



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

**SPECIAL CITY COUNCIL AGENDA  
CITY OF BELLEVILLE, IL  
AUGUST 29, 2016  
AT 6:00 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. PLEDGE OF ALLEGIANCE**

**4. PUBLIC HEARING**

4-A. Public hearing regarding an annexation agreement for approximately 10.1 acres of land located southwest of the intersection of Frank Scott Parkway and South 11th Street (Parcels 07-25.0-400-018, 07-25.0-400-019).

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

**6. PRESENTATIONS, RECOGNITIONS & APPOINTMENTS.**

**7. APPROVAL OF MINUTES**

7-A. Council Meeting - August 15, 2016.

**8. CLAIMS, PAYROLL AND DISBURSEMENTS**

**9. REPORTS**

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

**10-A. MOTION FROM ADMINISTRATION:**

10 (A-1) Motion to approve solicitor license requests from Renewal by Anderson.

10 (A-2). Motion to approve an amended development agreement with Noble, Inc.

**10-B. MOTION FROM ECONOMIC DEVELOPMENT AND ANNEXATION COMMITTEE:**

10 (B-1). Motion to approve annexation agreement with Belleville West Gateway, LLC, William B. Schaumleffel, III, and Karmen Schaumleffel.

**11. COMMUNICATIONS**

11-A. Communication from the Optimist Club of Belleville requesting permission to hold the Annual Santa Parade on Friday, November 25, 2016 at 10:00 a.m.

11-B. Communication from Racial Harmony, Art on the Square, Lindenwood University, Mark Kern and Grimm and Gorly to hold their 2nd Annual Art Show on Friday, September 9, 2016 from 4 pm to 8 pm at Art on the Square, 30 Public Square.

11-C. Communication from the Belleville Historical Society requesting to hold a Mid-Century Modern Concert on September 18, 2016 at 8501 West Main Street from 2:00 pm to 5:00 pm.

**12. PETITIONS**

**13. RESOLUTIONS**

13-A. **RESOLUTION 3275**

A Resolution requesting approval from IDOT to close IL 159 for the Oktoberfest.

13-B. **RESOLUTION 3276**

A Resolution requesting approval from IDOT to close IL 159 for the Labor Day Parade.

**14. ORDINANCES**

14-A. **ORDINANCE 7978-2016**

An Ordinance authorizing the execution of an annexation agreement with William B. Schaumlaffel, III and Karmen Schaumleffel.

14-B. **ORDINANCE 7979-2016**

An ordinance annexing certain territory owned by William B. Schaumleffel, III and Karmen Schaumleffel to the City of Belleville, Illinois.

**15. UNFINISHED BUSINESS**

**16. MISCELLANEOUS & NEW BUSINESS**

16-1. Motion to approve an amended development agreement with Jackson Holdings, Ltd. for the remodeling and expansion of the facility located at 18-22 N. Jackson Street.

**17. EXECUTIVE SESSION**

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

18 (A-1). Personnel and Litigation.

**18. 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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**Belleville News-Democrat**

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Publication County:  
**St. Clair**

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Notice Popular Keyword Category:

Notice Keywords:  
**frank scott parkway**

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Notice Publish Date:  
Friday, August 12, 2016

**Notice Content**

PUBLIC NOTICE Notice of Public Hearing on Proposed Annexation Agreement The City Council of the City of Belleville will hold a public hearing on a proposed annexation agreement on the following: 4561 Frank Scott Parkway (Parcel Numbers: 07-25.0-400-018, 07-25.0-400-019) The agreement is for the annexation of approximately 10.1 acres on Frank Scott Parkway. The public hearing will be held on Monday, August 29, 2016 at 6:00 p.m. at Lindenwood University, Alan J. Dixon building, 2600 West Main St., Belleville, IL Illinois. Copies of the annexation agreements and legal descriptions of the property are available for inspection in the in the City Clerk's Office, Monday through Friday, 8:00 a.m. to 5:00 p.m. L-P1309185 (8/12)

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**CITY OF BELLEVILLE, ILLINOIS  
REGULAR CITY COUNCIL MEETING MINUTES  
COUNCIL CHAMBERS – CITY HALL  
AUGUST 15, 2016 – 7:00 PM**

Mayor Pro Tem Silsby called this meeting to order.

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

Mayor Pro Tem Silsby 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, Mike Buettner, Kent Randle, Scott Tyler, Raffi Ovian, Phil Silsby, Ed Dintelman, Paul Seibert, Bob White, Trent Galetti, Roger Wigginton and Jim Musgrove.

Member excused on roll call: Jane Pusa, Johnny Anthony and Phil Elmore.

**ROLL CALL DEPARTMENT HEADS**

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

Excused: Director of Public Works, Chuck Schaeffer.

**PLEDGE**

Mayor Pro Tem Silsby led the Pledge of Allegiance.

**PUBLIC HEARING**

Public Hearing regarding the vacation of a portion of the Right-of-Way of Tower Plaza Dr.

## **PUBLIC PARTICIPATION**

### **Rick Brown**

Mr. Brown disseminated copies of the United States Constitution to the aldermen. A month has gone by since he came and advised the city has a rouge employee that started issuing tickets and forcing people to consent to illegal searches of their homes. To this date nothing has been done. There was a Health and Housing and Aldermen Kinsella is to meet with the city attorney to get a legal opinion.

Mr. Brown recommended revising the ordinance. Mr. Brown stated the citizens of Belleville are afraid of this council as a group. His wife is afraid of what this council has allowed to be done to her. This is the definition of tiring...when people are afraid of their own government.

Mr. Brown stated the council should be afraid of him and the citizens of the community. He stated he has submitted another FOI and hopes the city attorney will allow the city to give him access.

The occupancy was changed by Mr. Sabo on his own. These are extra constitutional actives and on that point if someone litigates this and they litigate against the city and they name names they will have to get their own lawyers. Diane Rogge was awarded \$30k out of court for having sign at her business.

Let's say there are 100 people that Mr. Sabo did this too at \$30k...that is \$3,000,000. Let's say it's 1000 people that will be \$30,000,000. Defending that will not be cheap. Because this is the 4th and 5th Amendment the federal judge may say this is so egregious this is worth \$100,000 per person.

### **Katherine Ruocco**

Stated she is present for an agenda item. She purchased 2940 West Main for an office building and she also purchased 3000 West Main. She stated the Zoning Board has recommended approval. When she purchased 2940 West Main Street it is to be used for an office building. When she purchased 3000 West Main Street and replaced the siding with steel siding. She stated both Alderman Tyler and Randle are in favor.

### **Michael Hagberg**

Regarding the proposed business district at 70th Street and has come to the realization that in Belleville the citizens themselves no longer have a way of being able to make a decision when they shop of knowing what the sales tax is when they

go into the business. He recommended having the business districts to post a sign on their door stating "this establishment collects 9.1% sales tax" and that way the citizens will be able to make decisions on if they want to shop and support the tax incentives given out.

It seems the business plan in Belleville is let your property go to crap, create a business district and let the tax payers pay to have it fixed up. He would rather see business owners make a profit by maintaining their property throughout the years.

**Patrick Linch**

Representing the Operating Engineers Local 148 at the Wastewater plant. They recently wrapped up negotiations with Jim Schneider and his team. Both sides did not get everything on their lists. This was presented to the members and they voted to accept the negotiated contract. He is here asking for the councils consideration and approval. He stated this is a fair agreement for both parties.

**Tom Gary**

Mr. Gary stated he lives directly across from Grappa Growlers and would like to comment on a letter (a request submitted by Grappa Growlers) the council received from Grappa Growlers. He wishes Grappa Growlers success; however, he would appreciate the council not allowing outdoor music.

**Stewart Lannert**

Tom Holbrook seems proud that there may be an honest election in Belleville. Mayor Pro Tem Silsby admonished. *Inaudible*.

**PRESENTATIONS, RECOGNITIONS & APPOINTMENTS**

Carol Bartle & Laura Grandy (members of the Shriners Parade Run committee) presented a check for the amount of \$5,000 to the Belleville Parks & Recreation Dept. All of the proceeds are split to benefit the Shriners Hospital and the Belleville Children's Summer Programs.

**APPROVAL OF MINUTES**

Alderman Seibert made a motion seconded by Alderman Wigginton to approve to accept and file the minutes of August 1, 2016.

All members voted aye.

**CLAIMS, PAYROLL, AND DISBURSEMENTS**

Alderman Galetti made a motion seconded by Alderman Kinsella to approve claims and disbursements in the amount of **\$1,435,909.36** and payroll in the amount of **\$\$809,840.87**.

Members voting aye on roll call: Hazel, Kinsella, Buettner, Randle, Tyler, Ovian, Silsby, Dintelman, Seibert, White, Galetti, Wigginton and Musgrove. (13)

**REPORTS**

Alderman Wigginton made a motion seconded by Alderman Ovian to accept the Treasurer Report – July 2016 and Statement of Cash Investments Report - July 2016.

Members voting aye on roll call: Hazel, Kinsella, Buettner, Randle, Tyler, Ovian, Silsby, Dintelman, Seibert, White, Galetti, Wigginton and Musgrove. (13)

**ORAL REPORTS**

**HEALTH AND HOUSING COMMITTEE**

Alderman Kinsella made a motion seconded by Alderman Dintelman to approve Stutz's Excavating bid in the amount of \$ 63,040.00 for the demolition of 10608 West Main, 17 Holdener, 201 Portland, 111 North 18<sup>th</sup> St., 1124 S Church Street, 708 West Monroe, 723 West Monroe and 410. South 19<sup>th</sup> Street.

Members voting aye on roll call: Hazel, Kinsella, Buettner, Randle, Tyler, Ovian, Silsby, Dintelman, Seibert, White, Galetti, Wigginton and Musgrove. (13)

**FINANCE COMMITTEE**

Alderman Hazel made a motion seconded by Alderman Seibert to approve low bid of \$13,900 from Erb Turf for 2 zero turn mowers.

Members voting aye on roll call: Hazel, Kinsella, Buettner, Randle, Tyler, Ovian, Silsby, Dintelman, Seibert, White, Galetti, Wigginton and Musgrove. (13)

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Alderman Galetti made a motion seconded by Alderman Tyler to approve lease of new fire alarm system for the Nichols Center from Tech Electronics for 3 years at \$531.58 per month (including monitoring).

Members voting aye on roll call: Hazel, Kinsella, Buettner, Randle, Tyler, Ovian, Silsby, Dintelman, Seibert, White, Galetti, Wigginton and Musgrove. (13)

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Alderman Hazel made a motion seconded by Alderman Dintelman to approve the budget amendments as recommended by the Finance Director.

Members voting aye on roll call: Hazel, Kinsella, Buettner, Randle, Tyler, Ovian, Silsby, Dintelman, Seibert, White, Galetti, Wigginton and Musgrove. (13)

### **ECONOMIC DEVELOPMENT & ANNEXATION COMMITTEE**

Alderman Kinsella made a motion seconded by Alderman Wigginton to approve a professional services contract with Economic Development Resources, LLC for a proposed business district at West Main Street and 70th Street.

Members voting aye on roll call: Hazel, Kinsella, Randle, Tyler, Ovian, Silsby, Dintelman, Seibert, White, Galetti, Wigginton and Musgrove. (12)

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

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Alderman Kinsella made a motion seconded by Alderman Randle to approve a Development Agreement with Dahm & Schell, Inc. for the remodeling and expansion of the existing facility at 701 South Belt West.

#### *Discussion...*

Alderman Buettner stated on the original agreement the total sales subject to retail sales tax was \$1,450,000 and the new agreement is \$600,000...why is this cut in half; Assistant Director of Economic Development, Eric Schauster, stated they included their movie ticket sales when they made their application and they didn't realize until after the fact that ticket sales are not subject to tax. The \$600,000 is subject to sales tax and in addition to that they will have their movie ticket sales which are not subject to sales tax.

Alderman Buettner asked what their total sale are subject to sales tax; Schauster didn't know. In the agreement, there was a 50% rebate on the property taxes; Schauster stated yes; Alderman Buettner asked why; Schauster stated this is a

\$3,000,000 project. Alderman Buettner asked if they do not get this agreement they will not go forward with the project; Schauster stated when they sign the application there is statement with signature that says without the incentive the project cannot happen.

Alderman Buettner stated the city's investment (property tax and building materials rebate) is approximately \$200,000; Schauster stated if they purchase all building materials in Belleville the total savings is approximately \$30,000 and the property taxes is approximately \$9,600 per year which will be less since the expansion will not kick in for two years.

Alderman Buettner asked to date have they met all of the requirements; Schauster stated yes.

Alderman Buettner stated he is in favor of The Edge and goes to The Edge a lot and is totally for their expansion; however, it is hard for him to believe on a \$3.5 million dollar investment if they do not get the \$200,000 they would not go forward with the project.

Alderman Ovian stated he would like to see the Certificate of Insurance.

Members voting aye on roll call: Hazel, Kinsella, Randle, Tyler, Ovian, Silsby, Dintelman, Seibert, White, Galetti, Wigginton and Musgrove. (12)

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

### **ZONING BOARD OF APPEALS AND ORDINANCES**

Alderman Buettner made a motion seconded by Alderman Kinsella to approve **26-Jul16 – Ronald Bartlett & Michele Schifferdecker** –Requesting a Use Variance for a Liquor License for **Centerfield Tavern** at 1403 East 'A' Street (Parcel: 08-23.0-300-002) located in an A-1 Single Family Residence District. (Applicable portions of zoning code: 60-6-4, 60-12-18) Ward 7

*Discussion...*

Alderman Ovian asked the hours of operation and if package liquor will be sold; Mr. Bartlett stated the hours will be from 11:00 am to 1:00 am and no package liquor.

Alderman Tyler asked how long has the business been closed and have any residents speak out against; Mr. Bartlett stated the previous owner died at the end of March and the family closed it down. Alderman Kinsella stated he has heard no complaints from the neighbors.

All members voted aye.

\*\*\*

Alderman White made a motion seconded by Alderman Seibert to approve **27-Jul16 – Alka Patel** - Requesting a Liquor License for **BP Gas Station** at 1 South Belt East (Parcel: 08-27.0-306-008) located in a C-2 Heavy Commercial District. (Applicable portion of zoning code:60-5-50) Ward 6

*Discussion...*

Alderman Ovian asked the hours of operation and if package liquor will be sold; Mr. Patel stated the hours will be 6:00 a.m. to 2:00 a.m. and no package liquor.

All members voted aye.

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Alderman Hazel made a motion seconded by Alderman Wigginton to approve **28-Jul16 – Riverside Real Estate, LLC** – Requesting a Use variance in order to utilize the property at 9425 West Main Street (Parcel: 02-35.0-420-002) as a real estate office located in a B-1 Multi-Family Residence District.. (Applicable portion of zoning code: 60-6-24) Ward 4

*Discussion...*

Alderman Ovian asked if this will be through a property management; Unknown person stated they are 75% property management. Alderman Ovian asked what will they do for parking; inaudible.

Alderman Wigginton asked if they will receive rent payments; Unknown person stated they do not receive rent at the office. Alderman Wigginton asked where they are based from; Unknown person stated off of Camp Jackson Road in Cahokia, Illinois.

All members voted aye.

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Alderman Wigginton made a motion seconded by Alderman Ovian to approve **29-Jul16 – Jasmine Brooks** – Requesting a Sign Installation permit for the Area of Special Control in order to erect a 12’ x 3’ awning for **Seafood by Crushed Velvet** restaurant at 121 East Main Street (Parcel: 08-22.0-333-031) Ward 2

All members voted aye.

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Alderman Randle made a motion seconded by Alderman Tyler to approve **30-Jul16 – Katherine Ruocco/Elder Care Matters, LLC** – Requesting a Special Use permit in order to erect a metal building over 150 square feet at 2940 West Main Street (Parcel: 08-17.0-319-010) located in a C-1 Light Commercial District. (Applicable portion of zoning code: 60-4-44) Ward 3

All members voted aye.

### **ADMINISTRATION**

Alderman Kinsella made a motion seconded by Alderman White to approve the Right-of-Way Vacation Plat for Tower Plaza Drive.

Members voting aye on roll call: Hazel, Kinsella, Buettner, Randle, Tyler, Ovian, Silsby, Dintelman, Seibert, White, Galetti, Wigginton and Musgrove. (13)

### **COMMUNICATIONS**

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

Alderman Tyler made a motion seconded by Alderman Randle to approve the request from Grappa Growlers to hold their 5 Year Anniversary event on Saturday, October 1, 2016 from 1:00 pm - 8:00 pm. Requesting permission to have yard games, tables and music.

*Discussion...*

Alderman Wigginton asked what type of music will they have; Mayor Pro Tem Silsby stated this can be addressed.

All members voted aye.

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Alderman Buettner made a motion seconded by Alderman Tyler to approve the request from BlissFull Living Studio to have a fall festival at 1406 West Main Street on October 15, 2015 from 12:00 pm - 4:00 pm.

All members voted aye.

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Alderman Dintelman made a motion seconded by Alderman Galetti to approve the request from Belleville Main Street Marathon to approve a 1-hour extension on Saturday, September 24, 2016 from 7:00 am - 2:00 pm.

All members voted aye.

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Alderman Galetti made a motion seconded by Alderman Tyler to approve the request from Evidence Based Care for Everyone to have their annual Rally to Improve Birth & Baby Fair on Saturday, September 10, 2016 from 10:00 am - Noon at the northwest corner of the Public Square.

All members voted aye.

**RESOLUTIONS**

Alderman Randle made a motion seconded by Alderman Kinsella to read by title only and as a group Resolutions 3273 and 3274.

All members voted aye.

Alderman Kinsella made a motion seconded by Alderman Hazel to approve the following Resolutions:

**RESOLUTION 3273**

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.

**RESOLUTION 3274**

Preserving the Mississippian Mound Culture by Elevating the National Status of Cahokia Mounds and Associated Mounds Complexes.

Members voting aye on roll call: Hazel, Kinsella, Buettner, Randle, Tyler, Oyian, Silsby, Dintelman, Seibert, White, Galetti, Wigginton and Musgrove. (13)

**ORDINANCES**

Alderman Seibert made a motion seconded by Alderman Randle to read by title only and as a group Ordinances 7971, 7972, 7973, 7974, 7975, 7976 and 7977. All members voted aye.

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

**ORDINANCE 7971-2016**

A ZONING ORDINANCE IN RE CASE #27JUL16 Alka Patel (*note: this will have packaged liquor*).

**ORDINANCE 7972-2016**

A ZONING ORDINANCE IN RE CASE #29JUL16 Jasmine Brooks

**ORDINANCE 7973-2016**

A ZONING ORDINANCE IN RE CASE #30JUL16 Katherine Ruocco / Elder Care Matters, LLC

**ORDINANCE 7974-2016**

A ZONING ORDINANCE IN RE CASE #28JUL16 Riverside Real Estate, LLC

**ORDINANCE 7975-2016**

A ZONING ORDINANCE IN RE CASE #26JUL16 Ronald Bartlett & Michele Schifferdecker

**ORDINANCE 7976-2016**

Ordinance for R-O-W Vacation for Tower Plaza Drive.

**ORDINANCE 7977-2016**

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

Members voting aye on roll call: Hazel, Kinsella, Buettner, Randle, Tyler, Ovian, Silsby, Dintelman, Seibert, White, Galetti, Wigginton and Musgrove. (13)

**UNFINISHED BUSINESS**

Alderman Buettner asked City Attorney Hoerner if he is going to give his opinion on the questions raised by Rick Brown; City Attorney Hoerner stated this will be referred to the ordinance and legal committee.

**MISCELLANEOUS & NEW BUSINESS**

Alderman Seibert made a motion seconded by Alderman Galetti to approve the Motor Fuel Claims in the Amount of **\$3,306.24**.

Members voting aye on roll call: Hazel, Kinsella, Buettner, Randle, Tyler, Ovian, Silsby, Dintelman, Seibert, White, Galetti, Wigginton and Musgrove. (13)

**EXECUTIVE SESSION**

Alderman Tyler made a motion seconded by Alderman Randle to go into executive session to discuss Collective Bargaining. (5 ILCS 120/2(C)(2)).

All members voted aye.

Entered executive session at 7:40 p.m.

Resumed from Executive Session at 7:50 p.m.

Alderman Wigginton made a motion seconded by Alderman Musgrove to approve the collective bargaining agreement between the City of Belleville and the Operating Engineers Local 148 for FY 2016-2020 with annual wage increase of 2%, 2%, 3%, 3% and other necessary terms and conditions.

Members voting aye on roll call: Hazel, Kinsella, Buettner, Randle, Tyler, Ovian, Silsby, Dintelman, Seibert, White, Galetti, Wigginton and Musgrove. (13)

**ADJOURNMENT**

Alderman Galetti made a motion seconded by Alderman Ovian to adjourn at 7:52 pm.

All members voted aye.

---

Dallas B. Cook, City Clerk

unapproved

MARK W. ECKERT  
Mayor



JAMES A. ROKITA  
Training Coordinator

Department of Police  
CITY OF BELLEVILLE  
101 SOUTH ILLINOIS STREET  
BELLEVILLE, ILLINOIS 62220-2197

COL. WILLIAM G. CLAY III  
Chief of Police



(618) 234-1218, ext 742  
Fax (618) 234-3105

Colonel William G. Clay III  
Belleville Police Department  
Belleville, Illinois

DATE: August 11, 2016  
SUBJ: Peddler/Solicitor Applicant  
REF: Dakota C. Andrews

Sir:

At the request of the City Clerk's Office, a background check was conducted on Belleville Peddler/Solicitor applicant, Dakota C. Andrews, [REDACTED]

I ran applicant through our in-house database, which indicated no record.

I contacted the St. Clair County Circuit Clerk's Office, which indicated no record.

I sent a record check to the Maryland Heights Police Department (Missouri), which indicated no record.

I ran applicant through the State of Missouri database for registered sex offenders and found no record on applicant.

Respectfully,

  
James A. Rokita  
Training Coordinator

*Rokita*

# FAX MESSAGE

DATE 8/9/16

TO: Belleville PD  
1618 - 234 - 7133

FROM MHPD

MARYLAND HEIGHTS POLICE DEPARTMENT  
MARYLAND HEIGHTS, MO 63043

NUMBER OF PAGES TO FOLLOW: 3

MESSAGE:

Ref: Dakota Andrews - No records found

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\_\_\_\_\_  
\_\_\_\_\_

*[Signature]*  
211  
8/9/16



MARYLAND HEIGHTS POLICE DEPARTMENT  
11911 DORSETT RD., MARYLAND HEIGHTS, MO 63043  
314-298-8706  
FAX#314-738-2294

08/05/2016 13:03

MARK W. ECKERT Mayor



COL. WILLIAM G. CLAY Chief of Police

# Department of Police

CITY OF BELLEVILLE  
101 SOUTH ILLINOIS STREET  
BELLEVILLE, ILLINOIS 62220-2197

(618) 234-1218, ext 1742  
Fax (618) ~~234-1218~~

1-234-7133



ADDRESS ALL COMMUNICATIONS TO  
CHIEF OF POLICE

## FACSIMILE TRANSMISSION COVER SHEET

DATE August 5, 2016

TO: Maryland Heights P.D.

ATTN: Records Section

FROM: James A. Rokita

DEPT./DIV.: Training

FAX: (618) ~~234-1218~~ TELE #: (618) 234-1218 ext. 1742  
034-7133

SUBJECT: Background Investigation

This is Page 1 of 3 pages

If you have any questions regarding this transmission Please Call the Sender at the telephone number indicated.

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08/05/2016 13:04

**DEPARTMENT OF POLICE**  
City of Belleville  
Illinois 62220-2197  
*Training Section (618) 234-1218 Ext. 1742*  
Training Section Fax (618) 234-7133

August 4, 2016  
Maryland Heights P.D.  
Records Section  
Ballwin, Missouri

Applicant: Dakota C. Andrews

D.O.B. [REDACTED]

The Belleville Police Department is currently conducting a background investigation on the above City of Belleville applicant. I have attached applicant's signed Authorization to Release Information Form.

Your immediate response to our request would be appreciated in expediting our investigation.

Sincerely,

William Clay III  
Chief of Police

By:   
James A. Rokita  
Background Investigator  
Training Section

### BACKGROUND AUTHORIZATION FORM

PERSONAL INFORMATION	
NAME:	Dakota Andrews
SSN:	[REDACTED]
OTHER NAMES USED:	
HOME ADDRESS:	[REDACTED]
HOW LONG HAVE YOU LIVED AT CURRENT ADDRESS:	4 months
PREVIOUS ADDRESS: HOW LONG?	1
DATE OF BIRTH:	[REDACTED]
DRIVER'S LICENSE NUMBER/STATE OF ISSUE:	[REDACTED]

In connection with my application for employment with you, I understand that investigative background inquiries are to be made on myself including criminal convictions, motor vehicle, and other reports. These reports will include information as to my character, work habits, performance and experience along with reasons for termination of past employment from previous employers. Further, I understand that you will be requesting information from various Federal, State, and other agencies which maintain records concerning my past activities relating to my driving, criminal, civil, and other experiences.

I authorize without reservation, any party or agency contacted by this employer to furnish the above mentioned information.

I release the City of Belleville and any other person and/or agencies from any damage and/or liable acts that may result from obtaining history checks

The above information is used solely for employment verifications and criminal history checks.

Falsifying any information on this release form will constitute grounds for immediate dismissal.

Dakota Andrews  
Applicant's Signature

7/2/18  
Date

# FAX RX Result Report



MFP

CS 4550ci

Firmware Version 2LC\_2F00.009.201 2015.11.05

08/09/2016 08:45  
[2LC\_1000.010.001] [2K9\_1100.002.001] [2LC\_7000.009.012]

Job No.: 069774

Total Time: 0°02'03"

Page: 004

## Complete

Document: **doc06977420160809084345**

No.	Date and Time	Destination	Times	Type	Result	Resolution/ECM
001	08/09/16 08:43	<b>3147382294</b>	0°02'03"	FAX	OK	200x100 Normal/Off

0 matching offender(s)  
and  
0 matching offender names for Andrews Dakota ' / /Year' all

**No matching offenders**

# CITY OF BELLEVILLE, ILLINOIS



CITY FLAG  
DESIGNED BY  
FREDRICK L. LANGE  
JULY 6<sup>th</sup> 1964



DALLAS B. COOK, City Clerk  
101 South Illinois Street  
Belleville, Illinois 62220  
(618) 233-6810  
Fax: (618) 257-0376  
Email: dbcook@belleville.net

## Application for Peddlers/Solicitors License City of Belleville, Illinois Mayor Mark W. Eckert -- City Clerk Dallas B. Cook

Date: 7/8/16

Name of Applicant: Andrews Last Dalsota First C M.I.

Physical Description of Applicant:  
Sex Male Hair Color Brown  
Eye Color Brown Height 5'11 Weight 325

Permanent home and local address of applicant, and, in case of itinerant merchants, the local address from which proposed sales will be made: [REDACTED]

Length of residency at above address: \_\_\_\_\_  
If present home is less than three years, list previous address: \_\_\_\_\_

Telephone Number -- Days [REDACTED] Evenings [REDACTED]  
Drivers License No. [REDACTED] State MO  
Date of Birth [REDACTED]

Name and address of employer (if any) Rewal By Anderson 149 Weldon  
Parkway Suite 115

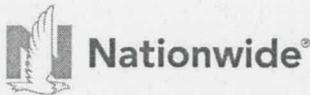
Dates soliciting in Belleville 7-7-16 - 7-7-17  
Items to be solicited/sold free prizes on doors & windows  
Tax I.D. No. \_\_\_\_\_ \$1,000.00 Surety Bond \_\_\_\_\_

There is a \$75.00 application processing fee required which is due at time application is completed. Applicant hereby authorizes the release to the City of Belleville any records, reports, including police records and any other relevant information for the sole purpose of determining the moral character of applicant.

[Signature]  
Signature of Applicant

### (TO BE COMPLETED BY THE CITY)

Applicant received copy of rules/ordinance: Yes  No \_\_\_\_\_  
Copy to Police Dept.: Yes \_\_\_\_\_ No \_\_\_\_\_  
Approved by City Council: Yes \_\_\_\_\_ No \_\_\_\_\_ Date of approval: \_\_\_\_\_



Nationwide Mutual Insurance Company  
Bond Department  
1100 Locust Department 2006  
Des Moines, IA 50391-2006

**License and Permit Bond**

Bond No. 7900443586

KNOW ALL MEN BY THESE PRESENTS:

That we, Dakota Andrews,  
of Maryland Heights, State of MO, as Principal, and Nationwide Mutual Insurance Company,  
a corporation duly licensed to do business in the State of Illinois, as Surety, are held and firmly bound unto  
City of Belleville,  
State of Illinois, Obligee, in the penal sum of One Thousand Dollars  
(\$ 1,000.00) DOLLARS, lawful money of the United States, to be paid to the said Obligee, for which payment  
well and truly to be made, we bind ourselves and our legal representatives, jointly and severally by these presents.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the said Principal has been issued a  
license or permit described as follows: Contractor Solicitors License by  
the said Obligee.

NOW THEREFORE, if the said Principal shall faithfully perform the duties and in all things comply with the laws  
and ordinances, including all Amendments thereto, appertaining to the license or permit described then this  
obligation to be void, otherwise to remain in full force and effect from July 11th, 2016, until  
July 10th, 2017, unless extended by Continuation Certificate.

This bond may be terminated at any time by the Surety upon sending notice in writing, to the clerk of the Political  
Subdivision with whom this bond is filed and to the Principal, at the last known address, and at the expiration of  
thirty (30) days from the mailing of said notice, this bond shall ipso facto terminate and the Surety shall thereupon  
be relieved from any liability for any acts or omissions of the Principal subsequent to said date.

Dated this 11th day of July, 2016.

Shall save and keep harmless the City of Belleville  
from all loss or damage which it may sustain or for which it may become liable on account of the issuance of said  
license or permit.



Dakota Andrews

Principal  
Nationwide Mutual Insurance Company

By: [Signature]  
Kevin Smith, Attorney-in-Fact



BACKGROUND AUTHORIZATION FORM

PERSONAL INFORMATION	
NAME:	Dakota Andrews
SSN:	[REDACTED]
OTHER NAMES USED:	
HOME ADDRESS:	[REDACTED]
HOW LONG HAVE YOU LIVED AT CURRENT ADDRESS:	4 months
PREVIOUS ADDRESS: HOW LONG?	1
DATE OF BIRTH:	[REDACTED]
DRIVER'S LICENSE NUMBER/STATE OF ISSUE:	[REDACTED]

In connection with my application for employment with you, I understand that investigative background inquiries are to be made on myself including criminal convictions, motor vehicle, and other reports. These reports will include information as to my character, work habits, performance and experience along with reasons for termination of past employment from previous employers. Further, I understand that you will be requesting information from various Federal, State, and other agencies which maintain records concerning my past activities relating to my driving, criminal, civil, and other experiences.

I authorize without reservation, any party or agency contacted by this employer to furnish the above mentioned information.

I release the City of Belleville and any other person and/or agencies from any damage and/or liable acts that may result from obtaining history checks

The above information is used solely for employment verifications and criminal history checks.

Falsifying any information on this release form will constitute grounds for immediate dismissal.

Dakota Andrews  
Applicant's Signature

7/2/18  
Date

BACKGROUND AUTHORIZATION FORM

PERSONAL INFORMATION	
NAME:	Dakota Andrews
SSN:	[REDACTED]
OTHER NAMES USED:	
HOME ADDRESS:	[REDACTED]
HOW LONG HAVE YOU LIVED AT CURRENT ADDRESS:	4 months
PREVIOUS ADDRESS: HOW LONG?	1
DATE OF BIRTH:	[REDACTED]
DRIVER'S LICENSE NUMBER/STATE OF ISSUE:	[REDACTED]

In connection with my application for employment with you, I understand that investigative background inquiries are to be made on myself including criminal convictions, motor vehicle, and other reports. These reports will include information as to my character, work habits, performance and experience along with reasons for termination of past employment from previous employers. Further, I understand that you will be requesting information from various Federal, State, and other agencies which maintain records concerning my past activities relating to my driving, criminal, civil, and other experiences.

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The above information is used solely for employment verifications and criminal history checks.

Falsifying any information on this release form will constitute grounds for immediate dismissal.

Dakota Andrews  
Applicant's Signature

7/2/18  
Date

MARK W. ECKERT  
Mayor



JAMES A. ROKITA  
Training Coordinator

Department of Police  
CITY OF BELLEVILLE  
101 SOUTH ILLINOIS STREET  
BELLEVILLE, ILLINOIS 62220-2197

COL. WILLIAM G. CLAY III  
Chief of Police



(618) 234-1218, ext 742  
Fax (618) 234-3105

Colonel William G. Clay III  
Belleville Police Department  
Belleville, Illinois

DATE: August 8, 2016  
SUBJ: Peddler/Solicitor Applicant  
REF: Jeffrey L. Flowers Jr.

Sir:

At the request of the City Clerk's Office, a background check was conducted on Belleville Peddler/Solicitor applicant, Jeffrey L. Flowers Jr. [REDACTED]

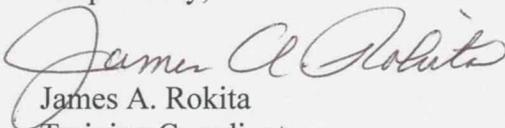
I ran applicant through our in-house database, which indicated no record.

I contacted the St. Clair County Circuit Clerk's Office, which indicated no record.

I sent a record check to the Florissant Police Department, which indicated no record.

I ran applicant through the State of Missouri database for registered sex offenders and found no record on applicant.

Respectfully,

  
James A. Rokita  
Training Coordinator

MARK W. ECKERT  
Mayor



COL. WILLIAM G. CLAY  
Chief of Police

# Department of Police

CITY OF BELLEVILLE  
101 SOUTH ILLINOIS STREET  
BELLEVILLE, ILLINOIS 62220-2197

(618) 234-1218, ext 1742  
Fax (618) ~~234-3105~~

*1-734-7133*



ADDRESS ALL COMMUNICATIONS TO  
CHIEF OF POLICE

*NR*  
*NR*

## FACSIMILE TRANSMISSION COVER SHEET

DATE August 5, 2016

TO: Florissant P.D.

ATTN: Records Section

FROM: James A. Rokita

DEPT./DIV.: Training

FAX: (618) ~~234-3105~~ TELE #: (618) 234-1218 ext. 1742

*234-7133*

SUBJECT: Background Investigation

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

This is Page 1 of 3 pages

**If you have any questions regarding this transmission Please Call the Sender at the telephone number indicated.**

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- (ii) Destroy any hard copies of this transmission and any attachments (to include deleting electronic memory storage);
- (iii) If you have received this transmission in error, please notify the sender immediately or as soon as practical at the above listed number and so advise that you received this transmission in error.

**DEPARTMENT OF POLICE**

City of Belleville

Illinois 62220-2197

***Training Section (618) 234-1218 Ext. 1742***

Training Section Fax (618) 234-7133

August 4, 2016  
Florissant P.D.  
Records Section  
Florissant, Missouri

Applicant: Jeffrey L. Flowers

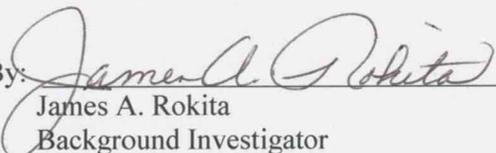
D.O.B. [REDACTED]

The Belleville Police Department is currently conducting a background investigation on the above City of Belleville applicant. I have attached applicant's signed Authorization to Release Information Form.

Your immediate response to our request would be appreciated in expediting our investigation.

Sincerely,

William Clay III  
Chief of Police

By:   
James A. Rokita  
Background Investigator  
Training Section



# FLORISSANT POLICE DEPARTMENT

A tradition of *service*, a legacy of *excellence*  
Timothy J. Lowery, Chief of Police

FAX

Date: Aug. 5, 2016  
To: James Rokita  
Fax: 618-234-7133  
Pages to follow: 0

Comments: Mr. Flowers has a Florissant mailing address  
but actually lives in St. Louis County Police jurisdiction. However,  
I did run his name through our Records Management Program  
and no records were located.

Any questions, please let me know.

Kindest Regards  
Peggy Fowler, DSN 484  
Administrative Assistant-Records  
Florissant Police Department  
Bureau of Support Services  
Records Fax: 314-831-6046

This facsimile contains privileged and confidential information intended only for the use of the individual named above. If the reader of this facsimile is not the intended recipient or the employee or agent responsible for delivering to the intended recipient, you are hereby notified that any dissemination or copying of this facsimile is PROHIBITED. If you receive this facsimile in error, immediately notify us by telephone or return the original facsimile to us at the below address via United States Postal Service.

1700 North Highway 67 ■ Florissant, MO 63033 ■ Phone (314) 831-7000 ■ Fax (314) 830-6045

[www.florissantmo.com/police](http://www.florissantmo.com/police)



Internationally Accredited

**0** matching offender(s)  
and  
**0** matching offender names for **Flowers Jeffrey ' / /Year' all**

**No matching offenders**

# BACKGROUND AUTHORIZATION FORM

PERSONAL INFORMATION	
NAME:	Jeffrey Flowers
SSN:	[REDACTED]
OTHER NAMES USED:	
HOME ADDRESS:	[REDACTED]
HOW LONG HAVE YOU LIVED AT CURRENT ADDRESS:	10+
PREVIOUS ADDRESS: HOW LONG?	
DATE OF BIRTH:	[REDACTED]
DRIVER'S LICENSE NUMBER/STATE OF ISSUE:	[REDACTED]

In connection with my application for employment with you, I understand that investigative background inquiries are to be made on myself including criminal convictions, motor vehicle, and other reports. These reports will include information as to my character, work habits, performance and experience along with reasons for termination of past employment from previous employers. Further, I understand that you will be requesting information from various Federal, State, and other agencies which maintain records concerning my past activities relating to my driving, criminal, civil, and other experiences.

I authorize without reservation, any party or agency contacted by this employer to furnish the above mentioned information.

I release the City of Belleville and any other person and/or agencies from any damage and/or liable acts that may result from obtaining history checks

The above information is used solely for employment verifications and criminal history checks.

Falsifying any information on this release form will constitute grounds for immediate dismissal.

  
Applicant's Signature

Aug 3  
Date

BACKGROUND AUTHORIZATION FORM

PERSONAL INFORMATION	
NAME:	Jeffrey Flowers
SSN:	[REDACTED]
OTHER NAMES USED:	
HOME ADDRESS:	[REDACTED]
HOW LONG HAVE YOU LIVED AT CURRENT ADDRESS:	10+
PREVIOUS ADDRESS: HOW LONG?	
DATE OF BIRTH:	[REDACTED]
DRIVER'S LICENSE NUMBER/STATE OF ISSUE:	[REDACTED]

In connection with my application for employment with you, I understand that investigative background inquiries are to be made on myself including criminal convictions, motor vehicle, and other reports. These reports will include information as to my character, work habits, performance and experience along with reasons for termination of past employment from previous employers. Further, I understand that you will be requesting information from various Federal, State, and other agencies which maintain records concerning my past activities relating to my driving, criminal, civil, and other experiences.

I authorize without reservation, any party or agency contacted by this employer to furnish the above mentioned information.

I release the City of Belleville and any other person and/or agencies from any damage and/or liable acts that may result from obtaining history checks

The above information is used solely for employment verifications and criminal history checks.

Falsifying any information on this release form will constitute grounds for immediate dismissal.



Aug 3

Applicant's Signature

Date



Nationwide Mutual Insurance Company  
Bond Department  
1100 Locust Department 2006  
Des Moines, IA 50391-2006

**License and Permit Bond**

Bond No. 7900443594

KNOW ALL MEN BY THESE PRESENTS:

That we, Jeff Flowers,  
of Maryland Heights, State of MO, as Principal, and Nationwide Mutual Insurance Company,  
a corporation duly licensed to do business in the State of Illinois, as Surety, are held and firmly bound unto  
City of Belleville,  
State of Illinois, Obligee, in the penal sum of One Thousand Dollars  
(\$ 1,000.00) DOLLARS, lawful money of the United States, to be paid to the said Obligee, for which payment  
well and truly to be made, we bind ourselves and our legal representatives, jointly and severally by these presents.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the said Principal has been issued a  
license or permit described as follows: Contractor Solicitors License by  
the said Obligee.

NOW THEREFORE, if the said Principal shall faithfully perform the duties and in all things comply with the laws  
and ordinances, including all Amendments thereto, appertaining to the license or permit described then this  
obligation to be void, otherwise to remain in full force and effect from July 11th, 2016, until  
July 10th, 2017, unless extended by Continuation Certificate.

This bond may be terminated at any time by the Surety upon sending notice in writing, to the clerk of the Political  
Subdivision with whom this bond is filed and to the Principal, at the last known address, and at the expiration of  
thirty (30) days from the mailing of said notice, this bond shall ipso facto terminate and the Surety shall thereupon  
be relieved from any liability for any acts or omissions of the Principal subsequent to said date.

Dated this 11th day of July, 2016.

Shall save and keep harmless the City of Belleville  
from all loss or damage which it may sustain or for which it may become liable on account of the issuance of said  
license or permit.



Jeff Flowers

Principal  
Nationwide Mutual Insurance Company

By: [Signature]  
Kevin Smith, Attorney-in-Fact



MARK W. ECKERT  
Mayor



JAMES A. ROKITA  
Training Coordinator

Department of Police  
CITY OF BELLEVILLE  
101 SOUTH ILLINOIS STREET  
BELLEVILLE, ILLINOIS 62220-2197

COL. WILLIAM G. CLAY III  
Chief of Police



(618) 234-1218, ext 742  
Fax (618) 234-3105

Colonel William G. Clay III  
Belleville Police Department  
Belleville, Illinois

DATE: August 9, 2016  
SUBJ: Peddler/Solicitor Applicant  
REF: Mark M. Habash

Sir:

At the request of the City Clerk's Office, a background check was conducted on Belleville Peddler/Solicitor applicant, Mark M. Habash, [REDACTED].

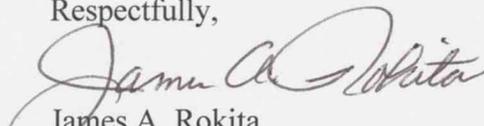
I ran applicant through our in-house database, which indicated two arrests for in-state warrants. See attachment.

I contacted the St. Clair County Circuit Clerk's Office, which indicated fifteen traffic citations. See attachment.

I sent a record check to the Jefferson County Sheriff's Department (Missouri), which indicated three fugitive arrests and three traffic citations. See attachment.

I ran applicant through the State of Missouri database for registered sex offenders and found no record on applicant.

Respectfully,

  
James A. Rokita  
Training Coordinator

MASTER NAME FILE DETAIL REPORT RECORD

HABASH, MARK M.

BELLEVILLE, IL 62223

COUNTY: STCL

BORN: [REDACTED] CURRENT AGE: [REDACTED]

PLACE OF BIRTH: OKLAHOMA

OCCUPATION: CROWN FOOD MART

[REDACTED]  
SSN: [REDACTED] DLN: [REDACTED]

BUSINESS:

FAX:

BOOKING #:

FBI #:

BOI #:

BUREAU #:

HOUSING :

HISTORY #:

WANTED CODE:

DESCRIPTION: MALE White 6'00" 210lbs HAIR:Brown EYES:Brown  
Build:Medium Complexion:Medium  
Gang Type:N/A Gang Name:N/A

\*\* HISTORIES \*\*

06/17/12

INCIDENT #12-05240

RELATIONSHIP:ARRESTED

REFERENCE #:

OFFENSE:5081 -01 In-State Warrant

CSA:

DISPOSITION:90 Referred to Other Agency

OFFICER:P36 Denis Harris

COURT-DATE:

DISPOSITION:

SENTENCE:

FINE:

METHOD OF OPERATION: Fugitive

06/17/12

INCIDENT #12-05240

RELATIONSHIP:ARRESTED

REFERENCE #:

OFFENSE:5081 -01 In-State Warrant

CSA:

DISPOSITION:90 Referred to Other Agency

OFFICER:P36 Denis Harris

COURT-DATE:

DISPOSITION:

SENTENCE:

FINE:

METHOD OF OPERATION: Fugitive

01/22/09

INCIDENT #09-00592

RELATIONSHIP:VICTIM

REFERENCE #:

OFFENSE:1150 Credit Card Fraud

CSA:

DISPOSITION:

OFFICER:

COURT-DATE:

DISPOSITION:

SENTENCE:

FINE:

METHOD OF OPERATION:

MASTER NAME FILE DETAIL REPORT RECORD

**\*\* HISTORIES \*\***

**01/22/09**

INCIDENT #**09-00592**

RELATIONSHIP:**VICTIM**

REFERENCE #:

OFFENSE:**0820 Theft \$500 and Under**

CSA:

DISPOSITION:

OFFICER:

COURT-DATE:

DISPOSITION:

SENTENCE:

FINE:

METHOD OF OPERATION:

---

**12/17/07**

INCIDENT #**07-34170**

RELATIONSHIP:**VICTIM**

REFERENCE #:

OFFENSE:**0560 Assault**

CSA:

DISPOSITION:

OFFICER:

COURT-DATE:

DISPOSITION:

SENTENCE:

FINE:

METHOD OF OPERATION:

---

**04/13/05**

INCIDENT #**05-08950**

RELATIONSHIP:**JUVENILE CONTACT**

REFERENCE #:

OFFENSE:**9110 Disturbance**

CSA:

DISPOSITION:

OFFICER:

COURT-DATE:

DISPOSITION:

SENTENCE:

FINE:

METHOD OF OPERATION:

---



# Defendant's Criminal History

IN THE CIRCUIT COURT OF THE TWENTIETH JUDICIAL CIRCUIT

ST. CLAIR COUNTY, ILLINOIS

COURTS MANAGEMENT INFORMATION SYSTEM

Kahalal A. Clay  
Circuit Clerk

As of Monday August 08, 2016 at 9:39 am

Page: 1

Defendant Name:	MARK M. HABASH	
Date of Birth:	[REDACTED]	Age: 25
Gender:	Male	
Ethnic Group:	Unknown	
Height:	5'11"	
Weight:	210 pounds	
Eye Color:	Brown	
Hair Color:	Black	
Current Address:	[REDACTED]	
	BELLEVILLE, ILLINOIS 62226	

### Other Defendants That Are Included in This Criminal History Report

Defendant - HABASH, MARK M., Gender is Male, Birth is 03/24/1991, Age is 25

Report is in Detailed Format and Includes all Disposition Detail		
Report Includes All Cases Filed		
<input checked="" type="checkbox"/> Includes Felony Cases	<input checked="" type="checkbox"/> Includes D.U.I. Cases	<input checked="" type="checkbox"/> Includes Conservation Cases
<input checked="" type="checkbox"/> Includes Misdemeanor Cases	<input checked="" type="checkbox"/> Includes Traffic Cases	<input checked="" type="checkbox"/> Includes Ordinance Cases
<input checked="" type="checkbox"/> Includes Charge Dispositions	<input checked="" type="checkbox"/> Includes Sentence Dispositions	
<input type="checkbox"/> Includes Court Actions	<input checked="" type="checkbox"/> Includes Last Court Appearance	

\* NOT A CERTIFIED RECORD WITHOUT RAISED SEAL OF THE CLERK OF THE COURT \*

### Criminal History Case Detail Information

#### 13TR0016431 - DISREGARD STOP SIGN - 2946314 - SWANSEA

Case was Filed on: Friday April 19, 2013 Defendant was Arrested on: Friday April 19, 2013

\*\* Filed Under HABASH, MARK M., Gender is Male, Birth is 03/24/1991, Age is 25

Last Court: Monday August 25, 2014 at 8:30 am in Courtroom 109 for Hearing - Show Cause (Contempt of Court)

Case Status: 08/25/2014 - OPEN - ACTIVE WARRANT

08/25/2014 - WARRANT ISSUED

#### 13TR0016432 - PLATE SEC/HGHT/VISL/STCKR/1-2 - 2946315 - SWANSEA

Case was Filed on: Friday April 19, 2013 Defendant was Arrested on: Friday April 19, 2013

\*\* Filed Under HABASH, MARK M., Gender is Male, Birth is 03/24/1991, Age is 25

Last Court: Monday August 25, 2014 at 8:30 am in Courtroom 109 for Hearing - Show Cause (Contempt of Court)

Case Status: 08/25/2014 - OPEN - ACTIVE WARRANT

08/25/2014 - WARRANT ISSUED

#### 13TR0016433 - OPERATE UNINSURED MTR VEHICLE - 2946316 - SWANSEA

Case was Filed on: Friday April 19, 2013 Defendant was Arrested on: Friday April 19, 2013

\*\* Filed Under HABASH, MARK M., Gender is Male, Birth is 03/24/1991, Age is 25



# Defendant's Criminal History

IN THE CIRCUIT COURT OF THE TWENTIETH JUDICIAL CIRCUIT

ST. CLAIR COUNTY, ILLINOIS

COURTS MANAGEMENT INFORMATION SYSTEM

Kahalal A. Clay  
Circuit Clerk

As of Monday August 08, 2016 at 9:39 am

Page: 2

Defendant - HABASH, MARK M., Male, D.O.B: 03/21/1991, Age is 25

## Criminal History Case Detail Information

Last Court: Monday August 25, 2014 at 8:30 am in Courtroom 109 for Hearing - Show Cause (Contempt of Court)

Case Status: 08/25/2014 - OPEN - ACTIVE WARRANT

08/25/2014 - WARRANT ISSUED

### 13TR0015381 - NO VALID REGIS/1ST AND 2ND - 225760 - BELLEVILLE

Case was Filed on: Saturday April 13, 2013 Defendant was Arrested on: Saturday April 13, 2013

\*\* Filed Under HABASH, MARK M., Gender is Male, Birth is [REDACTED] Age is 25

Last Court: Monday August 25, 2014 at 1:30 pm in Courtroom 109 for Hearing - Show Cause (Contempt of Court)

Case Status: 05/23/2013 - CLOSED - CONVICTION (FEES OWED)

01/30/2014 - Assessment Entry of Credit Card Fee \$5.00 Paid \$5.00

05/29/2013 - Assessment Entry of Fines and Costs \$150.00 Paid \$75.00 Owed \$75.00

05/23/2013 - EX PARTE/FINDING OF GUILTY

05/23/2013 - FEES ORDERED - FINES & COURT COSTS \$150.00

### 10TR0051505 - DISREG OFFL TRAFFIC-CON DEVICE - 5021080 - ST. CLAIR COUNTY SHERIFF

Case was Filed on: Friday October 15, 2010 Defendant was Arrested on: Friday October 15, 2010

\*\* Filed Under HABASH, MARK M., Gender is Male, Birth is [REDACTED] Age is 25

Last Court: Wednesday August 08, 2012 at 8:45 am in Courtroom 108 for Review - Financial Payments

Case Status: 01/12/2011 - CLOSED - CONVICTION

06/17/2012 - DEFENDANT APPREHENDED ON A BENCH WARRANT

02/22/2011 - WARRANT ISSUED

01/14/2011 - Assessment Entry of Fines and Costs \$120.00 Paid \$25.00

01/12/2011 - EX PARTE/FINDING OF GUILTY

01/12/2011 - FEES ORDERED - FINES & COURT COSTS \$120.00

### 10TR0043490 - DRIVING 15-20 MPH ABOVE LIMIT - 6712019 - ILLINOIS STATE POLICE

Case was Filed on: Monday August 30, 2010 Defendant was Arrested on: Monday August 30, 2010

\*\* Filed Under HABASH, MARK M., Gender is Male, Birth is [REDACTED] Age is 25

Last Court: Wednesday August 08, 2012 at 8:45 am in Courtroom 108 for Review - Financial Payments

Case Status: 12/14/2010 - CLOSED - CONVICTION

06/20/2012 - Assessment Entry of Bond Ten Percent \$15.00 Paid \$15.00

06/18/2012 - Assessment Entry of Fines and Costs \$75.00 Paid \$60.00

06/17/2012 - DEFENDANT APPREHENDED ON A BENCH WARRANT

01/25/2011 - WARRANT ISSUED

12/17/2010 - Assessment Entry of Fines and Costs \$75.00 Paid \$75.00

12/14/2010 - EX PARTE/FINDING OF GUILTY

12/14/2010 - FEES ORDERED - FINES & COURT COSTS \$75.00

### 10TR0041992 - DISREGARD STOP SIGN - 982270 - E. ST LOUIS

Case was Filed on: Thursday August 19, 2010 Defendant was Arrested on: Thursday August 19, 2010

\*\* Filed Under HABASH, MARK M., Gender is Male, Birth is [REDACTED] Age is 25

Last Court: Tuesday February 22, 2011 at 9:30 am in Courtroom 108 for Hearing - Financial Time Payments

Case Status: 01/12/2011 - CLOSED - CONVICTION

06/19/2012 - Assessment Entry of Bond Ten Percent \$30.00 Paid \$30.00



## Defendant's Criminal History

IN THE CIRCUIT COURT OF THE TWENTIETH JUDICIAL CIRCUIT

ST. CLAIR COUNTY, ILLINOIS

COURTS MANAGEMENT INFORMATION SYSTEM

Kahalal A. Clay  
Circuit Clerk

As of Monday August 08, 2016 at 9:39 am

Page: 3

Defendant - HABASH, MARK M., Male, D.O.B: [REDACTED] Age is 25

### Criminal History Case Detail Information

06/18/2012 - Assessment Entry of Fines and Costs \$75.00 Paid \$75.00  
06/17/2012 - DEFENDANT APPREHENDED ON A BENCH WARRANT  
02/22/2011 - WARRANT ISSUED  
01/14/2011 - Assessment Entry of Fines and Costs \$120.00 Paid \$120.00  
01/12/2011 - EX PARTE/FINDING OF GUILTY  
01/12/2011 - FEES ORDERED - FINES & COURT COSTS \$120.00  
11/17/2010 - DEFENDANT APPREHENDED ON A BENCH WARRANT  
11/17/2010 - Assessment Entry of Sheriff Fees \$50.00 Paid \$50.00  
10/25/2010 - WARRANT ISSUED

### 10TR0030851 - MUFFLERS/1ST,2ND - 6412837 - ILLINOIS STATE POLICE

Case was Filed on: Sunday June 13, 2010 Defendant was Arrested on: Sunday June 13, 2010

\*\* Filed Under HABASH, MARK M., Gender is Male, Birth is [REDACTED] Age is 25

Last Court: Friday July 30, 2010 at 8:45 am in Courtroom 108 for First Court Appearance (Traffic/Misdemeanor)

Case Status: 10/01/2010 - CLOSED - DISMISSED (END OF SUPERVISION)

10/01/2010 - DISMISSED END OF SUPERVISION  
07/30/2010 - WITHHOLD JDGMNT/SUPERVISION  
07/30/2010 - Assessment Entry of Fines and Costs \$55.00 Paid \$55.00  
07/30/2010 - Assessment Entry of Credit Card Fee \$5.00 Paid \$5.00  
07/30/2010 - COURT SUPERVISION 2 months  
07/30/2010 - FEES ORDERED - FINES & COURT COSTS \$55.00

### 10TR0030852 - OPERATE UNINSURED MTR VEHICLE - 6412836 - ILLINOIS STATE POLICE

Case was Filed on: Sunday June 13, 2010 Defendant was Arrested on: Sunday June 13, 2010

\*\* Filed Under HABASH, MARK M., Gender is Male, Birth is [REDACTED] Age is 25

Last Court: Friday July 30, 2010 at 8:45 am in Courtroom 108 for First Court Appearance (Traffic/Misdemeanor)

Case Status: 07/30/2010 - CLOSED - DISMISSED

07/30/2010 - DISMISSED/COURT

### 09TR0024985 - FAIL TO REDUCE SPEED - 1159554 - FAIRVIEW HEIGHTS

Case was Filed on: Wednesday April 22, 2009 Defendant was Arrested on: Wednesday April 22, 2009

\*\* Filed Under HABASH, MARK M., Gender is Male, Birth is [REDACTED] Age is 25

Last Court: Wednesday August 19, 2009 at 8:30 am in Courtroom 109 for Bench Trial (Traffic/Misdemeanor)

Case Status: 07/22/2009 - CLOSED - DISMISSED

07/22/2009 - STRICKEN/LEAVE TO REINSTATE

### 09TR0009768 - LEAVING THE SCENE - 5003140 - ST. CLAIR COUNTY SHERIFF

Case was Filed on: Friday February 20, 2009 Defendant was Arrested on: Friday February 20, 2009

\*\* Filed Under HABASH, MARK M., Gender is Male, Birth is [REDACTED] Age is 25

Last Court: Wednesday June 03, 2009 at 9:30 am in Courtroom 108 for Hearing - Show Cause (Contempt of Court)

Case Status: 05/27/2009 - CLOSED - DISMISSED

05/27/2009 - STRICKEN/LEAVE TO REINSTATE

### 08TR0057188 - DRIVING 21-25 MPH ABOVE LIMIT - 2929015 - SWANSEA

Case was Filed on: Tuesday September 16, 2008 Defendant was Arrested on: Tuesday September 16, 2008



# Defendant's Criminal History

IN THE CIRCUIT COURT OF THE TWENTIETH JUDICIAL CIRCUIT

ST. CLAIR COUNTY, ILLINOIS

COURTS MANAGEMENT INFORMATION SYSTEM

Kahalal A. Clay  
Circuit Clerk

As of Monday August 08, 2016 at 9:39 am

Page: 4

Defendant - HABASH, MARK M., Male, D.O.B: [REDACTED] Age is 25

## Criminal History Case Detail Information

\*\* Filed Under HABASH, MARK M., Gender is Male, Birth is [REDACTED] Age is 25

Last Court: Wednesday January 02, 2013 at 1:30 pm in Courtroom 108 for Over the Counter Court Order Entry,

Case Status: 01/02/2013 - CLOSED - DISMISSED (END OF SUPERVISION)

01/02/2013 - DISMISSED END OF SUPERVISION

11/17/2008 - WITHHOLD JDGMNT/SUPERVISION

11/17/2008 - DELAYED SENTENCING, DISPOSITION PENDING

11/17/2008 - Assessment Entry of Fines and Costs \$100.00 Paid \$100.00

11/17/2008 - COURT SUPERVISION 60 days \$100.00

11/17/2008 - DRIVER EDUCATION SCHOOL 92 days

### 08TR0006549 - OPERATE UNINSURED MTR VEHICLE - 5164476 - ILLINOIS STATE POLICE

Case was Filed on: Tuesday February 05, 2008 Defendant was Arrested on: Tuesday February 05, 2008

Last Court: Friday March 28, 2008 at 8:45 am in Courtroom 108 for First Court Appearance (Traffic/Misdemeanor)

Case Status: 03/28/2008 - CLOSED - DISMISSED

03/28/2008 - DISMISSED (STATE OR CITY MOTION)

### 08TR0006550 - FRONT/SIDE WINDSHLD UNOBST - 5164477 - ILLINOIS STATE POLICE

Case was Filed on: Tuesday February 05, 2008 Defendant was Arrested on: Tuesday February 05, 2008

Last Court: Friday March 28, 2008 at 8:45 am in Courtroom 108 for First Court Appearance (Traffic/Misdemeanor)

Case Status: 03/28/2008 - CLOSED - DISMISSED

03/28/2008 - DISMISSED (STATE OR CITY MOTION)

### 08TR0000735 - DISREGARD STOP SIGN - 2927699 - SWANSEA

Case was Filed on: Tuesday January 08, 2008 Defendant was Arrested on: Tuesday January 08, 2008

\*\* Filed Under HABASH, MARK M., Gender is Male, Birth is 03/24/1991, Age is 25

Last Court: Tuesday August 12, 2008 at 8:45 am in Courtroom 108 for Hearing - Show Cause (Contempt of Court)

Case Status: 09/13/2008 - CLOSED - DISMISSED (END OF SUPERVISION)

09/13/2008 - DISMISSED END OF SUPERVISION

08/12/2008 - WITHHOLD JDGMNT/SUPERVISION

08/12/2008 - Assessment Entry of Fines and Costs \$75.00 Paid \$75.00

08/12/2008 - Assessment Entry of Credit Card Fee \$5.00 Paid \$5.00

08/12/2008 - COURT SUPERVISION 1 months \$75.00

08/12/2008 - DRIVER EDUCATION SCHOOL

MARK W. ECKERT  
Mayor



COL. WILLIAM G. CLAY  
Chief of Police

# Department of Police

CITY OF BELLEVILLE  
101 SOUTH ILLINOIS STREET  
BELLEVILLE, ILLINOIS 62220-2197

(618) 234-1218, ext 1742  
Fax (618) ~~234-3105~~

1-234-7133



ADDRESS ALL COMMUNICATIONS TO  
CHIEF OF POLICE

R  
R

## FACSIMILE TRANSMISSION COVER SHEET

DATE August 5, 2016

TO: Jefferson County S.O.

ATTN: Records Section

FROM: James A. Rokita

DEPT./DIV.: Training

FAX: (618) ~~234-3105~~ TELE #: (618) 234-1218 ext. 1742

234-7133

SUBJECT: Background Investigation

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

This is Page 1 of 3 pages

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(iii) If you have received this transmission in error, please notify the sender immediately or as soon as practical at the above listed number and so advise that you received this transmission in error.

Fax from :

**DEPARTMENT OF POLICE**  
City of Belleville  
Illinois 62220-2197  
Training Section (618) 234-1218 Ext. 1742  
Training Section Fax (618) 234-7133

August 4, 2016  
Jefferson County S.O.  
Records Section  
Hillsboro, Missouri

Applicant: Mark M. Habash

D.O.B. [REDACTED]

The Belleville Police Department is currently conducting a background investigation on the above City of Belleville applicant. I have attached applicant's signed Authorization to Release Information Form.

Your immediate response to our request would be appreciated in expediting our investigation.

Sincerely,

William Clay III  
Chief of Police

JEFFERSON COUNTY SHERIFFS DEPT.  
P. O. BOX 100  
HILLSBORO, MO 63050

By: *James A. Rokita*  
James A. Rokita  
Background Investigator  
Training Section

This Record Check includes a search of Jefferson County Sheriff's Office arrest files ONLY and does not include any other municipality or jurisdiction.

7-12-2015 - Speeding  
Fail reg vehicle  
Fug StL to traffic  
Fug Des Peres traffic

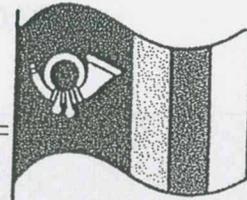
BLueth  
441

6-9-2015 Speeding  
NO PLTS  
Fug traffic StL to

**0** matching **offender(s)**  
and  
**0** matching offender names for **Habash Mark ' / /Year' all**

**No matching offenders**

# CITY OF BELLEVILLE, ILLINOIS



CITY FLAG  
DESIGNED BY  
FREDRICK L. LANGE  
JULY 6<sup>th</sup> 1964



DALLAS B. COOK, City Clerk  
101 South Illinois Street  
Belleville, Illinois 62220  
(618) 233-6810  
Fax: (618) 257-0376  
Email: dbcook@belleville.net

## Application for Peddlers/Solicitors License City of Belleville, Illinois Mayor Mark W. Eckert -- City Clerk Dallas B. Cook

Date: 8-2-16

Name of Applicant: Hawthorn Mark  
Last First M.I.

Physical Description of Applicant:  
Sex M Hair Color Blk  
Eye Color Blu Height 6'0 Weight 215

Permanent home and local address of applicant, and, in case of itinerant merchants, the local address:

[Redacted address]

Length of residency at above address: 3  
If present home is less than three years, list previous address:

Telephone Number -- Days [Redacted] Evenings \_\_\_\_\_  
Drivers License No. \_\_\_\_\_ State \_\_\_\_\_  
Date of Birth [Redacted]

Name and address of employer (if any) Birw LLC

Dates soliciting in Belleville \_\_\_\_\_  
Items to be solicited/sold \_\_\_\_\_  
Tax I.D. No. \_\_\_\_\_ \$1,000.00 Surety Bond \_\_\_\_\_

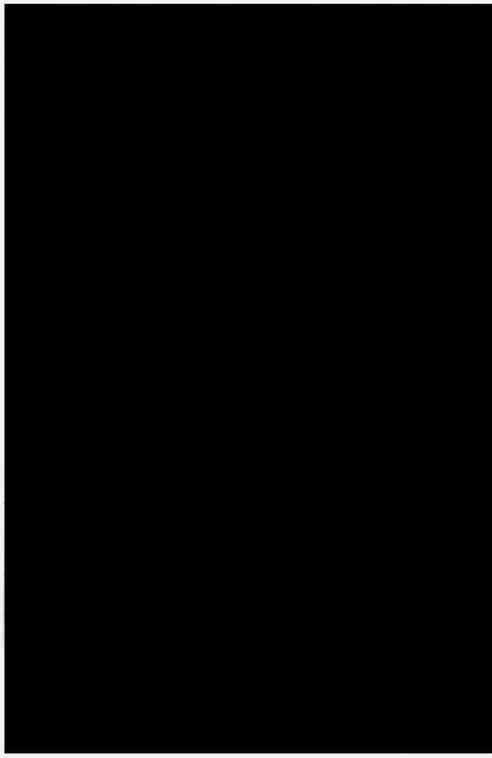
There is a \$75.00 application processing fee required which is due at time application is completed. Applicant hereby authorizes the release to the City of Belleville any records, reports, including police records and any other relevant information for the sole purpose of determining the moral character of applicant.

[Signature]  
Signature of Applicant

(TO BE COMPLETED BY THE CITY)

Applicant received copy of rules/ordinance: Yes \_\_\_\_\_ No \_\_\_\_\_  
Copy to Police Dept.: Yes \_\_\_\_\_ No \_\_\_\_\_  
Approved by City Council: Yes \_\_\_\_\_ No \_\_\_\_\_ Date of approval: \_\_\_\_\_

21-8-8  
[Signature]





Nationwide Mutual Insurance Company  
Bond Department  
1100 Locust Department 2006  
Des Moines, IA 50391-2006

**License and Permit Bond**

Bond No. 7900443585

KNOW ALL MEN BY THESE PRESENTS:

That we, Mark Habash  
of Maryland Heights, State of MO, as Principal, and Nationwide Mutual Insurance Company,  
a corporation duly licensed to do business in the State of Illinois, as Surety, are held and firmly bound unto  
City of Belleville,  
State of Illinois, Obligee, in the penal sum of One Thousand Dollars  
(\$ 1,000.00 ) DOLLARS, lawful money of the United States, to be paid to the said Obligee, for which payment  
well and truly to be made, we bind ourselves and our legal representatives, jointly and severally by these presents.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the said Principal has been issued a  
license or permit described as follows: Contractors Solicitors License by  
the said Obligee.

NOW THEREFORE, if the said Principal shall faithfully perform the duties and in all things comply with the laws  
and ordinances, including all Amendments thereto, appertaining to the license or permit described then this  
obligation to be void, otherwise to remain in full force and effect from July 11th, 2016, until  
July 10th, 2017, unless extended by Continuation Certificate.

This bond may be terminated at any time by the Surety upon sending notice in writing, to the clerk of the Political  
Subdivision with whom this bond is filed and to the Principal, at the last known address, and at the expiration of  
thirty (30) days from the mailing of said notice, this bond shall ipso facto terminate and the Surety shall thereupon  
be relieved from any liability for any acts or omissions of the Principal subsequent to said date.

Dated this 11th day of July, 2016.

Shall save and keep harmless the City of Belleville  
from all loss or damage which it may sustain or for which it may become liable on account of the issuance of said  
license or permit.



Mark Habash

Principal  
Nationwide Mutual Insurance Company

By: [Signature]  
Kevin Smith, Attorney-in-Fact

MARK W. ECKERT  
Mayor



JAMES A. ROKITA  
Training Coordinator

Department of Police  
CITY OF BELLEVILLE  
101 SOUTH ILLINOIS STREET  
BELLEVILLE, ILLINOIS 62220-2197

COL. WILLIAM G. CLAY III  
Chief of Police



(618) 234-1218, ext 742  
Fax (618) 234-3105

Colonel William G. Clay III  
Belleville Police Department  
Belleville, Illinois

DATE: August 15, 2016  
SUBJ: Peddler/Solicitor Applicant  
REF: Elvis Kuruzovic

Sir:

At the request of the City Clerk's Office, a background check was conducted on Belleville Peddler/Solicitor applicant, Elvis Kuruzovic, D.O.B. [REDACTED]

I ran applicant through our in-house database, which indicated no record.

I contacted the St. Clair County Circuit Clerk's Office, which indicated no record.

I sent a record check to the St. Louis Police Department, which returned indicating applicant received seven traffic citations. See attachment

I ran applicant through the State of Missouri database for registered sex offenders and found no record on applicant.

Respectfully,

James A. Rokita  
Training Coordinator

MARK W. ECKERT  
Mayor



COL. WILLIAM G. CLAY  
Chief of Police

# Department of Police

CITY OF BELLEVILLE  
101 SOUTH ILLINOIS STREET  
BELLEVILLE, ILLINOIS 62220-2197

(618) 234-1218, ext 1742  
Fax (618) ~~234-3105~~

1-234-7133



ADDRESS ALL COMMUNICATIONS TO  
CHIEF OF POLICE

NR  
NR

## FACSIMILE TRANSMISSION COVER SHEET

DATE August 5, 2016

TO: St. Louis P.D.

ATTN: Records Section

FROM: James A. Rokita

DEPT./DIV.: Training

FAX: (618) ~~234-3105~~ TELE #: (618) 234-1218 ext. 1742

234-7133

SUBJECT: Background Investigation

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

This is Page 1 of 3 pages

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**DEPARTMENT OF POLICE**

City of Belleville

Illinois 62220-2197

*Training Section (618) 234-1218 Ext. 1742*

Training Section Fax (618) 234-7133

August 4, 2016  
St. Louis P.D.  
Records Section  
St. Louis, Missouri

Applicant: Elvis Kuruzovic

D.O.B. [REDACTED]

The Belleville Police Department is currently conducting a background investigation on the above City of Belleville applicant. I have attached applicant's signed Authorization to Release Information Form.

Your immediate response to our request would be appreciated in expediting our investigation.

Sincerely,

William Clay III  
Chief of Police

By:



James A. Rokita  
Background Investigator  
Training Section

BACKGROUND AUTHORIZATION FORM

PERSONAL INFORMATION	
NAME:	Elvis Kuzovik
SSN:	[REDACTED]
OTHER NAMES USED:	
HOME ADDRESS:	[REDACTED]
HOW LONG HAVE YOU LIVED AT CURRENT ADDRESS:	11
PREVIOUS ADDRESS: HOW LONG?	
DATE OF BIRTH:	[REDACTED]
DRIVER'S LICENSE NUMBER/STATE OF ISSUE:	[REDACTED]

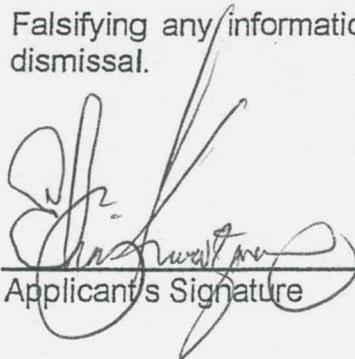
In connection with my application for employment with you, I understand that investigative background inquiries are to be made on myself including criminal convictions, motor vehicle, and other reports. These reports will include information as to my character, work habits, performance and experience along with reasons for termination of past employment from previous employers. Further, I understand that you will be requesting information from various Federal, State, and other agencies which maintain records concerning my past activities relating to my driving, criminal, civil, and other experiences.

I authorize without reservation, any party or agency contacted by this employer to furnish the above mentioned information.

I release the City of Belleville and any other person and/or agencies from any damage and/or liable acts that may result from obtaining history checks

The above information is used solely for employment verifications and criminal history checks.

Falsifying any information on this release form will constitute grounds for immediate dismissal.

  
Applicant's Signature

7-7-16  
Date



COL. D. SAMUEL DOTSON III, CHIEF OF POLICE

Service, Integrity, Leadership And Fair Treatment To All

# METROPOLITAN POLICE DEPARTMENT

CITY OF ST. LOUIS - 1915 OLIVE STREET - ST. LOUIS, MISSOURI 63103

## Fax Transmittal Memorandum

To: Bellville Police Dept.

Fax Number: (618) 234-7133

From: St. Louis Metropolitan Police Dept.

Fax Number: (314) 444-5321

Phone Number: (314) 444-5541

Transmission Date: 8/12/16

Time: \_\_\_\_\_

Total Number of Pages Including This One: 5

Comments: Re: Elvis Kuruzovic



Response

Page 2 of 4

\*\*\* FOR /OLN T154232016 NO SUMMONS RECORD  
END OF REJIS SUMMONS RESPONSE

START OF REJIS HISTORY RESPONSE

\*\*\* FOR /NAM KURUZOVIC ELVIS U M 02221991 NO HISTORY RECORD

\*\*\* FOR /SOC 498081328 NO HISTORY RECORD

\*\*\* FOR /OLN T154232016 NO HISTORY RECORD  
END OF REJIS HISTORY RESPONSE

START OF REJIS ARREST RESPONSE

\*\*\* FOR /NAM KURUZOVIC ELVIS U M 02221991 NO ARREST RECORD

\*\*\* FOR /SOC 498081328 NO ARREST RECORD

**FOR LAW ENFORCEMENT PURPOSES ONLY**

\*\*\* FOR /OLN T154232016 NO ARREST RECORD  
END OF REJIS ARREST RESPONSE

START OF MULES CRIMINAL HISTORY

FROM-MSHP CRD DATE: 08/12/2016 TIME: 12:19:24 DEST TERM: LSLPZZVI  
QW.NAM/KURUZOVIC, ELVIS. SEX/M. RAC/U. DOB/02221991. SOC/498081328. OLN/T154232016.0

THIS RESPONSE IS BASED ON YOUR INQUIRY OF:  
QIDE.MOSPD0000..\*MR11509488..REJIS..  
NAM/KURUZOVIC, ELVIS. SEX/M. RAC/U. DOB/19910222

NO RECORD FOUND WITH MISSOURI CRIMINAL HISTORY FILES  
END OF MULES CRIMINAL HISTORY

START OF MULES HOT FILE RESPONSE

FROM-MULES DATE: 08/12/2016 TIME: 12:19:24 DEST TERM: LSLPZZVI  
QW.NAM/KURUZOVIC, ELVIS. SEX/M. RAC/U. DOB/02221991. SOC/498081328. OLN/T154232016.0

Response

Page 3 of 4

\*\*\*\* NO MULES RECORD FOUND FOR INQUIRY ABOVE \*\*\*\*  
END OF MULES HOT FILE RESPONSE

START OF MOBILE TICKETING RESPONSE

\*\*\* THE INDEX RESPONSE DOES NOT REFLECT FINAL COURT DISPOSITION \*\*\*

KURUZOVIC ELVIS RACE:W SEX:M DOB: [REDACTED]  
CITATION TKT#:140466435 05/26/2015 CREVE COEUR PD  
320.030 EXCEED SPEED-60 MPH ZONE

KURUZOVIC ELVIS RACE:W SEX:M DOB: [REDACTED]  
CITATION TKT#:130594672 11/02/2014 SAINT LOUIS METROPOLITAN POL  
17.52.350 DISPLAY COLORED LIGHTS

KURUZOVIC ELVIS RACE:W SEX:M DOB: [REDACTED]  
CITATION TKT#:130594672 11/02/2014 SAINT LOUIS METROPOLITAN POL  
834.010 IMP START-STOPPED POSITI

KURUZOVIC ELVIS RACE:W SEX:M DOB: [REDACTED]  
CITATION TKT#:110597499 04/07/2013 SAINT LOUIS METROPOLITAN POL  
17.52.290 OPER W-O PROPER VEH LIC

KURUZOVIC ELVIS RACE:W SEX:M DOB: 02/22/1991  
CITATION TKT#:110597500 04/07/2013 SAINT LOUIS METROPOLITAN POL  
17.53.065 COUNTERFEIT INSUR CARD

FOR LAW ENFORCEMENT PURPOSES ONLY

KURUZOVIC ELVIS RACE:W SEX:M DOB: [REDACTED]  
CITATION TKT#:110597501 04/07/2013 SAINT LOUIS METROPOLITAN POL  
17.52.310 FAIL TO DISP INSP CERTIF

KURUZOVIC ELVIS RACE:W SEX:M DOB: [REDACTED]  
CITATION TKT#:110555538 06/14/2012 SAINT LOUIS METROPOLITAN POL  
17.16.120 IMPROP LANE USE-WEAVING

END OF MOBILE TICKET RESPONSE

START OF NCIC HOT FILE RESPONSE

FROM-NCIC DATE: 08/12/2016 TIME: 12:19:24 DEST TERM: LSLP2ZVI  
QW.NAM/KURUZOVIC,ELVIS.SEX/M.RAC/U.DOB/02221991.SOC/498081328.OLN/T154232016.O

1L01058D,MR11509488  
M0SPD0000

NO NCIC WANT SOC/498081328

NO NCIC WANT OLN/T154232016

NO NCIC WANT NAM/KURUZOVIC,ELVIS DOB/19910222 RAC/U SEX/M

Response

Page 4 of 4

\*\*\*MESSAGE KEY QW SEARCHES WANTED PERSON FILE FELONY RECORDS REGARDLESS OF EXTRADITION AND MISDEMEANOR RECORDS INDICATING POSSIBLE INTERSTATE EXTRADITION FROM THE INQUIRING AGENCY'S LOCATION ALL OTHER NCIC PERSONS FILES ARE SEARCHED WITHOUT LIMITATIONS.

END OF NCIC HOT FILE RESPONSE

SEARCH DISCONTINUED FOR THIS FILE

0 matching offender(s)  
and  
0 matching offender names for Kuruzovic Elvis ' / /Year' all

**No matching offenders**

BACKGROUND AUTHORIZATION FORM

PERSONAL INFORMATION	
NAME:	Elvis Kuruzovic
SSN:	[REDACTED]
OTHER NAMES USED:	
HOME ADDRESS:	[REDACTED]
HOW LONG HAVE YOU LIVED AT THIS ADDRESS:	11
PREVIOUS ADDRESS: HOW LONG?	
DATE OF BIRTH:	[REDACTED]
DRIVER'S LICENSE NUMBER/STATE OF ISSUE:	[REDACTED]

In connection with my application for employment with you, I understand that investigative background inquiries are to be made on myself including criminal convictions, motor vehicle, and other reports. These reports will include information as to my character, work habits, performance and experience along with reasons for termination of past employment from previous employers. Further, I understand that you will be requesting information from various Federal, State, and other agencies which maintain records concerning my past activities relating to my driving, criminal, civil, and other experiences.

I authorize without reservation, any party or agency contacted by this employer to furnish the above mentioned information.

I release the City of Belleville and any other person and/or agencies from any damage and/or liable acts that may result from obtaining history checks

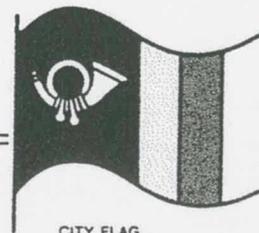
The above information is used solely for employment verifications and criminal history checks.

Falsifying any information on this release form will constitute grounds for immediate dismissal.

  
Applicant's Signature

7-7-16  
Date

# CITY OF BELLEVILLE, ILLINOIS



CITY FLAG  
DESIGNED BY  
FREDRICK L. LANGE  
JULY 6<sup>th</sup> 1964

© 65

DALLAS B. COOK, City Clerk  
101 South Illinois Street  
Belleville, Illinois 62220  
(618) 233-6810  
Fax: (618) 257-0376  
Email: dbcook@belleville.net

## Application for Peddlers/Solicitors License City of Belleville, Illinois Mayor Mark W. Eckert -- City Clerk Dallas B. Cook

Date: 7-7-16

Name of Applicant: KURUZOVIC ELVIS  
Last First M.I.

Physical Description of Applicant:

Sex M Hair Color Blonde  
Eye Color Blue Height 5'11 Weight 155

Permanent home and local address of applicant, and, in case of itinerant merchants, the local address from which proposed sales will be made:

[Redacted Address]

Length of residency at above address: \_\_\_\_\_

If present home is less than three years, list previous address: \_\_\_\_\_

Telephone Number -- Days [Redacted] Evenings [Redacted]

Drivers License No. [Redacted] State [Redacted]

Date of Birth [Redacted]

Name and address of employer (if any) \_\_\_\_\_

Renewal by Anderson 149 Weldon Park way Maryland Heights Mo 63043

Dates soliciting in Belleville \_\_\_\_\_

Items to be solicited/sold \_\_\_\_\_

Tax I.D. No. \_\_\_\_\_ \$1,000.00 Surety Bond \_\_\_\_\_

There is a \$75.00 application processing fee required which is due at time application is completed. Applicant hereby authorizes the release to the City of Belleville any records, reports, including police records and any other relevant information for the sole purpose of determining the moral character of applicant.

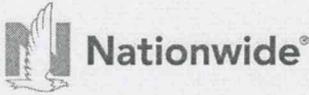
[Signature]  
Signature of Applicant

(TO BE COMPLETED BY THE CITY)

Applicant received copy of rules/ordinance: Yes \_\_\_\_\_ No \_\_\_\_\_

Copy to Police Dept.: Yes \_\_\_\_\_ No \_\_\_\_\_

Approved by City Council: Yes \_\_\_\_\_ No \_\_\_\_\_ Date of approval: \_\_\_\_\_



Nationwide Mutual Insurance Company  
Bond Department  
1100 Locust Department 2006  
Des Moines, IA 50391-2006

**License and Permit Bond**

Bond No. 7900443589

KNOW ALL MEN BY THESE PRESENTS:

That we, Elvis kuruzovic,  
of Maryland Heights, State of MO, as Principal, and Nationwide Mutual Insurance Company,  
a corporation duly licensed to do business in the State of Illinois, as Surety, are held and firmly bound unto  
City of Belleville,  
State of Illinois, Obligee, in the penal sum of One Thousand Dollars  
(\$ 1,000.00) DOLLARS, lawful money of the United States, to be paid to the said Obligee, for which payment  
well and truly to be made, we bind ourselves and our legal representatives, jointly and severally by these presents.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the said Principal has been issued a  
license or permit described as follows: Contractor Solicitors License by  
the said Obligee.

NOW THEREFORE, if the said Principal shall faithfully perform the duties and in all things comply with the laws  
and ordinances, including all Amendments thereto, appertaining to the license or permit described then this  
obligation to be void, otherwise to remain in full force and effect from July 11th, 2016, until  
July 10th, 2017, unless extended by Continuation Certificate.

This bond may be terminated at any time by the Surety upon sending notice in writing, to the clerk of the Political  
Subdivision with whom this bond is filed and to the Principal, at the last known address, and at the expiration of  
thirty (30) days from the mailing of said notice, this bond shall ipso facto terminate and the Surety shall thereupon  
be relieved from any liability for any acts or omissions of the Principal subsequent to said date.

Dated this 11th day of July, 2016.

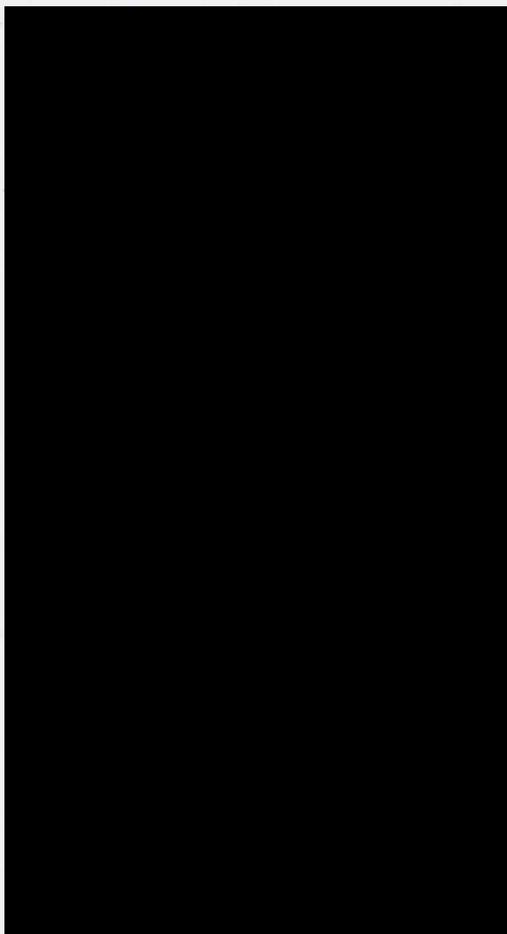
Shall save and keep harmless the City of Belleville  
from all loss or damage which it may sustain or for which it may become liable on account of the issuance of said  
license or permit.



Elvis kuruzovic

Principal  
Nationwide Mutual Insurance Company

By: [Signature]  
Kevin Smith, Attorney-in-Fact



MARK W. ECKERT  
Mayor



JAMES A. ROKITA  
Training Coordinator

Department of Police  
CITY OF BELLEVILLE  
101 SOUTH ILLINOIS STREET  
BELLEVILLE, ILLINOIS 62220-2197

COL. WILLIAM G. CLAY III  
Chief of Police



(618) 234-1218, ext 742  
Fax (618) 234-3105

Colonel William G. Clay III  
Belleville Police Department  
Belleville, Illinois

DATE: August 5, 2016  
SUBJ: Peddler/Solicitor Applicant  
REF: Jaquin T. Leon

Sir:

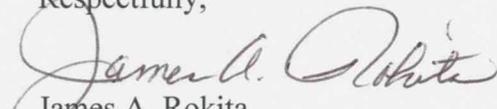
At the request of the City Clerk's Office, a background check was conducted on Belleville Peddler /Solicitor applicant, Jaquin T. Leon, [REDACTED]

I ran applicant through our in-house database, which indicated no arrests.

I contacted the St. Clair County Circuit Clerk's Office, which indicated no record.

I ran applicant through the State of Illinois database for registered sex offenders and found no record on applicant.

Respectfully,

  
James A. Rokita  
Training Coordinator

MASTER NAME FILE DETAIL REPORT RECORD

LEON, JAQUIN T.  
9922 OLD LINCOLN TRAIL  
FAIRVIEW HEIGHTS, IL 62208

BORN: [REDACTED] CURRENT AGE: 25  
PLACE OF BIRTH:  
OCCUPATION:

PHONE: [REDACTED] CELL PHONE: [REDACTED] BUSINESS: FAX:  
SSN: [REDACTED] DLN: [REDACTED]

BOOKING #:  
FBI #: BOI #:  
BUREAU #: HOUSING :  
HISTORY #: WANTED CODE:

DESCRIPTION: MALE Black 0'00" 000lbs HAIR: EYES:  
Build:N/A Complexion:N/A  
Gang Type:N/A Gang Name:N/A

\*\* HISTORIES \*\*

12/13/09 INCIDENT #09-10607 RELATIONSHIP:VICTIM  
REFERENCE #:  
OFFENSE:1310 Criminal Damage to Property CSA:  
DISPOSITION:  
OFFICER:  
COURT-DATE: DISPOSITION:  
SENTENCE: FINE:  
METHOD OF OPERATION:

12/13/09 INCIDENT #09-10607 RELATIONSHIP:VICTIM  
REFERENCE #:  
OFFENSE:0460 Battery CSA:  
DISPOSITION:  
OFFICER:  
COURT-DATE: DISPOSITION:  
SENTENCE: FINE:  
METHOD OF OPERATION:



[www.isp.state.il.us/sor](http://www.isp.state.il.us/sor)

Bruce Rauner, Governor

Offender Search

Illinois Sex Offender Registration Search Results

First Name

Last Name

\* Letters & hyphen only

City

\* Letters & spaces only

Zip Code

County, Incarcerated or Out of State

Status

Homeless

Offender Type

Results

Download Options

[Help](#)

Agency Links

- Mapping
- Frequently Asked Questions (FAQ)
- Other State SOR Sites
- Transitional Housing
- Contact Us
- SOR Home
- ISP Home

Search Illinois



No records were found matching your

search criteria. Please broaden your search and try again.

[Search Help](#)

Searching by Name

You can enter the first few or all characters of the first and/or last name of the person you are looking for. This will return all results for offenders beginning with those letters.

Do NOT include common suffixes such as JR, SR, I, II, III, etc.

Letters and hyphens only. Do NOT include numbers or any other special characters such as commas, periods, accents, etc.

Searching by Zip Code

You can enter an exact zip code (5 digits) or a partial zip code. Entering 626 will return offenders in all zip codes that start with 626.

Searching by City

The spacing of your request can make a difference in your results. Searching on DeKalb will return records, but searching on De Kalb will return zero records.

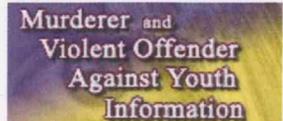
Searching by County

In addition to Counties, choices are available for INCARCERATED and OUT OF STATE at the bottom of the list.

Searching by Status

One thing to note when searching by status is that Location Unknown is a subset of Non-Compliant offenders.

Agency Features



BACKGROUND AUTHORIZATION FORM

PERSONAL INFORMATION	
NAME:	Jaquin Leon
SSN:	[REDACTED]
OTHER NAMES USED:	
HOME ADDRESS:	[REDACTED]
HOW LONG HAVE YOU LIVED AT CURRENT ADDRESS:	3 months
PREVIOUS ADDRESS:	[REDACTED]
HOW LONG?	9 months
DATE OF BIRTH:	[REDACTED]
DRIVER'S LICENSE NUMBER/STATE OF ISSUE	[REDACTED]

In connection with my application for employment with you, I understand that investigative background inquiries are to be made on myself including criminal convictions, motor vehicle, and other reports. These reports will include information as to my character, work habits, performance and experience along with reasons for termination of past employment from previous employers. Further, I understand that you will be requesting information from various Federal, State, and other agencies which maintain records concerning my past activities relating to my driving, criminal, civil, and other experiences.

I authorize without reservation, any party or agency contacted by this employer to furnish the above mentioned information.

I release the City of Belleville and any other person and/or agencies from any damage and/or liable acts that may result from obtaining history checks

The above information is used solely for employment verifications and criminal history checks.

Falsifying any information on this release form will constitute grounds for immediate dismissal.

  
Applicant's Signature

07/07/14  
Date

# CITY OF BELLEVILLE, ILLINOIS



CITY FLAG  
DESIGNED BY  
FREDRICK L. LANGE  
JULY 6<sup>th</sup> 1964



DALLAS B. COOK, City Clerk  
101 South Illinois Street  
Belleville, Illinois 62220  
(618) 233-6810  
Fax: (618) 257-0376  
Email: dbcook@belleville.net

## Application for Peddlers/Solicitors License City of Belleville, Illinois Mayor Mark W. Eckert -- City Clerk Dallas B. Cook

Date: 7-7-10  
Name of Applicant: Jaquin Leon Last Jaquin First T M.I.

Physical Description of Applicant:  
Sex M Hair Color B  
Eye Color Brown Height 6'0 Weight 200

Permanent home and local address of applicant, and, in case of itinerant merchants, the local address from which proposed sales will be made:

[Redacted address]

Length of residency at above address: 3 months

If present home is less than three years, list previous address:

[Redacted address]

Telephone Number -- Days [Redacted] Evenings [Redacted]  
Drivers License No. [Redacted] State [Redacted]  
Date of Birth [Redacted]

Name and address of employer (if any) Renewal by Andersen

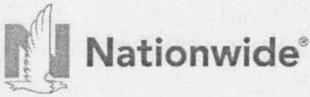
Dates soliciting in Belleville \_\_\_\_\_  
Items to be solicited/sold \_\_\_\_\_  
Tax I.D. No. \_\_\_\_\_ \$1,000.00 Surety Bond \_\_\_\_\_

There is a \$75.00 application processing fee required which is due at time application is completed. Applicant hereby authorizes the release to the City of Belleville any records, reports, including police records and any other relevant information for the sole purpose of determining the moral character of applicant.

[Signature]  
Signature of Applicant

(TO BE COMPLETED BY THE CITY)

Applicant received copy of rules/ordinance: Yes \_\_\_\_\_ No \_\_\_\_\_  
Copy to Police Dept.: Yes \_\_\_\_\_ No \_\_\_\_\_  
Approved by City Council: Yes \_\_\_\_\_ No \_\_\_\_\_ Date of approval: \_\_\_\_\_



Nationwide Mutual Insurance Company  
Bond Department  
1100 Locust Department 2006  
Des Moines, IA 50391-2006

**License and Permit Bond**

Bond No. 7900443591

KNOW ALL MEN BY THESE PRESENTS:

That we, Jaquin Leon,  
of Maryland Heights, State of MO, as Principal, and Nationwide Mutual Insurance Company,  
a corporation duly licensed to do business in the State of Illinois, as Surety, are held and firmly bound unto  
City of Belleville,  
State of Illinois, Obligee, in the penal sum of One Thousand Dollars  
(\$ 1,000.00) DOLLARS, lawful money of the United States, to be paid to the said Obligee, for which payment  
well and truly to be made, we bind ourselves and our legal representatives, jointly and severally by these presents.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the said Principal has been issued a  
license or permit described as follows: Contractor Solicitors License by  
the said Obligee.

NOW THEREFORE, if the said Principal shall faithfully perform the duties and in all things comply with the laws  
and ordinances, including all Amendments thereto, appertaining to the license or permit described then this  
obligation to be void, otherwise to remain in full force and effect from July 11th, 2016, until  
July 10th, 2017, unless extended by Continuation Certificate.

This bond may be terminated at any time by the Surety upon sending notice in writing, to the clerk of the Political  
Subdivision with whom this bond is filed and to the Principal, at the last known address, and at the expiration of  
thirty (30) days from the mailing of said notice, this bond shall ipso facto terminate and the Surety shall thereupon  
be relieved from any liability for any acts or omissions of the Principal subsequent to said date.

Dated this 11th day of July, 2016.

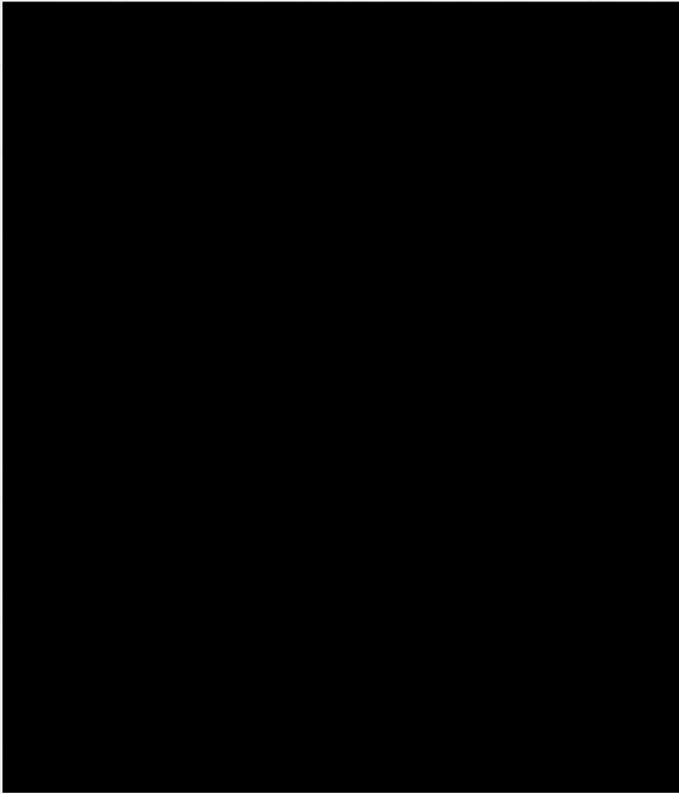
Shall save and keep harmless the City of Belleville  
from all loss or damage which it may sustain or for which it may become liable on account of the issuance of said  
license or permit.

Jaquin Leon

Principal  
Nationwide Mutual Insurance Company

By: [Signature]  
Kevin Smith, Attorney-in-Fact





MARK W. ECKERT  
Mayor



JAMES A. ROKITA  
Training Coordinator

Department of Police  
CITY OF BELLEVILLE  
101 SOUTH ILLINOIS STREET  
BELLEVILLE, ILLINOIS 62220-2197

COL. WILLIAM G. CLAY III  
Chief of Police



(618) 234-1218, ext 742  
Fax (618) 234-3105

Colonel William G. Clay III  
Belleville Police Department  
Belleville, Illinois

DATE: August 15, 2016  
SUBJ: Peddler/Solicitor Applicant  
REF: William B. Martin

Sir:

At the request of the City Clerk's Office, a background check was conducted on Belleville Peddler /Solicitor applicant, William B. Martin, [REDACTED]

I ran applicant through our in-house database, which indicated no record.

I contacted the St. Clair County Circuit Clerk's Office, which indicated one local ordinance charge. See attachment.

I sent a record check to the St. Louis Police Department, which returned indicating applicant received two charges of No Fare/Traffic Conveyance. See attachment

I ran applicant through the State of Missouri database for registered sex offenders and found no record on applicant.

Respectfully,

  
James A. Rokita  
Training Coordinator

MARK W. ECKERT  
Mayor



COL. WILLIAM G. CLAY  
Chief of Police

# Department of Police

CITY OF BELLEVILLE  
101 SOUTH ILLINOIS STREET  
BELLEVILLE, ILLINOIS 62220-2197

(618) 234-1218, ext 1742  
Fax (618) ~~234-3105~~

1-234-7133



ADDRESS ALL COMMUNICATIONS TO  
CHIEF OF POLICE

## FACSIMILE TRANSMISSION COVER SHEET

NR  
R

DATE August 5, 2016

TO: St. Louis P.D.

ATTN: Records Section

FROM: James A. Rokita

DEPT./DIV.: Training

FAX: (618) ~~234-3105~~ TELE #: (618) 234-1218 ext. 1742

234-7133

SUBJECT: Background Investigation

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

This is Page 1 of 3 pages

**If you have any questions regarding this transmission Please Call the Sender at the telephone number indicated.**

**CONFIDENTIALITY NOTICE:** This transmission is intended and restricted for use by the above addressee only. The contents of this transmission and any attachments may be Confidential and/or contain confidential and/or privileged information and/or may be subject to and exempt from disclosure under federal or state law and attorney-client and/or attorney work product privileges. No permission is given for persons other than intended recipients to read or disclose the contents of this transmission or any attachments.

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- (i) that any disclosure, distribution, dissemination, duplication copying or use of this transmission or any attachments thereof or its contents is strictly prohibited;
- (ii) Destroy any hard copies of this transmission and any attachments (to include deleting electronic memory storage);
- (iii) If you have received this transmission in error, please notify the sender immediately or as soon as practical at the above listed number and so advise that you received this transmission in error.

**DEPARTMENT OF POLICE**  
City of Belleville  
Illinois 62220-2197  
*Training Section (618) 234-1218 Ext. 1742*  
Training Section Fax (618) 234-7133

August 4, 2016  
St. Louis P.D.  
Records Section  
St. Louis, Missouri

Applicant: William B. Martin

D.O.B. [REDACTED]

The Belleville Police Department is currently conducting a background investigation on the above City of Belleville applicant. I have attached applicant's signed Authorization to Release Information Form.

Your immediate response to our request would be appreciated in expediting our investigation.

Sincerely,

William Clay III  
Chief of Police

By:   
James A. Rokita  
Background Investigator  
Training Section



COL. D. SAMUEL DOTSON III, CHIEF OF POLICE

Service, Integrity, Leadership And Fair Treatment To All

# METROPOLITAN POLICE DEPARTMENT

CITY OF ST. LOUIS - 1240 CLARK AVENUE - ST. LOUIS, MISSOURI 63102

## Fax Transmittal Memorandum

To: Belleuille Pd Attn: James A. Rokita

Fax Number: 618-234-7133

From: St Louis Pd

Fax Number: 314-444-5321

Phone Number: 314-444-5589

Transmission Date: 8-5-16

Time: 3:08pm

Total Number of Pages Including This One: 5

Comments: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**DEPARTMENT OF POLICE**  
City of Belleville  
Illinois 62220-2197  
Training Section (618) 234-1718 Ext 1747  
Training Section Fax (618) 234-7133

August 4, 2016  
St. Louis P.D.  
Records Section  
St. Louis, Missouri

Applicant: William D. Martin

D.O.B. [REDACTED]

The Belleville Police Department is currently conducting a background investigation on the above City of Belleville applicant. I have attached applicant's signed Authorization to Release Information Form.

Your immediate response to our request would be appreciated in expediting our investigation

Sincerely,

William Clay III  
Chief of Police

By:   
James A. Rokita  
Background Investigator  
Training Section

FOR LAW ENFORCEMENT PURPOSES ONLY

START OF REJIS HOT FILE RESPONSE

DESK\*\*\* FOR /NAM MARTIN WILLIAM U M 11291994

\*\*\* MARTIN WILLIAM EARL ( ) RACE:B SEX:M DOB: [REDACTED]  
 WNT 041414 2028 REF:W11442447 SL-CTY-PD 6-04 180 -B -CMP BRO-E XXX-H  
 \*\*\* WAR-NO FARE-TRANSIT CONVEY (C) WAR:SLD00629822-8 0-AD (ACT)

DESK\*\*\* FOR /SOC [REDACTED] - NO RECORD REJIS

DESK\*\*\* FOR /OIN 385177504 - NO RECORD REJIS

END OF REJIS HOT FILE RESPONSE

START OF ARCHIVE ARREST RESPONSE

3 RELEASED TO Belleville pd  
 FROM THE RECORDS DIVISION ON 8-5-16  
 FOR LAW ENFORCEMENT PURPOSES ONLY.

\*\*\* FOR /NAM - NO RECORD REJIS

END OF REJIS ARCHIVE ARREST RESPONSE

START OF NON-SUM-ARREST RESPONSE

\*\* NO RECORDS FOUND \*\*

END OF REJIS NON-SUM-ARREST RESPONSE

START OF REJIS SUMMONS RESPONSE

\*\*\* FOR /NAM MARTIN WILLIAM U M 11291994

SUM 120913 1030 SUM:S37805548 SL-CTY-PD 6-04 180 -B MED-CMP BRO-E BLK-H  
 NO FARE-TRANSIT CONVEY (C) CAUSE: OCA:13-061234 NO-AD-CHG

SUM 120913 1030 SUM:S37805521 SL-CTY-PD 6-04 180 -B MED-CMP BRO-E BLK-H  
 NO FARE-TRANSIT CONVEY (C) CAUSE: OCA:13-061234 NO-AD-CHG

\*\*\* FOR /SOC 385177504 NO SUMMONS RECORD

\*\*\* FOR /OLN 385177504 NO SUMMONS RECORD  
END OF REJIS SUMMONS RESPONSE

START OF REJIS HISTORY RESPONSE

\*\*\* FOR /NAM MARTIN WILLIAM U M 11291994 NO HISTORY RECORD

\*\*\* FOR /SOC [REDACTED] NO HISTORY RECORD

\*\*\* FOR /OLN 385177504 NO HISTORY RECORD  
END OF REJIS HISTORY RESPONSE

START OF REJIS ARREST RESPONSE

\*\*\* FOR /NAM MARTIN WILLIAM U M 11291994 NO ARREST RECORD

\*\*\* FOR /SOC 385177504 NO ARREST RECORD

\*\*\* FOR /OLN 385177504 NO ARREST RECORD  
END OF REJIS ARREST RESPONSE

FOR LAW ENFORCEMENT PURPOSES ONLY

START OF NCIC HOT FILE RESPONSE

FROM-NCIC DATE: 08/05/2016 TIME: 14:58:12 DEST TERM: LSLPC0VI  
QW.NAM/MARTIN,WILLIAM.SEX/M.RAC/U.DOB/[REDACTED].SOC/[REDACTED]OLN/385177504.OLS

1L01058E,MR08015187  
MOSPD0000

NO NCIC WANT SOC/385177504

NO NCIC WANT OLN/385177504

NO NCIC WANT NAM/MARTIN,WILLIAM DOB/19941129 RAC/U SEX/M  
\*\*\*MESSAGE KEY QW SEARCHES WANTED PERSON FILE FELONY RECORDS REGARDLESS OF  
EXTRADITION AND MISDEMEANOR RECORDS INDICATING POSSIBLE INTERSTATE  
EXTRADITION FROM THE INQUIRING AGENCY'S LOCATION. ALL OTHER NCIC PERSONS  
FILES ARE SEARCHED WITHOUT LIMITATIONS.

END OF NCIC HOT FILE RESPONSE

START OF MULES CRIMINAL HISTORY

FROM-MSHF CRD DATE: 08/05/2016 TIME: 14:58:12 DEST TERM: LSLPC0VI  
QW.NAM/MARTIN,WILLIAM.SEX/M.RAC/U.DOB/[REDACTED]OLN/385177504.OLS

THIS RESPONSE IS BASED ON YOUR INQUIRY OF:  
QIDE.MOSPD0000..\*MR08015187..REJIS..

Response

NAM/MARTIN, WILLIAM. SEX/M. RAC/U. DOB/19941129

NO RECORD FOUND WITH MISSOURI CRIMINAL HISTORY FILES  
END OF MULES CRIMINAL HISTORY

START OF MULES HOT FILE RESPONSE  
FROM-MULES DATE: 08/05/2016 TIME: 14:58:13 DEST TERM: L2LPCOVI  
QW.NAM/MARTIN, WILLIAM. SEX/M. RAC/U. DOB/

\*\*\*\*\*

WANTED PERSON

\*\*\* ACTIVE CASE \*\*\*

\*\*\*\* MULES ONLY \*\*\*\*

\*PERSON INFO: NAME:MARTINEZ, WILLIAM  
SEX: M RACE:W DOB: AGE: 21 HEIGHT: 507 WEIGHT: 140  
HAIR: XXX ETN:H

\*OFFENSE INFORMATION:

CODE: 5015 FAILURE TO APPEAR MINOR IN POSSESSION

CASE #: 1407310

WARRANT #: COA1126 WARRANT DATE: 06-17-2014

WILL EXTRADITE ADJOINING COUNTIES

JURISDICTION: LOCAL / CITY ORDINANCE

COURT ORI: MO104031J CYCLE#: ORIG OFF: 4199 LIQUOR

BOND: \$572-50 CASH ONLY

\*MISCELLANEOUS INFO: WILL EXTRADITE ADJOINING COUNTIES ONLY - BOND \$572-50

CASH ONLY - COURT 3RD TUESDAY EACH MONTH 7PM CITY HALL

JUDGE DEVAUGHN - ADD'L ALIAS INFO: HAIR: UNK

\*CURRENT KNOWN ADDRESSES HOME/WORK/SCHOOL/FREQUENTED/MAILING:

HOME: 15 N MULBERRY DEXTER, MO 63841

COUNTY: 104 STODDARD

\*IMMEDIATELY CONTACT WITH ORI:

CASE ORI INFORMATION: MO1040100 ADVANCE PD

ENTERING ORI INFORMATION: MO1040000 SO Stoddard County-Bloomfield

AND 1407310

OCA: 1407310

\*\*\* CONFIDENTIAL DATA RESTRICTED TO CRIMINAL JUSTICE AGENCIES \*\*\*

\*\*\* END OF RECORD \*\*\*

START OF MOBILE TICKETING RESPONSE

\*\*\* THE INDEX RESPONSE DOES NOT REFLECT FINAL COURT DISPOSITION \*\*\*

NO MATCHING RECORD IN THE MOBILE TICKETING INTERFACE

END OF MOBILE TICKET RESPONSE



# Defendant's Criminal History

IN THE CIRCUIT COURT OF THE TWENTIETH JUDICIAL CIRCUIT

ST. CLAIR COUNTY, ILLINOIS

COURTS MANAGEMENT INFORMATION SYSTEM

Kahalah A. Clay  
Circuit Clerk

As of Monday August 08, 2016 at 9:36 am

Page: 1

Defendant Name:	WILLIAM B. MARTIN	
Date of Birth:	[REDACTED]	Age: 21
Gender:	Male	
Ethnic Group:	Unknown	
Height:	5'07"	
Weight:	140 pounds	
Eye Color:	Brown	
Hair Color:	Brown	
Current Address:	[REDACTED]	

Report is in Detailed Format and Includes all Disposition Detail		
Report Includes All Cases Filed		
<input checked="" type="checkbox"/> Includes Felony Cases	<input checked="" type="checkbox"/> Includes D.U.I. Cases	<input checked="" type="checkbox"/> Includes Conservation Cases
<input checked="" type="checkbox"/> Includes Misdemeanor Cases	<input checked="" type="checkbox"/> Includes Traffic Cases	<input checked="" type="checkbox"/> Includes Ordinance Cases
<input checked="" type="checkbox"/> Includes Charge Dispositions	<input checked="" type="checkbox"/> Includes Sentence Dispositions	
<input type="checkbox"/> Includes Court Actions	<input checked="" type="checkbox"/> Includes Last Court Appearance	

\* NOT A CERTIFIED RECORD WITHOUT RAISED SEAL OF THE CLERK OF THE COURT \*

### Criminal History Case Detail Information

16OV0002611 - PROHIBITION (LOCAL) - 249576 - BELLEVILLE

Case was Filed on: Tuesday July 05, 2016 Defendant was Arrested on: Tuesday July 05, 2016

Next Court: Thursday August 18, 2016 at 8:45 am in Courtroom 108 for First Court Appearance (Traffic/Misdemeanor)

Case Status: 07/20/2016 - CASE HAS PENDING COURT APPEARANCE

0 matching offender(s)  
and  
0 matching offender names for **Martin William '11/29/1994'** all

**No matching offenders**

BACKGROUND AUTHORIZATION FORM

PERSONAL INFORMATION	
NAME:	William Martin
SSN:	[REDACTED]
OTHER NAMES USED:	
HOME ADDRESS:	[REDACTED]
HOW LONG HAVE YOU LIVED AT CURRENT ADDRESS:	4
PREVIOUS ADDRESS: HOW LONG?	
DATE OF BIRTH:	[REDACTED]
DRIVER'S LICENSE NUMBER/STATE OF ISSUE:	[REDACTED]

In connection with my application for employment with you, I understand that investigative background inquiries are to be made on myself including criminal convictions, motor vehicle, and other reports. These reports will include information as to my character, work habits, performance and experience along with reasons for termination of past employment from previous employers. Further, I understand that you will be requesting information from various Federal, State, and other agencies which maintain records concerning my past activities relating to my driving, criminal, civil, and other experiences.

I authorize without reservation, any party or agency contacted by this employer to furnish the above mentioned information.

I release the City of Belleville and any other person and/or agencies from any damage and/or liable acts that may result from obtaining history checks

The above information is used solely for employment verifications and criminal history checks.

Falsifying any information on this release form will constitute grounds for immediate dismissal.

William Martin  
Applicant's Signature

07/07/16  
Date

# CITY OF BELLEVILLE, ILLINOIS



CITY FLAG  
DESIGNED BY  
FREDRICK L. LANGE  
JULY 6<sup>th</sup> 1964



DALLAS B. COOK, City Clerk  
101 South Illinois Street  
Belleville, Illinois 62220  
(618) 233-6810  
Fax: (618) 257-0376  
Email: dbcook@belleville.net

## Application for Peddlers/Solicitors License City of Belleville, Illinois Mayor Mark W. Eckert -- City Clerk Dallas B. Cook

Date: 07/07/16

Name of Applicant: Martin William  
Last First M.I.

Physical Description of Applicant:  
Sex M Hair Color Br  
Eye Color Br Height 5'7" Weight 140

Permanent home and local address of applicant, and, in case of itinerant merchants, the local address from which proposed sales will be made:

[REDACTED ADDRESS]

Length of residency at above address: 4 years  
If present home is less than three years, list previous address:

Telephone Number -- Days [REDACTED] Evenings [REDACTED]  
Drivers License No. [REDACTED] State MO  
Date of Birth [REDACTED]

Name and address of employer (if any) Renewal By Anderson  
149 B Weldon Pkwy, Suite 115, 63043

Dates soliciting in Belleville \_\_\_\_\_  
Items to be solicited/sold \_\_\_\_\_  
Tax I.D. No. \_\_\_\_\_ \$1,000.00 Surety Bond \_\_\_\_\_

There is a \$75.00 application processing fee required which is due at time application is completed. Applicant hereby authorizes the release to the City of Belleville any records, reports, including police records and any other relevant information for the sole purpose of determining the moral character of applicant.

William Martin  
Signature of Applicant

(TO BE COMPLETED BY THE CITY)

Applicant received copy of rules/ordinance: Yes \_\_\_\_\_ No \_\_\_\_\_  
Copy to Police Dept.: Yes \_\_\_\_\_ No \_\_\_\_\_  
Approved by City Council: Yes \_\_\_\_\_ No \_\_\_\_\_ Date of approval: \_\_\_\_\_

BACKGROUND AUTHORIZATION FORM

PERSONAL INFORMATION	
NAME:	William Martin
SSN:	[REDACTED]
OTHER NAMES USED:	
HOME ADDRESS:	[REDACTED]
HOW LONG HAVE YOU LIVED AT CURRENT ADDRESS:	9
PREVIOUS ADDRESS: HOW LONG?	
DATE OF BIRTH:	[REDACTED]
DRIVER'S LICENSE NUMBER/STATE OF ISSUE:	[REDACTED]

In connection with my application for employment with you, I understand that investigative background inquiries are to be made on myself including criminal convictions, motor vehicle, and other reports. These reports will include information as to my character, work habits, performance and experience along with reasons for termination of past employment from previous employers. Further, I understand that you will be requesting information from various Federal, State, and other agencies which maintain records concerning my past activities relating to my driving, criminal, civil, and other experiences.

I authorize without reservation, any party or agency contacted by this employer to furnish the above mentioned information.

I release the City of Belleville and any other person and/or agencies from any damage and/or liable acts that may result from obtaining history checks

The above information is used solely for employment verifications and criminal history checks.

Falsifying any information on this release form will constitute grounds for immediate dismissal.

William Martin  
Applicant's Signature

07/07/16  
Date



Nationwide Mutual Insurance Company  
Bond Department  
1100 Locust Department 2006  
Des Moines, IA 50391-2006

**License and Permit Bond**

Bond No. 7900443590

KNOW ALL MEN BY THESE PRESENTS:

That we, William Martin,  
of Maryland Heights, State of MO, as Principal, and Nationwide Mutual Insurance Company,  
a corporation duly licensed to do business in the State of Illinois, as Surety, are held and firmly bound unto  
City of Belleville,  
State of Illinois, Obligee, in the penal sum of One Thousand Dollars  
(\$ 1,000.00) DOLLARS, lawful money of the United States, to be paid to the said Obligee, for which payment  
well and truly to be made, we bind ourselves and our legal representatives, jointly and severally by these presents.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the said Principal has been issued a  
license or permit described as follows: Contractor Solicitors License by  
the said Obligee.

NOW THEREFORE, if the said Principal shall faithfully perform the duties and in all things comply with the laws  
and ordinances, including all Amendments thereto, appertaining to the license or permit described then this  
obligation to be void, otherwise to remain in full force and effect from July 11th, 2016, until  
July 10th, 2017, unless extended by Continuation Certificate.

This bond may be terminated at any time by the Surety upon sending notice in writing, to the clerk of the Political  
Subdivision with whom this bond is filed and to the Principal, at the last known address, and at the expiration of  
thirty (30) days from the mailing of said notice, this bond shall ipso facto terminate and the Surety shall thereupon  
be relieved from any liability for any acts or omissions of the Principal subsequent to said date.

Dated this 11th day of July, 2016.

Shall save and keep harmless the City of Belleville  
from all loss or damage which it may sustain or for which it may become liable on account of the issuance of said  
license or permit.



William Martin

Principal  
Nationwide Mutual Insurance Company

By: [Signature]  
Kevin Smith, Attorney-in-Fact



## DEVELOPMENT AGREEMENT

This Development Agreement (“Agreement”) is entered into on this ~~2<sup>nd</sup>~~-29th day of August, 2016, by and between the City of Belleville, Illinois (“City”) and Noble, Inc. (“Noble”).

### RECITALS

WHEREAS, Noble owns and desires to develop certain real property of approximately 11.6 acres located at the southeast corner of the intersection of Route 15 at Westfield Plaza Parkway, more particularly described in Exhibit “A” made a part hereof, located within the corporate limits of the City of Belleville, and having been annexed to the City in 1986 by City Ordinance 4329 (“Property”).

WHEREAS, on November 15, 1996, the City and Noble entered into a Development Agreement requiring the City to extend the public sanitary sewer and water service, and further improve the intersection and Westfield Plaza Parkway.

WHEREAS, the contemplated extension of water service and improvements to road improvements have been completed, the public sanitary sewer has not yet been extended, and the aforementioned Development Agreement is no longer enforceable against the City by virtue of the applicable statute of limitations.

WHEREAS, Noble has represented to the City that it has active clients who have expressed interest in the Property.

WHEREFORE, the parties desire to execute this Development Agreement in order to complete the contemplated extension of the public sanitary sewer.

### TERMS

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

1. Recitals. The City and Noble adopt and incorporate the foregoing Recitals as terms of this Agreement.

2. Extension of Public Sanitary Sewer. The City shall extend the public sanitary sewer to the Property as the development of the Property occurs requiring such sewer service, within ~~a reasonable timeframe based upon design and construction requirements~~ three (3) years of the date of this agreement. Noble shall be required, at Noble’s expense, to run laterals (private lines) from the public sanitary sewer line to the individual development sites and tracts. Additionally, Noble shall further pay for the sewer connection (tap-on fees) as assessed by the City. Said fees shall be assessed at the same rate established at the time that the building permits are obtained for each project. In the event that that development which would require public sanitary sewer occurs prior to completion of extension of public sanitary sewer, the City shall

pay the cost of purchasing and installing an improved private aerobic system to accommodate said development until such time that extension of public sanitary sewer is completed.

3. City Council Approval. Notwithstanding any provision in this Agreement, it is mutually understood by and between the parties to this Agreement, that this Agreement, in its finalized form, shall be approved by the City Council prior to implementation. Without City Council approval, this Agreement is null and void.

4. Governing Law. This Agreement shall be governed by, subject to and construed under the laws of the State of Illinois without regard to its conflicts of laws provisions.

5. Waiver. No waiver of any breach of this Agreement shall be held as a waiver of any other or subsequent breach.

6. Non-Assignability. No assignment of this Agreement or any right accruing under this Agreement shall be made in part or in whole by either party without the consent, in writing of the other, and in the event of an assignment, assignee shall assume all liability of assignor.

7. Severability. The enforceability, invalidity or illegality of any provision of this agreement shall not render the other provisions unenforceable, invalid or illegal.

8. Superseder. This Agreement supersedes and replaces any and all prior agreements and understandings between the City and Noble with respect to the subject matter hereof.

9. Entire Agreement. This Agreement represents the entire agreement between the parties and supersedes all prior negotiations, representations or agreements, either written or oral. This agreement may be amended only by written instruction by all parties under this agreement.

CITY OF BELLEVILLE

NOBLE, INC.

\_\_\_\_\_  
Mark Eckert, Mayor

\_\_\_\_\_  
Ron Noble, President

ATTEST:

\_\_\_\_\_  
Dallas Cook, Clerk

Noble, Inc./Twin Pyramid Property



**Legend**

-  Subject Property
-  Belleville Corporate Limits

## ANNEXATION AGREEMENT

This Annexation Agreement (“Agreement”) is made and entered into effective as of August \_\_\_\_, 2016 (“Effective Date”) by and between the City of Belleville, Illinois, an Illinois municipal corporation (hereinafter referred to as the “City”), and Belleville West Gateway, LLC, William B. Schaumlaffel, III and Karmen Schaumlaffel hereinafter referred to as “Petitioner”), the City and the Petitioner being hereinafter referred to separately as a “Party” and collectively as the “Parties.”

### RECITALS:

WHEREAS, Petitioner is the owner of the real estate which is the subject matter of this Agreement, specifically 10.1+/- acres legally described on Exhibit A attached hereto and incorporated herein by this reference (herein referred to as the “Property”); and

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

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

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

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

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

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

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

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

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

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

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

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

(a) zone and classify 3+/- acres of the Property along the frontage of Frank Scott Parkway as “C-1” Light Commercial District under the existing Zoning Ordinances of the City, provided that such parcel is subdivided in accordance with Chapters 41 (Subdivision Code) and 60 (Zoning Code) of the City’s Revised Code of Ordinances, as more fully depicted in Exhibit B attached hereto and incorporated herein by this reference;

(b) zone and classify the remaining 7.1+/- acres of the Property as “A-1” Single Family Residential District under the existing Zoning Ordinances of the City, provided that such parcel is subdivided in accordance with Chapters 41 (Subdivision Code) and 60 (Zoning Code) of the City’s Revised Code of Ordinances, as more fully depicted in Exhibit B attached hereto and incorporated herein by this reference

4. **Sewer Service.** Belleville West Gateway, LLC, shall, extend the sewer line to the south to serve the Parkway West development and Schaumlaffel property based on a mutually agreed upon design. Additionally said Petitioner shall pay the City all tap-in fees and usage fees associated with connection to sewer facilities and grant to the City such permanent easement(s) as the City deems necessary for installation and maintenance of its sewer lines. The City shall pay the additional costs necessary to lengthen, oversize and deepen the sewer for future growth to the south for cost not to exceed \$260,220. Total probable cost to be shared by the parties is \$298,500.

5. **Remedies.**

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

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

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

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

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

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

## 6. **Miscellaneous.**

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

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

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

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

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

If to City:

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

With a copy to:

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

If to Petitioner(s):

William B. Schaumlaffel, III and Karmen Schaumlaffel  
4561 Frank Scott Parkway West  
Belleville, IL 62223

Belleville West Gateway, LLC  
P.O. Box 122  
Mascoutah, IL 62258  
Attn: Matthew Stukenberg

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

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

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

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

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

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

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

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

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

**CITY OF BELLEVILLE, ILLINOIS**

**PETITIONERS**

By: \_\_\_\_\_  
Mark W. Eckert, Mayor

By: \_\_\_\_\_  
William B. Schaumleffel, III

\_\_\_\_\_  
Karmen Schaumleffel

ATTEST: \_\_\_\_\_  
Dallas B. Cook, City Clerk

\_\_\_\_\_  
Matthew Stukenberg, Belleville West Gateway, LLC

**EXHIBIT A**

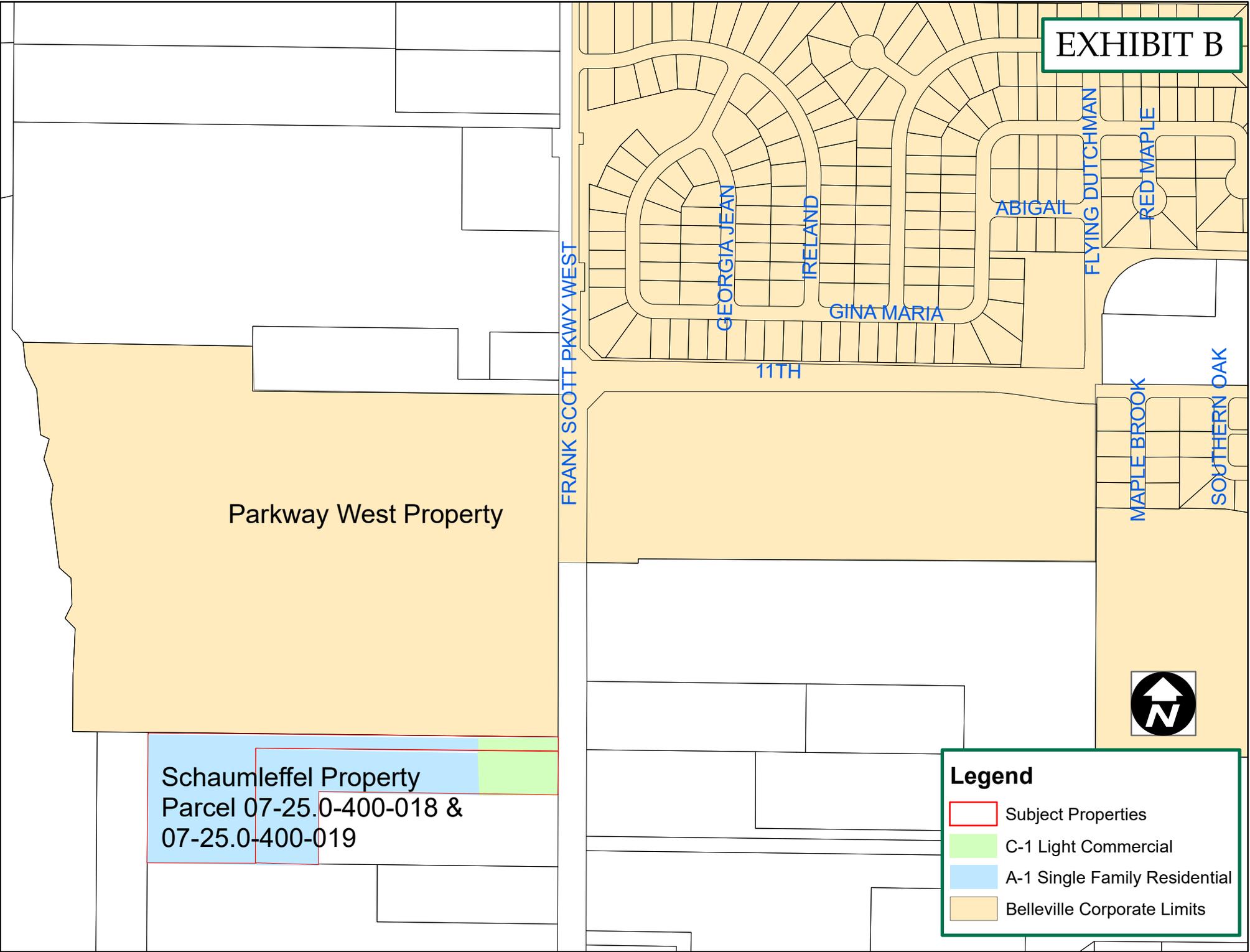
**07-25.0-400-018:**

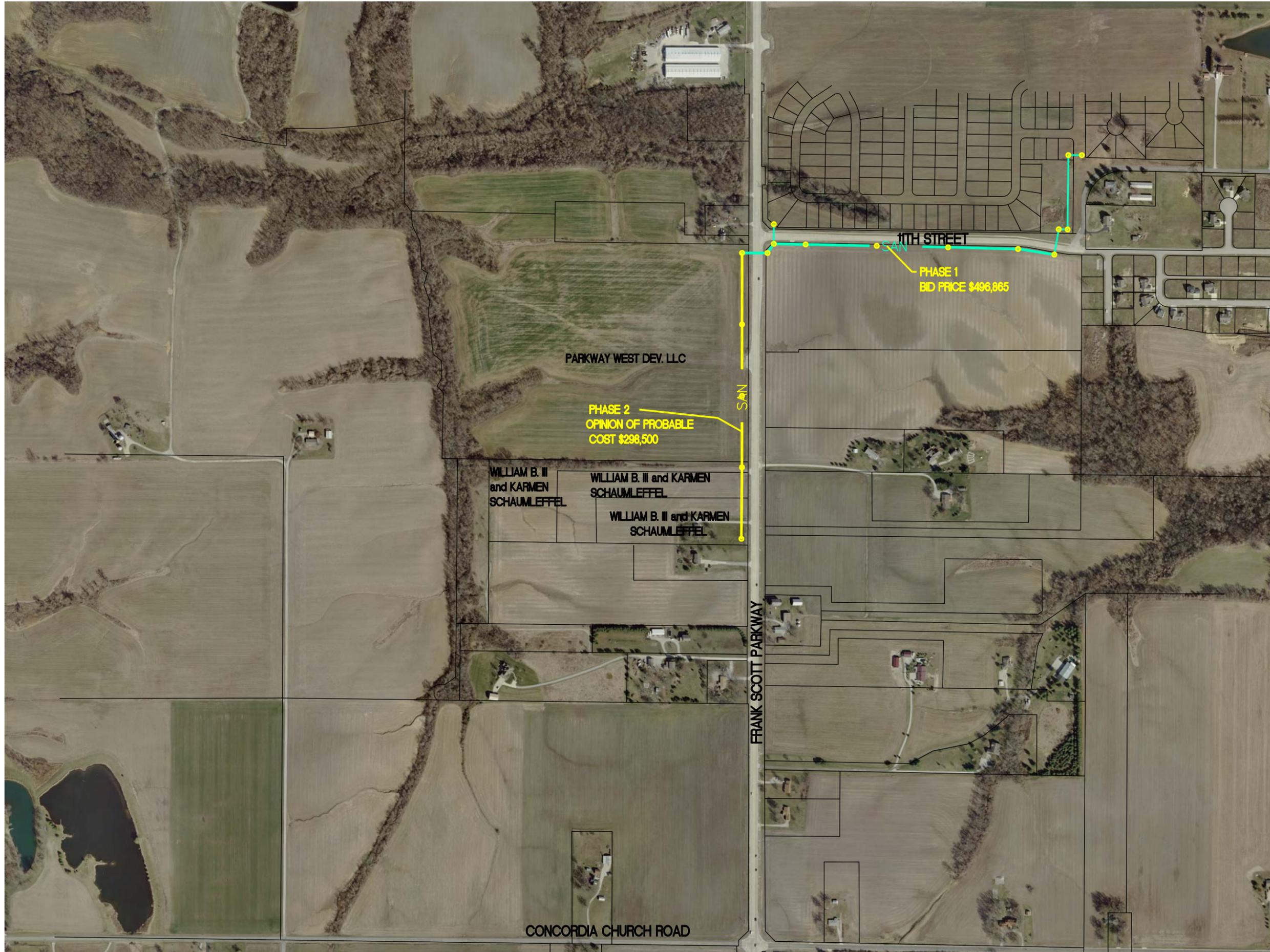
STOOKEY TWP SEC 25  
LOT/SEC-25-SUBL/TWP-1N-BLK/RG-9W PT SE  
IN 2758-740 EXC PTS IN 2937-344 & 346  
EXC PT FOR RD A02001266

**07-25.0-400-019:**

STOOKEY TWP SEC 25  
LOT/SEC-25-SUBL/TWP-1N-BLK/RG-9W PT NE  
SE AS IN 2937-344 EXC PT FOR RD A02001266

# EXHIBIT B





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



- CORPORATE OFFICE**  
4940 OLD COLLINSVILLE RD.  
SWANSEA, ILLINOIS 62226  
TEL (618) 624-4488  
FAX (618) 624-6688
- WATERLOO OFFICE**  
113 SOUTH MAIN STREET  
WATERLOO, ILLINOIS 62298  
TEL (618) 939-5050  
FAX (618) 939-3938
- EDWARDSVILLE OFFICE**  
600 COUNTRY CLUB VIEW, SUITE 1  
EDWARDSVILLE, ILLINOIS 62025  
TEL (618) 656-4040  
FAX (618) 656-4343
- ST. LOUIS OFFICE**  
720 OLIVE ST., SUITE 200A  
ST. LOUIS, MISSOURI 63101  
TEL (314) 241-6300  
FAX (314) 241-2391
- ST. CHARLES OFFICE**  
400 N. 5TH STREET, SUITE 101  
ST. CHARLES, MISSOURI 63301  
TEL (636) 724-8300  
FAX (636) 724-8304

**SANITARY SEWER  
EXTENSION  
FRANK SCOTT PKWY**

EXHIBIT NUMBER

**1**



NOT TO SCALE



# Optimist Club of Belleville

P.O. Box 636  
Belleville, IL 62222-0636

August 23, 2016

City Council  
City of Belleville  
101 South Illinois Street  
Belleville, IL 62220

RE: Parade Permission for Annual Santa Parade

Dear Council:

We, the Optimist Club of Belleville, request permission to hold the annual Santa Parade on Friday, November 25, 2016 at 10:00am.

The parade will begin at 17<sup>th</sup> and West Main Street and proceed east on Main Street to Forest Avenue. The parade will disband at Union United Methodist Church,

We will need to block the streets the morning of the parade in the 17<sup>th</sup> street area and Rt 159 will need to be closed the morning of the parade.

We would like to make it clear that we are not authorizing any vendors to be on the streets along the parade route (ref, Ordinance 6646.) Insurance will be applied for through Optimist International. A copy of the certificate will be forwarded when it is received. Both the Illinois Department of Transportation and the City of Belleville have been designated as co-insured.

In addition, we are planning to participate in the community sing-a-long and opening ceremonies as determined by the Christmas Marketing committee.

We would like to extend an invitation to the City Council member, City Officials and employees to be part of the parade and enjoy the evening's festivities.

Thank you for your consideration and support for this request.

Sincerely,

Cindy Hawkins  
Santa Parade, chair  
Optimist Club of Belleville



Affiliated with  
Optimist International

**Racial Harmony, Art on the Square  
Lindenwood University, Mark Kern  
and Grimm and Gorly  
Present  
Black and White and ART All Over**

**We are presenting our second annual art show on Friday, September 9, 2016 from 4 pm to 8 pm at Art on the Square, 30 Public Square, Belleville. We utilize this venue to strengthen and bond our communities and all the people that live and work in the communities.**

**We will be housed inside the art center and directly outside the art center. 5 tents will be set up to house some of our artists and for them to demonstrate their art. The tents will require lighting.**

**Our request is for 1 or 2 electric panels to be set up so that the tents will be lighted. Joe Harnist will assist. This is all that will be required of the city in hosting our great uniting art show.**

**Thank you in advance for your consideration,  
Patty Gregory, Paula Badger, Donna Moody, Ron Montgomery, Jeff Bair,  
Gary Karasek, Dr. James Shauntey, Lindenwood University**

# BELLEVILLE HISTORICAL SOCIETY

Founded 2010 - Belleville, Illinois - Founded 1814



August 24, 2016

Mayor Mark Eckert  
Belleville City Hall  
101 South Illinois Street  
Belleville, IL 62220

Dear Mayor Eckert,

As you may know, the Belleville Historical Society has purchased the old Barnes Funeral Home (and most recently Kingdom Church) at 8501 West Main Street with the goal of developing a Mid-century Modern Architectural Museum featuring the works of Charles E. King. The house was designed in 1952 by King to serve as a residence for Terry and Thelma Blazier, but was converted into a funeral home in 1962.

It will be the only museum in the St. Louis area dedicated specifically to Mid-century Modern architecture. We have begun a capital fund raising drive to support the restoration/renovation of the building to serve that function.

As part of that effort, we are planning a Mid-Century Modern Concert on September 18 and are requesting permission from the City of Belleville to use the house for this event for that day. We are planning for about 90-100 persons in attendance. City Inspector Jeff Heidorn and Fireman J. P. Penet have been in the house and concluded that number would be satisfactory for this event.

Thank you for your consideration on this matter. If you have any questions, contact me at 618.531.7753.

Sincerely,  
Larry Betz, President  
Belleville Historical Society

**Our Mission Statement:** The Belleville Historical Society promotes awareness and appreciation of the history, customs, artifacts, architecture, and people of the City of Belleville, Illinois. It strives to acquire, manage, and preserve artifacts, documents, and real property significant to Belleville and encourages preservation of the city's culture, history, and architecture.

**RESOLUTION NO. 3275**

WHEREAS, the OKTOBERFEST OF BELLEVILLE is sponsoring the OKTOBERFEST EVENT in the City of Belleville which event constitutes a public purpose;

WHEREAS, this OKTOBERFEST will require the temporary closure of Route 159, a State Highway in the City of Belleville AT THE PUBLIC SQUARE;

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

NOW THEREFORE, be it resolved by the City Council of the City of Belleville that permission to close off Route 159 AT THE PUBLIC SQUARE as above designated, be requested of the Illinois Department of Transportation.

BE IT FURTHER RESOLVED, that this closure shall occur during the approximate time period between 5 PM on Thursday, SEPTEMBER 15, 2016 until 12 AM on Sunday, SEPTEMBER 18, 2016.

BE IT FURTHER RESOLVED, that this closure is for the public purpose of HOLDING THE OKTOBERFEST.

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

\*To be used when appropriate.

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

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

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

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

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

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

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

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

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

ADOPTED by the City Council of the City of Belleville this 29th day of August, 2016.

\_\_\_\_\_  
Dallas B. Cook, City Clerk

APPROVED by the Mayor of the City of Belleville this 30th day of August, 2016.

ATTEST:

\_\_\_\_\_  
Dallas B. Cook, City Clerk

\_\_\_\_\_  
Mark W. Eckert, Mayor

**2016  
DETOUR ROUTE  
FOR  
OKTOBERFEST**

**5:00 PM, SEPTEMBER 15, 2016 TO 12:00 AM, SEPTEMBER 18, 2016**

**SOUTH BOUND TRAFFIC**

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

**NORTH BOUND TRAFFIC**

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

**TRUCK DETOUR**

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

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

## **RESOLUTION NO. 3276**

WHEREAS, the Southwestern Illinois Central Labor Council is sponsoring a Labor Day Parade in the City of Belleville which event constitutes a public purpose;

WHEREAS, this parade will require the temporary closure of Route 159, a State Highway in the City of Belleville from Monroe to "C" Streets;

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

NOW THEREFORE, be it resolved by the City Council of the City of Belleville that permission to close off Route 159 from Monroe to "C" Streets 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 9:30 a.m. and 12:00 p.m. on September 5, 2016.

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

BE IT FURTHER RESOLVED, that traffic from this closed portion of highway shall be detoured over routes with an all weather surface that can accept the anticipated traffic, which will be maintained to the satisfaction of the Department and which is conspicuously marked for the benefit of traffic diverted from the State highway. (The parking of vehicles shall be prohibited on the detour routes to allow an uninterrupted flow of two way traffic.) \*The detour route shall be as follows: Parade will break to allow traffic to pass; no detour route is necessary.

\*To be used when appropriate.

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

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

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

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

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

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

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

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

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

ADOPTED by the City Council of the City of Belleville this 29th day of August, 2016.

\_\_\_\_\_  
Dallas B. Cook, City Clerk

APPROVED by the Mayor of the City of Belleville this 30th day of August, 2016.

ATTEST:

\_\_\_\_\_  
Dallas B. Cook, City Clerk

\_\_\_\_\_  
Mark W. Eckert, Mayor

**ORDINANCE NO. 7978-2016**

**AN ORDINANCE AUTHORIZING THE EXECUTION OF AN  
ANNEXATION AGREEMENT WITH WILLIAM B. SCHAUMLAFFEL, III AND  
KARMEN SCHAUMLEFFEL**

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

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

WHEREAS, a Petition for Annexation was filed with the City Clerk's Office on behalf of William B. Schaumlaffel, III and Karmen Schaumlaffel, legal owners of territory proposed to be annexed to the City of Belleville; and

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

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

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

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

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

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

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

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

**PASSED** by the City Council of the City of Belleville, Illinois, on this 29th day of August, 2016 on the following roll call vote:

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

APPROVED by the Mayor of the City of Belleville, Illinois this 30<sup>th</sup> day of August, 2016.

\_\_\_\_\_  
MAYOR

ATTEST:

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

## ANNEXATION AGREEMENT

This Annexation Agreement (“Agreement”) is made and entered into effective as of August \_\_\_\_, 2016 (“Effective Date”) by and between the City of Belleville, Illinois, an Illinois municipal corporation (hereinafter referred to as the “City”), and Belleville West Gateway, LLC, William B. Schaumlaffel, III and Karmen Schaumlaffel hereinafter referred to as “Petitioner”), the City and the Petitioner being hereinafter referred to separately as a “Party” and collectively as the “Parties.”

### RECITALS:

WHEREAS, Petitioner is the owner of the real estate which is the subject matter of this Agreement, specifically 10.1+/- acres legally described on Exhibit A attached hereto and incorporated herein by this reference (herein referred to as the “Property”); and

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

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

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

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

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

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

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

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

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

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

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

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

(a) zone and classify 3+/- acres of the Property along the frontage of Frank Scott Parkway as “C-1” Light Commercial District under the existing Zoning Ordinances of the City, provided that such parcel is subdivided in accordance with Chapters 41 (Subdivision Code) and 60 (Zoning Code) of the City’s Revised Code of Ordinances, as more fully depicted in Exhibit B attached hereto and incorporated herein by this reference;

(b) zone and classify the remaining 7.1+/- acres of the Property as “A-1” Single Family Residential District under the existing Zoning Ordinances of the City, provided that such parcel is subdivided in accordance with Chapters 41 (Subdivision Code) and 60 (Zoning Code) of the City’s Revised Code of Ordinances, as more fully depicted in Exhibit B attached hereto and incorporated herein by this reference

4. **Sewer Service.** Belleville West Gateway, LLC, shall, extend the sewer line to the south to serve the Parkway West development and Schaumlaffel property based on a mutually agreed upon design. Additionally said Petitioner shall pay the City all tap-in fees and usage fees associated with connection to sewer facilities and grant to the City such permanent easement(s) as the City deems necessary for installation and maintenance of its sewer lines. The City shall pay the additional costs necessary to lengthen, oversize and deepen the sewer for future growth to the south for cost not to exceed \$260,220. Total probable cost to be shared by the parties is \$298,500.

5. **Remedies.**

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

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

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

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

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

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

6. **Miscellaneous.**

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

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

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

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

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

If to City:

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

With a copy to:

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

If to Petitioner(s):

William B. Schaumlaffel, III and Karmen Schaumlaffel  
4561 Frank Scott Parkway West  
Belleville, IL 62223

Belleville West Gateway, LLC  
P.O. Box 122  
Mascoutah, IL 62258  
Attn: Matthew Stukenberg

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

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

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

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

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

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

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

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

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

**CITY OF BELLEVILLE, ILLINOIS**

**PETITIONERS**

By: \_\_\_\_\_  
Mark W. Eckert, Mayor

By: \_\_\_\_\_  
William B. Schaumleffel, III

\_\_\_\_\_  
Karmen Schaumleffel

ATTEST: \_\_\_\_\_  
Dallas B. Cook, City Clerk

\_\_\_\_\_  
Matthew Stukenberg, Belleville West Gateway, LLC

**EXHIBIT A**

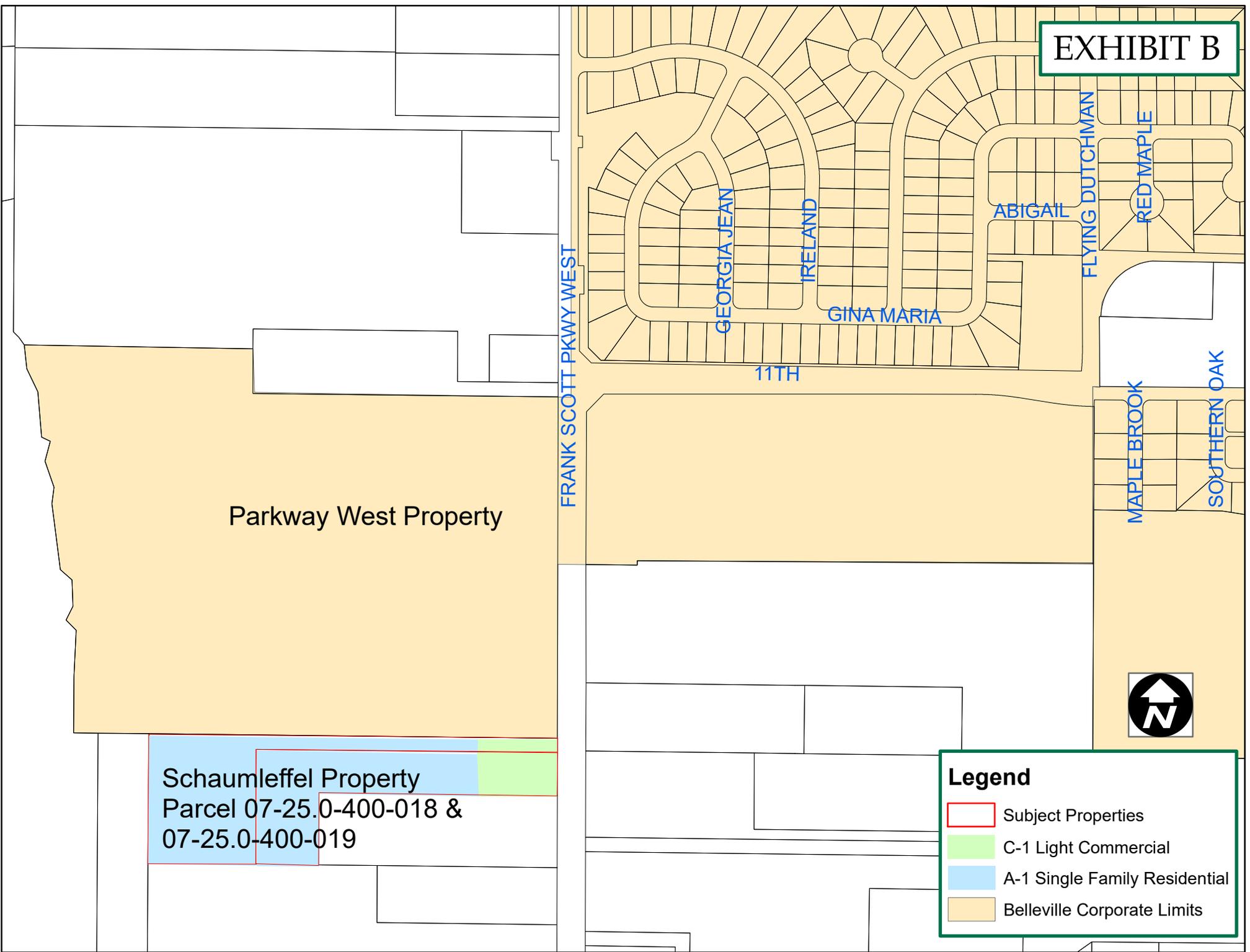
**07-25.0-400-018:**

STOOKEY TWP SEC 25  
LOT/SEC-25-SUBL/TWP-1N-BLK/RG-9W PT SE  
IN 2758-740 EXC PTS IN 2937-344 & 346  
EXC PT FOR RD A02001266

**07-25.0-400-019:**

STOOKEY TWP SEC 25  
LOT/SEC-25-SUBL/TWP-1N-BLK/RG-9W PT NE  
SE AS IN 2937-344 EXC PT FOR RD A02001266

# EXHIBIT B



Parkway West Property

Schaumleffel Property  
Parcel 07-25.0-400-018 &  
07-25.0-400-019

FRANK SCOTT PKWY WEST

GEORGIA JEAN

IRELAND

GINA MARIA

ABIGAIL

FLYING DUTCHMAN

RED MAPLE

MAPLE BROOK

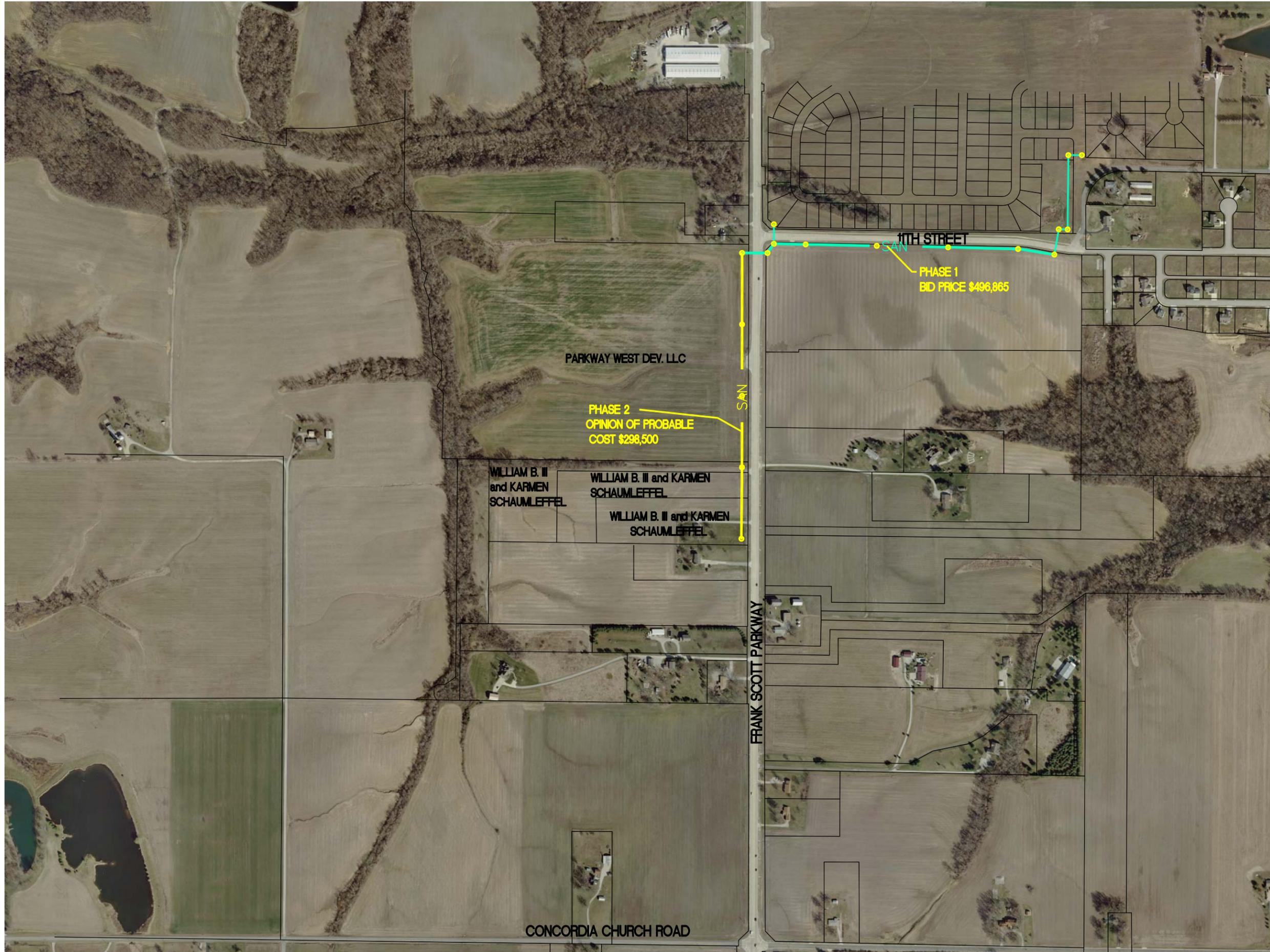
SOUTHERN OAK

11TH



**Legend**

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



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



- CORPORATE OFFICE**  
4940 OLD COLLINSVILLE RD.  
SWANSEA, ILLINOIS 62226  
TEL (618) 624-4488  
FAX (618) 624-6688
- WATERLOO OFFICE**  
113 SOUTH MAIN STREET  
WATERLOO, ILLINOIS 62298  
TEL (618) 939-5050  
FAX (618) 939-3938
- EDWARDSVILLE OFFICE**  
600 COUNTRY CLUB VIEW, SUITE 1  
EDWARDSVILLE, ILLINOIS 62025  
TEL (618) 656-4040  
FAX (618) 656-4343
- ST. LOUIS OFFICE**  
720 OLIVE ST., SUITE 200A  
ST. LOUIS, MISSOURI 63101  
TEL (314) 241-6300  
FAX (314) 241-2391
- ST. CHARLES OFFICE**  
400 N. 5TH STREET, SUITE 101  
ST. CHARLES, MISSOURI 63301  
TEL (636) 724-8300  
FAX (636) 724-8304

**SANITARY SEWER  
EXTENSION  
FRANK SCOTT PKWY**

EXHIBIT NUMBER

1



NOT TO SCALE

**ORDINANCE NO. 7979-2016**

**AN ORDINANCE ANNEXATION CERTAIN TERRITORY OWNED  
BY WILLIAM B. SCHAUMLIEFFEL, III AND KARMEN SCHAUMLIEFFEL TO THE  
CITY OF BELLEVILLE, ILLINOIS**

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

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

WHEREAS, William B. Schaumleffel, III and Karmen Schaumleffel are the legal owners of record of certain territory and has entered into a valid and binding Annexation Agreement with the City relating to such territory as described in Exhibit A attached hereto; and

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

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

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

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

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

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

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

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

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

**PASSED** by the City Council of the City of Belleville, Illinois, on this 29<sup>th</sup> day of August, 2016 on the following roll call vote:

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

APPROVED by the Mayor of the City of Belleville, Illinois this 30<sup>th</sup> day of August, 2016.

\_\_\_\_\_  
MAYOR

ATTEST:

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

**DEVELOPMENT AGREEMENT  
(AS AMENDED)**

This amended agreement made this 29th day of August, 2016 by and between the City of Belleville, Illinois (the "City") and **Jackson Holdings, Ltd.** ("**Jackson Holdings, Ltd.**");

**WITNESSETH:**

**WHEREAS, Jackson Holdings, Ltd.** intends on investing a minimum of \$694,000.00 to complete remodeling of the existing facility located at 18-22 North Jackson Street in Belleville (the "Project"); and

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

**Responsibilities of the City of Belleville**

1. Certification of project's location in Belleville Enterprise Zone for the Exemption of Sales Tax on Building Materials used exclusively for the remodeling (Savings estimated at \$13,365.00/\$2,888.00) at the existing facility located at 22 North Jackson Street.

**Responsibilities of Jackson Holdings, Ltd.**

- A. Invest no less than \$694,000.00 at 18-24 North Jackson Street limited to the remodeling of the existing facility no later than November 30, 2016, and;
- B. Retain six (6) FTE employees within the first year of operation, and;
- C. Create one (1) additional FTE job within the first year of operation, and;
- D. Create one (1) additional FTE job within the second year of operation, and;
- E. Commit to sales subject to sales tax of no less than \$4,000.00, and;
- F. Jackson Holdings, Ltd. and any heirs and/or successors shall remain and operate at the site for no less than five (5) years, and;
- G. Compliance with all existing and applicable Federal, State, County and Local laws and ordinances.

**Miscellaneous**

1. **Entire Agreement.** This Agreement and any written amendments hereto shall constitute the entire agreement between the parties. Neither party shall be bound by any terms, conditions, statements or representatives, not herein contained. Each party hereby acknowledges that in executing this Agreement it has not been induced, persuaded or motivated by any promise or representation made by the other party, unless expressly set forth herein. All previous negotiations, statements and preliminary agreements by the parties or their representatives are merged in this Agreement.
2. **Validity.** It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement is held by a court of law to be illegal or in conflict with any law of the State of Illinois, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.
3. **Notices.** Notices, or other communications required or which may be given under this Agreement shall be in writing, and delivered either personally, or by certified or

registered mail, to the addresses indicated for each party below after their respective signatures, or to such other address as designated by a party similar notice to the other party. Date of notice shall be the date of delivery in the case of delivered notice or the date of posting in the mail in the case of mail notice.

4. Signage. Agree to allow City to place on the premises a sign indicating financial assistance has been provided by the City of Belleville for a minimum of fifteen (15) days each before and after opening of the facility.
5. Current with Payments. Agree to pay in full the City of Belleville on any outstanding invoices containing the name or names of the individual, company and/or corporation receiving the said inducements.
6. Execution of Agreement. If this agreement is not fully executed within sixty (60) days of City Council approval, it shall be considered null and void.
7. Prevailing Wage. Projects receiving incentives/inducements from the City of Belleville will be required to comply with the President's executive order no. 11246, as amended (prevailing wage).
8. Request of Payment. The party receiving inducements must officially request payment from the City. This must be done via letter to include documentation of property taxes paid, proof of payment for improvements made, etc. as outlined in the section titled "Responsibilities of **Jackson Holdings, Ltd.**".
9. Certification of Compliance. The party receiving inducements submit a completed "Annual Certification of Compliance With Development Agreement" form annually for the life of this agreement to document private investment, jobs created, etc. as outlined in the section titled "Responsibilities of **Jackson Holdings, Ltd.**".

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

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

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

Jackson Holdings, Ltd.  
22 North Jackson Street  
Belleville, IL 62220

By: \_\_\_\_\_  
William V. Ritzel, President