

CITY FLAG
DESIGNED BY
FREDERICK I. LANGE
JULY 6th 1854

**CITY COUNCIL AGENDA
CITY OF BELLEVILLE, IL
AUGUST 18, 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. MAYOR ECKERT WILL RECOMMEND THE FOLLOWING APPOINTMENT TO THE DOWNTOWN DEVELOPMENT/REDEVELOPMENT COMMISSION FOR A 4- YEAR TERM : JEFF RENNER.

8. APPROVAL OF MINUTES

A. REGULAR COUNCIL MEETING AUGUST 4, 2014

9. CLAIMS, PAYROLL & DISBURSEMENTS

10. REPORTS

A. ZONING BOARD OF APPEALS

1. **49-AUG14 – CHELAR TOOL & DIE – REQUESTING AN AREA/BULK VARIANCE IN ORDER TO EXPAND THE EXISTING FACILITY ONTO 17 N FLORIDA AVE (08-22.0-419-017). THE APPLICANT HAS REQUESTING TO INCREASE THE MAXIMUM LOT COVERAGE FROM 75% TO 100% AND TO DECREASE THE FRONT, SIDE, AND REAR SETBACK REQUIREMENTS FRO 25' EACH TO 0' EACH. THE PROPERTY IS LOCATED IN A D-2 HEAVY INDUSTRY DISTSRICT. (APPLICABLE PORTION OF THE ZONING CODE 60-6-81) **ORDINANCE NO. 7801****

IT IS THEREFORE THE RECOMMENDATION OF THE ZONING BOARD OF APPEALS THAT THE REQUESTED AREA/BULK VARIANCE BE APPROVED BY A UNANIMOUS VOTE OF ALL MEMBERS PRESENT

2. **50-AUG14 – CHELAR TOOL & DIE - REQUESTING A USE VARIANCE IN ORDER TO EXPAND THE EXISTING PARKING LOT AT 8 FLORIDA AVE ONTO THE PROPERTY AT 12 FLORIDA AVE (08.22.0-420-046), WHICH IS LOCATED IN AN A-1 SINGLE FAMILLY ZONING DISTRICT. (APPLICABLE PORTION OF THE ZONING CODE: 60-6-4) **ORDINANCE NO. 7802****

IT IS THEREFORE THE RECOMMENDATION OF THE ZONING BOARD OF APPEALS THAT THE REQUESTED AREA/BULK VARIANCE BE APPROVED BY A UNANIMOUS VOTE OF ALL MEMBERS PRESENT

3. **51-AUG-14 SUZANNE SMITH, SUZANNE'S MISSING PIECES** – REQUESTING A SIGN INSTALLATION PERMIT IN THE AREA OF SPECIAL CONTROL IN ORDER TO PLACE ONE FLUSH MOUNTED SIGN TOTALING 30 SQ. FT. AT 104 E. MAIN ST. LOCATED IN A C-2 HEAVY COMMERCIAL ZONING DISTRICT. (APPLICABLE PORTION OF SIGN CODE: 53-4-6) **ORDINANCE NO. 7803**

IT IS THEREFORE THE RECOMMENDATION OF THE ZONING BOARD OF APPEALS THAT THE REQUESTED USE VARIANCE BE APPROVED BY A UNANIMOUS VOTE OF ALL MEMBERS

4. **52-AUG14-JAMES HETTENHAUSEN-** REQUESTING AN AREA/BULK VARIANCE IN ORDER TO BUILD A CARPORT AT THE END OF THE HOUSE SIX INCHES FROM THE SIDE OF THE PROPERTY LINE AT 530 GARDEN BLVD. LOCATED IN AN A-1 SINGLE FAMILY RESIDENTIAL ZONING DISTRICT (APPLICABLE PORTION OF ZONING CODE: 60-3-18) **ORDINANCE NO. 7804**

IT IS THEREFORE THE RECOMMENDATION OF THE ZONING BOARD OF APPEALS THAT THE REQUESTED SIGN INSTALLATION PERMIT FOR AREA OF SPECIAL CONTROL BE APPROVED BY A UNANIMOUS VOTE OF ALL MEMBERS PRESENT

B. HOUSING REPORT OF CASH RECEIPTS FOR FY 2014-2015.

11. ORAL REPORTS FROM STANDING COMMITTEES, SPECIAL COMMITTEES, AND ANY OTHER ORAL REPORTS FROM THE ELECTED OFFICIALS OR STAFF.
 - A. SOLICITOR LICENSE REQUEST FOR WILLIAM D. NIEMANN TO SOLICIT AT&T U-VERSE.
 - B. SOLICITOR LICENSE REQUEST FOR CHARLES I. RICHARDS TO SOLICIT INVESTMENTS WITH EDWARD JONES.
 - C. ALDERMAN KINSELLA WILL MAKE A MOTION ON BEHALF OF THE ECONOMIC DEVELOPMENT COMMITTEE:
 1. CONSIDER APPROVAL OF A DEVELOPMENT AGREEMENT WITH MAC MEDICAL FOR THE REMODELING OF THE EXISTING FACILITY LOCATED AT 325 WEST MAIN ST.
 2. CONSIDER APPROVAL OF A DEVELOPMENT AGREEMENT WITH PRO-PACK TESTING LABORATORY, INC FOR A WAREHOUSE ADDITION AT 2385 AMANN DR.
 - D. ALDERMAN HEISLER WILL MAKE THE FOLLOWING MOTIONS ON BEHALF OF THE MASTER SEWER COMMITTEE:

1. ACCEPT DISBURSEMENT REQUEST NO. 1 FROM CRAWFORD, MURPHY & TILLY, INC FOR THE EAST CREEK WATERSHED SSO RELIEF IMPROVEMENTS IN THE AMOUNT OF \$248,319.54.
2. ACCEPT ENGINEERING PROPOSAL FROM THOVENOT, WADE AND MOERCHEN, INC IN THE AMOUNT OF \$936,805.00 FOR LCTP PHASE IV.

E. PARKS AND RECREATIONS BOARD WILL MAKE THE FOLLOWING MOTIONS :

1. A MOTION TO CONSIDER APPROVAL OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF BELLEVILLE AND THE NATIONAL RECREATION AND PARK ASSOCIATION REGARDING A GRANT FROM THE AMERICAN WATER CHARITABLE FOUNDATION FOR THE BELLEVUE PARK NATURE PLAY AREA PROJECT.
2. A MOTION TO APPROVE THE CUNNINGHAM RECREATION GAME TIME BID FOR THE PURCHASE OF PLAYGROUND PROJECT FOR BICENTENNIAL PARK, AWARDED GRANT FROM ST. CLAIR COUNTY PARKS. US COMMUNITIES PROGRAM IS A NONPROFIT GOVERNMENT PURCHASING COOPERATIVE. PROJECT TOTAL IS \$28,670.85.

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

1. **EAST C STREET** – CONSIDER APPROVAL OF LOW BIDDER HANK'S IN THE AMOUNT OF \$255,572.28. (TIF 3 FUNDS)
2. **SOUTH 8TH STREET** – CONSIDER APPROVAL OF LOW BIDDER HANK'S IN THE AMOUNT OF \$634,444.15. (TIF 3 FUNDS)
3. **2014 ASPHALT PATCH** – CONSIDER APPROVAL OF LOW BIDDER KEELEY & SONS IN THE AMOUNT OF \$183,594.35. (TIF/MFT FUNDS)
4. **FREEBURG AVENUE ROUNDABOUT** – MOTION TO APPROVE KASKASKIA ENGINEERING FOR DESIGN AND CONSTRUCTION MODIFICATION IN THE AMOUNT OF \$29,600.00 .(TIF 3)
5. **INTERSECTION IMPROVEMENT AT WEST MAIN & 23RD ST** – MOTION TO APPROVE EFK MOEN, LLC FOR DESIGN IN THE AMOUNT OF \$29,150.00 .(TIF 3)

6. **12 WEST C STREET – MOTION TO APPROVE VOLKERT, INC. IN THE AMOUNT OF \$16,700.00 .(REAL ESTATE SERVICES)**
 7. **12 WEST C STREET - MOTION TO APPROVE VOLKERT, INC. IN THE AMOUNT OF \$9,546.00 .(PARKING LOT)**
 8. **STREET AT ALLEYWAY BETWEEN ERNA AND JESSIE STREET – 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)**
12. COMMUNICATIONS FROM MAYOR, CLERK, OR OTHER CITY OFFICIALS
- A. COMMUNICATION FROM CHIRO-MED TO HOLD THEIR 5TH ANNUAL CHIRO-MED 5K RUN/WALK AND THEIR 3RD ANNUAL MAIN STREET MILE ON JANUARY 24, 2015 AT LINDENWOOD AT 9 AM. 2 POLICE OFFICERS WILL BE NEEDED AGAIN ALONG WITH THE WONDERFUL HELP FROM THE STREET DEPARTMENT.
 - B. COMMUNICATION FROM CHILDREN'S DYSLEXIA CENTER- SOUTHERN ILLINOIS, A SCOTTISH RITE CHARITY, RECOGNIZE THEIR ANNUAL WALK TO BE HELD OCTOBER 11, 2014 FROM 10:00AM TO 1:00PM .
 - C. COMMUNICATION FROM NIGHT MOVES OF BELLEVILLE AT 900 McCLINTOCK AVE. TO HOLD THEIR 9TH YEAR ANNIVERSARY PARTY ON AUGUST 23, 2014. THEY WOULD LIKE TO CLOSE THE ROAD FROM THE CORNER OF McCLINTOCK AND WABASH FROM 10:00AM TO 9:00PM THEY WILL NEED 6 BARRICADES.
 - D. COMMUNICATION FROM TAVERN ON MAIN, REQUESTING THE USE OF THE PATIO & PICNIC TABLES AT THE CORNER OF CHURCH STREET & E MAIN STREET TO HOST DIVA NIGHT, THURSDAY, AUGUST 21ST FROM 6:00 – 11:00PM. THEY WOULD LIKE TO RESERVE THE SPACE AND THE PORTION OF CHURCH STREET FROM THE ALLEY SOUTH TO EAST MAIN FOR SAFETY PURPOSES. THEY WILL TAKE RESPONSIBILITY FOR CLEANING THE AREA AND PLACE ALL TRASH IN OUR DUMPSTER.
13. PETITIONS
14. RESOLUTIONS

- A. RESOLUTION NO. 3198 – A RESOLUTION WHEREAS THE CITY OF BELLEVILLE ART ON THE SQUARE IS SPONSORING THEIR EVENT MAY 14- 17, 2015.
- B. RESOLUTION NO. 3199 – A RESOLUTION WHEREAS THE ART ON THE SQUARE IS SPONSORING A WINE, DINE & JAZZ FESTIVAL IN THE CITY OF BELLEVILLE ON JUNE 26 & 27, 2015.

15. ORDINANCES

- A. ORDINANCE NO. 7801 – A ZONING ORDINANCE IN RE CASE #49AUG14 CHELAR TOOL
- C. ORDINANCE NO. 7802 – A ZONING ORDINANCE IN RE CASE #50AUG14 CHELAR TOOL
- D. ORDINANCE NO. 7803 – A ZONIG ORDINANCE IN RE CASE #51AUG14 SUZANNE SMITH/SUZANNE’S MISSING PIECES
- E. ORDINANCE NO. 7804 – A ZONING ORDINANCE IN RE CASE #52AUG14 JAMES HETTENHAUSEN

16. UNFINISHED BUSINESS

A. ZONING BOARD OF APPEALS ADVISORY REPORT

- 1. **48-JUL14-TDL GROUP, INC.** – REQUESTING A SPECIAL USE PERMIT IN ORDER TO USE THE PROPERTY AT 212 TURNING LEAF AS A COMMUNITY INTEGRATED LIVING ARRANGEMENT (CILA) FOR FOUR (4) UNRELATED ADULTS WITH INTELLECTUAL DISABILITES IN A C-4 COMMERCIAL DISTRICT. (APPLICABLE PORTION OF ZONING CODE: 60-6-63)
- 2. ORDINANCE NO. 7799 – A ZONING ORDINANCE RE CASE #48JUL14-TDL GROUP INC.

17. MISCELLANEOUS & NEW BUSINESS

- A. MOTOR FUEL CLAIMS IN THE AMOUNT OF \$28,928.54.

- B. THE CITY COUNCIL MAY GO INTO EXECUTIVE SESSION TO DISCUSS PERSONNEL, LITIGATION, AND PROPERTY ACQUISITION.
 - C. MOTION(S) TO APPROVE 2 WORKERS COMPENSATION SETTLEMENTS.
 - D. MOTION TO APPROVE A MEMORANDUM OF UNDERSTANDING WITH THE TEAMSTER, PETROLEUM AND ALLIED TRADES, LOCAL UNION NO. 50.
18. ADJOURNMENT (ALL QUESTIONS RELATING TO THE PRIORITY OF BUSINESS SHALL BE DECIDED BY THE CHAIR WITHOUT DEBATE, SUBJECT TO APPEAL.)

CITY OF BELLEVILLE, ILLINOIS

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



MEMORANDUM

TO: City of Belleville Elected Officials

FROM: Mark W. Eckert, Mayor *MWE.*

DATE: Wednesday, August 13, 2014

SUBJECT: Recommendation for Downtown Development/Redevelopment Commission

I am recommending Jeff Renner to fill a vacancy on the Downtown Development/Redevelopment Commission for a four year term. Mr. Renner's qualifications are attached. I am confident that Jeff will be a great asset to the Commission.

Please feel free to contact me should you have any questions.

Thank you.

JEFFREY T. RENNER

I have been a Belleville CPA for over 36 years with Moore, Renner & Simonin, P.C.
My wife is Dr. Kathie Renner. We have three sons.

EDUCATION

Graduate of Cathedral Grade School, Althoff Catholic High School and Southern Illinois University with a Bachelor of Science Degree in Accounting.

VOLUNTEER ORGANZATIONS

Former Board Member and past President of the YMCA of Southwest Illinois.

Former member of the United Way of Greater St. Louis Allocations Committee.

Former member of the Finance Council of the Catholic Diocese of Belleville.

MEMBERSHIPS

American Institute of CPAs
Illinois Society of CPAs
Missouri Society of CPAs

**CITY OF BELLEVILLE, ILLINOIS
REGULAR CITY COUNCIL MEETING MINUTES
COUNCIL CHAMBERS – CITY HALL
AUGUST 4, 2014 – 7:00 PM**

Mayor Mark Eckert called this meeting to order.

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

Mayor Eckert 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, Ken Kinsella, Melinda Hult, Janet Schmidt, Gabby Rujawitz, Kent Randle, Johnnie Anthony, Jim Davidson, Phillip Silsby, Paul Seibert, Bob White, Trent Galetti, James Musgrove, Joe Orlet and Lillian Schneider.

Alderman Hayden was excused.

ROLL CALL DEPARTMENT HEADS

Roll Call Department Heads: City Attorney Garrett Hoerner, Ken Vaughn, Royce Carlisle, Tim Gregowicz, Leander Spearman, Bob Sabo and Debbie Belleville.

Department Heads: Police Chief Bill Clay, Fire Chief Tom Pour, Emily Fultz, Jamie Maitret, Jim Schneider and Chuck Schaffer were all excused.

PLEDGE

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

PUBLIC PARTICIPATION

Mayor Eckert explained the disaster procedures.

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.

Phil Elmore of 1106 E Main Street stated that the residents of the Seventh Ward have dealt with a situation of group home before. As a past Alderman he wanted to express some of the

concerns that they have had to deal with. They would drop off and pick up their cliental at all hours during the day, car honking, group meetings and additional foot traffic. The residents of Green Mount Manor have legitimate concerns. It is unfortunate that there was not a group home in place when they purchased their home. However, participants in the TDL program have right as well. This is a very tough decision. Mr Elmore stated that he would not recommend voting on it until groups have a chance to sit and down and discuss this. He would recommend tabling this.

Joe Yanicheck of 179 St. Sabre Drive in Swansea, however his daughter is a resident of Belle Manor, another group home in Belleville. He wanted to express his support for the CILA (Community Integrated Living Arrangement) that is being proposed for this living facility. Mr. Yanicheck asked that we remember that these people are no different than all of us except that they have a disability. A lot of these residents hold jobs and that is the traffic of them coming and going.

Paul Dutton of 2572 Wintercreek Drive spoke and explained that he is a disabled Vietnam Veteran and that his concern is not that they are disabled. His concerns are that they were sold property that was granted an exception as single family residence. This will be a residence, but not a single family. His question is , *"Just how many exceptions there can be to the exception"*.

Tonya Lindsey of 11340 Arcadia Lake, Marion, IL, who is the owner of TDL Group, explained that they have 13 homes in Southern Illinois. One of the homes are here in Belleville and have 16 residents living there. Ms Lindsey is in the process of signing a downsize agreement with the State of Illinois. Because of this 8 people will stay in that home and the other eight must move out. Four of those people have chosen to move into the home on Turning Leaf Rd and if denied they will have no where to live. All 4 of these people are long time Belleville residents and in fact have all attended and graduated from Belleville East High School. The residents and staff have all been screened and have been background checked.

Seth Miller of 2748 Autumn Harvest asked what are the laws and regulations regarding residential property being used as commercial purpose and is TDL a for profit organization, and if not, isn't there service more commercial in nature? Also stated that he feels the communication between the neighbors and TDL Group was not acceptable.

Linda Yanicheck of 179 St Sabre Dr. Swansea, IL expresses their concerns before placing their daughter in a group home and how wonderful the experience is for her and them. The residents are kind and gentle, have very organized schedules. And they have to work a job to be apart of this program. These residents are Special Olympians, young adults wanting to live their life in a normal environment.

Yolanda Ellison of 2725 Autumn Harvest Lane - a single parent – has concerns and is speaking of living in a situation in a neighborhood in NC. In her situation the group home was behind their house. One of the residents felt secure enough to leave their property and come across onto this familys property and after a couple of times, enter the home to use the phone.

Ms Ellison stated that she purchased this property because it was a single family dwelling, a nice place to raise our children. A elementary school is being built as this is being discussed. She said that she believes that everyone has equal rights, however she is questioning her rights since she purchased it as a single family home.

Christina O'Neill of 1046 Carneige Knoll of O'Fallon, IL stated that she does not live in the subdivision, but that she has an 18 year old daughter that has Autism and does not speak. She stated that she has been reading in the paper about the feelings and concerns with both sides of this and would hope neighbors of both sides could work together. She said it is so upsetting that people still have the same fears and feeling as they were in her grandparents days.

Errick & Jacqueline Owens of 2744 Autumn Harvest Lane stated that they have nothing against the disability of the people, they are upset because of the lack of communication. They also have a petition (Exhibit A) that they presented to the Council with 37 names that also object to the approval of this special permit use for CILA purposes.

John Dilloplain of 210 Summerlin Ridge, O'Fallon, stating that his son is one of the people for this home. He explained that these people are not related, but they certainly operate as a family. The four residents that are to be living there have been together for 20 years. His son works for McDonalds and has been a participant in the Special Olympics. His hopes are that the neighbors would meet with these residents to reassure you that they would make good neighbors and he feels that your concerns would be put to rest.

Samantha Harpel of 201 Turning Leaf Circle – would like to address a couple of things – her concern is with the group home not communicating with the residents of the subdivision. She questions the integrity and actions of the people from TDL not the residents of the home.

Tamara & Deion Whittington of 2741 Autumn Harvest Lane expressed gratitude to everyone in attendance and stated that their hearts goes out to everyone with family members involved and that they also have a family member with disability. Their concern is that the association did not know of this.

Lynn Jarman of 450 N 39th St – Executive Director of Link who services people who have a variety of disabilities. She stated that she feels that the conversation at this meeting was discrimination against people with disabilities. But that she believes that the community and group home could live side by side with all wanting the same things.

Christopher Anderson of 108 Chestnut Grove Circle in the Green Mount Manor – employs individuals with disabilities – he explains that this is not just a group of homes but a community, which also means communication. He believes that it is the noble thing to do to have this home wanting it to be apart of the community and not just an institution placed in the middle of the neighborhood.

Stewart Lannert of 318 S 29th made a suggestion of using the lot behind Moto Mart on West Main and 6th St.

Angelet Mosely of 2641 Commons Parkway expresses that she doesn't believe that anyone in her community is against any individual with disability. However, stories of testimonials are not what is needed. Communication is what is lacking. Going forward she hopes that they can discuss process and programs. She stated that she doesn't think that if this program was more pro-active that they would have the lack of communication or that she would hear the concerns of the community members. She also commented on how to change the Ordinances so that the Home Owners Association be contacted in the future.

Mayor Eckert explained the connection that the Community Development Department is doing with the Neighborhood Watch Groups and the communication that is so helpful with our residents.

Landon King of 2708 Autumn Harvest Lane expresses the concerns of their community is basically the unknown.

Tammy Hillier of 1046 Carneige Knoll Dr in O'Fallon said that all she has heard is that it is not discrimination or that they don't have anything against people with disabilities, however when the gentleman that spoke before talked about plopping them down in a lot behind Moto, he got applause! She said that she thinks that says a lot about this. She also said that she didn't hear anyone speak that was from the Home Owners Association.

Kevin Koch of 2653 Cedar Grove Dr. wanted to address not the residents that are moving in, but the company itself. He stated that he was at the last meeting. And heard the representative from the company speak and he doesn't believe that they were truthful.

Jeanne Dilloplain of 210 Summerlin Ridge in O'Fallon stated that her husband has already spoke about their son, but she would like to speak about TDL. She explained how they were involved with the company before JJR and how it became TDL, after the owners of the previous company retired.

Edna Norman of 213 Turning Leaf Circle, next door to the property. Her concerns are more communication is needed or probably education to what a CILA is. Her main concern is the staff that will be there 24 hours a day, with their training, background checks and etc. In her research she found that the CILA's were not current on all of these.

Tom Kennedy, an Attorney representing TDL – 906 Olive St, St Louis, MO – did not attend the Planning Commission Meeting - however, he wanted to suggest to the community that this is a C-4 Zoned Neighborhood, they are asking for an accommodation from the Zoning if you don't see fit to grant a special use permit. It would not encumber the City's Zoning Code to permit them to operate.

Tim Tobin of 158 McClur , O'Fallon, IL – the property manager for Green Mount Manor Subdivision – asks that this be denied or at least tabled so that the residents concerns be addressed to all Board of Directors before a hasty decision is made.

John Eachus of 213 Greenleaf Circle stated that in the past he has worked with homes in transporting residents, and unfortunately without having information of TDL Group Home and not having communication with TDL the community fears the worst. He stated that he would also agree to have this tabled until the community, city and TDL can agree.

Amber Hays of 200 Turning Leaf Circle states that she is uncomfortable with the group home and that they researched the area and purchased a home here, because of the single family zoning. As a parent she expresses her concern for her and her family's safety.

Mayor Eckert stated that as we all know, no one can guarantee, anyone can purchase a home and move into the neighborhood and not be able to guarantee there will not be issues or have problems, those situations, just don't exist.

Vickey Few of 35 Carma St, Glen Carbon, IL – stated that in their neighborhood there are 5 individuals with Downs Syndrome and the only difference is that they are living in their parents homes. However, these 4 residents that are living together are a family. It is not the true American definition of a family, but it is their family. There are probably children in your neighborhood with disabilities and they are going to grow up and they are still going to want to live in their community when they mature. And that is all that these people are asking for is a chance in their community.

Lynette Sanchez of 2519 Wintercreek Dr – states that she has 2 family members with disabilities and even though one can live in a group home, when she was looking to build a home if she knew this was a possibility, she may have reconsidered how much money she was willing to put into building her home.

Clay Dilloplain @ 1221 Pheasant Ridge Court in Shiloh, IL whose Mother and Father has already spoke. The facility that his brother is in now, that the State is pretty much kicking him out, has a school just 300 feet from the home that he lives in now. The house has never had any trouble interacting with the school. The house is visibly in the public. They are being moved out of this home, not by the neighbors, but by the State. The State downsized on the group homes that this one is a 16 bed facility that has to go to an 8 bed facility. Although you may not agree with what happened. What happened was legal. I challenge you as a community member to ask yourself who you notified when you moved in?

Michael Hagberg of 701 Centerville Ave. asked whether or not this group home would fall under Crime Free Housing? And if so will RIF's (Rental Incident Form) be provided to all Alderman so that they could have up front notice of any problems?

Mayor Eckert closed public participation and then asked the Aldermen if they would like to speak:

Alderman Schneider is first reading an email she received from a resident.

- Jennifer Byall – in her email expresses her concern about the zoning change for the group home and also states that one of the reasons that she purchased her home is

because of the HOA restrictions. She writes that she urges the Council not to approve and to keep their neighborhood as it is.

Alderman Schmidt spoke explaining that this does not have to do with the group home, but that she wanted to congratulate Debbie Belleville and Jason Poole and everyone else that has done an incredible job with the Dog Park. She stated that she has not heard one negative comment about the park, only positive and that it has done a great job of cleaning up Rotary Park.

Alderman Rujawitz asks TDL Group if they could meet with the community. He says that he hears the community say that they are not against it, but that they are scared of it. He would like to hear that the two have met before any decision is made.

Alderman Schneider's questions are as follows:

-Do the people living in there own the home? It won't be the people living there owning the home is her understanding, it will be the company? If not, who? If not, who pays the rent? If not, who attends the landlord class that we have in our crime free housing? And it should be no landlord exempt for the class?

-Zoned single family – by laws of the association –in the Belleville Zoning – Who pays the Association Fees on this home? Copy of the Association Rules, it would have been nice if there was one available, and did the company get a copy of the Association Rules so they know.

- How can this home be bought and assumed for this home already before it went before zoning and council?

-Who is going to take the Crime Free Housing Class? Is everyone of the employees that work there going to take the class?

Alderman Galetti asks if there is some type of time constraints on the proposed residents of the house before the group home and the neighbors talk and the vote be made? Is the home that they are currently living going to be closed?

Alderman Hult asks the Zoning Classification. She states that she has heard C-4 and then Single Family. She asks also, how binding on the City is the HOA Rules?

Attorney Hoerner – explains the property is zoned C-4 Commercial – it is single family to the extent that there was a Special Use Permit that was to allow a PUD (Planned Unit Development). If this was zoned single family instead of commercial there wouldn't be a Special Use Application because Small Unit Residences are permitted. As far as the Home Owners Association Rules are between the home owners and the organization and the municipality does not enforce Home Owners Association Rules. The municipality enforces their Ordinances.

Alderman Randle refers to the Advisory Report from the Zoning Board of Appeals discussing items A through E. The Zoning Board unanimously approved this recommendation. Would like to see the communication between TDL Group Home and the Home Owners before a decision is made.

PRESENTATIONS, RECOGNITIONS & APPOINTMENTS

Mayor Eckert recommended the following appointment & reappointments to the Downtown Development/Redevelopment Commission:

- Appointment for four years: Mr. Steve Hemmer.
- Reappointment for two years: Mr. John Conkright and Mr. Chuck Blanquart.
- Reappointment for four years: Mr. Mike Nester and Mr. Ken Kinsella.
- Reappointment for six years: Mr. John Lengerman and Mrs. Geri Boyer.

Alderman Schmidt made a motion seconded by Alderman Heisler to approve these appointments and reappointments.

Alderman Schneider requested that the appointments and reappointments be read and voted on separately.

- Appointment for four years: Mr. Steve Hemmer

Alderman Schmidt made a motion seconded by Alderman Heisler to approve this appointment and reappointment.

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

Alderman Hayden absent.

Alderman Randle abstained.

Alderman Anthony made a motion seconded by Alderman Schmidt to approve these appointments and reappointments.

- Reappointment for two years: Mr. John Conkright and Mr. Chuck Blanquart

Discussion followed.

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

Alderman Hayden absent.

Alderman Randle abstained.

Alderman Heisler made a motion seconded by Alderman Schmidt to approve these appointments and reappointments.

- Reappointment for four years: Mr. Mike Nester
- Reappointment for two years: Mr. Ken Kinsella.

Modification and discussion followed.

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

Member voting nay on roll call: Schneider

Alderman Hayden absent.

Alderman Kinsella and Alderman Randle abstained.

Alderman Schmidt made a motion seconded by Alderman Heisler to approve these appointments and reappointments.

- Reappointment for six years: Mr. John Lengerman and Mrs. Geri Boyer.

Discussion followed.

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

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

Alderman Hayden absent.

Alderman Randle abstained.

Mayor Eckert recognized the character word of the month "caring" meaning being compassionate and showing others you care.

MINUTES

Alderman Schmidt made a motion seconded by Alderman Heisler to receive and file the minutes of regular City Council meeting held July 21, 2014.

All members present voted aye.

Alderman Schmidt made a motion seconded by Alderman Heisler to receive and file the minutes of the Special meeting held July 28, 2014.

All members present voted aye.

CLAIMS

GENERAL FUND.....	\$ 690,147.05
SEWER	\$ 120,138.00
INSURANCE.....	\$ 299,760.14
LIBRARY	\$ 16,432.97
PARKS AND RECREATION	\$ 12,538.23
MOTOR FUEL TAX.....	\$ 21,345.23
FOUNTAIN FUND.....	\$ 423.78
SEWER CONSTRUCTION	\$ 39,756.42
SPECIAL SERVICE AREA	\$ 901.26
TIF 3	\$ 298,291.07
TIF 12 SHERMAN ST	\$ 1,088.50
TIF 15 CARLYLE GREENMOUNT.....	\$ 103,495.50
POLICE TRUST.....	\$ 509.93
NARCOTICS	\$ 138.00
TIF 17 E MAIN STREET	\$ 1,836.00

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

Discussion followed.

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

Alderman Hayden absent.

REPORTS

48-JUL14 –TDL GROUP, INC. - REQUESTING A SPECIAL USE PERMIT IN ORDER TO USE THE PROPERTY AT 212 TURNING LEAF AS A COMMUNITY INTEGRATED LIVING ARRANGEMENT (CILA) FOR FOUR (4) UNRELATED ADULTS WITH INTELLECTUAL DISABILITIES IN A C-4 COMMERCIAL DISTRICT. (APPLICABLE PORTION OF ZONING CODE: 60-6-63)

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

Alderman Galetti made a motion seconded by Alderman Hult to table this topic until the next City Council Meeting.

Discussion followed.

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

Alderman Hayden absent.

CITY ATTORNEY REPORT DATED JULY 31, 2014

Alderman Kinsella made a motion seconded by Alderman Heisler to receive and file this report.

All members present voted aye.

ORAL REPORTS

Alderman Heisler made a motion on behalf of the Master Sewer Committee seconded by Alderman White to approve the LTCP Construction Pay Request #48 from Korte/Luitjohan and Thouvenot, Wade & Moerchen for a total amount of \$1,181,696.00.

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

Alderman Hayden absent.

Alderman Schmidt abstained.

COMMUNICATIONS

Mayor Eckert requested all Communications be read together.

Communication from Tanikia Simpson, special events/fundraiser chairperson for Chariti Home, requesting permission to hold their Chariti Home Promise 5k run/walk, on Saturday, September 27, 2014 starting and ending at Lindenwood University and starting at 8am, to raise money for Chariti Home.

Request from Belleville Area Humane Society asking to hold their "Race for Rescues" 5k and one mile fun walk to be held at Belleville West High School on Sun., Oct. 5, 2014 and asking to close Belleville West Parkway from Frank Scott Parkway to route 15 from 8:45 until 10:15 am and a police officer to close the intersection from 8:45 until 9:45 am. They are also asking for the use of 15 barricades and 20 cones from the street dept.

Communication from Art on the Square to close Highway 159 at the Belleville Public Square for their event weekend (May 15-17, 2015) on Thur., May 14th at 12:00 pm and reopen by 11 pm Sunday, May 17th. They are also asking to close one block of West Main, North Illinois and South Illinois, and 2 blocks of East Main.

Communication from Art on the Square and the Wine, Dine & Jazz Committee requesting permission to hold their Wine, Dine & Jazz Festival on June 16, 2015 from 5 to 10 pm & June 27, 2015 from 4 to 10 pm and closure of Hyw.159 1 block north and south of the fountain and Main Street 1 block east and west of the fountain from 8 am Friday (June 26th) and reopen 1 am Sunday morning (June 28th).

Alderman Seibert made a motion seconded by Alderman Schmidt to approve these requests.

All members present voted aye.

ORDINANCE NO. 7799 - 7801

Alderman Schmidt made a motion seconded by Alderman Anthony to have Ordinance No. 7800 read by title only.

All members present voted aye.

ORDINANCE NO. 7800 – AN ORDINANCE AMENDING CHAPTER 52 (TRAFFIC) OF THE REVISED ORDINANCES OF THE CITY OF BELLEVILLE, ILLINOIS AS AMENDED, BY AMENDING PORTIONS OF SECTIONS THEREOF

Alderman Silsby made a motion seconded by Alderman Schmidt to approve Ordinance No. 7800.

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

Alderman Hayden absent.

UNFINISHED BUSINESS

Alderman Hult asked why did the Library need a 3D Printer and where was that spelled out in the budget?

Mayor Eckert referred this question to Library Director Leander Spearman.

Mr. Spearman explained that 3D printers are a trend in Libraries who offer that service to the community. The Library does maintain Technology Budget. 3D printer, scanner and materials cost about \$2500.00 and came out of the Technology Fund. The funds did not come out of the construction fund.

Alderman Schneider is asking about a FOIA that she stated is due. Regarding some of the department heads that take City cars home with them because they respond to calls on their time off or weekends. In her FOIA she is asking about logs that are kept and how many times they are used on the weekends. Alderman Schneider stated that the 5 days are over and she has not received an answer, if you do not have an answer, she is assuming that you are refusing her the information. Alderman Schneider also stated that in an email she requested a job description and the benefits of department heads and of ones that take cars home and added benefits. She stated that 5 days are up.

Mayor Eckert asked City Clerk Dallas Cook if he emailed all of the department heads with this question. (FOIA) He stated that he did not.

City Clerk Dallas Cook stated that after he and Alderman Schneider had spoke at the counter regarding this information that she understood that this information was not available in the way in which she wants it. Mr. Cook apologized for the misunderstanding.

City Attorney Garrett Hoerner stated that the FOIA does not require the creation of documents but the release of public documents that exist.

City Clerk Dallas Cook stated that he does not have documents available that she is wanting, but he suggested that she come in to the office and he could explain how the City keeps track.

Alderman Schneider stated that she also said that if we do not have this information, they should talk about it at this City Council Meeting and that we start keeping a log. If we are going to start buying cars and letting them take them home...

City Clerk Dallas Cook stated that he does not control what goes on the agenda and again he apologized for not doing a proper formal response. And that he will provide her with a formal response that we do not have those documents.

Alderman Schneider responded that if we do not have those documents that we need to get this on the agenda that we are going to talk about these people that take cars home that they are going to start keeping a log when they use them, when they come to work, when they get

home with them what the mileage is and when they go out on the weekend they log it down that they went out. These cars don't all need to be going home, we don't need to pay for these department heads to have a car to come to work and go home! That is a luxury!

Alderman Schneider stated that her next request that she wanted to talk about tonight was the Certification Letters that were suppose to be out in July. She stated that she has still not got a copy of that.

Mayor Eckert asked what this pertains to.

City Attorney Garrett Hoerner stated that he generated a form and Eric Schauster is working on sending them out.

Alderman Kinsella stated that this is on their agenda for Wednesday night.

Discussion followed.

Alderman Schneider's next question was what is the cost of getting the bands here and how much money does the committee have and what happens if they don't have enough money to pay for this?

City Attorney Garrett Hoerner explained that the bands and the operation of the festival itself is done by Belleville Cultural Enrichment Organization, which is a private non-profit corporation.

Alderman Hult asked on the status of the RFP for the Codification. City Attorney Garrett Hoerner stated that City Clerk Dallas Cook, Mayor Eckert and himself have had a chance to review these (total of 4 submitted) and that they look promising. They are going to discuss at the Ordinance and Review Committee about interviewing some of them.

Alderman Anthony addressed the Council with a concern of the Alderman receiving communication regarding their ward when there is a situation involving the Police, Housing problems...etc. Alderman Anthony (regarding the incident at 7701 W Main) expressed frustration when the Alderman were not aware of the problem. And they were addressed about it.

Mayor Eckert stated that they would look into communication. He stated that over the years they have had problems there and were on top of them. However, things had calmed down and it just escalated very fast this time.

Alderman Schmidt asked how the move went to the 407 E Lincoln.

Mayor Eckert expressed how proud he was of everyone, Bob Sabo, Ken Vaughn, Tim Gregowicz and our IT Staff all worked extremely hard. Everyone is in and working. There are things that need to be finished, but everyone did a great job of getting all of that work done in 3 ½ days. It was a great team effort.

Alderman Schneider requested copy of the Ordinance and Legal where the solicitation will be on there?

City Attorney Garrett Hoerner stated that he does have a copy of the email that she stated something be places on the agenda, but that would be something that he would discuss with the Committee Chair at the time the agenda for that meeting is developed.

MISCELLANEOUS & NEW BUSINESS

Mayor Eckert announced that there would be a Memorial/Celebration for Mary McHugh on Tuesday, August 12, 2014 at 7 pm at Franklin School. The open house will be at 6 pm and the program at 7pm.

Alderman Seibert made a motion seconded by Alderman White to approve Motor Fuel Tax claims of \$21,345.23.

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

Alderman Hayden was absent.

Alderman Schmidt made a motion seconded by Alderman Heisler to go into Executive Session to discuss personnel, litigation and property acquisition at approximately 9:20 pm.

All members present voted aye.

ADJOURNMENT

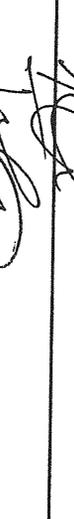
Alderman Schmidt made a motion seconded by Alderman Rujawitz to adjourn at 9:45pm.

All members present voted aye.

Dallas B. Cook, City Clerk

Action petitioned for

We, the undersigned, are concerned citizens who urge our elected city officials to act now to object to the approval of the Special Permit Use for CILA purposes in Green Mount Manor Subdivision in Belleville, IL.

PRINTED NAME	SIGNATURE	ADDRESS	DATE
Rebecca Thomas		2527 Commons Pkwy	7/29/14
Doug Johnson		2527 Commons Pkwy	7/29/14
Ronald Tierney-Hurst		2531 Commons Pkwy	7/29/14
Kris Tierney-Hurst		2531 Commons Pkwy	7/29/14
Edna Norman		213 Turning Leaf Cir	7.29.14
Antonio Norman		213 Turning Leaf Cir	7.29.14
Angelo Tunstall		209 Turning Leaf Cir	7.29.14
Amber Hayes		200 Turning Leaf Cir	7/29/14
Dania Reikemeier		2635 Stone Grove	7/29/14
Mary Toole		2633 Cedar Grove	7/29/14
Andrew Wallace		2657 Cedar Grove	7/29/14
Michelle Jackson		2665 Cedar Grove Dr.	7/29/14
John Miller		2948 Autumn Harvest Ln	7/29/14
Terri Miller		2948 Autumn Harvest Ln	7/29/14
Justin Walker		2720 Autumn Harvest Ln	8/11/14
Sevral Walker		2720 Autumn Harvest Ln	8/11/14

Action petitioned for

We, the undersigned, are concerned citizens who urge our elected city officials to act now to object to the approval of the Special Permit Use for CILA purposes in Green Mount Manor Subdivision in Belleville, IL.

PRINTED NAME	SIGNATURE	ADDRESS	DATE
BRIAN SCHORY		2616 AUTUMN HARVEST LN ^{Belleville} Belleville, IL 62221	7/29/14
Edward Istrowski		2532 Commons Pkwy ^{Belleville} IL 62221	7/29/14
Fara Liles		2680 Sunrise Ave	7/29/14
John Elshus		213 Greenleaf Cir	7/29/14
Jennifer R. Goll		2051 Greenleaf Cir	7/29/14
Steven Plouffe		208 Greenleaf Cir Belleville IL	29 July 2014
Greg Pauli		204 Greenleaf Cir Belleville IL	29 July 2014
LEONORA MORROW		2534 WINTERCREEK DR	29 July 14
JAMES D CAREY		212 Greenleaf Cir	29 July 14
Mary Jo Mosley		2591 Wintercreek Cir	7/29/14
Sherry Nover		223 Sparrow Point	7-29-14
his spin		211 Sparrow Point	7-29-14
Kinda Tubbs		2501 Commons Pkwy	7-29-14
Derek C Isel		2717 Commons Pkwy	7-29-14
Robin Gaddum's		2724 Autumn Harvest	7-29-14
Chris Alexander		2733 Autumn Harvest	7-29-14

**CITY OF BELLEVILLE PAYMENT SUMMARY
COUNCIL MEETING - AUGUST 18, 2014**

GENERAL FUND

00 - Revenue	\$241,393.67
50 - Administration	\$33,162.38
51 - Police	\$17,752.60
52 - Fire	\$5,807.81
53 - Streets	\$17,422.75
54 - Parks	\$15,104.40
55 - Cemetery	\$240.80
56 - Hlth/Sanitation	\$18,229.55
60 - Legal	\$338.99
61 - Health & Housing	\$2,746.60
62 - Economic Planning & Dev	\$276.12
82 - Mayor	\$210.03
83 - Finance	\$0.00
84 - Human Resources	\$1,807.86
85 - Clerk	\$0.00
86 - Treasurer	\$23.76
87 - Maintenance	\$2,348.14
88 - Engineering	\$1,181.51
GF TOTAL	<u>\$358,046.97</u>

SEW OPERATIONS

75 - Collections	\$6,214.19
77 - Lines	\$7,087.96
78 - Plant	\$13,584.55
SEWER TOTAL	<u>\$26,886.70</u>

03 - Insurance Fund	\$210,083.36
04 - Library	\$218.78
07 - Park/Rec	\$15,208.93
13 - Motor Fuel Tax Fund	\$28,928.54
24 - Sewer Const.	\$1,042,843.85
30 - SSA	\$20.01
38 - TIF 3	\$111,708.21
44 - Belleville Illinois Tourism	\$2,798.42
54 - TIF 12 Sherman St	\$64.90
57 - TIF 15 Carlyle Greenmount	\$156,654.87
73 - LLE Block Grant	\$47,930.35
75 - TIF 17 E Main Street	\$4,836.30
77 - TIF 19 Frank Scott Parkway	\$99,442.36
78 - TIF 20 Rt 15/S Green Mnt	\$6,492.98

ALL FUNDS TOTAL \$2,112,165.53

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VENDOR #	NAME	DEPT.	AMOUNT
=====			
01	GENERAL FUND		
3430	FIRESTONE CAR CENTER	01-00	35.00
659	LIBRARY FUND	01-00	1,153.24
EC007	ECKERT'S COUNTRY STORE AND FARMS	01-00	3,485.82
OC002	CANON FINANCIAL SERVICES INC	01-00	368.00
UM001	UMB BANK NA	01-00	236,351.61
	**TOTAL		----- 241,393.67
ADMINISTRATION			
1112	WATTS COPY SYSTEM, INC.	01-50	1,815.55
2102	AMERENIP	01-50	117.26
2192	SHERWIN - WILLIAMS CO.	01-50	558.42
3119	COMPUTYPE COMPUTER SERVICES	01-50	94.00
4902	AT & T	01-50	788.01
4989	MINTON ENTERPRISES	01-50	528.00
551	ILLINOIS AMERICAN WATER	01-50	9,403.24
6617	FLYNN, GUYMON & GARAVALLIA	01-50	263.25
6694	TAYLOR ROOFING	01-50	1,302.55
BI043	BI-STATE SEAL COATINGS, LLC	01-50	3,700.00
IE000	IE COMMUNICATIONS, INC	01-50	800.00
MW000	MWM CONSULTING GROUP INC	01-50	5,500.00
SH014	CINTAS CORPORATION	01-50	115.51
SO037	SOUTHERN ILLINOIS STRIPING	01-50	470.00
TR052	TRAUBE AWNING, LLC	01-50	725.00
UM001	UMB BANK NA	01-50	6,392.99
VO010	VOSS LIGHTING	01-50	588.60
	**TOTAL ADMINISTRATION		----- 33,162.38
POLICE DEPARTMENT			
1112	WATTS COPY SYSTEM, INC.	01-51	1,657.92
1473	MARTIN GLASS COMPANY	01-51	47.50
163	GROSS, DONALD L	01-51	11.94
309	CLEAN MACHINE	01-51	191.00
3430	FIRESTONE CAR CENTER	01-51	509.96
3916	VOGT OIL CO., INC.	01-51	4,066.87
4531	PUBLIC AGENCY TRAINING COUNCIL, IN	01-51	295.00
4902	AT & T	01-51	470.20
6122	VERIZON WIRELESS	01-51	1,660.67
6354	AUTO ACCENTS	01-51	250.00
6569	AMERICAN ALUMINUM ACCESSORIES, IN	01-51	472.50
7302	WEST GROUP PAYMENT CTR	01-51	148.65
8130	TESCHENDORF, ALAN D	01-51	250.00
926	SECRETARY OF STATE	01-51	505.00
BA000	CRIMCHECK.COM	01-51	28.00
FA026	FACTORY MOTOR PARTS CO	01-51	1,305.91
IL045	ILLINOIS LAW ENFORCEMENT ALARM SY	01-51	360.00
MA044	MAYVILLE, JOHN	01-51	192.51
ME034	MERTZ FORD MILLSTADT	01-51	287.70
OL008	OLIVER C JOSEPH GMC	01-51	21.09

VENDOR #	NAME	DEPT.	AMOUNT
=====			
01	GENERAL FUND		
POLICE DEPARTMENT			
OR001	O'REILLY AUTO PARTS	01-51	180.13
TH048	THE BANK OF EDWARDSVILLE	01-51	579.55
TI020	TIBURON	01-51	4,253.00
VH000	V H BLACKINTON & CO INC	01-51	7.50
	**TOTAL POLICE DEPARTMENT		----- 17,752.60
FIRE DEPARTMENT			
1112	WATTS COPY SYSTEM, INC.	01-52	397.77
1117	WEISSENBORN BOAT & LAWN EQUIPMENT	01-52.	123.34
1183	FIRE APPLIANCE, INC	01-52	733.00
1423	EHRET PLUMBING & HEATING, INC.	01-52	1,500.00
182	BANNER FIRE EQUIPMENT INC	01-52	615.31
3916	VOGT OIL CO., INC.	01-52	277.48
3997	POUR, THOMAS	01-52	50.00
4902	AT & T	01-52	193.24
6122	VERIZON WIRELESS	01-52	648.33
726	CLEAN THE UNIFORM COMPANY	01-52	233.22
8151	WEX BANK	01-52	369.41
AE005	AEC FIRE-SAFETY & SECURITY INC	01-52	203.65
CH030	CHARTER COMMUNICATIONS	01-52	150.00
DA028	DA-COM CORPORATION	01-52	144.90
GA008	GARLAND, JOSEPH	01-52	91.62
SC001	SCBAS, INC.	01-52	25.23
SH014	CINTAS CORPORATION	01-52	51.31
	**TOTAL FIRE DEPARTMENT		----- 5,807.81
STREETS			
1112	WATTS COPY SYSTEM, INC.	01-53	285.11
1135	WISE EL SANTO COMPANY	01-53	612.72
181	BASIC HARDWARE CENTER, INC.	01-53	146.92
2180	CENTURY PRINTING CO	01-53	265.00
2192	SHERWIN - WILLIAMS CO.	01-53	15.95
267	BUILDING PRODUCTS CORP.	01-53	507.30
272	BUSTER'S TIRE MART	01-53	656.79
2793	MILLER, STEPHEN	01-53	277.05
328	CONTINENTAL RESEARCH CO	01-53	206.98
378	DINTELMANN NURSERY & GARDEN CTR,	01-53	33.00
3916	VOGT OIL CO., INC.	01-53	58.61
401	H EDWARDS EQUIPMENT, INC.	01-53	208.27
402	EGYPTIAN STATIONERS, INC.	01-53	93.93
413	ERB TURF & UTILITY EQUIPMENT, INC	01-53	382.62
4178	UPCHURCH	01-53	1,506.25
486	HANK'S EXCAVATING & LANDSCAPING,	01-53	300.00
4902	AT & T	01-53	433.90
5575	PRAXAIR DISTRIBUTION, INC.	01-53	127.85
6122	VERIZON WIRELESS	01-53	227.17
644	RAY LAFORE TRUCK SERVICE, INC.	01-53	428.00

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VENDOR #	NAME	DEPT.	AMOUNT
01 GENERAL FUND			
STREETS			
834	QUALITY RENTAL CENTER	01-53	300.00
AR002	ARROW TERMINAL LLC	01-53	229.05
BE061	BECKER, ALAN	01-53	100.00
BI028	BI-COUNTY SMALL ENGINE CENTER	01-53	174.60
CA024	CARTER WATERS CORPORATION	01-53	575.50
EC008	ECON-O-JOHNS	01-53	90.00
EJ000	EJ EQUIPMENT	01-53	255.82
FA002	FASTENAL COMPANY	01-53	261.82
GO005	GOODALL TRUCK TESTING	01-53	34.80
HA035	HARTMANN, JOHN	01-53	76.53
ME065	METRO EAST OVERHEAD DOORS	01-53	105.00
MI032	MILLER, KENT	01-53	100.00
PA071	PAVING MAINTENANCE SUPPLY INC	01-53	6,496.30
PL000	PLAZA AUTO PARTS	01-53	572.19
SH014	CINTAS CORPORATION	01-53	42.80
TR050	TRAFFIC CONTROL COMPANY-ILLINOIS	01-53	1,234.92
**TOTAL STREETS			17,422.75
PARKS DEPARTMENT			
1112	WATTS COPY SYSTEM, INC.	01-54	1,063.45
163	GROSS, DONALD L	01-54	14.31
2102	AMERENIP	01-54	817.19
211	BELLEVILLE SEED HOUSE	01-54	68.25
2595	WISSEHR ELECTRIC, INC.	01-54	6,328.08
378	DINTELMANN NURSERY & GARDEN CTR,	01-54	87.00
393	DUTCH HOLLOW JANITORIAL SUPPLIES	01-54	910.14
401	H EDWARDS EQUIPMENT, INC.	01-54	203.35
4782	SAM'S CLUB	01-54	399.96
4902	AT & T	01-54	489.07
515	HOME-BRITE ACE HARDWARE	01-54	12.99
551	ILLINOIS AMERICAN WATER	01-54	3,056.09
5575	PRAXAIR DISTRIBUTION, INC.	01-54	26.06
6122	VERIZON WIRELESS	01-54	147.43
661	LIESE LUMBER CO., INC.	01-54	151.57
7678	SHILOH VALLEY EQUIPMENT	01-54	327.49
888	FS TURF SOLUTIONS	01-54	164.00
CH030	CHARTER COMMUNICATIONS	01-54	286.09
CU025	CUNNINGHAM RECREATION, INC	01-54	64.45
PL000	PLAZA AUTO PARTS	01-54	185.44
PP002	PPG ARCHITECTURAL COATINGS	01-54	106.20
ST016	STERNAU, MIKE	01-54	100.00
SW002	SWANSEA ELECTRICAL SUPPLY	01-54	18.95
UN027	UNIFIRST CORP	01-54	76.84
**TOTAL PARKS DEPARTMENT			15,104.40
CEMETERY DEPARTMENT			
157	ATLAS ALARM CO., INC.	01-55	90.00

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VENDOR #	NAME	DEPT.	AMOUNT
01 GENERAL FUND			
CEMETERY DEPARTMENT			
4902	AT & T	01-55	92.97
6122	VERIZON WIRELESS	01-55	57.83
**TOTAL CEMETERY DEPARTMENT			240.80
HEALTH & SANITATION			
1112	WATTS COPY SYSTEM, INC.	01-56	80.82
3445	DAVE SCHMIDT TRUCK SERVICE	01-56	9,287.87
3916	VOGT OIL CO., INC.	01-56	6,969.89
4902	AT & T	01-56	141.09
6122	VERIZON WIRELESS	01-56	690.97
884	ST CLAIR COUNTY RECORDER OF DEEDS	01-56	585.00
CA045	CARQUEST	01-56	196.87
SH014	CINTAS CORPORATION	01-56	42.80
UN027	UNIFIRST CORP	01-56	234.24
**TOTAL HEALTH & SANITATION			18,229.55
LEGAL DEPARTMENT			
LE062	LEXISNEXIS	01-60	338.99
**TOTAL LEGAL DEPARTMENT			338.99
HEALTH & HOUSING			
1112	WATTS COPY SYSTEM, INC.	01-61	641.21
1373	WAYNE'S TRANSMISSIONS	01-61	842.72
272	BUSTER'S TIRE MART	01-61	15.00
2831	NATIONAL FIRE PROTECTION ASSN.	01-61	161.90
3916	VOGT OIL CO., INC.	01-61	307.57
6122	VERIZON WIRELESS	01-61	424.55
7632	PATTERSON AUTOMOTIVE	01-61	295.15
884	ST CLAIR COUNTY RECORDER OF DEEDS	01-61	58.50
**TOTAL HEALTH & HOUSING			2,746.60
PLANNING & ECONOMIC DEVELOPMENT			
402	EGYPTIAN STATIONERS, INC.	01-62	40.66
6122	VERIZON WIRELESS	01-62	52.00
759	BELLEVILLE NEWS DEMOCRAT	01-62	173.46
7960	SCHAUSTER, ERIC	01-62	10.00
**TOTAL PLANNING & ECONOMIC DEVELOPMENT			276.12
MAYOR			
3916	VOGT OIL CO., INC.	01-82	108.05
6122	VERIZON WIRELESS	01-82	101.98
**TOTAL MAYOR			210.03

VENDOR #	NAME	DEPT.	AMOUNT
=====			
01	GENERAL FUND		
	MAYOR		
	HUMAN RESOURCES/COMMUNITY DEV		
1112	WATTS COPY SYSTEM, INC.	01-84	358.95
5029	MONITOR NEWSPAPER	01-84	151.20
7452	MIDWEST OCCUPATIONAL MEDICINE	01-84	546.00
759	BELLEVILLE NEWS DEMOCRAT	01-84	700.40
SH014	CINTAS CORPORATION	01-84	51.31
	**TOTAL HUMAN RESOURCES/COMMUNITY DEV		1,807.86
	TREASURER		
QU006	QUILL CORP	01-86	23.76
	**TOTAL TREASURER		23.76
	MAINTENANCE		
1112	WATTS COPY SYSTEM, INC.	01-87	20.27
163	GROSS, DONALD L	01-87	49.68
1949	CRESCENT PARTS & EQUIP.	01-87	7.55
3916	VOGT OIL CO., INC.	01-87	122.24
393	DUTCH HOLLOW JANITORIAL SUPPLIES	01-87	363.34
6122	VERIZON WIRELESS	01-87	241.02
661	LIESE LUMBER CO., INC.	01-87	39.25
726	CLEAN THE UNIFORM COMPANY	01-87	191.14
AT016	ASTRO BUILDING SERVICES, INC	01-87	858.95
BU063	BUSINESS CENTERS	01-87	87.70
IL052	ILLINOIS OFFICE OF STATE FIRE MAR	01-87	75.00
MI078	MIDWEST ELEVATOR CO	01-87	292.00
	**TOTAL MAINTENANCE		2,348.14
	ENGINEERING		
1112	WATTS COPY SYSTEM, INC.	01-88	476.61
6122	VERIZON WIRELESS	01-88	88.96
759	BELLEVILLE NEWS DEMOCRAT	01-88	63.72
8092	DA-COM CORPORATION	01-88	300.00
8151	WEX BANK	01-88	252.22
	**TOTAL ENGINEERING		1,181.51
01	GENERAL FUND	GRAND TOTAL	358,046.97

DATE: 08/18/14

VENDOR #	NAME	DEPT.	AMOUNT
03 INSURANCE FUND			
IN033	IPMG	03-00	210,083.36
	**TOTAL		210,083.36
	03 INSURANCE FUND	GRAND TOTAL	210,083.36

VENDOR #	NAME	DEPT.	AMOUNT
=====			
04	LIBRARY		
4902	AT & T	04-00	159.78
551	ILLINOIS AMERICAN WATER	04-00	59.00
	**TOTAL		----- 218.78
04	LIBRARY	GRAND TOTAL	218.78

VENDOR #	NAME	DEPT.	AMOUNT
=====			
07	PLAYGROUND AND RECREATION		
1057	TRIBOUT DISTRIBUTORS	07-00	109.88
1112	WATTS COPY SYSTEM, INC.	07-00	111.33
2244	SWITZER FOOD & SUPPLIES	07-00	385.60
4782	SAM'S CLUB	07-00	88.84
4902	AT & T	07-00	96.62
AM036	AMERICAN BOTTLING	07-00	28.75
AT011	AT & T U-VERSE	07-00	35.00
AT012	AT & T MOBILITY	07-00	43.60
BE127	BELLEVILLE 200	07-00	10,740.00
CI024	CITY OF MARYLAND HEIGHTS	07-00	366.00
DA028	DA-COM CORPORATION	07-00	372.31
GE033	GEO'S WINGS & MORE	07-00	50.00
GR037	GRANT, MARY	07-00	220.50
GR072	GRAY, DAWN	07-00	32.50
KE054	KECK, FRED	07-00	37.50
NA040	NAGLE, DAVID	07-00	42.50
RS000	UNITED RENTALS INC	07-00	1,268.92
SC117	SCHUERMANN, BENJAMIN	07-00	37.50
SH028	SHOP N SAVE	07-00	140.83
UL006	ULTRA PLAY SYSTEMS INC	07-00	930.75
WA072	WATSON, JAN	07-00	32.50
YA004	YATES. CRYSTAL	07-00	37.50
	**TOTAL		----- 15,208.93
07	PLAYGROUND AND RECREATION	GRAND TOTAL	15,208.93

VENDOR #	NAME	DEPT.	AMOUNT
=====			
13	MOTOR FUEL TAX FUND		
3153	SCI ENGINEERING INC	13-00	1,306.40
666	MACLAIR ASPHALT COMPANY	13-00	2,393.49
759	BELLEVILLE NEWS DEMOCRAT	13-00	64.90
CO141	CONTECH ENGINEERED SOLUTIONS LLC	13-00	4,734.36
DM001	DMS CONTRACTING INC	13-00	10,644.00
TR046	TRAFFIC CONTROL CO	13-00	9,785.39
	**TOTAL		----- 28,928.54
13	MOTOR FUEL TAX FUND	GRAND TOTAL	28,928.54

DATE: 08/18/14

VENDOR #	NAME	DEPT.	AMOUNT
21 SEWER OPERATION & MAINTENANCE			
SEWER COLLECTION			
890	ST CLAIR TOWNSHIP	21-75	54.20
PA076	PAYMENT SERVICE NETWORK, INC	21-75	162.55
ST013	STOOKEY TOWNSHIP	21-75	5,997.44
**TOTAL SEWER COLLECTION			6,214.19
SEWER LINES			
159	AUFFENBERG FORD LINCOLN MERCURY	21-77	54.02
277	CAMPER EXCHANGE, INC.	21-77	11.32
314	COE EQUIPMENT CO	21-77	961.42
5317	W W GRAINGER, INC.	21-77	290.48
6122	VERIZON WIRELESS	21-77	72.48
803	POELKER'S GARAGE INC.	21-77	34.80
8151	WEX BANK	21-77	927.65
834	QUALITY RENTAL CENTER	21-77	185.64
AB013	ABC SUPPLY CO., INC	21-77	1,275.00
BR073	BRECKENRIDGE OF ILLINOIS LLC	21-77	1,745.95
CA024	CARTER WATERS CORPORATION	21-77	1,265.24
PL011	PLUMBERS SUPPLY	21-77	196.40
UN027	UNIFIRST CORP	21-77	67.56
**TOTAL SEWER LINES			7,087.96
SEWER PLANT			
1112	WATTS COPY SYSTEM, INC.	21-78	538.07
2102	AMERENIP	21-78	656.45
214	BELLEVILLE SUPPLY COMPANY	21-78	29.83
4902	AT & T	21-78	574.27
5205	PASS SECURITY	21-78	113.00
5317	W W GRAINGER, INC.	21-78	286.40
551	ILLINOIS AMERICAN WATER	21-78	200.68
6122	VERIZON WIRELESS	21-78	419.69
7591	USA BLUEBOOK	21-78	284.92
8151	WEX BANK	21-78	1,337.23
AL041	ALL IN SHIPPING	21-78	6.79
FA002	FASTENAL COMPANY	21-78	147.65
FLO06	FLO-SYSTEMS INC	21-78	80.00
HA143	HAWKINS, INC	21-78	3,153.75
HO034	HOME DEPOT CREDIT SERVICES	21-78	197.82
IL075	ILLINOIS OFFICE OS STATE FIRE MAR	21-78	70.00
IN040	INTEGRITY FITNESS SERVICES LLC	21-78	135.00
LO010	LOWE'S	21-78	326.91
SH014	CINTAS CORPORATION	21-78	42.80
SI024	EVOQUA WATER TECHNOLOGIES LLC	21-78	4,644.75
UN027	UNIFIRST CORP	21-78	62.54
VA001	VANDEVANter ENGINEERING	21-78	276.00
**TOTAL SEWER PLANT			13,584.55
21 SEWER OPERATION & MAINTENANCE		GRAND TOTAL	26,886.70

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CITY OF BELLEVILLE
C L A I M S H E E T
Monday August 18,2014

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VENDOR #	NAME	DEPT.	AMOUNT
=====			
24	SEWER CONSTRUCTION FUND		
1547	THOUVENOT WADE & MOERCHEN	24-00	15,786.80
EI007	EISKANT CONSTRUCTION, LLC	24-00	9,200.00
K0005	KORTE & LUITJOHAN CONTRACTORS INC	24-00	36,379.70
	**TOTAL		61,366.50

	24 SEWER CONSTRUCTION FUND	GRAND TOTAL	61,366.50

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VENDOR #	NAME	DEPT.	AMOUNT
30	SPECIAL SERVICE AREA		
551	ILLINOIS AMERICAN WATER	30-00	20.01
	**TOTAL		20.01
	30 SPECIAL SERVICE AREA	GRAND TOTAL	20.01

DATE: 08/18/14

VENDOR #	NAME	DEPT.	AMOUNT
38 TIF 3 (CITY OF BELLEVILLE)			
1547	THOUVENOT WADE & MOERCHEN	38-00	1,346.75
486	HANK'S EXCAVATING & LANDSCAPING,	38-00	2,900.00
7125	GLAENZER ELECTRIC	38-00	9,723.87
759	BELLEVILLE NEWS DEMOCRAT	38-00	64.90
BE102	BERNARDIN, LOCHMUELLER & ASSOC.,	38-00	32,937.25
LA068	LAWRENCE GROUP	38-00	32,655.71
PA017	PARKER CONSULTING SERVICES	38-00	2,997.00
PA048	PARKER CONSULTING SERVICES	38-00	162.70
QU003	QUALITY TESTING & ENGINEERING, IN	38-00	439.10
TI025	TIGER WATERFRONT PRODUCTS LLC	38-00	6,964.00
TR046	TRAFFIC CONTROL CO	38-00	21,516.93
	**TOTAL		111,708.21
38 TIF 3 (CITY OF BELLEVILLE)		GRAND TOTAL	111,708.21

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VENDOR #	NAME	DEPT.	AMOUNT
44	BELLEVILLE ILLINOIS TOURISM		
3586	GREATER BELLEVILE CHAMBER OF COMM	44-00	2,798.42
	**TOTAL		2,798.42
	44 BELLEVILLE ILLINOIS TOURISM	GRAND TOTAL	2,798.42

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VENDOR #	NAME	DEPT.	AMOUNT
54	TIF 12 (SHERMAN STREET)		
759	BELLEVILLE NEWS DEMOCRAT	54-00	64.90
	**TOTAL		64.90
	54 TIF 12 (SHERMAN STREET)	GRAND TOTAL	64.90

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VENDOR #	NAME	DEPT.	AMOUNT
57	TIF 15 (CARLYLE GREENMOUNT)		
UM001	UMB BANK NA	57-00	156,654.87
	**TOTAL		156,654.87
	57 TIF 15 (CARLYLE GREENMOUNT)	GRAND TOTAL	156,654.87

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VENDOR #	NAME	DEPT.	AMOUNT
75	TIF 17 (EAST MAIN STREET)		
TR046	TRAFFIC CONTROL CO	75-00	4,836.30
	**TOTAL		4,836.30
	75 TIF 17 (EAST MAIN STREET)	GRAND TOTAL	4,836.30

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VENDOR #	NAME	DEPT.	AMOUNT
=====			
77	TIF 19 (FRANK SCOTT PARKWAY)		
UM001	UMB BANK NA	77-00	99,442.36
	**TOTAL		99,442.36
	77 TIF 19 (FRANK SCOTT PARKWAY)	GRAND TOTAL	99,442.36

VENDOR #	NAME	DEPT.	AMOUNT
78	TIF 20 - RT. 15 / S. GREEN MT		
EC007	ECKERT'S COUNTRY STORE AND FARMS	78-00	6,492.98
	**TOTAL		6,492.98
	78 TIF 20 - RT. 15 / S. GREEN MT	GRAND TOTAL	6,492.98
	GRAND TOTAL FOR ALL FUNDS:		1,082,757.83
	TOTAL FOR REGULAR CHECKS:		1,044,364.30
	TOTAL FOR DIRECT PAY VENDORS:		38,393.53

=====

A/P MANUAL CHECK POSTING LIST

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

=====

VENDOR #	NAME	DEPT.	AMOUNT
24 SEWER CONSTRUCTION FUND			
HA015	HAIER PLUMBING & HEATING, INC.	24-00	607,486.32
KO005	KORTE & LUITJOHAN CONTRACTORS INC	24-00	373,991.03
	**TOTAL		981,477.35
24 SEWER CONSTRUCTION FUND		GRAND TOTAL	981,477.35

ZONING BOARD OF APPEALS, CITY OF BELLEVILLE, ILLINOIS

ADVISORY REPORT

Application for Amendment: Chelar Tool & Die

Application Filed: 7/23/14

49-Aug14 – Chelar Tool & Die – Requesting an Area/bulk variance in order to expand the existing facility onto 17 N Florida Ave (08-22.0-419-017). The applicant has requested to increase the maximum lot coverage from 75% to 100% and to decrease the front, side, and rear setback requirements from 25' each to 0' each. The property is located in a D-2 Heavy Industry District. (Applicable portion of the zoning code: 60-6-81)

Present Zoning: D-2 Heavy Industry Zoning District

Meeting Held: 8/11/14

Publication in News Democrat: 7/25/14

Supporters: none

Objectors: none

Other comments: Bob DeRousse, 609 E. Waters Edge

Aldermen Present: none

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

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

Rebecca Boyer made a motion to APPROVE the request and seconded by Patrick Sullivan with all present members voting aye. Motion carried.

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

Chairman

ZONING BOARD OF APPEALS, CITY OF BELLEVILLE, ILLINOIS

ADVISORY REPORT

Application for Amendment: Chelar Tool & Die

Application Filed: 7/23/14

50-Aug14 – Chelar Tool & Die –Requesting a Use variance in order to expand the existing parking lot at 8 Florida Ave onto the property at 12 Florida Ave (08-22.0-420-046), which is located in an A-1 Single Family Zoning District. (Applicable portion of the zoning code: 60-6-4)

Present Zoning: A-1 Single Family Zoning District

Meeting Held: 8/11/14

Publication in News Democrat: 7/25/14

Supporters: none

Objectors: none

Other comments: Bob DeRousse, 609 E. Waters Edge

Aldermen Present: none

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

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

Rebecca Boyer made a motion to APPROVE the request and seconded by Tim Price with all present members voting aye. Motion carried.

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

Chairman

ZONING BOARD OF APPEALS, CITY OF BELLEVILLE, ILLINOIS

ADVISORY REPORT

Application for Amendment: Suzanne Smith/Suzanne's Missing Pieces

Application Filed: 7/24/14

51-Aug14 – Suzanne Smith, Suzanne's Missing Pieces – Requesting a Sign Installation permit in the Area of Special Control in order to place one flush mounted sign totaling 30 sq. ft. at 104 E. Main St. located in a C-2 Heavy Commercial Zoning District. (Applicable portion of sign code: 53-4-6)

Present Zoning: C-2 Heavy Commercial Zoning District

Meeting Held: 8/11/14

Publication in News Democrat: 7/25/14

Supporters: none

Objectors: none

Other Comments: none

Aldermen Present: Seibert

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

- A. the proposed sign requires a sign installation permit for the Area of Special Control.*
- B. the proposed sign is compatible with other signs in the Downtown area.*
- C. the materials that will be used to construct the proposed sign are similar to other graphics in Area of Special Control.*
- D. the proposed sign is similar in size and shape to that of other graphics in Area of Special Control.*

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

*IT IS THEREFORE the recommendation of the Zoning Board of Appeals that the requested Sign Installation permit for Area of Special Control be **APPROVED BY A UNANIMOUS VOTE OF ALL MEMBERS PRESENT.***

Chairman

ZONING BOARD OF APPEALS, CITY OF BELLEVILLE, ILLINOIS

ADVISORY REPORT

Application for Amendment: James Hettenhausen

Application Filed: 7/24/14

52-Aug14 – James Hettenhausen – Requesting an Area/bulk variance in order to build a carport at the end of the house six inches from the side property line at 530 Garden Blvd. located in an A-1 Single Family Residential Zoning District. (Applicable portion of zoning code: 60-3-18)

Present Zoning: A-1 Single Family Zoning District

Meeting Held: 8/11/14

Publication in News Democrat: 7/25/14

Supporters: none

Objectors: none

Other comments: none

Aldermen Present: Seibert

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

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

Rebecca Boyer made a motion to APPROVE the request and seconded by Tim Price with all present members voting aye. Motion carried.

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

Chairman

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	\$ 150.00										\$ 405.00
PLUMBING FEES	\$ 497.00	\$ 135.00	\$ 274.00										\$ 906.00
ELECTRICAL FEES	\$ 2,160.00	\$ 2,260.00	\$ 2,005.00										\$ 6,425.00
ELECTRICAL LICENSE FEES	\$ 750.00	\$ 50.00											\$ 800.00
ELECTRICAL TESTING FEES													\$ -
BUILDING PERMITS	\$ 555.00	\$ 801.00	\$ 4,391.00										\$ 5,747.00
DEMOLITION PERMITS		\$ 300.00											\$ 300.00
HOME OCCUPATION PERMITS		\$ 200.00	\$ 200.00										\$ 400.00
SIGN PERMITS	\$ 154.00	\$ 380.50	\$ 175.00										\$ 709.50
CODE BOOKS													\$ -
BOCA CODE BOOK													\$ -
CRIME FREE HOUSING	\$ 875.00	\$ 1,375.00	\$ 1,625.00										\$ 3,875.00
ZONING CERTIFICATE													\$ -
AERATION INSPECTION FEES													\$ -
OCCUPANCY PERMITS	\$ 10,250.00	\$ 13,000.00	\$ 12,550.00										\$ 35,800.00
HOUSING INSPECTIONS	\$ 12,540.00	\$ 15,000.00	\$ 15,830.00										\$ 43,370.00
EXCAVATION PERMIT	\$ 20.00	\$ 235.00	\$ 440.00										\$ 695.00
COMBINATION PERMITS	\$ 12,721.00	\$ 17,520.00	\$ 3,878.00										\$ 34,119.00
DUMPSTER PERMIT	\$ 50.00	\$ 100.00	\$ 100.00										\$ 250.00
REFUSE CONTAINER FEE	\$ 350.00	\$ 350.00	\$ 950.00										\$ 1,650.00
LARGE ITEM PICKUP FEE	\$ 2,440.00	\$ 2,795.00	\$ 3,070.00										\$ 8,305.00
SEWER TAP-IN FEES	\$ 26,175.00	\$ 73,575.00	\$ 20,475.00										\$ 120,225.00
SEWER TAP-IN INSPECTION	\$ 1,150.00	\$ 3,090.00	\$ 950.00										\$ 5,190.00
TOTAL COLLECTED	\$ 70,852.00	\$ 131,206.50	\$ 67,113.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 269,171.50



DEVELOPMENT AGREEMENT

This agreement made this 18th day of August, 2014 by and between the City of Belleville, Illinois (the "City") and M.A.C. Medical, Inc. ("M.A.C. Medical, Inc."):

WITNESSETH:

WHEREAS, M.A.C. Medical, Inc. intends on investing a minimum of \$930,000.00 to complete remodeling and façade improvements at the existing facility located at 325 West Main Street in Belleville (the "Project"); and

WHEREAS, the parties have reached an agreement in order to set forth the terms upon which the City would provide certain economic incentives for the Project and the terms upon which M.A.C. Medical, Inc. would provide jobs at said location.

Responsibilities of the City of Belleville

1. Certification of project's location in Belleville Enterprise Zone for the Abatement of Sales Tax on Building Materials used exclusively for the remodeling (Savings estimated at \$26,366.00-Total/\$5,696.00 City portion, if all materials are purchased in Belleville) of the existing facility located at 325 W. Main St. to accommodate M.A.C. Medical, Inc.
2. Façade improvement reimbursement of 20% per facade (Reimbursement not to exceed \$15,000.00) of cost of façade improvements for three (3) facades at 325 West Main Street, after documentation of costs incurred has been received and approved by the City of Belleville.
3. Lease 15 parking stalls to M.A.C. Medical, Inc. in the parking lot located at the northwest corner of W. Main St. and N. 3rd St. at a rate of \$12.00 per stall per month.

Responsibilities of M.A.C. Medical, Inc.

- A. Invest no less than \$930,000.00 at 325 W. Main St. for the remodeling of and facade improvement to the existing facility no later than March 31, 2015, and;
- B. Create fifteen (15) Full Time Equivalent (FTE) within the first year of operation, and;
- C. Create two (2) additional FTE jobs within the second year of operation, and;
- D. M.A.C. Medical, Inc. and/or successors shall commit to remain and operate at the site for no less than five (5) years; and
- E. Compliance with all existing and applicable Federal, State, County and Local laws and ordinances.

Penalties

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

Miscellaneous

1. Entire Agreement. This Agreement and any written amendments hereto shall constitute the entire agreement between the parties. Neither party shall be bound by any terms, conditions, statements or representatives, not herein contained. Each

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

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

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

By: _____
MAYOR

ATTEST: _____
CITY CLERK

M.A.C. Medical, Inc.
820 S. Mulberry St.
Millstadt, IL 62260

By: _____
Stacey Cooper, Vice President

DEVELOPMENT AGREEMENT

This agreement made this 18th day of August, 2014 by and between the City of Belleville, Illinois (the "City") and Pro-Pack Testing Laboratory, Inc. ("Pro-Pack"):

WITNESSETH:

WHEREAS, Pro-Pack intends on investing a minimum of \$365,532.00 to complete remodeling of the existing facility located at 2385 Amann Drive in Belleville (the "Project"); and

WHEREAS, the parties have reached an agreement in order to set forth the terms upon which the City would provide certain economic incentives for the Project and the terms upon which Pro-Pack would provide jobs at said location.

Responsibilities of the City of Belleville

1. Certification of project's location in Belleville Enterprise Zone for the Abatement of Sales Tax on Building Materials used exclusively for the expansion (Savings estimated at \$17,036.00-Total/\$3,681.00 City portion, if all materials are purchased in Belleville) of the existing facility located at 2385 Amann Dr. to accommodate Pro-Pack Testing Laboratory, Inc.
2. Rebate 10% of incremental property taxes related to improvements (estimated at \$1,191.00 annually) for five (5) years.

Responsibilities of Pro-Pack Testing Laboratory, Inc.

- A. Invest no less than \$365,532.00 at 2385 Amann Dr. for the expansion of the existing facility no later than March 31, 2015, and;
- B. Retain six (6) Full Time Equivalent (FTE), and;
- C. Create one (1) additional FTE jobs within the second year of operation, and;
- D. Pro-Pack Testing Laboratory, Inc. and/or successors shall commit to remain and operate at the site for no less than ten (10) years; and
- E. Compliance with all existing and applicable Federal, State, County and Local laws and ordinances.

Penalties

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

Miscellaneous

1. Entire Agreement. This Agreement and any written amendments hereto shall constitute the entire agreement between the parties. Neither party shall be bound by any terms, conditions, statements or representatives, not herein contained. Each party hereby acknowledges that in executing this Agreement it has not been induced, persuaded or motivated by any promise or representation made by the

other party, unless expressly set forth herein. All previous negotiations, statements and preliminary agreements by the parties or their representatives are merged in this Agreement.

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

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

By: _____
MAYOR

ATTEST: _____
CITY CLERK

Pro-Pack Testing Laboratory, Inc.
2385 Amann Drive
Belleville, IL 62220

By: _____
Manuel Rosa, President/CEO



CRAWFORD, MURPHY & TILLY, Inc.
 CONSULTING ENGINEERS
 Gateway Tower
 One Memorial Drive, Suite 500
 St. Louis, MO 63102
 (314) 436-5500 • (314) 436-0723 Fax

LETTER OF TRANSMITTAL

To: City of Belleville

Wastewater Treatment Facilities

450 Environmental Drive

Belleville, IL 62220

Date: July 24, 2014	Job No.: 12451-01-00
Attention: Royce Carlisle / Randy Smith	
Re: City of Belleville East Creek Watershed SSO Relief Improvements SRF Loan Disbursement Request	

WE ARE SENDING YOU Attached Under separate cover via _____ the following items:

Shop drawings Prints Plans Samples Specifications
 Copy of letter Change order _____

COPIES	DATE	NO.	DESCRIPTION
2			Disbursement Request No. 1 with Attachments

THESE ARE TRANSMITTED as checked below:

- | | | |
|--|---|---|
| <input type="checkbox"/> For approval | <input type="checkbox"/> Approved as submitted | <input type="checkbox"/> Resubmit _____ copies for approval |
| <input checked="" type="checkbox"/> For your use | <input type="checkbox"/> Approved as noted | <input type="checkbox"/> Submit _____ copies for distribution |
| <input type="checkbox"/> As requested | <input type="checkbox"/> Returned for corrections | <input type="checkbox"/> Return _____ corrected prints |
| <input type="checkbox"/> For review and comment | <input type="checkbox"/> _____ | |
- FOR BIDS DUE _____ PRINTS RETURNED AFTER LOAN TO US

REMARKS

Attached are two hard copies of Disbursement Request No. 1 for the MSC meeting and eventually the Mayor's signature (page 2). Once signed, please either scan and email me the signed page 2, or return one of the copies. I will forward the request to the IEPA.

Thanks,

COPY TO _____

SIGNED Scott Knight

If enclosures are not as noted, kindly notify us at once.

ILLINOIS ENVIRONMENTAL PROTECTION AGENCY/BUREAU OF WATER
Request for Loan Disbursement From the Water Pollution Control Loan Program

Borrower: City of Belleville
 Loan#: L17-5188
 Date: 8/4/2014 (Disbursement Request No. 1)

INSTRUCTIONS: Use this form when making a request for State loan disbursements. One form must be submitted each time you request a disbursement.

Loan Disbursement Calculation: (Please report TOTAL CUMULATIVE costs incurred to date and submit copies of all supporting invoices.) Please identify, if any, the costs that are being paid with other funding sources.

	Total Cumulative Costs Incurred to Date	Total Cumulative Eligible Costs Incurred to Date
Legal	\$0.00	\$0.00
Design Engineering (Crawford, Murphy & Tilly, Inc.)	\$249,782.47	\$222,442.00
Bidding / Const. Eng. (Crawford, Murphy & Tilly, Inc.)	\$25,877.54	\$25,877.54
Construction (Haier Plumbing & Heating, Inc.)	\$0.00	\$0.00
Contingency	\$0.00	\$0.00
Total Costs Incurred to Date	\$275,660.01	\$248,319.54
Less: Paid with other Funding Sources (Local Funds)	\$27,340.47	\$0.00
Less: Total Interest Earned on Invested Funds		\$0.00
Less: Total Disbursements to Date		\$0.00
NET DISBURSEMENT REQUESTED		\$248,319.54
<u>Your Current Loan Fund Status (Totals to Date)</u>		
Disbursements Received & Deposited in Fund:		\$0.00
Expended from Fund:		\$0.00
Interest Earned on Fund:		\$0.00
Current Fund Balance:		\$0.00

_____ FOR AGENCY USE ONLY _____

Prepared by _____ Date _____

Approved by _____ Date _____

EFT requested Yes No

DISBURSEMENT REQUESTS

The following items MUST be checked (X) for compliance. If not in compliance, explain in the text of disbursement request letter.

Indicated by checking below that:

- X a. A current, separate project construction accounting fund exists.
- X b. All unexpended loan funds are invested in an interest bearing account.
- X c. Adequate construction engineering is being provided.
- X d. The engineering charges have been reviewed and the charges are reasonable, supported by documentation and in accordance with the approved engineering contract.
- X e. No refunds, rebates or credits have been received by the borrower.
- N/A f. Appropriate flood insurance under the national Flood Insurance Act of 1968, as amended, has been acquired and maintained. At the time of FINAL disbursement, evidence must be submitted showing required flood insurance has been purchased for all eligible construction.
- X g. The sewer/water use ordinance and user rate ordinance incorporating the user charge system have been enacted and submitted prior to the first loan disbursement.
- X h. The dedicated source of revenue has been enacted and submitted prior to the first loan disbursement.
- X i. Executed construction contract documents have been submitted prior to the first disbursement.
- X j. Each prime contractor has current and appropriate insurance coverage including workman's compensation, public liability and property damage, fire, and extended coverage including "All Risk" type of Builder's Risk Insurance.
- k. If this is a FINAL disbursement request, a set of plans of record (including revised sheets to the plans for all change orders which have been issued) must be sent to the appropriate State Regional Office. Please send a copy of the transmittal letter to the Infrastructure Financial Assistance Section, Illinois Environmental Protection Agency.

I hereby certify that this request for disbursement is, to the best of my knowledge and belief, a true and accurate request for disbursement; that it is made in accordance with the conditions of the loan for the project; and that I am authorized to request disbursements on behalf of the borrower.

Authorized Representative _____ Title Mayor

 Mark W. Eckert
(Name printed or typed)



FINAL INVOICE



CITY OF BELLEVILLE
ATTN ROYCE CARLISLE
WASTEWATER DIVISION DIRECTOR
450 ENVIRONMENTAL DRIVE
BELLEVILLE, IL. 62220

Invoice # : 99880
Project : 124510100
Invoice Date : 3/11/2014
Client ID : BE4510
Dept : 1403
Page : 1

FOR PROFESSIONAL SERVICES RENDERED FROM: 2/1/2014 THROUGH 2/28/2014

EAST CREEK WATERSHED WET WEATHER FLOW RELIEF PROJECT PER AGREEMENT DATED
JANUARY 30, 2013

SENIOR ENGINEER	3.50 HRS @	\$120.00	420.00
TOTAL LABOR			<u>420.00</u>
AMOUNT DUE THIS INVOICE			<u><u>420.00</u></u>

-----Project Summary-----

Contract Amount	Previous	Current	Billings to Date	Remaining	Payments	Outstanding
250,000.00	249,362.47	420.00	249,782.47	217.53	242,938.53	6,843.94

Rate Schedule Labor

<u>Class / Employee Name</u>	<u>Date</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
SENIOR ENGINEER				
PATRICK F HUBER	02/10/2014	3.00		
PATRICK F HUBER	02/14/2014	0.50		
		----- 3.50	120.00	----- 420.00
		TOTAL LABOR		----- 420.00



INVOICE



CITY OF BELLEVILLE
ATTN ROYCE CARLISLE
WASTEWATER DIVISION DIRECTOR
450 ENVIRONMENTAL DRIVE
BELLEVILLE, IL. 62220

Invoice # : 99611
Project : 124510106
Invoice Date : 2/13/2014
Client ID : BE4510
Dept : 1403
Page : 1

FOR PROFESSIONAL SERVICES RENDERED FROM: 1/1/2014 THROUGH 1/31/2014

BIDDING AND CONSTRUCTION PHASE SERVICES FOR THE EAST CREEK WATERSHED WET WEATHER FLOW RELIEF PROJECT PER AGREEMENT DATED

ENGINEER	3.00	HRS @	\$100.00	300.00
PROJECT ENGINEER/MANAGER	37.50	HRS @	\$140.00	5,250.00
SENIOR ENGINEER	21.00	HRS @	\$120.00	2,520.00
TECHNICAL MANAGER	5.00	HRS @	\$75.00	375.00
TOTAL LABOR				8,445.00
MISC JOB EXPENSE				156.06
TOTAL DIRECT EXPENSES				156.06
AMOUNT DUE THIS INVOICE				8,601.06

-----Project Summary-----

Contract Amount	Previous	Current	Billings to Date	Remaining	Payments	Outstanding
80,000.00	0.00	8,601.06	8,601.06	71,398.94	0.00	8,601.06

Rate Schedule Labor

<u>Class / Employee Name</u>	<u>Date</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
ENGINEER				
MELISSA PETEREIN	01/27/2014	0.50		
MELISSA PETEREIN	01/28/2014	1.00		
MELISSA PETEREIN	01/29/2014	1.50		
		3.00	100.00	300.00
PROJECT ENGINEER/MANAGER				
KENNETH SCOTT KNIGHT	01/02/2014	1.00		
KENNETH SCOTT KNIGHT	01/09/2014	4.00		
KENNETH SCOTT KNIGHT	01/10/2014	6.00		
KENNETH SCOTT KNIGHT	01/13/2014	3.00		
KENNETH SCOTT KNIGHT	01/13/2014	2.00		
KENNETH SCOTT KNIGHT	01/14/2014	1.00		
KENNETH SCOTT KNIGHT	01/15/2014	1.00		
KENNETH SCOTT KNIGHT	01/16/2014	1.00		
KENNETH SCOTT KNIGHT	01/17/2014	1.00		
KENNETH SCOTT KNIGHT	01/20/2014	2.00		
KENNETH SCOTT KNIGHT	01/24/2014	1.00		
KENNETH SCOTT KNIGHT	01/24/2014	4.00		
KENNETH SCOTT KNIGHT	01/29/2014	6.00		
		33.00	140.00	4,620.00
RAED A ARMOUTI	01/07/2014	1.00		
RAED A ARMOUTI	01/10/2014	0.50		
RAED A ARMOUTI	01/13/2014	0.50		
RAED A ARMOUTI	01/14/2014	0.50		
RAED A ARMOUTI	01/22/2014	0.50		
RAED A ARMOUTI	01/27/2014	0.50		
RAED A ARMOUTI	01/29/2014	1.00		
		4.50	140.00	630.00
SENIOR ENGINEER				
JUSTIN R SABO	01/26/2014	4.00		
JUSTIN R SABO	01/27/2014	6.50		
JUSTIN R SABO	01/28/2014	6.50		
JUSTIN R SABO	01/29/2014	4.00		
		21.00	120.00	2,520.00
TECHNICAL MANAGER				
VICKI E ALLEN-CRUMP	01/08/2014	1.00		
Created PH list, Transmittal template, fax cover sheet, folder				
VICKI E ALLEN-CRUMP	01/13/2014	1.50		
Mailed Plans & spec				
Updated PH List				
Handled faxes and email request				
Created transmittals				
VICKI E ALLEN-CRUMP	01/17/2014	0.50		
Mailed Plans & spec				
Updated PH List				
Handled faxes and email request				
Created transmittal				
VICKI E ALLEN-CRUMP	01/20/2014	0.25		
Mailed plans and specs				
updated ph list				
VICKI E ALLEN-CRUMP	01/21/2014	0.25		
Mailed plans and specs				
updated ph list				
VICKI E ALLEN-CRUMP	01/29/2014	0.75		
emailed addendum to all Plan Holders				
Updated PH list				

Rate Schedule Labor

<u>Class / Employee Name</u>	<u>Date</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
TECHNICAL MANAGER				
VICKI E ALLEN-CRUMP	01/30/2014	0.25		
Mailed plans & specs Created transmittal Handled faxes				
VICKI E ALLEN-CRUMP	01/31/2014	0.50		
Mailed Plans and specs Created Transmittal Updated PH list				
		5.00	75.00	375.00
TOTAL LABOR				8,445.00

Regular Expenses

<u>Class / Employee Name</u>	<u>Date</u>	<u>Cost</u>	<u>Multiplier</u>	<u>Amount</u>
UNITED PARCEL SERVICE	01/28/2014	20.06	1.00	20.06
UNITED PARCEL SERVICE	01/28/2014	15.62	1.00	15.62
UNITED PARCEL SERVICE	01/28/2014	8.89	1.00	8.89
UNITED PARCEL SERVICE	01/28/2014	20.06	1.00	20.06
UNITED PARCEL SERVICE	01/28/2014	15.62	1.00	15.62
UNITED PARCEL SERVICE	01/28/2014	15.62	1.00	15.62
UNITED PARCEL SERVICE	01/28/2014	15.62	1.00	15.62
UNITED PARCEL SERVICE	01/28/2014	15.62	1.00	15.62
UNITED PARCEL SERVICE	02/03/2014	8.89	1.00	8.89
UNITED PARCEL SERVICE	02/03/2014	15.62	1.00	15.62
UNITED PARCEL SERVICE	02/03/2014	20.06	1.00	20.06
		156.06		156.06
MISC JOB EXPENSE				156.06
TOTAL DIRECT EXPENSES				156.06



INVOICE



CITY OF BELLEVILLE
 ATTN ROYCE CARLISLE
 WASTEWATER DIVISION DIRECTOR
 450 ENVIRONMENTAL DRIVE
 BELLEVILLE, IL. 62220

Invoice # : 99881
 Project : 124510106
 Invoice Date : 3/11/2014
 Client ID : BE4510
 Dept : 1403
 Page : 1

FOR PROFESSIONAL SERVICES RENDERED FROM: 2/1/2014 THROUGH 2/28/2014

BIDDING AND CONSTRUCTION PHASE SERVICES FOR THE EAST CREEK WATERSHED WET WEATHER FLOW RELIEF PROJECT PER AGREEMENT DATED

ARCHITECT	4.00 HRS @	\$100.00	400.00
PROJECT ENGINEER/MANAGER	44.50 HRS @	\$140.00	6,230.00
SENIOR ENGINEER	4.00 HRS @	\$120.00	480.00
TECHNICAL MANAGER	1.50 HRS @	\$75.00	112.50
TOTAL LABOR			7,222.50
REPRODUCTION--PRINTS/COPIES			260.81
MISC JOB EXPENSE			26.74
TOTAL DIRECT EXPENSES			287.55
TRAVEL - EMPLOYEE MILEAGE AND MEALS			25.76
TOTAL UNIT PRICING (RATE)			25.76
AMOUNT DUE THIS INVOICE			7,535.81

-----Project Summary-----

Contract Amount	Previous	Current	Billings to Date	Remaining	Payments	Outstanding
80,000.00	8,601.06	7,535.81	16,136.87	63,863.13	0.00	16,136.87

Rate Schedule Labor

<u>Class / Employee Name</u>	<u>Date</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
ARCHITECT				
JEREMY D JONES	02/03/2014	4.00		
		4.00	100.00	400.00
PROJECT ENGINEER/MANAGER				
JEFFREY J FICKBOHM	02/03/2014	5.00		
JEFFREY J FICKBOHM	02/04/2014	1.00		
JEFFREY J FICKBOHM	02/06/2014	1.00		
JEFFREY J FICKBOHM	02/10/2014	1.00		
		8.00	140.00	1,120.00
KENNETH SCOTT KNIGHT	02/07/2014	8.00		
KENNETH SCOTT KNIGHT	02/10/2014	4.00		
KENNETH SCOTT KNIGHT	02/12/2014	1.00		
KENNETH SCOTT KNIGHT	02/14/2014	4.00		
KENNETH SCOTT KNIGHT	02/17/2014	2.00		
KENNETH SCOTT KNIGHT	02/18/2014	2.00		
KENNETH SCOTT KNIGHT	02/19/2014	2.00		
KENNETH SCOTT KNIGHT	02/20/2014	2.00		
KENNETH SCOTT KNIGHT	02/21/2014	4.00		
KENNETH SCOTT KNIGHT	02/24/2014	2.00		
KENNETH SCOTT KNIGHT	02/25/2014	2.00		
		33.00	140.00	4,620.00
RAED A ARMOUTI	02/05/2014	1.50		
RAED A ARMOUTI	02/07/2014	2.00		
		3.50	140.00	490.00
SENIOR ENGINEER				
JUSTIN R SABO	02/11/2014	2.00		
JUSTIN R SABO	02/20/2014	2.00		
		4.00	120.00	480.00
TECHNICAL MANAGER				
VICKI E ALLEN-CRUMP	02/14/2014	0.25		
Emailed Addendum #2 to PH				
VICKI E ALLEN-CRUMP	02/19/2014	0.25		
Emailed 3rd Addendum to all Plan Holders				
VICKI E ALLEN-CRUMP	02/25/2014	0.50		
Scanned bidding contracts				
VICKI E ALLEN-CRUMP	02/27/2014	0.50		
Completed Check Recon and sent to Janice				
		1.50	75.00	112.50
TOTAL LABOR				7,222.50

Regular Expenses

<u>Regular Expenses</u>	<u>Date</u>	<u>Cost</u>	<u>Multiplier</u>	<u>Amount</u>
CUSTOM BLUEPRINT & SUPPLY, INC	03/04/2014	234.20	1.00	234.20
CUSTOM BLUEPRINT & SUPPLY, INC	03/04/2014	26.61	1.00	26.61
		260.81		260.81
REPRODUCTION--PRINTS/COPIES				260.81
UNITED PARCEL SERVICE	02/19/2014	6.68	1.00	6.68
UNITED PARCEL SERVICE	02/14/2014	20.06	1.00	20.06
MISC JOB EXPENSE				26.74
TOTAL DIRECT EXPENSES				287.55

Unit Pricing Expenses

<u>Vendor / Employee Name</u>	<u>Doc Nbr</u>	<u>Date</u>	<u>Units</u>	<u>Rate</u>	<u>Amount</u>
MILES					
RAED A ARMOUTI		02/07/2014	46.00	0.5600	25.76
		TOTAL UNIT PRICING			25.76



INVOICE



CITY OF BELLEVILLE
 ATTN ROYCE CARLISLE
 WASTEWATER DIVISION DIRECTOR
 450 ENVIRONMENTAL DRIVE
 BELLEVILLE, IL. 62220

Invoice # : 100200
 Project : 124510106
 Invoice Date : 4/14/2014
 Client ID : BE4510
 Dept : 1403
 Page : 1

FOR PROFESSIONAL SERVICES RENDERED FROM: 3/1/2014 THROUGH 4/4/2014

BIDDING AND CONSTRUCTION PHASE SERVICES FOR THE EAST CREEK WATERSHED WET WEATHER FLOW RELIEF PROJECT PER AGREEMENT DATED

PROJECT ENGINEER/MANAGER	13.50 HRS @	\$140.00	1,890.00
SENIOR ENGINEER	16.00 HRS @	\$120.00	1,920.00
TOTAL LABOR			<u>3,810.00</u>
MISC JOB EXPENSE			56.30
TOTAL DIRECT EXPENSES			<u>56.30</u>
AMOUNT DUE THIS INVOICE			<u><u>3,866.30</u></u>

-----Project Summary-----

Contract Amount	Previous	Current	Billings to Date	Remaining	Payments	Outstanding
80,000.00	16,136.87	3,866.30	20,003.17	59,996.83	16,136.87	3,866.30

CRAWFORD, MURPHY & TILLY, INC. * CONSULTING ENGINEERS * 2750 WEST WASHINGTON * SPRINGFIELD, ILLINOIS 62702-3497

(217) 787-8050 * F.E.I.N. 37-0844662 * FAX (217) 787-4183

Rate Schedule Labor

<u>Class / Employee Name</u>	<u>Date</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
PROJECT ENGINEER/MANAGER				
KENNETH SCOTT KNIGHT	03/03/2014	1.00		
KENNETH SCOTT KNIGHT	03/14/2014	4.00		
KENNETH SCOTT KNIGHT	03/17/2014	1.00		
KENNETH SCOTT KNIGHT	03/18/2014	1.00		
KENNETH SCOTT KNIGHT	03/21/2014	1.00		
KENNETH SCOTT KNIGHT	03/25/2014	2.00		
KENNETH SCOTT KNIGHT	03/27/2014	2.00		
KENNETH SCOTT KNIGHT	04/02/2014	1.00		
		13.00	140.00	1,820.00
RAED A ARMOUTI	03/13/2014	0.50		
		0.50	140.00	70.00
SENIOR ENGINEER				
JUSTIN R SABO	03/04/2014	3.00		
JUSTIN R SABO	03/13/2014	2.00		
JUSTIN R SABO	03/14/2014	6.50		
JUSTIN R SABO	03/17/2014	1.50		
JUSTIN R SABO	03/24/2014	3.00		
		16.00	120.00	1,920.00
TOTAL LABOR				3,810.00

Regular Expenses

<u>Regular Expenses</u>	<u>Date</u>	<u>Cost</u>	<u>Multiplier</u>	<u>Amount</u>
UNITED PARCEL SERVICE	04/01/2014	27.13	1.00	27.13
UNITED PARCEL SERVICE	04/01/2014	29.17	1.00	29.17
		56.30		56.30
MISC JOB EXPENSE				56.30
TOTAL DIRECT EXPENSES				56.30



INVOICE



CITY OF BELLEVILLE
 ATTN ROYCE CARLISLE
 WASTEWATER DIVISION DIRECTOR
 450 ENVIRONMENTAL DRIVE
 BELLEVILLE, IL. 62220

Invoice # : 100862
 Project : 124510106
 Invoice Date : 6/10/2014
 Client ID : BE4510
 Dept : 1403
 Page : 1

FOR PROFESSIONAL SERVICES RENDERED FROM: 5/3/2014 THROUGH 5/30/2014

BIDDING AND CONSTRUCTION PHASE SERVICES FOR THE EAST CREEK WATERSHED WET WEATHER FLOW RELIEF PROJECT PER AGREEMENT DATED

PROJECT ENGINEER/MANAGER	9.00 HRS @	\$140.00	1,260.00
SENIOR ENGINEER	4.00 HRS @	\$120.00	480.00
TOTAL LABOR			<u>1,740.00</u>
MISC JOB EXPENSE			62.54
TOTAL DIRECT EXPENSES			<u>62.54</u>
 AMOUNT DUE THIS INVOICE			<u><u>1,802.54</u></u>

-----Project Summary-----

Contract Amount	Previous	Current	Billings to Date	Remaining	Payments	Outstanding
80,000.00	20,003.17	1,802.54	21,805.71	58,194.29	20,003.17	1,802.54

Rate Schedule Labor

<u>Class / Employee Name</u>	<u>Date</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
PROJECT ENGINEER/MANAGER				
KENNETH SCOTT KNIGHT	05/05/2014	1.00		
KENNETH SCOTT KNIGHT	05/09/2014	1.00		
KENNETH SCOTT KNIGHT	05/12/2014	1.00		
KENNETH SCOTT KNIGHT	05/13/2014	1.00		
KENNETH SCOTT KNIGHT	05/15/2014	1.00		
KENNETH SCOTT KNIGHT	05/16/2014	1.00		
KENNETH SCOTT KNIGHT	05/22/2014	1.00		
KENNETH SCOTT KNIGHT	05/29/2014	2.00		

		9.00	140.00	----- 1,260.00
SENIOR ENGINEER				
JUSTIN R SABO	05/23/2014	2.00		
JUSTIN R SABO	05/30/2014	2.00		

		4.00	120.00	----- 480.00

TOTAL LABOR				----- 1,740.00

Regular Expenses

<u>Class / Employee Name</u>	<u>Date</u>	<u>Cost</u>	<u>Multiplier</u>	<u>Amount</u>
UNITED PARCEL SERVICE	04/15/2014	6.68	1.00	6.68
UNITED PARCEL SERVICE	05/27/2014	26.69	1.00	26.69
UNITED PARCEL SERVICE	05/27/2014	29.17	1.00	29.17

		62.54		----- 62.54
MISC JOB EXPENSE				----- 62.54
TOTAL DIRECT EXPENSES				----- 62.54



INVOICE



CITY OF BELLEVILLE
ATTN ROYCE CARLISLE
WASTEWATER DIVISION DIRECTOR
450 ENVIRONMENTAL DRIVE
BELLEVILLE, IL. 62220

Invoice # : 101188
Project : 124510106
Invoice Date : 7/14/2014
Client ID : BE4510
Dept : 1403
Page : 1

FOR PROFESSIONAL SERVICES RENDERED FROM: 5/31/2014 THROUGH 7/4/2014

BIDDING AND CONSTRUCTION PHASE SERVICES FOR THE EAST CREEK WATERSHED WET WEATHER FLOW RELIEF PROJECT PER AGREEMENT DATED

PROJECT ENGINEER/MANAGER	17.00	HRS @	\$140.00	2,380.00
SENIOR ENGINEER	3.50	HRS @	\$120.00	420.00
TOTAL LABOR				<u>2,800.00</u>
REPRODUCTION--PRINTS/COPIES				1,180.04
MISC JOB EXPENSE				66.59
TOTAL DIRECT EXPENSES				<u>1,246.63</u>
TRAVEL - EMPLOYEE MILEAGE AND MEALS				25.20
TOTAL UNIT PRICING (RATE)				<u>25.20</u>
AMOUNT DUE THIS INVOICE				<u><u>4,071.83</u></u>

-----Project Summary-----

Contract Amount	Previous	Current	Billings to Date	Remaining	Payments	Outstanding
80,000.00	21,805.71	4,071.83	25,877.54	54,122.46	20,003.17	5,874.37

Rate Schedule Labor

<u>Class / Employee Name</u>	<u>Date</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
PROJECT ENGINEER/MANAGER				
KENNETH SCOTT KNIGHT	06/02/2014	1.00		
KENNETH SCOTT KNIGHT	06/04/2014	1.00		
KENNETH SCOTT KNIGHT	06/10/2014	4.00		
KENNETH SCOTT KNIGHT	06/11/2014	4.00		
KENNETH SCOTT KNIGHT	06/19/2014	4.00		
KENNETH SCOTT KNIGHT	06/23/2014	1.00		
KENNETH SCOTT KNIGHT	06/27/2014	1.00		
KENNETH SCOTT KNIGHT	07/01/2014	1.00		
		17.00	140.00	2,380.00
SENIOR ENGINEER				
JUSTIN R SABO	06/05/2014	3.50		
		3.50	120.00	420.00
TOTAL LABOR				2,800.00

Regular Expenses

<u>Vendor / Employee Name</u>	<u>Date</u>	<u>Cost</u>	<u>Multiplier</u>	<u>Amount</u>
CUSTOM BLUEPRINT & SUPPLY, INC	07/01/2014	939.23	1.00	939.23
CUSTOM BLUEPRINT & SUPPLY, INC	07/08/2014	240.81	1.00	240.81
		1,180.04		1,180.04
REPRODUCTION--PRINTS/COPIES				1,180.04
UNITED PARCEL SERVICE	06/23/2014	29.17	1.00	29.17
UNITED PARCEL SERVICE	07/08/2014	9.97	1.00	9.97
UNITED PARCEL SERVICE	07/08/2014	27.45	1.00	27.45
		66.59		66.59
MISC JOB EXPENSE				66.59
TOTAL DIRECT EXPENSES				1,246.63

Unit Pricing Expenses

<u>Vendor / Employee Name</u>	<u>Doc Nbr</u>	<u>Date</u>	<u>Units</u>	<u>Rate</u>	<u>Amount</u>
MILES					
KENNETH SCOTT KNIGHT		06/11/2014	45.00	0.5600	25.20
TOTAL UNIT PRICING					25.20

AGREEMENT BETWEEN
OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES

THIS IS AN AGREEMENT made as of August __, 2014 between the City of Belleville, whose mailing address is 101 South Illinois Street, Belleville, Illinois 62220, hereinafter known as **OWNER** and Thouvenot, Wade & Moerchen, Inc., whose mailing address is 4940 Old Collinsville Road, Swansea, Illinois 62226, hereinafter known as **ENGINEER**. **OWNER** intends to construct improvements to the City of Belleville Wastewater Collection Facilities in accordance with the City of Belleville IEPA Step 1 Facility Plan and the December 2007 IEPA approved Long Term Control Plan (LTCP); however, limited to Project A below and as specified in the December 31, 2007 IEPA approval letter described as follows:

- A. *Design of 8th and E Street Improvements and SRR 23 Lift Station and Forcemain*

The above Action Item A. is herein referred to as the **Project**.

OWNER and **ENGINEER** in consideration of their mutual covenants herein agree in respect of the performance of professional engineering services by **ENGINEER** and the payment for those services by **OWNER** as set forth below.

SECTION 1 - BASIC SERVICES OF ENGINEER

1.1 General

1.1.1 The **ENGINEER** shall provide for **OWNER** professional engineering services in all phases of the **Project** to which this Agreement applies as hereinafter provided. These services will include serving as **OWNER**'s professional engineering representative for the **Project**, providing professional engineering consultation and advice and furnishing customary environmental, civil, structural, mechanical and electrical engineering services.

1.1.2 The **ENGINEER** agrees to take affirmative steps to assure that disadvantaged business enterprises are utilized when possible as sources of suppliers, equipment, construction and services in accordance with the Clean Water Loan Program rules, as required by the award conditions of USEPA's Assistance Agreement with the IEPA. The **ENGINEER** acknowledges that the fair share percentages are 5% of MBE's and 12% for WBE's.

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

1.2 Design Phase

The Design will be completed in conformance with the IEPA approved Long Term Control Plan for the **Project** as prepared by Thouvenot, Wade & Moerchen, Inc.

Services performed under this Design Phase will include:

- 1.2.1 Providing field topographic and boundary surveys and as-built drawings of existing facilities to be modified or impacted.
- 1.2.2 Work in conjunction with the City in selection of manufactured equipment, process and appurtenances to be incorporated into the construction plans.
- 1.2.3 Prepare construction plans in sufficient detail to facilitate both bidding and construction of the proposed **Project**, which shall include environmental, civil, structural, and electrical services
- 1.2.4 Assist the **OWNER** in acquiring the services of a soils engineering consultant in order to provide sufficient information concerning site soils conditions
- 1.2.5 Prepare bidding and contract documents along with technical specification.
- 1.2.6 Secure ILLINOIS ENVIRONMENTAL PROTECTION AGENCY (IEPA) approval of Plans, Specifications, Bid and Contract Documents and assist the **OWNER** in acquiring ILLINOIS ENVIRONMENTAL PROTECTION AGENCY (IEPA) Construction and Operating Permits for the proposed facilities improvements.
- 1.2.7 Preparation of legal descriptions for **OWNER**'s use in easement acquisition.

1.3 Bidding or Negotiating Phase

After written authorization to proceed with the Bidding or Negotiating Phase, **ENGINEER** shall:

- 1.3.1 Assist **OWNER** in advertising for and obtaining bids or negotiating proposals for each separate prime contract for construction, materials, equipment and services; and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-bid conferences, if any, and receive and process deposits for Bidding Documents.
- 1.3.2 Issue addenda as appropriate to interpret, clarify or expand the Bidding Documents.
- 1.3.3 Consult with and advise **OWNER** as to the acceptability of subcontractors, suppliers and other persons and organizations proposed by the prime contractor(s) (herein called **CONTRACTOR(S)**) for those portions of the work as to which such acceptability is required by the Bidding Documents.
- 1.3.4 Consult with **OWNER** concerning and determine the acceptability of substitute materials and equipment proposed by **CONTRACTOR(S)** when substitution prior to the award of contracts is allowed by the Bidding Documents.
- 1.3.5 Assist the **OWNER** with both the execution of the construction contract agreement and the submission of said executed contract to the IEPA for approval.

1.4 Construction Phase

- 1.4.1 Construction Phase engineering services, if required, shall be provided as directed by the City's Director of Wastewater.

1.5 Loan Documentation Phase

Services performed under this Loan Documentation Phase will be tracked separately from the Design and Bidding Phases, as the Loan Documentation Phase is not eligible for IEPA Loan Reimbursement. These services will include:

- 1.5.1 Assist the City Wastewater Director in the preparation of IEPA Low-Interest Loan Documents necessary to secure **Project** funding.
- 1.5.2 Assist the **OWNER** with the selection of an IEPA approvable user charge based revenue system necessary to provide sufficient funding for the City of Belleville Sewer System's Operation, Maintenance, Replacement and Debt Service Accounts.

1.6 Operation Phase

During the Operational Phase, **ENGINEER** shall, when requested by **OWNER**:

- 1.6.1 Provide assistance in the closing of any financial or related transaction for the **Project**.
- 1.6.2 Provide assistance in connection with the refining and adjusting of any equipment or system.
- 1.6.3 Prepare a set of reproducible record prints of Drawings showing those changes made during the construction process, based on the marked-up prints, drawings and other data furnished by **CONTRACTOR(S)** to **ENGINEER** and which **ENGINEER** considers significant.
- 1.6.4 In company with **OWNER**, visit the **Project** to observe any apparent defects in the complete construction, assist **OWNER** in consultations and discussions with **CONTRACTOR(S)** concerning correction of such deficiencies, and make recommendations as to replacement or correction of defective work.

SECTION 2 - ADDITIONAL SERVICES OF ENGINEER

2.1 Services Requiring Authorization in Advance

If authorized in writing by **OWNER**, **ENGINEER** shall furnish or obtain from others Additional Services of the types listed in paragraphs 2.1.1 through 2.1.7 inclusive. These services are not included as part of Basic Services except to the extent provided in paragraphs 1.1 and 1.2; these will be paid for by **OWNER** as indicated in Section 5.

- 2.1.1 Services resulting from significant changes in the general scope, extent or character of the **Project** or its design including, but not limited to, changes in size, complexity, **OWNER**'s schedule, character of construction or method of financing; and revising previously accepted studies, reports, design documents or Contract documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond **ENGINEER**'s control.
- 2.1.2 Providing renderings or models for **OWNER**'s use.

- 2.1.3 Preparing documents for alternate bids requested by **OWNER** for Contractor(s)' work which is not executed or documents for out-of-sequence work.
- 2.1.4 Assistance in connection with bid protests, rebidding or renegotiating contracts for construction, materials, equipment or services.
- 2.1.5 Assistance in connection with easement acquisition.
- 2.1.6 Preparation of operating, maintenance and staffing manuals.
- 2.1.7 Preparing to serve or serving as a consultant or witness for **OWNER** in any litigation, arbitration or other legal or administrative proceeding involving the **Project**.
- 2.1.8 Additional services in connection with the **Project**, including services that are to be furnished by **OWNER** in accordance with Section 3, and services not otherwise provided for in this Agreement.

SECTION 3 - OWNER'S RESPONSIBILITIES

OWNER shall do the following in a timely manner so as not to delay the services of **ENGINEER**.

- 3.1 Designate in writing a person to act as **OWNER's** representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define **OWNER's** policies and decisions with respect to **ENGINEER's** services for the **Project**.
- 3.2 Provide all criteria and full information as to **OWNER's** requirements for the **Project**, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which **OWNER** will require to be included in the Drawings and Specifications.
- 3.3 Assist **ENGINEER** by placing at **ENGINEER's** disposal all available information pertinent to the **Project** including previous reports and any other data relative to design or construction of the **Project**.
- 3.4 Arrange for access to and make all provisions for **ENGINEER** to enter upon public and private property as required for **ENGINEER** to perform services under this Agreement.
- 3.5 The **OWNER** shall secure the professional services of a soils consultant, shall require that the soils consultant coordinate their services with those of the **ENGINEER**, and shall require that the soils consultant provide a copy of their report directly to the **ENGINEER**, to be included with the technical specifications.
- 3.6 Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by **ENGINEER**, obtain advise of an attorney, insurance counselor and other consultants as **OWNER** deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of **ENGINEER**.
- 3.7 Furnish approvals and permits from all governmental authorities having jurisdiction over the **Project** and such approvals and consents from others as may be necessary for completion of the **Project**.
- 3.8 Provide a warranty deed and current title report of the proposed sewer improvements.
- 3.9 Give prompt written notice to **ENGINEER** whenever **OWNER** observes or otherwise becomes aware of any development that affects the scope or timing of **ENGINEER's** services, or any defect or nonconformance in the work of any Contractor.
- 3.10 Furnish, or direct **ENGINEER** to provide, Additional Services as stipulated in paragraph 2.1 of this Agreement or other services as required.
- 3.11 Bear all costs incident to compliance with the requirements of this Section 3.

SECTION 4 - PERIODS OF SERVICE

- 4.1 The provisions of this Section 4 and the various rates of compensation for **ENGINEER's** services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the **Project**.
- 4.2 After acceptance by **OWNER** of the **ENGINEER's** Drawings, Specifications and other Final Design Phase documentation including the most recent opinion of probable Total **Project** costs and upon issuance of an IEPA permit to construct both **Projects**. The design services to be rendered under this contract shall be considered complete.
- 4.3 If **OWNER** has requested significant modifications or changes in the general scope, extent or character of the **Project**, the time of performance of **ENGINEER's** services shall be adjusted equitably.
- 4.4 This contract shall remain in force for a period of 48 months.

P:\120695\1 Project Management\1.2 Contracts - Man Hours - Schedules\TWM Contract - Design and Observation-LTCP Phase 4.doc

SECTION 5 - PAYMENTS TO ENGINEER

5.1 Methods of Payment for Services and Expenses of ENGINEER

- 5.1.1 For Basic Services. **OWNER** shall pay **ENGINEER** for Basic Services rendered under Section 1.
- Section 1.2 Design Phase. A lump sum fee of **Nine Hundred Thirty Six Thousand, Eight Hundred Five Dollars (\$936,805)** for all services pertinent to Section 1.2 Design Phase.
 - Section 1.3 Bidding Phase, Section 1.4 Construction Phase, Section 1.5 Loan Documentation Phase, and Section 1.6 Operation Phase. The **OWNER** shall pay **ENGINEER** for services rendered, as directed by the City's Director of Wastewater, on an **hourly basis** in accordance with the then current Fee Schedule. The **OWNER** shall pay the **ENGINEER** for any sublet professional services (if any) at cost to the **ENGINEER** plus ten percent.

Payment for Additional Engineering Services as detailed under this paragraph performed in accordance with this Agreement is due and payable in accordance with the monthly billing, which will be in accordance with this Agreement.

5.1.2 Other Provisions Concerning Payments

If **OWNER** fails to make any payment due **ENGINEER** for services and expenses within thirty days after receipt of **ENGINEER'S** statement therefor, the amounts due **ENGINEER** will be increased at the rate of 1% per month from said thirtieth day, and in addition, **ENGINEER** may after giving seven days written notice to **OWNER**, suspend services under this Agreement until **ENGINEER** has been paid in full all amounts due for services, expenses and charges.

5.1.3 For Additional Services. Owner shall pay ENGINEER for Additional services rendered under Section 2 as follows:

- 5.1.3.1 General.** For Additional Services of **ENGINEER'S** principals and employees engaged directly on the **Project** and rendered pursuant to paragraph 2.1 (except services as a consultant or witness under paragraph 2.1.6), on an hourly basis in accordance with the then current Fee Schedule.
- 5.1.3.2 Serving as a Witness.** For services rendered by **ENGINEER'S** principals and employees as consultants or witnesses in any litigation, arbitration or other legal or administrative proceeding in accordance with paragraph 2.1.6, at the rate of \$ 960.00 per 8-hour day or any portion thereof (but compensation for time spent in preparing to appear in any such litigation, arbitration or proceeding will be on the basis provided in paragraph 5.1.3.1).

5.1.4 For Reimbursable Expenses. In addition to payments provided for in paragraphs 5.1.1 and 5.1.2, **OWNER** shall pay **ENGINEER** the actual costs of all Reimbursable Expenses incurred in connection with all Basic and Additional Services.

SECTION 6 - GENERAL CONSIDERATION

6.1 Termination

The obligation to provide further services under this Agreement may be terminated by either party upon thirty days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

6.2 Reuse of Documents

All documents including Drawings and Specifications prepared or furnished by **ENGINEER** (and **ENGINEER'S** independent professional associates and consultants) pursuant to this Agreement are instruments of service in respect of the **Project** and **ENGINEER** shall retain an ownership and property interest therein whether or not the **Project** is completed. **OWNER** may make and retain copies for information and reference in connection with the use and occupancy of the **Project** by **OWNER** and others; however, such documents are not intended or represented to be suitable for reuse by **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 **OWNER'S** sole risk and without liability or legal exposure to **ENGINEER**, or to **ENGINEER'S** independent professional associates or consultants, and **OWNER** shall indemnify and hold harmless **ENGINEER** and **ENGINEER'S** independent professional associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle **ENGINEER** to further compensating at rates to be agreed upon by **OWNER** and **ENGINEER**.

6.3 Insurance

- 6.3.1** **ENGINEER** shall procure and maintain insurance for protection from claims under worker's compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom.

6.4 Controlling Law

This Agreement is to be governed by the law of the State of Illinois.

6.5 Successors and Assigns

6.5.1 **OWNER** and **ENGINEER** each is hereby bound and the partners, successors, executors, administrators and legal representatives of **OWNER** and **ENGINEER** are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

6.5.2 Neither **OWNER** nor **ENGINEER** shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent **ENGINEER** from employing such independent professional associates and consultants as **ENGINEER** may deem appropriate to assist in the performance of services hereunder.

6.5.3 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than **OWNER** and **ENGINEER**, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of **OWNER** and **ENGINEER** and not for the benefit of any other party.

6.6 Access to Records

6.6.1 **ENGINEER** shall maintain books, records, documents and other evidence directly pertinent to performance of Agency loan work under this agreement consistent with generally accepted accounting standards in accordance with the American Institute of Certified Public Accounts Professional Standard (666 Fifth Avenue, New York, New York 10019; June 1, 1987). The Agency or any of its duly authorized representatives shall have access to such books, records, documents and other evidence for the purpose of inspection, audit and copying. The **ENGINEER** will provide facilities for such access and inspection.

6.6.2 Audits conducted pursuant to this provision shall be in accordance with generally accepted auditing standards.

6.6.3 The **ENGINEER** agrees to the disclosure of all information and reports resulting from access to records pursuant to subsection 6.6.1 above, to the Agency. Where the audit concerns the **ENGINEER**, the auditing agency will afford the **ENGINEER** an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report. The final audit report will include the written comments, if any, of the audited parties.

6.6.4 Records under subsection 6.6.1 above shall be maintained and made available during performance on Agency loan work under this agreement and until three years from day of final Agency loan audit for the **PROJECT**. In addition, those records which relate to any "dispute" appeal under an Agency loan agreement, or litigation, or the settlement of claims arising out of such performance, costs or items to which an audit exception has been taken, shall be maintained and made available until three years after the date of resolution of such appeal, litigation, claim or exception.

6.7 Contingent Fees

ENGINEER warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bonafide employees. For breach or violation of this warranty, the loan recipient shall have the right to annul this agreement without liability or in its discretion to deduct from the contract price or consideration or otherwise recover, the full amount of such commission, percentage, and brokerage of contingent fee.

6.8 Certification Regarding Debarment, Suspension and other Responsibility Matters.

ENGINEER certifies that the services of anyone that has been debarred or suspended under Federal Executive Order 12549 has not or will not be used for planning, design and construction. See attached Exhibit A.

SECTION 7 - SPECIAL PROVISIONS, EXHIBITS and SCHEDULES

- 7.1 This Agreement is subject to the provisions of the following Exhibits which are attached to and made a part of the Agreement.
- 7.1.1 **Exhibit A: Certification Regarding Debarment Suspension and other Responsibility Matters**
Exhibit B: General Terms and Conditions
Exhibit C: Current Fee Schedule
- 7.2 This Agreement (consisting of pages 1 to 13, inclusive) together with the Exhibits and schedules identified above constitute the entire agreement between OWNER and ENGINEER and supersede prior written or oral understandings. This Agreement and said Exhibits and schedules may only be amended, supplemented, modified or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

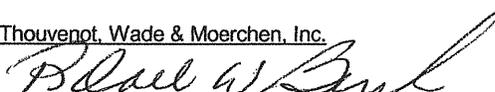
OWNER:

ENGINEER:

City of Belleville _____

Thouvenot, Wade & Moerchen, Inc. _____

Mayor Mark Eckert



Randall W. Burk (Vice President)

Address for giving notices:

Address for giving notices:

101 South Illinois Street _____

4940 Old Collinsville Road _____

Belleville, Illinois 62220 _____

Swansea, Illinois 62226 _____

EXHIBIT A - CERTIFICATION REGARDING DEBARMENT SUSPENSION
AND OTHER RESPONSIBILITY MATTERS

EPA Project Control Number _____

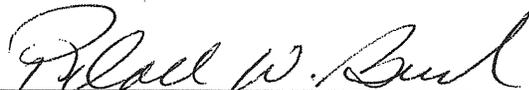
United States Environmental Protection Agency
Washington, DC 20460

Certification Regarding
Debarment, Suspension, and Other Responsibility Matters

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public 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;
- (c) Are not presently indicated 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 (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.



Randall W. Burk, Vice President

Signature of Authorized Representative

Date

07-28-2014

I am unable to certify the above statements. My explanation is attached.

EXHIBIT B - GENERAL TERMS AND CONDITIONS

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

SEVERABILITY AND SURVIVAL. If any provision of this Agreement 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 Agreement for any reason, **OWNER's** rights, duties and obligations, as well as **ENGINEER's**, will survive the completion of the Work or the termination of the Agreement, and remain in full force and effect until they are fulfilled.

SUSPENSION OF SERVICES. If **OWNER** suspends Work on the project for more than thirty (30) calendar days in the aggregate, **ENGINEER** is obviously entitled to compensation for the services performed and the charges incurred prior to that suspension. Upon resumption, **ENGINEER** may also be entitled to a fair adjustment to its fees to help offset the resulting demobilization and remobilization costs, as well as a fair adjustment in the project schedule because of the suspension. **OWNER** also agrees that **ENGINEER** is entitled to be paid, and that **OWNER** will pay **ENGINEER**, for all the services provided, even if **OWNER** subsequently decides not to proceed with the Project.

TIMELINESS OF PERFORMANCE; DELAYS. **ENGINEER** will perform its services with due and reasonable diligence consistent with sound professional practices. However, **ENGINEER** is not responsible for delays caused by factors beyond **ENGINEER's** 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, **OWNER's** failure to furnish timely information or approve or disapprove of our services or work product promptly, or delays caused by **OWNER's** faulty performance or by Contractors at any level. When such delays beyond **ENGINEER's** reasonable control occur, **OWNER** agrees that **ENGINEER** is not responsible for damages, nor shall **ENGINEER** be deemed to be in default of this Agreement.

INFORMATION PROVIDED BY OTHERS. **ENGINEER** may need **OWNER** to provide some specific information so **ENGINEER** can perform its Scope of Services. **OWNER** is also obligated to provide **ENGINEER** with any additional information available to **OWNER** or to **OWNER's** other consultants or contractors that might be applicable, necessary or helpful to **ENGINEER** in performing its Scope of Services. With all such information **OWNER** acknowledges that **ENGINEER** has to trust the accuracy, completeness and sufficiency of information when it is provided by **OWNER** 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 **OWNER**, or **OWNER** may fail to produce all the necessary or appropriate documents or information. Even so, **OWNER** agrees that for any information provided by **OWNER** or others, **ENGINEER** is entitled to rely upon it, and to assume that it is accurate, complete, and in compliance with applicable rules, regulations, codes and laws. **OWNER** therefore also agree, to the fullest extent permitted by law, to indemnify and hold **ENGINEER** harmless from any claim, liability or cost (including reasonable attorney's fees and costs of defense) should **OWNER** provide documents or other information for **ENGINEER's** use, and an injury, claim or loss arises or is alleged based upon errors, omissions, inaccuracies or code violations contained within the information **OWNER** or someone else provides.

UNDERGROUND UTILITIES & SUBSURFACE CONDITIONS. **ENGINEER's** Scope of Services may require that **ENGINEER** indicate the location of underground utilities on survey or plans. If so, **ENGINEER** will request that the location of those underground utilities be identified by surface markings. **ENGINEER** does 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. **OWNER** also agree to provide **ENGINEER** with any information **OWNER** might have about easements, pipelines, personal communication cables, or any subsurface conditions that might not otherwise be known or located. **ENGINEER** then prepares the survey / plans indicating the locations of existing underground utilities, as they have been marked, or disclosed by **OWNER**. However, **OWNER** again recognizes and understand that in order for **ENGINEER** to provide this service, **ENGINEER** is dependent upon information provided by others, and that the information upon which **ENGINEER** 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. **OWNER** should also recognize and understand that surface location markings do not identify the depth of underground utilities. **OWNER** therefore agree, to the fullest extent permitted by law, to indemnify and hold **ENGINEER** 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 **ENGINEER**.

While **ENGINEER** will indicate subsurface utilities on its plans and surveys in a manner consistent with the ordinary standard of care, unless specifically required to do so in the Scope of Services, **ENGINEER** 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 **OWNER** and **ENGINEER** acknowledge that **ENGINEER's** scope of work does not include any services related to asbestos or hazardous or toxic materials. However, while working on the site, should **ENGINEER** encounter any materials or conditions that **ENGINEER** suspects could be hazardous or toxic, **ENGINEER** will notify **OWNER** of that suspicion so that **OWNER** can investigate. In that event, or in the event that any other party encounters or suspects asbestos or toxic materials at the jobsite or any areas adjacent, **ENGINEER** may, at its option and without liability for consequential or any other damages, suspend the performance of **ENGINEER's** services on the project until **OWNER** retains 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 Agreement is in place, it is possible that conditions change, and that something occurs or is discovered that was not originally contemplated or known by **ENGINEER**. **OWNER** agrees to rely on **ENGINEER's** judgment as to the continued adequacy of this Agreement in such cases. Should **ENGINEER** identify changed conditions that in **ENGINEER's** opinion necessitate renegotiation of this Agreement, both **ENGINEER** and **OWNER** will promptly, and in good faith, enter into that renegotiation. If the parties can not agree to new Agreement terms, each have the absolute right to terminate this Agreement, in which case **OWNER** agrees to pay for the services **ENGINEER** has rendered through the date of termination.

EXHIBIT B - GENERAL TERMS AND CONDITIONS (CONTINUED)

STANDARD OF CARE. Services provided by ENGINEER under this Agreement 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 OWNER and ENGINEER owe a duty of care to the public that requires both parties to conform to applicable codes, standards, regulations and ordinances, principally to protect the public health and safety. OWNER will make no request of ENGINEER that, in ENGINEER's reasonable opinion, would be contrary to ENGINEER's professional responsibilities to protect the public. OWNER will take all actions and render all reports required of them in a timely manner. Should OWNER fail or refuse to take any required actions or render any required notices to appropriate public authorities in a timely manner, OWNER agrees that ENGINEER has the right to exercise ENGINEER's professional judgment in reporting to appropriate public officials or taking other necessary action. OWNER agrees to take no action against ENGINEER or attempt to hold ENGINEER liable in any way for carrying out what ENGINEER reasonably believes to be ENGINEER's public responsibility. OWNER also agrees that in this situation, ENGINEER has the right to immediately terminate this Agreement and cease providing services, without the notice ENGINEER would normally provide under the Termination or Suspension of Services sections of this Agreement.

In order to minimize frivolous lawsuits, OWNER will make no claim for professional negligence against ENGINEER, either directly or in a third party claim, unless OWNER has first provided ENGINEER with a written certification executed by an independent professional currently practicing in the same discipline as ENGINEER 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 ENGINEER not less than thirty (30) calendar days prior to the institution of any claim.

JOBSITE SAFETY. ENGINEER's employees will perform their work in a safe manner and in accordance with applicable rules and regulations. ENGINEER is responsible for the safety of ENGINEER's 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 OWNER and ENGINEER agree that the General Contractor is solely responsible for jobsite safety, and OWNER agrees that it is OWNER's responsibility to make that evident to OWNER's General Contractor. Neither ENGINEER's professional activities, nor the presence of ENGINEER's 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 ENGINEER nor any of ENGINEER's 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. OWNER also agrees that in order to further protect both parties, OWNER, ENGINEER, and any subconsultants ENGINEER employs, 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 ENGINEER.

CONFIDENTIALITY. If any data or information furnished to ENGINEER by OWNER is marked CONFIDENTIAL, or if OWNER directs ENGINEER to keep confidential any data generated by ENGINEER for this project, ENGINEER will not disclose that data or information to any person or entity, other than ENGINEER's own employees, any subconsultants working for ENGINEER 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 ENGINEER 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 ENGINEER's opinion is necessary for ENGINEER to defend itself from any suit or claim.

OWNER agrees that the technical methods, techniques and pricing information contained in any proposal submitted by ENGINEER pertaining to this project or contained in this Agreement 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 ENGINEER's express written consent.

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

OWNERSHIP OF INSTRUMENTS OF SERVICE. All reports, plans, specifications, computer files, field data, notes and other documents prepared by ENGINEER are instruments of the professional services ENGINEER provides. They are not products. This is an important distinction when considering the implications of "product liability" versus "professional liability". ENGINEER 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 ENGINEER, and the ownership of the copyright imbedded therein. If OWNER has paid ENGINEER in full for the services provided under this Agreement, ENGINEER will, at OWNER's request, supply OWNER with one Mylar set of final plans for the project, and grant a limited royalty-free license for OWNER 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 OWNER agrees that use or reuse for any purpose other than the Work covered under this Agreement, or any modification without ENGINEER's written permission, is at OWNER's sole risk. OWNER agree to indemnify and hold ENGINEER harmless from all claims, damages and expenses, including attorneys' fees, to release ENGINEER from all claims and liability, to waive all claims against ENGINEER, and to pay to defend ENGINEER, if OWNER or anyone else acting on OWNER's behalf, uses or reuses these data for any other purpose or Work.

EXHIBIT B - GENERAL TERMS AND CONDITIONS (CONTINUED)

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 OWNER 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 ENGINEER's paper documents, electronic data are instruments of the professional services ENGINEER provide. They are not products. As such, ENGINEER normally does not provide clients with drawings or other data as electronic files.

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

UNAUTHORIZED CHANGES. In the event OWNER allows, authorizes, consents to or approves of anyone else making changes to any plans, specifications or other construction documents prepared by ENGINEER, and those changes are not approved in writing by ENGINEER, OWNER recognizes that said changes and the results thereof are not ENGINEER's responsibility. OWNER therefore agrees, to the fullest extent permitted by law, to indemnify and hold ENGINEER harmless from any claim, liability or cost (including reasonable attorney's fees and costs of defense) should OWNER, or any of OWNER's agents or representatives other than ENGINEER, make unauthorized changes to drawings and data provided by ENGINEER.

SUPPLANTING DESIGN PROFESSIONAL. If, for any reason, ENGINEER does not complete all the services contemplated by this Agreement, ENGINEER cannot be certain of the accuracy, completeness or workability of any documents prepared by ENGINEER, especially if they are used, changed, or completed by OWNER or someone else. Since the accuracy of any such documents would no longer be in ENGINEER's control, ENGINEER also can not be held responsible for assuring that accuracy. Accordingly, OWNER agrees, to the fullest extent permitted by law, to indemnify and hold ENGINEER 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 ENGINEER. Nothing in this paragraph indemnifies ENGINEER from ENGINEER's own negligence or breach of ENGINEER's obligations under this Agreement.

DEFECTS IN SERVICE. Should OWNER discover what OWNER suspects to be a defect in ENGINEER's work or services, OWNER agrees to promptly report that suspicion to ENGINEER as soon as OWNER becomes aware of it, so that ENGINEER can investigate and take measures to correct any such defect and to minimize the consequences of it. OWNER further agrees to impose a similar notification requirement on all OWNER's 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 OWNER or OWNER's contractors or subcontractors to notify ENGINEER as required in this section, will limit ENGINEER's cost of remedying any such defects to the sum that remedy would have cost had ENGINEER 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 Agreement does not allow betterment or unjust enrichment. Therefore, if due to an oversight by ENGINEER, any required item or component of the project is omitted from the project construction documents, ENGINEER's responsibility is limited to the cost over and above what it would have cost OWNER 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 Agreement, OWNER or ENGINEER 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 OWNER or ENGINEER, or by OWNER's or ENGINEER's employees, agents, subconsultants, or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.

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

CONTINGENCY. OWNER and ENGINEER agree that although their 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 ENGINEER intended. In addition, influences beyond ENGINEER's 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 OWNER or ENGINEER initially anticipates and deviate from any pre-bid estimate of those costs prepared by ENGINEER. OWNER therefore agrees 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. OWNER further agrees to make no claim by way of direct or third-party action against ENGINEER or ENGINEER's subconsultants with respect to such increased costs.

EXHIBIT B - GENERAL TERMS AND CONDITIONS (CONTINUED)

NON-SOLICITATION OF EMPLOYEES. During the term of this agreement and for a period of two (2) years afterwards, OWNER agree that OWNER will not solicit to hire nor hire any of ENGINEER's employees, whether or not OWNER became aware of them through the performance of this Agreement. Furthermore, OWNER 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 ENGINEER's employees.

DISPUTE RESOLUTION. Should any disagreement or conflict arise between OWNER and ENGINEER in relation to this Agreement during or following the completion of the project, the parties both agree to work diligently to try to amicably resolve their differences. The parties both agree to first do so through informal discussion and agreement. Should those discussions not resolve the matter, OWNER and ENGINEER 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 parties will mutually select the certified mediator or certified mediation service. OWNER and ENGINEER 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 ENGINEER from proceeding with any legal action necessary to enforce the payment provisions of this Agreement, should OWNER fail to pay for services rendered by ENGINEER. In such cases, ENGINEER is 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 OWNER or ENGINEER against the other arising out of or in any way connected with the services to be performed under this Agreement, 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 OWNER or ENGINEER beyond those dates. In the event this Agreement is terminated early, the date of Agreement termination will be used in place of a substantial completion date.

THIRD PARTY BENEFICIARIES. Nothing contained in this Agreement should be interpreted to create a contractual relationship with, or a cause of action in favor of, a third party against either OWNER or ENGINEER. ENGINEER's services under this Agreement are being performed solely for OWNER's benefit, and no other entity shall have any claim against ENGINEER because of this Agreement or the performance or nonperformance of services under this Agreement. OWNER agrees to include a provision in all of OWNER's 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 ENGINEER in accordance with the terms herein is a material breach of this Agreement. If payment for services ENGINEER provides to OWNER is not received by ENGINEER within thirty (30) calendar days of the invoice date, OWNER agrees that while ENGINEER is not obligated to do so, ENGINEER has 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 OWNER then makes will first be applied to the accrued interest and then to the unpaid principal. In addition ENGINEER may take additional actions, which may include:

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

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

GENERAL INDEMNIFICATIONS. ENGINEER agrees, to the fullest extent permitted by law, to indemnify and hold OWNER (as well as OWNER's 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 ENGINEER's negligent acts, errors or omissions under this Agreement, or those of anyone for whom ENGINEER is legally liable.

OWNER agree, to the fullest extent permitted by law, to indemnify, defend and hold ENGINEER (as well as ENGINEER's officers, directors, employees and their heirs and assigns, and any individuals and entities ENGINEER retain for performance of the services under this Agreement, including but not limited to ENGINEER's 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 OWNER's negligent acts, errors or omissions in connection with the Project, or those of OWNER's contractors, subcontractors or other consultants, or anyone for whom OWNER is legally liable.

OWNER is not obligated to indemnify ENGINEER in any manner whatsoever for ENGINEER's own negligence. ENGINEER is not obligated to indemnify OWNER in any manner whatsoever for OWNER's own negligence. In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of both parties, they shall be borne by each party in proportion to each party's negligence.

EXHIBIT B - GENERAL TERMS AND CONDITIONS (CONTINUED)

LIMITATION OF LIABILITY. The potential risks of the project, in recognition of the relative benefits to both OWNER and ENGINEER, have been allocated in such a manner that OWNER agrees, to the fullest extent permitted by law, to limit ENGINEER's liability, and the liability of ENGINEER's subconsultants, to OWNER, 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 OWNER and agreed to by ENGINEER, the total aggregate liability for ENGINEER and ENGINEER's 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. OWNER also agrees that OWNER will not seek damages in excess of the contractually agreed limitations indirectly through suits with other parties who may join ENGINEER as a third party defendant.

Limitations on liability and indemnities in this Agreement are business understandings between OWNER and ENGINEER 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 ENGINEER's sole or gross negligence or ENGINEER's willful misconduct.

ENTIRE AGREEMENT. This Agreement contains the entire agreement between OWNER and ENGINEER 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 Agreement.

EXHIBIT C – CURRENT FEE SCHEDULE

THOUVENOT, WADE & MOERCHEN, INC.
 SCHEDULE OF FEES

Principal	\$154.00
Project Engineer V	\$146.00
Project Engineer IV	\$137.00
Project Engineer III	\$113.00
Project Engineer II	\$107.00
Project Engineer I	\$99.00
Project Manager IV	\$131.00
Project Manager III	\$119.00
Project Manager II	\$107.00
Project Manager I	\$87.00
Data Systems Manager	\$92.00
Structural Engineer V	\$149.00
Structural Engineer IV	\$137.00
Structural Engineer III	\$114.00
Structural Engineer II	\$111.00
Structural Engineer I	\$108.00
Survey Crew (3 man crew)	\$212.00
Survey Crew (2 man crew)	\$163.00
Survey Crew (2 man crew w/Robotics or GPS)	\$179.00
Survey Crew (1 man w/Robotics or GPS)	\$126.00
Survey Crew (1 man w/3D Scanner)	\$179.00
Engineer II	\$84.00
Engineer I	\$79.00
Surveyor IV	\$119.00
Surveyor III	\$107.00
Surveyor II	\$95.00
Surveyor I	\$81.00
Management Construction Engineering Services	\$107.00
Construction Observation (Non-Professional Engineer)	\$88.00
3D Scanning Technician	\$82.00
Technician V	\$79.00
Technician IV	\$75.00
Technician III	\$68.00
Technician II	\$64.00
Technician I	\$58.00
Jr. Technician	\$36.00
Senior Electrical Designer	\$106.00
Senior Transportation Designer	\$106.00
Cad Manager	\$88.00
Cad Designer III	\$80.00
Cad Designer II	\$75.00
Cad Designer I	\$64.00
Accountant II	\$92.00
Accountant I	\$67.00
Word Processing	\$59.00
Air & Vacuum Testing 2 Technicians w/ Equipment	\$177.00
Live Sewer Testing	\$226.00
Mandrel Testing 2 Technicians w/ Equipment	\$162.00
Live Sewer Testing	\$211.00
Video Testing 1 Technician w/ Equipment	\$190.00
2 Technicians w/Equipment	\$256.00
Outside Services (Consultants, Delivery Service, Express Mail, etc.)	At Cost plus 15%
Commercial Travel, Meals, Lodging & Other Expenses	At Cost
4 X 4 Polaris (per Day)	\$62.00
Travel (Non local) per Mile at current GSA rate.	

Attachment Class I - 2014

THOUVENOT,
WADE &
MORCHEN, INC.
ENGINEERS • SURVEYORS • PLANNERS



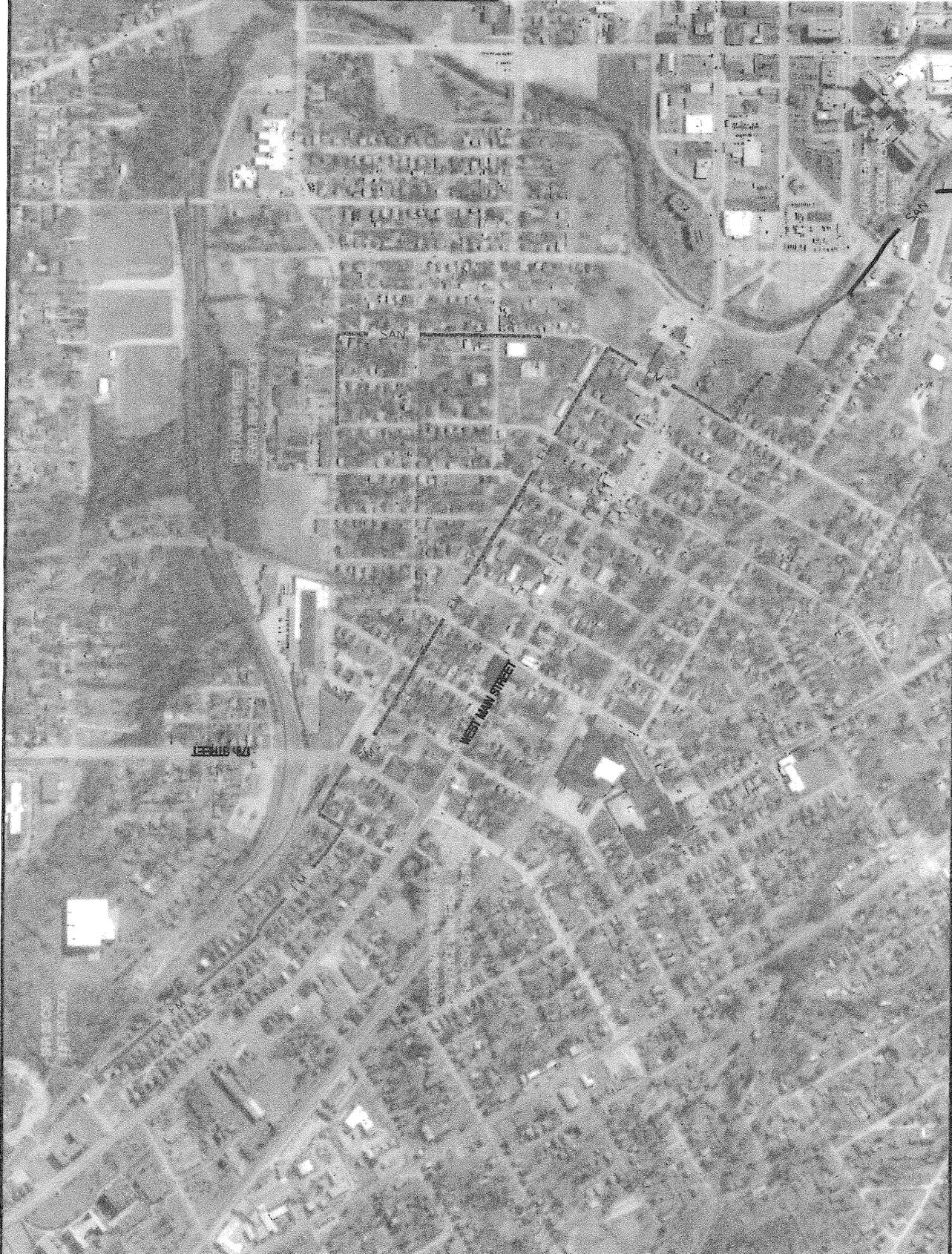
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 FAX (618) 694-4040
 ST. LOUIS OFFICE
 720 OLIVE ST., SUITE 2000A
 ST. LOUIS, MISSOURI 63101
 TEL (314) 241-2381
 FAX (314) 241-2381
 ST. CHARLES OFFICE
 400 N. 2ND STREET, SUITE 101
 ST. CHARLES, MISSOURI 63301
 TEL (636) 724-8300
 FAX (636) 724-8304

BELLEVILLE
LTCF PHASE 4
8TH AND E STREET,
SFR 23 C90 L3
INFRASTRUCTURE

SHEET NUMBER
1



SCALE: 1"=500'



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU), dated August 6, 2014 (Effective Date), is made between **National Recreation and Park Association**, a Virginia-based not-for-profit 501(c)3 with a mailing address of 22377 Belmont Ridge Road, Ashburn, Virginia, 20148 (NRPA) and **City of Belleville**, a provider of park, recreation, or community services in Belleville, Illinois (Grantee).

1. Purpose

The purpose of this MOU is to confirm approval of the terms governing the acceptance and use of One-Hundred Nine Thousand Dollars (**\$109,000**) made available to Grantee for the implementation of the agreed upon public park improvements (Project).

Made possible through the support of American Water Charitable Foundation, NRPA is managing the administration of the Building Better Communities Grant Program (Program). Grants made through this Program are intended to:

- Create opportunities for nature-based play in local parks
- Educate people about the environment, particularly water resource stewardship
- Encourage community and American Water employee volunteerism

Having been selected as a recipient of funding through this Program, Grantee is required to accept the terms contained within this MOU in order to receive funding as a grant recipient.

2. Project Funding

- A. Within 30 days upon execution of this MOU, NRPA will send Grantee a check in the amount of One-Hundred Nine Thousand Dollars (**\$109,000**)
- B. Funds will be distributed by NRPA
- C. No matching funds are required

3. Grantee Requirements

Grantee will:

- A. Build, renovate or improve play space(s) in Bellevue Park, in alignment with Grantee's proposal and as listed below:
 - Funds will support agreed upon improvements, including a 17,000 square-foot nature-themed play area providing an educational link with the lake at the site*
- B. Complete Project by December 31, 2014
- C. Submit monthly reports to NRPA, including:
 - Summary of the Project status
 - Records of public outreach and press coverage
 - Update on American Water employee and community engagement in Project
 - Timeline for planned Project completion and recognition
 - Photos showing current progress
- D. Host a site visit(s) by NRPA and/or American Water Charitable Foundation
- E. Provide opportunities for American Water employees to contribute to the Project through hands-on activities
- F. Incorporate into the Project some form of donor recognition via either a sign or structure in the space (e.g., engraved bench, plaque, etc.) to be mutually agreed upon in advance
- G. Promote receipt of grant and success of Project through press release, on-site dedication event, and ongoing social media
- H. Submit a financial summary of how the grant funds were utilized upon completion of the Project

4. Promotion

NRPA and American Water Charitable Foundation may use the Grantee and/or park names, photos, and/or information in connection with the Project for promotional or other purposes associated with the Program, in any and all media, without limitation and without further payment, notification, or permission, except where prohibited by law.

In all public statements concerning the grant or Program, the grantor shall be recognized as "American Water Charitable Foundation". Whenever possible, recognition should also be provided to "National Recreation and Park Association".

Grantee shall provide NRPA an opportunity to review any statement, message or use of grantor logo related to this grant or Project in advance of its release to the public.

5. Limits of Liability

Neither NRPA, nor American Water Charitable Foundation or any of its respective parents, subsidiaries, affiliates, officers, directors or employees shall be liable to Grantee and/or its affiliates for any liability of any kind relating to or arising out of participation in this Project hereunder.

6. Confidentiality

During the term of this MOU, the parties may learn certain confidential information of each other. For purposes of this MOU, confidential information means the confidential and proprietary information, not generally known by non-party personnel, used by the disclosing party and which is proprietary to the disclosing party, and includes, without limitation, the disclosing party's trade secret or proprietary personnel, financial, marketing and business information, including strategic, operations and other business plans or forecasts, and confidential information provided by the disclosing party regarding its employees, customers, vendors, sponsors and other contractors. Confidential information shall not be disclosed to non-party personnel.

7. Term

The term of this MOU will commence on the Effective Date and shall continue until December 31, 2014.

8. Termination

Either party may terminate this MOU at any time effective upon receipt of written notice by the other party of failure to perform. The non-performing party shall have sixty (60) days to cure its obligation. If the non-performing party fails to satisfactorily cure its obligation within this time this MOU will be terminated.

Neither party shall be liable to the other by reason of termination of this MOU for compensation, reimbursement or damages for any loss of prospective profits on anticipated sales or for expenditures, investments, leases or other commitments relating to the business or goodwill of any of the parties, notwithstanding any law to the contrary. No termination of this MOU shall release the obligation to pay any sums due to the terminating party which accrued prior to such termination.

These parties have caused this MOU to be signed by their duly authorized representatives as of the date set forth.

**NATIONAL RECREATION AND
PARK ASSOCIATION**

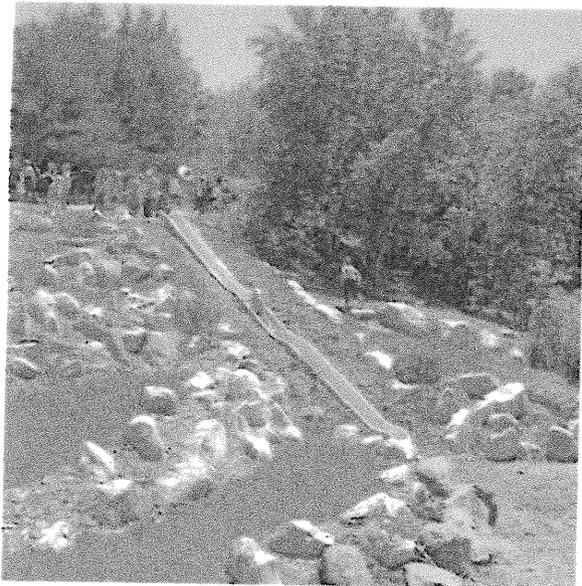
CITY OF BELLEVILLE

By: _____
Printed Name: _____
Title: _____
Date: _____

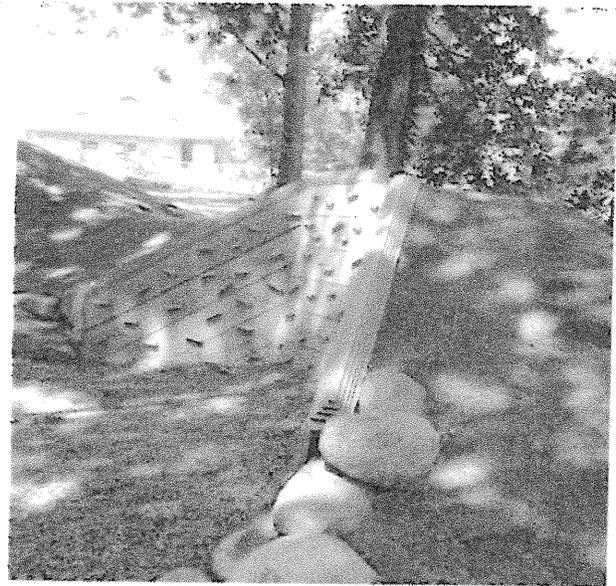
By: _____
Printed Name: Mark W. Eckert
Title: Mayor
Date: _____

American Water Charitable Foundation Grant: Bellevue Park Nature Play Area

The project will occur near the stone lodge at Bellevue Park and consist of a 17,000 sq. ft. natural play/nature based play area. The project will include an embankment slide, taking advantage of a natural hillside; stepping stumps; balance logs; a log sluice/water play area; net rail climber; natural mini challenge course; interpretive signage regarding water fowl, fish & butterflies; a notched log stepper; log benches; raised bed gardens for community & educational gardens; a hand drum; a thunder drum; climbing wall; rock scramble stairs; sand play area; water pitcher hand pump w/cistern; duck & fish food dispensers; a gazebo; tree tables; drinking fountain; bald cypress, willow oak, shumardii oak, black gum and zelkova trees; and butterfly attracting plants & bushes. The area will tie into the lake at Bellevue Park, "where people go to feed the ducks", and fish for the stocked channel catfish. The City's summer day camp, Camp Quackers, will also use the area for play & outdoor education sessions on various topics such as water, water fowl, butterflies/insects, trees, plants, etc. The grant amount is \$109,000.00 with no match requirement. Only four (4) grants were awarded in the nation. **The Foundation has requested that the City not announce this grant award until they issue a coordinated press release in early September, once all grantees have submitted the Memorandum of Understanding.**



Embankment Slide



Climbing Wall



Log Sluice/Water Play Area



Challenge Course


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

August 12, 2014

City Council:

The City of Belleville was awarded a St. Clair County Parks Grant on July 17, 2014 to procure a rubber surfaced play pod for Bicentennial Park. This is a non-matching grant. Funds are provided completely by St. Clair County.

I would like to ask the City Council to be able to utilize the US Communities Program as the bid source for this project. U.S. Communities is a nonprofit government purchasing cooperative. Lead public agencies solicit contracts which U.S. Communities makes available to agencies and nonprofits on a nationwide level. GameTime, a PlayCore Company, has been awarded the nationwide contract for playgrounds. Allowing us to utilize U.S. Communities as the bid source would eliminate the need to go out for bid on a local level since the bidding has been completed on a national level.

The total contract price for this project is \$28,670.85 including equipment and installation. This money is to be completely reimbursed by St. Clair County upon completion of the project. Attached is a FAQ on the U.S. Communities Program, playground layout, and playground quote.

Respectfully submitted,



Jason R. Poole

Assistant Director of Parks and Recreation



GameTime c/o Cunningham Recreation
 PO Box 240981
 Charlotte, NC 28224
 800.438.2780
 704.525.7356 FAX

QUOTE
 #91342

04/28/2014

Play Pockets - Option #1 (Revised)

Belleville Parks and Recreation
 Attn: Debbie Belleville
 510 West Main Street
 Belleville, IL 62220
 Phone: 618-233-1416
 Fax: 618-233-1449
 dbelleville@belleville.net

Project #: P71704
 Ship To Zip: 62220

Quantity	Part #	Description	Unit Price	Amount
2	38018	GameTime - Flower Talk Tube	\$535.00	\$1,070.00
1	38021	GameTime - Butterflies Fun Facts	\$792.00	\$792.00
1	38044	GameTime - Caterpillar	\$6,990.00	\$6,990.00
1	38214	GameTime - Bug Bench	\$644.00	\$644.00
2	38220	GameTime - Flower Yellow Petals	\$433.00	\$866.00
2	38221	GameTime - Flower Blue Petals	\$433.00	\$866.00
1	38222	GameTime - Flower Red Petals	\$433.00	\$433.00
870	GT-PIP	GT-Impax - Per SF - Poured-In-Place Rubber Surfacing at 2.5" Thick for 6' CFH - <i>Includes:</i> -All materials, freight, and installation charges for surfacing -On-site dumpster and security during surfacing installation	\$14.71	\$12,797.70
1	INSTALL	MISC - Installation of Above Equipment	\$4,100.00	\$4,100.00

*Quote includes materials only. Customer is responsible for off-loading and installation of all materials, and responsible to provide and install safety surfacing.
 *Customer is responsible for all-site work including excavation, gading and provide and install of crushed stone sub-base.
 Contract: USC

SubTotal: \$28,558.70
 Discount: (\$680.34)
 Freight: \$792.49
Total Amount: \$28,670.85



GameTime c/o Cunningham Recreation
PO Box 240981
Charlotte, NC 28224
800.438.2780
704.525.7356 FAX

QUOTE
#91342

04/28/2014

Play Pockets - Option #1 (Revised)

Pricing: Prices are firm for 30 days unless otherwise noted. Above costs assume one shipment and one installation unless otherwise noted. Taxes will be shown as a separate line item if included.

Shipment: Standard orders shipped 4 weeks after receipt of order and acceptance of your purchase order, color selections, approved submittals,(if required)unless otherwise noted. Custom equipment and shades may require a longer lead time. It is the responsibility of the owner to offload and inventory equipment, unless other arrangements have been made. Missing or damaged equipment must be reported within 60 days of acceptance of delivery. Equipment may be sent in multiple shipments based on point of origin.

Payment Terms: Payment in full, Net 30 days subject to approval by Credit Manager. A signed P.O. made out to Gametime C/O Cunningham Associates, Inc. or this signed quotation is required for all orders unless otherwise noted. A 1.5% per month finance charge will be imposed on all past due accounts. Equipment shall be invoiced separately from other services and shall be payable in advance of those services and project completion. Checks should be made payable to Game Time unless otherwise directed.

Returns: Returns are available on shipments delivered within the last 60 days and only if the product is in merchantable condition, has never been installed, and has never been stored in an area of little or no protection. A 25% restocking fee will be applied to all goods. Customer will be charged freight for both the outbound and inbound shipment. Any credit will be based on the condition of the item upon its return. Uprights cannot be returned.

Acceptance of this proposal indicates your agreement to the terms and condition stated herein.

Site should be clear, level and allow for unrestricted access of trucks and machinery. Customer is responsible for providing a secure location to off-load and store the equipment during the installation process. The customer is responsible for theft or damage of the equipment from the time the equipment is off-loaded until the installation of the equipment is complete, unless other arrangements are made and noted on the quotation. Price includes ONLY what is stated in this quotation. If additional site work or equipment is needed then the price is subject to change. Customer shall be responsible for unknown conditions such as buried utilities (public & private), tree stumps, rock, or any concealed materials or conditions that may result in additional labor or materials cost. Customer will be billed hourly or per job for any additional costs.

Acceptance of quotation:

Accepted By (printed): _____

Date: _____

Title: _____

P.O. No: _____

Telephone: _____

Fax: _____

Purchase Amount: **\$28,670.85**

SALES TAX EXEMPTION CERTIFICATE #: _____

(PLEASE PROVIDE A COPY OF CERTIFICATE)

Salesman Signature

Customer Signature

Home > Resources > FAQs

U.S. Communities Frequently Asked Questions

What is U.S. Communities?

U.S. Communities is a **nonprofit government purchasing cooperative** that reduces the cost of goods and services for participating agencies by aggregating their purchasing power nationwide. Lead public agencies competitively solicit contracts which U.S. Communities makes available to agencies and nonprofits nationwide.

[- clos

What are the advantages of participating in U.S. Communities?

- All contracts are competitively solicited by a lead public agency
- Best supplier overall government pricing
- No user fees
- The **ONLY** cooperative purchasing program founded by NACo, NLC, ASBO, USCM and NIGP
- Sponsored by 70+ state and regional organizations. See which organizations.
- Broad range of high quality products
- Third party audits performed
- Benchmarking analysis
- Oversight by key public purchasing professionals

[- clos

Does U.S. Communities have professional public purchasing advisors?

Yes. The Advisory Board consists of public purchasing professionals that provides leadership and overall direction for U.S. Communities. View the list of Advisory Board members.

[- clos

Can my public agency use the program without going out for solicitation?

Yes, in most states. All U.S. Communities contracts have been competitively solicited by a lead public agency in accordance with their government purchasing rules and regulations. Each solicitation contains language that advises all suppliers that the contract may be used by other government agencies throughout the United States. This language is based on the lead jurisdiction "Joint Powers Authority" or "Cooperative Procurement Authority". Although each government purchasing organization may have different purchasing procedures to follow, applying these competitive principles satisfies the competitive solicitation requirements of most state and local government agencies.

[- clos

What is a Joint Powers or Cooperative Procurement Authority?

State statutes generally allow a government agency to purchase from contracts competitively solicited by another government agency...

[+ mor

How can I obtain copies of the legal documentation associated with each competitively solicited contract?

The contract documents are available for download on each supplier page...

[+ mor

What does a public agency do to participate?

Registration is free and there are no restrictions on the amount...

[+ mor

How much does it cost to participate in U.S. Communities?

There are no costs or user fees...

[+ mor

How is U.S. Communities funded as a nonprofit?

Each contract supplier pays an administrative fee to participate in the program...

[+ mor

REGISTER
-or Sign In-

Solutions

BY SUPPLIER (show all ->)

BY CATEGORY

- Facilities
- Office & School
- Specialty
- Technology

Main Menu

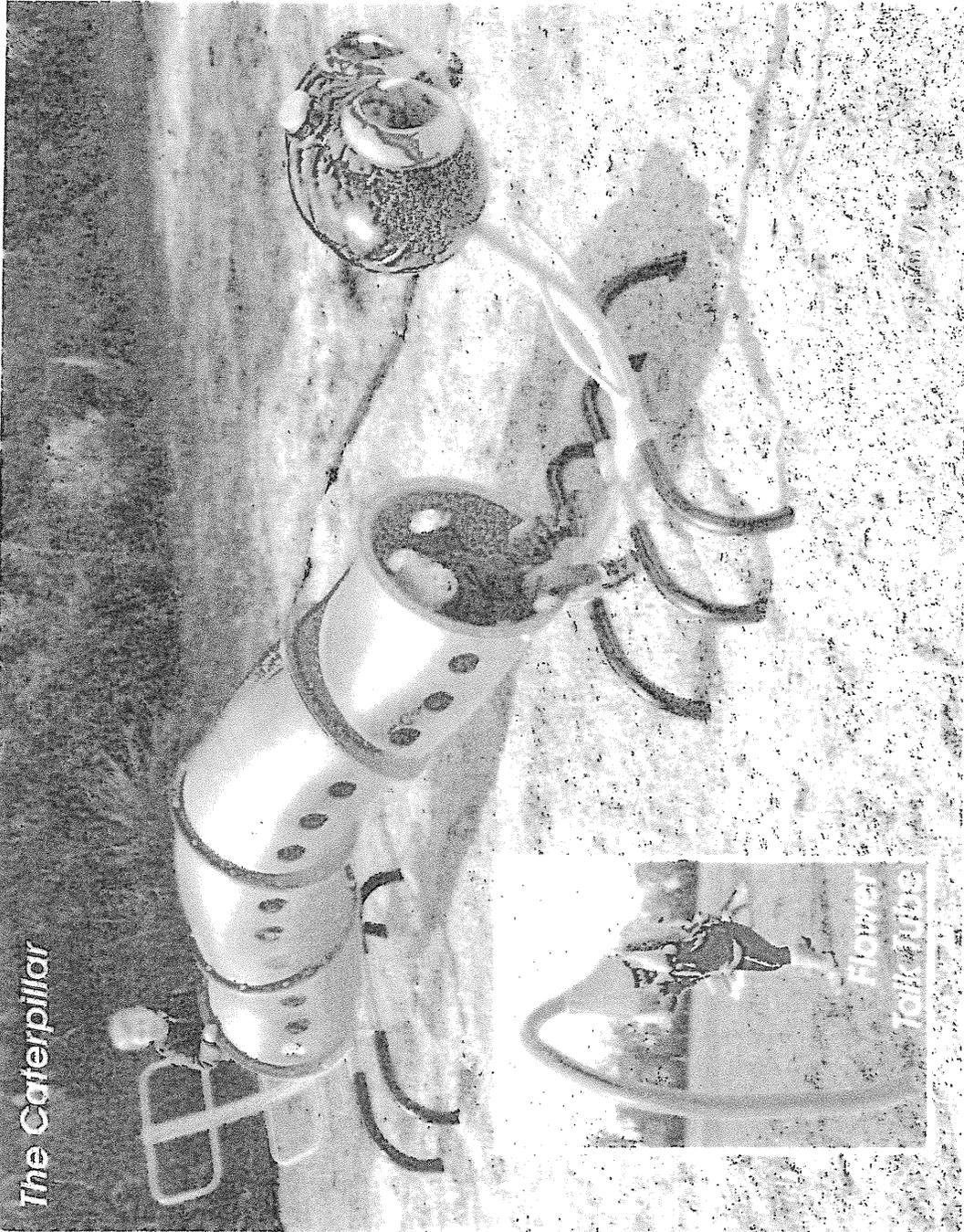
JUMP TO:

- Solicitations
- About
- News & Events
- Resources
 - State Statutes
 - Piggybacking in NY
 - NJ Cooperative Purchasing
 - Cooperative Standards
 - MICPA
 - FAQs
 - Additional Resources
 - Become a Supplier
- Shop
 - Solutions
 - Contact Us
 - Education Purchasing
 - Government Purchasing
 - Nonprofit
 - Go Green Program

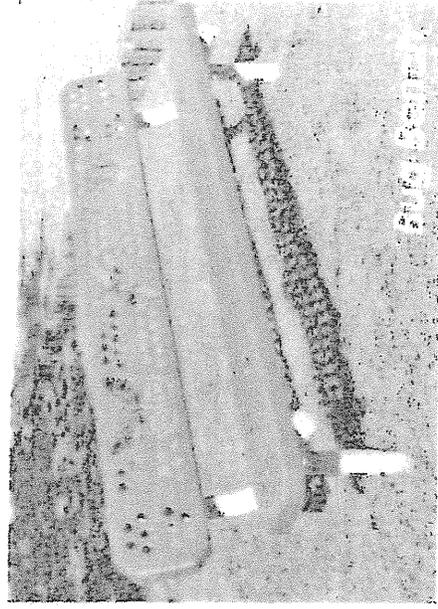
Belleville Play Pockets - Option #1 Belleville, IL

CUNNINGHAM RECREATION


Design • Build • Play



The Caterpillar



Flower Petal Strollers



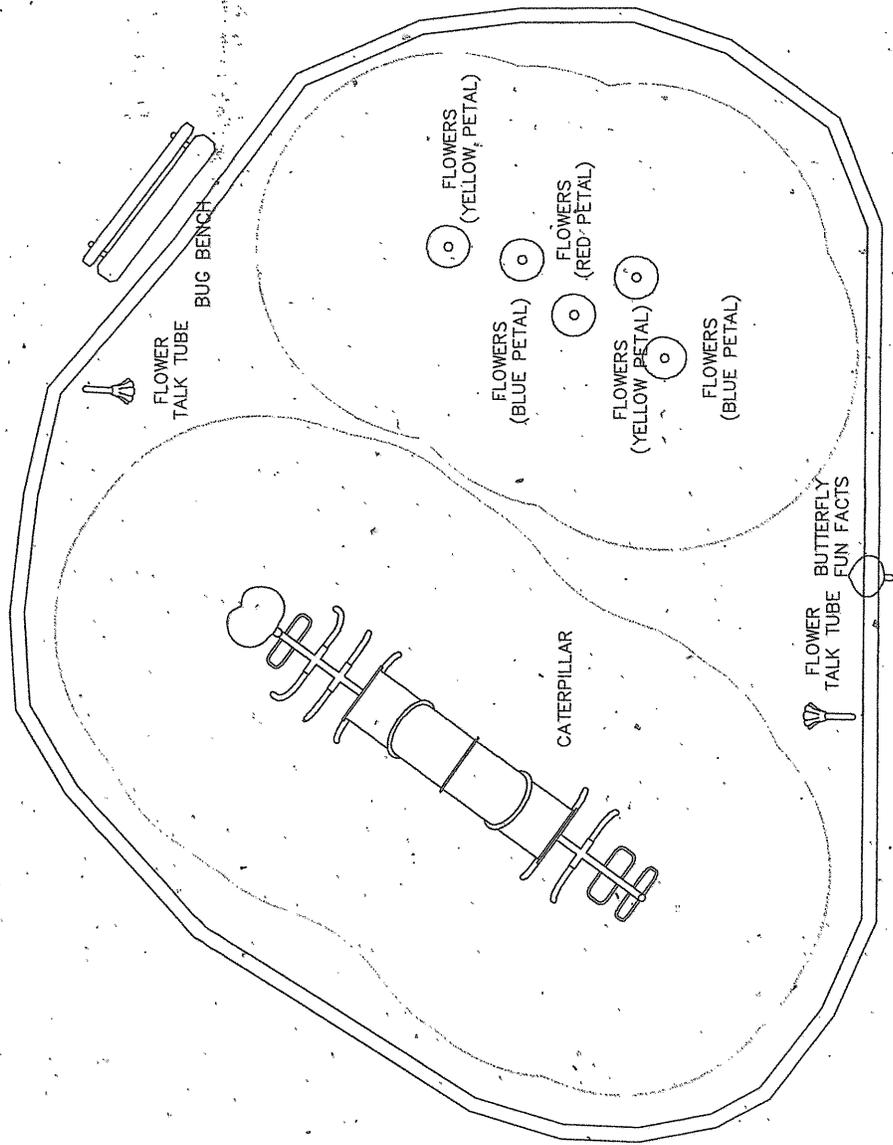
Flower Petal Strollers

www.cunninghamrecreation.com

060-558-0710

39' - 5"

30' - 5"



Gameline
 A PLAYCORE Company
 180 PlayCore Drive SE
 Fort Payne, AL 35967
 www.gameline.com



City of Belleville
 Belleville Play Pockets - Option #1
 Belleville, IL
 Representative:
 Cunningham Recreation

This play equipment is recommended for children ages 5-12

Minimum Area Required:
 Scale: NTS
 This drawing can be scaled only when in an 11" x 17" format

Owner/operator shall install and maintain protective surfacing within the use zone (U.S.) or protective surfacing zone (Canada) of all play equipment to comply with ASTM F1292, F1951, F2075, F2223, F2479, and F1487 (U.S.) or CAN/CSA Z614 (Canada).

Drawn By:
 CRS
 Date:
 4/24/2014
 Drawing Name:
 91254 - Option #1 (Revised).dwg

MEMO

To: Dallas B. Cook, City Clerk

From: Engineering Department

Date: August 14, 2014

Re: Motion for City Council Agenda August 18, 2014

Alderman Paul Seibert will make the following motions:

1. **East C Street**
Motion to approve low bidder Hank's excavating in the amount of \$255,572.28. (TIF 3 FUNDS)
2. **South 8th Street**
Motion to approve low bidder Hank's Excavating in the amount of \$634,444.15. (TIF 3 FUNDS)
3. **2014 Asphalt Patch**
Motion to approve low bidder Keeley & Sons in the amount of \$183,594.35. (TIF /MFT FUNDS)
4. **Freeburg Avenue Roundabout**
Motion to approve Kaskaskia Engineering for design and construction modification in the amount of \$29,600.00. (TIF 3)
5. **Intersection Improvements at West Main & 23rd Street**
Motion to approve EFK Moen, LLC for design in the amount of \$29,150.00. (TIF 3)
6. **12 West C Street**
Motion to approve Volkert, Inc. in the amount of \$16,700.00. (real estate services)
7. **12 West C Street**
Motion to approve Volkert, Inc. in the amount of \$9,546.00. (parking lot)
8. **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)

Pay Items	Engineer's Estimate			Hank's			Rooter's			DMS			IL Ex			Stutz			Baxmeyer			
	UP	Total	UP	Total	UP	Total	UP	Total	UP	Total	UP	Total	UP	Total	UP	Total	UP	Total	UP	Total		
Tree Removal, (Over 15 Inch Diameter)	51	\$2,040.00	58.00	\$2,958.00	79.00	\$4,029.00	50.00	\$2,550.00	84.51	\$4,310.01	60.00	\$3,060.00	106.00	\$3,060.00	106.00	\$3,060.00	106.00	\$3,060.00	106.00	\$3,060.00	106.00	\$3,060.00
Earth Excavation	1297	\$28,534.00	14.00	\$18,158.00	37.65	\$48,832.05	18.00	\$23,346.00	24.09	\$31,244.73	30.00	\$38,910.00	33.50	\$43,449.50	33.50	\$43,449.50	33.50	\$43,449.50	33.50	\$43,449.50	33.50	\$43,449.50
Grading and Shaping Ditches	140	\$5,600.00	6.00	\$840.00	23.15	\$3,241.00	30.00	\$4,200.00	10.37	\$1,451.80	12.00	\$1,680.00	17.00	\$2,380.00	17.00	\$2,380.00	17.00	\$2,380.00	17.00	\$2,380.00	17.00	\$2,380.00
Grade 3' Flat Bottom Swale	100	\$700.00	8.00	\$560.00	16.20	\$1,620.00	30.00	\$4,200.00	10.37	\$1,451.80	12.00	\$1,680.00	17.00	\$2,380.00	17.00	\$2,380.00	17.00	\$2,380.00	17.00	\$2,380.00	17.00	\$2,380.00
Trench Backfill	90	\$3,600.00	35.00	\$3,150.00	22.00	\$1,980.00	45.00	\$4,050.00	49.39	\$4,445.10	35.50	\$3,195.00	31.00	\$2,790.00	31.00	\$2,790.00	31.00	\$2,790.00	31.00	\$2,790.00	31.00	\$2,790.00
Seeding, Class 2	0.4	\$5,200.00	650.00	\$2,600.00	750.00	\$3,000.00	500.00	\$2,000.00	5294.33	\$2,117.73	2080.00	\$8,320.00	7300.00	\$8,320.00	7300.00	\$8,320.00	7300.00	\$8,320.00	7300.00	\$8,320.00	7300.00	\$8,320.00
Subbase Granular Material, Type A 6"	3474	\$24,318.00	7.40	\$25,707.60	6.30	\$21,886.20	12.00	\$41,688.00	6.99	\$24,283.26	7.95	\$27,618.30	11.00	\$38,214.00	11.00	\$38,214.00	11.00	\$38,214.00	11.00	\$38,214.00	11.00	\$38,214.00
Belleville Curb Standard 6	1806	\$3,300.00	23.00	\$41,538.00	22.45	\$40,544.70	22.00	\$39,732.00	23.81	\$43,000.86	28.25	\$51,019.50	33.00	\$59,598.00	33.00	\$59,598.00	33.00	\$59,598.00	33.00	\$59,598.00	33.00	\$59,598.00
Hot-Mix Asphalt Base Course IL 12.5, N60	592	\$50,320.00	88.75	\$52,840.00	75.10	\$44,459.20	95.00	\$95,240.00	89.47	\$29,986.24	90.80	\$53,635.20	103.00	\$60,976.00	103.00	\$60,976.00	103.00	\$60,976.00	103.00	\$60,976.00	103.00	\$60,976.00
Hot-Mix Asphalt Surface Course "C" IL 12.5, N60	296	\$25,160.00	97.25	\$28,786.00	88.35	\$26,151.60	120.00	\$35,520.00	98.10	\$29,037.60	114.40	\$33,862.40	113.00	\$33,448.00	113.00	\$33,448.00	113.00	\$33,448.00	113.00	\$33,448.00	113.00	\$33,448.00
Incidental Hot-Mix Asphalt Surface	38	\$6,460.00	175.30	\$6,661.40	210.00	\$7,980.00	215.00	\$8,170.00	176.78	\$6,717.64	207.00	\$7,956.00	203.00	\$7,714.00	203.00	\$7,714.00	203.00	\$7,714.00	203.00	\$7,714.00	203.00	\$7,714.00
Portland Cement Concrete Driveway Pavement 6"	27	\$405.00	83.00	\$2,241.00	210.00	\$5,670.00	75.00	\$2,025.00	105.94	\$2,860.38	67.00	\$1,809.00	130.00	\$3,510.00	130.00	\$3,510.00	130.00	\$3,510.00	130.00	\$3,510.00	130.00	\$3,510.00
Portland Cement Concrete Sidewalk 4 inch	20	\$140.00	27.00	\$540.00	12.50	\$280.00	15.00	\$210.00	17.71	\$725.42	15.00	\$600.00	14.00	\$2,870.00	14.00	\$2,870.00	14.00	\$2,870.00	14.00	\$2,870.00	14.00	\$2,870.00
Bituminous Concrete Surface Removal (Full Depth)	205	\$2,050.00	30.00	\$6,150.00	26.10	\$5,350.50	10.00	\$2,000.00	36.13	\$7,406.65	27.00	\$5,535.00	46.00	\$920.00	46.00	\$920.00	46.00	\$920.00	46.00	\$920.00	46.00	\$920.00
Curb Removal	46	\$300.00	7.00	\$322.00	23.00	\$1,058.00	15.00	\$300.00	18.14	\$382.80	8.00	\$160.00	5.00	\$100.00	5.00	\$100.00	5.00	\$100.00	5.00	\$100.00	5.00	\$100.00
Sidewalk Removal	3	\$60.00	15.00	\$300.00	15.00	\$300.00	10.00	\$200.00	17.44	\$5,528.48	17.00	\$5,389.00	16.00	\$300.00	16.00	\$300.00	16.00	\$300.00	16.00	\$300.00	16.00	\$300.00
Remove Existing Culverts	317	\$1,902.00	5.00	\$1,585.00	23.20	\$1,150.00	25.00	\$1,250.00	82.99	\$4,149.50	48.00	\$2,400.00	39.00	\$1,950.00	39.00	\$1,950.00	39.00	\$1,950.00	39.00	\$1,950.00	39.00	\$1,950.00
Storm Sewer Silt Removal 12" to 21"	50	\$750.00	12.00	\$600.00	10.00	\$280.00	20.00	\$560.00	32.91	\$921.48	18.00	\$504.00	16.00	\$300.00	16.00	\$300.00	16.00	\$300.00	16.00	\$300.00	16.00	\$300.00
Storm Sewer Removal 12"	28	\$224.00	11.00	\$308.00	10.00	\$280.00	20.00	\$560.00	115.17	\$460.68	165.00	\$660.00	150.00	\$300.00	150.00	\$300.00	150.00	\$300.00	150.00	\$300.00	150.00	\$300.00
Storm Sewer Removal 21"	4	\$20.00	51.00	\$102.00	50.00	\$100.00	20.00	\$40.00	115.17	\$460.68	165.00	\$660.00	150.00	\$300.00	150.00	\$300.00	150.00	\$300.00	150.00	\$300.00	150.00	\$300.00
Storm Sewer Removal 21"	4	\$20.00	51.00	\$102.00	50.00	\$100.00	20.00	\$40.00	115.17	\$460.68	165.00	\$660.00	150.00	\$300.00	150.00	\$300.00	150.00	\$300.00	150.00	\$300.00	150.00	\$300.00
Adjusting Sanitary Sewers, 8 Inch Diameter or Less	50	\$1,500.00	25.00	\$1,250.00	35.00	\$1,500.00	30.00	\$1,500.00	66.45	\$3,322.50	54.00	\$2,700.00	56.00	\$2,800.00	56.00	\$2,800.00	56.00	\$2,800.00	56.00	\$2,800.00	56.00	\$2,800.00
Inlet Type A, R-3157-2 Frame & Grate	1	\$1,500.00	1500.00	\$1,500.00	1310.00	\$1,310.00	1200.00	\$1,200.00	1355.39	\$1,355.39	1575.00	\$1,575.00	1500.00	\$1,500.00	1500.00	\$1,500.00	1500.00	\$1,500.00	1500.00	\$1,500.00	1500.00	\$1,500.00
Inlet Type A with Type 23 Frame & Grate	3	\$2,600.00	1300.00	\$2,600.00	1030.00	\$2,060.00	1200.00	\$2,400.00	1302.72	\$2,605.44	1415.00	\$2,830.00	1200.00	\$2,400.00	1200.00	\$2,400.00	1200.00	\$2,400.00	1200.00	\$2,400.00	1200.00	\$2,400.00
Inlet Belleville Standard 7	2	\$3,300.00	1500.00	\$4,500.00	1275.00	\$3,825.00	1200.00	\$3,600.00	1306.23	\$3,918.69	1500.00	\$4,500.00	1700.00	\$5,100.00	1700.00	\$5,100.00	1700.00	\$5,100.00	1700.00	\$5,100.00	1700.00	\$5,100.00
12" Dia. Corrugated Metal Pipe 16 Ga.	14	\$490.00	43.00	\$602.00	15.00	\$210.00	45.00	\$630.00	58.89	\$824.46	55.00	\$770.00	75.00	\$1,050.00	75.00	\$1,050.00	75.00	\$1,050.00	75.00	\$1,050.00	75.00	\$1,050.00
12" Dia. C900 PVC	101	\$3,535.00	65.00	\$6,565.00	37.00	\$3,737.00	48.00	\$4,848.00	39.36	\$3,975.36	78.00	\$7,878.00	53.00	\$5,353.00	53.00	\$5,353.00	53.00	\$5,353.00	53.00	\$5,353.00	53.00	\$5,353.00
15" Dia. C900 PVC	248	\$9,920.00	82.00	\$20,336.00	47.00	\$11,686.00	55.00	\$13,640.00	54.96	\$13,630.08	83.00	\$20,884.00	66.00	\$16,368.00	66.00	\$16,368.00	66.00	\$16,368.00	66.00	\$16,368.00	66.00	\$16,368.00
18" Dia. C900 PVC	12	\$720.00	120.00	\$1,440.00	95.00	\$1,140.00	70.00	\$840.00	58.88	\$708.56	137.00	\$1,644.00	85.00	\$1,020.00	85.00	\$1,020.00	85.00	\$1,020.00	85.00	\$1,020.00	85.00	\$1,020.00
15" Dia. RCCP Type 1, Class IV	26	\$35.00	\$910.00	70.00	\$1,820.00	95.00	\$2,475.00	40.00	\$1,040.00	44.05	\$1,145.30	65.00	\$1,690.00	44.00	\$1,144.00	44.00	\$1,144.00	44.00	\$1,144.00	44.00	\$1,144.00	
15" Dia. RCCP Type 1, Class IV	33	\$1,584.00	75.00	\$2,475.00	95.00	\$3,135.00	45.00	\$1,485.00	63.71	\$2,102.43	68.00	\$2,244.00	52.00	\$1,716.00	52.00	\$1,716.00	52.00	\$1,716.00	52.00	\$1,716.00	52.00	\$1,716.00
Move Existing Flared End Section 21"	2	\$400.00	300.00	\$600.00	200.00	\$600.00	200.00	\$400.00	200.00	\$400.00	200.00	\$400.00	200.00	\$400.00	200.00	\$400.00	200.00	\$400.00	200.00	\$400.00	200.00	\$400.00
Manholes Adjusted With New Type I Frame, Closed Lid	1	\$600.00	1250.00	\$1,250.00	830.00	\$830.00	800.00	\$800.00	688.00	\$688.00	800.00	\$800.00	780.00	\$780.00	780.00	\$780.00	780.00	\$780.00	780.00	\$780.00	780.00	\$780.00
Remove Sign Panel Assembly Type A	5	\$250.00	100.00	\$500.00	50.00	\$250.00	50.00	\$250.00	125.52	\$627.60	150.00	\$750.00	125.00	\$625.00	125.00	\$625.00	125.00	\$625.00	125.00	\$625.00	125.00	\$625.00
Relocate Sign Panel Assembly Type A	5	\$750.00	100.00	\$500.00	150.00	\$750.00	150.00	\$750.00	26.47	\$344.11	27.50	\$357.50	128.00	\$1,664.00	128.00	\$1,664.00	128.00	\$1,664.00	128.00	\$1,664.00	128.00	\$1,664.00
Thermoplastic Pavement Marking Line 12"	13	\$260.00	107.00	\$1,391.00	25.00	\$325.00	20.00	\$260.00	26.47	\$344.11	27.50	\$357.50	128.00	\$1,664.00	128.00	\$1,664.00	128.00	\$1,664.00	128.00	\$1,664.00	128.00	\$1,664.00
Aggregate For Temporary Access	200	\$6,000.00	29.00	\$5,800.00	20.00	\$4,000.00	25.00	\$5,000.00	57.92	\$11,584.00	24.00	\$4,800.00	31.00	\$3,100.00	31.00	\$3,100.00	31.00	\$3,100.00	31.00	\$3,100.00	31.00	\$3,100.00
Adjust Downspout Drains, 8" Diameter Or Less	100	\$1,600.00	18.00	\$1,800.00	15.00	\$1,500.00	30.00	\$3,000.00	38.74	\$3,874.00	11.00	\$1,100.00	42.00	\$5,040.00	42.00	\$5,040.00	42.00	\$5,040.00	42.00	\$5,040.00	42.00	\$5,040.00
Concrete Plug	3	\$600.00	85.00	\$2,550.00	400.00	\$1,200.00	150.00	\$450.00	626.55	\$1,879.65	275.00	\$825.00	175.00	\$525.00	175.00	\$525.00	175.00	\$525.00	175.00	\$525.00	175.00	\$525.00
Remove & Replace 6' High Wood Fence	128	\$1,536.00	0.01	\$1.28	12.00	\$1,280.00	10.00	\$1,200.00	830.56	\$830.56	525.00	\$525.00	60.00	\$7,680.00	60.00	\$7,680.00	60.00	\$7,680.00	60.00	\$7,680.00	60.00	\$7,680.00
Lamp Post Removal	1	\$125.00	120.00	\$120.00	150.00	\$150.00	100.00	\$100.00	228.83	\$4,578.60	520.00	\$10,400.00	380.00	\$3,800.00	380.00	\$3,800.00	380.00	\$3,800.00	380.00	\$3,800		

Local Agency City of Belleville, Illinois	 Illinois Department of Transportation Preliminary Engineering Services Agreement For Federal Participation	C O N S U L T A N T	Consultant Volkert, Inc.
County St. Clair County			Address 1101 Eastport Plaza Drive
Section			City Collinsville
Project No. 12 West C Street			State Illinois
Job No.			Zip Code 62234
Contact Name/Phone/E-mail Address Tim Gregowicz Mayor Mark Eckert	Contact Name/Phone/E-mail Address Roger Osthoff/Ronald C. Auld--Volkert 618.345.8918		

THIS AGREEMENT is made and entered into this 24th day of June, 2014 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the PROJECT. Federal-aid funds allotted to the LA by the state of Illinois under the general supervision of the Illinois Department of Transportation (STATE) will be used entirely or in part to finance engineering services as described under AGREEMENT PROVISIONS.

Project Description

Name 12 West C Street Route _____ Length _____ Structure No. _____

Termini _____

Description 12 West C Street Real Estate Services involving survey, appraisal/review, negotiation and relocation services. Valuation services will be provided at the following rates: Title - \$300-\$500, Survey \$3000 - \$3200, Appraisal \$4000 - \$4200/appraisal review \$1900-\$2000, Negotiations \$2400 - \$2600, Relocation \$3000 - \$3200 and Management \$1,000 for a not to exceed amount of \$16,700.

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 or STATE.
3. To complete the services herein described within 274 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 STATE 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,

- To furnish the ENGINEER all presently available survey data and information
- 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 (Pay per element) 12 West C Street Real Estate Services involving survey, appraisal/review, negotiation and relocation services.
 Valuation services will be provided at the following rates: Title \$300-\$500, Survey \$3000 - \$3200, Appraisal \$4000 - \$4200/appraisal review \$1900-\$2000, Negotiations \$2400 - \$2600, Relocation \$3000 - \$3200, and Management \$1,000

Lump Sum _____

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

With Retainage

- 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.
- 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.
- 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.

Without Retainage

- 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.
- 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.

- 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,

- 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.

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

3. 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 there from. 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. 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.
 - d. 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.
 - e. 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.
 - f. 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.
 - g. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by,
 - h. 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.
 - i. Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.
10. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of DOT assisted contracts. Failure by the ENGINEER to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LA deems appropriate.

Agreement Summary

Prime Consultant:	TIN Number	Agreement Amount
Volkert, Inc. for Real Estate Services		\$16,700.00
		(Not to Exceed)
Sub-Consultants:	TIN Number	Agreement Amount
Sub-Consultant Total:		
Prime Consultant Total:		
Total for all Work:		\$16,700.00
		(Not to Exceed)

Executed by the LA:

(Municipality/Township/County)

ATTEST:

By: _____

By: _____

Clerk

Title: _____

(SEAL)

Executed by the ENGINEER:

ATTEST:

By: _____

By: _____

Title: _____

Title: _____

Local Agency City of Belleville, Illinois	L O C A L A G E N C Y	 Illinois Department of Transportation Preliminary Engineering Services Agreement For Federal Participation	C O N S U L T A N T	Consultant Volkert, Inc.
County St. Clair County				Address 1101 Eastport Plaza Drive
Section				City Collinsville
Project No. 12 West C Street				State Illinois
Job No.				Zip Code 62234
Contact Name/Phone/E-mail Address Tim Gregowicz Mayor Mark Eckert	Contact Name/Phone/E-mail Address David Holloway - Volkert 618.345.8918 david.holloway@volkert.com			

THIS AGREEMENT is made and entered into this 3rd day of July, 2014 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the PROJECT. Federal-aid funds allotted to the LA by the state of Illinois under the general supervision of the Illinois Department of Transportation (STATE) will be used entirely or in part to finance engineering services as described under AGREEMENT PROVISIONS.

Project Description

Name 12 West C Street Route _____ Length _____ Structure No. _____

Termini _____

Description: Engineer will provide Alternative Analysis, Engineering Design, and Specifications for a proposed parking lot facility located at 12 West C Street in Belleville, IL. All engineering and specifications will be performed in accordance with the most up to date City of Belleville criteria. The following services will be provided: Survey \$1,440; Alternative Analysis \$2,268; Engineering Design, Plans, and Details \$3,888; Cost Estimate and Specifications \$1,460; for a not to exceed amount of \$9,546.00.

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 or STATE.
3. To complete the services herein described within 90 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 STATE 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 (Pay per element) The following services will be provided: Survey \$1,440; Alternative Analysis \$2,268; Engineering Design, Plans, and Details \$3,888; Cost Estimate and Specifications \$1,460;

Lump Sum _____

3. To pay the ENGINEER using one of the following methods as required by 49 CFR part 26 and 605 ILCS 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.

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 (31 U.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.

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

3. 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 there from. 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.

EFK Moen, LLC

Civil Engineering Design

DESIGN COST PROPOSAL

for the
City of Belleville, IL

Project Intersection Improvements
Route W Main at 23rd
County St. Clair

	Proposed			AGREED TO:		
	Hourly Rate	HOURS	TOTAL Cost	Hourly Rate	HOURS	TOTAL Cost
A. Topographic Survey						
Limits of Topographic Survey:						
On W Main Street - from S 22nd Street to west Calvin approach						
On 23rd Street - from W Washington to W A Street						
Topo will include sidewalk, entrances, trees, curblines, etc.	\$ 150	20	\$ 3,000			
Centerline and Curb Line Pavement Shots						
Utility On-Call Research	\$ 75	2	\$ 150			
Inlets, Flowlines, Pipe Sizes						
Establish Right of Way on Four Corners	\$ 100	8	\$ 800			
Establish Right of Way at future Ped Crossing	\$ 100	4	\$ 400			
Data Download and Mapping	\$ 75	16	\$ 1,200			
Stake up to 6 Parcels for ROW Negotiations and Utility Work	\$ 150	4	\$ 600			
*survey hours include time for travel						
Sub-Total=			\$ 6,150			0
B IDS, Ped Study and Final Intersection Plans						
1 Pedestrian Study	\$ 100	40	\$ 4,000			
Review Campus Layout - Existing and Future						
Discuss Campus Plan with Lindenwood & City of Belleville						
Design ADA Accessible Routes at 23rd Crosswalk and Mid-Block						
Incorporate Ped Signal Relocation into IDS						
2 IDS Plan	\$ 100	80	\$ 8,000			
Including Traffic Signal Plan						
3 Cover Sheet, Ties, Benchmarks, Typical Section	\$ 75	8	\$ 600			
4 Summary of Quantities Sheets	\$ 100	8	\$ 800			
Schedule of Quantities						
Summary of Quantities Calculation Book						
5 Intersection Design Plan Sheet	\$ 100	16	\$ 1,600			
To include widening of the north approach on 23rd Street	\$ 75	8	\$ 600			
6 Staging and Traffic Control	\$ 75	8	\$ 600			
7 Erosion and Sediment Control Sheets	\$ 75	8	\$ 600			
Prepare SWPPP						
8 Drainage Design and layout	\$ 100	16	\$ 1,600			
Including:						
Review of existing storm sewer capacity						
Analysis of increased runoff due to new pavement widening						
Culvert Sections and new inlet						
9 Cross Sections	\$ 75	8	\$ 600			
For widening only						
10 Removal Sheets						
11 Detail Sheets	\$ 75	8	\$ 600			
12 Incorporating City Standard Sheets						
Sub-Total=			\$ 19,600			0

EFK♦Moen, LLC
Civil Engineering Design

Project Intersection Improvements
Route W Main at 23rd
County St. Clair

DESIGN COST PROPOSAL
for the
City of Belleville, IL

		Proposed			AGREED TO:		
		Hourly Rate	HOURS	TOTAL Cost	Hourly Rate	HOURS	TOTAL Cost
E. Additional Tasks for Submittal							
13	Plan Updates from Property Negotiations	\$ 75	4	\$ 300			
14	Plan Revisions after City Review	\$ 75	4	\$ 300			
15	Special Provisions, BDE Checklists	\$ 100	4	\$ 400			
16	Meetings						
	With City of Belleville	\$ 100	4	\$ 400			
	With Lindenwood University Personnel	\$ 100	4	\$ 400			
17	Phase III Consultant Participation	\$ 100	16	\$ 1,600			
	Sub-Total=			\$ 3,400			0
E.							
	Sub-Total=						0
F.							
1							
2							
3							
	Sub-Total=			0			0
GRAND TOTAL				\$ 29,150			0



208 East Main Street
Suite 100
Belleville, Illinois 62220
618.233.5877 phone
618.233.5977 fax

June 19, 2014

Mr. Tim Gregowicz, P.E.
City of Belleville
213 South Illinois Street
Belleville, Illinois 62220

RE: Scope of Work Modification
Roundabout at S. Belt East and Freeburg Avenue
City of Belleville
Section 11-00217-00-PV
KEG No. 11-1021

Dear Mr. Gregowicz:

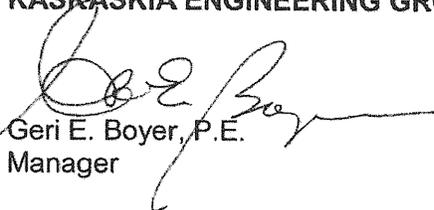
During the February 2, 2014 Coordination Meeting with the Illinois Department of Transportation (IDOT), they asked the City of Belleville to remove the super elevated curve along the east leg of the Freeburg Avenue intersection that does not meet current policy. This will require Kaskaskia Engineering Group, LLC (KEG) to perform additional tasks that were not included in the original scope of work for this project.

KEG is aware that the City of Belleville received a letter from IDOT on March 18, 2014 agreeing to help participate with the additional cost of the design and construction for this modification. KEG has reviewed this additional scope of work and is requesting \$29,600.00 to perform this work.

We appreciate the opportunity to work with you on this project. If you have any questions, please contact Todd Reyling at 618.233.5877.

Respectfully,

KASKASKIA ENGINEERING GROUP, LLC



Ger E. Boyer, P.E.
Manager

Enclosures



Illinois Department of Transportation

Division of Highways / Region 5 / District 8
1102 Eastport Plaza Drive / Collinsville, Illinois / 62234-6198

March 18, 2014

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

Dear Mayor Eckert:

Thank you for your letter of February 20, 2014, regarding the proposed roundabout at South Belt East and Freeburg Avenue.

The Department agrees to participate in this project with a lump sum of \$150,000. At this time the IDS is not approved and many comments from Program Development and the recent coordination meeting need to be addressed. The recently submitted cost estimate indicates that the roundabout will be constructed with full depth HMA pavement. The Department suggests using concrete in the roundabout and on the approach aprons to help avoid rutting & shoving, which leads to high future maintenance costs.

Once these items are resolved, please submit a new cost estimate indicating which fiscal year the City would like the Department to participate. Due to funding constraints, the Department cannot honor any additions to this lump sum payment for contingencies or higher than estimated bids. The District will offer this project during the next multi-year programming cycle in the fall of 2014. Once the funding is secured in an Annual Program, this funding cannot be postponed to another year; it must be obligated in the fiscal year it is programmed.

Should you have any additional questions or require further information, please contact our Program Development Engineer, Mr. Kirk Brown at 618/346-3112 or our Programming Engineer, Ms. Tiffany Brase at 618/346-3150.

Sincerely,

A handwritten signature in black ink that reads "Jeffrey L. Keim" followed by a small flourish.

Jeffrey L. Keim, P.E.
Deputy Director of Highways
Region Five Engineer

cc: District 8 – Bureau of Local Roads

CHIRO-MED LTD.

Excellence in Chiropractic Medicine

Benjamin J. Laux, Sr., D.C.
Clinic Director

Chad B. Weber, D.C.
Clinic Director

Clinic Staff

Susan Ivy, B.A.
Office Manager

Cindy Olson, AA
Weight Loss Director

Roman Hechenberger, BA
Custodian of Records

Cynthia Walston
Clinic Associate

Pamela Salsman, AAS, R.T. (R), (ARRT)
Clinic Associate

Carla Emke, CPT
Clinic Associate

LaTisha Pettiford, CNA
Assistant Office Manager

April J. Aleman
Custodian of Records

Bridget Munn
Clinic Associate

Radiology Consultants

Duane J. Marquart, D.C., D.A.C.B.R.

Gary P. Casper, D.C., D.A.C.B.R.

D. Robert Kuhn, D.C., D.A.C.B.R.

July 30, 2014

Dallas Cook
101 S Illinois St
Belleville, IL 62220-2199

Dear Mr. Cook:

This letter is to request permission from the Belleville City Council to hold the 5th Annual Chiro-Med 5K run/walk and 3rd Annual Main Street mile on January 24, 2015 at Lindenwood at 9 A.M.

It is the same route that was approved and used last 4 years starting and ending at Lindenwood.

The funds will be donated to 3 causes. The Special Olympics, Get Up & Go and the BRC's Couch to 5K program.

We will need 2 police officers again along with the wonderful help of the street department. We will of course cover any and all expenses of these city employees.

Please contact me at 235-3200 with any questions.

Thank you in advance for your consideration of this event.

Sincerely,

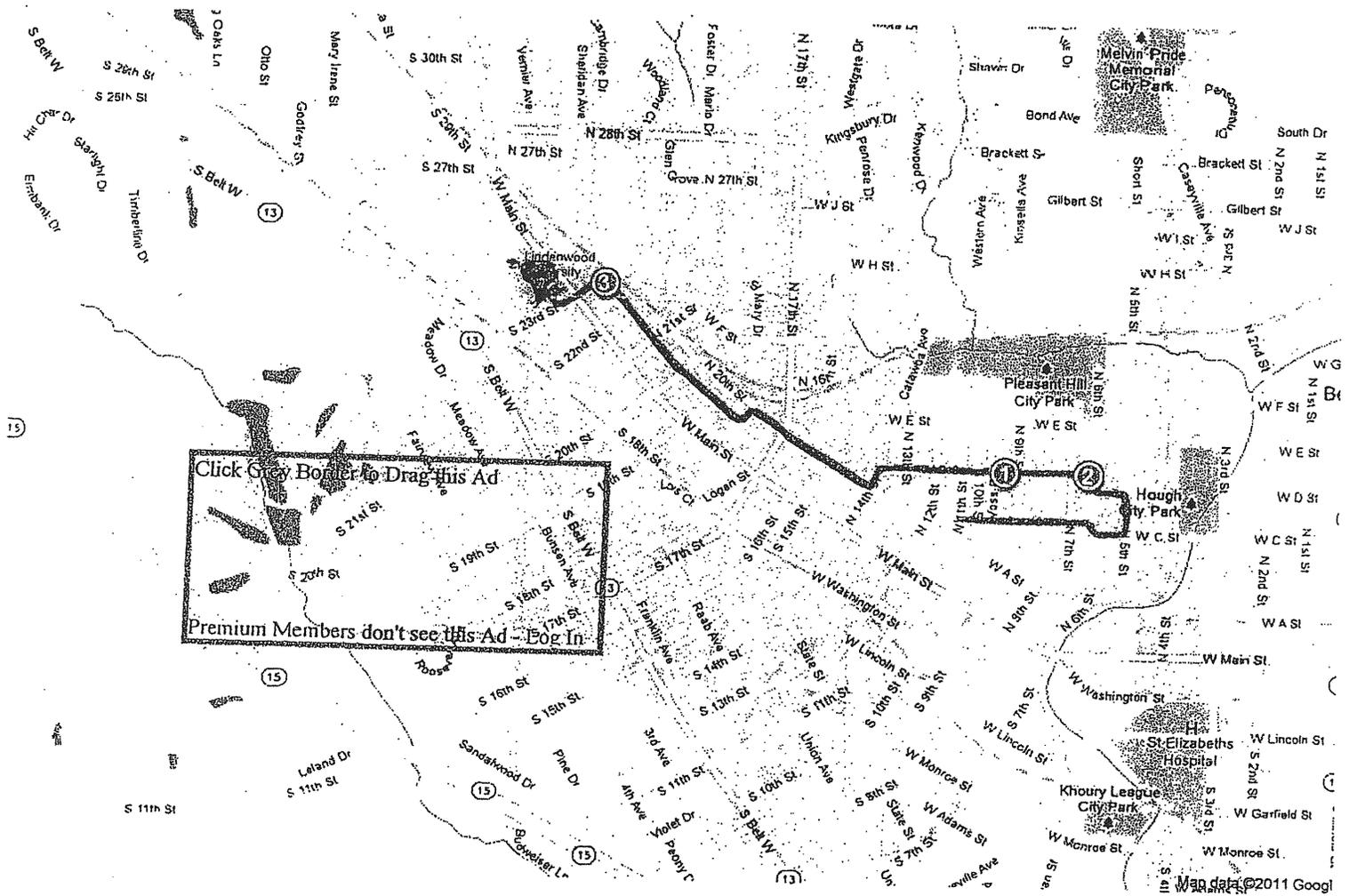


Susan Ivy Barsaloux
Race Director

3200 WEST MAIN STREET
BELLEVILLE, IL 62226
618-235-3200
FAX 618-235-3282
E-mail: chiromed1@aol.com

1480 NORTH GREEN MOUNT RD.
O'FALLON, IL 62269
618-622-2222
FAX 618-624-8357
E-mail: chiromedofallon@sbcglobal.net

www.chiromedltd.com



Click Grey Border to Drag this Ad
 Premium Members don't see this Ad - Log In

From: chiromed1@aol.com
 Sent: Tuesday, August 12, 2014 3:50 PM
 To: cowens@belleville.net
 Subject: Chiro-Med Winter Luau Race Route
 Attachments: doc06399220140812160206.pdf

Cindy

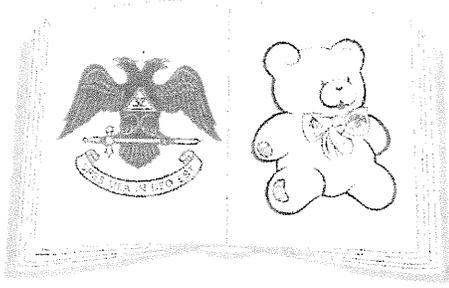
We will need 2 police officers for the 5K. One at Main in front of Lindenwood and one at 17th Street & West A Street.

Also we will need the East bound portion of Main closed between Chiro-Med (3200 W Main) and Lindenwood from approx. 9:30 to 10:00 A.M. for the Main Street Mile (Chuck Schaffer has all the details he is wonderful and took a care of all of it !)

I have attached a copy of the race route.

Thanks So Much!

Susan Ivy Barsaloux
 Office Manager
 Chiro-Med



Children's Dyslexia Center - Southern Illinois

A Scottish Rite Charity

1549 Frank Scott Parkway West
Belleville, IL 62223

Phone/Fax: (618) 235-9392

E-mail: learningcenter@sril092.com

Center Director: Michele M. Johnson

Website: readwithdyslexia.org

August 8, 2014

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

Dear Belleville City Council,

We request the Council's approval for the following event.

Our annual walk to help Children with Dyslexia will be held October 11, 2014 from 10:00 am until 1:00 pm at the Scottish Rite. The route is 3.5 miles long starting and ending at the Scottish Rite building. A very few walkers choose to leave main street and also walk through the Bellevue Park which extends the distance to a 5.0 mile walk.

See enclosed map.

This event is the biggest yearly fundraiser that helps us keep our doors open to help children with disabilities in our community.

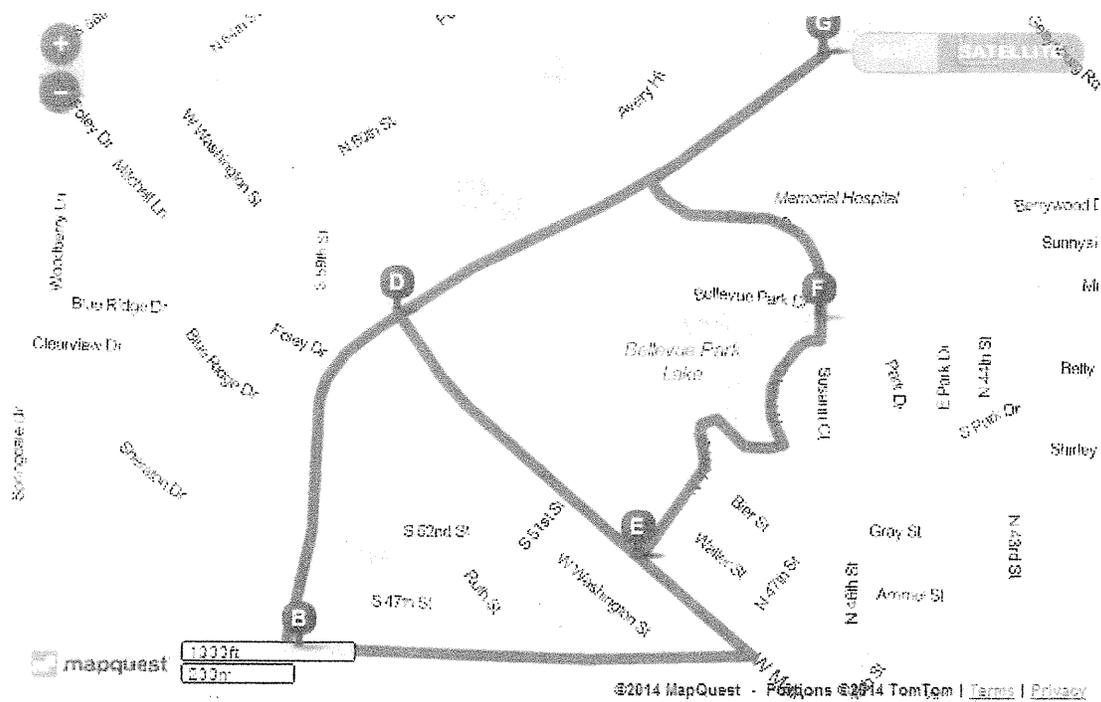
Thank you for your consideration. If you have any questions feel free to contact the Center's office at 235-9392.

Sincerely,

A handwritten signature in cursive script that reads "Dallas B. Cook".

2014 Walk Committee

Children's Dyslexia Walk-A-Thon Route



Emergency Number for --- Linda Williams 618-5815098

Restrooms are available at the Scottish Rite and Bellevue Park.

Directions for the Walk-A-Thon:

- Leave the Scottish Rite building at 1549 Frank Scott Parkway West traveling south across Main Street until you arrive at North Belt West (Walgreen's is across the street). B
- Turn left and travel east on North Belt West to Main Street,
- At Main Street, turn left and travel down Main Street to North 49th Street.

At this point you need to decide if you are walking 3 miles or 5 miles.

The 3 mile route will continue down West Main to Frank Scott Parkway (cross at the lights) where you will turn right and follow the sidewalk back to the Scottish Rite Building.

The 5 mile route will continue down North 49th Street to Bellevue Park.

- To make the 5 mile mark, you need to walk around the park's trail,
- Then walk down Dapron Drive back to Frank Scott Parkway West (crossing at the light)
- Turn right and walk back to the Scottish Rite Building.

Night moves of Belleville
IS having [NINE YEARS] A ANNIVERSARY PARTY.

We would like to closed the
Road From the corner of McClintock
And ~~WALBASH~~ WALBASH, FROM 10 AM TO 9 PM.

I will need 6 BARRATS.

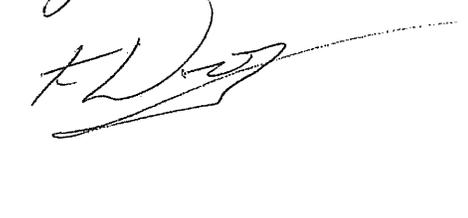
This will Be on Aug 23, 2014

Phone 233-3663

Thank You

900 McClintock

ASST Manager

Way 

Mayor Eckert,

Lavern On Main is requesting the use of the Patio + Picnic tables at the corner of Church street + E. Main street to Host Diva Night, Thursday Aug 21. From 6:00 pm to 11 pm. We would like to reserve the space and the portion of Church street from the Alley South to East Main for safety purposes. We will take responsibility for cleaning the area and place all trash in our dumpster.



Colleen Gleeson
Manager

301 E. Main
Belleville, IL 62220

618-233-6246
618-210-9692
colleee2@gmail.com

Thank you,
Mark Dinstott,
Colleen Gleeson

RESOLUTION NO. 3198

WHEREAS, the City of Belleville Art on the Square is sponsoring an event called Art on the Square in the City of Belleville which event constitutes a public purpose;

WHEREAS, this event will require the temporary closure of Route 159, a State Highway in the City of Belleville from "A" Street to Washington Street;

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

NOW THEREFORE, be it resolved by the City Council of the City of Belleville that permission to close off Route 159 from "A" Street to Washington Street as above designated, be requested of the Illinois Department of Transportation.

BE IT FURTHER RESOLVED, that this closure shall occur during the approximate time period between 12:00 p.m., Thursday, May 14, 2015 and 11:00 p.m. Sunday, May 17, 2015.

BE IT FURTHER RESOLVED, that this closure is for the public purpose of holding the inaugural weekend of Art on the Square.

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

*To be used when appropriate.

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

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

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

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

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

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

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

BE IT FURTHER RESOLVED, that the City of Belleville Art on the Square hereby agrees to assume all liabilities and pay all claims for any damage which shall be occasioned by the closing described above.

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

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

ADOPTED by the City Council of the City of Belleville this 18th day of August, 2014.

Dallas B. Cook, City Clerk

APPROVED by the Mayor of the City of Belleville this 21st day of April, 2014.

ATTEST:

Dallas B. Cook, City Clerk

Mark W. Eckert, Mayor

**DETOUR ROUTE FOR
ART ON THE SQUARE**

12:00 P.M. MAY 15, 2014 TO 11:00 P.M. MAY 18, 2014

SOUTH BOUND TRAFFIC

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

NORTH BOUND TRAFFIC

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

TRUCK DETOUR

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

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

RESOLUTION NO. 3199

WHEREAS, Art on the Square is sponsoring a Wine, Dine & Jazz Festival in the City of Belleville which event constitutes a public purpose;

WHEREAS, this event will require the temporary closure of Route 159, a State Highway in the City of Belleville at the Public Square;

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

NOW THEREFORE, be it resolved by the City Council of the City of Belleville that permission to close off Route 159 at the Public Square as above designated, be requested of the Illinois Department of Transportation.

BE IT FURTHER RESOLVED, that this closure shall occur during the approximate time period between 8:00 a.m. Friday, June 26th until 1:00 a.m. on Sunday, June 28, 2014.

BE IT FURTHER RESOLVED, that this closure is for the public purpose of holding the Wine, Dine & Jazz Festival.

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

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

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

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

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

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

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

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

BE IT FURTHER RESOLVED, that Art on the Square hereby agrees to assume all liabilities and pay all claims for any damage which shall be occasioned by the closing described above.

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

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

ADOPTED by the City Council of the City of Belleville this 2nd day of June, 2014.

Dallas B. Cook, City Clerk

APPROVED by the Mayor of the City of Belleville this 2nd day of June, 2014.

ATTEST:

Dallas B. Cook, City Clerk

Mark W. Eckert, Mayor

**2012
DETOUR ROUTE FOR
WINE, DINE & JAZZ FESTIVAL**

**8:00 AM FRIDAY, JUNE 27, 2014 UNTIL
1:00 AM SUNDAY, JUNE 28, 2014**

SOUTH BOUND TRAFFIC

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

NORTH BOUND TRAFFIC

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

TRUCK DETOUR

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

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

ORDINANCE NO. 7801

A ZONING ORDINANCE IN RE CASE #49AUG14
Chelar Tool & Die

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 an Area/bulk variance in order to expand the existing facility onto 17 N. Florida Ave. (08-22.0-419-017). The applicant has requested to increase the maximum lot coverage from 75% to 100% and to decrease the front, side, and rear setback requirements from 25' each to 0' each. The property is located in a D-2 Heavy Industry District. (Applicable portion of the zoning code: 60-6-81).

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 an Area/bulk variance in order to expand the existing facility onto 17 N. Florida Ave. (08-22.0-419-017), wherein the applicant has requested to increase the maximum lot coverage from 75% to 100% and to decrease the front, side, and rear setback requirements from 25' each to 0' each, and in which the property is located in a D-2 Heavy Industry District, is hereby granted. (Applicable portion of zoning code: 60-6-81).

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. 7802

A ZONING ORDINANCE IN RE CASE #50AUG14
Chelar Tool & Die

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 expand the existing parking lot at 8 Florida Ave. onto the property at 12 Florida Ave. (08-22.0-420-046), which is located in an A-1 Single Family Zoning District. (Applicable portion of the 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 expand the existing parking lot at 8 Florida Ave. onto the property at 12 Florida Ave. (08-22.0-420-046), which is located in an A-1 Single Family Zoning District is hereby granted. (Applicable portion of the zoning code: 60-6-4).

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

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

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

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

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

MAYOR

ATTEST:

CITY CLERK

ORDINANCE NO. 7803

A ZONING ORDINANCE IN RE CASE #51AUG14
Suzanne Smith / Suzanne's Missing Pieces

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

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

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

Whereas, an application has been filed requesting a Sign Installation permit in the Area of Special Control in order to place one flush mounted sign totaling 30 sq. ft. at 104 E. Main St. located in a C-2 Heavy Commercial Zoning District. (Applicable portion of sign code: 53-4-6).

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

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

Section 1. That the application requesting a Sign Installation permit in the Area of Special Control in order to place one flush mounted sign totaling 30 sq. ft. at 104 E. Main St. located in a C-2 Heavy Commercial Zoning District is hereby granted. (Applicable portion of sign code: 53-4-6).

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. 7804

A ZONING ORDINANCE IN RE CASE #52AUG14
James Hettenhausen

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 an Area/bulk variance in order to build a carport at the end of the house six inches from the side property line at 530 Garden Blvd. located in an A-1 Single Family Residential Zoning District. (Applicable portion of zoning code: 60-3-18).

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 an Area/bulk variance in order to build a carport at the end of the house six inches from the side property line at 530 Garden Blvd. located in an A-1 Single Family Residential Zoning District is hereby granted. (Applicable portion of zoning code: 60-3-18).

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

ADVISORY REPORT

Application for Amendment: TDL GROUP, INC

Application Filed: 6/20/14

48-JUL14 - TDL GROUP, INC. - Requesting a Special Use permit in order to use the property at 212 Turning Leaf as a Community Integrated Living Arrangement (CILA) for four (4) unrelated adults with intellectual disabilities in a C-4 Commercial District. (Applicable portion of zoning code: 60-6-63)

Present Zoning: C-4 Commercial Zoning District

Meeting Held: 7/24/14

Publication in News Democrat: 7/9/14

Supporters: Donna Takmajian-2216 Marley Ave, Granite City

Objectors: Amber Hayes-200 Turning Leaf Circle, Samantha Harpel-201 Turning Leaf Circle, Edna Norman-213 Turning Leaf Circle, Kevin Koch-2653 Cedar Grove Dr., Paula Dutton-address not listed, Santa Root-address not listed, Jessica Beckemeyer-2625 Cedar Grove Dr., Vandala Smith-address not listed, Jenn Gherardini-2609 Commons Parkway

Other comments: none

Aldermen Present: Galetti

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

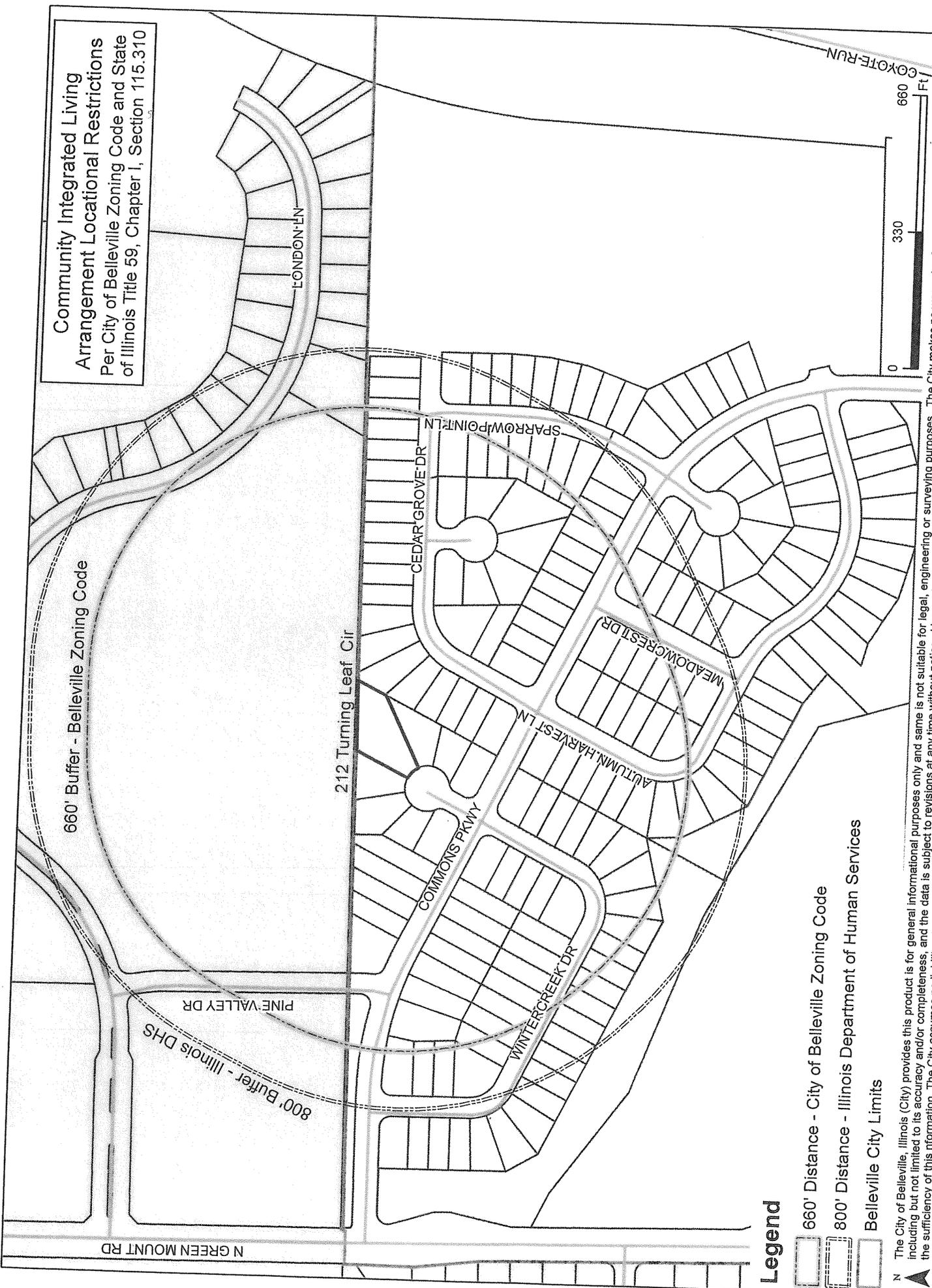
- A. *the proposed design, location, and manner of operation of the proposed special use will adequately protect the public health, safety, and welfare, and the physical environment;*
- B. *the proposed special use is consistent with this municipality's comprehensive plan;*
- B. *the proposed special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

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

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

Chairman

Community Integrated Living
 Arrangement Locational Restrictions
 Per City of Belleville Zoning Code and State
 of Illinois Title 59, Chapter I, Section 115.310



660' Buffer - Belleville Zoning Code

800' Buffer - Illinois DHS

212 Turning Leaf Cir

CEDAR GROVE DR

COMMONS PKWY

WINTERCREEK DR

AUTUMN HARVEST LN

MEADOWCREST DR

SPARROW POINT LN

LONDON LN

660 Ft

330

0

Legend

-  660' Distance - City of Belleville Zoning Code
-  800' Distance - Illinois Department of Human Services
-  Belleville City Limits

N
 The City of Belleville, Illinois (City) provides this product 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 Dept. at (618) 233-6810.

ORDINANCE NO. 7799

A ZONING ORDINANCE IN RE CASE #48JUL14

TDL Group, 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:

Whereas, an application has been filed requesting a Special Use permit in order to use the property at 212 Turning Leaf as a Community Integrated Living Arrangement (CILA) for four (4) unrelated adults with intellectual disabilities in a C-4 Commercial District. (Applicable portion of Zoning Code: 60-6-63).

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

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

Section 1. That the application requesting a Special Use permit in order to use the property at 212 Turning Leaf as a Community Integrated Living Arrangement (CILA) for four (4) unrelated adults with intellectual disabilities in a C-4 Commercial District is hereby granted. (Applicable portion of Zoning Code: 60-6-63).

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