



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

**CITY COUNCIL AGENDA
CITY OF BELLEVILLE, IL
JULY 18, 2016
AT 7:00 P.M.**

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

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

2. ROLL CALL ALDERMEN

3. ROLL CALL DEPARTMENTS HEADS

4. PLEDGE OF ALLEGIANCE

5. PUBLIC HEARING

5-A. 6401 West Main Street - Market Place Business District.

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

7. PRESENTATIONS, RECOGNITIONS & APPOINTMENTS.

7-A. Mayor Eckert will recommend the appointment of Ashley Pollock to serve a 1 year term on the Historic Preservation Commission.

7-B. Mayor Eckert will recommend the appointment of Keith Owens to serve a 1 year term on the Historic Preservation Commission.

- 7-C. Mayor Eckert will recommend the appointment of Scott Schmelzel, Downtown Belleville Business Owner and Current President of Belleville Main Street to serve on the Belleville Township Transition Task Force.

8. APPROVAL OF MINUTES

- 8-A. Council Meeting - July 5, 2016.

9. CLAIMS, PAYROLL AND DISBURSEMENTS

- 9-A. Motion to approve claims and disbursements in the amount of **\$5,892,250.56** and payroll in the amount of **\$892,317.21**.

10. REPORTS

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

11-A. STREETS AND GRADES COMMITTEE

- 11 (A-1). Motion to approve revised MFT requests.

- 11 (A-2). Motion to approve 2016 Annual Service Agreement with SCI Engineering, Inc.

11-B. ADMINISTRATION

- 11 (B-1). Motion to approve Union musician, Doug Phillips to perform as a solo singer, guitar player at the Downtown Belleville outside location of 227 East main Street on Thursday, July 21st from 6:00 PM - 10:00 PM. Date was coordinated with the Parks Department and Tavern on Main.

- 11 (B-2). Motion to approve Memorandum of Understanding with St. Clair County Transit District and Larry Glaenger for property transfers

associated with SCCTD bike trail, and authorizing the Mayor to take such actions as necessary to complete the transaction contemplated therein.

11-C. FINANCE COMMITTEE

- 11 (C-1). Motion to increase the hourly wage of 3 Fire Chief Officers by an additional \$1.75 each of the next three years which would increase salaries by \$3,640 per year over the 3-year term, effective August 1, 2016.
- 11 (C-2). Motion to approve the budget amendments as recommended by the Finance Director.

11-D. PLANNING COMMISSION

- 11 (D-1). Motion to approve Fresenius Dialysis Center (6525 West Main Street): Site Plan, Landscape Plan and Architectural Elevations.
- 11 (D-2). Motion to approve Parkway West (07-25.0-200-022/Frank Scott Parkway West): Preliminary Plat, Phase 1.

11-E. ORDINANCE AND LEGAL COMMITTEE

- 11 (E-1). Motion to approve an ordinance amending Chapter 38 (Sewer Code) Article 4 (User Charges) of the revised Code of Ordinance of Belleville, Illinois, as amending portions of sections thereof.

12. COMMUNICATIONS

- 12-A. Request from Belleville Area Humane Society to hold their 3rd Annual Halloween parade on 10/30/16 at 1:00 p.m. The parade will start at the city owned lot at 9th and West Main and will proceed east on West Main towards the fountain ending at 1st and West Main. Following the parade West Main from the cross walk entrance to

West Main Street to 2nd Street and also 1st Street from A Street to Washington will be closed. There will be a social gathering from 1:00 p.m. – 3:00 p.m. The event will include costume contests for dogs and their owners with family friendly music. Request is also for use of 20 barricades and 20 cones from the Street Department to close the side streets. Request is for no parking signs along the parade route on the morning until after the duration of the parade.

- 12-B. Request from Belleville Area Rose Society to hold a yard sale on Saturday, August 20th to benefit the rose garden at 11th and West Main. Hours will be 7:00 AM - 1:00 PM.

13. PETITIONS

14. RESOLUTIONS

- 14-A. **RESOLUTION 3271-2016**
A resolution requesting permission from IDOT to close Route 159 at Frank Scott Parkway for the Get Up & Go Biathlon on August 7, 2016.
- 14-B. **RESOLUTION 3272-2016**
A Resolution amending the annual budget of the City of Belleville, Illinois for the fiscal year beginning on the first day of May 2016 and ending on the 30th day of April, 2017.

15. ORDINANCES

- 15-A. **ORDINANCE 7969-2016**
An Ordinance of the City Council of the City of Belleville, Illinois, Adopting a Business District Plan relating to an area within the City; making findings of fact with respect to such area; designating and establishing a Business District for such area pursuant to the Business District Development and Redevelopment law;

authorizing the imposition and collection of a sales tax within such Business District; providing for further authority; establishing an effective date and other related matters.

15-B. **ORDINANCE 7970-2016**

An Ordinance amending Chapter 38 (Sewer Code) Article 4 (User Charges) of the revised Code of Ordinance of Belleville, Illinois, as amending portions of sections thereof.

16. UNFINISHED BUSINESS

16-A. **ECONOMIC DEVELOPMENT/ANNEXATION COMMITTEE**

16 (A-1). Motion to approve a redevelopment agreement with Sonomacap RE Fund II, LLC for the 6401 West Main St. Marketplace Redevelopment Project.

17. MISCELLANEOUS & NEW BUSINESS

17-A. Motor Fuel Claims in the Amount of **\$14,315.33**.

18. EXECUTIVE SESSION

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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**NOTICE OF PUBLIC HEARING FOR THE
6401 WEST MAIN STREET MARKETPLACE BUSINESS DISTRICT**

The City of Belleville is considering the approval of the "6401 West Main Street Marketplace Business District, Business District Plan" (the "Plan") and the designation of the "6401 West Main Street Marketplace Business District" (the "District") in order to eradicate blighting conditions, assure opportunities for development, encourage private investment and attract sound and stable business and commercial growth within the District, all pursuant to 65 ILCS 5/Art. 11 Div. 74.3.

The Public Hearing concerning the approval of the Plan and designation of the District will be held on Monday, July 18, 2016, at 7:00 PM at Lindenwood University-Alan J. Dixon Bldg., Rear Banquet Hall, 2600 West

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The Public Hearing concerning the approval of the Plan and designation of the District will be held on Monday, July 18, 2016, at 7:00 PM at Lindenwood University-Alan J. Dixon Bldg., Rear Banquet Hall, 2600 West Main St., Belleville Illinois.

This Notice also includes the following information:

1. In order to implement the District, a plan must be adopted. The name of the proposed plan is the 6401 West Main Street Marketplace Business District, Business District Plan, City of Belleville, Illinois (the "Plan").
2. The description of the boundaries of the District is as follows:

Legal Description:

Part of Section 12 of Township 1 North, Range 9 West, of the 3rd Principal Meridian, St. Clair County, Illinois, (All references herein to "Parcel ID" refers to the Parcel Identification Number of Parcel(s) on file in the St. Clair County Court House, 10 Public Square, Belleville, Illinois), also being Part of the "Penn's 2nd Subdivision" to the City of Belleville more particularly described as follows:

Beginning at the point of intersection with Northeasterly Right-of-Way Line of West Main Street and the Northwesterly Right-of-Way line North 64th Street, also being the south most corner of parcel ID 07120213019; thence Northeasterly to the East corner of said parcel; thence Northwesterly to the North corner of said parcel; thence Southwesterly to the West corner of said parcel, also being a point on the Northeasterly Right-of-Way West Main; thence continuing Southwesterly to a point on the Southwesterly Right-of-Way line of said West Main Street; thence Northwesterly along said Southwesterly Right-of-Way line to a point being at right angle to the South corner of Parcel ID 0720213011; thence Northeasterly to said south corner of Parcel ID 0720213011; thence continuing Northeasterly to the West corner of said parcel; thence Northwesterly to the North corner of said parcel, also being a point on the Southeasterly Right-of-Way line of North 66th Street; thence continuing Northwesterly to a point on the Northwesterly Right-of-Way line of said North 66th Street; thence Northeasterly along said Northwesterly Right-of-Way line to a point of intersection with the Northeasterly line of Parcel ID 07120213026; thence Southeasterly to the North most corner of said Parcel ID 07120213026; thence Southeasterly to the East most corner of said parcel, also being a point on the Southeasterly Right-of-Way line of North 64th Street; thence Southwesterly along said Southeasterly Right-of-Way line to the Northeasterly Right-of-Way line of West Main Street, thence Northwesterly along said Right-of-Way line to the point of beginning.

Description by street location: The District consists of approximately six acres and includes an area of "commercial" use along the northeast side of W. Main Street, generally between N. 66th Street and N. 64th Street.

3. The Plan calls for the use of sales tax revenues generated by the imposition of a 1.0% Business District Retailers' Occupation Tax, 1.0% Business District Service Occupation Tax and a 1.0% Hotel Operators' Occupation Tax on an annual basis, to pay for certain specific costs related to the development and redevelopment of the District.

Through the use of the District, the City anticipates being able to assist in the development and physical improvement of this portion of the City. A combination of public improvements and private uses is anticipated within the District.

Business District revenues are proposed to be used for several eligible activities, including but not limited to:

- Costs of studies and surveys, development of plans and specifications, implementation and administration of a business district plan, and personnel and professional service costs including architectural, engineering, legal, marketing, financial, planning, or other professional services;
- Property assembly costs, including but not limited to, acquisition of land and other property;
- Site preparation costs, including but not limited to clearance, demolition, and clearing and grading of land;
- Costs of installation, repair, construction, reconstruction, extension or relocation of public streets, public utilities, and other public site improvements;
- Costs of renovation, rehabilitation, reconstruction, relocation, repair, or remodeling of any existing buildings, improvements, and fixtures; and,
- Costs of installation or construction within the business district of buildings, structures, works, streets, improvements, equipment, utilities, or fixtures.

A copy of the Plan is on file and available for inspection at Economic Development, Planning & Zoning office at the Public Services Building, 407 E. Lincoln St., Belleville Illinois, Monday through Friday from 8:00 AM to 5:00 PM.

4. All interested persons will be given an opportunity to be heard at the public hearing.
5. No conveyance, lease, mortgage or other disposition by the City of land or rights in land owned by the City and located within the District is proposed by the Plan.

We appreciate your response to this Notice and look forward to any comments you may have.

6401 WEST MAIN STREET MARKETPLACE BUSINESS DISTRICT

BUSINESS DISTRICT PLAN

City of Belleville, Illinois

June 1, 2016



Economic Development Resources
St. Louis, Missouri

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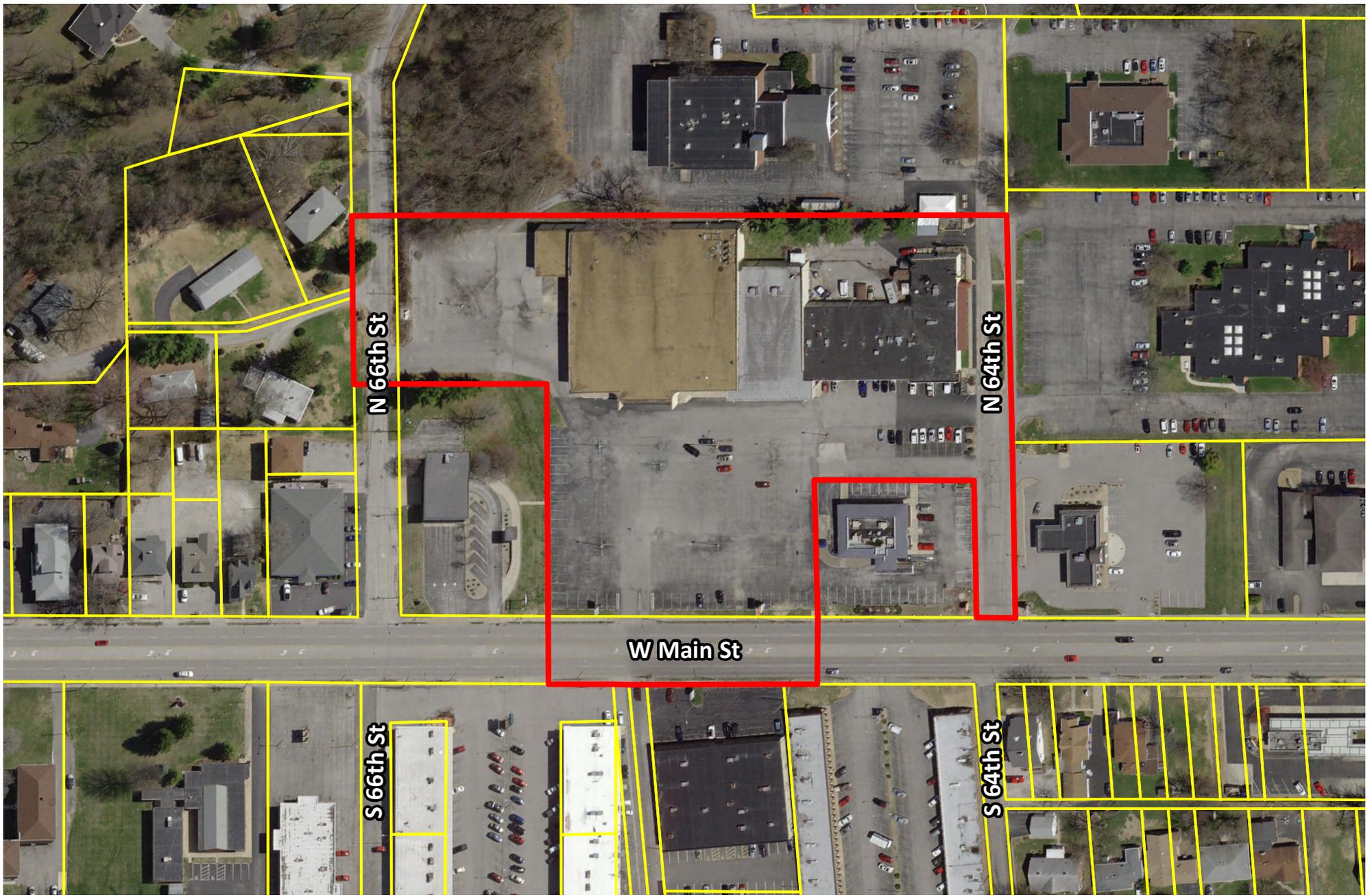
SECTION I

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 (the “Law”). The Law sets forth the requirements and procedures for establishing a business district and a business district plan. The purposes of such a plan are to document that the business district meets the definition of a “Blighted area” (as that term is defined in the Law), and identify those actions and activities to that will eradicate the blighting conditions found in the business district and assist in the development and redevelopment of the business district. The business district plan also identifies those activities, sources of funds, procedures and other requirements needed to implement the plan, and then describes the use of the sales tax and hotel/motel taxes raised within the business district to pay for certain “Business district project costs”, as such costs are 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. 66th Street and N. 64th Street. The location of this approximately six acre District is shown on **Exhibit A – Boundary Map**. The legal description of the District is attached as **Appendix 1 – Legal Description**.

Given the costs of development within the District, including but not limited to the costs to remediate blighting conditions found within the District and to prepare the District (and the buildings, structures and site improvements therein) for development and redevelopment, the City of Belleville proposes to create the District to assist in meeting these costs.



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

EDR
Economic Development Resources

-  District Boundary
-  Parcel



0 200 400
Feet

EXHIBIT A Boundary Map

SECTION II

STATUTORY BASIS FOR BUSINESS DISTRICT DEVELOPMENT AND REDEVELOPMENT

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, hereinafter the “Law”. The Law finds and determines that:

- It is essential to the economic and social welfare of each municipality that business districts be developed, redeveloped, improved, maintained, and revitalized, that jobs and opportunities for employment be created within the municipality, and that, if blighting conditions are present, blighting conditions be eradicated by assuring opportunities for development or redevelopment, encouraging private investment, and attracting sound and stable business and commercial growth;
- As a result of economic conditions unfavorable to the creation, development, improvement, maintenance, and redevelopment of certain business and commercial areas within municipalities, opportunities for private investment and sound and stable commercial growth have been and will continue to be negatively impacted and business and commercial areas within many municipalities have deteriorated and will continue to deteriorate, thereby causing a serious menace to the health, safety, morals, and general welfare of the people of the entire State, unemployment, a decline in tax revenues, excessive and disproportionate expenditure of public funds, inadequate public and private investment, the unmarketability of property, and the growth of delinquencies and crime;
- In order to reduce threats to and to promote and protect the health, safety, morals, and welfare of the public and to provide incentives which will create employment and job opportunities, will retain commercial businesses in the State and related job opportunities and will eradicate blighting conditions if blighting conditions are present, and for the relief of unemployment and the maintenance of existing levels of employment, it is essential that plans for business districts be created and implemented and that business districts be created, developed, improved, maintained, and redeveloped;
- The creation, development, improvement, maintenance, and redevelopment of business districts will stimulate economic activity in the State, create and maintain jobs, increase tax revenues, encourage the creation of new and lasting infrastructure, other improvements, and facilities, and cause the attraction and retention of businesses and commercial enterprises which generate economic activity and services and increase the general tax base, including, but not limited to, increased retail sales, hotel or restaurant sales, manufacturing sales, or entertainment industry sales, thereby increasing employment and economic growth;

- It is hereby declared to be the policy of the State, in the interest of promoting the health, safety, morals, and general welfare of all the people of the State, to provide incentives which will create new job opportunities and retain existing commercial businesses within the State and related job opportunities, and it is further determined and declared that the relief of conditions of unemployment, the maintenance of existing levels of employment, the creation of new job opportunities, the retention of existing commercial businesses, the increase of industry and commerce within the State, the reduction of the evils attendant upon unemployment, and the increase and maintenance of the tax base of the State and its political subdivisions are public purposes and for the public safety, benefit, and welfare of the residents of this State; and,
- The exercise of the powers provided in this Law is dedicated to the promotion of the public interest, to the enhancement of the tax base within business districts, municipalities, and the State and its political subdivisions, the creation of employment, and the eradication of blight, if present within the business district, and the use of such powers for the creation, development, improvement, maintenance, and redevelopment of business districts of a municipality is hereby declared to be for the public safety, benefit, and welfare of the residents of the State and essential to the public interest and declared to be for public purposes.

This Law allows a municipality to assist in accomplishing development and redevelopment activities within its business districts on a locally-controlled basis. Development and redevelopment within a designated business district will generate taxes from sales, services, and/or lodging within the business district and, thus, create tax revenues that will be used to improve the business district. These tax revenues can be used to finance certain “Business district project costs” (“Project Costs”), as such costs are defined in the Law.

The Law allows the corporate authorities to designate an area of the municipality, following a public hearing, as a business district. Under the Law, powers extended to the corporate authorities creating a business district include, but are not necessarily limited to, the following:

- To make and enter into all contracts necessary or incidental to the implementation and furtherance of a business district plan;
- Within the business district, to acquire by purchase, donation, or lease, and to own, convey, lease, mortgage, or dispose of land and other real or personal property or rights or interests therein;
- To acquire property by eminent domain in accordance with the Eminent Domain Act;
- To clear any area within the business district by demolition or removal of any existing buildings, structures, fixtures, utilities, or improvements, and to clear and grade land;

- To install, repair, construct, reconstruct or relocate public streets, public utilities, and other public site improvements within or without the business district which are essential to the preparation of the business district for use in accordance with a business district plan;
- To renovate, rehabilitate, reconstruct, relocate, repair or remodel any existing buildings, structures, works, utilities, or fixtures within any business district;
- To construct public improvements, including, but not limited to, buildings, structures, works, utilities, or fixtures within any business district;
- To fix, charge and collect fees, rents, and charges for the use of any building, facility, or property or any portion thereof owned or leased by the municipality within a business district;
- To pay or cause to be paid business district project costs. Any payments to be made by the municipality to developers or other nongovernmental person for business district project costs incurred by such developer or other nongovernmental person shall be made only pursuant to the prior official action of the municipality evidencing an intent to pay or cause to be paid such business district project costs;
- To apply for and accept grants, guarantees, donations of property or labor or any other thing of value for use in connection with a business district project; and,
- If the municipality has by ordinance found and determined that the business district is a blighted area under the Law, to impose a retailers' occupation tax, a service occupation tax and a hotel operators' occupation tax in the business district for the planning, execution, and implementation of the business district plan, and to pay for business district project costs as set forth in the business district plan approved by the municipality.

The Law also identifies the components of such a business district plan, viz:

- Specific description of the district boundaries and map of the boundaries;
- General description of each project to be undertaken, including a description of the approximate location of each project and a description of any developer, user or tenant within the business district;
- Name of the proposed business district;
- Estimated business district project costs;
- Anticipated sources of funds to pay business district project costs;

- Anticipated type and terms of any obligations to be issued; and,
- The retailers' occupation tax, service occupation tax and/or hotel operators' occupation tax to be imposed (if any), the rate of such taxes and the period of time for which such taxes will be imposed.

SECTION III

BUSINESS DISTRICT PLAN

INTRODUCTION

The City of Belleville (the “City”) is creating the 6401 West Main Street Marketplace Business District (the “District”) and the 6401 West Main Street Marketplace Business District Plan (the “Plan”) in order to provide an important tool for the development and redevelopment of a blighted area of the community. In looking to achieve this end, the City will adhere to certain Objectives and Policies.

A. Objectives

The Objectives of the Plan are to:

- Eradicate the blighting conditions within the District;
- Assure opportunities for development and redevelopment, and attract sound and stable commercial growth and employment opportunities;
- Enhance the tax base of all the underlying taxing districts;
- Facilitate the implementation of public plans, projects and investment within the District in a manner that is compatible with the City’s Comprehensive Plan; and,
- Encourage and assist private investment and development within the District, in a manner that is compatible with the City’s Comprehensive Plan.

B. Policies

The City of Belleville will follow certain Policies to achieve the Objectives outlined above. These include:

- Use District-derived revenues to implement the Plan;
- Utilize City employees and consultants to undertake those actions and activities necessary to accomplish the specific public-side projects outlined in the Plan;
- Provide District revenues, as permitted by the Law, to encourage private developers to complete actions and activities outlined in the Plan; and,
- Utilize those powers extended in the Law to the corporate authorities in the development and redevelopment of the District.

These Objectives and Policies may be amended from time to time as determined by the City.

C. Components of the Business District Plan

1. Boundaries

A number of factors were taken into consideration in establishing the boundary of the District. Established guidelines and standards have been followed in delineating the boundary and preparing this Plan.

Persons employed by Economic Development Resources L.L.C. (EDR), and experienced in determining the eligibility of areas of communities for business district designation, conducted research of the District and environs in order to ascertain the existence of blighting factors found in the Law. EDR was assisted in its determination by information obtained from St. Clair County and the City of Belleville. Based upon these investigations, the location of blighting factors in the area of the City under study, and the eligibility requirements for imposing business district taxes, the boundary of the District was determined.

The District is comprised of one parcel and abutting portions of public rights of way, on the northeast side of W. Main Street, generally between N 66th Street and N. 64th Street.

2. General Description of the Project, Developer, User or Tenant

General Description of the Project

The projects proposed to be undertaken (the “Projects”) within the District will include privately developed and redeveloped commercial uses within the District, and public investment in infrastructure complementary to the private development. The Projects may be developed in one or more phases.

Private Projects proposed to be undertaken within the District include, but are not limited to:

- property assembly and land acquisition;
- site preparation, including remediation, demolition, clearance and grading;
- Partial demolition of Suite A, and rehabilitation of the existing buildings, for commercial and retail uses, including, but not limited to neighborhood commercial, casual/fast food dining, grocery stores;
- rehabilitation and reconstruction of structures and site improvements;
- increased safety lighting; and,

- improvements to private driveways, ingress and egress points and parking lots.

Public Projects will be used to complement private investment and help induce commercial development and redevelopment. These improvements are anticipated to include, but are not limited to:

- studies, surveys, development of plans and other professional services;
- property assembly and land acquisition for public infrastructure and easements;
- improvements to roadways and intersections (roads, curbs, gutters, curb cuts, signalization and turn lanes), as well as improvements to pedestrian infrastructure and streetscape; and,
- marketing sites to prospective businesses, developers and investors, including attracting additional retailers, restaurants and commercial service providers to the District.

Description of Any Developer, User or Tenant

Developers, users or tenants include those developers, users or tenants currently located within the District and those developers, users or tenants attracted to the District through the use of the business district program. A description of any developer, user or tenant of any property to be located or improved within the District is attached as **Appendix 2 – Description of Any Developer, User or Tenant**.

3. Name of Business District

The name of the Business District is the “6401 West Main Street Marketplace Business District”.

4. Estimated Business District Project Costs

The estimated business district project costs (the “Project Costs”) for the District, as discussed in **5.** below, are presented in **Exhibit B – Estimated Business District Project Costs**. These estimates include the sum total of all Project Costs anticipated to be incurred by the City, other governmental entities, or nongovernmental persons in furtherance of this Plan. The estimated costs in the Exhibit are subject to refinement as specific plans and designs are finalized and experience is gained in implementing this Plan.

Total Estimated Business District Project Costs are anticipated to be \$4,500,000.

EXHIBIT B

ESTIMATED BUSINESS DISTRICT PROJECT COSTS

<u>Description</u>	<u>Estimated Costs</u>
Costs of studies, surveys, development of plans and specifications, implementation and administration of a business district plan, and personnel and professional service costs including architectural, engineering, legal, marketing, financial, planning, or other professional services	\$250,000
Property assembly costs, including but not limited to, acquisition of land and other real or personal property or rights or interests therein, and specifically including payments to developers or other nongovernmental persons as reimbursement for property assembly costs incurred by that developer or other nongovernmental person	\$750,000
Site preparation costs, including but not limited to clearance, demolition or removal of any existing buildings, structures, fixtures, utilities, and improvements and clearing and grading of land	\$500,000
Costs of installation, repair, construction, reconstruction, extension, or relocation of public streets, public utilities, and other public site improvements within or without the business district which are essential to the preparation of the business district for use in accordance with the business district plan, and specifically including payments to developers or other nongovernmental persons as reimbursement for site preparation costs incurred by the developer or nongovernmental person	\$750,000
Costs of renovation, rehabilitation, reconstruction, relocation, repair, or remodeling of any existing buildings, improvements, and fixtures within the business district, and specifically including payments to developers or other nongovernmental persons as reimbursement for costs incurred by those developers or nongovernmental person	\$2,250,000
<u>Total Estimated Business District Project Costs</u>	\$4,500,000

Note: Expenditures in individual categories may differ from those shown above; however the total amount of the Estimated Business District Project Costs will not exceed \$4,500,000 plus any additional increase in this figure permitted in the Law for any interest and other financing costs as may be required.

5. Anticipated Source of Funds to Pay Business District Project Costs

The anticipated source of funds to pay Project Costs are those tax revenues generated by the retailers' occupation tax, service occupation tax and hotel operators' occupation tax (collectively, the "Business District Taxes") to be imposed within the Business District. Such Business District Taxes will then be used to pay eligible Project Costs. In addition, the District's costs and obligations may be paid for, in whole or in part, by revenues from other funding sources. These may include state and federal programs and municipal sales tax revenue, as well as tax increment financing ("TIF") revenues in those portions of the District which overlap with the City's TIF area(s).

6. Anticipated Type and Terms of Any Obligations to be Issued

In order to expedite the implementation of the Plan, the City of Belleville, pursuant to the authority granted to it under the Law, may issue obligations to pay for the Project Costs. These obligations may be secured by future revenues generated by the Business District Taxes to be collected and allocated to the Business District Tax Allocation Fund (the "Fund"), as well as other monies identified in 5., above allocated to the Fund. Such obligations may take the form of any loan instruments authorized by the Law, such as bonds, loans, debentures, notes, special certificates or other evidence of indebtedness issued by the municipality to carry out a redevelopment project or to refund outstanding obligations.

Such loans or obligations may be issued pursuant to this Plan. The City anticipates that notes, bonds or similar obligations, if issued, will be secured by revenues in the Fund.

When the Project Costs, including all obligations paying or reimbursing such Project Costs have been paid, any surplus funds then remaining in the Fund shall be distributed to the City Clerk for deposit into the general corporate fund of the City, as provided for in the Law.

7. The Rate of Any Tax to be Imposed Pursuant to Subsection (10) or (11) of Section 11-74.3-3 of the Law and the Period of Time for Which the Tax Shall Be Imposed

Within the District, a rate of tax of 1.0% shall be imposed as a retailers' occupation tax and a service occupation tax, and a rate of tax of 1.0% shall also be imposed as a hotel operators' occupation tax. Such taxes shall be imposed for up to 23 years.

SECTION IV

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. 66th Street and N. 64th 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,

- 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. 66th Street and N. 64th 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. 64th Street, and N. 66th Street.

N. 64th 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. 64th Street or N. 66th 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. 64th Street at W. Main Street, forcing pedestrians to cross N. 64th 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. 66th Street intersecting the entrance drives to the District, further demonstrating this condition.

N. 64th Street and N. 66th 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. 64th Street nor N. 66th 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. 64th Street and N. 66th 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. 65th 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. 64th 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. 66th 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. 64th Street, and N. 66th 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. 64th 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. 64th 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. 64th Street and N. 66th 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. 64th Street and N. 66th 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.**

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” which by reason of a combination of the above factors, noted throughout this report, constitutes an economic liability, a social liability, an economic underutilization of this portion of the City, and a menace to the public health, safety, morals, or welfare.

SECTION V

FINDINGS AND COMPLETION OF OBLIGATIONS

A. Findings

The City of Belleville makes the following findings with respect to establishing the 6401 West Main Street Marketplace Business District:

- The area to be designated as the 6401 West Main Street Marketplace Business District (the “District”) is contiguous;
- The District includes only parcels of real property directly and substantially benefited by the Plan;
- The District, in its entirety, is located within the municipal boundaries of Belleville, Illinois;
- The District is a “Blighted area” as it is 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;
- The District on the whole has not been subject to growth and development through investment by private enterprises and would not reasonably be anticipated to be developed or redeveloped without the adoption of the Plan;
- The Plan conforms to the comprehensive plan for the development of the municipality as a whole.

B. Completion of Business District Projects and Retirement of Obligations

Upon payment of all Project Costs and retirement of all obligations paying or reimbursing the Project Costs, but in no event more than 23 years after the date of adoption of the ordinance imposing taxes pursuant to subsections (10) and (11) of Section 11-74.3-3 of the Law, the City shall adopt an ordinance immediately rescinding the taxes imposed pursuant to these subsections.

APPENDICES

APPENDIX 1

LEGAL DESCRIPTION

LEGAL DESCRIPTION

[to be provided by the City]

APPENDIX 2

DESCRIPTION OF ANY DEVELOPER, USER OR TENANT

“...a description of any developer, user, or tenant of any property to be located or improved within the proposed business district” (65 ILCS 5/11-74.3-5)

Developer, User or Tenant	Description
Sonoma Capital, LLC	Developer
Shenanigan's Restaurant	Commercial Tenant
Subway Restaurants	Commercial Tenant
Marco's on Main	Commercial Tenant
Family Dollar Discount & Dollar Store	Commercial Tenant



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

Ashley Renée Pollock

EDUCATION

Master of Liberal Arts, Women's Studies, Harvard University Extension School, Cambridge, MA, ABT

Master of Liberal Arts, History, Harvard University Extension School, Cambridge, MA, June 2005

Special Student, Graduate School of Arts and Sciences, Harvard University, Cambridge, MA 2002-2010

Bachelor of Arts, History, McKendree University, Lebanon, Illinois, August 2000

AWARDS AND FELLOWSHIPS

- Harvard University Certificate of Distinction in Teaching for Spring semester 2010 awarded by the Derek Bok Center for Teaching and Learning, Harvard University.
- Honorable Mention, Dean's Prize for Outstanding Thesis in the Social Sciences, Harvard University, Cambridge, MA, 2005.
- Graduate Writing Fellow January 2004—May 2004
Derek Bok Center for Teaching and Learning, Harvard University
Selected participant in semester-long pedagogical paid program on writing across the curriculum through creative methods of guiding and responding to student writing. Focused on creating links between active learning, critical thinking, and writing.
- Phi Alpha Theta, National History Honors Society, Member 1998-Present.

TEACHING EXPERIENCE AND CURRICULUM DEVELOPMENT

McKendree University

VISITING LECTURER

PRESENT

Undergraduate courses in Early American History up 1865

Lindenwood University-Belleville

ADJUNCT PROFESSOR

Fall 2011—Fall 2014

Undergraduate Courses Taught:

100 Level:

US History from 1865 to present

Accelerated Late Start Course: World History from 1500 to Present

World History from 1500 to Present

Introduction to World Religions

300 Level:

Special Topics: U.S. Civil Rights Movement 1942-1965

Special Topics: WWII through Film and Popular Culture

Graduate Courses Taught:

Independent Study: United States Cold War History through a Social and Political Lens

TEACHING FELLOW –ALL AT HARVARD UNIVERSITY 2002-2016

WWII through Film & Literature (Don Ostrowski, PhD, Lecturer)	Spring Term 2016
Historical Controversies (Don Ostrowski, PhD, Lecturer)	Fall Term 2015
World History since 1945 (Don Ostrowski, PhD, Lecturer)	Summer 2015
Research Methods and Writing in the Social Sciences (James Herron, PhD)	January Term 2011
Women, Popular Culture, and the 1950s (Alice Jardine, PhD, Professor)	Fall '08, Spring '10, Summer '04
The United States in the Twentieth Century (Brett Flehinger, PhD, Lecturer)	Summers: '05, '06, and '07
The United States Since 1945 (Lisa Szeffel, PhD, Visiting Lecturer)	Fall 2007
History of the Twentieth Century: 1951-2000 (Don Ostrowski, PhD, Lecturer)	Spring 2006
History of the Twentieth Century: 1901-1950 (Don Ostrowski, PhD, Lecturer)	Fall 2006
Advanced Analytical Reasoning in the Social Sciences (Nadine Weidman, PhD, Lecturer)	Fall 2006
World History III: The Age of Empires (Don Ostrowski, PhD, Lecturer)	Fall 2004
The Ascendancy of the West: 1450 to the Present (Don Ostrowski, PhD, Lecturer)	Summer 2004
World Religions (Christopher Queen, PhD, Lecturer)	Spring 2004
World History II: The Rise of the East, 200-1500 (Donald Ostrowski, PhD, Lecturer)	Spring 2004
World History I: The Dawn of Civilization (Donald Ostrowski, PhD, Lecturer)	Fall 2003
Germany in the Twentieth Century (David Hamlin, PhD, Visiting Lecturer)	Fall 2003
History of the Twentieth Century: 1951-2000 (Donald Ostrowski, PhD, Lecturer)	Spring 2003
America in Depression and War: 1929-1945 (Joshua Zeitz, PhD, Lecturer)	Fall 2002

ASSISTANT DEBATE COACH AND JUDGE

Belleville Township High School West, Belleville, IL September 1995-October 2000
 Helped students solidify their debate cases and develop winning strategies, supervised team on tournaments, and judged and critiqued debate rounds.

Administrative Experience

DIRECTOR OF ACADEMIC STUDENT SUCCESS AND RETENTION

Lindenwood University-Belleville January 2012- November 2014

As the University's first person to hold this position, I created a department of academic support that included centralized peer tutoring, a mentoring program for conditionally admitted students and students returning on academic probation.

- Hired and Supervised a 4 full-time staff members that included an Academic Success Assistant, and Academic Success Mentor, and an Academic Success Center Graduate Assistant, and staff of 16 students who served as tutors and receptionists to the lab.
- Collaborated with Faculty to ensure student support services met curriculum demands
- Developed university retention strategies including establishing and chairing a standing retention committee of faculty and staff
- Met regularly with students as part of the mentoring program
- Instituted a system of tracking the academic progress of students that included reach out efforts at 4-weeks and midterm based on data that served to indicate which students needed academic assistance
- Applied institutional policies and procedures as needed
- Delegated administrative tasks as needed
- Coordinated the hiring of students in the "work and learn" program to serve as peer tutors through the appropriate departmental chairs
- Ensured the tutoring sessions met set standards, were offered at times that meet the needs of both day and evening student populations, and that information was readily provided to students seeking assistance

- Effectively utilized social media to connect students to the Academic Success Center resources and fostered a community of students learners
- Advertised the tutoring options throughout campus and on the LU-Belleville website

COORDINATOR OF FIRST-YEAR EXPERIENCE PROGRAM

Lindenwood University-Belleville

June 2014 – November 2014

- Responsible for curriculum development of required freshman course “LUL 101”
- Standardized syllabus
- Hired and supervised adjunct professors to teach 17 sections
- Collaborated with the director of student leadership and engagement to design an orientation week that introduced students to university resources and gave them opportunities to meet with faculty with the overall goal of encouraging an early sense of the college community.
- Utilized positive psychology techniques to introduce students to goal oriented strategies for academic success and persistence toward graduation.

FACULTY ASSISTANT

Harvard University Law School

July 2008-May 2009

- Worked independently in a complex support role under the direction of a senior faculty member Jack Goldsmith and Visiting Professors Willy Forbath and Morris Ratner.
- Provided a wide range of complex secretarial support: prepared, proofed, and tracked/organized a range of academic documents including course materials, articles and letters.
- Managed an intricate calendar of travel plans, student appointments and faculty luncheon meetings. Proactively coordinated and organized seminars and a conference and associated logistics for such, as well as for the Public Law Workshop (PLW); arranged/negotiated travel, speakers, space, catering, reimbursements, and related communications with participants as the key administrative contact.
- Screened and handled daily inquiries including extensive calls from the press; fielded all email; managed office files, and all photocopy needs.
- Served as liaison between faculty, students, research assistants, staff, and external contacts.
- Earned Peer-to-Peer award for “Good Citizenship” at Harvard Law School.

ASSISTANT DEAN

Harvard University Summer School

Summer 2007

Lead a staff of 14 Proctors and oversaw the safety and social interaction of 179 international students in residence of Kirkland House. As a member of the Dean’s Council, I prepared and reviewed disciplinary cases for the Council and Administrative Board as needed.

HARVARD UNIVERSITY SUMMER SCHOOL RESIDENT PROCTOR

Resident Proctor of Lowell, Adams, and Kirkland House

Summers 2003-2005

INVITED LECTURES—Harvard University

“The Tet Offensive as a Turning Point” lecture for World History since 1945, classroom and online course, July 10, 2012.

“The Beat Generation of the 1950s,” Women, Popular Culture, and the 1950s, November 18, 20, 25, 2008 and March 20, 22, 2010.

“Female Beat Writers of the 1950s,” Women, Popular Culture, and the 1950s, July 2006.

“The Beat Generation of the 1950s,” Women, Popular Culture, and the 1950s, July 2004.

“Judaism Gendered: A Personal and Historical Perspective of Women, Judaism, and Feminism,” World Religions, April 2004.

- “A City Beyond Its Time: Cahokia Mounds and Mississippian Culture 900-1400CE in the American Floodplains,” World History, April 2004.
- “A Separate Voice: Jewish Women and Their Religion as a Mode of Survival in Nazi Concentration Camps,” World Religions, Harvard University, April 2003.
- “Race and Nation During and After World War II,” History of America in Depression and War, December 18, 2002.
- “Popular Front Politics: Communists, Fellow Travelers, Liberals, and Popular Front Politics in the 1930s,” History of America in Depression and War, November 13, 2002.
- “New Deal or Same Old Deal? Black American in the 1930s: The American South, Jim Crow and the New Deal,” History of America in Depression and War, November 6, 2002.

Research Experience

RESEARCH ASSISTANT

Harvard University, Cambridge, MA February 2011-July 2011
 Assistant to Alice Jardine, PhD, Professor of Romance Languages and Women, Gender, and Sexuality, Harvard University.

RESEARCH ASSISTANT

Harvard University, Cambridge, MA August 2004-May 2005
 Assistant to James Hankins, PhD, Professor of History, Harvard University.

RESEARCH ASSISTANT

Harvard University, Cambridge, MA August 2004-October 2004
 Assistant to Alice Jardine, PhD, Professor of Romance Languages and Women, Gender, and Sexuality, Harvard University.

RESEARCH ASSISTANT

Harvard University Extension School, Cambridge, MA Fall 2003
 Research Assistant to Donald Ostrowski, PhD, Harvard University

RESEARCH ASSISTANT

Harvard University, Cambridge, MA Summer 2002
 Assistant to Eileen McDonagh, Ph.D., Professor at Northeastern University and Fellow at the Murrery Research Center at the Radcliffe Institute for Advanced Study.

Leadership Experience & Volunteer Work

MEMBER

Belleville Historic Preservation Commission July 2011-January 2016

CHAIR

Belleville Historic Preservation Commission May 2012-May 2014

PRESIDENT

Harvard Extension School Student Association June 2008-June 2009

VICE PRESIDENT OF COMMUNICATIONS

Harvard Graduate Council May 2007-June 2009

REPRESENTATIVE AND MANAGER OF WEEKLY NEWSLETTER

Harvard Graduate Council September 2004- May 2007

CO-DIRECTOR OF THE HARVARD EXTENSION RESEARCH AND CAREER FORUM

Spring 2005

Organized and refereed the call for papers for a poster session of graduate work. This unprecedented event has now become an annual thesis forum giving selected students the opportunity to present their work.

Keith Alan Owens

Objective

To use excellent leadership, organizational, and people skills to help the Belleville Historical Preservation Commission's mission of preserving and conserving local landmarks.

Skills

- Proficient in Microsoft Windows, Word, Excel, Adobe Page Maker, Access, Powerpoint, Adobe Plus, and Photoshop
- Expert on Zeutchel Camera, digitizing documents and microforms.
- CMRS, QuickTime, Time Cards, FPPS, WTTS, ARCis, Portal 63

Education

1990 Lebanon Community High School, Lebanon, IL
Completed: May 1990

High School Diploma

- Sons of the American Revolutionary War Citizenship Award
- The 1990 John Philip Sousa Award 1990 School Citizenship Award
- President of the Spanish Club Member of Student Government
- Fellowship of Christian Athletes
- Finalist of McKendree College Curriculum Challenge

1991-1993 Baylor University, Waco, TX
Completed: December 1993

Bachelors in Music

- 1992 – 1993 Outstanding Church Music Major Award
- Member of the BRH (Baylor Religious Hour) Choir

1994-1996 Southwestern Baptist Theological Seminary
Completed: December 1996

Masters in Music

Work Experience

Feb 2000 – August 2001 First Baptist Church of New Baden
Full Time Senior Pastor

New Baden, IL

Responsible for the administration, committee structure, finance distribution, secondary staff production, education and outreach organization, preaching/teaching three times a week, personal counseling, and legally responsible for the church. This church had many problems

had many problems that I knew about when I took the position. The one main problem was the budget. The church had a budget that a 250 member church would have been able to meet (about \$130,000), but with the church being only 35 to 50 on a given Sunday—this was impossible. I took this position as full-time pastor and after seeing how bad things were financially, I cut my salary to a Part-time position and took my salary to half. When this still did not help, a second time I cut my salary in half and my wife and I were not making ends meet. The church and I were able to refinance the church loan, but still the church was not making budget, and it came down to paying the church loan or my salary. There were major cuts in all salaries, services, and programs, but still the budget was not being met. I made the decision to leave this position because the church could not pay my salary and this decision helped the church out considerably. They were able to get back on their feet financially and are doing very well today.

2001-Present NPRC – NARA

St. Louis, MO

Sept 2001 - May 2002

Kelly Services / Contracted Employee for Preservation Unit (NRPP)

Supervisor: Bill Seibert – (314) 801-0909

Address: NPRC/NARA 9700 Page Avenue, St. Louis, MO 63132

As a contracted employee for the Preservation Unit at NPRC, I was given many responsibilities ranging from microfilm and microfiche conservation, indexing, and shipping. I was an active team player in two major microfilm projects. In completing these projects, we had 36 pallets of microfilm (Approx. 1450 cu/ft) that was indexed and shipped to Boyers cold storage in Iron Mountain, Pennsylvania for long-term cold storage. I wrote the procedures for two projects, teaching Archives Technicians some conservation techniques and performed quality control on their work. I also created the forms for both projects so statistical data could be collected.

May 2002-June 2003 Archives Technician (GS-1421-05):

Supervisor: Bill Seibert – (314) 801-0909

Address: NPRC/NARA 9700 Page Avenue, St. Louis, MO 63132

As a contracted employee for the Preservation Unit at NPRC, I was hired because of my knowledge and skill in microfilm and became an Archive Technician. As an Archive Technician, I was solely responsible for a major microfilming project consisting of intergrading de-classified Morning Reports into circulation. After creating the forms, database, and project calendar, I worked closely with CPR and Archives II in Washington D.C to locate addition copies of these records, create duplicate copies, and housing them in acid-free boxes. We had the originals shipped to Boyers Cold Storage in Iron Mountain, Pennsylvania. I then began two other projects consisting of locating and analyzing all microfilm and microfiche in the NPRC and CPR holdings and analyzing a percentage of microfiche in the OMPF for the Air Force. Again, I created all of the forms and databases for both projects. Both projects are almost complete and are waiting for other projects from Washington D.C. that the preservation unit has been given. The projected completion date is March of 2004. Finally, most recent project is the filming of all the MPV records. In this team effort, I manage the daily work flow, log and record keeping, inventory levels, communication between upper management and other technicians assess product quality-control, repair and assessment of microfilm, and

maintenance and training on the Zeutschel Cameras. This project also included employee management, time and space limitations, system and production management, and computer data entry. I received a "spot award" in 2002 for my participation which was in addition to my responsibilities, vacuuming the mold records in the B-files.

June 2003 – December 2014 Preservation Technician (GS-1001-06 & 07)

Supervisor: Noah Durham – (314) 801-9137

Address: NARA/RXS 1 Archives Drive, St. Louis MO 63138

This position changed internally in our department. Initially, the Archives Technician position was a GS-5 level without a ladder for promotion in the Preservation Unit at NPRC. All of the Archive Technicians had to re-apply for the new position created that included a ladder for promotion. When interviews were held, the decision was made that I qualified for the GS-6 position with 3 other people in our unit. This promotion allowed me to continue my responsibilities of the prior GS-5 position, but then allowed me to train, lead, and perform Quality Control of GS-5 preservation technicians and camera operator's work. I was responsible for Quality Control of all microfilm being filmed at NPRC-NARA. I was responsible for many aspects of current project which consists of work flow, log, and record keeping, inventory levels, communicator between upper management and employees, product Quality-Control, repair and assessment of microfilm, and maintenance and training on the Zeutschel cameras. This project also includes employee management, time, and space limitations, system and production management, computer data entry, and team leadership cooperation. Plus I was given further opportunities by management on projects that consists of personal time management, goalsetting, and communication in person and follow up by e-mail and conversation. Also, I clean, repair, and preserve microfilm throughout the center and working with the COREs, OR, and Archival Research Room to better service them, so their job is easier.

When I earned my GS-7 position, my work responsibilities grew which included heading up the re-housing and organizing of the CCC/WPA records at CPR which took 8 months to complete, transferred and organized all microfilm in the OR cabinet (approx. 125,000 rolls) into cold storage and creating finding aids, and led a group of 5 contract workers to complete the prepping of the QMPs for filming. In addition, I coordinated and led the Transition Microfilm Team who transferred, re-box, rehoused, and shipped over 750,000 rolls of microfilm into 157 cabinets at 1 Archives, 1300+ boxes to Valmeyer Annex, and 1300+ boxes to Lenexa, KS. During this project, I taught and followed national rules and

regulations on record and information on records that could and could not be released to the public.

I also worked on the digitization of the MC Historical & MSN Microfilm and help digitize, edit, and perform quality control on the PEPs. In all of these tasks, the work force I supervised were students and volunteers who were both high school and college age. In addition to these responsibilities, I was a move coordinator at CPR for the first part of the move to the Valmeyer facility and was a key point person for CFC, NPRC Poster Committee chair, Customer Service Week Committee member, Preservation Outreach Committee, and member of NPRC Christmas Committee. I was asked to lead the NPRC Poster Committee in August 2010 which consisted of 12 college age students. We were tasked to come up with 10 to 15 poster concepts to promote awareness of work practices that are acceptable in the NPRC stack areas. We came up with 32 poster concepts in which all of the poster were approved by the NPRC management and currently on display. I was also the co-chair of the National Archives' Preservation Programs Social Media Outreach. I advised NPRC staff the proper procedures in filing and refilling microfilm, and conduct random audits to see if film and files are place correctly back into cabinets or boxes.

December 2014 – Present Supervisory Archives Technician (GS-1001-09)
Supervisor: Angie Foster – (314) 801-9391
Address: 1 Archives Drive, St. Louis MO 63138

I served as a Supervisory Archives Technician (Coach) to Core 4 Team D at NPRC. My current position responsibilities include supervising 23 people which included Support, Technicians, and Expert Technicians. I am tasked to approve leave requests, time cards, QuickTime, ARCis, FPPS, Portal 63, and WTTS. I also had to approval daily time sheets and resign work accordingly. I was able to build unity within this team and reduce the backlog cases this team has held. This included the elimination of 150+ QA records that were 30+ days over standard to a turnaround of 10 QAs with a 3 day turnaround. I was also able to steadily increase the out of Sep Doc cases from the middle 60% to 95%. I also help weekly ET's and 15 minutes team meeting. With weekly meetings with the assistant CORE manager, I proved that my organization skills, management skills, and inter-personal skills produced a positive result that built both morale and production. With the help of my ETs, we were able to formulate a plan in which

they would be able to meet their case work standards and balancing their other required duties.

I spearheaded the HP (High Producer) Project and the team helped Core 4D increase their production by 6%. I nominated the members of this team to receive the Archivist Award, which they won in May 2016. Core 4D has been Team of the Month for production and quality 14 out of the last 18 months. I also created the weekly "hot lists" for each technician on the team to get old cases, old FWOA, old congressionals. With the formation of Tech Talk, this give technicians the freedom to ask questions from their peers about best work practices. This program has be implemented throughout NPRC.

Through this position, I have supervised and lead daily activities with reference services, managed workflow, disciplinary actions, and promotions. Motivate team using interpersonal skills that emphasize commitment to the mission, personal responsibility, empathy, and flexibility. Recommend solutions and improvements towards the team, branch, Core, and Center goals.

I did research, price analysis, product comparison, Performance Work Statement (PWS), Limited Acquisition Plan, and Request for Quote for microfiche scanners/printers to be purchased and used for higher productivity at NPRC.

I had a three week detail at the end of December 2015 and beginning of January 2016 as Acting CORE manager and Acting Assistant CORE manager.

References

On Request

**CITY OF BELLEVILLE, ILLINOIS
REGULAR CITY COUNCIL MEETING MINUTES
COUNCIL CHAMBERS – CITY HALL
JULY 5, 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 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, Kent Randle, Johnny Anthony, Raffi Ovian, Phil Silsby, Ed Dintelman, Paul Seibert, Bob White, Trent Galetti, Phil Elmore and Roger Wigginton.

Members excused on roll call: Mike Buettner, Scott Tyler and Jim Musgrove.

ROLL CALL DEPARTMENT HEADS

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

Excused: Fire Chief, Tom Pour; Director of Public Works, Chuck Schaeffer; Police Chief, Bill Clay.

PLEDGE

Mayor Eckert led the Pledge of Allegiance.

PUBLIC HEARING

None.

PUBLIC PARTICIPATION

Lillian Schneider

Ms. Schneider stated she was not at the last regular city council meeting and not because an alderman so rudely spoke to her after the meeting. It was unprofessional and could it be official misconduct. This was heard; therefore, the alderman will not be able to lie under oath.

She is tired of being "too negative". There was a paper during her campaign that was put out that she was too negative to be an alderman. It mentioned the fire chief...he thinks she is too negative because she voted no on him...it wasn't him she voted no on it was the salary.

Ken Kinsella and Joe Hazel name was on the letter. She stated "if you think you got me...you better think again". Wait till the information comes back from the two FOIAs she turned in.

She is doing this for public record and all you can do is yell at her...you can't shoot her. Thank you for making me more stronger and determined and if anyone ever speaks to her that way again there will be a lawsuit.

Michael Hagberg

Regarding 11 (C-2) on the agenda "appointing Alderman Silsby as Mayor pro-tem. It is nice the ILCS law is referenced; however, there is nothing in that law granting the mayor the authority to appoint an alderman in his absence. It does state the corporate authorities shall elect one of their own members to act as mayor pro-tem. Why do you reference ILCS law and then do what you please? Even though the outcome may be the same why not just follow the law and elect a mayor pro-tem.

This item should read "a motion to elect mayor pro-tem during Mayor Eckert's absence".

Jim Rauckmann

He owns and operates a business at 33 Empire Drive and a special use permit requests 34 Empire Drive which is directly across the street from his facility. The application is for three suites at the building and each suite is 5000 square feet; therefore, this is a 15,000 sq ft they are after. Asking to change from an industrial use to retail. The applicant is a company called Shop72 and they are using it to fulfill internet orders which is a great use for that facility. A semi trucks bring in

products (women's clothing, shoes, toys, candy etc.) and it leaves via FedEx and UPS. He does not believe the industrial park was not intended to be used this way. In fact, if you look around Southern Illinois and even into Missouri Belleville has one of the best industrial park's there is. Mr. Rauckmann is requesting the council to deny this request. Perhaps the applicant can return with a use plan, parking plan etc.

Stewart Lannert

Approximately seven or eight years ago he filled out a complaint because he was beaten up and told police officers when they arrived he want to file a complaint against the person and they told him to go home and forget about it. He spent the night in jail he told the cop that let him out he was going to file the complaint and was held another 3-4 hours and then filed a complaint against the officer.

Jay

Speaking regarding the special use permit for 34 Empire Drive. As per his conversations with Ms. McCaskill regarding some of the concerns: they currently employ 9 employees and the 18 parking spaces is more than enough; they are not asking to rent the entire 15,000 sq ft and only 600 sq ft.

PRESENTATIONS, RECOGNITIONS & APPOINTMENTS

Mayor Eckert recognized the character word of the month “Citizenship” meaning doing your share to make your community better, and being a good neighbor.

Mayor Eckert proclaimed July 15, 2016 as Sister Cities International Day in the City of Belleville.

Mayor Eckert will recognize John Buehlhorn in honor of his grateful assistance to the City of Belleville Police Department.

APPROVAL OF MINUTES

Alderman Seibert made a motion seconded by Alderman Dintelman to approve to accept and file the minutes of June 27, 2016.

All members voted aye.

CLAIMS, PAYROLL, AND DISBURSEMENTS

Alderman Wigginton made a Motion seconded by Alderman Anthony to approve claims and disbursements in the amount of **\$1,263,835.39** and payroll in the amount of **\$884,339.48**.

Members voting aye on roll call: Hazel, Kinsella, Pusa, Randle, Anthony, Ovian, Silsby, Dintelman, Seibert, White, Galetti, Elmore and Wigginton. (13)

REPORTS

None.

ORAL REPORTS

ZONING BOARD OF APPEALS AND ORDINANCES

Alderman Seibert made a motion seconded by Alderman White to *deny* **25-JUN16 – Ahsan Raza/Shop72.com Inc.** – Requesting a Use variance in order to sell retail to the public at 34 Empire Dr., Suites 3, 4, and 5 (Parcel: 08-26.0-407-003) located in a “D-1” Light Industry District. (Applicable portion of zoning code: 60-6-74.)

All members voted aye.

PLANNING COMMISSION

Alderman Elmore made a motion seconded by Alderman Galetti to approve the Site Plan for 161 Apartments, Hayden Properties.

Discussion...

Alderman Elmore stated he received a question from a citizen that he would like to publicly address that pertain to IDOT studies. Mr. Hayden has not requested any grant money. Mayor Eckert stated when his engineer applies for the cutouts on IL161 they will have to submit to IDOT.

Members voting aye on roll call: Hazel, Kinsella, Pusa, Randle, Anthony, Ovian, Silsby, Dintelman, White, Galetti, Elmore and Wigginton. (12)

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

ADMINISTRATION

Finance Director, Jamie Maitret, explained the necessity for the fiber optic cable. Within three months the service should be faster and at a reduced rate of \$400-\$500 per site.

Alderman Ovian made a motion seconded by Alderman Seibert to approve the Mayor signing orders to upgrade our Windstream network at 407 E Lincoln and 510 West Main St buildings for approximate additional monthly cost of \$1,063 per site.

Members voting aye on roll call: Hazel, Kinsella, Pusa, Randle, Anthony, Ovian, Silsby, Dintelman, Seibert, White, Galetti, Elmore and Wigginton. (13)

Alderman Randle made a motion seconded by Alderman Ovian to appoint Alderman Phillip Silsby as Mayor Pro Tem during Mayor Eckert's absence from the City for anticipated medical leave (the timeframe of which to be determined by Mayor Eckert upon consultation with his surgeon) pursuant to Section 3.1-35-35(a) of the Illinois Municipal Code (65 ILCS 5/3.1-35-35(a)), to perform the duties and possess all the rights and powers of the mayor during such period while remaining entitled to vote as an alderman.

Members voting aye on roll call: Hazel, Kinsella, Pusa, Randle, Anthony, Ovian, Dintelman, Seibert, White, Galetti, Elmore and Wigginton. (12)

Member abstaining aye on roll call: Silsby. (1)

ORDINANCE AND LEGAL COMMITTEE

Alderman Wigginton made a motion seconded by Alderman White to approve amending Chapter 30 (Offenses), section 30-1-44 (Truancy) of

the revised code of ordinances of Belleville, Illinois, as amended, by amending portions of sections thereof.

Members voting aye on roll call: Hazel, Kinsella, Pusa, Randle, Anthony, Ovian, Silsby, Dintelman, Seibert, White, Galetti, Elmore and Wigginton. (13)

Alderman Wigginton made a motion seconded by Alderman Seibert to approve amending Chapter 60 (Zoning Code), section 60-7-11 (outdoor restaurants and dining establishments) of the revised code of ordinances of Belleville, Illinois, as amended.

Alderman Elmore asked if this addresses restaurants that do not have a bump out; Mayor Eckert stated they cannot block the sidewalk (48" of open space must be available).

Mayor Eckert state there has been one individual that has been calling and is not in attendance. The city has been turned in to the Attorney General over this issue.

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

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

COMMUNICATIONS

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

Communication from The Circle of Remembrance requesting a change in date for the use of the small community park on the corner of E. Main and N. Church. The theme for this community outreach will be, **“The Circle of Remembrance.”** This event is free to the public. The dates we would like to use the area will be on the second and third Sundays: July 24, 2016, July 31, 2016, August 7, 2016, August 28, 2016, September 4, 2016 and September 25, 2016. The time for each of these dates will be from 4:00pm through 7:00pm. This community outreach

will be a musical with 15 to 20 people and remain open for anyone from the public to stop by and enjoy the performance at no charge.

Communication from Keith Owens requesting the “The Old Belleville Historic Luminary Walk” on Friday, December 9 (6:00 – 9:00PM) and Saturday, December 10 (5:00 – 9:00PM). Requesting to close off Abend from Main Street to Garfield and Garfield to Mascoutah Ave.- lining the streets with candle-filled luminaries (Requesting the streets to be closed from 3:00 to 10:00 for set-up and clean-up on both days). There will be Carolers and Choirs singing on the route, serving hot cider, s- mores, candy canes, and ginger bread, horse drawn carriage rides, Saint Nicholas, Open houses, Koerner House with a quilt exhibit and the Garfield Tavern open for snacks and choirs and Geo-Cache activity for kids.

All members voted aye.

RESOLUTIONS

Alderman Silsby made a motion seconded by Alderman Kinsella to read Resolutions 3267 and 3268 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:

RESOLUTION 3267-2016

A resolution of support for submission of a St. Clair County Parks Grant Commission Grant Application.

RESOLUTION 3268-2016

A resolution authorizing the grant of utility easements to Ameren Illinois.

Members voting aye on roll call: Hazel, Kinsella, Pusa, Randle, Anthony, Ovian, Silsby, Dintelman, Seibert, White, Galetti, Elmore and Wigginton. (13)

ORDINANCES

Alderman Silsby made a motion seconded by Alderman Pusa to read Ordinance 7966-2016 by title only.

All members voted aye.

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

ORDINANCE 7966-2016

A Ordinance amending Chapter 30 (Offenses), section 30-1-44 (Truancy) of the revised code of ordinances of Belleville, Illinois, as amended, by amending portions of sections thereof.

Members voting aye on roll call: Hazel, Kinsella, Pusa, Randle, Anthony, Ovian, Silsby, Dintelman, Seibert, White, Galetti, Elmore and Wigginton. (13)

Alderman Silsby made a motion seconded by Alderman Kinsella to read Ordinance 7967-2016 by title only.

All members voted aye.

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

ORDINANCE 7967-2016

An Ordinance amending Chapter 60 (Zoning Code), section 60-7-11 (outdoor restaurants and dining establishments) of the revised code of ordinance of Belleville, Illinois, as amended.

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

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

UNFINISHED BUSINESS

None.

MISCELLANEOUS & NEW BUSINESS

Alderman Seibert made a motion seconded by Alderman White to approve Motor Fuel Claims in the Amount of **\$6,128.04**.

Members voting aye on roll call: Hazel, Kinsella, Pusa, Randle, Anthony, Ovian, Silsby, Dintelman, Seibert, White, Galetti, Elmore and Wigginton. (13)

EXECUTIVE SESSION

None.

ADJOURNMENT

Alderman Galetti made a motion seconded by Alderman Wigginton to adjourn at 8:00 pm.

All members voted aye.

Dallas B. Cook, City Clerk

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

GENERAL FUND

00 - Revenue	\$240,617.66
50 - Administration	\$37,617.72
51 - Police	\$42,368.31
52 - Fire	\$14,943.85
53 - Streets	\$9,851.67
54 - Parks	\$17,772.50
55 - Cemetery	\$585.89
56 - Hlth/Sanitation	\$99,569.31
60 - Legal	\$1,133.74
61 - Health & Housing	\$5,321.46
62 - Economic Planning & Dev	\$100.97
82 - Mayor	\$364.34
83 - Finance	\$236.63
84 - Human Resources	\$1,204.07
85 - Clerk	\$222.62
86 - Treasurer	\$630.04
87 - Maintenance	\$8,426.81
88 - Engineering	\$849.10
GF TOTAL	<u>\$481,816.69</u>

SEWER OPERATIONS

00 - Operation & Maint.	\$562,500.00
75 - Collections	\$1,742.18
77 - Lines	\$6,824.06
78 - Plant	\$99,139.05
SEWER TOTAL	<u>\$670,205.29</u>

02 - Parks Projects	\$12,500.00
04 - Library	\$19,986.43
07 - Park/Rec	\$193,760.92
13 - Motor Fuel Tax Fund	\$14,315.33
18 - Walnut Hill Future Care	\$6,987.00
22 - Sewer Repair & Replacement	\$125,000.00
24 - Sewer Const.	\$636,317.55
25 - Sewer Bond & Interest	\$688,487.31
30 - SSA	\$12,569.43
31 - Working Cash Fund	\$75,000.00
32 - Library Gift Endowment	\$3,750.00
38 - TIF 3	\$218,786.71
39 - TIF 4	\$7,267.40
45 - 2015 PD Proj. Construction Fund	\$1,711,533.05
52 - Tif 10 Lower Richland Creek	\$138,750.00
53 - TIF 11 Ind Job Recovery	\$10,000.00
55 - TIF 13 Drake Road	\$12,500.00
56 - TIF 14 Route 15 East	\$25,000.00
57 - TIF 15 Carlyle Greenmount	\$324,186.15
59 - Special Service Areas Reserve Acc	\$27,500.00
60 - SSA Bond I&S	\$25,000.00
64 - 2011 TIF BOND I & S	\$31,250.00
67 - 2005 Bond Fund I&S	\$162,500.00
72 - NARCOTICS	\$783.00
76 - TIF 18 Scheel St	\$12,500.00
77 - TIF 19 Frank Scott Parkway	\$243,601.96
78 - TIF 20 Rt 15/S Green Mnt	\$396.34

ALL FUNDS TOTAL	<u><u>\$5,892,250.56</u></u>
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VENDOR #	NAME	DEPT.	AMOUNT
01 GENERAL FUND			
659	LIBRARY FUND	01-00	11,196.27
AA000	A AGE ELECTRIC	01-00	35.00
BA099	BAY, CARROLL	01-00	15.00
CH042	CHAMBERS, TYLER	01-00	20.00
EC007	ECKERT'S COUNTRY STORE AND FARMS	01-00	2,672.22
HO095	HOPE IN CHRIST CHURCH	01-00	100.00
KR036	KRAMKOWSKI, BRADLEY	01-00	35.00
KR038	KRONENBERGER, MICHAEL	01-00	10.00
LU020	LUECKING, CATHERINE	01-00	10.00
RE048	REESE, BRUCE	01-00	20.00
RO096	ROUSAN, KRYSTIN	01-00	10.00
RO097	ROSS, JAMES	01-00	15.00
UM001	UMB BANK NA	01-00	226,439.17
WA085	WARD, RITA	01-00	10.00
WO049	WOOLARD, MICHAEL	01-00	10.00
YO010	YORK CHRISTINE	01-00	20.00
**TOTAL			240,617.66
ADMINISTRATION			
1112	WATTS COPY SYSTEM, INC.	01-50	1,212.09
3119	COMPUTYPE IT SOLUTIONS	01-50	308.75
402	EGYPTIAN STATIONERS, INC.	01-50	99.03
4902	AT & T	01-50	135.27
4989	MINTON ENTERPRISES INC	01-50	90.00
551	ILLINOIS AMERICAN WATER	01-50	10,257.73
6122	VERIZON WIRELESS	01-50	115.84
759	BELLEVILLE NEWS DEMOCRAT	01-50	98.36
CO139	CONSTELLATION NEWENERGY, INC	01-50	8,662.93
CU017	CULLIGAN/SCHAEFER WATER CENTERS	01-50	35.00
FR042	FREEBURG PRINTING & PUBLISHING, I	01-50	195.00
OF004	OFFICE DEPOT	01-50	400.18
PR058	PRO SIGNS ADVERTISING & DESIGN	01-50	197.00
SI007	SIGNAL HILL FIRE PROTECTION DIST	01-50	8,158.55
SY006	SYNERGY CONCEPTS, INC	01-50	1,000.00
UM001	UMB BANK NA	01-50	6,651.99
**TOTAL ADMINISTRATION			37,617.72
POLICE DEPARTMENT			
1112	WATTS COPY SYSTEM, INC.	01-51	638.03
159	AUFFENBERG FORD LINCOLN MERCURY	01-51	295.51
277	CAMPER EXCHANGE, INC.	01-51	60.23
309	CLEAN MACHINE	01-51	242.50
3430	FIRESTONE CAR CENTER	01-51	493.72
3916	VOGT OIL CO., INC.	01-51	7,429.76
402	EGYPTIAN STATIONERS, INC.	01-51	75.32
4902	AT & T	01-51	804.88
6122	VERIZON WIRELESS	01-51	2,221.25
657	LEON UNIFORM COMPANY, INC.	01-51	2,354.31

VENDOR #	NAME	DEPT.	AMOUNT
01 GENERAL FUND			
POLICE DEPARTMENT			
6838	PEAKNET, INC	01-51	107.00
AB015	ABRA AUTO BODY & GLASS	01-51	170.65
BE145	BELLEVILLE FAST SERVICE	01-51	240.00
BR052	BROWN, SHANE	01-51	255.98
CE012	CENTER FOR EDUCATION & EMPLOYMENT	01-51	124.95
FA026	FACTORY MOTOR PARTS CO	01-51	934.73
IL008	COMMUNICATION REVOLVING FUND	01-51	1,623.11
KE000	KELSO AUTO BODY, INC.	01-51	124.00
K0029	KOEBBE, PATRICK	01-51	123.25
LI011	LINDENWOOD UNIVERSITY	01-51	14,648.50
MA053	MATTINGLY, CHRIS	01-51	136.53
MA141	MAYER, ERNEST	01-51	70.05
ME034	MERTZ FORD MILLSTADT	01-51	1,847.02
OF004	OFFICE DEPOT	01-51	164.99
OL008	OLIVER C JOSEPH GMC	01-51	54.85
OR001	O'REILLY AUTO PARTS	01-51	161.49
PE014	PEARCE, MICHAEL	01-51	94.82
RO002	ROEHR, ED SAFETY PRODUCTS	01-51	509.24
SO034	SOUTHWEST FAMILY & CHILDREN'S	01-51	525.00
TH048	THE BANK OF EDWARDSVILLE	01-51	747.57
TI027	TIBURON, INC	01-51	4,909.00
WE054	WELLS, GEOFF	01-51	180.07
**TOTAL POLICE DEPARTMENT			42,368.31
FIRE DEPARTMENT			
1112	WATTS COPY SYSTEM, INC.	01-52	360.53
1728	HEROS IN STYLE	01-52	774.75
182	BANNER FIRE EQUIPMENT INC	01-52	831.88
2435	GATEWAY INDUSTRIAL POWER	01-52	273.74
3445	DAVE SCHMIDT TRUCK SERVICE	01-52	2,113.22
3916	VOGT OIL CO., INC.	01-52	1,426.67
393	DUTCH HOLLOW JANITORIAL SUPPLIES	01-52	324.32
4902	AT & T	01-52	141.06
515	HOME-BRITE ACE HARDWARE	01-52	61.10
6122	VERIZON WIRELESS	01-52	279.30
726	CLEAN UNIFORM COMPANY	01-52	163.92
BE144	BERTCO AUTOMOTIVE, INC	01-52	69.04
BI034	BIERMANN, KYLE	01-52	364.35
CH030	CHARTER COMMUNICATIONS	01-52	308.11
JI000	HEARTLAND AUTOMOTIVE SERVICES, IN	01-52	79.10
JO070	JOYCE, CHRISTOPHER	01-52	325.14
MI009	MIDWEST INDUSTRIAL SUPPLIES & SER	01-52	868.28
PR059	PRESTON, MATT	01-52	509.09
SE034	SENTINEL EMERGENCY SOLUTIONS	01-52	3,619.25
TH048	THE BANK OF EDWARDSVILLE	01-52	1,904.03
TI027	TIBURON, INC	01-52	128.00
UP000	UPS STORE, THE	01-52	18.97
**TOTAL FIRE DEPARTMENT			14,943.85

VENDOR #	NAME	DEPT.	AMOUNT
=====			
01	GENERAL FUND		
	FIRE DEPARTMENT		
	STREETS		
1112	WATTS COPY SYSTEM, INC.	01-53	171.04
277	CAMPER EXCHANGE, INC.	01-53	19.98
3916	VOGT OIL CO., INC.	01-53	4,858.07
393	DUTCH HOLLOW JANITORIAL SUPPLIES	01-53	323.33
413	ERB TURF EQUIPMENT, INC.	01-53	232.89
4902	AT & T	01-53	323.45
6122	VERIZON WIRELESS	01-53	253.73
7141	AL'S AUTOMOTIVE SUPPLY, INC.	01-53	636.68
7277	MCKERRACHER, ALVIN	01-53	44.87
AD002	ADVANCE AUTO PARTS	01-53	47.58
AR002	ARROW TERMINAL LLC	01-53	229.66
BI028	BI-COUNTY SMALL ENGINE CENTER	01-53	147.85
CJ001	C J GOODALL TIRE CO, INC	01-53	67.50
EC008	ECON-O-JOHNS	01-53	90.00
PL000	PLAZA AUTO PARTS	01-53	209.14
ST043	ST LOUIS COMPOSTING INC	01-53	300.00
WA066	WARNING LITES OF SOUTHERN ILLINOIS	01-53	19.65
WE023	WEINLAND REFRIGERATION	01-53	1,876.25

	**TOTAL STREETS		9,851.67
	PARKS DEPARTMENT		
1112	WATTS COPY SYSTEM, INC.	01-54	481.81
214	BELLEVILLE SUPPLY COMPANY	01-54	47.66
2192	SHERWIN - WILLIAMS CO.	01-54	233.82
2595	WISSEHR ELECTRIC, INC.	01-54	4,316.42
277	CAMPER EXCHANGE, INC.	01-54	85.44
378	DINTELMANN NURSERY & GARDEN CTR,	01-54	85.94
385	DON'S HARDWARE, INC.	01-54	186.78
3916	VOGT OIL CO., INC.	01-54	2,940.48
4902	AT & T	01-54	318.21
515	HOME-BRITE ACE HARDWARE	01-54	106.38
551	ILLINOIS AMERICAN WATER	01-54	2,321.38
6049	GRAND RENTAL STATION	01-54	7.98
6122	VERIZON WIRELESS	01-54	68.39
661	LIESE LUMBER CO., INC.	01-54	21.20
755	NEVCO, INC	01-54	332.73
7678	SHILOH VALLEY EQUIPMENT CO	01-54	177.69
834	QUALITY RENTAL CENTER	01-54	240.00
888	FS TURF SOLUTIONS	01-54	1,210.40
AM040	AMERI-CAN PORTABLES	01-54	180.00
AT012	AT & T MOBILITY	01-54	18.56
CA000	CAPE ELECTRICAL SUPPLY	01-54	255.15
CH030	CHARTER COMMUNICATIONS	01-54	101.63
CO139	CONSTELLATION NEWENERGY, INC	01-54	1,949.25
CU017	CULLIGAN/SCHAEFER WATER CENTERS	01-54	59.50
H0034	HOME DEPOT CREDIT SERVICES	01-54	142.65
OR001	O'REILLY AUTO PARTS	01-54	11.08

VENDOR #	NAME	DEPT.	AMOUNT
01 GENERAL FUND			
PARKS DEPARTMENT			
PL000	PLAZA AUTO PARTS	01-54	3.74
QU012	QUALITY CHEMICAL CO	01-54	234.96
SI036	SITEONE LANDSCAPE SUPPLY	01-54	1,140.00
ST043	ST LOUIS COMPOSTING INC	01-54	235.00
TR035	TRACTOR SUPPLY CREDIT PLAN	01-54	104.98
UN027	UNIFIRST CORPORATION	01-54	98.26
WA066	WARNING LITES OF SOUTHERN ILLINOI	01-54	55.03
**TOTAL PARKS DEPARTMENT			17,772.50
CEMETERY DEPARTMENT			
413	ERB TURF EQUIPMENT, INC.	01-55	263.30
4902	AT & T	01-55	80.67
6122	VERIZON WIRELESS	01-55	74.36
AB006	ABSOPURE WATER CO	01-55	65.75
PL000	PLAZA AUTO PARTS	01-55	101.81
**TOTAL CEMETERY DEPARTMENT			585.89
HEALTH & SANITATION			
1112	WATTS COPY SYSTEM, INC.	01-56	32.67
217	BEL-O SALES & SERVICE, INC.	01-56	1,633.00
272	BUSTER'S TIRE MART	01-56	10,869.52
3445	DAVE SCHMIDT TRUCK SERVICE	01-56	9,279.45
3916	VOGT OIL CO., INC.	01-56	2,570.21
4902	AT & T	01-56	77.99
515	HOME-BRITE ACE HARDWARE	01-56	5.99
6122	VERIZON WIRELESS	01-56	342.88
6311	MILAM RECYCLING & DISPOSAL FACILI	01-56	2,970.79
884	ST CLAIR COUNTY RECORDER OF DEEDS	01-56	585.00
BI028	BI-COUNTY SMALL ENGINE CENTER	01-56	97.80
CO073	COTTONWOOD HILLS RDF	01-56	39,025.09
DE006	COOPER COLOR INC	01-56	29.60
HO034	HOME DEPOT CREDIT SERVICES	01-56	17.48
MI091	MINTON OUTDOOR SERVICES INC	01-56	19,480.00
ST023	STATEWIDE TIRE OF ST LOUIS	01-56	5,348.48
ST043	ST LOUIS COMPOSTING INC	01-56	7,077.50
UN027	UNIFIRST CORPORATION	01-56	125.86
**TOTAL HEALTH & SANITATION			99,569.31
LEGAL DEPARTMENT			
6617	FLYNN, GUYMON & GARAVALLIA	01-60	204.75
759	BELLEVILLE NEWS DEMOCRAT	01-60	351.00
FR042	FREEBURG PRINTING & PUBLISHING,	01-60	239.00
LE062	LEXISNEXIS	01-60	338.99
**TOTAL LEGAL DEPARTMENT			1,133.74

VENDOR #	NAME	DEPT.	AMOUNT
01 GENERAL FUND			
LEGAL DEPARTMENT			
HEALTH & HOUSING			
1112	WATTS COPY SYSTEM, INC.	01-61	315.35
3187	SHEAR DELIGHT	01-61	150.00
3916	VOGT OIL CO., INC.	01-61	808.25
5796	STAN ERLINGER	01-61	140.00
6122	VERIZON WIRELESS	01-61	464.44
7632	PATTERSON AUTOMOTIVE	01-61	49.90
7911	PROFESSIONAL TITLE INS & ESCROW	01-61	75.00
884	ST CLAIR COUNTY RECORDER OF DEEDS	01-61	29.25
EH001	EHRET, MARK	01-61	26.28
EN009	ENVIRONMENTAL CONSULTANTS LLC	01-61	1,780.00
ME037	MEURER BROTHERS, INC	01-61	850.00
MO079	MOW PRINTING, INC	01-61	632.99
**TOTAL HEALTH & HOUSING			5,321.46
PLANNING & ECONOMIC DEVELOPMENT			
6122	VERIZON WIRELESS	01-62	53.18
759	BELLEVILLE NEWS DEMOCRAT	01-62	47.79
**TOTAL PLANNING & ECONOMIC DEVELOPMENT			100.97
MAYOR			
3916	VOGT OIL CO., INC.	01-82	84.86
6122	VERIZON WIRELESS	01-82	279.48
**TOTAL MAYOR			364.34
FINANCE			
402	EGYPTIAN STATIONERS, INC.	01-83	12.89
MA079	MAITRET, JAMIE	01-83	223.74
**TOTAL FINANCE			236.63
HUMAN RESCOURCES/COMMUNITY DEV			
1112	WATTS COPY SYSTEM, INC.	01-84	163.11
402	EGYPTIAN STATIONERS, INC.	01-84	59.96
7452	MIDWEST OCCUPATIONAL MEDICINE	01-84	381.00
AP006	APEX PHYSICAL THERAPY LLC	01-84	600.00
**TOTAL HUMAN RESCOURCES/COMMUNITY DEV			1,204.07
CLERKS			
402	EGYPTIAN STATIONERS, INC.	01-85	222.62
**TOTAL CLERKS			222.62
TREASURER			
OF004	OFFICE DEPOT	01-86	630.04
**TOTAL TREASURER			630.04

VENDOR #	NAME	DEPT.	AMOUNT
01 GENERAL FUND			
TREASURER			
MAINTENANCE			
1112	WATTS COPY SYSTEM, INC.	01-87	11.12
1949	CRESCENT PARTS & EQUIPMENT	01-87	19.86
2384	HOMETOWN ACE HARDWARE	01-87	13.49
272	BUSTER'S TIRE MART	01-87	13.96
3916	VOGT OIL CO., INC.	01-87	227.51
393	DUTCH HOLLOW JANITORIAL SUPPLIES	01-87	3,688.53
515	HOME-BRITE ACE HARDWARE	01-87	55.03
5425	METRO LOCK & SECURITY INC	01-87	198.00
6122	VERIZON WIRELESS	01-87	260.81
726	CLEAN UNIFORM COMPANY	01-87	165.27
782	OVERHEAD DOOR COMPANY OF ST. LOUI	01-87	1,184.00
FA002	FASTENAL COMPANY	01-87	137.50
VO010	VOSS LIGHTING	01-87	461.28
WE023	WEINLAND REFRIGERATION	01-87	1,990.45
**TOTAL MAINTENANCE			8,426.81
ENGINEERING			
1112	WATTS COPY SYSTEM, INC.	01-88	313.82
3916	VOGT OIL CO., INC.	01-88	191.82
402	EGYPTIAN STATIONERS, INC.	01-88	20.97
6122	VERIZON WIRELESS	01-88	132.67
CA024	CARTER WATERS CORPORATION	01-88	71.82
HA056	HARRIS, MELINDA	01-88	118.00
**TOTAL ENGINEERING			849.10
01 GENERAL FUND	GRAND TOTAL		481,816.69

VENDOR #	NAME	DEPT.	AMOUNT
04 LIBRARY			
4902	AT & T	04-00	94.50
515	HOME-BRITE ACE HARDWARE	04-00	13.99
551	ILLINOIS AMERICAN WATER	04-00	51.72
AT020	AT&T	04-00	43.41
CO139	CONSTELLATION NEWENERGY, INC	04-00	1,032.81
	**TOTAL		1,236.43
04 LIBRARY		GRAND TOTAL	1,236.43

VENDOR #	NAME	DEPT.	AMOUNT
=====			
07 PLAYGROUND AND RECREATION			
1057	TRIBOUT DISTRIBUTORS	07-00	20.98
1112	WATTS COPY SYSTEM, INC.	07-00	88.18
201	BELLEVILLE BOWLING & SPORTS SHOP	07-00	1,311.50
2244	SWITZER FOOD & SUPPLIES	07-00	451.00
3119	COMPUTYPE IT SOLUTIONS	07-00	30.00
4782	SAM'S CLUB/SYNCHRONY BANK	07-00	1,306.75
4902	AT & T	07-00	70.53
4989	MINTON ENTERPRISES INC	07-00	1,270.00
759	BELLEVILLE NEWS DEMOCRAT	07-00	180.00
8042	CONKRIGHT, INC.	07-00	99.39
AM036	AMERICAN BOTTLING	07-00	115.10
AT011	AT & T U-VERSE	07-00	70.00
GR037	GRANT, MARY ROSE	07-00	374.50
HO093	HOELSCHER, MEGAN J	07-00	46.50
NI012	NICHOLS, LINDSEY	07-00	19.89
OF004	OFFICE DEPOT	07-00	436.51
VO013	VONBOKEL, JOHELEN	07-00	16.09
WA066	WARNING LITES OF SOUTHERN ILLINOI	07-00	354.00

	**TOTAL		6,260.92
	07 PLAYGROUND AND RECREATION	GRAND TOTAL	6,260.92

VENDOR #	NAME	DEPT.	AMOUNT
13 MOTOR FUEL TAX FUND			
666	MACLAIR ASPHALT COMPANY	13-00	1,804.35
759	BELLEVILLE NEWS DEMOCRAT	13-00	279.66
EL001	ELECTRICO, INC.	13-00	469.24
FO033	FOURNIE CONTRACTING COMPANY, INC	13-00	11,762.08
	**TOTAL		14,315.33
13 MOTOR FUEL TAX FUND		GRAND TOTAL	14,315.33

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VENDOR #	NAME	DEPT.	AMOUNT
18	WALNUT HILL FUTURE CARE FUND		
500	HARTMANN FARM SUPPLY	18-00	6,987.00
	**TOTAL		6,987.00
	18 WALNUT HILL FUTURE CARE FUND	GRAND TOTAL	6,987.00

VENDOR #	NAME	DEPT.	AMOUNT
=====			
21 SEWER OPERATION & MAINTENANCE			
SEWER COLLECTION			
AM007	AMERICAN WATER	21-75	1,558.88
PA076	PAYMENT SERVICE NETWORK, INC	21-75	183.30
**TOTAL SEWER COLLECTION			1,742.18
SEWER LINES			
2244	SWITZER FOOD & SUPPLIES	21-77	173.76
3916	VOGT OIL CO., INC.	21-77	1,014.26
4217	GENERAL MACHINE & WELDING SVC	21-77	67.52
6122	VERIZON WIRELESS	21-77	29.05
661	LIESE LUMBER CO., INC.	21-77	15.75
BR073	BRECKENRIDGE OF ILLINOIS LLC	21-77	337.76
MI072	MIDWEST VAC PRODUCTS, LLC	21-77	820.86
SI024	EVOQUA WATER TECHNOLOGIES LLC	21-77	4,251.50
UN027	UNIFIRST CORPORATION	21-77	113.60
**TOTAL SEWER LINES			6,824.06
SEWER PLANT			
1030	TEKLAB, INC.	21-78	518.00
1112	WATTS COPY SYSTEM, INC.	21-78	210.11
214	BELLEVILLE SUPPLY COMPANY	21-78	171.94
272	BUSTER'S TIRE MART	21-78	197.75
413	ERB TURF EQUIPMENT, INC.	21-78	57.47
434	FISHER SCIENTIFIC CO.	21-78	819.72
4902	AT & T	21-78	387.88
515	HOME-BRITE ACE HARDWARE	21-78	460.27
551	ILLINOIS AMERICAN WATER	21-78	55.57
6122	VERIZON WIRELESS	21-78	694.69
8056	NEXTEL COMMUNICATIONS	21-78	24.75
8071	HACH COMPANY	21-78	1,048.23
8132	WASTE MANAGEMENT OF ST. LOUIS	21-78	1,290.62
BE015	BELLEVILLE MECHANICAL, INC	21-78	380.00
BI028	BI-COUNTY SMALL ENGINE CENTER	21-78	108.96
CO139	CONSTELLATION NEWENERGY, INC	21-78	25,346.92
EC009	ECC SUPPLY	21-78	1,271.98
EL013	ELECTRIC CONTROLS CO	21-78	2,702.00
EL029	ELEMECH	21-78	243.25
HA143	HAWKINS, INC	21-78	6,173.60
HO034	HOME DEPOT CREDIT SERVICES	21-78	298.58
IL029	ILLINOIS ENVIRONMENTAL PROTECTION	21-78CY	55,235.00
MI063	MIELE INC	21-78	183.00
PL000	PLAZA AUTO PARTS	21-78	30.65
PL011	PLUMBERS SUPPLY	21-78	535.21
SI024	EVOQUA WATER TECHNOLOGIES LLC	21-78	600.00
ST043	ST LOUIS COMPOSTING INC	21-78	40.00
UN027	UNIFIRST CORPORATION	21-78	52.90
**TOTAL SEWER PLANT			99,139.05

VENDOR #	NAME	DEPT.	AMOUNT
=====			
24	SEWER CONSTRUCTION FUND		
1423	EHRET PLUMBING & HEATING, INC.	24-00	36,455.65
1547	THOUVENOT, WADE, & MOERCHEN INC	24-00	50,501.45
GO028	GONZALEZ COMPANIES, LLC	24-00	62,294.55
HA015	HAIER PLUMBING & HEATING, INC.	24-00	426,767.59
HU061	HUBER TECHNOLOGY, INC	24-00	40,298.31
ILO29	ILLINOIS ENVIRONMENTAL PROTECTION	24-00CY	20,000.00
	**TOTAL		636,317.55
	24 SEWER CONSTRUCTION FUND	GRAND TOTAL	636,317.55

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VENDOR #	NAME	DEPT.	AMOUNT
=====			
25	SEWER BOND AND INTEREST FUND		
6086	ILLINOIS EPA	25-00	500,987.31
	**TOTAL		500,987.31
	25 SEWER BOND AND INTEREST FUND	GRAND TOTAL	500,987.31

VENDOR #	NAME	DEPT.	AMOUNT
30 SPECIAL SERVICE AREA			
551	ILLINOIS AMERICAN WATER	30-00	20.42
CO139	CONSTELLATION NEWENERGY, INC	30-00	49.01
	**TOTAL		69.43
	30 SPECIAL SERVICE AREA	GRAND TOTAL	69.43

VENDOR #	NAME	DEPT.	AMOUNT
38 TIF 3 (CITY OF BELLEVILLE)			
486	HANK'S EXCAVATING & LANDSCAPING,	38-00	4,156.61
7969	KEEL ENGINEERING INC	38-00	11,081.75
EL001	ELECTRICO, INC.	38-00	2,086.59
EN009	ENVIRONMENTAL CONSULTANTS LLC	38-00	5,100.00
IL029	ILLINOIS ENVIRONMENTAL PROTECTION	38-00CY	1,000.00
RO002	ROEHR, ED SAFETY PRODUCTS	38-00	7,475.00
VO006	VOLKERT INC	38-00	12,460.00
WA066	WARNING LITES OF SOUTHERN ILLINOI	38-00	426.76
	**TOTAL		43,786.71
	38 TIF 3 (CITY OF BELLEVILLE)	GRAND TOTAL	43,786.71

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VENDOR #	NAME	DEPT.	AMOUNT
39	TIF 4 (N CORNER OF N BELT/161)		
1423	EHRET PLUMBING & HEATING, INC.	39-00	7,267.40
	**TOTAL		7,267.40
	39 TIF 4 (N CORNER OF N BELT/161)	GRAND TOTAL	7,267.40

VENDOR #	NAME	DEPT.	AMOUNT
=====			
45	2015 PD PROJECT CONSTRUCTION FUN		
IM006	IMPACT STRATEGIES INC	45-00	1,668,486.83
JO079	JOHN BAUMANN SAFE CO	45-00	1,000.00
LA068	LAWRENCE GROUP	45-00	42,046.22
	**TOTAL		1,711,533.05
45 2015 PD PROJECT CONSTRUCTION FUNGRAND TOTAL			1,711,533.05

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VENDOR #	NAME	DEPT.	AMOUNT
=====			
57	TIF 15 (CARLYLE GREENMOUNT)		
UM001	UMB BANK NA	57-00	324,186.15
	**TOTAL		324,186.15
	57 TIF 15 (CARLYLE GREENMOUNT)	GRAND TOTAL	324,186.15

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VENDOR #	NAME	DEPT.	AMOUNT
72	NARCOTICS		
SM052	SMITH, OLIVER	72-00	783.00
	**TOTAL		783.00
	72 NARCOTICS	GRAND TOTAL	783.00

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VENDOR #	NAME	DEPT.	AMOUNT
77 TIF 19 (FRANK SCOTT PARKWAY)			
UM001	UMB BANK NA	77-00	243,601.96
	**TOTAL		243,601.96
	77 TIF 19 (FRANK SCOTT PARKWAY)	GRAND TOTAL	243,601.96

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VENDOR #	NAME	DEPT.	AMOUNT
78	TIF 20 - RT. 15 / S. GREEN MT		
EC007	ECKERT'S COUNTRY STORE AND FARMS	78-00	396.34
	**TOTAL		396.34
	78 TIF 20 - RT. 15 / S. GREEN MT	GRAND TOTAL	396.34
	GRAND TOTAL FOR ALL FUNDS:		4,087,250.56
	TOTAL FOR REGULAR CHECKS:		4,017,715.65
	TOTAL FOR DIRECT PAY VENDORS:		69,534.91

=====

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

=====

VENDOR #	NAME	DEPT.	AMOUNT
02	PARKS PROJECT FUND		
BA040	BANK OF BELLEVILLE	02-00	12,500.00
	**TOTAL		----- 12,500.00
	02 PARKS PROJECT FUND	GRAND TOTAL	12,500.00

=====

A/P MANUAL CHECK POSTING LIST

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

=====

VENDOR #	NAME	DEPT.	AMOUNT
04	LIBRARY		
BA040	BANK OF BELLEVILLE	04-00	18,750.00
	**TOTAL		18,750.00
04	LIBRARY	GRAND TOTAL	18,750.00

=====

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

=====

VENDOR #	NAME	DEPT.	AMOUNT
07	PLAYGROUND AND RECREATION		
BA040	BANK OF BELLEVILLE	07-00	187,500.00
	**TOTAL		187,500.00
	07 PLAYGROUND AND RECREATION	GRAND TOTAL	187,500.00

=====

A/P MANUAL CHECK POSTING LIST

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

=====

VENDOR #	NAME	DEPT.	AMOUNT
21	SEWER OPERATION & MAINTENANCE		
BA040	BANK OF BELLEVILLE	21-00	562,500.00
	**TOTAL		562,500.00
21	SEWER OPERATION & MAINTENANCE	GRAND TOTAL	562,500.00

=====

A/P MANUAL CHECK POSTING LIST

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

=====

VENDOR #	NAME	DEPT.	AMOUNT
22	SEWER REPAIR & REPLACEMENT FUND		
BA040	BANK OF BELLEVILLE	22-00	125,000.00
	**TOTAL		125,000.00
22 SEWER REPAIR & REPLACEMENT FUND GRAND TOTAL			125,000.00

=====

A/P MANUAL CHECK POSTING LIST

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

=====

VENDOR #	NAME	DEPT.	AMOUNT
25	SEWER BOND AND INTEREST FUND		
BA040	BANK OF BELLEVILLE	25-00	187,500.00
	**TOTAL		187,500.00
25	SEWER BOND AND INTEREST FUND	GRAND TOTAL	187,500.00

=====

A/P MANUAL CHECK POSTING LIST

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

=====

VENDOR #	NAME	DEPT.	AMOUNT
30	SPECIAL SERVICE AREA		
BA040	BANK OF BELLEVILLE	30-00	12,500.00
	**TOTAL		12,500.00
	30 SPECIAL SERVICE AREA	GRAND TOTAL	12,500.00

=====

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
31	WORKING CASH FUND		
BA040	BANK OF BELLEVILLE	31-00	75,000.00
	**TOTAL		75,000.00
	31 WORKING CASH FUND	GRAND TOTAL	75,000.00

=====

A/P MANUAL CHECK POSTING LIST

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

=====

VENDOR #	NAME	DEPT.	AMOUNT
32	LIBRARY - GIFT ENDOWMENT		
BA040	BANK OF BELLEVILLE	32-00	3,750.00
	**TOTAL		----- 3,750.00
	32 LIBRARY - GIFT ENDOWMENT	GRAND TOTAL	3,750.00

=====

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

=====

VENDOR #	NAME	DEPT.	AMOUNT
38	TIF 3 (CITY OF BELLEVILLE)		
BA040	BANK OF BELLEVILLE	38-00	175,000.00
	**TOTAL		175,000.00
	38 TIF 3 (CITY OF BELLEVILLE)	GRAND TOTAL	175,000.00

=====

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

=====

VENDOR #	NAME	DEPT.	AMOUNT
52	TIF 10 (LOWER RICHLAND CREEK)		
BA040	BANK OF BELLEVILLE	52-00	138,750.00
	**TOTAL		138,750.00
	52 TIF 10 (LOWER RICHLAND CREEK)	GRAND TOTAL	138,750.00

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

VENDOR #	NAME	DEPT.	AMOUNT
53	TIF 11 (INDUSTRIAL JOB RECOVERY)		
BA040	BANK OF BELLEVILLE	53-00	10,000.00
	**TOTAL		10,000.00
	53 TIF 11 (INDUSTRIAL JOB RECOVERY)GRAND TOTAL		10,000.00

=====

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

=====

VENDOR #	NAME	DEPT.	AMOUNT
55	TIF 13 (DRAKE ROAD)		
BA040	BANK OF BELLEVILLE	55-00	12,500.00
	**TOTAL		12,500.00
	55 TIF 13 (DRAKE ROAD)	GRAND TOTAL	12,500.00

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

=====

VENDOR #	NAME	DEPT.	AMOUNT
56	TIF 14 (ROUTE 15 EAST)		
BA040	BANK OF BELLEVILLE	56-00	25,000.00
	**TOTAL		25,000.00
	56 TIF 14 (ROUTE 15 EAST)	GRAND TOTAL	25,000.00

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

=====

VENDOR #	NAME	DEPT.	AMOUNT
59	SPECIAL SERVICE AREA RESERVE ACC		
BA040	BANK OF BELLEVILLE	59-00	27,500.00
	**TOTAL		27,500.00
	59 SPECIAL SERVICE AREA RESERVE ACCGRAND TOTAL		27,500.00

=====

A/P MANUAL CHECK POSTING LIST

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

=====

VENDOR #	NAME	DEPT.	AMOUNT
60	SPECIAL SERVICE AREA BONDS, I&S		
BA040	BANK OF BELLEVILLE	60-00	25,000.00
	**TOTAL		25,000.00
	60 SPECIAL SERVICE AREA BONDS, I&S GRAND TOTAL		25,000.00

=====

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

=====

VENDOR #	NAME	DEPT .	AMOUNT
64	2011 TIF BONDS I & S		
BA040	BANK OF BELLEVILLE	64-00	31,250.00
	**TOTAL		31,250.00
	64 2011 TIF BONDS I & S	GRAND TOTAL	31,250.00

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

VENDOR #	NAME	DEPT.	AMOUNT
67	2011 Bond Fund I & S		
BA040	BANK OF BELLEVILLE	67-00	162,500.00
	**TOTAL		162,500.00
	67 2011 Bond Fund I & S	GRAND TOTAL	162,500.00

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

VENDOR #	NAME	DEPT.	AMOUNT
76	TIF 18 (SCHEEL STREET)		
BA040	BANK OF BELLEVILLE	76-00	12,500.00
	**TOTAL		12,500.00
	76 TIF 18 (SCHEEL STREET)	GRAND TOTAL	12,500.00
GRAND TOTAL FOR ALL FUNDS--MANUAL CHECKS:			1,805,000.00
GRAND TOTAL FOR ALL FUNDS--REGULAR AND MANUAL			5,892,250.56

PAYROLL BREAKDOWN AS PER G/L DISTRIBUTION I
PAYROLL ENDING DATE: **8-Jul-16**
DESCRIPTION:

01 50	ADMINISTRATION	<u>14859.22</u>
01 51	POLICE	<u>290583.57</u>
01 52	FIRE	<u>197201.72</u>
01 53	STREET	<u>51150.34</u>
01 54	PARKS	<u>24045.71</u>
01 55	CEMETERY	<u>7566.86</u>
01 56	SANITATION	<u>32818.86</u>
01 60	LEGAL	<u>6728.92</u>
01 61	HOUSING & INSPECTORS	<u>26050.94</u>
01 62	ECONOMIC DEVELOPMENT & PLANNING	<u>6816.14</u>
01 82	MAYOR	<u>6485.14</u>
01 83	FINANCE	<u>8355.27</u>
01 84	HUMAN RESOURCE	<u>5440.81</u>
01 85	CLERK	<u>7294.57</u>
01 86	TREASURER	<u>4407.24</u>
01 87	MAINTENANCE	<u>26861.39</u>
01 88	ENGINEER	<u>9134.73</u>
	TOTAL GENERAL FUND	<u>725801.43</u>
21 75	SEWER COLLECTIONS	<u>10571.21</u>
21 77	SEWER LINES	<u>15392.43</u>
21 78	SEWER PLANT	<u>47799.08</u>
	TOTAL SEWER DEPARTMENT	<u>73762.72</u>
4	LIBRARY	<u>30028.80</u>
7	RECREATION	<u>26340.85</u>
16	Employer's Portion of FICA (06-00-21500) cr	<u>36383.41</u>
	*****TOTAL PAYROLL	<u>892317.21</u>



Section Number 17-00000-00-GM

Period from May 1, 2016 to April 30, 2017

Municipality City of Belleville

Estimated Cost of Maintenance Operations

Maintenance Operation (No. - Description)	Group I, II, III, IV	For Group I, II, or III (Material, Equipment or Labor)					Operation Cost
		Item	Unit	Quantity	Unit Price	Cost	
1. Miscellaneous Rock	III	Bedding Stone RR #2	TON	500.00	\$12.25	\$6,125.00	
	III	RR#3	TON	500.00	\$15.90	\$7,950.00	
	III	RR#4	TON	500.00	\$17.50	\$8,750.00	
	III	CA-6	TON	1,200.00	\$8.35	\$10,020.00	
	III	CA-7	TON	500.00	\$12.25	\$6,125.00	\$38,970.00
2. Street Patching	III	Cold Patch	TON	1,000.00	\$69.00	\$69,000.00	
	III	Hot Mix (split East & West)	TON	400.00	\$48.00	\$19,200.00	
	III	Bit. Premix for Maint. M-120-00	TON	600.00	\$117.00	\$70,200.00	\$158,400.00
3. Bituminous Surface Treatment	III	CA-13 or MC-13	TON	2,500.00	\$16.85	\$42,125.00	
	III	HFE-150	GALS.	56,000.00	\$1.78	\$99,680.00	
	III	MC-30	TON	0.00	\$6.00	\$0.00	
	III	Truck Spread	TON	2,500.00	\$8.00	\$20,000.00	
	III	Roller	TON	2,500.00	\$3.08	\$7,700.00	\$169,505.00
4. Snow & Ice Removal	III	Sand FA6	TON	100.00	\$8.00	\$800.00	
	III	Rock Salt - 1500 Ton to Freeburg Ave, 1500 Ton to Royal Hts.	TON	3,000.00	\$56.59	\$169,770.00	
	I	Liquid Calcuim Chloride	GALS.	0.00	\$0.00	\$0.00	\$170,570.00
5. Vegetative Control	I	Weed Killer	GALS.	0.00	\$0.00	\$0.00	
	I	Grass Seed	LBS.	0.00	\$0.00	\$0.00	\$0.00
6. Reseal Concrete Streets	I	Asphalt Road Saver Sealant	LBS.	2,500.00	\$0.70	\$1,750.00	\$1,750.00
	I	"Glennzoll-traffic areas only	GALS.	2,000.00	\$9.50	\$19,000.00	\$19,000.00
Total Day Labor Costs							
Total Estimated Maintenance Operation Cost							\$558,195.00
Preliminary Engineering						\$0.00	
Engineering Inspection						\$0.00	
Material Testing						\$0.00	
Total Estimated Engineering Cost							\$0.00
Total Estimated Maintenance Cost							\$558,195.00



Municipal Estimate of Maintenance Costs

Section Number 17-00000-00-GM

Period from 1-May-16 to April 30,2017

Municipality City of Belleville

Estimated Cost of Maintenance Operations

Maintenance Operation (No. - Description)	Group I, II, III, IV	For Group I, II, or III (Material, Equipment or Labor)					Operation Cost
		Item	Unit	Quantity	Unit Price	Cost	
7. Culvert Replacement	III	10" Culverts	LF	120.00	\$5.50	\$660.00	
	III	10" Regular Bands	EA	3.00	\$8.25	\$24.75	
	III	12" Culverts	LF	1,000.00	\$6.50	\$6,500.00	
	III	12" Regular Bands	EA	30.00	\$9.75	\$292.50	
	III	15" Culverts	LF	60.00	\$9.50	\$570.00	
	III	15" Regular Bands	EA	2.00	\$14.25	\$28.50	
	III	18" Culverts	LF	100.00	\$9.70	\$970.00	
	III	18" Regular Bands	EA	3.00	\$14.15	\$42.45	
	III	21" Culverts	LF		\$13.30	\$0.00	
	III	21" Regular Bands	EA		\$19.95	\$0.00	
	III	24" Culverts	LF	60.00	\$16.10	\$966.00	
	III	24" Regular Bands	EA	2.00	\$24.15	\$48.30	\$10,102.50
8. Street Dept. Labor	II	City Labor Force	HRS.	10,450.00	\$27.80	\$290,510.00	\$290,510.00
			HRS.	1,288.00	\$41.70	\$53,709.60	\$53,709.60
			HRS.	1,000.00	\$55.60	\$55,600.00	\$55,600.00
9. Shared Maintenance	I	Smithton Twp. Labor		Inv.	\$5,600.00	\$5,600.00	
	I	Shiloh VlyTwp. Labor-Plum Hil		Inv.	\$4,000.00	\$4,000.00	\$9,600.00
10. Sidewalk Maint.	IV	Contract Work		Bid	Various	\$100,000.00	\$100,000.00
11. Traffic Signal Maint.	IV	Contract Work		T & M	Various	\$70,000.00	\$70,000.00
11a. Traffic Signal Maint.		IDOT/Belleville Master Agreeeme		Bid	Various	\$8,000.00	\$8,000.00
12. Pavement Markings	IV	Contract Work		Bid	Various	\$30,000.00	\$30,000.00
13. Infrastructure	IV	Contract Work		T & M	Various	\$110,997.00	\$110,997.00
14. Ditching Maint.	IV	Contract Work		T & M	Various	\$80,000.00	\$84,929.00
15. Conc. Street Patch	IV	Contract Work		Bid	Various	\$80,000.00	\$80,000.00
16. Asphalt Patch Maint.	IV	Contract Work		Bid	Various	\$150,000.00	\$150,000.00
17. Dutch Hollow Bridge	IV	Contract Work		Bid	Various	\$150,000.00	\$150,000.00
18. Advertising	I					\$600.00	\$600.00
19. Prelim Eng MFT	II					\$50,000.00	\$50,000.00
20. Eng Inspection MFT	II					\$50,000.00	\$50,000.00
21. Matl. Testing MFT	II					\$2,000.00	\$2,000.00
Total Day Labor Cost							
Total Estimated Maintenance Operation Cost							\$1,306,048.10
Preliminary Engineering						\$50,000.00	
Engineering Inspection						\$50,000.00	
Material Testing						\$2,000.00	
Total Estimated Engineering Cost							\$102,000.00
Total Estimated Maintenance Cost							\$1,864,243.10

Submitted _____ Approved _____
 By _____ City Clerk _____
 Municipal Official Title District Engineer

|

\$399,819.60



SCI ENGINEERING, INC.

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

June 28, 2016

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

RE: Consulting and Engineering Services – Various Locations
2016 Annual Service Agreement with Terms and Conditions
Belleville, Illinois
SCI No. 2016-3111.00

Dear Mr. Gregowicz:

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

- On call compaction testing of soil, aggregate base, and asphaltic concrete.
- Concrete testing to include slump, air, and temperature; and casting, curing and testing of compression test specimens.
- Concrete compression strength testing.

Our field representative will work closely with your site personnel to coordinate the services needed. Failing test results will be brought to your immediate attention. Results of each day’s tests will be summarized in field reports and provided to the superintendent or your designated field personnel before we leave the site. We can tailor our reporting schedule and format to your specific needs. Our project engineering team will be in daily contact with our field staff to monitor progress and offer recommendations to the appropriate members of the construction team if challenging situations develop. Table 1 lists our hourly rates for the scope of services listed above:

Table 1 – Construction Testing Hourly Rates

Task	Fee (\$)
Technician	48.00 / hour
Senior Field Manager	79.00 / hour
Senior Engineer	120.00 / hour
Clerical	48.00 / hour

ADDITIONAL SERVICES

SCI offers additional Professional services to assist with your project. We provide services for:

- Geotechnical: Subsurface exploration; Foundation analysis; Pavement design; Seismic Hazard Analysis; In-house Insitu Testing (CPTu, DMT, VST)
- Phase One Environmental Site Assessments;
- Asbestos, demolition, and contract management services,
- Cultural Resource Surveys
- Wetland delineation/Section 404 permitting
- Storm water monitoring. To comply with local requirements during the ground disturbance phase of work.
- Streambank Stabilization Design

Fees for these services will be furnished upon request.

INVOICING AND AUTHORIZATION

We propose to invoice the project on an hourly basis in accordance with Table 1 shown above. Laboratory rates are shown on the enclosed *Price List*. These rates will be valid for 90 days from the date of this proposal. Attached is our *Annual Service Agreement – Acceptance of Proposal for Professional Services* which requires your signature. Please sign and return a copy for our files. It also details our *General Terms and Conditions* which, subject to your approval, serves as authorization for approved services provided by SCI Engineering, Inc. as part of this agreement. In reviewing this agreement, if there is anything you find objectionable, please contact us so we can address your concerns. We look forward to working with you over the next twelve months and for years to follow with our vision “***We Do What It Takes To Earn Your Trust.***”

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

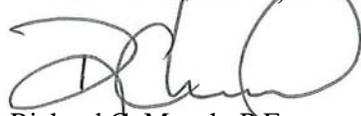
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June 28, 2016
SCI No. 2016-3111.00

Please contact Mike LaJoye at (618) 206-3015 or mlajoye@sciengineering.com at least 24 hours in advance in order to properly schedule our staff. If you have any questions, please contact me at (618) 206-3037 or rmauch@sciengineering.com.

Respectfully,

SCI ENGINEERING, INC.



Richard C. Mauch, P.E.
Senior Engineer

RCM/tlw

Enclosures

Rate Schedule

Price List

Acceptance of Proposal for Professional Services – Annual Service Agreement

General Terms and Conditions



SCI ENGINEERING, INC.

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

RATE SCHEDULE

City of Belleville
City of Belleville - 2016 Annual Service Agreement

June 28, 2016
SCI No. 2016-3111.00

Labor Description	Rate
President	161.00 /hour
Vice President	143.00 /hour
Branch Manager	110.00 /hour
Chief Engineer	131.00 /hour
Senior Engineer	120.00 /hour
Senior Geophysicist	150.00 /hour
Senior Scientist	120.00 /hour
Project Manager	100.00 /hour
Resident Engineer	105.00 /hour
Project Engineer	102.00 /hour
Project Scientist	102.00 /hour
Fireproof Inspector	80.00 /hour
Special Inspections Manager	100.00 /hour
Ultrasonic Testing	82.00 /hour
Steel Manager - Reinspection	100.00 /hour
Floor Flatness Technician	72.00 /hour
NDT Inspector	82.00 /hour
Staff Engineer	89.00 /hour
Staff Scientist	89.00 /hour
Laboratory Manager	89.00 /hour
Senior Field Manager	79.00 /hour
Steel Inspector	80.00 /hour
Drilled Pier Inspector	76.00 /hour
Special Inspector (Concrete/Masonry)	59.00 /hour
Field Manager	65.00 /hour
Field Scientist	63.00 /hour
CADD Operator	62.00 /hour
Field Technician	48.00 /hour
Laboratory Technician	52.00 /hour
State Certified Construction Technician I	52.00 /hour
State Certified Construction Technician II	58.00 /hour
Vapor Emissions Field Testing	76.00 /hour
Administrative Assistant	48.00 /hour
Chief Archaeologist	131.00 /hour
Senior Archaeologist	98.00 /hour
Archaeologist	88.00 /hour
Archaeological Crew Chief	66.00 /hour
Archaeological Technician	58.00 /hour
Architectural Historian	95.00 /hour

Expenses

Transportation, Meals/Per Diem, lodging, subcontractors, subconsultants, etc. Cost + 15 percent

Overtime/Night-Time Differential

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

Expert Testimony

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

Field and Lab Services

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

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



SCI ENGINEERING, INC.

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

City of Belleville
 City of Belleville - 2016 Annual Service Agreement

June 28, 2016
 2016-3111.00

SOIL TESTING		ASTM/AASHTO	Price	Unit
Laboratory Tests				
1 Compaction Control				
	Moisture-Density Relationship			
	Standard Proctor	D698/T99	227.00	Ea
	Modified Proctor	D1557/T180	256.00	Ea
	Rock-Soil Mixtures		48.00	Add
	Over-size Specific Gravity		85.00	Add
	California Bearing Ratio (CBR) (moisture-density relationship additional)			
	Single-Point (unsoaked)	D1883/T193	165.00	Ea
	Single-Point (soaked)		175.00	Ea
	3-Point Single Moisture (soaked)		270.00	Ea
	Relative Density - Minimum and maximum density	D4253/4254	317.00	Ea
2 Material Characterization				
	Visual Description	D2488/M145	9.00	Ea
	Atterberg Limits - Method A or B	D4318/T89.90	75.00	Ea
	Liquid Limit Only		55.00	Ea
	Unit Weight Determination	D2937	35.00	Ea
	Grain Size Analysis			
	Sieve Analysis (includes percent finer than No. 200)	D422/T88	65.00	Ea
	Sieve Analysis with Hydrometer		158.00	Ea
	Percent finer than No. 200 (washed)	D1140	39.00	Ea
	Specific Gravity of Soil	D854/T100	145.00	Ea
	Moisture Content	D2216/T265	10.00	Ea
	Organic Content	D2974/	54.00	Ea
	Organic Classification Using Atterberg Method	D2487	125.00	Ea
	Wet Organic Content	T194	137.00	Ea
	pH	D4972	35.00	Ea
	pH	G51	25.00	Ea
	Soil Resistivity	G57	130.00	Ea
3 Strength and Behavioral Properties				
	One Dimensional Consolidation Test - Includes laboratory e-log and p-curve	D2435	385.00	Ea
	Swell Test		210.00	Ea
	Unconfined Compression Test	D2166/T208		
	Undisturbed Samples (includes dry density)		83.00	Ea
	Using Rimac on ss samples		7.00	Ea
	Triaxial Strength Testing			
	Unconsolidated, Undrained (UU) (Q)	D2850/T296	125.00	Pt
	Consolidated, Undrained (CU) (R)	D4767/T297		
	Per Point		340.00	Ea
	Additional Multi-Stage Points		125.00	Ea
	Consolidated, Drained (CD)	D7181		
	Per Point		470.00	Ea
	Additional Multi-Stage Points		125.00	Ea
	Direct Shear	D3080		
	Non-cohesive		250.00	per point
	Cohesive		350.00	per point
	Hydraulic Conductivity Tests			
	Triaxial Flexible Wall	D5084	350.00	Ea
	Rigid Wall	D2434	286.00	Ea
	Rock Core			
	Description/photo		38.00	Box
	Unconfined Compression Test		79.00	Ea
	Direct Shear		250.00	Ea
	Remolding Samples	D3080		
	Samples for Consolidation, Swell, or Direct Shear		50.00	Ea
	Samples for QU, UU, CU, or Hydraulic Conductivity		80.00	Ea
4 Laboratory Testing				
	Chemical Tests			
	Total Sulfates		38.00	Ea
	Chlorides		38.00	Ea
Field Services				
	Nuclear Density Equipment	D2922/T130	49.00	Day
	Sand Cone Equipment	D1556/T191	18.00	Day
	Drive Tube Equipment	D2937	18.00	Day
	Settlement Plates		225.00	Ea
	Handheld GPS Unit		100.00	Day



SCI ENGINEERING, INC.

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

City of Belleville
 City of Belleville - Annual Service Agreement

May 16, 2016
 2016-3111.00

CONCRETE TESTING		ASTM/AASHTO	Price	Unit
Laboratory Services				
1	Compressive Strength			
	Cylinders - 4"x8", 3"x6" (Cast by SCI, Tested or held in reserve)	C39	16.00	Ea
	Cylinders - 6"x12" (Cast by SCI, Tested or held in reserve)	C39	18.00	Ea
	Cylinders - Cast by Others (Tested or held in reserve)	C39	21.00	Ea
	2" x 4" Cylinder	C780	16.00	Ea
	2" x 2" Cube	C109	16.00	Ea
	Drilled Cores (including sawcutting one end)	C42	48.00	Ea
	CLSM w/Density	D4832	65.00	Ea
	Sawcut Cylinders (If ends are not in compliance with ASTM standards)		20.00	Ea
	Nominal 4" x 4" x 8" Grout Sample		29.00	Ea
	Concrete Masonry Unit	C140	75.00	Ea
2	Cylinder Molds		2.00	Ea
3	Flexural Strength - 6" x 6" x 21" or 24" beam	C78	59.00	Ea
4	Shrinkage/Length Change of Hardened Concrete (Set of 3)	C157/C490	500.00	Ea
5	Mix Design/Verification (does not include aggregate tests)			
	Trial Mix Verification (1-point, includes 6 cylinders)	C192	850.00	Ea
	Trial Mix (includes 3-point w/c ratio relationship & 18 cylinders)		1,750.00	Ea
6	Masonry Mortar Mix Test		335.00	Ea
7	Aggregate Characteristics			
	Sieve Analysis	C136	55.00	Ea
	Washed Sieve Analysis (includes percent finer than No. 200)		65.00	Ea
	Washed Sieve Analysis (percent finer than No. 200 only)	C117	39.00	Ea
	Rapid Turnaround (Stove drying)		30.00	Add
	Unit Weight and Voids in Aggregate	C29	60.00	Ea
	Specific Gravity and Absorption of Coarse Aggregate	C127	80.00	Ea
	Specific Gravity and Absorption of Fine Aggregate	C128	125.00	Ea
	Clay Lumps and Friable Particles in Aggregate	C142	115.00	Ea
	MoDOT Deleterious Determination	TM71	70.00	Ea
	Surface Moisture in Fine Aggregate	C70	25.00	Ea
	Soundness (sodium sulfate)	C88	560.00	Ea
	Soundness (magnesium sulfate)	C88	445.00	Ea
	Resistance to Abrasion	C131	400.00	Ea
	Flat & Longated, Flat or Elongated	D4791	45.00	Ea
	Lightweight Particle	C123		
	Fine Aggregate (2.0SG)		95.00	Ea
	Coarse Aggregate (2.0SG)		152.00	Ea
	Coarse Aggregate (2.4SG)		285.00	Ea
8	Concrete Core Thickness	C174	17.00	Ea
Field Services				
1	Quality Control (includes determination of slump and air content, making cylinders and retrieval)			
	Field Testing	C31	Per Rate Schedule	Hr
2	Concrete Batch Plant Inspection by Registered Professional Engineer (NRMCA Certification)		Upon request	
In-Place Testing				
1	Rebound Hammer Tests		Per Rate Schedule	Hr
2	Windsor Probe Penetration Tests			
	Field Testing		Per Rate Schedule	Hr
	Equipment		46.00	Day
	Probes (set of three)		43.00	Ea
3	Coring (350.00 minimum)			
	Field Testing		Per Rate Schedule	Hr
	Bit Wear		4.00	Inch
	Coring Machine		85.00	Day
4	Floor Flatness	E1155		
	Field Testing		Per Rate Schedule	Hr
	Dipstick Floor Profiler		150.00	Day
5	Vapor Emission Test	F1869	60.00	Ea
	Field Testing		Per Rate Schedule	Hr
6	Relative Humidity Loggers in Floor Slab	F2170	55.00	Ea
	Field Testing		Per Rate Schedule	Hr
7	Ground Penetrating Radar-Concrete Scanning (4 hour minimum charge)		175.00	Hr



SCI ENGINEERING, INC.

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

City of Belleville
 City of Belleville - Annual Service Agreement

May 16, 2016
 2016-3111.00

ASPHALTIC CONCRETE TESTING		ASTM/AASHTO	Price	Unit
Laboratory Services				
1	Bitumen Content			
2	Extraction	D2172		
	Asphalt Content		210.00	Ea
	Asphalt Content and Gradation		260.00	Ea
3	Ignition Oven	D6307		
	Asphalt Content		165.00	Ea
	Asphalt Content and Gradation		220.00	Ea
4	Bulk Specific Gravity	D2726/T166	37.00	Ea
5	Maximum Theoretical Specific Gravity	D2041	78.00	Ea
6	Aggregate Correction Factor Determination for Asphalt Ignition Oven		655.00	Ea
7	Asphalt Core Thickness	D3549	17.00	Ea
Field Services				
1	Commercial Placement Observation (includes determining maximum density of field mix, monitoring density, estimating thickness, and recording temperature)			
	Field Testing		Per Rate Schedule	Hr
	Nuclear Density Equipment		49.00	Day
2	Coring (350.00 minimum)			
	Field Testing		Per Rate Schedule	Hr
	Bit Wear		2.00	Inch
	Coring Machine		85.00	Day
SPECIAL INSPECTIONS TESTING				
1	Structural Steel Observations (includes visual weld inspection, bolt torque determination)			
	Field Inspection	AWS D1.1	Per Rate Schedule	Hr
	Equipment		39.00	Day
2	Nondestructive Testing			
	Ultrasonic Inspection			
	Field Testing	AWS D1.1	Per Rate Schedule	Hr
	Equipment		39.00	Day
3	Magnetic Particle Inspection			
	Field Testing	E1444/E709	Per Rate Schedule	Hr
	Equipment		30.00	Day
4	Dye Penetrant Inspection			
	Field Testing	E165	Per Rate Schedule	Hr
	Equipment		25.00	Day
5	Welding Operator Qualifications And Inspection (includes welder performance verification and guided bend test)			
	Field Verification	AWS D1.1	Per Rate Schedule	Hr
	Guided Bend Test (Excludes Machining)		40.00	Coupon
6	Adhesion testing of epoxied items into concrete and masonry (includes pullout testing of epoxied anchor bolts and reinforcing steel)			
	Field Testing	IBC	Per Rate Schedule	Hr
	Testing Equipment		79.00	Day
MILEAGE FOR ALL SERVICES			0.65	per mile
This price list is not inclusive of all tests and services: prices for additional tests and services will be provided upon request.				



SCI ENGINEERING, INC.

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

“ANNUAL SERVICE AGREEMENT”
Acceptance of Proposal for Professional Services

Project Name: City of Belleville (SCI No. 2016-3111.10)

Date: June 28, 2016

Fee: as detailed in the referenced proposal (Technician Rate of \$48 / Hour)

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

Accepted By:

Name and Title: _____ Address: _____

Signature: _____ City,State,Zip: _____

Company Name: _____ Telephone: _____

Date: _____ Email: _____

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

Name and Title: _____ Address: _____

Signature: _____ City,State,Zip: _____

Company Name: _____ Telephone: _____

Date: _____ Email: _____

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

Company and Contact Name:	Address (Printed) or Email (Electronic):	No. Printed Reports
_____	_____	_____
_____	_____	_____
_____	_____	_____

NOTICE TO OWNER: (FOR SITES IN MISSOURI ONLY)

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



GENERAL TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9. CONTAMINATION OF AN AQUIFER

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made and entered into on this _____ day of July, 2016, by and between the City of Belleville, Illinois (“City”) and Larry Glaenzer (“Glaenzer”).

RECITALS

WHEREAS, the City of Belleville (City) owns a roadway, Tower Plaza, within the Belle Valley Industrial Park, that was built outside of the original planned right-of-way (ROW);

WHEREAS, in May of 2013, Larry Glaenzer (Glaenzer) purchased the ROW from the City for Eight Hundred Dollars (\$800.00);

WHEREAS, in June of 2016, St. Clair County Transit District (SCCTD) purchased thirty-three (33) foot strips of land north of the Green Mount Lane ROW from Glaenzer for the purpose of a future bike trail from various property owners along this roadway, and discovered that the legal descriptions for the transaction between Glaenzer and the City erroneously included a portion of the property upon which Tower Plaza roadway is located.

WHEREAS, the City and Glaenzer, with the assistance of SCCTD engineers, desire to correct the aforementioned errors and ensure the property transfer originally contemplated by the above-referenced transaction between the City and Glaenzer, based upon the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the terms and conditions of this Memorandum of Understanding, the City, Glaenzer and SCCTD agree as follows:

1. The City, Glaenzer and SCCTD acknowledge the foregoing Recitals and incorporate same herein by this reference.
2. Within thirty (30) days of the date of this Memorandum of Understanding, the Parties shall complete the following in order:
 - a. first, SCCTD shall convey Glaenzer back the 33’ strip on the western parcel recently bought from Glaenzer as reflected in Exhibit A.
 - b. second, Glaenzer shall convey the entire western parcel to the City as reflected in Exhibit B.
 - c. third, the City shall vacate the ROW limits of Tower Plaza as outlined on Exhibit C.
 - d. fourth, the City shall convey portions of the subject property to Glaenzer and SCCCTD as reflected in Exhibit D.

3. SCCTD shall bear all engineering and other costs associated with the transaction contemplated by this Memorandum of Understanding.
4. This Memorandum of Understanding contains all terms and conditions agreed upon, and there are no condition, representations, warranties, covenants, or agreements not contained in this Property Transfer Agreement. Any subsequent conditions, representations, warranties, covenants or agreements will not be valid and binding on the parties unless in writing and signed by both parties.

The parties agree to the above terms by signing below.

CITY OF BELLEVILLE, ILLINOIS

ST. CLAIR COUNTY TRANSIT DISTRICT

By: _____

Mark W. Eckert
Mayor

By: _____

Delores Lysakowski
Chairperson

Attest: _____

Dallas B. Cook
Clerk

LARRY GLAENZER

By: _____

Larry Glaenzer

Project Narrative
Fresenius Dialysis Center
6525 W. Main Street, Belleville, IL
June 22, 2016

Oates Associates, Inc.
Project No. 16071

General Summary

PCI | HealthDev is seeking a permit to perform site grading and construction activities for a new Fresenius Dialysis Center to be located at 6525 W. Main Street. Fresenius Medical Care currently operates over 2,200 dialysis clinics in the United States, including two locations in the Metro East area (O'Fallon and Waterloo, IL).

The total site acreage is approximately 0.98 acres, most of which will be disturbed during construction operations. The property is zoned C-2 (Heavy Commercial) and the use of a dialysis center is permitted by right in the C-2 zoning district, and no active zoning, building or fire code violations have been disclosed that would affect the subject property.

The site is a former location of a ~750 square foot bank facility that included two teller windows, 1 walk-up teller, 4-drive-thru stations and a detached drive-up ATM kiosk, and 11 parking spaces. All existing facilities on the property will be demolished as part of this project.

The new site will consist of a 6,867 square foot dialysis center. The new facility will include 26 parking spaces (2 ADA accessible), a covered patient drop-off area. The curb cuts and drive isles have been designed to accommodate large truck turning movements for deliveries and loading. Furthermore, the improvements will include the reconstruction of the sidewalks and curb along W. Main Street, which will be brought up to current ADA standards. Additionally, most of the curb along N. 66th Street will also be reconstructed.

Full site development plans have been submitted to the City for review, including a detailed stormwater pollution prevention plan. Copies of the NOI form and NPDES permit application are attached hereto for the City's records.

Off Street Parking and Loading

The proposed parking meets the requirements of Section 60-8-22 detailed in the City of Belleville Code of Ordinances. All commercial and service uses require 1 parking space per 300 square foot of floor area. The proposed site will exceed this requirement by 3 spaces (23 required 26 provided). Additionally, due to the proposed use of the site, all of the provided spaces will be 10'-wide by 19.5'-long,

which exceeds the minimum requirement of 9'-wide by 19'-long. The drive aisle along the NE side of the site is proposed to be 34'-wide, which will allow for loading while maintaining at least a 22'-wide aisle for two-way traffic.

Lot and Building Requirements

The proposed site will meet all of the requirements of Section 60-4-48 detailed in the City of Belleville Code of Ordinances. The minimum lot requirements are exceeded. All building setbacks will be met. The proposed improvements will occupy 70% of site including structures and parking, which is less than the allowable of 75%. The proposed building will be built under the 100 ft maximum building height.

Stormwater and Detention

The existing site has no existing storm sewer structures or detention. Currently, the site is split into two drainage areas with the majority of the site draining to the north which is conveyed off site through an 18" diameter corrugated metal culvert. The remainder of the site drains towards W. Main Street and is collected in the roadside storm sewer system.

The proposed site conditions will mimic the existing conditions with a small portion of the site draining into the roadside storm sewer system along W. Main Street and the majority of the site draining to the existing 18" diameter corrugated metal culvert at the NE corner of the site. The proposed site will incorporate 5 storm sewer inlets and a new bioswale. There will be no increase in the runoff from the site for the 2-year and 100-year 24 hour storms. The bioswale encompasses a 2,000 square foot footprint and will contain a 4" perforated pipe underdrain that will be connected to the proposed storm sewer. The basin will have a maximum storage depth of less than 2 feet with an emergency overflow located at elevation 575.50.

Screening of Parking Lot and Perimeter Screening

Combinations of evergreen and deciduous plants are utilized in the parking areas to help buffer views to parking stalls and to provide year round interest. The trash enclosure located at the rear of the site is screened by a six foot tall CMU enclosure wall and metal gate. In addition, the enclosure wall is further screened by upright ornamental grasses. The north side of the site is screened with upright evergreen shrubs.

Site Landscaping

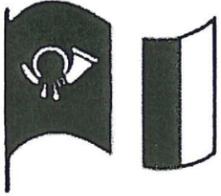
The site and parking areas will be landscaped with a combination of turf, shrubs and trees. The planting is primarily focused around the entry to the Dialysis Center Building and along Main Street. The plant species chosen for this project includes hardy plants suited for this region and that will require minimal maintenance once established. 4" of hardwood bark mulch is included in the planting beds to help reduce weed growth and retain moisture. All shrub beds will include metal edging at the perimeter to define the limits of the planting bed. Temporary irrigation during the establishment period shall be included. No permanent irrigation is included in this project.

Signage

A sign permit will be submitted separately.

Site Lighting

All sight lighting is in compliance with the provisions of Section 60-8-8 of the The City of Belleville Code of Ordinances.



**CITY OF BELLEVILLE
ECONOMIC DEVELOPMENT, PLANNING AND ZONING
DEPARTMENT**

SITE PLAN APPLICATION

Applicant/Developer: Adrian Rodriguez / PCI HEALTHDEV

Street Address: 8117 Preston Road, Suite 400

City: Dallas **State:** TX **Zip:** 75225

Telephone: 469-828-3371 **Email:** arodriguez@healthdev.com **Fax:** _____

Owner: Same as above.

Street Address: _____

City: _____ **State:** _____ **Zip:** _____

Telephone: _____ **Email:** _____ **Fax:** _____

I certify that all of the above statements and the statements contained in any papers or plans submitted herewith are true and accurate. I consent to the entry in or upon the premises described in this application by any authorized official of the City of Belleville for the purpose of inspecting, or of posting, maintaining and removing such notices as may be required by law.

(Printed Applicant) ADRIAN RODRIGUEZ has appeared before me personally and certified that all of the above statements and the statements contained in any papers or plans submitted herewith are true and accurate.

Signature of Applicant: Date: 6/22/16

Subscribed and Sworn to before this 22nd day of JUNE A.D., 20 16
(day) (month) (year)

Notary Public:
(signature)



(Printed Owner) ADRIAN RODRIGUEZ has appeared before me personally and certified that all of the above statements and the statements contained in any papers or plans submitted herewith are true and accurate.

Signature of Owner: Date: 6/22/16

Subscribed and Sworn to before this 22nd day of JUNE A.D., 20 16
(day) (month) (year)

Notary Public:



Site Information:

Legal Description: Lots/Section(s): Part of Lots 62 and 63 Block(s): _____

Subdivision: Penn's Seconds Subdivision

Project Name: Fresenius Dialysis Center

Current Zoning: C-2 - Heavy Commercial

Current Use: Vacant Property - Formerly a Drive-Up Bank

Proposed Use of Building: Dialysis Center

Square Footage of Existing Building: ~750 s.f.

Square Footage of Proposed Building: 6,867 s.f.

Submittal Process:

- Completed Application submitted to Economic Development Planning and Zoning Department (2nd floor of City Hall) by noon on the last Friday of Month A.
- Staff meets first Thursday of Month B to discuss and review plans, returns comments.
- Staff meets with Applicant second Thursday of Month B to review revisions or answer questions regarding comments.
- Pending staff has signed off on all revisions, staff prepares materials for public meetings.
- Site Plan goes before Zoning Board of Appeals on fourth Thursday of Month B for a recommendation.
- Site Plan goes before Planning Commission on first Wednesday of Month C for a recommendation.
- Site Plan goes before next available City Council Meeting, either first or third Monday of Month C for final decision.
- If approved, submit copies of final Site Plan to Economic Development Planning and Zoning for recording with St. Clair County
- Submit building and construction plans to Health, Housing, and Building for review.
- Pre-Construction meeting, highly recommended
- Development Agreement executed, if applicable
- Building Permit Issued
- Final Acceptance is issued
- Business Occupancy Permit(s), Business License(s), and Sign Permit(s) applied for & issued

Economic Development, Planning, and Zoning Department

101 S. Illinois Street • Office 201

Belleville, Illinois 62220

Phone: 618-233-6518 x 1250 • Fax: 618-355-4209 • Email: EDPZ@belleville.net

Parties of Interest

Please provide contact information for all parties involved in project.

Principal Contact: Adrian Rodriguez **Title:** Project Manager

Business Name: PCI | HealthDev

Street Address: 8117 Preston Road, Suite 400

City: Dallas State: TX Zip: 75225

Telephone: 469-828-3371 Fax: _____

Email: arodriguez@healthdev.com

Engineer: Timothy Verheyen

Business Name: Oates Associates

Street Address: 20 East Main Street

City: Belleville State: IL Zip: 62220

Telephone: 618-416-4688 Fax: _____

Email: tim.verheyen@oatesassociates.com

Architect: James Farrell

Business Name: One Architecture, PLC

Street Address: 8801 N. Central Avenue, Suite 101

City: Phoenix State: AZ Zip: 85020

Telephone: 602-266-2712 Fax: 602-266-1688

Email: james.farrell@onearchitecture.us

Other: _____

Business Name: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Fax: _____

Email: _____

Other: _____

Business Name: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Fax: _____

Email: _____

Attach additional sheets as necessary.

SITE PLAN REQUIREMENTS

From: Zoning Code Section 60-10-16

(A) **Statement of Purpose.** It is the purpose of this Section to regulate the safe, orderly and attractive development of single and two-family homes, townhouses, row houses and condominiums, multi-family, commercial and industrial land uses within the City, to conserve and enhance property values, to preserve adequate space for vehicular and transportation facilities usually associated with such uses, and to provide for effective traffic movement without congestion and hazards, and to provide for effective storm water management and control. It is the purpose of this Section to assure that public utilities and services are provided in a safe and healthful manner, consistent with applicable regulations and standards. It is the further purpose of the Section to recognize, in the planning for and of specific land uses, the densities and uses of adjacent land and the health, safety, morals, appearance and general welfare of the community. In order to achieve the aforementioned objectives, and to encourage imaginative use of land areas, certain modifications of the strict adherence of these requirements are provided for where deemed by the City Council, after seeking the recommendation of the Belleville Plan Commission and Zoning Board of Appeals, to be in the public interest.

(B) **Applicability.** Any person, corporation, firm or other organization or association filing a zoning petition seeking any authorization under this Zoning Code, or any person, corporation, firm or other organization or association making application for a building permit, shall submit to the Director of Economic Development and Planning and the City Engineer for review and approval a site plan prepared by a registered architect, registered professional engineer, or a licensed land surveyor licensed in the State of Illinois to practice as such. The Director of Economic Development and Planning and the City Engineer may accept a preliminary plat as a substitute for the site plan required hereunder.

(C) **Site Plan Specifications.** The required site plan shall include the following data:

- (1) Location of all existing and proposed buildings, structures, utilities, drives, approaches, parking and other prominent physical features on the site.
- (2) Boundary of the entire tract by courses and distances and adjacent streets, alleys, drainage facilities and public utilities.
- (3) Area of tract.
- (4) Zoning of the tract.
- (5) Present record owner of the tract.
- (6) Phasing plan of proposed development.
- (7) Width and layout, including elevations, of all streets, alleys, and public rights-of-way adjoining the tract.
- (8) Existing and proposed storm water runoff patterns and flows including calculations of flow and adequacy of receiving storm water gathering facilities to accommodate calculated increase of rate of runoff without adverse effect.

- (9) Location of existing public utility easements and facilities, proposed public utility easements and facilities and their dimensions as may be required.
- (10) Size in square feet, and use for each building, including the height(s) of each building.
- (11) Layout, arrangement and specifications for paving and base, off-street parking spaces, aisles and drives, pedestrian walks and walkways, drainage, lighting, signs and traffic control, safety islands, parking bumpers, curbs and gutters, fencing and screening and landscaping. Dimensional requirements for stall widths and depths, aisle widths, drive widths, radii, sidewalks and walkways, sight lines, setback, etc. shall conform with Regulations of the Zoning Code.
- (12) Layout, location and dimensional arrangement of poles, fire hydrants, Siamese connections, water valves, catch basins, underground piping and conduits, lighting fixture standards, retaining walls, pump islands, signs, doorways, window wells, waste receptacles or areas, guy wires, storage sheds or areas, fencing and any other structure, facility or feature that might interfere with the safe and orderly movement of motor vehicles and/or pedestrians.
- (13) The locations, size, layout and type of entrances and driveways.
- (14) Location and width of all sidewalks, crosswalks and safety islands and conformance with the ANSI Standard A 117.1 for making facilities accessible to, and usable by the physically handicapped (AAA minimum standards).
- (15) Fencing, screening, and/or walls to be erected; specifications, locations, dimensions, height.
- (16) Topography, existing and proposed, indicating area of excavation, backfill, and grading, slopes to be maintained and earth work specifications.
- (17) Disposition of storm water runoff from buildings, paved areas, and ground surfaces and indicating surface grades and elevations, catch basins, underground storm drains and their grades and elevations outfalls, headwalls, and specifications and drainage calculations.
- (18) All public utilities and their easements indicating sizes, lines, grades and types/specifications all conforming to the appropriate City Codes.
- (19) Landscape planting, clearly identified, showing locations, type and size.
- (20) All zoning setback requirements and sight lines.
- (21) Name and seal of architect, engineer, or land surveyor preparing the site plan.
- (22) All site plans shall be drawn to an appropriate scale on a sheet or sheets whose dimensions do not exceed **twenty-four (24) inches by thirty-two (32) inches.**

- (23) There shall be a key map showing the location of the property reference to government survey section lines and major streets.
- (24) Site plans for residential lots in Zoning Classifications can be exempted from the requirement for preparation under a professional seal, but they shall be suitable for the purpose intended and as determined by the Director of Economic Development and Planning.

(D) **Site Plan to Conform with City Codes.** All features and elements of the site plan required by this Section shall in all respects conform to all applicable provisions of the Codes and Ordinances of the City of Belleville. (Ord. No. 6138; 05-01-00)

(E) **Refuse Disposal Enclosures.** All refuse, grease containers and compacting equipment shall be stored within a designated refuse enclosure. The container lids shall be kept closed at all times. The enclosure shall be used strictly for the confinement of refuse, grease containers and compacting equipment and shall not be used for the outside storage of any other materials or equipment. The gate shall be maintained in the closed position, except when the enclosure contents are removed and replaced. Maintenance of the enclosure shall be the responsibility of the owner of the property. All new disposal enclosures shall require a permit. Disposal enclosures shall be required for all multi-family residential buildings containing **four (4)** or more dwelling units, all buildings in the commercial districts and all buildings in the industrial districts. Said enclosures shall be required for only new construction and for properties on which the building size has been increased by **fifty percent (50%)**. In the event that **three (3)** citations are issued for a nuisance for any dumpster, within any **one (1)** year period, the owner of the property on which the dumpster is located shall comply with the requirement set forth in **Section 60-10-16(E)** within **one (1)** year of the date of the citation was issued. (Ord. No. 7527; 10-03-11)

(1) **Enclosure Specifications.**

- (a) A site plan prepared in accordance with the provisions outlined in **Section 60-10-16** of this Code, as well as enclosure plans and specifications and a building permit application shall be required to be approved before the construction of a new disposal enclosure.
- (b) All enclosures shall screen from view on **three (3) sides** all refuse disposal areas. Construction of the enclosure shall be of low-maintenance sight-proof materials such as a solid commercial grade wood, composite wood, stone, brick, vinyl or other approved material as determined by the Building Commissioner or his or her designee. The materials of which the enclosure is constructed shall conform to the primary building materials of the principal building on the lot. The materials of which the enclosure is constructed shall conform to the primary building materials of the principal building on the lot. (Ord. No. 7200; 11-03-08)
- (c) On the fourth side a gate shall be constructed so that all containers may easily be removed and replaced when emptied. The gate shall be secured with a post that inserts into a pipe embedded into the pavement to ensure the gate's stability and proper placement when closing. The gate shall be constructed

of low maintenance sight proof materials such as vinyl, composite wood, chain link vinyl/composite wood slats added to effectively screen the dumpster.

- (d) The enclosure walls shall not exceed **seven (7) feet** nor be less than **six (6) feet** in height. The minimum size and/or minimum number of refuse enclosures shall be sufficient to hold all refuse and recycling containers of **two (2) cubic yards** in volume or more, and grease containers of any size.
 - (e) There shall be three **four (4) inch** concrete bollards, minimum **thirty-six (36) inches** in height placed inside the back wall of the enclosure to ensure that the enclosure is not damaged by the placement of the dumpster too near the wall. **See Exhibit A. (Ord. No. 7527; 10-03-11)**
 - (f) There shall be **four (4)** latch pin receivers located so that the gate is able to be held in the open and closed position. **See Exhibit A.**
 - (g) The enclosure shall be constructed on a concrete pad **four (4) inches** thick and large enough to extend **six (6) feet** beyond the enclosure to allow the wheels of the collection vehicle to rest upon a stable surface for service which shall be a minimum of **six (6) inches** thick concrete, and to prevent damage to the lot. **(Ord. No. 7527; 10-03-11)**
 - (h) The minimum access required shall be the amount of road area needed for a standard size disposal truck to gain access to and from the disposal area.
 - (i) Any existing enclosure that becomes damaged to an extent determined by the building commissioner or his or her designee must be replaced in conformance with the provisions of this Section.
- (2) Dumpsters, trash receptacles, and other containers utilized for food waste shall be emptied twice weekly cleaned (sanitized and deodorized) regularly. Odor complaints shall be handled as a nuisance under **Section 26-1-2** of this Code.
- (3) Roll-off trash or compactor type trash receptacles may be utilized for commercial establishments within strip or shopping center developments and shall be placed within service areas of the property that are restricted to delivery and service vehicle traffic. Such containers shall not be required to be enclosed. However, they shall be visually screened at grade from adjoining properties utilizing materials such as a densely planted hedge, berm complete with landscape plantings, or screening wall.
- (4) Roll-off trash receptacles or dumpsters utilized during active construction or demolition of structures and which are limited to the

duration of the project shall be exempt from enclosure/screening requirements.

- (5) Enclosures shall be of adequate size to allow for removal and replacement of refuse containers by a trash hauler.
- (6) The enclosures shall not be located in any front yard or public right-of-way or obscure visibility of vehicles entering or exiting the subject property or immediately adjacent property. Dumpsters located on a corner lot shall be placed behind the building line of subject property and the immediate adjacent property.
- (7) Enclosures shall be maintained and structurally sound, free of deterioration, and shall be kept in a sanitary condition so as not to pose a threat to the health and safety of the public. Any enclosure surface or screening component that is damaged, deteriorated, decaying, disintegrating, or which has otherwise lost its capability to effectively enclose/screen, shall be replaced or repaired.

(Ord. No. 7174; 08-18-08)

Please see Article VI of Chapter 60 - Zoning Code for zoning district information.

Please see Article VIII of Chapter 60-Zoning Code for off-street parking & loading information

FRESENIUS DIALYSIS CENTER

6525 W. MAIN STREET, BELLEVILLE, ILLINOIS

ENGINEER



COLLINSVILLE
 100 Lanter Court, Suite 1
 Collinsville, IL 62234
 tel 618.345.2200

BELLEVILLE
 20 E. Main Street
 Belleville, IL 62220
 tel 618.416.4688

ST. LOUIS
 720 Olive, Suite 700
 St. Louis, MO 63101
 tel 314.588.8381

www.oatesassociates.com
 ILLINOIS DESIGN FIRM LICENSE NO.: 184.001115



PROJECT MANAGEMENT & ENGINEER:

OATES ASSOCIATES, INC.
 20 EAST MAIN STREET
 BELLEVILLE, ILLINOIS 62220

CONTACT: TIM VERHEYEN
 PROJECT MANAGER
 618.345.2200
 Tim.Verheyen@oatesassociates.com

EXPIRES: 11/30/17

CLIENT



PCI | HealthDev
 Medical Real Estate Solutions

DEVELOPER:

PCI | HEATHDEV
 8117 PRESTON ROAD, SUITE 400
 DALLAS, TX 75225

CONTACT: ADRIAN RODRIGUEZ
 469-828-3371
 arodriguez@healthdev.com

TENANT



**FRESENIUS
 MEDICAL CARE**

OWNER:

**FRESENIUS MEDICAL CARE
 NORTH AMERICA**

920 WINTER STREET
 WALTHAM, MA 02451-1457

CONTACT:
 781-699-9000

INDEX OF DRAWINGS

G1.1.....COVER SHEET

C0.1.....GENERAL NOTES | SYMBOLS | ABBREVIATIONS

C1.1.....EXISTING CONDITIONS | REMOVAL PLAN

C2.1.....SITE PLAN

C2.2.....SITE DETAILS

C2.3.....SITE DETAILS

C3.1.....GRADING PLAN

C3.2.....SIDEWALK GRADING DETAIL

C4.1.....DRAINAGE & UTILITY PLAN

C4.2.....DRAINAGE AND UTILITY DETAILS

C5.1.....EROSION CONTROL NOTES

C5.2.....EROSION CONTROL PLAN

C5.3.....EROSION CONTROL DETAILS

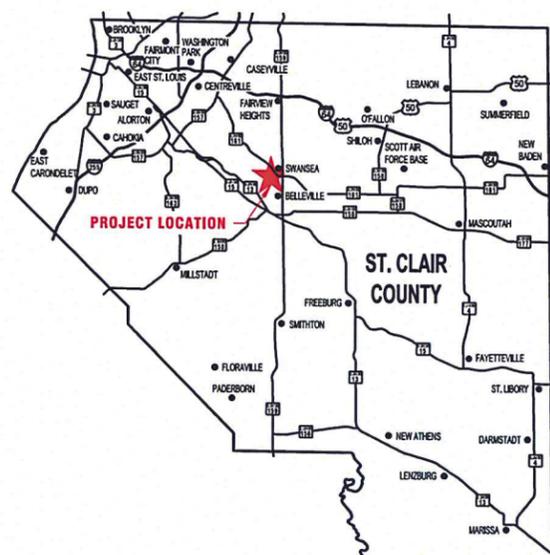
L1.1.....PLANTING PLAN

L1.2.....PLANTING DETAILS

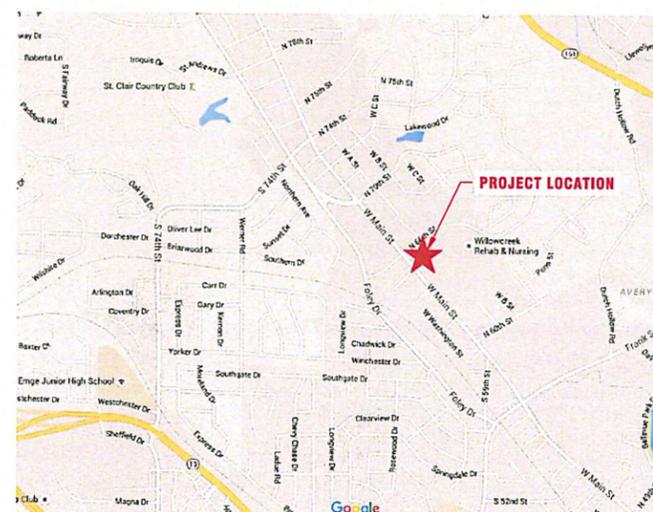
A1.1.....ARCHITECTURAL SITE PLAN

A4.1.....EXTERIOR BUILDING ELEVATIONS

VICINITY MAP

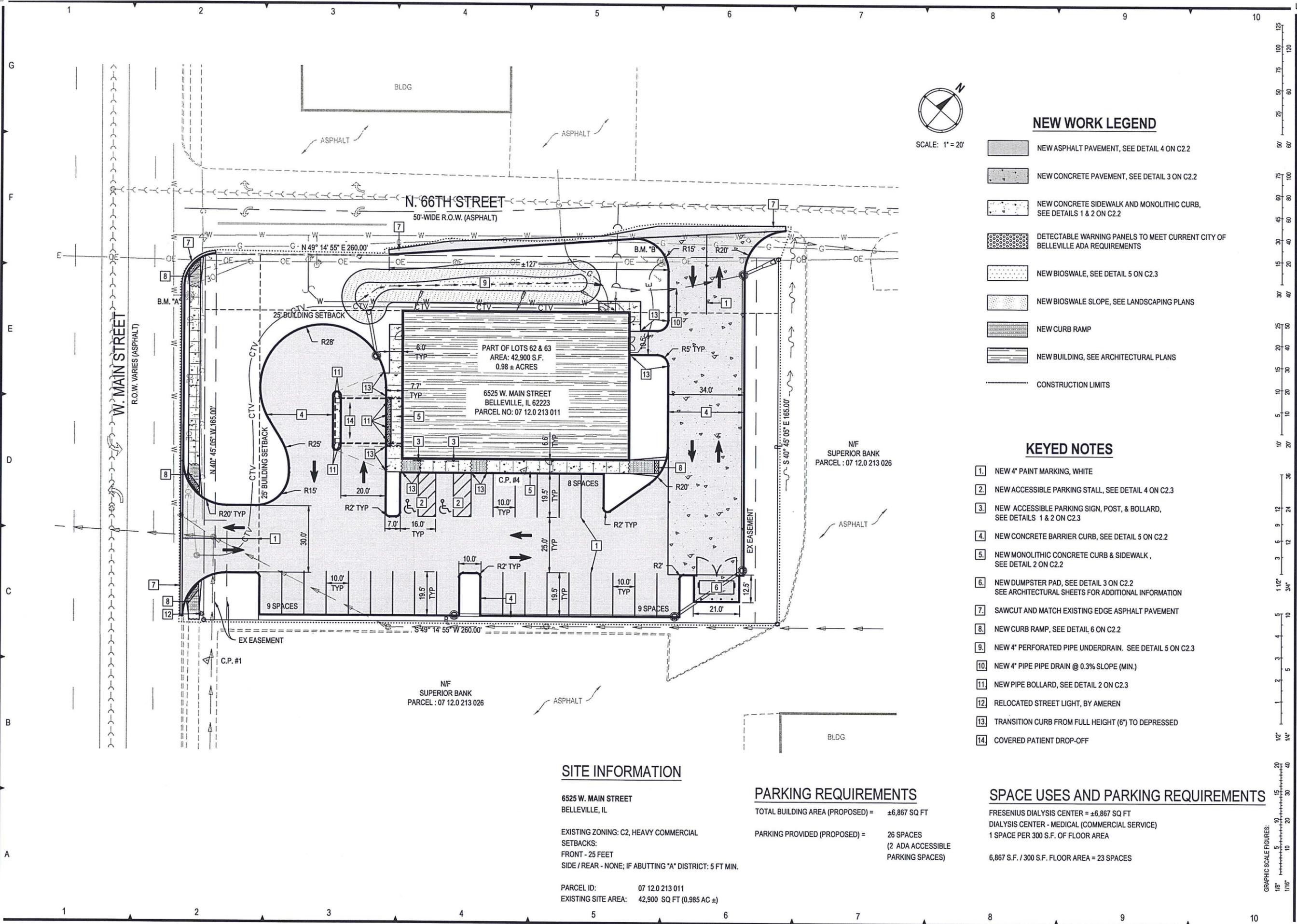


LOCATION MAP



6/22/2016 - PERMIT SET

H:\P1607\DWG\16071 - DESIGN.DWG - 6/22/2016



NEW WORK LEGEND

- NEW ASPHALT PAVEMENT, SEE DETAIL 4 ON C2.2
- NEW CONCRETE PAVEMENT, SEE DETAIL 3 ON C2.2
- NEW CONCRETE SIDEWALK AND MONOLITHIC CURB, SEE DETAILS 1 & 2 ON C2.2
- DETECTABLE WARNING PANELS TO MEET CURRENT CITY OF BELLEVILLE ADA REQUIREMENTS
- NEW BIOSWALE, SEE DETAIL 5 ON C2.3
- NEW BIOSWALE SLOPE, SEE LANDSCAPING PLANS
- NEW CURB RAMP
- NEW BUILDING, SEE ARCHITECTURAL PLANS
- CONSTRUCTION LIMITS

KEYED NOTES

1. NEW 4" PAINT MARKING, WHITE
2. NEW ACCESSIBLE PARKING STALL, SEE DETAIL 4 ON C2.3
3. NEW ACCESSIBLE PARKING SIGN, POST, & BOLLARD, SEE DETAILS 1 & 2 ON C2.3
4. NEW CONCRETE BARRIER CURB, SEE DETAIL 5 ON C2.2
5. NEW MONOLITHIC CONCRETE CURB & SIDEWALK, SEE DETAIL 2 ON C2.2
6. NEW DUMPSTER PAD, SEE DETAIL 3 ON C2.2 SEE ARCHITECTURAL SHEETS FOR ADDITIONAL INFORMATION
7. SAWCUT AND MATCH EXISTING EDGE ASPHALT PAVEMENT
8. NEW CURB RAMP, SEE DETAIL 6 ON C2.2
9. NEW 4" PERFORATED PIPE UNDERDRAIN. SEE DETAIL 5 ON C2.3
10. NEW 4" PIPE PIPE DRAIN @ 0.3% SLOPE (MIN.)
11. NEW PIPE BOLLARD, SEE DETAIL 2 ON C2.3
12. RELOCATED STREET LIGHT, BY AMEREN
13. TRANSITION CURB FROM FULL HEIGHT (6") TO DEPRESSED
14. COVERED PATIENT DROP-OFF

SITE INFORMATION

6525 W. MAIN STREET
 BELLEVILLE, IL

EXISTING ZONING: C2, HEAVY COMMERCIAL
 SETBACKS:
 FRONT - 25 FEET
 SIDE / REAR - NONE, IF ABUTTING "A" DISTRICT: 5 FT MIN.

PARCEL ID: 07 12.0 213 011
 EXISTING SITE AREA: 42,900 SQ FT (0.985 AC ±)

PARKING REQUIREMENTS

TOTAL BUILDING AREA (PROPOSED) = ±6,867 SQ FT

PARKING PROVIDED (PROPOSED) = 26 SPACES
 (2 ADA ACCESSIBLE PARKING SPACES)

SPACE USES AND PARKING REQUIREMENTS

FRESENIUS DIALYSIS CENTER = ±6,867 SQ FT
 DIALYSIS CENTER - MEDICAL (COMMERCIAL SERVICE)
 1 SPACE PER 300 S.F. OF FLOOR AREA

6,867 S.F. / 300 S.F. FLOOR AREA = 23 SPACES

NO.	REVISIONS:	DATE:	REMARKS:

ST. LOUIS
 700 Olive, Suite 700
 St. Louis, MO 63101
 Tel: 314.433.8800
 Fax: 314.433.8801

BELLEVILLE
 20 E. Main Street
 Belleville, IL 62204
 Tel: 618.336.2200
 Fax: 618.336.2200

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 100 Loring Court, Suite 1
 Collinsville, IL 62424
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 Fax: 618.336.2200

www.gatesassociates.com
 ILLINOIS DESIGN FIRM LICENSE NO.: 184.001115

GATES ASSOCIATES
 ENGINEERS & ARCHITECTS



FRESENIUS DIALYSIS CENTER
 6525 W. MAIN STREET, BELLEVILLE, ILLINOIS

SITE PLAN



EXP. 11/30/17

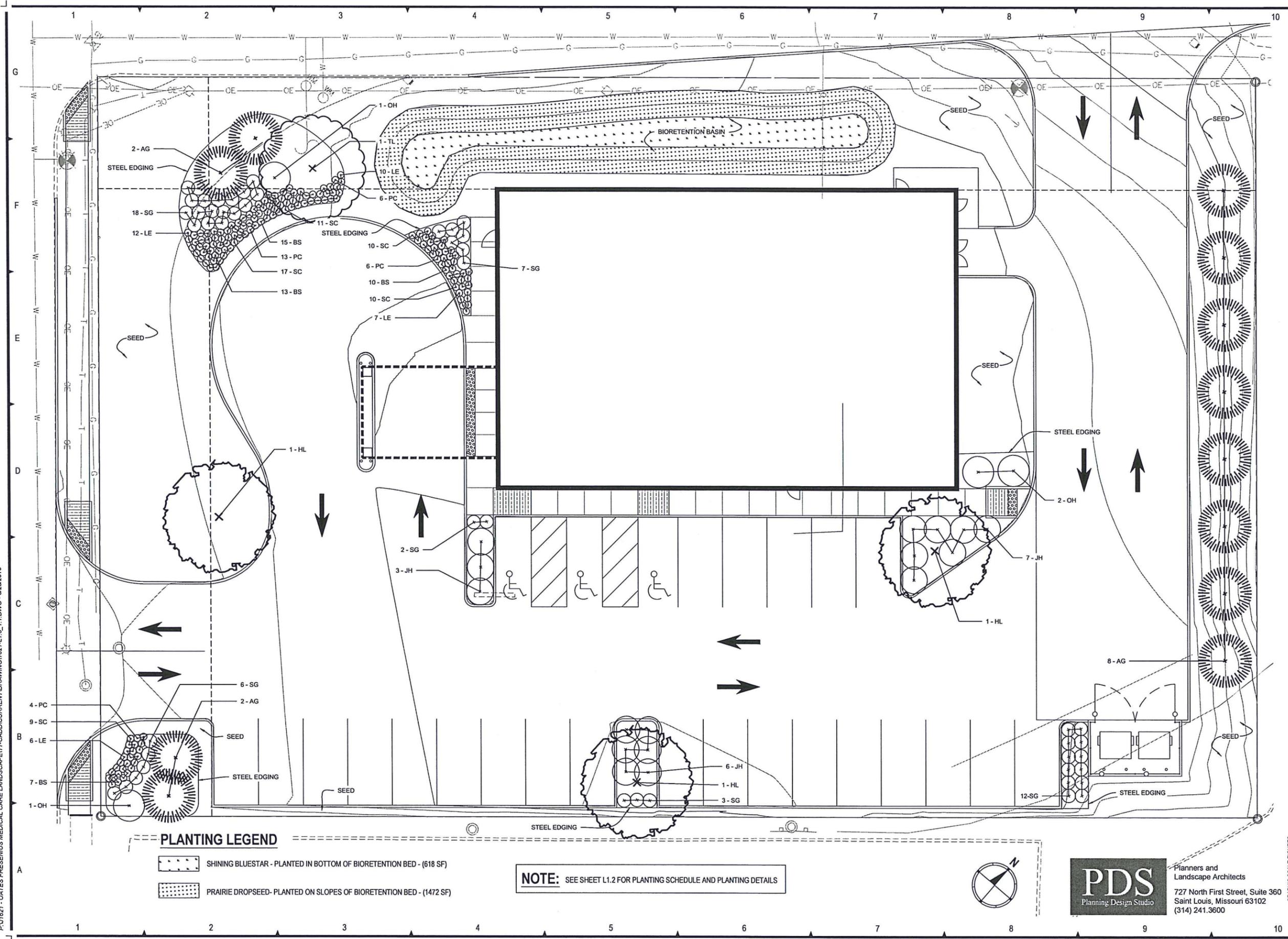
PROJECT NO.: 16071

DATE: 6/22/2016

SHEET NO.:

C2.1

PL1621 - OATES FRESenius MEDICAL CARE LANDSCAPE11-CADD\CURRENTDRAWING\1621-L1.0_1.DWG - 6/23/2016



PLANTING LEGEND

	SHINING BLUESTAR - PLANTED IN BOTTOM OF BIORETENTION BED - (618 SF)
	PRAIRIE DROPSEED - PLANTED ON SLOPES OF BIORETENTION BED - (1472 SF)

NOTE: SEE SHEET L1.2 FOR PLANTING SCHEDULE AND PLANTING DETAILS



Planners and Landscape Architects
727 North First Street, Suite 360
Saint Louis, Missouri 63102
(314) 241.3600

GRAPHIC SCALE FIGURES:
1/8" = 10'
1/16" = 5'



FRESenius DIALYSIS CENTER
6525 W. MAIN STREET, BELLEVILLE, ILLINOIS
SITE PLAN



PROJECT NO.: 16071
DATE: 6/22/2016
SHEET NO.:

L1.1

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REVISIONS:

NO.	DATE	REMARKS

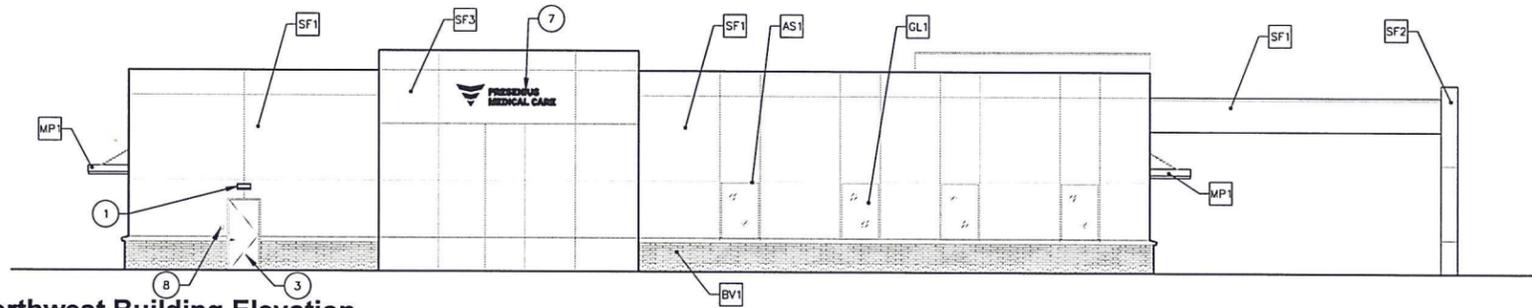
GATES ASSOCIATES
Engineering & Architecture

ST. LOUIS
1000 N. GARDEN
ST. LOUIS, MO 63107
PH: 314.291.0801

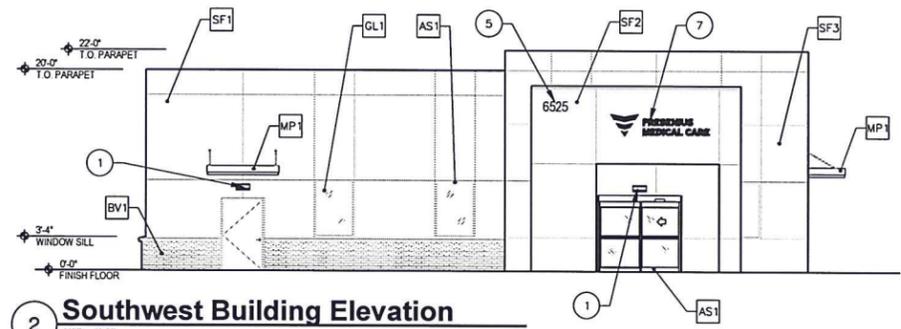
BELLEVILLE
2015 Main Street
Belleville, MO 63701
PH: 636.333.2200

COLLEGEVILLE
College Court, Suite 1
Collegeville, PA 19322
PH: 610.335.2200

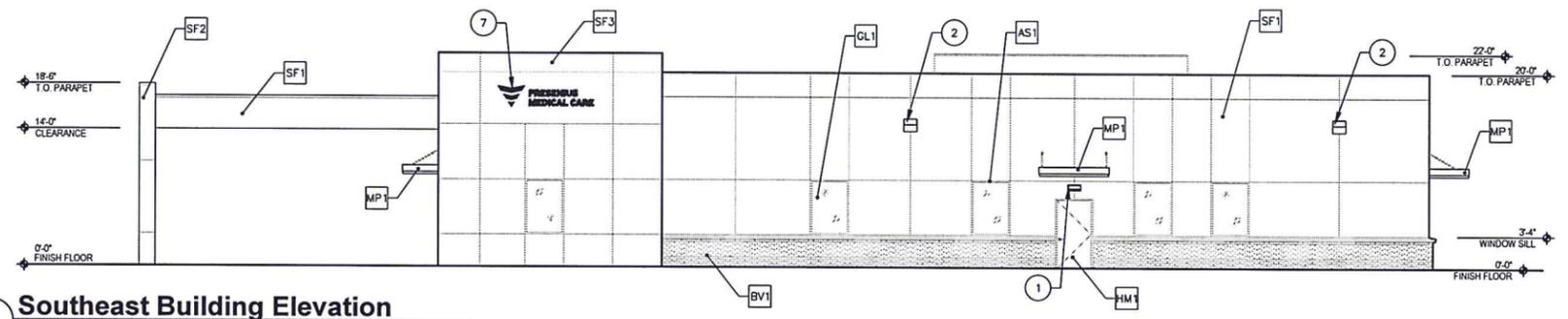
www.gatesassociates.com
ILLINOIS DESIGN FIRM LICENSE NO.: 064.001115



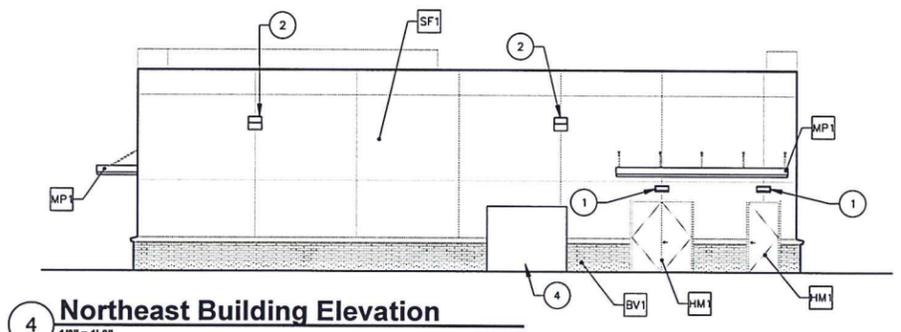
1 Northwest Building Elevation
1/8" = 1'-0"



2 Southwest Building Elevation
1/8" = 1'-0"



3 Southeast Building Elevation
1/8" = 1'-0"



4 Northeast Building Elevation
1/8" = 1'-0"

Finish Legend

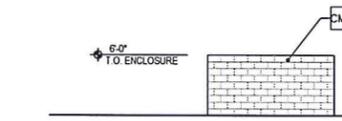
SF1	SYNTHETIC STUCCO FINISH PAINTED - DUINN EDWARDS -
SF2	SYNTHETIC STUCCO FINISH PAINTED - DUINN EDWARDS -
SF3	SYNTHETIC STUCCO FINISH PAINTED - DUINN EDWARDS -
BV1	BRICK VENEER - COLOR -
AS1	ALUMINUM STOREFRONT COLOR - CLEAR ANODIZED
GL1	GLAZING - 1" LOW "E" INSULATED COLOR - CLEAR
HM1	HOLLOW DOOR & FRAME PAINTED - DUINN EDWARDS -
CMU	8" SPLIT FACE CMU PAINTED - DUINN EDWARDS -
MP1	METAL CANOPY - MAPES ARCHITECTURAL CANOPIES - LUMISHADE COLOR: MAPES BRONZE BAKED ENAMEL

General Notes

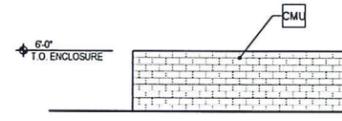
- A. ALL HVAC EQUIPMENT ON THE ROOF TO BE OBSCURED FROM VIEW BY THE PARAPET.
- B. PAINT ALL EXTERIOR EXPOSED STEEL, METALS, ETC TO MATCH ADJACENT SURFACES

Keynotes

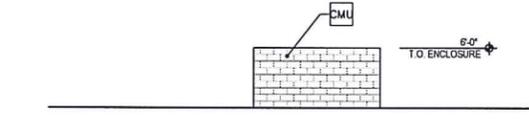
1. WALL MOUNTED EMERGENCY LIGHT FIXTURE, MOUNTED AT 9'-0" A.F.G. COLOR: BLACK.
2. WALL MOUNTED LIGHT FIXTURE, MOUNTED AT 12'-0" A.F.G. COLOR: BLACK.
3. FIRE RISER ROOM, PROVIDE SIGN ON DOOR: "FIRE SPRINKLER ROOM".
4. SERVICE ELECTRICAL SECTION, PAINT ALL CABINETS AND CONDUITS TO MATCH ADJACENT SURFACES.
5. ALL ADDRESS NUMBERS SHALL BE MINIMUM TWELVE (12) INCH NUMBERS. LOCATIONS OF ADDRESS NUMBERS MUST BE INSPECTED AND APPROVED BY THE BUILDING DEPARTMENT'S FIRE INSPECTOR PRIOR TO INSTALLATION. NUMBERS SHALL CLEARLY CONTRAST WITH THEIR BACKGROUND IN COLOR. COLOR: DARK BRONZE.
6. HINGED GATES, TUBE STEEL FRAMED STRUCTURE, PAINTED - DUINN EDWARDS, GATES WITH METAL INSERT, COLOR -
7. ILLUMINATED SIGNAGE BY FUTURE TENANT (SIGNAGE UNDER SEPARATE PERMIT).
8. KNOX BOX, VERIFY LOCATION WITH FIRE DEPARTMENT, ALL NECESSARY BUILDING ACCESS AND FIRE PROTECTION KEYS SHALL BE PLACED INTO THE BOX PRIOR TO OCCUPANCY APPROVAL.



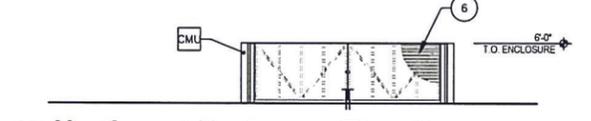
5 Northeast Enclosure Elevation
1/8" = 1'-0"



6 Southeast Enclosure Elevation
1/8" = 1'-0"



7 Southwest Enclosure Elevation
1/8" = 1'-0"



8 Northwest Enclosure Elevation
1/8" = 1'-0"



ONE!
ARCHITECTURE

8801 N. Central Ave. Suite 101
Phoenix, Arizona 85020

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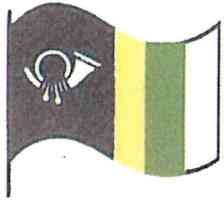
Principal:
Dustin Curtis
dustin.curtis@onearchitecture.us

Project Manager:
James Farrell
james.farrell@onearchitecture.us

Revisions

FMC Belleville
Shell Building
6525 W. Main Street
Belleville, IL 62223
6.20.16
IL-028

A4.1
Exterior Building Elevations



ECONOMIC DEVELOPMENT, PLANNING AND ZONING DEPARTMENT MEMORANDUM

Meeting Date: July 6, 2016

To: Planning Commission

From: Annissa G. McCaskill, EDPZ Director

Subject **Fresenius Dialysis Center (6525 West Main Street)**: Site Plan, Landscape Plan and Architectural Elevations.

Action Requested: Oates Associates, Inc., on behalf of Fresenius Dialysis Center, is requesting a recommendation by the Planning Commission to City Council regarding the above-referenced project.

Property Description : 6525 W. Main Street is an approximately .99 acre parcel of land located on the north side of West Main Street at its intersection with 66th Street. The site was formerly utilized by People's Bank for drive-up ATM/teller services. It has been vacant for several years.

Current Zoning C-2 Heavy Commercial District

Google Image



Site Access: Access to the subject site is via existing curb cuts on Main Street and 66th Street.

Surrounding Zoning & Land Uses:

To the North, South, East and West of the site are other C-2 Heavy Commercial District properties.



Comprehensive Plan:

The Future Land Use Map designates this area as General Commercial.

Analysis:

The Applicants propose to build a 6,867 square foot dialysis center with a covered patient drop-off at the entrance to the facility. The proposed facility is 22 feet to the top of the parapet and is shown to be constructed of synthetic stucco with a brick veneer base. The required parking per the City of Belleville Zoning Code is 1 space per 300 square feet of gross floor area, which yields a required number of 23 parking spaces. The Applicants have provided 26 parking spaces, two (2) of which are ADA accessible and larger than the requirements of the Zoning Code. There are no buffering requirements for the site, as all adjacent properties are also zoned commercially. However, the landscape plan provided utilizes a mixture of deciduous and evergreen plants to buffer views of the parking stalls. Additionally, ornamental grasses are proposed to provide screening of the trash enclosure wall. Due to the parking lot having an excess of twenty

(20) parking spaces, five percent of the parking area must be landscaped per the City of Belleville Code. The landscape plan provided exceeds the requirements of the code. The Applicants have also provided a general summary for the project.

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 July 18, 2016.

Attachments:

Site Plan
Landscape Plan
Architectural Elevations

Project Narrative
Fresenius Dialysis Center
6525 W. Main Street, Belleville, IL
June 22, 2016

Oates Associates, Inc.
Project No. 16071

General Summary

PCI | HealthDev is seeking a permit to perform site grading and construction activities for a new Fresenius Dialysis Center to be located at 6525 W. Main Street. Fresenius Medical Care currently operates over 2,200 dialysis clinics in the United States, including two locations in the Metro East area (O'Fallon and Waterloo, IL).

The total site acreage is approximately 0.98 acres, most of which will be disturbed during construction operations. The property is zoned C-2 (Heavy Commercial) and the use of a dialysis center is permitted by right in the C-2 zoning district, and no active zoning, building or fire code violations have been disclosed that would affect the subject property.

The site is a former location of a ~750 square foot bank facility that included two teller windows, 1 walk-up teller, 4-drive-thru stations and a detached drive-up ATM kiosk, and 11 parking spaces. All existing facilities on the property will be demolished as part of this project.

The new site will consist of a 6,867 square foot dialysis center. The new facility will include 26 parking spaces (2 ADA accessible), a covered patient drop-off area. The curb cuts and drive isles have been designed to accommodate large truck turning movements for deliveries and loading. Furthermore, the improvements will include the reconstruction of the sidewalks and curb along W. Main Street, which will be brought up to current ADA standards. Additionally, most of the curb along N. 66th Street will also be reconstructed.

Full site development plans have been submitted to the City for review, including a detailed stormwater pollution prevention plan. Copies of the NOI form and NPDES permit application are attached hereto for the City's records.

Off Street Parking and Loading

The proposed parking meets the requirements of Section 60-8-22 detailed in the City of Belleville Code of Ordinances. All commercial and service uses require 1 parking space per 300 square foot of floor area. The proposed site will exceed this requirement by 3 spaces (23 required 26 provided). Additionally, due to the proposed use of the site, all of the provided spaces will be 10'-wide by 19.5'-long,

which exceeds the minimum requirement of 9'-wide by 19'-long. The drive aisle along the NE side of the site is proposed to be 34'-wide, which will allow for loading while maintaining at least a 22'-wide aisle for two-way traffic.

Lot and Building Requirements

The proposed site will meet all of the requirements of Section 60-4-48 detailed in the City of Belleville Code of Ordinances. The minimum lot requirements are exceeded. All building setbacks will be met. The proposed improvements will occupy 70% of site including structures and parking, which is less than the allowable of 75%. The proposed building will be built under the 100 ft maximum building height.

Stormwater and Detention

The existing site has no existing storm sewer structures or detention. Currently, the site is split into two drainage areas with the majority of the site draining to the north which is conveyed off site through an 18" diameter corrugated metal culvert. The remainder of the site drains towards W. Main Street and is collected in the roadside storm sewer system.

The proposed site conditions will mimic the existing conditions with a small portion of the site draining into the roadside storm sewer system along W. Main Street and the majority of the site draining to the existing 18" diameter corrugated metal culvert at the NE corner of the site. The proposed site will incorporate 5 storm sewer inlets and a new bioswale. There will be no increase in the runoff from the site for the 2-year and 100-year 24 hour storms. The bioswale encompasses a 2,000 square foot footprint and will contain a 4" perforated pipe underdrain that will be connected to the proposed storm sewer. The basin will have a maximum storage depth of less than 2 feet with an emergency overflow located at elevation 575.50.

Screening of Parking Lot and Perimeter Screening

Combinations of evergreen and deciduous plants are utilized in the parking areas to help buffer views to parking stalls and to provide year round interest. The trash enclosure located at the rear of the site is screened by a six foot tall CMU enclosure wall and metal gate. In addition, the enclosure wall is further screened by upright ornamental grasses. The north side of the site is screened with upright evergreen shrubs.

Site Landscaping

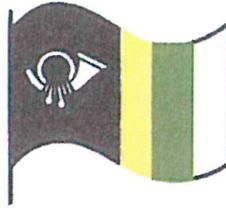
The site and parking areas will be landscaped with a combination of turf, shrubs and trees. The planting is primarily focused around the entry to the Dialysis Center Building and along Main Street. The plant species chosen for this project includes hardy plants suited for this region and that will require minimal maintenance once established. 4" of hardwood bark mulch is included in the planting beds to help reduce weed growth and retain moisture. All shrub beds will include metal edging at the perimeter to define the limits of the planting bed. Temporary irrigation during the establishment period shall be included. No permanent irrigation is included in this project.

Signage

A sign permit will be submitted separately.

Site Lighting

All sight lighting is in compliance with the provisions of Section 60-8-8 of the The City of Belleville Code of Ordinances.



ECONOMIC DEVELOPMENT, PLANNING AND ZONING DEPARTMENT MEMORANDUM

Meeting Date: July 6, 2016
Item No.: 2
To: Planning Commission City Council
From: Annissa G. McCaskill, Director
Subject: Parkway West (07-25.0-200-022/Frank Scott Parkway West): Preliminary Plat, Phase 1

Action

Requested: The applicant is requesting recommendation by the Planning Commission to the City Council regarding the above-referenced Preliminary Plat.

Property

Description: The subject site is a portion of approximately 50 acres located on the west side of Frank Scott Parkway, south of its intersection with 11th Street.

**Property Owner/
Applicant:**

Belleville West Gateway, LLC

Current Zoning: C-1 (Front) and A-1 (Rear)

Background: The property is currently undeveloped. A sketch plat for the site was approved in 2004. The property was annexed by the City of Belleville via Ordinance 7906 on November 30, 2015.

Analysis: The Preliminary Plat for Phase I of this development shows nine (9) residential lots, one lake and six (6) commercial out lots.

Article IV of the Subdivision Code requires recommendation of the Planning Commission on all Preliminary Plats prior to action by the City Council. The Planning Commission's approval becomes null and void if the plat is not recorded within thirty (30) days after City Council approval. An application for a thirty (30) day extension for recording may be made to and granted by Planning Commission.

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 July 18, 2016.

Attachments:

Preliminary Plat w/application

Case Number: _____



APPLICATION FOR APPROVAL
OF
PRELIMINARY SUBDIVISION PLAT

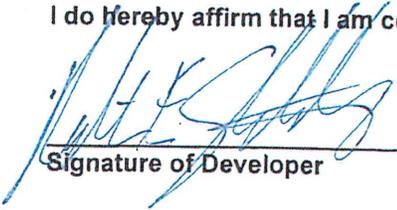
Date: 6-30-16

- 1. Name of Subdivision: Parkway West
- 2. Location:
 - Section: 25
 - Township: Stokey
 - Range: 9 West
- 3. Area of Entire Tract: 50 Acres
- 4. Number of Proposed Lots: 50 Residential, 6 Comm
- 5. Current Zoning: C-1 and A-1
- 6. Proposed Zoning: _____
- 7. Dedicated Green Space Area: _____

8. Name of Development Company: Belleville West Gateway, LLC
 Attn: Mr. Todd Keller
 Address: 222 W Pointe Dr
 City: Swansea State: IL Zip: 62226
 Phone: 618-444-8622

9. Name of Engineering Company: Netemeyer Engineering Associates, Inc.
 Attn: Seth Netemeyer
 Address: 3300 Highline Rd.
 City: Aviston State: IL Zip: 62216
 Phone: 618-228-7816

I do hereby affirm that I am complying with the Subdivision Code of the City of Belleville.


 Signature of Developer _____ Date 6/30/16


 Signature of Engineer _____ Date 6-30-2016



Dear City Council,

The Belleville Area Humane Society is planning our third Halloween Pet Parade for Sunday, Oct 30, 2016 at 1 pm. By having our event on a Sunday, we hope to incur as little disruption as possible to downtown businesses.

The proposed start would be the city owned parking lot located at 9th and West Main and the parade would proceed east on West Main towards the fountain ending at 1st and West Main with a small street celebration.

Immediately following the parade, we propose closing West Main from the cross walk entrance to West Main St to 2nd and also 1st St from A St to Washington. There will be social gathering from 1-3pm for our patrons with their dogs. The event will include costume contests for dogs and their owners along with family friendly music. Our plan is to involve the families and pets in our community.

We would also request the use of 20 barricades and 20 cones from the Street Dept to close the side streets. We propose the use of volunteers for the side streets only needing police presence to close the major intersection at 6th & West Main and to start the parade. We understand that there will be a charge for the police service but are hoping to keep that to a minimum using as much volunteer labor as possible.

We also request no parking signs along the parade route on that morning until after the duration of the parade.

The Belleville Area Humane Society is grateful for this opportunity to create a unique event in the Metro-east and we appreciate your consideration.

Respectfully,
Shelly Tribout-Korves
Kathy Simmons,
Belleville Area Humane Society

RESOLUTION NO. 3271

WHEREAS, the Get Up & Go is sponsoring Get Up & Go Biathlon in the Get Up & Go Biathlon which event constitutes a public purpose;

WHEREAS, this biathlon will require the temporary closure of Route 158, a State Highway at Frank Scott Parkway, for bicyclists to cross;

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

NOW THEREFORE, be it resolved by the City Council of the Get Up & Go Biathlon that permission to close off Route 158 at Frank Scott Parkway as above designated, be requested of the Illinois Department of Transportation.

BE IT FURTHER RESOLVED, that this closure shall occur during the approximate time period between 7:00 a.m. until noon on Sunday, August 7, 2016.

BE IT FURTHER RESOLVED, that this closure is for the public purpose of holding a biathlon.

BE IT FURTHER RESOLVED, A detour route is not necessary. The St. Clair County Sherriff's Department will be at the assigned locations on route 158 and will direct traffic.

BE IT FURTHER RESOLVED, The Get Up & Go Biathlon assumes full responsibility for the direction, protection, and regulation of the traffic during the time the detour is in effect.

BE IT FURTHER RESOLVED, Police officers or authorized flaggers shall at the expense of the Get Up & Go Biathlon be positioned at each end of the closed section and at other points (such as intersections) as may be necessary to assist in directing traffic through the detour.

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

BE IT FURTHER RESOLVED, that all debris shall be removed by the Get Up & Go Biathlon prior to reopening the State highway.

BE IT FURTHER RESOLVED, that such signs, flags, barricades, etc., shall be used by the Get Up & Go Biathlon as may be approved by the Illinois Department of Transportation. These items shall be provided by the Get Up & Go Biathlon.

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

BE IT FURTHER RESOLVED, that an occasional break shall be made in the procession so that traffic may pass through. In any event, adequate provisions will be made for traffic on

intersecting highways pursuant to conditions noted above. (Note: This paragraph is applicable when the resolution pertains to a parade or when no detour is required.)

BE IT FURTHER RESOLVED, that the Get Up & Go Biathlon hereby agrees to assume all liabilities and pay all claims for any damage which shall be occasioned by the closing described above.

BE IT FURTHER RESOLVED, that the Get Up & Go Biathlon shall provide a comprehensive general liability insurance policy or an additional insured endorsement in the amount of \$1,000,000 per person and \$2,000,000 aggregate which has the Illinois Department of Transportation and its officials, employees, and agents as insured and which protects them from all claims arising from the requested road closing.

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

ADOPTED by the City Council of the Get Up & Go Biathlon this 18th day of July, 2016.

Dallas B. Cook, City Clerk

APPROVED by the Mayor of the Get Up & Go Biathlon this 19th day of July, 2016.

ATTEST:

Dallas B. Cook, City Clerk

Mark W. Eckert, Mayor



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/25/2016

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

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

PRODUCER HCC Specialty 401 Edgewater Place, Suite 400 Wakefield, MA 01880	CONTACT NAME: _____		
	PHONE (A/C, No, Ext): _____	FAX (A/C, No): _____	
E-MAIL ADDRESS: _____			
PRODUCER CUSTOMER ID #: _____			
INSURED Get Up & Go Biathlon 2841 Brookmeadow Dr Belleville, IL 62221	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: U.S. Specialty Insurance Company		29599
	INSURER B: United States Fire Insurance Company		21113
	INSURER C: _____		
	INSURER D: _____		
	INSURER E: _____		
INSURER F: _____			

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR VVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X		SEL333125364	05/26/2016	08/10/2016	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
B	<input checked="" type="checkbox"/> Host Liquor			US574874	05/26/2016	08/10/2016	PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> Medical Expense						GENERAL AGGREGATE \$ 2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							PRODUCTS - COMP/OP AGG \$ 1,000,000
AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident) \$
<input type="checkbox"/> ANY AUTO							BODILY INJURY (Per person) \$
<input type="checkbox"/> ALL OWNED AUTOS							BODILY INJURY (Per accident) \$
<input type="checkbox"/> SCHEDULED AUTOS							PROPERTY DAMAGE (Per accident) \$
<input type="checkbox"/> HIRED AUTOS							\$
<input type="checkbox"/> NON-OWNED AUTOS							\$
UMBRELLA LIAB <input type="checkbox"/> OCCUR							EACH OCCURRENCE \$
EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE							AGGREGATE \$
DEDUCTIBLE \$							\$
RETENTION \$							\$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N <input type="checkbox"/>							WC STATU-TORY LIMITS OTH-ER \$
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/>							E.L. EACH ACCIDENT \$
If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

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

The Certificate Holder is added as Additional Insured with respects to our Insured's operations only.
 This insurance is primary and non-contributory as required by written contract.
 This coverage is with respect to Get Up & Go Inc Biathlon event to be held 8/7/2016 - 8/7/2016 at Belleville West High School Belleville IL

CERTIFICATE HOLDER **CANCELLATION**

Belleville Township High School #201 920 North Illinois St Belleville, IL 62220	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/25/2016

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PRODUCER HCC Specialty 401 Edgewater Place, Suite 400 Wakefield, MA 01880	CONTACT NAME: _____		
	PHONE (A/C No, Ext): _____	FAX (A/C, No): _____	
E-MAIL ADDRESS: _____			
PRODUCER CUSTOMER ID #: _____			
INSURED Get Up & Go Biathlon 2841 Brookmeadow Dr Belleville, IL 62221	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: U.S. Specialty Insurance Company		29599
	INSURER B: United States Fire Insurance Company		21113
	INSURER C: _____		
	INSURER D: _____		
	INSURER E: _____		
INSURER F: _____			

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A	GENERAL LIABILITY		X	SEL333125364	05/26/2016	08/10/2016	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
B	<input checked="" type="checkbox"/> Host Liquor			US574874	05/26/2016	08/10/2016	PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> Medical Expense						GENERAL AGGREGATE \$ 2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							PRODUCTS - COMP/OP AGG \$ 1,000,000
AUTOMOBILE LIABILITY							
<input type="checkbox"/> ANY AUTO							
<input type="checkbox"/> ALL OWNED AUTOS							
<input type="checkbox"/> SCHEDULED AUTOS							
<input type="checkbox"/> HIRED AUTOS							
<input type="checkbox"/> NON-OWNED AUTOS							
UMBRELLA LIAB <input type="checkbox"/> OCCUR							
EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE							
<input type="checkbox"/> DEDUCTIBLE							
RETENTION \$ _____							
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N <input type="checkbox"/>							
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/>							
If yes, describe under DESCRIPTION OF OPERATIONS below							
WC STATO- TORY LIMITS OTH - ER							
E.L. EACH ACCIDENT \$ _____							
E.L. DISEASE - EA EMPLOYEE \$ _____							
E.L. DISEASE - POLICY LIMIT \$ _____							

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

The Certificate Holder is added as Additional Insured with respects to our Insured's operations only.
 This insurance is primary and non-contributory as required by written contract.
 This coverage is with respect to Get Up & Go Inc Biathlon event to be held 8/7/2016 - 8/7/2016 at Belleville West High School Belleville IL.

CERTIFICATE HOLDER St. Clair County Sheriff Dept 700 N 5th St Belleville, IL 62220	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/25/2016

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PRODUCER HCC Specialty 401 Edgewater Place, Suite 400 Wakefield, MA 01880	CONTACT NAME:		
	PHONE (A/C, No, Ext):	FAX (A/C, No):	
INSURED Get Up & Go Biathlon 2841 Brookmeadow Dr Belleville, IL 62221	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A:	U.S. Specialty Insurance Company	29599
	INSURER B:	United States Fire Insurance Company	21113
	INSURER C:		
	INSURER D:		
	INSURER E:		

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

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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
B	<input checked="" type="checkbox"/> Host Liquor			US574874	05/26/2016	08/10/2016	MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> Medical Expense						PERSONAL & ADV INJURY \$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							GENERAL AGGREGATE \$ 2,000,000
AUTOMOBILE LIABILITY							PRODUCTS - COMP/OP AGG \$ 1,000,000
ANY AUTO							COMBINED SINGLE LIMIT (Ea accident) \$
ALL OWNED AUTOS							BODILY INJURY (Per person) \$
SCHEDULED AUTOS							BODILY INJURY (Per accident) \$
HIRED AUTOS							PROPERTY DAMAGE (Per accident) \$
NON-OWNED AUTOS							\$
UMBRELLA LIAB							\$
EXCESS LIAB							EACH OCCURRENCE \$
DEDUCTIBLE							AGGREGATE \$
RETENTION \$							\$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY							WC STATUTORY LIMITS
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N							OTH - ER
If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

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

The Certificate Holder is added as Additional Insured with respects to our Insured's operations only.
This insurance is primary and non-contributory as required by written contract.
This coverage is with respect to Get Up & Go Inc Biathlon event to be held 8/7/2016 - 8/7/2016 at Belleville West High School Belleville IL

CERTIFICATE HOLDER Illinois Department of Transportation 1102 East Port Plaza Dr Collinsville, IL 62234	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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ORDINANCE 7969

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BELLEVILLE, ILLINOIS, ADOPTING A BUSINESS DISTRICT PLAN RELATING TO AN AREA WITHIN THE CITY; MAKING FINDINGS OF FACT WITH RESPECT TO SUCH AREA; DESIGNATING AND ESTABLISHING A BUSINESS DISTRICT FOR SUCH AREA PURSUANT TO THE BUSINESS DISTRICT DEVELOPMENT AND REDEVELOPMENT LAW; AUTHORIZING THE IMPOSITION AND COLLECTION OF A SALES TAX WITHIN SUCH BUSINESS DISTRICT; PROVIDING FOR FURTHER AUTHORITY; ESTABLISHING AN EFFECTIVE DATE AND OTHER RELATED MATTERS

WHEREAS, the City of Belleville, Illinois (the “**City**”) is a municipal corporation and political subdivision of the State of Illinois, duly created, organized and existing under and by virtue of the Constitution and laws of the State of Illinois; and,

WHEREAS, the City is authorized pursuant to the provisions of the Illinois Business District Development and Redevelopment Law, 65 ILCS 5/11-74.3-1 et seq. (the “**Law**”, or the “**Business District Law**”) to designate an area within its boundaries as a business district (“**Business District**”) for purposes of carrying out the development or redevelopment of such area pursuant to a business district plan; and,

WHEREAS, the City has caused a business district plan to be prepared by Economic Development Resources, L.L.C., dated June 1, 2016, entitled “*6401 West Main Street Marketplace Business District, Business District Plan*” (the “**Business District Plan**”), which sets forth a plan for the development of an area which encompasses approximately six acres, generally fronting W. Main Street between N. 66th Street and N. 64th Street, as described in **Exhibit A**, which is attached hereto and hereby incorporated as though fully stated herein; and,

WHEREAS, the City has caused the publication of notices of a public hearing to be held with respect to such Business District Plan on June 29, 2016 and on July 6, 2016 in the Belleville News Democrat, in accordance with the provisions of the Business District Law, and the City held a public hearing as provided in such notices with respect to such Business District Plan on July 18, 2016 at 7:00 p.m., at which members of the public were allowed to comment with respect to the provisions of such Business District Plan; and,

WHEREAS, the City now desires to designate and establish the Business District, to authorize the imposition and collection within the Business District of Business District Taxes (herein defined) and a Hotel Tax (herein defined) to pay for Business District Project Costs (herein defined), and make such other findings as necessary pursuant to the Business District Law.

NOW, THEREFORE, BE IT ORDAINED, by the City Council of the City of Belleville, Illinois, as follows:

SECTION 1: Recitals. The above recitals are incorporated herein as though fully set forth.

SECTION 2: Definitions. All capitalized terms used in this Ordinance shall be construed as defined in the Business District Law and the Business District Plan.

SECTION 3: Findings. The City hereby makes the following findings, as supported by the Business District Plan:

- (a) The Business District Plan constitutes a specific plan for a Business District in the City of Belleville, St. Clair County, Illinois;
- (b) The creation and development of the Business District, as more specifically described in the Business District Plan, will stimulate economic activity in the State, create and maintain jobs, increase tax revenue, encourage the creation of new and lasting infrastructure and other improvements and facilities, and cause the attraction and retention of businesses and commercial enterprises which generate economic activity and services and increase the general tax base;
- (c) The Business District Plan and the Business District conform with the existing Comprehensive Plan for the City; and,
- (d) The City's exercise of the powers provided in the Law is dedicated to the promotion of the public interest, to the enhancement of the tax base within the Business District, the City, the State of Illinois and its political subdivisions, the creation of employment, and the eradication of blight; and, the use of the powers for the creation and development of the Business District as provided in the Business District Plan is declared to be for the public safety, benefit and welfare of the residents of the State and essential to the public interest and declared to be for public purposes.

SECTION 4: Approval of 6401 West Main Street Marketplace Business District Plan. The 6401 West Main Street Marketplace Business District, Business District Plan is hereby approved in the form as filed with the City Clerk of the City on July 18, 2016, a copy of which is attached hereto as **Exhibit B** and incorporated herein by this reference.

SECTION 5: Establishment of 6401 West Main Street Marketplace Business District. The 6401 West Main Street Marketplace Business District is hereby designated and established pursuant to the Business District Plan and the Business District Law. The City Council shall have and possess, without limitation, such powers with respect to the Business District as authorized under the Business District Law and the Business District Plan.

SECTION 6: Findings Related to the Business District.

- (a) The City hereby finds the area included in the Business District to be a "*Blighted area*" as such term is used under the Business District Law based on the facts as set forth in the Business District Plan. The Business District shall have such additional powers available to the Business District under the Business District Law as a result of the area in the Business District being a Blighted area, including the power to impose a retailers' occupation tax, a service occupation tax and a hotel operators' occupation tax in the Business District for the development of the Business District and implementation of the Business District Plan.

(b) The City hereby makes the following findings with respect to the Business District pursuant to the Business District Law:

- (i) the area to be designated as a Business District is contiguous;
- (ii) the Business District includes only parcels of real property directly and substantially benefited by the Business District Plan;
- (iii) the Business District, in its entirety, is located within the City limits of Belleville, Illinois;
- (iv) the Business District is a Blighted area, that by reason of 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 and social liability, an economic underutilization of the area, and a menace to the public health, safety and welfare;
- (v) the Business District, on the whole, has not been subject to growth and development through investment by private enterprises and would not reasonably be anticipated to be developed or redeveloped without the adoption of the Business District Plan; and,
- (vi) the Business District Plan conforms to the Comprehensive Plan for the development of the municipality as a whole.

(c) The City hereby finds that the 6401 West Main Street Marketplace Business District Plan includes the following:

- (i) a specific description of the boundaries of the proposed Business District, including a map illustrating the boundaries;
- (ii) a general description of each project proposed to be undertaken within the Business District, including a description of the approximate location of each project and a description of any developer, user, or tenant of any property to be located or improved within the proposed Business District;
- (iii) the name of the proposed Business District;
- (iv) the estimated Business District Project Costs;
- (v) the anticipated source of funds to pay Business District Project Costs;
- (vi) the anticipated type and terms of any obligations to be issued; and,
- (vii) the rate of any tax to be imposed pursuant to subsection (10) or (11) of Section 11-74.3-3 of the Business District Law and the period of time for which the tax shall be imposed.

SECTION 7: Authorization and Imposition of Business District Taxes and Hotel

Tax.

- (a) A tax is hereby imposed upon all persons engaged in the business of selling tangible personal property, other than an item of tangible personal property titled or registered with an agency of this State's government, at retail within the boundaries of the 6401 West Main Street Marketplace Business District at the rate of One Percent (**1.0%**) of the gross receipts from such sales made in the course of such business while this Ordinance is in effect; and a tax is hereby imposed upon all persons engaged within the boundaries of the 6401 West Main Street Marketplace Business District in the business of making sales of service, at the rate of One Percent (**1.0%**) of the selling price of all tangible personal property transferred by such serviceman as an incident to a sale of service. This "Business District Retailers' Occupation Tax" and this "Business District Service Occupation Tax" (collectively, the "Business District Taxes") shall not be applicable to the sales of food for human consumption which is to be consumed off the premises where it is sold (other than alcoholic beverages, soft drinks, and food that has been prepared for immediate consumption) and prescription and non-prescription medicines, drugs, medical appliances, modifications to a motor vehicle for the purpose of rendering it usable by a disabled person, and insulin, urine testing materials, syringes and needles used by diabetics.

The imposition of these Business District Taxes is in accordance with the provisions of Subsections (b) and (c), respectively, of Section 11-74.3-6 of the Illinois Municipal Code (65 ILCS 5/11-74.3-6).

The proceeds of the Business District Taxes shall be deposited by the City into a special fund held by the City entitled the 6401 West Main Street Marketplace Business District Tax Allocation Fund.

The City Clerk shall file with the Department of Revenue of the State of Illinois, a certified copy of this Ordinance, including the boundaries of the 6401 West Main Street Marketplace Business District, and all other documents required by the Business District Law for the administration, collection and enforcement by the Department of these Business District Taxes.

- (b) A tax is hereby imposed upon all persons engaged in the business of renting, leasing, or letting rooms in a hotel, as defined in the Hotel Operators' Occupation Tax Act (the "Hotel Tax"), at a rate of One Percent (**1.0%**) of the gross rental receipts from the renting, leasing, or letting of hotel rooms within the boundaries of the 6401 West Main Street Marketplace Business District, excluding, however, from gross rental receipts the proceeds of renting, leasing, or letting to permanent residents of a hotel, as defined in the Hotel Operators Occupation' Tax Act.

The imposition of the Hotel Tax is in accordance with the provisions of Subsection (d) of Section 11-74.3-6 of the Illinois Municipal Code (65 ILCS 5/11-74.3-6).

The City shall administer, collect and enforce the Hotel Tax as provided in the Business District Law.

The proceeds of the Hotel Tax shall be deposited by the City into a special fund held by the City entitled the 6401 West Main Street Marketplace Business District Tax Allocation Fund.

- (c) The taxes hereby imposed under Subsection (a), and all civil penalties that may be assessed as an incident thereto, shall be collected and enforced by the Department of Revenue of the State of Illinois. The Department of Revenue shall have full power to administer and enforce the provisions of this Ordinance.
- (d) The City Clerk is hereby directed to file a certified copy of this Ordinance with the Illinois Department of Revenue on or before October 1, 2016.

SECTION 8: Effective Date.

- (a) Subsection (a) of Section 7 of this Ordinance shall take effect on the first day of January next following the adoption and filing of this Ordinance with the Department of Revenue, if filed on or before the preceding October 1st.

SECTION 9: If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Ordinance. All existing ordinances of the City of Belleville are hereby repealed insofar as they may be inconsistent with the provisions of this Ordinance.

PASSED by the City Council of the City of Belleville, Illinois, this 18th day of July, 2016 on the following roll call vote:

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

MAYOR

ATTEST:

CITY CLERK

(SEAL)

EXHIBIT A

Legal Description

6401 West Main Street Marketplace Business District Belleville, Illinois - St. Clair County

Part of Section 12 of Township 1 North, Range 9 West, of the 3rd Principal Meridian, St. Clair County, Illinois, (All references herein to "Parcel ID" refers to the Parcel Identification Number of Parcel(s) on file in the St. Clair County Court House, 10 Public Square, Belleville, Illinois), also being Part of the "Penn's 2nd Subdivision" to the City of Belleville more particularly described as follows:

Beginning at the point of intersection with Northeasterly Right-of-Way Line of West Main Street and the Northwesterly Right-of-Way line North 64th Street, also being the south most corner of parcel ID 07120213019; thence Northeasterly to the East corner of said parcel; thence Northwesterly to the North corner of said parcel; thence Southwesterly to the West corner of said parcel, also being a point on the Northeasterly Right-of-Way West Main; thence continuing Southwesterly to a point on the Southwesterly Right-of-Way line of said West Main Street; thence Northwesterly along said Southwesterly Right-of-Way line to a point being at right angle to the South corner of Parcel ID 0720213011; thence Northeasterly to said south corner of Parcel ID 0720213011; thence continuing Northeasterly to the West corner of said parcel; thence Northwesterly to the North corner of said parcel, also being a point on the Southeasterly Right-of-Way line of North 66th Street; thence continuing Northwesterly to a point on the Northwesterly Right-of-Way line of said North 66th Street; thence Northeasterly along said Northwesterly Right-of-Way line to a point of intersection with the Northeasterly line of Parcel ID 07120213026; thence Southeasterly to the North most corner of said Parcel ID 07120213026; thence Southeasterly to the East most corner of said parcel, also being a point on the Southeasterly Right-of-Way line of North 64th Street; thence Southwesterly along said Southeasterly Right-of-Way line to the Northeasterly Right-of-Way line of West Main Street, thence Northwesterly along said Right-of-Way line to the point of beginning.

EXHIBIT B

6401 West Main Street Marketplace Business District Business District Plan

ORDINANCE NO.

AN ORDINANCE AMENDING CHAPTER 38 (SEWERS), ARTICLE III (USER CHARGES) OF THE REVISED CODE OF ORDINANCES OF BELLEVILLE, ILLINOIS, AS AMENDED, BY AMENDING PORTIONS OF SECTIONS THEREOF

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

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

Section 1. That Section 38-3-1 is hereby amended by repealing said Section 38-3-1 in its entirety, and substituting in lieu thereof the following:

38-3-1 BASIC CHARGES FOR ALL USERS OF CITY SEWERS.

(A) Rates and charges for the use and service of the sewage system of the City are hereby established. The owner, renter, or the management company of each lot, parcel of land or premises shall be liable to pay for the service on said lot, parcel of land or premises. Such charges and rates shall be made against any such lot, parcel of land or premises which may discharge sewage or industrial waste, either directly or indirectly, into said system or any part thereof. Such charges and rates shall be based upon the quantity of water used thereon or therein as such quantity may be measured by the water meter or meters of the Illinois American Water Company serving such lot, parcel of land or premises. Unless the City Treasurer or a designee determines that the City's interest is best served by sending a sewer bill to a renter, sewer bill shall be sent to the owner or management company of the lot, parcel of land or premises. The municipal fee for the collection of residential refuse also shall be provided via the same vehicle as the "sewer bill". The following rates shall be charged for sewer service to users of City sewers based upon metered water consumption:

(1) **Monthly Residential Billing**

- (a) Effective for bills generated on or after May 1, 2016, a monthly base charge of \$7.50 will be applied to all bills. In addition to the base charge, unit rates will be added as prescribed below based on the unit of measure provided by Illinois American Water.

CCF Units of Usage	1 – 3	\$3.75 a unit
	4 – 16	\$4.57 a unit
	17 – 33	\$3.81 a unit
	34 and beyond	\$3.75 a unit
CGL Units of Usage	1-22	\$.5114 a unit
	23-119	\$.6125 a unit
	120-246	\$.5100 a unit
	247 and beyond	\$.4980 a unit

- (b) Effective for bills generated on or after May 1st of each fiscal year from 2016/2017 to 2025/2026, for those accounts billing on the CCF unit of measure, the monthly minimum charges and unit rates will increase eight percent (8%) annually from the immediate preceding fiscal year's minimum charges and unit rates. On accounts whose usage is being reported on the CGL unit of measure refer to exhibit A-2 at the end of this article for the applicable rates.
- (c) Effective for bills generated on or after May 1st of each fiscal year from 2026/2027 to 2046/2047, for those accounts billing on the CCF unit of measure, the monthly minimum charges and unit rates will increase one percent (1%) annually from the immediate preceding fiscal year's minimum charges and unit rates. On accounts whose usage is being reported on the CGL unit of measure refer to exhibit A-2 at the end of this article for the applicable rates.
- (d) When a lot, parcel of land or premises is connected to the City sewer system but is not metered by the Illinois American Water Company, the owner or the management company shall be charged in accordance with the Illinois Environmental Protection Agency (IEPA) consumption guidelines in place for the fiscal year the service is rendered – at 1½ times the current rate for City residents.
- (e) All sewer users not living within the City limits of Belleville will be charged at 1½ times the current rate.
(See Exhibit "A-1" and "A-2" at the end of this Article)

(2) **Monthly Commercial Billing.**

- (a) Effective for bills rendered on or after May 1, 2016, a monthly base charge of \$11.64 will be applied to all bills. In addition to the base charge, unit rates will be added as prescribed below based on the unit of measure provided by Illinois American Water.

Units of Usage	1 – 19	\$4.01 a unit
	20 – 99	\$3.84 a unit
	100 – 499	\$3.74 a unit
	500 and beyond	\$3.58 a unit

CGL Units of Usage	1-142	\$.5365 a unit
	143-740	\$.5137 a unit
	741-3739	\$.5000 a unit
	3740 and beyond	\$.4784 a unit

- (b) Effective for bills generated on or after May 1st of each fiscal year from 2016/2017 to 2025/2026, for those accounts billing on the CCF unit of measure, the monthly minimum charges and unit rates will increase eight percent (8%) annually from the immediate preceding fiscal year's minimum charges and unit rates. On accounts whose usage is being reported on the CGL unit of measure refer to exhibit B-2 at the end of this article for the applicable rates.
- (c) Effective for bills generated on or after May 1st of each fiscal year from 2026/2027 to 2046/2047, for those accounts billing on the CCF unit of measure, the monthly minimum charges and unit rates will increase one percent (1%) annually from the immediate preceding fiscal year's minimum charges and unit rates. On accounts whose usage is being reported on the CGL unit of measure refer to exhibit B-2 at the end of this article for the applicable rates.
- (d) When a lot, parcel of land or premises is connected to the City sewer system but is not metered by the Illinois American Water Company, the owner or the management company shall be charged in accordance with the Illinois Environmental Protection Agency

(IEPA) consumption guidelines in place for the fiscal year the service is rendered – at 1 ½ times the current rate for City residents.

- (e) All sewer users not living within the City limits of Belleville will be charged at 1 ½ times the current rate. **(Ord. No. 7732; 12-02-13)**
(See Exhibit “B-1” and “B-2” at the end of this Article)

(B) Each meter shall be considered a separate billing unit in applying the above rates, provided, however, that in case a single enterprise located on contiguous property is served by more than one such water meter and the amount of water shown on each of the several meters shall in each case exceed 80,000 cubic feet or 598,400 CGL in any month, then the amount of water shown to have been consumed by such meters shall be totaled and the rates and charges shall be based upon the aggregate amount of water shown by all such meters.

(C) **Attorney’s Fees.** In the event that rates and charges for the use and service of the sewage system of the City of Belleville are not paid by the owner, occupant or user of said lot, parcel of land or premises as provided for in **Section 38-3-1**, subparagraph (A)(1), and **Section 38-3-1**, subparagraph (A)(2), then the City shall be entitled to collect, in addition to the basic charges enumerated in this Section, reasonable attorney’s fees and costs of collection. **(Ord. No. 5461; 09-05-95)**

(D) **Post Judgment Legal Work.** In addition to attorney’s fees provided for in Subparagraph (C) above, in the event that the City of Belleville undertakes any legal work concerning the owner, occupant or user not paying rates and charges levied by the City of Belleville, and the City of Belleville incurs post judgment legal work, the City of Belleville shall be entitled to recover any and all attorney’s fees and costs associated with post judgment legal work. **(Ord. No. 5493; 06-03-93)**

Residential Rate Structure - CCF (100 Cubic Feet)

Fiscal Year	Rate Increase	Base	1-3 Units	4-16 Units	17-33 Units	34 and Beyond Units
2013/14	8%	\$5.95	\$2.97	\$3.63	\$3.03	\$2.97
2014/15	8%	\$6.43	\$3.21	\$3.92	\$3.27	\$3.21
2015/16	8%	\$6.94	\$3.47	\$4.23	\$3.53	\$3.47
2016/17	8%	\$7.50	\$3.75	\$4.57	\$3.81	\$3.75
2017/18	8%	\$8.10	\$4.05	\$4.94	\$4.11	\$4.05
2018/19	8%	\$8.75	\$4.37	\$5.34	\$4.44	\$4.37
2019/20	8%	\$9.45	\$4.72	\$5.77	\$4.80	\$4.72
2020/21	8%	\$10.21	\$5.10	\$6.23	\$5.18	\$5.10
2021/22	8%	\$11.03	\$5.51	\$6.73	\$5.59	\$5.51
2022/23	8%	\$11.91	\$5.95	\$7.27	\$6.04	\$5.95
2023/24	8%	\$12.86	\$6.43	\$7.85	\$6.52	\$6.43
2024/25	8%	\$13.89	\$6.94	\$8.48	\$7.04	\$6.94
2025/26	8%	\$15.00	\$7.50	\$9.16	\$7.60	\$7.50
2026/27	1%	\$15.15	\$7.57	\$9.25	\$7.68	\$7.57
2027/28	1%	\$15.30	\$7.66	\$9.34	\$7.76	\$7.66
2028/29	1%	\$15.45	\$7.74	\$9.43	\$7.84	\$7.74
2029/30	1%	\$15.60	\$7.82	\$9.52	\$7.92	\$7.82
2030/31	1%	\$15.76	\$7.90	\$9.62	\$8.00	\$7.90
2031/32	1%	\$15.92	\$7.98	\$9.72	\$8.08	\$7.98
2032/33	1%	\$16.08	\$8.06	\$9.82	\$8.16	\$8.06
2033/34	1%	\$16.24	\$8.14	\$9.92	\$8.24	\$8.14
2034/35	1%	\$16.40	\$8.22	\$10.02	\$8.32	\$8.22
2035/36	1%	\$16.56	\$8.30	\$10.12	\$8.40	\$8.30
2036/37	1%	\$16.73	\$8.38	\$10.22	\$8.48	\$8.38
2037/38	1%	\$16.90	\$8.46	\$10.32	\$8.56	\$8.46
2038/39	1%	\$17.07	\$8.54	\$10.42	\$8.65	\$8.54
2039/40	1%	\$17.24	\$8.63	\$10.52	\$8.74	\$8.63
2040/41	1%	\$17.41	\$8.72	\$10.63	\$8.83	\$8.72
2041/42	1%	\$17.58	\$8.81	\$10.74	\$8.92	\$8.81
2042/43	1%	\$17.76	\$8.90	\$10.85	\$9.01	\$8.90
2043/44	1%	\$17.94	\$8.99	\$10.96	\$9.10	\$8.99
2044/45	1%	\$18.12	\$9.08	\$11.07	\$9.19	\$9.08
2045/46	1%	\$18.30	\$9.17	\$11.18	\$9.28	\$9.17
2046/47	1%	\$18.48	\$9.26	\$11.29	\$9.37	\$9.26

Residential Rate Structure - CGL (100 Gallons)

Fiscal Year	Rate Increase	Base	1-22 Units	23-119 Units	120-246 Units	247 and Beyond Units
2013/14	8%					
2014/15	8%					
2015/16	8%					
2016/17	8%	\$7.50	0.5114	0.6125	0.5100	0.4980
2017/18	8%	\$8.10	0.5523	0.6621	0.5502	0.5379
2018/19	8%	\$8.75	0.5959	0.7157	0.5943	0.5804
2019/20	8%	\$9.45	0.6436	0.7733	0.6425	0.6269
2020/21	8%	\$10.21	0.6955	0.8349	0.6934	0.6773
2021/22	8%	\$11.03	0.7514	0.9020	0.7483	0.7318
2022/23	8%	\$11.91	0.8114	0.9743	0.8085	0.7902
2023/24	8%	\$12.86	0.8768	1.0521	0.8728	0.8540
2024/25	8%	\$13.89	0.9464	1.1365	0.9424	0.9217
2025/26	8%	\$15.00	1.0227	1.2276	1.0173	0.9961
2026/27	1%	\$15.15	1.0336	1.2397	1.0280	1.0067
2027/28	1%	\$15.30	1.0445	1.2518	1.0387	1.0173
2028/29	1%	\$15.45	1.0555	1.2638	1.0494	1.0280
2029/30	1%	\$15.60	1.0664	1.2759	1.0602	1.0386
2030/31	1%	\$15.76	1.0773	1.2893	1.0709	1.0492
2031/32	1%	\$15.92	1.0882	1.3027	1.0816	1.0598
2032/33	1%	\$16.08	1.0991	1.3161	1.0923	1.0705
2033/34	1%	\$16.24	1.1100	1.3295	1.1030	1.0811
2034/35	1%	\$16.40	1.1209	1.3429	1.1137	1.0917
2035/36	1%	\$16.56	1.1318	1.3563	1.1244	1.1023
2036/37	1%	\$16.73	1.1427	1.3697	1.1351	1.1130
2037/38	1%	\$16.90	1.1536	1.3831	1.1458	1.1236
2038/39	1%	\$17.07	1.1645	1.3965	1.1579	1.1342
2039/40	1%	\$17.24	1.1768	1.4099	1.1699	1.1462
2040/41	1%	\$17.41	1.1891	1.4246	1.1820	1.1581
2041/42	1%	\$17.58	1.2014	1.4394	1.1940	1.1701
2042/43	1%	\$17.76	1.2136	1.4541	1.2061	1.1820
2043/44	1%	\$17.94	1.2259	1.4689	1.2181	1.1940
2044/45	1%	\$18.12	1.2382	1.4836	1.2302	1.2059
2045/46	1%	\$18.30	1.2505	1.4984	1.2422	1.2179
2046/47	1%	\$18.48	1.2627	1.5131	1.2543	1.2298

Commercial Rate Structure - CCF (100 Cubic Feet)

Fiscal Year	Rate Increase	Base	1-19 Units	20-99 Units	100-499 Units	500 and Beyond Units
2013/14	8%	\$9.24	\$3.18	\$3.05	\$2.97	\$2.84
2014/15	8%	\$9.98	\$3.43	\$3.29	\$3.21	\$3.07
2015/16	8%	\$10.78	\$3.71	\$3.56	\$3.46	\$3.31
2016/17	8%	\$11.64	\$4.01	\$3.84	\$3.74	\$3.58
2017/18	8%	\$12.57	\$4.33	\$4.15	\$4.04	\$3.86
2018/19	8%	\$13.58	\$4.67	\$4.48	\$4.36	\$4.17
2019/20	8%	\$14.66	\$5.05	\$4.84	\$4.71	\$4.51
2020/21	8%	\$15.84	\$5.45	\$5.23	\$5.09	\$4.87
2021/22	8%	\$17.10	\$5.89	\$5.65	\$5.50	\$5.26
2022/23	8%	\$18.47	\$6.36	\$6.10	\$5.94	\$5.68
2023/24	8%	\$19.95	\$6.87	\$6.58	\$6.41	\$6.13
2024/25	8%	\$21.54	\$7.41	\$7.11	\$6.92	\$6.62
2025/26	8%	\$23.27	\$8.01	\$7.68	\$7.48	\$7.15
2026/27	1%	\$23.50	\$8.09	\$7.76	\$7.55	\$7.22
2027/28	1%	\$23.74	\$8.17	\$7.83	\$7.63	\$7.30
2028/29	1%	\$23.97	\$8.25	\$7.91	\$7.71	\$7.37
2029/30	1%	\$24.21	\$8.33	\$7.99	\$7.78	\$7.44
2030/31	1%	\$24.45	\$8.42	\$8.07	\$7.86	\$7.52
2031/32	1%	\$24.70	\$8.50	\$8.15	\$7.94	\$7.59
2032/33	1%	\$24.95	\$8.59	\$8.23	\$8.02	\$7.67
2033/34	1%	\$25.20	\$8.67	\$8.32	\$8.10	\$7.74
2034/35	1%	\$25.45	\$8.76	\$8.40	\$8.18	\$7.82
2035/36	1%	\$25.70	\$8.85	\$8.48	\$8.26	\$7.90
2036/37	1%	\$25.96	\$8.93	\$8.57	\$8.34	\$7.98
2037/38	1%	\$26.22	\$9.02	\$8.65	\$8.43	\$8.06
2038/39	1%	\$26.48	\$9.11	\$8.74	\$8.51	\$8.14
2039/40	1%	\$26.75	\$9.20	\$8.83	\$8.60	\$8.22
2040/41	1%	\$27.01	\$9.30	\$8.92	\$8.68	\$8.30
2041/42	1%	\$27.28	\$9.39	\$9.01	\$8.77	\$8.39
2042/43	1%	\$27.56	\$9.48	\$9.10	\$8.86	\$8.47
2043/44	1%	\$27.83	\$9.58	\$9.19	\$8.95	\$8.55
2044/45	1%	\$28.11	\$9.67	\$9.28	\$9.04	\$8.64
2045/46	1%	\$28.39	\$9.77	\$9.37	\$9.13	\$8.73
2046/47	1%	\$28.68	\$9.87	\$9.47	\$9.22	\$8.81

Commercial Rate Structure - CGL (100 Gallons)

Fiscal Year	Rate Increase	Base	1-142 Units	143-740 Units	741-3739 Units	3740 and Beyond Units
2013/14	8%					
2014/15	8%					
2015/16	8%					
2016/17	8%	\$11.64	0.5365	0.5137	0.5000	0.4784
2017/18	8%	\$12.57	0.5794	0.5552	0.5401	0.5159
2018/19	8%	\$13.58	0.6249	0.5993	0.5829	0.5573
2019/20	8%	\$14.66	0.6757	0.6475	0.6297	0.6027
2020/21	8%	\$15.84	0.7292	0.6997	0.6805	0.6508
2021/22	8%	\$17.10	0.7881	0.7559	0.7353	0.7030
2022/23	8%	\$18.47	0.8510	0.8161	0.7941	0.7591
2023/24	8%	\$19.95	0.9192	0.8803	0.8570	0.8192
2024/25	8%	\$21.54	0.9915	0.9512	0.9251	0.8847
2025/26	8%	\$23.27	1.0718	1.0274	1.0000	0.9556
2026/27	1%	\$23.50	1.0825	1.0381	1.0094	0.9649
2027/28	1%	\$23.74	1.0932	1.0475	1.0201	0.9756
2028/29	1%	\$23.97	1.1039	1.0582	1.0307	0.9850
2029/30	1%	\$24.21	1.1146	1.0689	1.0401	0.9943
2030/31	1%	\$24.45	1.1266	1.0796	1.0508	1.0050
2031/32	1%	\$24.70	1.1373	1.0903	1.0615	1.0144
2032/33	1%	\$24.95	1.1494	1.1010	1.0722	1.0250
2033/34	1%	\$25.20	1.1601	1.1130	1.0829	1.0344
2034/35	1%	\$25.45	1.1721	1.1237	1.0936	1.0451
2035/36	1%	\$25.70	1.1842	1.1344	1.1043	1.0558
2036/37	1%	\$25.96	1.1949	1.1465	1.1150	1.0665
2037/38	1%	\$26.22	1.2069	1.1572	1.1270	1.0772
2038/39	1%	\$26.48	1.2189	1.1692	1.1377	1.0879
2039/40	1%	\$26.75	1.2310	1.1813	1.1497	1.0986
2040/41	1%	\$27.01	1.2444	1.1933	1.1604	1.1092
2041/42	1%	\$27.28	1.2564	1.2054	1.1725	1.1213
2042/43	1%	\$27.56	1.2685	1.2174	1.1845	1.1320
2043/44	1%	\$27.83	1.2818	1.2294	1.1965	1.1427
2044/45	1%	\$28.11	1.2939	1.2415	1.2086	1.1547
2045/46	1%	\$28.39	1.3073	1.2535	1.2206	1.1667
2046/47	1%	\$28.68	1.3206	1.2669	1.2326	1.1774

Section 2. That Section 38-3-3 is hereby amended by repealing said Section 38-3-3 in its entirety, and substituting in lieu thereof the following:

38-3-3 METER DEDUCTION. Users who, at their own expense, install a meter which measures water not entering the sanitary sewer system shall be eligible for deduction of that water use throughout the year.

(A) Any such meter shall be of approved design, shall be registered with the City Treasurer prior to use, and shall be used only by the user to whom it is registered and at the service location to which it is assigned. **(Ord. No. 4945; 04-06-92)**

(B) Thereafter, the user shall bring said meter to the City Treasurer's office in October of each year where it may be read and those readings utilized to determine any meter usage since the previous reading. **(Ord. No. 4945; 04-06-92)**

(C) The City Treasurer shall then credit the user's sewer account by subtracting the previous reading from the current reading as taken from the meter and multiplying the difference by the sewer charge and then deducting **one hundred percent (100%)** of that product from the next quarterly billing. **(Ord. No. 4945; 04-06-92)**

(D) The City Treasurer shall have authority over the installation of the meters used for deduction and from time to time may test the accuracy of said meters. Any necessary repairs to such meters shall be at users expense. **(Ord. No. 4945; 04-06-92)**

(E) No deductions shall be granted for users of the sewer system who are delinquent in their payments to the City for such service. **(Ord. No. 4996; 09-21-92)**

(F) The Treasurer and/or his designee may make adjustments downward in readings of water usage for sewer billing when there is evidence of a water leak; extensive watering of grass, flowers, shrubs and/or trees; and filling and maintaining a swimming pool. The City's "history" of water usage may be used to substantiate adjustments. "Extensive" is defined as three (3) or more units of CCF usage or twenty two (22) units of CGL usage beyond what the "history" shows to be the norm, and a "CCF unit" is 748 gallons and a "CGL unit" is 100 gallons. Further, three (3) units of CCF usage or twenty two (22) units of CGL usage beyond a customer's typical usage during only one billing cycle will qualify for an adjustment. When there is sufficient history, adjustments shall be made by averaging the water usage for a minimum of three months before the abnormal usage, and then using that average for figuring the monthly bill(s). When there is insufficient history, the norm for billing may be established by using either the water consumption of the months immediately following the period for a requested adjustment or the Environmental Protection Agency's rule of

thumb that each individual in a household will use 2992 gallons of water a month, i.e., four (4) units CCF or thirty (30) units CGL.

Adjustments due to water leaks will be made when proof that a leak has been repaired is received.

The period of time for "extensive" watering of grass, flowers, shrubs and trees and the filling and maintaining of swimming pools is defined as from May through September, and although requests for adjustments may be made at any time, only one adjustment per year will be made - - usually in October.

Individuals who currently have Deduction Meters are encouraged to continue to use them. This especially applies to those who have sprinkler systems.

Decisions made by Sewer Collection Department personnel may be appealed to the City Treasurer. The City Treasurer's decisions are NOT subject to appeal. **(Ord. No. 7633; 10-15-2012)**

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, in pamphlet form, all as provided by law.

PASSED by the City Council of the City of Belleville, Illinois, on this ____ day of July, 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 July, 2016.

MAYOR

ATTEST:

CITY CLERK

City of Belleville

Sewer Rates

Conversion from

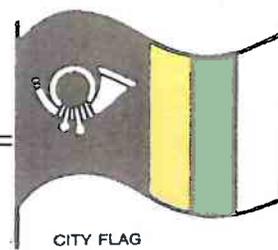
CCF to CGL usage billing

Letter of Explanation

CITY OF BELLEVILLE, ILLINOIS

DEAN HARDT, CITY TREASURER

**101 SOUTH ILLINOIS ST.
BELLEVILLE, ILLINOIS 62220-2199
(618) 355-8614**



CITY FLAG
DESIGNED BY
FREDRICK L. LANGE
JULY 6th 1964



29 Jun 2016

RE: Sewer Billing Rates

Aldermen and Alderwoman:

Since May 2016, Illinois American Water (IAW) began replacing water usage meters to homes and businesses in the Metro East area that includes the City of Belleville. The original meters that are being replaced reported usage in CCF (100 cubic feet). This unit of measure represents 748 gallons. The current sewer rate ordinance calculates bills using the CCF unit of measure. The new meters being installed report usage in CGL (100 gallons). This unit of measure represents 100 gallons. I have communicated with other sewer authorities regarding the affect of this change on their billing process and most have chosen to convert the newly reported CGL usage to CCF using a rate factor of .1336 per gallon. I have performed billing and cost analysis of this solution and determined this is not in the best interests to the City or its account holders for three reasons.

The first is the confusion that will occur to account holders whose meter has been replaced with the new CGL meter reporting meter readings in CGL but billed at the CCF rates. Please see below an example comparison between example usage lines.

Comparison between using conversion factor on billed usage to billing actual usage

CGL usage billed at CCF rate

Previous Reading	Present Reading	Usage
40	100	8

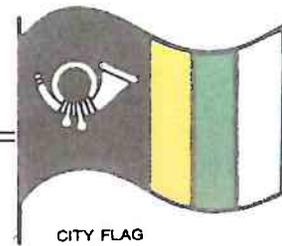
CGL usage billed at proposed CGL rate

Previous Reading	Present Reading	Usage
40	100	60

Due to the difference between the previous reading to the current reading not matching the billed usage and the IAW water bill, increase in call volume will occur to the Sewer Billing and Collection Department requesting to have the billing conversion formula explained to them.

The second is the fact that the City would experience a loss of revenue due to the inability to bill for

CITY OF BELLEVILLE, ILLINOIS



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DESIGNED BY
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JULY 6th 1964



DEAN HARDT, CITY TREASURER

101 SOUTH ILLINOIS ST.
BELLEVILLE, ILLINOIS 62220-2199
(618) 355-8614

usage that exceeds a 100 gallons unit of measure. I have attached below a sample billing account that shows the lost usage if we were to bill CCF using the conversion factor from the CGL reported usage.

Sample Billing Account

CGL Meter Readings	Reported CGL Usage in spreadsheet	Converted usage using conversion factor of .1336	Billed Usage Rounded down to nearest whole number	Unbilled Usage
0	40	40	5	0.344
40	75	35	4	0.676
75	115	40	5	0.344
115	160	45	6	0.012
160	195	35	4	0.676
195	240	45	6	0.012
Total Lost Usage for 6 month period				2.064

Based on this example a loss of revenue will occur due to unbilled usage. This will not be dramatic for some accounts but could be significant for others and it will fluctuate based on their usage on a monthly basis. Of course, we cannot over bill our residents by rounding reported usage up to the next unit.

Therefore it is my recommendation that we convert the accounts that experience the replacement of their meter to CGL billing. This will ensure minimal if not eliminate the loss of revenue that would be caused by using the rate factor conversion being used by other sewer utilities. This will also ensure that residents will continue to be able to compare their reported usage on their sewer bill to their water bill.

This is important as it allows residents to determine if there has been a billing error and also ensures accurate billing.

The third reason is the issue that will occur when an account holder is requesting an adjustment to their account for watering, leak or pool filling. The calculation of the adjustment will be difficult to explain to the account holder due to the education that will be necessary regarding the conversion from CGL usage to CCF usage for calculation purposes.

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The purpose of amending the current sewer rate ordinance is to formalize the rates that will be used to bill Belleville residents that have been converted to the CGL meters for years specified in the current ordinance.

I have included in this report spreadsheets that substantiate the proposed rates stated in the rate tables keep the current charges for services in place when the new rate increase structure was passed in Dec 2013 with Ordinance 7732.

I have also included a spreadsheet that can be used to ensure that the annual increases to the rates is consistent to both units of measure.

IAW has advised that the process of converting the meters from CCF to CGL will take approximately 12 years. Due to the projected length of time and the number of change outs that will occur on a monthly basis I feel it is best to convert these accounts as it occurs rather than waiting for a number of CGL accounts to exceed the CCF accounts and attempting to convert them all at once. This will also ensure that residents are not confused by their billed usage not matching their IAW water bill.

I have already begun discussions with LOCiS to make the necessary changes to our billing software and have determined the best course of action in getting this resolved quickly. However, due to the current ordinance that is in place I am unable to bill for sewer usage using the CGL unit of measure.

I respectfully request approval of the attached ordinance amendment to include the ability to bill CGL when an account is converted by IAW.

Respectfully,

A handwritten signature in blue ink, appearing to read 'Dean Hardt', written over a circular stamp.

Dean Hardt
Treasurer
City of Belleville

Cc: Mayor Mark Eckert
City Clerk Dallas B Cook
Garrett Hoerner, City Attorney
Jamie Maitret, Finance Director

Illinois American Water

Meter Conversion Letter



Beth Beard
100 North Water Works Drive
Belleville, IL 62223
618-239-3259

June 30, 2016

Dear Dean Hardt,

American Water has made a decision to convert its water meters to 100-gallon meters. At Illinois-American Water, we began installing 100-gallon meters in May 2016. You may or may not have already seen this isolated change on the usage data report in the column titled, "Current Reading UOM."

We sincerely apologize for any inconvenience this change to gallon meters may have caused you. When we changed our software to SAP and changed our billing from CCF to CGL, we have been providing the billed usage in CGL and believed the change to gallon meters would not impact the sewer authorities. We were not aware some municipalities continued to calculate usage from the meter readings we also provide.

We will not be replacing all meters simultaneously. Meter change outs will be made gradually, when replacement is necessary or naturally scheduled.

We recognize this change likely will require programming changes and discussions with your billing vendor.

This will be a gradual transition. We wanted to bring it to your attention as you begin to see CGL in the column where you normally see CCF if your meters are read currently in cubic feet.

Additionally, we are making the following enhancement:

In order to improve the information we provide to you for calculating wastewater bills, we are adding an additional record type to the existing file layout. The new record type will capture usage associated with miscellaneous credit or debit adjustments.

The change will add only a new record type. It will not change the file layout structure or the method of file retrieval. Our practices have shifted based on customer feedback. We are using more miscellaneous adjustments in our billing processes.

The miscellaneous credit and debit entries were designed to be used in limited quantities and primarily for correction of legacy system billing after we migrated to our new CIS system. However, using only cancel and rebill for billing corrections does not provide for a good customer experience when the corrective process involves several billing periods, such as in the case of a stopped meter back bill.

If you would like to schedule a meeting to discuss in more detail, please contact me at 618-239-3259.

Sincerely,

Beth Beard
Network Operations Supervisor

Illinois American Water
Meter Conversion Letter

Sample Usage

Data Report

Divisible by 748 to equal 2CCF

Not Divisible by 748

Re: Current Re.	Usage from	Current Bill No.	of Bill	[NEGVAL	Usage Bille	Billing UON	Reason Cor	Current Re.	Meter Num
18	18	20160603	30 +		18 CGL	A	CGL	63567463	
5	5	20160603	30 +		5 CGL	A	CGL	63567361	
1	1	20160603	24 +		1 CGL	A	CGL	63567496	
7	7	20160603	30 +		7 CGL	A	CGL	63567464	
7	7	20160603	30 +		7 CGL	A	CGL	63567362	
20	20	20160603	30 +		20 CGL	A	CGL	63567385	
19	19	20160603	30 +		19 CGL	A	CGL	63567458	
2	2	20160603	27 +		14.96 CGL	E	CCF	69588551	
5	0	20160603	3 +		0 CGL	A	CCF	15246407	
3241	61	20160603	30 +		456.28 CGL	A	CCF	060539370	
2750	58	20160603	30 +		433.84 CGL	A	CCF	060764039	
1654	17	20160603	30 +		127.16 CGL	A	CCF	089806083	
1202	16	20160603	30 +		119.68 CGL	A	CCF	085964324	
0	0	20160603	30 +		0 CGL	A	CCF	69588625	
114	2	20160603	30 +		14.96 CGL	A	CCF	013256272	
167	4	20160603	30 +		29.92 CGL	A	CCF	013256841	
166	1	20160603	30 +		7.48 CGL	A	CCF	089454905	
759	6	20160603	30 +		44.88 CGL	A	CCF	086307214	
5662	62	20160603	30 +		463.76 CGL	A	CCF	086307187	
53	0	20160603	30 +		0 CGL	A	CCF	013256319	
603	0	20160603	30 +		0 CGL	A	CCF	083357615	
68	4	20160603	30 +		29.92 CGL	A	CCF	14394681	
553	0	20160603	30 +		0 CGL	A	CCF	083357614	
354	7	20160603	30 +		52.36 CGL	A	CCF	086535870	
247	11	20160603	30 +		82.28 CGL	A	CCF	13579592	
41	1	20160603	30 +		7.48 CGL	A	CCF	013256263	
78	5	20160603	30 +		37.4 CGL	A	CCF	14579416	
57	1	20160603	30 +		7.48 CGL	A	CCF	13500070	
145	4	20160603	30 +		29.92 CGL	A	CCF	013256306	
122	6	20160603	30 +		44.88 CGL	A	CCF	013256303	
297	8	20160603	30 +		59.84 CGL	A	CCF	13413015	
788	8	20160603	30 +		59.84 CGL	A	CCF	084412770	
169	6	20160603	30 +		44.88 CGL	A	CCF	13413012	
37	1	20160603	30 +		7.48 CGL	A	CCF	013256260	
53	1	20160603	30 +		7.48 CGL	A	CCF	013256733	
147	3	20160603	30 +		22.44 CGL	A	CCF	089821886	
95	1	20160603	30 +		7.48 CGL	A	CCF	089805455	
-27	3	20160603	30 +		22.44 CGL	A	CCF	14450054	
18	1	20160603	30 +		7.48 CGL	A	CCF	14450055	
234	5	20160603	30 +		37.4 CGL	A	CCF	013256265	
137	1	20160603	30 +		7.48 CGL	A	CCF	013256305	
1	1	20160603	30 +		7.48 CGL	A	CCF	15246853	
41	1	20160603	30 +		7.48 CGL	A	CCF	013256264	
2175	48	20160603	30 +		359.04 CGL	A	CCF	060764209	
2457	78	20160603	30 +		583.44 CGL	A	CCF	060539326	
1639	64	20160603	30 +		478.72 CGL	A	CCF	060514237	
221	4	20160603	30 +		29.92 CGL	A	CCF	060539316	
33	1	20160603	30 +		7.48 CGL	A	CCF	092367154	

Sample User Account



Premise Usage Transaction Report
 ILBELVILLE - Belleville
 Transactions Dated: 07/01/2015 to 07/01/2016

Premise: 9090119726 Status: Tapped Service Active Contract Service:
 Municipality: Belleville
 Meter Read Route: IUB19945 Route Read Dates -- Previous: 06/27/2016 Current: 07/28/2016 Next: 08/26/2016 Last Bill: 06/27/2016

 Account: 210003512026 Name: Status: Active
 Account Connect Date: 04/23/2013 Mailing: Customer: 1100271234
 Account Discontinued Date:
 Account Class: Residential
 Cut In Landlord: N

Transaction Type	Transaction Date	Transaction Number	Billed Usage	Unit of Measure	Days Billed
Reg Bill Actual Read	07/29/2015	672501353976	59.84	CGL	33
Reg Bill Actual Read	08/28/2015	633751361372	44.88	CGL	30
Reg Bill Estimated Read	10/01/2015	626251476255	52.36	CGL	32
Reg Bill Actual Read	10/28/2015	665001606503	52.36	CGL	29
Reg Bill Actual Read	11/30/2015	660002037691	52.36	CGL	29
Reg Bill Actual Read	12/31/2015	618751783205	52.36	CGL	35
Reg Bill Actual Read	01/28/2016	615002152856	52.36	CGL	28
Reg Bill Actual Read	02/26/2016	660002240767	52.36	CGL	29
Reg Bill Actual Read	03/29/2016	651252367550	14.96	CGL	32
Reg Bill Actual Read	04/28/2016	610002456453	52.36	CGL	30
Reg Bill Actual Read	05/27/2016	653752492363	39.00	CGL	29
Reg Bill Actual Read	05/27/2016	653752492363	37.40	CGL	29
Reg Bill Actual Read	06/28/2016	655002562234	52.00	CGL	32

Readings

Meter Number	Current Read Date	Current Reading	Previous Read Date	Previous Reading	Current Reading Type	Metered Usage	Unit of Measure
081852285T	07/28/2015	440.0	06/25/2015	432.0	Actual	8.00	CCF
081852285T	08/27/2015	446.0	07/28/2015	440.0	Actual	6.00	CCF
081852285T	09/28/2015	453.0	08/27/2015	446.0	Estimate	7.00	CCF
081852285T	10/27/2015	460.0	09/28/2015	453.0	Actual	7.00	CCF
081852285T	11/25/2015	467.0	10/27/2015	460.0	Actual	7.00	CCF
081852285T	12/30/2015	474.0	11/25/2015	467.0	Actual	7.00	CCF
081852285T	01/27/2016	481.0	12/30/2015	474.0	Actual	7.00	CCF
081852285T	02/25/2016	488.0	01/27/2016	481.0	Actual	7.00	CCF
081852285T	03/28/2016	490.0	02/25/2016	488.0	Actual	2.00	CCF
081852285T	04/27/2016	497.0	03/28/2016	490.0	Actual	7.00	CCF
081852285T	05/02/2016	502.0	04/27/2016	497.0	Actual	5.00	CCF
00000000063567803	05/26/2016	39.0	05/03/2016		Actual	39.00	CGL
00000000063567803	06/27/2016	91.0	05/26/2016	39.0	Actual	52.00	CGL

Units of Measure Reference	
CGL - 100 Gallons	CCF - 100 Cubic Feet
DFT - 10 Cubic Feet	DCG - 1000 Gallons
1 CF - Cubic Foot	1 GL - US Gallon
MG AW - Millions of Gallons	1000 CF - 1000 Cubic Feet
TG AW - Thousand Gallons	10 KGL - 10 Thousand Gallons
10 GL - 10 Gallons	

DATE: 07/01/16

PAGE: 1

DATE	TR CODE	DESCRIPTION	AMOUNT	OLD READING	NEW READING	CONSUM UNITS	SERVICE FROM/TO DATES	EST	BALANCE BEFORE	BALANCE AFTER
0946076000										
12/18/15	CP	Payment(Mail)	52.87	CHECK #: 2902					52.87	.00
01/04/16	BI	LINE INS LINE	.60				11/18/15 12/17/15			
01/04/16	BI	TRASH TRAS	18.00				11/18/15 12/17/15			
01/04/16	BI	SEWER SEWE	34.27	467	474	7	11/18/15 12/17/15			
01/04/16	BI	TOTAL	52.87						.00	52.87
01/13/16	CP	Payment(Mail)	52.87	CHECK #: 2908					52.87	.00
02/01/16	BI	LINE INS LINE	.60				12/18/15 01/17/16			
02/01/16	BI	TRASH TRAS	18.00				12/18/15 01/17/16			
02/01/16	BI	SEWER SEWE	34.27	474	481	7	12/18/15 01/17/16			
02/01/16	BI	TOTAL	52.87						.00	52.87
02/16/16	CP	Payment(Mail)	52.87	CHECK #: 2911					52.87	.00
02/29/16	BI	LINE INS LINE	.60				01/18/16 02/16/16			
02/29/16	BI	TRASH TRAS	18.00				01/18/16 02/16/16			
02/29/16	BI	SEWER SEWE	34.27	481	488	7	01/18/16 02/16/16			
02/29/16	BI	TOTAL	52.87						.00	52.87
03/10/16	CP	Payment(Mail)	52.87	CHECK #: 2917					52.87	.00
03/30/16	BI	LINE INS LINE	.60				02/17/16 03/15/16			
03/30/16	BI	TRASH TRAS	18.00				02/17/16 03/15/16			
03/30/16	BI	SEWER SEWE	13.88	488	490	2	02/17/16 03/15/16			
03/30/16	BI	TOTAL	32.48						.00	32.48
04/12/16	CP	Payment(Mail)	32.48	CHECK #: 2923					32.48	.00
04/29/16	BI	LINE INS LINE	.60				03/16/16 04/14/16			
04/29/16	BI	TRASH TRAS	18.00				03/16/16 04/14/16			
04/29/16	BI	SEWER SEWE	34.27	490	497	7	03/16/16 04/14/16			
04/29/16	BI	TOTAL	52.87						.00	52.87
05/11/16	CP	Payment(Mail)	52.87	CHECK #: 2928					52.87	.00
05/31/16	BI	LINE INS LINE	.60				04/15/16 05/13/16			
05/31/16	BI	TRASH TRAS	18.00				04/15/16 05/13/16			
05/31/16	BI	SEWER SEWE	165.43		39	39	04/15/16 05/13/16			
05/31/16	BI	TOTAL	184.03						.00	184.03
06/06/16	UA	BILLING ADJ	18.75	635					184.03	202.78
06/07/16	UA	BILLING ADJ	137.54-	642					202.78	65.24
06/17/16	CP	Payment(Mail)	65.24	CHECK #: 2935					65.24	.00
06/29/16	BI	LINE INS LINE	.60				05/14/16 06/13/16			
06/29/16	BI	TRASH TRAS	18.00				05/14/16 06/13/16			
06/29/16	BI	SEWER SEWE	214.18	39	91	52	05/14/16 06/13/16			
06/29/16	BI	TOTAL	232.78						.00	232.78

** END OF HISTORY **

CURRENT BALANCE IS: 232.78

U/B Account Rates T00 Term Date: 07/01/16 Date: 07/01/16

Options Help

Account Information

Bal: 232.78
0946076000

Return

Rate Detail

Service Type: Rate Code:

Location:

Location 2:

Comment:

Bill Factor: History: Inactive?

Active Account

Meter Detail

Meter Number: Type:

Double Click a Date to Change it.

Add/Save
Delete
Print Rate Summary

Face 1 Size: Combine Factor: Old Reading: New Reading: Usage: Estimated?: No
Face 2 Size: Combine Factor: Old Reading: New Reading: Usage: Estimated?: No
+ = 0 Meter Replacement? (Combined Meters Only)

Service	Rate	Size	Combine Factor	Old read	New read	Usage	Est	Comment
B	DAY		.0000	0	0	0		
R	R1		.0000	0	0	0		
S	OL0	09	.1336	91	0	33599987	N	

Rate Conversion Spreadsheet

Residential Rate Comparison

	1-3 Units	4-16 Units	17-33 Units	34 and up (test to 17 Units)	Total Charges
CCF Unit Range					
Total Units per Range	3	13	17	17	
Current Rate	4.37	5.34	4.44	4.37	
Cost per range	13.11	69.42	75.48	74.29	232.30
GGL Unit Range - Proposed	1-22 Units	23-119 Units	120-246 units	247 and up (test to 128)	
Total Units per Range	22	97	127	128	
Proposed CGL Rate	0.5959	0.7157	0.5943	0.5804	
Cost per range	13.11	69.42	75.48	74.29	232.30

Commercial Rate Comparison

	1-19 Units	20-99 Units	100-499	500 and up (test to 201 Units)	Total Charges
CCF Unit Range					
Total Units per Range	19	80	400	201	
Current Rate	9.87	9.47	9.22	8.81	
Cost per range	187.53	757.60	3688.00	1770.81	6403.94
GGL Unit Range - Proposed	1-142 Units	143-740 Units	741-3732 units	3733 and up (test to 1504 Units)	
Total Units per Range	142	598	2992	1504	
Proposed CGL Rate	1.3206	1.2669	1.2326	1.1774	
Cost per range	187.53	757.60	3688.00	1770.81	6403.94

Residential Usage

Rate Conversion Spreadsheet

Residential

Current Unit of Measure - CCF - 748 Gallons per unit	New Unit of Measure - CGL - 100 Gallons per unit	Current Rate per Unit of Measure - CCF	Current Total Charges per Range	CCF - CGL Matched Usage CCF Total Charge	Proposed Rate per Unit of Measure - CGL	Comparable Charge per CCF Unit	Comparable Total Charge per range	CCF - CGL Matched Usage CGL Total Charge
1	1	100			0.5114			
	2	200			0.5114			
	3	300			0.5114			
	4	400			0.5114			
	5	500			0.5114			
	6	600			0.5114			
	7	700			0.5114		3.58	
	748		3.75					
2	8	800			0.5114			
	9	900			0.5114			
	10	1000			0.5114			
	11	1100			0.5114			
	12	1200			0.5114			
	13	1300			0.5114			
	14	1400			0.5114		3.58	
	1496		3.75					
3	15	1500			0.5114			
	16	1600			0.5114			
	17	1700			0.5114			
	18	1800			0.5114			
	19	1900			0.5114			
	20	2000			0.5114			
	21	2100			0.5114			
22	2200			0.5114		4.09		
	2244		3.75	11.25			11.25	
4	23	2300			0.6125			
	24	2400			0.6125			
	25	2500			0.6125			
	26	2600			0.6125			
	27	2700			0.6125			
	28	2800			0.6125			
	29	2900			0.6125		4.29	
	2992		4.57					
5	30	3000			0.6125			
	31	3100			0.6125			
	32	3200			0.6125			
	33	3300			0.6125			
	34	3400			0.6125			
	35	3500			0.6125			

Residential

Current Unit of Measure - CCF - 748 Gallons per unit	New Unit of Measure - CGL - 100 Gallons per unit	Gallons of Usage	Current Rate per Unit of Measure - CCF	Total Charges per Range	CCF - CGL Matched Usage CCF Total Charge	Proposed Rate per Unit of Measure - CGL	Comparable Charge per CCF Unit	Comparable Total Charge per range	CCF - CGL Matched Usage CGL Total Charge
	36	3600				0.6125			
	37	3700				0.6125	4.90		
		3740	4.57						
6	38	3800				0.6125			
	39	3900				0.6125			
	40	4000				0.6125			
	41	4100				0.6125			
	42	4200				0.6125			
	43	4300				0.6125			
	44	4400				0.6125	4.29		
		4488	4.57						
7	45	4500				0.6125			
	46	4600				0.6125			
	47	4700				0.6125			
	48	4800				0.6125			
	49	4900				0.6125			
	50	5000				0.6125			
	51	5100				0.6125			
52	5200				0.6125	4.90			
		5236	4.57						
8	53	5300				0.6125			
	54	5400				0.6125			
	55	5500				0.6125			
	56	5600				0.6125			
	57	5700				0.6125			
	58	5800				0.6125			
	59	5900				0.6125	4.29		
		5984	4.57						
9	60	6000				0.6125			
	61	6100				0.6125			
	62	6200				0.6125			
	63	6300				0.6125			
	64	6400				0.6125			
	65	6500				0.6125			
	66	6600				0.6125			
67	6700				0.6125	4.90			
		6732	4.57						
	68	6800				0.6125			
	69	6900				0.6125			
	70	7000				0.6125			

Residential

Current Unit of Measure - CCF - 748 Gallons per unit	New Unit of Measure - CGL - 100 Gallons per unit	Current Rate per Unit of Measure - CCF	Current Total Charges per Range	CCF - CGL Matched Usage CCF Total Charge	Proposed Rate per Unit of Measure - CGL	Comparable Charge per CCF Unit	Comparable Total Charge per range	CCF - CGL Matched Usage CGL Total Charge
10	71	7100			0.6125			
	72	7200			0.6125			
	73	7300			0.6125			
	74	7400			0.6125	4.29		
	7480	4.57						
11	75	7500			0.6125			
	76	7600			0.6125			
	77	7700			0.6125			
	78	7800			0.6125			
	79	7900			0.6125			
	80	8000			0.6125			
	81	8100			0.6125			
	82	8200			0.6125	4.90		
	8228	4.57						
12	83	8300			0.6125			
	84	8400			0.6125			
	85	8500			0.6125			
	86	8600			0.6125			
	87	8700			0.6125			
	88	8800			0.6125			
	89	8900			0.6125	4.29		
		8976	4.57					
13	90	9000			0.6125			
	91	9100			0.6125			
	92	9200			0.6125			
	93	9300			0.6125			
	94	9400			0.6125			
	95	9500			0.6125			
	96	9600			0.6125			
	97	9700			0.6125	4.90		
	9724	4.57						
14	98	9800			0.6125			
	99	9900			0.6125			
	100	10000			0.6125			
	101	10100			0.6125			
	102	10200			0.6125			
	103	10300			0.6125			
	104	10400			0.6125	4.29		
		10472	4.57					
	105	10500			0.6125			

Residential

Current Unit of Measure - CCF - 748 Gallons per unit	New Unit of Measure - CGL - 100 Gallons per unit	Gallons of Usage	Current Rate per Unit of Measure - CCF	Total Charges per Range	CCF - CGL Matched Usage CCF Total Charge	Proposed Rate per Unit of Measure - CGL	Comparable Charge per CCF Unit	Comparable Total Charge per range	CCF - CGL Matched Usage CGL Total Charge
15	106	10600				0.6125			
	107	10700				0.6125			
	108	10800				0.6125			
	109	10900				0.6125			
	110	11000				0.6125			
	111	11100				0.6125			
	112	11200				0.6125	4.90		
	11220		4.57						
16	113	11300				0.6125			
	114	11400				0.6125			
	115	11500				0.6125			
	116	11600				0.6125			
	117	11700				0.6125			
	118	11800				0.6125			
	119	11900				0.6125	4.29		
	11968		4.57	59.41				59.41	
17	120	12000				0.5100			
	121	12100				0.5100			
	122	12200				0.5100			
	123	12300				0.5100			
	124	12400				0.5100			
	125	12500				0.5100			
	126	12600				0.5100			
127	12700				0.5100	4.08			
	12716		3.81						
18	128	12800				0.5100			
	129	12900				0.5100			
	130	13000				0.5100			
	131	13100				0.5100			
	132	13200				0.5100			
	133	13300				0.5100			
	134	13400				0.5100	3.57		
	13464		3.81						
19	135	13500				0.5100			
	136	13600				0.5100			
	137	13700				0.5100			
	138	13800				0.5100			
	139	13900				0.5100			
	140	14000				0.5100			
	141	14100				0.5100			

Residential

Current Unit of Measure - CCF - 748 Gallons per unit	New Unit of Measure - CGL - 100 Gallons per unit	Current Rate per Unit of Measure - CCF	Current Total Charges per Range	CCF - CGL Matched Usage CCF Total Charge	Proposed Rate per Unit of Measure - CGL	Comparable Charge per CCF Unit	Comparable Total Charge per range	CCF - CGL Matched Usage CGL Total Charge
	142	14200			0.5100	4.08		
		14212	3.81					
20	143	14300			0.5100			
	144	14400			0.5100			
	145	14500			0.5100			
	146	14600			0.5100			
	147	14700			0.5100			
	148	14800			0.5100			
	149	14900			0.5100	3.57		
			14960	3.81				
21	150	15000			0.5100			
	151	15100			0.5100			
	152	15200			0.5100			
	153	15300			0.5100			
	154	15400			0.5100			
	155	15500			0.5100			
	156	15600			0.5100			
	157	15700			0.5100	4.08		
		15708	3.81					
22	158	15800			0.5100			
	159	15900			0.5100			
	160	16000			0.5100			
	161	16100			0.5100			
	162	16200			0.5100			
	163	16300			0.5100			
	164	16400			0.5100	3.57		
			16456	3.81				
23	165	16500			0.5100			
	166	16600			0.5100			
	167	16700			0.5100			
	168	16800			0.5100			
	169	16900			0.5100			
	170	17000			0.5100			
	171	17100			0.5100			
	172	17200			0.5100	4.08		
		17204	3.81					
24	173	17300			0.5100			
	174	17400			0.5100			
	175	17500			0.5100			
	176	17600			0.5100			

Residential

Current Unit of Measure - CCF - 748 Gallons per unit	New Unit of Measure - CGL - 100 Gallons per unit	Current Rate per Unit of Measure - CCF	Current Total Charges per Range	CCF - CGL Matched Usage CCF Total Charge	Proposed Rate per Unit of Measure - CGL	Comparable Charge per CCF Unit	Comparable Total Charge per range	CCF - CGL Matched Usage CGL Total Charge
24	177	17700			0.5100			
	178	17800			0.5100			
	179	17900			0.5100	3.57		
		17952	3.81					
25	180	18000			0.5100			
	181	18100			0.5100			
	182	18200			0.5100			
	183	18300			0.5100			
	184	18400			0.5100			
	185	18500			0.5100			
	186	18600			0.5100			
		18700	3.81	104.95	0.5100	4.08		105.34
26	188	18800			0.5100			
	189	18900			0.5100			
	190	19000			0.5100			
	191	19100			0.5100			
	192	19200			0.5100			
	193	19300			0.5100			
	194	19400			0.5100	3.57		
	19448	3.81						
27	195	19500			0.5100			
	196	19600			0.5100			
	197	19700			0.5100			
	198	19800			0.5100			
	199	19900			0.5100			
	200	20000			0.5100			
	201	20100			0.5100	3.57		
	20196	3.81						
28	202	20200			0.5100			
	203	20300			0.5100			
	204	20400			0.5100			
	205	20500			0.5100			
	206	20600			0.5100			
	207	20700			0.5100			
	208	20800			0.5100			
	209	20900			0.5100	4.08		
		20944	3.81					
	210	21000			0.5100			
	211	21100			0.5100			
	212	21200			0.5100			

Residential

Current Unit of Measure - CCF - 748 Gallons per unit	New Unit of Measure - CGL - 100 Gallons per unit	Current Rate per Unit of Measure - CCF	Current Total Charges per Range	CCF - CGL Matched Usage CCF Total Charge	Proposed Rate per Unit of Measure - CGL	Comparable Charge per CCF Unit	Comparable Total Charge per range	CCF - CGL Matched Usage CGL Total Charge
29	213	21300			0.5100			
	214	21400			0.5100			
	215	21500			0.5100			
	216	21600			0.5100	3.57		
		21692	3.81					
30	217	21700			0.5100			
	218	21800			0.5100			
	219	21900			0.5100			
	220	22000			0.5100			
	221	22100			0.5100			
	222	22200			0.5100			
	223	22300			0.5100			
	224	22400			0.5100	4.08		
	22440	3.81						
31	225	22500			0.5100			
	226	22600			0.5100			
	227	22700			0.5100			
	228	22800			0.5100			
	229	22900			0.5100			
	230	23000			0.5100			
	231	23100			0.5100	3.57		
	23188	3.81						
32	232	23200			0.5100			
	233	23300			0.5100			
	234	23400			0.5100			
	235	23500			0.5100			
	236	23600			0.5100			
	237	23700			0.5100			
	238	23800			0.5100			
	239	23900			0.5100	4.08		
	23936	3.81						
33	240	24000			0.5100			
	241	24100			0.5100			
	242	24200			0.5100			
	243	24300			0.5100			
	244	24400			0.5100			
	245	24500			0.5100			
	246	24600			0.5100	3.57		
	24684	3.81	64.77				64.77	
	247	24700			0.4980			

Residential

Current Unit of Measure - CCF - 748 Gallons per unit	New Unit of Measure - CGL - 100 Gallons per unit	Current Rate per Unit of Measure - CCF	Current Total Charges per Range	CCF - CGL Matched Usage CCF Total Charge	Proposed Rate per Unit of Measure - CGL	Comparable Charge per CCF Unit	Comparable Total Charge per range	CCF - CGL Matched Usage CGL Total Charge
34	248	24800			0.4980			
	249	24900			0.4980			
	250	25000			0.4980			
	251	25100			0.4980			
	252	25200			0.4980			
	253	25300			0.4980			
	254	25400			0.4980	3.98		
	25432		3.75					
35	255	25500			0.4980			
	256	25600			0.4980			
	257	25700			0.4980			
	258	25800			0.4980			
	259	25900			0.4980			
	260	26000			0.4980			
	261	26100			0.4980	3.49		
	26180		3.75					
36	262	26200			0.4980			
	263	26300			0.4980			
	264	26400			0.4980			
	265	26500			0.4980			
	266	26600			0.4980			
	267	26700			0.4980			
	268	26800			0.4980			
269	26900			0.4980	3.98			
	26928		3.75					
37	270	27000			0.4980			
	271	27100			0.4980			
	272	27200			0.4980			
	273	27300			0.4980			
	274	27400			0.4980			
	275	27500			0.4980			
	276	27600			0.4980	3.49		
	27676		3.75					
38	277	27700			0.4980			
	278	27800			0.4980			
	279	27900			0.4980			
	280	28000			0.4980			
	281	28100			0.4980			
	282	28200			0.4980			
	283	28300			0.4980			

Residential

Current Unit of Measure - CCF - 748 Gallons per unit	New Unit of Measure - CGL - 100 Gallons per unit	Gallons of Usage	Current Rate per Unit of Measure - CCF	Total Charges per Range	CCF - CGL Matched Usage CCF Total Charge	Proposed Rate per Unit of Measure - CGL	Comparable Charge per CCF Unit	Comparable Total Charge per range	CCF - CGL Matched Usage CGL Total Charge
	284	28400				0.4980	3.98		
		28424	3.75						
39	285	28500				0.4980			
	286	28600				0.4980			
	287	28700				0.4980			
	288	28800				0.4980			
	289	28900				0.4980			
	290	29000				0.4980			
	291	29100				0.4980	3.49		
			29172	3.75					
40	292	29200				0.4980			
	293	29300				0.4980			
	294	29400				0.4980			
	295	29500				0.4980			
	296	29600				0.4980			
	297	29700				0.4980			
	298	29800				0.4980			
	299	29900				0.4980	3.98		
		29920	3.75						
41	300	30000				0.4980			
	301	30100				0.4980			
	302	30200				0.4980			
	303	30300				0.4980			
	304	30400				0.4980			
	305	30500				0.4980			
	306	30600				0.4980	3.49		
			30668	3.75					
42	307	30700				0.4980			
	308	30800				0.4980			
	309	30900				0.4980			
	310	31000				0.4980			
	311	31100				0.4980			
	312	31200				0.4980			
	313	31300				0.4980			
	314	31400				0.4980	3.98		
		31416	3.75						
42	315	31500				0.4980			
	316	31600				0.4980			
	317	31700				0.4980			
	318	31800				0.4980			

Residential

Current Unit of Measure - CCF - 748 Gallons per unit	New Unit of Measure - CGL - 100 Gallons per unit	Current Rate per Unit of Measure - CCF	Current Total Charges per Range	CCF - CGL Matched Usage CCF Total Charge	Proposed Rate per Unit of Measure - CGL	Comparable Charge per CCF Unit	Comparable Total Charge per range	CCF - CGL Matched Usage CGL Total Charge
43	319	31900			0.4980			
	320	32000			0.4980			
	321	32100			0.4980	3.49		
		32164	3.75					
44	322	32200			0.4980			
	323	32300			0.4980			
	324	32400			0.4980			
	325	32500			0.4980			
	326	32600			0.4980			
	327	32700			0.4980			
	328	32800			0.4980			
	329	32900			0.4980	3.98		
		32912	3.75					
45	330	33000			0.4980			
	331	33100			0.4980			
	332	33200			0.4980			
	333	33300			0.4980			
	334	33400			0.4980			
	335	33500			0.4980			
	336	33600			0.4980	3.49		
	33660	3.75						
46	337	33700			0.4980			
	338	33800			0.4980			
	339	33900			0.4980			
	340	34000			0.4980			
	341	34100			0.4980			
	342	34200			0.4980			
	343	34300			0.4980			
	344	34400			0.4980	3.98		
	34408	3.75						
47	345	34500			0.4980			
	346	34600			0.4980			
	347	34700			0.4980			
	348	34800			0.4980			
	349	34900			0.4980			
	350	35000			0.4980			
	351	35100			0.4980	3.49		
	35156	3.75						
	352	35200			0.4980			
	353	35300			0.4980			

Residential

Current Unit of Measure - CCF - 748 Gallons per unit	New Unit of Measure - CGL - 100 Gallons per unit	Current Rate per Unit of Measure - CCF	Current Total Charges per Range	CCF - CGL Matched Usage CCF Total Charge	Proposed Rate per Unit of Measure - CGL	Comparable Charge per CCF Unit	Comparable Total Charge per range	CCF - CGL Matched Usage CGL Total Charge	
48	354	35400			0.4980				
	355	35500			0.4980				
	356	35600			0.4980				
	357	35700			0.4980				
	358	35800			0.4980				
	359	35900			0.4980	3.98			
		35904		3.75					
49	360	36000			0.4980				
	361	36100			0.4980				
	362	36200			0.4980				
	363	36300			0.4980				
	364	36400			0.4980				
	365	36500			0.4980				
	366	36600			0.4980	3.49			
	36652		3.75						
50	367	36700			0.4980				
	368	36800			0.4980				
	369	36900			0.4980				
	370	37000			0.4980				
	371	37100			0.4980				
	372	37200			0.4980				
	373	37300			0.4980				
	374	37400	3.75	63.75	199.18	0.4980	3.98	63.75	199.18
51-75	375-561	56100	3.75	93.75	292.93	0.4980	93.13	93.13	292.31
76-100	562-748	74800	3.75	93.75	386.68	0.4980	93.13	93.13	385.45
101-125	749-935	93500	3.75	93.75	480.43	0.4980	93.13	93.13	478.58
126-150	936-1123	112200	3.75	93.75	574.18	0.4980	93.13	93.13	571.72
Units	1-3	4-16	17-33	34 & Up					
Rate	3.75	4.57	3.81	3.75					

Commercial Usage

Rate Conversion Spreadsheet

Commercial

Current Unit of Measure - CCF - 748 Gallons per unit	New Unit of Measure - CGL - 100 Gallons per unit	Current Rate per Unit of Measure - CCF	CCF - CGL Matched Usage CCF Total Charge	Proposed Rate per Unit of Measure - CGL	Comparable Charge per CCF Unit	Comparable Total Charge per range	CCF - CGL Matched Usage CGL Total Charge
1	1	100		0.5365			
	2	200		0.5365			
	3	300		0.5365			
	4	400		0.5365			
	5	500		0.5365			
	6	600		0.5365			
	7	700		0.5365		3.76	
	748		4.01				
2	8	800		0.5365			
	9	900		0.5365			
	10	1000		0.5365			
	11	1100		0.5365			
	12	1200		0.5365			
	13	1300		0.5365			
	14	1400		0.5365		3.76	
	1496		4.01				
3	15	1500		0.5365			
	16	1600		0.5365			
	17	1700		0.5365			
	18	1800		0.5365			
	19	1900		0.5365			
	20	2000		0.5365			
	21	2100		0.5365			
22	2200		0.5365		4.29		
	2244		4.01				
4	23	2300		0.5365			
	24	2400		0.5365			
	25	2500		0.5365			
	26	2600		0.5365			
	27	2700		0.5365			
	28	2800		0.5365			
	29	2900		0.5365		3.76	
	2992		4.01				
5	30	3000		0.5365			
	31	3100		0.5365			
	32	3200		0.5365			
	33	3300		0.5365			
	34	3400		0.5365			
	35	3500		0.5365			

Current Unit of Measure - CCF - 748 Gallons per unit	New Unit of Measure - CGL - 100 Gallons per unit	Current Rate per Unit of Measure - CCF	Current Total Charges per Range	CCF - CGL Matched Usage CCF Total Charge	Proposed Rate per Unit of Measure - CGL	Comparable Charge per CCF Unit	Comparable Total Charge per range	CCF - CGL Matched Usage CGL Total Charge
6	36	3600			0.5365			
	37	3700			0.5365	4.29		
		3740	4.01					
	38	3800			0.5365			
	39	3900			0.5365			
	40	4000			0.5365			
	41	4100			0.5365			
	42	4200			0.5365			
	43	4300			0.5365			
	44	4400			0.5365	3.76		
	4488	4.01						
7	45	4500			0.5365			
	46	4600			0.5365			
	47	4700			0.5365			
	48	4800			0.5365			
	49	4900			0.5365			
	50	5000			0.5365			
	51	5100			0.5365			
	52	5200			0.5365	4.29		
	5236	4.01						
8	53	5300			0.5365			
	54	5400			0.5365			
	55	5500			0.5365			
	56	5600			0.5365			
	57	5700			0.5365			
	58	5800			0.5365			
	59	5900			0.5365	3.76		
	5984	4.01						
9	60	6000			0.5365			
	61	6100			0.5365			
	62	6200			0.5365			
	63	6300			0.5365			
	64	6400			0.5365			
	65	6500			0.5365			
	66	6600			0.5365			
	67	6700			0.5365	4.29		
	6732	4.01						
10	68	6800			0.5365			
	69	6900			0.5365			
	70	7000			0.5365			
	71	7100			0.5365			

Current Unit of Measure - CCF - 748 Gallons per unit	New Unit of Measure - CGL - 100 Gallons per unit	Current Rate per Unit of Measure - CCF	Current Total Charges per Range	CCF - CGL Matched Usage CCF Total Charge	Proposed Rate per Unit of Measure - CGL	Comparable Charge per CCF Unit	Comparable Total Charge per range	CCF - CGL Matched Usage CGL Total Charge
10	72	7200			0.5365			
	73	7300			0.5365			
	74	7400			0.5365	3.76		
		7480	4.01					
11	75	7500			0.5365			
	76	7600			0.5365			
	77	7700			0.5365			
	78	7800			0.5365			
	79	7900			0.5365			
	80	8000			0.5365			
	81	8100			0.5365			
	82	8200			0.5365	4.29		
		8228	4.01					
12	83	8300			0.5365			
	84	8400			0.5365			
	85	8500			0.5365			
	86	8600			0.5365			
	87	8700			0.5365			
	88	8800			0.5365			
	89	8900			0.5365	3.76		
		8976	4.01					
13	90	9000			0.5365			
	91	9100			0.5365			
	92	9200			0.5365			
	93	9300			0.5365			
	94	9400			0.5365			
	95	9500			0.5365			
	96	9600			0.5365			
	97	9700			0.5365	4.29		
		9724	4.01					
14	98	9800			0.5365			
	99	9900			0.5365			
	100	10000			0.5365			
	101	10100			0.5365			
	102	10200			0.5365			
	103	10300			0.5365			
	104	10400			0.5365	3.76		
		10472	4.01					
	105	10500			0.5365			
	106	10600			0.5365			
	107	10700			0.5365			

Current Unit of Measure - CCF - 748 Gallons per unit	New Unit of Measure - CGL - 100 Gallons per unit	Gallons of Usage	Current Rate per Unit of Measure - CCF	Total Charges per Range	CCF - CGL Matched Usage CCF Total Charge	Proposed Rate per Unit of Measure - CGL	Comparable Charge per CCF Unit	Comparable Total Charge per range	CCF - CGL Matched Usage CGL Total Charge
15	108	10800				0.5365			
	109	10900				0.5365			
	110	11000				0.5365			
	111	11100				0.5365			
	112	11200				0.5365	4.29		
	11220		4.01						
16	113	11300				0.5365			
	114	11400				0.5365			
	115	11500				0.5365			
	116	11600				0.5365			
	117	11700				0.5365			
	118	11800				0.5365			
	119	11900				0.5365	3.76		
	11968		4.01						
17	120	12000				0.5365			
	121	12100				0.5365			
	122	12200				0.5365			
	123	12300				0.5365			
	124	12400				0.5365			
	125	12500				0.5365			
	126	12600				0.5365			
	127	12700				0.5365	4.29		
	12716		4.01						
18	128	12800				0.5365			
	129	12900				0.5365			
	130	13000				0.5365			
	131	13100				0.5365			
	132	13200				0.5365			
	133	13300				0.5365			
	134	13400				0.5365	3.76		
	13464		4.01						
19	135	13500				0.5365			
	136	13600				0.5365			
	137	13700				0.5365			
	138	13800				0.5365			
	139	13900				0.5365			
	140	14000				0.5365			
	141	14100				0.5365			
	142	14200				0.5365	4.29		
	14212		4.01	76.19				76.19	
	143	14300				0.5137			

Current Unit of Measure - CCF - 748 Gallons per unit	New Unit of Measure - CGL - 100 Gallons per unit	Current Rate per Unit of Measure - CCF	Current Total Charges per Range	CCF - CGL Matched Usage CCF Total Charge	Proposed Rate per Unit of Measure - CGL	Comparable Charge per CCF Unit	Comparable Total Charge per range	CCF - CGL Matched Usage CGL Total Charge
20	144	14400			0.5137			
	145	14500			0.5137			
	146	14600			0.5137			
	147	14700			0.5137			
	148	14800			0.5137			
	149	14900			0.5137	3.60		
		14960		3.84				
21	150	15000			0.5137			
	151	15100			0.5137			
	152	15200			0.5137			
	153	15300			0.5137			
	154	15400			0.5137			
	155	15500			0.5137			
	156	15600			0.5137			
	157	15700			0.5137	4.11		
	15708		3.84					
22	158	15800			0.5137			
	159	15900			0.5137			
	160	16000			0.5137			
	161	16100			0.5137			
	162	16200			0.5137			
	163	16300			0.5137			
	164	16400			0.5137	3.60		
		16456		3.84				
23	165	16500			0.5137			
	166	16600			0.5137			
	167	16700			0.5137			
	168	16800			0.5137			
	169	16900			0.5137			
	170	17000			0.5137			
	171	17100			0.5137			
	172	17200			0.5137	4.11		
	17204		3.84					
24	173	17300			0.5137			
	174	17400			0.5137			
	175	17500			0.5137			
	176	17600			0.5137			
	177	17700			0.5137			
	178	17800			0.5137			
	179	17900			0.5137	3.60		
	17952		3.84					

Current Unit of Measure - CCF - 748 Gallons per unit	New Unit of Measure - CGL - 100 Gallons of Usage	Current Rate per Unit of Measure - CCF	Total Charges per Range	CCF - CGL Matched Usage CCF Total Charge	Proposed Rate per Unit of Measure - CGL	Comparable Charge per CCF Unit	Comparable Total Charge per range	CCF - CGL Matched Usage CGL Total Charge
25	180	18000			0.5137			
	181	18100			0.5137			
	182	18200			0.5137			
	183	18300			0.5137			
	184	18400			0.5137			
	185	18500			0.5137			
	186	18600			0.5137			
		187	18700	3.84	99.23	0.5137	4.11	
26	188	18800			0.5137			
	189	18900			0.5137			
	190	19000			0.5137			
	191	19100			0.5137			
	192	19200			0.5137			
	193	19300			0.5137			
	194	19400			0.5137	3.60		
			19448	3.84				
27	195	19500			0.5137			
	196	19600			0.5137			
	197	19700			0.5137			
	198	19800			0.5137			
	199	19900			0.5137			
	200	20000			0.5137			
	201	20100			0.5137	3.60		
			20196	3.84				
28	202	20200			0.5137			
	203	20300			0.5137			
	204	20400			0.5137			
	205	20500			0.5137			
	206	20600			0.5137			
	207	20700			0.5137			
	208	20800			0.5137			
	209	20900			0.5137	4.11		
		20944	3.84					
29	210	21000			0.5137			
	211	21100			0.5137			
	212	21200			0.5137			
	213	21300			0.5137			
	214	21400			0.5137			
	215	21500			0.5137			
	216	21600			0.5137	3.60		
			21692	3.84				

Current Unit of Measure - CCF - 748 Gallons per unit	New Unit of Measure - CGL - 100 Gallons per unit	Current Rate per Unit of Measure - CCF	Total Charges per Range	CCF - CGL Matched Usage CCF Total Charge	Proposed Rate per Unit of Measure - CGL	Comparable Charge per CCF Unit	Comparable Total Charge per range	CCF - CGL Matched Usage CGL Total Charge
30	217	21700			0.5137			
	218	21800			0.5137			
	219	21900			0.5137			
	220	22000			0.5137			
	221	22100			0.5137			
	222	22200			0.5137			
	223	22300			0.5137			
	224	22400			0.5137	4.11		
	22440	3.84						
31	225	22500			0.5137			
	226	22600			0.5137			
	227	22700			0.5137			
	228	22800			0.5137			
	229	22900			0.5137			
	230	23000			0.5137			
	231	23100			0.5137	3.60		
	23188	3.84						
32	232	23200			0.5137			
	233	23300			0.5137			
	234	23400			0.5137			
	235	23500			0.5137			
	236	23600			0.5137			
	237	23700			0.5137			
	238	23800			0.5137			
	239	23900			0.5137	4.11		
	23936	3.84						
33	240	24000			0.5137			
	241	24100			0.5137			
	242	24200			0.5137			
	243	24300			0.5137			
	244	24400			0.5137			
	245	24500			0.5137			
	246	24600			0.5137	3.60		
	24684	3.84						
34	247	24700			0.5137			
	248	24800			0.5137			
	249	24900			0.5137			
	250	25000			0.5137			
	251	25100			0.5137			
	252	25200			0.5137			
	253	25300			0.5137			

Current Unit of Measure - CCF - 748 Gallons per unit	New Unit of Measure - CGL - 100 Gallons of Usage	Current Rate per Unit of Measure - CCF	Total Charges per Range	CCF - CGL Matched Usage CCF Total Charge	Proposed Rate per Unit of Measure - CGL	Comparable Charge per CCF Unit	Comparable Total Charge per range	CCF - CGL Matched Usage CGL Total Charge
	254	25400			0.5137	4.11		
		25432	3.84					
35	255	25500			0.5137			
	256	25600			0.5137			
	257	25700			0.5137			
	258	25800			0.5137			
	259	25900			0.5137			
	260	26000			0.5137			
	261	26100			0.5137	3.60		
			26180	3.84				
36	262	26200			0.5137			
	263	26300			0.5137			
	264	26400			0.5137			
	265	26500			0.5137			
	266	26600			0.5137			
	267	26700			0.5137			
	268	26800			0.5137			
	269	26900			0.5137	4.11		
		26928	3.84					
37	270	27000			0.5137			
	271	27100			0.5137			
	272	27200			0.5137			
	273	27300			0.5137			
	274	27400			0.5137			
	275	27500			0.5137			
	276	27600			0.5137	3.60		
			27676	3.84				
38	277	27700			0.5137			
	278	27800			0.5137			
	279	27900			0.5137			
	280	28000			0.5137			
	281	28100			0.5137			
	282	28200			0.5137			
	283	28300			0.5137			
	284	28400			0.5137	4.11		
		28424	3.84					
39	285	28500			0.5137			
	286	28600			0.5137			
	287	28700			0.5137			
	288	28800			0.5137			
	289	28900			0.5137			

Current Unit of Measure - CCF - 748 Gallons per unit	New Unit of Measure - CGL - 100 Gallons per unit	Current Rate per Unit of Measure - CCF	Current Total Charges per Range	CCF - CGL Matched Usage CCF Total Charge	Proposed Rate per Unit of Measure - CGL	Comparable Charge per CCF Unit	Comparable Total Charge per range	CCF - CGL Matched Usage CGL Total Charge
	290	29000			0.5137			
	291	29100			0.5137	3.60		
		29172	3.84					
40	292	29200			0.5137			
	293	29300			0.5137			
	294	29400			0.5137			
	295	29500			0.5137			
	296	29600			0.5137			
	297	29700			0.5137			
	298	29800			0.5137			
	299	29900			0.5137	4.11		
		29920	3.84					
41	300	30000			0.5137			
	301	30100			0.5137			
	302	30200			0.5137			
	303	30300			0.5137			
	304	30400			0.5137			
	305	30500			0.5137			
	306	30600			0.5137	3.60		
		30668	3.84					
42	307	30700			0.5137			
	308	30800			0.5137			
	309	30900			0.5137			
	310	31000			0.5137			
	311	31100			0.5137			
	312	31200			0.5137			
	313	31300			0.5137			
	314	31400			0.5137	4.11		
		31416	3.84					
43	315	31500			0.5137			
	316	31600			0.5137			
	317	31700			0.5137			
	318	31800			0.5137			
	319	31900			0.5137			
	320	32000			0.5137			
	321	32100			0.5137	3.60		
			32164	3.84				
	322	32200			0.5137			
	323	32300			0.5137			
	324	32400			0.5137			
	325	32500			0.5137			

Current Unit of Measure - CCF - 748 Gallons per unit	New Unit of Measure - CGL - 100 Gallons of Usage	Current Rate per Unit of Measure - CCF	Total Charges per Range	CCF - CGL Matched Usage CCF Total Charge	Proposed Rate per Unit of Measure - CGL	Comparable Charge per CCF Unit	Comparable Total Charge per range	CCF - CGL Matched Usage CGL Total Charge
44	326	32600			0.5137			
	327	32700			0.5137			
	328	32800			0.5137			
	329	32900			0.5137	4.11		
		32912	3.84					
45	330	33000			0.5137			
	331	33100			0.5137			
	332	33200			0.5137			
	333	33300			0.5137			
	334	33400			0.5137			
	335	33500			0.5137			
	336	33600			0.5137	3.60		
	33660	3.84						
46	337	33700			0.5137			
	338	33800			0.5137			
	339	33900			0.5137			
	340	34000			0.5137			
	341	34100			0.5137			
	342	34200			0.5137			
	343	34300			0.5137			
	344	34400			0.5137	4.11		
	34408	3.84						
47	345	34500			0.5137			
	346	34600			0.5137			
	347	34700			0.5137			
	348	34800			0.5137			
	349	34900			0.5137			
	350	35000			0.5137			
	351	35100			0.5137	3.60		
	35156	3.84						
48	352	35200			0.5137			
	353	35300			0.5137			
	354	35400			0.5137			
	355	35500			0.5137			
	356	35600			0.5137			
	357	35700			0.5137			
	358	35800			0.5137			
	359	35900			0.5137	4.11		
	35904	3.84						
	360	36000			0.5137			
	361	36100			0.5137			

Current Unit of Measure - CCF - 748 Gallons per unit	New Unit of Measure - CGL - 100 Gallons per unit	Current Rate per Unit of Measure - CCF	Total Charges per Range	CCF - CGL Matched Usage CCF Total Charge	Proposed Rate per Unit of Measure - CGL	Comparable Charge per CCF Unit	Comparable Total Charge per range	CCF - CGL Matched Usage CGL Total Charge
49	362	36200			0.5137			
	363	36300			0.5137			
	364	36400			0.5137			
	365	36500			0.5137			
	366	36600			0.5137	3.60		
	36652		3.84					
50	367	36700			0.5137			
	368	36800			0.5137			
	369	36900			0.5137			
	370	37000			0.5137			
	371	37100			0.5137			
	372	37200			0.5137			
	373	37300			0.5137			
	374	37400	3.84	195.23	0.5137	4.11		195.37
51	375	37500			0.5137			
	376	37600			0.5137			
	377	37700			0.5137			
	378	37800			0.5137			
	379	37900			0.5137			
	380	38000			0.5137			
	381	38100			0.5137	3.60		
	38148		3.84					
52	382	38200			0.5137			
	383	38300			0.5137			
	384	38400			0.5137			
	385	38500			0.5137			
	386	38600			0.5137			
	387	38700			0.5137			
	388	38800			0.5137	3.60		
	38896		3.84					
53	389	38900			0.5137			
	390	39000			0.5137			
	391	39100			0.5137			
	392	39200			0.5137			
	393	39300			0.5137			
	394	39400			0.5137			
	395	39500			0.5137			
	396	39600			0.5137	4.11		
	39644		3.84					
	397	39700			0.5137			
	398	39800			0.5137			

Current Unit of Measure - CCF - 748 Gallons per unit	New Unit of Measure - CGL - 100 Gallons per unit	Current Rate per Unit of Measure - CCF	Current Total Charges per Range	CCF - CGL Matched Usage CCF Total Charge	Proposed Rate per Unit of Measure - CGL	Comparable Charge per CCF Unit	Comparable Total Charge per range	CCF - CGL Matched Usage CGL Total Charge
54	399	39900			0.5137			
	400	40000			0.5137			
	401	40100			0.5137			
	402	40200			0.5137			
	403	40300			0.5137	3.60		
	40392		3.84					
55	404	40400			0.5137			
	405	40500			0.5137			
	406	40600			0.5137			
	407	40700			0.5137			
	408	40800			0.5137			
	409	40900			0.5137			
	410	41000			0.5137			
	411	41100			0.5137	4.11		
	41140		3.84					
56	412	41200			0.5137			
	413	41300			0.5137			
	414	41400			0.5137			
	415	41500			0.5137			
	416	41600			0.5137			
	417	41700			0.5137			
	418	41800			0.5137	3.60		
	41888		3.84					
57	419	41900			0.5137			
	420	42000			0.5137			
	421	42100			0.5137			
	422	42200			0.5137			
	423	42300			0.5137			
	424	42400			0.5137			
	425	42500			0.5137			
	426	42600			0.5137	4.11		
	42636		3.84					
58	427	42700			0.5137			
	428	42800			0.5137			
	429	42900			0.5137			
	430	43000			0.5137			
	431	43100			0.5137			
	432	43200			0.5137			
	433	43300			0.5137	3.60		
		43384		3.84				
	434	43400			0.5137			

Current Unit of Measure - CCF - 748 Gallons per unit	New Unit of Measure - CGL - 100 Gallons of Usage	Current Rate per Unit of Measure - CCF	Total Charges per Range	CCF - CGL Matched Usage CCF Total Charge	Proposed Rate per Unit of Measure - CGL	Comparable Charge per CCF Unit	Comparable Total Charge per range	CCF - CGL Matched Usage CGL Total Charge
59	435	43500			0.5137			
	436	43600			0.5137			
	437	43700			0.5137			
	438	43800			0.5137			
	439	43900			0.5137			
	440	44000			0.5137			
	441	44100			0.5137	4.11		
	44132		3.84					
60	442	44200			0.5137			
	443	44300			0.5137			
	444	44400			0.5137			
	445	44500			0.5137			
	446	44600			0.5137			
	447	44700			0.5137			
	448	44800			0.5137	3.60		
	44880		3.84					
61	449	44900			0.5137			
	450	45000			0.5137			
	451	45100			0.5137			
	452	45200			0.5137			
	453	45300			0.5137			
	454	45400			0.5137			
	455	45500			0.5137			
456	45600			0.5137	4.11			
	45628		3.84					
62	457	45700			0.5137			
	458	45800			0.5137			
	459	45900			0.5137			
	460	46000			0.5137			
	461	46100			0.5137			
	462	46200			0.5137			
	463	46300			0.5137	3.60		
	46376		3.84					
63	464	46400			0.5137			
	465	46500			0.5137			
	466	46600			0.5137			
	467	46700			0.5137			
	468	46800			0.5137			
	469	46900			0.5137			
	470	47000			0.5137			
471	47100			0.5137	4.11			

Current Unit of Measure - CCF - 748 Gallons per unit	New Unit of Measure - CGL - 100 Gallons per unit	Current Rate per Unit of Measure - CCF	Current Total Charges per Range	CCF - CGL Matched Usage CCF Total Charge	Proposed Rate per Unit of Measure - CGL	Comparable Charge per CCF Unit	Comparable Total Charge per range	CCF - CGL Matched Usage CGL Total Charge
		47124	3.84					
64	472	47200			0.5137			
	473	47300			0.5137			
	474	47400			0.5137			
	475	47500			0.5137			
	476	47600			0.5137			
	477	47700			0.5137			
	478	47800			0.5137	3.60		
		47872	3.84					
65	479	47900			0.5137			
	480	48000			0.5137			
	481	48100			0.5137			
	482	48200			0.5137			
	483	48300			0.5137			
	484	48400			0.5137			
	485	48500			0.5137			
	486	48600			0.5137	4.11		
	48620	3.84						
66	487	48700			0.5137			
	488	48800			0.5137			
	489	48900			0.5137			
	490	49000			0.5137			
	491	49100			0.5137			
	492	49200			0.5137			
	493	49300			0.5137	3.60		
		49368	3.84					
67	494	49400			0.5137			
	495	49500			0.5137			
	496	49600			0.5137			
	497	49700			0.5137			
	498	49800			0.5137			
	499	49900			0.5137			
	500	50000			0.5137			
	501	50100			0.5137	4.11		
	50116	3.84						
68	502	50200			0.5137			
	503	50300			0.5137			
	504	50400			0.5137			
	505	50500			0.5137			
	506	50600			0.5137			
	507	50700			0.5137			

Current Unit of Measure - CCF - 748 Gallons per unit	New Unit of Measure - CGL - 100 Gallons per unit	Current Rate per Unit of Measure - CCF	Current Total Charges per Range	CCF - CGL Matched Usage CCF Total Charge	Proposed Rate per Unit of Measure - CGL	Comparable Charge per CCF Unit	Comparable Total Charge per range	CCF - CGL Matched Usage CGL Total Charge
	508	50800			0.5137	3.60		
		50864	3.84					
69	509	50900			0.5137			
	510	51000			0.5137			
	511	51100			0.5137			
	512	51200			0.5137			
	513	51300			0.5137			
	514	51400			0.5137			
	515	51500			0.5137			
	516	51600			0.5137	4.11		
		51612	3.84					
70	517	51700			0.5137			
	518	51800			0.5137			
	519	51900			0.5137			
	520	52000			0.5137			
	521	52100			0.5137			
	522	52200			0.5137			
	523	52300			0.5137	3.60		
			52360	3.84				
71	524	52400			0.5137			
	525	52500			0.5137			
	526	52600			0.5137			
	527	52700			0.5137			
	528	52800			0.5137			
	529	52900			0.5137			
	530	53000			0.5137			
	531	53100			0.5137	4.11		
		53108	3.84					
72	532	53200			0.5137			
	533	53300			0.5137			
	534	53400			0.5137			
	535	53500			0.5137			
	536	53600			0.5137			
	537	53700			0.5137			
	538	53800			0.5137	3.60		
			53856	3.84				
73	539	53900			0.5137			
	540	54000			0.5137			
	541	54100			0.5137			
	542	54200			0.5137			
	543	54300			0.5137			

Current Unit of Measure - CCF - 748 Gallons per unit	New Unit of Measure - CGL - 100 Gallons per unit	Current Rate per Unit of Measure - CCF	Total Charges per Range	CCF - CGL Matched Usage CCF Total Charge	Proposed Rate per Unit of Measure - CGL	Comparable Charge per CCF Unit	Comparable Total Charge per range	CCF - CGL Matched Usage CGL Total Charge	
74	544	54400			0.5137				
	545	54500			0.5137				
	546	54600			0.5137	4.11			
		54604	3.84						
	547	54700			0.5137				
	548	54800			0.5137				
	549	54900			0.5137				
	550	55000			0.5137				
	551	55100			0.5137				
	552	55200			0.5137				
75	553	55300			0.5137	3.60			
		55352	3.84						
	554	55400			0.5137				
	555	55500			0.5137				
	556	55600			0.5137				
	557	55700			0.5137				
	558	55800			0.5137				
	559	55900			0.5137				
	560	56000			0.5137				
		561	56100	3.84	291.23	0.5137	4.11		291.44
76	562	56200			0.5137				
	563	56300			0.5137				
	564	56400			0.5137				
	565	56500			0.5137				
	566	56600			0.5137				
	567	56700			0.5137				
	568	56800			0.5137	3.60			
		56848	3.84						
	77	569	56900			0.5137			
		570	57000			0.5137			
571		57100			0.5137				
572		57200			0.5137				
573		57300			0.5137				
574		57400			0.5137				
575		57500			0.5137	3.60			
		57596	3.84						
78		576	57600			0.5137			
		577	57700			0.5137			
	578	57800			0.5137				
	579	57900			0.5137				
	580	58000			0.5137				

Current Unit of Measure - CCF - 748 Gallons per unit	New Unit of Measure - CGL - 100 Gallons per unit	Current Rate per Unit of Measure - CCF	Current Total Charges per Range	CCF - CGL Matched Usage CCF Total Charge	Proposed Rate per Unit of Measure - CGL	Comparable Charge per CCF Unit	Comparable Total Charge per range	CCF - CGL Matched Usage CGL Total Charge
	581	58100			0.5137			
	582	58200			0.5137			
	583	58300			0.5137	4.11		
		58344	3.84					
79	584	58400			0.5137			
	585	58500			0.5137			
	586	58600			0.5137			
	587	58700			0.5137			
	588	58800			0.5137			
	589	58900			0.5137			
	590	59000			0.5137	3.60		
		59092	3.84					
80	591	59100			0.5137			
	592	59200			0.5137			
	593	59300			0.5137			
	594	59400			0.5137			
	595	59500			0.5137			
	596	59600			0.5137			
	597	59700			0.5137			
	598	59800			0.5137	4.11		
	59840	3.84						
81	599	59900			0.5137			
	600	60000			0.5137			
	601	60100			0.5137			
	602	60200			0.5137			
	603	60300			0.5137			
	604	60400			0.5137			
	605	60500			0.5137	3.60		
		60588	3.84					
82	606	60600			0.5137			
	607	60700			0.5137			
	608	60800			0.5137			
	609	60900			0.5137			
	610	61000			0.5137			
	611	61100			0.5137			
	612	61200			0.5137			
	613	61300			0.5137	4.11		
	61336	3.84						
	614	61400			0.5137			
	615	61500			0.5137			
	616	61600			0.5137			

Current Unit of Measure - CCF - 748 Gallons per unit	New Unit of Measure - CGL - 100 Gallons per unit	Gallons of Usage	Current Rate per Unit of Measure - CCF	Total Charges per Range	CCF - CGL Matched Usage CCF Total Charge	Proposed Rate per Unit of Measure - CGL	Comparable Charge per CCF Unit	Comparable Total Charge per range	CCF - CGL Matched Usage CGL Total Charge
83	617	61700				0.5137			
	618	61800				0.5137			
	619	61900				0.5137			
	620	62000				0.5137	3.60		
		62084		3.84					
84	621	62100				0.5137			
	622	62200				0.5137			
	623	62300				0.5137			
	624	62400				0.5137			
	625	62500				0.5137			
	626	62600				0.5137			
	627	62700				0.5137			
	628	62800				0.5137	4.11		
		62832		3.84					
85	629	62900				0.5137			
	630	63000				0.5137			
	631	63100				0.5137			
	632	63200				0.5137			
	633	63300				0.5137			
	634	63400				0.5137			
	635	63500				0.5137	3.60		
		63580		3.84					
86	636	63600				0.5137			
	637	63700				0.5137			
	638	63800				0.5137			
	639	63900				0.5137			
	640	64000				0.5137			
	641	64100				0.5137			
	642	64200				0.5137			
	643	64300				0.5137	4.11		
		64328		3.84					
87	644	64400				0.5137			
	645	64500				0.5137			
	646	64600				0.5137			
	647	64700				0.5137			
	648	64800				0.5137			
	649	64900				0.5137			
	650	65000				0.5137	3.60		
		65076		3.84					
	651	65100				0.5137			
	652	65200				0.5137			

Current Unit of Measure - CCF - 748 Gallons per unit	New Unit of Measure - CGL - 100 Gallons of Usage	Current Rate per Unit of Measure - CCF	Total Charges per Range	CCF - CGL Matched Usage CCF Total Charge	Proposed Rate per Unit of Measure - CGL	Comparable Charge per CCF Unit	Comparable Total Charge per range	CCF - CGL Matched Usage CGL Total Charge
88	653	65300			0.5137			
	654	65400			0.5137			
	655	65500			0.5137			
	656	65600			0.5137			
	657	65700			0.5137			
	658	65800			0.5137	4.11		
	65824		3.84					
89	659	65900			0.5137			
	660	66000			0.5137			
	661	66100			0.5137			
	662	66200			0.5137			
	663	66300			0.5137			
	664	66400			0.5137			
	665	66500			0.5137	3.60		
	66572		3.84					
90	666	66600			0.5137			
	667	66700			0.5137			
	668	66800			0.5137			
	669	66900			0.5137			
	670	67000			0.5137			
	671	67100			0.5137			
	672	67200			0.5137			
	673	67300			0.5137	4.11		
	67320		3.84					
91	674	67400			0.5137			
	675	67500			0.5137			
	676	67600			0.5137			
	677	67700			0.5137			
	678	67800			0.5137			
	679	67900			0.5137			
	680	68000			0.5137	3.60		
	68068		3.84					
92	681	68100			0.5137			
	682	68200			0.5137			
	683	68300			0.5137			
	684	68400			0.5137			
	685	68500			0.5137			
	686	68600			0.5137			
	687	68700			0.5137			
	688	68800			0.5137	4.11		
	68816		3.84					

Current Unit of Measure - CCF - 748 Gallons per unit	New Unit of Measure - CGL - 100 Gallons of Usage	Current Rate per Unit of Measure - CCF	Total Charges per Range	CCF - CGL Matched Usage CCF Total Charge	Proposed Rate per Unit of Measure - CGL	Comparable Charge per CCF Unit	Comparable Total Charge per range	CCF - CGL Matched Usage CGL Total Charge
93	689	68900			0.5137			
	690	69000			0.5137			
	691	69100			0.5137			
	692	69200			0.5137			
	693	69300			0.5137			
	694	69400			0.5137			
	695	69500			0.5137	3.60		
	69564		3.84					
94	696	69600			0.5137			
	697	69700			0.5137			
	698	69800			0.5137			
	699	69900			0.5137			
	700	70000			0.5137			
	701	70100			0.5137			
	702	70200			0.5137			
703	70300			0.5137	4.11			
	70312		3.84					
95	704	70400			0.5137			
	705	70500			0.5137			
	706	70600			0.5137			
	707	70700			0.5137			
	708	70800			0.5137			
	709	70900			0.5137			
	710	71000			0.5137	3.60		
	71060		3.84					
96	711	71100			0.5137			
	712	71200			0.5137			
	713	71300			0.5137			
	714	71400			0.5137			
	715	71500			0.5137			
	716	71600			0.5137			
	717	71700			0.5137			
718	71800			0.5137	4.11			
	71808		3.84					
97	719	71900			0.5137			
	720	72000			0.5137			
	721	72100			0.5137			
	722	72200			0.5137			
	723	72300			0.5137			
	724	72400			0.5137			
	725	72500			0.5137	3.60		

Current Unit of Measure - CCF - 748 Gallons per unit	New Unit of Measure - CGL - 100 Gallons per unit	Current Rate per Unit of Measure - CCF	Current Total Charges per Range	CCF - CGL Matched Usage CCF Total Charge	Proposed Rate per Unit of Measure - CGL	Comparable Charge per CCF Unit	Comparable Total Charge per range	CCF - CGL Matched Usage CGL Total Charge
		72556	3.84					
98	726	72600			0.5137			
	727	72700			0.5137			
	728	72800			0.5137			
	729	72900			0.5137			
	730	73000			0.5137			
	731	73100			0.5137			
	732	73200			0.5137			
	733	73300			0.5137	4.11		
		73304	3.84					
99	734	73400			0.5137			
	735	73500			0.5137			
	736	73600			0.5137			
	737	73700			0.5137			
	738	73800			0.5137			
	739	73900			0.5137			
	740	74000			0.5137	3.60		
		74052	3.84	307.20			307.20	
100	741	74100			0.5000			
	742	74200			0.5000			
	743	74300			0.5000			
	744	74400			0.5000			
	745	74500			0.5000			
	746	74600			0.5000			
	747	74700			0.5000			
	748	74800	3.74		383.39	0.5000	4.00	383.39
101-125	749-935	93500	93.50		0.5000	93.50		
126-150	936-1122	112200	93.50		0.5000	93.50		
151-175	1123-1309	130900	93.50		0.5000	93.50		
176-200	1310-1496	149600	93.50		0.5000	93.50		
201-225	1497-1683	168300	93.50		0.5000	93.50		
226-250	1684-1870	187000	93.50		0.5000	93.50		
250-275	1871-2057	205700	93.50		0.5000	93.50		
276-300	2058-2244	224400	93.50		0.5000	93.50		
301-325	2245-2431	243100	93.50		0.5000	93.50		
326-350	2432-2618	261800	93.50		0.5000	93.50		
351-375	2619-2805	280500	93.50		0.5000	93.50		
376-400	2806-2992	299200	93.50		0.5000	93.50		
401-425	2993-3179	317900	93.50		0.5000	93.50		
426-450	3180-3366	336600	93.50		0.5000	93.50		
451-475	3367-3553	355300	93.50		0.5000	93.50		

Current Unit of Measure - CCF - 748 Gallons per unit	New Unit of Measure - CGL - 100 Gallons per unit	Current Rate per Unit of Measure - CCF	Total Charges per Range	CCF - CGL Matched Usage CCF Total Charge	Proposed Rate per Unit of Measure - CGL	Comparable Charge per CCF Unit	Comparable Total Charge per range	CCF - CGL Matched Usage CGL Total Charge
476-499	3554-3732	373200	89.76 1496.00		0.5000	89.50	1496.00	
500	3733-3740	374000	3.58	1879.39	0.4784	3.83	1879.39	
501-525	3741-3927	392700	89.50		0.4784	89.47		
526-550	3928-4114	411400	89.50		0.4784	89.47		
551-575	4115-4301	430100	89.50		0.4784	89.47		
576-600	4302-4488	448800	89.50		0.4784	89.47		
601-625	4489-4675	467500	89.50		0.4784	89.47		
626-650	4676-4862	486200	89.50		0.4784	89.47		
651-675	4862-5049	504900	89.50		0.4784	89.47		
676-700	5050-5236	523600	89.50 719.58	2598.97	0.4784	89.47	719.58	2598.97

Units 1-19 20-99 100-499 500 & up
 4.01 3.84 3.74 3.58

Proposed Changes

to

Section 38-3-1

Basic Charges for all users of City Sewer

ARTICLE III - USER CHARGES

38-3-1 BASIC CHARGES FOR ALL USERS OF CITY SEWERS.

(A) Rates and charges for the use and service of the sewage system of the City are hereby established. The owner, renter, or the management company of each lot, parcel of land or premises shall be liable to pay for the service on said lot, parcel of land or premises. Such charges and rates shall be made against any such lot, parcel of land or premises which may discharge sewage or industrial waste, either directly or indirectly, into said system or any part thereof. Such charges and rates shall be based upon the quantity of water used thereon or therein as such quantity may be measured by the water meter or meters of the Illinois American Water Company serving such lot, parcel of land or premises. Unless the City Treasurer or a designee determines that the City's interest is best served by sending a sewer bill to a renter, sewer bill shall be sent to the owner or management company of the lot, parcel of land or premises. The municipal fee for the collection of residential refuse also shall be provided via the same vehicle as the "sewer bill". The following rates shall be charged for sewer service to users of City sewers based upon metered water consumption:

(1) **Monthly Residential Billing**

(a) Effective for bills generated on or after May 1, 2016, a monthly minimum charge of \$7.50 will be applied to all bills. In addition to the minimum charge, unit rates will be added as prescribed below with a unit being 100 cubic feet.

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Units of Usage	1 – 3	<u>\$3.75</u> a unit
	4 – 16	<u>\$4.57</u> a unit
	17 – 33	<u>\$3.81</u> a unit
	34 and beyond	<u>\$3.75</u> a unit

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(b) Effective for bills generated on or after May 1st of each fiscal year from 2014/2015 to 2025/2026, for those accounts billing on the CCF unit of measure, the monthly minimum charges and unit rates will increase eight percent (8%) annually from the immediate preceding fiscal year's minimum charges and unit rates. On accounts whose usage is being reported on the CGL unit of measure refer to exhibit A-2 at the end of this article for the applicable rates.

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(c) Effective for bills generated on or after May 1st of each fiscal year from 2026/2027 to 2046/2047, for

those accounts billing on the CCF unit of measure, the monthly minimum charges and unit rates will increase one percent (1%) annually from the immediate preceding fiscal year's minimum charges and unit rates. On accounts whose usage is being reported on the CGL unit of measure refer to exhibit A-2 at the end of this article for the applicable rates.

- (d) When a lot, parcel of land or premises is connected to the City sewer system but is not metered by the Illinois American Water Company, the owner or the management company shall be charged in accordance with the Illinois Environmental Protection Agency (IEPA) consumption guidelines in place for the fiscal year the service is rendered – at 1½ times the current rate for City residents.
- (e) All sewer users not living within the City limits of Belleville will be charged at 1½ times the current rate.
(See Exhibit "A-1" and "A-2" at the end of this Article)

(2) Monthly Commercial Billing.

- (a) Effective for bills rendered on or after May 1, 2016, a monthly minimum charge of \$11.64 will be applied to all bills. In addition to the minimum charge, unit rates will be added as prescribed below with a unit being 100 cubic feet.

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Units of Usage	1 – 19	<u>\$4.01</u> a unit
	20 – 99	<u>\$3.84</u> a unit
	100 – 499	<u>\$3.74</u> a unit
	500 and beyond	<u>\$3.58</u> a unit

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- (b) Effective for bills generated on or after May 1st of each fiscal year from 2014/2015 to 2025/2026, for those accounts billing on the CCF unit of measure, the monthly minimum charges and unit rates will increase eight percent (8%) annually from the immediate preceding fiscal year's minimum charges and unit rates. On accounts whose usage is being reported on

the CGL unit of measure refer to exhibit B-2 at the end of this article for the applicable rates.

- (c) Effective for bills generated on or after May 1st of each fiscal year from 2026/2027 to 2046/2047, for those accounts billing on the CCF unit of measure, the monthly minimum charges and unit rates will increase one percent (1%) annually from the immediate preceding fiscal year's minimum charges and unit rates. On accounts whose usage is being reported on the CGL unit of measure refer to exhibit B-2 at the end of this article for the applicable rates.
- (d) When a lot, parcel of land or premises is connected to the City sewer system but is not metered by the Illinois American Water Company, the owner or the management company shall be charged in accordance with the Illinois Environmental Protection Agency (IEPA) consumption guidelines in place for the fiscal year the service is rendered – at 1 ½ times the current rate for City residents.
- (e) All sewer users not living within the City limits of Belleville will be charged at 1 ½ times the current rate.

(Ord. No. 7732; 12-02-13)

(See Exhibit "A-2" and "B-2" at the end of this Article)

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(B) Each meter shall be considered a separate billing unit in applying the above rates, provided, however, that in case a single enterprise located on contiguous property is served by more than one such water meter and the amount of water shown on each of the several meters shall in each case exceed 80,000 cubic feet or 598,400 CGL in any month, then the amount of water shown to have been consumed by such meters shall be totaled and the rates and charges shall be based upon the aggregate amount of water shown by all such meters.

(C) **Attorney's Fees.** In the event that rates and charges for the use and service of the sewage system of the City of Belleville are not paid by the owner, occupant or user of said lot, parcel of land or premises as provided for in **Section 38-3-1**, subparagraph (A)(1), and **Section 38-3-1**, subparagraph (A)(2), then the City shall be entitled to collect, in addition to the basic charges enumerated in this Section, reasonable attorney's fees and costs of collection. **(Ord. No. 5461; 09-05-95)**

(D) **Post Judgment Legal Work.** In addition to attorney's fees provided for in Subparagraph (C) above, in the event that the City of Belleville undertakes any legal work concerning the owner, occupant or user not paying rates and charges levied by the City of Belleville, and the City of Belleville incurs post judgment legal work, the City of Belleville shall be entitled to recover any and all attorney's fees and costs associated with post judgment legal work. **(Ord. No. 5493; 06-03-93)**

Residential Rate Structure - CCF (100 Cubic Feet)

Fiscal Year	Rate Increase	Base	1-3 Units	4-16 Units	17-33 Units	34 and Beyond Units
2013/14	8%	\$5.95	\$2.97	\$3.63	\$3.03	\$2.97
2014/15	8%	\$6.43	\$3.21	\$3.92	\$3.27	\$3.21
2015/16	8%	\$6.94	\$3.47	\$4.23	\$3.53	\$3.47
2016/17	8%	\$7.50	\$3.75	\$4.57	\$3.81	\$3.75
2017/18	8%	\$8.10	\$4.05	\$4.94	\$4.11	\$4.05
2018/19	8%	\$8.75	\$4.37	\$5.34	\$4.44	\$4.37
2019/20	8%	\$9.45	\$4.72	\$5.77	\$4.80	\$4.72
2020/21	8%	\$10.21	\$5.10	\$6.23	\$5.18	\$5.10
2021/22	8%	\$11.03	\$5.51	\$6.73	\$5.59	\$5.51
2022/23	8%	\$11.91	\$5.95	\$7.27	\$6.04	\$5.95
2023/24	8%	\$12.86	\$6.43	\$7.85	\$6.52	\$6.43
2024/25	8%	\$13.89	\$6.94	\$8.48	\$7.04	\$6.94
2025/26	8%	\$15.00	\$7.50	\$9.16	\$7.60	\$7.50
2026/27	1%	\$15.15	\$7.57	\$9.25	\$7.68	\$7.57
2027/28	1%	\$15.30	\$7.66	\$9.34	\$7.76	\$7.66
2028/29	1%	\$15.45	\$7.74	\$9.43	\$7.84	\$7.74
2029/30	1%	\$15.60	\$7.82	\$9.52	\$7.92	\$7.82
2030/31	1%	\$15.76	\$7.90	\$9.62	\$8.00	\$7.90
2031/32	1%	\$15.92	\$7.98	\$9.72	\$8.08	\$7.98
2032/33	1%	\$16.08	\$8.06	\$9.82	\$8.16	\$8.06
2033/34	1%	\$16.24	\$8.14	\$9.92	\$8.24	\$8.14
2034/35	1%	\$16.40	\$8.22	\$10.02	\$8.32	\$8.22
2035/36	1%	\$16.56	\$8.30	\$10.12	\$8.40	\$8.30
2036/37	1%	\$16.73	\$8.38	\$10.22	\$8.48	\$8.38
2037/38	1%	\$16.90	\$8.46	\$10.32	\$8.56	\$8.46
2038/39	1%	\$17.07	\$8.54	\$10.42	\$8.65	\$8.54
2039/40	1%	\$17.24	\$8.63	\$10.52	\$8.74	\$8.63
2040/41	1%	\$17.41	\$8.72	\$10.63	\$8.83	\$8.72
2041/42	1%	\$17.58	\$8.81	\$10.74	\$8.92	\$8.81
2042/43	1%	\$17.76	\$8.90	\$10.85	\$9.01	\$8.90
2043/44	1%	\$17.94	\$8.99	\$10.96	\$9.10	\$8.99
2044/45	1%	\$18.12	\$9.08	\$11.07	\$9.19	\$9.08
2045/46	1%	\$18.30	\$9.17	\$11.18	\$9.28	\$9.17
2046/47	1%	\$18.48	\$9.26	\$11.29	\$9.37	\$9.26

Residential Rate Structure - CGL (100 Gallons)

Fiscal Year	Rate Increase	Base	1-22 Units	23-119 Units	120-246 Units	247 and Beyond Units
2013/14	8%					
2014/15	8%					
2015/16	8%					
2016/17	8%	\$7.50	0.5114	0.6125	0.5100	0.4980
2017/18	8%	\$8.10	0.5523	0.6621	0.5502	0.5379
2018/19	8%	\$8.75	0.5959	0.7157	0.5943	0.5804
2019/20	8%	\$9.45	0.6436	0.7733	0.6425	0.6269
2020/21	8%	\$10.21	0.6955	0.8349	0.6934	0.6773
2021/22	8%	\$11.03	0.7514	0.9020	0.7483	0.7318
2022/23	8%	\$11.91	0.8114	0.9743	0.8085	0.7902
2023/24	8%	\$12.86	0.8768	1.0521	0.8728	0.8540
2024/25	8%	\$13.89	0.9464	1.1365	0.9424	0.9217
2025/26	8%	\$15.00	1.0227	1.2276	1.0173	0.9961
2026/27	1%	\$15.15	1.0336	1.2397	1.0280	1.0067
2027/28	1%	\$15.30	1.0445	1.2518	1.0387	1.0173
2028/29	1%	\$15.45	1.0555	1.2638	1.0494	1.0280
2029/30	1%	\$15.60	1.0664	1.2759	1.0602	1.0386
2030/31	1%	\$15.76	1.0773	1.2893	1.0709	1.0492
2031/32	1%	\$15.92	1.0882	1.3027	1.0816	1.0598
2032/33	1%	\$16.08	1.0991	1.3161	1.0923	1.0705
2033/34	1%	\$16.24	1.1100	1.3295	1.1030	1.0811
2034/35	1%	\$16.40	1.1209	1.3429	1.1137	1.0917
2035/36	1%	\$16.56	1.1318	1.3563	1.1244	1.1023
2036/37	1%	\$16.73	1.1427	1.3697	1.1351	1.1130
2037/38	1%	\$16.90	1.1536	1.3831	1.1458	1.1236
2038/39	1%	\$17.07	1.1645	1.3965	1.1579	1.1342
2039/40	1%	\$17.24	1.1768	1.4099	1.1699	1.1462
2040/41	1%	\$17.41	1.1891	1.4246	1.1820	1.1581
2041/42	1%	\$17.58	1.2014	1.4394	1.1940	1.1701
2042/43	1%	\$17.76	1.2136	1.4541	1.2061	1.1820
2043/44	1%	\$17.94	1.2259	1.4689	1.2181	1.1940
2044/45	1%	\$18.12	1.2382	1.4836	1.2302	1.2059
2045/46	1%	\$18.30	1.2505	1.4984	1.2422	1.2179
2046/47	1%	\$18.48	1.2627	1.5131	1.2543	1.2298

Commercial Rate Structure - CCF (100 Cubic Feet)

Fiscal Year	Rate Increase	Base	1-3 Units	4-16 Units	17-33 Units	34 and Beyond Units
2013/14	8%	\$9.24	\$3.18	\$3.05	\$2.97	\$2.84
2014/15	8%	\$9.98	\$3.43	\$3.29	\$3.21	\$3.07
2015/16	8%	\$10.78	\$3.71	\$3.56	\$3.46	\$3.31
2016/17	8%	\$11.64	\$4.01	\$3.84	\$3.74	\$3.58
2017/18	8%	\$12.57	\$4.33	\$4.15	\$4.04	\$3.86
2018/19	8%	\$13.58	\$4.67	\$4.48	\$4.36	\$4.17
2019/20	8%	\$14.66	\$5.05	\$4.84	\$4.71	\$4.51
2020/21	8%	\$15.84	\$5.45	\$5.23	\$5.09	\$4.87
2021/22	8%	\$17.10	\$5.89	\$5.65	\$5.50	\$5.26
2022/23	8%	\$18.47	\$6.36	\$6.10	\$5.94	\$5.68
2023/24	8%	\$19.95	\$6.87	\$6.58	\$6.41	\$6.13
2024/25	8%	\$21.54	\$7.41	\$7.11	\$6.92	\$6.62
2025/26	8%	\$23.27	\$8.01	\$7.68	\$7.48	\$7.15
2026/27	1%	\$23.50	\$8.09	\$7.76	\$7.55	\$7.22
2027/28	1%	\$23.74	\$8.17	\$7.83	\$7.63	\$7.30
2028/29	1%	\$23.97	\$8.25	\$7.91	\$7.71	\$7.37
2029/30	1%	\$24.21	\$8.33	\$7.99	\$7.78	\$7.44
2030/31	1%	\$24.45	\$8.42	\$8.07	\$7.86	\$7.52
2031/32	1%	\$24.70	\$8.50	\$8.15	\$7.94	\$7.59
2032/33	1%	\$24.95	\$8.59	\$8.23	\$8.02	\$7.67
2033/34	1%	\$25.20	\$8.67	\$8.32	\$8.10	\$7.74
2034/35	1%	\$25.45	\$8.76	\$8.40	\$8.18	\$7.82
2035/36	1%	\$25.70	\$8.85	\$8.48	\$8.26	\$7.90
2036/37	1%	\$25.96	\$8.93	\$8.57	\$8.34	\$7.98
2037/38	1%	\$26.22	\$9.02	\$8.65	\$8.43	\$8.06
2038/39	1%	\$26.48	\$9.11	\$8.74	\$8.51	\$8.14
2039/40	1%	\$26.75	\$9.20	\$8.83	\$8.60	\$8.22
2040/41	1%	\$27.01	\$9.30	\$8.92	\$8.68	\$8.30
2041/42	1%	\$27.28	\$9.39	\$9.01	\$8.77	\$8.39
2042/43	1%	\$27.56	\$9.48	\$9.10	\$8.86	\$8.47
2043/44	1%	\$27.83	\$9.58	\$9.19	\$8.95	\$8.55
2044/45	1%	\$28.11	\$9.67	\$9.28	\$9.04	\$8.64
2045/46	1%	\$28.39	\$9.77	\$9.37	\$9.13	\$8.73
2046/47	1%	\$28.68	\$9.87	\$9.47	\$9.22	\$8.81

Commercial Rate Structure - CGL (100 Gallons)

Fiscal Year	Rate Increase	Base	1-142 Units	143-740 Units	741-3739 Units	3740 and Beyond Units
2013/14	8%					
2014/15	8%					
2015/16	8%					
2016/17	8%	\$11.64	0.5365	0.5137	0.5000	0.4784
2017/18	8%	\$12.57	0.5794	0.5552	0.5401	0.5159
2018/19	8%	\$13.58	0.6249	0.5993	0.5829	0.5573
2019/20	8%	\$14.66	0.6757	0.6475	0.6297	0.6027
2020/21	8%	\$15.84	0.7292	0.6997	0.6805	0.6508
2021/22	8%	\$17.10	0.7881	0.7559	0.7353	0.7030
2022/23	8%	\$18.47	0.8510	0.8161	0.7941	0.7591
2023/24	8%	\$19.95	0.9192	0.8803	0.8570	0.8192
2024/25	8%	\$21.54	0.9915	0.9512	0.9251	0.8847
2025/26	8%	\$23.27	1.0718	1.0274	1.0000	0.9556
2026/27	1%	\$23.50	1.0825	1.0381	1.0094	0.9649
2027/28	1%	\$23.74	1.0932	1.0475	1.0201	0.9756
2028/29	1%	\$23.97	1.1039	1.0582	1.0307	0.9850
2029/30	1%	\$24.21	1.1146	1.0689	1.0401	0.9943
2030/31	1%	\$24.45	1.1266	1.0796	1.0508	1.0050
2031/32	1%	\$24.70	1.1373	1.0903	1.0615	1.0144
2032/33	1%	\$24.95	1.1494	1.1010	1.0722	1.0250
2033/34	1%	\$25.20	1.1601	1.1130	1.0829	1.0344
2034/35	1%	\$25.45	1.1721	1.1237	1.0936	1.0451
2035/36	1%	\$25.70	1.1842	1.1344	1.1043	1.0558
2036/37	1%	\$25.96	1.1949	1.1465	1.1150	1.0665
2037/38	1%	\$26.22	1.2069	1.1572	1.1270	1.0772
2038/39	1%	\$26.48	1.2189	1.1692	1.1377	1.0879
2039/40	1%	\$26.75	1.2310	1.1813	1.1497	1.0986
2040/41	1%	\$27.01	1.2444	1.1933	1.1604	1.1092
2041/42	1%	\$27.28	1.2564	1.2054	1.1725	1.1213
2042/43	1%	\$27.56	1.2685	1.2174	1.1845	1.1320
2043/44	1%	\$27.83	1.2818	1.2294	1.1965	1.1427
2044/45	1%	\$28.11	1.2939	1.2415	1.2086	1.1547
2045/46	1%	\$28.39	1.3073	1.2535	1.2206	1.1667
2046/47	1%	\$28.68	1.3206	1.2669	1.2326	1.1774

Proposed Changes

To

Section 38-3-3

Meter Deduction

38-3-3 METER DEDUCTION. Users who, at their own expense, install a meter which measures water not entering the sanitary sewer system shall be eligible for deduction of that water use throughout the year.

(A) Any such meter shall be of approved design, shall be registered with the City Treasurer prior to use, and shall be used only by the user to whom it is registered and at the service location to which it is assigned. **(Ord. No. 4945; 04-06-92)**

(B) Thereafter, the user shall bring said meter to the City Treasurer's office in October of each year where it may be read and those readings utilized to determine any meter usage since the previous reading. **(Ord. No. 4945; 04-06-92)**

(C) The City Treasurer shall then credit the user's sewer account by subtracting the previous reading from the current reading as taken from the meter and multiplying the difference by the sewer charge and then deducting **one hundred percent (100%)** of that product from the next quarterly billing. **(Ord. No. 4945; 04-06-92)**

(D) The City Treasurer shall have authority over the installation of the meters used for deduction and from time to time may test the accuracy of said meters. Any necessary repairs to such meters shall be at users expense. **(Ord. No. 4945; 04-06-92)**

(E) No deductions shall be granted for users of the sewer system who are delinquent in their payments to the City for such service. **(Ord. No. 4996; 09-21-92)**

(F) The Treasurer and/or his designee may make adjustments downward in readings of water usage for sewer billing when there is evidence of a water leak; extensive watering of grass, flowers, shrubs and/or trees; and filling and maintaining a swimming pool. The City's "history" of water usage may be used to substantiate adjustments. "Extensive" is defined as three (3) or more units of ~~CCF usage or twenty two (22) units of CGL usage~~, beyond what the "history" shows to be the norm, and a "CCF unit" is ~~748 gallons and a "CGL unit" is 100 gallons~~. Further, three (3) units of ~~CCF usage or twenty two (22) units of CGL usage~~ beyond a customer's typical usage during only one billing cycle will qualify for an adjustment. When there is sufficient history, adjustments shall be made by averaging the water usage for a minimum of three months before the abnormal usage, and then using that average for figuring the monthly bill(s). When there is insufficient history, the norm for billing may be established by using either the water consumption of the months immediately following the period for a requested adjustment or the Environmental Protection Agency's rule of thumb that each individual in a household will use ~~2992~~ gallons of water a month, i.e., four (4) units.

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Adjustments due to water leaks will be made when proof that a leak has been repaired is received.

The period of time for "extensive" watering of grass, flowers, shrubs and trees and the filling and maintaining of swimming pools is defined as from May through September, and although requests for adjustments may be made at any time, only one adjustment per year will be made - - usually in October.

Individuals who currently have Deduction Meters are encouraged to continue to use them. This especially applies to those who have sprinkler systems.

Decisions made by Sewer Collection Department personnel may be appealed to the City Treasurer. The City Treasurer's decisions are NOT subject to appeal. **(Ord. No. 7633; 10-15-2012)**

Meter Changeout

Script

Current script read to account holders

We apologize for the confusion regarding the meter readings and usage billed stated on your sewer bill. In May, Illinois American Water began replacing water meters at properties in Belleville. The original meters recorded water usage in 100 cubic feet representing 748 gallons. The new meters now report usage in 100 gallons. We have made the necessary adjustments to our billing software to ensure proper billing of usage for those residents affected. At this time we are currently billing based on 100 cubic feet and therefore the reported number of units charged on your sewer bill will not match the usage stated on your water bill. We are working diligently to amend our current billing rates so you can continue comparing your reported water usage to your sewer usage.

Proposed script if ordinance is passed

We apologize for the confusion regarding the change in your meter readings and usage billed stated on your sewer bill. In May, Illinois American Water began replacing water meters at properties in Belleville. The original meters recorded water usage in 100 cubic feet representing 748 gallons. The new meters now report usage in 100 gallons. We have made the necessary adjustments to our billing software to ensure proper billing of usage for those residents affected. We recommend that you compare the meter readings between your water bill and sewer bill to ensure they match.

SYS DATE:07/12/16

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

SYS TIME:16:17

DATE: 07/18/16

[NCS]

PAGE 9

VENDOR #	NAME	DEPT.	AMOUNT
=====			
13	MOTOR FUEL TAX FUND		
666	MACLAIR ASPHALT COMPANY	13-00	1,804.35
759	BELLEVILLE NEWS DEMOCRAT	13-00	279.66
EL001	ELECTRICO, INC.	13-00	469.24
FO033	FOURNIE CONTRACTING COMPANY, INC	13-00	11,762.08
	**TOTAL		----- 14,315.33
13	MOTOR FUEL TAX FUND	GRAND TOTAL	14,315.33

REDEVELOPMENT AGREEMENT

Dated as of _____, 2016

by and between

CITY OF BELLEVILLE, ILLINOIS

and

SONOMACAP RE FUND II, LLC

relating to:

MARKETPLACE REDEVELOPMENT PROJECT

CITY OF BELLEVILLE, ILLINOIS

REDEVELOPMENT AGREEMENT

THIS REDEVELOPMENT AGREEMENT (the “Agreement”) is made and entered into as of _____, 2016, by and among the **CITY OF BELLEVILLE, ILLINOIS** (the “City”), an incorporated municipality of the State of Illinois, and **SONOMACAP RE FUND II, LLC**, an Illinois limited liability company (the “Developer”).

RECITALS

1. The City believes that the redevelopment of the Business District and Tax Increment Financing Area is in the vital and best interests of the City and the health, safety, morals and welfare of its residents, and in accordance with the public purposes and provisions of the applicable federal, state, and local laws.

2. The City has determined that the Developer possesses the experience and qualifications to undertake the Redevelopment Project (as hereinafter defined).

3. In order to induce the Developer to undertake the Redevelopment Project, the City desires to pledge and expend Business District Revenues and Tax Increment Financing Revenues (as hereinafter defined) to facilitate the financing of the Redevelopment Project.

4. Pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 through 65 ILCS 5/11-74.4-11 of the Illinois Compiled Statutes, as amended (the “TIF Act”), the City Council, by Ordinance No. ~~_____4352~~ adopted on ~~_____~~, December 30, 1986, and amended by Ordinance No. ~~_____6628~~ adopted on ~~_____~~, March 17, 2004, adopted and approved a redevelopment plan entitled “TIF III Redevelopment Plan and Project” ~~dated _____~~ (the “Redevelopment Plan”) and designated as the “TIF III Redevelopment Project Area” a certain portion of the City described therein (the “Redevelopment Project Area”).

5. Pursuant to the Business District Act, 65 ILCS 5/11-74.3 et seq. (the “Business District Act”), the City Council, by Ordinance No. ~~7969~~ adopted on ~~_____~~, July 18, 2016, adopted and approved a redevelopment plan entitled “6401 West Main Marketplace Redevelopment Plan and Project” dated ~~_____~~ June 1, 2016 (the “BD Redevelopment Plan”) and designated as the “6401 West Main Marketplace Redevelopment Project Area” a certain portion of the City described therein (the “redevelopment Project Area”).

6. The Developer has determined that the Redevelopment Project is not economically feasible using traditional development financing and is unwilling to undertake the Redevelopment Project and pay costs connected with the Redevelopment Project unless the City agrees that the Business District Revenues (as hereinafter defined) and Tax Increment Financing Revenues (as hereinafter defined) will be used to pay for the costs incurred by the Developer in completing the Redevelopment Project.

7. The Corporate Authorities hereby determine that the adoption of the Business District Plan, the implementation of the Redevelopment Project and the fulfillment, generally, of this Agreement are in the best interests of the City, and the health, safety, morals and welfare of its residents, and in accord with the public purposes specified in the Business District Plan.

8. Pursuant to provisions of both the Business District Act and TIF Act, the City is authorized to enter into this Agreement and to pledge the Business District and Tax Increment Financing Revenues to the Developer as a means of assisting in financing of the Redevelopment Project.

AGREEMENT

Now, therefore, in consideration of the premises and promises contained herein and other good and valuable consideration, the adequacy and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I.

DEFINITIONS AND FINDINGS

1.1. Definitions. As used in this Agreement, the following words and terms shall have the following meanings:

“Acts” means, collectively, the Illinois Municipal Code and the Business District Act, all as supplemented and amended.

“Agreement” means this Redevelopment Agreement, as the same may be from time to time modified, amended or supplemented in writing by the parties hereto.

“Authorized City Representative” means the Mayor of the City, or such other Person at the time designated to act on behalf of the City.

“Business Day” means a day which is not a Saturday, Sunday or any other day on which banking institutions in the City are required or authorized to close.

“Business District” means a district within the City created pursuant to the Business District Act and consisting of the area of the Business District Area.

“Business District Area” means the area of the City legally described in **Exhibit A** attached hereto and incorporated by reference herein.

“Business District Act” means the Business District Development and Redevelopment Act, 65 ILCS 5/11-74.3 et seq.

“Business District Revenues” means all tax revenues received by the City from the retailers’ occupation tax and service occupation tax and the hotel operators’ occupation tax levied by the City within the Business District, the rate of such tax shall be such rate permitted by law and as designated by the Developer from time to time.

“Business District Tax Allocation Fund” means the fund to be created and maintained by the City pursuant to the Business District Act in to which are to be deposited the Business District Revenues.

“Certificate of Substantial Completion” means a document substantially in the form of **Exhibit E** attached hereto, issued by the Developer to the City in accordance with this Agreement and evidencing the Developer’s substantial completion of the Redevelopment Project.

“Certification of Reimbursable Redevelopment Project Costs” means a document, substantially in the form of **Exhibit F** attached hereto, provided by the Developer to the City evidencing Reimbursable Redevelopment Project Costs incurred by the Developer.

“City” means the City of Belleville, Illinois, a municipal corporation and political subdivision of the State

“Code” means the Internal Revenue Code of 1986, as amended, and the applicable regulations, temporary regulations and proposed regulations thereunder.

“Concept Site Plan” means the site development plan attached hereto as **Exhibit C** and incorporated herein by this reference, which depicts the conceptual program for the Work and the Redevelopment Project, which is in accordance with the Business District Plan, and which shall be subject to change from time to time in accordance with the provisions of **Sections 3.6.2** hereof and provided that the site plan approved by the City pursuant to its zoning ordinance or any other approval process with the City, shall constitute the Concept Site Plan for the purposes of this Agreement, to the extent of any changes from the original Concept Site Plan attached hereto.

“Construction Plans” means plans, drawings, specifications and related documents, and construction schedules for the construction of the Work, together with all supplements, amendments or corrections, submitted by the Developer and approved by the City in accordance with this Agreement.

“Corporate Authorities” means the corporate authorities of the City.

“Developer” means SonomaCap RE Fund II, LLC, an Illinois limited liability company and its permitted successors and assigns.

“Governmental Approvals” means all plat approvals, re-zoning or other zoning changes, site plan approvals, conditional use permits, variances, building permits, or other subdivision, zoning, or similar approvals required for the implementation of the Redevelopment Project and the Work and consistent with the Business District Plan, the Concept Site Plan and this Agreement.

“Mayor” means the Mayor of the City or his/her duly authorized agent.

“Person” means any natural person, firm, partnership, association, corporation, limited liability company or public body.

“Pledged Revenues” means the Business District Revenues pledged to the Developer pursuant to the terms of this Agreement.

“Property” means that portion of the real property within or around the Tax Increment Financing District III and Business District Area (including but not limited to all options held by third parties, fee interests, leasehold interests, tenant-in-common interests and such other like or similar interests) and existing improvements in or around the Tax Increment Financing District III and Business District Area, excluding public rights-of-way, as the Developer deems reasonably necessary for the implementation of the Redevelopment Project and the Work.

“Redevelopment Project” means the Redevelopment Project for the Business District and Tax Increment Financing District III Area described on the Concept Site Plan, subject to change from time to time in accordance with the provisions hereof.

“Redevelopment Project Costs” means all reasonable or necessary costs actually incurred in performing the Work and any such costs incidental to the Business District Plan or the Redevelopment Project. Such costs include, but are not limited to, the following: (a) costs of all due diligence permitted hereunder, including studies, surveys, plans, reports, tests and specifications; (b) professional service costs, including, but not limited to, architectural, engineering, legal, marketing, financial, planning or special services; (c) costs of demolition of buildings and the clearing and grading of land; (d) costs of rehabilitation, reconstruction, or repair or remodeling of existing buildings and fixtures; (e) costs of construction of public works or improvements; (f) all or a portion of a taxing district’s capital costs resulting from the Redevelopment Project necessarily incurred or to be incurred in furtherance of the objectives of the Business District Plan and the Redevelopment Project, to the extent the City by written agreement accepts and approves such costs; (g) payments in lieu of taxes; and (h) all other costs authorized for reimbursement pursuant to the Business District and the Acts.

“Reimbursable Redevelopment Project Costs” means those Redevelopment Project Costs that are reimbursable under **Article V** hereof, as described in **Exhibit G** attached hereto.

“Related Party” means any party related to the Developer by one of the relationships described in Section 267(b) of the United States Internal Revenue Code of 1986, as amended.

~~**“School District Incremental Property Taxes”** means that certain amount transferred from the real estate property tax increment from the Redevelopment Project Area by the City to the Belleville _____ School District # _____ (“School District”), pursuant to that certain Intergovernmental Agreement by and between the City and the School District, dated _____, _____.~~

Comment [E1]: Not applicable as TIF is already established and City has an existing agreements with school districts on shared TIF revenues.

“State” means the State of Illinois.

“Taxing District” means any political subdivision of the State having the power to levy ad valorem property taxes within the Business District Area.

“TIF Project Costs” means all reasonable or necessary costs actually incurred in performing the Developer Project and specifically defined under the term redevelopment costs” in the TIF Ace and as further set forth on Exhibit G attached hereto.

“TIF Revenues” means all tax increment financing revenues generated within the Developer Project Area, reduced by the School District Incremental Property Taxes, which shall

be deposited into the Special Allocation Fund in accordance with the Redevelopment Plan and TIF Act.

“**Work**” means all work necessary to prepare the Property and to construct the Redevelopment Project, including but not limited to: (1) construction of the public improvements, (2) storm sewers, stormwater control, detention facilities and other infrastructure improvements required by the U.S. Army Corps of Engineers, IEPA, IDNR, St. Clair County, the City or any other entity in order to obtain all necessary approvals and permits, (3) water mains, and (4) construction, reconstruction and/or relocation of other utilities, including the burying or relocation of electrical lines in accordance with the City’s municipal code; (5) demolition and removal of any existing buildings and improvements located on the Property and clearing and grading of the Property; (6) construction of retaining structures and wetland mitigation; (7) construction and/or rehabilitation of the commercial buildings and structures, and parking fields, and screening and site landscaping on the Property, as described in the Redevelopment Proposal and as modified from time to time in accordance with the Concept Site Plan; (8) environmental remediation with respect to the Property; and (9) all other Work described in the Redevelopment Proposal, as modified by the Concept Site Plan, or reasonably necessary to effectuate the intent of this Agreement.

1.2 Business District Act. The City agrees to make all requisite filings and to otherwise take any and all action required to impose and enforce the one percent (1%) retailers occupation and service occupation tax and the hotel operator’s occupation tax.

**ARTICLE II.
ACCEPTANCE OF PROPOSAL**

2.1 Developer Designation. The City hereby selects the Developer and grants to the Developer the exclusive right to perform the Work in accordance with the Concept Site Plan, this Agreement and all Governmental Approvals.

2.2 Developer Advance of Funds. Except as provided herein, the Developer agrees to advance all Redevelopment Project Costs as necessary to complete the Work, all subject to the provisions hereof.

2.3 Reimbursable Redevelopment Project Costs. All sums advanced by the Developer under this Article II shall constitute Reimbursable Redevelopment Project Costs to be reimbursed to the Developer from the proceeds of existing Tax Increment Financing III Special Tax Allocation Fund and Business District Revenues, to the extent permitted by law.

ARTICLE III.

SCHEDULE; CONSTRUCTION OF REDEVELOPMENT PROJECT; CITY APPROVALS

3.1. Compliance With State and Local Laws. The Developer's performance pursuant to this Agreement shall be in compliance with applicable state and local laws. The Construction Plans, construction practices and procedures with respect to the Work, and construction contracts shall be in conformity with all applicable state and local laws, ordinances and regulations.

3.2. Project and Construction Schedule. The Developer shall commence and complete each of its obligations under this Agreement with respect to the construction and completion of the Work, and the Redevelopment Project, including the Redevelopment Project, in accordance with the following schedule:

<u>Activity</u>	<u>Time for Performance</u>
Developer shall have acquired the property and filed all documents required for site plan approval	No later than 30 days following the date of this Agreement
Developer shall cause to have commenced construction of the Work	Within 60 days after the date of this Agreement
Developer shall have achieved or caused Substantial Completion and submitted a Certificate of Substantial Completion, with respect thereto, that is accepted by the City	Within six (6) months after the date of this Agreement

3.3. Developer to Construct the Redevelopment Project. The Developer shall cause completion of all of the Work in accordance with the schedule set forth in **Section 3.2.**

3.4. Governmental Approvals; Extensions of Time. The City agrees to cooperate with the Developer and to process and timely consider all applications for the Governmental Approvals as received, including timely rezoning and subdivision of the Property, all in accordance with the applicable City ordinances and laws of the State of Illinois. Notwithstanding any provision of this Agreement to the contrary, the Developer may, upon reasonable cause shown by the Developer, request the Mayor or his designee to extend or waive times for performance. The Mayor or his designee may, but is not required to, consent to such extensions or waivers without further action by the Corporate Authorities.

3.5. Concept Site Plan.

3.5.1. Approval of Concept Site Plan. The Concept Site Plan is hereby approved.

3.5.2. Changes. During the progress of the Work, the Developer may make changes to the Concept Site Plan or any aspect thereof as site conditions or other issues of feasibility may dictate or as may be necessary or desirable in the sole determination of the Developer to enhance the economic viability of the Redevelopment Project as may be in furtherance of the general objectives of the Redevelopment Plan; provided, however, that the Developer may not make any Material Changes to the Concept Site Plan without the advance written consent of the City. For purposes of this Section, "Material Change" shall mean any change that could reasonably be expected to result in a decrease in the aggregate amount of Pledged Revenues generated by the respective Phase of the Redevelopment Project to an amount less than 85% of the aggregate amount of projected Project Revenues, as set forth on **Exhibit B** hereto.

3.5.3. Outdoor Seating. The City agrees that the Developer is permitted to construct outdoor seating on the property so long as the parking ratios as outlined in the City's Development Code are met.

3.6. Construction Plans.

3.6.1. Standards. The Construction Plans shall be prepared by a professional engineer or architect licensed to practice in the State of Illinois and the Construction Plans and all construction practices and procedures with respect to the Work shall be in conformity with all applicable state and local laws, ordinances and regulations. The Developer shall submit Construction Plans for approval by the City in sufficient time so as to allow for review of the plans in accordance with applicable City ordinances and procedures and in accordance with the schedule set forth in **Sections 3.2 and 3.4**. The plans shall be in sufficient completeness and detail to show that construction will be in conformance with the Concept Site Plan, the Redevelopment Plan and this Agreement.

3.6.2. Changes. During the progress of the Work the Developer may make such reasonable changes, including, without limitation, modification of the construction schedule, including dates of commencement and completion, modification of the areas in which the Work is to be performed, relocation, expansion or deletion of items, revisions to the areas and scope of Work, and any and all such other changes as site conditions or orderly development may dictate or as may be required to meet any reasonable requests of prospective tenants, residential or commercial developers, or purchasers of any real property located within the Business District Area or as may be necessary or desirable, in the sole determination of the Developer, to enhance the economic viability of the Redevelopment Project or the Redevelopment Project and as may be in furtherance of the general objectives of the Redevelopment Plan; provided that (i) the Developer shall obtain all necessary approvals and comply with all laws, regulations and ordinances of the City and (ii) the Developer shall obtain the City's advance written consent to any Material Change.

3.6.3. Certificate of Substantial Completion. Promptly after the Developer achieves Substantial Completion in accordance with the provisions of this Agreement, the Developer will furnish to the City a Certificate of Substantial Completion so certifying. The City shall, within 30 days following delivery of the Certificate of Substantial Completion, carry out such inspections as are reasonable and necessary to verify to its reasonable satisfaction the accuracy of the certifications contained in the Certificate of Substantial Completion. The

Certificate of Substantial Completion shall be deemed accepted by the City unless, prior to the end of such 30-day period after delivery to the City of the Certificate of Substantial Completion, the City furnishes the Developer with specific written objections describing such objections and the measures required to correct such objections in reasonable detail. Upon acceptance of the Certificate of Substantial Completion by the City or upon the lapse of 30 days after delivery thereof to the City without any written objections thereto, the Developer may record the Certificate of Substantial Completion with the St. Clair County Recorder, and the same shall constitute evidence of the satisfaction of the Developer's agreements and covenants to perform all Work with respect to the Redevelopment Project. The Certificate of Substantial Completion shall be in substantially the form attached as **Exhibit E** hereto and incorporated by referenced herein.

ARTICLE IV.

REIMBURSEMENT OF DEVELOPER COSTS

4.1. City's Obligation to Reimburse Developer. The City agrees to reimburse the Developer for the verified Reimbursable Redevelopment Project Costs of the Redevelopment Project in the amounts and as set forth on **Exhibit G**, through the direct payment to the Developer. Notwithstanding the reimbursement to the Developer of 100% of the Business District Revenues, the amount reimbursed to the Developer from the Business District Revenues and the TIF Revenues, shall not exceed the sum of Two Million Four Hundred Ninety-Five Thousand Dollars (\$2,495,000.00) in the aggregate. The City hereby pledges the Pledged Revenues to the reimbursement of costs incurred by the Developer. At such time that the total reimbursement for the verified Reimbursable Redevelopment Project Costs and TIF Project Costs, totals Two Million Four Hundred Ninety-Five Thousand Dollars (\$2,495,000.00), in the aggregate, the City shall cease further reimbursements and the City shall be released from any further reimbursements pursuant to this Agreement.

4.2 City's Obligation to Provide Initial Grant Assistance. The City agrees to provide the Developer with a TIF Grant prior to the generation of any TIF Revenues. The TIF Grant shall be in the amount of \$275,000 and shall be paid in accordance with this Article.

4.3 Grant Payment Limited to TIF Project Costs. The TIF Grant shall only be paid after the Developer has incurred TIF Project Costs in an amount no less than \$275,000.00. The Developer shall provide itemized invoices, receipts, or other information, if any, requested by the City to confirm that any such cost is so incurred and does so qualify. Each such request shall be accompanied by a certification by the Developer that such costs are eligible for reimbursement under the Acts. The parties agree that each of the categories of costs set forth in Exhibit G attached hereto constitute TIF Project Costs which are eligible for reimbursement in accordance with the Acts and this Agreement. If the City determines that any cost identified as a TIF Project Cost is not reimbursable under the Acts, the City shall notify the Developer in writing within 30-days following receipt of a Certification of TIF Reimbursable Project Costs, identifying the ineligible costs and the basis for determining the cost to be ineligible, whereupon the Developer shall have the right to identify and substitute other costs as TIF Project Costs with a supplemental application for payment.

4.4 Disbursement of TIF Grant. The TIF Grant shall not be disbursed to the

Developer until such time that the Developer has advanced, and incurred, Redevelopment Project Costs in excess of \$1,000,000. The Developer shall provide itemized invoices, receipts or other information, if any, requested by the City to confirm that any such cost is so incurred and does so qualify.

4.5 Personal Guaranty for Grant Repayment. At the time of execution of this Agreement, R. Adam Hill shall execute a personal guaranty in substantially the same form and substance as the personal guaranty attached hereto as Exhibit H. The personal guaranty shall require that R. Adam Hill to repay the grant assistance in the event that either acquisition and property improvements during the first 12 months are less than \$1,425,000 and/or a reduction of the base sales tax revenues to the City has been reduced by 10% for a period of twelve (12) months. The base sales tax revenues as contemplated in this section shall be calculated by averaging the first three months of sales tax revenues, after Business District Sales Tax Revenue collection begins, to the City and then multiply this number by 12 months.

4.6 Reimbursements Limited to Reimbursable Redevelopment Project Costs; Developer's Right to Substitute. Nothing in this Agreement shall obligate the City to reimburse the Developer for any cost that is not incurred pursuant to the Acts or that does not qualify as reimbursable from the Pledged Revenues pursuant to the Acts. The Developer shall provide itemized invoices, receipts or other information, if any, requested by the City to confirm that any such cost is so incurred and does so qualify. Each such request shall be accompanied by a certification by the Developer that such cost is eligible for reimbursement under the Acts. The parties agree that each of the categories of costs set forth in **Exhibit G** attached hereto constitute Reimbursable Redevelopment Project Costs which are eligible for reimbursement in accordance with the Acts and this Agreement. The Developer shall not be limited in reimbursement to the amounts shown for each such category but shall be entitled to reimbursement for Redevelopment Project Costs from any of the categories set forth on **Exhibit G**, without regard to the maximum amounts set forth for each category. If the City determines that any cost identified as a Reimbursable Redevelopment Project Cost is not reimbursable under the Acts, the City shall so notify the Developer in writing within the 30-days following receipt of a Certification of Reimbursable Redevelopment Project Costs, identifying the ineligible cost and the basis for determining the cost to be ineligible, whereupon the Developer shall have the right to identify and substitute other Redevelopment Project Costs as Reimbursable Redevelopment Project Costs with a supplemental application for payment.

ARTICLE V.

FUNDS AND ACCOUNT; COLLECTION AND USE OF PLEDGED REVENUES

5.1. Creation of Funds and Other Funds and Accounts. The City agrees to cause its Treasurer or other financial officer to establish and maintain the Business District Tax Allocation Fund, including such further accounts or subaccounts as the Treasurer of the City may deem appropriate in connection with the administration of the Business District Tax Allocation Fund pursuant to this Agreement and deposit all Business District Revenues into the Business District Tax Allocation Fund.

5.2. Deposit and Application of Business District Revenues. The City has established the Business District Tax Allocation Fund in the custody of the City Treasurer pursuant to the provisions of the Business District Act and Ordinance Nos. ~~_____7947~~ and ~~_____~~ of the City. The City covenants and agrees to immediately deposit and hold all Business District Revenues in the Business District Tax Allocation Fund and apply such moneys as provided herein. On the last Business Day of each month the City shall transfer all Business District Revenues, minus \$100.00 to remain in the Business District Tax Allocation Fund, to the Developer in accordance with the terms of this Agreement.

5.3. Application of Business District Revenues. The City hereby agrees to apply the Business District Revenues and any taxes, fees or assessments subsequently enacted and imposed in substitution therefore in accordance therewith. Business District Revenues deposited in the Business District Sales Tax Allocation Fund shall be applied to the Developer for reimbursement for Reimbursable Redevelopment Project Costs incurred by the Developer pursuant to **Article V**.

ARTICLE VI.

GENERAL PROVISIONS

6.1. Developer's Right of Termination. At any time prior to any distribution of moneys from the City to the Developer, the Developer may, by giving written notice to the City, terminate this Agreement and the Developer's obligations hereunder if the Developer determines, in its sole discretion, that the Redevelopment Project is no longer economically feasible.

6.2. City's Right of Termination. The City may terminate this Agreement, at any time prior to the delivery of the Certificate of Substantial Completion, if:

6.2.1. the Developer materially defaults in or breaches any substantial provision of this Agreement and fails to cure such default or breach pursuant to the provisions hereof; or

6.2.2. the Developer fails to complete the activities listed in **Section 3.2.** in strict accordance with the schedule set forth in said section, subject to extension as provided for in **Section 7.5.**

6.3. Successors and Assigns.

6.3.1. This Agreement shall be binding on and shall inure to the benefit of the parties named herein and their respective heirs, administrators, executors, personal representatives, successors and assigns.

6.3.2. Without limiting the generality of the foregoing, all or any part of the Property or any interest therein may be sold, transferred, encumbered, leased, or otherwise disposed of at any time, and the rights of the Developer named herein or any successors in interest under this Agreement or any part hereof may be assigned at any time before, during or after redevelopment of the Redevelopment Project, whereupon the party disposing of its interest in the Property or assigning its interest under this Agreement shall be thereafter released from further obligation under this Agreement (although any such Property so disposed of or to which such interest pertains shall remain subject to the terms and conditions of this Agreement), provided that until the City has accepted the Certificate of Substantial Completion with respect to the Redevelopment Project, the fee title to the Property may not be sold, transferred or otherwise disposed of and the rights, duties and obligations of the Developer under this Agreement may not be assigned in whole or in part without the prior written approval of the City. Notwithstanding anything herein to the contrary, the City hereby approves, and no prior consent shall be required in connection with, (1) the right of the Developer to encumber or collaterally assign its interest in the Property or any portion thereof to secure loans, advances or extensions of credit to finance or from time to time refinance all or any part of the Redevelopment Project Costs, or the right of the holder of any such encumbrance or transferee of any such collateral assignment (or trustee or agent on its behalf) to transfer such interest by foreclosure or transfer in lieu of foreclosure under such encumbrance or collateral assignment; (2) the right of the Developer to assign or transfer all or any part of the Developer's rights, duties and obligations under this Agreement or with respect to the Redevelopment Project to a Related Party; or (3) the right of the Developer to lease of the Property in the ordinary course of the development of the Redevelopment Project; provided that in each such event (i) the Developer named herein or one of the entities described in clause (2)

above shall remain liable hereunder for the Substantial Completion of the Redevelopment Project, and shall be released from such liability hereunder only upon Substantial Completion of the Redevelopment Project and (ii) the Developer provides to the City not less than 15 days' advance written notice of any proposed assignment or transfer pursuant to clause (2) above.

6.4. Remedies.

6.4.1. In the event of any default in or breach of any term or conditions of this Agreement by either party, or any successor, the defaulting or breaching party (or successor) shall, upon written notice from the other party specifying such default or breach, proceed immediately to cure or remedy such default or breach, and, shall, in any event, within 30 days after receipt of notice, commence to cure or remedy such default. If such cure or remedy is not taken or not diligently pursued, or the default or breach is not cured or remedied within a reasonable time, the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including, but not limited to proceedings to compel specific performance by the defaulting or breaching party.

6.4.2. Notwithstanding any provision herein to the contrary, the City's sole remedy for the Developer's failure to construct the Work within the times set forth in **Section 3.2.** shall be the termination of this Agreement without further recourse against the Developer.

6.5. Extensions of Time for Performance.

6.5.1. Neither the City nor the Developer nor any successor in interest shall be considered in breach or default of their respective obligations under this Agreement, and times for performance of obligations hereunder shall be extended in the event of any delay caused by force majeure, including, without limitation, damage or destruction by fire or casualty; strike; lockout; civil disorder; acts of terrorism; war; restrictive government regulations; lack of issuance of any permits and/or legal authorization by the governmental entity necessary for the Developer to proceed with construction of the Work or any portion thereof, and including rezoning and approval of the Concept Site Plan (but only if the Developer files all necessary documentation relating thereto no later than seven business days following execution of the Redevelopment Agreement); shortage or delay in shipment of material or fuel; acts of God; unusually adverse weather or wet soil conditions; or other causes beyond the parties' reasonable control, including but not limited to, any litigation, court order or judgment resulting from any litigation affecting the validity of the Business District Plan, the Redevelopment Project, or this Agreement.

6.5.2. No event under **Section 7.5.1** above shall be deemed to exist as to any matter initiated or unreasonably sustained by the Developer, unless (i) the Developer notifies the City in writing within 30 days of the date the Developer becomes aware of the delay that will be caused by the delay causing event, or (ii) the Developer demonstrates to the City's reasonable satisfaction that the Developer has diligently pursued its obligations under this Agreement but, for reasons beyond the control of the Developer, has been unable to complete such obligations within the time specified in this Agreement.

6.6. Notices. Any notice, demand or other communication required by this Agreement to be given by either party hereto to the other shall be in writing and shall be

sufficiently given or delivered if dispatched by certified United States first class mail, postage prepaid, or delivered personally,

- (i) In the case of the Developer, to:

SonomaCap RE Fund II, LLC
7519 Claymont Court, Apt. 1
Belleville, IL 62223
Attention: R. Adam Hill

~~With a copy to:~~

~~Clayborne, Sabo & Wagner, LLP Westminster Legal Group
525 West Main Street, Suite 412
Belleville, IL 62220 Clayton, MO 63105-3511
Attention: John M. Hongs~~

- (ii) In the case of the City, to:

City of Belleville
101 South Illinois St.
Belleville, Illinois 62220
Attention: Mayor Mark Eckert

With a copy to:

Becker, Hoerner, Thompson & Ysursa, P.C.
5111 West Main Street
Belleville, IL 62226
Attn: Garret Hoerner

or to such other address with respect to either party as that party may, from time to time, designate in writing and forward to the other, as provided in this paragraph.

6.7. Conflict of Interest. (a) No member of the Corporate Authorities, the joint review board, or any branch of the City's government who has any power of review or approval of any of the Developer's undertakings, or of the City's contracting for goods or services for the Redevelopment Project, shall participate in any decisions relating thereto which affect that member's personal interests or the interests of any corporation or partnership in which that member is directly or indirectly interested. Any person having such interest shall immediately, upon knowledge of such possible conflict, disclose, in writing, to the Corporate Authorities the nature of such interest and seek a determination by the Corporate Authorities with respect to such interest and, in the meantime, shall not participate in any actions or discussions relating to the activities herein proscribed.

(b) If any member of the Corporate Authority or an employee or consultant of the City involved in the planning and preparation of the Redevelopment Project or Business District Area owns or controls an interest, direct or indirect, in any property included in the

Business District Area, he or she shall disclose the same in writing to the City Clerk, and shall also disclose the dates and terms and conditions of any disposition of any such interest, which disclosures shall be acknowledged by the Corporate Authorities and entered upon the minute books of the Corporate Authorities. If an individual holds such an interest, then that individual shall refrain from any further official involvement in regard to such Business District Area or Redevelopment Project, from voting on any matter pertaining to the Business District Area or Redevelopment Project or communicating with other members of the Corporate Authorities, commissions or employees concerning any matter pertaining to said Redevelopment Project or Business District Area. Furthermore, no such member of the Corporate Authorities or employee shall acquire any interest direct, or indirect, in any property in the Business District Area. For the purposes of this section, a month-to-month, leasehold interest in a single parcel of property by a member of the Corporate Authority shall not be deemed to constitute an interest in any property included in the Business District Area, but such member must disclose the interest to the City Clerk.

6.8. Insurance; Damage or Destruction of Redevelopment Project.

6.8.1. The Developer will cause there to be insurance as hereinafter set forth at all times during the process of constructing the Work and, from time to time at the request of the City, furnish the City with proof of payment of premiums on:

(i) Builder's risk insurance, written on the so called "Builder's Risk - Completed Value Basis," in an amount equal to one hundred percent (100%) of the insurable value of the Work at the date of completion, and with coverage available in non-reporting form on the so called "all risk" form of policy. The interest of the City shall be protected in accordance with a clause in form and content satisfactory to the City;

(ii) Comprehensive general liability insurance (including operations, operations of subcontractors, completed operations and contractual liability insurance) together with an owner's contractor's policy, with limits against bodily injury and property damage of not less than \$2,000,000.00 for each occurrence (to accomplish the above required limits, an umbrella excess liability policy may be used); and

(iii) Workers' Compensation insurance, with statutorily required coverage.

6.8.2. The policies of insurance required pursuant to clauses (i) and (ii) above shall be in form and content satisfactory to the City and shall be placed with financially sound and reputable insurers licensed to transact business in the State of Illinois with a general policy holder's rating of not less than A- and a financial rating of A- as rated in the most current available "Best's" insurance reports. The policy of insurance delivered pursuant to clause (i) above shall contain an agreement of the insurer to give not less than thirty (30) days advance written notice to the City in the event of cancellation of such policy or change affecting the coverage thereunder. The policies of insurance described in clauses (i) and (ii) above shall name the City as an additional insured. The Developer shall deliver to the City evidence of all insurance to be maintained hereunder.

6.9. Inspection. The City may conduct such periodic inspections of the Work as may be generally provided in the building code of the City. In addition, the Developer shall allow other authorized representatives of the City access to the Work site from time to time upon reasonable advance notice prior to the completion of the Work for reasonable inspection thereof. The Developer shall also allow the City and its employees, agents and representatives to inspect, upon request, all architectural, engineering, demolition, construction and other contracts and documents pertaining to the construction of the Work as the City determines is reasonable and necessary to verify the Developer's compliance with the terms of this Agreement.

6.10. Choice of Law. This Agreement shall be taken and deemed to have been fully executed, made by the parties in, and governed by the laws of State of Illinois for all purposes and intents.

6.11. Entire Agreement; Amendment. The parties agree that this Agreement constitutes the entire agreement between the parties and that no other agreements or representations other than those contained in this Agreement have been made by the parties. This Agreement shall be amended only in writing and effective when signed by the authorized agents of the parties.

6.12. Counterparts. This Agreement is executed in multiple counterparts, each of which shall constitute one and the same instrument.

6.13. Severability. In the event any term or provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, the remainder shall continue in full force and effect, to the extent the remainder can be given effect without the invalid provision.

6.14. Representatives Not Personally Liable. No elected or appointed official, agent, employee or representative of the City shall be personally liable to the Developer in the event of any default or breach by any party under this Agreement, or for any amount which may become due to any party or on any obligations under the terms of this Agreement.

6.15. Actions Contesting the Validity and Enforceability of the Redevelopment Plan. During such time as the City is obligated to reimburse the Developer for Reimbursable Redevelopment Project Costs, in the event a third party brings an action against the City or the City's officials, agents, employees or representatives contesting the validity or legality of the Business District Area, the Redevelopment Plan, or the ordinance approving this Agreement, the Developer may, at its option, assume the defense of such claim or action with counsel of the Developer's choosing, but the Developer may not settle or compromise any claim or action for which the Developer has assumed the defense without the prior written approval of the City. If the City does not approve a settlement or compromise which the Developer would agree to, the Developer shall not be responsible for any costs or expenses incurred thereafter in the defense of such claim or action. The parties expressly agree that so long as no conflicts of interest exist between them with regard to the handling of such litigation, the same attorney or attorneys may simultaneously represent the City and the Developer in any such proceeding; provided, the Developer and its counsel shall consult with the City throughout the course of any such action and the Developer shall pay all reasonable and necessary costs incurred by the City in connection with such action. All cost of any such defense, whether incurred by the City or the Developer, shall be deemed to be Reimbursable Redevelopment Project Costs.

6.16. Release and Indemnification. The indemnifications and covenants contained in this **Section 7.16** shall survive termination or expiration of this Agreement.

6.16.1. Notwithstanding any other provision of this Agreement to the contrary, the City and its governing body members, officers, agents, servants, employees and independent contractors shall not (except to the extent set forth in the last sentence of this subsection) be liable to the Developer for damages or otherwise in the event that all or any part of the Business District Act, or any ordinance adopted in connection with either the Business District Act, this Agreement or the Redevelopment Plan, is declared invalid or unconstitutional in whole or in part by the final (as to which all rights of appeal have expired or have been exhausted) judgment of any court of competent jurisdiction, and by reason thereof either the City is prevented from performing any of the covenants and agreements herein or the Developer is prevented from enjoying the rights and privileges hereof. The foregoing provision shall not preclude any action for professional negligence that the Developer may otherwise have the right to maintain against any independent contractor of the City.

6.16.2. The Developer releases from and covenants and agrees that the City and its governing body members, officers, agents, servants, employees and independent contractors shall not be liable for, and agrees to indemnify and hold harmless the City, its governing body members, officers, agents, servants, employees and independent contractors against any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the construction of the Work including any and all claims arising from the acquisition of the Property, including, but not limited to, location of hazardous wastes, hazardous materials or other environmental contaminants on the Property, including all costs of defense, including attorney's fees, except for those matters arising out of the gross negligence or willful misconduct of the City and its governing body members, officers, agents, servants, employees and independent contractors.

6.16.3. The City and its governing body members, officers, agents, servants, employees and independent contractors shall not be liable for any damage or injury to the persons or property of the Developer or its officers, agents, servants or employees or any other person who may be about the Property or the Work except for matters arising out of the gross negligence or willful misconduct of the City and its governing body members, officers, agents, servants, employees and independent contractors.

6.16.4. All covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City and not of any of its governing body members, officers, agents, servants or employees in their individual capacities.

6.16.5. No official, employee or representative of the City shall be personally liable to the Developer (1) in the event of a default or breach by any party under this Agreement or (2) for any amount which may become due to any party under the terms of this Agreement.

6.16.6. The Developer releases from and covenants and agrees that the City, its governing body members, officers, employees, agents and independent contractors shall not be liable for, and agrees to indemnify and hold the City, its governing body members, officers, employees, agents and independent contractors, harmless from and against any and all suits,

interest, claims and cost of attorney's fees incurred by any of them, resulting from, arising out of, or in any way connected with: (1) any condemnation proceeding initiated by the City at the Developer's request pursuant to this Agreement; (2) the construction of the Work, (3) the negligence or willful misconduct of the Developer, its employees, agents or independent contractors in connection with the design management, development, redevelopment and construction of the Work, (4) the compliance by the Developer with all applicable state, federal and local environmental laws, regulations and ordinances as applicable to the Property, excluding the City property, to the extent such condition existed prior to the acquisition thereof by the Developer; except that the foregoing release and indemnification shall not apply in the case of such liability arising directly out of the gross negligence or willful misconduct of the City or its authorized governing body members, officers, employees, agents and independent contractors or which arises out of matters undertaken by the City following termination of this Agreement as to any particular Redevelopment Project or portion thereof.

6.17. Survival. Notwithstanding the expiration or termination or breach of this Agreement by either party, the agreements contained in **Sections 7.16**, of this Agreement shall, except as otherwise expressly set forth herein, survive such expiration, termination or breach of this Agreement by either party.

7.18 Term of Agreement. This Agreement, and all of the rights and obligations of the parties hereunder, shall terminate and shall become null and void upon the earlier of (a) the completion of the Redevelopment Project and the payment of all Reimbursable Redevelopment Project Costs contemplated in this Agreement, or (b) the delivery of a written notice by the Developer or the City (and recordation of a copy of such notice with the St. Clair County Recorder) that this Agreement has been terminated pursuant to **Section 7.1** or **7.2** hereof.

ARTICLE VII.

REPRESENTATIONS OF THE PARTIES

7.1. Representations of the City. The City hereby represents and warrants that it has full constitutional and lawful right, power and authority, under current applicable law, to execute and deliver and perform the terms and obligations of this Agreement, and all of the foregoing have been or will be, upon adoption of ordinances, duly and validly authorized and approved by all necessary City proceedings, findings and actions. Accordingly, this Agreement constitutes the legal, valid and binding obligation of the City, enforceable in accordance with its terms.

7.2. Representations of the Developer. The Developer hereby represents and warrants that:

7.2.1. It has full power to execute and deliver and perform the terms and obligations of this Agreement and all of the foregoing has been duly and validly authorized by all necessary corporate proceedings.

7.2.2. This Agreement constitutes the legal, valid and binding obligation of the Developer, enforceable in accordance with its terms.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the City and the Developer have caused this Agreement to be executed in their respective names and the City has caused its seal to be affixed thereto, and attested as to the date first above written.

CITY OF BELLEVILLE, ILLINOIS

(SEAL)

Attest:

By: _____
Mayor

By: _____
City Clerk

SONOMACAP RE FUND II, LLC

By: _____
Printed Name: R. Adam Hill
Title: Manager

STATE OF ILLINOIS)
)SS
COUNTY OF _____)

On this ____ day of _____, 2016, before me appeared _____, to me personally known, who, being by me duly sworn, did say that he/she is the Mayor of the City of Belleville, Illinois, an incorporated municipality of the State of Illinois, and that the seal affixed to the foregoing instrument is the seal of said City, and said instrument was signed and sealed in behalf of said City by authority of its Corporate Authorities, and Dallas Cook, the City Clerk acknowledged said instrument to be the free act and deed of said City.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Notary Public

(SEAL)

My Commission Expires:

STATE OF ILLINOIS)
)SS
COUNTY OF _____)

On this ____ day of _____, 2016, before me appeared _____, to me personally known, who, being by me duly sworn, did say that he is the Manager of SonomaCap RE Fund II, LLC, an Illinois limited liability company, and that he is authorized to sign the instrument on behalf of said company, and acknowledged to me that he executed the within instrument as said company's free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Notary Public

(SEAL)

My Commission Expires:

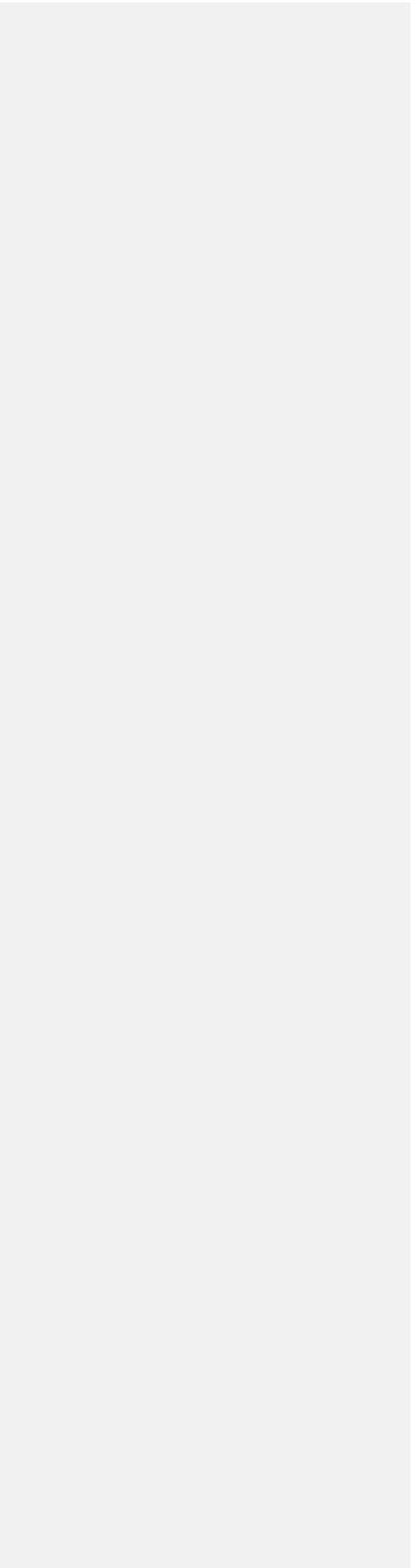


EXHIBIT A

LEGAL DESCRIPTION OF THE BUSINESS DISTRICT AREA

EXHIBIT "A"

A tract of land located in Section 12, T1N, R9W also being part of Lots 61, 62, 63 and the vacated 50-foot wide street lying Southeasterly and adjoining said Lot 62 of Penn's Second Subdivision, City of Belleville, St. Clair County, Illinois. Reference being had to the plat thereof recorded in the Recorder's Office of St. Clair County, Illinois, in Book of Plats "U" on page 12.

Beginning at a point on the Easterly line of West Main Street, South 40 degrees 59 minutes East 165.0 feet from the Southerly line of 66th Street; thence North 49 degrees 01 minutes East, 260.0 feet to a point; thence North 40 degrees 59 minutes West, 165.0 feet to a point in the aforementioned Southerly line of 66th Street; thence along said Southerly road line, North 49 degrees 01 minutes East, 190.0 feet to a point; thence leaving said Southerly road line and running South 40 degrees 59 minutes East parallel to the aforementioned Easterly line of West Main Street, 683.96 feet to a point, said point being in the Easterly line of a tract granted to A. J. Nester, Trustee, by an instrument recorded in Deed Book 2362 on page 1485 of said St. Clair County Records; thence South 48 degrees 24 minutes West along said Easterly line of Nester tract, 450.03 feet to a point in the Easterly line of West Main Street, as aforementioned; thence along said Easterly line North 40 degrees 59 minutes 00 seconds West, 44.00 feet to a point; thence leaving said Easterly line and running North 48 degrees 24 minutes 00 seconds East, 150.00 feet to a point; thence North 40 degrees 59 minutes West 178.00 feet to a point; thence South 48 degrees 24 minutes West, 150.00 feet to a point in said Easterly line of West Main Street; thence North 40 degrees 59 minutes West along said Easterly street line, 301.80 feet to a point of beginning.

Except any interest in the coal, oil, gas, and other minerals underlying the land which have been heretofore conveyed or reserved in prior conveyances, and all rights and easements in favor of the estate of said coal, oil, gas, and other minerals, if any.

EXHIBIT B
PROJECT REVENUES

<u>General Sales Tax Revenues</u>	<u>Business District Sales Tax Revenues</u>
2016	\$19,234
2017	\$60,006
2018	\$60,756
2019	\$61,515
2020	\$62,284
2021	\$63,063
2022	\$63,851
2023	\$64,649
2024	\$65,457
2025	\$66,275
2026	\$67,104
2027	\$67,943
2028	\$68,792
2029	\$69,652
2030	\$70,522
2031	\$71,404
2032	\$72,296
2033	\$73,200
2034	\$74,115
2035	\$75,042
2036	\$75,980
2037	\$76,929
2038	\$77,891
2039	\$78,865
\$1,606,823	\$1,565,954

Comment [E2]: This column should be removed as it could appear that the City is providing this amount of sales tax to the developer in addition to the BD revenues.

**EXHIBIT C
CONCEPT SITE PLAN**

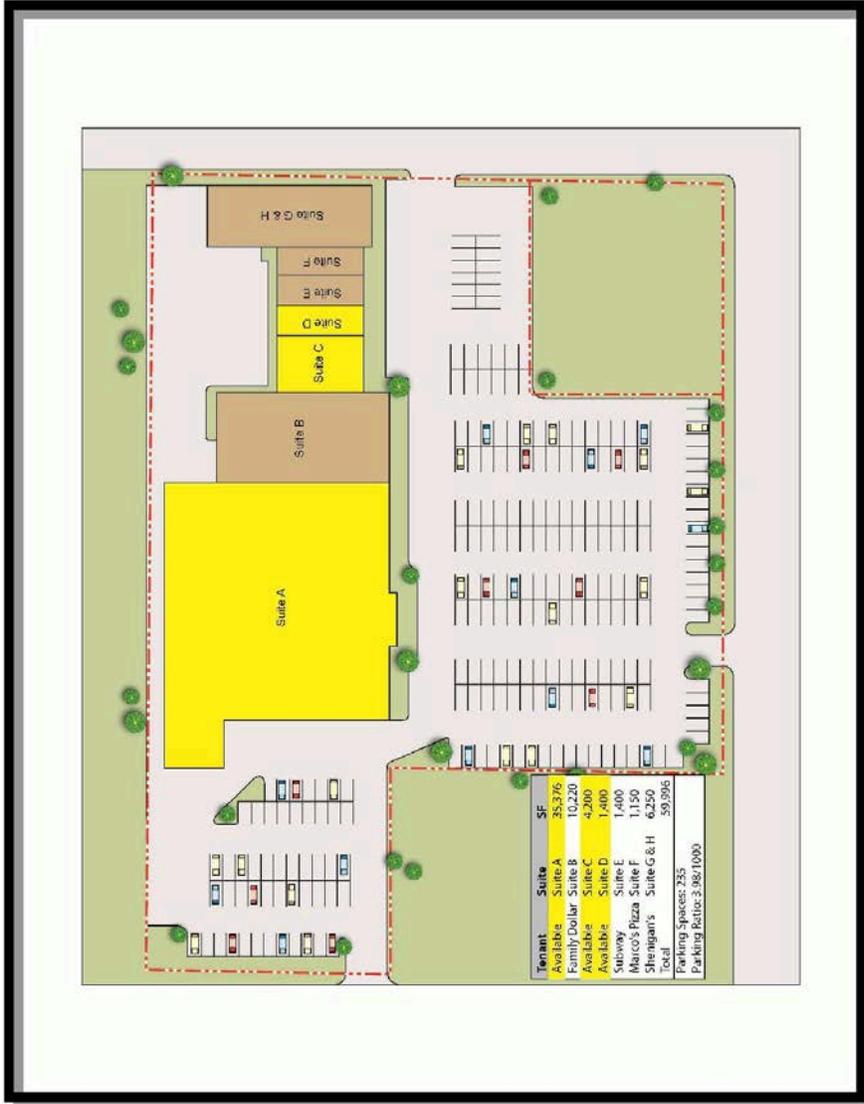


EXHIBIT E
[FORM OF]
CERTIFICATE OF SUBSTANTIAL COMPLETION
OF

The undersigned, _____ (the "Developer"), pursuant to that certain Redevelopment Agreement dated as of _____, between the City of Belleville, Illinois (the "City") and the Developer (the "Agreement"), hereby certifies to the City as follows:

1. That as of _____, _____, the Developer has achieved Substantial Completion of the Redevelopment Project in accordance with the Agreement.

2. The Work has been performed in a workmanlike manner and in accordance with the Construction Plans (as those terms are defined in the Agreement).

3. This Certificate of Substantial Completion is being issued by the Developer to the City in accordance with the Agreement to evidence the Developer's satisfaction of all obligations and covenants with respect to the applicable portions of the Work.

4. The City's acceptance (below) or the City's failure to object in writing to this Certificate within 30 days of the date of delivery of this Certificate to the City (which written objection, if any, must be delivered to the Developer prior to the end of such 30 day period), and the recordation of this Certificate with the St. Clair County Recorder, shall evidence the satisfaction of the Developer's agreements and covenants to perform the applicable portions of the Work.

This Certificate shall be recorded in the office of the St. Clair County Recorder. This Certificate is given without prejudice to any rights against third parties which exist as of the date hereof or which may subsequently come into being.

Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Agreement.

IN WITNESS WHEREOF, the undersigned has hereunto set his/her hand this ____ day of _____, _____.

By: _____,
Its managing member

ACCEPTED:

CITY OF BELLEVILLE, ILLINOIS

By:

(Insert Notary Form(s) and Legal Description)

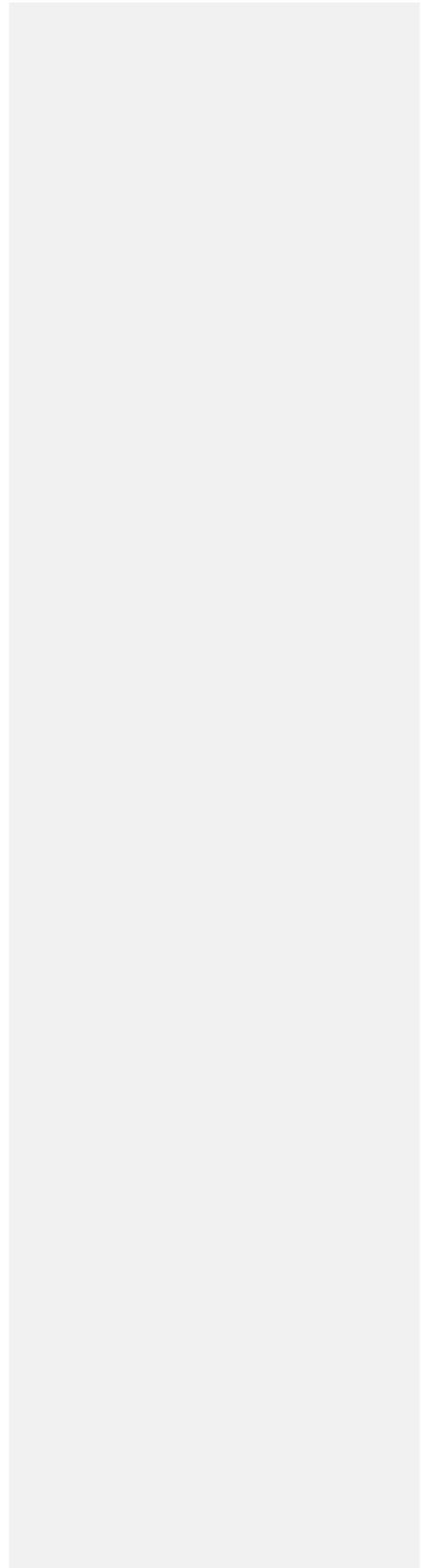


EXHIBIT F
FORM OF
CERTIFICATION OF REIMBURSABLE REDEVELOPMENT PROJECT COSTS

Certification of Reimbursable Redevelopment Project Costs

TO: City of Belleville, Illinois

Attention:

Re: Redevelopment Agreement dated as of [DOCUMENT DATE] (the "Agreement"), between the City of Belleville, Illinois (the "City") and SonomaCap RE Fund II, LLC (the "Developer"),

Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Agreement. In connection with said Agreement, the undersigned hereby states and certifies that:

1. Each item listed on **Schedule 1** hereto is (a) eligible for reimbursement under the Business District Act, and (b) a Reimbursable Redevelopment Project Cost under the Agreement.
2. Each item listed on **Schedule 1** was incurred in connection with the construction of the Redevelopment Project and has been paid by the Developer.
3. Each item listed on **Schedule 1** has not previously been paid or reimbursed from money derived from the Special Allocation Fund or any money derived from any project fund established pursuant to the Approving Ordinance, and no part thereof has been included in any other certificate previously filed with the City.
4. There has not been filed with or served upon the Developer any notice of any lien, right of lien or attachment upon or claim affecting the right of any person, firm or corporation to receive payment of the amounts stated in this request, except to the extent any such lien is being contested in good faith.
5. All necessary permits and approvals required for the portion of the Work for which this certificate relates have been issued and are in full force and effect.
6. All Work for which payment or reimbursement is requested has been performed in a good and workmanlike manner and in accordance with the Concept Site Plan and the Agreement.
7. If any cost item to be reimbursed under this Certificate is deemed not to constitute a "Redevelopment Project cost" within the meaning of the Business District Act and the Agreement, the Developer shall have the right to substitute other eligible Reimbursable Redevelopment Project Costs for payment hereunder.
8. The Developer is not in default or breach of any term or condition of the Agreement.

Dated this ____ day of _____, ____.

By: _____,
Its managing member

Approved for Payment this ____ day of _____, ____:

CITY OF BELLEVILLE, ILLINOIS

By: _____
Title: _____

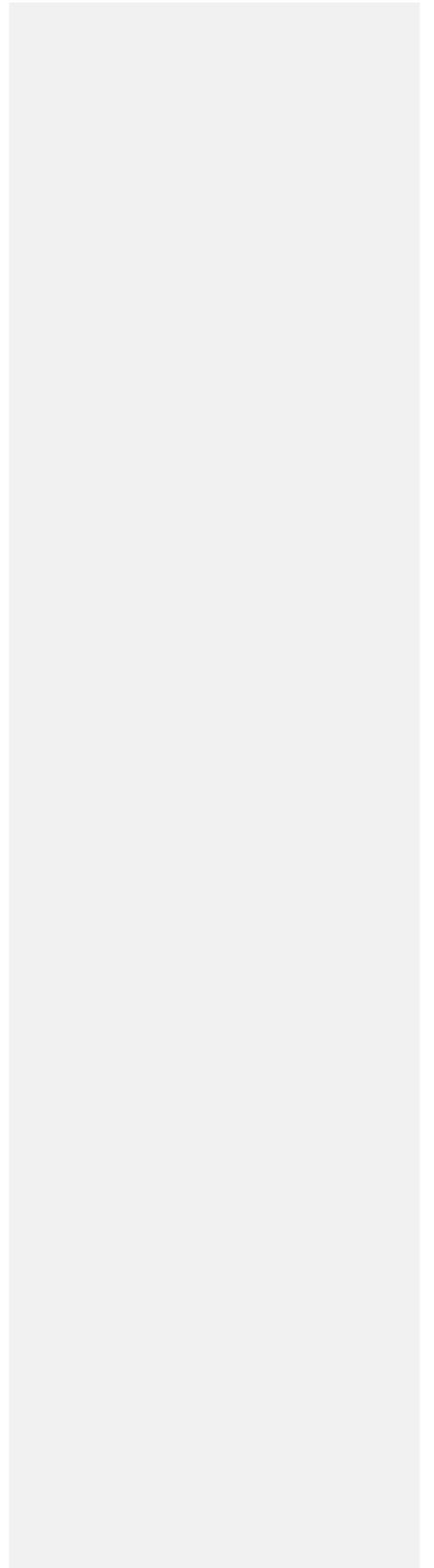


EXHIBIT G

REIMBURSEABLE REDEVELOPMENT PROJECT COSTS

Public Works/Infrastructure	\$410,000.00
Property assembly costs, including but not limited to demolition of buildings, site preparation, site improvements and clearing and grading	\$600,000.00
Demolition, Rehabilitation and New Construction	\$1,719,764.00
Administration	\$25,000.00
<u>Planning, Legal & Professional Services</u>	<u>\$250,000.00</u>
Total	\$3,004,764.00*

*This is the total of the eligible reimbursable redevelopment project costs. However, the total incentive amount will not exceed \$2,495,000.00.

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EXHIBIT H

FORM OF PERSONAL GUARANTY

This Guaranty is made as of the _____ day of _____, 2016.

Recitals

- A.** The City of Belleville, Illinois, a municipal corporation (the “City”), and SonomaCap RE Fund II, LLC (the “Developer”) have entered into a TIF Redevelopment Agreement dated _____, 2016 (the “Agreement”).
- B.** The City, as a condition of such Agreement, requires that R. Adam Hill (the “Guarantor”), execute a personal guaranty.
- C.** The Guarantor has agreed to guarantee the Developer’s financial obligations to the Developer under the Agreement.

In consideration of the City’s agreement to execute the Agreement, the premises and agreements contained in this Guaranty and other good and valuable consideration (the receipt and sufficiency of which the parties acknowledge), the Guarantor agrees with the City as follows:

- 1. **Guaranty.** Subject to Section 3, the Guarantor unconditionally and irrevocably guarantees, jointly and severally, all the debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, at any time owing by the Developer to the City or remaining unpaid by the Developer to the City under the Agreement, including, without limitation, costs, expenses, indemnity and other damages payable by the Developer under the Agreement (collectively, the “Obligations”).
- 2. **Guaranty absolute.** The liability of the Guarantor is absolute and unconditional and is not affected by:
 - (a) any change in the time, manner or place of payment of the Obligations or in any other term of the Agreement or the Developer’s failure to carry out any of its obligations under the Agreement;
 - (b) any force majeure (other than a force majeure under the Easement or Ancillary Agreement that relieves the Developer of liability for the performance of any Obligations) or act of government in relation to, or directly or indirectly affecting, the Agreement, the Obligations, the Developer, the Guarantor or the City;
 - (c) any change in the financial condition of the Guarantor, the Developer or the City;
 - (d) any change in the corporate existence, structure or ownership of the Developer;
 - (e) any change in the membership of the Developer through the death or retirement of one or more partners or the introduction of one or more partners or otherwise, any change in the constitution of the Developer;

- (f) the bankruptcy, winding-up, liquidation, dissolution, insolvency, reorganization or other similar proceeding affecting the Developer or its assets or any resulting release, stay or discharge of any Obligations;
 - (g) any lack or limitation of power, incapacity or disability on the part of the Developer or of its directors, partners or agents or any other irregularity, defect or informality on the part of the Developer in the Obligations; or
 - (h) any other law, regulation or other circumstance that might otherwise constitute a defense available to, or a discharge of, the Developer in respect of any of the Obligations.
3. **No release.** The liability of the Guarantor is not released, discharged, limited or in any way affected by anything the City does, suffers or permits in connection with any duties or liabilities of the Developer to the City or any security for those duties or liabilities, including without limitation any loss of or in respect of any security received by or from the Developer or others. The City, without notifying the Guarantor or releasing, discharging, limiting or otherwise affecting the Guarantor's liability, may:
- (a) grant time, renewals, extensions, indulgences, releases and discharges to the Developer;
 - (b) take or abstain from taking security or collateral from the Developer or from perfecting security or collateral of the Developer;
 - (c) accept compromises from the Developer;
 - (d) apply all money at any time received from the Developer, or from security, upon that part of the Obligations as the City sees fit or change any such application in whole or in part from time to time as the City sees fit;
 - (e) enter into agreements with the Developer from time to time after the date of this Guarantee, which new agreements will, for all purposes, form a part of and be incorporated into the Obligations;
 - (f) amend the Agreement, from time to time after the date of this Guaranty; or
 - (g) otherwise deal with the Developer and all other persons and security as the City sees fit.
4. **No exhaustion of remedies.** The City is not bound or obliged to exhaust its recourse against the Developer or any other persons or any security or collateral it may hold or take any other action before being entitled to demand payment from the Guarantor.
5. **No set-off.** Until the City has received payment in full, the Guarantor may not claim or assert any set-off, deduction, counterclaim or cross-claim against the City in respect of any liability of the City to the Guarantor or the Developer. In addition, all amounts payable by the Guarantor under this Guaranty shall be paid without any deduction or withholding whatsoever unless and to the extent that the Guarantor shall be prohibited by

law from doing so, in which case the Guarantor shall pay to City such additional amount as shall be necessary to ensure that City receives the full amount it would have received if no such deduction or withholding had been made.

6. **Continuing guarantee.** This Guaranty is a continuing guarantee and is binding as a continuing obligation of the Guarantor. This Guaranty shall apply to and secure any ultimate balance due or remaining due to the City and the Guarantor shall continue to be bound, despite the repayment, from time to time during the term of this Guarantee, of the whole or any part of the amount owed by the Developer to the City. This Guaranty continues to be effective even if at any time payment of any of the Obligations is rendered unenforceable or is rescinded or must otherwise be returned by the City upon the occurrence of any action or event including, without limitation, the bankruptcy, reorganization, winding-up, liquidation, dissolution or insolvency of the Developer or otherwise, all as though such payment had not been made.
7. **Representations and warranties.** The Guarantor represents and warrants that:
 - (a) its execution, delivery, observance and performance of this Guarantee does not and will not conflict with or result in a breach of the any judgment, law, decree, order, statute, rule, regulation or agreement, indenture or instrument to which the Guarantor is a party or by which the Guarantor is bound or to which the Guarantor is subject, or constitute a default under any of them;
 - (b) this Guaranty has been duly authorized, signed and delivered by the Guarantor; and
 - (c) this Guaranty constitutes a legal, valid and binding obligation of the Guarantor enforceable against the Guarantor in accordance with its terms, except as enforceability may be limited by principles of equity, or by bankruptcy, insolvency, reorganization, moratorium or other similar laws.
8. **Demand for payment.** The Guarantor shall make immediate payment to the City of the Obligations or any of them after the City demands such payment from the Guarantor. The City is entitled to make demand upon the Guarantor at any time upon a default in payment of any amount owing by the Developer to the City and upon that default the City may, at its option, treat all Obligations as immediately due and payable and may forthwith collect from the Guarantor the total amount guaranteed under this Guaranty.
9. **Stay of payment.** If payment of any amount payable by the Developer in respect of the Obligations is stayed on the insolvency, bankruptcy, arrangement or reorganization of the Developer or on any moratorium affecting the payment of the Obligations, the Guarantor shall nonetheless pay immediately on demand all amounts that would otherwise be due.
10. **Termination.** This Guarantee of payment is a continuing guarantee effective from and after the date hereof until payment in full of all payment Obligations.
11. **Subrogation.** The Guarantor has no right to be subrogated to any of the City's rights in the Obligations until the City has received payment finally satisfying all Obligations.

12. **Waivers.** The Guarantor waives diligence, division, presentment, protest, notice of acceptance of this instrument and any other notice not expressly required by this Guaranty.
13. **Payment of Costs and Expenses.** The Guarantor shall be liable and responsible for all legal fees (which include legal fees on both outside counsel on a solicitor and own client basis, and in-house counsel on a reasonable basis), consultant fees, disbursements and all other costs and expenses of collection incurred by City in enforcing the payment or satisfaction of any of the Obligations or in enforcing the payment, or satisfaction of any liability or obligation of the Guarantor hereunder.
14. **Benefit of the Guaranty.** This Guaranty inures to the benefit of and is binding on the respective executors, administrators, successors and permitted assignees of the Guarantor and the City.
15. **No Waiver, Remedies.** No failure on the part of the City to exercise, and no delay in exercising, any right under this Guaranty operates as a waiver of it, nor does any single or partial exercise of any right under this Guaranty preclude the other or further exercise of it or any other right. The remedies in this Guaranty are cumulative and not exclusive of any remedies provided by law.
16. **Severability.** If any provision of this Guaranty is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability will apply only to that provision and all other provisions of this Guaranty will continue in full force. If this Guaranty is determined to be invalid or unenforceable for any reason, such invalidity or unenforceability will not apply to any of the representations and warranties provided herein, which is deemed to be a separate and independent legal, valid, binding and enforceable agreement between the Guarantor and the City and will continue in full force. The City is entitled to proceed with any remedy available to it as a result of the Guarantor's breach of any of the representations and warranties provided herein.
17. **Assignment.** The City may assign its rights under this Guaranty without the prior consent of the Developer or the Guarantor. The Guarantor may not assign its obligations under this Guaranty.

IN WITNESS WHEREOF the Guarantor has signed and delivered this Guarantee.

R. Adam Hill