

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

**CITY COUNCIL AGENDA
CITY OF BELLEVILLE, IL
JULY 21, 2014 AT 7:00 P.M.**

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

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

2. ROLL CALL ALDERMEN
3. ROLL CALL DEPARTMENT HEADS
4. PLEDGE OF ALLEGIANCE
5. PUBLIC HEARING
6. PUBLIC PARTICIPATION

(A) MEMBERS OF THE PUBLIC MAY ADDRESS THE CITY COUNCIL IN ACCORDANCE WITH SECTION 2.06(G) OF THE ILLINOIS OPEN MEETINGS ACT (5 ILCS 120/2.06(G)).

(B) PUBLIC COMMENTS ARE LIMITED TO **THREE (3) MINUTES** PER SPEAKER.

(C) THE SUBJECT OF PUBLIC COMMENTS SHALL BE REASONABLY RELATED TO MATTER(S) IDENTIFIED ON THE MEETING AGENDA AND/OR OTHER CITY BUSINESS.

(D) REPETITIVE PUBLIC COMMENTS SHOULD BE AVOIDED, TO THE EXTENT PRACTICAL, THROUGH ADOPTION OF PRIOR PUBLIC COMMENT (EG. AGREEING WITH A PRIOR SPEAKER).

(E) THE FOLLOWING CONDUCT IS PROHIBITED DURING PUBLIC PARTICIPATION:

- ACTING OR APPEARING IN A LEWD OR DISGRACEFUL MANNER;
- USING DISPARAGING, OBSCENE OR INSULTING LANGUAGE;
- PERSONAL ATTACKS IMPUGNING CHARACTER AND/OR INTEGRITY;
- INTIMIDATION;

- DISORDERLY CONDUCT AS DEFINED IN SECTION 30-1-2 OF THIS REVISED CODE OF ORDINANCES;
 - (F) ANY SPEAKER WHO ENGAGES IN SUCH PROHIBITED CONDUCT DURING PUBLIC PARTICIPATION SHALL BE CALLED TO ORDER BY THE CHAIR OR RULING BY THE CHAIR IF A POINT OF ORDER IS MADE BY A SITTING ALDERMAN.
7. PRESENTATIONS, RECOGNITIONS & APPOINTMENTS
 - A. DEBBIE BELLEVILLE TO GIVE A ONE YEAR UPDATE ON THE DOG PARK.
 8. APPROVAL OF MINUTES
 9. CLAIMS, PAYROLL & DISBURSEMENTS
 10. REPORTS
 - A. HOUSING REPORT OF CASH RECEIPTS FOR FY 2014-2015.
 - B. TREASURER'S REPORT – CITY OF BELLEVILLE FUNDS & STATEMENT OF CASH AND INVESTMENTS FOR JUNE 2014.
 11. ORAL REPORTS FROM STANDING COMMITTEES, SPECIAL COMMITTEES, AND ANY OTHER ORAL REPORTS FROM THE ELECTED OFFICIALS OR STAFF
 - A. ALDERMAN HEISLER WILL MAKE THE FOLLOWING MOTIONS ON BEHALF OF THE MASTER SEWER COMMITTEE:
 1. MOTION TO ACCEPT TERTIARY FILTER BUILDING CHANGE ORDER #2 FROM KORTE-LUITJOHAN IN THE AMOUNT OF \$19,467.00.
 2. MOTION TO ACCEPT A PROPOSAL FROM GONZALEZ COMPANIES, LLC TO PERFORM A STORM SEWER STUDY REGARDING THE 29TH STREET FLOODING ISSUES IN THE AMOUNT OF \$12,135.00.
 3. MOTION TO ACCEPT AN ENGINEERING PROPOSAL FROM GONZALEZ COMPANIES, LLC FOR THE EAST CREEK I AND I IMPROVEMENTS IN THE AMOUNT OF \$533,736.00.
 4. MOTION TO ACCEPT A PROPOSAL FROM CRAWFORD, MURPHEY AND TILLY, INC. TO UPGRADE THE "B" STREET PUMP STATION IN THE AMOUNT OF \$72,458.00.
 5. MOTION TO ACCEPT A PROPOSAL FROM THOUVENOT, WADE AND MOERCHEN TO IMPLEMENT A CLOUD G.I.S. PROGRAM IN THE AMOUNT OF \$5,000.00 PER YEAR FOR FIVE YEARS, THAT WILL

INCLUDE PROVIDING A DISK CONTAINING QUARTERLY DATA UPGRADES.

B. ALDERMAN SILSBY WILL MAKE THE FOLLOWING MOTIONS ON BEHALF OF THE FINANCE COMMITTEE:

1. MOTION TO APPROVE THE LOW BID OF \$14,531 FROM JACK SCHMITT FORD FOR THE PURCHASE OF A 2014 FORD FOCUS FOR THE ECONOMIC DEVELOPMENT DEPARTMENT.
2. MOTION TO APPROVE THE DOWNTOWN STREETScape IN-GROUND ELECTRICAL BOXES AS RECOMMENDED BY STAFF AT A TOTAL COST OF \$126,208.12. WORK TO BE DONE BY GLAENZER ELECTRIC.
3. MOTION TO APPROVE THE BID OF \$15,692.60 FROM SHILOH VALLEY EQUIPMENT FOR THE PURCHASE OF 2 ZERO TURN MOWERS FOR THE PARKS DEPARTMENT.(ALSO RECOMMENDED BY THE PARKS BOARD ON WED., JULY 9TH)
4. MOTION TO APPROVE THE BID OF \$23,391 FROM JACK SCHMITT FORD FOR THE PURCHASE OF 1 NEW ¾ TON PICK-UP TRUCK FOR THE PARKS DEPARTMENT.(ALSO RECOMMENDED BY THE PARKS BOARD ON WED., JULY 9TH)
5. MOTION TO APPROVE THE BID OF \$13,928 (WHICH INCLUDES INSTALLATION) FROM TIGER WATERFRONT PRODUCTS FOR THE PURCHASE OF AN ADA STEEL FISHING DOCK.(ALSO RECOMMENDED BY THE PARKS BOARD ON WED., JULY 9TH)
6. MOTION TO APPROVE THE ART ON THE SQUARE LEASE.
7. MOTION TO APPROVE THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF BELLEVILLE AND THE ST. CLAIR COUNTY PUBLIC BUILDING COMMISSION WHICH SPELLS OUT THE TRANSFER AND ACQUISITION OF PROPERTY.

C. AS RECOMMENDED BY THE HISTORIC PRESERVATION COMMISSION:

1. MOTION TO APPROVE A CONSULTING CONTRACT WITH MICHAEL ALLEN D/B/A PRESERVATION RESEARCH OFFICE FOR THE NATIONAL REGISTER HISTORIC DISTRICT REVIEW AND EXPANSION PROJECT.

D. ALDERMAN SEIBERT WILL MAKE THE FOLLOWING MOTIONS ON BEHALF OF THE STREETS & GRADES COMMITTEE:

1. MOTION TO APPROVE PRELIMINARY ENGINEERING SERVICES AGREEMENT (DEMOLITION OF 600 N. ILLINOIS STREET, 601 N.

ILLINOIS STREET, 603 N. ILLINOIS STREET, 611 N. ILLINOIS STREET, AND 15 WEST 'F' STREET) WITH VOLKERT IN THE AMOUNT OF \$21,000.00.

2. MOTION TO APPROVE TWO LIGHTS TO BE INSTALLED ON TWO EXISTING POLES. MONTHLY COST FOR 250 WATT SODIUM VAPOR WILL BE \$15.74/MO FOR EACH. (TIF 3) ALLEYWAY BETWEEN ERNA AND JESSIE STREET
- E. ALDERMAN SILSBY WILL MAKE A MOTION ON BEHALF OF THE LIBRARY BOARD TO APPROVE CHANGE ORDER #1 FOR THE LIBRARY RENOVATION WITH CENTURY SERVICES AND CONSTRUCTION, INC. IN THE AMOUNT OF \$71,580.89.
- F. ALDERMAN WHITE WILL MAKE THE FOLLOWING MOTIONS ON BEHALF OF THE TRAFFIC COMMITTEE:
1. MOTION TO CREATE A 'NO PARKING HERE TO CORNER' ON SOUTH HIGH ST, EAST SIDE, 52' FROM E. MAIN FACE OF CURB.
 2. MOTION TO AMEND CHAPTER 52 OF THE TRAFFIC CODE FOR NEW SIGNAGE AT HENRY RAAB AND WASHINGTON SCHOOLS.
- G. MOTION FROM MAYOR ECKERT TO APPROVE HIRING JOSHUA MANDELL AND THE LAWRENCE GROUP TO COMPLETE DRAWINGS FOR RENOVATIONS AT 407 E. LINCOLN AT THE ESTIMATED MAXIMUM FEE OF \$4575.00. (THIS IS NECESSARY FOR ADA IMPROVEMENTS AT THIS BUILDING)
- H. ALDERMAN ANTHONY WILL MAKE A MOTION ON BEHALF OF THE POLICE AND FIRE COMMITTEE TO APPROVE THE BELLEVILLE ELECTED OFFICIALS FIRE ACADEMY.
12. COMMUNICATIONS FROM MAYOR, CLERK, OR OTHER CITY OFFICIALS
- A. REQUEST FROM JOHN WUNDERLICH FOR THE BELLEVILLE MERCHANTS TO HOLD THEIR SIDEWALK SALE FRIDAY, AUGUST 1 AND SATURDAY, AUGUST 2, 2014 FROM 8 AM TO 7 PM BOTH DAYS.
 - B. COMMUNICATION FROM ROYAL FAMILY KIDS' CAMP ASKING PERMISSION TO HAVE A 5K RACE, THE ROYAL RUN, ON SATURDAY, MARCH 21, 2015 BEGINNING AT 9:00AM. IT WOULD BEGIN AND END AT THE HOUGH PARK. A COPY OF THE ROUTE IS ATTACHED.

C. COMMUNICATION FROM VELO FORCE RACING TEAM REQUESTING PERMISSION TO HOLD A COMPETITIVE CYCLING EVENT IN THE CITY OF BELLEVILLE ON AUG. 17, 2014 FROM 6:30 AM UNTIL 5:00 PM AND TO CLOSE THE CITY STREETS DOWNTOWN DURING THE RACE.

13. PETITIONS

14. RESOLUTIONS

A. RESOLUTION NO. 3196 – A RESOLUTION AUTHORIZING INTERGOVERNMENTAL AGREEMENT FOR PROPERTY TRANSFERS BETWEEN CITY OF BELLEVILLE, ILLINOIS AND ST. CLAIR COUNTY PUBLIC BUILDING COMMISSION.

B. RESOLUTION NO. 3197 – A RESOLUTION AUTHORIZING INTERGOVERNMENTAL AGREEMENT CONCERNING BIKE TRAIL.

15. ORDINANCES

A. ORDINANCE NO. 7797 – A ZONING ORDINANCE RE CASE 43-JUN14 – DONNA GONZALEZ

B. ORDINANCE NO. 7798 – AN ORDINANCE AUTHORIZING LEASE BETWEEN CITY OF BELLEVILLE, ILLINOIS AND ART ON THE SQUARE FOUNDATION, INC.

16. UNFINISHED BUSINESS

17. MISCELLANEOUS & NEW BUSINESS

A. MOTOR FUEL CLAIMS IN THE AMOUNT OF \$8,178.61.

B. THE CITY COUNCIL MAY GO INTO EXECUTIVE SESSION TO DISCUSS PERSONNEL, LITIGATION, AND PROPERTY ACQUISITION.

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

UNAPPROVED

CITY OF BELLEVILLE, ILLINOIS
REGULAR CITY COUNCIL MEETING MINUTES
COUNCIL CHAMBERS – CITY HALL
JULY 7, 2014 – 7:00 PM

Mayor Mark Eckert called this meeting to order and asked the City Clerk Dallas B. Cook to call roll. Members present on roll call: Mayor Mark Eckert, City Clerk Dallas B. Cook and City Treasurer Dean Hardt. Aldermen: Mike Heisler, Melinda Hult, Janet Schmidt, Gabby Rujawitz, Kent Randle, Johnnie Anthony, Jim Davidson, Phillip Silsby, Joseph W. Hayden, Paul Seibert, Bob White, James Musgrove, Joe Orlet and Lillian Schneider.

Aldermen Kinsella and Galetti were excused.

ROLL CALL DEPARTMENT HEADS

Roll Call Department Heads: Fire Chief Tom Pour, City Attorney Garrett Hoerner, Ken Vaughn, Royce Carlisle, Tim Gregowicz, Jim Schneider, Leander Spearman, Emily Fultz and Debbie Belleville.

Police Chief Bill Clay, Jamie Maitret, Chuck Schaeffer and Bob Sabo were excused. Asst. Lt. Col. Spargur was in attendance for Police Chief Bill Clay and Roger Barfield attended for Bob Sabo.

PLEDGE

Mayor Eckert led everyone in the Pledge of Allegiance to the Flag.

Mayor Eckert explained the disaster procedures.

Mayor Eckert asked for a moment of silence for Alan Dixon a long time senator from the state of Illinois who has passed away.

Mayor Eckert stated he was going to pass over the Public Participation section, since he believed it was going to take some time tonight, to move on to a presentation.

Mayor Eckert presented Brad Joseph and the Joseph Family with a proclamation in honor of Oliver C. Joseph's 100th anniversary.

Brad Joseph said a few words at his father, grandfather and the business.

PUBLIC PARTICIPATION

A recorded presentation from Carole Piontkowsky was shown in reference to the Christmas Market that is on the agenda tonight. (Copy on file in the City Clerk's Office)

Mayor Eckert stated the chalets are 10X10 in size and we have a preliminary commitment by the local Carpenters' Union to build them through their apprenticeship program. Mayor Eckert stated one more item Mrs. Piontkowsky lightly touched is that it will bring the military downtown more.

Mayor Eckert explained the new Public Participation wording included on the agenda and 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 three minutes per person and to please speak into the microphone.

Michael Hagberg of 701 Centreville Ave. stated that over the past several months he has raised questions about TIF10, six weeks ago the City Attorney stated a written response would be available in a few days. Mr. Hagberg stated as of yet he hasn't received a copy of any such written response and hopes it isn't based on the attorney's verbal comments at that meeting. Mr. Hagberg does not agree with his interpretation. Mr. Hagberg feels over the next 22 years there could be significant growth and investment in TIF10. He's happy to see this on tonight's agenda and would like it to remain on the agenda until these questions are answered. Other item Mr. Hagberg spoke in reference of was the sidewalk at 10 E. Washington that was brought to the City's attention two years ago. He hopes this also stays on the agenda and also be included on the streets and grades project list until such time as the city receives the nearly \$15,000 that's being withheld by the state.

Cathleen Lindauer of 5600 Douglas Rd. and the Director of Belleville Tourism spoke on behalf of the German Christmas Market and she stated the more we have to offer for Belleville the more groups will come for.

Stewart Lannert of 318 S. 29th St. stated Lindenwood has been here since 2003 and is co-oping the Belleville 200 Celebration and they always have their hand out. Mr. Lannert stated he's been a Belleville resident since 1970. Mr. Lannert wants to know why he is barred from Lindenwood. He also stated Lindenwood wastes money.

Beth Wamble from Ben's stated several merchants have concerns about the market and have spoke to Alderman White and appreciates him asking them their views since no one else did. She stated she was a little upset about the lack of communication.

Suzanne Whitehead of 1924 Celebration Park Cir. has concerns about the undeveloped lots in her subdivision and hopes they can find some way to entice people to develop and finish the neighborhood.

PUBLIC PARTICIPATION – CONTINUED
JULY 7, 2014

Patti Law of 221 E. Main and has a hair salon downtown said she has a nephew who's been in Germany for 2 years and he told her about the market over there. She believes people are going to go downtown and will have exposure to the unique shops we have and also believes it will do us good.

Darrell Coons of 507 N. 43rd St. spoke in favor of the Christmas Market.

PRESENTATIONS, RECOGNITIONS & APPOINTMENTS

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

MINUTES

Alderman Heisler made a motion seconded by Alderman Schmidt to receive and file the minutes of regular City Council meeting held June 16, 2014.

Alderman Hult stated on page 5 wants her reason for voting no included in the minutes.

All members present voted aye.

CLAIMS

GENERAL FUND.....	\$ 877,131.99
SEWER	\$ 183,925.54
LIBRARY	\$ 33,603.08
PARKS AND RECREATION	\$ 21,226.13
TIF 1	\$ 7,415.76
MOTOR FUEL TAX.....	\$ 6,425.09
FOUNTAIN FUND.....	\$ 322.05
TORT LIABILITY	\$ 10,960.99
SEWER CONSTRUCTION	\$ 441,730.20
SPECIAL SERVICE AREA	\$ 899.25
TIF 3	\$ 153,093.91
BELLEVILLE ILLINOIS TOURISM	\$ 5,996.22
TIF 9 SOUTHWIND ESTATES.....	\$ 5,000.00

CLAIMS – CONTINUED
JULY 7, 2014

TIF 10 LOWER RICHLAND CREEK	\$	5,000.00
TIF 11 IND JOB RECOVERY	\$	5,000.00
TIF 14 ROUTE 15 EAST	\$	5,000.00
POLICE TRUST	\$	4,419.96
NARCOTICS	\$	97.01

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

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

Aldermen Kinsella and Galetti were absent.

REPORTS

ZONING BOARD OF APPEALS ADVISORY REPORTS

Alderman Hayden asked that case 43, 44 and 45 be kept separate.

Amend **Section 60-6-73** to include the terms “Commercial Office” and “Call Center” to the Permitted Uses in the D-1 Light Industrial zoning district (60-6-73) based on Resolution 2982. Ordinance #7787

37-Jun14 – Scott Muir – Requesting a sign installation permit for the area of special control in order to install one 3’x3’ vinyl window decal and one (1) 2’x2’ vinyl window decal at 124 E. Main St. Located in a c-2 heavy commercial zoning district. (applicable portion of zoning code: 53-4-6) Ordinance #7788

38-Jun14 – Empire Comfort Systems, Inc. – Requesting to rezone the property at 921 and 925 Freeburg Ave. From an A-1 single family zoning district to a D-1 light industry zoning district. (applicable portion of zoning code: 60-6-1 through 60-6-7 and 60-6-71 through 60-6-79) Ordinance #7789

39-Jun14 – Empire Comfort Systems, Inc. – Requesting an area/bulk variance for relief from the required 25’ setbacks in the D-1 light industry zoning district at 921 and 925 Freeburg Ave. (applicable portion of zoning code: 60-6-72) Ordinance #7790

REPORTS – CONTINUED
JULY 7, 2014

40-Jun14 – Karen D. Tinsley-Sroka – Requesting a use variance in order to allow light commercial retail use with the allowance of occasional foot traffic for a primarily online based mail order business looking to increase local exposure and business at 3814 N. Belt West located in a c-1 light commercial zoning district. (applicable portion of zoning code: 60-6-43) Ordinance #7791

42-Jun14 – SSC, Inc/Verizon – Requesting a special use permit in order to install a wireless communication facility at 4500 Memorial Dr. (Memorial Hospital) located in a C-2 heavy commercial zoning district. (applicable portion of zoning code: 60-7-31) Ordinance #7792

46-Jun14- Bank of Belleville – Requesting an area/bulk variance in order to reduce the number of required onsite parking spaces at 213-219 South Illinois Street in a c-2 heavy commercial district. (applicable portion of zoning code: 60-8-22) Ordinance #7795

47-Jun14 – City of Belleville – Requesting a sign installation permit for the area of special control in order to place one freestanding sign totaling 16 square feet, two flush-mounted wall sign totaling approximately 10 square feet each, and one awning sign totaling approximately 10 square feet in area, for a total of 46 square feet of signage at 407 East Lincoln Street, in a C-2 heavy commercial district. (applicable portion of the sign code: 53-4-6) Ordinance #7796

Alderman Seibert made a motion seconded by Alderman Schmidt to comply with the recommendation of the Zoning Board to grant these requests and have the proper ordinances drawn.

All members present voted aye.

43-Jun14 – Donna Gonzalez – Requesting a use variance in order to use the accessory structure as a residence at 3912 Summit St. (PPN: 08-17.0-116-089) located in an A-1 single family zoning district. (applicable portion of zoning code: 60-6-4)

Alderman Randle made a motion seconded by Alderman Rujawitz to approve this request and have the proper ordinance drawn with the stipulation.

Alderman Rujawitz stated this will never be a rental property it is strictly for family. He stated we could put a stipulation that it could never be a rental.

Alderman Hult asked if anyone from the neighborhood objected. Alderman Rujawitz and Alderman Randle said no.

All members present voted aye.

REPORTS – CONTINUED
JULY 7, 2014

44-Jun14 – Barney Johnson – Requesting a use variance in order to erect a 10'x10' frame building to enclose vacuum and electrical equipment at 114 N. 44th St. Located in a B-1 multi-family zoning district. (applicable portion of zoning code: 60-6-24) Ordinance #7793

45-Jun14 – Barney Johnson – Requesting an area/bulk variance to erect a structure two (2) feet from the front and side property lines at 114 N. 44th St. Located in a B-1 multi-family zoning district. (applicable portion of zoning code: 60-6-23) Ordinance #7794

Alderman Hayden spoke in reference to the neighbor's concern about the noise. Alderman Anthony stated no one was told to put up a fence and that the applicant, Mr. Johnson said if the noise was an issue he would put up a fence.

Alderman Hayden stated that wasn't what the minutes stated. Alderman Anthony stated that was incorrect.

Alderman Hayden asked why the fence wasn't a part of the stipulation.

Alderman Schneider read what the variance states. She doesn't think they can put up a fence.

Emily Fultz explained the fence regulations.

Alderman Randle stated the variance reads the shed is to be used for storage so in asked if the equipment would be in the shed. More discussion followed between Alderman Anthony, Alderman Schmidt and Emily.

Alderman Hult asked if the vacuums are moving and Alderman Anthony stated the applicant wants to move them to the other side of lot. Alderman Anthony stated the equipment will be in the shed but closer to the resident.

Alderman Schmidt made a motion seconded by Alderman Anthony to comply with the recommendation of the Zoning Board to grant these requests and have the proper ordinances drawn.

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

Members voting nay on roll call: Hayden.

Aldermen Kinsella and Galetti were absent.

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 #47 from Korte-Luitjohan and Thouvenot, Wade & Moerchen for a total amount of \$58,125.01

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

Alderman Schmidt abstained.

Aldermen Kinsella and Galetti were absent.

COMMUNICATIONS

Communication from the Belleville 200 committee and Mayor Eckert requests permission from the council to allow the Civil War Encampment at Ever & Anon Park to remain on the premises overnight on Friday, September 19th and Saturday, September 20th, 2014.

Alderman Seibert made a motion seconded by Alderman White to approve this request.

Alderman Hult asked how many people would be spending the night and Mayor Eckert stated the park is small and they don't want to leave their equipment unattended. Mayor Eckert also stated this is against our ordinance but this is a unique situation.

All members present voted aye.

Request from the Belleville 200 Committee to allow the Belleville Cultural Enrichment Organization and the Belleville 200 Committee to expand the bicentennial events for the year to include a German Christmas Market. The market will be open November 28 through December 23, 2014 and would entail 8 to 12 chalets set up in the Meredith Home quadrant as well as the Bank of America/MMR quadrant. The hours would be Sunday 12:00 – 6:00 pm; Monday thru Thursday 11:00 am – 7:00 pm and Fridays and Saturdays 10:00 am – 9:00 pm.

Alderman Seibert made a motion seconded by Alderman Schmidt to approve this request.

Alderman White read a statement from some business owners of downtown Belleville. (Exhibit A)

Alderman White made a motion seconded by Alderman Hayden to postpone this until next meeting so the City can get together with the merchants and work this out.

COMMUNICATIONS – CONTINUED
JULY 7, 2014

Alderman Hayden spoke about concerns that were brought to him from some of the merchants. Alderman Hayden asked to see a layout of where the stands would be and what about security overnight. Alderman Hayden stated he has a problem approving something we don't seem to have a full plan of what the details are.

Alderman Schmidt stated this is being planned by the Belleville 200 Committee not the City.

Alderman Schneider stated these people are going to come and go. Alderman Schneider also asked who's going to pay for the electric, the citizens. Alderman Schneider also discussed security, food and drinks being sold, heat and anchoring of the chalets. Alderman Schneider said she would call the Health Dept. More discussion followed between the Mayor and Alderman Schneider.

Alderman Davidson asked Alderman White what are we trying to get to. Alderman White stated the perception is this is last minute and there wasn't enough planning involved and relationship between the merchants and 200th Committee to coordinate this. More discussion followed between Alderman Davidson and Alderman White.

Mayor Eckert relinquished the chair to Alderman Seibert to make a statement.

Mayor Eckert stated that every merchant in downtown Belleville is invited to participate in the Downtown Main Street which this Council supports financial. There were 24 people at the meeting when this was discussed and voted on. They are also invited to participate in the Chamber. Mayor Eckert stated he thinks there is some misconception. We do a lot for the downtown merchants.

Alderman Hayden asked if he understands this correctly, that we are under the gun to approve this. Discussion followed by the Mayor and Alderman Hayden.

Alderman Schneider asked why Mrs. Piontkowsky contacted the vendors before getting this approved. Mayor Eckert stated if she didn't there would have been nothing to present.

Debbie Belleville stated this market has been talked about a long time but didn't have anyone to run with it until Carol Piontkowsky became involved. Mrs. Belleville stated time is critical.

Alderman Hult stated she is a military wife and knew this had been a possibility for the 200 Celebration. Alderman Hult has spoken with many of the businesses and felt she could vote with a clear conscience but after the letter read tonight stated there is a communication problem and asked if 2 weeks will really be a problem. More discussion followed.

Alderman Schmidt stated only 2 merchants had contacted and 1 was for the market and 1 was not. She believes this is a good thing.

COMMUNICATIONS – CONTINUED
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Alderman Davidson asked if the site is the issue could they put it elsewhere. Mayor Eckert stated it was pitched for having it downtown.

Alderman Rujawitz stated he thinks we should put to a vote.

Alderman Randle feels the discussion is around logistics.

Mayor Eckert called for a vote on the motion to postpone.

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

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

Aldermen Kinsella and Galetti were absent

Mayor Eckert called for a vote on the motion to approve.

Alderman Hayden stated he was going to take the Mayor at his word that he will meet and work with the businesses.

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

Members voting nay on roll call: White and Schneider.

Aldermen Kinsella and Galetti were absent.

Request from Belleville Surgical Center and Physician's Surgical Center for a letter of support for their CON application for change of ownership.

Alderman Hayden made a motion seconded by Alderman Schmidt to approve this request.

Mayor Eckert stated there are 2 offices and they are both staying, this is just a change of ownership.

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

Aldermen Kinsella and Galetti were absent.

COMMUNICATIONS – CONTINUED
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Street banner permit request from St. Clair County Fair Association to display their banner at the North Illinois Street entrance to the city for the St. Clair County Fair August 6th thru the 10th, 2014 and to be held at the Belle-Clair Fairgrounds.

Alderman Hayden made a motion seconded by Alderman Seibert to approve this request.

All members present voted aye.

RESOLUTIONS NO. 3195

Alderman Silsby made a motion seconded by Alderman Schmidt to read Resolution No. 3195 by title only.

All members present voted aye.

- RESOLUTION NO. 3195 - A RESOLUTION AUTHORIZING EASEMENT AGREEMENTS

Alderman Silsby made a motion seconded by Alderman Hayden to approve Resolution No. 3195.

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

Aldermen Kinsella and Galetti were absent.

ORDINANCE NO.7787 - 7796

Alderman Silsby made a motion seconded by Alderman Schmidt to have Ordinance No. 7787 - 7796 read by title only and as a group.

Alderman Rujawitz asked about the ordinance for the residence and Mayor Eckert stated it would have to be on the agenda of the next meeting.

Alderman Hayden stated he isn't going to ask to pull 7793 and 7794 because he is going to take the gentleman at his word.

All members present voted aye.

ORDINANCES – CONTINUED
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ORDINANCE NO. 7787 - AN ORDINANCE AMENDING CHAPTER 60 (ZONING CODE)

ORDINANCE NO. 7788 – A ZONING ORDINANCE RE CASE 37-JUN14 – SCOTT MUIR

ORDINANCE NO. 7789 – A ZONING ORDINANCE RE CASE 38-JUN14 – EMPIRE COMFORT SYSTEMS INC.

ORDINANCE NO. 7790 – A ZONING ORDINANCE RE CASE 39-JUN14 – EMPIRE COMFORT SYSTEMS INC.

ORDINANCE NO. 7791 – A ZONING ORDINANCE RE CASE 40-JUN14 – KAREN D. TINSLEY-SROKA

ORDINANCE NO. 7792 – A ZONING ORDINANCE RE CASE 42-JUN14 – SSC, INC./VERIZON

ORDINANCE NO. 7793 – A ZONING ORDINANCE RE CASE 44-JUN14 – BARNEY JOHNSON

ORDINANCE NO. 7794 – A ZONING ORDINANCE RE CASE 45-JUN14 – BARNEY JOHNSON

ORDINANCE NO. 7795 – A ZONING ORDINANCE RE CASE 46-JUNE14 – BANK OF BELLEVILLE

ORDINANCE NO. 7796 – A ZONING ORDINANCE RE CASE 47-JUN14 – CITY OF BELLEVILLE

Alderman Silsby made a motion seconded by Alderman Schmidt to approve Ordinances No. 7787 - 7796.

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

Alderman Schneider voted present.

Aldermen Kinsella and Galetti were absent.

UNFINISHED BUSINESS

Mayor Eckert stated Alderman Hayden proposed questions about TIF10 and Mayor Eckert had asked Mr. Scott Sachtleben, one of the developers in TIF10, to come tonight.

Mr. Sachtleben was solicited about 15 years ago for the Reunion subdivision His deal was building lots to be sold to builders for less than his cost and he would receive the shortfall from the taxes generated from the houses being built. He is more than motivated to get the notes paid off. There were 2 builders, one did what they were suppose to do the other went bankrupt. Mr. Sachtleben would prefer payments to come semi-annually than annually because it goes through his fingers to his bank. Mayor Eckert stated it was set up from the beginning to be paid annually. Mr. Sachtleben stated he has been trying to create a marriage between the bank that owns the 74 vacant lots and a builder to get houses built to generate taxes. The bank has been having the lots mowed. The Council agreed to increase infrastructure in the budget and several items will be repaired. Mayor Eckert stated if other maintenance needs to be done, please contact his office, the aldermen or the Engineer's office.

Alderman Hayden asked to set up a meeting in the near future with staff to discuss the discrepancies. Discussion followed between City Attorney Hoerner and Alderman Hayden.

Mayor Eckert stated he would facilitate a meeting once Jamie, who's on maternity leave, is able to meet with them.

Alderman Hayden requested that these issues be placed on the Economic Dev. and Annexation Committee and Finance Committee agendas.

Alderman Hult asked about the issues with the platting. Mayor Eckert stated Mr. Sachtleben is checking into that.

Mayor Eckert stated he suggested putting the issues on the committees in September after some discussion and Alderman Hayden agreed.

Alderman Hayden asked that his letter be entered into the record on the previous minutes. Alderman Hayden thanked everyone.

Mr. Hoerner spoke in reference to the sidewalk on E. Washington. Mr. Hoerner stated the City Engineer Tim Gregowicz's most recent revised design for the sidewalk has been agreed upon and he is scheduling the fix of the sidewalk and when it is completed he'll receive the final payment from IDOT. Tim stated it has been turned in today and thinks it will be started in a couple of weeks.

Alderman Hult stated they had talked about a meeting about the comprehensive plan and Emily stated the final documents will be here soon and it will be discussed at the Planning Commission meeting in August or September.

UNFINISHED BUSINESS – CONTINUED
JULY 7, 2014

Alderman Hult also asked about selling assets we are holding on too. Mayor Eckert stated he brings this up at department head meetings.

Alderman Schneider asked if we having a Housing Department car sitting at Kelso's. Roger explained what had happened.

Alderman Randle stated this goes back to the 06/16/14 City Council meeting when he asked for clarification of the liquor code, Chapter 21, Section 1; 21-1-4 line items "N" & "O", "officials". Mr. Hoerner stated it needs to go to the Ordinance Committee and wants the public official definition consistent throughout the code.

MISCELLANEOUS & NEW BUSINESS

Alderman Seibert made a motion seconded by Alderman Hayden to approve Motor Fuel Tax claims of \$6,425.09.

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

Aldermen Kinsella and Galetti were absent.

Alderman Schmidt made a motion seconded by Alderman Heisler to go into Executive Session to discuss personnel, litigation and property acquisition at approximately 9:38 pm.

All members voted aye.

Following executive session, the council went back into regular session at approximately 9:58 pm.

ADJOURNMENT

Alderman Schmidt made a motion seconded by Alderman Hayden to adjourn at 9:58 pm.

All members present voted aye.

Dallas B. Cook, City Clerk

July 7, 2014

Dear Mayor and City Council:

We, as business owners in the downtown Belleville area, have the following concerns that need to be addressed before the Chriskindlmarkt is voted upon.

Our concerns are as follows:

1. There is limited parking during the holiday season and this market will add to the already existing situation.
2. The statement "if this doesn't work this year, we won't do it again", is not a responsible statement. If this market does or doesn't work this year, it could cause the area to lose merchants due to the fact that they did not have a profitable fourth quarter. Most retail stores count on the fourth quarter to make their year profitable as a business.
3. Before voting for this project, we are asking all the aldermen and women to please consider the local businesses that are here 365 days out of the year and how this will affect each and every one of them.
4. We believe that making a decision without having all of the facts is a recipe for disaster. Marketing decisions should be made on the merits of studies and statistics and not because something sounds like a good idea.
5. The projected cost for this project is still unknown, how can anyone judge if this is even a viable project without knowing the projected cost?
6. It has been stated that the items sold will not compete with what our stores are already carrying. However, it was also stated that these vendors will have jewelry, women's fashions, toys, handbags, ornaments, baked goods, etc., all of which are being sold by our local merchants. Perhaps there could be a committee formed consisting of merchants and organizers of this event for communication purposes.
7. The comparisons made so far, are with cities that are much larger in size than Belleville. The city of Belleville has approximately 44,478 and Chicago has 2,695,598-completely different cities. However, this market is constantly being compared to the Chicago market. The presenter hasn't been to any of the other markets in the US-only the one in Germany. If we are going to compare this to the Chicago market, why isn't their market on Michigan Avenue-which would be comparable to our Main Street?

8. The presenter stated that she should have started planning all of this a year ago, however, she didn't have the time. Why rush through with this? Simply due to the fact that the presenter wants it tied to the 200 celebration is not a viable answer.
9. This event is being compared to Art on the Square which is a 3 day event-not a 26 day event. Art on the Square is a juried event and this event is not.

We, as business owners in the city of Belleville, appreciate the time and communication we have received from some of you. Communication between the city and the business owners will do nothing but strengthen this city, please keep that in mind going forward.

We are asking the city to, if nothing else, table this topic until all questions are answered. Please consider all of our concerns and do not approve this project.

Thank you for your time and understanding,

Grimm & Gorly Florist and Gifts
Circa Boutique and Gifts
Happy Hop Homebrew
Ben's Gift Shop
Blanquart Jewelers
Sole Survivor Leather and Art Gallery
Peace by Piece
CeLeen Gallery and Gifts

**CITY OF BELLEVILLE PAYMENT SUMMARY
COUNCIL MEETING - JULY 21, 2014**

GENERAL FUND

00 - Revenue	\$187,081.04
50 - Administration	\$46,264.86
51 - Police	\$25,677.87
52 - Fire	\$17,320.10
53 - Streets	\$7,105.12
54 - Parks	\$9,112.97
55 - Cemetery	\$3,244.92
56 - Hlth/Sanitation	\$34,303.42
60 - Legal	\$397.49
61 - Health & Housing	\$2,743.40
62 - Economic Planning & Dev	\$528.23
82 - Mayor	\$369.03
83 - Finance	\$228.08
84 - Human Resources	\$505.31
85 - Clerk	\$64.56
87 - Maintenance	\$1,603.02
88 - Engineering	\$2,142.93
GF TOTAL	<u>\$338,692.35</u>

SEW OPERATIONS

75 - Collections	\$9,991.52
77 - Lines	\$28,677.75
78 - Plant	\$73,003.47
SEWER TOTAL	<u>\$111,672.74</u>

04 - Library	\$174,739.29
07 - Park/Rec	\$7,496.67
13 - Motor Fuel Tax Fund	\$8,178.61
15 - Tort Liability Fund	\$75.00
24 - Sewer Const.	\$232,491.89
25 - Sewer Bond & Interest	\$500,987.31
30 - SSA	\$70.08
38 - TIF 3	\$64,722.63
71 - Police Trust	\$303.93
72 - NARCOTICS	\$1,769.87
75 - TIF 17 E Main Street	\$2,288.00
77 - TIF 19 Frank Scott Parkway	\$165,457.61

ALL FUNDS TOTAL \$1,608,945.98

VENDOR #	NAME	DEPT.	AMOUNT
01 GENERAL FUND			
277	CAMPER EXCHANGE, INC.	01-00	368.00
659	LIBRARY FUND	01-00	10,721.39
EC007	ECKERT'S COUNTRY STORE AND FARMS	01-00	2,466.87
PU012	PULTE HOMES	01-00	553.00
R0075	ROSENSTENGEL, JEREMY	01-00	60.00
UM001	UMB BANK NA	01-00	105,992.78
**TOTAL			120,162.04
ADMINISTRATION			
1112	WATTS COPY SYSTEM, INC.	01-50	396.00
2102	AMERENIP	01-50	1,068.45
4902	AT & T	01-50	447.10
551	ILLINOIS AMERICAN WATER	01-50	8,223.54
5987	ILLINOIS DEPT OF STATE POLICE	01-50	36.50
759	BELLEVILLE NEWS DEMOCRAT	01-50	10,247.35
7809	OTTOSEN BRITZ KELLY COOPER	01-50	462.00
CJ000	C J SCHLOSSER & CO LLC	01-50	8,500.00
CO139	CONSTELLATION NEWENERGY, INC	01-50	10,424.22
SH014	CINTAS CORPORATION	01-50	115.51
UM001	UMB BANK NA	01-50	6,236.26
WI122	WINDSTREAM (PAETEC)	01-50	107.93
**TOTAL ADMINISTRATION			46,264.86
POLICE DEPARTMENT			
1112	WATTS COPY SYSTEM, INC.	01-51	406.00
1473	MARTIN GLASS COMPANY	01-51	228.85
163	GROSS, DONALD L	01-51	22.90
2180	CENTURY PRINTING CO	01-51	1,142.00
309	CLEAN MACHINE	01-51	126.50
3430	FIRESTONE CAR CENTER	01-51	935.24
3916	VOGT OIL CO., INC.	01-51	4,567.50
402	EGYPTIAN STATIONERS, INC.	01-51	94.65
4902	AT & T	01-51	447.61
604	OLIVER C JOSEPH CHRYSLER	01-51	10.90
6122	VERIZON WIRELESS	01-51	1,486.56
7668	MOODY, JOHN	01-51	1,275.00
AD014	ADE-OLU CLEANERS 169	01-51	428.00
FA026	FACTORY MOTOR PARTS CO	01-51	1,451.98
LI011	LINDENWOOD UNIVERSITY	01-51	3,852.00
ME034	MERTZ FORD MILLSTADT	01-51	573.22
OF004	OFFICE DEPOT	01-51	366.46
OR001	O'REILLY AUTO PARTS	01-51	36.05
RE070	REILLY, CHARLES	01-51	155.94
SP020	SPLISH SPLASH EXPRESS CAR WASH	01-51	751.50
TH048	THE BANK OF EDWARDSVILLE	01-51	498.01
TI020	TIBURON	01-51	4,253.00
WE062	WEILBACHER, NICHOLAS	01-51	2,568.00
**TOTAL POLICE DEPARTMENT			25,677.87

VENDOR #	NAME	DEPT.	AMOUNT
=====			
01	GENERAL FUND		
	POLICE DEPARTMENT		
	FIRE DEPARTMENT		
1112	WATTS COPY SYSTEM, INC.	01-52	126.00
1117	WEISSENBORN BOAT & LAWN EQUIPMENT	01-52	11.00
1728	HEROS IN STYLE	01-52	213.99
182	BANNER FIRE EQUIPMENT INC	01-52	1,075.48
2244	SWITZER FOOD & SUPPLIES	01-52	34.10
3445	DAVE SCHMIDT TRUCK SERVICE	01-52	4,741.50
3916	VOGT OIL CO., INC.	01-52	427.64
403	EFFINGER'S GARDEN CENTER	01-52	436.98
4902	AT & T	01-52	192.30
6122	VERIZON WIRELESS	01-52	448.42
726	CLEAN THE UNIFORM COMPANY	01-52	345.74
731	MOTOROLA SOLUTIONS INC	01-52	271.86
8151	WEX BANK	01-52	243.89
AE005	AEC FIRE-SAFETY & SECURITY INC	01-52	500.00
AT013	ATLAS OUTFITTERS	01-52	3,562.90
CH030	CHARTER COMMUNICATIONS	01-52	40.83
CO051	CONTEMPORARY LIFE SAVING TRAINING	01-52	227.38
CO131	COMTEKK ENGINEERING LLC	01-52	149.00
DA034	DAUPHIN, KAREN	01-52	1,103.08
HA007	HAWTHORN SUITES	01-52	3,108.00
OF004	OFFICE DEPOT	01-52	8.70
SH014	CINTAS CORPORATION	01-52	51.31

	**TOTAL FIRE DEPARTMENT		17,320.10
	STREETS		
1112	WATTS COPY SYSTEM, INC.	01-53	138.00
211	BELLEVILLE SEED HOUSE	01-53	584.00
267	BUILDING PRODUCTS CORP.	01-53	282.30
272	BUSTER'S TIRE MART	01-53	220.00
277	CAMPER EXCHANGE, INC.	01-53	22.76
3916	VOGT OIL CO., INC.	01-53	210.93
393	DUTCH HOLLOW JANITORIAL SUPPLIES	01-53	73.26
413	ERB TURF & UTILITY EQUIPMENT, INC	01-53	1,289.04
4178	UPCHURCH	01-53	1,496.25
4902	AT & T	01-53	428.55
5575	PRAXAIR DISTRIBUTION, INC.	01-53	131.38
6122	VERIZON WIRELESS	01-53	227.21
803	POELKER'S GARAGE INC.	01-53	185.10
EC008	ECON-O-JOHNS	01-53	90.00
LO010	LOWE'S	01-53	641.89
MI009	MIDWEST INDUSTRIAL SUPPLIES & SER	01-53	7.80
OL008	OLIVER C JOSEPH GMC	01-53	53.72
PL000	PLAZA AUTO PARTS	01-53	64.61
RE061	RED-E-MIX LLC	01-53	675.00
ST043	ST LOUIS COMPOSTING INC	01-53	15.00
TR050	TRAFFIC CONTROL COMPANY-ILLINOIS	01-53	268.32

	**TOTAL STREETS		7,105.12

VENDOR #	NAME	DEPT.	AMOUNT
=====			
01	GENERAL FUND		
	STREETS		
	PARKS DEPARTMENT		
1112	WATTS COPY SYSTEM, INC.	01-54	276.00
163	GROSS, DONALD L	01-54	132.04
2102	AMERENIP	01-54	673.64
393	DUTCH HOLLOW JANITORIAL SUPPLIES	01-54	429.74
4902	AT & T	01-54	575.13
515	HOME-BRITE ACE HARDWARE	01-54	3.99
551	ILLINOIS AMERICAN WATER	01-54	1,026.17
5575	PRAXAIR DISTRIBUTION, INC.	01-54	2.81
6122	VERIZON WIRELESS	01-54	138.09
6493	GREEN GUARD FIRST AID & SAFETY	01-54	50.54
661	LIESE LUMBER CO., INC.	01-54	116.86
759	BELLEVILLE NEWS DEMOCRAT	01-54	159.30
7678	SHILOH VALLEY EQUIPMENT	01-54	44.24
8151	WEX BANK	01-54	58.97
888	FS TURF SOLUTIONS	01-54	845.00
BI028	BI-COUNTY SMALL ENGINE CENTER	01-54	180.34
CH030	CHARTER COMMUNICATIONS	01-54	298.87
CJ001	C J GOODALL TIRE CO, INC	01-54	105.00
CO139	CONSTELLATION NEWENERGY, INC	01-54	2,887.08
GE015	GENUINE PARTS CO - MT VERNON	01-54	6.29
G0005	GOODALL TRUCK TESTING	01-54	46.20
LO010	LOWE'S	01-54	393.58
ME037	MEURER BROTHERS, INC	01-54	300.00
PL000	PLAZA AUTO PARTS	01-54	17.25
ST043	ST LOUIS COMPOSTING INC	01-54	180.00
TR050	TRAFFIC CONTROL COMPANY-ILLINOIS	01-54	98.00
UN027	UNIFIRST CORP	01-54	67.84

	**TOTAL PARKS DEPARTMENT		9,112.97
	CEMETERY DEPARTMENT		
157	ATLAS ALARM CO., INC.	01-55	90.00
2552	REAL PURE BOTTLED WATER	01-55	56.78
267	BUILDING PRODUCTS CORP.	01-55	94.00
3916	VOGT OIL CO., INC.	01-55	1,420.82
401	H EDWARDS EQUIPMENT, INC.	01-55	780.00
413	ERB TURF & UTILITY EQUIPMENT, INC	01-55	649.91
4902	AT & T	01-55	91.94
6122	VERIZON WIRELESS	01-55	61.47

	**TOTAL CEMETERY DEPARTMENT		3,244.92
	HEALTH & SANITATION		
1112	WATTS COPY SYSTEM, INC.	01-56	13.00
2125	GRASS ROOTS LAWN CARE INC	01-56	4,875.00
3445	DAVE SCHMIDT TRUCK SERVICE	01-56	19,924.96
3916	VOGT OIL CO., INC.	01-56	8,480.52
4902	AT & T	01-56	128.91

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VENDOR #	NAME	DEPT.	AMOUNT
=====			
01 GENERAL FUND			
HEALTH & SANITATION			
6122	VERIZON WIRELESS	01-56	489.36
DE006	COOPER COLOR INC	01-56	59.73
UN027	UNIFIRST CORP	01-56	331.94

**TOTAL HEALTH & SANITATION			34,303.42
LEGAL DEPARTMENT			
6617	FLYNN, GUYMON & GARAVALLIA	01-60	58.50
LE062	LEXISNEXIS	01-60	338.99

**TOTAL LEGAL DEPARTMENT			397.49
HEALTH & HOUSING			
1112	WATTS COPY SYSTEM, INC.	01-61	139.00
2964	EHRET, MICHAEL	01-61	186.71
3916	VOGT OIL CO., INC.	01-61	176.14
5796	STAN ERLINGER	01-61	1,184.00
6122	VERIZON WIRELESS	01-61	349.99
7911	PROFESSIONAL TITLE CO	01-61	390.00
796	PITNEY BOWES INC	01-61	273.31
884	ST CLAIR COUNTY RECORDER OF DEEDS	01-61	29.25
SP020	SPLISH SPLASH EXPRESS CAR WASH	01-61	15.00

**TOTAL HEALTH & HOUSING			2,743.40
PLANNING & ECONOMIC DEVELOPMENT			
1314	BERTCO RUBBER STAMPS & ENGRAVING	01-62	17.30
6122	VERIZON WIRELESS	01-62	52.02
759	BELLEVILLE NEWS DEMOCRAT	01-62	458.91

**TOTAL PLANNING & ECONOMIC DEVELOPMENT			528.23
MAYOR			
3916	VOGT OIL CO., INC.	01-82	165.96
6122	VERIZON WIRELESS	01-82	203.07

**TOTAL MAYOR			369.03
FINANCE			
7437	COST LESS COPY CENTER INC	01-83	189.00
OF004	OFFICE DEPOT	01-83	39.08

**TOTAL FINANCE			228.08
HUMAN RESOURCES/COMMUNITY DEV			
1112	WATTS COPY SYSTEM, INC.	01-84	160.00
7452	MIDWEST OCCUPATIONAL MEDICINE	01-84	294.00
SH014	CINTAS CORPORATION	01-84	51.31

**TOTAL HUMAN RESOURCES/COMMUNITY DEV			505.31

VENDOR #	NAME	DEPT.	AMOUNT
=====			
01	GENERAL FUND		
	HUMAN RESOURCES/COMMUNITY DEV		
	CLERKS		
OF004	OFFICE DEPOT	01-85	39.08
QU006	QUILL CORP	01-85	25.48

	**TOTAL CLERKS		64.56
	MAINTENANCE		
1112	WATTS COPY SYSTEM, INC.	01-87	13.00
163	GROSS, DONALD L	01-87	19.17
214	BELLEVILLE SUPPLY COMPANY	01-87	72.42
371	DEVAN AUTOMOTIVE SERVICE	01-87	247.31
3916	VOGT OIL CO., INC.	01-87	222.31
393	DUTCH HOLLOW JANITORIAL SUPPLIES	01-87	197.70
6122	VERIZON WIRELESS	01-87	277.71
661	LIESE LUMBER CO., INC.	01-87	60.90
8151	WEX BANK	01-87	65.70
HO034	HOME DEPOT CREDIT SERVICES	01-87	101.43
KO022	KONE INC	01-87	172.37
VO010	VOSS LIGHTING	01-87	153.00

	**TOTAL MAINTENANCE		1,603.02
	ENGINEERING		
1112	WATTS COPY SYSTEM, INC.	01-88	156.00
402	EGYPTIAN STATIONERS, INC.	01-88	78.84
403	EFFINGER'S GARDEN CENTER	01-88	124.90
6122	VERIZON WIRELESS	01-88	89.01
8151	WEX BANK	01-88	266.56
CA024	CARTER WATERS CORPORATION	01-88	200.07
GR033	GREGOWICZ, TIM	01-88	39.94
OL008	OLIVER C JOSEPH GMC	01-88	1,087.61
ST165	STEINKE, KAREN	01-88	100.00

	**TOTAL ENGINEERING		2,142.93
01	GENERAL FUND	GRAND TOTAL	271,773.35

SYS DATE:07/15/14

CITY OF BELLEVILLE
C L A I M S H E E T

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VENDOR #	NAME	DEPT.	AMOUNT
=====			
04	LIBRARY		
4902	AT & T	04-00	154.18
551	ILLINOIS AMERICAN WATER	04-00	51.23
CH030	CHARTER COMMUNICATIONS	04-00	137.02
CO139	CONSTELLATION NEWENERGY, INC	04-00	1,084.90
	**TOTAL		----- 1,427.33
04	LIBRARY	GRAND TOTAL	1,427.33

VENDOR #	NAME	DEPT.	AMOUNT
07 PLAYGROUND AND RECREATION			
1112	WATTS COPY SYSTEM, INC.	07-00	93.00
176	BARCOM ELECTRONIC, INC.	07-00	115.00
201	BELLEVILLE BOWLING & SPORTS SHOP	07-00	129.70
2244	SWITZER FOOD & SUPPLIES	07-00	415.30
4782	SAM'S CLUB	07-00	1,376.42
4902	AT & T	07-00	96.15
759	BELLEVILLE NEWS DEMOCRAT	07-00	347.00
AM036	AMERICAN BOTTLING	07-00	42.50
AT011	AT & T U-VERSE	07-00	35.00
AT012	AT & T MOBILITY	07-00	42.99
CH045	CHICK-FIL-A	07-00	115.00
DA028	DA-COM CORPORATION	07-00	372.31
FI000	FIRST STUDENT TRANSPORTATION SERV	07-00	2,471.86
GR037	GRANT, MARY	07-00	325.50
HO034	HOME DEPOT CREDIT SERVICES	07-00	348.00
KI026	KIM'S ICE CREAM LLC	07-00	96.00
NI012	NICHOLS, LINDSEY	07-00	46.97
OF004	OFFICE DEPOT	07-00	139.49
PR011	PRINT MASTER	07-00	72.10
RE065	REICHLING, AMANDA	07-00	14.38
RI040	RIVERCHASE OF FENTON	07-00	400.00
SH028	SHOP N SAVE	07-00	10.00
WI049	WINNING STREAK INC	07-00	392.00
	**TOTAL		7,496.67
07 PLAYGROUND AND RECREATION		GRAND TOTAL	7,496.67

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C L A I M S H E E T

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VENDOR #	NAME	DEPT.	AMOUNT
=====			
13	MOTOR FUEL TAX FUND		
666	MACLAIR ASPHALT COMPANY	13-00	736.03
EL001	ELECTRICO, INC.	13-00	519.38
FO033	FOURNIE CONTRACTING COMPANY, INC	13-00	6,923.20
	**TOTAL		8,178.61

13	MOTOR FUEL TAX FUND	GRAND TOTAL	8,178.61

VENDOR #	NAME	DEPT.	AMOUNT
=====			
15	TORT LIABILITY FUND		
BR059	BRYDON, PAT	15-00	75.00
	**TOTAL		----- 75.00
	15 TORT LIABILITY FUND	GRAND TOTAL	75.00

VENDOR #	NAME	DEPT.	AMOUNT
21 SEWER OPERATION & MAINTENANCE			
SEWER COLLECTION			
1252	LOCIS	21-75	25.00
ST013	STOOKEY TOWNSHIP	21-75	9,796.87
TR029	TRANSWORLD SYSTEMS	21-75	169.65
**TOTAL SEWER COLLECTION			9,991.52
SEWER LINES			
1423	EHRET PLUMBING & HEATING, INC.	21-77	22,405.94
272	BUSTER'S TIRE MART	21-77	30.00
314	COE EQUIPMENT CO	21-77	611.70
3445	DAVE SCHMIDT TRUCK SERVICE	21-77	477.74
371	DEVAN AUTOMOTIVE SERVICE	21-77	1,116.36
3916	VOGT OIL CO., INC.	21-77	718.67
5882	TOWN HALL SPORTS	21-77	300.00
6122	VERIZON WIRELESS	21-77	74.48
661	LIESE LUMBER CO., INC.	21-77	51.50
8151	WEX BANK	21-77	1,112.47
AL041	ALL IN SHIPPING	21-77	8.97
CL019	C & L BACKHOE	21-77	1,520.00
HO034	HOME DEPOT CREDIT SERVICES	21-77	85.47
PL000	PLAZA AUTO PARTS	21-77	24.18
PL011	PLUMBERS SUPPLY	21-77	38.93
UN027	UNIFIRST CORP	21-77	101.34
**TOTAL SEWER LINES			28,677.75
SEWER PLANT			
1112	WATTS COPY SYSTEM, INC.	21-78	126.00
1117	WEISSENBORN BOAT & LAWN EQUIPMENT	21-78	6.95
1547	THOUVENOT WADE & MOERCHEN	21-78	921.00
2102	AMERENIP	21-78	4,407.10
2244	SWITZER FOOD & SUPPLIES	21-78	130.10
2728	AGRO-ECOLOGY INC	21-78	9,625.00
3445	DAVE SCHMIDT TRUCK SERVICE	21-78	1,245.18
3916	VOGT OIL CO., INC.	21-78	2,117.78
413	ERB TURF & UTILITY EQUIPMENT, INC	21-78	567.86
4902	AT & T	21-78	702.64
5317	W W GRAINGER, INC.	21-78	2,168.20
551	ILLINOIS AMERICAN WATER	21-78	210.55
6122	VERIZON WIRELESS	21-78	423.17
6194	ILLINOIS ELECTRIC WORKS	21-78	3,189.65
8132	WASTE MANAGEMENT OF ST. LOUIS	21-78	2,589.17
8151	WEX BANK	21-78	1,231.79
BE015	BELLEVILLE MECHANICAL, INC	21-78	3,722.00
CJ001	C J GOODALL TIRE CO, INC	21-78	213.00
CO139	CONSTELLATION NEWENERGY, INC	21-78	9,626.02
EI007	EISKANT CONSTRUCTION, LLC	21-78	9,775.00
FA002	FASTENAL COMPANY	21-78	24.78
FL006	FLO-SYSTEMS INC	21-78	2,591.37

VENDOR #	NAME	DEPT.	AMOUNT
21 SEWER OPERATION & MAINTENANCE			
SEWER PLANT			
FL015	FLOWTRONICS LLC	21-78	11,386.34
HO034	HOME DEPOT CREDIT SERVICES	21-78	184.76
LO010	LOWE'S	21-78	1,520.28
ME005	MERCURIO SHEET METAL	21-78	280.00
NU001	CARSON, MICKEY D	21-78	643.00
PL011	PLUMBERS SUPPLY	21-78	167.32
QU006	QUILL CORP	21-78	6.36
QU012	QUALITY CHEMICAL CO	21-78	1,820.12
SH014	CINTAS CORPORATION	21-78	42.80
SI024	EVOQUA WATER TECHNOLOGIES LLC	21-78	600.00
ST009	ST CLAIR SERVICE COMPANY	21-78	120.30
ST043	ST LOUIS COMPOSTING INC	21-78	24.69
UN027	UNIFIRST CORP	21-78	93.81
VE015	VEOLIA ENVIRONMENTAL SERVICES	21-78	499.38
**TOTAL SEWER PLANT			73,003.47
21 SEWER OPERATION & MAINTENANCE		GRAND TOTAL	111,672.74

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

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VENDOR #	NAME	DEPT.	AMOUNT
=====			
30	SPECIAL SERVICE AREA		
551	ILLINOIS AMERICAN WATER	30-00	19.73
CO139	CONSTELLATION NEWENERGY, INC	30-00	50.35
	**TOTAL		----- 70.08
	30 SPECIAL SERVICE AREA	GRAND TOTAL	70.08

VENDOR #	NAME	DEPT.	AMOUNT
=====			
38	TIF 3 (CITY OF BELLEVILLE)		
3153	SCI ENGINEERING INC	38-00	3,350.00
4873	ILLINOIS TAX INCREMENT ASSOCIATIO	38-00	850.00
7125	GLAENZER ELECTRIC	38-00	9,716.89
EL001	ELECTRICO, INC.	38-00	558.10
JO075	JOSEPH, STEVE	38-00	1,018.21
KA009	KASKASKIA ENGINEERING GROUP LLC	38-00	11,044.83
LA070	LA CAPITAL PARTNERS, LLC	38-00	600.00
PA017	PARKER CONSULTING SERVICES	38-00	2,886.00
PA048	PARKER CONSULTING SERVICES	38-00	169.85
QU003	QUALITY TESTING & ENGINEERING, IN	38-00	208.75
RO085	ROGERS, JACK W	38-00	1,500.00
ST081	STERNBERG LIGHTING	38-00	3,420.00
VO006	VOLKERT INC	38-00	28,600.00
	**TOTAL		63,922.63

38	TIF 3 (CITY OF BELLEVILLE)	GRAND TOTAL	63,922.63

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VENDOR #	NAME	DEPT.	AMOUNT
71	POLICE TRUST		
PE023	PETSMART	71-00	303.93
	**TOTAL		303.93
	71 POLICE TRUST	GRAND TOTAL	303.93

VENDOR #	NAME	DEPT.	AMOUNT
=====			
72	NARCOTICS		
BU062	BUDDE, CHARLES	72-00	1,420.00
DI005	DICKERSON STATIONS, INC	72-00	349.87
	**TOTAL		----- 1,769.87
	72 NARCOTICS	GRAND TOTAL	1,769.87

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VENDOR #	NAME	DEPT.	AMOUNT
75	TIF 17 (EAST MAIN STREET)		
CA005	CALHOUN CONSTRUCTION, INC.	75-00	2,288.00
	**TOTAL		2,288.00
	75 TIF 17 (EAST MAIN STREET)	GRAND TOTAL	2,288.00

VENDOR #	NAME	DEPT.	AMOUNT
----------	------	-------	--------

77 TIF 19 (FRANK SCOTT PARKWAY)

UM001	UMB BANK NA	77-00	165,457.61
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	**TOTAL		165,457.61
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	77 TIF 19 (FRANK SCOTT PARKWAY)	GRAND TOTAL	165,457.61
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	GRAND TOTAL FOR ALL FUNDS:		1,355,115.02
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	TOTAL FOR REGULAR CHECKS:		1,328,324.70
--	---------------------------	--	--------------

	TOTAL FOR DIRECT PAY VENDORS:		26,790.32
--	-------------------------------	--	-----------

VENDOR #	NAME	DEPT.	AMOUNT
=====			
04	LIBRARY		
1306	LIBRARY OF CONGRESS	04-00	325.00
1361	EDWARDSVILLE PUBLIC LIBRARY	04-00	30.95
1392	O'FALLON PUBLIC LIBRARY	04-00	14.99
173	BAKER & TAYLOR CONTINUATION SERVI	04-00	3,929.72
181	BASIC HARDWARE CENTER, INC.	04-00	45.14
367	DEMCO, INC.	04-00	540.62
379	DIRECTIONS UNLIMITED	04-00	870.41
402	EGYPTIAN STATIONERS, INC.	04-00	12,909.00
447	GALE GROUP, THE	04-00	7,593.68
4546	AUDIO EDITIONS	04-00	366.87
5385	INGRAM LIBRARY SERVICES	04-00	62.96
6651	PETTY CASH-LIBRARY	04-00	501.23
7302	WEST GROUP PAYMENT CTR	04-00	78.00
8092	DA-COM CORPORATION	04-00	161.70
AF004	AFFORDABLE LIBRARY PRODUCTS	04-00	320.00
AM011	AMAZON.COM LLC	04-00	1,488.18
AN006	ANDERSON PEST SOLUTIONS	04-00	220.00
BO052	BOOPSIE	04-00	4,990.00
BU052	BUDGET LIBRARY SUPPLIES	04-00	729.00
CE023	CENTURY SERVICE & CONSTRUCTION	04-00	126,457.10
DA028	DA-COM CORPORATION	04-00	364.00
EW000	EWR ASSOCIATES INC	04-00	540.00
GI017	GILMAN-DANFORTH DISTRICT LIBRARY	04-00	60.00
IL074	ILLINOIS HEARTLAND LIBRARY SYSTEM	04-00	282.25
MI074	MICROSOFT CORPORATION	04-00	3,992.00
OF004	OFFICE DEPOT	04-00	212.22
OV000	OVERDRIVE INC	04-00	6,000.00
SI005	SIX MILE REGIONAL LIBRARY DISTRICT	04-00	22.95
TE026	TECSRV	04-00	162.00
TRO31	TRIAD HIGH SCHOOL	04-00	25.99
WI121	WILLIAMSVILLE SENIOR HIGH SCHOOL	04-00RY	16.00
	**TOTAL		173,311.96

04	LIBRARY	GRAND TOTAL	173,311.96

VENDOR #	NAME	DEPT.	AMOUNT
24 SEWER CONSTRUCTION FUND			
BE131	BEGER, LARRY & CAROL	24-00	3,000.00
OW005	OWEN, DAVID	24-00	9,800.00
	**TOTAL		12,800.00
	24 SEWER CONSTRUCTION FUND	GRAND TOTAL	12,800.00
	GRAND TOTAL FOR ALL FUNDS:		186,111.96
	TOTAL FOR REGULAR CHECKS:		179,031.34
	TOTAL FOR DIRECT PAY VENDORS:		7,080.62

=====

A/P MANUAL CHECK POSTING LIST

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

=====

VENDOR #	NAME	DEPT.	AMOUNT
01	GENERAL FUND		
ME006	METRO EAST AUTO	01-00	66,919.00
	**TOTAL		66,919.00
	01 GENERAL FUND	GRAND TOTAL	66,919.00

=====

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

=====

VENDOR #	NAME	DEPT.	AMOUNT
38 TIF 3 (CITY OF BELLEVILLE)			
TA032	TATE, PATRICIA	38-00	800.00
	**TOTAL		800.00
	38 TIF 3 (CITY OF BELLEVILLE)	GRAND TOTAL	800.00
GRAND TOTAL FOR ALL FUNDS--MANUAL CHECKS:			67,719.00
GRAND TOTAL FOR ALL FUNDS--REGULAR AND MANUAL			253,830.96

CASH RECEIPTS
FISCAL YEAR 2014-2015

	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	JANUARY	FEBRUARY	MARCH	APRIL	CUMULATIVE TOTAL
NONCONFORMING USE													\$ -
HOUSING PENALTY FEE													\$ -
MISC. COIN													\$ -
GAS & BOILER FEES	\$ 165.00	\$ 90.00											\$ 255.00
PLUMBING FEES	\$ 497.00	\$ 135.00											\$ 632.00
ELECTRICAL FEES	\$ 2,160.00	\$ 2,260.00											\$ 4,420.00
ELECTRICAL LICENSE FEES	\$ 750.00												\$ 750.00
ELECTRICAL TESTING FEES													\$ -
BUILDING PERMITS	\$ 555.00	\$ 801.00											\$ 1,356.00
DEMOLITION PERMITS		\$ 300.00											\$ 300.00
HOME OCCUPATION PERMITS		\$ 200.00											\$ 200.00
SIGN PERMITS	\$ 154.00	\$ 380.50											\$ 534.50
CODE BOOKS													\$ -
BOCA CODE BOOK													\$ -
CRIME FREE HOUSING	\$ 875.00	\$ 1,375.00											\$ 2,250.00
ZONING CERTIFICATE													\$ -
AERATION INSPECTION FEES													\$ -
OCCUPANCY PERMITS	\$ 10,250.00	\$ 13,000.00											\$ 23,250.00
HOUSING INSPECTIONS	\$ 12,540.00	\$ 15,000.00											\$ 27,540.00
EXCAVATION PERMIT	\$ 20.00	\$ 235.00											\$ 255.00
COMBINATION PERMITS	\$ 12,721.00	\$ 17,520.00											\$ 30,241.00
DUMPSTER PERMIT	\$ 50.00	\$ 100.00											\$ 150.00
REFUSE CONTAINER FEE	\$ 350.00	\$ 350.00											\$ 700.00
LARGE ITEM PICKUP FEE	\$ 2,440.00	\$ 2,795.00											\$ 5,235.00
SEWER TAP-IN FEES	\$ 28,175.00	\$ 73,575.00											\$ 99,750.00
SEWER TAP-IN INSPECTION	\$ 1,150.00	\$ 3,090.00											\$ 4,240.00
TOTAL COLLECTED	\$ 70,852.00	\$ 131,206.50	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 202,058.50

For Budget 2/18/14

GENERAL FUND

01

CASH

CASH IN BANK	\$ 1,502,070.33
CASH IN BANK-CONTINENTAL MAGNA	0.00
CASH IN BANK-RICHLAND CREEK FLOO	26,115.19
CASH IN BANK-EPAY	6,877.07
CASH IN BANK-IKE GRANT/WAGNER	0.00
PETTY CASH	1,425.00
HISTORICAL PRESERVATION-SAVINGS	3,064.95
INVESTMENTS	<u>1,082,055.97</u>
	\$ 2,621,608.51

CASH BALANCE, JUNE 1, 2014

\$ 2,621,608.51

RECEIPTS

UTILITY TAX	\$ 210,099.32
LIQUOR LICENSE	30.00
BUSINESS LICENSE	2,500.00
FRANCHISE FEES	23,250.00
LIQUOR APPLICATION FEE	750.00
BUILDING & SIGN PERMITS	20,678.00
ELECTRICAL PERMITS	2,050.00
ELECTRICAL LICENSE FEE	50.00
PLUMBING PERMITS	188.00
HVAC PERMITS	75.00
OCCUPANCY PERMITS	12,600.00
BUSINESS OCCUPANCY PERMITS	300.00
HOUSING INSPECTION FEES	14,500.00
CRIME FREE HOUSING	1,225.00
FIRE INSPECTION FEES	6,379.00
EXCAVATION PERMITS	235.00
PARKING PERMITS	1,200.00
STATE INCOME TAX	433,163.59
METRO EAST AUTO TASK FORCE	72,374.79-
SALES TAX	509,740.52
LEASED CAR TAX	870.84
TELECOMMUNICATIONS TAX	118,170.57
PARKWAY NORTH BUS DIST SALE TAX	2,545.19
LOCAL USE TAX	68,844.61
HOME RULE SALES TAX	185,525.39
GAMING FEES	10,444.38
COURT FINES	7,877.85
POLICE DEPT VEHICLE DIST.	2,040.66
DUI ENFORCEMENT DISTRIBUTION	1,273.77
VEHICLE TOW RELEASE FEES	14,350.00
S.O. REGISTRATION FEES	100.00
PARKING FINES	4,200.00
METER COLLECTIONS	5,023.88
TRASH DISPOSAL CHARGES	252,860.82
TRASH TOTES	350.00
CEMETERY INCOME - BURIALS	2,850.00
CEMETERY INCOME-SALE LOTS/GRAVES	1,020.00
CEMETERY INCOME - ENDOWED CARE	180.00
LIEN FEES	460.00
GARAGE PARKING	72.00
WEED CUTTING SERVICES	6,071.25
OTHER SALES & SERVICES	1,005.00
INTEREST INCOME	483.70

GENERAL FUND

01

RENTAL INCOME	1,900.00
LEASE'S-OTHER	2,389.07
DONATIONS-HISTORIC PRESERVATION	0.24
REIMB. ADMINISTRATION	1,546.63
REIMB. POLICE DEPARTMENT	39,123.32
REIMB. FIRE DEPARTMENT	129.59
REIMB. STREET DEPARTMENT	5,412.35
REIMB. PARKS DEPARTMENT	132.53
REIMB. HEALTH & SANITATION	2,227.87
REIMB. HEALTH & HOUSING	2,548.50
REIMB. FINANCE DEPARTMENT	7,500.00
REIMB. MAINT. DEPT.	1,802.26
EPAYABLE PROCESSING INCOME	1,952.55
MISCELLANEOUS INCOME	<u>141.00</u>
	\$ 1,920,064.46

TOTAL RECEIPTS \$ 1,920,064.46

TOTAL CASH AVAILABLE \$ 4,541,672.97

DISBURSEMENTS

ADMINISTRATION

SALARIES - REGULAR	\$ 29,094.24
HOSPITAL INSURANCE	1,914.54
RETIREES HEALTH INSURANCE	19,022.08
OTHER PROFESSIONAL SERVICES	3,725.83
TELEPHONE	6,479.34
PUBLISHING	542.30
UTILITIES	28,480.61
STREET LIGHTING	31,235.14
FEES & PERMITS	150.25
RENTALS	319.27-
OPERATING SUPPLIES	89.98
INTEREST PKWY NORTH NOTES	6,396.95
INTEREST 2003 COMBINED BONDS	3,070.51
INTEREST PAYMENT 2004 BONDS	6,164.89
BUILDINGS	230,384.56
EQUIPMENT	6,650.00

POLICE DEPARTMENT

POLICE SALARIES-REGULAR	493,682.62
SALARIES - PART-TIME	2,596.13
SALARIES - OVERTIME	54,761.42
PAGER PAY	200.00
HOSPITAL INSURANCE	60,146.24
MAINTENANCE SERVICE - EQUIPMENT	2,542.48
MAINTENANCE SERVICE - VEHICLES	8,121.48
OTHER PROFESSIONAL SERVICES	382.50
TELEPHONE	1,990.65
PRINTING	271.32
TRAVEL EXPENSE	51.75
TRAINING	1,275.00
TUITION REIMBURSEMENT	1,305.00
RENTALS	7,143.14
OFFICE SUPPLIES	749.05
OPERATING SUPPLIES	956.87

GENERAL FUND

01

AUTOMOTIVE FUEL/OIL 19,972.07
EQUIPMENT 1,199.99

FIRE DEPARTMENT

SALARIES - REGULAR 353,195.37
SALARIES - OVERTIME 26,774.14
HOSPITAL INSURANCE 41,824.97
MAINTENANCE SERVICE - EQUIPMENT 1,569.50
MAINTENANCE SERVICE - VEHICLES 2,557.86
OTHER PROFESSIONAL SERVICES 289.50
TELEPHONE 1,146.50
DUES 165.00
TRAVEL EXPENSE 40.00
TRAINING EXPENSE 57.44
TUITION REIMBURSEMENT 540.00
PUBLICATIONS 93.60
RENTALS 377.41
MAINT/SUPPLIES EQUIPMENT 194.83
MAINTENANCE SUPPLIES - VEHICLE 1,225.68
OFFICE SUPPLIES 62.62
OPERATING SUPPLIES 1,878.32
SMALL TOOLS 365.90
JANITORIAL SUPPLIES 677.05
AUTOMOTIVE FUEL/OIL 4,774.11
EQUIPMENT 632.00

STREETS

SALARIES - REGULAR 73,871.12
SALARIES - PART TIME 12,100.00
SALARIES - OVERTIME 8,994.77
HEALTH INSURANCE 11,025.67
MAINTENANCE SERVICE - EQUIPMENT 73.45
MAINTENANCE SERVICE - VEHICLES 1,175.79
OTHER PROFESSIONAL SERVICES 1,062.24
TELEPHONE 645.40
PUBLISHING 76.11
RENTALS 708.75
MAINTENANCE SUPPLIES- EQUIPMENT 6,959.04
MAINTENANCE SUPPLIES - VEHICLES 199.01
MAINTENANCE SUPPLIES - STREETS 2,868.64
MAINTENANCE SUPPLIES-TRAFFIC CON 2,223.84
OPERATING SUPPLIES 831.05
AUTOMOTIVE FUEL/OIL 6,656.87

PARKS DEPARTMENT

SALARIES - REGULAR 20,693.58
SALARIES - PART TIME 18,288.75
HOSPITAL INSURANCE 3,384.60
CLOTHING ALLOWANCE 100.00
MAINTENANCE SERVICE - EQUIPMENT 1,395.10
MAINTENANCE SERVICE - GROUNDS 10.00
MAINTENANCE SERVICE - OTHER 8,410.39
OTHER PROFESSIONAL SERVICES 84.32
TELEPHONE 961.77
PUBLISHING 77.88
UTILITIES 8,314.55
RENTALS 588.95

GENERAL FUND

01

MAINT/SUPPLIES EQUIPMENT	4,971.84
MAINT/SUPPLIES VEHICLES	125.74
MAINTENANCE SUPPLIES - GROUNDS	1,387.83
MAINTENANCE SUPPLIES - OTHER	551.00
OFFICE SUPPLIES	61.75
OPERATING SUPPLIES	1,118.60
SMALL TOOLS	15.98
JANITORIAL SUPPLIES	121.84
AUTOMOTIVE FUEL/OIL	3,321.52
EQUIPMENT	11,593.00

CEMETERY DEPARTMENT

SALARIES - REGULAR	11,795.86
SALARIES - PART TIME	8,595.00
SALARIES - OVERTIME	411.49
HOSPITAL INSURANCE	1,528.78
MAINTENANCE SERVICE - EQUIPMENT	918.93
TELEPHONE	149.64
OPERATING SUPPLIES	542.41

HEALTH & SANITATION

SALARIES - REGULAR	68,671.20
SALARIES - OVERTIME	7,472.53
HOSPITAL INSURANCE	8,556.77
MAINTENANCE SERVICE - VEHICLES	11,959.92
OTHER PROFESSIONAL SERVICES	9,813.00
TELEPHONE	622.39
LANDFILL FEES	41,815.26
FEES & PERMITS	970.20
MAINTENANCE SUPPLIES - VEHICLE	2,089.12
OPERATING SUPPLIES	1,143.30
AUTOMOTIVE FUEL/OIL	19,099.58

POLICE & FIRE COMM.

LEGAL DEPARTMENT

SALARIES - REGULAR	12,935.24
HOSPITAL INSURANCE	5.75
OTHER PROFESSIONAL SERVICES	152.75
PUBLICATIONS	338.99

HEALTH & HOUSING

SALARIES - REGULAR	39,779.50
SALARIES - PART TIME	11,278.50
HOSPITAL INSURANCE	5,850.00
MAINTENANCE SERVICE - VEHICLES	79.75
OTHER PROFESSIONAL SERVICES	2,068.00
POSTAGE	2,000.00
TELEPHONE	492.65
FEES & PERMITS	58.50
RENTAL	139.00
OFFICE SUPPLIES	140.00
AUTOMOTIVE FUEL/OIL	1,593.75

PLANNING & ECONOMIC DEVELOPMENT

SALARIES - REGULAR	16,119.80
HOSPITAL INSURANCE	2,329.49
OTHER PROFESSIONAL SERVICES	4,120.83

GENERAL FUND

01

TELEPHONE	52.02
PUBLISHING	88.50
PRINTING	70.00
TRAVEL EXPENSE	411.01
TRAINING	141.00
PUBLICATIONS	235.41
OFFICE SUPPLIES	35.72
OPERATING SUPPLIES	21.94

MAYOR

SALARIES - REGULAR	12,539.94
HOSPITAL INSURANCE	1,462.97
TELEPHONE	105.50
DUES	150.00
TRAVEL EXPENSE	318.88
OFFICE SUPPLIES	45.12
OPERATING SUPPLIES	185.00
AUTOMOTIVE FUEL/OIL	284.22

FINANCE

SALARIES - REGULAR	11,897.96
HOSPITAL INSURANCE	1,525.83

HUMAN RESOURCES/COMMUNITY DEV

SALARIES - REGULAR	10,459.08
HOSPITAL INSURANCE	886.16
OTHER PROFESSIONAL SERVICES	15,047.95
RENTALS	160.00

CLERKS

SALARIES - REGULAR	18,942.12
SALARIES - OVER TIME	108.54
HOSPITAL INSURANCE	2,601.92
OTHER PROFESSIONAL SERVICES	5,250.00
PRINTING	148.00
TRAVEL EXPENSE	40.00

TREASURER

SALARIES - REGULAR	8,154.64
HOSPITAL INSURANCE	1,949.11
OFFICE SUPPLIES	367.69

MAINTENANCE

SALARIES - REGULAR	32,409.08
SALARIES - OVER TIME	3,032.39
HOSPITAL INSURANCE	4,844.98
MAINTENANCE SERVICE - BUILDING	1,883.37
MAINTENANCE SERVICE - POLICE	46.50
MAINTENANCE SERVICE - FIRE	1,157.96
MAINTENANCE SERVICE - CEMETERY	297.55
MAINTENANCE SERVICE - WEST END	322.25
MAINTENANCE SERVICE - HOUSING	8.25
MAINTENANCE SERVICE - VEHICLES	65.70
TELEPHONE	141.04
RENTAL	13.00
JANITORIAL SUPPLIES	187.10
AUTOMOTIVE FUEL/OIL	619.74

GENERAL FUND

01

ENGINEERING

SALARIES - REGULAR	12,412.98
SALARIES - PART TIME	4,982.25
HOSPITAL INSURANCE	1,705.06
MAINTENANCE SERVICE - VEHICLE	210.77
ENGINEERING SERVICE	446.50
TELEPHONE	89.01
PUBLISHING	180.54
RENTALS	156.00
AUTOMOTIVE FUEL/OIL	<u>474.13</u>

\$ 2,138,801.06

TOTAL DISBURSEMENTS

\$ 2,138,801.06

OTHER FINANCING SOURCES & USES

DUE FROM OTHER FUNDS	\$ <u>172.54</u>
	\$ 172.54

TOTAL OTHER FIN. SOURCES & USES

\$ 172.54

CASH

CASH IN BANK	\$ 1,283,189.23
CASH IN BANK-CONTINENTAL MAGNA	0.00
CASH IN BANK-RICHLAND CREEK FLOO	26,115.19
CASH IN BANK-EPAY	6,877.15
CASH IN BANK-IKE GRANT/WAGNER	0.00
PETTY CASH	1,425.00
HISTORICAL PRESERVATION-SAVINGS	3,065.19
INVESTMENTS	<u>1,082,372.69</u>

\$ 2,403,044.45

CASH ON DEPOSIT, JUNE 30, 2014

\$ 2,403,044.45

SEWER OPERATION & MAINTENANCE 21

CASH

CASH IN BANK	\$ 779,591.95
CASH IN BANK - EPAY	134,777.72
PETTY CASH	454.43
INVESTMENTS	<u>2,505,001.62</u>
	\$ 3,419,825.72

CASH BALANCE, JUNE 1, 2014 \$ 3,419,825.72

RECEIPTS

REVENUE

SEWER CHARGES	\$ 578,059.90
SEWER LINE INSURANCE	10,865.62
GARBAGE CHARGES	2,030.18
LIEN FEES	240.00
INTEREST INCOME	788.48
MISCELLANEOUS INCOME	<u>5,165.22</u>
	\$ 597,149.40

TOTAL RECEIPTS \$ 597,149.40

TOTAL CASH AVAILABLE \$ 4,016,975.12

DISBURSEMENTS

EXPENSES

INTERFUND OPERATING TRANSFER \$ 216,751.44
SEWER COLLECTION

SALARIES - REGULAR	19,290.34
HOSPITAL INSURANCE	1,309.57
SOCIAL SECURITY	1,475.71
I.M.R.F.	2,908.43
DATA PROCESSING SERVICE	1,734.57
OTHER PROFESSIONAL SERVICES	1,495.46
POSTAGE	4,491.78
OFFICE SUPPLIES	52.55

SEWER LINES

SALARIES - REGULAR	28,963.62
SALARIES - OVERTIME	214.15
HOSPITAL INSURANCE	4,385.65
RETIREES HEALTH INSURANCE	44.35
SOCIAL SECURITY	2,232.10
I.M.R.F.	5,127.68
MAINTENANCE SERVICE - EQUIPMENT	1,703.28
MAINTENANCE SERVICE - VEHICLES	2,466.24
MAINTENANCE SERVICE - SYSTEM	15,864.07
MAINTENANCE SERVICE - SLRP	18,925.28
OTHER PROFESSIONAL SERVICES	100.00
TELEPHONE	72.49
MAINTENANCE SUPPLIES - OTHER	62.50
OPERATING SUPPLIES	1,227.01
SMALL TOOLS	855.24
AUTOMOTIVE FUEL/OIL	1,641.78
CHEMICAL SUPPLIES	3,557.12

SEWER OPERATION & MAINTENANCE 21

EQUIPMENT	651.11		
SEWER PLANT			
SALARIES - REGULAR	98,191.51		
SALARIES - OVERTIME	2,581.78		
PAGER PAY	1,688.66		
HOSPITAL INSURANCE	11,778.83		
RETIRES HEALTH INSURANCE	432.32-		
SOCIAL SECURITY	7,838.34		
I.M.R.F.	20,188.95		
MAINTENANCE SERVICE - BUILDING	285.41		
MAINTENANCE SERVICE - EQUIPMENT	14,164.14		
MAINTENANCE SERVICE - VEHICLES	909.28		
OTHER PROFESSIONAL SERVICE	840.00		
TELEPHONE	2,414.91		
PRINTING	140.00		
TRAVEL EXPENSE	794.25		
TRAINING	1,014.55		
PUBLICATIONS	15.00		
UTILITIES	51,569.96		
RENTAL	126.00		
MAINTENANCE SUPPLIES - EQUIP.	1,231.03		
MAINTENANCE SUPPLIES - GROUNDS	574.82		
MAINTENANCE SUPPLIES - OTHER	245.39		
OFFICE SUPPLIES	102.83		
OPERATING SUPPLIES	941.66		
JANITORIAL SUPPLIES	92.20		
AUTOMOTIVE FUEL/OIL	4,465.05		
CHEMICAL SUPPLIES	5,573.57		
EQUIPMENT	5,321.87		
	<u>\$ 570,261.19</u>		
<u>TOTAL DISBURSEMENTS</u>		\$	570,261.19
<u>OTHER FINANCING SOURCES & USES</u>			
ACCOUNTS RECEIVABLE	\$ 71,030.13-		
ACCT. REC. SEWER LINE INS	<u>29,683.76</u>		
	\$ 41,346.37-		
<u>TOTAL OTHER FIN. SOURCES & USES</u>		\$	41,346.37-
<u>CASH</u>			
CASH IN BANK	\$ 752,152.49		
CASH IN BANK - EPAY	147,025.78		
PETTY CASH	454.43		
INVESTMENTS	<u>2,505,734.86</u>		
	\$ 3,405,367.56		
<u>CASH ON DEPOSIT, JUNE 30, 2014</u>		\$	<u>3,405,367.56</u>

SYS DATE 071614
[GSCI]

CITY OF BELLEVILLE
STATEMENT OF CASH AND INVESTMENTS
AS OF THE MONTH & YEAR 06/14

SYS TIME 15:04

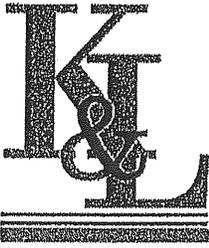
NAME OF FUND	CASH ON HAND	INVESTMENTS	FUNDS AVAILABLE
GENERAL FUND	\$1,317,606.57	\$1,085,437.88	\$2,403,044.45
PARKS PROJECT FUND	\$67,201.42	\$75,172.03	\$142,373.45
INSURANCE FUND	\$63,248.08	\$.00	\$63,248.08
LIBRARY	\$512,916.11	\$400,917.58	\$913,833.69
PAYROLL ACCOUNT	-\$796,635.65	\$.00	-\$796,635.65
PLAYGROUND AND RECREATION	\$344,165.82	\$706,468.11	\$1,050,633.93
TIF 1 (NW SQUARE)	\$11,010.18	\$.00	\$11,010.18
TIF 2 (NE SQUARE)	\$55,865.79	\$30,068.47	\$85,934.26
RETIREMENT FUND	\$156,437.58	\$.00	\$156,437.58
MOTOR FUEL TAX FUND	\$701,321.66	\$100,229.28	\$801,550.94
FOUNTAIN FUND	\$7,494.07	\$.00	\$7,494.07
TORT LIABILITY FUND	\$84,997.14	\$.00	\$84,997.14
WALNUT HILL FUTURE CARE FUN	\$6,310.56	\$227,945.30	\$234,255.86
SEWER OPERATION & MAINTENAN	\$899,632.70	\$2,505,734.86	\$3,405,367.56
SEWER REPAIR & REPLACEMENT	\$346,421.77	\$501,146.86	\$847,568.63
SEWER CONSTRUCTION FUND	\$2,077,664.32	\$2,906,329.71	\$4,983,994.03
SEWER BOND AND INTEREST FUN	\$827,955.85	\$1,002,293.93	\$1,830,249.78
SPECIAL SERVICE AREA	\$19,633.44	\$150,344.09	\$169,977.53
WORKING CASH FUND	\$2,352.72	\$370,848.76	\$373,201.48
LIBRARY - GIFT ENDOWMENT	\$5,027.59	\$25,057.35	\$30,084.94
TIF 3 (CITY OF BELLEVILLE)	\$2,273,481.22	\$2,532,364.19	\$4,805,845.41
TIF 4 (N CORNER OF N BELT/1	\$5,847.40	\$20,045.61	\$25,893.01
CAPITAL PROJECTS FUND	\$115.71	\$.00	\$115.71
BELLEVILLE ILLINOIS TOURISM	\$12,332.06	\$.65	\$12,332.71
TIF 8 (DOWNTOWN SOUTH)	\$31,615.01	\$10,373.54	\$41,988.55
TIF 9 (SOUTHWINDS ESTATE)	\$22,158.55	\$150,422.24	\$172,580.79
TIF 10 (LOWER RICHLAND CREE	\$467,862.18	\$501,146.86	\$969,009.04
TIF 11 (INDUSTRIAL JOB RECO	\$49,190.07	\$50,114.79	\$99,304.86
TIF 12 (SHERMAN STREET)	\$201,081.33	\$50,114.79	\$251,196.12
TIF 13 (DRAKE ROAD)	\$20,636.74	\$100,229.28	\$120,866.02
TIF 14 (ROUTE 15 EAST)	\$16,936.17	\$120,322.13	\$137,258.30
TIF 15 (CARLYLE GREENMOUNT)	\$3,534,362.51	\$.00	\$3,534,362.51
TIF 16 (ROUTE 15 WEST CORRI	\$10,345.05	\$.00	\$10,345.05

SYS DATE 071614
[GSCI]

CITY OF BELLEVILLE
STATEMENT OF CASH AND INVESTMENTS
AS OF THE MONTH & YEAR 06/14

SYS TIME 15:04

NAME OF FUND	CASH ON HAND	INVESTMENTS	FUNDS AVAILABLE
SPECIAL SERVICE AREA RESERV	\$2,948.38	\$110,252.28	\$113,200.66
SPECIAL SERVICE AREA BONDS, 2011 TIF BONDS I & S	\$21,979.94	\$100,229.14	\$122,209.08
2011 Bond Fund I & S	\$128,475.15	\$.00	\$128,475.15
POLICE TRUST	\$613,892.16	\$501,146.86	\$1,115,039.02
NARCOTICS	\$8,781.05	\$40,091.79	\$48,872.84
LOCAL LAW ENFORCEMENT BLOCK	\$67,817.61	\$50,114.79	\$117,932.40
TIF 17 (EAST MAIN STREET)	\$78,968.42	\$.00	\$78,968.42
TIF 18 (SCHEEL STREET)	\$39,175.58	\$10,099.61	\$49,275.19
TIF 19 (FRANK SCOTT PARKWAY	\$65,902.39	\$20,045.61	\$85,948.00
TIF 20 - RT. 15 / S. GREEN	\$2,517,488.00	\$.00	\$2,517,488.00
TIF 21 - BELLE VALLEY / PHA	\$2,432.58	\$10,046.41	\$12,478.99
Totals	<u>\$16,989,016.33</u>	<u>\$14,465,154.78</u>	<u>\$31,454,171.11</u>



Request For Change Order

K&L RFC Quote #
1233-002
BELLEVILLE-TERTIARY FILTER

KORTE & LUITJOHAN CONTR., INC.
12052 HIGHLAND RD.
HIGHLAND, IL 62249
Phone: (618) 654-9877
Fax: (618) 654-9778

CITY OF BELLEVILLE, IL
TO 101 SOUTH ILLINOIS ST.
BELLEVILLE, IL 62220

QUOTE DATE	VALID THRU	FOR	PAGE
5/14/2014	6/12/2014	Extend Overflow Pipe	1 of 2

Per Engineer and Schreiber direction, extend overflow/ vent piping approximately 5 ft per revised drawings provided by TWM.

Per the Owner Request, the following painting items are modified per this request:

Delete Epoxy Floor coating in the lower level of the tertiary filter building (Filter Room) and Delete Epoxy floor coating in pump Room. No other product placed, existing bare concrete surface to remain.

Add Acid etch and Apply one coat Seal-Krete Clear seal with Clear Grip additive to new garage building floor, including interior storage rooms.

Add Painting top of concrete wall in tank where existing concrete wall was removed, leaving rebar exposed from saw cutting.

QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED
1	K&L Labor and Equipment (Service Truck) for field crews	9,226.00	9,226.00*
0.15	K&L Overhead and Profit on Self Perform Labor	9,226.00	1,383.90*
1	Material: Additional Ductile Iron and Fiberglass Piping, Uni-flange, stainless steel bolt packs, pipe support, concrete infill material	10,254.00	10,254.00*
0.15	K&L Overhead and Profit on Materials	10,254.00	1,538.10*
1	Rental of Hoisting and Rigging Equipment	2,000.00	2,000.00*
0.15	K&L Mark up on Rental Equipment	2,000.00	300.00*
1	Subcontractor: Paint additional Ductile Iron Pipe (Overflow Extensions)	540.00	540.00*
1	Epoxy Paint top of concrete wall where existing wall was saw cut, leaving face of rebar exposed	190.00	190.00*
1	Acid Etch and seal coat new garage floor	3,500.00	3,500.00*
1	Delete epoxy floor coating in the filter and pump room of Tertiary filter building (lower level floors)	-9,752.00	-9,752.00*
1	Additional cost to provide payment and performance bond	287.00	287.00*

* means item is non-taxable

AGREEMENT FOR PROFESSIONAL SERVICES

TO City of Belleville
c/o Mr. Royce Carlisle
450 Environmental Drive
Belleville, IL 62220

DATE

July 2, 2014

PROJECT 29th Street Storm Sewer Study
PROJECT NO. 14-220
DEPARTMENT Design Engineering
PROJECT TYPE Stormwater

SECTION 1 DEFINITIONS AND PARTIES

This is an AGREEMENT between GONZALEZ COMPANIES, LLC, hereinafter referred to as the ENGINEER, and CITY OF BELLEVILLE hereinafter referred to as the CLIENT.

The CLIENT proposes to engage the ENGINEER to furnish certain professional services in connection with 29TH STREET STORM SEWER STUDY, which work is hereinafter referred to as the PROJECT.

SECTION 2 SCOPE OF SERVICES

Gonzalez Companies is pleased to present this proposal for professional services for the 29th Street Storm Sewer Study. CLIENT has reported two inlets located near the intersection of 29th Street and Big Oak Lane are not currently connected to an outlet. As a result, the roadway near the intersection frequently is under water after heavy rains. The inlets are located 20 feet west of the City of Belleville boundary and within St. Clair Township, but appear to have been originally connected to the City of Belleville combined sewer system in the area. CLIENT has asked for a proposal to perform conceptual investigation on the options for providing an outlet for these inlets, as well as exploring the potential for removing additional nearby inlets from the combined sewer system. We understand the scope of work based on a site visit and conversations with the CLIENT.

Based on this understanding, the PROJECT will include the following tasks:

- Site investigation to determine potential routing for storm sewers
- Limited topographic survey to obtain location and elevation of existing inlets and potential storm sewer outfalls
- Review of CLIENT provided system maps for nearby inlets to recommend for removal from the existing combined system. ENGINEER will coordinate with CLIENT on selection of inlets.

- Conceptual investigation of three potential options for providing an outfall for the storm sewer. Generally, these options are defined as and are identified in Exhibit A:
 - North along Big Oak Lane and outlet into an existing pond
 - Northwest along an existing driveway and outfall to creek on City park property
 - South crossing of the existing railroad tracks and outlet to ditch or swale
- Preliminary pipe sizing calculations for storm sewer outfalls
- Estimated flows (cfs) that could be removed from the City's combined sewer
- Identification of property ownership along each of the potential outfall routes
- Permit requirements for each potential outfall route
- Conceptual opinion of probable cost comparison
- Conceptual Design Exhibit to identify the proposed improvements for each option

The results of the investigation will be compiled into a Summary Conceptual Basis of Design Memorandum deliverable for CLIENT review. ENGINEER assumes one review meeting with CLIENT to discuss results of the conceptual investigation.

ASSUMPTIONS AND CLARIFICATIONS

- Property ownership information will be obtained from St. Clair County GIS mapping. Title searches and boundary surveys are not included in this scope of services.
- Purchase of GIS information from St. Clair County is not anticipated or included in this scope of services.
- Geotechnical or environmental investigations are not included in this scope of services
- Final design or permit submittal is not included in this scope of services

SECTION 3 TIME FOR PERFORMANCE

- The draft Conceptual Basis of Design Memorandum will be submitted to CLIENT for review in approximately 60 calendar days from NTP.
- The final Conceptual Basis of Design Memorandum will be submitted to CLIENT for review approximately 14 calendar days after receipt of CLIENT review comments.

SECTION 4 COMPENSATION

The ENGINEER agrees to perform the tasks 1 through 1 within SECTION 2 SCOPE OF SERVICES for a LUMP SUM fee of \$12,135 dollars (TWELVE THOUSAND ONE HUNDRED THIRTY FIVE AND 00/100 USD) unless scope changes occur. CLIENT will be billed based on a composite of percent complete with SECTION 2 SCOPE OF SERVICES. The ENGINEER may submit invoices as frequently as monthly.

The ENGINEER will use the address listed below for receiving payments and project mail correspondence from the CLIENT, respectively:

Gonzalez Companies, LLC
Attn: Accounting
1750 S Brentwood Blvd., Ste. 300

Gonzalez Companies, LLC
Attn: 29th Street Storm Sewer Study
525 W. Main St., Suite 125

St. Louis, MO 63144-1339

Belleville, IL 62220

The CLIENT will use the address listed below for receiving invoices from the ENGINEER.

City of Belleville
c/o Mr. Royce Carlisle
450 Environmental Drive
Belleville, IL 62220

SECTION 5 TERMS AND CONDITIONS

1. STANDARD OF PERFORMANCE

The standard of care for all professional engineering, consulting and related services performed or furnished by ENGINEER and its employees under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under the same or similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

2. INSURANCE

ENGINEER agrees to procure and maintain, at its expense, Workers' Compensation insurance as required by statute; Employer's Liability of \$250,000; Automobile Liability insurance of \$1,000,000 combined single limit for bodily injury and property damage covering all vehicles, including hired vehicles, owned and non-owned vehicles; Commercial General Liability insurance of \$500,000 per claim for protection against claims arising out of the performance of services under this Agreement caused by negligent acts, errors, or omissions for which ENGINEER is legally liable. Upon request, CLIENT/OWNER shall be made an additional insured on Commercial General and Automobile Liability insurance policies and certificates of insurance will be furnished to the CLIENT/OWNER. ENGINEER agrees to indemnify CLIENT/OWNER for the claims covered by ENGINEER's insurance.

3. OPINIONS OF PROBABLE COST (COST ESTIMATES)

Any opinions of probable project cost or probable construction cost provided by ENGINEER are made on the basis of information available to ENGINEER and on the basis of ENGINEER's experience and qualifications, and represents its judgment as an experienced and qualified professional. However, since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the contract(s)' methods of determining prices, or over competitive bidding or market conditions, ENGINEER does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost ENGINEER prepares.

4. CONSTRUCTION PROCEDURES

ENGINEER's observation or monitoring portions of the work performed under construction contracts shall not relieve the contractor from its responsibility for performing work in accordance with applicable contract documents. ENGINEER shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work and shall not manage, supervise, control or have charge of construction. ENGINEER shall not be responsible for the acts or omissions of the contractor or other parties on the project. ENGINEER shall be entitled to review all construction contract documents and to require that no provisions extend the duties or liabilities of ENGINEER beyond those set forth in this Agreement. CLIENT/OWNER agrees to include ENGINEER as an indemnified party in CLIENT/OWNER's construction contracts for the work, which shall protect ENGINEER to the same degree as CLIENT/OWNER. Further, CLIENT/OWNER agrees that ENGINEER shall be listed as an additional insured under the construction contractor's liability insurance policies.

5. CONTROLLING LAW

This Agreement is to be governed by the law of the state of Missouri or if agreed in writing with CLIENT/CLIENT/OWNER where ENGINEER'S services are performed.

6. SERVICES AND INFORMATION

CLIENT/OWNER will provide all criteria and information pertaining to CLIENT/OWNER's requirements for the project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations. CLIENT/OWNER will also provide copies of any CLIENT/OWNER-furnished Standard Details, Standard Specifications, or Standard Bidding Documents which are to be incorporated into the project. CLIENT/OWNER will furnish the services of soils/geotechnical engineers or other consultants that include reports and appropriate professional recommendations when such services are deemed necessary by ENGINEER. The CLIENT/OWNER agrees to bear full responsibility for the technical accuracy and content of CLIENT/OWNER-furnished documents and services.

In performing professional engineering, construction management, and related services hereunder, it is understood by CLIENT/OWNER that ENGINEER is not engaged in rendering any type of legal, insurance or accounting services, opinions or advice. Further, it is the CLIENT/OWNER's sole responsibility to obtain the advice of an attorney, insurance counselor or accountant to protect the CLIENT/OWNER's legal and financial interests. To that end, the CLIENT/OWNER agrees that CLIENT/OWNER or the CLIENT/OWNER's representative will examine all studies, reports, sketches, drawings, specifications, proposals and other documents, opinions or advice prepared or provided by ENGINEER, and will obtain the advice of an attorney, insurance counselor or other consultant as the CLIENT/OWNER deems necessary to protect the CLIENT/OWNER's interests before CLIENT/OWNER takes action or forebears to take action based upon or relying upon the services provided by ENGINEER.

7. SUCCESSORS AND ASSIGNS

CLIENT/OWNER and ENGINEER, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the covenants of this Agreement. Neither CLIENT/OWNER nor ENGINEER will assign, sublet, or transfer and interest in this Agreement or claims arising therefrom without the written consent of the other.

8. RE-USE OF DOCUMENTS

All documents, including all reports, drawings, specifications, computer software or other items prepared or furnished by ENGINEER pursuant to this Agreement, are instruments of service with respect to the project. ENGINEER retains ownership of all such documents. CLIENT/OWNER may retain copies of the documents for its information and reference in connection with the project; however, none of the documents are intended or represented to be suitable for reuse by CLIENT/OWNER or others on extensions of the project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at CLIENT/OWNER's sole risk and without liability or legal exposure to ENGINEER, and CLIENT/OWNER will define, indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses, including attorney's fees, arising or resulting therefrom. Any such verification or adaptation will entitle

ENGINEER to further compensation at rates to be agreed upon by CLIENT/OWNER and ENGINEER.

In connection with the services under the Agreement, ENGINEER agrees to comply with the applicable provisions of federal and state Equal Employment Opportunity, and other employment, statutes and regulations.

9. TERMINATION OF AGREEMENT

CLIENT/OWNER or ENGINEER may terminate the Agreement, in whole or in part, by giving no less than seven (7) business days written notice, if the other party substantially fails to fulfill its obligations under the Agreement through no fault of the terminating party. Where the method of payment is "lump sum," time & material, or cost reimbursement, the final invoice will include all services and expenses associated with the project up to the effective date of termination plus a fifteen percent fee mark-up for the final invoice amount. An equitable adjustment shall also be made to provide for termination settlement costs ENGINEER incurs as a result of commitments that had become agreed upon before termination, and for a reasonable profit for services performed.

10. SEVERABILITY

If any provision of this agreement is held invalid or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term or condition shall not be construed by the other party as a waiver of any subsequent breach of the same provision, term or condition.

11. INVOICES

ENGINEER will submit invoices for services rendered and CLIENT/OWNER will make prompt payments in response to ENGINEER's invoices. ENGINEER will retain receipts for reimbursable expenses in general accordance with rules pertaining to the support of expenditures for income tax purposes. Receipts will be available for inspection by CLIENT/OWNER's auditors upon request.

If CLIENT/OWNER disputes any items in ENGINEER's invoice for any reason, including the lack of supporting documentation, CLIENT/OWNER may temporarily delete the disputed item and pay the remaining amount of the invoice. CLIENT/OWNER will promptly notify ENGINEER of the dispute and request clarification and/or correction. After any dispute has been settled, ENGINEER will include the disputed item on a subsequent, regularly scheduled invoice, or on a special invoice for the disputed item only.

CLIENT/OWNER recognizes that late payment of invoices results in extra expenses for ENGINEER; ENGINEER retains the right to assess CLIENT/OWNER interest at the rate of one percent (1%) per month, but not to exceed the maximum rate allowed by law, on invoices which are not paid within thirty (30) calendar days from the date of the invoice. In the event undisputed portions of ENGINEER's invoices are not paid when due, ENGINEER also reserves the right, after seven (7) business days prior written notice, to suspend the performance of its services under this Task Order until all past due amounts have been paid in full.

12. CHANGES

The parties agree that no change or modification to the Agreement, or Task Order, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of the Task Order. The execution of the change shall be authorized and signed in the same manner as this Agreement. Adjustments in the period of services and in compensation shall be in accordance with applicable paragraphs and sections of the Task Order. Any proposed fees by ENGINEER are estimates to perform the services required to complete the project as ENGINEER understands it to be defined. For those projects involving conceptual or process development services, activities often are not fully definable in the time of performance and compensation scope and adjustments to the time of performance and compensation can be made as required. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required for performance of the services, and equitable adjustment shall be made, and the Task Order modified accordingly.

13. CONTROLLING AGREEMENT

These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice-to-proceed, or like document or Task Order.

14. EQUAL EMPLOYMENT AND NONDISCRIMINATION

15. HAZARDOUS MATERIALS

CLIENT/OWNER represents to ENGINEER that, to the best of its knowledge, no hazardous materials are present at the project site. However, in the event hazardous materials are known to be present, CLIENT/OWNER represents that to the best of its knowledge it has disclosed to ENGINEER the existence of all such hazardous materials, including but not limited to asbestos, PCB's, petroleum, hazardous waste, or radioactive material located at or near the project site, including type, quantity and location of such hazardous materials. It is acknowledged by both parties that ENGINEER's scope of services do not include services related in any way to encounters undisclosed hazardous materials. ENGINEER shall have the obligation to notify CLIENT/OWNER and, to the extent required by law or regulation, the appropriate governmental officials, and ENGINEER may, at its option and without liability for delay, consequential or any other damages to CLIENT/OWNER, suspend performance of services on that portion of the project affected by hazardous materials until CLIENT/OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the hazardous materials; and (ii) warrants that the project site is in full compliance with all applicable laws and regulations.

CLIENT/OWNER acknowledges that ENGINEER is performing professional services for CLIENT/OWNER and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous materials, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the project site in connection with ENGINEER's services under this Task Order. If ENGINEER's services hereunder cannot be performed because of the existence of hazardous materials, ENGINEER shall be entitled to terminate this Task Order for cause on 30 calendar days written notice. To the fullest extent permitted by law, CLIENT/OWNER shall indemnify and hold harmless ENGINEER, its officers, directors, partners, employees, and subconsultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from hazardous materials, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property (other than completed Work), including the loss of use resulting there from, and (ii) nothing in this paragraph shall obligate CLIENT/OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's sole negligence or willful misconduct.

16. EXECUTION

This Agreement and subsequent changes, including the exhibits and schedules made part hereof, constitute the entire agreement between ENGINEER and CLIENT/OWNER, supercedes and controls over all prior written or oral understandings. This agreement may be amended, supplemented or modified only by a written instrument duly executed by the parties.

17. LIMITATION OF LIABILITY

ENGINEER's and its employees' total liability to CLIENT/OWNER for any loss or damage, including but not limited to special and consequential damages arising out of or in connection with the performance of services or any other cause, including ENGINEER's and its employees' professional negligent acts, errors, or omissions, shall not exceed the lesser of \$5,000 or the total compensation received by ENGINEER hereunder, and CLIENT/OWNER hereby releases and holds harmless ENGINEER and its employees from any liability above such amount.

18. LITIGATION SUPPORT

In the event ENGINEER is required to respond to a subpoena, government inquiry or other legal process related to the services in connection with a legal or dispute resolution proceeding to which ENGINEER is not a party, CLIENT/OWNER shall reimburse ENGINEER for reasonable costs in responding and compensate ENGINEER at its then standard rates for reasonable time incurred in

- gathering information and documents and attending depositions, hearings, and trial.
- 19. **UTILITY LOCATION**
If undergro und sampling/testing is to be performed, a utility locating service shall be contracted to make arrangements for all utilities to determine the location of underground utilities. In addition, CLIENT/OWNER shall notify ENGINEER of the presence and location of any underground utilities located on the CLIENT/OWNER's property which are not the responsibility of other private/public utilities. ENGINEER shall take reasonable precautions to avoid damaging underground utilities that are properly marked. The CLIENT/OWNER agrees to waive any claim against ENGINEER and will indemnify and hold ENGINEER harmless from any claim of liability, injury or loss caused by or allegedly caused by ENGINEER's damaging of underground utilities that are not properly marked or are not called to ENGINEER's attention prior to beginning the underground sampling/testing.
- 20. **ESCALATION**
Annual rate escalation of 6% effective January 1, 2014.
- 21. **PREPAYMENT**
Upon acceptance of this Agreement by the CLIENT/OWNER, a payment of 6% of the total fee may be required to initialize the project. This amount will be outlined in Section 4 Compensation of the Letter Agreement if necessary otherwise no prepayment will be required.
- 22. **JOB CANCELLATION FOR CONVENIENCE FEE**
Because of potentially significant revenues from other projects forgone by the ENGINEER to take this project, if the project is cancelled by the CLIENT/OWNER, a cancellation fee of 10% will be immediately due and payable for project's current billings, work-in-progress, and reimbursable expenses.
- 23. **PROJECT RESTART FEE**
Because of substantial cost incurred by the ENGINEER to stop and restart a project once it is underway, should this project's progress be halted at any time for thirty (30) or more calendar days by the CLIENT/OWNER, for any reason, a project restart fee of 10% of the total fee earned to date will be due and payable immediately.
- 24. **LATE PENALTY SCHEDULE**
All invoices not paid promptly will be subject to the following late payment penalty: 30 to 59 calendar days overdue, \$500; 60 to 89 calendar days overdue, \$750; 90 to 120 calendar days overdue, \$1000; in addition to the interest charges as outlined in term and condition 11.
- 25. **LIMITATION OF DESIGN ALTERNATIVES**
The ENGINEER will limit the number of design alternatives provided under this contract to three, upon which time the design will be considered complete.
- 26. **GRAPHICS CONTROL**
Because of its standing as a professional design firm, the ENGINEER has complete control over graphic content and presentation of all studies, reports, and all other documents produced under this agreement.
- 27. **HIGHER FEES PAID FOR CHANGES**
Any changes requested by the CLIENT/OWNER to the scope of services provided under this agreement after 25% completion will be billed at 1.15 times billing rates.

SECTION 6 ACCEPTANCE

The parties hereto agree as set forth in the preceeding pages numbered 1 - 5 inclusive. This proposal is valid for thirty (30) calendar days. If this AGREEMENT meets your approval, please sign where noted below and return one (1) copy to our offices. We will treat this as notice to proceed unless instructed otherwise.

This AGREEMENT effective this 2 day of JULY, 2014.

GONZALEZ COMPANIES, LLC

Anthony A. Gonzalez-Angel

Senior Managing Partner

date

CITY OF BELLEVILLE

authorized client representative

print name

print title

date

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Phase 1 – East Creek Watershed Combined Sewer Separation

- A. East Creek Watershed Combined Sewer Separation
- B. Storm Sewer and Detention Pond at B-Street Pump Station
- C. Charles Street Sewer Main Replacement

Phase 2 – LaSalle Street Sewer Main Replacement

Phase 3 – CIPP Sanitary Sewer Lining, Sewer Point Repairs, and Manhole Rehabilitation

- A. CIPP Sewer Lining
- B. Priority 1 and 2 Manhole Repairs and Point Repairs

PHASE 1 EAST CREEK WATERSHED COMBINED SEWER SEPARATION

Phase 1 combines three of the eight First Priority recommendations detailed in the East Creek Study. Concurrent design and construction of these recommended improvements would save the City of Belleville from performing three separate construction projects in the same area and would minimize disruption to the nearby residents. The three phases can be described as follows and are identified on EXHIBIT A:

Phase 1A Description: East Creek Watershed Combined Sewer Separation

This phase involves the separation of combined sewers located in an area bounded by N Church Street, Orbon Place, Koerner Street, and White Street. Additional streets within this separation area include Arthur Street, Hecker Street, Scheel Street, LaSalle Street, and N Charles Street. Existing combined sewer is proposed to be converted to sanitary sewer. Approximately 7,100 ft of new storm sewer (12-in to 48-in diameter) is proposed. The proposed storm sewer will discharge to a proposed detention pond south of Orbon Place to be constructed on property owned by the City of Belleville. The proposed East Creek Watershed SSO Relief Tank, designed and constructed by others, will also be located on this property.

Phase 1B Description: Storm Sewer and Detention Pond at B-Street Pump Station

The B-Street storm water pump station receives runoff from a 48-in storm sewer. The storm sewer surcharges during heavy rain events. A parallel pipe from Jefferson School to the B-Street station (approximately 1,250 ft) is proposed to reduce the surcharging potential. In addition, to provide relief to the existing pump station and downstream areas during peak storms, the project includes a proposed detention pond on City of Belleville owned property near the pump station. This proposed detention pond is directly downstream and will receive discharge from the sewer separation project described above. Therefore, it is recommended to be constructed at the same time as the sewer separation (Phase 1A) to minimize disruption to the surrounding area.

Phase 1C Description: Charles Street Sewer Main Replacement

Portions of the existing combined sewer on Charles Street between Delaware Street and Bristol Street have flat or adverse slope. These flat or adverse slope sections of pipe (approximately 600

feet) are proposed to be removed and replaced to meet IEPA slope criteria. Since the Charles Street Sewer Main Replacement is located within the footprint of the East Creek Watershed Combined Sewer Separation, it is recommended that both projects be designed and constructed concurrently to minimize disruption to the surrounding area.

The following scope of services is proposed for the PHASE 1 described above:

TASK 1.1 SURVEY

ENGINEER will perform a site survey in sufficient detail to prepare construction documents. ENGINEER will establish horizontal control points and vertical benchmarks within the project site. The survey shall follow the proposed pipe routing. Survey for the sewers within the neighborhood shall extend from the street centerline 10-ft past the edge of right-of-way. The survey of the route through undeveloped areas shall extend 30 feet on each side of the proposed centerline. The survey on the detention parcels will be collected at minimum 50-ft intervals and shall extend at least 50-ft beyond the property line. Features include edge of pavement, edge of gravel, culverts, pipes, boxes, structures, drives, fences, and utilities, trees and landscaping will be located in the improved areas.

The need to investigate easements is anticipated for the Phase 1B storm sewer improvements. ENGINEER will obtain up to ten (10) informational title reports in this AGREEMENT. ENGINEER will obtain reports from a local title company. ENGINEER will review reports to confirm ownership and vesting documents. ENGINEER will incorporate property information from title reports, including easements into project drawings. Informational title reports do not include title insurance.

ENGINEER will prepare up to ten (10) easement acquisition exhibits. Individual exhibits will be provided on 8-1/2" x 11" paper and formatted in accordance with Illinois state statutes for proper recording at the St. Clair County recorder's office. Exhibits will be drawn to scale. ENGINEER will provide a separate detailed legal description for any easement (temporary construction or permanent utility) that will be required to match prepared individual easement exhibits. A copy of each legal description will be provided in hard copy signed and sealed by an Illinois-registered professional land surveyor (PLS), PDF and electronic format (Microsoft Word).

TASK 1.2 GEOTECHNICAL INVESTIGATION

ENGINEER will explore the subsurface conditions for the PROJECT area at select locations and develop general design and construction recommendations for the earth-related phases of the project. ENGINEER will perform a total of up to ten (10) geotechnical borings over the project area including in the area of the proposed detention areas and along the proposed pipe corridors.

Results of the investigation and laboratory testing will be analyzed and compiled into a report, which will also include a geological overview of the PROJECT area, explanation of the site conditions, project area topography map, and boring location scheme, subsurface conditions, foundation considerations, and construction considerations.

TASK 1.3 DESIGN

ENGINEER will develop design documents for implementation of the proposed recommendations in PHASE 1. The location of the proposed improvements is provided in EXHIBIT A. ENGINEER will develop an engineering design report to be used for the purpose of permitting through Illinois Environmental Protection Agency (IEPA). Design parameters from the engineering design report will be used to develop plan drawings and specifications that will be used for the purpose of bidding and construction.

ENGINEER will organize and conduct a design kick-off meeting to discuss the proposed design approach and schedule and solicit feedback from CLIENT. The results of this meeting will provide ENGINEER with guidance to develop the engineering design report, and the concepts for 30% draft submittal.

ENGINEER will prepare, for review and approval by CLIENT, 30%, 60%, 90%, and Final Design Submittals consisting of Drawings and Specifications setting forth in increasing detail the Construction Work required. The Contract Documents will detail the civil design to identify, quantify, locate and describe the Construction Work required. CLIENT's representative will provide written confirmation at each draft submittal that, in their opinion, the project is consistent with scope of work as described herein this AGREEMENT.

ENGINEER will provide two (2) copies of Submittal Documents at the 30%, 60%, 90% and Final Design levels for review by CLIENT. Generally, the design levels will be inclusive of the following items:

30% DESIGN

- ENGINEER will establish the preliminary storm and sanitary sewer network and footprint of the stormwater detention areas.
- ENGINEER will perform preliminary Hydrologic and Hydraulic (H&H) calculations to delineate contributing drainage areas and determine preliminary pipe sizing and detention area volumes.
- ENGINEER will prepare 30% design plans for CLIENT review. The anticipated sheets will include:
 - Cover Sheet (1)
 - Key Map (1)
 - Survey Control (1)
 - Plan Sheets (28)
- ENGINEER will prepare a 30% basis of design memorandum detailing:
 - Project overview
 - Field work and data collection
 - Design and calculation methodology
 - Permit requirements
 - Utility coordination
 - Preliminary H&H design calculations

- ENGINEER will submit a copy of the 30% design plans to applicable utility companies within the project area for review against existing utilities
- ENGINEER will organize and conduct a 30% review meeting with CLIENT including a site walkthrough

60% DESIGN

- ENGINEER will incorporate comments from the 30% Design
- ENGINEER will update H&H calculations to finalize pipe sizes and the hydraulic grade line through the system, confirm inlet sizing, and finalize detention area and control structure sizing.
- ENGINEER will prepare 60% design plans for CLIENT review. The anticipated sheets will include:
 - Cover Sheet (1)
 - Legend & General Notes (1)
 - Key Map (1)
 - Survey Control (1)
 - Erosion Control Plan (1)
 - Plan Sheets (28)
 - Detail Sheets (2)
- ENGINEER will prepare 60% Technical Specifications
- ENGINEER will prepare 60% Opinion of Probable Construction Cost
- ENGINEER will prepare an 60% addendum to the basis of design memo
- ENGINEER will organize an on-site meeting with applicable utility companies to review the plans and solicit feedback
- ENGINEER will organize and conduct a 60% review meeting with CLIENT

90% DESIGN

- ENGINEER will incorporate comments from the 60% Design
- ENGINEER will prepare 90% design plans for CLIENT review. The anticipated sheets will include:
 - Cover Sheet (1)
 - Legend & General Notes (1)
 - Key Map (1)
 - Survey Control (1)
 - Erosion Control Plan (1)
 - Plan Sheets (28)
 - Curb Ramp Details (6)
 - Detail Sheets (4)
- ENGINEER will prepare 90% Front End Specifications
- ENGINEER will prepare 90% General Specifications
- ENGINEER will prepare 90% Technical Specifications
- ENGINEER will prepare an updated 90% Opinion of Probable Construction Cost
- ENGINEER will prepare 90% Final Design Report

- ENGINEER will organize and conduct a 90% review meeting with CLIENT

FINAL DESIGN

- ENGINEER will revise plan drawings and project specifications based on 90% Design comments from CLIENT.
- Plan drawings and specifications will be suitable for permit submittal and bidding.
- ENGINEER's estimate of construction cost will be updated for CLIENT's use.
- As part of the final design, the ENGINEER will provide funding application assistance, up to a maximum of 40 hours, to assist the CLIENT in preparing loan and or grant applications.

TASK 1.4 PERMIT ASSISTANCE

ENGINEER will prepare an IEPA Application for Construction Permit – Sewer Extension with supporting documentation on behalf of CLIENT for the construction of the East Creek Combined Sewer Separation portion of the PROJECT, including technical documentation as prepared in TASK 3. CLIENT will provide signature approval on the permit application for ENGINEER to submit to the regulating agency. ENGINEER will provide responses to questions and comments from the regulating agency.

TASK 1.5 BIDDING ASSISTANCE

ENGINEER will assist CLIENT in soliciting bids from Contractors to perform the proposed work. ENGINEER will:

- Assist CLIENT in preparing an advertisement to bid.
- Provide prospective bidders the opportunity to purchase bid plans and project manuals.
- Organize and conduct a pre-bid meeting
- Respond to Contractors' bid questions.
- Assist CLIENT at bid openings for the bid package, and prepare the project bid tabulation.
- Review the submitted lowest bids for conformance to project specifications, and provide the engineer's letter of recommendation to award the contract to the lowest qualified bidder.

PHASE 2 LASALLE STREET SEWER MAIN REPLACEMENT

This phase is one of the eight First Priority recommendations detailed in the East Creek Study. Portions of the existing sanitary sewer on LaSalle Street between North Belt East and Schilling Avenue have flat or adverse slope. These flat or adverse slope sections of pipe (approximately 540 feet) are proposed to be removed and replaced to meet IEPA slope criteria.

TASK 2.1 SURVEY

ENGINEER will perform a site survey in sufficient detail to prepare construction documents. ENGINEER will establish horizontal control points and vertical benchmarks within the project site. The survey shall follow the proposed pipe routing. Survey for the sewers within the neighborhood shall extend from the street centerline 10-ft past the edge of right-of-way. The survey of the route through undeveloped areas shall extend 30 feet on each side of the proposed centerline. Features include edge of pavement, edge of gravel, culverts, pipes, boxes, structures, drives, fences, and utilities, trees and landscaping will be located in the improved areas.

TASK 2.2 GEOTECHNICAL INVESTIGATION

ENGINEER will explore the subsurface conditions for the PROJECT area at select locations and develop general design and construction recommendations for the earth-related phases of the project. ENGINEER will perform a total of up to two (2) geotechnical borings over the project area including in the area of the proposed detention areas and along the proposed pipe corridors.

Results of the investigation and laboratory testing will be analyzed and compiled into a report, which will also include a geological overview of the PROJECT area, explanation of the site conditions, project area topography map, and boring location scheme, subsurface conditions, foundation considerations, and construction considerations.

TASK 2.3 DESIGN

ENGINEER will develop design documents for implementation of the proposed recommendations in PHASE 2. The location of the proposed improvements is provided in EXHIBIT B.

ENGINEER will organize and conduct a design kick-off meeting to discuss the proposed design approach and schedule and solicit feedback from CLIENT. The results of this meeting will provide ENGINEER with guidance to develop the design for 30% draft submittal.

ENGINEER will prepare, for review and approval by CLIENT, 30%, 90%, and Final Design Submittals consisting of Drawings and Specifications setting forth in increasing detail the Construction Work required. The Contract Documents will detail the civil design to identify, quantify, locate and describe the Construction Work required. CLIENT's representative will provide written confirmation at each draft submittal that, in their opinion, the project is consistent with scope of work as described herein this AGREEMENT.

ENGINEER will provide two (2) copies of Submittal Documents at the 30%, 90% and Final Design levels for review by CLIENT.

30% DESIGN

- ENGINEER will prepare 30% design plans for CLIENT review. The anticipated sheets will include:
 - Cover Sheet (1)
 - Plan Sheets (2)
- ENGINEER will submit a copy of the 30% design plans to applicable utility companies within the project area
- ENGINEER will organize and conduct a 30% review meeting with CLIENT including a site walkthrough

90% DESIGN

- ENGINEER will incorporate comments from the 30% Design
- ENGINEER will prepare 90% design plans for CLIENT review. The anticipated sheets will include:
 - Cover Sheet (1)
 - Plan and Profile Sheets (2)
 - Detail Sheets (1)
- ENGINEER will prepare 90% Front End Specifications
- ENGINEER will prepare 90% General Specifications
- ENGINEER will prepare 90% Technical Specifications
- ENGINEER will prepare 90% Opinion of Probable Construction Cost
- ENGINEER will organize and conduct a 90% review meeting with CLIENT

FINAL DELIVERABLE

- ENGINEER will revise plan drawings and project specifications based on comments from CLIENT.
- Plan drawings and specifications will be suitable for permit submittal and bidding.
- ENGINEER's estimate of construction cost will be updated for CLIENT's use.
- As part of the final design, the ENGINEER will provide funding application assistance, up to a maximum of 40 hours, to assist the CLIENT in preparing loan and or grant applications.

TASK 2.4 PERMIT ASSISTANCE

ENGINEER will prepare an Illinois Department of Transportation (IDOT) Right-of-Way permit for work within Sherman Street (IL Route 161) with supporting documentation on behalf of CLIENT for the construction of the LaSalle Street portion of the PROJECT, including technical documentation as prepared in TASK 3. CLIENT will provide signature approval on the permit

application for ENGINEER to submit to the regulating agency. ENGINEER will provide responses to questions and comments from the regulating agency.

TASK 2.5 BIDDING ASSISTANCE

ENGINEER will assist CLIENT in soliciting bids from Contractors to perform the proposed work. ENGINEER will:

- Assist CLIENT in preparing an advertisement to bid.
- Provide prospective bidders the opportunity to purchase bid plans and project manuals.
- Organize and conduct a pre-bid meeting
- Respond to Contractors' bid questions.
- Assist CLIENT at bid openings for the bid package, and prepare the project bid tabulation.
- Review the submitted lowest bids for conformance to project specifications, and provide the engineer's letter of recommendation to award the contract to the lowest qualified bidder.

PHASE 3 CIPP SANITARY SEWER LINING, SEWER POINT REPAIRS, AND MANHOLE REHABILITATION

This phase covers two of the eight First Priority recommendations detailed in the East Creek Study and is shown on EXHIBIT C.

Phase 3A Description: CIPP Sewer Lining

Priority 1 sewer line rehabilitation with Cast-in-Place pipe is proposed for over 11,000 LF of 8-24" diameter pipe. The rehabilitation also includes the reinstatement of approximately 413 service laterals. Service laterals are not proposed to be lined.

Phase 3B Description: Priority 1 and 2 Manhole Repairs and Point Repairs

Priority 1 manhole repairs are proposed at 30 locations, while priority 2 manhole repairs are proposed at 41 locations. Also, point repairs are proposed for two pipes in the system.

TASK 3.1 – DATA REVIEW

GONZALEZ COMPANIES will review the preliminary designs, previous engineering reports, CCTV investigations and reports, manhole investigations and base maps provided by CLIENT to identify and verify the sewer and manhole rehabilitation projects.

CLIENT will provide comprehensive ArcGIS files of system as available, including sewers, force mains, land use, parcels, roads, structures, diversions, discharges, overflows, outfalls, pump stations, etc. For consistency with the CLIENT's data records, attributes in the provided files, structure identification numbers, will be utilized to label the features.

TASK 3.2 – DESIGN

ENGINEER will develop design documents for implementation of the proposed recommendations in PHASE 3. The location of the proposed improvements is provided in EXHIBIT C.

ENGINEER will organize and conduct a design kick-off meeting to discuss the proposed design approach and schedule and solicit feedback from CLIENT. The results of this meeting will provide ENGINEER with guidance to develop the design for 30% draft submittal.

ENGINEER will prepare, for review and approval by CLIENT, 30%, 90%, and Final Design Submittals consisting of Drawings and Specifications setting forth in increasing detail the Construction Work required. The Contract Documents will detail the civil design to identify, quantify, locate and describe the Construction Work required. CLIENT's representative will provide written confirmation at each draft submittal that, in their opinion, the project is consistent with scope of work as described herein this AGREEMENT.

ENGINEER will provide two (2) copies of Submittal Documents at the 30%, 90% and Final Design levels for review by CLIENT.

30% DESIGN

- ENGINEER will prepare 30% design plans for CLIENT review. The anticipated sheets will include:
 - Cover Sheet
 - GIS exhibits (plan view only) and rehabilitation spreadsheets for the proposed work to clearly identify the location of sewer main rehabilitation and manhole rehabilitation.
 - A service connection rehabilitation spreadsheet will be developed for the estimated 413 active connections proposed to be repaired.
- ENGINEER will organize and conduct a 30% review meeting with CLIENT including a site walkthrough

90% DESIGN

- ENGINEER will incorporate comments from the 30% Design
- ENGINEER will prepare 90% design plans for CLIENT review. The anticipated sheets will include:
 - Cover Sheet
 - GIS exhibits (plan view only) and rehabilitation spreadsheets for the proposed work to clearly identify the location of sewer main rehabilitation and manhole rehabilitation.
 - A service connection rehabilitation spreadsheet will be developed for the estimated 413 active connections proposed to be repaired.
 - Standard construction details will be provided for the proposed work to be performed on the manholes and pipes.
- ENGINEER will prepare 90% Front End Specifications
- ENGINEER will prepare 90% General Specifications

- ENGINEER will prepare 90% Technical Specifications
- ENGINEER will prepare an updated 90% Opinion of Probable Construction Cost
- ENGINEER will organize and conduct a 90% review meeting with CLIENT

FINAL DELIVERABLE

- ENGINEER will revise plan drawings and project specifications based on comments from CLIENT. Plan drawings and specifications will be suitable for permit submittal and bidding. ENGINEER's estimate of construction cost will be updated for CLIENT's use.
- As part of the final design, the ENGINEER will provide funding application assistance, up to a maximum of 40 hours, to assist the CLIENT in preparing loan and or grant applications.

TASK 3.3 PERMIT ASSISTANCE

ENGINEER will prepare an Illinois Department of Transportation (IDOT) Right-of-Way permit for work within Sherman Street (IL Route 161) with supporting documentation on behalf of CLIENT, including technical documentation as prepared in TASK 2. CLIENT will provide signature approval on the permit application for ENGINEER to submit to the regulating agency. ENGINEER will provide responses to questions and comments from the regulating agency.

TASK 3.4 BIDDING ASSISTANCE

ENGINEER will assist CLIENT in soliciting bids from Contractors to perform the proposed work. ENGINEER will:

- Assist CLIENT in preparing an advertisement to bid.
- Provide prospective bidders the opportunity to purchase bid plans and project manuals.
- Organize and conduct a pre-bid meeting
- Respond to Contractors' bid questions.
- Assist CLIENT at bid openings for the bid package, and prepare the project bid tabulation.
- Review the submitted lowest bids for conformance to project specifications, and provide the engineer's letter of recommendation to award the contract to the lowest qualified bidder.

ASSUMPTIONS AND CLARIFICATIONS

This proposal is based on the following assumptions and clarifications.

1. CLIENT will provide a written notice to proceed for each of the three phases identified in the SECTION 2 SCOPE OF SERVICES.
2. This scope of work does not include environmental, wetlands, endangered species, or archaeological surveys.
3. This scope of work assumes a maximum of 120 hours to be spent on loan applications, funding assistance programs, and supporting documentation.
4. This scope of work does not include the preparation of construction plan and specifications or supporting documentation to meet specific requirements for any State, Federal, or other grant or loan programs that may be secured for this project. If outside funding is secured for this project, required documentation can be prepared on a TIME and MATERIAL fee basis and only after written approval is received from CLIENT.
5. Subsurface utility investigation or subsurface utility engineering (SUE) is not included in this scope of work. It is assumed that any investigative test holes for existing utilities that may assist in the preparation of the design documents will be performed or contracted by CLIENT separate of this agreement.
6. This proposal does not include assistance for the negotiation or acquisition of property or easements.
7. CLIENT shall be responsible for payment of all applicable permit application fees.
8. ENGINEER assumes that CLIENT will be involved during the course of the project including, but not limited to the following, activities:
 - a. Provide ENGINEER with available record information related to the PROJECT.
 - b. Attend design review meetings, along with other meetings and site visits as required.
 - c. Provide timely approval of deliverables from ENGINEER.
 - d. Plan, coordinate, and facilitate public meetings as required.
 - e. Attend pre-bid meeting, review addenda, and open bids.
 - f. Review the bid evaluation and recommendation of award provided by ENGINEER.
 - g. Attend monthly construction meetings, along with other meetings and site visits as required.
 - h. Provide final approval of pay requests after initial review by the ENGINEER.
 - i. Construction staking is not included in this proposal, and will be specified as the Contractor's responsibility.

SECTION 3 TIME FOR PERFORMANCE

ENGINEER will complete the Design and Permitting SCOPE OF SERVICES detailed in SECTION 2 of this proposal within 19 months of receiving a notice to proceed.

SECTION 4 COMPENSATION

The ENGINEER agrees to perform the tasks within SECTION 2 SCOPE OF SERVICES for the LUMP SUM fees for each PHASE detailed below of unless scope changes occur. CLIENT will be billed based on a composite of percent complete with SECTION 2 SCOPE OF SERVICES for each PHASE. The ENGINEER may submit invoices as frequently as monthly.

ID	DESCRIPTION	LUMP SUM FEE
PHASE 1	EAST CREEK SEPARATION	\$427,441
PHASE 2	LASALLE ST	\$29,191
PHASE 3	PIPE & MH REHABILITATION	\$77,104
TOTAL:		\$533,736

The ENGINEER will use the address listed below for receiving payments and project mail correspondence from the CLIENT, respectively:

Gonzalez Companies, LLC
Attn: Accounting
1750 S Brentwood Blvd., Ste. 300
St. Louis, MO 63144-1339

Gonzalez Companies, LLC
Attn: East Creek I/I Improvements
525 W. Main St., Suite 125
Belleville, IL 62220

The CLIENT will use the address listed below for receiving invoices from the ENGINEER.

CITY OF BELLEVILLE
ATTN: MR. E. ROYCE CARLISLE
450 ENVIRONMENTAL DRIVE
BELLEVILLE, IL 62220

SECTION 5 TERMS AND CONDITIONS

1. STANDARD OF PERFORMANCE

The standard of care for all professional engineering, consulting and related services performed or furnished by ENGINEER and its employees under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under the same or similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

2. INSURANCE

ENGINEER agrees to procure and maintain, at its expense, Workers' Compensation insurance as required by statute; Employer's Liability of \$250,000; Automobile Liability insurance of \$1,000,000 combined single limit for bodily injury and property damage covering all vehicles, including hired vehicles, owned and non-owned vehicles; Commercial General Liability insurance of \$500,000 per claim for protection against claims arising out of the performance of services under this Agreement caused by negligent acts, errors, or omissions for which ENGINEER is legally liable. Upon request, ~~CLIENT/OWNER shall be made an additional insured on Commercial General and Automobile Liability insurance policies and certificates of insurance will be furnished to the CLIENT/OWNER.~~ ENGINEER agrees to indemnify CLIENT/OWNER for the claims covered by ENGINEER's insurance.

3. OPINIONS OF PROBABLE COST (COST ESTIMATES)

Any opinions of probable project cost or probable construction cost provided by ENGINEER are made on the basis of information available to ENGINEER and on the basis of ENGINEER's experience and qualifications, and represents its judgment as an experienced and qualified professional. However, since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the contract(s) methods of determining prices, or over competitive bidding or market conditions, ENGINEER does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost ENGINEER prepares.

4. CONSTRUCTION PROCEDURES

ENGINEER's observation or monitoring portions of the work performed under construction contracts shall not relieve the contractor from its responsibility for performing work in accordance with applicable contract documents. ENGINEER shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work and shall not manage, supervise, control or have charge of construction. ENGINEER shall not be responsible for the acts or omissions of the contractor or other parties on the project. ENGINEER shall be entitled to review all construction contract documents and to require that no provisions extend the duties or liabilities of ENGINEER beyond those set forth in this Agreement. CLIENT/OWNER agrees to include ENGINEER as an indemnified party in CLIENT/OWNER's construction contracts for the work, which shall protect ENGINEER to the same degree as CLIENT/OWNER. Further, CLIENT/OWNER agrees that ENGINEER shall be listed as an additional insured under the construction contractor's liability insurance policies.

5. CONTROLLING LAW

This Agreement is to be governed by the law of the state of Missouri or if agreed in writing with CLIENT/CLIENT/OWNER where ENGINEER'S services are performed.

6. SERVICES AND INFORMATION

CLIENT/OWNER will provide all criteria and information pertaining to CLIENT/OWNER's requirements for the project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations. CLIENT/OWNER will also provide copies of any CLIENT/OWNER-furnished Standard Details, Standard Specifications, or Standard Bidding Documents which are to be incorporated into the project. CLIENT/OWNER will furnish the services of soils/geotechnical engineers or other consultants that include reports and appropriate professional recommendations when such services are deemed necessary by ENGINEER. The CLIENT/OWNER agrees to bear full responsibility for the technical

accuracy and content of CLIENT/OWNER-furnished documents and services.

In performing professional engineering, construction management, and related services hereunder, it is understood by CLIENT/OWNER that ENGINEER is not engaged in rendering any type of legal, insurance or accounting services, opinions or advice. Further, it is the CLIENT/OWNER's sole responsibility to obtain the advice of an attorney, insurance counselor or accountant to protect the CLIENT/OWNER's legal and financial interests. To that end, the CLIENT/OWNER agrees that CLIENT/OWNER or the CLIENT/OWNER's representative will examine all studies, reports, sketches, drawings, specifications, proposals and other documents, opinions or advice prepared or provided by ENGINEER, and will obtain the advice of an attorney, insurance counselor or other consultant as the CLIENT/OWNER deems necessary to protect the CLIENT/OWNER's interests before CLIENT/OWNER takes action or forebears to take action based upon or relying upon the services provided by ENGINEER.

7. SUCCESSORS AND ASSIGNS

CLIENT/OWNER and ENGINEER, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the covenants of this Agreement. Neither CLIENT/OWNER nor ENGINEER will assign, sublet, or transfer and interest in this Agreement or claims arising therefrom without the written consent of the other.

8. RE-USE OF DOCUMENTS

All documents, including all reports, drawings, specifications, computer software or other items prepared or furnished by ENGINEER pursuant to this Agreement, are instruments of service with respect to the project. ENGINEER retains ownership of all such documents. CLIENT/OWNER may retain copies of the documents for its information and reference in connection with the project; however, none of the documents are intended or represented to be suitable for reuse by CLIENT/OWNER or others on extensions of the project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at CLIENT/OWNER's sole risk and without liability or legal exposure to ENGINEER, and CLIENT/OWNER will define, indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses, including attorney's fees, arising or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by CLIENT/OWNER and ENGINEER.

9. TERMINATION OF AGREEMENT

CLIENT/OWNER or ENGINEER may terminate the Agreement, in whole or in part, by giving no less than ten (10) business days written notice, if the other party substantially fails to fulfill its obligations under the Agreement through no fault of the terminating party. Where the method of payment is "lump sum," time & material, or cost reimbursement, the final invoice will include all services and expenses associated with the project up to the effective date of termination plus a fifteen percent fee mark-up for the final invoice amount. An equitable adjustment shall also be made to provide for termination settlement costs ENGINEER incurs as a result of commitments that had become agreed upon before termination, and for a reasonable profit for services performed.

10. SEVERABILITY

If any provision of this agreement is held invalid or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term or condition shall not be construed by the other party as a waiver of any subsequent breach of the same provision, term or condition.

11. INVOICES

ENGINEER will submit invoices for services rendered and CLIENT/OWNER will make prompt payments in response to ENGINEER's invoices. ENGINEER will retain receipts for reimbursable expenses in general accordance with rules pertaining to the support of expenditures for income tax purposes. Receipts will be available for inspection by CLIENT/OWNER's auditors upon request.

If CLIENT/OWNER disputes any items in ENGINEER's invoice for any reason, including the lack of supporting documentation, CLIENT/OWNER may temporarily delete the disputed item and pay the remaining amount of the invoice, so as not to hold payment. CLIENT/OWNER will promptly notify ENGINEER of the dispute and request clarification and/or correction. After any dispute has been settled, ENGINEER will include the disputed item on a subsequent, regularly scheduled invoice, or on a special invoice for the disputed item only.

CLIENT/OWNER recognizes that late payment of invoices results in extra expenses for ENGINEER; ENGINEER retains the right to assess CLIENT/OWNER interest at the rate of one percent (1%) per month, but not to exceed the maximum rate allowed by law, on invoices which are not paid within thirty (30) calendar days from the date of the invoice. In the event undisputed portions of ENGINEER's invoices are not paid when due, ENGINEER also reserves the right, after seven (7) business days prior written notice, to suspend the performance of its services until all past due amounts have been paid in full.

12. CHANGES

The parties agree that no change or modification to the Agreement, or Task Order, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of the Task Order. The execution of the change shall be authorized and signed in the same manner as this Agreement. Adjustments in the period of services and in compensation shall be in accordance with applicable paragraphs and sections of the Task Order. Any proposed fees by ENGINEER are estimates to perform the services required to complete the project as ENGINEER understands it to be defined. For those projects involving conceptual or process development services, activities often are not fully definable in the time of performance and compensation scope and adjustments to the time of performance and compensation can be made as required. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required for performance of the services, and equitable adjustment shall be made, and the Task Order modified accordingly.

13. CONTROLLING AGREEMENT

These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice-to-proceed, or like document or Task Order.

14. EQUAL EMPLOYMENT AND NONDISCRIMINATION

In connection with the services under the Agreement, ENGINEER agrees to comply with the applicable provisions of federal and state Equal Employment Opportunity, and other employment, statutes and regulations.

15. HAZARDOUS MATERIALS

CLIENT/OWNER represents to ENGINEER that, to the best of its knowledge, no hazardous materials are present at the project site. However, in the event hazardous materials are known to be present, CLIENT/OWNER represents that to the best of its knowledge it has disclosed to ENGINEER the existence of all such hazardous materials, including but not limited to asbestos, PCB's, petroleum, hazardous waste, or radioactive material located at or near the project site, including type, quantity and location of such hazardous materials. It is acknowledged by both parties that ENGINEER's scope of services do not include services related in any way to encounters undisclosed hazardous materials. ENGINEER shall have the obligation to notify CLIENT/OWNER and, to the extent required by law or regulation, the appropriate governmental officials, and ENGINEER may, at its option and without liability for delay, consequential or any other damages to CLIENT/OWNER, suspend performance of services on that portion of the project affected by hazardous materials until CLIENT/OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the hazardous materials; and (ii) warrants that the project site is in full compliance with all applicable laws and regulations.

CLIENT/OWNER acknowledges that ENGINEER is performing professional services for CLIENT/OWNER and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous materials, as defined in the Comprehensive Environmental Response, Compensation, and

Liability Act of 1990 (CERCLA), which are or may be encountered at or near the project site in connection with ENGINEER's services under this Task Order. If ENGINEER's services hereunder cannot be performed because of the existence of hazardous materials, ENGINEER shall be entitled to terminate this Task Order for cause on 30 calendar days written notice. To the fullest extent permitted by law, CLIENT/OWNER shall indemnify and hold harmless ENGINEER, its officers, directors, partners, employees, and subconsultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from hazardous materials, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property (other than completed Work), including the loss of use resulting there from, and (ii) nothing in this paragraph shall obligate CLIENT/OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's sole negligence or willful misconduct.

16. EXECUTION

This Agreement and subsequent changes, including the exhibits and schedules made part hereof, constitute the entire agreement between ENGINEER and CLIENT/OWNER, supersedes and controls over all prior written or oral understandings. This agreement may be amended, supplemented or modified only by a written instrument duly executed by the parties.

17. LIMITATION OF LIABILITY

ENGINEER's and its employees' total liability to CLIENT/OWNER for any loss or damage, including but not limited to special and consequential damages arising out of or in connection with the performance of services or any other cause, including ENGINEER's and its employees' professional negligent acts, errors, or omissions, shall not exceed the lesser of \$5,000 or the total compensation received by ENGINEER hereunder, and CLIENT/OWNER hereby releases and holds harmless ENGINEER and its employees from any liability above such amount.

18. LITIGATION SUPPORT

In the event ENGINEER is required to respond to a subpoena, government inquiry or other legal process related to the services in connection with a legal or dispute resolution proceeding to which ENGINEER is not a party, CLIENT/OWNER shall reimburse ENGINEER for reasonable costs in responding and compensate ENGINEER at its then standard rates for reasonable time incurred in gathering information and documents and attending depositions, hearings, and trial.

19. UTILITY LOCATION

If underground sampling/testing is to be performed, a utility locating service shall be contracted to make arrangements for all utilities to determine the location of underground utilities. In addition, CLIENT/OWNER shall notify ENGINEER of the presence and location of any underground utilities located on the CLIENT/OWNER's property which are not the responsibility of other private/public utilities. ENGINEER shall take reasonable precautions to avoid damaging underground utilities that are properly marked. The CLIENT/OWNER agrees to waive any claim against ENGINEER and will indemnify and hold ENGINEER harmless from any claim of liability, injury or loss caused by or allegedly caused by ENGINEER's damaging of underground utilities that are not properly marked or are not called to ENGINEER's attention prior to beginning the underground sampling/testing.

20. ESCALATION

Annual rate escalation of 6% effective January 1, 2014.

21. PREPAYMENT

Upon acceptance of this Agreement by the CLIENT/OWNER, a payment of 6% of the total fee may be required to initialize the project and may be exercised by ENGINEER at any time.

22. JOB CANCELLATION FOR CONVENIENCE FEE

Because of potentially significant revenues from other projects forgone by the ENGINEER to take this project, if the project is cancelled by the CLIENT/OWNER, a cancellation fee of 10% of contract will be immediately due and payable for project's current billings, work-in-progress, and reimbursable expenses.

- 23. **PROJECT RESTART FEE**
Because of substantial cost incurred by the ENGINEER to stop and restart a project once it is underway, should this project's progress be halted at any time for thirty (30) or more calendar days by the CLIENT/OWNER, for any reason, a project restart fee of 10% of the total contract fee to date will be due and payable immediately.
- 24. **LATE PENALTY SCHEDULE**
All invoices not paid promptly will be subject to the following late payment penalty: 30 to 59 calendar days overdue, \$650; 60 to 89 calendar days overdue, \$850; 90 to 120 calendar days overdue, \$1250; in addition to the interest charges as outlined in term and condition 11.

- 25. **LIMITATION OF DESIGN ALTERNATIVES**
The ENGINEER will limit the number of design alternatives provided under this contract to three, upon which time the design will be considered complete.
- 26. **GRAPHICS CONTROL**
Because of its standing as a professional design firm, the ENGINEER has complete control over graphic content and presentation of all studies, reports, and all other documents produced under this agreement.
- 27. **HIGHER FEES PAID FOR CHANGES**
Any changes requested by the CLIENT/OWNER to the scope of services provided under this agreement after acceptance of 25% completion will be billed at 1.15 times billing rates.

SECTION 6 INCORPORATION OF EXHIBITS

The following documents are attached hereto and incorporated herein by this reference.

Exhibit A	East Creek I/I Improvements – Phase 1 Location Map
Exhibit B	East Creek I/I Improvements – Phase 2 Location Map
Exhibit C	East Creek I/I Improvements – Phase 3 Location Map
Exhibit D	East Creek I/I Improvements – Phase 1 Man Hour Estimate
Exhibit E	East Creek I/I Improvements – Phase 2 Man Hour Estimate
Exhibit F	East Creek I/I Improvements – Phase 3 Man Hour Estimate

SECTION 7 ACCEPTANCE

The parties hereto agree as set forth in the preceding pages numbered 1 - 16 inclusive. This proposal is valid for thirty (30) calendar days. If this AGREEMENT meets your approval, please sign where noted below and return one (1) copy to our offices. We will treat this as notice to proceed unless instructed otherwise.

This AGREEMENT effective this 2 day of JULY, 2014.

GONZALEZ COMPANIES, LLC

CITY OF BELLEVILLE

Anthony A. Gonzalez-Angel

authorized client representative

Senior Managing Partner

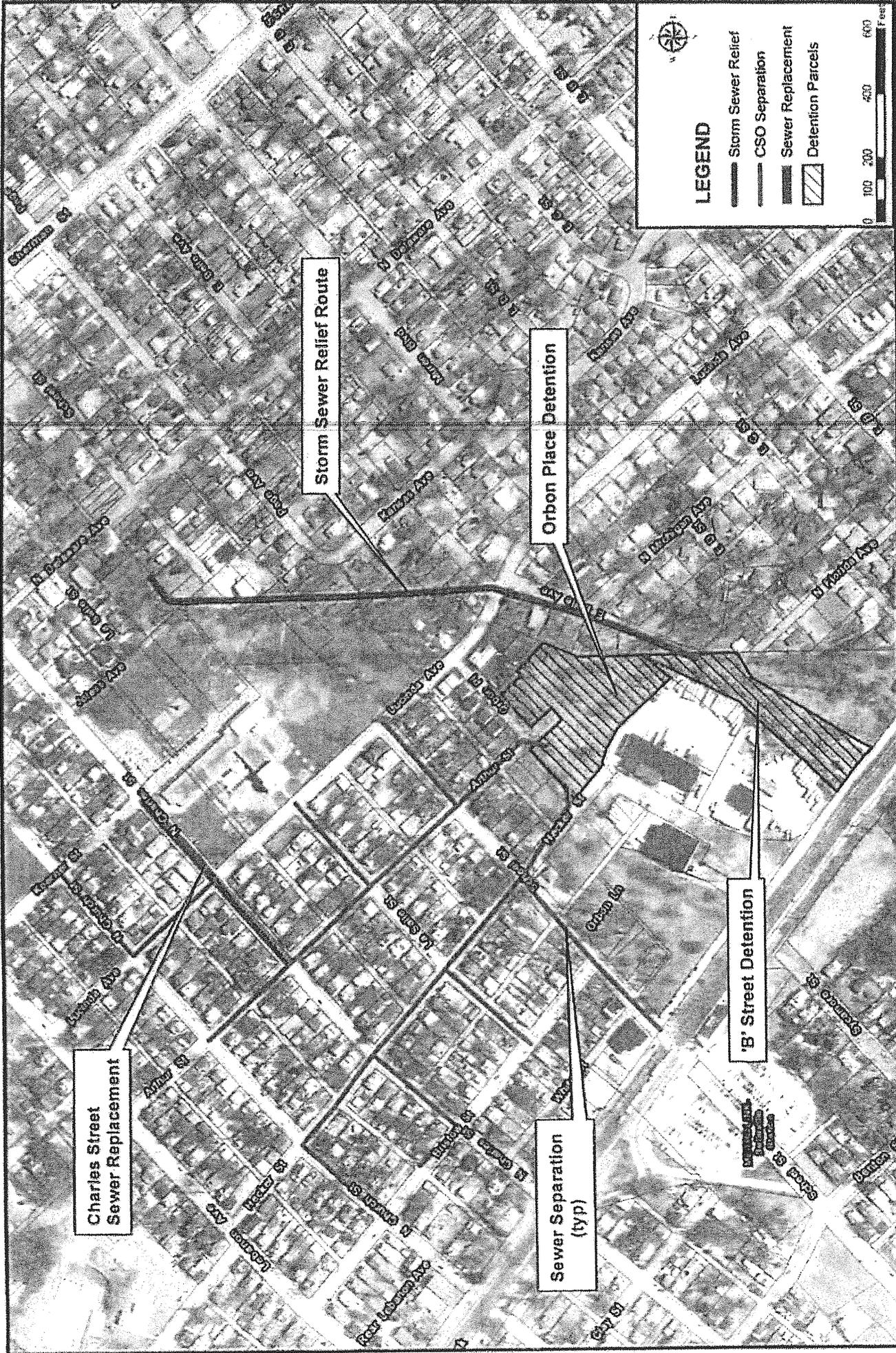
print name

print title

date

date

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LEGEND

- Storm Sewer Relief
- CSO Separation
- Sewer Replacement
- ▨ Detention Parcels

0 100 200 400 600 Feet

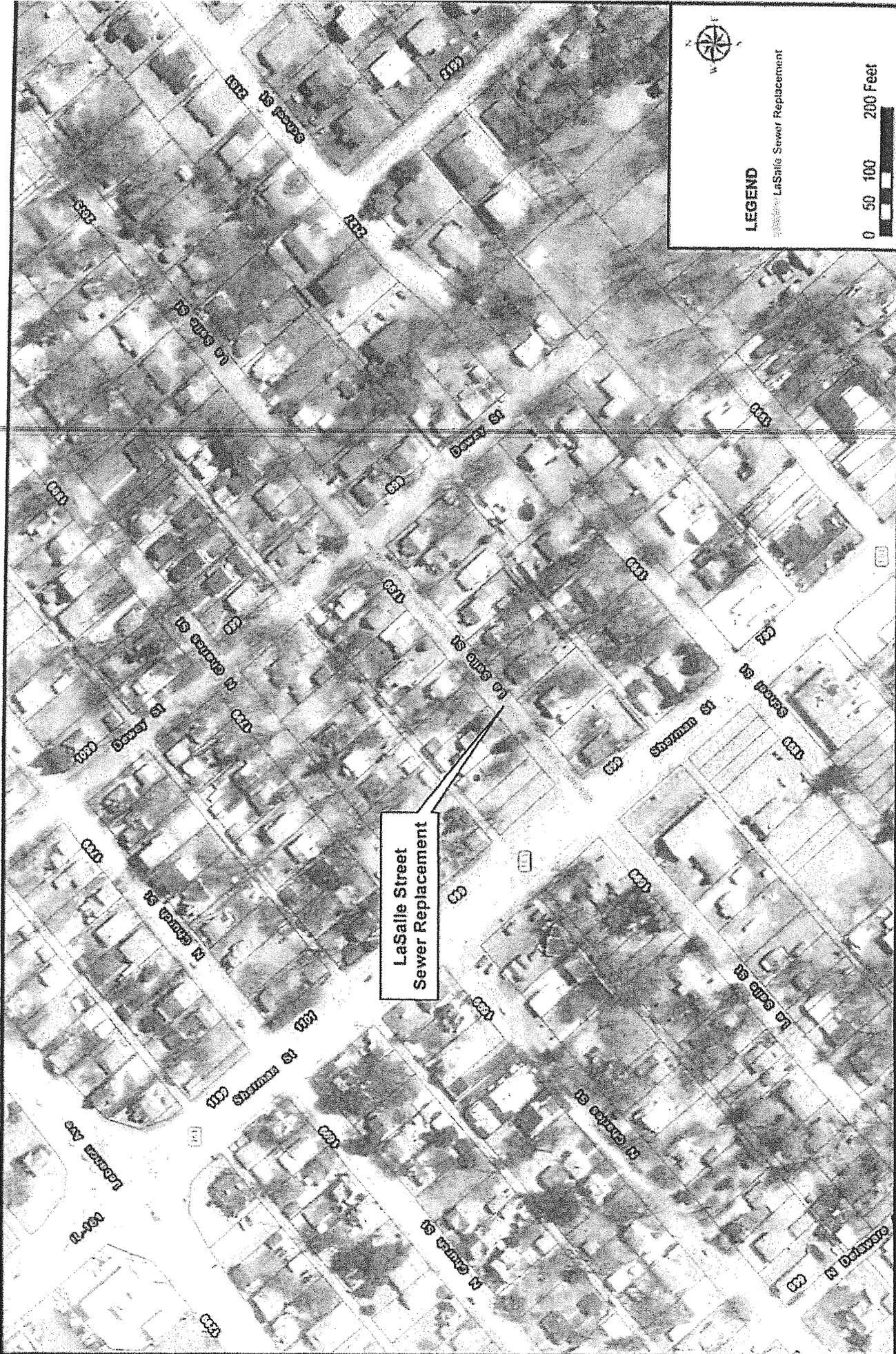
GONZALEZ COMPANIES, LLC

GONZALEZ COMPANIES, LLC
 525 W. Main Street
 Suite 125
 Peoria, IL 62220
 (317) 422-2221
 www.gonzalezco.com

EAST CREEK I&I IMPROVEMENTS - PHASE 1
COMBINED SEWER SEPARATION
CHARLES STREET SEWER REPLACEMENT
"B" ST. STORM SEWER

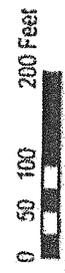
A

PROJECT NO: 14-218
 DATE: 06/14



LEGEND

LaSalle Sewer Replacement



GONZALEZ COMPANIES, LLC

525 W. Main Street
 Suite 125
 Evanston, IL 60220
 (630) 222-2221
 WWW.GONZALEZCOS.COM

EAST CREEK I&I IMPROVEMENTS - PHASE 2

LASALLE STREET SEWER MAIN REPLACEMENT

B

PROJECT NO
 14-216

DATE
 04/2014

LEGEND

- PROJECT LIMITS

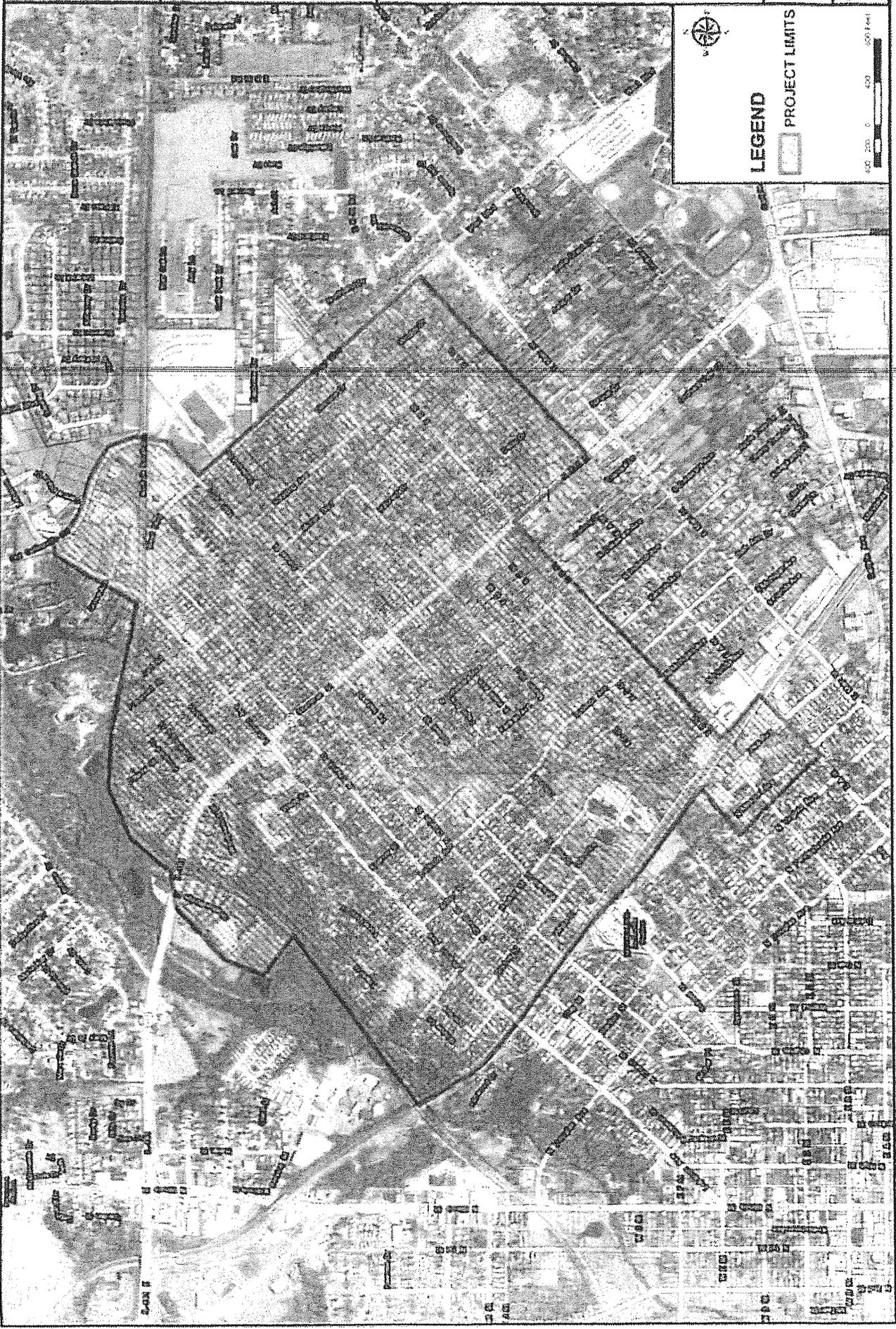


EXHIBIT D

14-218: PHASE 1 - EAST CREEK SEWER SEPARATION

MANHOUR ESTIMATE
 PREPARED BY BF/RPJ
 OAVED BY KK

ROW ID PHASES, TASKS AND MILESTONES

Principal	O/A Manager	Sr. Project Engineer	Project Engineer	Technician IV	Technician III	Admin	Surveyor	Geotechnical Engineer	HOURS
1.1 SURVEY									
1.1.01	Survey - Control Survey and Research	2					80		90
1.1.02	Survey - Topographic Survey	2					243		253
1.1.03	Survey - Title Reports (10 assumed)	2					7		17
1.1.04	Survey - Easement Exhibits (10 assumed)	2					75		85
SUMMARY		0	0	0	0	0	405	0	445
1.2 Geotechnical Investigation									
1.2.01	Geotechnical Investigation	2							12
1.2.02	Geotechnical Report	2							18
SUMMARY		0	4	0	0	0	0	0	30
1.3A 30% Design									
1.3A.01	Establish prelim. storm and sanitary network	4	8				24		60
1.3A.02	Preliminary H&H calculations						60		60
1.3A.03	30% Design Plans						2		0
1.3A.04	Cover Sheet (1)						2		10
1.3A.05	Key Map (1)						2		10
1.3A.06	Survey Control (1)						16		18
1.3A.07	Plan Sheets (28)						24		424
1.3A.08	30% Basis of Design Memorandum						48		144
1.3A.09	30% Internal QA (with revisions)	12	48	24		40			188
1.3A.10	30% Submittal Package						4		12
1.3A.11	Utility Coordination (correspondence only)						8		16
1.3A.12	30% Meeting and Site Walkthrough	8	8				8		24
SUMMARY		24	64	40	0	56	0	0	568

14-218: PHASE 1 - EAST CREEK SEWER SEPARATION

MANHOUR ESTIMATE
 PREPARED BY BF/RPJ
 DATED BY KK

ROW ID PHASES, TASKS AND MILESTONES

Principal	O/A Manager	Sr. Project Engineer	Project Engineer	Technician IV	Technician III	Admin	Surveyor	Geotechnical Engineer
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HOURS

1.3B	60% Design											
1.3B.01	H&H modeling and calculations		12							132		
1.3B.02	60% Design Plans									0		
1.3B.03	Cover Sheet (1)									4		
1.3B.04	Legend and General Notes (1)									10		
1.3B.05	Koy Map (1)									6		
1.3B.06	Survey Control (1)									6		
1.3B.07	Plan and Profile Sheets (2B)			16						200		
1.3B.08	Erosion Control Plan (1)			4						36		
1.3B.09	Details (2)			40						88		
1.3B.10	60% Technical Specifications		8							64		
1.3B.11	60% Opinion of Probable Construction Cost									20		
1.3B.12	60% Addendum to Basis of Design Memo									52		
1.3B.13	60% Internal QA (with revisions)	8	32							136		
1.3B.14	60% Submittal Package									12		
1.3B.15	Utility Coordination (1 meeting onsite)		8							16		
1.3B.16	60% Submittal Review Meeting	8								16		
SUM	SUMMARY		16	60	80	284	40	338	28	0	0	826

1.3C	90% Design											
1.3C.01	90% Design Plans									0		
1.3C.02	Cover Sheet (1)									4		
1.3C.03	Legend and General Notes (1)									4		
1.3C.04	Koy Map (1)									4		
1.3C.05	Survey Control (1)									184		
1.3C.06	Plan and Profile Sheets (2B)			16						12		
1.3C.07	Erosion Control Plan (1)			4						44		
1.3C.08	Details (4)			4						24		
1.3C.09	90% Front End Specifications		4							20		
1.3C.10	90% General Specifications (meas & pyrm)									16		
1.3C.11	90% Technical Specifications									48		
1.3C.12	90% Opinion of Probable Construction Cost									64		
1.3C.13	90% Final Design Report									136		
1.3C.14	90% Int. QA w/ Const. Review (+revisions)	8	32							24		
1.3C.15	90% Submittal Package									20		
1.3C.16	90% Submittal Review Meeting	8								20		
SUM	SUMMARY		16	56	20	204	24	240	48	0	0	608

14-218: PHASE 1 - EAST CREEK SEWER SEPARATION

MANHOURLY ESTIMATE
 PREPARED BY BFR/PJ
 DATED BY KK

ROW ID	PHASES, TASKS AND MILESTONES									HOURS	
		Principal	C/A Manager	Sr. Project Engineer	Project Engineer	Technician IV	Technician III	Admin	Surveyor		Geotechnical Engineer
1.3D	Final Design										
1.3D.01	Final Design Plan Revisions	4	12		40			40			96
1.3D.02	Final Specifications	4	12		24						40
1.3D.03	Final Opinion of Probable Construction Cost	4	12		16			8			56
SUM	SUMMARY	12	36	0	80	16	48	0	0	0	192
1.4	Permit Assistance										
1.4.01	IEPA Sewer Construction	8	12		32			8	4		64
SUM	SUMMARY	8	12	0	32	0	8	4	0	0	64
1.5	Bidding Assistance										
1.5.01	Prebid Meeting	4	4		8						16
1.5.02	Sale of Bid Sets				2						2
1.5.03	Response to Bidders Questions	2	4		16			8	8		38
1.5.04	Bid Opening	4	4		4						8
1.5.05	Review of Submitted Bids				8						8
1.5.06	Bid Award Recommendation	2	4		8						12
SUM	SUMMARY	12	16	0	46	0	8	8	0	0	90
SUM	SUMMARY	0	0	0	0	0	0	0	0	0	0
TOTAL		88	256	128	1,052	80	1,050	144	405	42	3,245

14-218: PHASE 2 - LASALLE ST SEWER REPLACEMENT

MANHOURLY ESTIMATE
 PREPARED BY BF
 DATED BY KK/PJ

ROW ID	PHASES, TASKS AND MILESTONES	Principal							Geotechnical Engineer	HOURS	
		O/A Manager	Sr. Project Engineer	Project Engineer	Technician IV	Technician III	Admin	Surveyor			
2.1	Survey										
2.1.01	Survey - Control Survey and Research			2					20		
2.1.02	Survey - Topographic Survey			2					39		
SUM	SUMMARY	0	0	2	0	0	0	0	59	0	61
2.2	Geotechnical Investigation										
2.2.01	Geotechnical Investigation			2					4	4	
2.2.02	Geotechnical Report			2					13	15	
SUM	SUMMARY	0	0	2	0	0	0	0	17	19	
2.3A	30% Design										
2.3A.01	Review CCTV for Lateral Location								2	2	
2.3A.02	30% Design Plans			2					4	6	
2.3A.03	Cover Sheet (1)			2					6	14	
2.3A.04	Plan Sheets (2)			2					2	10	
2.3A.05	30% Internal QA (with revisions)		6						2	2	
2.3A.06	30% Submittal Package			2					2	4	
2.3A.07	Utility Coordination (correspondence only)			2					2	4	
SUM	SUMMARY	0	6	0	0	14	0	16	2	0	38
2.3B	90% Design										
2.3B.01	90% Design Plans								2	2	
2.3B.02	Cover Sheet (1)								8	10	
2.3B.03	Plan and Profile Sheets (2)			2					8	10	
2.3B.04	Details (1)			2					2	2	
2.3B.05	90% Front End Specifications			4					4	4	
2.3B.06	90% General Specifications (meas & pymt)			4					4	4	
2.3B.07	90% Technical Specifications			4					2	6	
2.3B.08	90% Opinion of Probable Construction Cost		4						4	10	
2.3B.09	90% Int. QA w/ Const. Review (+revisions)			2					2	2	
2.3B.10	90% Submittal Package			4					4	4	
2.3B.11	90% Submittal Review Meeting			4					4	4	
SUM	SUMMARY	0	4	0	0	22	4	24	0	0	54
2.3C	Final Design										
2.3C.01	Final Design Plan Revisions		1			2			2	4	
2.3C.02	Final Specifications		1			2			2	3	
2.3C.03	Final Opinion of Probable Construction Cost		2			6			2	5	
SUM	SUMMARY	0	2	0	0	6	2	2	0	0	12

14-218: PHASE 3 - MANHOLE AND PIPE REHABILITATION

MANHOUR ESTIMATE
 PREPARED BY BF
 OAVED BY KK/PJ

ROW ID PHASES, TASKS AND MILESTONES

Principal	Q/A Manager	Sr. Project Engineer	Project Engineer	Technician IV	Technician III	Technician I	Admin
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HOURS

3.3	Permitting								
3.3.01	IDOT Right-of-Way	2	2	0	8	0	4	0	0
SUM	SUMMARY	2	2	0	8	0	4	0	0
3.4	Bidding Assistance								
3.4.01	Prebid Meeting				4				4
3.4.02	Sale of Bid Sets				2				2
3.4.03	Response to Bidders Questions		4		16				20
3.4.04	Bid Opening				4				4
3.4.05	Review of Submitted Bids				2				2
3.4.06	Bid Award Recommendation	2	2	0	4	0	0	0	8
SUM	SUMMARY	2	6	0	32	0	0	0	40

SUM	SUMMARY	0	0	0	0	0	0	0	0
TOTAL		24	36	0	212	20	118	316	12
									738

EXHIBIT A
CITY OF BELLEVILLE
B STREET PUMP STATION IMPROVEMENTS
SCOPE OF SERVICES

GENERAL

CMT's current understanding of the project forms the basis for the proposed scope of services (as described in this Exhibit A) and compensation for those services (as described in Exhibit B).

CMT's understanding of the project is based upon the June 6th, 2014 scoping meeting that took place at the Belleville Wastewater Treatment Plant and was attended by Belleville's Director and Assistant Director of Wastewater Division and Tim Tappendorf and Raed Armouti of CMT. In addition project understanding is based upon review of the information contained in the Plans provided to CMT by Belleville's wastewater division for the B Street Pump Station.

CMT anticipates the design phase to occur from August through December 2014, followed by the permitting and funding services. We anticipate the project to be ready to bid during the first quarter of 2015.

The scope of services for the proposed B Street Pump Station Improvements shall consist of replacing existing medium voltage power service with 480Volt service, replacing existing pump motors and all associated power apparatus in the station including motor control center, power distribution panels and circuit breakers, lights, receptacles, level sensors, etc. The scope also includes evaluation of the reuse of the existing pumps and the design of replacement pumps if necessary. In addition, assisting the City of Belleville in obtaining a State Revolving Fund (SRF) Loan from the Illinois Environmental Protection Agency (IEPA) is also a part of the scope of services.

DESIGN ENGINEERING

The Design Engineering Services include necessary items which must be completed in order to design the proposed B Street Pump Station Improvements, assist the City of Belleville in obtaining an SRF Loan, and produce bidding and construction documents for the purposes of soliciting competitive bids for the construction of the proposed facilities. An overview of the proposed services is provided below.

1. General Items

Includes general notes sheet; abbreviations & symbols sheet; includes sequencing and coordination of the construction.

- a. Prepare general drawings.
- b. Prepare specifications (Division 1).

2. Civil/Site Design

- a. Set site elevation control and use commercially available aerial photos to show overall project location and site layout.
- b. Prepare specifications (Division 2).

EXHIBIT A
CITY OF BELLEVILLE
B STREET PUMP STATION IMPROVEMENTS
SCOPE OF SERVICES

3. Process/Mechanical Design

Includes existing storm water pumps evaluation, and if necessary selection and sizing of replacement pumps; hydraulic and basis of design computations; identification of equipment requirements (electrical, access space, weight/structural support); component sizing and layout; and coordination with other disciplines including structural and electrical. Deliverables include process/mechanical drawings, including plan and section views, and details.

- a. Prepare process/mechanical drawings.
- b. Prepare specifications (Divisions 11, 15 - various sections).

4. Structural/Architectural Design

Includes review of existing pump station building, pump and motor supports, and design of structural components necessary to support new motors and pumps. Deliverables include various structural drawings showing plan and section views and details of proposed structures.

- a. Prepare structural drawings.
- b. Prepare specifications (Divisions 3, 4, 5, and 9).

5. Electrical / I&C Design

Electrical design includes new electrical service and power supply/distribution to serve the existing facilities, design of new motors power and controls, building lighting,. Deliverables include drawings showing general electrical requirements; electrical requirements for individual project elements; electrical site plan; duct bank requirements (if any); electrical legend; electrical standards and abbreviations; one-line diagram; hand hole details; and building electrical (lighting, outlets, MCC, equipment control panels, etc.).

- a. Prepare electrical and I&C drawings.
- b. Prepare specifications (Division 16).

6. HVAC/Plumbing Design

Item includes sizing and selection of HVAC equipment to replace existing equipment in existing building. Deliverables include drawings showing HVAC equipment layout, schedules and details.

- a. Prepare HVAC.
- b. Prepare specifications (Division 15 - various sections).

7. Bidding/Contracting Documents and Specifications Preparation

EXHIBIT A
CITY OF BELLEVILLE
B STREET PUMP STATION IMPROVEMENTS
SCOPE OF SERVICES

Item includes completion of front-end documents such as bidding and contract forms, general conditions, and general requirements associated with the project.

8. Engineer's Opinion of Probable Construction Cost

The Engineer's Opinion of Probable Construction Cost will be the basis for evaluation of proposals submitted by Bidders. The estimate will be prepared by completing a detailed quantity takeoff, application of reasonable unit prices and costs, and implementing equipment costs provided by vendors. Prepare detailed cost estimate at 50% completion stage and update as project progresses through various stages of development (*i.e.* 75% and final completion).

9. Project Management and Coordination During Design

Project management is essential for promoting effective communication among disciplines to reduce the likelihood for conflicts and errors associated with the finished product. This item also includes communication involving Belleville staff, IEPA, and other applicable parties.

10. Progress Meetings with Belleville

CMT will provide Belleville with interim submittals at the, 75% and final completion stages. The submittals will focus primarily on half-size drawings, and may also include outline specifications or selected specification sections. Additionally, the project cost estimate or budget will be updated at each submittal stage for review by the city (see item 8 above). The project manager, and possibly other staff members, will meet with the city to discuss details of the project and address questions or comments following the city's review of the submittals. CMT will also conduct progress meetings with Belleville on a regular basis as directed by the city (assumed as monthly).

11. Quality Assurance/Quality Control (QA/QC)

CMT will ensure that internal reviews are conducted by qualified staff during the production process to promote completion of high quality deliverables and a satisfactory end product for Belleville. QA/QC will be in accordance with CMT standard procedures for review/checking and will be identified in a Quality Assurance Plan at the outset of the project.

IEPA PERMITTING

It's assumed that an IEPA construction permit is not necessary for this project because the B Street Pump Station pumps Storm Water and not Sanitary Sewer.

EXHIBIT A
CITY OF BELLEVILLE
B STREET PUMP STATION IMPROVEMENTS
SCOPE OF SERVICES

SRF FUNDING

CMT will assist the city with obtaining State Revolving Fund (SRF) low-interest loan funding for the project, as administered by the IEPA. CMT will prepare the necessary forms, authorizations, certifications, statements and resolutions for approval and execution by the city; and will provide assistance as needed with the authorizing ordinance, legal opinion, financial information package, review of city ordinances, etc. It is our understanding the city has recently completed similar loan documents and has much of the information required on hand. CMT will attend a public hearing, if required, and provide minutes. CMT will provide the necessary post-bid documentation required for the SRF loan application.

ITEMS NOT INCLUDED IN SCOPE OF SERVICES

The following items are not included in the scope of services.

1. Geotechnical engineering.
2. Boundary surveys for easements.
3. Easement documents.
4. Hydraulic modeling of the existing storm sewer system.
5. Flood studies or detailed floodway or floodplain analysis.
6. Bidding phase and construction phase engineering services.

END OF DOCUMENT

CRAWFORD, MURPHY & TILLY, INC.
CONTRACT ATTACHMENT - EXHIBIT B - 2014 PROFESSIONAL SERVICES COST ESTIMATE
 CLIENT City of Belleville, IL
 PROJECT NAME B Street Pump Station Improvements
 CMT JOB NO. _____ GMT JOB NO. _____

Prep By	PROJ.MGR
DATE	06/25/14
Apprvd	PROJ.PNCL
DATE	06/25/14

TASK NO.	TASKS \ CLASSIFICATIONS	CURRENT YEAR 2014 HOURLY RATES													TOTAL								
		\$180	\$170	\$140	\$120	\$110	\$100	\$120	\$105	\$75	\$85	\$70	\$50	\$50									
		PRINCIPAL	SR PROJECT ENGR MANAGER	ARCHITECT	MANAGER	SENIOR ENGINEER	SENIOR ARCHITECT	SENIOR ENGINEER	ARCHITECT	SENIOR MANAGER	ENGINEER ARCHITECT	LAND SURVEYOR	SENIOR TECHNICIAN	GIS SPECIALIST	TECHNICAL PLANNER	TECHNICAL MGR	TECHNICIAN	TECHNICAL ASSISTANT	ADMIN ASSISTANT	CLERK	MAN HOURS & LABOR SUMMARY	TOTAL	
1	Site Visit, Collection and Review of Existing Data				2			8														18	
2	Development of Control Schematics							16														16	
3	Electrical Design and Drafting							80														120	
4	Field Survey to Verify Float Settings												4					16				22	
5	Mechanical Design and Drafting				8			24														96	
6	Structural Design and Drafting							16														48	
7	Prepare Specifications							8														8	
8	Coordination with Systems Integrator							16														8	
9	Coordination with Power Utility							8														8	
10	Prepare Engineers Opinion of Construction Cost Estimate							4														8	
11	Progress Meetings and Coordination with City							8														16	
12	SRF Loan Assistance							12														44	
13	QA/QC							4														20	
14	Project Management							32														40	
15	TOTAL MAN HOURS				56			64		224			4					16				534	
	SUBTOTAL - BASE LABOR EFFORT				\$9,520			\$8,960		\$26,880			\$480					\$1,360				\$1,800	\$63,040

TASKS (CONTINUED)	TOTAL LABOR EFFORT	DIRECT EXPENSE & REIMBURSABLES											TOTAL EXPENSE	TOTAL FEE										
		TRAVEL MILEAGE	MEALS & LODGING	PRINTING	EQUIP-MENT	SURVEY MTL	MISC	SUBS ADMIN	OTHER EXP	OTHER EXP	SUBS	OTHER EXP												
1	Site Visit, Collection and Review of Existing Data	\$24																					\$24	\$2,124
2	Development of Control Schematics																						\$200	\$1,920
3	Electrical Design and Drafting				\$200																		\$168	\$2,208
4	Field Survey to Verify Float Settings						\$120																\$200	\$1,640
5	Mechanical Design and Drafting																						\$5,120	\$5,040
6	Structural Design and Drafting																						\$2,016	\$960
7	Prepare Specifications																						\$2,660	\$2,660
8	Coordination with Systems Integrator																						\$2,320	\$2,320
9	Coordination with Power Utility																						\$5,210	\$5,210
10	Prepare Engineers Opinion of Construction Cost Estimate																						\$250	\$2,920
11	Progress Meetings and Coordination with City																						\$5,840	\$5,840
12	SRF Loan Assistance																							
13	QA/QC																							
14	Project Management																							
15	TOTALS				\$168		\$400	\$120	\$250	\$250			\$480					\$1,360				\$938	\$63,978	
	PERCENTAGE OF WORK TO BE PERFORMED BY YEAR				2015	2016	2017	TOTAL	EST % OF OT	AVG OVERTIME RATE	PREMIUM	OT ADJUSTMENT FACTOR										15%	MULTI-YEAR + OT	
	WEIGHTING FACTOR FOR 5% ANNUAL ADJUSTMENT				100%	100%	100%	100%														20%	MLTPLR & AMT	
	ESTIMATED CONTINGENCY				1,000%	1,000%	1,000%	1,000%														10%	1,030%	\$1,890
	ROUNDING																							\$6,590
	TOTAL FEE																							\$72,458

EXHIBIT C
City of Belleville
B Street Pump Station Improvements
CRAWFORD, MURPHY & TILLY, INC.
STANDARD SCHEDULE OF HOURLY CHARGES
EFFECTIVE JANUARY 1, 2014

Classification	Regular Rates Per Hour
Administrative Assistant/Clerk	\$ 50
Technical Assistant	\$ 70
Technician	\$ 85
Senior Technician	\$ 105
Land Surveyor	\$ 120
Planner/Technical Manager	\$ 75
Engineer/Architect	\$ 100
Senior Planner/GIS Specialist	\$ 105
Senior Technical Manager	\$ 110
Senior Engineer/Architect	\$ 120
Project Engineer/Manager/Architect	\$ 140
Senior Project Engineer/Manager	\$ 170
Principal	\$ 180

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

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

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

STANDARD AGREEMENT FOR PROFESSIONAL SERVICES

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

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

Professional Engineering Services for the B Street Pump Station Improvements project, including design

engineering, cost estimating, and State Revolving Fund (SRF) financing assistance.

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

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

At the lump sum amount of \$ _____.

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

IT IS FURTHER MUTUALLY AGREED:

- **ENGINEER** shall provide professional engineering services as outlined in the Scope of Services (**Exhibit A**) attached to this Agreement.
- Compensation for Professional Engineering Services shall not exceed **\$72,458.00** without prior written authorization from the **CLIENT**.
- Engineering fees shall be in accordance with the Professional Services Cost Estimate (**Exhibit B**) and the Schedule of Hourly Charges (**Exhibit C**) included in this Agreement.
- **CLIENT** shall provide copies of data, records, studies, reports, and other information pertinent to the project.

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

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals this _____ day of _____, 2014.

CLIENT:

CITY OF BELLEVILLE

ENGINEER:

CRAWFORD, MURPHY & TILLY, INC.

STANDARD GENERAL CONDITIONS
Crawford, Murphy & Tilly, Inc.

1. Warranty

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

2. Reuse of Document

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

3. Termination

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

4. Parties to the Agreement

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

5. Construction and Safety

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

6. Payment

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

7. Indemnification for Release of Pollutants

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

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

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

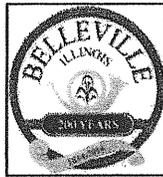
CRAWFORD, MURPHY & TILLY, INC.
CONTRACT ATTACHMENT - EXHIBIT A - 2014 PROFESSIONAL SERVICES COST ESTIMATE
 CLIENT City of Belleville, IL
 PROJECT NAME B Street Pump Station Improvements
 CMT JOB NO. CMT JOB NO.

Prep By PROJ MGR
 DATE 06/30/14
 Apprvd PROJ FNCG
 DATE 06/30/14

TASK NO.	TASKS CLASSIFICATIONS	CURRENT YEAR 2014 HOURLY RATES															TOTAL	
		\$180	\$170	\$140	\$120	\$110	\$100	\$120	\$105	\$75	\$85	\$70	\$60	MAN HOURS	LABOR SUMMARY &			
1	Site Visit, Collection and Review of Existing Data		2		8		8										18	ADMIN ASSISTANT
2	Development of Control Schematics				16		80										16	TECHNICAL ASSISTANT
3	Electrical Design and Drafting																120	TECHNICIAN
4	Field Survey to Verify Float Settings															16	22	TECHNICAL MGR PLANNER
5	Mechanical Design and Drafting		8	16	24												96	SENIOR TECHNICIAN
6	Structural Design and Drafting			8	16												48	LAND SURVEYOR
7	Prepare Specifications			8	16												48	ENGINEER ARCHITECT
8	Coordination with Systems Integrator			8	16												16	SENIOR ENGINEER ARCHITECT
9	Coordination with Power Utility			4	8												8	SENIOR ENGINEER ARCHITECT
10	Prepare Engineers Opinion of Construction Cost Estimate		2	4	8												22	SENIOR ENGINEER ARCHITECT
11	Progress Meetings and Coordination with City		8		8												16	SENIOR ENGINEER ARCHITECT
12	QA/QC		4	16													28	SENIOR ENGINEER ARCHITECT
13	Project Management		32														32	SENIOR ENGINEER ARCHITECT
14																		
15																		
	TOTAL MAN HOURS	56	52	200	200	50	4	88	24	16	1,200	1,200	490					
	SUBTOTAL - BASE LABOR EFFORT	\$9,520	\$7,280	\$24,000	\$5,000	\$1,360	\$1,200	\$9,240	\$1,200	\$1,360	\$70	\$60	\$58,080					

TASKS (CONTINUED)	DIRECT EXPENSE & REIMBURSABLES										TOTAL LABOR EFFORT	TOTAL FEE
	TRAVEL MILEAGE	MEALS & LODGING	PRINTING	EQUIPMENT	MISC	SURVEY MTL	SUBS ADMIN	OTHER EXP	OTHER EXP	TOTAL EXPENSE		
1 Site Visit, Collection and Review of Existing Data	\$24										\$24	\$2,124
2 Development of Control Schematics											\$1,920	\$1,920
3 Electrical Design and Drafting			\$200								\$200	\$14,000
4 Field Survey to Verify Float Settings	\$48			\$120							\$168	\$2,208
5 Mechanical Design and Drafting			\$200								\$200	\$11,640
6 Structural Design and Drafting												\$5,120
7 Prepare Specifications											\$96	\$5,040
8 Coordination with Systems Integrator											\$960	\$2,660
9 Coordination with Power Utility											\$2,660	\$2,320
10 Prepare Engineers Opinion of Construction Cost Estimate											\$3,320	\$3,320
11 Progress Meetings and Coordination with City											\$5,440	\$5,440
12 QA/QC												
13 Project Management												
14												
15												
TOTALS	\$188	\$400	\$400	\$120							\$688	\$58,768
PERCENTAGE OF WORK TO BE PERFORMED BY YEAR	2014	2015	2016	2017	TOTAL	EST % OF OT HRS INCLUDED ABOVE		MULTI-YEAR + OT				
WEIGHTING FACTOR FOR 5% ANNUAL ADJUSTMENT	100%	100%	100%	100%	1,0000	AVERAGE OVERTIME RATE PREMIUM		MLTPLR & AMT				
ESTIMATED CONTINGENCY	1.0000	1.0000	1.0000	1.0000	1.0000	OT ADJUSTMENT FACTOR		10%				
ROUNDING												
TOTAL FEE	MATH CROSS CHECK IS OK										\$66,558	\$66,558

Contract Agreement for Professional Services – Cloud GIS Implementation



Thouvenot, Wade & Moerchen, Inc. (TWM Inc.) has developed this Plain Language Contract Agreement in hopes that its terms and conditions are clear and easily understood. Still, this agreement is a legal and binding contract between two parties, TWM Inc., and you, The City of Belleville, as the CLIENT. When you see the words “us”, “we”, and “our” they mean TWM Inc. When you see the words “you” or “your”, they refer to you as the CLIENT. Please read this Contract carefully. It confirms our understanding of the work you desire and the terms and conditions under which we will do that work.

This contract describes the specific professional services that you have requested we provide on the proposed project, **GIS Services**, which we will refer to as simply the “**project**”. As you have described it to us, this project involves providing GIS consulting and development services.

SCOPE OF SERVICES - BASIC SERVICES

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

GIS Mapping and Database Implementation

We will create and maintain a geodatabase of the City of Belleville’s Sanitary Sewer GIS data and here and after will be referred to as **GIS Data**. This data will be derived from existing plans, maps or additional sources that depict the location of the GIS Data.

1. Initial setup of GIS data will be referenced to Illinois State Plane Coordinate System; West Zone.
2. A geodatabase will be created and contain a basemap and GIS data.
3. Necessary feature classes (layers) and associated attribute data fields, dictated by the City, will be established within each dataset.
4. Domain definitions will be created and linked to necessary feature layers to ensure data accuracy and completeness.
5. Attachment tables will be enabled on designated feature classes.
6. Imagery will be prepared and processed for the database.
7. Maintenance and indexing will be conducted to ensure accurate data representation.
8. 8 hours of training will be conducted to personnel charged with accessing or updating GIS data.

Deliverables

On-line Interactive Database

We will provide access to Belleville’s GIS data by use of cloud storage technologies. Data will include all layers of Belleville’s GIS datasets with corresponding attribute tables, feature symbology, imagery and domains. With cloud technologies, Belleville personnel will be able to access, alter, download, update, analyze, print, navigate, and query GIS data from internet browsers and mobile devices (rental’s available). Data will be stored within cloud storage throughout the contractual period. There are no limits pertaining to the number of updates that can occur.

Note: The City of Belleville will OWN their GIS data. TWM will not withhold access or rights to Belleville’s geodatabase and will transfer copies of the database to whomever department officials deem necessary. TWM did not include any costs associated with locating utilities, however this service can be provided at our hourly rates.

FEES - BASIC SCOPE OF SERVICES

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

Contract Fee/Period;

\$5,000.00 per year for 5 years (\$25,000.00)

- A. **Reimbursable/Rental Costs** - You also agree to reimburse us for outside services, such as i-pad rental (\$25/day), handheld GPS rental (\$75/day), delivery services, express mail, or the printing and production of plan documents, at our actual cost.

BILLING AND PAYMENT

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

- A. For the **GIS Mapping and Database Implementation**, we will bill you monthly for a percentage of the annual lump sum fee based upon our estimate of the percentage of services we have provided to date.
- B. For any fees for **Reimbursable/Rental Costs**, we will bill you on a monthly basis for actual costs plus any markup.

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

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

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

INFORMATION WE NEED FROM YOU

Any existing plans, maps or additional sources that depict the location of the GIS Data.

ADDITIONAL SERVICES

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

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

EXCLUDED SERVICES

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

1. Performing any geo-technical or soils testing.
2. Performing any environmental assessment.
3. Investigating or performing any archeological (Phase I, II, or III) study that might be required by the Illinois Historic Preservation Agency.
4. Designing any irrigation system.
5. Designing any site lighting plan.
6. Performing any water main testing including domestic or fire flow, pressure, or bacteriological testing.
7. Verifying that the work of any other design professional is in compliance with any local, state or federal ordinance, code, law or other regulation as they apply to this project

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

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

INSURANCE

We agree to obtain insurance from a reputable insurance company and to maintain that insurance throughout the term of this contract. At your request, we will provide you with a certificate of insurance on the standard ACCORD form issued by an authorized representative of our insurer, as evidence that we have obtained insurance coverage applicable to this Agreement.

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

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

QUALIFICATIONS

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

SPECIFIC TERMS AND CONDITIONS

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

1. When we submit any mapping data or other documents to you for your review you agree to review them within thirty (30) days to determine if they are generally acceptable and if so, to note your approval, which shall not be unduly withheld.
2. As part of your review, should you detect what you believe to be errors, necessary changes, or failure on our part to complete our responsibilities under the Basic Scope of Services above, you are to immediately notify us. We will then correct any errors you note or complete any remaining tasks, as necessary.
3. If your review is delayed for some reason, we may temporarily suspend work until you are able to complete the review, so that we are able to make any required changes before proceeding with the project.
4. You agree, to the fullest extent permitted by law, to indemnify and hold us harmless from any claim, liability or cost (including reasonable attorney's fees and costs of defense) should you fail or refuse to comply with any local, state or federal ordinance, code, law or other regulation as they apply to this project, or should your other consultants, subconsultants, contractors or subcontractors, fail or refuse to comply with any local, state or federal ordinance, code, law or other regulation as they apply to this project, and an injury, claim or loss arises or is alleged as a result.
5. You agree to name us as an additional insured and have your insurance carrier issue to us a certificate of insurance and an endorsement to your policy using ISO Form CG 20 07 07 04, or an equivalent acceptable to us. This endorsement protects us from liability in respect to any bodily injury, property damage, or personal and advertising injury, caused in whole or in part by your acts or omissions or the acts and omissions of others acting on your behalf.



ATTACHMENTS

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

ATTACHMENT I: GENERAL TERMS AND CONDITIONS.

ACCEPTANCE

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

The City of Belleville, ILLINOIS

THOUVENOT, WADE & MOERCHEN, INC.

Client Authorized Representative
Title


Derek W. Twente, P.L.S., E.I.
Survey Manager

Address for giving notices:
498 Environmental Drive
Belleville, IL 62220
Tel. No. (618) 233-7146

Address for giving notices:
4940 Old Collinsville Road
Swansea, Illinois 62226
Tel. No. (618) 624-4488
Fax No. (618) 624-6688
E-Mail: corp@twm-inc.com

ATTACHMENT I - GENERAL TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

ATTACHMENT I - GENERAL TERMS AND CONDITIONS (CONTINUED)

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

While we will indicate subsurface utilities on our plans and surveys in a manner consistent with the ordinary standard of care, unless specifically required to do so in the Scope of Services, we will not excavate, uncover or inspect actual underground utilities to indicate a more precise location, condition or capacity, or to try to determine the existence of any subsurface condition that might impact the eventual construction of the project.

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

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

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

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

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

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

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

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

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

ATTACHMENT I - GENERAL TERMS AND CONDITIONS (CONTINUED)

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

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

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

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

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

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

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

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

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

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

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

ATTACHMENT I - GENERAL TERMS AND CONDITIONS (CONTINUED)

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

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

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

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

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

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

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

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

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

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

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

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

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

Memorandum

DATE: JULY 15, 2014

TO: Dallas Cook, City Clerk

FROM: Jamie Maitret, Director of Finance

RE: Agenda

* * * * *

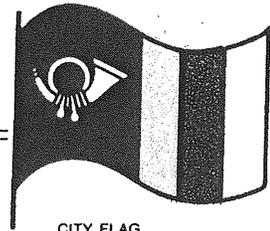
Chairman Silsby on behalf of the Finance Committee is prepared to make the following motions at the City Council meeting on July 21, 2014.

- Motion to approve the low bid of \$14,531 from Jack Schmitt Ford for the purchase of a 2014 Ford Focus for the Economic Development Department.
- Motion to approve the downtown streetscape in-ground electrical boxes as recommended by staff at a total cost of \$126,208.12. Work to be done by Glaenzer Electric.
- Motion to approve the bid of \$15,692.60 from Shiloh Valley Equipment for the purchase of 2 zero turn mowers for the Parks Department.
- Motion to approve the bid of \$23,391 from Jack Schmitt Ford for the purchase of 1 new ¾ ton pick-up truck for the Parks Department.
- Motion to approve the bid of \$13,928 (which includes installation) from Tiger Waterfront Products for the purchase of an ADA steel fishing dock.
- Motion to approve the Art on the Square Lease.
- Motion to approve the Intergovernmental Agreement between the City of Belleville and the St. Clair County Public Building Commission which spells out the transfer and acquisition of property.

CITY OF BELLEVILLE, ILLINOIS

Economic Development & Planning

101 South Illinois Street
Belleville, IL 62220-2105
Office: (618) 233-6810 x250
Fax: (618) 355-4209



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



July 10, 2014

Finance Committee and City Council:

I am asking permission to purchase a new vehicle for the Economic Development, Planning and Zoning Department. After completing the bidding process, I am recommending the purchase of a 2014 Ford Focus from Jack Schmitt, the apparent low bidder, for the amount of \$14,531.00. The budgeted amount for this vehicle was \$16,000.

Sincerely,

A handwritten signature in black ink, appearing to read "Emily Fultz".

Emily Fultz
Director of Economic Development,
Planning and Zoning

CITY OF BELLEVILLE

BID OPENING DATA SHEET

SUBJECT: 1 Economic Development Car

DATE: 7-2-14

TIME: 10:00 AM

PLACE: Conf Room

WITNESSES:

Dallas B. Cook
CITY CLERK'S OFFICE

[Signature]
DEPARTMENT HEAD'S OFFICE

[Signature]
PURCHASING OFFICE

OTHER _____

VENDORS PRESENT:

NAME _____
NAME _____
NAME _____
NAME _____
NAME _____
NAME _____

COMPANY _____
COMPANY _____
COMPANY _____
COMPANY _____
COMPANY _____
COMPANY _____

BID OPENING NOTES:

Wright Automotive	15,096.00
Tri-Ford	18,245.00
Reuther Ford	15,650.00
Dave Sinclair	15,622.00
Jack Schmitt	14,531.00


Belleville
I · L · L · I · N · O · I · S
Parks & Recreation

BELLEVILLE PARKS & RECREATION DEPARTMENT
510 WEST MAIN STREET
BELLEVILLE, ILLINOIS 62220-1509
(618) 233-1416
FAX: (618) 233-1449

July 9, 2014

Finance Committee and City Council:

The City of Belleville Parks and Recreation Dept is asking permission of the Finance Committee and the City Council to purchase two zero turn mowers from Shiloh Valley Equipment in the amount of \$15,692.60. This is to be paid out of the Parks General Fund. It is under the budgeted amount. Shiloh Valley Equipment is not the apparent low bid, but they are the low bid meeting the bid specifications.

Respectfully submitted,



Jason R. Poole

Assistant Director of Parks and Recreation

Small Town Charm ♦ Big City Appeal

Zero Turn Mowers with 72" Decks

General

1. 72", 7 Gauge Stamped Steel Deck
2. Full Suspension Seat featuring Adjustable Back Angle and Lumbar Support
3. Foot Operated Parking Brake
4. Brake and Go Operator Presence System
5. Electronic Controls to Raise/Lower Deck
6. Cutting Height 1" to 5.5" with ¼" Increments
7. 11.5 Gallon Fuel Tank
8. 2 Year Unlimited Hours or 3 Year 1500 Hour Bumper to Bumper Warranty
9. On-Board Diagnostic System

Engine

1. 27HP Kawasaki Vertical Shaft Air Cooled Engine *gross power tested in accordance with SAE J1995
2. FX850V Engine Model
3. 850cc Engine Displacement

Hydraulics

1. Cross Porting Hydraulic System

Accessory

1. Trash Receptacle Kit

CITY OF BELLEVILLE

BID OPENING DATA SHEET

SUBJECT: 2 Zero Turn Mowers

DATE: 7-1-14

TIME: 10:00 AM

PLACE: Conf Room

WITNESSES:

Dallas B. Cook
CITY CLERK'S OFFICE

Jo Mueller
PURCHASING OFFICE

A. R. Poole
DEPARTMENT HEAD'S OFFICE

OTHER _____

VENDORS PRESENT:

Kerry Schilling
NAME

ERB EQUIPMENT
COMPANY

Michael Hunt
NAME

Art's Lawn Mower Shop
COMPANY

JASON HES
NAME

Wm. Nobbe & Company, Inc.
COMPANY

NAME _____

COMPANY _____

NAME _____

COMPANY _____

NAME _____

COMPANY _____

BID OPENING NOTES:	
Walt Schmidt	15,500.00
Erb Equipment	17,000.00
Art's Lawn Mower	16,288.00
Meyer Saw Shop	14,846.00
Hielow Lawn	15,999.00
Shiloh Valley	15,692.60
Nobbe	15,836.60


Belleville
I · L · L · I · N · O · I · S
Parks & Recreation

BELLEVILLE PARKS & RECREATION DEPARTMENT
510 WEST MAIN STREET
BELLEVILLE, ILLINOIS 62220-1509
(618) 233-1416
FAX: (618) 233-1449

July 9, 2014

Finance Committee and City Council:

The City of Belleville Parks and Recreation Dept is asking permission of the Finance Committee and the City Council to purchase a new 3/4 ton pickup from Jack Schmitt Ford/Lincoln of Collinsville in the amount of \$23,391. Schmitt Ford is not the apparent low bidder, but they are if you factor in the delivery cost. This expenditure is to be paid out of the TIF budget. It is under the \$24,000 budgeted cost.

Respectfully submitted,



Jason R. Poole

Assistant Director of Parks and Recreation

Small Town Charm • Big City Appeal

CITY OF BELLEVILLE

BID OPENING DATA SHEET

SUBJECT: 1 Parks Department Truck

DATE: 7-1-14

TIME: 10:00 AM

PLACE: Conf Room

WITNESSES:

Dallas B. Cook
CITY CLERK'S OFFICE

Jo Mueller
PURCHASING OFFICE

A. R. Cook
DEPARTMENT HEAD'S OFFICE

OTHER _____

VENDORS PRESENT:

NAME _____
NAME _____
NAME _____
NAME _____
NAME _____
NAME _____

COMPANY _____
COMPANY _____
COMPANY _____
COMPANY _____
COMPANY _____
COMPANY _____

BID OPENING NOTES:	
Jack Schmitt	23,391.00
Tri-Ford	23,392.00
Reuther	23,931.00
Bob Riding	23,415.00
	23,140.00

Delivery
Pick-Up by City


Belleville
I · L · L · I · N · O · I · S
Parks & Recreation

BELLEVILLE PARKS & RECREATION DEPARTMENT
510 WEST MAIN STREET
BELLEVILLE, ILLINOIS 62220-1509
(618) 233-1416
FAX: (618) 233-1449

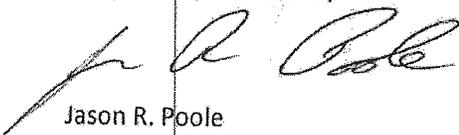
July 9, 2014

Finance Committee and City Council:

The City of Belleville was awarded an Open Space Land Acquisition Development (OSLAD) Grant in June 2013 to make improvements to South Side Park. The improvements include softball field reconstruction, fishing pier, restroom, and a playground. The total investment in South Side Park is \$670,380. Fifty percent of these funds are to be reimbursed by the Illinois Department of Natural Resources upon completion of the project. The 2014 - 2015 Fiscal Year TIF budget includes funds for this project.

We are not utilizing a general contractor for this project. The Parks Department is going to be breaking this grant apart into individual projects and working on them individually. The first step in the project was the installation of the playground. The second part is the Floating Fishing Dock. I would like to ask the Finance Committee and the City Council to approve the purchase of this product including installation from Tiger Waterfront Products in the amount of \$13,928. They are not the apparent low bidder, but the apparent low bidder (JMH Marine Inc.) did not include installation in the initial bid.

Respectfully submitted,



Jason R. Poole

Assistant Director of Parks and Recreation

Small Town Charm • Big City Appeal

CITY OF BELLEVILLE

BID OPENING DATA SHEET

SUBJECT: Floating ADA Steel Fishing Dock

DATE: 7-3-14

TIME: 10:00 AM

PLACE: Conf Room

WITNESSES:

Kathy Range
CITY CLERK'S OFFICE

Jo Mueller
PURCHASING OFFICE

P. A. Boole
DEPARTMENT HEAD'S OFFICE

OTHER _____

VENDORS PRESENT:

EC Creek
NAME _____

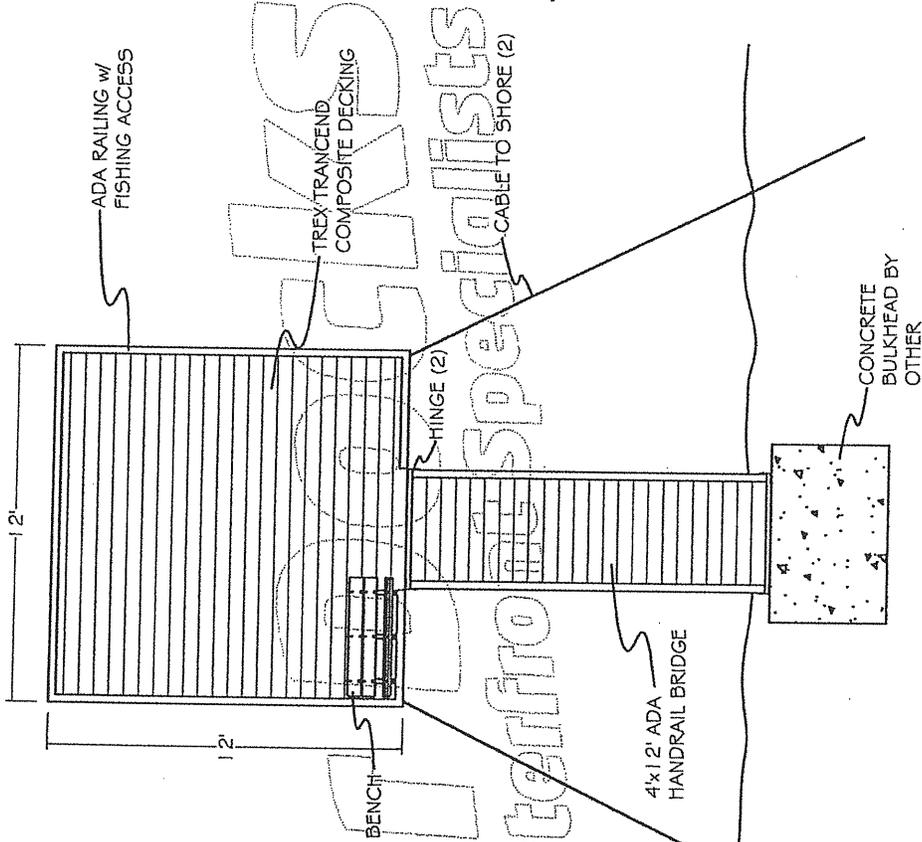
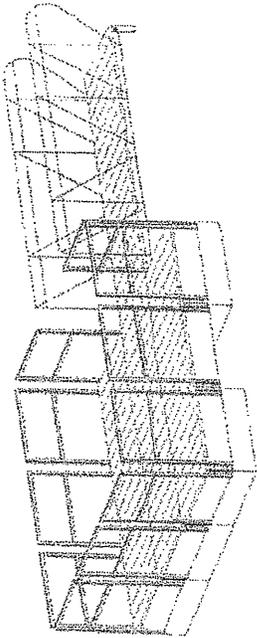
Hank's Exq Ltd Inc
COMPANY _____

NAME _____

COMPANY _____

BID OPENING NOTES:

Hank's	17,000.00	
JMH Marine Ave	13,601.00	w/o installation (Install + \$4500) = 18,101
Tiger Waterfront	13,928.00	w/ installation



*** PRELIMINARY DRAWING ***
 FOR REVIEW ONLY
 ALL DIMENSIONS ARE APPROXIMATE

Tiger Docks
 Waterfront Specialists



Tiger Docks
 Waterfront Specialists

1613 East Terra Lane, O'Fallon, MO 63366 Phone 1-636-272-4300 Fax 1-636-272-4304 www.tigerdocks.com

CLIENT
 City of Belleville South Side Park

PROJECT
 FLOATING STEEL ADA FISHING DOCK

DATE DRAWN BY
 14-164

APPROVED BY
 6/18/14 TMW

LEASE

THIS LEASE, made this ___ day of July, 2014 by and between the City of Belleville, Illinois, of 101 South Illinois Street, Belleville, Illinois 62220, hereinafter designated as "Lessor", and Art on the Square Foundation, Inc., an Illinois Non-Profit Corporation, of 30 Public Square, Belleville, Illinois 62220, hereinafter designated as "Lessee".

ARTICLE I: Premises/Term

A. Leased Premise. Lessor hereby leases to Lessee the property located at 30 Public Square, Belleville, Illinois, together with all improvements thereon.

B. Term. The term of this Lease shall be the period from August 1, 2014 through and including July 31, 2019, unless terminated earlier as provided herein. Furthermore, provided that Lessee continues to annually operate the Art on the Square festival, this Lease shall automatically renew for three (3) successive five (5) year terms thereafter unless Lessor or Lessee provides written notice of termination to the other party at least ninety (90) day prior to the expiration of the then-current term.

ARTICLE II: Rent; Security Deposit

A. Basic Rent. Lessee shall pay Lessor rent in the amount of One Dollar (\$1.00) per year, to be paid on or before the 1st day of August of each year, for the term hereof.

B. Place of Payment. Lessee shall pay the rent at Lessor's address, 101 South Illinois Street, Belleville, Illinois 62220; or at such other place as Lessor may designate in writing to Lessee.

ARTICLE III: Use and Care of Premises

A. Use. The premises shall be used solely for Lessee's office and event space, and no other purpose without Lessor's written consent duly approved by the Lessor.

B. Care. Lessee will keep the premises in good order with general maintenance of the building and surrounding property, and will surrender the premises upon expiration or termination of this Lease, in as good a condition as now existing, ordinary wear and tear excepted, and excepting damage by fire, or unavoidable accident, or causes not due to Lessee's act or negligence, and excepting damage by an Act of God.

C. Limitations. Lessee shall not use the premises nor permit any part thereof to be used for any illegal or immoral purpose nor shall Lessee violate or permit the violation of any laws, regulations, or ordinances, prescribed by any public authority relating to the condition or use of said premises. Lessee shall not abuse walls, ceilings, partitions, floors, wood, or stone, nor use plumbing for any other purpose than that for which constructed, nor make or permit any noise or odor objectionable to the public; nor create, maintain, or permit a nuisance thereon.

D. Alterations/Repairs. Other than structural repairs, Lessor shall not be under any obligation to make any alterations or repairs to the demised premises or to articles belonging to Lessee located herein. However, all alterations, additions or improvements upon the premises, no matter by whom made, shall, unless Lessor requests their removal, at the termination of this Lease become the property of Lessor and shall remain upon and be surrendered with the premises as a part thereof.

E. Renovation. Lessee is responsible for any and all renovation to the demised premises (other than structural repairs), and such work shall be done only after receipt of Lessor's written consent duly approved by Lessor; however, such consent shall not be unreasonably withheld by Lessor.

ARTICLE IV: Indemnity and Insurance

A. Bodily Injury and Property Damage. Lessee agrees to indemnify and hold Lessor harmless from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury, and/or damages to property arising from or out of the occupancy or use by Lessee of the leased premises or any part thereof or any other part of Lessor's property, or occasioned wholly or in part by any act or omission of Lessee, Lessee's agents, contractors, or employees.

B. Risk, Fire, Water, etc. Lessor shall not be liable for any loss or damage to any property of Lessee by theft or otherwise. Lessor shall not be liable for any injury or damage to persons or property whether caused by or resulting from falling plaster, dampness, any overflow or leakage upon or into the demised premises of water, rain, snow, gas or electricity, or any breakage in pipes, appliance, or plumbing, or breakage or leakage, or obstruction of pipes, nor for damage from any other source. Lessee shall fully insure the premises from damage caused by fire and such coverage shall extend to its full value.

C. Insurance. Lessee shall procure and maintain policies of insurance at Lessee's own cost and expense, insuring Lessor and Lessee from all claims, demands, actions for injury or death of any person in an amount of not less than One Million Dollars (\$1,000,000.00) made by, or on behalf of, any person or persons, firm or corporation, arising from, related to or connected with the demised premises. Such insurance shall not be subject to cancellation except after at least thirty (30) days prior written notice to Lessor. The original insurance policies or certificates thereof, together with satisfactory evidence of payment therefor, shall be deposited with Lessor. Lessor shall be named as an additional insured.

ARTICLE V: Utilities

Lessor shall pay for basic utilities supplied to the demised premises during the term of this Lease.

ARTICLE VI: Access to Premises

Lessor reserves the right, by Lessor's agents and employees, at any time or times, without abatement of rent, to enter upon and inspect the premises, and to run therein telephone and other electrical wires and other conduits, tubes, and pipes, and to make repairs, additions and alterations deemed necessary by the Lessor for the safety and preservation or restoration of the building in which premises are located.

ARTICLE VII: No Assignment and Subletting

Lessee shall not assign or in any manner transfer this Lease or any interest therein, nor sublet said premises or any other part hereof, nor permit occupancy or use by anyone with, through our under Lessee. Neither this Lease, nor any interest herein, nor any estate thereby created, shall pass to any trustee or receiver in bankruptcy, or any assignee for the benefit of creditors, or by operation of law.

ARTICLE VIII: Default and Termination

A. Defaults. Each of the following, by way of example and not by way of limitation, shall be deemed a default by Lessee and a breach of this Lease:

- (1) A default in the payment of rent herein reserved, or any part thereof, for a period of ten (10) days;
- (2) A default in the performance of any other covenant or condition of this Lease on the part of Lessee to be performed for a period of ten (10) days after notice thereof by Lessor.

B. Termination for Default. In the event of any default of Lessee, at any time thereafter, Lessor may serve a written notice upon Lessee that Lessor elects to terminate this Lease upon a specified date not less than fifteen (15) days after the date of serving such notice, and this Lease shall expire on the date of the term herein granted. No defaults shall be deemed waived unless in writing and signed by Lessor.

C. Automatic Termination. In the event that Lessee discontinues the annual operation of the Art on the Square festival, then this Lease shall automatically terminate within thirty (30) days of such discontinuance.

ARTICLE IX: Mechanic's Liens

Lessee shall not do or suffer anything to be done whereby the land and building of which premises are a part may be encumbered by any mechanic's lien for labor and/or material furnished by Lessee. Failure of lessee within twenty (20) days after the filing of any such lien to either discharge same of record, or to provide Lessor with adequate security indemnifying Lessor against any loss or damages by reason of such lien, shall constitute a default under this Lease and a ground for forfeiture thereof. Notice is hereby given that Lessor shall not be liable for labor

and/or materials furnished to Lessee upon credit, and that no mechanic's lien for any such labor and/or materials shall attach to or affect Lessor's interest in and to the premises.

ARTICLE X: Destruction by Fire or Other Casualty

If during the term of this Lease the premises are so damaged by fire or other casualty, not occurring through the negligence of Lessee, or the agents, servants, or employees of Lessee, that the premises are rendered wholly unfit for occupancy, this Lease shall terminate as of the date of such damage, and in such case Lessee shall pay rent hereunder apportioned at the time of such damage. In the event the premises are unfit for occupancy as described herein, the term of this Lease shall be extended for such period of time as the premises remains unfit for occupancy. In the event such condition exists for more than thirty (30) days, the Lessee, at the Lessee's option, may surrender the term and the leased premises to the Lessor without further obligation. The Lessor may then enter upon and repossess same. If said premises be so slightly damaged by such fire or other casualty as not to be unfit for occupancy, Lessor shall repair same with reasonable promptness and the payment of rent shall not be affected thereby.

ARTICLE XI: Entire Agreement

This instrument contains the entire agreement of the parties hereto and may not be modified, changed, or terminated in whole or in part orally or in any manner other than by duly-approved, written agreement between the parties, or their respective successors in interest.

ARTICLE XII: Miscellaneous Provisions

A. Notices. Any notice or demand which, under the terms of this Lease, or under any statute, that must or may be given or made by the parties hereto, shall be in writing and may be given or made by mailing the same by certified mail, and shall be deemed delivered when deposited in the United States mail, enclosed in a certified postage prepaid envelope, directed to such party at such address appearing above. Either party may designate in writing such new or other address to which such notices or demand shall be mailed.

B. Construction of Lease and Marginal Notes. This Lease shall be construed under the laws of the State of Illinois, and the words of any gender shall include any other gender, and words in the singular shall include the plural, when the sense requires, marginal notes are used for convenience only, and do not constitute a part of the Lease nor shall such notes be construed as a limitation of the scope of the particular paragraphs to which they refer.

C. Successors, Assigns. This Lease shall inure to the benefit of and bind the parties hereto and their heirs, personal representatives and assigns.

D. Time of Essence. Time is of the essence concerning this Lease, and all provisions relating thereto shall be strictly construed.

E. Approval. This Agreement shall not become legally binding on Lessor unless and until it has been duly approved by Lessor's City Council.

Executed below on the first date written above.

LESSOR:

City of Belleville, Illinois

By: _____
Mark W. Eckert
Mayor

LESSEE:

Art on the Square Foundation, Inc.

By: _____
Thomas Barnett

Attest: _____
Dallas B. Cook
Clerk

INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement ("Agreement") is made and entered into on this _____ day of June, 2014, by and between the St. Clair County Public Building Commission ("Commission") and the City of Belleville, Illinois ("City").

RECITALS

WHEREAS, the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*) and the intergovernmental cooperation provisions of the Illinois Constitution permit units public agencies to contractually cooperate in the exercise of powers and functions;

WHEREAS, Section 2 of the Illinois Local Government Property Transfer Act (50 ILCS 605/2) permits a municipality to transfer real property to another municipality upon such terms as their corporate authorities may agree;

WHEREAS, the Commission is a "public agency" within the meaning of Section 2 of the Illinois Intergovernmental Cooperation Act (5 ILCS 220/2) and a "municipality" within the meaning of Section 1(c) of the Illinois Local Government Property Transfer Act (50 ILCS 605/1);

WHEREAS, the City is a "public agency" within the meaning of Section 2 of the Illinois Intergovernmental Cooperation Act (5 ILCS 220/2) and a "municipality" within the meaning of Section 1(c) of the Illinois Local Government Property Transfer Act (50 ILCS 605/1);

WHEREAS, the Commission owns real estate, including real property and improvements, specifically identified as Parcel No. 08-28.0-204-011 located at West Harrison Street and 1st Street, Belleville, St. Clair County, Illinois, (hereinafter referred to as "Parcel A"), more fully described in Exhibit A attached.

WHEREAS, the Commission finds that Parcel A is unnecessary and inconvenient for its use and that the best interests of its residents would be served by transferring all of its right, title and interest in the subject property to the City under Section 2(a) of the Illinois Local Government Property Transfer Act (50 ILCS 605/2(a)), in "as is" condition and will all faults, for public use.

WHEREAS, the City declares that Parcel A is necessary and convenient for its use and that the best interests of its residents would be served by the transfer of all of the County's right, title and interest in the subject property to the Commission under Section 2(a) of the Illinois Local Government Property Transfer Act (50 ILCS 605/2(a)), in "as is" condition and with all faults, for public use.

WHEREAS, the City owns real estate, including real property and improvements, specifically identified as Parcel Nos. 08-21.0-404-002, 08-21.0-404-003 located at North 5th Street, Belleville, St. Clair County, Illinois, (hereinafter referred to as "Parcel B"), more fully described in Exhibit B attached.

WHEREAS, the City finds that Parcel B is unnecessary and inconvenient for its use and that the best interests of its residents would be served by transferring all of its right, title and interest in the subject property to the Commission under Section 2(a) of the Illinois Local Government Property Transfer Act (50 ILCS 605/2(a)), in “as is” condition and will all faults, for public use.

WHEREAS, the Commission declares that Parcel B is necessary and convenient for its use and that the best interests of its residents would be served by the transfer of all of the City’s right, title and interest in the subject property to the Commission under Section 2(a) of the Illinois Local Government Property Transfer Act (50 ILCS 605/2(a)), in “as is” condition and with all faults, for public use.

WHEREAS, the City owns real estate, including real property and improvements, specifically identified as Parcel Nos. 08-21.0-431-008, 08-21.0-431-009, 08-21.0-431-017 and 08-21.0-431-018 located at West A. Street, Belleville, St. Clair County, Illinois, (hereinafter referred to as “Parcel C”), more fully described in Exhibit C attached.

WHEREAS, the City finds that Parcel C is unnecessary and inconvenient for its use and that the best interests of its residents would be served by transferring all of its right, title and interest in the subject property to the Commission under Section 2(a) of the Illinois Local Government Property Transfer Act (50 ILCS 605/2(a)), in “as is” condition and will all faults, for public use.

WHEREAS, the Commission declares that Parcel C is necessary and convenient for its use and that the best interests of its residents would be served by the transfer of all of the City’s right, title and interest in the subject property to the Commission under Section 2(a) of the Illinois Local Government Property Transfer Act (50 ILCS 605/2(a)), in “as is” condition and with all faults, for public use.

NOW, THEREFORE, pursuant to the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*), the intergovernmental cooperation provisions of the Illinois Constitution and Section 2(a) of the Illinois Local Government Property Transfer Act (50 ILCS 605/2(a)), the District and the City understand and agree as follows:

1. No later than ten (10) days after the date hereof, the Commission will convey and quitclaim Parcel A to the City, and the City will convey and quitclaim Parcel B and Parcel C to the Commission, provided that the deed related to Parcel C shall contain an express restriction that the Commission shall permit public parking on Parcel C on evenings/nights, weekends and holidays.
2. The Commission makes no warranty or representation, of any kind or nature, as to the condition of title to Parcel A or as to the physical condition or any improvement thereon, which the City accepts “as is” and with all faults. The City makes no warranty or representation, of any kind or nature, as to the condition of

title to Parcel B and Parcel C or as to the physical condition or any improvement thereon, which the Commission accepts "as is" and with all faults.

3. The Commission hereby grants to the City all of the Commission's right of possession of the Parcel A and any improvement thereon, and the City assumes such right of possession and the risk of loss or damage to any such improvement, and agrees to hold the Commission harmless and indemnified from any claim arising out of the condition thereof as of the date of conveyance. The City hereby grants to the Commission all of the City's right of possession of the Parcel B and Parcel C and any improvement thereon, and the Commission assumes such right of possession and the risk of loss or damage to any such improvement, and agrees to hold the City harmless and indemnified from any claim arising out of the condition thereof as of the date of conveyance. No personal property is transferred hereunder.
4. Following conveyance of Parcel C, the Commission shall remove and return all parking meters thereon to the City at the Commission's sole cost and expense.
5. The Commission and the City shall share equally all costs associated with the transfers contemplated hereunder, including but not limited to the cost of any commitment for title policy, the premium applicable to any title policy, survey charges, transfer taxes and escrow fees. However, each party will pay its own legal fees and expenses.
6. All representations, warranties, covenants and agreements herein will survive the closing date and will not merge in the deed or any other document executed and delivered in performance of this Agreement.
7. This Agreement contains all terms and conditions agreed upon, and there are no condition, representations, warranties, covenants, or agreements not contained in this Agreement. Any subsequent conditions, representations, warranties, covenants or agreements will not be valid and binding on the parties unless in writing and signed by both parties.
8. This Intergovernmental Agreement shall become effective and binding upon its valid approval by the Commission and the City and full execution below.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

The parties agree to the above terms by signing below.

St. Clair County Public Building Commission City of Belleville, Illinois

By: _____
Richard Sauget
Chairman

By: _____
Mark Eckert
Mayor

Attest: _____

Secretary

Attest: _____
Dallas B. Cook
Clerk

EXHIBIT A

PARCEL A
08-28.0-204-011

S 1ST ST

W HARRISON ST



DISCLAIMER: The City of Belleville, Illinois (City) provides this product is for general informational purposes only and same is not suitable for legal, engineering or surveying purposes. The City makes no warranty of any kind concerning this information, including but not limited to its accuracy and/or completeness, and the data is subject to revisions at any time without notice. Users of this information should independently review or consult the primary data and information sources to ascertain the sufficiency of this information. The City assumes no liability whatsoever for damages allegedly arising from the use of this product. For additional, information, please contact the City Economic, Planning and Zoning Department at (618) 233-6810.

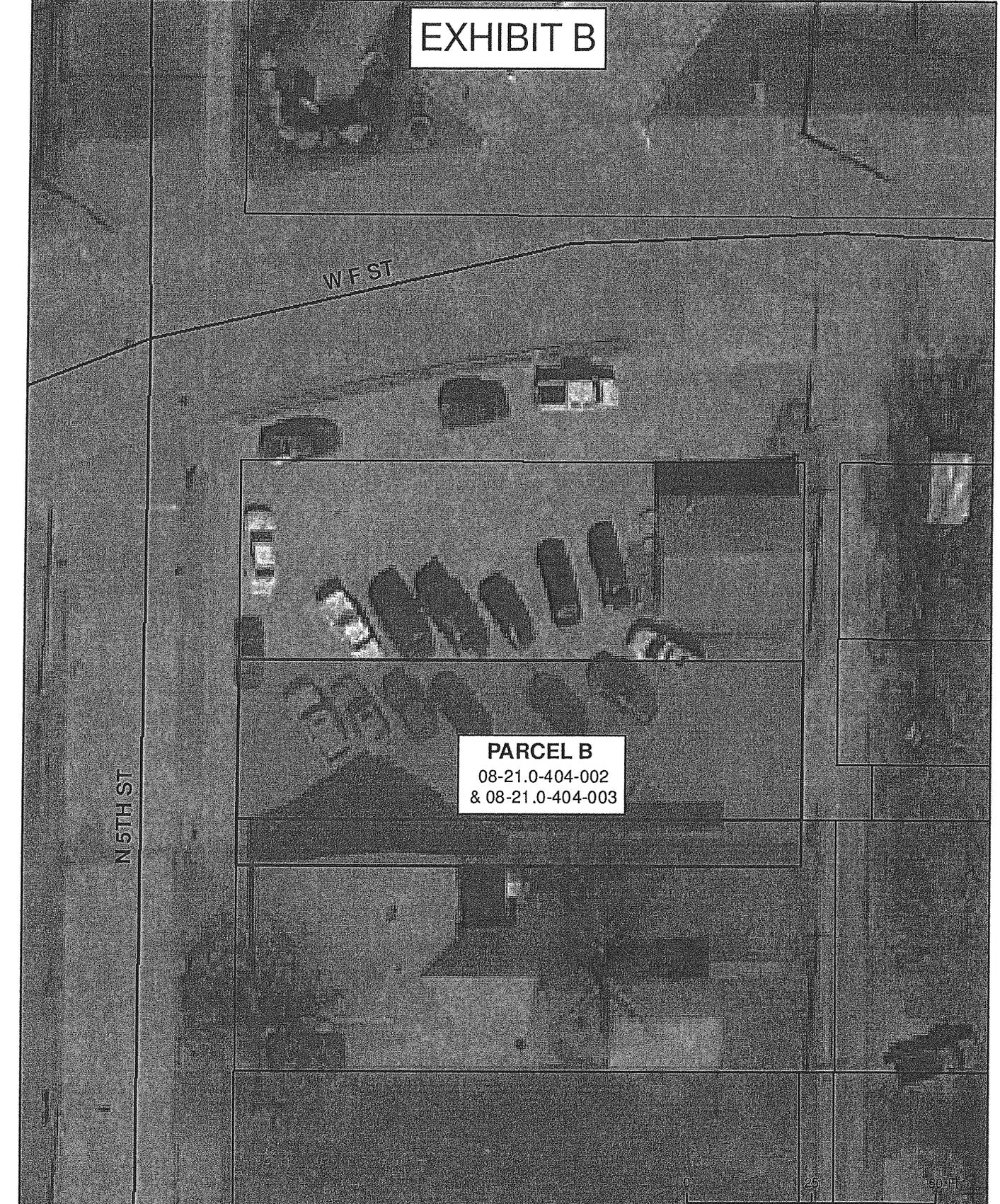


EXHIBIT B

W F ST

N 5TH ST

PARCEL B

08-21.0-404-002
& 08-21.0-404-003

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EXHIBIT C

W B ST

N 1ST ST

PARCEL C:
08-21.0-431-008, 08-21.0-431-009,
08-21.0-431-017, 08-21.0-431-018

N MILLING ST

W A ST

DISCLAIMER: The City of Belleville, Illinois (City) provides this product is for general informational purposes only and same is not suitable for legal, engineering or surveying purposes. The City makes no warranty of any kind concerning this information, including but not limited to its accuracy and/or completeness, and the data is subject to revisions at any time without notice. Users of this information should independently review or consult the primary data and information sources to ascertain the sufficiency of this information. The City assumes no liability whatsoever for damages allegedly arising from the use of this product. For additional, information, please contact the City Economic, Planning and Zoning Department at (618) 233-6810.

City Council Agenda

To: City Clerk
From: Economic Development, Planning & Zoning Dept.
Meeting Date: July 21, 2014
Re: City Council Agenda Items

As recommended by the Historic Preservation Commission:

Motion to approve a consulting contract with Michael Allen d/b/a Preservation Research Office for the National Register Historic District Review and Expansion project.

cc: Garrett P. Hoerner, City Attorney
Jacqueline Lee, Belleville News Democrat

**CONTRACT FOR CONSULTING SERVICES
BY AND BETWEEN**

The City of Belleville, Illinois
and
Michael Allen DBA Preservation Research Office

THIS CONTRACT, made this _____ day of _____, is by and between the City of Belleville ("the City") and Michael Allen DBA Preservation Research Office (the Contractor).

WITNESSETH THAT:

WHEREAS, It is necessary that the City obtain a Contractor to complete the Project as described herein, and

WHEREAS, the City desires to engage the Contractor to perform all such services as more fully described herein (the "Services"); and

WHEREAS, the Contractor is equipped and prepared to render the Services;

NOW, THEREFORE, the City and the Contractor, for the consideration and under the conditions hereinafter set forth, agree as follows:

I. SCOPE OF SERVICES

The Contractor shall in a satisfactory and proper manner, complete one or more National Register Historic District nominations to include the following:

- Review existing architectural survey data from 2010 and update based on current conditions.
- Determine appropriate boundaries for one or more National Register of Historic Places Historic District.
- Create GIS based boundary maps for the proposed historic district using a base map provided by the City.
- Include verbal boundary descriptions and boundary justifications, along with UTM references and maps.
- Compile and verify list of property owners

- Complete National Register Forms for the proposed historic district(s) and submit to the Illinois Historic Preservation Agency (IHPA) for review.
- Complete any revisions and/or additional research required by IHPA.
- Attend and conduct at least two public meetings, explaining the goals of the project and the benefits of National Register status for the property owners.

II. PROJECT PHASES AND WORK PRODUCTS

Phase I. - Activities and Work Product

- Submission of work plan.
- Obtain and review GIS-based map from the City.
- Obtain copy of 2010 architectural survey.

Phase II. - Activities and Work Product

- Field check properties included in 2010 survey.
- Update survey data as needed for any changed properties.
- Identification of boundary or boundaries for historic district nomination(s).
- Submission of work report and boundary recommendations to the City.

Phase III Activities and Work Product

Phase III

- Conduct archival research for drafting historic narrative.
- Draft historic narrative for the district(s) and place into National Register form.
- Compile and verify list of property owners.
- Submit draft nomination to IHPA.

- Submit work report.

Phase IV

- Attend and conduct one public meeting in partnership with the City, explaining the goals of the project and the benefits of National Register status for the property owners.

Phase V

- Complete any revisions and/or additional research required by the IHPA.
- Submit draft nomination(s) to the City.
- Present nomination(s) to the Illinois Historic Sites Advisory Council.
- Revise nomination(s) based on Illinois Historic Sites Advisory Council review and submit final drafts to Illinois Historic Preservation Agency.
- Submit work report to City.

Phase VI.

- Attend one City Council meeting to review the decision of IHPA on the historic district nomination.
- Attend and conduct at least one public meeting with the City, explaining the progress of the Project and the benefits of National Register status for the property owners, including the procedures for using the federal historic tax credit.
- Submit final work report to City.

During the duration of this contract, the Contractor will provide to any property owner in the project area at no cost preliminary consultation on the use of historic rehabilitation tax credits.

III. TIME OF PERFORMANCE

The services of The Contractor shall commence within 30 days after the execution of this Contract and shall be undertaken and completed within 6 months. All payments shall be tied to completion of specific work products.

IV. COMPENSATION/VERIFICATION AND METHOD OF PAYMENT

The City agrees to pay THE CONTRACTOR no more than eleven thousand dollars (\$11,000.00) for the work described herein. The cost is all-inclusive. All services will be invoiced and funds disbursed according to completion of the following milestones

A. Phases and payment:

a)	Phase I	July 21, 2014	\$1,500.00
b)	Phase II	October 15, 2014	\$2,000.00
c)	Phase III	November 30, 2014	\$4,000.00
d)	Phase IV	December 31, 2014	\$1,000.00
e)	Phase V	March 31, 2015	\$1,500.00
f)	Phase VI	May 31, 2015	\$1,000.00

B. Final payment shall be within thirty (30) days of completion of the Scope of Services. In every case, payment shall be subject to receipt of a requisition for payment from The Contractor specifying that work has been completed in conformance with the Contract and The Contractor is entitled to receive the amount requisitioned under the terms of the Contract.

C. The requests for payment will be submitted to the City with all necessary documentation.

V. APPLICABLE STANDARDS

The Contractor shall commence performance of the Services and complete all Services as upon acceptance of this contract. Notwithstanding the foregoing, the time of performance may be extended for good cause as determined by the City.

VI. TERMINATION

The City may terminate this Agreement at any time for any reason by notice in writing from the City to Contractor. Said termination shall be effective immediately upon Contractor's receipt of such notice.

In the event of termination of this Agreement by the City, Contractor shall be entitled to receive compensation for any satisfactory work completed by Contractor through the effective date of termination, and to receive that portion of Contractor's actual expenses incurred through the effective date of termination; provided, however, that in no event shall the total amount of compensation to be paid to Contractor hereunder exceed the maximum amount of compensation to be received by the Contractor as provided under section IV hereof.

In no event shall Contractor have a claim for loss of profit damages in the event of termination hereunder. Contractor shall not be relieved of liability to the City for damages sustained by the City as a result of breach of this Agreement by Contractor, and the City may withhold payment to Contractor for the purpose of set-off until such time as the exact amount of damages due the

City from Contractor is determined. The City's rights to terminate hereunder shall be in addition to and without prejudice to any other right or remedy.

VII. CHANGES

The City may, from time to time, request changes in the scope of the services of the Contractor to be performed hereunder. Such changes, and any other changes to this Contract, which are mutually agreed upon by and between the City and the Contractor, shall become effective only if incorporated in written amendments to this Contract, executed by both parties hereto.

VIII. WORK PRODUCTS

- A. All work products prepared by the Contractor under the Contract shall be the property of the City and shall be delivered to the City upon completion of the Services.
- B. All drafts of any written reports shall be clearly identified as such.

IX. PERSONNEL

- A. The Contractor represents that it has or will secure, at its own cost, all personnel required to perform the Services. Such personnel shall not be employees of, or have any contractual relationship with the City.
- B. All of the Services shall be performed by the Contractor or under its supervision and all personnel providing any services hereunder shall be fully qualified and shall be authorized or permitted under any and all applicable federal, state and local laws and regulations, to perform such services.

X. DISCRIMINATION PROHIBITED

- A. In all hiring or employment made possible by or resulting from this Contract, there:
 - 1.) will not be any discrimination against any employee or applicant for employment because of race, color, religion, sex, age, physical handicap, marital status, sexual orientation or national origin, and
 - 2) shall be affirmative action taken to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, national origin, age, marital status, sexual orientation or physical handicap. This requirement shall apply, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training. There shall be posted in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this clause. All solicitation or advertisement for employees shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, physical handicap, marital status, sexual orientation or national origin.

- B. No person in the United States shall, on the grounds of race, color, religion, sex, age, physical handicap, sexual orientation, marital status, or national origin, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Contract. The Contractor will comply with all requirements imposed by or pursuant to the regulations of the Department of Housing and Urban Development effectuating Title VII of the Civil Rights Act of 1964, as amended or revised from time to time.

XII. COMPLIANCE WITH LAWS

The Contractor shall comply with all applicable federal, state and local laws, ordinances and regulations, and applicable Executive Orders of the Mayor of the City of East St. Louis and shall commit no trespass on any public or private property in performing any of the work embraced by this Contract.

A. APPLICABLE PROFESSIONAL STANDARDS

1.) All services performed by THE CONTRACTOR shall be accomplished in compliance with pertinent historic preservation laws and guidelines, including but not limited to the National Historic Preservation Act of 1966, as amended) P. L. 89-665, 36 CFR part 61.5f "Approved Local Program: Dealing with Certified Local Governments (CLG)," 36 CFR Part 64 "Criteria and Procedures for the Identification of Historic Properties," 36 CFR Part 66 "Recovery of Scientific, Prehistoric and Historic and Archaeological Data," FR 48 (190): 44716-742 "The Standards for Identification, Evaluation and Registration" and the policies and guidelines of the IHPA. In addition to these standards, survey and nomination activities will be in accordance with *National Register Bulletin #24 Guidelines for Local Surveys: A Basis for Preservation Planning*; and *National Register Bulletin #15 How to Apply the National Register Criteria for Evaluation*. Nomenclature for styles and property types and their characteristics will be in accordance with guidelines in *National Register Bulletin # 16A and National Register Bulletin # 16B*; Virginia and Lee McAlister's *A Field Guide to American Architecture, Buildings of Main Street* by Richard Longstreth and *What Style Is It?* by John Poppeliers, S. Allen Chambers and Nancy B. Schwartz, and other appropriate resources.

2.) All services performed by THE CONTRACTOR shall also comply with all applicable rules, regulations, laws and requirements in relation to the any grants received by the City and as distributed by the City.

XIII. INDEMNIFICATION

The Contractor hereby acknowledges and agrees that as specific consideration for the City's entering into this Contract with The Contractor, The Contractor shall indemnify and defend and hold the City harmless from any and all losses, damage, liability or expense of any nature whatsoever whether incurred as a judgment, settlement, penalty, fine or otherwise (including attorneys' fees and the cost of defense) in connection with any action or claim arising as a result of error, omission or negligent act of the Contractor or any violation of any statute, ordinance,

order, rule or regulation of any governmental entity or agency by the Contractor in connection with the performance of the Services.

XIV. WARRANTY/STANDARD OF CARE

The Contractor hereby warrants and represents that it possesses the required skills and qualifications to perform the Services and that it will perform same in a good and workmanlike manner.

XV. SUBCONTRACTING

The Contractor shall not enter into any subcontracts for the performance of any or all the Services without the prior written consent of the City. The Contractor shall insert in each subcontract appropriate provisions requiring compliance with the provisions of this Contract.

XVI. ASSIGNABILITY

The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or notation) without the prior written approval of the City; provided, however, that claims for money due or to become due the Contractor from the City under this Contract may be assigned to a bank, trust company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

XVII. CONFLICTS OF INTEREST

A. INTEREST OF EMPLOYEE

As an inducement to the execution of this Contract by the City, the Contractor represents and agrees that the Contractor has not employed any person to solicit or procure this Contract, and has not made and will not make any payment or any agreement for the payment of any compensation in connection with the procurement of this Contract; and that the Contractor does not now have, and will not acquire any interest, direct or indirect, present or prospective, in the Property and has not knowingly employed, and will not knowingly employ, in connection with work to be performed hereunder, any person having any such interest during the term of this Contract, either directly or indirectly.

B. INTEREST OF MEMBERS OF THE CITY

No officer, employee, or agency of the City who exercises any functions or responsibilities in connection with the carrying out of the Project to which this Contract pertains, shall have any personal interest, direct or indirect, in this Contract.

C. INTEREST OF OTHER LOCAL PUBLIC OFFICIALS

No member of the governing body of the City, and no other public official of the City, who exercises any functions or responsibilities in the review or approval of the carrying out of this Contract, shall have any personal interest, direct or indirect, in this Contract.

D. INTEREST OF CERTAIN FEDERAL OFFICIALS

No member of, or delegate to, the Congress of the United States, and no Resident Commissioner, shall be admitted to any share or part of this Contract or to any benefit to arise here from.

XVIII. NO WAIVER BY THE CITY

The failure of the City in any instance to insist upon strict performance of any of the terms hereunder or to exercise any rights conferred herein shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or rights on any future occasion.

XIX. NOTICE

Any notice required or permitted under the terms of this Contract shall be deemed to have been duly served when personally delivered or delivered by registered or certified mail, return receipt requested and addressed as follows:

If to the City: ???

If to Contractor:

Michael Allen
Preservation Research Office
3407 S. Jefferson Avenue #211
St. Louis, MO 63118

or at such other address as either party may specify, in writing, from time to time.

All notices shall be deemed to have been received on the date delivered in the case of personal delivery or three days from the date of deposit into the mails in the case of delivery by registered or certified mail.

XX. ENTIRE AGREEMENT

This Contract constitutes the entire agreement between the parties with respect to the subject hereof and neither has been induced to make or enter into this Contract by reason of any oral or written agreement or representation other than as contained herein.

XXI. CHOICE OF LAW

The laws of the State of Illinois shall govern the interpretation and enforcement of this Contract.

XXII. SURVIVAL

The provisions of all sections of this Contract shall survive termination of this Contract, whether such termination be for cause or by reason of the Contractor's completion of the Services.

XXIII. PERFORMANCE REVIEW

Contractor hereby acknowledges and agrees that the City may each evaluate Contractor's performance in the execution of this Contract. Contractor further agrees that the City may share any such performance review with any board, division, department or agency of the City and with any governmental or quasi-governmental authority, commission, or not-for-profit corporation affiliated with the City. A copy of any such performance review so undertaken will be provided to the Contractor who may respond in writing within five calendar days. Any written response will be kept with the Performance Review and a copy of the written response will be provided to any entity with whom the Performance Review has been or will be provided.

XXIV. SIGNATORY

The undersigned representative of Contractor hereby warrants and represents that he/she is authorized to sign this contract on behalf of Contractor.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed as of the day and year first above written.

BY: THE CITY OF EAST ST. LOUIS

By: _____

CONSULTANT:

Michael Allen
Preservation Research Office

By: _____

Michael Allen

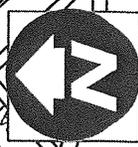
APPENDIX A

TERMS DEFINED

The following special terms, as used in this contract are defined hereunder:

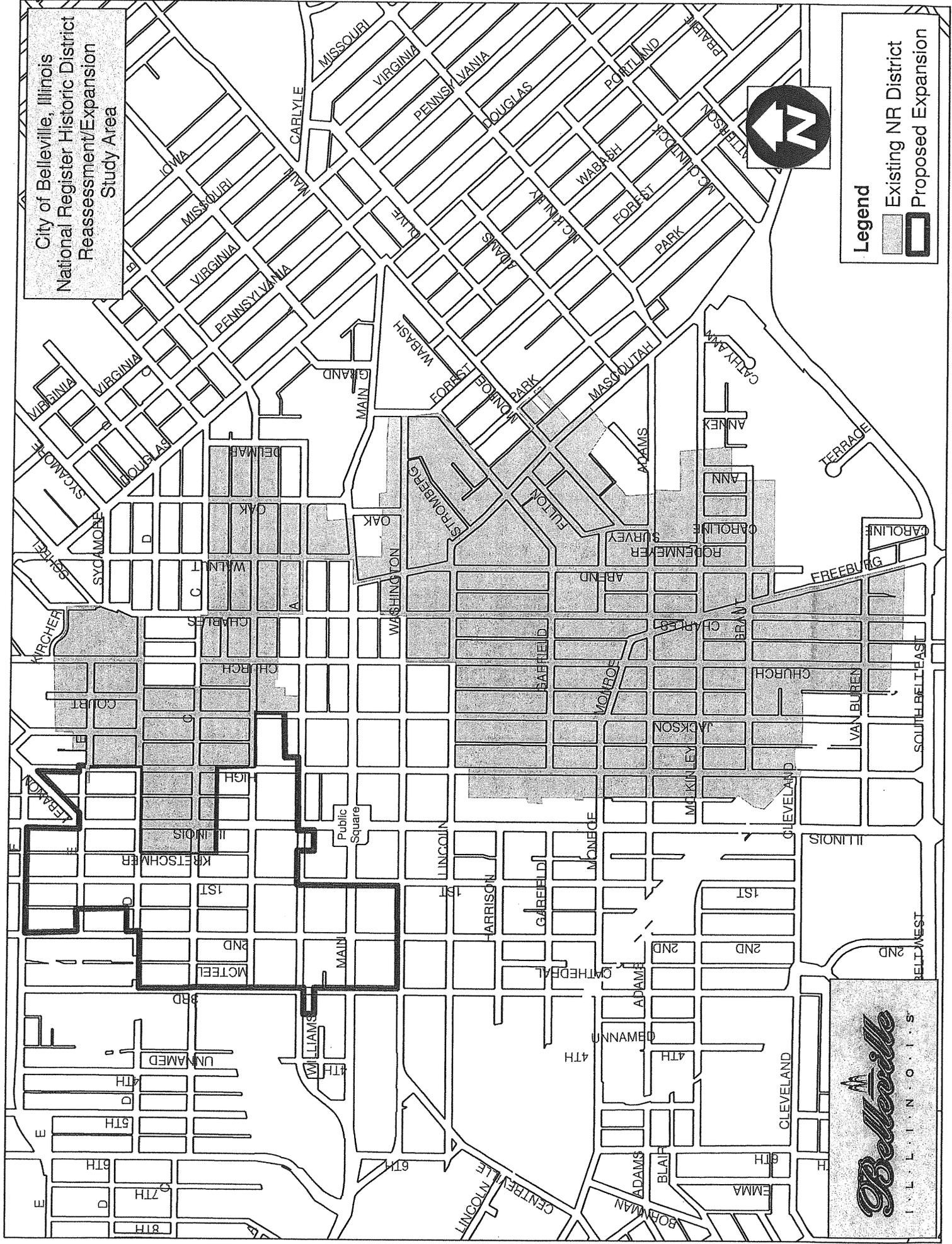
1. The term “City” as used herein means the City of East St. Louis, Missouri
2. The term “IHPA” as used herein means the Illinois State Historic Preservation Agency.
3. The term “National Register Multiple Property Form” refers to the National Park Service cover document National Register of Historic Places Multiple Property Documentation Form (NPS 10-900-b) for nomination of groups of related significant properties to the National Register of Historic Places.
4. “National Register Form” as used herein means the National Register of Historic Places Registration Form (NPS 10-900) and supporting documentation as required by the National Park Service, Department of Interior, National Register Program as outlined in *National Register Bulletin 16A: How to Complete the National Register Registration Form* and in accordance with the National Register documentation guidelines of the SHPO.
5. The term “National Register Multiple Property Submission” refers to the National Register Multiple Property Documentation Form and the National Register Form.
6. The term “Project Area” as used herein means the area bounded by Broadway, Fourth Street, St. Louis Avenue and Sixth Street.
7. The term “District” as used here means an area that possesses a historically significant concentration, linkage, or continuity of sites, buildings, structures, or objects united historically or aesthetically by plan or physical development.

City of Belleville, Illinois
 National Register Historic District
 Reassessment/Expansion
 Study Area



Legend

-  Existing NR District
-  Proposed Expansion



MEMO

To: Dallas B. Cook, City Clerk

From: Engineering Department

Date: July 17, 2014

Re: Motion for City Council Agenda July 21, 2014

Alderman Paul Seibert will make the following motions:

- 1. Preliminary Engineering Services Agreement (Demolition of 600 N. Illinois Street, 601 N. Illinois Street, 603 N. Illinois Street, 611 N. Illinois Street, and 15 West 'F' Street)**
Motion to approve Volkert in the amount of \$21,000.00. (TIF 3)
- 2. Streetlight at Alleyway between Erna and Jessie Street**
Motion to approve two light to be installed on two existing poles. Monthly cost for 250 Watt Sodium Vapor will be \$15.74/mo for each. (TIF 3)

Local Agency City of Belleville	L O C A L A G E N C Y	Preliminary Engineering Services Agreement	C O N S U L T A N T	Consultant Volkert, Inc.
County St. Clair				Address 1101 Eastport Plaza Drive
Section				City Collinsville
Project No.				State IL
Job No.				Zip Code 62234
Contact Name/Phone/E-mail Address Tim Gregowicz 618-233-6518 tgregowicz@belleville.net				Contact Name/Phone/E-mail Address Cindy Travis Mueller 618-381-7084 cindy.travismueller@volkert.com

THIS AGREEMENT is made and entered into this 1st day of July, 2014 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the PROJECT.

Project Description

Name	Demolition of 6 Structures	Route	Length	Structure No.
Termini	Located along N. Illinois St. and F St.			

Description Demolition of 6 structures along N. Illinois and F Streets located in St. Clair County. Please see attached ESTIMATE OF LABOR. Not to exceed amount of \$21,000.00

Agreement Provisions

I. THE ENGINEER AGREES.

1. To perform or be responsible for the performance, in accordance with STATE approved design standards and policies, of engineering services for the LA for the proposed improvement herein described.
2. To attend any and all meetings and visit the site of the proposed improvement at any reasonable time when requested by representatives of the LA.
3. To complete the services herein described within 60 calendar days from the date of the Notice to Proceed from the LA, excluding from consideration periods of delay caused by circumstances beyond the control of the ENGINEER.
4. The classifications of the employees used in the work should be consistent with the employee classifications and estimated man-hours shown in EXHIBIT A. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are indicated in Exhibit A to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
5. That the ENGINEER is qualified technically and is entirely conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated herein.
6. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections resulting from the ENGINEER's errors, omissions or negligent acts without additional compensation. Acceptance of work by the LA will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or for clarification of any ambiguities.
7. That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by the ENGINEER and will affix the ENGINEER's professional seal when such seal is required by law. Plans for structures to be built as a part of the improvement will be prepared under the supervision of a registered structural engineer and will affix structural engineer seal when such seal is required by law. It will be the ENGINEER's responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the STATE.
8. That the ENGINEER will comply with applicable federal statutes, state of Illinois statutes, and local laws or ordinances of the LA.

9. The undersigned certifies neither the ENGINEER nor I have:

- a. employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for me or the above ENGINEER) to solicit or secure this AGREEMENT,
- b. agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
- c. paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for me or the above ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
- d. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
- e. have not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property,
- f. are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (e) and
- g. have not within a three-year period preceding this AGREEMENT had one or more public transactions (Federal, State or local) terminated for cause or default.

10. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LA.

11. To submit all Invoices to the LA within one year of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement.

12. To submit BLR 05613, Engineering Payment Report, to the STATE upon completion of the project (Exhibit B).

13. Scope of Services to be provided by the ENGINEER:

- Make such detailed surveys as are necessary for the planning and design of the PROJECT.
- Make stream and flood plain hydraulic surveys and gather both existing bridge upstream and downstream high water data and flood flow histories.
- Prepare applications for U.S. Army Corps of Engineers Permit, Illinois Department of Natural Resources Office of Water Resources Permit and Illinois Environmental Protection Agency Section 404 Water Quality Certification.
- Design and/or approve cofferdams and superstructure shop drawings.
- Prepare Bridge Condition Report and Preliminary Bridge Design and Hydraulic Report, (including economic analysis of bridge or culvert types and high water effects on roadway overflows and bridge approaches).
- Prepare the necessary environmental and planning documents including the Project Development Report, Environmental Class of Action Determination or Environmental Assessment, State Clearinghouse, Substate Clearinghouse and all necessary environmental clearances.
- Make such soil surveys or subsurface investigations including borings and soil profiles as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations to be made in accordance with the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Administrative Policies, Federal-Aid Procedures for Local Highway Improvements or any other applicable requirements of the STATE.
- Analyze and evaluate the soil surveys and structure borings to determine the roadway structural design and bridge foundation.
- Prepare preliminary roadway and drainage structure plans and meet with representatives of the LA and STATE at the site of the improvement for review of plans prior to the establishment of final vertical and horizontal alignment, location and size of drainage structures, and compliance with applicable design requirements and policies.
- Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
- Complete the general and detailed plans, special provisions and estimate of cost. Contract plans shall be prepared in accordance with the guidelines contained in the Bureau of Local Roads and Streets manual. The special provisions and detailed estimate of cost shall be furnished in quadruplicate.
- Furnish the LA with survey and drafts in quadruplicate all necessary right-of-way dedications, construction easements and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.

II. THE LA AGREES,

1. To furnish the ENGINEER all presently available survey data and information
2. To pay the ENGINEER as compensation for all services rendered in accordance with this AGREEMENT, on the basis of the following compensation formulas:

Cost Plus Fixed Fee CPFF = 14.5%[DL + R(DL) + OH(DL) + IHDC], or
 CPFF = 14.5%[DL + R(DL) + 1.4(DL) + IHDC], or
 CPFF = 14.5%[(2.3 + R)DL + IHDC]

Where: DL = Direct Labor
IHDC = In House Direct Costs
OH = Consultant Firm's Actual Overhead Factor
R = Complexity Factor

Specific Rate X (Pay per element)

Lump Sum _____

3. To pay the ENGINEER using one of the following methods as required by 49 CFR part 26 and 605 ILC8 5/5-409:

With Retainage

- a) For the first 50% of completed work, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to 90% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- b) After 50% of the work is completed, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments covering work performed shall be due and payable to the ENGINEER, such payments to be equal to 95% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- c) Final Payment - Upon approval of the work by the LA but not later than 60 days after the work is completed and reports have been made and accepted by the LA and the STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

X Without Retainage

- a) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- b) Final Payment - Upon approval of the work by the LA but not later than 60 days after the work is completed and reports have been made and accepted by the LA and STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

4. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.).

III. IT IS MUTALLY AGREED,

1. That no work shall be commenced by the ENGINEER prior to issuance by the LA of a written Notice to Proceed.
2. That tracings, plans, specifications, estimates, maps and other documents prepared by the ENGINEER in accordance with this AGREEMENT shall be delivered to and become the property of the LA and that basic survey notes, sketches, charts and other data prepared or obtained in accordance with this AGREEMENT shall be made available, upon request, to the LA or to the STATE, without restriction or limitation as to their use.

3. That all reports, plans, estimates and special provisions furnished by the ENGINEER shall be in accordance with the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Administrative Policies, Federal-Aid Procedures for Local Highway Improvements or any other applicable requirements of the STATE, it being understood that all such furnished documents shall be approved by the LA and the STATE before final acceptance. During the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.
4. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without written consent of the LA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall not be construed to relieve the ENGINEER of any responsibility for the fulfillment of this agreement.
5. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the STATE; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
6. The payment by the LA in accordance with numbered paragraph 3 of Section II will be considered payment in full for all services rendered in accordance with this AGREEMENT whether or not they be actually enumerated in this AGREEMENT.
7. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LA, the STATE, and their officers, agents and employees from all suits, claims, actions or damages of any nature whatsoever resulting therefrom. These indemnities shall not be limited by the listing of any insurance policy.
8. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such material becomes the property of the LA. The LA will be responsible for reimbursement of all eligible expenses to date of the written notice of termination.
9. This certification is required by the Drug Free Workplace Act (30ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the State unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the State for at least one (1) year but no more than five (5) years.

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State, as defined in the Act.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- a. Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
 - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (a) abide by the terms of the statement; and
 - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- b. Establishing a drug free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's or contractor's policy of maintaining a drug free workplace;
 - (3) Any available drug counseling, rehabilitation and employee assistance program; and
 - (4) The penalties that may be imposed upon an employee for drug violations.
- c. Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- d. Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- e. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by,
- f. Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
- g. Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.



ESTIMATE OF LABOR

DATE: 08/03/14

FIRM NAME: Volkert, Inc.
 City of Belleville Section No. :
 PROJECT NAME: Demolition of 6 structures along N. Illinois and F Streets
 COUNTY(S): St. Clair
 VOLKERT PROJ.

TASK	Designer Proj Mngng	DC/QA	CADD	Inspector	TOTAL	Start / Finish	COMMENTS
SUMMARY OF HOURS BILLING RATES							
1 Preliminary Engineering	\$126	\$157	\$74	\$90	151	July - August 2014	
2 Bid Opening	119	8	24		14	August 2014	
	13	1					
TOTAL HOURS	132	9	24	165	167%		
Percentage of Total Labor							
	80%	5%	15%				
SUMMARY OF COSTS							
1 Preliminary Engineering	\$14,994	\$1,208	\$2,736		\$18,938		
2 Bid Opening	\$1,638	\$151			\$1,789		
REMBURSABLE COSTS							
	\$16,632	\$1,359	\$2,736		\$20,727		Direct Cost - Copies of Deliverables
1 Preliminary Engineering							
1.1 Provide project oversight	119	8	24		151		
1.2 Call for JULE locate and Utility Disconnect info	4				4		
1.3 Site visit to gather quantities and ck for septic, util loc	4				4		
1.4 Prepare plans and specs for demolition	56				56		
1.5 Coordinate with utilities and DOT Operations - Traf Sig	16				16		
1.6 Estimate of Cost and Time	16				16		
1.7 CADD			24		24		
1.8 Participate / Attend project meetings as needed	4				4		
1.9 QC/QA Plan and review	4	8			12		
1.10 Invoicing & Billing	3				3		
3.11							
2 Bid Opening							
2.1 Prepare bid forms	13	1			14		
2.2 Attend bid opening	6	1			7		
2.3 Award of bid notification	3				3		
2.4	2				2		
3.1							

**Illinois Power Average Lighting Cost
Based on 2007 Rates**

	<u>Lumens</u>	<u>Monthly Fixture Cost</u>	<u>Annual kWh</u>	<u>Avg Monthly Energy</u>	<u>Avg. Monthly Cost</u>
I. Street Lighting - Co. Owned					
Area					
Sodium Vapor 100	9500	\$7.59	504	\$2.97	\$10.56
Sodium Vapor 250	27500	8.66	1,200	\$7.08	\$15.74
Sodium Vapor 400	50000	8.97	1,880	\$11.09	\$20.06
Metal Halide 250	19500	10.92	1,176	\$6.94	\$17.86
Metal Halide 400	32000	10.92	1,800	\$10.62	\$21.54
Directional					
Sodium Vapor 250	27500	9.18	1,200	\$7.08	\$16.26
Sodium Vapor 400	50000	9.25	1,880	\$11.09	\$20.34
Metal Halide 250	19500	11.25	1,176	\$6.94	\$18.19
Metal Halide 400	32000	11.25	1,800	\$10.62	\$21.87
Decorative					
Sodium Vapor 100	9500	14.1	504	\$2.97	\$17.07
Metal Halide 175	14000	18.57	824	\$4.86	\$23.43
. Protective Lighting - Co. Owned					
Area					
Sodium Vapor 100	9500	7.59	504	\$2.97	\$10.56
Sodium Vapor 250	27500	8.66	1,200	\$7.08	\$15.74
Sodium Vapor 400	50000	8.97	1,880	\$11.09	\$20.06
Metal Halide 250	19500	10.92	1,176	\$6.94	\$17.86
Metal Halide 400	32000	10.92	1,800	\$10.62	\$21.54
Directional					
Sodium Vapor 250	27500	9.18	1,200	\$7.08	\$16.26
Sodium Vapor 400	50000	9.25	1,880	\$11.09	\$20.34
Metal Halide 250	19500	11.25	1,176	\$6.94	\$18.19
Metal Halide 400	32000	11.25	1,800	\$10.62	\$21.87
Decorative					
Sodium Vapor 100	9500	14.1	504	\$2.97	\$17.07
Metal Halide 175	14000	18.57	824	\$4.86	\$23.43



AIA[®]

Document G701™ – 2001

Change Order

PROJECT <i>(Name and address):</i>	CHANGE ORDER NUMBER: 001	OWNER: <input checked="" type="checkbox"/>
Belleville Public Library 2011 Improvements 121 East Washington Street Belleville, IL 62220	DATE: June 20, 2014	ARCHITECT: <input checked="" type="checkbox"/>
TO CONTRACTOR <i>(Name and address):</i>	ARCHITECT'S PROJECT NUMBER: 212153	CONTRACTOR: <input checked="" type="checkbox"/>
Century Service and Construction, Inc. 13 Horizon Drive Belleville, IL 62226	CONTRACT DATE: April 30, 2014	FIELD: <input type="checkbox"/>
	CONTRACT FOR: General Construction	OTHER: <input type="checkbox"/>

THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

1. Paint second floor crown molding. Add \$9,360.00
2. New copper gutters and D.S. on original East building and bronze steel on 1974 addition wth black iron D.S. covers on the copper D.S. Add \$21,346.81.
3. Replace (3) gravity roof vents. Add \$1,520.47
4. Credit for deleting Builders Risk Insurance. Deduct \$1,641.00.
5. Vinyl flooring and base in basement storage room - Add for ceramic base and grout to match existing. Add \$98.25.
6. Replace (4) damaged black stair nosings on stairwell stairs. Add \$467.82
7. Basement - Install door casing on (3) hollow metal door frames. Add \$1,568.50.
8. Exterior basement hollow metal door. Add \$1,782.11.
9. Prep, prime and paint West Branch exterior doors, post, electrical box and conduit. Add \$4,019.40.
10. Prep, prime and paint West Branch exterior Panel 15 Band. Add \$1,339.80.
11. Prep, prime and paint Main roof guardrail, roof hatch, electrical mount and stand. Add \$1,066.26.
12. Remove exterior screen shades on west end of 1974 addition. Add \$692.23.
13. Replace cracked brick on northwest corner of 1974 addition. Add \$1,221.50.
14. Replace lintels on double wide windows on north side of Library. Add \$2,160.43 each x 12 windows = \$25,925.16
15. Replace lintels on single wide windows on north side of Library. Add \$1,406.79 each x 2 windows = \$2,813.58.

The original Contract Sum was	\$	570,417.00
The net change by previously authorized Change Orders	\$	0.00
The Contract Sum prior to this Change Order was	\$	570,417.00
The Contract Sum will be increased by this Change Order in the amount of	\$	71,580.89
The new Contract Sum including this Change Order will be	\$	641,997.89

The Contract Time will be increased by Zero (0) days.

The date of Substantial Completion as of the date of this Change Order therefore is

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

MEMO

To: Dallas B. Cook, City Clerk

From: Traffic Committee

Date: July 17, 2014

Re: Motion for City Council Agenda July 21, 2014

Alderman White will make the following motions:

1. **CREATE A 'NO PARKING HERE TO CORNER' ON SOUTH HIGH STREET, EAST SIDE 52' FROM EAST MAIN FACE OF CURB**
2. **NEW SIGNAGE AT HENRY RAAB AND WASHINGTON SCHOOLS**
Motion to amend Chapter 52 of the Traffic Code for new signage at Henry Raab and Washington Schools.

HENRY RAAB SCHOOL

SOUTH 11TH STREET	NO CHANGE
UNION AVENUE	<p>SOUTH SIDE: ADD SIGN POST WITH NO PARKING SIGN AT 174' FROM THE FACE OF CURB ON SOUTH 13TH STREET.</p> <p>NORTH SIDE: NO CHANGE.</p>
RAAB AVENUE	<p>NORTH SIDE: ADD FIRE LANE UNATTENDED VEHICLE WILL BE TICKETED FROM SOUTH 11TH STREET TO SOUTH 13TH STREET ON EXISTING SIGN POSTS.</p> <p>SOUTH SIDE: NO CHANGE.</p>
SOUTH 13TH STREET	<p>EAST SIDE: ADD FIRE LANE UNATTENDED VEHICLES WILL BE TICKETED FROM RAAB AVENUE TO EXISTING HANDICAP PARKING USING EXISTING SIGN POSTS. REMOVE NO PARKING ANYTIME SIGNS.</p> <p>WEST SIDE: ADD NO PARKING FROM A POINT 65' FROM THE FACE OF CURB ON UNION AVENUE TO ALLEY. NO CHANGE FROM RAAB AVENUE TO ALLEY.</p>

WASHINGTON SCHOOL

ABEND	NO CHANGE.
SOUTH CHARLES STREET	<p>EAST SIDE: ADD 15 MINUTE PARKING M-F 7:30 A.M. 4:00 P.M. FROM EAST GARFIELD TO MONROE ON EXISTING SIGN POSTS.</p> <p>WEST SIDE: NO CHANGE</p>
EAST GARFIELD STREET	<p>NORTH SIDE: NO CHANGE</p> <p>SOUTH SIDE: REMOVE NO PARKING LOADING ZONES SIGNS. ADD 15 MINUTE PARKING M-F 7:30 A.M. - 4:00 P.M. USE EXISTING SIGNS PLUS ADD SIGN POSTS 62', 100' AND 182' FROM FACE OF CURB ON SOUTH CHARLES STREET.</p>
EAST MONROE STREET	<p>NORTH SIDE: REMOVE NO PARKING LOADING ZONE SIGNS ADD 15 MINUTE PARKING M-F 7:30 A.M. - 4:00 P.M. USE EXISTING SIGNS PLUS ADD SIGN POSTS AT 42', 154' AND 242' FROM FACE OF CURB ON SOUTH CHARLES STREET.</p> <p>SOUTH SIDE: NO CHANGE</p>

CITY OF BELLEVILLE, ILLINOIS

MARK W. ECKERT, Mayor
101 South Illinois Street
Belleville, IL 62220-2105
Phone: 618-233-6810



MEMORANDUM

**TO: Aldermen, City of Belleville
City Department Heads
City Clerk Dallas Cook
City Treasurer Dean Hardt**

FROM: Mayor Mark W. Eckert *MWE.*

DATE: Thursday, July 17, 2014

SUBJECT: 407 E. Lincoln – Estimate for Joshua Mandell and the Lawrence Group services

Below are estimates provided from Joshua Mandell and the Lawrence Group for their services to complete drawings necessary for ADA improvements at 407 E. Lincoln.

- Estimated hours to complete task (sealed, biddable drawings for use by City in securing proposals from Contractors to renovate 407 E. Lincoln, as well as securing permit from City):
42 hours maximum
Note: targeting to complete in fewer; possibly **35 hours** or less.
- Estimated maximum fee: **\$4,575.00**
If target fewer hours are achieved, total cost would be **±\$3,900.00**
- The above estimated time / fee takes into account the latest direction from City with respect to scope at 407 E. Lincoln, as of 03 July 14.

Thank you.



BELLEVILLE FIRE DEPARTMENT

1125 South Illinois Street
Belleville, IL 62220
Phone (618) 234-2236
Fax (618) 277-0105



THOMAS POUR
Fire Chief
tpour@belleville.net

ARTHUR JACOBS
Deputy Fire Chief / Training
ajacobs@belleville.net

J. P. PENET
Assistant Fire Chief / Fire Prevention
jpenet@belleville.net

Belleville Fire Department Elected Officials Fire Academy

Week 1 -- Belleville Fire Department overview (staffing, apparatus, procedures and tour all four stations)

Week 2 -- Fire Suppression (fire extinguisher training, bunker gear, hose line, fire investigation, chewy demo)

Week 3 -- Fire Prevention- Inspection (survive alive house, pluggie, company inspections, plan review)

Week 4 -- Auto extrication, water rescue, technical rescue (hands on auto extrication)

Week 5 -- CPR/AED

Kathy Range

From: Wunderlich, John [jwunderlich@bnd.com]
Sent: Wednesday, July 02, 2014 8:52 AM
To: krange@belleville.net; Darrell Coons
Subject: Sidewalk Sale

Kathy,
I would like to get the Sidewalk Sale for the Belleville Merchants on the July 21st City Council Agenda for approval.

The Sidewalk Sale will be:
Friday August 1st
Saturday August 2nd
8am to 7pm both days.

If you need anything else just let me know.

John Wunderlich
Account Executive
Belleville News Democrat
120 South Illinois St.
Belleville, IL 62220
618-239-2632

Sales Asst.
Angie Hasamear
618-239-2508



Command Post - O'Fallon Progress and Highland Newsleader



Tuesday, July 8, 2014

Dear Dallas Cook,

My name is Ashley Crompton. I am the director of Royal Family Kids' Camp. A non for profit organization that takes 70 plus children in foster care and group homes to a week of camp in June. It's a week where children who have been abused, neglected, and removed from their homes can come and feel love, safe, and a part of a family. It's a week where kids can just be kids and the healing process can begin. Each year we take children from the Illinois side of the Mississippi River throughout Southern Illinois to a week of Royal Family Kids' Camp free of charge. We spend the week tubing, making crafts, singing songs, riding horses, playing games, and so much more. Every night we hold a special event where the kids get to take part in a talent show, science shows, fishing, makeovers, and so much more. One special night we celebrate every campers birthday with cake and presents. Our goal is to spend the week creating positive memories in the lives of these children. For additional information on RFK Camp please visit www.ilrfkc.org.

In order to take 70 plus kids to camp the summer of 2015 we must raise \$35,000. I have been in contact with Jim Schneider planning a 5K race, The Royal Run, in Belleville, IL on Saturday, March 21, 2015 beginning at 9:00A.M. The race would follow the same course as the 9-11 Memorial Walkway 5K Run/Walk. It would begin and end at Optimist Park. I have included the map at the end of this letter. I have the check off list from last year on who I need to contact such as the railroad about crossing the tracks on 3rd street by Monroe, Police department, Bus Company, etc . I have contacted Jules Hunter from the Character run to make sure they would not be using this date as they have in the past. Mike Toolen has agreed to run the race for us. I am now seeking approval to hold this event on March 21st at 9:00 A.M. in the Belleville, IL.

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

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

For His Kids,

Ashley Crompton

5K Run/Walk Route Map



Legend

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



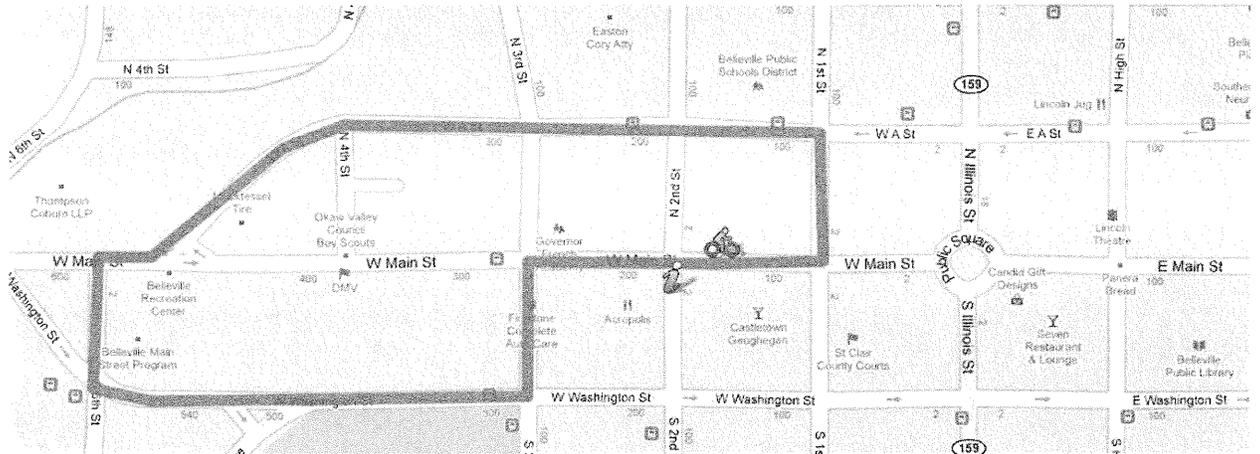
Linda Fields, City Clerk
City of Belleville
101 South Illinois St.
Belleville, Illinois 62220
Letter of Request:

The purpose of this letter is to request permission and support in staging a competitive cycling event in the City of Belleville on August 17th, 2014. Velo Force Racing Team, a USA Cycling permitted racing team, in partnership with Big Shark Bicycle Company are interested in bringing the excitement of competitive cycling, as well as families, fans and athletes from around the bi-state region back to Belleville for a fourth year.

Our long term vision was to create an event that will become a regularly scheduled free-to-the public sporting event in downtown Belleville. In an effort to boost both spectator attendance and the number of participants we are proposing the event be moved from the end of April to mid-August to avoid the wet weather that has kept the event from realizing its potential. We still believe we have a great base of support in the Belleville community and hope that the August event date in conjunction with a partnership with the local community organization Get Up and Go! will expand the event and draw more people into the downtown restaurant and shopping district, spread the message of 'active living,' and compliment the City's calendar of community events.

Our proposed race course will use the following streets:

1. Finish Line and staging between 2nd St. and 1st St. on West Main Street- with a counter clockwise race direction.
2. North on 1st St. (Left Turn)
3. West on West A Street (Left Turn)
4. West on West Main Street. (Right Turn)
5. South on South 6th Street. (Left Turn)
6. East on West Washington Street (Left Turn)
7. North on South 3rd Street (Left Turn)
8. East on West Main Street (Right Turn).



As we have in the past we will try to execute a very competitive, safe event that will feature competitive cycling events for Children ages 3-12, amateur, elite and professional cyclists. We would like to have the above named roads on August 17th, 2014 from 6:30 am until 5:00 pm at night. We would like to have a section of West Main, from the announcers stand to 1st Street closed for about 15 minutes post event to conduct awards. With the exception of this section of road, the race course can be opened to normal traffic as soon as the final race is over. We have requested the use of some resources from the City of Belleville Parks and Recreation Department. We are willing and capable of operating the race without any financial support from the City of Belleville.

Please let us know if there are any concerns or objectives regarding the event. We are considering the event name, "The Belleville Bicycle Race," which, while pretty straightforward, will literally define the nature of the event.

Thank you for your consideration,

Louis Stiffelman
Velo Force Racing
11686 Lackland Rd.
St. Louis MO 63146
Cell: 314.910.0425
Work: 314.429.0926 xt113

RESOLUTION NO. 3196

**A RESOLUTION AUTHORIZING INTERGOVERNMENTAL AGREEMENT
FOR PROPERTY TRANSFERS BETWEEN CITY OF BELLEVILLE, ILLINOIS
AND ST. CLAIR COUNTY PUBLIC BUILDING COMMISSION**

Whereas, the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*) and the intergovernmental cooperation provisions of the Illinois Constitution permit units public agencies to contractually cooperate in the exercise of powers and functions;

Whereas, Section 2 of the Illinois Local Government Property Transfer Act (50 ILCS 605/2) permits a municipality to transfer real property to another municipality upon such terms as their corporate authorities may agree;

Whereas, the St. Clair County Public Building Commission is a “public agency” within the meaning of Section 2 of the Illinois Intergovernmental Cooperation Act (5 ILCS 220/2) and a “municipality” within the meaning of Section 1(c) of the Illinois Local Government Property Transfer Act (50 ILCS 605/1);

Whereas, the City of Belleville, Illinois is a “public agency” within the meaning of Section 2 of the Illinois Intergovernmental Cooperation Act (5 ILCS 220/2) and a “municipality” within the meaning of Section 1(c) of the Illinois Local Government Property Transfer Act (50 ILCS 605/1);

Whereas, the St. Clair County Public Building Commission and the City of Belleville, Illinois desire to transfer certain properties as set forth in the Intergovernmental Agreement attached hereto as Exhibit A;

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

Section 1. The Mayor and City Clerk are hereby authorized and directed to execute an Intergovernmental Agreement substantially in the form of Exhibit A attached and approved by the City Attorney, and take such actions necessary to consummate the property transfers required thereby.

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

PASSED by the City Council of the City of Belleville, Illinois, on this 21st day of July, 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 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 22nd day of July, 2014.

MAYOR

ATTEST:

CITY CLERK

RESOLUTION NO. 3197

A RESOLUTION AUTHORIZING
INTERGOVERNMENTAL AGREEMENT
CONCERNING BIKE TRAIL

Whereas, the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*) and the intergovernmental cooperation provisions of the Illinois Constitution permit units public agencies to contractually cooperate in the exercise of powers and functions;

Whereas, St. Clair County, Illinois, the City of Belleville, Illinois, the Township of Stookey, the Township of Centreville and the Signal Hill Fire Protection District are each a "public agency" within the meaning of Section 2 of the Illinois Intergovernmental Cooperation Act (5 ILCS 220/2);

Whereas, St. Clair County, Illinois, the City of Belleville, Illinois, the Township of Stookey, the Township of Centreville and the Signal Hill Fire Protection District desire to memorialize the maintenance, police protection and fire protection responsibility for the bike trail as set forth in the Intergovernmental Agreement attached hereto as Exhibit A;

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

Section 1. The Mayor and City Clerk are hereby authorized and directed to execute an Intergovernmental Agreement substantially in the form of Exhibit A attached and approved by the City Attorney, and take such actions necessary to consummate the property transfers required thereby.

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

PASSED by the City Council of the City of Belleville, Illinois, on this 21st day of July, 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 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 22nd day of July, 2014.

MAYOR

ATTEST:

CITY CLERK

INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement ("Agreement") is made and entered into on this _____ day of July, 2014, by and between St. Clair County, Illinois ("County"), City of Belleville, Illinois ("City"), the Township of Stookey ("Stookey Township"), Township of Centreville ("Centreville Township"), and Signal Hill Fire Protection District ("District").

RECITALS

WHEREAS, the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*) and the intergovernmental cooperation provisions of the Illinois Constitution permit units public agencies to contractually cooperate in the exercise of powers and functions;

WHEREAS, the County, the City, Stookey Township, Centreville Township and the District are each a "public agency" within the meaning of Section 2 of the Illinois Intergovernmental Cooperation Act (5 ILCS 220/2);

WHEREAS, the County, the City, Stookey Township, Centreville Township and the District desire to memorialize the maintenance, police protection and fire protection responsibility for the bike trail depicted on Exhibit A attached hereto;

NOW, THEREFORE, pursuant to the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*), the intergovernmental cooperation provisions of the Illinois Constitution, the County, the City, Stookey Township, Centreville Township and the District understand and agree as follows:

1. The City shall maintain the bike trail depicted in on Exhibit A attached in resurfacing, repairing, mowing, tree trimming, tree pruning and signal repair, and the City shall further provide police protection and fire protection on such bike trail.
2. Upon approval and full execution of this Agreement, the City shall submit a copy of same to the St. Clair County 9-11 Board along with a map detailing the boundaries of the bike trail depicted in Exhibit A attached hereto.
3. This Agreement contains all terms and conditions agreed upon, and there are no condition, representations, warranties, covenants, or agreements not contained in this Agreement. Any subsequent conditions, representations, warranties, covenants or agreements will not be valid and binding on the parties unless in writing and signed by all parties.
4. This Intergovernmental Agreement shall become effective and binding upon its valid approval by the County, the City, Stookey Township, Centreville Township and the District and full execution below.

The parties agree to the above terms by signing below.

St. Clair County, Illinois

By: _____ Date: _____
Mark Kern
County Board Chairman

City of Belleville, Illinois

By: _____ Date: _____
Mark Eckert
Mayor

Township of Stookey

By: _____ Date: _____
David Bone
Supervisor

Township of Centreville

By: _____ Date: _____
Curtis McCall
Mayor

Signal Hill Fire Protection District

By: _____ Date: _____

ORDINANCE NO. 7797

A ZONING ORDINANCE IN RE CASE #43JUN14

Donna Gonzalez

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 use the accessory structure as a residence at 3912 Summit St. (PPN: 08-17.0-116-089) 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 use the accessory structure as a residence at 3912 Summit St. (PPN: 08-17.0-116-089) located in an A-1 Single Family Zoning District is hereby granted with the following stipulation: (Applicable portion of zoning code: 60-6-4)

1. The accessory structure is to be used as a residence for family members only, and not rented to the general public.

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. 7798

AN ORDINANCE AUTHORIZING LEASE
BETWEEN CITY OF BELLEVILLE, ILLINOIS
AND ART ON THE SQUARE FOUNDATION, INC.

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

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

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

Section 1. Pursuant to Section 11-76-1 of the Illinois Municipal Code, this City Council, finding that the City's property located at 30 Public Square, Belleville, Illinois is unnecessary for its use, authorizes the lease of such property to Art on the Square Foundation, Inc., in the best interest of the City, on the terms and conditions set forth in the Lease attached hereto as Exhibit A.

Section 2. The Mayor and City Clerk are hereby authorized and directed to execute a Lease substantially in the form of Exhibit A attached and approved by the City Attorney.

Section 3. This Resolution shall be effective immediately upon its passage by the City Council and approval by the Mayor as provided by law.

PASSED by the City Council of the City of Belleville, Illinois, on this 21st day of July, 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 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 22nd day of July, 2014.

MAYOR

ATTEST:

CITY CLERK