



**CITY COUNCIL AGENDA
CITY OF BELLEVILLE, IL
NOVEMBER 17, 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. Mayor Eckert recommends the appointment of Jeffrey D. Heidorn as Building Commissioner effective December 1, 2014.

8. APPROVAL OF MINUTES

- A. Council Meeting November 3, 2014

9. CLAIMS, PAYROLL, AND DISBURSEMENTS

10. REPORTS

- A. **Treasurer's Report** - City of Belleville Funds & Statement of Cash and Investments for September 2014.
- B. **Housing Report of cash receipts for FY 2014-2015** (through October 2014).

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

Motions from Alderman Mike Heisler as recommended by the **MASTER SEWER COMMITTEE**:

- A. Motion on behalf of the Master Sewer Committee to Approve an Agreement for Professional Services from Gonzalez Companies, LLC for the 29th Street Sewer Separation and Roadway Improvements Project in the amount of \$159,079.00.
- B. Motion on behalf of the Master Sewer Committee to approve an Independent Contractor Agreement with John Graham for professional services.

Motions from Alderman Bob White as recommended by the **TRAFFIC COMMITTEE**:

- A. Motion to create a 4-way stop intersection at South Charles and East Adams.

- B. Motion to delete the 2-way stop on East Adams at South Charles.
- C. Motion to create a 4-way stop intersection at North Church and Arthur.
- D. Motion to delete the 2-way stop on Arthur at North Church.

Motion from ADMINISTRATION:

- A. Motion to set the date of the joint review board annual meetings for all active TIF Districts for Thursday, December 18, 2014 at the respective times listed in the attached memo.
- B. Motion to nominate Ken Kinsella as the Public Member nominee for the Joint Review Board annual meetings for all active TIF Districts to be held Thursday, December 18, 2014.

Motions from Alderman Paul Seibert as recommended by the STREETS AND GRADES Committee:

- A. Motion to approve Quality Testing in the amount of \$18,900.00 to perform geotechnical services at 720 West Main Street.
- B. Motion to approve DBK Salt Supply in the amount of \$350,250.00 for 3,000 tons of salt.

Motions from Alderman Phil Silsby as recommended by the FINANCE Committee:

- A. Motion to approve amendment to the Contract with PRO for the National Register Historic Review & Expansion Project.
- B. Motion to approve proposal from Sitton Construction & Energy Solutions to assist City in procuring a Construction Manager for Police Station Project.

- C. Motion to approve bid of \$104,156 from Schaefer-Meyer Seed Sod Division I, Inc. for the South Side Park Ball Field Reconstruction.
- D. Motion to approve bid of \$127,500 from Shafer Excavating for pool demolition.
- E. Motion to approve hiring one additional Crime Free Housing Officer.
- F. Motion to approve the Workmen's Comp and Liability Insurance Renewal with ICRMT.
- G. Motion to approve engaging Cozen O'Connor to assist in collection of municipal utility taxes from Ameren, if needed in conjunction with the Azavar Audit.

12. COMMUNICATIONS

- A. Communication from Art and Wine Walk to be held on November 22, 2014 from 5:00 p.m. to 9:00 p.m. As part of this year's Art and wine Walk event, Sips and Splatters will be putting on an art demonstration from 5:00 p.m. to 9:00 p.m. This event will require the closure of Charles Street placing barricades between East Main Street and the one way alley between East Main Street and Washington.
- B. Communication from Althoff Catholic High School requesting to hold their Annual Crusader 5K Run/Walk on November 29, 2014 starting at 8:30 a.m. All proceeds will go to the Althoff Catholic Athletic Department. Althoff Catholic High School will request traffic cones to use on Frank Scott Parkway West from the Street Department.
- C. Communication from Home Builders Association of Greater Southwest Illinois requesting permission to display their banner on March 6-8, 2015 at the Belle Clair Fairgrounds.

13. PETITIONS

14. RESOLUTIONS

- A. **RESOLUTION NO. 3205.** - A Resolution selecting an underwriter in connection with the proposed issuance by the City of its general obligation bonds, series 2014; and acknowledging certain disclosures pursuant to MSRB Rule G-17.

15. ORDINANCES

- A. **ORDINANCE NO. 7819** – An Ordinance amending Chapter 7 (Business Licenses) of the revised code of ordinances of Belleville, Illinois, as amended, by amending portions of sections thereof.
- B. **ORDINANCE NO. 7820** – An Ordinance amending Chapter 43 (Taxation) of the Revised Code of Ordinances of Belleville, Illinois, as amended, by amending portions of sections thereof.
- C. **ORDINANCE NO. 7821** - An Ordinance amending Chapter 3 (City Administration), Chapter 23 (Building Code) and Chapter 24 (Electrical Code) of the revised code of ordinances of Belleville, Illinois, as amended, by amending portions of sections thereof.

B. UNFINISHED BUSINESS

17. MISCELLANEOUS & NEW BUSINESS

- A. Motor Fuel Claims in the Amount of \$10,392.47.
- B. The City Council may go into executive session to discuss personnel, litigation, and property acquisition or transfer of property.
- Civil Unrest Readiness Plan – pursuant to Section 2(c)(8) of the Illinois Open Meetings act (5 ILCS 120/2 (c)(8)).
- C. Possible motion(s) to approve land acquisition or transfer of property.

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



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



JAMIE MAITRET, CPA
DIRECTOR OF FINANCE

101 SOUTH ILLINOIS ST.
BELLEVILLE, ILLINOIS 62220-2105
(618) 233-6810

DATE: November 13, 2014
TO: All City of Belleville Elected Officials
FROM: Jamie Maitret, Finance Director *JM*
RE: Items on Council Agenda for November 17, 2014

I wanted to send this memo to give some clarification of a couple of items that will be on the Council agenda for the meeting on Monday, November 17, 2014.

1. Resolution #3205 was approved by the Finance Committee on Monday, November 10, 2014. This resolution is for the selection of an underwriter in connection with our first bond issue for the Police Station project. You will see a draft of the resolution in your packets that contains some blanks where the underwriter's name should be. This is because the RFPs for the underwriters are not due to Joy Howard and myself until tomorrow. Joy and I will review all RFPs tomorrow, and will have a recommended underwriter for the Council to consider on Monday night. You will receive a final version of this resolution on your tables Monday night. Joy Howard will also be present to answer any questions regarding the selection of the underwriter.
2. Ordinance #7820 - The need for this ordinance was discussed at the Finance Committee meeting on Monday, November 10, 2014. Azavar Audit Solutions was hired by the Council to perform an audit on our tax revenues, including utility taxes. While their audit is nowhere near completion yet, they did contact me on Friday, November 7th with an urgent recommendation. During their review they realized that the City of Belleville, along with many other municipalities in the area, are not inadvertently not charging a gas use tax for gas supply purchased by businesses and residents in City from out-of-state natural gas suppliers. Like with electricity deregulation that allows for consumers to purchase electricity from providers other than Ameren (much like the electric aggregation we do for our citizens), deregulation of the natural gas market that occurred in 2002 allowed for consumers to purchase their gas from providers other than Ameren. The City many years ago changed our ordinance to make sure all electricity supply utility taxes are captured, even on purchases from other suppliers, but the gas utility tax ordinance was never changed after the gas deregulation to capture the taxes on these purchases from other suppliers if they were from a supplier out of the State of Illinois. For example, if I use Ameren to supply my natural gas needs, I pay Belleville utility tax on the gross supply and delivery cost charged by Ameren. If you purchase your gas from XYZ Gas Company located in Missouri, you only pay Belleville utility tax on the delivery cost charged by Ameren, NOT on the supply cost charged by XYZ Gas Company, which is obviously the significant portion of the cost of gas to the consumer. Azavar is recommending that we update our ordinance to correct this inequity among our businesses and residents, and close the loophole that has allowed some users to avoid paying their fair share of the utility tax. This update will place all entities in the City of Belleville, commercial and residential, on equal footing in regards to paying a tax on natural gas supply, no matter who they purchase it from. Based on their preliminary findings, not having this change implemented is currently costing the City approximately \$74,000 in lost utility tax revenue, as more and more businesses and residents are switching to out-of-state suppliers. Please also note that making this ordinance change will NOT impact those customers currently purchasing gas within the State of Illinois (Ameren and other

Illinois suppliers) and already paying the City's natural gas utility tax. It will just put all businesses and residents on equal ground when it comes to paying the tax. I know there may be some concerns about the timing of this ordinance coming to the Council so quickly, and not going through Ordinance Committee in December. This was addressed at the Finance meeting as well. Azavar is recommending that if this ordinance change is deemed necessary by the Council, the sooner it can be changed and go into effect the better. Obviously the highest gas usage months are upon us, and any time between now and the ordinance getting approved is revenue lost that can't be recouped. Garrett is working on a final draft of the ordinance, and we will have it out to each of you as soon as he is finished.

If you have any questions on this, please feel free to call me.

**DEPARTMENT OF SANITATION,
HOUSING AND HEALTH,
BUILDING AND ZONING**



CITY OF BELLEVILLE

407 E. LINCOLN ST.
BELLEVILLE, ILLINOIS 62220

(618) 233-6817
Fax: (618) 233-8152

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November 13, 2014

Mayor Mark W. Eckert
101 South Illinois Street
Belleville, IL 62220

Dear Mayor Eckert,

Thank you for the opportunity to review the resumes for the City of Belleville Building Commissioner position with you and Bob Sabo. As we discussed, our recommendation is to hire Jeffrey D. Heidorn.

Over the past 19 years, we have had the pleasure of working with Jeff. We know he has the experience in both commercial and residential construction. We recognize his training as a journeyman carpenter and his experience will bring good qualifications to the Health and Housing Department. Additionally, we can attest to his great personality and professional people skills.

Respectfully,


Paul Bauman


Stan Erlinger

**CITY OF BELLEVILLE, ILLINOIS
REGULAR CITY COUNCIL MEETING MINUTES
COUNCIL CHAMBERS – CITY HALL
NOVEMBER 3, 2014 – 7:00 PM**

Mayor Mark Eckert called this meeting to order.

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

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

Alderman Silsby and Alderman Seibert 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; Director of Wastewater, Royce Carlisle; City Engineer, Tim Gregowicz; 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; Director of Parks and Recreation, Debbie Belleville, Assistant Director of Public Works, Mike Parks.

Department Heads: Director of Public Works, Chuck Schaffer was excused.

PLEDGE

Mayor Eckert led the pledge of allegiance.

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.

Michael Hagberg, Belleville, Illinois. Mr. Hagberg stated when, if ever, do you plan on having TIF 16 repay monies to TIF 3. Tonight there is an agenda item to except \$150,000 grant from the Metro East Park District. This is a 25% matching grant. The taxpayers will have to come up with an additional 250,000.00 to qualify for the grant. Where is the money coming from? There is only \$107,000

available in TIF 16's fund. Stop robbing TIF 3 to pay for parking lots and restrooms in TIF 16 when you are very aware that TIF 3 is going to have to fund the 18 million dollar new police station.

Stuart Lannert, Belleville, Illinois. Mr. Lannert stated he figured Chief Clay would chicken out tonight...Mayor Eckert issued a warning...we are not here to be critical or point fingers. Mayor Eckert stated if Mr. Lannert would like to meet with Chief Clay privately then a meeting can be arranged. There will be no name calling.

Mr. Lannert stated the political campaigns for the last six months there is nothing polite...they are full of lies and innuendos. Mr. Lannert stated it is a disgrace for Chief Clay to get the police department involved in the sleazy politics in St. Clair County. Mr. Lannert stated the police department is the only thing that has a sub-balance of honesty and integrity and that has been thrown away. Mr. Lannert stated he spoke with Tom Holbrook, County Clerk's office, and there was a big to do about having the voter rolls purged. Mr. Lannert asked if it included E. St. Louis and was told that was separate. There are four shacks for a total of 83 votes. If the democrats in St. Clair County were serious they could demolish the election board and E. St. Louis would not have a separate election. Regarding safety in Belleville...crime blotter read arrested murder charge, methamphetamine production, and child under 18 where methamphetamine is manufactured, arrested on suspicion of aggravated stalking, assault and unlawful possession of a fire arm. We need a good and honest police department. The stop sign is run near where Mr. Lannert lives and he calls the police department and they said it goes on all over Belleville. Mr. Lannert sais evidently the people in Belleville have no respect for the police department, the laws or the City of Belleville and after this election the disrespect for the police will be worse.

PRESENTATIONS, RECOGNITIONS & APPOINTMENTS

Mayor Eckert, introduced Abby Hawthorne, a junior from Belleville East, from the BASIC initiative. Abby Hawthorn spoke regarding the word of the month "PEACE". The definition of Peace is to have state of mutual harmony between people or groups of people. In order to contribute to the word "Peace" the BASIC youth board has become a part of the hash tag (#) starts with us campaign. The Starts with Us Campaign is a way to challenge individuals across the country to stop cyber bullying that goes on around the world. Ms. Hawthorne stated they are writing nice things on clothes pins and they are tweeting and instagramming a selfie with the clothespin. This is spreading positivity around the schools and eventually all around the world.

Mayor Eckert called forward Janice Cotton, Chronic Obstructive Pulmonary Disease (COPD) Foundation. Mayor Eckert read a proclamation to recognize Chronic Obstructive Pulmonary Disease (COPD) Awareness.

Mayor Eckert made a recommendation to appoint Douglas P. Luna to the Historic Preservation Commission.

Alderman Schmidt made a motion seconded by Alderman Hult to approve Douglas P. Luna to the Historic Preservation Commission.

Members voting aye on roll call: Heisler, Kinsella, Hult, Schmidt, Rujawitz, Randle, Anthony, Davidson, Hayden, White, Galetti, Musgrove, Orlet and Schneider. (14)
Alderman Silsby and Seibert, excused. (2)

MINUTES

Alderman Heisler made a motion seconded by Alderman Schmidt to receive and file the minutes of regular City Council meeting held October 20, 2014.

All members voted aye.

REPORTS

Treasurer's Report

Alderman Kinsella made a motion seconded by Alderman Heisler to receive and file the City of Belleville Funds & Statement of Cash and Investments for August 2014.

All members voted aye.

City Attorney's Report Dated October 30, 2014

Alderman Schmidt made a motion seconded by Alderman Anthony to receive and file the City Attorney's Report Dated October 30, 2014.

All members voted aye.

CLAIMS

General Fund.....	\$506,686.04
Sewer	\$233,393.20
Insurance Fund.....	\$387,837.71
Library Fund	\$18,672.60
Park/Rec.....	\$12,503.70
Motor Fuel Tax Fun.....	\$52,712.02
Fountain Fund	\$1,146.24
Tort Liability.....	\$529.93
Sewer Construction.....	\$183,497.90
Sewer Bond & Interest.....	\$13,611.87
SSA.....	\$596.93
TIF 3	\$304,366.89
TIF 8 Downtown South	\$5,000.00
TIF 13 Drake Road	\$5,000.00
TIF 16 Route 15 West Corridor.....	\$6,000.00
Narcotics	\$191.91
TIF 20 Rt 15/S Green Mtn.....	\$5,000.00

Alderman Schmidt made a motion seconded by Alderman Heisler to approve the claims for payment. Members voting aye on roll call: Heisler, Kinsella, Hult, Schmidt, Rujawitz, Randle, Anthony, Davidson, Hayden, White, Galetti, Musgrove, Orlet and Schneider. (14)
Alderman Silsby and Seibert, excused. (2)

REPORTS

Zoning Board Of Appeals Advisory Report

Alderman Schmidt made a motion seconded by Alderman Seibert to have 1, 3, and 4 read by title only and as a group.

1. **62-Oct14-Chatham & Baricevic** – Requesting a Sign Installation Permit in Area of Special Control in order to place one non illuminated, flush mounted sign totaling 15 sq. ft. at 107 W. Main St. located in a C-2 Heavy Commercial Zoning District. (Applicable portion of sing code: 53-4-6) **Ordinance 7813**

3. **64-Oct14-Chet Shelton** – Requesting a Special Use permit for the sale of used autos and equipment at 420 S. Illinois St. located in a C-2 Heavy Commercial Zoning District. (Applicable portion of zoning code: 60-6-50) **Ordinance 7815**

4. **65-Oct14-William F. Frerichs** – Requesting a Use variance in order to place a 12' x 44' portable office trailer behind existing cinder block building at 2914 Mary Irene located in an A-1 Single Family Zoning District. (Applicable portion of zoning code: 60-6-4) **Ordinance 7816**

Alderman Schmidt made a motion seconded by Alderman White to approve 1, 3 and 4 and have the proper ordinance drawn.

Discussion...

Alderman Hayden requested clarification regarding No. 5; City Attorney Hoerner stated what is being proposed in Ordinance 7817 is to add a definition for hotel/motel within the zoning code which dovetails with another matter that is being considered and that is a proposed amendment that addressed Chapter 7 under business license that is currently tourist camps and motels and City Attorney Hoerner drafted for consideration is some additional provisions that draw a distinction between an extended stay units and regular hotel/motel units that would depend on the length of the stay whether it's under thirty days or thirty days or beyond. The significant of the extended stay motel provision is that there will require compliance with the residential and fire code.

All members voted aye.

2. **63-Oct14-Ruler Foods** – Requesting a Special Use permit for a liquor license at 1703 N. Belt West located in a C-2 Heavy Commercial Zoning District. (Applicable portion of zoning code: 60-6-50) **Ordinance 7814**

Alderman Schmidt made a motion seconded by Alderman Anthony to approve **63-Oct14-Ruler Foods** and have the proper ordinance drawn.

Discussion...

Alderman Hayden stated he is staying consistent with this project he has no problem with Ruler Foods wanting to come to Belleville; however, the fact that \$200,000 has been used to help tear the building down with that is money coming out of TIF 3 he must vote no.

Alderman Randle stated conversations that he has had with residents they have not been favor regarding Kroger/Ruler Foods from the beginning; particularly, on Chaucer, Queensway, Dale Allen, and Ben Louis have all expressed concerns not only about the grocery store opening but the fact that this liquor license, special use permit is now before the City Council. Alderman Randle takes issue with the Zoning Board of Appeals Advisory report Items C and D where it cites the proposed special use will have a positive effect on the value of neighboring property and on this municipalities overall tax base. Also, Item D the proposed special use would have a positive effect on public utilities and on traffic circulation on nearby streets.

Alderman Galetti directed this to Alderman Randle...under objectors it says none. Alderman Randle noted for the record that the Zoning Board had already heard the case for Ruler Foods as wells as Chet Shelton and Chatham & Baricevic prior to his arrival. Alderman Rujawitz stated he was there and there was no objection.

Alderman Schneider asked about the liquor license and the length of time according to ordinance; Emily Fultz, Director of Economic Development, stated the property is zoned C-2 heavy commercial district and in the zoning code there is a list of committed/special uses in each zoning district and a liquor license is listed as a special use in heavy commercial districts; therefore, that is why there is a request.

Members voting aye on roll call: Kinsella, Schmidt, Rujawitz, Anthony, Davidson, Galetti, Musgrove, Orlet and Mayor Eckert. (9)

Members voting nay on roll call: Hult, Randle, Hayden, White, Schneider. (5)

Alderman Heisler abstains. (1)

Alderman Silsby and Seibert, excused. (2)

5. Amend **Section 60-2-2** to define the term “Hotel or Motel”. **Ordinance 7817**

Alderman Schmidt made a motion seconded by Alderman Hayden to approve Hotel or Motel Ordinance 7817 and have the proper ordinance drawn.

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

Members voting nay on roll call: Schneider (1)

Alderman Silsby and Seibert excused. (2)

ORAL REPORTS

Motion from Administration

Alderman Schmidt made a motion seconded by Alderman Anthony to accept a \$149,397 grant from the Metro East Park & Recreation District and enter into a project agreement for the Bicentennial Park Phase II project.

Discussion...

Debbie Belleville, Director of Parks and Recreation, stated this is an IDNR grant that the City applied for and Resolution 3141 was passed by the council on June 26, 2013. This is a 50/50 grant/match. The project consists of a pavilion, playground, trail extension and a restroom.

Alderman Hayden stated he does not recall the resolution and the key question is at the present where is the money going to come from; Mayor Eckert stated the money will be borrowed from TIF 3. Alderman Hayden stated that is a problem. This is an excellent project; however, when we are in a situation where the people want the administration to protect and serve before moving towards quality of life. Alderman Hayden read a press release dated October 28, 2014 regarding bond ratings. Mayor Eckert stated he and Jamie Maitret, Director of Finance, recently had a conference with Standards & Poor regarding the bond rating and they were very pleased with what the City was doing. Alderman Hayden spoke regarding the sales tax, short falls with the state, and extension under the cop's grants.

Alderman Davidson asked if any grants were a guarantee because an application is submitted; Mayor Eckert stated no.

Alderman Randle stated there is a practice of loaning money among TIFs and would like to know the terms of the loan, how it is to be executed and over what period of time it will be paid back; Mayor Eckert stated the finance committee can discuss.

Alderman Schneider how much has been paid back from the loans from TIF 3 to TIF 16; Jamie Maitret, Finance Director, stated \$100,000 each year and there is approximately \$100,000 left owing.

Alderman Hult asked about timing; Mayor Eckert stated it is connected to the grant money.

Members voting aye on roll call: Heisler, Kinsella, Schmidt, Rujawitz, Randle, Anthony, Davidson, White, and Musgrove. (9)

Members voting nay on roll call: Hult, Hayden, Galetti, Orlet, and Schneider (5)
Alderman Silsby and Seibert, excused. (2)

COMMUNICATIONS

Alderman Hayden made a motion seconded by Alderman Schmidt to approve Belleville Parks & Recreation Department request to temporary street closure, police assistance, and barricades for the Annual Gingerbread 5K Run/Walk on Saturday, December 6, 2014.

All members voted aye.

PETITIONS

None.

RESOLUTIONS

None.

ORDINANCES

Alderman Randle made a motion seconded by Alderman Schmidt to read Ordinance 7813, 7814, 7815, 7816, and 7817 by title only.

All members voted aye.

Alderman Kinsella made a motion seconded by Alderman Schmidt to approve:

- A. **ORDINANCE NO. 7813** – A Zoning Ordinance Re: 62-OCT-14 – Chatham & Baricevic.
- C. **ORDINANCE NO. 7815** – A Zoning Ordinance Re: 64-OCT-14 – Chet Shelton.
- D. **ORDINANCE NO. 7816** – A Zoning Ordinance Re: 64-OCT-14 – William F. Frerichs.

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

Alderman Silsby and Seibert, excused. (2)

Alderman Schmidt made a motion seconded by Alderman Anthony to approve:

- B. **ORDINANCE NO. 7814** – A Zoning Ordinance Re: 63-OCT-14 – Ruler Foods.

Members voting aye on roll call: Kinsella, Schmidt, Rujawitz, Anthony, Davidson, Galetti, Musgrove, Orlet and Mayor Eckert. (9)

Members voting nay on roll call: Hult, Randle, Hayden, White, Schneider. (5)
Alderman Heisler abstains. (1)
Alderman Silsby and Seibert, excused. (2)

Alderman Schmidt made a motion seconded by Alderman Hayden to approve:

E. **ORDINANCE NO. 7817** – An ordinance re: Amending **Section 60-2-2** to define the term “Hotel or Motel”.

Members voting aye on roll call: Heisler, Kinsella, Hult, Schmidt, Rujawitz, Randle, Anthony, Davidson, Hayden, White, Galetti, Musgrove, and Orlet. (13)
Members voting nay on roll call: Schneider (1)
Alderman Silsby and Seibert, excused. (2)

UNFINISHED BUSINESS

Alderman Hayden asked with the pending annexation of Our Lady of the Snows has a cost benefit analysis study been done; Mayor Eckert stated when the development agreement is proposed the figures and analysis will be included.

Alderman Hayden stated he appreciated the proclamation relating to COPD and hopes that the City will read a proclamation regarding juvenile diabetes.

Alderman Schneider stated in July the Certificate of Proof that the Development Agreements were being upheld; how many have been sent out and what proof if any have been returned. Mayor Eckert stated Eric Schauster has been working on this and is not present. Emily Fultz, Director of Economic Development, requested Alderman Schneider to contact her the next day. Alderman Schneider asked Ms. Fultz to put them in her mailbox; Ms. Fultz stated she would.

OLD BUSINESS

MISCELLANEOUS & NEW BUSINESS

Alderman Hayden made a motion seconded by Alderman White to approve Motor Fuel Tax claims of \$52,712.02.

Members voting aye on roll call: Heisler, Kinsella, Hult, Schmidt, Rujawitz, Randle, Anthony, Davidson, Hayden, White, Galetti, Musgrove, Orlet and Schneider. (14)
Alderman Silsby and Seibert, excused. (2)

Alderman Hult asked the status of Mount Hope Cemetery; Mayor Eckert stated the St. Clair County Historical Society with the permission of the Comptroller of the State of Illinois is allowing them to copy records.

Alderman Hult asked about the second hearing regarding St. Elizabeth; Mayor Eckert stated it is scheduled for November 18, 2014 at Belleville West High School in the Commons. Sign in is from 4:30 pm to 5:00 pm. The hearing begins at 5:00 pm.

EXECUTIVE SESSION

Alderman Schmidt made a motion seconded by Alderman Schneider to go into executive session to discuss personnel, litigation, and property acquisition.

Entered executive session at 8:20 p.m.

Resumed from Executive Session at 8:50 p.m.

Alderman Schmidt made a motion seconded by Alderman Rujawitz to allow Mayor Eckert to enter into a contract in the cost of \$42,000.

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

Alderman Silsby and Seibert, excused. (2)

ADJOURNMENT

Alderman Schmidt made a motion seconded by Alderman Hayden to adjourn at 8:51 pm.

All members voted aye.

Dallas B. Cook, City Clerk

**CITY OF BELLEVILLE PAYMENT SUMMARY
COUNCIL MEETING - NOVEMBER 17, 2014**

GENERAL FUND

00 - Revenue	\$258,646.20
50 - Administration	\$58,775.49
51 - Police	\$108,807.47
52 - Fire	\$94,041.59
53 - Streets	\$33,585.09
54 - Parks	\$21,405.57
55 - Cemetery	\$4,089.44
56 - Hlth/Sanitation	\$131,079.04
60 - Legal	\$476.74
61 - Health & Housing	\$3,321.61
62 - Economic Planning & Dev	\$423.89
82 - Mayor	\$177.10
83 - Finance	\$68.02
84 - Human Resources	\$325.93
85 - Clerk	\$409.50
86 - Treasurer	\$1,946.17
87 - Maintenance	\$5,013.14
88 - Engineering	\$681.90
GF TOTAL	<u>\$723,273.89</u>

SEW OPERATIONS

75 - Collections	\$13,588.03
77 - Lines	\$13,973.95
78 - Plant	\$61,129.70
SEWER TOTAL	<u>\$88,691.68</u>

04 - Library	\$37,894.60
07 - Park/Rec	\$23,492.91
09 - TIF1	\$4,660.00
10 - TIF 2	\$1,225.00
13 - Motor Fuel Tax Fund	\$10,392.47
15 - Tort Liability Fund	\$2,938.09
22 - Sewer Repair & Replacement	\$11,465.74
24 - Sewer Const.	\$974,585.17
25 - Sewer Bond & Interest	\$207,592.74
30 - SSA	\$854.77
38 - TIF 3	\$82,578.59
54 - TIF 12 Sherman St	\$6,289.36
58 - TIF 16 Route 15 West Corridor	\$15,800.34
71 - Police Trust	\$220.95
72 - NARCOTICS	\$160.12
75 - TIF 17 E Main Street	\$78,413.49

ALL FUNDS TOTAL \$2,276,529.91

VENDOR #	NAME	DEPT.	AMOUNT
=====			
01	GENERAL FUND		
1672	METRO EAST MGMT CO.	01-00	190.00
BA033	BATES ELECTRIC	01-00	50.00
BR118	BROWN REALTORS	01-00	50.00
CA092	CALHOUN, ROBERT A	01-00	100.00
EC007	ECKERT'S COUNTRY STORE AND FARMS	01-00	3,386.16
GR074	GREIVE, JEFFREY	01-00	25.00
H3002	H3 CAPITAL REAL ESTATE	01-00	25.00
LE064	LEONARD, ROBERT	01-00	175.00
NA041	NATURAL PLAYGROUNDS CO	01-00	50,000.00
OC002	CANON FINANCIAL SERVICES INC	01-00	249.00
SI001	SIMS, BOB	01-00	25.00
UM001	UMB BANK NA	01-00	203,961.04
WE065	WEBB, BRIAN	01-00	50.00
	**TOTAL		258,286.20
	ADMINISTRATION		
1112	WATTS COPY SYSTEM, INC.	01-50	2,098.93
2102	AMERENIP	01-50	9,631.58
3119	COMPUTYPE COMPUTER SERVICES	01-50	94.00
379	DIRECTIONS UNLIMITED	01-50	417.00
402	EGYPTIAN STATIONERS, INC.	01-50	41.02
4902	AT & T	01-50	326.28
4989	MINTON ENTERPRISES	01-50	25.00
551	ILLINOIS AMERICAN WATER	01-50	9,328.72
7125	GLAENZER ELECTRIC	01-50	843.00
7131	ILLINOIS TREKKERS VOLKSSPORT CLUB	01-50	69.00
7185	ILLINOIS COUNTIES RISK MGMT TRUST	01-50	13,409.97
759	BELLEVILLE NEWS DEMOCRAT	01-50	480.00
AM054	AMERICAN LEGAL PUBLISHING CORP	01-50	6,480.00
CO139	CONSTELLATION NEWENERGY, INC	01-50	8,936.42
OF004	OFFICE DEPOT	01-50	168.95
SH014	CINTAS CORPORATION	01-50	115.51
UM001	UMB BANK NA	01-50	6,310.11
	**TOTAL ADMINISTRATION		58,775.49
	POLICE DEPARTMENT		
1112	WATTS COPY SYSTEM, INC.	01-51	1,499.57
191	SOUTHWESTERN ILLINOIS COLLEGE	01-51	210.00
309	CLEAN MACHINE	01-51	155.00
3430	FIRESTONE CAR CENTER	01-51	869.32
3916	VOGT OIL CO., INC.	01-51	8,032.90
402	EGYPTIAN STATIONERS, INC.	01-51	55.92
4902	AT & T	01-51	531.24
5622	KORTE, SANDRA E.	01-51	135.00
6122	VERIZON WIRELESS	01-51	1,421.77
6838	PEAK INTERNET ACCESS, INC.	01-51	105.00
7185	ILLINOIS COUNTIES RISK MGMT TRUST	01-51	68,418.31
773	RAY O'HERRON CO., INC	01-51	17,115.06

VENDOR #	NAME	DEPT.	AMOUNT
01 GENERAL FUND			
POLICE DEPARTMENT			
926	SECRETARY OF STATE	01-51	1,286.00
AR002	ARROW TERMINAL LLC	01-51	186.87
AU017	AUTOZONE, INC	01-51	22.49
FA026	FACTORY MOTOR PARTS CO	01-51	518.65
IL008	COMMUNICATIONS REVOLVING FUND	01-51	1,623.11
KE000	KELSO AUTO BODY, INC.	01-51	795.75
LK001	LKQ METRO AUTO PARTS	01-51	45.00
OF004	OFFICE DEPOT	01-51	261.58
OR001	O'REILLY AUTO PARTS	01-51	351.98
TH048	THE BANK OF EDWARDSVILLE	01-51	369.50
TI020	TIBURON	01-51	4,253.00
US011	USAT CORP	01-51	300.33
VA036	VALLEY LITHO SUPPLY CO	01-51	244.12
**TOTAL POLICE DEPARTMENT			108,807.47
FIRE DEPARTMENT			
1112	WATTS COPY SYSTEM, INC.	01-52	410.56
1532	UNIVERSITY OF ILLINOIS	01-52	1,050.00
182	BANNER FIRE EQUIPMENT INC	01-52	155.00
2244	SWITZER FOOD & SUPPLIES	01-52	18.50
3445	DAVE SCHMIDT TRUCK SERVICE	01-52	72.00
365	WIRELESS USA	01-52	120.00
3916	VOGT OIL CO., INC.	01-52	3,529.17
4902	AT & T	01-52	237.26
4989	MINTON ENTERPRISES	01-52	500.00
5275	MUNICIPAL EMERGENCY SERVICES	01-52	5,043.16
6122	VERIZON WIRELESS	01-52	748.23
7185	ILLINOIS COUNTIES RISK MGMT TRUST	01-52	76,628.51
726	CLEAN THE UNIFORM COMPANY	01-52	163.92
8151	WEX BANK	01-52	167.50
AE005	AEC FIRE-SAFETY & SECURITY INC	01-52	2,798.00
AL025	ALERT-ALL CORP	01-52	250.00
BE133	BECK, KEVIN	01-52	364.28
CH030	CHARTER COMMUNICATIONS	01-52	206.87
CO051	CONTEMPORARY LIFE SAVING TRAINING	01-52	686.02
CO084	COMMERCIAL TELEPHONE SYSTEMS	01-52	280.00
DA028	DA-COM CORPORATION	01-52	161.00
IM012	IMGRUND, MATT	01-52	400.30
SH014	CINTAS CORPORATION	01-52	51.31
**TOTAL FIRE DEPARTMENT			94,041.59
STREETS			
1112	WATTS COPY SYSTEM, INC.	01-53	289.29
272	BUSTER'S TIRE MART	01-53	259.61
3916	VOGT OIL CO., INC.	01-53	6,684.41
4902	AT & T	01-53	454.20
6122	VERIZON WIRELESS	01-53	225.56

VENDOR #	NAME	DEPT.	AMOUNT
01 GENERAL FUND			
STREETS			
7141	AL'S AUTOMOTIVE SUPPLY, INC.	01-53	998.63
7185	ILLINOIS COUNTIES RISK MGMT TRUST	01-53	24,630.59
SH014	CINTAS CORPORATION	01-53	42.80
**TOTAL STREETS			33,585.09
PARKS DEPARTMENT			
1112	WATTS COPY SYSTEM, INC.	01-54	822.59
2102	AMERENIP	01-54	845.53
2552	REAL PURE BOTTLED WATER	01-54	25.75
3916	VOGT OIL CO., INC.	01-54	1,736.39
393	DUTCH HOLLOW JANITORIAL SUPPLIES	01-54	117.04
4902	AT & T	01-54	460.43
515	HOME-BRITE ACE HARDWARE	01-54	59.53
551	ILLINOIS AMERICAN WATER	01-54	1,326.08
5575	PRAXAIR DISTRIBUTION, INC.	01-54	23.25
6122	VERIZON WIRELESS	01-54	154.46
6517	WILLIAM NOBBE & COMPANY INC	01-54	11.56
661	LIESE LUMBER CO., INC.	01-54	573.62
7185	ILLINOIS COUNTIES RISK MGMT TRUST	01-54	4,419.82
7678	SHILOH VALLEY EQUIPMENT	01-54	67.64
834	QUALITY RENTAL CENTER	01-54	213.00
AT012	AT & T MOBILITY	01-54	43.60
CH030	CHARTER COMMUNICATIONS	01-54	176.94
CJ001	C J GOODALL TIRE CO, INC	01-54	17.60
CO139	CONSTELLATION NEWENERGY, INC	01-54	2,886.99
DE065	DERO	01-54	846.85
GE015	NAPA AUTO PARTS	01-54	192.47
HO034	HOME DEPOT CREDIT SERVICES	01-54	75.94
MT001	MTI DISTRIBUTING	01-54	5,715.07
OR001	O'REILLY AUTO PARTS	01-54	29.44
PA080	PARTSMaster	01-54	374.36
TR035	TRACTOR SUPPLY CREDIT PLAN	01-54	112.78
UN027	UNIFIRST CORP	01-54	76.84
**TOTAL PARKS DEPARTMENT			21,405.57
CEMETERY DEPARTMENT			
4902	AT & T	01-55	98.49
6122	VERIZON WIRELESS	01-55	61.52
7185	ILLINOIS COUNTIES RISK MGMT TRUST	01-55	3,831.43
WE023	WEINLAND REFRIGERATION	01-55	98.00
**TOTAL CEMETERY DEPARTMENT			4,089.44
HEALTH & SANITATION			
1112	WATTS COPY SYSTEM, INC.	01-56	70.10
1135	WISE EL SANTO COMPANY	01-56	612.72
2169	HUELSMANN DISTRIBUTORS	01-56	109.50

VENDOR #	NAME	DEPT.	AMOUNT
01 GENERAL FUND			
HEALTH & SANITATION			
217	BEL-O SALES & SERVICE, INC.	01-56	995.00
272	BUSTER'S TIRE MART	01-56	2,389.42
277	CAMPER EXCHANGE, INC.	01-56	10.95
3445	DAVE SCHMIDT TRUCK SERVICE	01-56	36,744.00
3916	VOGT OIL CO., INC.	01-56	3,371.42
4902	AT & T	01-56	155.98
6122	VERIZON WIRELESS	01-56	490.08
6311	MILAM RECYCLING & DISPOSAL FACILI	01-56	327.99
7185	ILLINOIS COUNTIES RISK MGMT TRUST	01-56	42,966.70
AR002	ARROW TERMINAL LLC	01-56	432.37
CE013	CENTRAL TIME SERVICE	01-56	410.00
CO073	COTTONWOOD HILLS RDF	01-56	36,577.91
DE006	COOPER COLOR INC	01-56	122.14
DE018	DELTA GASES	01-56	126.96
GO005	GOODALL TRUCK TESTING	01-56	69.60
LI015	LINE-X OF SOUTHWEST ILLINOIS	01-56	495.00
RE072	REPUBLIC SERVICES RECYCLING-SOUTH	01-56	1,240.40
SH014	CINTAS CORPORATION	01-56	2,462.80
ST023	STATEWIDE TIRE OF ST LOUIS	01-56	2,966.64
UN027	UNIFIRST CORP	01-56	351.36
**TOTAL HEALTH & SANITATION			131,079.04
LEGAL DEPARTMENT			
6617	FLYNN, GUYMON & GARAVALLIA	01-60	137.75
LE062	LEXISNEXIS	01-60	338.99
**TOTAL LEGAL DEPARTMENT			476.74
HEALTH & HOUSING			
1112	WATTS COPY SYSTEM, INC.	01-61	644.37
3916	VOGT OIL CO., INC.	01-61	762.50
402	EGYPTIAN STATIONERS, INC.	01-61	118.89
5796	STAN ERLINGER	01-61	85.00
6122	VERIZON WIRELESS	01-61	459.69
7185	ILLINOIS COUNTIES RISK MGMT TRUST	01-61	547.35
759	BELLEVILLE NEWS DEMOCRAT	01-61	93.81
7911	PROFESSIONAL TITLE CO	01-61	150.00
ME037	MEURER BROTHERS, INC	01-61	460.00
**TOTAL HEALTH & HOUSING			3,321.61
PLANNING & ECONOMIC DEVELOPMENT			
1314	BERTCO RUBBER STAMPS & ENGRAVING	01-62	17.50
3916	VOGT OIL CO., INC.	01-62	31.67
6122	VERIZON WIRELESS	01-62	51.98
759	BELLEVILLE NEWS DEMOCRAT	01-62	284.97
7960	SCHAUSTER, ERIC	01-62	37.77
**TOTAL PLANNING & ECONOMIC DEVELOPMENT			423.89

VENDOR #	NAME	DEPT.	AMOUNT
01 GENERAL FUND			
PLANNING & ECONOMIC DEVELOPMENT			
MAYOR			
3916	VOGT OIL CO., INC.	01-82	74.69
6122	VERIZON WIRELESS	01-82	102.41
**TOTAL MAYOR			177.10
FINANCE			
402	EGYPTIAN STATIONERS, INC.	01-83	68.02
**TOTAL FINANCE			68.02
HUMAN RESCOURCES/COMMUNITY DEV			
1112	WATTS COPY SYSTEM, INC.	01-84	274.62
SH014	CINTAS CORPORATION	01-84	51.31
**TOTAL HUMAN RESCOURCES/COMMUNITY DEV			325.93
CLERKS			
2180	CENTURY PRINTING CO	01-85	75.00
S0014	SOUTHWESTERN ILLINOIS MUNICIPAL	01-85	40.00
TE030	10TH STREET BAKING CO	01-85	294.50
**TOTAL CLERKS			409.50
TREASURER			
759	BELLEVILLE NEWS DEMOCRAT	01-86	1,886.09
OF004	OFFICE DEPOT	01-86	60.08
**TOTAL TREASURER			1,946.17
MAINTENANCE			
1112	WATTS COPY SYSTEM, INC.	01-87	23.56
163	GROSS, DONALD L	01-87	159.50
214	BELLEVILLE SUPPLY COMPANY	01-87	600.66
3916	VOGT OIL CO., INC.	01-87	148.00
6122	VERIZON WIRELESS	01-87	303.46
661	LIESE LUMBER CO., INC.	01-87	6.90
7185	ILLINOIS COUNTIES RISK MGMT TRUST	01-87	2,189.39
726	CLEAN THE UNIFORM COMPANY	01-87	97.39
7986	SEARS	01-87	108.16
AT016	ASTRO BUILDING SERVICES, INC	01-87	858.95
IL075	ILLINOIS OFFICE OF STATE FIRE MAR	01-87	70.00
KE000	KELSO AUTO BODY, INC.	01-87	80.15
MI078	MIDWEST ELEVATOR CO	01-87	292.00
MI079	MIDWEST ELECTRONIC SYSTEMS, INC	01-87	50.00
VO010	VOSS LIGHTING	01-87	25.02
**TOTAL MAINTENANCE			5,013.14

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VENDOR #	NAME	DEPT.	AMOUNT
=====			
01	GENERAL FUND		
	MAINTENANCE		
	ENGINEERING		
1112	WATTS COPY SYSTEM, INC.	01-88	345.34
3916	VOGT OIL CO., INC.	01-88	73.27
402	EGYPTIAN STATIONERS, INC.	01-88	23.20
6122	VERIZON WIRELESS	01-88	88.92
8151	WEX BANK	01-88	151.17

	**TOTAL ENGINEERING		681.90
01	GENERAL FUND	GRAND TOTAL	722,913.89

VENDOR #	NAME	DEPT.	AMOUNT
04 LIBRARY			
4902	AT & T	04-00	182.55
551	ILLINOIS AMERICAN WATER	04-00	47.35
7185	ILLINOIS COUNTIES RISK MGMT TRUST	04-00	4,652.45
CE023	CENTURY SERVICE & CONSTRUCTION	04-00	31,674.33
CO139	CONSTELLATION NEWENERGY, INC	04-00	737.92
	**TOTAL		37,294.60
	04 LIBRARY	GRAND TOTAL	37,294.60

VENDOR #	NAME	DEPT.	AMOUNT
07 PLAYGROUND AND RECREATION			
1112	WATTS COPY SYSTEM, INC.	07-00	114.23
1199	BELLEVILLE, DEBBIE	07-00	50.00
1314	BERTCO RUBBER STAMPS & ENGRAVING	07-00	18.50
176	BARCOM ELECTRONIC, INC.	07-00	425.00
201	BELLEVILLE BOWLING & SPORTS SHOP	07-00	1,260.00
402	EGYPTIAN STATIONERS, INC.	07-00	218.27
4782	SAM'S CLUB	07-00	413.14
4902	AT & T	07-00	118.63
7185	ILLINOIS COUNTIES RISK MGMT TRUST	07-00	4,652.45
759	BELLEVILLE NEWS DEMOCRAT	07-00	290.00
8092	DA-COM CORPORATION	07-00	247.99
957	CURT SMITH SPORTING GOODS, INC.	07-00	111.98
961	SOUTHWEST ILLINOIS ASSN. OF UMPIR	07-00	3,384.00
AM036	AMERICAN BOTTLING	07-00	110.95
AT011	AT & T U-VERSE	07-00	55.00
DA028	DA-COM CORPORATION	07-00	372.31
GR037	GRANT, MARY	07-00	231.00
JO071	JOHNSON, LOGAN RAY	07-00	1,825.63
LA073	LANE, FLETCHER	07-00	450.00
PE053	PENBERTHLY, LINDA	07-00	100.00
PO005	POOLE, JASON	07-00	25.00
WI049	WINNING STREAK INC	07-00	8,518.83
	**TOTAL		22,992.91
07 PLAYGROUND AND RECREATION		GRAND TOTAL	22,992.91

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VENDOR #	NAME	DEPT.	AMOUNT
09 TIF 1 (NW SQUARE)			
486	HANK'S EXCAVATING & LANDSCAPING,	09-00	4,500.00
7125	GLAENZER ELECTRIC	09-00	160.00
	**TOTAL		4,660.00
09 TIF 1 (NW SQUARE)		GRAND TOTAL	4,660.00

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VENDOR #	NAME	DEPT.	AMOUNT
10	TIF 2 (NE SQUARE)		
7125	GLAENZER ELECTRIC	10-00	1,225.00
	**TOTAL		1,225.00
	10 TIF 2 (NE SQUARE)	GRAND TOTAL	1,225.00

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VENDOR #	NAME	DEPT.	AMOUNT
13 MOTOR FUEL TAX FUND			
EL001	ELECTRICO, INC.	13-00	2,956.46
FO033	FOURNIE CONTRACTING COMPANY, INC	13-00	7,436.01
	**TOTAL		10,392.47
	13 MOTOR FUEL TAX FUND	GRAND TOTAL	10,392.47

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VENDOR #	NAME	DEPT.	AMOUNT
15	TORT LIABILITY FUND		
7125	GLAENZER ELECTRIC	15-00	2,938.09
	**TOTAL		2,938.09
	15 TORT LIABILITY FUND	GRAND TOTAL	2,938.09

VENDOR #	NAME	DEPT.	AMOUNT
21 SEWER OPERATION & MAINTENANCE			
SEWER COLLECTION			
890	ST CLAIR TOWNSHIP	21-75	108.40
OF004	OFFICE DEPOT	21-75	82.52
ST013	STOOKEY TOWNSHIP	21-75	11,661.43
**TOTAL SEWER COLLECTION			11,852.35
SEWER LINES			
272	BUSTER'S TIRE MART	21-77	634.16
3445	DAVE SCHMIDT TRUCK SERVICE	21-77	157.51
401	H EDWARDS EQUIPMENT, INC.	21-77	462.77
6122	VERIZON WIRELESS	21-77	72.45
7185	ILLINOIS COUNTIES RISK MGMT TRUST	21-77	10,673.26
803	POELKER'S GARAGE INC.	21-77	23.10
8151	WEX BANK	21-77	1,070.98
GO005	GOODALL TRUCK TESTING	21-77	23.10
OL008	OLIVER C JOSEPH GMC	21-77	23.54
PL000	PLAZA AUTO PARTS	21-77	7.00
SA049	SAFETY INTERNATIONAL LLC	21-77	300.00
ST009	ST CLAIR SERVICE COMPANY	21-77	80.20
TR045	TRUCK CENTER INC	21-77	412.10
UN027	UNIFIRST CORP	21-77	33.78
**TOTAL SEWER LINES			13,973.95
SEWER PLANT			
1112	WATTS COPY SYSTEM, INC.	21-78	471.25
1135	WISE EL SANTO COMPANY	21-78	467.72
1547	THOUVENOT WADE & MOERCHEN	21-78	693.00
163	GROSS, DONALD L	21-78	8.59
2102	AMERENIP	21-78	9,005.83
211	BELLEVILLE SEED HOUSE	21-78	185.50
4902	AT & T	21-78	631.64
515	HOME-BRITE ACE HARDWARE	21-78	55.92
551	ILLINOIS AMERICAN WATER	21-78	203.97
6122	VERIZON WIRELESS	21-78	419.25
661	LIESE LUMBER CO., INC.	21-78	225.36
7185	ILLINOIS COUNTIES RISK MGMT TRUST	21-78	15,873.05
7591	USA BLUEBOOK	21-78	1,042.57
8151	WEX BANK	21-78	961.45
834	QUALITY RENTAL CENTER	21-78	87.00
CA024	CARTER WATERS CORPORATION	21-78	428.95
CJ001	C J GOODALL TIRE CO, INC	21-78	20.00
CO139	CONSTELLATION NEWENERGY, INC	21-78	16,825.76
EN015	ENGLAND JR, ROBERT	21-78	50.00
NU001	CARSON, MICKEY D	21-78	6,975.00
OF004	OFFICE DEPOT	21-78	108.85
PL000	PLAZA AUTO PARTS	21-78	99.55
PL011	PLUMBERS SUPPLY	21-78	12.96
QU006	QUILL CORP	21-78	45.97

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VENDOR #	NAME	DEPT.	AMOUNT
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21 SEWER OPERATION & MAINTENANCE

SEWER PLANT			
SC114	SCHREIBER PURE INGENUITY	21-78	315.00
SH014	CINTAS CORPORATION	21-78	42.80
SI024	EVOQUA WATER TECHNOLOGIES LLC	21-78	5,841.50
UN027	UNIFIRST CORP	21-78	31.26
**TOTAL SEWER PLANT			61,129.70

21 SEWER OPERATION & MAINTENANCE GRAND TOTAL 86,956.00

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VENDOR #	NAME	DEPT.	AMOUNT
=====			
22	SEWER REPAIR & REPLACEMENT FUND		
MC026	MCLAUGHLIN HOIST & CRANE	22-00	11,465.74
	**TOTAL		<u>11,465.74</u>
	22 SEWER REPAIR & REPLACEMENT FUND GRAND TOTAL		11,465.74

VENDOR #	NAME	DEPT.	AMOUNT
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24 SEWER CONSTRUCTION FUND

1547	THOUVENOT WADE & MOERCHEN	24-00	52,606.45
36000	360WATER	24-00	48,400.00
BR073	BRECKENRIDGE OF ILLINOIS LLC	24-00	615.66
CR043	CRAWFORD, MURPHY & TILLY INC	24-00	3,333.06
ME071	METRO-AG, INC	24-00	282,130.00

	**TOTAL		387,085.17
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24 SEWER CONSTRUCTION FUND	GRAND TOTAL	387,085.17
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VENDOR #	NAME	DEPT.	AMOUNT
=====			
25	SEWER BOND AND INTEREST FUND		
6086	ILLINOIS EPA	25-00	207,592.74
	**TOTAL		----- 207,592.74
	25 SEWER BOND AND INTEREST FUND	GRAND TOTAL	207,592.74

VENDOR #	NAME	DEPT.	AMOUNT
30 SPECIAL SERVICE AREA			
551	ILLINOIS AMERICAN WATER	30-00	20.01
7185	ILLINOIS COUNTIES RISK MGMT TRUST	30-00	779.97
CO139	CONSTELLATION NEWENERGY, INC	30-00	54.79
	**TOTAL		854.77
	30 SPECIAL SERVICE AREA	GRAND TOTAL	854.77

VENDOR #	NAME	DEPT.	AMOUNT
38 TIF 3 (CITY OF BELLEVILLE)			
1423	EHRET PLUMBING & HEATING, INC.	38-00	964.37
7125	GLAENZER ELECTRIC	38-00	5,172.50
7223	QUAD COUNTY READY MIX	38-00	376.00
759	BELLEVILLE NEWS DEMOCRAT	38-00	362.85
BR122	BROWN, LEONILA M	38-00	20,000.00
FO033	FOURNIE CONTRACTING COMPANY, INC	38-00	31,939.23
OF004	OFFICE DEPOT	38-00	32.74
PA017	PARKER CONSULTING SERVICES	38-00	2,812.00
PA048	PARKER CONSULTING SERVICES	38-00	118.90
SC120	SCHWENDEMAN, DANNY	38-00	18,000.00
	**TOTAL		79,778.59
	38 TIF 3 (CITY OF BELLEVILLE)	GRAND TOTAL	79,778.59

SYS DATE:11/12/14

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

SYS TIME:08:47

DATE: 11/17/14

Monday November 17,2014

[NCS]
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VENDOR #	NAME	DEPT.	AMOUNT
54	TIF 12 (SHERMAN STREET)		
FO033	FOURNIE CONTRACTING COMPANY, INC	54-00	6,289.36
	**TOTAL		6,289.36
	54 TIF 12 (SHERMAN STREET)	GRAND TOTAL	6,289.36

VENDOR #	NAME	DEPT.	AMOUNT
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58 TIF 16 (ROUTE 15 WEST CORRIDOR)

7125	GLAENZER ELECTRIC	58-00	1,465.00
EL001	ELECTRICO, INC.	58-00	14,335.34

**TOTAL			15,800.34
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58 TIF 16 (ROUTE 15 WEST CORRIDOR) GRAND TOTAL			15,800.34
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SYS DATE:11/12/14

CITY OF BELLEVILLE
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VENDOR #	NAME	DEPT.	AMOUNT
71	POLICE TRUST		
PE023	PETSMART	71-00	220.95
	**TOTAL		220.95
	71 POLICE TRUST	GRAND TOTAL	220.95

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VENDOR #	NAME	DEPT.	AMOUNT
72	NARCOTICS		
AL045	ALDRIDGE, ELDLONDRO	72-00	160.12
	**TOTAL		160.12
	72 NARCOTICS	GRAND TOTAL	160.12

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CITY OF BELLEVILLE
C L A I M S H E E T
Monday November 17, 2014

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[NCS]

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VENDOR #	NAME	DEPT.	AMOUNT
=====			
75	TIF 17 (EAST MAIN STREET)		
486	HANK'S EXCAVATING & LANDSCAPING,	75-00	75,828.74
7125	GLAENZER ELECTRIC	75-00	2,584.75
	**TOTAL		78,413.49
	75 TIF 17 (EAST MAIN STREET)	GRAND TOTAL	78,413.49

DATE: 11/17/14

VENDOR #	NAME	DEPT.	AMOUNT
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79 TIF 21 - BELLE VALLEY / PHASE II

1547	THOUVENOT WADE & MOERCHEN	79-00	6,000.00
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	**TOTAL		6,000.00
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	79 TIF 21 - BELLE VALLEY / PHASE II	GRAND TOTAL	6,000.00
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	GRAND TOTAL FOR ALL FUNDS:		1,683,034.23
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	TOTAL FOR REGULAR CHECKS:		1,565,491.43
	TOTAL FOR DIRECT PAY VENDORS:		117,542.80

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

21 SEWER OPERATION & MAINTENANCE

SEWER COLLECTION			
VENDOR #	NAME	DEPT.	AMOUNT
5690	CECIL MANAGEMENT	21-75	62.12
8171	STATE REALTY	21-75	31.16
BB003	BBM INVESTMENTS LLC	21-75	110.09
BU065	BUCKHALTER, NICK	21-75	18.00
BU066	BURRIS, BRANSON	21-75	465.70
HU058	HUGHES, TOM & MARY	21-75	586.63
MA133	MARKET PRO REALTY	21-75	54.00
SH030	SHEER, EDNA	21-75	182.00
VE005	VERNIER. KENNETH	21-75	104.13
WE064	WESSEL, WARREN	21-75	121.85

***TOTAL SEWER COLLECTION 1,735.68

21 SEWER OPERATION & MAINTENANCE GRAND TOTAL 1,735.68

GRAND TOTAL FOR ALL FUNDS: 1,735.68

TOTAL FOR REGULAR CHECKS: 1,735.68

=====
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		
7827	PETTY CASH-TREASURER	01-00	360.00
	**TOTAL		----- 360.00
	01 GENERAL FUND	GRAND TOTAL	360.00

=====

A/P MANUAL CHECK POSTING LIST

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

=====

VENDOR #	NAME	DEPT.	AMOUNT
04	LIBRARY		
CJ000	C J SCHLOSSER & CO LLC	04-00	600.00
	**TOTAL		600.00
	04 LIBRARY	GRAND TOTAL	600.00

=====

A/P MANUAL CHECK POSTING LIST

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

=====

VENDOR #	NAME	DEPT.	AMOUNT
07	PLAYGROUND AND RECREATION		
CJ000	C J SCHLOSSER & CO LLC	07-00	500.00
	**TOTAL		500.00
	07 PLAYGROUND AND RECREATION	GRAND TOTAL	500.00

=====

A/P MANUAL CHECK POSTING LIST

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

=====

VENDOR #	NAME	DEPT.	AMOUNT
24 SEWER CONSTRUCTION FUND			
K0005	KORTE & LUITJOHAN CONTRACTORS INC	24-00	587,500.00
	**TOTAL		587,500.00
	24 SEWER CONSTRUCTION FUND	GRAND TOTAL	587,500.00

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

VENDOR #	NAME	DEPT.	AMOUNT
38 TIF 3 (CITY OF BELLEVILLE)			
CJ000	C J SCHLOSSER & CO LLC	38-00	2,800.00
	**TOTAL		2,800.00
	38 TIF 3 (CITY OF BELLEVILLE)	GRAND TOTAL	2,800.00
	GRAND TOTAL FOR ALL FUNDS--MANUAL CHECKS:		591,760.00
	GRAND TOTAL FOR ALL FUNDS--REGULAR AND MANUAL		593,495.68

SYS DATE 110614
[GSCI]

CITY OF BELLEVILLE
STATEMENT OF CASH AND INVESTMENTS
AS OF THE MONTH & YEAR 09/14

SYS TIME 14:02

NAME OF FUND	CASH ON HAND	INVESTMENTS	FUNDS AVAILABLE
GENERAL FUND	\$2,099,620.50	\$1,086,483.44	\$3,186,103.94
PARKS PROJECT FUND	\$38,579.04	\$75,244.53	\$113,823.57
INSURANCE FUND	\$43,533.98	\$.00	\$43,533.98
LIBRARY	\$781,815.20	\$401,304.68	\$1,183,119.88
PAYROLL ACCOUNT	\$39,363.27	\$.00	\$39,363.27
PLAYGROUND AND RECREATION	\$526,495.59	\$707,149.99	\$1,233,645.58
TIF 1 (NW SQUARE)	\$9,913.14	\$.00	\$9,913.14
TIF 2 (NE SQUARE)	\$99,100.38	\$30,097.47	\$129,197.85
RETIREMENT FUND	\$635,785.98	\$.00	\$635,785.98
MOTOR FUEL TAX FUND	\$1,061,514.94	\$100,325.99	\$1,161,840.93
FOUNTAIN FUND	\$6,354.78	\$.00	\$6,354.78
TORT LIABILITY FUND	\$380,306.55	\$.00	\$380,306.55
WALNUT HILL FUTURE CARE FUN	\$6,312.15	\$229,070.10	\$235,382.25
SEWER OPERATION & MAINTENAN	\$1,142,494.70	\$2,508,153.46	\$3,650,648.16
SEWER REPAIR & REPLACEMENT	\$346,509.09	\$501,630.57	\$848,139.66
SEWER CONSTRUCTION FUND	\$1,951,851.17	\$2,709,079.24	\$4,660,930.41
SEWER BOND AND INTEREST FUN	\$1,053,440.26	\$1,003,261.42	\$2,056,701.68
SPECIAL SERVICE AREA	\$46,140.55	\$150,489.31	\$196,629.86
WORKING CASH FUND	\$2,353.31	\$371,206.73	\$373,560.04
LIBRARY - GIFT ENDOWMENT	\$4,986.47	\$25,081.48	\$30,067.95
TIF 3 (CITY OF BELLEVILLE)	\$9,387,553.54	\$2,734,864.09	\$12,122,417.63
TIF 4 (N CORNER OF N BELT/1	\$9,971.58	\$20,064.91	\$30,036.49
CAPITAL PROJECTS FUND	\$115.74	\$.00	\$115.74
BELLEVILLE ILLINOIS TOURISM	\$12,634.94	\$.65	\$12,635.59
TIF 8 (DOWNTOWN SOUTH)	\$113,993.28	\$10,383.48	\$124,376.76
TIF 9 (SOUTHWINDS ESTATE)	\$93,024.31	\$150,567.50	\$243,591.81
TIF 10 (LOWER RICHLAND CREE	\$1,231,986.46	\$501,630.57	\$1,733,617.03
TIF 11 (INDUSTRIAL JOB RECO	\$53,364.48	\$50,163.18	\$103,527.66
TIF 12 (SHERMAN STREET)	\$305,391.85	\$50,163.18	\$355,555.03
TIF 13 (DRAKE ROAD)	\$42,947.61	\$100,325.99	\$143,273.60
TIF 14 (ROUTE 15 EAST)	\$105,175.85	\$120,438.26	\$225,614.11
TIF 15 (CARLYLE GREENMOUNT)	\$4,127,666.81	\$.00	\$4,127,666.81
TIF 16 (ROUTE 15 WEST CORRI	\$69,137.68	\$.00	\$69,137.68

SYS DATE 110614
[GSCI]

CITY OF BELLEVILLE
STATEMENT OF CASH AND INVESTMENTS
AS OF THE MONTH & YEAR 09/14

SYS TIME 14:02

NAME OF FUND	CASH ON HAND	INVESTMENTS	FUNDS AVAILABLE
SPECIAL SERVICE AREA RESERV	\$2,949.12	\$110,358.70	\$113,307.82
SPECIAL SERVICE AREA BONDS,	\$104,248.36	\$100,325.85	\$204,574.21
2011 TIF BONDS I & S	\$128,501.66	\$.00	\$128,501.66
2011 Bond Fund I & S	\$910,582.90	\$501,630.57	\$1,412,213.47
POLICE TRUST	\$9,608.15	\$40,130.54	\$49,738.69
NARCOTICS	\$73,697.02	\$50,163.18	\$123,860.20
LOCAL LAW ENFORCEMENT BLOCK	\$31,051.80	\$.00	\$31,051.80
TIF 17 (EAST MAIN STREET)	\$33,918.95	\$10,109.42	\$44,028.37
TIF 18 (SCHEEL STREET)	\$95,414.24	\$20,064.91	\$115,479.15
TIF 19 (FRANK SCOTT PARKWAY	\$2,727,338.47	\$.00	\$2,727,338.47
TIF 20 - RT. 15 / S. GREEN	\$31,547.76	\$10,056.15	\$41,603.91
TIF 21 - BELLE VALLEY / PHA	\$89,149.77	\$.00	\$89,149.77
Totals	<u>\$30,067,443.38</u>	<u>\$14,480,019.54</u>	<u>\$44,547,462.92</u>

GENERAL FUND

01

CASH

CASH IN BANK	\$ 1,657,605.31
CASH IN BANK-CONTINENTAL MAGNA	0.00
CASH IN BANK-RICHLAND CREEK FLOO	26,115.19
CASH IN BANK-EPAY	6,877.29
CASH IN BANK-IKE GRANT/WAGNER	0.00
PETTY CASH	1,425.00
HISTORICAL PRESERVATION-SAVINGS	3,065.72
INVESTMENTS	<u>1,083,066.10</u>
	\$ 2,778,154.61

CASH BALANCE, SEPTEMBER 1, 2014

\$ 2,778,154.61

RECEIPTS

UTILITY TAX	\$ 261,204.58
HOTEL/MOTEL TAX	1,035.90
LIQUOR LICENSE	30.00
BUSINESS LICENSE	645.00
FRANCHISE FEES	23,250.00
LIQUOR APPLICATION FEE	500.00
BUILDING & SIGN PERMITS	22,728.50
ELECTRICAL PERMITS	2,690.00
PLUMBING PERMITS	272.00
HVAC PERMITS	200.00
OCCUPANCY PERMITS	13,250.00
BUSINESS OCCUPANCY PERMITS	1,350.00
HOUSING INSPECTION FEES	15,060.00
CRIME FREE HOUSING	9,500.00
FIRE INSPECTION FEES	8,522.50
EXCAVATION PERMITS	145.00
PARKING PERMITS	612.00
STATE INCOME TAX	414,414.54
SALES TAX	528,481.72
LEASED CAR TAX	991.87
TELECOMMUNICATIONS TAX	94,151.53
PARKWAY NORTH BUS DIST SALE TAX	2,634.28
LOCAL USE TAX	75,267.24
HOME RULE SALES TAX	201,745.53
GAMING FEES	16,884.03
HUNTER ACT	1,752.29
COURT FINES	7,514.18
POLICE DEPT VEHICLE DIST.	1,939.27
DUI ENFORCEMENT DISTRIBUTION	1,588.56
VEHICLE TOW RELEASE FEES	7,800.00
PARKING FINES	990.00
METER COLLECTIONS	5,216.45
TRASH DISPOSAL CHARGES	264,469.15
TRASH TOTES	400.00
CEMETERY INCOME - BURIALS	1,075.00
CEMETERY INCOME-SALE LOTS/GRAVES	1,620.00
CEMETERY INCOME - ENDOWED CARE	180.00
CEMETERY FOUNDATIONS & VASES	1,314.00
LIEN FEES	205.00
WEED CUTTING SERVICES	3,202.50
OTHER SALES & SERVICES	793.50
INTEREST INCOME	525.77
RENTAL INCOME	7,015.00

GENERAL FUND

01

LEASE'S-SPRINT TOWER	15,259.57
LEASE'S-OTHER	1,725.50
DONATIONS-HISTORIC PRESERVATION	0.24
REIMB. ADMINISTRATION	368.00-
REIMB. POLICE DEPARTMENT	12,974.36
REIMB. FIRE DEPARTMENT	20.00
REIMB. PARKS DEPARTMENT	209.35
REIMB. HEALTH & HOUSING	383.00
REIMB. MAINT. DEPT.	200.00
EPAYABLE PROCESSING INCOME	2,161.03
MISCELLANEOUS INCOME	128.50

\$ 2,035,860.44

TOTAL RECEIPTS

\$ 2,035,860.44

TOTAL CASH AVAILABLE

\$ 4,814,015.05

DISBURSEMENTS

ADMINISTRATION

SALARIES - REGULAR	\$ 29,094.24
HOSPITAL INSURANCE	2,127.93
RETIREES HEALTH INSURANCE	20,568.58
ACCOUNTING SERVICE	7,500.00-
OTHER PROFESSIONAL SERVICES	115.51
POSTAGE	143.41
TELEPHONE	6,890.09
PUBLISHING	98.59
DUES	10,788.00
UTILITIES	40,149.85
STREET LIGHTING	27,231.18
FEES & PERMITS	248.75
RENTALS	396.00
OFFICE SUPPLIES	197.64
INTEREST PKWY NORTH NOTES	6,628.53
BUILDINGS	65,510.96
DISASTER EXPENSES	301.00

POLICE DEPARTMENT

POLICE SALARIES-REGULAR	501,106.69
SALARIES - PART-TIME	3,835.07
SALARIES - OVERTIME	55,309.09
PAGER PAY	200.00
HOSPITAL INSURANCE	77,076.17
MAINTENANCE SERVICE - EQUIPMENT	2,113.35
MAINTENANCE SERVICE - VEHICLES	6,521.30
OTHER PROFESSIONAL SERVICES	450.00
TELEPHONE	2,013.87
PRINTING	183.97
DUES	150.00
TUITION REIMBURSEMENT	2,050.94
PUBLICATIONS	159.00
RENTALS	7,338.00
OFFICE SUPPLIES	310.03
OPERATING SUPPLIES	4,067.14
AUTOMOTIVE FUEL/OIL	21,031.58
EQUIPMENT	99.94

GENERAL FUND

01

METER DIVISION 108.95
FIRE DEPARTMENT

SALARIES - REGULAR 344,323.90
SALARIES - OVERTIME 17,800.83
HOSPITAL INSURANCE 51,735.20
MAINTENANCE SERVICE - EQUIPMENT 5,220.26
MAINTENANCE SERVICE - VEHICLES 6,356.72
OTHER PROFESSIONAL SERVICES 359.00
TELEPHONE 668.75
TRAVEL EXPENSE 20.00
TRAINING EXPENSE 12,953.35
RENTALS 380.77
MAINT/SUPPLIES EQUIPMENT 297.17
MAINTENANCE SUPPLIES - VEHICLE 187.03
OFFICE SUPPLIES 253.62
OPERATING SUPPLIES 1,094.15
JANITORIAL SUPPLIES 887.72
AUTOMOTIVE FUEL/OIL 2,724.11
EQUIPMENT 343.90

STREETS

SALARIES - REGULAR 73,899.66
SALARIES - PART TIME 8,700.00
SALARIES - OVERTIME 2,971.74
HEALTH INSURANCE 14,259.88
UNEMPLOYMENT INSURANCE 499.49
MAINTENANCE SERVICE - EQUIPMENT 3,678.55
MAINTENANCE SERVICE - VEHICLES 450.00
MAINTENANCE SERVICE - STREETS 3,587.50
OTHER PROFESSIONAL SERVICES 207.79
TELEPHONE 728.14
RENTALS 3,230.90
MAINTENANCE SUPPLIES- EQUIPMENT 828.96
MAINTENANCE SUPPLIES - VEHICLES 689.59
MAINTENANCE SUPPLIES - STREETS 3,062.90
MAINTENANCE SUPPLIES-TRAFFIC CON 8,155.37
OFFICE SUPPLIES 55.58
OPERATING SUPPLIES 350.15
JANITORIAL SUPPLIES 102.04
AUTOMOTIVE FUEL/OIL 6,342.25

PARKS DEPARTMENT

SALARIES - REGULAR 20,736.39
SALARIES - PART TIME 9,178.77
SALARIES - OVERTIME 317.95
HOSPITAL INSURANCE 4,190.53
MAINTENANCE SERVICE - EQUIPMENT 1,023.84
MAINTENANCE SERVICE - VEHICLES 1,249.30
MAINTENANCE SERVICE - GROUNDS 2,790.00
MAINTENANCE SERVICE - OTHER 587.25
OTHER PROFESSIONAL SERVICES 78.00
TELEPHONE 975.80
TRAINING 60.00
UTILITIES 14,556.31
RENTALS 851.86
MAINT/SUPPLIES EQUIPMENT 944.16

GENERAL FUND

01

MAINT/SUPPLIES VEHICLES	592.11
MAINTENANCE SUPPLIES - GROUNDS	1,886.75
MAINTENANCE SUPPLIES - OTHER	262.77
OPERATING SUPPLIES	1,115.61
JANITORIAL SUPPLIES	98.46
AUTOMOTIVE FUEL/OIL	3,622.84
EQUIPMENT	15,692.60

CEMETERY DEPARTMENT

SALARIES - REGULAR	11,795.84
SALARIES - PART TIME	3,730.00
SALARIES - OVERTIME	481.56
HOSPITAL INSURANCE	1,864.76
MAINTENANCE SERVICE - EQUIPMENT	15.00
OTHER PROFESSIONAL SERVICES	90.00
TELEPHONE	154.86
MAINTENANCE SUPPLIES - EQUIPMENT	82.40
OPERATING SUPPLIES	115.54
JANITORIAL SUPPLIES	45.95
AUTOMOTIVE FUEL/OIL	2,187.84

HEALTH & SANITATION

SALARIES - REGULAR	60,022.76
SALARIES - PART TIME	176.00
SALARIES - OVERTIME	5,508.94
HOSPITAL INSURANCE	9,969.49
MAINTENANCE SERVICE - BUILDING	308.00
MAINTENANCE SERVICE - VEHICLES	12,687.74
OTHER PROFESSIONAL SERVICES	9,242.00
TELEPHONE	477.13
LANDFILL FEES	46,657.89
FEES & PERMITS	714.60
MAINTENANCE SUPPLIES - VEHICLE	9,276.28
OFFICE SUPPLIES	125.00
OPERATING SUPPLIES	1,803.83
AUTOMOTIVE FUEL/OIL	24,072.64

POLICE & FIRE COMM.
LEGAL DEPARTMENT

SALARIES - REGULAR	12,935.24
HOSPITAL INSURANCE	5.75
OTHER PROFESSIONAL SERVICES	198.50
PUBLICATIONS	338.99

HEALTH & HOUSING

SALARIES - REGULAR	40,123.50
SALARIES - PART TIME	8,614.36
HOSPITAL INSURANCE	7,061.23
MAINTENANCE SERVICE - VEHICLES	1,574.11
OTHER PROFESSIONAL SERVICES	1,510.52
POSTAGE	2,000.00
TELEPHONE	389.20
PRINTING	418.00
DUES	5,352.00
TRAVEL EXPENSE	334.23
FEES & PERMITS	146.25
RENTAL	139.00

GENERAL FUND 01

OFFICE SUPPLIES	742.83
AUTOMOTIVE FUEL/OIL	1,701.46
PLANNING & ECONOMIC DEVELOPMENT	
SALARIES - REGULAR	16,119.80
HOSPITAL INSURANCE	2,537.85
OTHER PROFESSIONAL SERVICES	120.00
TELEPHONE	51.97
PUBLISHING	109.74
DUES	329.20
TRAVEL EXPENSE	100.32
TRAINING	180.00
OPERATING SUPPLIES	66.45
MAYOR	
SALARIES - REGULAR	12,539.94
HOSPITAL INSURANCE	2,284.70
TELEPHONE	17.49
TRAVEL EXPENSE	323.92
OFFICE SUPPLIES	85.92
AUTOMOTIVE FUEL/OIL	214.34
FINANCE	
SALARIES - REGULAR	11,897.96
HOSPITAL INSURANCE	1,803.95
OFFICE SUPPLIES	27.24
HUMAN RESOURCES/COMMUNITY DEV	
SALARIES - REGULAR	10,459.08
HOSPITAL INSURANCE	973.28
PUBLISHING	756.50
RENTALS	211.31
OFFICE SUPPLIES	51.87
CLERKS	
SALARIES - REGULAR	18,065.12
HOSPITAL INSURANCE	3,026.54
DUES	210.00
OFFICE SUPPLIES	13.59
TREASURER	
SALARIES - REGULAR	8,423.64
HOSPITAL INSURANCE	2,544.35
POSTAGE	34.22-
OFFICE SUPPLIES	34.22
MAINTENANCE	
SALARIES - REGULAR	32,409.08
SALARIES - OVER TIME	953.91
HOSPITAL INSURANCE	6,462.89
MAINTENANCE SERVICE - BUILDING	2,285.41
MAINTENANCE SERVICE - POLICE	50.00
MAINTENANCE SERVICE - FIRE	189.50
MAINTENANCE SERVICE - WEST END	31.96
MAINTENANCE SERVICE - HOUSING	49.20
MAINTENANCE SERVICE - VEHICLES	24.80-
TELEPHONE	305.23

PERIOD: SEP 2014
SYS DATE 110614 [GCT]

CITY OF BELLEVILLE
TREASURER'S REPORT

SYS TIME 14:00

GENERAL FUND

01

RENTAL 13.00
JANITORIAL SUPPLIES 955.28
AUTOMOTIVE FUEL/OIL 800.76
ENGINEERING

SALARIES - REGULAR 12,252.98
SALARIES - PART TIME 3,957.25
HOSPITAL INSURANCE 1,586.63
TELEPHONE 88.90
RENTALS 156.00
OPERATING SUPPLIES 168.35
AUTOMOTIVE FUEL/OIL 321.19

\$ 1,987,083.63

TOTAL DISBURSEMENTS

\$ 1,987,083.63

OTHER FINANCING SOURCES & USES

DUE FROM OTHER FUNDS \$ 359,637.81
DUE TO 06 PAYROLL 465.29-

\$ 359,172.52

TOTAL OTHER FIN. SOURCES & USES

\$ 359,172.52

CASH

CASH IN BANK \$ 2,065,202.95
CASH IN BANK-CONTINENTAL MAGNA 0.00
CASH IN BANK-RICHLAND CREEK FLOO 26,115.19
CASH IN BANK-EPAY 6,877.36
CASH IN BANK-IKE GRANT/WAGNER 0.00
PETTY CASH 1,425.00
HISTORICAL PRESERVATION-SAVINGS 3,065.96
INVESTMENTS 1,083,417.48

\$ 3,186,103.94

CASH ON DEPOSIT, SEPTEMBER 30, 2014

\$ 3,186,103.94

SEWER OPERATION & MAINTENANCE 21

CASH

CASH IN BANK	\$ 821,889.34	
CASH IN BANK - EPAY	152,992.59	
PETTY CASH	454.43	
INVESTMENTS	<u>2,507,340.09</u>	
	\$ 3,482,676.45	
<u>CASH BALANCE, SEPTEMBER 1, 2014</u>		\$ 3,482,676.45

RECEIPTS

REVENUE

SEWER CHARGES	\$ 605,761.47	
COLLECTION - ST CLAIR TOWNSHIP	90,918.21	
SEWER LINE INSURANCE	11,001.06	
GARBAGE CHARGES	10,378.15	
LIEN FEES	254.50	
INTEREST INCOME	896.36	
MISCELLANEOUS INCOME	<u>6,823.95</u>	
	\$ 705,277.40	
<u>TOTAL RECEIPTS</u>		\$ <u>705,277.40</u>
<u>TOTAL CASH AVAILABLE</u>		\$ 4,187,953.85

DISBURSEMENTS

EXPENSES

INTERFUND OPERATING TRANSFER SEWER COLLECTION	\$ 216,751.44	
SALARIES - REGULAR	17,715.98	
HOSPITAL INSURANCE	2,668.48	
UNEMPLOYMENT INSURANCE	711.00	
SOCIAL SECURITY	1,355.26	
I.M.R.F.	1,909.43	
ACCOUNTING SERVICE	6,500.00	
DATA PROCESSING SERVICE	1,598.69	
OTHER PROFESSIONAL SERVICES	17,522.12	
POSTAGE	3,686.08	
ST CLAIR TOWNSHIP SEWERS	54.20	
FEES & PERMITS	29.25	
FURNITURE & FIXTURES	395.00	
SEWER LINES		
SALARIES - REGULAR	29,123.62	
PAGER PAY	386.34	
HOSPITAL INSURANCE	5,192.42	
RETIRES HEALTH INSURANCE	44.35	
SOCIAL SECURITY	2,257.52	
I.M.R.F.	3,408.31	
MAINTENANCE SERVICE - EQUIPMENT	4,441.96	
MAINTENANCE SERVICE - VEHICLES	496.85	
MAINTENANCE SERVICE - SYSTEM	1,023.55	
MAINTENANCE SERVICE - SLRP	8,540.00	
TELEPHONE	72.45	
RENTAL	55.00	

SEWER OPERATION & MAINTENANCE 21

MAINTENANCE SUPPLIES - OTHER 1,263.31
 OPERATING SUPPLIES 302.63
 JANITORIAL SUPPLIES 589.24
 AUTOMOTIVE FUEL/OIL 2,853.42
 CHEMICAL SUPPLIES 2,419.00
 EQUIPMENT 103.94

SEWER PLANT

SALARIES - REGULAR 91,508.08
 SALARIES - OVERTIME 2,899.58
 PAGER PAY 1,691.69
 HOSPITAL INSURANCE 13,830.91
 RETIREES HEALTH INSURANCE 3.03-
 UNEMPLOYMENT INSURANCE 7,966.00
 SOCIAL SECURITY 7,351.60
 I.M.R.F. 11,624.94
 MAINTENANCE SERVICE - BUILDING 447.58
 MAINTENANCE SERVICE - EQUIPMENT 9,570.25
 MAINTENANCE SERVICE - VEHICLES 1,230.19
 MAINTENANCE SERVICE-GROUNDS 119.27
 OTHER PROFESSIONAL SERVICE 1,855.37
 TELEPHONE 2,460.50
 TRAVEL EXPENSE 8.99
 UTILITIES 36,819.29
 SLUDGE REMOVAL 8,250.00
 RENTAL 126.00
 MAINTENANCE SUPPLIES - EQUIP. 1,657.26
 MAINTENANCE SUPPLIES - GROUNDS 94.99
 MAINTENANCE SUPPLIES - OTHER 334.89
 OFFICE SUPPLIES 201.79
 OPERATING SUPPLIES 879.58
 JANITORIAL SUPPLIES 1,059.09
 AUTOMOTIVE FUEL/OIL 2,019.21
 CHEMICAL SUPPLIES 5,681.01
 EQUIPMENT 4,522.50

TOTAL DISBURSEMENTS \$ 547,678.37 \$ 547,678.37

OTHER FINANCING SOURCES & USES

ACCOUNTS RECEIVABLE \$ 28,853.16
 ACCT. REC. SEWER LINE INS 507.43-
 DUE TO OTHER FUND 17,973.05-
 \$ 10,372.68

TOTAL OTHER FIN. SOURCES & USES \$ 10,372.68 \$ 10,372.68

CASH

CASH IN BANK \$ 989,003.20
 CASH IN BANK - EPAY 153,037.07
 PETTY CASH 454.43
 INVESTMENTS 2,508,153.46
 \$ 3,650,648.16

CASH ON DEPOSIT, SEPTEMBER 30, 2014 \$ 3,650,648.16 \$ 3,650,648.16

CASH RECEIPTS
FISCAL YEAR 2014-2015

	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	JANUARY	FEBRUARY	MARCH	APRIL	CUMULATIVE TOTAL
NONCONFORMING USE													\$ -
HOUSING PENALTY FEE													\$ -
MISC. COIN													\$ -
GAS & BOILER FEES	\$ 165.00	\$ 90.00	\$ 150.00	\$ 80.00	\$ 230.00	\$ 135.00							\$ 850.00
PLUMBING FEES	\$ 497.00	\$ 135.00	\$ 274.00	\$ 176.00	\$ 272.00	\$ 83.00							\$ 1,437.00
ELECTRICAL FEES	\$ 2,160.00	\$ 2,260.00	\$ 2,005.00	\$ 1,875.00	\$ 2,555.00	\$ 1,690.00							\$ 12,535.00
ELECTRICAL LICENSE FEES	\$ 750.00		\$ 50.00	\$ 50.00		\$ 50.00							\$ 900.00
ELECTRICAL TESTING FEES				\$ 100.00									\$ 100.00
BUILDING PERMITS	\$ 555.00	\$ 801.00	\$ 4,391.00	\$ 785.00	\$ 645.00	\$ 622.00							\$ 7,799.00
DEMOLITION PERMITS		\$ 300.00		\$ 100.00	\$ 300.00	\$ 150.00							\$ 850.00
HOME OCCUPATION PERMITS		\$ 200.00	\$ 200.00		\$ 150.00	\$ 50.00							\$ 600.00
SIGN PERMITS	\$ 154.00	\$ 380.50	\$ 175.00	\$ 263.50	\$ 136.00	\$ 91.26							\$ 1,200.26
CODE BOOKS													\$ -
BOCA CODE BOOK													\$ -
CRIME FREE HOUSING	\$ 875.00	\$ 1,375.00	\$ 1,625.00	\$ 600.00	\$ 12,300.00	\$ 91,325.00							\$ 108,100.00
ZONING CERTIFICATE													\$ -
AERATION INSPECTION FEES													\$ -
OCCUPANCY PERMITS	\$ 10,250.00	\$ 13,000.00	\$ 12,550.00	\$ 14,000.00	\$ 13,150.00	\$ 12,450.00							\$ 75,400.00
HOUSING INSPECTIONS	\$ 12,540.00	\$ 15,000.00	\$ 15,830.00	\$ 15,590.00	\$ 15,180.00	\$ 15,000.00							\$ 89,140.00
EXCAVATION PERMIT	\$ 20.00	\$ 235.00	\$ 440.00	\$ 25.00	\$ 145.00	\$ 500.00							\$ 1,365.00
COMBINATION PERMITS	\$ 12,721.00	\$ 17,520.00	\$ 3,878.00	\$ 6,549.00	\$ 19,874.00	\$ 2,460.00							\$ 63,002.00
DUMPSTER PERMIT	\$ 50.00	\$ 100.00	\$ 100.00	\$ 50.00	\$ 50.00	\$ 50.00							\$ 400.00
REFUSE CONTAINER FEE	\$ 350.00	\$ 350.00	\$ 950.00	\$ 400.00	\$ 400.00	\$ 300.00							\$ 2,750.00
LARGE ITEM PICKUP FEE	\$ 2,440.00	\$ 2,795.00	\$ 3,070.00	\$ 1,740.00	\$ 2,280.00	\$ 2,525.00							\$ 14,850.00
SEWER TAP-IN FEES	\$ 26,175.00	\$ 73,575.00	\$ 20,475.00	\$ 14,250.00	\$ 62,830.00	\$ 6,900.00							\$ 204,205.00
SEWER TAP-IN INSPECTION	\$ 1,150.00	\$ 3,090.00	\$ 950.00	\$ 3,300.00	\$ 1,340.00	\$ 400.00							\$ 10,230.00
TOTAL COLLECTED	\$ 70,852.00	\$ 131,206.50	\$ 67,113.00	\$ 59,933.50	\$ 131,837.00	\$ 134,771.26	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 595,713.26



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

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 29th 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 29th 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 29th Street west of Main Street. The 29th 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 29th 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 29th 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 29th 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 29th and Otto Street to accommodate the turning movements of larger trucks. In addition, the CLIENT intends to reconstruct thicker pavement along Otto Street from 29th 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 29th Street and Big Oak Lane
- 400 LF sewer separation along 29th Street from Big Oak Lane to Otto Street
- 700 LF Otto Street Pavement Reconstruction
- 29th and Otto Street Intersection Pavement and Geometry Improvements
- Temporary Improvements to the intersection of Mary Irene Street and 29th Street to accommodate temporary truck traffic during the reconstruction of Otto Street

Phase 2 – Sewer Separation

- 1,200 LF sewer separation along 29th Street from Otto Street to Fredericka Street including restoration of the intersection of Mary Irene Street and 29th Street to discourage future truck traffic
- 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 29th 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 29th 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
TOTAL:		\$159,079.00

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 29th 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 Illinois 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 and 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

INDEPENDENT CONTRACTOR AGREEMENT

This Independent-Contractor Consulting Agreement (Agreement) is made effective on this 18th day of November, 2014, by and between **City of Belleville, Illinois ("City")** and **John Graham ("Consultant")**.

RECITALS

WHEREAS, Consultant is qualified to provide consulting services to City in connection with its laboratory testing within the City Wastewater Treatment Department;

WHEREAS, City desires to retain the consulting services of Consultant in connection with the City's laboratory testing within its Wastewater Treatment Department;

WHEREAS, Consultant desires to provide consulting services to City in connection with the City's laboratory testing within its Wastewater Treatment Department;

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements and covenants hereinafter set forth and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

SECTION 1: Duties and Responsibilities; Confidentiality

1.1 City contracts with Consultant to render consulting services in connection with City's laboratory testing within its Wastewater Treatment Department, as directed by the City Director of Wastewater Treatment Plant and Sewer Lines, and any such other functions and performance objectives as directed by action of the City Council.

Consultant shall report directly to the City Director of Wastewater Treatment Plant and Sewer Lines.

1.2 City shall provide and maintain such facilities, equipment, supplies and personnel as the City deems necessary for Consultant to render consulting services under this Agreement. City shall further provide Consultant with access to such technical information, data, records, and/or other documents as necessary to conduct the functions and performance objectives directed by the City Council. All such information, data, records and/or other documents are deemed confidential and shall be maintained by City. Consultant shall not, without the express written consent of City, disclose directly or indirectly any confidential information for the benefit of anyone other than City. All documents/files concerning the management audit shall belong to and remain the exclusive property of City. All documents/files concerning the consulting services performed under this Agreement shall belong to and remain the exclusive property of City.

1.3 Consultant shall have no right or authority, either express or implied, to assume or create, on behalf of City, any obligation or responsibility of any kind or nature.

SECTION 2: Compensation

2.1 As sole compensation for consulting services performed under this Agreement, City Consultant shall be paid Thirty Dollars (\$30.00) per hour not to exceed 600 hours per calendar year.

2.2 Consultant shall pay all of his costs/expenses associated with the services performed under this Agreement, unless reimbursement is approved in writing by action of the City Council.

SECTION 3: Term and Termination

3.1 This Agreement shall be effective as of November 18, 2014 and shall remain in effect until April 30, 2015 unless terminated sooner as provided herein.

3.2 This Agreement may be terminated without cause by either party upon thirty (30) days prior written notice to the other party, and such termination shall relieve the parties from any further obligations hereunder effective as of the termination date.

SECTION 4: Independent Contractor

4.1 It is understood and agreed that City is not employing Consultant. Consultant shall not be considered at any time to be an employee or servant of City, nor shall the relationship be one to which the doctrine of "respondent superior" applies. Consultant shall be an independent contractor in all respects and Consultant shall not have any claim for health/life insurance, vacation, sick leave, retirement, social security, worker's compensation, disability or unemployment benefits or other employee-type benefits of any kind. Consultant shall report his earnings hereunder for all federal, state and local tax purposes, as received in his capacity as an independent contractor. City will also file and issue Forms 1099 to Consultant for all compensation paid to Consultant pursuant to this Agreement. Because Consultant is an independent contractor, neither federal, state or local income tax nor any other type of payroll deduction, including but not limited to FICA, FUTA, workers compensation and unemployment tax, shall be withheld or paid by City on Consultant's behalf.

SECTION 5: Miscellaneous

5.1 Strict Compliance - No failure by either party to insist upon the strict performance of any covenant, term or condition of this Agreement, or to exercise any right or remedy upon a breach thereof, shall constitute a waiver of any such breach or any subsequent breach of such covenant, term or condition. No waiver of any breach shall affect or alter this Agreement, but each and every covenant, term and condition of this Agreement shall continue in full force and effect.

5.2 Notice - All notices, requests, approvals, demands and other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been

duly given and to be effective when delivered personally (including delivery by express or courier service) or, if mailed, three (3) business days after being deposited in the United States mail as registered or certified matter, postage prepaid, return receipt requested, addressed as follows or to such other address as either party may designate by notice to the other party in accordance with this Article:

If to City:

Royce Carlisle
Director of Wastewater Treatment Plant and Sewer Lines
City of Belleville
450 Environmental Drive
Belleville, Illinois 62220

If to Consultant:

John Graham
403 Four Seasons Drive
Belleville IL 62220

5.3 Counterparts - This Agreement may be executed in several counterparts, each of which shall be an original, but all of which shall constitute but one and the same instrument.

5.4 Amendments - Neither this Agreement nor any term or provision hereof may be changed, waived, discharged or terminated, except by an instrument in writing signed by both of the parties hereto.

5.5 Captions - The captions to this Agreement are for convenience of reference only and in no way define or limit the scope or intent of this Agreement.

5.6 Assignment - This Agreement may not be assigned by Consultant without the written consent of Facility.

5.7 Controlling Law - This Agreement shall be interpreted and construed in accordance with the laws of the State of Illinois.

5.8 Severability - If, for any reason, any clause or provision of this Agreement, or the application of any clause to a particular context or to a particular situation, circumstance or person, should be held unenforceable, invalid or in violation of law by any court or other tribunal, the application of such clause or provision in other contexts or to other situations, circumstances or persons shall not be affected thereby, and the remaining clauses and provisions hereof shall remain in full force and effect.

5.9 Successors and Assigns - This Agreement shall inure to the benefit of and be binding upon the parties hereto, and their respective heirs, executors, administrators, successors and permitted assigns.

5.10 Entire Agreement - This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and any and all prior correspondence, conversations or memoranda are merged herein.

IN WITNESS WHEREOF, City and Consultant have caused this Agreement to be executed as of the date first written.

ATTEST:

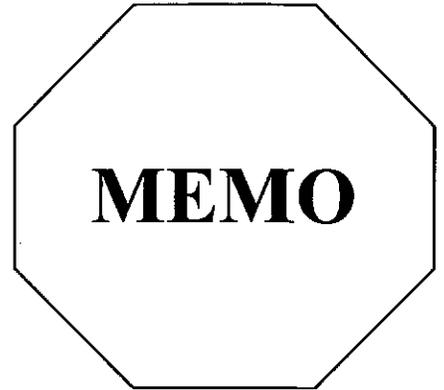
CITY OF BELLEVILLE, ILLINOIS

Dallas B. Cook
Clerk

By: _____
Mark W. Eckert
Mayor

CONSULTANT

By: _____
John Graham



To: Dallas Cook, City Clerk

From: Carol Winter CPS, Street Dept.

Date: November 12, 2014

Re: Motions for the November 17, 2014 City Council Meeting

Belleville Street Dept.



On behalf of the Traffic Committee, Alderman White will make the following motions at the November 17, 2014 City Council meeting,

1. Create a 4-way stop intersection at S. Charles and E. Adams
2. Delete the 2-way stop on E. Adams at S. Charles
3. Create a 4-way stop intersection at N. Church and Arthur
4. Delete the 2-way stop on Arthur at N. Church

/cw

**TRAFFIC COMMITTEE
REGULAR MEETING
TUESDAY, SEPTEMBER 9, 2014
8:00 a.m. 2nd Floor – City Hall**

MEMBERS:

Alderman Bob White, Chairman	Present
Alderman Mike Heisler	Present
Alderman Joe Hayden	Present
Alderman Joe Orlet	Absent
Alderman Jim Davidson	Present

STAFF SUPPORT:

Tim Gregowicz, City Engineer	Present
Lt. Col. Jim Spargur, Police Dept.	Present
Carol Winter - Recording Secretary	Present

GUESTS: James Musgrove – Alderman Ward 8, Michael Hagberg, Dr. Angela Wingo – Lindenwood University, Dean Hardt – City Treasurer, Honorable Mark Eckert – Mayor

Alderman White called the meeting to order at 8:00 am.

Alderman Davidson made a motion seconded by Alderman Hayden to approve the minutes of August 12, 2014, with corrections as noted by Alderman Davidson. All members present voted aye. Motion carried.

PUBLIC PARTICIPATION: Michael Hagberg had pictures of the crosswalk at the Bread Company and said the big planters obstruct site, people must step out to see oncoming traffic. He suggested moving the planters to the other side of crosswalk; and a simple solution for the crosswalk sign is placing a crosswalk yield sign on each side of road. Alderman Hayden said a motion was made to put up larger signs and wider stripes at the crosswalk.

OLD BUSINESS:

E1: Serenity Chapel: Alderman White passed around a letter from Emily. Since the ordinance went into effect in 1965 (modified in 1975) the opinion of the City: it has been an operational funeral home since at least 1940's, and in Emily's opinion and she talked to Brian Flynn, that this is an example of a legal non-conforming use. Having heard that, and hearing from the Fire Chief, and from Police, the only suggestion we've had is that if the funeral is blocking the roads, the individuals need to call the Police Department that it would be a valid ticket. Mayor Eckert asked if anyone had gone out and talked to the funeral home. He suggested that we need to talk to Serenity and see if they can't monitor some of this and ease some of these concerns with their own staff, reminding people not to block driveways. Discussion ensued. Alderman White said he would go talk with them and explain the situation. Alderman Hayden said the motion at last month's meeting was the City communicate with them and invite them to this meeting. White said he would do that and requested Police let them know they could be ticketed. Alderman Davidson said many have their staff out directing traffic; Mayor feels that's what really needs to happen. Possibly they could put up a small sign that says not to block driveways or improperly park. They need to help us and feels we do need to go out and talk to them. Alderman White, Alderman Musgrove, and a representative from the Police Department could all go. White will try to do this next week. Alderman Hayden made a motion to postpone to next meeting with the action proposed. Alderman Heisler seconded. All members present voted aye.

E.2: 3-way stop request – W. “A” and N. 33rd St: Tim explained the traffic count as 160 cars on N. 33rd St., 127 on W. “A” Street that amounts to less than 6 cars an hour. That doesn’t demand a 3-way stop and he wouldn’t recommend it. Alderman Heisler asked if there was a visibility issue with shrubbery. That was not the way it was presented. Alderman Hayden stated that what Engineer is telling us is it doesn’t meet the Uniform Traffic Code. Mayor Eckert said he hesitates putting up a stop until all are on board with a stop. If they feel that strongly, they should come here and state it. Discussion ensued. Tim said the Traffic Committee set up a precedent to bring a petition with the issue to the Traffic Committee and presenting it. Alderman White said Alderman Rujawitz did bring him a petition signed by the people there, stating there are children playing in this area and 33rd Street is highly traveled and many times at a high rate of speed, and due to lack of a stop sign there have been accidents and near accidents at this intersection. Hayden said high rate of speed is an enforcement issue. Mayor Eckert said if they signed a petition asking for a 3-way stop, they are the ones that will have to stop every day, and he has no issue with that, but once again, the traffic numbers really do not warrant a major problem there. Alderman Davidson asked Lt. Col. Spargur about accidents. Alderman White said at the last meeting we agreed, that in order to put up a sign, we would like to hear some information from the alderman, as well as a study, and we need to add police accident reports to it. We definitely need input from the ward aldermen, in person or in writing, before we take these actions. Alderman Davidson asked if the Chief could find any statistics as far as accidents are concerned, we don’t want to go into it blind. Alderman Davidson made a motion to postpone for more information, Alderman Heisler seconded, all members present voted aye.

E3: 4-way stop request – S. Church & E. Adams: Tim explained the study. There is a stop at Adams. What he found were cars going at a high rate of speed. Northbound traffic, on S. Church, seems to be going the fastest, with 500 cars north and 450 cars south of Church/Adams intersection. The 400 block north of the intersection with Adams had over 30% exceeding the speed limit in the northbound lane; 400 block north of the intersection had over 23% exceeding speed limit in the southbound lane. The 400 block is the worst section in regards to speeding. Mayor Eckert said visibility is poor, and there are many children. It may not hurt to put one there. Alderman White stated, in his opinion, this could be a valid request. Tim said night time is the high rate of speed. Spargur asked if he was reading chart right ... 9 cars were going over 75? Discussion ensued regarding the poor condition of street and the heavy parking. Davidson asked if we heard anything from other residents? White spoke with 6 and all were for it, and for the record, he feels it’s a good idea. Heisler clarified this is a 2-way stop on Adams. White said we want a petition as is policy. Hayden asked Spargur to check traffic reports and maybe run some radar there. Alderman Hayden made a motion to postpone for further information and to meet all our standards & policies. Alderman Davidson asked Spargur if he could extend to more on Church to encompass a greater scope of area, maybe there are other problems on Church we’re not aware of. Hayden stated the traffic manual clearly states, and we are bound by it, we cannot use stops to control speed, and we need to be cautious of the language we use to justify a stop. Tim stated the 400 block of S. Church is the worst which shows 29 cars going over 70 mph. But one thing he clarified the counters go off of magnetic fields and cars break that. Sometimes if the counters are put under a power line, the power line could mess with that counter and that could skew the numbers. He does not know where the counters were placed; he will re-set them for another study. Alderman Heisler seconded the motion to postpone. All members present voted aye.

E4: Pedestrian safety options at W. Main & 23rd St: Alderman White said some of us did a little extra work on that and we think we can solve it a little with less money by putting in a regular traffic light there at 23rd and W. Main which would give pedestrians a clear shot going across the highway. We also have the state lab and most parking lots for Lindenwood University have access to 23rd St and it would give better egress & ingress into L.U. campus as well as State Police Lab. Tim said this started in Streets & grades and has been his recommendation from the beginning that this whole area needs a study. The intersection design study looks up to 11 different warrants to see if it’s needed. Just to pick something without knowing if it’s warranted would not be his recommendation. The warrants look at the volume of traffic, pedestrian volume, the accidents, different

hourly volumes, peak hours, school crossings, and takes into account if there are railroad crossings nearby. This takes in those elements – you study the area. Alderman Hayden said he understands that and he concurs with what Tim is saying. Question becomes, there's a multiple of errors in the city. We just had two stop sign issues we talked about. What triggers the study at \$30,000? If we do that, we're going to be doing a lot of studies. Tim said the study is going to look at the geometrics of that intersection. Does that intersection need to be widened, does it need to be opened up, it looks at site distances. Hayden asked why wouldn't we do that at W. "A", and at S. Church and Adams? His question is what triggers the necessity of such a massive study here. Tim said just look at what is going on here, dorms, the crime lab, more dorms being built, pedestrian traffic. We talked about why we didn't do this for Belleville West – Belleville West didn't have dorms on the other side of W. Main and up and down W. Main with the houses. There are a lot of students at that intersection. Hayden is not disputing that, he's trying to see what's bringing the need for this massive study. If the concern is getting pedestrians across the street, I will concur with what Davidson said at last meeting – it should be the adults telling the kids/young adults. If the concern is pedestrians crossing, there's only one spot and it's at S. 23rd and Main. Mayor Eckert said in answer to the question "what prompts the study?" We are going towards, potentially, a lighted intersection we're thinking will cost the City \$100,000 to \$125,000. Difference between this and S. Church – Police do a study, we put up a 4-way stop that Street Department does, there's really no expense other than the signs. We see the constant growth at Lindenwood. Over 400 kids live across Main Street in dorms, most of "A" Street going between 21st and 23rd Street is now residential student population. We know we're going to need a light there. We discussed this when we redid 23rd St., and knew the light was coming. But before we would just put up a light, we know the growth is going to continue, or any type of fix, we need to study. We may need another lane, we may need turn arrows. He believes we need to do the study and we need to move on. This is not unnecessary, it's very timely. There may be a whole new recommendation on an intersection design. Their projections for growth in the next several years is tremendous and believes we need to get a professional engineering group to take a look at it. Tim said we also talked about students crossing wherever, not going down to 23rd St., and that's going to be encompassed in this study, and one thing traffic signals do is create breaks in the traffic mid-block. Not everybody will be crossing at 23rd, they'll be other crossings where the dorms are. Lt. Col. Spargur said the focus and discussion is on pedestrian safety with this intersection, but there is another side to this equation in regards to the intersection and that's the movement and flow of traffic. There are two things to keep in mind: One, that controlling movement involves vehicles also and thinks a study would be in order for that to make sure that entire area enables people traversing that main artery of our city be able to get through in a calm, peaceful, expedient way without compromising our pedestrian traffic; and second thing is a tendency to focus on pedestrian traffic on Main St., when there are dorms on east side of 23rd, crime lab, and dorms farther down. And to keep in mind this is a university setting, not a high school setting where everything's moving at one time. Different people have different schedules. Alderman Heisler concurred with Spargur and stated when he was trying to get out off of 23rd there was a lot of cross traffic. You have the activity at night also with out of town traffic coming in. Davidson asked if this study would encompass 23rd St? Many times he would go to Rt. 13, & imagines others will do the same even with a light there to avoid Main St, would this study foresee that or include that kind of alternative route when we start slowing up traffic on W. Main? Tim said the study will go down to the girls dorm too. There's a lot of traffic on Washington, down to tennis courts, it's going to encompass that whole area. Hayden asked Dr. Wingo that at last meeting mentioned you've had some conversations with the Mayor's office, the study has four hours of discussion with Lindenwood. What is the university's concern? Wingo said their primary concern is student safety. This year alone there are 1000 residential students that all live across the street, either Main or 23rd. What is there now is not working; the students are crossing wherever they can get a break, traffic is ignoring the flashing yellow, and in her opinion, students are in danger and we need something that is going to stop the traffic. Hayden asked Wingo what she envisions, instead of the blinking crosswalk there now? Wingo said an element that will physically stop traffic which in her perspective is a light. Something is definitely needed on 23rd Street as well. There is a blind student that lives in the old hotel and she has to have an escort because there is no crosswalk that physically stops traffic

for her to get across 23rd Street. So, technically, ADA requirements could be a potential concern. Hayden asked in her opinions what percentage of students are trying to use the designated crosswalk points, at the circle drive and at 23rd. Wingo said, typically, students living in the apartments over by the Circle K and duplexes across from the circle drive tend to use the one at the circle drive. "A" Street and Main Street houses will walk down to 23rd to cross. Hayden said the growth there is excellent and again, we certainly want to protect all students, all residents, we also want to look at the cost as a major factor in any decision we make and looking at this it could be very conceivable that the large portion of this study is going to assist or enhance Lindenwood. As we get into this potential major cost, would the university consider assisting in some of these costs as we get into a massive cost in relation to a traffic signal? Wingo said she can't answer that but she could certainly look into that.

Discussion ensued. Alderman Davidson made a motion to accept the design study for 23rd Street, Alderman Heisler seconded the motion. Alderman Hayden, point of order on a couple of things, he had, for the Mayor, a paper signed by the President of Khoury League in relation to the sewer easements the city needs down 411 W. Monroe. He is on the Board of Directors, though he does not receive any financial interest, he abstained at Master Sewer, and will abstain at the City Council meeting, and he abstained at Police and Fire, Finance and Khoury League, to make sure this got done. He would like to point out, for the record, that Mr. Davidson is making a motion, but thinks he has a conflict of interest. Davidson asked why. Hayden said he is on City Council and he worked for Lindenwood, correct? Davidson replied he hasn't worked for Lindenwood for a year.

Discussion. Chairman White said we're going back and forth and we're discussing the same things, and thinks Hayden should have his say and then bring it to a vote, he has one thing to add to it after Hayden. Hayden said it's spending taxpayer dollars right. He never questioned that they haven't done good things for the City, but if the study is going to primarily benefit Lindenwood, then they should have a stake in it. We give them \$150,000 a year, and we fixed those tennis courts. He is trying to establish to this committee a point of precedent.

Discussion. Hayden said his point is it seems logical to him that the place needs to have a traffic light, pedestrian crosswalk, at 23rd, and his point is that's where we should focus our study. And if we're going to study the area, and he doesn't want to add cost to it, but it should really involve all the way down to the grade school down the road that we're not even looking at, and the only place the kids have to cross is at a stop light at 28th and W. Main. Alderman White said he agrees with some of the things Hayden said. Points are taken. He had a few comments. He sent everyone a packet on a special meeting and expressed the way he felt about it. To sum it up, we've done a lot of work, and don't get him wrong – he loves Lindenwood and they've done a great job for this city, as the Mayor said the entire middle area which was blighted. His concern is, what he perceives, doing the right thing at the right price. We've done several things to try to improve Lindenwood's safety, lower speed limit, put in the crossing signs that are apparently not working, and his opinion as expressed in the information he sent out, a regular stop light there with a pedestrian crossing would be a good answer for now and the objections to that are it's a growing school, and of course it is and he understands that, he believes a traffic light there would solve the problem immediately and believes Dr. Wingo was trying to express that with concerns and Police Department's concern with traffic flow, he understands that. But his idea would have been to approve the traffic light and as we move forward to see exactly what Lindenwood is going to do if they convert some of their property into dorms, as they add more dormitories, at that time, he would be heavily in favor of a traffic study for the entire area. But right now we are in a state of flux and thinks the primary concern now is the safety of students. He believes the traffic light would address that adequately and that's the way he's going to vote. If no other discussion we call the vote. This vote is to approve the design study for 23rd and W. Main St. Roll call: Davidson – aye, Orlet – absent, Heisler – aye, Hayden – no, White – no for the reasons stated. It is a tie. Chairman White asked the Mayor who voted aye and broke the tie for affirmative. It will go back to Streets and Grades, on the 15th, then to City Council that same night.

MISCELLANEOUS:

Alderman White thinks we need to discuss the pedestrian crossing down town. Mayor Eckert suggested we go down and take a look at moving the planters and look into a sign on the ground as shown. The crosswalks have

been painted and are broader. The thing that would make a difference is to knock off a parking stall or two, but the merchants want safety, not to lose parking stalls. Alderman Hayden said it was a recommendation from this committee to have larger signs put up and asked why this was not done? Tim explained he needs to see what kind of stock we have on frames and make sure a frame is available. Hayden said last he recalled, we didn't have the appropriate brackets and we were looking into that. Tim said this sign is a 12 x 36 and he knows he doesn't have that size; he does have 12 x 18.

Chairman White said he won't be at the next meeting and would be asking someone to take it. Alderman Heisler offered to chair the next meeting.

ADJOURNMENT:

Alderman Hayden made a motion seconded by Alderman Heisler to adjourn. All members present voted aye.
(9:20am)

Carol Winter CPS
Recording Secretary

Memo

To: City Council Members
From: Mayor Mark W. Eckert/Eric Schauster, Economic Development Specialist
Date: November 12, 2014
Re: TIF Joint Review Board Annual Meetings

The City of Belleville will convene the annual meetings of the Joint Review Board for all active Tax Increment Financing (TIF) Districts for Fiscal Year 2013-2014 on Thursday, December 18, 2014 in the City Council Chambers of Belleville City Hall located at 101 South Illinois Street. The purpose of these annual meetings is to “review the effectiveness and status” of each TIF district, respectively, for the past fiscal year. Times for the respective annual meetings are as follows:

Time	TIF District
9:00	1
9:15	2
9:30	8/Downtown South
9:45	13/Drake Road
10:00	16/Route 15 Corridor
10:15	17/East Main Street
10:30	18/Scheel Street
10:45	19/Frank Scott Parkway
11:00	3
11:15	Sales Tax
11:30	10/Lower Richland Creek
11:45	12/Sherman Street
1:15	11/Industrial Jobs Recovery
1:30	9/Southwinds
1:45	4
2:00	20/Route 15-South Green Mount Road
2:15	21/Belle Valley III
2:30	14/Route 15 East
2:45	15/Carlyle-Green Mount

This particular schedule has been determined in order to minimize the number of gaps in the schedule for most of the taxing bodies and allow for the best use of time.

Copies of the State Comptroller's Reports for each TIF District are available at the Economic Development & Planning office or on the City of Belleville's website at <http://www.belleville.net/Archive.aspx?AMID=87>.

If you have any questions, please contact Eric Schauster, Economic Development Specialist/Grants Coordinator at (618) 233-6810, Ext. 1249 or eschauster@belleville.net.

GEOTECHNICAL

ENVIRONMENTAL

CONSTRUCTION
MATERIAL
TESTING

CULTURAL
RESOURCES

NATURAL
RESOURCES

September 23, 2014

Mr. Tim Gregowicz
City of Belleville
101 South Illinois Street
Belleville, Illinois 62220

RE: Geotechnical Services Proposal (Supplemental Mine)
Future Belleville Police Station
Belleville, Illinois
QTE No. 14-0554-G

Dear Mr. Gregowicz:

INTRODUCTION

As you requested, we prepared this proposal to conduct a limited subsurface exploration for the referenced project. The purpose of our study will be to explore the subsurface conditions for the presence of underground coal mines.

The project is located in Belleville, Illinois. The most current mine map from the Illinois Department of Natural Resources (IDNR) and the Illinois State Geological Survey (ISGS) has also been provided for your review (enclosed). As you will note, the site does appear to be undermined, and it is surrounded by areas known to be prevalent for mining. ISGS map disclaimers state that features could be offset by as much as 500 to 1,000 feet.

SCOPE OF SERVICES

Field Exploration

To explore actual site conditions, we propose to advance **three (3)** test borings at selected locations. Three borings are typically performed to increase the chances of hitting a void, if they are present. We propose to advance each boring to a depth of 150 feet. Test borings will be located with respect to existing topographic and site features. Test hole elevations can be interpolated from the most accurate topographic plan available when our report is issued, but we recommend the project surveyor be retained to provide more accurate locations and elevations.

Analysis and Report

Our engineering staff will analyze the results of our field exploration testing. Our findings, along with drilling logs, will be presented after drilling.

This scope is considered limited on the fact that no coring or sampling will be done of the bedrock or clay layer beneath a void if it is found. It should be considered graphical informational only.



AASHTO Accredited

CORPORATE OFFICE:
REGIONAL OFFICE:

803 WEST STATE STREET, O'FALLON, IL 62269
206 SOUTH LINN AVENUE, WENTZVILLE, MO 63385

PHONE: 618-632-9900
PHONE: 636-332-1153

FAX: 618-632-9922
FAX: 636-332-5781

WWW.QTEINC.COM

FEE AND SCHEDULE

We will perform the limited geotechnical exploration with three holes to 150 feet for the project as outlined above for a lump-sum fee of **\$18,900.00**. If only one hole is desired, we can reduce the scope fee to **\$8,200.00**. If additional drilling footage is requested from us prior to us demobilizing from the site, it will be invoiced at \$32.00/foot. We anticipate drilling the site, weather permitting, seven to ten days after receiving authorization to proceed. Verbal recommendations can be provided shortly thereafter with the final report issued two to three weeks subsequent to the completion of field work. Authorization consists of completing, signing, and returning the enclosed *Acceptance of Proposal for Professional Services* sheet.

If we are selected to perform the mine exploration for the project, additional services on our part should be anticipated following the completion of the letter report. These services might involve meetings to discuss the content and recommendations provided in the report, review of project plans and specifications to assess the application of recommendations provided, and field services during construction. Our specific involvement in these phases of the project cannot be estimated at this time. Normally, our charges would be on an hourly basis for these services, but lump-sum costs could be provided if our involvement can be specifically defined. The General Terms and Conditions the enclosed *Acceptance of Proposal for Professional Services* sheet will also apply to additional services we provide for this project.

This proposal does not include environmental services. It can be issued under separate cover. It is prudent to perform an environmental assessment prior to acquiring or developing a site to evaluate any risks of environmental impairment of the property. Please formally contact our office if environmental services are desired.

AUTHORIZATION

Please provide formal authorization for the project by completing, signing and returning the enclosed *Acceptance of Proposal for Professional Services* sheet. The sheet provides important information regarding report distribution and invoicing, and describes the General Terms and Conditions for our services. Please note that our payment terms are due "upon receipt" and that an interest charge of 1½ percent per month will be applied to unpaid balances over 30 days. Should your company's regular accounts payable process not be conducive to payment within these terms please indicate, in writing, what your payment policy is, and we will make every attempt to invoice according to your system. Unless notified otherwise, we will assume that you understand our policy and plan to pay your account within our terms.

If you have any questions or wish to revise the scope of this proposal, please call.

Respectfully submitted,

QUALITY TESTING AND ENGINEERING, INC.


Michael A. Widman, P.E.
President

MAW/hm

Enclosure

Acceptance of Proposal for Professional Services
Mine Map



ACCEPTANCE OF PROPOSAL FOR PROFESSIONAL SERVICES

Project Name: Future Belleville Police Station (Supplemental Mine)
 Project Location: Belleville, Illinois
 Project No. 14-0554-G
 Proposal Date: September 23, 2014
 Fee: Lump-Sum Fee \$18,900.00 (3 Holes) or \$8,200.00 (1 Hole) /
If additional footing is needed to reach the void, it will be invoiced at \$32.00/ft.

Submit Invoice to:

Name: _____
 Address: _____
 Attention: _____ E-Mail: _____
 Telephone No: _____ Fax: _____

Please provide names of other firms who may provide project information to us.

	Contact Person	Telephone No.
Architect	_____	_____
Structural Engineer	_____	_____
Civil Engineer/Surveyor	_____	_____

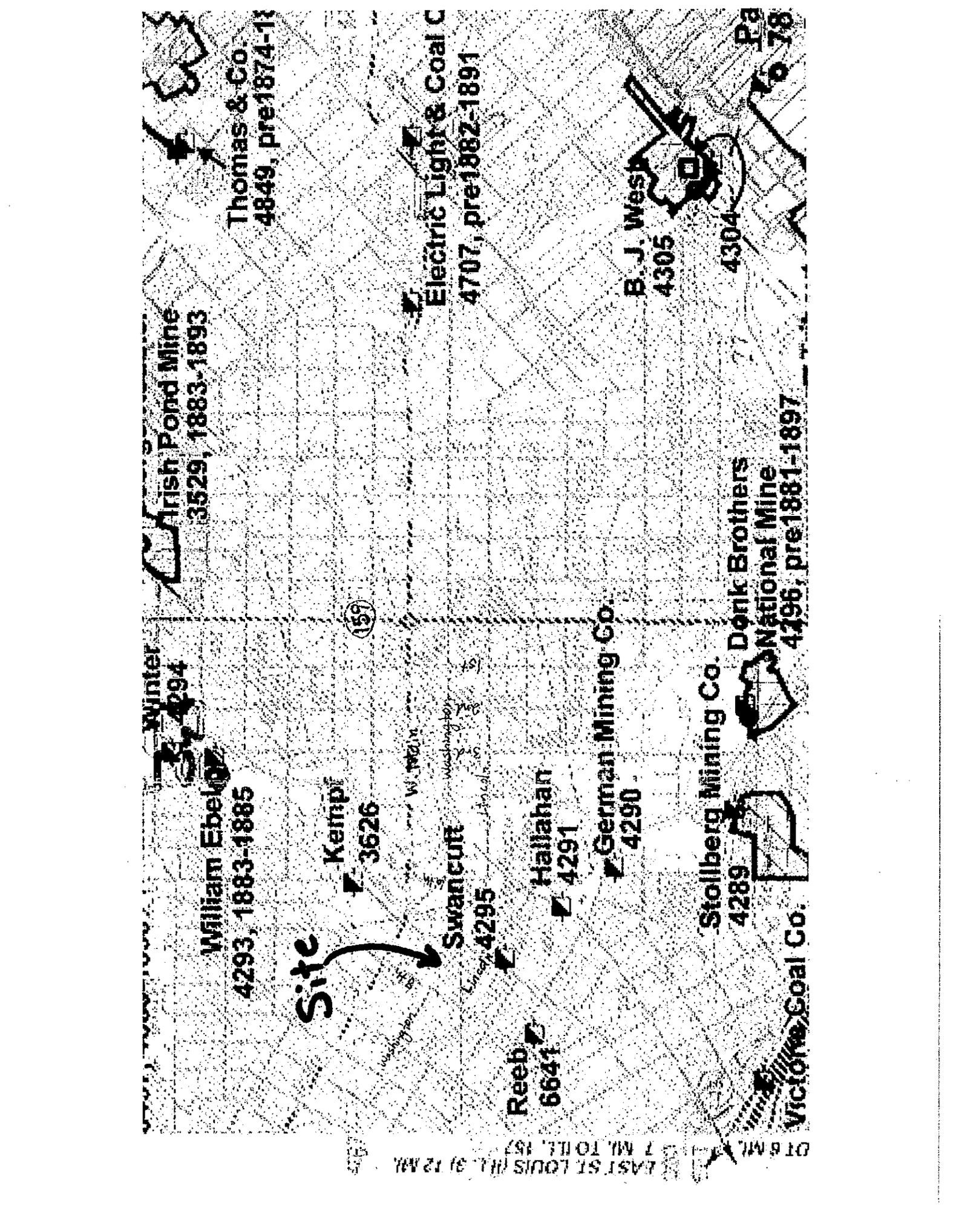
Report Distribution:

Company Name:	Address	No. Reports
_____	_____	_____
_____	_____	_____
_____	_____	_____

Terms: Net due upon receipt.
 Interest will be charged at a rate of 1½ percent per month after thirty (30) days.
 In signing this proposal, the client accepts the General Terms and Conditions printed on the reverse side.

Proposal Accepted By:

Signature: _____
 Printed Name: _____ Title: _____
 Company: _____ Date: _____



Irish Pond Mine
3529, 1883-1893

William Ebel
4293, 1883-1885

Site

Kempf
3626

Swancutt
4295

Hallahan
4291

German Mining Co.
4290

Stollberg Mining Co.
4289

Donk Brothers
National Mine
4296, pre 1881-1897

Victoria Coal Co.

Thomas & Co.
4849, pre 1874-1881

Electric Light & Coal Co.
4707, pre 1882-1891

B. J. West
4305

4304

Pa
Co 78

159

EAST ST LOUIS (PL. 3) 12 MI. 7 MI. TO ILL. 187

**DBK**
SALT SUPPLY
8372 Commercial Blvd
Pevely, MO 63070
C: 573-561-3207
P: 636-224-2412
F: 636-224-2413

November 13, 2014

City of Belleville, IL
Attn: Tim Gregowicz
407 E. Lincoln
Belleville, IL 62220
618-781-5469

RE: Bulk Sales Proposal

DBK Salt Supply hereby agrees to furnish material complete to the specifications that are mentioned below. All bagged material prices are based upon direct shipment to the above mentioned address unless agreed upon and documented accordingly by both parties.

2115 FREEBURG AVE (TWG)

Bulk Salt: \$116.75/ton delivered on an end dump truck to ~~407 E. Lincoln~~, Belleville, IL 62220. Pricing will be good thru 11-14-2014. Please call for updated pricing after initial proposal and delivery.

Bagged, Bulk, and Liquid Salt pricing DOES NOT include sales tax. If Sales Tax Exempt, please communicate at time of sale.

DBK Salt Supply sells only the highest quality in both bulk and bagged de-icing materials, therefore DBK Salt Supply assumes no responsibility that may be potentially incurred due to the damage of any utilities, landscapes, or other types of properties due to the misuse or miscalculations of applications.

Respectfully Yours,
Jeremy Weiler
DBK Salt Supply, LLC

Memorandum

DATE: NOVEMBER 12, 2014

TO: Dallas Cook, City Clerk

FROM: Jamie Maitret, Dir. of Finance

RE: Agenda

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

- **Motion to approve amendment to the Contract with PRO for the National Register Historic Review & Expansion Project.**
- **Motion to approve proposal from Sitton Construction & Energy Solutions to assist City in procuring a Construction Manager for Police Station Project.**
- **Motion to approve bid of \$104,156 from Schaefer-Meyer Seed Sod Division I, Inc. for the South Side Park Ball Field Reconstruction.**
- **Motion to approve bid of \$127,500 from Shafer Excavating for pool demolition**
- **Motion to approve hiring one additional Crime Free Housing Officer.**
- **Motion to approve the Workmen's Comp and Liability Insurance Renewal with ICRMT.**
- **Motion to approve engaging Cozen O'Connor to assist in collection of municipal utility taxes from Ameren, if needed in conjunction with the Azavar Audit.**



2653 Locust Street #201 | St. Louis, MO 63103 | 314-920-5680 | preservationresearch.com

Proposal for GIS Services

October 31, 2014

Activity #1: Support for Historic District Nomination

Preservation Research Office (PRO) is pleased to present the City of Belleville with this proposal for GIS Mapping Consulting Services related to PRO's preparation of a historic district nomination for the City of Belleville for an area tentatively called the "Courthouse Square Historic District" as well as updating the map for the existing Belleville Historic District.

Scope of Services

The contractor will complete the following deliverable products:

- Preliminary building footprint map for use during field work
- Edited building footprint map
- Draft of Courthouse Square Historic District map including parcel boundaries, building footprints, contributing and non-contributing status, date of construction and district boundary
- Final Courthouse Square Historic District map sufficient for submission of District to National Park Service

Cost

The cost of this work shall be \$2,100.00.

Activity #2: Support for Survey of Existing District

Scope of Services

The contractor shall complete the following deliverable products:

- Preliminary building footprint map for use during field work
- Edited building footprint map based on field work
- Draft of Existing National Register District map including parcel boundaries, building footprints, contributing and non-contributing status, date of construction (*per existing nomination document and survey; this cost does not include additional archival research*) and district boundary.
- Final Existing National Register District map and digital building footprint data.

Cost

The cost of this work shall be \$4,500.00.

Subcontractor for Both Activities

With approval from the City, PRO will contract with and manage RISE Community Development to fulfill these services.



SITTON[™]
CONSTRUCTION & ENERGY
SOLUTIONS

October 14, 2014

Mr. Ken Vaughn, Director of Maintenance
City of Belleville
101 South Illinois Street
Belleville, IL 62220

Re: Proposal (Revised) – CM Procurement Support
Police Headquarters

Dear Ken:

We are pleased to provide this proposal to assist the City in procuring a Construction Manager for the referenced project. Our services may include the following tasks:

- Draft CMa RFQ
- Answer questions from CMs
- Review CM proposals
- Draft interview format
- Review CM agreement
- Review Architect agreement (for compatibility with CM agreement)
- Meet with City, CM and/or Architect as needed

Excluded:

- Attend interviews
- Place advertisement(s)

A budget not-to-exceed \$10,000 will be established for our services. Our actual fee will be based on our actual time spent at the following hourly rates:

- Project Principal: \$175
- Project Manager: \$130
- Mileage: 56¢/mile

Additional project support services are available.

Proposal – CM Procurement Support
Police Headquarters
October 14, 2014

We look forward to working with you to help you add a qualified CM to your team. Thank you for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read 'D. Sitton', with a long horizontal stroke extending to the right.

Douglas D. Sitton, PE, LEED AP BD+C
President
10 Prairie View Road
Belleville, Illinois 62221

Accepted by:

Date

CITY OF BELLEVILLE

BID OPENING DATA SHEET

SUBJECT: South Side Park Ball Field Reconstruction

DATE: 10-28-14

TIME: 10:00 AM

PLACE: Conf Room

WITNESSES:

Jennifer Starns
CITY CLERK'S OFFICE

Jo Mueller
PURCHASING OFFICE

John P. Cole
DEPARTMENT HEAD'S OFFICE

OTHER _____

VENDORS PRESENT:

Adam Heese
NAME

Munie Greencare Professionals
COMPANY

David Stein
NAME

Schaefer-Meyer Seed-Sol Div
COMPANY

Curt Leveling
NAME

Level It Excavating Inc
COMPANY

NAME

COMPANY

NAME

COMPANY

NAME

COMPANY

BID OPENING NOTES:	Bid	Alternate Bid
Schaefer-Meyer	78,736.00	104,156.00
Munie -	105,288.00	112,913.00
Level It -	128,910.00	no


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

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

November 3, 2014

Finance Committee and City Council:

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

We are not utilizing a general contractor for this project. The Parks Department is handling many of the components individually instead of utilizing a general contractor. The playground and the floating fishing dock have been completed. I would like to ask the Finance Committee and the City Council to award the Ball Field reconstruction project to Schaefer-Meyer Seed Sod Division I, Inc. in the amount of \$104,156.00. This price includes a complete laser leveling, sod installation, new infield material, and an irrigation system utilizing the onsite pond.

Respectfully submitted,



Jason R. Poole

Assistant Director of Parks and Recreation

Small Town Charm ♦ Big City Appeal

CITY OF BELLEVILLE

BID OPENING DATA SHEET

SUBJECT: Pool Demolition

DATE: 11-3-14

TIME: 10:00 Am

PLACE: Conf Room

WITNESSES:

Jennifer Starnes
CITY CLERK'S OFFICE

Jo Mueller
PURCHASING OFFICE

[Signature]
DEPARTMENT HEAD'S OFFICE

[Signature]
OTHER

VENDORS PRESENT:

Scott Brennan
NAME

Hayes Contracting, Inc.
COMPANY

Ed Crech
NAME

Hanks Exc & Load INC
COMPANY

NAME

COMPANY

NAME

COMPANY

NAME

COMPANY

NAME

COMPANY

BID OPENING NOTES:

Shaffer Excavating	127,500.00	Bid Bond
Hank's	150,385.00	✓
Hayes	179,140.00	✓
S + S Excavating	38,000.00	✓



11/1/14

CRIME FREE HOUSING BUDGET

STATIONARY: CERTIFICATES- \$266.45

PRINTING: ENVELOPES- \$625.45 2013/2014 MAILINGS
ENVELOPES-\$368.90 2014/2015 MAILINGS

STAMPS: \$1549.80 2013/2014 MAILINGS
STAMPS: \$1041.60 2014/2015 MAILINGS

OFFICE SUPPLIES: \$1991.92

BOB SIGNATURE STAMP: \$22.00

TREASURES OFFICE-OVERTIMES: \$741.51
HOUSING OFFICE OVERTIME: \$2581.62
POLICE DEPT OVERTIME: \$3758.30
CINDY KILLION- \$3583.50
VERA WATKINS- \$1235.52
LATRINA HUDSON- \$1371.26
TOTAL FOR TEMP EMPLOYEES- \$6,190.28

RAISES FOR 3 SECRETARIES: \$6240.00

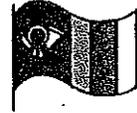
COST OF EXTRA POLICE OFFICER: \$85,543.00

POLICE VEHICLE/EQUIPMENT: \$56,407.00

TOTAL: \$167,327.83

REVENUE: \$176,430.00
EXPENSES- \$167,327.83
SURPLUS + \$9,102.17

DEPARTMENT OF SANITATION,
HOUSING AND HEALTH,
BUILDING AND ZONING



CITY OF BELLEVILLE

407 E. LINCOLN ST.
BELLEVILLE, ILLINOIS 62220

(618) 233-6817
Fax: (618) 233-8152

© 65

PROJECTED CRIME FREE HOUSING REVENUE AND EXPENSES 2014-2015

REVENUE: \$176,430.00

EXPENSES:

PRINTING/ENVELOPES/STAMPS /OFFICE SUPPLIES \$2500.

RAISES FOR 3 SECRETARIES (\$1.PER HR) \$6240.

COST OF EXTRA POLICE OFFICER \$85,543.

TOTAL \$ 94,283

REVENUE \$176,430.00

+SURPLUS 2013/2014 9,102.17

TOTAL \$185,532.17

- EXPENSES 94,283.

SURPLUS 91,249.17

-HIRING POLICE OFFICER 85,543.

ANTICIPATED SURPLUS NOVEMBER 2015 \$5,706.17

ILLINOIS COUNTIES RISK MANAGEMENT TRUST
Workers' Compensation Renewal Proposal

Named Insured: Belleville, City of
101 S. Illinois Street
Belleville, IL 62220

Program Year: 12/01/2014 - 12/01/2015
Effective Date: 12/01/2014 - 12/01/2015
Quote Number: ICRMT2014070

Workers' Compensation Limit: Statutory

Employers' Liability Limit: \$2,500,000 Each Accident and \$2,500,000 Each Employee for Disease

Self-Insured Retention: \$100,000 Each Accident

Extensions of Coverage: Volunteers

ICRMT Features and Benefits:

- Payrolls are subject to an annual audit
- Policy is only cancellable at program anniversary and after 30 days written notice is given. If required notice is not given, full estimated premium is earned, due and payable.
- All terms and conditions of membership in the Illinois Counties Risk Management Trust are set forth in the Trust by-laws. A copy of this document is available for your review.

This is not an invoice.



ILLINOIS COUNTIES RISK MANAGEMENT TRUST
Workers' Compensation Renewal Proposal

Named Insured: Belleville, City of
 101 S. Illinois Street
 Belleville, IL 62220

Program Year: 12/01/2014 - 12/01/2015
 Effective Date: 12/01/2014 - 12/01/2015
 Quote Number: ICRMT2014070

Code	Classification	Estimated Payroll	Rate	Estimated Premium
5192	Parking Meter: Installation & Service	\$0	5.9600	\$0
5506	Street & Road	\$941,868	12.8700	\$121,218
5606	Contractor - Supervisor	\$224,058	2.7300	\$6,117
7580	Sewage Disposal Plant	\$1,707,315	8.1200	\$138,634
7710	Firefighter - Paid	\$4,403,823	12.8500	\$565,891
7720	Law Enforcement	\$5,983,710	6.8300	\$408,687
8380	Auto Repair	\$54,832	6.7500	\$3,701
8601	Architect/Engineer	\$214,133	0.8700	\$1,863
8810	Clerical	\$3,789,095	0.6100	\$23,113
8820	Attorney - All Employees & Clerical	\$138,651	0.5200	\$721
8831	Animal Control	\$12,079	4.3400	\$524
8868	Teachers/College/Professional	\$218,339	0.5400	\$1,179
9015	Building Operations/Custodial/Maintenance NOC	\$346,393	9.6400	\$33,392
9101	Schools - All Other Employees	\$0	7.9700	\$0
9102	Parks	\$594,714	7.2300	\$42,998
9220	Cemetery Operations	\$168,277	6.7500	\$11,359
9403	Garbage Collection & Landfill - All Empl & Drivers	\$851,692	13.6500	\$116,256
9410	Municipal NOC	\$402,193	6.6700	\$26,826
Totals:		\$20,051,172		\$1,502,481

Gross Annual Premium		\$1,502,481
Increased Limit Multiplier	1.02	\$1,532,530
Experience Modifier	0.95	\$1,455,904
Schedule Modifier	0.35	\$509,566
Expense Modifier		\$509,566
Subtotal		\$509,566
Premium Discount	12.20%	(\$62,167)
Total Annual Premium		\$447,399



Total Pro-Rated Premium

100.00%

\$447,399

Acceptance Statement:

Please accept this as a formal confirmation that all terms and conditions of the proposed insurance program by the Illinois Counties Risk Management Trust are accepted effective 12/01/2014.

Signature of Official

Date



ILLINOIS COUNTIES RISK MANAGEMENT TRUST

Workers' Compensation Renewal Proposal

TERMS AND CONDITIONS

Named Insured: Belleville, City of
101 S. Illinois Street
Belleville, IL 62220

Program Year: 12/01/2014 - 12/01/2015
Effective Date: 12/01/2014 - 12/01/2015
Quote Number: ICRMT2014070

Terms and Conditions:

- Payrolls subject to annual audit.
- Policy is only cancellable at program anniversary and after 30 day written notice is given. If required notice is not given, full estimated premium is earned, due and payable.
- All terms and conditions of membership in the Illinois Counties Risk Management Trust are set forth in the Trust by-laws. A copy of this document is available for your review.
- The following must be received prior to binding:
 - Signed Acceptance Statement
 - Requested Payment Plan - Annual 50/50 25/6

Signature of Official

Date



ILLINOIS COUNTIES RISK MANAGEMENT TRUST
Workers' Compensation Proposal

INVOICE

Named Insured: Belleville, City of
101 S. Illinois Street
Belleville, IL 62220

Program Year: 12/01/2014 - 12/01/2015
Effective Date: 12/01/2014 - 12/01/2015
Quote Number: ICRMT2014070

Coverage Part(s)	Premium
Workers Compensation	\$447,399
Total Annual Premium:	\$447,399
Total Pro-Rated Premium	\$447,399

Premium due by 12/01/2014

Please make checks payable to:

Illinois Counties Risk Management Trust
225 Smith Road
St. Charles, IL 60174



ILLINOIS COUNTIES RISK MANAGEMENT TRUST INSURANCE PROGRAM RENEWAL PROPOSAL

Named Insured: Belleville, City of

Who Is An Insured: Belleville, City of and any person or organization to whom the Named Insured is obligated to provide insurance afforded by this Policy, because of written contract, but only for damage or injury arising out of the premises or operations of the Named Insured;

Any member of the governing body of the Named Insured, any member of boards or commissions of the Named Insured, and any elected or appointed official of the Named Insured, but only while acting within the scope or the course of duties as a member or as an official;

Your employees acting within the scope or course of their employment;

Any volunteer or unpaid worker authorized by an official of the Named Insured but only while acting within the scope or course of their duties and on behalf of the Named Insured.

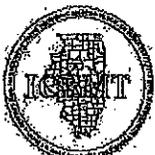
(See policy for complete wording)

Quote Number: ICRMT2014070

Program Year: Dec 01, 2014 - Dec 01, 2015 (Common Anniversary Date)

ICRMT Features and Benefits:

- Property and Casualty Policy is Non-Auditable
- Terrorism Coverage included
- The ICRMT Trust Agreement contains a Resolution by the Executive Board making the program Non-Assessable
- Public Agency Training Council's Law Enforcement Consultation Services
- Open Door Legal Consultation
- Tailored Risk management Services
- Property Appraisals when applicable



ILLINOIS COUNTIES RISK MANAGEMENT TRUST

Insurance Program Renewal Proposal

Named Insured: Belleville, City of
101 S. Illinois Street
Belleville, IL 62220

Program Year: 12/01/2014 - 12/01/2015
Effective Date: 12/01/2014 - 12/01/2015
Quote Number: ICRMT2014070

GENERAL LIABILITY

Coverage	<u>Limits</u>
Each Occurrence	<u>\$1,000,000</u>
General Annual Aggregate	<u>\$3,000,000</u>
Products/Completed Operation Annual Aggregate	<u>\$1,000,000</u>
SELF-INSURED RETENTION: <u>\$50,000 each occurrence</u>	
Sexual Abuse Liability	
Each Occurrence	<u>\$1,000,000</u>
Annual Aggregate	<u>\$1,000,000</u>
Retroactive Date: 05/29/2007	
Innocent Party Defense Coverage Included	
SELF-INSURED RETENTION: <u>\$50,000 each occurrence</u>	
Coverages to Include:	
- Liquor Liability	
- Medical Professional (excluding Doctors & Dentists)	
- Special Events	
- Terrorism	
- Volunteers	
- Non-Auditable	



LAW ENFORCEMENT LIABILITY

Each Occurrence	<u>\$1,000,000</u>
General Annual Aggregate	<u>\$3,000,000</u>

SELF-INSURED RETENTION: \$50,000 each occurrence

Coverages to Include:

- Auxiliary Officers
- Intergovernmental/Mutual Aid Agreements
- Jails/Holding Cells
- Good Samaritan
- Commandeered Autos

AUTOMOBILE

Auto Liability

Each Occurrence	<u>\$1,000,000</u>
-----------------	--------------------

SELF-INSURED RETENTION: \$50,000 each occurrence

Auto Physical Damage

Total Scheduled Value	<u>\$9,896,958</u>
Total Agreed Value	<u>\$435,000</u>
Number of Vehicles:	<u>238</u>

Comprehensive Per Loss Self-Insured Retention	<u>\$25,000</u>
Collision Per Loss Self-Insured Retention	<u>\$25,000</u>

Coverages to Include:

- | | |
|---|------------------|
| - Automatic Liability for Newly Acquired Vehicles (Non-Auditable) | <u>Included</u> |
| - Newly Acquired Automobiles Physical Damage (Non-Auditable) | <u>\$500,000</u> |
| - Hired/Non-Owned Liability | <u>Included</u> |
| - Hired Auto Physical Damage | <u>Included</u> |
| - Garage Keepers Legal Liability - per Occurrence | <u>\$100,000</u> |
| - Pollution Caused by Upset/Overturn | <u>Included</u> |
| - Commandeered Autos | <u>Included</u> |
| - Loss of Use and Lease Gap Coverage | <u>Included</u> |



PUBLIC OFFICIALS LIABILITY - CLAIMS MADE

	<u>Limits</u>
Each Occurrence	<u>\$1,000,000</u>
Public Officials Annual Aggregate	<u>\$1,000,000</u>
Retroactive Date: <u>12/31/1995</u>	
SELF-INSURED RETENTION: <u>\$50,000 each occurrence</u>	
Employment Practices Liability	
Retroactive Date: <u>12/31/1995</u>	
SELF-INSURED RETENTION: <u>\$50,000</u>	
Employee Benefits Liability	
Retroactive Date: <u>12/1/2013</u>	
SELF-INSURED RETENTION: <u>\$50,000 each occurrence</u>	
Cyber Liability Extension	
Each Occurrence	<u>\$50,000</u>
Annual Aggregate	<u>\$100,000</u>
Retroactive Date: <u>12/1/2013</u>	
SELF-INSURED RETENTION: <u>\$50,000 each occurrence</u>	

Coverages to Include:

- Employee Wage Reimbursement	
Each Occurrence	<u>\$10,000</u>
Annual Aggregate	<u>\$20,000</u>
- Non-Monetary Legal Defense	
Each Occurrence	<u>\$25,000</u>
Annual Aggregate	<u>\$50,000</u>
- Sexual Harassment	
- Discrimination	
- Wrongful Termination	
- FOIA / Open Meetings Act	
- Attorney's Professional	



EXCESS LIABILITY - Follow Form

		<u>Limits</u>
General Liability	Excess of \$1,000,000 Per Occurrence	<u>\$9,000,000</u>
Law Enforcement Liability	Excess of \$1,000,000 Per Occurrence	<u>\$9,000,000</u>
Auto Liability	Excess of \$1,000,000 Per Occurrence	<u>\$9,000,000</u>
Public Official (Claims Made)	Excess of \$1,000,000 Per Occurrence	<u>\$9,000,000</u>

Coverages Excluded:

- Sanitary Sewer Backup
- Sexual Abuse
- Uninsured/Underinsured Motorist Coverage



PROPERTY & INLAND MARINE

LIMITS OF INSURANCE: In no event shall liability in any one occurrence for any one Building, and one Structure or Business Personal Property at any one location exceed 125% of the individually stated value for such property as shown in the latest Statement of Values or other documentation on file with the Trust, nor shall liability exceed any specific Limit of Insurance applying to any Insured, Loss, coverage or location(s).

PROPERTY SELF-INSURED RETENTION	<u>\$25,000</u>
INLAND MARINE SELF-INSURED RETENTION	<u>\$25,000</u>

Covered Property

	<u>Limits</u>
Building Values	<u>\$115,692,473</u>
Business Personal Property Including Stationary EDP	<u>\$11,756,900</u>
Personal Property of Others	<u>\$100,000</u>
Newly Constructed or Acquired Property	<u>\$1,000,000</u>
Foot Bridges & Appurtenant Structures	<u>\$100,000</u>
Covered Property in Transit	<u>\$100,000</u>

Additional Property Coverages

Earthquake (including mine subsidence)	<u>\$10,000,000</u>
\$300 million Program Aggregate	
Self-Insured Retention - \$25,000 or 5% of the damaged location; whichever is greater.	
Flood, including backup sewer and water seepage	<u>\$10,000,000</u>
Excluding Flood Zone A and V, \$300 million Program Aggregate	
Self-Insured Retention - \$25,000 of the damaged location or higher if higher selected.	

Covered Costs & Expenses

Debris Removal (whichever is greater)	<u>25% or \$500,000</u>
Pollutant Cleanup and Removal, aggregate in any one Policy year:	<u>\$25,000</u>
Fire Department Service Charge	<u>\$5,000</u>
Fire Protection Equipment Discharge	<u>\$5,000</u>
Ordinance or Law Coverage	<u>\$1,000,000</u>
Preservation of Property	<u>\$25,000</u>
Protection of Property	<u>\$25,000</u>



COVERAGE EXTENSION**\$250,000 Blanket Coverage Limit for the following Extension:**

Extra Expense / Business Income	<u>Included</u>
Fine Arts	<u>Included</u>
Accounts Receivable	<u>Included</u>
Valuable Papers and Records	<u>Included</u>

SCHEDULED LIMITS

Extra Expense, Business Income, Rental Value - Excess	<u>\$1,000,000</u>
Course of Construction (Builders Risk)	<u>\$1,000,000</u>
Communications Equipment	<u>\$800</u>
EDP Equipment	<u>\$305,739</u>
Mobile Equipment greater than or equal to \$10,000 per item	<u>\$1,469,288</u>
Mobile Equipment less than \$10,000 per item (ACV)	<u>\$1,440,584</u>
Musical Inst., Cameras, Radios	<u>\$305,495</u>
Other	<u>\$553,457</u>
Tools	<u>\$174,182</u>

SUPPLEMENTAL COVERAGES

Communication Towers	<u>\$25,000</u>
Outdoor Property including debris removal, in any one occurrence:	<u>\$100,000</u>
Trees, shrubs and plants are subject to a maximum per item of:	<u>\$1,000</u>
Golf course tees and greens to a maximum per item of:	<u>\$5,000</u>
Contractors Equipment Non-Owned, per item:	<u>\$100,000</u>
Contractors Equipment Non-Owned, per occurrence:	<u>\$250,000</u>
Interruption of Computer Operations per occurrence:	<u>\$50,000</u>
Interruption of Computer Operations annual aggregate:	<u>\$100,000</u>
Personal Effects per location:	<u>\$10,000</u>
Personal Effects per occurrence:	<u>\$25,000</u>
Retaining Walls and Other Outdoor Walls	<u>\$10,000</u>
Underground Sprinkler System	<u>\$10,000</u>
Unintentional Errors and Omissions	<u>\$100,000</u>
Utility Services - Direct Damage	<u>\$25,000</u>
Utility Services - Time Element	<u>\$25,000</u>
Limited Fungus/Fungi, Wet Rot and Dry Rot Coverage:	
Direct Damage in any one occurrence:	<u>\$15,000</u>
Business Income and Extra Expense in any one occurrence:	<u>\$15,000</u>
Extra Expense Number of Days:	<u>30</u>

SALES TAX INTERRUPTION

Total Limit	<u>\$3,830,615</u>
Waiting Period	<u>30 days</u>



EQUIPMENT BREAKDOWN PROTECTION

Total Building and Contents Value \$127,449,373

Coverage Extensions

Combined Business Income	<u>Included</u>
Combined Extra Expense	<u>Included</u>
Spoilage Damage	<u>Included</u>
Utility Interruption - Time Element	<u>Included</u>
Civil Authority	<u>Included</u>
Electronic Data or Media	<u>Included</u>
Error in Description	<u>Included</u>
Expediting Expenses	<u>Included</u>
Fungus, Wet Rot or Dry Rot	<u>\$15,000</u>
Ordinance or Law	<u>Included</u>
Refrigerant Contamination	<u>Included</u>
Hazardous Substance	<u>Included</u>
Newly Acquired Property	<u>\$1,000,000</u>
Debris Removal	<u>25% or \$500,000</u>
Pollutant Cleanup & Removal	<u>Included</u>
Water Damage	<u>Included</u>

PROPERTY DAMAGE DEDUCTIBLE: \$25,000

BUSINESS INCOME, EXTRA EXPENSE & UTILITY INTERRUPTION DEDUCTIBLE: 24 hours

CRIME

Blanket Employee Dishonesty	<u>\$500,000</u>
Loss Inside the Premises - Money & Securities	<u>\$500,000</u>
Loss Outside the Premises	<u>\$500,000</u>
Money Orders and Counterfeit Currency	<u>\$500,000</u>
Depositors Forgery or Alterations	<u>\$500,000</u>
Computer Fraud	<u>\$500,000</u>
Funds Transfer Fraud	<u>\$500,000</u>
SELF-INSURED RETENTION:	<u>\$25,000</u>

The ICRMT Crime Form includes coverage for any of your officials who are required by law to give bonds for the faithful performance of their service against Loss through the failure of any Employee under the supervision of that official to faithfully perform his or her duties as prescribed by law and will meet the requirements for Public Officials bonds up to the statutory limit or policy limit, whichever is less.

Please see policy forms for terms, conditions and exclusions.



ILLINOIS COUNTIES RISK MANAGEMENT TRUST

Insurance Program Renewal Proposal

PREMIUM SUMMARY

Named Insured: Belleville, City of
101 S. Illinois Street
Belleville, IL 62220

Program Year: 12/01/2014 - 12/01/2015
Effective Date: 12/01/2014 - 12/01/2015
Quote Number: ICRMT2014070

Coverage Parts	Premium
General Liability	\$549,007
Law Enforcement Liability	Included
Commercial Auto	Included
Public Officials Liability - Claims Made	Included
Property, Inland Marine	Included
Equipment Breakdown	Included
Crime	Included
Special Coverage	Not Requested
Excess Liability	\$98,287
Total Annual Policy Premium:	\$647,294

Acceptance Statement:

Please accept this as a formal confirmation that all terms and conditions of the proposed insurance program by the Illinois Counties Risk Management Trust are accepted effective 12/01/2014

Signature of Official

Date



ILLINOIS COUNTIES RISK MANAGEMENT TRUST

Insurance Program Renewal Proposal

TERMS AND CONDITIONS

Named Insured: Belleville, City of
101 S. Illinois Street
Belleville, IL 62220

Program Year: 12/01/2014 - 12/01/2015
Effective Date: 12/01/2014 - 12/01/2015
Quote Number: ICRMT2014070

Terms and Conditions:

- Policy is only cancellable at program anniversary and after 30 day written notice is given. If required notice is not given, full estimated premium is earned, due and payable.
- All terms and conditions of membership in the Illinois Counties Risk Management Trust are set forth in the Trust by-laws. A copy of this document is available for your review.
- The following must be received prior to binding:
 - Signed Acceptance Statement
 - Requested Payment Plan - Annual 50/50 25/6
 -
 -

Signature of Official

Date





A PROFESSIONAL CORPORATION

THE ARMY AND NAVY BUILDING 1627 I STREET, NW SUITE 1100 WASHINGTON, DC 20006-1605
202.912.48001.800.540.1355202.861.1905 FAXwww.cozen.com

November 10, 2014

Jonathan M. Grossman

Direct Phone 202-912-4866

Direct Fax 202-478-0311

jgrossman@cozen.com

VIA ELECTRONIC MAIL

Mrs. Jamie Maitret
Finance Director
City of Belleville
101 South Illinois Street
Belleville, IL 62220

Mr. Jason Perry
Azavar Audit Solutions, Inc.
234 South Wabash Avenue, Sixth Floor
Chicago, IL 60604

Re: Municipal Utility Taxes

Dear Jamie and Jason:

We are pleased that the City of Belleville("Belleville") and Azavar Audit Solutions, Inc. ("Azavar") are jointly engaging Cozen O'Connor P.C. ("Cozen") to assist in the collection of municipal utility taxes from Ameren Corporation and affiliates ("Ameren"), and other parties. This letter is intended to formalize our retention, as required by applicable Rules of Professional Conduct.

Belleville and Azavar entered into a Professional Services Agreement on November 10, 2014(the "PSA"). Pursuant to the PSA, Azavar is in the process of conducting an audit of outstanding municipal utility taxes and has identified certain unpaid taxes. Azavar and Belleville now retain Cozen to advise them as to the issuance of a Notice of Tax Liability and as to other actions that they may take to bring this matter to resolution. Such additional actions may include an administrative hearing and/or litigation. Cozen may elect to represent Belleville in such actions, but the firm is not now being retained to do so and any such retention is subject to Cozen's agreement confirmed in writing.

Cozen's fee will be contingent upon payment of taxes by Ameren, and/or other parties, and will be paid by Azavar out of fees that it receives from Belleville under Section 3 of the PSA. Cozen, Azavar and Belleville will each be responsible for paying their own costs such as travel expenses for their personnel and routine overhead expenses (e.g., copying, telephone and express mail).

Mrs. Jamie Maitret
Mr. Jason Perry
November 10, 2014
Page 2

Notwithstanding Azavar's financial interest in the collection of taxes, Azavar acknowledges that Belleville will retain ultimate decision-making authority as to this matter.

If the arrangement outlined above is satisfactory, please acknowledge this by signing below and returning it to me at your earliest convenience. If you have any questions concerning the terms of this engagement, please do not hesitate to call me.

Sincerely,

COZEN O'CONNOR

By: Jonathan M. Grossman

ACCEPTED ON BEHALF OF THE CITY
OF BELLEVILLE:

ACCEPTED ON BEHALF OF
AZAVAR AUDIT SOLUTIONS, INC.

Signature

Signature

Name

Name

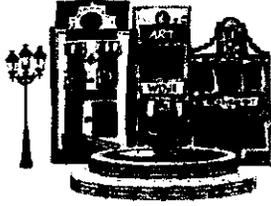
Title

Title

Date

Date

Belleville Main Street



November 5, 2014

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

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

Dear Mr. Cook:

Belleville Main Street (BMS) is sponsoring our annual Art and Wine Walk to be held in Downtown Belleville on November 22, 2014 from 5:00 p.m. to 9:00 p.m. As part of this year's Art and Wine Walk event, Sips and Splatters will be putting on an art demonstration from 5:00 p.m. to 9:00 p.m.

This event would require the closure of Charles Street placing barricades between East Main Street and the one way alley between East Main Street and East Washington Street (see attached map).

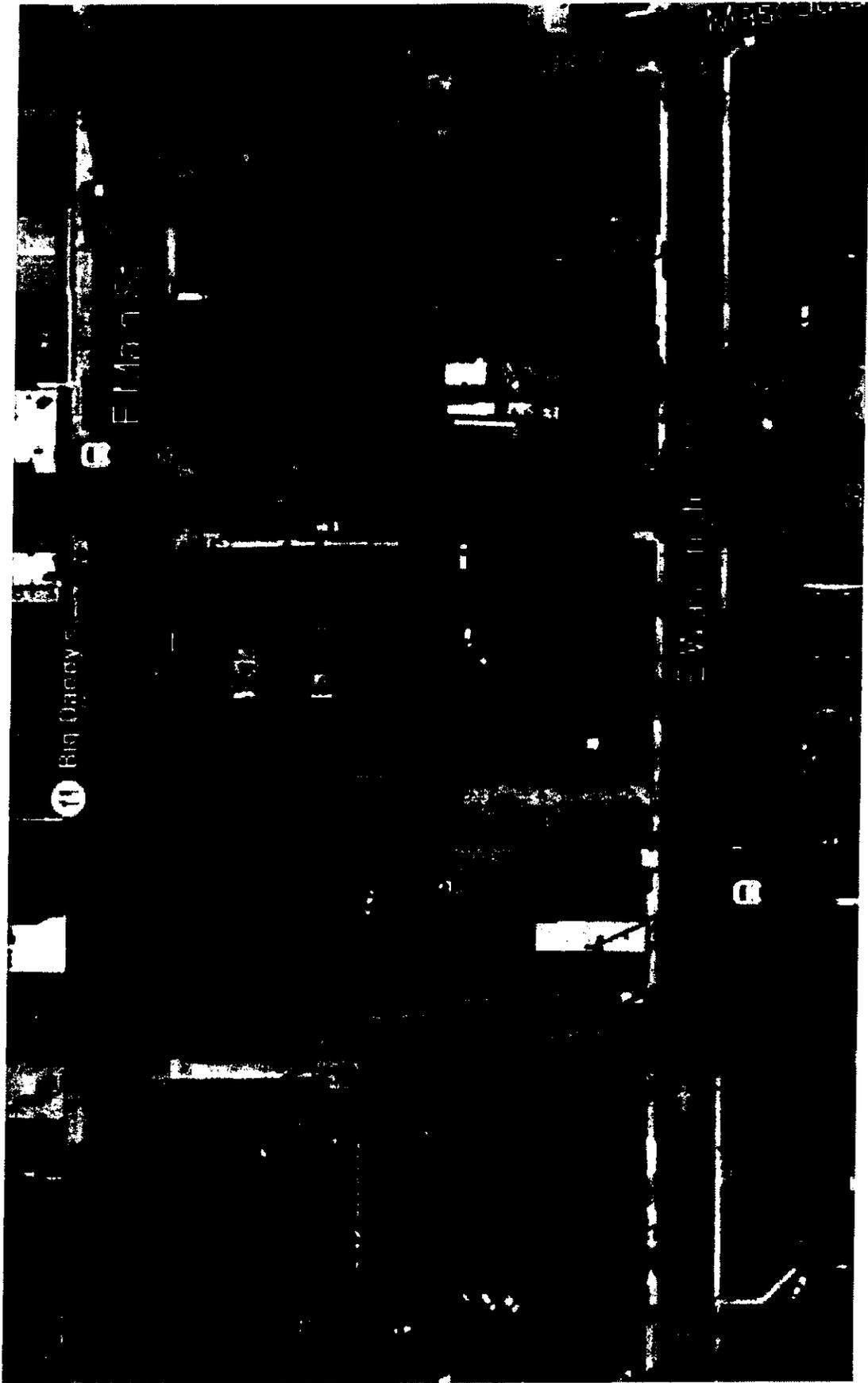
There will be no affected businesses in this Downtown Special Service Area during the specified date and time.

Belleville Main Street requests the approval of the City for this event.

Sincerely,

A handwritten signature in cursive script, appearing to read "Geri E. Boyer".

Gerri E. Boyer
President



(618) 235-1100
(618) 235-9535 fax



www.althoff.net
althoff@norcom2000.com

**ALTHOFF CATHOLIC
HIGH SCHOOL**
5401 West Main Street
Belleville, IL 62226-4796

Belleville City Hall
ATTN: Mr Dallas Cook, City Clerk
101 S. Illinois St.
Belleville, IL 62220
Phone:618-233-6518, x1227

November 2014

Dear Mr Cook:

With your permission, Althoff Catholic High School will be sponsoring its Annual CRUSADER 5K RUN/WALK on November 29, 2014 starting the race at 8:30a.m. Running Start will be our official timers for start and finish procedures and tallying results. They will be set up on school property primarily. The start area will be on Frank Scott Pkwy W, but will be quickly taken down once all runners/walkers have made the turn on to Daperon Dr. Course map is attached.

All proceeds will benefit the Althoff Catholic Athletic Department. In past years the event drew over 100 participants and raised money for many new athletic items.

We would absolutely appreciate your support in our event. Please let us know if you would need us to pick any items up at your establishment in order to conduct our event.

We will have volunteers manning the course and directing in several areas, most notably, Frank Scott Pkwy W and Daperon Dr, the hospital entrance on Daperon Dr, East and West Park, Susann Ct, North and South Park (along the whole course), and N 49th St. Also, we will use temporary directional markings on the course in order to not bring any damage to city property.

Finally, we will make contact with Chuck Schaeffer, Director of Public Works, Street Department, at 618-239-3454, for traffic cones to use on Frank Scott Pkwy W and any other areas of suggestion.

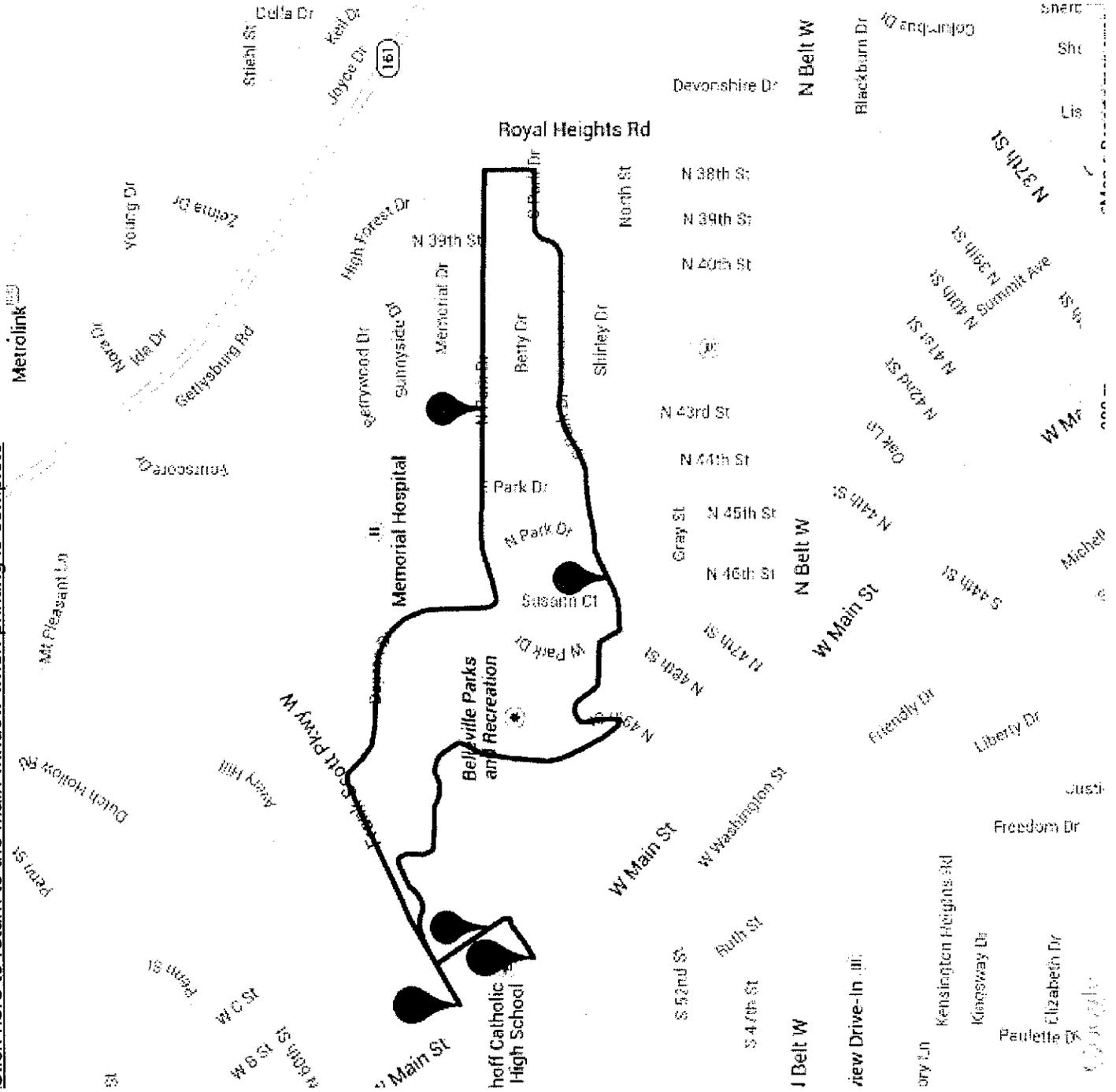
Any questions can be directed to Mike Sanders, Head Cross Country Coach, at 618-920-8882 or myself, at 618-235-1100 ext 128.

Sincerely,

A handwritten signature in black ink, appearing to read "Mike Dori".

Mike Dori, Athletic Director
Althoff Catholic High School

[Click here to return to the main window when printing is complete](#)



STREET BANNER PERMIT



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

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

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

Please Print

Organization/Group Making Request: Home Builders Assoc. of Greater Southwest IL

Name of Contact Person: Suzie Scott

Address: 1000 W. Main St. Marionville, IL 62062
(Street) (City) (Zip)

Home Phone: _____ Work Phone: 618-343-6331

Nature of Event HBA - Home Show

Event Dates: March 6-8, 2015 Event Location: Belle Clair Fairgrounds

Display Content: approx. 36' long x 40" tall banner. Displays event, dates and location

Description of any graphics to be used: HBA Logo

Signature of Applicant: Susan Scott Date: 11-13-14

DISPLAY CONTENT: The City of Belleville reserves the right to, not display any banner if in its 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 OF: REMOVAL PROCESS.

FOR OFFICE USE ONLY	
Approved by City Council:	_ / _ / _
Installation Date:	_ / _ / _
Removal Date:	_ / _ / _

Resolution #3205

RESOLUTION SELECTING AN UNDERWRITER IN CONNECTION WITH THE PROPOSED ISSUANCE BY THE CITY OF ITS GENERAL OBLIGATION BONDS, SERIES 2014; AND ACKNOWLEDGING CERTAIN DISCLOSURES PURSUANT TO MSRB RULE G-17.

WHEREAS, the City of Belleville, Illinois (the "City") has requested proposals from qualified underwriting firms in connection with the proposed issuance by the City of its General Obligation Bonds, Series 2014 (the "Bonds"), and in response _____ (the "Underwriter") has submitted its proposal for underwriting services in connection with the Bonds (the "Proposal"), a copy of which is incorporated by reference in this Resolution; and

WHEREAS, Rule G-17 of the Municipal Securities Rulemaking Board, effective August 2, 2014 (the "Rule") requires that all underwriters of municipal securities to provide certain written disclosures to prospective issuers and to obtain timely written acknowledgement of such disclosures and, at the request of the City, the Underwriter has included certain disclosures required by the Rule in the Proposal; and

WHEREAS, after receipt and review of the Proposal and the recommendation thereof by the City's staff, the City wishes to accept the Proposal, to select the Underwriter as underwriter for the Bonds, and to provide acknowledgement of the disclosures provided in the Proposal in accordance with the Rule;

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

Section 1. The Proposal is hereby accepted and _____ is hereby designated as underwriter for the Bonds in accordance with and subject to the terms of the Proposal.

Section 2. The City Council, solely to facilitate the Underwriter's compliance with the Rule in connection with the issuance of the Bonds, hereby acknowledges receipt of the disclosures provided in the Proposal.

Section 3. This Resolution shall be effective upon its passage.

[Remainder of Page Intentionally Left Blank.]

PASSED by the City Council of the City of Belleville, Illinois, this 17th day of November, 2014.

(SEAL)

Mayor

ATTEST:

City Clerk

ORDINANCE NO. _____

**AN ORDINANCE AMENDING CHAPTER 7 (BUSINESS LICENSES) OF
THE REVISED CODE OF ORDINANCES OF BELLEVILLE, ILLINOIS,
AS AMENDED, BY AMENDING PORTIONS OF SECTIONS THEREOF**

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

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

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

Section 1. That **Chapter 7, Article XIV** is hereby amended by repealing same in its entirety, and substituting in lieu thereof the following:

ARTICLE XIV - TOURIST CAMPS AND HOTELS/MOTELS

7-14-1 DEFINITIONS. Terms used in this Article have the following meanings:

~~"MOTEL". A building, consisting of one (1) or more units, maintained for the accommodation of transients by the day, week or month, whether a charge is made or not, but shall not include hotels.~~

"TOURIST CAMP". Any park, tourist park, tourist court, camp, court, site, lot, parcel, or tract of land upon which one (1) or more camp cottages or cabins are located and maintained for the accommodation of transients by the day, week, or month, whether a charge is made or not.

~~"HOTEL/MOTEL". A building providing transient lodging accommodations to the general public for compensation and which may include ancillary facilities and services such as restaurants, meeting rooms, entertainment, personal services, and recreational facilities.~~

~~"EXTENDED STAY UNIT". A tourist camp, hotel or motel unit with accommodations for sleeping along with in-unit full kitchen and bathroom facilities.~~

7-14-2 LICENSE. (A) No person shall operate a tourist camp or hotel/motel in the City without a license. (B) The annual license fee for a tourist camp is Five Hundred Dollars (\$500.00). (C) The annual license fee for a motel is Twenty-Five Dollars (\$25.00).

7-14-3 APPLICATION FOR LICENSES. An application for a tourist camp or motel license shall be filed with the City Council. The application shall be in writing and signed by the applicant and contain the name and address of the applicant, and the location and legal description of the tourist camp or motel.

7-14-4 POSTING LICENSE. The license certificate issued under this Article shall be conspicuously posted in the office of or on the premises of the tourist camp or motel at all times.

7-14-5 REGULATIONS.

(A) Application. The regulations of this ~~Article~~ Section shall apply to tourist camps and motels.

(B) Camp Plan. A tourist camp or hotel/motel shall be located on a well drained area, and the premises shall be properly graded so as to prevent the accumulation of storm or other waters.

(C) Driveways. Units and cabin plots shall be clearly designated and the camp so arranged that all units and cabin plots face or abut on a driveway of not less than sixteen (16) feet in width, giving easy access from all units to a public street. Such driveway shall be paved and maintained in good condition, having natural drainage into a City street catch basin, be well lighted at night, and shall not be obstructed.

(D) Floor Space. No camp cottage or cabin or unit shall be less than two hundred ten (210) square feet nor less than fourteen (14) feet wide at its narrowest point, nor less than eight (8) feet high from floor to ceiling, and shall not have less than twenty-seven (27) square feet of ventilating openings. All windows must be fully screened. If the floor is of wood, it shall be raised not less than twelve (12) inches above the ground level.

(E) Toilet Facilities. Each unit or cabin shall have separate toilet facilities.

(F) Water Supply. An adequate supply of pure water, furnished through a pipe distribution system connected directly with the City water main, with supply faucets located not more than two hundred (200) feet from any trailer or cabin shall be furnished for drinking and domestic purposes at a tourist camp.

(G) Drinking Water Faucets. No common drinking vessels are permitted, nor shall any drinking water faucets be placed in any toilet room or water closet compartment.

(H) Hot Water. An abundant supply of hot water shall be provided at all times for bathing, washing and laundry facilities.

(I) Sewers. All waste from showers, toilets, laundries, faucets and lavatories shall be wasted into a sewer system connected with the City sewer system.

(J) Occupancy. Occupancy of any tourist camp, hotel or motel unit by any individual shall be limited to no more than thirty (30) consecutive days; provided that such occupancy shall be allowed for more than thirty (30) days within extended stay units and which comply with the City of Belleville adopted residential building and fire codes, as amended.

7-14-6 REVOCATION OF LICENSE. The City Council may revoke any license to operate a tourist camp or hotel/motel upon violation by the licensee of any provision of this Article or upon failure of the licensee to maintain adequate standards for the protection of health, sanitation and safety and for fire prevention.

Section 2. That conflicting Ordinances or pertinent portions thereof in force the time this takes effect are hereby repealed.

Section 3. Should any portion of this Ordinance be declared void or unenforceable by any court of competent jurisdiction, such ruling shall not affect the validity of the surviving portions of this section.

Section 4 This Ordinance shall be in full force and effect ten (10) days from and after its passage, approval and publication, in pamphlet form, as provided by law.

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

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

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

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

MAYOR

ATTEST:

CITY CLERK

ORDINANCE NO. 7819

**AN ORDINANCE AMENDING CHAPTER 7 (BUSINESS LICENSES) OF
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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.

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Section 1. That **Chapter 7, Article XIV** is hereby amended by repealing same in its entirety, and substituting in lieu thereof the following:

ARTICLE XIV - TOURIST CAMPS AND HOTELS/MOTELS

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"TOURIST CAMP". Any park, tourist park, tourist court, camp, court, site, lot, parcel, or tract of land upon which one (1) or more camp cottages or cabins are located and maintained for the accommodation of transients by the day, week, or month, whether a charge is made or not.

"HOTEL/MOTEL". A building providing transient lodging accommodations to the general public for compensation and which may include ancillary facilities and services such as restaurants, meeting rooms, entertainment, personal services, and recreational facilities.

"EXTENDED STAY UNIT". A tourist camp, hotel or motel unit with accommodations for sleeping along with in-unit full kitchen and bathroom facilities.

7-14-2 LICENSE. (A) No person shall operate a tourist camp or hotel/motel in the City without a license. (B) The annual license fee for a tourist camp is Five Hundred Dollars (\$500.00). (C) The annual license fee for a motel is Twenty-Five Dollars (\$25.00).

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(B) Camp Plan. A tourist camp or hotel/motel shall be located on a well drained area, and the premises shall be properly graded so as to prevent the accumulation of storm or other waters.

(C) Driveways. Units and cabin plots shall be clearly designated and the camp so arranged that all units and cabin plots face or abut on a driveway of not less than sixteen (16) feet in width, giving easy access from all units to a public street. Such driveway shall be paved and maintained in good condition, having natural drainage into a City street catch basin, be well lighted at night, and shall not be obstructed.

(D) Floor Space. No camp cottage or cabin or unit shall be less than two hundred ten (210) square feet nor less than fourteen (14) feet wide at its narrowest point, nor less than eight (8) feet high from floor to ceiling, and shall not have less than twenty-seven (27) square feet of ventilating openings. All windows must be fully screened. If the floor is of wood, it shall be raised not less than twelve (12) inches above the ground level.

(E) Toilet Facilities. Each unit or cabin shall have separate toilet facilities.

(F) Water Supply. An adequate supply of pure water, furnished through a pipe distribution system connected directly with the City water main, with supply faucets located not more than two hundred (200) feet from any trailer or cabin shall be furnished for drinking and domestic purposes at a tourist camp.

(G) Drinking Water Faucets. No common drinking vessels are permitted, nor shall any drinking water faucets be placed in any toilet room or water closet compartment.

(H) Hot Water. An abundant supply of hot water shall be provided at all times for bathing, washing and laundry facilities.

(I) Sewers. All waste from showers, toilets, laundries, faucets and lavatories shall be wasted into a sewer system connected with the City sewer system.

(J) Occupancy. Occupancy of any tourist camp, hotel or motel unit by any individual shall be limited to no more than thirty (30) consecutive days; provided that such occupancy shall be allowed for more than thirty (30) days within extended stay units and which comply with the City of Belleville adopted residential building and fire codes, as amended.

7-14-6 REVOCATION OF LICENSE. The City Council may revoke any license to operate a tourist camp or hotel/motel upon violation by the licensee of any provision of this Article or upon failure of the licensee to maintain adequate standards for the protection of health, sanitation and safety and for fire prevention.

Section 2. That conflicting Ordinances or pertinent portions thereof in force the time this takes effect are hereby repealed.

Section 3. Should any portion of this Ordinance be declared void or unenforceable by any court of competent jurisdiction, such ruling shall not affect the validity of the surviving portions of this section.

Section 4 This Ordinance shall be in full force and effect ten (10) days from and after its passage, approval and publication, in pamphlet form, as provided by law.

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

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

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

MAYOR

ATTEST:

CITY CLERK

ORDINANCE NO. 7820

**AN ORDINANCE AMENDING CHAPTER 43 (TAXATION)
OF THE REVISED CODE OF ORDINANCES OF BELLEVILLE, ILLINOIS,
AS AMENDED, BY AMENDING PORTIONS OF SECTIONS THEREOF**

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

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

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

Section 1. The Revised Code of Ordinances of the City of Belleville, Illinois is hereby amended by adding a new Article XIII in Chapter 43 thereof as follows:

ARTICLE VIII – GAS USE TAX

43-8-1 DEFINITIONS. For the purpose of this Article, the following definitions shall apply:

- (A) **“PERSON”** means any individual, firm, trust, estate, partnership, association, joint stock company, joint venture, corporation, limited liability company, municipal corporation or political subdivision of this state, or a receiver, trustee, conservator or other representative appointed by order of any court.
- (B) **“PUBLIC UTILITY”** means a public utility as defined in Section 3-105 of the Public Utilities Act.
- (C) **“PUBLIC UTILITIES ACT”** means the Public Utilities Act as amended, (220 ILCS 5/1-101 *et seq.*).
- (D) **“RETAIL PURCHASER”** means any Person who purchases gas in a Sale at Retail.
- (E) **“SALE AT RETAIL”** means any sale of gas by a retailer to a Person for use or consumption, and not for resale. For this purpose, the term “retailer” means any Person engaged in the business of distributing, supplying, furnishing or selling gas.

43-8-2 TAX IMPOSED.

(A) Except as otherwise provided by this Article, a tax is imposed on the privilege of using or consuming gas in the City that is purchased in a Sale at Retail at the rate of \$0.05/therm (5 cents per therm). Such tax shall be in addition to other taxes levied by the City upon the taxpayer.

(B) The ultimate incidence of and liability for payment of the tax is on the Retail Purchaser, and nothing in this Article shall be construed to impose a tax on the occupation of distributing, supplying, furnishing, selling or transporting gas.

(C) The Retail Purchaser shall pay the tax, measured by therms of gas delivered to the Retail Purchaser's premises, to the Public Utility designated to collect the tax pursuant to Section 43-8-3 of this Article on or before the payment due date of the Public Utility's bill first reflecting the tax, or directly to the City Treasurer on or before the fifteenth day of the second month following the month in which the gas is delivered to the Retail Purchaser if no Public Utility has been designated to collect the tax pursuant to Section 43-8-3 or if the gas is delivered by a person other than a Public Utility so designated.

(D) Nothing in this Article shall be construed to impose a tax upon any person, business or activity which, under the constitutions of the United States or State of Illinois, may not be made the subject of taxation by the City.

(E) A Person who purchases gas for resale and therefore does not pay the tax imposed by this Article with respect to the use or consumption of the gas, but who later uses or consumes part or all of the gas, shall pay the tax directly to the City Treasurer on or before the fifteenth day of the second month following the month in which the gas is used or consumed.

(F) The tax shall apply to gas for which the delivery to the Retail Purchaser is billed by a Public Utility on or after December 1, 2014.

(G) To prevent multiple taxation, the use of gas in the City by a Retail Purchaser shall be exempt from the tax imposed by this Article if the gross receipts from the Sale at Retail of such gas to the Retail Purchaser are properly subject to a tax imposed upon the seller of such gas pursuant to the City's utility tax under Article I of Chapter 43, as amended from time to time, authorized pursuant to Section 8-11-2 of the Illinois Municipal Code (65 ILCS 5/8-11-2).

43-8-3 COLLECTION OF TAX BY PUBLIC UTILITY. The tax authorized by this Article shall be collected from the Retail Purchaser by the Public Utility providing gas service to the Retail Purchaser. This tax shall constitute a debt of the Retail Purchaser to the Public Utility providing to the Retail Purchaser and if unpaid, is recoverable in the same manner as the original charge for providing the gas service. Any tax required to be collected pursuant to this Article and any such tax collected by a Public Utility shall constitute a debt owed to the City by such Public Utility. Public Utilities providing gas service shall collect the tax from the Retail Purchaser by adding such tax to the gross charge for providing the gas service. Public Utilities shall also be authorized to add to such gross charge an amount equal to **three percent (3%)** of the tax to reimburse the Public Utility providing gas service for the expense incurred in keeping records, billing customers, preparing and filing returns, remitting the tax and supplying data to the City upon request. If the Public Utility providing gas service fails to collect the

tax from the Retail Purchaser, then the Retail Purchaser shall be required to pay the tax directly to the City in the manner prescribed by the City. Public Utilities providing gas service in the City shall pay the City the amount of the tax collected pursuant to this Article. The Mayor, City Treasurer, and City Finance Director are each authorized to enter into a contract for collection of the tax imposed by this Article with any Public Utility providing gas service in the City.

43-8-4 BOOKS AND RECORDS. Every taxpayer shall keep accurate books and records, including original source documents and books of entry, denoting the activities or transactions that gave rise, or may have given rise to any tax liability or exemption under this Article. All such books and records shall, at all times during business hours, be subject to and available for inspection by the City.

43-8-5 PENALTY. Any Retail Purchaser who willfully violates any provision of this Article is guilty of a misdemeanor and, upon conviction thereof, shall be fined not less than **One Hundred Dollars (\$100.00)** nor more than **Two Hundred Dollars (\$200.00)** and, in addition, shall be liable in a civil action for the amount of tax due.

Section 2. That conflicting Ordinances or pertinent portions thereof in force at the time this takes effect are hereby repealed to the extent of any such conflict.

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 17th day of November, 2014 on the following roll call vote:

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

APPROVED by the Mayor of the City of Belleville, Illinois this 18th day of November, 2014.

MAYOR

ATTEST:

CITY CLERK

ORDINANCE NO. 7821

**AN ORDINANCE AMENDING CHAPTER 3 (CITY ADMINISTRATION),
CHAPTER 23 (BUILDING CODE) AND CHAPTER 24 (ELECTRICAL CODE)
OF THE REVISED CODE OF ORDINANCES OF BELLEVILLE, ILLINOIS,
AS AMENDED, BY AMENDING PORTIONS OF SECTIONS THEREOF**

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

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

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

Section 1. That **Section 3.295** is hereby amended by adding subsections (F) and (G) thereto as follows:

(F) Residency of the Building Official shall be governed by Section 23-1-5 of the Code.

(G) Residency of the Electrical Inspector shall be governed by Section 24-1-5(D) of the Code.

Section 2. That **Section 23-1-5** is hereby amended by repealing said Section 23-1-5 in its entirety, and substituting in lieu thereof the following:

23-1-5 QUALIFICATIONS OF BUILDING OFFICIAL. To be eligible to appointment, the candidate for the position of Building Official shall have had experience as an architect or structural engineer or building inspector or superintendent of building construction. He shall be in good health, physically capable of making the necessary examinations and inspections. He shall not have any interest whatever, directly or indirectly, in the sale or manufacture of any material, process or device entering into or used in or in connection with building construction, alterations, removal and demolition. (Ord. #2641). *The Building Official shall reside in Belleville or within ten (10) miles of the City limits of Belleville.*

Section 3. That **Section 24-1-4** is hereby amended by adding subsection (D) thereto as follows:

(D) The Electrical Inspector shall reside in Belleville or within ten (10) miles of the City limits of Belleville.

Section 4. That conflicting Ordinances or pertinent portions thereof in force the time this takes effect are hereby repealed.

Section 5. This Ordinance shall be in full force and effect from and after its passage, approval and publication, in pamphlet, all as provided by law.

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

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

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

MAYOR

ATTEST:

CITY CLERK