

CITY FLAG
DESIGNED BY
FRIEDRICH LANGE
JULY 6th 1864

**CITY COUNCIL AGENDA
CITY OF BELLEVILLE
MARCH 17, 2014 AT 7:00 P.M.**

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 (2-3 MINUTES PER PERSON)
7. PRESENTATIONS, RECOGNITIONS & APPOINTMENTS
 - A. MAYOR ECKERT WILL RECOMMEND THE REAPPOINTMENT OF AUGUST E. WERNER, JR. TO SERVE A THREE YEAR TERM ON THE FIRE PENSION BOARD.
8. READING OF MINUTES
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 FEBRUARY 2014.
 - C. ZONING BOARD OF APPEALS ADVISORY REPORTS:
 1. 6-FEB14 – HENRY H. ROHWEDDER – REQUESTING A SPECIAL USE PERMIT IN ORDER TO CONSTRUCT A 42' X 45' METAL ADDITION ONTO AN EXISTING STRUCTURE AT 5825 WEST STATE ROUTE 161 LOCATED IN A C-2 HEAVY COMMERCIAL

ZONING DISTRICT. (APPLICABLE PORTION OF ZONING CODE:
60-6-50) **ORDINANCE #7754**

It is therefore the recommendation of the Zoning Board of Appeals that the requested Special Use permit be granted by a unanimous vote of all members present.

2. 7-FEB14 – TODD KENNEDY/MAIN STREET BREWING COMPANY – REQUESTING A SPECIAL USE PERMIT FOR A LIQUOR LICENSE AT 4204 WEST MAIN ST. LOCATED IN A C-2 HEAVY COMMERCIAL ZONING DISTRICT. (APPLICABLE PORTION OF ZONING CODE: 60-6-50) ORDINANCE #7755

It is therefore the recommendation of the Zoning Board of Appeals that the requested Special Use permit for a Liquor License in the name of the applicant only be approved by a unanimous vote of all members present.

3. 8-FEB14 – HARVIN ENTERPRISES INC./MAIN STREET MARKET – REQUESTING A SPECIAL USE PERMIT FOR A LIQUOR LICENSE AT 8193 WEST MAIN ST. LOCATED IN A C-2 HEAVY COMMERCIAL ZONING DISTRICT. (APPLICABLE PORTION OF ZONING CODE: 60-6-50) ORDINANCE #7758

It is therefore the recommendation of the Zoning Board of Appeals that the requested Special Use permit for a Liquor License in the name of the applicant only be approved by a majority vote of all members present.

4. 9-FEB14 – TIM & LISSA BOONE – REQUESTING A USE VARIANCE IN ORDER TO OPERATE A WELLNESS STUDIO TO INCLUDE YOGA CLASSES, PERSONAL COACHING, SPECIALIZED PERSONAL TRAINING AND NUTRITIONAL COACHING AT 138 N. MICHIGAN LOCATED IN AN A-1 SINGLE FAMILY ZONING DISTRICT. (APPLICABLE PORTION OF THE ZONING CODE: 60-6-4) ORDINANCE #7756

It is therefore the recommendation of the Zoning Board of Appeals that the requested Use Variance be approved by a unanimous vote of all members present.

5. 10-FEB14 – KHAN SOLUTION, INC/PENN STATION – REQUESTING A SIGN VARIANCE IN ORDER TO PLACE TWO (2) IDENTICAL PROJECTING, NEON SIGNS WITH ONE BEING PLACED ON THE SIDE OF THE BUILDING & THE OTHER PLACED ON THE FRONT, BOTH 64' SQ. FT. EACH AND ONE (1) AWNING TOTALING 14.5 SQ. FT. AT 651 CARLYLE AVE., SUITE H LOCATED IN A C-2 HEAVY COMMERCIAL ZONING DISTRICT. (APPLICABLE PORTION OF ZONING CODE: 53-2-2.) ORDINANCE #7757

It is therefore the recommendation of the Zoning Board of Appeals that the requested Sign Variance be granted by unanimous vote of all members present.

11. ORAL REPORTS FROM STANDING COMMITTEES, SPECIAL COMMITTEES, AND ANY OTHER ORAL REPORTS FROM THE ELECTED OFFICIALS OR STAFF
- A. ALDERMAN HEISLER WILL MAKE A MOTION ON BEHALF OF THE MASTER SEWER COMMITTEE TO APPROVE THE BID FOR EAST WATERSHED SSO RELIEF IMPROVEMENT TO HAIER PLUMBING IN THE AMOUNT OF \$2,224,416.00.
 - B. ALDERMAN HEISLER WILL MAKE A MOTION ON BEHALF OF THE MASTER SEWER COMMITTEE TO ENTER INTO AN AGREEMENT WITH PAYMENT SERVICE NETWORK, INC.
 - C. MOTION TO ALLOW THE CITY TO ENTER INTO A LICENSE AGREEMENT WITH CN RAILROAD TO ALLOW A 50.57" PVC SEWER PIPE IN A 66" STEEL CASING BE INSTALLED FOR A FEE OF \$12,200.00.
 - D. ALDERMAN SILSBY WILL MAKE THE FOLLOWING MOTIONS ON BEHALF OF THE FINANCE COMMITTEE:
 - 1. TO APPROVE AGREEMENT WITH AZAVAR AUDIT SOLUTIONS TO PERFORM REVENUE AUDITS.
 - 2. TO APPROVE THE LOW BIDDER OF H. EDWARDS EQUIPMENT FOR PURCHASE OF STREET DEPARTMENT BACKHOE FOR NET COST AFTER TRADE IN OF \$71,200.
 - 3. TO APPROVE PURCHASE OF NEW ADDITIONAL LIGHTING IN DOWNTOWN SPECIAL SERVICE AREA, AND MOVE FORWARD WITH ORDERING LIGHTS UPON COUNCIL APPROVAL.
 - 4. TO APPROVE CONTRIBUTION OF \$5,000 PER YEAR FOR 5 YEARS TO LEADERSHIP COUNCIL AS A PLEDGE TO HELP MAINTAIN SAFB PRESENCE.
 - E. ALDERMAN SILSBY WILL MAKE A MOTION ON BEHALF OF THE SPECIAL MEETING OF THE FINANCE COMMITTEE TO APPROVE INSURANCE RENEWALS AS FOLLOWS: INSURANCE PROGRAM MANAGERS GROUP (IPMG) AS HEALTH INSURANCE THIRD PARTY ADMINISTRATOR INCLUDING THEIR RECOMMENDATION FOR STOP LOSS AND AGGREGATE CARRIERS, ADVANTICA FOR DENTAL AND VISION COVERAGE, AND STANDARD LIFE FOR LIFE INSURANCE COVERAGE.
 - F. MOTION TO AMEND DEVELOPMENT AGREEMENT WITH M. HUBBARD CONSTRUCTION, INC. FOR THE REMODELING OF THE FACILITY LOCATED AT 107 W. MAIN ST. THE AMENDMENT CONSISTS SOLELY OF AN EXTENSION OF THE PROJECT COMPLETION DATE FROM APRIL

1, 2014 TO JULY 1, 2014. ALL OTHER ASPECTS OF THE AGREEMENT WILL REMAIN AS ORIGINALLY APPROVED.

- G. SOLICITOR LICENSE REQUEST FOR SERENA L. HAGAN TO SOLICIT CABLE, PHONE AND INTERNET THROUGH CHARTER COMMUNICATIONS.
 - H. SOLICITOR LICENSE REQUEST FOR ROBERT E. SIMS SR. TO SOLICIT CABLE, PHONE AND INTERNET THROUGH CHARTER COMMUNICATIONS.
 - I. SOLICITOR LICENSE REQUEST FOR REGINA D. GORDON TO SOLICIT CABLE, PHONE AND INTERNET THROUGH CHARTER COMMUNICATIONS.
12. COMMUNICATIONS FROM MAYOR, CLERK, OR OTHER CITY OFFICIALS
- A. REQUEST TO APPROVE A STREET BANNER PERMIT FOR THE BARBERSHOP HARMONY SHOW TO BE DISPLAYED AT THE NORTH ILLINOIS STREET ENTRANCE TO THE CITY.
 - B. REQUEST FROM GET UP AND GO BIATHLON RACE COMMUNITY TO HOLD THEIR GET UP AND GO BIATHLON STARTING AND FINISHING AT BELLEVILLE WEST HIGH SCHOOL UTILIZING CITY, COUNTY AND STATE ROADWAYS ON AUGUST 31, 2014.
 - C. REQUEST FROM BELLEVILLE SCHOOL DISTRICT #118 TO HOLD THEIR ANNUAL SCHOOL PARADE ON MONDAY, MAY 12, 2014 (RAIN DATE OF May 13, 2014).
 - D. REQUEST FROM THE CITY OF BELLEVILLE CAR SHOW COMMITTEE ASKING TO CONDUCT A CAR CRUISE BETWEEN 6 – 9 PM ON THE FOLLOWING WEEKENDS IN 2014: JUNE 14TH, JULY 12TH, AUG. 9TH AND SEPT. 13TH. THE CRUISE WILL TAKE PLACE ON WEST MAIN STREET, BLOCKS 1, 2, AND 3 AND ON 1ST AND 2ND STREETS IN THOSE AREAS AND IT WILL EXTEND FROM THE SQUARE (WHERE WEST MAIN MEETS THE SQUARE) TO THE FIRESTONE BUILDING ON 3RD & WEST MAIN.
 - E. COMMUNICATION FROM ADAPT4AUTISM REQUESTING PERMISSION TO DECORATE ALL DOWNTOWN LIGHT POSTS WITH BLUE RIBBONS FROM APRIL 1ST TO APRIL 30, 2014, TO SUPPORT AUTISM AWARENESS MONTH.
 - F. REQUEST FROM CATHLEEN LINDAUER, DIRECTOR OF BELLEVILLE ILLINOIS TOURISM, TO HAVE THE 2ND AND 3RD BLOCKS OF EAST MAIN

STREET CLOSED ON APRIL 22, 2014 FROM 5:30 PM TO 7:30 PM FOR THE SOLD OUT PREMIER OF "BELLEVILLE THE MOVIE".

13. PETITIONS
14. RESOLUTION
 - A. RESOLUTION NO. 3176 – A RESOLUTION REQUESTING PERMISSION FROM IDOT TO CLOSE ROUTE 159 FOR THE GREATER BELLEVILLE CHAMBER OF COMMERCE CHILI COOK-OFF FROM 5 PM THURSDAY, OCTOBER 2, 2014 TO 12 AM SUNDAY, OCTOBER 5, 2014
15. ORDINANCES
 - A. ORDINANCE NO. 7754 – A ZONING ORDINANCE IN RE CASE 6-FEB14 – HENRY H. ROHWEDDER – SPECIAL USE PERMIT
 - B. ORDINANCE NO. 7755 – A ZONING ORDINANCE IN RE CASE 7-FEB14 – TODD KENNEDY/MAIN STREET BREWING COMPANY – SPECIAL USE PERMIT
 - C. ORDINANCE NO. 7756 – A ZONING ORDINANCE IN RE CASE 9-FEB14 – TIM & LISA BOONE – USE VARIANCE
 - D. ORDINANCE NO. 7757 – A ZONING ORDINANCE IN RE CASE 10-FEB14 – KHAN SOLUTION, INC/PENN STATION – SIGN VARIANCE
 - E. ORDINANCE NO. 7758 – A ZONING ORDINANCE IN RE CASE 8-FEB14 – HARVIN ENTERPRISES INC./MAIN STREET MARKET – SPECIAL USE PERMIT
16. UNFINISHED BUSINESS
17. MISCELLANEOUS & NEW BUSINESS
 - A. MOTOR FUEL CLAIMS IN THE AMOUNT OF \$47,282.53.
 - B. THE CITY COUNCIL MAY GO INTO EXECUTIVE SESSION TO DISCUSS PERSONNEL, LITIGATION, AND PROPERTY ACQUISITION.
 - C. POSSIBLE MOTIONS AND/OR RESOLUTIONS AUTHORIZING PURCHASE OF REAL ESTATE.

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

UNAPPROVED

CITY OF BELLEVILLE, ILLINOIS
REGULAR CITY COUNCIL MEETING MINUTES
COUNCIL CHAMBERS – CITY HALL
MARCH 3, 2014 – 7:06 PM

City Attorney Garrett Hoerner announced that Mayor Eckert would not be there tonight because he had a death in his family. He stated the corporate authorities needed to elect one of their own as temporary chairman who would have the powers of the presiding officer and as well as the normal right to vote as an alderman. Mr. Hoerner then suggested roll call to verify there is a quorum.

City Clerk Dallas B. Cook called roll. Aldermen present on roll call: Mike Heisler, Ken Kinsella, Melinda Hult, Janet Schmidt, Gabby Rujawitz, Kent Randle, Johnnie Anthony, Jim Davidson, Phillip Silsby, Joseph W. Hayden, Paul Seibert, Bob White, Trent Galetti, James Musgrove, Joe Orlet and Lillian Schneider.

Alderman Schmidt made a motion seconded by Alderman Musgrove to elect Alderman Silsby as temporary chairman of the meeting tonight.

Alderman Hult stated this seems to be pre-determined in advanced and asked how many of the Good Government Party were in the meeting that decided this. . Alderman Hult stated we might have a violation of the Open Meetings Act and asked Alderman Schmidt how she knew to pick Alderman Silsby. There was more discussion between several aldermen.

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

Members voting nay on roll call: Hult and Schneider.

Mr. Hoerner asked Mr. Silsby to take the chair.

Chairman Silsby explained the disaster procedures.

Chairman Silsby announced there will be a joint City Council/Planning Commission/Comprehensive Plan Advisory Committee meeting on April 9, 2014 at 7 pm in the Council chambers.

ROLL CALL DEPARTMENT HEADS

Roll Call Department Heads: City Attorney Garrett Hoerner, Ken Vaughn, Royce Carlisle, Jamie Maitret, Jim Schneider, Leander Spearman, Emily Fultz, Bob Sabo and Debbie Belleville.

ROLL CALL DEPARTMENT HEADS - CONTINUED
MARCH 3, 2014

Police Chief Bill Clay, Fire Chief Tom Pour, Tim Gregowicz and Chuck Schaeffer were excused. Asst. Police Chief James Spargur was in attendance for the Police Chief, J.P. Penet was in attendance for the Fire Chief and Mike Parks was in attendance for Chuck Schaeffer

PLEDGE

Chairman Silsby led everyone in the Pledge of Allegiance to the Flag.

PUBLIC PARTICIPATION

Chairman Silsby 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.

Stewart Lannert of 318 S. 29th St. spoke in reference to his experience several years ago with Lindenwood about a hole by the sidewalk, the resolution for high speed rail, the property requisition item on the agenda and TIF money.

PRESENTATION, RECOGNITION & APPOINTMENTS

Chairman Silsby asked for a motion to approve the appointment of Jay Godt as Waste Water Treatment Plant Pre-treatment Coordinator, effective 7:00 am April 7, 2014.

Alderman Kinsella made a motion seconded by Alderman Schneider to approve the appointment of Jay Godt.

Alderman Hayden asked if Mr. Godt is an existing employee. And he assumes that he is starting now to have a month of training.

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

Alderman Randle voted present.

Chairman Silsby recognized the character word of the month "Perseverance" staying with a task; not giving up.

MINUTES

Alderman Schmidt made a motion seconded by Alderman Heisler to receive and file the minutes of regular City Council meeting held February 18, 2014.

Alderman Galetti stated on Page 12, 2nd paragraph under Unfinished Business, he wasn't there and it should be changed to the alderman that made the comment. Alderman Schmidt asked that we listen to the recording for the wording of her statement on Page 6 paragraph 3.

All members voted aye.

CLAIMS

GENERAL FUND TOTAL	\$ 443,978.44
SEWER OPERATIONS TOTAL	\$ 111,573.00
INSURANCE FUND	\$ 381,746.87
LIBRARY	\$ 34,772.58
PARKS/RECREATION	\$ 16,140.68
MOTOR FUEL TAX FUND.....	\$ 67,844.27
TORT LIABILITY FUND	\$ 235.40
SEWER CONSTRUCTION	\$ 4,088.29
SPECIAL SERVICE AREA	\$ 142.59
LIBRARY GIFT ENDOWMENT.....	\$ 806.90
SALE TAX TIF.....	\$ 3,960.00
TIF #3	\$ 27,740.05
BELLEVILLE, ILLINOIS TOURISM.....	\$ 2,745.96
SSA BOND I&S.....	\$ 291.50
POLICE TRUST.....	\$ 3,719.71
NARCOTICS	\$ 7,003.00
TIF 21 BELLEVALLEY/PHASE 2.....	\$ 15,000.00

Alderman Heisler made a motion seconded by Alderman Seibert 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

TREASURER'S REPORT – CITY OF BELLEVILLE FUNDS & STATEMENT OF CASH AND INVESTMENTS FOR JANUARY 2014.

Alderman Kinsella made a motion seconded by Alderman Schmidt to approve and file this report.

All members voted aye.

REPORTS - CONTINUED
MARCH 3, 2014

Alderman Hult asked Mr. Hoerner about clarification for Zoning and Council on appropriate questions that can be asked. Mr. Hoerner stated he thought there had been training with the Assistant City Attorney. Discussion followed between Emily Fultz and Alderman Hult. Emily stated the questions are outlined in the zoning codes.

1. CASE 11-MAR14 – ECKERT ORCHARDS, INC., REQUESTING A SPECIAL USE PERMIT TO CONSTRUCT A 2,304 SQUARE FOOT METAL BUILDING ADDITION AT 946 GREEN MOUNT ROAD, SPECIFICALLY ON PARCEL 13-01.0-200-001, IN A C-4 COMMERCIAL DISTRICT. (APPLICABLE PORTION OF THE ZONING CODE: 60-6-50.)

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

Alderman Hult asked why when Zoning was just Thursday why this wasn't on Zoning and why it got fast tracked when people who followed the rules were told two weeks. Another family that was there with deadlines of putting up their signs, was told they might get in early but then they were told, you're not going to. Alderman Hult says it gives the appearance of special treatment. Mr. Hoerner said the special meeting was actually scheduled to accommodate the publication period necessary for the zoning amendment of the pawnbrokers. Alderman Hult stated this does not rise to the level to call a special meeting unless there's something we trying to head off.

All members voted aye.

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2. AMENDMENT TO SECTION 60-2-2 OF THE ZONING CODE TO INCLUDE THE TERM "PAWNBROKERS."

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

All members voted aye.

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3. AMENDMENT TO SECTION 60-6-50 OF THE ZONING CODE TO INCLUDE THE TERM "PAWNBROKERS."

Alderman Schmidt 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.

ORAL REPORTS

Alderman Heisler made a motion on behalf of the Master Sewer Committee seconded by Alderman Hayden to approve the LTCP Construction pay request #44 from Korte/Luitjohan and Thouvenot, Wade & Moerchen for a total amount of \$57,852.25.

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 on behalf of the Economic Development & Annexation Committee seconded by Alderman Schmidt to approve a contract with Economic Development Resources regarding an application for a new Enterprise Zone.

Alderman Hayden asked if the application is extensive that we have to pay someone nearly \$65,000 to do it. Eric Schauster explained the new statutes and Enterprise Zones have to be applied for from scratch. It is an extremely competitive process. Alderman Hayden asked if the state committee that reviews these, look at past successes to previous enterprise zones and actual performance of those businesses that got money from the enterprise zone, how successful the businesses were and the abilities of the City to track that success and make them perform to the agreement. If so, Alderman Hayden thinks we might be in trouble. Mr. Schauster stated that just because we have an enterprise zone now, has no bearing on the new applications. Mr. Schauster stated there is no requirement in any statute that he knows of, to track any development agreements. Alderman Hayden asked Mr. Schauster to give a brief synopsis of what an enterprise zone is. Alderman Hayden stated the continuance of the enterprise zone let alone the expansion of the enterprise zone, at this time is not something now he support until he sees better proven evidence that we're actually going to enforce the agreements that we have done in the past and the ability to track them and right now the majority of evidence that he's seen we don't. More discussion followed. Gene Norber from EDR explained the application process.

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

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

Alderman Kinsella made a motion on behalf of the Economic Development & Annexation Committee seconded by Alderman Schmidt to approve a fee schedule for Enterprise Zone expansions.

Eric Schauster explained what the fee schedule is. Alderman Hult asked about the Enterprise Zone boundaries. Mr. Schauster explained the zone can only be 12 square miles.

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

Members voting nay on roll call: Schneider.

ORAL REPORTS - CONTINUED
MARCH 3, 2014

Alderman Anthony made a motion on behalf of the Police and Fire seconded by Alderman Rujawitz to approve an intergovernmental agreement with Southwestern Illinois College for use of the city's firing range.

Alderman Randle asked about Exhibit A referenced in the agreement. Mr. Hoerner stated it's contemplated to be what would be worked out for who's going to pay for what materials and hopefully for joint improvements to the facility. Alderman Randle stated the agreement is back dated to March 1st and runs to Feb. 28, 2015 and asked if SWIC has plans to build their own facility. Mr. Hoerner said not that he is aware of. Alderman Randle asked Royce Carlisle about the parking situation and if the City Police Dept. would be involved in the classes.

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

Alderman Musgrove made a motion on behalf of the Ordinance & Legal Review Committee second by Alderman Seibert to amend Section 7-2-2 Pawnbrokers.

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

COMMUNICATIONS

Alderman Kinsella made a motion seconded by Alderman Schmidt to read the communications as a group.

All members voted aye.

1. Request for a street banner permit for the Belleville Hospitals' Golf and Tennis Classic to be displayed at the North Illinois Street entrance to the city.
2. Request from Belleville Fire Department 2nd Annual Open House at Station 4 on Saturday, April 5, 2014 from 10 am to 2 pm.
3. Request from the Greater Belleville Chamber of Commerce to host their 31st Annual Chili Cook-off event, on the square, on Friday, October 3 and Saturday, October 4, 2014. They asked for the public square to be closed down at 5 pm on Thursday, October 2, 2014 and reopened at midnight on Saturday, October 4, 2014.

COMMUNICATIONS - CONTINUED
MARCH 3, 2014

4. Request from the Greater Belleville Chamber of Commerce to enhance the Chili Cook-off by holding their 2nd Annual Chili Chase 5K & Kids Pepper Dash on Saturday, October 4, 2014 at 9 am.
5. Request from the Gustave Koerner House Restoration Committee to close East Lincoln at South Charles and Abend Street at Mascoutah Avenue for their open house on Saturday, April 5, 2014 from 8 am to 3pm and to have 50 folding chairs and 8 aluminum picnic tables.(This event was previously approved for April 12, 2014)
6. Request from Pitcher's Sports Pub to allow W. Main Street from the Public Square to 2nd Street to remain closed after the St. Patrick's Day Parade on Saturday, March 15, 2014 until 6 pm for their event.

Alderman Kinsella made a motion seconded by Alderman Seibert to approve the communications.

Alderman Hult asked for more information about the Gustave Koerner event.

All members voted aye.

RESOLUTIONS NO 3172, 3173 AND 3174

Alderman Schmidt made a motion seconded by Alderman Galetti to read Resolutions 3172, 3173 and 3174 by title only.

All members voted aye.

- A. **RESOLUTION NO. 3171** - A RESOLUTION OF SUPPORT FOR THE CITY OF BELLEVILLE PROGRAM YEAR 2014 APPLICATION FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDING.

Alderman Anthony made a motion seconded by Alderman Seibert to approve Resolution No. 3171.

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

RESOLUTIONS - CONTINUED
MARCH 3, 2014

- B. RESOLUTION NO. 3172 - A RESOLUTION REQUESTING PERMISSION FROM IDOT TO CLOSE ROUTE 159 FOR THE VETERANS MEMORIAL DAY PARADE ON MAY 26, 2014 FROM 9:30 TO 11:30 AM.

Alderman Seibert made a motion seconded by Alderman Schneider to approve Resolution No. 3172.

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

- C. RESOLUTION NO. 3173 – A RESOLUTION REQUESTING PERMISSION FROM IDOT TO CLOSE ROUTE 159 FOR THE VETERAN'S DAY MEMORIAL CEREMONY ON NOVEMBER 11, 2014 FROM 8:00 AM TO 1:00 PM.

Alderman Seibert made a motion seconded by Alderman Galetti to approve Resolution No. 3173.

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

- D. RESOLUTION NO. 3174 - A RESOLUTION IN SUPPORT OF THE RIVERBRIDGE DISTRICT HIGH SPEED RAIL STATION IN EAST ST. LOUIS AS PART OF THE ILLINOIS HIGH SPEED RAIL INITIATIVE.

Alderman Anthony made a motion seconded by Alderman Schmidt to approve Resolution No. 3174.

Alderman Hayden asked where this resolution came from. Chairman Silsby said it was his understanding that E. St. Louis asked for our support. Discussion followed between Alderman Anthony, Alderman Hult and Alderman Hayden

Alderman Hayden made a motion seconded by Alderman Hult to postpone and send to Economic Development Committee for discussion.

Discussion followed

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

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

RESOLUTIONS - CONTINUED
MARCH 3, 2014

Alderman White stated it is not going to be high speed train especially if additional stops keep being added. Alderman White also stated the nearest business model to compare to is Amtrak which hasn't made money but we keep dumping money into it that this country, state and county don't have. Alderman Hult spoke in reference to an article in the St. Louis Post Dispatch. Alderman Hult encouraged her colleagues to vote no. Alderman Hayden stated he is saddened that his colleagues didn't send to committee. Alderman Hayden stated there are a lot of public questions and by voting no tonight he isn't going to have egg on his face with the public.

Vote on original motion.

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

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

E. RESOLUTION NO. 3175 – AN IDOT PERMIT RESOLUTION REGARDING A SEWER LINE WITHIN THE RIGHT OF WAY OF SBI ROUTE 161 (SHERMAN STREET)

Alderman Heisler made a motion seconded by Chairman Silsby to approve Resolution No. 3175.

Alderman Hult stated she didn't receive the resolutions or ordinances in her packet and asked if there was a time frame. Royce Carlisle stated basically the time frame is to assure the Dept. of Transportation that we're going to put in sewer line under the road as planned.

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

ORDINANCE NO 7751 to 7753

Alderman Schmidt made a motion seconded by Alderman Schneider to have Ordinance No. 7751, 7752 and 7753 read by title only.

All members voted aye.

ORDINANCES - CONTINUED
MARCH 3, 2014

ORDINANCE NO. 7751 – A ZONING ORDINANCE IN RE CASE #11MAR14 – ECKERT ORCHARDS INC.

Alderman Schmidt made a motion seconded by Alderman White to approve Ordinance No. 7751.

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

ORDINANCE NO. 7752 – AN ORDINANCE AMENDING CHAPTER 7 (BUSINESS LICENSES) AND CHAPTER 60 (ZONING) OF THE REVISED CODE OF ORDINANCES OF BELLEVILLE, ILLINOIS, AS AMENDED, BY AMENDING PORTIONS OF SECTIONS THEREOF

Alderman Schmidt made a motion seconded by Alderman Davidson to approve Ordinance No. 7752.

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

ORDINANCE NO. 7753 – 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 Seibert made a motion seconded by Alderman Hayden to approve Ordinance No. 7753.

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

UNFINISHED BUSINESS

Alderman Schneider stated she thinks we should have someone set permanently for chain of command in the future. Mr. Hoerner stated the statutes have provisions for mayor pro-tem and temporary chairman. Mr. Hoerner doesn't think it needs to be addressed by ordinance. Discussion followed.

Alderman Randle thanked Chairman Silsby for his service tonight and asked if they could move forward.

UNFINISHED BUSINESS - CONTINUED
MARCH 3, 2014

Alderman Heisler told Chairman Silsby, job well done

Alderman Schmidt asked what is the purpose of committees if it comes to council and is debated more.

MISCELLANEOUS & NEW BUSINESS

Alderman Seibert made a motion seconded by Alderman Hayden to approve Motor Fuel Tax claims of \$67,844.27.

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

ADJOURNMENT

Alderman Schmidt made a motion seconded by Alderman Schneider to adjourn at 8:43pm.

All members voted aye.

Dallas B. Cook, City Clerk

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	\$ 188.00	\$ 45.00	\$ 75.00			\$ 1,263.00
PLUMBING FEES	\$ 62.00	\$ 193.00	\$ 276.00	\$ 252.00	\$ 388.00	\$ 345.00	\$ 205.00	\$ 388.00	\$ 497.00	\$ 250.00			\$ 2,836.00
ELECTRICAL FEES	\$ 2,105.00	\$ 2,005.00	\$ 1,860.00	\$ 1,615.00	\$ 2,560.00	\$ 1,890.00	\$ 1,420.00	\$ 1,395.00	\$ 1,255.00	\$ 1,370.00			\$ 17,475.00
ELECTRICAL LICENSE FEES	\$ 850.00	\$ 100.00	\$ 100.00					\$ 100.00					\$ 1,200.00
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	\$ 360.00	\$ 45.00	\$ 938.00			\$ 51,857.00
DEMOLITION PERMITS	\$ 50.00	\$ 100.00			\$ 150.00	\$ 200.00	\$ 150.00	\$ 50.00	\$ 150.00	\$ 100.00			\$ 950.00
HOME OCCUPATION PERMITS	\$ 100.00	\$ 100.00	\$ 200.00	\$ 100.00	\$ 150.00	\$ 150.00	\$ 50.00		\$ 100.00	\$ 300.00			\$ 1,250.00
SIGN PERMITS	\$ 127.18	\$ 30.00	\$ 95.00	\$ 95.00	\$ 30.00	\$ 82.25	\$ 67.00	\$ 105.00	\$ 287.00	\$ 477.75			\$ 1,396.18
CODE BOOKS													\$ -
BOCA CODE BOOK													\$ -
CRIME FREE HOUSING					\$ 3,575.00	\$ 54,125.00	\$ 47,200.00	\$ 6,880.00	\$ 3,775.00	\$ 3,325.00			\$ 118,850.00
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	\$ 8,600.00	\$ 8,700.00	\$ 11,600.00			\$ 111,875.00
HOUSING INSPECTIONS	\$ 12,540.00	\$ 12,240.00	\$ 15,420.00	\$ 13,730.00	\$ 15,530.00	\$ 13,920.00	\$ 10,190.00	\$ 7,680.00	\$ 11,160.00	\$ 11,210.00			\$ 123,620.00
EXCAVATION PERMIT		\$ 20.00	\$ 410.00	\$ 50.00	\$ 75.00	\$ 355.00	\$ 150.00	\$ 20.00	\$ 10.00	\$ 20.00			\$ 1,110.00
COMBINATION PERMITS	\$ 3,694.00	\$ 3,254.00	\$ 3,207.00	\$ 13,788.00	\$ 1,979.66	\$ 1,319.00	\$ 7,537.00	\$ 6,060.00	\$ 2,318.00	\$ 1,663.00			\$ 44,809.66
DUMPSTER PERMIT	\$ 100.00	\$ 50.00	\$ 100.00	\$ 50.00	\$ 50.00	\$ 100.00			\$ 100.00	\$ 150.00			\$ 700.00
REFUSE CONTAINER FEE	\$ 250.00	\$ 450.00	\$ 500.00	\$ 400.00	\$ 250.00	\$ 200.00	\$ 700.00	\$ 450.00	\$ 400.00	\$ 750.00			\$ 4,350.00
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	\$ 1,281.00	\$ 1,060.00	\$ 1,420.00			\$ 18,116.00
SEWER TAP-IN FEES	\$ 19,375.00	\$ 31,850.00	\$ 18,525.00	\$ 32,175.00	\$ 25,790.00	\$ 4,325.00	\$ 24,575.00	\$ 17,100.00	\$ 32,825.00	\$ 7,450.00			\$ 213,950.00
SEWER TAP-IN INSPECTION	\$ 670.00	\$ 1,120.00	\$ 950.00	\$ 1,470.00	\$ 1,100.00	\$ 600.00	\$ 4,840.00	\$ 700.00	\$ 14,900.00	\$ 500.00			\$ 26,850.00
TOTAL COLLECTED	\$ 57,628.18	\$ 65,687.00	\$ 57,364.00	\$ 82,092.00	\$ 65,357.66	\$ 94,027.25	\$ 149,751.00	\$ 51,327.00	\$ 77,627.00	\$ 41,646.75			\$ 742,507.84

SYS DATE 031314
[GSCI]

CITY OF BELLEVILLE
STATEMENT OF CASH AND INVESTMENTS
AS OF THE MONTH & YEAR 02/14

SYS TIME 13:35

NAME OF FUND	CASH ON HAND	INVESTMENTS	FUNDS AVAILABLE
GENERAL FUND	1,390,978.67	1,004,185.59	2,395,164.26
PARKS PROJECT FUND	46,863.82	75,084.09	121,947.91
INSURANCE FUND	89,657.05	0.00	89,657.05
LIBRARY	592,263.90	400,448.50	992,712.40
PAYROLL ACCOUNT	45,987.80	0.00	45,987.80
PLAYGROUND AND RECREATION	473,004.65	600,672.77	1,073,677.42
TAX INCREMENT FINANCING DIST. 1	5,478.96	0.00	5,478.96
TAX INCREMENT FINANCING DIST. 2	77,422.64	30,033.41	107,456.05
RETIREMENT FUND	98,294.75	19.34	98,314.09
MOTOR FUEL TAX FUND	720,646.92	100,112.06	820,758.98
FOUNTAIN FUND	4,408.69	0.00	4,408.69
TORT LIABILITY FUND	145,819.66	29.02	145,848.68
WALNUT HILL FUTURE CARE FUND	4,895.16	226,797.44	231,692.60
SEWER OPERATION & MAINTENANCE	1,164,371.92	2,502,803.26	3,667,175.18
SEWER REPAIR & REPLACEMENT FUND	320,954.62	500,560.65	821,515.27
SEWER CONSTRUCTION FUND	2,010,752.53	2,502,825.73	4,513,578.26
SEWER BOND AND INTEREST FUND	596,803.26	1,001,121.27	1,597,924.53
SPECIAL SERVICE AREA	34,453.18	150,168.12	184,621.30
WORKING CASH FUND	2,352.03	370,414.89	372,766.92
LIBRARY - GIFT ENDOWMENT	5,026.14	25,027.98	30,054.12
TAX INCREMENT FINANCING DIST #3	5,434,217.50	3,528,952.67	8,963,170.17
TAX INCREMENT FINANCING DIST. 4	5,845.53	20,022.28	25,867.81
CAPITAL PROJECTS FUND	115.67	0.00	115.67
BELLEVILLE ILLINOIS TOURISM	3,287.95	10,011.11	13,299.06
TIF 8 (DOWNTOWN SOUTH)	231,775.65	200,224.25	431,999.90
TIF 9 (SOUTHWINDS ESTATE)	166,851.50	200,224.25	367,075.75
TIF 10 (LOWER RICHLAND CREEK)	1,188,034.24	500,560.65	1,688,594.89
TIF 11 (INDUSTRIAL JOB RECOVERY)	46,759.29	50,056.14	96,815.43
TIF 12 (SHERMAN STREET)	175,319.44	50,056.14	225,375.58
TIF 13 (DRAKE ROAD)	20,630.19	100,112.06	120,742.25
TIF 14 (ROUTE 15 EAST)	136,803.18	150,168.12	286,971.30
TIF 15 (CARLYLE GREENMOUNT)	3,993,499.48	0.00	3,993,499.48
TIF 16 (ROUTE 15 WEST CORRIDOR)	5,053.75	0.00	5,053.75

SYS DATE 031314
[GSCI]

CITY OF BELLEVILLE
STATEMENT OF CASH AND INVESTMENTS
AS OF THE MONTH & YEAR 02/14

SYS TIME 13:35

NAME OF FUND	CASH ON HAND	INVESTMENTS	FUNDS AVAILABLE
SPECIAL SERVICE AREA RESERVE ACC	2,947.55	110,123.29	113,070.84
SPECIAL SERVICE AREA BONDS, I&S	33,953.78	100,111.92	134,065.70
2011 TIF BONDS I & S	255,511.41	0.00	255,511.41
2011 Bond Fund I & S	372,312.24	500,560.65	872,872.89
POLICE TRUST	25,259.29	40,044.81	65,304.10
NARCOTICS	82,651.11	50,056.14	132,707.25
LOCAL LAW ENFORCEMENT BLOCK GRAN	50,070.91	0.00	50,070.91
TIF 17 (EAST MAIN STREET)	79,240.91	50,056.14	129,297.05
TIF 18 (SCHEEL STREET)	62,787.31	20,022.28	82,809.59
TIF 19 (FRANK SCOTT PARKWAY)	2,657,013.47	0.00	2,657,013.47
TIF 20 - RT. 15 / S. GREEN MT	37,429.49	25,027.97	62,457.46
TIF 21 - BELLE VALLEY / PHASE II	106,886.29	0.00	106,886.29
	<u>23,004,693.48</u>	<u>15,196,694.99</u>	<u>38,201,388.47</u>
TOTALS	<u>23,004,693.48</u>	<u>15,196,694.99</u>	<u>38,201,388.47</u>

GENERAL FUND

01

CASH

CASH IN BANK	\$ 1,564,544.97
CASH IN BANK-CONTINENTAL MAGNA	0.00
CASH IN BANK-RICHLAND CREEK FLOO	26,115.19
CASH IN BANK-EPAY	12,770.52
CASH IN BANK-IKE GRANT/WAGNER	0.00
PETTY CASH	1,425.00
HISTORICAL PRESERVATION-SAVINGS	3,064.13
INVESTMENTS	<u>1,000,837.88</u>
	\$ 2,608,757.69

CASH BALANCE, FEBRUARY 1, 2014

\$ 2,608,757.69

RECEIPTS

UTILITY TAX	\$ 378,571.63
LIQUOR LICENSE	20.00
BUSINESS LICENSE	250.00
FRANCHISE FEES	155,177.10
LIQUOR APPLICATION FEE	500.00
BUILDING & SIGN PERMITS	7,340.75
ELECTRICAL PERMITS	1,210.00
ELECTRICAL LICENSE FEE	25.00
PLUMBING PERMITS	219.00
HVAC PERMITS	75.00
OCCUPANCY PERMITS	11,500.00
BUSINESS OCCUPANCY PERMITS	1,200.00
HOUSING INSPECTION FEES	10,800.00
CRIME FREE HOUSING	3,400.00
FIRE INSPECTION FEES	3,862.50
EXCAVATION PERMITS	20.00
PARKING PERMITS	1,176.00
SALES TAX	477,563.88
LEASED CAR TAX	674.04
TELECOMMUNICATIONS TAX	114,623.21
PARKWAY NORTH BUS DIST SALE TAX	2,294.41
LOCAL USE TAX	63,665.82
HOME RULE SALES TAX	183,028.16
GAMING FEES	13,282.20
COURT FINES	9,319.80
POLICE DEPT VEHICLE DIST.	1,869.81
DUI ENFORCEMENT DISTRIBUTION	1,968.42
VEHICLE TOW RELEASE FEES	11,500.00
S.O. REGISTRATION FEES	100.00
PARKING FINES	2,450.00
METER COLLECTIONS	3,869.31
TRASH DISPOSAL CHARGES	246,623.19
TRASH TOTES	800.00
CEMETERY INCOME - BURIALS	4,750.00
CEMETERY INCOME-SALE LOTS/GRAVES	1,147.50
CEMETERY INCOME - ENDOWED CARE	202.50
CEMETERY INCOME-TRSF INTERMENT R	75.00
LIEN FEES	140.00
GARAGE PARKING	216.00
WEED CUTTING SERVICES	3,433.00
OTHER SALES & SERVICES	2,841.00
INTEREST INCOME	415.09
RENTAL INCOME	1,700.00

GENERAL FUND

01

LEASE'S-SPRINT TOWER	1,516.67
LEASE'S-OTHER	1,725.50
DONATIONS-HISTORIC PRESERVATION.	0.19
REIMB. ADMINISTRATION	1,642.00
REIMB. POLICE DEPARTMENT	24,994.96
REIMB. STREET DEPARTMENT	3,240.94
REIMB. PARKS DEPARTMENT	130.42
REIMB. HEALTH & SANITATION	1,715.98
REIMB. HEALTH & HOUSING	2,192.25
REIMB. MAINT. DEPT.	852.00
REIMB. POSTAGE	1,662.20
RECYCLING INCOME	105.80
EPAYABLE PROCESSING INCOME	4,444.60
MISCELLANEOUS INCOME	<u>16.36</u>

\$ 1,768,139.19

TOTAL RECEIPTS

\$ 1,768,139.19

TOTAL CASH AVAILABLE

\$ 4,376,896.88

DISBURSEMENTS

ADMINISTRATION

SALARIES - REGULAR	\$ 28,510.08
HOSPITAL INSURANCE	765.31
RETIREES HEALTH INSURANCE	22,339.34
MAINTENANCE & SERVICE - EQUIP.	1,545.21
OTHER PROFESSIONAL SERVICES	3,438.54
POSTAGE	10,201.99
TELEPHONE	5,013.60
PUBLISHING	77.88
UTILITIES	26,907.60
STREET LIGHTING	32,613.90
FEES & PERMITS	401.50
RENTALS	1,103.39
RISK MANAGEMENT	10,466.04
OPERATING SUPPLIES	3,137.97
INTEREST PKWY NORTH NOTES	6,122.38
FISCAL AGENT FEES	21.14
HISTORICAL PRESERVATION	500.00-
DISASTER EXPENSES	1,320.00

POLICE DEPARTMENT

POLICE SALARIES-REGULAR	469,010.72
SALARIES - PART-TIME	1,905.75
SALARIES - OVERTIME	39,289.67
HOSPITAL INSURANCE	74,747.67
MAINTENANCE SERVICE - EQUIPMENT	4,805.48
MAINTENANCE SERVICE - VEHICLES	7,645.96
OTHER PROFESSIONAL SERVICES	1,992.00
TELEPHONE	2,353.76
PRINTING	140.00
DUES	1,465.00
TRAVEL EXPENSE	67.38
TRAINING	8,395.00
RENTALS	4,952.15
RISK MANAGEMENT	53,398.17

GENERAL FUND

01

OFFICE SUPPLIES	1,615.90
OPERATING SUPPLIES	2,251.72
AUTOMOTIVE FUEL/OIL	14,037.73
EQUIPMENT	823.50

FIRE DEPARTMENT

SALARIES - REGULAR	339,363.72
SALARIES - OVERTIME	13,976.23
HOSPITAL INSURANCE	49,789.01
MAINTENANCE SERVICE - EQUIPMENT	5,206.52
MAINTENANCE SERVICE - VEHICLES	5,378.57
TELEPHONE	1,270.50
DUES	10.00
TRAINING EXPENSE	4,090.81
RENTALS	428.51
RISK MANAGEMENT	59,805.95
MAINT/SUPPLIES EQUIPMENT	32.99
OFFICE SUPPLIES	688.02
OPERATING SUPPLIES	1,504.16
JANITORIAL SUPPLIES	2,308.70
AUTOMOTIVE FUEL/OIL	3,780.59
EQUIPMENT	4,489.72
MISCELLANEOUS EXPENSE	303.25

STREETS

SALARIES - REGULAR	71,156.79
SALARIES - PART TIME	3,040.00
SALARIES - OVERTIME	22,296.76
HEALTH INSURANCE	18,501.65
MAINTENANCE SERVICE - EQUIPMENT	3,447.44
MAINTENANCE SERVICE - VEHICLES	531.31
OTHER PROFESSIONAL SERVICES	350.99
TELEPHONE	716.51
LANDFILL FEES	30.00
RENTALS	128.21
RISK MANAGEMENT	19,223.34
MAINTENANCE SUPPLIES- EQUIPMENT	2,995.29
MAINTENANCE SUPPLIES - VEHICLES	351.34
MAINTENANCE SUPPLIES - STREETS	1,908.53
MAINTENANCE SUPPLIES-TRAFFIC CON	633.26
OFFICE SUPPLIES	21.39
OPERATING SUPPLIES	412.58
AUTOMOTIVE FUEL/OIL	17,015.70

PARKS DEPARTMENT

SALARIES - REGULAR	20,036.30
SALARIES - PART TIME	6,603.63
SALARIES - OVERTIME	501.79
HOSPITAL INSURANCE	1,117.27
MAINTENANCE SERVICE - EQUIPMENT	541.11
MAINTENANCE SERVICE - GROUNDS	65.00
OTHER PROFESSIONAL SERVICES	347.93
POSTAGE	554.17
TELEPHONE	1,189.48
PUBLISHING	86.73
UTILITIES	3,430.14
RENTALS	280.00

GENERAL FUND

01

RISK MANAGEMENT 3,449.52
MAINT/SUPPLIES EQUIPMENT 1,275.18
MAINT/SUPPLIES VEHICLES 1,038.54
OPERATING SUPPLIES 406.86
AUTOMOTIVE FUEL/OIL 1,833.74
EQUIPMENT 2,464.90

CEMETERY DEPARTMENT

SALARIES - REGULAR 11,543.64
SALARIES - OVERTIME 432.89
HOSPITAL INSURANCE 2,409.37
UNEMPLOYMENT INSURANCE 275.00
MAINTENANCE SERVICE - EQUIPMENT 715.56
TELEPHONE 146.06
RISK MANAGEMENT 2,990.30
OPERATING SUPPLIES 526.08
AUTOMOTIVE FUEL/OIL 3,063.15

HEALTH & SANITATION

SALARIES - REGULAR 61,007.26
SALARIES - OVERTIME 6,484.60
HOSPITAL INSURANCE 10,483.58
MAINTENANCE SERVICE - VEHICLES 10,871.30
TELEPHONE 792.70
LANDFILL FEES 39,908.90
FEES & PERMITS 362.10
RISK MANAGEMENT 33,534.05
MAINTENANCE SUPPLIES - VEHICLE 5,057.60
OFFICE SUPPLIES 22.83
OPERATING SUPPLIES 920.79
AUTOMOTIVE FUEL/OIL 10,796.34

POLICE & FIRE COMM.
LEGAL DEPARTMENT

SALARIES - REGULAR 12,558.48
HOSPITAL INSURANCE 4.91
POSTAGE 325.00
PRINTING 351.00

HEALTH & HOUSING

SALARIES - REGULAR 38,163.10
SALARIES - PART TIME 8,896.98
SALARIES - OVERTIME 133.96
HOSPITAL INSURANCE 7,049.33
MAINTENANCE SERVICE - VEHICLES 163.80
OTHER PROFESSIONAL SERVICES 150.00
TELEPHONE 455.74
TRAVEL EXPENSE 164.12
FEES & PERMITS 20.00
RISK MANAGEMENT 427.19
OFFICE SUPPLIES 738.21
AUTOMOTIVE FUEL/OIL 654.98

PLANNING & ECONOMIC DEVELOPMENT

SALARIES - REGULAR 15,538.04
HOSPITAL INSURANCE 2,569.61
TELEPHONE 60.03

GENERAL FUND

01

DUES	380.00
TRAVEL EXPENSE	237.80
TRAINING	2,356.00
OFFICE SUPPLIES	47.19
OPERATING SUPPLIES	54.22

MAYOR

SALARIES - REGULAR	12,702.17
HOSPITAL INSURANCE	3,136.99
TELEPHONE	97.62
DUES	130.00
TRAVEL EXPENSE	22.00
OPERATING SUPPLIES	64.97
AUTOMOTIVE FUEL/OIL	123.27

FINANCE

SALARIES - REGULAR	11,471.10
HOSPITAL INSURANCE	1,785.05
OFFICE SUPPLIES	529.21

HUMAN RESOURCES/COMMUNITY DEV

SALARIES - REGULAR	10,154.44
HOSPITAL INSURANCE	967.36
MEDICAL SERVICE	252.00
OTHER PROFESSIONAL SERVICES	47.95

CLERKS

SALARIES - REGULAR	18,622.12
HOSPITAL INSURANCE	2,987.53
OFFICE SUPPLIES	58.56
OPERATING SUPPLIES	916.16

TREASURER

SALARIES - REGULAR	8,320.74
HOSPITAL INSURANCE	1,398.27
OFFICE SUPPLIES	6.95

MAINTENANCE

SALARIES - REGULAR	31,645.36
HOSPITAL INSURANCE	5,994.15
MAINTENANCE SERVICE - BUILDING	847.43
MAINTENANCE SERVICE - POLICE	168.00
MAINTENANCE SERVICE - HOUSING	40.00
MAINTENANCE SERVICE - PARKS/REC	39.89
MAINTENANCE SERVICE - EQUIPMENT	74.70
MAINTENANCE SERVICE - VEHICLES	1,349.48
MAINTENANCE SERVICE - GROUNDS	107.44
TELEPHONE	251.34
RISK MANAGEMENT	1,708.74
OFFICE SUPPLIES	41.28
JANITORIAL SUPPLIES	178.46
AUTOMOTIVE FUEL/OIL	399.53

ENGINEERING

SALARIES - REGULAR	12,041.92
SALARIES - PART TIME	1,916.25
HOSPITAL INSURANCE	2,086.54

GENERAL FUND

01

ENGINEERING SERVICE	3,546.25-	
TELEPHONE	214.21	
TRAVEL	120.99	
TRAINING	115.00	
OPERATING SUPPLIES	272.65	
AUTOMOTIVE FUEL/OIL	160.10	
INFRASTRUCTURE	<u>8,307.40</u>	
TOTAL DISBURSEMENTS	\$ 1,974,966.92	\$ 1,974,966.92

OTHER FINANCING SOURCES & USES

DUE FROM OTHER FUNDS	\$ 1,434.63-	
ORCHARDS FLOOD CONTROL	5,694.90-	
DUE TO 06 PAYROLL	<u>363.83</u>	
TOTAL OTHER FIN. SOURCES & USES	\$ 6,765.70-	\$ 6,765.70-

CASH

CASH IN BANK	\$ 1,349,147.84	
CASH IN BANK-CONTINENTAL MAGNA	0.00	
CASH IN BANK-RICHLAND CREEK FLOO	26,115.19	
CASH IN BANK-EPAY	14,290.64	
CASH IN BANK-IKE GRANT/WAGNER	0.00	
PETTY CASH	1,425.00	
HISTORICAL PRESERVATION-SAVINGS	3,064.32	
INVESTMENTS	<u>1,001,121.27</u>	
CASH ON DEPOSIT, FEBRUARY 28, 2014	\$ 2,395,164.26	\$ 2,395,164.26

SEWER OPERATION & MAINTENANCE 21

CASH

CASH IN BANK	\$ 870,259.77	
CASH IN BANK - EPAY	323,583.56	
PETTY CASH	454.43	
INVESTMENTS	<u>2,502,094.70</u>	
	\$ 3,696,392.46	\$ 3,696,392.46
<u>CASH BALANCE, FEBRUARY 1, 2014</u>		

RECEIPTS

REVENUE

SEWER CHARGES	\$ 560,544.95	
SEWER LINE INSURANCE	10,973.76	
GARBAGE CHARGES	8,141.81	
LIEN FEES	200.00	
INTEREST INCOME	761.56	
MISCELLANEOUS INCOME	<u>3,800.51</u>	
	\$ 584,422.59	\$ 584,422.59
<u>TOTAL RECEIPTS</u>		\$ 584,422.59
<u>TOTAL CASH AVAILABLE</u>		\$ 4,280,815.05

DISBURSEMENTS

EXPENSES

INTERFUND OPERATING TRANSFER	\$ 182,709.86	
SEWER COLLECTION		
SALARIES - REGULAR	18,398.63	
HOSPITAL INSURANCE	2,553.25	
SOCIAL SECURITY	1,407.49	
I.M.R.F.	1,077.62	
MAINTENANCE SERVICE - EQUIPMENT	235.00	
DATA PROCESSING SERVICE	1,540.72	
OTHER PROFESSIONAL SERVICES	1,497.50	
POSTAGE	3,568.30	
ST CLAIR TOWNSHIP SEWERS	54.20	
STOOKEY TOWNSHIP SEWER	29,610.24	
FEES & PERMITS	5.45	
REFUNDS	494.92	
OFFICE SUPPLIES	384.66	
SEWER LINES		
SALARIES - REGULAR	27,770.61	
SALARIES - OVERTIME	71.91	
PAGER PAY	377.84	
HOSPITAL INSURANCE	5,181.55	
RETIRES HEALTH INSURANCE	69.66	
SOCIAL SECURITY	2,158.86	
I.M.R.F.	3,124.59	
MAINTENANCE SERVICE - EQUIPMENT	1,373.50	
MAINTENANCE SERVICE - VEHICLES	2,245.47	
MAINTENANCE SERVICE - SLRP	49,417.46	
TELEPHONE	32.47	
TELEPHONE - JULIE	7,715.50	

SEWER OPERATION & MAINTENANCE 21

RISK MANAGEMENT	8,330.11
MAINTENANCE SUPPLIES - OTHER	746.96
OPERATING SUPPLIES	173.24
SMALL TOOLS	170.71
AUTOMOTIVE FUEL/OIL	2,914.05
EQUIPMENT	259.99

SEWER PLANT

SALARIES - REGULAR	102,080.51
SALARIES - OVERTIME	2,282.30
PAGER PAY	1,639.70
HOSPITAL INSURANCE	13,793.86
RETIREES HEALTH INSURANCE	4.46
SOCIAL SECURITY	8,109.20
I.M.R.F.	13,984.43
MAINTENANCE SERVICE - BUILDING	1,495.81
MAINTENANCE SERVICE - EQUIPMENT	12,930.01
MAINTENANCE SERVICE - VEHICLES	418.15
ENGINEERING	3,471.00
OTHER PROFESSIONAL SERVICE	1,975.66
TELEPHONE	2,488.87
DUES	79.00
TRAINING	600.00
UTILITIES	32,118.09
SLUDGE REMOVAL	20,400.00
RISK MANAGEMENT	12,388.38
MAINTENANCE SUPPLIES - EQUIP.	1,552.46
MAINTENANCE SUPPLIES - OTHER	93.82
OFFICE SUPPLIES	182.27
OPERATING SUPPLIES	1,319.58
JANITORIAL SUPPLIES	92.20
AUTOMOTIVE FUEL/OIL	1,022.23
CHEMICAL SUPPLIES	13,045.00-
EQUIPMENT	<u>4,722.80</u>

TOTAL DISBURSEMENTS \$ 581,732.79 \$ 581,732.79

OTHER FINANCING SOURCES & USES

ACCOUNTS RECEIVABLE	\$ 31,154.70-
ACCT. REC. SEWER LINE INS	638.96-
DUE TO OTHER FUND	<u>113.42-</u>
	\$ 31,907.08-

TOTAL OTHER FIN. SOURCES & USES \$ 31,907.08-

CASH

CASH IN BANK	\$ 800,440.89
CASH IN BANK - EPAY	363,476.60
PETTY CASH	454.43
INVESTMENTS	<u>2,502,803.26</u>
	\$ 3,667,175.18

CASH ON DEPOSIT, FEBRUARY 28, 2014 \$ 3,667,175.18

ZONING BOARD OF APPEALS, CITY OF BELLEVILLE, ILLINOIS

APPLICATION: Henry H. Rohwedder

ADVISORY REPORT

Application Filed: 1/31/14

6-Feb14 - Henry H. Rohwedder - Requesting a Special Use permit in order to construct a 42' x 45' metal addition onto an existing structure at 5825 West State Route 161 located in a C-2 Heavy Commercial Zoning District. (Applicable portion of zoning code: 60-6-50)

Present Zoning: C-2 Heavy Commercial District
Meeting Held: Feb. 27, 2014
Publication in News Democrat: Feb. 12, 2014
Supporters: none
Objectors: none
Other comments: none
Aldermen Present: Alderman Anthony, Alderman Davidson

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

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

Don Rockwell made a motion to approve and seconded by Rebecca Boyer with all present members voting aye. Motion carried.

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

Chairman

ZONING BOARD OF APPEALS, CITY OF BELLEVILLE, ILLINOIS

APPLICATION: Todd Kennedy/Main Street Brewing Company

ADVISORY REPORT

Application Filed: 2/12/14

7-Feb14 - Todd Kennedy/Main Street Brewing Company - Requesting a Special Use permit for a liquor license at 4204 West Main St. located in a C-2 Heavy Commercial Zoning District. (Applicable portion of zoning code: 60-6-50)

Present Zoning: C -2 Heavy Commercial District

Meeting Held: Feb. 27, 2014

Publication in News Democrat: Feb. 12, 2014

Supporters: none

Objectors: none

Aldermen Present: none

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

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

Steve Zimmerman made a motion to approve the request in the name of the applicant only and seconded by Rebecca Boyer with all present members voting aye. Motion carried.

IT IS THEREFORE the recommendation of the Zoning Board of Appeals that the requested Special Use Permit for a Liquor License in the name of the applicant only be **APPROVED BY A UNANIMOUS VOTE OF ALL MEMBERS PRESENT.**

Chairman

ZONING BOARD OF APPEALS, CITY OF BELLEVILLE, ILLINOIS

APPLICATION: Harvin Enterprises Inc./Main Street Market

ADVISORY REPORT

Application Filed: 2/7/14

8-Feb14 - Harvin Enterprises Inc./Main Street Market - Requesting a Special Use permit for a liquor license at 8193 West Main St. located in a C-2 Heavy Commercial Zoning District. (Applicable portion of zoning code: 60-6-50)

Present Zoning: C -2 Heavy Commercial District

Meeting Held: Feb. 27, 2014

Publication in News Democrat: Feb. 12, 2014

Supporters: Dean Hardt, Barbara Ducey

Objectors: Tom Desman, Tony Renfro

Aldermen Present: Alderman Anthony, Alderman Davidson

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

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

Rebecca Boyer made a motion to approve the request in the name of the applicant only and seconded by Toni Togias. Voting went as follows: Rebecca Boyer-aye, Tim Price-aye, Don Rockwell-aye, Toni Togias-aye, Roger Wigginton-nay, Steve Zimmerman-aye, Chairman Nollman-aye. Motion carried.

IT IS THEREFORE the recommendation of the Zoning Board of Appeals that the requested Special Use Permit for a Liquor License in the name of the applicant only be APPROVED BY A MAJORITY VOTE OF ALL MEMBERS PRESENT.

Chairman

ZONING BOARD OF APPEALS, CITY OF BELLEVILLE, ILLINOIS

APPLICATION FOR AMENDMENT: Tim & Lissa Boone

ADVISORY REPORT

Application Filed: 1/31/14

9-Feb14 – Tim & Lissa Boone – Requesting a Use variance in order to operate a wellness studio to include yoga classes, personal coaching, specialized personal training and nutritional coaching at 138 N. Michigan located in an A-1 Single Family Zoning District. (Applicable portion of the zoning code: 60-6-4)

Present Zoning: A-1 Single Family Zoning District

Meeting Held: Feb. 27, 2014

Publication in News Democrat: Feb. 12, 2014

Supporters: none

Objectors: none

Other comments: none

Aldermen Present: Alderman Heisler

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.

Steve Zimmerman made motion to approve the request and seconded by Toni Togias with all members present voting aye. Motion carried.

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

Chairman

ZONING BOARD OF APPEALS, CITY OF BELLEVILLE, ILLINOIS

APPLICATION FOR AMENDMENT: Khan Solution, Inc/Penn Station

ADVISORY REPORT

Application Filed: 2/7/14

10-Feb14 - Khan Solution, Inc/Penn Station - Requesting a Sign variance in order to place two (2) identical projecting, neon signs with one being placed on the side of the building & the other placed on the front, both 64' sq. ft. each and one (1) awning totaling 14.5 sq. ft. at 651 Carlyle Ave., Suite H located in a C-2 Heavy Commercial Zoning District. (Applicable portion of zoning code: 53-2-2.)

Present Zoning: C-2 Heavy Commercial
Meeting Held: Feb. 27, 2014
Publication in News Democrat: Feb. 12, 2014
Supporters: none
Objectors: none
Aldermen Present: none

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.
- B. strict application of the district requirements would result in great practical difficulties or hardship to the applicant, and prevent a reasonable return on the property.
- 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.
- D. the plight of the applicant is due to peculiar circumstances not of his own making.
- E. the peculiar circumstances engendering the variance request are not applicable to other property within the district.
- 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

Rebecca Boyer made motion to approve the request and seconded by Toni Togias with all members present voting aye. Motion carried.

IT IS THEREFORE the recommendation of the Zoning Board of Appeals that the requested Sign Variance be **GRANTED BY A UNANIMOUS VOTE OF ALL MEMBERS PRESENT.** Motion carried.

Chairman

CITY OF BELLEVILLE

BID OPENING DATA SHEET

SUBJECT: Eastcreek Watershed 550 Relief Improvement

DATE: 2-21-14

TIME: 2:00pm

PLACE: Council Chambers

WITNESSES:

Kathy Rango
CITY CLERK'S OFFICE

Jamie Martin
PURCHASING OFFICE

E. Bruce Cash
DEPARTMENT HEAD'S OFFICE

Neal Sand
OTHER

Scott Snylt

VENDORS PRESENT:

Kyle Luitjohan
NAME

Korte & Luitjohan
COMPANY

Brenda Plocher
NAME

Plocher Const.
COMPANY

Erin Rossel
NAME

Haier Plumbing
COMPANY

Doug MASTERS
NAME

RIVER CITY CONSTRUCTION
COMPANY

NAME

COMPANY

NAME

COMPANY

BID OPENING NOTES:

		Bid Bond
Plocher Construction	\$ 2,806,000	✓
Korte Luitjohan	\$ 2,540,000	✓
Haier Plumbing	\$ 2,224,416	✓
River City Construction	\$ 2,771,000	✓



CRAWFORD, MURPHY & TILLY, INC.
CONSULTING ENGINEERS

February 26, 2014

Mr. Royce Carlisle
Director Wastewater Division
City of Belleville
450 Environmental Drive
Belleville, IL 62220

Re: City of Belleville
East Creek Watershed – SSO Relief Improvements
Evaluation of Bid Proposals

Dear Royce,

The bid opening for the above-referenced project was held as scheduled on Friday, February 21, 2014 at 2:00 P.M. A total of four (4) bids were received. The apparent low bidder is Haier Plumbing and Heating, Inc. ("Haier") with a total lump sum bid amount of \$2,224,416.00. The other bids ranged in price from \$2,540,000.00 to \$2,806,000.00, and the engineer's opinion of probable construction cost was a range between \$2.25 million and \$2.75 million. We believe that the bids were very competitive and a fair representation of the work required for the project.

Based upon our review the low bidder, Haier, is in compliance with the bidding requirements. The previous experience of Haier as outlined in the proposal documents demonstrates that the firm is a qualified construction contractor capable of completing the work associated with this project. Haier has a significant amount of similar project experience, has worked previously on projects for the City of Belleville, and has indicated they are comfortable with the bid and are ready to proceed with construction.

We therefore recommend that the City notify Haier of the intent to award the contract to their firm in the amount of \$2,224,416.00 pending review of the bidding documents by the Illinois Environmental Protection Agency (IEPA). Attached please find the Notice of Intent to Award form for this project.

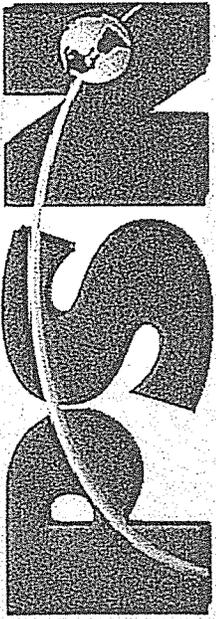
Upon approval by the City Council, the bidding and contract documents from Haier will be forwarded to the IEPA for review in consideration of the State Revolving Fund (SRF) loan requirements. Upon completion of the IEPA review, provided that Haier has met the necessary requirements and the intended SRF loan has been secured, the City may proceed with formally awarding the contract. The City is not obligated to proceed without the SRF funding.

If you have any questions or require any additional information, please do not hesitate to contact me.

Sincerely,

CRAWFORD, MURPHY & TILLY, INC.

Scott Knight, P.E.



Payment Service Network, Inc.



**Simplifying Your Business Day...
While Making Your Customers Happy**

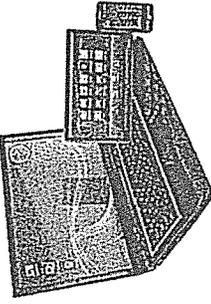
PSN's Solutions
Make "e" Really Happen



- Ruth Ponder, National Account Representative
- We appreciate the opportunity to present our proposal
- Review....
 - How City of Belleville can use PSN
 - How your residents will use PSN



What we propose—ePayments

- Payment channels • Payment methods
 - Online 
 - Mobile
 - Automated phone
 - Live PSN operator
 - In-office credit card acceptance
- Credit & Debit Cards
 - VISA 
 - MasterCard 
 - Discover 
 - American Express 
- eCheck  eSavings

Payments are easy as 1-2-3



My Profile

Payment Methods

Pay Bills

View Bills

Support

Managers

Log Off

Demo site Make and View Payments



Current Profile: Jane Doe
Current User ID: janedoe@psnpay.com

Make a Payment Payment History Additional Accounts

STEP 1: Customer chooses to make a one-time payment or set-up Auto-Pay

Set Up Auto-Pay

Make a Payment

View Payment History

View Payment Methods

Manage Profiles

View Online Bills

Update Login Information

Update Contact Information

Support and FAQ

View Messages

Payment Method:

Payment Method:

Make One-Time Payment Set Up Auto-Pay

Payment Options

Balance Due: \$208.02

If you think the balance is not accurate, call Your City at 608.442.5100. Payments can take up to 48 hours to post.

Your Payee Account

RT111: Your City (608.442.5100)

Available Payment Options:



(Online, Phone)

Active Auto-Pay

Business Name	Customer ID	Amount	Start Date	End Date	Previous Payment Date	Next Payment Date	Payment Method
Your City	1906222002	Full Balance	01/16/2013	(None)	N/A	3/1/2013	Check
							Manage Auto-Pays

Pending Payments

Date	Payment made to	Customer ID	Amount	Status

Payments are easy as 1-2-3

STEP 2: Customer selects payment method, enters amount and payment date

⊗ Indicates required field

Payment Information

Company Name: Your City
Company ID: RT111
Customer Name: Jane Doe
Customer ID: 1906222002

Payment Methods

Available Methods:
Checking CU | DANE COUNTY CRE... (****6789) ⊗ Add
New

Payment Details

Description: Utility Payment ⊗

Balance Due: \$208.02

For a more current balance, call Your City at 608.442.5100. Payments can take up to 48 hours to post.

Payment: \$ 208.02 ⊗

Total Charge: \$0.00

Payment Date: 2/4/2013 ⊗

Continue Cancel

Payments are easy as 1-2-3

Set Up Auto-Pay

Final Step: Review and then hit submit to finalize your payment

Make a Payment

Payee Information

View Payment History

Company ID: RT111
Business Name: Your City

View Payment Methods

Payer Information

Manage Profiles

View Online Bills

Payment From: Jane Doe
Email Address: janedoe@psnpay.com
Payment Description: Utility Payment

Update Login Information

Update Contact Information

Billing Information

Support and FAQ

Customer ID: 1906222002
Account Name: Jane Doe
Address:
Description: Utility Payment

View Messages

Payment Date: 2/4/2013
Payment: \$208.02
Total Charge: \$208.02
Payment Type: CHECK
Billing Name: Jane Doe
Bank Name: DANE COUNTY CREDIT UNION
Routing Number: 275978750
Account Number: 98765432109876789

Change

STEP 3: Customer confirms info and submits. That's it!

Checks are accepted under these conditions

When you pay by check and if your check is dishonored or returned for any reason, you expressly authorize this merchant to electronically debit your account for the amount of the check plus a \$35.00 NSF fee and any other recovery fees allowed by the State of your checking account and any applicable sales tax. The use of a check for payment and agreement to these terms is herein agreed by selecting the box below and click [Submit] to complete your payment process. Your acknowledgment and acceptance of this policy and its terms are hereby legally binding when processed.

Previous and Scheduled Payments

Customer ID	Trans Amt	Trans Date	Payment Method	Payment Status	Payment For	Options
1906222002	\$208.02	01/10/2013	Check	Pending	Utility Payment	Stop Payment

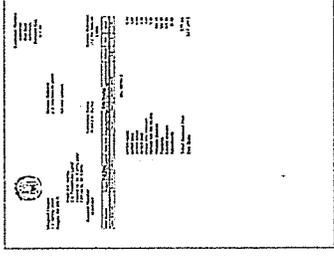
Note: Unless cancelled, pending transactions listed will occur in addition to the transaction you are about to submit. Approved transactions are complete and will not process again.

Submit Payment

Cancel

eBills

- Online
 - No specific sign-up for eBills required
 - Email when bill is ready for viewing
 - Coming due and past due notices
 - Bill looks like the printed bill
 - Electronic “stuffers” just like in paper bills
 - Encouraged to opt out of paper bills



eBills

- My Profile
- Payment Methods
- Pay Bills
- View Bills
- Support
- Managers

Log Off

Demo Site: Bill Dashboard

Current Profile: Jane Doe
 Current User ID: janedoe@psnpay.com

- Dashboard
- Make a Payment
- Billing History
- Service Requests
- Usage Charts

Set Up Auto-Pay

Make a Payment

View Payment History

View Payment Methods

Manage Profiles

View Online Bills

Update Login Information

Update Contact Information

Support and FAQ

Billing Overview

Total Balance Due: \$208.02

If you think the balance is not accurate, call Your City at 608.442.5100. Payments can take up to 48 hours to post.

Setup Auto-Pay

Make Payment

Billing History

Due Date	Current Amount	Past Due	Total Amt Due	Bills	Last Viewed
03/24/2010	\$118.99	\$94.13	\$118.99	View Bill	N/A
02/24/2010	\$94.13	\$69.60	\$94.13	View Bill	N/A

View & print any bill

Current Balance Due

View Billing History

Go Paperless

Currently, you are receiving paper and online bills. Please help us trim costs while making your life less cluttered. Opt-out of paper bills. We send you an email each time you have a new bill. You can always opt back in to receive paper bills. Please give it a try.

Yes, I will opt out of getting paper bills

Paper bill opt out

Service Request for Your City

If this is an emergency, please call Your City immediately
Phone: 608.442.5100

Otherwise, please click below and give a detailed description of the problem along with your name, address and the best way to contact you.

Personalized message

In-office credit cards

OPTION 1: Swipe machine

PSN provides a swipe terminal which is integrated with the PSN system.

PROS: no manual input, no data entry errors, less time consuming

CONS: investment in equipment



Customer provides credit card to staff member

Staff member either swipes card or manually inputs

PSN system

Bank Deposit

Post to your software

OPTION 2: Virtual terminal

Staff manually enters credit card data into PSN's system.

PROS: no equipment to purchase;
CONS: data entry errors, more time consuming

With both options, PSN is housing all data; therefore, the City is not required to become PCI compliant. Staff would have to be instructed to never write down or input into a system, other than PSN, credit card data.



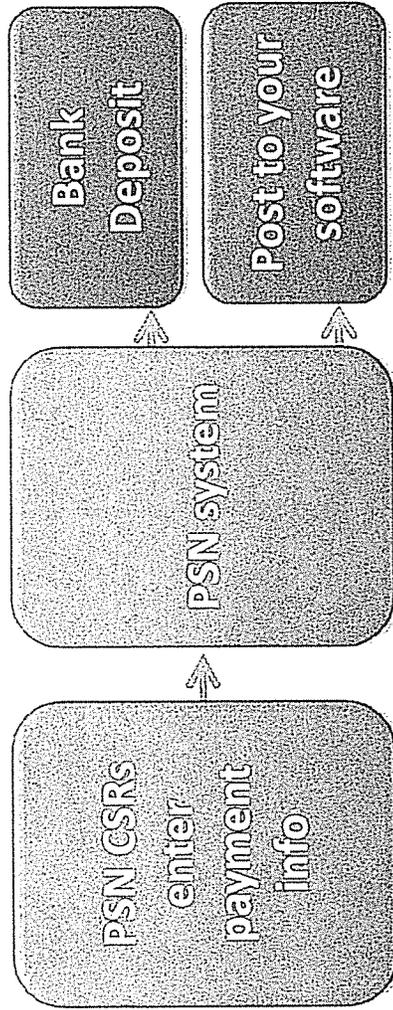
Payment Service Network, Inc.

Call center & IVR payments



- IVR:** PSN provides an automated phone payment system specifically for utility payments
- English and Spanish options
 - Once registered, phone payments are 4 easy steps—the system can recognize the caller
 - Amount due can be provided
 - Available 24/7

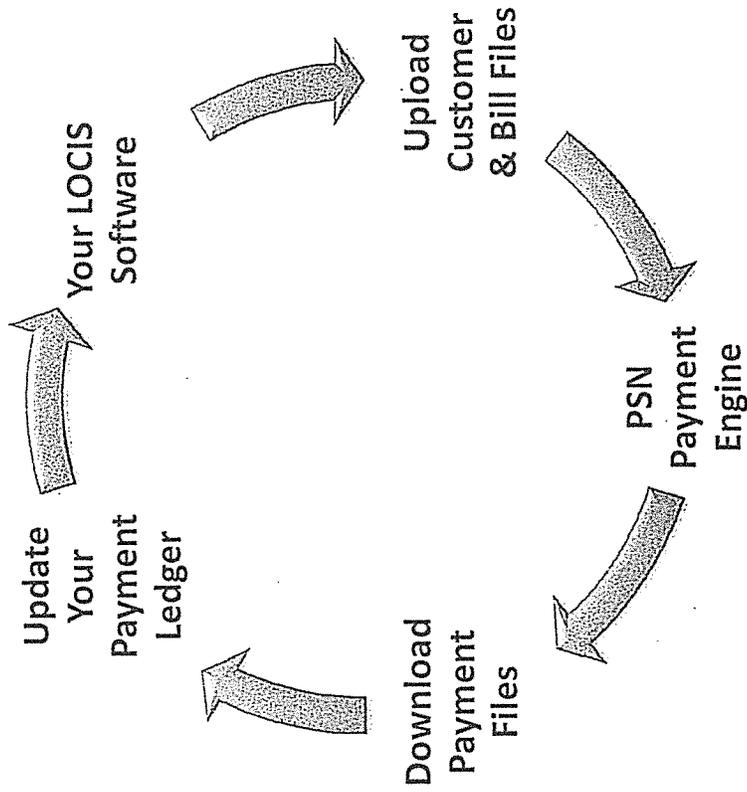
- CALL CENTER:** PSN maintains a call center for direct payer calls or payers who opt out of the IVR.
- English- and Spanish-speaking customer service staff
 - Hours: 7am-7pm weekdays; 8am-5pm weekends



Payment Service Network, Inc.

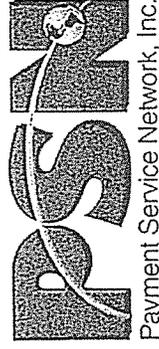
Data sharing

- Auto-posts payments to your LOCIS Billing Software
- Posts balance-due amounts online and to the IVR phone system



Benefits for customers

- Pay anytime from anywhere
- Pay however they want—*or can*
 - *Credit card, eCheck, eSavings*
- View balances due online and mobile devices
- View bills online
 - *Be GREEN: Save natural resources*



Benefits for City of Belleville

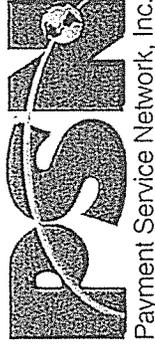
- Save time
 - Fewer customer calls
 - Info available online, smart phone or tablet
 - PSN staff take all customer payment calls
 - Auto-posting of payments to your software
- Reduce costs
 - Reduce and eventually eliminate cost to print & mail bills
 - Reduce cost of staff time spent on manual tasks: staff can be tasked to do other work that benefits the City
- Take GREEN initiatives



Fees for proposed services

STANDARD FEES

- Implementation fee = \$199 (one-time)
 - Covers: Implementation team, customer & staff web portals setup, mobile app setup, automated phone setup, other solution setup (e.g., swipe terminals), marketing piece creation, training, submission of all merchant account applications, link for website
- Security compliance fee = \$89 (annual)
 - Covers: PSN maintains a Level 1 PCI certification, the highest level achievable, to assure security of your customer data. To cover costs associated with maintaining security, PSN charges an annual fee.
- eBill fee = \$89.95 (monthly)
 - Covers: Uploading billing data, creation of online bills, posting bills, email notices to customers (new bill, payment reminders), archiving for 24 months. Customer can opt out of paper bills saving the City money on postage and printing costs.
- Website custom portal = \$200 (optional, one-time fee)
 - Covers: Designing the customer payment portal to have the look of the City of Belleville's Website.
- Credit card swipe terminal = \$365 (optional, one-time fee) plus \$4.95 per month.
 - Covers: Purchase of equipment, programming for Belleville, delivery, training



Fees for proposed services

Per transaction fees...

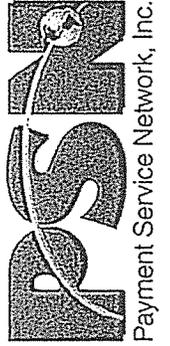
Customers pay transaction fees

The following fees apply to all channels (online, mobile, automated phone, live operator, swipe). CITY WILL NOT PAY ANY FEES TO CREDIT CARD COMPANIES; PSN IS RESPONSIBLE FOR PAYING CREDIT CARD FEES.

Credit/Debit Cards (VISA, MasterCard, Discover, American Express).....2.75%*

*Payments less than \$100, add 50¢

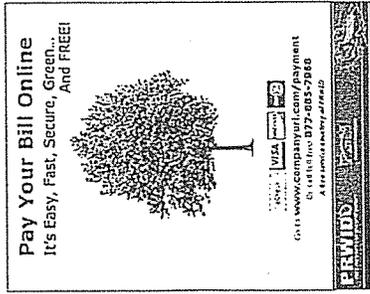
eCheck/eSavings.....\$1.00



Marketing templates

- To help you promote your services, PSN's marketing department will create customized templates. Here are some examples...

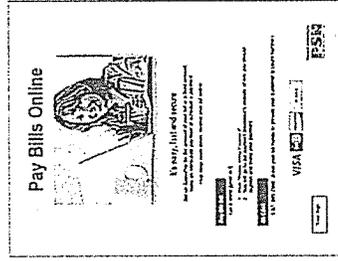
Poster



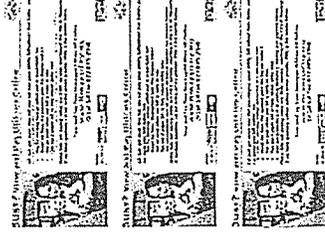
Poster Tear-off Tags



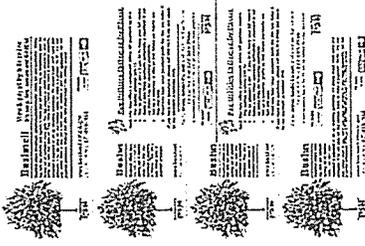
Full-page Handout or Stuffer



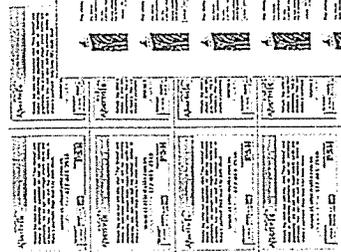
Stuffer (3-up)



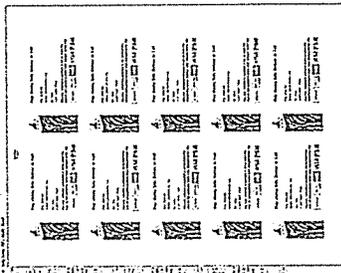
Stuffer (4-up)



Mini Handouts



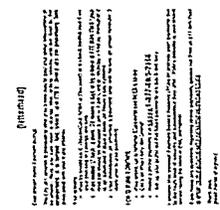
Business Cards



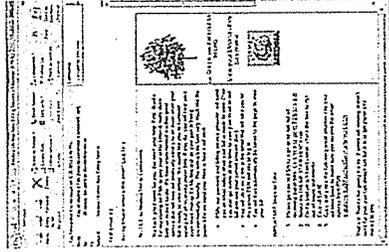
Press Release



Letter



Email



Training

- PSN provides training to all of your staff at no cost to the City. They will learn...
 - How to market to your residents
 - How customers make payments
 - How to use the “back end” of PSN to generate reports, view payments in real time, do reconciliation, cancel payments, issue refunds, make payments on behalf of customers, email an eBill and much more





SERVICE & COST PROPOSAL FOR CITY OF BELLEVILLE, IL

Submitted on: February 6, 2014
Submitted by: *Ruth Ponder*
National Sales Representative
608.442.5058 DIRECT
rponder@PaymentServiceNetwork.com

Payment Service Network, Inc. (PSN) provides a wide range of eServices for payment processing, billing and customer communication. After discussing your needs, I have prepared the following proposal of services. After reviewing the information, please let me know if there is any additional information you require. The staff at PSN looks forward to providing you and your customers with personalized service.

SERVICES A LA CARTE

You are able to select whichever services are best for you and your customers. For PSN, it is simply a "flick of the switch" to activate services. We give you choices as to which payment methods you want to offer customers, which payment channels you will open to them and who pays what fees. This proposal quotes costs for the services that are checked below. If you would like quotes on any additional services, please let me know.

- ✓ Online and mobile (smart phones and tablets) payments
- ✓ Automated and/or operator-assisted payments
- ✓ Bank Bill Pay eSolution
- ✓ Auto-Post Check Scanning (Check 21)
- ✓ Virtual Payment Portal (scannerless & swipeless processing)
- ✓ Customized website
- ✓ Outbound Auto-Call messaging
- ✓ eBills (online billing)
- ✓ Data Sharing (either hands-free or One-Touch integration)
- ✓ Integrated Credit Card Swipe



PSN SERVICES AND FEES FOR CITY BELLEVILL, IL

Service Implementation Fee.....\$199.00* (*One-time fee*)

The implementation fee includes implementation team; web service setup; standard mobile app setup; automated phone service setup; other solution setup (i.e. Bank Bill Pay eSolution, Auto-Call, Check 21 Auto Post); marketing templates creation; submission of merchant account application(s); links for your website.

**Note: \$199 set up fee is based on a three year PSN Agreement for Services. City may choose a one year term agreement and pay a higher set up fee of \$349.00*

Custom Web Design (Optional).....\$200.00 (*One-time fee*)

PSN will customize the payment pages for your customers to include a banner provided by you.

System & Account Management Fee (with eBill).....\$89.95 (*Monthly fee*)

To cover ongoing account maintenance, system upgrades and fees charged to PSN by financial institutions and partners, a monthly gateway fee is required. If you are participating in eBills (online billing), the fee also covers the creation, posting, 24-month archiving and maintenance of your bills on the PSN system. Utility Customers may opt out of paper statements, saving money on postage and printing.

Security Compliance Fee.....\$89.00 (*Annual fee*)

To cover costs associated with maintaining our Level 1 PCI security certification, PSN charges an annual fee—due around December 1.

FEES PAID BY YOUR CUSTOMERS: The following fees apply to all channels (online, mobile, automated phone, live operator). YOU WILL NOT PAY ANY FEES TO CREDIT CARD COMPANIES; PSN IS RESPONSIBLE FOR PAYING CREDIT CARD FEES.

eChecks and eSavings.....\$1.00 per transaction

Credit & Debit Cards.....2.75%* per transaction

**(Plus 50¢ for payments less than \$100.00)*

There is a fee of \$15 for credit card disputes payable by you.

There is a \$35 fee for NSF checks payable by your customer.

ADDITIONAL SERVICES PRICING

PSN provides many services in addition to the ones I quoted to help you reduce costs. Following are some of those services and the associated cost. If you need additional pricing on other services, please let me know.

- Bank Bill Pay eSolution-PSN will electronically capture your customer's bank bill pay items, deposit the funds into the City's bank account and post the payments into LOCIS.
Per item fee: \$0.25
- Auto-Calling Service for 15¢ per minute for answered calls only. Each completed call is charged a minimum of two minutes or \$0.30. Each additional minute is \$0.15.
- Integrated Credit Card Swipe Terminal- Verifone vx570 DC New: \$365.00 each (plus \$4.95 per month maintenance). PSN will order the swipe terminal and program it so the swiped credit card payments are electronically posted through the PSN payment engine and into LOCIS billing software. Credit card transaction fees apply. Customers will be charged 2.75% (plus \$0.50 for payments less than \$100.00). Internet connection is required for the credit card swipe.
- Check 21 Auto Post Check Scanning-Recommended Unit: Panini VX50-50 (50 checks)
Purchase Price: \$850.00*
Per Item: \$0.25
**City may return the Panini Scanner within 90 days of purchase and receive 80% reimbursement. City will pay return shipping.*



4000 W. Jefferson St.
Joliet, Illinois 60431
(815) 744-0011
Fax (815) 744-8182

Dean Hardt
City of Belleville
101 S Illinois St
Belleville, IL 62220-2105

Date: January 29, 2014
Phone: (618) 233-6810
Fax: (618) 257-3858
E-mail: dhardt@belleville.net

Dear Dean,

Per your request, following are the figures based on the discussion of your requirements. Prices are valid for 30 days.

PSN Online Bill Pay/ with Client Portal **\$1,500.00**
Membership \$35.00 per month

If you have any questions or if I may be of any further assistance, please, do not hesitate to call.

Sincerely,

Frank J. McKay
President
LOCIS

FJM/kam

When approved please sign and return to our office via fax:

Name	
Title	

Visit Us At www.locis.com

*Rates as of contract date.
All rates subject to change.*

Current Rate Structure

BILLING RATES

Effective October 1, 2013

SERVICES

Technical Support – Training – On-Site Implementation **\$80.00**
Monday through Friday (Holidays excluded) 8:00 a.m. to 5:00 p.m. **Per Hour**

IT/Network Administration **\$100.00**
System Administration, set-up, support, and modification to existing network environment, support of network environment, support of network, administration for security/user levels, hardware additions. All services that involve network system integration including Anti-Virus/Spyware software/configuration or having to reconfigure any pre-existing software which prohibits Locis from operating correctly. **Per Hour**

Consulting / System Design/Programming **\$150.00**
Specific request for modification to existing program or data conversion from existing system to the LOCIS Modules. Programming and Import/Export to other 3rd Party Application. The review of existing operations and the design and layout of future changes for both internal operation (Software) and external operation (Hardware / Networking). System Administration, set-up, support, and modification to existing network environment, support of network environment, support of network, administration for security/user levels, hardware additions. All services that involve network system integration. **Per Hour**

Travel Time from Office* **\$ 50.00**
Travel time from the LOCIS office to your site will be charged **Per Hour**

* Any hours of work which are provided outside of 8 to 5 Monday through Friday including holidays are billed at 125 percent the normal rate of work.

FORMS

Custom forms can be provided (voucher and payroll checks, utility bills, quick mailers, W-2 forms...) that match the LOCIS print format (Dot Matrix/Laser where applicable). Call LOCIS for pricing.

MISCELLANEOUS

The following are also billable items: Freight, System installation costs (wiring, building, electrical or software), Initial stock of supplies (paper, ribbons, backup media, etc.)



PSN Cost Analysis

18000 Accounts less 1396 direct debits = 16604 Accounts that may use PSN Online Payment system

Types of Transactions	Year 2013	Percentage
Credit Card at Counter	433	0.26%
Credit Card Over the Phone	1093	0.51%
Credit Card using EPAY online	2902	1.34%
Direct Debit from checking account - ACH	16752	7.76%
Mail Checks / Drop Box / Counter Checks	194820	90.13%

Projected Credit Card Users based on data from other municipalities that use PSN
 16604 available accounts
 Projected Online / Over the Phone - 10%
 Projected increase from current users
 Monthly 1660 19920
 Yearly 1085 13020

332 to 498 Accounts

Using low of 332 accounts going paperless	Accounts that go Paperless	Projected Savings
		Monthly Annual
Bill Stock @ \$.002/bill	332	\$0.66 \$7.97
Postage Cost @ \$.251/bill	332	\$83.33 \$999.98
Service Fees @ \$.0659/bill	332	\$21.88 \$262.55
TOTAL	\$105.87	\$1,270.50

Over The Phone Payments
 Total Transactions for 2013 1093
 Total Hours Expended on OTP Calls @ 4mins per call 72.86
 Labor Costs @ \$12.62/hour \$919.58

Estimated Annual Shutoff Payments 400
 Estimated Annual Regular Payments 693

Projected annual savings in labor costs by 693 calls X 4 min per call divided
 using PSN to process regular payments 60min X \$12.62/hr \$583.04

Projected Annual Savings to City \$1,853.54
 Tangible Savings
 Intangible Savings
 Labor costs saved answer calls regarding bills/usage data/processing shutoffs/disconnecting and reconnecting customers/labor preparing items

Online Payments				Current EPAY Merchant Service Fees				Proposed PSN Merchant Fees			
From	Through	Fee	Percentage Charge From	Percentage Charged Through	Fees	Charges From	Charges Through				
\$0.01	\$14.99	\$1.00	100.00%	6.67%	2.75% + \$5.0	\$0.50	\$0.91				
\$15.00	\$25.00	\$1.00	6.67%	4.00%	2.75% + \$5.0	\$0.91	\$1.19				
\$25.01	\$50.00	\$1.25	5.00%	2.50%	2.75% + \$5.0	\$1.19	\$1.88				
\$50.01	\$75.00	\$1.88	3.76%	2.51%	2.75% + \$5.0	\$1.88	\$2.56				
\$75.01	\$100.00	\$2.50	3.33%	2.50%	2.75% + \$5.0	\$2.56	\$3.25				
\$100.01	\$150.00	\$3.75	3.75%	2.50%	2.75%	\$2.75	\$4.13				
\$150.01	\$200.00	\$5.00	3.33%	2.50%	2.75%	\$4.13	\$5.50				
\$200.01	\$250.00	\$6.25	3.12%	2.50%	2.75%	\$5.50	\$6.88				
\$250.01	\$300.00	\$7.50	3.00%	2.50%	2.75%	\$6.88	\$8.25				
\$300.01	\$350.00	\$8.75	2.92%	2.50%	2.75%	\$8.25	\$9.63				
\$350.01	\$400.00	\$10.00	2.86%	2.50%	2.75%	\$9.63	\$11.00				
\$400.01	\$450.00	\$10.13	2.53%	2.25%	2.75%	\$11.00	\$12.38				
\$450.01	\$500.00	\$11.25	2.50%	2.25%	2.75%	\$12.38	\$13.75				
\$500.01	\$550.00	\$12.38	2.48%	2.25%	2.75%	\$13.75	\$15.13				
\$550.01	\$600.00	\$12.00	2.18%	2.00%	2.75%	\$15.13	\$16.50				
\$600.01	\$650.00	\$13.00	2.17%	2.00%	2.75%	\$16.50	\$17.88				
\$650.01	\$700.00	\$14.00	2.15%	2.00%	2.75%	\$17.88	\$19.25				
\$700.01	\$750.00	\$15.00	2.14%	2.00%	2.75%	\$19.25	\$20.63				
\$750.01	\$800.00	\$16.00	2.13%	2.00%	2.75%	\$20.63	\$22.00				
\$800.01	\$850.00	\$17.00	2.12%	2.00%	2.75%	\$22.00	\$23.38				
\$850.01	\$900.00	\$18.00	2.12%	2.00%	2.75%	\$23.38	\$24.75				
\$900.01	\$950.00	\$19.00	2.11%	2.00%	2.75%	\$24.75	\$26.13				
\$950.01	\$1,000.00	\$20.00	2.11%	2.00%	2.75%	\$26.13	\$27.50				

Over the phone payments	
Current Merchant Service Fee	Illinois EPAY % - 2.10
Proposed	PSN Merchant Fee
Under \$100.00 - 2.75% + \$5.0	Over \$100.00 - 2.75%

E - Check Payment Solution	
We currently do not accept E-Checks	
PSN	
Flat fee of \$1.00 to process payments from checking and savings accounts.	

PSN Cost Proposal Breakdown

Service Provider	Initial Costs	Estimated Annual Recurring Costs
PSN	\$199.00	
Service Implementation Fee		
Custom Web Design	\$200.00	
System & Account Management Fee @ \$89.95/month		\$1,079.40
PCI Compliance Fee @ \$89/year		\$89.00
Credit Card Swipe Terminal - Verifone vx570 DC Purchase Price	\$365.00	
Credit Card Swipe Terminal - Verifone vx570 DC Maintenance \$4.95/month		\$59.40
Auto Calling Service		\$1,380.00
PSN Online Bill Pay with Client Portal	\$1,500.00	\$600.00
Monthly Maintenance - Membership @ \$35/month		\$420.00
Technical Support @ \$80/hour	\$80.00	
TOTALS	\$2,344.00	\$3,627.80

PAYMENT SERVICE NETWORK, INC. SERVICE AGREEMENT

THIS AGREEMENT FOR SERVICE ("Agreement") is made as of _____ (insert date) (the "Effective Date") between City of Belleville, IL ("Account Holder") and Payment Service Network, Inc. ("PSN").

RECITALS

Account Holder wishes to register its business with PSN so that Account Holder's customers ("Customers") can make payments through the PSN Web site, www.PaymentServiceNetwork.com (the "Site"), by facsimile transmission, or telephonically via 800# access.

Account Holder and PSN desire to formalize their agreement as set forth below.

NOW THEREFORE, in consideration of the Account Holder's registration for the Services, the foregoing recitals, the mutual promises herein contained and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, Account Holder and PSN, intending to be legally bound, hereby agree as follows:

1. Account Holder authorizes PSN to collect payments from Customers to the extent such Customers have agreed to the terms and conditions of the Site. PSN shall collect the "Fees" (as shown on Schedule B) in the manner, amounts and pursuant to the terms set forth on Schedule B. Schedule B specifies those Fees payable by the Customer and those Fees payable by the Account Holder.
2. The Services to be provided by PSN (the "Services") are as follows:
 - a. PSN agrees to accept payments from the Customers by checking/savings account or credit/debit card through the Site, or otherwise (phone in or fax in). Customers who utilize PSN's payment network will also be required to register on the Site and will be bound by the terms and conditions set forth on the Site.
 - b. Account Holder is given real-time access to all account information via PSN's administrative logon. Such access will be provided to all Account Holder representatives designated in writing by Account Holder. The account information available will include transaction totals, specification by account, and specification by transaction/account type (e.g. utilities, taxes). PSN and Account Holder will jointly work to develop compatibility of the reporting and accounting information with the Account Holder's management and account software. Said access to all account information will be provided by PSN to Account Holder under the following conditions.
 1. Said compatibility does not adversely affect, alter or change PSN's established service;
 2. Said compatibility is a joint effort between PSN and Account Holder with the Account Holder providing all the needed information to PSN regarding current and/or future management and accounting software.

PAYMENT SERVICE NETWORK, INC. SERVICE AGREEMENT

- c. PSN will provide, for each Customer who sets up a profile within the PSN system, real-time access to such Customer's account information (but not the information of any other Customer) through the Site. If applicable, PSN will inform each Customer of the charging and amount of any subscription and/or fees or charges for the Services that will be charged to the Customer for the Services. PSN agrees to indemnify and hold harmless Account Holder from all claims and liabilities arising out of a dispute based on non-disclosure of PSN Fees to Customers.
 - d. PSN will provide Account Holder with Check 21 services as described in, and on the terms and conditions set forth in, the Check 21 Addendum if Account Holder provides PSN with a written request for such services. Account Holder agrees to be bound by the terms of such Addendum if it elects to receive such services.
 - e. PSN will provide Account Holder with V Post services as described in, and on the terms and conditions set forth in, the V Post Addendum if Account Holder provides PSN with a written request for such services. Account Holder agrees to be bound by the terms of such Addendum if it elects to receive such services.
 - f. PSN will provide Cash Distribution services as described in, and on the terms and conditions set forth in, the Cash Distribution Addendum if Account Holder provides PSN with a written request for such services. Account Holder agrees to be bound by the terms of such Addendum if it elects to receive such services.
 - g. PSN will provide a non-exclusive license to use a Customized Mobile App as described in, and on the terms and conditions set forth in, the Mobile Application Addendum if Account Holder provides PSN with a written request for such services. Account Holder agrees to be bound by the terms of such Addendum if it elects to receive such services.
3. PSN reserves the right to modify the Services and Fees and service charges chargeable to Account Holder or its Customers in its sole discretion from time to time. PSN will notify Account Holder of material modifications to the Services or Fees and service charges by electronic means to a designated representative of Account Holder or by written notice at least thirty (30) days prior to the effective date of any such modifications. Account Holder also consents to receiving from PSN any Federal tax statements or other notices required by Federal, State or Local law in an electronic format.
 4. Account Holder agrees to cooperate with PSN in resolving any disputes between Account Holder and Customers in a timely manner, reaffirming that PSN is only a payment intermediary and does not own the property or business or represent the Account Holder or Customer in such disputes. Disputed transactions and chargeback's will be handled in the following manner:

PAYMENT SERVICE NETWORK, INC. SERVICE AGREEMENT

a. Credit Card Transactions:

1. PSN will notify Account Holder via electronic mail of any disputed credit card payments or chargeback's from Account Holder's Customers. Account Holder agrees to follow its standard operating procedures to resolve such disputed or charge-backed credit card payments and work with PSN, the credit card company, or its agents to investigate any such cases and assist in resolving any such claims.
2. Account Holder will be charged a fee of Fifteen Dollars (\$15.00) for each chargeback that is ultimately allowed, at which time, Account Holder gives PSN the authorization to automatically debit Account Holder's account for the total of the original transaction plus the Fifteen Dollars (\$15.00) chargeback fee for the purpose of charging it back to the Customer.

b. ACH - Checking and Savings Account Transactions:

1. Problem transactions: NSF, Invalid Account, Receiver's Account Closed, No Account, Stopped Payment, Account Frozen, Customer Does Not Authorize Payment, RDFI Not ACH Member and/or any other Return Reason Codes as labeled in NACHA Processing Guidelines will be resolved in the following manner:
 - a. PSN will notify Account Holder and Customer of said problem;
 - b. PSN will stop payment if funds have not already been deposited or, if directed by Customer, process another transaction for Customer.
 - c. In the event that PSN, within one (1) business day, cannot collect the appropriate information from Customer in order to complete the reprocessing of the Customer's transaction and funds from said transaction have been deposited into Account Holder's account, PSN will debit Account Holder's account for a total sum of the original deposit for said transaction.
5. The initial term of this Agreement shall be for a period of three (3) years commencing on the date that the first payment transaction is processed by PSN for any Customers under this Agreement (the "Initial Term"), and shall automatically extend for additional periods of one (1) year (each, an "Extension Term") unless one of the parties provides the other party with written notice of termination of this Agreement at least sixty (60) days prior to the end of the Initial Term or any Extension Term. Notwithstanding the foregoing, Account Holder may terminate this Agreement upon ninety (90) days' prior written notice and payment of Five Hundred Fifty Dollars (\$550.00) to PSN as an early termination fee, *provided however*, that no early termination fee shall be due or payable by Account Holder if it terminates this Agreement under this Section within thirty (30) days of the date on which PSN delivers notice of material modifications to the Services, Fees or service charges under Section 3 of this Agreement other than

PAYMENT SERVICE NETWORK, INC. SERVICE AGREEMENT

increases of fees and service charges that are attributable to direct pass through increases from PSN's merchant bank. PSN will process all payments received prior to the date of termination and forward them to Account Holder's account. No Payments will be accepted from Customers after the date of termination. All obligations of Account Holder arising from transactions prior to termination shall survive termination of this Agreement. PSN will notify all Customers registered on the Site as to the termination of this Agreement and inform such Customers that future payments are to be made directly to Account Holder. Notwithstanding any termination of this Agreement, for a period of one hundred eighty (180) days after such termination, Account Holder acknowledges and agrees that PSN shall have the right to automatically withdraw any amounts from Account Holder's depository account that PSN would otherwise have the right to withdraw during the term of this Agreement, including without limitation, credit card chargebacks, the reversal of any Customer payments deposited by PSN into Account Holder's account for which there are insufficient funds, and other disputed charges and problem transactions specified in paragraph 4 of this Agreement.

6. This Agreement may not be assigned by Account Holder without PSN's prior written consent. If PSN gives consent to assignment of this Agreement by Account Holder as set forth above, PSN reserves the right to charge the assignee the Setup Fees shown in Schedule B. PSN may assign this Agreement.
7. This Agreement and the Services to be provided by PSN hereunder in no way alters or modifies the obligations contained in the agreements, if any, between Account Holder and Customers.
8. Account Holder represents, warrants and covenants to PSN that PSN is authorized to collect payments from the Customers for which Account Holder provides PSN the required information. Account Holder further represents, warrants and covenants to PSN: (a) Account Holder has the authority to enter into this Agreement and perform its obligations set forth therein; (b) Account Holder will provide all reasonable assistance to PSN and its subcontractors in providing the Services set forth herein; (c) Account Holder and its authorized users will only use the Services for lawful purposes and in compliance with the rules and regulations of the applicable payment processors (including, without limitation, MasterCard, Visa, Discover and American Express), credit card issuers, and depository account institutions (collectively, the "Rules and Regulations"), and in accordance with PSN's account documentation, policies, specifications, and operating procedures, and will not violate any law of any country or the intellectual property rights of any party; (d) Account Holder shall timely provide all required disclosures to its Customers and obtain any required authorizations pursuant to the Rules and Regulations; (e) Account Holder shall maintain or destroy, as applicable, checks, receipts, and/or payer authorizations in accordance with applicable law and/or retention periods; and (f) Account Holder and its authorized users will not (i) sell, lease, distribute, license or sublicense PSN's Site, technology or Services, (ii) engage in spamming, mail-bombing, spoofing or any other fraudulent, illegal or unauthorized use of the

Note: Bank interchange rates are subject to change; therefore, this quote is valid for 15 days from date of issue.
Payment Service Network, Inc. | 2901 International Lane, Madison WI 53704 | www.PaymentServiceNetwork.com

PAYMENT SERVICE NETWORK, INC. SERVICE AGREEMENT

Services; (iii) introduce or transmit through the Site, technology or Services, without limitation, via any portion of the Account Holder's computer system that interfaces with the Site, technology or Services, or otherwise; any virus, worm, software lock, drop dead device, trojan-horse routine, trap door, back door, timer, time bomb, clock, counter or other limiting routine, instruction or design or any other codes or instructions that may be used to access, modify, delete, damage, disable or prevent the use of the Site, technology, or services or other computer systems of PSN or its subcontractors; and (iv) should Account Holder receive notice of any claim regarding the Site or Services, Account Holder shall promptly provide PSN with a written notice of such claim.

9. a. Account Holder agrees to defend, indemnify, and hold PSN harmless from and against any third-party claims and/or Customer claims, including any damages, costs, expenses and attorneys' fees to the extent arising, in whole or in part, out of (a) any inaccuracy in or breach of Account Holder's representations and warranties contained in this Agreement; (b) Account Holder's breach of any covenant or obligation contained in this Agreement; (c) any claims or disputes arising under any agreement between Account Holder and a Customer (or any third party) or otherwise relating to the relationship between Account Holder and a Customer (or any third party) including, without limitation, any dispute over the amount owed by a Customer to Account Holder (other than claims relating to PSN fees); and (d) any claims or disputes caused in whole or in part by the information or directions provided to PSN by Account Holder or its agents.

b. PSN agrees to defend, indemnify, and hold Account Holder harmless from and against any third-party claims and/or Customer claims, including any damages, costs, expenses and attorney's fees to the extent arising, in whole or in part, out of (a) any inaccuracy in or breach of PSN's representations and warranties contained in this Agreement; (b) PSN's breach of any covenant or obligation contained in this Agreement; and (c) any claims or disputes arising under any agreement between PSN and a Customer (or any third party) or otherwise relating to the relationship between PSN and a Customer (or any third party). PSN's obligations under this paragraph do not apply to any of the foregoing causes to the extent resulting from acts or omissions of Account Holder.
10. PSN and Account Holder are independent contractors and this Agreement does not establish any relationship of partnership, joint venture, employment, franchise or agency between PSN and Account Holder. Neither PSN nor Account Holder will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent, except as otherwise expressly provided herein.
11. PSN represents that it owns and will retain during the term of this Agreement all proprietary rights in and to all development tools, routines, subroutines, applications, software and other materials that PSN may use in connection with implementation and operation of the Site, and has the right to license and

PAYMENT SERVICE NETWORK, INC. SERVICE AGREEMENT

otherwise permit Account Holder's and Customers' usage of such Site and other materials in accordance with the terms of the Agreement. This Agreement does not transfer to Account Holder any ownership or proprietary rights in PSN's Site, technology or any work or any part thereof, and all right, title and interest in and to PSN's Site and technology will remain solely with PSN. PSN agrees to indemnify and hold Account Holder harmless from any liabilities or charges, including attorney's fees, arising out of any claim that PSN or Account Holder has infringed the proprietary rights of others in performing the Services under this Agreement or in operating the Site.

- a. PSN shall notify Account Holder if PSN changes or adds any functionality of the Services as implemented on the Site. Under no circumstance shall PSN offer Customers of Account Holder any community features (such as mail, chat, message boards, or the ability to create home pages) from the Site. PSN shall not, in conjunction with the Site or the Services, use any interstitials Web pages, pop-up windows, other intermediate steps or any other content which acts as a barrier to the transaction of a Customer from Account Holder's Web site to the Site.
- b. PSN shall be responsible for providing all customer support regarding the Services or the Site and Account Holder may redirect to PSN any associated customer support inquiries.
- c. PSN's privacy policy shall make any disclosures, or obtain any Customer consent necessary, to make the disclosures about Customers back to Account Holder required by this Agreement.
- d. Account Holder hereby grants to PSN a non-exclusive, worldwide, revocable right to use Account Holder's domain names, trademarks and logos reasonably necessary for PSN to perform under this Agreement (collectively, the "Marks"). Account Holder may terminate the foregoing right to use the Marks if, in Account Holder's sole discretion, PSN's use of the Marks is not related to PSN's performance under this Agreement or PSN's use of the Marks tarnishes, blurs, diminishes, or dilutes the quality associated with the Marks or the associated goodwill and such inappropriate use is not cured within thirty (30) days of notice of such inappropriate use. Title to and ownership of the Marks shall remain with Account Holder, and PSN shall have no ownership interest in the Marks. PSN shall not take any action inconsistent with Account Holder's ownership of the Marks, and any benefits accruing from the use of such Marks shall automatically vest in Account Holder.

12. PSN WARRANTS THAT IT WILL PERFORM THE SERVICES IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT. EXCEPT AS SET FORTH IN THE PREVIOUS SENTENCE AND PARAGRAPH 11 ABOVE, PSN AND ITS SUBCONTRACTORS MAKE NO REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY

PAYMENT SERVICE NETWORK, INC. SERVICE AGREEMENT

REGARDING OR RELATING TO ANY OF THE SITE, TECHNOLOGY OR SERVICES AND/OR ACCESS TO OR USE OF THE SITE SERVICES OR TECHNOLOGY PROVIDED TO ACCOUNT HOLDER AND/OR ITS CUSTOMERS HEREUNDER. PSN AND ITS SUBCONTRACTORS SPECIFICALLY DISCLAIM ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. PSN AND ITS SUBCONTRACTORS ALSO DO NOT GUARANTEE THAT ACCOUNT HOLDER'S AND/OR ITS CUSTOMERS' ACCESS TO THE SITE OR SERVICES PROVIDED UNDER THIS AGREEMENT WILL BE UNINTERRUPTED, ERROR FREE OR SECURE. PSN AND ITS SUBCONTRACTORS DO NOT GUARANTEE THE ACCURACY OF, AND SPECIFICALLY DISCLAIM LIABILITY FOR, INFORMATION OR DATA THAT IS SUPPLIED OR KEY-ENTERED BY ACCOUNT HOLDER, ACCOUNT HOLDER'S CUSTOMERS OR ACCOUNT HOLDER'S EMPLOYEES OR AGENTS. PSN AND ITS SUBCONTRACTORS DO NOT WARRANT THE ACCURACY, RELIABILITY, COMPLETENESS OR TIMELINESS OF THE CONTENT OF INTERNET WEB SITES OR OTHER DATA RECEIVED BY ACCOUNT HOLDER OR ACCOUNT HOLDER'S CUSTOMERS VIA THE INTERNET.

NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, IN NO EVENT WILL PSN'S LIABILITY TO ACCOUNT HOLDER, CUSTOMERS, OR ANY THIRD PARTY FOR ANY DAMAGES OF ANY KIND, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED AN AMOUNT EQUAL TO THE FEES PAID BY ACCOUNT HOLDER AND ITS CUSTOMERS TO PSN FOR THE SERVICES DURING THE SIX (6) MONTHS PRECEDING THE DATE ON WHICH THE CLAIM FIRST ACCRUED (THE "LIABILITY CAP"). PSN SHALL NOT BE LIABLE TO ACCOUNT HOLDER, CUSTOMERS OR ANY OTHER PERSON FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL (INCLUDING LOSS OF BUSINESS PROFITS) OR PUNITIVE DAMAGES FOR ANY MATTER ARISING OUT OF OR RELATING TO THE SITE, THE SERVICES, THIS AGREEMENT OR ITS SUBJECT MATTER, EVEN IF PSN HAS BEEN APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING.

13. PSN agrees that all information of Account Holder and Customers, including without limitation, Customers' names, addresses and account numbers, shall be treated as confidential by PSN, shall not be disclosed to any third party (other than to credit card issuers or PSN's processing bank in the performance of this Agreement) except as required by law.

PSN agrees not to exploit or use such information except as expressly permitted by this Agreement, and shall not sell, purchase, provide or exchange credit card account number information without the written consent of the Customer. PSN will destroy any cardholder information that is no longer necessary in a manner that will render the data unreadable.

PAYMENT SERVICE NETWORK, INC. SERVICE AGREEMENT

14. PSN agrees to procure and maintain the following insurance policies and bond in no less than the following minimum amounts (or such other minimum amounts, if higher, as required by law), with such reasonable deductibles as PSN shall determine:

Errors and Omissions Professional Liability Coverage

\$1,000,000 Each Claim; \$1,000,000 Aggregate

Commercial Umbrella Liability Coverage

\$2,000,000 Each Occurrence; \$2,000,000 Aggregate

Commercial Crime Coverage

\$250,000 Form A - Blanket Employee Dishonesty; \$250,000 Form B - Forgery or Alteration; \$10,000 Form C - Money and Securities; \$250,000 Business Service Bond; \$2,500 Deductible

Commercial General Liability Coverage

\$2,000,000 General Aggregate; \$1,000,000 Each Occurrence; \$100,000 Fire Damage; \$5,000 Medical Expense

Workers Compensation and Employers Liability Coverage

\$100,000 Accident; \$500,000 Policy Limit; \$100,000 Each Employee.

15. Account Holder understands that PSN is party to a Merchant Services Agreement pursuant to which PSN is being provided with certain payment processing services by a member (a "Provider") of Mastercard, Visa, Discover and/or similar entities (collectively, "Associations"), and that Account Holder is a sub-merchant under said Merchant Services Agreement. As a conditional precedent to PSN's obligations under this Agreement, Account Holder shall enter into a Sub-Merchant Agreement with the Provider (on Provider's current form) to satisfy the Associations' requirement that the Account Holder have a direct contractual relationship with a member of the Associations.
16. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin, without application of its conflicts of law principles. For the purpose of any dispute arising under, or related in any way to, the subject matter of this Agreement, the parties agree that such dispute shall be heard exclusively by the federal or state courts situated in Dane County, Wisconsin. The parties hereby submit to the exclusive jurisdiction of the federal and state courts situated in Dane County, Wisconsin, and agree not to raise any objection to or defense based upon the venue of said courts.

EACH PARTY HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A RIGHT OF TRIAL BY JURY WITH RESPECT TO ANY DISPUTE ARISING UNDER OR RELATED IN ANY WAY TO THE SUBJECT MATTER OF THIS AGREEMENT.

17. Account Holder will certify to PSN the identity of any person Account Holder has authorized to act as its agent with respect to the Services. Any such person is authorized to, without limitation, take any action on behalf of Account Holder as it relates to any Services. PSN shall be able to conclusively presume that such

PAYMENT SERVICE NETWORK, INC. SERVICE AGREEMENT

agency continues until PSN receives written notice to the contrary. PSN may rely on instructions received from such persons and need not make any inquiries to confirm that the instructions are within the scope of the agency.

18. The undersigned warrants and represents that he/she has all requisite authority to execute this Agreement on behalf of Account Holder, and that he/she is authorized to bind Account Holder to the terms of this Agreement.
19. This Agreement may be executed in counterparts. Each such counterpart shall be considered an original, and all of such counterparts shall constitute a single agreement binding the parties as if they had signed a single document. Faxed, photocopied and scanned signatures shall be acceptable to and legally binding on the parties to this Agreement. No party to this Agreement shall raise the use of a facsimile machine, email transmissions, or other electronic transmission to deliver a signature or the fact that any signature or this Agreement were transmitted or communicated through the use of facsimile machine, by email, or other electronic transmission as a defense to the formation of a contract and each such party forever waives any such defense.

[Signature Page Follows]

PAYMENT SERVICE NETWORK, INC. SERVICE AGREEMENT

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

ACCOUNT HOLDER

Company: _____

Signature: _____

Print Name: _____

Title: _____

PAYMENT SERVICE NETWORK, Inc.

By: _____

Name: Marll Thiede

Title: CFO

Payment Service Network, Inc.
2901 International Lane, Suite 101
Madison, WI 53704
608-442-5088 Direct
608-442-5116 Fax
877-390-7368 Toll Free

PAYMENT SERVICE NETWORK, INC. SERVICE AGREEMENT

SCHEDULE "A" [Fill out sections I, II and III]

I. Corporate Office Information

Contact Name: _____ Business Legal Name: _____
 Address: _____ City, State, ZIP: _____
 Telephone: _____ Fax: _____
 Email: _____ Business Tax ID (if different for each account, list below): _____

II. List of Properties, Accounts or Services: (Please use a separate sheet if needed or supply an Excel spreadsheet if possible.)

Total Number Payers	Service Description	Address (If different from Corporate above) (Include: Street Address, City, State, ZIP)	Tax ID	Last 4 Digits of Checking Account (if different for each)	Contact Person	Email	Phone Number
18,000	Sewer Payment						

III. Depositing and Invoicing Instructions and Request for Voided Check(s):

- Please indicate by checking the appropriate box how you want PSN to debit its Fees from your bank account(s).
 PSN should invoice and take its Fees from the same bank account(s) to which it is depositing funds.
 PSN should invoice and take its Fees from a different bank account than the one to which it is depositing funds.
- Attach to this Agreement, an actual voided check(s) for the bank account that PSN will deposit funds into and, if applicable, and/or a voided check of the account from which PSN will debit its Fees. It must be a printed voided check and not a starter check, a deposit slip or other substitute. If it is not possible to attach a voided check(s), then you can attach a letter from your bank(s), on bank letterhead that is legally signed by a bank representative, verifying your checking/savings account number and the bank's routing number. NOTE: If using more than one bank account, mark each voided check to clearly identify which service, property or account (from the list above) it represents.
- In order to debit Fees from your account(s), you may have to inform your bank(s) that Payment Service Network (PSN) is an approved vendor. Once you have signed and returned this Agreement, PSN will provide you with its official NACHA vendor number to provide to your bank(s).

PAYMENT SERVICE NETWORK, INC. SERVICE AGREEMENT

SCHEDULE "B" Fee Schedule for City of Belleville, IL Sewer Utility

The items marked with an "X" are applicable to this Agreement.

Setup/Equipment Fees					
<input checked="" type="checkbox"/>	One-time Setup		\$199.00	Paid by Account Holder	
<input checked="" type="checkbox"/>	Web Customization	Custom	\$200.00	Paid by Account Holder	
<input checked="" type="checkbox"/>	Mobile App	Standard	\$	NA	
<input checked="" type="checkbox"/>	Training	Included with Setup	\$	NA	
<input checked="" type="checkbox"/>	Software Integration with LOCIS	Included with Setup	\$	NA	
<input type="checkbox"/>	Custom Programming		\$	NA	
<input type="checkbox"/>	Integrated Swipe Credit Card Setup		\$	NA	
<input type="checkbox"/>	Check Scanning Equipment		\$	NA	
<input checked="" type="checkbox"/>	Credit Card Swipe Machine -- Quantity 1	VeriFone VX570 DC	\$365.00	Paid by Account Holder	
Monthly Fees					
<input checked="" type="checkbox"/>	Gateway including eBill Solution		\$89.95	Paid by Account Holder	
<input type="checkbox"/>	Bank Bill Pay eSolution/eCash Solution		\$	NA	
<input type="checkbox"/>	Mobile App		\$	NA	
<input type="checkbox"/>	Outbound Auto-Call Messaging		\$	NA	
<input checked="" type="checkbox"/>	Integrated Swiped Credit Card- Quantity 1		\$4.95	Paid by Account Holder	
Transaction Fees					
(all fees are per item; unless otherwise noted, only one fee will be charged per transaction)					
<input checked="" type="checkbox"/>	eChecking or eSavings Payment	<input checked="" type="checkbox"/> Online/Mobile	Net Deposit	\$1.00	Paid by Customer
		<input checked="" type="checkbox"/> Automated Phone	Net Deposit	\$1.00	Paid by Customer
		<input checked="" type="checkbox"/> Live PSN Rep	Net Deposit	\$1.00	Paid by Customer
<input checked="" type="checkbox"/>	Credit Card Payments <input checked="" type="checkbox"/> MasterCard <input checked="" type="checkbox"/> VISA <input checked="" type="checkbox"/> Discover <input type="checkbox"/> AmEx	<input checked="" type="checkbox"/> Online/Mobile	Net Deposit	2.75%*	Paid by Customer
		<input checked="" type="checkbox"/> Automated Phone	Net Deposit	2.75%*	Paid by Customer
		<input checked="" type="checkbox"/> Live PSN Rep	Net Deposit	2.75%*	Paid by Customer
<input type="checkbox"/>	Bank Bill Pay eSolution (bank-issued checks)		NA	\$	NA
<input type="checkbox"/>	eCash Solution		NA	\$	NA
<input type="checkbox"/>	Auto-Post Check Scanning (Check 21 or RDC)		NA	\$	NA
<input type="checkbox"/>	Virtual Point of Sale Terminal (VPOST)		NA	\$	NA
<input checked="" type="checkbox"/>	Advanced Integrated Credit Card Swipe		Net Deposit	2.75%*	Paid by Customer
<input type="checkbox"/>	Cash Distribution		NA		NA
Other Fees					
<input checked="" type="checkbox"/>	Annual Security Compliance (billed annually)		Due each December	\$89.00	Paid by Account Holder
<input checked="" type="checkbox"/>	Outbound Auto-Call Messaging		Only answered calls get assessed the fee; recording device pickups are considered answered.	15c per minute, 2 minute minimum	Paid by Account Holder
<input checked="" type="checkbox"/>	NSF (for online and phone check/savings transactions with insufficient funds)			\$9.95	Paid by Account Holder
<input type="checkbox"/>	NSF (for scanned and VPOST checks)			\$	NA
<input type="checkbox"/>	NSF (for Cash Distribution transactions with insufficient funds)		A second violation can be cause for disconnection of Cash Distribution Solution	\$	NA
<input checked="" type="checkbox"/>	Chargeback (for credit cards that are disputed)			\$15.00	Paid by Account Holder

*If payment is less than \$100, the Customer will be charged 2.75% plus 50c.

Net Deposits are Customer payment deposits less Transaction Fees.

Gross Deposits are Customer payment deposits including Customer paid Transaction Fees, if any.

PAYMENT SERVICE NETWORK, INC. SERVICE AGREEMENT

SCHEDULE "B" continued

Fee Schedule for City of Belleville, IL

Account Holder's designated depository account(s) shall mean any and all depository accounts which Account Holder has designated in a writing delivered to PSN for PSN to make deposits of payments made by Account Holder's Customers/Payees. Account Holder may only change designated depository account(s) upon not less than fifteen (15) days prior written notice to PSN, provided that Account Holder completes and timely delivers to PSN all forms required by PSN to complete the change in designated depository account(s).

Account Holder agrees to pay the Setup/Equipment Fees set forth in this Schedule B upon execution of this Agreement. Account Holder agrees to pay Monthly Fees set forth in this Schedule B on or about the first day of each month. All such Setup/Equipment and Monthly Fees are non-refundable and will be automatically withdrawn by PSN via auto debit from the Account Holder's designated depository account(s) as set up with PSN or, at PSN's option, deducted from Customer payments before such payments are deposited into Account Holder's designated depository account.

Account Holder agrees to pay Transaction Fees and Other Fees as designated in Schedule B. PSN shall, at PSN's option, (a) deduct Transaction Fees and Other Fees from Customer payments before such payments are deposited into Account Holder's designated depository account and/or (b) auto-debit from Account Holder's depository account(s) on or around the first of every month the total of all Transaction Fees and Other Fees incurred during the immediately preceding month which were deposited into the Account Holder's depository account.

PSN will endeavor to have Customer payments deposited into Account Holder's designated account or accounts within three (3) banking days of payment, however, Account Holder acknowledges that it may take up to five (5) banking days to complete such deposits due to bank notification times and different deposit frequencies from the credit card processors to PSN. A "banking day" is a day of the week on which a bank or financial institution is open to the public for carrying on all of its banking functions (i.e., Monday through Friday, excluding Saturday, Sunday and legal holidays).

PSN acknowledges and agrees that all amounts received from Customers less per item Transaction Fees collected by PSN, and less any Monthly Fees and Other Fees (collectively, "Fees") owed by Account Holder, will be the property of the Account Holder and PSN will have no right to retain such amounts for any reason, including, without limitation, pursuant to any rules of bankruptcy or insolvency. PSN will function as a repository for the net funds and not as owner of the net funds at any time (other than the Fees owed to PSN). PSN's failure to deduct or auto-debit any Setup/Equipment Fees, Monthly Fees, Transaction Fees or Other Fees ("Unpaid Fees") does not forfeit PSN's right to collect such Unpaid Fees from Account Holder at a later date, and Account Holder agrees to pay such Unpaid Fees to PSN. PSN is hereby granted a security interest in amounts received from Customers to secure payment of the Unpaid Fees, and shall have a contractual right of offset against amounts received from Customers equal to the amount of Unpaid Fees.

[Signature Page Follows]

PAYMENT SERVICE NETWORK, INC. SERVICE AGREEMENT

ACCOUNT HOLDER:

Signature: _____

Date: _____

Print Name: _____

Title: _____

MERCHANT SERVICES AGREEMENT FOR SUB-MERCHANTS

This MERCHANT SERVICES AGREEMENT FOR SUB-MERCHANTS ("Agreement") is made among VANTIV, LLC, having its principal office at 8500 Governors Hill Drive, Symmes Township, OH 45249-1384 and its designated Member Bank (collectively "Acquirer") and _____
City of Belleville, IL _____ ("Sub-merchant") in connection with the agreement between Sub-

merchant and Payment Service Network, Inc. ("Provider"). Acquirer will provide Sub-merchant with certain payment processing services ("Services") in accordance with the terms of this Agreement. In consideration of Sub-merchant's receipt of credit or debit card funded payments, and participation in programs affiliated with MasterCard International Inc. ("MasterCard"), VISA U.S.A. Inc. ("VISA"), Discover ("Discover"), and certain similar entities (collectively, "Associations"), Sub-merchant is required to comply with the Operating Regulations (defined below) as they pertain to applicable credit and debit card payments. In addition, if Sub-merchant meets certain requirements under the Operating Regulations or an Association or the Operating Regulations otherwise require, Sub-merchant may be required to enter into a direct relationship with an entity that is a member of the Associations. By executing this Agreement, Sub-merchant has fulfilled such requirement. However, Acquirer understands that Sub-merchant may have contracted with Provider to obtain certain processing services and that Provider may have agreed to be responsible to Sub-merchant for all or part of Sub-merchant's obligations contained herein.

NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual promises contained herein, the parties agree as follows:

1. **Certain Sub-merchant Responsibilities.** Sub-merchant agrees to comply, and to cause third parties acting as Sub-merchant's agent ("Agents") to comply, with the Association's and other payment network's by-laws, operating regulations and/or all other rules, policies and procedures, including but not limited to the Payment Card Industry Data Security Standard, the VISA Cardholder Information Security Program, the MasterCard Site Data Protection Program, and any other program or requirement that may be published and/or mandated by the Associations or payment networks (collectively "Operating Regulations"). Sub-merchant may review the VISA, MasterCard, and Discover websites for a copy of the Visa, MasterCard and Discover regulations. The websites are: <http://usa.visa.com/merchants/> and <http://www.mastercard.com/us/merchant/> and <http://www.discovernetwork.com/merchants/>. Sub-merchant also agrees to comply with all applicable state, federal, and local laws, rules, and regulations ("Laws"). Without limiting the foregoing, Sub-merchant agrees that it will fully comply with any and all anti-money laundering laws and regulations, including but not limited to the Bank Secrecy Act, the US Treasury's Office of Foreign Assets Control (OFAC) and USA Patriot Act (or similar law, rule or regulation) and the Federal Trade Commission. For purposes of this section, Agents include, but are not limited to, Sub-merchant's software providers and/or equipment providers.

If appropriately indicated in Sub-merchant's agreement with Provider, Sub-merchant may be a limited-acceptance merchant, which means that Sub-merchant has elected to accept only certain Visa and MasterCard card types (i.e., consumer credit, consumer debit, and commercial cards) and must display appropriate signage to indicate the same. Acquirer has no obligation other than those expressly provided under the Operating Regulations and applicable law as they may relate to limited acceptance. Sub-merchant, and not Acquirer, will be solely responsible for the implementation of its decision for limited acceptance, including but not limited to policing the card type(s) accepted at the point of sale.

Sub-merchant shall only complete sales transactions produced as the direct result of bona fide sales made by Sub-merchant to cardholders, and is expressly prohibited from processing, factoring, laundering, offering, and/or presenting sales transactions which are produced as a result of sales made by any person or entity other than Sub-merchant, or for purposes related to financing terrorist activities.

Sub-merchant may set a minimum transaction amount to accept a card that provides access to a credit account, under the following conditions: i) the minimum transaction amount does not differentiate between card issuers; ii) the minimum transaction amount does not differentiate between MasterCard, Visa, or any other acceptance brand; and iii) the minimum transaction amount does not exceed ten dollars (or any higher amount established by the Federal Reserve). Sub-merchant may set a maximum transaction amount to accept a card that provides access to a credit account, under the following conditions: Sub-merchant is a i) department, agency or instrumentality of the U.S. government; ii) corporation owned or controlled by the U.S. government; or iii) Sub-merchant whose primary business is reflected by one of the following MCCs: 8220, 8244, 8249 –Schools, Trade or Vocational; and the maximum transaction amount does not differentiate between MasterCard, Visa, or any other acceptance brand.

2. **Sub-merchant Prohibitions.** Sub-merchant must not i) require a cardholder to complete a postcard or similar device that includes the cardholder's account number, card expiration date, signature, or any other card account data in plain view when mailed, ii) add any tax to transactions, unless applicable law expressly requires that a Sub-merchant impose a tax (any tax amount, if allowed, must be included in the transaction amount and not collected separately), iii) request or use an account number for any purpose other than as payment for its goods or services, iv) disburse funds in the form of travelers checks if the sole purpose is to allow the cardholder to make a cash purchase of goods or services from Sub-merchant, v) disburse funds in the form of cash unless Sub-merchant is dispensing funds in the form of travelers checks, TravelMoney cards, or foreign currency (in such case, the transaction amount is limited to the value of the travelers checks, TravelMoney cards, or foreign currency, plus any commission or fee charged by the Sub-merchant), or Sub-merchant is participating in a cash back service, vi) submit any transaction receipt for a transaction that was previously charged back to the Acquirer and subsequently returned to Sub-merchant, irrespective of cardholder approval, vii) accept a Visa consumer credit card or commercial Visa product issued by a U.S. issuer to collect or refinance an existing debt, viii) accept a card to collect or refinance an existing debt that has been deemed uncollectable, or ix) submit a transaction that represents collection of a dishonored check. Sub-merchant further agrees that, under no circumstance, will Sub-merchant store cardholder data in violation of the Laws or the Operating Regulations including but not limited to the storage of track-2 data. Neither Sub-merchant nor its Agent shall retain or store magnetic-stripe data subsequent to the authorization of a sales transaction.

3. **Settlement.** Upon receipt of Sub-merchant's sales data for card transactions, Acquirer will process Sub-merchant's sales data to facilitate the funds transfer between the various Associations and Sub-merchant. After Acquirer receives credit for such sales data, subject to the terms set forth herein, Acquirer will fund Sub-merchant, either directly to the Sub-merchant-Owned Designated Account or through Provider to an account designated by Provider ("Provider Designated Account"), at Acquirer's discretion, for such card transactions. Sub-merchant agrees that the deposit of funds to the Provider Designated Account shall discharge Acquirer of its settlement obligation to Sub-merchant, and that any dispute regarding the receipt or amount of settlement shall be between Provider and Sub-merchant. Acquirer will debit the Provider Designated Account for funds owed to Acquirer as a result of the Services provided hereunder, provided that Acquirer may also debit Sub-merchant's designated demand deposit account ("Sub-merchant-Owned Designated Account") upon receipt of such account information from Sub-merchant or Provider, or if Acquirer deposits settlement funds into the Sub-merchant-Owned Designated Account. Further, if a cardholder disputes a transaction, if a transaction is charged back for any reason, or if Acquirer reasonably believes a transaction is unauthorized or otherwise unacceptable, the amount of such transaction may be charged back and debited from Sub-merchant or Provider.

4. **Term and Termination.** This Agreement shall be binding upon Sub-merchant upon Sub-merchant's execution. The term of this Agreement shall begin, and the terms of the Agreement shall be deemed accepted and binding upon Acquirer, on the date Acquirer accepts this Agreement by issuing a merchant identification number, and shall be coterminous with Provider's agreement with Sub-merchant.

Notwithstanding the foregoing, Acquirer may immediately cease providing Services and/or terminate this Agreement without notice if (i) Sub-merchant or Provider fails to pay any amount to Acquirer when due, (ii) in Acquirer's opinion, provision of a service to Sub-merchant or Provider may be a violation of the Operating Regulations or any Laws, (iii) Acquirer believes that Sub-merchant has violated or is likely to violate the Operating Regulations or the Laws, (iv) Acquire determines Sub-merchant poses a financial or regulatory risk to Acquirer or an Association, (v) Acquirer's agreement with Provider terminates, (vi) any Association deregisters Provider, (vii) Acquirer ceases to be a member of the Associations or fails to have the required licenses, or (viii) Acquirer is required to do so by any of the Associations.

5. **Limits of Liability.** Sub-merchant agrees to provide Acquirer, via a communication with Provider, with written notice of any alleged breach by Acquirer of this Agreement, which notice will specifically detail such alleged breach, within thirty (30) days of the date on which the alleged breach first occurred. Failure to so provide notice shall be deemed an acceptance by Sub-merchant and a waiver of any and all rights to dispute such breach.

EXCEPT FOR THOSE EXPRESS WARRANTIES MADE IN THIS AGREEMENT, ACQUIRER DISCLAIMS ALL WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Sub-merchant's sole and exclusive remedy for any and all claims against Acquirer arising out of or in any way related to the transactions contemplated herein shall be termination of this Agreement. In the event that Sub-merchant has any claim arising in connection with the Services, rights, and/or obligations defined in this Agreement, Sub-merchant shall proceed against Provider and not against Acquirer, unless otherwise specifically set forth in the Operating Regulations. In no event shall Acquirer have any liability to Sub-merchant with respect to this Agreement or the Services. Sub-merchant acknowledges Acquirer is only providing this Agreement to assist in Provider's processing relationship with Sub-merchant, that Acquirer is not liable for any action or failure to act by Provider, and that Acquirer shall have no liability whatsoever in connection with any products or services provided to Sub-merchant by Provider. If Provider is unable to provide its services to Sub-merchant in connection with this Agreement and Acquirer elects to provide those services directly, Sub-merchant acknowledges and agrees that the provisions of this Agreement will no longer apply and the terms of Acquirer's then current Bank Card Merchant Agreement, which would be provided to Sub-merchant, will govern Acquirer's relationship with Sub-merchant. If Provider subsequently provides its services to Sub-merchant in connection with this Agreement, Acquirer will cease to provide such services after receipt of notice from Provider and this Agreement will govern Acquirer's relationship with Sub-merchant.

6. **Miscellaneous.** This Agreement is entered into, governed by, and construed pursuant to the laws of the State of Ohio without regard to conflicts of law provisions. This Agreement may not be assigned by Sub-merchant without the prior written consent of Acquirer. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, transferees and assignees. This Agreement is for the benefit of, and may be enforced only by, Acquirer and Sub-merchant and is not for the benefit of, and may not be enforced by, any other party. Acquirer may amend this Agreement upon notice to Sub-merchant in accordance with Acquirer's standard operating procedure. If any provision of this Agreement is determined to be illegal or invalid, such illegality or invalidity of that provision will not affect any of the remaining provisions and this Agreement will be construed as if such provision is not contained in the Agreement "Member Bank" as used in this Agreement shall mean a member of VISA, MasterCard and/or Discover, as applicable, that provides sponsorship services in connection with this Agreement. As of the commencement of this Agreement, Member Bank shall be Fifth Third Bank, an Ohio Banking Corporation, located in Cincinnati, OH 45263. The Member Bank is a party to this Agreement. The Member Bank may be changed, and its rights and obligations assigned to another party by Acquirer at any time without notice to Sub-merchant.

IN WITNESS WHEREOF, this Agreement has been executed by Sub-merchant's authorized officer as of the date set forth below.

SUB-MERCHANT: _____

Signature: _____

Name: _____

Title: _____

Date: _____

Address: _____



Your Complete
PAYMENT, BILLING
& COMMUNICATIONS
Solution Provider

Payment Service Network, Inc.

March 6, 2014

Dean,

I fully understand why security is a concern. Let me label out the security features that are in place.

To start off, PSN has been processing electronic payments since 1999, currently process payments for over 5,000 companies and have never lost any information ever. We are required to have insurance in place and PSN maintains these insurances and bonds at or above the required levels. Below is an excerpt directly from our Agreement for Service labeling out the different policies in place.

Errors and Omissions Professional Liability Coverage

\$1,000,000 Each Claim
\$1,000,000 In The Aggregate
\$10,000 Deductible

Commercial Umbrella Liability Coverage

\$2,000,000 Each Occurrence
\$2,000,000 Aggregate
\$10,000 Retained Limit

Commercial Crime Coverage

\$250,000 Form A – Blanket Employee Dishonesty
\$250,000 Form B – Forgery or Alteration
\$10,000 Form C – Money and Securities
\$250,000 Business Service Bond
\$2,500 Deductible

Commercial General Liability Coverage

\$2,000,000 General Aggregate
\$2,000,000 Products/Completed Operations Aggregate
\$1,000,000 Personal and Advertising Injury
\$1,000,000 Each Occurrence
\$100,000 Fire Damage
\$5,000 Medical Expense

Workers Compensation and Employers Liability Coverage

\$100,000 Accident
\$500,000 Policy Limit
\$100,000 Each Employee

In addition to these insurances PSN also employs a security company whose task is to verify the integrity of our site. This company continuously tries to gain access to our system and also performs quarterly audits on our security. In addition to them verifying our site, they also do random visits with us here interviewing employees and verifying that all documents are secured.



Your Complete
PAYMENT, BILLING
& COMMUNICATIONS
Solution Provider

Payment Service Network, Inc.

A little bit about the security on our site, PSN is a Thawte Authentic Site, secured by Secured Socket Layer (SSL), we use the newest 256 bit encryption which has been accepted as the new standard by the National Institute of Standards and Technologies and has been adopted by HIPPA and other agencies for the use is securing sensitive information. This encryption means that the moment banking information is saved to our system it is encrypted which means you, me, and not even the person who entered in the information will have access to view their bank account once saved.

To take things one step farther, PSN has also been certified as Level 1 PCI Certified. This is a certification directly with VISA and adopted as the standard for handling credit card information. This certification takes about 2 years to obtain verifying our security protocols are in place and firewalls work properly.

Obviously the safe guards are in place, but if worst case were to happen and information or money was taken, retrieval and correction of this would be a joint effort between The City of Belleville, PSN, our bank, and any authorities that needed to be involved regarding the theft.

Let me know if there are any other concerns that I can help address.

Thanks,

RUTH PONDER

National Sales Representative

Payment Service Network, Inc.

866-917-7368 x 5058 (Toll Free)

608-442-5058 (Voice)

608-442-5116 (Fax)

rponder@PaymentServiceNetwork.com



Payment Service Network, Inc.

Your Complete
PAYMENT, BILLING
& COMMUNICATIONS
Solution Provider



www.cn.ca

Southern Region

CN
Joseph Wojcik
IC Track Design Technician
17641 S Ashland Ave.
Homewood, IL. 60430

T 708-332-4739
F 708-332-5474

March 5, 2014

File P-10208

Belleville wastewater Treatment Plant
450 Environmental Drive
Belleville, IL. 62220

RE: 50.57" PVC Sanitary & storm Sewer in a 66" steel casing
M. P. 13.99
Preparation fee \$750.00 paid
Charge \$12,200.00

Attached hereto in duplicate is agreement covering the above-described subject matter, which has been prepared pursuant to your request. Please have both copies executed and return to me for my further handling for execution on behalf of the Railroad Company. Acceptance of the agreement is not to be assumed until a fully executed copy has been returned.

Please note that payment of \$12,200.00 is to be made upon execution of the agreement. To avoid delay in our handling, the required remittance should be made with the return of the agreement.

Once execution of the agreement is complete, you must call Maryellen Carmody 248-452-4705 at least five (5) working days before commencing work. Flagman and cable locate will be required for this installation.

Sincerely,

Joseph Wojcik
IC Track Design Technician

LICENSE FOR UNDERGROUND PIPELINES, CABLES AND CONDUITS

THIS AGREEMENT made in duplicate this 5th of March, 2014, between ILLINOIS CENTRAL RAILROAD COMPANY, party of the first part, hereinafter called the Railroad, and

File P-10208

Belleville wastewater Treatment Plant
450 Environmental Drive
Belleville, IL. 62220

Party or parties of the second part, hereinafter called the Licensee,

WITNESSETH:

1. In consideration of a one time fee of \$12,200.00 in hand paid by the Licensee to the Railroad, the receipt whereof is hereby acknowledged and the faithful performance by the Licensee of the covenants herein contained, the Railroad, insofar as it lawfully may, hereby grants to the Licensee license and permission to construct and maintain a 50.57" PVC Sanitary & storm Sewer in a 66" steel casing (see attachment) (whether one or more pipes, cables or conduits hereinafter referred to as the "pipeline") across, along and underneath the property of the Railroad at M.P. 13.99 in Belleville, IL, said pipeline being more particularly shown upon the exhibits hereto attached and made a part hereof, subject to the following conditions and specifications:
2. The license and permission herein granted to Licensee are subject and subordinate; however, to the rights in Railroad, its successors and assigns, its grantees, lessees and licensees, to construct, reconstruct, operate, use, maintain, repair and renew on, beneath or above the property covered hereby, any structures, improvements or facilities of similar or different character as are now or in the future may be located on, beneath or above said properties.
3. Licensee shall, except in emergencies, give not less than 72 hours written notice to Railroad of the day, hour and location that it proposes to undertake any construction or maintenance work and in the event of an emergency shall notify Railroad as soon as possible.

Licensee shall require each of its contractors and subcontractors to observe and conform to the conditions and requirements specified herein; and for the purposes of the safety, protective and indemnification provisions hereof, such contractors and subcontractors, their agents, servants and employees, and other persons on the Railroad property at the invitation of the Licensee, its contractors or subcontractors, shall be deemed the agents or employees of the Licensee.

4. Licensee shall, at no expense to Railroad, obtain all permits and approvals required to exercise this license and Licensee shall install, maintain and operate its facilities in accordance with all requirements of lawful public authority. Licensee shall be responsible for any taxes, assessments and charges made against the pipeline or other of Licensee's facilities on Railroad's property or the operation of any of them.
5. The pipeline shall be installed at least 14.9 feet below the tracks of the Railroad, measured from base of rail to top of pipeline or, if no tracks are located on the property, at least 3.5 feet below natural ground. Said pipeline shall be constructed of such material and in such a manner as will assure the safety of Railroad. Railroad's authorized representative shall have the right, but not the duty, to require certain materials or procedures to be used or to supervise the construction, maintenance, restoration or other work on Railroad's property. If in the opinion of Railroad's authorized representative casing of the pipeline is required at the time of installation or at any time subsequent thereto, Licensee shall promptly arrange for such casing at its own risk and expense.
6. If, in the opinion of the authorized representative of Railroad the work to be done by the Licensee pursuant to this agreement will make necessary or desirable any change in the Railroad's facilities, or those of the Railroad's tenants or licensees, on the Railroad's property, the Railroad shall have the right, but not the duty, to make such changes, the expense thereof to be borne by the Licensee.

Railroad shall have the right, but not the duty, to furnish flagging or other protection or to perform work to support its tracks or otherwise protect its property or facilities at any time, at Licensee's sole risk and expense.

7. Licensee agrees at any time, or from time to time, at its own risk and expense, upon request of the authorized representative of the Railroad, to make such change or changes as may be necessary in the opinion of said representative to accommodate any change or improvements which Railroad may desire to make in or upon its property. In case Licensee shall fail within thirty (30) days after notice from Railroad to make such change or changes, Railroad shall have the right, but not the duty, to make such change or changes, or remove Licensee's facilities from said property at the risk and expense of Licensee.

8. Licensee shall at its expense take such measures as may be necessary and adequate in connection with its property or the property of railroad to protect facilities of Railroad and those of others using Railroad's property from interference by induction, conduction, physical contact or otherwise attributable to the exercise by Licensee of the license granted to it.

In the event Railroad advises Licensee to take any action to protect Railroad, its facilities or facilities on Railroad's property, Licensee shall promptly take the indicated action, including, but not limited to, stopping the operation of the pipeline. If Licensee fails to do so, Railroad shall have the right, but not the duty, to perform on behalf of Licensee at the sole risk and expense of Licensee.

9. In the event Railroad elects to renew, replace, repair or alter any tracks or other facilities or to construct new facilities or to make other use of the property covered by this license, and in connection therewith requires the removal of any facilities placed by Licensee on Railroad's property or should any facilities of Licensee need renewal or repair, Licensee shall, within 30 days of receipt of notice, arrange for such removal, renewal or repair at Licensee's risk and expense. In the event removal is required, the facilities shall be relocated at such location on Railroad's property as is designated by Railroad, provided that Railroad's authorized representative determines that a location is reasonably available. Renewal or repair shall be to such condition as is indicated by Railroad's authorized representative. If Licensee fails to comply with the foregoing, Railroad shall have the right, but not the duty, to remove, renew or repair such facilities at the sole risk and expense of Licensee.
10. Cost and expense for work performed by the Railroad pursuant to this agreement shall consist of the direct cost of labor and material plus Railroad's standard additives in effect at the time the work is performed. All payments required of Licensee under this agreement shall be made promptly upon presentation of a bill.
11. Licensee, as a further consideration and as a condition without which this license would not have been granted, agrees to indemnify and save harmless Railroad, its officers, employees and agents and to assume all risk, responsibility and liability for death of, or injury to, any persons, including, but not limited to, officers, employees, agents, patrons and licensees of the parties hereto, and for loss, damage or injury to any property, including but not limited to, that belonging to the parties hereto (together with all liability for any expense, attorneys' fees and costs incurred or sustained by the Railroad, whether in defense of any such claims, demands, actions and causes of action or in the enforcements of the indemnification rights hereby conferred) arising from, growing out of, or in any manner or degree directly or indirectly caused by, attributable to, or resulting from the grant or exercise of this license or the construction, maintenance, repair,

renewal, alteration, change, relocation, existence, presence, use, operation, or removal of any structure incident thereto, or from any activity conducted on or occurrence originating on the area covered by the license regardless of the negligence of Railroad, its officers, employees and agents. Licensee further agrees to release and indemnify and save harmless Railroad, its officers, employees, agents, patrons or invitees from all liability to Licensee, its officers, employees, agents or patrons, resulting from railroad operations at or near the area in which the license is to be granted whether or not the death, injury or damage resulting therefrom may be due to the negligence of the Railroad, its officers, employees or agents or otherwise. At the election of Railroad, the Licensee, upon receipt of notice to that effect, shall assume or join in the defense of any claim based upon allegations purporting to bring said claim within the coverage of this section.

12. Licensee shall secure, and maintain in place so long as this agreement is in effect, Commercial General Liability Insurance (Occurrence Form) in an amount not less than \$5,000,000 per occurrence, with an aggregate of not less than \$10,000,000 per annual period. The policy must name Railroad and its parent company, Canadian National Railway Company, as additional insured's in the following form:

Illinois Central Railroad Company, and its Parent Corporation,
Canadian National Railway Company
17641 S Ashland Ave
Homewood, IL 60430

The policy must not contain any provisions excluding coverage for injury, loss or damage arising out of or resulting from (a) doing business on, near, or adjacent to railroad track or facilities, or (b) surface or subsurface pollution, contamination or seepage, or from handling, treatment, disposal or dumping of waste materials or substances. Before commencing work, Licensee shall deliver to Railroad a certificate of insurance evidencing the foregoing coverage's and true and complete copies of the policies described above. Each policy shall include a waiver by the insurer of any right of subrogation against any recovery by or on behalf of any insured. Each policy shall provide for not less than thirty days prior written notice to Railroad of cancellation of or any material change in that policy.

13. If a contractor is to be employed by the Licensee for the installation of Facilities pursuant to this License, then, Before commencing work, the contractor shall provide and maintain the following insurance, in form and amount and with companies satisfactory to, and as approved by, the RAILROAD.
 - A. Statutory Workers' Compensation and Employer's Liability insurance.

- B. Automobile Liability in an amount not less than \$1,000,000 dollars combined single limit.
- C. An Occurrence Form Railroad Protective Policy with limits of not less than \$5,000,000 dollars per occurrence for Bodily Injury Liability, Property Damage Liability and Physical Damage to Property with \$10,000,000 dollars aggregate for the term of the policy with respect of Bodily Injury Liability, Property Damage Liability and Physical Damage to Property. The Policy must name the appropriate RAILROAD as the insured, and shall provide for not less than ten (10) days prior written notice to the RAILROAD'S as cancellation of, or any material change in the policy.

14. It is expressly understood Railroad does not warrant title to the premises and Licensee accepts the grant of privileges contained herein subject to all lawful outstanding existing liens and superior rights. Licensee agrees it shall not have to make any claim against Railroad for damages on account of any deficiency in title and agrees that in the event of failure or insufficiency of such title the sole remedy of Licensee shall be the right to return of the consideration paid in advance, provided for herein, or a proportionate part thereof in the event of a partial deficiency or insufficiency of title. Licensee further agrees to indemnify and save harmless the Railroad and to assure all risk, responsibility and liability (including any expenses, attorneys' fees and costs incurred or sustained by Railroad) arising from, growing out of, or in any manner or degree directly or indirectly attributable to or resulting from any deficiency or insufficiency of its title affecting the right of the Railroad to make this grant.
15. This agreement shall continue in force indefinitely from and after the date hereof, subject, however, to the right of either party to terminate this agreement as to the entire pipeline and all of the facilities of Licensee, or any part thereof, at any time or from time to time, as it may require, upon giving the other party ninety (90) days notice in writing of its desire to terminate this agreement, and indicating in said notice the extent of said line and facilities to which such termination shall apply. When this agreement shall be terminated as to the entire line and all of the facilities of Licensee or as to any part thereof, Licensee within thirty (30) days after the expiration of the time stated in said notice, agrees at its own risk and expense to remove said facilities from the property of Railroad, or such portion thereof as Railroad shall require removed, and to restore the railroad premises to a neat and safe condition, and if Licensee shall fail to do so within said time, Railroad shall have the right, but not the duty, to remove and restore the same, at the risk and expense of Licensee. Nothing herein contained shall be construed as conferring any property right on Licensee.

16. In case Railroad shall at any time, or from time to time, require the removal of only a portion of said pipeline, this agreement shall continue in force and be applicable to the portion of portions of said pipeline and other facilities remaining from time to time until said entire pipeline has been removed and the rental shall be adjusted accordingly.
17. Nothing in this agreement shall be construed to place any responsibility on Railroad for the quality of the construction, maintenance or other work performed on behalf of Licensee hereunder or for the condition of any of Licensee's facilities.

Any approval given or supervision exercised by Railroad hereunder, or failure of Railroad to object to any work done, material used or method of construction, reconstruction or maintenance, shall not be construed to relieve Licensee of its obligations under this Agreement.

18. This Agreement shall not be binding on either party hereto until all parties have executed the space provide below.
19. This agreement shall be binding on the successors and assigns of the parties hereto, but no assignment hereof by the Licensee, its successors, legal representatives or assigns, shall be binding upon the Railroad without its written consent in each instance.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in duplicate, the day and year first above written.

ILLINOIS CENTRAL RAILROAD COMPANY

By:

Michael F. Deegan – Regional Manager, Business Development and Real Estate

BELLEVILLE WASTEWATER TREATMENT PLANT

By:

Name and Title

INITIAL NOTIFICATION OF INTENT TO CONSTRUCT PIPELINE CROSSING/ENCROACHMENT

Complete this form and return it along with a non-refundable preparation fee of \$750 made out to CN.

DATE: _____

1. Owner/Applicant Information		
Name and Address: <u>Belleville Wastewater Treatment Plant, 450 Environmental Dr</u> <u>Belleville, IL 62220</u>		
Authorized Representative: <u>Royce Carlisle</u>		Title <u>Superintendent</u>
Phone Number: <u>618-233-7146</u>	Fax Number <u>618-233-9389</u>	Email <u>rCarlisle@belleville.net</u>
2. Location Of Pipeline		
Pipeline Location Mile Post: <u>14</u>	<u>minus</u> plus	<u>75</u> feet (if parallel) to Mile Post: <u>N/A</u> plus <u>N/A</u> feet
At or Near <u>Belleville, Illinois</u> (Name of City, Town, Village)		
3. Commodity to be transmitted in pipe line: <u>GRAVITY SEWER - COMBINATION SANITARY & STORM</u> (steam, air, water, gasoline or other petroleum products, chemical-specify: natural or artificial gas. If sewer, identify as to force or gravity line, sanitary, storm or chemical waste – specify)		
4. Pipe Data		
	CARRIER PIPE	CASING PIPE
A. Inside Diameter:	<u>49.26"</u>	<u>64"</u>
B. Outside Diameter:	<u>50.8"</u>	<u>66"</u>
C. Wall Thickness:	<u>0.46"</u>	<u>1"</u>
D. Pipe Material:	<u>DUCTILE IRON</u>	<u>STEEL</u>
E. Specification/Grade or class:	<u>ANSI/AWWA C151/A21.51</u>	<u>ASTM A-139</u> <u>GRADE B</u>
F. Min. Yield Point of Material	<u>42,000 PSI</u>	<u>35,000 PSI</u>
G. Process of Manufacture	<u>CENTRIFUGALLY CAST</u>	<u>ELECTRIC</u> <u>RESISTANCE WELDED</u>
H. Name of Manufacturer	<u>N/A</u>	<u>N/A</u>
I. Type of Joint	<u>ELASTOMERIC GASKET</u> <u>W/ RESTRAINED JOINT</u>	<u>WELDED</u>
J. Working Pressure	<u>PC 150</u>	<u>N/A</u>
K. Maximum operating pressure in pipeline:	<u>N/A - GRAVITY</u> (psi by gauge)	
L. Length of Casing pipe:	<u>150</u> Feet	
M. Will casing pipe/uncased carrier pipe be cathodically protected:	<u>NO</u>	
N. Hydrostatic pressure carrier pipe will be tested with before using	<u>40</u> (psi)	
O. Will casing pipe be vented? <u>NO</u> Size: <u>N/A</u>		
P. Will casing pipe/uncased carrier pipe have a protective coating? <u>NO</u> Type: <u>N/A</u>		
Q. Depth of top of casing or uncased carrier pipe below base of rail or top of ground <u>14.9</u> feet. (Minimum at closest point)		
R. Method of installing casing pipe /uncased carrier pipe <u>DRY BORE & JACK</u> (dry bore & jack, directional, tunnel, other – specify)		
Attach to this application (3 copies) showing north arrow and a location sketch with crossings measured from the nearest railroad mile post and a profile sketch of actual situations showing relationship of tracks, contour of ground, the buried pipe, etc. Distance from each facility (encroachment) to the centerline of nearest road, crossing, bridge or other Railroad structures, must be clearly indicated. Right of way lines of railroad and labeled Street or highway, if involved, should also be shown.		

Memorandum

DATE: MARCH 11, 2014

TO: Dallas Cook, City Clerk

FROM: Jamie Maitret, Director of Finance

RE: Agenda

Chairman Silsby on behalf of the Finance Committee is prepared to make the following motions at the City Council meeting on March 17, 2014.

- Motion to approve agreement with Azavar Audit Solutions to perform revenue audits.
- Motion to approve the low bidder of H. Edwards Equipment for purchase of Street Department backhoe for net cost after trade in of \$71,200
- Motion to approve purchase of new additional lighting in Downtown Special Service Area, and move forward with ordering lights upon Council approval.
- Motion to approve contribution of \$5,000 per year for 5 years to Leadership Council as a pledge to help maintain SAFB presence.

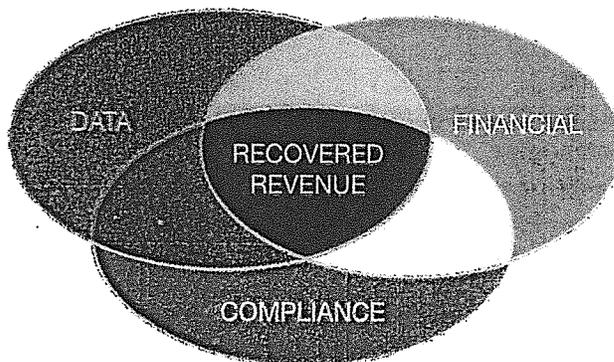


“Azavar Audit Solutions, Inc. is the only one that has the *specialized software, resources, and knowledge* to successfully audit each utility and *recover the maximum.*”

— Mayor Gayle Smolinski • Village of Roselle, Illinois

THE AZAVAR AUDIT APPROACH

Your Azavar Audit team takes a comprehensive, three-pronged approach to your audit.



1. Data

No matter what type of audit you need, success depends on sifting through millions of pieces of data to find and correct problems.

Azavar Audit is uniquely capable of finding the proverbial needle in the haystack through our exclusive combination of software and advanced technology. We employ proprietary audit software, conduct database-mining reviews, perform GIS analyses, and correlate data error rates and patterns to find and correct all possible revenue errors and recover funds for your community.

2. Financial

After our electronic data analysis, we apply a financial review that matches dollar for dollar theoretical with actual payments.

Our team examines your actual numbers to ensure expenses paid, gross revenue computed, and taxes received are the correct amounts as established by contracts and ordinances. Through our financial analysis, we uncover hundreds of thousands of dollars in missed, underpaid, or incorrectly paid taxes due to your community.

3. Compliance

Azavar Audit makes sure your data and financial information are in line with your contracts, franchises, and ordinances.

We analyze all local, state, and federal laws regarding your rights in dealing with utility companies. Then, we inspect your agreements from a customer perspective to make sure service is delivered as expected. Finally, we work closely with all parties to ensure compliance.

OUR BENEFITS

- Potential addition of up to 5% each year or more to your utility or other tax revenues
- No up-front fees or costs – we work on a performance or contingency basis
- All efforts require little investment of your staff's time
- Our relationships with service providers ensure quick and efficient audits and tax recovery
- We not only find errors, we recover lost monies

AZAVAR'S UNIQUE SOLUTIONS

- We develop a "100%" master address list for each municipal client
- We compare utility lists of service addresses against the master list, systematically analyze data, and identify discrepancies
- Our team typically finds a margin of error of 2-3% of municipal premises
- We apply a financial analysis of tax and gross revenue and reporting along with compliance with your laws, contracts, and franchises
- We investigate issues with utilities and collect past errors and correct tax coding going forward
- Azavar Audit experts find added tax revenue trending to 8-12% of total tax for some utilities

**COMPANY**

Azavar Audit Solutions, Inc.

FOUNDED

2005

PRODUCTS

Municipal Revenue Audits

Utility & Telecom Cost Audits

Shipping & Logistics Audits

TEAM MEMBERS

26 and growing

CONTACT INFORMATION

Azavar Audit Solutions, Inc.
234 South Wabash
Sixth Floor
Chicago, IL 60604

www.azavaraudit.com
Phone: 312.583.0100
Fax: 312.583.0200
Toll Free: 800.683.0800

Azavar History

Azavar Audit Solutions began in 2005 as the Azavar Municipal Utility Audit Program, a division of Azavar Technologies. Our audit program grew so quickly and consistently, it spun off as Azavar Audit Solutions, Inc. in 2007. Headquartered in Chicago, Azavar Audit serves a large client base of government (municipal) organizations, recovering millions of dollars for our clients each year.

Purpose

Azavar Audit Solutions, Inc. helps communities increase accountability to optimize their tax revenue and collections. Azavar Audit improves performance for government organizations by lowering expenses as part of our utility, telecom, shipping, and logistics cost audit program.

About Us

At Azavar Audit, we approach audits from a comprehensive, electronic, and programmatic perspective, analyzing millions of pieces of data per organization.

Our Experts

- ▶ Find all errors by auditing all data -- not just random samplings of statistical analysis
- ▶ Utilize proprietary technology to complete audits faster
- ▶ Execute an exclusive approach that maximizes findings for our clients
- ▶ Serve over 200 municipal clients

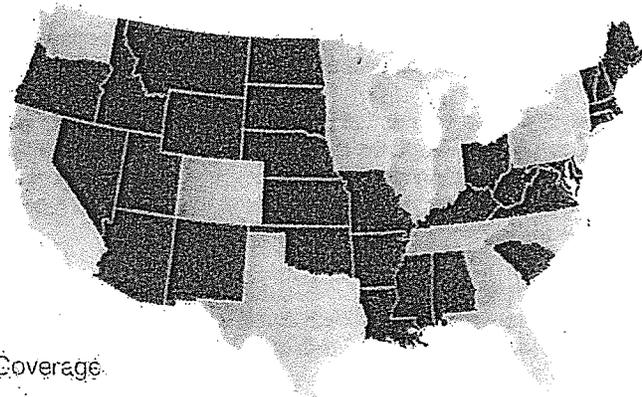
Recognized professionals in pioneering our unique audit process, Azavar Audit paves the way in accountability and collections.

Representative Clients

- ▶ Des Plaines
- ▶ Evanston
- ▶ Hanover Park
- ▶ Plainfield
- ▶ Rockford
- ▶ Roselle
- ▶ Westmont

Coverage

Azavar Audit serves government organizations nationwide.



- Current Coverage
- Future Coverage

What Is a Municipal Revenue Audit As Conducted by Azavar Audit Solutions, Inc.?

Through our municipal transactional tax and revenue audits, you receive a comprehensive analysis of all tax receivables remitted to your organization by service providers, including but not limited to:

- Utility taxes (electric and gas)
- Telecommunications taxes
- Cable franchise fees
- Sales tax
- Hotel/motel taxes
- Local use taxes & fees

We complete your audit using *our* resources not yours, and we provide a time & material or contingency & performance payment model. Your municipal revenue audit includes:

1. An Exclusive Geographic Analysis

- We use state-of-the-art geographic information systems (GIS) to analyze all customers in your local jurisdiction
- Our experts employ advanced database software and advanced data-mining technology

2. Technical Expertise

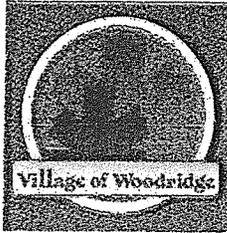
- We utilize industry-leading software to uncover outdated technologies and wasteful practices
- Our experts utilize proprietary auditing software and employ advanced data-mining technology

3. Strategic Relationships with Service Providers

- Our relationships aid communication and foster compliance and accountability
- We facilitate franchise negotiations to meet local needs and protect your community's property and purse

How can Azavar Audit Solutions return money to your community? Please call Jason Perry at 800-683-0800 or email him at jperry@azavar.com.

Do you need a specific audit that we have not mentioned? Please let us know – we are equipped to conduct many types of electronic audits.



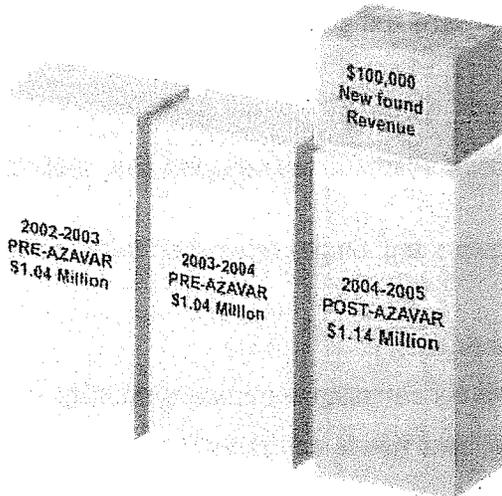
Woodridge Collects Missed Tax Revenue

Woodridge has always emphasized its fiduciary responsibility to collect all taxes equally across the board. In 2004, the Village of Woodridge began having a few service and communication issues with some of its major utility providers. These problems concerned Woodridge because they were dedicated to fair and responsible tax administration.

In an effort to monitor their relationship with all utility companies and make sure they were treating all utility tax providers equally, Woodridge partnered with Azavar Audit Solutions, Inc.

Azavar Audit professionals conducted a **municipal revenue audit** of Woodridge's utility taxes, especially those remitted by Exelon / Commonwealth Edison (Exelon). The first priority for the Azavar Audit team was identifying recent annexations and high growth areas.

Azavar Audit utilized proprietary software technology to audit all premises within Exelon's tax database while working closely with both Woodridge and Exelon officials in order to expedite the audit process.



Within six months, the Azavar Audit team identified all premise errors within Exelon's tax database. During the course of this massive audit and data collection effort, Azavar analyzed over 21 million pieces of data and found a variety of underpaid taxes. Most importantly, Azavar Audit's corrections ensured that all utility taxes will be remitted correctly in the future to Woodridge, **adding over \$100,000** to each year's tax rolls.

To find out how Azavar Audit can get similar results for your organization, contact Jason Perry at **800-683-0800**.

"Azavar Audit brought a one-of-a-kind and valuable service to Woodridge by auditing our utility taxpayers. They have been very successful in adding revenue to our rolls."

--Mayor William Murphy, Village of Woodridge



What Is a Utility & Telecom Cost Audit As Conducted by Azavar Audit Solutions, Inc.?

A utility & telecom cost audit by Azavar Audit will determine if your monthly costs are in line with what should be spent on service providers, including but not limited to:

- Electric
- Gas
- Telecommunications
- Waste Removal
- Water

We complete your audit using *our* resources not yours, and we provide a time & material or contingency & performance payment model. Your utility expense audit includes:

1. Contract Analysis

- We determine if appropriate services are offered at agreed upon rate
- Our team discovers the best possible rates on the market for your services – Whether through your current services provider or a competitor

2. Technical Expertise

- We utilize industry-leading software to uncover outdated technologies and wasteful practices
- Our experts follow proprietary auditing methodologies and employ advanced data-mining technology

3. Strategic Relationships with Service Providers

- Our relationships aid communication and ensure compliance and accountability
- We facilitate franchise negotiations to meet local needs and protect your community's property and purse

How can Azavar Audit Solutions return money to your community? Please call Jason Perry at **800-683-0800** or email him at jperry@azavar.com.

Do you need a specific audit that we have not mentioned? Please let us know – we are equipped to conduct many types of electronic audits.



Success for the City of Rockford

Rockford, a city of more than 150,000 residents, experienced many changes and growth in the past decade. To coincide with this growth, the city wanted to optimize its management of utility expenses, including city-wide telecommunication expenses.

Rockford officials knew they could not implement increased monthly cost savings on such a large scale without a little help. Determined to add funds to their monthly budget without shifting the burden to the taxpayers, Rockford partnered with Azavar Audit Solutions, Inc.

Azavar Audit collaborated with Rockford to execute a **utility and telecom cost audit**. Through this proprietary audit program, Azavar Audit determined if Rockford's actual monthly costs were in line with what should be spent on service providers.

During the course of the audit, Azavar Audit experts scrutinized Rockford's accounts payable to discover all billing errors on behalf of their major electric and telecommunications providers.

After sifting through millions of pieces of data, Azavar Audit found several instances in which Rockford was overpaying service providers. In each case of overpayment, Rockford's service providers had made the billing errors.

Azavar Audit not only uncovered the billing mistakes, they also used their relationship with the service providers to collect the funds owed back to Rockford. So far, Azavar Audit **recovered more than \$75,000** for the City of Rockford.

When the money had been rightly added to the city's budget, Azavar Audit facilitated necessary negotiations in order to ensure accountability, compliance, more efficient procedures, and higher standards for future taxpayers.

To find out how Azavar Audit can get similar results for your organization, contact Jason Perry at **800-683-0800**.

Azavar Audit Delivers Results for Municipalities*



"Azavar Audit is the only one that has the specialized software, resources, and knowledge to successfully audit each utility and recover the maximum."

-- Mayor Gayle Smolinski, Village of Roselle

Municipal clients listed alphabetically:

Municipality	Population
Des Plaines	57,008
Evanston	75,905
Glen Ellyn	27,167
Lemont	15,958
Lombard	42,841
Oakbrook Terrace	2,408
Plainfield	35,366
Rockford	156,596
Roselle	23,262
Westmont	25,021

Total findings by amount:

Recoveries
\$770,000+
\$480,000+
\$360,000+
\$320,000+
\$300,000+
\$114,000+
\$110,000+
\$105,000+
\$100,000+
\$88,000+

Recoveries based on retroactively recovered funds combined with five-year future recoveries.

How can Azavar Audit Solutions return money to your community? Please call Jason Perry at **800-683-0800** or email him at jperry@azavar.com.

Do you need a specific audit that we have not mentioned? Please let us know – we are equipped to conduct many types of electronic audits.

*Testimonials and financial results may not be representative of the experience of other clients and are no guarantee of future performance or success.



Evanston's Success

For Evanston, even and equitable tax collection across all taxpayers is the cornerstone of a fair and responsible tax administration. Evanston knows that accurate revenue is necessary to

avoid increasing municipal tax bases in other areas.

In an effort to make sure everything was the same across the board, Evanston needed to make sure all local taxes and fees were being paid to their community correctly. Evanston was especially concerned they were not receiving all the necessary telecom taxes and specific fees required by local ordinances.

Officials of Evanston partnered with Azavar Audit Solutions, Inc. to uncover and collect any funds not being paid to the community.

Azavar Audit jumped into a challenging environment, facing hesitant parties. Using cutting-edge technology and proprietary audit software, Azavar Audit conducted a **municipal revenue audit**. Azavar Audit meticulously analyzed several large and diverse types of taxpayers for telecommunications services and sales, determining outstanding funds in the hundreds of thousands.

After uncovering the taxes and fees still owed to Evanston, Azavar Audit stepped in to help them collect the money. Azavar Audit worked hand-in-hand with Evanston until they had collected all funds owed to the city.

When the money had been rightly added to the Evanston's budget, Azavar Audit facilitated the necessary negotiations to ensure accountability, compliance, more efficient procedures, and higher standards for future taxpayers.

To date, Azavar Audit **recovered over \$200,000** for the City of Evanston. Because of Azavar Audit's focus on compliance, Evanston corrected procedural and ordinance inconsistencies and created a new set of standards for taxpayers – standards that bring in additional funds each year to Evanston's future benefit.

To find out how Azavar Audit can get similar results for your organization, contact Jason Perry at **800-683-0800**.

What Is a Franchise Fee Revenue & Contract Compliance Audit As Conducted by Azavar Audit Solutions, Inc.?

A contract and franchise fee revenue audit from Azavar Audit uncovers all the fees due to your community by cable providers. We complete your audit using *our* resources not yours, and we provide a time & material or contingency & performance payment model. Your audit includes:

1. Geographic Analysis – an Azavar Audit exclusive service

- We use state-of-the art geographic information systems (GIS) to analyze all customers in your local jurisdiction
- Our experts employ industry-leading database software and advanced data-mining technology

2. Franchise Compliance Analysis

- We analyze all local, state, and federal laws regarding your rights in dealing with cable companies
- Our team reviews your agreement to assure that your community's interests are protected to the full legal extent

3. Gross Revenue Analysis

- We examine complex revenue streams within cable companies to determine franchise fee remittances based on gross revenue
- Our team has over 40 years' collective experience in auditing solutions – we have audited all major US cable companies

4. Strategic Relationships with Service Providers

- Our relationships aid communication and ensure compliance and accountability
- We facilitate franchise negotiations to meet local needs and protect your community's property and purse

How can Azavar Audit Solutions return money to your community? Please call Jason Perry at **800-683-0800** or email him at jperry@azavar.com.

Do you need a specific audit that we have not mentioned? Please let us know – we are equipped to conduct many types of electronic audits.



Woodridge Recovers Lost Cable Franchise Fees

Treating taxpayers fairly is a priority for the Village of Woodridge. They understand that in order to preserve a level playing field, accountability must remain at the forefront of all government activities, especially regarding taxation. That's why Woodridge partnered with Azavar Audit Solutions, Inc.

Following successful gas and electric revenue audits from Azavar Audit, the Village of Woodridge decided to take a look at the other service providers in their community. Woodridge wanted to make sure that they held the rest of their service providers to the same standards as the gas and electric companies Azavar Audit had just audited.

To ensure equal treatment of all utility providers, Azavar Audit launched a **franchise fee revenue and contract compliance audit** for the Village of Woodridge. The audit included a compliance and legal analysis of Woodridge's current franchise agreements with all cable companies serving their municipality.

Using proprietary database technology, data mining technology, and state-of-the-art geographic information systems, Azavar Audit performed an exhaustive geographic analysis of all the cable customers in Woodridge's jurisdiction to ensure the proper receipt of all revenues.

As part of their solution, Azavar Audit developed a **key strategic relationship with Comcast**, a cable provider serving Woodridge, to ensure that all parties were keeping accountability at the head of their business practices.

Azavar Audit's professional audit team **recovered and collected over \$40,000** in franchise fee revenue for the Village of Woodridge during the course of their audit.

To find out how Azavar Audit can get similar results for your organization, contact Jason Perry at **800-683-0800**.



"Azavar Audit has been instrumental in our success. Woodridge has been able to continue increasing services to our residents while decreasing our property tax rate."

--Mayor William Murphy, Village of Woodridge

CONTINGENT FEE PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is made and entered into by and between Azavar Audit Solutions, Incorporated, an Illinois corporation having its principal place of business at 234 South Wabash Avenue, Sixth Floor, Chicago, Illinois 60604 ("Azavar"), and the _____, an Illinois municipal corporation having its principal place of business at _____ ("Customer").

1. SCOPE OF SERVICES

1.1 Subject to the following terms and conditions, Azavar shall provide professional computer, data audit, compliance management, and management consulting services ("Services") in accordance with the below statement of work. Azavar will render the services provided under this Agreement in a workmanlike manner in accordance with industry standards. The services and work provided shall be provided in substantial accordance with the below statements:

- (a) Azavar shall undertake a Municipal Audit Program on behalf of the Customer. As part of the Municipal Audit Program Azavar shall, on behalf of the Customer, separately audit each utility tax, taxpayer, franchise fee, and utility service fee and expense imposed by or upon the Customer within the Customer's corporate boundaries ("Audits") including, but not limited to Electric, Gas, Cable, and Telecommunications providers ("Providers") on behalf of the Customer. Azavar shall also audit during the course of its work for the Customer receipts, addresses and databases relating to local sales/use taxes and business license revenue. Azavar shall audit water service, expense, and taxes and hotel/motel occupancy taxes.
- (b) The purpose of each audit is to determine past, present, and future taxes, franchise fees, service fees, or any other refunds, monies or revenue owed to the Customer that were not properly attributed to the Customer or were not properly paid or collected and to determine future taxes, franchise fees, and other monies owed to the Customer not previously counted so that Customer can collect these past, present, and future monies. Federal and Illinois state law, the Customer's own local ordinances and databases, and the franchise agreements, contracts or bills between Customer and Providers are used by Azavar to conduct the Audits and Azavar will present to Customer in writing during the course of the Audits findings of monies due or potentially due to the Customer for review by the Customer ("Findings"). Customer agrees to review any Findings within thirty (30) days.
- (c) Customer hereby represents that it is not engaged in any Audits as contemplated under this Agreement and shall therefore pay Azavar the fees set forth in this Agreement for any Findings made by Azavar. Customer agrees that it shall not initiate or engage in any Audits contemplated under this Agreement without Azavar's written consent.
- (d) In order to perform the Audits, Azavar will require full access to Customer records and Provider records. Customer will use its authority as necessary to assist in acquiring information and procure data from Providers; Customer agrees to cooperate with Azavar, provide any necessary documentation, and will engage in necessary meetings with Providers;
- (e) During the course of each audit, Azavar may find that rather than being owed past due funds, the Customer owes funds erroneously paid to the Customer. In this case, Azavar will immediately terminate its participation for that specific Provider audit at no cost to the Customer and will document the error and provide the Customer with information necessary to correct the error. Azavar shall have no liability to Customer for these errors or actions arising from Azavar's or Customer's knowledge thereof.
- (f) Customer acknowledges that each Provider is a separate entity that is not controlled by Azavar and therefore Azavar cannot predict all the steps or actions that a Provider will take to limit its responsibility or liability during the audit. Should Customer negotiate, abate, cancel, amend, delay, or waive by any means all or a portion of funds identified as payable to Customer during an audit, Customer shall pay all Azavar expenses and fees on a time and materials basis for that audit in addition to any applicable contingency fees for any Findings that were identified by Azavar or by its Audits;
- (g) The first audit start date is expected to be within no later than thirty (30) days from the date of this Agreement unless changed and approved by the Customer's Audit Primary Contact and Liaison;
- (h) Each audit is expected to last at least six (6) months. Each subsequent audit will begin after payment terms and obligations have been satisfactorily met from previously completed Audits however overlapping audit work may take place at the discretion of Azavar. Audit timelines are set at the discretion of Azavar;
- (i) Audit status meetings will be held regularly via phone, email, or in person throughout the course of the Audits between Azavar and the Customer's Primary Contact and Liaison and will occur approximately every quarter;
- (j) Jason Perry, Municipal Audit Program Manager, and Azavar specialists will be auditors under this agreement. All Azavar staff or subcontractors shall be supervised by the Azavar Program Manager.

1.2 Customer agrees to provide reasonable facilities, space, desks, chairs, telephone and reasonably necessary office supplies for Consultants working on Customer's premises as may be reasonably required for the performance of the Services set forth in this Agreement and in any Exhibit hereto. Customer will assign and designate an employee to be the Audit Primary Contact and Liaison. The Customer's Audit Primary Contact and Liaison will be the final decision maker for the Customer as it relates to this audit and will meet with Azavar staff on a regular basis as necessary. Lack of participation of Customer staff, especially at critical milestones during an audit, will adversely affect the audit timeline and successful recovery of funds. Customer's staff shall be available for meetings and participation with Providers to properly verify records and recover funds.

2. INDEPENDENT CONTRACTOR. Azavar acknowledges and agrees that the relationship of the parties hereunder shall be that of independent contractor and that neither Azavar nor its employees shall be deemed to be an employee of Customer for any reason whatsoever. Neither Azavar nor Azavar's employees shall be entitled to any Customer employment rights or benefits whatsoever. Customer shall designate Jason Perry and assigned auditors as authorized employees of Customer for the purpose of reviewing data provided by the Illinois Department of Revenue.

3. PAYMENT TERMS

- 3.1 Customer shall compensate Azavar the fees set forth in this agreement on a contingency basis. If applicable, Azavar shall submit an invoice to Customer on a monthly basis detailing the amounts charged to Customer pursuant to the terms of this Agreement. Any invoice not disputed in writing by Customer within thirty (30) days after the receipt of such invoice shall be considered approved by the Customer. Customer shall remit payment to Azavar in accordance with the Local Government Prompt Payment Act. If Customer defaults on payment of any invoice that is not disputed in writing by Customer within thirty (30) days after the receipt of such invoice Azavar, at its discretion, may accelerate all payments due under this Agreement and seek recovery of all estimated fees due to Azavar based on Findings. Azavar shall be entitled to recover all costs of collection including, but not limited to, finance charges, interest at the rate of one percent (1%) per month, reasonable attorney's fees, court costs, and collection service fees and costs for any efforts to collect fees from the customer. Contingency payment terms are outlined below. If Customer negotiates, abates, cancels, amends, delays, or waives, without Azavar's written consent, any tax determination or Findings that were identified by Azavar or by its Audits where such Findings were allowed under the law at the time the tax determination or Findings were made, Customer shall pay to Azavar applicable contingency fees for the total said tax determination or Findings at the rates set forth below and for the following thirty-six (36) months. If Customer later implements during the subsequent thirty-six (36) months any Findings Customer initially declined based on Azavar programs or recommendations, Azavar shall be paid by Customer its portion of the savings and/or recoveries over the following thirty-six (36) months at the contingency fee rates set forth below.
- 3.2 Customer shall pay Azavar an amount equal to forty-five (45) percent of any new revenues or prospective funds recovered per account or per Provider for thirty-six (36) months following when funds begin to be properly remitted to the Customer. In the event Azavar is able to recover any retroactive funds, any additional savings or revenue increases for any time period, or any credits at any time, Customer will pay Azavar an amount equal to forty-five (45) percent of any retroactive funds, savings, and fair market value for any other special consideration or compensation recovered for or received by the Customer from any Provider. All contingency fees paid to Azavar are based on determinations of recovery by Azavar including Provider data and regulatory filings. All revenue after the subsequent thirty-six (36) month period for each account individually will accrue to the sole benefit of the Customer.
- 3.3 As it pertains to Customer utility service bill and cost Audits, Customer shall pay Azavar an amount equal to forty-five (45) percent of prospective savings approved by Customer for thirty-six (36) months following the date savings per Provider is implemented by Azavar or Customer. In the event Azavar is able to recover any refunds or any credits at any time, Customer will pay Azavar an amount equal to forty-five (45) percent of said refunds or credits recovered for or received by Customer from any Provider. All contingency fees paid to Azavar are based on determinations of savings by Azavar including Provider data and regulatory filings. All savings after the subsequent thirty-six (36) month period for each service provider individually will accrue to the sole benefit of the Customer.

4. CONFIDENTIAL INFORMATION

- 4.1 Each party acknowledges that in the performance of its obligations hereunder, either party may have access to information belonging to the other which is proprietary, private and highly confidential ("Confidential Information"). Each party, on behalf of itself and its employees, agrees not to disclose to any third party any Confidential Information to which it may have access while performing its obligations hereunder without the written consent of the disclosing party which shall be executed by an officer of such disclosing party. Confidential Information does not include: (i) written information legally acquired by either party prior to the negotiation of this Agreement, (ii) information which is or becomes a matter of public knowledge, (iii) information which is or becomes available to the recipient party from third parties where such third parties have no confidentiality obligations to the disclosing party; and (iv) information subject to disclosure under Illinois' Freedom of Information Act (5 ILCS 140/1 *et seq.*).
- 4.2 Azavar agrees that any work product or any other data or information that is provided by Customer in connection with the Services shall remain the property of Customer, and shall be returned promptly upon demand by Customer, or if not earlier demanded, upon expiration of the Services provided under the Statement of Work hereto.

5. INTELLECTUAL PROPERTY

- 5.1 No work performed by Azavar or any Consultant with respect to the Services or any supporting or related documentation therefor shall be considered to be a Work Made for Hire (as defined under U.S. copyright law) and, as such, shall be owned by and for the benefit of Azavar. In the event that it should be determined that any of such Services or supporting documentation qualifies as a "Work Made for Hire" under U.S. copyright law, then Customer will and hereby does assign to Azavar, for no additional consideration, all right, title, and interest that it may possess in such Services and related documentation including, but not limited to, all copyright and proprietary rights relating thereto. Upon request, Customer will take such steps as are reasonably necessary to enable Azavar to record such assignment. Customer will sign, upon request, any documents needed to confirm that the Services or any portion thereof is not a Work Made for Hire and/or to effectuate the assignment of its rights to Azavar.
- 5.2 Under no circumstance shall Customer have the right to distribute any software containing, or based upon, Confidential Information of Azavar to any third party without the prior written consent of Azavar which must be executed by a senior officer of Azavar.

6. DISCLAIMER

EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, AZAVAR DOES NOT MAKE ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES RENDERED UNDER THIS AGREEMENT OR THE RESULTS OBTAINED FROM AZAVAR'S WORK, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL AZAVAR BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR INDIRECT DAMAGES, OR FOR ACTS OF NEGLIGENCE THAT ARE NOT INTENTIONAL OR RECKLESS IN NATURE, REGARDLESS OF WHETHER IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CUSTOMER AGREES THAT AZAVAR'S LIABILITY HEREUNDER FOR DAMAGES, REGARDLESS OF THE FORM OF ACTION, SHALL NOT EXCEED THE

TOTAL AMOUNT PAID FOR THE SERVICES GIVING RISE TO THE DAMAGES UNDER THE APPLICABLE ESTIMATE OR IN THE AUTHORIZATION FOR THE PARTICULAR SERVICE IF NO ESTIMATE IS PROVIDED.

7. TERMINATION

7.1 Unless earlier terminated in accordance with Section 7.2 below, this Agreement shall be effective from the date first written above and shall continue thereafter until terminated upon 90 days written notice by Customer or Azavar.

7.2 Termination for any cause or under any provision of this Agreement shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to either party.

7.3 The provisions set forth above in Section 3 (Payment Terms), Section 4 (Confidential Information), and Section 5 (Intellectual Property) and below in Section 9 (Assignment), and Section 10 (Use of Customer Name) shall survive termination of this Agreement.

8. NOTICES. Any notice made in accordance with this Agreement shall be sent by certified mail or by overnight express mail:

<u>If to Azavar</u> General Counsel Azavar Audit Solutions, Inc. 234 South Wabash Avenue, Sixth Floor Chicago, Illinois 60604	<u>If to Customer</u> _____ _____ _____
---	--

9. **ASSIGNMENT.** Neither party may assign this Agreement or any of its rights hereunder without the prior written consent of the other party hereto, except Azavar shall be entitled to assign its rights and obligations under this Agreement in connection with a sale of all or substantially all of Azavar's assets.

10. **USE OF CUSTOMER NAME.** Customer hereby consents to Azavar's use of Customer's name in Azavar's marketing materials; provided, however, that Customer's name shall not be so used in such a fashion that could reasonably be deemed to be an endorsement by Customer of Azavar unless such an endorsement is provided by customer.

11. **COMPLETE AGREEMENT.** This Agreement, along with each Statement of Work attached hereto from time to time, contains the entire Agreement between the parties hereto with respect to the matters specified herein. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision hereof. This Agreement shall not be amended except by a written amendment executed by the parties hereto. No delay, neglect or forbearance on the part of either party in enforcing against the other any term or condition of this Agreement shall either be, or be deemed to be, a waiver or in any way prejudice any right of that party under this Agreement. This Agreement shall be construed in accordance with the laws of the State of Illinois and the parties hereby consent to the jurisdiction of the courts of the State of Illinois.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate originals by their duly authorized representatives as of the date set forth below.

AZAVAR AUDIT SOLUTIONS, INC.

CUSTOMER

By _____

By _____

Title _____

Title _____

Date _____

Date _____

CITY OF BELLEVILLE

BID OPENING DATA SHEET

SUBJECT: 4 WD Heavy Duty Backhoe

DATE: 3-16-14

TIME: 10:00 AM

PLACE: Conf Room

WITNESSES:

Dallas B. Cook
CITY CLERK'S OFFICE
Chuck Schloer
DEPARTMENT HEAD'S OFFICE

Jo Mueller
PURCHASING OFFICE
Michael & Pat B.
OTHER

VENDORS PRESENT:

Adam Stowers
NAME
Mike Miller
NAME

NAME

NAME

NAME

NAME

Fabrick Cat
COMPANY
ERB
COMPANY

COMPANY

COMPANY

COMPANY

BID OPENING NOTES:

H. Edwards Equipment	79,400	8,200	Trade Value
Rudd	85,375	6,000	
Fabrick Cat	92,998	7,500	
Erw Equipment	85,500	10,000	
	(Delivery 250)		

DEVELOPMENT AGREEMENT
(AS AMENDED)

This amended agreement made this 18th day of August, 2008 by and between the City of Belleville, Illinois (the "City") and Howard Concrete Pumping Co., Inc. ("Howard Concrete Pumping Co., Inc.");

WITNESSETH:

WHEREAS, Howard Concrete Pumping Co., Inc. intends on investing a minimum of \$1,100,000.00 to complete the construction of an office/shop facility located on Lots 1-3 of Belle Valley II Industrial Park (Tower Plaza Drive) 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 Howard Concrete Pumping Co., Inc. would provide jobs at said location.

Responsibilities of the City of Belleville

1. Certification of project's location in Belleville Enterprise Zone for the Abatement of Sales Tax on Building Materials used exclusively for the construction of an office/shop facility (Savings estimated at \$38,000.00) located on Lots 1-3 of Belle Valley II Industrial Park (Tower Plaza Drive).
2. Rebate 25% of incremental property taxes directly related to improvements on Lots 1-3 (estimated at \$5,000.00 annually) for five (5) years.

Responsibilities of Howard Concrete Pumping Co., Inc.

- A. Howard Concrete Pumping Co., Inc. shall commit to a private investment at Lots 1-3 at Belle Valley II Industrial Park (Tower Plaza Drive) of no less than \$1,100,000.00, including but not limited to the construction of a shop/office facility no later than December 31, 2009.
- B. Howard Concrete Pumping Co., Inc. shall commit to create five (5) jobs within the first year of operation.
- C. Howard Concrete Pumping Co., Inc. shall commit to create three (3) jobs within the second year of operation.
- D. Howard Concrete Pumping Co., Inc. and any heirs and/or successors shall commit to remain and operate at the site for no less than ten (10) years.
- E. The property owner shall not apply for a reduction in assessed valuation without the consent of the City. The City shall not unreasonable withhold consent.
- F. Compliance with all existing and applicable Federal, State, County and Local laws and ordinances.

Penalties

In the event that Howard Concrete Pumping Co., Inc. fails to meet its obligations under Sections (A), (B), (C), (D), (E) and (F) of the section entitled "Responsibilities of Howard Concrete Pumping Co., Inc." of the Development Agreement, all public funds provided under (1) and (2) of the section entitled "Responsibilities of the City of Belleville" received to date as per the Development Agreement from the City of Belleville shall be repaid to the City of Belleville and all remaining amounts to be provided if any, shall be terminated.

Miscellaneous

1. Entire Agreement. This Agreement and any written amendments hereto shall constitute the entire agreement between the parties. Neither party shall be bound by any terms, conditions, statements or 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. 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 Howard Concrete Pumping Co., Inc.".
8. The execution of this Development Agreement is contingent upon Howard Concrete Pumping Co., Inc.'s acquisition of Lots 1-3 of Belle Valley II Industrial Park (Tower Plaza Drive).

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

By: _____
MAYOR

ATTEST: _____
CITY CLERK

Howard Concrete Pumping Co., Inc.
701 Millers Run Road
Cuddy, PA 15031

By: _____
Frank M. Howard III, Treasurer

STREET BANNER PERMIT

Return Request to City Clerk's office 45 days prior to Event Date.



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

PHONE: 618-233-6810 FAX: 618-257-0376

Please Print

Organization/Group Making Request: Sounds of Harmony Barbershop Chorus

Name of Contact Person: Bob Cearnal

Address: 416 N. Ninth St. , Mascoutah, IL 632258

(Street)

(City)

(Zip)

Home Phone: 618-566-8574 Work Phone: _____

Nature of Event Annual Show

Event Dates: Saturday, April 5, 2014 Event Location: Lindenwood University auditorium

Display Content: BARBERSHOP HARMONY SHOW
 LINDENWOOD UNIVERSITY 7 PM
 APRIL 5, 2014

Description of any graphics to be used: NONE

Signature of Applicant: Bob Cearnal Date: 03/05/2014

FOR OFFICE USE ONLY

Approved by City Council: / /

Installation Date: / / Removal Date: / /



Dear City of Belleville,

The 2013 Get Up & Go Biathlon (run & bike) held on August 3rd at Belleville West High School was again a success. This event, heavily supported by St. Clair County and the City of Belleville, is to promote an active lifestyle for adults and children in the community. This event would not have been a success if it was not for the support of the community that allows the bike course to take place on their roads. The 2014 event is currently being planned for August 31st.

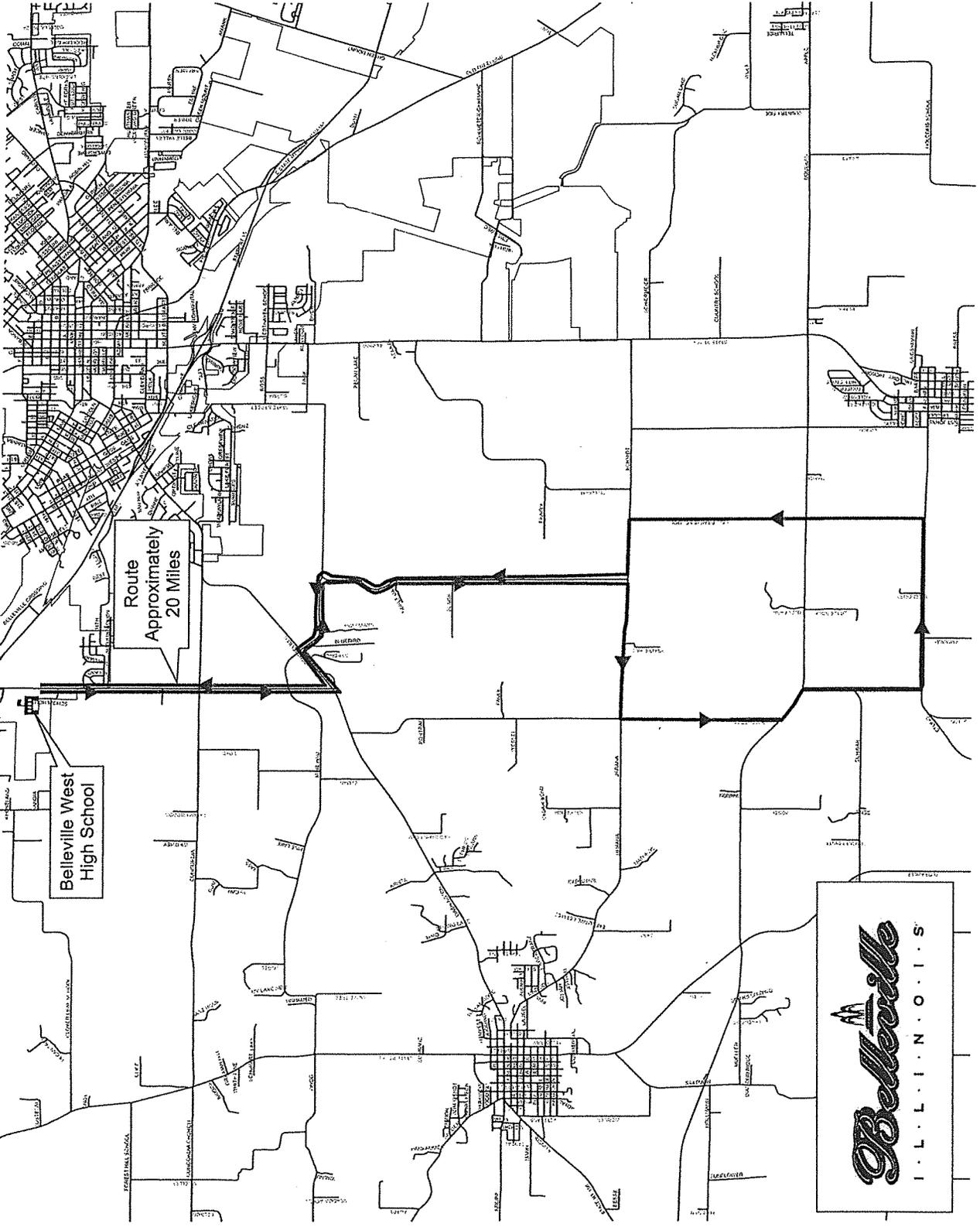
We, the Get Up & Go Biathlon race planning community, are asking for your support again. We want a safe bike course and the one thing we ask from you is ask to be made aware of any planned road maintenance that would adversely affect the outlined bike course. We ask you to take this event into consideration when planning your oil and chip program. The State of Illinois requires that we obtain written permission from you to have our course if we want to traverse Illinois Rt-158 again. With your permission, we can make 2014 a great and memorable event for many. Please let us know if we have your cooperation for 2014. We will me making a phone call to you in the near future for confirmation.

Thanks,

A handwritten signature in black ink that reads "Anthony Rossetti". The signature is written in a cursive, flowing style.

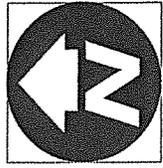
Get Up and Go Race Community - Anthony Rossetti - WVU Geek @ yahoo.com

Belleville Biathlon Route



Route
Approximately
20 Miles

Belleville West
High School



Legend

- Biathlon Route
- Belleville Corporate Limits



SUPERINTENDENT
MATTHEW J. KLOSTERMAN

BOARD OF EDUCATION:

KEITH M. JOHNSON
JUDINE M. KEPLAR
GARY L. LAWRENCE
KENYA M. LOGAN
JOE A. ROBERTSON
AARON M. SNIVELY
DIANNE E. ZIMMERMANN

TERRA R. HILMES
Secretary

Belleville
Public
Schools
Where Quality Education
is a Tradition
District 118



March 4, 2014

Mr. Dallas Cook
Belleville City Clerk
101 South Illinois Street
Belleville, IL 62220

Dear Mr. Cook:

I am requesting permission to hold the annual Belleville School District #118 parade on Monday, May 12, 2014. Our rain date would be May 13, 2014.

The parade will assemble at Washington School on South Charles Street and leave at 9:30 a.m. The parade route will be the same as last year per the enclosed map:

North on South Charles Street to East Main Street
West on East Main Street to North 3rd Street
North on North 3rd Street to Franklin School
Parade ends at Hough Park

We request assistance in traffic and pedestrian control during the parade and the remainder of the day. Also, I am enclosing a copy of our Certificate of Coverage from Catlin for the picnic/parade.

We are very grateful for all of the cooperation given to us in the past.

Thank you.

Sincerely,

Ryan L. Boike, Ed.D.
Assistant Superintendent for Finance
Belleville Public School District #118

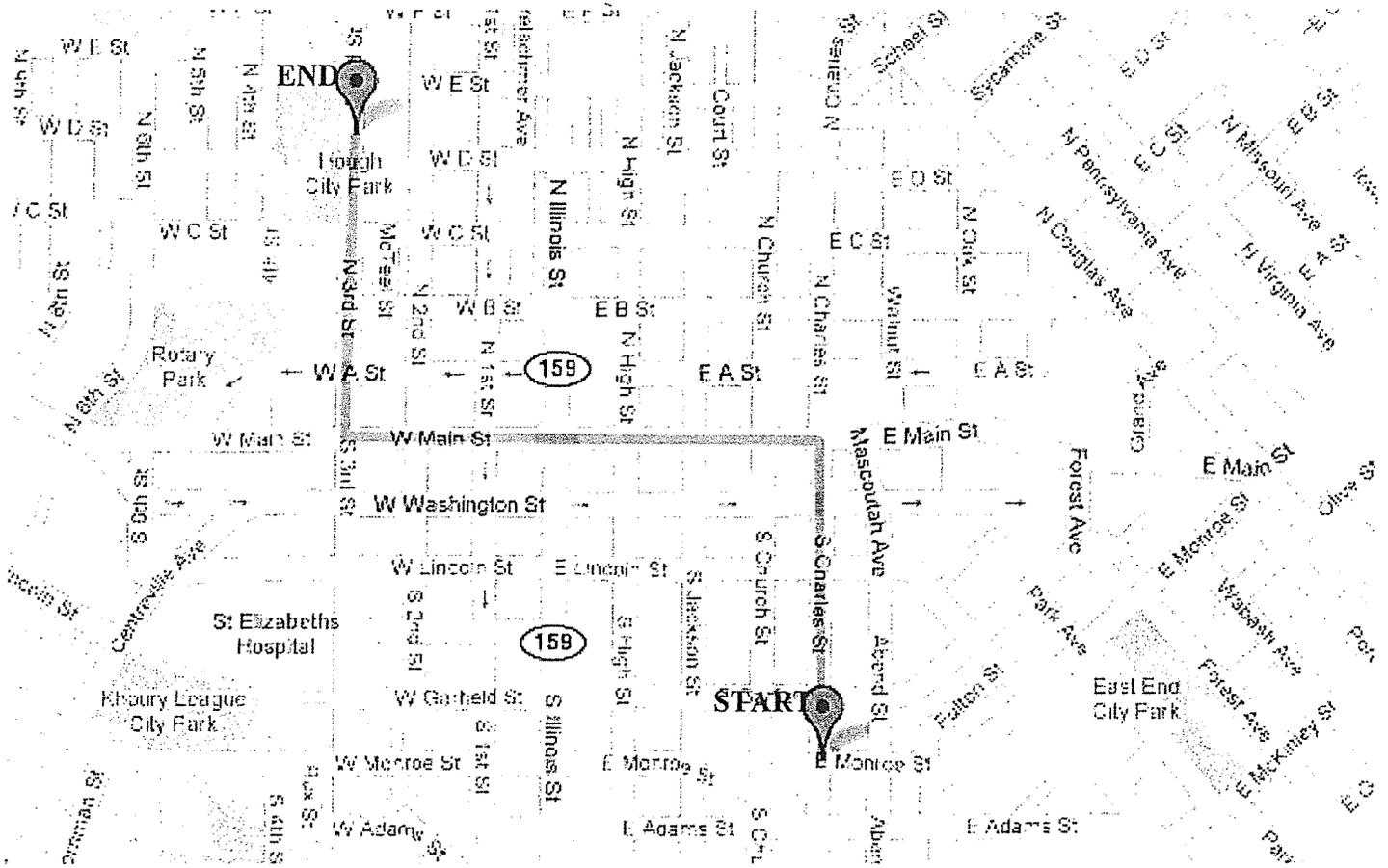
Administrative Offices – 105 West "A" Street – Belleville, Illinois 62220 – 618-233-2830 – FAX 618-233-8355

Website: <http://www.belleville118.org>

Belleville Public School District #118 receives Federal Funds in the form of Title I, Title II and IDEA

The Parade will leave Washington School going north on South Charles Street to East Main Street. It will turn west on East Main Street and proceed past the fountain to 3rd Street, where it will turn north. It will follow 3rd Street to Franklin School and the picnic site at Hough Park.

For safety reasons, please do not join your child in the parade for the last two blocks.



LAW OFFICES

BONIFIELD & ROSENSTENGEL, P.C.

PRACTICE LIMITED TO PERSONAL
INJURY AND DEATH CASES

16 EAST MAIN STREET
BELLEVILLE, ILLINOIS 62220
www.brllawfirm.com

JERALD J. BONIFIELD
Lic. IL, MO and FL
E-mail: jerryb1066@yahoo.com

JON E. ROSENSTENGEL
Lic. IL and MO
E-mail: jonrose@icss.net

JOHN M. GOODWIN
Circuit Judge (Retired)
- of Counsel -

(618) 277-7740
(618) 271-1414
FAX (618) 277-5155

February 25, 2014

Honorable Mark Eckert
Belleville Aldermanic Council
101 N. Illinois St.
Belleville, IL 62220-2199

RE: Car Cruise

Dear Mayer Eckert and Aldermanic Council:

Please consider this letter our request to conduct a Car Cruise in Belleville on the following Saturdays between 6:00 p.m. - 9:00 p.m.: June 14, July 12, August 9, and September 13. The Cruise will take place on West Main Street on blocks 1, 2 and 3 and on 1st and 2nd Streets in those areas. It will extend from the Square, where West Main meets the Square, to the Firestone building on 3rd & West Main Streets.

Last year we averaged over 125 cars per event and each event was well received by the merchants and general public.

Very truly yours,



John M. Goodwin,
Chairman
Belleville Car Show Committee

JMG/rm



Autism Demands Adaptive Prosocial Training

PO Box 23094
Belleville, IL 62223
Ph: (618) 604-5015
Email: info@adapt4autism.org
Web: adapt4autism.org

March 12, 2014

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

Dear Mr. Eckert,

I am writing today to request approval from the City Council for the placement of blue Autism Awareness ribbons on all downtown light posts from April 1st through April 30th, 2014. April is Autism Awareness Month. We are working with community members and local governing bodies to help raise awareness and funding for Metro East families impacted by ASD. Thank you for your time and consideration. We appreciate your support.

Fondly,

Christina Gibson, MAEd
CEO and Director of ADAPT4Autism

Kathy Range

From: Erin Clifford [eclifford@belleville.net]
Sent: Wednesday, March 12, 2014 4:49 PM
To: 'Kathy Range'
Subject: FW: The "Belleville" Movie Premiere

From: Cathleen Lindauer [mailto:clindauer@bellevillechamber.com]
Sent: Wednesday, March 12, 2014 4:35 PM
To: Mayor Mark Eckert
Cc: eclifford@belleville.net; dandewald@aol.com; tedtrent@aol.com
Subject: The "Belleville" Movie Premiere

Mayor Eckert,

The "Belleville" Movie Premiere is scheduled for Tuesday, April 22, 2014 from 5:30pm to 7:30pm at the Lincoln Theatre as a Hollywood "Red Carpet" event from the Ted Trent Studios of California in celebration of Belleville's 200 Bicentennial Celebration.

The Cast and Crew of "Belleville The Movie" will be flying back to Belleville from California, New York and Texas to participate in this Red Carpet Premiere. This premiere event will include media from all over the region of print, magazine and television personnel to cover this special event open to the public. And additional, the crew and new cast members will be staying here in Belleville filming the next movie for two weeks called "Expect Delays" per the Ted Trent Studios.

Due to the expected large crowds of the Sold Out Premiere, I would like to request the following for The "Belleville" Movie Premiere scheduled on April 22, 2014 from 5:30 pm to 7:30 pm:

1. Street Closure of the 2nd & 3rd Blocks of East Main Streets
2. Delivery of Street Barricades (tourism members can do placement of barricades)

If you have any questions or concerns, please feel free to give me a call.

Thanks,

Cathleen

Cathleen Lindauer, CTP

Director

Belleville, Illinois Tourism

216 East A Street

Belleville, IL 62220

618-233-6769

800-677-9255



RESOLUTION NO. 3176

WHEREAS, the GREATER BELLEVILLE CHAMBER OF COMMERCE is sponsoring the CHILI COOK-OFF EVENT in the City of Belleville which event constitutes a public purpose;

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

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

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

BE IT FURTHER RESOLVED, that this closure shall occur during the approximate time period between 5:00 PM on Thursday, OCTOBER 2, 2014 until 12 AM on Sunday, OCTOBER 5, 2014.

BE IT FURTHER RESOLVED, that this closure is for the public purpose of HOLDING THE CHILI COOK-OFF.

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

*To be used when appropriate.

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

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

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

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

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

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

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

BE IT FURTHER RESOLVED, that the GREATER BELLEVILLE CHAMBER OF COMMERCE hereby agrees to assume all liabilities and pay all claims for any damage which shall be occasioned by the closing described above.

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

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

ADOPTED by the City Council of the City of Belleville this 17th day of March, 2014.

Dallas B. Cook, City Clerk

APPROVED by the Mayor of the City of Belleville this 17th day of March, 2014.

ATTEST:

Dallas B. Cook, City Clerk

Mark W. Eckert, Mayor

**2014
DETOUR ROUTE
FOR
CHILI COOK-OFF**

5:00 PM OCTOBER 2, 2014 UNTIL 12:00 AM OCTOBER 5, 2014

SOUTH BOUND TRAFFIC

South bound traffic on Illinois Street (State Route 159), turn right on "A" Street; follow "A" Street to 3rd Street; turn left on 3rd Street; follow 3rd Street to Washington Street; turn left on Washington Street; follow Washington Street to Illinois Street; turn right on Illinois Street (State Route 159).

NORTH BOUND TRAFFIC

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

TRUCK DETOUR

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

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

ORDINANCE NO. 7754

A ZONING ORDINANCE IN RE CASE #6FEB14
Henry H. Rohwedder

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

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

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

Whereas, an application has been filed requesting a Special Use permit in order to construct a 42' x 45' metal addition onto an existing structure at 5825 West State Route 161 located in a C-2 Heavy Commercial Zoning District. (Applicable portion of Zoning Code: 60-6-50).

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

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

Section 1. That the application requesting a Special Use permit in order to construct a 42' x 45' metal addition onto an existing structure at 5825 West State Route 161 located in a C-2 Heavy Commercial Zoning District is hereby granted. (Applicable portion of Zoning Code: 60-6-50).

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

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

PASSED by the City Council of the City of Belleville, Illinois, on this _____ day of _____, 2014 on the following roll call vote:

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

APPROVED by the Mayor of the City of Belleville, Illinois this _____ day of _____, 2014.

MAYOR

ATTEST:

CITY CLERK

ORDINANCE NO. 7755

A ZONING ORDINANCE IN RE CASE #7FEB14
Todd Kennedy / Main Street Brewing Company

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

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

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

Whereas, an application has been filed requesting a Special Use permit for a liquor license at 4204 West Main St. located in a C-2 Heavy Commercial Zoning District. (Applicable portion of zoning code: 60-6-50).

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

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

Section 1. That the application requesting a Special Use permit for a liquor license at 4204 West Main St. located in a C-2 Heavy Commercial Zoning District is hereby granted with the following stipulation: (Applicable portion of zoning code: 60-6-50)

1. In the name of the applicant only.

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

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

PASSED by the City Council of the City of Belleville, Illinois, on this _____ day of _____, 2014 on the following roll call vote:

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

APPROVED by the Mayor of the City of Belleville, Illinois this _____ day of _____, 2014.

MAYOR

ATTEST:

CITY CLERK

ORDINANCE NO. 7756

A ZONING ORDINANCE IN RE CASE #9FEB14

Tim & Lissa Boone

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

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

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

Whereas, an application has been filed requesting a Use variance in order to operate a wellness studio to include yoga classes, personal coaching, specialized personal training and nutritional coaching at 138 N. Michigan located in an A-1 Single Family Zoning District.(Applicable portion of zoning code: 60-6-4).

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

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

Section 1. That the application requesting a Use variance in order to operate a wellness studio to include yoga classes, personal coaching, specialized personal training and nutritional coaching at 138 N. Michigan located in an A-1 Single Family Zoning District is hereby granted. (Applicable portion of Zoning Code: 60-6-4).

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

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

PASSED by the City Council of the City of Belleville, Illinois, on this ____ day of _____, 2014 on the following roll call vote:

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

APPROVED by the Mayor of the City of Belleville, Illinois this _____ day of _____, 2014.

MAYOR

ATTEST:

CITY CLERK

ORDINANCE NO. 7757

A ZONING ORDINANCE IN RE CASE #10FEB14
Khan Solution, Inc/Penn Station

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

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

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

Whereas, an application has been filed requesting a Sign variance in order to place two (2) identical projecting, neon signs with one being placed on the side of the building & the other placed on the front, both 64' sq. ft. each and one (1) awning totaling 14.5 sq. ft. at 651 Carlyle Ave., Suite H located in a C-2 Heavy Commercial Zoning District. (Applicable portion of zoning code: 53-2-2).

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

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

Section 1. That the application requesting a Sign variance in order to place two (2) identical projecting, neon signs with one being placed on the side of the building & the other placed on the front, both 64' sq. ft. each and one (1) awning totaling 14.5 sq. ft. at 651 Carlyle Ave., Suite H located in a C-2 Heavy Commercial Zoning District is hereby granted. (Applicable portion of Zoning Code: 53-2-2).

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

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

PASSED by the City Council of the City of Belleville, Illinois, on this _____ day of _____, 2014 on the following roll call vote:

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

APPROVED by the Mayor of the City of Belleville, Illinois this _____ day of _____, 2014.

MAYOR

ATTEST:

CITY CLERK

ORDINANCE NO. 7758

A ZONING ORDINANCE IN RE CASE #8FEB14
Harvin Enterprises Inc. / Main Street Market

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

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

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

Whereas, an application has been filed requesting a Special Use permit for a liquor license at 8193 West Main St. located in a C-2 Heavy Commercial Zoning District. (Applicable portion of zoning code: 60-6-50).

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

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

Section 1. That the application requesting a Special Use permit for a liquor license at 8193 West Main St. located in a C-2 Heavy Commercial Zoning District is hereby granted with the following stipulation: (Applicable portion of zoning code: 60-6-50)

1. In the name of the applicant only.

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

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

PASSED by the City Council of the City of Belleville, Illinois, on this ____ day of _____, 2014 on the following roll call vote:

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

APPROVED by the Mayor of the City of Belleville, Illinois this _____ day of _____, 2014.

MAYOR

ATTEST:

CITY CLERK