

CITY FLAG
DESIGNED BY
FRFDRICK L. LANGE
JULY 6TH 1964

**CITY COUNCIL AGENDA
CITY OF BELLEVILLE, IL
SEPTEMBER 15, 2014
AT 7:00 P.M.**

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

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

2. ROLL CALL ALDERMEN

3. ROLL CALL DEPARTMENTS HEADS

4. PLEDGE OF ALLEGIANCE

5. PUBLIC HEARING

6. PUBLIC PARTICIPATION (2-3 MINUTES PER PERSON)

- (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 matters(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 (e.g. agreeing with 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**8. APPROVAL OF MINUTES**

- A. Special Council Meeting August 25, 2014
- B. Regular Council Meeting September 2, 2014

9. CLAIMS, PAYROLL, AND DISBURSEMENTS**10. REPORTS**

- A. HOUSING REPORT OF CASH RECEIPTS FOR FY 2014-2015
- B. ZONING BOARD OF APPEALS ADVISORY BOARD

It is the recommendation of the Zoning Board of Appeals that the requested zoning code be amended as stated above by a unanimous vote of all members present regarding 53-AUG14, 54-Aug14, and 55-Aug14.

1. **53-AUG14 – Gregg Crawford** – Requesting a Special Use permit for eight (8) high-end 1 & 2 bedroom residential units at 126 West A St. located in a C-2 Heavy Commercial Zoning District. (Applicable portion of zoning code: 60-6-50) Ordinance No. 7805.
2. **54-Aug14 – Adam Nordmoe/Peachy Yogurt Bar, LLC, d/b/a Junction** – Requesting a Sign Installation Permit for Area of Special Control in order to place one projecting, non illuminated sign totaling 9.7 sq. ft. located at 200B E. Main St. in a C-2 Heavy Commercial Zoning District. (Applicable portion of sign code: 53-4-6) Ordinance No. 7806
3. **55-Aug14 – Laura Spelbring/Turned Treasures Gallery** – Requesting a Sign Installation Permit for Area of Special Control in order to place one (1) flush mounted, non

illuminated sign totaling 48 sq. ft and one (1) flush mounted, non illuminated sign totaling 20 sq. ft. at 225 E. Main St. located in a C-2 Heavy Commercial Zoning District. (Applicable portion of sign code: 53-4-6) Ordinance No. 7807

11. ORAL REPORTS FROM STANDING COMMITTEES, SPECIAL COMMITTEES AND ANY OTHER ORAL REPORTS FROM THE ELECTED OFFICIALS OR STAFF

MOTION FROM KEN KINSELLA AS RECOMMENDED BY THE ORDINANCE & LEGAL REVIEW COMMITTEE:

- A. Motion to Approve contract for codification services with American Legal Publishing, subject to review and approval by the City Attorney.

- B. Motion to approve the limits for incremental property tax abatement for the City's application for a new Enterprise Zone.
- C. Motion to approve the authorization to submit Taxing District Resolution to taxing district governing boards for authorization.

MOTION TO AUTHORIZE PUBLICATION OF A NOTICE OF PUBLIC HEARING REGARDING THE CITY'S APPLICATION FOR A NEW ENTERPRISE ZONE. PUBLIC HEARING TO BE HELD AT THE OCTOBER 20, 2014 COUNCIL MEETING

MOTIONS FROM BOB WHITE AS RECOMMENDED BY THE PLANNING COMMISSION:

- A. Motion to approve the Preliminary Plat for Belle Valley III.

MOTIONS FROM PHIL SILSBY AS RECOMMENDED BY THE FINANCE COMMITTEE:

- A. Motion to approve reimbursement of \$7,262.75 to Stonehenge HOA for City's portion of street sealing expenses for two streets in Stonehenge neighborhood.
- B. Motion to approve city paying approximately \$4,500 for walk of fame labor expenses, to be paid from TIF 1 by loan from TIF 3.

MOTIONS FROM MIKE HEISLER AS RECOMMENDED BY THE MASTER SEWER COMMITTEE:

- A. Motion to approve LTCP Change Order No. 10 – Belleville WRF/CSO from Korte & Luitjohan Contractors in the amount of \$20,480.29.
- B. Motion to approve First Flush Basin Sludge Removal and Disposal Bid from Metro Ag in the amount of \$282,130.00.
- C. Motion to approve Easement Agreements:
 - 1. Six (6) granted from the City of Belleville to the City of Belleville
 - a. 08-28.0-209-006
 - b. 08-28.0-235-027, 08-28.0-235-028, 08-28.0-235-029
 - c. 08-28.0-209-004
 - d. 08-28.0-235-011, 08-28.0-235-012, 08-28.0-235-013, 08-28.0-235-014
 - e. 08-28.-236-023
 - f. 08-21.0-440-022
 - 2. One (1) 1 granted to City of Belleville from Khoury League Inc.
 - g. 08-28.0-209-005

**MOTIONS FROM PAUL SEIBERT AS RECOMMENDED BY THE
STREETS AND GRADES COMMITTEE:**

- A. **Intersection Improvements at West Main & 23rd Street**
Motion to approve EFK Moen, LLC for design in the amount of \$29,150.00. (TIF 3)
- B. **15-17 South High Parking Lot**
Motion to approve Hank's Contracting in the amount of \$75,261.90. (TIF 17)

12. COMMUNICATIONS

- A. Communication from Belleville Historical Society requesting to change their plan to locate the Walk of Fame from NE Quadrant to NW Quadrant and discussion on costs.
- B. Communication from Optimist Club of Belleville requesting Santa on the Square and permission for the annual Santa Parade on Friday, November 28, 2014 at 10:00 a.m. 17th & West Main Street to proceed east on Main Street to Forest Avenue.
- C. Communication from Beth Regensberger requesting a 5K for a fundraiser for The Mary Kay Foundation on October 4, 2014.
- D. Communication from Belleville Main Street requesting permission to hold their Annual Art and Wine Walk on Saturday, November 22, 2014 from 5 pm to 9 pm. They are requesting the use of the NE Quadrant of the Public Square and there will be no street closures.
- E. Communication from Belleville 200 requesting an *addendum* to the previously approved Resolution No. 3157 regarding times and street closures. The date and times will be on September 18, 2014 at 7:00 a.m. to September 22, 2014 at 2:00 a.m. The street closure will be at Main Street from 3rd Street to Church Street (High Street will remain open for traffic).

13. PETITIONS

14. RESOLUTIONS

A. RESOLUTION 3200

A Resolution to participate in the Federal Surplus Property Program.

B. RESOLUTION 3201

A Resolution changing the time on September 18, 2014 from Noon to 7:00 a.m. and the date from September 21, 2014 at 12:00 a.m. to September 22, 2014 at 2:00 a.m. for the Belleville 200 regarding street closures for Illinois Department of Transportation.

C. RESOLUTION 3202

A Resolution in Opposition to Certificate of Need Application Submitted to Illinois Health Facilities and Services Review Board by St. Elizabeth's Hospital of the Hospital Sisters of the Third Order of St. Francis for Proposed Hospital Replacement Project.

15. ORDINANCES

A. ORDINANCE NO. 7801 -

An Ordinance Authorizing the City of Belleville, St. Clair County, Illinois to borrow funds from the water Pollution Control Program in the aggregate principal amount of \$26,897,153.00 for LTCP Phase 3.

B. ORDINANCE NO. 7805 – A ZONING ORDINANCE RE: 53-AUG14 – Gregg Crawford.

C. ORDINANCE NO. 7806 – A ZONING ORDINANCE RE: 54-Aug14 – Adam Nordmoe/Peachy Yogurt Bar, LLC, d/b/a Junction.

D. ORDINANCE NO. 7807 – A ZONING ORDINANCE RE: 55-Aug14 – Laura Spelbring/Turned Treasures Gallery.

16. UNFINISHED BUSINESS

17. MISCELLANEOUS & NEW BUSINESS

- A. Motor Fuel Claims in the Amount of \$3,783.54.
- B. The City Council may go into executive session to discuss personnel, litigation, and property acquisition.

- 1. Executive Session concerning the appointment / employment/ compensation of legal counsel (5 ILCS 120/2(c)(1)) and pending litigation (5 ILCS 120/2(c)(11))

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
SPECIAL CITY COUNCIL MEETING MINUTES
COUNCIL CHAMBERS – CITY HALL
AUGUST 25, 2014 – 5:30 PM**

Mayor Mark Eckert called this meeting to order.

Mayor Eckert stated this is a special council meeting because the police and fire commission was able meet earlier than their scheduled meeting last week. They could not since there are only three commissioners and one was out of town for ten days. Therefore, this could not be accomplished before the regular council meeting two weeks ago to officially act on these police officers that we needed to fill and the next dilemma is the academy starts the power test on Wednesday. In order for them to enter the academy they must be sworn in on Tuesday, August 26, 2014.

Mayor Eckert explained the disaster procedures.

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: Ken Kinsella, Melinda Hult, Janet Schmidt, Gabby Rujawitz, Johnnie Anthony, Phillip Silsby, Joseph Hayden, Paul Seibert, Bob White, James Musgrove, Joe Orlet and Lillian Schneider.

Aldermen excused on roll call: Kent Randle, Jim Davidson, Trent Galetti.

Department Head presents: Police Chief Clay, Health and Housing Director, Bob Sabo.

PLEDGE

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

PUBLIC PARTICIPATION

None.

REPORTS

FINANCE COMMITTEE

Alderman Silsby made a motion seconded by Alderman Schmidt to comply with the recommendation to hire three probationary police officers to replace three police resignations as recommended by the Board of Police and Fire Commissioners: Beau W. Barfield, Michael J. Borkowski, and Hezekiah Webb.

Discussion

Alderman Hult stated she is in favor of hiring additional police officers, Alderman Hult campaigned on that and she is not objecting. Alderman Hult is objecting to the process. Alderman Hult stated it was brought to her attention that there is a state law that requires police and fire commissions to be of

multiple political parties. It is the understanding of Alderman Hult that according to the City's website there are three individuals that were appointed to that board and after checking with the County Clerk and every one of them is of your [Mayor's] political party. Alderman Hult believes the actions taken of the board cannot stand. Mayor Eckert stated no one has ever raised that before. Alderman Hult stated we have a city attorney that is supposed to be familiar with state law. Mayor Eckert stated that Russell Scott has been here before Mayor Eckert took office and as an attorney he is very well versed; the other members were brought to this current council for approval. City Attorney Hoerner stated this is the first time it has been raised to him and the statute addresses the same political party existing in such municipalities and if there is evidence they are members of the same political party to please let him see the evidence. Alderman Hult stated she handed it to the city attorney. City Attorney Hoerner asks if this is Democratic vs. Republican political party; Alderman Hult stated if you finish reading the statute that is what it says that you may certainly use that as an identifying marker. Alderman Schmidt stated that shows they took a democratic ballot in the primary; that doesn't mean they are necessarily of that party. Alderman Schneider called point of order stating Alderman Schmidt was not called on. City Attorney Hoerner stated this will have to be researched due to this is the first time this has been raised to him, no one has ever suggested what anybody's party affiliation is but he will research and give an answer. Mayor Eckert stated we do not necessarily recognize Democratic vs. Republican; Alderman Hult said the statute cover that and it also states the members of the commission must file an affidavit declaring their party. Alderman Hult stated she asked the Clerk last week and will ask again - do you have on record any such affidavit from those members; City Clerk Cook stated no.

Alderman Schneider asked it to be noted as to when point of order was called. Alderman Schneider stated she is not against hiring the police officers; however, it is the process of how it was done. They resigned June 30, July 9 and July 24. The August 11, 2014 the Police and Fire Committee cancelled their meeting due to no information and it is evident there was information. Alderman Schneider stated on the list is Nos. 4, 7 and 10 (tie) are trying to be approved. Alderman Schneider asked when was the drawing held and where Nos. 5, 6, 8 and 9. The aldermen have a right to know why the numbers were skipped. Mayor Eckert stated you are speaking of the police and fire committee; Alderman Schneider stated yes. Mayor Eckert stated the police and fire committee does not choose it is the commissioners.

Mayor Eckert called on Chief Clay. Chief Clay stated Candidate No. 1 declined the position for Fairmont; Candidate No. 2 declined the position for Wood River; Candidate No. 3 declined the position for ISP; Candidate No. 4 was hired August 29th; Candidate No. 5 had an unacceptable background; Candidate No. 6 had an unacceptable background; Candidate No. 7 on the hire list; Candidate No. 8 had an unacceptable background; Candidate No. 9 declined the position for Fairview Heights; Candidate No. 10 was a tie – that person accepted and the other person declined for the St. Louis Police Department. Alderman Schneider asked why so many with a good rank, good score had unacceptable choice. Mayor Eckert stated the previous Chief, Rokita, backgrounds them and they bring the extensive background to the commissioners and the police chief. They review them and if the background is found by that group that it is unacceptable or in some cases the polygraph; Chief Clay stated there can be a number of reasons i.e. arrests, drug use, previous job history, turned down at other police agencies or released from other police agencies. There are a multitude of things that are considered in determining if someone's background is acceptable or unacceptable. Once the decision is made, those facts are presented to the commissioners and they make a decision on that. This works very well, the bar is not lowered; there are some tough standards that people are made to go through. Mayor Eckert asked Alderman Schneider if that answers her questions; Alderman Schneider stated it does not answer why we didn't have a

committee meeting when we knew there were already two resignations; Mayor Eckert stated he will answer that.

Mayor Eckert stated if there would be an 85th officer added it would have taken it to police and fire committee before finance. These 84 positions were in the budget. Some would say why do we have to go to finance and council...just replace them; however, as explained in finance earlier while Mayor Eckert has been Mayor and after what was experienced in 2009 when the state drastically cut the City's income formula with no warning permission has always been requested with finance and from council to go ahead and act to replace people on police and fire because they are very expensive salaries and packages of benefits. Mayor Eckert stated it would be appropriate to go to Police and Fire Committee if a new position was being created because they help oversee policy, budget, grievances, etc. In this case, this is the original budget, reaffirming what we had and this is the way it has been done before.

Alderman Hayden stated the Police and Fire Committee oversee policies, grievance that pertain to personnel issues. Alderman Hayden stated he is in the dark and the public needs to understand that this is not three new positions and we basically fulfilling where we are. Alderman Hayden stated he served from 1993-1997 and he recalls that it has been taken before the Police and Fire Committee, Finance Committee and then to City Council. Alderman Hayden stated recently there were questions in Streets and Grades and Traffic that we have committees and protocol. Again, police and fire committee handles overview of policy and the city council has the final decision. Alderman Hayden asked why there were three resignations and seems highly unusual; Mayor Eckert stated he Alderman Hayden could have attend finance; Alderman Hayden stated he was unable; Mayor Eckert, Alderman Hayden, Chief Clay discussed the remark of "something hidden." Chief Clay stated he would like to be straight up and clear that the first person that resigned was 6/30/2014 (he is a military officer, he resigned to take a full time job with the military, he has been gone since 6/6/2012); the second person that resigned is an officer that had been with the department for quite some time and is from Washington State and has been trying to get back to Washington since last year. He was able to get a job and resigned on 7/9/2014. The third person that resigned was for personal reasons on 7/24/2014. Chief Clay stated there were three resignations in twenty-four day there was no conspiracy, no secret and after that we tried to fill the position and attempted to have a special meeting with the police and fire commissioners so it could be taken before city council on the regular meeting. This could not be accomplished during that time period due to psychology, polygraphs, drug testing to be completed. Mayor Eckert stated the academy starts Wednesday and is only held twice per year. Mayor Eckert stated this has never been a conspiracy; Alderman Hayden stated he never used the word conspiracy. Mayor Eckert stated Alderman Hayden was very bold in his questioning; Alderman Hayden stated they had to take an evening out to be here over three resignations and Alderman Schneider raised the question of why has it been so long. Mayor Eckert stated until Thursday afternoon there was nothing to take to the commission. Chief Clay stated during the process there were different items that came up. Chief Clay stated he is not pulling anything...this is just simply me trying to get police officers hired so the department can be at their staffing levels. Alderman Hayden stated as elected officials we have a right to know what's going on – Alderman Hayden asked for communication. Chief Clay stated the mistake the Alderman Hayden has is Chief Clay did not send an email to council. Chief Clay stated this happened over a twenty-four day period; Chief Clay stated he does not think like that and does not try to insult anyone. Alderman Hayden stated Mayor Eckert has two secretaries and it his job to keep the council informed.

Alderman Schneider stated she has asked about meetings and was told to go to the website and get the information. Alderman Schneider asked how many aldermen have a copy of the names, date and reason – Alderman Schneider stated she had to ask for that. Alderman Schneider is not against hiring the police officers. Alderman Schneider said the aldermen were not informed and that is why we have committees. Mayor Eckert stated when the meeting was cancelled the police and fire chief consulted and contacted the Mayor's office stating there was no business. Mayor Eckert stated there was nothing done wrong and he yielded to their professional knowledge of what needed to be on the agenda. Alderman Schneider stated she would like it stated the aldermen were not informed that three people had already resigned knowing they would need to be replaced. Chief Clay stated he has never dealt with a council that would require all of this information. Chief Clay stated that he did not have any of you asking how far down he is on numbers, etc. If this is something you want as a council that is fine; however, you must relay this to me. Alderman Hayden stated he is amazed with the chief's actions when all Alderman Hayden has wanted is to add more police. Alderman Hayden stated by adding more police will be the salvation of the City. Alderman Schneider discussed an email from Chief Clay's office. Chief Clay requested the council if they have needs/wants to let him know.

Alderman Kinsella stated he has no problem with a committee being cancelled because staff does not have all the information they need to present to the committee. Alderman Kinsella stated he feels Alderman Schneider is personally offended and hurt because she was not contacted. Alderman Kinsella stated sometimes people want to micromanage...it is not important that we know what these people resigned it is not necessarily our job. It is our job to hire good people. Aldermen make policy, enforce policy and we do not get into the daily operations of the department heads. Alderman Schmidt stated she agrees with Alderman Kinsella. Alderman Hayden stated it is not micromanaging when we are just asking for communication. Alderman Hayden stated up until 2009 there were aldermen of the Good Government Party and since 2009 to the present the public has decided they want a mix of representation.

Alderman Hayden asked if the City Attorney had an opportunity to review the information submitted by Alderman Hult and if there is any substance to that; City Attorney Hoerner stated he will have to research further. Alderman Hult asked the city attorney as the vice chair of the St. Clair Democratic Party if he was not aware that the three people are in fact all democrats; City Attorney Hoerner stated the police and fire commission is as it existed prior to my appointment, this has never been an issue raised to him, he will go back and reevaluate things prior to his tenure.

Alderman Hayden stated there should have been a special fire committee meeting called before the finance committee meeting.

Chief Clay stated do not let bureaucracy start driving our behavior to the point that you wear me the hell down with everything you are asking for to the point I cannot manage the department. Chief Clay stated there are sixteen aldermen and he does not know what everyone wants but he is willing to help.

Members voting aye on roll call: Heisler, Kinsella, Hult, Schmidt, Rujawitz, Anthony, Silsby, Hayden, Seibert, White, Musgrove, Orlet and Schneider. (13)
Aldermen Randle, Davidson, Galetti excused. (3)

AUGUST 25, 2014

Alderman Silsby made a motion seconded by Alderman Schmidt to approve the sale at 515 South 17th Street for \$24,900.00 plus commission and closing costs.

Discussion

Alderman Schneider asked what the property was purchased for; Mayor Eckert stated this was a package deal for 17th Street. Mayor Eckert stated the property has been for sale a year and the City has owned it for three to four years. Alderman Kinsella stated the property was purchased because the City needed the right-of-way for the 17th Street project that went with it and the City is selling the part it does not need. Mayor Eckert asked Bob Sabo how much the other property was sold for; Bob Sabo stated approximately \$44k. Alderman Hayden spoke about the price of homes in his area and the crime in the inner city.

Members voting aye on roll call: Heisler, Kinsella, Hult, Schmidt, Rujawitz, Anthony, Silsby, Hayden, Seibert, White, Musgrove, Orlet and Schneider. (13)
Aldermen Randle, Davidson, Galetti excused. (3)

MISCELLANEOUS & NEW BUSINESS

Alderman Schmidt commented regarding information on the public website...why wouldn't an alderman get it. Alderman Schmidt recently called a department and asked for information and they said "are you filing a FOIA" and Alderman Schmidt responded "I do not need that today...I need it when you get around to it. Alderman Schmidt requested a ruling from the city attorney if aldermen should be doing things on their own or should city employees assist in obtaining information for them; Mayor Eckert stated your comments are noted.

ADJOURNMENT

Alderman Hayden made a motion seconded by Alderman Schneider to adjourn at 6:22 pm.

All members present voted aye.
Aldermen Randle, Davidson, Galetti excused.

Dallas B. Cook, City Clerk

**CITY OF BELLEVILLE, ILLINOIS
REGULAR CITY COUNCIL MEETING MINUTES
COUNCIL CHAMBERS – CITY HALL
SEPTEMBER 2, 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, Janet Schmidt, Gabby Rujawitz, Kent Randle, Johnnie Anthony, Jim Davidson, Phillip Silsby, Joseph Hayden, Paul Seibert, Bob White, Trent Galetti, James Musgrove, Joe Orlet and Lillian Schneider.

Alderman Hult was excused.

ROLL CALL DEPARTMENT HEADS

Roll Call Department Heads: Police Chief Bill Clay; City Attorney Garrett Hoerner; City Engineer, Tim Gregowicz; Human Resource Director, Jim Schneider; Director of Library, Leander Spearman; Health and Housing Director, Bob Sabo; Assistant Director of Public Works, Mike Parks, Director of Parks and Recreation; Debbie Belleville; Acting Battalion Chief, Brent Maine.

Department Heads: Director of Maintenance, Ken Vaughn; Fire Chief Tom Pour; Director of Wastewater, Royce Carlisle; Finance Director, Jamie Maitret; Economic Development, Planning & Zoning, Emily Fultz; and Director of Public Works, Chuck Schaffer were all excused.

PLEDGE

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

PUBLIC PARTICIPATION

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.

Police Chief William Clay, Belleville, Illinois. At the special city council meeting on August 25, 2014 Alderman Hayden and Alderman Schneider voiced the following concerns. Some of them were individual and some of them were collectively. Police Chief Clay's summary of those concerns: information regarding the candidates was withheld; information was not shared with committee members regarding candidates who were not selected, no background on the candidates were presented

to the committee. Partial information should have been provided to the committee. A lack of communication and the claim that I should know what the committee needs without asking. This was an extraordinary departure from the established practice of thoroughly vetting candidates to the committee that dates back to 2009. A special Police and Fire committee meeting should have been scheduled to vet the candidates prior to the special council meeting. Allegations, implications that something was amiss, something was ar, some impropriety of failure to follow established standards was at work here; followed by an admonition that they would get to the bottom of it.

Police Chief Clay has no recollection of ever vetting police candidates to the Police and Fire committee in such a manner and was unaware of the so-called established practice of doing so. Police Chief Clay had his secretary pull the agendas and minutes from the Police and Fire committee all the way back to 2008. Additionally, Police Chief Clay had his secretary provide a list of all of the officers hired from 2008 thru 2014. There were a total of nineteen officers hired prior to August 25, 2014 meeting. In 2008, three officers were hired, there were three motions; in 2009 three officers were hired, there was one motion for two officers; in 2010 two officers were hired, no motions; in 2011 three officers were hired, no motions; in 2012 three officer hired, no motions; in 2013 three officers hired, one motion for two; there were a total of seven officers hired by motion, twelve were not even presented to the committee. Chief Police Clay found a total of five motions to fill the vacancies of resigning and retiring officers from 2008 thru 2014.

Additionally, Chief Police Clay found no signifiant candidate identifying information was revealed to the committee. No background information was presented to the committee, no polygraph, no drug screen or other precondition hire information was presented to the committee. No non-selected candidate information or reasons for passing over them was ever presented to the committee. None of the information was ever requested by any committee members. No concerns, complaints of the police hire vetting process were ever voiced by any committee members.

No committee members ever requested the reasons or resignation letters from officers or any employees until August 25, 2014 and yet this claim was asserted that information was being withheld and the established vetting process was being ignored in this instance. The past practices and actions taken by the Police and Fire committee clearly show no such practice of vetting protocol of this type of specificity was ever used by the committee so what caused all this righteous indignation. This process and injustice is wrong.

There was no deviation from the selection process utilized by the Police and Fire committee since 2008. There was no standard established practice vetting candidates in such a rigorous manner. Police Chief Clay is at a loss to explain this claim but will not judge peoples motives. In Police Chief Clay's view ambush antics were used to claim or imply some improper conduct. Police Chief Clay thinks such actions are destructive, divisive and hinder communications but perhaps the perceived payoff is worth the costs. Police Chief Clay said if you are so inclined to use such antics in the future he strongly urges you to have some facts or a sliver of evidence to legitimize the claims that are made. Police Chief Clay promises he will have them.

PRESENTATIONS, RECOGNITIONS & APPOINTMENTS

Mayor Eckert recognized the character word of the month “RESPECT” meaning showing regard for self, others, property and those in authority.

Mayor Eckert recommends the following appointment to the Historic Preservation Commission for a one year term: Mr. Ryan Wallis.

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

Members voting aye on roll call: Heisler, Kinsella, Schmidt, Rujawitz, Anthony, Davidson, Silsby, Hayden, Seibert, White, Galetti, Musgrove, Orlet and Schneider. (14)

Members voting abstain: Randle. (1)

Alderman Hult excused.

MINUTES

Alderman Heisler made a motion seconded by Alderman Schmidt to receive and file the minutes of regular City Council meeting held August 4, 2014 with the inclusion of Alderman Schneider’s paragraph.

All members present voted aye.

Alderman Seibert made a motion seconded by Alderman Schneider to receive and file the minutes of regular City Council meeting held August 18, 2014.

All members present voted aye.

Alderman Heisler made a motion seconded by Alderman Anthony to receive and file the minutes of regular City Council meeting held August 25, 2014.

Alderman Hayden requested a change on pg. 3, paragraph 2, and seven lines down to strike that portion and replace with (*Attachment 2*) (read by Alderman Hayden).

Alderman Schmidt requested the paragraphs be broken up.

Alderman Schmidt recommended to table until the next council meeting seconded by Alderman Rujawitz.

All members present voted aye.

CLAIMS

General Fund.....	\$513,214.78
Sewer	\$108,405.68
Insurance Fund.....	\$330,542.24
Library Fund.....	\$201,396.00
Park/Rec.....	\$12,720.40
TIF 2.....	\$146.27
Motor Fuel Tax Fund.....	\$63,131.13
Fountain Fund.....	\$395.17
Sewer Construction.....	\$12,845.80

SSA.....	\$770.95
TIF 3.....	\$187,680.21
Police Trust.....	\$428.47

Alderman Heisler made a motion seconded by Alderman Schmidt to approve the claims for payment. Members voting aye on roll call: Heisler, Kinsella, Schmidt, Rujawitz, Randle, Anthony, Davidson, Silsby, Hayden, Seibert, White, Galetti, Musgrove, Orlet and Schneider. (15)
Alderman Hult excused.

REPORTS

ORAL REPORTS

None.

COMMUNICATIONS

Communication from Sevens requesting permission to close the first block of South High Street between East Main & East Washington on Sunday, September 14, 2014 from 3:00 pm to 8:00 pm for Pedal for the Pooches event.

Alderman Seibert made a motion seconded by Alderman Schmidt to approve Pedal for the Pooches event. All members present voted aye.

Communication from Lindenwood University Belleville requesting to hold their 3rd Annual Car and Truck Show on Sunday, October 11, 2014 starting from 9:00 am to 2:00 pm. Lindenwood will request assistance from the Police Department. Details to follow closer to the event.

Alderman Silsby made a motion seconded by Alderman Schneider to approve Lindenwood University Belleville to hold their 3rd Annual Car and Truck Show event. All members present voted aye.

Communication from St. Elizabeth’s Hospital requesting permission to decorate their campus and surrounding downtown areas (light posts and bump-out railing on East/West Main Street for six blocks from the fountain as well as for three blocks North/South from the fountain on 159) with pink ribbons to support Breast Health Awareness. The ribbons will be put up on September 30 and removed October 31. Along with the ribbons flyers will be disseminated to downtown businesses to explain the ribbons.

Alderman Hayden made a motion seconded by Alderman Silsby to approve St. Elizabeth’s Hospital to decorate with pink ribbons to support breast health awareness (ribbons shall be monitored during the time period and replaced if damaged). All members present voted aye.

Communication from Belleville Historical Society requesting to change their plan to locate the Walk of Fame from NE Quadrant to NW Quadrant and discussion on costs.

Alderman Seibert stated he is in favor of the walk of fame; however, he was approached by residents that live in the area and they requested to have it placed on East Main Street. Mayor Eckert stated he

and City Engineer, Tim Gregowicz discussed the cost and using the current sidewalk contact the cost would be approximately \$9500 to set the plaques. Mayor Eckert stated the engineering firm is currently designing 6th to 17th Streetscape. The area which the Historical Society has been involved with at 11th and West Main Street is truly historic and all the sidewalks in the 6th to 17th Street will be replaced. If this is coordinated during this project it is one thing; however, to tear up and install new concrete we need a cost. Alderman Schmidt she thinks it is a good idea to have it at the Rose Parks at 11th and West Main. Alderman Schneider recommended leaving it with the original plans and feels it is important to be at Public Square. Alderman Schmidt recommended sending this to finance. Mayor Eckert recommended Larry Betz, Historical Society and City Engineer, Tim Gregowicz to discuss further.

Alderman White made a motion seconded by Alderman Schneider to table until the next meeting. All members voted aye.

RESOLUTIONS

None.

ORDINANCES

None.

UNFINISHED BUSINESS

Alderman Schmidt stated she would like to have the memo from the city attorney regarding the Board of Fire and Police Commissioners put into the minutes of the current meeting stating the city is doing it the proper way and no laws were being broken and this needs to be abundantly clear. (*Attachment 1*)

Alderman Hayden stated he does not interpret the memorandum from the city attorney that we are doing it properly. The last paragraph states a final decision needs to be made. Alderman Hayden asked the city attorney regarding case law, were those Supreme Court decisions; City Attorney Garrett Hoerner stated they are binding appellate/supreme court decision. Alderman Hayden ask if there was any case law that would counter as it relates to challenges; City Attorney Garrett Hoerner stated his research only found one case about challenging it and they made a determination that is was not a procedural due process violation but that was persuasive authority that came out of U.S. Dist. Court of the Northern Dist. of Illinois. City Attorney Garrett Hoerner stated the case that was cited was the 2nd Dist. of Illinois which relies on an Illinois Supreme Court case. Alderman Hayden asked the city attorney if his conclusion was under home rule in which the appointments were made; City Attorney Garrett Hoerner stated he didn't assume and the memo speaks for itself, the statute that was raised there was case law that interpreted that statute that provided a home rule municipality has the power to provide appointments for police and fire commissioners contradictory to the requirements of 10-2.1-3. City Attorney Garrett Hoerner recommended that during codification this be reviewed.

Alderman Hayden asked if the city attorney had a chance to review the realtor/trust involved in the church property on North 13th Street; City Attorney Garrett Hoerner stated he discussed with Eric Schauster and Mr. Schauster advised there was no realtor involved.

Alderman Hayden addressed the memos issued from the city attorney regarding TIF 10, if the responses were privileged; the opinions provided are privileged and any other questions can be discussed at the end of the meeting.

Alderman Hayden previously asked if the City withholds payment to Ruler Foods the demolition money until the new store built; Mayor Eckert stated Ruler Foods has been paid. Alderman Hayden asked the city attorney to review the previous motion and the vote of 7-7 and the mayor broke the tie with 8-7, would such a vote take a 9 corporate majority vote; City Attorney Garrett Hoerner stated under the Prosser Rule that if you have someone who votes present or abstains that vote would go with the majority.

Alderman Hayden asked the city attorney if he is looking into a previous question regarding 10 East Washington; City Attorney Garrett Hoerner state he is.

Alderman Hayden stated regarding the corrections to the minutes...Alderman Hayden stated he was not part of an ambush at the last meeting and all he wanted was information especially when it's presented at that juncture. Alderman Hayden stated he did not use the words...hidden, conspiracy and requested better communication. Alderman Hayden stated he never said it or thought it. Mayor Eckert stated the timing was due to the academy start date. Mayor Eckert stated it was not his decision to cancel the meeting it was the Police and Fire Chiefs that made the decision.

Alderman Schneider stated she received a card in the mail asking if the treasurer's position would be put on the ballot to eliminate or keep the treasurer's position;

Alderman Schneider asked the status of the pool;

Alderman Schneider asked if all aldermen should sit together at the public meeting to show unity among aldermen regarding St. Elizabeth Hospital and suggested questions should be discussed before submitting;

Alderman Schneider asked if a firm has been selected regarding codification. Alderman Schneider spoke about the city code regarding solicitors. City Attorney Garrett Hoerner stated a codification service provider will be discussed at the next Ordinance & Legal Committee. Mayor Eckert stated a paragraph will be included in the next newsletter regarding solicitors.

MISCELLANEOUS & NEW BUSINESS

Alderman Seibert made a motion seconded by Alderman Schmidt to approve Motor Fuel Tax claims of \$63,131.13.

Members voting aye on roll call: Heisler, Kinsella, Schmidt, Rujawitz, Anthony, Davidson, Silsby, Hayden, Seibert, White, Galetti, Musgrove, Orlet and Schneider. (14)

Members voting abstain: Randle. (1)

Alderman Hult excused.

Alderman Schmidt made a motion seconded by Alderman Heisler to go into executive session.
All members voted aye.

EXECUTIVE SESSION

Entered executive session at 8:03 p.m.

Resumed from Executive Session at 8:20 p.m.

Alderman Seibert made a motion seconded by Alderman White to approve the change order with Calhoun Construction for the needed repairs project at 17 South High Street in the amount of 12,478.00 (structural crack in the building) and \$2,183.50 (two coats of Sherman Williams paint and tuck pointing to tie in the old and new wall for a finished product).

Members voting aye on roll call: Heisler, Kinsella, Schmidt, Rujawitz, Randle, Anthony, Davidson, Silsby, Hayden, Seibert, White, Musgrove, Orlet and Schneider. (14)

Member voting nay on roll call: Galetti. (1)

Alderman Hult excused.

ADJOURNMENT

Alderman Schmidt made a motion seconded by Alderman Kinsella to adjourn at 8:23 pm.
All members present voted aye.

Dallas B. Cook, City Clerk

Memo

To: City Council
From: City Attorney Garrett P. Hoerner
Cc: Mayor Mark Eckert, Clerk Dallas Cook, Treasurer Dean Hardt
Date: August 28, 2014
Re: *City of Belleville Board of Fire and Police Commissioners*

Following-up on our discussions at your August 25, 2014 Special Meeting, I write in response to the inquiry concerning the applicability of the statutory political-party restriction on municipal appointments to a board of fire and police commissioners. Section 10-2.1-3 of the Illinois Municipal Code pertinently provides such restriction as follows:

“No more than 2 members of the board shall belong to the same political party existing in such municipality at the time of such appointments and as defined in Section 10-2 of The Election Code. If only one or no political party exists in such municipality at the time of such appointments, then state or national political party affiliations shall be considered in making such appointments. Party affiliation shall be determined by affidavit of the person appointed as a member of the board.” 65 ILCS 5/10-2.1-3.

However, under Illinois law, a home-rule municipality is empowered to provide for appointments of fire and police commissioners contradictory to the requirements of Section 10-2.1-3. *Diamond v. Board of Fire and Police Commissioners of Village of Elk Grove*, 115 Ill. App. 3d 437, 445, 450 N.E.2d 879 (2nd Dist. 1983), citing *Stryker v. Village of Oak Park*, 62 Ill. 2d 523, 527, 343 N.E.2d 919 (1976).

Obviously, because the appointments of the members of the City Board of Police and Fire Commissioners preceded my appointment as City Attorney, I am not familiar with the circumstances underlying those appointments. But, based upon the City Clerk Cook’s representation that there are no party-affiliation affidavits of the members of the City Board of Fire and Police Commissioners, it appears that such appointments, as approved by the City Council, were intended to be an exercise of home-rule authority. Nevertheless, in order to memorialize such an exercise of home-rule authority

by Ordinance, I recommend that the City Council further address/determine its desired appointment requirements for the City Board of Fire and Police Commissioners and include same in the City Revised Code of Ordinances as part of the upcoming recodification process.

If you have any questions or comments, please contact me at your convenience. Thanks.

**Special City Council
Belleville, IL
August 25, 2014**

[recording time marker 14:48]

Hayden: I'm trying to figure out why we had three resignations because I think that is highly unusual.

Eckert: (begins to speak)

Clay: (interrupts) Oh, I will address that at the end. I have to address that.

Eckert: We addressed that at finance, had you been here earlier.

Hayden: I could not have been here.

Eckert: Ok, so. There's nothing hidden.

Hayden: I hope not.

Eckert: Chief could you explain?

Clay: There is not. Let me be clear about that. There is not. So if you're going to make those kinds of implications you have to have something back that up sir.

Hayden: I'm not making those implications.

Clay: Yes you are.

Hayden: I'm trying to be informed about what is going on.

Clay: Let me be straight up and clear with you on that. There is nothing about that. The first person that resigned was 6/30 of 2014. He is a military officer. He resigned to take a full time job with the military. He has been gone from our department since 6/20 of 2012. It is coincidence that he chose to resign on the 30th of June. Let's take the next guy. That guy was an officer and been with our department for some time. He is from Washington state. That is his home state. He has been trying to get back there since last year. He finally got a job and he returned there. He resigned on the 9th of July. Let's take the next guy. That guy resigned for his personal reasons on the 24th of July. So there were three resignations in 24 days. There is no conspiracy, no secret, no intent.

Hayden: I never said that.

Clay: Well sir. I'm just sorry. That's the way I felt.

Eckert: [gavel] Alderman Hayden let him finish.

Clay: That's the way you delivered that to me. Anyway, after that we then had to try to fill those positions. I attempted to have a special meeting of the Police and Fire Commission so that I could take this before the city council at your regular meeting. I couldn't have gotten this done during that period of time those three had left because there were psychologicals to be done in there. There were polygraphs to be done. I can't just order those up. We have to schedule for that. There was drug testing that had to be done. It could not all be done in that window. That is what the was. And that is why we're here today. Nothing more.

[recording time marker 17:09]

CITY OF BELLEVILLE PAYMENT SUMMARY
COUNCIL MEETING - SEPTEMBER 15, 2014

GENERAL FUND

00 - Revenue	\$283,529.79
50 - Administration	\$93,659.17
51 - Police	\$37,520.25
52 - Fire	\$22,022.54
53 - Streets	\$21,374.66
54 - Parks	\$11,882.20
55 - Cemetery	\$1,264.76
56 - Hlth/Sanitation	\$25,790.61
60 - Legal	\$537.49
61 - Health & Housing	\$12,017.16
62 - Economic Planning & Dev	\$699.68
82 - Mayor	\$235.33
84 - Human Resources	\$967.81
85 - Clerk	\$223.59
87 - Maintenance	\$2,819.85
88 - Engineering	\$566.09
GF TOTAL	<u>\$515,110.98</u>

SEW OPERATIONS

75 - Collections	\$18,098.41
77 - Lines	\$4,917.68
78 - Plant	\$38,564.48
SEWER TOTAL	<u>\$61,580.57</u>

02 - Parks Projects	\$28,637.75
03 - Insurance Fund	\$40,936.65
04 - Library	\$120,749.23
07 - Park/Rec	\$20,594.86
09 - TIF1	\$7,928.70
13 - Motor Fuel Tax Fund	\$3,783.54
15 - Tort Liability Fund	\$349.00
24 - Sewer Const.	\$610,988.35
30 - SSA	\$166.40
38 - TIF 3	\$125,921.76
44 - Belleville Illinois Tourism	\$2,798.43
57 - TIF 15 Carlyle Greenmount	\$189,731.82
58 - TIF 16 Route 15 West Corridor	\$52,289.14
71 - Police Trust	\$1,552.74
72 - NARCOTICS	\$20,000.55
75 - TIF 17 E Main Street	\$26,194.80
77 - TIF 19 Frank Scott Parkway	\$90,246.54
78 - TIF 20 Rt 15/S Green Mnt	\$3,395.17

ALL FUNDS TOTAL \$1,922,956.98

DATE: 09/15/14

VENDOR #	NAME	DEPT.	AMOUNT
=====			
01 GENERAL FUND			
EC007	ECKERT'S COUNTRY STORE AND FARMS	01-00	2,423.39
HO071	HOWARD, SHARRON	01-00	45.00
OC002	CANON FINANCIAL SERVICES INC	01-00	368.00
SA057	SAVANNAH MOTORS	01-00	100.00
UM001	UMB BANK NA	01-00	230,593.40
	**TOTAL		233,529.79

ADMINISTRATION			
1112	WATTS COPY SYSTEM, INC.	01-50	396.00
1252	LOCIS	01-50	10,788.00
181	BASIC HARDWARE CENTER, INC.	01-50	8.49
2102	AMERENIP	01-50	5,106.03
3119	COMPUTYPE COMPUTER SERVICES	01-50	94.00
4902	AT & T	01-50	372.16
551	ILLINOIS AMERICAN WATER	01-50	1,346.81
759	BELLEVILLE NEWS DEMOCRAT	01-50	98.59
7827	PETTY CASH-TREASURER	01-50	143.41
ER013	ERLINGER CONSTRUCTION CO., INC	01-50	60,940.89
GL012	GLACIAL ENERGY OF ILLINOIS	01-50	801.69
LA068	LAWRENCE GROUP	01-50	4,217.70
QU006	QUILL CORP	01-50	197.64
SH014	CINTAS CORPORATION	01-50	115.51
UM001	UMB BANK NA	01-50	6,628.53
WI122	WINDSTREAM (PAETEC)	01-50	19.48
	**TOTAL ADMINISTRATION		91,274.93

POLICE DEPARTMENT			
1112	WATTS COPY SYSTEM, INC.	01-51	406.00
1728	HEROS IN STYLE	01-51	137.94
181	BASIC HARDWARE CENTER, INC.	01-51	3.99
309	CLEAN MACHINE	01-51	142.00
3430	FIRESTONE CAR CENTER	01-51	1,568.49
365	WIRELESS USA	01-51	2,113.35
3916	VOGT OIL CO., INC.	01-51	16,664.63
4902	AT & T	01-51	490.42
5205	PASS SECURITY	01-51	66.00
6122	VERIZON WIRELESS	01-51	1,353.95
657	LEON UNIFORM COMPANY, INC.	01-51	1,141.50
6880	ST CLAIR COUNTY TREASURER	01-51	135.01
7668	MOODY, JOHN	01-51	1,356.00
7827	PETTY CASH-TREASURER	01-51	281.23
AL004	ALLDATA	01-51	950.00
FA005	FACTORY DIRECT	01-51	2,120.71
GE015	GENUINE PARTS CO - MT VERNO	01-51	237.75
IL008	COMMUNICATIONS REVOLVING FUND	01-51	1,623.11
ME034	MERTZ FORD MILLSTADT	01-51	106.49
OF004	OFFICE DEPOT	01-51	355.40
OR001	O'REILLY AUTO PARTS	01-51	100.74

VENDOR #	NAME	DEPT.	AMOUNT
=====			
01 GENERAL FUND			
POLICE DEPARTMENT			
PE014	PEARCE, MICHAEL	01-51	371.28
SO034	SOUTHWEST FAMILY & CHILDREN'S	01-51	450.00
TA011	TASER INTERNATIONAL	01-51	820.56
TH048	THE BANK OF EDWARDSVILLE	01-51	263.20
TI020	TIBURON	01-51	4,253.00
VH000	V H BLACKINTON & CO INC	01-51	7.50
**TOTAL POLICE DEPARTMENT			37,520.25
FIRE DEPARTMENT			
1112	WATTS COPY SYSTEM, INC.	01-52	126.00
1117	WEISSENBORN BOAT & LAWN EQUIPMENT	01-52	35.00
182	BANNER FIRE EQUIPMENT INC	01-52	1,183.20
3445	DAVE SCHMIDT TRUCK SERVICE	01-52	6,284.72
3916	VOGT OIL CO., INC.	01-52	2,237.13
4665	JACOBS, ARTHUR JR.	01-52	343.90
6122	VERIZON WIRELESS	01-52	448.24
726	CLEAN THE UNIFORM COMPANY	01-52	163.25
8151	WEX BANK	01-52	223.86
BU064	BUSINESS RADIO LICENSING	01-52	95.00
CH030	CHARTER COMMUNICATIONS	01-52	206.87
DA028	DA-COM CORPORATION	01-52	161.00
HO034	HOME DEPOT CREDIT SERVICES	01-52	122.52
MI009	MIDWEST INDUSTRIAL SUPPLIES & SER	01-52	113.50
OF004	OFFICE DEPOT	01-52	125.62
RJ001	R J KOOL CO	01-52	561.22
SA026	SAFETY & FIRE EXCHANGE LLC	01-52	9,499.99
SH014	CINTAS CORPORATION	01-52	51.31
UP000	UPS STORE, THE	01-52	15.21
**TOTAL FIRE DEPARTMENT			21,997.54
STREETS			
1112	WATTS COPY SYSTEM, INC.	01-53	138.00
181	BASIC HARDWARE CENTER, INC.	01-53	434.93
2192	SHERWIN - WILLIAMS CO.	01-53	787.25
3916	VOGT OIL CO., INC.	01-53	6,140.26
413	ERB TURF & UTILITY EQUIPMENT, INC	01-53	436.48
4178	UPCHURCH	01-53	1,375.00
419	FABICK TRACTOR CO.	01-53	2,828.67
4902	AT & T	01-53	495.92
515	HOME-BRITE ACE HARDWARE	01-53	39.94
5575	PRAXAIR DISTRIBUTION, INC.	01-53	131.38
6122	VERIZON WIRELESS	01-53	232.22
6395	CUSTOM CUT STENCIL CO	01-53	24.00
661	LIESE LUMBER CO., INC.	01-53	393.94
7827	PETTY CASH-TREASURER	01-53	38.66
803	POELKER'S GARAGE INC.	01-53	75.00
CA024	CARTER WATERS CORPORATION	01-53	199.87

VENDOR #	NAME	DEPT.	AMOUNT
=====			
01	GENERAL FUND		
STREETS			
EC008	ECON-O-JOHNS	01-53	90.00
PL000	PLAZA AUTO PARTS	01-53	102.22
SH014	CINTAS CORPORATION	01-53	42.80
TR050	TRAFFIC CONTROL COMPANY-ILLINOIS	01-53	7,368.12
**TOTAL STREETS			21,374.66
PARKS DEPARTMENT			
1112	WATTS COPY SYSTEM, INC.	01-54	276.00
163	GROSS, DONALD L	01-54	54.95
181	BASIC HARDWARE CENTER, INC.	01-54	218.99
2102	AMERENIP	01-54	906.16
214	BELLEVILLE SUPPLY COMPANY	01-54	39.94
385	DON'S HARDWARE, INC.	01-54	18.09
3916	VOGT OIL CO., INC.	01-54	3,622.84
4280	ILL-MO PUMP & SUPPLY, INC.	01-54	63.08
4902	AT & T	01-54	455.93
5205	PASS SECURITY	01-54	78.00
551	ILLINOIS AMERICAN WATER	01-54	2,210.02
5575	PRAXAIR DISTRIBUTION, INC.	01-54	20.95
5681	PIONEER MANUFACTURING CO	01-54	347.97
6122	VERIZON WIRELESS	01-54	136.30
7223	QUAD COUNTY READY MIX	01-54	587.25
888	FS TURF SOLUTIONS	01-54	620.50
AT012	AT & T MOBILITY	01-54	43.60
BI028	BI-COUNTY SMALL ENGINE CENTER	01-54	122.56
BO006	BOBCAT OF ST LOUIS	01-54	29.66
CU025	CUNNINGHAM RECREATION, INC	01-54	34.24
H0034	HOME DEPOT CREDIT SERVICES	01-54	169.94
KR001	KRAUS AUTOMOTIVE	01-54	1,249.30
MT001	MTI DISTRIBUTING	01-54	127.91
OL008	OLIVER C JOSEPH GMC	01-54	17.84
OR001	O'REILLY AUTO PARTS	01-54	10.00-
PL000	PLAZA AUTO PARTS	01-54	164.54
PP002	PPG ARCHITECTURAL COATINGS	01-54	177.00
TR012	TRUJILLO, RONALD	01-54	21.80
UN027	UNIFIRST CORP	01-54	76.84
**TOTAL PARKS DEPARTMENT			11,882.20
CEMETERY DEPARTMENT			
157	ATLAS ALARM CO., INC.	01-55	90.00
181	BASIC HARDWARE CENTER, INC.	01-55	9.74
2244	SWITZER FOOD & SUPPLIES	01-55	45.95
272	BUSTER'S TIRE MART	01-55	15.00
401	H EDWARDS EQUIPMENT, INC.	01-55	9.28
4902	AT & T	01-55	92.97
500	HARTMANN FARM SUPPLY	01-55	73.12
6122	VERIZON WIRELESS	01-55	61.89

DATE: 09/15/14

VENDOR #	NAME	DEPT.	AMOUNT
=====			
01	GENERAL FUND		
	CEMETERY DEPARTMENT		
706	MIDWESTERN PROPANE GAS	01-55	866.81
	**TOTAL CEMETERY DEPARTMENT		1,264.76
	HEALTH & SANITATION		
1112	WATTS COPY SYSTEM, INC.	01-56	13.00
1135	WISE EL SANTO COMPANY	01-56	612.72
1324	BELLEVILLE FENCE CO.	01-56	308.00
181	BASIC HARDWARE CENTER, INC.	01-56	36.63
2636	ARNOLD, KEVIN	01-56	60.00
295	CENTURY BRASS WORKS, INC.	01-56	248.64
3445	DAVE SCHMIDT TRUCK SERVICE	01-56	2,052.96
3916	VOGT OIL CO., INC.	01-56	9,983.89
393	DUTCH HOLLOW JANITORIAL SUPPLIES	01-56	382.76
402	EGYPTIAN STATIONERS, INC.	01-56	125.00
6122	VERIZON WIRELESS	01-56	477.13
6311	MILAM RECYCLING & DISPOSAL FACILIO	01-56	2,151.85
884	ST CLAIR COUNTY RECORDER OF DEEDS	01-56	585.00
CA045	CARQUEST	01-56	8,438.92
TR035	TRACTOR SUPPLY CREDIT PLAN	01-56	79.87
UN027	UNIFIRST CORP	01-56	234.24
	**TOTAL HEALTH & SANITATION		25,790.61
	LEGAL DEPARTMENT		
6617	FLYNN, GUYMON & GARAVALLIA	01-60	198.50
LE062	LEXISNEXIS	01-60	338.99
	**TOTAL LEGAL DEPARTMENT		537.49
	HEALTH & HOUSING		
1112	WATTS COPY SYSTEM, INC.	01-61	139.00
1252	LOCIS	01-61	5,352.00
272	BUSTER'S TIRE MART	01-61	17.00
2964	EHRET, MICHAEL	01-61	146.14
3916	VOGT OIL CO., INC.	01-61	1,364.27
402	EGYPTIAN STATIONERS, INC.	01-61	313.13
6122	VERIZON WIRELESS	01-61	389.20
7632	PATTERSON AUTOMOTIVE	01-61	940.90
7816	OFFICETEAM	01-61	1,235.52
7827	PETTY CASH-TREASURER	01-61	120.00
UN034	UNITED STATES POSTAL SERVICE	01-61	2,000.00
	**TOTAL HEALTH & HOUSING		12,017.16
	PLANNING & ECONOMIC DEVELOPMENT		
402	EGYPTIAN STATIONERS, INC.	01-62	279.20
6122	VERIZON WIRELESS	01-62	51.97
759	BELLEVILLE NEWS DEMOCRAT	01-62	109.74

VENDOR #	NAME	DEPT.	AMOUNT
01 GENERAL FUND			
PLANNING & ECONOMIC DEVELOPMENT			
7960	SCHAUSTER, ERIC	01-62	10.00
DA064	DAVIS, ELLEN	01-62	62.32
OF004	OFFICE DEPOT	01-62	66.45
**TOTAL PLANNING & ECONOMIC DEVELOPMENT			138.77
MAYOR			
3916	VOGT OIL CO., INC.	01-82	131.92
402	EGYPTIAN STATIONERS, INC.	01-82	85.92
6122	VERIZON WIRELESS	01-82	17.49
**TOTAL MAYOR			235.33
HUMAN RESOURCES/COMMUNITY DEV			
1112	WATTS COPY SYSTEM, INC.	01-84	160.00
759	BELLEVILLE NEWS DEMOCRAT	01-84	756.50
SH014	CINTAS CORPORATION	01-84	51.31
**TOTAL HUMAN RESOURCES/COMMUNITY DEV			967.81
CLERKS			
7331	INTERNATIONAL INSTITUTE OF MUNICI	01-85	210.00
QU006	QUILL CORP	01-85	13.59
**TOTAL CLERKS			223.59
MAINTENANCE			
1112	WATTS COPY SYSTEM, INC.	01-87	13.00
163	GROSS, DONALD L	01-87	60.50
181	BASIC HARDWARE CENTER, INC.	01-87	162.52
1949	CRESCENT PARTS & EQUIP.	01-87	3.30
2384	HOMETOWN ACE HARDWARE	01-87	31.96
3916	VOGT OIL CO., INC.	01-87	528.04
393	DUTCH HOLLOW JANITORIAL SUPPLIES	01-87	30.20
6122	VERIZON WIRELESS	01-87	250.24
661	LIESE LUMBER CO., INC.	01-87	42.80
726	CLEAN THE UNIFORM COMPANY	01-87	191.14
7313	BRAUER SUPPLY CO	01-87	49.20
8151	WEX BANK	01-87	65.70
AT016	ASTRO BUILDING SERVICES, INC	01-87	858.95
BE056	BEL-O PEST SOLUTIONS	01-87	85.00
FR014	FROST ELECTRIC SUPPLY CO	01-87	50.00
KE000	KELSO AUTO BODY, INC.	01-87	40.90
VO010	VOSS LIGHTING	01-87	383.30
WE023	WEINLAND REFRIGERATION	01-87	104.50
**TOTAL MAINTENANCE			2,819.85
ENGINEERING			

VENDOR #	NAME	DEPT.	AMOUNT
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01 GENERAL FUND

ENGINEERING			
1112	WATTS COPY SYSTEM, INC.	01-88	156.00
3916	VOGT OIL CO., INC.	01-88	143.31
6122	VERIZON WIRELESS	01-88	88.90
8151	WEX BANK	01-88	177.88

**TOTAL ENGINEERING			566.09
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01 GENERAL FUND	GRAND TOTAL	462,581.74
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VENDOR #	NAME	DEPT.	AMOUNT
=====			
02	PARKS PROJECT FUND		
CU025	CUNNINGHAM RECREATION, INC	02-00	28,637.75
	**TOTAL		<u>28,637.75</u>
	02 PARKS PROJECT FUND	GRAND TOTAL	28,637.75

VENDOR #	NAME	DEPT.	AMOUNT
=====			
03	INSURANCE FUND		
IN033	IPMG	03-00	40,936.65
	**TOTAL		40,936.65
	03 INSURANCE FUND	GRAND TOTAL	40,936.65

VENDOR #	NAME	DEPT.	AMOUNT
=====			
04	LIBRARY		
4902	AT & T	04-00	69.95
551	ILLINOIS AMERICAN WATER	04-00	51.23
CE023	CENTURY SERVICE & CONSTRUCTION	04-00	120,408.05
	**TOTAL		<u>120,529.23</u>
04	LIBRARY	GRAND TOTAL	120,529.23

VENDOR #	NAME	DEPT.	AMOUNT
=====			
07	PLAYGROUND AND RECREATION		
1112	WATTS COPY SYSTEM, INC.	07-00	93.00
201	BELLEVILLE BOWLING & SPORTS SHOP	07-00	2,410.00
2244	SWITZER FOOD & SUPPLIES	07-00	398.75
5156	XPEDX	07-00	914.87
8092	DA-COM CORPORATION	07-00	370.99
961	SOUTHWEST ILLINOIS ASSN. OF UMPIR	07-00	6,080.00
AM036	AMERICAN BOTTLING	07-00	632.50
AT011	AT & T U-VERSE	07-00	35.00
DA028	DA-COM CORPORATION	07-00	372.31
FI000	FIRST STUDENT TRANSPORTATION SERV	07-00	3,827.65
GR037	GRANT, MARY	07-00	150.50
HA144	HALL, ANDREA	07-00	40.00
KO017	KOKOTOVICH, BECKY	07-00	36.07
MA128	MAUL, SETH	07-00	100.00
NU009	NU WAY	07-00	1,000.00
OF004	OFFICE DEPOT	07-00	213.22
RO088	ROBINSON, MITCHELL	07-00	55.00
TR049	TR'S PLACE, INC	07-00	25.00
TR050	TRAFFIC CONTROL COMPANY-ILLINOIS	07-00	1,840.00
UN034	UNITED STATES POSTAL SERVICE	07-00	2,000.00
	**TOTAL		20,594.86

07	PLAYGROUND AND RECREATION	GRAND TOTAL	20,594.86

VENDOR #	NAME	DEPT.	AMOUNT
09	TIF 1 (NW SQUARE)		
486	HANK'S EXCAVATING & LANDSCAPING,	09-00	7,928.70
	**TOTAL		7,928.70
	09 TIF 1 (NW SQUARE)	GRAND TOTAL	7,928.70

VENDOR #	NAME	DEPT.	AMOUNT
=====			
13	MOTOR FUEL TAX FUND		
194	BEELMAN LOGISTICS LLC	13-00	843.57
888	FS TURF SOLUTIONS	13-00	2,659.97
EL001	ELECTRICO, INC.	13-00	180.00
ME037	MEURER BROTHERS, INC	13-00	100.00
	**TOTAL		----- 3,783.54
	13 MOTOR FUEL TAX FUND	GRAND TOTAL	3,783.54

VENDOR #	NAME	DEPT.	AMOUNT
15	TORT LIABILITY FUND		
2102	AMERENIP	15-00	349.00
	**TOTAL		349.00
	15 TORT LIABILITY FUND	GRAND TOTAL	349.00

VENDOR #	NAME	DEPT.	AMOUNT
=====			
21 SEWER OPERATION & MAINTENANCE			
SEWER COLLECTION			
7827	PETTY CASH-TREASURER	21-75	38.37
890	ST CLAIR TOWNSHIP	21-75	54.20
AM007	AMERICAN WATER	21-75	16,045.77
**TOTAL SEWER COLLECTION			16,138.34
SEWER LINES			
181	BASIC HARDWARE CENTER, INC.	21-77	188.79
277	CAMPER EXCHANGE, INC.	21-77	57.65
3445	DAVE SCHMIDT TRUCK SERVICE	21-77	207.18
3916	VOGT OIL CO., INC.	21-77	378.10
4578	SCHULTE SUPPLY	21-77	470.80
6122	VERIZON WIRELESS	21-77	72.45
661	LIESE LUMBER CO., INC.	21-77	15.75
7591	USA BLUEBOOK	21-77	322.45
8151	WEX BANK	21-77	1,200.49
BO006	BOBCAT OF ST LOUIS	21-77	524.99
BR073	BRECKENRIDGE OF ILLINOIS LLC	21-77	1,023.55
CA024	CARTER WATERS CORPORATION	21-77	192.42
MI072	MIDWEST VAC PRODUCTS, LLC	21-77	195.50
UN027	UNIFIRST CORP	21-77	67.56
**TOTAL SEWER LINES			4,917.68
SEWER PLANT			
1030	TEKLAB, INC.	21-78	421.00
1112	WATTS COPY SYSTEM, INC.	21-78	126.00
176	BARCOM ELECTRONIC, INC.	21-78	1,231.20
181	BASIC HARDWARE CENTER, INC.	21-78	653.85
2102	AMERENIP	21-78	512.22
3543	VOTRIAN, DAVID	21-78	450.00
378	DINTELMANN NURSERY & GARDEN CTR,	21-78	70.00
3916	VOGT OIL CO., INC.	21-78	756.04
393	DUTCH HOLLOW JANITORIAL SUPPLIES	21-78	1,399.33
401	H EDWARDS EQUIPMENT, INC.	21-78	24.25
402	EGYPTIAN STATIONERS, INC.	21-78	3,229.31
4902	AT & T	21-78	426.31
5317	W W GRAINGER, INC.	21-78	59.68
551	ILLINOIS AMERICAN WATER	21-78	57.15
6122	VERIZON WIRELESS	21-78	420.71
7591	USA BLUEBOOK	21-78	86.02
8151	WEX BANK	21-78	1,263.17
BI028	BI-COUNTY SMALL ENGINE CENTER	21-78	88.01
EN000	ENVIRONMENTAL RESOURCE ASSOCIATES	21-78	114.47
HO034	HOME DEPOT CREDIT SERVICES	21-78	200.17
PL000	PLAZA AUTO PARTS	21-78	1.90
QU006	QUILL CORP	21-78	104.30
SH014	CINTAS CORPORATION	21-78	42.80
SI024	EVOQUA WATER TECHNOLOGIES LLC	21-78	3,883.00

VENDOR #	NAME	DEPT.	AMOUNT
21 SEWER OPERATION & MAINTENANCE			
	SEWER PLANT		
UN027	UNIFIRST CORP	21-78	62.54
VA001	VANDEVANTER ENGINEERING	21-78	4,688.00
	**TOTAL SEWER PLANT		20,371.43
21 SEWER OPERATION & MAINTENANCE		GRAND TOTAL	41,427.45

VENDOR #	NAME	DEPT.	AMOUNT
24 SEWER CONSTRUCTION FUND			
1547	THOUVENOT WADE & MOERCHEN	24-00	21,061.66
CR043	CRAWFORD, MURPHY & TILLY INC	24-00	2,426.69
	**TOTAL		23,488.35
	24 SEWER CONSTRUCTION FUND	GRAND TOTAL	23,488.35

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

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VENDOR #	NAME	DEPT.	AMOUNT
30	SPECIAL SERVICE AREA		
551	ILLINOIS AMERICAN WATER	30-00	166.40
	**TOTAL		166.40
	30 SPECIAL SERVICE AREA	GRAND TOTAL	166.40

VENDOR #	NAME	DEPT.	AMOUNT
=====			
38	TIF 3 (CITY OF BELLEVILLE)		
2149	KNIPP ROOFING & SIDING, INC.	38-00	6,750.00
7125	GLAENZER ELECTRIC	38-00	9,585.45
CJ000	C J SCHLOSSER & CO LLC	38-00	7,500.00
DM001	DMS CONTRACTING INC	38-00	39,533.50
EL001	ELECTRICO, INC.	38-00	241.30
GR073	GREAT FALLS LAND TRUST	38-00	1,500.00
LA068	LAWRENCE GROUP	38-00	26,904.65
MI077	MILLENNIA PROFESSIONAL SERVICES	38-00	3,283.00
PA017	PARKER CONSULTING SERVICES	38-00	5,642.50
PA048	PARKER CONSULTING SERVICES	38-00	305.00
PR053	PRIESTER, GERALD G & SHARON L.	PR38-00R	2,500.00
QU003	QUALITY TESTING & ENGINEERING, IN	38-00	4,600.00
WI119	WIDMAN CONSTRUCTION CO	38-00	3,045.36
	**TOTAL		111,390.76

38	TIF 3 (CITY OF BELLEVILLE)	GRAND TOTAL	111,390.76

VENDOR #	NAME	DEPT.	AMOUNT
44	BELLEVILLE ILLINOIS TOURISM		
3586	GREATER BELLEVILE CHAMBER OF COMM	44-00	2,798.43
	**TOTAL		2,798.43
44	BELLEVILLE ILLINOIS TOURISM	GRAND TOTAL	2,798.43

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VENDOR #	NAME	DEPT.	AMOUNT
=====			
57	TIF 15 (CARLYLE GREENMOUNT)		
UM001	UMB BANK NA	57-00	189,731.82
	**TOTAL		189,731.82
	57 TIF 15 (CARLYLE GREENMOUNT)	GRAND TOTAL	189,731.82

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VENDOR #	NAME	DEPT.	AMOUNT
58	TIF 16 (ROUTE 15 WEST CORRIDOR)		
604	OLIVER C JOSEPH CHRYSLER	58-00	52,289.14
	**TOTAL		52,289.14
	58 TIF 16 (ROUTE 15 WEST CORRIDOR) GRAND TOTAL		52,289.14

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VENDOR #	NAME	DEPT.	AMOUNT
=====			
71	POLICE TRUST		
KI021	KIESLER'S POLICE SUPPLY, INC	71-00	1,257.00
PE023	PETSMART	71-00	295.74
	**TOTAL		----- 1,552.74
	71 POLICE TRUST	GRAND TOTAL	1,552.74

VENDOR #	NAME	DEPT.	AMOUNT
=====			
72	NARCOTICS		
HA145	HARVEY, KATTEYANI	72-00	48.69
KA030	KAEMMERER, MICHAEL R	72-00	927.00
TA011	TASER INTERNATIONAL	72-00	19,024.86
	**TOTAL		20,000.55

	72 NARCOTICS	GRAND TOTAL	20,000.55

VENDOR #	NAME	DEPT.	AMOUNT
=====			
75	TIF 17 (EAST MAIN STREET)		
759	BELLEVILLE NEWS DEMOCRAT	75-00	184.08
CA005	CALHOUN CONSTRUCTION, INC.	75-00	26,010.72
	**TOTAL		----- 26,194.80
	75 TIF 17 (EAST MAIN STREET)	GRAND TOTAL	26,194.80

VENDOR #	NAME	DEPT.	AMOUNT
77 TIF 19 (FRANK SCOTT PARKWAY)			
UM001	UMB BANK NA	77-00	90,246.54
	**TOTAL		90,246.54
	77 TIF 19 (FRANK SCOTT PARKWAY)	GRAND TOTAL	90,246.54

VENDOR #	NAME	DEPT.	AMOUNT
78	TIF 20 - RT. 15 / S. GREEN MT		
EC007	ECKERT'S COUNTRY STORE AND FARMS	78-00	3,395.17
	**TOTAL		3,395.17
	78 TIF 20 - RT. 15 / S. GREEN MT	GRAND TOTAL	3,395.17
	GRAND TOTAL FOR ALL FUNDS:		1,248,023.62
	TOTAL FOR REGULAR CHECKS:		1,218,121.18
	TOTAL FOR DIRECT PAY VENDORS:		29,902.44

=====

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

=====

VENDOR #	NAME	DEPT.	AMOUNT
21 SEWER OPERATION & MAINTENANCE			
	SEWER COLLECTION		
HO082	HOFFMAN, ARHONDA	21-75	673.45
	**TOTAL SEWER COLLECTION		----- 673.45
	21 SEWER OPERATION & MAINTENANCE	GRAND TOTAL	673.45

=====

A/P MANUAL CHECK POSTING LIST

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

=====

VENDOR #	NAME	DEPT.	AMOUNT
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=====

24 SEWER CONSTRUCTION FUND

KO005	KORTE & LUITJOHAN CONTRACTORS INC	24-00	587,500.00
	**TOTAL		587,500.00

24 SEWER CONSTRUCTION FUND	GRAND TOTAL	587,500.00
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GRAND TOTAL FOR ALL FUNDS--MANUAL CHECKS: 588,293.45

GRAND TOTAL FOR ALL FUNDS--REGULAR AND MANUAL 1,836,317.07

VENDOR #	NAME	DEPT.	AMOUNT
=====			
01	GENERAL FUND		
	ADMINISTRATION		
PA065	PARAGON MICRO INC	01-50	2,362.50
	**TOTAL ADMINISTRATION		----- 2,362.50
	FIRE DEPARTMENT		
1532	UNIVERSITY OF ILLINOIS	01-52	25.00
	**TOTAL FIRE DEPARTMENT		----- 25.00
01	GENERAL FUND	GRAND TOTAL	2,387.50

VENDOR #	NAME	DEPT.	AMOUNT
04	LIBRARY		
CH030	CHARTER COMMUNICATIONS	04-00	220.00
	**TOTAL		220.00
	04 LIBRARY	GRAND TOTAL	220.00

VENDOR #	NAME	DEPT.	AMOUNT
=====			
21	SEWER OPERATION & MAINTENANCE		
	SEWER COLLECTION		
1194	DANDELL MANAGEMENT	21-75	82.87
8171	STATE REALTY	21-75	16.66
CA091	CAHOON, LARRY	21-75	90.00
DA067	DAHM, GERI	21-75	42.24
DI031	DIETZ, JOAN	21-75	78.26
FI043	FINES, TRICIA	21-75	24.00
FL008	FLOWERS, CARL	21-75	368.58
FR041	FREEMAN, AMY	21-75	38.31
LA072	LAUCK, CHRIS	21-75	270.00
LO028	LOKKEN, ARLETTE	21-75	24.24
RE071	RENNER, TOM	21-75	21.03
RO087	ROGERS, RUBY	21-75	33.39
SI028	SIMS, HEATHER	21-75	111.57
WA073	WALLS, THERESA	21-75	85.47
	**TOTAL SEWER COLLECTION		1,286.62
21	SEWER OPERATION & MAINTENANCE	GRAND TOTAL	1,286.62
	GRAND TOTAL FOR ALL FUNDS:		3,894.12
	TOTAL FOR REGULAR CHECKS:		3,894.12

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

VENDOR #	NAME	DEPT.	AMOUNT
01	GENERAL FUND		
NA041	NATURAL PLAYGROUNDS CO	01-00	50,000.00
	**TOTAL		50,000.00
	ADMINISTRATION		
CO139	CONSTELLATION NEWENERGY, INC	01-50	21.74
	**TOTAL ADMINISTRATION		21.74
01	GENERAL FUND	GRAND TOTAL	50,021.74

=====

A/P MANUAL CHECK POSTING LIST

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

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VENDOR #	NAME	DEPT.	AMOUNT
21 SEWER OPERATION & MAINTENANCE			
	SEWER PLANT		
418	MIDWEST AUTOPRO	21-78	107.07
CO139	CONSTELLATION NEWENERGY, INC	21-78	18,085.98
	**TOTAL SEWER PLANT		18,193.05
21 SEWER OPERATION & MAINTENANCE		GRAND TOTAL	18,193.05

=====

A/P MANUAL CHECK POSTING LIST

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

=====

VENDOR #	NAME	DEPT.	AMOUNT
38	TIF 3 (CITY OF BELLEVILLE)		
1920	JACK SCHMITT FORD, INC.	38-00	14,531.00
	**TOTAL		14,531.00
	38 TIF 3 (CITY OF BELLEVILLE)	GRAND TOTAL	14,531.00
	GRAND TOTAL FOR ALL FUNDS--MANUAL CHECKS:		82,745.79
	GRAND TOTAL FOR ALL FUNDS--REGULAR AND MANUAL		86,639.91

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	\$ 80.00									\$ 485.00
PLUMBING FEES	\$ 497.00	\$ 135.00	\$ 274.00	\$ 176.00									\$ 1,082.00
ELECTRICAL FEES	\$ 2,160.00	\$ 2,260.00	\$ 2,005.00	\$ 1,875.00									\$ 8,300.00
ELECTRICAL LICENSE FEES	\$ 750.00		\$ 50.00	\$ 50.00									\$ 850.00
ELECTRICAL TESTING FEES				\$ 100.00									\$ 100.00
BUILDING PERMITS	\$ 555.00	\$ 801.00	\$ 4,391.00	\$ 785.00									\$ 6,532.00
DEMOLITION PERMITS		\$ 300.00		\$ 100.00									\$ 400.00
HOME OCCUPATION PERMITS		\$ 200.00	\$ 200.00										\$ 400.00
SIGN PERMITS	\$ 154.00	\$ 380.50	\$ 175.00	\$ 263.50									\$ 973.00
CODE BOOKS													\$ -
BOCA CODE BOOK													\$ -
CRIME FREE HOUSING	\$ 875.00	\$ 1,375.00	\$ 1,625.00	\$ 600.00									\$ 4,475.00
ZONING CERTIFICATE													\$ -
AERATION INSPECTION FEES													\$ -
OCCUPANCY PERMITS	\$ 10,250.00	\$ 13,000.00	\$ 12,550.00	\$ 14,000.00									\$ 49,800.00
HOUSING INSPECTIONS	\$ 12,540.00	\$ 15,000.00	\$ 15,830.00	\$ 15,590.00									\$ 58,960.00
EXCAVATION PERMIT	\$ 20.00	\$ 235.00	\$ 440.00	\$ 25.00									\$ 60.00
COMBINATION PERMITS	\$ 12,721.00	\$ 17,520.00	\$ 3,878.00	\$ 6,549.00									\$ 40,668.00
DUMPSTER PERMIT	\$ 50.00	\$ 100.00	\$ 100.00	\$ 50.00									\$ 300.00
REFUSE CONTAINER FEE	\$ 350.00	\$ 350.00	\$ 950.00	\$ 400.00									\$ 2,050.00
LARGE ITEM PICKUP FEE	\$ 2,440.00	\$ 2,795.00	\$ 3,070.00	\$ 1,740.00									\$ 10,045.00
SEWER TAP-IN FEES	\$ 26,175.00	\$ 73,575.00	\$ 20,475.00	\$ 14,250.00									\$ 134,475.00
SEWER TAP-IN INSPECTION	\$ 1,150.00	\$ 3,090.00	\$ 950.00	\$ 3,300.00									\$ 8,490.00
TOTAL COLLECTED	\$ 70,852.00	\$ 131,206.50	\$ 67,113.00	\$ 59,933.50	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 329,105.00

ZONING BOARD OF APPEALS, CITY OF BELLEVILLE, ILLINOIS

ADVISORY REPORT

Application for Amendment: Gregg Crawford

Application Filed: 8/4/14

53-Aug14 – Gregg Crawford – Requesting a Special Use permit for eight (8) high-end 1 & 2 bedroom residential units at 126 West A St. located in a C-2 Heavy Commercial Zoning District. (Applicable portion of zoning code: 60-6-50)

Present Zoning: C-2 Heavy Commercial Zoning District

Meeting Held: 8/28/14

Publication in News Democrat: 8/13/14

Supporters: None

Objectors: None

Other comments: None

Aldermen Present: Hult

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.*

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

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

Chairman

ZONING BOARD OF APPEALS, CITY OF BELLEVILLE, ILLINOIS

ADVISORY REPORT

Application for Amendment: Adam Nordmoe/Peachy Yogurt Bar, LLC, d/b/a Junction
Application Filed: 8/5/14

54-Aug14 – Adam Nordmoe/Peachy Yogurt Bar, LLC, d/b/a Junction – Requesting a Sign Installation Permit for Area of Special Control in order to place one projecting, non illuminated sign totaling 9.7 sq. ft. located at 200B E. Main St. 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: 8/28/14
Publication in News Democrat: 8/13/14
Supporters: None
Objectors: None
Other Comments: None
Aldermen Present: None

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

- A. the proposed 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.*

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

*IT IS THEREFORE the recommendation of the Zoning Board of Appeals that the requested 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: Laura Spelbring/Turned Treasures Gallery

Application Filed: 8/6/14

55-Aug14 – Laura Spelbring/Turned Treasures Gallery – Requesting a Sign Installation Permit for Area of Special Control in order to place one (1) flush mounted, non illuminated sign totaling 48 sq. ft and one (1) flush mounted, non illuminated sign totaling 20 sq. ft. at 225 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: 8/28/14

Publication in News Democrat: 8/13/14

Supporters: None

Objectors: None

Other Comments: None

Aldermen Present: None

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

- A. the proposed 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.*

Don Rockwell 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 Sign Installation permit for Area of Special Control be **APPROVED BY A UNANIMOUS VOTE OF ALL MEMBERS PRESENT.***

Chairman

Enterprise Zone Property Tax Abatement

The City's current enterprise zone (EZ) is set to expire July 1, 2016. Per the new state statute, in order to have an EZ after this expiration date, the City will have to apply for a new zone, with applications due by the end of 2014. The two main incentives that the City of Belleville can offer through the EZ is the abatement of sales tax on building materials and the abatement of incremental property taxes. This summary will describe the property tax abatement incentive. The application for the new EZ requires the City to determine in advance the percentage and duration of property tax abatements for prospective businesses.

The following paragraph will explain the difference between TIF and EZ regarding incremental property tax incentives. Where TIF and EZ overlap, any property tax incentives have to be *rebated*, where the company pays its full tax bill and is rebated the percentage of the increment that was approved in a development agreement. In an area where only an EZ exists, property taxes must be *abated*. Once the abatement is approved via a development agreement, the City would provide information regarding the abatement to St. Clair County. The County would make the calculations and simply not charge that amount on the tax bill.

While TIF districts allow the City to negotiate the percentage and length of time for a property tax rebate, the EZ statute does not allow such a provision. The percentage of abatement and length of time must be standardized and is non-negotiable throughout the EZ, provided the incentive is approved. Again, this would not apply to areas where TIF also exist; however, if an area has a TIF/EZ overlap and the TIF were to expire, the standardized abatement would then be available.

Generally, the City has approved a rebate of 50% of incremental property taxes for five (5) years through TIF districts and staff recommend this same amount/duration for the EZ application.

In order for the City to be in a position to offer an abatement of 50% of the increment for five (5) years, each underlying taxing district would have to approve the abatement by official action/resolution prior to the City's submittal of the application for the new EZ. The City will be meeting with each taxing district over the course of the next few weeks to explain the requirement of pre-approval and to formally request that they each approve a resolution similar to that which the City will approve. Therefore, the City must set its abatement level to establish a standard for the remaining taxing bodies. Taxing district must choose to abate 50% of the increment for five (5) years or none at all. Taxes would then only be abated in those districts that pre-approve the abatement.

DRAFT

Resolution No. _____

**A RESOLUTION AUTHORIZING PARTICIPATION IN THE ABATEMENT OF
REAL PROPERTY TAX IN THE NEW BELLEVILLE ENTERPRISE ZONE
IN THE CITY OF BELLEVILLE, ILLINOIS**

WHEREAS, the City of Belleville (the "City") approved Ordinance No. 4135 on December 31, 1984, establishing an Enterprise Zone within the City; and,

WHEREAS, the Belleville Enterprise Zone is set to expire on December 31, 2016; and,

WHEREAS, pursuant to Public Act 97-0905, the City wishes to submit an Application to the Illinois Department of Commerce and Economic Opportunity ("DCEO") to designate a new Enterprise Zone within the City; and,

WHEREAS, in order to offer a property tax abatement incentive within an Enterprise Zone, the City must provide, in the Application to DCEO, a resolution from the governing boards of taxing bodies which are participating in the abatement of property tax; and,

WHEREAS, it is now necessary and appropriate that the governing board of _____ (taxing district) authorize its participation in the abatement of real property tax on improvements made to real property in the new Belleville Enterprise Zone.

NOW THEREFORE BE IT RESOLVED, by the governing board of the _____ (taxing district), as follows:

The governing board of the _____ (taxing district) authorizes the City of Belleville to offer real property tax abatement on improvements made to real property located within the new Belleville Enterprise Zone in the City of Belleville, Illinois, at a rate of: **50% of the value of the improvements, for the assessment year in which the improvements are made, and up to the four assessment years immediately following the year in which the improvements are made.**

PASSED BY THE GOVERNING BOARD OF THE _____,
this ____ of _____, 2014.

Print Name:
Print Title:

ATTEST:

(SEAL)

Print Name:
Print Title:

DRAFT

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

DRAFT

CERTIFICATE

I, _____, DO HEREBY CERTIFY THAT I am the _____ (title)
in and for the _____ (taxing district), and that the foregoing is a
true and correct copy of a Resolution duly passed by the governing board of the _____
_____ (taxing district), being entitled:

Resolution No. _____

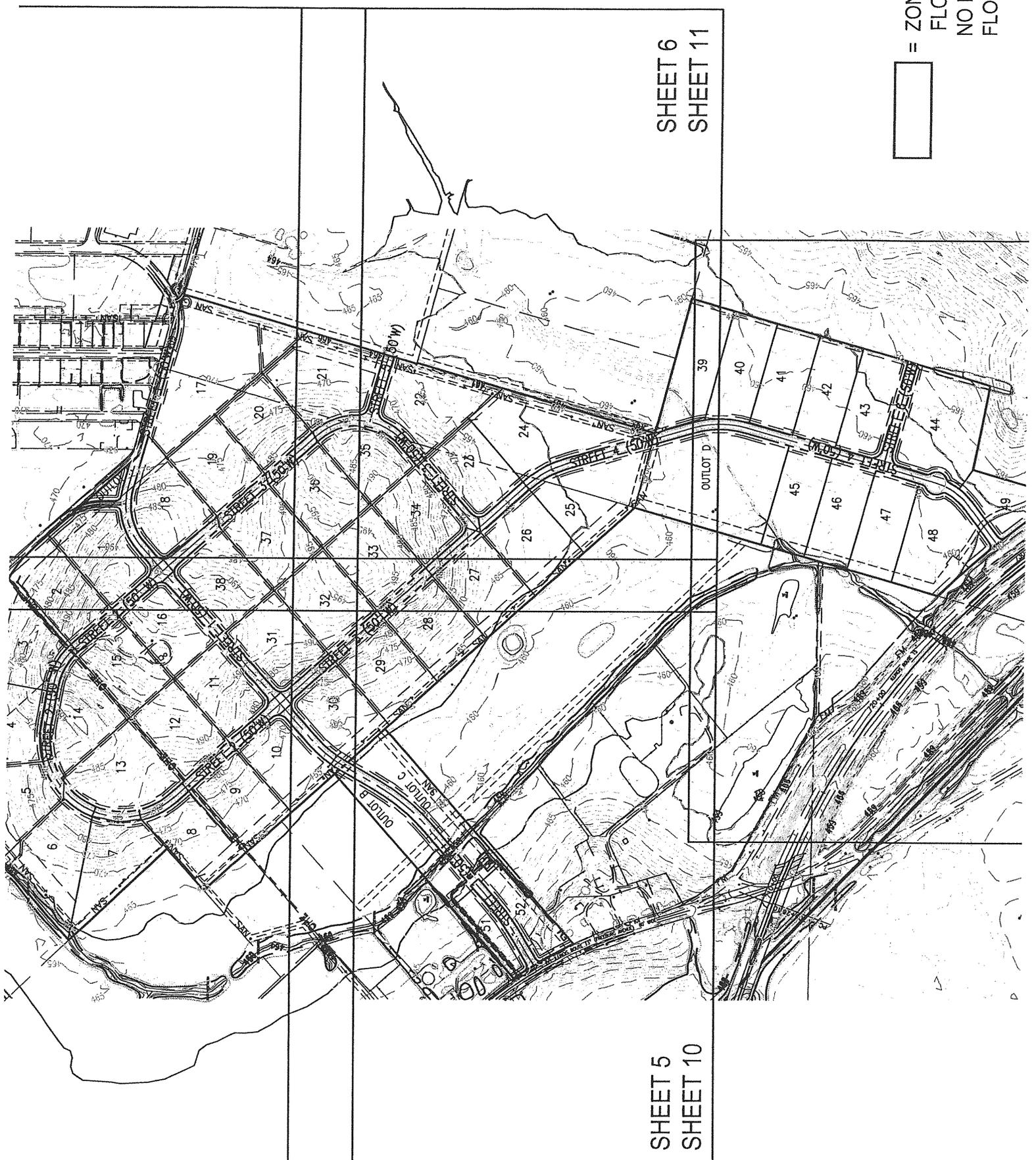
***A RESOLUTION AUTHORIZING PARTICIPATION IN THE ABATEMENT OF
REAL PROPERTY TAX IN THE NEW BELLEVILLE ENTERPRISE ZONE
IN THE CITY OF BELLEVILLE, ILLINOIS***

Adopted by the governing board of the _____ (taxing district)
at its regular meeting held at _____, Illinois on the ___ day of _____, 2014.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said district at
my office in _____, Illinois, in said district this ___ day of _____, 2014.

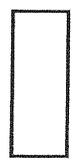
Seal:

Print Name: _____
Secretary of the _____ (taxing district)



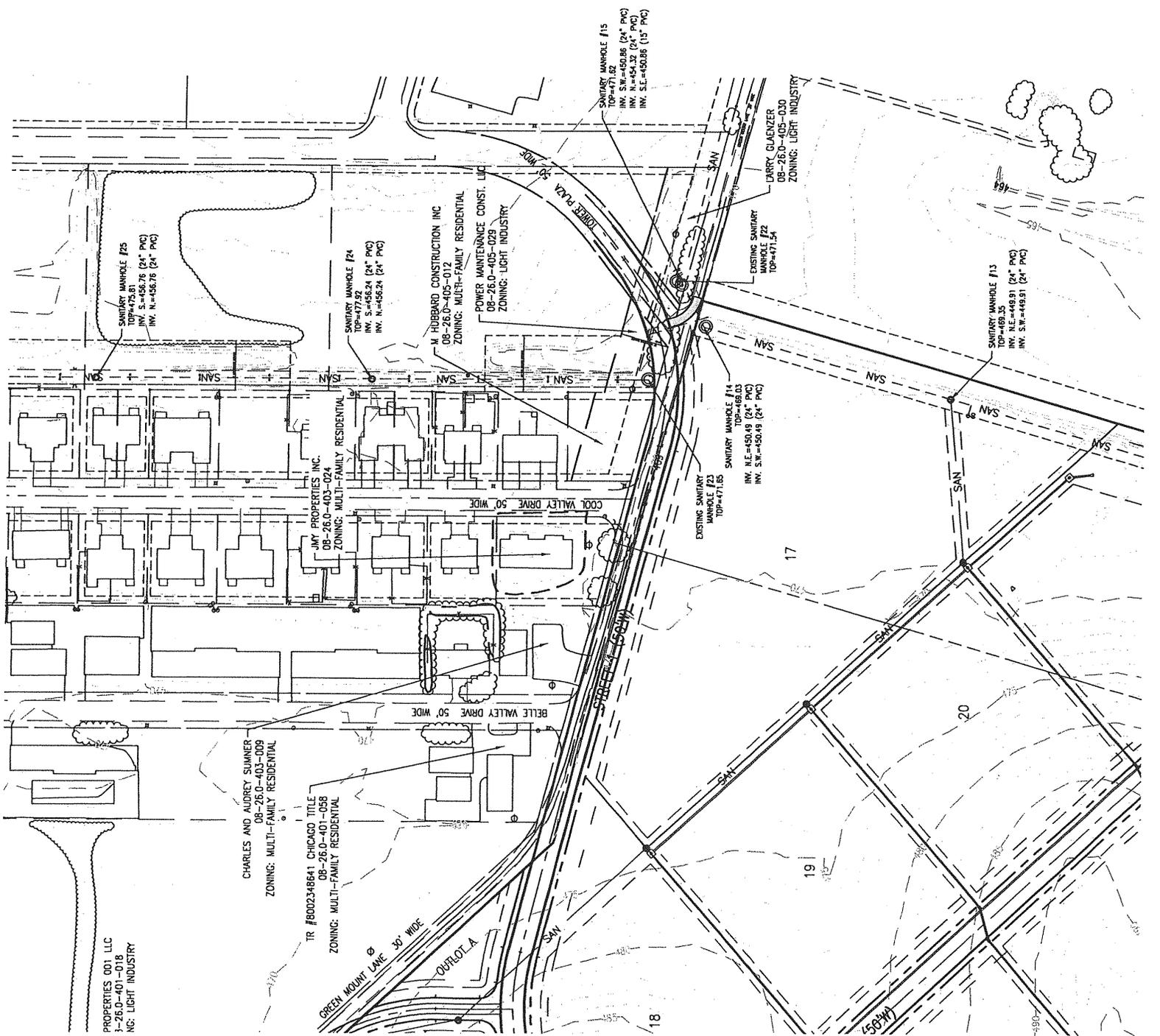
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SHEET 6
SHEET 11



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PROPERTIES 001 LLC
3-26.0-401-018
NG: LIGHT INDUSTRY

CHARLES AND AUDREY SUMNER
08-26.0-403-009
ZONING: MULTI-FAMILY RESIDENTIAL

TR #8002348641 CHICAGO TITLE
08-26.0-401-058
ZONING: MULTI-FAMILY RESIDENTIAL

GREEN MOUNT LANE 30' WIDE
LOT 101-102
LOT 103-104

JIMMY PROPERTIES INC.
08-26.0-403-024
ZONING: MULTI-FAMILY RESIDENTIAL

N. HUBBARD CONSTRUCTION INC
08-26.0-405-012
ZONING: MULTI-FAMILY RESIDENTIAL

POWER MAINTENANCE CONST. LLC
08-26.0-405-029
ZONING: LIGHT INDUSTRY

SANITARY MANHOLE #24
TOP=477.92
INV. S.=456.24 (24" PVC)
INV. N.=456.24 (24" PVC)

SANITARY MANHOLE #25
TOP=475.81
INV. S.=456.26 (24" PVC)
INV. N.=456.26 (24" PVC)

SANITARY MANHOLE #15
TOP=471.62
INV. S.W.=450.86 (24" PVC)
INV. S.E.=450.86 (15" PVC)

DARRY GLAZNER
08-26.0-405-030
ZONING: LIGHT INDUSTRY

EXISTING SANITARY
MANHOLE #22
TOP=471.54

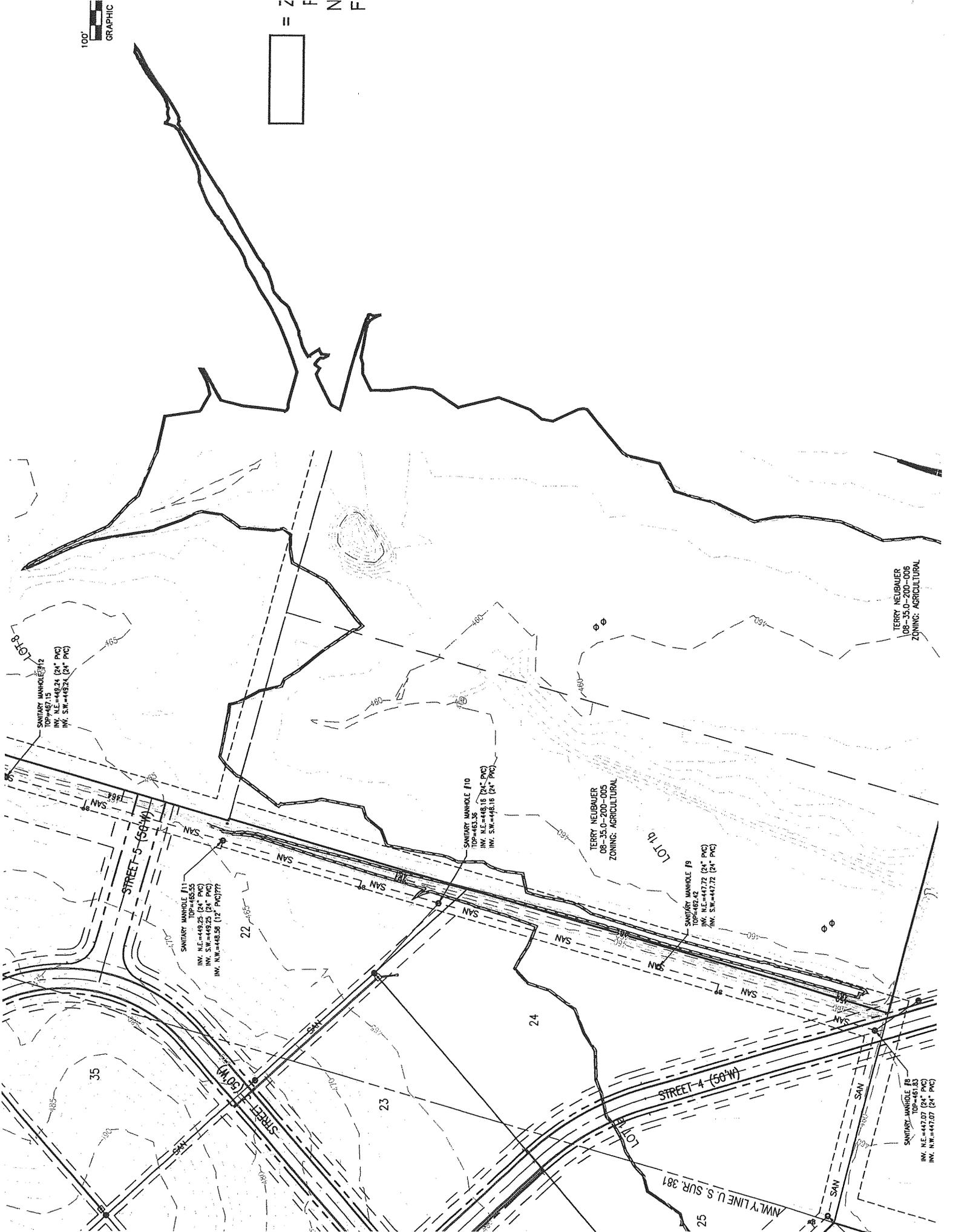
SANITARY MANHOLE #13
TOP=468.35
INV. N.E.=468.91 (24" PVC)
INV. S.W.=468.91 (24" PVC)

EXISTING SANITARY
MANHOLE #23
TOP=471.65
INV. N.E.=450.49 (24" PVC)
INV. S.W.=450.49 (24" PVC)

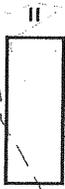
SANITARY MANHOLE #14
TOP=471.65
INV. N.E.=450.49 (24" PVC)
INV. S.W.=450.49 (24" PVC)

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PHASE 5



EDWARD AND LINDA OTT
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ZONING: AGRICULTURAL

STATE OF ILLINOIS
08-35.0-300-003
ZONING: AGRICULTURAL

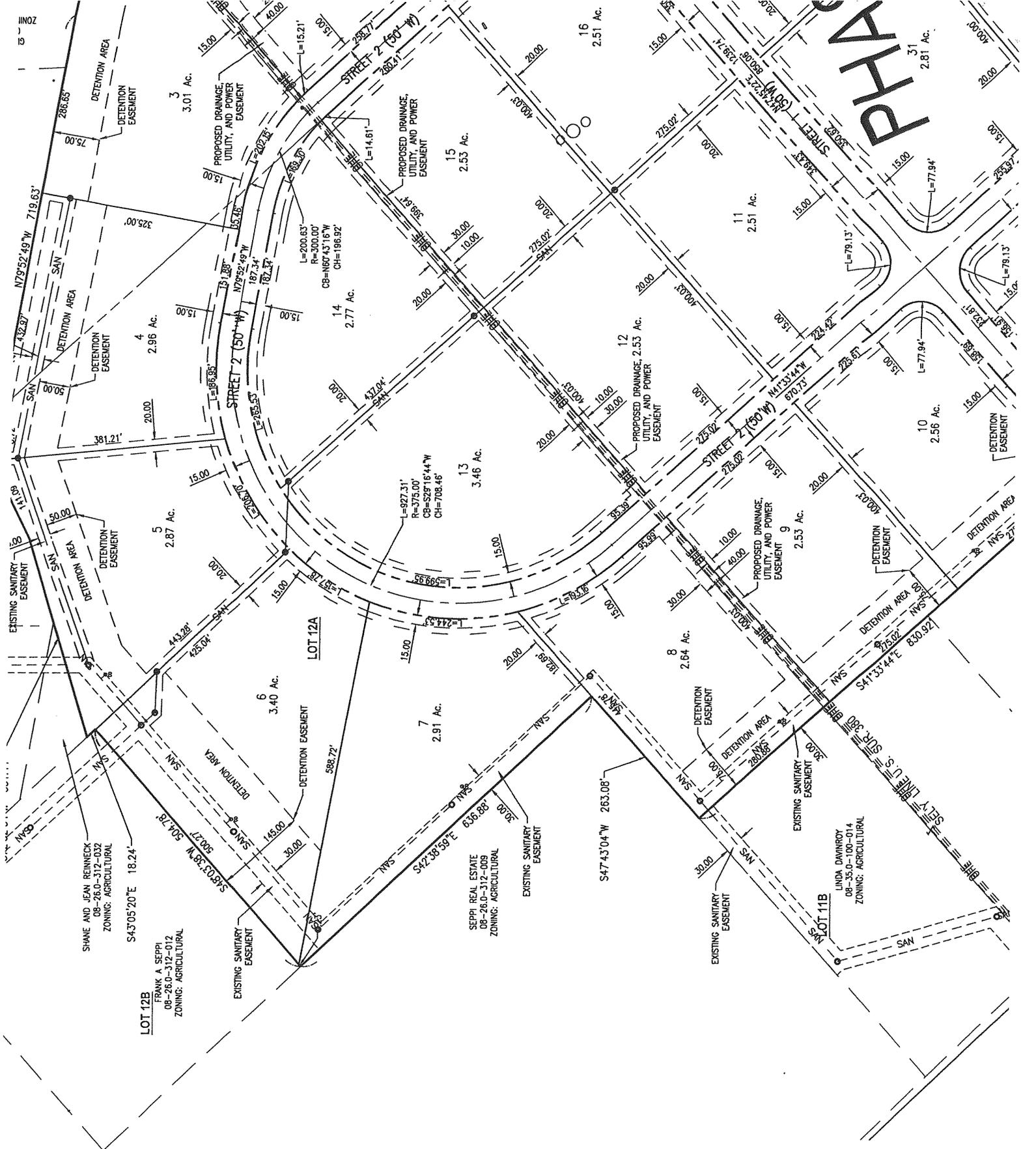
JAVONI AND RANDEL KELLER
08-35.0-400-004
ZONING: AGRICULTURAL

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ILLINOIS ROUTE 15

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720+00



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SHANE AND JEAN REINECK
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ZONING: AGRICULTURAL
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LOT 12B
FRANK A. SEPPI
08-26.0-312-012
ZONING: AGRICULTURAL

SEPPi REAL ESTATE
08-26.0-312-009
ZONING: AGRICULTURAL

LINDA DAMINROY
08-35.0-100-014
ZONING: AGRICULTURAL

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NOTE:
ALL EASEMENTS ARE DRAINAGE
AND UTILITY UNLESS NOTED OTHERWISE!
FRONT LOT LINE EASEMENTS ARE 15'
SIDE LOT LINE EASEMENTS ARE 10' W
REAR LOT LINE EASEMENTS ARE 10' W
ALL DETENTION EASEMENTS ARE ALSO

STATE OF ILLINOIS
08-35.0-300-003
ZONING: AGRICULTURAL

EDWARD AND LINDA OTT
08-35.0-400-012
ZONING: AGRICULTURAL

JAVONI AND RANDEL KELLER
08-35.0-400-004
ZONING: AGRICULTURAL

ILLINOIS ROUTE 15

L=785.49' R=3731.00'
CH=N67°54'49"W 784.04'

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2.41 Ac.

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2.42 Ac.

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2.40 Ac.

44
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2.41 Ac.

46
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2.41 Ac.

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3.51 Ac.

49
1.92 Ac.

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Memorandum

DATE: SEPTEMBER 10, 2014

TO: Dallas Cook, City Clerk

FROM: Jamie Maitret, Director of Finance

RE: Agenda

Chairman Silsby on behalf of the Finance Committee is prepared to make the following motions at the City Council meeting on September 15, 2014.

- Motion to approve reimbursement of \$7,262.75 to Stonehenge HOA for City's portion of street sealing expenses for two streets in Stonehenge Neighborhood.
- Motion to approve the City paying approximately \$4,500 for Walk of Fame labor expenses, to be paid from TIF #1 by loan from TIF #3.

Jamie Maitret

From: Tim Gregowicz [tgregowicz@belleville.net]
Sent: Wednesday, September 03, 2014 3:14 PM
To: 'Jamie Maitret'
Cc: 'Mayor Mark Eckert'
Subject: FW: Stonehenge - Hampton Ct and Whitehall Ct
Attachments: Street Sealing Submit to City.xlsx; Resolution - 2572.pdf

Hi Jaime,

Attached are the resolution and the bids for Stonehenge.

Stonehenge has selected Bi-State Sealing to do their work.

They are not the low bidder but that is who they want.

I would suggest the city pay the **\$7,262.75** for its portion from the low bidder.

The remainder should come from the homeowners since they are choosing the higher bid.

Thanks,

Tim Gregowicz, P.E.
City Engineer
213 South Illinois
Belleville, IL 62220
(618) 257-7649 -- Office
(618) 781-5469 -- Mobile
(618) 355-4260 -- Fax

RESOLUTION NO. 2572

**A RESOLUTION APPROVING AND DIRECTING THE EXECUTION OF
AN ANNEXATION AGREEMENT WITH THE OWNERS OF THE SIXTY FOUR (64)
PARCELS OF THE STONEHENGE CONDOMINIUM COMPLEX**

WHEREAS, a "PETITION FOR ANNEXATION" was filed with the City Clerk's Office on behalf of the owners of sixty-four (64) parcels of the Stonehenge Condominium Complex as legal owner of record of territory being proposed to be annexed to the City of Belleville; and,

WHEREAS, said owners of the territory as being proposed to be annexed is interested in entering into an "Annexation Agreement" with the City that prescribes certain conditions and stipulations of the annexation; and,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BELLEVILLE, ILLINOIS:

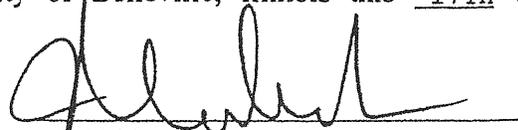
Section 1. That the Mayor of the City of Belleville, Illinois is hereby directed and authorized to execute the "Annexation Agreement" between the City of Belleville and Stonehenge Homeowner's Incorporated, a copy of which is attached to this Resolution and by reference, incorporated herein.

Section 2. The City Clerk shall cause this Resolution to be filed and recorded with St. Clair County Recorder of Deeds as may be required.

PASSED by the City Council of the City of Belleville, Illinois on the 16TH day of JUNE, 2003, on the following roll call vote:

	<u>AYE</u>	<u>NAY</u>		<u>AYE</u>	<u>NAY</u>
Jerry Dinges	<u>X</u>	<u> </u>	Mark Eckert	<u>X</u>	<u> </u>
Wayne Saeger	<u>X</u>	<u> </u>	Randy Hoercher	<u> </u> A B S E N T	<u> </u>
Joe Shively	<u>X</u>	<u> </u>	Robert Blaies	<u>X</u>	<u> </u>
Dorothy Meyer	<u> </u> ABSENT	<u> </u>	Paul Seibert	<u>X</u>	<u> </u>
Jerry Turner	<u>X</u>	<u> </u>	Stacy Fitzpatrick	<u>X</u>	<u> </u>
Ed Hock, Jr.	<u>X</u>	<u> </u>	Jim Green	<u>X</u>	<u> </u>
Ken Easterley	<u>X</u>	<u> </u>	James Musgrove	<u>X</u>	<u> </u>
Stan Syzdek	<u>X</u>	<u> </u>	Catherine Kreher	<u>X</u>	<u> </u>

APPROVED by the Mayor of the City of Belleville, Illinois this 17TH day of
JUNE, 2003.


MAYOR

ATTEST:

CITY CLERK

ANNEXATION AGREEMENT
APRIL 2, 2003

The City of Belleville, Illinois wishes to enter into an Annexation Agreement with the owners of sixty four (64) parcels (See Annexation Petition attached) currently in an unincorporated portion of St. Clair County and a part of the Stonehenge Condominium complex located at the southwest corner of the intersection of 74th Street and Coventry Drive with the following terms and conditions:

- A. The entire sixty four (64) parcels shall be annexed into the City of Belleville within thirty (30) days of approval of this Agreement by the City Council.
- B. The City of Belleville shall annex property to the north of Coventry Drive running both Norfolk South Railroad right-of-way no later than May 1, 2006 for redevelopment purposes.

Above items A and B shall be transferable to any owner(s), heir(s) or successor(s). In the event the property referenced in item B is not annexed and/or redevelopment has not be implemented the property owners may request deannexation from the City of Belleville.

58 yes
w. h. 3 no s

**ANNEXATION PETITION
OF PROPERTY OWNERS
STONEHENGE HOMEOWNER'S ASSOCIATION
FEBRUARY 23, 2003**

We, the undersigned, do hereby acknowledge that we reside in the Stonehenge Condominium complex (See Exhibit A) currently located in unincorporated St. Clair County at the southwest corner of the intersection of 74th Street and Coventry Drive. Further, we are petitioning to be annexed into the City of Belleville, which currently abuts the Stonehenge Condominium Complex.

It is the understanding of the undersigned that upon annexation Hampton Court and Whitehall Court, both currently private streets with an estimated width of 30 ft. (see Exhibit A), will become public streets with maintenance and operation being the responsibility of the City of Belleville. Additionally, it is understood the parking and maneuvering spaces shall remain the responsibility of Stonehenge and not the City of Belleville. Further, with the annexation, the City of Belleville will request that Illinois Power increase the number of streetlights on Hampton and Whitehall Courts. It is understood that both Belleville police and fire protection will go into effect immediately after the Stonehenge Condominium Complex is annexed into the City of Belleville via City Council approval of an annexation ordinance. Finally, it should be noted that the City of Belleville shall attempt to annex, under separate action at an undetermined future date, property to the north of Coventry Drive and running to the Norfolk South Railroad right-of-way to assist in the implementation of a redevelopment project.

Stookey
STREET

Stookey
TOWNSHIP

Signal Hill Fire Protection
FIRE DISTRICT

Owner's Signature

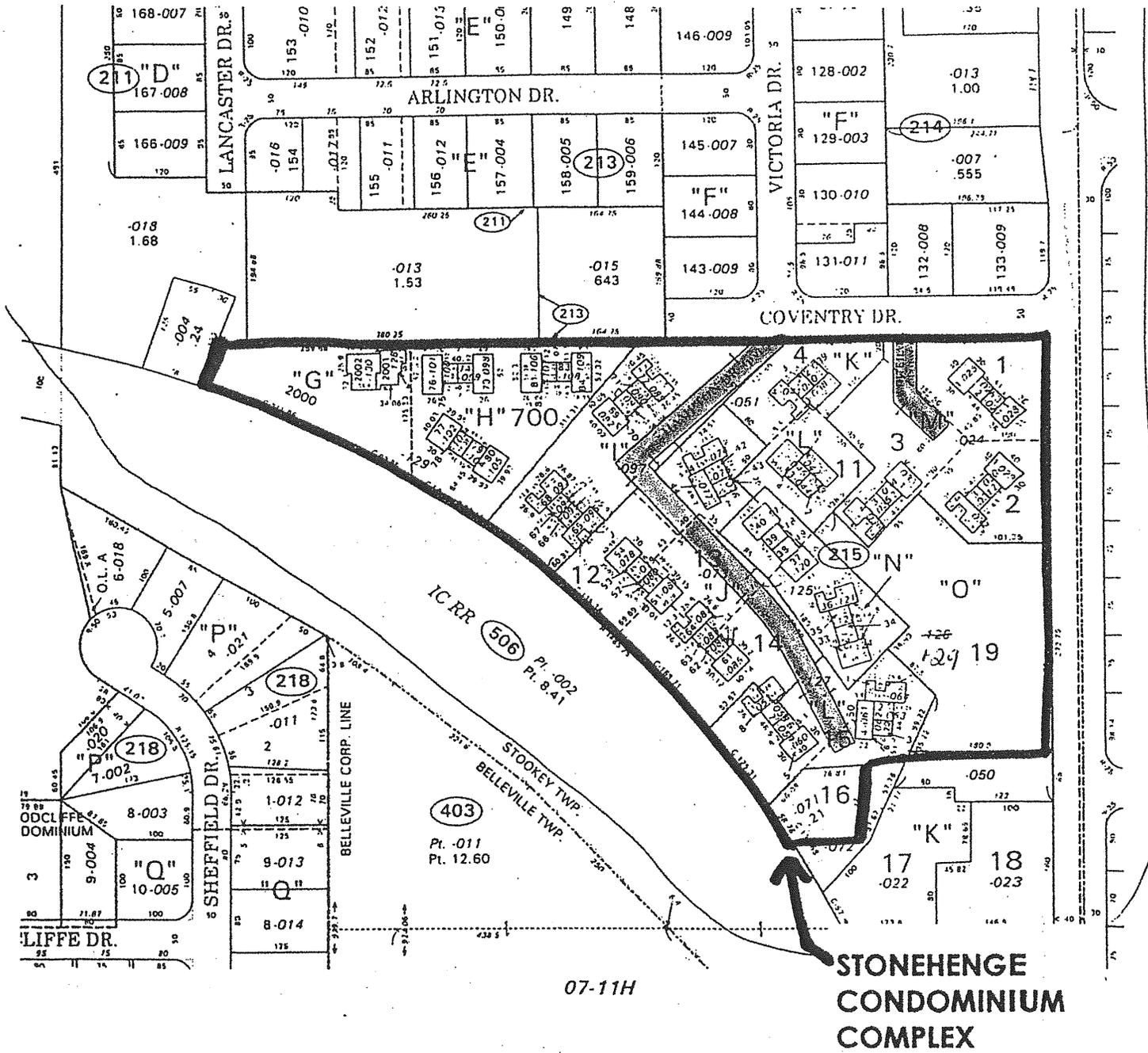
Owner's Name

Property Address

<u>Diane Howard</u>	Diane Howard	101 Whitehall
<u>Zaida Jones</u>	Zaida Jones	102 Whitehall
<u>Rick Stone</u>	Rick/Sue Stone	103 Whitehall
<u>Gert Boudouris/Dixie Zurich</u>	Gert Boudouris/Dixie Zurich	104 Whitehall ✓
<u>Cleda Lombardo</u>	Cleda Lombardo	201 Whitehall
<u>Margaret Frazer</u>	Margaret Frazer	202 Whitehall
<u>Tim Bauer</u>	Tim Bauer	203 Whitehall
<u>Art Kolb</u>	Art Kolb	204 Whitehall
<u>Bob Knaus</u>	Bob Knaus	301 Whitehall ✓
<u>Vera Obernuefermann</u>	Vera Obernuefermann	302 Whitehall
<u>Caroline Johnson</u>	Caroline Johnson	303 Whitehall
<u>Joe Ringhofer</u>	Joe Ringhofer	304 Whitehall
<u>Rosemary Green</u>	Rosemary Green	401 Whitehall
<u>Dwayne/Angela Riley</u>	Dwayne/Angela Riley	402 Whitehall
<u>Regina Vardaman</u>	Regina Vardaman	403 Whitehall
<u>Carol Keefe</u>	Carol Keefe	404 Whitehall
<u>Bob/Peggy Tanking</u>	Bob/Peggy Tanking	501 Whitehall
<u>Ed/May Smith</u>	Ed/May Smith	502 Whitehall ✓
<u>Cindy Panzau</u>	Cindy Panzau	503 Whitehall
<u>Denny/Jeanette Weilmuenster</u>	Denny/Jeanette Weilmuenster	504 Whitehall
		601 Hampton
		602 Hampton
		603 Hampton
		604 Hampton
		701 Hampton

EXHIBIT A

 Extent of City Maintenance Per Annexation Agreement



07-11H

**STONEHENGE
CONDOMINIUM
COMPLEX**

ASBEST SURVEY	STREET TRACT	-----
PERMITS	PARCEL	-----
36	100	-----
CAL. BOUNDARY	141	-----
123	1000	-----
12	1000	-----
"A"	1000	-----

BELLEVILLE &
STOOKEY TWPS.
E¹/₂ NE¹/₄ SEC. 11 T.1N. R.9W.
ST. CLAIR COUNTY, ILLINOIS

PLAT 1111F
5-18-2002

Scale: 1" = 100'



Copyright

CHANGE ORDERS

CHANGE ORDER NO. 10-Final
 PROJECT: City of Belleville
 Water Reclamation Facility
 Long Term Control Plan
 IEPA Project L172560 / 4679/4846

DATE OF ISSUE: 8-26-2014

ENGINEER'S Project No: E04070603D

ENGINEER: THOUVENOT, WADE & MOERCHEN, INC.

OWNER

City of Belleville
 101 South Illinois Street
 Belleville, IL 62220

CONTRACTOR

Korte-Luitjohan Contractors, Inc.
 12052 Highland Road
 Highland, IL 62249

In accordance with the terms of the Contract Documents, this change order is to be implemented and to become a part of the Contract Documents

Description of Change Order:

Installation of Xypex Patch and Plug and Xypex Concentrate to interior joints in existing anaerobic digester to stop leakage from the old digester walls to the newly constructed ATAD building.

Purpose of Change Order:

The existing anaerobic digester was converted to the ATAD process Solids Nitrification-Denitrification Reactor (SNDR). The existing anaerobic digester walls were used as the interior form for the new SNDR walls. Leakage through the existing anaerobic digester walls had to be halted to make sure damage to newly constructed concrete structures and finishes will not occur.

Attachments: (List documents for justification of change)

To prevent damage to concrete structures and finishes

TWM, Inc.

City of Belleville
 Water Reclamation Facility Improvements
 IEPA Project L172560

006363 - 1

Previous Change Orders

Previous Change Order Nos.	Previous Change Order Cost Increase + Decrease -	Previous Change Order Time Change in Days +/-
#1,2,3,4 & 5	\$828,343.06	90
#6	\$102,438.48	0
#7	\$ 39,119.00	0
#8	\$ 206,400.00	210
#9	\$20,523.67	83
Net Cost / Time Change from Previous Change Orders	\$1,196,574.21	383

Original Contract Price	\$40,272,232.00
Net Cost Change by Previous Change Orders	\$1,196,574.21
Adjusted Contract Price by Previous Change Orders	\$41,469,060.54

Original Contract Date	March 8, 2013
Net Time Change by Previous Change Orders	383
Adjusted Contract Date by Previous Change Orders	March 31, 2014

This Change Order

Cost of This Change Order	\$20,480.29
---------------------------	-------------

Change in Days to Contract	214
----------------------------	-----

Adjusted Contract Price by Previous Change Orders	\$41,469,060.54
---	-----------------

Adjusted Contract Date by Previous Change Orders	March 31, 2013
--	----------------

New Contract Price after this Change Order	\$41,489,540.83
---	------------------------

New Contract Date after this Change Order	October 31, 2014
--	-------------------------

Recommendation and Authorization

ENGINEER:

Recommended by: Randall W. Burk
Print Name

Randall W. Burk 8/26/14
Signature Date

CONTRACTOR:

Approved by: John I. Whitworth
Print Name

John I. Whitworth 8/26/14
Signature Date

OWNER:

Approved by: Mayor Mark W. Eckert
Print Name

Signature Date

Bid Opening Document

4940 Old Collinsville Road
 Swansea, Illinois 62226
 Tel. No. 618.624.4488
 Fax No. 618.624.6688
 info@tvm-inc.com

- Swansea, Illinois
- Waterloo, Illinois
- Edwardsville, Illinois
- St. Charles, Missouri
- St. Louis, Missouri

Project: City of Belleville - First Flush Basin Sludge Removal and Disposal
Project Engineer: Todd Peek
Project Number: E04-12-0643
Project Estimate: _____

Page _____

Due Date of Bids: Thursday, August 28, 2014
Time Bids are Due: 1:30PM (Local Time)
Location Bids are Received: City of Belleville
 101 South Illinois Street
 Belleville, Illinois 62220

Fees for Contract Documents	
Picked Up at TWM	\$ 30.00
Mailed to Contractor	\$60.00 (For overmile delivery)
Refund for Contract Documents	Non-Refundable

		Base Bid	Bid Bond	Add No. 1
COMPANY	Synagro Technologies, Inc.	NO bid	—	✓
Address	435 Williams Court, Suite 100			
City, State, Zip	Baltimore, MD 21220			
Phone Number	(443) 489-9112			
Fax Number	(443) 489-9042			
E-Mail	nmuhammad@synagro.com			
COMPANY	Rock River Environmental Services			
Address	5450 Wansford Way, Suite 201			
City, State, Zip	Rockford, Illinois 61109			
Phone Number	(815) 668-7504			
Fax Number	(815) 381-5647			
E-Mail	kneary@rrsvcs.com			
COMPANY	Oros& Busch Application Technologies, Inc.			
Address	PO Box 37			
City, State, Zip	DeFiance, Missouri 63341			
Phone Number	(314) 651-4673			
Fax Number	(6360) 329-8892			
E-Mail	joeb@orosandbusch.com			
COMPANY	Keller Farms, Inc.			
Address	435 South Bluff Road			
City, State, Zip	Collinsville, Illinois 62234			
Phone Number	(618) 344-8623			
Fax Number	(618) 344-8698			
E-Mail	0			
COMPANY	metvo-AG -	\$1282,130.00 272	✓	
Address				
City, State, Zip				
Phone Number				
Fax Number				
E-Mail				
COMPANY				
Address				
City, State, Zip				
Phone Number				
Fax Number				
E-Mail				

CITY OF BELLEVILLE

BID OPENING DATA SHEET

SUBJECT: First Fleck Basin Sludge Removal - Disposal

DATE: Aug 28, 2014 TIME: 1:30 pm

PLACE: Conf Room

WITNESSES:

Dallas B. Cook
CITY CLERK'S OFFICE

Jo Mueller
PURCHASING OFFICE

F. Roger Carlson
DEPARTMENT HEAD'S OFFICE

OTHER _____

VENDORS PRESENT:

Todd Beck
NAME _____

TWM
COMPANY _____

NAME _____

COMPANY _____

BID OPENING NOTES:

<u>Metro Ag Inc</u>	<u>272,130.00</u>	<u>Bid Bond</u>
	<u>10,000.00</u>	<u>Disposal</u> ✓
<u>Synagro</u>	<u>282,130.00</u>	
	<u>no Bid</u>	

BID FORM

PROJECT IDENTIFICATION: City of Belleville - First Flush Basin Sludge Removal and Disposal

CONTRACT IDENTIFICATION AND NUMBER: E04-120643

**THIS BID IS SUBMITTED TO: City of Belleville
101 South Illinois Street
Belleville, Illinois 62220**

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 14 days after the day of Bid opening. BIDDER will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within 14 days after the date of OWNER'S Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:
 - (a) BIDDER has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

Date	Addenda
<u>8/18/2014</u>	<u>Addendum Number 1</u>
_____	_____
_____	_____

- (b) BIDDER has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the work. Furthermore, the bidder hereby agrees to abide by the State of Illinois prevailing wage determinations.
 - (c) BIDDER has studied carefully all reports and drawings of subsurface conditions and drawings of physical conditions which are identified in the Supplementary Conditions as provided in paragraph 4.2 of the General Conditions, and accepts the determination set forth in paragraph SC-4.2 of the Supplementary Conditions of the extent of the technical data contained in such reports and drawings upon which BIDDER is entitled to rely.
 - (d) BIDDER has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies (in addition to or to supplement those referred to in (c) above) which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance or furnishing of the Work as BIDDER considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.2 of the General Conditions; and no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by BIDDER for such purposes.

- (e) BIDDER has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports or similar information or data in respect of said Underground Facilities are or will be required by BIDDER in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.3 of the General Conditions.
- (f) BIDDER has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
- (g) BIDDER has given ENGINEER written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to BIDDER.
- (h) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.
- (i) By submission of the bid, each bidder certifies, and in the case of a joint bid each party thereto certifies as to his own organization, that in conjunction with the bid:
 - (1) The prices in the bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.
 - (2) Unless otherwise required by law, the prices which have been quoted in the bid have not knowingly been disclosed by the bidder, prior to opening, directly or indirectly to any other bidder or to any competitor.
 - (3) No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.
- (j) Each person signing the bid shall certify that:
 - (1) He is the person in the bidder's organization responsible for the decision as to the prices being bid and that he has not participated and will not participate, in any action contrary to subsection (i) above; or
 - (2) He is not the person in the bidder's organization responsible for the decision as to the prices being bid, but that he has been authorized to act as an agent for the persons responsible for such decisions in certifying that such persons have not participated, and will not participate, in any action contrary to subsection (i) above, and as their agent shall so certify. He shall also certify that he has not participated, and will not participate in any action contrary to subsection (i) above.
- (k) (Any other representation required by Laws and Regulations.)

4. BIDDER will complete the Work for the following price(s): see next page

Bid Schedule

1. Sludge Removal Lump Sum*: \$ 272,130.00

2. Sludge Disposal Lump Sum*: \$ 10,000.00

Total Bid Price: \$ 282,130.00

* Volume of in-basin sludge to be removed is approximately 9,400 cu. yds. (based on record drawings of the first flush basin from 1988-1991 and a recent 3D Scan of the basin).

The volume of loose sludge placed into truck for hauling could increase greatly from the in-basin sludge volume depending on sludge density throughout the basin. Therefore, if the Contractor requests a change order for additional sludge removed from the basin, a second 3D Scan will be completed to more accurately determine the volume removed from the basin. The City will then pay for additional sludge removal and disposal at cubic yard unit prices derived by the lump sums above divided by 9,400.

5. BIDDER agrees that the work will be substantially complete on or before **30 days (consecutive) after Notice of Award** and completed and ready for final payment in accordance with paragraph 14.13 of the General Conditions on or before **60 days (consecutive) after Notice of Award**.

BIDDER accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work on time.

6. The following documents are attached to and made a condition of this Bid:

- (a) Required Bid Security in the form of certified check or Bid Bond.
- (b) A tabulation of Subcontractors, Suppliers and other persons and organizations required to be identified in this Bid.
- (c) Required BIDDER'S Qualification Statement with supporting data.

7. Communications concerning this Bid shall be addressed to:
The address of **BIDDER** indicated below. (Contractor to Complete Address)

Metro-Ag, Inc.
550 North Second St.
Suite 202
Breese, IL 62230

8. The terms used in this Bid, which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents, have the meanings assigned to them in the General Conditions.

SUBMITTED on _____, 20 _____.

If BIDDER is:
An Individual

By: _____
(Individual's Name)

doing business as _____
Business address: _____

Phone No.: _____

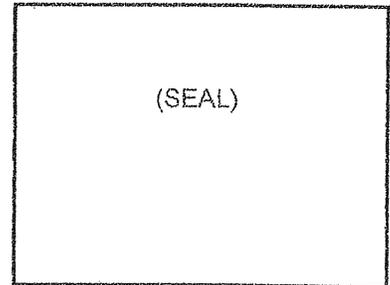
A Partnership

By: _____
(Firm Name)

(General Partner)

Business address: _____

Phone No.: _____



**Deed of Easement
& Right-of-Way for
Sanitary Sewer System**

After recording return to:

Thouvenot, Wade & Moerchen, Inc.
4940 Old Collinsville Road
Belleville, Illinois 62226

Description No.: 08-28.0-209-005

Project: Belleville Phase 3 LTCP

THIS INDENTURE, made this _____ day of _____, 20_____, by and between the Khoury League Park having an address at 411 West Monroe Street, Belleville, Illinois 62220, hereinafter referred to [collectively] as the "**Grantor**", and the City of Belleville organized and existing under the laws of the State of Illinois, having an office for the transaction of business at 101 South Illinois Street, Belleville, Illinois 62220, hereinafter referred to as the "**Grantee**".

WITNESSETH:

The **Grantor**, in consideration of the covenants and agreements hereinafter recited and the sum of One Dollar(s) (\$1.00), the receipt and sufficiency of which are hereby acknowledged, does hereby give, grant, and convey unto the **Grantee**, its successor and assigns, forever, an easement and a free uninterrupted and unobstructed right of way in, under, across, and over the property of the **Grantor** situated in St. Clair County, Illinois; said right of way more particularly described as follows:

An easement being Part of Lot 23 of Bornman, Waugh, and Chick's Addition to the City of Belleville, County of St. Clair, State of Illinois, reference being had to the plat thereof recorded in the St. Clair County Recorder's Office in Book of Plats B, on page 26 and being more particularly described as follows:

Commencing at the intersection of the westerly right of way line of South Fourth Street with the northerly right of way line of West Monroe Street in the City of Belleville, Illinois; thence North 00 degrees 07 minutes 27 seconds East, an assumed bearing on the westerly right of way line of said South Fourth Street, 122.54 feet; thence North 87 degrees 29 minutes 57 seconds West, 223.45 feet; thence North 32 degrees 07 minutes 41 seconds West, 140.99 feet to the southerly line of a tract of land described in the St. Clair County Recorder's Office in Deed Book 2212 on Page 502 and the Point of Beginning.

From said Point of Beginning; thence southwesterly 99.58 feet, on the southerly line of said tract of land described in Deed Book 2212 on Page 502, on a non-tangential curve to the right having a radius of 1,323.30 feet and a chord which bears South 86 degrees 47 minutes 55 seconds West, 99.57 feet; thence North 12 degrees 09 minutes 28 seconds East, 85.99 feet; thence North 02 degrees 44 minutes 34 seconds West, 16.44 feet to the northerly line of said tract of land described in Deed Book 2212 on Page 502; thence northeasterly 30.00 feet, on said northerly line of the tract of land described in Deed Book 2212 on Page 502, on a non-tangential curve to the left having a radius of 1,223.30 feet and a chord which bears North 87 degrees 21 minutes 10 seconds East, 30.00 feet; thence South 02 degrees 44 minutes 34 seconds East, 14.42 feet; thence South 32 degrees 07 minutes 41 seconds East, 96.72 feet to the Point of Beginning.

Said parcel contains 0.14 acres, more or less.

Subject to easements, conditions and restrictions of record.

As shown on Exhibit C-2, attached hereto and made a part hereof for the purpose of installing, laying, operating, maintaining, inspecting, removing, repairing, replacing, relaying, and adding to, from time to time, sanitary sewer pipe or pipes, with necessary manholes, fittings, appurtenances, and attached facilities, including laterals and connections for the collection of wastewater.

Together with the right to the **Grantee**, its successors and assigns, to (i) enter in and upon the premises described above with men and machinery, vehicles and material at any and all times for the purpose of maintaining, repairing, renewing, or adding to the aforesaid sanitary sewer pipe lines and appurtenances; (ii) to use such additional space adjacent to the premises described above as may be required for working room during the time of construction, repairing, renewing, or maintenance of the sanitary sewer system pipelines and appurtenances (iii) remove trees, bushes, undergrowth, and other obstructions interfering with the activities authorized herein; and (iiii) for doing anything necessary, useful, or convenient for the enjoyment of the easement herein granted.

The right of the **Grantor** to freely use and enjoy its interest in the premises is reserved to **Grantor**, its successors and assigns insofar as the exercise thereof does not endanger or interfere with the construction, operation, and maintenance of **Grantee's** waste water sewer mains and attached facilities, except that no building, structure, or similar improvements shall be erected within said easement, nor shall the grade or ground cover over **Grantee's** facilities be substantially altered, without the consent of the **Grantee**. [Notwithstanding the foregoing, the **Grantor** agrees that no other pipes or conduits shall be placed within ten (10) feet, measured horizontally, from the said waste water sewer mains except pipes crossing same at right angle, in which latter case, a minimum distance of two (2) feet shall be maintained between the pipes.] No excavation or blasting shall be carried on which in any way endangers or might endanger the waste water mains and attached facilities.

The **Grantee** agrees, by acceptance of this **Deed of Easement and Right of Way** that, upon any opening made in connection with any of the purposes of this easement and right of way, said opening shall be backfilled and resurfaced to as nearly as possible the same condition as existed when said opening was made, provided that **Grantee** shall not be obligated to restore landscaping, other than grass which was destroyed upon entry, all such work to be done at the expense of the **Grantee**.

TO HAVE AND TO HOLD the above granted easement and right of way unto the **Grantee**, its successors and assigns, forever.

And the **Grantor** does further covenant with the **Grantee** as follows:

1. That the **Grantor** is the owner in fee simple of the real estate hereby subjected to said easement and right of way and has good title to convey the same.
2. That the **Grantee** shall quietly enjoy the said easement and right of way.

IN WITNESS WHEREOF, the Grantor has duly executed this *INDENTURE*, all as of the day and year first above written.

GRANTEE:

GRANTOR:

City of Belleville

Khoury League Park

Signature: _____

Signature: _____

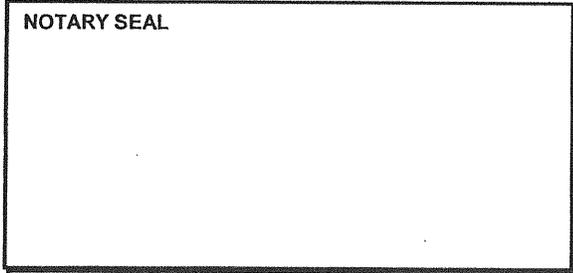
Title: Mayor

Title: _____

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

I, _____, a Notary Public for the State and County aforesaid, do hereby certify that _____, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the same instrument as the free and voluntary act for the uses and purposes therein set forth.

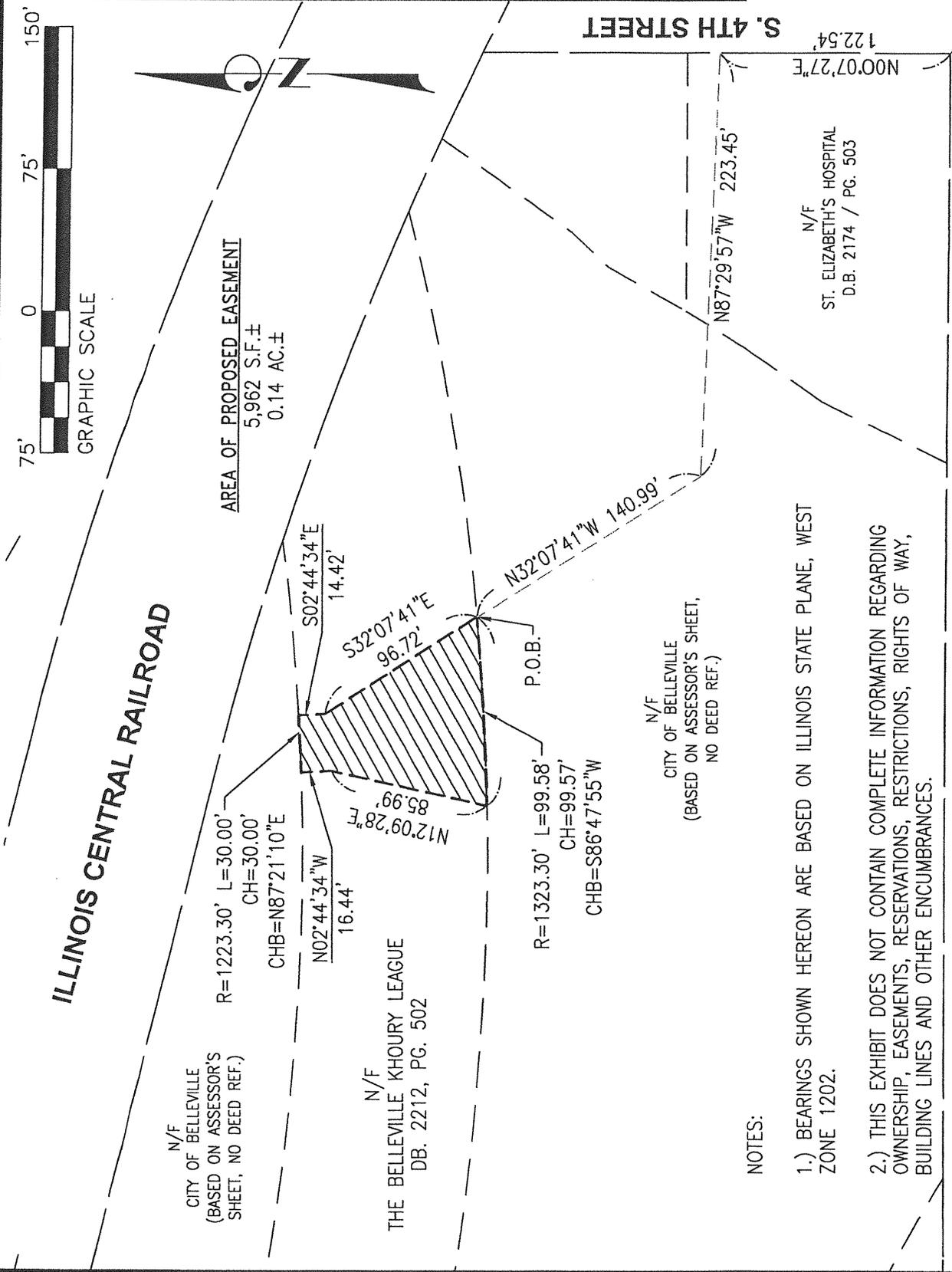
Given under my hand and notarial seal this _____ day of _____, 20_____.



Notary Public

My Commission Expires: _____

<p>THOUVENOT, WADE & MOERCHEN, INC. ENGINEERS ♦ SURVEYORS ♦ PLANNERS</p>  <p> <input checked="" type="checkbox"/> CORPORATE OFFICE 1040 OLD COLLINSVILLE RD. SWANSEA, ILLINOIS 62226 TEL (618) 624-6222 FAX (618) 624-6688 corp@twm-inc.com </p> <p> <input type="checkbox"/> WATERLOO OFFICE 113 SOUTH MAIN STREET WATERLOO, ILLINOIS 62298 TEL (618) 939-5050 FAX (618) 939-3938 waterloo@twm-inc.com </p> <p> <input type="checkbox"/> EDWARDSVILLE OFFICE 600 COUNTRY CLUB VIEW, SUITE 1 EDWARDSVILLE, ILLINOIS 62025 TEL (618) 656-4040 FAX (618) 656-4343 edwardsville@twm-inc.com </p> <p> <input type="checkbox"/> ST. LOUIS OFFICE 720 OLIVE ST., SUITE 200 A ST. LOUIS, MISSOURI 63101 TEL (314) 241-6500 stlouis@twm-inc.com </p>	<p>EASEMENT EXHIBIT</p> <p>PT. LOT 23 BORNMAN, WAUGH, AND CHICK'S ADD. TO BELLEVILLE ST. CLAIR COUNTY, IL</p>
	<p>EXHIBIT NUMBER</p> <p>C-2</p>



NOTES:

- 1.) BEARINGS SHOWN HEREON ARE BASED ON ILLINOIS STATE PLANE, WEST ZONE 1202.
- 2.) THIS EXHIBIT DOES NOT CONTAIN COMPLETE INFORMATION REGARDING OWNERSHIP, EASEMENTS, RESERVATIONS, RESTRICTIONS, RIGHTS OF WAY, BUILDING LINES AND OTHER ENCUMBRANCES.

P.O.C.

**Deed of Easement
& Right-of-Way for
Sanitary Sewer System**

After recording return to:

Thouvenot, Wade & Moerchen, Inc.
4940 Old Collinsville Road
Belleville, Illinois 62226

Description No.: 08-28.0-209-006

Project: Belleville Phase 3 LTCP

THIS INDENTURE, made this _____ day of _____, 20_____, by and between the City of Belleville having an address at 101 South Illinois Street, Belleville, Illinois 62220, hereinafter referred to [collectively] as the "**Grantor**", and the City of Belleville organized and existing under the laws of the State of Illinois, having an office for the transaction of business at 101 South Illinois Street, Belleville, Illinois 62220, hereinafter referred to as the "**Grantee**".

WITNESSETH:

The **Grantor**, in consideration of the covenants and agreements hereinafter recited and the sum of One Dollar(s) (\$1.00), the receipt and sufficiency of which are hereby acknowledged, does hereby give, grant, and convey unto the **Grantee**, its successor and assigns, forever, an easement and a free uninterrupted and unobstructed right of way in, under, across, and over the property of the **Grantor** situated in St. Clair County, Illinois; said right of way more particularly described as follows:

An easement being Part of Lot 23 of Bornman, Waugh, and Chick's Addition to the City of Belleville, County of St. Clair, State of Illinois, reference being had to the plat thereof recorded in the St. Clair County Recorder's Office in Book of Plats B, on page 26 and being more particularly described as follows:

Commencing at the intersection of the westerly right of way line of South Fourth Street with the northerly right of way line of West Monroe Street in the City of Belleville, Illinois; thence North 00 degrees 07 minutes 27 seconds East, an assumed bearing on the westerly right of way line of said South Fourth Street, 92.52 feet; thence North 87 degrees 29 minutes 57 seconds West, 161.69 feet to the westerly line of a tract of land described in the St. Clair County Recorder's Office in Deed Book 2174, Page 503 and the Point of Beginning.

From said Point of Beginning; thence continuing North 87 degrees 29 minutes 57 seconds West, 78.75 feet; thence North 32 degrees 07 minutes 41 seconds West, 172.35 feet to the southerly line of a tract of land described in the St. Clair County Recorder's Office in Deed Book 2212 on Page 502; thence northeasterly 33.82 feet, on the southerly line of said tract of land described in Deed Book 2212 on Page 502, on a non-tangential curve to the left having a radius of 1,323.30 feet and a chord which bears North 85 degrees 22 minutes 22 seconds East, 33.82 feet; thence South 32 degrees 07 minutes 41 seconds East, 140.99 feet; thence South 87 degrees 29 minutes 57 seconds East, 80.17 feet to said westerly line of a tract of land described in Deed Book 2174, Page 503; thence on said westerly line of a tract of land described in Deed Book 2174, Page 503 the following two (2) courses and distances; 1.) South 31 degrees 22 minutes 34 seconds West, 23.91 feet; 2.) South 34 degrees 18 minutes 39 seconds West 10.67 feet to the Point of Beginning.

And also:

Part of Lot 23 of Bornman, Waugh, and Chick's Addition to the City of Belleville, County of St. Clair, State of Illinois, reference being had to the plat thereof recorded in the St. Clair County Recorder's Office in Book of Plats B, on page 26 and being more particularly described as follows:

Commencing at the intersection of the westerly right of way line of South Fourth Street with the northerly right of way line of West Monroe Street in the City of Belleville, Illinois; thence North 00 degrees 07 minutes 27 seconds East, an assumed bearing on the westerly right of way line of said South Fourth Street, 92.52 feet; thence North 87 degrees 29 minutes 57 seconds West, 161.69 feet to the westerly line of a tract of land described in the St. Clair County Recorder's Office in Deed Book 2174, Page 503; thence continuing North 87 degrees 29 minutes 57 seconds West, 78.75 feet; thence North 32 degrees 07 minutes 41 seconds West, 172.35 feet to the southerly line of a tract of land described in the St. Clair County Recorder's Office in Deed Book 2212 on Page 502; thence southwesterly 34.87 feet, on the southerly line of said tract of land described in Deed Book 2212 on Page 502, on a non-tangential curve to the right having a radius of 1,323.30 feet and a chord which bears South 86 degrees 51 minutes 36 seconds West, 34.87 feet to the Point of Beginning.

From said Point of Beginning; thence South 12 degrees 09 minutes 28 seconds West, 50.51 feet; thence North 77 degrees 50 minutes 32 seconds West, 30.00 feet; thence North 12 degrees 09 minutes 28 seconds East, 43.10 feet to said southerly line of the tract of land described in Deed Book 2212 on Page 502; thence northeasterly 30.90 feet, on said southerly line of the tract of land described in Deed Book 2212 on Page 502, on a non-tangential curve to the left having a radius of 1,323.30 feet and a chord which bears North 88 degrees 17 minutes 02 seconds East, 30.90 feet to the Point of Beginning.

Subject to easements, conditions and restrictions of record.

As shown on Exhibit C-3, attached hereto and made a part hereof for the purpose of installing, laying, operating, maintaining, inspecting, removing, repairing, replacing, relaying, and adding to, from time to time, sanitary sewer pipe or pipes, with necessary manholes, fittings, appurtenances, and attached facilities, including laterals and connections for the collection of wastewater.

Together with the right to the **Grantee**, its successors and assigns, to (i) enter in and upon the premises described above with men and machinery, vehicles and material at any and all times for the purpose of maintaining, repairing, renewing, or adding to the aforesaid sanitary sewer pipe lines and appurtenances; (ii) to use such additional space adjacent to the premises described above as may be required for working room during the time of construction, repairing, renewing, or maintenance of the sanitary sewer system pipelines and appurtenances (iii) remove trees, bushes, undergrowth, and other obstructions interfering with the activities authorized herein; and (iiii) for doing anything necessary, useful, or convenient for the enjoyment of the easement herein granted.

The right of the **Grantor** to freely use and enjoy its interest in the premises is reserved to **Grantor**, its successors and assigns insofar as the exercise thereof does not endanger or interfere with the construction, operation, and maintenance of **Grantee's** waste water sewer mains and attached facilities, except that no building, structure, or similar improvements shall be erected within said easement, nor shall the grade or ground cover over **Grantee's** facilities be substantially altered, without the consent of the **Grantee**. [Notwithstanding the foregoing, the **Grantor** agrees that no other pipes or conduits shall be placed within ten (10) feet, measured horizontally, from the said waste water sewer mains except pipes crossing same at right angle, in which latter case, a minimum distance of two (2) feet shall be maintained between the pipes.] No excavation or blasting shall be carried on which in any way endangers or might endanger the waste water mains and attached facilities.

The **Grantee** agrees, by acceptance of this **Deed of Easement and Right of Way** that, upon any opening made in connection with any of the purposes of this easement and right of way, said opening shall be backfilled and resurfaced to as nearly as possible the same condition as existed when said opening was made, provided that **Grantee** shall not be obligated to restore landscaping, other than grass which was destroyed upon entry, all such work to be done at the expense of the **Grantee**.

TO HAVE AND TO HOLD the above granted easement and right of way unto the **Grantee**, its successors and assigns, forever.

And the **Grantor** does further covenant with the **Grantee** as follows:

1. That the **Grantor** is the owner in fee simple of the real estate hereby subjected to said easement and right of way and has good title to convey the same.
2. That the **Grantee** shall quietly enjoy the said easement and right of way.

IN WITNESS WHEREOF, the **Grantor** has duly executed this **INDENTURE**, all as of the day and year first above written.

GRANTEE:

City of Belleville

Signature: _____

Title: Mayor

GRANTOR:

City of Belleville

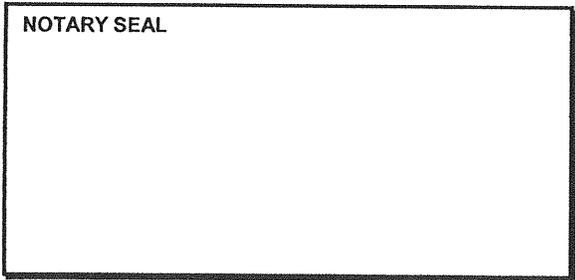
Signature: _____

Title: Mayor

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

I, _____, a Notary Public for the State and County aforesaid, do hereby certify that _____, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the same instrument as the free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, 20_____.



Notary Public

My Commission Expires: _____

**THOUVENOT,
WADE &
MOERCHEN, INC.**
ENGINEERS ♦ SURVEYORS ♦ PLANNERS



CORPORATE OFFICE
4940 OLD COLLINSVILLE RD.
SWANSEA, ILLINOIS 62226
TEL (618) 624-4488
FAX (618) 624-6888
corp@twm-inc.com

WATERLOO OFFICE
113 SOUTH MAIN STREET
WATERLOO, ILLINOIS 62298
TEL (618) 939-5050
FAX (618) 939-5938
waterloo@twm-inc.com

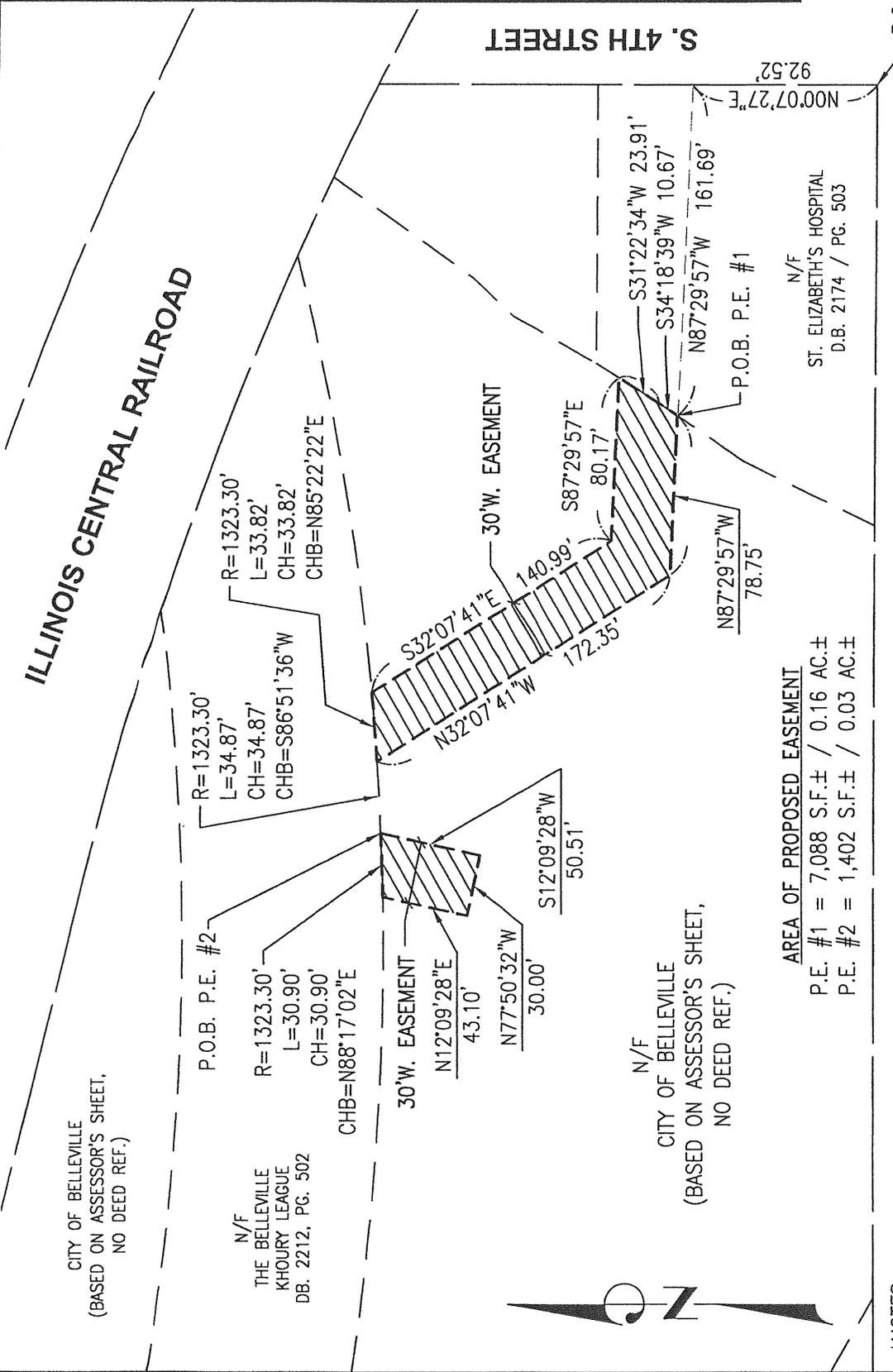
EDWARDSVILLE OFFICE
600 COUNTRY CLUB VIEW, SUITE 1
EDWARDSVILLE, ILLINOIS 62025
TEL (618) 656-4040
FAX (618) 656-4343
edwardsville@twm-inc.com

ST. LOUIS OFFICE
720 OLIVE ST. SUITE 200 A
ST. LOUIS, MISSOURI 63101
TEL (314) 241-6300
stlouis@twm-inc.com

**EASEMENT
EXHIBIT**

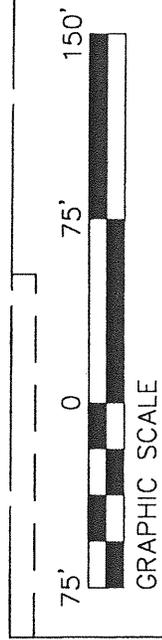
**PT. LOT 23 BORNMAN,
WAUGH, AND CHICK'S
ADD. TO BELLEVILLE
ST. CLAIR COUNTY, IL**

EXHIBIT NUMBER
C-3



WEST MONROE STREET

P.O.C.



- NOTES:
- 1.) BEARINGS SHOWN HEREON ARE BASED ON ILLINOIS STATE PLANE, WEST ZONE 1202.
 - 2.) THIS EXHIBIT DOES NOT CONTAIN COMPLETE INFORMATION REGARDING OWNERSHIP, EASEMENTS, RESERVATIONS, RESTRICTIONS, RIGHTS OF WAY, BUILDING LINES AND OTHER ENCUMBRANCES.

AREA OF PROPOSED EASEMENT
P.E. #1 = 7,088 S.F. ± / 0.16 AC. ±
P.E. #2 = 1,402 S.F. ± / 0.03 AC. ±

N/F
ST. ELIZABETH'S HOSPITAL
D.B. 2174 / PG. 503

N/F
CITY OF BELLEVILLE
(BASED ON ASSESSOR'S SHEET,
NO DEED REF.)

CITY OF BELLEVILLE
(BASED ON ASSESSOR'S SHEET,
NO DEED REF.)

N/F
THE BELLEVILLE
KHOURY LEAGUE
DB. 2212, PG. 502

**Deed of Easement
& Right-of-Way for
Sanitary Sewer System**

After recording return to:

Thouvenot, Wade & Moerchen, Inc.
4940 Old Collinsville Road
Belleville, Illinois 62226

Description No.: 08-28.0-235-027,
08-28.0-235-028, 08-28.0-235-029

Project: Belleville Phase 3 LTCP

THIS INDENTURE, made this _____ day of _____, 20_____, by and between the City of Belleville having an address at 101 South Illinois Street, Belleville, Illinois 62220, hereinafter referred to [collectively] as the "**Grantor**", and the City of Belleville organized and existing under the laws of the State of Illinois, having an office for the transaction of business at 101 South Illinois Street, Belleville, Illinois 62220, hereinafter referred as the "**Grantee**".

WITNESSETH:

The **Grantor**, in consideration of the covenants and agreements hereinafter recited and the sum of One Dollar(s) (\$1.00), the receipt and sufficiency of which are hereby acknowledged, does hereby give, grant, and convey unto the **Grantee**, its successor and assigns, forever, an easement and a free uninterrupted and unobstructed right of way in, under, across, and over the property of the **Grantor** situated in St. Clair County, Illinois; said right of way more particularly described as follows:

An easement being Part Lot 61B of the Northeast Quarter of Section 28, Township 1 North, Range 8 West of the Third Principal Meridian, St. Clair County, Illinois, reference being had to the plat thereof recorded in the St. Clair County Recorder's Office in Book of Plat A, on Page 199, and being more particularly described as follows:

Beginning at the intersection of the westerly right of way line of South Third Street, formerly Race Street with the northerly right of way line of Cleveland Avenue, formerly Ninth Street in the City of Belleville; thence North 89 degrees 18 minutes 32 seconds West, an assumed bearing on said northerly right of way line of Cleveland Avenue, 30.00 feet to a point which lies 30.00 feet westerly of when measured at right angles to the westerly right of way line of South Third Street; thence North 00 degrees 00 minutes 15 minutes West, parallel with the westerly right of way line of South Third Street, 95.00 feet to the southerly line of Lot 68 of "Pensoneau's Addition to Belleville", reference being had to the plat thereof recorded in the St. Clair County Recorder's Office in Book of Deeds Z on Page 514; thence South 62 degrees 09 minutes 30 seconds East, on the southerly line of said Lot 68, a distance of 33.93 feet to said westerly right of way line of South Third Street; thence South 00 degrees 00 minutes 15 seconds East, on said westerly right of way line of South Third Street, 79.52 feet to the Point of Beginning.

Said parcel contains 0.06 acres, more or less.

Subject to easements, conditions and restrictions of record.

As shown on Exhibit G-1, attached hereto and made a part hereof for the purpose of installing, laying, operating, maintaining, inspecting, removing, repairing, replacing, relaying, and adding to, from time to time, sanitary sewer pipe or pipes, with necessary manholes, fittings, appurtenances, and attached facilities, including laterals and

connections for the collection of wastewater.

Together with the right to the **Grantee**, its successors and assigns, to (i) enter in and upon the premises described above with men and machinery, vehicles and material at any and all times for the purpose of maintaining, repairing, renewing, or adding to the aforesaid sanitary sewer pipe lines and appurtenances; (ii) to use such additional space adjacent to the premises described above as may be required for working room during the time of construction, repairing, renewing, or maintenance of the sanitary sewer system pipelines and appurtenances (iii) remove trees, bushes, undergrowth, and other obstructions interfering with the activities authorized herein; and (iii) for doing anything necessary, useful, or convenient for the enjoyment of the easement herein granted.

The right of the **Grantor** to freely use and enjoy its interest in the premises is reserved to **Grantor**, its successors and assigns insofar as the exercise thereof does not endanger or interfere with the construction, operation, and maintenance of **Grantee's** waste water sewer mains and attached facilities, except that no building, structure, or similar improvements shall be erected within said easement, nor shall the grade or ground cover over **Grantee's** facilities be substantially altered, without the consent of the **Grantee**. [Notwithstanding the foregoing, the **Grantor** agrees that no other pipes or conduits shall be placed within ten (10) feet, measured horizontally, from the said waste water sewer mains except pipes crossing same at right angle, in which latter case, a minimum distance of two (2) feet shall be maintained between the pipes.] No excavation or blasting shall be carried on which in any way endangers or might endanger the waste water mains and attached facilities.

The **Grantee** agrees, by acceptance of this **Deed of Easement and Right of Way** that, upon any opening made in connection with any of the purposes of this easement and right of way, said opening shall be backfilled and resurfaced to as nearly as possible the same condition as existed when said opening was made, provided that **Grantee** shall not be obligated to restore landscaping, other than grass which was destroyed upon entry, all such work to be done at the expense of the **Grantee**.

TO HAVE AND TO HOLD the above granted easement and right of way unto the **Grantee**, its successors and assigns, forever.

And the **Grantor** does further covenant with the **Grantee** as follows:

1. That the **Grantor** is the owner in fee simple of the real estate hereby subjected to said easement and right of way and has good title to convey the same.
2. That the **Grantee** shall quietly enjoy the said easement and right of way.

IN WITNESS WHEREOF, the Grantor has duly executed this *INDENTURE*, all as of the day and year first above written.

GRANTEE:

GRANTOR:

City of Belleville

City of Belleville

Signature: _____

Signature: _____

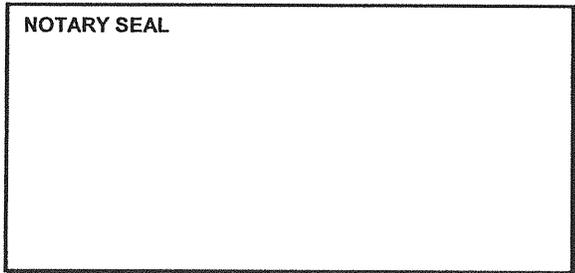
Title: Mayor

Title: Mayor

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

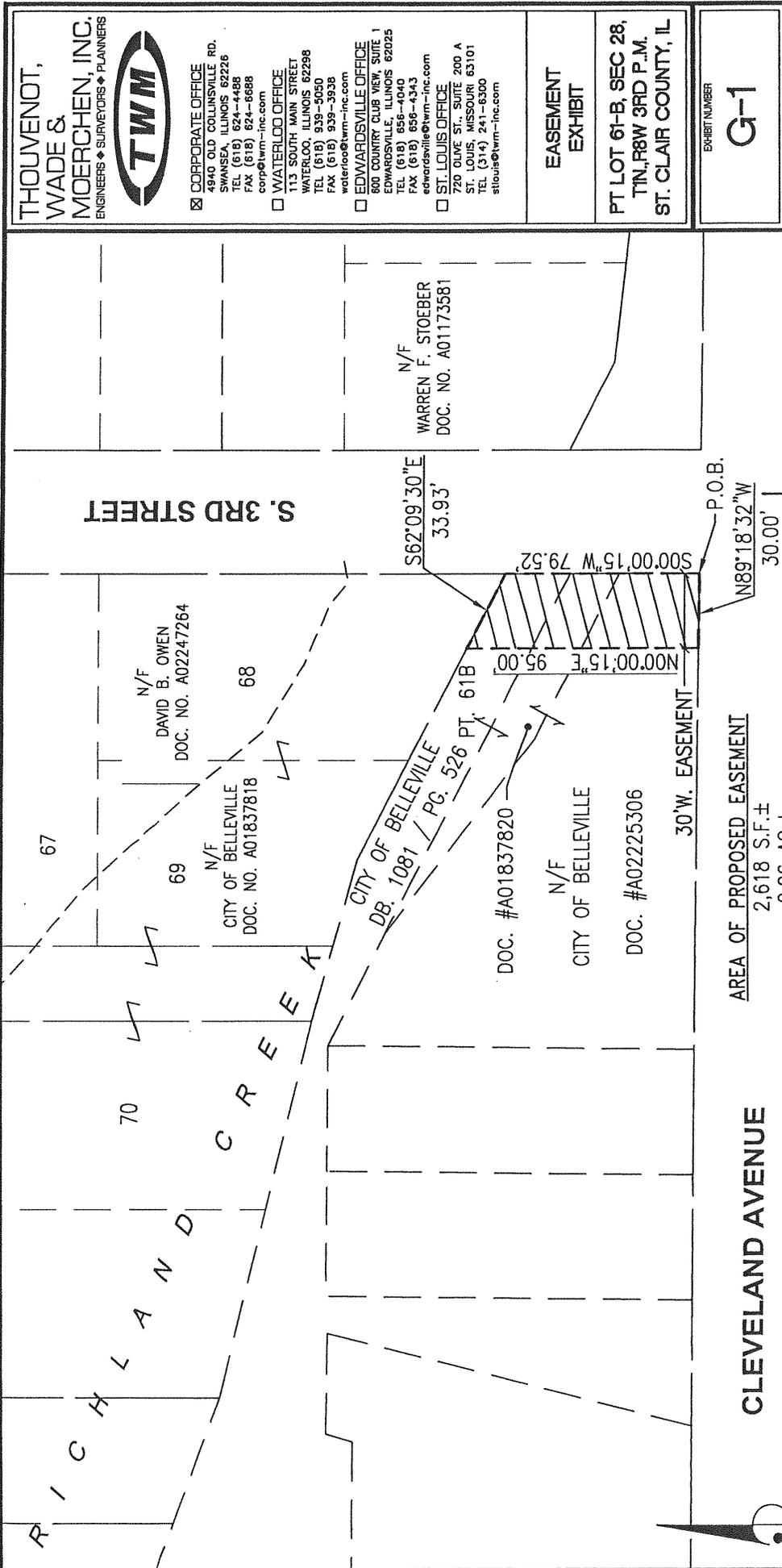
I, _____, a Notary Public for the State and County aforesaid, do hereby certify that _____, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the same instrument as the free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, 20_____.



Notary Public

My Commission Expires: _____



NOTES:

- 1.) BEARINGS SHOWN HEREON ARE BASED ON ILLINOIS STATE PLANE, WEST ZONE 1202.
- 2.) THIS EXHIBIT DOES NOT CONTAIN COMPLETE INFORMATION REGARDING OWNERSHIP, EASEMENTS, RESERVATIONS, RESTRICTIONS, RIGHTS OF WAY, BUILDING LINES AND OTHER ENCUMBRANCES.

**THOUVENOT,
WADE &
MOERCHEN, INC.**
ENGINEERS ♦ SURVEYORS ♦ PLANNERS



☑ **CORPORATE OFFICE**
4940 OLD COLLINSVILLE RD.
SWANSEA, ILLINOIS 62226
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FAX (618) 624-6688
corp@twm-inc.com

☐ **WATERLOO OFFICE**
113 SOUTH MAIN STREET
WATERLOO, ILLINOIS 62298
TEL (618) 939-5050
FAX (618) 939-3938
waterloo@twm-inc.com

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EDWARDSVILLE, ILLINOIS 62025
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FAX (618) 656-4343
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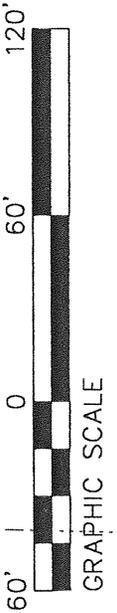
☐ **ST. LOUIS OFFICE**
720 OLIVE ST., SUITE 200 A
ST. LOUIS, MISSOURI 63101
TEL (314) 241-6300
stlouis@twm-inc.com

**EASEMENT
EXHIBIT**

**PT LOT 61-B, SEC 28,
T1N, R8W 3RD P.M.
ST. CLAIR COUNTY, IL**

EXHIBIT NUMBER

G-1



**Deed of Easement
& Right-of-Way for
Sanitary Sewer System**

After recording return to:

Thouvenot, Wade & Moerchen, Inc.
4940 Old Collinsville Road
Belleville, Illinois 62226

Description No.: 08-28.0-209-004

Project: Belleville Phase 3 LTCP

THIS INDENTURE, made this _____ day of _____, 20_____, by and between the City of Belleville having an address at 101 South Illinois Street, Belleville, Illinois 62220, hereinafter referred to [collectively] as the "**Grantor**", and the City of Belleville organized and existing under the laws of the State of Illinois, having an office for the transaction of business at 101 South Illinois Street, Belleville, Illinois 62220, hereinafter referred as the "**Grantee**".

WITNESSETH:

The **Grantor**, in consideration of the covenants and agreements hereinafter recited and the sum of One Dollar(s) (\$1.00), the receipt and sufficiency of which are hereby acknowledged, does hereby give, grant, and convey unto the **Grantee**, its successor and assigns, forever, an easement and a free uninterrupted and unobstructed right of way in, under, across, and over the property of the **Grantor** situated in St. Clair County, Illinois; said right of way more particularly described as follows:

An easement being Part of Lot 23 of Bornman, Waugh, and Chick's Addition to the City of Belleville, reference being had to the plat thereof recorded in the St. Clair County Recorder's Office in Book of Plats B, on page 26 and being more particularly described as follows:

Commencing at the intersection of the westerly right of way line of South Fourth Street with the northerly right of way line of West Monroe Street in the City of Belleville, Illinois; thence North 00 degrees 07 minutes 27 seconds East, an assumed bearing on the westerly right of way line of said South Fourth Street, 122.54 feet; thence North 87 degrees 29 minutes 57 seconds West, 223.45 feet; thence North 32 degrees 07 minutes 41 seconds West, 237.71 feet; thence North 02 degrees 44 minutes 34 seconds West, 14.42 feet to the northerly line of a tract of land described in the St. Clair County Recorder's Office in Deed Book 2212 on Page 502 and the Point of Beginning.

From said Point of Beginning; thence southwesterly 30.00 feet on a non-tangential curve to the right on said northerly line of the tract of land described in Deed Book 2212 on Page 502, having a radius of 1,223.30 feet and a chord which bears South 87 degrees 21 degrees 10 seconds West, 30.00 feet; thence North 02 degrees 44 minutes 34 seconds West, 46.67 feet to the southerly right of way line of the Illinois Central Railroad; thence southeasterly 31.45 feet on a non-tangential curve to the right on the southerly right of way line of said Illinois Central Railroad, having a radius of 1,855.00 feet and a chord which bears South 75 degrees 18 minutes 06 seconds East, 31.45 feet; thence South 02 degrees 44 minutes 34 seconds East, 37.30 feet to the Point of Beginning.

Said parcel contains 0.03 acres, more or less.

Subject to easements, conditions and restrictions of record.

As shown on Exhibit C-1, attached hereto and made a part hereof for the purpose of installing, laying, operating, maintaining, inspecting, removing, repairing, replacing, relaying, and adding to, from time to time, sanitary sewer pipe or pipes, with necessary manholes, fittings, appurtenances, and attached facilities, including laterals and connections for the collection of wastewater.

Together with the right to the **Grantee**, its successors and assigns, to (i) enter in and upon the premises described above with men and machinery, vehicles and material at any and all times for the purpose of maintaining, repairing, renewing, or adding to the aforesaid sanitary sewer pipe lines and appurtenances; (ii) to use such additional space adjacent to the premises described above as may be required for working room during the time of construction, repairing, renewing, or maintenance of the sanitary sewer system pipelines and appurtenances (iii) remove trees, bushes, undergrowth, and other obstructions interfering with the activities authorized herein; and (iiii) for doing anything necessary, useful, or convenient for the enjoyment of the easement herein granted.

The right of the **Grantor** to freely use and enjoy its interest in the premises is reserved to **Grantor**, its successors and assigns insofar as the exercise thereof does not endanger or interfere with the construction, operation, and maintenance of **Grantee's** waste water sewer mains and attached facilities, except that no building, structure, or similar improvements shall be erected within said easement, nor shall the grade or ground cover over **Grantee's** facilities be substantially altered, without the consent of the **Grantee**. [Notwithstanding the foregoing, the **Grantor** agrees that no other pipes or conduits shall be placed within ten (10) feet, measured horizontally, from the said waste water sewer mains except pipes crossing same at right angle, in which latter case, a minimum distance of two (2) feet shall be maintained between the pipes.] No excavation or blasting shall be carried on which in any way endangers or might endanger the waste water mains and attached facilities.

The **Grantee** agrees, by acceptance of this **Deed of Easement and Right of Way** that, upon any opening made in connection with any of the purposes of this easement and right of way, said opening shall be backfilled and resurfaced to as nearly as possible the same condition as existed when said opening was made, provided that **Grantee** shall not be obligated to restore landscaping, other than grass which was destroyed upon entry, all such work to be done at the expense of the **Grantee**.

TO HAVE AND TO HOLD the above granted easement and right of way unto the **Grantee**, its successors and assigns, forever.

And the **Grantor** does further covenant with the **Grantee** as follows:

1. That the **Grantor** is the owner in fee simple of the real estate hereby subjected to said easement and right of way and has good title to convey the same.
2. That the **Grantee** shall quietly enjoy the said easement and right of way.

IN WITNESS WHEREOF, the Grantor has duly executed this **INDENTURE**, all as of the day and year first above written.

GRANTEE:

GRANTOR:

City of Belleville

City of Belleville

Signature: _____

Signature: _____

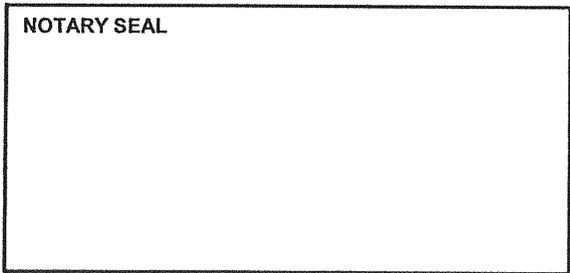
Title: Mayor

Title: Mayor

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

I, _____, a Notary Public for the State and County aforesaid, do hereby certify that _____, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the same instrument as the free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, 20_____.



Notary Public

My Commission Expires: _____

**THOUVENOT,
WADE &
MOERCHEN, INC.**
ENGINEERS ♦ SURVEYORS ♦ PLANNERS



- CORPORATE OFFICE**
4940 OLD COLLINSVILLE RD.
SWANSEA, ILLINOIS 62226
TEL (618) 524-4488
FAX (618) 524-6688
corp@twm-inc.com
- WATERLOO OFFICE**
113 SOUTH MAIN STREET
WATERLOO, ILLINOIS 62298
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- EDWARDSVILLE OFFICE**
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**EASEMENT
EXHIBIT**

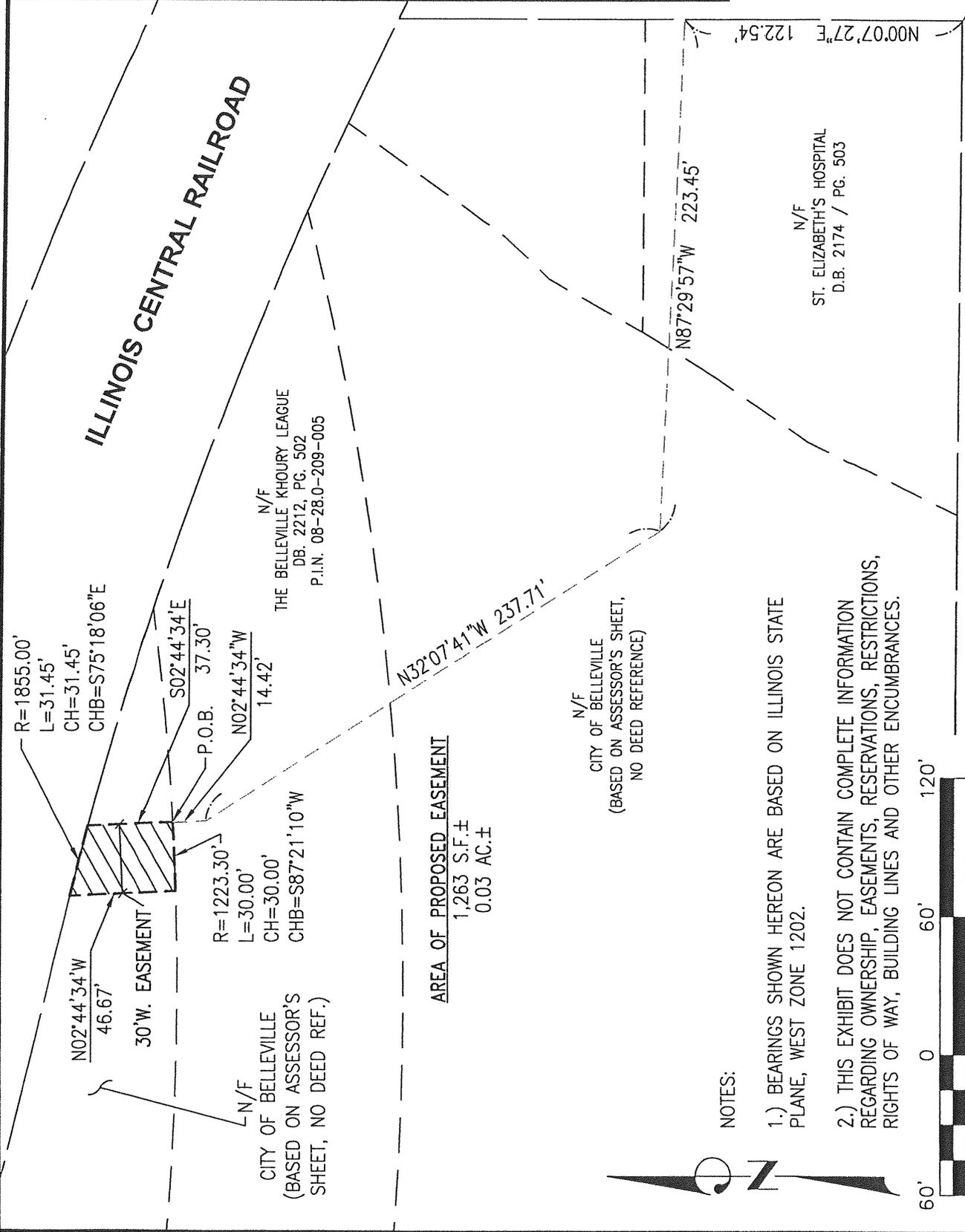
**PT. LOT 23 BORNMAN,
WAUGH, AND CHICK'S
ADD. TO BELLEVILLE
ST. CLAIR COUNTY, IL**

EXHIBIT NUMBER

C-1

S. 4TH STREET

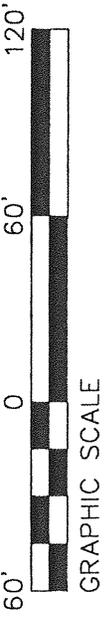
P.O.C.



AREA OF PROPOSED EASEMENT
1,263 S.F.±
0.03 AC.±

NOTES:

- 1.) BEARINGS SHOWN HEREON ARE BASED ON ILLINOIS STATE PLANE, WEST ZONE 1202.
- 2.) THIS EXHIBIT DOES NOT CONTAIN COMPLETE INFORMATION REGARDING OWNERSHIP, EASEMENTS, RESERVATIONS, RESTRICTIONS, RIGHTS OF WAY, BUILDING LINES AND OTHER ENCUMBRANCES.



GRAPHIC SCALE

**Deed of Easement
& Right-of-Way for
Sanitary Sewer System**

After recording return to:

Thouvenot, Wade & Moerchen, Inc.
4940 Old Collinsville Road
Belleville, Illinois 62226

Description No.: 08-28.0-235-011,
08-28.0-235-012, 08-28.0-235-013,
08-28.0-235-014

Project: Belleville Phase 3 LTCP

THIS INDENTURE, made this _____ day of _____, 20_____, by and between the City of Belleville having an address at 101 South Illinois Street, Belleville, Illinois 62220, hereinafter referred to [collectively] as the "**Grantor**", and the City of Belleville organized and existing under the laws of the State of Illinois, having an office for the transaction of business at 101 South Illinois Street, Belleville, Illinois 62220, hereinafter referred as the "**Grantee**".

WITNESSETH:

The **Grantor**, in consideration of the covenants and agreements hereinafter recited and the sum of One Dollar(s) (\$1.00), the receipt and sufficiency of which are hereby acknowledged, does hereby give, grant, and convey unto the **Grantee**, its successor and assigns, forever, an easement and a free uninterrupted and unobstructed right of way in, under, across, and over the property of the **Grantor** situated in St. Clair County, Illinois; said right of way more particularly described as follows:

An easement being All of Lot 80 and part of Lots 81, 82, and 83 of "Pensoneau's Addition to Belleville", reference being had to the plat thereof recorded in the St. Clair County Recorder's Office in Book of Deeds Z on Page 514, in the City of Belleville, County of St. Clair, State of Illinois, and being more particularly described as follows:

Beginning at the northeasterly corner of said Lot 80 of "Pensoneau's Addition to Belleville"; thence North 89 degrees 59 minutes 45 seconds West an assumed bearing, on the northerly line of said Lot 80, a distance of 161.75 feet to the northwesterly corner of said Lot 80; thence South 42 degrees 22 minutes 24 seconds East, on the westerly line of said Lots 80 and 81 and the southeasterly extension thereof, 239.98 feet to the easterly line of said Lot 83; thence North 00 degrees 00 minutes 15 seconds East, on said easterly line of Lot 83 and the easterly line of said Lots 82, 81, and 80, a distance of 177.28 feet to the Point of Beginning.

Said parcel contains 0.33 acres, more or less.

Subject to easements, conditions and restrictions of record.

As shown on Exhibit F-1, attached hereto and made a part hereof for the purpose of constructing and maintaining a combined sewer overflow pumping station, & installing, laying, operating, maintaining, inspecting, removing, repairing, replacing, relaying, and adding to, from time to time, sanitary sewer pipe or pipes, with necessary manholes, fittings, appurtenances, and attached facilities, including laterals and connections for the collection of wastewater.

Together with the right to the **Grantee**, its successors and assigns, to (i) enter in and upon the premises described above with men and machinery, vehicles and material at any and all times for the purpose of maintaining, repairing, renewing, or

adding to the aforesaid sanitary sewer pipe lines and appurtenances; (ii) to use such additional space adjacent to the premises described above as may be required for working room during the time of construction, repairing, renewing, or maintenance of the sanitary sewer system pipelines and appurtenances (iii) remove trees, bushes, undergrowth, and other obstructions interfering with the activities authorized herein; and (iiii) for doing anything necessary, useful, or convenient for the enjoyment of the easement herein granted.

The right of the **Grantor** to freely use and enjoy its interest in the premises is reserved to **Grantor**, its successors and assigns insofar as the exercise thereof does not endanger or interfere with the construction, operation, and maintenance of **Grantee's** waste water sewer mains and attached facilities, except that no building, structure, or similar improvements shall be erected within said easement, nor shall the grade or ground cover over **Grantee's** facilities be substantially altered, without the consent of the **Grantee**. [Notwithstanding the foregoing, the **Grantor** agrees that no other pipes or conduits shall be placed within ten (10) feet, measured horizontally, from the said waste water sewer mains except pipes crossing same at right angle, in which latter case, a minimum distance of two (2) feet shall be maintained between the pipes.] No excavation or blasting shall be carried on which in any way endangers or might endanger the waste water mains and attached facilities.

The **Grantee** agrees, by acceptance of this **Deed of Easement and Right of Way** that, upon any opening made in connection with any of the purposes of this easement and right of way, said opening shall be backfilled and resurfaced to as nearly as possible the same condition as existed when said opening was made, provided that **Grantee** shall not be obligated to restore landscaping, other than grass which was destroyed upon entry, all such work to be done at the expense of the **Grantee**.

TO HAVE AND TO HOLD the above granted easement and right of way unto the **Grantee**, its successors and assigns, forever.

And the **Grantor** does further covenant with the **Grantee** as follows:

1. That the **Grantor** is the owner in fee simple of the real estate hereby subjected to said easement and right of way and has good title to convey the same.
2. That the **Grantee** shall quietly enjoy the said easement and right of way.

IN WITNESS WHEREOF, the Grantor has duly executed this **INDENTURE**, all as of the day and year first above written.

GRANTEE:

City of Belleville

Signature: _____

Title: Mayor

GRANTOR:

City of Belleville

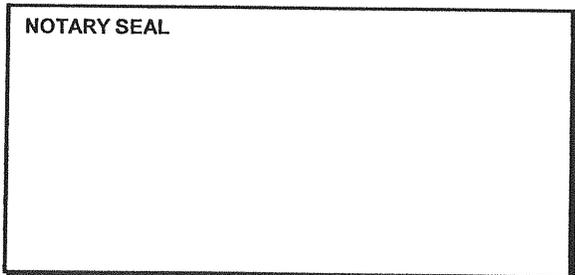
Signature: _____

Title: Mayor

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

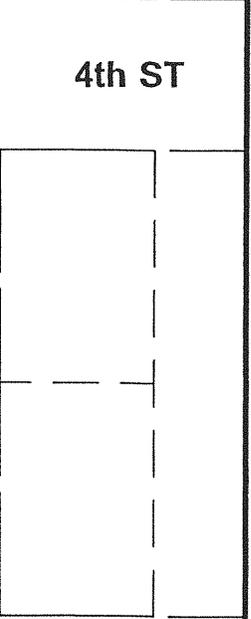
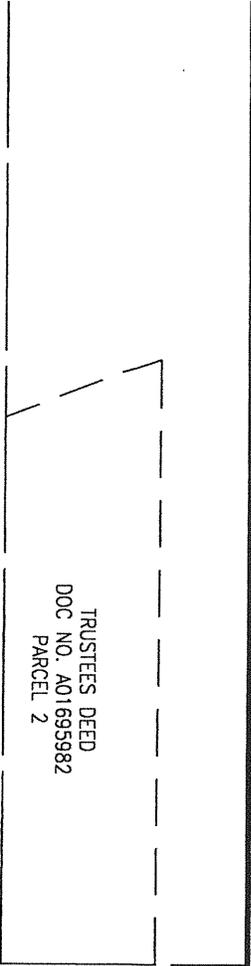
I, _____, a Notary Public for the State and County aforesaid, do hereby certify that _____, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the same instrument as the free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, 20_____.



Notary Public

My Commission Expires: _____



THOUVENOT, WADE & MOERCHEN, INC.
ENGINEERS ♦ SURVEYORS ♦ PLANNERS

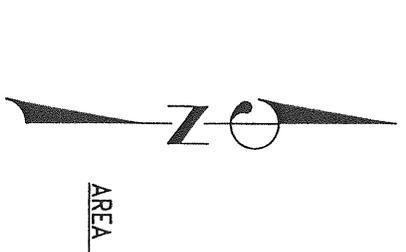
TWM

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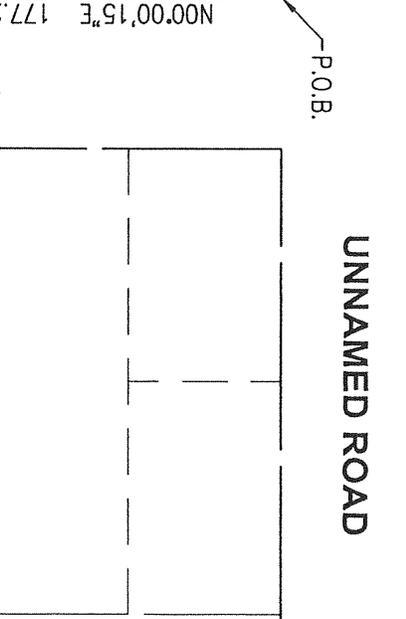
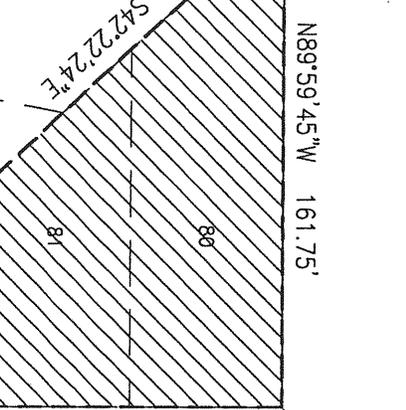
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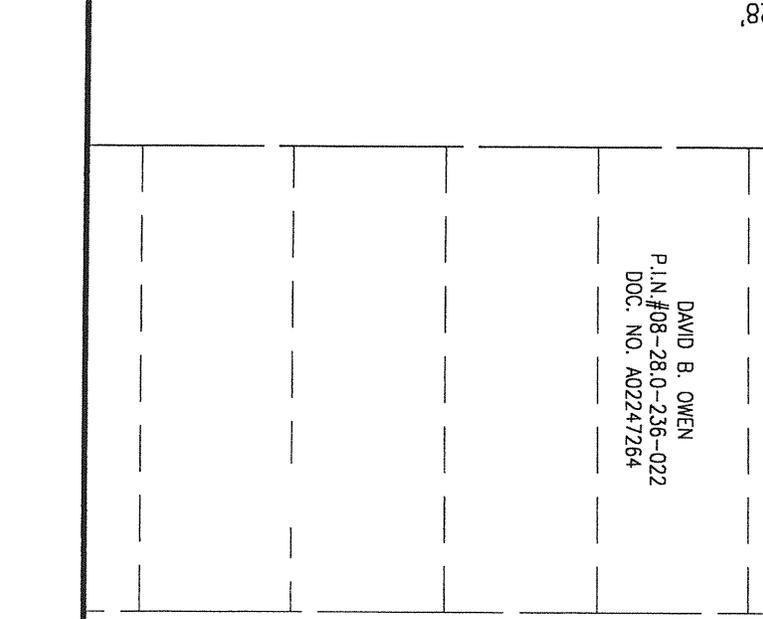
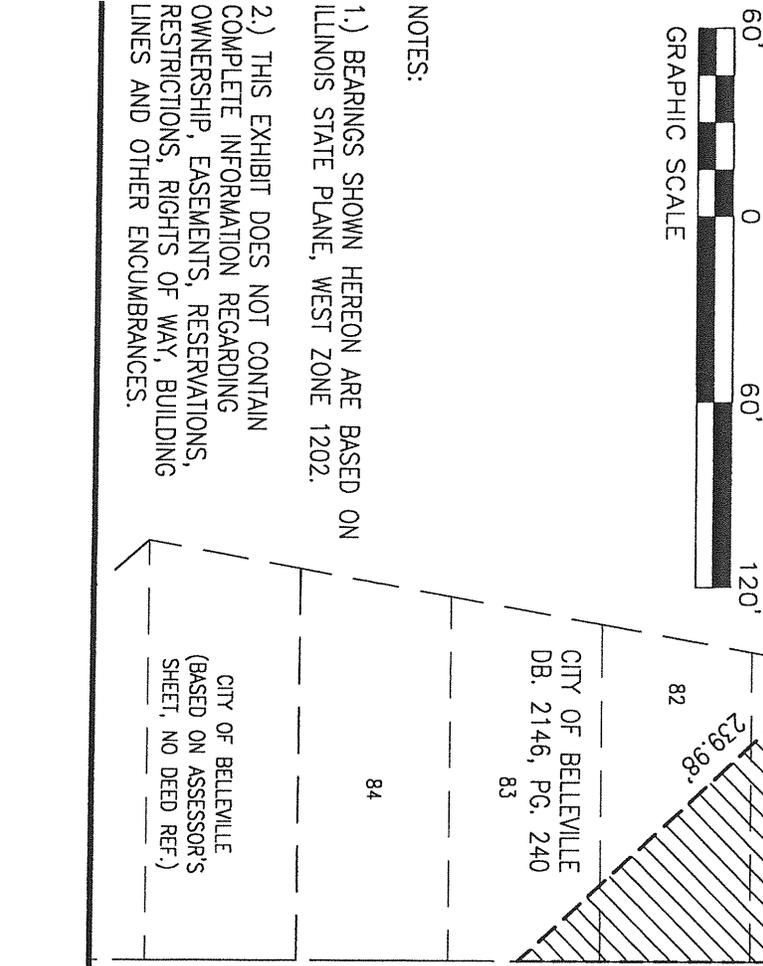


AREA OF PROPOSED EASEMENT
14,338 S.F.±
0.33 AC.±



UNNAMED ROAD

DAVID B. OWEN
P.L.N #08-28.0-236-022
DOC. NO. A02247264



CITY OF BELLEVILLE
DB. 2146, PG. 240

CITY OF BELLEVILLE
(BASED ON ASSESSOR'S SHEET, NO DEED REF.)

82

83

84

EASEMENT EXHIBIT

PT. LOTS 80, 81, 82, 83 PENSONEAU'S ADD. TO BELLEVILLE, IL

EXHIBIT NUMBER
F-1

NOTES:
1.) BEARINGS SHOWN HEREON ARE BASED ON ILLINOIS STATE PLANE, WEST ZONE 1202.
2.) THIS EXHIBIT DOES NOT CONTAIN COMPLETE INFORMATION REGARDING OWNERSHIP, EASEMENTS, RESERVATIONS, RESTRICTIONS, RIGHTS OF WAY, BUILDING LINES AND OTHER ENCUMBRANCES.

**Deed of Easement
& Right-of-Way for
Sanitary Sewer System**

After recording return to:

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Belleville, Illinois 62226

Description No.: 08-28.0-236-023

Project: Belleville Phase 3 LTCP

THIS INDENTURE, made this _____ day of _____, 20_____, by and between the City of Belleville having an address at 101 South Illinois Street, Belleville, Illinois 62220, hereinafter referred to [collectively] as the "**Grantor**", and the City of Belleville organized and existing under the laws of the State of Illinois, having an office for the transaction of business at 101 South Illinois Street, Belleville, Illinois 62220, hereinafter referred as the "**Grantee**".

WITNESSETH:

The **Grantor**, in consideration of the covenants and agreements hereinafter recited and the sum of One Dollar(s) (\$1.00), the receipt and sufficiency of which are hereby acknowledged, does hereby give, grant, and convey unto the **Grantee**, its successor and assigns, forever, an easement and a free uninterrupted and unobstructed right of way in, under, across, and over the property of the **Grantor** situated in St. Clair County, Illinois; said right of way more particularly described as follows:

An easement being All that part of the following described tract which lies Southwesterly of the Northeasterly high bank of Richland Creek.

Part of Lots 66, 67, 68, 69, 72, 73, 74, 75 and 76 of "Pensoneau's Addition to Belleville", reference being had to the plat thereof recorded in the St. Clair County Recorder's Office in Book of Deeds Z on Page 514, and part of the 30 foot wide vacated alley between Lots 60, 61, 62, 63, 64, 65, 66, 67, 69, 70, 72, 73, 74, 75, 76, 77, and 78 of said "Pensoneau's Addition to Belleville", vacated by Ordinance No. 2077 in Corporation Record 34 on page 507 in the St. Clair County Recorder's Office, all in the City of Belleville, County of St. Clair, State of Illinois, and being more particularly described as follows:

Commencing at the northwesterly corner of Lot 79 of said "Pensoneau's Addition to Belleville"; thence South 00 degrees 00 minutes 15 seconds West an assumed bearing, on the easterly right of way line of 4th Street, 141.32 feet to the Point of Beginning.

From said Point of Beginning; thence South 43 degrees 16 minutes 17 seconds East, 481.39 feet to the easterly line of said Lot 68; thence South 00 degrees 00 minutes 15 seconds West, on said easterly line of Lot 68, a distance of 74.86 feet to the southerly corner of property described in Document number A01837818; thence North 62 degrees 09 minutes 30 seconds West, on the southerly line of said property described in Document number A01837818, a distance of 33.93 feet; thence North 00 degrees 00 minutes 15 seconds East, 47.11 feet; thence North 43 degrees 16 minutes 17 seconds West, 437.63 feet to said easterly right of way line of 4th Street; thence North 00 degrees 00 minutes 15 seconds East, on said easterly right of way line, a distance of 43.76 feet to the Point of Beginning.

Said parcel contains 0.02 acres, more or less.

Subject to easements, conditions and restrictions of record.

As shown on Exhibit G-1A, attached hereto and made a part hereof for the purpose of installing, laying, operating, maintaining, inspecting, removing, repairing, replacing, relaying, and adding to, from time to time, sanitary sewer pipe or pipes, with necessary manholes, fittings, appurtenances, and attached facilities, including laterals and connections for the collection of wastewater.

Together with the right to the **Grantee**, its successors and assigns, to (i) enter in and upon the premises described above with men and machinery, vehicles and material at any and all times for the purpose of maintaining, repairing, renewing, or adding to the aforesaid sanitary sewer pipe lines and appurtenances; (ii) to use such additional space adjacent to the premises described above as may be required for working room during the time of construction, repairing, renewing, or maintenance of the sanitary sewer system pipelines and appurtenances (iii) remove trees, bushes, undergrowth, and other obstructions interfering with the activities authorized herein; and (iiii) for doing anything necessary, useful, or convenient for the enjoyment of the easement herein granted.

The right of the **Grantor** to freely use and enjoy its interest in the premises is reserved to **Grantor**, its successors and assigns insofar as the exercise thereof does not endanger or interfere with the construction, operation, and maintenance of **Grantee's** waste water sewer mains and attached facilities, except that no building, structure, or similar improvements shall be erected within said easement, nor shall the grade or ground cover over **Grantee's** facilities be substantially altered, without the consent of the **Grantee**. [Notwithstanding the foregoing, the **Grantor** agrees that no other pipes or conduits shall be placed within ten (10) feet, measured horizontally, from the said waste water sewer mains except pipes crossing same at right angle, in which latter case, a minimum distance of two (2) feet shall be maintained between the pipes.] No excavation or blasting shall be carried on which in any way endangers or might endanger the waste water mains and attached facilities.

The **Grantee** agrees, by acceptance of this **Deed of Easement and Right of Way** that, upon any opening made in connection with any of the purposes of this easement and right of way, said opening shall be backfilled and resurfaced to as nearly as possible the same condition as existed when said opening was made, provided that **Grantee** shall not be obligated to restore landscaping, other than grass which was destroyed upon entry, all such work to be done at the expense of the **Grantee**.

TO HAVE AND TO HOLD the above granted easement and right of way unto the **Grantee**, its successors and assigns, forever.

And the **Grantor** does further covenant with the **Grantee** as follows:

1. That the **Grantor** is the owner in fee simple of the real estate hereby subjected to said easement and right of way and has good title to convey the same.
2. That the **Grantee** shall quietly enjoy the said easement and right of way.

IN WITNESS WHEREOF, the Grantor has duly executed this *INDENTURE*, all as of the day and year first above written.

GRANTEE:

GRANTOR:

City of Belleville

City of Belleville

Signature: _____

Signature: _____

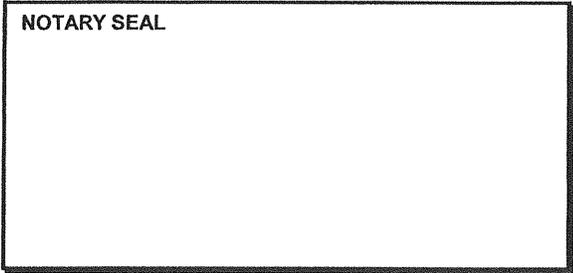
Title: Mayor

Title: Mayor

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

I, _____, a Notary Public for the State and County aforesaid, do hereby certify that _____, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the same instrument as the free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, 20_____.



Notary Public

My Commission Expires: _____

**Deed of Easement
& Right-of-Way for
Sanitary Sewer System**

After recording return to:

Thouvenot, Wade & Moerchen, Inc.
4940 Old Collinsville Road
Belleville, Illinois 62226

Description No.: **08-21.0-440-022**

Project: **Belleville Phase 3 LTCP**

T *HIS INDENTURE*, made this _____ day of _____, 20_____, by and between the City of Belleville having an address at 101 South Illinois Street, Belleville, Illinois 62220, hereinafter referred to [collectively] as the "**Grantor**", and the City of Belleville organized and existing under the laws of the State of Illinois, having an office for the transaction of business at 101 South Illinois Street, Belleville, Illinois 62220, hereinafter referred as the "**Grantee**".

WITNESSETH:

The **Grantor**, in consideration of the covenants and agreements hereinafter recited and the sum of One Dollar(s) (\$1.00), the receipt and sufficiency of which are hereby acknowledged, does hereby give, grant, and convey unto the **Grantee**, its successor and assigns, forever, an easement and a free uninterrupted and unobstructed right of way in, under, across, and over the property of the **Grantor** situated in St. Clair County, Illinois; said right of way more particularly described as follows:

An easement being Part of Lot 65 in U.S. Survey 748, Claim 856, St. Clair County, Illinois, reference being had to the plat thereof recorded in the St. Clair County Recorder's Office in Book of Plats "A" on Page 199, and being more particularly described as follows:

Commencing at the intersection of northerly line of "Bornmann's Addition", City of Belleville, St. Clair County, Illinois, reference being had to the plat thereof recorded in the St. Clair County Recorder's Office in Book of Deeds F2 on Page 438 with the westerly line of Illinois Central Railroad, being a tract described in by deed recorded in the St. Clair County Recorder's office in Deed Book 244 on Page 623; thence North 04 degrees 06 minutes 28 seconds West, on said westerly line of a tract described in Deed Book 244 on Page 623, a distance of 138.10 feet to the Point of Beginning;

From said Point of Beginning; thence North 52 degrees 32 minutes 50 seconds West, 9.90 feet; thence South 47 degrees 04 minutes 47 seconds West, 34.97 feet; thence North 42 degrees 55 minutes 13 seconds West, 30.00 feet; thence North 47 degrees 04 minutes 47 seconds East, 60.31 feet; thence South 52 degrees 32 minutes 50 seconds East, 8.65 feet to said westerly line of the tract described in Deed Book 244 on Page 623; thence southeasterly 4.07 feet, on a non-tangential curve to the left, on said westerly line of a tract described in Deed Book 244 on Page 623, having a radius of 726.20 feet and a chord which bears South 03 degrees 56 minutes 51 seconds East, 4.07 feet; thence South 04 degrees 06 minutes 28 seconds East, on said westerly line of a tract described in Deed Book 244 on Page 623, a distance of 36.02 feet to the Point of Beginning.

Said parcel contains 0.04 acres, more or less.

Subject to easements, conditions and restrictions of record.

As shown on Exhibit A-3, attached hereto and made a part hereof for the purpose of installing, laying, operating, maintaining, inspecting, removing, repairing, replacing, relaying, and adding to, from time to time, sanitary sewer pipe or pipes, with necessary manholes, fittings, appurtenances, and attached facilities, including laterals and connections for the collection of wastewater.

Together with the right to the **Grantee**, its successors and assigns, to (i) enter in and upon the premises described above with men and machinery, vehicles and material at any and all times for the purpose of maintaining, repairing, renewing, or adding to the aforesaid sanitary sewer pipe lines and appurtenances; (ii) to use such additional space adjacent to the premises described above as may be required for working room during the time of construction, repairing, renewing, or maintenance of the sanitary sewer system pipelines and appurtenances (iii) remove trees, bushes, undergrowth, and other obstructions interfering with the activities authorized herein; and (iiii) for doing anything necessary, useful, or convenient for the enjoyment of the easement herein granted.

The right of the **Grantor** to freely use and enjoy its interest in the premises is reserved to **Grantor**, its successors and assigns insofar as the exercise thereof does not endanger or interfere with the construction, operation, and maintenance of **Grantee's** waste water sewer mains and attached facilities, except that no building, structure, or similar improvements shall be erected within said easement, nor shall the grade or ground cover over **Grantee's** facilities be substantially altered, without the consent of the **Grantee**. [Notwithstanding the foregoing, the **Grantor** agrees that no other pipes or conduits shall be placed within ten (10) feet, measured horizontally, from the said waste water sewer mains except pipes crossing same at right angle, in which latter case, a minimum distance of two (2) feet shall be maintained between the pipes.] No excavation or blasting shall be carried on which in any way endangers or might endanger the waste water mains and attached facilities.

The **Grantee** agrees, by acceptance of this **Deed of Easement and Right of Way** that, upon any opening made in connection with any of the purposes of this easement and right of way, said opening shall be backfilled and resurfaced to as nearly as possible the same condition as existed when said opening was made, provided that **Grantee** shall not be obligated to restore landscaping, other than grass which was destroyed upon entry, all such work to be done at the expense of the **Grantee**.

TO HAVE AND TO HOLD the above granted easement and right of way unto the **Grantee**, its successors and assigns, forever.

And the **Grantor** does further covenant with the **Grantee** as follows:

1. That the **Grantor** is the owner in fee simple of the real estate hereby subjected to said easement and right of way and has good title to convey the same.
2. That the **Grantee** shall quietly enjoy the said easement and right of way.

IN WITNESS WHEREOF, the **Grantor** has duly executed this **INDENTURE**, all as of the day and year first above written.

GRANTEE:

City of Belleville

Signature: _____

Title: Mayor

GRANTOR:

City of Belleville

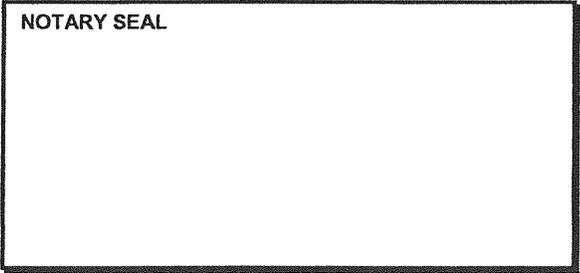
Signature: _____

Title: Mayor

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

I, _____, a Notary Public for the State and County aforesaid, do hereby certify that _____, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the same instrument as the free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, 20_____.



Notary Public

My Commission Expires: _____

**THOUVENOT,
WADE &
MOERCHEN, INC.**
ENGINEERS ♦ SURVEYORS ♦ PLANNERS



CORPORATE OFFICE
4940 OLD COLLINSVILLE RD.
SWANSEA, ILLINOIS 62226
TEL (618) 624-4486
FAX (618) 624-6686
corp@twm-inc.com

WATERLOO OFFICE
113 SOUTH MAIN STREET
WATERLOO, ILLINOIS 62298
TEL (618) 939-5050
FAX (618) 939-3938
waterloo@twm-inc.com

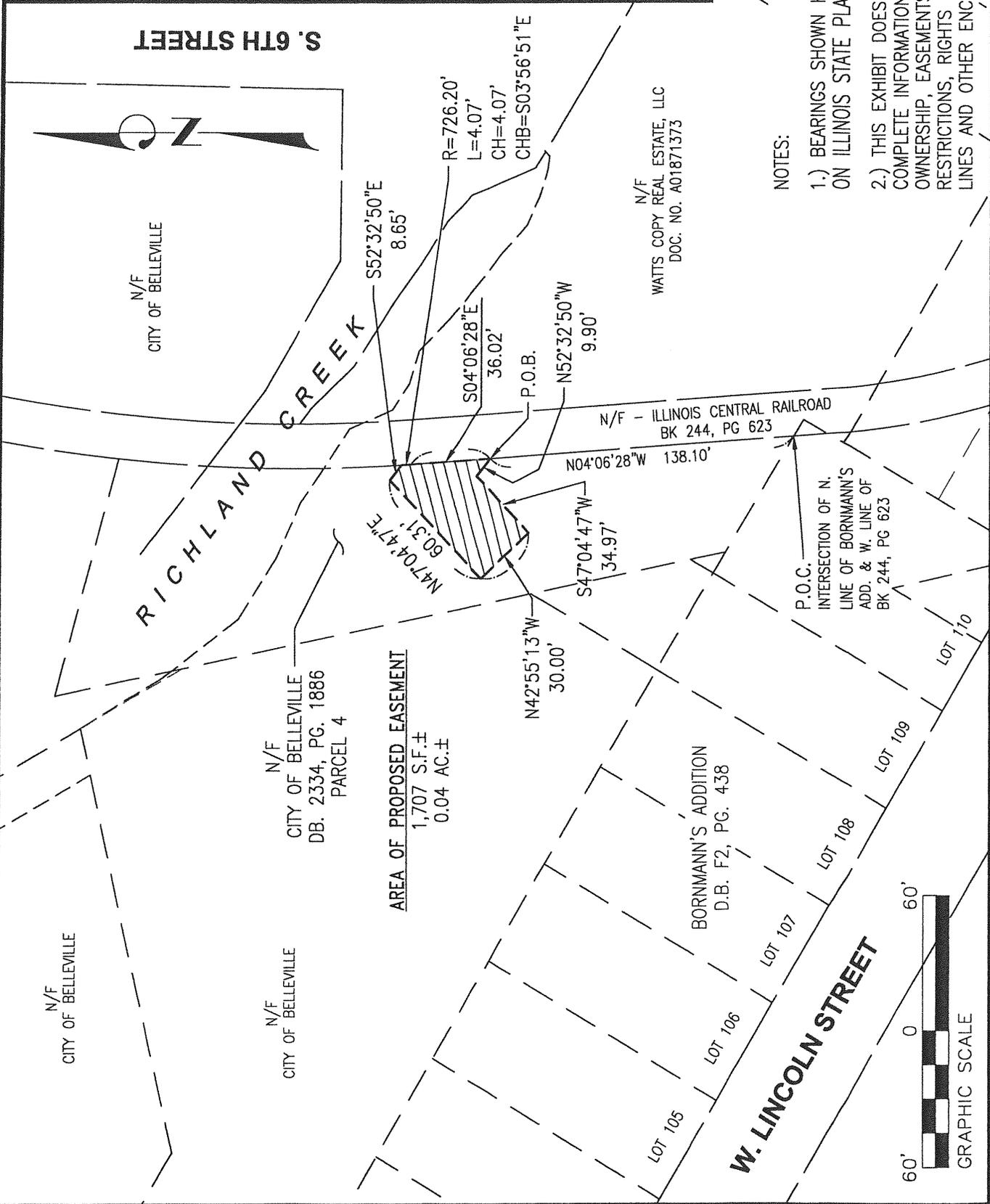
EDWARDSVILLE OFFICE
600 COUNTRY CLUB VIEW, SUITE 1
EDWARDSVILLE, ILLINOIS 62025
TEL (618) 658-4040
FAX (618) 658-4343
edwardsville@twm-inc.com

ST. LOUIS OFFICE
720 OLIVE ST., SUITE 200 A
ST. LOUIS, MISSOURI 63101
TEL (314) 241-6300
stlouis@twm-inc.com

**EASEMENT
EXHIBIT**

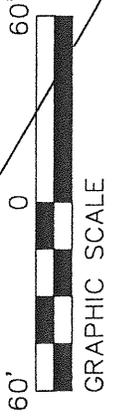
**PT. OF LOT 65 IN U.S.
SURV. 748, CLAIM 856
CITY OF BELLEVILLE
ST. CLAIR COUNTY, IL**

EXHIBIT NUMBER
A-3



NOTES:

- 1.) BEARINGS SHOWN HEREON ARE BASED ON ILLINOIS STATE PLANE, WEST ZONE 1202.
- 2.) THIS EXHIBIT DOES NOT CONTAIN COMPLETE INFORMATION REGARDING OWNERSHIP, EASEMENTS, RESERVATIONS, RESTRICTIONS, RIGHTS OF WAY, BUILDING LINES AND OTHER ENCUMBRANCES.



N/F
WATTS COPY REAL ESTATE, LLC
DOC. NO. A01871373

P.O.C.
INTERSECTION OF N.
LINE OF BORNMANN'S
ADD. & W. LINE OF
BK 244, PG 623

MEMO

To: Dallas B. Cook, City Clerk

From: Engineering Department

Date: September 11, 2014

Re: Motion for City Council Agenda September 15, 2014

Alderman Paul Seibert will make the following motions:

1. **Intersection Improvements at West Main & 23rd Street**
Consider approval of EFK Moen, LLC for design in the amount of \$29,150.00. (TIF 3)
2. **15-17 South High Parking Lot**
Consider approval of Hank's in the amount of \$75,261.90 (TIF 17)

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, curbline, 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



**Illinois Department
of Transportation**

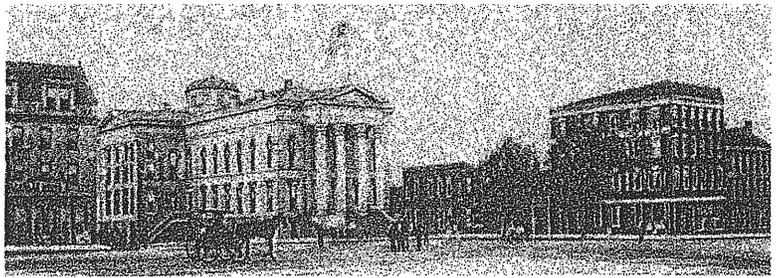
Bid Date: 09/10/14
 Time: 10:00 AM
 Project: 15-17 South High Parking Lot

Pay Items	Units	Engineer's Estimate		Calhoun Construction		Hank's		
		Quantity	UP	Total	UP	Total	UP	Total
HOT-MIX ASPHALT BINDER COURSE, MIX "C", N50, 1.5"	TON	110	\$95.00	\$10,450.00	\$89.35	\$9,828.50	\$98.00	\$10,780.00
HOT-MIX ASPHALT BINDER COURSE, MIX "C", N50, 2.5"	TON	38	\$110.00	\$4,180.00	\$89.35	\$3,395.30	\$98.00	\$3,724.00
HOT-MIX ASPHALT BINDER COURSE, MIX "C", N50, 1.5"	TON	133	\$95.00	\$12,635.00	\$89.35	\$11,883.55	\$100.00	\$13,300.00
AGGREGATE BASE COURSE, TYPE A 8"	SQYD	1099	\$10.00	\$10,990.00	\$11.77	\$12,935.23	\$11.50	\$12,638.50
CONCRETE CURB, TYPE B	FOOT	64	\$32.00	\$2,048.00	\$48.15	\$3,081.60	\$30.00	\$1,920.00
PAVEMENT REMOVAL, SPECIAL	SQYD	749	\$15.00	\$11,235.00	\$6.42	\$4,808.58	\$9.00	\$6,741.00
EARTH EXCAVATION	CUYD	653	\$20.00	\$13,060.00	\$26.75	\$17,467.75	\$18.50	\$12,080.50
TREE REMOVAL (VER 15 UNITS DIAMETER)	UNIT	24	\$20.00	\$480.00	\$42.80	\$1,027.20	\$12.00	\$288.00
CURB REMOVAL	FOOT	33	\$8.00	\$264.00	\$4.28	\$141.24	\$9.00	\$297.00
REMOVE AND REINSTALL PARKING BLOCKS	EA	13	\$10.00	\$130.00	\$26.75	\$347.75	\$30.00	\$390.00
PRECAST CONCRETE PARKING BLOCK	EA	24	\$65.00	\$1,560.00	\$47.08	\$1,129.92	\$75.00	\$1,800.00
PORTLAND CEMENT CONCRETE SIDEWALK, 4 INCH	SQFT	125	\$8.00	\$1,000.00	\$14.34	\$1,792.50	\$8.00	\$1,000.00
PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 8 INCH	SQYD	48	\$50.00	\$2,400.00	\$85.60	\$4,108.80	\$63.00	\$2,544.00
PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 6 INCH	SQYD	14	\$65.00	\$910.00	\$80.25	\$1,123.50	\$74.00	\$1,036.00
PERIMETER EROSION BARRIER	FOOT	114	\$3.00	\$342.00	\$6.42	\$731.88	\$1.00	\$114.00
PAINT PAVEMENT MARKING LETTERS AND SYMBOLS	SQFT	10	\$3.50	\$35.00	\$7.71	\$77.10	\$10.50	\$105.00
PAINT PAVEMENT MARKING 4"	FOOT	3092	\$0.50	\$1,546.00	\$0.59	\$1,824.28	\$0.45	\$1,391.40
CONCRETE RETAINING WALL REMOVAL, BALLARDS	FOOT	130	\$5.00	\$650.00	\$3.21	\$417.30	\$30.00	\$3,900.00
SIDEWALK REMOVAL	SQFT	125	\$2.00	\$250.00	\$2.14	\$267.50	\$2.50	\$312.50
HANDICAP	EA	2	\$400.00	\$800.00	\$428.00	\$856.00	\$450.00	\$900.00
				\$74,965.00		\$77,245.48		\$75,261.90

Low Bid= \$75,261.90
 Low Bidder = Hank's

BELLEVILLE HISTORICAL SOCIETY

Founded 2010 - Belleville, Illinois - Founded 1814
bellevillehistoricalsociety.org



August 21, 2014

Mayor Mark Eckert
Belleville City Council

Dear Mayor Eckert,

The Belleville Historical Society would like to respectfully request a change in our plan to locate the Walk of Fame. Rather than put the plaques in the grassy area on the northeast quadrant of the Public Square, we would like to place them on the northwest quadrant in an area that is now grass, but would be bricked (see drawing).

This will give better exposure and avoid the issue of placing seating on the plaques for major events downtown. There is room for 15 plaques in that space and the potential to expand into the space immediately to the northwest. Long-term expansion of the project will have the option of going into new sidewalks of the streetscape plan.

Since we already have had approval for this project, we are hopeful that you can make this adjustment.

Thank you for your consideration.

Sincerely,

Larry Betz, President
Belleville Historical Society

Our Mission Statement: The Belleville Historical Society promotes awareness and appreciation of the history, customs, artifacts, architecture, and people of the City of Belleville, Illinois. It strives to acquire, manage, and preserve artifacts, documents, and real property significant to Belleville and encourages preservation of the city's culture, history, and architecture.

NORTH ILLINOIS ST./
IL 159

EAST MAIN
STREET

BELLEVILLE
WALK OF FAME

WALK OF FAME
SITE

15"X19"
PLAQUES

FILE: P:\08-0113 Belleville Walk of Fame\Walk of Fame-Boarding
LAST PLOTTED: 8/16/2014 12:42 PM OPERATOR: TLR



Optimist Club of Belleville

P.O. Box 636
Belleville, IL 62222-0636

September 4, 2014

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

RE: Parade Permission for Annual Santa Parade

Dear Council:

We, the Optimist Club of Belleville, request permission to hold the annual Santa Parade on Friday, November 28, 2014 at 10:00am.

The parade will begin at 17th and West Main Street and proceed east on Main Street to Forest Avenue. The parade will disband at Union United Methodist Church,

We will need to block the streets the morning of the parade in the 17th street area and Rt 159 will need to be closed the morning of the parade.

We would like to make it clear that we are not authorizing any vendors to be on the streets along the parade route (ref, Ordinance 6646.) Insurance has been applied for through Optimist International with Seabury & Smith and should be received in a timely manner. Both the Illinois Department of Transportation and the City of Belleville have been designated as co-insured.

In addition, we are planning to participate in the community sing-a-long and opening ceremonies as determined by the Christmas Marketing committee.

We would like to extend an invitation to the City Council member, City Officials and employees to be part of the parade and enjoy the evening's festivities.

Thank you for your consideration and support for this request.

Sincerely,

Cindy Hawkins
Santa Parade, chair
Optimist Club of Belleville



Affiliated with
Optimist International

City Clerk Dallas Cook

From: Beth Regensberger [bethregensberger@me.com]
Sent: Wednesday, September 03, 2014 3:29 PM
To: dbcook@belleville.net
Subject: Permission for 5K
Attachments: 5K route.pdf

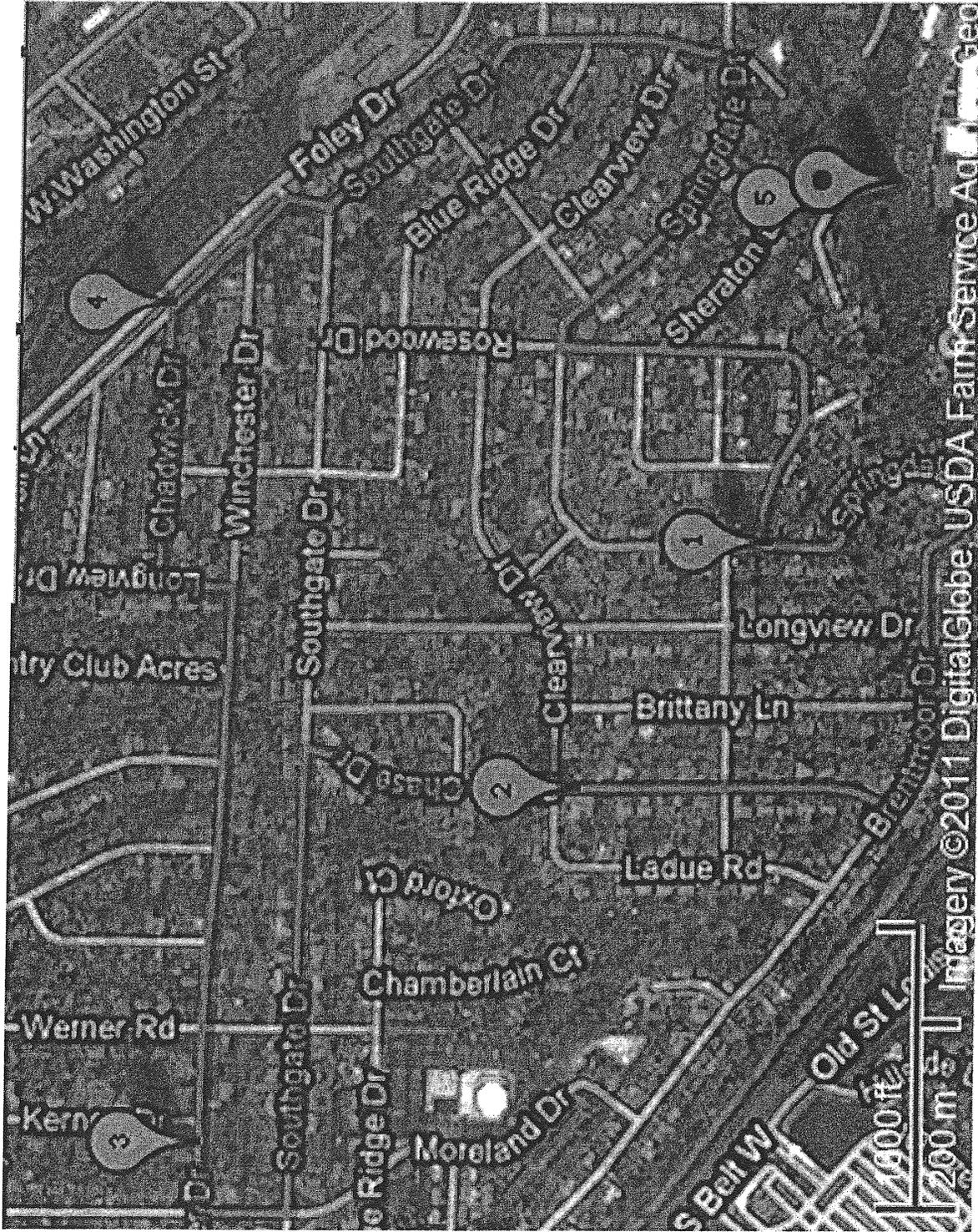
Hi Dallas!

I'm writing to get approval from the City of Belleville to hold a 5K on October 4, 2014. This 5K will be a fundraiser for THE MARY KAY FOUNDATION. Some of the following are key features about our 5K...

- * NON-Competitive!! We are only inviting area Mary Kay Consultants and their families to participate in this fun run/walk.
- * This event will NOT be made public!
- * We will NOT need barricades!
- * We will NOT need roads closed!
- * We will NOT need police presence!

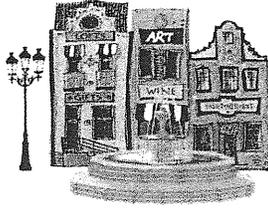
I have attached the race route as we are using the same route that the Queen of Peace 5K uses. It will go through the Ogles Subivision.

Thank you for giving us the opportunity to help a great cause!!
Beth Regensberger
618 560-8907



Imagery ©2011 DigitalGlobe, USA Farm Service Agency, Geo

Belleville Main Street



September 5, 2014

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

RE: Art and Wine Walk – Saturday, November 22, 2014

Dear Mr. Cook:

Belleville Main Street (BMS) is interested in sponsoring our annual Art and Wine Walk to be held in Downtown Belleville on November 22, 2014 from 5:00 p.m. to 9:00 p.m. Each participating business will host a local artist and a winery inside their place of business. Visitors for the Art and Wine Walk will have an opportunity to stroll through downtown Belleville, visit artists and view their artwork, and sample wine and other beverages.

Belleville Main Street will require no street closures.

Belleville Main Street requests the approval of the City for this annual event as well as the use of the NE quadrant of the Public Square.

Sincerely,

A handwritten signature in cursive script, appearing to read "Geri E. Boyer". The signature is fluid and stylized, with a large initial "G" and "B".

Gerri E. Boyer
President

Belleville 200 *Celebration*



September 10, 2014

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

RE: Belleville 200 Celebration Street Closures

Dear Mr. Cook:

The Belleville Bicentennial respectfully requests an addendum to our previously approved street closures for the B200 Oktoberfest Weekend Celebration due to unforeseen set-up challenges with the staging.

We anticipate that only the following street closures will be necessary for our events:

Date	Event	Street Closure
9/18/2014 close at 7:00am 9/22/2014 open by 2:00am	Bicentennial Weekend Celebration (allows for set-up and breakdown)	Main Street from 3 rd Street to Church Street (High St will remain open for traffic)

Your consideration is greatly appreciated.

Sincerely,

The Belleville Bicentennial Committee

RESOLUTION NO. 3200

**A RESOLUTION FOR PARTICIPATION IN
STATE OF ILLINOIS FEDERAL SURPLUS PROPERTY PROGRAM**

WHEREAS, the City of Belleville has limited fiscal resources available for the procurement of heavy-duty construction equipment, vehicles, commodities, and other property; and

WHEREAS, the State of Illinois' Federal Surplus Property Program offers a variety of surplus property at approximately 5-25 percent of the acquisition value, effectively reducing program costs by acquiring items that have been used to their life expectancy or property that must be replaced for safety or economic reasons; and

WHEREAS, the City of Belleville agrees to the following terms and conditions: to use the surplus property only in the official program which it represents; and upon receipt, agrees to place the surplus property into use within one year; and it agrees that the property shall be used for a period of one year (certain items, eighteen months); that it agrees it will not sell, loan, trade or tear down the property without written consent from the State of Illinois; and

WHEREAS, the City of Belleville understands that surplus property must be used in an authorized program and that personal use or non-use of surplus property is not allowed.

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

Section 1. The City of Belleville is hereby authorized to participate in the State of Illinois Federal Surplus Property Program as more fully described in the Recitals above.

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

PASSED by the City Council of the City of Belleville, Illinois, on this 15th day of September, 2014 on the following roll call vote:

	<u>AYE</u>	<u>NAY</u>
Michael Heisler	_____	_____
Ken Kinsella	_____	_____
Janet Schmidt	_____	_____
Melinda Hult	_____	_____
Kent Randle	_____	_____
Arnold "Gabby" Rujawitz	_____	_____
Johnnie Anthony	_____	_____
James Davidson	_____	_____
Joseph W. Hayden	_____	_____
Phillip Silsby	_____	_____

Paul Seibert _____
Bob White _____
Lillian Schneider _____
Trent Galetti _____
Joe Orlet _____
James Musgrove _____

APPROVED by the Mayor of the City of Belleville, Illinois this 16th day of September, 2014.

MAYOR

ATTEST:

CITY CLERK

RESOLUTION NO. 3201

WHEREAS, the BELLEVILLE CULTURAL ENRICHMENT - BELLEVILLE 200 is sponsoring the BELLEVILLE 200 OKTOBERFEST CELEBRATION in the City of Belleville which event constitutes a public purpose;

WHEREAS, this BELLEVILLE 200 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 7:00 A.M. on Thursday, SEPTEMBER 18, 2014 until 2:00 A.M. on Sunday, SEPTEMBER 22, 2014.

BE IT FURTHER RESOLVED, that this closure is for the public purpose of HOLDING THE OKTOBERFEST.

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 BELLEVILLE CULTURAL ENRICHMENT - BELLEVILLE 200 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 BELLEVILLE CULTURAL ENRICHMENT - BELLEVILLE 200 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 16TH day of September, 2014.

Dallas B. Cook, City Clerk

APPROVED by the Mayor of the City of Belleville this 16th day of September, 2014.

ATTEST:

Dallas B. Cook, City Clerk

Mark W. Eckert, Mayor

**2014
DETOUR ROUTE
FOR
OKTOBERFEST**

7:00 AM PM, SEPTEMBER 18, 2014 TO 2:00 AM, SEPTEMBER 22, 2014

SOUTH BOUND TRAFFIC

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

NORTH BOUND TRAFFIC

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

TRUCK DETOUR

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

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

ORDINANCE AUTHORIZING LOAN AGREEMENT

ORDINANCE NUMBER 7801

AN ORDINANCE authorizing the City of Belleville, St. Clair County, Illinois, to borrow funds from the Water Pollution Control Loan Program

WHEREAS, the City of Belleville, St. Clair County, Illinois, operates its sewerage system (“the System”) and in accordance with the provisions of the Constitution of the State of Illinois, ARTICLE VII and the Local Government Debt Reform Act, 30 ILCS 350/1 et seq. (collectively “the Act”); and

WHEREAS, the MAYOR and CITY COUNCIL of the City of Belleville (“the Corporate Authorities”) have determined that it is advisable, necessary, and in the best interest of the public health, safety, and welfare to improve the System, including the following:

Design and Construction of the South Side Park Lift Station, Relief Sewers and Force Mains in compliance with the Long Term Control Plan as Approved by the Illinois Environmental Protection Agency.

together with any land or rights in land and all electrical, mechanical or other services necessary, useful or advisable to the construction and installation (“the Project”), all in accordance with the plans and specifications prepared by the consulting engineers of the City of Belleville, which Project has a useful life of 20 years; and

WHEREAS, the estimated cost of construction and installation of the Project, including engineering, legal, financial and other related expenses is \$26,897,153 and there are insufficient funds on hand and lawfully available to pay these costs; and

WHEREAS, the loan shall bear an interest rate as defined by 35 Ill. Adm. Code 365, which does not exceed the maximum rate authorized by the Bond Authorization Act, as amended, 30 ILCS 305/0.01 et seq., at the time of the issuance of the loan; and

WHEREAS, the principal and interest payment shall be payable semi-annually, and the loan shall mature in 20 years, which is within the period of useful life of the Project; and

WHEREAS, the costs are expected to be paid for with a loan to the City of Belleville from the Water Pollution Control Loan Program through the Illinois Environmental Protection Agency, the loan to be repaid from revenues of the System, and the loan is authorized to be accepted at this time pursuant to the Act; and

WHEREAS, in accordance with the provisions of the Act, the City of Belleville is authorized to borrow funds from the Water Pollution Control Loan Program in the aggregate principal amount of \$26,897,153.00 to provide funds to pay the costs of the Project; and

WHEREAS, the loan to the City of Belleville shall be made pursuant to a Loan Agreement, including certain terms and conditions between the City of Belleville and the Illinois Environmental Protection Agency;

NOW THEREFORE, be it ordained by the Corporate Authorities of the City of Belleville, St. Clair County, Illinois, as follows:

SECTION 1. INCORPORATION OF PREAMBLES

The Corporate Authorities hereby find that the recitals contained in the preambles are true and correct, and incorporate them into this Ordinance by this reference.

SECTION 2. DETERMINATION TO BORROW FUNDS

It is necessary and in the best interests of the City to construct the Project for the public health, safety, and welfare, in accordance with the plans and specifications, as described; that the System continues to be operated in accordance with the provisions of the Illinois Environmental Protection Act, 415 ILCS 5/1 et seq.; and that for the purpose

of constructing the Project, it is hereby authorized that funds be borrowed by the City in the aggregate principal amount (which can include construction period interest financed over the term of the loan) not to exceed \$26,897,153.00.

SECTION 3. ADDITIONAL ORDINANCES

The Corporate Authorities may adopt additional ordinances or proceedings supplementing or amending this Ordinance, providing for entering into the Loan Agreement with the Illinois Environmental Protection Agency, prescribing all the details of the Loan Agreement, and providing for the collection, segregation and distribution of the revenues of the System, so long as the maximum amount of the Loan Agreement as set forth in this Ordinance is not exceeded and there is no material change in the project or purposes described herein. Any additional ordinances or proceedings shall in all instances become effective in accordance with the Act or other applicable laws. This Ordinance, together with such additional ordinances or proceedings, shall constitute complete authority for entering into the Loan Agreement under applicable law.

However, notwithstanding the above, the City may not adopt additional ordinances or amendments which provide for any substantive or material change in the scope and intent of this Ordinance, including but not limited to interest rate, preference or priority of any other ordinance with this Ordinance, parity of any other ordinance with this Ordinance, or otherwise alter or impair the obligation of the City to pay the principal and interest due to the Water Pollution Control Loan Program without the written consent of the Illinois Environmental Protection Agency.

SECTION 4. LOAN NOT INDEBTEDNESS OF CITY

Repayment of the loan to the Illinois Environmental Protection Agency by the City pursuant to this Ordinance is to be solely from the revenue derived from revenues of the System, and the loan does not constitute an indebtedness of the City within the meaning of any constitutional or statutory limitation.

SECTION 5. APPLICATION FOR LOAN

The Mayor is hereby authorized to make application to the Illinois Environmental Protection Agency for a loan through the Water Pollution Control Loan Program, in accordance with the loan requirements set out in 35 Ill. Adm. Code 365.

SECTION 6. ACCEPTANCE OF LOAN AGREEMENT

The Corporate Authorities hereby authorize acceptance of the offer of a loan through the Water Pollution Control Loan Program, including all terms and conditions of the Loan Agreement as well as all special conditions contained therein and made a part thereof by reference. The Corporate Authorities further agree that the loan funds awarded shall be used solely for the purposes of the project as approved by the Illinois Environmental Protection Agency in accordance with the terms and conditions of the Loan Agreement.

SECTION 7. AUTHORIZATION OF MAYOR TO EXECUTE LOAN AGREEMENT

The MAYOR is hereby authorized and directed to execute the Loan Agreement with the Illinois Environmental Protection Agency. The Corporate Authorities may authorize by resolution a person other than the MAYOR for the sole purpose of authorizing or executing any documents associated with payment requests or reimbursements from the Illinois Environmental Protection Agency in connection with this loan.

SECTION 8. SEVERABILITY

If any section, paragraph, clause or provision of this Ordinance is held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance.

SECTION 9. REPEALER

All ordinances, resolutions, orders, or parts thereof, which conflict with the provisions of this Ordinance, to the extent of such conflict, are hereby repealed.

PASSED by the Corporate Authorities
on _____, 20__.

APPROVED _____, 20__

Mark W. Eckert, Mayor
City of Belleville
St. Clair, County, Illinois

AYES: _____

NAYS: _____

ABSENT: _____

PUBLISHED in the _____ on _____, 20__.

RECORDED in the City Records on _____, 20__.

ATTEST:

Dallas B. Cook, City Clerk
City of Belleville
St. Clair County, Illinois

CERTIFICATION

I, Dallas B. Cook, do hereby certify that I am the duly elected, qualified and acting Clerk of the City of Belleville. I do further certify that the above and foregoing identified as Ordinance Number _____, is a true, complete and correct copy of an ordinance otherwise identified as ORDINANCE AUTHORIZING LOAN AGREEMENT, passed by the City Council of the City of Belleville on the _____ day of _____, 20__, and approved by the Mayor of the City of Belleville on the same said date, the original of which is part of the books and records within my control as Clerk of the City of Belleville.

Dated this ____ day of _____, 20__.

Dallas B. Cook, Clerk of the City of Belleville

ORDINANCE NO. 7805

A ZONING ORDINANCE IN RE CASE #53AUG14

Gregg Crawford

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

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

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

Whereas, an application has been filed requesting a Special Use permit for eight (8) high-end 1 & 2 bedroom residential units at 126 West A St. located in a C-2 Heavy Commercial Zoning District. (Applicable portion of zoning code: 60-6-50).

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

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

Section 1. That the application requesting a Special Use permit for eight (8) high-end 1 & 2 bedroom residential units at 126 West A St. located in a C-2 Heavy Commercial Zoning District is hereby granted. (Applicable portion of zoning code: 60-6-50).

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

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

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

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

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

MAYOR

ATTEST:

CITY CLERK

ORDINANCE NO. 7806

A ZONING ORDINANCE IN RE CASE #54AUG14
Adam Nordmoe/Peachy Yogurt Bar, LLC, d/b/a/ Junction

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 for Area of Special Control in order to place one projecting, non illuminated sign totaling 9.7 sq. ft. located at 200B E. Main St. 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 for Area of Special Control in order to place one projecting, non illuminated sign totaling 9.7 sq. ft. located at 200B E. Main St. 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. 7807

A ZONING ORDINANCE IN RE CASE #55AUG14
Laura Spelbring/Turned Treasures Gallery

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 for Area of Special Control in order to place one (1) flush mounted, non illuminated sign totaling 48 sq. ft. and one (1) flush mounted, non illuminated sign totaling 20 sq. ft. at 225 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 for Area of Special Control in order to place one (1) flush mounted, non illuminated sign totaling 48 sq. ft. and one (1) flush mounted, non illuminated sign totaling 20 sq. ft. at 225 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