

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

**CITY COUNCIL AGENDA  
CITY OF BELLEVILLE, IL  
OCTOBER 6, 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

- A. A member of the BASIC Youth Board will recognize the Character word of the month “Responsibility” willingness to be accountable for your own action without blaming others.
- B. Mayor Eckert, in partnership with St. Elizabeth’s Hospital, will read a proclamation to recognize October as Breast Cancer Awareness Month.
- C. Mayor Eckert, will recognize Patty Gregory and The Art on the Square Committee on behalf of the City of Belleville for their continued success and positive attributes they bring to the City of Belleville.
- D. Mayor Eckert and Chief Clay will recognize Lt. Matt Eiskant for completion of the FBI National Academy.
- E. Mayor Eckert will recognize the following Award and award recipients:
  - A. Belleville was awarded the Daniel Burnham Award for our Comprehensive Plan, Imagine Belleville.
  - B. Emily Fultz received the Emerging Planner Award and Gloria Crowder received the Planning Advocate Award.

## 8. APPROVAL OF MINUTES

- A. Council Meeting September 15, 2014

## 9. CLAIMS, PAYROLL, AND DISBURSEMENTS

## 10. REPORTS

### A. TREASURER REPORT

City of Belleville Funds & Statement of cash and investments for July 2014.

### B. ZONING BOARD OF APPEALS ADVISORY BOARD

1. **56-Sept14 – Ricky Ruhman** – Requesting a Use Variance to operate a used car dealership at 8241 Old St. Louis Rd. located in an A-1 Single Family Zoning District. (Applicable portion of zoning code: 60-6-4). *It is the recommendation of the Zoning Board of Appeals that the request be denied by a majority vote of all members present (one member abstained).*
2. **57-Sept14 – Felecia A. Randolph** – Requesting a Use variance in order to operate a boutique at 9454 W. Main St. located in a C-1 Light Commercial Zoning District. (Applicable portion of zoning code: 60-6-43) Ordinance #7808. *It is the recommendation of the Zoning Board of Appeals that the request be approved by a unanimous vote of all members present.*
3. **58-Sept14 – Phillip G. Elmore** – Requesting an Area/bulk variance in order to build a room addition closer than 25' to the rear property line at 534 Lafayette located in an A-1 Single Family Zoning District. (Applicable portion of zoning code: 60-6-3.) Ordinance #7809. *It is the recommendation of the Zoning Board of Appeals that the request be granted by a unanimous vote of all members present.*
4. **59-Sept14 – Hicks & Spector, LLC** – Requesting a Sign Installation permit in Area of Special Control in order to install one (1) 30" x 15" flush mounted, non illuminated sign at 20 E. Main St. located in a C-2 Heavy Commercial Zoning

District. (Applicable portion of sign code: 53-4-6.) Ordinance #7810. *It is the recommendation of the Zoning Board of Appeals that the request be granted by a unanimous vote of all members present.*

5. **60-Sept14 – Alisa Vaughn** – Requesting a Special Use permit for a liquor license at 9735 West Main St. located in a C-2 Heavy Commercial Zoning District. (Applicable portion of zoning code: 60-6-50) Ordinance #7811. *It is the recommendation of the Zoning Board of Appeals that the request be granted by a unanimous vote of all members present, with the following stipulations: (1) there shall be no outdoor music after 9:00 p.m. Monday through Saturday and (2) there be no outdoor music at all on Sunday.*
6. **61-Sept14 – Victor L. Horsley, DPM, LLC**– Requesting a sign variance in order to install one off-premise, freestanding sign that is thirty (30) square feet in area at 4909 West Main Street in a C-2 Heavy Commercial Zoning District. The sign will advertise the adjacent business, which is located at 4907 West Main Street, also in a C-2 Heavy Commercial District. Applicable Portion of the Sign Code: 53-3-8(A). *It is the recommendation of the Zoning Board of Appeals that the request be granted by a majority vote of all members present.*

**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.

**MOTION FROM KEN KINSELLA AS RECOMMENDED BY THE ECONOMIC DEVELOPMENT & ANNEXATION COMMITTEE:**

- A. Motion to approve the Development Agreement for Empire Comfort Systems, Inc. for the expansion of the existing facility located at 925 & 939 Freeburg Ave.

**MOTIONS FROM GABBY RUJAWITZ AS RECOMMENDED BY THE HEALTH & HOUSING COMMITTEE:**

- A. Motion to accept memorandum of understanding between the Union and City on increased hourly pay rate for Health & Housing Office Manager and Building & Zoning secretary as a direct result of additional duties with the CFH program.
- B. Motion to advertise bid proposal for 2015 Grass Mowing and Yard Maintenance Agreement.

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

- A. Agreement for Professional Services with Gonzalez Companies, LLC for the 29th Street Sewer Separation and Roadway Improvements Project in the amount of \$159,079.00.

**MOTIONS FROM PHIL SILSBY AS RECOMMENDED BY THE LIBRARY BOARD COMMITTEE:**

- A. Motion to approve contract modification #3 (with EWR & Associates for design work for installation of fire suppression sprinkler system).
- B. Motion to approve change order #2 (for library renovations in the amount of \$17,394.01).

**MAINTENANCE DEPARTMENT:**

- A. Motion to scrap a 1992 Chevrolet caprice with 98,561 miles (license #M26568, Serial #NW138651) after the fire department uses this vehicle for extrication practice.

**MOTION FROM ADMINISTRATION:**

- A. Motion to waive opening and closing of grave at Walnut Hill Cemetery for city employee who recently died while employed.

**12. COMMUNICATIONS**

- A. Communication from Jim Karwoski, of the Belleville Hockey Program, requesting permission to hold their Annual 5K run and half mile fun run on Thursday, November 20, 2014, which is Thanksgiving Day, beginning at 8:00 a.m. The same route as before and they are requesting that Main Street from the Public Square to 16<sup>th</sup> Street be blocked off and they are requesting one police officer.
- B. Communication from Hospice of South Illinois, requesting permission to hold their "Run to Remember 5K Run/Walk" on Saturday, November 15, 2014. The route has been approved by Jim Schneider, Director of Human Resources and the Police and Fire Chiefs.
- C. Communication from Grant Ehret, of the Belleville Holzschnitzer Wood Carvers, requesting permission to display their banner "Wood Carvers Demonstration Show on November 1 and 2, 2014 at the Belle-Clair Expo Hall.
- D. Communication from SWIC to place 40 banners for placement on half of the city's 80 pole inventory from the fountain to 700 East Main: 20 per each side of the street after removal of the Belleville 200 banners.

- E. Communication from Brian Besse of Seven Restaurant & Lounge to hold their annual Halloween block party on Saturday, October 25, 2014 from 3:00 p.m. to 1:00 a.m. They are requesting to block High Street between East Main and East Washington. Music will be played from approximately 7:00 p.m. until midnight.

### 13. PETITIONS

### 14. RESOLUTIONS

- A. **RESOLUTION NO. 3203** – A Resolution requesting permission from IDOT to close Route 159 at the Public Square for the Santa Claus Parade on November 28, 2014 from 9:30 a.m. until 12:00.

### 15. ORDINANCES

- A. **ORDINANCE NO. 7808** – A Zoning Ordinance Re: 57-SEPT14 – FELECIA A. RANDOLPH.
- B. **ORDINANCE NO. 7809** – A Zoning Ordinance Re: 58-SEPT14 – PHILLIP G. ELMORE
- C. **ORDINANCE NO. 7810** – A Zoning Ordinance Re: 59-SEPT14 – HICKS & SPECTOR, LLC
- D. **ORDINANCE NO. 7811** – A Zoning Ordinance Re: 60-SEPT14 – ALISA VAUGHN

### 16. UNFINISHED BUSINESS

- A. Reconsideration of Agreement with EFK Moen, LLC for Study/Design of Intersection Improvement at West Main Street and 23<sup>rd</sup> Street.

**17. MISCELLANEOUS & NEW BUSINESS**

- A. The City Council may go into executive session to discuss 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  
REGULAR CITY COUNCIL MEETING MINUTES  
COUNCIL CHAMBERS – CITY HALL  
SEPTEMBER 15, 2014 – 7:00 PM**

Mayor Mark Eckert called this meeting to order.

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

Mayor Eckert asked the City Clerk Dallas B. Cook to call roll. Members present on roll call: Mayor Mark Eckert, City Clerk Dallas B. Cook and City Treasurer Dean Hardt. Aldermen: Mike Heisler, Ken Kinsella, Melinda Hult, 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 Janet Schmidt was excused.

**ROLL CALL DEPARTMENT HEADS**

Roll Call Department Heads: Police Chief, Bill Clay; Fire Chief, Tom Pour; City Attorney, Garrett Hoerner; Director of Maintenance, Ken Vaughn; City Engineer, Tim Gregowicz; Director of Wastewater, Royce Carlisle; Finance Director, Jamie Maitret; Human Resource Director, Jim Schneider; Director of Library, Leander Spearman; Economic Development, Planning & Zoning, Emily Fultz; Health and Housing Director, Bob Sabo; Assistant Director of Public Works, Mike Parks.

Department Heads: Director of Parks and Recreation; Debbie Belleville and Director of Public Works, Chuck Schaffer were excused.

**PLEDGE**

Mayor Eckert introduced Boy Scout Troop 53, sponsored by Union Methodist Church to lead the pledge of allegiance. The troop is working on citizenship in the community.

**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.

None.

**PRESENTATIONS, RECOGNITIONS & APPOINTMENTS**

None.

**MINUTES**

Alderman Heisler made a motion seconded by Alderman Kinsella to receive and file the minutes of regular City Council meeting held August 25, 2014 with the request of Alderman Hayden.  
All members present voted aye.

*Discussion...*

Alderman Hayden requested to strike on page 3, second paragraph, tenth line down...“Mayor Eckert, Alderman Hayden and Chief Clay discussed the remark of something hidden” and add the verbatim which was submitted and attached to the minutes of September 2, 2014.

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Alderman Heisler made a motion seconded by Alderman White to receive and file the minutes of regular City Council meeting held September 2, 2014.  
All members present voted aye.

**CLAIMS**

General Fund.....	\$513,110.98
Sewer .....	\$61,580.57
Insurance .....	\$40,936.65
Parks Projects.....	\$28,637.75
Library Fund .....	\$120,749.23
Park/Rec.....	\$20,594.86
TIF 1 .....	\$7,928.70
Motor Fuel Tax Fun.....	\$3,783.54
Fountain Fund.....	\$395.17
Tort Liability Fund.....	\$349.00
Sewer Construction.....	\$610,988.35
SSA.....	\$166.40
TIF 3 .....	\$125,921.76
Belleville Illinois Tourism .....	\$2,798.43
TIF 15 Carlyle Greenmount.....	\$189,731.82
TIF 16 Route 15 West Corridor.....	\$52,289.14
Police Trust.....	\$1,552.74
Narcotics .....	\$20,000.55
TIF 17 E Main Street .....	\$26,194.80
TIF 19 Frank Scott Parkway.....	\$90,246.54
TIF 20 Rt 15/S Green Mnt.....	\$3,395.17

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

## REPORTS

### Housing Report of Cash Receipts for FY 2014-2015

Alderman Kinsella made a motion seconded by Alderman Heisler to receive and file the Housing Report of Cash Receipts for FY 2014-2015.

All members present voted aye.

### Zoning Board of Appeals Advisory Board

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.

Alderman Hult made a motion seconded by Alderman Schneider to approve 53-Aug-14 – Gregg Crawford and have the proper ordinance drawn.

All members present voted aye.

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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.

Alderman Seibert made a motion seconded by Alderman White to approve 54-Aug-14 – Adam Nordmoe/Peach Yogurt Bar, LLC d/b/a Junction and have the proper ordinance drawn.

All members present voted aye.

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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

Alderman Hult made a motion seconded by Alderman White to approve 55-Aug14 – Laura Spelbring/Turned Treasures Gallery and have the proper ordinance drawn.

All members present voted aye.

**ORAL REPORTS****Ordinance & Legal Review**

Alderman Kinsella made a motion seconded by Alderman Davidson to approve contract for codification services with American Legal Publishing, subject to review and approval by the City Attorney.

*Discussion...*

Alderman Hayden requested this issue postponed for (1) nothing has been included in the packet on how this was bid and the cost; (2) shouldn't the city attorney review and provide an opinion before we approve it instead of after?

City Attorney Hoerner stated there was a memo provided as to the process that was utilized to the ordinance and legal review committee and didn't realize until shortly before the meeting that the memo was not included. Alderman Hayden requested to review the memo before a vote is taken. City Attorney Hoerner stated the thought process from the committee meeting was that the recommendation was made upon conducting interviews of the three firms and ranked them and the goal was to get approval of the rank before a contract was negotiated.

Alderman Kinsella asked who was on the committee; City Attorney Hoerner stated the committee that interviewed the three firms, one was live and two were via video conference, was comprised of Mayor Eckert, City Clerk, Assistant City Clerk, Emily Fultz and Eric Schauster of the Economic Development department and City Attorney Hoerner. The interviews were conducted and a unanimous consensus of the order of the recommended firms. The firms provide similar services i.e. legal review, recommendations, reorganization of the Code, electronic media, server hosting, future review, supplement services. All three firms came in below the budgeted amount. Alderman Davison asked if the firm that was selected number one has clients in the states; City Attorney Hoerner stated yes they have several municipalities in the state including a handful of local ones i.e. Chicago, O'Fallon, Swansea.

Alderman Davidson asked Alderman Hayden if this settles his questions; Alderman Hayden stated he wanted to see documentation. Alderman Davidson stated Alderman Hayden did not want to see paper upstairs; Alderman Hult called for point of order. Alderman Davidson withdrew his question. Alderman Hayden asked for the floor and stated he does not understand the gentleman from Ward 3 but said he has continued from traffic committee earlier this week to this meeting and Alderman Hayden told Alderman Davidson his comments, his thuggery and ways of trying to conduct himself is not going to intimidate him (Ward 5). Alderman Hayden requested to see the paperwork – Alderman Hayden stated he is not going to take it outside like Alderman Davidson wanted to before...Mayor Eckert banged the gavel.

Alderman Hult asked that the meeting minutes be included for review; Mayor Eckert stated if they are ready.

Alderman Hayden made a motion seconded by Alderman Schneider to postpone until October 7, 2014 in order to review the memorandum.

Members voting aye on roll call: Heisler, Kinsella, Hult, Rujawitz, Randle, Anthony, Davidson, Silsby, Hayden, Seibert, White, Galetti, Musgrove, Orlet and Schneider. (15)  
Alderman Schmidt excused.

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Alderman Schneider requested the Mayor to recognize her when she raises her hand and to also recognize the other side of the room.

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Alderman Kinsella made a motion seconded by Alderman Anthony to approve the limits for incremental property tax abatement for the City's application for a new Enterprise Zone.

Members voting aye on roll call: Heisler, Kinsella, Hult, Rujawitz, Randle, Anthony, Davidson, Silsby, Hayden, Seibert, White, Galetti, Musgrove, Orlet and Schneider. (15)  
Alderman Schmidt excused.

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Alderman Kinsella made a motion seconded by Alderman White to approve the authorization to submit Taxing District Resolution to district governing boards for authorization.

Members voting aye on roll call: Heisler, Kinsella, Hult, Rujawitz, Randle, Anthony, Davidson, Silsby, Hayden, Seibert, White, Galetti, Musgrove, Orlet and Schneider. (15)  
Alderman Schmidt excused.

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Alderman Kinsella made a motion seconded by Alderman Randle 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.

All members present voted aye.

### **Planning Commission**

Alderman White made a motion seconded by Alderman Seibert to approve the Preliminary Plat for Belle Valley III.

Members voting aye on roll call: Heisler, Kinsella, Hult, Rujawitz, Randle, Anthony, Davidson, Silsby, Hayden, Seibert, White, Galetti, Musgrove, Orlet and Schneider. (15)  
Alderman Schmidt excused.

**Finance Committee**

Alderman Silsby made a motion seconded by Alderman Seibert to approve reimbursement of \$7,262.75 to Stonehenge HOA for City's portion of street sealing expenses for two streets in Stonehenge neighborhood.

*Discussion...*

Mayor Eckert stated this will be coming from the general fund. Alderman Hult wanted to publically commend City Engineer, Tim Gregowicz on his initiative suggesting even though the homeowners chose a contractor that was not the lowest bidder the City should pay their portion based on the lowest bid.

Members voting aye on roll call: Heisler, Kinsella, Hult, Rujawitz, Randle, Anthony, Davidson, Silsby, Hayden, Seibert, White, Galetti, Musgrove, Orlet and Schneider. (15)  
Alderman Schmidt excused.

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Alderman Silsby made a motion seconded by Alderman Hayden to approve city paying approximately \$4,500 for walk of fame labor expenses, to be paid from TIF 1 by loan from TIF 3 and the location will be moved from the NE quadrant to the NW quadrant. Alderman Hult stated she will abstain due to the fact she is on the Belleville Historical Society.

Members voting aye on roll call: Heisler, Kinsella, Rujawitz, Randle, Anthony, Davidson, Silsby, Hayden, Seibert, White, Galetti, Musgrove, Orlet and Schneider. (14)  
Alderman Schmidt excused. (1)  
Alderman Hult abstains.

**Master Sewer Committee**

Alderman Heisler made a motion seconded Alderman Randle by Alderman to have the below read by title only and as a group. Alderman Hayden requested item 2 to be read as a separate vote due to his affiliation with Belleville Khoury League.

All members present voted aye.

Motion to approve LTCP Change Order No. 10 – Belleville WRF/CSO from Korte & Luitjohan Contractors in the amount of \$20,480.29.

Motion to approve First Flush Basin Sludge Removal and Disposal Bid from Metro Ag in the amount of \$282,130.00.

Motion to approve six (6) Easement Agreements from the City of Belleville to the City of Belleville:

08-28.0-209-006

08-28.0-235-027, 08-28.0-235-028, 08-28.0-235-029

08-28.0-209-004

08-28.0-235-011, 08-28.0-235-012, 08-28.0-235-013, 08-28.0-235-014

08-28.-236-023

08-21.0-440-022

Members voting aye on roll call: Heisler, Kinsella, Hult, Rujawitz, Randle, Anthony, Davidson, Silsby, Hayden, Seibert, White, Galetti, Musgrove, Orlet and Schneider. (15)

Alderman Schmidt excused.

Motion to approve one (1) easement granted from City of Belleville to Khoury League Inc.

08-28.0-209-005

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

Alderman Hayden abstained. (1)

Alderman Schmidt excused.

### **Streets and Grades Committee**

#### **Intersection Improvements at West Main & 23rd Street**

Alderman Seibert made a motion seconded by Alderman Kinsella to approve EFK Moen, LLC for design in the amount of \$29,150.00.

#### *Discussion...*

Alderman Schneider stated in discussion during the Streets and Grades that Lindenwood student walk wherever. Alderman Schneider recommended the City place the traffic signal. Alderman Schneider spoke about the pool that was supposed to be between the City, Lindenwood and the YMCA and nothing further has been discussed and now Lindenwood now wants more perhaps Lindenwood can pay for the study.

Alderman White read the following statement:

The issue of considering an Intersection Design Study by EFK Moen was referred by the Streets and Grades Committee to the Traffic Committee and was addressed at the August 13, 2014 Traffic Committee meeting. The driving concern was presented as the safety of Lindenwood University students crossing the street at W. Main St. and 23<sup>rd</sup> St. After much discussion, a vote was taken and the motion to approve the study did not advance. The consensus was to address the safety issue at the next Traffic Committee meeting.

The issue was again discussed at the Streets and Grades Committee and, once again, referred to Traffic. Once again, the issue was discussed in depth at the Traffic Committee with committee members opposed to the proposal. They presented alternatives to the expense of a study at this time while addressing

Lindenwood University's safety concerns. The motion to approve the intersection study was made by a proponent of the study and seconded. The committee vote would not have advanced the study. However, the mayor was in attendance and broke the tie.

During this meeting it was stated that the presentation of alternatives by some of the members was a delaying tactic. I take offense at this accusation. We were elected to be good stewards of the taxpayers' money. We are faced with many challenges that require our attention. We must be responsible in the allocation of tax dollars. I believe that a thorough discussion of the expenditure of almost \$30,000.00 was not only warranted but responsible. I personally spent many hours doing research on this issue and my opinions, as well as all committee members' opinions and recommendations, were a necessary and productive part of the debate.

At this time I will present my objections to committing almost \$30,000.00 to the study and, suggest common sense alternative. A four way traffic signal at the intersection of W. Main St. and 23<sup>rd</sup> St will address Lindenwood University's pedestrian traffic concern while improving the safety of vehicle exiting and entering the parking lots on both sides of Main St.

Most of the Lindenwood parking lots have access to 23<sup>rd</sup> St. The new State Crime Lab's parking lot exits onto 23<sup>rd</sup> St. The students will be able to cross the street while traffic has a red light as opposed to a flashing yellow light.

I am not opposed to doing a design study at a future date. Dr. Wingo, Lindenwood University Dean of Students indicated that she expects the number of dormitory students to rise to 2,500. However, Lindenwood doesn't know where future growth will occur.

Some of the concerns brought up in Traffic Committee included; increased dormitory residency, increased night time events, and the flow of traffic on Main St. if a traffic light is installed. We don't know when and where the dormitory growth will happen. As for the traffic flow, I believe technology exists to sequence traffic lights. I know light sequencing allows passage through several traffic lights without stopping if observing the speed limit. Belleville East High School has one traffic light with 4 lanes of traffic and 45 mile per hour speed limits. Vehicles park on the opposite side of Carlyle for many events during the school year. This situation does not trigger an expensive study. However adult students at a private university crossing with a 25 mile per hour speed limit and yellow flashing crossing lights do?

I submit that sometimes it is right to act on identifiable problems without external consultation. If you have a running toilet at home and, upon inspection, notice a worn out and cracked plastic or rubber flapper, is it more prudent to go to a hardware store and replace it yourself or to hire a plumber?

When asked directly by Alderman Hayden what Dr Wingo, Dean of Students, wanted, she said "...a (traffic) light."

City Engineer, Tim Gregowicz stated part of the \$29,000 is to put together design roadway plans and to study traffic. City Engineer Gregowicz stated all the documentation has been provided to the traffic committee and streets and grades committee.

Alderman Schneider stated there is no room to make more lanes. Alderman Schneider stated this money can go for streets and/or equipment.

Alderman Kinsella stated he totally disagrees with this and is not an engineer and that is why the City pays other people to do studies. Alderman Kinsella asked if the City had ever installed a light without having a study done. Alderman Kinsella stated a study must be done in order to do this right.

Alderman Hult concurred with her colleagues that this would have died in committee except for the interference of the Mayor on multiple occasions. Alderman Hult disputed what Alderman Kinsella said about putting up traffic regulation devices whether they are lights or signs without studies. It is the regular practice of the traffic committee to put up signs in various places; in fact, they were ask to adopt state and local restrictions and it was decided to do it the Belleville way. Alderman Hult stated what is being proposed to do is modify behavior i.e. driving a car, crossing the street. Spending \$29k is not going to change the behavior of a boy who is late for class. Alderman Hult stated this is wasting the public's money on something that is common sense. This is a frustration the public has on government overspending money.

Alderman Hayden stated in rebuttal to the engineer's statement if there are figures use \$5,000 to do some form of a study and in response to Alderman Kinsella Hayden does not recall any study that was done for the pedestrian lights at 23<sup>rd</sup> & Main and as well as the one at the entrance of the school at the circle drive. It was discussed at the traffic committee and then again at the streets and grades committee as to what will be studied. Alderman Hayden stated the university has made it clear they are not finished building which could possibly necessitate another study at the tax payers' expense. Alderman Hayden suggested previously that this encompass Union School where there are small students. There is no room to widen the street due to the sidewalks.

Mayor Eckert requested Alderman Seibert to take his chair so he can step to the microphone and address the aldermen.

Mayor Eckert stated besides being the Mayor of the City of Belleville, the Chief Executive Officer, he has daily involvement with staff, committees and partners in the City i.e. Lindenwood University. Mayor Eckert stated Lindenwood has called and he and the City Engineering, Tim Gregowicz have been out there many times and they have been concerned about traffic. Mayor Eckert stated there was a student hit approximately a year ago near the tennis courts which prompted the flashing yellow light which remain to be ineffective. This is a concern of Dr. Wingo which she has had conversation with the police department. The current zone is 25 mph. The dorm that will open in two to three weeks will house approximately 200 students. Mayor Eckert asked Emily Fultz if the plans had been submitted for the second dorm; she stated no. Mayor Eckert stated next year the two dorms will have approximately

400 students. There are students that currently reside on A Street and there are a number of students residing at the Linx Lodge. Mayor Eckert stated Lindenwood has invested 30 to 35 million already not counting the two dorms. Mayor Eckert stated the City Engineer, Tim Gregowicz does not have the time or tools/talents in his office to study this project. Mayor Eckert stated it is possible to include Union School.

Mayor Eckert resumed his seat and chaired the remainder of the meeting.

Alderman White stated in his statement he did not mention a co-payment from Lindenwood University despite the fact the City gives them \$150,000 per year. Secondly, Alderman White reminded Dr. Wingo stated Lindenwood, as far as she knows, where all of the expansion of 500 dormitory students will occur. Alderman White stated he is not opposed to a traffic study but would like to wait until Lindenwood decides when and where the growth will occur.

Alderman Schneider stated she made the motion in streets and grades to deny and send back to traffic. Alderman Schneider stated the students must cross the street properly.

Alderman Randle stated he lives and grew up a couple of blocks from Lindenwood University. Alderman Randle said he agrees with Alderman Hult that you will not be able to modify student behavior. Alderman Randle stated the 25 mph starts at 37<sup>th</sup> Street. Alderman Randle spoke about his experiences with the speed of traffic. Alderman Randle stated Belleville West High School had approximately 3000 students attending, crossing the street. If the lights are installed and if we are to think the students will utilize the crosswalks is folly. On the other hand, if we are going to do a study to make sure turn lanes are being applied appropriately that traffic from both sides of 23<sup>rd</sup> Street whether it be north or south is able to move freely and uncontested. Alderman Randle stated at this time he is more concerned with having a traffic study in place as opposed to putting up lights that will do nothing except provide another red, yellow, green we go again.

Alderman Hult stated that both Mayor Eckert and Alderman Randle have mentioned expanding the scope of the study and yet there is no motion on the table to do so. Alderman Hult stated the limit is from South 22<sup>nd</sup> to West Calvin approach. (West Calvin is not a street)

Members voting aye on roll call: Heisler, Kinsella, Rujawitz, Anthony, Davidson, Silsby, Seibert, Musgrove. (8)

Members voting nay on roll call: Hult, Randle, Hayden, White, Galetti, Orlet and Schneider. (7)

Alderman Schmidt excused.

Note: Mayor Eckert stated that City Attorney Hoerner advised him that he needed to vote because the vote needs to be a majority of the council.

Alderman Hayden called point of order stating Mayor Eckert already banged the gavel. Mayor Eckert stated he banged the gavel to get attention. Mayor Eckert called on Alderman Hayden and requested that he not put words in his mouth; Alderman Hayden responded that the Mayor missed his opportunity to vote. Alderman Hult stated the Mayor only votes in a tie; City Attorney Hoerner stated that is not true. City Attorney Hoerner stated under section 3.1-40-30 of the municipal code where the Mayor votes is when ½ of the aldermen elected have voted in favor of an ordinance, resolution or motion even

though there is no tie vote and the reason why the vote is needed is because this involves an expenditure of money. Under 3.1-40-40 it requires a concurrence of a majority of all members holding office including the Mayor.

Alderman Hayden stated when the Mayor took the vote from the clerk and gaveled the voting is closed. City Attorney Hoerner stated he does know the basis for suggesting he missed his opportunity to vote; Alderman Hayden stated when the vote is passed from the clerk to the chair and the gavel is banged.

City Attorney Hoerner stated under the statute cited the Mayor is entitled to vote; however, if the people want to prevent the voting he will research the issue but the vote has already been cast. Alderman Galetti stated if it happened how Alderman Hayden said it happened can the Mayor still vote legally; City Attorney Hoerner stated he will have to research since quite frankly he has never encountered this circumstance where there has been an effort to prevent the Mayor from voting in a time/circumstance where a Mayor is entitled to vote under the municipal code.

Alderman Schneider asked the Mayor if he asked the clerk what the vote was. Alderman Schneider stated the Mayor should not ask what the vote is until the Mayor votes.

City Attorney Hoerner stated there are three circumstances when the Mayor can vote (1) vote of the aldermen is resulted in a tie; (2) when ½ of the aldermen elected have voted in favor of an ordinance, resolution or motion even though there is not a tie; (3) when a vote greater than a majority of corporate authorities are required for the resolution or motions.

Alderman Hult said the issue is not a question of a legal opinion; it is a parliamentary procedure opinion. Clearly City Attorney Hoerner is not trained in parliamentary procedure; therefore; his opinion is no different than anyone else's opinion.

Alderman Hayden requested to go on record filing an official objection to this vote, there is no doubt in his mind and would like it noted in the record that the vote was finalized, the Mayor did not vote in a timely basis and therefore his vote should be null and void. The vote was tallied, given to the Mayor and the Mayor said 8 to 7 and the gavel was banged.

Mayor Eckert stated this motion carries and Alderman Hayden's motion is filed and legal advice will be required. Mayor Eckert stated in 9.5 years this is the second time he has ever voted in a council meeting. Mayor Eckert stated he turned to City Attorney Hoerner for clarification. Mayor Eckert stated he used his gavel due to many voices, once again, disrespectfully talking.

Alderman Hayden stated in rebuttal it works both ways.

Alderman Davidson inquired as to the status of the vote; Mayor Eckert stated this will be reviewed and will be revisited at the next meeting.

Mayor Eckert stated in the meantime he and the City Engineer, Tim Gregowicz will sit down with EFK Moen about the scope of the work and will have additional answers with the questions raised tonight, as well.

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Alderman White made a motion seconded by Alderman Hayden to install traffic lights with pedestrian crossing lights at West Main & 23<sup>rd</sup> Street with no traffic study.

*Discussion...*

Members voting aye on roll call: Hult, Hayden, White, Orlet and Schneider. (5)

Members voting nay on roll call: Heisler, Kinsella, Rujawitz, Randle, Anthony, Davidson, Silsby, Galetti, Seibert, Musgrove. (10)

Alderman Schmidt excused.

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Alderman Hult made motion to amend seconded by Alderman Schneider to expand the scope of the study will be extended to 27<sup>th</sup> Street, include Union School officials and send back to traffic committee to obtain the particulars and new cost.

Members voting aye on roll call: Hult, Randle, Hayden, White, Galetti, Orlet and Schneider. (7)

Members voting nay on roll call: Heisler, Kinsella, Rujawitz, Anthony, Davidson, Silsby, Seibert, Musgrove. (8)

Alderman Schmidt excused.

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### **15-17 South High Parking Lot**

Alderman Seibert made a motion seconded by Alderman Hayden to approve Hank's Contracting in the amount of \$75,261.90.

Members voting aye on roll call: Heisler, Kinsella, Hult, Rujawitz, Randle, Anthony, Davidson, Silsby, Hayden, Seibert, White, Galetti, Musgrove, Orlet and Schneider. (15)

Alderman Schmidt excused.

### **COMMUNICATIONS**

Alderman Hayden made a motion seconded by Alderman Seibert to have the below read by title only and as a group. Alderman Hult requested item A to be read as a separate item due to affiliation with Belleville Historical Society.

All members present voted aye.

- 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.

All but one of the members present voted aye.

Alderman Hult abstained.

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- 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. 17<sup>th</sup> Street & 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 on Main Street from 3<sup>rd</sup> Street to Charles Street (High Street will remain open for traffic until it becomes a safety issue with the Police Chief and the Mayor).

Alderman Seibert moved and Alderman Hayden seconded that items B through E be approved.

All members present voted aye.

### PETITIONS

None.

### RESOLUTIONS

Alderman Silsby made a motion seconded by Alderman Seibert to have the below read by title only and as a group. Alderman Silsby requested item C to be read as a separate item.

All members present voted aye.

- 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.

Alderman Silsby made a motion seconded by Alderman Seibert to approve Resolutions 3200 and 3201. Members voting aye on roll call: Heisler, Kinsella, Hult, Rujawitz, Randle, Anthony, Davidson, Silsby, Hayden, Seibert, White, Galetti, Musgrove, Orlet and Schneider. (15)  
Alderman Schmidt excused.

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Alderman Silsby made a motion seconded by Alderman Seibert to have Resolution 3202 read by title only.  
All members present voted aye.

C. RESOLUTION 3202

A Resolution in Opposition to the 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.

Discussion...

Alderman Hult requested a recess to review Resolution 3202. Mayor Eckert called for a five minute recess.

Upon reconvening Mayor Eckert stated this is a resolution in opposition to the Certificate of Need Application submitted to the Illinois Health Facilities and Services Review Board by St. Elizabeth Hospital of the Hospital Sisters of the Third Order of St. Francis for the proposed Hospital replacement project. This resolution spells out many of the concerns that have been talked about, that have been editorialized and discussed with counsel. Mayor Eckert stated Mr. Silberman feels this resolution is necessary as we move forward to the public hearing of October 2, 2014 at Lindenwood University and as we get closer to the CON Review Board meeting which will be possibly in the November.

Alderman Kinsella called point of order to have the clerk read the resolution by title only.

Alderman Galetti stated regarding the last paragraph on the first page...where does that information come from; Mayor Eckert stated Mr. Silberman. Alderman Galetti stated so the two hospitals will be within a mile of exit 16 in O'Fallon and Shiloh as being the new St. Elizabeth/Memorial campus. Alderman Galetti asked City Attorney Hoerner if he knew what Mr. Silberman's conclusion is based upon; City Attorney Hoerner stated it is based upon the application and he has also review the application and transcript of the prior certificate of need that was approved for Memorial Hospital.

Alderman Hult asked (1) the timing...it is very frustrating again to be hit with something that has to be done this minute so is there a reason this could not have been emailed; Mayor Eckert stated it was received today; (2) Alderman Hult is distressed with the number of emotional trigger words in the document, it does not seem very professional, it seems highly emotional and it is disturbing; (3) when this was first discussed it was talked about offering the hospital alternate proposals they may not have discussed and was part of the money that was agreed to spend on the attorney that there would be alternate proposals; (4) is there a need for the resolution as far as the board.

City Attorney Hoerner stated first, with respect to the alternative proposals, requests were made to meet with St. Elizabeth's and they declined. With respect to the resolution in opposition; is there a legal requirement that it be there? No. But, the City of O'Fallon has submitted as part of their application a resolution supporting it. City Attorney Hoerner feels it would be beneficial that this city council go on record as to its position with respect to the application to certificate of need.

Alderman Hult stated paragraph 2 talks about economically challenged households and especially those in communities surrounding Belleville. Alderman Hult feels that is going outside of the realm to consider that. Alderman Hult referred to paragraph 4 where we are accusing a business of going out to advance their interest of their own business sets a bad precedence. Alderman Hult stated the tone of the resolution is disturbing and the trigger words do not reflect well on the City.

Alderman Kinsella addressed Alderman Galetti as to the bottom on page 1 "access to health care".

Mayor Eckert advised the attorney the City hired worked at one time for the Certificate of Need Board as Chief Legal Counsel and he crafted this resolution so if it seems sharp or harsh this is who was agreed to be hired.

Alderman Schneider requested that everyone sit together and remain united at the October 2, 2014 meeting.

Alderman Hayden apologized for his and Alderman Silsby's sidebar conversation. He is supporting Resolution 3202 and hopes all of his colleagues will do the same.

Mayor Eckert recommended making phone calls, submitting letters in opposition, contacting higher up elected officials. Mayor Eckert stated Patti Gregory has come to his office and a number of her friends are taking a very active grassroots effort to write letters. Mr. Silberman will be sending a draft proposed petition that will be circulated.

Mayor Eckert stated a local business contacted him and he met with them and learned they will most likely be closing due to St. Elizabeth taking a big chunk of their local business. i.e. outsourcing, no longer working with them. Mayor Eckert stated there is no mass transit planned for the hospital in O'Fallon. Public transportation will be needed for employees to get to work.

Alderman Randle asked City Attorney Hoerner if he were to put himself in Mr. Silberman's position regarding the last paragraph on page 1 with regards to answering the question in front of the board. Mayor Eckert stated that will be addressed.

Mayor Eckert stated shortly after he became mayor he sat down with the administration at St. Elizabeth's per their request in 2005 and they shared drawings and plans to build new in Belleville.

Alderman Hult stated she feels there is time to go over the resolution, she thinks this makes the City look like bullies. Alderman Kinsella stated it should be left up to the attorney that was hired. Alderman Hult requested copies that have gone before this board. Alderman Galetti agrees with Alderman Hult with rewording.

Alderman Silsby made a motion seconded by Alderman Seibert to approve Resolution 3202.  
Members voting aye on roll call: Heisler, Kinsella, Rujawitz, Randle, Anthony, Davidson, Silsby, Hayden, Seibert, Musgrove, Orlet and Schneider. (12)  
Members voting nay on roll call: Hult, Galetti. (2)  
Alderman White abstains due to conflict of interest. (1)  
Alderman Schmidt excused.

### ORDINANCES

Alderman Silsby made a motion seconded by Alderman Seibert to have the below read by title only and as a group.

All members present voted aye.

- 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.

Alderman Silsby made a motion seconded by Alderman Seibert to approve Ordinance Nos. 7801, 7805, 7806 and 7807.

Members voting aye on roll call: Heisler, Kinsella, Hult, Rujawitz, Randle, Anthony, Davidson, Silsby, Hayden, Seibert, White, Galetti, Musgrove, Orlet and Schneider. (15)  
Alderman Schmidt excused.

### UNFINISHED BUSINESS

Alderman Hult stated there was a comment in the newspaper and would like to give the Police Chief the opportunity to give his side that we are not using the license reader that was purchased; Police Chief Clay stated he has no idea where that came from and is untrue and is used every day.

Alderman Hult stated she recently missed a meeting and watched it online and is not impressed with the camera quality.

Alderman Hult stated someone brought to her attention that they were going to be charged to rent a room at the Library i.e. rules. Mayor Eckert suggested addressing with the Library Board.

Alderman Hult addressed police and fire commission does not pass the state legal test and any actions they take may come back upon the City; City Attorney Hoerner stated the memo he issued on August

28, 2014 speaks for itself. City Attorney Hoerner stated when the codification is reviewed this can be addressed.

Alderman Hult stated some were present at a Chamber of Commerce function and it was mentioned that the City Clerk formerly attended representing Belleville; however, that has changed and she would like clarification. Mayor Eckert stated Emily Fultz, Director of Economic Development has always gone to Chamber meetings. City Clerk, Dallas Cook, stated Chairman Kern stated that Linda Fields used to be on the Government Affairs Committee and he thanked her for that although she was not present. City Clerk Cook stated he would like to be a part of that and informed the Chairman of the Committee, Mary Lamie, and Ms. Lamie informed him that it had been filled by Emily Fultz. City Clerk Cook stated that he would like to be involved, if invited, as well as anything else that he can do. City Clerk Cook stated he is left out.

Alderman Hayden addressed Alderman Hult by saying she needs to understand in trying to bring up comments, fairness and do the right thing by replacing the person with the previous person and its called Belleville/St. Clair County politics and that's why City Clerk Cook is not on that committee and nor will he ever be. Mayor Eckert requested to be noted that he totally disagrees with the statement.

### MISCELLANEOUS & NEW BUSINESS

Alderman Seibert made a motion seconded by Alderman Schneider to approve the motor fuel claims in the amount of \$3,783.54.

Members voting aye on roll call: Heisler, Kinsella, Hult, Rujawitz, Randle, Anthony, Davidson, Silsby, Hayden, Seibert, White, Galetti, Musgrove, Orlet and Schneider. (15)  
Alderman Schmidt excused.

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### EXECUTIVE SESSION

Alderman Kinsella made a motion seconded by Alderman Heisler to go into executive session to discuss personnel, litigation, property acquisition and sale of property.

Entered executive session at 9:14 p.m.  
Resumed from Executive Session at 9:30 p.m.

### ADJOURNMENT

Alderman Hayden made a motion seconded by Alderman Galetti to adjourn at 9:31 pm.  
All members present voted aye.

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Dallas B. Cook, City Clerk



**CITY OF BELLEVILLE PAYMENT SUMMARY  
COUNCIL MEETING - OCTOBER 6, 2014**

**GENERAL FUND**

00 - Revenue	\$172,638.15
50 - Administration	\$134,650.55
51 - Police	\$144,798.97
52 - Fire	\$91,987.54
53 - Streets	\$40,917.19
54 - Parks	\$28,103.00
55 - Cemetery	\$4,573.60
56 - Hlth/Sanitation	\$101,241.89
58 - Police/Fire Comm	\$3,865.00
60 - Legal	\$28,843.62
61 - Health & Housing	\$12,933.75
62 - Economic Planning & Dev	\$3,831.18
82 - Mayor	\$4,750.02
84 - Human Resources	\$1,930.52
85 - Clerk	\$5,179.25
87 - Maintenance	\$26,141.03
88 - Engineering	\$4,468.90
<b>GF TOTAL</b>	<u>\$815,949.63</u>

**SEW OPERATIONS**

75 - Collections	\$21,218.86
77 - Lines	\$29,994.15
78 - Plant	\$115,777.45
<b>SEWER TOTAL</b>	<u>\$166,990.46</u>

03 - Insurance Fund	\$412,235.57
04 - Library	\$113,070.67
07 - Park/Rec	\$20,454.29
13 - Motor Fuel Tax Fund	\$40,095.61
14 - Fountain Fund	\$1,026.07
22 - Sewer Repair & Replacement	\$3,810.44
24 - Sewer Const.	\$64,629.85
25 - Sewer Bond & Interest	\$74,804.16
30 - SSA	\$6,474.58
32 - Library Gift Endowment	\$42.38
38 - TIF 3	\$244,633.49
54 - TIF 12 Sherman St	\$50,192.98
71 - Police Trust	\$664.50
72 - NARCOTICS	\$48.69
73 - LLE Block Grant	\$21,884.57
75 - TIF 17 E Main Street	\$1,250.00

**ALL FUNDS TOTAL** \$2,038,257.94



VENDOR #	NAME	DEPT.	AMOUNT
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01 GENERAL FUND

	ADMINISTRATION		
CO139	CONSTELLATION NEWENERGY, INC	01-50	18,736.98

	**TOTAL ADMINISTRATION		18,736.98
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	PARKS DEPARTMENT		
CO139	CONSTELLATION NEWENERGY, INC	01-54	6,267.50

	**TOTAL PARKS DEPARTMENT		6,267.50
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01 GENERAL FUND		GRAND TOTAL	25,004.48
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SYS DATE:09/12/14

CITY OF BELLEVILLE  
C L A I M S H E E T  
Friday September 12, 2014

SYS TIME:11:35

[NCS]

DATE: 09/12/14

PAGE 2

VENDOR #	NAME	DEPT.	AMOUNT
=====			
03	INSURANCE FUND		
IN033	IPMG	03-00	55,353.21
	**TOTAL		55,353.21
	03 INSURANCE FUND	GRAND TOTAL	55,353.21

DATE: 09/12/14

Friday September 12, 2014

PAGE 3

VENDOR #	NAME	DEPT.	AMOUNT
=====			
04	LIBRARY		
1057	TRIBOUT DISTRIBUTORS	04-00	850.25
1361	EDWARDSVILLE PUBLIC LIBRARY	04-00	15.99
163	GROSS, DONALD L	04-00	27.80
173	BAKER & TAYLOR CONTINUATION SERVICE	04-00	5,128.41
176	BARCOM ELECTRONIC, INC.	04-00	150.00
181	BASIC HARDWARE CENTER, INC.	04-00	133.25
2192	SHERWIN - WILLIAMS CO.	04-00	7.56
272	BUSTER'S TIRE MART	04-00	27.92
2876	FAIRVIEW HEIGHTS PUBLIC LIBRARY	04-00	31.99
367	DEMCO, INC.	04-00	329.61
393	DUTCH HOLLOW JANITORIAL SUPPLIES	04-00	1,020.40
398	EBSCO	04-00	9,886.88
402	EGYPTIAN STATIONERS, INC.	04-00	41,515.31
447	GALE GROUP, THE	04-00	355.88
453	GAYLORD BROTHERS	04-00	105.60
4546	AUDIO EDITIONS	04-00	371.62
5385	INGRAM LIBRARY SERVICES	04-00	64.90
5805	BETHALTO PUBLIC LIBRARY	04-00	39.99
6651	PETTY CASH-LIBRARY	04-00	349.20
704	MICROTEK DOCUMENT IMAGING SYSTEMS	04-00	356.00
8092	DA-COM CORPORATION	04-00	1,104.10
AB002	ABRAHAM LINCOLN PRESIDENTIAL	04-00	318.00
AI004	AIRMASTERS CORPORATION	04-00	338.00
AM011	AMAZON.COM LLC	04-00	2,663.33
CO054	COLLINSVILLE MEMORIAL PUBLIC LIBRARY	04-00	12.00
CO139	CONSTELLATION NEWENERGY, INC	04-00	2,146.71
DA028	DA-COM CORPORATION	04-00	364.00
FA018	FAMILY ROOTS PUBLISHING CO	04-00	34.60
ID004	ID LABEL INC	04-00	92.00
IM011	IMAGING OFFICE SYSTEMS, INC	04-00	25,448.00
IN027	INNOVATION EXPERTS	04-00	275.00
MA129	MASCOUTAH PUBLIC LIBRARY	04-00	40.00
NE016	NEWSBANK INC	04-00	3,374.80
OF004	OFFICE DEPOT	04-00	150.89
SI005	SIX MILE REGIONAL LIBRARY DISTRICT	04-00	9.99
TE023	TELEVEND SERVICES INC	04-00	192.65
	**TOTAL		97,332.63
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04	LIBRARY	GRAND TOTAL	97,332.63

VENDOR #	NAME	DEPT.	AMOUNT
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21 SEWER OPERATION & MAINTENANCE

CO139	SEWER PLANT CONSTELLATION NEWENERGY, INC	21-78	11,707.94
	**TOTAL SEWER PLANT		11,707.94

21 SEWER OPERATION & MAINTENANCE	GRAND TOTAL	11,707.94
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VENDOR #	NAME	DEPT.	AMOUNT
30	SPECIAL SERVICE AREA		
CO139	CONSTELLATION NEWENERGY, INC	30-00	89.35
	**TOTAL		89.35
	30 SPECIAL SERVICE AREA	GRAND TOTAL	89.35

VENDOR #	NAME	DEPT.	AMOUNT
32	LIBRARY - GIFT ENDOWMENT		
447	GALE GROUP, THE	32-00	42.38
	**TOTAL		42.38
	32 LIBRARY - GIFT ENDOWMENT	GRAND TOTAL	42.38
	GRAND TOTAL FOR ALL FUNDS:		189,529.99
	TOTAL FOR REGULAR CHECKS:		148,762.34
	TOTAL FOR DIRECT PAY VENDORS:		40,767.65

VENDOR #	NAME	DEPT.	AMOUNT
=====			
21	SEWER OPERATION & MAINTENANCE		
	SEWER COLLECTION		
2127	BRASWELL, DAVID	21-75	108.59
AR038	ARCYNISKI, WILBERT	21-75	50.86
AS013	ASSOCIATED HOLDING LLC	21-75	33.90
BE134	BEAN, KEITH	21-75	107.18
CO143	COX, BRIAN	21-75	104.60
DO047	DOS GORDITOS	21-75	150.00
IS003	ISENOGLE, JOHN	21-75	197.14
MA130	MARTIN, WILLIAM	21-75	107.77
MA131	MAGGIO, TOM	21-75	11.72
SC118	SCOTT, LAVON	21-75	82.46
	**TOTAL SEWER COLLECTION		954.22
	21 SEWER OPERATION & MAINTENANCE	GRAND TOTAL	954.22
	GRAND TOTAL FOR ALL FUNDS:		954.22
	TOTAL FOR REGULAR CHECKS:		954.22

=====

A/P MANUAL CHECK POSTING LIST

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

=====

VENDOR #	NAME	DEPT.	AMOUNT
01 GENERAL FUND			
ME006	METRO EAST AUTO	01-00	172,613.15
	**TOTAL		172,613.15
FIRE DEPARTMENT			
3586	GREATER BELLEVILE CHAMBER OF COMM	01-52	20.00
	**TOTAL FIRE DEPARTMENT		20.00
PARKS DEPARTMENT			
888	FS TURF SOLUTIONS	01-54	620.50
	**TOTAL PARKS DEPARTMENT		620.50
HEALTH & SANITATION			
296	CHEMSEARCH	01-56	248.64
	**TOTAL HEALTH & SANITATION		248.64
PLANNING & ECONOMIC DEVELOPMENT			
3586	GREATER BELLEVILE CHAMBER OF COMM	01-62	20.00
	**TOTAL PLANNING & ECONOMIC DEVELOPMENT		20.00
01 GENERAL FUND		GRAND TOTAL	173,522.29

=====

A/P MANUAL CHECK POSTING LIST

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

=====

VENDOR #	NAME	DEPT.	AMOUNT
13	MOTOR FUEL TAX FUND		
666	MACLAIR ASPHALT COMPANY	13-00	2,659.97
	**TOTAL		2,659.97
	13 MOTOR FUEL TAX FUND	GRAND TOTAL	2,659.97



VENDOR #	NAME	DEPT.	AMOUNT
01 GENERAL FUND			
5954	STRANO PROPERTY MANAGEMENT	01-00	25.00
	**TOTAL		25.00
ADMINISTRATION			
2102	AMERENIP	01-50	48,818.24
4902	AT & T	01-50	1,191.03
551	ILLINOIS AMERICAN WATER	01-50	9,124.38
5987	ILLINOIS DEPT OF STATE POLICE	01-50	109.50
7185	ILLINOIS COUNTIES RISK MGMT TRUST	01-50	1,058.00
805	BELLEVILLE POST OFFICE	01-50	490.00
830	PYRAMID ELECTRICAL CONTRACTORS, I	01-50	251.00
AD022	ADVANTICA	01-50	696.73
AT010	AT & T LONG DISTANCE	01-50	2.47
CH030	CHARTER COMMUNICATIONS	01-50	205.00
CI008	CITY OF BELLEVILLE	01-50	43,720.60
DE064	ADVANTICA	01-50	66.81
ES002	ADVANTICA	01-50	4,253.85
RE058	REGIONS BANK	01-50	204.13
ST162	STANDARD INSURANCE CO	01-50	506.05
WI097	WINDSTREAM COMMUNICATIONS	01-50	5,215.78
	**TOTAL ADMINISTRATION		115,913.57
POLICE DEPARTMENT			
1728	HEROS IN STYLE	01-51	276.23
2180	CENTURY PRINTING CO	01-51	1,781.00
3430	FIRESTONE CAR CENTER	01-51	1,100.00
365	WIRELESS USA	01-51	2,213.90
3916	VOGT OIL CO., INC.	01-51	17,031.65
402	EGYPTIAN STATIONERS, INC.	01-51	147.61
5882	TOWN HALL SPORTS	01-51	256.00
657	LEON UNIFORM COMPANY, INC.	01-51	115.95
7103	WAL-MART	01-51	47.87
7302	WEST GROUP PAYMENT CTR	01-51	148.65
8092	DA-COM CORPORATION	01-51	448.48
926	SECRETARY OF STATE	01-51	202.00
AD014	ADE-OLU CLEANERS 169	01-51	552.00
AD022	ADVANTICA	01-51	1,117.53
CI008	CITY OF BELLEVILLE	01-51	102,227.23
CO076	COPE MARINE	01-51	31.31
ES002	ADVANTICA	01-51	6,786.59
FA026	FACTORY MOTOR PARTS CO	01-51	3,959.53
IL008	COMMUNICATIONS REVOLVING FUND	01-51	1,623.11
ME034	MERTZ FORD MILLSTADT	01-51	326.32
OF004	OFFICE DEPOT	01-51	62.15
OF006	OFFICE ESSENTIALS INC	01-51	176.26
OL008	OLIVER C JOSEPH GMC	01-51	103.76
OR001	O'REILLY AUTO PARTS	01-51	183.93
RE058	REGIONS BANK	01-51	459.81

VENDOR #	NAME	DEPT.	AMOUNT
01 GENERAL FUND			
POLICE DEPARTMENT			
SP020	SPLISH SPLASH EXPRESS CAR WASH	01-51	401.00
ST162	STANDARD INSURANCE CO	01-51	569.25
TH048	THE BANK OF EDWARDSVILLE	01-51	134.05
TI027	TIBURON, INC	01-51	1,614.00
UN027	UNIFIRST CORP	01-51	23.80
VA035	VAN'S YAMAHA/POLARIS	01-51	678.00
**TOTAL POLICE DEPARTMENT			144,798.97
FIRE DEPARTMENT			
1117	WEISSENBORN BOAT & LAWN EQUIPMENT	01-52	67.00
159	AUFFENBERG FORD LINCOLN MERCURY	01-52	92.58
182	BANNER FIRE EQUIPMENT INC	01-52	4,334.53
3445	DAVE SCHMIDT TRUCK SERVICE	01-52	465.47
3916	VOGT OIL CO., INC.	01-52	4,845.74
4665	JACOBS, ARTHUR JR.	01-52	488.35
4902	AT & T	01-52	448.69
5125	PENET, JEAN-PAUL	01-52	832.62
5205	PASS SECURITY	01-52	78.00
696	MECKFESSEL TIRE CO.	01-52	230.50
7103	WAL-MART	01-52	325.26
726	CLEAN THE UNIFORM COMPANY	01-52	163.25
7452	MIDWEST OCCUPATIONAL MEDICINE	01-52	617.40
8092	DA-COM CORPORATION	01-52	42.46
AD022	ADVANTICA	01-52	754.41
BA076	BATTERIES PLUS BULBS	01-52	138.34
BE133	BECK, KEVIN	01-52	519.38
CH030	CHARTER COMMUNICATIONS	01-52	281.87
CI008	CITY OF BELLEVILLE	01-52	68,888.21
DA028	DA-COM CORPORATION	01-52	161.00
EA019	EACHUS, JOHN	01-52	288.28
ES002	ADVANTICA	01-52	4,585.11
HO034	HOME DEPOT CREDIT SERVICES	01-52	820.80
IM012	IMGRUND, MATT	01-52	337.38
MA114	MAHONEY, RYAN	01-52	43.13
MI009	MIDWEST INDUSTRIAL SUPPLIES & SER	01-52	897.34
ST111	STEIGERWALD, PAUL	01-52	688.54
ST162	STANDARD INSURANCE CO	01-52	373.75
TI020	TIBURON	01-52	128.00
UP000	UPS STORE, THE	01-52	30.15
**TOTAL FIRE DEPARTMENT			91,967.54
STREETS			
159	AUFFENBERG FORD LINCOLN MERCURY	01-53	370.62
181	BASIC HARDWARE CENTER, INC.	01-53	191.74
277	CAMPER EXCHANGE, INC.	01-53	377.67
3445	DAVE SCHMIDT TRUCK SERVICE	01-53	221.81
3916	VOGT OIL CO., INC.	01-53	7,854.07

VENDOR #	NAME	DEPT.	AMOUNT
01 GENERAL FUND			
STREETS			
393	DUTCH HOLLOW JANITORIAL SUPPLIES	01-53	1,640.48
402	EGYPTIAN STATIONERS, INC.	01-53	134.06
413	ERB TURF & UTILITY EQUIPMENT, INC	01-53	464.37
4178	UPCHURCH	01-53	1,317.50
515	HOME-BRITE ACE HARDWARE	01-53	93.96
5509	OLD DOMINION BRUSH CO.	01-53	275.72
5622	KORTE, SANDRA E.	01-53	15.00
7141	AL'S AUTOMOTIVE SUPPLY, INC.	01-53	51.99
8207	MIDWEST LUBE, INC.	01-53	306.58
926	SECRETARY OF STATE	01-53	105.00
AD022	ADVANTICA	01-53	202.61
AR002	ARROW TERMINAL LLC	01-53	53.98
CH030	CHARTER COMMUNICATIONS	01-53	89.99
CI008	CITY OF BELLEVILLE	01-53	19,177.70
EC008	ECON-O-JOHNS	01-53	90.00
ES002	ADVANTICA	01-53	1,244.49
FA002	FASTENAL COMPANY	01-53	2.75
HO034	HOME DEPOT CREDIT SERVICES	01-53	17.69
KI006	KIMBALL MIDWEST	01-53	202.58
LI015	LINE-X OF SOUTHWEST ILLINOIS	01-53	495.00
OL008	OLIVER C JOSEPH GMC	01-53	388.30
OR001	O'REILLY AUTO PARTS	01-53	271.23
PL000	PLAZA AUTO PARTS	01-53	315.56
RE061	RED-E-MIX LLC	01-53	1,960.00
SI027	SIGN A RAMA SWANSEA	01-53	158.00
ST162	STANDARD INSURANCE CO	01-53	103.50
TR050	TRAFFIC CONTROL COMPANY-ILLINOIS	01-53	2,197.04
UN027	UNIFIRST CORP	01-53	432.75
WA066	WARNING LITES OF SOUTHERN ILLINOI	01-53	93.45
**TOTAL STREETS			40,917.19
PARKS DEPARTMENT			
163	GROSS, DONALD L	01-54	7.31
181	BASIC HARDWARE CENTER, INC.	01-54	177.70
2102	AMERENIP	01-54	5,192.58
277	CAMPER EXCHANGE, INC.	01-54	25.56
378	DINTELMANN NURSERY & GARDEN CTR,	01-54	42.00
385	DON'S HARDWARE, INC.	01-54	13.61
3916	VOGT OIL CO., INC.	01-54	4,106.36
393	DUTCH HOLLOW JANITORIAL SUPPLIES	01-54	68.78
4902	AT & T	01-54	381.65
515	HOME-BRITE ACE HARDWARE	01-54	12.98
5205	PASS SECURITY	01-54	195.00
551	ILLINOIS AMERICAN WATER	01-54	903.00
7678	SHILOH VALLEY EQUIPMENT	01-54	148.92
782	OVERHEAD DOOR CO. OF ST. LOUIS	01-54	1,074.75
834	QUALITY RENTAL CENTER	01-54	80.00
888	FS TURF SOLUTIONS	01-54	624.00

DATE: 10/06/14

Monday October 06,2014

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PAGE 4

VENDOR #	NAME	DEPT.	AMOUNT
01 GENERAL FUND			
PARKS DEPARTMENT			
AD022	ADVANTICA	01-54	66.87
AM040	GREENO, GLENN G	01-54	330.00
BI028	BI-COUNTY SMALL ENGINE CENTER	01-54	89.50
CH030	CHARTER COMMUNICATIONS	01-54	6.32
CI008	CITY OF BELLEVILLE	01-54	5,296.86
DE065	DERO BIKE RACK CO	01-54	846.85
ES002	ADVANTICA	01-54	404.16
HO034	HOME DEPOT CREDIT SERVICES	01-54	5.00
JO048	JOHNNY ON THE SPOT 347	01-54	220.00
KI006	KIMBALL MIDWEST	01-54	260.00
KR001	KRAUS AUTOMOTIVE	01-54	264.04
PL000	PLAZA AUTO PARTS	01-54	46.62
RE058	REGIONS BANK	01-54	174.82
ST162	STANDARD INSURANCE CO	01-54	34.50
UN027	UNIFIRST CORP	01-54	115.26
**TOTAL PARKS DEPARTMENT			21,215.00
CEMETERY DEPARTMENT			
157	ATLAS ALARM CO., INC.	01-55	90.00
3916	VOGT OIL CO., INC.	01-55	1,263.94
500	HARTMANN FARM SUPPLY	01-55	328.82
AD022	ADVANTICA	01-55	31.50
CI008	CITY OF BELLEVILLE	01-55	2,223.94
ES002	ADVANTICA	01-55	200.43
HE079	HEAVY DUTY EQUIPMENT	01-55	35.48
OF004	OFFICE DEPOT	01-55	249.99
ST162	STANDARD INSURANCE CO	01-55	17.25
UN027	UNIFIRST CORP	01-55	132.25
**TOTAL CEMETERY DEPARTMENT			4,573.60
HEALTH & SANITATION			
181	BASIC HARDWARE CENTER, INC.	01-56	94.72
2125	GRASS ROOTS LAWN CARE INC	01-56	6,719.00
272	BUSTER'S TIRE MART	01-56	6,638.12
277	CAMPER EXCHANGE, INC.	01-56	423.45
3445	DAVE SCHMIDT TRUCK SERVICE	01-56	14,257.54
3916	VOGT OIL CO., INC.	01-56	11,664.22
4902	AT & T	01-56	140.79
5622	KORTE, SANDRA E.	01-56	15.00
6311	MILAM RECYCLING & DISPOSAL FACILI	01-56	17.65
926	SECRETARY OF STATE	01-56	105.00
AD022	ADVANTICA	01-56	142.28
CA045	CARQUEST	01-56	180.17
CI008	CITY OF BELLEVILLE	01-56	12,791.26
CO073	COTTONWOOD HILLS RDF	01-56	34,607.59
DE018	DELTA GASES	01-56	464.27
ES002	ADVANTICA	01-56	870.02

VENDOR #	NAME	DEPT.	AMOUNT
=====			
01	GENERAL FUND		
HEALTH & SANITATION			
MA045	MADD TOWING INC	01-56	495.00
PA034	PARKS, MICHAEL JR	01-56	100.00
RE072	REPUBLIC SERVICES RECYCLING-SOUTH	01-56	4,358.92
ST023	STATEWIDE TIRE OF ST LOUIS	01-56	2,966.64
ST043	ST LOUIS COMPOSTING INC	01-56	3,504.00
ST162	STANDARD INSURANCE CO	01-56	86.25
UN027	UNIFIRST CORP	01-56	351.36
**TOTAL HEALTH & SANITATION			100,993.25
POLICE & FIRE COMM.			
170	BAITMAN, CLAY	01-58	3,865.00
**TOTAL POLICE & FIRE COMM.			3,865.00
LEGAL DEPARTMENT			
6617	FLYNN, GUYMON & GARAVALLIA	01-60	235.25
CO142	COCHRAN, DAVID	01-60	23.50
DU026	DUANE MORRIS LLP	01-60	28,508.65
MA132	MATTISON, RICHARD	01-60	48.79
SC119	SCHNITZLER, JONI	01-60	21.68
ST162	STANDARD INSURANCE CO	01-60	5.75
**TOTAL LEGAL DEPARTMENT			28,843.62
HEALTH & HOUSING			
1314	BERTCO RUBBER STAMPS & ENGRAVING	01-61	17.30
2180	CENTURY PRINTING CO	01-61	418.00
272	BUSTER'S TIRE MART	01-61	80.00
3187	SHEAR DELIGHT	01-61	150.00
3916	VOGT OIL CO., INC.	01-61	1,432.01
7632	PATTERSON AUTOMOTIVE	01-61	32.85
7816	OFFICETEAM	01-61	686.40
7911	PROFESSIONAL TITLE CO	01-61	225.00
884	ST CLAIR COUNTY RECORDER OF DEEDS	01-61	58.50
AD022	ADVANTICA	01-61	102.28
CI008	CITY OF BELLEVILLE	01-61	8,686.58
ER008	ERLINGER, STAN	01-61	350.00
ES002	ADVANTICA	01-61	631.58
ST162	STANDARD INSURANCE CO	01-61	63.25
**TOTAL HEALTH & HOUSING			12,933.75
PLANNING & ECONOMIC DEVELOPMENT			
402	EGYPTIAN STATIONERS, INC.	01-62	310.54
7960	SCHAUSTER, ERIC	01-62	15.00
AD022	ADVANTICA	01-62	32.74
CI008	CITY OF BELLEVILLE	01-62	3,217.08
ES002	ADVANTICA	01-62	197.82

VENDOR #	NAME	DEPT.	AMOUNT
01 GENERAL FUND			
PLANNING & ECONOMIC DEVELOPMENT			
FU005	FULTZ, EMILY	01-62	15.00
ST162	STANDARD INSURANCE CO	01-62	23.00
**TOTAL PLANNING & ECONOMIC DEVELOPMENT			3,811.18
MAYOR			
3916	VOGT OIL CO., INC.	01-82	192.67
AD022	ADVANTICA	01-82	39.33
CI008	CITY OF BELLEVILLE	01-82	3,703.98
ES002	ADVANTICA	01-82	237.64
RE058	REGIONS BANK	01-82	34.15
ST162	STANDARD INSURANCE CO	01-82	17.25
VA009	VANDALIA BUS LINES INC	01-82	525.00
**TOTAL MAYOR			4,750.02
FINANCE			
AD022	ADVANTICA	01-83	21.62
CI008	CITY OF BELLEVILLE	01-83	2,190.61
ES002	ADVANTICA	01-83	130.71
RE058	REGIONS BANK	01-83	264.00
ST162	STANDARD INSURANCE CO	01-83	17.25
**TOTAL FINANCE			2,624.19
HUMAN RESOURCES/COMMUNITY DEV			
7452	MIDWEST OCCUPATIONAL MEDICINE	01-84	608.00
AD022	ADVANTICA	01-84	10.50
CI008	CITY OF BELLEVILLE	01-84	1,061.92
ES002	ADVANTICA	01-84	63.60
RE058	REGIONS BANK	01-84	175.00
ST162	STANDARD INSURANCE CO	01-84	11.50
**TOTAL HUMAN RESOURCES/COMMUNITY DEV			1,930.52
CLERKS			
1112	WATTS COPY SYSTEM, INC.	01-85	648.20
1793	FEDEX	01-85	401.92
AD022	ADVANTICA	01-85	37.37
CI008	CITY OF BELLEVILLE	01-85	3,749.00
ES002	ADVANTICA	01-85	197.52
QU006	QUILL CORP	01-85	116.49
ST162	STANDARD INSURANCE CO	01-85	28.75
**TOTAL CLERKS			5,179.25
TREASURER			
AD022	ADVANTICA	01-86	38.66
CI008	CITY OF BELLEVILLE	01-86	2,117.47

VENDOR #	NAME	DEPT.	AMOUNT
01 GENERAL FUND			
TREASURER			
ES002	ADVANTICA	01-86	303.65
ST162	STANDARD INSURANCE CO	01-86	11.50
**TOTAL TREASURER			2,471.28
MAINTENANCE			
1082	VACUUM CLEANER EXCHANGE CO.	01-87	5.00
181	BASIC HARDWARE CENTER, INC.	01-87	54.33
214	BELLEVILLE SUPPLY COMPANY	01-87	21.60
2435	GATEWAY INDUSTRIAL POWER	01-87	2,031.97
277	CAMPER EXCHANGE, INC.	01-87	41.98
3916	VOGT OIL CO., INC.	01-87	660.64
393	DUTCH HOLLOW JANITORIAL SUPPLIES	01-87	5,976.72
4356	HONEYWELL INTERNATIONAL INC	01-87	4,247.60
5642	ARAMARK UNIFORM SERVICES	01-87	290.00
661	LIESE LUMBER CO., INC.	01-87	39.00
726	CLEAN THE UNIFORM COMPANY	01-87	95.57
8151	WEX BANK	01-87	47.67
AD022	ADVANTICA	01-87	89.11
BE056	BEL-O PEST SOLUTIONS	01-87	330.00
CI008	CITY OF BELLEVILLE	01-87	8,609.79
ES002	ADVANTICA	01-87	538.38
IL052	ILLINOIS OFFICE OF STATE FIRE MAR	01-87	75.00
K0022	KONE INC	01-87	967.37
MI078	MIDWEST ELEVATOR CO	01-87	292.00
PL000	PLAZA AUTO PARTS	01-87	7.99
ST162	STANDARD INSURANCE CO	01-87	46.00
SU027	SUPERIOR ELEVATOR INSPECTIONS	01-87	150.00
TR050	TRAFFIC CONTROL COMPANY-ILLINOIS	01-87	770.00
VO010	VOSS LIGHTING	01-87	448.56
WE023	WEINLAND REFRIGERATION	01-87	304.75
**TOTAL MAINTENANCE			26,141.03
ENGINEERING			
2180	CENTURY PRINTING CO	01-88	209.00
3916	VOGT OIL CO., INC.	01-88	133.30
402	EGYPTIAN STATIONERS, INC.	01-88	1,215.75
AD022	ADVANTICA	01-88	39.33
CI008	CITY OF BELLEVILLE	01-88	2,648.43
ES002	ADVANTICA	01-88	205.84
ST162	STANDARD INSURANCE CO	01-88	17.25
**TOTAL ENGINEERING			4,468.90
01 GENERAL FUND	GRAND TOTAL		617,422.86

VENDOR #	NAME	DEPT.	AMOUNT
=====			
03	INSURANCE FUND		
IN033	IPMG	03-00	356,882.36
	**TOTAL		356,882.36
	03 INSURANCE FUND	GRAND TOTAL	356,882.36

VENDOR #	NAME	DEPT.	AMOUNT
=====			
04	LIBRARY		
2102	AMERENIP	04-00	1,091.97
4902	AT & T	04-00	91.46
551	ILLINOIS AMERICAN WATER	04-00	100.89
7103	WAL-MART	04-00	251.59
AD022	ADVANTICA	04-00	153.54
CH030	CHARTER COMMUNICATIONS	04-00	135.00
CI008	CITY OF BELLEVILLE	04-00	10,817.28
ES002	ADVANTICA	04-00	948.98
RE058	REGIONS BANK	04-00	949.38
ST162	STANDARD INSURANCE CO	04-00	122.10
WI097	WINDSTREAM COMMUNICATIONS	04-00	1,075.85
	**TOTAL		----- 15,738.04
	04 LIBRARY	GRAND TOTAL	15,738.04

VENDOR #	NAME	DEPT.	AMOUNT
07 PLAYGROUND AND RECREATION			
1199	BELLEVILLE, DEBBIE	07-00	45.00
176	BARCOM ELECTRONIC, INC.	07-00	143.75
201	BELLEVILLE BOWLING & SPORTS SHOP	07-00	1,153.50
219	BEN FRANKLIN	07-00	8.24
2244	SWITZER FOOD & SUPPLIES	07-00	382.55
402	EGYPTIAN STATIONERS, INC.	07-00	454.62
4902	AT & T	07-00	96.62
4989	MINTON ENTERPRISES	07-00	673.00
6465	SIGNS N SUCH	07-00	457.00
6493	GREEN GUARD FIRST AID & SAFETY	07-00	14.84
7103	WAL-MART	07-00	267.79
834	QUALITY RENTAL CENTER	07-00	300.00
957	CURT SMITH SPORTING GOODS, INC.	07-00	432.90
961	SOUTHWEST ILLINOIS ASSN. OF UMPIRE	07-00	4,000.00
AD022	ADVANTICA	07-00	49.83
AM036	AMERICAN BOTTLING	07-00	147.00
BE127	BELLEVILLE 200	07-00	2,720.00
BE132	BEGGS, CHRISTINA	07-00	37.50
CI008	CITY OF BELLEVILLE	07-00	2,654.80
CR025	CRAIN TREE FARM & NURSERY	07-00	100.00
DE064	ADVANTICA	07-00	31.80
ES002	ADVANTICA	07-00	269.44
KI026	KIM'S ICE CREAM LLC	07-00	192.00
KO017	KOKOTOVICH, BECKY	07-00	59.00
ME059	MEDLEY, JOHN JR	07-00	37.50
OF004	OFFICE DEPOT	07-00	673.81
PI023	PITNEY BOWES GLOBAL FINANCIAL SER	07-00	160.14
RE058	REGIONS BANK	07-00	1,762.61
RP001	RPS BOLLINGER	07-00	705.00
SK001	SKAER, DANNY	07-00	1,734.40
ST162	STANDARD INSURANCE CO	07-00	37.15
WI049	WINNING STREAK INC	07-00	652.50
	**TOTAL		20,454.29
07 PLAYGROUND AND RECREATION	GRAND TOTAL		20,454.29

VENDOR #	NAME	DEPT.	AMOUNT
13 MOTOR FUEL TAX FUND			
3153	SCI ENGINEERING INC	13-00	265.10
666	MACLAIR ASPHALT COMPANY	13-00	3,203.54
EL001	ELECTRICO, INC.	13-00	9,582.39
FO033	FOURNIE CONTRACTING COMPANY, INC	13-00	10,389.45
KA009	KASKASKIA ENGINEERING GROUP LLC	13-00	1,964.99
ST167	STATE TREASURER	13-00	12,030.17
	**TOTAL		37,435.64
	13 MOTOR FUEL TAX FUND	GRAND TOTAL	37,435.64

VENDOR #	NAME	DEPT.	AMOUNT
14 FOUNTAIN FUND			
551	ILLINOIS AMERICAN WATER	14-00	268.01
EN019	ENGINEERED SYSTEMS INC	14-00	758.06
	**TOTAL		1,026.07
	14 FOUNTAIN FUND	GRAND TOTAL	1,026.07

VENDOR #	NAME	DEPT.	AMOUNT
<b>21 SEWER OPERATION &amp; MAINTENANCE</b>			
SEWER COLLECTION			
305	CITY OF BELLEVILLE	21-75	1,653.97
AD022	ADVANTICA	21-75	31.50
AM007	AMERICAN WATER	21-75	1,610.19
CI008	CITY OF BELLEVILLE	21-75	3,417.68
ES002	ADVANTICA	21-75	194.01
IN021	INPUT TECHNOLOGY INC	21-75	5,730.58
PA076	PAYMENT SERVICE NETWORK, INC	21-75	106.30
ST013	STOOKEY TOWNSHIP	21-75	7,485.91
ST162	STANDARD INSURANCE CO	21-75	34.50
**TOTAL SEWER COLLECTION			20,264.64
SEWER LINES			
1423	EHRET PLUMBING & HEATING, INC.	21-77	11,854.61
181	BASIC HARDWARE CENTER, INC.	21-77	45.57
2384	HOMETOWN ACE HARDWARE	21-77	7.98
3445	DAVE SCHMIDT TRUCK SERVICE	21-77	152.60
3916	VOGT OIL CO., INC.	21-77	1,012.46
401	H EDWARDS EQUIPMENT, INC.	21-77	14.75
4578	SCHULTE SUPPLY	21-77	341.20
6493	GREEN GUARD FIRST AID & SAFETY	21-77	71.63
7103	WAL-MART	21-77	33.77
AD022	ADVANTICA	21-77	76.70
BO006	BOBCAT OF ST LOUIS	21-77	1,286.13
BR073	BRECKENRIDGE OF ILLINOIS LLC	21-77	1,371.73
CA067	CABLE CENTER, THE	21-77	3,231.00
CI008	CITY OF BELLEVILLE	21-77	6,256.56
ES002	ADVANTICA	21-77	463.75
KL002	KLUCKER, RANDY	21-77	107.63
MI072	MIDWEST VAC PRODUCTS, LLC	21-77	770.95
PL000	PLAZA AUTO PARTS	21-77	70.93
QU012	QUALITY CHEMICAL CO	21-77	2,350.69
SA049	SAFETY INTERNATIONAL LLC	21-77	300.00
ST162	STANDARD INSURANCE CO	21-77	53.30
UN027	UNIFIRST CORP	21-77	120.21
**TOTAL SEWER LINES			29,994.15
SEWER PLANT			
159	AUFFENBERG FORD LINCOLN MERCURY	21-78	63.77
176	BARCOM ELECTRONIC, INC.	21-78	3,693.60
181	BASIC HARDWARE CENTER, INC.	21-78	503.12
2102	AMERENIP	21-78	25,775.19
2125	GRASS ROOTS LAWN CARE INC	21-78	3,425.00
2435	GATEWAY INDUSTRIAL POWER	21-78	945.00
2810	AMANN, RICHARD	21-78	200.00
3445	DAVE SCHMIDT TRUCK SERVICE	21-78	2,097.02
3738	CARLTON-BATES COMPANY	21-78	61.65
3916	VOGT OIL CO., INC.	21-78	788.21

VENDOR #	NAME	DEPT.	AMOUNT
21 SEWER OPERATION & MAINTENANCE			
SEWER PLANT			
393	DUTCH HOLLOW JANITORIAL SUPPLIES	21-78	150.17
4561	SONNENBERG LANDSCAPING	21-78	95.85
4578	SCHULTE SUPPLY	21-78	322.00
486	HANK'S EXCAVATING & LANDSCAPING,	21-78	100.00
4902	AT & T	21-78	627.34
515	HOME-BRITE ACE HARDWARE	21-78	158.98
5416	AMERICAN MESSAGING	21-78	70.19
551	ILLINOIS AMERICAN WATER	21-78	1,067.38
5575	PRAXAIR DISTRIBUTION, INC.	21-78	149.55
5882	TOWN HALL SPORTS	21-78	140.00
6493	GREEN GUARD FIRST AID & SAFETY	21-78	37.55
661	LIESE LUMBER CO., INC.	21-78	13.41
696	MECKFESSEL TIRE CO.	21-78	457.96
7185	ILLINOIS COUNTIES RISK MGMT TRUST	21-78	3,140.00
7452	MIDWEST OCCUPATIONAL MEDICINE	21-78	65.00
7591	USA BLUEBOOK	21-78	992.51
8056	NEXTEL COMMUNICATIONS	21-78	22.81
8132	WASTE MANAGEMENT OF ST. LOUIS	21-78	982.56
AD022	ADVANTICA	21-78	247.90
AG000	AGRO DISTRIBUTION, LLC	21-78	5,775.00
BI028	BI-COUNTY SMALL ENGINE CENTER	21-78	173.84
CI008	CITY OF BELLEVILLE	21-78	18,320.56
CJ001	C J GOODALL TIRE CO, INC	21-78	55.10
ES002	ADVANTICA	21-78	1,554.17
GL012	GLACIAL ENERGY OF ILLINOIS	21-78	5,002.98
HO034	HOME DEPOT CREDIT SERVICES	21-78	185.67
KT000	KTURBO USA, INC	21-78	1,335.00
LO010	LOWE'S	21-78	168.96
MC026	MCLAUGHLIN HOIST & CRANE	21-78	3,511.11
NU001	CARSON, MICKEY D	21-78	6,975.00
PL000	PLAZA AUTO PARTS	21-78	36.11
SC114	SCHREIBER PURE INGENUITY	21-78	727.60
SI024	EVOQUA WATER TECHNOLOGIES LLC	21-78	4,067.75
ST162	STANDARD INSURANCE CO	21-78	153.45
UN027	UNIFIRST CORP	21-78	93.81
VA001	VANDEVANTER ENGINEERING	21-78	8,448.46
WI097	WINDSTREAM COMMUNICATIONS	21-78	1,091.22
	**TOTAL SEWER PLANT		104,069.51
21 SEWER OPERATION & MAINTENANCE GRAND TOTAL			154,328.30

SYS DATE:09/30/14

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

SYS TIME:14:24

DATE: 10/06/14

Monday October 06,2014

[NCS]  
PAGE 15

VENDOR #	NAME	DEPT.	AMOUNT
=====			
22	SEWER REPAIR & REPLACEMENT FUND		
MC026	MCLAUGHLIN HOIST & CRANE	22-00	3,810.44
	**TOTAL		----- 3,810.44
	22 SEWER REPAIR & REPLACEMENT FUND GRAND TOTAL		3,810.44

VENDOR #	NAME	DEPT.	AMOUNT
24 SEWER CONSTRUCTION FUND			
1423	EHRET PLUMBING & HEATING, INC.	24-00	36,662.51
486	HANK'S EXCAVATING & LANDSCAPING,	24-00	10,632.34
CR043	CRAWFORD, MURPHY & TILLY INC	24-00	5,200.00
GO028	GONZALEZ COMPANIES, LLC	24-00	12,135.00
	**TOTAL		64,629.85
24 SEWER CONSTRUCTION FUND		GRAND TOTAL	64,629.85

VENDOR #	NAME	DEPT.	AMOUNT
=====			
25	SEWER BOND AND INTEREST FUND		
6086	ILLINOIS EPA	25-00	74,804.16
	**TOTAL		74,804.16
	25 SEWER BOND AND INTEREST FUND	GRAND TOTAL	74,804.16

VENDOR #	NAME	DEPT.	AMOUNT
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30 SPECIAL SERVICE AREA

2102	AMERENIP	30-00	132.05
551	ILLINOIS AMERICAN WATER	30-00	753.18
6870	BELLEVILLE PARKS & RECREATION	30-00	500.00
BE127	BELLEVILLE 200	30-00	5,000.00

	**TOTAL		6,385.23
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30 SPECIAL SERVICE AREA	GRAND TOTAL	6,385.23
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VENDOR #	NAME	DEPT.	AMOUNT
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38 TIF 3 (CITY OF BELLEVILLE)

1423	EHRET PLUMBING & HEATING, INC.	38-00	5,920.00
1547	THOUVENOT WADE & MOERCHEN	38-00	950.00
1920	JACK SCHMITT FORD, INC.	38-00	49,918.00
486	HANK'S EXCAVATING & LANDSCAPING,	38-00	37,494.60
830	PYRAMID ELECTRICAL CONTRACTORS, I	38-00	5,860.00
AD000	ADAMSON INDUSTRIES	38-00	923.05
AS007	ASH, TRACY	38-00	52.11
BE092	BENOIST BROTHERS SUPPLY	38-00	21,791.09
EC002	ECONOMIC DEVELOPMENT RESOURCES	38-00	526.30
FI044	1ST ALLIANCE REAL ESTATE, INC AS	38-00EE	600.00
HE082	W J HENRICHS, INC	38-00	43,678.33
KA009	KASKASKIA ENGINEERING GROUP LLC	38-00	14,106.91
KI027	KIEFER, STEVE	38-00	9,700.50
LA068	LAWRENCE GROUP	38-00	30,054.03
MI077	MILLENNIA PROFESSIONAL SERVICES	38-00	4,110.00
PA017	PARKER CONSULTING SERVICES	38-00	4,421.50
PA048	PARKER CONSULTING SERVICES	38-00	280.45
PR054	PRESERVATION RESEARCH OFFICE	38-00	1,500.00
ST167	STATE TREASURER	38-00	10,946.62
VO006	VOLKERT INC	38-00	1,800.00

-----  
 \*\*TOTAL 244,633.49

38 TIF 3 (CITY OF BELLEVILLE) GRAND TOTAL 244,633.49

VENDOR #	NAME	DEPT.	AMOUNT
=====			
54	TIF 12 (SHERMAN STREET)		
EL001	ELECTRICO, INC.	54-00	744.37
FO033	FOURNIE CONTRACTING COMPANY, INC	54-00	49,448.61
	**TOTAL		50,192.98
	54 TIF 12 (SHERMAN STREET)	GRAND TOTAL	50,192.98

VENDOR #	NAME	DEPT.	AMOUNT
71	POLICE TRUST		
657	LEON UNIFORM COMPANY, INC.	71-00	664.50
	**TOTAL		664.50
	71 POLICE TRUST	GRAND TOTAL	664.50

SYS DATE:09/30/14

CITY OF BELLEVILLE  
C L A I M S H E E T  
Monday October 06,2014

SYS TIME:14:24

[NCS]

DATE: 10/06/14

PAGE 22

VENDOR #	NAME	DEPT.	AMOUNT
73	LOCAL LAW ENFORCEMENT BLOCK GRAN		
CI012	CITY OF EAST ST LOUIS	73-00	21,884.57
	**TOTAL		21,884.57
	73 LOCAL LAW ENFORCEMENT BLOCK GRAN	GRAND TOTAL	21,884.57

VENDOR #	NAME	DEPT.	AMOUNT
=====			
75	TIF 17 (EAST MAIN STREET )		
HA140	HAMILTON ENGINEERING	75-00	1,250.00
	**TOTAL		----- 1,250.00
	75 TIF 17 (EAST MAIN STREET )	GRAND TOTAL	1,250.00
	GRAND TOTAL FOR ALL FUNDS:		1,671,542.78
	TOTAL FOR REGULAR CHECKS:		1,594,174.81
	TOTAL FOR DIRECT PAY VENDORS:		77,367.97



SYS DATE 093014  
[GSCI]

CITY OF BELLEVILLE  
STATEMENT OF CASH AND INVESTMENTS  
AS OF THE MONTH & YEAR 07/14

SYS TIME 14:53

NAME OF FUND	CASH ON HAND	INVESTMENTS	FUNDS AVAILABLE
GENERAL FUND	\$1,775,630.20	\$1,085,772.74	\$2,861,402.94
PARKS PROJECT FUND	\$67,207.13	\$75,195.24	\$142,402.37
INSURANCE FUND	\$155,313.31	\$ .00	\$155,313.31
LIBRARY	\$566,214.74	\$401,041.58	\$967,256.32
PAYROLL ACCOUNT	\$73,164.89	\$ .00	\$73,164.89
PLAYGROUND AND RECREATION	\$410,329.53	\$706,686.46	\$1,117,015.99
TIF 1 (NW SQUARE)	\$17,371.92	\$ .00	\$17,371.92
TIF 2 (NE SQUARE)	\$67,098.16	\$30,077.74	\$97,175.90
RETIREMENT FUND	\$368,984.83	\$ .00	\$368,984.83
MOTOR FUEL TAX FUND	\$779,795.62	\$100,260.27	\$880,055.89
FOUNTAIN FUND	\$7,172.63	\$ .00	\$7,172.63
TORT LIABILITY FUND	\$186,553.53	\$ .00	\$186,553.53
WALNUT HILL FUTURE CARE FUN	\$6,311.09	\$228,981.64	\$235,292.73
SEWER OPERATION & MAINTENAN	\$882,561.48	\$2,506,509.40	\$3,389,070.88
SEWER REPAIR & REPLACEMENT	\$346,451.19	\$501,301.74	\$847,752.93
SEWER CONSTRUCTION FUND	\$1,509,609.54	\$2,907,228.05	\$4,416,837.59
SEWER BOND AND INTEREST FUN	\$903,111.55	\$1,002,603.77	\$1,905,715.32
SPECIAL SERVICE AREA	\$30,634.48	\$150,390.61	\$181,025.09
WORKING CASH FUND	\$2,352.92	\$370,963.41	\$373,316.33
LIBRARY - GIFT ENDOWMENT	\$5,028.01	\$25,065.07	\$30,093.08
TIF 3 (CITY OF BELLEVILLE)	\$4,854,505.60	\$2,533,146.93	\$7,387,652.53
TIF 4 (N CORNER OF N BELT/1	\$5,962.28	\$20,051.81	\$26,014.09
CAPITAL PROJECTS FUND	\$115.72	\$ .00	\$115.72
BELLEVILLE ILLINOIS TOURISM	\$10,115.47	\$ .65	\$10,116.12
TIF 8 (DOWNTOWN SOUTH)	\$60,981.81	\$10,376.67	\$71,358.48
TIF 9 (SOUTHWINDS ESTATE)	\$40,955.82	\$150,468.76	\$191,424.58
TIF 10 (LOWER RICHLAND CREE	\$684,194.58	\$501,301.74	\$1,185,496.32
TIF 11 (INDUSTRIAL JOB RECO	\$48,826.91	\$50,130.26	\$98,957.17
TIF 12 (SHERMAN STREET)	\$239,122.06	\$50,130.26	\$289,252.32
TIF 13 (DRAKE ROAD)	\$27,849.14	\$100,260.27	\$128,109.41
TIF 14 (ROUTE 15 EAST)	\$55,145.60	\$120,359.33	\$175,504.93
TIF 15 (CARLYLE GREENMOUNT)	\$3,744,201.22	\$ .00	\$3,744,201.22
TIF 16 (ROUTE 15 WEST CORRI	\$16,273.29	\$ .00	\$16,273.29

SYS DATE 093014  
[GSCI]

CITY OF BELLEVILLE  
STATEMENT OF CASH AND INVESTMENTS  
AS OF THE MONTH & YEAR 07/14

SYS TIME 14:53

NAME OF FUND	CASH ON HAND	INVESTMENTS	FUNDS AVAILABLE
SPECIAL SERVICE AREA RESERV	\$2,948.63	\$110,286.39	\$113,235.02
SPECIAL SERVICE AREA BONDS,	\$55,448.44	\$100,260.13	\$155,708.57
2011 TIF BONDS I & S	\$128,482.69	\$ .00	\$128,482.69
2011 Bond Fund I & S	\$709,766.18	\$501,301.74	\$1,211,067.92
POLICE TRUST	\$8,357.77	\$40,104.16	\$48,461.93
NARCOTICS	\$71,408.98	\$50,130.26	\$121,539.24
LOCAL LAW ENFORCEMENT BLOCK	\$78,975.13	\$ .00	\$78,975.13
TIF 17 (EAST MAIN STREET )	\$47,475.80	\$10,102.71	\$57,578.51
TIF 18 (SCHEEL STREET)	\$75,030.91	\$20,051.81	\$95,082.72
TIF 19 (FRANK SCOTT PARKWAY	\$2,550,936.50	\$ .00	\$2,550,936.50
TIF 20 - RT. 15 / S. GREEN	\$15,419.43	\$10,049.51	\$25,468.94
TIF 21 - BELLE VALLEY / PHA	\$87,497.69	\$ .00	\$87,497.69
Totals	<u>\$21,780,894.40</u>	<u>\$14,470,591.11</u>	<u>\$36,251,485.51</u>

GENERAL FUND

01

CASH

CASH IN BANK	\$ 1,283,189.23
CASH IN BANK-CONTINENTAL MAGNA	0.00
CASH IN BANK-RICHLAND CREEK FLOO	26,115.19
CASH IN BANK-EPAY	6,877.15
CASH IN BANK-IKE GRANT/WAGNER	0.00
PETTY CASH	1,425.00
HISTORICAL PRESERVATION-SAVINGS	3,065.19
INVESTMENTS	<u>1,082,372.69</u>
	\$ 2,403,044.45

CASH BALANCE, JULY 1, 2014

\$ 2,403,044.45

RECEIPTS

UTILITY TAX	\$ 244,751.46
BUSINESS LICENSE	1,301.25
BUILDING & SIGN PERMITS	8,970.13
ELECTRICAL PERMITS	2,155.00
ELECTRICAL TESTING FEE	25.00
PLUMBING PERMITS	220.00
HVAC PERMITS	150.00
OCCUPANCY PERMITS	12,750.00
BUSINESS OCCUPANCY PERMITS	2,000.00
HOUSING INSPECTION FEES	16,310.00
CRIME FREE HOUSING	1,700.00
FIRE INSPECTION FEES	4,220.00
EXCAVATION PERMITS	440.00
PARKING PERMITS	2,046.00
STATE INCOME TAX	672,259.62
REPLACEMENT TAX	88,184.40
SALES TAX	503,004.81
LEASED CAR TAX	937.75
TELECOMMUNICATIONS TAX	113,018.80
PARKWAY NORTH BUS DIST SALE TAX	2,440.57
LOCAL USE TAX	63,466.86
HOME RULE SALES TAX	191,642.19
GAMING FEES	13,493.08
COURT FINES	6,063.69
POLICE DEPT VEHICLE DIST.	1,598.73
DUI ENFORCEMENT DISTRIBUTION	622.60
VEHICLE TOW RELEASE FEES	11,350.00
S.O. REGISTRATION FEES	220.00
PARKING FINES	3,280.00
METER COLLECTIONS	8,893.81
TRASH DISPOSAL CHARGES	248,646.67
TRASH TOTES	900.00
CEMETERY INCOME - BURIALS	3,300.00
CEMETERY INCOME-SALE LOTS/GRAVES	2,130.00
CEMETERY INCOME - ENDOWED CARE	270.00
CEMETERY FOUNDATIONS & VASES	214.00
LIEN FEES	380.00
GARAGE PARKING	360.00
WEED CUTTING SERVICES	2,593.25
OTHER SALES & SERVICES	658.50
INTEREST INCOME	531.21
RENTAL INCOME	6,966.00
LEASE'S-SPRINT TOWER	663.57

GENERAL FUND

01

LEASE'S-OTHER	1,725.50
DONATIONS-HISTORIC PRESERVATION	0.26
REIMB. ADMINISTRATION	368.00-
REIMB. POLICE DEPARTMENT	27,897.76
REIMB. FIRE DEPARTMENT	0.02
REIMB. STREET DEPARTMENT	109.08
REIMB. PARKS DEPARTMENT	99.74
REIMB. HEALTH & SANITATION	969.38
REIMB. HEALTH & HOUSING	282.00
REIMB. MAINT. DEPT.	1,541.43
EPAYABLE PROCESSING INCOME	2,131.98
MISCELLANEOUS INCOME	101.00
PROCEEDS-FIXED ASSET SALES	<u>224,047.00</u>
	\$ 2,503,666.10

TOTAL RECEIPTS \$ 2,503,666.10  
TOTAL CASH AVAILABLE \$ 4,906,710.55

DISBURSEMENTS

ADMINISTRATION

SALARIES - REGULAR	\$ 29,094.24
HOSPITAL INSURANCE	2,127.93
RETIRES HEALTH INSURANCE	20,807.36
ACCOUNTING SERVICE	17,000.00
OTHER PROFESSIONAL SERVICES	10,244.92
POSTAGE	10,356.33
TELEPHONE	6,888.44
PUBLISHING	1,071.94
UTILITIES	44,984.34
STREET LIGHTING	30,238.51
FEES & PERMITS	292.00
RENTALS	396.00
OPERATING SUPPLIES	2,344.00
INTEREST PKWY NORTH NOTES	6,236.26
BUILDINGS	2,630.75
EQUIPMENT	1,411.33
PROPERTY TAXES	6,328.06

POLICE DEPARTMENT

POLICE SALARIES-REGULAR	500,358.75
SALARIES - PART-TIME	3,953.34
SALARIES - OVERTIME	52,315.72
PAGER PAY	200.00
HOSPITAL INSURANCE	77,170.17
MAINTENANCE SERVICE - EQUIPMENT	1,954.48
MAINTENANCE SERVICE - VEHICLES	7,927.75
OTHER PROFESSIONAL SERVICES	95.00
TELEPHONE	2,118.89
PRINTING	900.00
DUES	20.00
TRAVEL EXPENSE	781.21
TUITION REIMBURSEMENT	7,850.94
PUBLICATIONS	124.95
RENTALS	22,944.21
OFFICE SUPPLIES	602.31

GENERAL FUND

01

OPERATING SUPPLIES	2,445.48
AUTOMOTIVE FUEL/OIL	21,589.77
EQUIPMENT	1,700.10
EMERGENCY SERVICES TEAM	9,557.50
METER DIVISION	242.00

FIRE DEPARTMENT

SALARIES - REGULAR	344,193.48
SALARIES - OVERTIME	37,446.37
HOSPITAL INSURANCE	52,271.85
MAINTENANCE SERVICE - EQUIPMENT	366.50
MAINTENANCE SERVICE - VEHICLES	7,685.51
OTHER PROFESSIONAL SERVICES	227.00
TELEPHONE	1,382.32
TRAVEL EXPENSE	3,108.00
TRAINING EXPENSE	4,998.88
TUITION REIMBURSEMENT	1,103.08
RENTALS	338.31
MAINT/SUPPLIES EQUIPMENT	311.38
MAINTENANCE SUPPLIES - VEHICLE	52.01
OFFICE SUPPLIES	128.66
OPERATING SUPPLIES	3,748.41
JANITORIAL SUPPLIES	2,363.40
AUTOMOTIVE FUEL/OIL	3,122.89
EQUIPMENT	99.99
MISCELLANEOUS EXPENSE	51.93

STREETS

SALARIES - REGULAR	73,871.12
SALARIES - PART TIME	11,295.00
SALARIES - OVERTIME	3,820.61
HEALTH INSURANCE	14,259.88
MAINTENANCE SERVICE - EQUIPMENT	220.00
MAINTENANCE SERVICE - VEHICLES	3,703.34
MAINTENANCE SERVICE - STREETS	1,496.25
MAINTENANCE SERVICE - GROUNDS	5,275.00
OTHER PROFESSIONAL SERVICES	309.89
TELEPHONE	655.76
LANDFILL FEES	15.00
RENTALS	359.38
MAINTENANCE SUPPLIES- EQUIPMENT	4,242.14
MAINTENANCE SUPPLIES - VEHICLES	293.65
MAINTENANCE SUPPLIES - STREETS	1,351.93
MAINTENANCE SUPPLIES- GROUNDS	1,004.30
MAINTENANCE SUPPLIES-TRAFFIC CON	539.99
OFFICE SUPPLIES	5.25
OPERATING SUPPLIES	538.63
AUTOMOTIVE FUEL/OIL	8,181.34

PARKS DEPARTMENT

SALARIES - REGULAR	20,693.58
SALARIES - PART TIME	21,012.48
SALARIES - OVERTIME	616.03
HOSPITAL INSURANCE	4,190.53
CLOTHING ALLOWANCE	100.00
MAINTENANCE SERVICE - BUILDING	1,632.04
MAINTENANCE SERVICE - EQUIPMENT	800.99

GENERAL FUND

01

MAINTENANCE SERVICE - VEHICLES	1,151.27
MAINTENANCE SERVICE - GROUNDS	510.00
MAINTENANCE SERVICE - OTHER	188.50
OTHER PROFESSIONAL SERVICES	195.00
TELEPHONE	1,330.27
PUBLISHING	159.30
UTILITIES	11,557.44
RENTALS	1,217.62
MAINT/SUPPLIES EQUIPMENT	1,387.64
MAINT/SUPPLIES VEHICLES	265.82
MAINTENANCE SUPPLIES - GROUNDS	3,874.95
MAINTENANCE SUPPLIES - OTHER	797.55
OPERATING SUPPLIES	568.77
SMALL TOOLS	5.50
JANITORIAL SUPPLIES	219.44
AUTOMOTIVE FUEL/OIL	3,912.57
EQUIPMENT	765.93

CEMETERY DEPARTMENT

SALARIES - REGULAR	11,795.84
SALARIES - PART TIME	8,250.00
SALARIES - OVERTIME	374.51
HOSPITAL INSURANCE	1,864.76
OTHER PROFESSIONAL SERVICES	292.53
TELEPHONE	153.41
MAINTENANCE SUPPLIES - EQUIPMENT	1,014.86
MAINTENANCE SUPPLIES - GROUNDS	94.00
OPERATING SUPPLIES	687.86
AUTOMOTIVE FUEL/OIL	2,811.96

HEALTH & SANITATION

SALARIES - REGULAR	59,868.36
SALARIES - PART TIME	520.25
SALARIES - OVERTIME	7,440.15
HOSPITAL INSURANCE	10,047.72
MAINTENANCE SERVICE - VEHICLES	32,775.02
OTHER PROFESSIONAL SERVICES	7,147.00
TELEPHONE	618.27
LANDFILL FEES	49,952.02
FEES & PERMITS	585.00
MAINTENANCE SUPPLIES - VEHICLE	5,308.71
OFFICE SUPPLIES	55.08
OPERATING SUPPLIES	1,188.33
AUTOMOTIVE FUEL/OIL	22,781.97

POLICE & FIRE COMM.

LEGAL DEPARTMENT

SALARIES - REGULAR	12,935.24
HOSPITAL INSURANCE	5.75
OTHER PROFESSIONAL SERVICES	58.50
PUBLICATIONS	338.99

HEALTH & HOUSING

SALARIES - REGULAR	39,511.50
SALARIES - PART TIME	9,507.25
HOSPITAL INSURANCE	7,061.23
MAINTENANCE SERVICE - VEHICLES	1,023.65

GENERAL FUND

01

OTHER PROFESSIONAL SERVICES 3,738.86  
TELEPHONE 349.99  
TRAVEL EXPENSE 617.74  
FEES & PERMITS 87.75  
RENTAL 412.31  
OFFICE SUPPLIES 133.42  
OPERATING SUPPLIES 73.82  
AUTOMOTIVE FUEL/OIL 1,631.30

PLANNING & ECONOMIC DEVELOPMENT

SALARIES - REGULAR 16,119.80  
HOSPITAL INSURANCE 2,848.57  
TELEPHONE 52.02  
PUBLISHING 458.91  
DUES 5.45  
TRAVEL EXPENSE 41.80  
TRAINING 665.00  
PUBLICATIONS 100.00  
OFFICE SUPPLIES 86.80  
OPERATING SUPPLIES 17.30  
AUTOMOTIVE FUEL/OIL 32.02

MAYOR

SALARIES - REGULAR 12,539.94  
HOSPITAL INSURANCE 2,284.70  
TELEPHONE 203.07  
TRAVEL EXPENSE 175.00  
AUTOMOTIVE FUEL/OIL 420.20

FINANCE

SALARIES - REGULAR 11,897.96  
HOSPITAL INSURANCE 1,803.95  
PRINTING 189.00  
OFFICE SUPPLIES 39.08

HUMAN RESOURCES/COMMUNITY DEV

SALARIES - REGULAR 10,459.08  
HOSPITAL INSURANCE 973.28  
MEDICAL SERVICE 964.00  
OTHER PROFESSIONAL SERVICES 51.31  
PUBLISHING 139.00  
RENTALS 160.00

CLERKS

SALARIES - REGULAR 18,942.12  
HOSPITAL INSURANCE 3,109.60  
OTHER PROFESSIONAL SERVICES 5.45  
DUES 30.00  
OFFICE SUPPLIES 64.56

TREASURER

SALARIES - REGULAR 7,984.56  
HOSPITAL INSURANCE 2,416.97  
OTHER PROFESSIONAL SERVICES 5.45

MAINTENANCE

SALARIES - REGULAR 32,409.08

GENERAL FUND

01

SALARIES - OVER TIME	697.23
HOSPITAL INSURANCE	6,168.70
MAINTENANCE SERVICE - BUILDING	4,812.00
MAINTENANCE SERVICE - FIRE	752.40
MAINTENANCE SERVICE - PARKS/REC	306.00
MAINTENANCE SERVICE - VEHICLES	427.47
MAINTENANCE SERVICE - EQUIP.	252.00
MAINTENANCE SERVICE - GROUNDS	101.43
TELEPHONE	387.69
RENTAL	13.00
JANITORIAL SUPPLIES	1,304.41
AUTOMOTIVE FUEL/OIL	778.09
ENGINEERING	

SALARIES - REGULAR	12,412.98
SALARIES - PART TIME	5,656.00
HOSPITAL INSURANCE	2,117.59
MAINTENANCE SERVICE - VEHICLE	1,087.61
ENGINEERING SERVICE	124.90
TELEPHONE	89.01
RENTALS	156.00
OFFICE SUPPLIES	288.11
OPERATING SUPPLIES	100.00
AUTOMOTIVE FUEL/OIL	361.70

\$ 2,048,100.89

TOTAL DISBURSEMENTS

\$ 2,048,100.89

OTHER FINANCING SOURCES & USES

DUE FROM OTHER FUNDS	\$ 42.84-
DUE TO 06 PAYROLL	<u>2,836.12</u>
	\$ 2,793.28

TOTAL OTHER FIN. SOURCES & USES

\$ 2,793.28

CASH

CASH IN BANK	\$ 1,741,212.79
CASH IN BANK-CONTINENTAL MAGNA	0.00
CASH IN BANK-RICHLAND CREEK FLOO	26,115.19
CASH IN BANK-EPAY	6,877.22
CASH IN BANK-IKE GRANT/WAGNER	0.00
PETTY CASH	1,425.00
HISTORICAL PRESERVATION-SAVINGS	3,065.45
INVESTMENTS	<u>1,082,707.29</u>
	\$ 2,861,402.94

CASH ON DEPOSIT, JULY 31, 2014

\$ 2,861,402.94

SEWER OPERATION & MAINTENANCE 21

CASH

CASH IN BANK	\$ 752,152.49
CASH IN BANK - EPAY	147,025.78
PETTY CASH	454.43
INVESTMENTS	<u>2,505,734.86</u>
	\$ 3,405,367.56

CASH BALANCE, JULY 1, 2014 \$ 3,405,367.56

RECEIPTS

REVENUE

SEWER CHARGES	\$ 620,359.46
COLLECTION - ST CLAIR TOWNSHIP	30,056.03
SEWER LINE INSURANCE	10,284.34
GARBAGE CHARGES	6,419.33
LIEN FEES	313.75
INTEREST INCOME	848.35
MISCELLANEOUS INCOME	<u>6,396.40</u>
	\$ 674,677.66

TOTAL RECEIPTS \$ 674,677.66

TOTAL CASH AVAILABLE \$ 4,080,045.22

DISBURSEMENTS

EXPENSES

INTERFUND OPERATING TRANSFER  
 SEWER COLLECTION \$ 216,751.44

SALARIES - REGULAR	18,194.02
HOSPITAL INSURANCE	1,942.69
SOCIAL SECURITY	1,391.84
I.M.R.F.	2,066.25
DATA PROCESSING SERVICE	1,925.69
OTHER PROFESSIONAL SERVICES	10,356.19
POSTAGE	3,813.00
ST CLAIR TOWNSHIP SEWERS	54.20
STOOKEY TOWNSHIP SEWER	22,575.91
OFFICE SUPPLIES	2.54

SEWER LINES

SALARIES - REGULAR	28,963.62
SALARIES - OVERTIME	72.44
HOSPITAL INSURANCE	5,192.42
RETIREEES HEALTH INSURANCE	44.35
SOCIAL SECURITY	2,221.26
I.M.R.F.	3,371.32
MAINTENANCE SERVICE - EQUIPMENT	4,172.88
MAINTENANCE SERVICE - VEHICLES	2,554.63
MAINTENANCE SERVICE - SYSTEM	25,756.22
MAINTENANCE SERVICE - SLRP	10,123.15
TELEPHONE	74.48
MAINTENANCE SUPPLIES - OTHER	81.83
OPERATING SUPPLIES	1,348.88
AUTOMOTIVE FUEL/OIL	2,409.30

SEWER OPERATION & MAINTENANCE 21

EQUIPMENT	3,125.00	
SEWER PLANT		
SALARIES - REGULAR	99,424.72	
SALARIES - OVERTIME	2,364.44	
PAGER PAY	1,694.72	
HOSPITAL INSURANCE	14,765.32	
RETIREES HEALTH INSURANCE	502.84	
SOCIAL SECURITY	8,019.37	
I.M.R.F.	13,375.00	
CLOTHING ALLOWANCE	1,750.00	
MAINTENANCE SERVICE - BUILDING	5,805.56	
MAINTENANCE SERVICE - EQUIPMENT	19,120.52	
MAINTENANCE SERVICE - VEHICLES	17.96	
MAINTENANCE SERVICE-GROUNDS	3,120.01	
ENGINEERING	921.00	
OTHER PROFESSIONAL SERVICE	5,228.52	
TELEPHONE	2,691.98	
TRAVEL EXPENSE	247.32	
UTILITIES	48,915.01	
SLUDGE REMOVAL	9,625.00	
FEES AND PERMITS	55,000.00	
RENTAL	136.00	
MAINTENANCE SUPPLIES - EQUIP.	1,009.97	
MAINTENANCE SUPPLIES - OTHER	234.49	
OFFICE SUPPLIES	51.97	
OPERATING SUPPLIES	284.02	
JANITORIAL SUPPLIES	375.25	
AUTOMOTIVE FUEL/OIL	5,289.34	
BUILDINGS	14,455.00	
EQUIPMENT	<u>4,316.94</u>	
	\$ 687,327.82	
<u>TOTAL DISBURSEMENTS</u>		\$ 687,327.82
<u>OTHER FINANCING SOURCES &amp; USES</u>		
ACCOUNTS RECEIVABLE	\$ 4,182.16-	
ACCT. REC. SEWER LINE INS	130.02	
DUE TO 06 PAYROLL	<u>405.62</u>	
	\$ 3,646.52-	
<u>TOTAL OTHER FIN. SOURCES &amp; USES</u>		\$ 3,646.52-
<u>CASH</u>		
CASH IN BANK	\$ 729,116.01	
CASH IN BANK - EPAY	152,991.04	
PETTY CASH	454.43	
INVESTMENTS	<u>2,506,509.40</u>	
	\$ 3,389,070.88	
<u>CASH ON DEPOSIT, JULY 31, 2014</u>		\$ 3,389,070.88

LOCAL LAW ENFORCEMENT BLOCK GRAN 73

CASH

CASH IN BANK \$ 78,968.42  
INVESTMENTS 0.00  
\$ 78,968.42

CASH BALANCE, JULY 1, 2014 \$ 78,968.42

RECEIPTS

REVENUE

INTEREST INCOME \$ 6.71  
\$ 6.71

TOTAL RECEIPTS \$ 6.71  
TOTAL CASH AVAILABLE \$ 78,975.13

DISBURSEMENTS

EXPENSES

TOTAL DISBURSEMENTS \$ 0.00  
\$ 0.00

CASH

CASH IN BANK \$ 78,975.13  
INVESTMENTS 0.00  
\$ 78,975.13

CASH ON DEPOSIT, JULY 31, 2014 \$ 78,975.13



# ZONING BOARD OF APPEALS, CITY OF BELLEVILLE, ILLINOIS

## ADVISORY REPORT

Application for Amendment: Ricky Ruhman

Application Filed: 8/12/14

**56-Sept14 – Ricky Ruhman** – Requesting a Use Variance to operate a used car dealership at 8241 Old St. Louis Rd. located in an A-1 Single Family Zoning District. (Applicable portion of zoning code: 60-6-4)

Present Zoning: A-1 Single Family Zoning District

Meeting Held: 9/25/14

Publication in News Democrat: 9/10/14

Supporters: Jill Richardson

Objectors: Roger Wigginton, West Belleville Promotional Committee

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

**Rebecca Boyer made a motion to DENY the request and seconded by Toni Togias with all present members voting aye except Tim Price who abstained. Motion carried.**

**IT IS THEREFORE the recommendation of the Zoning Board of Appeals that the requested Use Variance be *DENIED BY A UNANIMOUS VOTE.***

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Chairman



# ZONING BOARD OF APPEALS, CITY OF BELLEVILLE, ILLINOIS

## ADVISORY REPORT

Application for Amendment: Felecia A. Randolph

Application Filed: 8/22/14

**57-Sept14 – Felecia A. Randolph** – Requesting a Use variance in order to operate a boutique at 9454 W. Main St. located in a C-1 Light Commercial Zoning District. (Applicable portion of zoning code: 60-6-43)

Present Zoning: C-1 Light Commercial Zoning District

Meeting Held: 9/25/14

Publication in News Democrat: 9/10/14

Supporters: None

Objectors: Roger Wigginton, West Belleville Promotional Committee

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

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

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

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Chairman



# ZONING BOARD OF APPEALS, CITY OF BELLEVILLE, ILLINOIS

## ADVISORY REPORT

Application for Amendment: Phillip G. Elmore

Application Filed: 9/2/14

**58-Sept14 – Phillip G. Elmore** – Requesting an Area/bulk variance in order to build a room addition closer than 25' to the rear property line at 534 Lafayette located in an A-1 Single Family Zoning District. (Applicable portion of zoning code: 60-6-3.)

Present Zoning: A-1 Single Family Zoning District

Meeting Held: 9/25/14

Publication in News Democrat: 9/10/14

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

**Don Rockwell 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 Area/Bulk Variance be APPROVED BY A UNANIMOUS VOTE OF ALL MEMBERS PRESENT.**

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Chairman



# ZONING BOARD OF APPEALS, CITY OF BELLEVILLE, ILLINOIS

## ADVISORY REPORT

*Application for Amendment:* Hicks & Spector, LLC

*Application Filed:* 8/29/14

**59-Sept14 - Hicks & Spector, LLC** – Requesting a Sign Installation permit in Area of Special Control in order to install one (1) 30" x 15" flush mounted, non illuminated sign at 20 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:* 9/25/14

*Publication in News Democrat:* 9/10/14

*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.*

**Rebecca Boyer made a motion to APPROVE the request and seconded by Don Rockwell 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.***

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Chairman



# ZONING BOARD OF APPEALS, CITY OF BELLEVILLE, ILLINOIS

## ADVISORY REPORT

*Application for Amendment:* Alisa Vaughn

*Application Filed:* 9/25/14

**60-Sept14 – Alisa Vaughn** – Requesting a Special Use permit for a liquor license at 9735 West Main St. located in a C-2 Heavy Commercial Zoning District. (Applicable portion of zoning code: 60-6-50)

*Present Zoning:* C-2 Heavy Commercial Zoning District

*Meeting Held:* 9/25/14

*Publication in News Democrat:* 9/10/14

*Supporters:* Victoria Ferguson

*Objectors:* Roger Wigginton, West Belleville Promotional Committee

*Other comments:* Linda Havlin, West Belleville Promotional Committee

*Aldermen Present:* Alderman Anthony

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

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

**Rebecca Boyer made a motion to APPROVE the request with the stipulation of no outside music after 9:00pm Monday through Saturday and none on Sunday and seconded by Tim Price with all present members voting aye. Motion carried.**

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

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Chairman



# ZONING BOARD OF APPEALS, CITY OF BELLEVILLE, ILLINOIS

## ADVISORY REPORT

*Application for Amendment:* Victor L. Horsley, DPM, LLC

*Application Filed:* 9/5/14

**61-Sept14 – Victor L. Horsley, DPM, LLC**– Requesting a sign variance in order to install one off-premise, freestanding sign that is thirty (30) square feet in area at 4909 West Main Street in a C-2 Heavy Commercial Zoning District. The sign will advertise the adjacent business, which is located at 4907 West Main Street, also in a C-2 Heavy Commercial District. Applicable Portion of the Sign Code: 53-3-8(A)

*Present Zoning:* C-2 Heavy Commercial Zoning District

*Meeting Held:* 9/25/14

*Publication in News Democrat:* 9/10/14

*Supporters:* None

*Objectors:* Roger Wigginton, West Belleville Promotional Committee

*Other comments:* None

*Aldermen Present:* Alderman Anthony

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

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

**Don Rockwell made a motion to APPROVE the request which failed due to lack of a second.**

**Rebecca Boyer made a motion to DENY the request and seconded by Tim Price, voting went as follows: Rebecca Boyer-aye, Tim Price-aye, Don Rockwell-nay, Toni Toggias-aye, Chairman Nollman-aye. Motion carried.**

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

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Chairman



# Memo

To: Ordinance and Legal Review Committee  
From: City Attorney Garrett P. Hoerner  
Cc: Mayor Mark Eckert, Clerk Dallas Cook  
Date: September 5, 2014  
Re: *Recodification Recommendation*

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On September 4, 2014, interviews of three (3) codification providers that responded to the City's Request for Proposals for Codification, Publication and Supplement Services were conducted by a group that included Mayor Mark Eckert, Clerk Dallas Cook, Assistant Clerk Jennifer Starnes, Emily Fultz and Eric Shauster of the Economic Development, Planning and Zoning Department, and me. After overview presentations, answers to questions (including those submitted by City Council members) and consideration of the written proposals, our unanimous consensus was to recommend the firms in the following order:

- 1<sup>st</sup> – American Legal Publishing (Cincinnati, OH)
- 2<sup>nd</sup> – Municipal Code (Tallahassee, FL)
- 3<sup>rd</sup> – General Code (Rochester, NY)

Each of the firms provides similar services (legal review/recommendation, re-organization, electronic media/server-hosting, future review and supplementation) at comparable prices all within the monetary amount budgeted for recodification, but American Legal Publishing demonstrated a more thorough and interactive review process as well as a shorter timeline that contemplated completion and publishing by the end of the current fiscal year.

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

## CODIFICATION AGREEMENT

July 1, 2014

The City of Belleville, a municipal corporation in the State of Illinois (“Municipality”) and American Legal Publishing Corporation, (“Publisher”), an Ohio corporation, agree as follows:

### I. THE PUBLISHER SHALL:

- (1) Examine the Municipality's Charter (if any), and prior code of ordinances (if any), and all ordinances or resolutions provided by the Municipality and determine which materials are to be codified.
- (2) Utilize its staff of attorneys to review all materials to be codified and prepare a written report for the municipal attorney.
  - (a) The report may include notice of and suggestions for resolving the following:
    - Apparent conflicts with referenced state and federal statutes and administrative regulations;
    - Repealed, renumbered, or obsolete state and federal statutes and administrative regulations;
    - Apparent conflicts with prominent federal case law; and Internal discrepancies such as duplications, ambiguities, and obsolete terminology.
  - (b) Suggest new provisions which the Municipality should consider including in the new code, and delete old provisions which are no longer necessary or which might be improper or unlawful.
  - (c) The review will not involve re-drafting of entire chapters by the Publisher. However, the Publisher will provide model ordinances to the Municipality upon request if available.
  - (d) At the option of the municipality, hold a manuscript conference with municipal representatives to review the report. The Municipality will not be billed for time of the American Legal staff attorney if it chooses this option, but will be billed for travel expenses.

Note: The review performed by the Publisher should not be considered as a substitute for the competent advice of your Municipal Attorney, especially based on his/her in-depth knowledge of the municipal practices and procedures, and American Legal Publishing is in no way assuming the role of attorney for the municipality. Land Use sections of the code are especially specific to the locality and are thus only subject to cursory review and comparison with the rest of the code. (A sample Report is attached to indicate the type of comments that are likely to be contained in the report for Belleville.)

- (3) Classify all ordinances and resolutions which are of a general and permanent nature into titles, chapters, and sections, according to subject matter.
- (4) Make changes to effect uniformity of style and to correct typographical and spelling errors, grammar, and usage. Substantive changes shall not be made in the wording of the ordinances. Suggestions for additions or changes in the ordinances will be submitted to the Municipal Attorney.

- (5) Prepare:
- (a) Title, chapter, and section headings.
  - (b) A table of contents and sectional analysis for each chapter.
  - (c) A legislative history for each section, citing the ordinance number and date of passage, as indicated on copies of ordinances supplied to the Publisher.
  - (d) Statutory cross-references to sections of the state statutes and to other pertinent parts of the Code where applicable. These references shall appear at the end of the section to which they apply.
  - (e) Tables of Special Ordinances listing chronologically those ordinances in certain subject areas that the Municipality finds to be pertinent.
  - (f) Parallel Reference Tables showing:
    - 1. The disposition of ordinances (in numeric sequence) included in the codification (Ordinance to Code).
    - 2. A listing of code sections based on state statutes (Statute to Code).
    - 3. A listing of prior code sections incorporated into the new code if applicable (Old Code to New Code).
  - (g) An index (which will be created after the first draft of the Code is submitted).
- (6) Provide the Municipality with model or sample ordinances when available and upon request, at no additional charge.
- (7) Deliver to the Municipality, within four (4) months from receipt of the materials deemed necessary by the Publisher to begin the codification (prior code, ordinances and new code questionnaire), one copy of a draft of the Code for the Municipality's examination.
- (8) If necessary, hold a conference to make final corrections, additions, and deletions to the Code. The Municipality will be billed for the travel expenses of the American Legal staff attorney. The Municipality may present changes to pages of the draft at the conference. After the final conference, no additional changes are to be made. Any further changes, additions, or deletions shall be made in the future supplements to the Code in accordance with III(3) of this Agreement. When the draft, and any changes thereto made by the Municipality, is returned to the Publisher, such return of the draft shall be deemed final authorization by the Municipality to publish the Code as returned. If additional conferences are requested by the Municipality which require the travel of a member of the staff of the Publisher, then the Municipality shall be advised what the additional cost, if any, for such conference will be.
- (9) Deliver to the Municipality, within 2 months of receipt of the corrected draft, 20 printed copies of the Code meeting the following specifications:
- (a) Type to be single or dual column, at the option of the Municipality
  - (b) Page size to be 8½" x 11"
  - (c) Printed on high quality paper
  - (d) All copies to be in hard-covered, 3-ring, loose leaf binders. All binders shall have the Municipality's name stamped in gold and shall contain divider tabs.

(10) Provide a sample adopting ordinance to the Municipality.

## II. THE MUNICIPALITY SHALL:

- (1) The Municipality will provide clear copies of all materials necessary to perform the codification, including an up to date copy of any previously published code of ordinances, copies of ordinances and pertinent resolutions not previously codified, and a completed New Code Questionnaire (provided by the Publisher). (If the Municipality provides meeting minutes to the Publisher to review for legislation contained therein rather than actual ordinances or resolutions, there will be an additional charge of \$45.00 an hour to extract ordinances or resolutions from the minutes for use in the new code.)
- (2) After receipt of the draft of the code and legal report described in paragraph I (2), the Municipality shall have 60 days to review the draft and report and to return to the Publisher its comments about the draft and its answers to the legal report. In the alternative, if the Municipality opts for the legal conference described in paragraph I (9), it must contact the Publisher within 60 days to set up a meeting date. The meeting, itself, need not occur within the same 60 day period. If the Municipality fails to either return its comments and answers to the legal report within 60 days or, if applicable, to set up a meeting date, the Municipality may request that the Publisher extend the deadline in writing. The Publisher may adjust the contract price to cover any increased costs due to the Municipality's delay.
- (3) The Publisher agrees to include in the final version of the Code all ordinances adopted by the Municipality up to the time the manuscript is originally due back to the Publisher under the provisions of (2) above. The Municipality agrees that any ordinances adopted after this date shall be included at the Publishers' supplement rates (as set out in paragraph III(3)(b)) at the time of the inclusion of these ordinances into the code.

- (4) (a) Pay to the Publisher for shipping of the final code order as a base price, the sum of \$16,200.00 for its services set out in Section I, payable as follows:

Forty percent (40%) due upon acceptance of this agreement;

Forty percent (40%) within 30 days after submission of the manuscript and invoice;

The balance 30 days after receiving and reviewing the legal report and final delivery of the printed Code books plus invoice.

If the code page contains an image (diagram, photograph, chart, graph, etc.) or table, there is an additional \$10.00 per page rate.

- (b) The price above is based upon a code of the following number of pages according to the format option chosen by the Municipality. Should the final page count of the code be fewer or more pages than this estimate, the base price will decrease or increase accordingly at the time of the final invoice:

FORMAT	NUMBER OF PAGES	DECREASE OR INCREASE
8½" x 11" 11 point font Single-column page	900	\$15.00 per page
8½" x 11" Dual-column page	765	\$15.00 per page

- (5) Pay any invoices within 30 days of the invoice date. Invoices outstanding beyond the 30 day period shall be subject to a late payment equal to 1.5% of the unpaid balance per month, or part thereof. The total cost of the recodification project will not go above \$22,000.00, which includes the code in Folio & PDF.

### III. OPTIONAL SERVICES.

The Municipality, by the initials of the person executing the agreement on its behalf, exercises the following options:

- |  |         |
|--|---------|
|  | INITIAL |
| (1) <u>Code Format:</u> (Initial one only)   |         |
| (a) Single-column format   | _____   |
| (b) Dual-column format   | _____   |
| (2) <u>Additional Copies of Code:</u> number of copies _____ (with binders: Yes or No)                           | _____   |
| The Municipality may purchase additional codes at ( <i>circle one</i> ;) \$90 per copy or \$65 without a binder. |         |
| (3) <u>Five year supplemental service plan:</u>  | _____   |

For a period of five years after delivery of the code:

(a) The Publisher shall:

1. Incorporate into the code new pertinent ordinances submitted by the Municipality.
2. Revise or make additional entries to the table of contents, parallel reference tables, and index as necessary to reflect the incorporation of additional, changed or deleted material.
3. Within 45 days, deliver to the Municipality 20 printed copies of supplemental pages with an instruction sheet for directing the placement of the new pages in the code.
4. Incorporate changes in state statutes that materially affect provisions of the Code based upon such statutes and, unless otherwise directed by the Municipality, make changes in those provisions in order to bring the Code into conformity with the same.

(b) The Municipality shall:

1. Provide a copy of ordinances or resolutions passed subsequent to publication of the previous code supplement;
2. Pay to the Publisher the sum of \$19.00 per reprinted single column page or \$22.00 per reprinted dual column page, plus shipping and handling.

The prices above are for a five-year period and cannot be changed except for adjustments in the second, third, fourth, and fifth years of this agreement to reflect any decrease or increase in the United States Consumer Price Index calculable from the month of delivery of the Code.

If the code page contains an image (diagram, photograph, graph, etc.) or table, there is an additional \$10.00 per page charge.

- (c) Upon completion of the five-year period, this agreement shall automatically renew itself from year to year except that either party may alter or cancel the terms of this agreement at any time upon ninety days written notice.

(4) Code on CD-ROM (word processing program): \_\_\_\_\_

At no additional charge, the Publisher will provide the code on CD-ROM in one of the following formats (*circle one*): WordPerfect, Microsoft Word compatible, PDF

(5) Subscribers Service: \_\_\_\_\_

The Publisher will operate a subscription service upon the Municipality's request as follows:

- (a) After the Publisher determines production cost and shipping and handling charges, the Municipality has the right to set the total price of the codes for the subscribers. The difference will be credited to the Municipality's future supplement invoices.
- (b) Subscribers can be charged in advance or at time of shipment if they wish to subscribe to the supplements. The total cost for this subscription will be for a year's worth of supplements.
- (c) Subscribers of the complete code will be required to pay in advance of shipment by check or credit card.
- (d) The Publisher will incur all mailing costs for the marketing of the code. Order forms with an announcement of the codes and supplement service availability will be included in this mailing.
- (e) Any law firms, realtors, businesses, libraries or other interested parties contacted may inquire about code orders by using the Publisher's toll-free number.
- (f) The Publisher will print subscribers' orders as needed, and will not require the Municipality to either pre-purchase copies or store extra copies.

(6) Pamphlets:

(a) Pamphlets, sized for 8½" x 11" copy, containing component parts of a Code, with a cardstock cover, may be ordered: (*circle desired topic and insert number of copies*):

Charter	# of copies	_____	_____
Traffic/General Offenses Code	# of copies	_____	_____
Zoning Code	# of copies	_____	_____
Subdivision	# of copies	_____	_____
All Land Use Regulations	# of copies	_____	_____
Other _____	# of copies	_____	_____

(b) Cost:

1-50	copies of pamphlet	— 7¢ per printed page
51-99	copies of pamphlet	— 6.5¢ per printed page
100 or more	copies of pamphlet	— 6.0¢ per printed page

(c) Optional 3-ring pamphlet binders (\$11.50 each) \_\_\_\_\_

(d) Pocket sized pamphlets are available at rates to be agreed upon.

(7) Folio VIEWS Search and Retrieval program:

(a) The Publisher shall provide the Municipality's code in the Folio format on CD-ROM with complete instructions \_\_\_\_\_

and one copy of a manual for \$650.00.

(b) Additional Licenses and CDs:

Additional network licenses in Folio (one-time fee of \$50 each) \_\_\_\_\_

#\_\_\_\_\_ of additional licenses

Additional CD's in Folio (\$60 each; \$10 to receive updated CD in future) \_\_\_\_\_

#\_\_\_\_\_ of CD's

(c) Future Supplements of Folio Code (cost is included in editing charge for printed pages): \_\_\_\_\_  
(assumes Folio update is in conjunction with update to printed supplement)

(d) Optional On-Site Installation & Training (not necessary nor required) \_\_\_\_\_  
at \$695.00/day + Travel Expenses.

(e) Code on the Internet (after Folio conversion) at \$495.00per year, 1st year free. \_\_\_\_\_

(f) Access and Search other codes on American Legal Publishing's Website No charge

**IV. TRANSMITTAL AS OFFER.**

The transmittal of this Agreement to the Municipality is an offer by the Publisher to perform the stated services at the prices and terms referenced within the Agreement. This offer will expire if not executed by the Municipality by December 31, 2014, unless such date is extended in writing by the Publisher.

IN WITNESS WHEREOF the parties to this contract have hereunto set their hands on the date(s) indicated:

City of Belleville, Illinois

American Legal Publishing Corporation

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title Stephen G. Wolf, President

Date` \_\_\_\_\_

Date \_\_\_\_\_



**CITY OF BELLEVILLE, ILLINOIS  
ORDINANCE AND LEGAL REVIEW COMMITTEE  
CITY HALL COUNCIL CHAMBERS  
SEPTEMBER 9, 2014 6:00 PM**

Alderman Kinsella called the meeting to order.

Alderman Kinsella stated everyone in the room is aware of the disaster procedures.

Members present on roll call: Alderman Kinsella, Alderman Musgrove, Alderman Hult, Alderman Galetti, Alderman Davidson and Mayor Eckert.

City Attorney present: Garrett Hoerner.

Attending: Michael Hagberg.

**PUBLIC PARTICIPATION**

Michael Hagberg, Belleville, Illinois. The discussion item under solicitor ordinance suggested separating in to two separate sections (1) for those who have never applied nor approved a solicitors license; and (2) those that do have a license but are violating an ordinance based on hours or trespassing as being two separate items to address.

**MINUTES**

Alderman Musgrove made a motion seconded by Alderman Hult to accept the minutes of August 26, 2014

All members present voted aye.

**ACTION ITEMS**

**CONSIDER PROPOSAL FOR CODIFICATION SERVICES**

CITY ATTORNEY HOERNER stated a group made up of Mayor Eckert, City Clerk, Assistant Clerk, Emily Fultz and Eric Schauster of Economic Development and City Attorney Hoerner heard presentations from the three codification firms that had submitted responsive proposals...there was a fourth; however, it was not responsive and did not include much of the information and was only a few pages. The presentations included an overview of the proposals that were submitted and there were some questions/answers which included some questions that were received from aldermen based on the discussion at the last council meeting and discussion related to the written proposals.

Alderman Hult asked how long did you spend with each firm; City Attorney Hoerner stated forty-five minutes to an hour. City Attorney Hoerner stated the firm American Legal Publishing had a

representative appear live and the other two were held via video conference. The firms were from Ohio, New York and Florida.

The services they provide are very similar. It consists of an initial legal review of the entire existing ordinance, a manuscript is provided to the City and it notes the issues they see with recommendations, there is a meeting where you go over the recommendations with feedback. They have the ability to make recommendations as to the legality or concerns they have on existing ordinances. They make recommendations concerning revisions of those ordinance and additional ordinances we may want to consider and based upon that there is a final code that is created an ultimately approved. After that they have the ability to supplement on a periodic basis which the City determines and they all provide model ordinance if there is an area the City wishes to cover. Coincidentally, some of the areas that were mentioned in the first review were areas where we have had issues i.e. sign control, solicitors. It came down to the impressions of the interview; one of the benefits was that everyone was unanimous in assessing this order of the firms and the first was American Legal Publishing from Cincinnati, Ohio; the second was Municipal Code from Tallahassee, Florida; and the third was General Code from Rochester, New York. American Legal Publishing had the most repressive clients from Illinois; Municipal Code had quite of few as well; General Code had quite a few less in Illinois. In particular, in the area American Legal Publishing has done O'Fallon, and they just started with Swansea. Alderman Hult asked if they send representatives physically or is everything done electronically; City Attorney Hoerner stated American Legal Publishing sends their attorney here physically to go over the manuscript which made everyone comfortable.

American Legal Publishing will be comparing the ordinances internally and whether or not it conflicts to State or Federal law. The process can be completed by the start of the fiscal year May 1, 2015. The ability to meet the timeline is dependent on the City involvement. The other two firms can not commit to the fiscal year deadline. Alderman Hult asked if a performance clause can be added; City Attorney Hoerner stated a deadline date will be included. All three will host the site on their secured server; they will have a link from our website to their server; other items can be included on their website i.e. minutes, agendas. General Code has completed an App for a device. Alderman Hult asked about search ability; City Attorney Hoerner stated they all use searchable software i.e. Folio, e360.

After the initial payment each firm uses a per page pricing; American Legal Publishing is \$18 for the first 900 pages and then \$15 per page. The base is \$16,200 and if it were determined on 1200 pages it would be just under \$22,000. City Attorney Hoerner stated a legal review of Zoning will be included.

Alderman Kinsella asked once we received the documents how will we digest; City Attorney Hoerner said it is how the City would like to do it. Generally speaking when the Code is complete a lot of time there is one acting ordinance for the entire Code. The old Code will be archived and American Legal Publishing can archive electronically the Code each time there are updates. The City will receive twenty printed copies and five CDs. Alderman Musgrove asked if they will suggest ordinances that the City does not currently have; City Attorney Hoerner stated yes.

Alderman Hult asked if home rule and non-home rule was discussed as far as state law; City Attorney Hoerner stated they are familiar with that and referred to their Illinois clients (three single spaced lists three pages long, including the City of Chicago).

City Attorney Hoerner stated when it comes time to supplement they will advise of the statutory changes this year and we recommend these and the City approves and pays \$15 per page which is then posted to the new Code within ten days and the archive the old Code. The Code will then be constantly accurate. Alderman Davidson asked what happens when the City makes a change; City Attorney Hoerner stated they will review along with the City Attorney for no additional charge (the only charge is \$15 per page). City Attorney Hoerner stated he told the three firms he would notify them of the recommendation. Alderman Hult asked if they have a standard contract, if so, has it been reviewed; City Attorney Hoerner stated yes and if there was a recommendation they would submit and it would be review at that time with revision, if necessary.

Alderman Davidson made a motion seconded by Alderman Hult to recommend American Legal Publishing for codification services and to send to City Council on September 15, 2014 subject to the City Attorney having an acceptable contract for execution.

Members voting aye on roll call: Musgrove, Hult, Galetti, Davidson, Kinsella, and Mayor Eckert.

### **DISCUSSION ITEMS**

#### **SOLICITOR ORDINANCE**

Alderman Galetti recommended tabling until the next meeting due to Alderman Schneider's absence; all concurred.

### **MISCELLANEOUS**

Mayor Eckert stated he will be recommending a five mile radius for non-union positions.

#### **ANY BUSINESS, DISCUSSION OF COMMENTS FROM THE ALDERMEN OF THE COMMITTEE**

None.

### **ADJOURNMENT**

Alderman Galetti made a motion second by Alderman Musgrove to adjourn at 6:35 p.m.

All members present voted aye.



## DEVELOPMENT AGREEMENT

This agreement made this 6th day of October, 2014 by and between the City of Belleville, Illinois (the "City") and Empire Comfort Systems, Inc. ("Empire");

DRAFT

### WITNESSETH:

WHEREAS, Empire intends on investing a minimum of \$327,600.00 to complete the expansion at the existing facility located at 925 & 939 Freeburg Ave. in Belleville (the "Project"); and

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

### Responsibilities of the City of Belleville

1. Certification of project's location in Belleville Enterprise Zone for the Abatement of Sales Tax on Building Materials used exclusively for the expansion (Savings estimated at \$11,134.00-Total/\$2,405.00 City portion, if all materials are purchased in Belleville) of the existing facility located at 925 & 939 Freeburg Ave. to accommodate Empire Comfort Systems, Inc.
2. Provide up to \$25,275.00 (75% of demolition costs) in TIF funds after completion of demolition and documentation of costs incurred has been received and approved by the City of Belleville.

### Responsibilities of Empire Comfort Systems, Inc.

- A. Invest no less than \$327,600.00 at 925 & 939 Freeburg Ave. for the expansion of the existing facility no later than March 31, 2015, and;
- B. Empire Comfort Systems, Inc. and/or successors shall commit to remain and operate at the site for no less than five (5) years, and;
- C. Compliance with all existing and applicable Federal, State, County and Local laws and ordinances.

### Penalties

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

### Miscellaneous

1. Entire Agreement. This Agreement and any written amendments hereto shall constitute the entire agreement between the parties. Neither party shall be bound by any terms, conditions, statements or representatives, not herein contained. Each party hereby acknowledges that in executing this Agreement it has not been induced, persuaded or motivated by any promise or representation made by the other party, unless expressly set forth herein. All previous negotiations, statements and preliminary agreements by the parties or their representatives are merged in this Agreement.

DRAFT

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

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

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

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

Empire Comfort Systems, Inc.  
 918 Freeburg Ave.  
 Belleville, IL 62222

By: \_\_\_\_\_  
 Don Rigney, Exec. VP/CFO

1.) The Housing receptionist has transferred to a new position in the Treasurers office. She was one of the secretaries that received a \$2.00 an hour pay raise to assist in the Crime Free Housing program. Since the position is now open it would be difficult to bring in a new employee to learn the receptionist duties as well as the Crime Free Housing duties. I have proposed to the Union that this \$2.00 (already budgeted and approved) be split between the other two secretaries (\$1.00 each per hour), housing officer manager and housing building secretary, to assign the additional duties to their positions. They are both familiar with the program and will fill the void immediately so that there is no delay in implementing the renewal process which is currently under way. This would give us three secretaries working on the Crime Free Housing program. The workload for this program is more than originally imagined but can be easily managed with this additional secretary assigned. The Union has agreed with my proposal which is attached for your review.

Robert Sabo  
Director of Health & Housing



MEMORANDUM OF UNDERSTANDING

In resolution of the increased hourly pay rate in regards to the Health & Housing Office Manager position of \$1.00 per hour and the Building & Zoning Secretary position of \$1.00 per hour. This increase is a direct result of additional duties with the new Crime Free Housing program.

1. The increased hourly rate will be for these two positions only. If the individuals currently in either of these positions move to another position within the city this increase in the hourly rate does not move with them.
2. The previous \$2.00 per hour that was approved for the Receptionist position is no longer in effect per this Memorandum of Understanding.
3. The previously approved increased hourly rate of \$1.00 per hour for the Health & Housing Secretary will remain in effect.
4. The Teamsters, Petroleum and Allied Trades, Local Union No. 50 agree with this hourly pay increase for these two positions in the Health & Housing Department.
5. The hourly pay increase was presented to the Health & Housing Committee on Wednesday October 1, 2014 and to the City Council on Monday October 6, 2014 and approved.
6. This Memorandum of Understanding shall become effective upon execution by the Union and the City.

Dated: October 7, 2014

**CITY OF BELLEVILLE, ILLINOIS**

**TEAMSTERS, PETROLEUM AND ALLIED  
TRADES, LOCAL UNION NO. 50**

By: \_\_\_\_\_  
**Human Resources Director**

By: \_\_\_\_\_  
**Business Agent**

By: \_\_\_\_\_  
**Employee**

By: \_\_\_\_\_  
**Employee**



**PUBLIC NOTICE  
ADVERTISEMENT  
FOR PROPOSALS  
CITY OF BELLEVILLE  
GRASS MOWING  
and  
YARD MAINTENANCE**

**The City of Belleville will be accepting sealed proposals for grass mowing and yard maintenance for various lots and properties.**

**Sealed proposals are to be marked  
“GRASS MOWING PROPOSAL RFP NO. 2015-??”  
and must be submitted to the City Clerk’s Office on or before  
10:00 A.M. ?? at which time bids  
received will be opened and read aloud in the  
City Council Chambers.**

**The information for proposals, form of proposal, specifications,  
and other pertinent documents are available at the  
City of Belleville: Health and Housing Department,  
407 E. Lincoln St., Belleville II 62220, Bob Sabo (618) 233-6817 Ext.4264 or  
<http://www.belleville.net/departments/health>**

**The City Council reserves the right to waive any informalities and technicalities  
and further reserves the right to reject any and all bids.**



**Request for Proposal No. 2015-?**  
**GRASS MOWING and YARD MAINTENANCE PROPOSAL**  
**HEALTH AND HOUSING DEPARTMENT**

The City of Belleville requests sealed proposals for grass mowing, in accordance with the provisions, specifications, and bidding instructions set forth in this request for proposal. Proposals must be sent to, and will be received by the City Clerk's Office, 101 South Illinois, Belleville, Illinois 62220, no later than 10:00 a.m. on ?, , at which time they will be opened and publicly read. Late proposals will not be considered.

Any other questions regarding this request for proposal should be directed to Bob Sabo At (618) 233-6817, City Health and Housing Department..

**Additional Conditions of Purchase**

*1.1 Affirmative Action in Employment.*

Any supplier, in performing under this contract, shall not discriminate against any worker, employee or applicant or any member of the public because of race, creed, color, religion, sex or national origin, nor otherwise commit an unfair employment practice. The supplier will take affirmative action to ensure that applicants are employed and that employees are dealt with during employment without regard to their race, creed, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship. The supplier further agrees that this clause will be incorporated in all subcontracts entered into which suppliers of materials or services, and all labor organizations furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this contract.

*1.2 Prevailing Wages.*

Any supplier, in performing under this contract, shall be required to pay prevailing wages to laborers. A copy of the Illinois State Prevailing Wage Scales may be obtained from the City Clerk's Office, City Hall, Belleville, Illinois or by calling the Illinois Department of Labor at (217) 782-1710.

*1.3 Contracts Administration.*

Following award, Contractor shall contact the Sanitation Department, for guidance or direction of matters of contract interpretation or problems regarding term, conditions, or scope of contract. Only the Sanitation Department Director or Supervisor is authorized to change or amend the specific terms, conditions, or provisions of the agreement. Any questions regarding the agreement must be referred to the Sanitation Department at (618) 233-6816.



*1.4 Bid and Performance Sureties.*

Bid and performance sureties are not required in this procurement.

*1.5 Risk of Loss*

Contractor agrees to bear all risk of loss, injury or destruction of goods and materials ordered as a result of this request for proposal which occur prior to delivery to the City; and such loss, injury or destruction shall not release Contractor from any obligation hereunder.

*1.6 Price.*

All prices quoted shall be firm and fixed for the specific contract period.

*1.7 Payments.*

Contractor shall be paid upon delivery of service to the City of Belleville, Net 30 days. Invoice(s) shall be identified by contract agreement number and submitted in duplicate to: City of Belleville, Sanitation Department, 213 South Illinois, Belleville, IL 62220.

**1. Specifications.**

*1.1 General Specifications.*

The City of Belleville Health, Housing & Sanitation Department is seeking proposals to hire a person or service for grass cutting for fiscal year May 1, 2015 through ?.

*1.2 Mowing Specifications.*

**“As Needed”** mowing and yard maintenance for various lots and properties will be expected to be cut within 48 hours of notification from the City. Attached is a list of lots done in the previous two years. All **“as needed”** lots will require digital photos of **“before and after”** each grass cutting to evidence that lots need cutting. Bids shall be based on a flat hourly rate with mower and with tractor.

**“Bi-monthly”** mowing and yard maintenance of city owned property, condemned and vacant property shall be cut every two (2) weeks or as needed during the lawn maintenance season typically March through December. Attached is a list of all City owned property and vacant property cut in the previous two years. Bids shall be based on a flat rate price cut.

**“Monthly”** mowing and yard maintenance of large detention areas shall be cut one (1) time per month or as needed from May through November. Attached is a list of those detention areas cut in the previous two years. Bids shall be based on a flat rate price cut.

All lots cut and maintained throughout the year must be kept in a log denoting date received, address of property, dates mowed, number of cuts, cost per cut and comments. All lots are required to be cut, trimmed and **removal of all necessary debris** from the property by the contractor.

*1.3 Equipment.*



Equipment, mowers, tractors, weed eaters, etc. must be provided by bidder to cut whatever the City deems necessary.

*1.4 Certificate of Insurance.*

A certificate of insurance, which includes the City of Belleville as additional insured must be provided prior to beginning of work.

**2. Submittals.**

*3.1 Proposal Offer.*

In order to be considered, bidder must complete and submit their proposal on this form to the City of Belleville City Clerk, 101 South Illinois, Belleville, Illinois 62220 no later than March 28, 2008 at 1:00 p.m. local time. Please identify it as a sealed bid marked **“GRASS MOWING – RFP NO. 2015-?”**

Only this “Proposal Offer” form is to be returned, which offers shall incorporate by reference the General Bidding Instruction and Conditions of Purchase, Additional Conditions of Purchase, Specifications and Attachments.

The City will not be responsible for any Proposal errors or omissions.

**PROPOSAL OFFER**



**“AS-NEEDED” LOTS:**

Grass Mowing (regular) \$ \_\_\_\_\_/hour  
Grass Mowing (tractor) \$ \_\_\_\_\_/hour

**“BI-MONTHLY” LOTS:**

City Owned Lots \$ \_\_\_\_\_/cut  
Vacant Lots/Condemned Properties \$ \_\_\_\_\_/cut

**“MONTHLY” AREAS:**

Large Areas (detention basins) \$ \_\_\_\_\_/cut

---

COMPANY NAME

*3.2 Payment Terms.*

Invoice paid upon receipt of service Net 30 days.

*3.3 Award.*

Award will be made on “all or none” basis.

*3.4 Award Qualifications.*

Award will be made to the Contractor who, is regularly established in the business of mowing grass, and who have demonstrated the ability to perform the required service in an acceptable manner, price not withstanding.

*3.5 Default to Constitute Breach.*

A delivery of nonconforming goods or a default of any nature under this RFP will impair the value of the whole agreement and constitutes a total breach of the agreement as a whole. If the vendor can not cure default in service within 5 business days the City may cancel the contract in its entirety.

The bidder agrees to bear all risk of loss of goods and material should it fail to deliver service as contacted.

*3.6 Certifications.*



In the event only one proposal is received, the City may require that the bidder submit a cost proposal in sufficient detail for the City to perform a cost/price analysis to determine if the proposal price is fair and reasonable.

Bidder certifies it is a: proprietorship \_\_\_\_\_, partnership \_\_\_\_\_; corporation \_\_\_\_\_

Federal Tax ID No. \_\_\_\_\_ Illinois Use Tax No. \_\_\_\_\_

City of Belleville Tax No. \_\_\_\_\_ Illinois Sales Tax No. \_\_\_\_\_

Bidder certifies that he/she has read, understands, and will fully and faithfully comply with this request for quote, its attachments and any reference documents. Bidder also certifies that the prices offered were independently developed without consultation with any of the other bidders or potential bidders.

Company's Legal Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Printed Name and Title: \_\_\_\_\_



## GRASS AND YARD MAINTENANCE AGREEMENT

This Grass and Yard Maintenance Agreement (the "Agreement") is made and entered into by and between the CITY OF BELLEVILLE, ILLINOIS (the "City") and ??LAWN CARE, INC.

### **Recitals**

? Lawn Care, Inc. operates a lawncare service located at; and

The City provides for the maintenance of grass and yards for City owned, condemned and vacant property ("bi-monthly"), complaint driven ("as-needed"), drainage areas and easements ("monthly") throughout the City; and

The City desires to have the yard and grass maintained in an economical, safe and workmanlike manner; and

?Lawn Care, Inc. desires to accept the City's yard and grass maintenance jobs in accordance with the terms set forth in this Agreement.

### **Agreement**

For and in consideration of the terms set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree:

1. Subject to the terms set forth in this Agreement, the City agrees to have ? Lawn Care, Inc. maintain the grass and yards of those city owned properties, complaint driven properties, drainage areas and easements as designated by the City.

2. Mowing Specifications:

All lots are required to be cut with a 2" – 3" height.

**"As Needed"** mowing and yard maintenance for various lots and properties shall be cut within 48 hours of notification from the City. All **"as needed"** lots shall require digital photos of "before and after" each grass cutting to evidence that lots need cutting. Photos are to be dated and addressed and turned into the City with the accompanying billing.

**"Bi-monthly"** mowing and yard maintenance of city owned property, condemned and vacant property shall be cut every two (2) weeks or as needed during the lawn maintenance season.

**"Monthly"** mowing and yard maintenance of large detention areas shall be cut one (1) time per month or as needed.



The City reserves the right to modify the mowing and yard maintenance schedule for any and all properties as necessary due to weather or other mitigating factors.

3. Maintenance Requirements:

All lots cut and maintained throughout the year shall be kept in a log denoting date received, address of property, dates mowed, number of cuts, cost per cut and comments. Grass Roots Lawn Care, Inc. shall remove all yard waste from each lot which it cuts.

4. Receipts for Billing Purposes:

On a bi-weekly basis the contractor shall provide the City with a copy of their log with an accompanying bill for property cut that month. All bills shall be submitted to the Finance Department to be approved by the City Council for payment.

The following is the agreed upon charge for mowing and yard maintenance between the City and Grass Roots Lawn Care, Inc.

- \$ ?/hour for "As Needed" lots.
- \$ ? per cut for "Bi-Monthly" City owned lots.
- \$ ? per cut for "Bi-Monthly" condemned and vacant properties.
- \$ ? per month for all "Monthly" detention areas.

5. Equipment:

All equipment, mowers, tractors, weed eaters, etc. shall be provided by ? Lawn Care, Inc.

6. Certificate of Insurance:

A certificate of insurance satisfactory to the City of Belleville, which includes the City of Belleville as an additional insured, shall be provided prior to the commencement of this Agreement.

7. Termination:

The City has the right to terminate this Agreement at any time, with or without cause, by providing a written notice of termination to ? Lawn Care, Inc.

8. This Agreement will commence on ??? and will terminate on ???, unless earlier terminated by either party in accordance with the terms of this Agreement.



AGREED TO, this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

CITY OF BELLEVILLE, ILLINOIS

By \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

??? LAWN CARE, INC.

By \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_





Gonzalez Companies, LLC  
Construction Management – Civil Engineering  
525 W Main Street, Ste. 125  
Belleville, IL 62220  
618-222-2221 Fax: 618-222-2225  
[www.gonzalezcos.com](http://www.gonzalezcos.com)

## AGREEMENT FOR PROFESSIONAL SERVICES

DATE September 10, 2014

TO CITY OF BELLEVILLE  
MR. E. ROYCE CARLISLE, WASTEWATER DIVISION DIRECTOR  
MR. TIM GREGOWICZ, P.E., CITY ENGINEER  
101 SOUTH ILLINOIS STREET  
BELLEVILLE, IL 62220

PROJECT 29<sup>th</sup> STREET SEWER SEPARATION AND ROADWAY  
IMPROVEMENTS  
PROJECT NO. 14-231  
DEPARTMENT Design Engineering  
PROJECT TYPE Stormwater and Transportation

### SECTION 1 DEFINITIONS AND PARTIES

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

The CLIENT proposes to engage the ENGINEER to furnish certain professional services in connection with the 29<sup>th</sup> STREET SEWER SEPARATION AND ROADWAY IMPROVEMENTS, which work is hereinafter referred to as the PROJECT.

### SECTION 2 SCOPE OF SERVICES

#### **BACKGROUND**

The proposed project includes a sewer separation and outfall for the City of Belleville Wastewater Department and roadway improvements for the City of Belleville Engineering Department. A summary of each project component is provided below.

#### **Sewer Outfall and Separation – Wastewater Department**

Based on discussion with the CLIENT, the City has experienced street flooding and sewer backups in the area of 29<sup>th</sup> Street west of Main Street. The 29<sup>th</sup> Street Storm Sewer Study was completed for CLIENT in August 2014. The study involved investigation of an outfall for two inlets near the intersection of 29<sup>th</sup> Street and Big Oak Lane. These inlets are not currently connected to an outfall, which has caused roadway flooding after large rain events. In addition, the possibility of separating nearby inlets from the CLIENT's combined sewer system was explored. This proposal includes construction of an outfall and sewer separation in the 29<sup>th</sup> Street area as recommended in the above referenced study.

**Roadway Improvements – Engineering Department**

An industrial facility owned by International Paper is located in the same neighborhood as the sewer separation described above. Tractor trailers servicing the facility use 29<sup>th</sup> Street and then have to turn onto Otto Street or Mary Irene Street, which are residential side streets. The intersections in this area were not designed to accommodate truck traffic which has resulted in damage to the area. The CLIENT intends to modify the geometry of the intersection at 29<sup>th</sup> and Otto Street to accommodate the turning movements of larger trucks. In addition, the CLIENT intends to reconstruct thicker pavement along Otto Street from 29<sup>th</sup> Street to Sahlender Street that is designed to account for the effects of the anticipated truck traffic.

**Proposed Project**

CLIENT has requested a proposal from ENGINEER to provide design and permitting services for the sewer outfall, sewer separation, and roadway improvement projects described above. The overall project is recommended to be constructed in two phases. Exhibit A identifies the project extents and proposed phasing plan. A description of each phase is provided below:

**Phase 1 – Storm Sewer Outfall and Roadway Improvements**

- 800 LF storm sewer outfall from disconnected inlets near 29<sup>th</sup> Street and Big Oak Lane
- 400 LF sewer separation along 29<sup>th</sup> Street from Big Oak Lane to Otto Street
- 700 LF Otto Street Pavement Reconstruction
- 29<sup>th</sup> and Otto Street Intersection Pavement and Geometry Improvements

**Phase 2 – Sewer Separation**

- 1,200 LF sewer separation along 29th Street from Otto Street to Fredericka Street
- 500 LF sewer separation along Godfrey Street from 29th Street to 27th Street
- 600 LF sewer separation along 29th Street from Fredericka Street to Creston Arms Court

The SCOPE OF SERVICES to be provided by the ENGINEER is provided below. The proposal includes ENGINEER providing assistance to CLIENT during the bidding of the proposed project. It is assumed that each phase of this project will be bid separately.

**TASK 1 SURVEY**

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

The need to investigate easements is anticipated for the outfall sewer and the roadway improvements. ENGINEER will obtain up to three (3) informational title reports in this

AGREEMENT. ENGINEER will obtain reports from a local title company. ENGINEER will review reports to confirm ownership and vesting documents. ENGINEER will incorporate property information from title reports, including easements into project drawings. Informational title reports do not include title insurance.

ENGINEER will prepare up to three (3) easement acquisition exhibits. Individual exhibits will be provided on 8-1/2" x 11" paper and formatted in accordance with Illinois state statutes for proper recording at the St. Clair County recorder's office. Exhibits will be drawn to scale. ENGINEER will provide a separate detailed legal description for any easement (temporary construction or permanent utility) that will be required to match prepared individual easement exhibits. A copy of each legal description will be provided in hard copy signed and sealed by an Illinois-registered professional land surveyor (PLS), PDF and electronic format (Microsoft Word).

#### TASK 2 CONCEPTUAL (30%) DESIGN

ENGINEER will prepare conceptual design documents for the purpose of establishing plan and profile sheets for the proposed project. Phase 1, consisting of the storm sewer outfall and the roadway improvements will be constructed first; however, the storm sewer profile and sizing of the remaining Phase 2 separation must be established to finalize the proposed outfall design.

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

ENGINEER will prepare, for review and approval by CLIENT, Conceptual 30% Design Submittal consisting of Drawings and basis of design memorandum. CLIENT's representative will provide written confirmation at each draft submittal that, in their opinion, the project is consistent with scope of work as described herein this AGREEMENT.

ENGINEER will provide two (2) copies of Submittal Documents for review by CLIENT. Generally, the Conceptual 30% design will be inclusive of the following items:

- ENGINEER will update H&H calculations to finalize pipe sizes and the hydraulic grade line through the system and confirm inlet sizing.
- ENGINEER will design the geometry of the intersection of 29<sup>th</sup> Street and Otto Street to accommodate the existing and anticipated truck traffic.
- ENGINEER will develop a recommended pavement section to be used on Otto Street and its intersection with 29<sup>th</sup> Street to accommodate existing and anticipated truck traffic.
- ENGINEER will prepare 30% design plans for CLIENT review. The anticipated sheets will include:
  - Cover Sheet (1)
  - Key Map and Phasing Plan (1)
  - Pavement Cross-Section Details (1)
  - Plan and Profile Sheets (15)
- ENGINEER will prepare a 30% basis of design memorandum detailing:

- Project overview
- Field work and data collection
- Design and calculation methodology
- Permit requirements
- Utility coordination
- Preliminary H&H design calculations
- ENGINEER will submit a copy of the 30% design plans to applicable utility companies within the project area for review against existing utilities.
- ENGINEER will organize and conduct a 30% review meeting with CLIENT including a site walkthrough.

### TASK 3 FINAL DESIGN

ENGINEER will prepare, for review and approval by CLIENT, 90%, and Final Design Submittals consisting of Drawings and Specifications setting forth in increasing detail the Construction Work required. The Contract Documents will detail the civil design to identify, quantify, locate and describe the Construction Work required. CLIENT's representative will provide written confirmation at each draft submittal that, in their opinion, the project is consistent with scope of work as described herein this AGREEMENT. ENGINEER will provide two (2) copies of Submittal Documents at the 90% and Final Design levels for review by CLIENT. Generally, the design levels will be inclusive of the following items:

#### 90% DESIGN

- ENGINEER will incorporate comments from the 30% Design
- ENGINEER will prepare 90% design plans for CLIENT review. The anticipated sheets will include:
  - Cover Sheet (1)
  - Key Map, Phasing Plan, Legend & General Notes (1)
  - Survey Control (1)
  - Erosion Control Plan (1)
  - Plan and Profile Sheets (15)
  - Detail Sheets (5)
- ENGINEER will prepare Project Manual for each phase including:
  - 90% Front End Specifications
  - 90% General Specifications
  - 90% Technical Specifications
- ENGINEER will prepare 90% Opinion of Probable Construction Cost for each phase of the project
- ENGINEER will organize and conduct a 90% review meeting with CLIENT

#### FINAL DESIGN

- ENGINEER will revise plan drawings and project specifications based on 90% Design comments from CLIENT.
- ENGINEER's estimate of construction cost will be updated for CLIENT's use.

**TASK 4 PERMIT ASSISTANCE**

ENGINEER will prepare an IEPA Application for Construction Permit – Sewer Extension with supporting documentation on behalf of CLIENT for the construction of the Combined Sewer Separation portion of the PROJECT, including technical documentation as prepared in TASK 4. CLIENT will provide signature approval on the permit application for ENGINEER to submit to the regulating agency. ENGINEER will provide responses to questions and comments from the regulating agency.

**TASK 5 BIDDING ASSISTANCE**

ENGINEER will assist CLIENT in soliciting bids from Contractors to perform the proposed work. It is assumed that Phase 1 and Phase 2 will be bid at separate times.

- Phase 1: Outfall/Sewer Separation west of Otto Street and Roadway Improvements
- Phase 2: Sewer Separation 29th Street from Otto Street to Creston Arms Court

For each phase, ENGINEER will:

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

**ASSUMPTIONS AND CLARIFICATIONS**

This proposal is based on the following assumptions and clarifications.

1. This scope of work does not include environmental, wetlands, endangered species, or archaeological surveys.
2. This scope of work does not include the preparation of construction plan and specifications or supporting documentation to meet specific requirements for any State, Federal, or other grant or loan programs that may be secured for this project. If outside funding is secured for this project, required documentation can be prepared on a TIME and MATERIAL fee basis and only after written approval is received from CLIENT.
3. Subsurface utility investigation or subsurface utility engineering (SUE) is not included in this scope of work. It is assumed that any investigative test holes for existing utilities that may assist in the preparation of the design documents will be performed or contracted by CLIENT separate of this agreement.
4. This proposal does not include assistance for the negotiation or acquisition of property or easements.
5. CLIENT shall be responsible for payment of all applicable permit application fees.
6. ENGINEER assumes that CLIENT will be involved during the course of the project including, but not limited to the following, activities:
  - a. Provide ENGINEER with available record information related to the PROJECT.
  - b. Attend design review meetings, along with other meetings and site visits as required.
  - c. Provide timely approval of deliverables from ENGINEER.

- d. Plan, coordinate, and facilitate public meetings as required.
- e. Attend pre-bid meeting, review addenda, and open bids.
- f. Review the bid evaluation and recommendation of award provided by ENGINEER.

**SECTION 3 TIME FOR PERFORMANCE**

ENGINEER will complete SCOPE OF SERVICES detailed in SECTION 2 of this proposal within 12 months of receiving a notice to proceed.

**SECTION 4 COMPENSATION**

The ENGINEER agrees to perform the tasks 1 through 5 within SECTION 2 SCOPE OF SERVICES for a LUMP SUM fee of \$159,079 dollars (ONE HUNDRED FIFTY NINE THOUSAND, SEVENTY NINE AND 00/100 USD) unless scope changes occur. CLIENT will be billed based on a composite of percent complete with SECTION 2 SCOPE OF SERVICES. The ENGINEER may submit invoices as frequently as monthly.

The fee is split between the engineering and wastewater departments as follows:

Department	Description	Lump Sum Fee
Wastewater	Outfall and Sewer Separation	\$109,103.80
Engineering	Roadway Improvements	\$49,975.20
<b>TOTAL:</b>		<b>\$159,079.00</b>

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

Gonzalez Companies, LLC  
 Attn: Accounting  
 1750 S Brentwood Blvd., Ste. 700  
 St. Louis, MO 63144-1339

Gonzalez Companies, LLC  
 Attn: PM 29<sup>th</sup> Street Improvements  
 525 W. Main St., Suite 125  
 Belleville, IL 62220

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

CITY OF BELLEVILLE  
 MR. E. ROYCE CARLISLE, WASTEWATER DIVISION DIRECTOR  
 MR. TIM GREGOWICZ, P.E., CITY ENGINEER  
 101 SOUTH ILLINOIS STREET  
 BELLEVILLE, IL 62220

## SECTION 5 TERMS AND CONDITIONS

### 1. STANDARD OF PERFORMANCE

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

### 2. INSURANCE

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

### 3. OPINIONS OF PROBABLE COST (COST ESTIMATES)

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

### 4. CONSTRUCTION PROCEDURES

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

### 5. CONTROLLING LAW

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

### 6. SERVICES AND INFORMATION

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

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

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

### 7. SUCCESSORS AND ASSIGNS

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

### 8. RE-USE OF DOCUMENTS

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

### 9. TERMINATION OF AGREEMENT

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

### 10. SEVERABILITY

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

### 11. INVOICES

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

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

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

12. **CHANGES**

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

13. **CONTROLLING AGREEMENT**

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

14. **EQUAL EMPLOYMENT AND NONDISCRIMINATION**

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

15. **HAZARDOUS MATERIALS**

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

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

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

16. **EXECUTION**

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

17. **LIMITATION OF LIABILITY**

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

18. **LITIGATION SUPPORT**

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

19. **UTILITY LOCATION**

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

20. **ESCALATION**

Annual rate escalation of 6% effective January 1, 2015.

21. **PREPAYMENT**

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

22. **JOB CANCELLATION FOR CONVENIENCE FEE**

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

- 23. **PROJECT RESTART FEE**  
Because of substantial cost incurred by the ENGINEER to stop and restart a project once it is underway, should this project's progress be halted at any time for thirty (30) or more calendar days by the CLIENT/OWNER, for any reason, a project restart fee of 10% of the total contract fee to date will be due and payable immediately.
- 24. **LATE PENALTY SCHEDULE**  
All invoices not paid promptly will be subject to the following late payment penalty: 30 to 59 calendar days overdue, \$650; 60 to 89 calendar days overdue, \$850; 90 to 120 calendar days overdue, \$1250; in addition to the interest charges as outlined in term and condition 11.
- 25. **LIMITATION OF DESIGN ALTERNATIVES**  
The ENGINEER will limit the number of design alternatives provided under this contract to three, upon which time the design will be considered complete.
- 26. **GRAPHICS CONTROL**  
Because of its standing as a professional design firm, the ENGINEER has complete control over graphic content and presentation of all studies, reports, and all other documents produced under this agreement.
- 27. **HIGHER FEES PAID FOR CHANGES**  
Any changes requested by the CLIENT/OWNER to the scope of services provided under this agreement after acceptance of 25% completion will be billed at 1.15 times billing rates.

**SECTION 6 INCORPORATION OF EXHIBITS**

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

- Exhibit A      Location Map
- Exhibit B      Man-hour Estimate

**SECTION 7 ACCEPTANCE**

The parties hereto agree as set forth in the preceding pages numbered 1 - 9 inclusive. This proposal is valid for thirty (30) calendar days. If this AGREEMENT meets your approval, please sign where noted below and return one (1) copy to our offices. We will treat this as notice to proceed unless instructed otherwise.

This AGREEMENT effective this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

GONZALEZ COMPANIES, LLC

CITY OF BELLEVILLE

\_\_\_\_\_

\_\_\_\_\_

authorized client representative

Anthony A. Gonzalez-Angel

\_\_\_\_\_

print name

Senior Managing Partner

\_\_\_\_\_

print title

\_\_\_\_\_

date

\_\_\_\_\_

date

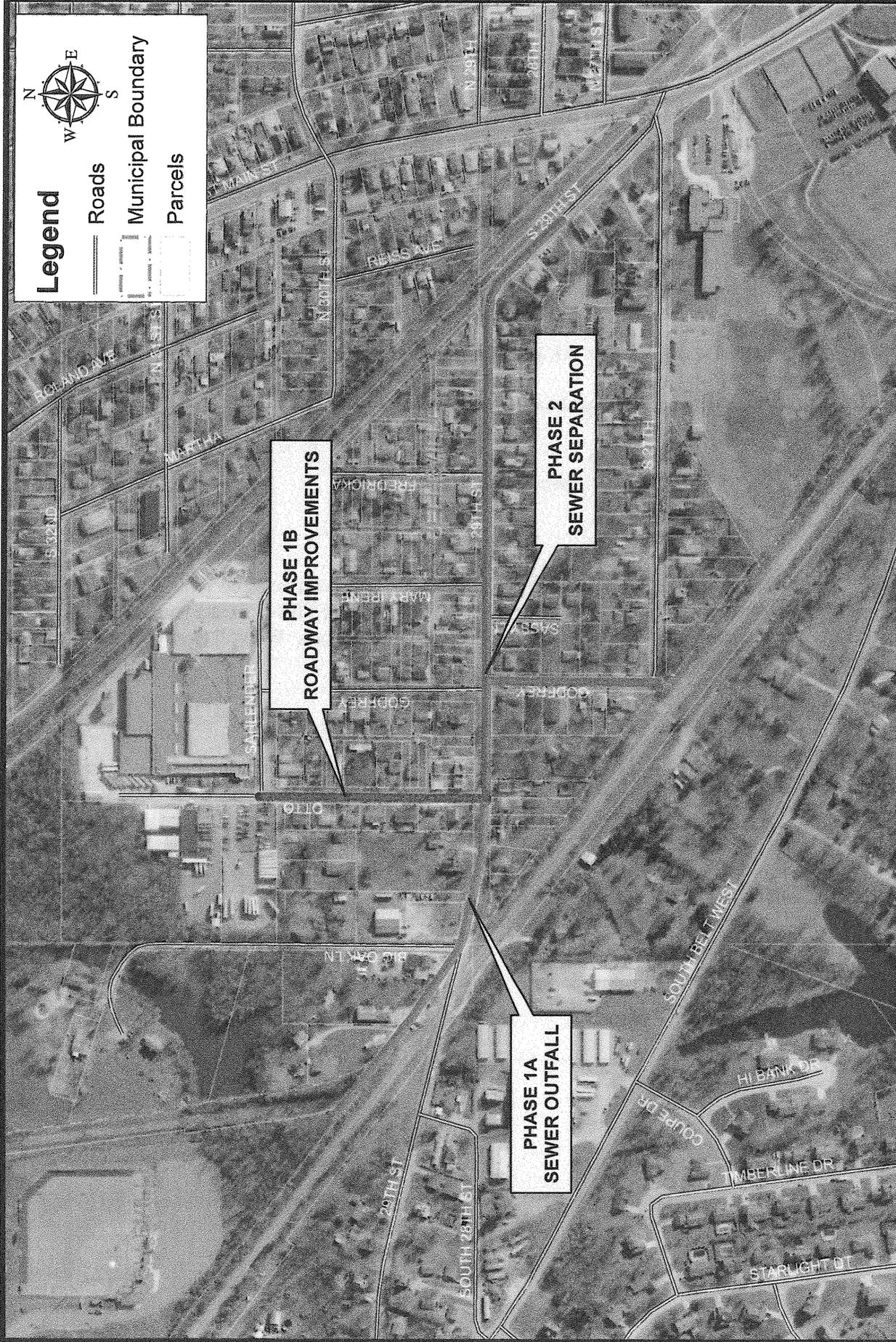
*m:\projects\2014\14-231 29th street sewer separation and roadway improvements\20 design\contract management\14-231\_29th street sewer separation\_agreement\_rev1.docx*

**Legend**

Roads

Municipal Boundary

Parcels



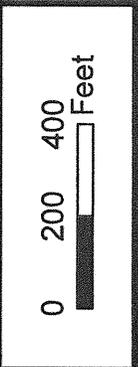
**PHASE 1B  
ROADWAY IMPROVEMENTS**

**PHASE 1A  
SEWER OUTFALL**

**PHASE 2  
SEWER SEPARATION**

<b>PROJECT NO.</b>	14-231
<b>DATE</b>	09/05/14

**CITY OF BELLEVILLE  
LOCATION MAP  
29th Street Sewer Separation  
and Roadway Improvements**



**GONZALEZ COMPANIES, LLC**  
525 W. Main Street, Suite 125  
Belleville, IL 62220  
(618) 222-2225  
www.gonzalezcos.com



**EXHIBIT  
A**

EXHIBIT B

29th Street Sewer Separation and Roadway Improvements  
 MANHOUR ESTIMATE  
 PREPARED BY BF  
 QA'ED BY PJ/KK

ROW ID	PHASES, TASKS AND MILESTONES	Principal	Q/A Manager	Sr. Project Engineer	Project Engineer	Technician IV	Technician III	Technician I	Survey	HOURS
0.00	Pre-Engineering and Contract Negotiation									
1.00	<b>Field Investigation</b>									
1.01	Survey - Control Survey and Research		2		4				18	24
1.02	Survey - Topographic Survey				4				100	104
1.03	Survey - Title Reports (2 assumed)				4				12	16
1.04	Survey - Easement Exhibits (2 assumed)				4				24	28
1.05										0
SUM	<b>SUMMARY</b>	0	2	0	16	0	0	0	154	172
2.00	<b>30% Design</b>									
2.01	H&H modeling and calculations				24		12			36
2.02	Pavement design calculations			16	8		8			32
2.03	Intersection Layout			16	4		12	8		40
2.04	30% Design Plans									0
2.05	Cover Sheet (1)				2		2			4
2.06	Key Map (1)				2		4			10
2.07	Details (1)				4		8			24
2.08	Plan Sheets (15)				32		48	64		160
2.09	30% Basis of Design Memorandum			16	16		12			44
2.10	30% Internal QA (with revisions)		12		8		20			40
2.11	Utility Coordination (correspondence only)				4					4
2.12	30% Meeting and Site Walkthrough	4		8	8					20
2.13										0
SUM	<b>SUMMARY</b>	4	12	72	112	0	126	88	0	414
3.00	<b>Final Design</b>									
3.01	Incorporate 30% Design Comments	2		4	8		16	24		54
3.02	90% Design Plans									0
3.03	Cover Sheet (1)				2		2			2
3.04	Key Map, Legend and General Notes (1)				2		4			6
3.05	Survey Control (1)				4		8			20
3.06	Erosion Control Plan (1)				8		12	24		44
3.07	Plan and Profile Sheets (15)				32		64	120		240
3.08	Details (5)				24		32	64		136
3.09	90% Specifications		6		32					54
3.10	90% Opinion of Probable Construction Cost		4		4		16			36
3.11	90% Internal QA (with revisions)		16		4		12	12		44
3.12	Final Design Revisions	2	8	8	12		16	12		58
3.13										0
SUM	<b>SUMMARY</b>	4	34	72	130	16	166	272	0	694

EXHIBIT B

29th Street Sewer Separation and Roadway Improvements  
 MANHOUR ESTIMATE  
 PREPARED BY BF  
 QA'ED BY P/J/KK

ROW ID	PHASES, TASKS AND MILESTONES	Principal	Q/A Manager	Sr. Project Engineer	Project Engineer	Technician IV	Technician III	Technician I	Survey	HOURS
4.00	Permitting									
4.01	IEPA Sewer Construction		4		8		8			20
4.02										0
SUM	SUMMARY	0	4	0	8	0	8	0	0	20
5.00	Bidding Assistance									
5.01	Prebid Meeting (2)				8					8
5.02	Sale of Bid Sets (2)				4					4
5.03	Response to Bidders Questions (2)		2	2	8					12
5.04	Bid Opening (2)				8					8
5.05	Review of Submitted Bids (2)				4					4
5.06	Bid Award Recommendation (2)	2			4					6
5.07										0
SUM	SUMMARY	2	2	2	36	0	0	0	0	42
<b>TOTAL</b>		<b>10</b>	<b>54</b>	<b>146</b>	<b>302</b>	<b>16</b>	<b>300</b>	<b>360</b>	<b>154</b>	<b>1342</b>



**CONTRACT AMENDMENT NUMBER 3**  
**MASTER STANDARD FORM OF AGREEMENT BETWEEN ARCHITECT & OWNER**

**Architect:**  
 EWR Associates, Inc.  
 391 Frank Scott Parkway East  
 Fairview Heights, IL 62208

**Owner:**  
 City of Belleville Illinois  
 101 South Illinois Street  
 Belleville, IL 62220

**General:**  
 The following amends the existing agreement to provide design services for the above referenced project.

The project, scope, compensation basis and/or other conditions are hereby modified and shall be included as a part of the previously executed Agreement between the Architect and Owner dated 9-17-12.

- AIA B105
- AIA B101
- AIA B143
- EWR Abbreviated Agreement Form
- Other: \_\_\_\_\_

**Description of Amendment:**  
 Add Sprinklers and fire alarm system  
 Modifications and other item as required by the  
 Fire Chief facility evaluation

**Scope of Services as Modified:**  
 See attached project description.

**Pre-Design Services Included:**

- Soil Testing
- Boundary/Survey
- Topographic Survey
- Site Master Planning
- Feasibility Analysis

**Design Services Included:**

- Programming
- Schematic Design
- Architectural Design Development
- Construction Documents
- Bidding Services
- Construction Services
  - Shop Drawings
  - Periodic Observation
  - Pay Request Review
  - Final Punch List
  - Change Order Preparation
  - As-Built Drawing
- Grant Preparation
- Interior Design
- Consulting \_\_\_\_\_
- Rendering(s)

**General Services Included:**

- Cost Estimating
- Outline Specifications
- Complete Specifications
- Manual Drafting
- CADD Drafting Required

**Disciplines Included:**

- Civil Engineering
- Architectural
- Structural Engineering
- Mechanical Engineering
- Electrical Engineering
- Food Service Planning
- Interior Design
- Surveying
- HVAC Design
- Plumbing Design
- Fire Protection

**Compensation Modification:**

Additional Lump Sum Fee \$ 11,500.00  
**Total Fee = \$ 83,500.00**

**Reimbursable Costs:**

Per Master Agreement and Scope of Services attached.

**Billing Rates:**

Billing rates for construction administration services and other agreed upon additional services will be at the following rates:

Principal	\$ 185.00
Sr. Architect	124.00
Project Manager	94.00
Sr. Project Architect	94.00
Project Architect	88.00
Staff Architect I	85.00
Architectural Grad. II	72.00
Architectural Grad. I	65.00
Technician I	65.00
Jr. Technician	60.00
Sr. Technician	76.00
Sr. Designer	88.00
Designer	65.00
Secretary	55.25
Administrative	86.00

**Project Name:** Belleville Public  
 Library 2011 Improvements

**Project No.:** 212153  
**Location:**  
 121 East Washington Street  
 Belleville, IL 62220

**Date:** August 20, 2014

Invoices shall be submitted monthly based on work completed.

If you are in agreement, please sign and return one copy for our file.

**Limits of Liability:**

The Owner agrees to limit the Design Professional's liability to the Owner and to all construction Contractors and sub-Contractors on the project, due to the Design Professional's negligent acts, errors, or omissions, such that the total aggregate liability of the Design Professional to all those named shall not exceed (\$1,000,000) or the Design Professional's total fee for services rendered on this project, whichever is greater.

**SUBMITTED BY:**

EWR Associates, Inc.

*E. William Reichert III*  
 E. William Reichert III, AIA, President

**ACCEPTED BY:**

**Signature**

Mark W. Eckert

**Name**

Mayor, City of Belleville

**Title**

**Date**





## SCOPE OF SERVICES

**DATE:** August 20<sup>th</sup>, 2014

**EWR PROJECT #:** 212153- Contract Modification #3

**PROJECT NAME:** Belleville Public Library - Improvements

**LOCATION:** Main Library, 121 East Washington Street, Belleville, IL 62220

1. EWR will provide design services to coordinate and bid the additional modifications to the Main Library to comply with the City of Belleville Fire Department 's facility review.
2. EWR will coordinate documents to add fire-water service, as designed by Kaskaskia Engineering Group of Belleville Illinois and sprinkler bid documents as provided by BRiC Partnership to provide automatic fire suppression systems for the basement area only.
3. EWR includes the design fee for BRiC Partnership engineering. Kaskaskia Group design services are contracted directly with the City of Belleville, Illinois.
4. EWR fee also includes BRiC Partnership's design fee for the modification of the fire alarm system and all other code violations as outlined by the City's Fire Department.
5. EWR will provide bidding services and contract modification (change orders) for the addition work.
6. EWR will provide shop drawing review and coordination with the consulting engineers, construction observation, punch list and project close out procedures for the additional work.

END OF SCOPE OF SERVICES.





**CONTRACT AMENDMENT NUMBER 3**  
**MASTER STANDARD FORM OF AGREEMENT BETWEEN ARCHITECT & OWNER**

**Architect:**  
 EWR Associates, Inc.  
 391 Frank Scott Parkway East  
 Fairview Heights, IL 62208

**Owner:**  
 City of Belleville Illinois  
 101 South Illinois Street  
 Belleville, IL 62220

**General:**  
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- AIA B105
- AIA B101
- AIA B143
- EWR Abbreviated Agreement Form
- Other: \_\_\_\_\_

**Description of Amendment:**  
 Add Sprinklers and fire alarm system  
 Modifications and other item as required by the.  
 Fire Chief facility evaluation

**Scope of Services as Modified:**  
 See attached project description.

- Pre-Design Services Included:**
- Soil Testing
  - Boundary/Survey
  - Topographic Survey
  - Site Master Planning
  - Feasibility Analysis

**Design Services Included:**

- Programming
- Schematic Design
- Architectural Design Development
- Construction Documents
- Bidding Services
- Construction Services
  - Shop Drawings
  - Periodic Observation
  - Pay Request Review
  - Final Punch List
  - Change Order Preparation
  - As-Built Drawing
- Grant Preparation
- Interior Design
- Consulting \_\_\_\_\_
- Rendering(s)

- General Services Included:**
- Cost Estimating
  - Outline Specifications
  - Complete Specifications
  - Manual Drafting
  - CADD Drafting Required

- Disciplines Included:**
- Civil Engineering
  - Architectural
  - Structural Engineering
  - Mechanical Engineering
  - Electrical Engineering
  - Food Service Planning
  - Interior Design
  - Surveying
  - HVAC Design
  - Plumbing Design
  - Fire Protection

**Compensation Modification:**  
 Additional Lump Sum Fee \$ 11,500.00  
**Total Fee = \$ 83,500.00**

**Reimbursable Costs:**  
 Per Master Agreement and Scope of Services attached.

**Billing Rates:**  
 Billing rates for construction administration services and other agreed upon additional services will be at the following rates:

Principal	\$ 185.00
Sr. Architect	124.00
Project Manager	94.00
Sr. Project Architect	94.00
Project Architect	88.00
Staff Architect I	85.00
Architectural Grad. II	72.00
Architectural Grad. I	65.00
Technician I	65.00
Jr. Technician	60.00
Sr. Technician	76.00
Sr. Designer	88.00
Designer	65.00
Secretary	55.25
Administrative	86.00

**Project Name:** Belleville Public Library 2011 Improvements

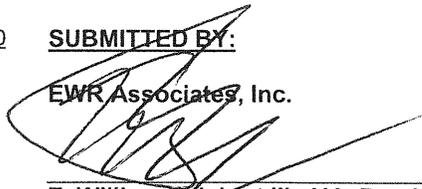
**Project No.:** 212153  
**Location:** 121 East Washington Street  
 Belleville, IL 62220

**Date:** August 20, 2014

Invoices shall be submitted monthly based on work completed.

If you are in agreement, please sign and return one copy for our file.

**Limits of Liability:**  
 The Owner agrees to limit the Design Professional's liability to the Owner and to all construction Contractors and sub-Contractors on the project, due to the Design Professional's negligent acts, errors, or omissions, such that the total aggregate liability of the Design Professional to all those named shall not exceed (\$1,000,000) or the Design Professional's total fee for services rendered on this project, whichever is greater.

**SUBMITTED BY:**  
  
 EWR Associates, Inc.  
 E. William Reichert III, AIA, President

**ACCEPTED BY:**  
 \_\_\_\_\_  
**Signature**  
 Mark W. Eckert  
 \_\_\_\_\_  
**Name**  
 Mayor, City of Belleville  
 \_\_\_\_\_  
**Title**  
 \_\_\_\_\_  
**Date**





## SCOPE OF SERVICES

**DATE:** August 20<sup>th</sup>, 2014

**EWR PROJECT #:** 212153- Contract Modification #3

**PROJECT NAME:** Belleville Public Library - Improvements

**LOCATION:** Main Library, 121 East Washington Street, Belleville, IL 62220

1. EWR will provide design services to coordinate and bid the additional modifications to the Main Library to comply with the City of Belleville Fire Department 's facility review.
2. EWR will coordinate documents to add fire-water service, as designed by Kaskaskia Engineering Group of Belleville Illinois and sprinkler bid documents as provided by BRiC Partnership to provide automatic fire suppression systems for the basement area only.
3. EWR includes the design fee for BRiC Partnership engineering. Kaskaskia Group design services are contracted directly with the City of Belleville, Illinois.
4. EWR fee also includes BRiC Partnership's design fee for the modification of the fire alarm system and all other code violations as outlined by the City's Fire Department.
5. EWR will provide bidding services and contract modification (change orders) for the addition work.
6. EWR will provide shop drawing review and coordination with the consulting engineers, construction observation, punch list and project close out procedures for the additional work.

END OF SCOPE OF SERVICES.





AIA®

# Document G701™ – 2001

## Change Order

<b>PROJECT</b> <i>(Name and address):</i>	<b>CHANGE ORDER NUMBER:</b> 002	<b>OWNER:</b> <input checked="" type="checkbox"/>
Belleville Public Library 2011 Improvements 121 East Washington Street Belleville, IL 62220	<b>DATE:</b> August 7, 2014	<b>ARCHITECT:</b> <input checked="" type="checkbox"/>
<b>TO CONTRACTOR</b> <i>(Name and address):</i>	<b>ARCHITECT'S PROJECT NUMBER:</b> 212153	<b>CONTRACTOR:</b> <input checked="" type="checkbox"/>
Century Service and Construction, Inc. 13 Horizon Drive Belleville, IL 62226	<b>CONTRACT DATE:</b> April 30, 2014	<b>FIELD:</b> <input type="checkbox"/>
	<b>CONTRACT FOR:</b> General Construction	<b>OTHER:</b> <input type="checkbox"/>

**THE CONTRACT IS CHANGED AS FOLLOWS:**

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

1. New vinyl floor & base in Staff toilet. Add \$1,597.00
2. 48 - 3/8" Glass shelves for display cases. Add \$2,554.30
3. Raise junction box on roof for RTU #2. Add \$440.09
4. LED Bookcase lighting. Add \$4,266.00
5. Electrical & Data changes first floor. Add \$222.23.
6. Electrical & Data changes second floor. Add \$3,448.52
7. Credit for H-shaped 1/2 wall on second floor. Deduct \$1,550.00
8. Glaenzer RFI-2 Panel PC boiler room. Add \$2,792.00
9. Glaenzer RFI-3 T&M Fire alarm wiring re-route. Add \$552.80
10. Add additional outlet at book security gate. Install wire mold and carpet ramp to manage wires. Add \$227.82
11. Repaint accent wall at West Branch Library. Add \$770.56
12. Change green accent carpet tile to blue accent carpet tile. Add \$1,699.69
13. Switch bank on second floor change. Add \$373.00
14. Glaenzer RFI-4 Computer room lighting. No charge.

**Attachments:**

1. Attachment 'A', 3 pages.

The original Contract Sum was	\$ 570,417.00
The net change by previously authorized Change Orders	\$ 71,580.89
The Contract Sum prior to this Change Order was	\$ 641,997.89
The Contract Sum will be increased by this Change Order in the amount of	\$ 17,394.01
The new Contract Sum including this Change Order will be	\$ 659,391.90

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

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

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



NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

EWR Associates, Inc.  
ARCHITECT (Firm name)

391 Frank Scott Parkway East, Fairview  
Heights, IL 62208  
ADDRESS

BY (Signature)

E. William Reichert III, AIA  
(Typed name)

8/9/2014  
DATE

Century Service and Construction, Inc.  
CONTRACTOR (Firm name)

13 Horizon Drive, Belleville, IL 62226  
ADDRESS

BY (Signature)  
*Debra Boza*

Jim Boza Debra  
(Typed name)

8/7/2014  
DATE

City of Belleville  
OWNER (Firm name)

101 South Illinois Street, Belleville, IL  
62220  
ADDRESS

BY (Signature)

Mark W. Eckert  
(Typed name)

DATE



**CENTURY SERVICE & CONSTRUCTION INC.**

13 Horizon Drive  
 Belleville, Illinois 62226

Office: 618-236-1444  
 Fax: 618-236-9822

**CHANGE ORDER PROPOSAL II**

EWR Associates, Inc.  
 391 Frank Scott Parkway East  
 Fairview Heights, Il 62208

August 6, 2014

Attention: Steve Downen

As requested here is a breakdown of the proposed change orders for the East branch.

1. New vinyl floor & base in Staff toilet.

Paul Abt	\$1,284.00
R&R toilet	\$ 150.00
O.H./Profit	\$ 143.00
Bond	\$ 20.00
<b>Total</b>	<b>\$1,597.00</b>

2. 48 – 3/8” Glass shelves for display cases.

Com. Dr. & Hdw.	\$45.00 x 48 = \$2,160.00
Measure and Deliver	\$ 140.00
O.H./Profit	\$ 216.00
Bond	\$ 38.30
<b>Total</b>	<b>\$2,554.30</b>

3. Raise junction box on roof for RTU #2

Glaenzer Elec.	\$394.09
O.H./Profit	\$ 39.40
Bond	\$ 6.60
<b>Total</b>	<b>\$440.09</b>

4. LED Bookcase lighting.

Glaenzer Elec.	\$3,540.00
Century Labor	\$ 280.00
O.H./Profit	\$ 382.00
Bond	\$ 64.00
<b>Total</b>	<b>\$4,266.00</b>



5. Electrical & Data changes first floor.

Glaenzer Elec.	\$199.00
O.H./Profit	\$ 19.90
Bond	\$ 3.33
<hr/>	
Total	\$222.23

6. Electrical & Data changes second floor.

Glaenzer Elec.	\$3,088.00
O.H./Profit	\$ 308.80
Bond	\$ 51.72
<hr/>	
Total	\$3,448.52

7. Credit for H-shaped ½ wall on second floor.

George Weis Co.	\$650.00
Century Labor	\$560.00
Cordes Ptg.	\$124.00
MPM Oak trim	\$216.00
Electrical credit in #7	0
<hr/>	
Total	( \$1,550.00 )

8. Glaenzer RFI-2 Panel PC boiler room

Glaenzer Elec.	\$2,500.00
O.H./Profit	\$ 250.00
Bond	\$ 42.00
<hr/>	
Total	\$2,792.00

9. Glaenzer RFI-3 T&M Fire alarm wiring re-route.

Glaenzer Elec.	\$495.00
O.H./Profit	\$ 49.50
Bond	\$ 8.30
<hr/>	
Total	\$552.80

10. Add additional outlet at book security gate, closer to transformer since unit had to be placed farther away from entry doors to satisfy accessibility code. Install wire mold and carpet ramp to manage wires.

Glaenzer Elec.	\$169.00
Carpet ramp	\$ 35.00
O.H./Profit	\$ 20.40
Bond	\$ 3.42
<hr/>	
Total	\$227.82



11. Repaint accent wall at West Branch Library.

Cordes Painting	\$690.00
O.H./Profit	\$ 69.00
Bond	\$ 11.56
<hr/>	
Total	\$770.56

12. Change green accent carpet tile to blue accent carpet tile.

Abt Flooring	\$1,522.00
O.H./Profit	\$ 152.20
Bond	\$ 25.49
<hr/>	
Total	\$1,699.69

13. Switch bank on second floor change.

Glaenzer Elec.	\$334.00
O.H./Profit	\$ 33.40
Bond	\$ 5.60
<hr/>	
Total	\$373.00

These are all of the changes you have asked for to date. See attached subcontractor and supplier quotes that we used to price these changes.

Thanks,  
Jim Bozsa  
Century Service & Construction Inc.



Jim Karwoski  
2648 Katrine Lake Drive  
Belleville, IL 62221  
September 22, 2014

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

Dear Mr. Cook

The Belleville Hockey Program would like to again sponsor our fourth annual 5K run and half mile fun run on Thanksgiving Morning with the event beginning at 8:00am.

We would use the same route as last year with a small minor adjustment being that run was a wonderful route. We would like to block off Main Street from the Square to 16<sup>th</sup> Street and we would need only one policeman to help.

With the early start on a Holiday morning I do not expect a lot of traffic. Thank you for your consideration. We would love to get an earlier start this year in organization for better preparation.

Sincerely,

A handwritten signature in black ink, appearing to read "Jim Karwoski", with a long, sweeping horizontal line extending to the right.

Jim Karwoski  
President  
Belleville Hockey Club



## City Clerk Dallas Cook

---

**From:** Kathy Wilson [kwilson@hospice.org]  
**Sent:** Monday, September 29, 2014 9:50 AM  
**To:** dbcook@belleville.net  
**Subject:** FW: 5K Race Route  
**Attachments:** race route notation.pdf

Mr. Cook,

Hospice of Southern Illinois, Your Community Not-For-Profit Hospice, would like to request the approval of the attached race route for our upcoming "Run to Remember 5K Run/Walk" on Saturday, November 15, 2014. The route has been approved through Mr. Schneider, Police and Fire Chiefs.

I will visit with each of the businesses around the route this and/or next week to advise them of the race.

If you have any questions please contact me. Thank you for your time and I look forward to your response.

### **Kathy Wilson, MBA**

Event Coordinator

Development Department

#### **Hospice of Southern Illinois**

800.233.1708 (On call support 24/7)

618.235.1703 (Local) / 618-222-5969 (Fax)

618.791.5919 (Cell)

[www.hospice.org](http://www.hospice.org)

See "How I Can Help" for event schedule!

*[Click here](#)* for information for Hospice of Southern Illinois "FUNdraisers"!

CONFIDENTIALITY NOTICE: This e-mail transmission may contain confidential information. The information is only for the use of the individual(s) or entity to which it is intended, even if addressed incorrectly. If you have received this e-mail in error, please forward it immediately to [privacy@hospice.org](mailto:privacy@hospice.org) or call 1-800-233-1708 and ask for the Privacy Officer. We ask that you also delete it from your computer if you are not the intended recipient. Thank you for your cooperation. For more information on Hospice of Southern Illinois, visit our website at [www.hospice.org](http://www.hospice.org).

---

**From:** Kathy Wilson  
**Sent:** Tuesday, September 16, 2014 4:39 PM  
**To:** 'Jim Schneider'  
**Subject:** 5K Race Route

Jim, per our conversation, I would request the attached route be approved for a 5K to benefit Hospice of Southern Illinois on Saturday, November 15, 2014. I have requested registration at Martin Glass and expect them to approve same.

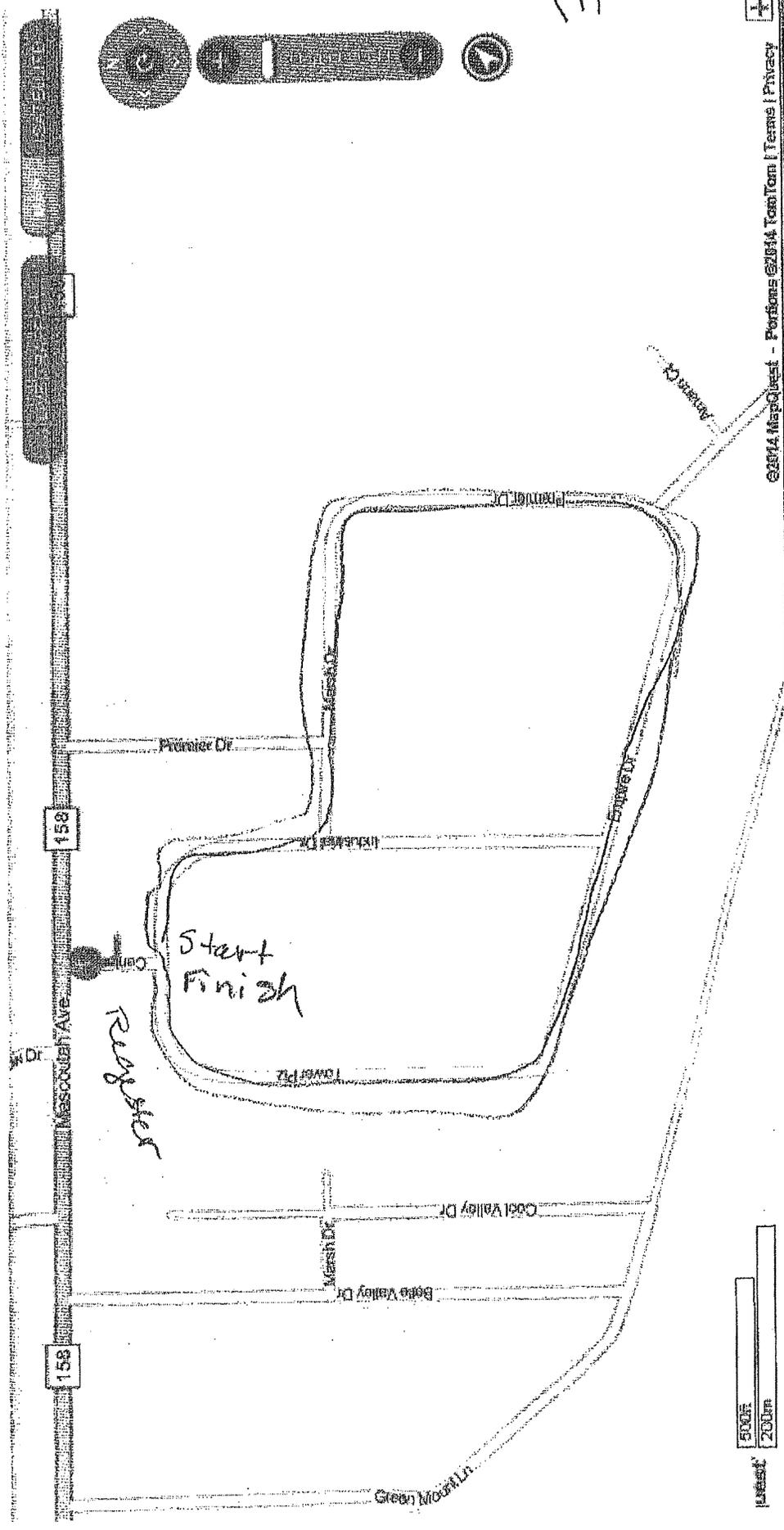
Route begins at "t" at Center Drive to the east.

Two rounds beginning at Industrial to Marsh to Premier to Empire to Tower Plz back to Industrial (basically around the big circle two times) is 1.3 miles giving us 2.6 miles;

Then one round from Industrial to Empire to Tower Plz to Center (basically the east "circle") is .8 miles = just a smidge over the mileage we need for the 5K.

If you have any questions please contact me. Thank you for your time and consideration and look forward to your response.

Registration 8-9 am  
 Start 9 am  
 2 rounds; Industrial to Marsh to Premier to Empire to  
 Tower Plz to Industrial; Repeat



500ft 200m  
 ©2014 MapQuest - Persons ©2014 TomTom | Terms | Privacy  
 MapQuest

5

# STREET BANNER PERMIT

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



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

PHONE: 618-233-6810 FAX: 618-233-2241

## Please Print

Organization/Group Making Request: Belleville Holzschnitzers Wood Carvers

Name of Contact Person: Grant Ehret

Address: 111 Premier Dr., Belleville, IL 62220  
(Street) (City) (Zip)

Home Phone: (618) 234-4892 Work Phone: (618) 233-1018

Nature of Event Annual Wood Carvers Show

Event Dates: November 1 & 2, 2014 Event Location: Belle-Clair Expo Hall

Display Content: Wood Carvers Demonstration Show

Description of any graphics to be used: Copy enclosed

Signature of Applicant: *Grant Ehret* Date: 9/24/14

**DISPLAY CONTENT:** The City of Belleville reserves the right to, not display any banner if in it's opinion the content is inappropriate or offensive to anyone or group. Only events held in Belleville, open to the general public and sponsored by Civic or Not-For-Profit Organizations will be displayed.

**THE CITY OF BELLEVILLE ASSUMES NO RESPONSIBILITY FOR ANY DAMAGE TO SAID BANNER DURING INSTALLATION, DISPLAYING OR REMOVAL PROCESS.**

<b>FOR OFFICE USE ONLY</b>	
Approved by City Council: ___ / ___ / ___	
Installation Date: ___ / ___ / ___	Removal Date: ___ / ___ / ___

*Pre-Production Art Proof*

Information concerning this proof should be sent to:  
E-mail: pm@paddock-inc.com  
Fax: (618) 277-1580  
Phone: (800) 458-3546

Approved: Ann Hays  
Project Management  
Sales Presentation  
Retail Presentation  
Sales Enhancement  
Program Fulfillment  
Description  
Marketing Materials  
Graphics Overlay's  
Final Art

**This artwork is presented at REDUCED scale.**  
**Actual banner is 36' x 4'.**

### This artwork is your pre-production proof!

It is critical that you review each point noted below to be sure that the finished product meets or exceeds all of your layout requirements. Check each box indicating that you have reviewed this point and it agrees with your expectations. All circles MUST be checked in order for us to be able to proceed on this order.

**Types** Typographical errors are the most common correction found in pre-production proofs. Please check the wording, punctuation, spelling and grammar carefully to be sure that it meets with your intended expectations.

**General Dimensioning** Although this is an electronic proof, scaling should be correct in the width and height. Please use the ruler at the left and bottom of this page to determine what shift in scale has taken place during us sending this artwork.

**Features** Size, shape and other mechanical features create your part. Please check for proper location of holes, size of corner features and overall shape.

**Colors** On email artwork, colors will be applied and general in this proof. Colors in this file are not exact. Actual imprint and product colors are noted below. Final imprint colors will match the specification outlined in the order confirmation document.

**Background:** 1/4" White Open Mesh

**Imprint:** Royal Blue / Red As Indicated

(All items must be checked)

Approved By: *Ann Hays*

In addition to this document confirming approval of this artwork is stands as an instrument confirming your intent to purchase, retain and your commitment to pay for any billings associated with the goods represented. If you feel there is an error in this approval document or the Acknowledgment which proceeded it, please contact us at (800) 458-3546. If you have not received your order acknowledgment, please contact us immediately!

**Please fax to (618) 277-1580**

**Notes:** Thank you for allowing us to service your needs. If you have any comments about how we could improve our service, please let us know.

BELLEVILLE  
HOLZSCHNITZERS  
PRESENTS

ANNUAL MIDWESTERN  
WOOD CARVERS SHOW

1ST SAT & SUN  
NOVEMBER  
BELLE CLAIR  
FAIR GROUNDS





Office of the President

2500 Carlyle Avenue • Belleville, IL 62221-5899

866-942-SWIC (7942), ext. 5247 • 618-235-2700, ext. 5247 • Fax 618-277-0631

September 29, 2014

Honorable Mark W. Eckert, Mayor and  
Belleville City Council Members  
City Hall  
101 South Illinois Street  
Belleville IL 62220

Re: Usage Request for Light Pole Banners on East Main Street

Dear Honorable Mayor Eckert and Belleville City Council Members:

Southwestern Illinois College (SWIC) is interested in producing 40 banners for placement on half of the city's 80 pole inventory from the fountain to 700 East Main: 20 per each side of the street (exact locations negotiable) after removal of the Belleville 200 banners.

Belleville is fortunate to have two quality institutions of higher learning: Lindenwood University and Southwestern Illinois College. Lindenwood currently has 52 banners on West Main Street, some with their Lynx cat mascot; and the others with LU. Similarly SWIC would use its mascot, Kashmir the snow leopard, and our SWIC logo on the banners.

The SWIC banners will meet city-shared specifications and will be paid for by SWIC, likely working with the city and SWIC supplier In-Focus Marketing. There is no cost to SWIC beyond banner productions, i.e. no rental fees or charge for installation. The banners would be replaced at SWIC's cost should they become weathered.

The SWIC Board of Trustees and I would be most appreciative of your favorable granting of our request. Please contact me should you have any questions or need additional information. Thank you.

Pay It Forward,

A handwritten signature in cursive script that reads 'Georgia Costello, Ph.D.'.

Georgia Costello, Ph.D.

President



## Jennifer Starnes

---

**From:** Erin Clifford [eclifford@belleville.net]  
**Sent:** Wednesday, October 01, 2014 9:36 AM  
**To:** jstarnes@belleville.net  
**Subject:** FW: Halloween block party street closure

**From:** Brian Besse [mailto:brnbesse@gmail.com]  
**Sent:** Wednesday, October 01, 2014 9:21 AM  
**To:** eclifford@belleville.net  
**Subject:** Halloween block party street closure

I am requesting to block off the first block of high street between East main and east Washington on October 25 th at 3 pm till 1am on the early morning of October 26 th. Music will be played from approximately 7 pm till midnight or 15 minutes after the costume contest.

Brian Besse  
Seven restaurant and lounge  
7 s. High st  
Belleville, Il 62220  
618-277-6700  
314-705-1122



## RESOLUTION NO. 3203

WHEREAS, the Optimist Club of Belleville is sponsoring a Santa Parade in the City of Belleville which event constitutes a public purpose;

WHEREAS, this parade will require the temporary closure of Route 159, a State Highway in the City of Belleville at the Public Square from Lincoln to "A" Streets;

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 from Lincoln to "A" Streets 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 9:30 a.m. and 12:00 noon on Friday, November 28, 2013.

BE IT FURTHER RESOLVED that this closure is for the public purpose of holding a parade.

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: No detour route will be used because the parade will break to let traffic through.

\*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, those 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.)

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

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

ADOPTED by the City Council of the City of Belleville this 8<sup>th</sup> day of October, 2014.

\_\_\_\_\_  
Dallas B. Cook, City Clerk

APPROVED by the Mayor of the City of Belleville this 8<sup>th</sup> day of October, 2014.

ATTEST:

\_\_\_\_\_  
Dallas B. Cook, City Clerk

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

ORDINANCE NO. 7808

A ZONING ORDINANCE IN RE CASE #57SEPT14

Felecia A. Randolph

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

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

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

**Whereas**, an application has been filed requesting a Use variance in order to operate a boutique at 9454 W. Main St. located in a C-1 Light Commercial Zoning District. (Applicable portion of zoning code: 60-6-43)

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

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

**Section 1.** That the application requesting a Use variance in order to operate a boutique at 9454 W. Main St. located in a C-1 Light Commercial Zoning District is hereby granted. (Applicable portion of Zoning Code: 60-6-43).

**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. 7809

A ZONING ORDINANCE IN RE CASE #58SEPT14

Phillip G. Elmore

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

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

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

**Whereas**, an application has been filed requesting an Area/bulk variance in order to build a room addition closer than 25' to the rear property line at 534 Lafayette located in an A-1 Single Family Zoning District. (Applicable portion of zoning code: 60-6-3).

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

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

**Section 1.** That the application requesting an Area/bulk variance in order to build a room addition closer than 25' to the rear property line at 534 Lafayette located in an A-1 Single Family Zoning District is hereby granted. (Applicable portion of zoning code: 60-6-3).

**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. 7810

A ZONING ORDINANCE IN RE CASE #59SEPT 14  
Hicks & Spector, LLC

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

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

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

**Whereas**, an application has been filed requesting a Sign Installation permit in Area of Special Control in order to install one (1) 30" x 15" flush mounted, non illuminated sign at 20 E. Main St. located in a C-2 Heavy Commercial Zoning District. (Applicable portion of sign code: 53-4-6).

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

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

**Section 1.** That the application requesting a Sign Installation permit in Area of Special Control in order to install one (1) 30" x 15" flush mounted, non illuminated sign at 20 E. Main St. located in a C-2 Heavy Commercial Zoning District is hereby granted. (Applicable portion of sign code: 53-4-6).

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

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

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

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

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

\_\_\_\_\_  
MAYOR

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

ORDINANCE NO. 7811

A ZONING ORDINANCE IN RE CASE #60SEPT14

Alisa Vaughn

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

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

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

**Whereas**, an application has been filed requesting a Special use permit for a liquor license at 9735 West Main St. located in a C-2 Heavy Commercial Zoning District. (Applicable portion of zoning code: 60-6-50).

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

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

**Section 1.** That the application requesting a Special use permit for a liquor license at 9735 West Main St. located in a C-2 Heavy Commercial Zoning District is hereby granted with the following stipulation: (Applicable portion of zoning code: 60-6-50)

1. No outside music after 9:00 p.m. Monday through Saturday and none on Sunday.

**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

## Jennifer Starnes

---

**From:** Joseph Hayden [joe Hayden9@yahoo.com]  
**Sent:** Thursday, October 02, 2014 7:20 AM  
**To:** meckert@belleville.net; tgregowicz@belleville.net; jmaitret@belleville.net; CHIEFCLAY@bellevillepolice.org  
**Cc:** eclifford@belleville.net; ward6@bellevilleweb.com; dbcook@belleville.net; jtebbe@bnd.com; 'Couch Jeff'; lbrowning@bnd.com; jlee@bnd.com; jstarnes@belleville.net; publicRelations@lindenwood.edu; gph@bphlaw.com; chiefsecy@bellevillepolice.org  
**Subject:** L.U Traffic Study West Main and S. 23rd St.

Th/10/2/14/AD

Good Morning ALL:

I am requesting the following information. I see no reason why it cannot be provided in short fashion, but for sure I hope by this coming Monday. I would like it sent in PDF as soon as possible by email and also copies in hard paper form placed in my mail box and/or council packet.

Tim: I would like a copy of the study done for the pedestrian cross walk light by Governor French Academy; especially since this is a mid-block cross walk that is usually not preferred per the Federal Uniform Traffic Manual. I also would like a copy of the study done to place the current push button flashing yellow pedestrian cross walk lights at 23rd and West Main.

Tim: could you please provide me the previous cost projections and studies done for the Traffic Lights that were to be considered out by the new Belle-Valley school that were never implemented.

Jamie: I would appreciate you providing the cost for the pedestrian cross walk light by Governor French Academy. In addition I would like the cost for the flashing yellow pedestrian cross walk lights at 23rd and West Main as well as the cost for the cross walk area that is at the West entrance of the circle drive of LU. Perhaps, Tim may have to help you with these figures.

Tim, when is the last time we did a traffic count in this area of West Main and S. 23rd? In addition, how many traffic counters did we buy and what was the cost? Tim, can you check with the State of Illinois for any "Impact Studies" done as it relates to the new crime lab; in particular, how many vehicles it would serve on an average basis? This is all information that one would not want to duplicate regardless of any future plans, correct? Tim, can you get me the traffic counts for Carlyle Ave/161 by Belleville East and the old Wal-Mart complex. I would also like another copy of the traffic counts done on S. 11th and West Main. BTW: did you get my request to do a traffic count on State St. between Centreville and S. 8th, I have not got a response?

Jamie, this proposed nearly \$30,000.00 study in question; what account and where can I locate it in the current budget? I cannot seem to find it. Also, what account(s) is the funds budgeted from?

Mayor: I would like all correspondence from and to L.U. by you and anyone associated with the City of Belleville and anyone associated with L.U., including but not limited to emails, letters, phone call notes, dates of meetings in person and field notes as it relates to this study. I also ask the same for any communications with EFK Moen Engineering firm. Again, to be candid, I would hope this would be provided ASAP; for, an Alderman should not have to FOIA such information. Mayor, can you please explain why this project was never sent to the Finance Committee as all projects, budgeted or not of this magnitude usually are?

Chief Clay: Could you please provide how many warnings and speeding tickets that have been handed out since the speed limit of 25-MPH was extended to S. 30th St.? Has any tickets been issued to drivers for violating the pedestrian cross walk been handed out? Have we had any concerns at the West Main and S. 28th St. crossing as it relates to use by Union School students? Also, has the Belleville PD done any/or considered doing a pedestrian traffic watch and hand out warnings and/or tickets to "Jay-Walkers?" Such a practice could provide an immediate attitude adjustment and be useful in educating these young adults to use the appropriate cross walks established.

To All, I am CCing publicRelations@lindenwood.edu as to ask that they forward this email to: James D. Evans, PhD, President of LU as to make him aware of my inquiries and concerns and that he consider providing a detailed written concern of L.U. Belleville's goals and concerns for this study. Remember, it was stated by the mayor it was the immediate concerns of LU-Belleville as to why no competitive bid process, i.e. a Request for Proposal (RFQ) was not done. This is a form of a bid process. I keep hearing the need for turn lanes, yet Main Street has such. Also, with the new dorms and new crime lab built to the or close to the Rights-of-way, I see no way to expand this road without tearing out new concrete construction as it relates to turn lanes on S. 23<sup>rd</sup>. Such consideration should have been done before the variance to allow LU's modified set-backs and the crime lab was built.

I have no issue using perhaps up to \$5,000.00 for a Pedestrian Cross walk short study and design; however, a \$30,000.00 study when all I understand that LU wants is a stop light to stop traffic for the students to cross safely is just too much; especially, when all dorms are not done and traffic patterns are not established and will take some time for true patterns to developed for both pedestrians and vehicles.

Lastly, City Clerk Dallas Cook, can you make a copy of this email and place it in all the Aldermen's packets?

I thank you all in advance for your assistance and cooperation. It is our duty to serve the taxpayers and that has been my number one goal as we explore these concerns and try to provide safety for the students of LU.

**Joseph W. Hayden – MPA**  
**Alderman of Ward-5**  
**City of Belleville, IL**  
**Ph. # (618) 234-8956**

"Let the will of the people, be the law of the land. . .FOR ALL OF BELLEVILLE."

## **FLS-Insurance**

**Agent/Producer**

**One Agent up to 9-Quotes !**

**FLS-INSURANCE = QUALITY & SAVINGS!**

Master's of Public Administration/Affairs, SIU-Carbondale and  
Bachelor Science Degree, Government/Political Science - SIU-Edwardsville

Proud Member of the Belleville Khoury League, Inc.

Proud Supporter of Juvenile Diabetes Research Fund, Inc. (JDRF).

JWH...

This message may contain confidential and/or proprietary information and is intended for the person(s) entity to whom it was originally addressed. Any use by others is strictly prohibited. If you receive this message in error, please report it.

Resolution No. 3146

**A RESOLUTION OF SUPPORT FOR COMPLETE STREETS**

**WHEREAS**, “Complete Streets” are defined as streets that are designed to accommodate all users of all abilities, including motorists, pedestrians, bicyclists, and transit riders;

**WHEREAS**, “Complete Streets” will vary depending on the surrounding land uses and densities and its general context, however street and transportation plans should always be guided by the principle that streets should promote multiple transportation options for all people;

**WHEREAS**, “Complete Streets” are an important component of economic development and community development by helping create walkable and vibrant communities, which attract and retain businesses and residents, and allow for the option to safely walk or bicycle to school, work, parks, or other community destinations;

**WHEREAS**, “Complete Streets” can play an important role by reducing pedestrian and bicyclist conflicts, reduce traffic congestion, improve air quality both by promoting alternative forms of transportation and by helping improve traffic flow;

**WHEREAS**, the people of the City of Belleville have expressed a desire and need for walking and bicycling options;

**WHEREAS**, the design and construction of new facilities should anticipate future demand for bicycling, walking, and other alternative transportation facilities and not preclude the provision of future improvements;

**WHEREAS**, more than five hundred other jurisdictions and agencies nationwide have adopted Complete Streets policies, including the United States Department of Transportation, the Illinois Department of Transportation, and numerous communities;

**WHEREAS**, “Complete Streets” are supported by the Institute of Transportation Engineers, American Planning Association, US Conference of Mayors, and other planning and public health professionals;

**NOW THEREFORE be it resolved by the City of Belleville that:**

1. The City of Belleville will strive, where practical and economically feasible, to incorporate "Complete Streets" elements into all transportation projects in order to provide appropriate accommodation for bicyclists, pedestrians, transit users and persons of all abilities, while promoting safe operation for all users, in comprehensive and connected networks in a manner consistent with, and supportive of, the surrounding community.

2. The City of Belleville, recognizing that this resolution is a first step, shall develop and adopt a comprehensive "Complete Streets" policy to support and ensure the implementation of Section 1 above.

3. The City of Belleville shall coordinate with St. Clair County, Illinois Department of Transportation, and related advisory and community organizations to develop implementation strategies, which may include revising and updating processes, policies, procedures, design and construction manuals, and other guidance to assist in this resolution's implementation.

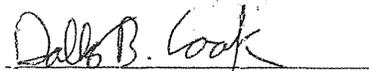
**PASSED** by the City Council of the City of Belleville, Illinois on this 16TH day of SEPTEMBER 2013 on the following roll call vote:

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

**APPROVED** by the Mayor of the City of Belleville, Illinois this 16TH day of September, 2013.

  
MAYOR

ATTEST:

  
CITY CLERK

# Complete Streets For Belleville

Laying the foundation for a connected Complete Streets system in Belleville



## Summary Report of Committee Activities to Date

September 2014



# Belleville Complete Streets Committee

Rebecca Boyer

Gloria Crowder

Glenn Friederich

Larry McLean

Ryan Norrenberns

Joy Paeth

Bob White

Angela Wingo

Elle Davis, City of Belleville

Stephen Ibendahl, HeartLands Conservancy

Sarah Vogt, HeartLands Conservancy

## About We Choose Health

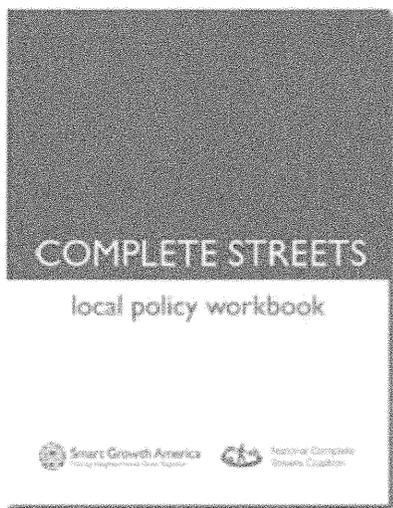
This project is part of the Illinois Department of Public Health's We Choose Health Initiative, which is made possible by funding from the Centers for Disease Control and Prevention.

# Background of Committee

In 2013, six communities in St. Clair County, including the City of Belleville, passed an initial complete streets resolution.

In 2014, HeartLands Conservancy and the St. Clair Complete Streets Committee worked with three of the six communities to further evaluate opportunities to advance policy or recommendations that would improve bicycling and walking in those communities.

In Belleville, an “ad-hoc” committee was formed by the Mayor with 8-10 members including representatives from the City Council, Planning and Zoning Commission, and other City stakeholders (homeowners association, chamber of commerce, etc). This committee met four times over the course of four months facilitated by HeartLands Conservancy. Using a workbook created by Smart Growth America and the National Complete Streets Coalition entitled ‘Complete Streets - Local Policy Workbook’ as a guide, the committee evaluated existing City policies, ordinances, and plans.

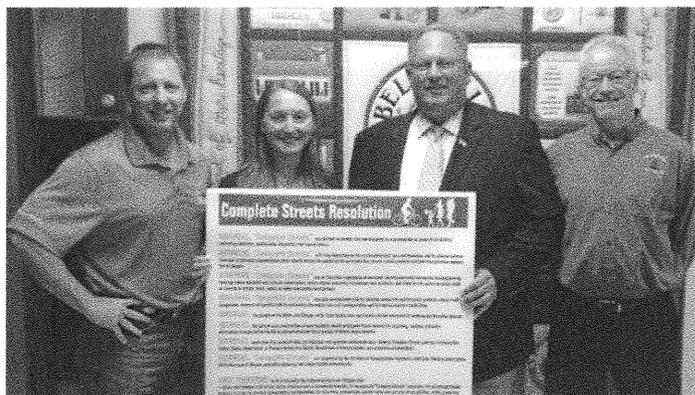


With the goal of improving walking and biking infrastructure in Belleville the committee will present beneficial policy change recommendations to the City Council for consideration.

## Committee Meetings

The Committee met four times over four months. Meeting dates were:

- June 12, 2014
- July 17, 2014
- August 27, 2014
- Sept 18, 2014



## Just the Beginning

The formation of this committee and the City of Belleville policy review were just the start of a long-term effort to make Belleville a better place to walk, bike, and live actively.

Keeping all users in mind, the committee started by examining current walking and biking conditions around Belleville. While there have been great strides made in recent years, some areas remain difficult to access especially by those with disability, the elderly, or even a parent with a stroller.

The committee identified the following destinations for walking and biking in Belleville:

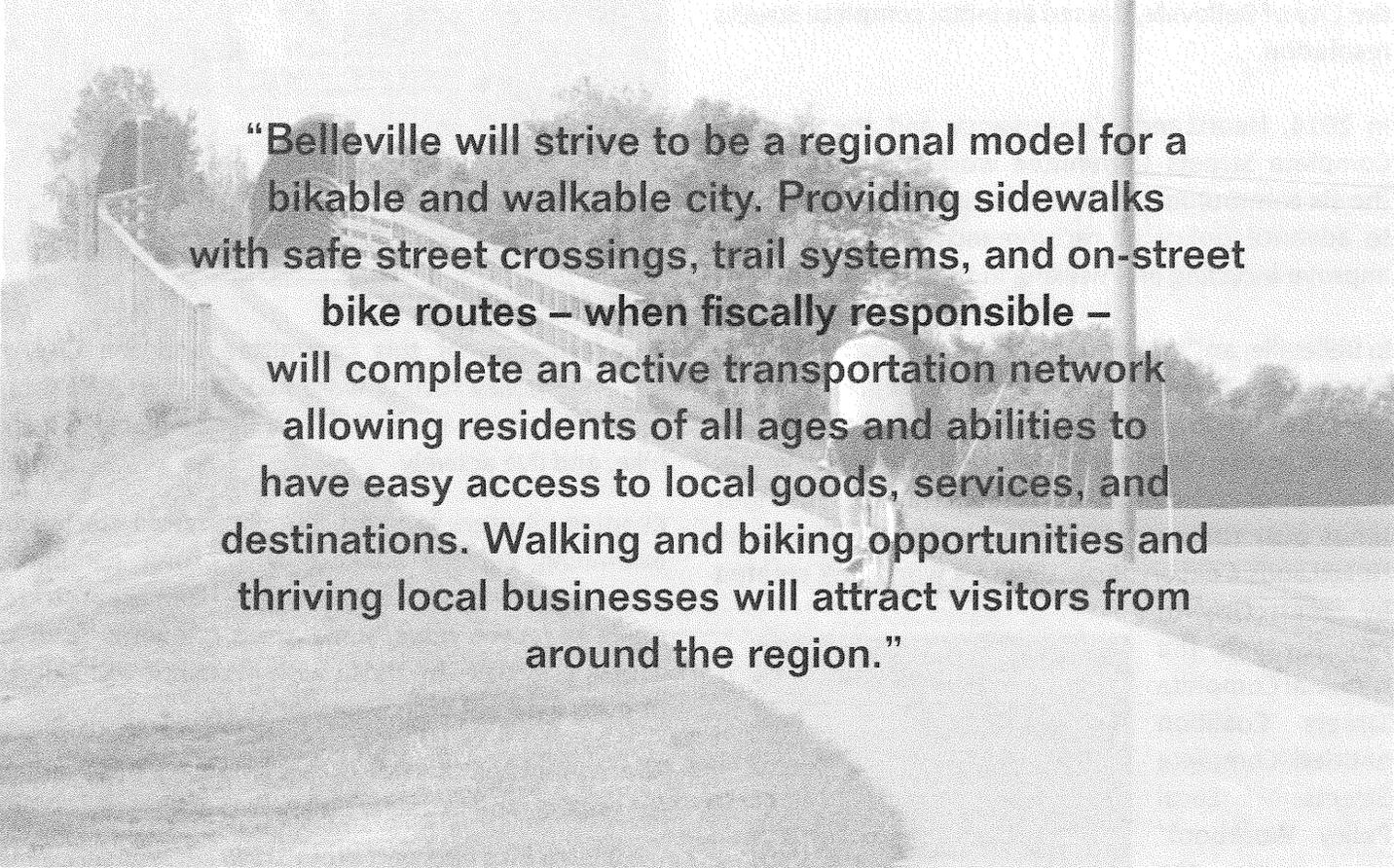
- Metro Bike Link and other trails
- Local businesses, including those on Main St.
- Grade Schools, High Schools and Colleges
- Parks
- Grocery stores, Farmer’s Markets
- Community events
- Church
- Work

Barriers for traveling to these destinations included:

- Lack sidewalks or trail connections
- Lack of on-street facilities, markings, signage for bicycles
- Few safe crosswalks especially on high traffic, high speed roads making crossing difficult
- Facilities in need of repairs or not ADA compliant
- Unfriendly drivers
- Far distance between homes & destinations
- No wayfinding or maps
- Cultural block - not a habit, perceived as not safe

The Committee has used this information to form a vision for Complete Streets in the City of Belleville, analyzed existing policies, and created recommendations for policy changes.

# Vision Statement - Belleville Complete Streets



**“Belleville will strive to be a regional model for a bikable and walkable city. Providing sidewalks with safe street crossings, trail systems, and on-street bike routes – when fiscally responsible – will complete an active transportation network allowing residents of all ages and abilities to have easy access to local goods, services, and destinations. Walking and biking opportunities and thriving local businesses will attract visitors from around the region.”**

## Core Commitments (What We Value)

### Key Core Values

- Safe street crossings at key points along major roads to provide important connections between residential, businesses, and other destinations.
- A culture of biking, walking, and running in the City.
- On-street bike facilities to provide connections to key destinations and the greater regional trail network.
- Development that is pedestrian scaled and is accessible by walking and biking.
- A connected system of sidewalks by ensuring sidewalks in new developments and replacing deteriorated sidewalks.

# Priority Areas of Focus

## Top Priority

- Ensure new sidewalks and trail connections in future residential and commercial development by updating the Zoning Districts with Form-Based Zoning Districts or Mixed-Use/Neighborhood Commercial Districts to promote pedestrian scaled mixed-use development. Follow recommendations as outlined in 2014 Comprehensive Plan. (Long Term)

## Other Key Priorities

- Replace and repair deteriorated and old sidewalks by updating the City’s Sidewalk program to prioritize sidewalks within ¼ mile of schools. (Short Term)
- Replace and repair deteriorated and old sidewalks by increasing CIP funding toward the sidewalk program. (Intermediate)
- Address ADA Issues (American with Disabilities Act) such as curb ramps, etc by developing a 20-50 year ADA “transition” plan. (Long Term)
- Develop a city-wide wayfinding sign system highlighting destinations such as parks, schools, etc. There should be a hierarchy of signs for vehicles, pedestrians, and bicyclists. (Long Term)



# Next Steps

These changes, if implemented, would enable new development to provide accommodations for all users and promote bicycle and pedestrian improvements in already developed areas or simultaneously with transportation or utility construction projects.

Committee members were representative of City Staff, Aldermen, and Planning Commission members. The members plan to present the Complete Street policy findings to their respective groups. Many of these changes will be incorporated into Belleville’s Comprehensive Plan.

Members of this Complete Streets Committee will continue to be community advocates for safe active travel by raising local support and awareness for the City’s walking and biking goals. They will continue to be informed citizens, especially in matters pertaining to upcoming road improvement projects, advocating to the City Council that; when financially possible, projects should include applicable facilities such as painted cross walks, curb ramps, sidewalks, bike accommodation, etc. These citizens would also be knowledgeable in helping to identify priority areas for improvements.

# Potential Measures of Success

## Year 1

- Policy presentations to Committees and Council
- What immediate updates can be made to the City’s Sidewalk Program policy? How many of these policies are incorporated into the Comprehensive Plan?

## Year 2-3

- Have changes been made to the CIP funding for sidewalk program?
- Has work begun on a Wayfinding Plan?
- Will the City of Belleville create a Master Pedestrian and Bicycle Facilities Plan? When complete will the Plan be adopted as an appendix to the City’s Comprehensive Plan?

# Belleville DRAFT Policy Recommendations

The following pages outlines 12 draft policy recommendation under the following categories. These categories were ranked by the complete streets committee as being the highest priority.

## Category of Policy Recommendations:

Priority #1 - Replace and repair deteriorated and old sidewalks.

- 3 draft policy recommendations

Priority #2 - Ensure new sidewalks and trail connections in future residential and commercial development.

- 5 draft policy recommendations

Priority #3 - Address ADA Issues (American with Disabilities Act) such as curb ramps, etc.

- 1 draft policy recommendation

Priority #4 - Provide maps and signage (for both residents and visitors) to provide wayfinding and highlight existing amenities.

- 1 draft policy recommendation

Priority #5 - Ensure appropriate pedestrian crosswalks for the context and location.

- 2 draft policy recommendations

For each policy recommendation, there is a opinion on the ease of adoption for each policy. The categories are:

**Short Term:** A fairly straightforward change in existing policy and should be able to be implemented fairly quickly based on the typical City approval process.

**Intermediate:** May require some additional education and evaluation by staff or committees. Or may require some additional planning, data, or analysis.

**Long Term:** Likely a multi-year effort that would require additional planning, data, or analysis. Would require input from multiple departments, committees, and the public. And would likely require additional funding.

The goal for the complete streets committee will be to choose 3 to 4 policy recommendations to advance further.



# Priority #1

Ensure new sidewalks and trail connections in future residential and commercial development.

**Action: Update the Zoning Code for Commercial Zoning Districts.**

## Background

Existing City commercial zoning districts have a minimum 25' set-back which encourages parking in front of stores and discourages walkable and bikable storefronts.

The 2014 Comprehensive Plan recommends updating existing City zoning by developing a mixed-use/neighborhood commercial district or form-based zoning.

## ***Policy Recommendation 1A***

Update Zoning Districts with Form-Based Zoning Districts or Mixed-Use/Neighborhood Commercial Districts to promote pedestrian scaled mixed-use development. Follow recommendations as outlined in 2014 Comprehensive Plan.

## Ease of Adoption

### Long Term

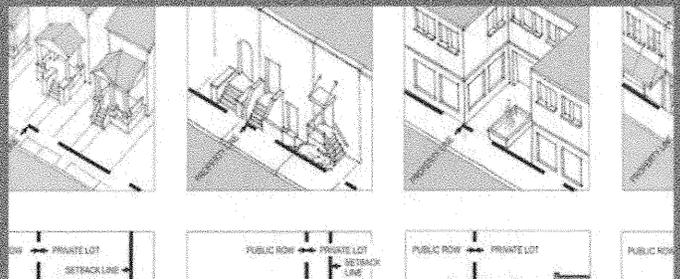
Updating zoning districts or creating a form-based zoning code would be a long term effort involving multiple departments, planning and zoning committees, and input from the public.



Commercial zoning with minimum set-back requirements encourages wide expanses of pavement which discourages pedestrians and walkable storefronts even when a sidewalk is present.



Zoning should encourage walkable storefronts with limited or zero set-backs. Or when there is parking or other setbacks, zoning should require vertical treatments to provide an overall pedestrian sense of scale like the street trees in the top photo.



Form-Based zoning is one example of a technique to create mixed-used pedestrian and bicycle scale development. Instead of traditional zoning text focusing on the type of development, Form-Based zoning uses illustrations to quantify the "physical form" of the development.



Example of a mid-block pedestrian crossing.

Photo Source: *Traffic Calming Flickr Photoset; Richard Drdul, Author*

**Action:** Add new language to Subdivision Regulations: Section 41-2-8 General Design Criteria – Street Layout.

**Background**

Add new language to subdivision standards that would ensure adequate pedestrian connections within a subdivision.

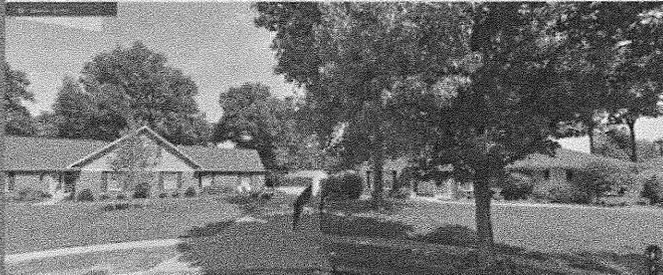
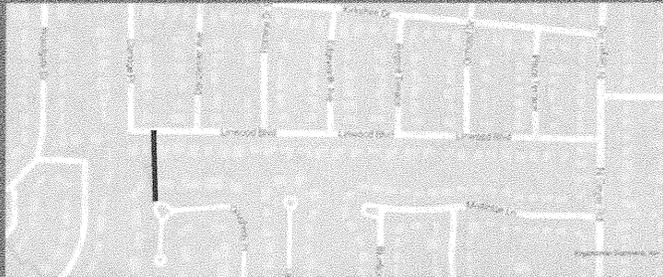
**Policy Recommendation 1B**

Blocks longer than [four hundred (400)] feet in length shall have a mid-block pedestrian pathway connecting adjacent blocks.

**Ease of Adoption**

**Short Term**

A fairly straightforward change in the subdivision regulations text.



In addition to mid-block crossings across streets, mid-block pathways should also connect within the block like the above graphic and photos illustrate. The top map and photo illustrates a mid-block pathway from Kirkwood, Missouri. The bottom photo illustrates a wider mid-block trail from Smithton.

Graphic/Photo Sources: *Google, Smithton*

**Action: Update language to Subdivision  
Regulations: Section 41-2-8 General Design Criteria  
- Sidewalks.**

***Existing Policy:***

Sidewalks shall be provided as follows:

Public sidewalks shall be required for all subdivisions per the following schedule:

- On at least one (1) side of the street when the overall density of the subdivision is less than four (4) dwelling units per gross acre;
- On both sides of the street when the overall density of the subdivision is greater than four (4) dwelling unit per gross acre.
- Sidewalks shall be required along both sides of streets used for pedestrian access to public schools, parks, shopping and commercial areas and other public and semi-public places as deemed necessary by the Plan Commission.
- Sidewalks shall be provided on both sides of collector and arterial streets regardless of density provisions as cited above.

***Policy Recommendation 1C***

Sidewalks shall be provided on both sides of the street, regardless of density.

**Ease of Adoption**

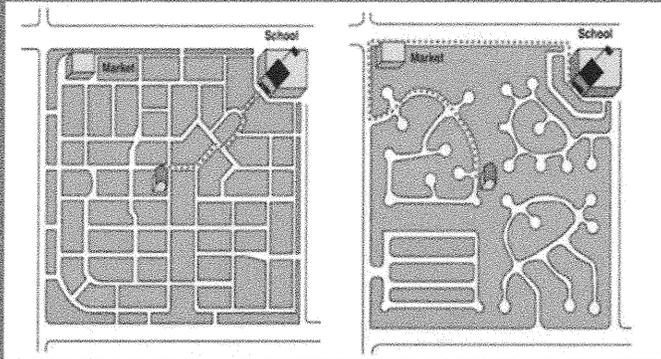
***Short Term***

A fairly straightforward change in the subdivision regulations text.



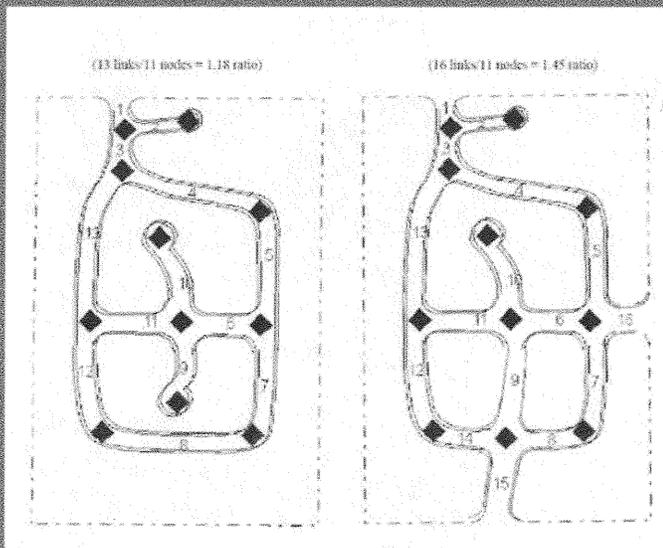
Sidewalks on both sides of the street, regardless of density, would ensure pedestrian connections.

**Action: Add new language to Subdivision Regulations: Section 41-2-8 General Design Criteria – Street Layout**



The above left graphic illustrates the preferred connectivity to connect residential areas to schools, markets, and other destinations. The traditional grid network (like much of Belleville) allows multiple options for pedestrians and bicyclists to reach local destinations. Subdivisions with limited connections (like on the right) discourages walking and biking by creating longer distances to transverse. The question becomes, how to integrate into policy the desired level of connectivity for new developments like the one shown on the above left.

*Graphic Source: Division of Planning Kentucky Transportation Cabinet*



The graphic above illustrates the Policy Recommendation 2B. A ratio of street links (segments of streets between intersections, etc) and nodes (street intersections, end of cul-de-sacs, etc) of 1.40 to 1.60 is recommended to provided a well connected street network.

As you can see above, the graphic on the right has a ratio on 1.45 and has multiple connections to adjacent street networks. The graphic on the left has limited connections and thus a low ratio of 1.18. Also note that cul-de-sacs can still be accommodated with a higher connectivity index.

*Graphic Source: Division of Planning Kentucky Transportation Cabinet*

**Background**

Add new language to subdivision standards that would ensure that block and street lengths are scaled for pedestrian use and would ensure adequate connections between subdivisions and destinations.

**Policy Recommendation 1D**

1. To provide adequate internal connectivity within a subdivision or planned development, the street network shall have a minimum connectivity index of [1.40]. The desired minimum connectivity index is [1.60]. The connectivity index is defined as the number of street links divided by the number of nodes and link ends (including cul-de-sacs and sharp curves with 15 mph design speed or lower). 2. A link is defined as a segment of road between two intersections or from an intersection to a cul-de-sac/stub-out. This includes road segments leading from the adjoining highway network or adjacent development. 3. Nodes are defined as intersections and cul-de-sacs. They do not include the end of a stub-out at the property line or intersection with the adjoining highway network. 4. No dead-end streets shall be permitted except in cases where such streets are designed to connect with future streets on abutting land, in which case a temporary turnaround easement at the end of the street with a diameter of at least [one hundred (100)] feet must be dedicated and constructed.

**Ease of Adoption**

Intermediate

A relatively “new” concept for staff and the planning commission to learn and implement. Would likely require some additional education and evaluation.

**Action:** Add new language to Subdivision Regulations: Section 41-2-8 General Design Criteria – Street Layout.

**Background**

Add new language to subdivision standards that would ensure adequate connections between neighboring subdivisions.

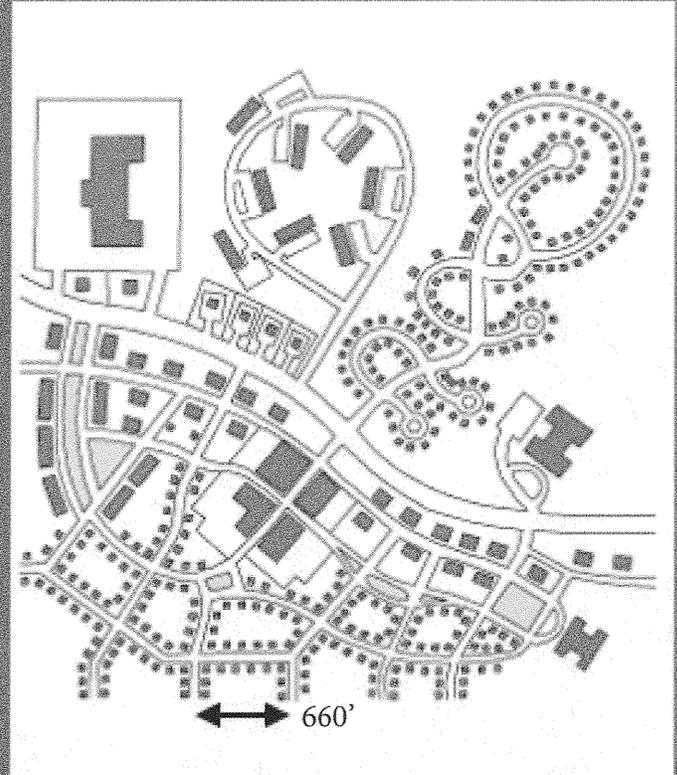
**Policy Recommendation 1E**

To ensure future street connections where a proposed development abuts unplatted land or a future development phase of the same development, street stubs shall be provided to provide access to all abutting properties or to logically extend the street system into the surrounding area. All street stubs shall be provided with temporary turn-around or cul-de-sacs and the restoration and extension of the street shall be the responsibility of any future developer of the abutting land. Street connections shall be spaced at intervals not to exceed [six hundred sixty (660)] feet (1/8 mile) along each boundary that abuts potentially developable or redevelopable land.

**Ease of Adoption**

Intermediate

Would likely require some additional education and evaluation.



The graphic above illustrates the Policy Recommendation 2C. The bottom half of the graphic illustrates a traditional street network. Much of Belleville has traditionally followed this type of network. By requiring future development to have street connections spaced at intervals not to exceed 660', it ensures pedestrian and bicycle connections between neighboring subdivisions and development.

*Graphic Source: Duany Plater-Zyberk & Company (modified)*

## Priority #2

Address ADA Issues (American with Disabilities Act) such as curb ramps, etc.



An early step in an ADA “transition” plan is to document existing conditions and determine how many areas/locations are not ADA compliant.

**Action:** Develop a 20 - 50 year “transition” plan to document and plan for ADA improvements. Prioritize locations and projects.

### ***Policy Recommendation 2A***

Develop a 20 - 50 year ADA “transition” plan to document and plan for ADA improvements. Prioritize locations and projects.

### **Ease of Adoption**

#### **Long Term**

Developing the transition plan and an inventory of existing conditions would be multi-year effort.

## Priority #3

Provide maps and signage (for both residents and visitors) to provide wayfinding and highlight existing amenities.

**Action:** Develop a city-wide wayfinding signage system highlighting destinations such as parks, schools, etc.

### Background

A city-wide wayfinding system that is visible, aesthetically pleasing, and hierarchical has several benefits including:

- Allowing visitors (whether in vehicles, walking, or biking) to easily find City destinations such as parks, neighborhoods, and other landmarks.
- Increased awareness by residents of important City assets.
- Sense of Community identity through consistent citywide signage.

### ***Policy Recommendation 3A***

The City will work to develop a city-wide wayfinding signage system highlighting destinations such as parks, schools, etc. There should be a hierarchy of signs for vehicles, pedestrians, and bicyclists.

### Ease of Adoption

#### Long Term

Developing a signage plan would be a 9 - 18 month effort. Implementation could be a multi-year effort depending on the availability or source of funding.



Existing city-wide signs lack consistency in style and are often hard to read from a distance.



Examples of wayfinding signs from the St. Louis region. Top left - Forest Park; top right - Webster Groves, Mo; bottom - St. Louis, Mo. The signs are visible from vehicles, walking, and biking.

## Priority #4

Replace and repair deteriorated and old sidewalks.

**Action:** Update City's Sidewalk Replacement Program

**Existing policy:** 50/50 Sidewalk Repair

### Background

Under the existing 50/50 Sidewalk Replacement Program, half of the cost is paid by the City and half of the cost is paid by the property owner.

How is participation determined?

Residents who wish to be included in the 50/50 Sidewalk Replacement Program fill out an application. Annual funding for the program is limited and is on a first come first served basis.

After the application is received, the sidewalk is inspected by City staff to determine if it meets the criteria for participation. If the requested sidewalk is eligible and funds are available, a bill will be sent to the homeowner.

What is the criteria for eligibility?

Sidewalk that has severe surface deterioration, has significant settlement or heaving, has cracking exceeding  $\frac{1}{2}$  inch horizontally, or has vertical displacement greater than  $\frac{3}{4}$  inches qualifies for the program. In addition, it is sometimes necessary to replace additional sidewalk squares in order to correct the problem. These squares would also be eligible for funding.

Existing Replacement Budget (Source Belleville FY2015 Budget Worksheet on City website)

FY12 = \$5,600

FY13 = \$7,600

FY14 = \$10,000

Motor Fuel Tax (MFT)

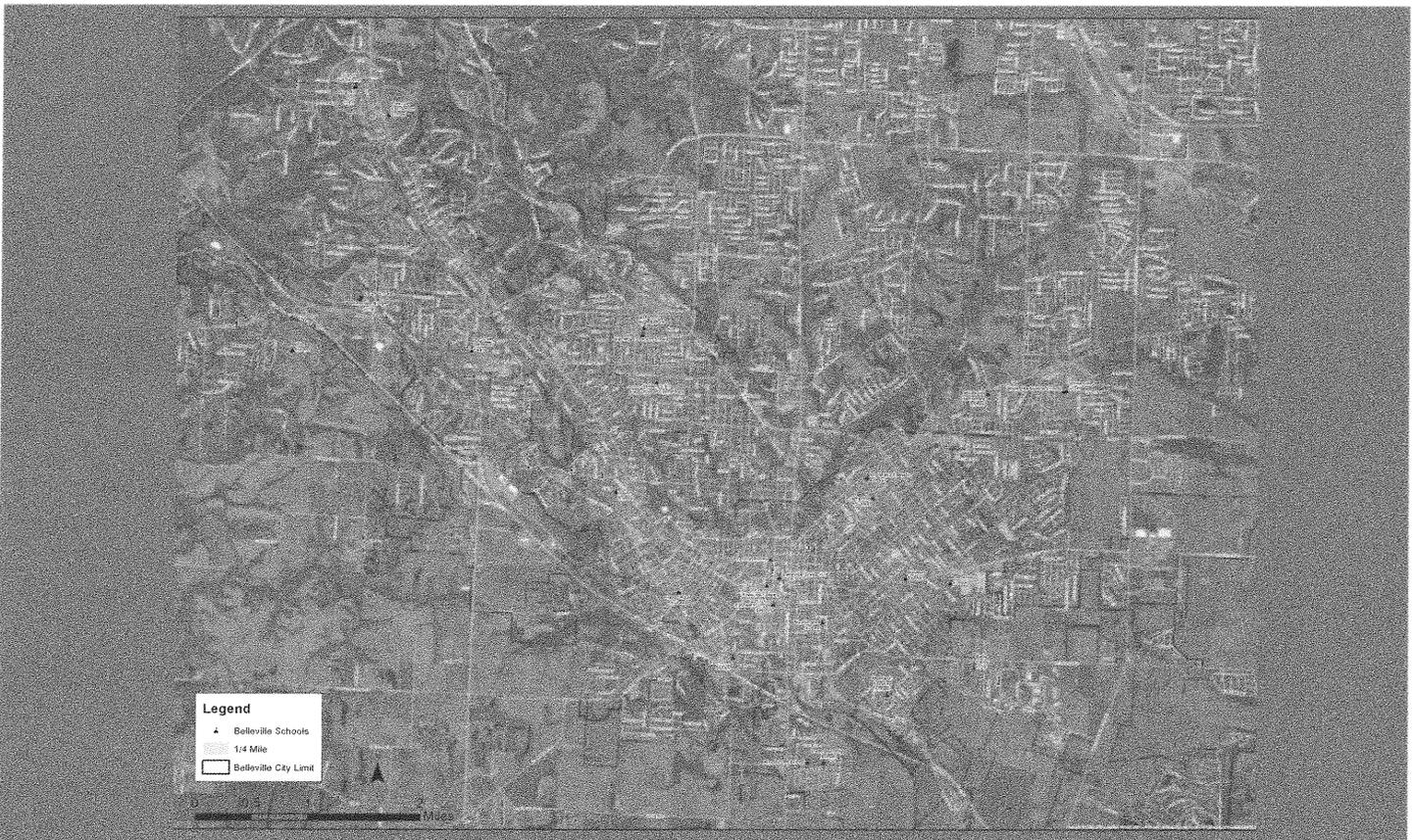
FY15 = \$1,100,000??

Questions / Additional Information Needed

- How many requests come in now?
- Total amount requested, versus total funding?
- Amount of sidewalk citywide needing replacement?
- Other existing public work projects that include sidewalk replacement (i.e. streetscape projects, utility repairs, etc)?



Deteriorated sidewalks in the City are currently replaced through the 50/50 Sidewalk Replacement Program where half of the cost is paid by the City and half of the cost is paid by the property owner.



This map illustrates Policy Recommendation 1B. Instead of all sidewalk replacement following the existing 50/50 policy where the property owner shares sidewalk replacement cost with the City, within 1/4 mile of each grade school the City would pay for 100% for all sidewalk replacement costs. School destinations was ranked as the top priority location for pedestrian and bicycle improvements by the complete streets committee.

The policy recommendation also includes that a minimum percentage of the sidewalk replacement program be dedicated for the priority sidewalk replacements within the 1/4 mile radius of the schools.

**Policy Recommendation 4A**

- Qualifying sidewalks within 1/4 mile of schools (grade schools), would be paid 100% by City.
- Minimum of 25% of annual sidewalk replacement budget would be dedicated for priority sidewalk locations.
- Leverage with Safe Routes to Schools Funding or other grants.

**Policy Recommendation 4B**

- Increase amount of yearly City budget dedicated to sidewalk replacement.
- Leverage City funding with grant opportunities when possible.

**Policy Recommendation 4C**

- Develop hierarchy of priority sidewalk conditions. Rank sidewalks in the City as high concern, medium concern, or low concern.
- Area of “High” concern would be paid 100% by City.
- “Medium” concern would follow 50/50 cost share current guidelines.

Ease of Adoption

Policy Recommendation 1A and 1C

Intermediate

For 1A, developing a hierarchy of priority sidewalk conditions would require an inventory of existing sidewalks which would require some time and expense. For 1C, additional analysis of the budget would be required.

Policy Recommendation 1B

Short Term

Overall cost of Sidewalk Replacement Program would not change.

## Priority #5

Ensure appropriate pedestrian crosswalks for the context and location.



Belleville has many existing bump-outs, especially in the downtown area. Bump-outs reduce the crossing distance and increase pedestrian safety by making them more visible to motorists.



Bump-outs can also be used for stormwater management - top photo. Bump-outs can also be fairly minimal as illustrated in the bottom photo.

**Action:** Add new language to Subdivision Regulations: Section 41-2-8i General Design Criteria – Intersections

### Background

Existing design criteria for intersections include:

(1) At street and alley intersections, property line corners shall be rounded by an arc, the minimum radii of which shall be twenty-five (25) feet and ten (10) feet, respectively. In business districts a chord may be substituted for such an arc.

(2) Street curb intersections shall be rounded by radii of at least twenty-five (25) feet

New language should be added to the intersection standards that would require a pedestrian bump-out at intersections where the streets have a dedicated parking lane. Bump-outs reduce the crossing distance and increase pedestrian safety by making them more visible to motorists.

### ***Policy Recommendation 5A***

Add the following to the Intersection Design Criteria  
(3) A pedestrian bump-out shall be required at street intersections where the streets have a dedicated parking lane. It is encouraged that the bump-outs also be used for storm-water infiltration where space is available.

### Ease of Adoption

Intermediate

Would likely require some additional education and evaluation.

**Action:** As an appendix to the Comprehensive Plan, develop a Master Bicycle and Pedestrian Facilities Plan.

**Background**

As an appendix to the Comprehensive Plan, develop a Master Bicycle and Pedestrian Facilities plan that would designate on-street bike facilities, multi-use trails, pedestrian facilities, and key intersection improvements.

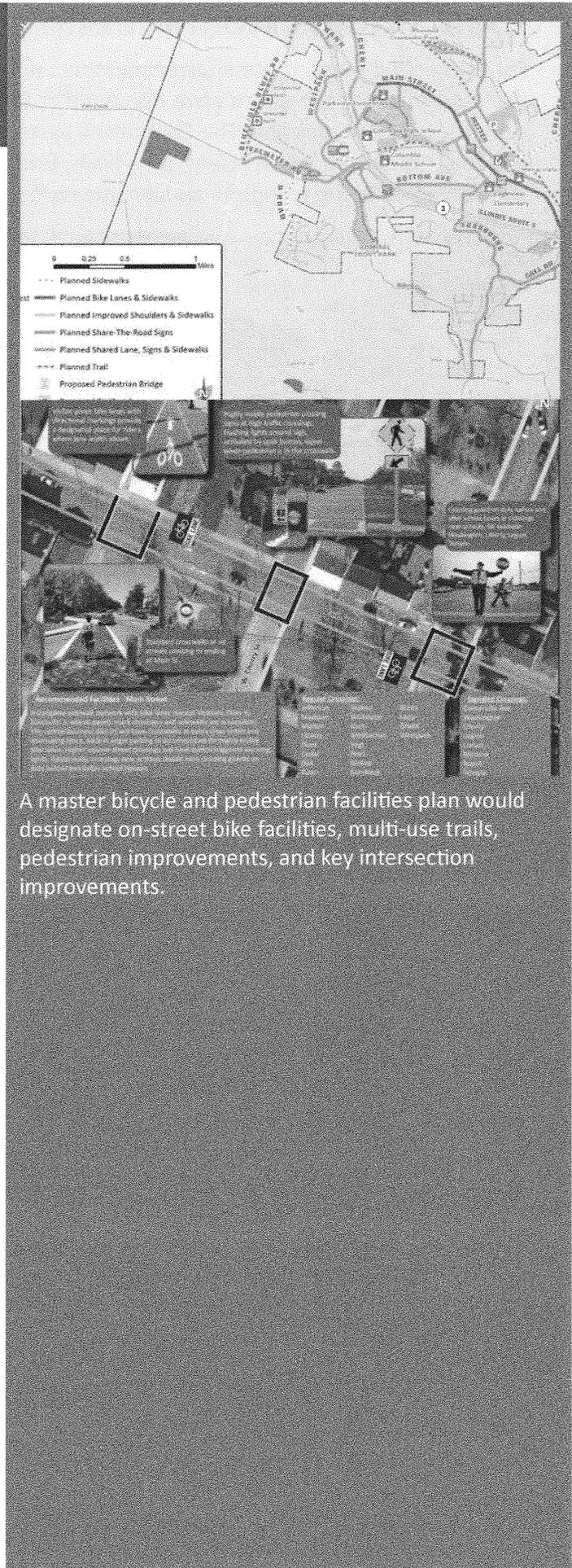
**Policy Recommendation 5B**

As an appendix to the Comprehensive Plan, develop a Master Bicycle and Pedestrian Facilities plan that would designate on-street bike facilities, multi-use trails, pedestrian facilities, and key intersection improvements.

**Ease of Adoption**

Intermediate

A master bicycle and pedestrian facilities plan would be a 9-12 month process.



A master bicycle and pedestrian facilities plan would designate on-street bike facilities, multi-use trails, pedestrian improvements, and key intersection improvements.

# “Good” Photos from Meeting #2

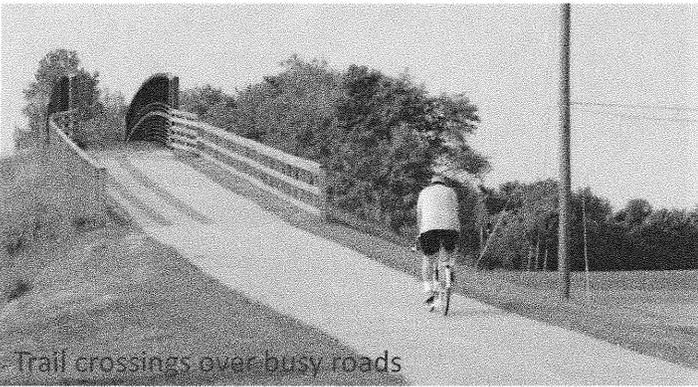
For the second meeting, committee members documented good places to walk or bike in Belleville. The pros and cons of each photo were discussed at the meeting. Here is a sample of some of the photos submitted for the meeting. The Committee agreed on some “good” areas for walking and biking including; the trail system, Main Street, park trails, bridges for trail crossings at busy roads, and some areas where sidewalks are complete and include curb ramps.



Paved multi-use trail



Sidewalk along Main Street



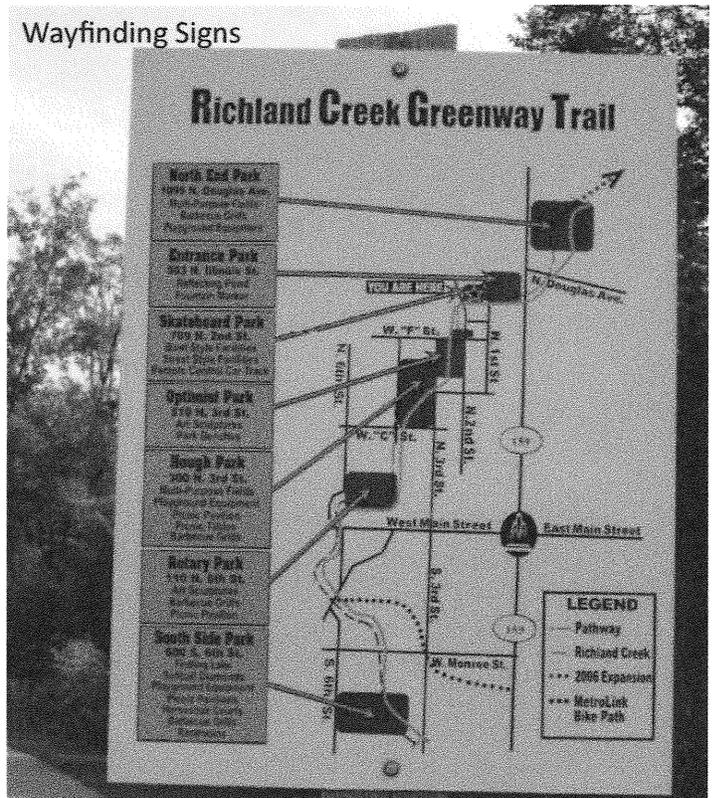
Trail crossings over busy roads



Marked crosswalk



Inviting places to walk



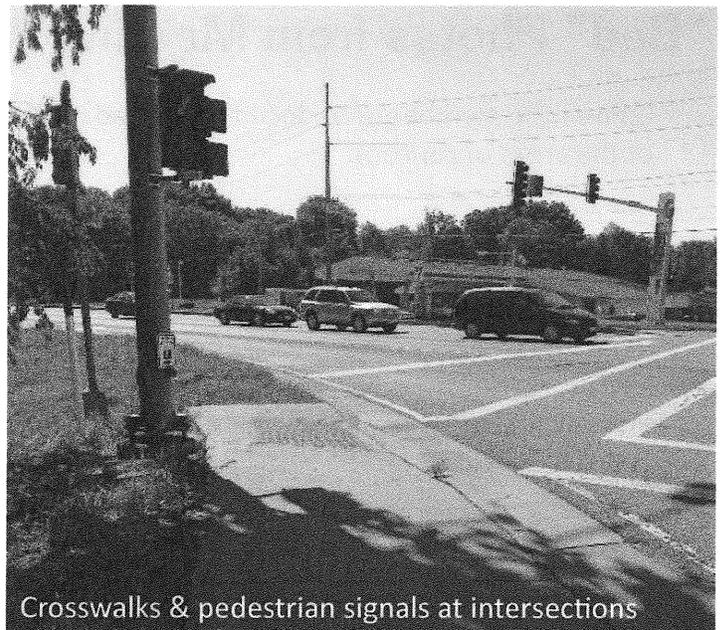
Wayfinding Signs



Art promoting a bike-friendly culture



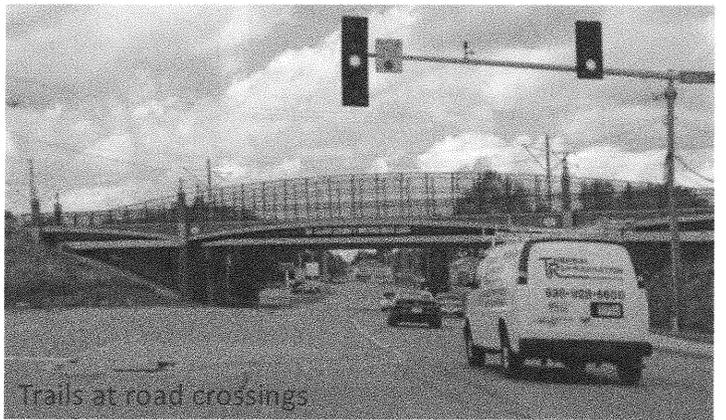
Bicentennial Park



Crosswalks & pedestrian signals at intersections



Well marked bike lanes



Trails at road crossings



Trail access

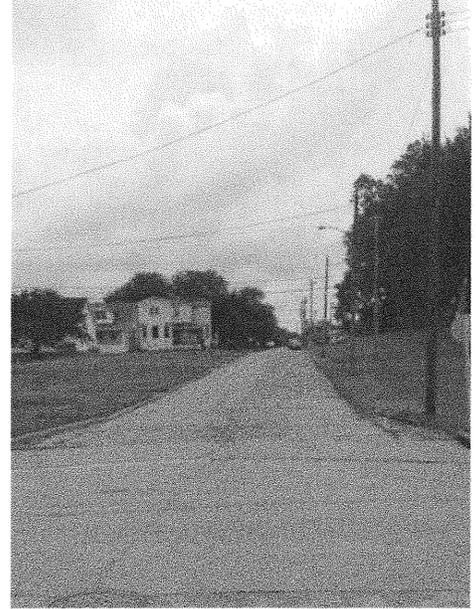


Sidewalks

# “Bad” Photos from Meeting #2

Committee members also documented bad or dangerous area for walking or biking. Here are some of the areas of concern:

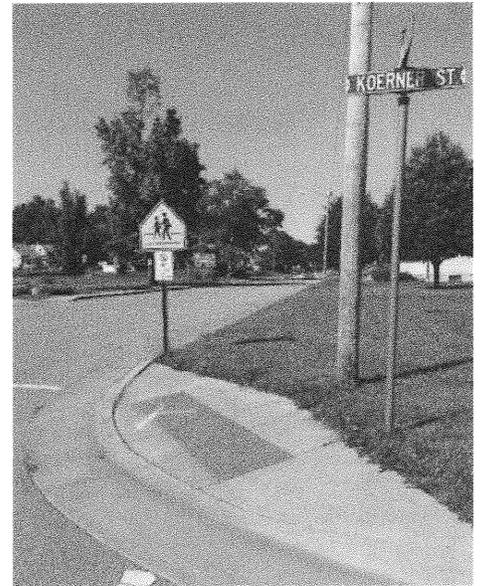
## No Sidewalks



## Sidewalks in Poor Condition



## Incomplete Sidewalk Networks



## Poorly Maintained Bicycle Facilities



## Inadequate Street Crossings



# All Recommended Policy Changes and Committee Average Priority Ranking - Meeting #3

Item	Priority/Importance (1-Low, 3-High) Committee Avg Ranking	Ease of Adoption (Short Term, Intermediate, Long Term)	Category	Existing Policy Docu
1A	2	Intermediate	Replace and repair deteriorated and old sidewalks.	City Sidewalk Replacemen
1B	2.4	Short Term	Replace and repair deteriorated and old sidewalks.	City Sidewalk Replacemen
1C	2.4	Intermediate	Replace and repair deteriorated and old sidewalks.	City Sidewalk Replacemen
2A	1.6	Short Term	Ensure new sidewalks and trail connections in future residential and commercial development.	Subdivision Regulations: S Design Criteria for Sidewa
2B	1.6	Intermediate	Ensure new sidewalks and trail connections in future residential and commercial development.	Subdivision Regulations: S Design Criteria – Street La
2C	1.6	Intermediate	Ensure new sidewalks and trail connections in future residential and commercial development.	Subdivision Regulations: S Design Criteria – Street La
2D	2	Short Term	Ensure new sidewalks and trail connections in future residential and commercial development.	Subdivision Regulations: S Design Criteria – Street La
2E	2.8	Long Term	Ensure new sidewalks and trail connections in future residential and commercial development.	Zoning Code - Commercial
3A	2.5	Long Term	Address ADA Issues (American with Disabilities Act) such as curb ramps, etc.	[Multiple]
4A	2.5	Long Term	Provide maps and signage (for both residents and visitors) to provide wayfinding and highlight existing amenities.	[N/A]
5A	2	Intermediate	Ensure appropriate crosswalks for the context and location.	Subdivision Regulations: S Design Criteria – Intersect
5B	2	Intermediate	Ensure appropriate crosswalks for the context and location.	Comprehensive Plan

**Policy Recommendation**

m	<p>Develop hierarchy of priority sidewalk conditions. Rank sidewalks in the City as high concern, medium concern, or low concern.</p> <ul style="list-style-type: none"> <li>• Area of "High" concern would be paid 100% by City.</li> <li>• "Medium" concern would be 50/50 cost share following current guidelines.</li> </ul>
m	<ul style="list-style-type: none"> <li>• Qualifying sidewalks within 1/4 mile of schools (grade schools), would be paid 100% by City.</li> <li>• Minimum of 25% of annual sidewalk replacement budget would be dedicated for priority sidewalk locations.</li> <li>• Leverage with Safe Routes to Schools Funding or other grants.</li> </ul>
m	<ul style="list-style-type: none"> <li>• Increase amount of yearly City budget dedicated to sidewalk replacement.</li> <li>• Leverage City funding with grant opportunities when possible.</li> </ul>
11-2-8 General	<p>Sidewalks shall be provided on both sides of the street, regardless of density.</p>
1-2-8 General	<p>1. To provide adequate internal connectivity within a subdivision or planned development, the street network shall have a minimum connectivity index of [1.40]. The desired minimum connectivity index is [1.60]. The connectivity index is defined as the number of street links divided by the number of nodes and link ends (including cul-de-sacs and sharp curves with 15 mph design speed or lower). 2. A link is defined as a segment of road between two intersections or from an intersection to a cul-de-sac/stub-out. This includes road segments leading from the adjoining highway network or adjacent development. 3. Nodes are defined as intersections and cul-de-sacs. They do not include the end of a stub-out at the property line or intersection with the adjoining highway network. 4. No dead-end streets shall be permitted except in cases where such streets are designed to connect with future streets on abutting land, in which case a temporary turnaround easement at the end of the street with a diameter of at least [one hundred (100)] feet must be dedicated and constructed.</p>
1-2-8 General	<p>To ensure future street connections where a proposed development abuts unplatted land or a future development phase of the same development, street stubs shall be provided to provide access to all abutting properties or to logically extend the street system into the surrounding area. All street stubs shall be provided with temporary turn-around or cul-de-sacs and the restoration and extension of the street shall be the responsibility of any future developer of the abutting land. Street connections shall be spaced at intervals not to exceed [six hundred sixty (660)] feet (1/8 mile) along each boundary that abuts potentially developable or redevelopable land.</p>
1-2-8 General	<p>Blocks longer than [four hundred (400)] feet in length shall have a mid-block pedestrian crossing/pathway connecting adjacent blocks.</p>
Districts	<p>Update Zoning Districts with Form-Based Zoning Districts or Mixed-Use/Neighborhood Commercial Districts to promote pedestrian scaled mixed-use development. Follow recommendations as outlined in 2014 Comprehensive Plan.</p>
	<p>Develop a 20 - 50 year "transition" plan to document and plan for ADA improvements. Prioritize locations and projects.</p>
	<p>The City will work to develop a city-wide wayfinding signage system highlighting destinations such as parks, schools, etc. There should be a hierarchy of signs for vehicles, pedestrians, and bicyclists.</p>
11-2-8i General	<p>A pedestrian bump-out shall be required at street intersections where the streets have a dedicated parking lane. It is encouraged that the bump-outs also be used for storm-water infiltration where space is available.</p>
	<p>As an appendix to the Comprehensive Plan, develop a Master Bicycle and Pedestrian Facilities plan that would designate on-street bike facilities, multi-use trails, pedestrian facilities, and key intersection improvements.</p>

