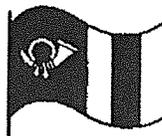


*11/20/13  
Inspection*



CITY FLAG  
DESIGNED BY  
FRANZ FRICKLE, LANGE  
JULY 6<sup>th</sup> 1854

**CITY COUNCIL AGENDA  
CITY OF BELLEVILLE  
OCTOBER 21, 2013 – 7:00 PM**

1. CALL TO ORDER BY MAYOR AND EXPLANATION OF DISASTER PROCEDURES
2. ROLL CALL ALDERMEN
3. ROLL CALL DEPARTMENT HEADS
4. PLEDGE OF ALLEGIANCE
5. PUBLIC HEARING
6. PUBLIC PARTICIPATION (2 MINUTES PER PERSON)
7. PRESENTATIONS, RECOGNITIONS & APPOINTMENTS
  - A. MAYOR ECKERT WILL RECOMMEND APPOINTING JOE NESBIT TO THE LIBRARY BOARD OF TRUSTEES.
8. READING OF MINUTES
  - A. REGULAR CITY COUNCIL MEETING HELD OCTOBER 7, 2013.
9. CLAIMS, PAYROLL & DISBURSEMENTS
10. REPORTS
  - A. TREASURER'S REPORT – CITY OF BELLEVILLE FUNDS & STATEMENT OF CASH AND INVESTMENTS FOR SEPTEMBER 2013
  - B. HOUSING REPORT OF CASH RECEIPTS TO DATE FOR FY 2013-2014.

11. ORAL REPORTS FROM STANDING COMMITTEES, SPECIAL COMMITTEES, AND ANY OTHER ORAL REPORTS FROM THE ELECTED OFFICIALS OR STAFF.
  - A. ALDERMAN ORLET WILL MAKE THE FOLLOWING MOTIONS ON BEHALF OF THE TRAFFIC COMMITTEE:
    1. CREATE A 3-WAY STOP AT TERRY LN. AND STEVENS ST.
    2. CREATE 'NO PARKING' ON N. CHURCH ST. - BOTH SIDES – FROM KIRCHER PLACE TO DOUGLAS AVE.
    3. 25 MPH SPEED LIMIT ON WEST MAIN, FROM 17<sup>TH</sup> STREET TO 30<sup>TH</sup> STREET, FOR EASTBOUND AND WESTBOUND TRAFFIC.
  - B. ALDERMAN SEIBERT WILL MAKE THE FOLLOWING MOTIONS ON BEHALF OF THE STREETS AND GRADES:
    1. PROJECT: 2013 ASPHALT PATCH – MOTION TO ADD CATHY ANN TO ASPHALT PATCH. (TIF 3)
    2. PROJECT: STREET LIGHT AT 405-407 FOREST AVE – MOTION TO APPROVE INSTALLING ONE NEW LIGHT ON THE EXISTING POLE IN THE AMOUNT OF \$450.00. (TIF 3 )
    3. PROJECT: JUANITA PLACE- AGREED UNIT PRICE FOR EARTH EXCAVATION WIDENING- MOTION TO APPROVE AGREED UNIT PRICE SUBMITTED FROM HANK'S (TIF 3 FUND)
  - C. ALDERMAN HEISLER WILL MAKE THE FOLLOWING MOTION ON BEHALF OF THE MASTER SEWER COMMITTEE:
    1. MOTION TO REDUCE TAP ON FEE FOR NON-RESIDENT AT 504 DUTCH HOLLOW ROAD FROM THREE TIMES THE TAP FEE TO SAME FEE AS A RESIDENT WHICH IS \$2,950.00.
  - D. ALDERMAN SILSBY WILL MAKE THE FOLLOWING MOTION ON BEHALF OF THE FINANCE COMMITTEE:
    1. MOTION TO APPROVE THE LOW BID OF \$17,245 FROM MTI DISTRIBUTING FOR THE DIAMOND MAINTENANCE/BUNKER RAKE.
    2. MOTION TO APPROVE THE LOW BID OF \$10,522.35 FROM WINNING STREAK FOR THE GINGERBREAD 5K T-SHIRTS.
    3. MOTION TO APPROVE THE FY 2013 AUDIT.
    4. MOTION TO APPROVE C.J. SCHLOSSER & CO TO PERFORM THE FY 13-14 FINANCIAL AUDIT.
    5. MOTION TO APPROVE THE LIBRARY CONTRACT AMENDMENT WITH EWR IN THE AMOUNT OF \$6,500.00.

6. MOTION TO APPROVE HIRING ONE REPLACEMENT POLICE OFFICER DUE TO RETIREMENT AND HIRE ONE NEW POLICE OFFICER FOR CRIME FREE HOUSING.

E. ALDERMAN BOB WHITE WILL MAKE THE FOLLOWING MOTION ON BEHALF OF THE PLANNING COMMISSION:

1. MOTION TO APPROVE THE CONTRACT WITH TWM FOR BELLE VALLEY III ENGINEERING WORK.

F. ALDERMAN KEN KINSELLA WILL MAKE THE FOLLOWING MOTIONS ON BEHALF OF THE ECONOMIC DEVELOPMENT ANNEXATION COMMITTEE:

1. MOTION TO APPROVE THE DEVELOPMENT AGREEMENT FOR ST. PAUL'S HOME RELATED TO THE DEVELOPMENT OF A NEW NURSING HOME LOCATED AT 1021 WEST "E" ST.

2. MOTION TO APPROVE THE DEVELOPMENT AGREEMENT FOR THE COTTAGES AT CATHEDRAL SQUARE RELATED TO THE DEVELOPMENT OF A NEW SENIOR LIVING COMMUNITY LOCATED AT 100 WEST HARRISON STREET.

G. MOTION TO APPROVE THE RENAMING OF GASS PARK TO JOSEPH GASS PARK, PER THE RECOMMENDATION OF THE PARKS BOARD – OCTOBER 9, 2013 AND FAMILY MEMBER – JANE GASS BORON.

12. COMMUNICATIONS

A. COMMUNICATION FROM ST. CLAIR COUNTY HISTORICAL SOCIETY REQUESTING PERMISSION TO HOST ITS 20<sup>TH</sup> ANNUAL CANDLELIGHT HOUSE TOUR ON SUNDAY, DECEMBER 8, 2013 FROM APPROXIMATELY 2 TO 6 PM.

B. COMMUNICATION FROM JUANITA PLACE NEIGHBORHOOD ASSOCIATION REQUESTING TO HAVE THEIR NEIGHBORHOOD FALL GATHERING AT JUANITA PL. AND WASHINGTON ST., ON SUNDAY, OCTOBER 27, 2013, FROM 4 TO 7 PM.

13. PETITIONS

14. RESOLUTIONS

15. ORDINANCES

A. ORDINANCE #7721 – A ZONING ORDINANCE IN RE CASE #46SEPT13-

VICTORIA BEAVER

16. UNFINISHED BUSINESS

- A. ORDINANCE #7712 – AN ORDINANCE AMENDING CHAPTER 3 (CITY ADMINISTRATION) OF THE REVISED CODE OF ORDINANCES OF BELLEVILLE, ILLINOIS, AS AMENDED, BY AMENDING PORTIONS OF SECTIONS THEREOF

17. MISCELLANEOUS & NEW BUSINESS

- A. MOTOR FUEL CLAIMS IN THE AMOUNT OF \$12,541.54.
- B. THE CITY COUNCIL MAY GO INTO EXECUTIVE SESSION TO DISCUSS PERSONNEL, CONTRACT NEGOTIATIONS, LITIGATION AND PROPERTY ACQUISITION

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

**CITY OF BELLEVILLE, ILLINOIS  
REGULAR CITY COUNCIL MEETING  
COUNCIL CHAMBERS – CITY HALL  
OCTOBER 7, 2013 – 7:00 PM**

Mayor Mark Eckert called this meeting to order and asked the City Clerk Dallas B. Cook to call roll. Members present on roll call: Mayor Mark Eckert, City Clerk Dallas B. Cook and City Treasurer Dean Hardt. Aldermen: Heisler, Kinsella, Hult, Schmidt, Rujawitz, Randle, Anthony, Davidson, Silsby, Hayden, Seibert, White, Galetti, Musgrove, Orlet and Schneider.

**ROLL CALL DEPARTMENT HEADS**

Roll Call Department Heads: Fire Chief Scott Lanxon, City Attorney Garrett Hoerner, Jamie Maitret, Tim Gregowicz, Jim Schneider, Leander Spearman, Emily Fultz, and Debbie Belleville.

Police Chief Bill Clay, Ken Vaughn, Royce Carlisle, Chuck Schaeffer and Bob Sabo were excused.

The Mayor gave explanation of disaster procedures.

**PLEDGE**

Mayor Eckert asked that Boy Scout Troop 11, from St. Peters Cathedral come forward to lead everyone in the Pledge of Allegiance to the Flag. The Troop is working towards their Citizenship and Community merit badges.

**PUBLIC PARTICIPATION**

Mayor Eckert asked if anyone would like to come forward for the public participation portion of the meeting and said please state your name and address for the record and limit comments to approximately two minutes per person.

Rick Brown of 125 Lucia in Shiloh spoke in reference to a letter he thinks is an election violation in the last Township Board election. Crime Free Housing ordinance has many things wrong with it.

Victoria Beaver of 639 Royal Heights Rd. spoke in reference to her variance which was denied by the Zoning Board of Appeals.

Stewart Lannert of 318 S 29<sup>th</sup> St. spoke in reference to Ben's and Lindenwood University.

Scott Kronenberger of 9305 Circle spoke in reference to his variance request on 134 N. Douglas, which was denied.

Rose Wilson of 322 W "I" St. spoke about Mr. Brown's remarks about City employees using computer on City time.

### PRESENTATIONS, RECOGNITION & APPOINTMENTS

Mayor Eckert recognized the character word of the month "responsibility" meaning willingness to be accountable for your own actions without blaming other.

Mayor Eckert pointed out the Abilene Trophy will be displayed here at City Hall for 30 days. The City and the Leadership Council spearheaded the nomination of Scott Air Force Base for this prestige award

Mayor Eckert, in partnership with St. Elizabeth's Hospital, read a proclamation to recognize October as Breast Cancer Awareness Month.

### MINUTES

Alderman Kinsella made a motion seconded by Alderman Schmidt to receive and file the minutes of regular City Council meeting held September 16, 2013 and Special Council meeting September 25, 2013.

All members voted aye.

### CLAIMS

GENERAL FUND TOTAL .....	\$	633,041.03
SEWER OPERATIONS TOTAL .....	\$	110,550.56
PARKS PROJECTS .....	\$	136.80
INSURANCE FUND .....	\$	206,776.68
LIBRARY .....	\$	42,587.08
PARKS/RECREATION .....	\$	24,222.66
MFT .....	\$	60,177.43
FOUNTAIN FUND .....	\$	352.43
TORT LIABILITY FUND .....	\$	3,309.68
SEWER REPAIR & REPLACEMENT .....	\$	3,943.00
SEWER CONSTRUCTION .....	\$	912,732.78
SEWER BOND & INTEREST .....	\$	74,804.16
SPECIAL SERVICE AREA .....	\$	982.10
SALES TAX TIF .....	\$	7,716.80
TIF #3 .....	\$	380,561.94
TIF 10 LOWER RICHLAND CREEK .....	\$	446.25

TIF #12 SHERMAN STREET .....	\$	15,550.00
POLICE TRUST.....	\$	1,223.93
NARCOTICS .....	\$	2,000.00
TIF #17 E MAIN STREET. ....	\$	3,675.00

Alderman Heisler made a motion seconded by Alderman Schmidt to approve the claims for payment.

Members voting aye on roll call: Heisler, Kinsella, Hult, Schmidt, Rujawitz, Randle, Anthony, Davidson, Silsby, Hayden, Seibert, White, Galetti, Musgrove, Orlet and Schneider.

**REPORTS**

1. Zoning Board of Appeals Advisory Reports – Case 44-Sept13 – Oates Associates, Inc. – Requesting s Sign Installation permit for the Area of Special Control in order to place one flush mounted, non-illuminated sign totaling 3.125 sq. ft. at 20 East Main St. located in a C-2 Heavy Commercial Zoning District. (Applicable portion of sign code: 53-4-6.)

Alderman Seibert made a motion seconded by Alderman White to grant this request and have the proper ordinance drawn.

All members voted aye.

2. Zoning Board of Appeals – Case 46-Sept13-Victoria Beaver – Requesting a Use Variance in order to operate a ‘records only’ rescue and occasionally, on a temporary emergency basis, allow up to two rescue animals as well as my four personal dogs to be kept at 639 Royal Heights Rd. located in a B-1 Multi Family Zoning District. (Applicable portions of zoning code: 60-6-24 and 60-7-8.)

Discussion followed.

Alderman Anthony made a motion seconded by Alderman Davidson to overturn the recommendation of the Zoning board and grant this request and have the proper ordinance drawn with the stipulations that she would have no more than two rescue dogs at any given time and once anything happened to one of her personal dogs, she would need to comply with the current ordinance of having only three pets of her own.

All members voted aye.

3. Zoning Board of Appeals – Case 47-Sept13 – Belleville 200 – Requesting a Sign Installation permit for the Area of Special Control in order to place one free standing

sign totaling 32 sq. ft. and at 227 East Main ST. located in a C-2 Heavy Commercial Zoning District. (Applicable portion of zoning code: 53-4-6.)

Alderman Schmidt made a motion seconded by Alderman Hayden to comply with the recommendation of the Zoning Board to grant this request and have the proper ordinance drawn.

Questions from Alderman Hult.

All members voted aye.

- 
4. Zoning Board of Appeals – Case 48-Sept13 – Sarah Fraser – Requesting a Sign Installation permit for Area of Special Control in order to install one 3 x 1 ½ ft. window graphic, one 2 ½ x 2 ½ ft. sandwich board sign and two 1 x 1 ft. window graphic at 8 S. Church St. located in a C-2 Heavy Commercial Zoning District. (Applicable portion of zoning code: 53-4-6.)

Alderman Seibert made a motion seconded by Alderman White to comply with the recommendation of the Zoning Board to grant this request and have the proper ordinance drawn.

All members voted aye.

- 
5. Zoning Board of Appeals – Case 49-Sept13 – Scott Kronenberger – Requesting a Use Variance in order to utilize the rear structure as a single-family rental unit at 134 N. Douglas located in an A-1 Single Family District. (Applicable portion of Zoning Code: 60-6-4.)

Alderman Kinsella made a motion seconded by Alderman Heisler to comply with the Zoning Board recommendation and deny this request.

Discussion followed.

Alderman Schneider made a motion seconded by Alderman Galetti to amend the previous motion, and approve this request and have the proper ordinance drawn.

Discussion followed.

Members voting aye on roll call: Hult, Randle, White, Galetti and Schneider.

Members voting nay on roll call: Heisler, Kinsella, Schmidt, Rujawitz, Anthony, Davidson, Silsby, Hayden, Seibert, Musgrove and Orlet.

Vote on initial motion, to comply with the recommendation of the Zoning Board to deny this request.

Members voting aye on roll call: Heisler, Kinsella, Schmidt, Rujawitz, Anthony, Davidson, Silsby, Hayden, Seibert, Musgrove and Orlet.

Members voting nay on roll call: Hult, Randle, White, Galetti and Schneider.

- 
6. Zoning Board of Appeals – Case 50-Sept13 – Papa Vito's – Requesting a Special Use permit for a liquor license at 4205 N. Belt West located in a C-2 Heavy Commercial District. (Applicable portion of zoning code: 60-6-50.)

Alderman Anthony made a motion seconded by Alderman Davidson to comply with the recommendation of the Zoning Board to grant this request and have the proper ordinance drawn.

All members voted aye.

---

### ORAL REPORT

Alderman Heisler on behalf of the Master Sewer Committee seconded by Alderman Hayden to make one motion and items A and B and vote on both items collectively.

Members voting aye on roll call: Heisler, Kinsella, Hult, Schmidt, Rujawitz, Randle, Anthony, Davidson, Silsby, Hayden, Seibert, White, Galetti, Musgrove, Orlet and Schneider.

Motion by Alderman Heisler seconded by Alderman Hayden to approve the LTCP Construction Pay Request # 39 from Korte/Luitjohan and Thouvenot, Wade & Moerchen in the amount of \$619,388.50.

Motion to approve the LTCP Phase II Construction Pay Request #5 from Haier Plumbing in the amount of \$444,164.99.

Members voting aye on roll call: Heisler, Kinsella, Hult, Schmidt, Rujawitz, Randle, Anthony, Davidson, Silsby, Hayden, Seibert, White, Galetti, Musgrove, Orlet and Schneider.

Alderman Rujawitz made the following motions on behalf of the Health and Housing Committee and seconded by Seibert

- Motion to approve scrapping of two housing vehicles.
- Motion to approve the sale of the City owned property at 515 S. 17<sup>th</sup> St.
- Motion to approve demolition bid for 18 S High St to Hank's Excavating in the amount of \$28,000.

Discussion followed.

Members voting aye on roll call: Heisler, Kinsella, Hult, Schmidt, Rujawitz, Randle, Anthony, Davidson, Silsby, Hayden, Seibert, White, Galetti, Musgrove, Orlet and Schneider.

Alderman Rujawitz made the following motion on behalf of the Health and Housing Committee and seconded by Alderman Schmidt to approve extending grass cutting contract with Grass Roots for one year (April 2014 thru April 2015), with no increase in pricing.

Alderman Hayden stated this contract has already been extended once and he is for going out for bids. Discussion followed.

Members voting aye on roll call: Heisler, Kinsella, Schmidt, Rujawitz, Randle, Anthony, Davidson, Silsby, Seibert, White, Galetti, Musgrove and Orlet.

Members voting nay on roll call: Hult, Hayden and Schneider.

---

Alderman Hayden made a motion seconded by Alderman Seibert to authorize the Mayor or his designee to execute an electric supply contract with supplier recommended by Energy Plus Associates, Inc. as a result of their RFP, that best meets the electric needs of the City if the price is less than approximately \$0.046 per kwh.

Fred Schreiber gave a brief explanation.

Discussion followed.

Members voting aye on roll call: Heisler, Kinsella, Hult, Schmidt, Rujawitz, Randle, Anthony, Davidson, Silsby, Hayden, Seibert, White, Galetti, Musgrove, Orlet and Schneider.

### **COMMUNICATIONS**

Alderman Silsby made a motion seconded by Alderman Hayden to grant the request of the Belleville Holzschnitzers Wood Carvers to hang a banner on North Illinois Street.

All members voted aye.

### **RESOLUTION NO. 3148 & 3149**

Alderman Silsby made a motion seconded by Alderman Schmidt to read Resolutions 3148 & 3149 by title only.

All members voted aye.

Mayor asked if ok to read together.

All members voted aye.

RESOLUTION NO. 3148 – A resolution requesting permission from IDOT to close Route 159 at the Public Square for the Santa Clause Parade on Nov. 29, 2013 from 9:30 to 12:00.

RESOLUTION NO. 3149 – A resolution authorizing the sale of surplus property within the city of Belleville, Illinois.

Alderman Silsby made a motion seconded by Alderman White to approve Resolution 3148 & 3149.

Members voting on roll call: Heisler, Kinsella, Hult, Schmidt, Rujawitz, Randle, Anthony, Davidson, Silsby, Hayden, Seibert, White, Galetti, Musgrove, Orlet and Schneider.

---

### **ORDINANCES 7716 - 7720**

Alderman Silsby made a motion seconded by Alderman Seibert to read Ordinances by title only and also to be read as a group.

All members voted aye.

ORDINANCE NO.7716 – A Zoning Ordinance in RE Case 44-Sept13 – Oates Associates, Inc.

ORDINANCE NO. 7717 - A Zoning Ordinance in RE Case 47-Sept13 – Belleville 200

ORDINANCE NO. 7718 – A Zoning Ordinance in RE Case 48-Sept13 – Sarah Fraser

ORDINANCE NO. 7719 – A Zoning Ordinance in RE Case 50-Sept13 – Papa Vito's

ORDINANCE NO. 7720 – An Ordinance amending Chapter 52 (Traffic) of the Revised Ordinances of the City of Belleville, Illinois as amended, by amending portions of sections

Alderman Silsby made a motion seconded by Alderman Hayden to approve Ordinances 7716, 7717, 7718, 7719 and 7720 .

Members voting aye on roll call: Heisler, Kinsella, Hult, Schmidt, Rujawitz, Randle, Anthony, Davidson, Silsby, Hayden, Seibert, White, Galetti, Musgrove, Orlet and Schneider.

### **UNFINISHED BUSINESS**

Alderman Hult asked if there was any further information about the drug testing.

Discussion followed.

Question asked about personnel issue between Treasurer's Office and Clerk's Office.

Alderman Musgrove stated it was going to be discussed at the Ordinance & Legal Review Committee meeting on Tuesday, Oct. 8<sup>th</sup>.

Alderman Anthony asked if Review Board for the Crime Free Housing has been established.

Discussion followed.

Alderman Hult asked about the article in the paper about parking downtown.

Mayor explained the dialogue which occurred between the Mayor, Chief Clay and the merchants.

### **MISCELLANEOUS & NEW BUSINESS**

Alderman Seibert made a motion seconded by Alderman Schmidt to approve Motor Fuel Tax claims of \$60,177.43

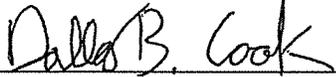
Members voting aye on roll call: Heisler, Kinsella, Hult, Schmidt, Rujawitz, Randle, Anthony, Davidson, Silsby, Hayden, Seibert, White, Galetti, Musgrove, Orlet and Schneider.

---

### **ADJOURNMENT**

Alderman Schmidt made a motion seconded by Alderman Galetti to adjourn at 8:14 pm

All members present voted aye.

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

SYS DATE 101113  
[GSCI]

CITY OF BELLEVILLE  
STATEMENT OF CASH AND INVESTMENTS  
AS OF THE MONTH & YEAR 09/13

SYS TIME 11:00

NAME OF FUND	CASH ON HAND	INVESTMENTS	FUNDS AVAILABLE
GENERAL FUND	3,529,423.58	3,063.28	3,532,486.86
PARKS PROJECT FUND	117,124.86	0.00	117,124.86
INSURANCE FUND	125,485.71	0.00	125,485.71
LIBRARY	1,437,376.94	0.00	1,437,376.94
PAYROLL ACCOUNT	13,855.38	0.00	13,855.38
PLAYGROUND AND RECREATION	1,182,933.46	0.00	1,182,933.46
TAX INCREMENT FINANCING DIST. 1	101,160.00	0.00	101,160.00
TAX INCREMENT FINANCING DIST. 2	104,691.09	0.00	104,691.09
RETIREMENT FUND	540,171.91	0.00	540,171.91
MOTOR FUEL TAX FUND	315,444.54	0.00	315,444.54
FOUNTAIN FUND	5,248.58	0.00	5,248.58
TORT LIABILITY FUND	525,753.69	0.00	525,753.69
WALNUT HILL FUTURE CARE FUND	4,893.51	235,184.57	240,078.08
SEWER OPERATION & MAINTENANCE	3,823,365.97	0.00	3,823,365.97
SEWER REPAIR & REPLACEMENT FUND	838,799.88	0.00	838,799.88
SEWER CONSTRUCTION FUND	5,059,557.08	0.00	5,059,557.08
SEWER BOND AND INTEREST FUND	2,037,197.03	0.00	2,037,197.03
SPECIAL SERVICE AREA	196,890.93	0.00	196,890.93
WORKING CASH FUND	372,322.05	0.00	372,322.05
LIBRARY - GIFT ENDOWMENT	30,022.46	0.00	30,022.46
SALES TAX TIF DISTRICT	1,384,465.32	0.00	1,384,465.32
TAX INCREMENT FINANCING DIST #3	11,215,829.01	0.00	11,215,829.01
TAX INCREMENT FINANCING DIST. 4	23,831.61	0.00	23,831.61
CAPITAL PROJECTS FUND	115.62	0.00	115.62
BELLEVILLE ILLINOIS TOURISM	18,272.21	0.00	18,272.21
TIF 8 (DOWNTOWN SOUTH)	397,289.70	0.00	397,289.70
TIF 9 (SOUTHWINDS ESTATE)	348,171.55	0.00	348,171.55
TIF 10 (LOWER RICHLAND CREEK)	1,632,286.31	0.00	1,632,286.31
TIF 11 (INDUSTRIAL JOB RECOVERY)	85,003.07	0.00	85,003.07
TIF 12 (SHERMAN STREET)	227,111.41	0.00	227,111.41
TIF 13 (DRAKE ROAD)	136,756.36	0.00	136,756.36
TIF 14 (ROUTE 15 EAST)	295,568.58	0.00	295,568.58
TIF 15 (CARLYLE GREENMOUNT)	4,244,439.00	0.00	4,244,439.00

SYS DATE 101113  
[GSCI]

CITY OF BELLEVILLE  
STATEMENT OF CASH AND INVESTMENTS  
AS OF THE MONTH & YEAR 09/13

SYS TIME 11:00

NAME OF FUND	CASH ON HAND	INVESTMENTS	FUNDS AVAILABLE
TIF 16 (ROUTE 15 WEST CORRIDOR)	202,021.61	0.00	202,021.61
SPECIAL SERVICE AREA RESERVE ACC	112,937.88	0.00	112,937.88
SPECIAL SERVICE AREA BONDS, I&S	198,712.85	0.00	198,712.85
SALES TAX TIF BONDS, I & S	243,960.77	0.00	243,960.77
2011 TIF BONDS I & S	128,040.58	0.00	128,040.58
2005 Bond Fund I & S	1,258,715.51	0.00	1,258,715.51
D.A.R.E.	1,331.74	0.00	1,331.74
POLICE TRUST	56,984.63	0.00	56,984.63
NARCOTICS	133,041.59	0.00	133,041.59
LOCAL LAW ENFORCEMENT BLOCK GRAN	165,018.09	0.00	165,018.09
TIF 17 (EAST MAIN STREET )	180,916.83	0.00	180,916.83
TIF 18 (SCHEEL STREET)	81,351.88	0.00	81,351.88
TIF 19 (FRANK SCOTT PARKWAY)	2,761,728.40	0.00	2,761,728.40
TIF 20 - RT. 15 / S. GREEN MT	69,023.52	0.00	69,023.52
TIF 21 - BELLE VALLEY / PHASE II	7,672.47	0.00	7,672.47
	=====	=====	=====
TOTALS	45,972,316.75	238,247.85	46,210,564.60
	=====	=====	=====

GENERAL FUND

01

CASH

CASH IN BANK	\$ 3,034,052.81
CASH IN BANK-CONTINENTAL MAGNA	0.00
CASH IN BANK-WEST POINTE BANK	26,115.19
CASH IN BANK-EPAY	7,989.61
CASH IN BANK-IKE GRANT/WAGNER	28.52
PETTY CASH	1,425.00
HISTORICAL PRESERVATION-SAVINGS	3,063.05
INVESTMENTS	0.00
	<u>\$ 3,072,674.18</u>

CASH BALANCE, SEPTEMBER 1, 2013

\$ 3,072,674.18

RECEIPTS

UTILITY TAX	\$ 262,563.49
HOTEL/MOTEL TAX	461.50-
LIQUOR LICENSE	570.00
BUSINESS LICENSE	170.00-
LIQUOR APPLICATION FEE	250.00
BUILDING & SIGN PERMITS	3,559.66
ELECTRICAL PERMITS	2,585.00
PLUMBING PERMITS	416.00
HVAC PERMITS	300.00
OCCUPANCY PERMITS	10,700.00
BUSINESS OCCUPANCY PERMITS	900.00
HOUSING INSPECTION FEES	14,990.00
CRIME FREE HOUSING	18,150.00
FIRE INSPECTION FEES	2,117.22
ENTRANCE PERMITS	25.00
EXCAVATION PERMITS	60.00
PARKING PERMITS	1,370.00
STATE INCOME TAX	394,876.10
COPS FAST GRANT	367,891.97
SALES TAX	507,263.35
LEASED CAR TAX	699.62
TELECOMMUNICATIONS TAX	120,173.45
PARKWAY NORTH BUS DIST SALE TAX	2,206.22
LOCAL USE TAX	72,664.86
HOME RULE SALES TAX	194,236.51
GAMING FEES	2,711.79
COURT FINES	8,297.95
POLICE DEPT VEHICLE DIST.	1,575.88
DUI ENFORCEMENT DISTRIBUTION	2,081.69
VEHICLE TOW RELEASE FEES	17,900.00
PARKING FINES	5,523.00
METER COLLECTIONS	5,533.75
TRASH DISPOSAL CHARGES	237,275.17
TRASH TOTES	250.00
CEMETERY INCOME - BURIALS	5,000.00
CEMETERY INCOME-SALE LOTS/GRAVES	42.50
CEMETERY INCOME - ENDOWED CARE	7.50
LIEN FEES	160.00
GARAGE PARKING	24.00
WEED CUTTING SERVICES	1,822.75
OTHER SALES & SERVICES	757.95
INTEREST INCOME	278.97
RENTAL INCOME	1,900.00

GENERAL FUND

01

LEASE'S-SPRINT TOWER	16,070.42
LEASE'S-OTHER	1,725.50
DONATIONS-HISTORIC PRESERVATION	0.23
REIMB. ADMINISTRATION	405.02
REIMB. POLICE DEPARTMENT	3,454.88
REIMB. FIRE DEPARTMENT	125.90
REIMB. STREET DEPARTMENT	28.00
REIMB. PARKS DEPARTMENT	157.79
REIMB. HEALTH & HOUSING	557.00
REIMB. MAINT. DEPT.	200.00
EPAYABLE PROCESSING INCOME	2,552.36
MISCELLANEOUS INCOME	27.75
	<u>2,294,384.70</u>

\$ 2,294,384.70

TOTAL RECEIPTS

\$ 2,294,384.70

TOTAL CASH AVAILABLE

\$ 5,367,058.88

DISBURSEMENTS

ADMINISTRATION

SALARIES - REGULAR	\$ 28,510.08
HOSPITAL INSURANCE	1,931.13
RETIREEES HEALTH INSURANCE	21,816.62
MAINTENANCE & SERVICE - EQUIP.	1,435.22
DATA PROCESSING SERVICE	25.00
OTHER PROFESSIONAL SERVICES	31,631.22
POSTAGE	181.54
TELEPHONE	6,872.83
UTILITIES	35,998.92
STREET LIGHTING	38,774.26
FEES & PERMITS	218.50
RENTALS	705.72
INTEREST PKWY NORTH NOTES	5,634.55
EQUIPMENT	16,637.00
HISTORICAL PRESERVATION	46.00

POLICE DEPARTMENT

POLICE SALARIES-REGULAR	471,798.88
SALARIES - PART-TIME	3,846.25
SALARIES - OVERTIME	49,802.81
PAGER PAY	175.00
HOSPITAL INSURANCE	72,771.44
MAINTENANCE SERVICE - EQUIPMENT	1,954.48
MAINTENANCE SERVICE - VEHICLES	7,964.98
OTHER PROFESSIONAL SERVICES	428.00
TELEPHONE	1,941.72
DUES	40.00
TRAINING	130.00
TUITION REIMBURSEMENT	4,425.00
RENTALS	1,768.87
OFFICE SUPPLIES	2,196.13
OPERATING SUPPLIES	8,254.31
AUTOMOTIVE FUEL/OIL	20,657.82
EQUIPMENT	2,234.90
CANINE UNIT	246.85
METER DIVISION	3,084.20

GENERAL FUND

01

MISCELLANEOUS EXPENSE	62.00
FIRE DEPARTMENT	
SALARIES - REGULAR	328,028.87
SALARIES - OVERTIME	5,451.24
HOSPITAL INSURANCE	48,196.44
MAINTENANCE SERVICE - EQUIPMENT	529.37
MAINTENANCE SERVICE - VEHICLES	5,986.59
OTHER PROFESSIONAL SERVICES	660.00
TELEPHONE	1,202.18
DUES	125.00
TRAVEL EXPENSE	113.76
TRAINING EXPENSE	1,057.60
TUITION REIMBURSEMENT	1,381.96
RENTALS	247.90
MAINT/SUPPLIES EQUIPMENT	49.15
MAINTENANCE SUPPLIES - VEHICLE	292.94
OPERATING SUPPLIES	1,228.78
SMALL TOOLS	5.80
JANITORIAL SUPPLIES	1,282.43
AUTOMOTIVE FUEL/OIL	2,866.50
EQUIPMENT	2,440.73
STREETS	
SALARIES - REGULAR	71,417.94
SALARIES - PART TIME	10,910.00
SALARIES - OVERTIME	4,705.06
HEALTH INSURANCE	16,131.19
MAINTENANCE SERVICE - EQUIPMENT	785.83
MAINTENANCE SERVICE - STREETS	922.50
MAINTENANCE SERVICE - GROUNDS	9,900.00
OTHER PROFESSIONAL SERVICES	170.99
TELEPHONE	623.34
TRAVEL EXPENSE	20.00
LANDFILL FEES	30.00
RENTALS	6,475.87
MAINTENANCE SUPPLIES- EQUIPMENT	4,528.76
MAINTENANCE SUPPLIES - VEHICLES	1,512.50
MAINTENANCE SUPPLIES - STREETS	2,663.69
MAINTENANCE SUPPLIES-TRAFFIC CON	4,778.18
OPERATING SUPPLIES	422.24
SMALL TOOLS	213.99
JANITORIAL SUPPLIES	188.20
AUTOMOTIVE FUEL/OIL	10,190.23
PARKS DEPARTMENT	
SALARIES - REGULAR	20,020.46
SALARIES - PART TIME	11,817.14
HOSPITAL INSURANCE	4,079.30
MAINTENANCE SERVICE - BUILDING	102.50
MAINTENANCE SERVICE - EQUIPMENT	8.00
MAINTENANCE SERVICE - GROUNDS	1,685.00
MAINTENANCE SERVICE - OTHER	3,355.06
OTHER PROFESSIONAL SERVICES	98.00
TELEPHONE	962.80
UTILITIES	9,237.42
RENTALS	1,780.41

GENERAL FUND

01

MAINT/SUPPLIES EQUIPMENT 1,655.09  
MAINT/SUPPLIES VEHICLES 1,047.33  
MAINTENANCE SUPPLIES - GROUNDS 6,327.39  
MAINTENANCE SUPPLIES - OTHER 1,364.78  
OPERATING SUPPLIES 315.81  
JANITORIAL SUPPLIES 489.41  
AUTOMOTIVE FUEL/OIL 3,727.38

CEMETERY DEPARTMENT

SALARIES - REGULAR 11,488.62  
SALARIES - PART TIME 5,430.00  
SALARIES - OVERTIME 728.06  
HOSPITAL INSURANCE 1,841.11  
MAINTENANCE SERVICE - EQUIPMENT 599.62  
OTHER PROFESSIONAL SERVICES 246.00  
TELEPHONE 140.31  
MAINTENANCE SUPPLIES - EQUIPMENT 77.95  
OPERATING SUPPLIES 915.05  
AUTOMOTIVE FUEL/OIL 1,375.63

HEALTH & SANITATION

SALARIES - REGULAR 64,446.40  
SALARIES - OVERTIME 5,637.33  
HOSPITAL INSURANCE 10,483.58  
MAINTENANCE SERVICE - VEHICLES 11,135.88  
OTHER PROFESSIONAL SERVICES 5,929.00  
TELEPHONE 1,099.67  
LANDFILL FEES 45,372.76  
FEES & PERMITS 556.06  
MAINTENANCE SUPPLIES - VEHICLE 5,957.39  
OPERATING SUPPLIES 985.95  
AUTOMOTIVE FUEL/OIL 14,407.28

POLICE & FIRE COMM.  
LEGAL DEPARTMENT

SALARIES - REGULAR 12,558.48  
HOSPITAL INSURANCE 4.91  
OTHER PROFESSIONAL SERVICES 85.00

HEALTH & HOUSING

SALARIES - REGULAR 37,651.10  
SALARIES - PART TIME 8,228.62  
HOSPITAL INSURANCE 6,986.15  
MAINTENANCE SERVICE - VEHICLES 82.15  
OTHER PROFESSIONAL SERVICES 1,123.00  
TELEPHONE 487.54  
TRAVEL EXPENSE 172.88  
FEES & PERMITS 200.00  
RENTAL 185.58  
OFFICE SUPPLIES 40.94  
SMALL TOOLS 97.96  
AUTOMOTIVE FUEL/OIL 1,783.51

PLANNING & ECONOMIC DEVELOPMENT

SALARIES - REGULAR 15,506.04  
HOSPITAL INSURANCE 2,100.59  
TELEPHONE 59.94

GENERAL FUND

01

TRAVEL EXPENSE 359.45  
TRAINING 500.00  
OFFICE SUPPLIES 48.90

MAYOR

SALARIES - REGULAR 10,873.36  
HOSPITAL INSURANCE 2,681.70  
TELEPHONE 101.17  
TRAVEL EXPENSE 20.00  
TRAINING 295.00  
AUTOMOTIVE FUEL/OIL 91.94

FINANCE

SALARIES - REGULAR 9,770.94  
HOSPITAL INSURANCE 1,786.81

HUMAN RESOURCES

SALARIES - REGULAR 10,154.44  
HOSPITAL INSURANCE 967.36  
PUBLISHING 75.60  
OFFICE SUPPLIES 122.77

CLERKS

SALARIES - REGULAR 18,622.12  
HOSPITAL INSURANCE 3,560.78  
TRAINING 40.00  
OPERATING SUPPLIES 138.00

TREASURER

SALARIES - REGULAR 8,370.32  
HOSPITAL INSURANCE 2,529.88  
TRAVEL EXPENSE 1,769.24  
TRAINING 990.00  
OFFICE SUPPLIES 121.70

MAINTENANCE

SALARIES - REGULAR 31,645.36  
HOSPITAL INSURANCE 5,583.20  
MAINTENANCE SERVICE - BUILDING 3,064.84  
MAINTENANCE SERVICE - FIRE 34.06  
MAINTENANCE SERVICE - STREET 275.00  
MAINTENANCE SERVICE - PARKS/REC 119.97  
MAINTENANCE SERVICE - GROUNDS 26.12  
TELEPHONE 293.24  
OPERATING SUPPLIES 115.27  
JANITORIAL SUPPLIES 1,606.78  
AUTOMOTIVE FUEL/OIL 316.91

ENGINEERING

SALARIES - REGULAR 12,041.92  
SALARIES - PART TIME 4,526.00  
HOSPITAL INSURANCE 2,086.54  
ENGINEERING SERVICE 37.00  
TELEPHONE 88.74  
PRINTING 40.00  
OFFICE SUPPLIES 176.10  
OPERATING SUPPLIES 10.51

PERIOD: SEP 2013  
SYS DATE 101113 [GCT]

CITY OF BELLEVILLE  
TREASURER'S REPORT

SYS TIME 10:52

GENERAL FUND

01

AUTOMOTIVE FUEL/OIL 290.18

\$ 1,872,590.52

TOTAL DISBURSEMENTS \$ 1,872,590.52

OTHER FINANCING SOURCES & USES

DUE FROM OTHER FUNDS \$ 38,018.50

\$ 38,018.50

TOTAL OTHER FIN. SOURCES & USES \$ 38,018.50

CASH

CASH IN BANK \$ 3,492,755.19

CASH IN BANK-CONTINENTAL MAGNA 0.00

CASH IN BANK-WEST POINTE BANK 26,115.19

CASH IN BANK-EPAY 9,099.68

CASH IN BANK-IKE GRANT/WAGNER 28.52

PETTY CASH 1,425.00

HISTORICAL PRESERVATION-SAVINGS 3,063.28

INVESTMENTS 0.00

\$ 3,532,486.86

CASH ON DEPOSIT, SEPTEMBER 30, 2013 \$ 3,532,486.86

SEWER OPERATION & MAINTENANCE 21

CASH

CASH IN BANK	\$ 3,594,853.33
CASH IN BANK - EPAY	171,740.85
PETTY CASH	454.43
INVESTMENTS	0.00
	<u>\$ 3,767,048.61</u>

CASH BALANCE, SEPTEMBER 1, 2013 \$ 3,767,048.61

RECEIPTS

REVENUE

SEWER CHARGES	\$ 436,069.63
COLLECTION - ST CLAIR TOWNSHIP	65,671.48
SEWER LINE INSURANCE	10,730.30
GARBAGE CHARGES	15,212.83
LIEN FEES	320.00
INTEREST INCOME	278.80
MISCELLANEOUS INCOME	4,009.79
	<u>\$ 532,292.83</u>

TOTAL RECEIPTS \$ 532,292.83

TOTAL CASH AVAILABLE \$ 4,299,341.44

DISBURSEMENTS

EXPENSES

INTERFUND OPERATING TRANSFER	\$ 182,709.86
SEWER COLLECTION	

SALARIES - REGULAR	17,850.28
HOSPITAL INSURANCE	2,896.89
SOCIAL SECURITY	1,365.54
I.M.R.F.	2,721.86
MAINTENANCE SERVICE - EQUIPMENT	162.00
DATA PROCESSING SERVICE	1,477.66
OTHER PROFESSIONAL SERVICES	1,683.26
POSTAGE	5,108.52
ST CLAIR TOWNSHIP SEWERS	271.00
STOOKEY TOWNSHIP SEWER	5,484.84
FEES & PERMITS	20.00
OFFICE SUPPLIES	52.65

SEWER LINES

SALARIES - REGULAR	23,379.86
SALARIES - OVERTIME	149.44
PAGER PAY	738.14
HOSPITAL INSURANCE	4,697.87
RETIREES HEALTH INSURANCE	39.48
SOCIAL SECURITY	1,856.46
I.M.R.F.	4,551.12
MAINTENANCE SERVICE - EQUIPMENT	3,173.44
MAINTENANCE SERVICE - VEHICLES	272.75
MAINTENANCE SERVICE - SYSTEM	40,833.78
OTHER PROFESSIONAL SERVICES	258.56
TELEPHONE	105.51

SEWER OPERATION & MAINTENANCE 21

MAINTENANCE SUPPLIES - OTHER 220.04  
 OPERATING SUPPLIES 163.08  
 SEWER PLANT

SALARIES - REGULAR 100,166.97  
 SALARIES - OVERTIME 2,623.34  
 PAGER PAY 1,639.70  
 HOSPITAL INSURANCE 14,128.62  
 SOCIAL SECURITY 7,988.90  
 I.M.R.F. 24,621.82  
 MAINTENANCE SERVICE - BUILDING 556.21  
 MAINTENANCE SERVICE - EQUIPMENT 7,948.58  
 MAINTENANCE SERVICE - VEHICLES 662.13  
 MAINTENANCE SERVICE-GROUNDS 161.91  
 OTHER PROFESSIONAL SERVICE 2,671.44  
 TELEPHONE 2,403.86  
 UTILITIES 40,988.61  
 SLUDGE REMOVAL 6,975.00  
 RISK MANAGEMENT 2,850.00  
 MAINTENANCE SUPPLIES - EQUIP. 369.64  
 MAINTENANCE SUPPLIES - GROUNDS 39.45  
 MAINTENANCE SUPPLIES - OTHER 976.07  
 OFFICE SUPPLIES 223.14  
 OPERATING SUPPLIES 424.96  
 JANITORIAL SUPPLIES 92.20  
 AUTOMOTIVE FUEL/OIL 3,937.63  
 CHEMICAL SUPPLIES 4,415.50  
 EQUIPMENT 14,457.83

\$ 543,567.40 \$ 543,567.40

OTHER FINANCING SOURCES & USES

ACCOUNTS RECEIVABLE \$ 68,656.42  
 ACCT. REC. SEWER LINE INS 1,064.49-  
 \$ 67,591.93

TOTAL OTHER FIN. SOURCES & USES \$ 67,591.93

CASH

CASH IN BANK \$ 3,627,667.34  
 CASH IN BANK - EPAY 195,244.20  
 PETTY CASH 454.43  
 INVESTMENTS 0.00  
 \$ 3,823,365.97

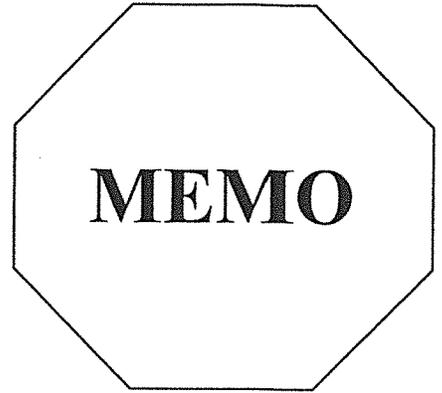
CASH ON DEPOSIT, SEPTEMBER 30, 2013 \$ 3,823,365.97

CASH RECEIPTS  
FISCAL YEAR '2013-2014'

	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	JANUARY	FEBRUARY	MARCH	APRIL	CUMULATIVE TOTAL
NONCONFORMING USE													\$ -
HOUSING PENALTY FEE													\$ -
MISC. COIN													\$ -
GAS & BOILER FEES	\$ 105.00	\$ 140.00	\$ 155.00	\$ 90.00	\$ 315.00								\$ 805.00
PLUMBING FEES	\$ 62.00	\$ 193.00	\$ 276.00	\$ 252.00	\$ 368.00								\$ 1,151.00
ELECTRICAL FEES	\$ 2,105.00	\$ 2,005.00	\$ 1,860.00	\$ 1,615.00	\$ 2,560.00								\$ 10,145.00
ELECTRICAL LICENSE FEES	\$ 850.00	\$ 100.00	\$ 100.00										\$ 1,050.00
ELECTRICAL TESTING FEES				\$ 50.00									\$ 50.00
BUILDING PERMITS	\$ 2,885.00	\$ 1,080.00	\$ 701.00	\$ 617.00	\$ 855.00								\$ 6,138.00
DEMOLITION PERMITS	\$ 50.00	\$ 100.00			\$ 150.00								\$ 300.00
HOME OCCUPATION PERMITS	\$ 100.00	\$ 100.00	\$ 200.00	\$ 100.00	\$ 150.00								\$ 650.00
SIGN PERMITS	\$ 127.18	\$ 30.00	\$ 95.00	\$ 95.00	\$ 30.00								\$ 377.18
CODE BOOKS													\$ -
BOCA CODE BOOK													\$ -
CRIME FREE HOUSING					\$ 3,575.00								\$ 3,575.00
ZONING CERTIFICATE													\$ -
AERATION INSPECTION FEES													\$ -
OCCUPANCY PERMITS	\$ 12,250.00	\$ 10,750.00	\$ 12,775.00	\$ 14,950.00	\$ 10,550.00								\$ 61,275.00
HOUSING INSPECTIONS	\$ 12,540.00	\$ 12,240.00	\$ 15,420.00	\$ 13,730.00	\$ 15,530.00								\$ 69,460.00
EXCAVATION PERMIT		\$ 20.00	\$ 410.00	\$ 50.00	\$ 75.00								\$ 555.00
COMBINATION PERMITS	\$ 3,684.00	\$ 3,254.00	\$ 3,207.00	\$ 13,788.00	\$ 1,979.66								\$ 25,912.66
DUMPSTER PERMIT	\$ 100.00	\$ 50.00	\$ 100.00	\$ 50.00	\$ 50.00								\$ 350.00
REFUSE CONTAINER FEE	\$ 250.00	\$ 450.00	\$ 500.00	\$ 400.00	\$ 250.00								\$ 1,850.00
LARGE ITEM PICKUP FEE	\$ 2,475.00	\$ 2,205.00	\$ 2,090.00	\$ 2,660.00	\$ 2,070.00								\$ 11,500.00
SEWER TAP-IN FEES	\$ 19,375.00	\$ 31,850.00	\$ 18,525.00	\$ 32,175.00	\$ 25,750.00								\$ 127,675.00
SEWER TAP-IN INSPECTION	\$ 670.00	\$ 1,120.00	\$ 950.00	\$ 1,470.00	\$ 1,100.00								\$ 5,310.00
TOTAL COLLECTED	\$ 57,628.18	\$ 65,687.00	\$ 57,364.00	\$ 82,092.00	\$ 65,357.66	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 328,128.84







Belleville Street Dept.

To: Dallas Cook, City Clerk

From: Carol Winter CPS, Street Dept.

Date: October 10, 2013

Re: Motions for the October 21, 2013 City Council Meeting



On behalf of the Traffic Committee, Alderman Orlet will make the following motions at the October 21, 2013 City Council meeting,

1. Create a 3-way stop at Terry Ln. and Stevens St.
2. Create 'no parking' on N. Church St. – both sides – from Kircher Place to Douglas Ave.
3. 25 mph Speed Limit on West Main Street, from 17<sup>th</sup> Street to 30<sup>th</sup> Street, for Eastbound and Westbound traffic.

/cw



# MEMO

ENGINEERING OFFICE

To: Dallas Cook, City Clerk

From: Engineering Department

CC: File, Alderman Paul Siebert

Date: October 16, 2013

Re: Motion for City Council Agenda October 21, 2013

---

Alderman Paul Seibert will make the following motions:

1. **2013 Asphalt Patch**  
Motion to add Cathy Ann to the Asphalt Patch. (TIF 3)
2. **Streetlight at 405-407 Forest Avenue**  
Motion to approve installing one new light on an existing pole in the amount of \$450.00.  
(TIF 3)
3. **Juanita Place – Agreed Unit Price for Earth Excavation Widening**  
Motion to approve agreed unit price submitted from Hank's. (TIF 3)

## Jennifer Starnes

---

**From:** Jennifer Starnes [jstarnes@belleville.net]  
**Sent:** Thursday, October 17, 2013 7:24 AM  
**To:** 'Trenton Galetti'  
**Subject:** RE: City of Belleville - 405-407 Forest Avenue

Thank you...I will pass this information along.

**From:** Trenton Galetti [mailto:trenton73@msn.com]  
**Sent:** Wednesday, October 16, 2013 7:51 PM  
**To:** jstarnes@belleville.net  
**Subject:** RE: City of Belleville - 405-407 Forest Avenue

It looks to me as if the area could use a street light Jennifer.

Trent

---

**From:** jstarnes@belleville.net  
**To:** trenton73@msn.com  
**Subject:** RE: City of Belleville - 405-407 Forest Avenue  
**Date:** Wed, 16 Oct 2013 15:20:48 -0500

Great. Thanks for your help.

**From:** Trenton Galetti [mailto:trenton73@msn.com]  
**Sent:** Wednesday, October 16, 2013 3:22 PM  
**To:** jstarnes@belleville.net  
**Subject:** RE: City of Belleville - 405-407 Forest Avenue

Jennifer,

I will drive by and take a look.

Trent

---

**From:** jstarnes@belleville.net  
**To:** Trenton73@msn.com  
**Subject:** FW: City of Belleville - 405-407 Forest Avenue  
**Date:** Wed, 16 Oct 2013 14:57:15 -0500  
Alderman Galetti –

Can you please check this area out and let me know if you are in agreement for a streetlight to be installed.  
Thanks much...Jennifer

This request is being taken before the Streets and Grades committee on Monday, October 21, 2013.

**From:** Kern, Timothy R [<mailto:TKern@ameren.com>]  
**Sent:** Wednesday, October 16, 2013 1:50 PM  
**To:** Jennifer Starnes  
**Subject:** RE: City of Belleville - 405-407 Forest Avenue

Jennifer,

Per your request for a street light installation on an existing pole at the location of 405 Forest Ave. It was found, to install a 250w HPS street light with an 8' arm bracket; that we would also have to install 90' of #6 duplex street light conductor. The cost to the city for the installation would be a total of \$450.00.

Thank you,

Tim Kern

Tim Kern : : Senior Field Engineering Representative, Ameren Illinois-Engineering Support  
T 618-236-4351 : : C 618-604-5805  
Ameren Illinois : : 1050 West Blvd : : Belleville, IL 62208

**From:** Jennifer Starnes [<mailto:jstarnes@belleville.net>]  
**Sent:** Friday, October 11, 2013 8:22 AM  
**To:** Kern, Timothy R  
**Subject:** City of Belleville - 405-407 Forest Avenue

EXTERNAL SENDER. Do not click on links or open attachments that are not expected and do not give out User IDs or passwords.

Can you please give us a quote on installing a new light on an existing pole. The resident indicated he parks his camper across the street and the area is dark. Thanks

Jennifer Starnes  
Engineering Secretary  
City of Belleville  
213 South Illinois Street  
Belleville, Il. 62221  
(618) 257-7649  
Fax (618) 355-4260

Please consider the environment before printing this e-mail.

The information contained in this message may be privileged and/or confidential and protected from disclosure. If the reader of this message is not the intended recipient, or an employee or agent responsible for delivering this message to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. Note that any views or opinions presented in this message are solely those of the author and do not necessarily represent those of Ameren. All e-mails are

subject to monitoring and archival. Finally, the recipient should check this message and any attachments for the presence of viruses. Ameren accepts no liability for any damage caused by any virus transmitted by this e-mail. If you have received this in error, please notify the sender immediately by replying to the message and deleting the material from any computer. Ameren Corporation



 **HANK'S  
Excavating &  
Landscaping, Inc.**

5825 W. STATE RT. 161  
BELLEVILLE, IL 62223  
(618) 398-5556 FAX: (618) 398-2729

September 19, 2013

City of Belleville  
101 South Illinois Street  
Belleville, IL 62220

Attention: Tim Gregowicz

Route: Juanita Place  
County: St. Clair

Dear Mr. Gregowicz,

Subject: Agreed Unit Price For: Earth Excavation Widening

We are pleased to provide you with an agreed unit price for Earth Excavation Widening in the amount of \$70.50. It is estimated 354.3 cubic yards will be required.

I attached the itemized breakdown of the dates, labor and equipment utilized during the requested work.

Please process the necessary change order so this work can be performed.

Should you need any further assistance regarding this matter, please contact me at my office.

Sincerely,  
HANK'S EXCAVATING & LANDSCAPING, INC.



Henry H. Rohwedder  
President

HHR/jjk  
J:\068\Belleville\AUP\EarthExcWiden\1.doc

HANK'S EXCAVATING & LANDSCAPING, INC.  
 5825 WEST STATE, ROUTE 161  
 BELLEVILLE, IL 62223  
 618-398-5556

ROUTE: \_\_\_\_\_ SECTION: \_\_\_\_\_ COUNTY: \_\_\_\_\_ AUTH. NO.: \_\_\_\_\_ CONTRACT NO.: \_\_\_\_\_

FORCE ACCOUNT BILL FOR: 313068 CITY OF BELLEVILLE - JUANITA PLACE

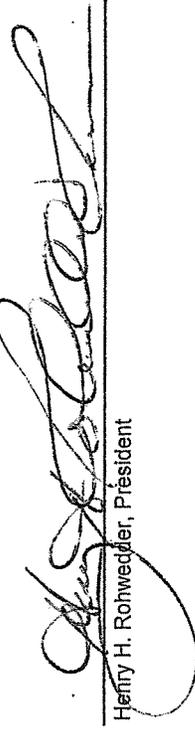
80056

EARTH EX WIDENING

	2013					REG. RATE	O.T. RATE	INSURANCE AMOUNT	PAYROLL AMOUNT	EARNINGS TO DATE	PAYROLL AMOUNTS ELIGIBLE FOR	
	9/11	9/12	9/13	S.T.	O.T.						F.U.T.	S.U.T.
FOREMAN (FIELDS)	2	4	2	8	0	\$ 42.00	\$ 63.00	\$ 336.00	\$ 336.00			
DONALD DOUGHERTY LABORER, LOCAL 459	8	8		16	0	\$ 27.92	\$ 51.470	\$ 446.72	\$ 446.72	\$ 7,060.04	\$ 386.68	\$ 446.72
RAYMOND NEVENNER LABORER, LOCAL 459			4	4	0	\$ 27.92	\$ 51.470	\$ 111.68	\$ 111.68	\$ 2,757.53	\$ 111.68	\$ 111.68
HARVEY MEIER OPERATOR, LOCAL 520	8	8	4	20	0	\$ 33.20	\$ 49.80	\$ 664.00	\$ 664.00	\$ 1,062.40	\$ 66.40	\$ 664.00
LYLE HAAS TEAMSTER, LOCAL 50		4		4	0	\$ 28.605	\$ 42.91	\$ 114.42	\$ 114.42			
<b>SUBTOTALS:</b>				52	0			\$ 1,672.82	\$ 1,672.82		\$ 564.76	\$ 1,222.40
LABORERS PENSION & WELFARE FUND LOCAL	459	20	20	20	60				\$ 412.00			
TEAMSTER PENSION & WELFARE FUND LOCAL	50	4	4	4	13				\$ 55.60			
OPERATOR PENSION & WELFARE FUND LOCAL	520	20	20	20	30				\$ 566.00			
FOREMAN BENEFITS (FIELDS)				8	5				\$ 43.92			
<b>SUBTOTAL LABOR:</b>				52					\$ 2,750.34			
PLUS 35% OF PAYROLL									\$ 962.62			
PLUS WORKMEN'S COMPENSATION INSURANCE:				10.445%	OF	\$ 1,672.82	\$ 174.73					
PUBLIC LIABILITY & PROPERTY DAMAGE INSURANCE												
EXCLUDING PAYROLL OF TRUCK DRIVERS:				7.00%	OF	\$ 1,558.40	\$ 109.09					
FEDERAL UNEMPLOYMENT TAX:				0.6%	OF	\$ 564.76	\$ 3.39					
STATE UNEMPLOYMENT TAX:				8.95%	OF	\$ 1,222.40	\$ 109.40					
FEDERAL SOCIAL SECURITY TAX:				7.65%	OF	\$ 1,672.82	\$ 127.97					
<b>TOTAL PAYROLL ADDITIVES:</b>												
PLUS 10% OF ADDITIVES									\$ 577.04			
<b>TOTAL LABOR:</b>									\$ 4,289.99			

I hereby certify that the above statements is a copy of that portion of the payroll which applies to the above stated work and that the rates shown for taxes and insurance are actual costs.

Signed

  
 Henry H. Rohwedder, President

\*Employees year to date gross pay is less than \$7,000 for federal  
 \*\*\*Employees year to date gross pay is less than \$12,900 for state

EQUIPMENT EXPENSE:	9/11	9/12	9/13	TOTAL HOURS	RATE	AMOUNT	
1999 ON HWY TRUCK TRACTORS-6X4-75,000GVW-400HP	4			4	\$ 75.95	\$ 303.80	
2008 ON HWY LIGHT DUTY TRUCK-GAS-CREW-300HP-1TON-4X4			4	4	\$ 29.76	\$ 119.04	
2008 ON HWY LIGHT DUTY TRUCK-GAS-CREW-300HP-1TON-4X4	4	8		12	\$ 29.76	\$ 357.12	
2011 ON HWY LIGHT DUTY TRUCK-GAS-CREW-315HP-3/4TON-4X4	2	4	2	8	\$ 27.49	\$ 219.92	
2008 CAT314CL CR CRAWLER MTD HYD EXCAVATOR-90 HP-60" BKT .75 CY		8		8	\$ 73.93	\$ 591.44	
2007 CAT314CL CR CRAWLER MTD HYD EXCAVATOR-90 HP-60" BKT .75 CY	8			8	\$ 73.82	\$ 590.56	
2011 CAT 420E IT 4WD 1.25CY EXTENDABLE 93HP BACKHOE W/EROPS			4	4	\$ 44.70	\$ 178.80	
2003 ON HWY REAR DUMP SEMI TRAILER-21CY-24 TONS PAYLOAD	4			4	\$ 11.37	\$ 45.48	
<b>TOTAL EQUIPMENT EXPENSE:</b>	0	0	14	28		52	\$ 2,406.16

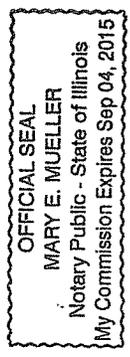
TRUCKING EXPENSE:	HOURS	RATE	AMOUNT
9/11 LAFORE T/T	9	\$ 89.00	\$ 801.00
9/11 LAFORE T/T	8.25	\$ 89.00	\$ 734.25
9/12 LAFORE T/T	7.5	\$ 89.00	\$ 667.50
9/13 LAFORE TANDEM	6	\$ 80.00	\$ 480.00
<b>SUBTOTAL:</b>			\$ 2,682.75
5% ADD ON			\$ 134.14
<b>TOTAL TRUCKING EXPENSE:</b>			\$ 2,816.89

THIS IS TO CERTIFY THAT THE MATERIAL ENTERED ON THIS FORCE ACCOUNT BILL WHICH WAS TAKEN FROM STOCK IS SHOWN AT OUR COST.

TOTAL LABOR:	\$ 4,289.99
TOTAL EQUIPMENT EXPENSE:	\$ 2,406.16
TOTAL TRUCKING EXPENSE:	\$ 2,816.89
PLUS 1% BOND:	\$ 95.13
PLUS 10% OF BOND	\$ 9.51
<b>TOTAL FORCE ACCOUNT BILL:</b>	<b>\$ 9,617.69</b>

TOTAL LABOR:  
TOTAL EQUIPMENT EXPENSE:  
TOTAL TRUCKING EXPENSE:  
PLUS 1% BOND:  
PLUS 10% OF BOND  
TOTAL FORCE ACCOUNT BILL:

Subscribed and sworn to before me this 14th day of Oct 2015.



My commission expires Sept 4, 2015

Notary Public Mary E. Mueller

313068 force Account

HANK'S EXCAVATING & LANDSCAPING, INC.  
BY: [Signature]  
HENRY H. FOWWEDDER, PRESIDENT

APPROVED: \_\_\_\_\_  
RESIDENT ENGINEER

HANK'S EXCAVATING & LANDSCAPING, INC.  
 5825 WEST STATE, ROUTE 161  
 BELLEVILLE, IL 62223  
 618-398-5556

ROUTE: \_\_\_\_\_ SECTION: \_\_\_\_\_ COUNTY: \_\_\_\_\_ AUTH. NO.: \_\_\_\_\_ CONTRACT NO.: \_\_\_\_\_

FORCE ACCOUNT BILL FOR: 313068 CITY OF BELLEVILLE - JUANITA PLACE 80355

EARTH EX WIDENING

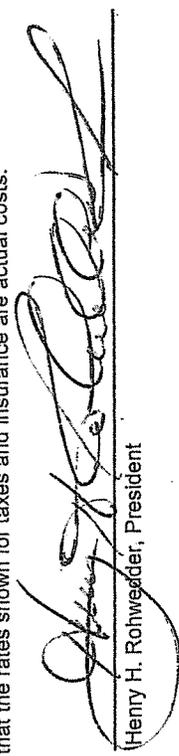
2013	S.T.				O.T.	REG. RATE	O.T. RATE	INSURANCE AMOUNT	PAYROLL AMOUNT	EARNINGS TO DATE	PAYROLL AMOUNTS ELIGIBLE FOR	
	8/20	8/21	8/22	8/23							F.U.T.	S.U.T.
FOREMAN (FIELDS)	3.5	8	4	4	19.5	0	\$ 42.00	\$ 819.00	\$ 819.00	\$ 4,276.78	\$ 919.18	\$ 919.18
DONALD DOUGHERTY LABORER, LOCAL	4	8	8/5	8	4	32	\$ 27.92	\$ 907.40	\$ 919.18			
ROLLAND EGGEMEYER OPER, LOCAL 520	4	8	8/5	8	4	32	\$ 33.20	\$ 1,079.00	\$ 1,087.30			
LYLE HAAS TEAMSTER, LOCAL 50		4			4	4	\$ 28.605	\$ 114.42	\$ 114.42			
DONALD FRIERDICH TEAMSTER, LOCAL 50			6	4	10	0	\$ 28.605	\$ 286.05	\$ 286.05			
<b>SUBTOTALS:</b>					97.5	1		\$ 3,205.87	\$ 3,225.95		\$ 919.18	\$ 919.18
LABORERS PENSION & WELFARE FUND		LOCAL	459	32.5 HRS @	20.60				\$ 669.50			
TEAMSTER PENSION & WELFARE FUND		LOCAL	50	14 HRS @	13.90				\$ 194.60			
OPERATOR PENSION & WELFARE FUND		LOCAL	520	32 HRS @	28.30				\$ 905.60			
OPERATOR PENSION & WELFARE FUND		LOCAL	520	0.5 HRS @	42.45 OVERTIME				\$ 21.23			
FOREMAN BENEFITS (FIELDS)				19.5 HRS @	5.49				\$ 107.06			
<b>SUBTOTAL LABOR:</b>				98.5					\$ 5,123.93			
<b>PLUS 35 % OF PAYROLL</b>									\$ 1,793.37			
<b>PLUS WORKMEN'S COMPENSATION INSURANCE:</b>				10.445% OF			\$ 3,205.87	\$ 334.85				
<b>PUBLIC LIABILITY &amp; PROPERTY DAMAGE INSURANCE</b>												
<b>EXCLUDING PAYROLL OF TRUCK DRIVERS:</b>				7.00% OF			\$ 2,805.40	\$ 196.38				
<b>FEDERAL UNEMPLOYMENT TAX:</b>				0.6% OF			\$ 919.18	\$ 5.52				
<b>STATE UNEMPLOYMENT TAX:</b>				8.95% OF			\$ 919.18	\$ 82.27				
<b>FEDERAL SOCIAL SECURITY TAX:</b>				7.65% OF			\$ 3,225.95	\$ 246.78				
<b>TOTAL PAYROLL ADDITIVES:</b>								\$ 865.80				
<b>PLUS 10% OF ADDITIVES</b>								\$ 86.58				
<b>TOTAL LABOR:</b>								\$ 952.38				
								\$ 7,869.68				

I hereby certify that the above statements is a copy of that portion of the payroll which applies to the above stated work and that the rates shown for taxes and insurance are actual costs.

Signed

\*Employees year to date gross pay is less than \$7,000 for federal

\*\*Employees year to date gross pay is less than \$12,900 for state



Henry H. Rohweeder, President

EQUIPMENT EXPENSE:	8/20	8/21	8/22	8/23	8/26	TOTAL HOURS	RATE	AMOUNT
1999 ON HWY LIGHT DUTY TRUCK-GAS-CONV-300HP-1 1/2TON-4X 4						4	\$ 28.87	\$ 115.48
1999 ON HWY TRUCK TRACTORS-6X4-75,000GVW-400HP				6	4	10	\$ 75.95	\$ 759.50
2011 ON HWY LIGHT DUTY TRUCK-GAS-CREW-315HP-3/4TON-4X4 3.5	4	8	4			15.5	\$ 27.49	\$ 426.10
2013 ON HWY TRUCK TRACTORS-DIESEL-415HP-75,000GVW-6X4		4				4	\$ 79.04	\$ 316.16
2000 CAT 320CL CRAWLER MTD HYD EXCAVATOR- 138 HP-42" BK 4						4	\$ 99.56	\$ 398.24
2007 CAT314CL CR CRAWLER MTD HYD EXCAVATOR-90 HP-60" BKT .75	8	8.5	7	4	27.5		\$ 73.82	\$ 2,030.05
2011 CAT 420E IT 4WD 1.25CY EXTENDABLE 93HP BACKHOE W/EROPS			1			1	\$ 44.70	\$ 44.70
2011 CAT BROOM-PTO POWERED LOADER BROOM LENGTH 106.3 IN			1			1	\$ 5.66	\$ 5.66
1998 HYD REMOVABLE GOOSENECK EQUIPMENT TRAILER 3 AXLES-12		1				1	\$ 17.37	\$ 17.37
2007 ON HWY REAR DUMP SEMI TRAILER-21CY-24 TONS PAYLOAD		6	4	10		10	\$ 11.62	\$ 116.20
2012 ON HWY REAR DUMP SEMI TRAILER-21CY-24 TONS PAYLOAD	3					3	\$ 11.95	\$ 35.85
<b>TOTAL EQUIPMENT EXPENSE:</b>	11.5	24	12.5	21	12	81		\$ 4,265.31

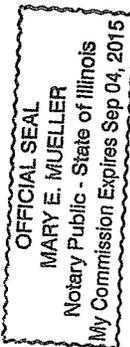
TRUCKING EXPENSE:	8/20	8/21	8/22	8/23	8/26	TOTAL HOURS	RATE	AMOUNT
8/20 LAFORE T/T						4	\$ 89.00	\$ 356.00
8/20 LAFORE T/T						3.75	\$ 89.00	\$ 333.75
8/21 LAFORE T/T						8.5	\$ 89.00	\$ 756.50
8/22 LAFORE T/T						8	\$ 89.00	\$ 712.00
8/22 LAFORE T/T						8.5	\$ 89.00	\$ 756.50
<b>SUBTOTAL:</b>								\$ 2,914.75
5% ADD ON								\$ 145.74
<b>TOTAL TRUCKING EXPENSE:</b>								\$ 3,060.49

THIS IS TO CERTIFY THAT THE MATERIAL ENTERED ON THIS FORCE ACCOUNT BILL WHICH WAS TAKEN FROM STOCK IS SHOWN AT OUR COST.

TOTAL LABOR:	\$ 7,869.68
TOTAL EQUIPMENT EXPENSE:	\$ 4,265.31
TOTAL TRUCKING EXPENSE:	\$ 3,060.49
PLUS 1% BOND:	\$ 151.95
PLUS 10% OF BOND	\$ 15.20
<b>TOTAL FORCE ACCOUNT BILL:</b>	<b>\$ 15,362.62</b>

TOTAL LABOR:  
TOTAL EQUIPMENT EXPENSE:  
TOTAL TRUCKING EXPENSE:  
PLUS 1% BOND:  
PLUS 10% OF BOND  
TOTAL FORCE ACCOUNT BILL:

Subscribed and sworn to before me this 14th day of  
Oct 2013



My commission expires Sept 4, 2015

Notary Public Mary E. Mueller  
313068 force Account

HANK'S EXCAVATING & LANDSCAPING, INC.  
BY: [Signature]  
HENRY H. ROHWEDDER, PRESIDENT

APPROVED: \_\_\_\_\_  
RESIDENT ENGINEER



# MEMO

**TO:** Dallas Cook, City Clerk  
**FROM:** Randy Smith, Sr., Assistant Director  
**DATE:** October 14, 2013  
**SUBJECT:** Council Agenda Items

Alderman Heisler will make the following motions on behalf of the Master Sewer Committee:

Motion to reduce tap on fee for non-resident at 504 Dutch Hollow Road from three times the tap fee to same fee as a resident which is \$2,950.00.



# CONTRACT AGREEMENT FOR PROFESSIONAL SERVICES INDUSTRIAL SUBDIVISION DESIGN



## GENERAL

This agreement is a legal and binding contract between two parties, TWM Inc., and the CITY OF BELLEVILLE, as the CLIENT. When you see the words "us", "we", and "our" they mean TWM Inc. When you see the words "you" or "your", they refer to you as the CLIENT. Please read this Contract carefully. It confirms our understanding of the scope of work you desire and the terms and conditions under which we will do that work.

This Contract describes the specific professional services that you have requested we provide on the proposed project, BELLE VALLEY III, which we will refer to as simply the "project". As you have described it to us, this project involves the development of approximately 173± acres that will be subdivided as the Belle Valley III site located in Belleville, Illinois.

It is our understanding; the proposed subdivision may be broken into multiple phases of construction as financing for this project becomes available to the City. For the purposes of this engineering/surveying contract, we have assumed there will be two major phases to the project as shown in the aerial photo below, with a future phase to include design and construction of a road from Phase 1 to Illinois Route 13.

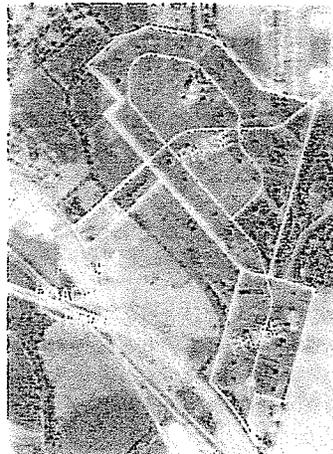
**Phase I** will be defined as the Northern portion of the project consisting of approximately forty (40) lots that will include the design of a 0.7 mile main access road from Illinois Route 13 to Tower Plaza Drive.

**Phase II** will be defined as the Southern portion of the project comprising approximately 12 lots. This portion of the project is located in a FEMA designated Flood Plain Zone that may inhibit its development as a subdivision. Also, while it is planned that this part of the development includes access to Illinois Route 15, this highway is an IDOT "controlled access" highway. Breaking this access may or may not be feasible. Also, access to Illinois Route 15 may be confined by IDOT to a location for which the City does not presently own the property.

Since the scope of services to complete the tasks necessary to address these Phase II issues are not clearly determinable at this time, and rather than provide a cost that may be unreasonable without defining this scope more accurately, we are proposing in this contract that Phase II improvement plans, final plat, construction staking, and construction phase services not be included in this contract. We do propose, however to provide the boundary survey, topographic survey, concept plans, and preliminary plat for Phase II. By structuring the contract this way, we will preclude the City from contracting for work that may not be needed if a flood study would indicate that portions of Phase II could not be developed.

**Future Roadway Phase** is defined as design of a roadway from the limits of Phase I to Illinois Route 13. Due to funding limitations, this portion of the project will not be included as part of this contract.

### Phase Exhibit



## A. SCOPE OF SERVICES - BASIC SERVICES

We agree to provide the following specific professional services. For the purposes of this Contract and project, you agree with us that these services, as listed, will be considered our **Basic Scope of Services**.

### 1.1. BOUNDARY SURVEY (FOR PHASES I AND II)

[Note: TWM, Inc. has already conducted a portion of the boundary survey work for this site when our firm developed sanitary sewer plans for this development on behalf of the City. Our work associated with this phase will involve additional survey work to finalize the boundary for the entire tract comprising this development.]

1. We will perform additional survey work to complete a boundary survey of the 173± acre project site located in Belleville, Illinois.
  - We will identify and locate visible corners of the boundary and measure distance and angles thereof, and set new iron rod markers where old corners cannot be identified.
2. The City shall provide us with a Certificate of Title for the property. We will then review the Schedule B exceptions included in the Title Report and locate those easements on the boundary survey.
3. We will provide a legal description of the property referenced to nearby local surveying monuments.

### 1.2. TOPOGRAPHIC SURVEY (FOR PHASES I AND II)

[Note: An aerial topographic survey for this property was undertaken in 2007. This aerial will be utilized to design the development. We will also need to conduct additional detailed topographic surveying of the roadways that will access the development to establish exact profile grades and identify the location of utilities marked by J.U.L.I.E. in these roadway areas. This will include topographic surveying at Illinois Route 13, and Tower Plaza Drive.

1. We will prepare a topographic survey of the 173± acre project site, utilizing existing aerial topographic data and field data. In addition, we will include in that survey some area adjacent to the project site, generally about 100 feet around the perimeter, but sufficient enough to help us determine conditions such as localized drainage features, access, and other possible impacts related to adjoining properties.
  - We will provide a U.S.G.S. Benchmark
  - We will review FEMA (Federal Emergency Management Agency) Flood Maps and Identify limits of the 100-year flood plain.
2. We will make a J.U.L.I.E. **Design Stage Request**, which is intended for architects, engineers and other customers who are in the design stage of a project. At this stage, J.U.L.I.E. is then supposed to fax a list of utility engineering contacts for their members with utilities in the general area. We must then contact each facility owner's office to notify them of our request. J.U.L.I.E. member companies typically respond in one of three ways within fourteen days of receiving our request. Those are:
  - Perform an actual field location at the proposed site, or
  - Provide drawings indicating the location of the member's buried facilities for the proposed site, or
  - Request that we send drawings of the proposed project / site to the member then mark their existing facilities on the provided prints or provide copies of the utility's record information and return these documents to us.

If the J.U.L.I.E. member actually field locates their utilities, we will then survey those surface markings in order to indicate the approximate horizontal location of those utilities underground, and will add to our topographic survey the horizontal location of those utilities as marked.

If the J.U.L.I.E. member simply provides drawings, or marks up drawings provided by us, we will indicate the approximate horizontal location of those utilities, scaled to the best of our ability, on our topographic survey.

We will also add to our topographic survey:

- other utilities that are above ground and visible on site, and
- other utilities, utility easements, or subsurface conditions using any information provided to us by you, as well as those that are a matter of record in a title report provided by you.

Based upon the information above, by entering into this agreement with us, you agree and understand that:

- The J.U.L.I.E. Design Stage Request process may delay our starting or completing field services and may add cost to the services we provide; and
- J.U.L.I.E. member companies are not required by law to honor a Design Stage Request; and
- Some J.U.L.I.E. members may charge a fee for any of the Design Stage services mentioned above, the cost of which you agree to pay; and
- We are not responsible if existing utilities must be relocated or plan documents must be modified as a result of conflicts between utilities and our plans because J.U.L.I.E., or a J.U.L.I.E. member company, refused to locate their utilities, located the utilities in error, provide incomplete or inaccurate drawings, or did not provide sufficient information in response to our request.

It is your responsibility to provide us with any and all information that you have regarding subsurface utilities or other subsurface conditions that may not be identified through the Design Stage Request, but that might affect the design of the project.

### **1.3. CONCEPT PLANS AND PRELIMINARY PLAT (FOR PHASES I AND II)**

1. We will prepare a maximum of three (3) concept plans of the 173± acre site for review with City staff and to assist in determining the optimum selected layout for the development.
2. We will prepare a Preliminary Plat for the entire proposed subdivision, including as part of that plat, a layout of lots closely following the concept plan you have agreed to, while assuring compliance with applicable code requirements governing lot dimensions and gross area.
3. We will include as part of that preliminary plat, a layout of streets within the subdivision, closely following the concept plan you have provided or agreed to, while assuring compliance with applicable code requirements governing width, material, slope, length, and curves.
4. We will also include as part of that preliminary plat, a layout of existing and proposed utility and drainage easements, preliminary locations of utility and drainage improvements and the location of detention facilities.
5. We will submit the preliminary plat to you for approval and acceptance.
6. Upon acceptance by the municipal authorities, we will submit copies of the preliminary plat to the appropriate utility providers (electric, natural gas, telephone, and cable TV) for their use in designing facilities for the development.
7. We will also submit the preliminary plat to the Illinois Historical Preservation Agency for review of archaeological and cultural sites.
8. We will submit the preliminary plat to the Illinois Department of Natural Resources for the Endangered Species Consultation.

### **1.4. IMPROVEMENT PLANS (PHASE I)**

We will prepare construction improvement plans for Phase I of the subdivision utilizing the Preliminary Plat approved by the municipal authorities. In doing so:

1. We will prepare street plan and profile drawings in accordance with the approved Preliminary Plat,
2. We will prepare a Hydrologic / Hydraulic Drainage Report and design the storm sewer system for the roadways and lots.
3. We will prepare a storm water and erosion control plan to be reviewed by the St. Clair County Soil and Water Conservation Service and the City.
4. We will prepare construction details including pavement, curb and gutter, inlets, manholes, sanitary sewer, and similar features typical of industrial subdivision plans.
5. We will design the sanitary sewer extension and prepare the IEPA sanitary sewer permit application (WPC PS-1, Schedule B, and Schedule P) to serve the subdivision.
6. We will design the water main extension and prepare the IEPA water main permit application (PWS – 43).
7. We will complete the engineering and design forms included in the Illinois American Water Developer's Packet.
8. We will prepare and submit applications on your behalf for St. Clair County Soil Conservation Land Use Review.
9. We will prepare and submit applications on your behalf for an NPDES NOI storm water permit.
10. We will prepare a storm water pollution prevention plan (SWPPP) to be submitted with the NPDES NOI permit.
11. We will prepare a FEMA Conditional Letter of Map Revision (CLOMR) for the proposed lots within Phase 1 currently located in the floodplain.
12. We will attend a reasonable number of meetings with you or on your behalf to coordinate the civil engineering design.

### **1.5. TRAFFIC STUDY (PHASE I)**

1. We will prepare a Traffic Study to Establish Current Year and Design Year Traffic Volumes for Freeburg Avenue (Illinois Route 13).
2. We will perform Traffic Counts at the proposed intersection and adjacent roadways.
3. We will perform a Traffic Signal Warrant Analysis.
4. We will prepare an Intersection Capacity Analysis to establish recommended lane configurations for the intersection.
5. We will determine intersection improvement recommendations based on adequate levels of service at each intersection.
6. We will coordinate with/submit to the Illinois Department of Transportation for review.

### **1.6. INTERSECTION DESIGN STUDY (PHASE I)**

1. We will complete a Topographical and R.O.W. Survey of the Proposed Intersection Project Limits
2. We will prepare an Intersection Design Study of the Subject Intersection Establishing the Proposed Horizontal and Vertical Geometrics, the Striping, Signing, Turning Lane, and Entrance Configurations, and Including a Capacity Analysis to Determine the Best Overall Intersection Configuration and Traffic Signal Phasing Plan Providing the Least Amount of User Delay (if traffic signals are warranted) at the intersection with Freeburg Avenue.
3. We will coordinate with/submit to the Illinois Department of Transportation for review.

### **1.7. FINAL PLAT (PHASE I)**

[Note: We understand that the City may elect to final plat Phase I in multiple phases. The contract price we are providing for final platting is for a single plat. Additional plats may be provided at a similar price per plat]

We will prepare one (1) Final Plat for Phase I of the subdivision. In doing so:

1. We will submit the required number of copies of the Final Plat to the City in order to secure their approval and signature.
2. We will verify or stake property corners. Property corner staking consists of placing a stake and pipe at the property corners of all the lots. Our price is based upon us staking all lot corners at the same time for the first phase of the development. Therefore, any request for individual lot stakeout must come with your approval and will be to you as additional services and as an additional cost to this Contract.

## **B. CONSTRUCTION PHASE SERVICES**

### **1.8. PREPARATION OF CONSTRUCTION BIDDING DOCUMENTS FOR CITY TO BID PROJECT CONSTRUCTION (PHASE I)**

[Note: If the City elects to bid the Phase I project for construction in multiple phases, we are providing a contract price for preparing Construction Bidding documents one time. If multiple phases are bid, these subsequent documents will be provided at 75% of the initial cost per phase.]

1. Compile construction documents for bidding of the particular project phase.
2. Prepare written specifications for bidding of the work associated with the project.
3. Prepare bid schedule for the construction items to enable evaluation of bidder's proposals.
4. Prepare an opinion of probable construction cost for the phase to be bid.
5. Advertise the phase for bidding (City to pay for publication of advertisement)
6. Prepare addenda if required.
7. Prepare Bid Tabulation for the Project.
8. Assist the City in evaluation of the Bids.
9. Prepare a Contract Agreement between the Contractor and City for execution.
10. Review shop drawings submitted by the Contractor
11. Review Pay Requests submitted by the Contractor
12. Prepare Change Orders

### **1.9. CONSTRUCTION STAKING (PHASE I)**

We will perform construction staking for Phase I of the development. It is important to note that we agree to place each construction stake only one time for the price we have quoted you in this contract. Any time required to re-stake



structures, piping, curb and gutters, streets, or other features, because previously placed stakes were damaged or destroyed by vandals, or by contractor or sub-contractor negligence, or for any other reason, will be invoiced to you as additional services and as an additional cost to this Contract. With that understanding:

1. We will stake the street centerline grades for preliminary grading. Preliminary grade staking consists of providing a grade stake every fifty (50) linear feet in the centerline of the proposed streets and providing a maximum of three (3) grade stakes per lot.
2. We will stake all storm sewer inlets and storm water detention ponds. Storm sewer inlet staking consists of providing one (1) centerline structure stake and two (2) offset stakes with elevation hubs showing the cut or fill required for the invert elevation. All ends of culvert pipes or outlet pipes from the storm sewer system will be staked with one (1) stake at the pipe outfall with a cut or fill stake and one (1) offset stake with the cut or fill. Detention basin staking will consist of staking the detention basin (or detention basin improvements). A centerline structure stake and an end of pipe stake at the outlet will be provided. Up to ten (10) detention basin grade stakes will be provided at your discretion and direction.
3. We will stake all sanitary sewer manholes and sewer lines. Sanitary sewer staking consists of providing one (1) centerline structure stake and one (1) offset stake per manhole, with elevation hub showing the cut or fill required for the invert elevation.
4. We will stake the final curb and gutter offset stakes. Final curb and gutter offset stakes consist of two (2) foot offset curb stakes (unless other offset distance is requested prior to staking) with an elevation hub showing the cut or fill to the proposed top of curb elevation. In curves, top of curb stakes with elevation hubs will be set every twenty-five (25) feet.
5. We will indicate the approximate location of property lines for the installation of utilities by placing a temporary painted mark on the street curb at the approximate location of each lot line. These markings are intended to aid various utility companies in the installation of above ground utility equipment, but should not be considered as surveyed marks. All utilities will be required to utilize the marked locations. Any additional locations for each individual utility or additional staking required by utilities will be invoiced to you as additional services and as an additional cost to this Contract.

### 1.10. RECORD DRAWINGS/GIS (PHASE I)

Following the installation of planned improvements, we will prepare one set of Record Drawings for the first phase of the subdivision. In doing so:

1. We will collect field survey data for the top and flow line elevations of all installed sanitary sewer manholes, and for the distances between the manholes.
2. We will illustrate those sanitary sewer manholes, sewer mains and service connections on the Record Drawings, utilizing information provided by your contractor. As such, record drawings illustrate the contractor's data, not necessarily "as-built" conditions. We are not responsible for assuring the accuracy of contractor data, nor are we responsible for obtaining any field data, beyond that specifically described herein, in preparing Record Drawings.
3. We will then submit the Record Drawings to the appropriate municipal authorities.
4. We will survey the placement of fill on the Phase 1 lots included in the CLOMR and prepare the FEMA Letter of Map Revision (LOMR) after construction is completed.
5. We will provide GIS shapefiles to the City delineating the subdivision boundary and lot boundaries, easements, and sanitary sewer manhole coordinates, etc., and other GIS features required in the City's Land Development Ordinance.

## C. HOURLY CONSTRUCTION PHASE SERVICES

### 1.11. ADD-ON HOURLY CONSTRUCTION PHASE SERVICES

[NOTE: Since some Construction Phase Services will be at "your specific request and direction", it is not possible for us to know how many hours of service we will need to provide. The need for these services can also vary significantly depending upon your selection of contractor or subcontractors. We therefore have no accurate method to provide you with a fixed price for those services with any degree of accuracy. As such, we will bill you for any Construction Phase Services at the hourly rates listed in our standard fee schedule in effect at the time of your request. We have included in this Contract as Attachment III, a copy of our current fee schedule, which may be amended from time to time, generally effective January 1st of each year.

Client should indicate which construction phase services are to be contracted with TWM, Inc. by marking the appropriate box. These items will be invoiced on an hourly fee basis.

- |    |                            |                            |  |
|----|----------------------------|----------------------------|--|
| 1. | Y <input type="checkbox"/> | N <input type="checkbox"/> | TWM shall provide periodic construction observation services for Phase I of the project.               |
| 2. | Y <input type="checkbox"/> | N <input type="checkbox"/> | TWM shall conduct "pot-holing" to locate underground utilities.  |
| 3. | Y <input type="checkbox"/> | N <input type="checkbox"/> | TWM shall coordinate with utility companies regarding the relocation of existing utilities and utility |

4. Y   N  
 5. Y   N

structures.  
 TWM shall prepare an electronic data file of the proposed grading plan providing your contractor with a surface model and /or road model for use in GPS guided construction grading equipment.  
 TWM shall provide construction observation for the installation of the water main in accordance with Illinois American Water Company requirements, including surveying the installation of the tees, hydrants, and valves, completing as-built record drawings, preparing IAWC developer package construction forms for the contractor and developer. [Required by IAWC]

### D. PROPOSED SCHEDULE

Unless you tell us otherwise, we will begin to schedule work on the project as soon as you accept this Contract and return it to us with your signature. We intend to begin boundary and topographic work upon receipt of an executed contract. Through this Contract you acknowledge that, as well as your understanding that municipalities and regulatory agencies may also require subsequent revision to the plans.

### E. FEES FOR SERVICES

We agree to provide the Scope of Services listed above in exchange for your payment of the following fees:

<b>A SCOPE OF SERVICES - BASIC SERVICES</b>		
<b>1.1</b>	<b>BOUNDARY SURVEYING SERVICES</b>	<b>\$6,000.00</b>
<b>1.2</b>	<b>TOPOGRAPHIC SURVEYING SERVICES</b>	<b>\$9,000.00</b>
<b>1.3</b>	<b>CONCEPT PLANS &amp; PRELIMINARY PLAT</b>	<b>\$10,000.00</b>
<b>1.4</b>	<b>IMPROVEMENT PLANS</b>	<b>\$30,000.00</b>
<b>1.5</b>	<b>TRAFFIC STUDY (IL. 13 AND SOUTH ENTRANCE)</b>	<b>\$10,000.00</b>
<b>1.6</b>	<b>INTERSECTION DESIGN STUDY</b>	<b>\$13,000.00</b>
<b>1.9</b>	<b>FINAL PLAT</b>	<b>\$5,000.00</b>
<b>BASIC SERVICES - SUB-TOTAL</b>		<b>\$83,000.00</b>
<b>B CONSTRUCTION PHASE SERVICES</b>		
<b>1.10</b>	<b>PREPARATION OF CONSTRUCTION BIDDING DOCUMENTS</b>	<b>\$5,000.00</b>
<b>1.11</b>	<b>CONSTRUCTION STAKING SERVICES</b>	<b>\$10,000.00</b>
<b>1.12</b>	<b>RECORD DRAWINGS</b>	<b>\$5,000.00</b>
<b>CONSTRUCTION PHASE SERVICES - SUB-TOTAL</b>		<b>\$20,000.00</b>
<b>C HOURLY CONSTRUCTION PHASE SERVICES FOR ILLINOIS AMERICAN WATER MAIN</b>		
<b>1.13</b>	<b>HOURLY CONSTRUCTION PHASE SERVICES FOR IAWC WATER MAIN CONSTRUCTION INSPECTION ONLY</b>	<b>\$4,000.00</b>
<b>HOURLY CONSTRUCTION PHASE SERVICES</b>		<b>\$4,000.00</b>
<b>TOTAL COST</b>		<b>\$107,000.00</b>

**Reimbursable Costs** - You also agree to reimburse us for outside services, such as sub consultant services, delivery services, express mail, or the printing and production of plan documents, at our actual cost plus 15%.

## F. BILLING AND PAYMENT

We will bill you, at the address listed for you in this contract, for the **Basic Scope of Services** we have provided as well as for any additional services you requested in the following manner:

- A. For all services, we will bill you monthly for a percentage of the lump sum fee based upon our estimate of the percentage of services we have provided to date.
- B. For any fees for any other services we provide, including **Construction Phase Services**, we will bill you on a monthly basis for services provided to date.
- C. For any fees for **Reimbursable Costs**, we will bill you on a monthly basis for actual costs plus any markup.

Should submission of any of the surveys, studies, plats or plans above be unduly delayed by you, by any regulatory review or agency, or by any other event that is not within our control, we reserve the right to bill you for the percentage of services provided to date, and to then bill for the balance of any lump sum fee upon eventual submission.

For all of the above, payment is due when you receive our respective invoice. You agree to both process and pay our invoices promptly. While we are not obligated to do so, if after thirty (30) days, any portion of any invoice remains unpaid, you agree that we have the right to charge you interest, at a rate of up to 1½ percent per month for any balance unpaid.

Except as provided by law or allowed in writing by us, our invoices are not subject to unilateral set-offs, back charges or discounts by you. You must pay the full amount of the invoice. Unless otherwise specified within this Contract, you cannot retain any money due to us, or otherwise reduce the amount of any invoice we send to you.

If you have a question about or disagree with any portion of any invoice, you should notify us in writing within fifteen (15) calendar days of receipt of the invoice, specifically describing the reason for your dispute. We will then work towards resolving any issue with you within thirty (30) calendar days. Any portion of the invoice that is not in dispute remains due and should be paid by you by the due date.

## G. INFORMATION WE NEED FROM YOU

We need you to provide to us with some specific information so we can perform our Scope of Services. That includes:

1. A current title insurance commitment or title insurance policy pertaining to the subject property so that we can determine the legal description of the property and the easements, covenants, conditions and restrictions encumbering it.
2. Any additional information available to you or to your consultants or contractors that might be applicable, necessary or helpful to us in performing our Scope of Services.

## H. ADDITIONAL SERVICES

You may request that we provide any additional services not included in the **Basic Scope of Services** above, and do so either on your verbal authority at our current hourly rates, or by requesting a written addendum to this contract. We may also request authorization for additional services via a written contract addendum. Any such addendum will also identify adjustments to the project schedule and fees in order to include the requested additional services.

As a firm, we may offer other services that you have not requested we provide. If you have not requested those services from us, they are not included within the **Basic Scope of Services** listed above, and therefore also not included in any lump sum fee listed above. If the nature of the project requires or warrants additional services but you choose not to secure those services from us, you still retain the responsibility to secure those services from another appropriate and qualified consultant.

## I. EXCLUDED SERVICES

As a firm, we specifically list services that we do not provide and therefore exclude from this Contract and from our **Basic Scope of Services**. Specifically Excluded Services are:

1. Performing any environmental assessment.
2. Investigating or performing any archeological (Phase I, II, or III) study that might be required by the Illinois Historic Preservation Agency.

3. Designing any irrigation system.
4. Designing any site lighting plan.
5. Performing any water main testing including domestic or fire flow, pressure, or bacteriological testing.

Although these services will not be provided by us, they may still be necessary for the project. It is your responsibility to make that determination and to procure any such services from an appropriate and qualified consultant. When you do, you agree to provide their findings or plans to us so that we can evaluate their potential impact upon the services we have agreed to provide.

We are not responsible for addressing within our design or fees, any environmental conditions you might encounter or find, including but not limited to garbage, dumping sites, petroleum tanks or radioactive waste, nor are we responsible for non-compliance with any permit requirements associated with the above, or for any other requirement not included within our Scope of Services.

## J. INSURANCE

We agree to obtain insurance from a reputable insurance company and to maintain that insurance throughout the term of this contract. Our current insurance coverage and limits are included in this Contract as **Attachment II – Schedule of Insurance**. At your request, we will provide you with a certificate of insurance on the standard ACCORD form issued by an authorized representative of our insurer, as evidence that we have obtained insurance coverage applicable to this Agreement.

As to Professional Liability / Errors & Omissions Insurance, we agree to maintain that insurance throughout the design and construction of this project, and for a period of one year following substantial completion, provided that coverage is reasonably available at commercially affordable premiums. For the purposes of this Contract, “reasonably affordable” and “commercially available” mean that more than half the design professionals practicing in the State of Illinois and in this specific discipline are able to obtain such coverage.

You may request that we secure and provide project specific insurance with higher limits than we would normally carry, and for a specific length of time, provided that you also agree to pay for the higher cost of the premiums for that insurance.

## K. RIGHT OF ENTRY

Throughout the term of this Contract, you agree to obtain and grant to us and our personnel, reasonable and necessary nonexclusive access to the project site and property so that we can fulfill our **Basic Scope of Services** listed above. While on the project site and property, our personnel will make every reasonable effort to protect that property and to comply with applicable safety procedures, including those specifically communicated to us by you. You understand that the use of surveying or other equipment may unavoidably cause some minor damage to trees, shrubs, crops or sod, the correction of which is not a part of this Contract.

You also agree to obtain and grant to us permission to erect a sign on the project site, should we choose to do so, identifying us as the project engineer and / or surveyor, and to allow that sign to remain on site during construction, reasonably protected from damage.

## L. QUALIFICATIONS

We employ Licensed / Registered Land Surveyors, Licensed Professional Engineers, and Licensed Structural Engineers. When appropriate, our work will be performed by or under the direct supervision of one of those professionals and when applicable, documents submitted to you or on your behalf will bear the seal of the respective Surveyor or Engineer and certification to that effect.

## M. SPECIFIC TERMS AND CONDITIONS

This Contract is based upon the following specific terms and conditions:

1. You, and / or the owner, are responsible for paying any and all permit and / or application fees, utility connection fees, any fees required by statute or ordinance, any fees associated with a Municipality's adopted subdivision or development code, and any fees for activities including but not limited to, legal recordation, Illinois EPA sewer or water permits, NPDES NOI permits, wetlands delineation studies, archeological studies, municipal review, or title report. If you should require us to pay any such fees anyway and then request reimbursement from you, you agree to reimburse us for the cost of the actual

- fees plus a fifteen (15) per cent surcharge in order to offset costs for processing, the cost of money, and professional liability insurance.
2. This Contract does not provide for any design of fire pumps, fire flow testing, or off-site water main. The contract and our pricing assume that the closest available water main is located immediately adjacent to the site and is adequate in pressure and capacity to provide service to this development.
  3. This Contract does not provide for the design of any off-site sanitary sewer, or capacity studies of the downstream sanitary sewer system. The contract and our pricing assume that the closest available sanitary sewer is located immediately adjacent to the site and is adequate in capacity and elevation to supply gravity flow sanitary sewer service to the facility.
  4. This Contract does not provide for the design of private utilities including, but not necessarily limited to, natural gas, electric, cable TV, and telephone. The contract and our pricing assume that the design of said utilities will be undertaken by the respective utility companies.
  5. The fees we have quoted for Construction Staking Services assume you will organize and coordinate your requests for staking so that our survey crews are able to provide a minimum of four (4) hours of staking services with each trip to the job site. If you regularly request that we provide staking for less than this four hour minimum, we will incur additional travel time between our office and the job site, the cost of which has not been included in our fee. We may therefore invoice you for these as additional services and as an additional cost to this Contract.
  6. As noted earlier, any time required to re-stake structures, piping, curb and gutters, streets, or other features, because previously placed stakes were damaged or destroyed by vandals, or by contractor or sub-contractor negligence, or for any other reason, will be invoiced to you as additional services and as an additional cost to this Contract.
  7. In order to insure that you are aware of requests for restaking, and in order to make sure that you are approving the additional costs for that staking, all requests from your selected General Contractor or Sub-Contractors for construction staking services should be routed through you to us.
  8. You agree to not initiate any construction based upon our plans until any and all required permits and approvals are received from any issuing agency or municipality. Should you disregard this limitation and initiate work or seek bids prior to plan approval or permits being issued, and should the municipality or issuing agency require modifications to the plans as we submitted, we are not responsible for the revised bid prices that may result, or for the cost to remove, modify or otherwise change any construction performed prior to the issuance of a permit.
  9. When we submit any drawings, plans, specifications, plats, descriptions, or other documents to you for your review you agree to review them within thirty (30) days to determine if they are generally acceptable and if so, to note your approval, which shall not be unduly withheld.
  10. As part of your review, should you detect what you believe to be errors, necessary changes, or failure on our part to complete our responsibilities under the Basic Scope of Services above, you are to immediately notify us. We will then correct any errors you note or complete any remaining tasks, as necessary.
  11. If your review is delayed for some reason, we may temporarily suspend work until you are able to complete the review, so that we are able to make any required changes before proceeding with the project.
  12. When we submit any plans, plats or documents to the reviewing municipality, we do so in accordance with their codes and regulations, unless you are seeking a variance or unless you are attempting some other relief from the enforcement of those codes. Municipalities may or may not grant such relief. They may also impose additional demands upon the project and plans, some of which may be arbitrary or discretionary and therefore not clearly defined or discernible in the codes. Therefore, following your approval and the subsequent submission of any plans or plats to the reviewing municipal authorities, any revisions required by the municipality that in our opinion require significant change and are not prompted by our error or omission, may be invoiced to you as additional services and as an additional cost to this Contract.
  13. You agree, to the fullest extent permitted by law, to indemnify and hold us harmless from any claim, liability or cost (including reasonable attorney's fees and costs of defense) should you fail or refuse to comply with any local, state or federal ordinance, code, law or other regulation as they apply to this project, or should your other consultants, sub-consultants, contractors or subcontractors, fail or refuse to comply with any local, state or federal ordinance, code, law or other regulation as they apply to this project, and an injury, claim or loss arises or is alleged as a result.
  14. You agree to name us as an additional insured and have your insurance carrier issue to us a certificate of insurance and an endorsement to your policy using ISO Form CG 20 07 07 04, or an equivalent acceptable to us. This endorsement



protects us from liability in respect to any bodily injury, property damage, or personal and advertising injury, caused in whole or in part by your acts or omissions or the acts and omissions of others acting on your behalf.

**N. ATTACHMENTS**

The following are attached to this Contract and are hereby incorporated into the Contract and made part of it by this reference.

**ATTACHMENT I: GENERAL TERMS AND CONDITIONS**

**ATTACHMENT II: SCHEDULE OF INSURANCE**

**ATTACHMENT III: SCHEDULE OF FEES**

**ACCEPTANCE**

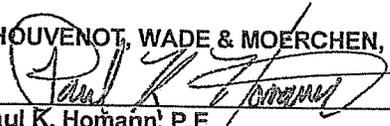
This Contract and any and all attachments comprise the final and complete agreement between you and us. It supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written, relating to the subject matter of this Contract. Execution of this Contract signifies that each party has read the document thoroughly, has had any questions explained by independent counsel and is satisfied. Amendments to this Contract shall not be binding unless made in writing and signed by both you and by us.

IN WITNESS WHEREOF, the parties hereto have made and executed this **CONTRACT** on this \_\_\_\_\_ day of October, 2013.

CITY OF BELLEVILLE

\_\_\_\_\_  
MAYOR MARK ECKERT  
Mayor, City of Belleville

THOUVENOT, WADE & MOERCHEN, INC.

  
\_\_\_\_\_  
Paul K. Homann, P.E.  
Senior Vice-President

**Address for giving notices:**

101 South Illinois Street  
Belleville, Illinois 62220  
Tel. No. 618 233-6518  
Fax No. 618 233-6779

**Address for giving notices:**

4940 Old Collinsville Road  
Swansea, Illinois 62226  
Tel. No. (618) 624-4488  
Fax No. (618) 624-6688  
E-Mail: [corp@twm-inc.com](mailto:corp@twm-inc.com)

## ATTACHMENT I - GENERAL TERMS AND CONDITIONS

**GOVERNING LAW.** Because of our corporate headquarters location, this Contract, its validity, interpretation and performance, will be governed by the laws of the State of Illinois.

**TITLES.** The paragraph titles used in this Contract, and in any attachments, are only for general reference and are not part of the Contract.

**SEVERABILITY AND SURVIVAL.** If any provision of this Contract is later held unenforceable for any reason it will be deemed void, but all remaining provisions will continue in full force and effect. Notwithstanding completion or termination of this Contract for any reason, your rights, duties and obligations, as well as ours, will survive the completion of the work or the termination of the Contract, and remain in full force and effect until they are fulfilled.

**ASSIGNMENT.** Neither you or we can transfer, sublet or assign any rights under, or interest in, this Contract without the prior written consent of the other, with one exception: if you fail to pay for the services we provide, we retain the right to assign this Contract to a collection agency or attorney in order to collect the past due account.

**TERMINATION.** Either you or we may terminate this Contract at any time with or without cause upon giving the other party thirty (30) calendar day's prior written notice. Regardless of who initiates termination, within thirty (30) calendar days of such termination you agree to pay us for all services rendered and all costs incurred up to the date of termination.

**SUSPENSION OF SERVICES.** If you suspended work on the project for more than thirty (30) calendar days in the aggregate, we are obviously entitled to compensation for the services we performed and the charges we incurred prior to that suspension. Upon resumption, we may also be entitled to a fair adjustment to our fees to help offset the resulting demobilization and remobilization costs, as well as a fair adjustment in the project schedule because of the suspension. You also agree that we are entitled to be paid, and that you will pay us, for all the services we provide to you, even if you subsequently decide not to proceed with your project.

**DEFINITIONS.** Sometimes people assume the meaning of specific words commonly used in the construction industry, but that presumed meaning may not be accurate. For the purposes of this Contract, and unless otherwise specified in this Contract, you agree with us that the following words, and their derivative words or phrases, will have the meaning indicated below:

- **CERTIFY, CERTIFICATION:** A statement of our opinion, to the best of our professional knowledge, information and belief, and based on observed conditions. Any such statement of opinion does not constitute a warranty, either express or implied. You understand that our certification does not relieve you or your contractors of any responsibility or obligation they may have by industry custom or under any contract.
- **COST ESTIMATE:** An opinion of probable construction cost made by us. If we provide a cost estimate or an opinion of probable construction cost, you recognized that we have no control over the actual costs of labor, equipment or materials, or over the methods used by contractors and bidders to determine prices or bidding. Any opinion of probable construction costs is therefore based upon our reasonable professional judgment, experience, and the data available to us at the time, and does not constitute a warranty, express or implied, that any bids or the negotiated price of the work will not vary from your budget or from that opinion of probable cost previously prepared by us.
- **DAY, DAYS:** The term "day" means a calendar day of 24 hours. The term "days" means consecutive calendar days of 24 hours each, or any fraction of a single day.
- **INSPECT, INSPECTION:** The visual observation of the Work involved in this project as it is being constructed, in order to permit us, as experienced and qualified professionals, to determine that the Work, when completed by the Contractor, generally conforms to the plans, specifications and Contract Documents. If we make any such inspections for you, you agree that we are not guaranteeing, and that we have no authority or control over, the Contractor's performance or his failure to perform the Work in accordance with the Contract Documents. We also have no responsibility for the means, methods, techniques, sequences or procedures selected by the Contractor, or for the Contractor's safety precautions and programs, or for the failure of the Contractor to comply with any laws or regulations relating to performing or furnishing the Work under their Contract.
- **RECORD DOCUMENTS:** Drawings prepared by us upon the completion of construction. These are typically based upon marked-up drawings and other data furnished to us by the Contractor and / or others showing significant changes in the Work made during construction. Some refer to these as "as-builts", but because Record Documents are prepared using unverified information provided by others, we don't make any warranty as to the absolute accuracy or completeness of the drawings we prepare, and in fact because of the source of the information we use, the drawings we provide to you may not accurately reflect what was built.
- When you see the words "us", "we", and "our" they generally refer to TWM INC., as well as our officers, partners, employees, agents and subconsultants.
- When you see the words "you" or "your", they generally refer to you as the CLIENT, as well as your officers, partners, employees, agents and subconsultants.

**SCOPE OF SERVICES.** Both you and we have agreed to a list of Basic Services that we will provide to you at an agreed upon price. Those services are listed in the Scope of Services section. Services not specifically listed in this section are excluded from the scope of our work and we therefore assume no responsibility to perform those services. If you ask us to perform additional services we will do so at our prevailing fee schedule. On some projects we are asked to provide only surveying or construction staking services, or to design only specific aspects of the project, while someone else provides those aspects of the design not provided by us. This may be the case in a "design-build" project as we'll, where the contractor provides some "design" services. In all such cases you agree that we have no responsibility, and accept no responsibility, for any design performed by others, or for detecting errors in their design, or for bringing any such possible errors to your attention.

**TIMELINESS OF PERFORMANCE; DELAYS.** We will perform our services with due and reasonable diligence consistent with sound professional practices. However, we are not responsible for delays caused by factors beyond our reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other regulatory authority to act in a timely manner, your failure to furnish timely information or approve or disapprove of our services or work product promptly, or delays caused by your faulty performance or by Contractors at any level. When such delays beyond our reasonable control occur, you agree that we are not responsible for damages, nor shall we be deemed to be in default of this Contract.

**INFORMATION PROVIDED BY OTHERS.** We may need you to provide to us with some specific information so we can perform our Scope of Services. Typically that at least includes a current title insurance commitment or title insurance policy pertaining to the subject property so that we can determine the legal description of the property and the easements, covenants, conditions and restrictions encumbering it. You are also obligated to provide us with any additional information available to you or to your other consultants or contractors that might be applicable, necessary or helpful to us in performing our Scope of Services. With all such information you acknowledge that we have to trust the accuracy, completeness and sufficiency of information when it is provided by you or someone else. Still, there are a number of possible reasons why the information may not be accurate, including that errors or omissions may have occurred in the information when assembled and provided by you, or you may fail to produce all the necessary or appropriate documents or information. Even so, you agree that for any information provided by you or others, we are entitled to rely upon it, and to assume that it is accurate, complete, and in compliance with applicable rules, regulations, codes and laws. You therefore also agree, to the fullest extent permitted by law, to indemnify and hold us harmless from any claim, liability or cost (including reasonable attorney's fees and costs of defense) should you provide documents or other information for our use, and an injury, claim or loss arises or is alleged based upon errors, omissions, inaccuracies or code violations contained within the information you or someone else provides.

**ATTACHMENT I - GENERAL TERMS AND CONDITIONS (CONTINUED)**

**UNDERGROUND UTILITIES & SUBSURFACE CONDITIONS.** Our Scope of Services may require that we indicate the location of underground utilities on our survey or plans. If so, we will request that the location of those underground utilities be identified by surface markings. We do this by calling J.U.L.I.E. (State of Illinois) or DIG-RITE (State of Missouri) or any other appropriate "one-call" utility location service. You also agree to provide us with any information you might have about easements, pipelines, personal communication cables, or any subsurface conditions that might not otherwise be known or located. We then prepare our survey / plans indicating the locations of existing underground utilities, as they have been marked, or disclosed by you. However, you again recognize and understand that in order for us to provide this service, we are dependent upon information provided by others, and that the information upon which we must rely may contain errors or be incomplete for a number of reasons, including: 1) joint utility location services or their members may refuse to locate buried utilities during the design phase of a project; 2) the actual location of utilities sometimes deviates from the surface location marked by joint location services; 3) not all utilities are members of joint location services and therefore may not be notified by them, and; 4) member utilities may not respond to all requests for utility location. You should also recognize and understand that surface location markings do not identify the depth of underground utilities. You therefore agree, to the fullest extent permitted by law, to indemnify and hold us harmless from any claim, liability or cost (including reasonable attorney's fees and costs of defense) should the markings provided by a utility location service prove inaccurate or incomplete, and property damage, injury or economic loss arises or is alleged because of a contractor's reliance on underground utility information contained in plans prepared by us.

**ENVIRONMENTAL & HEALTH HAZARDS.** Both you and we acknowledge that our scope of work does not include any services related to asbestos or hazardous or toxic materials. However, while working on the site, should we encounter any materials or conditions that we suspect could be hazardous or toxic, we will notify you of that suspicion so that you can investigate. In that event, or in the event that any other party encounters or suspects asbestos or hazardous or toxic materials at the jobsite or any areas adjacent, we may, at our option and without liability for consequential or any other damages, suspend the performance of our services on the project until you retain an appropriate specialist, consultant, or contractor to identify, abate and / or remove the hazardous or toxic materials and warrant that the jobsite is in full compliance with applicable laws and regulations.

**CHANGED CONDITIONS.** Once this Contract is in place, it is possible that conditions change, and that something occurs or is discovered that was not originally contemplated or known by us. You agree to rely on our judgment as to the continued adequacy of this Contract in such cases. Should we identify changed conditions that in our opinion necessitate renegotiation of this Contract, both we and you will promptly, and in good faith, enter into that renegotiation. If we cannot agree to new Contract terms, you and we each have the absolute right to terminate this Contract, in which case you agree to pay us for the services we have rendered through the date of termination.

**STANDARD OF CARE.** Services provided by us under this Contract will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

Both you and we owe a duty of care to the public that requires both of us to conform to applicable codes, standards, regulations and ordinances, principally to protect the public health and safety. You will make no request of us that, in our reasonable opinion, would be contrary to our professional responsibilities to protect the public. You will take all actions and render all reports required of you in a timely manner. Should you fail or refuse to take any required actions or render any required notices to appropriate public authorities in a timely manner, you agree that we have the right to exercise our professional judgment in reporting to appropriate public officials or taking other necessary action. You agree to take no action against us or attempt to hold us liable in any way for carrying out what we reasonably believe to be our public responsibility. You also agree that in this situation, we have the right to immediately terminate this Contract and cease providing services, without the notice we would normally provide under the Termination or Suspension of Services sections of this Contract.

In order to minimize frivolous lawsuits, you will make no claim for professional negligence against us, either directly or in a third party claim, unless you have first provided us with a written certification executed by an independent professional currently practicing in the same discipline as us and licensed in the State of Illinois. This certification shall: a) contain the name and license number of the certifier; b) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of a professional performing professional services under similar circumstances; and c) state in complete detail the basis of the certifier's opinion that each such act or omission constitutes such a violation. This certificate shall be provided to us not less than thirty (30) calendar days prior to the institution of any claim.

**JOBSITE SAFETY.** Our employees will perform their work in a safe manner and in accordance with applicable rules and regulations. We are responsible for the safety of our own employees on the jobsite but will follow instructions of the General Contractor when those employees are in an area of the jobsite controlled by the General Contractor. Both you and we agree that the General Contractor is solely responsible for jobsite safety, and you agree that it is your responsibility to make that evident to your General Contractor. Neither our professional activities, nor the presence of our employees or subconsultants at a construction site, will relieve the General Contractor or any other entity of their responsibility for jobsite safety or for their obligations, duties, and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the Work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. Neither we nor any of our employees has the authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. You also agree that in order to further protect all of us, you, we, and any subconsultants we employ, will be indemnified and made additional insureds under the General Contractor's general liability insurance policy, endorsed under ISO Form CG 20 10 11 85, unless a different form is proposed and accepted by us.

**CONFIDENTIALITY.** If any data or information furnished to us by you is marked **CONFIDENTIAL**, or if you direct us to keep confidential any data generated by us for this project, we will not disclose that data or information to any person or entity, other than our own employees, any subconsultants working for us on the project, the general contractor and subcontractors, or any appropriate or required governmental or regulatory agency. These provisions do not apply to information in whatever form that comes into the public domain, nor do they restrict us from giving notices required by law or from complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction. These provisions also do not apply to information that in our opinion is necessary for us to defend ourselves from any suit or claim.

You agree that the technical methods, techniques and pricing information contained in any proposal submitted by us pertaining to this project or contained in this Contract or any Addendum thereto, are to be considered confidential and proprietary, and shall not be released or otherwise made available to any third party without our express written consent.

**CONFIDENTIAL COMMUNICATIONS.** In some cases, you may ask us to provide you with an opinion about the past performance, current performance, or the qualifications of other entities under contract to you, or who you are considering for contracts. We assume that if you ask us to do so, you want a candid answer. However, we may be reluctant to provide a frank report or opinion that is not favorable, if you intend to share that report or opinion with others. You therefore agree to keep any such communications confidential, and to the fullest extent permitted by law, to indemnify and hold us harmless from any claim, liability or cost (including reasonable attorney's fees and costs of defense) arising or alleged because you failed to do so, or because we provided any such confidential opinions or reports to you or to your agents.

**ATTACHMENT I - GENERAL TERMS AND CONDITIONS (CONTINUED)**

**OWNERSHIP OF INSTRUMENTS OF SERVICE.** All reports, plans, specifications, computer files, field data, notes and other documents prepared by us are instruments of the professional services we provide. They are not products. This is an important distinction when considering the implications of "product liability" versus "professional liability". We therefore shall be deemed the owner and author of said drawings and data, and shall retain all rights to them, including all statutory and other reserved rights, the right to reuse specific design elements created by us, and the ownership of the copyright imbedded therein. If you have paid us in full for the services provided under this Contract, we will, at your request, supply you with one Mylar set of final plans for the project, and grant a limited royalty-free license for you to use those plans for the purposes of advertising, promotion, and construction, and the operation and maintenance of the Project. However, by accepting any such plans or documents you agree that use or reuse for any purpose other than the work covered under this Contract, or any modification without our written permission, is at your sole risk. You agree to indemnify and hold us harmless from all claims, damages and expenses, including attorneys' fees, to release us from all claims and liability, to waive all claims against us, and to pay to defend us, if you or anyone else acting on your behalf, uses or reuses these data for any other purpose or work.

**ELECTRONIC MEDIA / FILES.** Data transferred in electronic format is easily altered, even unintentionally; therefore creating the possibility that unwanted errors might be introduced into the data via the transfer process. These errors might result from incompatible software or hardware settings; from damage to the electronic media; from electrical charges; from unauthorized changes made by you or another party; or from similar events. It is generally difficult to determine when and how such errors were first introduced, and therefore who is responsible for the change. Like our paper documents, electronic data are instruments of the professional services we provide. They are not products. As such, we normally do not provide clients with drawings or other data as electronic files.

If for some reason your project does require that we provide data in electronic format, the terms of doing so should be negotiated as part of this Contract and reduced to writing herein. In that case, if you have paid us in full for the services provided under this Contract, we will supply you with a Compact Disc (CD) containing the specified electronic files in the format in which they were created, and grant you a limited License for Use of Electronic Data. This license is not intended for any purpose or project other than the project that is the subject of this Contract, and is not transferable to any other party. We will also require that you sign a License for Use of Electronic Data / Non-Disclosure Agreement / Agreement for Release of Liability form. By your signature on this form you agree to indemnify and hold us harmless from all claims, damages and expenses, including attorneys' fees, to release us from all claims and liability, to waive all claims against us, and to pay to defend us, if you or anyone else acting on your behalf, uses or reuses these data for any other purpose or work. We make no warranties, either express or implied, of the merchantability and fitness for any particular purpose, for any electronic files we might provide. Should you find any difference between electronic versions of any drawing or document and the printed version that is signed and sealed by us, the printed document prevails.

**UNAUTHORIZED CHANGES.** In the event you allow, authorize, consent to or approve of anyone else making changes to any plans, specifications or other construction documents prepared by us, and those changes are not approved in writing by us, you recognize that said changes and the results thereof are not our responsibility. You therefore agree, to the fullest extent permitted by law, to indemnify and hold us harmless from any claim, liability or cost (including reasonable attorney's fees and costs of defense) should you, or any of your agents or representatives other than us, make unauthorized changes to drawings and data provided by us.

**SUPPLANTING DESIGN PROFESSIONAL.** If, for any reason, we do not complete all the services contemplated by this Contract, we cannot be certain of the accuracy, completeness or workability of any documents prepared by us, especially if they are used, changed, or completed by you or someone else. Since the accuracy of any such documents would no longer be in our control, we also cannot be held responsible for assuring that accuracy. Accordingly, you agree, to the fullest extent permitted by law, to indemnify and hold us harmless from any claim, liability, or cost (including reasonable attorney's fees and defense costs) for injury or loss arising or alleged because of such use or completion, or for any unauthorized changes made by any party to any documents prepared by us. Nothing in this paragraph indemnifies us from our own negligence or breach of our obligations under this Contract.

**DEFECTS IN SERVICE.** Should you discover what you suspect to be a defect in our work or services, you agree to promptly report that suspicion to us as soon as you become aware of it, so that we can investigate and take measures to correct any such defect and to minimize the consequences of it. You further agree to impose a similar notification requirement on all your contractors, and that they do so with all subcontractors, at any level. The intent is to avoid the potentially higher cost of change orders by identifying and correcting any such defects as early as possible. Therefore, failure by you or your contractors or subcontractors to notify us as required in this section, will limit our cost of remedying any such defects to the sum that remedy would have cost had we been given prompt notification.

**BETTERMENT.** Betterment, or unjust enrichment, means that a person, who is negatively impacted because of an alleged error, recoups not only their actual losses caused by the error, but gains an advantage or profit because of it. This Contract does not allow betterment or unjust enrichment. Therefore, if due to an oversight by us, any required item or component of the project is omitted from the project construction documents, our responsibility is limited to the cost over and above what it would have cost you had the component or item been designed, specified and constructed in the first place: In other words, not the cost of the item itself, but only the premium cost to add the omitted item out of normal sequence.

**CONSEQUENTIAL DAMAGES.** Notwithstanding any other provision of the Contract, you or we will not be liable to the other for any consequential damages incurred due to the fault of the other party, regardless of the nature of this fault or whether it was committed by you or us, or by your or our employees, agents, subconsultants, or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.

**CERTIFICATIONS, GUARANTEES, & WARRANTIES.** We will not be required to sign any documents, no matter who makes the request, which would result in our having to certify, guarantee, or warrant the existence of conditions, when we did not observe the existence of those conditions and cannot otherwise determine their existence. You agree not to make the resolution of any dispute with us, or the payment of any amount due to us, in any way contingent upon our signing any such certification. In addition, we will not be required to execute any documents subsequent to the signing of this Contract that in any way might, in our sole judgment, increase our contractual or legal obligations or risks, or the availability or cost of our professional or general liability insurance.

**CONTINGENCY.** You and we agree that although our mutual goal may be the creation of a "perfect" set of project plans and documents, it is improbable that "perfection" can ever be attained. Because of the possibility for omissions, ambiguities or inconsistencies in the drawings and specifications, bidders might interpret the plans and specifications differently than we intended. In addition, influences beyond our control, such as increases in material prices, bidder workload, and labor costs, could all possibly impact bid prices. Therefore, project costs could be higher than you or we initially anticipate and deviate from any pre-bid estimate of those costs prepared by us. You and / or the owner therefore agree to set aside a reserve in the amount of 10 percent of the project construction costs as a contingency, to be used, if necessary, to pay for any increased costs. You and the Owner further agree to make no claim by way of direct or third-party action against us or our subconsultants with respect to such increased costs.

**NON-SOLICITATION OF EMPLOYEES.** During the term of this agreement and for a period of two (2) years afterwards, you agree that you will not solicit to hire nor hire any of our employees, whether or not you became aware of them through the performance of this Agreement. Furthermore, you agree for the same time period not to participate or facilitate in any way in the attempt of any other company to solicit to hire or hire any of our employees.

**ATTACHMENT I - GENERAL TERMS AND CONDITIONS (CONTINUED)**

**DISPUTE RESOLUTION.** Should any disagreement or conflict arise between you and us in relation to this Contract during or following the completion of the project, we both agree to work diligently to try to amicably resolve our differences. We both agree to first do so through informal discussion and agreement. Should those discussions not resolve the matter, you and we agree to attempt resolution through nonbinding mediation, in accordance with the Construction Industry Mediation Rules of the American Arbitration Association, effective as of the date of this Agreement. Mediation is to commence within thirty (30) days from the date of receipt of any written claim, dispute or other matter in question, and both of us will mutually select the certified mediator or certified mediation service. You and we further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants to include a similar mediation provision in all agreements with subcontractors, subconsultants, suppliers, or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to all agreements.

However, nothing in this Section prohibits us from proceeding with any legal action necessary to enforce the payment provisions of this Contract, should you fail to pay for services rendered by us. In such cases, we are not required to first utilize mediation in the pursuit of collections and may in fact initiate legal action in an attempt to secure payment.

**STATUTES OF REPOSE.** Any legal action by either you or us against the other arising out of or in any way connected with the services to be performed under this Contract, is barred after any statute of limitation set by state law, or after five (5) years have passed from the date the project or project phase is substantially completed, whichever is shorter, and under no circumstances will any such claim be initiated by either you or us beyond those dates. In the event this Contract is terminated early, the date of Contract termination will be used in place of a substantial completion date.

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

**FAILURE TO PAY FOR SERVICES PROVIDED.** Failure to make payment to us in accordance with the terms herein is a material breach of this Contract. If payment for services we provide to you is not received by us within thirty (30) calendar days of the invoice date, you agree that while we are not obligated to do so, we have the right to charge interest at a rate of up to one and one-half (1½) percent (or the maximum allowable by law, whichever is lower) on the PAST DUE amount each month it remains past due. Any payments you then make will first be applied to the accrued interest and then to the unpaid principal. In addition we may take additional actions, which may include:

- **SUSPENSION OF SERVICES.** We may suspend performance of services by giving you five (5) calendar days' notice. If we do so, we have no liability whatsoever to you for any costs or damages as a result of such suspension caused by any breach of this Contract.
- **TERMINATION OF SERVICES.** We may terminate this Contract. Payment remains due for services provided regardless of termination of this Contract by either of us.
- **MECHANICS LIEN.** We may file a lien against your property to protect our financial interests under this Contract.
- **LEGAL ACTION.** We may file suit against you to enforce the payment provisions of this Contract.

In the event that we find it necessary or prudent to file a lien or take legal action in order to enforce the payment provisions of this contract, you agree to compensate us for our cost of doing so. Among other things, those costs include our time, at current billing rates, and the expenses we incur in our collection efforts. They also include reasonable attorney's fees, court costs and related expenses incurred by us. You agree that in addition to any judgment or settlement sums due, you will pay these fees, costs and expenses to us.

**GENERAL INDEMNIFICATIONS.** We agree, to the fullest extent permitted by law, to indemnify and hold you (as well as your officers, directors and employees and their heirs and assigns) harmless from and against liability for all claims, losses, damages and expenses, including reasonable attorneys' fees, to the extent such claims, losses, damages, or expenses are caused by our negligent acts, errors or omissions under this Contract, or those of anyone for whom we are legally liable.

You agree, to the fullest extent permitted by law, to indemnify, defend and hold us (as well as our officers, directors, employees and their heirs and assigns, and any individuals and entities we retain for performance of the services under this Contract, including but not limited to our subconsultants and their officers, directors, employees, heirs and assigns) harmless from and against liability for all claims, losses, damages and expenses, including reasonable attorneys' fees, to the extent such claims, losses, damages, or expenses are caused by your negligent acts, errors or omissions in connection with the Project, or those of your contractors, subcontractors or other consultants, or anyone for whom you are legally liable.

You are not obligated to indemnify us in any manner whatsoever for our own negligence. We are not obligated to indemnify you in any manner whatsoever for your own negligence. In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of both of us, they shall be borne by each party in proportion to each party's negligence.

**LIMITATION OF LIABILITY.** The potential risks of the project, in recognition of the relative benefits to both you and us, have been allocated in such a manner that you agree, to the fullest extent permitted by law, to limit our liability, and the liability of our subconsultants, to you, and to all construction contractors and subcontractors on the project, for any and all claims, losses, costs, and damages of any nature whatsoever, or claims or expenses from any cause or causes. As such, unless a higher limit is requested by you and agreed to by us, the total aggregate liability for us and our subconsultants to all those named, defaults to, and shall not exceed, \$25,000. This limitation applies regardless of cause of action or legal theory, pled or asserted. You also agree that you will not seek damages in excess of the contractually agreed limitations indirectly through suits with other parties who may join us as a third party defendant.

Limitations on liability and indemnities in this Contract are business understandings between you and us and shall apply to all the different theories of recovery, including breach of contract or warranty, tort (including negligence), strict or statutory liability, or any other cause of action. However, these limitations on liability and indemnities will not apply to any losses or damages that have been found by a trier of fact to have been caused by our sole or gross negligence or our willful misconduct.

**ENTIRE AGREEMENT.** This Contract contains the entire agreement between you and us and supersedes any prior understanding or agreements, whether verbal or in writing, in relation to this project and the specific Scope of Services outlined in this Contract.



---

**ATTACHMENT II – SCHEDULE OF INSURANCE**

The following reflects TWM Inc.'s Insurance Coverage and Limits in effect as of April 1, 2013.

**General Liability Insurance - The Hartford Insurance Company**

- **Commercial General Liability Insurance** - on a broad-form occurrence basis with limits of \$1,000,000 per each occurrence and \$2,000,000 in the general aggregate.
- **Contractual Liability**
- **Cross Liability**

**Automobile Liability Insurance - The Hartford Insurance Company**

- **Automobile Liability Insurance** - personal injury and property damage with combined single limits (each accident) of \$1,000,000.

**Excess / Umbrella Liability - The Hartford Insurance Company**

- **Excess / Umbrella Liability** – on a broad-form occurrence basis with limits of \$5,000,000 per occurrence and in the aggregate.

**Worker's Compensation Insurance - The Hartford Insurance Company / USL & H – All States**

- **Worker's Compensation Insurance** – as required by statute, including Employers' Liability, with limits of:
  - \$1,000,000 each accident
  - \$1,000,000 disease – each employee
  - \$1,000,000 disease – policy limit

**Professional Liability Practice Policy – Atlantic Specialty Insurance Company (OneBeacon)**

- **Professional Liability Practice Policy** – with limits of \$1,000,000 per claim and \$2,000,000 in the annual aggregate.



ATTACHMENT III – SCHEDULE OF FEES

Principal	\$148.00
Project Engineer V	\$140.00
Project Engineer IV	\$132.00
Project Engineer III	\$109.00
Project Engineer II	\$103.00
Project Engineer	\$95.00
Project Manager	\$126.00
Project Manager	\$114.00
Project Manager II	\$103.00
Project Manager	\$84.00
Data Systems	\$85.00
Senior Planner	\$114.00
Structural Engineer V	\$143.00
Structural Engineer IV	\$132.00
Structural Engineer III	\$110.00
Structural Engineer II	\$107.00
Structural Engineer	\$104.00
Survey Crew (3 man crew)	\$204.00
Survey Crew (2 man crew)	\$157.00
Survey Crew (2 man crew /Robotics or GPS)	\$172.00
Survey Crew (1 man w/Robotics or GPS)	\$123.00
Engineer	\$84.00
Engineer	\$81.00
Engineer	\$76.00
Surveyor IV	\$114.00
Surveyor III	\$103.00
Surveyor	\$91.00
Surveyor I	\$78.00
Management Construction Engineering Services	\$103.00
Construction Observation (Non-Professional Engineer)	\$85.00
Technician V	\$78.00
Technician IV	\$72.00
Technician III	\$65.00
Technician II	\$62.00
Technician I	\$56.00
Senior Electrical Designer	\$102.00
Senior Transportation Designer	\$102.00
Cad Manager	\$85.00
Cad Designer III	\$78.00
Cad Designer II	\$70.00
Cad Designer I	\$62.00
Accountant II	\$88.00
Accountant I	\$64.00
Word Processing	\$57.00
Air & Vacuum Testing 2 Technicians w/ Equipment	\$170.00
Live Sewer Testing	\$219.00
Mandrel Testing 2 Technicians w/ Equipment	\$157.00
Live Sewer Testing	\$206.00
Video Testing 1 Technician w/ Equipment	\$183.00
2 Technicians w/Equipment	\$246.00
Outside Services (Consultants, Delivery Service, Express Mail, etc.)	At Cost plus 15%
Commercial Travel, Meals, Lodging & Other Expenses	At Cost
4 X 4 Polaris (per Day)	\$60.00
Travel (Non local) per Mile at current GSA rate	

## DEVELOPMENT AGREEMENT

This agreement made this 21<sup>st</sup> day of October, 2013 by and between the City of Belleville, Illinois (the "City") and St. Paul's Home ("St. Paul's Home"):

### WITNESSETH:

WHEREAS, St. Paul's Home intends on investing a minimum of \$29,500,000.00 to complete the construction of a new nursing home facility located at 1021 West 'E' 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 St. Paul's Home would provide jobs at said location.

### Responsibilities of the City of Belleville

1. Provide up to \$250,000.00 in TIF funds after completion of demolition and documentation of costs incurred has been received and approved by the City of Belleville.

### Responsibilities of St. Paul's Home

- A. Invest no less than \$29,500,000.00 at 1021 West 'E' Street limited to the construction of a nursing home no later than June 30, 2016, and;
- B. Retain 54 full time jobs and 16 part time jobs, and;
- C. Create five (5) additional full time jobs within the first year of operation, and;
- D. St. Paul's Home and any heirs and/or successors shall remain and operate at the site for no less than five (5) years, and;
- E. Compliance with all existing and applicable Federal, State, County and Local laws and ordinances.

### Penalties

In the event that St. Paul's Home fails to meet its obligations under Sections (A), (B), (C), (D) or (E) of the section entitled "Responsibilities of St. Paul's Home " of the Development Agreement, all public funds provided under (1) of the section entitled "Responsibilities of the City of Belleville" received to date as per the Development Agreement from the City of Belleville shall be repaid to the City of Belleville and all remaining amounts to be provided if any, shall be terminated.

### Miscellaneous

1. Entire Agreement. This Agreement and any written amendments hereto shall constitute the entire agreement between the parties. Neither party shall be bound by any terms, conditions, statements or representations, 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 private investment, jobs created, etc. as outlined in the section titled "Responsibilities of St. Paul's Home".

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

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

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

St. Paul's Home  
1021 West 'E' Street  
Belleville, IL 62220

By: \_\_\_\_\_  
Susan Franklin, Operations Director

## DEVELOPMENT AGREEMENT

This agreement made this 21<sup>st</sup> day of October, 2013 by and between the City of Belleville, Illinois (the "City") and Cottages Limited Partnership ("Cottages Limited Partnership"):

### WITNESSETH:

WHEREAS, Cottages Limited Partnership intends on investing a minimum of \$8,214,300.00 to complete the construction of a new senior living community, known as "The Cottages at Cathedral Square", located at 100 West Harrison 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 Cottages Limited Partnership would provide jobs at said location.

### Responsibilities of the City of Belleville

1. Certification of project's location in Belleville Enterprise Zone for the Abatement of Sales Tax on Building Materials used exclusively for the development of a senior living community (Savings estimated at \$81,000.00) located at 100 West Harrison Street.
2. Provide up to \$175,000.00 in TIF funds after completion of demolition and documentation of costs incurred has been received and approved by the City of Belleville.

### Responsibilities of Cottages Limited Partnership

- A. Invest no less than \$8,214,300.00 at 100 West Harrison Street limited to the construction of a senior living campus no later than June 30, 2015, and;
- B. The Cottages at Cathedral Square and any heirs and/or successors shall remain and operate at the site for no less than five (5) years, and;
- C. Compliance with all existing and applicable Federal, State, County and Local laws and ordinances.

### Penalties

In the event that Cottages Limited Partnership fails to meet its obligations under Sections (A), (B) or (C) of the section entitled "Responsibilities of Cottages Limited Partnership" of the Development Agreement, all public funds provided under (1) and (2) of the section entitled "Responsibilities of the City of Belleville" received to date as per the Development Agreement from the City of Belleville shall be repaid to the City of Belleville and all remaining amounts to be provided if any, shall be terminated.

### Miscellaneous

1. Entire Agreement. This Agreement and any written amendments hereto shall constitute the entire agreement between the parties. Neither party shall be bound by any terms, conditions, statements or representations, 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 private investment, jobs created, etc. as outlined in the section titled "Responsibilities of Cottages Limited Partnership".

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

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

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

Cottages Limited Partnership  
c/o S. Illinois Healthcare Foundation  
2041 Goose Lake Road  
Sauget, IL 62206

By: \_\_\_\_\_  
Larry McCulley, President & CEO

# Memorandum

**DATE:** OCTOBER 15, 2013

**TO:** Dallas Cook, City Clerk

**FROM:** Jamie Maitret, Director of Finance

**RE:** Agenda

\*\*\*\*\*

**Chairman Silsby on behalf of the Finance Committee is prepared to make the following motions at the City Council meeting on October 21, 2013.**

- **Motion to approve the low bid of \$17,245 from MTI Distributing for the Diamond Maintenance/Bunker Rake.**
- **Motion to approve the low bid of \$10,522.35 from Winning Streak for the Gingerbread 5K t-shirts.**
- **Motion to approve the FY 2013 Audit.**
- **Motion to approve C.J. Schlosser & Co to perform the FY 13-14 financial audit.**
- **Motion to approve the Library contract amendment with EWR in the amount of \$6,500.**
- **Motion to approve hiring one replacement police officer due to retirement and hire one new police officer for Crime Free Housing.**



CITY OF BELLEVILLE

BID OPENING DATA SHEET

SUBJECT: Diamond Maintenance / Bunker Rake

DATE: 9-4-13

TIME: 10:00 AM

PLACE: Conf Room

WITNESSES:

Dale B. Cook  
CITY CLERK'S OFFICE

J. Mueller  
PURCHASING OFFICE

J.R. Poole  
DEPARTMENT HEAD'S OFFICE

OTHER \_\_\_\_\_

VENDORS PRESENT:

Tom Brown  
NAME

MTI Distributing  
COMPANY

NAME

COMPANY

NAME

COMPANY

NAME

COMPANY

NAME

COMPANY

NAME

COMPANY

BID OPENING NOTES:

MTI Distiluting	TRADE-IN 19,495.00	TOTAL 17,245.00
Erb Equipment	TRADE-IN 2,250.00	
	16,217.00	11,717.00
	TRADE-IN 4,500.00	

**City of Belleville**  
**Diamond Maintenance/Bunker Rake**  
**RFP No. 2013-08**

**1. Notice to Bidders**

Bids will be accepted by the City of Belleville for the purchase of one (1) Diamond Maintenance/Bunker Rake. Specifications and terms of delivery and payment are available from the Finance Department, 101 S. Illinois St., Belleville, IL. For specific questions, please contact Jason R. Poole, Belleville Parks and Recreation Department, 618-233-1416 Ext. 290.

Sealed bids must be submitted in triplicate and marked "Diamond Maintenance/Bunker Rake, RFP No. 2013-08" to the City Clerk's Office, 101 S. Illinois St., Belleville, IL, 62220 on or before **10:00 AM, Wednesday, September 4, 2013**, to be opened in the City Clerk's Office at this time. Bids shall be awarded at a later date by the Belleville City Council.

The Belleville City Council reserves the right to waive any informalities and further reserves the right to reject any and all bids or to waive any technicalities.

## 2. Specifications

### *Diamond Maintenance/Bunker Rake*

#### Important:

The Parks and Recreation Department is interested in safety, durability, and availability of maintenance items in our choice of a Diamond Maintenance/Bunker Rake. See attachment for exact specifications.

## **Diamond Maintenance/Bunker Rake**

### Main Frame

1. Tricycle vehicle with welded rectangular tubular steel frame construction
2. Rear engine placement

### Engine

1. Vanguard, V-twin cylinder, 4-cycle, OHV, air-cooled, gas engine with cast iron sleeves
2. 18 HP at 3600 RPM. Displacement 570 cc
3. Electronic ignition, full pressure lubrication, oil filter
4. Remote mounted 3-phase air cleaner

### Drive System

1. Direct driven hydrostatic variable displacement piston pump to 3 hydraulic motors for 3WD.
2. Large, front mounted hydraulic cooler and fan
3. Foot pedal control, forward/reverse

### Brakes

1. Dynamic braking through hydrostatic transmission
2. Hand actuated parking brake

### Steering

1. Hydraulic power steering

### Controls

1. Hand operated choke, throttle, and hydraulic control for raising/lowering with float control.

### Electrical

1. 12 volt battery, 15 amp, 300 CCA, 12 volt electric starter

### Hydraulics

1. 5.0 gallon capacity with 10 micron replaceable cartridge

### Warranty

1. Two year limited warranty
2. Two year engine warranty

### Mid-Mount Attachments

1. Mid-Mount assembly
2. Carbine Tine Toolbar with 15 Carbide tines
3. Leveling Blade with foot operated latch to operate independently from the mid mount toolbar and selectable depth settings

Specifications continued on next page.

## 2. Specifications (continued)

### Rear Attachments

1. Rahn Groomer featuring 2-way leveling system providing both a lock and float position
2. Heavy duty Scarifier with replaceable hard surfaced steel teeth
3. Spring Tine Scarifier with 4 ½" replaceable spring tines in two rows

400 Hour Filter Maintenance Kit and Parts Manual

### Possible Trade-In:

One Bunker Rake/Ballfield Groomer offered for Trade

2003 John Deere 1200 A

Serial # TC1200A135605

1196 hours

Everything functional and in decent condition

It may be viewed by appointment only at the Parks Maintenance Facility, 801 Royal Heights Road, Belleville, IL. Please contact Dan Schwaegel at (618)779-2401.

### 3. BIDDER'S FORM

**One (1) Diamond Maintenance/Bunker Rake  
RFP No. 2013-08**

*3.1 BID PRICE SCHEDULE*

- |   |          |
|---|----------|
| A. Cost for one (1) Diamond Maintenance/Bunker Rake | \$ _____ |
| B. Cost of Delivery (if applicable):                | \$ _____ |
| C. Trade Value                                      | \$ _____ |
| D. Total Cost (A. plus B. - C. = D.)                | \$ _____ |

---

Company Name

---

Address

*3.2 Proposal Requirements.* Bidder shall submit with proposal, illustrative product brochures and technical data on bid item proposed.

*3.3 Delivery Requirements.* Delivery shall be made within 30 days after bid award to the Department bidding the item.

*3.4 Payment Terms.* Bidder offers a prompt payment of invoice on final acceptance of the item bid. The City of Belleville is a municipality and is exempt from Illinois Sales Tax: E9993-6208-06.

*3.5 Award.* Award will be made on an "all or none" basis for the item.

*3.6 Award Qualifications.* Award will be made to the bidder who is an authorized Dealer for item bid.

*3.7 Trade-In.* Please note that the City of Belleville may choose to forego trading in our piece of equipment before final approval of new vendor is made. If the City should decide to not accept the trade value for the older piece of equipment, the City shall pay the cost of the new piece of equipment and any delivery charges as bid above in Section 3.1 for the new equipment from the winning bidder, but shall retain our current piece of equipment.



BELLEVILLE PARKS AND RECREATION DEPARTMENT  
510 W. MAIN STREET  
BELLEVILLE, IL 62220-1509  
PHONE: 618-233-1416 FAX: 233-1449

**2013 5K GINGERBREAD RUN/WALK – LONG SLEEVE T - SHIRTS - INFORMAL BID**

The following specifications are general in nature and represent minimum requirements.

Any Long Sleeve T-shirt of equal or greater quality and performance will be considered on its merits and price.

**This Informal Bid is to be received** at the Parks and Recreation Department by faxing to 233-1449, by e-mail to [mhenke@belleville.net](mailto:mhenke@belleville.net) or by mailing the bid to 510 W. Main Street, Belleville, IL 62220. The informal bid **MUST** be received by 4:30 p.m., **Friday, October 4, 2013.**

**DESCRIPTION BID #1 Gingerbread 5K Run**

Long Sleeve T-shirt – Preshrunk 100 % Ultra Cotton

Colors – Gildan – Carolina Blue or similar in other brand

Lettering - Silk-screened – \* **Please bid back of shirt both ways**

\*Back of Shirt Bid #1: (Black Ink) – Sponsors names with logos submitted in .jpg format.

\*Back of Shirt Bid #2: (Multi Color) – Sponsors names with logos with logos submitted in .jpg format.

Front of Shirt (Multi Color) – Gingerbread 5K Run decorative artwork (see enclosed Graphic)

Any graphic alterations needed from .jpg to vector etc., would be done by bidder. All sponsors have been instructed to send .jpg format.

Approximate Sizes: Youth Medium through Youth X-Large Long Sleeve T-Shirts - 175  
Adult Small through 3XL Long Sleeve T-Shirts - 1375  
**Bid Total – 1550 Approximately**

***\*Due to the nature of the event, there could be a need for additional shirts. Please include in your bid: The minimum quantity requirement, if any, and reorder pricing, if different, and the amount of notice required.***

The **DELIVERY DATE** and warranty shall be stated. The Belleville Parks and Recreation Department needs delivery **ON/BEFORE NOVEMBER 8, 2013** to 510 W. Main Street, Belleville, IL.

The final bid shall include **DELIVERY COST** to the Parks and Recreation Dept., Belleville, Illinois.

The Belleville Parks and Recreation Department is a Tax Exempt Municipal Agency.  
Our tax number is E9993-6208-06.

The Belleville Parks and Recreation Department reserve the right to reject any or all proposals and to waive technicalities.

For additional information, please contact Michelle Henke between 8:00 a.m. to 4:30 p.m., Monday through Friday at (618) 233-1416.

Michelle Henke

Office Manager  
Parks & Recreation Dept.

**BELLEVILLE PARKS & RECREATION  
T- SHIRT BID LIST**

ALTERNATIVE T'S  
5300 NORTH BELT WEST  
BELLEVILLE, IL 62226

WINNING STREAK  
2346 MASCOUTAH AVENUE  
BELLEVILLE, IL 62220

BELLEVILLE BOWLING  
127 WEST MAIN STREET  
BELLEVILLE, IL 62220

MR. DOYLE BRADY  
C/O BEL-AIR BOWL  
200 SOUTH BELT WEST  
BELLEVILLE, IL 62220

ARTWEAR  
1916 LEBANON AVENUE  
BELLEVILLE, IL 62221

RISING STAR  
202 WEST MAIN STREET  
BELLEVILLE, IL 62220

CURT SMITH'S SPORTING GOODS  
213 EAST MAIN STREET  
BELLEVILLE, IL 62220

BEATNIK'S  
115 EAST MAIN STREET  
BELLEVILLE, IL 62220

BELLEVILLE PARKS AND RECREATION DEPARTMENT  
 510 WEST MAIN STREET  
 BELLEVILLE, ILLINOIS 62220  
 233-1416

BID TABULATION

ITEM: Gingerbread 5K Run T-Shirts

DATE: 10-04-13

BIDDER	DESCRIPTION	UNIT COST	TOTAL COST
Winning Streak 2346 Mascoutah Avenue Belleville IL 62220	1550 T-Shirts Long Sleeve Gildan Ultra Cotton Sizes YM-A3XL 3 Color Front/ 1 Color Back	6.30 per shirt 7.95 (2XL & 3XL)	\$10,522.35
Artwear 1916 Lebanon Avenue Belleville IL 62221	1550 T-Shirts Long Sleeve Gildan Ultra Cotton Sizes YM-A3XL 3 Color Front/ 1 Color Back	6.30 per shirt 8.20 (2XL & 3XL)	\$10,637.10
Winning Streak 2346 Mascoutah Avenue Belleville IL 62220	1550 T-Shirts Long Sleeve Gildan Ultra Cotton Sizes YM-A3XL 3 Color Front/ 3 Color Back	6.60 per shirt 8.60 (2XL & 3XL)	\$11,148.00
Artwear 1916 Lebanon Avenue Belleville IL 62221	1550 T-Shirts Long Sleeve Gildan Ultra Cotton Sizes YM-A3XL 3 Color Front/ 3 Color Back	7.15 per shirt 8.95 (2XL & 3XL)	\$11,908.70





**CONTRACT AMENDMENT NUMBER 1**  
**MASTER STANDARD FORM OF AGREEMENT BETWEEN ARCHITECT & OWNER**

**Architect:**  
 EWR Associates, Inc.  
 391 Frank Scott Parkway East  
 Fairview Heights, IL 62208

**Owner:**  
 City of Belleville Illinois  
 101 South Illinois Street  
 Belleville, IL 62220

**General Services Included:**

<input checked="" type="checkbox"/>	Cost Estimating
<input type="checkbox"/>	Outline Specifications
<input checked="" type="checkbox"/>	Complete Specifications
<input type="checkbox"/>	Manual Drafting
<input checked="" type="checkbox"/>	CADD Drafting Required

**Project Name:** Belleville Public Library 2011 Improvements

**Project No.:** 212153

**Location:**  
121 East Washington Street  
Belleville, IL 62220

**Date:** August 9, 2013

**General:**  
 The following amends the existing agreement to provide design services for the above referenced project.

The project, scope, compensation basis and/or other conditions are hereby modified and shall be included as a part of the previously executed Agreement between the Architect and Owner dated 9-17-12.

- |                                     |                                |
|-------------------------------------|--------------------------------|
| <input type="checkbox"/>            | AIA B105                       |
| <input checked="" type="checkbox"/> | AIA B101                       |
| <input type="checkbox"/>            | AIA B143                       |
| <input type="checkbox"/>            | EWR Abbreviated Agreement Form |
| <input type="checkbox"/>            | Other: _____                   |

**Disciplines Included:**

<input type="checkbox"/>	Civil Engineering
<input checked="" type="checkbox"/>	Architectural
<input type="checkbox"/>	Structural Engineering
<input checked="" type="checkbox"/>	Mechanical Engineering
<input checked="" type="checkbox"/>	Electrical Engineering
<input type="checkbox"/>	Food Service Planning
<input type="checkbox"/>	Interior Design
<input type="checkbox"/>	Surveying
<input type="checkbox"/>	HVAC Design
<input type="checkbox"/>	Plumbing Design
<input type="checkbox"/>	Fire Protection

Invoices shall be submitted monthly based on work completed.

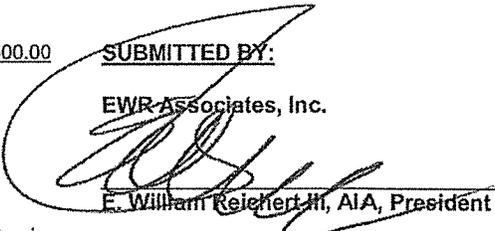
If you are in agreement, please sign and return one copy for our file.

**Limits of Liability:**  
 The Owner agrees to limit the Design Professional's liability to the Owner and to all construction Contractors and sub-Contractors on the project, due to the Design Professional's negligent acts, errors, or omissions, such that the total aggregate liability of the Design Professional to all those named shall not exceed (\$1,000,000) or the Design Professional's total fee for services rendered on this project, whichever is greater.

**Description of Amendment:**  
Add basement remodel at Main Library.

**Compensation Modification:**

<input checked="" type="checkbox"/>	Additional Lump Sum Fee \$ 6,500.00
	<b>Total Fee = \$ 72,000.00</b>

**SUBMITTED BY:**  
 EWR Associates, Inc.  
  
 E. William Reichert III, AIA, President

**Scope of Services as Modified:**  
 The work shall consist of: As outlined on the attached document.

**Reimbursable Costs:**  
 Per Master Agreement and Scope of Services attached.

**Pre-Design Services Included:**

<input type="checkbox"/>	Soil Testing
<input type="checkbox"/>	Boundary/Survey
<input type="checkbox"/>	Topographic Survey
<input type="checkbox"/>	Site Master Planning
<input type="checkbox"/>	Feasibility Analysis

**Billing Rates:**  
 Billing rates for construction administration services and other agreed upon additional services will be at the following rates:

**ACCEPTED BY:**

\_\_\_\_\_  
**Signature**  
 Mark W. Eckert  
 Name  
 Mayor, City of Belleville  
 Title  
 \_\_\_\_\_  
 Date

**Design Services Included:**

<input type="checkbox"/>	Programming
<input checked="" type="checkbox"/>	Schematic Design
<input checked="" type="checkbox"/>	Architectural Design Development
<input checked="" type="checkbox"/>	Construction Documents
<input checked="" type="checkbox"/>	Bidding Services
<input checked="" type="checkbox"/>	Construction Services
<input checked="" type="checkbox"/>	Shop Drawings
<input checked="" type="checkbox"/>	Periodic Observation
<input checked="" type="checkbox"/>	Pay Request Review
<input checked="" type="checkbox"/>	Final Punch List
<input checked="" type="checkbox"/>	Change Order Preparation
<input type="checkbox"/>	As-Built Drawing
<input type="checkbox"/>	Grant Preparation
<input type="checkbox"/>	Interior Design
<input type="checkbox"/>	Consulting
<input type="checkbox"/>	Rendering(s)

Principal	\$ 185.00
Sr. Architect	124.00
Project Manager	94.00
Project Architect	94.00
Project Architect	88.00
Staff Architect I	85.00
Architectural Grad. II	72.00
Architectural Grad. I	65.00
Technician I	65.00
Jr. Technician	60.00
Sr. Technician	76.00
Sr. Designer	88.00
Designer	65.00
Secretary	55.25
Administrative	86.00



**OPINION OF PROBABLE COSTS**

BELLEVILLE PUBLIC LIBRARY INTENDS TO			
RENOVATION TO THE MAIN BRANCH LIBRARY			
LOCATED IN DOWNTOWN BELLEVILLE AT 121 E. WASHINGTON			
REPORT INCLUDES ADDITIONAL SCOPE OF WORK ADDED WITH 2013 GRANT MONEY			
THIS ESTIMATE INCLUDES UPDATED NUMBERS FOR 2013 BIDDING			
Yellow high lighted items identify alternate bids			
General Work	BELLEVILLE PUBLIC LIBRARY	PROJECT NO.: 212153	
	2013 RENOVATION	CHECKED BY: EWR	
	MADE BY: S. DOWNEN	SHEET NO. 1 OF 1	
	DATE: June 23rd, 2013		
PROPOSED DESCRIPTION OF WORK	AMOUNT	\$ SUBTOTALS	
FIRST AND SECOND FLOOR PROVIDE NEW CARPET TILE (61,200) INCLUDES CITY LABOR TO MOVE BOOKS AND SHELVES (10,000)		76,200	
FIRST AND SECOND FLOOR PAINT ALL EXISTING WALLS		30,000	
<b>SERVICE DESKS</b>			
FIRST FLOOR CHILDREN'S SERVICE DESK			
FIRST FLOOR CIRCULATION DESK			
SECOND FLOOR GENEALOGY SERVICE DESK			
SECOND FLOOR SERVICE DESK			
ADD WORK ROOM BEHIND FIRST FLOOR MAIN CIRC DESK			
<b>NEW SERVICE DESKS SUBTOTAL</b>		80,000	
<b>NEW PUBLIC ACCESS COMPUTERS 2ND FLOOR-HALF WALL</b>		5,000	
<b>SIGNAGE</b>			
ENTRANCE DOOR SIGNAGE ON GLASS (HOURS)	500		
SIXTY STACK IDENT. SIGNS	5500		
TEN RESTROOM / ELEVATOR / STAIRS SIGNS	1100		
<b>SIGNAGE SUBTOTAL</b>		7,100	
<b>REMODEL 2ND FLOOR MICRO FILM ROOM INTO MEETING RM.</b> ADDED STAINED GLASS SET INTO EXIST. WALL		20,000	
<b>ADD BOOK SECURITY GATES AT WEST ENTRANCE</b>		12,000	
<b>ADD NEW ROOF (60 mil TPO) with 6" OF INSULATION</b>		82,500	
<b>ADD COMPLETE MASONRY RESTORATION</b> INCLUDES LIMESTONE, BRICK AND TERRACOTTA		217,500	
<b>ADD ELECTRICAL WORK AT MAIN LIBRARY</b>		55,000	
<b>ADD BASEMENT REMODEL: WALLS, CARPET &amp; PAINT</b>		35,000	
<b>ADD NEW ADA COMPLIANT NIGHT DEPOSIT BOX -BOOK - CDs</b>		15,000	15,000
<b>ADD NEW INT. ENTRANCE DOORS (EAST) WITH AUTOMATIC OPENER</b>		10,000	10,000
<b>SECOND FLOOR BOOK SHELVES ENCLOSED FOR DISPLAY</b>		15,000	15,000
			40,000
<b>SUBTOTAL FOR THIS PAGE</b>		660,300	620,300
<b>ADD 15 % CONTRACTOR MARK UP</b>		99,045	93045
<b>SUBTOTAL WITH GENERAL CONTRACTOR O&amp;P</b>		759,345	713,345
<b>ADD 10% CONTINGENCY</b>		75,935	71,335
<b>SUBTOTAL WITH CONTINGENCY</b>		835,280	784,680
<b>A/E FEES</b>		65,500	65,500
<b>ADD REIMBURSABLE EXPENSE FOR PRINTING</b>		3,000	3,000
<b>TOTAL PROJECT COST BASED ON 2013 SCOPE OF WORK</b>		903,780	853,180

Subtotal of Alternates

Total w/out Alternates



October, 1, 2013

Dallas Cook, City Clerk  
101 South Illinois Street  
Belleville, IL 62220-2199

Dear Mr. Cook and City Council Members:

St. Clair County Historical Society request permission to host its Twentieth Annual Candlelight House Tour on Sunday December 8, 2013. It will be held from approximately 2:00 P.M. to 6:00 P.M. The tour will include homes in the Signal Hill area as well as the surrounding area.

Thank you in advance for this consideration.

Sincerely,

A handwritten signature in cursive script that reads "Daphne Sumner".

Daphne Sumner  
Steering Committee Member



# BARBARA STAPLES KING

October 11, 2013

Dallas Cook  
City of Belleville  
Clerk  
Belleville, Illinois 62220

Mr. Clerk,

The Juanita Place Neighborhood Association is requesting street barriers for our Fall gathering. Details are as follows:

Date: Sunday, October 27<sup>th</sup>, 2013  
Time: 4:00 p.m. – 7:00 p.m.  
Drop off/Pick up Location: 28 Juanita Place

Any questions/concerns please contact me at: 618.397.0552.

Thank you,

Barbara Staples King



ORDINANCE NO. 7721

A ZONING ORDINANCE IN RE CASE #46Sept13

Victoria Beaver

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

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

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

**Whereas**, an application has been filed requesting a Use Variance in order to operate a 'records only' rescue and occasionally, on a temporary emergency basis, allow up to two rescue animals as well as four personal dogs to be kept at 639 Royal Heights Rd. located in a B-1 Multi Family Zoning District. (Applicable portions of zoning code: 60-6-24 and 60-7-8).

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

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

**Section 1.** That the application requesting a Use Variance in order to operate a 'records only' rescue and occasionally, on a temporary emergency basis, allow up to two rescue animals as well as my four personal dogs to be kept at 639 Royal Heights Rd. located in a B-1 Multi Family Zoning District is hereby granted with the following stipulations: (Applicable portion of zoning code: 60-6-24 and 60-7-8)

1. As soon as one personal dog passes, it cannot thereafter be replaced, and the total number of personal dogs must be code compliant; and

2. No more than two (2) rescue dogs may be kept at the property at one time.

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

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

PASSED by the City Council of the City of Belleville, Illinois, on this \_\_\_\_\_ day of \_\_\_\_\_, 2013 on the following roll call vote:

	<u>AYE</u>	<u>NAY</u>
Michael Heisler	_____	_____
Ken Kinsella	_____	_____
Janet Schmidt	_____	_____
Melinda Hult	_____	_____
Kent Randle	_____	_____
Arnold "Gabby" Rujawitz	_____	_____
Johnnie Anthony	_____	_____
James J. Davidson	_____	_____
Joseph W. Hayden	_____	_____
Phillip Silsby	_____	_____
Paul Seibert	_____	_____
Bob White	_____	_____
Lillian Schneider	_____	_____
Trent Galetti	_____	_____
Joe Orlet	_____	_____
James Musgrove	_____	_____

APPROVED by the Mayor of the City of Belleville, Illinois this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
MAYOR

ATTEST:

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

ORDINANCE NO. 7712

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

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

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

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

**Section 1.** That **Section 3.115** is hereby amended by repealing said Section 3.115 in its entirety, and substituting in lieu thereof the following (with changes tracked):

**3.115 COLLECTOR.**

(A) **Created.** There is hereby created the office of Collector.

(B) **Appointment.** The Collector shall be appointed by the Mayor by and with the consent of the City Council.

(C) **Oath and Bond.** The Collector before entering upon the duties of the office, shall take the oath of office prescribed by law, and shall execute a bond to the City of Belleville with sureties as shall be approved by the City Council, conditioned for the faithful performance of the duties of the office.

(D) **Supervision.** The Collector shall be under the supervision of the City Treasurer and shall perform such duties as the Treasurer shall direct, and in addition thereto shall initiate prosecution against all parties in violation of any of the ordinances of the City of Belleville prescribing the purchase of a license for any purpose whatever.

(E) **Salary.** There shall be allowed and paid to the Collector an annual salary as provided in the appropriation ordinance which shall be paid in equal semimonthly installments.

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

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

**PASSED** by the City Council of the City of Belleville, Illinois, on this 3<sup>rd</sup> day of September, 2013 on the following roll call vote:

	<u>AYE</u>	<u>NAY</u>
Michael Heisler	_____	_____
Ken Kinsella	_____	_____
Janet Schmidt	_____	_____
Melinda Hult	_____	_____
Kent Randle	_____	_____
Arnold "Gabby" Rujawitz	_____	_____
Johnnie Anthony	_____	_____
James Davidson	_____	_____
Joseph W. Hayden	_____	_____
Phillip Silsby	_____	_____
Paul Seibert	_____	_____
Bob White	_____	_____
Lillian Schneider	_____	_____
Trent Galetti	_____	_____
Joe Orlet	_____	_____
James Musgrove	_____	_____

**APPROVED** by the Mayor of the City of Belleville, Illinois this 3<sup>rd</sup> day of September, 2013.

\_\_\_\_\_  
MAYOR

ATTEST:

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