

REDEVELOPMENT AGREEMENT

THIS REDEVELOPMENT AGREEMENT (the "Agreement") is made and entered into as of this ___ day of February, 2015 by and between the CITY OF BELLEVILLE, ILLINOIS (the "City"), an incorporated municipality of the State of Illinois, and Missionary Ventures, LLC (the "Developer").

RECITALS

1. Pursuant to "The Tax Increment Allocation Redevelopment Act" as amended, 65 ILCS 5/11-74.4-1, *et seq.*, (the "TIF Act"), a plan for redevelopment know as the "Route 15 North Tax Increment Financing Redevelopment Project Area Redevelopment Plan (the "Redevelopment Plan") for an area designated therein (the "Redevelopment Project Area"), as legally described in the Redevelopment Plan and on Exhibit A hereto, is being prepared and reviewed by the City.

2. On or about May 26, 2015, the Mayor and City Council of the City (the "Corporate Authorities") will consider adoption of (1) an Ordinance approving the Redevelopment Plan, (2) an Ordinance designating the Redevelopment Project Area as a "redevelopment project area" within the meaning of the TIF Act, and (3) an Ordinance adopting tax increment allocation financing within the Redevelopment Project Area.

3. Developer in response to the City's solicitation of proposals from developers, submitted its development proposal dated January 26, 2015 (the "Redevelopment Proposal") for development of the Redevelopment Project area with approximately 130 room upscale hotel, as identified in Exhibit G, 30,000 sq. ft. conference center, brewery/ theme Restaurant (Hofbrauhaus), gas and diesel/convenience/fast food complex, and up to four upscale restaurants.

4. The Redevelopment Project is consistent with and will promote the purposed outlined in the contemplated Redevelopment Plan and in order to achieve the objectives of the Redevelopment Plan, the City intends to assist the Developer in the Redevelopment Project.

5. The City believes that the redevelopment of the Redevelopment Project Area pursuant to the Redevelopment Plan is in the vital and best interest of the City and the health, safety, morals and welfare of its residents and in accordance with the public purposes and provisions of the applicable federal, state, and local laws.

6. The City has determined that the Developer possesses the experience and qualifications to undertake the Redevelopment Project.

7. As a home rule unit of government under the Constitution of the State of Illinois and under the Business District Development and Redevelopment Act, 65 ILCS 5/11-74.3 *et seq.* (the "Business District Act"), the City has the authority to cause the creation of a business district, whose plan is to assist in the financing of the Redevelopment Project to levy a one percent (1%) retailers' occupation tax and service occupation tax and a hotel operators' occupation tax within such business district, and to expend the revenues from such district sales

tax to facilitate the financing of the Redevelopment Project, pursuant to the plan for business district.

8. On or about March 16, 2015, the Mayor and the City Council of the City will consider adoption of an Ordinance making all findings required under the Business District Development and Redevelopment Act to cause the creation of a business district, to levy a one percent (1%) retailers' occupation tax and service occupation tax and a hotel operators' occupation tax within such business district, to expend the revenues from such a district sales tax to facilitate the financing of the Redevelopment Project, and to enter into this Agreement.

9. In order to induce the Developer to undertake the Redevelopment Project, the City desires to cause the creation of a Business District (as hereinafter defined) pursuant to the Business District Act, to levy the aforementioned taxes within the Business District, and to expend the Business District Sales Tax Revenues (as hereinafter defined) to facilitate the financing of the Redevelopment Project.

10. The Developer has determined that the Redevelopment Project is not economically feasible using the traditional development financing and is unwilling to undertake the Redevelopment Project and pay costs associated with the Redevelopment Project unless the City agrees that (i) Incremental Property Tax Revenues (as hereinafter defined) will be used for payment of Redevelopment Project Costs (as hereinafter defined) will be used to pay for the costs incurred by the Developer in completing the Redevelopment Projects.

11. The Corporate Authorities hereby determine that the acceptance of the Redevelopment Proposal, the implementation of the Redevelopment Project and the fulfillment generally of this Agreement are in the best interest of the City, and the health, safety, morals and welfare of its residents, and in accord with the public purposes specified in the Redevelopment Plan.

12. Pursuant to provisions of the Act, the City is authorized to enter into this Agreement, and to pledge the Incremental Property Tax Revenues and the Business District Sales Tax Revenues as a means of assisting in financing the Redevelopment Project.

AGREEMENT

Now, therefore, in consideration of the premises and promises contained herein and other good and valuable considerations, the adequacy and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I.

DEFINITIONS AND FINDINGS

1.1 Definitions. As used in this Agreement, the following words and terms shall have the following meanings:

"Act" means, collectively, the Illinois Municipal Code, the TIF Act and the Business District Act, all as supplemented and amended.

"Agreement" means this Redevelopment Agreement, as the same may be from time to time modified, amended or supplemented in writing by the parties hereto.

"Authorized City Representative" means the Mayor of the City, or such other Person at the time designated to act on behalf of the City as evidenced by written certificate furnished to the City Clerk containing the specimen signature of such Person and signed on behalf of the City by its Mayor; such certificate may designate an alternate or alternates, each of whom shall be entitled to perform all duties of the Authorized City Representative.

"Business District Act" means the Business District Development and Redevelopment Act, 65 ILCS 5/11-74.3 et seq.

"Business District Sales Tax Revenues" means the Developer's Share of the tax revenues received by the City from the one percent (1%) retailers' occupation tax, service occupation tax and the hotel operators' occupation tax levied by the Business District.

"Business District Tax Allocation Fund" means the fund to be created by the City pursuant to the Business District Act into which the Business District Sales Tax Revenues are to be deposited.

"Certification of Reimbursable Redevelopment Project Costs" means a document, substantially in the form of Exhibit B attached hereto, provided by the Developer to the City certifying and evidencing Reimbursable Redevelopment Project Costs paid by the Developer.

"Certificate of Substantial Completion" means a document substantially in the form of Exhibit C attached hereto, issued by the Developer to the City in accordance with this Agreement and evidencing the Developer's substantial completion of the Work.

"City" means the City of Belleville, Illinois, a municipal corporation and political subdivision of the State.

"Concept Site Plan" means the site development plan attached hereto as Exhibit D and incorporated herein by this reference, which depicts the conceptual program for the Work and the Redevelopment Project, which is in accordance with the Redevelopment Plan, with the business District Plan and this Agreement, and which shall be subject to change from time to time in accordance with the provisions of Section 3.2.2 hereof and provided that the site plan

approved by the City pursuant to its zoning ordinance or any other approval process with the City shall constitute the Concept Site Plan for the purposes of this Agreement, to the extent of any changes from the original Concept Site Plan attached hereto, except in the event that such amendments would constitute such a change to the Redevelopment Plan or Redevelopment Project as would, in the opinion of the City Attorney, require compliance with the notice and hearing procedures of the TIF Act.

“Construction Plans” means plans, drawings, specifications and related documents, and construction schedules for the construction of the Work, together with all supplements, amendments or corrections, submitted by the Developer and approved by the City in accordance with this Agreement.

“Corporate Authorities” means the corporate authorities of the City.

“Developer” means Missionary Ventures, LLC, a Missouri limited liability company/corporation, and any successors or assigns thereto permitted under this Agreement.

“Developer’s Share” means 50% of the Incremental Property Tax Revenues and 100% of the Business District Tax Revenues.

“Governmental Approvals” means all plat approvals, re-zoning or other zoning changes, site plan approvals, conditional use permits, variances, building permits, or other subdivision, zoning, or similar approvals required for the implementation of the Redevelopment Project and the Work and consistent with the Redevelopment Plan, the Concept Site Plan, the Redevelopment Proposal and this Agreement.

“Incremental Property Tax Revenues” means the ad valorem taxes, if any, arising from the tax levies upon taxable real property in the Redevelopment Project Area by any and all taxing districts or municipal corporations have the power to tax real property in the Redevelopment Project Area, which taxes are attributable to the increase in the then current equalized assessed valuation of each taxable lot, block, tract or parcel of real property in the Redevelopment Project Area over and above the Total Initial Equalized Assed Value of each such piece of property, all as determined by the County Clerk of the County of St. Clair, Illinois, in accord with Section 11-74.4-9 of the TIF Act.

“Mayor” means the Mayor of the City or his/her duly authorized agent.

“Person” means any natural person, firm, partnership, association, corporation, limited liability company or public body.

“Pledged Revenues” means the following:

- 50% of the Incremental Property Tax Revenues held in the Special Allocation Fund generated by the Redevelopment Project;
- 100% of the Business District Tax Allocation Fund;
- 80% of the Hotel Operators’ Occupational Tax collected within the Redevelopment Project Area for 16 years.

“Redevelopment Plan” means the plan for redevelopment known as the Route 15 North Tax Increment Financing Redevelopment Project Area Redevelopment Plan anticipated to be approved by the Corporate Authorities by Ordinance on or about May 26, 2015.

“Redevelopment Project” means the Redevelopment Project for the Redevelopment Project Area described in the Concept Site Plan, subject to change from time to time in accordance with the provisions hereof.

“Redevelopment Project Area” means a certain area of the City known as the “Route 15 North Redevelopment Project Area” and more particularly described in Exhibit A attached hereto and incorporated by reference herein.

“Redevelopment Project Costs” means all reasonable or necessary costs actually paid in performing the Work and any such costs incidental to the Redevelopment Plan or the Redevelopment Project. Such costs include, but are not limited to, the following: (a) costs of all due diligence, permitted hereunder, including studies, surveys, plans, reports, tests and specifications; (b) professional service costs, including, but not limited to, architectural, engineering, legal, marketing, financial, planning or special services; (c) costs of demolition of buildings and the clearing and grading of land; (d) costs of rehabilitation, reconstruction, or repair or remodeling of existing buildings and fixtures; (e) costs of construction of public works or improvements; (f) all other costs authorized for reimbursement pursuant to the Redevelopment Plan.

“Redevelopment Proposal” means the document, on file with the City Clerk and incorporated herein by reference submitted by the Developer to the City and dated January 26, 2015, as amended by and subject to the provisions of the Redevelopment Plan, the Concept Site Plan and this Agreement.

“Reimbursable Redevelopment Project Costs” means those Redevelopment Project Costs that are reimbursable under Article IV hereof, as described in Exhibit E attached hereto.

“Special Allocation Fund” means the Special Allocation Fund, authorized by Ordinance No. 7840 adopted by the Municipal Authorities on January 20, 2015, including any accounts and sub-accounts into which the Developer’s Share of the Incremental Property Tax Revenues are from time to time deposited in accordance with the TIF Act and this Agreement.

“State” means the State of Illinois.

“Taxing District” means any political subdivision of the State having the power to levy ad valorem property taxes within the Redevelopment Project Area.

“TIF Act” means the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et seq, as supplemented and amended.

“Total Initial Equalized Assessed Value” means the total initial equalized assessed value of the taxable real property within the Redevelopment Project Area as determined by the County Clerk of The County of St. Clair, Illinois, in accordance with the provisions of Section 11-74.4-9 of the TIF Act.

“Work” means all work necessary to prepare the Redevelopment Project Area and to construct the Redevelopment Project, including: (1) storm sewers, stormwater control, detention facilities, water mains and other infrastructure improvements required by the U.S. Army Corps of Engineers, IEPA, IDNR, St. Clair County, the City or any other entity in order to obtain all necessary approvals and permits, (2) construction, reconstruction and/or relocation of other utilities, including the burying or relocation of electrical lines in accordance with the City’s municipal code; (3) demolition and removal of certain existing buildings and improvements located in the Redevelopment Project Area and clearing and grading of the Redevelopment Project Area as described in the Redevelopment Proposal and as modified from time to time in accordance with the Concept Site Plan; (4) construction of the commercial buildings and structures, and parking fields, and screening and site landscaping in the Redevelopment Project Area, as described in the Redevelopment Proposal and as modified from time to time in accordance with the Concept Site Plan; (5) rehabilitation of existing commercial buildings within the Redevelopment Project Area; (6) all other activities described in the Redevelopment Proposal, as modified by the Concept Site Plan, or reasonably necessary to effectuate the intent of this Agreement.

ARTICLE II.

ACCEPTANCE OF PROPOSAL; FEES AND EXPENSES

2.1 Developer Designation. The City hereby selects the Developer and grants to the Developer the exclusive right to perform the Work in accordance with the Concept Site Plan, this Agreement and all Governmental Approvals.

2.2 Sewer Tap-In Fees. The Developer agrees to advance fund the Sewer Tap-In Fees under the City’s Revised Code of Ordinances in the amount of \$122,400.00 based on acreage of the redevelopment project area and a per unit fee to be determined after review of final plans.

2.3 Belleville Enterprise Zone Fee: The Developer shall pay a fee of up to 0.5% of the cost of building materials of the Redevelopment Project as a project that requires an expansion of the Belleville Enterprise Zone (Zone #56), with a maximum fee of \$50,000.00.

ARTICLE III.

CONSTRUCTION OF REDEVELOPMENT PROJECT; CITY APPROVALS

3.1 Concept Site Plan. The Concept Site Plan is hereby approved.

3.1.1 Changes to the Concept Site Plan during the progress of the Work. The Developer may make changes to the Concept Site Plan or any aspect thereof a site conditions or other issues of feasibility may dictate or as may be required to meet the reasonable requests of prospective tenants or residential or commercial developer or as may be necessary or desirable in the sole determination of the Developer to enhance the economic viability of the Redevelopment Project as may be in furtherance of the general objectives of the Redevelopment Plan; provided, however, that the Developer may not make any Material Changes to the Concept Site Plan without the advance written consent of the City. For purposes of this Section, "Material Change" shall mean any changes that the City determines may result in the redevelopment of less than 20,000 square feet of newly construction building devoted to commercial activity within the Redevelopment Project Area.

3.2 Construction Plans. The Construction Plans shall be prepared by a professional engineer or architect licensed to practice in the State of Illinois and the Construction Plans and all construction practices and procedures with respect to the Work shall be in conformity with all applicable state and local laws, ordinances and regulations, including but not limited to, any performance, labor and materials payment bonds required for public improvements, subject to delay or adjustment as necessary to meet requirements of prospective tenants or residential or commercial developer; it being understood that the Developer shall not be obligated to obtain any bonds that are not required by state or local law. The Developer shall submit Construction Plans for approval by the City in sufficient time so as to allow for review of the plans in accordance with applicable City ordinances and procedures. The plans shall be in sufficient completeness and detail to show that construction will be in conformance with the Concept Site Plan, the Redevelopment Plan and this Agreement.

3.3 Changes. During the progress of the Work the Developer may make such reasonable changes, including, without limitation, modification to the construction schedule, including dates of commencement and completion, modification of the areas in which the Work is to be performed, relocation, expansion or deletion of items, revisions to the areas and scope of Work, any and all such other changes as site conditions or orderly development may dictate or as may be required to meet any reasonable request of prospective tenants, commercial developers, or as may be necessary or desirable, in the sole determination of the Developer, to enhance the economic viability of the Redevelopment Project or the Redevelopment Project and as may be in furtherance of the general objectives of the Redevelopment Plan; provided that (i) the Developer shall obtain all necessary approvals and comply with all laws, regulations and ordinances of the City and (ii) the Developer shall obtain the City's advance written consent to any Material Change.

3.4 Compliance with Federal, State and Local Laws. The Developer's performance pursuant to this Agreement shall be in compliance with applicable, federal, state and local laws. The Construction Plans, construction practices and procedures with respect to the Work, and construction contracts shall be in conformity with all applicable federal, state and local laws,

ordinances and regulations, including but not limited to, any performance, labor and material payment bonds required for Public Improvements, and compliance with applicable prevailing wage requirements pursuant to the TIF Act.

3.5 Construction. The Developer shall construct improvements in the Redevelopment Project Area consistent with the Developer's Proposal dated January 26, 2015 and the Concept Site Plan, including but not limited to the construction of a 130 room upscale hotel, as identified in Exhibit G, a 30,000 sq. ft. conference center, a brewery/theme Restaurant (Hofbrauhaus), a gas and diesel/convenience/fast food complex, up to four upscale restaurants, and necessary infrastructure thereto.

3.6 Certificate of Substantial Completion. Promptly after the Developer completes the Work in accordance with the provisions of this Agreement, the Developer will furnish to the City a Certificate of Substantial Completion so certifying. The City shall, within 30 days following delivery of the Certificate of Completion, carry out such inspections as are reasonable and necessary to verify to its reasonable satisfaction the accuracy of the certifications contained in the Certificate of Substantial Completion. The Certificate of Substantial Completion shall be deemed accepted by the City unless, prior to the end of such 30-day period after delivery to the City of the Certificate of Substantial Completion, the City furnishes the Developer with specific written objections to the status of that portion of the Work required to achieve Project Substantial Completion, describing such objections and the measures required to correct such objections in reasonable detail. Upon acceptance of the Certificate of Substantial Completion by the City or upon lapse of 30 days after delivery thereof to the City without any written objections thereto, the Developer may record the Certificate of Substantial Completion with the St. Clair County Recorder, and the same shall constitute evidence of the satisfaction of the Developer's agreements and covenants to perform all Work. The Certificate of Substantial Completion shall be in substantially the form attached as Exhibit C hereto and incorporated by referenced herein.

ARTICLE IV.

REIMBURSEMENT OF DEVELOPER COSTS AND OTHER INCENTIVES

4.1 City's Obligation to Reimburse Developer. The City agrees to reimburse the Developer for the authorized Reimbursable Redevelopment Project Costs of the Redevelopment Project in the amounts and as set forth on Exhibit E, provided that the total reimbursement under this Agreement shall not exceed Fifteen Million Six Hundred Ninety Thousand and 00/100 Dollars (\$15,690,000.00). The Reimbursable Redevelopment Project Costs shall evidence the City's obligation to reimburse the Developer for such authorized Reimbursable Redevelopment Project Costs. The City hereby pledges the Pledged Revenues to the repayment of the Reimbursable Redevelopment Project Costs. It is understood by the City and the Developer that this instrument is a special limited obligation of the City and is payable solely from the Developer's Share of Incremental Property Tax Revenues deposited from time to time in the Special Allocation Fund, and the Developer's Share of Business District Sales Tax Revenues deposited from time to time in the Business District Tax Allocation Fund, which the City is entitled to receive under the Agreement and sections 5/11-74.4-1 et seq. and 5/11 74.3 1 et seq., respectively

of the Illinois Compiled Statutes, and is not a general obligation of the City, St. Clair County, the State of Illinois or any political subdivision thereof, nor any officer or employee thereof.

4.2 Reimbursements Limited to Reimbursable Redevelopment Project Costs; Developer's Right to Substitute. Nothing in the Agreement shall obligate the City to reimburse the Developer for any cost that is not incurred pursuant to the TIF Act or that does not qualify as a "redevelopment project cost" under the TIF Act. The Developer shall provide itemized invoices, receipts or other information to confirm that any such costs is so incurred and does so qualify. Each such request shall be accompanied by a certification by the Developer that such cost is eligible for reimbursement under the TIF Act. The Developer shall not be limited to reimbursement to the amounts shown for each such category but shall be entitled to reimbursement for Redevelopment Project Costs from any of the categories set forth on Exhibit E, without regard to the maximum amounts set forth for each category provided that the total aggregate amounts reimbursed do not exceed the amounts authorized for reimbursement under the Redevelopment Plan. If the City determines that any cost identified as a Reimbursable Redevelopment Project Cost is not reimbursable under the TIF Act and/or Business District Act and the Redevelopment Plan, the City shall notify the Developer in writing within the 30-days following receipt of a Certified Reimbursable Redevelopment Project Costs, identifying the ineligible cost and the basis for determining the cost to be ineligible, whereupon the Developer shall have the right to identify and substitute other Redevelopment Project Costs as Reimbursable Redevelopment Project Costs with a supplemental application for payment.

Reimbursement Payments. The City shall make periodic reimbursement payments as Pledged Revenues are received, upon certification by the Developer as provided herein. Upon paying Reimbursable Redevelopment Project Costs, the Developer may deliver to the City a Certificate of Reimbursable Redevelopment Project Costs in substantially the form set forth in Exhibit B attached hereto. Each Certificate of Reimbursable Redevelopment Project Costs shall be accompanied by itemized invoices, receipts or other information evidencing the amount requested. The City shall approve or disapprove of each Certificate of Reimbursable Project Costs within 30 days of the submittal thereof. If the City disapproves any Certificate of Reimbursable Redevelopment Project Costs, it shall state in writing the reasons therefor and provide the submitting party a reasonable opportunity to clarify or correct the Certificate of Reimbursable Redevelopment Project Costs. If the City fails to approve or disapprove any Certificate of Reimbursable Redevelopment Project Costs within 30 days of the submittal thereof, the Certificate of Reimbursable Redevelopment Project Costs shall be deemed approved. Each approved Certificate of Reimbursable Redevelopment Project Costs shall evidence payment of Reimbursable Redevelopment Project Costs by the Developer. Upon the approval by the City a Certificate of Reimbursable Redevelopment Project Costs, the City shall promptly reimburse the amount of such Certificate of Reimbursable Redevelopment Project Costs as provided in Section 5.3. Notwithstanding any provision herein to the contrary, the City is not obligated to approve any Certificate of Reimbursable Redevelopment Project Costs so long as the submitting party is in default under the terms of this Agreement.

4.3 City's Obligations Limited to Specific Funds. Notwithstanding any other term or provision of this Agreement, the Reimbursable Redevelopment Project Costs are payable only

from the Pledged Revenues, including the Special Allocation Fund and the Business District Tax Allocation Fund, and from no other source.

4.4 Enterprise Zone Certification. The City shall issue a Certificate of the Redevelopment Project's location in the Belleville Enterprise Zone for the exemption of sales tax on building materials used exclusively for the construction of improvements in the Redevelopment Project Area consistent with the Developer's Proposal dated January 26, 2015 and the Concept Site Plan.

ARTICLE V.

SPECIAL ALLOCATION FUND AND BUSINESS DISTRICT TAX ALLOCATION FUND; COLLECTION AND USE OF TIF REVENUES AND BUSINESS DISTRICT REVENUES

5.1 Creation of Funds and Accounts. The City agrees to cause its Finance Director or other financial officer to establish and maintain the Special Allocation Fund and the Business District Allocation Fund, including such further accounts or subaccounts as the Finance Director of the City may deem appropriate in connection with the administration of the Special Allocation Fund and the Business District Tax Allocation Fund pursuant to this Agreement and, subject to the requirements of the TIF Act, deposit the Developer's Share of Incremental Property Tax Revenues into the Special Allocation Fund and deposit Developer's Share of Business District Tax Revenues into the Business District Tax Allocation Fund.

5.2 Application of Incremental Property Tax Revenues and Business District Sales Tax Revenues. The City hereby agrees to apply the Developer's Share of the Incremental Property Tax Revenues and Developer's Share of the Business District Sales Tax Revenues as shown in this Agreement, and to so apply any taxes, fees or assessments subsequently enacted and imposed in substitution.

5.3 Cooperation in Determining Incremental Property Tax Revenues and Business District Sales Tax Revenues. The City and the Developer agree to cooperate and take all reasonable actions necessary to cause the Incremental Property Tax Revenues and Business District Sales Tax Revenues to be paid into the funds and accounts as provided, including the City's enforcement and collection of all such payments through all reasonable and ordinary legal means of enforcement.

ARTICLE VI.

GENERAL PROVISIONS

6.1 Developer's Right of Termination. At any time prior to the City's reimbursement of any Reimbursable Redevelopment Project Costs, the Developer may, by giving written notice to the City, terminate this Agreement and the Developer's obligations hereunder if the Developer determines, in its sole discretion, that the Redevelopment Project is no longer economically feasible.

6.2 City's Right of Termination. The City may terminate this Agreement at any time prior to the earlier of (i) the delivery of the Certificate of Substantial Completion, or (ii) the City's reimbursement of any Reimbursable Redevelopment Project Costs, if the Developer materially defaults in or breaches any substantial provision of this Agreement and fails to cure such default or breach pursuant to the provisions hereof.

6.3 Automatic Termination. This Agreement shall be terminated, null, void, and of no force or effect if, prior to the reimbursement of any Reimbursable Redevelopment Project Costs: (a) the Annexation Agreement attached as Exhibit F is terminated and/or the Redevelopment Project Area does not remain validly annexed to the City; or (b) the City does not create a tax increment financing district and a business district for the Redevelopment Project Area.

6.4 Successors and Assigns. The rights, duties and obligations of the Developer under this Agreement may not be assigned in whole or in part without the prior written approval of the City, such approval shall not be unreasonably withheld. This Agreement shall be binding on and shall insure to the benefit of the parties named herein and to their respective heirs, administrators, executors, personal representatives, successors and assigns.

6.5 Remedies. In the event of any default in or breach of any term or conditions of this Agreement by either party, or any successors, the defaulting or breaching party (or successor) shall, upon written notice from the other party specifying such default or breach, proceed immediately to cure or remedy such default or breach, and shall, in any event, within 30 days after receipt of notice, commence to cure or remedy such default. If such cure or remedy is not taken or not diligently pursued, or the default or breach is not cured or remedied within a reasonable time, the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including but not limited to proceedings to complete specific performance by the defaulting or breaching party.

6.6 Notices. Any notice, demand or other communication required by this Agreement to be given by either party hereto to the other shall be in writing and shall be sufficiently given or delivered if dispatched by certified United States first class mail, postage prepaid, or delivered personally,

- (i) In the case of the Developer, to:

Attention:

With a copy to:

Attention

- (ii) In the case of the City, to:

Mayor Mark W. Eckert
City of Belleville

101 South Illinois Street
Belleville, IL 62220

With a copy to:

Garrett P. Hoerner
City Attorney
5111 West Main Street
Belleville, Illinois 62226

or to such other address with respect to either party as party may, from time to time, designate in writing and forward to the other as provided in this paragraph.

6.7 Conflict of Interest.

6.7.1 No member of the Corporate Authorities, the joint review board, or any branch of the City's government who has any power of review or approval or any of the Developer's undertakings or of the city's contracting for goods or services of the Redevelopment Project, shall participate in any decisions relating thereto which affected member's personal interests or the interests of any corporation or partnership in which that member is directly or indirectly interested. Any person having such interest shall immediately, upon knowledge of such possible conflict, disclose, in writing, to the Corporate Authorities the nature of such interest and seek a determination by the Corporate Authorities with respect to such interest and, in the meantime, shall not participate in any actions or discussions relating to the activities herein proscribed.

6.7.2 If any member of the Corporate Authority or any employee or consultant of the city involved in the planning and preparation of the Redevelopment Project or Redevelopment Project area owns or controls any interest, direct or indirect, in any property included in the Redevelopment Project Area, he or she shall disclose the same in writing to the City Clerk, and shall also disclose the dates and terms and conditions of any disposition of any such interest, which disclosures shall be acknowledged by the Corporate Authorities and entered upon the minute books of the Corporate Authorities. If any individual holds such an interest, then that individual shall refrain from any further official involvement in regard to such Redevelopment Project Area or Redevelopment Project or communicating with other members of the Corporate Authorities, commissions or employees concerning any matter pertaining to said Redevelopment Project or Redevelopment Project Area. Furthermore, no such member of the Corporate Authorities or employee shall acquire any interest direct, or indirect, in any property in the Redevelopment Project Area. for the purposes of this section, a month-to-month, leasehold interest in a single parcel of property by a member of the Corporate Authority shall not be deemed to constitute an interest in any property included in the Redevelopment Project Area, but such member must disclose the interest to the City Clerk.

6.8 Inspection. The City may conduct such periodic inspections of the Work as may be generally provided in the building code of the City. In addition, the Developer shall allow other authorized representatives of the City access to the Work site from time to time upon reasonable

advance notice prior to the completion of the Work for reasonable inspection thereof. The Developer shall also allow the City and its employees, agents and representatives to inspect, upon request, all architectural, engineering, demolition, construction and other contracts and documents pertaining to the construction of the Work as the City determines is reasonable and necessary to verify the Developer's compliance with the terms of this Agreement.

6.9 Choice of Law. This Agreement shall be taken and deemed to have been fully executed, made by the parties in, and governed by the laws of State of Illinois for all purposes and intents.

6.10 Entire Agreement; Amendment. The parties agree that this Agreement constitutes the entire agreement between the parties and that no other agreements or representations other than those contained in this Agreement have been made by the parties. This Agreement shall be amended only in writing and effective when signed by the authorized agents of the parties.

6.11 Counterparts. This Agreement is executed in multiple counterparts, each of which shall constitute one and the same instrument.

6.12 Severability. In the event any term or provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, the remainder shall continue in full force and effect, to the extent the remainder can be given effect without the invalid provision.

6.13 Representatives Not Personally Liable. No elected or appointed official agent, employee or representative of the City shall be personally liable to the Developer in the event of any default or breach by any party under this Agreement or for any amount which may become due to any party or on any obligations under the terms of this Agreement.

6.14 Release and Indemnification. The indemnifications and covenants contained in this Section shall survive termination or expiration of this Agreement. Notwithstanding any other provision of this Agreement to the contrary, the City and its governing body members, officers, agents, servants, employees and independent contractors shall not be liable to the Developer for damages or otherwise in the event that all or any part of the TIF Act, or any ordinance adopted in connection with either the TIF Act, this Agreement or the Redevelopment Plan, is declared invalid or unconstitutional in whole or in part by the final (as to which all rights of appeal have expired or have been exhausted) judgment of any court of competent jurisdiction, and by reason thereof either the City is prevented from performing any of the covenants and agreements herein or the Developer is prevented from enjoying the rights and privileges hereof.

The Developer releases from and covenants and agrees that the City and its governing body members, officers, agents, servants, employees and independent contractors shall not be liable for, and agrees to indemnify and hold harmless the City, its governing body members, officers, agents, servants, employees and independent contractors against any and all claims arising from the execution of the Developer's obligations under this Agreement, and any loss or damage to property or any injury to or death of any person occurring at or about or resulting from the construction of the Work, including but not limited to any and all claims arising from the location of hazardous wastes, hazardous materials or other environmental contaminants within the Redevelopment Project Area, including all costs of defense, including attorneys fees, except

for those matters arising out of the gross negligence or willful misconduct of the City and its governing body members, officers, agents, servants, employees and independent contractors.

The City and its governing body members, officers, agents, servants, employees and independent contractors shall not be liable for any damage or injury to the persons or property of the Developer or its officers, agents, servants or employees or any other person who may be about the Redevelopment Project Area or the Work except for matters arising out of the gross negligence or willful misconduct of the City and its governing body members, officers, agents, servants, employees and independent contractors.

All covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City and not of any of its governing body members, officers, agents, servants or employees in their individual capacities.

No official, employee or representative of the City shall be personally liable to the Developer (1) in the event of a default or breach by any party under this Agreement or (2) for any amount of any Reimbursable Redevelopment Project Cost which may become due to any party under the terms of this Agreement.

The Developer releases from and covenants and agrees that the City, its governing body members, officers, employees, agents and independent contractors shall not be liable for, and agrees to indemnify and hold the City, its governing body members, officers, employees, agents and independent contractors, harmless from and against any and all suits, interest, claims and cost of attorneys fees incurred by any of them, resulting from, arising out of, or in any way connected with: (1) the construction of the Work, (2) the negligence or misconduct of the Developer, its employees, agents or independent contractors in connection with the design management, development, redevelopment and construction of the Work, (3) the compliance by the Developer with all applicable state, federal and local environmental laws, regulations and ordinances, as applicable, to the Redevelopment Project Area, to the extent such condition existed prior to the acquisition thereof by the Developer; except that the foregoing release and indemnification shall not apply in the case of such liability arising directly out of the gross negligence or willful misconduct of the City or its authorized governing body members, officers, employees, agents and independent contractors or which arises out of matters undertaken by the City following termination of this Agreement as to any particular Redevelopment Project or portion thereof.

6.15 Maintenance of the Redevelopment Project Area. The Developer shall remain in compliance with all provisions of the City's Code relating to maintenance and appearance during the construction of the Redevelopment Project or any portion thereof. Upon Substantial Completion of the Redevelopment Project, the Developer or its successor(s) in interest, as owner or owners of the affected portion(s) of the Redevelopment Project Area, shall during the remainder of the term of this Agreement, maintain or cause to be maintained the buildings and improvements within the Redevelopment Project Area which it owns in a good state of repair and attractiveness and in conformity with applicable state and local laws, ordinances and regulations. If there are separately-owned parcels of real estate on the Redevelopment Project

Area during the term of this Agreement, each owner as a successor in interest to the Developer shall maintain or cause to be maintained the buildings and improvements on its parcel in a good state of repair and attractiveness and in conformity with applicable state and local laws, ordinances and regulations, and shall maintain or cause to be maintained reasonable property and liability insurance with respect to the same in accordance with Section 7.9.

6.17 Term of Agreement. This Agreement, and all of the rights and obligations of the parties hereunder, shall terminate and shall become null and void on December 31, 2038; provided that this Agreement may terminate sooner upon the earlier of (a) the completion of the Redevelopment Project, the payment of all Reimbursable Redevelopment Project Costs, or (b) the delivery of a written notice by the Developer or the City (and recordation of a copy of such notice with the St. Clair County Recorder) that this Agreement has been terminated pursuant to Section 7.1 or 7.2 hereof.

ARTICLE VII.

REPRESENTATIONS OF THE PARTIES

7.1 Representations of the City. The City hereby represents and warrants that it has full constitutional and lawful right, power and authority, under current applicable law, to execute and deliver and perform the terms and obligations of this Agreement. Accordingly, this Agreement constitutes the legal, valid and binding obligation of the City, enforceable in accordance with its terms.

7.2 Representations of the Developer. The Developer hereby represents and warrants that it has full power to execute and deliver and perform the terms and obligations of this Agreement and all of the foregoing has been duly and validly authorized by all necessary corporate proceedings, and that this Agreement constitutes the legal, valid and binding obligation of the Developer, enforceable in accordance with its terms.

IN WITNESS WHEREOF, the City and the Developer have caused this Agreement to be executed in their respective names and the City has caused its seal to be affixed thereto, and attested as to the date first above written.

CITY OF BELLEVILLE, ILLINOIS

(SEAL)

By: _____
Mayor

Attest:

By: _____
City Clerk

MISSIONARY VENTURES, LLC

By: _____
Its managing member

DRAFT

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

On this _____ day of _____, 20____, before me appeared Mark W. Eckert, to me personally known, who, being by me duly sworn, did say that he is the Mayor of the City of Belleville, Illinois, an incorporated municipality of the State of Illinois, and that the seal affixed to the foregoing instrument is the seal of said City, and said instrument was signed and sealed in behalf of said City by authority of its Corporate Authorities, and said City Clerk acknowledged said instrument to be the free act and deed of said City.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

(SEAL)

Notary Public

My Commission Expires:

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

On this _____ day of _____, 20____, before me appeared _____, to me personally known, who, being by me duly sworn, did say that he is the managing member of Missionary Ventures, LLC, an Illinois limited liability company, and that he is authorized to sign the instrument on behalf of said company, and acknowledged to me that he executed the within instrument as said company's free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

(SEAL)

Notary Public

My Commission Expires:

EXHIBIT A

REDEVELOPMENT PLAN

(To be appended upon approval.)

DRAFT

February 4, 2015

Company	TJBC, Inc.
Project Information	Remodeling and expansion of the existing facility.
Address	4204 West Main St.
Estimated Project Costs	\$1,153,000.00 Building Materials: \$295,000.00 Labor: \$336,000.00 Capital Equip.: \$522,000.00
Jobs Created/ Retained	38 FTE Jobs retained 8 FTE Jobs created within first year. 8 additional FTE Jobs created within second year.
Projected Annual Sales Subject to Sales Tax	\$400,000.00 for Phase II (\$1,800,000.00 for Phase I-current sales)
Incentives Requested	1. Certification of project's location in Belleville Enterprise Zone for the Abatement of Sales Tax on Building Materials. 2. Rebate of incremental property taxes. 3. Facade improvement reimbursement
Recommend amendment to existing Development Agreement to include but not limited to:	1. Certification of project's location in Belleville Enterprise Zone for the Abatement of Sales Tax on Building Materials used exclusively for the remodeling (Savings estimated at \$22,275.00 for Phase I and \$66,177.00 for Phase II) of the existing facility located at 4204 West Main Street to accommodate Main Street Brewing Co. 4204 and;
Proposed incentive package for Phase II is \$110,957.00, or 9.6% of Total Project Cost.	2. Rebate 50% of incremental property taxes directly related to improvements (Estimated at \$8,956.00 annually) for five (5) years . 3. Item (1), (2) and (3) contingent upon approval of building and site plan being to code with the following conditions met by TJBC, Inc.:
Proposed incentive package for all phases is \$143,232.00, or 8.7% of Total Project Cost.	A. Invest no less than \$1,153,000.00 in Phase II at 4204 West Main Street limited to the remodeling and expansion of the existing secondary facility no later than July 31, 2015, and; B. Retain 38 Full Time Equivalent (FTE) jobs, and; C. Create eight (8) additional FTE jobs within the first year of operation, and; D. Create eight (8) additional FTE jobs within the second year of operation, and; E. Commit to annual sales subject to sales tax of no less than \$2,200,000.00, and; F. TJBC, Inc. and any heirs and/or successors shall remain and operate at the site for no less than ten (10) years, and; G. Compliance with all existing and applicable Federal, State, County and Local laws and ordinances.
Additional Documentation Provided:	

CITY OF BELLEVILLE
BUSINESS ASSISTANCE APPLICATION PART I- PROJECT INFORMATION:

(To be completed by Project Owner or Agent)

1. Name of Applicant: Todd Kennedy
2. Street Address: 308 Country Club Acres
3. City: Belleville State: IL ZIP: 62223
4. Name of Business/Company (if different from applicant): Main Street Brewing Co 4204
- 4a. Federal Tax I.D. #: 20-1209880
5. Contact Person/Title: Todd Kennedy Pres/CEO
- 5a. Phone: ⁶¹⁸ 620-8612 Fax: _____ e-mail: jkennedy@charter.net
6. Street Address of Proposed Project: 4204 West Main St (annex old Popeyes)
- 7a. Name of Property Owner: (Todd Kennedy) TJB Co Inc
- Street Address: ⁶¹⁸ ~~308~~ 101 Eastgate Plaza City/State: East Alton IL ZIP: 62224
- Phone: 251-9570 Fax: ⁶¹⁸ 251-9575 e-mail: jkennedy@charter.net
8. Permanent Parcel # 08-18-0-218-007
(From Real Estate Tax Bill or St. Clair County Assessor's Office)
- 9a. Is project located in the City of Belleville Enterprise Zone? NO YES
(See attached Map)
- 9b. Is project located within a Tax Increment Financing (TIF) District? NO YES District # 3
(See attached Map)
- 9c. Is project located within a Façade Improvement District? No Yes District # _____
(See attached map)
10. General Description of Proposed Project:
Converting existing Popeyes Building into
9000 sf brewing facility
11. Project Classification: (specify) Commercial Industrial SIC # (Standard Industrial Classification)
12. Type of Project: New Construction Remodeling/Rehab of Existing Building
 Expansion of Existing Building
13. Is this a new business or existing business? New Existing
14. Expected Project Start Date: 3/1/15 Expected Project Completion Date: 5/15/15

15. Estimated Cost of:
 Remodeling/Rehabilitation (Total): \$ 31,000
 Labor: \$ 16,000
 Material: \$ 15,000
 New Construction (Total): \$ 600,000
 Labor: \$ 300,000
 Material: \$ 280,000
 Capital Equipment: \$ 522,000
 Site (Acquisition/Preparation, etc.) \$ _____
 Total Estimated Project Cost: \$ 1,153,000

16. Number of Full Time Equivalent (FTE) Jobs*:
 a. Presently at project location: 38
 b. Present Jobs to be Retained**: 38
 c. Created*** within one (1) year of project completion: 8 4 FTE - ES. 1/23/15
 d. Additional Jobs Created after one (1) year and within two (2) years: 8

17. Does this project involve a move from another location: NO YES
 (If YES, indicate City and State): _____

18. Projected Annual Sales Subject to Sales Tax: 400,000 First Year

19. Incentives Being Sought:

- Certificate of Eligibility for Sales Tax Exemption (EZ)
- Abatement of Property Tax on Incremental Improvements (Areas where only EZ OR TIF exist)
- Rebate of Property Tax on Incremental Improvements (TIF/EZ Overlap Area)
- Façade Improvement Reimbursement

***Full-time equivalent job" means a job in which the new employee works for the recipient or for a corporation under contract to the recipient at a rate of at least 35 hours per week. A recipient who employs labor or services at a specific site or facility under contract with another may declare one full-time, permanent job for every 1,820 man hours worked per year under that contract. Vacations, paid holidays, and sick time are included in this computation. Overtime is not considered a part of regular hours.

****"Full-time retained job" means any employee defined as having a full-time or full-time equivalent job preserved at a specific facility or site, the continuance of which is threatened by a specific and demonstrable threat, which shall be specified in the application for development assistance. A recipient who employs labor or services at a specific site or facility under contract with another may declare one retained employee per year for every 1,750 man hours worked per year under that contract, even if different individuals perform on-site labor or services

****"Created" means the number of jobs for which persons are hired or are expected to be hired within 2 years as a result of the new investment, not including construction jobs or spin-offs that may be created.

DEVELOPMENT AGREEMENT
(SECOND AMENDMENT)

This agreement made this 17th day of February, 2015 by and between the City of Belleville, Illinois (the "City") and TJBC, Inc. ("TJBC, Inc."):

WITNESSETH:

WHEREAS, TJBC, Inc. has invested a minimum of \$490,000.00 to complete Phase I ("Phase I") of the remodeling and façade improvements at the existing primary facility located at 4204 West Main Street in Belleville (the "Project"); and

WHEREAS, TJBC, Inc. intends to invest a minimum of \$1,153,000.00 to complete Phase II ("Phase II") of the remodeling and expansion of the existing secondary facility located at 4204 West Main Street in Belleville (the "Project"); and

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

Responsibilities of the City of Belleville

1. Certification of project's location in Belleville Enterprise Zone for the Abatement of Sales Tax on Building Materials used exclusively for the remodeling (Savings estimated at \$22,275.00 for Phase I and \$66,177.00 for Phase II) of the existing facility located at 4204 West Main Street to accommodate Main Street Brewing Co. 4204 and;
2. Rebate 50% of incremental property taxes directly related to improvements (Estimated at \$8,956.00 annually) for five (5) years and;
3. Façade improvement reimbursement of 20% per façade (Reimbursement not to exceed \$10,000.00) of cost of façade improvements for two (2) facades in Phase I at 4204 West Main Street, after documentation of costs incurred has been received and approved by the City of Belleville.

Responsibilities of TJBC, Inc.

- A. Invest no less than \$490,000.00 in Phase I at 4204 West Main Street limited to the remodeling of the existing primary facility no later than September 1, 2014, and;
- B. Invest no less than \$1,153,000.00 in Phase II at 4204 West Main Street limited to the remodeling and expansion of the existing secondary facility no later than July 31, 2015, and;
- C. Retain 38 Full Time Equivalent (FTE) jobs, and;
- D. Create eight (8) additional FTE jobs within the first year of operation, and;
- E. Create eight (8) additional FTE jobs within the second year of operation, and;
- F. Commit to annual sales subject to sales tax of no less than \$2,200,000.00, and;
- G. TJBC, Inc. and any heirs and/or successors shall remain and operate at the site for no less than ten (10) years, and;
- H. Compliance with all existing and applicable Federal, State, County and Local laws and ordinances.

Penalties

In the event that TJBC, Inc. fails to meet its obligations under Sections (A), (B), (C), (D), (E), (F), (G) or (H) of the section entitled "Responsibilities of TJBC, Inc." of the Development Agreement, all public funds provided under (2) and (3) of the section entitled "Responsibilities of the City of Belleville" received to date as per the Development Agreement from the City of Belleville shall be repaid to the City of Belleville and all remaining amounts to be provided if any, shall be terminated.

Miscellaneous

1. Entire Agreement. This Agreement and any written amendments hereto shall constitute the entire agreement between the parties. Neither party shall be bound by any terms, conditions, statements or representations, not herein contained. Each party hereby acknowledges that in executing this Agreement it has not been induced, persuaded or motivated by any promise or representation made by the other party, unless expressly set forth herein. All previous negotiations, statements and preliminary agreements by the parties or their representatives are merged in this Agreement.
2. Validity. It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement is held by a court of law to be illegal or in conflict with any law of the State of Illinois, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.
3. Notices. Notices, or other communications required or which may be given under this Agreement shall be in writing, and delivered either personally, or by certified or registered mail, to the addresses indicated for each party below after their respective signatures, or to such other address as designated by a party similar notice to the other party. Date of notice shall be the date of delivery in the case of delivered notice or the date of posting in the mail in the case of mail notice.
4. Signage. Agree to allow City to place on the premises a sign indicating financial assistance has been provided by the City of Belleville for a minimum of fifteen (15) days each before and after opening of the facility.
5. Current with Payments. Agree to pay in full the City of Belleville on any outstanding invoices containing the name or names of the individual, company and/or corporation receiving the said inducements.
6. Execution of Agreement. If this agreement is not fully executed within sixty (60) days of City Council approval, it shall be considered null and void.
7. Prevailing Wage. Projects receiving incentives/inducements from the City of Belleville will be required to comply with the President's executive order no. 11246, as amended (prevailing wage).
8. Request of Payment. The party receiving inducements must officially request payment from the City. This must be done via letter to include documentation of private investment, jobs created, etc. as outlined in the section titled "Responsibilities of TJBC, Inc.".

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

By: _____
MAYOR

ATTEST: _____
CITY CLERK

TJBC, Inc.
101 Eastgate Plaza
East Alton, IL 62024

By: _____
Todd Kennedy, President/CEO

DRAFT

HAIER PLUMBING & HEATING, INC.

301 Elkton Street * P. O. Box 400 * Okawville, IL 62271

Phone: 618-243-5908 * Fax: 618-243-5900

CITY OF BELLEVILLE, ILLINOIS
EAST CREEK WATERSHED

CHANGE ORDER REQUEST #1 - BEC780

FOR: Scott Knight - Crawford, Murphy & Tilly

DATE: 30-Dec-14

RE: EXTRA: ROCK BACKFILL FOR DRIVEWAY

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
1	CA7 ROCK	100	Ton	\$ 18.50	\$ 1,850.00
2	CA6 ROCK	10	Ton	\$ 15.50	\$ 155.00
3	Tandem w/ Driver	4	Hrs	\$ 95.00	\$ 380.00
4	590 Backhoe w/ Operator	4	Hrs	\$ 110.00	\$ 440.00
					\$ -
TOTAL FOR CHANGE ORDER REQUEST #1					\$ 2,825.00

HAIER PLUMBING & HEATING, INC.

301 Elkton Street * P. O. Box 400 * Okawville, IL 62271

Phone: 618-243-5908 * Fax: 618-243-5900

CITY OF BELLEVILLE, ILLINOIS
EAST CREEK WATERSHED

CHANGE ORDER REQUEST #2 - BEC780

FOR: Scott Knight - Crawford, Murphy & Tilly

DATE: 29-Jan-15

RE: EXTRA: COST TO BORE & JACK THE SHERMAN FORCEMAIN CROSSING IN LIEU OF DIRECTIONAL BORING

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
1	Cost as bid for directional boring	80	LF	\$ 156.95	\$ 12,556.00
2	Cost to bore and jack instead	80	LF	\$ 274.07	\$ 21,925.60
					\$ -
TOTAL ADDITIONAL COST TO DO BORE & JACK					\$ 9,369.60

Attached is the breakdown prepared by Adam Rossel of all costs involved in doing both methods of this work. Please review this list for material, labor, equipment, etc. costs involved.

8" IN 14" STEEL CASING	LF	80	\$ 156.95	\$ 12,556.22		
14" steel casing .250*(EAGLE)	LF	80	\$ 25.89	\$ 2,071.20	115%	\$ 2,381.88
casing spacers	LF	15	\$ 33.39	\$ 500.85	115%	\$ 575.98
end seals	LF	2	\$ 50.00	\$ 100.00	115%	\$ 115.00
8" pvc	LF	80	\$ 7.15	\$ 572.00	115%	\$ 657.80
rock	TONS	10	\$ 16.00	\$ 160.00	100%	\$ 160.00
dig pit& make bore	HR	12	580	\$6,960.00	100%	\$ 6,960.00
install pipe	HR	4	380	\$1,520.00	100%	\$ 1,520.00
						\$ 12,370.66
						\$ 12,556.22

8" IN 14" STEEL CASING	LF	80	\$ 274.07	\$ 21,925.68		
14" steel casing .250*(EAGLE)	LF	80	\$ 25.89	\$ 2,071.20	115%	\$ 2,381.88
casing spacers	LF	15	\$ 33.39	\$ 500.85	115%	\$ 575.98
end seals	LF	2	\$ 50.00	\$ 100.00	115%	\$ 115.00
8" pvc	LF	80	\$ 7.15	\$ 572.00	115%	\$ 657.80
misc materials	LF	380	\$ 3.00	\$ 1,140.00	115%	\$ 1,311.00
bore	LF	80	\$ 20.00	\$ 1,600.00	100%	\$ 1,600.00
rock	TONS	60	\$ 16.00	\$ 960.00	100%	\$ 960.00
haul-equip + <i>excess dirt</i>	HR	20	90	\$1,800.00	100%	\$ 1,800.00
dig pit& make bore	HR	24	415	\$9,960.00	100%	\$ 9,960.00
backfill	HR	4	145	\$580.00	100%	\$ 580.00
install pipe	HR	4	415	\$1,660.00	100%	\$ 1,660.00
						\$ 21,601.66
						\$ 21,925.68

Labor rates include tools, service truck

CITY OF BELLEVILLE

BID OPENING DATA SHEET

SUBJECT: 2015 2-Wheel Drive Light Duty Dump Truck
DATE: 1-23-15 TIME: 10:00 AM PLACE: Conf Room

WITNESSES:

Dallas B. Cook
CITY CLERK'S OFFICE

Jo Mueller
PURCHASING OFFICE

E. Rose Cashel
DEPARTMENT HEAD'S OFFICE

OTHER _____

VENDORS PRESENT:

Paul Huck
NAME

Lou Fusz Ford
COMPANY

James deWilliers
NAME

Midwest Systems Truck Equipment
COMPANY

NAME _____

COMPANY _____

NAME _____

COMPANY _____

NAME _____

COMPANY _____

NAME _____

COMPANY _____

BID OPENING NOTES:

Roesch Ford	49,090.00	
Dave Sinclair	48,611.00	47,421.00
Mertz Ford	47,374.20	
Auffenberg Ford	51,700.00	(2016)
Tri-Ford	49,530.00	
Lou Fusz Ford	48,195.00	

AGREEMENT FOR PROFESSIONAL SERVICES

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

DATE December 16, 2014

PROJECT SHRINE SEWER EXTENSION
PROJECT NO. 14-249
DEPARTMENT Design Engineering
PROJECT TYPE Wastewater

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 SHRINE SEWER EXTENSION, which work is hereinafter referred to as the PROJECT.

SECTION 2 SCOPE OF SERVICES

BACKGROUND

ENGINEER prepared a Sewer Extension Evaluation memorandum in March 2014 examining options for transporting wastewater from the vicinity of DeMazenod Drive to the City of Belleville sewer system. The sewer would serve a proposed development north of IL-15 and west of DeMazenod Drive, and would convey sewage to the City of Belleville's existing 88th Street Lift Station at Foley Drive. Anticipated flow rates were estimated based on limited development data available at the time. Two force main routing alternatives were explored:

- Alternative 1 would run north across the potential development property to Briar Hill Road, then follow the alignments of Briar Hill Road and Foley Drive to the 88th Street Lift Station.
- Alternative 2 will run west along IL-15, north along the west side of IL-157 (Bluff Road) and east along Foley Drive to the 88th Street Lift Station.

CLIENT has requested a proposal from ENGINEER to provide design and permitting services for Alternative 1. The proposal also includes ENGINEER providing assistance to CLIENT during the bidding phase of the proposed project.

ENGINEER will require information from the Site Developer to support the design, sizing, and routing of the proposed improvements. This information may include, but is not limited to: site plans, on-site sewer layout, lift station siting, and land use data to support flow development. ENGINEER will coordinate the delivery of this information through the CLIENT.

TASK 1 SURVEY

ENGINEER will perform a site survey in sufficient detail to prepare construction documents. ENGINEER will establish horizontal control points and vertical benchmarks within the project site. The survey shall follow the proposed pipe routing. Survey for the piping within right-of-way shall extend from the street centerline 20-ft past the edge of right-of-way. The survey of the route through undeveloped areas shall extend 30 feet on each side of the proposed centerline. The survey for the lift station site will provide sufficient ground and break line shots to define features including edge of pavement, edge of gravel, culverts, pipes, boxes, structures, drives, fences, and utilities, trees and landscaping will be located in the improved areas.

TASK 2 INFORMATIONAL TITLE REPORTS

The need to investigate easements is anticipated for the lift station and force main improvements. ENGINEER will obtain up to twenty seven (27) 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.

TASK 3 EASEMENT DOCUMENT PREPARATION

ENGINEER will prepare up to twenty seven (27) 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 4 GEOTECHNICAL INVESTIGATION

ENGINEER will explore the subsurface conditions for the PROJECT area at select locations and develop general design and construction recommendations for the earth-related phases of the project. ENGINEER will perform a total of up to four (4) geotechnical borings over the project area including in the area of the proposed lift station and proposed roadway crossings.

Results of the investigation and laboratory testing will be analyzed and compiled into a report, which will also include a geological overview of the PROJECT area, explanation of the site

conditions, project area topography map, and boring location scheme, subsurface conditions, foundation considerations, and construction considerations.

TASK 5 DESIGN AND PERMITTING

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

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

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

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

30% DESIGN

- ENGINEER will establish the preliminary force main routing and footprint of the lift station in sufficient detail for CLIENT to initiate easement and property acquisition.
- ENGINEER will perform calculations to determine estimated sanitary flow contribution and determine preliminary lift station and force main characteristics.
- Sanitary flow contribution and force main routing will be based on proposed site development plans and details to be provided by CLIENT.
- ENGINEER will prepare 30% design plans for CLIENT review. The anticipated sheets will include:
 - Cover Sheet (1)
 - Key Map (1)
 - Plan Sheets (42)
- 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 design calculations
- ENGINEER will prepare a 30% Opinion of Probable Construction Cost
- 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.

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)
 - Legend & General Notes (1)
 - Key Map (1)
 - Survey Control (1)
 - Erosion Control Plan (1)
 - Plan Sheets (42)
 - Lift Station Details and Sections (8 sheets)
 - Detail Sheets (5)
- ENGINEER will prepare 90% Front End Specifications
- ENGINEER will prepare 90% General Specifications
- ENGINEER will prepare 90% Technical Specifications
- ENGINEER will prepare an updated 90% Opinion of Probable Construction Cost
- ENGINEER will prepare 90% Final Design Report
- ENGINEER will organize and conduct a 90% review meeting with CLIENT

FINAL DESIGN

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

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 PROJECT, including technical documentation as prepared in TASK 3.
- ENGINEER will prepare an IDOT Utility Permit with supporting documentation on behalf of CLIENT for the construction of the PROJECT, including technical documentation as prepared in TASK 3.

- CLIENT will provide signature approval on the permit applications for ENGINEER to submit to the regulating agency. ENGINEER will provide responses to questions and comments from the regulating agency.

TASK 6 BIDDING ASSISTANCE

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

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

ASSUMPTIONS AND CLARIFICATIONS

This proposal is based on the following assumptions and clarifications.

1. This proposal is based on limited information available to the CLIENT and ENGINEER. CLIENT will provide an updated development site plan and other information as necessary for use in design.
2. Informational Title Reports and Easement Document Preparation are assumed for up to 27 parcels along the proposed lift station and force main route. If these services are required for additional parcels, CLIENT will be billed on a TIME and MATERIAL fee basis and only after written approval is received from CLIENT.
3. This proposal assumes that the force main route and location will be established at the time this scope of services commences. Changes to the route after this scope of services has started will require a change to this contract for additional services.
4. This scope of work does not include environmental, wetlands, endangered species, or archaeological surveys.
5. 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.
6. 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.
7. This proposal does not include assistance for the negotiation or acquisition of property or easements.
8. CLIENT shall be responsible for payment of all applicable permit application fees.
9. 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 6 months of receiving a notice to proceed. Completion of this SCOPE OF SERVICES within the estimated timeframe is contingent upon receiving required information from the Site Developer through the CLIENT in a timely manner to support the design, sizing, and routing of the proposed lift station and force main improvements.

SECTION 4 COMPENSATION

The ENGINEER agrees to perform the tasks 1 through 5 within SECTION 2 SCOPE OF SERVICES for a NOT TO EXCEED fee of \$227,148 dollars (TWO HUNDRED TWENTY SEVEN THOUSAND, ONE HUNDRED FORTY EIGHT AND 00/100 USD) unless scope changes occur. CLIENT will be billed in ¼ hour increments, for labor using the rates within SECTION 5 PROFESSIONAL SERVICE RATES. The ENGINEER may submit invoices as frequently as monthly.

The estimated NOT TO EXCEED fee is split between the following tasks as follows:

Task	Description	Estimated Fee
1	Survey	\$ 32,185
2	Informational Title Reports	\$ 17,115
3	Easement Document Preparation	\$ 9,353
4	Geotechnical Investigation	\$ 5,920
5	Design and Permitting	\$ 156,345
6	Bid Phase Services	\$ 6,230
		\$ 227,148

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: Shrine Sewer Extension
525 W. Main St., Suite 125
Belleville, IL 62220

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

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

SECTION 5 PROFESSIONAL SERVICE RATES

HUMAN RESOURCE

Project Manager/Engineer I	75 USD per hour
Project Manager/Engineer II	95 USD per hour
Project Manager/Engineer II	115 USD per hour
Project Manager/Engineer IV	135 USD per hour
Project Manager/Engineer V	155 USD per hour
Project Manager/Engineer VI	175 USD per hour
Project Manager/Engineer VII	195 USD per hour
Project Manager/Engineer VIII	205 USD per hour

Technician/Admin I	40 USD per hour
Technician/Admin II	55 USD per hour
Technician/Admin III	70 USD per hour
Technician/Admin IV	85 USD per hour
Technician/Admin V	100 USD per hour
Technician/Admin VI	115 USD per hour
Technician/Admin VII	130 USD per hour
Technician/Admin VIII	145 USD per hour

REIMBURSABLES AND EQUIPMENT

Electronic Surveying Equipment	66 USD per day
Concrete Air Test	18 USD per test
Vehicle	0.65 USD per mile
All Other Direct Costs	115%
All Subconsultant Costs	115%

SECTION 6 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/OWNER where ENGINEER'S services are performed.

6. SERVICES AND INFORMATION

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

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

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

7. SUCCESSORS AND ASSIGNS

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

8. RE-USE OF DOCUMENTS

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

9. TERMINATION OF AGREEMENT

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

10. SEVERABILITY

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

11. INVOICES

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

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

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

12. CHANGES

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

13. CONTROLLING AGREEMENT

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

14. EQUAL EMPLOYMENT AND NONDISCRIMINATION

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

15. HAZARDOUS MATERIALS

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

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

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

16. EXECUTION

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

17. LIMITATION OF LIABILITY

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

18. LITIGATION SUPPORT

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

19. UTILITY LOCATION

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

20. ESCALATION

Annual rate escalation of 6% effective January 1, 2016.

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 7 INCORPORATION OF EXHIBITS

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

- Exhibit A Shrine Sewer Extension – Location Map
- Exhibit B Shrine Sewer Extension – Manhour Estimate

SECTION 8 ACCEPTANCE

The parties hereto agree as set forth in the preceding pages numbered 1 - 11 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

Carlos V. Huddleston

print name

Managing Partner *PRINCIPAL*

print title

12/18/14
date

date

m:\projects\2014\14-249 shrine sewer extension\20 design\contract management\14-249_shrine sewer extension agreement.docx

14-249/14



CITY OF BELLEVILLE SANITARY SEWER
EXTENSION EVALUATION

GONZALEZ COMPANIES, LLC
 2775 HANCOCKVILLE BLVD
 BELLEVILLE, MISSOURI 63404
 PHONE: 636.331.1814
 FAX: 636.331.1814
 WWW.GONZALEZCOS.COM



EXHIBIT A
SHRINE SEWER EXTENSION
LOCATION MAP

SHRINE SEWER EXTENSION
 MANHOOR ESTIMATE
 PREPARED BY BF
 QA'ED BY P/J/KK

EXHIBIT B

ROW ID	PHASES, TASKS AND MILESTONES	Project Manager/ Engineer VII	Project Manager/ Engineer VI	Project Manager/ Engineer V	Project Manager/ Engineer IV	Technician/ Admin VI	Technician/ Admin IV	HOURS
1.00	Survey							
1.01	Survey - Boundary and Control Survey		2	4				6
1.02	Survey - Topographic Survey		2	4				6
	SUM SUMMARY	0	4	8	0	0	0	12
2.00	Informational Title Reports							
2.01	Obtain Title Reports (27 assumed)		2	8				10
	SUM SUMMARY	0	2	8	0	0	0	10
3.00	Easement Document Preparation							
3.01	Easement Documents (27 assumed)		2	8				10
	SUM SUMMARY	0	2	8	0	0	0	10
4.00	Geotechnical Investigation							
4.01	Geotechnical Investigation and Report		4	4				8
	SUM SUMMARY	0	4	4	0	0	0	8
5.00	30% Design							
5.01	Establish preliminary FM route and LS site		12	8			8	28
5.02	Lift Station Calculations		24	4				28
5.03	30% Design Plans							0
5.04	Cover Sheet (1)			1			2	3
5.05	Key Map (1)			1			2	3
5.06	Plan Sheets (42)		20	8	48		96	172
5.07	30% Basis of Design Memorandum		12	4	16		4	36
5.08								
5.09	30% Internal QA (with revisions)	8	12	12	4		16	52
5.10	30% Submittal Package			4				4
5.11	Utility Coordination (correspondence only)				8			8
5.12	30% Meeting and Site Walkthrough		8	8				16
	SUM SUMMARY	8	88	50	76	0	128	350

SHRINE SEWER EXTENSION
 MANHOURL ESTIMATE
 PREPARED BY BF
 QA'ED BY PJ/KK

EXHIBIT B

ROW ID	PHASES, TASKS AND MILESTONES	Project Manager/ Engineer VII	Project Manager/ Engineer VI	Project Manager/ Engineer V	Project Manager/ Engineer IV	Technician/ Admin VI	Technician/ Admin IV	HOURS
--------	------------------------------	-------------------------------	------------------------------	-----------------------------	------------------------------	----------------------	----------------------	-------

5.20	90% Design							0
5.21	90% Design Plans							2
5.22	Cover Sheet (1)						2	4
5.23	Legend and General Notes (1)			2			2	2
5.24	Key Map (1)						2	2
5.25	Survey Control (1)						2	2
5.26	Plan and Profile Sheets (42)		24	8	20		120	172
5.27	Erosion Control Plan (1)						8	8
5.28	Lift Station Details and Sections (8)		48	4			80	132
5.29	Details (5)		8	12	4		24	48
5.30	90% Front End Specifications		4	8				12
5.31	90% General Specifications (meas & pymt)		4	8				12
5.32	90% Technical Specifications		32	8				40
5.33	90% Opinion of Probable Construction Cost		4	4		16	4	28
5.34	90% Final Design Report		2	4	16		8	30
5.35	90% Int. QA w/ Const. Review (+revisions)	8	16	8	8		16	56
5.36	90% Submittal Package		8	4	4			16
5.37	90% Submittal Review Meeting	8						16
5.38	SUB: Structural			4				4
5.39	SUB: MEP			4				4
SUM	SUMMARY	16	150	84	54	16	268	588

5.40	Final Design							
5.41	Final Design Plan Revisions	4	12	8	12		24	60
5.42	Final Specifications	2	8	4	4			18
5.43	Final Opinion of Probable Construction Cost	4	4	4		8	4	24
SUM	SUMMARY	10	24	16	16	8	28	102

5.60	Permitting							
5.61	IEPA Sewer Construction	2	2	16	4		8	32
5.62	IDOT Right-of-Way	2	2	16	4		8	32
SUM	SUMMARY	4	4	32	8	0	16	64

SHRINE SEWER EXTENSION
 MANHOUR ESTIMATE
 PREPARED BY BF
 QA'ED BY P/JKK

EXHIBIT B

ROW ID	PHASES, TASKS AND MILESTONES	Project Manager/ Engineer VII	Project Manager/ Engineer VI	Project Manager/ Engineer V	Project Manager/ Engineer IV	Technician/ Admin VI	Technician/ Admin IV	HOURS
6.00	Bidding Assistance							
6.01	Prebid Meeting		2	4		4		10
6.02	Sale of Bid Sets			2				2
6.03	Response to Bidders Questions		2	4	4		4	14
6.04	Bid Opening			2				2
6.05	Review of Submitted Bids		2	4				6
6.06	Bid Award Recommendation	2	2	4				8
SUM	SUMMARY	2	8	20	4	4	4	42
TOTAL		40	286	230	158	28	444	1186



MEMO

TO: Master Sewer Committee

FROM: E. Royce Carlisle, Director

DATE: January 30, 2015

SUBJECT: Additions to Shrine Sewer Extension Contract

The attached information is additions to the Shrine Sewer Contract with language changes by the City Attorney Garret Hoerner.

SECTION 6 TERMS AND CONDITIONS

1. STANDARD OF PERFORMANCE

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

2. INSURANCE

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

3. OPINIONS OF PROBABLE COST (COST ESTIMATES)

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

4. CONSTRUCTION PROCEDURES

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

5. CONTROLLING LAW

This Agreement is to be governed by the law of the state of 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. Furthermore, CLIENT/OWNER may terminate this Agreement for its convenience and without cause by giving no less than ten (10) business days written notice to ENGINEER. 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.~~

~~18.17 **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.~~

~~19.18 **UTILITY LOCATION**~~

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

~~20.19 **ESCALATION**~~

~~Annual rate escalation of 6% effective January 1, 2016.~~

~~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.~~

~~25.20. 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.~~

~~26.21. 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 7 INCORPORATION OF EXHIBITS

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

- Exhibit A Shrine Sewer Extension – Location Map
- Exhibit B Shrine Sewer Extension – Manhour Estimate

SECTION 8 ACCEPTANCE

The parties hereto agree as set forth in the preceding pages numbered 1 - 11 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

Carlos V. Huddleston

print name

Managing Partner

print title

date

date

m:\projects\2014\14-249 shrine sewer extension\20 design\contract management\14-249_shrine sewer extension agreement.docx

CITY OF BELLEVILLE

BID OPENING DATA SHEET

SUBJECT: Demolitions

DATE: 2-4-15

TIME: 10:00 AM

PLACE: Council Chambers

WITNESSES:

CITY CLERK'S OFFICE

[Signature]

PURCHASING OFFICE

Jo Mueller

DEPARTMENT HEAD'S OFFICE

OTHER

[Signature]

VENDORS PRESENT:

Tommy Shaffer
NAME

Bud Sparks
NAME

Nick Stutz
NAME

Ed Creek
NAME

NAME

NAME

S. Shaffer Exc.
COMPANY

HAYES Contracting
COMPANY

Stutz Excavating Inc.
COMPANY

Hank's Ex & Tel INC
COMPANY

COMPANY

COMPANY

BID OPENING NOTES:

Hayes Contracting	58,641.47
Hank's Excavating	56,000.00
Shaffer Excavating	35,945.00
Freeman Environmental	147,500.00
Stutz Excavating	40,980.00



Date: February 12, 2015

Subj: Housing Department Proposal

Alderman;

We currently have three part-time inspectors, two electrical and one mechanical, working for the Housing Department. An electrical inspector is retiring in September and the one mechanical inspector is retiring in May. The other part-time electrical inspector is also certified in HVAC and can conduct the mechanical inspections.

After the two present inspectors retire I am proposing that the two part-time positions be eliminated into one full-time position. This will cover both the electrical and mechanical inspections. I believe this will be beneficial in providing better customer service by having an electrical and mechanical inspector available eight hours a day five days a week.

The cost of the three inspectors totaled \$50,059 in 2014 and the salary of the one full-time position is proposed at \$50,025 plus insurance coverage.

The Health and Housing committee as well as the Finance committee have both approved this proposal.

Thank you for your consideration in this matter.

Bob Sabo

**City of Belleville
Finance Committee Meeting
Minutes
December 8, 2014
City Hall First Floor Council Chambers**

In Attendance

(A) Committee Members

**Mike Heisler, Alderman
Jim Musgrove, Alderman
Phil Silsby, Alderman
Janet Schmidt, Alderman
Trent Galetti, Alderman
Paul Seibert, Alderman
Kent Randle, Alderman
Jim Davidson, Alderman**

(B) Guests

**Michael Hagberg
Joe Hayden, Alderman Ward 5
Bob White, Alderman Ward 6
Gene Norber, EDR
Mike Buettner
Rick Schmidt
Hal Inabinet**

(C) Staff

**Mayor Eckert
Jamie Maitret, Finance Director
Dean Hardt, City Treasurer
Eric Schauster, Economic Development**

Chairman Silsby called the meeting to order at 7:00pm.

Chairman Silsby explained the evacuation procedures. In case of a fire everyone should go across the street and stand by the St. Clair County sign and wait for

further instructions. In the event of a severe storm everyone should follow the signs and go down to the basement.

Chairman Silsby opened public participation.

Michael Hagberg- 701 Centreville Ave.

Mr. Hagberg commented on city ordinances and the state statutes pertaining to the natural gas use tax.

No one else wished to speak so public participation was closed.

Chairman Silsby stated that there were no corrections or comments on the minutes from the November 10, 2014 Meeting so they were approved as presented.

Motion to Approve the Technical Services Contract with Economic Development Resources

Eric Schauster explained that this contract is with Gene Norber from Economic Development Resources. He will develop the TIF and business district for the Shrine Project and help with the expansion of the current Enterprise Zone. Mr. Norber is experienced in providing such assistance.

Motion

Alderman Schmidt made a motion to approve the Technical Services Contract with Economic Development Resources. Alderman Seibert seconded. Roll call vote was taken. Alderman Heisler, Schmidt, Davidson, Seibert, Musgrove and Silsby voted yes. Alderman Randle and Galetti voted no. Mayor Eckert voted yes. The motion passed.

Approval of 2014 Tax Levy

The Finance Director commented that the main reason for the slight increase in the tax levy is the amount requested for the Fire Pension contribution. This request as well as the Police Pension contribution, is the amount actuarially determined by an independent firm. The amounts needed are based on state statute requirements to fund the pensions for the current year. Both Pension Boards have requested that these amounts be placed on the tax levy. The increase on an average home will be approximately \$13.00. The Finance Director also answered questions from Alderman Galetti.

Motion

Alderman Schmidt made a motion to approve the 2014 Tax Levy. Alderman Seibert seconded. Roll call vote was taken. Alderman Heisler, Schmidt, Randle, Davidson, Seibert, Musgrove and Silsby all voted yes. Mayor Eckert also voted yes. Alderman Galetti abstained. The motion passed.

Mayor Eckert left at 7:10pm.

Grass Cutting Bid

The Health and Housing Department did a RFP for a 3 year contract for grass cutting services. They are recommending that the committee approve the low bid from Grass Roots.

Motion

Alderman Schmidt made a motion to approve the low bid from Grass Roots for grass cutting services. Alderman Heisler seconded. Roll call vote was taken. Alderman Heisler, Schmidt, Randle, Davidson, Seibert, Galetti, Musgrove and Silsby all voted yes. The motion passed.

Discussion of City Investments

Dean Hardt told the committee that he is looking into different options for investing City funds. He has talked to local banks and other investment firms. He had a handout that explained the ICS (Insured Cash Sweep) Program in which deposits are made into money market accounts which are a secure and convenient way to safeguard large deposits. He also had an example of an investment proposal analysis from First Empire Securities a New York firm where CD's are negotiable. Alderman Randle had questions about risks with these programs. Discussion followed. The Treasurer will work with the Finance Director to determine how much money can be invested. No motion is needed at this time.

Discussion of Upcoming 2015 Audit

The Finance Director explained that the current firm C.J. Schlosser's contract is up and the committee indicated that it would like to go out for RFP's this year. She would like some direction in this process to determine if the committee wants a new firm or will accept the lowest bid. No decision was made at this time.

Budget Amendments

The Finance Director commented that most of these amendments have been discussed.

Motion

Alderman Seibert made a motion to approve the budget amendments as recommended by the Finance Director. Alderman Schmidt seconded. Roll call vote was taken. Alderman Heisler, Schmidt, Randle, Davidson, Seibert, Galetti, Musgrove, and Silsby all voted yes. The motion passed.

Revenue Sources

Receive and file.

The Finance Director answered questions about the fluctuations in the local use tax and the state payments.

Motion

Alderman Heisler made a motion to receive and file the revenue sources. Alderman Schmidt seconded. All attending members voted yes. The motion passed.

Motion

Alderman Schmidt made a motion to go into Executive Session to review previous Executive Session Minutes at 7:37pm. Alderman Heisler seconded. All attending members voted yes. The motion passed.

The committee returned to regular session at 7:39pm.

Motion

Alderman Schmidt made a motion to release the Executive Session Minutes from May 12, 2014 and August 11, 2014. All attending members voted yes. The motion passed.

Alderman Randle asked the Finance Director to look into the questions Michael Hagberg raised during public participation pertaining to the gas use tax. She will contact Azavar and bring back her findings.

Alderman Hayden commented that he would like a Leaf Act Program to be considered during the budget process. He has received many calls about leaf disposal now that burning is no longer permitted.

Motion

Alderman Schmidt made a motion to adjourn at 7:42pm. Alderman Galetti seconded. All attending members voted yes. The motion passed.

Memorandum

DATE: FEBRUARY 10, 2015

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 February 16, 2015.

- Motion to approve the low bid of \$17,344 from International Mulch for playground rubber mulch at Bellevue Park.
- Motion to approve low bid of \$27,463 from Sonnenberg for parks asphalt sealing and striping.
- Motion to waive/release liens on 1106 West Main Street as requested by the Belleville Historical Society.
- Motion to approve low bid of \$169,700 from C.J. Schlosser & Co. to provide audit services for five years.
- Motion to approve service order with AT&T for rate reductions on current services.
- Motion to approve the budget amendments as recommended by the Finance Director.

CITY OF BELLEVILLE

BID OPENING DATA SHEET

SUBJECT: Playground Mulch

DATE: 2-4-15

TIME: 10:00 AM

PLACE: Council Chamber

WITNESSES:

Dale B. Cook
CITY CLERK'S OFFICE

J. Mueller
PURCHASING OFFICE

J. B. B.
DEPARTMENT HEAD'S OFFICE

OTHER _____

VENDORS PRESENT:

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

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

BID OPENING NOTES:

Cunningham Recreation	22,651.22
New Toys	19,910.00
National Playground	20,847.00
All Inclusive Rec	18,399.00
International Mulch	17,344.00

City of Belleville
NuPlay Nuggets Playground Mulch and Mats
RFP No. 2014-10

1. Notice to Bidders

Bids will be accepted by the City of Belleville for NuPlay Nuggets Playground Mulch and Mats. Specifications and terms of delivery and payment are available from the Finance Department, 101 S. Illinois St., Belleville, IL. For specific questions, please contact Jason Poole, Belleville Parks Department, 618-233-6518 Ext. 2290.

Sealed bids must be submitted in triplicate and marked "PLAYGROUND MULCH-RFP No. 2014-10" to the City Clerk's Office, 101 S. Illinois St., Belleville, IL 62220 on or before 10:00 a.m., Wednesday, February 4, 2015, to be opened in the City Clerk's Office at this time. Bids shall be awarded at a later date by the Belleville City Council.

The Belleville City Council reserves the right to reject any and all bids or to waive technicalities.

2. Specifications

NuPlay Nuggets Playground Mulch and Mats

1. Provide NuPlay Nuggets for 5,400 sq. ft of play area at a depth of 6". Color to be Forest Green. Product must be 100% nugget and 100% recycled rubber. Average size piece to be 1/2" to 1". Product must have a 10 year warranty against complete color loss. Product must meet American Society for Testing and Materials (ASTM) 1292 and ASTM 1951. Product is to be packaged in super sacs or other mutually agreed upon packaging.
2. Provide twelve (12) 2" thick 32" X 54" beveled edge recycled rubber mats. Mat must meet ASTM F1292-04.
3. Total cost to include delivery to Belleville, IL. Specific location TBD.
4. Please note that this bid is for **product only**. Installation is to be done by others.

For questions, please contact Jason R. Poole at (618)233-6518 Ext. 2290.

CITY OF BELLEVILLE

BID OPENING DATA SHEET

SUBJECT: Parks Asphalt Sealing + Stripings

DATE: 2-3-15

TIME: 10:20 AM

PLACE: Conf Room

WITNESSES:

Jennifer Starnes
CITY CLERK'S OFFICE

Jo Mueller
PURCHASING OFFICE

A. B. Boll
DEPARTMENT HEAD'S OFFICE

OTHER _____

VENDORS PRESENT:

PAUL TEGENKAMP

NAME

JUSTIN MAMBERN

NAME

NAME

NAME

NAME

NAME

ROUTERS ASPHALT

COMPANY

SONNENBERG ASPHALT

COMPANY

COMPANY

COMPANY

COMPANY

COMPANY

BID OPENING NOTES:

Sonnenberg

16,900 Tennis Courts (Bill Bond)

3,940 NCC

6,623 Richland Creek Green Way

27,463

Rooters

20,400 Tennis Courts (Bill Bond)

3,360 NCC

5,820 Richland Creek Green Way

29,580

City of Belleville
Parks Asphalt Sealing and Striping
RFP No. 2014-09

1. Notice to Bidders

Bids will be accepted by the City of Belleville for asphalt sealing and striping at the following locations:

- A. East End Park Tennis Courts, 501 Forest Ave, Belleville, IL
- B. Bellevue Park Tennis Courts, 401 Bellevue Park Drive, Belleville, IL
- C. Nichols Community Center Parking Lot, 515 East D St, Belleville, IL
- D. Richland Creek Greenway Trail from Metro Bike Link to 2nd St, Belleville, IL

Specifications and terms of payment are available from the Finance Department, 101 S. Illinois St., Belleville, IL and online at www.belleville.net. For specific questions, please contact Jason R. Poole, Belleville Parks and Recreation Department, 618-233-1416.

Sealed bids must be submitted in triplicate and marked "**Parks Asphalt Sealing and Striping, RFP No. 2014-09**" to the City Clerk's Office, 101 S. Illinois St., Belleville, IL, 62220 on or before **10:00 AM, Tuesday, February 3, 2015**, to be opened in the City Clerk's Office at this time. Bids shall be awarded at a later date by the Belleville City Council.

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

Parks Asphalt Sealing and Striping Various Locations Belleville, Illinois

East End Tennis Courts, 501 Forest Ave, Belleville, IL

Bellevue Tennis Courts, 401 Bellevue Park Dr, Belleville, IL

1. Clean and prepare surface for patching and recoloring. Power washers to be used as necessary.
2. Fill all cracks with CBR. CBR is a mixture of Portland cement, sand, and a latex bonding agent designed for tennis court patching.
3. Fill low areas with CBR to improve drainage as needed. Material to be leveled with a straight edge.
4. All repairs to be ground smooth with surface grinder.
5. All repairs will receive one coat of acrylic resurfacer to blend patched areas.
6. Apply one coat of acrylic resurfacer to the entire area. Color to match existing areas.
7. Layout two tennis courts per USTA standards for doubles play. Lines to be hand painted with white line paint.
8. White vinyl covers to be replaced at the top of nets as well as the center strap. Height to be adjusted accordingly to meet USTA standards.
9. Total area of two locations is approximately 28,000 sq. ft.

Nichols Community Center, 515 East D St, Belleville, IL

1. Area to be sealed is approximately 22,000 sq. ft. including parking lot and rear fenced area.
2. Clean the areas of loose debris and vegetation.
3. Apply one coat of MAC 52 PS Pavement Sealer or similar product. Sealant shall exceed Federal Specification R-P-355E and ASTM D 3320 Emulsified Coal Tar Pitch (Mineral Colloidal Type), for the percentage of Non-Volatile and ash percentage of Non-Volatile. R.P. 355-E is a specification of federal standards for product criteria and wearability test.
4. Install epoxy, thermoplastic or other approved pavement markings as currently in place.

Richland Creek Greenway Trail, from Skateboard Park, 709 North 2nd St, to Metro Bike Link at North End Park, 1204 North Douglas Ave, Belleville, IL

1. Area to be sealed is approximately 3,850 linear feet. Trail is approximately 10 ft in width.
2. Clean the areas of loose debris and vegetation.
3. Apply one coat of MAC 52 PS Pavement Sealer or similar product. Sealant shall exceed Federal Specification R-P-355E and ASTM D 3320 Emulsified Coal Tar Pitch (Mineral Colloidal Type), for the percentage of Non-Volatile and ash percentage of Non-Volatile. R.P. 355-E is a specification of federal standards for product criteria and wearability test.
4. Install epoxy, thermoplastic, or other approved pavement markings as currently in place.

Jamie Maitret

From: Belleville Historical Society [bellevillehistoricalsociety@gmail.com]
Sent: Wednesday, January 14, 2015 4:08 PM
To: Brian Flynn
Cc: <jstarnes@belleville.net>; <jmaitret@belleville.net>; <meckert@belleville.net>
Subject: Re: Historical Society Liens

Bryan Flynn, et. al.

The Belleville Historical Society requests of the City that they vacate the liens on the property at 1106 West Main Street and 100-102 North 11th Street as per agreement in 2011 and 2013, respectively. All liens were recorded on previous owners.

Thank you for your attention to this matter.

Larry Betz, President
Belleville Historical Society

Sent from my iPhone

On Jan 14, 2015, at 11:50 AM, "Brian Flynn" <bflynn@flynnguymon.com> wrote:

Larry,

The city is preparing to put this on the agenda for the finance committee to consider. Please submit a letter stating what you are seeking and why. That way each of the council members can have a clear picture of what is going on.

I am not sure when the next committee meeting is but I assume the clerk's office can let you know.

Thank you and please hit reply all so that everyone will have a copy of your letter/email.

Sincerely,

/s/ Brian D. Flynn
Attorney at Law
Flynn Guymon & Garavalia
300 West Main, Suite 4
Belleville, IL 62220
Ph #: (618)233-0480
Fax #: (618)233-0601

NOTICE: This communication is covered by the Electronic Communications Privacy Act, found at 18 USC 2510 et seq and is intended to remain confidential and is subject to applicable attorney/client and/or work product privileges. If you are not the intended recipient of this message, or if this message has been addressed to you in error, please immediately alert the sender by reply e-mail and then delete this message and all attachments. Do not deliver, distribute or copy this message and/or any attachments, and if you are not the intended recipient, do not disclose the contents or take any action in reliance upon the information contained in this communication or any attachments.

Jamie Maitret

From: Brian Flynn [bflynn@flynnguymon.com]
Sent: Wednesday, January 14, 2015 4:23 PM
To: Belleville Historical Society
Cc: jstarnes@belleville.net; jmaitret@belleville.net; meckert@belleville.net
Subject: RE: Historical Society Liens

Just so everyone is clear. I am preparing a lien release for the liens at 100-102 North 11th Street. These were to be released pursuant to a court case. The other liens at 1106 W. Main are for the committee/council to consider.

Thanks.

Brian

From: Belleville Historical Society [mailto:bellevillehistoricalsociety@gmail.com]
Sent: Wednesday, January 14, 2015 4:08 PM
To: Brian Flynn
Cc: <jstarnes@belleville.net>; <jmaitret@belleville.net>; <meckert@belleville.net>
Subject: Re: Historical Society Liens

Bryan Flynn, et. al.

The Belleville Historical Society requests of the City that they vacate the liens on the property at 1106 West Main Street and 100-102 North 11th Street as per agreement in 2011 and 2013, respectively. All liens were recorded on previous owners.

Thank you for your attention to this matter.

Larry Betz, President
Belleville Historical Society

Sent from my iPhone

On Jan 14, 2015, at 11:50 AM, "Brian Flynn" <bflynn@flynnguymon.com> wrote:

Larry,

The city is preparing to put this on the agenda for the finance committee to consider. Please submit a letter stating what you are seeking and why. That way each of the council members can have a clear picture of what is going on.

I am not sure when the next committee meeting is but I assume the clerk's office can let you know.

Thank you and please hit reply all so that everyone will have a copy of your letter/email.

Sincerely,

/s/ Brian D. Flynn

Attorney at Law
Flynn Guymon & Garavalia
300 West Main, Suite 4
Belleville, IL 62220
Ph #: (618)233-0480
Fax #: (618)233-0601

NOTICE: This communication is covered by the Electronic Communications Privacy Act, found at 18 USC 2510 et seq and is intended to remain confidential and is subject to applicable attorney/client and/or work product privileges. If you are not the intended recipient of this message, or if this message has been addressed to you in error, please immediately alert the sender by reply e-mail and then delete this message and all attachments. Do not deliver, distribute or copy this message and/or any attachments, and if you are not the intended recipient, do not disclose the contents or take any action in reliance upon the information contained in this communication or any attachments.

ATTORNEYS' TITLE GUARANTY FUND, INC.

ATG® COMMITMENT FORM – SCHEDULE B

Commitment No.: 140080802380

Effective Date: December 19, 2014 at 8:00 am

State Issued: IL

File Name: 14-2380

SECTION I
REQUIREMENTS

The following requirements must be met:

1. Pay the agreed amounts for the interest in the Land and/or the mortgage to be insured.
2. Pay us the premiums, fees, and charges for the policy.
3. Documents satisfactory to us creating the interest in the Land and/or the mortgage to be insured must be signed, delivered, and recorded.
4. You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the Land or who will make a loan on the Land. We may then make additional requirements or exceptions.
5. If ATG is acting as closing agent on behalf of the proposed Insureds, the following additional requirements must be satisfied at or prior to the closing:
 - a. The borrower and seller must bring a valid government issued photo ID bearing their signature to the closing.
 - b. Each seller must provide a valid forwarding address and social security number to be submitted to the IRS for 1099 purposes.
 - c. Payoff letters must be current and not subject to additional terms. We reserve the right to verify payoff figures prior to disbursement. Any additional funds required to satisfy a lien in full must be deposited by the parties involved immediately.
 - d. All funds brought to closing must be in the form of wire transfer, certified or cashier's check made payable to Attorneys' Title Guaranty Fund, Inc.
6. If the Property is Commercial and Extended Coverage over the five General Exceptions is requested, ATG should be furnished with the following:
 - a. A current ALTA/ASCM or Illinois Land Title Survey Certified to Attorneys' Title Guaranty Fund, Inc.;
 - b. A Properly executed ALTA Statement;Matters disclosed by the above documentation will be shown specifically on Schedule B.
NOTE: There will be an additional charge for this coverage.
7. The Good Funds provision of the Illinois Title Insurance Act (215 ILCS 155/26) became effective January 1, 2010. This law imposes stricter rules on the type of funds that can be accepted for real estate closings and requires wired funds in many circumstances. Contact your settlement agent to confirm the type of funds that are required for your transaction.
8. Per Illinois law, for closings on or after January 1, 2011, ATG will issue Closing Protection Letters to the parties to the transaction if it is closed by ATG or its approved title insurance agent.

Old Title & Escrow Service, Inc.
120 West Main, Suite 110
Belleville, IL 62220
618-235-7694

Member No. 808

Signature of Member or Authorized Signatory

9. If you are a lender, your ATG Closing Protection Letter will be valid only if you receive it in one of the following two ways, (1) as an email from the domain "@atgf.com," or (2) as a fax from a fax number that is in the range 312.224.0195 thru 312.224.0395 or 217.403.7400 thru 217.403.7459.

SECTION II EXCEPTIONS

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction:

Standard Exceptions

1. Rights or claims of parties in possession not shown by the Public Records.
2. Any encroachment, encumbrance, violation, variation, or adverse circumstance that would be disclosed by an inspection or an accurate and complete land survey of the Land.
3. Easements, or claims of easements, not shown by the Public Records.
4. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records; and
5. Taxes or special assessments that are not shown as existing liens by the Public Records.

Special Exceptions

1. Defects, liens, encumbrances, adverse claims, or other matters, if any, created, first appearing in the Public Records, or attaching subsequent to the Effective Date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Any loan policy issued pursuant to this Commitment will be subject to the following exceptions (a) and (b), in the absence of the production of the data and other matters contained in the ATG ALTA Statement form or an equivalent form:
 - a. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records;
 - b. Consequences of the failure of the lender to pay out properly the whole or any part of the loan secured by the mortgage described in Schedule A, as affecting: (i) the validity of the lien of said mortgage; and (ii) the priority of the lien over any other right, claim, lien, or encumbrance that has or may become superior to the lien of said mortgage before the disbursement of the entire proceeds of the loan.
3. Payment of the full consideration to, or for the account of, the grantors or mortgagors for the estate or interest to be insured.
4. Recordation or registration of duly executed and delivered instruments sufficient to create the estate or interest to be insured.
5. Taxes for the year 2014 and thereafter:

First installment 2013 taxes in the amount of \$21.45 is PAID.
Second installment 2013 taxes in the amount of \$21.45 is PAID.
Taxes for the year 2014 are not yet due and payable.

Permanent Index No. 08-21.0-318-003 (a part of Parcel 1 - lot 145)
Address: 102 N. Eleventh St., Belleville, IL 62220

6. Taxes for the year 2014 and thereafter:

First installment 2013 taxes in the amount of \$196.09 is PAID.
Second installment 2013 taxes in the amount of \$196.09 is PAID.
Taxes for the year 2014 are not yet due and payable.

Permanent Index No. 08-21.0-314-004 (a part of Parcel 1 - lot 158)
Address: 102 N. Eleventh St., Belleville, IL 62220

NOTE: Permanent Index No. 08-21.0-318-003 and 08-21.0-314-004 will be changed to 08-21.0-314-013 in the tax year 2014.

7. Taxes for the year 2014 and thereafter:

First installment 2013 taxes in the amount of - Exempt.
Second installment 2013 taxes in the amount of - Exempt.
Taxes for the year 2014 are not yet due and payable.

Permanent Index No. 08-21.0-335-021 (Parcel 2)
Address: 1106 W Main Street, Belleville, IL 62220

8. Notice of Securing Unsafe Structure lien in favor of City of Belleville and against Ellis A. Vernell, the owner of Lot 145 of West Belleville in the sum of \$120.00 plus cost and expense incurred, and recorded on November 19, 2012, as Document Number A02340542. (affects parcel 1)
9. Notice of Weed Cutting Lien in favor of City of Belleville and against, Vernel Ellis, the owner of Lots 145 and 158 of West Belleville in the sum of \$220.00 plus cost, and recorded on November 8, 2012, as Document Number A02339292. (affects parcel 1)
10. Notice of Weed Cutting Lien in favor of City of Belleville and against, Vernel Ellis, the owner of Lots 145 and 158 of West Belleville in the sum of \$290.00 plus cost, and recorded on February 19, 2013, as Document Number A02356299. (affects parcel 1)
11. Notice of Lien in favor of City of Belleville and against, Ellis A. Vernell, the owner of Lot, 158 of West Belleville in the sum of \$169.80 plus cost, and recorded on July 30, 2012 as Document Number A023242662. (affects parcel 1)
12. Notice of Lien in favor of City of Belleville and against, Ellis A. Vernell, the owner of Lot, 158 of West Belleville in the sum of \$169.80 plus cost, and recorded on December 28, 2011 as Document Number A02295291. (affects parcel 1)
13. Notice of Lien in favor of City of Belleville and against Robert Russell, the owner of Lots 158, 159, and 145 of Second Addition West Belleville in the sum of \$43.25 plus cost, and recorded on April 4, 1997, as Document Number A01368486. (affects parcel 1)
14. Notice of Lien in favor of City of Belleville and against, Robert Fricke, the owner of Lots 92 and 93 of First Addition to West Belleville in the sum of \$1,278.06 plus cost, and recorded on August 13, 1996 as Document Number A01336287. (affects parcel 2)
15. Notice of Weed Cutting Lien in favor of City of Belleville and against, Robert Fricke, the owner of Lots 92 and 93 of First Addition to West Belleville in the sum of \$225.75 plus cost, and recorded on December 7, 1999 as Document Number A01531741. (affects parcel 2)
16. Notice of Weed Cutting Lien in favor of City of Belleville and against, Robert Fricke, the owner of Lots 92 and 93 of First Addition to West Belleville in the sum of \$418.75 plus cost, and recorded on March 7, 2002 as Document Number A01666768. (affects parcel 2)
17. Notice of Weed Cutting Lien in favor of City of Belleville and against, Robert Fricke, the owner of Lots 92 and 93 of First Addition to West Belleville in the sum of \$223.75 plus cost, and recorded on November 21, 2002 as Document Number A01716898. (affects parcel 2)
#2,146.31
18. Rights or claims of parties in possession not shown by the Public Records.
19. Any encroachment, encumbrance, violation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encumbrances onto the Land of existing improvements located on adjoining land.

20. Easements, or claims of easements, not shown by the Public Records.
21. Resolution of the Board of Supervisors of St. Clair County recorded in Book 2017 at page 13 pertaining to the establishment of building lines on premises fronting on highways.
22. Rights of the public, the municipality and State of Illinois in and to that portion of the land taken or used for roadway purposes.
23. Rights of the public or quasi-public utility companies in and to any portion of the land used for utility purposes.
24. Rights of way for drainage ditches, feeders, tiles and laterals.
25. Building lines, easements and restrictions, of record.
26. No search has been made of the coal, oil, gas or other mineral title, and our policy, if and when issued, will except the coal, oil, gas and other mineral title, and all rights and easements in favor of the estate of said coal, oil, gas and other minerals.

NOTE FOR INFORMATION: Attention is directed to ordinance and regulations relating to connections, charges and liens for use of any public sewerage, water or other utility system serving the land referred to herein. We call your attention to the fact that all sewer and utility bills should be obtained from the offices supplying the service. We indicate only recorded liens.

NOTE FOR INFORMATION: The recording of any deed hereunder is contingent upon approval by Department of Mapping and Platting of St. Clair County, Illinois as to compliance with the Plat Act.

End of Schedule B

CITY OF BELLEVILLE

BID OPENING DATA SHEET

SUBJECT: Audit Services

DATE: 1/13/15

TIME: 3:00pm

PLACE: Clerk's Conference Room

WITNESSES:

Dallas B. Cook
CITY CLERK'S OFFICE

Jamie Martin
PURCHASING OFFICE

DEPARTMENT HEAD'S OFFICE

OTHER

VENDORS PRESENT:

Kim Tye
NAME

C. J. Schlosser Copy LLC
COMPANY

NAME

COMPANY

NAME

COMPANY

NAME

COMPANY

NAME

COMPANY

NAME

COMPANY

BID OPENING NOTES:

C. J. Schlosser

Total for 5 yrs
169,700



AT&T BUSINESS LOCAL CALLING
ILEC Confirmation Of Service Order
 Provided Pursuant to Standard Service Publication Rates and Terms

Customer	AT&T
CITY OF BELLEVILLE Street Address: 101 S ILLINOIS ST City: BELLEVILLE State/Province: IL Zip Code: 62220 Country: USA	The applicable AT&T ILEC Service-Providing Affiliate
Customer Contact (for Notices)	AT&T Contact (for Notices)
Name: Rich Peppers Title: IT Street Address: 101 S Illinois St City: Belleville State/Province: IL Zip Code: 62220 Country: Telephone: 618-234-1218 Fax: Email: rpeppers@belleville.net Customer Account Number or Master Account Number:	Name: ERIC DEEN Street Address: 909 CHESTNUT ST City: ST LOUIS State/Province: MO Zip Code: 63101 Country: Telephone: 314-919-7013 Fax: Email: ed427q@ATT.COM Sales/Branch Manager: BRAD LANE SCVP Name: TERRI DIGGS NORMAN Sales Strata: GOV ED Sales Region: EAST <u>With a copy (for Notices) to:</u> AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com
AT&T Solution Provider or Representative Information (if applicable) <input type="checkbox"/>	
Name: Company Name: Agent Street Address: City: State: Zip Code: Telephone: Fax: Email: Agent Code	

Customer agrees to purchase the Service identified below in accordance with this Confirmation of Service Order ("CSO") subject to the following, which are incorporated by reference: (a) THE TERMS OF THE APPLICABLE STATE TARIFF, IF THE SERVICE IS OFFERED PURSUANT TO TARIFF; OR (b) THE AT&T BUSINESS SERVICES AGREEMENT (BSA) FOUND AT <http://www.att.com/gen/public-affairs?pid=11695> IF THE SERVICE IS NOT OFFERED PURSUANT TO TARIFF. "Service Publication" means a Tariff, Guidebook or Service Guide. The Service is not assignable or otherwise transferable, nor may it be assumed in any manner, unless otherwise required by law or regulation.

The terms and conditions provided in this CSO are provided herein for convenience only and do not supersede or modify any applicable Service Publication in any way. In the event a Service Publication term or condition is changed in any way, the following is hereby modified at the same time to reflect that change.

The applicable AT&T Service Publication(s) for each state are identified in Attachment A.

The Effective Date of this CSO is the date signed by the last party.

AT&T California currently provides billing and collections services to third parties, which may place charges that Customer authorizes on its bill. To the extent that AT&T California makes blocking of such charges available, Customer may block third-party charges from its bill at no cost.

Customer (by its authorized representative)	AT&T (by its authorized representative)
By:	By:
Printed or Typed Name:	Printed or Typed Name:
Title:	Title:
Date:	Date:

**AT&T BUSINESS LOCAL CALLING
ILEC Confirmation of Service Order**

1. SERVICE, SERVICE PROVIDER and SERVICE DESCRIPTION

1.1 Service and Service Provider

Business Package ("Service")	Service Providing Affiliate(s) and Service Publication(s), as applicable
AT&T Business Local Calling ("BLC")	Listed in Attachment A

1.2 Service Description - Available Line Option Package(s); Service Components

Identified for the Service in applicable Service Publication(s)

1.3 Eligible Billing Telephone Numbers (BTNs)

See Attachment B

2. TERM and EFFECTIVE DATES

Term	12 Months
Term Start Date	The next calendar day following initial implementation of Service in the applicable AT&T systems
Effective Date of Rates, Discounts and Billing	Per Billing Telephone Number ("BTN"), on the next calendar day immediately following implementation of applicable Line Option Package in the applicable AT&T systems
Rates Following Termination of Service (per BTN) or Expiration of the Term	Applicable Service Publication rates in effect at time of expiration or termination

3. RATES and INITIAL ORDER

3.1. Monthly Rates

- (a) Rate Stability - The rates in this section 3 are stabilized until the end of the Term.
 (b) Line Option Packages – Monthly Rates

Package pricing does not include Additional Service Components as identified in the applicable Service Publication.

Line Option Packages	State Availability	Prices Per BLC Line, Per Month – 12 Month Term
Unlimited A (Option A)	AR, CA, IL, IN, KS, MI, MO, NV, OH, OK, TX, WI	\$40.00
Unlimited B (Option B)	AR, CA, IL, IN, KS, MI, MO, NV, OH, OK, TX, WI	\$35.00

3.2. Additional Service Components (Vertical Features) - Monthly Rates and Non-recurring Charges

Each Additional Service Component – Vertical Feature (as identified in the applicable Service Publication)	Monthly Rate	Installation Non-recurring Charge (NRC)
Per BLC line	\$3.00	As per applicable Service Publication

**AT&T BUSINESS LOCAL CALLING
ILEC Confirmation of Service Order**

3.3 Waiver of Non-Recurring Charges (NRCs) During Term

Waived Charges	Month of Term in which Charge is Waived
NRC for establishing a BLC line (Line Connection Charge)	Any
NRC for adding, rearranging or removing Hunting	Any
NRC for Additional Service Components	First month, only for Customer's initial order

3.4 Quantity Commitment

Number of BLC lines subscribed to on the initial order associated with BTNs listed in Attachment B ("Quantity Commitment")	
For AR, CA, IL, IN, KS, MI, MO, NV, OH, OK, TX, and/or WI	Quantity Commitment: 18

4. TERMINATION CHARGE; MINIMUM PAYMENT PERIOD

If Customer terminates the entire Service account before Term expiration without concurrently replacing it with an AT&T ILEC business local exchange service agreement with a term equal to or greater than the time remaining on the Term under this CSO, a Termination Charge applies based upon number of Lines subscribed to in the initial order. Early Termination charges will be billed to the Main Billing Telephone Number as identified in Attachment B.

Service Components	State(s)	Applicable Rate Applied for Calculation of Early Termination Charges	Minimum Payment Period per Service Component
Any Existing Service Components, and New Service Components, subject to Quantity Commitment	AR, CA, IN, KS, MO, NV, OH, OK, TX, WI	\$15.00	Until end of Term
Any Existing Service Components, and New Service Components, subject to Quantity Commitment	Illinois	\$6.50	Until end of Term
Any Existing Service Components, and New Service Components, subject to Quantity Commitment	Michigan	\$9.50	Until end of Term

The termination charges above may not apply if Customer terminates all or a portion of the Service for purposes of a migration to a qualifying AT&T Business Voice over IP (BVoIP) Service or AT&T Mobility Service as such migration is defined in the Service Publication.

5. GENERAL PROVISIONS

- Additional Lines under a BLC account may be ordered during the Term.
- Lines subscribed under a Line Option Package may not be placed on Customer-initiated temporary suspension.

Attachments A and B follow

**AT&T BUSINESS LOCAL CALLING
ILEC Confirmation of Service Order**

ATTACHMENT A

AT&T ILEC SERVICE PROVIDING AFFILIATES and SERVICE PUBLICATION(S), AS APPLICABLE

Service Provider(s)	Service Publication(s) (Incorporated by reference)	Service Publication Location(s)
AT&T Arkansas	AT&T Arkansas Guidebook, including Part 4, Sec. 5	http://cpr.att.com/guidebook/ar/index.html
AT&T California	AT&T California Guidebook, including Part 4, Sec. 5 and Part 8, Sec. 8 AT&T California Out of Territory Guidebook, incl. Part 4, Sec. 5 and Part 8, Sec. 8	http://cpr.att.com/guidebook/ca/index.html http://cpr.att.com/guidebook/cf/index.html#section1
AT&T Illinois	AT&T Illinois Guidebook, including Part 4, Section 5	http://cpr.att.com/guidebook/il/index.html
AT&T Indiana	AT&T Indiana Guidebook, including Part 4, Sec. 5	http://cpr.att.com/guidebook/in/index.html
AT&T Kansas	AT&T Kansas Guidebook, including Part 4, Section 5	http://cpr.att.com/guidebook/ks/index.html
AT&T Michigan	AT&T Michigan Guidebook, including Part 4, Sec. 5	http://cpr.att.com/guidebook/mu/index.html
AT&T Missouri	AT&T Missouri Guidebook, including Part 4, Section 5	http://cpr.att.com/guidebook/mo/index.htm
AT&T Nevada	AT&T Nevada Guidebook, including Part 2, Sec. 12.19 and Part 8, Sec. 8	http://cpr.att.com/guidebook/nv/index.html#section1
AT&T Ohio	AT&T Ohio Guidebook, including Part 4, Sec. 5	http://cpr.att.com/guidebook/oh/index.html
AT&T Oklahoma	AT&T Oklahoma Guidebook, including Part 4, Section 5	http://cpr.att.com/guidebook/ok/index.html
AT&T Texas	AT&T Texas Guidebook, including Part 4, Section 5	http://cpr.att.com/guidebook/tx/index.html
AT&T Wisconsin	AT&T Wisconsin Guidebook, including Part 4, Sec. 5	http://cpr.att.com/guidebook/wg/index.html

SUPERINTENDENT
MATTHEW J. KLOSTERMAN

BOARD OF EDUCATION:

KEITH M. JOHNSON
JUDINE M. KEPLAR
GARY L. LAWRENCE
KENYA M. LOGAN
JOE A. ROBERTSON
AARON M. SNIVELY
DIANNE E. ZIMMERMANN

TERRA R. HILMES
Secretary

Belleville
Public
Schools
Where Quality Education
is a Tradition
District 118



February 4, 2015

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

Dear Mr. Cook:

I am requesting permission to hold the annual Belleville School District #118 parade on Monday, May 18, 2015. Our rain date would be May 19, 2015.

The parade will assemble at Washington School on South Charles Street and leave at 9:30 a.m. The parade route will be the same as last year per the enclosed map:

North on South Charles Street to East Main Street
West on East Main Street to North 3rd Street
North on North 3rd Street to Franklin School
Parade ends at Hough Park

We request assistance in traffic and pedestrian control during the parade and the remainder of the day. Also, I am enclosing a copy of our Certificate of Coverage from Catlin for the picnic/parade.

We are very grateful for all of the cooperation given to us in the past.

Thank you.

Sincerely,

Ryan L. Boike, Ed.D.
Assistant Superintendent for Finance
Belleville Public School District #118

Administrative Offices – 105 West "A" Street – Belleville, Illinois 62220 – 618-233-2830 – FAX 618-233-8355

Website: <http://www.belleville118.org>

Belleville Public School District #118 receives Federal Funds in the form of Title I, Title II and IDEA



City of Belleville, IL

Mayor Mark Eckert

101 South 11th St.

Belleville, IL 62220

To Whom It May Concern:

Please accept this as our formal request for street closures on June 20, 2015. We will once again be hosting our Pride Festival on this day.

We would like to request the hours of 8:00am until Midnight as in previous years.

We would like to close the street right at the fountain before 1st Street and close it down to Firestone on 3rd. We will not be allowing any vendors in front of Governor French Academy, however this will allow the bands to come in and out to set up in a much safer forum. We will be moving the stage back down to 2nd Street close to Club Escapade as it was done in previous years.

We will need electricity on both sides of West Main as well as on the corners of 1st and 2nd. I will be there to help facilitate placement of the electricity the day before the festival.

We are requesting 15 tables and 40 garbage totes to be placed out behind Club Escapade the day before festival. We will make sure that these are all returned to the same area after the event for easy pickup.

Please feel free to contact me with any concerns.

Sincerely,

Sarah Sowell

MEPSI Board Member/Founder

mep.sarahs@gmail.com



SEPTEMBER 11 MEMORIAL WALKWAY OF SOUTHERN ILLINOIS

Part of the Belleville Cultural Enrichment Organization, a 501 (c)(3)

PO Box 7913

Belleville, IL 62222

www.wtcmemorial.us

February 6, 2015

To: Mayor Mark Eckert
City Clerk Dallas Cook
Members of the Belleville City Council

On behalf of the September 11th Memorial Walkway of Southern Illinois Committee, I respectfully request permission to host our 4th Annual 5K Run in the City of Belleville. The purpose of this event is to raise funds for the construction of the permanent site of the 9/11 Memorial Walkway to be located at the Belleville Fire Department Administrative Office, 1125 South Illinois Street in Belleville.

The Annual 5K run/walk will be held on Sunday, September 13, 2015, with a start time of 9:11 am. The start and finish area is North 3rd Street and West C St, between Hough Park and Franklin School. The course is a combination of city streets and the bike trail, see attached for a map of the course.

If possible we would like to have 1 or 2 police officers available for traffic control at TBD locations. We will also need street barricades and traffic cones placed in certain areas of the course.

With the City of Belleville's support, we hope this will be another successful fundraiser for the 9/11 Memorial Walkway of Southern IL.

Sincerely,

Dave Zahn

618.444.1390



Dear City Council,

The Belleville Area Humane Society is planning our second Halloween Pet Parade for Sunday, Oct 25th 2014 at 1 pm. By having our event on a Sunday, we hope to incur as little disruption as possible to downtown businesses.

The proposed start would be the city owned parking lot located at 9th and West Main and the parade would proceed east on West Main towards the fountain ending at 1st and West Main with a small street celebration.

Immediately following the parade, we propose closing West Main from the cross walk entrance to West Main St to 2nd and also 1st St from A Street to Washington. There will be social gathering from 1-4pm for our patrons with their dogs. The event will include costume contests for dogs and their owners along with family friendly music. Our plan is to involve the families and pets in our community.

We would also request the use of 20 barricades and 20 cones from the Street Dept to close the side streets. We propose the use of volunteers for the closing of side streets.

We also request no parking signs along the parade route on that morning until after the duration of the parade.

The Belleville Area Humane Society is grateful for this opportunity to create a unique event in the Metro-east and we appreciate your consideration.

Respectfully,
Shelly Tribout-Korves
Kathy Simmons,
Belleville Area Humane Society

RESOLUTION NO. 3212

WHEREAS, the Belleville Veterans Memorial Day Association is sponsoring a Memorial Day Parade in the City of Belleville which event constitutes a public purpose;

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

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

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

BE IT FURTHER RESOLVED, that this closure shall occur during the approximate time period between 9:30 a.m. and 11:30 a.m. on Monday, May 24, 2015.

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

BE IT FURTHER RESOLVED, that traffic from this closed portion of highway shall be detoured over routes with an all weather surface that can accept the anticipated traffic, which will be maintained to the satisfaction of the Department and which is conspicuously marked for the benefit of traffic diverted from the State highway. (The parking of vehicles shall be prohibited on the detour routes to allow an uninterrupted flow of two way traffic.) *The detour route shall be as follows: No detour route necessary – the parade will break to let traffic through.

*To be used when appropriate.

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

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

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

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

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

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

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

BE IT FURTHER RESOLVED, that the Belleville Veterans Memorial Day Association hereby agrees to assume all liabilities and pay all claims for any damage which shall be occasioned by the closing, described above.

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

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

ADOPTED by the City Council of the City of Belleville this 17th day of February, 2015.

Dallas B. Cook, City Clerk

APPROVED by the Mayor of the City of Belleville this 18th day of February, 2015.

ATTEST:

Dallas B. Cook, City Clerk

Mark W. Eckert, Mayor

RESOLUTION NO. 3213

WHEREAS, the Ainad Shrine Temple is sponsoring a parade in the City of Belleville which event constitutes a public purpose;

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

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

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

BE IT FURTHER RESOLVED that this closure shall occur during the approximate time period between 7:30 p.m. and 10:30 p.m. on Friday, May 29, 2015.

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

BE IT FURTHER RESOLVED, that traffic from this closed portion of highway shall be detoured over routes with an all weather surface that can accept the anticipated traffic, which will be maintained to the satisfaction of the Department and which is conspicuously marked for the benefit of traffic diverted from the State highway. (The parking of vehicles shall be prohibited on the detour routes to allow an uninterrupted flow of two way traffic.) *The detour route shall be as follows: No detour route is necessary – the parade will break to let traffic through.

*To be used when appropriate.

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

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

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

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

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

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

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

IS IT FURTHER RESOLVED that the Ainad Shrine Temple hereby agrees to assume all liabilities and pay all claims for any damage which shall be occasioned by the closing described above.

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

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

ADOPTED by the City Council of the City of Belleville this 17th day of February, 2015.

Dallas B. Cook, City Clerk

APPROVED by the Mayor of the City of Belleville this 18th day of February, 2015.

ATTEST:

Dallas B. Cook, City Clerk

Mark W. Eckert, Mayor

RESOLUTION NO. 3214

WHEREAS, the GREATER BELLEVILLE CHAMBER OF COMMERCE is sponsoring the CHILI COOK-OFF EVENT in the City of Belleville which event constitutes a public purpose;

WHEREAS, this CHILI COOK-OFF will require the temporary closure of Route 159, a State Highway in the City of Belleville AT THE PUBLIC SQUARE;

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

NOW THEREFORE, be it resolved by the City Council of the City of Belleville that permission to close off Route 159 AT THE PUBLIC SQUARE as above designated, be requested of the Illinois Department of Transportation.

BE IT FURTHER RESOLVED, that this closure shall occur during the approximate time period between 5:00 PM on Thursday, OCTOBER 1, 2015 until 12 AM on Saturday, OCTOBER 3, 2015.

BE IT FURTHER RESOLVED, that this closure is for the public purpose of HOLDING THE CHILI COOK-OFF.

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

*To be used when appropriate.

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

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

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

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

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

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

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

BE IT FURTHER RESOLVED, that the GREATER BELLEVILLE CHAMBER OF COMMERCE hereby agrees to assume all liabilities and pay all claims for any damage which shall be occasioned by the closing described above.

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

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

ADOPTED by the City Council of the City of Belleville this 17th day of February, 2015.

Dallas B. Cook, City Clerk

APPROVED by the Mayor of the City of Belleville this 18th day of February, 2015.

ATTEST:

Dallas B. Cook, City Clerk

Mark W. Eckert, Mayor

**2015
DETOUR ROUTE
FOR
CHILI COOK-OFF**

5:00 PM OCTOBER 1, 2015 UNTIL 12:00 AM OCTOBER 6, 2015

SOUTH BOUND TRAFFIC

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

NORTH BOUND TRAFFIC

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

TRUCK DETOUR

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

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

RESOLUTION NO. 3215

WHEREAS, the Ancient Order of Hibernians is sponsoring a St. Patrick's Day Parade in the City of Belleville which event constitutes a public purpose;

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

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

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

BE IT FURTHER RESOLVED that this closure shall occur during the approximate time period between 11:00 a.m. until 1:00 p.m. on Saturday, March 14, 2015.

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

BE IT FURTHER RESOLVED, that traffic from this closed portion of highway shall be detoured over routes with an all weather surface that can accept the anticipated traffic, which will be maintained to the satisfaction of the Department and which is conspicuously marked for the benefit of traffic diverted from the State highway. (The parking of vehicles shall be prohibited on the detour routes to allow an uninterrupted flow of two way traffic.) *The detour route shall be as follows: No detour route necessary – the parade will break to let traffic through.

*To be used when appropriate.

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

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

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

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

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

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

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

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

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

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

ADOPTED by the City Council of the City of Belleville this 17TH day of February, 2015.

Dallas B. Cook, City Clerk

APPROVED by the Mayor of the City of Belleville this 18th day of February, 2015.

ATTEST:

Linda Fields, City Clerk

Mark W. Eckert, Mayor

RESOLUTION NO. 3216

WHEREAS, the Veteran's Memorial Monument Committee is sponsoring a memorial ceremony in the City of Belleville which event constitutes a public purpose;

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

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

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

BE IT FURTHER RESOLVED that this closure shall occur during the approximate time period between 8:00 a.m. to 1:00 p.m. on November 11, 2015.

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

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

*To be used when appropriate.

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

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

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

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

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

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

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

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

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

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

ADOPTED by the City Council of the City of Belleville this 17th day of February, 2015.

Dallas B. Cook, City Clerk

APPROVED by the Mayor of the City of Belleville this 18th day of February, 2015.

ATTEST:

Dallas B. Cook, City Clerk

Mark W. Eckert, Mayor

**2015
DETOUR ROUTE
FOR
VETERAN'S MEMORIAL CEREMONY**

8:00 A.M. TO 1:00 P.M. NOVEMBER 11, 2015

SOUTH BOUND TRAFFIC

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

NORTH BOUND TRAFFIC

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

TRUCK DETOUR

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

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

RESOLUTION NO. 3217

WHEREAS, the OKTOBERFEST OF BELLEVILLE is sponsoring the OKTOBERFEST EVENT in the City of Belleville which event constitutes a public purpose;

WHEREAS, this OKTOBERFEST will require the temporary closure of Route 159, a State Highway in the City of Belleville AT THE PUBLIC SQUARE;

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

NOW THEREFORE, be it resolved by the City Council of the City of Belleville that permission to close off Route 159 AT THE PUBLIC SQUARE as above designated, be requested of the Illinois Department of Transportation.

BE IT FURTHER RESOLVED, that this closure shall occur during the approximate time period between 5 PM on Thursday, SEPTEMBER 17, 2015 until 12 AM on Sunday, SEPTEMBER 20, 2015.

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

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

*To be used when appropriate.

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

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

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

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

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

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

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

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

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

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

ADOPTED by the City Council of the City of Belleville this 17th day of February, 2015.

Dallas B. Cook, City Clerk

APPROVED by the Mayor of the City of Belleville this 18th day of February, 2015.

ATTEST:

Dallas B. Cook, City Clerk

Mark W. Eckert, Mayor

**2015
DETOUR ROUTE
FOR
OKTOBERFEST**

5:00 PM, SEPTEMBER 17, 2015 TO 12:00 AM, SEPTEMBER 20, 2015

SOUTH BOUND TRAFFIC

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

NORTH BOUND TRAFFIC

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

TRUCK DETOUR

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

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

PERMIT RESOLUTION

WHEREAS, the City of Belleville, located in the County of St. Clair, State of Illinois, wishes to replace an existing retaining wall according to conditions and restrictions of Permit No. 8-28881, within the right of way of FAP Route 600, which by law comes under the jurisdiction and control of the Department of Transportation of the State of Illinois; and,

WHEREAS, a permit from said Department is required before said work can be legally undertaken by said City of Belleville; now,

THEREFORE, be it resolved by the City of Belleville, County of St. Clair, State of Illinois:

FIRST: That we do hereby request from the Department, State of Illinois, a permit authorizing the City of Belleville to proceed with the work herein described.

SECOND: That we hereby pledge the good faith of the City Council of the City of Belleville AND guarantee that all work shall be performed in accordance with the conditions of the permit to be granted by the Department of Transportation of the State of Illinois; and, to hold the State of Illinois, Department of Transportation, harmless on account of any damages that may occur to persons or property during the prosecution of such work; and, assume all liability for damages to persons or property due to accidents or otherwise by reason of the work which is to be performed under the provisions of said permit.

THIRD: That the proper officers of the City Council are hereby instructed and authorized to sign said permit in behalf of the City of Belleville.

I, _____, hereby certify the above to be a true copy of the Resolution passed by the _____, County of _____, State of Illinois.

Dated this _____ day of _____, A. D., 2015

City Clerk

CORPORATE SEAL