



CITY FLAG  
DESIGNED BY  
FREDERICK L. LANGE  
JULY 6, 1964

**CITY COUNCIL AGENDA  
CITY OF BELLEVILLE, IL  
NOVEMBER 2, 2015  
AT 7:00 P.M.**

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

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

**2. ROLL CALL ALDERMEN**

**3. ROLL CALL DEPARTMENTS HEADS**

**4. PLEDGE OF ALLEGIANCE**

**5. PUBLIC HEARING**

5-A. Right-of-Way vacation at Foley Drive and Frank Scott Parkway.

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

- (a) Members of the public may address the City Council in accordance with Section 2.06(g) of the Illinois Open Meetings Act (5 ILCS 120/2.06(g));
- (b) Public comments are limited to three (3) minutes per speaker;
- (c) The subject of public comments shall be reasonably related to matters(s) identified on the meeting agenda and/or other city business;
- (d) Repetitive public comments should be avoided, to the extent practical, through adoption of prior public comment (e.g. agreeing with prior speaker);
- (e) The following conduct is prohibited during public participation:
  - Acting or appearing in a lewd or disgraceful manner;

- Using disparaging, obscene or insulting language;
  - Personal attacks impugning character and/or integrity;
  - Intimidation;
  - Disorderly conduct as defined in Section 30-1-2 of this revised code of ordinances.
- (f) Any speaker who engages in such prohibited conduct during public participation shall be called to order by the chair or ruling by the chair if a point of order is made by a sitting alderman.

**7. PRESENTATIONS, RECOGNITIONS & APPOINTMENTS**

- 7-A. A member of the BASIC Youth Board will recognize the Character word of the month “PEACE” working and living in harmony with each other.

**8. APPROVAL OF MINUTES**

- 8-A. Council Meeting – October 19, 2015.

**9. CLAIMS, PAYROLL AND DISBURSEMENTS**

- 9-A. Motion to approve claims and disbursements in the amount of **\$1,712,817.49**.
- 9-B. Motion to approve payroll week ending October 16, 2015 in the amount of **\$831,707.70** and week ending October 30, 2015 in the amount of **\$816,396.07**.

**10. REPORTS**

- 10-A. City Attorney report dated November 2, 2015.

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

11-A. **MOTION FROM ZONING BOARD OF APPEALS:**

11 (A-1). **30-Oct15 – Mary E. Eitzenhefer**

Request for a Use variance in order to utilize lots 6 & 7 on N. 1<sup>st</sup> St., parcel numbers: 08-21.0-217-026 & 08-21.0-217-027, for storage of construction equipment and materials located in a B-1 Multi Family Zoning District. (Applicable portion of zoning code: 60-6-24.) Ward 2 Ordinance #7899

11 (A-2). **31-Oct15 – Toot’s Cake & Candy Supplies**

Request for a Sign Installation permit in the Area of Special Control in order to place two (2) window graphics at 314 E. Main St., parcel number: 08-22.0-340-004, located in a C-2 Heavy Commercial Zoning District. (Applicable portion of zoning code: 53-4-1.) Ward 6 Ordinance #7900

12

11 (A-3). **32-Oct15 – Kuehn, Beasley & Young P.C.**

Request for a Sign Installation permit in the Area of Special Control in order to place two (2) flush mounted signs at 23 S. First St., parcel number: 08-21.0-443-036, located in a C-2 Heavy Commercial Zoning District. (Applicable portion of zoning code: 53-4-1.) Ward 5 Ordinance #7901

11 (A-4). **33-Oct15 – Meckfessel Tire Company**

Request for a Sign Installation permit in the Area of Special Control in order to place four (4) flush mounted signs at 415 W. Main St., parcel number: 08-21.0-434-005, located in a C-2 Heavy Commercial Zoning District. (Applicable portion of zoning code: 53-4-1.) Ward 2 Ordinance #7902

11 (A-5). **34-Oct15 – Lindenwood University**

A request for a Special Use Permit for the following properties 2001 West Main (08-20.0-220-016); 2007 W. Main (08-20.0-220-013); 2027 W. Main (08-20.0-220-008); 2111 W. Main (08-20.0-

217- 028); 2115 W. Main (08-20.0-217-027); 2120 W. Main (08-20.0-223-012); 2121 W. Main (08-20.0- 217-025); 2129 W. Main (08-20.0-217-024); 2203 W. Main (08-20.0-217-023); 2209 W. Main (08-20.0-217-022); 2415/2417 W. Main (08-20.0-214-008); 2419/2421 W. Main (08-20.0-214-007); 2425 W. Main (08-20.0-214-006); 2427 W. Main (08-20.0-214-004); 2000 W A St. (08-20.0-220-007); 2003 W A St. (08-20.0-218-008); 2007 W A St. (08-20.0-218-007); 2011 W A St. (08-20.0-218-006); 2021 W A St. (08-20.0-218-004); 2023/2025 W A St. (08-20.0-218-001); 2024 W A St. (08-20.0-220-001); 2110 W A St. (08-20.0-217-012); 2200 W A St. (08-20.0-217-008); 2204 W A St. (08-20.0-217-006); 2208 W A St. (08-20.0-217-005); 2212 W A St. (08-20.0-217-004); 2216 W A St. (08-20.0-217-002); 2218 W A St. (08-20.0-217-001); 2709 Sassy (08-20.0-101-072); 2713 Sassy (08-20.0-101-071); 2717 Sassy (08-20.0-101-070); 2706 Godfrey (08-20.0-100-012); 2708 Godfrey (08-20.0-100-011); 2713 Godfrey (08-20.0-101-030); 2715 Godfrey (08-20.0-101-029); 16 S. 21<sup>st</sup> (08-20.0-224-006); 30 S. 21<sup>st</sup> (08-20.0-224-001); 103 N. 21<sup>st</sup> (08-20.0-216-006); 107 S. 27<sup>th</sup> (08-20.0-101-044); 109-111 S. 27<sup>th</sup> (08-20.0-101-043); 206 S. 27<sup>th</sup> (08-20.0-105-007); 210 S. 27<sup>th</sup> (08-20.0-105-035); 214 S. 27<sup>th</sup> (08-20.0-105-002); 273 S. 27<sup>th</sup> (08-20.0-101-034); 100 N. 27<sup>th</sup> (08-20.0-210-016); 102 N. 27<sup>th</sup> (08-20.0-210-019); 104 N. 27<sup>th</sup> (08-20.0-210-025); 10 S. 29<sup>th</sup> (08-20.0-101-046); 120 S. 29<sup>th</sup> (08-20.0-101-020); 210 S. 29<sup>th</sup> (08-20.0-101-014); 300 S. 29<sup>th</sup> (08-20.0-101-005); 304 S. 29<sup>th</sup> (08-20.0-101-069); 500 S. 29<sup>th</sup> (08-20.0-100-005); 5 -10 Creston Arms Court (08-20.0-101-056); 11-14 Creston Arms Court (08-20.0-101-057) to be used by Lindenwood University as dormitories & student dwelling units. Said properties are located in A-2 Two Family, B-1 Multi Family, C-1 Light Commercial & C-2 Heavy Commercial zoning

districts. (Applicable portions of zoning code: 60-6-19, 60-6-25, 60-6-44, 60-6-50.) Ward 2 Ordinance #7904

**11-B. MOTION FROM FINANCE COMMITTEE:**

- 11 (B-1). Motion to Proceed with South 11<sup>th</sup> Street Interceptor Sewer Extension.
- 11 (B-2). Motion to Approve South 11<sup>th</sup> Street Extension Contract Agreement for Professional Services with TWM.

**11-C. MOTION FROM ADMINISTRATION:**

- 11 (C-1). Motion to approve opening a segregated savings account with The Bank of Edwardsville with \$20,000 set aside for underground storage tank requirements for the Office of the State Fire Marshall.

**12. COMMUNICATIONS**

12-A. Communication from Keith Owens requesting the “The Old Belleville Historic Luminary Walk” on Friday, December 11 (6:00 – 9:00PM) and Saturday, December 12 (5:00 – 9:00PM). Requesting to close off Abend from Main Street to Garfield and Garfield to Mascoutah Ave.- lining the streets with candle-filled luminaries (Requesting the streets to be closed from 3:00 to 10:00 for set-up and clean-up on both days). There will be Carolers and Choirs singing on the route, serving hot cider, s-mores, candy canes, and ginger bread, horse drawn carriage rides, Saint Nicholas, Open houses, Koerner House with a quilt exhibit and the Garfield Tavern open for snacks and choirs and Geo-Cache activity for kids.

12-B. Communication from Jim Karwoski, of the Belleville Hockey

Program, requesting permission to hold their Annual 5K run and half mile fun run on Thursday, November 26, 2015, which is Thanksgiving Day, beginning at 8:00 a.m. The same route as before and they are requesting that Main Street from the Public Square to 16<sup>th</sup> Street be blocked off and they are requesting one police officer.

**13. PETITIONS**

**14. RESOLUTIONS**

14-A. **RESOLUTION 3243**

A Resolution to change scope of work for Community Development PY15' Project – Dutch Hollow Bridge.

**15. ORDINANCES**

15-A. **ORDINANCE 7899-2015**

30-Oct15 – Mary E. Eitzenhefer.

15-B. **ORDINANCE 7900-2015**

31-Oct15 – Toot's Cake & Candy Supplies.

15-C. **ORDINANCE 7901-2015**

32-Oct15 – Kuehn, Beasley & Young P.C.

15-D. **ORDINANCE 7902-2015**

33-Oct15 – Meckfessel Tire Company

15-E. **ORDINANCE 7903-2015**

An Ordinance amending Chapter 52 (Traffic) of the revised ordinances of the City of Belleville, Illinois as amended, by amending portions of sections thereof.

15-F **ORDINANCE 7904-2015**

34-Oct15 – Lindenwood (50 properties)

**16. UNFINISHED BUSINESS**

16-A. Motion to release the city attorney's report answering some of the concerns of Alderman Buettner.

**17. MISCELLANEOUS & NEW BUSINESS**

17-A. Motor Fuel Claims in the Amount of **\$4,981.00**.

17-B. Motion to have independent investigation into the Mayor Eckert and his administration's handling of the Lindenwood University housing and the waiving of fees by the mayor.

**18. EXECUTIVE SESSION**

18-A. The City Council may go into executive session to discuss personnel, litigation, workers' compensation, property acquisition or transfer of property.

**19. ADJOURNMENT (ALL QUESTIONS RELATING TO THE PRIORITY OF BUSINESS SHALL BE DECIDED BY THE CHAIR WITHOUT DEBATE, SUBJECT TO APPEAL)**

Belleville News-Democrat



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**St. Clair**

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Notice Popular Keyword Category:

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**1074994050**

Notice URL:

Notice Publish Date:  
Sunday, October 18, 2015

**Notice Content**

PUBLIC NOTICE Notice of Public Hearing regarding a right of way vacation at Foley Drive and Frank Scott Parkway has been scheduled for November 2, 2015 at 7:00 pm in the Council Chambers of City Hall at 101 South Illinois Street, Belleville, IL 62220. If you have questions, please contact Tim Gregowicz at (618) 257-7649.

[Back](#)

Mr Tim Gregowicz  
City of Belleville  
407 East Lincoln Street  
Belleville, IL 62220

September 10, 2015

Dear Tim,

Enclosed please find the requested papers for the ROW vacation adjacent to our property, St. Clair County parcel # 07-12-417-020.

As per the Right-of-Way vacation procedure provided to me by the City of Belleville, I mailed requests on August 22, 2015 to all of the utilities provided on the Julie inquiry. All of the requests were for written confirmation of any utilities they have on the property to be vacated.

On August 26, 2015 I received written confirmation from Illinois American Water and the letter is enclosed.

On August 24, 2015 I received a call from Martin Fuller and Kurt Anheuser from Ameren IP confirming that they have electrical utilities on the property. They indicated that someone else would contact me in regard to the letter request. On August 28, 2015 Felice Gregory from Ameren IP contacted me. She said that they do have utilities on the property and did not have a problem with the vacation of the property, as there is already an easement for them to service their installations. She said that easements follow the property and not the owner and did not see any need to send me a letter. At this time I have not received anything in writing from Ameren IP.

On August 25, 2015 I received a call from Scott at AT&T. He was on site at the property and said that they do have lines in the area and did not see a problem with the request. He said he would let me know if there was any problem with the vacation request. At this time I have not heard back or received anything in writing from AT&T.

At this time I have not received a phone call or anything in writing from Charter Communications or the St. Clair County Highway Department.

Please let me know if you need anything else from me for this proposed ROW vacation.

Sincerely,



Donald A. Rockwell II

# Julie Utility Inquiry

Andy Mueller

From: OCARS\_Pro@Julie1Call.com  
Sent: Thursday, August 20, 2015 1:20 PM  
To: Andy Mueller  
Subject: JULIE EMLCFM 2015/08/20 #00344 A2321800-00A NORM NEW DSGN

EMLCFM 00344 JULIEa 08/20/15 13:20:27 A2321800-00A DESIGN

Thank you for contacting JULIE, Inc. regarding your upcoming digging project.

Please review and print your locate request ticket below for your records. If any of the information is incorrect, please contact a JULIE call center agent by simply dialing 811 or 800-892-0123 and refer to the locate request number. The agents are available 24/7.

For information about the next steps in the process, a copy of JULIE's Homeowner's Guide, and an explanation of the color-code markings, visit [www.illinois1call.com/homeowners/whatnext.html](http://www.illinois1call.com/homeowners/whatnext.html)

Dig No : A2321800 Rev : 00A Digstart: 02/20/16 13:19  
Rcvd : 08/20/15 13:20 Priority: 2 Expires : 01/01/00 00:00  
Org Dig: A2321800 Rcvd: 08/20/15 13:19

Firm : OATES ASSOC. Caller: ANDY MUELLER  
CoAddr1: 100 LANTER CT  
City,St: COLLINSVILLE, IL Zip : 62234  
Phone : 618-345-2200 Ext : 145 Fax: 618-345-7233  
Call Bk: Done For : CITY OF BELLEVILLE  
SiteCnt: SAME  
Email : [ANDY.MUELLER@OATESASSOCIATES.COM](mailto:ANDY.MUELLER@OATESASSOCIATES.COM)

County : ST.CLAIR Place: BELLEVILLE CIT  
Address: 2113 FRANK SCOTT PKWY W  
Subdiv : Cross:

Grids : T01NR08W07SW T01NR09W12SE

BestFit: 38.547876/-90.037214 38.547929/-90.035666  
: 38.546913/-90.037181 38.546966/-90.035633  
PreMark: NO Directional Boring: NO Depth>7Ft: NO  
Locatn : IN THE CITY OF BELLEVILLE,  
WrkType: VACATE R.O.W.

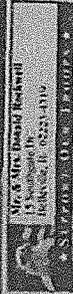
Extent : WORK TO BE DONE: FROM ABOVE PROPERTY, 70 FT NORTH ALONG NORTH SIDE OF  
: ADDRESS AND 70 FT EAST ALONG EAST SIDE OF ADDRESS

Remarks:

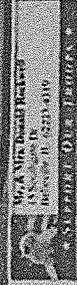
## Members:

ATTD5A ATT/DISTRIBUTION		630-573-5450
BLVL0A BELLEVILLE, CITY OF	TIM GREGOWICZ	618-444-3535xCELL
CBLE0A CHARTER COMMUNICATIONS	LARRY SCHMIDT	618-416-4685x47058
ILAW1A IL-AMERICAN WATER - E.ST.LOUI	SHAWN LANTER	618-239-3236
IPC0A AMEREN IP - (SOUTH)	MARTIN FULLER	618-236-6281
SCHD0A ST. CLAIR COUNTY HIGHWAY DEPT	ST.CLAIR HIGHWAY DEPT.	618-233-1392
USIC0A USIC LOCATING SERVICES	Information not provided	

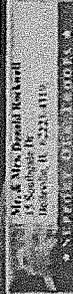
All mailed on Aug 22, 2015



Ameren IP  
Attn Martin Fuller  
1050 West Boulevard  
Belleville, IL 62221



City of Belleville  
Attn Tim Gregowicz  
407 East Lincoln Street  
Belleville, IL 62220



AT&T  
Attn Scott Drexler  
1420 Frontage Road  
O'Fallon, IL 62269



Illinois American Water  
Attn Jeff Keiser  
100 North Waterworks Drive  
Belleville, IL 62223



Charter Communications  
Attn Sara Bishop  
941 Charter Commons  
Town & Country, MO 63017



St. Clair County Highway Dept  
Attn James Field  
1415 North Belt West  
Belleville, IL 62226



ILLINOIS  
AMERICAN WATER

Jeffrey Kaiser  
Director of Engineering  
100 N. Water Works Drive  
Belleville, IL 62223  
Jeffrey.kaiser@amwater.com

Mr. Donald Rockwell  
15 Southgate Drive  
Belleville, IL 62223

August 26, 2015

Re: Right of Way Vacation

Dear Mr. Rockwell;

Illinois American Water has reviewed your request for Right of Way vacation in the vicinity of Frank Scott Parkway and Foley Drive in west Belleville. At this time, Illinois American Water would have no objection to the vacation of the Right of Way as described in your request provided an easement agreement is executed to allow future access for maintenance and/or replacement of the existing water main in this Right of Way.

Please contact me at 618-239-3231 if you have any questions.

Sincerely

Jeffrey T. Kaiser, P.E.  
Director of Engineering  
Illinois American Water Company

T +1 618-239-3231  
F +1 618-277-7498  
E jeffrey.kaiser@amwater.com

Dear Mayor Eckert,

As per your visit and our conversation on Wednesday July 9, 2014, we are interested in acquiring the city right of way adjacent to our property.

For the past 26 years we have mowed and maintained the city right of way behind our residence at 15 Southgate Dr. We recently purchased the property adjacent to ours at 2113 Frank Scott Pkwy West and have cleared the property of overgrown brush and debris and planted grass. We are considering bricking and building an additional bedroom and garage onto the quite modest house on this property.

Most of the city property adjacent to ours has either not been maintained or has been maintained by us for the last several years. Attached is the county parcel map with our properties outlined in orange and the right of way area for consideration outlined in green. The triangle area to the north of parcel **07120417020** contains several concrete foundations and old fencing. Per our conversation, at sometime in the future, the city would be in agreement to help in removal and disposal of the concrete footings and fencing that have been there for several decades. The area to the east of this parcel is the old right of way for the former 59<sup>th</sup> St.

If the city is willing to have this right of way area consolidated to our parcel number **07120417020**, we would improve and maintain all of the area, including the right of way beyond our property.

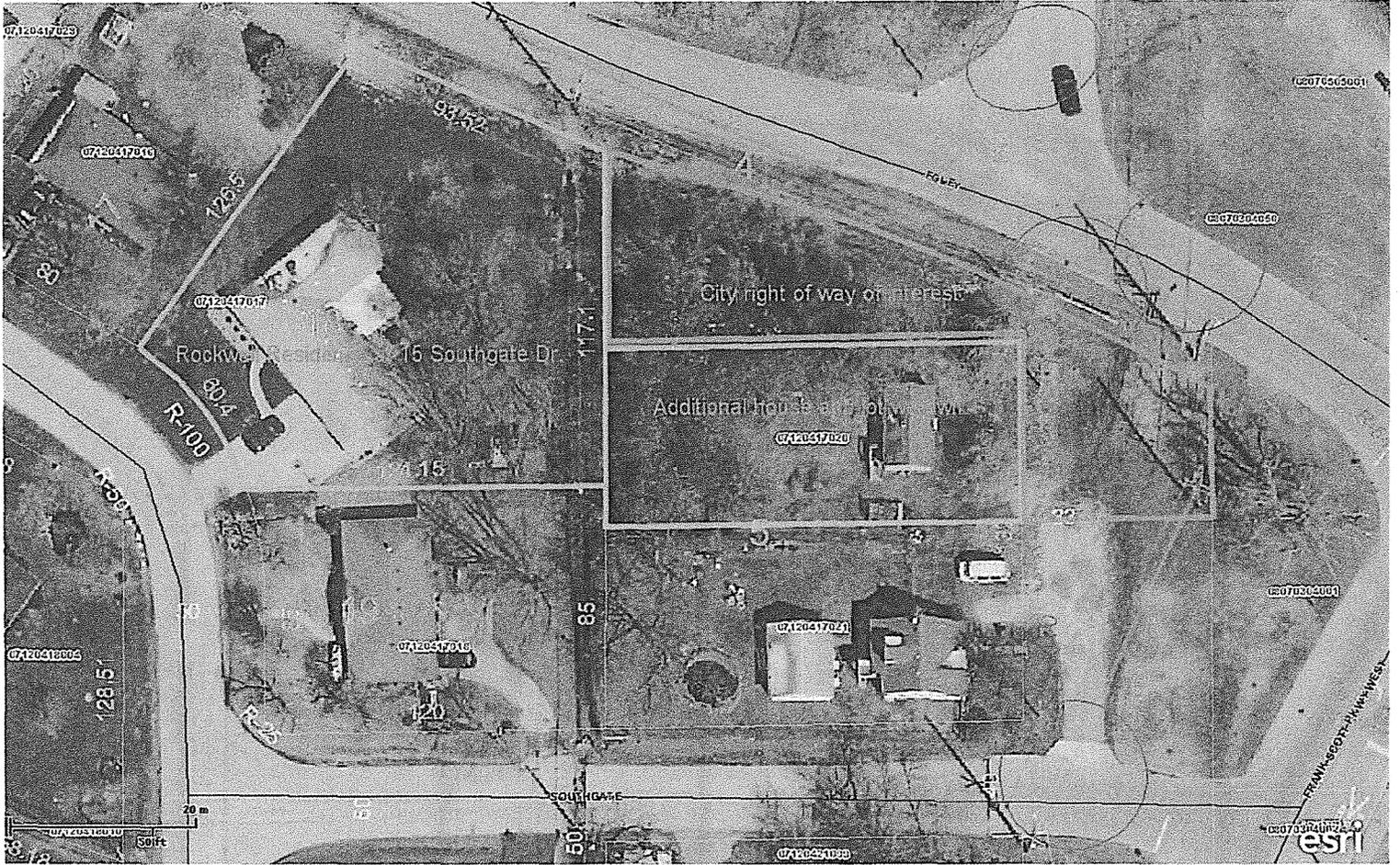
The benefit to the city in granting this would be getting unused property back on the tax rolls and the savings the city would receive by not having to maintain the property. Also the intangible value of having the property beautified and maintained, as it is at a very visible entrance to our subdivision.

If you have any questions, please call us at our home in the evening at 235-2636 or during the day on my cell at 314-580-3301.

Sincerely,

Don & Melissa Rockwell  
15 Southgate Dr.  
Belleville, IL 62223

# 2113 Frank Scott Pkwy West



Copyright 2011 Esri. All rights reserved. Wed Jul 9 2014 08:53:16 PM.

**City of Belleville**  
**Right-of-Way Vacation Procedure**

1. Individual shall submit the following to the City Engineer:
  - ✓ a. Letter of request describing what is proposed
  - \* b. List of property owners adjacent to the proposed ROW to be vacated
  - ✓ c. Legal description of property to be vacated written by Professional Land Surveyor
  - \* d. Sign offs from affected property owners either accepting ½ of vacated property or allowing petitioner to receive entire vacation.
  - ✓ e. Letters from utility companies stating no facilities in ROW or will accept easement to cover utilities
  
2. City Engineer will review materials
  
3. Review by Development Review Committee
  
4. Review by Streets & Grades Committee
  
5. Public Hearing scheduled for next City Council Meeting (to be published in BND 15 days in advance of scheduled hearing)
  
6. Ordinance drafted and approved by City Council

Al Goepfert

2:51 PM  
(2 hours  
ago)

to Randy, Don, Tim

Don,

Attached is a draft letter that you can use to contact the utility companies to obtain the written information required for Item 1e in the City of Belleville Policy – ROW Vacation Procedure. The second sheet of this word document contains the individual agencies and contacts for those agencies that we suggest you use to request this information. Include a copy of the ROW Vacation Plat (that we already mailed to you) and the one-page City of Belleville Policy – ROW Vacation Procedure (that you received from Tim Gregowicz) with the letters that you send to each utility.

\*Our understanding regarding Items 1b and 1d is that they are not applicable in your situation, since you are the only "adjacent property owner". Therefore, the City should not require any additional information for these two items.

Item 1c relates to the legal description for the proposed ROW Vacation that was also mailed to you with the exhibit.

FYI, also attached is a copy of JULIE Dig No. A2321800 that we initiated to inquire about who may have facilities in the area of the proposed vacation. This is for your general information and does not need to be copied to the utility companies or to the City.

Please call me if you have any further questions or need any additional information.  
Good luck.

Al Goepfert

**ALAN J. GOEPFERT, PE, PLS, PTOE**  
OATES ASSOCIATES

**COLLINSVILLE**  
100 Lanter Court, Suite 1  
Collinsville, IL 62234  
tel 618.345.2200, ext 117  
cell 618.581.5703

**BELLEVILLE**  
20 E. Main Street  
Belleville, IL 62220  
tel 618.416.4688

**ST. LOUIS**  
720 Olive, Suite 700  
St. Louis, MO 63101  
tel 314.588.8381

**LEGAL DESCRIPTION FOR  
ROW TO BE VACATED**

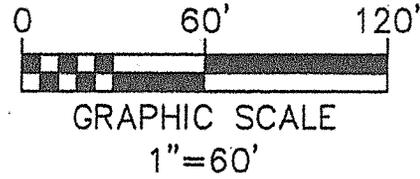
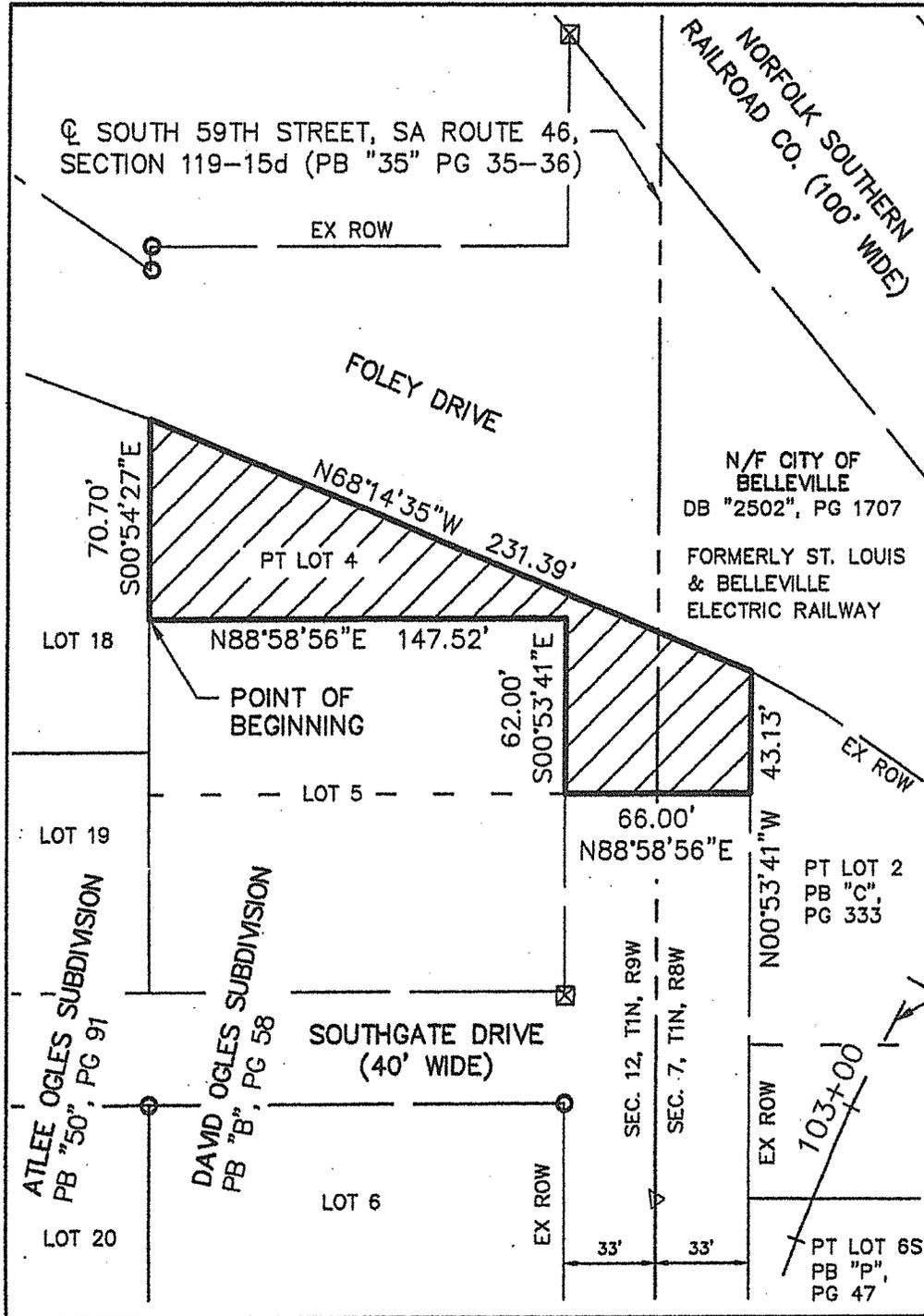
Part of Lot 4 of "David Ogle's Subdivision" of the Southeast Quarter of Section 12, Township 1 North, Range 9 West of the Third Principal Meridian, St. Clair County, Illinois; reference being had to the plat thereof recorded in the Recorder's Office of St. Clair County, Illinois in Book of Plats "B" on page 58 and part of South 59<sup>th</sup> Street, SA Route 46, Section 119-15d located in the Southeast Quarter of said Section 12 and the Southwest Quarter of Section 7, Township 1 North, Range 8 West of the Third Principal Meridian, St. Clair County, Illinois; reference being had to the plat thereof recorded in said Recorder's Office in Plat Book "35" on pages 35-36, described as follows:

Beginning at the southwest corner of said Lot 4; thence on an assumed bearing of North 88 degrees 58 minutes 56 seconds East on the south line of said Lot 4, a distance of 147.52 feet to the west right of way line of said South 59<sup>th</sup> Street; thence South 00 degree 53 minutes 41 seconds East on said west right of way line, 62.00 feet to the southeast corner of a tract of land described in the deed to Donald A. Rockwell II and Melissa J. Rockwell recorded in said Recorder's Office as Document A02405780; thence North 88 degrees 58 minutes 56 seconds East in prolongation with the south line of said Rockwell tract, 66.00 feet to the east right of way line of said South 59<sup>th</sup> Street; thence North 00 degree 53 minutes 41 seconds West on said east right of way line, 43.13 feet to the southwesterly right of way line of the former "St. Louis and Belleville Electric Railway", said line also being the southwesterly line of a tract of land described as Parcel 5 in the Special Warranty Deed to the City of Belleville recorded in said Recorder's Office in Deed Book "2502" on page 1707; thence North 68 degrees 14 minutes 35 seconds West, 231.39 feet to the northeasterly corner of Lot 18 of "Atlee Ogle's Subdivision"; reference being had to the plat thereof recorded in said Recorder's Office in Plat Book "50" on page 91; thence South 00 degree 54 minutes 27 seconds East on the east line of said Lot 18, said line also being the west line of said Lot 4, a distance of 70.70 feet to the Point of Beginning.

Said parcel contains 9,625 square feet or 0.221 acre, more or less.

Said parcel being shown on the attached Exhibit A – Vacation Plat.

FILE NAME = 14082 - VACATION PLAT.DWG



RIGHT OF WAY TO BE VACATED =  
9,625 SQ FT (0.221 ACRES) ±

RIGHT OF WAY TO BE VACATED BY THE CITY OF BELLEVILLE, ST. CLAIR COUNTY, ILLINOIS, BY ORDINANCE NO. \_\_\_\_\_, BEING PART OF LOT 4 OF 'DAVID OGLES SUBDIVISION' OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 1 NORTH, RANGE 9 WEST OF THE THIRD PRINCIPAL MERIDIAN, ST. CLAIR COUNTY, ILLINOIS; REFERENCE BEING HAD TO THE PLAT THEREOF RECORDED IN THE RECORDER'S OFFICE OF ST. CLAIR COUNTY, ILLINOIS IN BOOK OF PLATS "B" ON PAGE 58 AND PART OF SOUTH 59TH STREET, SA ROUTE 46, SECTION 119-15D LOCATED IN THE SOUTHEAST QUARTER OF SAID SECTION 12 AND THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 1 NORTH, RANGE 8 WEST OF THE THIRD PRINCIPAL MERIDIAN, ST. CLAIR COUNTY, ILLINOIS; REFERENCE BEING HAD TO THE PLAT THEREOF RECORDED IN SAID RECORDER'S OFFICE IN PLAT BOOK "35" ON PAGES 35-36

I HEREBY CERTIFY THAT WE OATES ASSOCIATES, INC., A PROFESSIONAL DESIGN FIRM LS/PE/SE CORPORATION NUMBER 184-001115, HAVE AT THE REQUEST OF AND FOR THE EXCLUSIVE USE OF DONALD A. ROCKWELL II & MELISSA J. ROCKWELL, PREPARED THIS EXHIBIT FROM RECORD SOURCES.

*Alan J. Goepfert*

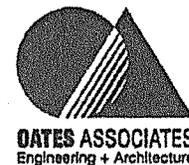
7/14/2015

ALAN J. GOEPFERT  
ILLINOIS PROFESSIONAL LAND SURVEYOR  
NO. 035-002658  
EXPIRES: 11-30-2016

DATE



BASELINE FRANK SCOTT  
PARKWAY WEST, FORMERLY  
N 57TH - S 59TH STREET  
CONNECTOR (FAU 9256)  
SEC. 99-00179-00-RP



**VACATION PLAT**  
ORDINANCE NO. \_\_\_\_\_  
CITY OF BELLEVILLE, ILLINOIS  
\_\_\_\_\_, 2015

**EXHIBIT**  
**A**

**CITY OF BELLEVILLE, ILLINOIS  
REGULAR CITY COUNCIL MEETING MINUTES  
COUNCIL CHAMBERS – CITY HALL  
OCTOBER 19, 2015 – 7:00 PM**

Mayor Mark Eckert called this meeting to order.

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

Mayor Eckert asked the City Clerk Dallas B. Cook to call roll. Members present on roll call: Mayor Mark Eckert and City Clerk Dallas B. Cook. Aldermen: Joe Hazel, Ken Kinsella, Janet Schmidt, Mike Buettner, Scott Tyler, Kent Randle, Raffi Ovian, Johnny Anthony, Phil Silsby, Ed Dintelman, Paul Seibert, Trent Galetti, Phil Elmore, Roger Wigginton and James Musgrove.

Alderman White excused.

**ROLL CALL DEPARTMENT HEADS**

Roll Call Department Heads: City Attorney Hoerner; City Treasurer Dean Hardt; Police Chief, Bill Clay; Fire Chief, Tom Pour; Director of Maintenance, Ken Vaughn; Director of Wastewater, Royce Carlisle; Finance Director, Jamie Maitret; City Engineer, Tim Gregowicz, Human Resource Director, Jim Schneider; Director of Library, Leander Spearman; Health and Housing Director, Bob Sabo; Director of Economic Development, Annissa McCaskill and Director of Parks and Recreation, Debbie Belleville.

Roll Call Department Heads Excused: Director of Public Works, Chuck Schaffer.

**PLEDGE**

Mayor Eckert requested everyone to stand for the pledge of allegiance.

**PUBLIC HEARING**

None.

**PUBLIC PARTICIPATION**

Mayor Eckert explained Public Participation wording included on the agenda and asked if anyone would like to come forward for the public participation portion of the meeting and said please state your name for the record and limit comments to approximately three minutes per person and to please speak into the microphone.

**Lillian Schneider**

When is the process going to start to get the referendum started to eliminate the treasurer's position. The promise was it would be left up to the people.

With the students living in a dwelling with improper ordinance permit can the city officials go to prison if there is a tragedy such as a death or injury to the students? She is asking this question in case it does happen...no one can say they didn't know of the problems i.e. fire department. Not just a monetary lawsuit but prison time. Is this like manslaughter or negligence on the city? Aldermen are sworn in to do the right thing. She hopes all votes this matter are taken into consideration to the law and the ordinance that the City of Belleville has not played follow the leader and not play God endangering the lives of the students when they know it is wrong because they know of the problems.

Where are the students going to go? Parents are going to be shocked if they would have to come get their students. Lindenwood and the city knew what they were doing. Instead of taking these properties off of the tax rolls let the landlords make the rent and follow the ordinance that the college did not have to. The college could give a list of landlords that are willing to rent to you without 16 students in one house. Law would have to be enforcing not like a curtain hanging for a bedroom door. Tax payers beware of who will be picking up the slack. Who wants to live next to a college dorm? Do parents know what's going on? What happens to West Main Street?

Ms. Schneider stated she filled out a FOIA...there is a house on Kansas and a house on B Street near both aldermen. The man moved out of the house on Kansas and moves into a vacant house on B Street. Neither one of the houses had to have an occupancy permit or inspection. The lady that moved into the house on Kansas...they were having a yard sale and she pulled the U-Haul down the street and said get out of our way.

Is our housing department fair...Ms. Schneider called it in and the lady she talked to said there will be no tickets issued.

**Dawn Marie**

She stated she was homeless for eighteen months and finally had a friend help her off of the street. She does not stay there all of the time she comes and goes and she received a \$150 fine. There are twelve kids living in a dorm and they have signs asking for an extension. They get more time to have a permit...how come they do not get a fine.

**Stewart Lannert**

First of all, the more people in a home the greater the electric load will be on the line. Now days everyone half of dozen electric appliances. If you have fifteen kids in a house it will not be long before you have an electrical fire. To try and keep it simple if another taxpayer in Belleville were stopped by the police and he wanted to see driver's license and insurance card and he told the officer he had been meaning to get that, in fact, I was going to get it next week. Mr. Lannert wanders if he would say okay don't forget. It seems that is what Lindenwood has done regarding permits and zoning laws. Why should a taxpayer or voter have to obey the rules and Lindenwood comes in and does whatever it wants. No respect for Belleville. Mr. Lanners predicts a lawsuit by owners of rental units that will have to jump through hoops to have just one or two people in their unit; however, Lindenwood can have 10-12 with no occupancy permits, background checks etc.

**John Reichert**

Mr. Reichert stated he owns a business in Belleville at 1912 North Belt East. Ten years ago you would drive by the old Belleville West and it looked nothing like it looks today. Mr. Reichert stated when he went to college and visited colleges they had four to a room on bunk beds in a fraternity house and the room was 30x30. The codes that Lindenwood follows via the city which he were a strong believer in the crime free ordinance to make sure there would be safe places for people to live. You can have more than three people in a home. He personally bought a home at 3101 West Main in hopes it would become a rental or sell to someone else for an investment. It has not gone that well but he has noticed while driving around the area is there are less homes for sale. The area looks so much nicer; there is so many law enforcement that are helping patrol the Lindenwood campus and communicate with the Belleville law enforcement group.

He does not know of a house that has sixteen students living in it. Any other city in Southern Illinois would love to have Lindenwood University.

**Tim Faultus**

Mr. Faultus is the owner of Bellecourt Banquet Center. He is here to answer any questions regarding the proposed development agreement between the City of Belleville and Bellecourt Banquet Center and it centers around the installation of a new elevator and other ADA compliant issues that have been required by the city.

**Noah Breummer**

Mr. Breummer has not seen any increased police presence; however, he has seen his wife having to pick up their daughter and jump out of the way of a college student speeding by at 50 mph. Numerous students running stop signs. When he bought their house five years ago out of foreclosure they put \$30k immediately (\$30k is a number Lindenwood loves to bandy about) so it is not just the university that is investing in the community. His investment is worth no more or no less than that of a corporate citizen.

Since then he has put \$85k into the roof and done other improvements following city code and ordinance. All he is asking is the law be applied fairly, and be applied as it is written until it is changed.

**Daniel Wind**

Mr. Wind stated he is an engineer representing Alan Leving for a site plan at 4529 West Main. Mr. Leving and members of the development are here this evening to answer questions.

**Michael Hagberg**

The Lindenwood dorms are using bunk beds and there are three to a room. A comment that crime free housing has to do with Lindenwood and student dwellings is not true because crime free housing doesn't apply to them. The other comment was made about the number of police on Lindenwood campus patrolling; Lindenwood has their own security and incidents as related to their security never reported to the Belleville police; therefore, don't show up on the blotter and the public is unaware of the true nature of the crime on campus because it is hidden within the Lindenwood confounds.

**PRESENTATIONS, RECOGNITIONS & APPOINTMENTS**

Mayor Eckert read a proclamation in support of "Extra Mile Day" that will be celebrated on November 1, 2015.

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Laura Grandy and Carol Bartle, from the The Shriner's Parade 5K Committee, presented a check in the amount of \$3,800.00 to the City of Belleville Parks & Recreation Department.

**APPROVAL OF MINUTES**

Alderman Seibert made a motion seconded by Alderman Hazel to approve to receive and file the minutes of October 5, 2015.

All members voted aye.

**CLAIMS, PAYROLL, AND DISBURSEMENTS**

General Fund.....	\$440,788.96
Sewer.....	\$57,487.84
Library Fund .....	\$23,518.69
Park/Rec .....	\$2,862.15
TIF 1.....	\$8,385.70
TIF 2.....	\$360.00
Motor Fuel Tax .....	\$67,101.59
Tort Liability Fund.....	\$1,540.10
Sewer Repair & Replacement.....	\$5,020.91
Sewer Construction.....	\$70,036.94
Sewer Bond & Interest.....	\$11,400.66
SSA .....	\$51.23
TIF 3.....	\$128,950.33
TIF 8 Downtown South .....	\$18,987.04
TIF 9 Southwind Estates .....	\$78.63
TIF 10 Lower Richland creek .....	\$1,394.00
TIF 12 Sherman Street .....	\$132,868.45
TIF 15 Carlyle Greenmount.....	\$73,783.24
2014 PD Project Construction .....	\$1,675.00
Police Trust .....	\$254.40
Narcotics .....	\$2,179.80
TIF 19 Frank Scott Parkway .....	\$11,274.36
TIF 20 Rt 15/South Green Mount.....	\$4,028.87

Alderman Elmore made a motion seconded by Alderman Seibert to accept and pay the claims in the amount of **\$1,064,028.89**, payroll period ending October 2, 2015 in the amount of **\$831,707.70** disbursements.

*Discussion...*

Alderman Buettner questioned the payment to Lindenwood; Mayor Eckert stated per the police contract the city pays their tuition directly.

Members voting aye on roll call: Hazel, Kinsella, Schmidt, Buettner, Randle, Tyler, Anthony, Ovian, Silsby, Dintelman, Seibert, Galetti, Elmore, Wigginton and Musgrove. (15)

**REPORTS**

Alderman Seibert made a motion seconded by Alderman Schmidt to receive and file the Treasurer Report and State of Cash and Investment for September 2015.

All members voted aye.

**ORAL REPORTS**

**ZONING BOARD OF APPEALS**

Alderman Galetti made a motion seconded by Alderman Elmore to approve **28-Sept15 – Dunkin Donuts c/o TRI Architects** – Request for a Special Use permit in order to allow for outdoor dining for Dunkin Donuts restaurant at 660 Carlyle Ave., parcel: 08-23.0-401-099 located in a C-2 Heavy Commercial zoning district. (Applicable portion of zoning code: 60-6-50.) Ward 7 – Ordinance 7897

All members voted aye.

**HEALTH AND HOUSING COMMITTEE**

Alderman Kinsella made a motion seconded by Alderman Schmidt to approve the demolition bid from Hayes Contracting in the amount of \$72,768.00 for 216 N 3<sup>rd</sup>, 1102 LaSalle, 314 N. Church St., 316 E.B. St., 818 W. Washington and 504 S 1<sup>st</sup> St. with the stipulation that the owner of 1102 LaSalle St will enter into an agreement with the City and will have sixty (60) days to bring the exterior of the property into code compliance. 1102 LaSalle will then be removed from the demolition bid in the amount of \$11,282.00 and the total amount owed to Hayes contracting will be \$61,486.00.

*Discussion...*

Alderman Ovian asked if the individual for 1102 LaSalle rescinded; Mayor Eckert stated he received an email that Mr. Betz pulled away to rehab; therefore, the Belleville Historical Society has back out. The other gentleman does not want to rehab he wants to take down himself.

Members voting aye on roll call: Hazel, Kinsella, Schmidt, Buettner, Randle, Tyler, Anthony, Ovian, Silsby, Dintelman, Seibert, Galetti, Elmore, Wigginton and Musgrove. (15)

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Alderman Kinsella made a motion seconded by Alderman Schmidt to terminate the grass contracting agreement with Grass Roots Inc. and advertise for bid on a new three year grass agreement contract.

Members voting aye on roll call: Hazel, Kinsella, Schmidt, Buettner, Randle, Tyler, Anthony, Ovian, Silsby, Dintelman, Seibert, Galetti, Elmore, Wigginton and Musgrove. (15)

### **FINANCE COMMITTEE**

Alderman Silsby made a motion seconded by Alderman Dintelman to accept the FYE 4/30/15 audit.

Members voting aye on roll call: Hazel, Kinsella, Schmidt, Buettner, Randle, Tyler, Anthony, Ovian, Silsby, Dintelman, Seibert, Galetti, Elmore, Wigginton and Musgrove. (15)

### **STREETS AND GRADES COMMITTEE**

Alderman Seibert made a motion seconded by Alderman Wigginton to approve low bidder Christ Brothers Asphalt in the amount of \$135,807.23 for the Asphalt Patch Program and to approve low bidder RSC Construction in the amount of \$145,684.00 for the Concrete Patch Program.

Members voting aye on roll call: Hazel, Kinsella, Schmidt, Buettner, Randle, Tyler, Anthony, Ovian, Silsby, Dintelman, Seibert, Galetti, Elmore, Wigginton and Musgrove. (15)

### **ECONOMIC DEVELOPMENT & ANNEXATION COMMITTEE**

Alderman Kinsella made a motion seconded by Alderman Schmidt to approve the development agreement with Bellecourt Banquet Center for the remodeling of the existing facility located at 120 North Jackson Street.

*Discussion...*

Alderman Randle read a statement attached hereto. Alderman Schmidt stated Bellecourt is in her ward and they are for a profit business; however, they perform a valuable service to the community. Alderman Buettner asked if they went through the bank to ask for the money; Mr. Faultus stated he has arranged a line of credit for part of it.

Members voting aye on roll call: Hazel, Kinsella, Schmidt, Anthony, Silsby, Dintelman, Seibert, Musgrove and Mayor Eckert. (9)

Members voting nay on roll call: Buettner, Randle, Tyler, Ovian, Galetti, Elmore and Wigginton. (7)

### **PLANNING COMMISSION**

Alderman Dintleman made a motion seconded by Alderman Seibert to approve Site Plan for 4529 West Main Street/Community Financial Services/Allan Leving and Site Plan for 660 Carlyle Avenue, Lot 6/Dunkin Donuts/TRI Architects.

Members voting aye on roll call: Hazel, Kinsella, Schmidt, Buettner, Randle, Tyler, Anthony, Ovian, Silsby, Dintelman, Seibert, Galetti, Elmore, Wigginton and Musgrove. (15)

### **POLICE AND FIRE COMMITTEE**

Alderman Anthony made a motion seconded by Alderman Schmidt to amend the contract with Code Red to include the boundaries of Stookey township into the City of Belleville Emergency notification area, with Stookey Township being responsible for all additional cost and becoming effective October 20th or as soon thereafter as the City Attorney approves the contract.

Members voting aye on roll call: Hazel, Kinsella, Schmidt, Buettner, Randle, Tyler, Anthony, Ovian, Silsby, Dintelman, Seibert, Galetti, Elmore, Wigginton and Musgrove. (15)

### **TRAFFIC COMMITTEE**

Alderman Elmore made the following motions seconded by Alderman Anthony:

- Motion to create two 4-way stops at the intersection of Commons Parkway, Cedar Grove and Autumn Harvest.
- Motion to create Yield on Green Leaf Circle at Cedar Grove.
- Motion to create a 2-way stop at Wintercreek Drive and Turnleaf Circle on Commons Parkway.
- Motion to create a Yield on Chestnut Grove Circle and Sparrow Pointe.
- Motion to create a Stop on Pine Valley at Commons Parkway.
- Motion to create 3 Handicap parking spaces in front of 201 North Church Street (PSOP).
- Motion to delete “no parking” in front of 201 North Church Street.

All members voted aye.

**ORDINANCE AND LEGAL REVIEW COMMITTEE:**

Alderman Musgrove motion seconded by Alderman Schmidt to approve amendments to Chapter 18 Health and Sanitation Article II Garbage and Refuse.

Members voting aye on roll call: Hazel, Kinsella, Schmidt, Buettner, Randle, Tyler, Anthony, Ovian, Silsby, Dintelman, Seibert, Galetti, Elmore, Wigginton and Musgrove. (15)

**COMMUNICATIONS**

Alderman Schmidt made the following motions seconded by Alderman Seibert to approve Communication from Parks & Recreation requesting to hold the 9th Annual Gingerbread 5K Run/Walk on Saturday, December 5 beginning at St. Elizabeth's Hospital at 8:30 a.m. throughout a designated route and ending back at the hospital. Also requesting barricades, police coverage and temporary street closures until the completion of the 5K distance.

All members voted aye.

**PETITIONS**

None.

**RESOLUTIONS**

Alderman Silsby made a motion seconded by Alderman Dintelman to read Resolutions 3241 and 3242 by title only.

All members voted aye.

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Alderman Silsby made a motion seconded by Alderman Schmidt to approve RESOLUTION 3241-2015 A resolution whereas the City of Belleville Art on the Square is sponsoring their event May 13-15, 2016.

Members voting aye on roll call: Hazel, Kinsella, Schmidt, Buettner, Randle, Tyler, Anthony, Ovian, Silsby, Dintelman, Seibert, Galetti, Elmore, Wigginton and Musgrove. (15)

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Alderman Silsby made a motion seconded by Alderman Schmidt to approve RESOLUTION 3242-2015 Freeburg Easement.

Members voting aye on roll call: Hazel, Kinsella, Schmidt, Buettner, Randle, Tyler, Anthony, Ovian, Silsby, Dintelman, Seibert, Galetti, Elmore, Wigginton and Musgrove. (15)

**ORDINANCES**

Alderman Schmidt made a motion seconded by Alderman Hazel to read Ordinances 7897 and 7898 by title only.

All members voted aye.

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Alderman Silsby made a motion seconded by Alderman Seibert to approve the following Ordinances:

**ORDINANCE 7897-2015**

28-Sept15 – Dunkin Donuts c/o TRI Architects.

**ORDINANCE 7898-2015**

Amending Chapter 18 Health and Sanitation Article II Garbage and Refuse.

Members voting aye on roll call: Hazel, Kinsella, Schmidt, Buettner, Randle, Tyler, Anthony, Ovian, Silsby, Dintelman, Seibert, Galetti, Elmore, Wigginton and Musgrove. (15)

**UNFINISHED BUSINESS**

Alderman Buettner stated two weeks ago he requested an opinion from the city attorney and wanted to know if there was progress; City Attorney Hoerner stated he is currently gathering the remaining information.

Alderman Buettner read a statement hereto. After Alderman Buettner read his statement City Attorney Hoerner advised there is time to address that request since notice requires 48 hour notice.

Alderman Silsby requested any information that is given to Alderman Buettner be provided to all aldermen at the same time.

Alderman Galetti stated he does not know enough about the issue to agree with the substance of Alderman Buettner's statement. Alderman Galetti stated he provided his name and request as the statutory requirement to get the special meeting scheduled. Once the evidence is provided Alderman Galetti stated he may or may not agree with the substance of any sort of allegations that were just made.

**MISCELLANEOUS & NEW BUSINESS**

Alderman Seibert made a motion seconded by Alderman Schmidt to approve Motor Fuel Claims in the Amount of **\$67,101.59**.

Members voting aye on roll call: Hazel, Kinsella, Schmidt, Buettner, Randle, Tyler, Anthony, Ovian, Silsby, Dintelman, Seibert, Galetti, Elmore, Wigginton and Musgrove. (15)

**EXECUTIVE SESSION**

Alderman Schmidt made a motion seconded by Alderman Kinsella to go into executive session to discuss personnel, litigation, workers' compensation, property acquisition or transfer of property.

All members voted aye.

Entered executive session at 7:57 p.m.

Resumed from Executive Session at 8:35 p.m.

Alderman Schmidt made a motion seconded by Alderman Tyler to approve to have Mayor Eckert to execute two (2) workers' compensation settlements.

Members voting aye on roll call: Hazel, Kinsella, Schmidt, Buettner, Randle, Tyler, Anthony, Ovian, Silsby, Dintelman, Seibert, Galetti, Elmore, Wigginton and Musgrove. (15)

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Alderman Wigginton made a motion seconded by Alderman Schmidt to approve and give the mayor authority to execute the utility tax agreement.

Members voting aye on roll call: Hazel, Kinsella, Schmidt, Buettner, Randle, Tyler, Anthony, Ovian, Silsby, Dintelman, Seibert, Galetti, Elmore, Wigginton and Musgrove. (15)

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Alderman Hazel made a motion seconded by Alderman Schmidt to approve and give the mayor the authority to execute the repayment agreement.

Members voting aye on roll call: Hazel, Kinsella, Schmidt, Randle, Tyler, Anthony, Ovian, Silsby, Dintelman, Seibert, Elmore, Wigginton and Musgrove. (13)

Members voting nay on roll call: Buettner. (1)

Members abstaining on roll call: Galetti. (1)

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Alderman Wigginton asked Alderman Buettner what is the purpose/accomplish for the special meeting on October 26, 2015; Alderman Buettner stated this is a meeting to discuss a motion to have an outside independent agency to look into the dealings of the mayor and administration as far as dealing with Lindenwood University.

Alderman Silsby stated with the sensitivity of the allegations Alderman Buettner has made how that can be discussed in open session; City Attorney Hoerner stated it will depend on the nature of the questions. Alderman Silsby requested Alderman Buettner to give the information that will be discussed.

Alderman Elmore stated at the October 28<sup>th</sup> Zoning Meeting Lindenwood should be present to answer questions from the aldermen and public.

**ADJOURNMENT**

Alderman Schmidt made a motion seconded by Alderman Schmidt to adjourn at 8:41 pm.

All members voted aye.

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Dallas B. Cook, City Clerk

## Bellecourt Place Business Development Agreement

In just a couple of minutes this City Council will take the vote on whether to approve or decline the Business Development Agreement with Bellecourt Banquet Center. While I have nothing against the owners of Bellecourt, I intend to vote no on this proposal for reasons which I will outline for this council and those attending this evening's meeting.

This past April 1, Mayor Eckert noted during the Economic Development and Annexation Committee meeting his desire to hold a public hearing in the near future to discuss extending the boundaries of TIF 17, the East Main Street TIF.

He noted city owned buildings that could benefit from the expansion of TIF 17. We also heard from some hard working citizens aligned with the efforts to restore the historically significant Gustave Koerner home which would benefit from inclusion in the expansion of TIF 17.

I would also mention the Mayor's remarks about how infrastructure improvement along Mascoutah Avenue could potentially lift the hopes that many vacant properties along the corridor might be filled as a result of those infrastructure improvements, if and when they would be made.

I believe a great many people would agree these are noble and laudable reasons for requesting the expansion of TIF 17.

I raised some questions during the meeting that were unable to be answered at that time, and the Mayor requested I email him so he and staff could follow up with me. I found my email answered in a timely manner the following morning by Jamie Maitret, Director of Finance.

What follows are the questions I asked and the responses received Thursday, April 2, 2015.

Q - What is the current balance in TIF #17? A - As of today, \$895.52.

Q - How much revenue does TIF #17 produce annually? A - Based on the estimates for next year's budget, approximately \$43,000.

Q - What is the projected annual increase should the expansion of TIF #17 be approved by the City Council? A - Unsure at this time.

Q - What are the current liabilities of TIF #17? A - Owes TIF #3 \$281,000 from the Conkright development agreement work and parking lot.

Q - What is the annual payment on loans to other TIFs? A - Next year there is \$10,000 budgeted to pay on the loan, but the annual payment will depend on available funds.

Q -What is the projected payoff date of those liabilities owed to other TIFs? A - Unsure at this time.

I want to thank the Mayor and Jaime for providing the information I requested in such a timely manner.

Since that time, I found myself digesting the information I received and as so often happens – thinking about other questions prompted by that meeting and discussion.

The mayor mentioned that due to the current lack of funds in TIF 17, there would be a need to borrow funds from TIF 3, which according to the Mayor is rather “unique”.

When you look at a map of TIF 3 it is easy to see how the word “unique” is aptly applied as TIF 3 extends from IL Route 157 at our Western border through the Main Street corridor and beyond Greenmount Avenue at the Eastern edge of the city, encompassing a great deal of territory between our Northern and Southern boundaries as well.

TIF 3 is huge, and as one would suspect, home to most of the population of the city. It also plays host to its own set of infrastructure problems yet to be addressed.

Not long after I was elected to the City Council, I emailed the chairperson of the Streets and Grades Committee, the Director of Streets, the City Engineer as well every member of the Streets and Grades Committee a list of streets within Ward 3 I believe in serious need of resurfacing. Many of those streets lie within the boundaries of TIF 3. I submitted a follow up around the anniversary of the first email and an updated list to the City Engineer April 9, 2015.

TIFs are all about TAXES.

Like so many others, I filed my Federal and State (MO & IL) Taxes over the weekend of April 3rd. When I look at my 2013 Real Estate Tax Bill, 56.20% of my taxes were paid to TIF 3. The year before 58.03%, and the prior year was 59.47% and the story repeats year over year going back to the creation of TIF 3.

I’m bewildered when I think of how much money I and my neighbors have contributed to this massive TIF and what we’ve seen in return with regard to street resurfacing in our core neighborhood? The amount of reinvestment there has been virtually ZERO, although I was told the summer of 2015 holds promise for a couple of badly needed projects.

That promise has faded into the fall and likely will be eliminated from reality as fall turns to winter. Some of this delay can be laid at the feet of our state lawmakers who

seem oblivious to the fact they are the disease which is killing us all financially. We can't however ignore our own culpability in how we administer TIF funds. It is after all, this council's determination how those funds are allocated.

Why do I bring that up you ask? Because the Mayor has introduced the idea of paying for the intended infrastructure and refurbishing of the Gustave Korner home by borrowing from TIF 3, a TIF with so many other projects deserving of attention. TIF 3, whose property owners are entitled to those improvements by virtue of the tax revenues they've paid to secure reinvestment in their core neighborhoods.

Allow me to expand on this point.

TIF 3 is due to expire in 2021, while TIF 17 if I'm not mistaken, has an expiration date of 2028.

As of April 2, TIF 17 had a balance of \$895, and a loan outstanding to TIF 3 for \$281,000. That balance is currently a shade over \$31,000; but committed to other obligations.

This Fiscal Year, there is \$10,000 budgeted to pay on the loan (no interest I presume), yet the annual payment if any, will depend on available funds. Another issue here is the language of the TIF Act does not mention Loans, but rather the TRANSFER of funds from one TIF to another. There is no provision in the language for the funds to be returned. In other words, reimbursement is left up to the City to determine. To date, we have not established a schedule of repayment.

If indeed there were \$10,000 each year available to pay against the outstanding loan, it would take more than 28 years to repay the existing obligation. That is 15 years beyond the life of revenue collection that currently exists for TIF 17.

If TIF 3 expires in 2021, explain to me how the money borrowed from it and not repaid prior to its expiration is treated? If as a Council we determine it must be repaid to TIF 3, how do we accelerate payment and will it be able to continue making loans to other TIFs? As was revealed by the Finance Director's reply to that question at the last Finance meeting, these borrowed dollars may well turn into a non-refundable gift from the taxpayers of TIF 3?

When we embark on this path, we get into a revolving door we can't exit.

While the question before us might be to simply provide \$27,000 to Bellecourt over 2 years, knowing where this is leading – the next request, expansion of TIF 17, the redevelopment project for the Meredith Home – do you truly understand the negative impact on those people who in good faith contribute their tax revenue to TIF 3 and have

the expectation to see a return on that investment within the neighborhoods that encompass TIF 3? I can't support this request.

I don't know how you look your constituents in the eye and tell them this is more important than their streets being resurfaced, their curbs replaced, their sidewalks made safe to walk.

Aldermen have a choice to make, a choice and consequences we all must live with for a long time. You may find ways you can rationalize your decision such as this request and vote is a consequence of the inspection the Fire Department executed and the subsequent findings based on the American with Disabilities Act. Do we open the door for everyone to request and be granted financial assistance each time an inspection reveals an ADA compliance issue? Perhaps at the next Police and Fire Committee meeting we ask Chief Pour to forego any further inspections?

The Business Development Agreement contains no penalty clause, no mechanism to reimburse the City if the agreement is not satisfied. On top of that the parcel number is not in the name of the applicant according to St. Clair County Parcel website.

Bottom line, how do you explain why others should pay for this when they so desperately need those funds within their own neighborhoods?

On behalf of those who pay taxes into TIF 3, I'll be voting no on this request.

The issue for me is the funding mechanism.

Thank you.

Kent Randle

Alderman – Ward 3

October 19, 2015

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

**BEFORE THE DULY CONSTITUTED BELLEVILLE, ST.CLAIR COUNTY, ILLINOIS  
CITY COUNCIL**

My fellow alderman, as we sit in session this evening the mayor, our chief executive branch elected official and his appointed and paid administration and employees continues to allow houses owned by Lindenwood University to be occupied illegally. Additionally, I have witnessed this weekend additional students that are moving into homes currently occupied in violation of city ordinances and our mayor and staff look the other way.

It has been two weeks since I asked the city attorney to give legal opinions as to the actions of the mayor's administration regarding Lindenwood University-Belleville. Two weeks was ample time to provide an opinion on a legal and liability concerns I have raised as they are emergency concerns of Direct and Vicarious Liability that likely will place us in Tort Law. As we continue to wait for Mr. Hoerner's opinion the law continues to be violated, students continue to be placed at risk and the city's legal liability increases every day; and, we all as elected officials of the legislative branch are in breach of our fiduciary duties to all residents and taxpayers of the City of Belleville, IL. All of us are aware of what has taken place; fees have been waived without the advice and consent of the city council that has sole authority to waive and bind such waivers, if there was even a request, Lindenwood University was given permission by the administration to occupy houses illegally, and houses have been occupied in violation of city ordinances for several years without proper or valid special use permits and/or variances. The mayor's administration has failed to do its legal statutory duty to uphold the law and in my opinion has violated the law it is sworn to enforce.

It appears the Mayor, the Director of Housing and the City Attorney met and made the decision to allow Lindenwood University to occupy houses in and around August 2015 despite the number of students placed in these houses being in direct violation of city ordinances. I believe an outside independent agency must look at this situation to ensure transparency and that the City of Belleville, IL is in compliance in enforcing all applicable laws equitably and maintaining our fiduciary duties to all parties of concern in regards to liability and tort law concerns.

I now ask the Mayor and his administration to enforce the law of the city and order Lindenwood University to immediately be in compliance with city ordinance and have no more than three unrelated adults in any house, after proper inspections, for filed occupancy permits, paid in full in which they do not have approved special use permits or variances' or, vacate the illegal homes in totality. Additionally, citations should be issued from the day these houses were illegally occupied and in violation of city ordinances to avoid the appearance of preferential treatment or allegations of discrimination and bias by others that may have legal standing.

As elected officials sworn to uphold the law we cannot sit by and do nothing. Our exposure only increases. Furthermore, if we do not take appropriate action, this city council as a body is just as guilty as those within the mayor's administration. I believe if the Mayor, the city attorney and any members of this council believe these actions were legal then an outside independent investigation would be welcomed with open arms.

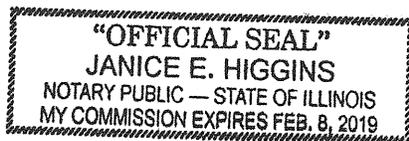
Therefore, I request a special and emergency city council meeting be called for Monday, October 26, 2015 at 7:00 PM, proper public notification be made by the City Clerk, as I am enjoined in this request by Alderman Trent Galati and Alderman Robert White for this council to discuss and motion a request that St. Clair County State's Attorney Brendan Kelly's office open an investigation of Belleville Mayor Mark Eckert and his Administration regarding Lindenwood University housing to include but not limited to the waiving of fees, allowing occupancy of houses in violation of city ordinance and the administration's failure to take action regarding houses occupied for years without special use permits. Also, I ask that discussions and possible motions in relation to Lindenwood University-Belleville be placed on the November 2, 2015 City Council agenda.

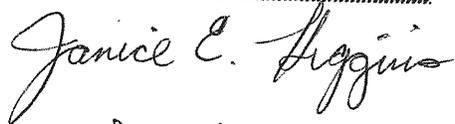
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I, Michael Buettner, Alderman of ward -2, City of Belleville, St. Clair County, Illinois provide the above Sworn Statement of Concern, this 19<sup>th</sup> day of October, 2015 – AD.

  
\_\_\_\_\_

NOTORAY:



  
Signed this 19<sup>th</sup> day of October 2015.

**CITY OF BELLEVILLE PAYMENT SUMMARY  
COUNCIL MEETING - NOVEMBER 2, 2015**

**GENERAL FUND**

00 - Revenue	\$45,011.83
50 - Administration	\$132,067.85
51 - Police	\$130,849.41
52 - Fire	\$81,548.52
53 - Streets	\$21,565.32
54 - Parks	\$18,298.52
55 - Cemetery	\$1,231.48
56 - Hlth/Sanitation	\$29,721.24
60 - Legal	\$9,235.25
61 - Health & Housing	\$15,245.08
62 - Economic Planning & Dev	\$4,259.87
82 - Mayor	\$4,950.90
83 - Finance	\$2,762.05
84 - Human Resources	\$1,187.02
85 - Clerk	\$5,017.77
86 - Treasurer	\$2,956.93
87 - Maintenance	\$13,231.22
88 - Engineering	\$3,144.62
<b>GF TOTAL</b>	<u>\$522,284.88</u>

**SEWER OPERATIONS**

75 - Collections	\$10,303.60
77 - Lines	\$13,500.49
78 - Plant	\$77,959.19
<b>SEWER TOTAL</b>	<u>\$101,763.28</u>

03 - Insurance Fund	\$418,128.70
04 - Library	\$23,211.67
07 - Park/Rec	\$22,709.39
13 - Motor Fuel Tax Fund	\$4,981.00
14 - Fountain Fund	\$257.65
15 - Tort Liability Fund	\$12,096.87
24 - Sewer Const.	\$108,857.23
25 - Sewer Bond & Interest	\$18,369.24
30 - SSA	\$1,096.74
38 - TIF 3	\$40,364.19
44 - Belleville Illinois Tourism	\$2,798.42
50 - TIF 8 Downtown South	\$4,559.06
54 - TIF 12 Sherman St	\$9,915.00
58 - TIF 16 Route 15 West Corridor	\$2,030.01
65 - 2014 PD Proj. Construction Fund	\$416,918.70
72 - NARCOTICS	\$2,199.96
75 - TIF 17 E Main Street	\$275.50

<b>ALL FUNDS TOTAL</b>	<u><u>\$1,712,817.49</u></u>
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DATE: 11/02/15

VENDOR #	NAME	DEPT.	AMOUNT
=====			
01	GENERAL FUND		
AZ002	AZAVAR	01-00	44,391.83
DI033	DILL, SCOTT A.	01-00	45.00
JO077	JOHNSON, TAMMERA L.	01-00	500.00
ME070	MER CO, INC	01-00	75.00
	**TOTAL		45,011.83
ADMINISTRATION			
2102	AMEREN ILLINOIS	01-50	59,707.68
4902	AT & T	01-50	1,089.44
4989	MINTON ENTERPRISES	01-50	30.00
551	ILLINOIS AMERICAN WATER	01-50	1,163.67
6049	GRAND RENTAL STATION	01-50	435.00
6433	HOWARD, JOY A	01-50	1,000.00
AD022	ADVANTICA	01-50	759.11
AT010	AT & T LONG DISTANCE	01-50	11.21
CH030	CHARTER COMMUNICATIONS	01-50	205.00
CI008	CITY OF BELLEVILLE	01-50	52,934.54
DE064	ADVANTICA	01-50	220.90
EC002	ECONOMIC DEVELOPMENT RESOURCES	01-50	3,344.20
EL016	ELLISON, BOB	01-50	75.00
ES002	ADVANTICA	01-50	4,882.10
GE027	GET UP & GO INC	01-50	250.00
MC039	MCPAHON, CHRIS	01-50	100.00
PE048	PETRIE, MARTY	01-50	75.00
ST162	STANDARD INSURANCE CO	01-50	498.50
WI097	WINDSTREAM COMMUNICATIONS	01-50	5,211.50
WI111	WINKLER, RITA	01-50	75.00
	**TOTAL ADMINISTRATION		132,067.85
POLICE DEPARTMENT			
163	GROSS, DONALD L	01-51	9.74
3430	FIRESTONE CAR CENTER	01-51	493.72
3586	GREATER BELLEVILLE CHAMBER OF COMM	01-51	25.00
3916	VOGT OIL CO., INC.	01-51	1,389.89
4162	SOUTHERN ILLINOIS POLICE CHIEFS	A01-51	300.00
5205	PASS SECURITY	01-51	137.00
7302	THOMSON REUTERS - WEST	01-51	154.60
973	SPARGUR, JAMES	01-51	60.64
AD022	ADVANTICA	01-51	1,094.00
BA093	BLI INTERNATIONAL	01-51	145.90
CI008	CITY OF BELLEVILLE	01-51	105,282.50
DE057	DENT CARE	01-51	50.00
ES002	ADVANTICA	01-51	7,449.56
FA026	FACTORY MOTOR PARTS CO	01-51	1,446.82
GE015	NAPA AUTO PARTS	01-51	4.56
IL038	ILLINOIS ASSOCIATION OF CHIEFS OF	01-51CE	220.00
ME034	MERTZ FORD MILLSTADT	01-51	697.82
MO079	MOW PRINTING, INC	01-51	217.66

VENDOR #	NAME	DEPT.	AMOUNT
01 GENERAL FUND			
POLICE DEPARTMENT			
OF004	OFFICE DEPOT	01-51	329.57
OR001	O'REILLY AUTO PARTS	01-51	48.27
RE058	REGIONS BANK	01-51	2,476.82
ST162	STANDARD INSURANCE CO	01-51	580.75
TA011	TASER INTERNATIONAL	01-51	2,460.00
TI027	TIBURON, INC	01-51	4,285.00
VA035	VAN'S YAMAHA/POLARIS	01-51	851.41
WE022	WEIR CHEVROLET-OLDSMOBILE-BUICK	01-51	638.18
**TOTAL POLICE DEPARTMENT			130,849.41
FIRE DEPARTMENT			
1728	HEROS IN STYLE	01-52	208.48
2168	COOK, ANNETTE	01-52	544.41
3445	DAVE SCHMIDT TRUCK SERVICE	01-52	48.00
3586	GREATER BELLEVILLE CHAMBER OF COMM	01-52	25.00
3916	VOGT OIL CO., INC.	01-52	886.65
4665	JACOBS, ARTHUR JR.	01-52	158.23
4902	AT & T	01-52	179.29
5125	PENET, JEAN-PAUL	01-52	57.09
515	HOME-BRITE ACE HARDWARE	01-52	8.47
696	MECKFESSEL TIRE CO.	01-52	177.52
7103	WAL-MART	01-52	103.72
726	CLEAN UNIFORM COMPANY	01-52	136.93
731	MOTOROLA SOLUTIONS INC	01-52	1,221.40
AD022	ADVANTICA	01-52	749.78
AE005	AEC FIRE-SAFETY & SECURITY INC	01-52	1,695.00
AR004	ARAIZA, JORDAN	01-52	435.24
CH030	CHARTER COMMUNICATIONS	01-52	114.73
CI008	CITY OF BELLEVILLE	01-52	67,798.91
EA019	EACHUS, JOHN	01-52	182.00
ES002	ADVANTICA	01-52	5,100.10
GA008	GARLAND, JOSEPH	01-52	696.82
IN007	INTERNATIONAL CODE COUNCIL, INC	01-52	135.00
JI000	HEARTLAND AUTOMOTIVE SERVICES, INC	01-52	95.49
RE037	REKA, BRIAN	01-52	105.75
ST162	STANDARD INSURANCE CO	01-52	368.00
TI027	TIBURON, INC	01-52	128.00
WO026	WOLFMEIER, ERIC	01-52	188.51
**TOTAL FIRE DEPARTMENT			81,548.52
STREETS			
3445	DAVE SCHMIDT TRUCK SERVICE	01-53	68.29
393	DUTCH HOLLOW JANITORIAL SUPPLIES	01-53	235.84
413	ERB TURF & UTILITY EQUIPMENT, INC	01-53	91.31
AD022	ADVANTICA	01-53	194.78
CI008	CITY OF BELLEVILLE	01-53	19,358.49
ES002	ADVANTICA	01-53	1,352.19

VENDOR #	NAME	DEPT.	AMOUNT
01 GENERAL FUND			
STREETS			
PL000	PLAZA AUTO PARTS	01-53	10.92
ST043	ST LOUIS COMPOSTING INC	01-53	150.00
ST162	STANDARD INSURANCE CO	01-53	103.50
**TOTAL STREETS			21,565.32
PARKS DEPARTMENT			
2102	AMEREN ILLINOIS	01-54	6,329.49
2192	SHERWIN - WILLIAMS CO.	01-54	24.51
3430	FIRESTONE CAR CENTER	01-54	19.99
378	DINTELMANN NURSERY & GARDEN CTR,	01-54	41.85
4902	AT & T	01-54	307.11
515	HOME-BRITE ACE HARDWARE	01-54	314.50
551	ILLINOIS AMERICAN WATER	01-54	805.76
834	QUALITY RENTAL CENTER	01-54	105.00
888	FS TURF SOLUTIONS	01-54	2,694.85
AD022	ADVANTICA	01-54	66.87
AM057	AMERI-CAN PORTABLES	01-54	180.00
CH030	CHARTER COMMUNICATIONS	01-54	7.39
CI008	CITY OF BELLEVILLE	01-54	5,455.78
ES002	ADVANTICA	01-54	452.67
FA002	FASTENAL COMPANY	01-54	18.60
GO005	GOODALL TRUCK TESTING	01-54	46.20
JO048	JOHNNY ON THE SPOT 347	01-54	180.00
MT001	MTI DISTRIBUTING INC	01-54	707.17
OR001	O'REILLY AUTO PARTS	01-54	30.97
ST162	STANDARD INSURANCE CO	01-54	34.50
TE006	TECH ELECTRONICS	01-54	280.00
UN027	UNIFIRST CORPORATION	01-54	145.31
UN037	UNIVERSITY OF ILLINOIS-PSEP	01-54	50.00
**TOTAL PARKS DEPARTMENT			18,298.52
CEMETERY DEPARTMENT			
AD022	ADVANTICA	01-55	15.75
CI008	CITY OF BELLEVILLE	01-55	1,093.78
ES002	ADVANTICA	01-55	110.45
ST162	STANDARD INSURANCE CO	01-55	11.50
**TOTAL CEMETERY DEPARTMENT			1,231.48
HEALTH & SANITATION			
2125	GRASS ROOTS LAWN CARE INC	01-56	6,218.00
3445	DAVE SCHMIDT TRUCK SERVICE	01-56	2,196.61
3916	VOGT OIL CO., INC.	01-56	2,689.31
884	ST CLAIR COUNTY RECORDER OF DEEDS	01-56	585.00
AD002	ADVANCE AUTO PARTS	01-56	110.20
AD022	ADVANTICA	01-56	159.32
BU057	BURGE, CHAD	01-56	100.00

VENDOR #	NAME	DEPT.	AMOUNT
01 GENERAL FUND			
HEALTH & SANITATION			
CI008	CITY OF BELLEVILLE	01-56	14,424.70
ES002	ADVANTICA	01-56	1,089.72
MA045	MADD TOWING INC	01-56	395.00
MU029	MULLETT, SCOTT W	01-56	100.00
RE072	REPUBLIC SERVICES RECYCLING-SOUTH	01-56	1,410.40
ST162	STANDARD INSURANCE CO	01-56	92.00
UN027	UNIFIRST CORPORATION	01-56	150.98
**TOTAL HEALTH & SANITATION			29,721.24
LEGAL DEPARTMENT			
DO007	DONOVAN, ROSE, NESTER, PC	01-60	315.00
DU026	DUANE MORRIS LLP	01-60	8,914.50
ST162	STANDARD INSURANCE CO	01-60	5.75
**TOTAL LEGAL DEPARTMENT			9,235.25
HEALTH & HOUSING			
272	BUSTER'S TIRE MART	01-61	313.00
3916	VOGT OIL CO., INC.	01-61	38.60
515	HOME-BRITE ACE HARDWARE	01-61	9.99
5796	STAN ERLINGER	01-61	90.00
7632	PATTERSON AUTOMOTIVE	01-61	51.20
7911	PROFESSIONAL TITLE CO	01-61	75.00
884	ST CLAIR COUNTY RECORDER OF DEEDS	01-61	58.50
AD022	ADVANTICA	01-61	119.94
CI008	CITY OF BELLEVILLE	01-61	10,796.86
CM000	U S POSTAL SERVICE	01-61	2,000.00
ES002	ADVANTICA	01-61	822.99
MA045	MADD TOWING INC	01-61	65.00
ME037	MEURER BROTHERS, INC	01-61	400.00
RE058	REGIONS BANK	01-61	335.00
ST162	STANDARD INSURANCE CO	01-61	69.00
**TOTAL HEALTH & HOUSING			15,245.08
PLANNING & ECONOMIC DEVELOPMENT			
3586	GREATER BELLEVILLE CHAMBER OF COMM	01-62	25.00
4989	MINTON ENTERPRISES	01-62	540.00
7960	SCHAUSTER, ERIC	01-62	264.73
AD022	ADVANTICA	01-62	33.36
CI008	CITY OF BELLEVILLE	01-62	3,154.05
ES002	ADVANTICA	01-62	225.48
ST162	STANDARD INSURANCE CO	01-62	17.25
**TOTAL PLANNING & ECONOMIC DEVELOPMENT			4,259.87
MAYOR			
3586	GREATER BELLEVILLE CHAMBER OF COMM	01-82	25.00

VENDOR #	NAME	DEPT.	AMOUNT
01 GENERAL FUND			
MAYOR			
402	EGYPTIAN STATIONERS, INC.	01-82	146.20
AD022	ADVANTICA	01-82	39.33
CI008	CITY OF BELLEVILLE	01-82	3,268.22
ES002	ADVANTICA	01-82	266.16
RE058	REGIONS BANK	01-82	1,188.74
ST162	STANDARD INSURANCE CO	01-82	17.25
**TOTAL MAYOR			4,950.90
FINANCE			
402	EGYPTIAN STATIONERS, INC.	01-83	59.32
AD022	ADVANTICA	01-83	16.37
CI008	CITY OF BELLEVILLE	01-83	2,256.33
ES002	ADVANTICA	01-83	110.78
RE058	REGIONS BANK	01-83	302.00
ST162	STANDARD INSURANCE CO	01-83	17.25
**TOTAL FINANCE			2,762.05
HUMAN RESCOURCES/COMMUNITY DEV			
AD022	ADVANTICA	01-84	10.50
CI008	CITY OF BELLEVILLE	01-84	1,093.78
ES002	ADVANTICA	01-84	71.24
ST162	STANDARD INSURANCE CO	01-84	11.50
**TOTAL HUMAN RESCOURCES/COMMUNITY DEV			1,187.02
CLERKS			
AD022	ADVANTICA	01-85	42.62
CI008	CITY OF BELLEVILLE	01-85	4,253.74
ES002	ADVANTICA	01-85	296.06
GO035	GOLDEN IMAGES LLC	01-85	396.60
ST162	STANDARD INSURANCE CO	01-85	28.75
**TOTAL CLERKS			5,017.77
TREASURER			
AD022	ADVANTICA	01-86	27.54
CI008	CITY OF BELLEVILLE	01-86	2,181.00
DO021	DOUBLE TREE HOTEL	01-86	501.76
ES002	ADVANTICA	01-86	190.10
OF004	OFFICE DEPOT	01-86	45.03
ST162	STANDARD INSURANCE CO	01-86	11.50
**TOTAL TREASURER			2,956.93
MAINTENANCE			
2192	SHERWIN - WILLIAMS CO.	01-87	29.90
2435	GATEWAY INDUSTRIAL POWER	01-87	2,257.38

VENDOR #	NAME	DEPT.	AMOUNT
01 GENERAL FUND			
MAINTENANCE			
3916	VOGT OIL CO., INC.	01-87	66.59
515	HOME-BRITE ACE HARDWARE	01-87	103.16
726	CLEAN UNIFORM COMPANY	01-87	159.15
7313	BRAUER SUPPLY CO	01-87	198.00
AD022	ADVANTICA	01-87	83.19
AT019	ATIS ELEVATOR INSPECTIONS, LLC	01-87	405.00
BE056	BEL-O PEST SOLUTIONS	01-87	225.00
BE101	BELL CITY BATTERY	01-87	52.50
CI008	CITY OF BELLEVILLE	01-87	8,396.54
ES002	ADVANTICA	01-87	562.88
JD001	J & D SEWER SERVICE	01-87	250.00
KO022	KONE INC	01-87	172.37
ST162	STANDARD INSURANCE CO	01-87	46.00
VO010	VOSS LIGHTING	01-87	223.56
**TOTAL MAINTENANCE			13,231.22
ENGINEERING			
3430	FIRESTONE CAR CENTER	01-88	32.49
AD022	ADVANTICA	01-88	39.33
CI008	CITY OF BELLEVILLE	01-88	2,727.89
ES002	ADVANTICA	01-88	266.16
GR033	GREGOWICZ, TIM	01-88	61.50
ST162	STANDARD INSURANCE CO	01-88	17.25
**TOTAL ENGINEERING			3,144.62
01 GENERAL FUND	GRAND TOTAL		522,284.88

VENDOR #	NAME	DEPT.	AMOUNT
03 INSURANCE FUND			
IN033	IPMG	03-00	327,556.30
LD000	LDI INTEGRATED PHARMACY SERVICES	03-00	90,572.40
	**TOTAL		418,128.70
	03 INSURANCE FUND	GRAND TOTAL	418,128.70

VENDOR #	NAME	DEPT.	AMOUNT
04 LIBRARY			
2102	AMEREN ILLINOIS	04-00	1,249.56
551	ILLINOIS AMERICAN WATER	04-00	143.92
7103	WAL-MART	04-00	505.21
AD022	ADVANTICA	04-00	141.75
CH030	CHARTER COMMUNICATIONS	04-00	1.35
CI008	CITY OF BELLEVILLE	04-00	10,478.96
CO152	CONNECTED, LLC	04-00	7,735.00
ES002	ADVANTICA	04-00	983.28
RE058	REGIONS BANK	04-00	695.25
ST162	STANDARD INSURANCE CO	04-00	119.65
WI097	WINDSTREAM COMMUNICATIONS	04-00	1,157.74
	**TOTAL		23,211.67
04 LIBRARY		GRAND TOTAL	23,211.67

VENDOR #	NAME	DEPT.	AMOUNT
=====			
07	PLAYGROUND AND RECREATION		
176	BARCOM SECURITY	07-00	135.00
201	BELLEVILLE BOWLING & SPORTS SHOP	07-00	1,632.50
7103	WAL-MART	07-00	64.14
957	CURT SMITH SPORTING GOODS, INC.	07-00	30.00
961	SOUTHWEST ILLINOIS ASSN. OF UMPIR	07-00	3,580.00
AD022	ADVANTICA	07-00	48.54
AM036	AMERICAN BOTTLING	07-00	16.50
CI008	CITY OF BELLEVILLE	07-00	2,734.45
DE064	ADVANTICA	07-00	71.24
DI034	DISER, BRIAN	07-00	55.00
EL027	ELITE FT	07-00	2,600.00
ES002	ADVANTICA	07-00	296.96
FI000	FIRST STUDENT TRANSPORTATION SERV	07-00	702.68
GI019	GIBSON, MARLA	07-00	55.00
HS002	HSMS MEDICAL GROUP, INC	07-00	40.00
LA073	LANE, FLETCHER	07-00	450.00
RE058	REGIONS BANK	07-00	2,178.08
SH028	SHOP N SAVE	07-00	49.80
SI032	SIPRA	07-00	60.00
ST162	STANDARD INSURANCE CO	07-00	42.90
WI049	WINNING STREAK INC	07-00	7,111.72
WI130	WITTER, KEITH	07-00	754.88
			-----
	**TOTAL		22,709.39
			-----
07	PLAYGROUND AND RECREATION	GRAND TOTAL	22,709.39

VENDOR #	NAME	DEPT.	AMOUNT
13 MOTOR FUEL TAX FUND			
3727	OATES ASSOCIATES, INC.	13-00	2,895.00
FO033	FOURNIE CONTRACTING COMPANY, INC	13-00	2,086.00
	**TOTAL		4,981.00
	13 MOTOR FUEL TAX FUND	GRAND TOTAL	4,981.00

SYS DATE:10/27/15

CITY OF BELLEVILLE  
C L A I M S H E E T  
Monday November 02, 2015

SYS TIME:14:05

[NCS]

DATE: 11/02/15

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VENDOR #	NAME	DEPT.	AMOUNT
14	FOUNTAIN FUND		
551	ILLINOIS AMERICAN WATER	14-00	257.65
	**TOTAL		257.65
	14 FOUNTAIN FUND	GRAND TOTAL	257.65

VENDOR #	NAME	DEPT.	AMOUNT
=====			
15	TORT LIABILITY FUND		
KE000	KELSO AUTO BODY, INC.	15-00	12,096.87
	**TOTAL		<u>12,096.87</u>
	15 TORT LIABILITY FUND	GRAND TOTAL	12,096.87

VENDOR #	NAME	DEPT.	AMOUNT
21 SEWER OPERATION & MAINTENANCE			
SEWER COLLECTION			
AD022	ADVANTICA	21-75	48.54
AM007	AMERICAN WATER	21-75	1,598.69
CI008	CITY OF BELLEVILLE	21-75	2,988.09
ES002	ADVANTICA	21-75	332.58
IN021	INPUT TECHNOLOGY, INC	21-75	5,196.50
OF004	OFFICE DEPOT	21-75	73.20
RE058	REGIONS BANK	21-75	31.50
ST162	STANDARD INSURANCE CO	21-75	34.50
**TOTAL SEWER COLLECTION			10,303.60
SEWER LINES			
214	BELLEVILLE SUPPLY COMPANY	21-77	41.38
314	COE EQUIPMENT CO	21-77	89.43
3916	VOGT OIL CO., INC.	21-77	1,075.81
393	DUTCH HOLLOW JANITORIAL SUPPLIES	21-77	806.23
7103	WAL-MART	21-77	28.85
AD022	ADVANTICA	21-77	82.57
CI008	CITY OF BELLEVILLE	21-77	7,165.22
ES002	ADVANTICA	21-77	558.96
HA047	HALSEN PRODUCTS CO	21-77	699.05
NO001	NORLAB, INC.	21-77	222.00
OR001	O'REILLY AUTO PARTS	21-77	69.49
ST162	STANDARD INSURANCE CO	21-77	53.30
SU040	UTHERLAND, DYLAN	21-77	65.00
UN027	UNIFIRST CORPORATION	21-77	124.40
WA066	WARNING LITES OF SOUTHERN ILLINOIS	21-77	2,418.80
**TOTAL SEWER LINES			13,500.49
SEWER PLANT			
176	BARCOM SECURITY	21-78	168.75
2102	AMEREN ILLINOIS	21-78	34,991.44
272	BUSTER'S TIRE MART	21-78	25.70
3916	VOGT OIL CO., INC.	21-78	524.83
393	DUTCH HOLLOW JANITORIAL SUPPLIES	21-78	441.01
4902	AT & T	21-78	570.62
515	HOME-BRITE ACE HARDWARE	21-78	80.82
5205	PASS SECURITY	21-78	311.00
5416	AMERICAN MESSAGING	21-78	73.61
551	ILLINOIS AMERICAN WATER	21-78	132.93
6328	GRAINGER INDUS. & COMMERCIAL SUPP	21-78	373.95
8056	NEXTEL COMMUNICATIONS	21-78	22.95
8071	HACH COMPANY	21-78	467.03
834	QUALITY RENTAL CENTER	21-78	600.00
AD022	ADVANTICA	21-78	225.66
CI008	CITY OF BELLEVILLE	21-78	18,299.84
EC009	ECC SUPPLY	21-78	80.81
ES002	ADVANTICA	21-78	1,554.81

VENDOR #	NAME	DEPT.	AMOUNT
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21 SEWER OPERATION & MAINTENANCE

SEWER PLANT			
FA002	FASTENAL COMPANY	21-78	235.63
FL015	FLOWTRONICS LLC	21-78	3,305.62
HA143	HAWKINS, INC	21-78	6,215.70
HE086	HERITAGE-CRYSTAL CLEAN, LLC	21-78	30.00
PL000	PLAZA AUTO PARTS	21-78	2.68
RE058	REGIONS BANK	21-78	16.50
ST162	STANDARD INSURANCE CO	21-78	153.00
UN027	UNIFIRST CORPORATION	21-78	49.90
VA001	VANDEVANTER ENGINEERING	21-78	7,913.18
WI097	WINDSTREAM COMMUNICATIONS	21-78	1,091.22

\*\*TOTAL SEWER PLANT 77,959.19

21 SEWER OPERATION & MAINTENANCE GRAND TOTAL 101,763.28

VENDOR #	NAME	DEPT.	AMOUNT
24 SEWER CONSTRUCTION FUND			
1547	THOUVENOT WADE & MOERCHEN	24-00	93,509.82
6194	ILLINOIS ELECTRIC WORKS	24-00	1,895.37
7591	USA BLUEBOOK	24-00	7,444.35
FR014	FROST ELECTRIC SUPPLY CO	24-00	5,153.64
HD000	HD SUPPLY WATERWORKS LTD	24-00	854.05
	**TOTAL		108,857.23
24 SEWER CONSTRUCTION FUND		GRAND TOTAL	108,857.23

VENDOR #	NAME	DEPT.	AMOUNT
25	SEWER BOND AND INTEREST FUND		
6086	ILLINOIS EPA	25-00	18,369.24
	**TOTAL		18,369.24
	25 SEWER BOND AND INTEREST FUND	GRAND TOTAL	18,369.24

VENDOR #	NAME	DEPT.	AMOUNT
=====			
30	SPECIAL SERVICE AREA		
2102	AMEREN ILLINOIS	30-00	151.28
551	ILLINOIS AMERICAN WATER	30-00	945.46
	**TOTAL		----- 1,096.74
	30 SPECIAL SERVICE AREA	GRAND TOTAL	1,096.74

VENDOR #	NAME	DEPT.	AMOUNT
38 TIF 3 (CITY OF BELLEVILLE)			
1547	THOUVENOT WADE & MOERCHEN	38-00	1,178.25
378	DINTELMANN NURSERY & GARDEN CTR,	38-00	540.00
486	HANK'S EXCAVATING & LANDSCAPING,	38-00	10,975.29
6354	AUTO ACCENTS	38-00	940.00
CJ000	C J SCHLOSSER & CO LLC	38-00	5,400.00
EL001	ELECTRICO, INC.	38-00	162.00
FO033	FOURNIE CONTRACTING COMPANY, INC	38-00	8,533.07
KA009	KASKASKIA ENGINEERING GROUP LLC	38-00	9,224.08
RE058	REGIONS BANK	38-00	700.00
RO002	ROEHR, ED SAFETY PRODUCTS	38-00	2,381.50
SO037	SOUTHERN ILLINOIS STRIPING	38-00	330.00
	**TOTAL		40,364.19
	38 TIF 3 (CITY OF BELLEVILLE)	GRAND TOTAL	40,364.19

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C L A I M S H E E T

[NCS]

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

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VENDOR #	NAME	DEPT.	AMOUNT
50	TIF 8 (DOWNTOWN SOUTH)		
6459	GLEESON ASPHALT PAVING & CONSTRUCT	50-000	4,559.06
	**TOTAL		4,559.06
	50 TIF 8 (DOWNTOWN SOUTH)	GRAND TOTAL	4,559.06

VENDOR #	NAME	DEPT.	AMOUNT
=====			
54	TIF 12 (SHERMAN STREET)		
486	HANK'S EXCAVATING & LANDSCAPING,	54-00	5,235.00
7969	KEEL ENGINEERING INC	54-00	4,680.00
	**TOTAL		9,915.00
	54 TIF 12 (SHERMAN STREET)	GRAND TOTAL	9,915.00

VENDOR #	NAME	DEPT.	AMOUNT
58	TIF 16 (ROUTE 15 WEST CORRIDOR)		
EL001	ELECTRICO, INC.	58-00	2,030.01
	**TOTAL		2,030.01
	58 TIF 16 (ROUTE 15 WEST CORRIDOR) GRAND TOTAL		2,030.01

VENDOR #	NAME	DEPT.	AMOUNT
=====			
65	2014 PD PROJ. CONSTRUCTION FUND		
IM006	IMPACT STRATEGIES INC	65-00	398,538.00
LA068	LAWRENCE GROUP	65-00	18,380.70
	**TOTAL		416,918.70
65 2014 PD PROJ. CONSTRUCTION FUND GRAND TOTAL			416,918.70

VENDOR #	NAME	DEPT.	AMOUNT
72 NARCOTICS			
6354	AUTO ACCENTS	72-00	145.00
DE057	DENT CARE	72-00	175.00
LI015	LINE-X OF SOUTHWEST ILLINOIS	72-00	185.00
RE058	REGIONS BANK	72-00	1,247.96
RO002	ROEHR, ED SAFETY PRODUCTS	72-00	447.00
	**TOTAL		2,199.96
	72 NARCOTICS	GRAND TOTAL	2,199.96

SYS DATE:10/27/15

CITY OF BELLEVILLE  
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VENDOR #	NAME	DEPT.	AMOUNT
75	TIF 17 (EAST MAIN STREET )		
EL001	ELECTRICO, INC.	75-00	275.50
	**TOTAL		275.50
	75 TIF 17 (EAST MAIN STREET )	GRAND TOTAL	275.50
	GRAND TOTAL FOR ALL FUNDS:		1,712,817.49
	TOTAL FOR REGULAR CHECKS:		1,697,596.46
	TOTAL FOR DIRECT PAY VENDORS:		15,221.03

PAYROLL BREAKDOWN AS PER G/L DISTRIBUTION REPORT

PAYROLL ENDING DATE: **16-Oct-15**

DESCRIPTION:

01 50	ADMINISTRATION	<u>14294.48</u>
01 51	POLICE	<u>278270.05</u>
01 52	FIRE	<u>199629.57</u>
01 53	STREET	<u>44303.89</u>
01 54	PARKS	<u>16159.77</u>
01 55	CEMETERY	<u>6964.80</u>
01 56	SANITATION	<u>32557.80</u>
01 60	LEGAL	<u>6467.62</u>
01 61	HOUSING & INSPECTORS	<u>24280.90</u>
01 62	ECONOMIC DEVELOPMENT & PLANNING	<u>6474.56</u>
01 82	MAYOR	<u>6186.52</u>
01 83	FINANCE	<u>5824.18</u>
01 84	HUMAN RESOURCE	<u>5229.54</u>
01 85	CLERK	<u>8945.91</u>
01 86	TREASURER	<u>3791.89</u>
01 87	MAINTENANCE	<u>17786.26</u>
01 88	ENGINEER	<u>7296.24</u>
	<b>TOTAL GENERAL FUND</b>	<b><u>684463.98</u></b>
21 75	SEWER COLLECTIONS	<u>9211.54</u>
21 77	SEWER LINES	<u>14698.45</u>
21 78	SEWER PLANT	<u>48806.41</u>
	<b>TOTAL SEWER DEPARTMENT</b>	<b><u>72716.40</u></b>
4	LIBRARY	<u>28328.45</u>
7	RECREATION	<u>14141.68</u>
16	Employer's Portion of FICA (06-00-21500) cr	<u>32057.19</u>
	<b>*****TOTAL PAYROLL</b>	<b><u>831707.70</u></b>

PAYROLL BREAKDOWN AS PER G/L DISTRIBUTION REPORT

PAYROLL ENDING DATE: **30-Oct-15**

DESCRIPTION:

01 50	ADMINISTRATION	<u>14294.48</u>
01 51	POLICE	<u>277391.29</u>
01 52	FIRE	<u>194470.95</u>
01 53	STREET	<u>37385.25</u>
01 54	PARKS	<u>13403.96</u>
01 55	CEMETERY	<u>3994.80</u>
01 56	SANITATION	<u>35240.67</u>
01 60	LEGAL	<u>6467.62</u>
01 61	HOUSING & INSPECTORS	<u>24693.86</u>
01 62	ECONOMIC DEVELOPMENT & PLANNING	<u>6474.56</u>
01 82	MAYOR	<u>6186.52</u>
01 83	FINANCE	<u>5824.18</u>
01 84	HUMAN RESOURCE	<u>5229.54</u>
01 85	CLERK	<u>8945.91</u>
01 86	TREASURER	<u>3791.89</u>
01 87	MAINTENANCE	<u>17455.42</u>
01 88	ENGINEER	<u>6979.99</u>
	<b>TOTAL GENERAL FUND</b>	<b><u>668230.89</u></b>
21 75	SEWER COLLECTIONS	<u>9085.49</u>
21 77	SEWER LINES	<u>15089.34</u>
21 78	SEWER PLANT	<u>50675.73</u>
	<b>TOTAL SEWER DEPARTMENT</b>	<b><u>74850.56</u></b>
4	LIBRARY	<u>27687.07</u>
7	RECREATION	<u>14372.05</u>
16	Employer's Portion of FICA (06-00-21500) cr	<u>31255.50</u>
	<b>*****TOTAL PAYROLL</b>	<b><u>816396.07</u></b>

## CITY ATTORNEY REPORT

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**TO:** City Council  
**FROM:** Garrett P. Hoerner, City Attorney  
**DATE:** October 29, 2015

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Pursuant to Section 3.14(D) of the Revised Code of Ordinances, I write to provide a quarterly report on pending legal matters.

- A. Ordinance Violation Cases.** The City currently has approximately 198 ordinance violation cases pending.
- B. Demolition/Foreclosure/Housing Cases.** The City currently has 30 cases pending involving demolition or foreclosure proceedings, or other housing code/building code violations. The addresses of the subject properties are as follows:

1. *Foreclosures*

107 S. 35<sup>th</sup> St. (Dietrich)  
214 N. 3<sup>rd</sup> St. (Hartmann)

2. *Demolitions*

421 North 1<sup>st</sup> St. (Agne)  
1200 Bel Aire Dr. (Araiza)  
814 S. 7<sup>th</sup> St. (Willis, Katrice & Watson, Jennifer)  
720 S. 20<sup>th</sup> St. (Hediger)  
33 Highwood Court (Haynes)  
3022 Martha St. (Bank of America, N.A.)  
106 N. 98<sup>th</sup> St. (Cadlerock Joint Venture II, L.P.)  
316 E. B Street (Nelson)  
1018 W. Main Street (Reichling)  
1712 Scheel St. (Daughrity)  
216 North 3<sup>rd</sup> St. (Gim)  
1102 LaSalle St. (McCarty)  
314 N. Church St. (Morris)  
124 N. 15<sup>th</sup> St. (Stehlick)  
509 W. Adams St. (Wallace)  
410 S. 19<sup>th</sup> St. (Bowman)  
2006 Madison St. (Brooks)  
504 S. First St. (St. Clair County Trustee)  
322 N. 2<sup>nd</sup> St. (Smallenberger)

818 W. Washington St. (Smiley)  
500 S. Church St. (Stonecrest)  
322 Pleasant Hill Dr. (Stonesifer)  
2021 Madison Avenue (Whittaker)  
17 Holdener Dr. (Hicks)  
611 E. McKinley Ave. (Keller)  
1801 E. Belle St. (Pick)  
128 North 8<sup>th</sup> St. (Secretary of Veterans Affairs)  
523 N. Jackson St. (Wittenauer)

C. **Other Civil Cases.** The City currently has pending the following other civil cases in which I am representing the City:

1. *Rehkemper v. City of Belleville, et al.* This is a case filed against the City for damage because of leakage from the prior Belleville municipal landfill. The insurance company has declined coverage, because its policy was not in effect at the time of this incident. We have turned in a claim to our prior insurance company. This case is being defended by the attorney who was hired by our first insurance company while we wait to hear from our prior insurance company. Both insurance companies have denied coverage.
2. *City of Belleville v. Leon Demond, d/b/a Kelly's Limousine.* This is a case filed against Kelly's Limousine to recover the money paid to Kelly's due to Kelly's breach of the contract by moving its operation. Judgment has been entered in favor of the City in the amount of \$120,000.00. A prior Citation to Discover Assets revealed that Mr. Demond had few assets; I am now serving another Citation to Discover Assets to determine if that has changed.
3. *City of Belleville v. Richard Hosto, d/b/a Hosto Excavating and J & D Sewer.* This is a case for damage done to the City's main sewer line at 1848 Page Avenue. This was arbitrated and the arbitrators awarded \$22,886.50 to the City, but the Defendant rejected the award. Mediation also failed. The case is now set for jury trial on December 14, 2015.
4. *Larry Horne vs. City of Belleville.* This is a case filed by a firefighter against the City and Pension Board to have his start date moved back for pension purposes. Plaintiff's Counsel and the Pension Board's Attorney are clarifying the administrative record, and the matter is set for Status Conference on November 10, 2015.
5. *City of Belleville vs. Fischer Lumber.* This case is filed against Fischer Lumber for breach of a development agreement. The City is seeking \$135,000.00 to be repaid. The Court ordered mediation was not successful. The City has filed an Amended Complaint. The Court has entered an Amended Case Management Order, specifically setting discovery deadlines and an October 24, 2016 trial date. The parties are currently conducting written discovery.

6. *Szynalski and Hasting v. City of Belleville, et al.* In September of 2014, Plaintiffs 15, specifically challenging the City's issuance of a permit for the installation of a driveway off Colony Drive. After service of the Complaint, Plaintiffs were granted leave to file an Amended Complaint. In response, I filed a Motion to Dismiss, and the Court conducted a hearing on same on September 23, 2015. Thereafter, on October 20, 2015, the Court granted our dismissal motion, specifically dismissing the claims against the City with prejudice. This matter is now concluded.
7. *Orchards Homeowners Association of Belleville v. City of Belleville.* On April 22, 2015, Plaintiff filed a Complaint against the City alleging a breach-of-contract theory related to an IDNR Permit for the construction of improvements to an unnamed tributary of loop creek. On October 29, 2015, after the Court denied the City's Motion to Dismiss, I filed an Answer and Affirmative Defenses. I will now proceed to propound written discovery requests.
8. *City of Belleville and Mark W. Eckert v. Illinois Health Facilities and Services Review Board, et al.* This case involves a Complaint for Administrative Review, seeking judicial review of the Final Decision of the Illinois Health Facilities and Services Review Board (Board) approving the Certificate of Need permit application of HSHS for Project #14-043 to relocate St. Elizabeth's Hospital from Belleville, Illinois to O'Fallon, Illinois. Defendants filed a Motion to Dismiss contending that the City and Mayor Eckert lack standing to appeal because neither is a competing health care provider, and we have filed a Response thereto. Meanwhile, we filed a Motion to Stay seeking to restrain the effectiveness of the Certificate of Need pending resolution of the case, and Defendants have filed a Response thereto. We anticipate that the Court will set the pending motions for hearing in late November or early December.
9. *Martha Dowling v. Mark W. Eckert.* On August 12, 2015, Plaintiff filed a Small-Claims Complaint against the Mayor alleging a property-damage claim related to an IDNR Permit for the construction of improvements to an unnamed tributary of loop creek, specifically seeking reimbursement for costs associated with water-mitigation work that Plaintiff performed at her property. On September 16, 2015, I filed a Combined Motion to Dismiss, and that dismissal motion is set for hearing on November 2, 2015.

There are other lawsuits being handled through the City's insurance company.

- D. Other Miscellaneous Cases.** In addition to the above cases, there are a number of cases where the City is named as a Defendant in mortgage foreclosure lawsuits. The City is named as a Defendant because of municipal liens. These liens are typically extinguished in the foreclosure action. It is doubtful if the City will collect any of the amounts liened from these cases. There are also a number of cases where the City has filed proof of claims in Bankruptcy Court. These proof of claims are normally for sewer or trash charges and, in most cases, the City is unable to collect on any of these.

# ZONING BOARD OF APPEALS, CITY OF BELLEVILLE, ILLINOIS

## ADVISORY REPORT

*Application for Amendment:* Mary E. Eitzenhefer

*Application Filed:* 09/15/15

**30-Oct15 – Mary E. Eitzenhefer** – Request for a Use variance in order to utilize lots 6 & 7 on N. 1<sup>st</sup> St., parcel numbers: 08-21.0-217-026 & 08-21.0-217-027, for storage of construction equipment and materials located in a B-1 Multi Family Zoning District. (Applicable portion of zoning code: 60-6-24.) Ward 2

*Present Zoning:* B-1 Multi Family Zoning District

*Meeting Held:* 10/22/15

*Publication in News Democrat:* 10/07/15

*Supporters:* None

*Objectors:* None

*Other comments:* None

*Aldermen Present:* Alderman Buettner

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

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

**A motion was made by Steve Zimmerman to deny the request. It was seconded by Rebecca Boyer. All members present voted in the affirmative save Tim Price. The motion carried. 6-1.**

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

---

Chairman

# ZONING BOARD OF APPEALS, CITY OF BELLEVILLE, ILLINOIS

## ADVISORY REPORT

*Application for Amendment:* Toot's Cake & Candy Supplies

*Application Filed:* 09/21/15

**31-Oct15 – Toot's Cake & Candy Supplies** – Request for a Sign Installation permit in the Area of Special Control in order to place two (2) window graphics at 314 E. Main St., parcel number: 08-22.0-340-004, located in a C-2 Heavy Commercial Zoning District. (Applicable portion of zoning code: 53-4-1.) Ward 6

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

*Meeting Held:* 10/22/15

*Publication in News Democrat:* 10/07/15

*Supporters:* None

*Objectors:* None

*Other Comments:* None

*Aldermen Present:* Alderman Buettner

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

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

**A motion was made by Patrick Sullivan to approve the request. It was seconded by Steve Zimmerman. All members present voted in the affirmative. The motion carried. 7-0.**

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

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Director

# ZONING BOARD OF APPEALS, CITY OF BELLEVILLE, ILLINOIS

## ADVISORY REPORT

*Application for Amendment:* Kuehn, Beasley & Young P.C.

*Application Filed:* 09/25/15

**32-Oct15 – Kuehn, Beasley & Young P.C.** – Request for a Sign Installation permit in the Area of Special Control in order to place two (2) flush mounted signs at 23 S. First St., parcel number: 08-21.0-443-036, located in a C-2 Heavy Commercial Zoning District. (Applicable portion of zoning code: 53-4-1.) Ward 5

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

*Meeting Held:* 10/22/15

*Publication in News Democrat:* 10/07/15

*Supporters:* None

*Objectors:* None

*Other Comments:* None

*Aldermen Present:* Alderman Buettner

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

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

**A motion was made by Rebecca Boyer to approve the request. It was seconded by Tim Price. All members present voted in the affirmative. The motion carried. 7-0.**

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

---

Director

# ZONING BOARD OF APPEALS, CITY OF BELLEVILLE, ILLINOIS

## ADVISORY REPORT

*Application for Amendment:* Meckfessel Tire Company

*Application Filed:* 09/25/15

**33-Oct15 – Meckfessel Tire Company** – Request for a Sign Installation permit in the Area of Special Control in order to place four (4) flush mounted signs at 415 W. Main St., parcel number: 08-21.0-434-005, located in a C-2 Heavy Commercial Zoning District. (Applicable portion of zoning code: 53-4-1.) Ward 2

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

*Meeting Held:* 10/22/15

*Publication in News Democrat:* 10/07/15

*Supporters:* None

*Objectors:* None

*Other Comments:* None

*Aldermen Present:* Alderman Buettner

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

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

**A motion was made by Don Rockwell to approve the request. It was seconded by Rebecca Boyer. All members present voted in the affirmative. The motion carried. 7-0.**

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

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Director

# ZONING BOARD OF APPEALS, CITY OF BELLEVILLE, ILLINOIS

## ADVISORY REPORT

*Application for Amendment:* Lindenwood University-Belleville

*Application Filed:* 10/13/15

**34-Oct15 – Lindenwood University** - A request for a Special Use Permit for the following properties 2001 West Main (08-20.0-220-016); 2007 W. Main (08-20.0-220-013); 2027 W. Main (08-20.0-220-008); 2111 W. Main (08-20.0-217-028); 2115 W. Main (08-20.0-217-027); 2120 W. Main (08-20.0-223-012); 2121 W. Main (08-20.0-217-025); 2129 W. Main (08-20.0-217-024); 2203 W. Main (08-20.0-217-023); 2209 W. Main (08-20.0-217-022); 2415/2417 W. Main (08-20.0-214-008); 2419/2421 W. Main (08-20.0-214-007); 2425 W. Main (08-20.0-214-006); 2427 W. Main (08-20.0-214-004); 2000 W A St. (08-20.0-220-007); 2003 W A St. (08-20.0-218-008); 2007 W A St. (08-20.0-218-007); 2011 W A St. (08-20.0-218-006); 2021 W A St. (08-20.0-218-004); 2023/2025 W A St. (08-20.0-218-001); 2024 W A St. (08-20.0-220-001); 2110 W A St. (08-20.0-217-012); 2200 W A St. (08-20.0-217-008); 2204 W A St. (08-20.0-217-006); 2208 W A St. (08-20.0-217-005); 2212 W A St. (08-20.0-217-004); 2216 W A St. (08-20.0-217-002); 2218 W A St. (08-20.0-217-001); 2709 Sassy (08-20.0-101-072); 2713 Sassy (08-20.0-101-071); 2717 Sassy (08-20.0-101-070); 2706 Godfrey (08-20.0-100-012); 2708 Godfrey (08-20.0-100-011); 2713 Godfrey (08-20.0-101-030); 2715 Godfrey (08-20.0-101-029); 16 S. 21<sup>st</sup> (08-20.0-224-006); 30 S. 21<sup>st</sup> (08-20.0-224-001); 103 N. 21<sup>st</sup> (08-20.0-216-006); 107 S. 27<sup>th</sup> (08-20.0-101-044); 109-111 S. 27<sup>th</sup> (08-20.0-101-043); 206 S. 27<sup>th</sup> (08-20.0-105-007); 210 S. 27<sup>th</sup> (08-20.0-105-035); 214 S. 27<sup>th</sup> (08-20.0-105-002); 273 S. 27<sup>th</sup> (08-20.0-101-034); 100 N. 27<sup>th</sup> (08-20.0-210-016); 102 N. 27<sup>th</sup> (08-20.0-210-019); 104 N. 27<sup>th</sup> (08-20.0-210-025); 10 S. 29<sup>th</sup> (08-20.0-101-046); 120 S. 29<sup>th</sup> (08-20.0-101-020); 210 S. 29<sup>th</sup> (08-20.0-101-014); 300 S. 29<sup>th</sup> (08-20.0-101-005); 304 S. 29<sup>th</sup> (08-20.0-101-069); 500 S. 29<sup>th</sup> (08-20.0-100-005); 5 -10 Creston Arms Court (08-20.0-101-056); 11-14 Creston Arms Court (08-20.0-101-057) to be used by Lindenwood University as dormitories & student dwelling units. Said properties are located in A-2 Two Family, B-1 Multi Family, C-1 Light Commercial & C-2 Heavy Commercial zoning districts. (Applicable portions of zoning code: 60-6-19, 60-6-25, 60-6-44, 60-6-50.) Ward 2

*Present Zoning:* A-2 Two Family, B-1 Multi Family, C-1 Light Commercial & C-2 Heavy Commercial Zoning District(s)

*Meeting Held:* 10/28/15

*Publication in News Democrat:* 10/14/15

*Supporters:* John Reichert, Julie Pusa, Steve Suess, Suzanne Pusa, Mike Proffit, Julie Orlet, Jane Pusa, Rose Wilson, Bob Kaiser, Renee Camford, Sue Pfizer, Patty Gregory, Rob Berniking, Christopher Mitchell, Otto Roberts, Alex Enyart, Paige Terry, Mary Reuter, Dave Pusa, Herb Roach, Craig Stafford, Patricia Ehrens, Terry Southerland Glenn

*Objectors:* Emily West, Stewart Lannert, Rick Brown, Alecia Bradley, Dale Wentz, Lillian Schneider, Bruce Radford, Wayne Snapp, Jamie Balster, Michael Hagberg, Robert Lowry, Gene Behrman, Casey Behrman, Sandy Behrman, Clarissa Behrman, Dianne Rogge

*Other comments:* None

*Aldermen Present:* Alderman White, Alderman Buettner, Alderman Ovian, Alderman Wigginton, Alderman Randle, Alderman Anthony, Alderman Hazel, Alderman Schmidt, Alderman Tyler, Alderman Galetti, Alderman Dintelman, Alderman Elmore

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

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

**A motion was made by Rebecca Boyer to approve the request with the following stipulations: (1.) Limitation of the number of students in Student Dwelling Units to no more than ten (10) students as permitted by applicable Fire, Building and City of Belleville Codes. This limitation is to take effect no later than Fall Semester 2016, if not sooner. (2.) Annual Inspections for compliance with applicable codes by the City of Belleville Fire and Building Departments. (3.) Quarterly meetings with Lindenwood University and City of Belleville staff to review property inventory, occupancy permit compliance and pertinent public health and safety issues. (4.) Annual end-of-school year town hall meetings with Lindenwood University, City of Belleville staff and area residents and owners to facilitate communication and identify concerns to be addressed well before the Fall Semester. (5.) All Lindenwood University owned property used for student housing leave the front yards as green space. (6.) Lindenwood University will submit an acceptable parking plan to the Board within ninety (90) days. (7.) Lindenwood University must safely light but not intrude upon neighbors. It was seconded by Toni Togias. All members present voted in the affirmative. The motion carried. 6-0.**

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

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Director



# MEMO

**TO:** Master Sewer Committee, Finance Committee  
**FROM:** E. Royce Carlisle - Director  
**DATE:** October 27, 2015  
**SUBJECT:** Parkway West Information

**Tap Fees:**

Residential - \$2,900.00 per lot (Includes \$100 Inspection Fee)      70 Lots =      \$206,500.00

**Commercial**

Acreage Fee - \$3,600.00 first .5 acre, then \$3,600.00 each additional acre or fraction of acre.

Unit Cost - \$1,200.00 per unit (restroom, slop sink, hand sink separate from restroom, 3 compartment sink, etc.)

Inspection Fee - \$120.00

Per lot: Acreage Fee -	\$7,200.00
Unit Cost @ 5 units average	\$6,000.00
Inspection	<u>\$ 120.00</u>
<b>Total</b>	<b>\$13,200.00 Estimated per commercial lot.</b>

5 Lots =      \$ 66,600.00

**\$273,100.00**

\$273,100.00 is an estimated amount the city can expect to collect as tap fees should the development build out.



## Contract Agreement for Professional Services – Sanitary Sewers Engineering

Thouvenot, Wade & Moerchen, Inc. (TWM Inc.) has developed this Plain Language Contract Agreement in hopes that its terms and conditions are clear and easily understood. Still, this agreement is a legal and binding contract between two parties, TWM Inc., and you, the City of Belleville, as the CLIENT. When you see the words "us", "we", and "our" they mean TWM Inc. When you see the words "you" or "your", they refer to you as the CLIENT. Please read this Contract carefully. It confirms our understanding of the work you desire and the terms and conditions under which we will do that work.

This Contract describes the specific professional services that you have requested we provide on the proposed project, 11<sup>th</sup> Street Sanitary Interceptor Extension, which we will refer to as simply the "project". As you have described it to us, this project involves the civil engineering design of a 15-inch gravity sanitary sewer extension to service the Frank Scott Parkway West environs between 11<sup>th</sup> Street and Concordia Road in the City of Belleville and St. Clair County, Illinois.

### SCOPE OF SERVICES - BASIC SERVICES

We agree to provide the following specific professional services. For the purposes of this and project, you agree with us that these services, as listed, will be considered our **Basic Scope of Services**.

#### A. Topographic Survey of Sanitary Sewer Routing

1. We will prepare a topographic survey of the proposed sanitary sewer routing. This topographic survey will be undertaken to collect field data on the routing of the proposed sanitary sewer, the location of other utilities along the route as marked by J.U.L.I.E., the location of roadways, and other topographic features pertinent to the sanitary sewer main installation. Note: We will utilize existing topographic information we have in our possession along 11<sup>th</sup> Street so as to reduce the amount surveying, thus minimizing the price of this Contract Agreement.
2. We will make a J.U.L.I.E. Design Stage Request, which is intended for architects, engineers and other customers who are in the design stage of a project. At this stage, J.U.L.I.E. is then supposed to fax a list of utility engineering contacts for their members with utilities in the general area. We must then contact each facility owner's office to notify them of our request. J.U.L.I.E. member companies typically respond in one of three ways within fourteen days of receiving our request. Those are:
  - Perform an actual field location at the proposed site, or
  - Provide drawings indicating the location of the member's buried facilities for the proposed site, or
  - Request that we send drawings of the proposed project / site to the member, then mark their existing facilities on the provided prints or provide copies of the utility's record information and return these documents to us.

If the J.U.L.I.E. member actually field locates their utilities, we will then survey those surface markings in order to indicate the approximate horizontal location of those utilities underground, and will add to our topographic survey the horizontal location of those utilities as marked.

If the J.U.L.I.E. member simply provides drawings, or marks up drawings provided by us, we will indicate the approximate horizontal location of those utilities, scaled to the best of our ability, on our topographic survey.

We will also add to our topographic survey:  
other utilities that are above ground and visible on site, and other utilities, utility easements, or subsurface conditions using any information provided to us by you or the utility owner,

Based upon the information above, by entering into this agreement with us, you agree and understand that:

- The J.U.L.I.E. Design Stage Request process may delay our starting or completing field services and may add cost to the services we provide; and
- J.U.L.I.E. member companies are not required by law to honor a Design Stage Request; and
- Some J.U.L.I.E. members may charge a fee for any of the Design Stage services mentioned above, the cost of which you agree to pay; and
- We are not responsible if existing utilities must be relocated or plan documents must be modified as a result of conflicts between utilities and our plans because J.U.L.I.E., or a J.U.L.I.E. member company, refused to locate their utilities, located the utilities in error, provide incomplete or inaccurate drawings, or did not provide sufficient information in response to our request.



It is the responsibility of both you and the utility owner to provide us with any and all information that you have regarding subsurface utilities or other subsurface conditions that may not be identified through the Design Stage Request, but that might affect the design of the project.

**B. Base Civil Site Design Services**

1. We will consult with the City to clarify and define the City's requirements and objectives for the sanitary sewer main project and review available data.
2. We will identify and analyze requirements of governmental authorities having jurisdiction to approve the design of the project and consult with the authorities as part of the design phase of the project.
3. We will prepare construction drawings for the project indicating the scope and character of work to be performed by the contractor. The construction drawings will be plan and profile sheets of the sanitary sewer routing and detail sheets indicating the specific construction requirements.
4. We will prepare technical specifications for bidding of the project.
5. We will prepare for review and approval by the City, its legal counsel and other advisors, contract agreement forms, general conditions, and supplementary conditions, bid forms, invitations to bid and instructions for bidders and assist in the preparation of other related documents.
6. We will prepare an engineers opinion of probable construction cost for the project.
7. We will prepare design data and technical criteria to enable filing of pertinent permits for the project.
8. We will assist owner in advertising for and obtaining bids for construction, materials, equipment, and services and where applicable maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-bid conferences and receive and process deposits for bidding documents.
9. We will issue addenda as appropriate to interpret clarify or expand the Bidding Documents.
10. We will attend the bid opening, prepare bid tabulation sheets, assist owner in evaluating bids or proposals, and prepare the contract agreement for awarding the construction contract.
11. We will prepare work directive changes or change orders as required.
12. We will review shop drawings, samples, and other data which the contractor is required to submit, but only for conformance with the design concept of the project and compliance with the Contract Documents. Such reviews, and approvals, or other action shall not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto.
13. We will review applications for payment based on site observations from the City inspector.
14. We will prepare a record drawing of the sanitary sewer installation for the City records.

**C. Application for Permits**

1. We will prepare and submit applications on your behalf for an IEPA Sanitary Sewer Construction & Operating Permit.
2. We will prepare and submit applications for utility bore and construction permits from the St. Clair County.

**D. Legal Descriptions for Easements**

1. We will prepare legal descriptions for preparation of easements and temporary construction easements. This Contract does not include the cost of negotiating easements with property owner's.

**E. Construction Phase Services**

Upon your specific request and direction and at an hourly cost:

1. We will coordinate with utility companies regarding the relocation of existing utilities and utility structures.
2. We will provide construction observation services at intervals directed by you.

**PROPOSED SCHEDULE**

Unless you tell us otherwise, we will begin to schedule work on the project as soon as you accept this Contract and return it to us with your signature. Assuming you execute the Contract shortly after we submit it to you, we intend to prepare design plans for submittal to municipal authorities and permitting agencies by December 28, 2015. However, we obviously do not control the schedule by which municipalities or regulatory agencies review or approve plans. Through this Contract you acknowledge that, as well as your understanding that municipalities and regulatory agencies may also require subsequent revision to the plans.

**FEES - BASIC SCOPE OF SERVICES**

We agree to provide the **Basic Scope of Services** listed above in exchange for your payment of the following fees:

- A. **Topographic Survey to Supplement Existing 11<sup>th</sup> Street Topo** For a Lump Sum Fee of \$ 4,875
- B. **Base Civil Engineering Site Design Services** For a Lump Sum Fee of \$ 6,950
- C. **Application for Permits and Reviews** For a Lump Sum Fee of \$ 4,800
- D. **Partial Boundary Survey and Legal Descriptions for Easements (if needed) at hourly rates, not to exceed \$ 4,400**
- E. **Construction Phase Services** - Since Construction Phase Services will be at "your specific request and direction", it is not possible for us to know how many hours of service we will need to provide. The need for these services can also vary significantly depending upon your selection of contractor or subcontractors. We therefore have no way to provide you with a fixed price for those services with any degree of accuracy. As such, we will bill you for any Construction Phase Services at the hourly rates listed in our standard fee schedule in effect at the time of your request. We have included in this Contract as Attachment III, a copy of our current fee schedule, which may be amended from time to time, generally effective January 1<sup>st</sup> of each year.

If you can clearly define in advance the scope of the Construction Phase Services you will require so that we can estimate man-hours, we may be able to provide an estimate of these costs, or set a not-to-exceed price for the services.

- F. **Reimbursable Costs** - You also agree to reimburse us for outside services, such as subconsultant services, delivery services, express mail, or the printing and production of plan documents, at our actual cost plus 15%. If the project requires commercial travel, overnight stays, and associated expenses you agree to reimburse us at our actual cost.

**BILLING AND PAYMENT**

We will bill you, at the address listed for you in this contract, for the **Basic Scope of Services** we have provided as well as for any additional services you request in the following manner:

- A. For the **Topographic Survey, the Base Civil Engineering Site Design Services, and the Applications for Permits and Reviews**, we will bill you monthly for a percentage of the lump sum fees based upon our estimate of the percentage of services we have provided to date.
- B. For the **Legal Descriptions for Easements** we will bill you monthly for the time expended that month on that task.
- C. For any fees for any other services we provide, including **Construction Phase Services**, we will bill you on a monthly basis for services provided to date.
- D. For any fees for **Reimbursable Costs**, we will bill you on a monthly basis for actual costs plus any markup.

Should submission of any of the surveys, studies or plans above be unduly delayed by you, by any regulatory review or agency, or by any other event that is not within our control, we reserve the right to bill you for the percentage of services provided to date, and to then bill for the balance of any lump sum fee upon eventual submission.

For all of the above, payment is due when you receive our respective invoice. You agree to both process and pay our invoices promptly. While we are not obligated to do so, if after thirty (30) days, any portion of any invoice remains unpaid, you agree that we have the right to charge you interest, at a rate of up to 1½ percent per month for any balance unpaid.

Except as provided by law or allowed in writing by us, our invoices are not subject to unilateral set-offs, back charges or discounts by you. You must pay the full amount of the invoice. Unless otherwise specified within this Contract, you can not retain any money due to us, or otherwise reduce the amount of any invoice we send to you.

If you have a question about or disagree with any portion of any invoice, you should notify us in writing within fifteen (15) calendar days of receipt of the invoice, specifically describing the reason for your dispute. We will then work towards resolving any issue with you within thirty (30) calendar days. Any portion of the invoice that is not in dispute remains due and should be paid by you by the due date.

In the event we are providing services as a subconsultant through you, we may agree to a provision that payment to us is delayed until you receive payment from your client. However, even under such an agreement, you must make payment to us within seven (7) calendar days of you being paid by your client. Should your client hold payment from you because of some issue with your work, but an issue unrelated to our work, you are still obligated to pay us for the work we have performed, even though you may not have yet been paid by your client, and you agree to do so within sixty (60) calendar days.



## ADDITIONAL SERVICES

You may request that we provide any additional services not included in the **Basic Scope of Services** above, and do so either on your verbal authority at our current hourly rates, or by requesting a written addendum to this contract. We may also request authorization for additional services via a written contract addendum. Any such addendum will also identify adjustments to the project schedule and fees in order to include the requested additional services.

As a firm, we may offer other services that you have not requested we provide. If you have not requested those services from us, they are not included within the **Basic Scope of Services** listed above, and therefore also not included in any lump sum fee listed above. If the nature of the project requires or warrants additional services but you choose not to secure those services from us, you still retain the responsibility to secure those services from another appropriate and qualified consultant.

## EXCLUDED SERVICES

As a firm, we specifically list services that we do not provide and therefore exclude from this Contract and from our **Basic Scope of Services**. Specifically Excluded Services are:

1. Performing any geo-technical or soils testing.
2. Performing any environmental assessment.
3. Investigating or performing any archeological (Phase I, II, or III) study that might be required by the Illinois Historic Preservation Agency.
4. Performing any sanitary sewer testing including flow testing, dye testing, air testing, or mandrel tests.
5. Verifying that the work of any other design professional is in compliance with any local, state or federal ordinance, code, law or other regulation as they apply to this project

Although these services will not be provided by us, they may still be necessary for the project. It is your responsibility to make that determination and to procure any such services from an appropriate and qualified consultant. When you do, you agree to provide their findings or plans to us so that we can evaluate their potential impact upon the services we have agreed to provide.

We are not responsible for addressing within our design or fees, any environmental conditions you might encounter or find, including but not limited to garbage, dumping sites, petroleum tanks or radioactive waste, nor are we responsible for non-compliance with any permit requirements associated with the above, or for any other requirement not included within our **Scope of Services**.

## INSURANCE

We agree to obtain insurance from a reputable insurance company and to maintain that insurance throughout the term of this contract. Our current insurance coverage and limits are included in this Contract as **Attachment II – Schedule of Insurance**. At your request, we will provide you with a certificate of insurance on the standard ACCORD form issued by an authorized representative of our insurer, as evidence that we have obtained insurance coverage applicable to this Agreement.

As to Professional Liability / Errors & Omissions Insurance, we agree to maintain that insurance throughout the design and construction of this project, and for a period of one year following substantial completion, provided that coverage is reasonably available at commercially affordable premiums. For the purposes of this Contract, "reasonably affordable" and "commercially available" mean that more than half the design professionals practicing in the State of Illinois and in this specific discipline are able to obtain such coverage.

You may request that we secure and provide project specific insurance with higher limits than we would normally carry, and for a specific length of time, provided that you also agree to pay for the higher cost of the premiums for that insurance.

## RIGHT OF ENTRY

Throughout the term of this Contract, you agree to obtain and grant to us and our personnel, reasonable and necessary nonexclusive access to the project site and property so that we can fulfill our **Basic Scope of Services** listed above. While on the project site and property, our personnel will make every reasonable effort to protect that property and to comply with applicable safety procedures, including those specifically communicated to us by you. You understand that the use of surveying or other equipment may unavoidably cause some minor damage to trees, shrubs, crops or sod, the correction of which is not a part of this Contract.



You also agree to obtain and grant to us permission to erect a sign on the project site, should we choose to do so, identifying us as the project engineer and / or surveyor, and to allow that sign to remain on site during construction, reasonably protected from damage.

#### QUALIFICATIONS

We employ Licensed / Registered Land Surveyors, Licensed Professional Engineers, and Licensed Structural Engineers. When appropriate, our work will be performed by or under the direct supervision of one of those professionals and when applicable, documents submitted to you or on your behalf will bear the seal of the respective Surveyor or Engineer and certification to that effect.

#### SPECIFIC TERMS AND CONDITIONS

This Contract is based upon the following specific terms and conditions:

1. You, and / or the owner, are responsible for paying any and all permit and / or application fees, utility connection fees, any fees required by statute or ordinance, any fees associated with a Municipality's adopted subdivision or development code, and any fees for activities including but not limited to, legal recordation, Illinois EPA sewer or water permits, NPDES NOI permits, wetlands delineation studies, archeological studies, municipal review, or title report. If you should require us to pay any such fees anyway and then request reimbursement from you, you agree to reimburse us for the cost of the actual fees plus a fifteen (15) per cent surcharge in order to offset costs for processing, the cost of money, and professional liability insurance.
2. You agree to not initiate any construction based upon our plans until any and all required permits and approvals are received from any issuing agency. Should you disregard this limitation and initiate work or seek bids prior to plan approval or permits being issued, and should the municipality or issuing agency require modifications to the plans as we submitted, we are not responsible for the revised bid prices that may result, or for the cost to remove, modify or otherwise change any construction performed prior to the issuance of a permit.
3. You agree to not initiate any construction based upon our plans until any and all required permits and approvals are received from any issuing agency or municipality. Should you disregard this limitation and initiate work or seek bids prior to plan approval or permits being issued, and should the municipality or issuing agency require modifications to the plans as we submitted, we are not responsible for the revised bid prices that may result, or for the cost to remove, modify or otherwise change any construction performed prior to the issuance of a permit.
4. When we submit any drawings, plans, specifications, plats, descriptions, or other documents to you for your review you agree to review them within thirty (30) days to determine if they are generally acceptable and if so, to note your approval, which shall not be unduly withheld.
5. As part of your review, should you detect what you believe to be errors, necessary changes, or failure on our part to complete our responsibilities under the Basic Scope of Services above, you are to immediately notify us. We will then correct any errors you note or complete any remaining tasks, as necessary.
6. If we have agreed to a lump sum fee for our services, that fee, as proposed, does not include making multiple revisions to the civil engineering site design.
7. If your review is delayed for some reason, we may temporarily suspend work until you are able to complete the review, so that we are able to make any required changes before proceeding with the project.
8. You agree, to the fullest extent permitted by law, to indemnify and hold us harmless from any claim, liability or cost (including reasonable attorney's fees and costs of defense) should you fail or refuse to comply with any local, state or federal ordinance, code, law or other regulation as they apply to this project, or should your other consultants, subconsultants, contractors or subcontractors, fail or refuse to comply with any local, state or federal ordinance, code, law or other regulation as they apply to this project, and an injury, claim or loss arises or is alleged as a result.
9. You agree to name us as an additional insured and have your insurance carrier issue to us a certificate of insurance and an endorsement to your policy using ISO Form CG 20 07 07 04, or an equivalent acceptable to us. This endorsement protects us from liability in respect to any bodily injury, property damage, or personal and advertising injury, caused in whole or in part by your acts or omissions or the acts and omissions of others acting on your behalf.

#### ATTACHMENTS

The following are attached to this Contract and are hereby incorporated into the Contract and made part of it by this reference.

#### ATTACHMENT I: GENERAL TERMS AND CONDITIONS



**ACCEPTANCE**

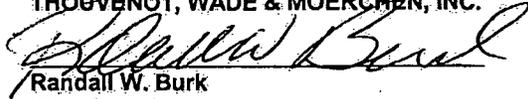
This Contract and any and all attachments comprise the final and complete agreement between you and us. It supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written, relating to the subject matter of this Contract. Execution of this Contract signifies that each party has read the document thoroughly, has had any questions explained by independent counsel and is satisfied. Amendments to this Contract shall not be binding unless made in writing and signed by both you and by us.

IN WITNESS WHEREOF, the parties hereto have made and executed this **CONTRACT** on this \_\_\_\_\_ day of \_\_\_\_\_, 2015

**CITY OF BELLEVILLE**

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

**THOUVENOT, WADE & MOERCHEN, INC.**

  
Randall W. Burk  
Vice President

**Address for giving notices:**

101 South Illinois Street  
Belleville, Illinois 62220  
Tel. No. 618-233-7146

E-Mail: Royce Carlisle <[rcarlisle@belleville.net](mailto:rcarlisle@belleville.net)>

**Address for giving notices:**

4940 Old Collinsville Road  
Swansea, Illinois 62226  
Tel. No. (618) 624-4488  
Fax No. (618) 624-6688

E-Mail: [corp@twm-inc.com](mailto:corp@twm-inc.com)



## ATTACHMENT I - GENERAL TERMS AND CONDITIONS

**GOVERNING LAW.** Because of our corporate headquarters location, this Contract, its validity, interpretation and performance, will be governed by the laws of the State of Illinois.

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

**SEVERABILITY AND SURVIVAL.** If any provision of this Contract is later held unenforceable for any reason it will be deemed void, but all remaining provisions will continue in full force and effect. Notwithstanding completion or termination of this Contract for any reason, your rights, duties and obligations, as well as ours, will survive the completion of the work or the termination of the Contract, and remain in full force and effect until they are fulfilled.

**ASSIGNMENT.** Neither you or we can transfer, sublet or assign any rights under, or interest in, this Contract without the prior written consent of the other, with one exception: if you fail to pay for the services we provide, we retain the right to assign this Contract to a collection agency or attorney in order to collect the past due account.

**TERMINATION.** Either you or we may terminate this Contract at any time with or without cause upon giving the other party thirty (30) calendar days prior written notice. Regardless of who initiates termination, within thirty (30) calendar days of such termination you agree to pay us for all services rendered and all costs incurred up to the date of termination.

**SUSPENSION OF SERVICES.** If you suspended work on the project for more than thirty (30) calendar days in the aggregate, we are obviously entitled to compensation for the services we performed and the charges we incurred prior to that suspension. Upon resumption, we may also be entitled to a fair adjustment to our fees to help offset the resulting demobilization and remobilization costs, as well as a fair adjustment in the project schedule because of the suspension. You also agree that we are entitled to be paid, and that you will pay us, for all the services we provide to you, even if you subsequently decide not to proceed with your project.

**DEFINITIONS.** Sometimes people assume the meaning of specific words commonly used in the construction industry, but that presumed meaning may not be accurate. For the purposes of this Contract, and unless otherwise specified in this Contract, you agree with us that the following words, and their derivative words or phrases, will have the meaning indicated below:

- **CERTIFY, CERTIFICATION:** A statement of our opinion, to the best of our professional knowledge, information and belief, and based on observed conditions. Any such statement of opinion does not constitute a warranty, either express or implied. You understand that our certification does not relieve you or your contractors of any responsibility or obligation they may have by industry custom or under any contract.
- **COST ESTIMATE:** An opinion of probable construction cost made by us. If we provide a cost estimate or an opinion of probable construction cost, you recognized that we have no control over the actual costs of labor, equipment or materials, or over the methods used by contractors and bidders to determine prices or bidding. Any opinion of probable construction costs is therefore based upon our reasonable professional judgment, experience, and the data available to us at the time, and does not constitute a warranty, express or implied, that any bids or the negotiated price of the work will not vary from your budget or from that opinion of probable cost previously prepared by us.
- **DAY, DAYS:** The term "day" means a calendar day of 24 hours. The term "days" means consecutive calendar days of 24 hours each, or any fraction of a single day.
- **INSPECT, INSPECTION:** The visual observation of the Work involved in this project as it is being constructed, in order to permit us, as experienced and qualified professionals, to determine that the Work, when completed by the Contractor, generally conforms to the plans, specifications and Contract Documents. If we make any such inspections for you, you agree that we are not guaranteeing, and that we have no authority or control over, the Contractor's performance or his failure to perform the Work in accordance with the Contract Documents. We also have no responsibility for the means, methods, techniques, sequences or procedures selected by the Contractor, or for the Contractor's safety precautions and programs, or for the failure of the Contractor to comply with any laws or regulations relating to performing or furnishing the Work under their Contract.
- **RECORD DOCUMENTS:** Drawings prepared by us upon the completion of construction. These are typically based upon marked-up drawings and other data furnished to us by the Contractor and / or others showing significant changes in the Work made during construction. Some refer to these as "as-builts", but because Record Documents are prepared using unverified information provided by others, we don't make any warranty as to the absolute accuracy or completeness of the drawings we prepare, and in fact because of the source of the information we use, the drawings we provide to you may not accurately reflect what was built.
- When you see the words "us", "we", and "our" they generally refer to TWM INC., as well as our officers, partners, employees, agents and subconsultants.
- When you see the words "you" or "your", they generally refer to you as the CLIENT, as well as your officers, partners, employees, agents and subconsultants.

**SCOPE OF SERVICES.** Both you and we have agreed to a list of Basic Services that we will provide to you at an agreed upon price. Those services are listed in the Scope of Services section. Services not specifically listed in this section are excluded from the scope of our work and we therefore assume no responsibility to perform those services. If you ask us to perform additional services we will do so at our prevailing fee schedule. On some projects we are asked to provide only surveying or construction staking services, or to design only specific aspects of the project, while someone else provides those aspects of the design not provided by us. This may be the case in a "design-build" project as well, where the contractor provides some "design" services. In all such cases you agree that we have no responsibility, and accept no responsibility, for any design performed by others, or for detecting errors in their design, or for bringing any such possible errors to your attention.

**TIMELINESS OF PERFORMANCE; DELAYS.** We will perform our services with due and reasonable diligence consistent with sound professional practices. However, we are not responsible for delays caused by factors beyond our reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other regulatory authority to act in a timely manner, your failure to furnish timely information or approve or disapprove of our services or work product promptly, or delays caused by your faulty performance or by Contractors at any level. When such delays beyond our reasonable control occur, you agree that we are not responsible for damages, nor shall we be deemed to be in default of this Contract.

**INFORMATION PROVIDED BY OTHERS.** We may need you to provide to us with some specific information so we can perform our Scope of Services. Typically that at least includes a current title insurance commitment or title insurance policy pertaining to the subject property so that we can determine the legal description of the property and the easements, covenants, conditions and restrictions encumbering it. You are also obligated to provide us with any additional information available to you or to your other consultants or contractors that might be applicable, necessary or helpful to us in performing our Scope of Services. With all such information you acknowledge that we have to trust the accuracy, completeness and sufficiency of information when it is provided by you or someone else. Still, there are a number of possible reasons why the information may not be accurate, including that errors or omissions may have occurred in the information when assembled and provided by you, or you may fail to produce all the necessary or appropriate documents or information. Even so, you agree that for any information provided by you or others, we are entitled to rely upon it, and to assume that it is accurate, complete, and in compliance with applicable rules, regulations, codes and laws. You therefore also agree, to the fullest extent permitted by law, to indemnify and hold us harmless from any claim, liability or cost (including reasonable attorney's fees and costs of defense) should you provide documents or other information for our use, and an injury, claim or loss arises or is alleged based upon errors, omissions, inaccuracies or code violations contained within the information you or someone else provides.

**ATTACHMENT I - GENERAL TERMS AND CONDITIONS (CONTINUED)**

**UNDERGROUND UTILITIES & SUBSURFACE CONDITIONS.** Our Scope of Services may require that we indicate the location of underground utilities on our survey or plans. If so, we will request that the location of those underground utilities be identified by surface markings. We do this by calling J.U.L.I.E. (State of Illinois) or DIG-RITE (State of Missouri) or any other appropriate "one-call" utility location service. You also agree to provide us with any information you might have about easements, pipelines, personal communication cables, or any subsurface conditions that might not otherwise be known or located. We then prepare our survey / plans indicating the locations of existing underground utilities, as they have been marked, or disclosed by you. However, you again recognize and understand that in order for us to provide this service, we are dependent upon information provided by others, and that the information upon which we must rely may contain errors or be incomplete for a number of reasons, including: 1) joint utility location services or their members may refuse to locate buried utilities during the design phase of a project; 2) the actual location of utilities sometimes deviates from the surface location marked by joint location services; 3) not all utilities are members of joint location services and therefore may not be notified by them, and; 4) member utilities may not respond to all requests for utility location. You should also recognize and understand that surface location markings do not identify the depth of underground utilities. You therefore agree, to the fullest extent permitted by law, to indemnify and hold us harmless from any claim, liability or cost (including reasonable attorney's fees and costs of defense) should the markings provided by a utility location service prove inaccurate or incomplete, and property damage, injury or economic loss arises or is alleged because of a contractor's reliance on underground utility information contained in plans prepared by us.

While we will indicate subsurface utilities on our plans and surveys in a manner consistent with the ordinary standard of care, unless specifically required to do so in the Scope of Services, we will not excavate, uncover or inspect actual underground utilities to indicate a more precise location, condition or capacity, or to try to determine the existence of any subsurface condition that might impact the eventual construction of the project.

**ENVIRONMENTAL & HEALTH HAZARDS.** Both you and we acknowledge that our scope of work does not include any services related to asbestos or hazardous or toxic materials. However, while working on the site, should we encounter any materials or conditions that we suspect could be hazardous or toxic, we will notify you of that suspicion so that you can investigate. In that event, or in the event that any other party encounters or suspects asbestos or hazardous or toxic materials at the jobsite or any areas adjacent, we may, at our option and without liability for consequential or any other damages, suspend the performance of our services on the project until you retain an appropriate specialist, consultant, or contractor to identify, abate and / or remove the hazardous or toxic materials and warrant that the jobsite is in full compliance with applicable laws and regulations.

**CHANGED CONDITIONS.** Once this Contract is in place, it is possible that conditions change, and that something occurs or is discovered that was not originally contemplated or known by us. You agree to rely on our judgment as to the continued adequacy of this Contract in such cases. Should we identify changed conditions that in our opinion necessitate renegotiation of this Contract, both we and you will promptly, and in good faith, enter into that renegotiation. If we can not agree to new Contract terms, you and we each have the absolute right to terminate this Contract, in which case you agree to pay us for the services we have rendered through the date of termination.

**STANDARD OF CARE.** Services provided by us under this Contract will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

Both you and we owe a duty of care to the public that requires both of us to conform to applicable codes, standards, regulations and ordinances, principally to protect the public health and safety. You will make no request of us that, in our reasonable opinion, would be contrary to our professional responsibilities to protect the public. You will take all actions and render all reports required of you in a timely manner. Should you fail or refuse to take any required actions or render any required notices to appropriate public authorities in a timely manner, you agree that we have the right to exercise our professional judgment in reporting to appropriate public officials or taking other necessary action. You agree to take no action against us or attempt to hold us liable in any way for carrying out what we reasonably believe to be our public responsibility. You also agree that in this situation, we have the right to immediately terminate this Contract and cease providing services, without the notice we would normally provide under the Termination or Suspension of Services sections of this Contract.

In order to minimize frivolous lawsuits, you will make no claim for professional negligence against us, either directly or in a third party claim, unless you have first provided us with a written certification executed by an independent professional currently practicing in the same discipline as us and licensed in the State of Illinois. This certification shall: a) contain the name and license number of the certifier; b) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of a professional performing professional services under similar circumstances; and c) state in complete detail the basis of the certifier's opinion that each such act or omission constitutes such a violation. This certificate shall be provided to us not less than thirty (30) calendar days prior to the institution of any claim.

**JOBSITE SAFETY.** Our employees will perform their work in a safe manner and in accordance with applicable rules and regulations. We are responsible for the safety of our own employees on the jobsite but will follow instructions of the General Contractor when those employees are in an area of the jobsite controlled by the General Contractor. Both you and we agree that the General Contractor is solely responsible for jobsite safety, and you agree that it is your responsibility to make that evident to your General Contractor. Neither our professional activities, nor the presence of our employees or subconsultants at a construction site, will relieve the General Contractor or any other entity of their responsibility for jobsite safety or for their obligations, duties, and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the Work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. Neither we nor any of our employees has the authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. You also agree that in order to further protect all of us, you, we, and any subconsultants we employ, will be indemnified and made additional insureds under the General Contractor's general liability insurance policy, endorsed under ISO Form CG 20 10 11:85, unless a different form is proposed and accepted by us.

**CONFIDENTIALITY.** If any data or information furnished to us by you is marked CONFIDENTIAL, or if you direct us to keep confidential any data generated by us for this project, we will not disclose that data or information to any person or entity, other than our own employees, any subconsultants working for us on the project, the general contractor and subcontractors, or any appropriate or required governmental or regulatory agency. These provisions do not apply to information in whatever form that comes into the public domain, nor do they restrict us from giving notices required by law or from complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction. These provisions also do not apply to information that in our opinion is necessary for us to defend ourselves from any suit or claim.

You agree that the technical methods, techniques and pricing information contained in any proposal submitted by us pertaining to this project or contained in this Contract or any Addendum thereto, are to be considered confidential and proprietary, and shall not be released or otherwise made available to any third party without our express written consent.

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

**ATTACHMENT I - GENERAL TERMS AND CONDITIONS (CONTINUED)**

**OWNERSHIP OF INSTRUMENTS OF SERVICE.** All reports, plans, specifications, computer files, field data, notes and other documents prepared by us are instruments of the professional services we provide. They are not products. This is an important distinction when considering the implications of "product liability" versus "professional liability". We therefore shall be deemed the owner and author of said drawings and data, and shall retain all rights to them, including all statutory and other reserved rights; the right to reuse specific design elements created by us, and the ownership of the copyright imbedded therein. If you have paid us in full for the services provided under this Contract, we will, at your request, supply you with one Mylar set of final plans for the project, and grant a limited, royalty-free license for you to use those plans for the purposes of advertising, promotion, and construction, and the operation and maintenance of the Project. However, by accepting any such plans or documents you agree that use or reuse for any purpose other than the work covered under this Contract, or any modification without our written permission, is at your sole risk. You agree to indemnify and hold us harmless from all claims, damages and expenses, including attorneys' fees, to release us from all claims and liability, to waive all claims against us, and to pay to defend us, if you or anyone else acting on your behalf, uses or reuses these data for any other purpose or work.

**ELECTRONIC MEDIA / FILES.** Data transferred in electronic format is easily altered, even unintentionally; therefore creating the possibility that unwanted errors might be introduced into the data via the transfer process. These errors might result from incompatible software or hardware settings; from damage to the electronic media; from electrical charges; from unauthorized changes made by you or another party; or from similar events. It is generally difficult to determine when and how such errors were first introduced, and therefore who is responsible for the change. Like our paper documents, electronic data are instruments of the professional services we provide. They are not products. As such, we normally do not provide clients with drawings or other data as electronic files.

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

**UNAUTHORIZED CHANGES.** In the event you allow, authorize, consent to or approve of anyone else making changes to any plans, specifications or other construction documents prepared by us, and those changes are not approved in writing by us, you recognize that said changes and the results thereof are not our responsibility. You therefore agree, to the fullest extent permitted by law, to indemnify and hold us harmless from any claim, liability or cost (including reasonable attorney's fees and costs of defense) should you, or any of your agents or representatives other than us, make unauthorized changes to drawings and data provided by us.

**SUPPLANTING DESIGN PROFESSIONAL.** If, for any reason, we do not complete all the services contemplated by this Contract, we cannot be certain of the accuracy, completeness or workability of any documents prepared by us, especially if they are used, changed, or completed by you or someone else. Since the accuracy of any such documents would no longer be in our control, we also can not be held responsible for assuring that accuracy. Accordingly, you agree, to the fullest extent permitted by law, to indemnify and hold us harmless from any claim, liability, or cost (including reasonable attorney's fees and defense costs) for injury or loss arising or alleged because of such use or completion, or for any unauthorized changes made by any party to any documents prepared by us. Nothing in this paragraph indemnifies us from our own negligence or breach of our obligations under this Contract.

**DEFECTS IN SERVICE.** Should you discover what you suspect to be a defect in our work or services, you agree to promptly report that suspicion to us as soon as you become aware of it, so that we can investigate and take measures to correct any such defect and to minimize the consequences of it. You further agree to impose a similar notification requirement on all your contractors, and that they do so with all subcontractors, at any level. The intent is to avoid the potentially higher cost of change orders by identifying and correcting any such defects as early as possible. Therefore, failure by you or your contractors or subcontractors to notify us as required in this section, will limit our cost of remedying any such defects to the sum that remedy would have cost had we been given prompt notification.

**BETTERMENT.** Betterment, or unjust enrichment, means that a person, who is negatively impacted because of an alleged error, recoups not only their actual losses caused by the error, but gains an advantage or profit because of it. This Contract does not allow betterment or unjust enrichment. Therefore, if due to an oversight by us, any required item or component of the project is omitted from the project construction documents, our responsibility is limited to the cost over and above what it would have cost you had the component or item been designed, specified and constructed in the first place. In other words, not the cost of the item itself, but only the premium cost to add the omitted item out of normal sequence.

**CONSEQUENTIAL DAMAGES.** Notwithstanding any other provision of the Contract, you or we will not be liable to the other for any consequential damages incurred due to the fault of the other party, regardless of the nature of this fault or whether it was committed by you or us, or by your or our employees, agents, subconsultants, or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.

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

**CONTINGENCY.** You and we agree that although our mutual goal may be the creation of a "perfect" set of project plans and documents, it is improbable that "perfection" can ever be attained. Because of the possibility for omissions, ambiguities or inconsistencies in the drawings and specifications, bidders might interpret the plans and specifications differently than we intended. In addition, influences beyond our control, such as increases in material prices, bidder workload, and labor costs, could all possibly impact bid prices. Therefore, project costs could be higher than you or we initially anticipate and deviate from any pre-bid estimate of those costs prepared by us. You and / or the owner therefore agree to set aside a reserve in the amount of 10 percent of the project construction costs as a contingency, to be used, if necessary, to pay for any increased costs. You and the Owner further agree to make no claim by way of direct or third-party action against us or our subconsultants with respect to such increased costs.

**NON-SOLICITATION OF EMPLOYEES.** During the term of this agreement and for a period of two (2) years afterwards, you agree that you will not solicit to hire nor hire any of our employees, whether or not you became aware of them through the performance of this Agreement. Furthermore, you agree for the same time period not to participate or facilitate in any way in the attempt of any other company to solicit to hire or hire any of our employees.

**ATTACHMENT I - GENERAL TERMS AND CONDITIONS (CONTINUED)**

**DISPUTE RESOLUTION.** Should any disagreement or conflict arise between you and us in relation to this Contract during or following the completion of the project, we both agree to work diligently to try to amicably resolve our differences. We both agree to first do so through informal discussion and agreement. Should those discussions not resolve the matter, you and we agree to attempt resolution through nonbinding mediation, in accordance with the Construction Industry Mediation Rules of the American Arbitration Association, effective as of the date of this Agreement. Mediation is to commence within thirty (30) days from the date of receipt of any written claim, dispute or other matter in question, and both of us will mutually select the certified mediator or certified mediation service. You and we further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants to include a similar mediation provision in all agreements with subcontractors, subconsultants, suppliers, or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to all agreements.

However, nothing in this Section prohibits us from proceeding with any legal action necessary to enforce the payment provisions of this Contract, should you fail to pay for services rendered by us. In such cases, we are not required to first utilize mediation in the pursuit of collections and may in fact initiate legal action in an attempt to secure payment.

**STATUTES OF REPOSE.** Any legal action by either you or us against the other arising out of or in any way connected with the services to be performed under this Contract, is barred after any statute of limitation set by state law, or after five (5) years have passed from the date the project or project phase is substantially completed, whichever is shorter, and under no circumstances will any such claim be initiated by either you or us beyond those dates. In the event this Contract is terminated early, the date of Contract termination will be used in place of a substantial completion date.

**THIRD PARTY BENEFICIARIES.** Nothing contained in this Contract should be interpreted to create a contractual relationship with, or a cause of action in favor of, a third party against either you or us. Our services under this Contract are being performed solely for your benefit, and no other entity shall have any claim against us because of this Contract or the performance or nonperformance of services under this Contract. You agree to include a provision in all you contracts with contractors and other entities involved in this project to carry out the intent of this Section.

**FAILURE TO PAY FOR SERVICES PROVIDED.** Failure to make payment to us in accordance with the terms herein is a material breach of this Contract. If payment for services we provide to you is not received by us within thirty (30) calendar days of the invoice date, you agree that while we are not obligated to do so, we have the right to charge interest at a rate of up to one and one-half (1½) percent (or the maximum allowable by law, whichever is lower) on the PAST DUE amount each month it remains past due. Any payments you then make will first be applied to the accrued interest and then to the unpaid principal. In addition we may take additional actions, which may include:

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

In the event that we find it necessary or prudent to file a lien or take legal action in order to enforce the payment provisions of this contract, you agree to compensate us for our cost of doing so. Among other things, those costs include our time, at current billing rates, and the expenses we incur in our collection efforts. They also include reasonable attorney's fees, court costs and related expenses incurred by us. You agree that in addition to any judgment or settlement sums due, you will pay these fees, costs and expenses to us.

**GENERAL INDEMNIFICATIONS.** We agree, to the fullest extent permitted by law, to indemnify and hold you (as well as your officers, directors and employees and their heirs and assigns) harmless from and against liability for all claims, losses, damages and expenses, including reasonable attorneys' fees, to the extent such claims, losses, damages, or expenses are caused by our negligent acts, errors or omissions under this Contract, or those of anyone for whom we are legally liable.

You agree, to the fullest extent permitted by law, to indemnify, defend and hold us (as well as our officers, directors, employees and their heirs and assigns, and any individuals and entities we retain for performance of the services under this Contract, including but not limited to our subconsultants and their officers, directors, employees, heirs and assigns) harmless from and against liability for all claims, losses, damages and expenses, including reasonable attorneys' fees, to the extent such claims, losses, damages, or expenses are caused by your negligent acts, errors or omissions in connection with the Project, or those of your contractors, subcontractors or other consultants, or anyone for whom you are legally liable.

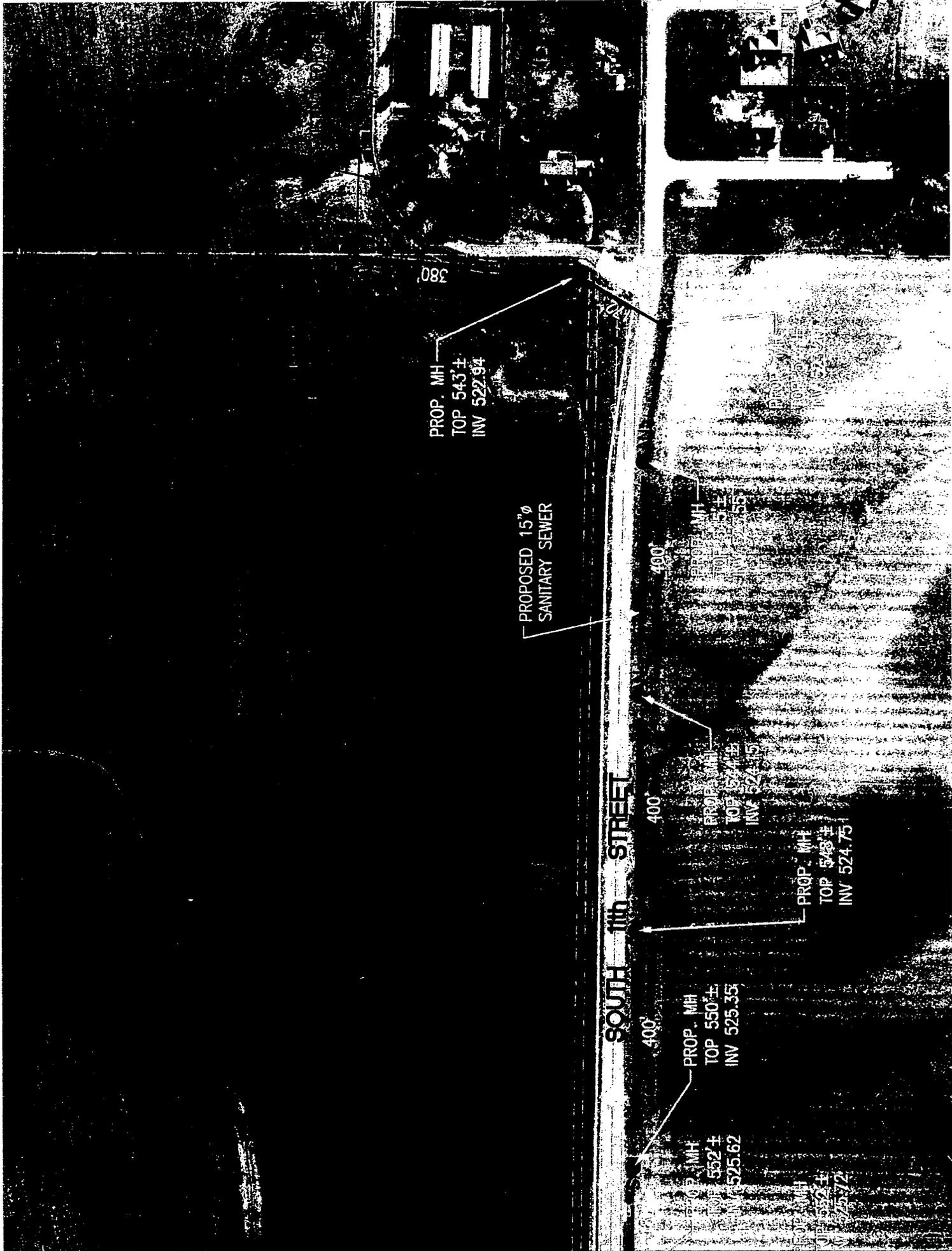
You are not obligated to indemnify us in any manner whatsoever for our own negligence. We are not obligated to indemnify you in any manner whatsoever for your own negligence. In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of both of us, they shall be borne by each party in proportion to each party's negligence.

**LIMITATION OF LIABILITY.** The potential risks of the project, in recognition of the relative benefits to both you and us, have been allocated in such a manner that you agree, to the fullest extent permitted by law, to limit our liability, and the liability of our subconsultants, to you, and to all construction contractors and subcontractors on the project, for any and all claims, losses, costs, and damages of any nature whatsoever, or claims or expenses from any cause or causes. As such, unless a higher limit is requested by you and agreed to by us, the total aggregate liability for us and our subconsultants to all those named, defaults to, and shall not exceed, \$25,000. This limitation applies regardless of cause of action or legal theory, pled or asserted. You also agree that you will not seek damages in excess of the contractually agreed limitations indirectly through suits with other parties who may join us as a third party defendant.

Limitations on liability and indemnities in this Contract are business understandings between you and us and shall apply to all the different theories of recovery, including breach of contract or warranty, tort (including negligence), strict or statutory liability, or any other cause of action. However, these limitations on liability and indemnities will not apply to any losses or damages that have been found by a trier of fact to have been caused by our sole or gross negligence or our willful misconduct.

**ENTIRE AGREEMENT.** This Contract contains the entire agreement between you and us and supersedes any prior understanding or agreements, whether verbal or in writing, in relation to this project and the specific Scope of Services outlined in this Contract.





380

PROP. MH  
TOP 543.1±  
INV 522.94

PROPOSED 15"Ø  
SANITARY SEWER

SOUTH 11th STREET

400'

400'

400'

PROP. MH  
TOP 545.1±  
INV 522.55

PROP. MH  
TOP 547.1±  
INV 524.15

PROP. MH  
TOP 548.1±  
INV 524.75

PROP. MH  
TOP 550.1±  
INV 525.35

PROP. MH  
TOP 552.1±  
INV 525.62

PROP. MH  
TOP 552.1±  
INV 525.72

PROP. MH  
TOP 552.1±  
INV 525.72

Tuesday, October 13, 2015

Mayor Mark W. Eckert  
703 Blair Ave.  
Belleville, IL 62220

Honorable Mark W. Eckert:

My name is Keith Owens and I recently purchased the home of Ed and Joyce Laux on 215 Abend Street and restoring it to its former glory. I have driven down Abend Street and dreamt about owning one of the historical homes and becoming an active member of the Belleville community for years.

Two weeks ago, I was speaking to Linda Weisenstein about an idea I had to draw people downtown during the Christmas holiday season and giving the Old Belleville Historic District some attention to its importance in the community. My idea was to have a family-friendly luminary walk starting at the park at the corner of Abend and Main, go down to the corner of Abend and Garfield, then turning left on Garfield and ending at the Garfield Tavern.

I have spoken to my neighbors, General Bill Enyart and Judge Annette Eckert about this idea and they suggested that I have an exploratory meeting with members of the Heritage Club, St. Clair County Historical Society, Belleville Historical Society, and Abend street neighbors. Molly McKenzie, Will Shannon, and several neighbors got together at my house on Thursday, October 8, and I share with them my vision and to see if there would be any interest. There was an amazing acceptance to the idea and these are a few of the activities that were mentioned. . .

- Calling it “The Old Belleville Historic Luminary Walk”
- Dates: Friday, December 11 (6:00 – 9:00PM) and Saturday, December 12 (5:00 – 9:00PM)
- Closing off Abend from Main Street to Garfield and Garfield to Mascoutah Ave.- lining the streets with candle-filled luminaries (Requesting the streets to be closed from 3:00 to 10:00 for set-up and clean-up on both days)
- Carolers and Choirs singing on the route
- Serving hot cider, s-mores, candy canes, and ginger bread
- Horse drawn carriage rides
- Saint Nicholas
- Open houses
- Koerner House with a quilt exhibit and the Garfield Tavern open for snacks and choirs
- Geo-Cache activity for kids

Please let me know what you think about this activity, and if it is favorable, I would like to have an Abend – Garfield resident meeting on November 5 at 6:00 at my house to continue planning. Thank you for your work and dedication in making Belleville a wonderful place to live.

Sincerely,

Keith A. Owens

Jim Karwoski  
2648 Katrine Lake Drive  
Belleville, IL 62221  
October 1 2015

Dallas Cook  
City Clerk  
101 South Illinois  
Belleville, IL 62220

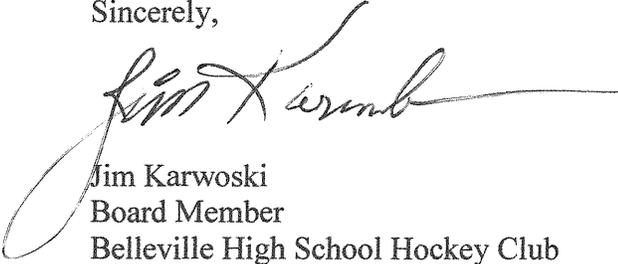
Dear Ms Fields

The Belleville East and West Hockey Programs would like to Sponsor a 5K run and half mile fun run on Thanksgiving Morning November 26<sup>th</sup> with the event beginning at 8:00 am. Once again we will have portable bathrooms on site that can be used for the Santa Claus Parade the next day.

We would use the same route as the last year. We would like to block off Main Street from the Square to 16<sup>th</sup> Street and we would need only two policemen to help.

With the early start on a Holiday morning I do not expect a lot of traffic. Thank you for your consideration.

Sincerely,



Jim Karwoski  
Board Member  
Belleville High School Hockey Club

**RESOLUTION NO. 3243**

**A RESOLUTION TO CHANGE SCOPE OF WORK  
FOR COMMUNITY DEVELOPMENT PY '15 PROJECT**

**WHEREAS**, the City of Belleville has applied to St. Clair County, Illinois for Program Year 2015 Community Development Block Grant funds; and,

**WHEREAS**, it is necessary that changes to the scope of work in the original application be made via this Resolution.

**NOW, THEREEFORE, BE IT RESOLVED** by the City Council of the City of Belleville, Illinois, as follows:

1. That the City of Belleville wishes to proceed with the changes indicated on Exhibit A; and,
2. That the chief municipal officials on behalf of the city execute such changes in the scope of work of said application; and,
3. That the chief municipal officials are authorized to provide such additional information as may be required to accomplish the obtaining approval of such changes.

**PASSED** by the City Council of the City of Belleville, Illinois, on this 2<sup>nd</sup> day of November, 2015 on the following roll call vote:

	<u><b>AYE</b></u>	<u><b>NAY</b></u>
Joseph Hazel	_____	_____
Ken Kinsella	_____	_____
Janet Schmidt	_____	_____
Michael Buettner	_____	_____
Kent Randle	_____	_____
Scott Tyler	_____	_____
Johnnie Anthony	_____	_____
Raffi Ovia	_____	_____
Ed Dintelman	_____	_____
Phillip Silsby	_____	_____
Bob White	_____	_____
Paul Seibert	_____	_____
Trenton Galetti	_____	_____
Phil Elmore	_____	_____
Roger Wigginton	_____	_____
James Musgrove	_____	_____

\_\_\_\_\_  
Mark Eckert  
MAYOR

(SEAL)

ATTEST:

\_\_\_\_\_  
CITY CLERK

### **EXHIBIT A**

The change of scope for PY 2015 Dutch Hollow Road Improvements consist of using \$356,821.00 PY 2015 dollars for the rehabilitation of the Dutch Hollow Bridge which is approximately 500 feet south of the intersection of Dutch Hollow Road and Lebanon Road (see attached map). The rehabilitation of the Dutch Hollow Bridge has an estimated cost of \$500,000.00. The City of Belleville resolves to pay any costs over the \$356,821.00 PY 2015 CDBG Funds allocated. The project will consist of removing and replacing the existing superstructure beams with new precast prestressed concrete deck beams while utilizing the existing substructure piers and abutments. The bridge will receive all new guard rail with some pier piling rehabilitation. The City of Belleville resolves to have the bridge completed on or before the June 30, 2017 contract expiration deadline.

**ORDINANCE NO. 7899-2015**

**A ZONING ORDINANCE IN RE CASE #30OCT15**

**Mary E. Eitzenhefer**

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

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

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

**Whereas**, an application has been filed requesting for a Use variance in order to utilize lots 6 & 7 on N. 1<sup>st</sup> St., parcel numbers: 08-21.0-217-026 & 08-21.0-217-027, for storage of construction equipment and materials located in a B-1 Multi Family Zoning District. (Applicable portion of zoning code: 60-6-24.)

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

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

**Section 1.** That the application requesting for a Use variance in order to utilize lots 6 & 7 on N. 1<sup>st</sup> St., parcel numbers: 08-21.0-217-026 & 08-21.0-217-027, for storage of construction equipment and materials located in a B-1 Multi Family Zoning District is hereby granted. (Applicable portion of zoning code: 60-6-24).

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

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

**PASSED** by the City Council of the City of Belleville, Illinois, on this \_\_\_\_\_ day of \_\_\_\_\_, 2015 on the following roll call vote:

	<u>AYE</u>	<u>NAY</u>
Joseph Hazel	_____	_____
Ken Kinsella	_____	_____
Janet Schmidt	_____	_____
Michael Buettner	_____	_____
Kent Randle	_____	_____
Scott Tyler	_____	_____
Johnnie Anthony	_____	_____
Raffi Ovian	_____	_____
Ed Dintelman	_____	_____
Phillip Silsby	_____	_____
Paul Seibert	_____	_____
Bob White	_____	_____
Phil Elmore	_____	_____
Trent Galetti	_____	_____
Roger Wigginton	_____	_____
James Musgrove	_____	_____

APPROVED by the Mayor of the City of Belleville, Illinois this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

**ORDINANCE NO.7900-2015**

**A ZONING ORDINANCE IN RE CASE #31OCT15**  
**Toot's Cake & Candy Supplies**

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

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

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

**Whereas**, an application has been filed requesting for a Sign Installation permit in the Area of Special Control in order to place two (2) window graphics at 314 E. Main St., parcel number: 08-22.0-340-004, located in a C-2 Heavy Commercial Zoning District. (Applicable portion of zoning code: 53-4-1.)

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

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

**Section 1.** That the application requesting for a Sign Installation permit in the Area of Special Control in order to place two (2) window graphics at 314 E. Main St., parcel number: 08-22.0-340-004, located in a C-2 Heavy Commercial Zoning District is hereby granted. (Applicable portion of zoning code: 53-4-1).

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

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

**PASSED** by the City Council of the City of Belleville, Illinois, on this \_\_\_\_\_ day of \_\_\_\_\_, 2015 on the following roll call vote:

	<u>AYE</u>	<u>NAY</u>
Joseph Hazel	_____	_____
Ken Kinsella	_____	_____
Janet Schmidt	_____	_____
Michael Buettner	_____	_____
Kent Randle	_____	_____
Scott Tyler	_____	_____
Johnnie Anthony	_____	_____
Raffi Ovian	_____	_____
Ed Dintelman	_____	_____
Phillip Silsby	_____	_____
Paul Seibert	_____	_____
Bob White	_____	_____
Phil Elmore	_____	_____
Trent Galetti	_____	_____
Roger Wigginton	_____	_____
James Musgrove	_____	_____

APPROVED by the Mayor of the City of Belleville, Illinois this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

**ORDINANCE NO. 7901-2015**

**A ZONING ORDINANCE IN RE CASE #32OCT15**  
**Kuehn, Beasley & Young P.C.**

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

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

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

**Whereas**, an application has been filed requesting for a Sign Installation permit in the Area of Special Control in order to place two (2) flush mounted signs at 23 S. First St., parcel number: 08-21.0-443-036, located in a C-2 Heavy Commercial Zoning District. (Applicable portion of zoning code: 53-4-1).

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

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

**Section 1.** That the application requesting for a Sign Installation permit in the Area of Special Control in order to place two (2) flush mounted signs at 23 S. First St., parcel number: 08-21.0-443-036, located in a C-2 Heavy Commercial Zoning District is hereby granted. (Applicable portion of zoning code: 53-4-1).

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

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

**PASSED** by the City Council of the City of Belleville, Illinois, on this \_\_\_\_\_ day of \_\_\_\_\_, 2015 on the following roll call vote:

	<u>AYE</u>	<u>NAY</u>
Joseph Hazel	_____	_____
Ken Kinsella	_____	_____
Janet Schmidt	_____	_____
Michael Buettner	_____	_____
Kent Randle	_____	_____
Scott Tyler	_____	_____
Johnnie Anthony	_____	_____
Raffi Ovian	_____	_____
Ed Dintelman	_____	_____
Phillip Silsby	_____	_____
Paul Seibert	_____	_____
Bob White	_____	_____
Phil Elmore	_____	_____
Trent Galetti	_____	_____
Roger Wigginton	_____	_____
James Musgrove	_____	_____

APPROVED by the Mayor of the City of Belleville, Illinois this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

**ORDINANCE NO. 7902-2015**

**A ZONING ORDINANCE IN RE CASE #33OCT15**  
**Meckfessel Tire Company**

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

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

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

**Whereas**, an application has been filed requesting for a Sign Installation permit in the Area of Special Control in order to place four (4) flush mounted signs at 415 W. Main St., parcel number: 08-21.0-434-005, located in a C-2 Heavy Commercial Zoning District. (Applicable portion of zoning code: 53-4-1).

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

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

**Section 1.** That the application requesting for a Sign Installation permit in the Area of Special Control in order to place four (4) flush mounted signs at 415 W. Main St., parcel number: 08-21.0-434-005, located in a C-2 Heavy Commercial Zoning District is hereby granted. (Applicable portion of zoning code: 53-4-1).

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

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

**PASSED** by the City Council of the City of Belleville, Illinois, on this \_\_\_\_\_ day of \_\_\_\_\_, 2015 on the following roll call vote:

	<u>AYE</u>	<u>NAY</u>
Joseph Hazel	_____	_____
Ken Kinsella	_____	_____
Janet Schmidt	_____	_____
Michael Buettner	_____	_____
Kent Randle	_____	_____
Scott Tyler	_____	_____
Johnnie Anthony	_____	_____
Raffi Ovian	_____	_____
Ed Dintelman	_____	_____
Phillip Silsby	_____	_____
Paul Seibert	_____	_____
Bob White	_____	_____
Phil Elmore	_____	_____
Trent Galetti	_____	_____
Roger Wigginton	_____	_____
James Musgrove	_____	_____

APPROVED by the Mayor of the City of Belleville, Illinois this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

**ORDINANCE NO. 7903-2015**

**AN ORDINANCE AMENDING CHAPTER 52 (TRAFFIC) OF THE  
REVISED ORDINANCES OF THE CITY OF BELLEVILLE, ILLINOIS  
AS AMENDED, BY AMENDING PORTIONS OF SECTIONS THEREOF**

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

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

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

**Section 1.** That **Section 52.201** is further amended by adding the following:

**SCHEDULE "B-1"**

**STOP AND YIELD INTERECTIONS**

Yield on Green Leaf Circle at Cedar Grove  
Yield on Chestnut Grove Circle and Sparrow Pointe  
Stop on Pine Valley at Commons Parkway  
2-way stop at Wintercreek Drive and Turnleaf Circle on Commons Parkway

**SCHEDULE "C-1"**

**FOUR-WAY AND THREE WAY STOP INTERSECTIONS**

**FOUR-WAY STOP INTERSECTIONS**

Intersection of Commons Parkway, Cedar Grove and Autumn Harvest

**SCHEDULE "E"**

**NO PARKING ZONE**

Delete "no parking" in front of 201 North Church Street

**SCHEDULE "O"**

**HANDICAP PARKING**

3 Handicap parking spaces in front of 201 North Church Street (PSOP)

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

**Section 3.** Any person violating this Ordinance shall be subject to the penalties of Chapter 52, Article IX (Penalty).

**Section 4.** This Ordinance shall be in full force and effect from and after its passage, approval and publication, in pamphlet form, all as provided by law.

**PASSED** by the City Council of the City of Belleville, Illinois, on this 2<sup>nd</sup> day of November, 2015 on the following roll call vote:

	<b><u>AYE</u></b>	<b><u>NAY</u></b>
Joseph Hazel	_____	_____
Ken Kinsella	_____	_____
Janet Schmidt	_____	_____
Michael Buettner	_____	_____
Kent Randle	_____	_____
Scott Tyler	_____	_____
Johnnie Anthony	_____	_____
Raffi Ovian	_____	_____
Edward Dintelman	_____	_____
Phillip Silsby	_____	_____
Paul Seibert	_____	_____
Bob White	_____	_____
Philip Elmore	_____	_____
Trent Galetti	_____	_____
Roger Wigginton	_____	_____
James Musgrove	_____	_____

**APPROVED** by the Mayor of the City of Belleville, Illinois this 2<sup>nd</sup> day of November, 2015.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

**ORDINANCE NO. 7904-2015**

**A ZONING ORDINANCE IN RE CASE #34OCT15**  
**Lindenwood University**

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

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

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

**Whereas**, an application has been filed requesting a Special Use Permit for the following properties 2001 West Main (08-20.0-220-016); 2007 W. Main (08-20.0-220-013); 2027 W. Main (08-20.0-220-008); 2111 W. Main (08-20.0-217-028); 2115 W. Main (08-20.0-217-027); 2120 W. Main (08-20.0-223-012); 2121 W. Main (08-20.0-217-025); 2129 W. Main (08-20.0-217-024); 2203 W. Main (08-20.0-217-023); 2209 W. Main (08-20.0-217-022); 2415/2417 W. Main (08-20.0-214-008); 2419/2421 W. Main (08-20.0-214-007); 2425 W. Main (08-20.0-214-006); 2427 W. Main (08-20.0-214-004); 2000 W A St. (08-20.0-220-007); 2003 W A St. (08-20.0-218-008); 2007 W A St. (08-20.0-218-007); 2011 W A St. (08-20.0-218-006); 2021 W A St. (08-20.0-218-004); 2023/2025 W A St. (08-20.0-218-001); 2024 W A St. (08-20.0-220-001); 2110 W A St. (08-20.0-217-012); 2200 W A St. (08-20.0-217-008); 2204 W A St. (08-20.0-217-006); 2208 W A St. (08-20.0-217-005); 2212 W A St. (08-20.0-217-004); 2216 W A St. (08-20.0-217-002); 2218 W A St. (08-20.0-217-001); 2709 Sassy (08-20.0-101-072); 2713 Sassy (08-20.0-101-071); 2717 Sassy (08-20.0-101-070); 2706 Godfrey (08-20.0-100-012); 2708 Godfrey (08-20.0-100-011); 2713 Godfrey (08-20.0-101-030); 2715 Godfrey (08-20.0-101-029); 16 S. 21<sup>st</sup> (08-20.0-224-006); 30 S. 21<sup>st</sup> (08-20.0-224-001); 103 N. 21<sup>st</sup> (08-20.0-216-006); 107 S. 27<sup>th</sup> (08-20.0-101-044); 109-111 S. 27<sup>th</sup> (08-20.0-101-043); 206 S. 27<sup>th</sup> (08-20.0-105-007); 210 S. 27<sup>th</sup> (08-20.0-105-035); 214 S. 27<sup>th</sup> (08-20.0-105-002); 273 S. 27<sup>th</sup> (08-20.0-101-034); 100 N. 27<sup>th</sup> (08-20.0-210-016); 102 N. 27<sup>th</sup> (08-20.0-210-019); 104 N. 27<sup>th</sup> (08-20.0-210-025); 10 S. 29<sup>th</sup> (08-20.0-101-046); 120 S. 29<sup>th</sup> (08-20.0-101-020); 210 S. 29<sup>th</sup> (08-20.0-101-014); 300 S. 29<sup>th</sup> (08-20.0-101-005); 304 S. 29<sup>th</sup> (08-20.0-101-069); 500 S. 29<sup>th</sup> (08-20.0-100-005); 5 -10 Creston Arms Court (08-20.0-101-056); 11-14 Creston Arms Court (08-20.0-101-057) to be used by Lindenwood University as dormitories & student dwelling units. Said properties are located in A-2 Two Family, B-1 Multi Family, C-1 Light Commercial & C-2 Heavy Commercial zoning districts. (Applicable portions of zoning code: 60-6-19, 60-6-25, 60-6-44, 60-6-50.)

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

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

**Section 1.** That the application requesting a Special Use Permit for the following properties 2001 West Main (08-20.0-220-016); 2007 W. Main (08-20.0-220-013); 2027 W. Main (08-20.0-220-008); 2111 W. Main (08-20.0-217-028); 2115 W. Main (08-20.0-217-027); 2120 W. Main (08-20.0-223-012); 2121 W. Main (08-20.0-217-025); 2129 W. Main (08-20.0-217-024); 2203 W. Main (08-20.0-217-023); 2209 W. Main (08-20.0-217-022); 2415/2417 W. Main (08-20.0-214-008); 2419/2421 W. Main (08-20.0-214-007); 2425 W. Main (08-20.0-214-006); 2427 W. Main (08-20.0-214-004); 2000 W A St. (08-20.0-220-007); 2003 W A St. (08-20.0-218-008); 2007 W A St. (08-20.0-218-007); 2011 W A St. (08-20.0-218-006); 2021 W A St. (08-20.0-218-004); 2023/2025 W A St. (08-20.0-218-001); 2024 W A St. (08-20.0-220-001); 2110 W A St. (08-20.0-217-012); 2200 W A St. (08-20.0-217-008); 2204 W A St. (08-20.0-217-006); 2208 W A St. (08-20.0-217-005); 2212 W A St. (08-20.0-217-004); 2216 W A St. (08-20.0-217-002); 2218 W A St. (08-20.0-217-001); 2709 Sassy (08-20.0-101-072); 2713 Sassy (08-20.0-101-071); 2717 Sassy (08-20.0-101-070); 2706 Godfrey (08-20.0-100-012); 2708 Godfrey (08-20.0-100-011); 2713 Godfrey (08-20.0-101-030); 2715 Godfrey (08-20.0-101-029); 16 S. 21<sup>st</sup> (08-20.0-224-006); 30 S. 21<sup>st</sup> (08-20.0-224-001); 103 N. 21<sup>st</sup> (08-20.0-216-006); 107 S. 27<sup>th</sup> (08-20.0-101-044); 109-111 S. 27<sup>th</sup> (08-20.0-101-043); 206 S. 27<sup>th</sup> (08-20.0-105-007); 210 S. 27<sup>th</sup> (08-20.0-105-035); 214 S. 27<sup>th</sup> (08-20.0-105-002); 273 S. 27<sup>th</sup> (08-20.0-101-034); 100 N. 27<sup>th</sup> (08-20.0-210-016); 102 N. 27<sup>th</sup> (08-20.0-210-019); 104 N. 27<sup>th</sup> (08-20.0-210-025); 10 S. 29<sup>th</sup> (08-20.0-101-046); 120 S. 29<sup>th</sup> (08-20.0-101-020); 210 S. 29<sup>th</sup> (08-20.0-101-014); 300 S. 29<sup>th</sup> (08-20.0-101-005); 304 S. 29<sup>th</sup> (08-20.0-101-069); 500 S. 29<sup>th</sup> (08-20.0-100-005); 5 -10 Creston Arms Court (08-20.0-101-056); 11-14 Creston Arms Court (08-20.0-101-057) to be used by Lindenwood University as dormitories & student dwelling units, in which said properties are located in A-2 Two Family, B-1 Multi Family, C-1 Light Commercial & C-2 Heavy Commercial zoning districts, is hereby granted with the following stipulations: (Applicable portions of zoning code: 60-6-19, 60-6-25, 60-6-44, 60-6-50.)

1. Limitation of the number of students in Student Dwelling Units to no more than ten (10) students as permitted by applicable Fire, Building and City of Belleville Codes. This limitation is to take effect no later than Fall Semester 2016, if not sooner.
2. Annual Inspections for compliance with applicable codes by the City of Belleville Fire and Building Departments.
3. Quarterly meetings with Lindenwood University and City of Belleville staff to review property inventory, occupancy permit compliance and pertinent public health and safety issues.

4. Annual end-of-school year town hall meetings with Lindenwood University, City of Belleville staff and area residents and owners to facilitate communication and identify concerns to be addressed well before the Fall Semester.
5. All Lindenwood University owned property used for student housing leave the front yards as green space.
6. Lindenwood University will submit an acceptable parking plan to the City within ninety (90) days.
7. Lindenwood University must safely light but not intrude upon neighbors.

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

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

**PASSED** by the City Council of the City of Belleville, Illinois, on this \_\_\_\_\_ day of \_\_\_\_\_, 2015 on the following roll call vote:

	<u><b>AYE</b></u>	<u><b>NAY</b></u>
Joseph Hazel	_____	_____
Ken Kinsella	_____	_____
Janet Schmidt	_____	_____
Michael Buettner	_____	_____
Kent Randle	_____	_____
Scott Tyler	_____	_____
Johnnie Anthony	_____	_____
Raffi Ovian	_____	_____
Ed Dintelman	_____	_____
Phillip Silsby	_____	_____
Paul Seibert	_____	_____
Bob White	_____	_____
Phil Elmore	_____	_____
Trent Galetti	_____	_____
Roger Wigginton	_____	_____
James Musgrove	_____	_____

APPROVED by the Mayor of the City of Belleville, Illinois this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

SYS DATE:10/27/15

CITY OF BELLEVILLE  
C L A I M S H E E T  
Monday November 02, 2015

SYS TIME:14:05

DATE: 11/02/15

[NCS]  
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VENDOR #	NAME	DEPT.	AMOUNT
=====			
13	MOTOR FUEL TAX FUND		
3727	OATES ASSOCIATES, INC.	13-00	2,895.00
FO033	FOURNIE CONTRACTING COMPANY, INC	13-00	2,086.00
	**TOTAL		4,981.00
	13 MOTOR FUEL TAX FUND	GRAND TOTAL	4,981.00

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

**BEFORE THE DULY CONSTITUTED BELLEVILLE, ST.CLAIR COUNTY,  
ILLINOIS CITY COUNCIL, SPECIAL CITY COUNCIL MEETING 11/02/15**

**Motion for Independent Investigation of Mayor Eckert and Administration**

I, Ward-2 Alderman Michael Buettner state the following:

**Background:**

1. Mark Eckert has been Mayor of Belleville since in or around December of 2004 and before that served as Alderman of Ward 5 since in or around of May 1997.
2. **Lindenwood University–Belleville**, also known as **LU-Belleville**, is a private, four-year liberal arts university. It is a full-fledged, standalone sister college of Lindenwood University, main campus in St. Charles, Missouri, with an enrollment around 1,900 students. LU-Belleville is located in Belleville, Illinois and occupies the campus that was formerly Belleville West High School. It was established in or around 2003.
3. For close to the past decade LU-Belleville has been expanding rapidly with growth of students and the need for additional campus housing; including, off campus housing and has been buying homes in and around its campus in residential areas in various zoning districts.
4. In short, current zoning laws only allow for three (3) or fewer persons per housing unit unless they meet the criteria definition of family.
5. The City passed ordinance 7634 creating the definition of “Student Dwelling Unit” for a one, two, or multi-family unit and a process for a special use permit thereof allowing more than 3 but less 16 unrelated persons; as determined by the Housing Department; yet, based on current codes, which still remains as a restriction of no more than 3 unrelated persons and therefore conflicting.

**Issues:**

1. The Mayor and administration is lessening the impact City's Comprehensive Plan by not requesting LU-Belleville to submit a long-term plan for growth of the university as it expands off campus housing within residential neighborhoods of Belleville, which infringes on existing residential homes. While LU-Belleville's application to the Zoning Board attempts to exhibit its obedience to the city's Comprehensive Plan. However, it has yet to provide a true long-term plan of intent that the Planning Commission should review as to its "fit" to the Comprehensive Plan and provide recommendations to the City Council. LU-Belleville and the City of Belleville must work together in a more communicative and transparent arena for planned successful growth. Failure to provide a concrete and transparent projected plan for current and future off-campus housing into residential areas will only lead to another confrontation between residential neighborhoods and LU-Belleville, with the City of Belleville as the intermediate. To just "Kick the can" down the road to another neighborhood, another ward, is unreliable planning.
2. By State Statues, 65 ILCS Etc., The City Council may pass ordinances for its community and the Mayor has a responsibility to uphold them. Presently, the Mayor and administration has allowed LU-Belleville to move students into existing off-campus purchased homes in violation of zoning laws before they received the proper special use permits and/or variances that would allow more than 3 unrelated adults in said homes or facilities.
3. By State Statues, 65 ILCS Etc., a municipality may establish fees for services and Etc. The Mayor of Belleville, Mark W. Eckert has waived fees for LU-Belleville with no authority to do so; and, has not sought approval from the City Council which is the only corporate authority that can waive such fees.

**Source:** (65 ILCS 5/1-2-1) (from Ch. 24, par. 1-2-1)

Sec. 1-2-1. The corporate authorities of each municipality may pass all ordinances and make all rules and regulations proper or necessary, to carry into effect the powers granted to municipalities, with such fines or penalties as may be deemed proper. No fine or penalty, however, except civil penalties provided for failure to make returns or to pay any taxes levied by the municipality shall exceed \$750 and no imprisonment authorized in Section 1-2-9 for failure to pay any fine, penalty or cost shall exceed 6 months for one offense.

**Requests for Proper Compliance:**

1. On or about October 5, 2015 Alderman Buettner requested a legal review by the City Attorney, namely, Garrett Hoerner.
2. On October 23, 2015, City Attorney, Mr. Hoerner provided a legal Opinion. This report has not been made public due to attorney – client privilege. Mayor Eckert contends: “All the questions (raised by Alderman Buettner) have been answered.
3. All questions have not been answered as they relate equal protection laws, equal due process, claims of unfairness and discrimination and/or preferential treatment.
4. All questions in relation to the Mayor’s practice of waiving fees have not been answered. Alderman Buettner has never questioned LU-Belleville’s debt or credit balance with the City of Belleville. The paramount question, again, is the Mayor and Administration’s practice of waiving fees.
5. Boards of Alderman Colleagues have stated that the issue will resolve itself once presented to the Belleville Zoning on Wednesday, October 28, 2015 and the full City Council, thereafter. It is preposterous for one to believe that the concept of essentially a backward form of the *Ex post facto* law or essentially legalizing an act that is currently in violation of City ordinances is proper practice and precedent. Moreover, this does not relieve the Board of Alderman and the City as a whole from standing of claims that the City is in possible violation of Constitutional rights, in particularly, the *equal protection clause as provided by the Fourteenth Amendment of the U.S. Constitution*; or any other constitutional rights and consequently creates impending liability.

**Clarification of Alderman Buettner’s Intent:**

First and foremost it must be borne in mind, that Alderman Buettner has no personal plight against L.U.-Belleville. To say otherwise is not truthful, factual and is disingenuous. In fact, Mr. Buettner welcomes the positive impact L.U.-Belleville has provided for the City of Belleville. Alderman Buettner welcomes further growth and positive impact provided it is done through proper planning, proper adherence to city codes, and equal enforcement of the laws, procedures and protocol by the Mayor and Administration. It is noted that L.U.-Belleville cites its correlation to the City’s master plan in its application to the Zoning Board that was dropped off at Mr. Buettner’s door step. This aggressive application only indicates the further need for L.U. Belleville to provide a long-term master plan for its intended growth.

**Motion:**

With the above concerns in mind and questions still unanswered, I Alderman Michael Buettner hereby motion to have the St. Clair County State's Attorney's Office and/or a special investigator to review the actions of the mayor and administration and to seek a writ of mandamus to force the city to enforce its laws, equally, and investigate potential violations of the 14<sup>th</sup> amendment equal protection under the law and any other potential constitutional rights and lastly to review the mayor and the administration's irregularities in waving of fees and the motive behind it.

**Rationale:**

The taxpayers should not be financially responsible for misconduct of office by elected officials or staff and elected officials and staff should be removed and not protected by the indemnification process if they, acted solely on their own outside the protected and responsible actions of the norm, as it relates to enforcing the law, as is their duty established by the *Oath of Office* or other.

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I, Michael Buettner, Alderman of ward -2, City of Belleville, St. Clair County, Illinois provide the above Sworn Statement of Concern, this 2<sup>nd</sup> day, of November 2015 – AD.

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NOTARY:

**Kari Tutza**

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**From:** Emily Fultz [efultz@belleville.net]  
**Sent:** Monday, January 13, 2014 2:07 PM  
**To:** 'Kari Tutza'  
**Subject:** RE: Lindenwood U application fee

*Mayor waived  
the fees  
again. 1/14/13  
Per Emily*

OK, I will check with the Mayor this afternoon and let you know soon.

Emily Fultz, AICP, LEED-GA  
Director of Economic Development and Planning  
City of Belleville :: 101 South Illinois Street :: Belleville, IL 62220  
P 618.233.6810 x1251 :: F 618.355.4209 :: E [efultz@belleville.net](mailto:efultz@belleville.net)

**We're updating our Comprehensive Plan!**  
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This message may contain confidential or proprietary information and is intended for the person/entity to whom it is originally addressed. Any use by others is strictly prohibited. All information sent to or from this e-mail address may be subject to disclosure under the Illinois Freedom of Information Act.

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**From:** Kari Tutza [mailto:ktutza@belleville.net]  
**Sent:** Monday, January 13, 2014 8:00 AM  
**To:** 'Emily Fultz'  
**Subject:** RE: Lindenwood U application fee

The fees were waived per the Mayor last time.

---

**From:** Emily Fultz [mailto:efultz@belleville.net]  
**Sent:** Friday, January 10, 2014 4:49 PM  
**To:** Kari Tutza  
**Subject:** Re: Lindenwood U application fee

I'll talk to the mayor on Monday... Did they pay last time? I thought they did...

Emily Fultz  
Director of Economic Development and Planning  
City of Belleville

Sent from my iPhone

On Jan 10, 2014, at 4:46 PM, "Jeffrey Smith" <[musleris@swbell.net](mailto:musleris@swbell.net)> wrote:

<image003.jpg>  
Kari,

I thought these fees had been waived in a meeting a couple months ago between the University and the Mayor. Please advise.

J. R. Smith, PE - Project Engineer  
Musler Engineering Company

32 Portwest Court  
Saint Charles, MO  
Phone: 636-916-0444 ext.3  
Fax: 636-916-3444

**NOTICE:**

This data is transmitted for convenience only. By accepting delivery hereof the recipient agrees to indemnify and save harmless Musler Engineering Company and the design professional from and against any and all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from unauthorized reuse of these electronic files or unauthorized changes made by the recipient or others. All plans, specifications and electronic files are instruments of service and remain the property of Musler Engineering Company. The sealed originals of this project are the actual contract deliverable and any electronic files are for the client's convenience only. In the event of a discrepancy between the hardcopy originals and the electronic files, the hardcopy takes precedence.

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**From:** Kari Tutza [<mailto:ktutza@belleville.net>]  
**Sent:** Friday, January 10, 2014 4:22 PM  
**To:** 'J.R. Smith'  
**Subject:** Lindenwood U application fee

Good afternoon Mr. Smith~

Emily Fultz asked me to contact you with the total of the fee owed for the two variance request by Lindenwood University. The total is **\$330.00**; which is for two applications and thirty abutting property owner letters. The check can be made out to the City of Belleville. If you have any questions please call our office. Have a nice weekend!

**Karl L. Tutza**

Economic Development, Planning & Zoning Dept.  
City of Belleville  
101 S. Illinois St. - Belleville - IL - 62220  
(618) 233-6810 ext. 1250  
(618) 355-4209 fax  
[ktutza@belleville.net](mailto:ktutza@belleville.net)

<image004.gif> **We're updating our Comprehensive Plan!**  
Visit [www.imaginebelleville.com](http://www.imaginebelleville.com) to join the  
**conversation!**

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No virus found in this message.  
Checked by AVG - [www.avg.com](http://www.avg.com)  
Version: 2014.0.4259 / Virus Database: 3658/6989 - Release Date: 01/09/14

Application No. 14-Feb-13  
Filing Fee \$ waived Date Paid 14

**Application for Special Use Permit**

**Data on Applicant**

- 1. Name of Applicant(s): LINCOLN UNIVERSITY Telephone: 618 239 6009
- 2. Address of Applicant: 2100 WEST MAIN STREET, BELLVILLE, IL 62226
- 3. Property Interest of Applicant: OWNER

**Data on Owner**

- 1. Name of Owner: LINCOLN UNIVERSITY Telephone: 618 239 6009
- 2. Address of Owner: 2100 WEST MAIN STREET, BELLVILLE, IL 62226

**Description, Use and Zoning of Subject Property**

- 1. Address: 150, 154, 100 & 112 S. 23<sup>RD</sup> ST AND 221A & 221B W. LINCOLN ST
- 2. Parcel Number(s): 08-20-0-222-001, 08-20-0-222-002, 08-20-0-222-003, 08-20-0-222-004, 08-20-0-222-006 & 08-20-0-222-007
- 3. Lot Size: 1.10 ACRES Zoning District: C-2 "Heavy Commercial Dist"
- 4. Ward Number: 5 Aldermen: PHIL SILSBY & JOE HANDELS
- 5. Present Use of Property: PARKING LOT  
(i.e. vacant, single family residential, commercial, etc.)
- 6. Is the present use of the property permitted in the zoning district in which it is located?  
Yes () No (). If "no," specify each existing use that is not permitted.  
\_\_\_\_\_  
\_\_\_\_\_
- 7. Is the property conform to all the area and bulk regulations (i.e. setbacks, lot size, etc.) for the district in which it is located? Yes () No (). If "no," specify each regulation that does not meet code.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Special Use Request**

1. What is the Special Use requested?

CONSTRUCT A PERMITORY & SANITARIAN IMPROVEMENTS

2. Describe the nature of the proposed use, including the type of activity, manner and hours of operation, number of occupants or employees, etc.

CONSTRUCT A PERMITORY & SANITARIAN IMPROVEMENTS ALL DAY  
OVER A 24 HOUR PERIOD 7 DAYS A WEEK

3. What effect will the aforementioned Special Use have on the public health, safety, and welfare of the surrounding neighborhood?

ADEQUATE PUBLIC UTILITIES EXIST AT THE SITE AND THE DISORDERLY  
HAS A HEAD FOR WORKING. THERE SHOULD NOT BE AN ADVERSE  
AFFECT ON THE SURROUNDING NEIGHBORHOOD

4. To the best of your knowledge, does the Special Use coincide with the City's Comprehensive Plan?

YES

5. Describe the effect the proposed Special Use would have on the neighboring property and on the City's overall tax base.

DISORDERLY

6. Are there any facilities near the property that require special protection (e.g. schools, hospitals, etc.)?

No

**Actions by Applicant on Property**

1. Have you applied for a residential occupancy permit for this property? Yes ( ) No (X)

Has this permit been granted? Yes ( ) No ( ) Was the permit denied? Yes ( ) No ( )

2. Have you applied for a business occupancy permit for this property? Yes ( ) No (X)

Has this permit been granted? Yes ( ) No ( ) Was the permit denied? Yes ( ) No ( )

**Signature of Applicant and Property Owner**

I (we) certify that all of the above statements, and the statements contained in any papers or plans submitted herewith, use true to the best of my (our) knowledge and belief. By signing this document below, I (we) acknowledge and agree that a temporary sign will be placed on the property (at a location determined by City Staff) that describes the request. The sign will give the date and time of the Zoning Board of Appeals meeting, as well as the name of the applicant. It will list the Economic Development and Planning Department as the contact fore more information about the case. Further, the sign will be placed a minimum of fifteen (15) days before the Zoning Board of Appeals meeting and **must be removed by the property owner and/or applicant within seven (7) days of the meeting.**

Applicant: Julie M Mueller Date: 2-7-13

Printed Name: Julie Mueller - Lindenwood University

Subscribed and sworn to me before this 7<sup>th</sup> day of FEBRUARY, 2013



Sandra L. Smith  
(Notary Public)

Property Owner: Julie M. Mueller Date: 2-7-13

Printed Name: Julie M. Mueller - Lindenwood University

Subscribed and sworn to me before this 7<sup>th</sup> day of FEBRUARY, 2013



Sandra L. Smith  
(Notary Public)

**DO NOT WRITE BELOW THIS LINE - FOR OFFICE USE ONLY**

Date Filed: 2/8/13 Request Number: \_\_\_\_\_  
Date Set for Hearing: 2/28/13 Date Abutting Owners Notified: 2/13/13  
Date Published Notice Made: 2/13/13 Date Meeting Held: 2/28/13  
Newspaper: BND Municipality: SVILLA  
Fee Paid: Yes ( ) No ( ) Receipt Issued: Yes ( ) No ( ) Amount \$ \_\_\_\_\_ Date: \_\_\_\_\_  
Cash: Yes ( ) No ( ) -or- Check No: waived  
Applicable Section(s) of Zoning Code: \_\_\_\_\_



**Variation Request**

1. What is the variance request? (give dimensions where appropriate)

Request that the front yard building setback be  
reduced from 25 feet to 15 feet. The front of this  
parcel faces S. 23<sup>rd</sup> Street

2. Why is the variance necessary for reasonable use of the property?

The University desires a distinctive Belleville feel for the  
streetscape. The size and shape of the property was established  
by Martin Rich in 1907 and is limiting in the re-purposing of the  
property for student housing

3. Why can the property not yield a reasonable return if it is subject to a strict and literal application of the zoning code?

The need for student housing is great, and the size of the  
building does not completely fit the size & shape of the property.  
Strict application of the zoning code would necessitate a  
smaller building than the University desires to meet the student  
housing need

4. Do the conditions of this property, which necessitate this variance request, exist as a result of the applicant's actions?

No, the property was planted in 1904-1907

5. Do the conditions of this property, which necessitate this variance request, exist for any other property in the Zoning District?

Unknown

6. Describe the effect this variance, if granted, would have on the character of the neighborhood.

It is felt that it would enhance the character of  
the neighborhood

**Actions by Applicant on Property**

- 1. Have you applied for a residential occupancy permit for this property? Yes ( ) No (X)
- If So, Has this permit been granted? Yes ( ) No ( ) Was the permit denied? Yes ( ) No ( )
- 2. Have you applied for a business occupancy permit for this property? Yes ( ) No (X)
- If So, Has this permit been granted? Yes ( ) No ( ) Was the permit denied? Yes ( ) No ( )

**Signature of Applicant and Property Owner**

I (we) certify that all of the above statements, and the statements contained in any papers or plans submitted herewith, use true to the best of my (our) knowledge and belief. By signing this document below, I (we) acknowledge and agree that a temporary sign will be placed on the property (at a location determined by City Staff) that describes the request. The sign will give the date and time of the Zoning Board of Appeals meeting, as well as the name of the applicant. It will list the Economic Development and Planning Department as the contact for more information about the case. Further, the sign will be placed a minimum of fifteen (15) days before the Zoning Board of Appeals meeting and **must be removed by the property owner and/or applicant within seven (7) days of the meeting.**

Applicant: Judie Mueller Date: 2-7-13

Printed Name: Judie Mueller - Lindenwood University

Subscribed and sworn to me before this 7<sup>th</sup> day of FEBRUARY, 2013



Sandra L. Smith  
(Notary Public)

Property Owner: Judie Mueller Date: 2-7-13

Printed Name: Judie Mueller - Lindenwood University

Subscribed and sworn to me before this 7<sup>th</sup> day of FEBRUARY, 2013



Sandra L. Smith  
(Notary Public)

**DO NOT WRITE BELOW THIS LINE - FOR OFFICE USE ONLY**

Date Filed: 2/8/13 Request Number: \_\_\_\_\_  
 Date Set for Hearing: 2/28/13 Date Abutting Owners Notified: 2/8/13  
 Date Published Notice Made: 2/15/13 Date Meeting Held: 2/28/13  
 Newspaper: BN10 Date Sign Posted: 2/13/13  
 Fee Paid: Yes ( ) No ( ) Receipt Issued: Yes ( ) No ( ) Amount \$ \_\_\_\_\_ Date: \_\_\_\_\_  
 Cash: Yes ( ) No ( ) -or- Check No: waived  
 Applicable Section(s) of Zoning Code: \_\_\_\_\_