



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

**CITY COUNCIL AGENDA  
CITY OF BELLEVILLE, IL  
MAY 16, 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**

**5-A. R.O.W Vacation at Union Avenue and Huff Avenue**

Consider approval of R.O.W Vacation request at Union Avenue and Huff Avenue.

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

**7. PRESENTATIONS, RECOGNITIONS & APPOINTMENTS**

7-A. Presentation by Economic Development Resources on Eligibility Study for the 6401 West Main St. Marketplace Business District.

7-B. Mayor Eckert moves to re-appoint Mary Karban, Carol Keeley and Victoria Weygandt for a 3 year term to the Library Board.

**8. APPROVAL OF MINUTES**

8-A. Council Meeting – May 2, 2016.

**9. CLAIMS, PAYROLL AND DISBURSEMENTS**

9-A. Motion to approve claims and disbursements in the amount of **\$2,969,134.74** and payroll in the amount of **\$867,176.20**.

**10. REPORTS**

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

11-A. MOTIONS FROM **ZONING BOARD OF APPEALS AND ORDINANCES:**

11 (A-1). **14-Apr16 – Todd Kennedy** – A request for a Special Use permit to utilize a vacant lot adjacent to **4204 Main Street Brewing Company** for outdoor restaurant/dining establishment uses at 4200 West Main St. (Parcel: 08-18.0-215-033) located in a “C-2” Heavy Commercial District. (Applicable Section of the zoning code: 60-6-50.) Ward 8  
**The Zoning Board recommends approval (6-0) for the Special Use permit with the following stipulation: (1.) All outside music must end by 10:00 p.m.**

11 (A-2). **16-Apr16 – Jeff Hammel** – A request for a Sign Installation for Area of Special Control in order to place a 13.5” x 36” brushed aluminum polymetal sign at 23 South 1<sup>st</sup> St. (Parcel: 08-21.0-443-029, ...036) located in a “C-2” Heavy Commercial District. (Applicable Section of the zoning code:53-4-1.) Ward 5

**The Zoning Board recommends approval (6-0) for the Sign Installation in the Area of Special Control.**

- 11 (A-3). **17-Apr16 – Marvin & Alvina Pruett** – A request for a Special Use permit in order to build a metal building over 150 square feet at 1002 South Charles St. (Parcel: 08-27.0-311-011, ...002) located in an “A-1” Single Family Residence District. (Applicable Section of the zoning code: 60-6-5.) Ward 6
- The Zoning Board recommends approval (6-0) for the Special Use permit.**

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

- 11 (B-1). Motion to accept the Eligibility Study for the 6401 West Main St. Marketplace Business District and place it on file making it available for public inspection.
- 11 (B-2). Motion authorizing EDR to complete the 6401 West Main St. Marketplace Business District Plan.
- 11 (B-3). Motion to approve a Development Agreement with Allan Leving for the construction of a new financial services facility located at 4529 West Main St.
- 11 (B-4). Motion to approve an amended Development Agreement with Reunion, LLC.

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

- 11 (C-1). Motion to approve the Site Plan, Landscape Plan and Architectural Elevations for Bank of America (1911 Carlyle Avenue.)

11-D. MOTIONS FROM **FINANCE COMMITTEE**:

- 11 (D-1). Motion to approve the low bid of \$13,671.89 from Takeform for interior signage for the Public Building Improvements Project.
- 11 (D-2). Motion to approve the low bid of \$20,292 from Demond Signs, Inc. for exterior signage for the Public Building Improvements Project.
- 11 (D-3). Motion to approve adding Clerk's office printer to Watts equipment rental agreement for remainder term of contract.
- 11 (D-4). Motion to approve New Fire Department Fire Safety Construction Permit Fee Schedule.
- 11 (D-5). Motion to approve offering fire dispatch services at equivalent cost charged by Cencom.
- 11 (D-6). Motion to approve closing the 2014 Construction Fund and Bank Account.
- 11 (D-7). Motion to approve using EMEX, LLC to perform reverse auctions for the City's electric and gas utility accounts.
- 11 (D-8). Motion to approve the Budget Amendment as recommended by the Finance Director.

11-E. MOTIONS FROM **ORDINANCE AND LEGAL REVIEW COMMITTEE**:

- 11 (E-1). Motion to approve an ordinance amending Chapter 3 (City Administration) of the revised Code of Ordinances of Belleville, Illinois, as amended.

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

- 11 (F-1). Motion to approve low bidder for the 2016 Infrastructure Program. (MFT/TIF FUNDS)
- 11 (F-2). Motion to approve low bidder for the 2016 Sidewalk Program. (MFT/TIF FUNDS)
- 11 (F-3). Motion to approve low bidder for the 2016 General Maintenance Culverts. (MFT FUNDS)
- 11 (F-4). Motion to approve low bidder for the 2016 General Maintenance Aggregates. (MFT FUNDS)
- 11 (F-5). Motion to approve low bidder for the 2016 General Maintenance Asphalt. (MFT FUNDS)
- 11 (F-6). Motion to approve low bidder for the 2016 General Maintenance Salt. (MFT FUNDS)
- 11 (F-7). Motion to approve Kuhlman Design Group to perform various surveying services in the amount of \$35,000.00. (TIF 3)
- 11 (F-8). Motion to approved Rooters in the amount of \$61,416.05 for the EOC Parking Lot. (TIF 3)
- 11 (F-9). Motion to approve Oates Associates in the amount of \$72,000.00 to perform Phase II Engineering Services for the Dutch Hollow Bridge (CDBG)

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

- 11 (G-1). Motion to create a 4-way stop at North 70<sup>th</sup> & West 'A' Street including a no parking here to corner at 30'.

- 11 (G-2). Motion for no parking on South 8<sup>th</sup> Street, east side, from West Main to the end of Police Station property.

11-G. MOTIONS FROM **POLICE AND FIRE COMMITTEE**:

- 11 (G-1). Motion to approve a new construction permit for the Fire Department.

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

- 11 (H-1). Motion to approve the Ribbon Cutting and Open House on Saturday, June 25, 2016, for the new City of Belleville Police Station located at 720 West Main Street: Ribbon Cutting at 10:00am and Open House from 10:00am-4:00pm.

- 11 (H-2). Motion to approve the following plans for temporary relocation of administration offices and meetings pending City Hall renovations through January 2017: Economic Development, Planning & Zoning moving to 407 E. Lincoln St. beginning Monday, June 6, 2016; City Clerk and City Treasurer moving to 512 W. Main St. beginning Monday, June 20, 2016 (with limited services remaining at City Hall on Monday, June 20, 2016) and offices open at 512 W. Main St. by Tuesday, June 21, 2016; and Mayor's Office, Finance, and Marketing & Website moving to 720 W. Main St. beginning Monday, June 27, 2016.

## 12. COMMUNICATIONS

- 12-A. Communication from the Belleville Historical Society requesting permission for two Museum Days this year: June 4 and October 1. For the June date, they are planning displays and demonstrations at the Ebeling-Maurer House at 1106 West Main Street and would like to get permission from the city to use the yard in front of that house (the old Public Square of the Town of

West Belleville) for part of those.

12-B. Communication from Robert C. Howard, Conductor, Belleville Philharmonic Orchestra and Chorale requesting Belleville Home Coming March composed for the Belleville Centennial by Frank Macke in 1915 and orchestrated by Mr. Howard for the Belleville Bicentennial in 2015 recognized as the official march for the City of Belleville.

12-C. Communication from St. Clair Bowl & Bel-Air Bowl requesting to have events on their back deck on May 21 and August 27. Both would have the same format:

“Doors” open at 6PM. They will sell liquor on the deck. They will have a band perform from 7:30PM - 10:00PM on the parking lot adjacent to the deck. They will arrange for a food truck to sell food a la carte to the guests. They will not charge an entry fee to the event.

Rest rooms available inside the banquet center. The Regency Room is our rain-out venue.

12-D. Communication from Pitchers Sports Pub, in conjunction with Hon. John Goodwin (Ret.) is requesting a street closure on West Main Street from [1st Street](#) to [2nd Street on Saturday, May 21st from 4-10pm.](#)

They will be holding a family friendly car cruise in conjunction with Judge Goodwin's organization, The Party Time Cruisers, and require the space for people to showcase their cars.

They have spoken with our neighboring retail establishments and there are no objections.

12-E. Communication from Belleville Historical Society: As per our agreement with you on the nominees for our Walk of Fame, we have made our decision on four new inductees for 2016 and would to present them to you and the City Council for final approval.

The new inductees are:

- Gustavus and Sophia Koerner
- Edward Daley
- Julius Liese

The induction ceremony will be Saturday, October 1 at 10:00 am.

### 13. PETITIONS

### 14. RESOLUTIONS

#### 14-A. **RESOLUTION 3266**

A Resolution amending the Annual Budget of the City of Belleville, Illinois for the fiscal year beginning on the 1<sup>st</sup> day of May, 2016 and ending on the 30<sup>th</sup> day of April, 2017.

### 15. ORDINANCES

#### 15-A. **ORDINANCE 7951-2016**

An Ordinance amending Chapter 3 (City Administration) of the revised Code of Ordinances of Belleville, Illinois, as amended.

#### 15-B. **ORDINANCE 7952-2016**

An Ordinance approving a Zoning Ordinance **In Re: 14-Apr16**  
**– Todd Kennedy**.

#### 15-C. **ORDINANCE 7953-2016**

An Ordinance approving a Zoning Ordinance **In Re: 16-Apr16**  
**– Jeff Hammel**.

#### 15-D. **ORDINANCE 7954-2016**

An Ordinance approving a Zoning Ordinance **In Re: 17-Apr16**  
**– Marvin & Alvina Pruett**.

### 16. UNFINISHED BUSINESS

**17. MISCELLANEOUS & NEW BUSINESS**

17-A. Motor Fuel Claims in the Amount of **\$3,767.51**.

**18. EXECUTIVE SESSION**

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

- Pending Litigation. (5 ILCS 120/2(c)(11));
- Semi-Annual Review of Executive Session Minutes. (5 ILCS 120/2(c)(21)).

18-B. Possible motion to approve settlement agreement.

18-C. Possible motion to release executive session minutes.

**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.

Belleville News-Democrat



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**St. Clair**

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Notice Popular Keyword Category:

Notice Keywords:  
**union avenue**

Notice Authentication Number:  
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**1074994050**

Notice URL:

Notice Publish Date:  
Friday, May 13, 2016

**Notice Content**

P U B L I C N O T I C E Notice of Public Hearing regarding vacating 200-205 Union Avenue has been scheduled for May 16, 2016 at 7:00 pm in the Council Chambers of City Hall at 101 South Illinois Street, Belleville, IL 62220. If you have questions, please contact Tim Gregowicz at (618) 257-7649. L-P1301793 (5/1, 5/13)

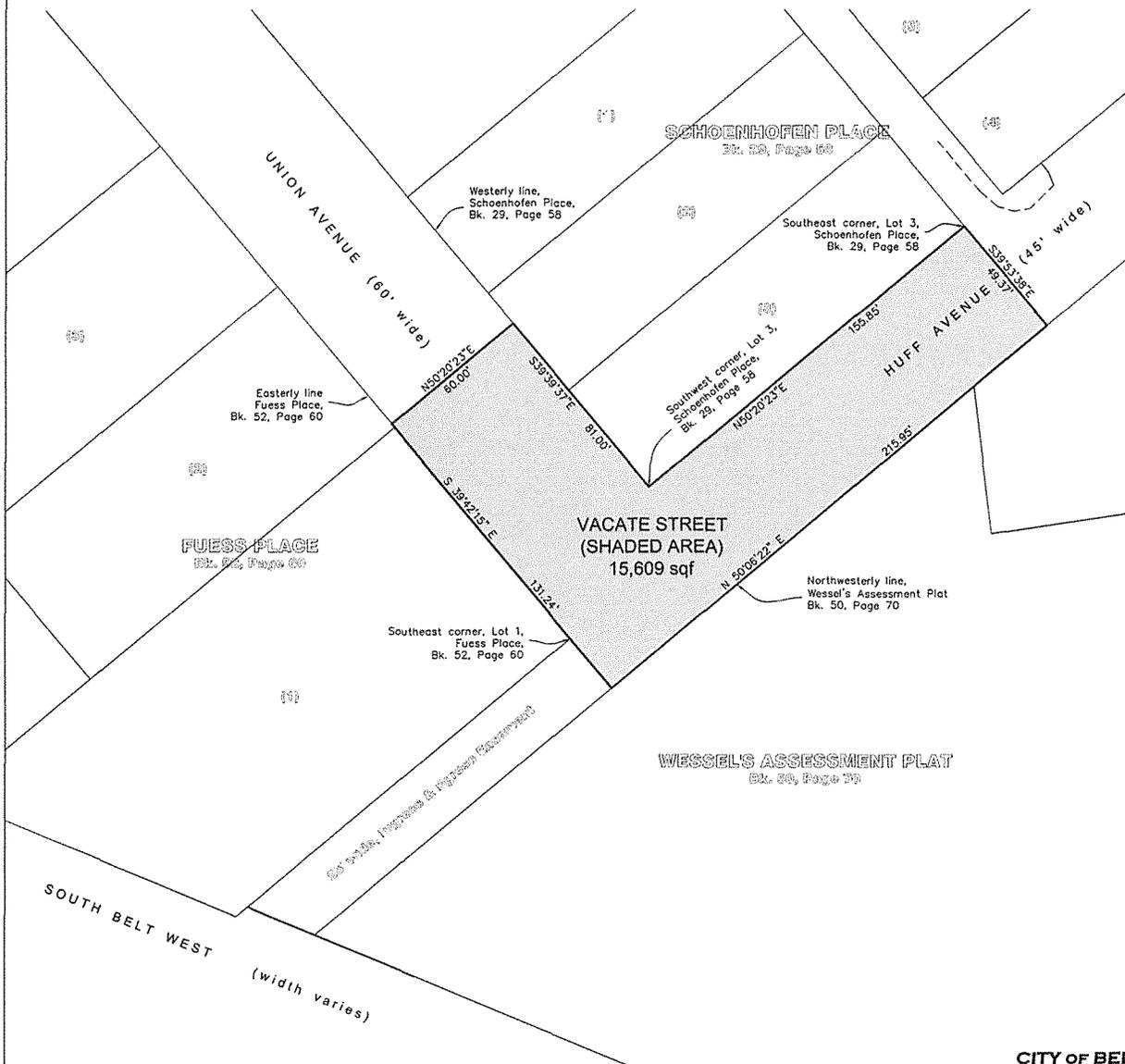
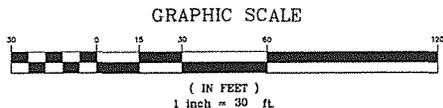
[Back](#)

**UNION AVENUE & HUFF AVENUE - VACATION PLAT**  
**PART OF LOT 4 AND PART OF THE SOUTHWEST QUARTER OF SECTION 28,**  
**TOWNSHIP 1 NORTH, RANGE 8 WEST OF THE THIRD PRINCIPAL MERIDIAN,**  
**CITY OF BELLEVILLE, ST. CLAIR COUNTY, ILLINOIS**



(ASSUMED)  
 SCALE: 1" = 30'

- = IRON MARKER FOUND
- = 1/2" IRON PIN TO BE SET
- △ = STONE FOUND



**DESCRIPTION:**

Part of Lot 4 and part of the Southwest Quarter of Section 28, Township 1 North, Range 8 West of the Third Principal Meridian, City of Belleville, St. Clair County, Illinois, described as follows:  
 Beginning at the Southeast corner of Lot 3 of Schoenhofen Place, a subdivision recorded in Book of Plats 29, Page 58 of the St. Clair County, Illinois, Recorder's Office; thence, S50°20'23"W., (bearing assumed) along the Southeasterly line of said Schoenhofen Place, 155.85 feet to the Southwest corner of said Lot 3; thence, N39°39'37"W., collinear with the Westerly line of said Schoenhofen Place, 81.00 feet; thence, S50°20'23"W., 60.00 feet to a point on the Easterly line of Fuess Place, a subdivision recorded in Book of Plats 52, Page 60 of said St. Clair County, Illinois, Recorder's Office; thence, S39°42'15"E., collinear with said Easterly line of Fuess Place, 131.24 feet to a point on the Northwesterly line of Wessel's Assessment Plat, a subdivision recorded in Book of Plats 50, Page 70 of said St. Clair County, Illinois, Recorder's Office; thence, N50°06'22"E., collinear with said Northwesterly line of Wessel's Assessment Plat, 215.95 feet; thence, N39°53'38"W., 49.37 feet to the point of beginning, containing 15,609 square feet, more or less.

**SURVEYOR'S CERTIFICATE:**

I hereby certify that, to the best of my knowledge and belief, this is a correct representation of a vacation plat made under my supervision at the request of, and for the exclusive use of the owners, or their representatives, in April, 2016.

Patrick R. Netemeyer I.P.L.S. No. 2704  
 Expiration Date: November 30, 2016

It is not warranted that this plat contains complete information regarding dedications, easements, rights of way, Federal Emergency Management Agency Flood Zones, encroachments, building locations, occupation lines, or other encumbrances. For complete information, a title opinion or commitment for title insurance and FEMA maps should be obtained, reviewed, and upon request additional information can be included on this plat. This professional service conforms to the current Illinois minimum standards for a boundary survey.

**Roadway & Easement Vacation Resolution:**

State of Illinois) Jss  
 County of St. Clair)

I, Mark W. Eckert, Mayor of the City of Belleville, do hereby certify that the Union Avenue & Huff Avenue - Vacation Plat shown hereon was duly presented to the City Council at a meeting of same held on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and, at this meeting they approved vacating the portions of Union Avenue & Huff Avenue described hereon. I further certify that the City Council at said meeting resolved and approved that all of the public roadway rights that existed in this portion of the Union Avenue & Huff Avenue right-of-way vacated hereon shall revert back to the owners in a manner shown and described hereon.

Mayor \_\_\_\_\_

City Clerk \_\_\_\_\_

**CITY OF BELLEVILLE**  
 101 SOUTH ILLINOIS STREET, BELLEVILLE, IL 62220  
 PHONE: (618) 233-6810

IL Prof. Design Firm (LS/PE/SE) 184-001027  
**NETEMEYER ENGINEERING ASSOCIATES, INC.**  
 3300 HIGHLINE ROAD PH: (618) 228-7816  
 AVISTON, IL 62216-1018 FAX: (618) 228-7900

# 6401 WEST MAIN STREET MARKETPLACE BUSINESS DISTRICT

## ELIGIBILITY STUDY

City of Belleville, Illinois

May 4, 2016



Economic Development Resources  
St. Louis, Missouri

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## SECTION I

### BASIS FOR FINDING AS A BLIGHTED AREA

#### A. Introduction

Business districts are authorized by the Illinois Municipal Code, specifically in 65 ILCS 5/11-74.3 et seq. (the “Business District Development and Redevelopment Law” or the “Law”). The Law sets forth the requirements and procedures for establishing a business district, including making a determination that there exists conditions that cause the business district to be classified as a “Blighted area” and therefore enabling a municipality to impose an additional retailers’ occupation tax, service occupation tax and hotel operators’ occupation tax. The purpose of this report is to provide a document that demonstrates that the area under consideration for designation as a business district is a “Blighted area”, as that term is defined in the Law.

The proposed 6401 West Main Street Marketplace Business District (the “District”) consists of one parcel (and abutting rights-of-way) in the City of Belleville, located on the northeast side of W. Main Street, generally between N. 66<sup>th</sup> Street and N. 64<sup>th</sup> Street. The location of this approximately six acre District is shown on **Exhibit A – Boundary Map**.

The portion of the City reviewed for this Study meets the eligibility requirements as a “Blighted area”, as found in the Law.

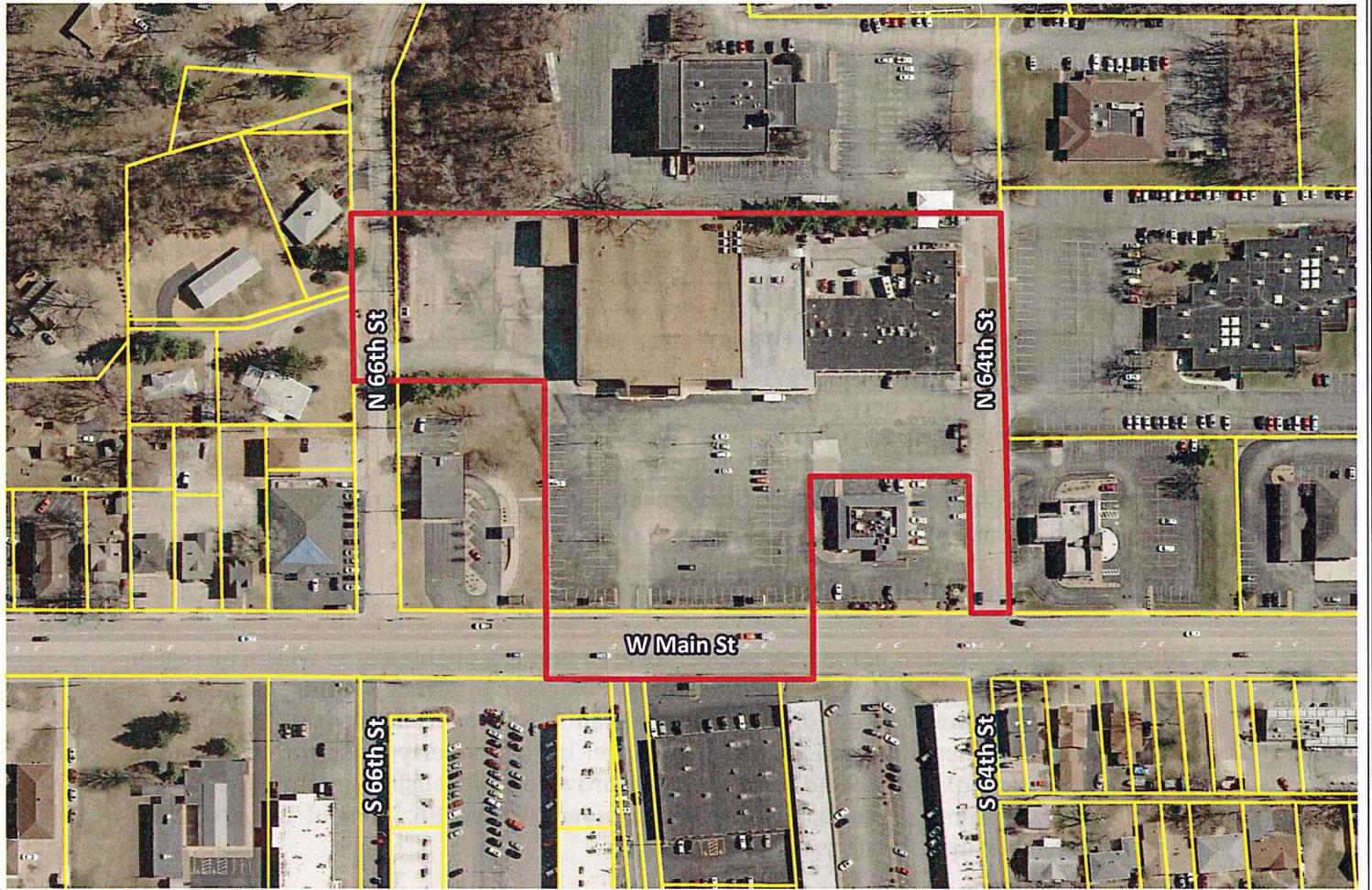
#### B. Statutory Qualifications

A “Blighted area” as defined in the Law means “an area that is a blighted area which, by reason of the predominance of defective, non-existent, or inadequate street layout, unsanitary or unsafe conditions, deterioration of site improvements, improper subdivision or obsolete platting, or the existence of conditions which endanger life or property by fire or other causes, or any combination of those factors, retards the provision of housing accommodations or constitutes an economic or social liability, an economic underutilization of the area, or a menace to the public health, safety, morals, or welfare.”

#### C. Investigation and Analysis of Blighting Conditions

In determining whether or not this portion of the City meets the eligibility requirements of the Law, various methods of research and field surveys were utilized. These included:

- Contacts with individuals knowledgeable as to: conditions and history of this portion of the City; age of buildings and site improvements; development patterns; real estate matters and related items. Existing information pertaining to public utilities in this portion of the City was also reviewed, as was information regarding the City on file with St. Clair County; and,



6401 West Main Street Marketplace Business District  
Business District Eligibility Study  
City of Belleville, Illinois

**EDRR**  
Economic Development Resources

-  District Boundary
-  Parcel



0 200 400 Feet

## EXHIBIT A Boundary Map

- On-site field examinations of conditions within the District were conducted by the staff of Economic Development Resources L.L.C. (EDR) in conjunction with the City's Building Inspector, Electrical Inspector, and members of the City's Fire Department and Economic Development, Planning and Zoning department.

#### **D. The Area Proposed for the Business District**

The area proposed for designation as a "Business District" is approximately six acres in size, located on the northeast side of W. Main Street, generally between N. 66<sup>th</sup> Street and N. 64<sup>th</sup> Street. The area contains one parcel (and abutting rights-of-way) and is shown on **Exhibit A – Boundary Map**. This area has been found to meet the eligibility requirements as a "Blighted area".

#### **E. Review of Qualifications of the Proposed Business District**

##### **1. Defective, non-existent or inadequate street layout**

The District contains three streets: W. Main Street N. 64<sup>th</sup> Street, and N. 66<sup>th</sup> Street.

N. 64<sup>th</sup> Street is not a public right-of-way; this active roadway is part of the privately-owned parcel in the District. The first 245 feet of this roadway (northeast from W. Main Street) is used for open, unrestricted, and undesignated two-way traffic for the property in the District, as well as the three abutting properties; the remaining 160 feet is split by a landscaped median, creating two separate drives, each intended for one-way traffic. The easternmost drive (intended for northbound traffic) is split between two abutting parcels (of which the western parcel is located in the District). This layout is defective as vehicles accessing the rear of the buildings in the District are forced to travel through abutting private parcels to the east.

There are no sidewalks on N. 64<sup>th</sup> Street or N. 66<sup>th</sup> Street, forcing pedestrians to walk in the active driving lane or in the abutting grass lawns. Further, there are no pedestrian signals, crosswalk lanes or other pedestrian safety system present on N. 64<sup>th</sup> Street at W. Main Street, forcing pedestrians to cross N. 64<sup>th</sup> Street (utilized by commercial delivery trucks) without the benefit of such safety measures, demonstrating inadequate street layout within the District. In addition, there are no pedestrian signals, crosswalk lanes or other pedestrian safety systems present along W. Main Street, a major arterial in the City (Annual Average Daily Traffic (2013) of 15,800 and utilized by commercial delivery trucks) or N. 66<sup>th</sup> Street intersecting the entrance drives to the District, further demonstrating this condition.

N. 64<sup>th</sup> Street and N. 66<sup>th</sup> Street are impacted by defective layout in that these streets lack a curb and gutter system. Therefore, all storm water within these portions of the District drains off the streets' pavement and onto abutting properties. Further, neither N. 64<sup>th</sup> Street nor N. 66<sup>th</sup> Street contain any traffic striping, demonstrating a defective and inadequate layout for two-way traffic.

## **2. Unsanitary or unsafe conditions**

Field research by EDR has identified unsanitary or unsafe conditions throughout the District. Such conditions include, but are not limited to, those enumerated below:

- The lack of sidewalks on N. 64<sup>th</sup> Street and N. 66<sup>th</sup> Street, and lack of pedestrian signal, crosswalk lane or other pedestrian safety systems at intersections and access drives in the District, force pedestrians to cross active driving lanes without the benefit of such pedestrian safety measures;
- The water supply to the building has no separation between domestic use and fire suppression use;
- Lack of adequate fire alarm and fire suppression systems, required fire walls, and functional emergency lighting systems throughout the building;
- Electrical panel covers are not properly installed, leaving large gaps between the panel and front covers, as well as the lack of electrical panel indexing throughout the building;
- Multiple instances of exposed wiring (and open utility boxes and panels) on the exterior of the building;
- Multiple instances of unenclosed and open dumpsters and grease traps, as well as dumping of miscellaneous debris and building supplies in unrestricted portions of the District (including, but not limited to, cleaning supplies, four gallon buckets of grease, and rotting wood platforms and pallets);
- Unoccupied portions of the building have uncapped waste water lines, allowing sewer gas to escape;
- Pedestrian walkways and steps servicing the District are cracked, crumbling, rotted and offset, creating a tripping hazard for patrons in the District;
- A lack of adequate disabled parking signage throughout the District; existing signage for disabled parking is bent (nearly touching the ground) and not functional, creating a safety hazard for pedestrians and vehicular traffic traversing the District;

- The primary access point to the District at N. 65<sup>th</sup> Street from W. Main Street is lacking adequate designation for ingress and egress, resulting in an unsafe intersection for vehicular traffic accessing the District;
- The walking and parking areas along the southeast wall of the building are not separated or divided from the active driving lane of N. 64<sup>th</sup> Street, creating an unsafe condition for pedestrians and vehicular traffic within the District;
- Field research identified a lack of any storm water inlet or sewer throughout the entirety of the District. Storm water was observed flowing from parking areas and walkways to the northeast corner of the District. This condition results in pools of standing water throughout the District (creating a breeding ground for mosquitoes and other insects), and instances of significant erosion and drop-off on the northeast corner of the District, unsafe for pedestrians and patrons;
- Discussions with persons knowledgeable of site conditions have identified that the sewer lateral located at the rear of the building (commencing at the grease trap in the rear of the building and terminating at a manhole located in N. 66<sup>th</sup> Street) is partially clogged and requires cleaning;
- A large portion of the District is subject to mine subsidence, a condition that is unsafe and endangers the property itself. Information provided by the Illinois State Geological Survey (ISGS) and the Department of Natural Resources (DNR) reveals that coal mining was conducted beneath the District for more than 21 years, between 1882 and ending in 1903. More than 65% of the District is underlain by this unused mine. The District is at risk due to the fact that subsidence can occur beyond the area actually mined; and,
- Site visits in March 2016 identified 37 light standards in the District that were not working, and significant portions of the District which have little, or no, measureable light (as identified by measuring the light levels throughout the District), resulting in portions of the District having levels of illumination below that recommended by the Illuminating Engineering Society of North America (IESNA) for parking lots, sidewalks, footpaths, and grounds around open parking lots.

### **3. Deterioration of site improvements**

Site improvements refer to either buildings on site, or other types of improvements to sites, such as driveways, sidewalks, light fixtures, steps, utilities, retaining walls, etc. Deterioration of buildings includes defects in primary components such as cracked or damaged foundations, frames, or roofs, as well as rotted, damaged or missing secondary building components such as doors, windows, porches, soffits, fascia, gutters and downspouts. Deterioration of other types of site improvements includes surface cracking, crumbling, potholes, depressions, and loose paving material in roadways,

alleys, off-street parking areas and surface storage areas, as well as rusting, rotting and damaged retaining walls, utilities in need of repair, and other similar improvements to a site. Field research by EDR has identified deterioration of site improvements throughout the District. Such conditions include, but are not limited to, those enumerated below.

### **Examples of Building Deterioration**

Examples of building deterioration within the District include, but are not limited to:

- The roof is damaged throughout, allowing water to infiltrate through open holes;
- The metal coping parapet cap on the top of the exterior masonry walls is missing in several locations, exposing rotting wood elements on top of the masonry wall;
- The bottom of the gutter along the eastern wall of the building has rusted through in numerous locations, and the water drainage system above the rear access door on the northeast wall of the building is broken and detached from the awning, damaging the exterior walls and eroding the building foundation below;
- The glass awning above an entryway to the building has multiple broken windows, and the metal support beam and bolts of that entryway are rusted;
- The wooden façade of the building is cracked, has holes in the exterior, and has loose panels and trim;
- Light standards are broken, hanging and rusting;
- The metal access door on the northwest corner of the building has holes in its exterior and is rusted, as are as the metal framing and ramps of the loading dock;
- Foam air seals around the loading dock doors have shreds of vinyl covering the remaining foam seals and are exposed to the elements;
- The exterior walls of the building are cracked and crumbling in numerous locations;
- An electrical outlet mounting box near an entry way to the building has failed, and electrical wiring inside the box is exposed; and,
- Plastic downspouts, in place to direct water away from the building foundation, are cracked and broken, eroding the building foundation below.

### **Examples of Site Deterioration**

- Four small storage sheds at the rear of the building are missing shingles, have holes in exterior walls, rotting wood exteriors, and rusted metal elements;
- Multiple sign poles within the District are rusted;
- The wooden fence behind the building has a gate that is loose from its hinges and dangling;
- The metal fencing around an area at the rear of the building is damaged and leaning;
- There are multiple protective bollards near the loading dock approach that are leaning and rusted; and,
- The asphalt and/or pavement of the parking lots, pedestrian walkways and stairs, and in the public rights-of-way of W. Main Street, N. 64<sup>th</sup> Street, and N. 66<sup>th</sup> Street within the District are cracked, crumbling and have depressions with potholes.

#### **4. Improper Subdivision or Obsolete Platting**

The platting of the parcel within the District is obsolete in that it failed to create rights-of-way for N. 64<sup>th</sup> Street. This roadway is positioned on more than one privately owned parcel. Access to the abutting parcels to the north is provided by a private street (N. 64<sup>th</sup> Street), which transects the District.

#### **5. Existence of conditions which endanger life or property by fire or other causes**

Field research by EDR identified conditions within the District which endanger life or property by fire or other causes. Such conditions include, but are not limited to, those enumerated below:

- The lack of sidewalks on N. 64<sup>th</sup> Street and N. 66<sup>th</sup> Street, and lack of pedestrian signals, crosswalk lanes, or other pedestrian safety systems at intersections and access drives in the District, force pedestrians to cross active driving lanes without the benefit of such pedestrian safety measures;
- The water supply to the building has no separation between domestic and fire suppression use;
- The temporary nature of the water supply line laying on the floor within the building necessitates leaving taps running during cold periods of the year to prevent water from freezing inside the line;

- Lack of adequate fire alarm or suppression systems, required fire walls, and functional emergency lighting systems throughout the building;
  - Electrical panel covers are not properly installed, leaving large gaps between the panel and front covers, as well as the lack of electrical panel indexing throughout the building;
  - Unoccupied areas of the building have uncapped waste water lines, allowing sewer gas to escape;
  - The lack of traffic striping on N. 64<sup>th</sup> Street and N. 66<sup>th</sup> Street endangers life and property for two way traffic in general, and especially when utilized by commercial delivery truck traffic;
  - A large portion of the District is subject to mine subsidence, a condition that is unsafe and endangers the property itself. Information provided by the Illinois State Geological Survey (ISGS) and the Department of Natural Resources (DNR) reveals that coal mining was conducted beneath the District for more than 21 years, between 1882 and ending in 1903. More than 65% of the District is underlain by this unused mine. The District is at risk due to the fact that subsidence can occur beyond the area actually mined; and,
  - Site visits in March 2016 identified 37 light standards in the District that were not working, and significant portions of the District which have little, or no, measureable light (as identified by measuring the light levels throughout the District), resulting in portions of the District having levels of illumination below that recommended by the Illuminating Engineering Society of North America (IESNA) for parking lots and walkways.
- 6. By reason of the predominance of, or any combination of, the abovementioned factors, the area proposed as a business district retards the provision of housing accommodations or constitutes an economic or social liability, an economic underutilization of the area, or a menace to the public health, safety, morals, or welfare.**

The portion of the City proposed as a business district is an area that is a “Blighted area” as, by reason of a combination of the factors discussed above, constitutes an economic liability, a social liability, an economic underutilization of the area and a menace to the public health, safety and welfare.

#### Economic Liability

The District, through a combination of defective, non-existent or inadequate street layout, unsanitary or unsafe conditions, deterioration of site improvements, and the

existence of conditions which endanger life or property by fire or other causes constitutes an economic liability to the City, the underlying taxing districts and the owners of the District's property.

These conditions make this portion of Belleville an economic liability to the City in that their existence has constrained investment (and reinvestment) by private enterprise in the District, and limited economic activity within, and tax revenue generated by, the District. Information provided by City officials shows that there has been one permit issued in the District in the last 10 years (issued for one detached 20'x40' wood deck in 2008, with an estimated value of \$3,000). Property record cards from the St. Clair County Assessors' Offices show that the one building in the District is 41 years old (built in 1975). Both the lack of improvements and age of the building in the District demonstrate the lack of investment within the District. Despite the significant locational advantages of the District (directly accessible by W. Main Street, a major commercial arterial road with an average daily traffic county (ADT) of 15,800 vehicles in 2013: IDOT), the City receives less tax revenue than it would reasonably anticipate being available from the District to support the public services, and investment in public improvements and utilities, that it must provide to its citizens and property owners.

In the same manner, the combination of these factors constitutes an economic liability for underlying taxing jurisdictions. These jurisdictions – which rely, in large part, on development on well-situated property (such as that located on a major arterial road) to create taxable value that in turn generates the revenues these taxing bodies require to provide adequate services and capital investments – receive less property tax revenue than would reasonably be expected to be produced from the District, as the equalized assessed value of the District has declined in each of the last five calendar years (over 61% in total decline since 2010), and has grown at an annual rate that is less than the remainder of the City, and less than the Consumer Price Index for All Urban Consumers, for each of the last five calendar years as well.

The existence of these factors also constitutes an economic liability for the property owner within the District. Such conditions are disadvantageous to attracting patrons to the commercial activities on the property, and are detrimental to the sale, re-tenanting, reuse and redevelopment of the property (and buildings) as well.

#### Social Liability

The District, through the combination of unsanitary or unsafe conditions, deterioration of site improvements, and the existence of conditions which endanger life or property by fire or other causes, as presented in detail in this Eligibility Study, are hazardous to the health, safety and welfare of the public and therefore constitute a social liability.

### Economic Underutilization

The combination of defective, non-existent or inadequate street layout, unsanitary or unsafe conditions, deterioration of site improvements, and the existence of conditions which endanger life or property by fire or other causes also cause the economic underutilization of this portion of the community. The presence of these factors has lessened the attractiveness of the District for private investment, as shown, particularly in the deteriorating conditions of site improvements, and excessive vacant commercial spaces, within the District. Further, the economic underutilization of the District is mirrored in its equalized assessed value (EAV), which has declined for each of the last five calendar years, and has grown at a rate that is less than the remainder of the City, and less than the Consumer Price Index for All Urban Consumers, during this period of time.

### Menace to the Public Health, Safety, Morals or Welfare

Such factors noted above, and others discussed previously, specifically those concerning unsanitary and unsafe conditions, and conditions which endanger life or property by fire or other causes are also likely to cause harm to the public health, safety and welfare; as such, they represent a menace to the public health, safety and welfare.

## **F. Summary**

The proposed District is found to be a "Blighted area" due to the combination of factors noted throughout this report that make the District an economic liability, a social liability, an economic underutilization of the area, and a menace to the public health, safety and welfare.



Economic Development Resources  
200 South Hanley Road  
Suite #601  
St. Louis, Missouri 63105

**CITY OF BELLEVILLE, ILLINOIS  
CITY COUNCIL MEETING MINUTES  
COUNCIL CHAMBERS – CITY HALL  
MAY 2, 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.

Mayor Eckert 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, Phil Elmore, Roger Wigginton and James Musgrove.

Alderman Galetti excused.

**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 Public Works, Chuck Schaeffer; Director of Parks and Recreation, Debbie Belleville and Health and Housing Director, Bob Sabo.

**PLEDGE**

Mayor Eckert led the Pledge of Allegiance.

**PUBLIC HEARING**

None.

**PUBLIC PARTICIPATION**

**Lillian Schneider**

Where are our hotels? The Mayor's flower shop has been using the cooler way too long...it is becoming a habit. The first few times was okay; however, to make a habit is wrong. The cooler is parked in the loading and unloading zone. What now is used for the loading and unloading zone? It should not be the parking spot or the street. It is time to get a permanent cooler inside and stop making a profit on the taxpayers. No other businesses use the street.

**Alicia Bradley**

Regarding the property transfer with Lindenwood...it is not clear what this is covering. Several emails were sent and she thanked everyone that responded to her before the meeting. As elected officials due diligence was the oath that was taken; therefore, as taxpaying citizens and vested homeowners are asking who should they contact regarding the questions they have regarding their property i.e. value, depreciation of property values from 2007 compared to 2016 and home appraisals. How can they find out how the properties were assessed at Lindenwood and how they were allowed to purchase or donated? When issues arise they have to attend several meetings which take several months; however, when Lindenwood needs something done or the City needs Lindenwood to allow them to do something it gets resolved fairly easy. She would like to see fair practices and keep moving forward.

**Gloria Crowder**

Requesting clarity regarding the Ordinance approving the discontinuance and abolishment of Belleville Township and the transfer of all rights, powers, duties, assets, property, liabilities, obligations and responsibilities of Belleville Township to the City of Belleville. What rights/powers did Belleville Township have that will be transferred to the City of Belleville?

**Michael Hagberg**

There was an article in the Belleville News-Democrat over the weekend and it was quoted "property values in the Lindenwood area are going up...up...up". He looked at the property taxes at every elected official standing before him today and last year not a single one saw your property values go up. Since 2011, there has not been one year that one elected official has seen an increase in their property value. If you think you are wrong and your property has gone up please go talk with the county assessor and get your property properly assessed. Other than that every single one has seen a decrease in property values every single year not going up...up...up.

**Diane Rogge**

Regarding the cafeteria style of ordinance enforcement. They pick and choose who must comply and who doesn't. That is unacceptable.

First example, last month at the housing meeting she spoke about the vehicles parked on grass (there is an ordinance against that). There are several Lindenwood vehicles that are currently parked on grass or what used to be grass. She reported this before the last month's meeting and tonight the vehicles are still parked in the same place. Yet a block and one-half down the street a taxpaying resident was given a violation for having a camper shell in his front yard. You cannot pick and choose...if the ordinance is worth having it is an ordinance for everyone.

Second example is the city is currently hot and heavy on the owner of the Rob Nora apartments to comply over violations of fire safety. According to the mayor at the police and fire meeting after May 1<sup>st</sup> the city will take them on in court. Lindenwood was instructed by the Illinois State Fire Marshall to install sprinklers in their homes so the city gave those two years to comply. On top of that, no deadline has been set.

Third example, she has called in three times in the last month over the trash in the Lindenwood houses. Dr. Barger stated their security is doing patrols in their personal vehicles.

Maybe it was misunderstood and maybe it was not the property values going up because the property taxes are certainly going up.

**Stewart Lannert**

Is the motion to approve property transfer the twelve acres of ground that they bought from Belleville for \$1.00. He hopes that is not the \$1.00 school (Belleville West) they bought...they did not buy it for a dollar Belleville has been giving them \$150,000 a year since 2003. The Friday nights party for the elites in O'Fallon and the people's party in Belleville is a good contrast between the two parties. The party at Fischer's was standing room only. The Shrine project seems stalled out. The caution sign on West Main is a waste of money. The hospital moves out, the NGA will not be coming to St. Clair County. What happens in the county also affects Belleville.

**PRESENTATIONS, RECOGNITIONS & APPOINTMENTS**

Mayor Eckert recognized the character word of the month "self-discipline" meaning, think about your words and actions and then making choices that are right.

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Mayor Eckert stated Congress designated May as National Military Appreciation Month in 1999 to ensure the nation was given the opportunity to publically demonstrate their appreciation for the sacrifices and successes made by our service members – past and present.

\*\*\*

Mayor Eckert recommended his Department Head and Staff Appointments for fiscal year 2016-2017.

Alderman Kinsella made a motion seconded by Alderman Seibert to approve his Department Head and Staff Appointments for fiscal year 2016-2017.

*Discussion...*

Alderman Buettner stated there are several department heads that he was worked with as being an alderman and has respect for them; however, with the chaos that has gone on with Lindenwood there are several departments heads that he sincerely questions their ability to perform their duties; therefore, he will be voting not to approve some of the department heads. There are many he works with everyday and has respect for and they do their job; however, their hands are handcuffed and if they were given the ability to do their jobs things could move smoothly in the city.

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

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

\*\*\*

Mayor Eckert recommended City Council Committee Appointments for fiscal year 2016-2017.

Alderman Seibert made a motion seconded by Alderman Pusa to approve City Council Committee Appointments for fiscal year 2016-2017.

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

\*\*\*

Mayor Eckert recommended the reappointment of Jim Rokita to serve a two year term on the Police Pension Board.

Alderman Tyler made a motion seconded by Alderman Anthony to approve the reappointment of Jim Rokita to serve a two year term on the Police Pension Board.

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

### APPROVAL OF MINUTES

Alderman Seibert made a motion seconded by Alderman Pusa to approve to accept and file the minutes of May 2, 2016.

All members voted aye.

### CLAIMS, PAYROLL, AND DISBURSEMENTS

Alderman Wigginton made a motion seconded by Alderman Anthony to accept and pay the claims in the amount of **\$2,851,251.92** and payroll in the amount of **\$1,147,455.48**.

*Discussion...*

Alderman Buettner inquired about the \$23,507 expense; Director of Finance Jamie Maitret stated it is the final payment to the attorney in Chicago regarding St. Elizabeth.

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

MAY 2, 2016

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**REPORTS**

Alderman Seibert made a motion seconded by Alderman White to accept and file City Attorney report dated April 28, 2016.

All members voted aye.

**ORAL REPORTS**

**BOARD OF FIRE & POLICE COMMISSION**

Alderman Anthony made a motion seconded by Alderman Ovian to approve the hiring two police officers Kyle M. Wilson and Aaron T. Spargur.

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

**MASTER SEWER COMMITTEE:**

Alderman Dintelman made a motion seconded by Alderman Kinsella to accept and have Mayor Eckert sign sewer easements with Don C. Woodrome Trust, Kenneth, Michael and Robyn Weilbacher, and Laborers Local #459.

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

\*\*\*

Alderman Dintelman made a motion seconded by Alderman Pusa to approve low bid for South 11th Street Sewer Extension to Hank's Excavating and Landscaping for \$496,865.00.

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

\*\*\*

Alderman Dintelman made a motion seconded by Alderman Seibert to approve to approve property transfer agreement with Lindenwood.

*Discussion...*

Director of Wasterwater, Royce Carlisle, stated this is property needed to complete the pump station for the Phase IV long term control plan. The property is valued between \$25,000-\$30,000 and Lindenwood is donating the property to the city.

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

Members voting aye on roll call: Buettner (1)

**ADMINISTRATION**

Alderman Kinsella made a motion seconded by Alderman Silsby 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.

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

\*\*\*

Alderman Wigginton made a motion seconded by Alderman Ovian to enter into an agreement with Lindenwood University-Belleville for a Facility Use Agreement.

*Discussion...*

Alderman Buettner asked if the city has received the letter from their counsel allowing citizens to come onto their property; City Attorney Hoerner stated it is contained in ¶1.

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

Members voting aye on roll call: Buettner (1)

**ORDINANCE AND LEGAL COMMITTEE:**

Alderman Seibert made a motion to approve seconded by Alderman Dintelman 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.

*Discussion...*

City Attorney Hoerner stated the Township approved in January 2016 and the next step under the Article 28 of the Township Code is for this council to accept the transfer. Mayor Eckert will be appointing a task force to make recommendations to this council since ultimately between now and the time it is actually assumed the ordinances will have to be amended to set forth how it will function within the city and will be providing the same services.

Mayor Eckert stated the township rents the building. The task force will include Dennis Korte, Township Supervisor, Jim Schneider, Director of Community Development, and Dallas Cook, the City and Township Clerk as ex officios. The task force is made up of a wide group of individuals who in many cases work with the township. The Belleville Township is the second in the State of Illinois to make the transition.

City Clerk Cook stated there is approximately \$700,000 that will be brought into the city and that is a positive and another question was asked as to why it has taken so long to happen. City Clerk

Cook stated he was not elected until 2013 and has been working on it every day since. This is a historic moment and congratulations to the taxpayers who will save a few bucks and will get a better bang for their buck for the same services.

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

### **COMMUNICATIONS**

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

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*).

\*\*\*

Communication from Beacon Ministry requesting to hold their 4<sup>th</sup> Annual 5K Run/Walk on Saturday, July 23, 2016.

All members voted aye.

### **RESOLUTIONS**

Alderman Silsby made a motion seconded by Alderman Seibert to read Resolutions 3264 and 3265 by title only and as a group.

All members voted aye.

Alderman Silsby made a motion seconded by Alderman Pusa to approve the following Resolutions 3264 and 3265:

#### **RESOLUTION NO. 3264**

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

#### **RESOLUTION NO. 3265**

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

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

**ORDINANCES**

Alderman Silsby made a motion seconded by Alderman Dintelman to read Ordinance 7949-2016 and 7949-2016 by title only and as a group.

All members voted aye.

Alderman Silsby made a motion seconded by Alderman Seibert to approve **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.

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

\*\*\*

Alderman Silsby made a motion seconded by Alderman White to approve **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.

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

**UNFINISHED BUSINESS**

None.

**MISCELLANEOUS & NEW BUSINESS**

Alderman Elmore stated for years the citizens and elected officials have asked why you would have township services contiguous within the city limits. Alderman Elmore thanked City Clerk Cook for single handedly got this off of the ground. As Clerk, he continually had the recipients of township services first, at heart, and taxpayers' savings.

\*\*\*

Alderman Ovian spoke regarding the property at Rob Nora. Mayor Eckert stated Rob Nora has been in court for many years. Alderman Buettner stated Rob Nora is being taken to court because they are not following through and Lindenwood was supposed to put sprinklers in the homes and there is no deadline. Rob Nora needs to be torn down.

\*\*\*

Alderman Seibert made a motion seconded by Alderman White to approve the Motor Fuel Claims in the Amount of **\$1,462.95**.

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

\*\*\*

Alderman Pusa seconded by Alderman Kinsella to approve the appointments of Belleville Township Transition Task Force.

*Discussion...*

City Clerk Cook stated his one concern about the task force is he doesn't see anyone on there representing the taxpayers and second what is the difference between being a staff support and ex officio vs. being on the committee. City Clerk Cook stated he is speaking for himself for his involvement over the last three years.

Mayor Eckert stated he decided not to make it political. City Clerk Cook stated he is not talking politics he is talking taxpayers. City Clerk Cook stated the proposed task force is made up of individuals that represent organizations that currently receive money from the township. City Clerk Cook stated the organizations that receive money are great organizations; however, he would like to have someone to be a good steward of the funds i.e. joe taxpayer. Mayor Eckert stated the meetings will be public and handicap accessible.

City Attorney Hoerner stated there will be nine members on the committee none of which will be affiliated directly with the city or the township. City Attorney Hoerner stated an ex officio member is an actual member of the committee and staff support is not. City Clerk Cook asked if he will have a vote.

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

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

### **EXECUTIVE SESSION**

Alderman Pusa made a motion seconded by Alderman Kinsella 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 7:50 p.m.

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

Alderman Kinsella made a motion seconded by Alderman White to approve the successor bargaining agreement between the City of Belleville and the Teamster's Clerical Union Local 50 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, Elmore, Wigginton and Musgrove. (15)

**ADJOURNMENT**

Alderman Tyler made a motion seconded by Alderman Elmore to adjourn at 8:09 pm.

All members voted aye.

---

Dallas B. Cook, City Clerk

Unapproved

**CITY OF BELLEVILLE PAYMENT SUMMARY  
COUNCIL MEETING - MAY 16, 2016**

**GENERAL FUND**

00 - Revenue	\$247,706.68
50 - Administration	\$28,022.52
51 - Police	\$58,056.74
52 - Fire	\$268,200.64
53 - Streets	\$19,955.89
54 - Parks	\$9,516.04
55 - Cemetery	\$1,469.85
56 - Hlth/Sanitation	\$52,548.54
58 - Police/Fire Comm	\$1,275.00
60 - Legal	\$546.74
61 - Health & Housing	\$31,471.41
62 - Economic Planning & Dev	\$620.00
82 - Mayor	\$145.45
84 - Human Resources	\$15,191.12
87 - Maintenance	\$4,368.46
88 - Engineering	\$1,913.61
<b>GF TOTAL</b>	<u>\$741,008.69</u>

**SEWER OPERATIONS**

75 - Collections	\$5,031.66
77 - Lines	\$4,840.04
78 - Plant	\$53,480.72
<b>SEWER TOTAL</b>	<u>\$63,352.42</u>

04 - Library	\$1,048.14
07 - Park/Rec	\$20,415.32
13 - Motor Fuel Tax Fund	\$3,767.51
14 - Fountain Fund	\$275.00
22 - Sewer Repair & Replacement	\$6,098.00
24 - Sewer Const.	\$627,034.90
25 - Sewer Bond & Interest	\$749,389.50
30 - SSA	\$231.75
38 - TIF 3	\$64,896.39
45 - 2015 PD Proj. Construction Fund	\$691,517.22
71 - Police Trust	\$99.90

<b>ALL FUNDS TOTAL</b>	<u><u>\$2,969,134.74</u></u>
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VENDOR #	NAME	DEPT.	AMOUNT
21 SEWER OPERATION & MAINTENANCE			
SEWER COLLECTION			
AD010	ADJ SERVICES	21-75	18.35
BI048	BIRTH, CAROLYN	21-75	54.12
DA076	DAY, DAVID	21-75	419.89
GO039	GOULD, JOAN	21-75	29.01
JE019	JEDLICKA, TIA	21-75	56.31
**TOTAL SEWER COLLECTION			577.68
21 SEWER OPERATION & MAINTENANCE		GRAND TOTAL	577.68
GRAND TOTAL FOR ALL FUNDS:			577.68
TOTAL FOR REGULAR CHECKS:			577.68

VENDOR #	NAME	DEPT.	AMOUNT
=====			
01	GENERAL FUND		
659	LIBRARY FUND	01-00	10,299.27
BL030	BLEDSON, DELORIS	01-00	112.50
EC007	ECKERT'S COUNTRY STORE AND FARMS	01-00	1,595.31
MA148	MARTIN, MARKISHA	01-00	500.00
NE040	NECKER, DAVID	01-00	64.00
PA089	DR. TY PARKER, DMD	01-00	100.00
SH036	SHAMBRO, AFTON	01-00	50.00
SL005	SLEDGE, SANDRA L	01-00	6.25
TH053	THIELEMAN, ELLEN	01-00	60.00
UM001	UMB BANK NA	01-00	201,619.35
	**TOTAL		214,406.68
ADMINISTRATION			
1112	WATTS COPY SYSTEM, INC.	01-50	1,698.65
3119	COMPUTYPE IT SOLUTIONS	01-50	308.75
4902	AT & T	01-50	200.29
551	ILLINOIS AMERICAN WATER	01-50	9,229.77
6122	VERIZON WIRELESS	01-50	127.08
6328	GRAINGER INDUS. & COMMERCIAL SUPP	01-50	1,004.00
759	BELLEVILLE NEWS DEMOCRAT	01-50	44.25
CO139	CONSTELLATION NEWENERGY, INC	01-50	7,376.72
OF004	OFFICE DEPOT	01-50	1,487.84
UM001	UMB BANK NA	01-50	6,345.17
	**TOTAL ADMINISTRATION		27,822.52
POLICE DEPARTMENT			
1112	WATTS COPY SYSTEM, INC.	01-51	1,223.55
1652	SOUTHWESTERN ILLINOIS LAW ENFORC.	01-51	9,600.00
309	CLEAN MACHINE	01-51	265.00
3430	FIRESTONE CAR CENTER	01-51	181.98
3916	VOGT OIL CO., INC.	01-51	3,520.76
402	EGYPTIAN STATIONERS, INC.	01-51	546.68
4902	AT & T	01-51	785.28
5049	SIRCHIE FINGERPRINT LABORATORIES	01-51	356.63
5882	TOWN HALL SPORTS	01-51	196.00
6122	VERIZON WIRELESS	01-51	2,025.37
6392	STREICHER'S	01-51	7,586.92
6838	PEAKNET, INC	01-51	107.87
926	SECRETARY OF STATE	01-51	101.00
AR031	ARROWHEAD SCIENTIFIC INC	01-51	70.83
FA026	FACTORY MOTOR PARTS CO	01-51	52.64
IL008	COMMUNICATION REVOLVING FUND	01-51	1,623.11
LI011	LINDENWOOD UNIVERSITY	01-51	4,077.00
ME034	MERTZ FORD MILLSTADT	01-51	420.10
OF004	OFFICE DEPOT	01-51	29.95
OR001	O'REILLY AUTO PARTS	01-51	22.36
SP020	SPLISH SPLASH EXPRESS CAR WASH	01-51	1,395.00
TH048	THE BANK OF EDWARDSVILLE	01-51	655.61

VENDOR #	NAME	DEPT.	AMOUNT
=====			
01	GENERAL FUND		
POLICE DEPARTMENT			
TI027	TIBURON, INC	01-51	8,570.00
TM001	T-MOBILE USA, INC	01-51	400.00
UM004	UMB CARD SERVICES	01-51	618.20
VA035	VAN'S YAMAHA/POLARIS	01-51	26.75
WE054	WELLS, GEOFF	01-51	98.15
W0016	WORD SYSTEMS INC	01-51	13,500.00
**TOTAL POLICE DEPARTMENT			58,056.74
FIRE DEPARTMENT			
1112	WATTS COPY SYSTEM, INC.	01-52	529.90
1117	WEISSENBORN BOAT & LAWN EQUIPMENT	01-52.	85.50
182	BANNER FIRE EQUIPMENT INC	01-52	11,874.16
3484	SCHIELD, RANDY	01-52	54.29
3916	VOGT OIL CO., INC.	01-52	435.82
6122	VERIZON WIRELESS	01-52	283.22
726	CLEAN UNIFORM COMPANY	01-52	163.92
7452	MIDWEST OCCUPATIONAL MEDICINE	01-52	280.00
AE005	AEC FIRE-SAFETY & SECURITY INC	01-52	735.00
BI034	BIERMANN, KYLE	01-52	129.75
BO034	BODE, MICHELLE	01-52	119.56
CH030	CHARTER COMMUNICATIONS	01-52	308.11
GA011	GARNICA, JESSE	01-52	107.82
HA007	HAWTHORN SUITES BY WYNDHAM	01-52	432.85
JO070	JOYCE, CHRISTOPHER	01-52	93.31
MA114	MAHONEY, RYAN	01-52	108.30
ME076	MELOAN, ADAM	01-52	414.26
MI002	MILLS, STEPHANIE	01-52	185.17
PR059	PRESTON, MATT	01-52	171.35
SE034	SENTINEL EMERGENCY SOLUTIONS	01-52	247,946.00
TH048	THE BANK OF EDWARDSVILLE	01-52	1,161.35
TI027	TIBURON, INC	01-52	256.00
UN038	UNIVERSITY OF ILLINOIS	01-52	2,325.00
**TOTAL FIRE DEPARTMENT			268,200.64
STREETS			
1112	WATTS COPY SYSTEM, INC.	01-53	243.72
1135	WISE EL SANTO COMPANY	01-53	76.68
159	AUFFENBERG FORD LINCOLN MERCURY	01-53	61.88
2192	SHERWIN - WILLIAMS CO.	01-53	505.96
2245	ILLINOIS DEPT OF EMPLOYMENT SECUR	01-53	406.15
2384	HOMETOWN ACE HARDWARE	01-53	49.45
3430	FIRESTONE CAR CENTER	01-53	182.20
3445	DAVE SCHMIDT TRUCK SERVICE	01-53	2,208.97
3916	VOGT OIL CO., INC.	01-53	253.91
402	EGYPTIAN STATIONERS, INC.	01-53	218.81
413	ERB TURF EQUIPMENT, INC.	01-53	698.19
4178	UPCHURCH READY MIX CONCRETE CO	01-53	550.00

VENDOR #	NAME	DEPT.	AMOUNT
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## 01 GENERAL FUND

## STREETS

4902	AT & T	01-53	552.74
503	HEISLER, TIM	01-53	65.45
515	HOME-BRITE ACE HARDWARE	01-53	118.91
523	HUDSON TREE SERVICE	01-53	2,800.00
5575	PRAXAIR DISTRIBUTION, INC.	01-53	139.89
6122	VERIZON WIRELESS	01-53	353.07
BI028	BI-COUNTY SMALL ENGINE CENTER	01-53	361.70
DA022	DAVIS, JEFFREY	01-53	150.00
EC008	ECON-O-JOHNS	01-53	90.00
EJ000	EJ EQUIPMENT	01-53	514.24
HA042	HARRIS, DAVID	01-53	50.00
HE079	HEAVY DUTY EQUIPMENT	01-53	36.93
KI006	KIMBALL MIDWEST	01-53	223.23
LA030	LAING, GARY	01-53	50.00
LO010	LOWE'S	01-53	73.29
LU004	LUBY EQUIPMENT SERVICES	01-53	50.93
MI091	MINTON OUTDOOR SERVICES INC	01-53	6,000.00
PL000	PLAZA AUTO PARTS	01-53	267.66
SC024	SCHNEIDER, KIP	01-53	50.00
ST043	ST LOUIS COMPOSTING INC	01-53	1,155.00
WA017	WALLS, RONALD	01-53	26.95
WE023	WEINLAND REFRIGERATION	01-53	369.40
WM000	WM NOBBE & COMPANY, INC	01-53	1,000.58

\*\*TOTAL STREETS

19,955.89

## PARKS DEPARTMENT

1112	WATTS COPY SYSTEM, INC.	01-54	773.48
2192	SHERWIN - WILLIAMS CO.	01-54	82.44
378	DINTELMANN NURSERY & GARDEN CTR,	01-54	283.00
385	DON'S HARDWARE, INC.	01-54	18.14
4902	AT & T	01-54	725.06
515	HOME-BRITE ACE HARDWARE	01-54	31.00
551	ILLINOIS AMERICAN WATER	01-54	1,124.18
6122	VERIZON WIRELESS	01-54	76.26
661	LIESE LUMBER CO., INC.	01-54	175.05
7678	SHILOH VALLEY EQUIPMENT CO	01-54	99.06
7726	SCHWAEGL, DAN	01-54	150.00
834	QUALITY RENTAL CENTER	01-54	79.99
AG007	ADVANCED TURF SOLUTIONS, INC	01-54	2,462.38
BA082	BAGSPOT PET WASTE SOLUTIONS	01-54	75.00
BE101	BELL CITY BATTERY	01-54	24.50
BE117	BEACON ATHLETICS	01-54	196.00
CH030	CHARTER COMMUNICATIONS	01-54	109.98
CO139	CONSTELLATION NEWENERGY, INC	01-54	1,899.00
CU017	CULLIGAN/SCHAEFER WATER CENTERS	01-54	16.00
FA002	FASTENAL COMPANY	01-54	37.71
GE011	GEISSLER, RICH	01-54	141.97
MA034	MAUE, CRAIG	01-54	9.99

VENDOR #	NAME	DEPT.	AMOUNT
01 GENERAL FUND			
PARKS DEPARTMENT			
MA149	MARTIN FENCE LLC	01-54	510.00
MT001	MTI DISTRIBUTING INC	01-54	227.00
ST016	STERNAU, MIKE	01-54	50.00
ST043	ST LOUIS COMPOSTING INC	01-54	30.00
UN027	UNIFIRST CORPORATION	01-54	108.85
**TOTAL PARKS DEPARTMENT			9,516.04
CEMETERY DEPARTMENT			
3916	VOGT OIL CO., INC.	01-55	708.60
413	ERB TURF EQUIPMENT, INC.	01-55	35.30
4902	AT & T	01-55	113.13
500	HARTMANN FARM SUPPLY	01-55	346.47
5575	PRAXAIR DISTRIBUTION, INC.	01-55	132.00
6122	VERIZON WIRELESS	01-55	74.36
NA009	NADLER, JOHN R	01-55	59.99
**TOTAL CEMETERY DEPARTMENT			1,469.85
HEALTH & SANITATION			
1112	WATTS COPY SYSTEM, INC.	01-56	68.66
1316	DOWNING SALES & SERVICE, INC	01-56	944.37
272	BUSTER'S TIRE MART	01-56	4,680.76
3445	DAVE SCHMIDT TRUCK SERVICE	01-56	33,376.59
3916	VOGT OIL CO., INC.	01-56	5,985.94
393	DUTCH HOLLOW JANITORIAL SUPPLIES	01-56	114.83
402	EGYPTIAN STATIONERS, INC.	01-56	68.89
515	HOME-BRITE ACE HARDWARE	01-56	42.60
6122	VERIZON WIRELESS	01-56	248.25
884	ST CLAIR COUNTY RECORDER OF DEEDS	01-56	585.00
BI028	BI-COUNTY SMALL ENGINE CENTER	01-56	46.83
MI091	MINTON OUTDOOR SERVICES INC	01-56	6,042.50
UN027	UNIFIRST CORPORATION	01-56	343.32
**TOTAL HEALTH & SANITATION			52,548.54
POLICE & FIRE COMM.			
170	BAITMAN, CLAY	01-58	1,275.00
**TOTAL POLICE & FIRE COMM.			1,275.00
LEGAL DEPARTMENT			
6617	FLYNN, GUYMON & GARAVALLIA	01-60	207.75
LE062	LEXISNEXIS	01-60	338.99
**TOTAL LEGAL DEPARTMENT			546.74
HEALTH & HOUSING			
1112	WATTS COPY SYSTEM, INC.	01-61	560.25

VENDOR #	NAME	DEPT.	AMOUNT
01 GENERAL FUND			
HEALTH & HOUSING			
2964	EHRET, MICHAEL	01-61	195.46
3187	SHEAR DELIGHT	01-61	150.00
3916	VOGT OIL CO., INC.	01-61	313.11
402	EGYPTIAN STATIONERS, INC.	01-61	24.51
5796	STAN ERLINGER	01-61	320.00
6122	VERIZON WIRELESS	01-61	863.83
7911	PROFESSIONAL TITLE INS & ESCROW	01-61	110.00
884	ST CLAIR COUNTY RECORDER OF DEEDS	01-61	29.25
CM003	CMRS-FP	01-61	2,000.00
SS001	S SHAFER EXCAVATING, INC	01-61	26,905.00
**TOTAL HEALTH & HOUSING			31,471.41
PLANNING & ECONOMIC DEVELOPMENT			
6122	VERIZON WIRELESS	01-62	53.18
759	BELLEVILLE NEWS DEMOCRAT	01-62	566.82
**TOTAL PLANNING & ECONOMIC DEVELOPMENT			620.00
MAYOR			
3916	VOGT OIL CO., INC.	01-82	40.96
6122	VERIZON WIRELESS	01-82	79.49
SO002	SWICOM	01-82	25.00
**TOTAL MAYOR			145.45
HUMAN RESCOURCES/COMMUNITY DEV			
1112	WATTS COPY SYSTEM, INC.	01-84	191.12
BA042	BASIC INITIATIVE	01-84	15,000.00
**TOTAL HUMAN RESCOURCES/COMMUNITY DEV			15,191.12
MAINTENANCE			
1112	WATTS COPY SYSTEM, INC.	01-87	15.86
163	AUTHORIZED LOCK SERVICE	01-87	263.55
3916	VOGT OIL CO., INC.	01-87	51.08
393	DUTCH HOLLOW JANITORIAL SUPPLIES	01-87	2,760.77
515	HOME-BRITE ACE HARDWARE	01-87	21.98
5425	METRO LOCK & SECURITY INC	01-87	44.00
6122	VERIZON WIRELESS	01-87	387.07
726	CLEAN UNIFORM COMPANY	01-87	161.46
7313	BRAUER SUPPLY CO	01-87	582.70
CH030	CHARTER COMMUNICATIONS	01-87	79.99
**TOTAL MAINTENANCE			4,368.46
ENGINEERING			
1112	WATTS COPY SYSTEM, INC.	01-88	244.15
3916	VOGT OIL CO., INC.	01-88	126.31

VENDOR #	NAME	DEPT.	AMOUNT
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01 GENERAL FUND

ENGINEERING

402	EGYPTIAN STATIONERS, INC.	01-88	256.98
6122	VERIZON WIRELESS	01-88	125.85
759	BELLEVILLE NEWS DEMOCRAT	01-88	205.32
TR014	TREASURER STATE OF ILLINOIS	01-88	955.00

	**TOTAL ENGINEERING		1,913.61
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01 GENERAL FUND	GRAND TOTAL	707,508.69
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VENDOR #	NAME	DEPT.	AMOUNT
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04 LIBRARY

4902	AT & T	04-00	105.39
515	HOME-BRITE ACE HARDWARE	04-00	60.38
551	ILLINOIS AMERICAN WATER	04-00	51.72
CO139	CONSTELLATION NEWENERGY, INC	04-00	830.65

	**TOTAL		1,048.14
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04 LIBRARY	GRAND TOTAL		1,048.14
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VENDOR #	NAME	DEPT.	AMOUNT
=====			
07	PLAYGROUND AND RECREATION		
1112	WATTS COPY SYSTEM, INC.	07-00	102.81
1675	STANDARD RULE PROMOTIONS LLC	07-00	1,816.57
201	BELLEVILLE BOWLING & SPORTS SHOP	07-00	1,033.50
2244	SWITZER FOOD & SUPPLIES	07-00	14.25
3119	COMPUTYPE IT SOLUTIONS	07-00	30.00
4782	SAM'S CLUB/SYNCHRONY BANK	07-00	510.03
5565	CITIZENS PARK UMPIRES	07-00	4,652.00
6340	BEVINEAU, FORREST	07-00	600.00
759	BELLEVILLE NEWS DEMOCRAT	07-00	1,010.00
8092	DA-COM CORPORATION	07-00	366.99
957	CURT SMITH SPORTING GOODS, INC.	07-00	296.50
961	SOUTHWEST ILLINOIS ASSN. OF UMPIR	07-00	3,048.00
AD009	ADAMS, JERRY L.	07-00	540.00
AM036	AMERICAN BOTTLING	07-00	22.80
AT011	AT & T U-VERSE	07-00	70.00
BO036	BOLLINGER INSURANCE SOLUTIONS	07-00	141.00
CH024	CHADDERTON, JAMES T.	07-00	550.00
DI036	DISCOVERY	07-00	19.15
GR037	GRANT, MARY ROSE	07-00	245.00
HO093	HOELSCHER, MEGAN J	07-00	76.00
JE010	JELF, ED	07-00	530.00
KW001	KWIATKOWSKI, VINCENT S	07-00	200.00
OS004	OSTRESH, TOM	07-00	280.00
PR011	PRINT MASTER	07-00	204.57
RO040	ROUSSIN, TOM	07-00	650.00
SH037	SHEPPARD, DAVE	07-00	560.00
SO032	SOS TECHNOLOGIES	07-00	155.15
WE025	WEYHAUPT, CHARLES	07-00	265.00
WI047	WILLEFORD, DALE	07-00	275.00
WI049	WINNING STREAK INC	07-00	1,521.00
WO014	WOLF, HARRY L	07-00	630.00
	**TOTAL		20,415.32
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07	PLAYGROUND AND RECREATION	GRAND TOTAL	20,415.32

VENDOR #	NAME	DEPT.	AMOUNT
13 MOTOR FUEL TAX FUND			
666	MACLAIR ASPHALT COMPANY	13-00	2,478.48
EL001	ELECTRICO, INC.	13-00	1,289.03
	**TOTAL		3,767.51
	13 MOTOR FUEL TAX FUND	GRAND TOTAL	3,767.51

VENDOR #	NAME	DEPT.	AMOUNT
14	FOUNTAIN FUND		
661	LIESE LUMBER CO., INC.	14-00	275.00
	**TOTAL		275.00
	14 FOUNTAIN FUND	GRAND TOTAL	275.00

VENDOR #	NAME	DEPT.	AMOUNT
21 SEWER OPERATION & MAINTENANCE			
SEWER COLLECTION			
AM007	AMERICAN WATER	21-75	4,308.98
PA076	PAYMENT SERVICE NETWORK, INC	21-75	145.00
**TOTAL SEWER COLLECTION			4,453.98
SEWER LINES			
163	AUTHORIZED LOCK SERVICE	21-77	10.04
3916	VOGT OIL CO., INC.	21-77	750.73
393	DUTCH HOLLOW JANITORIAL SUPPLIES	21-77	691.21
413	ERB TURF EQUIPMENT, INC.	21-77	12.04
515	HOME-BRITE ACE HARDWARE	21-77	13.87
6122	VERIZON WIRELESS	21-77	28.35
7591	USA BLUEBOOK	21-77	1,225.13
BR073	BRECKENRIDGE OF ILLINOIS LLC	21-77	462.32
GO033	GODT, JAY	21-77	129.00
NU001	NUSCO	21-77	1,123.00
ON011	ONESOURCE WATER	21-77	171.60
PL011	PLUMBERS SUPPLY	21-77	165.95
UN027	UNIFIRST CORPORATION	21-77	56.80
**TOTAL SEWER LINES			4,840.04
SEWER PLANT			
1030	TEKLAB, INC.	21-78	100.00
1112	WATTS COPY SYSTEM, INC.	21-78	411.54
1547	THOUVENOT, WADE, & MOERCHEN INC	21-78	1,778.19
176	BARCOM SECURITY	21-78	360.60
2245	ILLINOIS DEPT OF EMPLOYMENT SECUR	21-78	852.00
2728	AGRO-ECOLOGY INC	21-78	1,650.00
3445	DAVE SCHMIDT TRUCK SERVICE	21-78	2,213.78
3916	VOGT OIL CO., INC.	21-78	788.78
393	DUTCH HOLLOW JANITORIAL SUPPLIES	21-78	850.66
413	ERB TURF EQUIPMENT, INC.	21-78	21.99
4902	AT & T	21-78	530.70
515	HOME-BRITE ACE HARDWARE	21-78	207.75
551	ILLINOIS AMERICAN WATER	21-78	237.77
6122	VERIZON WIRELESS	21-78	1,038.42
8071	HACH COMPANY	21-78	1,623.63
8132	WASTE MANAGEMENT OF ST. LOUIS	21-78	916.23
CJ001	C J GOODALL TIRE CO, INC	21-78	88.00
CO139	CONSTELLATION NEWENERGY, INC	21-78	27,272.06
GO033	GODT, JAY	21-78	7.82
GR075	GRAHAM, JOHN A	21-78	810.00
HA143	HAWKINS, INC	21-78	5,190.10
JA035	JASTER, GREG	21-78	34.35
LO010	LOWE'S	21-78	218.61
NU001	NUSCO	21-78	2,560.00
ON011	ONESOURCE WATER	21-78	171.60
PL000	PLAZA AUTO PARTS	21-78	167.44

VENDOR #	NAME	DEPT.	AMOUNT
21 SEWER OPERATION & MAINTENANCE			
	SEWER PLANT		
SI024	EVOQUA WATER TECHNOLOGIES LLC	21-78	3,352.25
UN027	UNIFIRST CORPORATION	21-78	26.45
	**TOTAL SEWER PLANT		53,480.72
	21 SEWER OPERATION & MAINTENANCE	GRAND TOTAL	62,774.74

VENDOR #	NAME	DEPT.	AMOUNT
22	SEWER REPAIR & REPLACEMENT FUND		
VA001	VANDEVANTER ENGINEERING	22-00	6,098.00
	**TOTAL		6,098.00
	22 SEWER REPAIR & REPLACEMENT FUND GRAND TOTAL		6,098.00

VENDOR #	NAME	DEPT.	AMOUNT
24 SEWER CONSTRUCTION FUND			
1547	THOUVENOT, WADE, & MOERCHEN INC	24-00	47,013.50
5545	PLOCHER CONSTRUCTION CO., INC.	24-00	265,182.31
	**TOTAL		312,195.81
24 SEWER CONSTRUCTION FUND		GRAND TOTAL	312,195.81

VENDOR #	NAME	DEPT.	AMOUNT
25	SEWER BOND AND INTEREST FUND		
6086	ILLINOIS EPA	25-00	749,389.50
	**TOTAL		749,389.50
	25 SEWER BOND AND INTEREST FUND	GRAND TOTAL	749,389.50

VENDOR #	NAME	DEPT.	AMOUNT
30 SPECIAL SERVICE AREA			
551	ILLINOIS AMERICAN WATER	30-00	172.86
CO139	CONSTELLATION NEWENERGY, INC	30-00	58.89
	**TOTAL		231.75
	30 SPECIAL SERVICE AREA	GRAND TOTAL	231.75

VENDOR #	NAME	DEPT.	AMOUNT
38 TIF 3 (CITY OF BELLEVILLE)			
1423	EHRET PLUMBING & HEATING, INC.	38-00	8,968.96
2457	KEELEY & SONS, INC.	38-00	5,562.46
486	HANK'S EXCAVATING & LANDSCAPING,	38-00	11,888.97
7144	ILLINOIS AMERICAN WATER CO.	38-00	7,771.00
SS001	S SHAFER EXCAVATING, INC	38-00	30,705.00
	**TOTAL		64,896.39
	38 TIF 3 (CITY OF BELLEVILLE)	GRAND TOTAL	64,896.39

VENDOR #	NAME	DEPT.	AMOUNT
45 2015 PD PROJECT CONSTRUCTION FUN			
IM006	IMPACT STRATEGIES INC	45-00	607,562.99
LA068	LAWRENCE GROUP	45-00	83,954.23
	**TOTAL		691,517.22
45 2015 PD PROJECT CONSTRUCTION FUNGRAND TOTAL			691,517.22

VENDOR #	NAME	DEPT.	AMOUNT
71	POLICE TRUST		
PE023	PETSMART	71-00	99.90
	**TOTAL		99.90
	71 POLICE TRUST	GRAND TOTAL	99.90
	GRAND TOTAL FOR ALL FUNDS:		2,620,217.97
	TOTAL FOR REGULAR CHECKS:		2,585,801.21
	TOTAL FOR DIRECT PAY VENDORS:		34,416.76

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A/P MANUAL CHECK POSTING LIST

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

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VENDOR #	NAME	DEPT.	AMOUNT
01 GENERAL FUND			
BA040	BANK OF BELLEVILLE	01-00	33,300.00
	**TOTAL		33,300.00
ADMINISTRATION			
BA040	BANK OF BELLEVILLE	01-50	200.00
	**TOTAL ADMINISTRATION		200.00
01 GENERAL FUND		GRAND TOTAL	33,500.00

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A/P MANUAL CHECK POSTING LIST  
POSTINGS FROM ALL CHECK REGISTRATION RUNS(NR) SINCE LAST CHECK VOUCHER RUN(NCR)

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VENDOR #	NAME	DEPT.	AMOUNT
24 SEWER CONSTRUCTION FUND			
HA015	HAIER PLUMBING & HEATING, INC.	24-00	314,839.09
	**TOTAL		314,839.09
24 SEWER CONSTRUCTION FUND		GRAND TOTAL	314,839.09
GRAND TOTAL FOR ALL FUNDS--MANUAL CHECKS:			348,339.09
GRAND TOTAL FOR ALL FUNDS--REGULAR AND MANUAL			2,968,557.06

PAYROLL BREAKDOWN AS PER G/L DISTRIBUTION REPORT

PAYROLL ENDING DATE: **13-May-16**

DESCRIPTION:

01 50	ADMINISTRATION	<u>14843.43</u>
01 51	POLICE	<u>288708.76</u>
01 52	FIRE	<u>212209.09</u>
01 53	STREET	<u>41524.84</u>
01 54	PARKS	<u>17791.93</u>
01 55	CEMETERY	<u>6010.25</u>
01 56	SANITATION	<u>29053.68</u>
01 60	LEGAL	<u>6728.92</u>
01 61	HOUSING & INSPECTORS	<u>25845.69</u>
01 62	ECONOMIC DEVELOPMENT & PLANNING	<u>6966.14</u>
01 82	MAYOR	<u>6485.14</u>
01 83	FINANCE	<u>7793.16</u>
01 84	HUMAN RESOURCE	<u>5440.81</u>
01 85	CLERK	<u>11452.01</u>
01 86	TREASURER	<u>5288.56</u>
01 87	MAINTENANCE	<u>19142.64</u>
01 88	ENGINEER	<u>7779.23</u>
	<b>TOTAL GENERAL FUND</b>	<b><u>713064.28</u></b>
21 75	SEWER COLLECTIONS	<u>10571.21</u>
21 77	SEWER LINES	<u>15440.01</u>
21 78	SEWER PLANT	<u>49649.31</u>
	<b>TOTAL SEWER DEPARTMENT</b>	<b><u>75660.53</u></b>
4	LIBRARY	<u>30433.54</u>
7	RECREATION	<u>14418.69</u>
16	Employer's Portion of FICA (06-00-21500) cr	<u>33599.16</u>
	<b>*****TOTAL PAYROLL</b>	<b><u>867176.20</u></b>

# ZONING BOARD OF APPEALS, CITY OF BELLEVILLE, ILLINOIS

## ADVISORY REPORT

*Application for Amendment:* Todd Kennedy

*Application Filed:* 03/04/16

**14-Apr16 – Todd Kennedy** – A request for a Special Use permit to utilize a vacant lot adjacent to **4204 Main Street Brewing Company** for outdoor restaurant/dining establishment uses at 4200 West Main St. (Parcel: 08-18.0-215-033) located in a “C-2” Heavy Commercial District. (Applicable Section of the zoning code: 60-6-50.) Ward 8

*Present Zoning:* “C-2” Heavy Commercial District

*Meeting Held:* 04/28/16

*Publication in News Democrat:* 04/13/16

*Supporters:* David Arndt

*Objectors:* None

*Other comments:* None

*Aldermen Present:* Alderman Wigginton, Alderman White

*Witnesses having been sworn, evidence presented and the Board fully advised in the premises, the Board has considered the following:*

- A. *the proposed design, location, and manner of operation of the proposed special use will adequately protect the public health, safety, and welfare, and the physical environment;*
- B. *the proposed special use is consistent with this municipality's comprehensive plan;*
- B. *the proposed special use would have a positive effect on the value of neighboring property and on this municipality's overall tax base;*
- C. *the proposed special use would have a positive effect on public utilities and on traffic circulation on nearby streets; and*
- E. *there are no facilities near the proposed special use (such as schools or hospitals) that require special protection.*

**A motion was made by Rebecca Boyer to APPROVE the request with the following stipulation: (1.) All outside music must end by 10:00 p.m. It was seconded by Patrick Sullivan. All members present voted in the affirmative. The motion carried 6-0.**

**IT IS THEREFORE the recommendation of the Zoning Board of Appeals that the requested Special Use permit be *GRANTED BY A UNANIMOUS VOTE OF ALL MEMBERS PRESENT.***

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Director

# ZONING BOARD OF APPEALS, CITY OF BELLEVILLE, ILLINOIS

## ADVISORY REPORT

*Application for Amendment:* Jeff Hammel

*Application Filed:* 03/23/16

**16-Apr16 – Jeff Hammel** – A request for a Sign Installation for Area of Special Control in order to place a 13.5” x 36” brushed aluminum polymetal sign at 23 South 1<sup>st</sup> St. (Parcel: 08-21.0-443-029, ...036) located in a “C-2” Heavy Commercial District. (Applicable Section of the zoning code: 53-4-1.) Ward 5

*Present Zoning:* “C-2” Heavy Commercial District

*Meeting Held:* 04/28/16

*Publication in News Democrat:* 04/13/16

*Supporters:* None

*Objectors:* None

*Other Comments:* None

*Aldermen Present:* Alderman Wigginton, Alderman White

*Witnesses having been sworn, evidence presented and the Board fully advised in the premises, the Board has considered the following:*

- A. the proposed sign requires a sign installation permit for the Area of Special Control.*
- B. the proposed sign is compatible with other signs in the Downtown area.*
- C. the materials that will be used to construct the proposed sign are similar to other graphics in Area of Special Control.*
- D. the proposed sign is similar in size and shape to that of other graphics in Area of Special Control.*

**A motion was made by Don Rockwell to APPROVE the request. It was seconded by Rebecca Boyer. All members present voted in the affirmative. The motion carried 6-0.**

*IT IS THEREFORE the recommendation of the Zoning Board of Appeals that the requested Sign Installation permit for Area of Special Control be **APPROVED BY A UNANIMOUS VOTE OF ALL MEMBERS PRESENT.***

---

Director

# ZONING BOARD OF APPEALS, CITY OF BELLEVILLE, ILLINOIS

## ADVISORY REPORT

*Application for Amendment:* Marvin & Alvina Pruett

*Application Filed:* 03/23/16

**17-Apr16 – Marvin & Alvina Pruett** – A request for a Special Use permit in order to build a metal building over 150 square feet at 1002 South Charles St. (Parcel: 08-27.0-311-011, ...002) located in an “A-1” Single Family Residence District. (Applicable Section of the zoning code: 60-6-5.) Ward 6

*Present Zoning:* “A-1” Single Family Residence District

*Meeting Held:* 04/28/16

*Publication in News Democrat:* 04/13/16

*Supporters:* Herb Bagley

*Objectors:* None

*Other comments:* None

*Aldermen Present:* Alderman Wigginton, Alderman White

*Witnesses having been sworn, evidence presented and the Board fully advised in the premises, the Board has considered the following:*

- A. *the proposed design, location, and manner of operation of the proposed special use will adequately protect the public health, safety, and welfare, and the physical environment;*
- B. *the proposed special use is consistent with this municipality's comprehensive plan;*
- B. *the proposed special use would have a positive effect on the value of neighboring property and on this municipality's overall tax base;*
- C. *the proposed special use would have a positive effect on public utilities and on traffic circulation on nearby streets; and*
- E. *there are no facilities near the proposed special use (such as schools or hospitals) that require special protection.*

**A motion was made by Steve Zimmerman to APPROVE the request. It was seconded by Don Rockwell. All members present voted in the affirmative. The motion carried 6-0.**

**IT IS THEREFORE the recommendation of the Zoning Board of Appeals that the requested Special Use permit be *GRANTED BY A UNANIMOUS VOTE OF ALL MEMBERS PRESENT.***

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Director

# 6401 WEST MAIN STREET MARKETPLACE BUSINESS DISTRICT

## ELIGIBILITY STUDY

City of Belleville, Illinois

May 4, 2016



Economic Development Resources  
St. Louis, Missouri

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## SECTION I

### BASIS FOR FINDING AS A BLIGHTED AREA

#### A. Introduction

Business districts are authorized by the Illinois Municipal Code, specifically in 65 ILCS 5/11-74.3 et seq. (the “Business District Development and Redevelopment Law” or the “Law”). The Law sets forth the requirements and procedures for establishing a business district, including making a determination that there exists conditions that cause the business district to be classified as a “Blighted area” and therefore enabling a municipality to impose an additional retailers’ occupation tax, service occupation tax and hotel operators’ occupation tax. The purpose of this report is to provide a document that demonstrates that the area under consideration for designation as a business district is a “Blighted area”, as that term is defined in the Law.

The proposed 6401 West Main Street Marketplace Business District (the “District”) consists of one parcel (and abutting rights-of-way) in the City of Belleville, located on the northeast side of W. Main Street, generally between N. 66<sup>th</sup> Street and N. 64<sup>th</sup> Street. The location of this approximately six acre District is shown on **Exhibit A – Boundary Map**.

The portion of the City reviewed for this Study meets the eligibility requirements as a “Blighted area”, as found in the Law.

#### B. Statutory Qualifications

A “Blighted area” as defined in the Law means “an area that is a blighted area which, by reason of the predominance of defective, non-existent, or inadequate street layout, unsanitary or unsafe conditions, deterioration of site improvements, improper subdivision or obsolete platting, or the existence of conditions which endanger life or property by fire or other causes, or any combination of those factors, retards the provision of housing accommodations or constitutes an economic or social liability, an economic underutilization of the area, or a menace to the public health, safety, morals, or welfare.”

#### C. Investigation and Analysis of Blighting Conditions

In determining whether or not this portion of the City meets the eligibility requirements of the Law, various methods of research and field surveys were utilized. These included:

- Contacts with individuals knowledgeable as to: conditions and history of this portion of the City; age of buildings and site improvements; development patterns; real estate matters and related items. Existing information pertaining to public utilities in this portion of the City was also reviewed, as was information regarding the City on file with St. Clair County; and,



6401 West Main Street Marketplace Business District  
Business District Eligibility Study  
City of Belleville, Illinois

**EDRR**  
Economic Development Resources

-  District Boundary
-  Parcel



0 200 400 Feet

## EXHIBIT A Boundary Map

- On-site field examinations of conditions within the District were conducted by the staff of Economic Development Resources L.L.C. (EDR) in conjunction with the City's Building Inspector, Electrical Inspector, and members of the City's Fire Department and Economic Development, Planning and Zoning department.

#### **D. The Area Proposed for the Business District**

The area proposed for designation as a "Business District" is approximately six acres in size, located on the northeast side of W. Main Street, generally between N. 66<sup>th</sup> Street and N. 64<sup>th</sup> Street. The area contains one parcel (and abutting rights-of-way) and is shown on **Exhibit A – Boundary Map**. This area has been found to meet the eligibility requirements as a "Blighted area".

#### **E. Review of Qualifications of the Proposed Business District**

##### **1. Defective, non-existent or inadequate street layout**

The District contains three streets: W. Main Street N. 64<sup>th</sup> Street, and N. 66<sup>th</sup> Street.

N. 64<sup>th</sup> Street is not a public right-of-way; this active roadway is part of the privately-owned parcel in the District. The first 245 feet of this roadway (northeast from W. Main Street) is used for open, unrestricted, and undesignated two-way traffic for the property in the District, as well as the three abutting properties; the remaining 160 feet is split by a landscaped median, creating two separate drives, each intended for one-way traffic. The easternmost drive (intended for northbound traffic) is split between two abutting parcels (of which the western parcel is located in the District). This layout is defective as vehicles accessing the rear of the buildings in the District are forced to travel through abutting private parcels to the east.

There are no sidewalks on N. 64<sup>th</sup> Street or N. 66<sup>th</sup> Street, forcing pedestrians to walk in the active driving lane or in the abutting grass lawns. Further, there are no pedestrian signals, crosswalk lanes or other pedestrian safety system present on N. 64<sup>th</sup> Street at W. Main Street, forcing pedestrians to cross N. 64<sup>th</sup> Street (utilized by commercial delivery trucks) without the benefit of such safety measures, demonstrating inadequate street layout within the District. In addition, there are no pedestrian signals, crosswalk lanes or other pedestrian safety systems present along W. Main Street, a major arterial in the City (Annual Average Daily Traffic (2013) of 15,800 and utilized by commercial delivery trucks) or N. 66<sup>th</sup> Street intersecting the entrance drives to the District, further demonstrating this condition.

N. 64<sup>th</sup> Street and N. 66<sup>th</sup> Street are impacted by defective layout in that these streets lack a curb and gutter system. Therefore, all storm water within these portions of the District drains off the streets' pavement and onto abutting properties. Further, neither N. 64<sup>th</sup> Street nor N. 66<sup>th</sup> Street contain any traffic striping, demonstrating a defective and inadequate layout for two-way traffic.

## **2. Unsanitary or unsafe conditions**

Field research by EDR has identified unsanitary or unsafe conditions throughout the District. Such conditions include, but are not limited to, those enumerated below:

- The lack of sidewalks on N. 64<sup>th</sup> Street and N. 66<sup>th</sup> Street, and lack of pedestrian signal, crosswalk lane or other pedestrian safety systems at intersections and access drives in the District, force pedestrians to cross active driving lanes without the benefit of such pedestrian safety measures;
- The water supply to the building has no separation between domestic use and fire suppression use;
- Lack of adequate fire alarm and fire suppression systems, required fire walls, and functional emergency lighting systems throughout the building;
- Electrical panel covers are not properly installed, leaving large gaps between the panel and front covers, as well as the lack of electrical panel indexing throughout the building;
- Multiple instances of exposed wiring (and open utility boxes and panels) on the exterior of the building;
- Multiple instances of unenclosed and open dumpsters and grease traps, as well as dumping of miscellaneous debris and building supplies in unrestricted portions of the District (including, but not limited to, cleaning supplies, four gallon buckets of grease, and rotting wood platforms and pallets);
- Unoccupied portions of the building have uncapped waste water lines, allowing sewer gas to escape;
- Pedestrian walkways and steps servicing the District are cracked, crumbling, rotted and offset, creating a tripping hazard for patrons in the District;
- A lack of adequate disabled parking signage throughout the District; existing signage for disabled parking is bent (nearly touching the ground) and not functional, creating a safety hazard for pedestrians and vehicular traffic traversing the District;

- The primary access point to the District at N. 65<sup>th</sup> Street from W. Main Street is lacking adequate designation for ingress and egress, resulting in an unsafe intersection for vehicular traffic accessing the District;
- The walking and parking areas along the southeast wall of the building are not separated or divided from the active driving lane of N. 64<sup>th</sup> Street, creating an unsafe condition for pedestrians and vehicular traffic within the District;
- Field research identified a lack of any storm water inlet or sewer throughout the entirety of the District. Storm water was observed flowing from parking areas and walkways to the northeast corner of the District. This condition results in pools of standing water throughout the District (creating a breeding ground for mosquitoes and other insects), and instances of significant erosion and drop-off on the northeast corner of the District, unsafe for pedestrians and patrons;
- Discussions with persons knowledgeable of site conditions have identified that the sewer lateral located at the rear of the building (commencing at the grease trap in the rear of the building and terminating at a manhole located in N. 66<sup>th</sup> Street) is partially clogged and requires cleaning;
- A large portion of the District is subject to mine subsidence, a condition that is unsafe and endangers the property itself. Information provided by the Illinois State Geological Survey (ISGS) and the Department of Natural Resources (DNR) reveals that coal mining was conducted beneath the District for more than 21 years, between 1882 and ending in 1903. More than 65% of the District is underlain by this unused mine. The District is at risk due to the fact that subsidence can occur beyond the area actually mined; and,
- Site visits in March 2016 identified 37 light standards in the District that were not working, and significant portions of the District which have little, or no, measureable light (as identified by measuring the light levels throughout the District), resulting in portions of the District having levels of illumination below that recommended by the Illuminating Engineering Society of North America (IESNA) for parking lots, sidewalks, footpaths, and grounds around open parking lots.

### **3. Deterioration of site improvements**

Site improvements refer to either buildings on site, or other types of improvements to sites, such as driveways, sidewalks, light fixtures, steps, utilities, retaining walls, etc. Deterioration of buildings includes defects in primary components such as cracked or damaged foundations, frames, or roofs, as well as rotted, damaged or missing secondary building components such as doors, windows, porches, soffits, fascia, gutters and downspouts. Deterioration of other types of site improvements includes surface cracking, crumbling, potholes, depressions, and loose paving material in roadways,

alleys, off-street parking areas and surface storage areas, as well as rusting, rotting and damaged retaining walls, utilities in need of repair, and other similar improvements to a site. Field research by EDR has identified deterioration of site improvements throughout the District. Such conditions include, but are not limited to, those enumerated below.

### **Examples of Building Deterioration**

Examples of building deterioration within the District include, but are not limited to:

- The roof is damaged throughout, allowing water to infiltrate through open holes;
- The metal coping parapet cap on the top of the exterior masonry walls is missing in several locations, exposing rotting wood elements on top of the masonry wall;
- The bottom of the gutter along the eastern wall of the building has rusted through in numerous locations, and the water drainage system above the rear access door on the northeast wall of the building is broken and detached from the awning, damaging the exterior walls and eroding the building foundation below;
- The glass awning above an entryway to the building has multiple broken windows, and the metal support beam and bolts of that entryway are rusted;
- The wooden façade of the building is cracked, has holes in the exterior, and has loose panels and trim;
- Light standards are broken, hanging and rusting;
- The metal access door on the northwest corner of the building has holes in its exterior and is rusted, as are as the metal framing and ramps of the loading dock;
- Foam air seals around the loading dock doors have shreds of vinyl covering the remaining foam seals and are exposed to the elements;
- The exterior walls of the building are cracked and crumbling in numerous locations;
- An electrical outlet mounting box near an entry way to the building has failed, and electrical wiring inside the box is exposed; and,
- Plastic downspouts, in place to direct water away from the building foundation, are cracked and broken, eroding the building foundation below.

### **Examples of Site Deterioration**

- Four small storage sheds at the rear of the building are missing shingles, have holes in exterior walls, rotting wood exteriors, and rusted metal elements;
- Multiple sign poles within the District are rusted;
- The wooden fence behind the building has a gate that is loose from its hinges and dangling;
- The metal fencing around an area at the rear of the building is damaged and leaning;
- There are multiple protective bollards near the loading dock approach that are leaning and rusted; and,
- The asphalt and/or pavement of the parking lots, pedestrian walkways and stairs, and in the public rights-of-way of W. Main Street, N. 64<sup>th</sup> Street, and N. 66<sup>th</sup> Street within the District are cracked, crumbling and have depressions with potholes.

#### **4. Improper Subdivision or Obsolete Platting**

The platting of the parcel within the District is obsolete in that it failed to create rights-of-way for N. 64<sup>th</sup> Street. This roadway is positioned on more than one privately owned parcel. Access to the abutting parcels to the north is provided by a private street (N. 64<sup>th</sup> Street), which transects the District.

#### **5. Existence of conditions which endanger life or property by fire or other causes**

Field research by EDR identified conditions within the District which endanger life or property by fire or other causes. Such conditions include, but are not limited to, those enumerated below:

- The lack of sidewalks on N. 64<sup>th</sup> Street and N. 66<sup>th</sup> Street, and lack of pedestrian signals, crosswalk lanes, or other pedestrian safety systems at intersections and access drives in the District, force pedestrians to cross active driving lanes without the benefit of such pedestrian safety measures;
- The water supply to the building has no separation between domestic and fire suppression use;
- The temporary nature of the water supply line laying on the floor within the building necessitates leaving taps running during cold periods of the year to prevent water from freezing inside the line;

- Lack of adequate fire alarm or suppression systems, required fire walls, and functional emergency lighting systems throughout the building;
  - Electrical panel covers are not properly installed, leaving large gaps between the panel and front covers, as well as the lack of electrical panel indexing throughout the building;
  - Unoccupied areas of the building have uncapped waste water lines, allowing sewer gas to escape;
  - The lack of traffic striping on N. 64<sup>th</sup> Street and N. 66<sup>th</sup> Street endangers life and property for two way traffic in general, and especially when utilized by commercial delivery truck traffic;
  - A large portion of the District is subject to mine subsidence, a condition that is unsafe and endangers the property itself. Information provided by the Illinois State Geological Survey (ISGS) and the Department of Natural Resources (DNR) reveals that coal mining was conducted beneath the District for more than 21 years, between 1882 and ending in 1903. More than 65% of the District is underlain by this unused mine. The District is at risk due to the fact that subsidence can occur beyond the area actually mined; and,
  - Site visits in March 2016 identified 37 light standards in the District that were not working, and significant portions of the District which have little, or no, measureable light (as identified by measuring the light levels throughout the District), resulting in portions of the District having levels of illumination below that recommended by the Illuminating Engineering Society of North America (IESNA) for parking lots and walkways.
- 6. By reason of the predominance of, or any combination of, the abovementioned factors, the area proposed as a business district retards the provision of housing accommodations or constitutes an economic or social liability, an economic underutilization of the area, or a menace to the public health, safety, morals, or welfare.**

The portion of the City proposed as a business district is an area that is a “Blighted area” as, by reason of a combination of the factors discussed above, constitutes an economic liability, a social liability, an economic underutilization of the area and a menace to the public health, safety and welfare.

#### Economic Liability

The District, through a combination of defective, non-existent or inadequate street layout, unsanitary or unsafe conditions, deterioration of site improvements, and the

existence of conditions which endanger life or property by fire or other causes constitutes an economic liability to the City, the underlying taxing districts and the owners of the District's property.

These conditions make this portion of Belleville an economic liability to the City in that their existence has constrained investment (and reinvestment) by private enterprise in the District, and limited economic activity within, and tax revenue generated by, the District. Information provided by City officials shows that there has been one permit issued in the District in the last 10 years (issued for one detached 20'x40' wood deck in 2008, with an estimated value of \$3,000). Property record cards from the St. Clair County Assessors' Offices show that the one building in the District is 41 years old (built in 1975). Both the lack of improvements and age of the building in the District demonstrate the lack of investment within the District. Despite the significant locational advantages of the District (directly accessible by W. Main Street, a major commercial arterial road with an average daily traffic county (ADT) of 15,800 vehicles in 2013: IDOT), the City receives less tax revenue than it would reasonably anticipate being available from the District to support the public services, and investment in public improvements and utilities, that it must provide to its citizens and property owners.

In the same manner, the combination of these factors constitutes an economic liability for underlying taxing jurisdictions. These jurisdictions – which rely, in large part, on development on well-situated property (such as that located on a major arterial road) to create taxable value that in turn generates the revenues these taxing bodies require to provide adequate services and capital investments – receive less property tax revenue than would reasonably be expected to be produced from the District, as the equalized assessed value of the District has declined in each of the last five calendar years (over 61% in total decline since 2010), and has grown at an annual rate that is less than the remainder of the City, and less than the Consumer Price Index for All Urban Consumers, for each of the last five calendar years as well.

The existence of these factors also constitutes an economic liability for the property owner within the District. Such conditions are disadvantageous to attracting patrons to the commercial activities on the property, and are detrimental to the sale, re-tenanting, reuse and redevelopment of the property (and buildings) as well.

#### Social Liability

The District, through the combination of unsanitary or unsafe conditions, deterioration of site improvements, and the existence of conditions which endanger life or property by fire or other causes, as presented in detail in this Eligibility Study, are hazardous to the health, safety and welfare of the public and therefore constitute a social liability.

### Economic Underutilization

The combination of defective, non-existent or inadequate street layout, unsanitary or unsafe conditions, deterioration of site improvements, and the existence of conditions which endanger life or property by fire or other causes also cause the economic underutilization of this portion of the community. The presence of these factors has lessened the attractiveness of the District for private investment, as shown, particularly in the deteriorating conditions of site improvements, and excessive vacant commercial spaces, within the District. Further, the economic underutilization of the District is mirrored in its equalized assessed value (EAV), which has declined for each of the last five calendar years, and has grown at a rate that is less than the remainder of the City, and less than the Consumer Price Index for All Urban Consumers, during this period of time.

### Menace to the Public Health, Safety, Morals or Welfare

Such factors noted above, and others discussed previously, specifically those concerning unsanitary and unsafe conditions, and conditions which endanger life or property by fire or other causes are also likely to cause harm to the public health, safety and welfare; as such, they represent a menace to the public health, safety and welfare.

## **F. Summary**

The proposed District is found to be a "Blighted area" due to the combination of factors noted throughout this report that make the District an economic liability, a social liability, an economic underutilization of the area, and a menace to the public health, safety and welfare.



Economic Development Resources  
200 South Hanley Road  
Suite #601  
St. Louis, Missouri 63105

# 6401 WEST MAIN STREET MARKETPLACE BUSINESS DISTRICT

## ELIGIBILITY STUDY

City of Belleville, Illinois

May 4, 2016



Economic Development Resources  
St. Louis, Missouri

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## SECTION I

### BASIS FOR FINDING AS A BLIGHTED AREA

#### A. Introduction

Business districts are authorized by the Illinois Municipal Code, specifically in 65 ILCS 5/11-74.3 et seq. (the “Business District Development and Redevelopment Law” or the “Law”). The Law sets forth the requirements and procedures for establishing a business district, including making a determination that there exists conditions that cause the business district to be classified as a “Blighted area” and therefore enabling a municipality to impose an additional retailers’ occupation tax, service occupation tax and hotel operators’ occupation tax. The purpose of this report is to provide a document that demonstrates that the area under consideration for designation as a business district is a “Blighted area”, as that term is defined in the Law.

The proposed 6401 West Main Street Marketplace Business District (the “District”) consists of one parcel (and abutting rights-of-way) in the City of Belleville, located on the northeast side of W. Main Street, generally between N. 66<sup>th</sup> Street and N. 64<sup>th</sup> Street. The location of this approximately six acre District is shown on **Exhibit A – Boundary Map**.

The portion of the City reviewed for this Study meets the eligibility requirements as a “Blighted area”, as found in the Law.

#### B. Statutory Qualifications

A “Blighted area” as defined in the Law means “an area that is a blighted area which, by reason of the predominance of defective, non-existent, or inadequate street layout, unsanitary or unsafe conditions, deterioration of site improvements, improper subdivision or obsolete platting, or the existence of conditions which endanger life or property by fire or other causes, or any combination of those factors, retards the provision of housing accommodations or constitutes an economic or social liability, an economic underutilization of the area, or a menace to the public health, safety, morals, or welfare.”

#### C. Investigation and Analysis of Blighting Conditions

In determining whether or not this portion of the City meets the eligibility requirements of the Law, various methods of research and field surveys were utilized. These included:

- Contacts with individuals knowledgeable as to: conditions and history of this portion of the City; age of buildings and site improvements; development patterns; real estate matters and related items. Existing information pertaining to public utilities in this portion of the City was also reviewed, as was information regarding the City on file with St. Clair County; and,



6401 West Main Street Marketplace Business District  
Business District Eligibility Study  
City of Belleville, Illinois  
**ENDOR**  
Economic Development Resources

-  District Boundary
-  Parcel



0 200 400 Feet

## EXHIBIT A Boundary Map

- On-site field examinations of conditions within the District were conducted by the staff of Economic Development Resources L.L.C. (EDR) in conjunction with the City's Building Inspector, Electrical Inspector, and members of the City's Fire Department and Economic Development, Planning and Zoning department.

#### **D. The Area Proposed for the Business District**

The area proposed for designation as a "Business District" is approximately six acres in size, located on the northeast side of W. Main Street, generally between N. 66<sup>th</sup> Street and N. 64<sup>th</sup> Street. The area contains one parcel (and abutting rights-of-way) and is shown on **Exhibit A – Boundary Map**. This area has been found to meet the eligibility requirements as a "Blighted area".

#### **E. Review of Qualifications of the Proposed Business District**

##### **1. Defective, non-existent or inadequate street layout**

The District contains three streets: W. Main Street N. 64<sup>th</sup> Street, and N. 66<sup>th</sup> Street.

N. 64<sup>th</sup> Street is not a public right-of-way; this active roadway is part of the privately-owned parcel in the District. The first 245 feet of this roadway (northeast from W. Main Street) is used for open, unrestricted, and undesignated two-way traffic for the property in the District, as well as the three abutting properties; the remaining 160 feet is split by a landscaped median, creating two separate drives, each intended for one-way traffic. The easternmost drive (intended for northbound traffic) is split between two abutting parcels (of which the western parcel is located in the District). This layout is defective as vehicles accessing the rear of the buildings in the District are forced to travel through abutting private parcels to the east.

There are no sidewalks on N. 64<sup>th</sup> Street or N. 66<sup>th</sup> Street, forcing pedestrians to walk in the active driving lane or in the abutting grass lawns. Further, there are no pedestrian signals, crosswalk lanes or other pedestrian safety system present on N. 64<sup>th</sup> Street at W. Main Street, forcing pedestrians to cross N. 64<sup>th</sup> Street (utilized by commercial delivery trucks) without the benefit of such safety measures, demonstrating inadequate street layout within the District. In addition, there are no pedestrian signals, crosswalk lanes or other pedestrian safety systems present along W. Main Street, a major arterial in the City (Annual Average Daily Traffic (2013) of 15,800 and utilized by commercial delivery trucks) or N. 66<sup>th</sup> Street intersecting the entrance drives to the District, further demonstrating this condition.

N. 64<sup>th</sup> Street and N. 66<sup>th</sup> Street are impacted by defective layout in that these streets lack a curb and gutter system. Therefore, all storm water within these portions of the District drains off the streets' pavement and onto abutting properties. Further, neither N. 64<sup>th</sup> Street nor N. 66<sup>th</sup> Street contain any traffic striping, demonstrating a defective and inadequate layout for two-way traffic.

## 2. Unsanitary or unsafe conditions

Field research by EDR has identified unsanitary or unsafe conditions throughout the District. Such conditions include, but are not limited to, those enumerated below:

- The lack of sidewalks on N. 64<sup>th</sup> Street and N. 66<sup>th</sup> Street, and lack of pedestrian signal, crosswalk lane or other pedestrian safety systems at intersections and access drives in the District, force pedestrians to cross active driving lanes without the benefit of such pedestrian safety measures;
- The water supply to the building has no separation between domestic use and fire suppression use;
- Lack of adequate fire alarm and fire suppression systems, required fire walls, and functional emergency lighting systems throughout the building;
- Electrical panel covers are not properly installed, leaving large gaps between the panel and front covers, as well as the lack of electrical panel indexing throughout the building;
- Multiple instances of exposed wiring (and open utility boxes and panels) on the exterior of the building;
- Multiple instances of unenclosed and open dumpsters and grease traps, as well as dumping of miscellaneous debris and building supplies in unrestricted portions of the District (including, but not limited to, cleaning supplies, four gallon buckets of grease, and rotting wood platforms and pallets);
- Unoccupied portions of the building have uncapped waste water lines, allowing sewer gas to escape;
- Pedestrian walkways and steps servicing the District are cracked, crumbling, rotted and offset, creating a tripping hazard for patrons in the District;
- A lack of adequate disabled parking signage throughout the District; existing signage for disabled parking is bent (nearly touching the ground) and not functional, creating a safety hazard for pedestrians and vehicular traffic traversing the District;

- The primary access point to the District at N. 65<sup>th</sup> Street from W. Main Street is lacking adequate designation for ingress and egress, resulting in an unsafe intersection for vehicular traffic accessing the District;
- The walking and parking areas along the southeast wall of the building are not separated or divided from the active driving lane of N. 64<sup>th</sup> Street, creating an unsafe condition for pedestrians and vehicular traffic within the District;
- Field research identified a lack of any storm water inlet or sewer throughout the entirety of the District. Storm water was observed flowing from parking areas and walkways to the northeast corner of the District. This condition results in pools of standing water throughout the District (creating a breeding ground for mosquitoes and other insects), and instances of significant erosion and drop-off on the northeast corner of the District, unsafe for pedestrians and patrons;
- Discussions with persons knowledgeable of site conditions have identified that the sewer lateral located at the rear of the building (commencing at the grease trap in the rear of the building and terminating at a manhole located in N. 66<sup>th</sup> Street) is partially clogged and requires cleaning;
- A large portion of the District is subject to mine subsidence, a condition that is unsafe and endangers the property itself. Information provided by the Illinois State Geological Survey (ISGS) and the Department of Natural Resources (DNR) reveals that coal mining was conducted beneath the District for more than 21 years, between 1882 and ending in 1903. More than 65% of the District is underlain by this unused mine. The District is at risk due to the fact that subsidence can occur beyond the area actually mined; and,
- Site visits in March 2016 identified 37 light standards in the District that were not working, and significant portions of the District which have little, or no, measureable light (as identified by measuring the light levels throughout the District), resulting in portions of the District having levels of illumination below that recommended by the Illuminating Engineering Society of North America (IESNA) for parking lots, sidewalks, footpaths, and grounds around open parking lots.

### **3. Deterioration of site improvements**

Site improvements refer to either buildings on site, or other types of improvements to sites, such as driveways, sidewalks, light fixtures, steps, utilities, retaining walls, etc. Deterioration of buildings includes defects in primary components such as cracked or damaged foundations, frames, or roofs, as well as rotted, damaged or missing secondary building components such as doors, windows, porches, soffits, fascia, gutters and downspouts. Deterioration of other types of site improvements includes surface cracking, crumbling, potholes, depressions, and loose paving material in roadways,

alleys, off-street parking areas and surface storage areas, as well as rusting, rotting and damaged retaining walls, utilities in need of repair, and other similar improvements to a site. Field research by EDR has identified deterioration of site improvements throughout the District. Such conditions include, but are not limited to, those enumerated below.

### **Examples of Building Deterioration**

Examples of building deterioration within the District include, but are not limited to:

- The roof is damaged throughout, allowing water to infiltrate through open holes;
- The metal coping parapet cap on the top of the exterior masonry walls is missing in several locations, exposing rotting wood elements on top of the masonry wall;
- The bottom of the gutter along the eastern wall of the building has rusted through in numerous locations, and the water drainage system above the rear access door on the northeast wall of the building is broken and detached from the awning, damaging the exterior walls and eroding the building foundation below;
- The glass awning above an entryway to the building has multiple broken windows, and the metal support beam and bolts of that entryway are rusted;
- The wooden façade of the building is cracked, has holes in the exterior, and has loose panels and trim;
- Light standards are broken, hanging and rusting;
- The metal access door on the northwest corner of the building has holes in its exterior and is rusted, as are as the metal framing and ramps of the loading dock;
- Foam air seals around the loading dock doors have shreds of vinyl covering the remaining foam seals and are exposed to the elements;
- The exterior walls of the building are cracked and crumbling in numerous locations;
- An electrical outlet mounting box near an entry way to the building has failed, and electrical wiring inside the box is exposed; and,
- Plastic downspouts, in place to direct water away from the building foundation, are cracked and broken, eroding the building foundation below.

### **Examples of Site Deterioration**

- Four small storage sheds at the rear of the building are missing shingles, have holes in exterior walls, rotting wood exteriors, and rusted metal elements;
- Multiple sign poles within the District are rusted;
- The wooden fence behind the building has a gate that is loose from its hinges and dangling;
- The metal fencing around an area at the rear of the building is damaged and leaning;
- There are multiple protective bollards near the loading dock approach that are leaning and rusted; and,
- The asphalt and/or pavement of the parking lots, pedestrian walkways and stairs, and in the public rights-of-way of W. Main Street, N. 64<sup>th</sup> Street, and N. 66<sup>th</sup> Street within the District are cracked, crumbling and have depressions with potholes.

#### **4. Improper Subdivision or Obsolete Platting**

The platting of the parcel within the District is obsolete in that it failed to create rights-of-way for N. 64<sup>th</sup> Street. This roadway is positioned on more than one privately owned parcel. Access to the abutting parcels to the north is provided by a private street (N. 64<sup>th</sup> Street), which transects the District.

#### **5. Existence of conditions which endanger life or property by fire or other causes**

Field research by EDR identified conditions within the District which endanger life or property by fire or other causes. Such conditions include, but are not limited to, those enumerated below:

- The lack of sidewalks on N. 64<sup>th</sup> Street and N. 66<sup>th</sup> Street, and lack of pedestrian signals, crosswalk lanes, or other pedestrian safety systems at intersections and access drives in the District, force pedestrians to cross active driving lanes without the benefit of such pedestrian safety measures;
- The water supply to the building has no separation between domestic and fire suppression use;
- The temporary nature of the water supply line laying on the floor within the building necessitates leaving taps running during cold periods of the year to prevent water from freezing inside the line;

- Lack of adequate fire alarm or suppression systems, required fire walls, and functional emergency lighting systems throughout the building;
  - Electrical panel covers are not properly installed, leaving large gaps between the panel and front covers, as well as the lack of electrical panel indexing throughout the building;
  - Unoccupied areas of the building have uncapped waste water lines, allowing sewer gas to escape;
  - The lack of traffic striping on N. 64<sup>th</sup> Street and N. 66<sup>th</sup> Street endangers life and property for two way traffic in general, and especially when utilized by commercial delivery truck traffic;
  - A large portion of the District is subject to mine subsidence, a condition that is unsafe and endangers the property itself. Information provided by the Illinois State Geological Survey (ISGS) and the Department of Natural Resources (DNR) reveals that coal mining was conducted beneath the District for more than 21 years, between 1882 and ending in 1903. More than 65% of the District is underlain by this unused mine. The District is at risk due to the fact that subsidence can occur beyond the area actually mined; and,
  - Site visits in March 2016 identified 37 light standards in the District that were not working, and significant portions of the District which have little, or no, measureable light (as identified by measuring the light levels throughout the District), resulting in portions of the District having levels of illumination below that recommended by the Illuminating Engineering Society of North America (IESNA) for parking lots and walkways.
- 6. By reason of the predominance of, or any combination of, the abovementioned factors, the area proposed as a business district retards the provision of housing accommodations or constitutes an economic or social liability, an economic underutilization of the area, or a menace to the public health, safety, morals, or welfare.**

The portion of the City proposed as a business district is an area that is a “Blighted area” as, by reason of a combination of the factors discussed above, constitutes an economic liability, a social liability, an economic underutilization of the area and a menace to the public health, safety and welfare.

#### Economic Liability

The District, through a combination of defective, non-existent or inadequate street layout, unsanitary or unsafe conditions, deterioration of site improvements, and the

existence of conditions which endanger life or property by fire or other causes constitutes an economic liability to the City, the underlying taxing districts and the owners of the District's property.

These conditions make this portion of Belleville an economic liability to the City in that their existence has constrained investment (and reinvestment) by private enterprise in the District, and limited economic activity within, and tax revenue generated by, the District. Information provided by City officials shows that there has been one permit issued in the District in the last 10 years (issued for one detached 20'x40' wood deck in 2008, with an estimated value of \$3,000). Property record cards from the St. Clair County Assessors' Offices show that the one building in the District is 41 years old (built in 1975). Both the lack of improvements and age of the building in the District demonstrate the lack of investment within the District. Despite the significant locational advantages of the District (directly accessible by W. Main Street, a major commercial arterial road with an average daily traffic county (ADT) of 15,800 vehicles in 2013: IDOT), the City receives less tax revenue than it would reasonably anticipate being available from the District to support the public services, and investment in public improvements and utilities, that it must provide to its citizens and property owners.

In the same manner, the combination of these factors constitutes an economic liability for underlying taxing jurisdictions. These jurisdictions – which rely, in large part, on development on well-situated property (such as that located on a major arterial road) to create taxable value that in turn generates the revenues these taxing bodies require to provide adequate services and capital investments – receive less property tax revenue than would reasonably be expected to be produced from the District, as the equalized assessed value of the District has declined in each of the last five calendar years (over 61% in total decline since 2010), and has grown at an annual rate that is less than the remainder of the City, and less than the Consumer Price Index for All Urban Consumers, for each of the last five calendar years as well.

The existence of these factors also constitutes an economic liability for the property owner within the District. Such conditions are disadvantageous to attracting patrons to the commercial activities on the property, and are detrimental to the sale, re-tenanting, reuse and redevelopment of the property (and buildings) as well.

### Social Liability

The District, through the combination of unsanitary or unsafe conditions, deterioration of site improvements, and the existence of conditions which endanger life or property by fire or other causes, as presented in detail in this Eligibility Study, are hazardous to the health, safety and welfare of the public and therefore constitute a social liability.

### Economic Underutilization

The combination of defective, non-existent or inadequate street layout, unsanitary or unsafe conditions, deterioration of site improvements, and the existence of conditions which endanger life or property by fire or other causes also cause the economic underutilization of this portion of the community. The presence of these factors has lessened the attractiveness of the District for private investment, as shown, particularly in the deteriorating conditions of site improvements, and excessive vacant commercial spaces, within the District. Further, the economic underutilization of the District is mirrored in its equalized assessed value (EAV), which has declined for each of the last five calendar years, and has grown at a rate that is less than the remainder of the City, and less than the Consumer Price Index for All Urban Consumers, during this period of time.

### Menace to the Public Health, Safety, Morals or Welfare

Such factors noted above, and others discussed previously, specifically those concerning unsanitary and unsafe conditions, and conditions which endanger life or property by fire or other causes are also likely to cause harm to the public health, safety and welfare; as such, they represent a menace to the public health, safety and welfare.

## **F. Summary**

The proposed District is found to be a "Blighted area" due to the combination of factors noted throughout this report that make the District an economic liability, a social liability, an economic underutilization of the area, and a menace to the public health, safety and welfare.

## DEVELOPMENT AGREEMENT

This agreement made this 16th day of May, 2016 by and between the City of Belleville, Illinois (the "City") and **Allan Leving** ("**Allan Leving**");

### WITNESSETH:

**WHEREAS**, **Allan Leving** intends on investing a minimum of \$669,214.00 to complete the construction of a new financial services facility located at 4529 West Main Street in Belleville (the "Project"); and

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

### **Responsibilities of the City of Belleville**

1. Certification of project's location in Belleville Enterprise Zone for the Exemption of Sales Tax on Building Materials used exclusively for the construction (Savings estimated at \$16,200.00) of a financial services center located at 4529 West Main St.
2. Abate 50% of the incremental property taxes, within approved taxing districts (Estimated at \$6,923.00 annually) , directly related to improvements for five (5) years.
3. Participate in the 50-50 sidewalk program (estimated at \$5,800.00 for each party) for sidewalk and drive apron improvements on the West Main St. side of Parcel 08-18.0-210-002.

### **Responsibilities of Allan Leving**

- A. Invest no less than \$669,214.00 at 4529 West Main St. limited to the demolition of the existing facility and construction of a new financial services center no later than February 28, 2017, and;
- B. Retain two (2) FTE employees within the first year of operation, and;
- C. Create two (2) additional FTE job within the second year of operation, and;
- D. Allan Leving and any heirs and/or successors shall remain and operate at the site for no less than ten (10) years, and;
- E. Compliance with all existing and applicable Federal, State, County and Local laws and ordinances.

### **Penalties**

In the event that **Allan Leving** fails to meet its obligations under Sections (A), (B), (C), (D), or (E) of the section entitled "Responsibilities of **Allan Leving**" of the Development Agreement, all public funds provided under (2) and (3) of the section entitled "Responsibilities of the City of Belleville" received to date as per the Development Agreement from the City of Belleville shall be repaid to the City of Belleville and all remaining amounts to be provided if any, shall be terminated.

### **Miscellaneous**

1. **Entire Agreement.** This Agreement and any written amendments hereto shall constitute the entire agreement between the parties. Neither party shall be bound by any terms, conditions, statements or representatives, not herein contained. Each party hereby acknowledges that in executing this Agreement it has not been induced, persuaded or motivated by any promise or representation made by the other party, unless expressly set

forth herein. All previous negotiations, statements and preliminary agreements by the parties or their representatives are merged in this Agreement.

2. Validity. It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement is held by a court of law to be illegal or in conflict with any law of the State of Illinois, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.
3. Notices. Notices, or other communications required or which may be given under this Agreement shall be in writing, and delivered either personally, or by certified or registered mail, to the addresses indicated for each party below after their respective signatures, or to such other address as designated by a party similar notice to the other party. Date of notice shall be the date of delivery in the case of delivered notice or the date of posting in the mail in the case of mail notice.
4. Signage. Agree to allow City to place on the premises a sign indicating financial assistance has been provided by the City of Belleville for a minimum of fifteen (15) days each before and after opening of the facility.
5. Current with Payments. Agree to pay in full the City of Belleville on any outstanding invoices containing the name or names of the individual, company and/or corporation receiving the said inducements.
6. Execution of Agreement. If this agreement is not fully executed within sixty (60) days of City Council approval, it shall be considered null and void.
7. Prevailing Wage. Projects receiving incentives/inducements from the City of Belleville will be required to comply with the President's executive order no. 11246, as amended (prevailing wage).
8. Request of Payment. The party receiving inducements must officially request payment from the City. This must be done via letter to include documentation of property taxes paid, proof of payment for improvements made, etc. as outlined in the section titled "Responsibilities of **Allan Leving**".
9. Certification of Compliance. The party receiving inducements submit a completed "Annual Certification of Compliance With Development Agreement" form annually for the life of this agreement to document private investment, jobs created, etc. as outlined in the section titled "Responsibilities of **Allan Leving**".

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

By: \_\_\_\_\_  
MAYOR

ATTEST: \_\_\_\_\_  
CITY CLERK

Allan Leving  
1809 Olive  
St. Louis, MO 63103

By: \_\_\_\_\_  
Allan Leving, Owner

### Amendment to Amended Development Agreement

This Amendment to Amended Development Agreement, as amended, is entered into this \_\_\_ day of April, 2016, by and between the City of Belleville, Illinois (the City) and Reunion Development, LLC (Developer)

Whereas, the parties have entered into that certain Amended Development Agreement (ADA) effective as of July 7, 2003; and

Whereas, the parties believe it is in the best interest of the City and the community to amend the ADA as set forth hereinbelow to address the failure of remaining completed residential lots to be developed with housing due to economic stagnation and obsolence of previously existing and proposed home layouts and designs.

Now Therefore, the parties hereto agree as follows:

1. The words "15 ft." shall be deleted and replaced with the words "10 ft." in the last sentence of section 3.10. Furthermore, all references in the various exhibits pertaining to 7.5 feet shall be changed to 5 feet but only as they pertain to undeveloped lots within the Project
2. The parties acknowledge that the original builders proposed for the Project are no longer involved, and their referenced home models and corresponding details and elevations as set forth on exhibits to the ADA are no longer applicable or practical to accomplish the completion and development of the remaining lots within the Project. Specifically, the reference to the Independent Series, Traditions Series and Heritage Series, and data pertaining thereto, is hereby deleted. In lieu thereof, the home series or similar types thereto as attached hereto as Exhibit A shall be utilized to complete homes within the Project. Further, such models may all utilize front entry garages.

Except as set forth herein, the ADA shall remain in full force and effect according to all terms and provisions thereof.

Adopted this \_\_\_\_\_ day of April, 2016.

CITY OF BELLEVILLE

DEVELOPER:  
ReUnion Development, LLC

\_\_\_\_\_  
City Mayor

\_\_\_\_\_  
Scott A. Sachtleben, Manager

Attest:

\_\_\_\_\_  
City Clerk

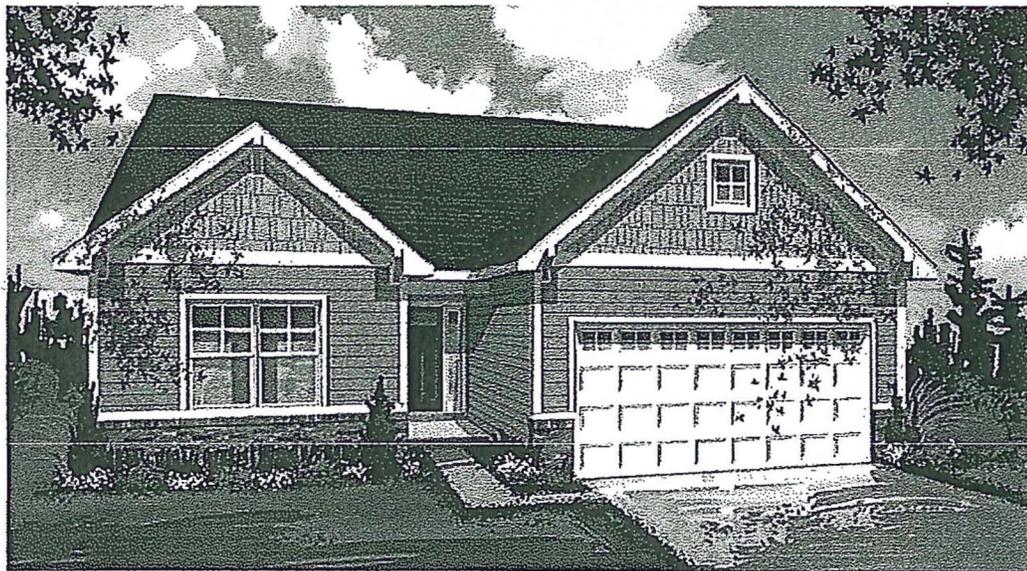
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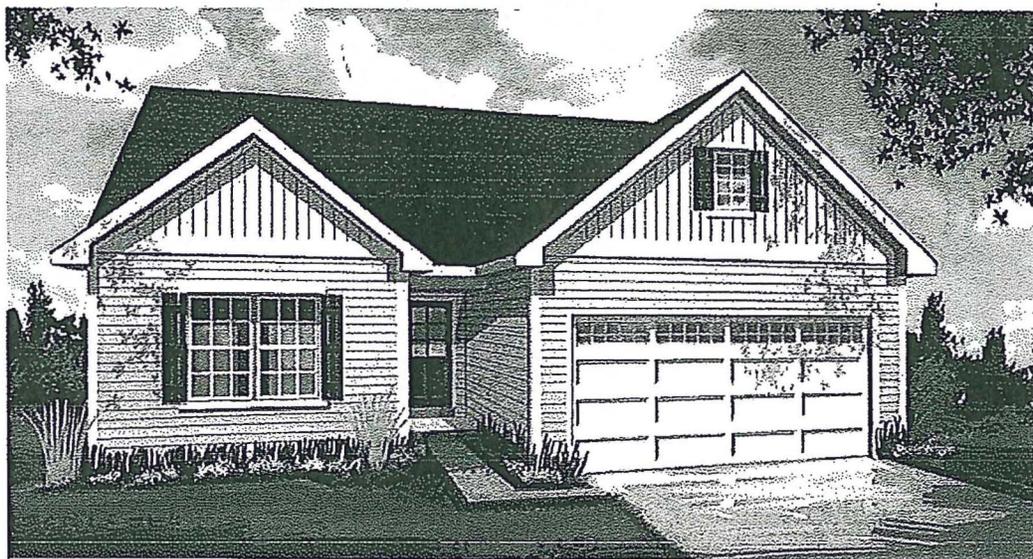


# THE HERITAGE COLLECTION

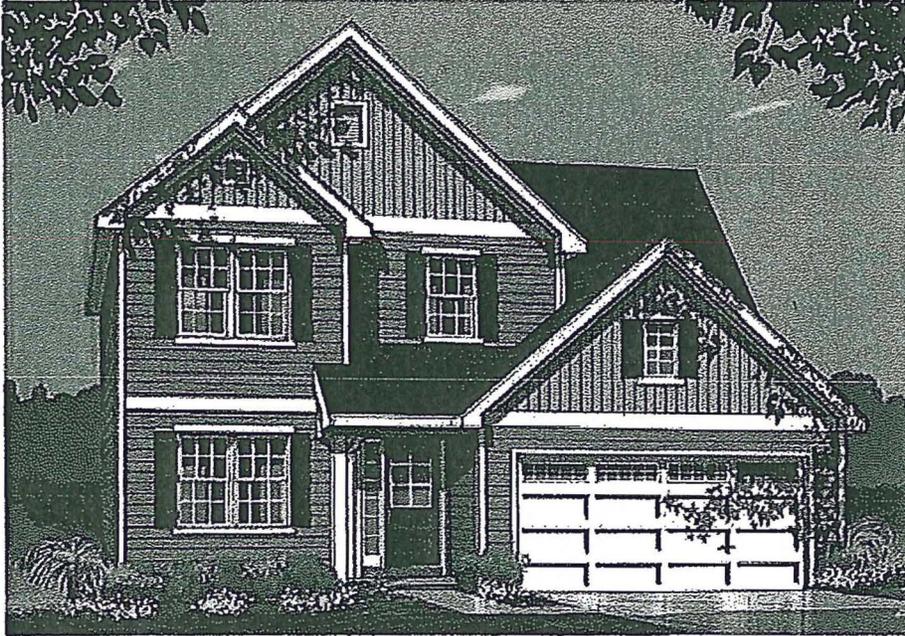
## THE WHITNEY



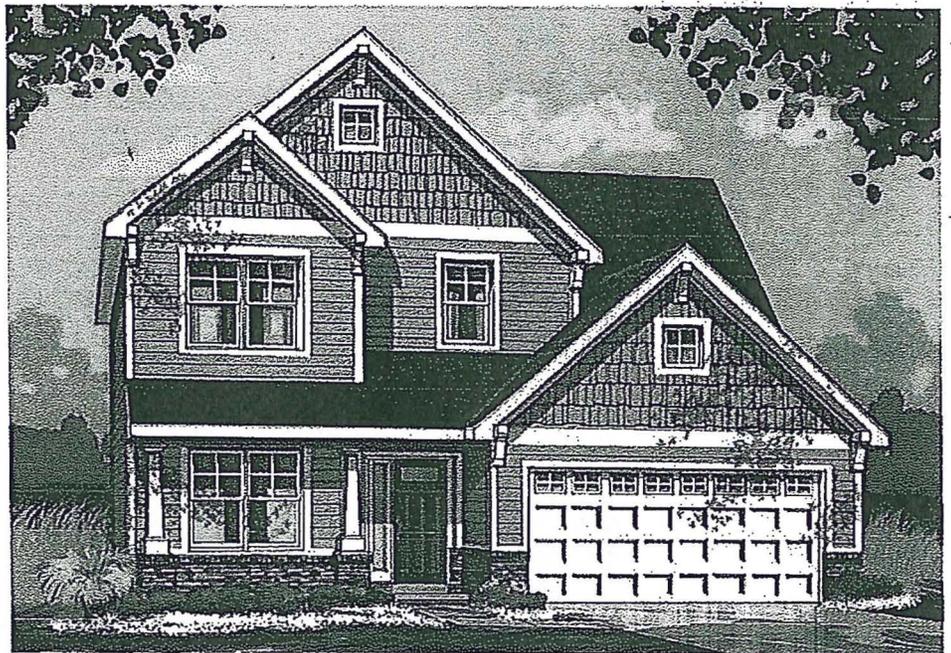
CRAFTSMAN ELEVATION D



COTTAGE ELEVATION B



COTTAGE ELEVATION B



CRAFTSMAN ELEVATION D



## ECONOMIC DEVELOPMENT, PLANNING AND ZONING DEPARTMENT MEMORANDUM

**Meeting Date:** May 4, 2016

**To:** Planning Commission

**From:** Annissa G. McCaskill, EDPZ Director

**Subject** Bank of America (1911 Carlyle Avenue): Site Plan, Landscape Plan and Architectural Elevations

**Action Requested:** Gensler, on behalf of Bank of America, is requesting a recommendation by Planning Commission to City Council regarding the above-referenced Site Plan.

**Property Description :** 1911 Carlyle Avenue (08-24.0-206-059) is an approximately 1.7 acre parcel of land located approximately 182 feet from the intersection of Carlyle Avenue and Green Mount Road. The Petitioners proposed to utilize approximately 32,745 feet (.75 acres). The subject site is vacant and has been utilized in the past for agricultural uses.

**Property Owner/Applicant:** CMJ Properties, LLC/Gensler

**Current Zoning** C-4 General Commercial

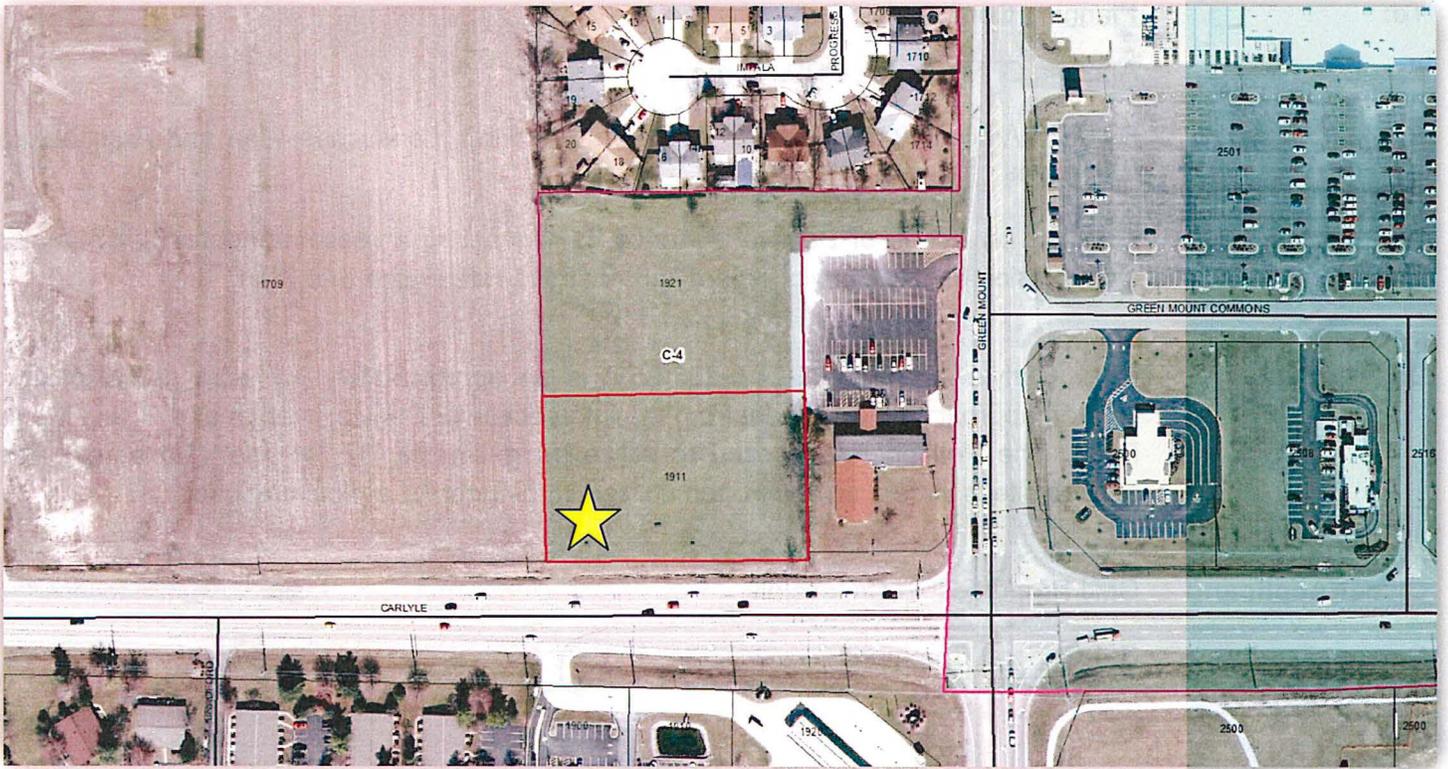
*Google Image*



**Site Access:** Access to the Bank of America Site will be via one (1) curb cut on Carlyle Avenue. Cross-access for future development will also be provided.

**Surrounding Zoning & Land Uses:**

To the North of the subject site is another C-4 General Commercial parcel that is also owned by CMJ Properties LLC. To the east is a church located in unincorporated St. Clair County. To the west is another unincorporated St. Clair County parcel, that is also used for agricultural uses. Across Carlyle Avenue to the South are commercially-used St. Clair County parcels.



**Comprehensive Plan:** The Future Land Use Map designates this area as General Commercial.

**Analysis:** The Petitioners propose to build 3,730 square foot bank with drive-up ATM services. There are no teller windows for exterior services. The proposed building is 21 ft in height to the top of the high parapet and is to be a "Dutch Gray Velour" field brick, with a darker accent brick. Aluminum-faced composite wall panels in the traditional Bank of America red and white are present with other components such as stucco, metal coping and aluminum glazing frame for the windows and entrance- area glass.

The required parking per the City of Belleville Zoning Code is 1 space per 300 square feet of gross floor area. The required parking for this site is 13 parking spaces, however the Petitioners have provided 29 standard spaces and 2 handicapped-accessible spaces, for a total of 31 spaces for the site. There are no buffering requirements for the site, however City of Belleville Code requires that landscaping be provided for parking

lots with twenty (20) or more parking spaces. In these instances, five percent (5%) of the total parking lot area must be landscaped. The landscape plan provided exceeds the requirements of the Code.

**Staff**

**Recommendation:** Based on the overall quality of proposed Site Plan, Landscape Plan and Architectural Elevations, staff recommends approval.

**Voting Options:** The Planning Commission has the following options when considering a Preliminary Plat application:

- Recommend approval as submitted
- Recommend approval with additional conditions
- Tabling the agenda item to a specific date with clarification of intent and purpose
- Recommend denial

**City Council**

Should the Planning Commission take action and make a recommendation on this agenda item, this Site Plan will be scheduled for City Council action on May 16, 2016.

**Attachments:**

Site Plan  
Landscape Plan  
Architectural Elevations



**Public Building Improvements - Bid Package #6**

Phase I - Renovation of 720 W. Main Street for Use as Police Headquarters

Phase III - Parking Structure on 103 S. 7th Street

Belleville, IL  
April 29, 2016

**Subcontractor Bid Results**

**ITEM OF WORK:** Interior Signage

SUBCONTRACTOR	Phase I	Phase III	Total Ph I & III	REMARKS
Demond Signs, Inc.	\$17,424.00	\$500.00	\$17,924.00	
Foppe Visual Communication	\$13,863.23	-	\$13,863.23	
Summit Sign & Graphics, LLC	-	-	\$35,839.81	No Interior/Exterior Breakout Provided
Takeform	\$13,182.00	\$489.89	\$13,671.89	
<b>IMPACT GMP Allowance</b>	<b>NA</b>	<b>NA</b>	<b>\$15,000.00</b>	

**ITEM OF WORK:** Exterior Signage

SUBCONTRACTOR	Phase I	Phase III	Total Ph I & III	REMARKS
Demond Signs, Inc.	\$20,292.00	-	\$20,292.00	
Foppe Visual Communication	\$21,000.00	-	\$21,000.00	
Summit Sign & Graphics, LLC	-	-	-	Included In Interior Pricing Above
Takeform	\$20,466.94	-	\$20,466.94	Installation Not Included
<b>IMPACT GMP Allowance</b>	<b>NA</b>	<b>NA</b>	<b>\$30,000.00</b>	



**Public Building Improvements - Bid Package #6**

Phase I - Renovation of 720 W. Main Street for Use as Police Headquarters

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<b>IMPACT GMP Allowance</b>	<b>NA</b>	<b>NA</b>	<b>\$30,000.00</b>	



General Terms: The following terms apply to both lease agreements and rental agreements.

You agree to all the terms and conditions shown below and on the reverse side of this Lease/Rental, that those terms and conditions are a complete and exclusive statement of our agreement and that they may be modified only by written agreement and not by course of performance. You agree that this Lease/Rental cannot be terminated except as provided for in this Lease/Rental. You acknowledge receipt of a copy of this Lease/Rental.

**This lease/rental may not be terminated early.**

1. **Indemnity and Hold Harmless.** To the fullest extent permitted by law, you shall and agree to indemnify the Dealer against, and hold the Dealer harmless from, any and all claims, losses, actions, suits, proceedings, costs, expenses, damages and liabilities (including but not limited to negligence, tort and strict liability), including reasonable attorneys' fees, arising out of, connected with, or resulting from the equipment or this Agreement, including without limitation, the manufacture, selection, delivery, leasing, renting, control, possession, use, operation, maintenance or return of the equipment. You shall further indemnify the Dealer and hold the Dealer harmless from all loss and damage to the equipment during the term of this Agreement.
2. **Collection Charges:** If any part of a payment is more than 30 days late, you agree to pay a late charge of 10% of the payment which is late or, if less, the maximum late charge allowed by applicable law. You agree to pay a charge of \$25 for each check returned for non-sufficient.
3. **Ownership of Equipment:** We are the owner of the equipment and have title to the equipment.
4. **Location and Return of Equipment:** You will keep and use the equipment only at your address shown above. You agree that the equipment will not be removed from that address unless you get our written permission in advance to move it. At the end of the Agreement's term, Watts will agree to remove the equipment at no charge to the City of Belleville.
5. **Maintenance, Installation and Insurance:** You are responsible for protecting the equipment from damage except ordinary wear and tear and from any other kind of loss while you have the equipment. If the equipment becomes damaged, you agree to pay rental/lease payments and will be responsible for the full cost of repairing the equipment. If the equipment is lost, stolen or destroyed, you agree to purchase the equipment from us for the full list price as established by us at the time of the rental. You agree to keep the equipment insured against all risks of loss or damage from every cause whatsoever for not less than the full replacement value thereof.
6. **Default.** You will be in default under this Agreement if you (a) fail to pay rent or make any other payment when due under this Agreement, or (b) fail to make payment when due on any other indebtedness you owe us arising independently of this Agreement, or (c) fail to perform or observe any term, covenant, promise, obligation or condition under this Agreement, or any other instrument or document executed in connection with this Agreement, or (d) you become insolvent (however defined), cease doing business as a going concern, make an assignment for the benefit of creditors, or cause a petition for receiver or in bankruptcy to be filed by or against you (including a petition for reorganization or an arrangement). If you are in default under this Agreement, we shall have the right to exercise concurrently or separately, and without any election of remedies to be deemed made, the following remedies: to declare the entire amount of rent hereunder immediately due and payable as to any or all items of equipment, without notice or demand to you; to sue for and recover all rents, and other payments, then accrued or thereafter accruing, with respect to any and all items of the equipment; to take possession of any or all items of equipment without demand, notice or legal process, wherever they may be located and you hereby waive any and all damages occasioned by such taking of possession and any said taking of possession shall not constitute a termination of this Agreement as to any or all items of equipment unless we expressly so notify you in writing; to terminate this Agreement as to any or all items of equipment; and to pursue any other remedy at law or in equity.
7. **Freight/Fuel/Handling charge** will apply.
8. **No Waiver; Severability.** The failure of one party to enforce at any time any of the provisions or terms of this Agreement shall not be construed to be a waiver by such party to enforce such term provision or any other term or provision of this Agreement. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement or the application thereof to any person, entity or circumstances shall be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.
9. **Liability.** We are not responsible for any losses or injuries caused by installation or use of the equipment.
10. **Facsimile Signatures.** You agree that a facsimile copy of this Agreement bearing authorized signatures may be treated as an original.
11. You authorize us to change your payment amount in the event you choose to add additional accessories after initial installation. We will send you notice of any such changes.
12. **Meter Readings.** If applicable, the Customer shall provide accurate and timely meter readings at the end of each applicable billing period by means as specified by us. We shall have the right, upon reasonable prior notice to you, and during your regular business hours, to inspect the equipment and to monitor the meter readings. If your meter readings are not received in the time as specified by us, the meter readings may be obtained electronically or by other means or may be estimated by us subject to reconciliation when the correct meter reading is received by us.
13. **Attorney's fees and costs.** If we have to take possession of the equipment, you agree to pay the cost of repossession.
14. This Agreement shall be subject to and governed by the laws of the State of Illinois. Any action or proceeding arising out of or which is directly or indirectly related to this Agreement shall be commenced and maintained only in courts located in St. Clair County, Illinois. Each party, by their respective execution of this Agreement, consents and submits to the jurisdiction of any state or federal court located within St. Clair County, Illinois.
15. Each party waives any right that the party may otherwise have to transfer or change the venue of any action or proceeding brought against that party by the other party to this Agreement which arises out of or is directly or indirectly related to this Agreement.
16. Attached as Exhibit "A" and by reference made a part hereof is a copy of Section 3: Contract Requirements of the RFP prepared by the City of Belleville for the lease and maintenance services for the copier/printer machines covered by this Agreement. The parties hereto agree that all the Contract Requirements specified in this Section 3 are hereby incorporated into and made a part of this Agreement, and that to the extent any provision of this Agreement conflicts with the Contract Requirements specified in said Section 3, then the Contract Requirements specified in said Section 3 of the RFP shall prevail.

**Guaranty**

In the guaranty, "I" means the person making the guaranty, and "you" means Watts Copy Systems. I guaranty that the Customer will make all payments and pay all the other charges required under the lease/rental agreement when they are due and will perform all other obligations under the lease/rental agreement fully and promptly. I also agree that you may make other arrangements with the Customer and I will still be responsible for those payments and other obligations. You do not have to notify me if the Customer is in default. If the Customer defaults, I will immediately pay in accordance with the default provisions of the lease/rental agreement all sums due under the original terms of the lease/rental agreement and will perform all other obligations of Customer under the lease/rental agreement. I will reimburse you for all the expenses you incur in enforcing any of your rights against the Customer or me, including attorney's fees. If this is a corporate guaranty, it is authorized by the Board of Directors of the guaranteeing corporation. Customer warrants that its authorized agent has read the terms of this Agreement, understands this agreement and does sign this agreement on behalf of Customer as Customers free act and deed. The below signor for Customer warrants that he/she is duly authorized to bind Customer to each and every term of this Agreement.

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NAME OF CORPORATION

---

SIGNATURE

DATED \_\_\_\_\_



## BELLEVILLE FIRE DEPARTMENT

1125 South Illinois Street, Belleville, IL 62220

Phone (618) 234-2236 Fax (618) 277-0105

*fire@belleville.net*



### FIRE SAFETY CONSTRUCTION PERMIT FEE SCHEDULE

Life Safety Plan Review Fee:	\$50.00 review and processing fee for the first \$10,000.00 of construction cost, plus an additional \$1.00 for each one thousand (\$1,000.00) dollars or portions there of above the first ten thousand (\$10,000.00) of construction cost. Such fees shall include inspections throughout and anytime during construction, including but not limited to: <ol style="list-style-type: none"><li>1) Temporary stocking or temporary occupancy</li><li>2) Final inspection and occupancy permit</li></ol>
Site Plan Review:	\$50.00 permit fee
Kitchen Hood Suppression:	\$50.00 permit fee for any new systems, modifications or upgrades of existing systems. This includes plan review, rough-in of hood, duct & wrap, clean-outs, fuel interlocks and a full wet function test.
Clean-Agent Fire Suppression:	\$50.00 permit fee for plan review, and \$2.00 per one-thousand (\$1,000.00) of system cost. This fee applies to any new systems, modifications or upgrades of existing systems, and includes inspections necessary to ensure proper function.
Water-based Fire Protection:	\$50.00 permit fee for plan review, and \$2.00 per one-thousand (\$1,000.00) of sprinkler system cost. This fee applies to any new systems, modifications or upgrades of existing systems, and includes the following inspections: <ol style="list-style-type: none"><li>1) Rough-In of piping before ceiling installation</li><li>2) Hydrostatic test of piping</li><li>3) Final and alarm flow test</li></ol>
Underground Fire Lines:	\$50.00 permit fee for plan review, and includes the following inspections: <ol style="list-style-type: none"><li>1) Rough-In of piping and thrust-blocks before backfill</li><li>2) Witnessed flush (contractor to provide and secure burlap bag to catch debris), at flow rates as stated per NFPA 24.</li><li>3) Hydrostatic test of piping.</li></ol>
Fire Alarms:	\$50.00 permit fee for plan review, and \$2.00 per one-thousand (\$1,000.00) of sprinkler system cost. This fee applies to any new systems, modifications or upgrades of existing systems, and includes the following inspections: <ol style="list-style-type: none"><li>1) Rough-In of alarm system, prior to ceiling cover-up</li><li>2) Acceptance test each device</li></ol>
All Other Permits:	\$50.00 permit fee for plan review, and \$2.00 per one-thousand (\$1,000.00) of project cost for Flammable Liquid, Hazardous Materials, Compressed Gasses, LPG and all other system installations/modifications.
Re-inspection Fees:	Any failed test or inspection that requires a return visit is subject to an additional \$25.00 fee that must be paid prior to occupancy.



# EMEX, LLC Custom Pricing Analysis

Prepared For:

**City of Belleville**

## About EMEX, LLC:

EMEX, LLC is a privately-held firm providing energy procurement & analysis services in deregulated regions of the United States. EMEX's complete portfolio of services and proprietary, online platforms are entirely focused on reducing the cost of energy in real-time for business and government consumers. EMEX's mission is to put the Power to save money in the hands of its clients with smart, ground-breaking technology designed to dramatically simplify energy procurement. Core to EMEX is the Flagship product brand EMEX™ Reverse Auction Platform, recognized for its Innovation and Excellence.

The EMEX Platform enables commercial and industrial customers to compare prices, receive in-depth analysis, and order executable contracts from up to 15 competing National Retail Energy Suppliers. The EMEX Platform serves as a unique business resource that creates unsurpassed transparency while allowing our clients to better manage and control their electricity costs. EMEX provides fixed rates, variable rates and hybrids to all business types from small commercial to large industrial, as well as analysis of current and historical market trends. Our fully automated online platform simplifies the process for our customers to easily switch to a lower-cost energy provider.

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# EMEX, LLC Custom Pricing Analysis - Pricing Summary

**Prepared For:** City of Belleville  
**Analysis Date:** Wednesday, May 04, 2016  
**Start Month:** May-17



## Reserve Bid Analysis

<i>Your Current Supplier and Benchmark Price to Compare</i>						
Current Supplier Name	Term (Months)	Price (\$/therm)	Quote Type	Est. Annual Usage (therms)	Supply-Related Taxes	Est. Annual Supply Cost
Ameren	N/a	\$0.46738	Tariff	92,466	N/a	\$ 43,216.76
<i>Quotes Obtained by EMEX</i>						
Supplier Name	Term (Months)	Price (\$/therm)	Quote Type	Est. Annual Usage (therms)	Supply-Related Taxes	Est. Annual Supply Cost
Constellation Energy	12	\$0.42460	Fixed	92,466	N/a	\$ 39,261.06
Constellation Energy	18	\$0.42230	Fixed	92,466	N/a	\$ 39,048.39
Constellation Energy	24	\$0.42570	Fixed	92,466	N/a	\$ 39,362.78
<b>Constellation Energy</b>	<b>36</b>	<b>\$0.42900</b>	<b>Fixed</b>	<b>92,466</b>	<b>N/a</b>	<b>\$ 39,667.91</b>
Santanna Energy	12	\$0.43380	Fixed	92,466	N/a	\$ 40,111.75
Santanna Energy	18	\$0.43170	Fixed	92,466	N/a	\$ 39,917.57
Santanna Energy	24	\$0.43490	Fixed	92,466	N/a	\$ 40,213.46
Direct Energy	12	\$0.45900	Fixed	92,466	N/a	\$ 42,441.89
Direct Energy	18	\$0.47800	Fixed	92,466	N/a	\$ 44,198.75
Direct Energy	24	\$0.47900	Fixed	92,466	N/a	\$ 44,291.21
<b>Estimated Annual Savings</b>				<b>\$</b>	<b>3,548.85</b>	<b>8.21%</b>
<b>Estimated Savings Over Contract Term</b>				<b>\$</b>	<b>10,646.54</b>	

Estimated Annual Supply Costs are calculated using your actual or estimated historical usage data. These costs are for comparison purposes only and will change with your actual energy consumption each month.

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# EMEX, LLC Custom Pricing Analysis - Pricing Addendum

**Pricing Notes:**

**Charges Included in Pricing Summary:**

- Physical Gas
- Basis Costs

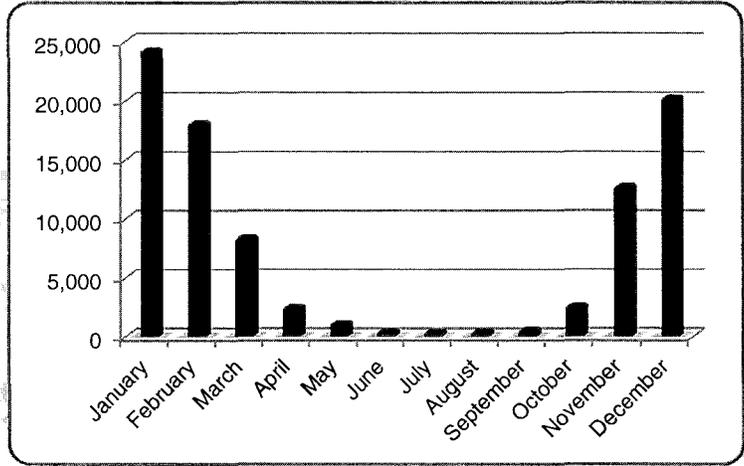
**Charges NOT Included in Pricing Summary:**

- Utility Delivery and Distribution Charges
- Sales and Local Taxes\*
- Meter Charges (If Applicable)

\*Other than SUT or GRT, If Indicated on Pricing Summary Sheet

## Energy Usage Summary

Billing Month	Energy Usage (therms)
January	24,324
February	18,155
March	8,451
April	2,547
May	1,184
June	510
July	433
August	434
September	650
October	2,652
November	12,805
December	20,321

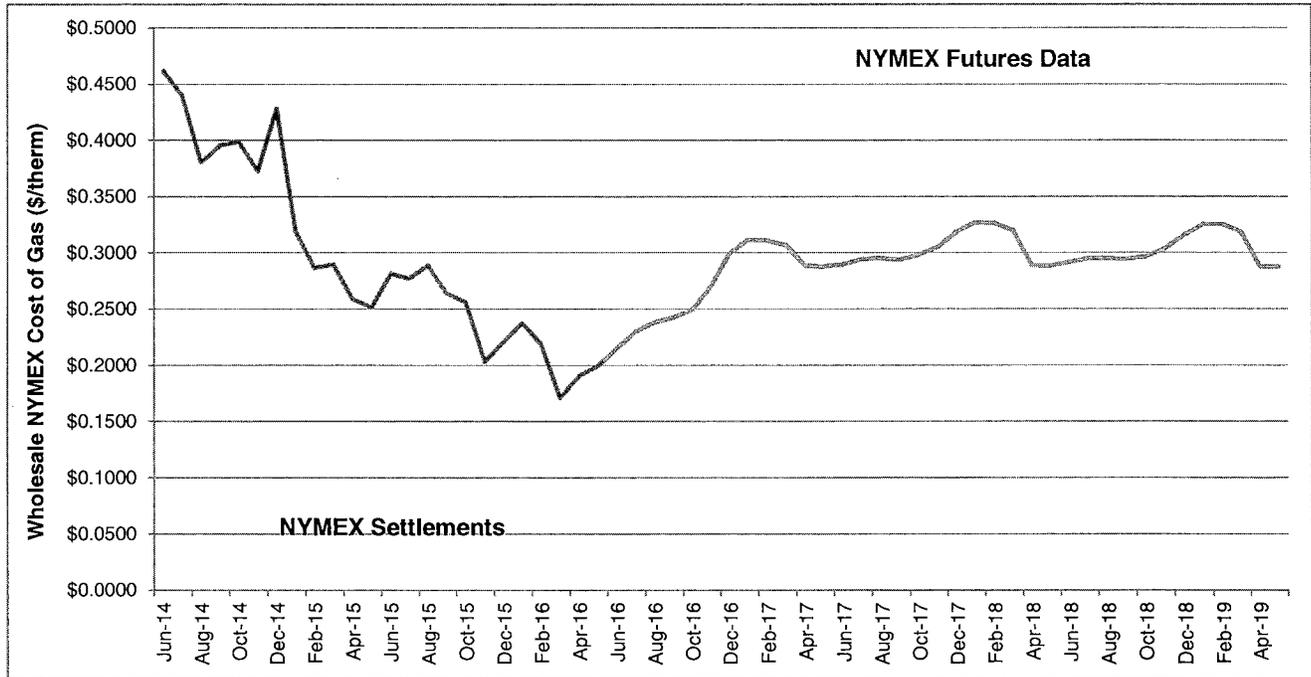


## Energy Account(s) Summary

Please See Account Number Addendum

## EMEX, LLC Custom Pricing Analysis - Pricing Addendum II

### 60 Month Wholesale NYMEX Trading History (Settlements & Futures)



### Utility Rate Overview - Last 24 Months

## EMEX, LLC Custom Pricing Analysis - Pricing Addendum III

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### Supplier Details

Supplier Name	Credit Status	Bandwidth Tolerance	Default Billing Option
Constellation Energy	Approved	100%	Consolidated Billing
Santanna Energy	Approved	25%	Consolidated Billing
Direct Energy	Approved	25%	Consolidated Billing

#### What is a Bandwidth Tolerance?

A Bandwidth Clause is an element of a fixed price that allows you to use a fixed percentage over or under your contracted monthly volumes. Energy consumed over or under the bandwidth tolerance could result in additional charges. This tolerance can also be stated via a Material Change clause that eliminates the set percentage and instead allows you to consume more or less energy, so long as you operate in a manner that is materially consistent with your past energy usage practices.

#### What are Default Billing Options?

With a **Consolidated Billing** option, you will continue to receive your invoices from your Utility provider, only now the supplier's charges will replace the Utility's supply charges. You will retain your Utility's billing structure and mailing addresses currently on file.

With a **Dual Billing** option, you will receive one invoice from your Utility provider for Delivery and Distribution charges and a separate invoice from the Supplier with your supply charges. Correct billing addresses must be established with the supplier on or after contracting.

## EMEX, LLC Custom Pricing Analysis - Account Number Addendum

Please ensure all account numbers you wish to be contracted are included in the summary below:

#	Service Address	City	State	Account Number
1	1125 S ILLI NO IS ST	Belleville	IL	0563119041
2	2200 W WASHINGTON ST	Belleville	IL	0926510731
3	450 ENVIRO NM ENTAL DR	Belleville	IL	1373109000
4	450 ENV IRONMENTAL OR	Belleville	IL	1733125014
5	315 CARLYLE AVE	Belleville	IL	1916700651
6	2115 FREEBURG AVE BLDG	Belleville	IL	2083066032
7	S CHURCH ST PLANT 1	Belleville	IL	2726605454
8	515 E D ST NICHOLS CE NTER	Belleville	IL	3691543374
9	720 W MAIN ST	Belleville	IL	4770096009
10	227 E MAIN ST	Belleville	IL	5065233294
11	36 S 88TH ST	Belleville	IL	5183554250
12	3414 W MAIN ST	Belleville	IL	5299307539
13	801 ROYAL HEIGHTS RO	Belleville	IL	5759262090
14	101 S ILLINOIS ST	Belleville	IL	5865093937
15	2 ELM DR	Belleville	IL	5948628490
16	800 S 6TH ST	Belleville	IL	6235823001
17	17 N 12TH ST UNIT A	Belleville	IL	6630039003
18	6200 W MAIN ST	Belleville	IL	6662981610
19	123 N CHURCH ST	Belleville	IL	7264328493
20	30 PUBLIC SQ	Belleville	IL	7360106736
21	10 W WASHINGTON ST	Belleville	IL	7752319853
22	121 E WASHINGTON ST	Belleville	IL	8062121774
23	117 S ILL INOI S ST	Belleville	IL	9368806570
24	450 ENV IRO NM ENTAL DR	Belleville	IL	9799138414
25	512 W Main St	Belleville	IL	4134932006
26	8800 West Main St	Belleville	IL	4439370730
27	17 N 12TH ST	Belleville	IL	4490733003
28	801 ROYAL HEIGHTS RD	Belleville	IL	7314662579
29	407 E Lincoln St	Belleville	IL	4785513002
30				
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40				

Actual savings may vary. Savings estimates are calculated according to actual or estimated benchmark pricing in relation to your historical energy consumption. All savings figures are based on current published utility tariffs or current third party supplier rates as provided to EMEX.

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# EMEX, LLC Custom Pricing Analysis

Prepared For:

**City of Belleville**

## About EMEX, LLC:

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The EMEX Platform enables commercial and industrial customers to compare prices, receive in-depth analysis, and order executable contracts from up to 15 competing National Retail Energy Suppliers. The EMEX Platform serves as a unique business resource that creates unsurpassed transparency while allowing our clients to better manage and control their electricity costs. EMEX provides fixed rates, variable rates and hybrids to all business types from small commercial to large industrial, as well as analysis of current and historical market trends. Our fully automated online platform simplifies the process for our customers to easily switch to a lower-cost energy provider.

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## EMEX, LLC Custom Pricing Analysis - Pricing Summary

**Prepared For:** City of Belleville  
**Analysis Date:** Wednesday, May 04, 2016  
**Start Month:** April-17



### Reserve Bid Analysis

<i>Your Current Supplier and Benchmark Price to Compare</i>						
Supplier Name	Term (Months)	Price (\$/kWh)	Quote Type	Est. Annual Usage (kWh)	Supply-Related Taxes	Est. Annual Supply Cost
Ameren	N/a	\$0.06272	Tariff	11,006,286	N/a	\$ 690,314.26

<i>Quotes Obtained by EMEX</i>						
Supplier Name	Term (Months)	Price (\$/kWh)	Quote Type	Est. Annual Usage (kWh)	Supply-Related Taxes	Est. Annual Supply Cost
Champion Energy	12	\$0.05522	Fixed	11,006,286	N/a	\$ 607,767.11
Champion Energy	18	\$0.05555	Fixed	11,006,286	N/a	\$ 611,399.19
<b>Champion Energy</b>	<b>24</b>	<b>\$0.05610</b>	<b>Fixed</b>	<b>11,006,286</b>	<b>N/a</b>	<b>\$ 617,452.64</b>
<b>Champion Energy</b>	<b>36</b>	<b>\$0.05682</b>	<b>Fixed</b>	<b>11,006,286</b>	<b>N/a</b>	<b>\$ 625,377.17</b>
Direct Energy	12	\$0.05551	Fixed	11,006,286	N/a	\$ 610,958.94
Direct Energy	18	\$0.05612	Fixed	11,006,286	N/a	\$ 617,672.77
Direct Energy	24	\$0.05670	Fixed	11,006,286	N/a	\$ 624,056.42
Direct Energy	36	\$0.05710	Fixed	11,006,286	N/a	\$ 628,458.93
AEP Energy	12	\$0.05621	Fixed	11,006,286	N/a	\$ 618,663.34
AEP Energy	18	\$0.05655	Fixed	11,006,286	N/a	\$ 622,405.47
AEP Energy	24	\$0.05726	Fixed	11,006,286	N/a	\$ 630,219.94
Energy.Me	12	\$0.05721	Fixed	11,006,286	N/a	\$ 629,669.62
Energy.Me	18	\$0.05718	Fixed	11,006,286	N/a	\$ 629,339.43
Energy.Me	24	\$0.05812	Fixed	11,006,286	N/a	\$ 639,685.34

<b>Est. Annual Savings (24 Month)</b>	<b>\$</b>	<b>72,861.61</b>	<b>10.55%</b>
<b>Est. Savings Over Contract Term (24 Month)</b>	<b>\$</b>	<b>145,723.23</b>	
<b>Est. Annual Savings (36 Month)</b>	<b>\$</b>	<b>64,937.09</b>	<b>9.41%</b>
<b>Est. Savings Over Contract Term (36 Month)</b>	<b>\$</b>	<b>194,811.26</b>	

Actual savings may vary. Savings estimates are calculated according to actual or estimated benchmark pricing in relation to your historical energy consumption. All savings figures are based on current published utility tariffs or current third party supplier rates as provided to EMEX.

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# EMEX, LLC Custom Pricing Analysis - Pricing Addendum

**Pricing Notes:**

**Charges Included in Pricing Summary:**

- Energy
- Capacity (non-ERCOT)
- Network Transmission
- ISO/RTO Fees
- Renewable Requirements
- Ancillary Services
- Line Losses
- Congestion Charges

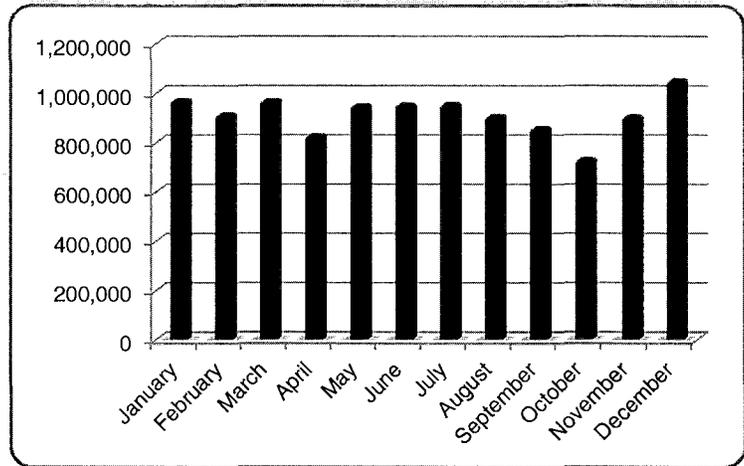
**Charges NOT Included in Pricing Summary:**

- Utility Delivery and Distribution Charges
- Sales and Local Taxes\*
- Meter Charges (If Applicable)

\*Other than SUT or GRT, If Indicated on Pricing Summary Sheet

## Energy Usage Summary

Billing Month	Energy Usage (kWh)
January	972,716
February	914,786
March	970,674
April	828,276
May	950,756
June	953,890
July	957,310
August	908,343
September	859,618
October	731,369
November	905,567
December	1,052,981



## Energy Account(s) Summary

Account Number	Annual Usage	Rate Class	Current Price	Proposed Price	Annual Savings
<p style="text-align: center; margin-top: 50px;"><b>Please See Account Number Addendums</b></p>					

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# EMEX, LLC Custom Pricing Analysis - Pricing Addendum II

## Supplier Details

Supplier Name	Credit Status	Bandwidth Tolerance	Default Billing Option
Champion Energy	Approved	100%	Consolidated Billing
Direct Energy	Approved	100%	Consolidated Billing
AEP Energy	Approved	25%	Consolidated Billing
Energy.Me	Approved	Material Change	Consolidated Billing

### What is a Bandwidth Tolerance?

A Bandwidth Clause is an element of a fixed price that allows you to use a fixed percentage over or under your contracted monthly volumes. Energy consumed over or under the bandwidth tolerance could result in additional charges. This tolerance can also be stated via a Material Change clause that eliminates the set percentage and instead allows you to consume more or less energy, so long as you operate in a manner that is materially consistent with your past energy usage practices.

### What are Default Billing Options?

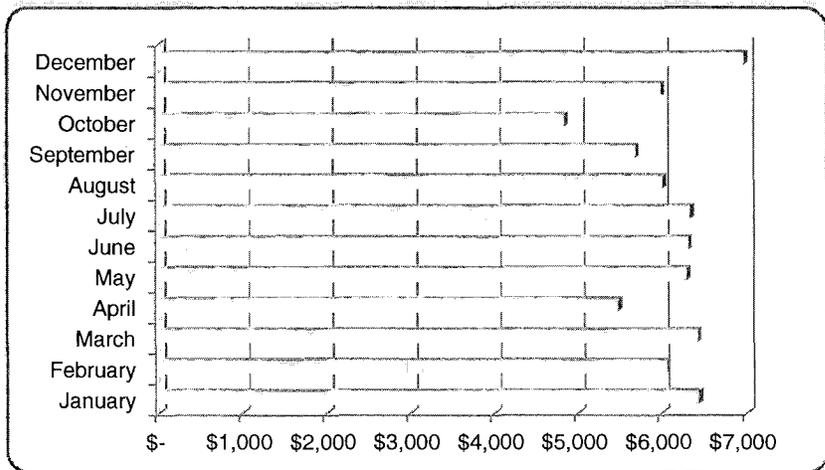
With a **Consolidated Billing** option, you will continue to receive your invoices from your Utility provider, only now the supplier's charges will replace the Utility's supply charges. You will retain your Utility's billing structure and mailing addresses currently on file.

With a **Dual Billing** option, you will receive one invoice from your Utility provider for Delivery and Distribution charges and a separate invoice from the Supplier with your supply charges. Correct billing addresses must be established with the supplier on or after contracting.

## Estimated Savings By Month

The following graph depicts the estimated savings by month using your current estimated Price to Compare as indicated on the Pricing Summary versus the recommended quote obtained by EMEX.

Month	Savings
January	\$ 6,439.38
February	\$ 6,055.88
March	\$ 6,425.86
April	\$ 5,483.19
May	\$ 6,294.00
June	\$ 6,314.75
July	\$ 6,337.39
August	\$ 6,013.23
September	\$ 5,690.67
October	\$ 4,841.66
November	\$ 5,994.85
December	\$ 6,970.73



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## EMEX, LLC Custom Pricing Analysis - Account Number Addendum

Please ensure all account numbers you wish to be contracted are included in the summary below:

#	Service Address	City	State	Account Number
1	110 N 6th St, Dog Park	Belleville	IL	1659020099
2	127 Superior Dr, EMRG CALL TWR	Belleville	IL	0427025159
3	800 S 6th St, Diamond Lights	Belleville	IL	7948912000
4	8938 BEVO CT, WELCOME SIGN	Belleville	IL	0120043005
5	WASHINGTON ST	Belleville	IL	0129146057
6	DAPRON DR, TRAFFIC SIGNAL	Belleville	IL	0264127019
7	RT 15 AND S 17TH ST	Belleville	IL	0273107023
8	ERIE STATION RD	Belleville	IL	0283132067
9	1204 N DOUGLAS AVE BOX 0	Belleville	IL	0311029035
10	W STATE ROUTE 15	Belleville	IL	0329036001
11	FREEDOM DR AND N BELT WEST	Belleville	IL	0333052226
12	FRANK SCOTT PKW Y W	Belleville	IL	0337045003
13	3RD AND W MAIN ST	Belleville	IL	0411426577
14	6200 W MAIN ST ENGIN E HOUSE	Belleville	IL	0418091219
15	BELLEVUE PARK	Belleville	IL	0436452018
16	W MAIN ST	Belleville	IL	0447742257
17	218 CARSO N DR SIREN - RT 161	Belleville	IL	0449498099
18	201 S ILL INOIS ST	Belleville	IL	0463554251
19	500 ENVIRONMENTAL DR	Belleville	IL	0553108063
20	1125 S ILLI NO IS ST	Belleville	IL	0563119041
21	S 78TH RT42 S 78TH ST LIFT	Belleville	IL	0574644177
22	21 PUBLIC SQ PICN IC B	Belleville	IL	0591129031
23	FOLEY DR AND WESLEY DR	Belleville	IL	0603167073
24	Hamlet Ct, Hamlet Court Lift	Belleville	IL	0632048816
25	123 N CHURCH ST	Belleville	IL	0673707536
26	10 W WASHINGTON ST	Belleville	IL	0704038254
27	2200 W WASHINGTON ST	Belleville	IL	0709692811
28	20 JUSTICE OR	Belleville	IL	0712817450
29	1 DUTC H HOLLOW RD	Belleville	IL	0803847371
30	601 N 6TH ST	Belleville	IL	0843126039
31	1099 MASCOUTAH AVE	Belleville	IL	0969226736
32	21 PUBLIC SO PICNIC A	Belleville	IL	0976093009
33	N ILLI NOI S ST	Belleville	IL	1020083007
34	CLAY MON T CT CLAY MONT 'LI FT	Belleville	IL	1124609137
35	1929 PAGE AVE LIFT SEWER	Belleville	IL	1155049031
36	450 ENVIRONM ENTAL OR	Belleville	IL	1183115014
37	2557 WEST BLVD UNIT Z	Belleville	IL	1199192007
38	450 ENVIRO NM ENTA L DR	Belleville	IL	1213035025
39	140 IOWA AVE EME RGE NCY	Belleville	IL	1239003082
40	S 44TH ST	Belleville	IL	1260035375

Actual savings may vary. Savings estimates are calculated according to actual or estimated benchmark pricing in relation to your historical energy consumption. All savings figures are based on current published utility tariffs or current third party supplier rates as provided to EMEX.

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## EMEX, LLC Custom Pricing Analysis - Account Number Addendum

Please ensure all account numbers you wish to be contracted are included in the summary below:

#	Service Address	City	State	Account Number
41	1513 S ILLI NOIS ST	Belleville	IL	1281012029
42	800 ROYAL HEIGHTS RD	Belleville	IL	1285995370
43	450 ENVIRO NMENTAL DR	Belleville	IL	1323028245
44	21 PUBLIC SO	Belleville	IL	1333030080
45	450 ENVIRONMENTAL DR	Belleville	IL	1363030103
46	450 ENVIRO NM ENTAL DR	Belleville	IL	1373109000
47	1910 MUREN BLVD	Belleville	IL	1380142175
48	S HI GH ST TRAFFIC LITES	Belleville	IL	1483121010
49	W MAIN ST	Belleville	IL	1503148041
50	RT 161 B ST	Belleville	IL	1537259856
51	614 S MCKI NLEY DR MTCE DEPT	Belleville	IL	1563028077
52	505 BELLEVUE PARK OR	Belleville	IL	1582147055
53	612 S 6TH ST UNIT R	Belleville	IL	1602301455
54	S BE LT W TFLT S 17TH ST	Belleville	IL	1611049015
55	101 S ILLINOIS ST	Belleville	IL	1641449134
56	450 ENV IRONMENTAL OR	Belleville	IL	1653033024
57	450 ENV IRONMENTAL OR	Belleville	IL	1733125014
58	229 N ILLINO IS ST	Belleville	IL	1764471215
59	1627 WESTHAVEN DR	Belleville	IL	1777196337
60	103 S ILLINO IS ST	Belleville	IL	1806129933
61	2ND AND W MAIN ST	Belleville	IL	1816021003
62	RT 13 S 74TH ST	Belleville	IL	1882631695
63	27 N ILLINOIS ST	Belleville	IL	1911021020
64	2302 OLD COLLINSVILLE RD	Belleville	IL	1917361454
65	450 ENVIRONMENTAL DR	Belleville	IL	1973133007
66	2 BUCKINGHAM RD	Belleville	IL	2005852015
67	600 S MCKINLEY DR BOX 0	Belleville	IL	2013152007
68	20 S JACKSON ST	Belleville	IL	2053382416
69	2115 FREEBURG AVE BLDG	Belleville	IL	2083066032
70	5301 W MAIN ST 5301 W MAIN	Belleville	IL	2113430250
71	X HIGHWAY 177	Belleville	IL	2146498570
72	450 ENV IRONMENTAL DR	Belleville	IL	2203002024
73	709 N 2ND ST	Belleville	IL	2225247059
74	CIT IZENS PARK DR	Belleville	IL	2236471213
75	500 HECKER ST	Belleville	IL	2271052020
76	BELLEVUE PARK WOOD DR LIFT	Belleville	IL	2390437612
77	CARLYLE RD BAS/YMCA ACCESS	Belleville	IL	2442310418
78	6 W MONROE ST	Belleville	IL	2470677611
79	1105 MASCOUTAH AVE	Belleville	IL	2563038010
80	800 S BELT E	Belleville	IL	2578274734

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## EMEX, LLC Custom Pricing Analysis - Account Number Addendum

Please ensure all account numbers you wish to be contracted are included in the summary below:

#	Service Address	City	State	Account Number
81	17TH AND W MAIN ST	Belleville	IL	2734714410
82	417 S 15TH ST	Belleville	IL	2777949611
83	125 E WASHI NGTON ST	Belleville	IL	2839517292
84	127 E WASHI NGTON ST	Belleville	IL	2910770417
85	120 N 98TH ST	Belleville	IL	2938524015
86	301 N 2ND ST	Belleville	IL	2941195534
87	IL 161 AND ROYAL HT S	Belleville	IL	2982250095
88	1024 LEBANON AVE	Belleville	IL	3040919691
89	ROSENA VEN DR ROSEHAVE N LIFT	Belleville	IL	3056561778
90	N ILL INOIS ST AND DOUGLAS	Belleville	IL	3083645139
91	N 28TH AND W MAIN ST	Belleville	IL	3167208013
92	2121 JACK NICKLAUS DR	Belleville	IL	3175581291
93	X CARLYLE AND E MAI N	Belleville	IL	3282460978
94	4067 FRANK SCOTT PKWY W	Belleville	IL	3330293451
95	810 CENTREVILLE AVE	Belleville	IL	3387509291
96	11 05 MASCOUTA H AVE	Belleville	IL	3463084006
97	126 CARLYLE AVE	Belleville	IL	3489980499
98	HILLTO P DR HIL LTOP LIFT	Belleville	IL	3521340172
99	BOO S 6TH ST	Belleville	IL	3534518411
100	1105 MASCOUTAH AVE	Belleville	IL	3575063217
101	1101 MASCOUTAH AVE	Belleville	IL	3618789290
102	3700 W MAI N ST	Belleville	IL	3781459375
103	205 STATE ST	Belleville	IL	3800783058
104	ROUTE 159 DOUGLAS FOUNTA IN	Belleville	IL	3813413772
105	36 S 88TH ST	Belleville	IL	3822240175
106	SHER MAN AND CHARLES	Belleville	IL	3847548812
107	6T H AND W MAIN ST	Belleville	IL	3933868171
108	2200 W MAI N ST	Belleville	IL	3998664330
109	500 E DST NCC	Belleville	IL	4010502099
110	S 74TH ST UNIT 15	Belleville	IL	4036443210
111	6000 W STATE ROUTE 15	Belleville	IL	4071928177
112	16 S ILLINOIS ST	Belleville	IL	4113737007
113	E MAIN AND MASCOUTAH ST	Belleville	IL	4121837456
114	700 S 11TH ST	Belleville	IL	4144682258
115	3414 W MAIN ST	Belleville	IL	4220173939
116	CARSON OR TRAF SIG/RT 161	Belleville	IL	4242320178
117	3 HIGH FOREST OR	Belleville	IL	4252836334
118	498 ENVIRONME NT AL OR	Belleville	IL	4316254250
119	X WEST BLVD	Belleville	IL	4323438095
120	OLD CASEYVILLE AT 161	Belleville	IL	4392350094

Actual savings may vary. Savings estimates are calculated according to actual or estimated benchmark pricing in relation to your historical energy consumption. All savings figures are based on current published utility tariffs or current third party supplier rates as provided to EMEX.

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## EMEX, LLC Custom Pricing Analysis - Account Number Addendum

Please ensure all account numbers you wish to be contracted are included in the summary below:

#	Service Address	City	State	Account Number
121	EAST END PARK TENNIS COURT	Belleville	IL	4423005005
122	114 S CHURCH ST	Belleville	IL	4440116498
123	RT 161 AND 57TH ST	Belleville	IL	4515013455
124	2202 W WASHINGTON ST	Belleville	IL	4611452496
125	498 ENVIRO NM ENTAL DR	Belleville	IL	4624036010
126	WB N 79TH ST N 79TH LIF T	Belleville	IL	4626027855
127	4601 W MAIN ST	Belleville	IL	4707117453
128	524 N 41ST ST	Belleville	IL	4754383531
129	720 W MAIN ST	Belleville	IL	4770096009
130	9500 W MA IN ST	Belleville	IL	4897276814
131	1712 CE NTREVILLE AVE	Belleville	IL	4915996332
132	20 N ILLINOIS ST	Belleville	IL	4925757296
133	RT 159 AND RT 15 HWY	Belleville	IL	4976242416
134	328 W LINCOLN ST	Belleville	IL	5029096973
135	227 E MAIN ST	Belleville	IL	5065233294
136	65 PERIWINKLE CIR	Belleville	IL	5166694416
137	2115 FREEBURG AVE SHED	Belleville	IL	5286216000
138	70T H AND W MA I N ST SIG NAL	Belleville	IL	5351114256
139	100 CO NCORD DR	Belleville	IL	5378707378
140	49 8 ENVIRONMENTAL DR	Belleville	IL	5442455697
141	X PRO TOUR DR	Belleville	IL	5455973772
142	N 50TH ST	Belleville	IL	5473447210
143	CARLYLE MCCLNTOCK	Belleville	IL	5511613135
144	111 S 6TH St	Belleville	IL	5543322096
145	6009 W B ST N 60TH-W-B -L IFT	Belleville	IL	5610421618
146	1725 N BELT E TORNADO SI REN	Belleville	IL	5685337454
147	2587 CARLYLE AVE	Belleville	IL	5755807054
148	801 ROYAL HEIGHTS RO	Belleville	IL	5759262090
149	OLD COLLINSVILLE RO	Belleville	IL	5933364016
150	2 ELM DR	Belleville	IL	5948628490
151	800 ROYAL HEIGHTS RD	Belleville	IL	5959069135
152	411 W MONROE ST	Belleville	IL	5987738413
153	W MAIN ST	Belleville	IL	6009667535
154	115 W A ST	Belleville	IL	6071584492
155	0 3RO AND W WASH ST	Belleville	IL	6074303218
156	341 CITIZEN S PARK DR	Belleville	IL	6078079211
157	E A DEL ILA DR DELILA LIFT	Belleville	IL	6101141135
158	HIGHWAY 15 ANO 159	Belleville	IL	6326615536
159	CITIZENS PARK DR	Belleville	IL	6390807530
160	2040 N BELT E	Belleville	IL	6531652330

Actual savings may vary. Savings estimates are calculated according to actual or estimated benchmark pricing in relation to your historical energy consumption. All savings figures are based on current published utility tariffs or current third party supplier rates as provided to EMEX.

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## EMEX, LLC Custom Pricing Analysis - Account Number Addendum

Please ensure all account numbers you wish to be contracted are included in the summary below:

#	Service Address	City	State	Account Number
161	INT OF LEBANO N SHERMAN	Belleville	IL	6567260016
162	S 44TH ANO RA ILROAD	Belleville	IL	6622248016
163	3002 GREEN MOUNT LN	Belleville	IL	6641269617
164	20 N 44TH ST N 44TH ST LIFT	Belleville	IL	6650124338
165	N 3RD AND W A ST	Belleville	IL	6757381614
166	505 BELLEVUE PARK OR	Belleville	IL	6783955215
167	2 N IST ST SIGNAL N IST ST	Belleville	IL	6848317139
168	X MI CHELLE DR	Belleville	IL	6886039378
169	89TH ANO MAIN ST	Belleville	IL	6905636818
170	1950 RESERVE WALK	Belleville	IL	6957541001
171	FREEBURG AND VAN BUREN	Belleville	IL	7065229458
172	IL 159 AND 13 SIG NAL LIGHT	Belleville	IL	7102177610
173	620 ROYAL HEIGHT S RD	Belleville	IL	7120953774
174	SC H EEL ST LI FT	Belleville	IL	7130006734
175	74TH AND FO LEY	Belleville	IL	7193084817
176	8800 W MAIN ST UNI T A	Belleville	IL	7204337292
177	1810 MCC LINTOCK ST	Belleville	IL	7206225292
178	X OLD COLL INSVILLE RD	Belleville	IL	7234573611
179	N 57TH W MAI N STO P LIGHT	Belleville	IL	7244636651
180	X B AND DO UGLAS	Belleville	IL	7253897291
181	123 N CHURCH ST	Belleville	IL	7264328493
182	20 N ILLINOIS ST	Belleville	IL	7265631214
183	30 PUBLIC SQ	Belleville	IL	7360106736
184	X ROSS UI	Belleville	IL	7435579538
185	HI GH AND WASHI NGTON	Belleville	IL	7548708499
186	19 OAK KNOL L PL	Belleville	IL	7625616174
187	N HIGH AND EA ST	Belleville	IL	7652152016
188	400 S CHARLE S ST	Belleville	IL	7684767212
189	1 N 4TH ST UN IT P	Belleville	IL	7787927531
190	315 CARLYLE AVE	Belleville	IL	7865411057
191	5 EL MWOOD DR ELMW OOD LIFT	Belleville	IL	7911780338
192	409 MASCOUTAH AVE	Belleville	IL	7914876658
193	341 CITIZENS PARK DR	Belleville	IL	7944423859
194	4 KILMAR WOODS	Belleville	IL	8010031852
195	LEBANON RD DREW LIFT	Belleville	IL	8013439694
196	41 7 N 3RD ST HOUGH-PARK	Belleville	IL	8082011855
197	1598 E STATE ROUTE 15	Belleville	IL	8126474253
198	2 MARIK NOL L DR	Belleville	IL	8521226737
199	999 N BELT W	Belleville	IL	8527447693
200	2ND AND J ST	Belleville	IL	8732399535

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## EMEX, LLC Custom Pricing Analysis - Account Number Addendum

Please ensure all account numbers you wish to be contracted are included in the summary below:

#	Service Address	City	State	Account Number
201	161 E MAIN ST LITES	Belleville	IL	8770084018
202	127 MASCOUTAH AVE	Belleville	IL	9007975007
203	4201 N BELT W	Belleville	IL	9059835375
204	LEBA NON RD ELM DR LIFT	Belleville	IL	9110613132
205	1416 E MAIN ST	Belleville	IL	9193354738
206	GASS AVE GASS AVE LIFT	Belleville	IL	9259972819
207	X RT 13 AND 74TH ST	Belleville	IL	9287329936
208	S GREEN MOUNT GOLF COURSE	Belleville	IL	9363125012
209	117 S ILLINOIS ST	Belleville	IL	9368806570
210	5800 N BELT W	Belleville	IL	9393482739
211	5 E MAIN ST	Belleville	IL	9469465293
212	X 74TH AND W MAIN ST	Belleville	IL	9497266099
213	212 N 75TH ST	Belleville	IL	9589485454
214	400 W MONROE ST	Belleville	IL	9625338570
215	450 ENVIRONMENTAL DR	Belleville	IL	9799138414
216	101 N 66TH ST	Belleville	IL	9971408975
217	1600 Roosevelt Ave, Metered Street Lights	Belleville	IL	2787160033
218	W Main St, 23rd St Pedr Xing	Belleville	IL	3339136006
219	512 W MAIN ST	Belleville	IL	4134932006
220	8800 West Main St	Belleville	IL	4439370730
221	17 N 12TH ST	Belleville	IL	4490733003
222	801 ROYAL HEIGHTS RD	Belleville	IL	7314662579
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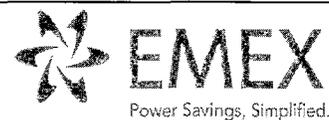
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## EMEX, LLC Custom Pricing Analysis - Pricing Summary

**Prepared For:** City of Belleville - Bridge Contract  
**Analysis Date:** Wednesday, May 04, 2016  
**Start Month:** June-16



### Reserve Bid Analysis

<i>Your Current Supplier and Benchmark Price to Compare</i>						
Supplier Name	Term (Months)	Price (\$/kWh)	Quote Type	Est. Annual Usage (kWh)	Supply-Related Taxes	Est. Annual Supply Cost
Ameren	N/a	\$0.06682	Tariff	2,827,661	N/a	\$ 188,944.31

<i>Quotes Obtained by EMEX</i>						
Supplier Name	Term (Months)	Price (\$/kWh)	Quote Type	Est. Annual Usage (kWh)	Supply-Related Taxes	Est. Annual Supply Cost
<b>Constellation Energy</b>	<b>10</b>	<b>\$0.05570</b>	<b>Fixed</b>	<b>2,827,661</b>	<b>N/a</b>	<b>\$ 157,500.72</b>
Direct Energy	10	\$0.05590	Fixed	2,827,661	N/a	\$ 158,066.25
Champion Energy	10	\$0.05650	Fixed	2,827,661	N/a	\$ 159,762.85
Energy.Me	10	\$0.05690	Fixed	2,827,661	N/a	\$ 160,893.91
MidAmerican Energy	10	\$0.05730	Fixed	2,827,661	N/a	\$ 162,024.98
Public Power	10	\$0.06470	Fixed	2,827,661	N/a	\$ 182,949.67

<b>Estimated Annual Savings</b>	<b>\$</b>	<b>30,878.06</b>	<b>16.34%</b>
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<b>Estimated Savings Over Contract Term</b>	<b>\$</b>	<b>25,731.72</b>
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# EMEX, LLC Custom Pricing Analysis - Pricing Addendum

**Pricing Notes:**

**Charges Included in Pricing Summary:**

- Energy
- Capacity (non-ERCOT)
- Network Transmission
- ISO/RTO Fees
- Renewable Requirements
- Ancillary Services
- Line Losses
- Congestion Charges

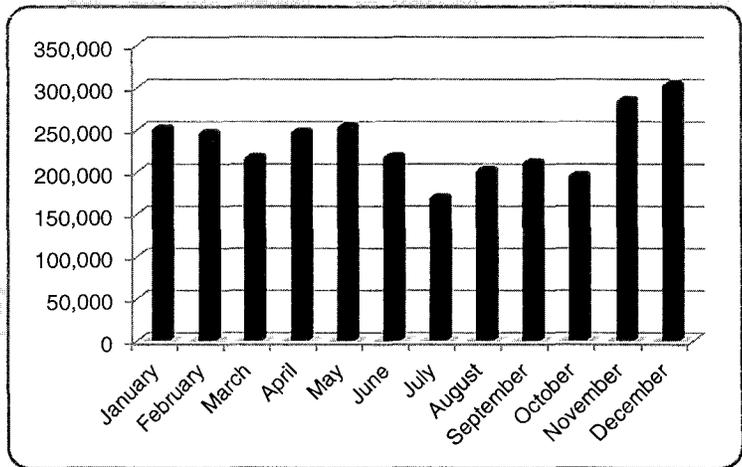
**Charges NOT Included in Pricing Summary:**

- Utility Delivery and Distribution Charges
- Sales and Local Taxes\*
- Meter Charges (If Applicable)

\*Other than SUT or GRT, If Indicated on Pricing Summary Sheet

## Energy Usage Summary

Billing Month	Energy Usage (kWh)
January	253,404
February	248,530
March	219,690
April	249,774
May	255,873
June	220,497
July	171,811
August	204,220
September	213,418
October	197,811
November	287,189
December	305,444



## Energy Account(s) Summary

Account Number	Annual Usage	Rate Class	Current Price	Proposed Price	Annual Savings

Please See Account Number Addendum

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# EMEX, LLC Custom Pricing Analysis - Pricing Addendum II

## Supplier Details

Supplier Name	Credit Status	Bandwidth Tolerance	Default Billing Option
Constellation Energy	Approved	100%	Consolidated Billing
Direct Energy	Approved	100%	Consolidated Billing
Champion Energy	Approved	100%	Consolidated Billing
Energy.Me	Approved	Material Change	Consolidated Billing
MidAmerican Energy	Approved	25%	Consolidated Billing
Public Power	Approved	100%	Consolidated Billing

### What is a Bandwidth Tolerance?

A Bandwidth Clause is an element of a fixed price that allows you to use a fixed percentage over or under your contracted monthly volumes. Energy consumed over or under the bandwidth tolerance could result in additional charges. This tolerance can also be stated via a Material Change clause that eliminates the set percentage and instead allows you to consume more or less energy, so long as you operate in a manner that is materially consistent with your past energy usage practices.

### What are Default Billing Options?

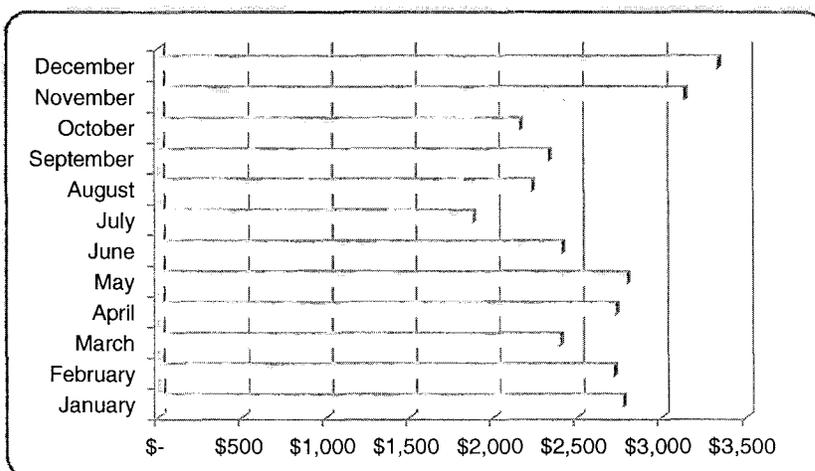
With a **Consolidated Billing** option, you will continue to receive your invoices from your Utility provider, only now the supplier's charges will replace the Utility's supply charges. You will retain your Utility's billing structure and mailing addresses currently on file.

With a **Dual Billing** option, you will receive one invoice from your Utility provider for Delivery and Distribution charges and a separate invoice from the Supplier with your supply charges. Correct billing addresses must be established with the supplier on or after contracting.

## Estimated Savings By Month

The following graph depicts the estimated savings by month using your current estimated Price to Compare as indicated on the Pricing Summary versus the recommended quote obtained by EMEX.

Month	Savings
January	\$ 2,767.17
February	\$ 2,713.95
March	\$ 2,399.01
April	\$ 2,727.53
May	\$ 2,794.13
June	\$ 2,407.83
July	\$ 1,876.18
August	\$ 2,230.08
September	\$ 2,330.52
October	\$ 2,160.10
November	\$ 3,136.10
December	\$ 3,335.45



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## EMEX, LLC Custom Pricing Analysis - Account Number Addendum

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Please ensure all account numbers you wish to be contracted are included in the summary below:

#	Service Address	City	State	Account Number
1	450 ENV IRO NM ENTAL DR	Belleville	IL	9799138414
2	450 ENVIRO NM ENTA L DR	Belleville	IL	1213035025
3	450 ENVIRO NMENTAL DR	Belleville	IL	1323028245
4	450 ENVIRONMENTAL DR	Belleville	IL	1363030103
5	1910 MUREN BLVD	Belleville	IL	1380142175
6	500 HECKER ST	Belleville	IL	2271052020
7	450 ENV IRONMENTAL OR	Belleville	IL	1733125014
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# EMEX, LLC Custom Pricing Analysis

Prepared For:

## City of Belleville - Lighting Meters

### About EMEX, LLC:

EMEX, LLC is a privately-held firm providing energy procurement & analysis services in deregulated regions of the United States. EMEX's complete portfolio of services and proprietary, online platforms are entirely focused on reducing the cost of energy in real-time for business and government consumers. EMEX's mission is to put the Power to save money in the hands of its clients with smart, ground-breaking technology designed to dramatically simplify energy procurement. Core to EMEX is the Flagship product brand EMEX™ Reverse Auction Platform, recognized for its Innovation and Excellence.

The EMEX Platform enables commercial and industrial customers to compare prices, receive in-depth analysis, and order executable contracts from up to 15 competing National Retail Energy Suppliers. The EMEX Platform serves as a unique business resource that creates unsurpassed transparency while allowing our clients to better manage and control their electricity costs. EMEX provides fixed rates, variable rates and hybrids to all business types from small commercial to large industrial, as well as analysis of current and historical market trends. Our fully automated online platform simplifies the process for our customers to easily switch to a lower-cost energy provider.

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## EMEX, LLC Custom Pricing Analysis - Pricing Summary

**Prepared For:** City of Belleville - Lighting Meters  
**Analysis Date:** Wednesday, May 04, 2016  
**Start Month:** April-17



### Reserve Bid Analysis

<i>Your Current Supplier and Benchmark Price to Compare</i>						
Supplier Name	Term (Months)	Price (\$/kWh)	Quote Type	Est. Annual Usage (kWh)	Supply-Related Taxes	Est. Annual Supply Cost
Ameren	N/a	\$0.05274	Tariff	790,153	N/a	\$ 41,672.67

<i>Quotes Obtained by EMEX</i>						
Supplier Name	Term (Months)	Price (\$/kWh)	Quote Type	Est. Annual Usage (kWh)	Supply-Related Taxes	Est. Annual Supply Cost
Champion Energy	12	\$0.05190	Fixed	790,153	N/a	\$ 41,008.94
Champion Energy	18	\$0.05190	Fixed	790,153	N/a	\$ 41,008.94
<b>Champion Energy</b>	<b>24</b>	<b>\$0.05240</b>	<b>Fixed</b>	<b>790,153</b>	<b>N/a</b>	<b>\$ 41,404.02</b>
<b>Champion Energy</b>	<b>36</b>	<b>\$0.05250</b>	<b>Fixed</b>	<b>790,153</b>	<b>N/a</b>	<b>\$ 41,483.03</b>
Direct Energy	12	\$0.05220	Fixed	790,153	N/a	\$ 41,245.99
Direct Energy	18	\$0.05250	Fixed	790,153	N/a	\$ 41,483.03
Direct Energy	24	\$0.05310	Fixed	790,153	N/a	\$ 41,957.12
Direct Energy	36	\$0.05330	Fixed	790,153	N/a	\$ 42,115.15
AEP Energy	12	\$0.05350	Fixed	790,153	N/a	\$ 42,273.19
AEP Energy	18	\$0.05320	Fixed	790,153	N/a	\$ 42,036.14
AEP Energy	24	\$0.05350	Fixed	790,153	N/a	\$ 42,273.19
Public Power	12	\$0.05550	Fixed	790,153	N/a	\$ 43,853.49
Public Power	18	\$0.05600	Fixed	790,153	N/a	\$ 44,248.57
Public Power	24	\$0.05610	Fixed	790,153	N/a	\$ 44,327.58
Public Power	36	\$0.05650	Fixed	790,153	N/a	\$ 44,643.64

<b>Est. Annual Savings (24 Month)</b>	<b>\$</b>	<b>268.65</b>	<b>0.64%</b>
<b>Est. Savings Over Contract Term (24 Month)</b>	<b>\$</b>	<b>537.30</b>	
<b>Est. Annual Savings (36 Month)</b>	<b>\$</b>	<b>189.64</b>	<b>0.46%</b>
<b>Est. Savings Over Contract Term (36 Month)</b>	<b>\$</b>	<b>568.91</b>	

Actual savings may vary. Savings estimates are calculated according to actual or estimated benchmark pricing in relation to your historical energy consumption. All savings figures are based on current published utility tariffs or current third party supplier rates as provided to EMEX.

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# EMEX, LLC Custom Pricing Analysis - Pricing Addendum

**Pricing Notes:**

**Charges Included in Pricing Summary:**

- Energy
- Capacity (non-ERCOT)
- Network Transmission
- ISO/RTO Fees
- Renewable Requirements
- Ancillary Services
- Line Losses
- Congestion Charges

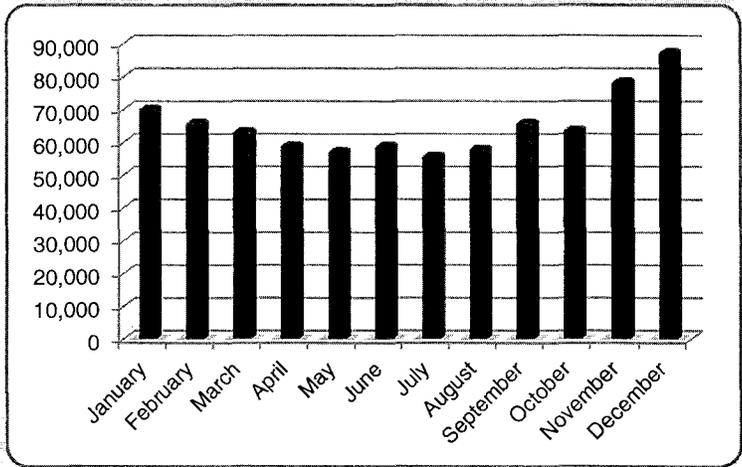
**Charges NOT Included in Pricing Summary:**

- Utility Delivery and Distribution Charges
- Sales and Local Taxes\*
- Meter Charges (If Applicable)

\*Other than SUT or GRT, If Indicated on Pricing Summary Sheet

## Energy Usage Summary

Billing Month	Energy Usage (kWh)
January	70,652
February	66,513
March	63,806
April	59,437
May	57,731
June	59,409
July	56,362
August	58,581
September	66,495
October	64,220
November	78,983
December	87,964



## Energy Account(s) Summary

Account Number	Annual Usage	Rate Class	Current Price	Proposed Price	Annual Savings
Please See Account Number Addendum					

Please See Account Number Addendum

Actual savings may vary. Savings estimates are calculated according to actual or estimated benchmark pricing in relation to your historical energy consumption. All savings figures are based on current published utility tariffs or current third party supplier rates as provided to EMEX.

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# EMEX, LLC Custom Pricing Analysis - Pricing Addendum II

## Supplier Details

Supplier Name	Credit Status	Bandwidth Tolerance	Default Billing Option
Champion Energy	Approved	100%	Consolidated Billing
Direct Energy	Approved	100%	Consolidated Billing
AEP Energy	Approved	25%	Consolidated Billing
Public Power	Approved	100%	Consolidated Billing

### What is a Bandwidth Tolerance?

A Bandwidth Clause is an element of a fixed price that allows you to use a fixed percentage over or under your contracted monthly volumes. Energy consumed over or under the bandwidth tolerance could result in additional charges. This tolerance can also be stated via a Material Change clause that eliminates the set percentage and instead allows you to consume more or less energy, so long as you operate in a manner that is materially consistent with your past energy usage practices.

### What are Default Billing Options?

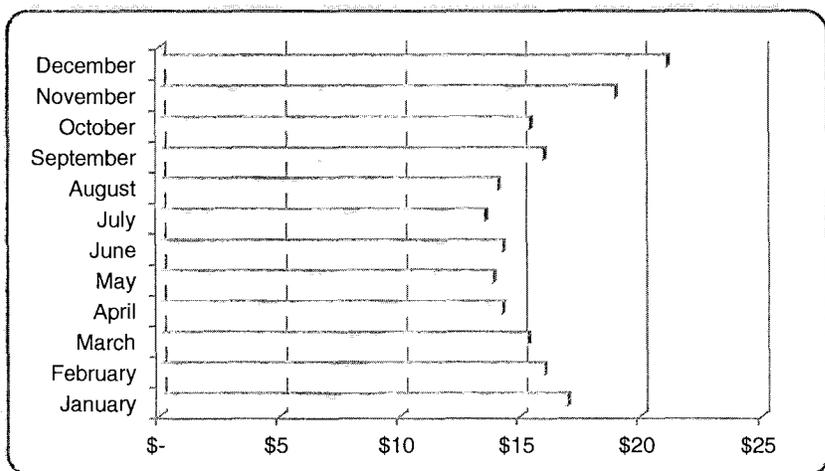
With a **Consolidated Billing** option, you will continue to receive your invoices from your Utility provider, only now the supplier's charges will replace the Utility's supply charges. You will retain your Utility's billing structure and mailing addresses currently on file.

With a **Dual Billing** option, you will receive one invoice from your Utility provider for Delivery and Distribution charges and a separate invoice from the Supplier with your supply charges. Correct billing addresses must be established with the supplier on or after contracting.

## Estimated Savings By Month

The following graph depicts the estimated savings by month using your current estimated Price to Compare as indicated on the Pricing Summary versus the recommended quote obtained by EMEX.

Month	Savings
January	\$ 16.96
February	\$ 15.96
March	\$ 15.31
April	\$ 14.26
May	\$ 13.86
June	\$ 14.26
July	\$ 13.53
August	\$ 14.06
September	\$ 15.96
October	\$ 15.41
November	\$ 18.96
December	\$ 21.11



Actual savings may vary. Savings estimates are calculated according to actual or estimated benchmark pricing in relation to your historical energy consumption. All savings figures are based on current published utility tariffs or current third party supplier rates as provided to EMEX.

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## EMEX, LLC Custom Pricing Analysis - Account Number Addendum

Please ensure all account numbers you wish to be contracted are included in the summary below:

#	Service Address	City	State	Account Number
1	407 E Lincoln St	Belleville	IL	4019414006
2	407 E Lincoln St	Belleville	IL	4785513002
3	3795 W STATE ROUTE 15	Belleville	IL	0319081006
4	101 S ILLI NO IS ST LITE	Belleville	IL	0915042027
5	E MAI N ANO N CHU RCH ST	Belleville	IL	0973147002
6	1300 N CHURCH ST	Belleville	IL	1071952810
7	10 S HIGH ST	Belleville	IL	1623078032
8	NE WALNUT AND MAIN	Belleville	IL	1719059013
9	498 ENVIRO NMENTAL DR	Belleville	IL	1738690571
10	NFrSTANDWMAI N	Belleville	IL	2003111017
11	N CHARLES ST	Belleville	IL	2123139011
12	E MAIN AND JACKSON ST	Belleville	IL	2127008029
13	2138 FREEBURG AVE	Belleville	IL	2223137048
14	100 FREEBURG AVE	Belleville	IL	2723461935
15	X WAL NUT HILL CEMETER	Belleville	IL	2934379859
16	115 S ILLINOIS ST	Belleville	IL	2982901454
17	X PLS NT HL PK/TNIS CT	Belleville	IL	4541200016
18	X S 44TH ST	Belleville	IL	5488296336
19	341 CI TIZENS PARK OR	Belleville	IL	6127058006
20	211 E A ST	Belleville	IL	6407063210
21	2500 PLUM GROVE DR	Belleville	IL	6691150570
22	305 N 3RD ST	Belleville	IL	7099676017
23	1100 HECKER ST POOL	Belleville	IL	7644194095
24	508 GARFIE LD ST	Belleville	IL	7870470894
25	X S CHARLES ST	Belleville	IL	9008321293
26	1009 WABAS H AVE	Belleville	IL	9945977612
27	Signal Hill Blvd Rec, Sports Field	Belleville	IL	0988096001
28				
29				
30				
31				
32				
33				
34				
35				
36				
37				
38				
39				
40				

Actual savings may vary. Savings estimates are calculated according to actual or estimated benchmark pricing in relation to your historical energy consumption. All savings figures are based on current published utility tariffs or current third party supplier rates as provided to EMEX.

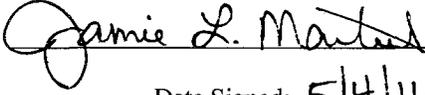
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REQUEST FOR SUPPLEMENTAL AMENDMENT - **BUDGET** – 2016-17

DEPARTMENT/ DIVISION	ACCOUNT NUMBER (LINE ITEM)	LINE ITEM DESCRIPTION	ORIGINAL BUDGETED AMOUNT	AMOUNT OF TRANSFER	REVISED BUDGETED AMOUNT
TIF #3	38-00-89000	Other Improvements	1,830,000	+115,000	1,945,000

Reason for transfer: Encumbrance for Asphalt Patch & Shooting Range April 30, 2016.

Department Head Signature:  <hr/> Date Signed: _____	Finance Director Signature:  Date Signed: <u>5/4/16</u>	City Treasurer Signature:  Date Signed: <u>4 May 16</u>
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Completed By:	J. Maitret	Date Completed:	4/29/16	Entered By:		Date Entered:	
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May 5, 2016

Mr. Timothy Gregowicz  
City Engineer - Belleville  
407 East Lincoln Street  
Belleville, Illinois 62220

Re: Belleville Surveying Services  
Belleville, Illinois  
KdG Proposal No. 160083-0001

Dear Mr. Gregowicz:

Kuhlmann *design* Group, Inc. (KdG) is pleased to forward our proposal for surveying services for the City of Belleville, Illinois.

Enclosed you will find our proposed contract. The scope of services represents our understanding of the tasks and deliverables for the project.

If this proposed contract is acceptable, please retain a copy for your records and return a fully executed copy to KdG. We will consider receipt of the signed contract as your authorization for us to proceed.

Thank you for your cooperation, and we look forward to working with you.

Sincerely,

Kuhlmann *design* Group, Inc.

Christine M. Beasley, PLS  
Survey Department Manager

CMB/dpb

Enclosures



### STANDARD CONTRACT FOR PROFESSIONAL SERVICES

CLIENT NAME: City of Belleville

DATE: May 5, 2016

ADDRESS: 407 East Lincoln Street  
Belleville, Illinois 62220

PROJECT NAME: Belleville \* Surveying Services

CONTACT: Mr. Timothy Gregowicz

PROJECT NUMBER: 160083-0001

PHONE: 618.257.7649

PROJECT LOCATION: Belleville, Illinois

FAX: 618.781.5469

**SCOPE OF SERVICES**

See Exhibit A: Scope of Services, attached and made part of this agreement.

**FEE SCHEDULE**

Cost Plus to a Max - Estimated Fee.....Thirty-Five Thousand and 00/100 Dollars (\$35,000.00)

**CONDITIONS OF PAYMENT**

To be billed monthly with payment due within 15 days.

The proposal is valid for 30 days from the date shown above, and is void thereafter.

If the services covered by this Agreement have not been completed within twelve (12) months of the date of this Agreement, through no fault of the Architect/Engineer, extension of the Architect's/Engineer's services beyond that time shall be compensated as Additional Services.

Signing of this contract indicates understanding and acceptance of the Terms and Conditions herein and authorizes KdG to proceed with the services described. Please retain one copy and return one fully executed copy to KdG.

Kuhlmann *design* Group, Inc.

City of Belleville

SIGNATURE:   
Christine M. Beasley, PLS

AUTHORIZED SIGNATURE: \_\_\_\_\_

TITLE: Survey Department Manager

NAME: Timothy Gregowicz

SIGNATURE:   
John R. Kuhlmann, Jr., PE, SE

TITLE: \_\_\_\_\_

TITLE: Chairman & CEO

DATE: \_\_\_\_\_

DATE: May 5, 2016

**"IMPORTANT TERMS AND CONDITIONS ON REVERSE"**

## TERMS AND CONDITIONS

To assure an understanding of matters related to our mutual responsibilities, these terms and conditions for professional services are made a part of this agreement for our services:

**AMENDMENTS:** This agreement may be amended in writing providing both the Client and Kuhlmann design Group, Inc. (KdG) agree to such modifications. This contract constitutes the entire agreement between the parties and no oral agreements, statements or representations are a part of this agreement.

**COMPENSATION FOR SERVICES:** The basis for compensation will be as identified in the agreement. All items not covered in this agreement and requested by the Client will be performed at an hourly rate based upon the current rate schedule.

When "Lump Sum" Fee is utilized, it shall include all labor incurred by KdG and shall not exceed the fixed payment amount without prior authorization of the Client.

All expenses and/or outside services will be billed at 1.1 times direct cost.

**INVOICE AND PAYMENT:** KdG may submit monthly statements for services and expenses based upon the proportion of the actual work completed at the time of billing. Unless provided for otherwise, payments for services will be due within 15 days.

If the Client fails to make any payment due KdG for services and expenses within the period specified, a service charge of 1 1/2% per month will be added to the Client's account. This is an annual rate of 18%. If Client fails to fully and timely make any payment due to KdG, KdG may, without any liability or prior notice to Client, suspend all work under this contract until such payment is made, with interest as provided herein.

The Client shall pay the cost of the employees of KdG engaged in connection with collection of any delinquent amounts at the rates specified in KdG's current rate schedule for the time spent.

If legal or collection services are employed to collect any outstanding bills, any expenses including all attorneys' fees and court cost shall be paid by Client.

**LIMITATION OF LIABILITY:** The Client agrees to limit KdG's liability to the Client and to all construction Contractors and Subcontractors where applicable, on this work, for damages to them, due to KdG's negligent acts, errors or omissions, such that the total aggregate liability of KdG and to all those named shall not exceed the total fee paid to KdG for services rendered on this project.

In no event shall KdG be liable for any indirect, special or consequential loss or damage of any type whatsoever arising out of the performance of the work on this project including, but not limited to, loss of use, loss of income, profit, interest or financing, management or employee productivity, or business interruption, whether caused by the negligence of KdG, or otherwise, and Client shall fully indemnify and hold KdG harmless from any such damages or liability.

By executing this agreement, the Client assumes full liability for any errors or negligence contained in any documentation or information furnished by or on behalf of client.

**CERTIFICATE OF MERIT** In any action, whether it is in Tort, Contract, or otherwise in which the Client, Owner, Contractor, or any of their subcontractors, sub-subcontractors, agents and employees, seek damages for personal injuries, property damage, lost profits or expectancies, business interruption, death, or other monetary loss by reason of alleged professional malpractice, negligence, or breach of contract by KdG, the plaintiff's attorney or the Plaintiff, if the Plaintiff is proceeding pro se, shall, before filing suit in any competent Court or arbitration forum, submit to KdG an Affidavit declaring that the affiant has consulted and reviewed the facts of the case with an independent architect or engineer who the affiant reasonably believes:

- (i) is knowledgeable of the relative issues involved in the particular action;
- (ii) practices or has practiced within the last ten years or teaches or has taught within the last ten years in the same area of architecture, engineering, or land surveying that is at issue in the particular action; and
- (iii) is qualified by experience or demonstrated competence in the subject of the case; that the reviewing architect, engineer, or land surveyor has determined in a written report, after a review of relevant material involved in the particular action that there is a reasonable and meritorious cause for the filing of such action; and that the affiant has concluded on the basis of the reviewing architect or engineer's review and consultation that there is a reasonable and meritorious cause of filing of such action.

A copy of the written report, clearly identifying the Plaintiff and the reasons for the reviewing architect or engineer's determination that a reasonable and meritorious cause for the filing of the action exists, must be attached to the Affidavit, but information which would identify the reviewing party may be deleted from the copy attached to the Affidavit.

If an Affidavit complying with this section is not submitted to KdG before suit is filed, such suit shall be subject to dismissal by KdG, with prejudice, with costs and attorney's fees related to the dismissal to be paid by the Plaintiff in favor of KdG.

**REUSE OF DOCUMENTS:** All documents including drawings and specifications furnished by KdG pursuant to this Agreement are instruments of service and shall remain the property of KdG. They are not intended or represented to be suitable for reuse by Client or others on extensions of this work, or on any other work. Any reuse without specific written consent or adaptation by KdG will be at Client's sole risk, and without liability to KdG. The Client shall indemnify and hold harmless KdG from all claims, damages, losses and expenses including attorneys fees arising out of any unauthorized reuse. Any such reuse will entitle KdG to further compensation at rates to be agreed upon by Client and KdG.

**RIGHT OF ENTRY:** The Client will provide right of entry for our staff, subcontractors, and all necessary equipment to complete the work. KdG will take all reasonable precautions to minimize damage to the property. It is understood by the Client that in the normal course of work some damage may occur, the correction of which is not part of this agreement.

**UTILITIES AND BURIED STRUCTURES:** In the prosecution of our work, KdG will take all reasonable precautions to avoid damage or injury to subterranean structures or utilities. Client agrees to hold KdG harmless for any damages to subterranean structures and utilities.

**GOVERNING LAWS:** The validity or construction of this Agreement, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Missouri. Client consents to jurisdiction in St. Louis County, Missouri and agrees that all court proceedings shall take place in St. Louis County, Missouri.

**DISPUTES:** If litigation occurs in connection with this agreement, and KdG prevails in such litigation, Client shall pay all costs incurred by KdG, including staff time, court costs, attorney's fees and other expenses related to the litigation.

**STANDARD OF CARE:** Services performed by KdG will be conducted with the level of care and skill ordinarily exercised by members of the professions currently practicing under similar conditions. No other warranty, express or implied, is made.

**PARTIAL INVALIDITY:** If any term, covenant, condition or provision of this Agreement is found by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect, and shall in no way be affected, impaired or invalidated thereby.

**HEADINGS:** Headings in this Agreement are for convenience only and are not intended to be used in interpreting or construing the terms, covenants, and conditions of this Agreement.

**RENOVATION/REHABILITATION OF EXISTING STRUCTURES:** Where the work involves remodeling and/or rehabilitation of an existing structure, Client agrees that certain assumptions must be made regarding existing conditions and because some of these assumptions may not be verifiable without expending additional sums of money, or destroying otherwise adequate or serviceable portions of the structure, Client agrees that, except for negligence on the part of KdG, Client will hold harmless, indemnify and defend KdG from and against any and all claims arising out of the professional services provided under this Agreement.

**ASBESTOS AND HAZARDOUS WASTES:** Where the SCOPE OF SERVICES includes asbestos abatement and/or hazardous waste/remediation, Client agrees that the handling or removal of asbestos, asbestos products, and hazardous wastes involves certain health risks which require specific safety measures. KdG will be responsible for safety and safety measures of KdG employees only. The Client is responsible for his own negligence and safety measures for the protection of the Client's employees, contractors, subcontractors and the general public. Client agrees that, except for claims and damages arising from negligent acts, errors or omissions of KdG, Client will hold harmless, defend and indemnify KdG from all claims, suits, expenses or damages arising from or alleged to arise from exposure to, contact with or inhalation of asbestos, asbestos fibers, or any other hazardous or toxic substances, wastes or materials as so designated by any federal, state or local governmental entity or agency.

When the SCOPE OF WORK does not include asbestos and/or hazardous wastes and if, during the performance of work, the presence of hazardous or toxic materials or substances, which are not being properly or safely handled or disposed of, is discovered or suspected by KdG, KdG shall be permitted to immediately cease all work on the project which requires contact with or exposure to such hazardous or toxic materials, until Client has made arrangements satisfactory to KdG for the removal, disposal or handling of same.

Nothing in this agreement shall impose any responsibility or liability on KdG for claims, lawsuits, expenses or damages arising from, or in any manner related to, the exposure to, or the handling, manufacture or disposal of asbestos, asbestos products, or any other hazardous waste or toxic substance of any kind, as so designated by federal, state or local governmental entities or agencies.

**CONSTRUCTION PHASE:** KdG shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work. The fees quoted are based on the time necessary to provide the services specified from KdG based on "normal construction performance" of the selected contractor. Client agrees that any additional time required of KdG to administer or review due to delays or other issues of the selected construction contractor will be an added cost to this contract. Additional services are billed hourly per our current hourly rate schedule.

**INSURANCE & INDEMNITY:** KdG represents and warrants that its employees are protected by Workers Compensation Insurance and that KdG has such coverage under public liability and property damage insurance policies which it believes to be adequate. Certificates for all such policies of insurance shall be provided to Client, upon request in writing. Within the limits and conditions of such insurance, KdG agrees to indemnify and save the Client harmless from and against any loss, damage or liability asserted by third parties solely to the extent arising from any negligent acts by KdG employees, except as otherwise limited by this contract. KdG shall not, in any way, be responsible or liable for any loss, damage or liability beyond the amounts, limits and conditions of such insurance coverage. KdG shall not be responsible for any loss, damage or liability arising from any negligent acts by Client, its agents, staff or other consultants.

To the fullest extent permitted by law, Client shall indemnify and hold KdG harmless from and against any and all claims, damages, losses, suits, actions or expenses, including, but not limited to, attorney's fees, in connection with the project, provided that such claims, damages, suits, losses or expenses are attributable to bodily injury, sickness, disease or death, or to injury or destruction of tangible property (including loss of use resulting therefrom), to the extent caused in whole or in part by negligent errors, acts or omissions of Client, anyone acting directly or indirectly for Client, or anyone for whose acts Client may be liable, regardless of whether or not such claim, damage, suit, action, loss or expense is caused in part by KdG.

It is agreed that General Contractor is solely responsible for jobsite safety, and that this intent shall be made evident in the Client's Agreement with General Contractor. The Client also agrees to list the General Contractor's general liability insurance policy as being primary, and KdG shall be made as additional insured under the General Contractor's general liability insurance policy. KdG shall also be named as an additional insured, with the Client in the contract with the General Contractor, from liability arising from acts of negligence or omissions by the General Contractor.

**TERMINATION:** This agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period in the written notice. In the event of termination, Client will pay KdG for all services performed and expenses incurred to the termination notice date plus reasonable termination expenses.

In the event of termination or suspension for more than three (3) months, prior to completion of all work covered by this agreement, KdG may, in its sole discretion, complete such analysis and other work necessary to complete required files and may also complete a report on the services performed to the notice date of termination or suspension. The expenses of termination or suspension shall include all direct costs of completing such analyses, records and reports billable at KdG's standard hourly rates.

In the event any phase of the project is delayed for reasons beyond KdG's control, unbilled work will be invoiced at the standard hourly rates for the actual number of hours expended.

**ASSIGNS:** Neither the Client nor KdG may delegate, assign or transfer his duties or interest in this Agreement without the written consent of the other party. The individual signing this Agreement for client warrants that he or she has full power and authority to do so on behalf of Client.

**ENTIRE AGREEMENT:** This Agreement constitutes the whole agreement between the parties with respect to the subject matter contained herein and there are no terms other than those contained herein. No modifications or amendment of this Agreement shall be valid unless in writing and signed by the parties hereto. The individual signing this Agreement for Owner warrants that he or she has full power and authority to do so on behalf of Owner.

**MISCELLANEOUS:** Client recognizes that design and construction documents are imperfect, that changes are a normal part of the construction process and that both Contractor and architect-initiated changes during construction are unavoidable. Under no circumstances shall KdG be responsible to pay for any item, system, structure or component that would have been required or included in the original construction documents or for any betterment cost (i.e. the cost of improving or enhancing the Project).

If Client or its representative observes or otherwise becomes aware of any fault, deficiency or defect in the Project, or any non-conformity with the Contract Documents, Client shall promptly notify KdG in writing of such fault, deficiency, defect or non-conformity.

KdG services under this Agreement are being performed solely for Client's benefit and no other person or entity shall have any claim against KdG because of this Agreement or the performance or non-performance of any services hereunder. Client shall include this provision in any agreement it enters into with another personal entity involving this Project.



## EXHIBIT A – SCOPE OF SERVICES

---

**CLIENT NAME:** City of Belleville  
**ADDRESS:** 407 East Lincoln Street  
Belleville, Illinois 62220

**DATE:** May 5, 2016  
**PROJECT NAME:** Belleville \* Surveying Services  
**PROJECT NUMBER:** 160083-0001  
**PROJECT LOCATION:** Belleville, Illinois

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### SCOPE OF SERVICES

Kuhlmann *design* Group, Inc. to provide miscellaneous surveying services to the City of Belleville, Illinois.

Services shall include miscellaneous surveys as requested or as needed for the City from May1, 2016 through April 30, 2017.



## EXHIBIT B - HOURLY RATE FEE SCHEDULE

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DESCRIPTION	AMOUNT PER HOUR
Project Principal	\$205.00
Project Manager V	\$185.00
Project Manager IV	\$175.00
Project Manager III	\$165.00
Project Manager II	\$155.00
Project Manager I	\$145.00
Project Architect/Engineer/Designer II	\$135.00
Project Architect/Engineer/Designer I	\$125.00
Architect/Engineer/Designer IV	\$115.00
Architect/Engineer/Designer III	\$105.00
Architect/Engineer/Designer II	\$ 90.00
Architect/Engineer/Designer I	\$ 80.00
Technician II	\$ 70.00
Technician I	\$ 65.00
Word Processor	\$ 65.00
Three-Person Survey Crew	\$220.00
Two-Person Survey Crew	\$155.00
One-Person Survey Crew	\$ 80.00
Land Surveyor	\$140.00
Field Supervisor II	\$ 80.00
Field Supervisor I	\$ 75.00

All reimbursable expenses incurred for a project are billed at cost plus ten percent (10%).

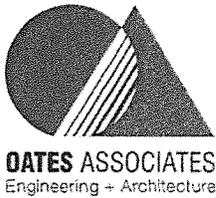
A 1.5 multiplier will be applied to the above hourly rates for services relating to litigation and expert witness.

Travel time to and from jobsite will be charged at the above hourly rates.

Expenses include but are not limited to: travel, subsistence when applicable, telephone charges, reproductions, shipping charges, rental equipment (including repair); additional vehicle, if required; and all Subcontractors (borings, survey, test pit excavations, etc.) engaged by us on behalf of Clients.

**THIS FEE SCHEDULE IS SUBJECT TO REVISION.**





100 Lanter Court, Suite 1    720 Olive, Suite 700    20 East Main Street    330 North Main, Suite 201  
Collinsville, IL 62234    St. Louis, MO 63101    Belleville, IL 62220    St. Charles, MO 63301  
tel 618.345.2200    tel 314.588.6381    tel 618.416.4658    tel 636.493.6277

[www.oatesassociates.com](http://www.oatesassociates.com)

May 10, 2016

Mr. Tim Gregowicz, PE  
City Engineer  
City of Belleville  
407 East Lincoln Street  
Belleville, IL 62220

Re: Dutch Hollow Road Bridge over Tributary to Schoenberger Creek  
SN 082-6116  
Phase II Engineering Services

Dear Mr. Gregowicz:

We propose to render professional engineering services in connection with the Dutch Hollow Road Bridge, located in Belleville, IL (hereinafter called the "Project"). Project improvements will generally consist of removal and replacement of the bridge, placing riprap on the bridge cones, new guardrail, earthwork at the ditch along the southeast quadrant and transitions of the approach roadway approximately 100' each side of the bridge. We understand that engineering services for this project will be paid for with St. Clair County Community Development Block Grants (CDBG) funding.

Our Basic Services will consist of the following items and as detailed in our attached Estimate of Hours:

- Supplemental surveying – pick-up survey to verify ROW, utilities and drainage items
- Right-Of-Way – assuming easements will be required at the southeast ditch area
- Structure borings, geotechnical engineering and Structure Geotechnical Report (by others)
- Final Plans, Specifications and Estimates

We will also furnish such Additional Services as you may request. These services are provided subject to the General Conditions shown on the attached Exhibit A.

We understand the bridge construction will also be financed with CDBG funds and supplemented with other non-MFT funds if necessary. Therefore, the project will be let by the City and no IDOT involvement is anticipated. We understand a fall letting is desired and we will expedite our schedule to meet this deadline. Assuming we receive all Phase I approvals by the end of June, we would submit final plans to you in early October, 2016 for the fall letting. The detailed scope, hours and costs for Phase II engineering are set forth in the attached Cost Estimate of Consultant Services. Engineering services will be billed on the basis of our cost plus fixed fee and are estimated at \$72,000.

Proposal to Gregowicz  
May 10, 2016  
Page 2 of 2

This proposal and the attachments represent the entire understanding between you and Oates Associates, Inc. with respect to the Project and may only be modified in writing signed by both of us. If it satisfactorily sets forth your understanding of our agreement, please sign the enclosed copy of this letter in the space provided below and return it to us. This proposal will be open for acceptance until June 30, 2016, unless changed by us in writing.

Sincerely,

**OATES ASSOCIATES, INC.**

Handwritten signature of Bruce P. Schopp in black ink.

Bruce P. Schopp, PE, SE  
Project Manager

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

By: \_\_\_\_\_

Title: \_\_\_\_\_

## EXHIBIT A HOURLY RATE SCHEDULE

Principal Engineer	205.00
Senior Professional II	175.00
Senior Professional I	155.00
Professional IV	145.00
Professional III	135.00
Professional II	120.00
Professional I	105.00
Junior Professional	85.00
Technician III	115.00
Technician II	100.00
Technician I	80.00
Technician Intern	50.00

The above hourly rates are effective as of July 1, 2015 and are subject to adjustment annually.

### GENERAL CONDITIONS

#### TERMS

When used below, the term "we" and "our" refers to Oates Associates, Inc. and its consultants, stockholders, agents and employees. The term "you" and "your" refers to the person or entity to whom this proposal is addressed.

#### PAYMENT PROVISIONS

We will bill you monthly for services and reimbursable expenses. Our invoices are due and payable within 30 days of issuance. If invoices are not paid when due, we will stop work on the project until paid. In addition, a late charge of 1-1/2% per month will be assessed on invoices not paid within 30 days.

We will bill you for any direct costs we incur in the prosecution of this work. Direct costs may include subconsultants we contract to perform a portion of our scope. Reimbursable expenses will also include any out of pocket costs directly related to this project. Basis for billings of reimbursable expenses will be actual cost.

The above financial arrangements are on the basis of prompt payment of our bills and the orderly and continuous progress of the Project. We would expect to start our services promptly after receipt of your acceptance of this proposal. If there are protracted delays for reasons beyond our control, we would expect to negotiate with you an equitable adjustment of our compensation taking into consideration the impact of such delay including but not limited to changes in price indices and pay scales applicable to the period when services are in fact being rendered.

#### GENERAL LIABILITY AND LIMITATION THEREOF

We agree to hold you harmless and to indemnify you on account of any liability due to bodily injury or property damage arising directly out of our negligent acts, but such hold harmless and indemnity will be limited to that covered by our comprehensive general liability insurance. At your request, we will provide certificates evidencing such coverage and, if available, will purchase additional limits of liability that you may require as a separate cost item to be borne by you.

#### LIMITATION OF LIABILITY

You recognize that our fee includes an allowance for funding a variety of risks which are imposed on us by virtue of our involvement in and association with your project. One of these risks stems from the potential for human error. In order for you to obtain a reduction in fee by virtue of a smaller allowance for risk funding, you agree to limit our professional liability to you for any and all claims, losses, expenses, injuries or damages (including consequential damages) arising from our professional acts, errors, or omissions, such that our total aggregate liability to you shall not exceed the total compensation received by us under this agreement, or the sum of \$50,000, whichever is greater. If you wish to discuss higher limits and the charges involved, you should speak with our personnel.

#### THIRD PARTY CLAIMS

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either you or us. Our services under this Agreement are being performed solely for your benefit, and no other entity shall have any claim against us because of this Agreement or the performance or nonperformance of services hereunder. You agree to include a provision in all contracts with contractors and other entities involved in this project to carry out the intent of this paragraph.

#### OWNERSHIP AND USE

Upon full payment of all sums due or anticipated to be due us under this Agreement and upon performance of all your obligations under this Agreement, the latest original Drawings and Specifications and the latest electronic data prepared by us for the Project shall become your property. This conveyance shall not deprive us of the right to retain electronic data or other reproducible copies of the Drawings and Specifications or the right to reuse information contained in them in the normal course of our professional activities. We shall be deemed the author of such electronic data or documents, shall retain all rights not specifically conveyed, and shall be given appropriate credit in any public display of such Drawings and Specifications. We will, however, retain ownership and possession of original recorded plats.

You will not use or authorize any other person to use the Drawings, Specifications, electronic data and other instruments of service on other projects, for additions to this Project or for completion of this Project by others so long as we are not adjudged to be in default under this Agreement. Reuse without our professional involvement will be at your sole risk and without liability to us. You agree to indemnify and hold us and our subconsultants or agents harmless from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of unauthorized reuse of Drawings, Specifications, electronic data or other instruments of service.

# EXHIBIT A

## GENERAL CONDITIONS (continued)

### **TIMING OF STANDARDS**

We endeavor to perform our services in accordance with standards, building codes, and ordinances in effect at the time of service using that level of care and skill ordinarily exercised by members of the profession currently practicing in the same or similar locality and under similar conditions. You understand that these standards and level of care and skill change with time and that substantially delayed use of our documents without our involvement is at your own risk.

### **TERMINATION, SUSPENSION OR ABANDONMENT**

You recognize that if you terminate, suspend or abandon this project we will incur many costs which we would not have incurred had the project continued to completion. Therefore it is agreed that an equitable adjustment to our compensation shall include but not be limited to all reasonable costs incurred by us on account of suspension or abandonment of the Project, for preparation of documents for storage; maintaining space and equipment pending resumption; orderly demobilization of staff; maintaining employees on a less than full-time basis; terminating employment of personnel because of suspension; rehiring former employees or new employees because of resumption; reacquainting employees with the Project upon resumption; and making revisions to comply with Project requirements at the time of resumption.

### **DISPUTE RESOLUTION**

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

### **UNFORESEEN CONDITIONS**

Our services may be provided to assist you in making changes to an existing facility for which you shall furnish documentation and information upon which we may rely for its accuracy and completeness. Unless specifically authorized or confirmed in writing by you, we shall not be required to perform or to have others perform destructive testing or to investigate concealed or unknown conditions.

### **RELIANCE ON INFORMATION**

In the event documentation or information furnished by you is inaccurate or incomplete, all resulting damages, losses and expenses, including the cost of our Additional Services, shall be borne by you. You shall indemnify and hold harmless Oates Associates, Inc. our subconsultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, which arise as a result of documentation or information furnished by you.

### **CONSTRUCTION MEANS AND METHODS**

Performance of our services does not imply liability by us for Contractor means, methods, techniques, sequences or procedures of construction selected by Contractor or safety precautions and programs incident to the work of Contractor or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor furnishing and performing their work. Accordingly we can neither guarantee the performance of the construction contracts by Contractor nor assume responsibility for Contractor failure to furnish and perform work in accordance with Contract Documents.

### **JOBSITE SAFETY**

Insofar as jobsite safety is concerned, we are responsible solely for our own and our employees' activities on the jobsite, but this shall not be construed to relieve you or any construction contractors from their responsibilities for maintaining a safe jobsite. Neither our professional activities nor the presence of our employees and subconsultants, shall be construed to imply we have any responsibility for methods of work performance supervision, sequencing of construction, or safety in, on, or about the jobsite. You agree that the general contractor is solely responsible for jobsite safety, and you warrant that this intent shall be made evident in your agreement with the general contractor. You also warrant we shall be made an additional insured under the general contractor's general liability insurance policy.

### **HAZARDOUS MATERIALS**

As used in this Agreement, the term "hazardous materials" shall mean any substances, including but not limited to asbestos, toxic or hazardous waste, PCBs, combustible gasses and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statutes) or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the Project site.

You and we acknowledge that our scope of services does not include any services related to the presence of any hazardous or toxic materials. In the event that we or any other party encounter any hazardous materials, or should it become known to us that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of our services, we may, at our option and without liability for consequential or any other damages, suspend performance of our services under this Agreement until you retain appropriate consultants or contractors to identify and abate or remove the hazardous materials and warrant that the jobsite is in full compliance with laws and regulations regarding such materials.





FIRM: OATES ASSOCIATES, INC.  
 ROUTE: Dutch Hollow Road Bridge  
 SECTION: NA  
 AGENCY: City of Belleville  
 JOB NO.: 15159

ESTIMATE OF PERSON HOURS

TASK	PRIN.	SR. PROF. II	PROF. IV	PROF. III	PROF. I	JR. PROF.	TECH. II	TECH. I	TOTAL	SCOPE OF WORK
<b>1.0 FIELD SURVEYS</b>					4	8	8		20	<b>Supplemental Topo at extended roadway</b>
1.1 horizontal & vertical control										NAD 83 (2011) & NAVD 88, GPS derived
research control location / coordinates, elevations, closure route										
set control point monuments in field / 3-point ties										
set control point coordinates & elevations / GPS										
traverse between control points in field										
elevation loop between benchmarks in field										
office calculations / coordinates, elevations, closure										
1.2 topography					2	8	8		18	
locate existing utilities										contact JULIE, measure structure depths
topo / profile / cross sections (surface features)										
project photos										document existing conditions
supplemental field surveys					2	8	8		18	drainage surveys, sign surveys...
1.3 hydraulic survey										
1.4 process survey data for CADD					2				2	CADD platform (AutoCAD / MicroStation)
draw existing topo										includes data collector processing
create & process TIN surface					2				2	
field review and edit topo & TIN										
1.5 staking										
set proposed centerline control points & ties										
set / tie boring locations for soil surveys / foundations										
stake centerline for field check										
locate utility conflict potholes										excavation by others
<b>2.0 INTERSECTION DESIGN STUDY</b>										
<b>3.0 PROJECT DEVELOPMENT REPORT</b>										
<b>4.0 UTILITY &amp; RAILROAD COORDINATION</b>										incl w plans
<b>5.0 HYDRAULIC REPORT</b>										
<b>6.0 BRIDGE CONDITION REPORT</b>										
<b>7.0 GEOTECHNICAL REPORT</b>										Coordination & review only. Report by Subconsultant.
<b>8.0 TYPE SIZE &amp; LOCATION PLANS</b>										

FIRM: OATES ASSOCIATES, INC.  
 ROUTE: Dutch Hollow Road Bridge  
 SECTION: NA  
 AGENCY: City of Belleville  
 JOB NO.: 15159

ESTIMATE OF PERSON HOURS

TASK	PRIN.	SR. PROF. II	PROF. IV	PROF. III	PROF. I	JR. PROF.	TECH. II	TECH. I	TOTAL	SCOPE OF WORK
<b>9.0 STRUCTURE PLANS</b>	<b>20</b>			<b>77</b>		<b>150</b>			<b>247</b>	
structure assumptions										
<i>Structure Type Assumptions Assumed Data (Y/N) Special Considerations Assumed Codes, Manuals, and Referer.</i>										
General Description: Dutch Hollow Road over over Trib to	N									Staged Construction IDOT Bridge Manual -
Length = 92	N									Variable Width Super AASHTO LRFD -
Width = 30	N									Curved Structure
Spans = 3	N									On Curved Alignment
Skew =	N									Super Transition On Bridge
Superstructure Type = PPCDB	N									Two or more Interior Beam Designs
SP2 =	N									Special Pile Design For LF
Abutment Type = Pile bent	N									Special scour design
Pier / Foundation Type = Pile bent	N									Unsymmetrical Spans
	N									Attached Utilities
	N									Add coord with BBS / RR / IDNR
<b>9.1 bridge - plan sheets</b>				<b>15</b>		<b>52</b>			<b>67</b>	
general plan				1		4			5	
superstructure				1		4			5	
ppc deck beam				1		4			5	
ppc deck beam details				1		4			5	
steel railing, type sm				1		1			2	
abutment details				4		16			20	
pier details				4		16			20	
pile details				1		1			2	
boring logs				1		2			3	
<b>9.2 bridge - design tasks</b>	<b>20</b>			<b>62</b>		<b>98</b>			<b>180</b>	
layout/misc				1		4			5	
ppc deck beam design				2		8			10	
abutment design				3		12			15	
pier design				3		12			15	
seismic design				8		20			28	
quantities				8		16			24	
special provisions				2		4			6	
cost estimate				2		4			6	
estimate of time				1		2			3	
coordination and assembly	12			24		8			44	
final plans/ comments	8			8		8			24	

FIRM: OATES ASSOCIATES, INC.  
 ROUTE: Dutch Hollow Road Bridge  
 SECTION: NA  
 AGENCY: City of Belleville  
 JOB NO.: 15159

ESTIMATE OF PERSON HOURS

TASK	PRIN.	SR. PROF. II	PROF. IV	PROF. III	PROF. I	JR. PROF.	TECH. II	TECH. I	TOTAL	SCOPE OF WORK
10.0 DRAINAGE										Included with roadway
11.0 PRELIMINARY PLANS - ROAD										assume final plans - no IDOT review w CDBG funding
12.0 FINAL PLANS - ROAD		2			99	82			183	
12.1 cover sheet					2	8			10	
location map/ project limits					2	8			10	
index of sheets										
standard drawings index										
general notes										
12.2 quantities					8	30			38	
pay items & code numbers					2	8			10	
pavement schedule & quantities					1	4			5	
entrances schedule & quantities										
storm sewer schedule & quantities										
pavement markings schedule & quantities										
removals schedule & quantities					1	2			3	
earthwork schedule & quantities						4			4	
other schedules & quantities					2	8			10	
summary of quantity schedule					2	4			6	
12.3 typical sections					2	4			6	
existing/ proposed typical sections - label pay-items/ thicknesses					2	4			6	
structural pavement design table										
12.4 construction detail sheets										
12.5 intersection/ interchange sheets										
12.6 maintenance of traffic										
12.7 traffic signal plans										
12.8 specialty plan sheets					5				5	
pavement markings										
signing plans										
lighting plans					1				1	
erosion control					4				4	
landscape plans										
12.9 road plan/profile sheets					26	10			36	
plan- alignment/ stationing/ curve data					8	2			10	
pavement/ shoulders/ medians					8	2			10	
intersections/ interchanges										
entrances/ access roads										
guardrail/ barriers					4	2			6	
storm sewers/ culverts/ ditches					4	2			6	
construction limits					2	2			4	
cross-references										

FIRM: OATES ASSOCIATES, INC.  
 ROUTE: Dutch Hollow Road Bridge  
 SECTION: NA  
 AGENCY: City of Belleville  
 JOB NO.: 15159

ESTIMATE OF PERSON HOURS

TASK	PRIN.	SR. PROF. II	PROF. IV	PROF. III	PROF. I	JR. PROF.	TECH. II	TECH. I	TOTAL	SCOPE OF WORK
12.10 cross sections		2			14	10			26	
hand edits					2	8			10	
proposed ditches/ culverts/ storm sewer					8				8	
proposed ROW limits		2			2				4	
earthwork end areas					2	2			4	
matchlines/ cross-references										
12.11 contract documents					30	8			38	
check sheets					8	2			10	
supplemental specifications					4	1			5	
interim special provisions (ISP)										
special provisions					16	4			20	
estimate of time										
estimate of cost					2	1				
12.12 bidding documents (local letting only)					4	4			8	
notice to contractors					2	2			4	
proposal										By City
schedule of prices					2	2			4	
12.13 final PS&E submittal					8	8			16	
plot and assemble final plans					8	8			16	
copy and review final CADD files										
copy and assemble computations										
copy and assemble contract documents										
final submittal and close-out										
obtaining signatures										

FIRM: OATES ASSOCIATES, INC.  
 ROUTE: Dutch Hollow Road Bridge  
 SECTION: NA  
 AGENCY: City of Belleville  
 JOB NO.: 15159

ESTIMATE OF PERSON HOURS

TASK	PRIN.	SR. PROF. II	PROF. IV	PROF. III	PROF. I	JR. PROF.	TECH. II	TECH. I	TOTAL	SCOPE OF WORK
<b>13.0 RIGHT OF WAY</b>		4			16		8		28	
13.1 survey		2			8		8		18	assume one day supplemental ROW survey
research record information										
review title reports										
review locations in field / set survey limits										
locate and tie existing monumentation										
reconcile monumentation with record information										
establish existing ROW & property lines		2			8		8		18	
13.2 documents		2			8				10	
set proposed ROW										
calculate bearings / distances, stations / offsets										
calculate lot closures and areas										
prepare legal descriptions										
prepare ROW conveyance documents		2			8				10	exhibit
prepare ROW plans										
prepare statutory plats										
prepare parcel plats										
prepare monument records										
13.3 submittals										
review ROW needs with Client										
pre-final submittal - ROW plan only										
ROW conveyance documents										Engineer / Public Works Director & Attorney
final submittal - all documents										
13.4 negotiations / acquisitions										comply w/ federal "Uniform Act" requirements
review appraisals										valuations by Subconsultant
documentation										PTAX forms, negotiator reports, parcel
meetings										X property owners
record documents										file conveyance documents with Co. Recorder
IDOT certification										project compliance checklist, meet @ IDOT
14.0 CONSTRUCTION PHASE SERVICES										May be negotiated later.
15.0 ADMINISTRATION / MANAGEMENT	16								16	May be included in other tasks for small projects.
16.0 QA/QC	16								16	May be included in other tasks for small projects.

**DUTCH HOLLOW BRIDGE TOTAL REPLACEMENT**

**CONSTRUCTION COST** **\$568,000**

**BRIDGE -**

- 92' back to back abutments
- 30' out to out deck
- 3 span
- 17" PPCDB with bituminous overlay
- Bridge rail
- Riprap and grading

**ROAD -**

- 50' transition each side, 8" rock
- Guard rail and end sections

**PHASE I ENGINEERING (COMPLETE)** **\$50,000**

- Survey
- Hydraulics
- Determine ROW
- Preliminary road
- TSL
- ESR

**PHASE II ENGINEERING (NOT STARTED)** **\$72,000**

- Geotechnical Report
- Bridge and roadway design / plans
- ROW
- Final PSE

**TOTAL- CONST + PH I AND II ENGR** **\$690,000**

**CDBG FUNDS**

**ROUND 1 - SPEND BY 6/17** **\$356,000**

**ROUND 2 - AVAIL 11/18 SPEND BY 6/18** **\$335,000**

**TOTAL CDBG** **\$691,000**



# BELLEVILLE FIRE DEPARTMENT

1125 South Illinois Street, Belleville, IL 62220

Phone (618) 234-2236 Fax (618) 277-0105

fire@belleville.net



## ***APPLICATION FOR FIRE SAFETY CONSTRUCTION PERMIT***

### **APPLICANT INFORMATION**

APPLICANT NAME: \_\_\_\_\_ LICENSE # \_\_\_\_\_

APPLICANT ADDRESS: \_\_\_\_\_ PHONE #: \_\_\_\_\_

\_\_\_\_\_ EMAIL: \_\_\_\_\_

\_\_\_\_\_ OWNER \_\_\_\_\_ CONTRACTOR \_\_\_\_\_ DESIGN PROFESSIONAL \_\_\_\_\_ OTHER

### **LOCATION OF PROPOSED CONSTRUCTION**

PROPERTY ADDRESS: \_\_\_\_\_

PROPERTY OWNER: \_\_\_\_\_ PHONE #: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ EMAIL: \_\_\_\_\_

### **TYPE OF WORK TO BE PERFORMED**

- INSTALL       REPAIR       REMOVE       PLACE OUT OF SERVICE  
 ABANDON       ALTER       OTHER: \_\_\_\_\_

DESCRIBE NATURE OF WORK AND SPECIFIC LOCATION: \_\_\_\_\_

ESTIMATED DATE OF COMPLETION: \_\_\_\_\_ EST. COST: \$ \_\_\_\_\_

#### **FIRE PROTECTION & DETECTION SYSTEMS**

- FIRE ALARM
- FIRE PUMP
- FIRE SPRINKLER
- STANDPIPE
- PRIVATE HYDRANT
- CLEAN AGENT
- KITCHEN HOOD & DUCT
- OTHER \_\_\_\_\_

#### **FLAMMABLE/COMBUSTIBLE LIQUIDS**

- EQUIPMENT, TANKS, OR FUEL DISPENSING STATIONS

#### **OTHER PROJECTS / SYSTEMS**

- BATTERY SYSTEMS
- SPRAY BOOTH / FINISHING / DIPPING
- TENTS >200 S.F., OR CANOPIES >400 S.F.

#### **HAZARDOUS MATERIALS**

- TYPE, USE, QUANTITY OR STORAGE METHODS

#### **COMPRESSED GASSES**

- PRESSURIZED TANKS OR SYSTEMS (>15 PSI)

#### **LIQUIFIED PETROLEUM GAS (LPG)**

- LPG TANKS, PIPING OR FILLING SYSTEM

ALL PERMITS ALLOW FOR TWO (2) INSPECTIONS: ONE (1) INITIAL/ROUGH-IN AND ONE (1) FINAL/FOLLOW-UP. ADDITIONAL INSPECTIONS MAY REQUIRE ADDITIONAL FEES. REQUEST FOR INITIAL AND FINAL INSPECTIONS SHALL BE THE SOLE RESPONSIBILITY OF THE APPLICANT, OWNER OR AGENT. REMOVAL OF FINISHED SURFACES MAY BE REQUIRED TO ACCESS WORK COVERED PRIOR TO INSPECTION.

### **THIS PERMIT APPLICATION IS NON-TRANSFERABLE**

I HEREBY CERTIFY THAT THE ABOVE INFORMATION IS CORRECT, AND THAT I AM (OR HAVE LEGAL AUTHORIZATION FROM) THE PROPERTY OWNER TO MAKE APPLICATION FOR THE CONSTRUCTION WORK DESCRIBED ABOVE. I AGREE TO ENSURE THE WORK SHALL COMPLY WITH THE PROVISIONS SET FORTH IN THE 2006 INTERNATIONAL FIRE CODE, AS ADOPTED AND/OR AMMENDED BY THE CITY OF BELLEVILLE, IL.

**SIGNATURE OF APPLICANT:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

#### **OFFICIAL USE ONLY:**

DATE RECEIVED: \_\_\_\_\_ RECEIVED BY: \_\_\_\_\_ APPROVED: \_\_\_\_\_ DENIED: \_\_\_\_\_

NOTES / PERMIT #: \_\_\_\_\_



# *Belleville Philharmonic Orchestra*

116 North Jackson \* Belleville, Illinois, 62220 - 618-234-8079

www.bellevillephilharmonic.org

*America's second oldest symphony orchestra  
Serving the Metro-East area since 1867*

Mark Eckert, Mayor of Belleville  
City Hall  
Belleville IL,

March 28, 2016

Dear Mark,

I am deeply sorry that family commitments prevent me from attending this afternoon's meeting. Be assured that I am deeply grateful for your support for our CD recording project and for all of your support for the Belleville Philharmonic for so long a time.

Pursuant to our earlier discussion, I would like to formally propose that Belleville Home Coming March composed for the Belleville Centennial by Frank Macke in 1915 and orchestrated by myself for the Belleville Bicentennial in 2015 be recognized as the official march for the City of Belleville.

Cathy Stoltz is bringing a recording of the Belleville Home Coming March to your meeting today. This will be included on our new CD. Please note that this is a preliminary edit of the March. I am getting together with the recording engineer this week to finalize the editing process.

You may already know that I am retiring from the orchestra and chorale at the end of this season after 21 wonderful years of association with these fine musicians. The search for my replacements is well under way, many excellent candidates have come forward and I am sure that the orchestra and chorale's tradition of success and service to the community will continue indefinitely into the future.

Sincerely yours,

Robert C. Howard, conductor  
Belleville Philharmonic Orchestra and Chorale

600 S. Missouri Ave.  
Belleville IL 62220  
(H) 618-234-8079 (C) 314-304-5645  
bellphil23@gmail.com

Let's Party!

BBQ • Band • Beer

# BACK DECK BLAST

May 21, 2016  
AT BEL-AIR BOWL

Beer flows at 6

Band plays at 7:30

*Featuring:*

The 20th Street Garage Band playing classic rock and blues  
Delicious BBQ available for purchase!

In case of weather, we party in The Regency Room!

belairbowl.com 200 S. Belt West Belleville, IL 62220 618-233-1703



**RESOLUTION NO. 3266**

**A RESOLUTION AMENDING THE ANNUAL BUDGET OF THE CITY OF BELLEVILLE,  
ILLINOIS FOR THE FISCAL YEAR BEGINNING ON THE FIRST DAY OF MAY 2015  
AND ENDING ON THE 30<sup>TH</sup> DAY OF APRIL, 2016.**

**WHEREAS**, the City of Belleville has passed an ordinance establishing the annual budget for the City of Belleville, Illinois for the fiscal year beginning May 1, 2016 and ending April 30<sup>th</sup>, 2017; and,

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

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

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

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

**PASSED** by 2/3 vote of the City Council of the City of Belleville, Illinois on the \_\_\_\_ day of 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 \_\_\_\_ day of May, 2016.

\_\_\_\_\_  
MAYOR

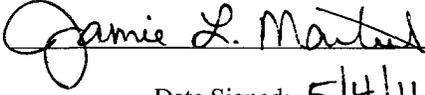
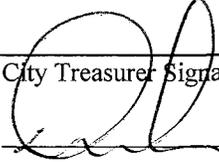
ATTEST:

\_\_\_\_\_  
CITY CLERK

REQUEST FOR SUPPLEMENTAL AMENDMENT - BUDGET – 2016-17

DEPARTMENT/ DIVISION	ACCOUNT NUMBER (LINE ITEM)	LINE ITEM DESCRIPTION	ORIGINAL BUDGETED AMOUNT	AMOUNT OF TRANSFER	REVISED BUDGETED AMOUNT
TIF #3	38-00-89000	Other Improvements	1,830,000	+115,000	1,945,000

Reason for transfer: Encumbrance for Asphalt Patch & Shooting Range April 30, 2016.

Department Head Signature:  _____  Date Signed: _____	Finance Director Signature:  Date Signed: 5/4/16	City Treasurer Signature:  Date Signed: 4 May 16
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Completed By:	J. Maitret	Date Completed:	4/29/16	Entered By:		Date Entered:	
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ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AMENDING CHAPTER 3 (CITY ADMINISTRATION) OF THE REVISED CODE OF ORDINANCES OF BELLEVILLE, ILLINOIS, AS AMENDED**

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 3.09** is hereby amended as follows:

**3.09 CITY CLERK.**

(A) **Council Minutes.** The City Clerk shall attend all meetings of the City Council, and shall keep in a suitable book to be styled the "**Journal of the City Council**", a full and faithful record of its proceedings.

(B) **Records.** The City Clerk shall record and properly index in a book kept for that purpose, all ordinances passed by the City Council and at the foot of the record of each ordinance so recorded, he shall make a memorandum of the date of the passage, and when published, of the publication of such ordinance. He shall also record, in proper books for the purpose, all official bonds, and note upon each bond so recorded, when the same was entered of record and the book and pages where recorded.

(C) **Papers.** The City Clerk shall deliver to the several committees of the City Council, and to the officers of this City, all petitions, communications, reports, resolutions, orders, claims and other papers, referred to those committees or officers, by the Council, on demand therefor. He shall also, without delay, deliver to the Mayor all ordinances or resolutions in his charge, which may require to be approved or otherwise acted upon by the Mayor.

(D) **Commissions, Licenses.** The City Clerk shall prepare all commissions, licenses, permits and other official documents required to be issued by him under this Code and shall attest the same with the corporate seal, and he shall in like manner attest all deeds for the sale of real estate owned and conveyed by this City.

(E) **Report on Licenses.** The City Clerk shall report to the City Council at its regular meetings held on the first Mondays in January, April, July and October in each year, and oftener if the Council so requires the data contained in his license register with respect to licenses issued during the previous quarter.

(F) **License Plates.** In all cases where the City requires a license to be obtained for the purpose of engaging in or carrying on any business or occupation, and the

licensee is required to obtain from the City Clerk plates, tags or stickers, it shall be the duty of the City Clerk to deliver such plates, tags or stickers free to the person paying the license fee.

(G) **Successor.** The City Clerk shall carefully preserve in his office all books, records, papers, maps and effects of every description belonging to the City or pertaining to his office, and not in actual use and possession of other City officers, and upon the expiration of his official term, he shall deliver all such books, records, papers and effects to his successor in office.

~~(H) Payroll. The City Clerk shall prepare the City payroll for all persons who come under appropriations for salaries.~~

(~~H~~) **Payments.** The City Clerk shall daily prepare an itemized list of all moneys received and shall deliver a copy of the same to the City Treasurer and shall also daily pay over to the City Treasurer all moneys received by him and take a receipt therefor.

(~~J~~) **Warrant Register.** The City Clerk shall keep an accurate register of warrants drawn upon the City Treasurer, specifying the date, to whom payable, the amount, and the particular fund or appropriation to which the same is chargeable.

(~~K~~) **Ex-Official Clerk of Town.** The City Clerk shall be ex-officio clerk of the Town of Belleville, and shall keep a separate record of all proceedings in relation to the town.

(~~L~~) **Ex-Officio Clerk of Board of Local Improvements.** The City Clerk shall be ex-officio clerk of the Board of Local Improvements, and shall keep a separate record of all proceedings in relation thereto.

(~~M~~) **Other Duties.** In addition to the foregoing duties, the City Clerk shall perform all such other duties pertaining to his office as are or may be imposed upon him by law or by resolution or ordinance of the City Council.

**Section 2.** That **Section 3.12(B)** is hereby amended as follows:

(B) **Director of Finance.** The Mayor, with the approval of the City Council, shall appoint a Director of Finance, who shall have the powers, duties and responsibilities enumerated in the above sections of the **Illinois Compiled Statutes** as they are now or may hereafter be required by the City Council, however, such bond shall not be less that required by statute.

In addition to the powers, duties and responsibilities enumerated in the above section of the Illinois Compiled Statutes, the Director of Finance shall be responsible for direct management and supervision of the financial affairs of the City not otherwise reserved to the City Treasurer. Such functions shall include, but not be limited to: responsibility for the general accounting and financial reporting of the City's operations; supervision and coordination of the preparation of the Annual City Budget; analyzing financial records to forecast future cash flow and financial results; evaluating needs and sources for short-term and long-term financing; directing and formulating internal control systems; supervising all Accounts Payable functions; oversee the Centralized Purchasing functions; coordinate the Annual Audit; evaluate, plan and develop management information system for all areas of the City's operations; develop a Capital Improvement Plan;

supervise all employee payroll and pension functions; discharge such duties as may be assigned by the Mayor or the City Council.

**Section 3.** That conflicting Ordinances or pertinent portions thereof in force the time this takes effect are hereby repealed.

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

**PASSED** by the City Council of the City of Belleville, Illinois, on this \_\_\_\_ day of \_\_\_\_\_, 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 \_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

**ORDINANCE NO. 7955-2016**

**A ZONING ORDINANCE IN RE CASE #14APR16**

**Todd Kennedy**

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:

**Whereas**, an application has been filed requesting a Special Use permit to utilize a vacant lot adjacent to 4204 Main Street Brewing Company for outdoor restaurant/dining establishment uses at 4200 West Main St. (Parcel: 08-18.0-215-033) located in a "C-2" Heavy Commercial District. (Applicable Section of the zoning code: 60-6-50).

**Whereas**, a public hearing has been held before the City's Zoning Board of Appeals which has issued its advisory report.

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

**Section 1.** That the application requesting a Special Use permit to utilize a vacant lot adjacent to 4204 Main Street Brewing Company for outdoor restaurant/dining establishment uses at 4200 West Main St. (Parcel: 08-18.0-215-033) located in a "C-2" Heavy Commercial District is hereby granted with the following stipulation: (Applicable Section of the zoning code: 60-6-50)

1. All outside music must end by 10:00 p.m.

**Section 2.** That conflicting ordinances or pertinent portions thereof in force at the time of this ordinance takes effect are hereby repealed.

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

**PASSED** by the City Council of the City of Belleville, Illinois, on this \_\_\_\_\_ day of \_\_\_\_\_, 2016 on the following roll call vote:

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

APPROVED by the Mayor of the City of Belleville, Illinois this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

**ORDINANCE NO. 7953-2016**

**A ZONING ORDINANCE IN RE CASE #16APR16**

**Jeff Hammel**

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:

**Whereas**, an application has been filed requesting a Sign Installation for Area of Special Control in order to place a 13.5" x 36" brushed aluminum polymetal sign at 23 South 1<sup>st</sup> St. (Parcel: 08-21.0-443-029, 08-21.0-443-036) located in a "C-2" Heavy Commercial District. (Applicable Section of the zoning code: 53-4-1).

**Whereas**, a public hearing has been held before the City's Zoning Board of Appeals which has issued its advisory report.

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

**Section 1.** That the application requesting a Sign Installation for Area of Special Control in order to place a 13.5" x 36" brushed aluminum polymetal sign at 23 South 1<sup>st</sup> St. (Parcel: 08-21.0-443-029, 08-21.0-443-036) located in a "C-2" Heavy Commercial District is hereby granted. (Applicable Section of the zoning code: 53-4-1).

**Section 2.** That conflicting ordinances or pertinent portions thereof in force at the time of this ordinance takes effect are hereby repealed.

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

**PASSED** by the City Council of the City of Belleville, Illinois, on this \_\_\_\_\_ day of \_\_\_\_\_, 2016 on the following roll call vote:

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

APPROVED by the Mayor of the City of Belleville, Illinois this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

**ORDINANCE NO. 7954-2016**

**A ZONING ORDINANCE IN RE CASE #17APR16**  
**Marvin & Alvina Pruett**

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:

**Whereas**, an application has been filed requesting a Special Use permit in order to build a metal building over 150 square feet at 1002 South Charles St. (Parcel: 08-27.0-311-011, 08-27.0-311-002) located in an "A-1" Single Family Residence District. (Applicable Section of the zoning code: 60-6-5).

**Whereas**, a public hearing has been held before the City's Zoning Board of Appeals which has issued its advisory report.

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

**Section 1.** That the application requesting a Special Use permit in order to build a metal building over 150 square feet at 1002 South Charles St. (Parcel: 08-27.0-311-011, 08-27.0-311-002) located in an "A-1" Single Family Residence District is hereby granted. (Applicable Section of the zoning code: 60-6-5).

**Section 2.** That conflicting ordinances or pertinent portions thereof in force at the time of this ordinance takes effect are hereby repealed.

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

**PASSED** by the City Council of the City of Belleville, Illinois, on this \_\_\_\_\_ day of \_\_\_\_\_, 2016 on the following roll call vote:

	<u><b>AYE</b></u>	<u><b>NAY</b></u>
Joseph Hazel	_____	_____
Ken Kinsella	_____	_____
Jane Pusa	_____	_____
Michael Buettner	_____	_____
Kent Randle	_____	_____
Scott Tyler	_____	_____
Johnnie Anthony	_____	_____
Raffi Ovian	_____	_____
Ed Dintelman	_____	_____
Phillip Silsby	_____	_____
Paul Seibert	_____	_____
Bob White	_____	_____
Phil Elmore	_____	_____
Trent Galetti	_____	_____
Roger Wigginton	_____	_____
James Musgrove	_____	_____

APPROVED by the Mayor of the City of Belleville, Illinois this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

SYS DATE:05/10/16

CITY OF BELLEVILLE  
C L A I M S H E E T  
Monday May 16,2016

SYS TIME:14:17

DATE: 05/16/16

[NCS]

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VENDOR #	NAME	DEPT.	AMOUNT
=====			
13	MOTOR FUEL TAX FUND		
666	MACLAIR ASPHALT COMPANY	13-00	2,478.48
EL001	ELECTRICO, INC.	13-00	1,289.03
	**TOTAL		<u>3,767.51</u>
13	MOTOR FUEL TAX FUND	GRAND TOTAL	3,767.51