

CITY FLAG  
DESIGNED BY  
FREDERICK LANGE  
JULY 6<sup>th</sup> 1864

**CITY COUNCIL AGENDA  
CITY OF BELLEVILLE  
DECEMBER 16, 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
8. READING OF MINUTES
  - A. REGULAR CITY COUNCIL MEETING HELD DECEMBER 2, 2013.
9. CLAIMS, PAYROLL & DISBURSEMENTS
10. REPORTS
  - A. HOUSING REPORT OF CASH RECEIPTS FOR FY 2013-2014.
  - B. TREASURER'S REPORT – CITY OF BELLEVILLE FUNDS & STATEMENT OF CASH AND INVESTMENTS FOR NOVEMBER 2013.
11. ORAL REPORTS FROM STANDING COMMITTEES, SPECIAL COMMITTEES, AND ANY OTHER ORAL REPORTS FROM THE ELECTED OFFICIALS OR STAFF
  - A. ALDERMAN HEISLER WILL MOVE ON BEHALF OF THE MASTER SEWER COMMITTEE TO APPROVE A CONTRACT BETWEEN THE CITY OF BELLEVILLE AND CRAWFORD, MURPH & TILLY, INC. TO PROVIDE ENGINEERING SERVICES FOR THE EAST CREEK WATERSHED SSO

RELIEF IMPROVEMENTS PROJECT IN AN AMOUNT NOT TO EXCEED \$80,000.

- B. ALDERMAN RUJAWITZ WILL MAKE THE FOLLOWING MOTIONS ON BEHALF OF THE PUBLIC HEALTH & HOUSING COMMITTEE:
- 1) TO APPROVE THE SCRAPPING OF TWO HOUSING VEHICLES.
  - 2) TO APPROVE THE REQUEST FROM UNION UNITED METHODIST CHURCH, 721 EAST MAIN ST, TO WAIVE THE BUILDING PERMIT FEES FOR THEIR ESTIMATED \$1 MILLION RENOVATION PROJECT.
- C. ALDERMAN SILSBY WILL MAKE THE FOLLOWING MOTIONS ON BEHALF OF THE FINANCE COMMITTEE THE FOLLOWING:
- 1) MOTION TO APPROVE A TWENTY YEAR GAS FRANCHISE AGREEMENT WITH AMEREN.
  - 2) MOTION TO APPROVE THE PURCHASE OF TRAFFIC COUNTERS FROM M.H. CORBIN, INC.
  - 3) MOTION TO APPROVE WIDE AREA NETWORK EQUIPMENT FROM TRUMPET COMMUNICATIONS FOR \$6,000.
  - 4) MOTION TO APPROVE THE 2013 TAX LEVY.
  - 5) MOTION TO CLOSE THE SALES TAX TIF FUND AFTER FINAL BILLS ARE PAID, BY DECEMBER 31, 2013.
- D. ALDERMAN KINSELLA WILL MAKE A MOTION ON BEHALF OF THE ECONOMIC DEVELOPMENT & ANNEXATION COMMITTEE, TO APPROVE THE DEVELOPMENT AGREEMENT WITH HUBBARD CONSTRUCTION, INC. FOR THE REMODELING AND FAÇADE IMPROVEMENTS AT THE EXISTING FACILITY LOCATED AT 107 WEST MAIN ST.
- E. ALDERMAN SEIBERT WILL MAKE THE FOLLOWING MOTIONS, ON BEHALF OF THE STREETS & GRADES COMMITTEE:
- 1) MOTION TO APPROVE KEEL ENGINEERING FOR STORM WATER SEPARATION IN THE AMOUNT OF \$20,606.50.
  - 2) MOTION FOR STREETLIGHT INSTALLATION AT 1620 WHITLOW AND 45 MISSOURI.
  - 3) MOTION TO APPROVE FOURNIE CONTRACTING UNDER THE CURRENT DITCHING CONTRACT TO INSTALL RIPRAP IN THE AMOUNT OF \$13,750.00 WITH THE STIPULATION THAT THE

OWNER(S) OF 1309 STATE STREET HOLDS THE CITY HARMLESS OF ANY FUTURE LIABILITY.

F. ALDERMAN ORLET WILL MAKE A MOTION ON BEHALF OF THE TRAFFIC COMMITTEE TO CREATE NO PARKING, BOTH SIDES, ON N. CHURCH STREET, STARTING AT 310' SOUTH FROM DOUGLAS AVE., AND ENDING 415' SOUTH FROM DOUGLAS AVE.

G. ALDERMAN MUSGROVE WILL MAKE THE FOLLOWING MOTIONS, ON BEHALF OF THE ORDINANCE & LEGAL REVIEW COMMITTEE:

- 1) CONSIDERATION OF ORDINANCE CONCERNING AUTOMATIC EXTENSION OF ENTERPRISE ZONE
- 2) CONSIDERATION OF ORDINANCE CONCERNING TERMINATION OF SALES TAX TIF
- 3) CONSIDERATION OF RESOLUTION AUTHORIZING INTERVENTION IN APPEALS BEFORE THE ILLINOIS PROPERTY TAX APPEAL BOARD
- 4) CONSIDERATION OF RESOLUTION AUTHORIZING GRANT OF UTILITY EASEMENT
- 5) CONSIDERATION OF RESOLUTION AUTHORIZING SALE OF SURPLUS REAL ESTATE

12. COMMUNICATIONS FROM MAYOR, CLERK, OR OTHER CITY OFFICIALS

A. COMMUNICATION FROM ROYAL FAMILY KIDS' CAMP ASKING PERMISSION TO HAVE A 5K RACE, THE ROYAL RUN, ON SATURDAY, MARCH 1, 2014 BEGINNING AT 8:00AM. IT WOULD BEGIN AND END AT THE HOUGH PARK. A COPY OF THE ROUTE IS ATTACHED.

13. PETITIONS

14. RESOLUTIONS

A. RESOLUTION NO. 3152 – A RESOLUTION AUTHORIZING THE SALE OF SURPLUS PUBLIC REAL ESTATE

B. RESOLUTION NO. 3153 – A RESOLUTION AUTHORIZING INTERVENTION IN APPEALS BEFORE THE ILLINOIS PROPERTY TAX APPEAL BOARD

C. RESOLUTION NO. 3154 – A RESOLUTION AUTHORIZING THE GRANT OF UTILITY EASEMENT

15. ORDINANCES

- A. ORDINANCE NO. 7733 – AN ORDINANCE PROVIDING FOR THE ANNUAL TAX LEVY UPON REAL ESTATE SITUATED WITHIN THE CORPORATE LIMITS OF THE CITY OF BELLEVILLE, IN THE COUNTY OF ST. CLAIR AND THE STATE OF ILLINOIS, SUBJECT TO TAXATION, FOR THE FISCAL YEAR COMMENCING ON THE 1<sup>ST</sup> DAY OF MAY, 2013 AND ENDING ON THE 30<sup>TH</sup> DAY OF APRIL, 2014.
  - B. ORDINANCE NO. 7734 – AN ORDINANCE RENEWING AN EXISTING FRANCHISE AND GRANTING FOR A PERIOD OF 20 YEARS TO AMEREN ILLINOIS, A CORPORATION, ITS SUCCESSORS AND ASSIGNS, THE FRANCHISE, RIGHT, PERMISSION AND AUTHORITY TO CONSTRUCT, RECONSTRUCT, EXCAVATE FOR, PLACE, REMOVE, EXTEND, MAINTAIN, AND OPERATE A GAS UTILITY SYSTEM IN THE CITY OF BELLEVILLE, COUNTY OF ST. CLAIR AND STATE OF ILLINOIS.
  - C. ORDINANCE NO. 7735 – AN ORDINANCE AMENDING ORDINANCE NO. 4135 TO EXTEND THE TERM OF THE BELLEVILLE ENTERPRISE ZONE
  - D. ORDINANCE NO. 7736 – AN ORDINANCE NO. 4678 TO TERMINATE STATE SALES TAX BOUNDARY TIF
16. UNFINISHED BUSINESS
- A. ZONING BOARD OF APPEALS ADVISORY REPORT CASE 58-NOV13 – EHSSAN (SAMMY) HAMDAN – REQUESTING A USE VARIANCE IN ORDER TO OPERATE A CONVENIENT STORE AT 528 N. DOUGLAS AVE. LOCATED IN AN A-1 SINGLE FAMILY ZONING DISTRICT.
17. MISCELLANEOUS & NEW BUSINESS
- A. MOTOR FUEL CLAIMS IN THE AMOUNT OF \$3,132.74.
  - B. THE CITY COUNCIL MAY GO INTO EXECUTIVE SESSION TO DISCUSS PERSONNEL, 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  
DECEMBER 2, 2013 – 7:00 PM**

**UNAPPROVED**

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: Police Chief Bill Clay, City Attorney Garrett Hoerner, Ken Vaughn, Jamie Maitret, Jim Schneider Leander Spearman, Emily Fultz, Chuck Schaeffer and Bob Sabo.

Chief Lanxon, Royce Carlisle, Tim Gregowicz and Debbie Belleville were excused. Deputy Chief Tom Pour was in attendance for Chief Lanxon.

**PLEDGE**

Mayor Eckert asked Boy Scout Troop 1 to lead the Pledge of Allegiance to the Flag.

**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 to three minutes per person.

Michael Hagberg of 701 Centreville Ave. once again wanted to remind the City we are paying \$42,000 for the website and it won't do the citizens any good if data is not posted to it. Went through the holidays and no agendas were posted until mid morning today. State law requires 48 hour notice. State does not allow exceptions for holidays. Also on that website we are blocking any other search engines from searching data and making it easily available to us. The search function on the site does not work and he has commented on it and it has not yet been fixed. We need a site that delivers what they promised when we got it. There's a library bid on the agenda tonight that was never posted on the website. We have a website, we have to use it. If we don't use, it was a waste of money.

Rick Brown of 125 Lucia in Shiloh, Mr. Brown stated you guys are going to change the rules for public participation. Can't take the criticism can you? You poor babies. Criticism is comes

with being a politician. Our founding fathers, our forefathers and soldiers have spilt blood so we the people can address you and sometimes it's not pretty. You have to be civil to yourselves, Robert's Rules of Order takes care if that, we try to be civil but you want us to try to sugar coat what we are trying to ask you. How do you sugar coat when sometimes our property is stolen by this group? How do you sugar coat when our freedoms are taken away, like our freedom of speech, by this group? How do you sugar coat policies that racially discriminate against minorities in Belleville? In hiring, we got 7.7 % minorities working for the City of Belleville yet we've got a much larger minority population. The crime free housing ordinance targets, I mean bulls eyes, 73% minorities. There's no way to sugar coat that stuff. How do you sugar coat the destruction of legal documents when they're asked for under the Freedom of Information Act? Illegally, destroying those documents. You guys can't take three minutes, three minutes of us speaking our minds and maybe sometimes it isn't pretty. You know one man's civility is another man's censure.

Stewart Lannert of 318 S. 29<sup>th</sup> St. Mr. Lannert stated he wasn't going to go this way tonight but as they say in a court room, what is civility and what is uncivility. He thinks it is downright uncivility the way the politicians in Belleville and this County are just wasting the taxpayers' money. That is what he calls incivility, criminal waste of taxpayers' money. The citizens of St. Clair County are rather a very civil bunch of people if not a good many of these politicians would have been tarred and feathered and run out of town a long time ago.

Mary McHugh of 10503 W. Main St. gave many thanks to Jacqueline, from the Belleville News Democrat, for the excellent article on civility. Ms. McHugh stated the good book has given us words to live by:

Do unto others as you would have them do unto you.  
Turn the other cheek if necessary.  
Love thy neighbor as yourself.

Many of us, including herself, have forgotten how to use those words. What has happened to us? We have been kind of on a sidetrack away from the rules. Working together we can boost Belleville, our All America City, to great heights to that image President Kennedy had envisioned, where all skies are endless, all possibilities are open and all big things doable. Basic Initiative is a driving force and if you are not educated in the Initiative she suggests you see Jim Schneider quickly. We are entering a new era of 200 years and are already on a role, we just need to speed up the work.

Mayor Eckert closed public participation.

Lillian Schneider, Alderman at Large, 219 Kansas Ave. Alderman Schneider publicly submitted a FOIA. Alderman Schneider read an e-mail she sent to the Mayor (see attached). Alderman Schneider stated she has not received a response from the Mayor. Mayor Eckert stated the office has been crazy and short of staff.

**PRESENTATIONS, RECOGNITION & APPOINTMENTS**

Rita Boyd, from Get Up & Go, a grass roots community organization dedicated to promote health and wellness for the residents of St. Clair County. Get Up & Go set out to recognize communities and explained their process. The City submitted an application. Ms. Boyd presented Mayor Eckert with a plaque designating the City as a Get Up and Go Community. Mayor Eckert thanked the committee for the designation.

Mayor Eckert recognized the character word of the month "Empathy" identifying and understanding others' feelings in order to get along better. Mayor Eckert spoke in reference to the Character Dinner which was well attended and a success.

Mayor Eckert read a proclamation to proclaim December 2013 as National Drunk and Drugged Driving (3-D) Prevention Month in Belleville.

**MINUTES**

Alderman Heisler made a motion seconded by Alderman Schmidt to receive and file the minutes of regular City Council meeting held November 18, 2013, with corrections.

Discussion followed.

All members voted aye.

**CLAIMS**

GENERAL FUND TOTAL .....	\$ 534,902.22
SEWER OPERATIONS TOTAL .....	\$ 86,016.97
INSURANCE FUND .....	\$ 285,047.42
LIBRARY .....	\$ 8,506.89
MOTOR FUEL TAX.....	\$ 30,047.71
TORT LIABILITY FUND.....	\$ 5,021.78
SEWER CONSTRUCTION.....	\$ 13,348.03
SEWER BOND & INTEREST.....	\$ 194,787.30
SPECIAL SERVICE AREA.....	\$ 145.04
SALES TAX TIF.....	\$ 40,996.12
TIF 3.....	\$ 268,287.03
TIF 10 LOWER RICHLAND CREEK .....	\$ 487.15
TIF 12 SHERMAN STREET.....	\$ 9,344.00
POLICE TRUST.....	\$ 1,378.34

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 REPORT - CASE #55-NOV13 – DAVID RHODES/WALKING BY FAITH – REQUESTING A USE VARIANCE IN ORDER TO OPERATE A CHURCH AT 7302 WESTFIELD PLAZA DR.

Alderman Musgrove made a motion seconded by Alderman Kinsella to approve the recommendation of the Zoning Board and have the proper ordinance drawn.

All members voted aye.

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2. ZONING BOARD OF APPEALS ADVISORY REPORT - CASE #56-NOV13 – SPECIALTY DISTRIBUTING OF ILLINOIS – REQUESTING A SPECIAL USE PERMIT IN ORDER TO OPERATE A WHOLESALE BUSINESS AT 12 N. 35<sup>TH</sup> ST.

Alderman Rujawitz made a motion seconded by Alderman Randle to approve the recommendation of the Zoning Board and have the proper ordinance drawn.

All members voted aye.

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3. ZONING BOARD OF APPEALS ADVISORY REPORT - CASE #57-NOV13 – ROYAL VENTURES ENTERPRISES/ROYAL STORAGE - REQUESTING A SPECIAL USE PERMIT IN ORDER TO EXPAND THE EXISTING STORAGE BUSINESS AT 2003 MASCOUTAH AVE.

Alderman White made a motion seconded by Alderman Seibert to approve the recommendation of the Zoning Board and have the proper ordinance drawn.

All members voted aye.

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4. ZONING BOARD OF APPEALS ADVISORY REPORT - CASE #58-NOV13 – EHSSAN (SAMMY) HAMDAN – REQUESTING A USE VARIANCE IN ORDER TO OPERATE A CONVENIENT STORE AT 528 N. DOUGLAS AVE.

Alderman Kinsella is adamantly opposed to any alcohol being sold at that location.

Alderman Hult made a motion seconded by Alderman Schmidt to table this request for approximately two weeks or until the Assistant City Attorney can render some advice on application.

All members voted aye except Alderman Galetti who voted nay.

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5. ZONING BOARD OF APPEALS ADVISORY REPORT - CASE #59-NOV13 – KINGDOM LIFE WORSHIP CHURCH – REQUESTING A USE VARIANCE IN ORDER TO OPERATE A CHURCH AT 9720 W. MAIN ST.

Alderman Schmidt made a motion seconded by Alderman Anthony to accept the recommendation of the Zoning Board and have the proper ordinance drawn.

All members voted aye.

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### ORAL REPORTS

Alderman Heisler made a motion behalf of the Master Sewer Committee seconded by Alderman Hayden to approve the LTCP Construction Pay Request #41 from Korte/Luitjohan and Thouvenot, Wade and Moerchen for a total amount of \$234,073.94.

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

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Alderman Musgrove made a motion on behalf of the Ordinance and Legal Review Committee seconded by Alderman Kinsella to approve the sewer rate increase as previously approved by the Master Sewer Committee and Finance Committee and have the proper ordinance drawn up.

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

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

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Alderman Silsby made a motion on behalf of the Library Board seconded by Alderman Schmidt to accept the low bid from Bel-O to replace the HVAC equipment at the West Branch Library in the amount of \$34,200.00.

Alderman Hayden asked where the money is coming from and Mr. Spearman stated it is coming out of the library budget and the Library Board approved it.

Alderman Schneider asked why Bel-O's bill is not itemized like the others. Mr. Spearman explained their equipment will match up with the other equipment. 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.

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### **COMMUNICATIONS**

Alderman Kinsella made a motion seconded by Alderman Schmidt to approve a street banner permit for the North Illinois Street Entrance to the City for the Home Builders Assoc. of Greater Southwest Illinois to advertise their show to be held February 28, March 1<sup>st</sup> and 2<sup>nd</sup>, 2014 at the Belle Clair Fairgrounds.

All members voted aye.

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Alderman Silsby made a motion seconded by Alderman Rujawitz to approve the City hosting the January Belle-Scott meeting, at the Firehouse #4 at 1125 South Illinois Street, Thursday, January 9, 2014 from 6:00PM to 9:00PM and to allow alcohol to be served at the event.

All members voted aye.

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### **ORDINANCE NO. 7726 – 7732**

Alderman Silsby made a motion seconded by Alderman Schmidt to have Ordinance No. 7726 through 7732 read by title only and 7726 through 7730 voted on as a group.

All members voted aye.

ORDINANCE NO. 7726 – A ZONING ORDINANCE IN RE CASE #55-NOV13 – DAVID RHODES/WALKING BY FAITH.

ORDINANCE NO. 7727 – A ZONING ORDINANCE IN RE CASE #56-NOV13 – SPECIALTY DISTRIBUTING OF ILLINOIS.

ORDINANCE NO. 7728 – A ZONING ORDINANCE IN RE CASE #57-NOV13 – ROYAL VENTURES ENTERPRISES/ROYAL STORAGE.

ORDINANCE NO. 7729 – A ZONING ORDINANCE IN RE CASE 5-NOV13 – KINGDOM LIFE WORSHIP CHURCH.

ORDINANCE NO. 7730 – AN ORDINANCE APPROVING THE FINAL PLAT OF THE COTTAGES AT CATHEDRAL SQUARE.

Alderman Silsby made a motion seconded by Alderman White to pass Ordinances 7726, 7727, 7728, 7729 and 7730.

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

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ORDINANCE NO. 7731 – AN ORDINANCE AMENDING CHAPTER 52 (TRAFFIC) OF THE REVISED ORDINANCES OF THE CITY OF BELLEVILLE, ILLINOIS AS AMENDED, BY AMENDING PORTIONS OF SECTIONS THEREOF.

Alderman Silsby made a motion seconded by Alderman Schmidt to pass this ordinance.

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

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ORDINANCE NO. 7732 – AN ORDINANCE AMENDING CHAPTER 38 (SEWERS), ARTICLE III (USER CHARGES) OF THE REVISED CODE OF ORDINANCES OF BELLEVILLE, ILLINOIS, AS AMENDED, BY AMENDING PORTIONS OF SECTIONS THEREOF.

Alderman Silsby made a motion seconded by Alderman Kinsella to pass this ordinance.

Alderman Hayden wanted to hold his comments until got to the ordinance portion. As he normally does, he states to the public, on what is considered controversial ordinances what his position is. Alderman Hayden thanked the staff, Royce Carlisle, Randy Smith, Randy Burk from TWM, City Treasurer Dean Hardt and everyone involved who put in the time and effort to number crunch these things. The public needs to know, we do not have a choice and even if we had a choice, it would still be the right thing to do. We have federal laws through the Environmental Protection Agency which is enforced upon us by Illinois EPA that tells us what we can do and cannot do in order to comply with the Clean Water Act. The City of Belleville, being an older community is behind in keeping up with these laws. This ordinance will fund the efforts that we are working on to solve these problems. The question has been raised by many citizens, "What if we do nothing"? Mr. Hayden stated we are continuing to pollute the environment, we are in violation of EPA standards and we could be fined, he has read in some cases, up to \$1,000 per day. Another question has been with Option 1, Option 2 and Option 3 why he supports Option 3, which for lack of terms, is more aggressive of the three plans. In other words it's going to be funding the project, putting money aside for maintenance and possible future projects. The answer is simple, these are projections and staff has worked very hard to give detailed projections to the public as best as possible and he doesn't know if it's fair to hold anybody accountable six or seven years down the road if these numbers will hold up, so at a minimum by going with Option 3 he feels we are going to be funding this effort properly and if the projections fall off he'd rather have the extra money there now and the public know up front what we are doing and what we're expecting them to pay, than having to go back to the well at a later date.

Mayor Eckert stated he agrees. In 1997, when Mayor Eckert first got on the council, they were told immediately that this was coming. In 2005, Mayor Eckert, Royce Carlisle and Robert Sprague went to Springfield and were told we had to do this, we worked diligently with them and they did give us a lot of cooperation and you're right we could get fined and there are other penalties. We could have grants or other funding totally stopped. Mayor Eckert also supports Option 3 because there are other issues with our old system that could come up and become additional challenges. Mayor Eckert applauds the staff and all the people who agree with this.

Alderman Kinsella asked the four aldermen who are opposed to this, what are their suggestions?

Alderman Randle stated what he was really opposed to the alternative that was chosen, which was the most expensive funding mechanism. Where he sees this as 8% increase over 12 ½ years, that is a 100% increase in sewer rates. He doesn't know what percentage of our citizens will see an 8% average increase in their incomes year after year to keep pace with this over the next 12 ½ years. A business might well see that kind of growth but the average individual will be lucky to see 1% to 3% and he's talking about the average employed individual. He thinks the measure will further erode the buying power of our community in an economy still trying to find its legs. He can't support the effect such an increase will have on the majority of our constituents especially knowing the further fiscal inconveniences that await them.

Alderman Schneider agreed with Alderman Randle. Some employees, whether they are city, county, doctors, medical, whatever kind, they will be able to absorb it but if you take the normal citizens who sometimes barely make over minimum wage this is really going to hurt them and if our taxes go up and in August we just reinstated the percentage sales tax. It's going to be hard to manage and make ends meet. We're going to be asking for more money on certain other projects. Alderman Schneider feels now wasn't the right time with the highest option.

Mayor Eckert stated we have to show the State of Illinois EPA we have a plan in place to be able to continue taking advantage of the low interest loan.

Discussion followed.

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

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

## **UNFINISHED BUSINESS**

Alderman Hult asked about the budget meetings. Mayor Eckert and Jamie Maitret explained the process. Mayor Eckert stated the aldermen will be given a draft of the budget to examine and their questions will be address. Alderman Hult feels the aldermen should be more involved in the budget process.

Alderman Schmidt asked for Mr. Hoerner's opinion in being denied the right to participate.

Mr. Hoerner stated it depends on the level of participation. You can make council rules that define your participation. He would need to look at the budget practice as outlined in the council rules but it sound like practice is consistent with governmental entities across the state. Local governmental bodies generally have the administration prepare a draft and seek feedback and you provide input and then have public debate at council meeting or Finance Committee meeting. But as far as creating the initial draft he believes that is not common, that's why you have a Finance Director.

Alderman Hayden stated he didn't see why, as part of the committee process, we couldn't add to the January agenda, the discussion of budget as it relates to those committees.

Discussion followed.

Alderman Hayden asked if there is any update on the COPS Grant. Mayor Eckert said there has not. Alderman Hayden requested the Police Chief explore and look into putting, with the excess sales tax, at least four police officers on the street and that is going to be his main request. Alderman Hayden had a question about the temporary ordinances from the last meeting, for Union and State St., not being in this packet.

Discussion followed.

Alderman Hult asked if there is a designated person to post agendas to the website.

Discussion followed.

## **MISCELLANEOUS & NEW BUSINESS**

Alderman Seibert made a motion seconded by Alderman Schmidt to approve Motor Fuel Tax claims of \$30,047.71.

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

Alderman Kinsella made a motion seconded by Alderman Schmidt to go into Executive Session at 8:25 pm to discuss personnel, litigation, and property acquisition and executive session minute review.

All members voted aye.

Following executive session, the council went back into regular session at approximately 8:40 pm.

Alderman Rujawitz made a motion seconded by Alderman Schmidt to approve recommended worker's compensation settlement in the amount of \$23,997.01.

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

Alderman Seibert made a motion seconded by Alderman Anthony to approve and release executive session minutes for February 21, 2012, August 20, 2012, February 4, 2013, February 19, 2013, March 4, 2013 and March 18, 2013.

All members voted aye.

**ADJOURNMENT**

Alderman Hayden made a motion seconded by Alderman Schmidt to adjourn at 8:45 pm.

All members present voted aye.

  
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Dallas B. Cook, City Clerk

## Lillian Schneider

**From:** Lillian Schneider [lillian.schneider@att.net]  
**Sent:** Sunday, November 17, 2013 7:15 PM  
**To:** 'Mayor Mark Eckert'  
**Subject:** Dog park FOIA

Hello Mayor Eckert,

Friday afternoon, while reviewing the status of Bicentennial Park I asked Debbie Belleville why I hadn't received my requested monthly update on the dog park revenue. Ms. Belleville informed me that I would have to file a FOIA each and every month to request the information. She also stated that I as an alderman would not be allowed to view the individual names and addresses of the citizens who have been issued access cards.

Each and every time I have filed a FOIA during a city council meeting you've stated that aldermen do not have to file FOIAs. Yet here a department head, working directly under your supervision, is refusing to release information unless I repeatedly file FOIAs each and every month. Can you please clarify your position on whether or not aldermen are required to file FOIAs when requesting information?

FOIA laws allow for the redaction of personal information when information is requested from the general public. It is my believe that as an elected city official this information should not be redacted. I have been in contact with the Illinois Attorney General's office and been provided the following reference. In *Oberman v. Byrne* (1983), 112 Ill. App. 3d 155, 164-65, the appellate court construed a city ordinance which required all city departments "to permit examination of all their official records by any member of the city council \* \* \*".

At this time I am requesting that the director of the parks department release monthly revenue figures to the finance department so they may create a Parks Department Revenue spreadsheet to be included in their monthly revenue report.

I would also like you to inform the parks director that should I or any member of the city council wish to have access to the list of citizens who have been issued access cards, we be granted so without hesitation.

*Lillian Schneider*

Alderwoman at Large  
City of Belleville, Illinois

219 Kansas Ave.                      618.234.7569  
Belleville, IL. 62221  
[lillian.schneider@att.net](mailto:lillian.schneider@att.net)



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	\$ 120.00	\$ 30.00						\$ 955.00
PLUMBING FEES	\$ 62.00	\$ 193.00	\$ 276.00	\$ 252.00	\$ 368.00	\$ 345.00	\$ 205.00						\$ 1,701.00
ELECTRICAL FEES	\$ 2,105.00	\$ 2,005.00	\$ 1,860.00	\$ 1,615.00	\$ 2,560.00	\$ 1,890.00	\$ 1,420.00						\$ 13,455.00
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	\$ 906.00	\$ 43,472.00						\$ 50,516.00
DEMOLITION PERMITS	\$ 50.00	\$ 100.00			\$ 150.00	\$ 200.00	\$ 150.00						\$ 650.00
HOME OCCUPATION PERMITS	\$ 100.00	\$ 100.00	\$ 200.00	\$ 100.00	\$ 150.00	\$ 150.00	\$ 50.00						\$ 850.00
SIGN PERMITS	\$ 127.18	\$ 30.00	\$ 95.00	\$ 95.00	\$ 30.00	\$ 82.25	\$ 67.00						\$ 526.43
CODE BOOKS													
BOCA CODE BOOK													
CRIME FREE HOUSING					\$ 3,575.00	\$ 54,125.00	\$ 47,200.00						\$ 104,900.00
ZONING CERTIFICATE													
AERATION INSPECTION FEES													
OCCUPANCY PERMITS	\$ 12,250.00	\$ 10,750.00	\$ 12,775.00	\$ 14,950.00	\$ 10,550.00	\$ 13,600.00	\$ 8,100.00						\$ 82,975.00
HOUSING INSPECTIONS	\$ 12,540.00	\$ 12,240.00	\$ 15,420.00	\$ 13,730.00	\$ 15,530.00	\$ 13,920.00	\$ 10,190.00						\$ 93,570.00
EXCAVATION PERMIT	\$ 20.00	\$ 410.00	\$ 50.00	\$ 75.00	\$ 355.00	\$ 150.00							\$ 1,060.00
COMBINATION PERMITS	\$ 3,684.00	\$ 3,254.00	\$ 3,207.00	\$ 13,788.00	\$ 1,979.66	\$ 1,319.00	\$ 7,537.00						\$ 34,768.66
DUMPSTER PERMIT	\$ 100.00	\$ 50.00	\$ 100.00	\$ 50.00	\$ 50.00	\$ 100.00							\$ 450.00
REFUSE CONTAINER FEE	\$ 250.00	\$ 450.00	\$ 500.00	\$ 400.00	\$ 250.00	\$ 200.00	\$ 700.00						\$ 2,750.00
LARGE ITEM PICKUP FEE	\$ 2,475.00	\$ 2,205.00	\$ 2,090.00	\$ 2,660.00	\$ 2,070.00	\$ 1,790.00	\$ 1,065.00						\$ 14,355.00
SEWER TAP-IN FEES	\$ 19,375.00	\$ 31,850.00	\$ 18,525.00	\$ 32,175.00	\$ 25,750.00	\$ 4,325.00	\$ 24,575.00						\$ 158,575.00
SEWER TAP-IN INSPECTION	\$ 670.00	\$ 1,120.00	\$ 950.00	\$ 1,470.00	\$ 1,100.00	\$ 600.00	\$ 4,840.00						\$ 10,750.00
TOTAL COLLECTED	\$ 57,628.18	\$ 66,687.00	\$ 57,364.00	\$ 82,092.00	\$ 65,357.66	\$ 94,027.25	\$ 149,751.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 571,907.09

SYS DATE 121113  
[GSCI]

CITY OF BELLEVILLE  
STATEMENT OF CASH AND INVESTMENTS  
AS OF THE MONTH & YEAR 11/13

SYS TIME 09:22

NAME OF FUND	CASH ON HAND	INVESTMENTS	FUNDS AVAILABLE
GENERAL FUND	1,927,741.75	1,003,291.84	2,931,033.59
PARKS PROJECT FUND	21,971.04	75,017.06	96,988.10
INSURANCE FUND	359,121.80	0.00	359,121.80
LIBRARY	817,935.30	400,091.28	1,218,026.58
PAYROLL ACCOUNT	64,281.59	0.00	64,281.59
PLAYGROUND AND RECREATION	476,464.07	600,136.93	1,076,601.00
TAX INCREMENT FINANCING DIST. 1	76,172.34	25,005.75	101,178.09
TAX INCREMENT FINANCING DIST. 2	74,703.57	30,006.79	104,710.36
RETIREMENT FUND	218,946.42	100,022.78	318,969.20
MOTOR FUEL TAX FUND	632,671.20	100,022.78	732,693.98
FOUNTAIN FUND	4,669.51	0.00	4,669.51
TORT LIABILITY FUND	198,464.96	150,034.26	348,499.22
WALNUT HILL FUTURE CARE FUND	4,894.15	238,657.63	243,551.78
SEWER OPERATION & MAINTENANCE	1,199,380.77	2,500,570.46	3,699,951.23
SEWER REPAIR & REPLACEMENT FUND	320,887.89	500,114.09	821,001.98
SEWER CONSTRUCTION FUND	1,412,808.66	2,500,570.46	3,913,379.12
SEWER BOND AND INTEREST FUND	1,186,176.24	1,000,228.16	2,186,404.40
SPECIAL SERVICE AREA	44,133.02	150,034.26	194,167.28
WORKING CASH FUND	2,351.55	370,084.46	372,436.01
LIBRARY - GIFT ENDOWMENT	5,025.09	25,005.76	30,030.85
SALES TAX TIF DISTRICT	1,325,103.11	0.00	1,325,103.11
TAX INCREMENT FINANCING DIST #3	6,711,966.40	3,500,798.59	10,212,764.99
TAX INCREMENT FINANCING DIST. 4	3,833.54	20,004.51	23,838.05
CAPITAL PROJECTS FUND	115.64	0.00	115.64
BELLEVILLE ILLINOIS TOURISM	6,375.46	10,002.26	16,377.72
TIF 8 (DOWNTOWN SOUTH)	197,331.13	200,045.64	397,376.77
TIF 9 (SOUTHWINDS ESTATE)	148,206.16	200,045.64	348,251.80
TIF 10 (LOWER RICHLAND CREEK)	1,129,873.01	500,114.09	1,629,987.10
TIF 11 (INDUSTRIAL JOB RECOVERY)	35,011.44	50,011.48	85,022.92
TIF 12 (SHERMAN STREET)	161,476.32	50,011.48	211,487.80
TIF 13 (DRAKE ROAD)	6,766.41	100,022.78	106,789.19
TIF 14 (ROUTE 15 EAST)	145,599.33	150,034.26	295,633.59
TIF 15 (CARLYLE GREENMOUNT)	3,970,921.58	0.00	3,970,921.58

GENERAL FUND

01

CASH

CASH IN BANK	\$ 2,910,189.44
CASH IN BANK-CONTINENTAL MAGNA	0.00
CASH IN BANK-RICHLAND CREEK FLOO	26,115.19
CASH IN BANK-EPAY	12,199.93
CASH IN BANK-IKE GRANT/WAGNER	28.52
PETTY CASH	1,425.00
HISTORICAL PRESERVATION-SAVINGS	3,063.49
INVESTMENTS	0.00
	<u>\$ 2,953,021.57</u>

CASH BALANCE, NOVEMBER 1, 2013

\$ 2,953,021.57

RECEIPTS

UTILITY TAX	\$ 229,506.95
HOTEL/MOTEL TAX	895.73-
BUSINESS LICENSE	720.00
FRANCHISE FEES	139,363.09
BUILDING & SIGN PERMITS	51,807.00
ELECTRICAL PERMITS	1,375.00
PLUMBING PERMITS	205.00
HVAC PERMITS	75.00
OCCUPANCY PERMITS	8,800.00
BUSINESS OCCUPANCY PERMITS	300.00
HOUSING INSPECTION FEES	9,950.00
CRIME FREE HOUSING	55,125.00
FIRE INSPECTION FEES	4,985.00
EXCAVATION PERMITS	150.00
PARKING PERMITS	830.00
STATE INCOME TAX	239,344.80
REPLACEMENT TAX	29,629.41
SALES TAX	507,632.38
LEASED CAR TAX	815.74
TELECOMMUNICATIONS TAX	122,561.90
PARKWAY NORTH BUS DIST SALE TAX	1,965.98
LOCAL USE TAX	58,409.53
HOME RULE SALES TAX	235,816.72
GAMING FEES	4,138.30
COURT FINES	8,765.49
POLICE DEPT VEHICLE DIST.	1,681.83
DUI ENFORCEMENT DISTRIBUTION	2,664.49
VEHICLE TOW RELEASE FEES	14,550.00
PARKING FINES	3,785.00
METER COLLECTIONS	3,074.78
TRASH DISPOSAL CHARGES	204,298.98
TRASH TOTES	650.00
CEMETERY INCOME - BURIALS	1,150.00
CEMETERY INCOME-SALE LOTS/GRAVES	42.50
CEMETERY INCOME - ENDOWED CARE	97.50
CEMETERY FOUNDATIONS & VASES	849.00
LIEN FEES	80.00
GARAGE PARKING	72.00
WEED CUTTING SERVICES	1,360.00
OTHER SALES & SERVICES	1,581.50
INTEREST INCOME	388.49
RENTAL INCOME	50.00
LEASE'S-SPRINT TOWER	1,474.42

GENERAL FUND

01

CANINE UNIT	320.90
FIRE DEPARTMENT	
SALARIES - REGULAR	488,527.46
SALARIES - OVERTIME	14,326.91
HOSPITAL INSURANCE	37,213.07
MAINTENANCE SERVICE - EQUIPMENT	156.91
MAINTENANCE SERVICE - VEHICLES	2,673.94
TELEPHONE	885.35
TRAVEL EXPENSE	317.20
TRAINING EXPENSE	4,389.95
TUITION REIMBURSEMENT	424.00
RENTALS	797.33
RISK MANAGEMENT	79,741.30
MAINT/SUPPLIES EQUIPMENT	250.08
OPERATING SUPPLIES	1,940.99
JANITORIAL SUPPLIES	700.65
AUTOMOTIVE FUEL/OIL	3,800.76
EQUIPMENT	2,493.76
STREETS	
SALARIES - REGULAR	104,314.12
SALARIES - PART TIME	11,660.00
SALARIES - OVERTIME	4,644.69
HEALTH INSURANCE	11,734.50
MAINTENANCE SERVICE - EQUIPMENT	1,494.90
MAINTENANCE SERVICE - VEHICLES	3,779.19
MAINTENANCE SERVICE - STREETS	1,788.00
MAINTENANCE SERVICE - GROUNDS	3,850.00
OTHER PROFESSIONAL SERVICES	440.80
TELEPHONE	603.34
RENTALS	478.92
RISK MANAGEMENT	25,631.12
MAINTENANCE SUPPLIES- EQUIPMENT	572.55
MAINTENANCE SUPPLIES - VEHICLES	1,849.32
MAINTENANCE SUPPLIES - STREETS	3,900.57
MAINTENANCE SUPPLIES- GROUNDS	849.99
MAINTENANCE SUPPLIES-TRAFFIC CON	4,515.45
OPERATING SUPPLIES	3,788.74
SMALL TOOLS	483.00
AUTOMOTIVE FUEL/OIL	7,854.36
PARKS DEPARTMENT	
SALARIES - REGULAR	30,133.55
SALARIES - PART TIME	12,423.63
HOSPITAL INSURANCE	3,321.03
MAINTENANCE SERVICE - BUILDING	112.50
MAINTENANCE SERVICE - EQUIPMENT	42.24
MAINTENANCE SERVICE - VEHICLES	742.70
MAINTENANCE SERVICE - GROUNDS	2,803.25
MAINTENANCE SERVICE - OTHER	2,598.00
OTHER PROFESSIONAL SERVICES	300.08
TELEPHONE	945.75
TRAINING	990.00
UTILITIES	10,624.79
RENTALS	1,659.44
RISK MANAGEMENT	4,599.36

GENERAL FUND

01

OPERATING SUPPLIES 5.58  
AUTOMOTIVE FUEL/OIL 1,230.87  
FURNITURE & FIXTURES 261.00  
PLANNING & ECONOMIC DEVELOPMENT

SALARIES - REGULAR 23,307.06  
HOSPITAL INSURANCE 2,128.35  
OTHER PROFESSIONAL SERVICES 26,010.70  
TELEPHONE 59.96  
PUBLISHING 178.77  
PRINTING 126.00  
TRAVEL EXPENSE 232.21  
TRAINING 390.00  
OFFICE SUPPLIES 67.98  
OPERATING SUPPLIES 79.99  
AUTOMOTIVE FUEL/OIL 95.37  
MAYOR

SALARIES - REGULAR 17,374.29  
HOSPITAL INSURANCE 2,027.40  
TELEPHONE 101.66  
TRAVEL EXPENSE 30.00  
OFFICE SUPPLIES 391.49  
AUTOMOTIVE FUEL/OIL 160.93  
FINANCE

SALARIES - REGULAR 17,206.65  
HOSPITAL INSURANCE 1,483.77  
TRAINING 254.00  
HUMAN RESOURCES

SALARIES - REGULAR 15,231.66  
HOSPITAL INSURANCE 882.78  
MEDICAL SERVICE 556.00  
OTHER PROFESSIONAL SERVICES 47.95  
RENTALS 277.09  
OPERATING SUPPLIES 63.00  
CLERKS

SALARIES - REGULAR 27,933.18  
HOSPITAL INSURANCE 2,511.76  
TRAINING 40.00  
TREASURER

SALARIES - REGULAR 11,439.96  
HOSPITAL INSURANCE 1,509.00  
TRAVEL EXPENSE 54.00  
MAINTENANCE

SALARIES - REGULAR 47,468.04  
SALARIES - OVER TIME 960.51  
HOSPITAL INSURANCE 4,376.15  
MAINTENANCE SERVICE - BUILDING 499.84  
MAINTENANCE SERVICE - FIRE 1,420.99  
MAINTENANCE SERVICE - LIBRARY 39.88  
MAINTENANCE SERVICE - PARKS/REC 250.00  
TELEPHONE 289.66

SEWER OPERATION & MAINTENANCE 21

CASH

CASH IN BANK	\$ 3,560,511.08
CASH IN BANK - EPAY	228,675.29
PETTY CASH	454.43
INVESTMENTS	0.00
	<u>\$ 3,789,640.80</u>

CASH BALANCE, NOVEMBER 1, 2013 \$ 3,789,640.80

RECEIPTS

REVENUE

SEWER CHARGES	\$ 388,116.06
COLLECTION - ST CLAIR TOWNSHIP	30,344.78
SEWER LINE INSURANCE	10,846.06
GARBAGE CHARGES	46,907.02
LIEN FEES	260.00
INTEREST INCOME	667.26
MISCELLANEOUS INCOME	4,358.51
	<u>\$ 481,499.69</u>

TOTAL RECEIPTS \$ 481,499.69

TOTAL CASH AVAILABLE \$ 4,271,140.49

DISBURSEMENTS

EXPENSES

INTERFUND OPERATING TRANSFER \$ 201,079.10  
SEWER COLLECTION

SALARIES - REGULAR	26,815.41
HOSPITAL INSURANCE	2,685.77
SOCIAL SECURITY	1,383.66
I.M.R.F.	1,069.48
ACCOUNTING SERVICE	100.00
OTHER PROFESSIONAL SERVICES	9,395.01
POSTAGE	3,592.10
PRINTING	63.00
ST CLAIR TOWNSHIP SEWERS	54.20
FEES & PERMITS	500.00
REFUNDS	406.45
OFFICE SUPPLIES	509.98

SEWER LINES

SALARIES - REGULAR	42,468.93
SALARIES - OVERTIME	139.66
PAGER PAY	558.51
HOSPITAL INSURANCE	4,530.64
RETIREES HEALTH INSURANCE	69.66
SOCIAL SECURITY	2,204.87
I.M.R.F.	2,955.06
MAINTENANCE SERVICE - EQUIPMENT	1,552.06
MAINTENANCE SERVICE - VEHICLES	85.31
MAINTENANCE SERVICE - SYSTEM	5,871.85
OTHER PROFESSIONAL SERVICES	234.80
TELEPHONE	55.14

PERIOD: NOV 2013  
SYS DATE 121113 [GCT]

CITY OF BELLEVILLE  
TREASURER'S REPORT

SYS TIME 09:18

SEWER OPERATION & MAINTENANCE 21

**STANDARD AGREEMENT FOR PROFESSIONAL SERVICES**

**THIS AGREEMENT** made between the **City of Belleville**, whose address is **450 Environmental Drive, Belleville, IL 62220** hereinafter called the **CLIENT** and Crawford, Murphy & Tilly, Inc., Consulting Engineers, Gateway Tower, One Memorial Drive, Suite 500, St. Louis, Missouri 63102, hereinafter called the **ENGINEER**.

**WITNESSETH**, that whereas the **CLIENT** desires the following described professional engineering, land surveying or architectural services:

Professional Engineering Services for the East Creek Watershed SSO Relief Improvements project, including bidding  
and construction phase engineering services in accordance with the Scope of Services (Exhibit A), the Estimate of Effort  
and Associated Cost (Exhibit B), and the Schedule of Hourly Charges (Exhibit C) attached to this Agreement.

**NOW THEREFORE**, the **ENGINEER** agrees to provide the above described services and the **CLIENT** agrees to compensate the **ENGINEER** for these services in the manner checked below:

- On a time and expense basis in accordance with the attached Schedule of Hourly Charges which is subject to change at the beginning of each calendar year. Reimbursable direct expenses will be invoiced at cost.
- At the lump sum amount of \$ \_\_\_\_\_.

**IT IS MUTUALLY AGREED THAT**, payment for services rendered shall be made monthly in accordance with invoices rendered by the **ENGINEER**.

**IT IS FURTHER MUTUALLY AGREED:**

- Compensation for Bidding and Construction Engineering Services shall be at an hourly rate with a targeted upper limit amount of **\$80,000.00** as detailed in **Exhibit B** attached to this Agreement. **ENGINEER** shall not proceed with work other than that shown in **Exhibit A** of the Agreement without additional authorization and compensation from the **CLIENT** and an amendment to this Agreement. Both **Exhibit A** and **Exhibit B** are based upon estimated scope and effort since actual items and costs are a function of the bidding environment and level of interest, as well as the construction contractor and work, including items that are beyond the control of the **ENGINEER** and cannot be determined prior to bidding and construction.
- Additional work required, if any, that is outside the Scope of Services of this Agreement shall be compensated on an hourly rate basis according to the Schedule of Hourly Rates attached to this Agreement (**Exhibit C**).

The **CLIENT** and the **ENGINEER** each binds himself, his partners, successors, executors, administrators and assignees to each other party hereto in respect to all the covenants and agreements herein and, except as above, neither the **CLIENT** nor the **ENGINEER** shall assign, sublet or transfer any part of his interest in this **AGREEMENT** without the written consent of the other party hereto. This **AGREEMENT**, and its construction, validity and performance, shall be governed and construed in accordance with the laws of the State of Illinois. This **AGREEMENT** is subject to the General Conditions attached hereto.

**IN WITNESS WHEREOF**, the parties hereto have affixed their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

**CLIENT:**

**ENGINEER:**

CITY OF BELLEVILLE

CRAWFORD, MURPHY & TILLY, INC.

**STANDARD GENERAL CONDITIONS**  
**Crawford, Murphy & Tilly, Inc.**

1. Warranty

In performing its professional services hereunder, the **ENGINEER** will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession practicing in the same or similar locality. No other warranty, express or implied, is made or intended by the **ENGINEER'S** undertaking herein or its performance of services hereunder.

2. Reuse of Document

All documents including Drawings and Specifications prepared by **ENGINEER** pursuant to this Agreement are instruments of service. They are not intended or represented to be suitable for reuse by **CLIENT** or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by **ENGINEER** for the specific purpose intended will be at **CLIENT'S** sole risk and without liability or legal exposure to **ENGINEER**; and **CLIENT** shall indemnify and hold harmless **ENGINEER** from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom.

3. Termination

This Agreement may be terminated by either party upon seven days prior written notice. In the event of termination, the **ENGINEER** shall be compensated by the client for all services performed up to and including the termination date, including reimbursable expenses, and for the completion of such services and records as are necessary to place the **ENGINEER'S** files in order and/or to protect its professional reputation.

4. Parties to the Agreement

The services to be performed by the **ENGINEER** under this Agreement are intended solely for the benefit of the **CLIENT**. Nothing contained herein shall confer any rights upon or create any duties on the part of the **ENGINEER** toward any person or persons not a party to this Agreement including, but not limited to any contractor, subcontractor, supplier, or the agents, officers, employees, insurers, or sureties of any of them.

5. Construction and Safety

The **ENGINEER** shall not be responsible for the means, methods, procedures, techniques, or sequences of construction, nor for safety on the job site, nor shall the **ENGINEER** be responsible for the contractor's failure to carry out the work in accordance with the contract documents.

6. Payment

Payment for services rendered shall be made monthly in accordance with invoices rendered by the **ENGINEER**. If payment is to be on a lump sum basis, monthly payments will be based on the portion of total services completed during the month. Invoices, or any part thereof, which are not paid within 30 days after the date of issue shall bear interest at the rate of 1-1/2% for each month or fraction thereof from the date 30 days after issue to time of payment. **CLIENT** will pay on demand all collection costs, legal expenses and attorneys' fees incurred or paid by **ENGINEER** in collecting payment, including interest, for services rendered.

7. Indemnification for Release of Pollutants

If, due to the nature of the service covered under this Agreement including the potential for damages arising out of the release of pollutants, **CLIENT** agrees that in the event of one or more suits or judgments against **ENGINEER** in favor of any person or persons, or any entity, for death or bodily injury or loss of or damage to property or for any other claimed injury or damages arising from services performed by **ENGINEER**, **CLIENT** will indemnify and hold harmless **ENGINEER** from and against liability to **CLIENT** or to any other persons or entities irrespective of Engineer's compensation and without limitation. It is understood that the total aggregate liability of **ENGINEER** arising from services performed by **ENGINEER** shall in no event exceed \$50,000 or the total compensation received under this agreement whichever is greater, no matter the number of or amount of such claims, suits, or judgments.

8. Risk Allocation – Check box  if this provision does not apply.

The total liability, in the aggregate, of the **ENGINEER** and **ENGINEER'S** officers, directors, employees, agents and consultants, and any of them, to **CLIENT** and anyone claiming by, through or under **CLIENT**, for any and all injuries, claims, losses, expenses or damages arising out of the **ENGINEER'S** services, the project or this agreement, including but not limited to the negligence, errors, omissions, strict liability or breach of contract of **ENGINEER** or **ENGINEER'S** officers, directors, employees, agents or consultants, or any of them, shall not exceed the total compensation received by **ENGINEER** under this agreement, or the total amount of \$50,000, whichever is greater.

**EXHIBIT A**  
**East Creek Watershed SSO Relief Improvements**  
**Bidding and Construction Phase Services**

**SCOPE OF SERVICES**

---

The Bidding Phase Services include items as shown in the anticipated scope of work presented below. The Bidding Phase Services are proposed by CMT on an hourly rate basis with a not-to-exceed cost of \$16,000, according to the Estimate of Professional Services (Exhibit B).

**PRIOR TO BID OPENING**

1.     Reproduction and Distribution of Contract Documents
2.     Maintain Inventory of Plan Holders
3.     Attend/Conduct Pre-Bid Meeting and Prepare/Distribute Minutes
4.     Prepare and Issue Addenda as Required
5.     Address Bidder Questions
6.     Attend Bid Opening

**FOLLOWING BID OPENING**

7.     Record Bids and Prepare/Distribute Bid Tabulation
8.     Evaluate Bids and Issue Letter of Recommendation of Award
9.     Provide Successful Bidder with Multiple Sets of Documents

**EXHIBIT A**  
**East Creek Watershed SSO Relief Improvements**  
**Bidding and Construction Phase Services**

**SCOPE OF SERVICES**

---

The Construction Phase Services include items as indicated on the Estimate of Professional Services (Exhibit B). The Construction Phase Services are proposed by CMT on an hourly rate basis with a not-to-exceed cost of \$64,000, according to the anticipated scope of work as presented.

**CONSTRUCTION ADMINISTRATION (OFFICE)**

**1. Shop Drawing Review**

Shop drawings will be submitted for review within all disciplines of the work, including equipment, concrete, structural materials, masonry, electrical components, etc.

**2. Review of Contractor Payment Requests**

CMT will review the contractor's monthly pay requests for comparison with the schedule of values and the actual work completed in order to verify the amount requested.

**3. Responding to Requests for Information and Changes During Construction (Change Orders, Field Orders)**

This item includes design interpretation, addressing contractor questions in the field, preparing change or field orders to address changes in the work, etc. The effort associated with this item is dependent upon many factors, including items that may arise during construction that could not have been known during design. CMT has budgeted time to address such items based upon past project experience.

**4. Project Correspondence**

CMT will maintain correspondence as required during construction with the contractor, subcontractors, material and equipment suppliers, the City, the IEPA, and other entities.

**5. Periodic Progress Reports**

CMT will provide the City with monthly progress reports that will accompany our invoices. The reports will include updates concerning the status of the work, and the anticipated work for the next 30-day period.

**6. Review Final Payment Package and Lien Waivers**

CMT will review the final payment application and corresponding documents (lien waivers, certifications, warranties, etc.) from the contractor, including all required items from subcontractors and suppliers prior to issuance of final payment.

**EXHIBIT A**  
**East Creek Watershed SSO Relief Improvements**  
**Bidding and Construction Phase Services**

**SCOPE OF SERVICES**

---

**7. Process Payment Requests to IEPA (SRF Loan)**

CMT will process all contractor payment requests, once approved by CMT and the City, through the IEPA for disbursement of SRF Loan monies into the City's account. This item includes monthly payment requests, final payment package, and change orders.

**8. Project Record Documents**

CMT will obtain the marked up contract drawings (note: marking up the drawings to reflect actual construction is the responsibility of the contractor) and transfer the information to the original CAD files to create electronic As-Built Drawings for the City.

**CONSTRUCTION OBSERVATION (ON SITE)**

**9. Pre-Construction Meeting**

CMT will conduct a pre-construction meeting with the contractor and subcontractors following the award of the contract and prepare/distribute minutes.

**10. Periodic On-Site Observation**

CMT will provide on-site observation of the work in conjunction with monthly payment/progress meetings; during major work activities such as equipment deliveries, concrete placement, etc; and other times when detailed inspection of the work is needed. CMT's on-site observation will supplement routine inspection of the work by City forces. CMT's on-site services will be performed at various times by the project designers (various disciplines), the project manager, or a qualified engineer/technician.

**11. Attend/Conduct Contractor Payment/Progress Meetings**

CMT will be on-site monthly to review work progress as compared with payment requested by the contractor. A walk-through inspection and meeting will be held to discuss the progress of the work, the payment application, critical path items, schedule adherence, coordination issues, maintaining the collection system in service, and other items related to the project.

**12. Attend Equipment Start-up Activities**

CMT will attend and document equipment start-up activities. Start-up and certification of equipment is the responsibility of the equipment manufacturer. Training of City personnel shall also be conducted by the manufacturer.

**EXHIBIT A**  
**East Creek Watershed SSO Relief Improvements**  
**Bidding and Construction Phase Services**

**SCOPE OF SERVICES**

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**13. Prepare Substantial Completion Punch List**

Engineers from all disciplines will visit the site once substantial completion is reached to prepare a punch list.

**14. Conduct Project Close-Out Final Inspection**

CMT will visit the site to confirm completion of the punch list items and the fulfillment of the contract requirements as part of contract close-out procedures.

END OF DOCUMENT.



**CONTRACT ATTACHMENT - EXHIBIT B - 2013 PROFESSIONAL SERVICES COST ESTIMATE**

CRAWFORD, MURPHY & TILLY, INC.

CLIENT  
CITY OF BELLEVILLE

PROJECT NAME  
EAST CREEK WATERSHED SSO RELIEF IMPROVEMENTS

CMT JOB NO.  
12451-01-06

Prep By: KSK  
DATE: 09/18/13

Apprvd: TPT  
DATE: 09/18/13

TASK NO.	TASKS   CLASSIFICATIONS	CURRENT YEAR 2013 HOURLY RATES											TOTAL						
		PRINCIPAL	SR PROJECT ENGR MANAGER	ARCHITECT	MANAGER	PROJECT ENGINEER	SENIOR ARCHITECT	SENIOR ENGINEER	SENIOR MANAGER	ARCHITECT	ENGINEER	LAND SURVEYOR		SENIOR TECHNICIAN	SENIOR PLANNER	TECHNICAL PLANNER	TECHNOLOGIAN	TECHNICAL ASSISTANT	ADMIN ASSISTANT CLERK
		\$172	\$167	\$137	\$117	\$107	\$97	\$112	\$102	\$77	\$82	\$67	\$50						TOTAL
1	PRIOR TO BID OPENING																		
2	Reproduction and Distribution of Contract Documents						8						8						16
3	Maintain Inventory of Plan Holders																		8
4	Attend/Conduct Pre-Bid Meeting & Prepare Minutes					8							4						20
5	Prepare and Issue Addenda					12			4				8						40
6	Address Bidder Questions					8			4				8						20
7	Attend Bid Opening					2													4
8	FOLLOWING BID OPENING																		
9	Record Bids and Prepare/Distribute Bid Tabulation					4							8						12
10	Evaluate Bids and Issue Recommendation					4							8						14
11	Provide Multiple Sets of Documents					2							4						6
12																			
13																			
14																			
15																			
	TOTAL MAN HOURS			40						8	54		34						140
	SUBTOTAL - BASE LABOR EFFORT			\$5,460					\$656		\$5,238		\$1,700						\$13,682
	TOTAL LABOR EFFORT																		
	TASKS (CONTINUED)																		
1	PRIOR TO BID OPENING																		
2	Reproduction and Distribution of Contract Documents	\$1,176																	\$2,676
3	Maintain Inventory of Plan Holders	\$400																	\$400
4	Attend/Conduct Pre-Bid Meeting & Prepare Minutes	\$2,072																	\$2,172
5	Prepare and Issue Addenda	\$4,044																	\$4,044
6	Address Bidder Questions	\$2,300																	\$2,300
7	Attend Bid Opening	\$468																	\$568
8	FOLLOWING BID OPENING																		
9	Record Bids and Prepare/Distribute Bid Tabulation	\$1,324																	\$1,324
10	Evaluate Bids and Issue Recommendation	\$1,424																	\$1,424
11	Provide Multiple Sets of Documents	\$474																	\$974
12																			
13																			
14																			
15																			
	TOTALS	\$13,682	\$200	\$2015	\$2,000								\$2,200						\$15,882
	PERCENTAGE OF WORK TO BE PERFORMED BY YEAR	2013	2014	2015	2016	TOTAL													MULTI-YEAR + OT
	WEIGHTING FACTOR FOR 5% ANNUAL ADJUSTMENT	100%	100%	100%	100%	100%													MLPLR & AMT
	ESTIMATED CONTINGENCY	1.0000	1.0000	1.0000	1.0000	1.0000													1.0000
	ROUNDING																		
	TOTAL FEE																		\$118
																			\$16,000

MATH CROSS CHECK IS OK



**EXHIBIT C**  
**East Creek Watershed SSO Relief Improvements**  
**Bidding and Construction Phase Services**

**CRAWFORD, MURPHY & TILLY, INC.**

**STANDARD SCHEDULE OF HOURLY CHARGES**  
**EFFECTIVE JANUARY 1, 2013 – DECEMBER 31, 2014**

Classification	Regular Rates Per Hour	Overtime Rates Per Hour
Administrative Assistant/Clerk	\$ 50	\$ 60
Technical Assistant	\$ 67	\$ 82
Technician	\$ 82	\$ 102
Senior Technician	\$ 102	\$ 122
Land Surveyor	\$ 112	\$ 132
Planner/Technical Manager	\$ 77	\$ 92
Engineer/Architect	\$ 97	\$ 117
Senior Planner	\$ 102	\$ 122
Senior Technical Manager	\$ 107	\$ 127
Senior Engineer/Architect	\$ 117	\$ 137
Project Engineer/Manager/Architect	\$ 137	\$ 137
Senior Project Engineer/Manager	\$ 167	\$ 167
Principal	\$ 172	\$ 172

If the completion of services on the project assignment requires work to be performed on an overtime basis, overtime rates will apply and the fee will be adjusted to include the additional premium costs. These rates are subject to change upon reasonable and proper notice. In any event this schedule will expire and be superseded by a new schedule on or about January 1, 2015.

To the amount charged at rates shown will be added the actual cost of blueprints, supplies, transportation and subsistence and other miscellaneous job related expenses directly attributable to the performance of services. A usage charge will be made when flow monitoring, sampling or level recording equipment, nuclear density equipment, GPS equipment, robotic total station or other similar specialized equipment are used directly on assignments.

Professional or Subconsultant services furnished to the ENGINEER by another company shall be invoiced at actual cost.

**EXHIBIT D**  
**East Creek Watershed SSO Relief Improvements**  
**Bidding and Construction Phase Services**

**SRF LOAN RELATED CONTRACT PROVISIONS**

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1. *Disadvantaged Business Enterprises*: The ENGINEER agrees to take affirmative steps to assure that disadvantaged business enterprises are utilized when possible as sources of supplies, equipment, construction and services in accordance with Loan Rules. As required by the award conditions of USEPA's Assistance Agreement with IEPA, the ENGINEER acknowledges that the fair share percentages are 5% for MBE's and 12% for WBE's.

The ENGINEER shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The ENGINEER shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the ENGINEER to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

2. *Records and Audits*: The ENGINEER shall maintain books, records, documents and other evidence directly pertinent to performance of Agency loan work under this Agreement consistent with Generally Accepted Accounting Standards in accordance with the American Institute of Certified Public Accountants Professional Standards (666 Fifth Avenue, New York, New York 10019; June 1, 1987). The Illinois Environmental Protection Agency (IEPA) or any of its duly authorized representatives shall have access to such books, records, documents and other evidence for the purpose of inspection, audit and copying. The ENGINEER will provide facilities for such access and inspection. Audits conducted pursuant to this provision shall be in accordance with generally accepted auditing standards.
3. *Disclosure of Information*: The ENGINEER agrees to the disclosure of all information and reports resulting from access to records pursuant to Item 2 above, to the IEPA. Where the audit concerns the ENGINEER, the auditing agency will afford the ENGINEER an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report. The final audit report will include the written comments, if any, of the audited parties.
4. *Maintaining Records*: Records under Item 2 above shall be maintained and made available during performance on IEPA loan work under this Agreement and until three years from date of final loan audit for the Project. In addition, those records which relate to any "dispute" appeal under an IEPA loan agreement or litigation, or the settlement of claims arising of such performance, costs or items to which an audit exception has been taken, shall be maintained and made available until three years after the date of resolution of such appeal, litigation, claim or exception.
5. *Covenant Against Contingent Fees*: The ENGINEER warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bonafide employees. For breach or violation of this warranty, the loan recipient shall have the right to annul this Agreement without Liability or in its discretion to deduct from the

**EXHIBIT D**  
**East Creek Watershed SSO Relief Improvements**  
**Bidding and Construction Phase Services**

**SRF LOAN RELATED CONTRACT PROVISIONS**

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contract price or consideration or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

6. Disbarment Under Federal Executive Order 12549: The ENGINEER certifies that the services of anyone debarred or suspended under Federal Executive Order 12549 has not or will not be used for design.
7. Bidding Phase Services shall commence upon authorization by the City of Belleville to proceed following completion of the design phase of the project, and upon receipt of an IEPA permit to construct the project. Bidding Phase Services shall be complete upon award of the contract and fulfillment of the scope of services contained in **Exhibit A** of this Agreement. Bidding Phase Services are anticipated to occur within a three-month period from the date that the IEPA permit to construct the project is received.
8. Construction Phase Services shall commence upon authorization by the City of Belleville to proceed following completion of the design and bidding phases of the project. Construction Phase Services shall be considered final upon completion of the construction work and following fulfillment of the scope of services contained in **Exhibit A** of this Agreement. Construction Engineering Services are anticipated to occur within a one-year period from the time of commencement, in accordance with the construction contract time allowed for completion of the work.

**CLIENT:**

**CITY OF BELLEVILLE**

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

\_\_\_\_\_  
(Date)

**ENGINEER:**

**CRAWFORD, MURPHY & TILLY, INC.**

\_\_\_\_\_  
Timothy P. Tappendorf, W&WW Manager

\_\_\_\_\_  
(Date)

## Kathy Range

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**From:** Bob Sabo [rsabo@belleville.net]  
**Sent:** Monday, December 09, 2013 2:33 PM  
**To:** 'Kathy Range'  
**Subject:** Agenda

From Alderman Rujawitz Housing committee Scrap two housing vehicles 2003 Ford Crown Vic vin # X101742 and 2001 Ford Crown Vic vin# X1X175673.

Thanks, Bob



**Union United Methodist Church**  
721 East Main Street, Belleville, Illinois 62220  
Telephone: (618) 233-6375 Fax (618) 233-5860  
www.unionumc.org

Ed Weston, Senior Pastor  
ed@unionumc.org

The Honorable Mark Eckert  
Mayor, City of Belleville  
101 South Illinois St  
Belleville, Il 62220

Dear Mayor Eckert:

As you are aware, Union United Methodist Church has been in the city of Belleville since 1819, as part of the merger of the First Methodist Church and Jackson Street Methodist Church. These two churches merged in 1950 to form Union and have been located on E Main Street ever since.

When I moved here as Senior Pastor in January 1996, the church was considering moving out of the downtown area and locating on 10 – 20 acres east of Belleville. After a year of study, prayer and thoughtful discussion, we decided to re-invent ourselves and stay downtown. In 1998, we developed a long range building expansion and remodel plan. Our first step was the purchase and renovation of the former Schifferdecker Building, in which we spent \$1.3 million. Part of our goal was to also provide a new “face” for the E. Belleville entrance to downtown. It housed the Shelter shop resale center; our church offices; food pantry; meeting and youth rooms.

In 2002, we spent another \$1.1 million to connect our main building to the then “McKinley Christian Center.” Again, we wanted to create a nice entrance look to our church and our city. However, our forward movement was thwarted by an arsonist in August 2002 when the office complex was tragically burned. We are still grateful for the fine work of the Belleville Fire and Police departments for protecting our main sanctuary area.

We re-worked our long range building project, and in November 2004 we dedicated our 25,000 sq foot addition of offices, food pantry, day care, chapel, classrooms and the McKinley Hall. Again, the church spent \$3.3 million on this community center. We feel committed to the community and offer our facility for events like the Belleville Tour De Belleville; AA; GA; Boy Scouts; and more recently, for the long range plan presentation by the City.

In 2010-11, we spent nearly \$1.3 million renovating our sanctuary area; removing asbestos; creating new nurseries and installing additional fire sprinklers. We are committed to Belleville and St Clair County.

*Now, for the real reason for this letter...* We are in the process of completing our long range building renovation project. We will be doing a lot of the tear out labor ourselves, but Korte will start at the end of this year remodeling our 2<sup>nd</sup> and 4<sup>th</sup> levels—the last of our projects. We will create new safe classrooms for our children and for our adults, as well as install the remainder of the fire suppression system. Early estimates are this will cost \$1 million.

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ROBERT EDWARDS, ROGER KNOX, Pastors in Residence



**Union United Methodist Church**  
721 East Main Street, Belleville, Illinois 62220  
Telephone: (618) 233-6375 Fax (618) 233-5860  
www.unionumc.org

Ed Weston, Senior Pastor  
ed@unionumc.org

On behalf of the UUMC Board of Trustees and the Building Committee, I am requesting a **waiver for the building fees**. We have not made any request in the past for this, but we are having to stretch every dollar we can to complete this project. Our construction management team has estimated the fees at \$5500 - \$6000, maybe not much to some, but it is the equivalent of the cost of ½ a children's classroom or the total cost of security cameras in our children's department. The \$6000 would be approximately 50% of the amount we spend on providing sack lunches to hungry folks or two months of canned goods through our food pantry!

Please let me know when this will be considered by the appropriate committee; if we need to have a representative there; or any other documents we need to produce. We have already spent \$7 million downtown and are ready to commit another \$1 million.

We remain committed to downtown Belleville and hope you will give us an waiver this time on our fees.

In His Service,

Edward R. Weston,  
Senior Pastor

November 1, 2013

Ltr to mayor Eckert fees

## Union United Methodist Church: A Downtown Church with a Global Mission

Union United Methodist Church acquired its name from the union of two downtown churches in 1950, but its heritage extends back to 1819. Dissatisfied with the state of Methodism in Belleville in 1950, the congregations of First Methodist Church and Jackson Street Methodist Church—both located within sight of the public square—resolved to unite to create a larger organization that would more effectively serve the community. The decision to merge was not lightly undertaken because both churches were venerable institutions, each over a century old.

The lineage of the First Methodist Church extended back to 1819—just five years after the founding of Belleville—when circuit rider Reverend Jesse Hale preached in town. A society of English-speaking Methodists soon formed, gathering first in people's homes. How long this group met is unknown, but certainly a continuing Methodist community existed by 1825-1826. These Methodists ultimately erected a sanctuary in 1832 at the northeast corner of West Washington and South Third Streets. Circuit-riding ministers attended to the spiritual needs of this group until 1836, when Reverend Joseph Edmundson became the resident pastor of the newly-established Belleville Station, as First Methodist Church was then known. In 1849 First erected a church at 10 East Washington Street and occupied that building for a hundred years.

Nearby another Methodist Church arose to meet the spiritual needs of the growing number of German-speaking residents in the area. The Belleville Mission of the German Methodist Episcopal Church formed in 1842, one of several locations on a circuit made up of believers in a number of communities, including Mascoutah and Highland. By 1845, the Belleville congregation had the wherewithal to fund its own operations and traced its independence from the circuit to this year. It, however, did not receive a resident pastor until the arrival of Reverend Heinrich F. Koeneke in 1848. Two years later the German congregation moved into the church building that First Methodist had recently departed when it moved to Washington Street. In 1864 the German Methodist Episcopal Church at Belleville purchased a church at 213 South Jackson Street that would be its home for nearly 90 years. For this congregation the most traumatic event occurred in 1918, when anti-German sentiment generated during World War I compelled the congregation to end use of the German language and rename the congregation the Jackson Street Methodist Episcopal Church.

As the ethnic distinctions between Jackson Street and First diminished, the need for separate congregations barely three blocks apart dwindled. Combining the churches was the logical decision. Winfield L. Hanbaum was the first pastor of the new Union Methodist Church. To encourage a sense of parity among members of the former congregations and to accommodate a larger congregation, the leaders of Union sought to build a new sanctuary. They sought a location near the downtown and settled on a location at 721 East Main Street, the site of historic Kronthal Castle. Symbolic of the planners' intent, the site was visible from the public square. The sanctuary opened for worship in 1955. To fulfill the promise to meet the spiritual needs of the congregation, an educational wing opened in 1960. In 1968 new signs at the church displayed a new name to reflect a change in the national church: The Methodist Church and the Evangelical United Brethren Church had merged to form the United Methodist Church, and the local church became Union United Methodist Church.

Periodically the congregation reevaluated the health and direction of the church. Some members believed that the church should move from the city's core—a decision reached by many other churches. In 1997, however, the congregation resolved to stay put: its mission was to serve the downtown. To that end the parishioners launched a building program. During 2001 Union completed a new entry on Main Street that offered a fresh face to the community. The church also opened a new administrative addition—with space allocated for a food pantry and a resale shop operated by the Women's Crisis Center. This annex was projected to be the first stage of a family life center, but then disaster struck, or so it seemed. An arsonist in 2002 ignited a fire that destroyed the addition and forced evacuation of the entire church for several weeks. Although the loss was devastating, the congregation used the disaster as an opportunity to fulfill its commitment to build the family center. That goal was achieved in 2004 with the opening of the McKinley Christian Center. In addition to administrative offices, chapel, classrooms, and space used by a childcare facility, the new building featured a multipurpose fellowship hall that could be configured for a dining facility, auditorium, or gym.

In addition to addressing the spiritual needs of the local community, Union has undertaken a number of programs for the cultural, social, and physical well-being of its neighbors. A parish nurse program, for example, began in 1998 followed in 2005 by a professional counseling service housed in the church. Parishioners establish a fine arts program to bring musical programs to the area. The church hosts a variety of community groups, including Alcoholics Anonymous and Philanthropic Educational Opportunities (PEO). Since Union's inception, the church has sponsored a Boy Scout troop. The congregation offers financial and volunteer support to the Franklin-Jefferson Neighborhood Community Association. It has established a number of assistance programs for the needy in the area, including a food pantry, and it operates the only church-sponsored sack lunch service and gas voucher and bus-pass program in the area. The service to others extends beyond city boundaries. Since 1993, for example, church youth have traveled annually on mission trips to destitute communities to rehabilitate houses and perform other community projects, mitigating dire circumstances and lifting spirits. By 2008, youth had made mission trips to 13 states and Puerto Rico.

Though located downtown and serving that community, the vision of the church is broader. In 1951, one of its first mission projects was the "boys at Scott" Air Force Base. The church sponsored devotional and recreational opportunities for airmen at the church and other locations. Union has sponsored missionaries around the world. In 2007, it entered into an arrangement with the small United Methodist Church in New Athens, Illinois, that made the resources of the Belleville church available to a congregation in a small town. The same year Union began satellite church services in Freeburg to reestablish a United Methodist presence in that area of St. Clair County. In 2008, Union funded part of the construction of New Hope United Methodist Church in Monrovia, Liberia, as well as purchase of land for future expansion. Union United Methodist Church, then, is a downtown church whose message of hope and vision of service are not bound by geographical limits.

# Memorandum

**DATE:** DECEMBER 11, 2013

**TO:** Dallas Cook, City Clerk

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

**RE:** Agenda

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**Chairman Silsby on behalf of the Finance Committee is prepared to make the following motions at the City Council meeting on December 16, 2013.**

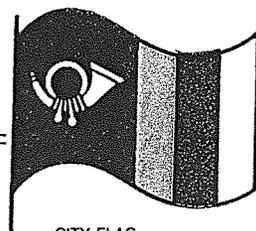
- **Motion to approve a twenty year gas franchise agreement with Ameren.**
- **Motion to approve the purchase of traffic counters from M. H. Corbin, Inc.**
- **Motion to approve Wide Area Network Equipment from Trumpet Communications for \$6,000.**
- **Motion to approve the 2013 Tax Levy.**
- **Motion to close the Sales Tax TIF Fund after final bills are paid by December 31, 2013.**

# CITY OF BELLEVILLE, ILLINOIS

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**JAMIE MAITRET, CPA**  
DIRECTOR OF FINANCE

101 SOUTH ILLINOIS ST.  
BELLEVILLE, ILLINOIS 62220-2105  
(618) 233-6810



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



**DATE:** December 4, 2013  
**TO:** All City of Belleville Elected Officials  
**FROM:** Jamie Maitret, Finance Director *JM*  
**RE:** Ameren Gas Franchise Agreement

As preliminarily discussed at the Finance Committee meeting in November, our current gas franchise agreement is expiring, and the Council needs to take action to approve a new one. In November I gave out various drafts of the different agreements available to us. The only difference between each draft is the length of the agreement, and the corresponding amount of franchise fee compensation we would receive as part of the agreement. Obviously, the length of the agreement dictates the amount of compensation received each year. In the past our franchise agreement did not have a compensation amount coming from them, but instead included a set amount of free gas therms available to us each year. According to Ameren, they no longer offer franchise agreements with the free therm allowance, but instead are moving to the compensation amount. We would receive these payments quarterly. Even though our franchise fee revenues would rise with these new payments, obviously our utility expense would rise as well with us now having to pay for all therms used. Our current allowance of free therms with Ameren is 133,434 per year. We are seeing average price of therms on our bills of about \$0.63-\$0.64 per therm. In some years we have used all of the free therm allowance and more, and in some years we have only used 60-70% of the allowance. For the current year, we have used approximately 65% of the allowance, with only about 1 more month of usage left in this year's allotment.

While it is the decision of the City Council on which agreement to approve, it is the Mayor's and my recommendation to go with the 20 year agreement. We feel the franchise compensation on that agreement is more than fair to currently cover the therm allowance we are losing. It is also the term of agreement most used between Ameren and other municipalities.

This item will be on the agenda for consideration of the Finance Committee on Monday, December 9, 2013, and at the full City Council meeting on Monday, December 16, 2013.

If you have any further questions, please feel free to contact my office.



Main Office:  
 8355 Rausch Drive  
 Plain City, OH 43064  
 (800) 380-1718  
 (614) 873-8095 Fax

Pennsylvania Office:  
 960 Route 15 Highway  
 South Williamsport, PA 17702  
 (866) 590-5748  
 (570) 323-0480 Fax

# Quotation 3293

Name / Address:

City of Belleville

Ship To:

Date: 4/18/2013      \*Terms:      Rep:      FOB Origin

Description	Qty	U/M	Price	Total
NC200 ~ NC200 Traffic Counter	12	ea.	1,255.00	15,060.00
70002028 ~ NC200 Protective Cover	12	ea.	165.00	1,980.00
70000300 ~ Interface Cable for NC-200	1	ea.	145.00	145.00
70700051 ~ HDM V9.0 Software ONLY	1	ea.	1,100.00	1,100.00

\*Shipping is included.  
 \* We have these ready to ship.

\*SHIPPING CHARGES to be determined unless otherwise stated.  
 \*SALES TAX will be charged when applicable.  
 \*We accept CASH, CHECK, VISA, MC OR DISCOVER.  
 \*A 4% fee will be charged to all Credit Card orders.  
 (fee does not pertain to contract items)

Subtotal	\$18,285.00
Sales Tax (0.0%)	\$0.00
<b>Total</b>	<b>\$18,285.00</b>

\*TERMS & CONDITIONS: LATE FEES may accrue at the lesser of 18% per annum (1.5%/month) or the maximum rate allowed by law on any invoice from the date such invoice becomes due according to its terms. PRICES subject to change w/o notice. All orders are FOB place of shipment unless otherwise specified. DELIVERY, shipment dates are estimated dates only. MH Corbin shall not be liable for any damages or penalties whatsoever, whether direct, indirect or special resulting from MH Corbin's failure to perform or delay in performing. CLAIMS for shortages or rejections must be made by the purchaser within 10 days after receipt of material. No material may be returned for any reason w/o a return authorization from MH Corbin and will incur a 15% restocking fee. Cancellation of orders will be accepted only upon terms that will compensate MH Corbin for expenses incurred. Claims against MH Corbin shall be limited to a refund or credit for the price billed or paid for improper merchandise.



M.H. Corbin, Inc. Vendor Profile:

Main Office Address:

M.H. Corbin, Inc.  
8355 Rausch Drive  
Plain City, Ohio 43064

Phone: 614-873-5216  
Toll Free: 800-380-1718  
Fax: 614-873-8095

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

FED ID: 31-1192248

*Key Contacts:*

Customer Service Manager: Katie McGaughy  
kweber@mhcorbin.com

Order Entry: Jody Sawyer  
jody@mhcorbin.com

Accounts Receivable: Lori Kilfian  
lori@mhcorbin.com

General Inquiries: 800-380-1718

**CUSTOMER INFORMATION FORM**



Company Name:			
Main Phone:		Fax:	
Contact :		Email:	
Billing Address:			
Federal Tax ID#:			
Shipping Address:			
Preferred method to receive Invoices: <i>(fax, email, mail)</i> :			
Additional Contact:		Email:	
Additional Information:			

M.H. Corbin, Inc  
 8355 Rausch Drive  
 Plain City, OH 43064  
 800.380.1718 614.873.5216  
 614.873.8095 fax  
 www.mhcorbin.com



## Microwave Equipment Sales Agreement

This Microwave Equipment Sales Agreement ("Agreement") is entered into by and between Trumpet Communications, LLC ("Trumpet") and the City of Belleville, Illinois ("Purchaser") (collectively, the "Parties").

Trumpet represents and warrants that it owns, free and clear of all liens and encumbrances, certain point-to-point microwave equipment, including<sup>1</sup> antennas, radios, mounts, cables, connectors, power supplies and related Equipment, installed on certain buildings and on a certain communications tower owned or occupied by the City of Belleville, Illinois (collectively, "Equipment"). Trumpet acknowledges that, other than the Equipment, Trumpet owns no personal or real property located in the City of Belleville, IL.

Trumpet hereby conveys to Purchaser and Purchaser hereby purchases from Trumpet all Equipment on an as-is, where-is basis. Trumpet disclaims all warranties, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, in connection with the Equipment. Effective on the date that this Agreement is signed by both Parties, Purchaser assumes all responsibility for the Equipment, including for the operation, inspection and maintenance of the Equipment. Purchaser accepts the Equipment in the location where the Equipment is located as of the date of this Agreement.

Purchaser will pay Trumpet the sum of Six Thousand Dollars and 00/100 (\$6,000.00) in consideration for its purchase of the Equipment in accord with the terms of this Agreement. The payment will be made by check payable to "Trumpet Communications

LLC" and sent to the following address on or before December 23, 2013:

Citibank NA  
2011 2<sup>nd</sup> Street  
Highland Park, IL 60035

The check will include the following notation: "For deposit to Acc't No. 800967236".

### 1. Additional Terms

- a. The Parties intend this Agreement to constitute and contain their entire agreement regarding the purchase and sale of the Equipment.
- b. This Agreement may only be altered or amended by a writing signed by the Parties that specifically refers to this Agreement and states that it is intended to modify this Agreement.
- c. For convenience, this Agreement will retain its full force and effect if signed in counterparts.
- d. Notwithstanding anything else contained herein, each Party may, in its sole discretion, require that any dispute arising out of or based on this Agreement, including the interpretation, construction, performance, enforcement, or breach of this Agreement, be resolved before the American Arbitration Association, in accord with the then applicable rules of the selected arbitration service. The Parties must exercise this option for arbitration prior to filing any complaint or answer in any court regarding the dispute to be arbitrated.

---

<sup>1</sup> The word "including" as used in this Agreement means "including but not limited to".

e. A Party's forbearance or delay in enforcing any right under this Agreement will not be deemed to waive or impair the right. Either Party's express waiver of any breach of this Agreement does not affect the Party's rights with respect to subsequent breaches.

injustice would not result from enforcing the Agreement as modified.

g. The Parties acknowledge that they are obligated to act in good faith in connection with all aspects of this Agreement.

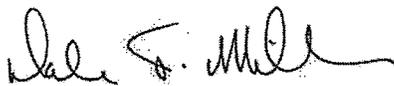
f. This Agreement is severable, and, if any part of this Agreement is invalid under controlling law, the remainder of this Agreement will remain in full force and effect, so long as the Agreement retains its fundamental character and manifest

\_\_\_\_\_

The Parties, intending to be bound by this Agreement, hereby execute this Agreement through their duly authorized representatives identified below.

**Trumpet Communications, LLC**

**City of Belleview, IL ("Purchaser")**

/s/ 

/s/ \_\_\_\_\_

By: Dale T. Miller

Printed Name: \_\_\_\_\_

Manager

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

Phone: 312-636-5800

Phone: \_\_\_\_\_

[DMiller@TrumpetCommunications.com](mailto:DMiller@TrumpetCommunications.com)

Email: \_\_\_\_\_

Date: November 19, 2013

Date: \_\_\_\_\_

## TAX YEAR 2013 PROPOSED LEVY

Estimated EAV 2013 421,023,221	Fund	2012 Levy Extension	2013 Levy Request	Estimated New Rate	Old Rate	Estimated Inc/(Dec)
	I.M.R.F.	1,196,647	1,250,000	0.2969	0.2838	0.0131
	Tort Liability	546,460	625,000	0.1484	0.1296	0.0188
	Health Insurance	400,147	315,000	0.0748	0.0949	-0.0201
	Firemens Pension	2,206,502	2,115,147	0.5024	0.5233	-0.0209
	Police Pension	2,082,958	2,211,990	0.5254	0.4940	0.0314
	Playground	375,692	370,000	0.0879	0.0891	-0.0012
	Library	1,185,262	1,210,000	0.2874	0.2811	0.0063
		<u>7,993,668</u>	<u>8,097,137</u>	<u>1.9232</u>	<u>1.8958</u>	<u>0.0274</u>
	Change in levy request from PY extension		<b>1.2944%</b>			

Based on talks with the staff at the St. Clair County Courthouse, we are slightly reducing our estimate of City EAV from the actual EAV from last year.

Estimated EAV 2013 8,880,000	Special Service Area III	36,400	0.4099	0.3867	0.0232
	Special Service Area Bonds	97,859	1.1020	1.1261	-0.0241
			<u>1.5119</u>	<u>1.5128</u>	<u>-0.0009</u>

## TAX LEVY INCREASE ON AVERAGE HOME

Calculation of Tax  
on a 100,000 Home

2013 Tax Levy

	Old Rate		Estimated New Rate		Dollar Increase
I.M.R.F.	94.60	0.2838	98.97	0.2969	
Tort Liability	43.20	0.1296	49.47	0.1484	
Health Insurance	31.63	0.0949	24.93	0.0748	
Firemen's Pension	174.43	0.5233	167.47	0.5024	
Police Pension	164.67	0.4940	175.13	0.5254	
Playground & Rec	29.70	0.0891	29.30	0.0879	
Library	93.70	0.2811	95.80	0.2874	
	<u>631.93</u>	<u>1.8958</u>	<u>641.07</u>	<u>1.9232</u>	9.13 1.4453%

Calculation of Tax  
on a 150,000 Home

	Old Rate		Estimated New Rate		Dollar Increase
I.M.R.F.	141.90	0.2838	148.45	0.2969	
Tort Liability	64.80	0.1296	74.20	0.1484	
Health Insurance	47.45	0.0949	37.40	0.0748	
Firemen's Pension	261.65	0.5233	251.20	0.5024	
Police Pension	247.00	0.4940	262.70	0.5254	
Playground & Rec	44.55	0.0891	43.95	0.0879	
Library	140.55	0.2811	143.70	0.2874	
	<u>947.90</u>	<u>1.8958</u>	<u>961.60</u>	<u>1.9232</u>	13.70 1.4453%

# City Council Agenda

To: City Clerk  
From: Emily Fultz, AICP, Director of Economic Development, Planning & Zoning Department  
Meeting Date: Dec. 16, 2013  
Re: City Council Agenda Items

- 
- **Motion from Ken Kinsella as recommended by the Economic Development & Annexation Committee:**

Motion to approve the Development Agreement with Hubbard Construction, Inc. for the remodeling and façade improvements at the existing facility located at 107 West Main St.

- **Ordinance 7735 related to the extension of the City's Enterprise Zone, should also appear on the agenda.**

cc: Garrett P. Hoerner, City Attorney  
Jacqueline Lee, Belleville News Democrat  
Hubbard Construction, Inc.  
Pat Schaeffer

## DEVELOPMENT AGREEMENT

This agreement made this 16th day of December, 2013 by and between the City of Belleville, Illinois (the "City") and M. Hubbard Construction, Inc. ("Hubbard Construction"):

### WITNESSETH:

WHEREAS, Hubbard Construction intends on investing a minimum of \$350,000.00 to complete remodeling and façade improvements at the existing facility located at 107 West Main Street in Belleville (the "Project"); and

WHEREAS, the parties have reached an agreement in order to set forth the terms upon which the City would provide certain economic incentives for the Project and the terms upon which Hubbard Construction would provide jobs at said location via a third party.

### 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 remodeling (Savings estimated at \$14,175.00) of the commercial portion of the existing facility located at 107 West Main Street and;
2. Façade improvement reimbursement of 20% (Reimbursement not to exceed \$5,000.00) of cost of façade improvements at 107 West Main Street, after documentation of costs incurred has been received and approved by the City of Belleville.

### Responsibilities of M. Hubbard Construction, Inc.

- A. Invest no less than \$350,000.00 at 107 West Main Street limited to the remodeling of the existing facility no later than April 1, 2014, and;
- B. Create 12 full time jobs via Chatham & Baricevic law firm within the first year of operation, and;
- C. Create 4 additional full time jobs via Chatham & Baricevic law firm within the second year of operation, and;
- D. M. Hubbard Construction, Inc. 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 Hubbard Construction fails to meet its obligations under Sections (A), (B), (C), (D) or (E) of the section entitled "Responsibilities of M. Hubbard Construction, Inc." of the Development Agreement, all public funds provided under (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 representatives, not herein contained. Each

party hereby acknowledges that in executing this Agreement it has not been induced, persuaded or motivated by any promise or representation made by the other party, unless expressly set forth herein. All previous negotiations, statements and preliminary agreements by the parties or their representatives are merged in this Agreement.

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

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

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

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

M. Hubbard Construction, Inc.  
1311 Hartman Lane  
Belleville, IL 62221

By: \_\_\_\_\_  
Martin Hubbard, President

# MEMO

To: Dallas Cook, City Clerk

From: Streets and Grades Committee

Date: December 11, 2013

Re: Motion for City Council Agenda December 16, 2013

---

Alderman Paul Seibert will make the following motions:

**1. 1<sup>st</sup> Street**

Motion to approve Keel Engineering for Storm Water Separation in the amount of \$20,606.50.

**2. Streetlight Installation**

Motion to approve the streetlights at:

- 1620 Whitlow
- 45 Missouri

**3. 1309 State Street Erosion**

Motion to approve Fournie Contracting under the current ditching contract to install riprap in the amount of \$13,750.00 with the stipulation that the owner(s) of 1309 State Street holds the City harmless of any future liability.

Stormwater Separation Cost Estimate

Date: 11/18/2013

**S. First Street, Belleville, IL**

Pay Item	Unit	Quantity	Unit Price	\$ TOTAL
12"Dia. RCCP, Rubber Gasket, T1 CL IV	FT	600	41	24,600.00
15"Dia. RCCP, Rubber Gasket, T1 CL IV	FT	2100	45	94,500.00
Trench Backfill CA - 6	TN	1000	25	25,000.00
Comb CC & G TB6.24	FT	50	27	1,350.00
6" Barrier Curb (West Main to Washington)	FT	400	35	14,000.00
R&R Sidewalk	SF	2000	5.25	10,500.00
R&R Sin Pan Assy TA	EA	12	25	300.00
Inlet TA T3V F & G	EA	4	3000	12,000.00
8" PCC Pavement Patching	SY	445	40	17,800.00
Temporary Aggregate	Ton	45	27	1,215.00
Adjust Downspout Drains, 12" Or Less	FT	100	16	1,600.00
Seeding CL 2	ACRE	0.25	12800	3,200.00
Traffic Control Complete	LS	1	6000	6,000.00
<b>Construction</b>	<b>Total</b>			<b>\$206,065.00</b>
Engineering Plans	10%			\$20,606.50
Engineering Observation	8%			\$16,485.20
<b>Construction Total with Performance Bond</b>				<b>\$243,156.70</b>

By: Steven H. Keel, P.E., Keel Engineering, Inc.

Municipality CITY OF BELLEVILLE	LOCAL AGENCY	 Illinois Department of Transportation  Preliminary/Construction Engineering Services Agreement	CONSULTANT	Name KEEL ENGINEERING, INC.
Township Belleville				Address 2815 Ridgview Lane
County St. Clair				City Millstadt
Section				State Illinois

THIS AGREEMENT is made and entered into this 23<sup>rd</sup> day of January, 2013 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Motor Fuel Tax Funds, allotted to the LA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT", will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

**Section Description**

Name S. First Street Imp. Route \_\_\_\_\_ Length NA KM( \_\_\_\_\_ Miles)(Structure No. \_\_\_\_\_ )  
 Termini See Attachments

Description

Project detail per attached Narrative.

**Agreement Provisions**

The Engineer Agrees,

1. To perform or be responsible for the performance of the following engineering services for the LA in connection with the proposed improvement hereinbefore described, and checked below:
  - a.  Make such detailed surveys as are necessary for the preparation of detailed roadway plans.
  - b.  Make stream and flood plain hydraulic surveys and gather high water data and flood histories for the preparation of detailed bridge plans.
  - c.  Make or cause to be made such soil surveys or subsurface investigations including borings and soil profiles and analyses thereof as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations are to be made in accordance with the current requirements of the DEPARTMENT.
  - d.  Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
  - e.  Prepare Army Corps of Engineers Permit, Division of Water Resources Permit, Bridge waterway sketch and/or Channel Change sketch, Utility plan and locations and Railroad Crossing work agreements.
  - f.  Prepare Preliminary Bridge Design and Hydraulic Report, (including economic analysis of bridge or culvert types) and high water effects on roadway overflows and bridge approaches.

Note Four copies to be submitted to the District Engineer

- g.  Make complete general and detailed plans, special provisions, proposals and estimates of cost and furnish the LA with five (5) copies of the plans, special provisions, proposals and estimates. Additional copies of any or all documents, if required shall be furnished to the LA by the ENGINEER at his actual cost for reproduction.
- h.  Furnish the LA with survey and drafts in quadruplicate of all necessary right-of-way dedications, construction easements and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.
- i.  Assist the LA in the receipt and evaluation of proposals and the awarding of the construction contract.
- j.  Furnish or cause to be furnished:
- (1) Proportioning and testing of concrete mixtures in accordance with the "Manual of Instructions for Concrete Proportioning and Testing" issued by the Bureau of Materials and Physical Research, of the DEPARTMENT and promptly submit reports on forms prepared by said Bureau.
  - (2) Proportioning and testing of bituminous mixtures (including extracting test) in accordance with the "Manual of Instructions for Bituminous Proportioning and Testing" issued by the Bureau of Materials and Physical Research, of the DEPARTMENT, and promptly submit reports on forms prepared by said Bureau.
  - (3) All compaction tests as required by the specifications and report promptly the same on forms prepared by the Bureau of Materials and Physical Research.
  - (4) Quality and sieve analyses on local aggregates to see that they comply with the specifications contained in the contract.
  - (5) Inspection of all materials when inspection is not provided at the sources by the Bureau of Materials and Physical Research, of the DEPARTMENT and submit inspection reports to the LA and the DEPARTMENT in accordance with the policies of the said DEPARTMENT.
- k.  Furnish or cause to be furnished
- (1) A resident engineer, inspectors and other technical personnel to perform the following work: (The number of such inspectors and other technical personnel required shall be subject to the approval of the LA.)
    - a. Continuous observation of the work and the contractor's operations for compliance with the plans and specifications as construction proceeds, but the ENGINEER does not guarantee the performance of the contract by the contractor.
    - b. Establishment and setting of lines and grades.
    - c. Maintain a daily record of the contractor's activities throughout construction including sufficient information to permit verification of the nature and cost of changes in plans and authorized extra work.
    - d. Supervision of inspectors, proportioning engineers and other technical personnel and the taking and submitting of material samples.
    - e. Revision of contract drawings to reflect as built conditions.
    - f. Preparation and submission to the LA in the required form and number of copies, all partial and final payment estimates, change orders, records and reports required by the LA and the DEPARTMENT.
  2. That all reports, plans, plats and special provisions to be furnished by the ENGINEER pursuant to this agreement will be in accordance with the current standard specifications and policies of the DEPARTMENT, it being understood that all such reports, plats, plans and drafts shall before being finally accepted, be subject to approval by the LA and the said DEPARTMENT.
  3. To attend conferences at any reasonable time when requested to do so by the LA or representatives of the DEPARTMENT.
  4. In the event plans, surveys or construction staking are found to be in error during the construction of the SECTION and revisions of the plans or survey or construction staking corrections are necessary, the ENGINEER agrees that he will perform such work without expense to the LA, even though final payment has been received by him. He shall give immediate attention to these changes so there will be a minimum delay to the contractor.
  5. The basic survey notes and sketches, charts, computations and other data prepared or obtained by the ENGINEER pursuant to this agreement will be made available upon request to the LA or the DEPARTMENT without cost and without restriction or limitations as to their use.
  6. To make such changes in working plans, including all necessary preliminary surveys and investigations, as may be required after the award of the construction contract and during the construction of the improvement.

7. That all plans and other documents furnished by the ENGINEER pursuant to the AGREEMENT will be endorsed by him and will show his professional seal where such is required by law.
8. To submit, upon request by the LA or the DEPARTMENT a list of the personnel and the equipment he/she proposes to use in fulfilling the requirements of this AGREEMENT.

**The LA Agrees,**

1. To pay the Engineer as compensation for all services performed as stipulated in paragraphs 1a, 1g, 1i, 2, 3, 5 and 6 in accordance with one of the following methods indicated by a check mark:

SEE THREE (3) ATTACHMENTS WITH OPTIONS

- a  A sum of money equal to \_\_\_\_\_ percent of the awarded contract cost of the proposed improvement as approved by the DEPARTMENT.
- b  A sum of money equal to the percentage of the awarded contract cost for the proposed improvement as approved by the DEPARTMENT based on the following schedule:

Schedule for Percentages Based on Awarded Contract Cost

Awarded Cost Under \$50,000	Percentage Fees	(see note)
	_____	%
	_____	%
	_____	%
	_____	%
	_____	%

Note: Not necessarily a percentage. Could use per diem, cost-plus or lump sum.

2. To pay for services stipulated in paragraphs 1b, 1c, 1d, 1e, 1f, 1h, 1j and 1k of THE ENGINEER AGREES at the hourly rates stipulated below for personnel assigned to this SECTION as payment in full to the ENGINEER for the actual time spent in providing these services the hourly rates to include profit, overhead, readiness to serve, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost. Subject to the approval of the LA, the ENGINEER may sublet all or part of the services provided under paragraphs 1b, 1c, 1d, 1e, 1f, 1j and 1k of THE ENGINEER AGREES. If the ENGINEER sublets all or a part of this work, the LA will pay the cost to the ENGINEER plus a five (5) percent service charge. "Cost to ENGINEER" to be verified by furnishing the LA and the DEPARTMENT copies of invoices from the party doing the work. The classifications of the employees used in the work should be consistent with the employee classifications for the services performed. If the personnel of the firm including the Principal Engineer perform routine services that should normally be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the work performed.

Grade Classification of Employee	Hourly Rate
Principal Engineer	95.00
Resident Engineer	75.00
Chief of Party	_____
Instrument Man	_____
Rodmen	_____
Inspectors	75.00
2 Man Survey Crew	165.00
1 Man Survey Crew	135.00
Resident Engineer #2	57.00
Engineering Secretary	55.00

The hourly rates itemized above shall be effective the date the parties, hereunto entering this AGREEMENT, have affixed hands and seals and shall remain in effect until 12/31/13. In event the services of the ENGINEER extend beyond 12/31/13, the hourly rates will be adjusted yearly by addendum to this AGREEMENT to compensate for increases or decreases in the salary structure of the ENGINEER that are in effect at that time.

3. That payments due the ENGINEER for services rendered pursuant to this AGREEMENT will be made as soon as practicable after the services have been performed, in accordance with the following schedule:
  - a. Upon completion of detailed plans, special provisions, proposals and estimate of cost - being the work required by paragraphs 1a through 1g under THE ENGINEER AGREES - to the satisfaction of the LA and their approval by the DEPARTMENT, 90 percent of the total fee based on the above fee schedule and the approved estimate of cost.
  - b. Upon award of the contract for the improvement by the LA and its approval by the DEPARTMENT, 100 percent of the total fee (excluding any fees paragraphs 1j and 1k of the ENGINEER AGREES), based on the above fee schedule and the awarded contract cost, less any previous payment.
  - c. Upon completion of the construction of the improvement, 90 percent of the fee due for services stipulated in paragraphs 1j and 1k.
  - d. Upon completion of all final reports required by the LA and the DEPARTMENT and acceptance of the improvement by the DEPARTMENT, 100 percent of the total fees due under this AGREEMENT, less any amounts previously paid.

By mutual agreement, partial payments, not to exceed 90 percent of the amount earned, may be made from time to time as the work progresses.

4. That should the improvements be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a and 1g, and prior to the completion of such services the LA shall reimburse the ENGINEER for his actual costs plus \_\_\_\_\_ percent incurred up to the time he is notified in writing of such abandonment. ~~"actual cost" being defined as material costs plus actual payrolls, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his hourly rates plus expenses.~~
5. That should the LA require changes in any of the detailed plans, specifications or estimates (except for those required pursuant to paragraph 4 of THE ENGINEER AGREES) after they have been approved by the DEPARTMENT, the LA will pay the ENGINEER for such changes on the basis of actual cost plus \_\_\_\_\_ Hourly rates plus expenses. ~~and readiness to serve "actual cost" being defined as in paragraph 4 above. It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans.~~
6. That should the LA extend completion of the improvement beyond the time limit given in the contract, the LA will pay the ENGINEER, in addition to the fees provided herein, his actual cost incurred beyond such time limit - "actual cost" being defined as in paragraph 4 above.

---

**It is Mutually Agreed,**

1. That any difference between the ENGINEER and the LA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER one member appointed by the LA and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
2. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at his last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all drawings, specifications, partial and completed estimates and data if any from traffic studies and soil survey and subsurface investigations with the understanding that all such material becomes the property of the LA. The ENGINEER shall be paid for any services completed and any services partially completed in accordance with Section 4 of THE LA AGREES.
3. That if the contract for construction has not been awarded one year after the acceptance of the plans by the LA and their approval by the DEPARTMENT, the LA will pay the ENGINEER the balance of the engineering fee due to make 100 percent of the total fees due under the AGREEMENT, based on the estimate of cost as prepared by the ENGINEER and approved by the LA and the DEPARTMENT.

4. That the ENGINEER warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this contract and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty the LA shall have the right to annul this contract without liability.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed in quadruplicate counterparts, each of which shall be considered as an original by their duly authorized offices.

Executed by the LA:

CITY OF BELLEVILLE of the  
(Municipality/Township/County)

ATTEST:

State of Illinois, acting by and through its

By Linda J. Jedd  
City Clerk  
(Seal)

January 23, 2013  
By Mark W. Eckert  
Title: Mayor

Executed by the ENGINEER:

KEEL ENGINEERING, INC.

2815 RIDGEVIEW LANE

MILLSTADT, IL 62260

ATTEST:

By Cynthia L. Keel  
Title: PRESIDENT

Steven H. Keel  
Title: SECRETARY/TREASURER

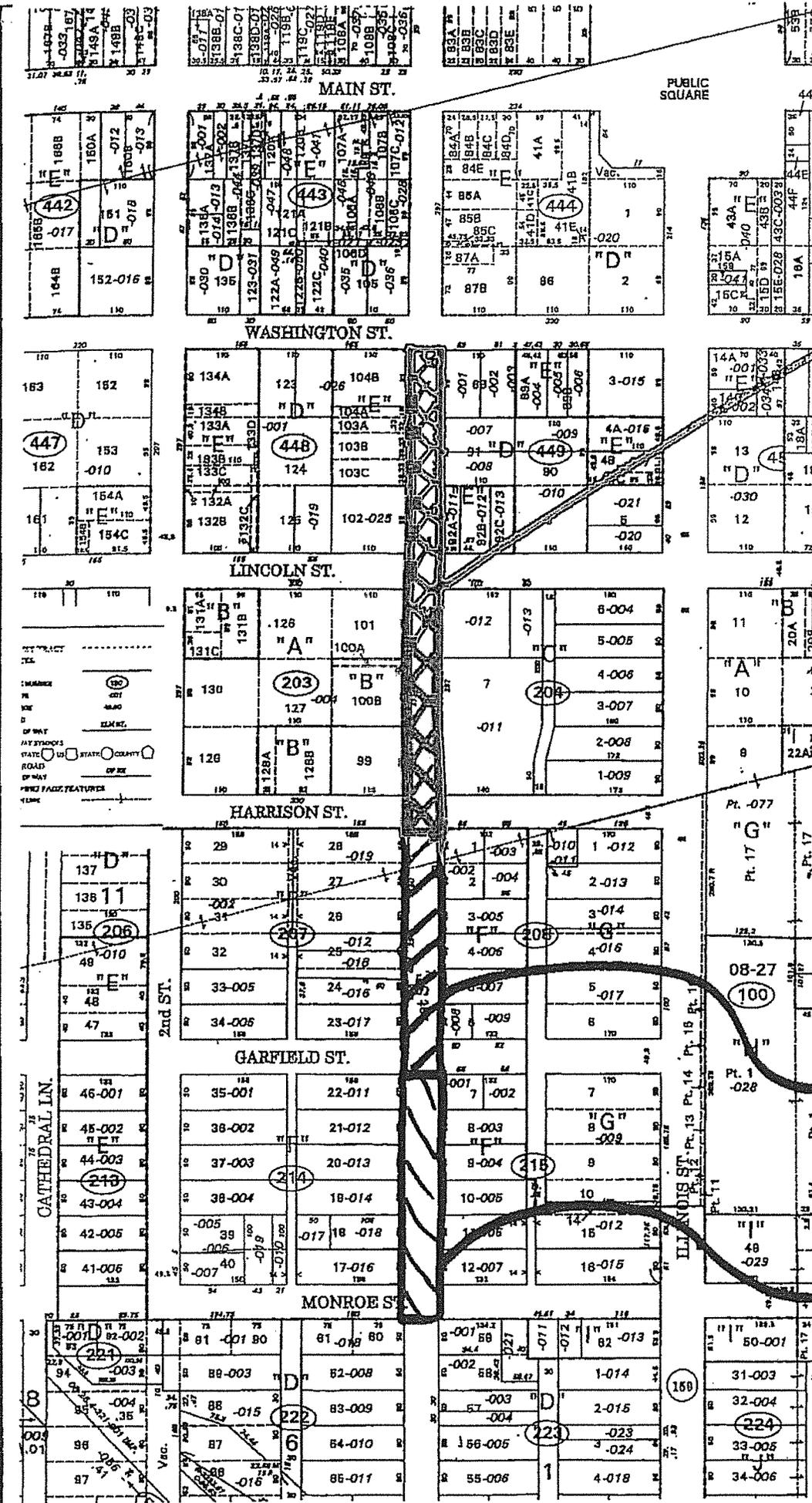
**South 1<sup>st</sup> Street Engineering Contract Narrative:**

Project consists of 35'-8" wide Asphalt Pavement removal, area reflective crack control and replacement with a 2" overlay, concrete curb & entrance & sidewalk removal and replacement with upgrades to handicap ramps, adjust inlet & manholes with new cast iron, traffic control, thermoplastic pavement markings and miscellaneous other construction pertaining to an overlay project for 2 street blocks from south side of intersection of Washington to Lincoln and through the intersection of Harrison. Additionally this corrects:

1. Includes demo of old brick tunnel top, rock backfill, aggregate base course from Washington to Lincoln.
2. Inlets at the North side of Washington.
3. Sidewalk and curb for approx. 40 feet at the SE corner of 1<sup>st</sup> and Washington.
4. Sidewalk removal and replacement for about 200 feet on the north side of Harrison.

There are two alternatives for additional South 1<sup>st</sup> Street extensions:

1. Add one block from Harrison to Garfield.
2. Add one block from Garfield to Monroe.

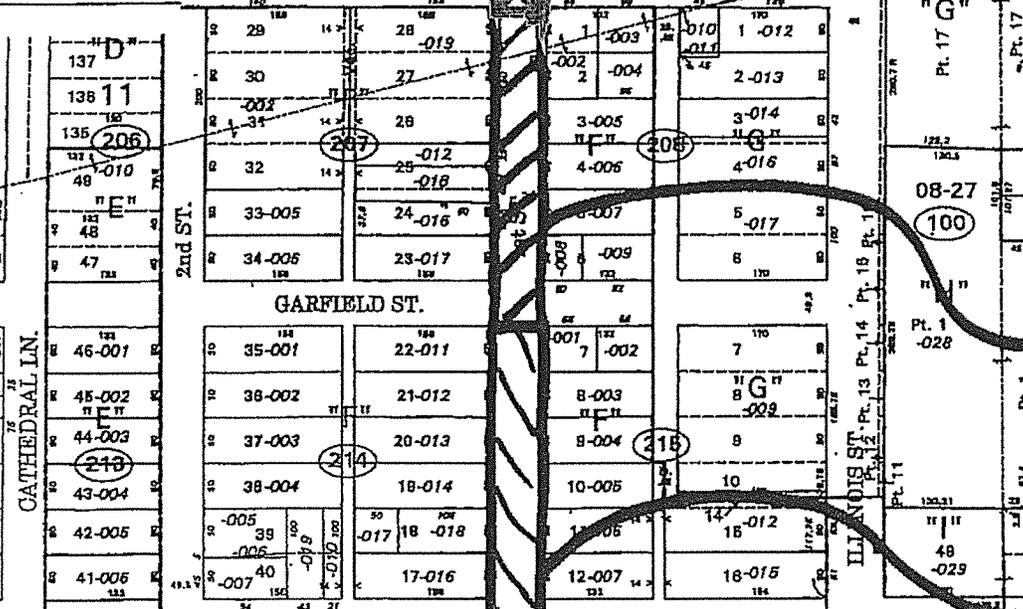
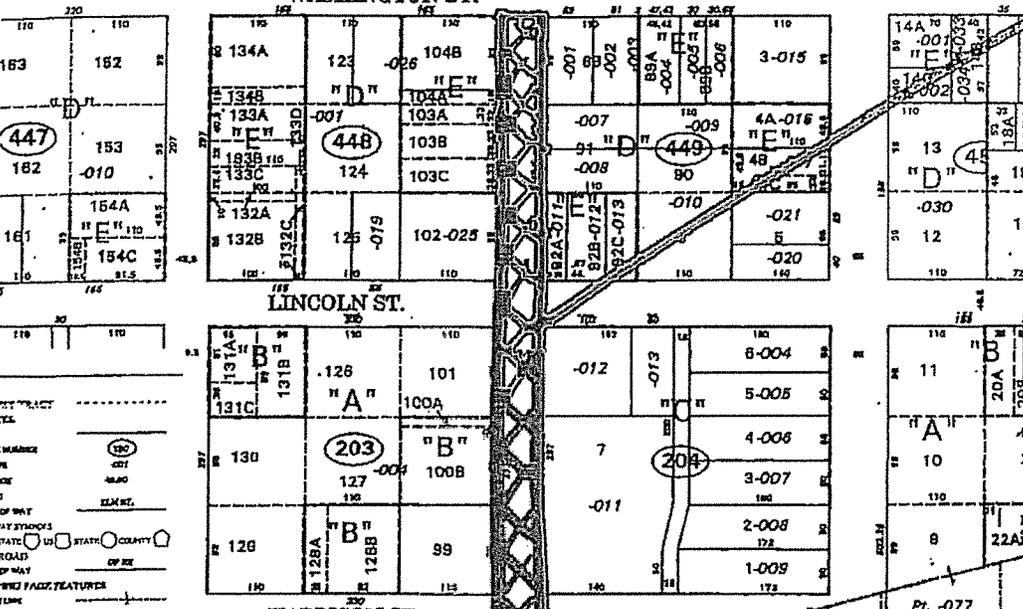
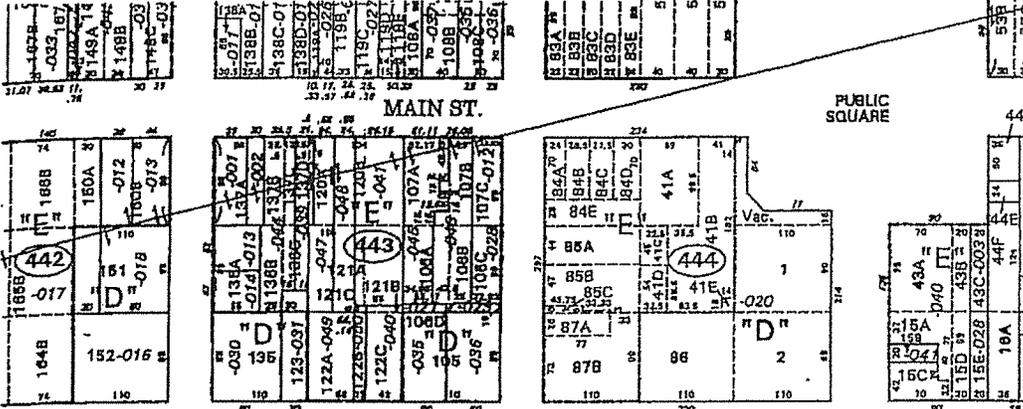


BASE

ALT. 1

ALT. 2

- \*A\* BELLEVILLE (ORIGINAL TOWN)
- \*B\* BELLEVILLE (ORIGINAL TOWN), RESUB.
- \*C\* COLUMBIAN PLACE
- \*D\* CHANDLER & ABEND'S ADD. (PT. VACATED)
- \*E\* BUTLER & REYNOLD'S ADD.
- \*F\* SARGENT'S SOUTH BELLEVILLE
- \*G\* CHANDLER'S ADD.
- \*H\* TOWN HOUSE PLACE, RESUB. & ENLARGEMENT OF
- \*I\* PLAT OF LOTS 47 THRU 50 & 82 SURVEY 37B & SECS. 27 & 28-1N-2W
- \*J\* MEYER'S ADD.
- \*K\* PENSONEAU'S ADD.
- \*L\* MEYER'S 2ND ADD.



**KEEL ENGINEERING, INC.**2815 Ridgeview Lane  
Millstadt, IL 62260

Steven H. Keel, P.E.

Fax/Phone (618)476-9700, Cell (618) 530-4291  
keelengr@htc.net**South First Street Improvements**

Date: 11/12/2012

2 Blocks, Washington to Lincoln to Harrison

**ESTIMATE OF COST****SUMMARY**

Includes projection of cost for construction in 2013

Pay Item	Unit	Quantity	Unit Price	\$ TOTAL
SEEDING CL 1B	ACRE	0.2	13000.00	2,600.00
NIT FERT NUT	POUND	60	4.00	240.00
POT FERT NUT	POUND	60	4.00	240.00
PHOS FERT NUT	POUND	60	4.00	240.00
MULCH METHOD 2	ACRE	0.2	2500.00	500.00
AGGREGATE FOR TEMP ACCESS	TON	75	35.00	2,625.00
HMA SC C N50	TON	342	90.00	30,780.00
INC HMA SURF	TON	20	280.00	5,600.00
PCC DRIVEWAY PAVT 6 SPL	SQ YD	130	80.00	10,400.00
PC CONC SIDEWALK 4 SPL	SQ FT	8133	6.00	48,798.00
HMA SURF REM	SQ YD	3057	2.50	7,642.50
DRIVE PAVT REM	SY	130	23	2,990.00
CURB REM SPL	FOOT	1300	8.00	10,400.00
SIDEWALK REM	SQ FT	8133	1.50	12,199.50
AREA REF CR CON TR	SQ YD	3057	2.5	7,642.50
INLETS ADJ T3 F&G	EACH	4	1500	6,000.00
INLETS ADJ T4 F&G	EACH	6	1500	9,000.00
MANHOLE ADJ T1 FCL	EACH	4	1400	5,600.00
CONCRETE CURB TB SPL	FOOT	1333	24.00	31,992.00
TRAF CONT & PROT SPL	L SUM	1	7500.00	7,500.00
THPL PAVT MARK L&S	SQ FT	16	7.00	112.00
THPL PAVT MARK LINE 4	FOOT	160	2.00	320.00
THPL PAVT MARK LINE 6	FOOT	690	3.00	2,070.00
THPL PAVT MARK LINE 12	FOOT	96	4.00	384.00
RMV & RNSTLL SGNL ASSY	EACH	16	75.00	1,200.00
RMV & RNSTLL MTR PST	EACH	6	120.00	720.00
LOC UNDERGROUND UTIL	EACH	3	800	2,400.00
BRICK SIDEWALK RMV SPL	SQ FT	400	4.00	1,600.00
EARTH EXC SPL	CU YD	334	18.00	6,012.00
BRICK STRUCTURE REM SPL	CU YD	156	20.00	3,120.00
TRENCH BACKFILL	TON	765	20.00	15,300.00
SUB GRAN MAT A 6	SQ YD	390	45.00	17,550.00
Contingency		5%		12,688.88
Construction Cost				266,466.38
Engineering Design		8.00%		21,317.31
<b>TOTAL COST</b>				<b>287,783.69</b>
Option 1, Construction Staking and/or Paint Marking				1,750.00
Option 1, Observation		4.00%		10,658.66
<b>TOTAL COST WITH OPTIONS</b>				<b>\$300,192</b>

Estimate Provided By: Keel Engineering Inc., Steven H. Keel, P.E.

c:\Acad\SHK\Belvi S1st Cost Estimate 11.12.12

**KEEL ENGINEERING, INC.**2815 Ridgeview Lane  
Millstadt, IL 62260

Steven H. Keel, P.E.

Fax/Phone (618)476-9700, Cell (618) 530-4291  
keelengr@htc.net**South First Street Improvements**

1 Block, Harrison to Garfield

Date: 11/12/2012

**ESTIMATE OF COST**

Includes projection of cost for construction in 2013

**SUMMARY**

<u>Pay Item</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>\$ TOTAL</u>
SEEDING CL 1B	ACRE	0.1	13000.00	1,300.00
NIT FERT NUT	POUND	30	4.00	120.00
POT FERT NUT	POUND	30	4.00	120.00
PHOS FERT NUT	POUND	30	4.00	120.00
MULCH METHOD 2	ACRE	0.1	2500.00	250.00
AGGREGATE FOR TEMP ACCESS	TON	25	35.00	875.00
HMA SC C N50	TON	172	90.00	15,480.00
INC HMA SURF	TON	10	280.00	2,800.00
PCC DRIVEWAY PAVT 6 SPL	SQ YD	54	80.00	4,320.00
PC CONC SIDEWALK 4 SPL	SQ FT	4067	6.00	24,402.00
HMA SURF REM	SQ YD	1529	2.50	3,822.50
DRIVE PAVT REM	SY	53	23	1,219.00
CURB REM SPL	FOOT	700	8.00	5,600.00
SIDEWALK REM	SQ FT	4067	1.50	6,100.50
AREA REF CR CON TR	SQ YD	1529	2.5	3,822.50
INLETS ADJ T3 F&G	EACH	2	1500	3,000.00
INLETS ADJ T4 F&G	EACH	3	1500	4,500.00
MANHOLE ADJ T1 FCL	EACH	2	1400	2,800.00
CONCRETE CURB TB SPL	FOOT	667	24.00	16,008.00
TRAF CONT & PROT SPL	L SUM	1	2500.00	2,500.00
THPL PAVT MARK L&S	SQ FT	9	7.00	63.00
THPL PAVT MARK LINE 4	FOOT	90	2.00	180.00
THPL PAVT MARK LINE 6	FOOT	350	3.00	1,050.00
THPL PAVT MARK LINE 12	FOOT	48	4.00	192.00
RMV & RNSTLL SGNL ASSY	EACH	8	75.00	600.00
RMV & RNSTLL MTR PST	EACH	2	120.00	240.00
LOC UNDERGROUND UTIL	EACH	0	800	0.00
BRICK SIDEWALK RMV SPL	SQ FT	200	4.00	800.00
EARTH EXC SPL	CU YD	0	18.00	0.00
BRICK STRUCTURE REM SPL	CU YD	0	20.00	0.00
TRENCH BACKFILL	TON	0	20.00	0.00
SUB GRAN MAT A 6	SQ YD	0	45.00	0.00
Contingency		5%		5,114.23
Construction Cost				107,398.73
Engineering Design		8.00%		8,591.90
TOTAL COST				115,990.62
Option 1, Construction Staking and/or Paint Marking				800.00
Option 1, Observation		4.00%		4,295.95
TOTAL COST WITH OPTIONS				\$121,087

Estimate Provided By: Keel Engineering Inc., Steven H. Keel, P.E.

c:\Acad\SHK\Belt\ S1st Cost Estimate 11.12.12

**KEEL ENGINEERING, INC.**2815 Ridgeview Lane  
Millstadt, IL 62260

Steven H. Keel, P.E.

Fax/Phone (618)476-9700, Cell (618) 530-4291  
keelengr@hlc.net**South First Street Improvements**

Date: 11/12/2012

1 Block, Garfield to Monroe

**ESTIMATE OF COST****SUMMARY**

Includes projection of cost for construction in 2013

Pay Item	Unit	Quantity	Unit Price	\$ TOTAL
SEEDING CL 1B	ACRE	0.1	13000.00	1,300.00
NIT FERT NUT	POUND	30	4.00	120.00
POT FERT NUT	POUND	30	4.00	120.00
PHOS FERT NUT	POUND	30	4.00	120.00
MULCH METHOD 2	ACRE	0.1	2500.00	250.00
AGGREGATE FOR TEMP ACCESS	TON	25	35.00	875.00
HMA SC C N50	TON	172	90.00	15,480.00
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MANHOLE ADJ T1 FCL	EACH	2	1400	2,800.00
CONCRETE CURB TB SPL	FOOT	667	24.00	16,008.00
TRAF CONT & PROT SPL	L SUM	1	2500.00	2,500.00
THPL PAVT MARK L&S	SQ FT	9	7.00	63.00
THPL PAVT MARK LINE 4	FOOT	90	2.00	180.00
THPL PAVT MARK LINE 6	FOOT	350	3.00	1,050.00
THPL PAVT MARK LINE 12	FOOT	48	4.00	192.00
RMV & RNSTLL SGNL ASSY	EACH	8	75.00	600.00
RMV & RNSTLL MTR PST	EACH	2	120.00	240.00
LOC UNDERGROUND UTIL	EACH	0	800	0.00
BRICK SIDEWALK RMV SPL	SQ FT	200	4.00	800.00
EARTH EXC SPL	CU YD	0	18.00	0.00
BRICK STRUCTURE REM SPL	CU YD	0	20.00	0.00
TRENCH BACKFILL	TON	0	20.00	0.00
SUB GRAN MAT A 6	SQ YD	0	45.00	0.00
Contingency		5%		5,114.23
Construction Cost				107,398.73
Engineering Design		8.00%		8,591.90
<b>TOTAL COST</b>				<b>115,990.62</b>
Option 1, Construction Staking and/or Paint Marking				800.00
Option 1, Observation		4.00%		4,295.95
<b>TOTAL COST WITH OPTIONS</b>				<b>\$121,087</b>

Estimate Provided By: Keel Engineering Inc., Steven H. Keel, P.E.

c:\AcadSHK\Belvi S1st Cost Estimate 11.12.12

## Jennifer Starnes

---

**From:** Seeley, Jeff [JSeeley@ameren.com]  
**Sent:** Friday, December 06, 2013 2:09 PM  
**To:** 'Jennifer Starnes'  
**Subject:** RE: 1620 Whitlow  
**Attachments:** doc00707320131127094624.pdf

Jennifer,

Do you want the light pole specifically where it is shaded on the attachment? Installation and maintenance would be cheaper and easier if it were to be located across the street between 1617 and 1621 Whitlow Dr. The most economical way to get power to this pole would be to extend wire from the existing street light pole to the north, between 1625 and 1629. This route may also require the city to do some light tree trimming in front of 1621. This option amounts to \$2,775. The other (more costly) option would be to have an additional pole set in rear easement between 1617 and 1621, and feed the new light pole from the lines in rear easement. Let me know if you need me to pursue a cost estimate for this second option.

Thanks,

JEFF SEELEY :: Field Engineering Representative :: T 618.236.6261 :: C 618.210.2273  
Ameren Illinois :: 1050 West Blvd :: Belleville, IL 62221

**From:** Jennifer Starnes [mailto:jstarnes@belleville.net]  
**Sent:** Wednesday, November 27, 2013 8:45 AM  
**To:** Seeley, Jeff  
**Subject:** FW: 1620 Whitlow

Jeff – can you please provide us with a quote for a streetlight. I have attached an aerial for you to review. Thanks

**From:** Kent Randle [mailto:kent.randle@yahoo.com]  
**Sent:** Wednesday, November 27, 2013 7:10 AM  
**To:** Jennifer Starnes; 'Lillian Schneider'  
**Cc:** dfriedman@belleville.net; tgregowicz@belleville.net  
**Subject:** Re: 1620 Whitlow

I went down Whitlow a couple of different times last night.

There is a light at the corner of Whitlow and Jay. ( It comes on later than the others on the street ).

There is a light between 1629 & 1625 Whitlow.

There is a light between 1608 & 1604 Whitlow.

There is a light at the corner of Whitlow and Stevens.

The middle of Whitlow between 1608 & 1621 has no light. The street is pretty dark in this section. I think the height and density of the trees on the block are a factor.

There are a number of elderly residents on Whitlow that would benefit from additional lighting.

Can we see what Ameren has to say?

Thanks,

Kent

On Tuesday, November 26, 2013 3:46 PM, Jennifer Starnes <[jstarnes@belleville.net](mailto:jstarnes@belleville.net)> wrote:  
Lillian -

I will have an inspector go out and measure. In the meantime, please let me know your thoughts if the area needs more lighting.

Drew -

Can you please measure up this area for the street lighting??

**From:** Lillian Schneider [<mailto:lillian.schneider@att.net>]  
**Sent:** Tuesday, November 26, 2013 3:35 PM  
**To:** 'Kent Randle'; 'Jennifer Starnes'  
**Cc:** 'Tim Gregowicz'  
**Subject:** RE: 1620 Whitlow

Same here are they 200 feet apart?

Lillian Schneider  
Alderwoman at Large  
City of Belleville, Illinois

---

**From:** Kent Randle [<mailto:kent.randle@yahoo.com>]  
**Sent:** Tuesday, November 26, 2013 12:27 PM  
**To:** Jennifer Starnes  
**Cc:** Tim Gregowicz; Lillian Schneider  
**Subject:** Re: 1620 Whitlow

I've left a vm on her home phone. Any idea of the location, costs, ?

Sent from my iPhone

On Nov 26, 2013, at 10:10 AM, "Jennifer Starnes" <[jstarnes@belleville.net](mailto:jstarnes@belleville.net)> wrote:

My apologies...I sent this to Alderman Anthony by mistake.

Alderman Randle -

Please see below email...

---

**From:** Jennifer Starnes [<mailto:jstarnes@belleville.net>]  
**Sent:** Tuesday, November 26, 2013 8:02 AM  
**To:** '[anthony31@charter.net](mailto:anthony31@charter.net)'; 'Lillian Schneider'  
**Cc:** 'Tim Gregowicz'  
**Subject:** 1620 Whitlow

I received an email from the street department stating Heather Kessler, with our police department, is requesting a additional light in her neighborhood. Can you please contact her and let me know how you want me to proceed.

*Reminder: The next Streets and Grades will be on December 16<sup>th</sup>. If you would like to request a street light I would like to contact Ameren no later than December 4<sup>th</sup>.*

Heather Kessler

1620 Whitlow

234-1212 (work)

239-9544 (home)

*Note: Gabby does not have email, therefore, I have not included him.*

**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.

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## Jennifer Starnes

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**From:** Seeley, Jeff [JSeeley@ameren.com]  
**Sent:** Friday, December 06, 2013 12:29 PM  
**To:** 'Jennifer Starnes'  
**Subject:** RE: CITY OF BELLEVILLE ENGINEERING DEPT

No charges to hang a light on this pole.

JEFF SEELEY : : Field Engineering Representative : : T 618.236.6261 : : C 618.210.2273  
Ameren Illinois : : 1050 West Blvd : : Belleville, IL 62221

-----Original Message-----

**From:** Jennifer Starnes [<mailto:jstarnes@belleville.net>]  
**Sent:** Wednesday, November 27, 2013 10:57 AM  
**To:** Seeley, Jeff  
**Subject:** FW: CITY OF BELLEVILLE ENGINEERING DEPT

Jeff -

This light pole is located in the alley behind 45 Missouri. Can you please give us a cost to have the light installed? Thanks

-----Original Message-----

**From:** [bellevillescan@belleville.net](mailto:bellevillescan@belleville.net) [<mailto:bellevillescan@belleville.net>]  
**Sent:** Wednesday, November 27, 2013 12:00 PM  
**To:** [jstarnes@belleville.net](mailto:jstarnes@belleville.net)  
**Subject:** CITY OF BELLEVILLE ENGINEERING DEPT

-----  
CS 4550ci  
[00:c0:ee:88:64:6b]  
-----

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N. MISSOURI AVE

E. MAIN ST

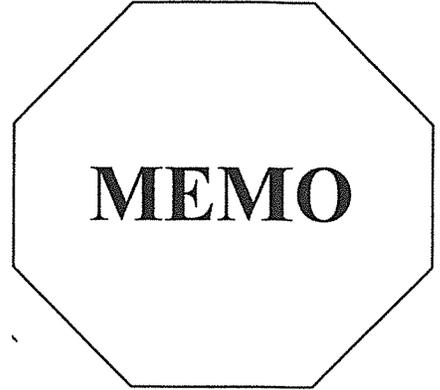
E. 1ST ST

N. VIRGINIA AVE

E. 1ST ST

N. VIRGINIA AVE





To: Dallas Cook, City Clerk

From: Carol Winter CPS, Street Dept.

Date: December 10, 2013

Re: Motions for the December 16, 2013 City Council Meeting

Belleville Street Dept.



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

1. Create no parking, both sides, on N. Church Street, starting at 310' south from Douglas Ave., and ending 415' south from Douglas Ave.

/cw

# DRAFT COPY

**AGENDA**  
CITY OF BELLEVILLE  
ORDINANCE & LEGAL REVIEW COMMITTEE  
SPECIAL MEETING  
MONDAY, DECEMBER 16, 2013 5:00 P.M.  
COUNCIL CHAMBERS

1. Call to Order
2. Chairman to Announce Evacuation Instructions
3. Roll call of Aldermen
  - Alderman James Musgrove (Chairman)
  - Alderman Melinda Hult
  - Alderman Ken Kinsella
  - Alderman Trent Galetti
  - Alderman Jim Davidson
4. Meeting Guests – Chairman Musgrove will allow guests to present their business to the committee at this time. (Please have guests state their name and address for the record.)
5. Approval of previous Meeting Minutes from Ordinance & Legal Review Committee Meeting held on 13 November 2013
6. Chairman – Alderman James Musgrove will address old business, new business, reports, information or comments.
7. Action Items
  - (A) – Consideration of Ordinance concerning automatic extension of enterprise zone
  - (B) – Consideration of Ordinance concerning termination of sales tax TIF
  - (C) – Consideration of Resolution authorizing intervention in appeals before the Illinois Property Tax Appeal Board
  - (D) – Consideration of Resolution authorizing grant of utility easement
  - (E) – Consideration of Resolution authorizing sale of surplus real estate
8. Miscellaneous – Any business, discussion of comments from the Aldermen of the committee
9. Chairman Adjourns Meeting



Monday, November 25, 2014

Dear Dallas Cook,

My name is Ashley Crompton. I am the director of Royal Family Kids' Camp. A non for profit organization that takes 50 plus children in foster care and group homes to a week of camp in June. It's a week where children who have been abused, neglected, and removed from their homes can come and feel love, safe, and a part of a family. It's a week where kids can just be kids and the healing process can begin. Each year we take children from the Illinois side of the Mississippi River throughout Southern Illinois to a week of Royal Family Kids' Camp free of charge. We spend the week tubing, making crafts, singing songs, riding horses, playing games, and so much more. Every night we hold a special event where the kids get to take part in a talent show, science shows, fishing, makeovers, and so much more. One special night we celebrate every campers birthday with cake and presents. Our goal is to spend the week creating positive memories in the lives of these children. For additional information on RFK Camp please visit [www.ilrfkc.org](http://www.ilrfkc.org).

In order to take 50 plus kids to camp this summer we must raise \$30,000. I have been in contact with Jim Schneider planning a 5K race, The Royal Run, in Belleville, IL on Saturday, March 1, 2014 beginning at 8:00A.M. The race would follow the same course as the 9-11 Memorial Walkway 5K Run/Walk. It would begin and end at Optimist Park. I have included the map at the end of this letter. I have contacted the railroad about crossing the tracks on 3rd street by Monroe. Mike Toolen has agreed to run the race for us. I am now seeking approval to hold this event on March 1st at 8:00 A.M. in the Belleville, IL.

If you have any questions please feel free to contact me at 618-267-6745 or via email at [ilrfkc@hotmail.com](mailto:ilrfkc@hotmail.com).

Thank you for your time and I'm looking forward to hearing back from you.

For His Kids,

Ashley Crompton  
618-267-6745  
[ilrfkc@hotmail.com](mailto:ilrfkc@hotmail.com)

# 5K Run/Walk Route Map



East Belleville Bikeway Trail

Rotary Park

East Belleville Bikeway Trail Ends

## Legend

- Run-Walk Route
- - - East Belleville Bikeway Trail
- City Park

**RESOLUTION NO. 3152**

**A RESOLUTION AUTHORIZING THE SALE OF SURPLUS PUBLIC REAL ESTATE**

**Whereas**, this City Council desires to sell the City of Belleville's real estate with improvements (hereinafter referred to as "Property") located at 2210 East Washington Street, Belleville, Illinois, St. Clair County Permanent Parcel No. 08-20-0-222-014, legally described as follows:

**PARTS OF LOTS NO. 4 AND 5 OF "SKAERS SUBDIVISION OF SOUTHWEST PART OF LOT NO. 12 IN SURVEY NO. 746"; REFERENCE BEING HAD TO THE PLAT THEREOF RECORDED IN THE RECORDER'S OFFICE OF ST. CLAIR COUNTY, ILLINOIS IN BOOK OF PLATS "L" ON PAGE 19, MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**BEGINNING THE SURVEY THEREOF AT A POINT ON THE NORTHEASTERLY LINE OF SAID LOT NO. 5, DISTANT 60 FEET SOUTHEASTWARD FROM THE MOST NORTHERLY CORNER OF SAID LOT NO. 4, AND RUNNING THENCE NOTHWESTERLY ALONG THE SOUTHWESTERLY LINE OF WASHINGTON STREET (FORMERLY POINTON AVENUE), A DISTANCE OF 60 FEET TO THE MOST NORTHERLY CORNER OF SAID LOT NO. 4; THENCE SOUTHWESTERLY ALONG THE NOTHWEST LINE OF SAID LOT NO. 4, A DISTANCE OF 92 FEET; THENCE SOUTHESASTWARD AT RIGHT ANGELS TO THE NORTHWEST LINE OF SAID LOT NO. 4, A DISTANCE OF 26 FEET; THENCE EASTWARD A DISTANCE OF 77 FEET TO A POINT LOCATED SOUTHWESTWARDLY 31 FEET, MEASURED ON A LINE RUNNING PARALLEL WITH THE NORHTWEST LINE OF SAID LOT NO. 5, FROM THE POINT OF BEGINNING OF THE PREMISES HEREIN DESCRIBED; THENCE NORTHEASTWARD A DISTANCE OF 31 FEET TO THE POINT OF BEGINNING.**

**EXCEPTING THE COAL UNDERLYING THE SURFACE OF SAID LAND AND ALL RIGHTS AND EASEMENTS IN FAVOR OF THE ESTATE OF SAID COAL.  
SITUATED IN ST. CLAIR COUNTY, ILLINOIS.**

The Property is used as [INSERT USE] and is zoned C-2 Heavy Commercial.

**Whereas**, under Section 11-76-4.1 of the Illinois Municipal Code (65 ILCS 5/11-76-4.1), the City Council desires to authorize staff to consider offers to purchase the aforementioned property and sell same in as-is conditions with all faults, in an amount not less than 80% of the appraised value, through the acceptance of a contract proposal received by December 31, 2013 that is in the best interests of the City of Belleville.

Now, therefore, be it resolved by the City Council of the City of Belleville, Illinois, as follows:

**Section 1.** This City Council does hereby authorize and direct the sale of the Property, in as-is condition with all faults, in an amount not less than 80% of the appraised value, through the acceptance of a contract proposal received by January 15, 2014 that is in the best interests of the City of Belleville.

**Section 2.** The City Clerk is hereby authorized and directed to publish this Resolution in the *Belleville News-Democrat* at the first opportunity following its passage and approval.

**Section 3.** On or before January 15, 2014, contract proposals for the purchase of the aforementioned Property in as-is condition with all faults, may be submitted to the Office of the Mayor, City Hall, 101 South Illinois Street, Belleville, Illinois.

**Section 4.** That the Mayor is authorized and directed to thereafter accept any contract proposal in an amount not less than 80% of the appraised value, that is in the best interests of the City of Belleville, and take any and all actions to close the sale of the Property.

**Section 5.** This Resolution shall be effective immediately upon its passage by the City Council and approval by the Mayor as provided by law.

**PASSED** by the City Council of the City of Belleville, Illinois, on this \_\_\_\_ day of December, 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 \_\_\_\_\_ day of December, 2013.

\_\_\_\_\_  
MAYOR

ATTEST:

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

RESOLUTION NO. 3153

**A RESOLUTION AUTHORIZING INTERVENTION IN APPEALS  
BEFORE THE ILLINOIS PROPERTY TAX APPEAL BOARD**

**Whereas**, this City Council desires to intervene as necessary in appeals before the Illinois Property Tax Appeal Board in which the City of Belleville, Illinois (City) has a revenue interest; and

**Whereas**, Section 1910.60(d) of the Practice and Procedures for Appeals before the Property Tax Appeal Board (86 Ill. Adm. Code 1910(d)) requires that a "Request to Intervene must be accompanied by a copy of the resolution of the governing board of the taxing body authorizing its legal representative to file a Request to Intervene on its behalf."

**Now, therefore**, be it resolved by the City Council of the City of Belleville, Illinois, as follows:

**Section 1.** City Attorney Garrett P. Hoerner is hereby authorized and directed to file a Request to Intervene on the City's behalf to intervene as necessary in appeals before the Illinois Property Tax Appeal Board in which the City has a revenue interest, and take any and all other such actions required to pursue such appeals.

**Section 2.** This Resolution shall be effective immediately upon its passage by the City Council and approval by the Mayor as provided by law.

**PASSED** by the City Council of the City of Belleville, Illinois, on this \_\_\_\_\_ day of December, 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 \_\_\_\_\_ day of December, 2013.

\_\_\_\_\_  
MAYOR

ATTEST:

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

**RESOLUTION NO. 3154**

**A RESOLUTION AUTHORIZING THE GRANT OF A UTILITY EASEMENT**

**Whereas**, Ameren Illinois Company desires a utility easement for an electrical line as set forth in Exhibit A attached; and

**Whereas**, this City Council desires to grant a utility easement for an electrical line as set forth in Exhibit A attached.

**Now, therefore**, be it resolved by the City Council of the City of Belleville, Illinois, as follows:

**Section 1.** The Mayor and City Clerk are hereby authorized and directed to execute the Easement attached as Exhibit A, granting a utility easement to Ameren Illinois Company for an electrical line as set forth therein.

**Section 2.** This Resolution shall be effective immediately upon its passage by the City Council and approval by the Mayor as provided by law.

**PASSED** by the City Council of the City of Belleville, Illinois, on this \_\_\_\_\_ day of December, 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 \_\_\_\_\_ day of December, 2013.

\_\_\_\_\_  
MAYOR

ATTEST:

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

**ORDINANCE NO. 7733**

**AN ORDINANCE PROVIDING FOR THE ANNUAL TAX LEVY UPON REAL ESTATE SITUATED WITHIN THE CORPORATE LIMITS OF THE CITY OF BELLEVILLE, IN THE COUNTY OF ST. CLAIR AND THE STATE OF ILLINOIS, SUBJECT TO TAXATION, FOR THE FISCAL YEAR COMMENCING ON THE 1ST DAY OF MAY, 2013 AND ENDING ON THE 30TH DAY OF APRIL, 2014**

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 it is hereby levied upon all the real estate situated within the corporate limits of the City of Belleville, in the County of St. Clair and State of Illinois, subject to taxation, the sum of \$8,097,137 which said sum shall be raised by taxation upon all of the said real estate according to its purposes, for the current fiscal year and which amount is to defray the expenses of said City in the amount of \$8,097,137 as provided for in its Annual Budget Ordinance for the fiscal year commencing on the 1st day of May, 2013, and ending on the 30th day of April, 2014, which said Budget Ordinance has been heretofore passed and published, according to law, and which said amount of \$8,097,137 to defray the general expenses of said City, as provided for in 65 ILCS 5/8-3-1 (1992), "Illinois Municipal Code", and including also the amount levied for taxes by acts which by their terms provided that such taxes shall be in addition to taxes for general purposes authorized under 65 ILCS 5/8-3-1 et seq., as amended.

**For General Corporate Purposes**

Amount of tax to be levied for general purposes as provided for by, 65 ILCS 5/8-3-1 of the "Illinois Municipal Code", Illinois Revised Statutes, 2008 as amended; and pursuant to the home rule powers of the City of Belleville.

<u>Account Number</u>	<u>Account Title</u>	<u>Amount Budgeted</u>	<u>Amount Levied</u>
3-54910	Claims Payments	3,350,000	
	<b>Total Expenditures</b>	<b>3,350,000</b>	<b>315,000</b>

**SPECIAL TAXES**

**FIREMEN'S PENSION**

For a Firemen's Pension Fund as provided by the "Illinois Pension Code", approved March 18, 1963, (40 ILCS 5/1-101, et seq., as amended) and pursuant to the Home Rule Powers of the City of Belleville.

<b><u>Account Number</u></b>	<b><u>Account Title</u></b>	<b><u>Amount Budgeted</u></b>	<b><u>Amounts Levied</u></b>
5-42110	Fire Service Pensions	1,720,000	
5-42120	Disability Pensions	726,000	
5-42130	Widow Pensions	550,000	
5-53400	Medical Service	3,000	
5-53300	Legal Fees	10,000	
5-53100	Accounting & Auditing	3,200	
5-53700	Data Processing	300	
5-54900	Other Professional Services	10,000	
5-57900	Fees & Permits	5,000	
5-65100	Office Supplies	300	
5-56300	Training	3,500	
	<b>Total Expenditures</b>	<b>3,031,000</b>	<b>2,115,147</b>

**POLICE PENSION**

For a Police Pension Fund as provided by the "Illinois Pension Code", approved March 18, 1963, as amended (40 ILCS 5/1-101, et seq.), and pursuant to the Home Rule Powers of the City of Belleville.

<b><u>Account Number</u></b>	<b><u>Account Title</u></b>	<b><u>Amounts Budgeted</u></b>	<b><u>Amounts Levied</u></b>
8-42110	Service Pensions	2,300,000	
8-42120	Disability Pensions	305,000	
8-42130	Widow Pensions	305,000	
8-53400	Medical Service	3,500	
8-53100	Accounting & Auditing	3,200	
8-53700	Data Processing	600	
8-53300	Legal Fees	15,000	

8-54900	Other Professional Services	50,000	
8-57900	Fees and Permits	7,000	
8-65100	Office Supplies	300	
8-56300	Training	3,500	
	<b>Total Expenditures</b>	<b>2,993,100</b>	<b>2,211,990</b>

### Tort Liability Insurance

For paying the cost of Tort Liability Insurance as provided by the "Local Governmental and Governmental Employees Tort Immunity Act" (745 ILCS 10/1-101 et seq., as amended and pursuant to the Home Rule Powers of the City of Belleville.

<u>Account Number</u>	<u>Account Title</u>	<u>Amounts Budgeted</u>	<u>Amounts Levied</u>
50-59400	Administration Risk Management	59,780	
51-59400	Police Risk Management	305,000	
52-59400	Fire Risk Management	341,600	
53-59400	Streets Risk Management	109,800	
54-59400	Parks Risk Management	19,703	
55-59400	Cemetery Risk Management	17,080	
56-59400	Sanitation Risk Management	191,540	
61-59400	Housing Risk Management	2,440	
87-59400	Maintenance Risk Management	9,760	
	<b>Total Expenditures</b>	<b>1,056,703</b>	<b>625,000</b>

Said amounts of \$625,000 being the amount necessary to be raised by taxation, after deduction of revenue from all sources.

### ILLINOIS MUNICIPAL RETIREMENT FUND

For the contribution of the City of Belleville to the Illinois Municipal Retirement Fund, as provided by the Act of the General Assembly, State of Illinois, creating "The Illinois Municipal Retirement Fund", approved by the 61st General Assembly, as amended, and pursuant to the Home Rule Powers of the City of Belleville.

<u>Account Number</u>	<u>Account Title</u>	<u>Amounts Budgeted</u>	<u>Amounts Levied</u>
11-46100	Social Security	590,000	
11-46200	I.M.R.F.	685,000	
	<b>Total Expenditures</b>	<b>1,275,000</b>	<b>1,250,000</b>

## PLAYGROUND AND RECREATION

For the establishment, maintenance and conduct of a playground and recreation system as provided by the "Illinois Municipal Code", approved May 19, 1961, 65 ILCS 5/11-95-8 (1992), and providing for the levy and collection, annually of not less than one mill on each dollar assessed valuation of all taxable property, within the corporation limits of the municipality and submitted to and approved by the voters of the City of Belleville, at a general municipal election held on April 13, 1945, as amended, and pursuant to the Home Rule Powers of the City of Belleville.

<u>Account</u>		<u>Amount</u>	<u>Amounts</u>
<u>Number</u>	<u>Account Title</u>	<u>Budgets</u>	<u>Levied</u>
7-42100	Salaries-Regular	226,600	
7-42200	Salaries-Part time	219,058	
7-42300	Salaries-Overtime	1,200	
7-45100	Health Insurance	23,900	
7-45300	Unemployment Insurance	1,500	
7-46100	Social Security	34,200	
7-46200	Illinois Municipal Retirement Fund	28,500	
7-51100	Maintenance & Service-Building	1,000	
7-51200	Maintenance & Service-Equipment	4,000	
7-51800	Maintenance & Service-Grounds	2,000	
7-53100	Accounting Service	500	
7-53700	Data Processing	500	
7-54900	Other Professional Services	129,970	
7-55100	Postage	5,000	
7-55200	Telephone	2,000	
7-55300	Publishing	1,200	
7-55400	Printing	3,000	
7-56100	Dues	725	
7-56200	Travel Expense	1,000	
7-56300	Training	1,940	
7-56500	Publications	100	
7-57900	Fees & Permits	9,597	
7-59300	Rentals	12,850	
7-59400	Risk Management	20,740	
7-62900	Maintenance Supplies-Other	1,000	
7-65100	Office Supplies	14,000	
7-65200	Operating Supplies	80,410	
7-83000	Equipment	2,000	
7-92900	Misc. Expense	800	
	<b>Total Expenditures</b>	<b>829,290</b>	<b>370,000</b>

**PUBLIC LIBRARY**

For the maintenance of a Public Library and reading room or rooms as provided by "An Act to authorize cities, villages, incorporated towns and townships to establish and maintain free public libraries and reading rooms", approved March 7, 1872, as amended (75 ILCS 5/1-0.1, et seq., as amended), and pursuant to the Home Rule Powers of the City of Belleville.

<b><u>Account Number</u></b>	<b><u>Account Title</u></b>	<b><u>Amounts Budgeted</u></b>	<b><u>Amounts Levied</u></b>
4-42100	Salaries-Regular	\$579,000	
4-42200	Part Time Salaries	198,200	
4-45100	Health Insurance	100,400	
4-45300	Unemployment Insurance	500	
4-46100	Social Security	59,500	
4-46200	Illinois Municipal Retirement Fund	93,000	
4-51100	Maintenance &Service-Building	3,000	
4-51200	Maintenance &Service-Equipment	20,000	
4-51300	Maintenance & Service Vehicle	200	
4-51700	Maintenance &Service-Office Equipment	12,000	
4-53300	Legal Service	1,000	
4-53100	Accounting Service	1,600	
4-53700	Data Processing Service	45,000	
4-54900	Other Professional Services	20,000	
4-55100	Postage	4,000	
4-55200	Telephone	6,000	
4-56100	Dues	1,000	
4-56200	Travel Expense	2,000	
4-57100	Utilities	30,000	
4-59400	Risk Management	20,240	
4-65100	Office Supplies	3,000	
4-65200	Operating Supplies	10,000	
4-65400	Janitorial Supplies	2,000	
4-83000	Equipment	6,000	
4-87000	Furniture & Fixtures	5,000	
4-87500	Periodicals	20,000	
4-88000	Books	105,000	
4-89000	Other Improvements	128,000	
4-91300	Community Relations	4,800	
4-95200	Bad Debt	250	
	<b>Total Expenditures</b>	<b>1,480,690</b>	<b>1,210,000</b>

Said amounts of \$8,097,137 being the amount necessary to be raised by taxation, after deduction of revenue from all sources.

**SPECIAL SERVICE AREA**

For special services for the Special Service Area No. 3 provided for in Ordinance 6940 of the City of Belleville. Said tax is to be levied only on the real estate set forth in Ordinance 6940 and pursuant to the Home Rule Powers of the City of Belleville.

<b><u>Account Number</u></b>	<b><u>Account Title</u></b>	<b><u>Amounts Budgeted</u></b>	<b><u>Amounts Levied</u></b>
30-54900	Other Professional Services	23,000	
30-57100	Utilities	10,000	
30-59400	Risk Management	3,477	
	<b>Total Expenditure</b>	<b>36,477</b>	<b>36,400</b>

**SPECIAL SERVICE AREA BONDS**

<b><u>Account Number</u></b>	<b><u>Account Title</u></b>	<b><u>Amounts Budgeted</u></b>	<b><u>Amount Levied</u></b>
60-71000	Principal	55,000	
60-72000	Interest	45,032	
60-73000	Fiscal Agent Fees	300	
	<b>Total Expenditure</b>	<b>100,332</b>	<b>97,859</b>

Said amounts of \$97,859 being the amount necessary to be raised by taxation, for the Special Service Area Bond Fund in order to make bond payments as defined in Ordinance 6941 after deduction of revenue from all other sources.

**SECTION 2.** That the City Clerk of the City of Belleville be and is hereby directed to file with the County Clerk of St. Clair County, Illinois, a duly certified copy of this ordinance, as provided by law.

**SECTION 3.** That conflicting ordinances or pertinent portions thereof in force at the time this ordinance shall take effect are hereby repealed.

**SECTION 4.** This levy ordinance is adopted pursuant to the procedures set forth in the Illinois Municipal Code, provided, however, any tax rate limitation or any other substantive limitations as to tax levies in the Illinois Municipal Code in conflict with this ordinance shall not be applicable to this ordinance pursuant to Section 6 of the Article VII of the Constitution of the State of Illinois.

**PASSED** by the City Council of the City of Belleville, Illinois on the 16<sup>th</sup> day of December 2013, on the following roll call vote:

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

Approved by the Mayor of the City of Belleville, Illinois, this 16<sup>th</sup> day of December 2013.

\_\_\_\_\_  
 MARK W. ECKERT, MAYOR

ATTEST:

\_\_\_\_\_  
 DALLAS COOK, CITY CLERK

ORDINANCE NO. 7734

**AN ORDINANCE**

EXTENDING THE AUTHORIZATION TO

Ameren Illinois Company  
d/b/a/ **Ameren Illinois**

ITS SUCCESSORS AND ASSIGNS

TO CONSTRUCT, OPERATE AND MAINTAIN  
A GAS UTILITY SYSTEM

IN THE

**City of Belleville**

COUNTY OF ST. CLAIR

AND

STATE OF ILLINOIS

PASSED \_\_\_\_\_

EXPIRES \_\_\_\_\_

ORDINANCE NO. 7734

AN ORDINANCE RENEWING AN EXISTING FRANCHISE AND GRANTING FOR A PERIOD OF 20 YEARS TO AMEREN ILLINOIS, A CORPORATION, ITS SUCCESSORS AND ASSIGNS, THE FRANCHISE, RIGHT, PERMISSION AND AUTHORITY TO CONSTRUCT, RECONSTRUCT, EXCAVATE FOR, PLACE, REMOVE, EXTEND, MAINTAIN, AND OPERATE A GAS UTILITY SYSTEM IN THE CITY OF BELLEVILLE, COUNTY OF ST. CLAIR AND STATE OF ILLINOIS.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BELLEVILLE, COUNTY OF ST. CLAIR, AND THE STATE OF ILLINOIS, AS FOLLOWS:

SECTION 1 It is the intent of the parties by this Ordinance to extend for an additional term, subject to the terms and conditions here stated, the authorization to Ameren Illinois, its successors and assigns, to construct, operate and maintain a gas utility system within the city as originally authorized by Ordinance No. 2616 approved on November 6, 1963. The parties acknowledge that by so doing they are continuing an existing relationship authorizing the services of a utility for the provision of gas energy and other purposes within the city for the benefit of its citizens and residents as well as other consumers of gas energy located within its corporate limits.

SECTION 2. There is hereby given and granted to Ameren Illinois, its successors and assigns (hereinafter referred to as the "Company"), the right, privilege and authority to construct, operate, maintain and/or extend within the corporate limits, as the same now exists or may hereafter be extended, of the City of Belleville (hereinafter referred to as "Municipality"), a gas utility system for the transmission, distribution and/or sale of gas energy and other purposes (the "System"), together with the right, privilege and authority to lay, erect, construct, install, operate and/or maintain all necessary mains, pipes, valves, equipment and/or other apparatus as may be necessary or convenient for the System, in, upon, along, over, under, through and/or across each and all of the streets, avenues, alleys, bridges, easements, rights of way and/or other public places as agreed upon by both parties.

SECTION 3. All mains, pipes, valves and apparatus shall, so far as practicable, be placed underground and shall be so located and laid as not to interfere unnecessarily with any pipes, conduits, sewers, drains, pavements, public places, or right-of-way existing at the time of such location, and said Company shall forthwith repair any damage caused to such improvements to the satisfaction of the official or officials of said Municipality having charge of the supervision thereof. There shall be no unnecessary obstruction to the streets, avenues, alleys, public places and right-of-way of said Municipality in the laying, installation, operation or maintenance of any of said mains, pipes, valves or other equipment. All facilities of Company in said Municipality shall be installed and maintained in accordance with the applicable rules and regulations of the Illinois Commerce Commission.

When any roadway within a right-of-way shall be graded, curbed, paved or otherwise changed or when there is a relocation of such right-of-way, so as to make the resetting or relocation of any mains, pipes, valves or other equipment placed or installed under this Ordinance necessary, the Company shall make such resetting or relocation, at the Company's

cost and expense. Municipality shall provide the Company with a suitable location for the resetting or relocation of such mains, pipes, valves or other equipment, and the Company's obligation shall be limited to resetting or relocating mains, pipes, valves or other equipment of the same type and configuration as the displaced mains, pipes, valve or other equipment. Company shall make such resetting or relocation within a reasonable time after receiving written notice of the need for the same from the authorized representative of the Municipality, and the establishment by the Municipality of the permanent grade at the new location. Except as expressly stated, nothing in this Section requires the Company to bear responsibility for any costs or expenses to relocate its mains, pipes, valves or other equipment for any other reason or cause.

SECTION 4. When any street, avenue, alley, bridge, easement, right of way and/or other public place, upon which or in which any facilities of Company have been placed, shall be graded, curbed, paved or otherwise changed by the Municipality so as to make the resetting or reconstruction of such facilities necessary, Company shall make such necessary change in construction at no cost to Municipality. Should it become necessary or should the Company desire to use conduits or other similar fixtures, Company shall make application to the Municipality for the establishment of permanent grades and such conduits or other similar fixtures shall not be installed until such permanent grades have been established. The Municipality agrees to establish promptly such permanent grades upon such application.

SECTION 5. The rates to be charged by the Company for gas service rendered under this Ordinance shall be such as are approved from time to time by the Illinois Commerce Commission of the State of Illinois and/or such other duly constituted governmental authority as shall have jurisdiction thereof. All Rules and Regulations of the Illinois Commerce Commission of the State of Illinois applicable to the rights, privileges and authority granted by this Ordinance, in the event of conflict herewith, shall govern.

SECTION 6. As a further consideration for the rights, privileges and authorities granted by this ordinance, the Company shall, in Year 1 of the agreement, furnish municipality compensation in the amount of \$93,000, payable in quarterly amounts of \$23,250 commencing within 30 days of the acceptance of this ordinance by the municipality. In subsequent years payments will be made quarterly, starting within 30 days of the anniversary date of the ordinance, on the following graduated scale: Year 2 - \$96,530 (\$24,135 quarterly); Year 3 - \$100,055 (\$25,015 quarterly); Year 4 - \$103,580 (\$25,895 quarterly); and Year 5 and all remaining years - \$107,100 (\$26,775 quarterly). Municipality may request a revision to the compensation amount after five years from the date of passage of this ordinance if Municipality has a reasonable belief that its population has increased or decreased by 3% or more. Municipality must request the revision at least 60 days prior to the next anniversary date. If Company confirms that the number of customers served by the System within Municipality's corporate limits has increased or decreased by 3% or more, the compensation amount will be revised by that percentage for the next and succeeding payments. Municipality may request similar revisions to compensation amounts under these criteria in additional five year periods throughout the term of this ordinance.

SECTION 7. The rights, privileges and authority hereby granted shall inure to and be vested in Company, its successors and assigns, successively, subject to all of the terms, provisions and conditions herein contained, and each of the obligations hereby imposed upon Company shall devolve and be binding upon its successors and assigns, successively, in the same manner.

SECTION 8. This Ordinance shall confer no right, privilege or authority on Company, its successors or assigns, unless Company shall within ninety (90) days after due notice to the Company of the enactment of this Ordinance, file with the City Clerk an acceptance of the terms and provisions hereof; provided, however, that if such acceptance be not so filed within said period of ninety (90) days, all rights, privileges, and authority herein granted shall become null and void.

SECTION 9. All rights, privileges and authority given and granted by this Ordinance are granted for a term of 20 years from and after the acceptance of this Ordinance as hereinafter provided (the "Initial Term"), and thereafter on a year-to-year basis (each a "Subsequent Term") unless either the Company or Municipality notifies the other in writing of its desire to terminate this Ordinance at least six (6) months prior to the expiration of the Initial Term or any Subsequent Term.

SECTION 10. The Municipality acknowledges that Company is vested in rights, permissions and authority independent of this Ordinance. Neither acceptance of this Ordinance nor compliance with its provisions shall impair in any way or waive any right, permission or authority which Company may have independent of this Ordinance. In addition, neither use by Company of public property or places as authorized by this Ordinance nor service rendered by Company in said Municipality shall be treated as use solely of the rights, permission and authority provided for by this Ordinance and in no way shall indicate non-use of any right, permission or authority vested in the Company independent of this Ordinance. In the event the Municipality vacates any streets, avenues, alleys, easements, rights of way, bridges or other public places during the term of this Ordinance, Municipality agrees to reserve unto Company the rights, privileges and authority herein given and granted to the Company in upon, under, along, over and across each and all of such vacated premises which are at that time in use by the Company.

SECTION 11. All ordinances and parts of ordinances in conflict with this Ordinance or with any of its provisions are, to the extent of such conflict, hereby repealed.

SECTION 12. This Ordinance shall not relieve Company of the obligation to comply with any ordinance now existing in the Municipality or enacted in the future requiring Company to obtain written permits or other approval from the Municipality prior to commencement of construction of facilities within the streets thereof, except Company shall not be required to obtain permits or other approval from the Municipality for the maintenance, upgrading and repair of its facilities. Except in cases of emergency, prior to engaging in any excavation activity that is expected to create an obstruction or other hazardous condition in any street avenue, alley or public place, the Company shall notify Municipality of the location and extent of the planned excavation. In cases of emergency, Company shall notify Municipality of the location and extent of any such activity as soon as practicable after the emergency has been abated.

SECTION 13. If any provision of this Ordinance, or the application of such provision to particular circumstances, shall be held invalid, the remainder of this Ordinance, or the application of such provision to circumstances other than those as to which it is held invalid, shall not be affected thereby.

SECTION 14. If, at any time, during the term of this contract, Municipality permits another entity or person to provide gas distribution or similar services, and Company reasonably believes the other entity or person is granted more favorable treatment, terms, or conditions, then Company shall notify Municipality of such treatment, terms, or conditions. Alternatively, if Municipality reasonably believes the other entity or person grants Municipality more favorable treatment, terms, or conditions, then Municipality shall notify Company of such treatment, terms, or conditions. Upon receipt of such notice, Municipality and Company shall negotiate in good faith to amend this ordinance to provide Company or Municipality such more favorable treatment, terms or conditions on an equivalent basis. Such amendment shall take into consideration all circumstances that distinguish between Company and the entity or person receiving the more favorable or less favorable treatment, terms, or conditions.

SECTION 15. The Company shall be exempt from any special tax, assessment, license, rental or other charge during the term of this Ordinance, on all mains, pipes, valves, equipment and other apparatus placed under the streets, alleys, avenues, bridges, easements, rights of way or other public places within the corporate limits of Municipality.

SECTION 16. This Ordinance shall take effect and the rights, privileges and authority hereby granted and renewed shall vest in Company upon its filing of an acceptance with the City Clerk according to the terms prescribed herein. This Ordinance shall be in full force from and after its passage, approval and ten (10) day period of publication in the manner provided by law.

Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Mayor  
City of Belleville, Illinois

[SEAL]

ATTEST:

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

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

I, \_\_\_\_\_, City Clerk within and for the City of Belleville, in the State and County aforesaid, do hereby certify that:

(1) the foregoing constitutes a full, true and correct copy of Ordinance No. \_\_\_\_\_ of said City as:

(a) introduced before the City Council on the \_\_\_\_ day of \_\_\_\_\_, 2013; and

(b) passed by the City Council and approved by the Mayor on the \_\_\_\_ day of \_\_\_\_\_, 2013, as fully as the same appears of record in my office;

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the City of Belleville, Illinois, at my office in said City this \_\_\_\_ day of \_\_\_\_\_, 2013.

[SEAL]

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

**ACCEPTANCE**

Ameren Illinois, ("Company") in consideration of the rights and privileges granted by Ordinance No. \_\_\_\_\_ of the City of Belleville, Illinois, passed \_\_\_\_\_, A.D. 2013, approved \_\_\_\_\_, A.D. 2013, and entitled "An Ordinance extending the authorization to Company, its successors and assigns, to construct, operate and maintain a gas utility system in the City of Belleville, County of St. Clair and State of Illinois", hereby accepts said Ordinance and all the provisions thereof.

In Witness Whereof, Ameren Illinois, Company as aforesaid has caused these presents to be signed by its President or a Vice President and attested by its Secretary or an Assistant Secretary and its corporate seal to be affixed this \_\_\_\_ day of \_\_\_\_\_, A.D. 2013.

Ameren Illinois

By \_\_\_\_\_  
**Richard J. Mark**  
**President & CEO**

**(Corporate Seal)**

**Attest:**

\_\_\_\_\_  
**Assistant Secretary**

ORDINANCE NO. 7735

**AN ORDINANCE AMENDING ORDINANCE NO. 4135 TO EXTEND  
THE TERM OF THE BELLEVILLE ENTERPRISE ZONE**

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.** Ordinance No. 4135, as amended by Ordinance No. 6611, is hereby further amended such that the duration or term of the Belleville Enterprise Zone shall be consistent with the terms and conditions outlined in the Illinois Enterprise Zone Act (20 ILCS 655/1 *et. seq.*), as amended, commencing on the date of certification by the State as in said Act provided and terminating upon the expiration or non-renewal of the State Enterprise Zone certification as outlined in said Act provided, currently July 1, 2016.

**Section 2.** This Ordinance shall be in full force and effect from and after its passage, approval and publication, in pamphlet form, all as provided by law.

**PASSED** by the City Council of the City of Belleville, Illinois, on this \_\_\_\_ day of December, 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 \_\_\_\_\_ day of December, 2013.

\_\_\_\_\_  
MAYOR

ATTEST:

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

**ORDINANCE NO. 7736**

**AN ORDINANCE AMENDING ORDINANCE NO. 4678  
TO TERMINATE STATE SALES TAX BOUNDARY TIF**

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.** Ordinance No. 4678 is hereby amended such that the State sales boundary and restriction of the deposit and expenditure of municipal and state sales tax increment established thereunder, only, is terminated effective December 31, 2013 in accordance with Section 11-74.4-3.5 of the Illinois Municipal Code (65 ILCS 5/11-74.4-3.5(d)); provided that the tax increment allocation financing for Belleville Tax Increment Redevelopment Project Area Number III shall remain unaffected otherwise.

**Section 2.** The City Administration is hereby authorized and directed to provide notice and take such other actions necessary to effect this Ordinance as required by Section 11-74.4-8 of the Illinois Municipal Code (65 ILCS 5/11-74.4-8).

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

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

	<b><u>AYE</u></b>	<b><u>NAY</u></b>
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 \_\_\_\_\_ day of December, 2013.

\_\_\_\_\_  
MAYOR

ATTEST:

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

ZONING BOARD OF APPEALS, CITY OF BELLEVILLE, ILLINOIS

APPLICATION FOR AMENDMENT: 58-Nov13 - Ehssan (Sammy) Hamdan

ADVISORY REPORT

Application Filed: 10/30/13

58-Nov13 - Ehssan (Sammy) Hamdan - Requesting a Use variance in order to operate a convenient store at 528 N. Douglas Ave. located in an A-1 Single Family Zoning District. (Applicable portion of the zoning code: 60-6-4)

Present Zoning: C-2 Heavy Commercial Zoning District

Meeting Held: Nov. 21, 2013

Publication in News Democrat: Nov. 6, 2013

Supporters: none

Objectors: none

Aldermen Present: Alderman Kinsella

Witnesses having been sworn, evidence presented and the Board fully advised in the premises, the Board makes the following determinations:

- A. The proposed variance is consistent with the general purposes of this Code and
- B. strict application of the district requirements would result in great practical difficulties of hardship to the applicant, and present a reasonable return on the property; and
- C. the proposed variance is the minimum deviation from such requirements that will alleviate the difficulties/hardship, and allow a reasonable return on the property; and
- D. the plight of the applicant is due to peculiar circumstances not of his own making; and
- E. the peculiar circumstances engendering the variance request are not applicable to other property within the district, and therefore, that a variance would be a more appropriate remedy than an amendment (rezoning); and
- F. the variance, if granted, will not alter the essential character of the area where the premises in question are located nor materially frustrate implementation of this municipality's comprehensive plan.

Roger Wigginton made motion to APPROVE the request and seconded by Rebecca Boyer, voting went as follows: Rebecca Boyer-aye, Tim Price-aye, Don Rockwell-aye, Toni Toggias-nay, Roger Wigginton-aye, Steve Zimmerman-aye, Chairman Nollman-aye. The motion carried.

IT IS THEREFORE the recommendation of the Zoning Board of Appeals that the requested Use Variance be APPROVED BY A MAJORITY VOTE OF ALL MEMBERS PRESENT.

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Chairman