo, stated that is not true. Now there are bon fires in the backyard which are made up of a circle of bricks that is 4 foot wide that is not a recreational fire. Then they back their trucks up to it so they can warm their feet on the flames. This is an accident waiting to happen. Remember, these are the same students the city spent \$30,000 on how to help them cross in a cross walk. Since March 16th there have been fourteen (14) fires. The Lindenwood handbook does not allow them to have a grill; however, the city is allowing them to have 6 foot flames. Two of the nights they burned the national weather service had a burn ban.

Earlier in the year Rogge and Alderman Buettner were told by second in command and security, Brian Anderson, that he has been instructed not to speak to either of Rogge or Buettner. Rogge's challenge to the other 15 aldermen can somebody please call Lindenwood and get some answers. When is the meeting scheduled?

Michael Hagberg

He wanted to expand on the Lindenwood area and noticed the one business on West Main has city owned trash cans throughout their campus. He believes they are city owned because he saw a city workers emptying them. (Mayor Eckert stated Mr. Schaeffer will work with Mr. Sabo regarding the trash cans)

Stewart Lannert

Lindenwood never did respect Belleville they decided they would have 10-20 students in the single family houses whether Belleville liked it or not. They are driving their golf carts again. Public participation should be regulation B and E. This Shrine project looks like it is getting off to a slow start. He thought a study was always made to determine where and how many customers will be in an area to use four hotels, Hitler type beer garden and a convenience store/gas station. The NGA decision should stand as how does not see any good coming out of stirring everyone up on the Missouri/Illinois sides. What happens in the bigger world also affects Belleville. What happens in St. Clair affects Belleville.

PRESENTATIONS, RECOGNITIONS & APPOINTMENTS

Mayor Eckert stated at the next meeting there will be a recommendation as well as an ordinance pertaining to the dissolution of Belleville Township. Mayor Eckert stated the city attorney did not want the task force to be brought forward until the same night that the ordinance was presented.

APPROVAL OF MINUTES

Alderman Seibert made a motion seconded by Alderman Buettner to approve to accept and file the minutes of April 4, 2016.

All members voted aye.

CLAIMS, PAYROLL, AND DISBURSEMENTS

Alderman Wigginton made a motion seconded by Alderman Pusa to accept and pay the claims in the amount of **\$2,283,776.40** and payroll in the amount of **\$830,234.97**.

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

Alderman White made a motion seconded by Alderman Seibert to accept and file the Treasurers Report – March 2016 and Statement of Cash and Investments Report – March 2016.

All members voted aye.

ORAL REPORTS

FINANCE COMMITTEE

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

Motion to approve contract with Impact Strategies for Public Building Improvements Phase II City Hall Renovations.

Motion to approve Asbestos Consulting Services Proposal for Public Building Improvements Phase II City Hall Renovations.

Motion to approve low bid of \$98,200 from Midwest Service Group for Police Annex building asbestos abatement.

Motion to approve low bid of \$222,688 from Freeman Environmental for City Hall building asbestos abatement.

Motion to approve low bid of \$78,000 from S. Shafer Excavating Inc. for Police Annex building demolition.

Motion to approve Change Order with Impact Strategies for Public Building Improvements Phase I Police Department Project.

Motion to approve SCBA equipment financing with Bank of Belleville at 1.805% for 4 years.

Motion to approve FY 2016-2017 Budget.

Motion to approve the Budget Amendments as recommended by the Finance Director.

Alderman White made a motion seconded by Alderman Seibert to accept and file the Treasurer Report – March 2016 and Statement of Cash and Investments Report – March 2016.

ECONOMIC DEVELOPMENT & ANNEXATION COMMITTEE

Alderman Kinsella made a motion seconded by Alderman Anthony to approve a development agreement with Norcom 2000, Inc. for the remodeling of 105-107 West Washington Street.

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

Alderman Kinsella made a motion seconded by Alderman Seibert 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.

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

MEREDITH HOME SELECTION COMMITTEE:

Alderman Galetti made a motion seconded by Alderman Kinsella to release a Request for Proposals for redevelopment of the Meredith Home property.

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

PLANNING COMMISSION

Alderman Dintelman made a motion seconded by Alderman Hazel to approve the Final Plat for St. Clair County Event Center (1530 E. State Rt. 15) Parcel number: 13-01.0 400-028.

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

Alderman Wigginton made a motion seconded by Alderman Anthony to approve the Site Plan for Missionary Ventures (Shrine Development.)

Discussion...

Mayor Eckert stated the developer is following the city's current standards that the city has on the books currently. Director of Economic Development, Annissa McCaskill, does have in her budget this year proposing for next year as much as \$50,000 each year for updated the zoning ordinances.

Alderman White stated the project should move forward; however, the developers should do comparisons that are reasonable since it is not in our code.

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 nay on roll call: Buettner. (1)

TRAFFIC COMMITTEE

Alderman White made a motion seconded by Alderman Seibert to table to create a 4-way stop at East 'B' Street & Oak Street.

All members voted aye.

Alderman White made a motion seconded by Alderman Randle to approve to create a stop on West 'A' Street at North 33rd Street.

All members voted aye.

STREETS AND GRADES COMMITTEE

Alderman Seibert made a motion seconded by Alderman Dintelman to approve RJN Group in the amount of \$1,500.00 to perform engineering services for Phase II Storm Water Permit (NPDES).

All members voted aye.

COMMUNICATIONS

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

Discussion...

Alderman Elmore asked what church is Rev. Frank Wagner associated with; Rev. Frank Wagner stated St. Matthew's United and the function will be at Charles (Gas Light Plaza). Alderman Elmore asked if the church provides a certificate of liability insurance; Rev. Frank Wagner stated he does this every year at Our Lady of the Snows and uses this for a venue, Mayor Eckert stated this will be reviewed.

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.

Discussion...

Alderman Buettner asked if someone would hit the cooler who would be liable; Mayor Eckert stated it would be the same for anyone that hit someone in the loading zone. Mayor Eckert stated the city has no liability.

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.

Alderman Buettner voted nay and all other members voted aye.

RESOLUTIONS

Alderman Silsby made a motion seconded by Alderman Seibert to read Resolutions 3260, 3261, 3262, 3263 by title only and as a group.

All members voted aye.

Alderman Silsby made a motion seconded by Alderman Seibert to approve the following Resolutions 3260, 3261, 3262, 3263:

RESOLUTION NO. 3260

Inducement Resolution.

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 30th day of April, 2016.

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 30th day of April, 2016.

RESOLUTION NO. 3263

A Resolution authorizing bank loan for SCBA Equipment.

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

ORDINANCES

Alderman Silsby made a motion seconded by Alderman Galetti to read Ordinance 7946-2016, 7947-2016, 7948-2016 by title only and as a group.

All members voted aye.

Alderman Silsby made a motion seconded by Alderman Galetti to approve the following motions:

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.

ORDINANCE NO. 7947-2016

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

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 30th day of April, A.D. 2017.

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

UNFINISHED BUSINESS

Director of Economic Development, Annissa McCaskill, stated Dunkin' Donuts have pulled their building permits. There was a delay since the developer is franchising several different Dunkin' Donut locations throughout the Metropolitan St. Louis area; therefore, they were going to fast track a location across the river and they flipped the order of construction so they applied for their building permits in the City of Belleville ahead of the other locations.

Alderman Buettner asked if a meeting with Lindenwood has been scheduled; Director of Economic Development, Annissa McCaskill, stated she has two meeting dates to confirm with the last department which will allow for the end of the year meeting. Mayor Eckert stated everyone will be emailed.

MISCELLANEOUS & NEW BUSINESS

Alderman Seibert made a motion seconded by Alderman Galetti to approve the Motor Fuel Claims in the Amount of **\$243,652.53**.

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 Randle made a motion seconded by Alderman Elmore 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 7:41 p.m.

Resumed from Executive Session at 8:08 p.m.

Alderman Hazel made a motion seconded by Alderman Anthony to approve the successor bargaining agreement between the City of Belleville and the Belleville Firefighters Local No. 53 for May 1, 2015 – April 30, 2019 which contemplates annual raises of 2%, 2%, 2% and 3%.

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

Member abstaining on roll call: Tyler. (1)

Alderman Tyler made a motion seconded by Alderman Wigginton to approve the successor bargaining agreement between the City of Belleville and the Teamster's Local Union No. 50 (Drivers and Helpers and Parks and Recreation Maintenance Workers) for May 1, 2015 – April 30, 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)

Alderman Tyler made a motion seconded by Alderman Wigginton to approve the successor bargaining agreement between the City of Belleville and the Laborer's Local Union No. 459 for May 1, 2015 – April 30, 2019 which contemplates annual raises of 2%, 2%, 2% and 3%.

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

ADJOURNMENT

Alderman Galetti made a motion seconded by Alderman Ovia to adjourn at 8:12 pm.

All members voted aye.

Dallas B. Cook, City Clerk

Unapproved

**CITY OF BELLEVILLE PAYMENT SUMMARY
COUNCIL MEETING - MAY 2, 2016**

GENERAL FUND

00 - Revenue	\$478,104.78
50 - Administration	\$138,703.42
51 - Police	\$129,234.82
52 - Fire	\$94,616.03
53 - Streets	\$28,226.31
54 - Parks	\$40,400.89
55 - Cemetery	\$2,492.95
56 - Hlth/Sanitation	\$73,486.33
60 - Legal	\$23,507.75
61 - Health & Housing	\$13,062.61
62 - Economic Planning & Dev	\$3,565.70
82 - Mayor	\$3,750.53
83 - Finance	\$2,607.71
84 - Human Resources	\$1,223.94
85 - Clerk	\$12,623.89
86 - Treasurer	\$3,143.44
87 - Maintenance	\$9,160.75
88 - Engineering	\$4,552.15
GF TOTAL	<u>\$1,062,464.00</u>

SEWER OPERATIONS

00 - Operation & Maint.	\$5,000.00
75 - Collections	\$10,445.28
77 - Lines	\$24,633.66
78 - Plant	\$77,733.25
SEWER TOTAL	<u>\$117,812.19</u>

03 - Insurance Fund	\$572,844.76
04 - Library	\$49,526.42
07 - Park/Rec	\$21,830.86
10 - TIF 2	\$24,000.00
13 - Motor Fuel Tax Fund	\$1,462.95
14 - Fountain Fund	\$520.97
15 - Tort Liability Fund	\$15,523.00
22 - Sewer Repair & Replacement	\$297.95
24 - Sewer Const.	\$752,046.37
25 - Sewer Bond & Interest	\$13,611.87
30 - SSA	\$1,960.08
38 - TIF 3	\$155,373.59
39 - TIF 4	\$16,640.00
45 - 2015 PD Proj. Construction Fund	\$28,972.16
50 - TIF 8 Downtown South	\$5,395.60
56 - TIF 14 Route 15 East	\$10,969.15

ALL FUNDS TOTAL \$2,851,251.92

VENDOR #	NAME	DEPT.	AMOUNT
01 GENERAL FUND			
EC007	ECKERT'S COUNTRY STORE AND FARMS	01-00	1,984.65
UM001	UMB BANK NA	01-00	192,330.68
	**TOTAL		194,315.33
ADMINISTRATION			
UM001	UMB BANK NA	01-50	6,174.48
	**TOTAL ADMINISTRATION		6,174.48
01 GENERAL FUND		GRAND TOTAL	200,489.81

VENDOR #	NAME	DEPT.	AMOUNT
04 LIBRARY			
367	DEMCO, INC.	04-00	120.26
4356	HONEYWELL INTERNATIONAL INC	04-00	4,855.62
4546	AUDIO EDITIONS	04-00	74.40
4729	ILLINOIS LIBRARY ASSOCIATION	04-00	435.10
5385	INGRAM LIBRARY SERVICES	04-00	4,300.11
5808	JERSEYVILLE PUBLIC LIBRARY	04-00	14.96
6651	PETTY CASH-LIBRARY	04-00	344.45
8092	DA-COM CORPORATION	04-00	177.87
AN006	ANDERSON PEST SOLUTIONS	04-00	220.00
CE018	GALE/CENGAGE LEARNING	04-00	1,061.25
CH030	CHARTER COMMUNICATIONS	04-00	156.37
CL029	CLINE, REBECCA	04-00	427.81
CO054	COLLINSVILLE MEMORIAL PUBLIC LIBR	04-00	37.94
DA028	DA-COM CORPORATION	04-00	364.00
DA075	DAVIS, LISA	04-00	400.00
FA018	FAMILY ROOTS PUBLISHING CO., LLC	04-00	34.60
GO035	GOLDEN IMAGES LLC	04-00	271.32
NE016	NEWSBANK INC	04-00	9,600.00
PR004	PROQUEST LLC	04-00	2,157.00
TE026	TECSR	04-00	162.00
TO026	TODAY'S BUSINESS SOLUTIONS INC	04-00	419.17
US015	US SIGNAL COMPANY, LLC	04-00	3,861.72
	**TOTAL		29,495.95
04 LIBRARY		GRAND TOTAL	29,495.95

VENDOR #	NAME	DEPT.	AMOUNT
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21 SEWER OPERATION & MAINTENANCE

890	ST CLAIR TOWNSHIP	21-75	54.20
	SEWER COLLECTION		54.20
	**TOTAL SEWER COLLECTION		54.20

21 SEWER OPERATION & MAINTENANCE GRAND TOTAL 54.20

GRAND TOTAL FOR ALL FUNDS: 230,039.96

TOTAL FOR REGULAR CHECKS: 227,542.70
TOTAL FOR DIRECT PAY VENDORS: 2,497.26

VENDOR #	NAME	DEPT.	AMOUNT
=====			
01	GENERAL FUND		
430	FIREMEN'S PENSION FUND	01-00	81,402.95
659	LIBRARY FUND	01-00	12,747.66
797	PLAYGROUND & REC FUND	01-00	15,378.00
801	POLICE PENSION FUND	01-00	86,532.12
856	RETIREMENT FUND	01-00	86,652.80
	**TOTAL		----- 282,713.53
	STREETS		
MI091	MINTON OUTDOOR SERVICES INC	01-53	1,500.00
	**TOTAL STREETS		----- 1,500.00
01	GENERAL FUND	GRAND TOTAL	284,213.53

VENDOR #	NAME	DEPT.	AMOUNT
=====			
24	SEWER CONSTRUCTION FUND		
HA015	HAIER PLUMBING & HEATING, INC.	24-00	655,082.97
	**TOTAL		<u>655,082.97</u>
	24 SEWER CONSTRUCTION FUND	GRAND TOTAL	655,082.97
	GRAND TOTAL FOR ALL FUNDS:		939,296.50
	TOTAL FOR REGULAR CHECKS:		939,296.50

VENDOR #	NAME	DEPT.	AMOUNT
=====			
01 GENERAL FUND			
AZ002	AZAVAR AUDIT SOLUTIONS	01-00	1,020.92
AZ003	AZA PROPERTIES	01-00	25.00
RU036	RUDIS, COLE	01-00	5.00
SM043	SMITH, BRENDA	01-00	25.00
	**TOTAL		----- 1,075.92
ADMINISTRATION			
2102	AMEREN ILLINOIS	01-50	71,742.03
4902	AT & T	01-50	601.10
551	ILLINOIS AMERICAN WATER	01-50	1,095.85
AD022	ADVANTICA	01-50	769.18
AT010	AT & T LONG DISTANCE	01-50	8.04
CH030	CHARTER COMMUNICATIONS	01-50	205.00
CI008	CITY OF BELLEVILLE	01-50	44,158.16
DE064	ADVANTICA	01-50	116.46
ES002	ADVANTICA	01-50	5,410.49
IL030	ILLINOIS BUSINESS JOURNAL	01-50	500.00
OF004	OFFICE DEPOT	01-50	2,200.00
ST162	STANDARD INSURANCE CO	01-50	511.55
WI097	WINDSTREAM COMMUNICATIONS	01-50	5,211.08
	**TOTAL ADMINISTRATION		----- 132,528.94
POLICE DEPARTMENT			
191	SOUTHWESTERN ILLINOIS COLLEGE	01-51	105.00
3430	FIRESTONE CAR CENTER	01-51	586.03
365	WIRELESS USA	01-51	1,975.48
3916	VOGT OIL CO., INC.	01-51	1,002.39
6562	EVIDENT, INC.	01-51	313.98
6880	ST CLAIR COUNTY TREASURER	01-51	29.52
7302	THOMSON REUTERS - WEST	01-51	154.60
842	RADIOSHACK	01-51	6.98
AB015	ABRA AUTO BODY & GLASS	01-51	185.00
AD022	ADVANTICA	01-51	1,079.89
CI008	CITY OF BELLEVILLE	01-51	104,908.44
ES002	ADVANTICA	01-51	7,606.45
FA026	FACTORY MOTOR PARTS CO	01-51	1,186.17
IL050	ILSROA	01-51	199.00
KE000	KELSO AUTO BODY, INC.	01-51	669.75
LI011	LINDENWOOD UNIVERSITY	01-51	4,077.00
LK001	LKQ METRO AUTO PARTS	01-51	40.00
ME034	MERTZ FORD MILLSTADT	01-51	37.42
MO087	MOBILE TEAM TRAINING UNIT IV	01-51	75.00
OR001	O'REILLY AUTO PARTS	01-51	40.93
RE058	REGIONS BANK	01-51	1,019.69
SC053	SCOTT CLUB	01-51	28.00
ST162	STANDARD INSURANCE CO	01-51	575.00
TI027	TIBURON, INC	01-51	2,904.00
TM001	T-MOBILE USA, INC	01-51	200.00

VENDOR #	NAME	DEPT.	AMOUNT
01 GENERAL FUND			
POLICE DEPARTMENT			
UM004	UMB CARD SERVICES	01-51	229.10
**TOTAL POLICE DEPARTMENT			129,234.82
FIRE DEPARTMENT			
1112	WATTS COPY SYSTEM, INC.	01-52	169.62
1117	WEISSENBORN BOAT & LAWN EQUIPMENT	01-52	68.00
159	AUFFENBERG FORD LINCOLN MERCURY	01-52	703.55
182	BANNER FIRE EQUIPMENT INC	01-52	418.26
277	CAMPER EXCHANGE, INC.	01-52	713.88
3445	DAVE SCHMIDT TRUCK SERVICE	01-52	577.70
3916	VOGT OIL CO., INC.	01-52	201.03
4665	JACOBS, ARTHUR JR.	01-52	159.06
4902	AT & T	01-52	235.75
515	HOME-BRITE ACE HARDWARE	01-52	12.73
726	CLEAN UNIFORM COMPANY	01-52	163.92
7452	MIDWEST OCCUPATIONAL MEDICINE	01-52	4,600.00
AD022	ADVANTICA	01-52	770.19
BO034	BODE, MICHELLE	01-52	110.84
BR028	BROCK, JOSEPH	01-52	50.00
CH030	CHARTER COMMUNICATIONS	01-52	95.30
CI008	CITY OF BELLEVILLE	01-52	70,454.04
CO051	CONTEMPORARY LIFE SAVING TRAINING	01-52	30.56
EA019	EACHUS, JOHN	01-52	135.09
ES002	ADVANTICA	01-52	5,415.41
JO070	JOYCE, CHRISTOPHER	01-52	58.61
MI002	MILLS, STEPHANIE	01-52	159.09
MI009	MIDWEST INDUSTRIAL SUPPLIES & SER	01-52	216.80
ON012	ONYX GRAPHICS LLC	01-52	51.85
SC053	SCOTT CLUB	01-52	28.00
ST162	STANDARD INSURANCE CO	01-52	373.75
TR054	TRADEMASTER	01-52	8,643.00
**TOTAL FIRE DEPARTMENT			94,616.03
STREETS			
2384	HOMETOWN ACE HARDWARE	01-53	67.95
277	CAMPER EXCHANGE, INC.	01-53	58.58
3610	WYLIE, EDWARD	01-53	50.00
3916	VOGT OIL CO., INC.	01-53	72.97
413	ERB TURF EQUIPMENT, INC.	01-53	963.23
515	HOME-BRITE ACE HARDWARE	01-53	55.88
5882	TOWN HALL SPORTS	01-53	31.80
6049	GRAND RENTAL STATION	01-53	25.00
7918	SCHOON, JOHN	01-53	150.00
AD022	ADVANTICA	01-53	210.72
BI028	BI-COUNTY SMALL ENGINE CENTER	01-53	25.59
CH030	CHARTER COMMUNICATIONS	01-53	107.38
CI008	CITY OF BELLEVILLE	01-53	20,952.92

VENDOR #	NAME	DEPT.	AMOUNT
01 GENERAL FUND			
STREETS			
ES002	ADVANTICA	01-53	1,506.00
FI014	1ST AYD CORP	01-53	143.59
LO010	LOWE'S	01-53	1,028.57
MI009	MIDWEST INDUSTRIAL SUPPLIES & SER	01-53	295.22
OL008	OLIVER C JOSEPH GMC	01-53	210.98
PA034	PARKS, MICHAEL JR	01-53	132.61
PL000	PLAZA AUTO PARTS	01-53	46.93
RE058	REGIONS BANK	01-53	150.89
ST162	STANDARD INSURANCE CO	01-53	103.50
SW002	SWANSEA ELECTRICAL SUPPLY	01-53	30.00
TR015	TRODGLLEN, JOHN	01-53	150.00
WA066	WARNING LITES OF SOUTHERN ILLINOI	01-53	156.00
**TOTAL STREETS			26,726.31
PARKS DEPARTMENT			
157	ATLAS ALARM CO., INC.	01-54	50.00
2102	AMEREN ILLINOIS	01-54	5,249.05
378	DINTELMANN NURSERY & GARDEN CTR,	01-54	421.99
385	DON'S HARDWARE, INC.	01-54	80.03
393	DUTCH HOLLOW JANITORIAL SUPPLIES	01-54	325.86
413	ERB TURF EQUIPMENT, INC.	01-54	5.79
4902	AT & T	01-54	443.68
515	HOME-BRITE ACE HARDWARE	01-54	164.98
551	ILLINOIS AMERICAN WATER	01-54	733.40
5575	PRAXAIR DISTRIBUTION, INC.	01-54	25.61
5681	PIONEER MANUFACTURING CO	01-54	717.75
7808	GAMETIME	01-54	15,412.82
AD022	ADVANTICA	01-54	68.22
AM040	AMERI-CAN PORTABLES	01-54	180.00
CA031	CATERPILLAR FINANCIAL SERVICES CO	01-54	6,957.62
CI008	CITY OF BELLEVILLE	01-54	5,619.46
ES002	ADVANTICA	01-54	477.33
FL006	FLO-SYSTEMS INC	01-54	213.17
ME037	MEURER BROTHERS, INC	01-54	1,600.00
OR001	O'REILLY AUTO PARTS	01-54	36.66
PL000	PLAZA AUTO PARTS	01-54	10.92
PP000	PPG ARCHITECTURAL FINISHES	01-54	119.76
QU012	QUALITY CHEMICAL CO	01-54	1,075.40
RE058	REGIONS BANK	01-54	130.55
ST162	STANDARD INSURANCE CO	01-54	34.50
TR035	TRACTOR SUPPLY CREDIT PLAN	01-54	33.98
UN027	UNIFIRST CORPORATION	01-54	113.36
WE023	WEINLAND REFRIGERATION	01-54	99.00
**TOTAL PARKS DEPARTMENT			40,400.89
CEMETERY DEPARTMENT			
1183	FIRE APPLIANCE, INC	01-55	43.00

VENDOR #	NAME	DEPT.	AMOUNT
01 GENERAL FUND			
CEMETERY DEPARTMENT			
AD022	ADVANTICA	01-55	16.07
CI008	CITY OF BELLEVILLE	01-55	1,126.60
CO048	COOK, MIKE	01-55	50.00
ES002	ADVANTICA	01-55	116.46
FR014	FROST ELECTRIC SUPPLY CO	01-55	1,093.32
MI009	MIDWEST INDUSTRIAL SUPPLIES & SER	01-55	36.00
ST162	STANDARD INSURANCE CO	01-55	11.50
**TOTAL CEMETERY DEPARTMENT			2,492.95
HEALTH & SANITATION			
3445	DAVE SCHMIDT TRUCK SERVICE	01-56	6,428.35
3916	VOGT OIL CO., INC.	01-56	2,350.25
515	HOME-BRITE ACE HARDWARE	01-56	15.95
AD002	ADVANCE AUTO PARTS	01-56	141.33
AD022	ADVANTICA	01-56	150.51
BE056	BEL-O PEST SOLUTIONS	01-56	90.00
CI008	CITY OF BELLEVILLE	01-56	13,737.64
CO073	COTTONWOOD HILLS RDF	01-56	38,642.95
ES002	ADVANTICA	01-56	1,065.07
RE072	REPUBLIC SERVICES RECYCLING-SOUTH	01-56	1,410.40
ST043	ST LOUIS COMPOSTING INC	01-56	9,157.50
ST162	STANDARD INSURANCE CO	01-56	97.75
UN027	UNIFIRST CORPORATION	01-56	198.63
**TOTAL HEALTH & SANITATION			73,486.33
LEGAL DEPARTMENT			
DU026	DUANE MORRIS LLP	01-60	23,502.00
ST162	STANDARD INSURANCE CO	01-60	5.75
**TOTAL LEGAL DEPARTMENT			23,507.75
HEALTH & HOUSING			
3187	SHEAR DELIGHT	01-61	150.00
3916	VOGT OIL CO., INC.	01-61	113.42
5796	STAN ERLINGER	01-61	515.00
7911	PROFESSIONAL TITLE INS & ESCROW C	01-61	75.00
884	ST CLAIR COUNTY RECORDER OF DEEDS	01-61	29.25
AD022	ADVANTICA	01-61	122.35
CI008	CITY OF BELLEVILLE	01-61	11,120.80
ES002	ADVANTICA	01-61	867.79
ST162	STANDARD INSURANCE CO	01-61	69.00
**TOTAL HEALTH & HOUSING			13,062.61
PLANNING & ECONOMIC DEVELOPMENT			
AD022	ADVANTICA	01-62	34.02
CI008	CITY OF BELLEVILLE	01-62	3,248.68

DATE: 05/02/16

VENDOR #	NAME	DEPT.	AMOUNT
01 GENERAL FUND			
PLANNING & ECONOMIC DEVELOPMENT			
ES002	ADVANTICA	01-62	237.75
SC053	SCOTT CLUB	01-62	28.00
ST162	STANDARD INSURANCE CO	01-62	17.25
**TOTAL PLANNING & ECONOMIC DEVELOPMENT			3,565.70
MAYOR			
3916	VOGT OIL CO., INC.	01-82	18.24
AD022	ADVANTICA	01-82	40.12
CI008	CITY OF BELLEVILLE	01-82	3,366.26
ES002	ADVANTICA	01-82	280.66
SC053	SCOTT CLUB	01-82	28.00
ST162	STANDARD INSURANCE CO	01-82	17.25
**TOTAL MAYOR			3,750.53
FINANCE			
AD022	ADVANTICA	01-83	22.06
CI008	CITY OF BELLEVILLE	01-83	2,324.03
EA000	EASTERN ILLINOIS UNIVERSITY	01-83	90.00
ES002	ADVANTICA	01-83	154.37
ST162	STANDARD INSURANCE CO	01-83	17.25
**TOTAL FINANCE			2,607.71
HUMAN RESOURCES/COMMUNITY DEV			
AD022	ADVANTICA	01-84	10.72
CI008	CITY OF BELLEVILLE	01-84	1,126.60
ES002	ADVANTICA	01-84	75.12
ST162	STANDARD INSURANCE CO	01-84	11.50
**TOTAL HUMAN RESOURCES/COMMUNITY DEV			1,223.94
CLERKS			
AD022	ADVANTICA	01-85	43.48
CI008	CITY OF BELLEVILLE	01-85	4,120.12
ES002	ADVANTICA	01-85	312.17
G0035	GOLDEN IMAGES LLC	01-85	4,399.37
ST162	STANDARD INSURANCE CO	01-85	28.75
WE063	WEBQA, INC	01-85	3,720.00
**TOTAL CLERKS			12,623.89
TREASURER			
AD022	ADVANTICA	01-86	33.45
CI008	CITY OF BELLEVILLE	01-86	2,809.73
EA000	EASTERN ILLINOIS UNIVERSITY	01-86	45.00
ES002	ADVANTICA	01-86	238.01
ST162	STANDARD INSURANCE CO	01-86	17.25
**TOTAL TREASURER			3,143.44

VENDOR #	NAME	DEPT.	AMOUNT
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03 INSURANCE FUND

IN033	IPMG	03-00	482,510.11
LD000	LDI INTEGRATED PHARMACY SERVICES	03-00	90,334.65
	**TOTAL		572,844.76

03 INSURANCE FUND	GRAND TOTAL	572,844.76
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VENDOR #	NAME	DEPT.	AMOUNT
04 LIBRARY			
2102	AMEREN ILLINOIS	04-00	897.75
4356	HONEYWELL INTERNATIONAL INC	04-00	4,855.62
551	ILLINOIS AMERICAN WATER	04-00	170.01
AD022	ADVANTICA	04-00	161.35
CH030	CHARTER COMMUNICATIONS	04-00	92.70
CI008	CITY OF BELLEVILLE	04-00	11,083.90
ES002	ADVANTICA	04-00	1,157.39
RE058	REGIONS BANK	04-00	332.42
ST162	STANDARD INSURANCE CO	04-00	129.15
WI097	WINDSTREAM COMMUNICATIONS	04-00	1,150.18
	**TOTAL		20,030.47
04 LIBRARY		GRAND TOTAL	20,030.47

VENDOR #	NAME	DEPT.	AMOUNT
07 PLAYGROUND AND RECREATION			
201	BELLEVILLE BOWLING & SPORTS SHOP	07-00	70.00
2244	SWITZER FOOD & SUPPLIES	07-00	141.25
5006	LINCOLN THEATER	07-00	425.00
5018	LOGAN HOLLOW FISH FARM	07-00	623.75
7103	WAL-MART	07-00	75.86
961	SOUTHWEST ILLINOIS ASSN. OF UMPIR	07-00	2,228.00
AD022	ADVANTICA	07-00	49.53
AM036	AMERICAN BOTTLING	07-00	156.70
BO036	BOLLINGER INSURANCE SOLUTIONS	07-00	282.00
CH054	CHESTERFIELD FAMILY AQUATIC CENTE	07-00	458.00
CI001	CITY MUSEUM	07-00	510.00
CI008	CITY OF BELLEVILLE	07-00	2,816.50
CI022	CITY OF CHESTERFIELD	07-00	132.00
CI026	CITY OF MT VERNON	07-00	425.00
CR045	CROSS. DIANE	07-00	225.00
DA028	DA-COM CORPORATION	07-00	372.31
DE064	ADVANTICA	07-00	37.56
ES002	ADVANTICA	07-00	313.13
NO035	NORTH POINTE FAMILY AQUATIC CENTE	07-00	425.00
OF004	OFFICE DEPOT	07-00	54.64
RE058	REGIONS BANK	07-00	366.50
RI040	RIVERCHASE OF FENTON	07-00	348.00
ST162	STANDARD INSURANCE CO	07-00	42.90
VE017	VERITIV	07-00	965.27
WI049	WINNING STREAK INC	07-00	9,861.96
WO048	WOOD RIVER AQUATICS	07-00	425.00
	**TOTAL		21,830.86
07 PLAYGROUND AND RECREATION	GRAND TOTAL		21,830.86

VENDOR #	NAME	DEPT.	AMOUNT
10	TIF 2 (NE SQUARE)		
AR003	ART ON THE SQUARE	10-00	24,000.00
	**TOTAL		24,000.00
	10 TIF 2 (NE SQUARE)	GRAND TOTAL	24,000.00

VENDOR #	NAME	DEPT.	AMOUNT
13	MOTOR FUEL TAX FUND		
666	MACLAIR ASPHALT COMPANY	13-00	1,462.95
	**TOTAL		1,462.95
	13 MOTOR FUEL TAX FUND	GRAND TOTAL	1,462.95

VENDOR #	NAME	DEPT.	AMOUNT
14 FOUNTAIN FUND			
551	ILLINOIS AMERICAN WATER	14-00	341.36
VO010	VOSS LIGHTING	14-00	179.61
	**TOTAL		520.97
	14 FOUNTAIN FUND	GRAND TOTAL	520.97

VENDOR #	NAME	DEPT.	AMOUNT
15	TORT LIABILITY FUND		
7185	ILLINOIS COUNTIES RISK MGMT TRUST	15-00	15,523.00
	**TOTAL		15,523.00
	15 TORT LIABILITY FUND	GRAND TOTAL	15,523.00

VENDOR #	NAME	DEPT.	AMOUNT
=====			
21 SEWER OPERATION & MAINTENANCE			
RI042	RICHARD HOSTO & ATTORNEY THOMAS	B21-00T	5,000.00
	**TOTAL		5,000.00
SEWER COLLECTION			
884	ST CLAIR COUNTY RECORDER OF DEEDS	21-75	526.00
890	ST CLAIR TOWNSHIP	21-75	54.20
AD022	ADVANTICA	21-75	38.92
AM007	AMERICAN WATER	21-75	1,561.88
CI008	CITY OF BELLEVILLE	21-75	2,816.50
ES002	ADVANTICA	21-75	277.51
IN021	INPUT TECHNOLOGY, INC	21-75	5,087.32
ST162	STANDARD INSURANCE CO	21-75	28.75
	**TOTAL SEWER COLLECTION		10,391.08
SEWER LINES			
3916	VOGT OIL CO., INC.	21-77	456.15
515	HOME-BRITE ACE HARDWARE	21-77	69.91
5416	AMERICAN MESSAGING	21-77	73.66
7591	USA BLUEBOOK	21-77	238.46
8056	NEXTEL COMMUNICATIONS	21-77	46.32
AD022	ADVANTICA	21-77	83.51
BO006	BOBCAT OF ST LOUIS	21-77	303.76
CI008	CITY OF BELLEVILLE	21-77	6,624.36
CL019	C & L BACKHOE	21-77	13,227.50
ES002	ADVANTICA	21-77	583.33
IN038	INFRASTRUCTURE TECHNOLOGIES	21-77	1,500.00
MI004	MIDWEST MUNICIPAL SUPPLY INC	21-77	68.28
PL000	PLAZA AUTO PARTS	21-77	40.53
QU012	QUALITY CHEMICAL CO	21-77	915.34
ST162	STANDARD INSURANCE CO	21-77	53.30
UN027	UNIFIRST CORPORATION	21-77	349.25
	**TOTAL SEWER LINES		24,633.66
SEWER PLANT			
159	AUFFENBERG FORD LINCOLN MERCURY	21-78	45.49
2102	AMEREN ILLINOIS	21-78	38,389.25
2435	GATEWAY INDUSTRIAL POWER	21-78	5,516.22
272	BUSTER'S TIRE MART	21-78	344.54
371	DEVAN AUTOMOTIVE SERVICE	21-78	445.00
402	EGYPTIAN STATIONERS, INC.	21-78	55.80
413	ERB TURF EQUIPMENT, INC.	21-78	66.93
486	HANK'S EXCAVATING & LANDSCAPING,	21-78	100.00
4902	AT & T	21-78	644.41
5082	RED BUD SUPPLY, INC	21-78	307.65
515	HOME-BRITE ACE HARDWARE	21-78	27.91
551	ILLINOIS AMERICAN WATER	21-78	1,323.63
6328	GRAINGER INDUS. & COMMERCIAL SUPP	21-78	62.80

SYS DATE:04/26/16

CITY OF BELLEVILLE
C L A I M S H E E T
Monday May 02,2016

SYS TIME:14:38

[NCS]

DATE: 05/02/16

PAGE 16

VENDOR #	NAME	DEPT.	AMOUNT
=====			
22	SEWER REPAIR & REPLACEMENT FUND		
6328	GRAINGER INDUS. & COMMERCIAL SUPP	22-00	297.95
	**TOTAL		----- 297.95
	22 SEWER REPAIR & REPLACEMENT FUND GRAND TOTAL		297.95

VENDOR #	NAME	DEPT.	AMOUNT
24 SEWER CONSTRUCTION FUND			
1547	THOUVENOT WADE & MOERCHEN	24-00	2,485.25
523	HUDSON TREE SERVICE	24-00	2,237.00
G0028	GONZALEZ COMPANIES, LLC	24-00	80,329.65
HD000	HD SUPPLY WATERWORKS LTD	24-00	4,488.00
KA009	KASKASKIA ENGINEERING GROUP LLC	24-00	1,962.50
SC114	SCHREIBER PURE INGENUITY	24-00	5,461.00
	**TOTAL		96,963.40
	24 SEWER CONSTRUCTION FUND	GRAND TOTAL	96,963.40

VENDOR #	NAME	DEPT.	AMOUNT
=====			
25	SEWER BOND AND INTEREST FUND		
6086	ILLINOIS EPA	25-00	13,611.87
	**TOTAL		----- 13,611.87
	25 SEWER BOND AND INTEREST FUND	GRAND TOTAL	13,611.87

DATE: 05/02/16

VENDOR #	NAME	DEPT.	AMOUNT
30 SPECIAL SERVICE AREA			
2102	AMEREN ILLINOIS	30-00	121.71
551	ILLINOIS AMERICAN WATER	30-00	838.37
BE001	BELLEVILLE PHILHARMONIC	30-00	1,000.00
	**TOTAL		1,960.08
	30 SPECIAL SERVICE AREA	GRAND TOTAL	1,960.08

VENDOR #	NAME	DEPT.	AMOUNT
38 TIF 3 (CITY OF BELLEVILLE)			
3443	KUHLMANN DESIGN GROUP	38-00	6,700.00
486	HANK'S EXCAVATING & LANDSCAPING,	38-00	3,825.00
6563	CHRIST BROS. ASPHALT, INC.	38-00	46,228.73
7436	MILES CHEVROLET	38-00	18,444.00
EC002	ECONOMIC DEVELOPMENT RESOURCES	38-00	118.13
KA009	KASKASKIA ENGINEERING GROUP LLC	38-00	37,375.73
RJ000	RJN GROUP INC	38-00	1,500.00
TR003	TRAFFIC & SAFETY SERVICES, INC.	38-00	216.00
VO006	VOLKERT INC	38-00	13,954.00
WR003	WRIGHT AUTOMOTIVE INC	38-00	27,012.00
	**TOTAL		155,373.59
38 TIF 3 (CITY OF BELLEVILLE)		GRAND TOTAL	155,373.59

SYS DATE:04/26/16

CITY OF BELLEVILLE
C L A I M S H E E T
Monday May 02, 2016

SYS TIME:14:38

[NCS]

DATE: 05/02/16

PAGE 21

VENDOR #	NAME	DEPT.	AMOUNT
=====			
39	TIF 4 (N CORNER OF N BELT/161)		
VA001	VANDEVANTER ENGINEERING	39-00	16,640.00
	**TOTAL		----- 16,640.00
	39 TIF 4 (N CORNER OF N BELT/161)	GRAND TOTAL	16,640.00

SYS DATE:04/26/16

CITY OF BELLEVILLE
C L A I M S H E E T
Monday May 02, 2016

SYS TIME:14:38

[NCS]

DATE: 05/02/16

PAGE 22

VENDOR #	NAME	DEPT.	AMOUNT
45	2015 PD PROJECT CONSTRUCTION FUN		
EN009	ENVIRONMENTAL CONSULTANTS LLC	45-00	28,972.16
	**TOTAL		28,972.16
	45 2015 PD PROJECT CONSTRUCTION FUN	GRAND TOTAL	28,972.16

SYS DATE:04/26/16

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

SYS TIME:14:38

DATE: 05/02/16

Monday May 02,2016

[NCS]
PAGE 23

VENDOR #	NAME	DEPT.	AMOUNT
50	TIF 8 (DOWNTOWN SOUTH)		
486	HANK'S EXCAVATING & LANDSCAPING,	50-00	5,395.60
	**TOTAL		5,395.60
	50 TIF 8 (DOWNTOWN SOUTH)	GRAND TOTAL	5,395.60

VENDOR #	NAME	DEPT.	AMOUNT
=====			
56	TIF 14 (ROUTE 15 EAST)		
7850	HYDRO-KINETICS CORP	56-00	10,969.15
	**TOTAL		10,969.15
	56 TIF 14 (ROUTE 15 EAST)	GRAND TOTAL	10,969.15
	GRAND TOTAL FOR ALL FUNDS:		1,681,915.46
	TOTAL FOR REGULAR CHECKS:		1,620,895.57
	TOTAL FOR DIRECT PAY VENDORS:		61,019.89

PAYROLL BREAKDOWN AS PER G/L DISTRIBUTION REPORT

PAYROLL ENDING DATE: **29-Apr-16**

DESCRIPTION:

01 50	ADMINISTRATION	<u>14448.99</u>
01 51	POLICE	<u>575869.99</u>
01 52	FIRE	<u>211967.95</u>
01 53	STREET	<u>44966.77</u>
01 54	PARKS	<u>15464.23</u>
01 55	CEMETERY	<u>5493.78</u>
01 56	SANITATION	<u>32760.67</u>
01 60	LEGAL	<u>6596.97</u>
01 61	HOUSING & INSPECTORS	<u>23962.13</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>4159.89</u>
01 87	MAINTENANCE	<u>16377.51</u>
01 88	ENGINEER	<u>7759.43</u>
	TOTAL GENERAL FUND	<u>992816.75</u>
21 75	SEWER COLLECTIONS	<u>9967.56</u>
21 77	SEWER LINES	<u>14613.54</u>
21 78	SEWER PLANT	<u>50468.62</u>
	TOTAL SEWER DEPARTMENT	<u>75049.72</u>
4	LIBRARY	<u>29606.19</u>
7	RECREATION	<u>13160.87</u>
16	Employer's Portion of FICA (06-00-21500) cr	<u>36821.95</u>
	*****TOTAL PAYROLL	<u>1147455.48</u>

CITY ATTORNEY REPORT

TO: City Council
FROM: Garrett P. Hoerner, City Attorney
DATE: April 28, 2016

Pursuant to Section 3.14(D) of the Revised Code of Ordinances, I write to provide a quarterly report on pending legal matters.

- A. Ordinance Violation Cases.** The City currently has approximately 197 ordinance violation cases pending.
- B. Demolition/Foreclosure/Housing Cases.** The City currently has 42 cases pending involving demolition or foreclosure proceedings, or other housing code/building code violations. The addresses of the subject properties are as follows:

1. *Foreclosures*

107 S. 35th St. (Dietrich)
216 North 3rd St. (Gim)
214 N. 3rd St. (Hartmann)
314 North Church St. (Morris)
316 E. B St. (Nelson)
818 W. Washington St. (Smiley)

2. *Demolitions*

3022 Martha St. (Bank of America, N.A.)
410 S. 19th St. (Bowman)
2006 Madison St. (Brooks)
106 N. 98th St. (Cadlerock Joint Venture II, L.P.)
1712 Scheel St. (Daughrity)
7015 West B St. (Doucette)
31 S. 44th Street (First County Bank)
33 Highwood Court (Haynes)
602 Abend St. (Hazzard)
720 S. 20th St. (Hediger)
814 S. 7th St. (Willis, Katrice & Watson, Jennifer)
17 Holdener Dr. (Hicks)
1317 North Church St. (HSBC)
201 Portland St. (James)
611 E. McKinley Ave. (Keller)

3518 West A St. (Ladewig)
3509 West A St. (Lienesch)
226 N. 12th St. (Marino)
9909 and 9915 Olympia St. (Martin)
1102 LaSalle St. (McCarty)
111 N. 18th St. (Myers)
10608 West Main St. (Nicholson)
1801 E. Belle St. (Pick)
610 S. Douglas Ave. (Plants-N-More)
1018 West Main St. (Reichling)
1215 Patterson Court (GARAGE ONLY) (Ripplinger)
504 S. First St. (St. Clair County Trustee)
128 N. 8th St. (Secretary of Veterans Affairs)
1200 Bel Aire Dr. (South)
210 McTeel St. (Southwestern Illinois Properties, LLC)
124 N. 15th St. (Stehlick)
500 S. Church St. (Stonecrest)
322 Pleasant Hill Dr. (Stonesifer)
509 West Adams St. (Wallace)
2021 Madison Ave. (Whittaker)
814 S. 7th St. (Willis and Watson)
523 N. Jackson St. (Wittenauer)

C. **Other Civil Cases.** The City currently has pending the following other civil cases in which I am representing the City:

1. *Rehkemper v. City of Belleville, et al.* This is a case filed against the City for damage because of leakage from the prior Belleville municipal landfill. The insurance company has declined coverage, because its policy was not in effect at the time of this incident. We have turned in a claim to our prior insurance company. This case is being defended by the attorney who was hired by our first insurance company while we wait to hear from our prior insurance company. Both insurance companies have denied coverage.
2. *City of Belleville v. Leon Demond, d/b/a Kelly's Limousine.* This is a case filed against Kelly's Limousine to recover the money paid to Kelly's due to Kelly's breach of the contract by moving its operation. Judgment has been entered in favor of the City in the amount of \$120,000.00. A prior Citation to Discover Assets revealed that Mr. Demond had few assets; I am seeking another Citation to Discover Assets to determine if that has changed.
3. *City of Belleville v. Richard Hosto, d/b/a Hosto Excavating and J & D Sewer.* This is a case for damage done to the City's main sewer line at 1848 Page Avenue. The case was settled for a net payment to the City in the amount of Ten Thousand Dollars (\$10,000.00). Accordingly, this matter is now concluded.

4. Larry Horne vs. City of Belleville. This is a case filed by a firefighter against the City and Pension Board to have his start date moved back for pension purposes. Plaintiff's Counsel and the Pension Board's Attorney are still clarifying the administrative record.
5. City of Belleville vs. Fischer Lumber. This case is filed against Fischer Lumber for breach of a development agreement. The City is seeking \$135,000.00 to be repaid. The Court ordered mediation was not successful. The City has filed an Amended Complaint. The Court has entered an Amended Case Management Order, specifically setting discovery deadlines and an October 24, 2016 trial date. The parties have completed written discovery and are conducting depositions.
6. Orchards Homeowners Association of Belleville v. City of Belleville. On April 22, 2015, Plaintiff filed a Complaint against the City alleging a breach-of-contract theory related to an IDNR Permit for the construction of improvements to an unnamed tributary of loop creek. On October 29, 2015, after the Court denied the City's Motion to Dismiss, I filed an Answer and Affirmative Defenses. The parties are proceeding with discovery.
7. Martha Dowling v. City of Belleville. On August 12, 2015, Plaintiff filed a Small-Claims Complaint against the Mayor alleging a property-damage claim related to an IDNR Permit for the construction of improvements to an unnamed tributary of loop creek, specifically seeking reimbursement for costs associated with water-mitigation work that Plaintiff performed at her property. On November 4, 2015, the Court granted our Combined Motion to Dismiss and provided Plaintiff with leave to amend her Complaint. After Plaintiff filed an Amended Small-Claims Complaint, the City filed another Motion to Dismiss, which was heard by the Court on January 11, 2016. On March 11, 2016, the Court granted the City's Motion to Dismiss, thereby dismissing Plaintiff's Amended Small-Claims Complaint with prejudice. Plaintiff thereafter filed a Motion to Reconsider, which is pending.
8. City of Belleville v. Illinois Department of Natural Resources, et al. This case involves a Complaint for Administrative Review, seeking judicial review of IDNR's Final Administrative Decision issued on March 7, 2016 determining that, among other things, the City remains "in violation of Permit No. DS2006039, issued pursuant to the Department's administrative rules on floodway construction", and ordering that "[a] plan of action to correct the violation and bring the site into compliance with Department rules must be received by June 1, 2016." Following service of the Complaint for Administrative Review, IDNR withdrew the aforementioned Final Administrative Decision. Accordingly, I will be voluntarily dismissing this case as moot.

There are other lawsuits being handled through the City's insurance company.

- D. Other Miscellaneous Cases.** In addition to the above cases, there are a number of cases where the City is named as a Defendant in mortgage foreclosure lawsuits. The City is

named as a Defendant because of municipal liens. These liens are typically extinguished in the foreclosure action. It is doubtful if the City will collect any of the amounts liened from these cases. There are also a number of cases where the City has filed proof of claims in Bankruptcy Court. These proof of claims are normally for sewer or trash charges and, in most cases, the City is unable to collect on any of these.

**Deed of Easement
& Right-of-Way for
Sanitary Sewer System**

After recording return to:

Thouvenot, Wade & Moerchen, Inc.
4940 Old Collinsville Road
Belleville, Illinois 62226

Description No.: 08-300-100-008

Project: **Belleville 11th Street
Interceptor Sewer**

THIS INDENTURE, made this 10th day of March, 2016, by and between **Don C. Woodrome Trustee and Joyce B. Kruegeras** the "**Grantor**", and the City of Belleville organized and existing under the laws of the State of Illinois, having an office for the transaction of business at 101 South Illinois Street, Belleville, Illinois 62220, hereinafter referred as the "**Grantee**".

WITNESSETH:

The **Grantor**, in consideration of the covenants and agreements hereinafter recited and the sum of One Dollar(s) (\$1.00), the receipt and sufficiency of which are hereby acknowledged, does hereby give, grant, and convey unto the **Grantee**, its successor and assigns, forever, an easement and a free uninterrupted and unobstructed right of way in, under, across, and over the property of the **Grantor** situated in St. Clair County, Illinois; said right of way more particularly described as follows:

A 20.00 foot wide Permanent Sanitary Sewer Easement, being part of Lot 6 of the Fractional Northwest Quarter of Section 30, Township 1 North, Range 8 West of the Third Principal Meridian, St. Clair County, Illinois.

Commencing at the northeast corner said Lot 6; thence South 00 degrees 06 minutes 12 seconds West, on the east line of said Lot 6, a distance of 73.22 feet to the southerly right of way line of South 11th Street and the Point of Beginning.

From said Point of Beginning; thence continuing South 00 degrees 06 minutes 12 seconds West, on said east line of Lot 6, a distance of 20.01 feet; thence northwesterly 20.00 feet southerly of and parallel with said southerly right of way line of South 11th Street the following five courses and distances; 1.) westerly 147.25 feet on a curve to the right having a radius 1050.00 feet; the chord of said curve bears North 84 degrees 06 minutes 14 seconds West, 147.13 feet; 2.) North 80 degrees 05 minutes 11 seconds West, 129.30 feet; 3.) westerly 145.89 feet on a curve to the left having a radius of 950.00 feet, the chord of said curve bears North 84 degrees 29 minutes 08 seconds West, 145.74 feet; 4.) North 88 degrees 53 minutes 06 seconds West, 1307.36 feet; 5.) South 44 degrees 23 minutes 53 seconds West, 79.28 feet to the easterly right of way line of Frank Scott Parkway (100 feet wide); thence North 00 degrees 01 minutes 24 seconds East, on said easterly right of way line of Frank Scott Parkway, 28.60 feet to said southerly right of way line of South 11th Street; thence on said southerly right of way line of South 11th Street the following 5 courses and distances; 1.) North 44 degrees 23 minutes 53 seconds East, 67.48 feet; 2.) South 88 degrees 53 minutes 06 seconds East, 1316.00 feet; 3.) easterly 148.96 feet on a curve to the right having a radius of 970.00 feet, the chord of said curve bears South 84 degrees 29 minutes 08 seconds East, 148.81 feet; 4.) South 80 degrees 05 minutes 11 seconds East, 129.30 feet; 5.) easterly 143.82 feet on a

curve to the left having a radius of 1030.00 feet, the chord of said curve bears South 84 degrees 05 minutes 12 second East, 143.71 feet to the Point of Beginning
Said easement contains 0.83 acres, more or less.

Subject to easements, conditions and restrictions of record

As shown on Exhibit B, attached hereto and made a part hereoffor the purpose of installing, laying, operating, maintaining, inspecting, removing, repairing, replacing, relaying, and adding to, from time to time, sanitary sewer pipe or pipes, with necessary manholes, fittings, appurtenances, and attached facilities, including laterals and connections for the collection of wastewater.

Together with the right to the **Grantee**, its successors and assigns, to (i) enter in and upon the premises described above with men and machinery, vehicles and material at any and all times for the purpose of maintaining, repairing, renewing, or adding to the aforesaid sanitary sewer pipe lines and appurtenances; (ii) to use such additional space adjacent to the premises described above as may be required for working room during the time of construction, repairing, renewing, or maintenance of the sanitary sewer system pipelines and appurtenances (iii) remove trees, bushes, undergrowth, and other obstructions interfering with the activities authorized herein; and (iiii) for doing anything necessary, useful, or convenient for the enjoyment of the easement herein granted.

The right of the **Grantor** to freely use and enjoy its interest in the premises is reserved to **Grantor**, its successors and assigns insofar as the exercise thereof does not endanger or interfere with the construction, operation, and maintenance of **Grantee's** waste water sewer mains and attached facilities, except that no building, structure, or similar improvements shall be erected within said easement, nor shall the grade or ground cover over **Grantee's** facilities be substantially altered, without the consent of the **Grantee**. [Notwithstanding the foregoing, the **Grantor** agrees that no other pipes or conduits shall be placed within ten (10) feet, measured horizontally, from the said waste water sewer mains except pipes crossing same at right angle, in which latter case, a minimum distance of two (2) feet shall be maintained between the pipes.]No excavation or blasting shall be carried on which in any way endangers or might endanger the waste water mains and attached facilities.

The **Grantee** agrees, by acceptance of this **Deed of Easement and Right of Way** that, upon any opening made in connection with any of the purposes of this easement and right of way, said opening shall be backfilled and resurfaced to as nearly as possible the same condition as existed when said opening was made, provided that **Grantee** shall not be obligated to restore landscaping, other than grass which was destroyed upon entry, all such work to be done at the expense of the **Grantee**.

TO HAVE AND TO HOLD the above granted easement and right of way unto the **Grantee**, its successors and assigns, forever.

And the **Grantor** does further covenant with the **Grantee** as follows:

1. That the **Grantor** is the owner in fee simple of the real estate hereby subjected to said easement and right of way and has good title to convey the same.
2. That the **Grantee** shall quietly enjoy the said easement and right of way.

IN WITNESS WHEREOF, the Grantor has duly executed this **INDENTURE**, all as of the day and year first above written.

GRANTEE:

City of Belleville
Signature: Bradford Krueger
Title: Mayor

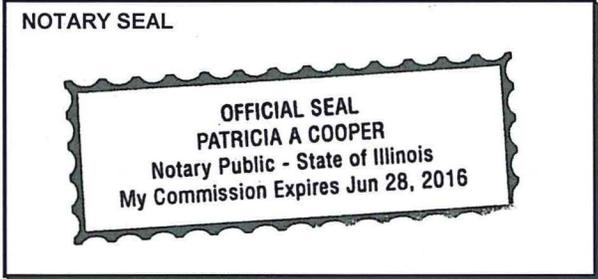
GRANTOR:

Don C. Woodrome Trust
Signature: Don C. Woodrome
Title: trustee of Don C. Woodrome trust

STATE OF ILLINOIS)
COUNTY OF ST. CLAIR) SS

Patricia A. Cooper, a Notary Public for the State and County aforesaid, do hereby certify that Bradford Krueger, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the same instrument as the free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 10th day of March, 20 16.



Patricia A. Cooper
Notary Public

My Commission Expires: _____

FRANK SCOTT PARKWAY WEST

BROOK TAYLOR ESTATES
DOC. # A02049284

L=148.96'
R=970.00'
CB=S84°29'08"E
CH=148.81'

S80°05'11"E
129.30'

S88°53'06"E
1316.00'

L=143.82'
R=1030.00'
CB=S84°05'12"E
CH=143.71'

N44°23'53"E
67.48'

N00°01'24"E
28.60'

S44°23'53"W
79.28'

20' WIDE SANITARY
SEWER EASEMENT

N88°53'06"W
1307.36'

SOUTH 11th STREET

P.O.C. N.E. COR.
LOT 6 OF THE
N.W. 1/4

S00°06'12"W
73.22'

P.O.B.

AUTUMN WOODS
DOC. # A02033797

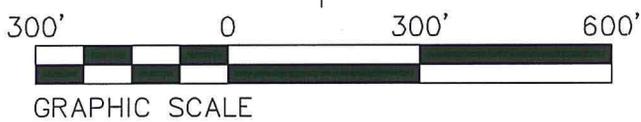
S00°06'12"W
20.01'

DON C. WOODROME, TRUSTEE
UNDER DON C. WOODROME
LIVING TRUST
DOC. # A02265575

L=145.89'
R=950.00'
CB=N84°29'08"W
CH=145.74'

N80°05'11"W
129.30'

L=147.25'
R=1050.00'
CB=N84°06'14"W
CH=147.13'



NOTES:

1. BEARINGS SHOWN HEREON ARE ASSUMED.
2. THIS EXHIBIT DOES NOT CONTAIN COMPLETE INFORMATION REGARDING OWNERSHIP, EASEMENTS, RESERVATIONS, RESTRICTIONS, RIGHTS OF WAY, BUILDING LINES AND OTHER ENCUMBRANCES.

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 200AA
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

**SEWER EASEMENT
EXHIBIT**

PART OF N.W. ¼
OF SECTION 30,
T.1N., R.8W., 3RD P.M.,
ST. CLAIR COUNTY, ILLINOIS

EXHIBIT NUMBER

B

**11TH STREET
INTERCEPTOR SEWER**

PERMANENT EASEMENT

AREA	ACRES
	0.83

*THIS IS NOT A
PLAT OF SURVEY*

**Deed of Easement
& Right-of-Way for
Sanitary Sewer System**

After recording return to:

Thouvenot, Wade & Moerchen, Inc.
4940 Old Collinsville Road
Belleville, Illinois 62226

Description No.: 08-300-100-008

Project: **Belleville 11th Street
Interceptor Sewer**

THIS INDENTURE, made this 13th day of April, 20 16, by and between **Kenneth Weilbacher Trustee & Michael J. & Robyn G. Weilbacher** as the "**Grantor**", and the City of Belleville organized and existing under the laws of the State of Illinois, having an office for the transaction of business at 101 South Illinois Street, Belleville, Illinois 62220, hereinafter referred as the "**Grantee**".

WITNESSETH:

The **Grantor**, in consideration of the covenants and agreements hereinafter recited and the sum of One Dollar(s) (\$1.00), the receipt and sufficiency of which are hereby acknowledged, does hereby give, grant, and convey unto the **Grantee**, its successor and assigns, forever, an easement and a free uninterrupted and unobstructed right of way in, under, across, and over the property of the **Grantor** situated in St. Clair County, Illinois; said right of way more particularly described as follows:

A 10.00 foot wide Permanent Sanitary Sewer Easement being part of Lot 90 of the Brook Taylor Estates, reference being had to the plat there of in the St. Clair County Recorder's Office in Document Number A02049284 and being part of the Fractional Northwest Quarter of Section 30, Township 1 North, Range 8 West of the Third Principal Meridian, St. Clair County, Illinois and being more particularly described as follows:

Commencing at the southeast corner said Lot 90; thence North 88 degrees 53 minutes 05 seconds West, on the southerly line of said Lot 90, a distance of 15.00 feet; thence North 00 degrees 06 minutes 12 seconds East, 15.00 feet westerly of and parallel with the easterly line of said Lot 90, a distance of 10.00 feet to the Point of Beginning.

From said Point of Beginning; thence North 88 degrees 53 minutes 05 seconds West, 10.00 feet northerly of and parallel with said southerly line of Lot 90, a distance of 10.00 feet; thence North 00 degrees 06 minutes 12 seconds East, 25.00 feet westerly of and parallel with said easterly line of said Lot 90, a distance of 25.00 feet; thence South 88 degrees 53 minutes 05 seconds East, 35.00 feet northerly of and parallel with said southerly line of Lot 90, a distance of 10.00 feet; thence South 00 degrees 06 minutes 12 seconds West, 15.00 feet westerly of and parallel with said easterly line of Lot 90, a distance of 25.00 feet to the Point of Beginning.

Said easement contains 0.006 acres, more or less.

Subject to easements, conditions and restrictions of record.

As shown on Exhibit B, attached hereto and made a part hereof for the purpose of installing, laying, operating, maintaining, inspecting, removing, repairing, replacing, relaying, and adding to, from time to time, sanitary sewer pipe or pipes, with necessary manholes, fittings, appurtenances, and attached facilities, including laterals and connections for the collection of wastewater.

Together with the right to the **Grantee**, its successors and assigns, to (i) enter in and upon the premises described above with men and machinery, vehicles and material at any and all times for the purpose of maintaining, repairing, renewing, or adding to the aforesaid sanitary sewer pipe lines and appurtenances; (ii) to use such additional space adjacent to the premises described above as may be required for working room during the time of construction, repairing, renewing, or maintenance of the sanitary sewer system pipelines and appurtenances (iii) remove trees, bushes, undergrowth, and other obstructions interfering with the activities authorized herein; and (iiii) for doing anything necessary, useful, or convenient for the enjoyment of the easement herein granted.

The right of the **Grantor** to freely use and enjoy its interest in the premises is reserved to **Grantor**, its successors and assigns insofar as the exercise thereof does not endanger or interfere with the construction, operation, and maintenance of **Grantee's** waste water sewer mains and attached facilities, except that no building, structure, or similar improvements shall be erected within said easement, nor shall the grade or ground cover over **Grantee's** facilities be substantially altered, without the consent of the **Grantee**. [Notwithstanding the foregoing, the **Grantor** agrees that no other pipes or conduits shall be placed within ten (10) feet, measured horizontally, from the said waste water sewer mains except pipes crossing same at right angle, in which latter case, a minimum distance of two (2) feet shall be maintained between the pipes.] No excavation or blasting shall be carried on which in any way endangers or might endanger the waste water mains and attached facilities.

The **Grantee** agrees, by acceptance of this **Deed of Easement and Right of Way** that, upon any opening made in connection with any of the purposes of this easement and right of way, said opening shall be backfilled and resurfaced to as nearly as possible the same condition as existed when said opening was made, provided that **Grantee** shall not be obligated to restore landscaping, other than grass which was destroyed upon entry, all such work to be done at the expense of the **Grantee**.

TO HAVE AND TO HOLD the above granted easement and right of way unto the **Grantee**, its successors and assigns, forever.

And the **Grantor** does further covenant with the **Grantee** as follows:

1. That the **Grantor** is the owner in fee simple of the real estate hereby subjected to said easement and right of way and has good title to convey the same.
2. That the **Grantee** shall quietly enjoy the said easement and right of way.

IN WITNESS WHEREOF, the **Grantor** has duly executed this **INDENTURE**, all as of the day and year first above written.

GRANTEE:

City of Belleville

Signature: _____

Mark W. Eckert

Title: Mayor

GRANTOR:

Kenneth Weilbacher Trustee &
Michael J. & Robyn G. Weilbacher

Signatures: _____

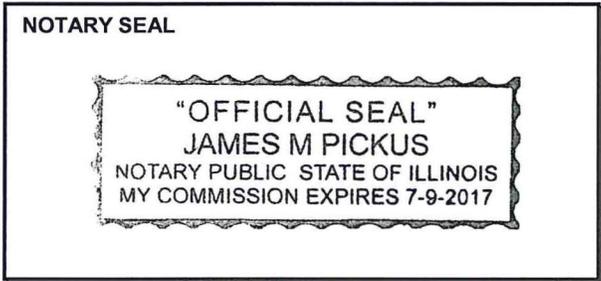
Kenneth Weilbacher trustee
Michael Weilbacher

Title: Owners

STATE OF ILLINOIS)
)
COUNTY OF ST. CLAIR) SS

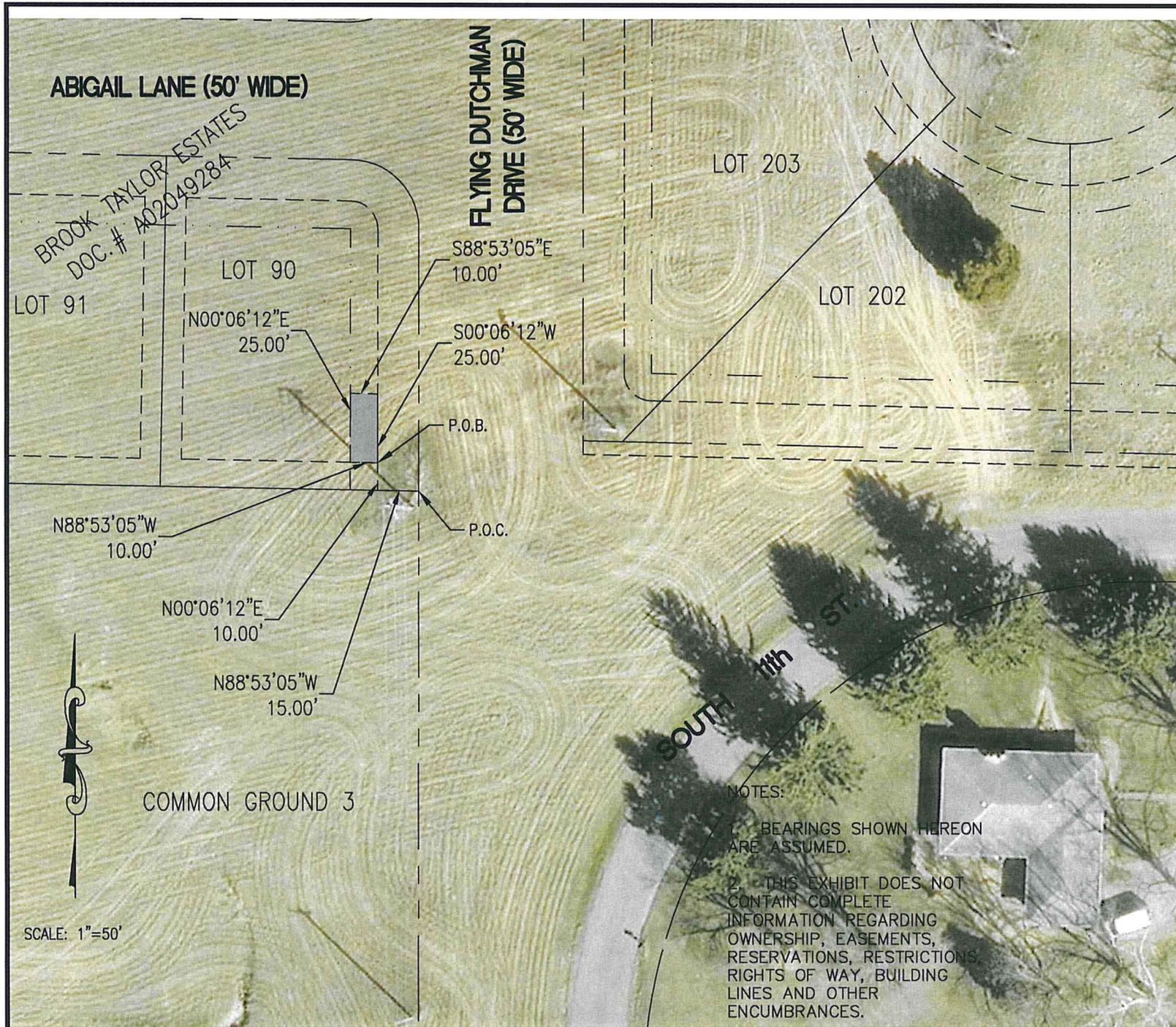
I, JAMES M PICKUS, a Notary Public for the State and County aforesaid, do hereby certify that KENNETH WEILBACHER TRUSTEE + MICHAEL J + ROBYN G WEILBACHER personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the same instrument as the free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 13 day of APRIL, 20 16.



James M Pickus
Notary Public

My Commission Expires: 7-9-17



**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**
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EDWARDSVILLE, ILLINOIS 62025
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ST. LOUIS, MISSOURI 63101
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TEL (636) 724-8300
FAX (636) 724-8304

**SEWER EASEMENT
EXHIBIT**

PART OF LOT 90
OF BROOK TAYLOR ESTATES
DOC. # A02049284
ST. CLAIR COUNTY, ILLINOIS

EXHIBIT NUMBER
B

**11TH STREET
INTERCEPTOR SEWER**

PERMANENT EASEMENT

AREA	ACRES
	0.006

**THIS IS NOT A
PLAT OF SURVEY**

- NOTES:
1. BEARINGS SHOWN HEREON ARE ASSUMED.
 2. THIS EXHIBIT DOES NOT CONTAIN COMPLETE INFORMATION REGARDING OWNERSHIP, EASEMENTS, RESERVATIONS, RESTRICTIONS, RIGHTS OF WAY, BUILDING LINES AND OTHER ENCUMBRANCES.

**Deed of Easement
& Right-of-Way for
Sanitary Sewer System**

After recording return to:

Thouvenot, Wade & Moerchen, Inc.
4940 Old Collinsville Road
Belleville, Illinois 62226

Description No.: 08-21.0-300-002 &
08-21.0-300-003

Project: **Belleville LTCP - Phase 4**

THIS INDENTURE, made this _____ day of _____, 20_____, by and between **Local Union #459 Laborers** having an address at _____, hereinafter referred to [collectively] as the "**Grantor**", and the City of Belleville organized and existing under the laws of the State of Illinois, having an office for the transaction of business at 101 South Illinois Street, Belleville, Illinois 62220, hereinafter referred to as the "**Grantee**".

WITNESSETH:

The **Grantor**, in consideration of the covenants and agreements hereinafter recited and the sum of One Dollar(s) (\$1.00), the receipt and sufficiency of which are hereby acknowledged, does hereby give, grant, and convey unto the **Grantee**, its successor and assigns, forever, an easement and a free uninterrupted and unobstructed right of way in, under, across, and over the property of the **Grantor** situated in St. Clair County, Illinois; said right of way more particularly described as follows:

A permanent Sanitary Sewer Easement being part of Lot 23 of the Fractional Southwest Quarter of Section 21, Township 1 North, Range 8 West of the Third Principal Meridian, St Clair County, Illinois, reference being had to the plat thereof recorded in St. Clair County Recorder's Office in Plat Book 'A' on page 185, and being more particularly described as follows:

Commencing at the intersection of the northwesterly right of way line of North 16th Street and the northeasterly right of way line of West 'A' Street; thence on a assumed bearing of North 58 degrees 59 minutes 19 seconds West, on said northeasterly right of way line, 26.88 feet to the Point of Beginning.

From said Point of Beginning; thence continuing North 58 degrees 59 minutes 19 seconds West, on said northeasterly right of way line, 21.26 feet; thence North 14 degrees 06 minutes 51 seconds West, 56.38 feet; thence North 59 degrees 14 minutes 14 seconds West, 15.00 feet southwesterly of and parallel with the southwesterly right of way line of West 'E' Street, 191.39 feet to the southeasterly right of way line of North 17th Street being described as Parcel 3 in Document No. A01561362 of the St. Clair County Recorder's Office; thence northeasterly on said southeasterly right of way line 25.26 feet on a non-tangential curve to the right having a radius of 18.00 feet, the chord of said curve bears North 80 degrees 33 minutes 36 seconds East, 23.24 feet to said southwesterly right of way line of West 'E' Street; thence South 59 degrees 14 minutes 14 seconds East, on said southwesterly right of way line, 179.87 feet; thence South 14 degrees 06 minutes 51 seconds East, 77.68 feet to the Point of Beginning.

Parcel contains 0.088 acres, more or less.

Subject to easements, conditions and restrictions of record.

As shown on Exhibit A attached hereto and made a part hereof for the purpose of installing, laying, operating, maintaining, inspecting, removing, repairing, replacing, relaying, and adding to, from time to time, sanitary sewer pipe or pipes, with necessary manholes, fittings, appurtenances, and attached facilities, including laterals and connections for the collection of wastewater.

Together with the right to the **Grantee**, its successors and assigns, to (i) enter in and upon the premises described above with men and machinery, vehicles and material at any and all times for the purpose of maintaining, repairing, renewing, or adding to the aforesaid sanitary sewer pipe lines and appurtenances; (ii) to use such additional space adjacent to the premises described above as may be required for working room during the time of construction, repairing, renewing, or maintenance of the sanitary sewer system pipelines and appurtenances (iii) remove trees, bushes, undergrowth, and other obstructions interfering with the activities authorized herein; and (iiii) for doing anything necessary, useful, or convenient for the enjoyment of the easement herein granted.

The right of the **Grantor** to freely use and enjoy its interest in the premises is reserved to **Grantor**, its successors and assigns insofar as the exercise thereof does not endanger or interfere with the construction, operation, and maintenance of **Grantee's** waste water sewer mains and attached facilities, except that no building, structure, or similar improvements shall be erected within said easement, nor shall the grade or ground cover over **Grantee's** facilities be substantially altered, without the consent of the **Grantee**. [Notwithstanding the foregoing, the **Grantor** agrees that no other pipes or conduits shall be placed within ten (10) feet, measured horizontally, from the said waste water sewer mains except pipes crossing same at right angle, in which latter case, a minimum distance of two (2) feet shall be maintained between the pipes.] No excavation or blasting shall be carried on which in any way endangers or might endanger the waste water mains and attached facilities.

The **Grantee** agrees, by acceptance of this **Deed of Easement and Right of Way** that, upon any opening made in connection with any of the purposes of this easement and right of way, said opening shall be backfilled and resurfaced to as nearly as possible the same condition as existed when said opening was made, provided that **Grantee** shall not be obligated to restore landscaping, other than grass which was destroyed upon entry, all such work to be done at the expense of the **Grantee**.

TO HAVE AND TO HOLD the above granted easement and right of way unto the **Grantee**, its successors and assigns, forever.

And the **Grantor** does further covenant with the **Grantee** as follows:

1. That the **Grantor** is the owner in fee simple of the real estate hereby subjected to said easement and right of way and has good title to convey the same.
2. That the **Grantee** shall quietly enjoy the said easement and right of way.

IN WITNESS WHEREOF, the Grantor has duly executed this INDENTURE, all as of the day and year first above written.

GRANTEE:

City of Belleville

Signature: Mark W. Ecken

Title: Mayor

GRANTOR:

LABORERS' LOCAL 459

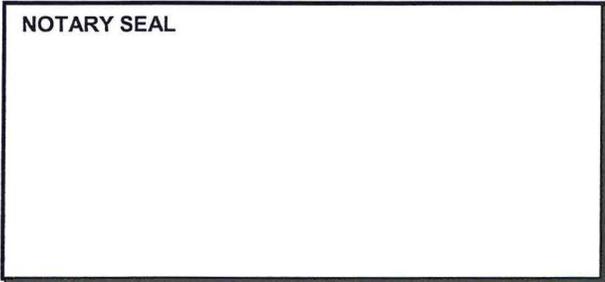
Signature: [Signature]

Title: BUSINESS MANAGER

STATE OF ILLINOIS)
) SS
COUNTY OF ST. CLAIR)

I, _____, a Notary Public for the State and County aforesaid, do hereby certify that _____, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the same instrument as the free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, 20_____.



Notary Public

My Commission Expires: _____

**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**
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TEL (636) 724-8300
FAX (636) 724-8304

**SEWER EASEMENT
EXHIBIT**

PART LOT 23 OF SW 1/4,
SEC. 21, T.1N., R.8W.
D.O.C. # A01561362
ST. CLAIR COUNTY, ILLINOIS

EXHIBIT NUMBER

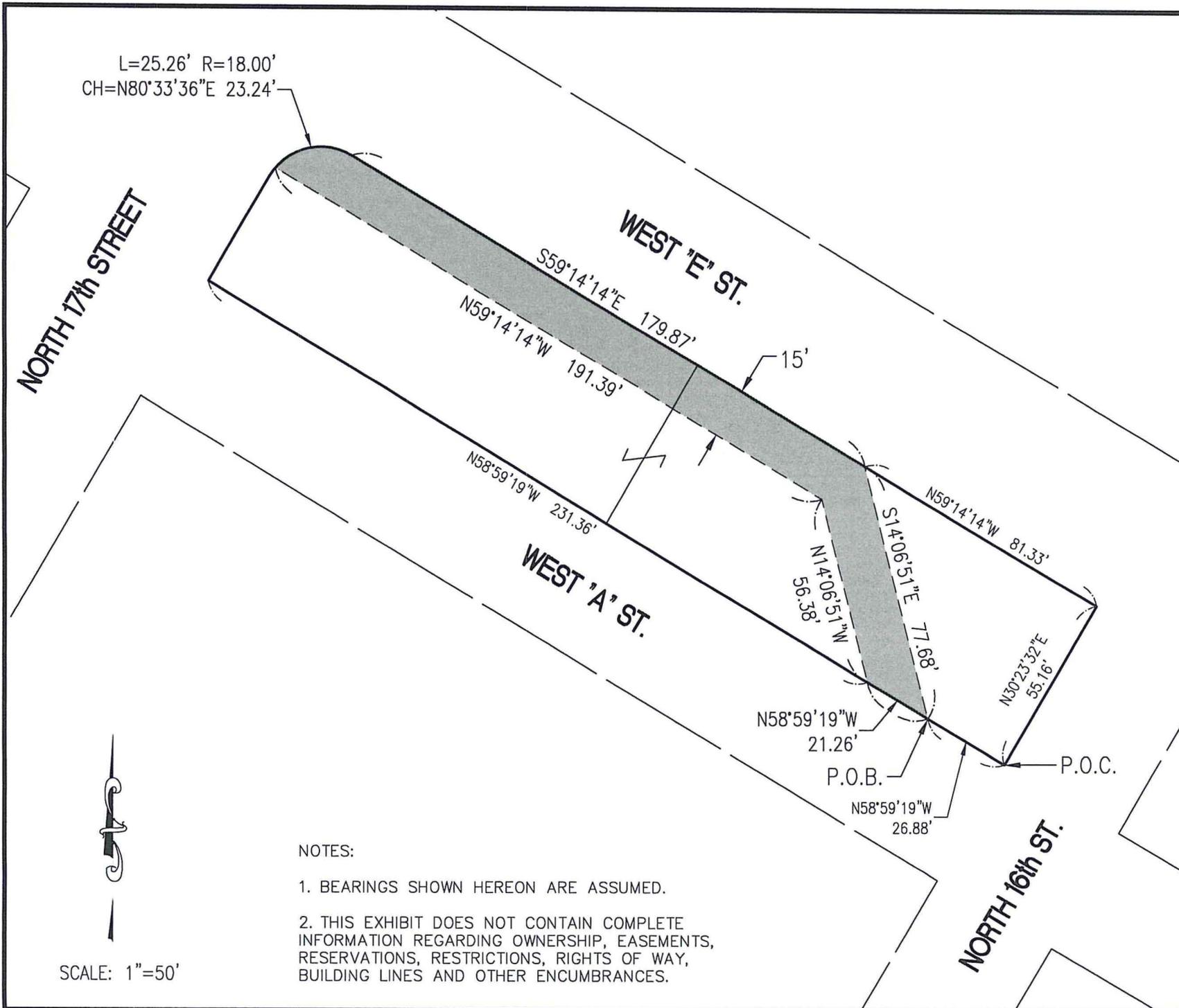
A

**BELLEVILLE LTCP
PHASE 4**

PERMANENT EASEMENT

AREA	ACRES
	0.088

*THIS IS NOT A
PLAT OF SURVEY*



NOTES:

1. BEARINGS SHOWN HEREON ARE ASSUMED.
2. THIS EXHIBIT DOES NOT CONTAIN COMPLETE INFORMATION REGARDING OWNERSHIP, EASEMENTS, RESERVATIONS, RESTRICTIONS, RIGHTS OF WAY, BUILDING LINES AND OTHER ENCUMBRANCES.



SCALE: 1"=50'

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



- CORPORATE OFFICE**
4940 OLD COLLINSVILLE RD.
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FAX (636) 724-8304

**SEWER EASEMENT
EXHIBIT**

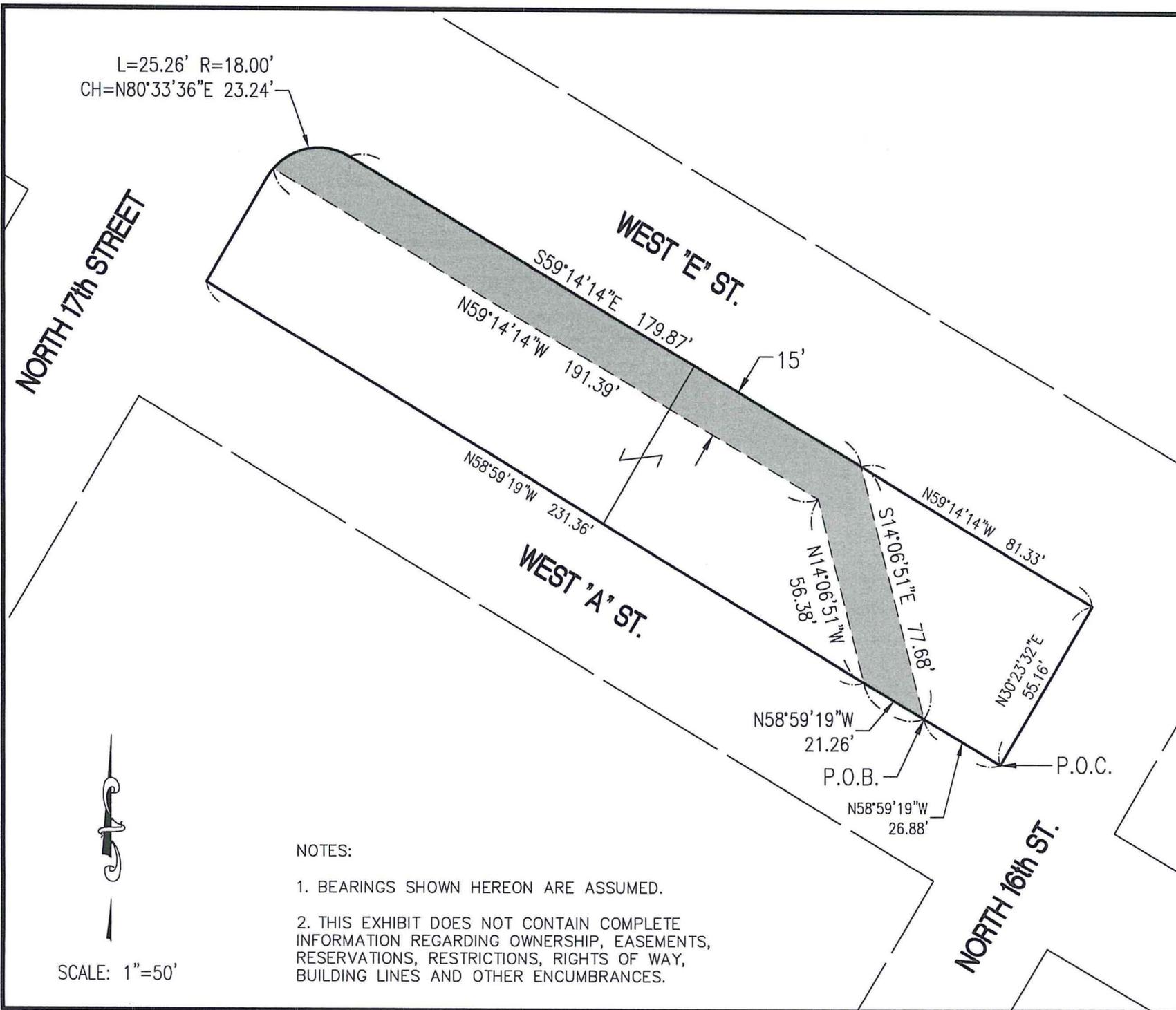
PART LOT 23 OF SW 1/4,
SEC. 21, T.1N., R.8W.
D.O.C. # A01561362
ST. CLAIR COUNTY, ILLINOIS

EXHIBIT NUMBER
A

**BELLEVILLE LTCP
PHASE 4**

PERMANENT EASEMENT	
AREA	ACRES
	0.088

*THIS IS NOT A
PLAT OF SURVEY*



L=25.26' R=18.00'
CH=N80°33'36"E 23.24'

NORTH 17th STREET

WEST 'E' ST.

WEST 'A' ST.

NORTH 16th ST.

- NOTES:
1. BEARINGS SHOWN HEREON ARE ASSUMED.
 2. THIS EXHIBIT DOES NOT CONTAIN COMPLETE INFORMATION REGARDING OWNERSHIP, EASEMENTS, RESERVATIONS, RESTRICTIONS, RIGHTS OF WAY, BUILDING LINES AND OTHER ENCUMBRANCES.

SCALE: 1"=50'

PROPERTY TRANSFER AGREEMENT

This Property Transfer Agreement (“Agreement”) is made and entered into on this _____ day of April, 2016, by and between Lindenwood University - Belleville (“University”) and the City of Belleville, Illinois (“City”).

RECITALS

WHEREAS, section 2-2-12 of the Illinois Municipal Code (65 ILCS 5/2-2-12) empowers the City to acquire and hold real property for corporate purposes;

WHEREAS, the University owns certain real property located in Belleville, St. Clair County, Illinois (hereinafter referred to as the “Property”), more fully described in Exhibit A attached hereto;

WHEREAS, the City desires to acquire the Property for use as the site of a lift station as part of its Phase 4 Sewer Project, as reflected in Exhibit B attached hereto;

WHEREAS, the University is willing to transfer the Property to the City, provided that the City shall construct/erect a soundwall adjacent to the lift station substantially similar to that referenced in Exhibit C attached hereto;

NOW, THEREFORE, in consideration of the terms and conditions of this Property Transfer Agreement, the University and the City agree as follows:

1. The University and the City acknowledge the foregoing Recitals and incorporate same herein by this reference.
2. Within ten (10) days of the date of this Property Transfer Agreement, the University shall convey the Property described in Exhibit A to the City by general warranty deed, thereby granting to the City all of the University’s title and right of possession of the Property, for the City’s use as the site for a lift station as part of its Phase 4 Sewer Project, as reflected in Exhibit B.
3. The University makes no warranty or representation, of any kind or nature, as to as to the physical condition of the Property, and the City accepts “as is” and with all faults.
4. As the sole consideration for the transfer of the Property contemplated herein, the City shall construct/erect a soundwall adjacent to the lift station substantially similar to that referenced in Exhibit C.
5. The City shall pay any costs associated with the transfer of the Property, including but not limited to the cost of any commitment for title policy, the premium applicable to any title policy, survey charges, transfer taxes and escrow fees. However, each party will pay its own legal fees and expenses.

6. All representations, warranties, covenants and agreements herein will survive the closing of the transfer contemplated herein and will not merge in the deed or any other document executed and delivered in performance of this Property Transfer Agreement.
7. This Property Transfer Agreement contains all terms and conditions agreed upon, and there are no condition, representations, warranties, covenants, or agreements not contained in this Property Transfer Agreement. Any subsequent conditions, representations, warranties, covenants or agreements will not be valid and binding on the parties unless in writing and signed by both parties.

The parties agree to the above terms by signing below.

CITY OF BELLEVILLE, ILLINOIS

LINDENWOOD UNIVERSITY - BELLEVILLE

By: _____

Mark W. Eckert
Mayor

By: _____

Julie Mueller
Vice-President of Finance

Attest: _____

Dallas B. Cook
Clerk

EXHIBIT A

EXHIBIT A

A tract of land being part of Lot 25 of Kloess Third Addition, a subdivision being part of Section 20, Township 1 North, Range 8 West of the Third Principal Meridian, St Clair County, Illinois, reference being had to the plat thereof recorded in St. Clair County Recorder's Office in Plat Book 'P' on page 44, and being more particularly described as follows:

Beginning at an iron pin at the most easterly corner of said Lot 25; thence on a assumed bearing of South 50 degrees 28 minutes 43 seconds West, on the northwesterly right of way line of 23rd Street, 88.44 feet; thence North 39 degrees 38 minutes 48 seconds West, 280.03 feet; thence North 52 degrees 16 minutes 54 seconds West, 14.56 feet; thence North 37 degrees 43 minutes 06 seconds East, 28.09 feet to the southwesterly right of way line of the Southern Railroad; thence South 51 degrees 42 minutes 23 seconds East, on said southwesterly right of way line, 307.36 feet to the Point of Beginning.

Parcel contains 0.388 acres, more or less.

Subject to easements, conditions and restrictions of record.

As shown on Exhibit B attached hereto and made a part hereof.

EXHIBIT B

24TH STREET 50' W
(CALVIN AVENUE)

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



CORPORATE OFFICE
4940 OLD COLLINGSVILLE ROAD
SWANSEA, ILLINOIS 62226
TEL. (618) 624-4488
FAX (618) 624-6888

WATERLOO OFFICE
113 SOUTH MAIN STREET
WATERLOO, ILLINOIS 62288
TEL. (618) 839-5050
FAX (618) 839-3938

EDWARDSVILLE OFFICE
800 COUNTRY CLUB VIEW, SUITE 1
EDWARDSVILLE, ILLINOIS 62025
TEL. (618) 858-4040
FAX (618) 656-4343

ST. LOUIS OFFICE
720 OLIVE STREET, SUITE 200A
ST. LOUIS, MISSOURI 63101
TEL. (314) 241-6300
FAX (314) 241-2881

ST. CHARLES OFFICE
400 N. 5TH STREET, SUITE 101
ST. CHARLES, MISSOURI 63301
TEL. (838) 724-8300
FAX (838) 724-8304

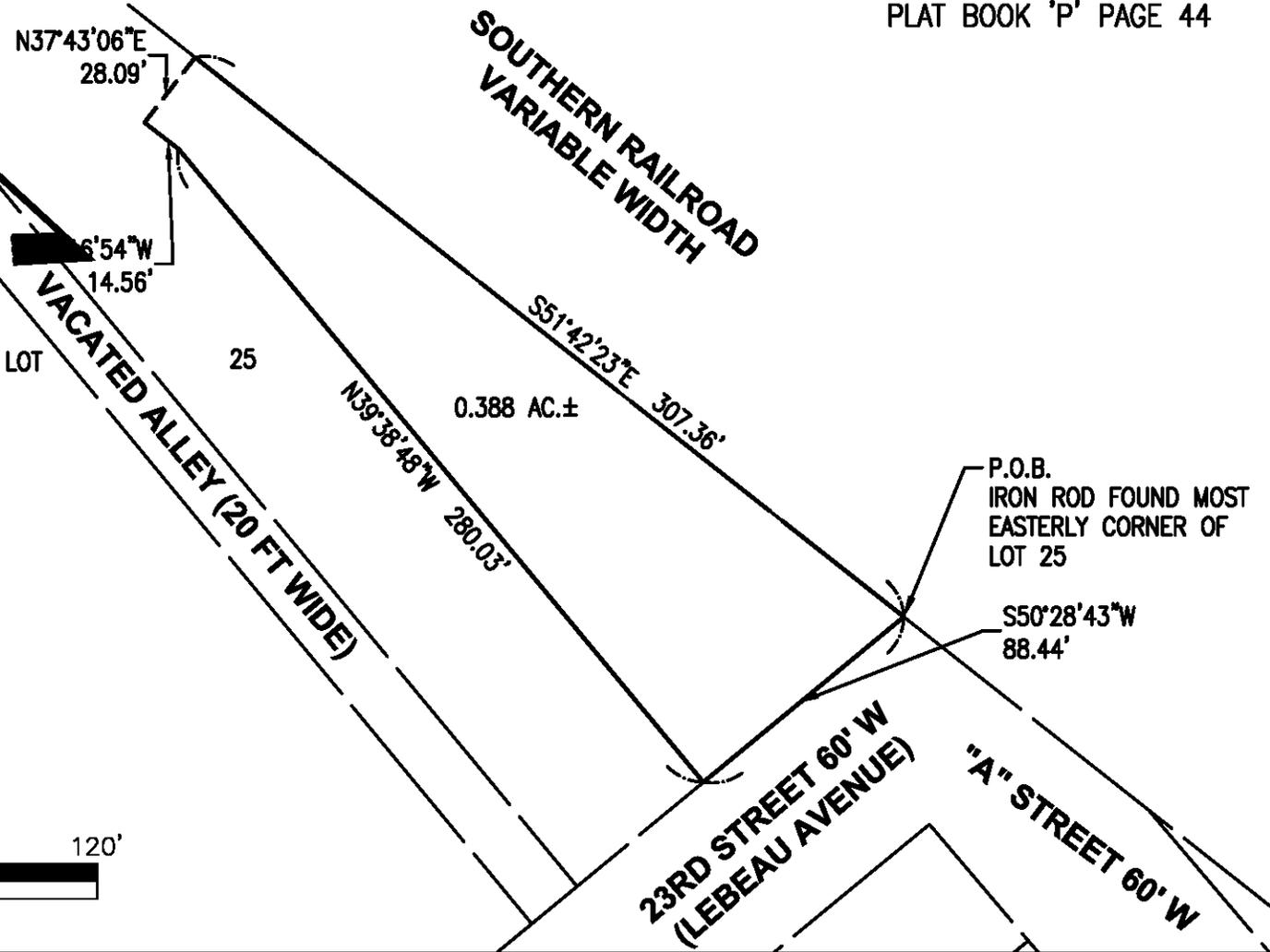
EXHIBIT
B

CITY OF
BELLEVILLE

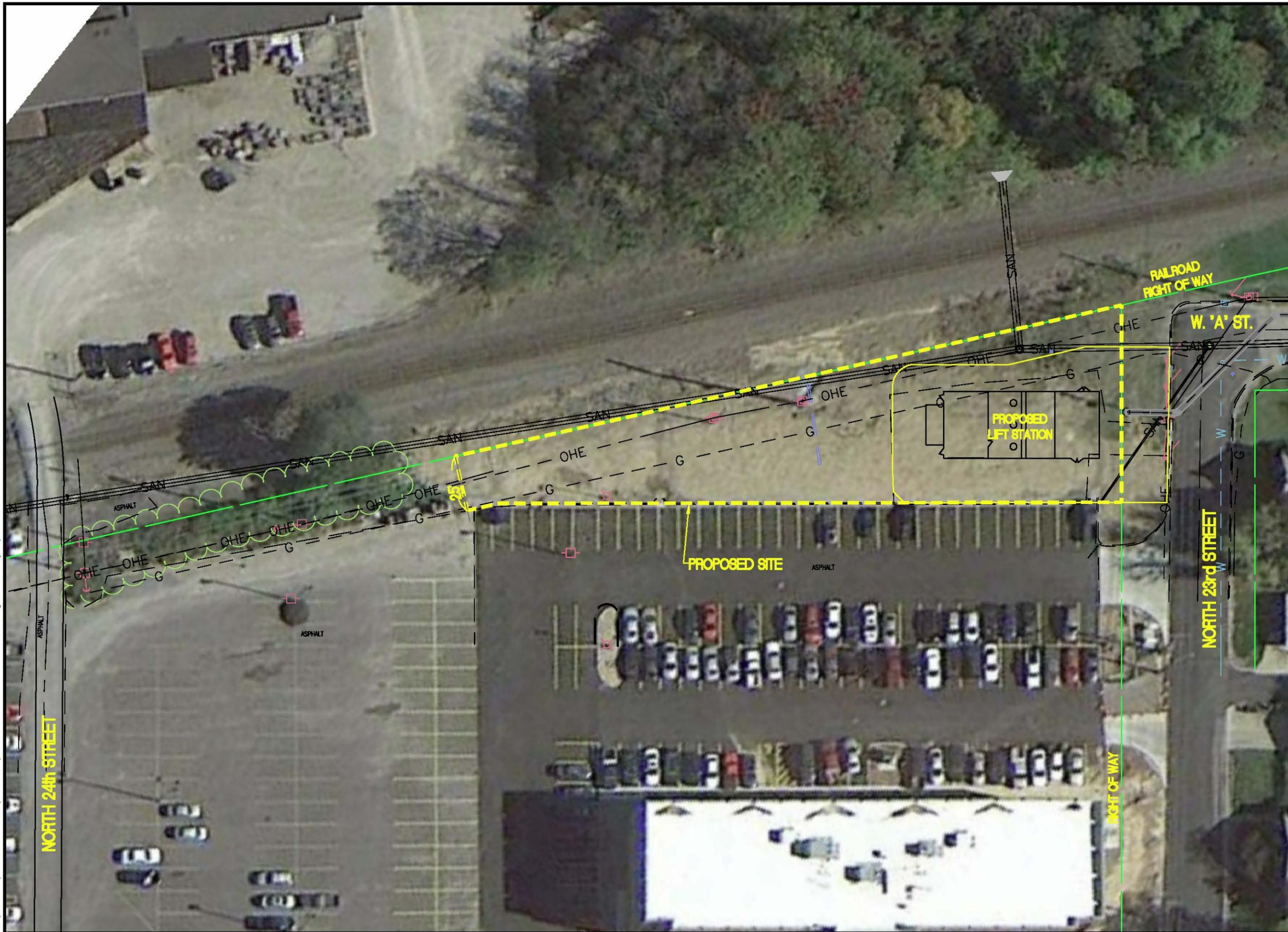
THIS IS NOT A PLAT OF SURVEY

TRACT OF LAND
BEING PART OF LOT 25
OF KLOESS THIRD ADDITION
PLAT BOOK 'P' PAGE 44

THIS EXHIBIT DOES NOT
CONTAIN COMPLETE
INFORMATION REGARDING
OWNERSHIP, EASEMENTS,
RIGHT OF WAY, BUILDING
LINES AND OTHER
ENCUMBRANCES.



P:\120695\4 CADD - DWG\4.3 Envr\120695-Exhibit-Lift Station-3.dwg Plotted By: tpeek



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



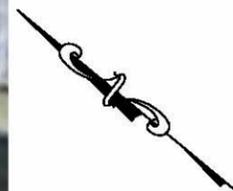
- ☑ **CORPORATE OFFICE**
4940 OLD COLLINSVILLE RD.
SWANSEA, ILLINOIS 62226
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FAX (618) 624-6688
- ☐ **WATERLOO OFFICE**
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FAX (636) 724-8304

**BELLEVILLE
LTCP PHASE 4**

**23rd STREET,
CSO LIFT STATION
INFRASTRUCTURE**

EXHIBIT NUMBER

1



SCALE: 1"=40'

EXHIBIT C

StoneSilence IITM

SOUNDWALL

Post & Panel System



McCANN CONCRETE PRODUCTS

8709 STATE ROUTE 159

DORSEY, ILLINOIS 62021

PHONE: (618) 377-3888

FAX: (618)-377-7746

www.mccannconcreteproducts.com

This drawing contains information proprietary to McCann Concrete Products, and is being furnished for the use of the installation contractor only in connection with this project, and the information contained herein may not be transmitted to any organization except project owner or project owner's representative.

A. GENERAL

1. SCOPE – THE NOTES ON THIS SHEET ARE GENERAL AND APPLY TO THE ENTIRE PROJECT EXCEPT WHERE THERE ARE SPECIFIC INDICATIONS TO THE CONTRARY.
2. APPLICABLE SPECIFICATIONS AND CODES : AASHTO GUIDE SPECIFICATIONS FOR STRUCTURAL DESIGN OF SOUND BARRIERS, 1989 WITH 1992 REVISIONS.
3. DIMENSIONS – STRUCTURAL DIMENSIONS CONTROLLED BY OR RELATED TO EXISTING STRUCTURES OR UNDERGROUND UTILITIES SHALL BE VERIFIED BY CONTRACTOR PRIOR TO CONSTRUCTION.
4. CONSTRUCTION LOADS – DURING CONSTRUCTION, THE STRUCTURES SHALL BE PROTECTED BY BRACING AND SUPPORTS WHEREVER EXCESSIVE CONSTRUCTION LOADS MAY OCCUR.
5. CONTRACTOR SHALL PROVIDE TEMPORARY BRACING FOR CONSTRUCTION AND/OR WIND LOADS WHICH MAY OCCUR DURING ERECTION OF THE SOUND WALL.
6. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL SHORING, BRACING, SCAFFOLDING, AND TEMPORARY SUPPORTS NECESSARY TO IMPLEMENT THE WORK SHOWN ON THE DRAWINGS.
7. NO OPENING SHALL BE PLACED IN ANY STRUCTURAL MEMBER UNTIL THE LOCATION HAS BEEN APPROVED BY THE ENGINEER.
8. LIFTING WILL BE WITH "DAYTON/RICHMOND CONCRETE ACCESSORIES" P-96 FLEET-LIFT TWO HOLE ANCHORS. 2 PER PANEL, 4 OR 8 TON CAPACITY AS REQUIRED.
9. BACKFILL PLACED ADJACENT TO WALL PANELS SHALL BE CAREFULLY COMPACTED TO AVOID DAMAGE TO WALL. USE ONLY WALK-BEHIND EQUIPMENT OR HAND TAMPING.

B. STRUCTURAL – DESIGN

1. DESIGN LOADS:

WIND SPEED	70 MPH
EXPOSURE:	B2 SOUND BARRIERS NOT LOCATED ON STRUCTURES
	C SOUND BARRIERS LOCATED ON BRIDGE STRUCTURES, RETAINING WALLS, OR TRAFFIC BARRIERS
2. SEISMIC:

ACCELERATION COEFFICIENT	A = 0.12
DEAD LOAD COEFFICIENT	f = 0.75 DEAD LOAD, EXCEPT ON BRIDGES
	f = 2.5 DEAD LOAD ON BRIDGES
	f = 8.0 DEAD LOAD FOR CONNECTIONS OF PREFABRICATED WALLS TO BRIDGE
	f = 5.0 DEAD LOAD FOR CONNECTIONS OF PREFABRICATED WALLS TO RETAINING WALLS

C. CONCRETE

1. APPLICABLE CODE – CONCRETE CONSTRUCTION SHALL CONFORM TO THE 1999 EDITION OF THE ACI CODE (ACI 318-99)
2. REINFORCING STEEL DETAILS – ALL DETAILING, FABRICATION AND ERECTION OF REINFORCING BARS, UNLESS OTHERWISE NOTED, SHALL BE IN ACCORDANCE WITH "MANUAL OF STANDARD PRACTICE OF DETAILING REINFORCED CONCRETE STRUCTURES" ACI 315, CURRENT EDITION.

3. DESIGN STRESSES:

- A. CAST IN PLACE CONCRETE:
 1. STRUCTURAL FOOTINGS, PIERS AND OTHERS

$F'_c = 3,000$ PSI AT 28 DAYS
- B. PRECAST CONCRETE:
 1. POSTS & PANELS:

$F'_c = 5,000$ PSI AT 28 DAYS

$F'_c = 3,500$ PSI AT HANDLING.
- C. REINFORCING STEEL:

REINFORCING STEEL SHALL BE IN ACCORDANCE WITH ASTM A615 GRADE 60. WELDED WIRE FABRIC SHALL BE IN ACCORDANCE WITH ASTM A185 SMOOTH WIRE, 60 KSI MIN. YIELD.

SPLICES OF REINFORCING STEEL BAR SHALL BE IN ACCORDANCE WITH ACI 318-99. DO NOT SPLICE REINFORCING IN PANELS OR POSTS UNLESS SPECIFICALLY INDICATED ON THESE DRAWINGS.

REINFORCING STEEL PROTECTION (TO MAIN REINFORCING):
 BOTTOM OF FOOTINGS (3 INCHES), POSTS (1-1/4 INCHES),
 WALL PANELS (3/4 INCHES) UNLESS NOTED.
- D. GROUT BELOW BASE PLATES TO BE "NON-SHRINK" GROUT MIN. 4000 PSI.

D. STEEL

1. CODES AND SPECIFICATIONS – STEEL CONSTRUCTION SHALL CONFORM TO THE SPECIFICATIONS AND STANDARDS AS CONTAINED IN THE 9TH EDITION OF THE AISC MANUAL OF STEEL CONSTRUCTION.
2. MATERIAL – ALL STRUCTURAL SHAPES, BARS AND PLATES INDICATED ON THE DRAWINGS SHALL BE STEEL MEETING ASTM A36 SPECIFICATIONS. ANCHOR BOLTS SHALL CONFORM TO ASTM A325 UNLESS OTHERWISE SPECIFIED. ALL PLATES, BOLTS, NUTS AND ANY OTHER STEEL TO BE EXPOSED TO EARTH OR WEATHER TO BE GALVANIZED.
3. WELDING – ALL WELDING SHALL CONFORM TO D1.1 CODE FOR ARC AND GAS WELDING IN BUILDING CONSTRUCTION. ELECTRODE SHALL BE E70XX LOW HYDROGEN GROUP. WELDING SHALL BE CONDUCTED BY A CERTIFIED WELDER. NO FIELD WELDING IS PERMITTED UNLESS SHOWN ON DRAWINGS OR APPROVED IN WRITING BY THE ENGINEER. NO TORCH CUTTING OF NEW STRUCTURAL STEEL SHALL BE PERMITTED ON SITE WITHOUT WRITTEN APPROVAL OF ENGINEER.
4. ANCHOR BOLTS TO BE TIGHTENED BY TURN OF THE NUT METHOD.

E. FOUNDATIONS

1. CONTACT MANUFACTURER FOR FOUNDATION DESIGN INFORMATION.

McCANN CONCRETE PRODUCTS
 8709 ROUTE 159
 DORSEY, ILLINOIS 62021
 PHONE: (618) 377-3888



StoneSilence II SOUNDWALLTM

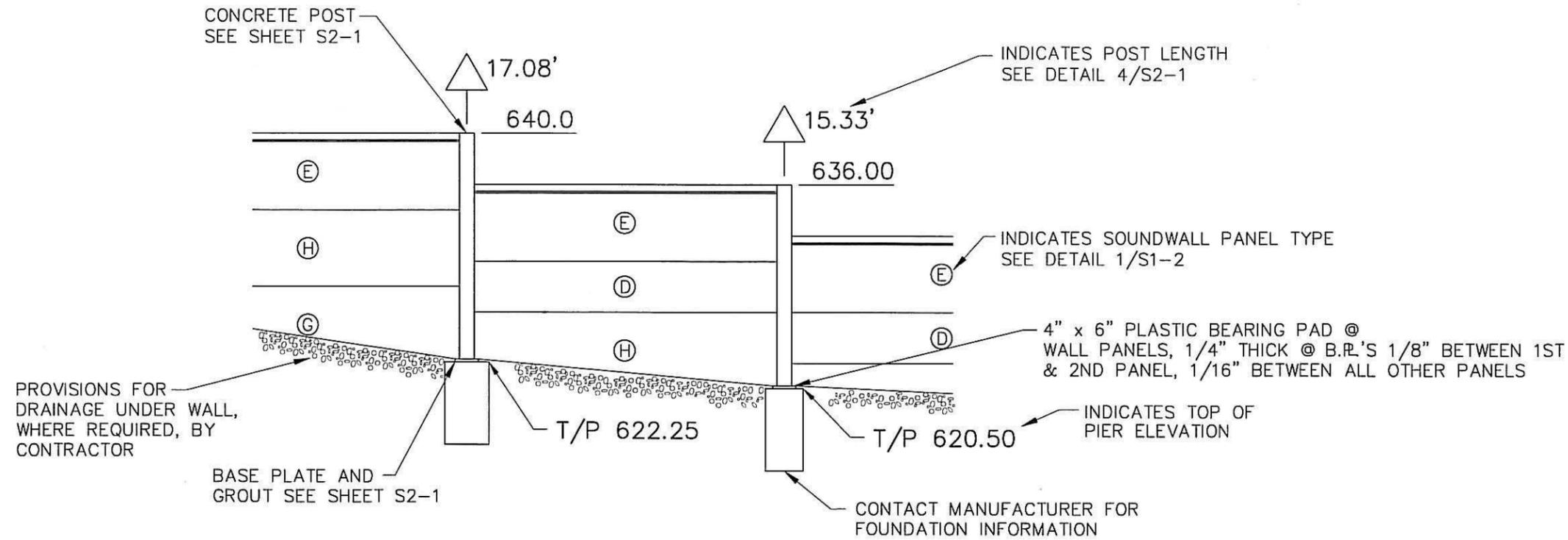
DATE:

JOB NO.

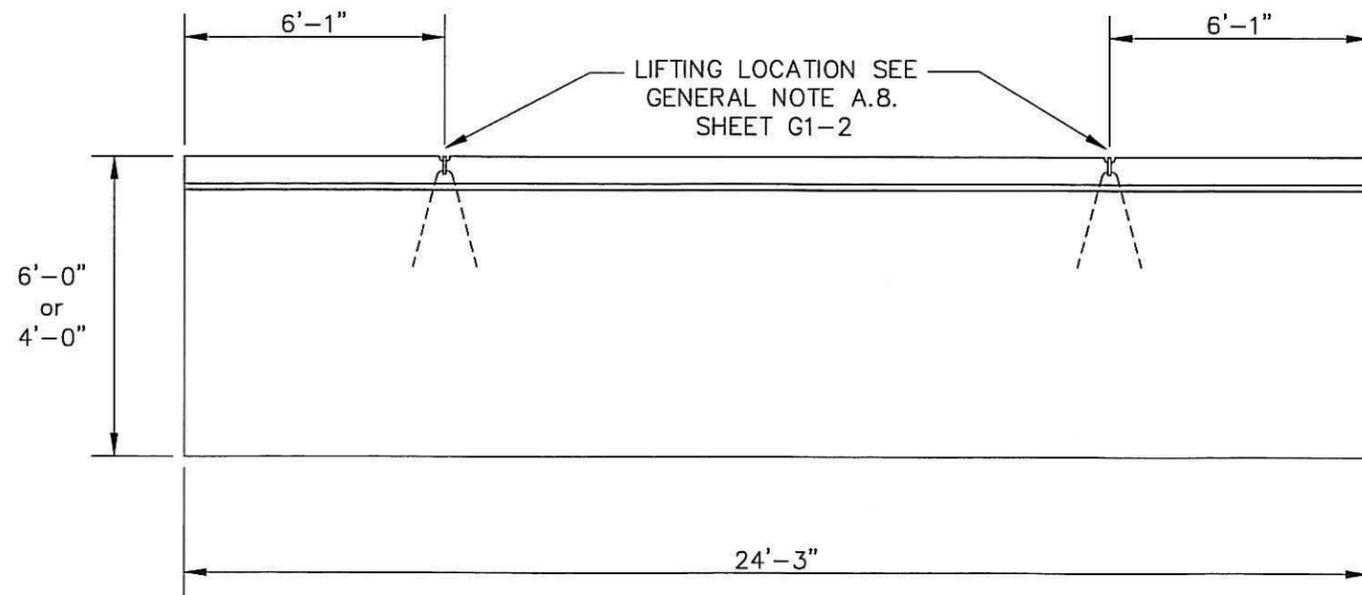
SHEET NO.

G1-2

This drawing contains information proprietary to McCann Concrete Products, and is being furnished for the use of the installation contractor only in connection with this project, and the information contained herein may not be transmitted to any organization except project owner or project owner's representative.



1 PARTIAL ELEVATION
S1-1 NO SCALE



2 LIFTING DETAIL
S1-1 NO SCALE

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McCANN CONCRETE PRODUCTS
8709 ROUTE 159
DORSEY, ILLINOIS 62021
PHONE: (618) 377-3888



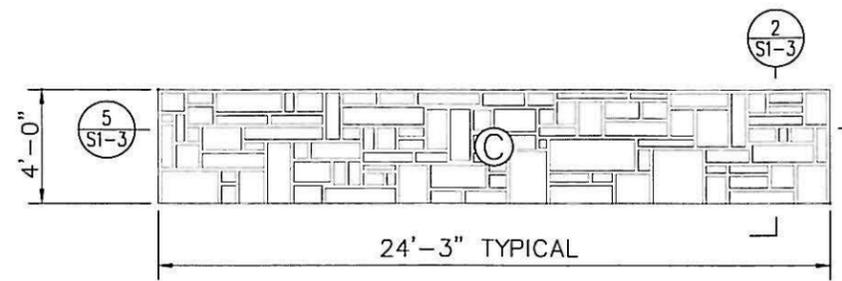
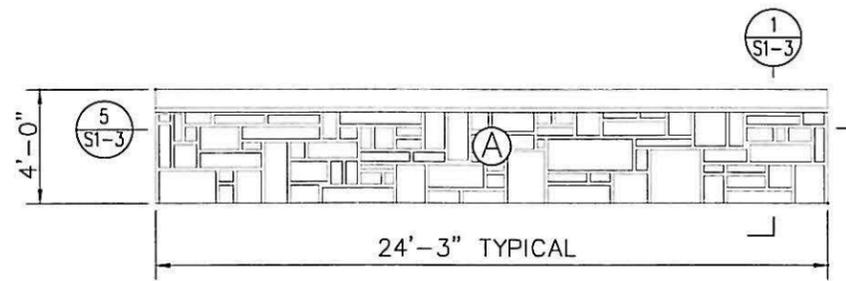
TM
StoneSilence II SOUNDWALL

DATE:

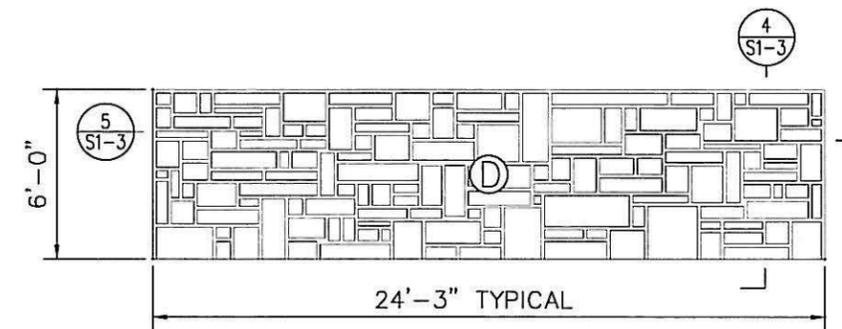
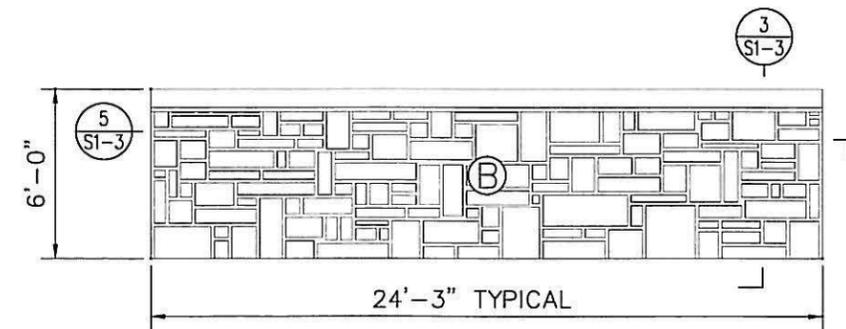
JOB NO.

SHEET NO.

S1-1



4'-0" HIGH WALL PANELS



6'-0" HIGH WALL PANELS

1 PANEL ELEVATIONS
SI-2 NO SCALE

LEGEND	
	DETAIL NUMBER SHEET NUMBER WHERE DETAIL IS LOCATED.
	PANEL TAG: SEE SOUNDWALL ELEVATION FOR LOCATION AND SHEET G1-3 FOR QUANTITY OF EACH PANEL TYPE.

NOTE:
PANELS WHICH OCCUR AT THE BOTTOM OF THE WALL ARE TAPERED TO MATCH THE EXISTING GROUND LINE. SEE TABLE SHEETS G1-3 FOR LOCATION AND DIMENSIONS.

McCANN CONCRETE PRODUCTS
8709 ROUTE 159
DORSEY, ILLINOIS 62021
PHONE: (618) 377-3888



StoneSilence II SOUNDWALL™

DATE:

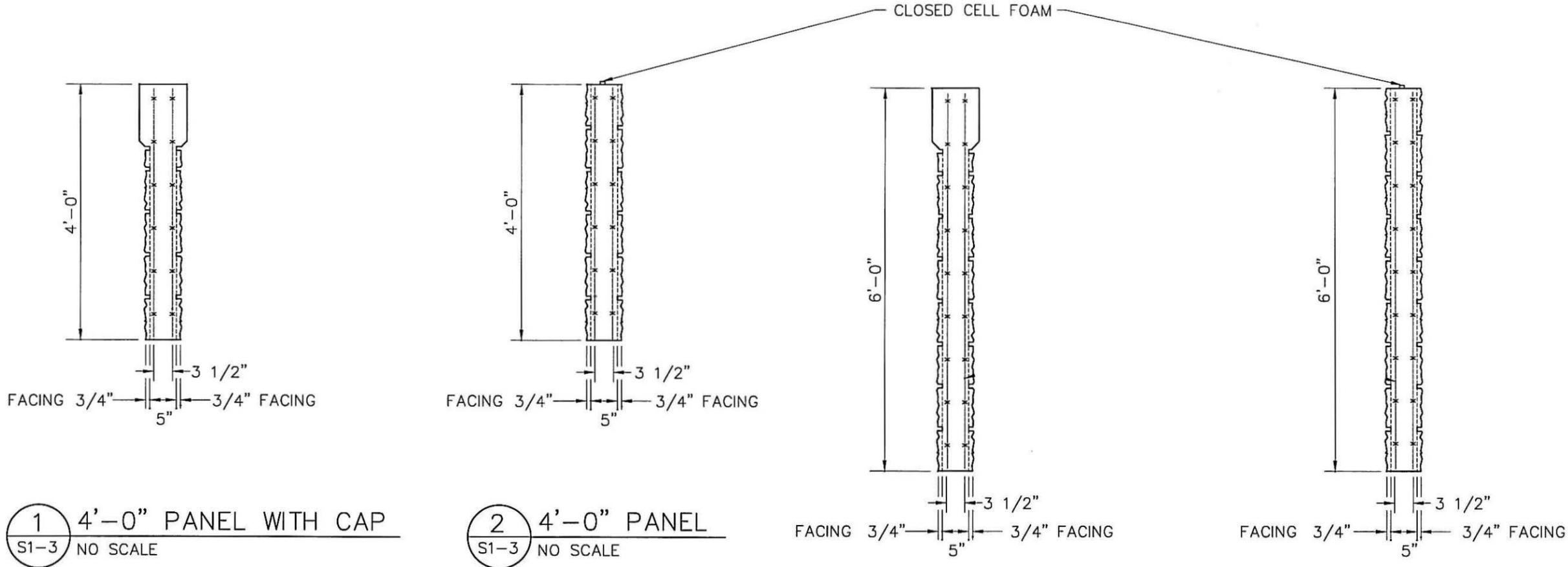
JOB NO.

SHEET NO.
S1-2
ASHLAR

This drawing contains information proprietary to McCann Concrete Products, and is being furnished for the use of the installation contractor only in connection with this project, and the information contained herein may not be transmitted to any organization except project owner or project owner's representative.



StoneSilence II SOUNDWALL™

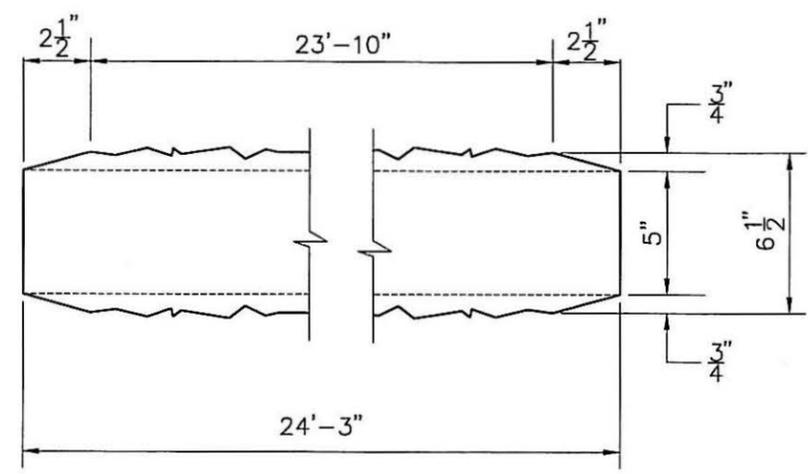


1 4'-0" PANEL WITH CAP
 S1-3 NO SCALE

2 4'-0" PANEL
 S1-3 NO SCALE

3 6'-0" PANEL WITH CAP
 S1-3 NO SCALE

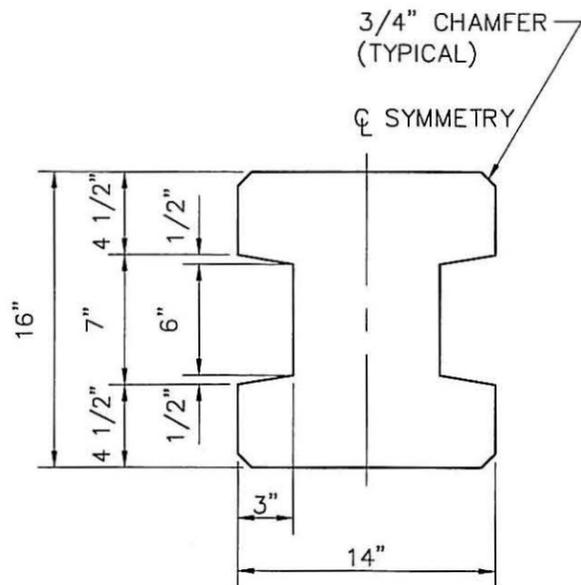
4 6'-0" PANEL
 S1-3 NO SCALE



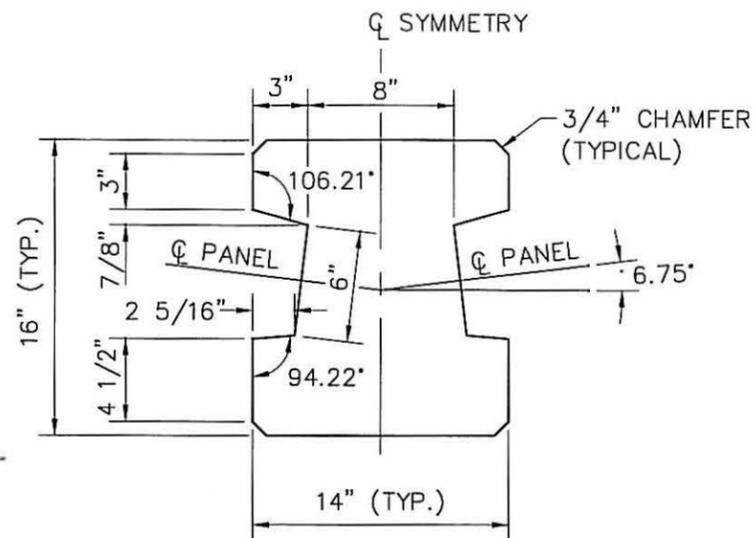
5 TYPICAL PANEL SECTION
 S1-3 NO SCALE

- NOTES:
- PANELS WHICH OCCUR AT THE BOTTOM OF THE WALL ARE TAPERED TO MATCH THE EXISTING GROUND LINE. SEE TABLE ON SHEET G1-3 FOR LOCATION AND DIMENSIONS.
 - PANEL REINFORCING PER DESIGN LOAD REQUIREMENTS.

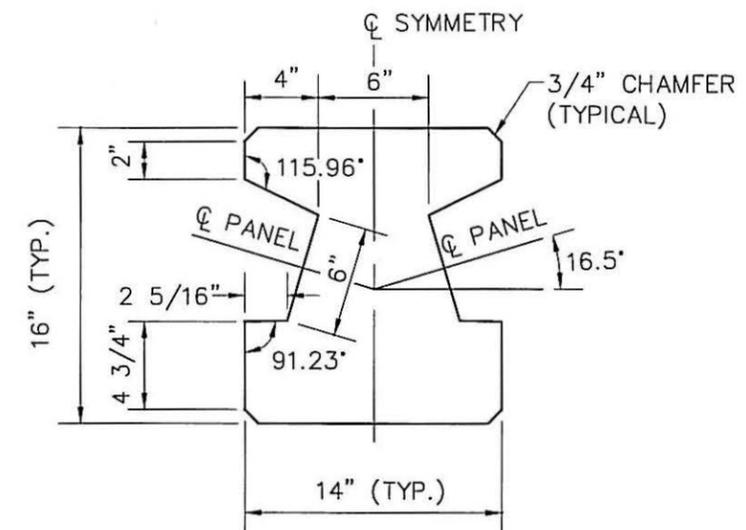
This drawing contains information proprietary to McCann Concrete Products, and is being furnished for the use of the installation contractor only in connection with this project, and the information contained herein may not be transmitted to any organization except project owner or project owner's representative.



1 TYPICAL 0° OFFSET POST DETAIL
S2-1 NO SCALE

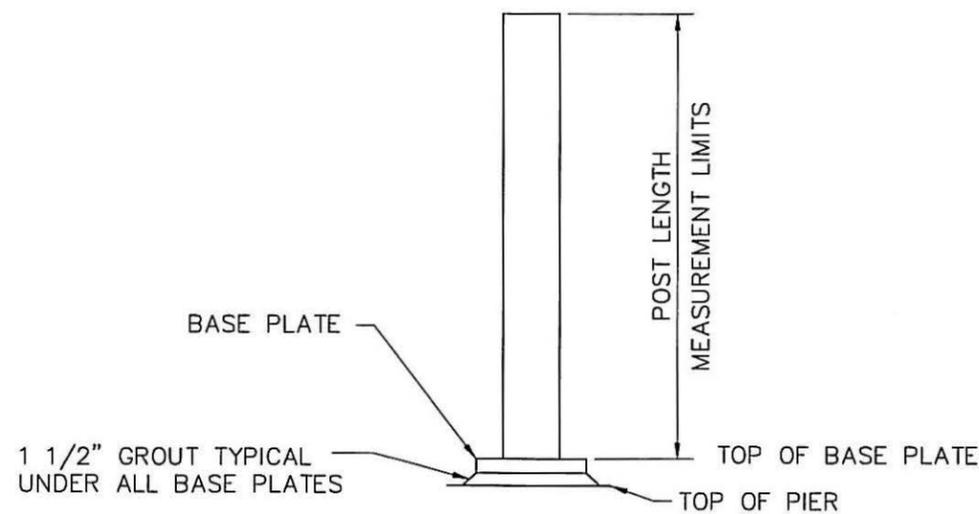


2 TYPICAL 13.5° OFFSET POST DETAIL
S2-1 NO SCALE



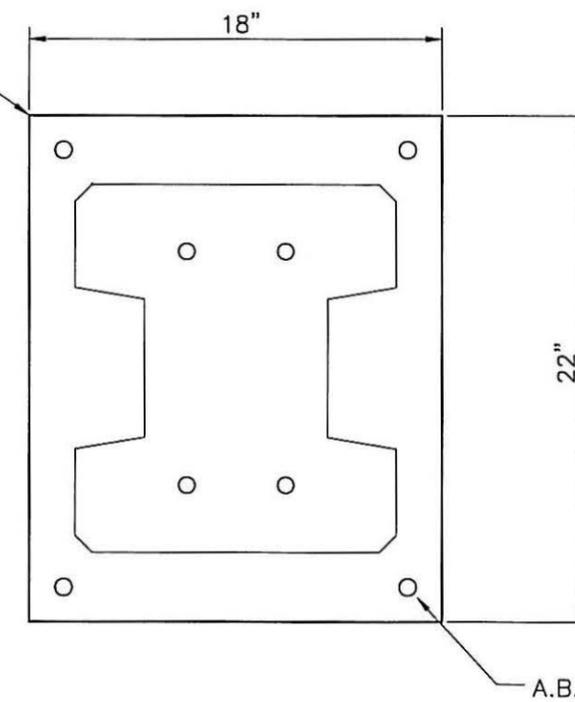
3 TYPICAL 33° OFFSET POST DETAIL
S2-1 NO SCALE

NOTE:
REINFORCING PER MANUFACTURER
FOR SPECIFIED LOADING. (TYP.)



4 POST LENGTH DETAIL
S2-1 NO SCALE

GALVANIZED STEEL PLATE
THICKNESS AS REQUIRED
BASED ON STRUCTURAL
DESIGN.



5 BASE PLATE DETAIL
S2-1 NO SCALE

This drawing contains information proprietary to McCann Concrete Products, and is being furnished for the use of the installation contractor only in connection with this project, and the information contained herein may not be transmitted to any organization except project owner or project owner's representative.

McCANN CONCRETE PRODUCTS
8709 ROUTE 159
DORSEY, ILLINOIS 62021
PHONE: (618) 377-3888

StoneSilence II SOUNDWALL™

DATE:
JOB NO.
SHEET NO.
S2-1

Lt. Colonel James Spargur

From: Wade Myers <wmyers@wsystems.com>
Sent: Thursday, April 28, 2016 2:22 PM
To: James Spargur (spargurj@bellevillepolice.org)
Subject: NICE Upgrade proposal
Attachments: Belleville PD 10 year agreement.pdf; Belleville PD Nice Upg 4-28-16 update.pdf

Lieutenant Colonel Spargur,

I have attached a quote for the 10 Year agreement to upgrade your current NICE Call Focus III recording platform. This would include:

- NICE Inform NG911 recording platform
- 2 hardware refreshes: Server replacement at year 4 and year 8
- 5 Inform Software Version upgrades year 2,4,6,8,10. This would actually give us 10 version upgrades as we will span 2 calendar years with this so we would get the next calendar year version upgrade as well.
- 10 year full service warranty

This would be payable annually for 10 years. The first payment would be \$13,500 and payments year 2 through 10 would be \$10,898.56.

The NICE Recording quote attached will provide the following:

- Record 21 Channels, 11 Analog and 10 VoIP
- 1 concurrent license for search, replay and redaction of calls
- 5 licenses of instant call replay for positions
- Integrate with existing NICE Call Focus III to retrieve archived calls. This will be seamless to the user as the GUI will search both recording platforms and return results.

Since your current Service Agreement is set to expire, Word Systems Inc. will continue to maintain and provide support for the legacy NICE Call Focus III for 60 days from the date we receive a PO or signed order for the new NICE Inform system. This will give ample time for implementation of the Inform recording platform at your new facility.

Please let me know if you have any questions.

Wade Myers

WORD SYSTEMS, INC. (est. 1977)

Territory Account Manager

Email: wmyers@wsystems.com

O: 317-544-0499 x1123

O: 800-425-7637

C: 317-517-8968

[Click here for our Customer Survey!](#)

Click below to follow me on LinkedIn and Twitter!



Standard Support Agreement

Word Systems, Inc.

9225 Harrison Park Court, Indianapolis, IN. 46216 - Phone - 317-544-0499
8-AM to 5-PM, Monday –Friday - (includes 24 hour, Emergency Coverage)

This is a support agreement between Word Systems, Inc. (hereafter referred to as **WSI**) and
Customer Name: Belleville Police Department

(Hereafter referred to as the **purchaser**).

This agreement is for the purpose of defining the terms and conditions under which Hardware and/or
Software

Support will be provided to purchaser. This Agreement super-cedes any other agreement, verbal, written and/or implied.

I-A. TERMS of Agreement

WSI agrees to support, maintain and repair purchaser's equipment listed below, for the full term of this agreement, on a best efforts basis, for the charges shown below. This agreement becomes effective on it's start date, shown below, and shall continue for it's full term, also shown below. No refunds shall be given for Standard Support Agreements cancelled during the contract period.. Each yearly maintenance rate may be calculated considering factors that include, but are not limited to, inflation, fuel costs, availability of parts, software, history of support calls and parts used during previous year. Standard Support Agreements shall be invoiced (1) year in advance at the charge shown on page 1, on the date shown, which is subject to the terms of Section III-E and Section V. herein. At the end of this agreement it may be renewed provided both parties agree to such renewal.

Terms of Agreement

**6-1-2016 through 5-31-2021 Date range
may change depending on install.**

**Amount 10 payments due annually on June 1st. 1st payment due
\$13,500 Years 2 thru 10 due \$10,898.56**

Equipment Covered under this WSI Standard Support Agreement

This Standard Support Agreement will cover Service, Support, Parts and Labor for items listed below.

	Equipment Make & Model Number	Serial Number/Software License #
01	Nice Recording System-Software & Maintenance Agreement	SN
02	Includes 2 server hardware refreshes (Year 4 and Year 8)	SN
03	Includes refresh of 5 version upgrades of Inform Software (Year 2,4,6,8,10)	SN
04		SN
05		SN
06		SN
07		SN
08		SN
09		SN
10		SN

* see attachment A for additional entries

II. SERVICE. WSI will provide to Purchaser best efforts maintenance and repair service

- Support on software and hardware listed in on first page and in addendum if needed.
- Twenty-four hour phone and/or modem support.
- Repairs will be performed and replacement parts will be furnished at no charge on a best efforts basis. The returned defective and/or worn parts replaced become property of WSI. WSI reserves the right to replace or exchange any defective piece of equipment or accessory with another if it is determined there is a need to do so, regardless of age or serial number. WSI personnel will perform the installation or repair of any WSI system on a best efforts basis.
- Installation of hardware, field engineering, change orders or enhancements to basic hardware and software that is required by the manufacturer to correct a problem. It must be determined to be essential and be needed to keep the equipment running. This does not include extra features and enhancements that are sold to increase performance

- E. Account representative will assist purchaser in training of any new personnel when necessary for as new employees are added. All training by WSI will be done at Purchaser's site or a WSI office between 8 am and 5 pm, Monday through Friday.

III. CHARGES. Additional Charges, if any, will be assessed per this agreement as shown below:

- A. Purchaser agrees to pay for any consumable items provided by WSI. Purchaser agrees to pay for parts that normally wear out if older than 5 years. Purchaser agrees to pay for the repair of items damaged or dropped by purchaser.
- B. WSI will charge for time and materials for performing any services connected with relocation of equipment and expansions of equipment. WSI will charge time and materials rates for all repairs and software support needed to repair computer virus contamination of our WSI Computer System. The client agrees not to load any software on our WSI computer without written permission from the WSI Service Manager. WSI is not responsible for telephone lines, induced noise by radio stations and other equipment, cabling and connections other than those items WSI supplies to the purchaser to install WSI equipment.
- C. WSI will charge for any installation of equipment upgrades and expansions, software enhancements, software and related modifications or additional attachments and accessories that the customer requests but would not normally be essential to keeping the equipment operational.
- D. WSI reserves the right to amend this agreement with a 30-day notice of intent to do so. Should the purchaser not accept the changes or modifications, the purchaser has the right to cancel said agreement at the end of the term.
- E. WSI will charge for any parts that must be replaced due to cause other than normal wear and tear or damages caused by accident, abuse, or for work done due to inadequate training or operator errors.
- F. New additional hardware or software purchases will result in adjustment of annual support charges. Purchaser will be invoiced for annual support premiums related to such additions. The invoice will be pro-rated to consider any warranty and to coincide with the anniversary of this agreement
- G. Service charges for hardware or software or training not covered by this agreement will be at the current prevailing Word Systems, Inc. rates. These Rates can be increased or decreased, without advance notice. Rates set forth in this agreement are based on National rates at this date, new rates will be published each year and are subject to revision upward or downward in conformity with the National Schedule published by the Business Technology Association.

IV. EXCLUSIONS. WSI will **not** provide:

- A. Electrical work or cables, plumbing, drilling or carpentry work external to WSI equipment.
- B. Maintenance of accessories, attachments or other devices not furnished by WSI.
- C. Free loaner equipment. WSI recommends the client buy spare terminals and accessories to replace broken units until WSI can make repairs (if the application is so critical that repairs can't wait).
- D. Free repairs for damages done, to our system, by external computer Virus Contamination.
- E. Free repair for lightning and high voltage power surge damage to our equipment while at the Client's site.
- F. Operator training by a WSI support technician. See WSI account representative for all training needs.

V. WSI RESERVES: the right to modify or delete any term of this agreement by giving a 30-day prior notice to purchaser. Notwithstanding Section I, in the event that WSI modifies or deletes any term of this Agreement, purchaser may terminate this agreement effective as of the anniversary date on which such modification or deletion was to become effective by giving WSI written notice of its intent to terminate 90 days prior to anniversary date.

VI. LIABILITY. WSI shall not be liable or held responsible for consequential loss from stoppage, breakdown, virus contamination, theft, loss of data, lack of available parts from the manufacturer, loss caused by power failures, loss caused by lack of purchaser hardware or software backups, work done due to lack of proper training of purchasers personnel or failure of the equipment or software itself. Client is expected to backup all data, voice and video files and to protect the computer from incoming virus damage. Service calls that are caused by lack of training or damage done to WSI equipment by incompetent personnel shall be invoiced at the currently published time and materials rates. The Client is expected to keep personnel well trained. Training programs are available from WSI for an additional charge.

VII. CUSTOMER RESPONSIBILITY. During the support agreement period, it shall be the responsibility of the purchaser to have equipment protected by WSI approved uninterruptible Power Supply (UPS) and to use WSI approved storage media and perform preventative maintenance as described in the Operators Manual, It is the responsibility of the purchaser to have trained personnel operating the equipment. Additional training is available from WSI for an additional charge as new people are hired to run the equipment. The Purchaser shall make the equipment available to the service department representative as soon as a representative arrives on-site and agrees to allow the WSI service representative access to the equipment, immediately upon arrival. Any delays will be charged for at our regularly published service rates. Access will be given to him/her for as long as it takes to repair and adequately test the equipment. I (We) accept the terms and conditions of this agreement without exceptions.

VIII. TRAINING. Training provided with the purchase of a system consists of on-site training upon completion of installation. Normal training is 1 hour or specified clearly in the Purchase Agreement if other than 1 hour. Detailed training shall encompass an overview of all functions and features necessary to operate equipment. It is the responsibility of the purchaser to have trained personnel operating the equipment. It is the responsibility of the purchaser to have basic PC knowledge prior to system training on new equipment. Upon completion of initial training shall purchaser require additional training of staff, WSI will invoice customer at standard WSI training rates.

ACCEPTANCE:

Purchaser Signature: _____

Printed Name: _____

Date: _____

WSI Signature: _____

Printed Name: Wade Myers

Date: 4/11/2016

Attachment A

Additional Equipment Covered under this agreement; This Standard Support Agreement will cover Service, Support, Parts and Labor for items listed below.

Please fill in the appropriate Equipment/Software model # and serial numbers and/or Licensing Numbers.

	Equipment Make & Model Number		Serial Number/Software License #
11	_____	SN	_____
12	_____	SN	_____
13	_____	SN	_____
14	_____	SN	_____
15	_____	SN	_____
16	_____	SN	_____
17	_____	SN	_____
18	_____	SN	_____
19	_____	SN	_____
20	_____	SN	_____
21	_____	SN	_____
22	_____	SN	_____
23	_____	SN	_____
24	_____	SN	_____
25	_____	SN	_____
26	_____	SN	_____
27	_____	SN	_____
28	_____	SN	_____
29	_____	SN	_____
30	_____	SN	_____
31	_____	SN	_____
32	_____	SN	_____
33	_____	SN	_____
34	_____	SN	_____
35	_____	SN	_____
36	_____	SN	_____
37	_____	SN	_____
38	_____	SN	_____
39	_____	SN	_____
40	_____	SN	_____

FACILITY USE AGREEMENT

This Facility Use Agreement (“Agreement”) is entered into by and between the City of Belleville, Illinois (“City”) and Lindenwood University - Belleville (“University”).

RECITALS

WHEREAS, the City is an Illinois municipal corporation governed by a City Council with subsidiary committees that hold regular monthly meetings and special meetings, as necessary, at its City Hall;

WHEREAS, the University is a private institution of higher learning that owns and operates a campus located at 2600 West Main Street, Belleville, Illinois (“Campus”);

WHEREAS, the City needs to relocate its meetings from July 1, 2016 to January 31, 2017 during remediation/renovation of City Hall, and the University is willing to provide meeting space that is “convenient and open to the public” within the meaning of Section 2.01 of the Illinois Open Meetings Act (5 ILCS 120/2.01);

WHEREAS, the City and the University desire to memorialize an agreement for the City’s non-exclusive use of meeting space at the University’s Campus.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and for other good and valuable consideration, the parties agree as follows:

1. **Use.** For the term of this Agreement, the University shall permit the City to use meeting space at the University’s Campus for regular monthly meetings of its City Council and subsidiary committees, with the location, timing and nature of such use as described in Exhibit A, attached hereto and incorporated herein; provided that the University may also permit the City to so use meeting space for special meetings of its City Council and subsidiary committees, as mutually agreed-upon by the City and the University. The meeting space provided and the City’s use hereunder shall be “convenient and open to the public” as required by Section 2.01 of the Illinois Open Meetings Act (5 ILCS 120/2.01). Accordingly, the University shall not enforce any ban(s), prohibition(s) and/or other impediment(s) to public access to City meetings on the University’s Campus as contemplated herein.

2. **Compensation.** The City shall not be required to pay any compensation to the University under this Agreement.

3. **Term.** The term of this Agreement shall be from July 1, 2016 to January 31, 2017.

4. **Indemnification and Hold Harmless.** Each party shall indemnify and hold harmless the other party from any claim or cause of action resulting from the act or omission of the indemnifying party, its agents and/or employees, concerning the use of the meeting space under this Agreement. Both parties specifically represent that this agreement for indemnity does

not waive any statutory immunity to which the City may be entitled by law, nor does it create any rights of action in any third party.

5. **Strict Compliance.** No failure by either party to insist upon the strict performance of any covenant, term or condition of this Agreement, or to exercise any right or remedy upon a breach thereof, shall constitute a waiver of any such breach or any subsequent breach of such covenant, term or condition. No waiver of any breach shall affect or alter this Agreement, but each and every covenant, term and condition of this Agreement shall continue in full force and effect.

6. **Amendments.** Neither this Agreement nor any term or provision hereof may be changed, waived, discharged or terminated, except by an instrument in writing signed by both of the parties hereto.

7. **Captions.** The captions to this Agreement are for convenience of reference only and in no way define or limit the scope or intent of this Agreement.

8. **Assignment.** This Agreement may not be assigned by either party.

9. **Controlling Law.** This Agreement shall be interpreted and construed in accordance with the laws of the State of Illinois.

10. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and any and all prior correspondence, conversations or memoranda are merged herein.

11. **Nonexclusive Agreement.** This Agreement is independent of, and in addition to, any other contracts or mutual agreements between the parties and to any other contracts or agreements to which the City, the University, or either of them is a party.

In witness whereof, the parties have executed this Agreement on this ____ day of May, 2016.

CITY OF BELLEVILLE, ILLINOIS

LINDENWOOD UNIVERSITY - BELLEVILLE

By: _____
Mark W. Eckert
Mayor

By: _____
Dr. Brett Barger
President

Attest: _____
Dallas B. Cook
Clerk

CITY OF BELLEVILLE COMMITTEES & COMMISSIONS CALENDAR

MEETINGS RELOCATED TO LINDENWOOD UNIVERSITY-BELLEVILLE, 2600 WEST MAIN STREET, BELLEVILLE, IL
PENDING 2016 CITY HALL RENOVATIONS

MEETING	DATE	LOCATION	TIME
CITY COUNCIL MEETINGS	1 ST & 3 RD MON	LINDENWOOD / ALAN J. DIXON BLDG BANQUET HALL	7 PM
<ul style="list-style-type: none">Tuesday, July 5, 2016 – 7 pmMonday, July 18, 2016 – 7 pmMonday, August 1, 2016 – 7 pmMonday, August 15, 2016 – 7 pmTuesday, September 6, 2016 – 7 pmMonday, September 19, 2016 – 7 pmMonday, October 3, 2016 – 7 pmMonday, October 17, 2016 – 7 pmMonday, November 7, 2016 – 7 pmMonday, November 21, 2016 – 7 pmMonday, December 5, 2016 – 7 pmMonday, December 19, 2016 – 7 pmTuesday, January 3, 2017 – 7 pmTuesday, January 17, 2017 – 7 pm			
MASTER SEWER COMMITTEE	1 ST MON	LINDENWOOD / ALAN J. DIXON BLDG REAR BANQUET HALL	6 PM
<ul style="list-style-type: none">Tuesday, July 5, 2016 – 6 pmMonday, August 1, 2016 – 6 pmTuesday, September 6, 2016 – 6 pmMonday, October 3, 2016 – 6 pmMonday, November 7, 2016 – 6 pmMonday, December 5, 2016 – 6 pmTuesday, January 3, 2017 – 6 pm			
STREETS & GRADES COMMITTEE	3 RD MON	LINDENWOOD / ALAN J. DIXON BLDG REAR BANQUET HALL	6 PM
<ul style="list-style-type: none">Monday, July 18, 2016 – 6 pmMonday, August 15, 2016 – 6 pmMonday, September 19, 2016 – 6 pmMonday, October 17, 2016 – 6 pmMonday, November 21, 2016 – 6 pmMonday, December 19, 2016 – 6 pmTuesday, January 17, 2017 – 6 pm			
ZONING BOARD OF APPEALS	4 TH THUR (3 RD THUR IN NOV & DEC)	LINDENWOOD / ALAN J. DIXON BLDG BANQUET HALL	7 PM
<ul style="list-style-type: none">Thursday, July 28, 2016 – 7 pmThursday, August 25, 2016 – 7 pmThursday, September 22, 2016 – 7 pmThursday, October 27, 2016 – 7 pmThursday, November 17, 2016 – 7 pmThursday, December 15, 2016 – 7 pmThursday, January 26, 2017 – 7 pm			

PUBLIC NOTICE OF ANY SPECIAL MEETING, OR ANY RESCHEDULED REGULAR MEETING, OR OF ANY RECONVENED MEETING, SHALL BE GIVEN 48 HOURS BEFORE SUCH MEETING. IF A CHANGE IS MADE IN REGULAR MEETING DATES, AT LEAST 10 DAYS NOTICE OF SUCH CHANGE SHALL BE GIVEN BY PUBLICATION IN A NEWSPAPER OF GENERAL CIRCULATION IN THE AREA WHERE THE PUBLIC BODY MEETS.



April 21, 2016

Dallas Cook, City Clerk
101 South Illinois Street
Belleville, IL 62220

Dear Mr. Cook:

This letter is to request a street closure, police assistance and barricades for BEACON's 4th Annual **5K Run/Walk** on Saturday, July 23, 2016. The race will begin promptly at 8:00 a.m.

The street closure needed is on South 17th Street. The closure will last no more than 45 minutes from the start of the race. The runners will start at Belleville West High School and cross Frank Scott Parkway and continue down 17th Street (toward Rte. 15). They will be directed to turn around near the third entrance (closest entrance to Rte. 15) of Joseph Buick/GMC. Joseph's customers will still have the ability to enter the facility.

In addition to the closure, we are in need of police assistance at the intersection of Frank Scott Parkway and S. 17th Street. Also, barricades and/or cones will be needed at the intersection and the turn-around point. Four barricades and 20 cones should be sufficient.

Thank you for all your help. Please contact Desiree St. Clair at 618-917-6761 or at if you have any questions concerning this request.

Sincerely,

A handwritten signature in cursive script that reads "Carol Haffner Meyer".

Carol Haffner Meyer
Office Manager

cc: Desiree St. Clair

RESOLUTION NO. 3264

WHEREAS, the City of Belleville Art on the Square is sponsoring an event called Art on the Square in the City of Belleville which event constitutes a public purpose;

WHEREAS, this event will require the temporary closure of Route 159, a State Highway in the City of Belleville from "A" Street to Washington Street;

WHEREAS, Section 4-400 of the Illinois Highway Code authorizes the Illinois Department of Transportation to issue permits to local authorities to temporarily close portions of State Highways for such public purposes.

NOW THEREFORE, be it resolved by the City Council of the City of Belleville that permission to close off Route 159 from "A" Street to Washington Street as above designated, be requested of the Illinois Department of Transportation.

BE IT FURTHER RESOLVED, that this closure shall occur during the approximate time period between 12:00 p.m., Thursday, May 12, 2016 and 10:00 p.m. Sunday, May 15, 2016.

BE IT FURTHER RESOLVED, that this closure is for the public purpose of holding the inaugural weekend of Art on the Square.

BE IT FURTHER RESOLVED, that traffic from this closed portion of highway shall be detoured over routes with an all weather surface that can accept the anticipated traffic, which will be maintained to the satisfaction of the Department and which is conspicuously marked for the benefit of traffic diverted from the State highway. (The parking of vehicles shall be prohibited on the detour routes to allow an uninterrupted flow of two way traffic.) *The detour route shall be as follows: DETOUR ROUTE ATTACHED HERETO AND MADE PART OF THIS RESOLUTION.

*To be used when appropriate.

BE IT FURTHER RESOLVED, that the City of Belleville assumes full responsibility for the direction, protection, and regulation of the traffic during the time the detour is in effect.

BE IT FURTHER RESOLVED, that police officers or authorized flaggers shall at the expense of the City of Belleville be positioned at each end of the closed section and at other points (such as intersections) as may be necessary to assist in directing traffic through the detour.

BE IT FURTHER RESOLVED, that police officers, flaggers, and officials shall permit emergency vehicles in emergency situations to pass through the closed area as swiftly as is safe for all concerned.

BE IT FURTHER RESOLVED, that all debris shall be removed by the City of Belleville prior to reopening the State highway.

BE IT FURTHER RESOLVED, that such signs, flags, barricades, etc., shall be used by the City of Belleville as may be approved by the Illinois Department of Transportation. These items shall be provided by the City of Belleville.

BE IT FURTHER RESOLVED, that the closure and detour shall be marked according to the Illinois Manual on Uniform Traffic Control Devices.

BE IT FURTHER RESOLVED, that an occasional break shall be made in the procession so that traffic may pass through. In any event, adequate provisions will be made for traffic on intersecting highways pursuant to conditions noted above. (Note: This paragraph is applicable when the resolution pertains to a parade or when no detour is required.)

BE IT FURTHER RESOLVED, that the City of Belleville Art on the Square hereby agrees to assume all liabilities and pay all claims for any damage which shall be occasioned by the closing described above.

BE IT FURTHER RESOLVED, that the City of Belleville Art on the Square shall provide a comprehensive general liability insurance policy or an additional insured endorsement in the amount of \$100,000 per person and \$500,000 aggregate which has the Illinois Department of Transportation and its officials, employees, and agents as insured and which protects them from all claims arising from the requested road closing.

BE IT FURTHER RESOLVED, that a copy of this resolution be forwarded to the Illinois Department of Transportation to serve as a formal request for the permission sought in this resolution and to operate as part of the conditions of said permission.

ADOPTED by the City Council of the City of Belleville this 2nd day of May, 2016.

Dallas B. Cook, City Clerk

APPROVED by the Mayor of the City of Belleville this 2nd day of May, 2016.

ATTEST:

Dallas B. Cook, City Clerk

Mark W. Eckert, Mayor

**DETOUR ROUTE FOR
ART ON THE SQUARE**

12:00 P.M. MAY 12, 2016 TO 11:00 P.M. MAY 15, 2016

SOUTH BOUND TRAFFIC

South bound traffic on Illinois Street (State Route 159), turn right on “A” Street; follow “A” Street to 3rd Street; turn left on 3rd Street; follow 3rd Street to Washington Street; turn left on Washington Street; follow Washington Street to Illinois Street; turn right on Illinois Street (State Route 159).

NORTH BOUND TRAFFIC

North bound traffic on Illinois Street (State Route 159), turn right on Washington Street; follow Washington Street to High Street; turn left on High Street; follow High Street to “A” Street; turn left on “A” Street; follow “A” Street to Illinois Street; turn right on Illinois Street (State Route 159).

TRUCK DETOUR

South bound through truck traffic shall be detoured at North Douglas Street; follow Douglas Street to Lebanon Avenue; right on Lebanon Avenue; follow Lebanon Avenue to High Street; left on High; follow High Street to South Belt East; right on South Belt East back to Illinois Route 159.

North bound through truck traffic shall detour at South Belt East and Illinois Route 159; turn right on South Belt East; follow South Belt East to High Street; left on High Street; follow High Street to Lebanon Avenue; turn right on Lebanon to Douglas; follow Douglas back to Illinois Route 159.



CERTIFICATE OF LIABILITY INSURANCE

ARTO-S1

OP ID: SJ

DATE (MM/DD/YYYY)

04/22/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER WARMA WITTER KREISLER & ASSOC 109 WEST FIRST STREET O'FALLON, IL 62269 BRADLEY J. KREISLER		CONTACT NAME: BRAD KREISLER PHONE (A/C, No, Ext): 618-632-7555 FAX (A/C, No): 618-632-5095 E-MAIL ADDRESS:	
INSURED ART ON THE SQUARE P O BOX 23561 BELLEVILLE, IL 62220		INSURER(S) AFFORDING COVERAGE INSURER A : CINCINNATI INSURANCE CO. NAIC # 10677 INSURER B : LLOYD'S OF LONDON INSURER C : INSURER D : INSURER E : INSURER F :	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

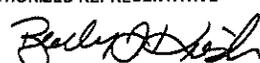
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			EPP0183326	05/18/2016	05/18/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ EXCLUDED PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	LIQUOR LIABILITY			LIQ/216798.02	04/15/2016	04/15/2017	LIMIT 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Art on the Square to be held at Belleville Public Square May 13-15, 2016. Certificate holder is named additional insured.

CERTIFICATE HOLDER**CANCELLATION**

CITY-B1 CITY OF BELLEVILLE 101 SOUTH ILLINOIS BELLEVILLE, IL 62220	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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RESOLUTION NO. 3265

WHEREAS, Art on the Square is sponsoring a Wine, Dine & Jazz Festival in the City of Belleville which event constitutes a public purpose;

WHEREAS, this event will require the temporary closure of Route 159, a State Highway in the City of Belleville at the Public Square;

WHEREAS, Section 4-400 of the Illinois Highway Code authorizes the Illinois Department of Transportation to issue permits to local authorities to temporarily close portions of State Highways for such public purposes.

NOW THEREFORE, be it resolved by the City Council of the City of Belleville that permission to close off Route 159 at the Public Square as above designated, be requested of the Illinois Department of Transportation.

BE IT FURTHER RESOLVED, that this closure shall occur during the approximate time period between 8:00 a.m. Friday, June 24th until 11:00 p.m. on Saturday, June 25, 2016.

BE IT FURTHER RESOLVED, that this closure is for the public purpose of holding the Wine, Dine & Jazz Festival.

BE IT FURTHER RESOLVED, that traffic from this closed portion of highway shall be detoured over routes with an all weather surface that can accept the anticipated traffic, which will be maintained to the satisfaction of the Department and which is conspicuously marked for the benefit of traffic diverted from the State highway. (The parking of vehicles shall be prohibited on the detour routes to allow an uninterrupted flow of two way traffic.) *The detour route shall be as follows: DETOUR ROUTE ATTACHED HERETO AND MADE PART OF THIS RESOLUTION.

BE IT FURTHER RESOLVED, that the City of Belleville assumes full responsibility for the direction, protection, and regulation of the traffic during the time the detour is in effect.

BE IT FURTHER RESOLVED, that police officers or authorized flaggers shall at the expense of the City of Belleville be positioned at each end of the closed section and at other points (such as intersections) as may be necessary to assist in directing traffic through the detour.

BE IT FURTHER RESOLVED, that police officers, flaggers, and officials shall permit emergency vehicles in emergency situations to pass through the closed area as swiftly as is safe for all concerned.

BE IT FURTHER RESOLVED, that all debris shall be removed by the City of Belleville prior to reopening the State highway.

BE IT FURTHER RESOLVED, that such signs, flags, barricades, etc., shall be used by the City of Belleville as may be approved by the Illinois Department of Transportation. These items shall be provided by the City of Belleville.

BE IT FURTHER RESOLVED, that the closure and detour shall be marked according to the Illinois Manual on Uniform Traffic Control Devices.

BE IT FURTHER RESOLVED, that an occasional break shall be made in the procession so that traffic may pass through. In any event, adequate provisions will be made for traffic on intersecting highways pursuant to conditions noted above. (Note: This paragraph is applicable when the resolution pertains to a parade or when no detour is required.)

BE IT FURTHER RESOLVED, that Art on the Square hereby agrees to assume all liabilities and pay all claims for any damage which shall be occasioned by the closing described above.

BE IT FURTHER RESOLVED, that Art on the Square shall provide a comprehensive general liability insurance policy or an additional insured endorsement in the amount of \$100,000 per person and \$500,000 aggregate which has the Illinois Department of Transportation and its officials, employees, and agents as insured and which protects them from all claims arising from the requested road closing.

BE IT FURTHER RESOLVED, that a copy of this resolution is forwarded to the Illinois Department of Transportation to serve as a formal request for the permission sought in this resolution and to operate as part of the conditions of said permission.

ADOPTED by the City Council of the City of Belleville this 2nd day of May, 2016.

Dallas B. Cook, City Clerk

APPROVED by the Mayor of the City of Belleville this 2nd day of May, 2016.

ATTEST:

Dallas B. Cook, City Clerk

Mark W. Eckert, Mayor

**2016
DETOUR ROUTE FOR
WINE, DINE & JAZZ FESTIVAL**

**8:00 AM FRIDAY, JUNE 24, 2016 UNTIL
11:00 PM SATURDAY, JUNE 25, 2016**

SOUTH BOUND TRAFFIC

South bound traffic on Illinois Street (State Route 159), turn right on “A” Street; follow “A” Street to 3rd Street; turn left on 3rd Street; follow 3rd Street to Washington Street; turn left on Washington Street; follow Washington Street to Illinois Street; turn right on Illinois Street (State Route 159).

NORTH BOUND TRAFFIC

North bound traffic on Illinois Street (State Route 159), turn right on Washington Street; follow Washington Street to High Street; turn left on High Street; follow High Street to “A” Street; turn left on “A” Street; follow “A” Street to Illinois Street; turn right on Illinois Street (State Route 159).

TRUCK DETOUR

South bound through truck traffic shall be detoured at North Douglas Street; follow Douglas Street to Lebanon Avenue; right on Lebanon Avenue; follow Lebanon Avenue to High Street; left on High; follow High Street to South Belt East; right on South Belt East back to Illinois Route 159.

North bound through truck traffic shall detour at South Belt East and Illinois Route 159; turn right on South Belt East; follow South Belt East to High Street; left on High Street; follow High Street to Lebanon Avenue; turn right on Lebanon to Douglas; follow Douglas back to Illinois Route 159.



CERTIFICATE OF LIABILITY INSURANCE

ARTO-S1

OP ID: SJ

DATE (MM/DD/YYYY)

04/22/2016

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PRODUCER WARMA WITTER KREISLER & ASSOC 109 WEST FIRST STREET O'FALLON, IL 62269 BRADLEY J. KREISLER	CONTACT NAME: BRAD KREISLER PHONE (A/C, No, Ext): 618-632-7555 E-MAIL ADDRESS:	FAX (A/C, No): 618-632-5095
	INSURER(S) AFFORDING COVERAGE	
INSURED ART ON THE SQUARE P O BOX 23561 BELLEVILLE, IL 62220	INSURER A : CINCINNATI INSURANCE CO. NAIC # 10677	
	INSURER B : LLOYD'S OF LONDON	
	INSURER C :	
	INSURER D :	
	INSURER E :	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			EPP0183326	05/18/2016	05/18/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ EXCLUDED PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED: RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	LIQUOR LIABILITY			LIQ/216798.02	04/15/2016	04/15/2017	LIMIT 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Wine, Dine and Jazz to be held at Belleville Public Square June 26-27, 2016 at intersection of Illinois Street & W Main Street. Certificate holder is named additional insured.

CERTIFICATE HOLDER**CANCELLATION**

CITY-B1 CITY OF BELLEVILLE 101 SOUTH ILLINOIS BELLEVILLE, IL 62220	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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ORDINANCE NO. _____

AN ORDINANCE APPROVING THE DISCONTINUANCE AND ABOLISHMENT OF BELLEVILLE TOWNSHIP AND THE TRANSFER OF ALL THE RIGHTS, POWERS, DUTIES, ASSETS, PROPERTY, LIABILITIES, OBLIGATIONS AND RESPONSIBILITIES OF BELLEVILLE TOWNSHIP TO THE CITY OF BELLEVILLE

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

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

WHEREAS, Article 28 of the Illinois Township Code provides a procedure for the discontinuance of a township organization in specified townships (60 ILCS 1/28 *et seq.*);

WHEREAS, Section 28-5 of the Illinois Township Code provides that Article 28 of the Illinois Township Code “shall apply only to a township that: (1) is within a coterminous, or substantially coterminous, municipality, (2) is located within St. Clair County, and (3) contains a territory of 23 square miles or more.” (60 ILCS 5/28-5);

WHEREAS, Section 28-10 of the Illinois Township Code provides for the discontinuance and abolishment of a township of a township organization within a coterminous municipality:

“(a) The township board of a township described under Section 28-5 of this Article may adopt an ordinance, with a majority of the votes of the township board, providing that, upon the approval of a coterminous, or substantially coterminous, municipality's corporate authorities, (1) that the township organization shall discontinue and be abolished; and (2) that the township shall transfer all the rights, powers, duties, assets, property, liabilities, obligations, and responsibilities of the township organization to the coterminous, or substantially coterminous, municipality. The corporate authorities of the coterminous, or substantially coterminous, municipality shall adopt an ordinance by a majority vote approving such transfer to the municipality.

(b) On the later date of either the (i) approval of an ordinance by a municipality under subsection (a) of this Section, or (ii) expiration of the township officers' terms after passing an ordinance under subsection (a) of this Section, the township is discontinued and abolished and all the rights, powers, duties, assets, property, liabilities, obligations, and responsibilities of the township shall by operation of law vest in and be assumed by the municipality, including the authority to levy property taxes for township purposes in the same manner as the dissolved township.” 60 ILCS 1/28-10.

WHEREAS, Section 28-15 of the Illinois Township Code provides for the coterminous municipality's duties and responsibilities upon the effective date of such township organization:

“Upon the effective date of discontinuance and abolishment of the township organization, the coterminous municipality shall exercise all duties and responsibilities of the township officers as provided in the Township Code, the Illinois Public Aid Code, the Property Tax Code, and the Illinois Highway Code, as applicable. The coterminous municipality may enter into an intergovernmental agreement or contract with the county or the State to administer the duties and responsibilities of the township officers for services under its jurisdiction.” 60 ILCS 1/28-15.

WHEREAS, Section 28-20 of the Illinois Township Code provides for the deposit of such township organization's records in the coterminous municipality's city clerk's office:

“The records of a township organization discontinued under this Article shall be deposited in the coterminous municipality's city clerk's office. The coterminous municipality may close up all unfinished business of the township and sell and dispose of any of the property belonging to the township for benefit of the inhabitants of the coterminous municipality.” 60 ILCS 1/28-20.

WHEREAS, on January 19, 2016, the Belleville Township adopted its *Ordinance to Discontinue and Abolish the Belleville Township*, a true and accurate copy of which is attached hereto as Exhibit A;

WHEREAS, Belleville Township is substantially coterminous with the City of Belleville, is located in St. Clair County and contains a territory of 23 square miles or more;

WHEREAS, in the best interests of the City of Belleville and pursuant to Article 28 of the Illinois Township Code (60 ILCS 1/28 *et seq.*), this City Council desires to:

- approve the discontinuance and abolishment of the Township of Belleville and the transfer of all rights, powers, duties, assets, property, liabilities, obligations of the Township of Belleville, effective upon the expiration of the current term of the officers of the Township of Belleville, pursuant to Section 28-10 of the Illinois Township Code (60 ILCS 1/28-10);
- authorize the Mayor, with the advice and consent of the City Council, to appoint a committee to convene, discuss and make recommendations concerning the City's implementation of an ordinance setting forth the manner in which the City shall exercise all duties and responsibilities of the township officers pursuant to Section 28-15 of the Illinois Township Code (60 ILCS 1/28-15);
- direct the deposit the records of the Township of Belleville in the City Clerk's, effective upon the expiration of the current term of the officers of the Township of Belleville, pursuant to Section 28-20 of the Illinois Township Code (60 ILCS 1/28-10).

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

Section 1. This City Council hereby approves the discontinuance and abolishment of the Belleville Township and the transfer of all rights, powers, duties, assets, property, liabilities, obligations of Belleville Township, effective upon the expiration of the current term of the officers of Belleville Township on May 15, 2017, pursuant to Section 28-10 of the Illinois Township Code (60 ILCS 1/28-10).

Section 2. This City Council hereby authorizes the Mayor, with the advice and consent of the City Council, to appoint a committee to convene, discuss and make recommendations concerning the City's future implementation of an ordinance setting forth the manner in which the City shall exercise all duties and responsibilities of the township officers pursuant to Section 28-15 of the Illinois Township Code (60 ILCS 1/28-15).

Section 3. This City Council hereby directs the deposit the records of Belleville Township in the City Clerk's, effective upon the expiration of the current term of the officers of Belleville Township on May 15, 2017, pursuant to Section 28-20 of the Illinois Township Code (60 ILCS 1/28-20).

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

PASSED by the City Council of the City of Belleville, Illinois, on this 2nd day of May, 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	_____	_____
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 3rd day of May, 2016.

MAYOR

ATTEST:

CITY CLERK

DRAFT

ORDINANCE NO.7950-2016

**AN ORDINANCE AMENDING CHAPTER 52 (TRAFFIC) OF THE
REVISED ORDINANCES OF THE CITY OF BELLEVILLE, ILLINOIS
AS AMENDED, BY AMENDING PORTIONS OF SECTIONS THEREOF**

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

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

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

Section 1. That **Section 52.201** is further amended by adding the following under Schedule "B" thereunder:

THROUGH STREET AND STOP INTERSECTION

SPECIAL SITUATIONS

No through truck traffic shall be allowed on Commons Parkway at North Green Mount.

No through truck traffic shall be allowed on Green Mount Commons Drive at the rear of the retail shopping center.

No left turn shall be allowed on Green Mount Commons at the rear of the retail shopping center.

Section 2. That conflicting Ordinances or pertinent portions thereof in force the time this takes effect are hereby repealed.

Section 3. Any person violating this Ordinance shall be subject to the penalties of Chapter 52, Article IX (Penalty).

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

PASSED by the City Council of the City of Belleville, Illinois, on this 2nd day of May, 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 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 3rd day of May, 2016.

MAYOR

ATTEST:

CITY CLERK

SYS DATE:04/26/16

CITY OF BELLEVILLE
C L A I M S H E E T
Monday May 02,2016

SYS TIME:14:38

DATE: 05/02/16

[NCS]

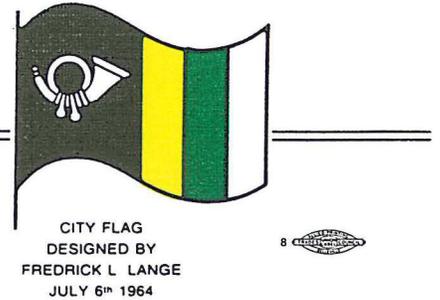
PAGE 11

VENDOR #	NAME	DEPT.	AMOUNT
=====			
13	MOTOR FUEL TAX FUND		
666	MACLAIR ASPHALT COMPANY	13-00	1,462.95
	**TOTAL		----- 1,462.95
13	MOTOR FUEL TAX FUND	GRAND TOTAL	1,462.95

CITY OF BELLEVILLE, ILLINOIS

MARK W. ECKERT, MAYOR

101 South Illinois Street
Belleville, IL 62220-2105
Office: (618) 233-6810
Fax: (618) 233-6779



MEMORANDUM

TO: Aldermen, City of Belleville
City Clerk Dallas Cook
City Treasurer Dean Hardt

FROM: Mayor Mark W. Eckert *MWE*

DATE: Thursday, April 28, 2016

SUBJECT: Proposed list of suggestions for the Belleville Township transition to City of Belleville Task Force

I am requesting the City Council approve the proposed list of suggestions for the Belleville Township transition to City of Belleville Task Force.

The proposed list of suggestions are as follows:

- **Pastor Corey Hartz**, Pastor at Trinity United Church of Christ
- **Gerry Hasenstab**, Executive Director of Catholic Urban Programs
- **Dr. Jeff Dosier**, Superintendent of BTHS District 201
- **Barb Hohlt**, Executive Director of St. Clair County Health Department
- **Tracy McCollum**, Immediate Past President of Belleville Chamber and Business Owner
- **Bill Kreeb**, President/CEO of Lessie Bates Davis Neighborhood House
- **Cheryl Brunsmann**, Executive Director of Programs and Services for Older Persons
- **Deacon Doug Boyer**, Diocese of Belleville
- **Nichelle Moore**, Attorney for Catholic Urban Program Neighborhood Law Office

Staff Support - **Dennis Korte**, Belleville Township Supervisor
Jim Schneider, Director of Human Resources and Community Development
Dallas Cook, City/Township Clerk

Thank you.