



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

**CITY COUNCIL AGENDA  
CITY OF BELLEVILLE, IL  
JULY 16, 2018  
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 DEPARTMENT HEADS**

**4. PLEDGE OF ALLEGIANCE**

**5. PUBLIC HEARING**

5-A. **Brook Taylor Estates (Austin Engineering)** Public Hearing for a Vacation Plat for Brook Taylor Estates, a 67.02 acre "A-1" Single Family Residence District-zoned parcel located at the northwest quadrant of the intersection of Frank Scott Parkway and 11th Street. Ward 8

**6. PUBLIC PARTICIPATION (2-3 MINUTES PER PERSON) - See back page for rules.**

**7. PRESENTATIONS, RECOGNITIONS & APPOINTMENTS**

**8. APPROVAL OF MINUTES**

8-A. Motion to approve City Council Meeting Minutes and Executive Session Minutes- June 18, 2018.

**9. CLAIMS, PAYROLL AND DISBURSEMENTS**

- 9-A. Motion to approve claims and disbursements in the amount of **\$1,758,648.48** payroll in the amount of **\$891,733.81**.

**10. REPORTS**

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

**11-A. MOTION FROM ORDINANCE & LEGAL REVIEW COMMITTEE**

- 11-A(1). Motion to approve an Ordinance Amending Article XV (Land Usage) of the Revised Code of Ordinances of the City of Belleville, Illinois by Adding Chapter 163 (Small Wireless Facilities) Providing for the Regulation of and Application for Small Wireless Facilities.

**11-B. MOTION FROM MASTER SEWERCOMMITTEE**

- 11-B(1). Motion to approve Change Order #2 of the Long Term Control Plan Phase 4, 23rd Street Sewer project in the amount of \$127,860.69.

**11-C. MOTION FROM PUBLIC HEALTH & HOUSING COMMITTEE**

- 11-C(1). Motion to approve the low bid of \$145,700.00 from S. Shafer Excavating for the demolition of the following properties: 9623 West Main Street, 326 North 10th Street, 15 North 10th Street, 2510 East Main Street, 26 South 77th Street, 500 Park, 1015 Arthur, 509 West Adams Street, 30 Periwinkle Circle, 1005 West "D" Street, 1803 Bunsen, 906 North Charles Street, 600 Wabash Avenue and 210 West Adams Street.

11-D. **MOTION FROM TRAFFIC COMMITTEE**

- 11-D(1). Motion to Amend Chapter 52 (Traffic) of the Revised Ordinances of the City of Belleville by Repealing Section 52.218 of Ordinance 7603-2012 Schedule "O" (remove handicap parking sign from 503 North Jackson)

11-E. **MOTIONS FROM FINANCE COMMITTEE**

- 11-E(1). Motion to approve purchase of one used sanitation truck from Elliott Equipment for \$69,750.
- 11-E(2). Motion to approve purchase of sanitation truck body from Downing Sales & Service for \$105,102.
- 11-E(3). Motion to approve financing from Commerce Bank/Clayton Holdings, LLC at 3.18% for the purchase of WWTP vactor/rodder truck.
- 11-E(4). Motion to approve contract with AT&T for Police Department's LEADS connection to comply with State mandated connection upgrade.
- 11-E(5). Motion to approve payment for outstanding Motorola invoice for new dispatch equipment, with administration to negotiate payment terms.
- 11-E(6). Motion to approve contract amendment with TWM for Belle Valley III Industrial Park services, with cost not to exceed \$3,500.

11-F. **MOTIONS FROM ZONING BOARD OF APPEALS**

- 11-F(1). **30-JUN18 -Sikorski Signs / Tim Miesner (Raymond James)** - A request for a Sign Installation Permit in the Area of Special Control for signage at 23 Public Square (Parcel Number: 08-21.0-439-026) located in a "C-2" Heavy Commercial District. (Applicable sections of the Zoning Code: 155.052, 155.053) Ward 2 ***Zoning Board unanimously recommended APPROVAL***

- 11-F(2). **31-JUN18 - Arthur and Janice Nirscher** - A request for an Area/Bulk Variance to establish an open air carport in the front yard at 1617 Foster Drive (Parcel Number: 08-17.0-215-005) located in an "A-1" Single-Family Residence District. (Applicable sections of the Zoning Code: 162.036, 162.570) Ward 3 ***Zoning Board unanimously recommended APPROVAL***
- 11-F(3). **32-JUN18 - Christi Robertson** - A request for a Special Use Permit for a Liquor License at 223 - 225 North Illinois Street (C and C Food for Your Soul) (Parcel Number: 08-21.0-427-016) located in a "C-2" Heavy Commercial District. (Applicable sections of the Zoning Code: 162.248, 162.515) Ward 2 ***Zoning Board unanimously recommended APPROVAL***
- 11-F(4). **33-JUN18 - The BASIC Initiative** - A request for a Sign Installation Permit in the Area of Special Control for signage at 227 East Main Street (Parcel Number: 08-22.0-334-038) located in a "C-2" Heavy Commercial District. (Applicable sections of the Zoning Code: 155.052, 155.053) Ward 2 ***Zoning Board unanimously recommended APPROVAL***
- 11-F(5). **35-JUN18 - Susan Dyer** - A request for a Use Variance to allow the retail sale of general merchandise at 2801 West Main Street (Parcel Number: 08-20.0-200-001) located in a "C-1" Light Commercial District. (Applicable sections of the Zoning Code: 162.232, 162.233, 162.570) Ward 3 ***Zoning Board unanimously recommended APPROVAL***

11-F(6). **36-JUN18 - Susan Dyer** - A request for a Use Variance to allow the retail sale of secondhand goods at 2801 West Main Street (Parcel Number: 08-20.0-200-001) located in a "C-1" Light Commercial District. (Applicable sections of the Zoning Code: 113.001, 162.570) Ward 3 ***Zoning Board unanimously recommended APPROVAL***

11-F(7). **37-JUN18 - Susan Dyer** - A request for a Use Variance to allow arcade entertainment at 2801 West Main Street (Parcel Number: 08-20.0-200-001) located in a "C-1" Light Commercial District. (Applicable sections of the Zoning Code: 162.232, 162.233, 162.570) Ward 3 ***Zoning Board unanimously recommended APPROVAL***

11-G. **MOTIONS FROM PLANNING COMMISSION**

11-G(1). **Brook Taylor Estates (Austin Engineering) Vacation Plat** for Brook Taylor Estates, a 67.02 acre "A-1" Single Family Residence District-zoned parcel located at the northwest quadrant of the intersection of Frank Scott Parkway and 11th Street. Ward 8 ***Planning Commission recommended APPROVAL of Vacation Plat***

11-G(2). **The Villas of Hollybrook (Phillips Investments) Preliminary Plat**: A Preliminary Plat for the subdivision of a 67.02 acre "A-1" Single Family Residence District-zoned parcel located at the northwest quadrant the intersection of Frank Scott Parkway and 11th Street into two (2) lots. Ward 8 ***Planning Commission recommended APPROVAL of Preliminary Plat***

11-G(3). **The Villas of Hollybrook (Phillips Investments) Final Plat**: A Final Plat for subdivision a 67.02 acre "A-1" Single Family Residence District-zoned parcel located at the northwest quadrant the intersection of Frank Scott Parkway and 11th Street into two (2) lots. Ward 8 ***Planning Commission recommended APPROVAL of Final Plat***

- 11-G(4). **Jack Flash and Jack Flash Splash (Wortman Stores):** Site Plan, Landscape Plan and Architectural Elevations for a 6,370 square foot Convenience Store (Jack Flash) with fueling stations for passenger and semi-trailer vehicles and a 3,020 square foot car wash (Jack Splash) to be located on the intersection of intersection of North DeMazenod Drive and Illinois Route 15 (Parcel Number: 07-03.0-300-007). Ward 8 *Planning Commission recommended APPROVAL of Site Plan.*

11-H. **MOTION FROM STREETS AND GRADES COMMITTEE**

- 11-H(1). Motion to approve Hank's Excavating in the amount of \$323,073.10 for Union Avenue street improvements. (CDBG Funds)

11-I. **MOTION FROM ADMINISTRATION**

- 11-I(1). Motion to approve scrapping 1996 Jeep Cherokee (VIN:1J4FJ27S8TL226830) to Paule Towing, LLC from the Health & Housing Department in exchange for three vehicles to use for training by the Fire Department.

**12. COMMUNICATIONS**

12-A. **COMMUNITY OUTREACH SUMMER 2018 07/28/18**

Request from Call to Worship Ministries to hold their Summer 2018 Community Outreach event, Saturday, July 28, 2019, 10:00am to 4:00pm. Street closure request area of North 47th Street directly in front of church. Additional services requested: barricades.

12-B. **QUEEN OF PEACE-BLESSED SACRAMENT 5K 09/15/18**

Request from Queen of Peace and Blessed Sacrament for a 5k event on Saturday, September 15, 2018 from 3:30pm to 4:30pm. Rolling street closures along 5k route through Ogles Subdivision. Additional services requested: barricades.

12-C. **BELLEVILLE EAST GRADUATION 10/13/18**

Request from Tavern on Main to hold a Belleville East Graduation Saturday, October 13, 2018, 5:00pm to 12:00am (October 14, 2018). Street closure request: half block of North Church Street to alley from 5:00pm to 1:00am (October 14, 2018) along with use of Gas Light Park. Additional services requested: barricades, "No Parking" signs and picnic tables.

12-D. **BLOOD DRIVE 08/18/18**

Request from St. Clair Lodge #24 A.F. and A.M. (Masonic Lodge) to use up to 20 parking spaces in the parking lot located on the north side of the 200 block of East A Street between North Jackson and N Church Street for a blood drive on Saturday, August 18, 2018. No city services requested.

13. **PETITIONS**

14. **RESOLUTIONS**

14-A. **RESOLUTION 3336-2018**

A Resolution Authorizing Bank Loan for Vactor Truck.

15. **ORDINANCES**

15-A. **ORDINANCE 8211-2018**

An Ordinance Amending Ordinance No. 7829 to Add Territory to the Belleville Enterprise Zone.

15-B. **ORDINANCE 8212-2018**

An Ordinance Amending Ordinance No. 7829 to Add Territory to the Belleville Enterprise Zone.

15-C. **ORDINANCE 8213-2018**

An Ordinance Amending Article XV (Land Usage) of the Revised Code of Ordinances of the City of Belleville, Illinois by Adding Chapter 163 (Small Wireless Facilities) Providing for the Regulation of and Application for Small Wireless Facilities.

- 15-D. **ORDINANCE 8214-2018**  
Brook Taylor Estates (Austin Engineering) Vacation Plat
- 15-E. **ORDINANCE 8215 -2018**  
The Villas of Hollybrook (Phillips Investments) Final Plat
- 15-F. **ORDINANCE 8216- 2018**  
Ordinance Amending Title VII (Traffic Code) Chapter 76 (Parking Regulations) by Repealing Ordinance 7603.2012
- 15-G. **ORDINANCE 8217-2018**  
A Zoning Ordinance In Re: **30-JUN-18 - Sikorski Signs/Tim Miesner (Raymond James).**
- 15-H. **ORDINANCE 8218-2018**  
A Zoning Ordinance In Re: **31-JUN-18 - Arthur and Janice Nirscher.**
- 15-I. **ORDINANCE 8219-2018**  
A Zoning Ordinance In Re: **32-JUN-18 - Christi Robertson.**
- 15-J. **ORDINANCE 8220-2018**  
A Zoning Ordinance In Re: **33-JUN-18 - The BASIC Initiative.**
- 15-K. **ORDINANCE 8221-2018**  
A Zoning Ordinance In Re: **35-JUN-18 - Susan Dyer.**
- 15-L. **ORDINANCE 8222-2018**  
A Zoning Ordinance In Re: **36-JUN-18 - Susan Dyer.**
- 15-M. **ORDINANCE 8223-2018**  
A Zoning Ordinance In Re: **37-JUN-18 - Susan Dyer.**
- 15-N. **ORDINANCE 8224-2018**  
An Ordinance authorizing sale/conversion of personal property (1996 Jeep Cherokee Carryall - Housing Department Vehicle).

**16. UNFINISHED BUSINESS**

**17. MISCELLANEOUS & NEW BUSINESS**

17-A. Motor Fuel Claims in the Amount of **\$7,505.44**.

**18. EXECUTIVE SESSION**

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

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

**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 130.02 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.

Belleville News-Democrat



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Notice Popular Keyword Category:

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Notice Publish Date:  
Sunday, July 01, 2018

**Notice Content**

PUBLIC NOTICE A Public Hearing regarding a Vacation of Subdivision for Brook Taylor Estates, a 67.02 acre "A-1" Single Family Residence District-zoned parcel located at the northwest quadrant the intersection of Frank Scott Parkway and 11th Street has been scheduled for July 16, 2018 at 7:00 pm in the Council Chambers of City Hall at 101 South Illinois Street, Belleville, IL 62220. Said hearing will take place during a meeting of the City of Belleville City Council. If you have questions, please contact the Economic Development, Planning and Zoning Department at (618) 233-6518, 1250. L-P1351770 (July 1)

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**CITY OF BELLEVILLE, ILLINOIS  
CITY COUNCIL MEETING MINUTES  
COUNCIL CHAMBERS – CITY HALL  
JULY 2, 2018 – 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 requested City Clerk Meyer to call roll. Members present on roll call: Alderman Hazel, Alderman Kinsella, Alderwoman Pusa, Alderman Buettner, Alderman Randle, Alderman Tyler, Alderman Anthony, Alderman Ovian, Alderwoman Schaefer, Alderman Dintelman, Alderman Gaa, Alderman Weygandt, Alderman Elmore, Alderman Wigginton and Alderman Barfield.

Alderwoman Stiehl excused.

**ROLL CALL DEPARTMENT HEADS**

Roll Call Department Heads: City Clerk, Jennifer Gain Meyer, City Treasurer Hardt and City Attorney Hoerner; Fire Chief Tom Pour; Finance Director, Jamie Maitret; City Engineer, Tim Gregowicz; Director of Maintenance, Ken Vaughn; Human Resource Director, Sherry Favre; Health and Housing Director, Bob Sabo; Director of Wastewater, Royce Carlisle; Director of Public Works, Jason Poole and Director of Economic Development, Annissa McCaskill and Director of Library, Leander Spearman.

Police Chief Bill Clay and Director of Parks and Recreation, Debbie Belleville excused.

**PLEDGE**

Mayor Eckert led the Pledge of Allegiance.

**PUBLIC HEARING**

Public Hearing started: 7:02 p.m.

Public Hearing to amend Ordinance No. 7829 to expand the boundaries of the Belleville Enterprise Zone (2016). (Moto-Mart at IL 161 and the Hollybrook at Frank Scott Parkway)

Public Hearing ended: 7:16 p.m.

**PUBLIC PARTICIPATION**

**Stewart Lannert**

Union School is spending a ton of money on parking spaces for every student and teacher and fences. The building looks like an Andrew Lloyd Wright building. One of the workers told him most of the workers were from Missouri. He was told by someone at the Belleville Education Department most of the space is for teachers and administrators...not students.

The Streetscape on North Illinois has brought in no new businesses. Until Belleville can figure out how to keep businesses and people from leaving, raising taxes will accelerate moving.

The Grim Reaper is helping expose corruption in the City and County. Ruler's grocery needs help.

**PRESENTATIONS, RECOGNITIONS & APPOINTMENTS**

Mayor Eckert recognized the character word of the month "Citizenship" meaning doing your share to make your community better, and being a good neighbor.

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Alderman Kinsella made a motion seconded by Alderman Barfield to approve Mayor Eckert's appointment of Matthew S. Eiskant as Assistant Police Chief effective July 3, 2018 at 12:01am.

Members voting aye on roll call: Kinsella, Pusa, Buettner, Randle, Tyler, Anthony, Ovian, Schaefer, Dintelman, Gaa, Weygandt, Elmore, Wigginton, Barfield and Hazel. (15)

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Mayor Eckert swore-in Matthew S. Eiskant as Assistant Police Chief.

**APPROVAL OF MINUTES**

Alderwoman Schaefer made a motion seconded by Alderman Wigginton to approve City Council Meeting Minutes - June 18, 2018.

All members voted aye.

**CLAIMS, PAYROLL, AND DISBURSEMENTS**

Alderman Kinsella made a motion seconded by Alderman Hazel to approve claims and disbursements in the amount of **\$1,411,237.40** and payroll in the amount of **\$916,285.52**.

Members voting aye on roll call: Kinsella, Pusa, Buettner, Randle, Tyler, Anthony, Ovian, Schaefer, Dintelman, Gaa, Weygandt, Elmore, Wigginton, Barfield, Hazel. (15)

### **REPORTS**

None.

### **ORAL REPORTS**

### **ADMINISTRATION**

Alderman Schaefer made a motion seconded by Alderman Gaa to approve Release and Settlement Agreement with Michele Brock in the amount of \$4000.00.

Members voting aye on roll call: Pusa, Buettner, Randle, Tyler, Anthony, Ovian, Schaefer, Dintelman, Gaa, Weygandt, Elmore, Wigginton, Barfield, Hazel and Kinsella (15)

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Alderman Wigginton made a motion seconded by Alderman Schaefer to approve a contract with St. Clair County Trustee Payment Account to purchase the property at 313 South Ninth Street (Parcel No: 08-28.0-107-009) in the amount of \$789.25 for demolition.

Members voting aye on roll call: Buettner, Randle, Tyler, Anthony, Ovian, Schaefer, Dintelman, Gaa, Weygandt, Elmore, Wigginton, Barfield, Hazel, Kinsella and Pusa. (15)

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Alderman Kinsella made a motion seconded by Alderman Pusa to approve purchase of the lot at 405 East Washington in the amount of \$28,000.00 for parking lot in the Special Service District (Funds from the Downtown Development & Redevelopment Committee approved June 25, 2018).

Members voting aye on roll call: Randle, Tyler, Anthony, Ovian, Schaefer, Dintelman, Gaa, Weygandt, Elmore, Wigginton, Barfield, Hazel, Kinsella, Pusa and Buettner. (15)

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Alderman Schaefer made a motion seconded by Alderman Pusa of support for the Terminal Railroad Association of St. Louis (TRRA) in the 2018 US Department of Transportation Consolidated Rail Infrastructure and Safety Improvement grant application to replace the MacArthur Bridge truss over Broadway Street in St Louis, MO.

Members voting aye on roll call: Tyler, Anthony, Ovian, Schaefer, Dintelman, Gaa, Weygandt, Elmore, Wigginton, Barfield, Hazel, Kinsella, Pusa, Buettner and Randle. (15)

**COMMUNICATIONS**

Alderman Gaa made a motion seconded by Alderman Hazel to approve the following Communications:

**BELLEVILLE AREA HUMANE SOCIETY ANNUAL PET PARADE, 10/28/2018**

Request from Belleville Area Humane Society to hold their annual Pet Parade, Sunday, October 28, 2018, 1:00pm to 2:00pm. Street closure request: 12:50pm to 2:30pm along parade route of East Lincoln Street to South Charles Street to East Main Street to High Street. Additional services requested: barricades, "no parking" signage and 4 police officers. BMS approved at meeting on June 12, 2018.

**BELLEVILLE AREA HUMANE SOCIETY ANNUAL PET BLOCK PARTY, 10/28/18**

Request from Belleville Area Humane Society to hold their annual Pet Block Party, Sunday, October 28, 2018, 1:00pm to 4:00pm. Street closure request: 11:00am to 5:00pm, 1st block of East Main Street from east side of 159 to west side of High Street. Additional services requested: "no parking" signs, barricades, electrical panel, sandbags, picnic tables and trash totes. BMS approved at meeting on June 12, 2018.

**CIRCLE OF REMEMBRANCE COMMUNITY OUTREACH**

St. Matthew UMC Church and Inner City Ministry request the use of Gas Light Park on Sunday, July 22nd, 29th, August 19th, 26th and September 16th, and 23rd of 2018 from 4:00pm to 7:00pm to provide free concerts. No city services requested.

All members voted aye.

**PETITIONS**

None.

**RESOLUTIONS**

Alderwoman Schaefer made a motion seconded by Alderwoman Pusa to read by Title Only Resolution 3333.

All members voted aye.

Alderman Anthony made a motion seconded by Alderman Dintelman **RESOLUTION 3333**

A Resolution requesting permission from IDOT to close Route 159 for the Labor Day Parade - Monday, September 3, 2018.

Members voting aye on roll call: Anthony, Ovian, Schaefer, Dintelman, Gaa, Weygandt, Elmore, Wigginton, Barfield, Hazel, Kinsella, Pusa, Buettner, Randle and Tyler. (15)

**ORDINANCES**

None.

**UNFINISHED BUSINESS**

Alderman Ovian asked what fund will the overtime come out of for the storm cleanup; Mayor Eckert stated the General Fund.

**MISCELLANEOUS & NEW BUSINESS**

Alderman Anthony made a motion seconded by Alderman Hazel to approve Motor Fuel Claims in the Amount of **\$604.75**.

Members voting aye on roll call: Ovian, Schaefer, Dintelman, Gaa, Weygandt, Elmore, Wigginton, Barfield, Hazel, Kinsella, Pusa, Buettner, Randle, Tyler and Anthony. (15)

**EXECUTIVE SESSION**

Alderwoman Pusa made a motion seconded by Alderman Gaa to go into executive session to discuss personnel, litigation, workers' compensation, collective negotiation matters, property acquisition, transfer of property, review of executive session minutes (5 ILCS 120/2(c)(21)).

All members voted aye.

Entered executive session at 7:38 P.M.

Resumed from Executive Session at 7:42 P.M.

Alderman Pusa made a motion seconded by Alderwoman Schaefer to approve and release or maintain the confidentiality of the executive session minutes as set forth in the city attorney's Memo of the Review of Executive Session Minutes dated July 2, 2018.

Members voting aye on roll call: Schaefer, Dintelman, Gaa, Weygandt, Elmore, Wigginton, Barfield, Hazel, Kinsella, Pusa, Buettner, Randle, Tyler, Anthony and Ovian. (15)

**ADJOURNMENT**

Alderwoman Schaefer made a motion seconded by Alderman Dintelman to adjourn at 7:45 pm.

All members voted aye.

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Jennifer Gain Meyer, City Clerk

**CITY OF BELLEVILLE PAYMENT SUMMARY  
COUNCIL MEETING - JULY 16, 2018**

**GENERAL FUND**

00 - Revenue	\$258,216.64
50 - Administration	\$48,043.49
51 - Police	\$22,206.95
52 - Fire	\$21,253.13
53 - Streets	\$18,062.58
54 - Parks	\$12,881.07
55 - Cemetery	\$1,327.75
56 - Hlth/Sanitation	\$16,976.42
60 - Legal	\$204.75
61 - Health & Housing	\$2,523.75
62 - Economic Planning & Dev	\$502.29
82 - Mayor	\$333.00
83 - Finance	\$103.34
84 - Human Resources	\$368.75
85 - Clerk	\$1,168.12
86 - Treasurer	\$69.08
87 - Maintenance	\$2,589.72
88 - Engineering	\$366.16
<b>GENERAL FUND TOTAL</b>	<u>\$407,196.99</u>

**SEWER OPERATIONS**

75 - Collections	\$19,824.81
77 - Lines	\$3,630.06
78 - Plant	\$132,750.81
<b>SEWER TOTAL</b>	<u>\$156,205.68</u>

03 - Insurance Fund	\$75,515.03
04 - Library	\$1,004.21
07 - Park/Rec	\$10,705.39
12 - General & Community Assistance	\$8,447.91
13 - Motor Fuel Tax Fund	\$7,505.44
14 - Fountain Fund	\$607.56
22 - Sewer Repair & Replacement	\$12,588.88
24 - Sewer Const.	\$64,152.58
25 - Sewer Bond & Interest	\$500,987.31
30 - SSA	\$774.75
38 - TIF 3	\$10,693.29
44 - Belleville Illinois Tourism	\$700.00
55 - TIF 13 Drake Road	\$1,300.00
56 - TIF 14 Route 15 East	\$10,372.90
57 - TIF 15 Carlyle Greenmount	\$336,009.94
58 - TIF 16 Route 15 West Corridor	\$27,864.33
72 - NARCOTICS	\$4,892.50
77 - TIF 19 Frank Scott Parkway	\$120,441.81
78 - TIF 20 Rt 15/S Green Mnt	\$681.98

<b>ALL FUNDS TOTAL</b>	<u><u>\$1,758,648.48</u></u>
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VENDOR #	NAME	DEPT.	AMOUNT
21 SEWER OPERATION & MAINTENANCE			
SEWER COLLECTION			
5954	STRANO PROPERTY MANAGEMENT	21-75	17.71
BR135	BREWER, ELIZABETH	21-75	302.69
CA116	CARTER, SHELLY	21-75	500.00
DU032	DUSMAN, KAREN	21-75	142.49
EA021	EASTMAN, JENNIFER	21-75	108.44
HA169	HARRINGTON, CYNTHIA	21-75	135.77
MU051	MUSKOPF, LYNN	21-75	45.63
TH061	THOMAS, KIANA	21-75	61.93
WI143	WINDETT, RONALDO	21-75	8.51
	**TOTAL SEWER COLLECTION		1,323.17
	21 SEWER OPERATION & MAINTENANCE	GRAND TOTAL	1,323.17
	GRAND TOTAL FOR ALL FUNDS:		1,323.17
	TOTAL FOR REGULAR CHECKS:		1,323.17

SYS DATE:06/29/18

CITY OF BELLEVILLE  
C L A I M S H E E T  
Friday June 29, 2018

SYS TIME:09:17

[NCS]

DATE: 06/29/18

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VENDOR #	NAME	DEPT.	AMOUNT
=====			
01	GENERAL FUND		
	ADMINISTRATION		
CO165	CONSTELLATION NEWENERGY-GAS	DIVIS01-50	532.60
WI097	WINDSTREAM COMMUNICATIONS	01-50	174.17
	**TOTAL ADMINISTRATION		----- 706.77
	PARKS DEPARTMENT		
CO165	CONSTELLATION NEWENERGY-GAS	DIVIS01-54	21.38
	**TOTAL PARKS DEPARTMENT		----- 21.38
	01 GENERAL FUND	GRAND TOTAL	728.15

DATE: 06/29/18

VENDOR #	NAME	DEPT.	AMOUNT
=====			
12	GENERAL & COMMUNITY ASSISTANCE		
AR044	ARAPAHO VILLAGE	12-00	245.00
DO051	DOLLAR GENERAL, INC	12-00	5,950.00
DR012	DREA PROPERTIES	12-00	245.00
HO101	HOLCOMB, LEANNA	12-00	150.00
ME081	METRO PCS	12-00	65.00
NE015	NEW DIRECTION LLC	12-00	59.00
OS007	OSTERHAGE INSURANCE AGENCY	12-00	77.58
ST195	STATE REALTY PROPERTY MANAGEMENT	12-00	245.00
TH053	THIELEMAN, ELLEN C.	12-00	118.00
	**TOTAL		----- 7,154.58
12	GENERAL & COMMUNITY ASSISTANCE	GRAND TOTAL	7,154.58

SYS DATE:06/29/18

CITY OF BELLEVILLE  
C L A I M S H E E T  
Friday June 29, 2018

SYS TIME:09:17  
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VENDOR #	NAME	DEPT.	AMOUNT
=====			
21	SEWER OPERATION & MAINTENANCE		
	SEWER PLANT		
CO165	CONSTELLATION NEWENERGY-GAS DIVIS	21-78	17.20
	**TOTAL SEWER PLANT		----- 17.20
	21 SEWER OPERATION & MAINTENANCE	GRAND TOTAL	17.20

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VENDOR #	NAME	DEPT.	AMOUNT
=====			
38	TIF 3 (CITY OF BELLEVILLE)		
7473	ST CLAIR COUNTY TRUSTEE-PAYMENT A38-00		789.25
	**TOTAL		----- 789.25
	38 TIF 3 (CITY OF BELLEVILLE)	GRAND TOTAL	789.25
	GRAND TOTAL FOR ALL FUNDS:		8,689.18
	TOTAL FOR REGULAR CHECKS:		8,689.18

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VENDOR #	NAME	DEPT.	AMOUNT
=====			
01	GENERAL FUND		
	FIRE DEPARTMENT		
CH030	CHARTER COMMUNICATIONS	01-52	85.00
	**TOTAL FIRE DEPARTMENT		----- 85.00
	01 GENERAL FUND	GRAND TOTAL	85.00

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VENDOR #	NAME	DEPT.	AMOUNT
04	LIBRARY		
CH030	CHARTER COMMUNICATIONS	04-00	229.99
	**TOTAL		229.99
04	LIBRARY	GRAND TOTAL	229.99

VENDOR #	NAME	DEPT.	AMOUNT
=====			
12	GENERAL & COMMUNITY ASSISTANCE		
AM059	AMEREN ILLINOIS	12-00	313.40
CI031	CITY OF BELLEVILLE	12-00	38.96
EP001	EPL HOLDINGS, LLC	12-00	214.00
IL088	ILLINOIS AMERICAN WATER	12-00	61.53
ME081	METRO PCS	12-00	156.00
US018	U.S. BANK HOME MORTGAGE	12-00	171.17
WU006	WUEBBELS, ARLEEN	12-00	245.00
	**TOTAL		----- 1,200.06
	12 GENERAL & COMMUNITY ASSISTANCE	GRAND TOTAL	1,200.06
	GRAND TOTAL FOR ALL FUNDS:		1,515.05
	TOTAL FOR REGULAR CHECKS:		1,515.05

VENDOR #	NAME	DEPT.	AMOUNT
01 GENERAL FUND			
659	LIBRARY FUND	01-00	9,633.31
AZ002	AZAVAR AUDIT SOLUTIONS	01-00	87.45
CR056	CR HOLLAND PROPERTY MANAGEMENT	01-00	65.00
EC007	ECKERT'S COUNTRY STORE AND FARMS	01-00	2,232.81
OF010	O'FALLON HARDWARE, LLC, NP PROPER	01-00	2,197.25
SO050	SONOMA CAP RE FUND II, LLC	01-00	724.82
UM001	UMB BANK NA	01-00	243,276.00
**TOTAL			258,216.64
ADMINISTRATION			
2102	AMEREN ILLINOIS	01-50	8,194.47
3119	COMPUTYPE IT SOLUTIONS	01-50	350.00
4902	AT & T	01-50	44.67
551	ILLINOIS AMERICAN WATER	01-50	11,253.29
6122	VERIZON WIRELESS	01-50	121.07
759	BELLEVILLE NEWS DEMOCRAT	01-50	155.76
CD003	SHRED-IT USA	01-50	224.88
CJ000	C J SCHLOSSER & CO LLC	01-50	8,500.00
CO139	CONSTELLATION NEW ENERGY, INC	01-50	4,468.38
SI007	SIGNAL HILL FIRE PROTECTION DIST	01-50	4,895.13
UM001	UMB BANK NA	01-50	9,129.07
**TOTAL ADMINISTRATION			47,336.72
POLICE DEPARTMENT			
159	AUFFENBERG FORD LINCOLN MERCURY	01-51	160.85
3430	FIRESTONE CAR CENTER	01-51	111.70
3728	DOBBS AUTO CENTERS, INC.	01-51	281.48
448	GALLS, LLC	01-51	451.95
4902	AT & T	01-51	63.46
6122	VERIZON WIRELESS	01-51	1,855.60
657	LEON UNIFORM COMPANY, INC.	01-51	1,509.84
6838	PEAKNET, INC	01-51	110.00
773	RAY O'HERRON CO., INC	01-51	138.89
926	SECRETARY OF STATE	01-51	707.00
AT012	AT & T MOBILITY	01-51	7.12
CH026	CHARM-TEX, INC	01-51	36.44
CL050	CLS, INC	01-51	472.62
FA026	FACTORY MOTOR PARTS CO	01-51	132.75
HU069	HUELS OIL COMPANY	01-51	11,328.51
MA141	MAYER, ERNEST	01-51	37.44
OR001	O'REILLY AUTO PARTS	01-51	234.18
TH048	THE BANK OF EDWARDSVILLE	01-51	2,821.07
UN027	UNIFIRST CORPORATION	01-51	67.91
WE022	WEIR WHOLESALE PARTS, LLC	01-51	1,678.14
**TOTAL POLICE DEPARTMENT			22,206.95
FIRE DEPARTMENT			

VENDOR #	NAME	DEPT.	AMOUNT
01 GENERAL FUND			
FIRE DEPARTMENT			
182	BANNER FIRE EQUIPMENT INC	01-52	424.00
2384	HOMETOWN ACE HARDWARE	01-52	31.55
277	CAMPER EXCHANGE, INC.	01-52	34.89
2831	NFPA	01-52	1,345.50
3697	PHELPS, LANCE	01-52	570.00
393	DUTCH HOLLOW JANITORIAL SUPPLIES	01-52	436.52
4902	AT & T	01-52	98.20
5882	TOWN HALL SPORTS	01-52	20.00
6122	VERIZON WIRELESS	01-52	338.67
726	CLEAN UNIFORM COMPANY	01-52	122.43
834	QUALITY RENTAL CENTER	01-52	42.69
BR028	BROCK, JOSEPH	01-52	607.50
CH030	CHARTER COMMUNICATIONS	01-52	89.99
HE056	HENRY, TRAVIS	01-52	119.16
HU069	HUELS OIL COMPANY	01-52	1,595.75
OR001	O'REILLY AUTO PARTS	01-52	27.99
OW008	OWENS, JOSHUA	01-52	241.85
TH048	THE BANK OF EDWARDSVILLE	01-52	3,779.44
TR054	TRADEMASTER, INC	01-52	11,242.00
**TOTAL FIRE DEPARTMENT			21,168.13
STREETS			
1135	WISE EL SANTO COMPANY	01-53	303.11
2384	HOMETOWN ACE HARDWARE	01-53	7.35
3445	DAVE SCHMIDT TRUCK SERVICE	01-53	2,471.39
393	DUTCH HOLLOW JANITORIAL SUPPLIES	01-53	163.02
402	EGYPTIAN WORKSPACE PARTNERS	01-53	171.14
413	ERB TURF EQUIPMENT, INC.	01-53	418.43
4178	UPCHURCH READY MIX CONCRETE CO	01-53	4,065.00
419	JOHN FABICK TRACTOR COMPANY	01-53	154.46
4902	AT & T	01-53	261.05
500	HARTMANN FARM SUPPLY	01-53	88.92
5575	PRAXAIR DISTRIBUTION, INC.	01-53	146.90
6122	VERIZON WIRELESS	01-53	210.82
6395	CUSTOM CUT STENCIL CO	01-53	15.02
661	LIESE LUMBER CO., INC.	01-53	420.00
7671	WILLIAMS, AARON	01-53	150.00
CA024	CARTER WATERS CORPORATION	01-53	394.59
DD002	D&D TIRE SERVICE LLC	01-53	183.00
DE018	DELTA GASES, INC	01-53	180.56
FA002	FASTENAL COMPANY	01-53	9.00
HU069	HUELS OIL COMPANY	01-53	4,892.37
KI002	KIENSTRA PRECAST LLC	01-53	925.00
KI006	KIMBALL MIDWEST	01-53	71.22
ME037	MEURER BROTHERS, INC	01-53	1,400.00
OR001	O'REILLY AUTO PARTS	01-53	254.14
SU037	SUPERIOR EQUIPMENT CO	01-53	135.00
UN027	UNIFIRST CORPORATION	01-53	427.15

VENDOR #	NAME	DEPT.	AMOUNT
01 GENERAL FUND			
STREETS			
WA066	WARNING LITES OF SOUTHERN ILLINOI	01-53	143.94
**TOTAL STREETS			18,062.58
PARKS DEPARTMENT			
2102	AMEREN ILLINOIS	01-54	1,531.25
272	BUSTER'S TIRE MART	01-54	19.29
393	DUTCH HOLLOW JANITORIAL SUPPLIES	01-54	76.20
4902	AT & T	01-54	308.59
515	HOME-BRITE ACE HARDWARE	01-54	31.08
551	ILLINOIS AMERICAN WATER	01-54	3,431.42
6122	VERIZON WIRELESS	01-54	31.40
661	LIESE LUMBER CO., INC.	01-54	360.00
7678	SHILOH VALLEY EQUIPMENT CO	01-54	281.31
834	QUALITY RENTAL CENTER	01-54	44.97
AT012	AT & T MOBILITY	01-54	50.83
CH030	CHARTER COMMUNICATIONS	01-54	109.98
CO051	CONTEMPORARY LIFE SAVING TRAINING	01-54	732.59
CO139	CONSTELLATION NEW ENERGY, INC	01-54	75.71
FA002	FASTENAL COMPANY	01-54	10.20
HU069	HUELS OIL COMPANY	01-54	3,381.87
MT001	MTI DISTRIBUTING INC	01-54	217.00
OR001	O'REILLY AUTO PARTS	01-54	450.63
SC131	SCHAEFFER MFG CO	01-54	1,171.01
SI036	SITEONE LANDSCAPE SUPPLY, LLC	01-54	308.58
ST043	ST LOUIS COMPOSTING INC	01-54	90.00
UN027	UNIFIRST CORPORATION	01-54	145.78
**TOTAL PARKS DEPARTMENT			12,859.69
CEMETERY DEPARTMENT			
267	BUILDING PRODUCTS CORP.	01-55	114.30
4902	AT & T	01-55	43.64
6122	VERIZON WIRELESS	01-55	103.26
HU069	HUELS OIL COMPANY	01-55	886.79
UN027	UNIFIRST CORPORATION	01-55	179.76
**TOTAL CEMETERY DEPARTMENT			1,327.75
HEALTH & SANITATION			
1316	DOWNING SALES & SERVICE, INC	01-56	85.24
3445	DAVE SCHMIDT TRUCK SERVICE	01-56	7,142.59
419	JOHN FABICK TRACTOR COMPANY	01-56	88.99
4902	AT & T	01-56	84.93
6122	VERIZON WIRELESS	01-56	109.22
BI044	BI-STATE COMPRESSOR, INC	01-56	740.50
DE018	DELTA GASES, INC	01-56	120.33
DU008	DUMPSTER DAVE LLC	01-56	325.00
HU069	HUELS OIL COMPANY	01-56	5,797.32

VENDOR #	NAME	DEPT.	AMOUNT
01 GENERAL FUND			
HEALTH & SANITATION			
MI091	MINTON OUTDOOR SERVICES INC	01-56	2,359.35
TR035	TRACTOR SUPPLY CREDIT PLAN	01-56	122.95
**TOTAL HEALTH & SANITATION			16,976.42
LEGAL DEPARTMENT			
6617	FLYNN, GUYMON & GARAVALLIA	01-60	204.75
**TOTAL LEGAL DEPARTMENT			204.75
HEALTH & HOUSING			
2964	EHRET, MICHAEL	01-61	189.93
402	EGYPTIAN WORKSPACE PARTNERS	01-61	152.15
6122	VERIZON WIRELESS	01-61	518.87
7911	PROFESSIONAL TITLE INS & ESCROW C	01-61	145.00
884	ST CLAIR COUNTY RECORDER OF DEEDS	01-61	58.50
HU069	HUELS OIL COMPANY	01-61	776.54
SC112	SCHARF BUILDING SERVICES, LLC	01-61	682.76
**TOTAL HEALTH & HOUSING			2,523.75
PLANNING & ECONOMIC DEVELOPMENT			
402	EGYPTIAN WORKSPACE PARTNERS	01-62	59.81
6122	VERIZON WIRELESS	01-62	56.20
759	BELLEVILLE NEWS DEMOCRAT	01-62	386.28
**TOTAL PLANNING & ECONOMIC DEVELOPMENT			502.29
MAYOR			
6122	VERIZON WIRELESS	01-82	85.29
HU069	HUELS OIL COMPANY	01-82	152.71
SO002	SWICOM	01-82	25.00
TH048	THE BANK OF EDWARDSVILLE	01-82	70.00
**TOTAL MAYOR			333.00
FINANCE			
MA079	MAITRET, JAMIE	01-83	103.34
**TOTAL FINANCE			103.34
HUMAN RESCOURCES/COMMUNITY DEV			
7452	MIDWEST OCCUPATIONAL MEDICINE	01-84	315.00
CD003	SHRED-IT USA	01-84	53.75
**TOTAL HUMAN RESCOURCES/COMMUNITY DEV			368.75
CLERKS			
GO035	GOLDEN IMAGES LLC	01-85	1,168.12
**TOTAL CLERKS			1,168.12

VENDOR #	NAME	DEPT.	AMOUNT
01 GENERAL FUND			
	CLERKS		
	TREASURER		
OF004	OFFICE DEPOT	01-86	69.08
	**TOTAL TREASURER		69.08
	MAINTENANCE		
371	DEVAN AUTOMOTIVE SERVICE	01-87	356.45
515	HOME-BRITE ACE HARDWARE	01-87	50.95
6122	VERIZON WIRELESS	01-87	247.64
661	LIESE LUMBER CO., INC.	01-87	160.00
726	CLEAN UNIFORM COMPANY	01-87	118.38
BE056	BEL-O PEST SOLUTIONS	01-87	315.00
HU069	HUELS OIL COMPANY	01-87	277.90
SW002	SWANSEA ELECTRICAL SUPPLY	01-87	40.65
WE023	WEINLAND REFRIGERATION	01-87	1,022.75
	**TOTAL MAINTENANCE		2,589.72
	ENGINEERING		
402	EGYPTIAN WORKSPACE PARTNERS	01-88	11.52
6122	VERIZON WIRELESS	01-88	140.01
HU069	HUELS OIL COMPANY	01-88	214.63
	**TOTAL ENGINEERING		366.16
01 GENERAL FUND		GRAND TOTAL	406,383.84

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VENDOR #	NAME	DEPT.	AMOUNT
=====			
03	INSURANCE FUND		
IN033	IPMG	03-00	75,515.03
	**TOTAL		----- 75,515.03
	03 INSURANCE FUND	GRAND TOTAL	75,515.03

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VENDOR #	NAME	DEPT.	AMOUNT
=====			
04	LIBRARY		
2102	AMEREN ILLINOIS	04-00	134.53
4902	AT & T	04-00	89.34
551	ILLINOIS AMERICAN WATER	04-00	66.94
CI028	CINTAS FIRE 636525	04-00	483.41
	**TOTAL		----- 774.22
	04 LIBRARY	GRAND TOTAL	774.22



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VENDOR #	NAME	DEPT.	AMOUNT
12	GENERAL & COMMUNITY ASSISTANCE		
1112	WATTS COPY SYSTEM, INC.	12-00	87.92
CD003	SHRED-IT USA	12-00	5.35
	**TOTAL		93.27
	12 GENERAL & COMMUNITY ASSISTANCE	GRAND TOTAL	93.27

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VENDOR #	NAME	DEPT.	AMOUNT
13 MOTOR FUEL TAX FUND			
2595	WISSEHR ELECTRIC, INC.	13-00	3,110.26
3411	ASPHALT SALES & PRODUCTS, INC.	13-00	2,523.29
EL001	ELECTRICO, INC.	13-00	1,871.89
	**TOTAL		7,505.44
	13 MOTOR FUEL TAX FUND	GRAND TOTAL	7,505.44

VENDOR #	NAME	DEPT.	AMOUNT
14	FOUNTAIN FUND		
551	ILLINOIS AMERICAN WATER	14-00	607.56
	**TOTAL		607.56
	14 FOUNTAIN FUND	GRAND TOTAL	607.56

VENDOR #	NAME	DEPT.	AMOUNT
=====			
21 SEWER OPERATION & MAINTENANCE			
SEWER COLLECTION			
AM007	AMERICAN WATER	21-75	9,173.97
PA076	PAYMENT SERVICE NETWORK, INC	21-75	254.75
ST013	STOOKEY TOWNSHIP	21-75	9,072.92
**TOTAL SEWER COLLECTION			18,501.64
SEWER LINES			
3539	WHITTAKER, ERIC	21-77	84.99
6122	VERIZON WIRELESS	21-77	31.40
GI020	GILKER, DEVIN	21-77	138.36
HU069	HUELS OIL COMPANY	21-77	739.80
LO033	LOELLKE PLUMBING	21-77	1,112.69
NU001	NUSCO	21-77	1,114.00
SI024	EVOQUA WATER TECHNOLOGIES LLC	21-77	300.00
UN027	UNIFIRST CORPORATION	21-77	108.82
**TOTAL SEWER LINES			3,630.06
SEWER PLANT			
1547	THOUVENOT, WADE, & MOERCHEN INC	21-78	1,250.00
2102	AMEREN ILLINOIS	21-78	7,433.99
4902	AT & T	21-78	306.89
515	HOME-BRITE ACE HARDWARE	21-78	134.83
551	ILLINOIS AMERICAN WATER	21-78	226.05
6122	VERIZON WIRELESS	21-78	541.14
6328	GRAINGER INDUS. & COMMERCIAL SUPP	21-78	355.50
661	LIESE LUMBER CO., INC.	21-78	13.05
8071	HACH COMPANY	21-78	1,932.57
8132	WASTE MANAGEMENT OF ST. LOUIS	21-78	716.63
BE015	BELLEVILLE MECHANICAL, INC	21-78	235.35
CD003	SHRED-IT USA	21-78	42.80
CO139	CONSTELLATION NEW ENERGY, INC	21-78	39,224.73
HA143	HAWKINS, INC	21-78	3,496.40
HU069	HUELS OIL COMPANY	21-78	1,182.78
IL029	ILLINOIS ENVIRONMENTAL PROTECTION	21-78CY	75,000.00
OR001	O'REILLY AUTO PARTS	21-78	106.73
QU006	QUILL CORPORATION	21-78	122.29
SI024	EVOQUA WATER TECHNOLOGIES LLC	21-78	300.00
TR035	TRACTOR SUPPLY CREDIT PLAN	21-78	40.98
UN027	UNIFIRST CORPORATION	21-78	70.90
**TOTAL SEWER PLANT			132,733.61
21 SEWER OPERATION & MAINTENANCE		GRAND TOTAL	154,865.31

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VENDOR #	NAME	DEPT.	AMOUNT
=====			
22	SEWER REPAIR & REPLACEMENT FUND		
VA001	VANDEVANTER ENGINEERING	22-00	12,588.88
	**TOTAL		<u>12,588.88</u>
	22 SEWER REPAIR & REPLACEMENT FUND GRAND TOTAL		12,588.88

VENDOR #	NAME	DEPT.	AMOUNT
24 SEWER CONSTRUCTION FUND			
1547	THOUVENOT, WADE, & MOERCHEN INC	24-00	49,323.25
BA019	BAXMEYER CONSTRUCTION INC	24-00	11,289.34
CR043	CRAWFORD, MURPHY & TILLY INC	24-00	3,290.00
TR035	TRACTOR SUPPLY CREDIT PLAN	24-00	249.99
	**TOTAL		64,152.58
	24 SEWER CONSTRUCTION FUND	GRAND TOTAL	64,152.58

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VENDOR #	NAME	DEPT.	AMOUNT
25	SEWER BOND AND INTEREST FUND		
6086	ILLINOIS ENVIRONMENTAL PROTECTION	25-00CY	500,987.31
	**TOTAL		500,987.31
	25 SEWER BOND AND INTEREST FUND	GRAND TOTAL	500,987.31

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VENDOR #	NAME	DEPT.	AMOUNT
30	SPECIAL SERVICE AREA		
551	ILLINOIS AMERICAN WATER	30-00	774.75
	**TOTAL		774.75
	30 SPECIAL SERVICE AREA	GRAND TOTAL	774.75

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VENDOR #	NAME	DEPT.	AMOUNT
38 TIF 3 (CITY OF BELLEVILLE)			
1324	BELLEVILLE FENCE CO.	38-00	7,449.00
4873	ILLINOIS TAX INCREMENT ASSOCIATIO	38-00	850.00
EL001	ELECTRICO, INC.	38-00	605.04
IL029	ILLINOIS ENVIRONMENTAL PROTECTION	38-00CY	1,000.00
	**TOTAL		9,904.04
38 TIF 3 (CITY OF BELLEVILLE)		GRAND TOTAL	9,904.04

VENDOR #	NAME	DEPT.	AMOUNT
44	BELLEVILLE ILLINOIS TOURISM		
966	ILLINOISOUTH TOURISM	44-00	700.00
	**TOTAL		700.00
	44 BELLEVILLE ILLINOIS TOURISM	GRAND TOTAL	700.00

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VENDOR #	NAME	DEPT.	AMOUNT
55	TIF 13 (DRAKE ROAD)		
2768	SONNENBERG ASPHALT CO.	55-00	1,300.00
	**TOTAL		1,300.00
	55 TIF 13 (DRAKE ROAD)	GRAND TOTAL	1,300.00

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VENDOR #	NAME	DEPT.	AMOUNT
56	TIF 14 (ROUTE 15 EAST)		
MA037	MAYER LANDSCAPING INC	56-00	10,372.90
	**TOTAL		10,372.90
	56 TIF 14 (ROUTE 15 EAST)	GRAND TOTAL	10,372.90

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VENDOR #	NAME	DEPT.	AMOUNT
=====			
57	TIF 15 (CARLYLE GREENMOUNT)		
UM001	UMB BANK NA	57-00	336,009.94
	**TOTAL		<u>336,009.94</u>
	57 TIF 15 (CARLYLE GREENMOUNT)	GRAND TOTAL	336,009.94

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VENDOR #	NAME	DEPT.	AMOUNT
=====			
58	TIF 16 (ROUTE 15 WEST CORRIDOR)		
486	HANK'S EXCAVATING & LANDSCAPING,	58-00	27,589.33
KA009	KASKASKIA ENGINEERING GROUP LLC	58-00	275.00
	**TOTAL		----- 27,864.33
	58 TIF 16 (ROUTE 15 WEST CORRIDOR) GRAND TOTAL		27,864.33

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VENDOR #	NAME	DEPT.	AMOUNT
=====			
72	NARCOTICS		
IN046	INFORMATION TECHNOLOGIES, LLC	72-00	1,749.00
WA066	WARNING LITES OF SOUTHERN ILLINOI	72-00	3,143.50
	**TOTAL		4,892.50
	72 NARCOTICS	GRAND TOTAL	4,892.50

SYS DATE:07/10/18

CITY OF BELLEVILLE  
C L A I M S H E E T  
Monday July 16, 2018

SYS TIME:16:26

[NCS]

DATE: 07/16/18

PAGE 24

VENDOR #	NAME	DEPT.	AMOUNT
=====			
77	TIF 19 (FRANK SCOTT PARKWAY)		
UM001	UMB BANK NA	77-00	120,441.81
	**TOTAL		120,441.81
	77 TIF 19 (FRANK SCOTT PARKWAY)	GRAND TOTAL	120,441.81

SYS DATE:07/10/18

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

SYS TIME:16:26

DATE: 07/16/18

Monday July 16,2018

[NCS]

PAGE 25

VENDOR #	NAME	DEPT.	AMOUNT
78	TIF 20 - RT. 15 / S. GREEN MT		
EC007	ECKERT'S COUNTRY STORE AND FARMS	78-00	681.98
	**TOTAL		681.98
	78 TIF 20 - RT. 15 / S. GREEN MT	GRAND TOTAL	681.98
	GRAND TOTAL FOR ALL FUNDS:		1,747,121.08
	TOTAL FOR REGULAR CHECKS:		1,703,253.42
	TOTAL FOR DIRECT PAY VENDORS:		43,867.66

PAYROLL BREAKDOWN AS PER G/L DISTRIBUTION REPORT  
 PAYROLL ENDING DATE: **6-Jul-18**  
 DESCRIPTION:

01 50	ADMINISTRATION	<u>14777.40</u>
01 51	POLICE	<u>290444.39</u>
01 52	FIRE	<u>207509.46</u>
01 53	STREET	<u>46688.05</u>
01 54	PARKS	<u>21371.51</u>
01 55	CEMETERY	<u>7792.04</u>
01 56	SANITATION	<u>33261.71</u>
01 60	LEGAL	<u>7069.40</u>
01 61	HOUSING & INSPECTORS	<u>23932.57</u>
01 62	ECONOMIC DEVELOPMENT & PLANNING	<u>8722.10</u>
01 82	MAYOR	<u>6836.63</u>
01 83	FINANCE	<u>9252.16</u>
01 84	HUMAN RESOURCE	<u>5367.41</u>
01 85	CLERK	<u>7813.67</u>
01 86	TREASURER	<u>4134.72</u>
01 87	MAINTENANCE	<u>15147.60</u>
01 88	ENGINEER	<u>6685.73</u>
	<b>TOTAL GENERAL FUND</b>	<b><u>716806.55</u></b>
12 26	G & C ASSISTANCE	<u>3724.74</u>
	<b>TOTAL G &amp; C ASSISTANCE</b>	<b><u>3724.74</u></b>
21 75	SEWER COLLECTIONS	<u>9491.57</u>
21 77	SEWER LINES	<u>18332.91</u>
21 78	SEWER PLANT	<u>52603.48</u>
	<b>TOTAL SEWER DEPARTMENT</b>	<b><u>80427.96</u></b>
4	LIBRARY	<u>28808.89</u>
7	RECREATION	<u>25867.87</u>
16	Employer's Portion of FICA (06-00-21500) cr	<u>36097.80</u>
	<b>*****TOTAL PAYROLL</b>	<b><u>891733.81</u></b>



1034 Floraville Road  
Waterloo, IL 62298



PHONE 618-939-3000  
FAX 618-939-4299

*"We Move the Earth"*

June 27, 2018

City of Belleville

County: St Clair  
Contract: LTCP Phase 4

Subject: Change Order #2 Lateral Replacement

Due to the depths of the force main, it was necessary to replace several sanitary sewer service lines between N 20<sup>th</sup> and N 23<sup>rd</sup> street. Many of these services required a new line all the way to the house to get flow over the force main pipe, while others were repaired inside the trench. Baxmeyer and the City Sewer Department have come to an agreed value of \$568.75 per foot for lateral replacement along the Force Main portion of the project. This price was negotiated down from the per bid \$1500.00 per foot that still remains in effect for lateral services outside the trench box in the gravity portion of the project. Detailed records of laterals inside and outside the trenchbox were taken by one of our superintendents working on the project and the results from each day are attached as backup. Several laterals from the main were cut and capped when the city representative determined they were not needed.

Lateral Change Order #2 Total = 224.81' x \$568.75 per LF = \$127,860.69

Please process this Change Order as soon as possible as we've already had to pay the all labor, equipment rental, and materials.

Please do not hesitate to call or email if you need additional information or to discuss.

Sincerely yours,  
Joshua J. Froese  
Project Manager  
Baxmeyer Construction, Inc.  
618-779-8514

A handwritten signature in black ink that reads "Josh Froese".

6/27/2018

Laterals Inside the Box Replaced

Cost Code	Description	Date	Foreman	Prod. Qty
Filter Row				
Grand Total:				77.350
6001	LATERAL REPAIR IN BOX	5/16/2018	COWGER	5.000
6001	LATERAL REPAIR IN BOX	5/17/2018	STRONGR	0.000
6001	LATERAL REPAIR IN BOX	5/17/2018	COWGER	13.250
6001	LATERAL REPAIR IN BOX	5/22/2018	COWGER	10.000
6001	LATERAL REPAIR IN BOX	5/23/2018	COWGER	0.000
6001	LATERAL REPAIR IN BOX	5/24/2018	COWGER	5.000
6001	LATERAL REPAIR IN BOX	5/29/2018	STRONGR	0.000
6001	LATERAL REPAIR IN BOX	5/29/2018	COWGER	18.000
6001	LATERAL REPAIR IN BOX	5/30/2018	STRONGR	0.000
6001	LATERAL REPAIR IN BOX	5/30/2018	COWGER	12.500
6001	LATERAL REPAIR IN BOX	5/31/2018	STRONGR	0.000
6001	LATERAL REPAIR IN BOX	5/31/2018	COWGER	13.600

## Cost Code Notes and Indexes

Print records for all Diary and/or Cost Code Note Entries between 12/29/2017 and 6/19/2018

Date	Foreman	Cost Code	Note Index Codes
05/16/2018	COWGER	6001 LATERAL REPAIR IN BOX 5.00 FOOT	<p><b>Slot:</b> 3</p> <p><b>Company Note:</b></p> <p><b>Inspector Note:</b> 2209 A Street (5ft) 2205 A Street (6ft) temporary for overnight.</p>
05/17/2018	COWGER	6001 LATERAL REPAIR IN BOX 13.25 FOOT	<p><b>Slot:</b> 2</p> <p><b>Company Note:</b></p> <p><b>Inspector Note:</b> Installed 5.00ft lateral (2205 A Street) Installed 3.25ft lateral (2119 A Street) Installed 5.00ft temporary combined storm/sanitary MH922 to curb inlet Sta 5+41LT in conflict with force main.</p>
05/22/2018	COWGER	6001 LATERAL REPAIR IN BOX 10.00 FOOT	<p><b>Slot:</b> 2</p> <p><b>Company Note:</b></p> <p><b>Inspector Note:</b> 2111 A Street (5ft 6" SDR35 &amp; 2x 6" clay to plastic fernco coupler) 2 laterals found in HMA driveway at 2111 A Street. Camera was used &amp; line traced back to 2115 A Street. Roy instructed us to plug &amp; abandon line. (0ft, 1 pail quick plug)  Lateral to garage of 103 North 21st Street (5ft 6" SDR35 &amp; 2x 6" clay to plastic fernco coupler)</p>

## Cost Code Notes and Indexes

Print records for all Diary and/or Cost Code Note Entries between 12/29/2017 and 6/19/2018

Date	Foreman	Cost Code	Note Index Codes
05/23/2018	COWGER	6001 LATERAL REPAIR IN BOX 0.00 FOOT	<p><b>Slot:</b> 4</p> <p><b>Company Note:</b></p> <p><b>Inspector Note:</b> Cut &amp; capped storm sewer line from NE quadrant cub inlet at tie in at intersection of 21st &amp; A Street. (1bag quick crete &amp; 1bag quick plug)</p>
05/24/2018	COWGER	6001 LATERAL REPAIR IN BOX 5.00 FOOT	<p><b>Slot:</b> 5</p> <p><b>Company Note:</b></p> <p><b>Inspector Note:</b> 2025 A Street (5ft SDR35 6") 262ft off upstream Manhole #915</p>
05/29/2018	COWGER	6001 LATERAL REPAIR IN BOX 18.00 FOOT	<p><b>Slot:</b> 3</p> <p><b>Company Note:</b></p> <p><b>Inspector Note:</b> 2025 A Street (5ft 6" SDR35 &amp; 45 Elbow)</p> <p>2021 A Street (5ft 6" SDR35 &amp; 45 Elbow)</p> <p>2015 A Street (5ft 6" SDR35 &amp; 45 Elbow)</p> <p>2015 A Street (3ft 6" SDR35 &amp; Fernco Coupler)</p>

## Cost Code Notes and Indexes

Print records for all Diary and/or Cost Code Note Entries between 12/29/2017 and 6/19/2018

Date	Foreman	Cost Code	Note Index Codes
05/30/2018	COWGER	6001	LATERAL REPAIR IN BOX 12.50 FOOT
		<b>Slot:</b>	3
		<b>Company Note:</b>	
		<b>Inspector Note:</b>	2011 A Street West Lateral was abandoned. Lateral cut off at gravity main & capped 0.5ft (6" female pipe cap)
			2011 A Street East Lateral 3.9ft (6" 22 elbow, 3ft 6" SDR35, 6" 45 elbow)
			2007 A Street Lateral 8.1ft (6" 45 elbow, 1.66ft 6" SDR35, 6" 45 elbow, 5.75ft 6" SDR35)
05/31/2018	COWGER	6001	LATERAL REPAIR IN BOX 13.60 FOOT
		<b>Slot:</b>	2
		<b>Company Note:</b>	
		<b>Inspector Note:</b>	2003 A Street *west* 8.6ft (6" 90 elbow, 3.3ft 6" SDR35, 6" 90 elbow, 4.3ft 6" SDR35, 6" 90 elbow)
			2003 A Street *east* 5ft (6" 45 elbow, 5ft 6" SDR35)

**NOTE:**

*Filters in effect:*

Dates >= 12/29/2017 and Dates <= 06/19/2018.

Foreman = COWGER.

Print : Cost Code Notes.

All Note Indexes.

Cost Code = 6001.

Laterals Outside the Box Replaced

Cost Code	Description	Date	Foreman	Prod. Qty
Filter Row				
Grand Total:				147.460
6002	LATERAL REPAIR OUTSIDE BOX	5/16/2018	COWGER	3.500
6002	LATERAL REPAIR OUTSIDE BOX	5/17/2018	STRONGR	0.000
6002	LATERAL REPAIR OUTSIDE BOX	5/17/2018	COWGER	49.330
6002	LATERAL REPAIR OUTSIDE BOX	5/22/2018	COWGER	1.500
6002	LATERAL REPAIR OUTSIDE BOX	5/23/2018	COWGER	0.000
6002	LATERAL REPAIR OUTSIDE BOX	5/24/2018	COWGER	2.500
6002	LATERAL REPAIR OUTSIDE BOX	5/25/2018	COWGER	0.000
6002	LATERAL REPAIR OUTSIDE BOX	5/29/2018	STRONGR	0.000
6002	LATERAL REPAIR OUTSIDE BOX	5/29/2018	COWGER	18.500
6002	LATERAL REPAIR OUTSIDE BOX	5/30/2018	STRONGR	0.000
6002	LATERAL REPAIR OUTSIDE BOX	5/30/2018	COWGER	5.500
6002	LATERAL REPAIR OUTSIDE BOX	5/31/2018	STRONGR	0.000
6002	LATERAL REPAIR OUTSIDE BOX	5/31/2018	COWGER	66.630
6002	LATERAL REPAIR OUTSIDE BOX	6/1/2018	COWGER	0.000
6002	LATERAL REPAIR OUTSIDE BOX	6/11/2018	COWGER	0.000

## Cost Code Notes and Indexes

Print records for all Diary and/or Cost Code Note Entries between 12/29/2017 and 6/19/2018

Date	Foreman	Cost Code	Note Index Codes
05/16/2018	COWGER	6002	LATERAL REPAIR OUTSIDE BOX 3.50 FOOT <b>Slot:</b> 4 <b>Company Note:</b>  <b>Inspector Note:</b> 2209 A Street (3.5ft)
05/17/2018	COWGER	6002	LATERAL REPAIR OUTSIDE BOX 49.33 FOOT <b>Slot:</b> 3 <b>Company Note:</b>  <b>Inspector Note:</b> Took delivery of 4" sanitary lateral pipe and fittings.  Installed 45.33ft lateral (2205 A Street)  Installed 4.00ft temporary combined storm/sanitary MH922 to curb inlet Sta 5+41LT in conflict with force main.
05/22/2018	COWGER	6002	LATERAL REPAIR OUTSIDE BOX 1.50 FOOT <b>Slot:</b> 3 <b>Company Note:</b>  <b>Inspector Note:</b> 2111 A Street (0.5ft 6" SDR35)  Lateral to garage of 103 North 21st Street (1.0ft 6" SDR35)

## Cost Code Notes and Indexes

Print records for all Diary and/or Cost Code Note Entries between 12/29/2017 and 6/19/2018

Date	Foreman	Cost Code	Note Index Codes
05/23/2018	COWGER	6002 LATERAL REPAIR OUTSIDE BOX 0.00 FOOT	
		<b>Slot:</b> 5	
		<b>Company Note:</b>	
		<b>Inspector Note:</b>	Lateral to 2025 A Street in conflict with 30" Force Main. Scoped & traced line. Excavated to confirm elevation.  Cut & capped storm inlet & line from curb inlet in NE quadrant of 21st & A Street.
05/24/2018	COWGER	6002 LATERAL REPAIR OUTSIDE BOX 2.50 FOOT	
		<b>Slot:</b> 6	
		<b>Company Note:</b>	
		<b>Inspector Note:</b>	2025 A Street (2.5ft SDR35 6" & 2x 6" clay to plastic fernco coupler)  Backfilled pothole of sanitary lateral to 2025 A Street.
05/25/2018	COWGER	6002 LATERAL REPAIR OUTSIDE BOX 0.00 FOOT	
		<b>Slot:</b> 6	
		<b>Company Note:</b>	
		<b>Inspector Note:</b>	Excavated for & sump pumped trench for insert-a-tee installation. Forced to quit work & backfill due to thunderstorms.

## Cost Code Notes and Indexes

Print records for all Diary and/or Cost Code Note Entries between 12/29/2017 and 6/19/2018

Date	Foreman	Cost Code	Note Index Codes
05/29/2018	COWGER	6002 LATERAL REPAIR OUTSIDE BOX 18.50 FOOT	<p><b>Slot:</b> 4</p> <p><b>Company Note:</b></p> <p><b>Inspector Note:</b> 2025 A Street (3.5ft 6" SDR35, 6" insert-a-tee, 2x 6" fernco, 1x 6" cap &amp; Street 45 Ellbow)</p> <p>2021 A Street (6ft 6" SDR35, 6" insert-a-tee, 6" male cap, 6" fernco coupler &amp; 6" Street 45 Elbow)</p> <p>2015 A Street (6ft 6" SDR35, 6" insert-a-tee, 6" female cap, &amp; 2x 6" 45 Street Elbow)</p> <p>2015 A Street (3ft 6" SDR35 &amp; 6" Fernco)</p>
05/30/2018	COWGER	6002 LATERAL REPAIR OUTSIDE BOX 5.50 FOOT	<p><b>Slot:</b> 4</p> <p><b>Company Note:</b></p> <p><b>Inspector Note:</b> 2011 A Street East Lateral 3.5ft (6" 45 elbow, 3.25ft 6" SDR35, 6" Street 45 elbow, 6" fernco)</p> <p>2007 A Street Lateral 2ft (6" SDR35) Stubbed out to tie into existing clay tile after further excavation of line is complete.</p>
05/31/2018	COWGER	6002 LATERAL REPAIR OUTSIDE BOX 66.63 FOOT	<p><b>Slot:</b> 3</p> <p><b>Company Note:</b></p> <p><b>Inspector Note:</b> 2007 A Street 60.63ft *existing gravity sanitary lateral tied into abandoned clay tile. Instructed by sewer department to reconnect to 6" Cast Iron* (17.3ft 6" SDR35, 6" 22 elbow, 28ft 6" SDR35, 6" Wye, 6" fernco, 6"x4" reducer, 1.5ft 4" SDR35, 4" Sweep Tee, 4" Wye, 4" 22 elbow, 3ft 4" SDR35, 2x 4" fernco, 7.3ft 4" SDR35)</p>

## Cost Code Notes and Indexes

Print records for all Diary and/or Cost Code Note Entries between 12/29/2017 and 6/19/2018

Date	Foreman	Cost Code	Note Index Codes
			2003 A Street *east* 6ft (6" 45 elbow, 5ft 6" SDR35, 6" 90 elbow)  23.73tons CA07 for backfilling outside box laterals. Ticket# 1151850
06/01/2018	COWGER	6002	LATERAL REPAIR OUTSIDE BOX 0.00 FOOT <b>Slot:</b> 4 <b>Company Note:</b>  <b>Inspector Note:</b> Graded lot of 2007 A Street excavation from lateral replacement & hauled off excess soil.
06/11/2018	COWGER	6002	LATERAL REPAIR OUTSIDE BOX 0.00 FOOT <b>Slot:</b> 4 <b>Company Note:</b>  <b>Inspector Note:</b> Removed excess excavated material from 2205 A Street lateral replacement.

**NOTE:**

*Filters in effect:*  
Dates >= 12/29/2017 and Dates <= 06/19/2018.  
Foreman = COWGER.  
Print : Cost Code Notes.  
All Note Indexes.  
Cost Code = 6002.

CITY OF BELLEVILLE

BID OPENING DATA SHEET

SUBJECT: 2018 Summer Demolition  
DATE: 7-3-18 TIME: 10:00 AM PLACE: Conf Room

WITNESSES:

Jennifer Stalnes  
CITY CLERK'S OFFICE  
Hosking - Robert DEPT. HEAD'S OFFICE

Joe Mueller  
PURCHASING OFFICE  
OTHER \_\_\_\_\_

VENDORS PRESENT:

Kyle Heisner  
NAME  
Chris Stutz  
NAME  
NAME  
NAME  
NAME  
NAME

Hank's Excavating  
COMPANY  
State Excavating  
COMPANY  
COMPANY  
COMPANY  
COMPANY  
COMPANY

BID OPENING NOTES:		
<u>Shaper</u>	<u>145,700.00</u>	<u>Bid Bond</u> ✓
<u>Stutz</u>	<u>222,160.00</u>	✓
<u>Hank's</u>	<u>180,150.00</u>	✓



3100 West 76th Street  
Davenport, IA 52806  
Ph: 563-391-4840

Elliott Sanitation Equip. Co.  
1245 Dawes Avenue  
Lincoln, NE 68521  
Ph: 402-474-4840

4000 SE Beisser Drive  
Grimes, IA 50111  
Ph: 515-986-4840  
Fx: 515-986-9530

14001 Botts Rd.  
Grandview, MO 64030  
Ph: 816-761-4840

4400 E 60th Ave  
Commerce City, CO 80022  
Ph: 303-853-4840

# Quote

Date	Quote #
7/5/2018	9961
Proposed Shipping Date	
30-45 Days	
Terms	
Net 30	
Rep	
JRM	

City of Belleville Sanitation Administrat  
407 E. Lincoln  
Belleville, IL 62226

**Here is our quotation on the goods named, subject to the conditions noted:**

*CONDITIONS: The prices and terms on this quotation are not subject to verbal changes or other agreements unless approved in writing by the Home Office of the Seller. Prices are based on costs and conditions existing on date of quotation and are subject to change by the Seller before final acceptance. All quotations and agreements are contingent upon strikes, accidents, fires, availability of materials and all other causes beyond our control. Typographical and stenographic errors subject to correction. Purchaser agrees to accept either overage or shortage not in excess of ten percent to be charged for pro-rata. Purchaser assumes liability for patent and copyright infringement when goods are made to Purchaser's specifications. When quotation specifies material to be furnished by the purchaser, ample allowance must be made for reasonable spoilage and material must be of suitable quality to facilitate efficient production.*

*Conditions not specifically stated herein shall be governed by established trade customs. Terms inconsistent with those stated herein which may appear on Purchaser's formal order will not be binding on the Seller.*

*TERMS: Equipment is due on receipt. Carts, Containers, Parts, & Service are Net 30 unless otherwise noted on your account. Balances over 30 days from date of invoice are subject to finance charges up to 1½% per month.*

Qty	Item	Description	Price	Total
1	10816E	Stock 10816E, used 2009 International 7400, Maxxforce 9 300 HP diesel, Allison 3500RDS automatic, tandem axle chassis with Labrie Expert 2000 T series 27 cu yd drop frame side loader with Helping Hand automated arm, dual drive with stand up right hand drive. Versatile truck with manual and automated loading capability. About 105,000 miles and about 10,000 hours. VIN:1HTWGAZTX9J052710. SN: EX-27 EX08108RES	69,000.00	69,000.00
1	Freight	Complete Refurbish and complete new paint. Shipping & Handling	750.00	750.00

**\*\*Administrative Fee of \$150.00 will be added to all vehicle purchase transactions.\*\***

<b>Total</b>	<b>\$69,750.00</b>
--------------	--------------------

TO CONFIRM ORDER, SIGN AND RETURN

X \_\_\_\_\_





## Ⓢ Ranger Automated Side Loader

Ease of operation and superior design are what sets the Ranger ASL apart from all others.

The cab controls offer the driver a choice between a joystick and rocker switches.

The Bridgeport Automated Arm is the most efficient arm in the industry. It is body mounted for stability and durability. With fewer moving parts, maintenance is a breeze.

The Ranger also features a folding hopper door that allows a lower pitch-in height.

The hopper features water-tight clean out doors that are easily reached from ground level.

All these features and more make buying a Bridgeport a very smart move.

▶ SIMPLICITY BY DESIGN

Ⓢ EFFICIENT

- Automatic Pack Cycle
- One Piece Packer/Follower
- Tapered Body for Easier Discharge
- Self Locking Tailgate w/ Watertight Seal

Ⓢ RELIABLE

- Electric Over Hydraulic Controls
- 96" Reach Body Mounted Arm
- Universal Cart Grips - 30 to 450 gal
- Cylinders Manufactured by Texas Hydraulics



[www.bridgeportmfg.com](http://www.bridgeportmfg.com)

Phone: 254.559.2533  
Fax: 254.559.2731  
email: [jr@bridgeportmfg.com](mailto:jr@bridgeportmfg.com)

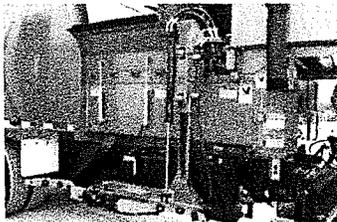
PO Box 1737  
1310 E Brown Rd  
Breckenridge, TX 76424



DRIVER FRIENDLY



LOW MAINTENANCE



CNG Ready

Bridgeport Truck Mfg. Inc. retains the right to make changes in design and specifications; engineering; add or remove features; add improvements; or discontinue the manufacturing of any product, at any time without notice or obligation.

Specifications May Be Modified Per Customer Requirements



# Ranger Automated Side Loader

## Body Specifications

Body Capacity	20 yd <sup>3</sup> - 32 yd <sup>3</sup> - 34 yd <sup>3</sup> - 36 yd <sup>3</sup> - 38 yd <sup>3</sup>
Body Style	Hoist to Dump or Full Eject
Floor	3/16" AR Plate w/ 1/4" Overlay at Hopper
Sides	10 ga Hi-Ten Rolled Plate w/ 2 Body Posts
Roof	10 ga Hi-Ten - Tapered Front to Back
Tailgate	1 Piece 10 ga - Self Locking w/ Rubber Seal

## Packer / Hopper Specifications

Packer	1 Piece Packer/Follower w/ Replaceable Wear Strips
Hopper Capacity	4 yd <sup>3</sup>
Hopper Floor	1/4" T-1 ASTM A-572 Grade 50 Plate
Hopper Clean Out	Trough w/ 2 Rubber Sealed Clean Out Doors
Hopper Door	Fold Down Door for Hand Loading - 68" Pitch-in

## Automated Arm Specifications

Reach	96"
Cycle Time	7-8 Seconds @ 750 RPM
Lift Capacity	1000 lbs (approx.)
Grips	Universal (30-450 gal) carts
Lift	Hydraulic w/ Gravity Down
Controls	Electric over Hydraulic Joystick & Rocker Switches

## Hydraulics / Bore x Stroke

Tailgate Cylinders	(2) 3" x 30"
Packer Cylinders	(2) 5-1/2" x 39"
Arm Cylinders	Reach- 2" x 72" / Grip- 2" x 8"
Arm Cylinders	Elevator- 2" x 26" / Dump- 3" x 20"
Hoist Cylinders	(2) 5-1/2" x 111" 3-Stage Telescoping
Pump / Valves	Front Mount Tandem Unloader / (2) Danfoss B6603 Valves

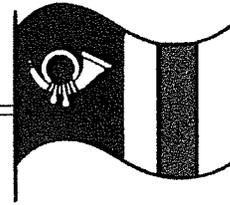
## Options - Contact your local dealer for a full list of options

- Extended Reach Arm (144")
- Outside Controls
- Hydraulic or Pneumatic Hopper Cover
- Hydraulic Tank Heater

[www.bridgeportmfg.com](http://www.bridgeportmfg.com)

# CITY OF BELLEVILLE, ILLINOIS

101 South Illinois Street  
Belleville, Illinois 62220-2105  
(618) 233-6810  
FAX (618) 233-6779



CITY FLAG  
DESIGNED BY  
FREDERICK L. LANGE  
JULY 6<sup>TH</sup> 1964



**DATE:** July 5, 2018  
**TO:** All City of Belleville Elected Officials  
**FROM:** Jamie Maitret, Finance Director *JM*  
**RE:** Bank financing of new WWTP Vactor/Rodder truck

On August 21, 2017 the City Council approved the purchase of a new vactor/rodder truck. It was mentioned at that time that the City intended to finance the purchase through a local bank when the equipment was ready to be delivered. We have been notified that the equipment should be delivered this month.

I have been in contact with several different banks who were interested in providing the financing. I received quotes on interest rates and closing costs from three banks.

We requested a 5 year loan for the purchase price of the equipment (\$402,397.85), with payments due semi-annually. Of the three quotes I received, Commerce Bank (Clayton Holdings, LLC) was the lowest when considering annual interest rates along with closing costs, at an interest rate of only 3.18%. The bank is also proposing only \$250 of closing costs due from the City only if an escrow account is needed due to timing of closing and delivery of the truck, but we do not anticipate needing this. Bank of Belleville proposed a rate of 3.476%, and The Bank of Edwardsville proposed 3.48%.

It is staff's recommendation to accept Commerce Bank's financing offer at 3.18% interest, with closing on the loan to occur around July 23, 2018.

If you have any further questions, please feel free to contact my office.

 **Clayton Holdings, LLC**

8000 Forsyth Boulevard  
St. Louis, Missouri 63105-1797  
(314) 746-3678

07/02/2018

City of Belleville, IL  
Ms. Jamie Maitret  
Finance Director  
101 South Illinois Street  
Belleville, IL 62220-2105

Dear Ms. Maitret:

On behalf of Clayton Holdings, LLC, we would like to offer the following lease-purchase proposal for your consideration:

**Type of Financing:** A tax-exempt, State and Municipal Lease/ Purchase Agreement (the "Lease").

**Lessor:** Clayton Holdings, LLC – An equity subsidiary of Commerce Bank.

**Lessee:** City of Belleville, IL

**Equipment:** One (1) New Vactor Truck

**Total Finance Amount:** \$402,397.85

**Commencement Date:** 07/23/2018

**Base Term:** 5 year

**Interest Rate:** 5 year – 3.18% fixed, rate locked until 07/27/2018

**Payment Amount:** \$43,155.81, 10 payments, first due at closing.  
*\*Please see attached amortization schedule.*

**Payment Frequency:** Semiannual/Advance  
*\*The first payment is due at closing.*

**Documentation:** Shall be provided by Lessor. Funding of the Lease is contingent, in part; upon receipt and review by Lessor of executed Lease documentation in form acceptable to Lessor and Lessee.

**Interest Rate Adjustment:** The above quoted interest rate is based on a spread over the Five (5) year Interest Rate Swap (the "Index"). For Purposes of this proposal, as of 06/26/2018 the Five (5) year interest rate swap is 2.89%.

In the event the transaction does not close by 07/27/2018, Lessor reserves the right, but has no obligation, to adjust the Interest Rate after 07/27/2018 based on changes in the Index between the Quote Date and the Commencement Date. The adjustment, if made, would preserve Lessor's original lease investment assumption on a nominal pre-tax yield basis.

**AT&T  
Acknowledgement of Service Order**

This Acknowledgement of Service Order ("Order") between AT&T Corp ("AT&T") and [City of Belleville] ("Customer") serves as an acknowledgement of Customer's agreement to purchase Service according to prices, quantities, and term as set forth herein. Such Services shall be provided pursuant to the terms and conditions of The State of Illinois Master Contract (Agreement Contract# 20110610-0108UA), as amended herein.

1. Rates: Monthly Charges are as set forth below. During the Service Order term, rates will not increase above Monthly Charges set forth below for Service between the locations listed in this Order. Monthly Charges may change if a Service location is moved.
2. Term and Expiration: The term of this Service Order is 36 months. Term shall commence upon installation of service.
3. Agreement Contract # 20110610-0108UA: In the event Agreement Contract# 20110610-0108UA expires prior to the expiration of the Term of this order, the terms and conditions of Agreement Contract# 20110610-0108UA shall continue to govern this Service. At the end of a Service Term, Customer will have the option to either: (a) cease using the Service (which will require Customer to take all steps required by AT&T to terminate the Service); or (b) continue using the Service under a month-to-month service arrangement. Unless a Service Attachment states otherwise, during any month-to-month service arrangement, the prices, terms and conditions in effect on the last day of the Service Term will continue until changed by AT&T on 30 days' prior notice to Customer.
4. Termination. If Customer terminates service after Cutover but before the completion of the Term, Termination Liability will be assessed. These charges include any unpaid Special Construction charges; all unpaid non-recurring charges (excluding waived charges); plus fifty percent (50%) of all Monthly Charges for the balance of the Term. These charges shall become due and owing as of the effective date of termination. Payment of the termination charges does not release the Customer from other previous amounts owed to AT&T. In the event a Service Order is cancelled prior to Cutover, Customer shall be liable for actual costs and expenses incurred by AT&T prior to effective date of cancellation or as mutually agreed in writing by the parties at time of cancellation.
5. Payment: Customer is exclusively responsible for all payments due and owing to AT&T for the Services provisioned hereunder and the State of Illinois shall not be deemed to be responsible for any such payments. Customer shall pay for the Services ordered hereunder pursuant to the conditions in Section 3.8 "Payment Terms and Conditions" of the Master Contract No. 20110610-0108UA.

Service Type: ASE	Order Type: <input checked="" type="checkbox"/> New <input type="checkbox"/> Renewal
-------------------	--

Service Components	Quantity	Unit Monthly	Total Monthly Recurring Charges	Total Non-recurring Charges
ASE(SM) Basic Port 100M	1	\$275.00	\$275.00	
ASE(SM) Basic Port 1G		\$550.00		
ASE(SM) Basic Port 10G		\$1,510.00		
Additional MAC Address 51-100		\$5.00		
Non-Critical High 5M		\$191.40		
Non-Critical High 10M		\$209.75		
Non-Critical High 20M		\$297.87		
Non-Critical High 50M		\$370.18		
Non-Critical High 100M		\$439.60		
Non-Critical High 250M		\$443.01		
Non-Critical High 500M		\$525.00		
Non-Critical High 1 GIG		\$750.00		
Non-Critical High 2 GIG		\$731.25		
Non-Critical High 2.5 GIG		\$950.00		
Non-Critical High 4 GIG		\$1,710.00		
Non-Critical High 5 GIG		\$2,116.00		
Non-Critical High 7.5 GIG		\$2,760.00		
Non-Critical High 9.5 GIG		\$3,192.00		

**AT&T  
Acknowledgement of Service Order**

<b>Service Components</b>	<b>Quantity</b>	<b>Unit Monthly</b>	<b>Total Monthly Recurring Charges</b>	<b>Total Non-recurring Charges</b>
Non-Critical High 10 GIG		\$3,320.00		
Business Critical- Medium 5M		\$191.40		
Business Critical- Medium 10M	1	\$209.75	\$209.75	
Business Critical- Medium 20M		\$297.87		
Business Critical- Medium 50M		\$370.18		
Business Critical- Medium 100M		\$439.60		
Business Critical- Medium 250M		\$443.01		
Business Critical- Medium 500M		\$525.00		
Business Critical- Medium 1 GIG		\$750.00		
Business Critical- Medium 2 GIG		\$731.25		
Business Critical- Medium 2.5 GIG		\$950.00		
Business Critical- Medium 4 GIG		\$1,710.00		
Business Critical- Medium 5 GIG		\$2,116.00		
Business Critical- Medium 7.5 GIG		\$2,760.00		
Business Critical- Medium 9.5 GIG		\$3,192.00		
Business Critical- Medium 10 GIG		\$3,320.00		
Business Data 5M		\$191.40		
Business Data 10M		\$209.75		
Business Data 20M		\$297.87		
Business Data 50M		\$370.18		
Business Data 100M		\$439.60		
Business Data 250M		\$443.01		
Business Data 500M		\$525.00		
Business Data 1 GIG		\$750.00		
Business Data 2 GIG		\$731.25		
Business Data 2.5 GIG		\$950.00		
Business Data 4 GIG		\$1,710.00		
Business Data 5 GIG		\$2,116.00		
Business Data 7.5 GIG		\$2,760.00		
Business Data 9.5 GIG		\$3,192.00		
Business Data 10 GIG		\$3,320.00		
Business Critical - High 5M		\$214.72		
Business Critical - High 10M		\$233.98		
Business Critical - High 20M		\$326.51		

**CONFIDENTIAL INFORMATION**

*This Agreement is for use by authorized employees of the parties hereto only and is not for general distribution within or outside their companies.*

**AT&T**  
**Acknowledgement of Service Order**

<b>Service Components</b>	<b>Quantity</b>	<b>Unit Monthly</b>	<b>Total Monthly Recurring Charges</b>	<b>Total Non-recurring Charges</b>
Business Critical - High 50M		\$402.11		
Business Critical - High 100M		\$475.33		
Business Critical - High 250M		\$478.14		
Business Critical - High 500M		\$560.83		
Business Critical - High 1 GIG		\$815.89		
Business Critical - High 2 GIG		\$782.82		
Business Critical - High 2.5 GIG		\$1,012.96		
Business Critical - High 4 GIG		\$1,801.38		
Business Critical - High 5 GIG		\$2,228.15		
Business Critical - High 7.5 GIG		\$2,913.66		
Business Critical - High 9.5 GIG		\$3,376.50		
Business Critical - High 10 GIG		\$3,528.11		
Critical Data 5M		\$214.72		
Critical Data 10M		\$233.98		
Critical Data 20M		\$326.51		
Critical Data 50M		\$402.11		
Critical Data 100M		\$475.33		
Critical Data 250M		\$478.14		
Critical Data 500M		\$560.83		
Critical Data 1 GIG		\$815.89		
Critical Data 2 GIG		\$782.82		
Critical Data 2.5 GIG		\$1,012.96		
Critical Data 4 GIG		\$1,801.38		
Critical Data 5 GIG		\$2,228.15		
Critical Data 7.5 GIG		\$2,913.66		
Critical Data 9.5 GIG		\$3,376.50		
Critical Data 10 GIG		\$3,528.11		
Interactive 5M		\$238.04		
Interactive 10M		\$258.22		
Interactive 20M		\$355.15		
Interactive 50M		\$434.69		
Interactive 100M		\$511.06		
Interactive 250M		\$513.28		
Interactive 500M		\$596.67		

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**AT&T  
Acknowledgement of Service Order**

<b>Service Components</b>	<b>Quantity</b>	<b>Unit Monthly</b>	<b>Total Monthly Recurring Charges</b>	<b>Total Non-recurring Charges</b>
Interactive 1 GIG		\$881.78		
Interactive 2 GIG		\$834.38		
Interactive 2.5 GIG		\$1,075.91		
Interactive 4 GIG		\$1,892.76		
Interactive 5 GIG		\$2,340.30		
Interactive 7.5 GIG		\$3,067.31		
Interactive 9.5 GIG		\$3,561.00		
Interactive 10 GIG		\$3,736.22		
Multimedia Standard 5M		\$238.04		
Multimedia Standard 10M		\$258.22		
Multimedia Standard 20M		\$355.15		
Multimedia Standard 50M		\$434.69		
Multimedia Standard 100M		\$511.06		
Multimedia Standard 250M		\$513.28		
Multimedia Standard 500M		\$596.67		
Multimedia Standard 1 GIG		\$881.78		
Multimedia Standard 2 GIG		\$834.38		
Multimedia Standard 2.5 GIG		\$1,075.91		
Multimedia Standard 4 GIG		\$1,892.76		
Multimedia Standard 5 GIG		\$2,340.30		
Multimedia Standard 7.5 GIG		\$3,067.31		
Multimedia Standard 9.5 GIG		\$3,561.00		
Multimedia Standard 10 GIG		\$3,736.22		
Multimedia High 5M		\$254.01		
Multimedia High 10M		\$275.41		
Multimedia High 20M		\$379.91		
Multimedia High 50M		\$467.26		
Multimedia High 100M		\$546.58		
Multimedia High 250M		\$553.21		
Multimedia High 500M		\$642.27		
Multimedia High 1 GIG		\$941.60		
Multimedia High 2 GIG		\$894.04		
Multimedia High 2.5 GIG		\$1,146.85		
Multimedia High 4 GIG		\$1,995.75		

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**AT&T  
Acknowledgement of Service Order**

Service Components	Quantity	Unit Monthly	Total Monthly Recurring Charges	Total Non-recurring Charges
Multimedia High 5 GIG		\$2,463.68		
Multimedia High 7.5 GIG		\$3,235.91		
Multimedia High 9.5 GIG		\$3,760.11		
Multimedia High 10 GIG		\$3,947.27		
Realtime 5M		\$254.01		
Realtime 10M		\$275.41		
Realtime 20M		\$379.91		
Realtime 50M		\$467.26		
Realtime 100M		\$546.58		
Realtime 250M		\$553.21		
Realtime 500M		\$642.27		
Realtime 1 GIG		\$941.60		
Realtime 2 GIG		\$894.04		
Realtime 2.5 GIG		\$1,146.85		
Realtime 4 GIG		\$1,995.75		
Realtime 5 GIG		\$2,463.68		
Realtime 7.5 GIG		\$3,235.91		
Realtime 9.5 GIG		\$3,760.11		
Realtime 10 GIG		\$3,947.27		
Repeater		\$300.00		
Special Construction		N/A		
<b>Total Charges</b>			<b>\$484.75</b>	

Your signature acknowledges that you understand and accept the terms and conditions herein, and that you are authorized to make the commitments under this Service Order.

ILLINOIS STATE CONTRACT NUMBER: CMC131864A

	<b>AT&amp;T</b>
Authorized Customer Signature	Authorized AT&T Signature
Print Name and Title	Print Name and Title
Date	Date <b>AT&amp;T CONTACT INFORMATION</b>
Billing Address	AT&T Sales Representative Name
City, State and Zip Code	Address

**AT&T**  
**Acknowledgement of Service Order**

City, State and Zip Code	City, State and Zip Code
Existing Billing Account Number (if applicable)	Fax Number

**AT&T  
Acknowledgement of Service Order**

**ATTACHMENT A**

**AT&T SWITCHED ETHERNET SITE AND INITIAL SERVICE CONFIGURATION**

1. **New Service:** If the Order Type selected above is "New" then complete the tables below:

Table 1: Complete a row for each Customer Connection:

Port ID #	Street Address	City	State	Contact Name	Telephone Number
1	720 West Main St	Belleville	IL	Rich Peppers	618-234-1218X 1730
2			IL		
3			IL		
4			IL		

Table 2 – Service Components associated with Customer Port Connections identified above.

Port ID #	Customer Port Connection Speed	CIR Speed / Tier	Class of Service / Package	Regenerator
1	100 Mbps Basic	10 Mbps [Select for Broadband Port]	Bus. Critical - Med.	N/A
2	[Select]	[Select] [Select for Broadband Port]	[Select]	[Select]
3	[Select]	[Select] [Select for Broadband Port]	[Select]	[Select]
4	[Select]	[Select] [Select for Broadband Port]	[Select]	[Select]

**CONFIDENTIAL INFORMATION**

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**AT&T**  
**Acknowledgement of Service Order**

2. **Existing Service.** If the Order Type selected above is "New" then complete the tables below:

Table 1: Complete a row for each existing Customer Connection:

Port ID #	Existing Circuit ID	Existing Billing Account Number /BTN	Existing Contract Number
1			
2			
3			
4			

Table 2 – Service Components associated with Customer Port Connections identified above.

Port ID #	Customer Port Connection Speed	CIR Speed / Tier	Class of Service / Package	Regenerator
1	[Select]	[Select] [Select for Broadband Port]	[Select]	[Select]
2	[Select]	[Select] [Select for Broadband Port]	[Select]	[Select]
3	[Select]	[Select] [Select for Broadband Port]	[Select]	[Select]
4	[Select]	[Select] [Select for Broadband Port]	[Select]	[Select]



**MOTOROLA**

**MOTOROLA SOLUTIONS, INC.**  
1301 E. Algonquin Road  
Schaumburg, IL 60196

Visit our website at :www.motorolasolutions.com

# INVOICE

Page 1 of 2

TOTAL INVOICE AMOUNT: \$338,384.00
MOTOROLA INVOICE NUMBER: 41218899
INVOICE DATE: 12/15/2015
PAYMENT DUE: PER CONTRACT
CUSTOMER ACCOUNT NUMBER: 1035678038 0001
PURCHASE ORDER DATE:
YOUR PURCHASE ORDER NUMBER: CONTRACT

BILL TO ST CLAIR COUNTY

#10 PUBLIC SQ  
BELLEVILLE, IL 62220

For questions concerning this Invoice please contact  
Motorola at: 1-888-567-7347

00029-00026-00024

Payment Terms: LARGE CONTRACT

Sales Order Number: 0609021750241

Motorola Solutions, Inc. Federal Tax Id: 36-1115800

## Invoice Detail

Item	Model Number	Qty	Description	Unit Price	Amount
1		1	PARTIAL BILLING FOR 25% OF SYSTEM PRICE DUE UPON CONTRACT EXECUTION	338,384.00	338,384.00
2			AGENCY: BELLEVILLE		
3			MCC7500 EQUIPMENT: \$264,123		
4			INSTALLATION: \$74,261		
<p>IF YOU HAVE ANY QUESTIONS REGARDING THIS INVOICE PLEASE CONTACT KERI BUTHMAN @847-576-6024 OR EMAIL: KERI.BUTHMAN@MOTOROLASOLUTIONS.COM THANK YOU FOR CHOOSING MOTOROLA SOLUTIONS, INC. INVOICE DUE PER TERMS OF CONTRACT - NET 30 CANCELS AND SUPERCEDES INVOICE 41217166</p>					
SUBTOTAL					338,384.00

(Continued on Next Page)

Detach here and return bottom portion with your payment

INVOICE NUMBER	CUSTOMER ACCOUNT NUMBER	PAYMENT DUE
41218899	1035678038 0001	PER CONTRACT

## Payment Coupon

Invoice Total	Amount Paid
\$338,384.00	

Please put your Invoice Number and your Customer Account Number  
on your check for prompt processing

ST CLAIR COUNTY

#10 PUBLIC SQ  
BELLEVILLE, IL 62220



Send Payment To:

**MOTOROLA**

**MOTOROLA SOLUTIONS, INC.**  
13108 COLLECTIONS CENTER DRIVE  
CHICAGO, IL 60693



**MOTOROLA**

**MOTOROLA SOLUTIONS, INC.**  
1301 E. Algonquin Road  
Schaumburg, IL 60196

Visit our website at :[www.motorolasolutions.com](http://www.motorolasolutions.com)

**INVOICE**

Page 2 of 2

TOTAL INVOICE AMOUNT: \$338,384.00
MOTOROLA INVOICE NUMBER: 41218899
INVOICE DATE: 12/15/2015
PAYMENT DUE: PER CONTRACT
CUSTOMER ACCOUNT NUMBER: 1035678038 0001
PURCHASE ORDER DATE:
YOUR PURCHASE ORDER NUMBER: CONTRACT

BILL TO ST CLAIR COUNTY

#10 PUBLIC SQ  
BELLEVILLE, IL 62220

00030-00026-00024

Payment Terms: LARGE CONTRACT

Sales Order Number: 0609021750241

For questions concerning this Invoice please contact  
Motorola at: 1-888-567-7347

Motorola Solutions, Inc. Federal Tax Id: 36-1115800

**Invoice Detail Continued**

Item	Model Number	Qty	Description	Unit Price	Amount
PLEASE PAY THIS AMOUNT (PAYMENT DUE: PER CONTRACT)					338,384.00



CONSULTING ENGINEERING  
GEOSPATIAL SERVICES

THOUVENOT, WADE & MOERCHEN, INC.  
4940 Old Collinsville Road  
Swansea, IL 62226  
618.624.4488  
[WWW.TWM-INC.COM](http://WWW.TWM-INC.COM)

## Contract Amendment

### I. Amendment to Contract Agreement for Professional Services

Our firm, **Thouvenot, Wade & Moerchen, Inc.**, and you, **City of Belleville** our client, previously entered into a Contract Agreement, dated November 22, 2013, for Professional Services on the **Belle Valley III** project, identified as our project number D03120532.

You have now asked to amend that Contract by adding one or more additional tasks that were not previously part of our Basic Scope of Services or the fees we quoted for those services.

THEREFORE, you and we both agree to amend the above referenced Contract as follows:

Project / Task Name: Belle Valley Industrial Park Cost Estimates

**A. Additional Scope of Services:**

Provide costs for engineering services and preliminary analysis of the needed bridge and quantity take-offs in order to provide estimated construction costs for the City of Belleville to use in a grant application.

Schedule to Complete Additional Scope of Services: 7/9/2018

**B. Fee to Complete Additional Scope of Services: Hourly – Not to Exceed \$3500**

### II. Acceptance of Amendment

This Amendment to the previous Contract, is bound by the original **General Terms and Conditions**, and any other attachments to the original Contract, and becomes part of the final and complete agreement between you and us. Execution of this Amendment signifies that each party has read this document and the previous Agreement thoroughly, has had any questions explained by independent counsel and is satisfied. This Amendment becomes binding when signed by both you and us.

IN WITNESS WHEREOF, the parties hereto have made and executed this **CONTRACT** on this 2 day of July, 2018.

City of Belleville

\_\_\_\_\_  
**Eric Schauster**  
Assistant Director, Economic Development

**Address for giving notices:**  
101 South Illinois Street  
Belleville, IL 62220  
Tel. No. 618-233-6810  
E-Mail: [eschauster@belleville.net](mailto:eschauster@belleville.net)

THOUVENOT, WADE & MOERCHEN, INC.

\_\_\_\_\_  
**Nick Smock, P.E.**  
Project Manager

**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)



# **CONTRACT AGREEMENT FOR PROFESSIONAL SERVICES INDUSTRIAL SUBDIVISION DESIGN**



## **GENERAL**

This agreement is a legal and binding contract between two parties, **TWM Inc.**, and 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 scope of 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, **BELLE VALLEY III**, which we will refer to as simply the "**project**". As you have described it to us, this project involves the development of approximately 173± acres that will be subdivided as the Belle Valley III site located in Belleville, Illinois.

It is our understanding; the proposed subdivision may be broken into multiple phases of construction as financing for this project becomes available to the City. For the purposes of this engineering/surveying contract, we have assumed there will be two major phases to the project as shown in the aerial photo below, with a future phase to include design and construction of a road from Phase 1 to Illinois Route 13.

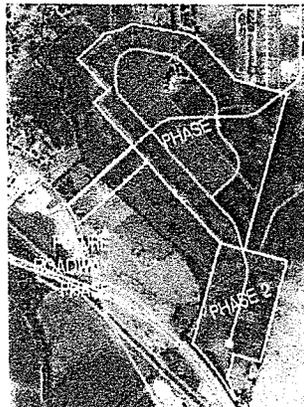
**Phase I** will be defined as the Northern portion of the project consisting of approximately forty (40) lots that will include the design of a 0.7 mile main access road from Illinois Route 13 to Tower Plaza Drive.

**Phase II** will be defined as the Southern portion of the project comprising approximately 12 lots. This portion of the project is located in a FEMA designated Flood Plain Zone that may inhibit its development as a subdivision. Also, while it is planned that this part of the development includes access to Illinois Route 15, this highway is an IDOT "controlled access" highway. Breaking this access may or may not be feasible. Also, access to Illinois Route 15 may be confined by IDOT to a location for which the City does not presently own the property.

Since the scope of services to complete the tasks necessary to address these Phase II issues are not clearly determinable at this time, and rather than provide a cost that may be unreasonable without defining this scope more accurately, we are proposing in this contract that Phase II improvement plans, final plat, construction staking, and construction phase services not be included in this contract. We do propose, however to provide the boundary survey, topographic survey, concept plans, and preliminary plat for Phase II. By structuring the contract this way, we will preclude the City from contracting for work that may not be needed if a flood study would indicate that portions of Phase II could not be developed.

**Future Roadway Phase** is defined as design of a roadway from the limits of Phase I to Illinois Route 13. Due to funding limitations, this portion of the project will not be included as part of this contract.

### **Phase Exhibit**



## A. SCOPE OF SERVICES - BASIC SERVICES

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

### 1.1. BOUNDARY SURVEY (FOR PHASES I AND II)

[Note: TWM, Inc. has already conducted a portion of the boundary survey work for this site when our firm developed sanitary sewer plans for this development on behalf of the City. Our work associated with this phase will involve additional survey work to finalize the boundary for the entire tract comprising this development.]

1. We will perform additional survey work to complete a boundary survey of the 173± acre project site located in Belleville, Illinois.
  - We will identify and locate visible corners of the boundary and measure distance and angles thereof, and set new iron rod markers where old corners cannot be identified.
2. The City shall provide us with a Certificate of Title for the property. We will then review the Schedule B exceptions included in the Title Report and locate those easements on the boundary survey.
3. We will provide a legal description of the property referenced to nearby local surveying monuments.

### 1.2. TOPOGRAPHIC SURVEY (FOR PHASES I AND II)

[Note: An aerial topographic survey for this property was undertaken in 2007. This aerial will be utilized to design the development. We will also need to conduct additional detailed topographic surveying of the roadways that will access the development to establish exact profile grades and identify the location of utilities marked by J.U.L.I.E. in these roadway areas. This will include topographic surveying at Illinois Route 13, and Tower Plaza Drive.

1. We will prepare a topographic survey of the 173± acre project site, utilizing existing aerial topographic data and field data. In addition, we will include in that survey some area adjacent to the project site, generally about 100 feet around the perimeter, but sufficient enough to help us determine conditions such as localized drainage features, access, and other possible impacts related to adjoining properties.
  - We will provide a U.S.G.S. Benchmark
  - We will review FEMA (Federal Emergency Management Agency) Flood Maps and Identify limits of the 100-year flood plain.
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, as well as those that are a matter of record in a title report provided by you.



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 your responsibility 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.

### **1.3. CONCEPT PLANS AND PRELIMINARY PLAT (FOR PHASES I AND II)**

1. We will prepare a maximum of three (3) concept plans of the 173± acre site for review with City staff and to assist in determining the optimum selected layout for the development.
2. We will prepare a Preliminary Plat for the entire proposed subdivision, including as part of that plat, a layout of lots closely following the concept plan you have agreed to, while assuring compliance with applicable code requirements governing lot dimensions and gross area.
3. We will include as part of that preliminary plat, a layout of streets within the subdivision, closely following the concept plan you have provided or agreed to, while assuring compliance with applicable code requirements governing width, material, slope, length, and curves.
4. We will also include as part of that preliminary plat, a layout of existing and proposed utility and drainage easements, preliminary locations of utility and drainage improvements and the location of detention facilities.
5. We will submit the preliminary plat to you for approval and acceptance.
6. Upon acceptance by the municipal authorities, we will submit copies of the preliminary plat to the appropriate utility providers (electric, natural gas, telephone, and cable TV) for their use in designing facilities for the development.
7. We will also submit the preliminary plat to the Illinois Historical Preservation Agency for review of archaeological and cultural sites.
8. We will submit the preliminary plat to the Illinois Department of Natural Resources for the Endangered Species Consultation.

### **1.4. IMPROVEMENT PLANS (PHASE I)**

We will prepare construction improvement plans for Phase I of the subdivision utilizing the Preliminary Plat approved by the municipal authorities. In doing so:

1. We will prepare street plan and profile drawings in accordance with the approved Preliminary Plat,
2. We will prepare a Hydrologic / Hydraulic Drainage Report and design the storm sewer system for the roadways and lots.
3. We will prepare a storm water and erosion control plan to be reviewed by the St. Clair County Soil and Water Conservation Service and the City.
4. We will prepare construction details including pavement, curb and gutter, inlets, manholes, sanitary sewer, and similar features typical of industrial subdivision plans.
5. We will design the sanitary sewer extension and prepare the IEPA sanitary sewer permit application (WPC PS-1, Schedule B, and Schedule P) to serve the subdivision.
6. We will design the water main extension and prepare the IEPA water main permit application (PWS – 43).
7. We will complete the engineering and design forms included in the Illinois American Water Developer's Packet.
8. We will prepare and submit applications on your behalf for St. Clair County Soil Conservation Land Use Review.
9. We will prepare and submit applications on your behalf for an NPDES NOI storm water permit.
10. We will prepare a storm water pollution prevention plan (SWPPP) to be submitted with the NPDES NOI permit.
11. We will prepare a FEMA Conditional Letter of Map Revision (CLOMR) for the proposed lots within Phase 1 currently located in the floodplain.
12. We will attend a reasonable number of meetings with you or on your behalf to coordinate the civil engineering design.

### **1.5. TRAFFIC STUDY (PHASE I)**

1. We will prepare a Traffic Study to Establish Current Year and Design Year Traffic Volumes for Freeburg Avenue (Illinois Route 13).
2. We will perform Traffic Counts at the proposed intersection and adjacent roadways.
3. We will perform a Traffic Signal Warrant Analysis.
4. We will prepare an Intersection Capacity Analysis to establish recommended lane configurations for the intersection.
5. We will determine intersection improvement recommendations based on adequate levels of service at each intersection.
6. We will coordinate with/submit to the Illinois Department of Transportation for review.

### **1.6. INTERSECTION DESIGN STUDY (PHASE I)**

1. We will complete a Topographical and R.O.W. Survey of the Proposed Intersection Project Limits
2. We will prepare an Intersection Design Study of the Subject Intersection Establishing the Proposed Horizontal and Vertical Geometrics, the Striping, Signing, Turning Lane, and Entrance Configurations, and Including a Capacity Analysis to Determine the Best Overall Intersection Configuration and Traffic Signal Phasing Plan Providing the Least Amount of User Delay (if traffic signals are warranted) at the intersection with Freeburg Avenue.
3. We will coordinate with/submit to the Illinois Department of Transportation for review.

### **1.7. FINAL PLAT (PHASE I)**

[Note: We understand that the City may elect to final plat Phase I in multiple phases. The contract price we are providing for final platting is for a single plat. Additional plats may be provided at a similar price per plat]

We will prepare one (1) Final Plat for Phase I of the subdivision. In doing so:

1. We will submit the required number of copies of the Final Plat to the City in order to secure their approval and signature.
2. We will verify or stake property corners. Property corner staking consists of placing a stake and pipe at the property corners of all the lots. Our price is based upon us staking all lot corners at the same time for the first phase of the development. Therefore, any request for individual lot stakeout must come with your approval and will be to you as additional services and as an additional cost to this Contract.

## **B. CONSTRUCTION PHASE SERVICES**

### **1.8. PREPARATION OF CONSTRUCTION BIDDING DOCUMENTS FOR CITY TO BID PROJECT CONSTRUCTION (PHASE I)**

[Note: If the City elects to bid the Phase I project for construction in multiple phases, we are providing a contract price for preparing Construction Bidding documents one time. If multiple phases are bid, these subsequent documents will be provided at 75% of the initial cost per phase.]

1. Compile construction documents for bidding of the particular project phase.
2. Prepare written specifications for bidding of the work associated with the project.
3. Prepare bid schedule for the construction items to enable evaluation of bidder's proposals.
4. Prepare an opinion of probable construction cost for the phase to be bid.
5. Advertise the phase for bidding (City to pay for publication of advertisement)
6. Prepare addenda if required.
7. Prepare Bid Tabulation for the Project.
8. Assist the City in evaluation of the Bids.
9. Prepare a Contract Agreement between the Contractor and City for execution.
10. Review shop drawings submitted by the Contractor
11. Review Pay Requests submitted by the Contractor
12. Prepare Change Orders

### **1.9. CONSTRUCTION STAKING (PHASE I)**

We will perform construction staking for Phase I of the development. It is important to note that we agree to place each construction stake only one time for the price we have quoted you in this contract. Any time required to re-stake

structures, piping, curb and gutters, streets, or other features, because previously placed stakes were damaged or destroyed by vandals, or by contractor or sub-contractor negligence, or for any other reason, will be invoiced to you as additional services and as an additional cost to this Contract. With that understanding:

1. We will stake the street centerline grades for preliminary grading. Preliminary grade staking consists of providing a grade stake every fifty (50) linear feet in the centerline of the proposed streets and providing a maximum of three (3) grade stakes per lot.
2. We will stake all storm sewer inlets and storm water detention ponds. Storm sewer inlet staking consists of providing one (1) centerline structure stake and two (2) offset stakes with elevation hubs showing the cut or fill required for the invert elevation. All ends of culvert pipes or outlet pipes from the storm sewer system will be staked with one (1) stake at the pipe outfall with a cut or fill stake and one (1) offset stake with the cut or fill. Detention basin staking will consist of staking the detention basin (or detention basin improvements). A centerline structure stake and an end of pipe stake at the outlet will be provided. Up to ten (10) detention basin grade stakes will be provided at your discretion and direction.
3. We will stake all sanitary sewer manholes and sewer lines. Sanitary sewer staking consists of providing one (1) centerline structure stake and one (1) offset stake per manhole, with elevation hub showing the cut or fill required for the invert elevation.
4. We will stake the final curb and gutter offset stakes. Final curb and gutter offset stakes consist of two (2) foot offset curb stakes (unless other offset distance is requested prior to staking) with an elevation hub showing the cut or fill to the proposed top of curb elevation. In curves, top of curb stakes with elevation hubs will be set every twenty-five (25) feet.
5. We will indicate the approximate location of property lines for the installation of utilities by placing a temporary painted mark on the street curb at the approximate location of each lot line. These markings are intended to aid various utility companies in the installation of above ground utility equipment, but should not be considered as surveyed marks. All utilities will be required to utilize the marked locations. Any additional locations for each individual utility or additional staking required by utilities will be invoiced to you as additional services and as an additional cost to this Contract.

**1.10. RECORD DRAWINGS (PHASE I)**

Following the installation of planned improvements, we will prepare one set of Record Drawings for the first phase of the subdivision. In doing so:

1. We will collect field survey data for the top and flow line elevations of all installed sanitary sewer manholes, and for the distances between the manholes.
2. We will illustrate those sanitary sewer manholes, sewer mains and service connections on the Record Drawings, utilizing information provided by your contractor. As such, record drawings illustrate the contractor's data, not necessarily "as-built" conditions. We are not responsible for assuring the accuracy of contractor data, nor are we responsible for obtaining any field data, beyond that specifically described herein, in preparing Record Drawings.
3. We will then submit the Record Drawings to the appropriate municipal authorities.
4. We will survey the placement of fill on the Phase 1 lots included in the CLOMR and prepare the FEMA Letter of Map Revision (LOMR) after construction is completed.

**C. HOURLY CONSTRUCTION PHASE SERVICES**

**1.11. ADD-ON HOURLY CONSTRUCTION PHASE SERVICES**

[NOTE: Since some 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 accurate method 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 1st of each year.

Client should indicate which construction phase services are to be contracted with TWM, Inc. by marking the appropriate box. These items will be invoiced on an hourly fee basis.

- |    |   |  |
|----|---|--|
| 1. | Y <input type="checkbox"/> N <input type="checkbox"/> | TWM shall provide periodic construction observation services for Phase I of the project.                           |
| 2. | Y <input type="checkbox"/> N <input type="checkbox"/> | TWM shall conduct "pot-holing" to locate underground utilities.  |
| 3. | Y <input type="checkbox"/> N <input type="checkbox"/> | TWM shall coordinate with utility companies regarding the relocation of existing utilities and utility structures. |

- 4. Y   N TWM shall prepare an electronic data file of the proposed grading plan providing your contractor with a surface model and /or road model for use in GPS guided construction grading equipment.
- 5. Y   N TWM shall provided construction observation for the installation of the water main in accordance with Illinois American Water Company requirements, including surveying the installation of the tees, hydrants, and valves, completing as-built record drawings, preparing IAWC developer package construction forms for the contractor and developer. [Required by IAWC]

**D. 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. We intend to begin boundary and topographic work upon receipt of an executed contract. Through this Contract you acknowledge that, as well as your understanding that municipalities and regulatory agencies may also require subsequent revision to the plans.

**E. FEES FOR SERVICES**

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

<b>A SCOPE OF SERVICES - BASIC SERVICES</b>		
<b>1.1</b>	<b>BOUNDARY SURVEYING SERVICES</b>	<b>\$6,000.00</b>
<b>1.2</b>	<b>TOPOGRAPHIC SURVEYING SERVICES</b>	<b>\$9,000.00</b>
<b>1.3</b>	<b>CONCEPT PLANS &amp; PRELIMINARY PLAT</b>	<b>\$10,000.00</b>
<b>1.4</b>	<b>IMPROVEMENT PLANS</b>	<b>\$30,000.00</b>
<b>1.5</b>	<b>TRAFFIC STUDY (IL. 13 AND SOUTH ENTRANCE)</b>	<b>\$10,000.00</b>
<b>1.6</b>	<b>INTERSECTION DESIGN STUDY</b>	<b>\$13,000.00</b>
<b>1.9</b>	<b>FINAL PLAT</b>	<b>\$5,000.00</b>
<b>BASIC SERVICES – SUB-TOTAL</b>		<b>\$83,000.00</b>
<b>B CONSTRUCTION PHASE SERVICES</b>		
<b>1.10</b>	<b>PREPARATION OF CONSTRUCTION BIDDING DOCUMENTS</b>	<b>\$5,000.00</b>
<b>1.11</b>	<b>CONSTRUCTION STAKING SERVICES</b>	<b>\$10,000.00</b>
<b>1.12</b>	<b>RECORD DRAWINGS</b>	<b>\$5,000.00</b>
<b>CONSTRUCTION PHASE SERVICES – SUB-TOTAL</b>		<b>\$20,000.00</b>
<b>C HOURLY CONSTRUCTION PHASE SERVICES FOR ILLINOIS AMERICAN WATER MAIN</b>		
<b>1.13</b>	<b>HOURLY CONSTRUCTION PHASE SERVICES FOR IAWC WATER MAIN CONSTRUCTION INPSECTION ONLY</b>	<b>\$4,000.00</b>
<b>HOURLY CONSTRUCTION PHASE SERVICES</b>		<b>\$4,000.00</b>
<b>TOTAL COST</b>		<b>\$107,000.00</b>

**Reimbursable Costs** - You also agree to reimburse us for outside services, such as sub consultant services, delivery services, express mail, or the printing and production of plan documents, at our actual cost plus 15%.

## **F. 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 requested in the following manner:

- A. For all services, we will bill you monthly for a percentage of the lump sum fee based upon our estimate of the percentage of services we have provided to date.
- B. 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.
- C. 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, plats 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 cannot 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.

## **G. INFORMATION WE NEED FROM YOU**

We need you to provide to us with some specific information so we can perform our Scope of Services. That includes:

1. 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.
2. Any additional information available to you or to your consultants or contractors that might be applicable, necessary or helpful to us in performing our Scope of Services.

## **H. 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.

## **I. 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 environmental assessment.

2. Investigating or performing any archeological (Phase I, II, or III) study that might be required by the Illinois Historic Preservation Agency.
3. Designing any irrigation system.
4. Designing any site lighting plan.
5. Performing any water main testing including domestic or fire flow, pressure, or bacteriological testing.

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.

## **J. 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.

## **K. 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.

## **L. 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.

## **M. 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. This Contract does not provide for any design of fire pumps, fire flow testing, or off-site water main. The contract and our pricing assume that the closest available water main is located immediately adjacent to the site and is adequate in pressure and capacity to provide service to this development.
3. This Contract does not provide for the design of any off-site sanitary sewer, or capacity studies of the downstream sanitary sewer system. The contract and our pricing assume that the closest available sanitary sewer is located immediately adjacent to the site and is adequate in capacity and elevation to supply gravity flow sanitary sewer service to the facility.
4. This Contract does not provide for the design of private utilities including, but not necessarily limited to, natural gas, electric, cable TV, and telephone. The contract and our pricing assume that the design of said utilities will be undertaken by the respective utility companies.
5. The fees we have quoted for Construction Staking Services assume you will organize and coordination your requests for staking so that our survey crews are able to provide a minimum of four (4) hours of staking services with each trip to the job site. If you regularly request that we provide staking for less than this four hour minimum, we will incur additional travel time between our office and the job site, the cost of which has not been included in our fee. We may therefore invoice you for these as additional services and as an additional cost to this Contract.
6. As noted earlier, any time required to re-stake structures, piping, curb and gutters, streets, or other features, because previously placed stakes were damaged or destroyed by vandals, or by contractor or sub-contractor negligence, or for any other reason, will be invoiced to you as additional services and as an additional cost to this Contract.
7. In order to insure that you are aware of requests for restaking, and in order to make sure that you are approving the additional costs for that staking, all requests from your selected General Contractor or Sub-Contractors for construction staking services should be routed through you to us
8. 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.
9. 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.
10. 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.
11. 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.
12. When we submit any plans, plats or documents to the reviewing municipality, we do so in accordance with their codes and regulations, unless you are seeking a variance or unless you are attempting some other relief from the enforcement of those codes. Municipalities may or may not grant such relief. They may also impose additional demands upon the project and plans, some of which may be arbitrary or discretionary and therefore not clearly defined or discernible in the codes. Therefore, following your approval and the subsequent submission of any plans or plats to the reviewing municipal authorities, any revisions required by the municipality that in our opinion require significant change and are not prompted by our error or omission, may be invoiced to you as additional services and as an additional cost to this Contract.
13. 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, sub-consultants, 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.
14. 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.

**N. 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**
- ATTACHMENT II:       SCHEDULE OF INSURANCE**
- ATTACHMENT III:      SCHEDULE OF FEES**

**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 August, 2013.

**CITY OF BELLEVILLE**

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

\_\_\_\_\_  
**MAYOR MARK ECKERT**  
Mayor, City of Belleville

\_\_\_\_\_  
**Paul K. Homann, P.E.**  
Senior Vice-President

**Address for giving notices:**  
101 South Illinois Street  
Belleville, Illinois 62220  
Tel. No. 618 233-6518  
Fax No. 618 233-6779

**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 day's 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.

**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 cannot 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 cannot 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 cannot 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.

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**ATTACHMENT II – SCHEDULE OF INSURANCE**

The following reflects TWM Inc.'s Insurance Coverage and Limits in effect as of April 1, 2013.

**General Liability Insurance - The Hartford Insurance Company**

- **Commercial General Liability Insurance** - on a broad-form occurrence basis with limits of \$1,000,000 per each occurrence and \$2,000,000 in the general aggregate.
- **Contractual Liability**
- **Cross Liability**

**Automobile Liability Insurance - The Hartford Insurance Company**

- **Automobile Liability Insurance** - personal injury and property damage with combined single limits (each accident) of \$1,000,000.

**Excess / Umbrella Liability - The Hartford Insurance Company**

- **Excess / Umbrella Liability** – on a broad-form occurrence basis with limits of \$5,000,000 per occurrence and in the aggregate.

**Worker's Compensation Insurance - The Hartford Insurance Company / USL & H – All States**

- **Worker's Compensation Insurance** – as required by statute, including Employers' Liability, with limits of:
  - \$1,000,000 each accident
  - \$1,000,000 disease – each employee
  - \$1,000,000 disease – policy limit

**Professional Liability Practice Policy – Atlantic Specialty Insurance Company (OneBeacon)**

- **Professional Liability Practice Policy** – with limits of \$1,000,000 per claim and \$2,000,000 in the annual aggregate.

ATTACHMENT III – SCHEDULE OF FEES

Principal	\$148.00
Project Engineer V	\$140.00
Project Engineer IV	\$132.00
Project Engineer III	\$109.00
Project Engineer II	\$103.00
Project Engineer	\$95.00
Project Manager	\$126.00
Project Manager	\$114.00
Project Manager II	\$103.00
Project Manager	\$84.00
Data Systems	\$85.00
Senior Planner	\$114.00
Structural Engineer V	\$143.00
Structural Engineer IV	\$132.00
Structural Engineer III	\$110.00
Structural Engineer II	\$107.00
Structural Engineer	\$104.00
Survey Crew (3 man crew)	\$204.00
Survey Crew (2 man crew)	\$157.00
Survey Crew (2 man crew /Robotics or GPS)	\$172.00
Survey Crew (1 man w/Robotics or GPS)	\$123.00
Engineer	\$84.00
Engineer	\$81.00
Engineer	\$76.00
Surveyor IV	\$114.00
Surveyor III	\$103.00
Surveyor	\$91.00
Surveyor I	\$78.00
Management Construction Engineering Services	\$103.00
Construction Observation (Non-Professional Engineer)	\$85.00
Technician V	\$78.00
Technician IV	\$72.00
Technician III	\$65.00
Technician II	\$62.00
Technician I	\$56.00
Senior Electrical Designer	\$102.00
Senior Transportation Designer	\$102.00
Cad Manager	\$85.00
Cad Designer III	\$78.00
Cad Designer II	\$70.00
Cad Designer I	\$62.00
Accountant II	\$88.00
Accountant I	\$64.00
Word Processing	\$57.00
Air & Vacuum Testing 2 Technicians w/ Equipment	\$170.00
Live Sewer Testing	\$219.00
Mandrel Testing 2 Technicians w/ Equipment	\$157.00
Live Sewer Testing	\$206.00
Video Testing 1 Technician w/ Equipment	\$183.00
2 Technicians w/Equipment	\$246.00
Outside Services (Consultants, Delivery Service, Express Mail, etc.)	At Cost plus 15%
Commercial Travel, Meals, Lodging & Other Expenses	At Cost
4 X 4 Polaris (per Day)	\$60.00
Travel (Non local) per Mile at current GSA rate	

# ZONING BOARD OF APPEALS, CITY OF BELLEVILLE, ILLINOIS

## ADVISORY REPORT

Application for Amendment: Sikorski Signs/Tim Miesner (Raymond James)

Application Filed: 5/24/18

### 30-JUN-18 – Sikorski Signs/Tim Miesner (Raymond James)

A request for a Sign Installation Permit in the Area of Special Control for signage at 23 Public Square (Parcel Number: 08-21.0-439-026) located in a "C-2" Heavy Commercial District. (Applicable sections of the Zoning Code: 155.052, 155.053) Ward 2

Present Zoning: "C-2" Heavy Commercial District.

Meeting Held: 6/28/18

Publication in News Democrat: 6/13/18

Supporters: None

Objectors: None

Additional public comments: None

Aldermen Present: Jane Pusa, Ward 2  
Kent Randle, Ward 3

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.

**30-JUN18: A motion was made by Don Rockwell to APPROVE. It was seconded by Tim Price. All members present voted in the affirmative. The motion carried 4-0.**

**IT IS THEREFORE the recommendation of the Zoning Board of Appeals that the requested Sign Installation Permit be GRANTED BY A UNANIMOUS VOTE OF ALL MEMBERS PRESENT.**

Director

*agm 7.9.18*

Date

# ZONING BOARD OF APPEALS, CITY OF BELLEVILLE, ILLINOIS

## ADVISORY REPORT

Application for Amendment: Arthur and Jane Nirscher

Application Filed: 05/17/18

### **31-JUN18 - Arthur and Janice Nirscher -**

A request for an Area/Bulk Variance to establish an open air carport in the front yard at 1617 Foster Drive (Parcel Number: 08-17.0-215-005) located in an "A-1" Single-Family Residence District. (Applicable sections of the Zoning Code: 162.036, 162.570) Ward 3

Present Zoning: "A-1" Single-Family Residence District

Meeting Held: 06/28/18

Publication in News Democrat: 06/13/18

Supporters: None

Objectors: None

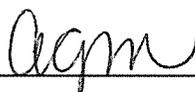
Additional public comments: None

Aldermen Present: Jane Pusa, Ward 2  
Kent Randle, Ward 3

- A. Witnesses having been sworn, evidence presented and the Board fully advised in the premises, the Board has considered the following:
- B. Whether the proposed variance is consistent with the general purposes of this Code and
- C. Whether the strict application of the district requirements would result in great practical difficulties of hardship to the applicant, and present a reasonable return on the property; and
- D. Whether the proposed variance is the minimum deviation from such requirements that will alleviate the difficulties/hardship, and allow a reasonable return on the property; and
- E. Whether the plight of the applicant is due to peculiar circumstances not of his own making; and
- F. Whether the peculiar circumstances engendering the variance request are applicable to other property with the district, and therefore, that a variance would be a more appropriate remedy than an amendment ( rezoning);and
- G. Whether the variance, if granted, will alter the essential character of the area where the premises in question are located or materially frustrate implementation of this municipality comprehensive plan.

**31-JUN18: A motion was made by Tim Price to APPROVE. It was seconded by Mitoshia Scott. All members present voted in the affirmative. The motion carried 4-0.**

**IT IS THEREFORE the recommendation of the Zoning Board of Appeals that the requested Area/Bulk Variance be GRANTED BY A UNANIMOUS VOTE OF ALL MEMBERS PRESENT.**

  
\_\_\_\_\_  
Director

7.9.18  
\_\_\_\_\_  
Date

# ZONING BOARD OF APPEALS, CITY OF BELLEVILLE, ILLINOIS

## ADVISORY REPORT

Application for Amendment: Christi Robertson  
Application Filed: 05/25/18

### 32-JUN18 - Christi Robertson -

A request for a Special Use Permit for a Liquor License at 223 - 225 North Illinois Street (C and C Food for Your Soul) (Parcel Number: 08-21.0-427-016) located in a "C-2" Heavy Commercial District. (Applicable sections of the Zoning Code: 162.248, 162.515) Ward 2

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

Meeting Held: 06/28/18

Publication in News Democrat: 06/13/18

Supporters: None

Objectors: None

Additional public comments: None

Aldermen Present: Jane Pusa, Ward 2  
Kent Randle, Ward 3

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

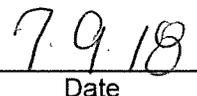
- A. *the proposed design, location, and manner of operation of the proposed special use will adequately protect the public health, safety, and welfare, and the physical environment;*
- B. *the proposed special use is consistent with this municipality's comprehensive plan;*
- C. *the proposed special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

**32 JUN -18: A motion was made by Mitoshia Scott to APPROVE the request in the name of the applicant only. It was seconded by Tim Price. All members present voted in the affirmative. The motion carried 4-0.**

**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.**



Director

  
Date

# ZONING BOARD OF APPEALS, CITY OF BELLEVILLE, ILLINOIS

## ADVISORY REPORT

Application for Amendment: The BASIC Initiative

Application Filed: 5/29/18

### 33-JUN-18 – The BASIC Initiative

A request for a Sign Installation Permit in the Area of Special Control for signage at 227 East Main (Parcel Number: 08-22.0-334-038) located in a "C-2" Heavy Commercial District. (Applicable sections of the Zoning Code: 155.052, 155.053) Ward 2

Present Zoning: "C-2" Heavy Commercial District.

Meeting Held: 6/28/18

Publication in News Democrat: 6/13/18

Supporters: None

Objectors: None

Additional public comments: None

Aldermen Present: Jane Pusa, Ward 2  
Kent Randle, Ward 3

*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.*

**33-JUN-18: A motion was made by Don Rockwell to APPROVE. It was seconded by Tim Price. All members present voted in the affirmative. The motion carried 4-0.**

**IT IS THEREFORE the recommendation of the Zoning Board of Appeals that the requested Sign Installation Permit be GRANTED BY A UNANIMOUS VOTE OF ALL MEMBERS PRESENT.**

\_\_\_\_\_  
Director

7.9.18  
\_\_\_\_\_  
Date

# ZONING BOARD OF APPEALS, CITY OF BELLEVILLE, ILLINOIS

## ADVISORY REPORT

Application for Amendment: Susan Dyer  
Application Filed: 06/06/18

### 35-JUN18 - Susan Dyer -

A request for a Use Variance to allow the retail sale of general merchandise at 2801 West Main Street (Parcel Number: 08-20.0-200-001) located in a "C-1" Light Commercial District. (Applicable sections of the Zoning Code: 162.232, 162.233, 162.570) Ward 3

Present Zoning: "C-1" Light Commercial Zoning District

Meeting Held: 06/28/18

Publication in News Democrat: 06/13/18

Supporters: None

Objectors: David Buckley

Additional public comments: None

Aldermen Present: Jane Pusa, Ward 2  
Kent Randle, Ward 3

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

- A. Whether the proposed variance is consistent with the general purposes of this Code and
- B. Whether the strict application of the district requirements would result in great practical difficulties of hardship to the applicant, and present a reasonable return on the property; and
- C. Whether the proposed variance is the minimum deviation from such requirements that will alleviate the difficulties/hardship, and allow a reasonable return on the property; and
- D. Whether the plight of the applicant is due to peculiar circumstances not of his making; and
- E. Whether the peculiar circumstances engendering the variance request are applicable to the other property with the district, and therefore, that variance would be a more appropriate remedy than an amendment(rezoning); and
- F. Whether the variance, if granted, will alter the essential character of the area where the premises in question are located or materially frustrate implementation of this municipality comprehensive plan.

**35 JUN -18: A motion was made by Don Rockwell to APPROVE the request. It was seconded by Mitoshia Scott. All members present voted in the affirmative. The motion carried 4-0.**

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

  
\_\_\_\_\_  
Director

7-9-18  
\_\_\_\_\_  
Date

# ZONING BOARD OF APPEALS, CITY OF BELLEVILLE, ILLINOIS

## ADVISORY REPORT

Application for Amendment: Susan Dyer  
Application Filed: 06/06/18

### **36-JUN18 - Susan Dyer -**

A request for a Use Variance to allow the retail sale of secondhand goods at 2801 West Main Street (Parcel Number: 08-20.0-200-001) located in a "C-1" Light Commercial District. (Applicable sections of the Zoning Code: 113.001, 162.570) Ward 3

Present Zoning: "C-1" Light Commercial Zoning District

Meeting Held: 06/28/18

Publication in News Democrat: 06/13/18

Supporters: None

Objectors: David Buckley

Additional public comments: None

Aldermen Present: Jane Pusa, Ward 2  
Kent Randle, Ward 3

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

- A. *Whether the proposed variance is consistent with the general purposes of this Code and*
- B. *Whether the strict application of the district requirements would result in great practical difficulties of hardship to the applicant, and present a reasonable return on the property; and*
- C. *Whether the proposed variance is the minimum deviation from such requirements that will alleviate the difficulties/hardship, and allow a reasonable return on the property; and*
- D. *Whether the plight of the applicant is due to peculiar circumstances not of his making; and*
- E. *Whether the peculiar circumstances engendering the variance request are applicable to the other property with the district, and therefore, that variance would be a more appropriate remedy than an amendment(rezoning); and*
- F. *Whether the variance, if granted, will alter the essential character of the area where the premises in question are located or materially frustrate implementation of this municipality comprehensive plan.*

**36 JUN -18: A motion was made by Don Rockwell to APPROVE the request. It was seconded by Tim Price. All members present voted in the affirmative. The motion carried 4-0.**

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

 7 9 18

Director

Date

# ZONING BOARD OF APPEALS, CITY OF BELLEVILLE, ILLINOIS

## ADVISORY REPORT

Application for Amendment: Susan Dyer  
Application Filed: 06/06/18

### 37-JUN18 - Susan Dyer -

A request for a Use Variance to allow arcade entertainment at 2801 West Main Street (Parcel Number: 08-20.0-200-001) located in a "C-1" Light Commercial District. (Applicable sections of the Zoning Code: 162.232, 162.233, 162.570) Ward 3

Present Zoning: "C-1" Light Commercial Zoning District

Meeting Held: 06/28/18

Publication in News Democrat: 06/13/18

Supporters: None

Objectors: David Buckley

Additional public comments: None

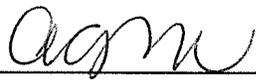
Aldermen Present: Jane Pusa, Ward 2  
Kent Randle, Ward 3

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

- A. Whether the proposed variance is consistent with the general purposes of this Code and
- B. Whether the strict application of the district requirements would result in great practical difficulties of hardship to the applicant, and present a reasonable return on the property; and
- C. Whether the proposed variance is the minimum deviation from such requirements that will alleviate the difficulties/hardship, and allow a reasonable return on the property; and
- D. Whether the plight of the applicant is due to peculiar circumstances not of his making; and
- E. Whether the peculiar circumstances engendering the variance request are applicable to the other property with the district, and therefore, that variance would be a more appropriate remedy than an amendment(rezoning); and
- F. Whether the variance, if granted, will alter the essential character of the area where the premises in question are located or materially frustrate implementation of this municipality comprehensive plan.

**37 JUN -18: A motion was made by Tim Price to APPROVE the request. It was seconded by Don Rockwell. All members present voted in the affirmative. The motion carried 4-0.**

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

 7-9-18

Director

Date

**A02049284**

STATE OF ILLINOIS  
ST. CLAIR COUNTY  
BELLEVILLE IL 62220

**07 JUN 15 AM 10:32**

*Michel T. Battista*

**RECORDER**

DATE: June 15, 2007

BROOK TAYLOR ESTATES

BEING A SUB OF PT OF THE NORTH ½ OF SEC. 30, T1N, R8W OF THE 3<sup>RD</sup> P.M., ST. CLAIR  
COUNTY, IL.

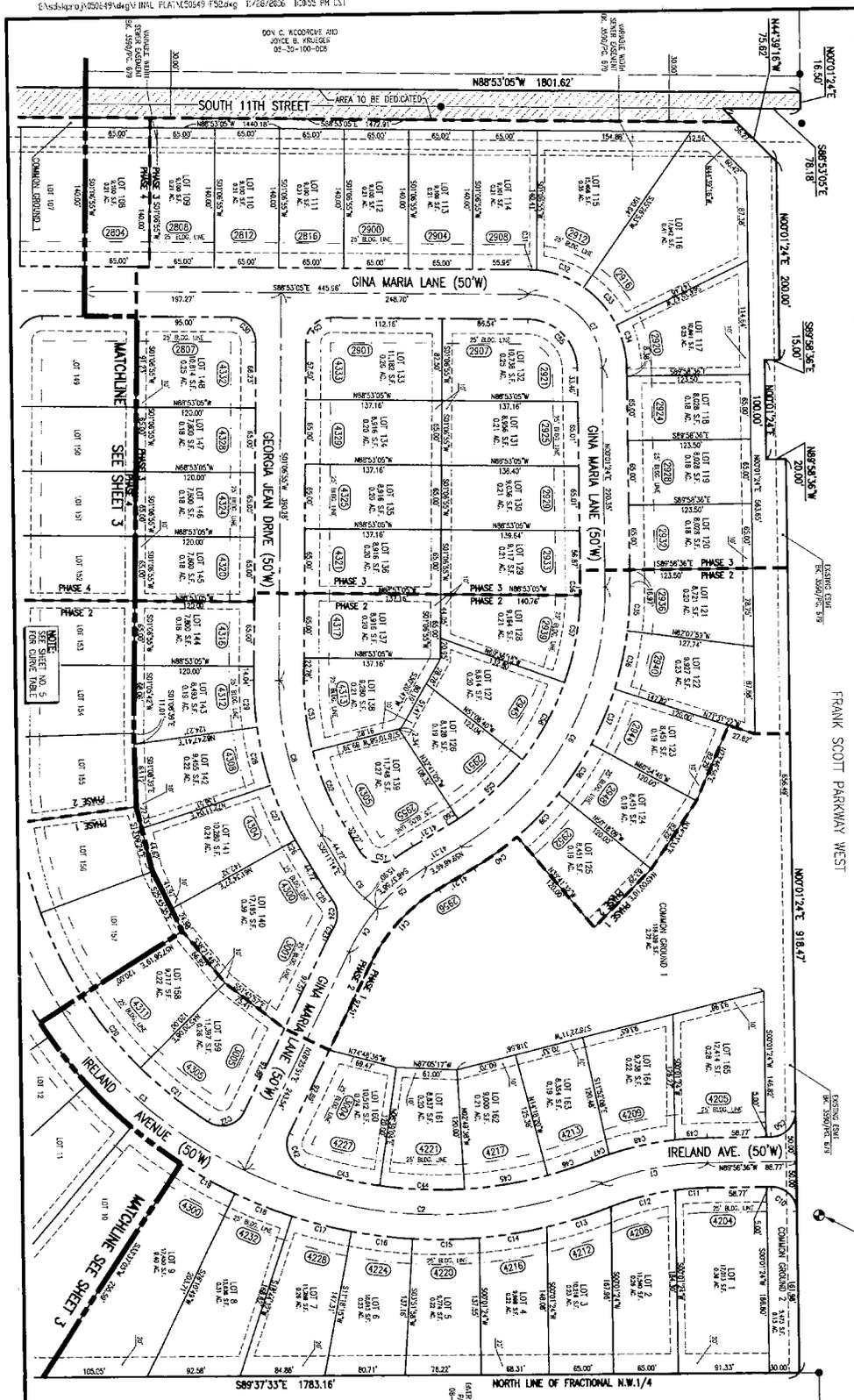
ATTACHMENTS: NONE

PAID: 103.00

**State Imposed  
Surcharge  
Rental Housing surcharge: \$10.00**

RETURN TO: THOUVENOT, WADE AND MOERCHEN  
939-5050

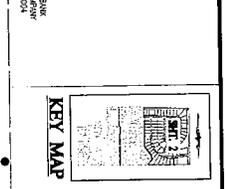




THIS PLAN IS PREPARED FOR THE RECORD BY THE ENGINEER AND SURVEYOR AND IS NOT TO BE USED FOR ANY OTHER PURPOSE WITHOUT THE WRITTEN CONSENT OF THE ENGINEER AND SURVEYOR. A TRUE COPY OF THIS PLAN IS ON FILE IN THE OFFICE OF THE CLERK OF THE RECORDS AND MAY BE VIEWED AT THE RECORDS OFFICE.

**PROJECT BENCHMARK ELEV. 544.82**

WEST POINT BANK AND TRUST COMPANY  
 1111 S. WASHINGTON ST.  
 ST. LOUIS, MO 63102  
 (314) 241-2100



93.24 AC OF LAND IN THE  
 3RD CLAIR COUNTY, ILLINOIS  
 FIELD FOR RECORD  
 1. 1/2 OF SECTION 30,  
 TOWNSHIP 1 NORTH, RANGE 8 WEST OF THE 3RD PRINCIPAL MERIDIAN  
 ST. CLAIR COUNTY, ILLINOIS

*Zachary S. Spalding*

KENNETH A. ROBERT  
 1111 S. WASHINGTON ST.  
 ST. LOUIS, MO 63102  
 (314) 241-2100

**Final Plat For**  
**BROOK TAYLOR ESTATES**

BEING A SUBDIVISION OF PART OF THE NORTH 1/2 OF SECTION 30,  
 TOWNSHIP 1 NORTH, RANGE 8 WEST OF THE 3RD PRINCIPAL MERIDIAN  
 ST. CLAIR COUNTY, ILLINOIS

ADJACENT RECORDS  
 80-25-023-009  
 80-25-023-008

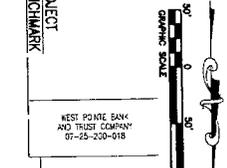
WEST POINT BANK AND TRUST COMPANY  
 1111 S. WASHINGTON ST.  
 ST. LOUIS, MO 63102  
 (314) 241-2100

WEST POINT BANK AND TRUST COMPANY  
 1111 S. WASHINGTON ST.  
 ST. LOUIS, MO 63102  
 (314) 241-2100

A02049284

WEST POINT BANK AND TRUST COMPANY  
 1111 S. WASHINGTON ST.  
 ST. LOUIS, MO 63102  
 (314) 241-2100

WEST POINT BANK AND TRUST COMPANY  
 1111 S. WASHINGTON ST.  
 ST. LOUIS, MO 63102  
 (314) 241-2100



REVISION	DATE	BY	DESCRIPTION
1	NOV 31 2006	WJ	FINAL PLAT
2			

**FINAL PLAT**  
**BROOK TAYLOR ESTATES**  
**BELLEVEILLE, ILLINOIS**

PROJECT  
 BEING A SUBDIVISION OF PART  
 OF THE NORTH 1/2 OF SECTION 30,  
 T. 1N, R. 8 W OF THE 3RD P.M.  
 ST. CLAIR COUNTY, ILLINOIS

THE ENGINEER AND SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE PROPERTY AND HAS FOUND THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT TO THE BEST OF HIS KNOWLEDGE AND BELIEF.

WEST POINT BANK AND TRUST COMPANY  
 1111 S. WASHINGTON ST.  
 ST. LOUIS, MO 63102  
 (314) 241-2100

**TWOVENOT, WADE & MOERCHEN, INC.**  
 ENGINEERS & SURVEYORS & PLANNERS

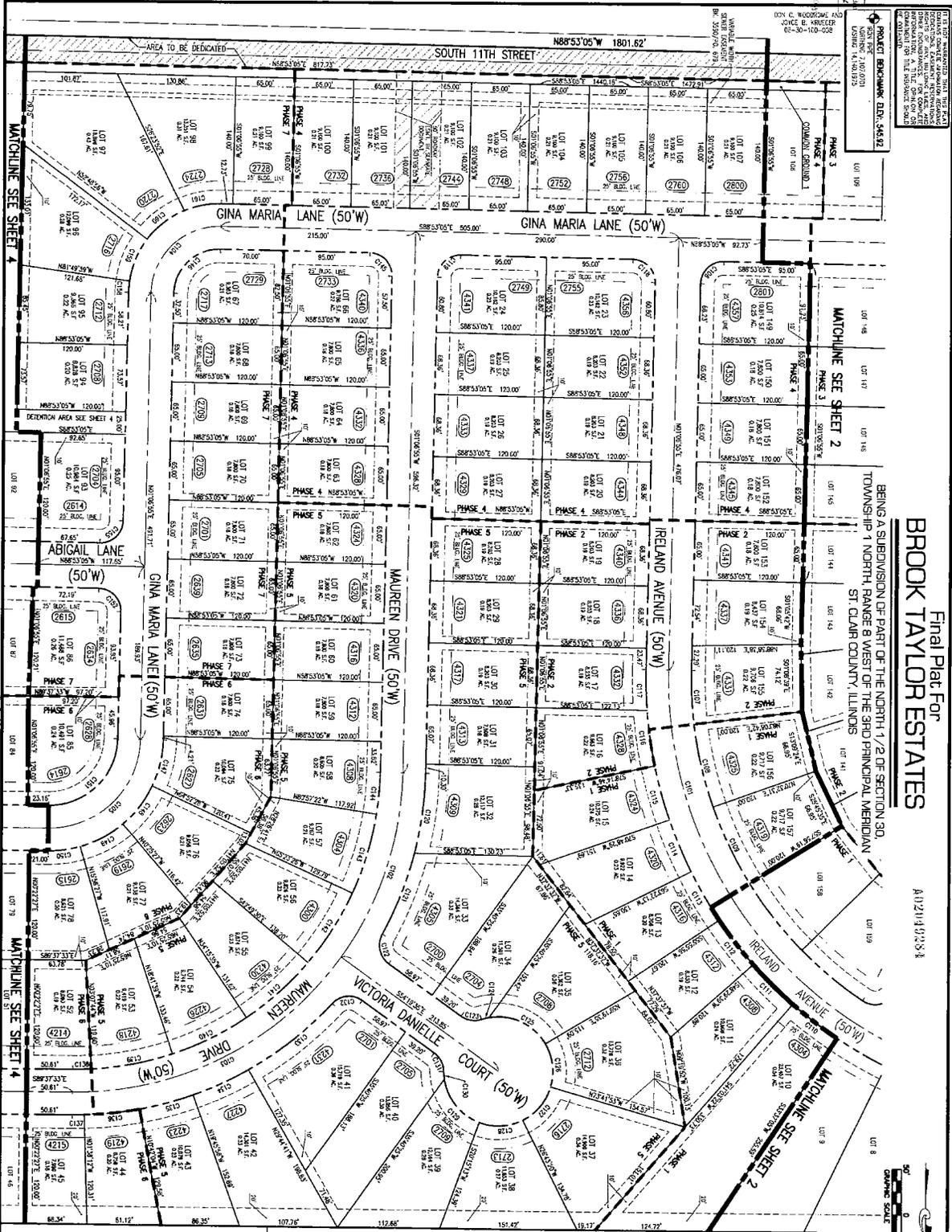
**TWM**

4440 OLD COCKSWEET RD.  
 SWANSEA, ILLINOIS 62226  
 TEL (618) 624-8888  
 FAX (618) 624-8888

ST. LOUIS OFFICE  
 1001 CHAS. HOFFER, SUITE 240  
 ST. LOUIS, MISSOURI 63102  
 TEL (314) 872-2154  
 FAX (314) 872-2154

ST. LOUIS OFFICE  
 1111 S. WASHINGTON ST.  
 ST. LOUIS, MISSOURI 63102  
 TEL (314) 241-2100  
 FAX (314) 241-2100

PROJECT BEGINNING DATE: 5/6/02  
 SOUTH 11TH STREET  
 GINA MARIA LANE (50'W)  
 MAUREEN DRIVE (50'W)  
 VICTORIA DANIELLE COURT (50'W)  
 IRELAND AVENUE (50'W)  
 ABIGAIL LANE (50'W)



**Final Plat For**  
**BROOK TAYLOR ESTATES**

A0211492583

BEING A SUBDIVISION OF PART OF THE NORTH 1/2 OF SECTION 30,  
 TOWNSHIP 1 NORTH, RANGE 8 WEST OF THE 3RD PRINCIPAL MERIDIAN,  
 ST. CLAIR COUNTY, ILLINOIS



INDICATED BY THE  
 PROJECTOR'S  
 DATE: 11-28-2006

THESE PLATS WERE PREPARED BY THE  
 PROFESSIONAL ENGINEER  
 REGISTERED IN THE STATE OF ILLINOIS  
 UNDER NO. 021-000-011

DATE: 11-28-2006

**FINAL PLAT**  
**BROOK TAYLOR ESTATES**  
**BELLEVIEW, ILLINOIS**

PROJECT: BEING A SUBDIVISION OF PART OF THE NORTH 1/2 OF SECTION 30,  
 T.1N., R.8 W. OF THE 3RD P.M.  
 ST. CLAIR COUNTY, ILLINOIS

NOTE: SEE SHEET NO. 3 FOR BOUNDARY LINES.

NO.	DATE	BY	REVISION
1	11-28-2006	W. J. BURNS	ISSUED FOR RECORD
2	11-28-2006	W. J. BURNS	REVISION
3	11-28-2006	W. J. BURNS	REVISION



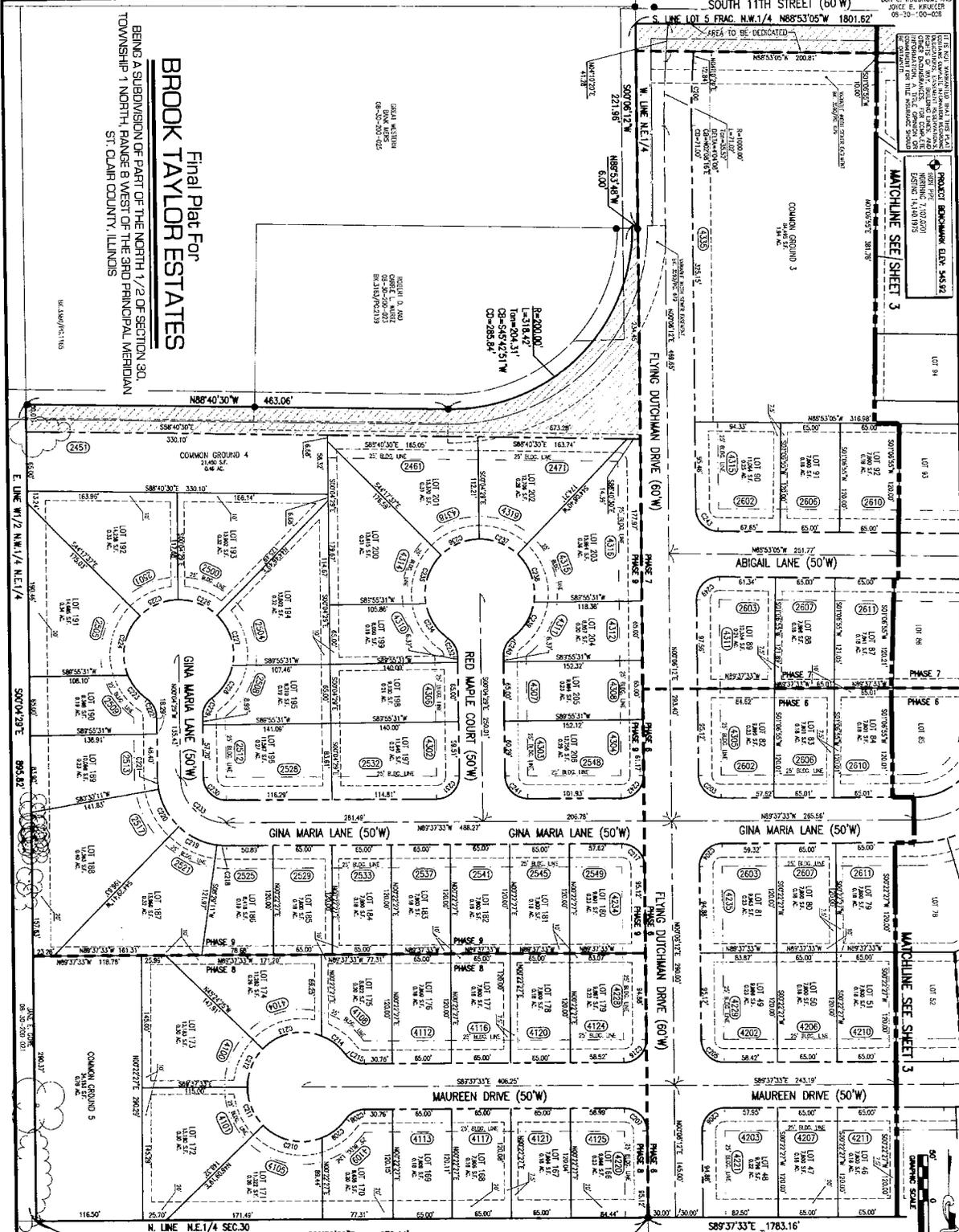
**THOUVENOT, MADE & MERCHEN, INC.**  
 113 SOUTH MAIN STREET  
 TULSA, OKLAHOMA 74103  
 TEL: (918) 438-9924  
 FAX: (918) 438-9924  
 WWW.TMMAINC.COM

PROFESSIONAL ENGINEER  
 REGISTERED IN THE STATE OF ILLINOIS  
 UNDER NO. 021-000-011

DATE: 11-28-2006

11/28/2006 2:57:54 PM CST

11/28/2006 2:57:54 PM CST



**KEY MAP**

**NOTE:** SEE SHEET NO. 5 FOR OWNER'S PLAN.

**OWNER:** TOWN OF BELLEVILLE, ILLINOIS

**PROJECT:** BEING A SUBDIVISION OF PART OF THE NORTH 1/2 OF SECTION 30, T. 1 N., R. 8 W. OF THE 3RD P.M. ST. CLAIR COUNTY, ILLINOIS

<p><b>TWOVENOT, WADE &amp; MOERCHEN, INC.</b> ENGINEERS &amp; SURVEYORS-PLANNERS</p>		<p><b>CHERRYPATE OFFICE</b> 4940 GLO DOWNSHIRE BL. SARASOTA, FLORIDA 34238 TEL: (941) 552-8888 FAX: (941) 552-8888</p>	<p><b>WATERLOO OFFICE</b> 1001 GARDEN ROAD, SUITE 200 ST. LOUIS, MISSOURI 63146 TEL: (314) 872-2154 FAX: (314) 872-2154</p>
<p><b>PROFESSIONAL SEAL</b> TWOVENOT, WADE &amp; MOERCHEN, INC. STATE OF ILLINOIS NO. 021-000-011</p>		<p><b>DATE:</b> NOV 21, 2006</p> <p><b>SCALE:</b> AS SHOWN</p> <p><b>PROJECT:</b> BEING A SUBDIVISION OF PART OF THE NORTH 1/2 OF SECTION 30, T. 1 N., R. 8 W. OF THE 3RD P.M. ST. CLAIR COUNTY, ILLINOIS</p>	

Final Plat For  
**BROOK TAYLOR ESTATES**  
 BEING A SUBDIVISION OF PART OF THE NORTH 1/2 OF SECTION 30,  
 TOWNSHIP 1 NORTH, RANGE 8 WEST OF THE 3RD PRINCIPAL MERIDIAN  
 ST. CLAIR COUNTY, ILLINOIS

AW2049284

STATE OF ILLINOIS  
 COUNTY OF ST. CLAIR  
 FILED FOR RECORD  
 6-15-07  
 Division No. **A2049284**  
*Patricia Spillner*

CURVE DATA FOR SHEET 2

CURVE	LENGTH	BEARING	DELTA	INCHES	CHORD BEARING	CHORD DIST.
C1	150.46	208.02	266.72	46.02	103.44	149.46
C2	103.29	149.02	171.36	30.83	68.22	99.05
C3	57.22	209.02	145.81	18.27	41.53	60.80
C4	66.32	208.02	138.24	12.42	28.53	41.95
C5	113.16	209.02	147.12	20.00	45.23	65.23
C6	162.00	208.02	146.00	28.00	63.00	91.00
C7	210.84	209.02	145.00	36.00	81.00	119.00
C8	259.68	208.02	144.00	44.00	99.00	147.00
C9	308.52	209.02	143.00	52.00	117.00	175.00
C10	357.36	208.02	142.00	60.00	135.00	203.00
C11	406.20	209.02	141.00	68.00	153.00	231.00
C12	455.04	208.02	140.00	76.00	171.00	259.00
C13	503.88	209.02	139.00	84.00	189.00	287.00
C14	552.72	208.02	138.00	92.00	207.00	315.00
C15	601.56	209.02	137.00	100.00	225.00	343.00
C16	650.40	208.02	136.00	108.00	243.00	371.00
C17	699.24	209.02	135.00	116.00	261.00	399.00
C18	748.08	208.02	134.00	124.00	279.00	427.00
C19	796.92	209.02	133.00	132.00	297.00	455.00
C20	845.76	208.02	132.00	140.00	315.00	483.00
C21	894.60	209.02	131.00	148.00	333.00	511.00
C22	943.44	208.02	130.00	156.00	351.00	539.00
C23	992.28	209.02	129.00	164.00	369.00	567.00
C24	1041.12	208.02	128.00	172.00	387.00	595.00
C25	1089.96	209.02	127.00	180.00	405.00	623.00
C26	1138.80	208.02	126.00	188.00	423.00	651.00
C27	1187.64	209.02	125.00	196.00	441.00	679.00
C28	1236.48	208.02	124.00	204.00	459.00	707.00
C29	1285.32	209.02	123.00	212.00	477.00	735.00
C30	1334.16	208.02	122.00	220.00	495.00	763.00
C31	1383.00	209.02	121.00	228.00	513.00	791.00
C32	1431.84	208.02	120.00	236.00	531.00	819.00
C33	1480.68	209.02	119.00	244.00	549.00	847.00
C34	1529.52	208.02	118.00	252.00	567.00	875.00
C35	1578.36	209.02	117.00	260.00	585.00	903.00
C36	1627.20	208.02	116.00	268.00	603.00	931.00
C37	1676.04	209.02	115.00	276.00	621.00	959.00
C38	1724.88	208.02	114.00	284.00	639.00	987.00
C39	1773.72	209.02	113.00	292.00	657.00	1015.00
C40	1822.56	208.02	112.00	300.00	675.00	1043.00
C41	1871.40	209.02	111.00	308.00	693.00	1071.00
C42	1920.24	208.02	110.00	316.00	711.00	1099.00
C43	1969.08	209.02	109.00	324.00	729.00	1127.00
C44	2017.92	208.02	108.00	332.00	747.00	1155.00
C45	2066.76	209.02	107.00	340.00	765.00	1183.00
C46	2115.60	208.02	106.00	348.00	783.00	1211.00
C47	2164.44	209.02	105.00	356.00	801.00	1239.00
C48	2213.28	208.02	104.00	364.00	819.00	1267.00
C49	2262.12	209.02	103.00	372.00	837.00	1295.00
C50	2310.96	208.02	102.00	380.00	855.00	1323.00
C51	2359.80	209.02	101.00	388.00	873.00	1351.00
C52	2408.64	208.02	100.00	396.00	891.00	1379.00
C53	2457.48	209.02	99.00	404.00	909.00	1407.00
C54	2506.32	208.02	98.00	412.00	927.00	1435.00
C55	2555.16	209.02	97.00	420.00	945.00	1463.00
C56	2604.00	208.02	96.00	428.00	963.00	1491.00
C57	2652.84	209.02	95.00	436.00	981.00	1519.00
C58	2701.68	208.02	94.00	444.00	999.00	1547.00
C59	2750.52	209.02	93.00	452.00	1017.00	1575.00
C60	2799.36	208.02	92.00	460.00	1035.00	1603.00
C61	2848.20	209.02	91.00	468.00	1053.00	1631.00
C62	2897.04	208.02	90.00	476.00	1071.00	1659.00
C63	2945.88	209.02	89.00	484.00	1089.00	1687.00
C64	2994.72	208.02	88.00	492.00	1107.00	1715.00
C65	3043.56	209.02	87.00	500.00	1125.00	1743.00
C66	3092.40	208.02	86.00	508.00	1143.00	1771.00
C67	3141.24	209.02	85.00	516.00	1161.00	1799.00
C68	3190.08	208.02	84.00	524.00	1179.00	1827.00
C69	3238.92	209.02	83.00	532.00	1197.00	1855.00
C70	3287.76	208.02	82.00	540.00	1215.00	1883.00
C71	3336.60	209.02	81.00	548.00	1233.00	1911.00
C72	3385.44	208.02	80.00	556.00	1251.00	1939.00
C73	3434.28	209.02	79.00	564.00	1269.00	1967.00
C74	3483.12	208.02	78.00	572.00	1287.00	1995.00
C75	3531.96	209.02	77.00	580.00	1305.00	2023.00
C76	3580.80	208.02	76.00	588.00	1323.00	2051.00
C77	3629.64	209.02	75.00	596.00	1341.00	2079.00
C78	3678.48	208.02	74.00	604.00	1359.00	2107.00
C79	3727.32	209.02	73.00	612.00	1377.00	2135.00
C80	3776.16	208.02	72.00	620.00	1395.00	2163.00
C81	3825.00	209.02	71.00	628.00	1413.00	2191.00
C82	3873.84	208.02	70.00	636.00	1431.00	2219.00
C83	3922.68	209.02	69.00	644.00	1449.00	2247.00
C84	3971.52	208.02	68.00	652.00	1467.00	2275.00
C85	4020.36	209.02	67.00	660.00	1485.00	2303.00
C86	4069.20	208.02	66.00	668.00	1503.00	2331.00
C87	4118.04	209.02	65.00	676.00	1521.00	2359.00
C88	4166.88	208.02	64.00	684.00	1539.00	2387.00
C89	4215.72	209.02	63.00	692.00	1557.00	2415.00
C90	4264.56	208.02	62.00	700.00	1575.00	2443.00
C91	4313.40	209.02	61.00	708.00	1593.00	2471.00
C92	4362.24	208.02	60.00	716.00	1611.00	2499.00
C93	4411.08	209.02	59.00	724.00	1629.00	2527.00
C94	4459.92	208.02	58.00	732.00	1647.00	2555.00
C95	4508.76	209.02	57.00	740.00	1665.00	2583.00
C96	4557.60	208.02	56.00	748.00	1683.00	2611.00
C97	4606.44	209.02	55.00	756.00	1701.00	2639.00
C98	4655.28	208.02	54.00	764.00	1719.00	2667.00
C99	4704.12	209.02	53.00	772.00	1737.00	2695.00
C100	4752.96	208.02	52.00	780.00	1755.00	2723.00

CURVE DATA FOR SHEET 3

CURVE	LENGTH	BEARING	DELTA	INCHES	CHORD BEARING	CHORD DIST.
C101	4801.80	209.02	51.00	788.00	1773.00	2751.00
C102	4850.64	208.02	50.00	796.00	1791.00	2779.00
C103	4899.48	209.02	49.00	804.00	1809.00	2807.00
C104	4948.32	208.02	48.00	812.00	1827.00	2835.00
C105	4997.16	209.02	47.00	820.00	1845.00	2863.00
C106	5046.00	208.02	46.00	828.00	1863.00	2891.00
C107	5094.84	209.02	45.00	836.00	1881.00	2919.00
C108	5143.68	208.02	44.00	844.00	1899.00	2947.00
C109	5192.52	209.02	43.00	852.00	1917.00	2975.00
C110	5241.36	208.02	42.00	860.00	1935.00	3003.00
C111	5290.20	209.02	41.00	868.00	1953.00	3031.00
C112	5339.04	208.02	40.00	876.00	1971.00	3059.00
C113	5387.88	209.02	39.00	884.00	1989.00	3087.00
C114	5436.72	208.02	38.00	892.00	2007.00	3115.00
C115	5485.56	209.02	37.00	900.00	2025.00	3143.00
C116	5534.40	208.02	36.00	908.00	2043.00	3171.00
C117	5583.24	209.02	35.00	916.00	2061.00	3199.00
C118	5632.08	208.02	34.00	924.00	2079.00	3227.00
C119	5680.92	209.02	33.00	932.00	2097.00	3255.00
C120	5729.76	208.02	32.00	940.00	2115.00	3283.00
C121	5778.60	209.02	31.00	948.00	2133.00	3311.00
C122	5827.44	208.02	30.00	956.00	2151.00	3339.00
C123	5876.28	209.02	29.00	964.00	2169.00	3367.00
C124	5925.12	208.02	28.00	972.00	2187.00	3395.00
C125	5973.96	209.02	27.00	980.00	2205.00	3423.00
C126	6022.80	208.02	26.00	988.00	2223.00	3451.00
C127	6071.64	209.02	25.00	996.00	2241.00	3479.00
C128	6120.48	208.02	24.00	1004.00	2259.00	3507.00
C129	6169.32	209.02	23.00	1012.00	2277.00	3535.00
C130	6218.16	208.02	22.00	1020.00	2295.00	3563.00
C131	6267.00	209.02	21.00	1028.00	2313.00	3591.00
C132	6315.84	208.02	20.00	1036.00	2331.00	3619.00
C133	6364.68	209.02	19.00	1044.00	2349.00	3647.00
C134	6413.52	208.02	18.00	1052.00	2367.00	3675.00
C135	6462.36	209.02	17.00	1060.00	2385.00	3703.00
C136	6511.20	208.02	16.00	1068.00	2403.00	3731.00
C137	6560.04	209.02	15.00	1076.00	2421.00	3759.00
C138	6608.88	208.02	14.00	1084.00	2439.00	3787.00
C139	6657.72	209.02	13.00	1092.00	2457.00	3815.00
C140	6706.56	208.02	12.00	1100.00	2475.00	3843.00
C141	6755.40	209.02	11.00	1108.00	2493.00	3871.00
C142	6804.24	208.02	10.00	1116.00	2511.00	3899.00
C143	6853.08	209.02	9.00	1124.00	2529.00	3927.00
C144	6901.92	208.02	8.00	1132.00	2547.00	3955.00
C145	6950.76	209.02	7.00	1140.00	2565.00	3983.00
C146	6999.60	208.02	6.00	1148.00	2583.00	4011.00
C147	7048.44	209.02	5.00	1156.00	260	

**LETTER OF UNDERSTANDING**  
**Section 02-00290-03-PV**  
**Frank Scott Parkway West**

WHEREAS, it has been determined that the interests of the motoring public as well as the citizens of St. Clair County will be best served by the addition of a center bi-directional turn lane on Frank Scott Parkway from Belleville Township High School West southward to Concordia Church Road, and

WHEREAS, the St. Clair County Highway Department has prepared plans, specifications and proposals relating to this project that will need to be altered to accommodate the addition of this lane, and

WHEREAS, the City of Belleville, St. Clair County and various developers have agreed that the alteration does serve the best interests and is the most prudent course of action to take relative to this project.

IT IS MUTUALLY AGREED, that the construction costs for making the change from Bituminous Concrete Shoulders to full depth PCC Pavement shall be borne by the parties listed below. The signatures affixed to this letter of Understanding shall insure that each party is bound to provide a share of the cost of this allocation, as understood in Exhibit A hereby attached.

**City of Belleville**

**Keleher Development Company, Inc.**

\_\_\_\_\_  
Authorized Representative

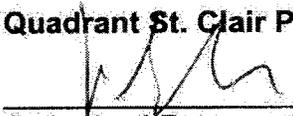
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Authorized Representative

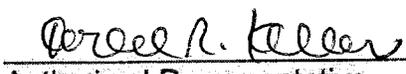
\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Quadrant St. Clair Partners, LLC**

**Parkway West Development, LLC**

  
\_\_\_\_\_  
Authorized Representative

  
\_\_\_\_\_  
Authorized Representative

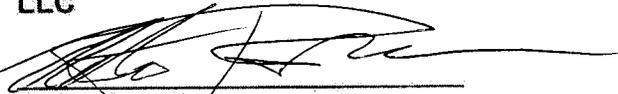
5-4-06  
Date

5-5-06  
Date

**St. Clair County**

**Tamar Development III-Guetterman, LLC**

\_\_\_\_\_  
Authorized Representative

  
\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Date

5/5/06  
Date

**EXHIBIT A**  
**LETTER OF UNDERSTANDING**  
**Section 02-00290-03-PV**  
**Frank Scott Parkway West**

This agreement has been entered into based on the following information as supplied to all parties and mutually agreed:

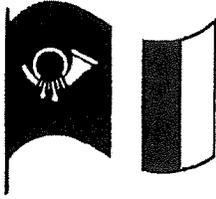
- Total cost to Developers and City based on estimates provided and increased involvement from St. Clair County is \$1,520,000. This constitutes a full improvement from just south of the southern entrance to the High School (including the retrofit section in taper from previous improvements) to Concordia Road. Included would be engineering, full curb and gutter, center turn lane, improved intersections at 11<sup>th</sup> street and future Belleville Collector (Tamar Entrance) with signals, storm sewer of both sides of the road, all striping, traffic control, etc.
- Cost split agreement to be the \$1,520,000 split 5 ways as:  
Keleher Development Company, Inc. - \$152,000 (10%) - based upon 85 acres  
Quadrant Properties, LLC - \$342,000 (22.5%) - based upon 67 acres  
Parkway West Development, LLC - \$342,000 (22.5%) - based upon 89 acres  
Tamar Development III - Guetterman, LLC - \$342,000 (22.5%) - based upon 189 acres  
City of Belleville - \$342,000 (22.5%)
- Cost split funds would be needed in two phases consisting of ½ of the cost split to be due and available in summer 2007 (completion date) and ½ due in summer 2008 (one year after completion date).
- All work will be associated with contract management, bid management, project management and construction engineering and testing to be provided by St. Clair County to complete the necessary improvements. Engineering costs for the improvements have been included in the previously listed estimate. Work would not begin until St. Clair County is finished with their initial upgrade (Summer to Fall of 2007). Work would not be completed until sometime in 2008.
- A reimbursement agreement would be entered into by all parties and administered by the City of Belleville. All properties with frontage on Frank Scott Parkway would be required to participate in the reimbursement by City ordinance (except the properties currently contained in the developments participating in the cost sharing). This will be calculated by taking the total remaining front footage and dividing it by the total project cost. Approximately 9550 linear feet of remaining frontage develops a cost per front foot based on the \$1,520,000 estimate of \$160.00 per front foot.

- The \$160.00 per front foot would be increased \$10.00 per front foot per year starting in 2006 running the life of the reimbursement.

Reimbursement Year	Calendar Year	Reimbursement Amount	Reimbursement Year	Calendar Year	Reimbursement Amount
1	2006	\$160.00	11	2016	\$260.00
2	2007	\$170.00	12	2017	\$270.00
3	2008	\$180.00	13	2018	\$280.00
4	2009	\$190.00	14	2019	\$290.00
5	2010	\$200.00	15	2020	\$300.00
6	2011	\$210.00	16	2021	\$310.00
7	2012	\$220.00	17	2022	\$320.00
8	2013	\$230.00	18	2023	\$330.00
9	2014	\$240.00	19	2024	\$340.00
10	2015	\$250.00	20	2025	\$350.00

Reimbursements shown above use 20 years as a reference only and not as an agreement to limit the time of the reimbursement period.

- All reimbursement funds would be split proportionately between the four developers until all developers are paid back. Once all Developers are paid back, City of Belleville would recoup it's costs from the last properties to develop along Frank Scott Parkway. This reimbursement shall continue until all parties are reimbursed for their expenditure.
- After all parties are fully reimbursed, any remaining funds generated from the reimbursement agreement would be split proportionately between all five parties.
- St. Clair County agreement to accommodate a sanitary sewer crossing with appropriate casing under Frank Scott Parkway West to provide gravity sewer to the West side of Frank Scott Parkway West. In addition, St. Clair County will cooperate in the installation of additional utility conduits as may be needed. City of Belleville to provide location.
- St. Clair County will support access into each development for final use as contemplated through the development plans as soon as physically possible and prior to Phase 2 construction completion.
- No signatories of the attached letter of understanding are obligated for more than their proportionate share of the \$1,520,000.00.
- Further, the undersigned understand a west leg stub of 11<sup>th</sup> Street (estimated at 50 feet) will be constructed as a part of this project to allow the future extension of 11<sup>th</sup> Street westward by the City at a later date.
- Finally, all amendments or revisions shall be approved by all signatures.



CITY OF BELLEVILLE, ILLINOIS  
ECONOMIC DEVELOPMENT, PLANNING AND ZONING DEPARTMENT

APPLICATION FOR APPROVAL OF PRELIMINARY  
SUBDIVISION PLAT

Date: 05-08-2018

1. Name of Subdivision and Phase (if applicable): The Villas of Holly Brook
2. Location: Section: 30  
Township: 1N  
Range: 8W
3. Area of Entire Tract: 11.456 AC +/-
4. Number of Proposed Lots: 1
5. Current Zoning: A-1 Single Family Residential
6. Proposed Zoning: A-1 Single Family Residential

7. Dedicated Green Space Area: 0.0 AC +/-

8. Name of Development Company: Michael J. Weilbacher, Kenneth Weilbacher, Robyn G. Weilbacher  
Attn: Michael J. Weilbacher  
Street Address: 6470 Triple Lakes Road  
City: Millstadt State: IL Zip: 62260  
Telephone: (618) 792-0544 Email: steelers5847@gmail.com

9. Name of Engineering Company: Austin Engineering Company, Inc.  
Attn: Thomas L. Clark  
Street Address: 311 SW Water Street, Suite 215  
City: Peoria State: IL Zip: 61602  
Telephone: (309) 691-0224 Email: tclark@austinengineeringcompany.com

I do hereby affirm that I am complying with the Subdivision Code of the City of Belleville.

Michael J. Weilbacher  
Signature of Developer

Date 5-08-18

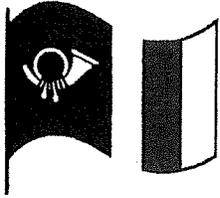
Thomas L. Clark  
Signature of Engineer

Date 05-08-18

**Office Contact Information**

City of Belleville  
Economic Development, Planning, & Zoning Department  
407 E. Lincoln Street  
Belleville, IL 62220  
(618) 233-6810 x1250, Email: [edpz@belleville.net](mailto:edpz@belleville.net)





CITY OF BELLEVILLE, ILLINOIS  
ECONOMIC DEVELOPMENT, PLANNING, AND ZONING  
DEPARTMENT

Application for APPROVAL OF FINAL SUBDIVISION PLAT

Date: 05-08-2018

1. Name of Subdivision and Phase (if applicable): The Villas of Holly Brook
2. Location: Section: 30 Township: IN Range: 8W
3. Area of Entire Tract: 11.456 AC +/-
4. Number of Proposed Lots: 1
5. Current Zoning: A-1 Single Family Residential
6. Proposed Zoning: A-1 Single Family Residential
7. Dedicated Green Space Area: 0.0 AC +/-
8. Name of Development Company: Michael J. Weilbacher, Kenneth Weilbacher, Robyn G. Weilbacher  
Attn: Michael J. Weilbacher  
Street Address: 6470 Triple Lakes Road  
City: Millstadt State: IL Zip: 62260  
Telephone: (618) 792-0544 Email: steelers5847@gmail.com
9. Name of Engineering Company: Austin Engineering Company, Inc.  
Attn: Thomas L. Clark  
Street Address: 311 SW Water Street, Suite 215  
City: Peoria State: IL Zip: 61602  
Telephone: (309) 691-0224 Email: tclark@austinengineeringcompany.com
10. Bond/Letter of Credit Information:  
Name of Bank: N/A  
Attn: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

I do hereby affirm that I am complying with the Subdivision Code of the City of Belleville.

Michael J. Weilbacher  
Signature of Developer

Date 5-08-18

Thomas L. Clark  
Signature of Engineer

05-08-18  
Date



**LEGEND**

- △ CONTROL POINT (CTRL PT)
- ⊕ EX SIGN
- EX CURB INLET
- EX MANHOLE
- ⊕ EX WATER VALVE
- ⊕ EX FIRE HYDRANT
- ⊕ EX WATER METER
- ⊕ EX GAS VALVE
- ⊕ EX TELEPHONE JUNCTION BOX
- ⊕ EX GUY WIRE
- ⊕ EX POWER POLE
- ⊕ EX ELECTRIC JUNCTION BOX
- ⊕ EX TREE
- ⊕ PR SANITARY CLEANOUT
- ⊕ PR SANITARY MANHOLE
- ⊕ PR STORM CURB INLET
- ⊕ PR STORM GRATE INLET
- ⊕ PR TREE
- ⊕ PR SHRUB
- ⊕ PR LIGHT POLE
- PR DRAINAGE FLOW PATH
- ▭ PR CONCRETE PAVEMENT
- ▭ PR CONCRETE SIDEWALK
- 500--- EX CONTOUR
- AC--- EX RIGHT OF WAY
- EX PROPERTY LINE
- AC--- EX ACCESS CONTROL LINE
- OHE--- EX OVERHEAD ELECTRIC
- T--- EX TELEPHONE LINE
- FM--- EX SANITARY SEWER
- 500--- EX FORCE MAIN
- 500--- EX STORM SEWER
- 500--- EX WATERLINE
- G--- EX GAS LINE
- PR--- PR CONTOUR
- PR--- PR WATERLINE
- PR--- PR SANITARY SEWER
- PR--- PR UNDERGROUND ELECTRIC
- PR--- PR BUILDING SETBACK
- PR--- PR BUILDING LINE
- EX--- EX FENCE

**RECORD OWNER**

MISSIONARY OBLATES OF MARY IMMACULATE  
442 SOUTH DeMAZENOD DRIVE  
BELLEVILLE, IL 62223

**PREPARED FOR**

LISA WORTMAN  
1310 NORTH KELLER DRIVE  
P.O. BOX 217  
EFFINGHAM, IL 62401

**SURVEYOR**

BIG MUDDY LAND SURVEYING, LLC  
1172 NORTH OAK,  
DE SOTO, IL 62924  
PHONE: 618.922.2308

**PARKING SPACE REQUIREMENTS**

BUILDING DESCRIPTION	REQUIRED	PROVIDED
COMMERCIAL SERVICE	22	26
(1 SPACE PER 300 SQ FT OF FLOOR AREA)		
CAR WASH	10	13
(5 SPACES PER WASH LANE)		

ACCESSIBLE 2 2  
(2 SPACE PER 26 TO 50 STANDARD PARKING SPACE)

**PROPERTY INFORMATION**

C-2 HEAVY COMMERCIAL

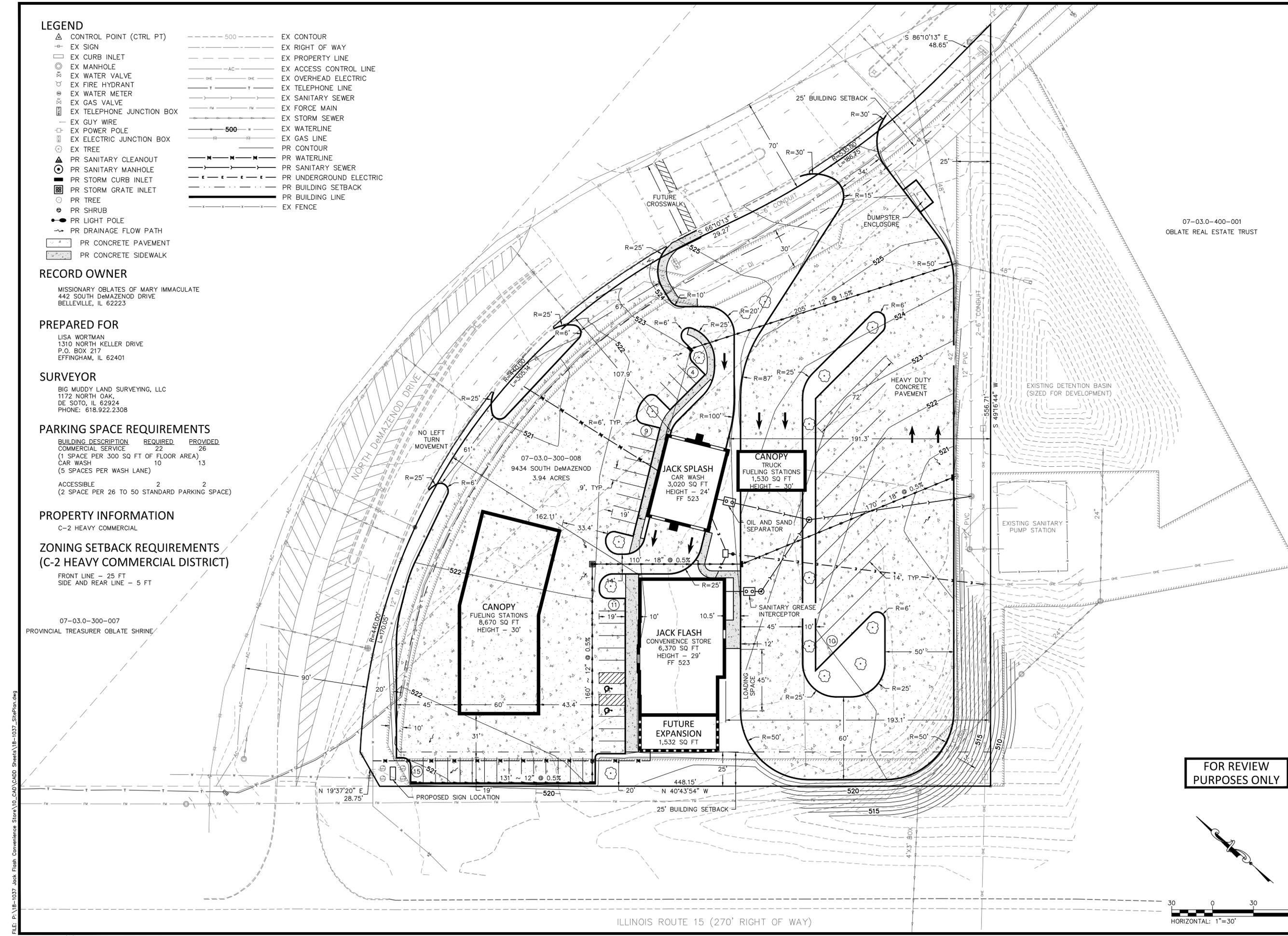
**ZONING SETBACK REQUIREMENTS (C-2 HEAVY COMMERCIAL DISTRICT)**

FRONT LINE - 25 FT  
SIDE AND REAR LINE - 5 FT

07-03.0-300-007

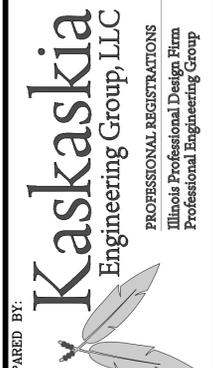
PROVINCIAL TREASURER OBLATE SHRINE

07-03.0-400-001  
OBLATE REAL ESTATE TRUST



**FOR REVIEW  
PURPOSES ONLY**

208 East Main Street, Suite 100  
Belleville, Illinois 62220  
618.233.5977 phone  
618.233.5977 fax  
www.kaskaskiaeng.com



PROFESSIONAL REGISTRATIONS  
Illinois Professional Design Firm  
Professional Engineering Group

LICENSE NO. 184-004773  
26-5080586

REV.	DATE	DESCRIP
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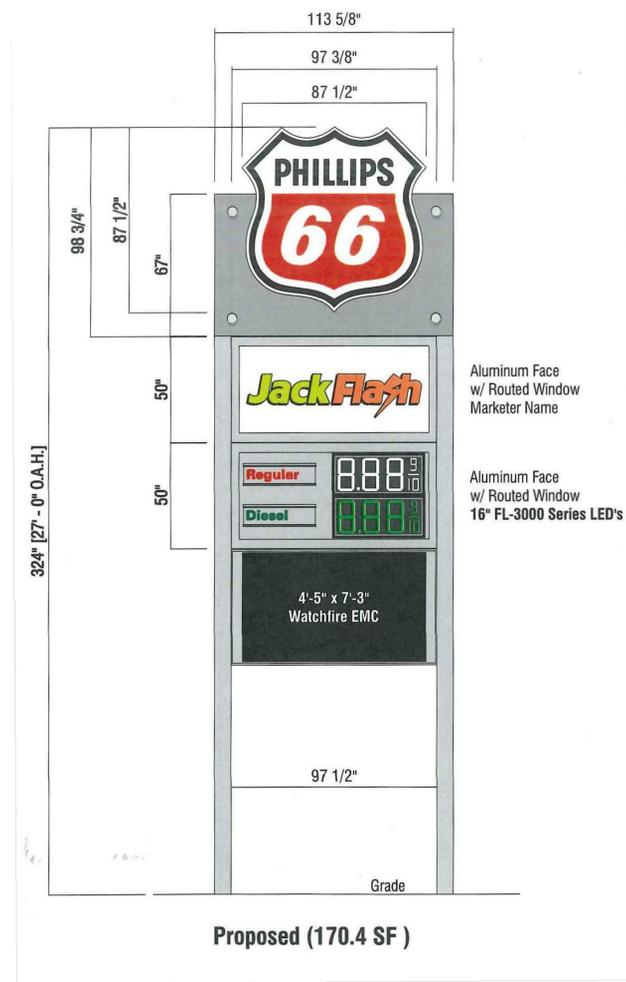
**SITE PLAN**

**JACK FLASH & JACK SPLASH**  
NORTH DeMAZENOD DRIVE  
CITY OF BELLEVILLE, ILLINOIS

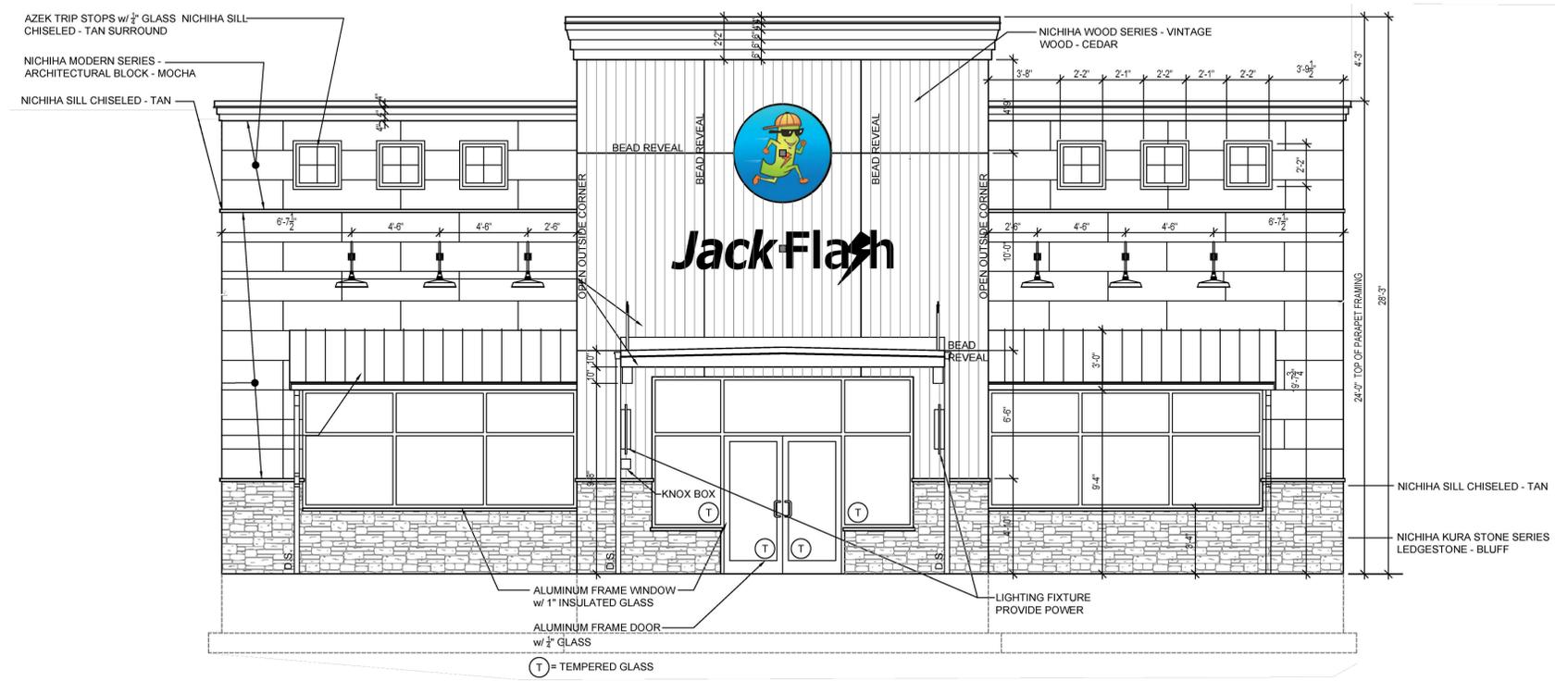
DESIGNED BY: JLT	SHEET
DRAWN BY: JLT	1
CHECKED BY: RLW	
DATE OF PRELIMINARY: 7/02/2018	
DATE OF FINAL: 00/00/20XX	
SHEET NO. 01 OF 06 SHEETS	
PROJECT NUMBER 18-1037	

FILE: P:\18-1037 Jack Flash Convenience Store\10\_CAD\CADD Sheets\18-1037\_SitePlan.dwg

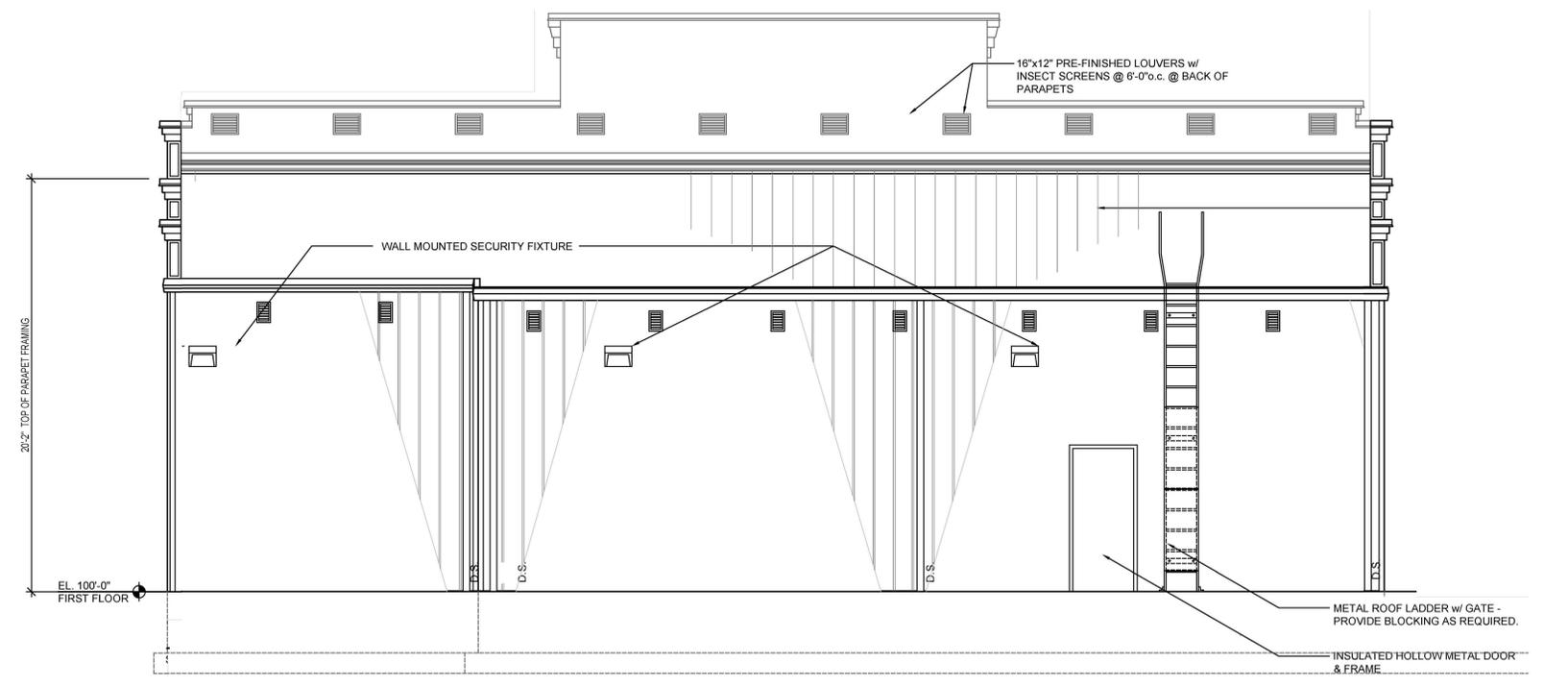
LAST PLOTTED: 7/2/2018 7:23 AM OPERATOR: JLT



SIGN ELEVATION NOT TO SCALE A1  
3



CONVENIENCE STORE FRONT ELEVATION NOT TO SCALE A2  
3



CONVENIENCE STORE BACK ELEVATION NOT TO SCALE A3  
3

208 East Main Street, Suite 100  
Bellaire, Illinois 62220  
618.233.5977 phone  
618.233.5977 fax  
www.kaskaskiaeng.com  
LICENSE NO. 184-004773  
20-5080586

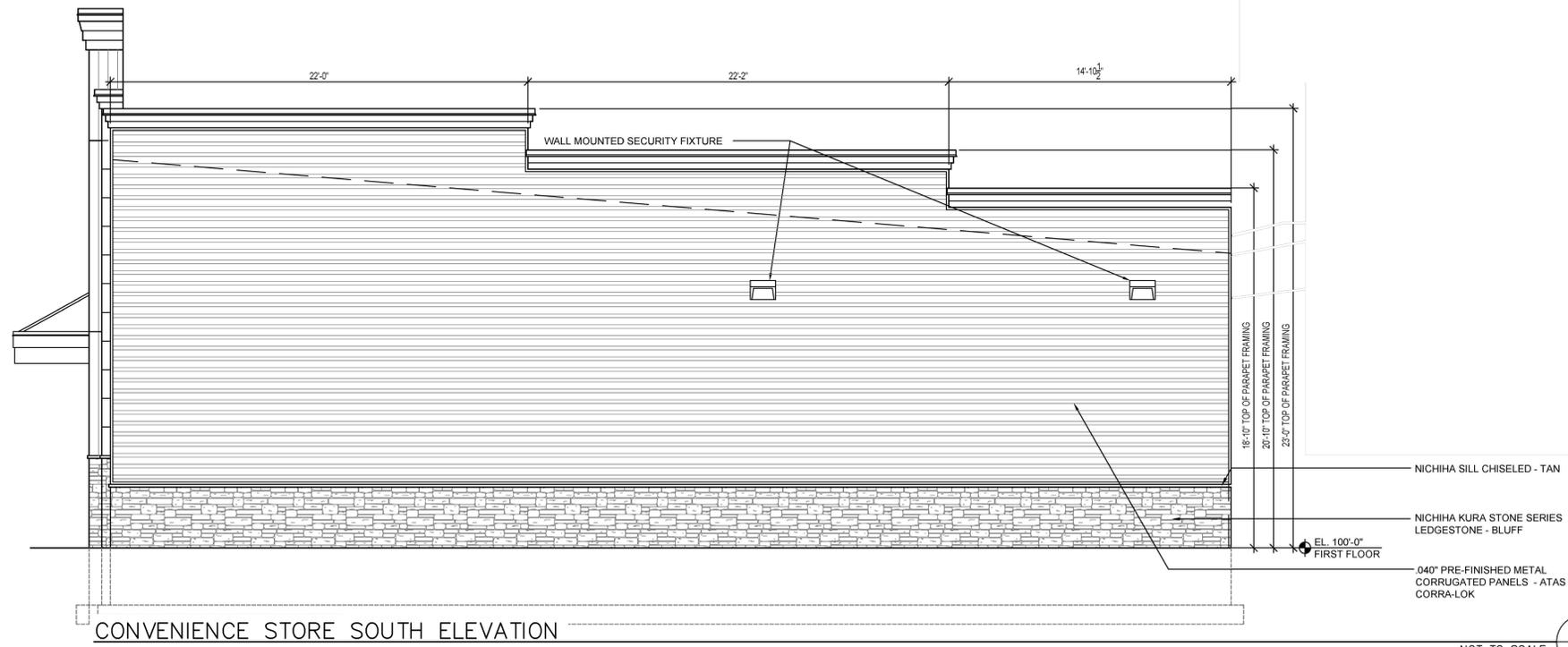
PREPARED BY: **Kaskaskia Engineering Group, LLC**  
PROFESSIONAL REGISTRATIONS  
Illinois Professional Design Firm  
Professional Engineering Group

Signature: \_\_\_\_\_  
Expiration Date: \_\_\_\_\_

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SHEET TITLE: ARCHITECTURAL DETAILS  
PROJECT TITLE: JACK FLASH & JACK SPLASH  
NORTH DeMAZENOD DRIVE  
CITY OF BELLEVILLE, ILLINOIS

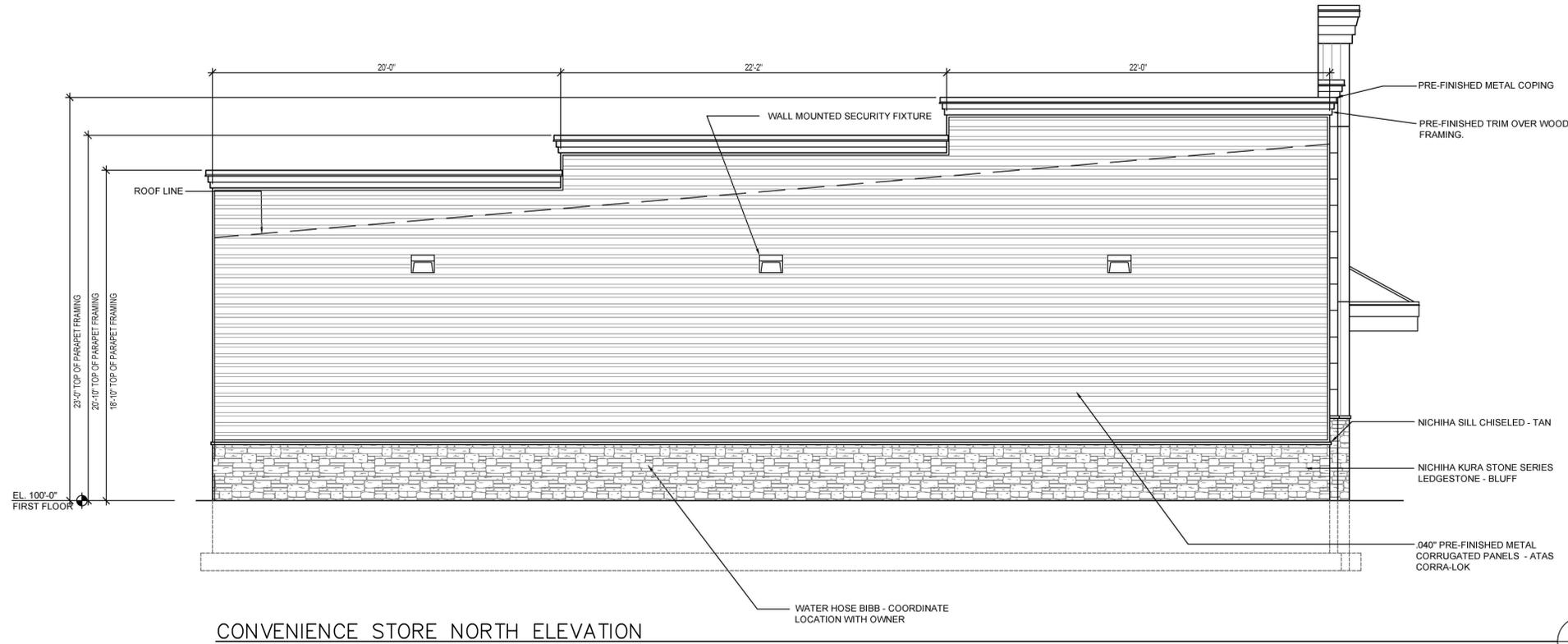
DESIGNED BY: JLT	SHEET
DRAWN BY: JLT	3
CHECKED BY: RLW	
DATE OF PRELIMINARY: 7/02/2018	
DATE OF FINAL: 00/00/20XX	
SHEET NO. 03 OF 07 SHEETS	
PROJECT NUMBER 18-1037	



CONVENIENCE STORE SOUTH ELEVATION

NOT TO SCALE

A2  
3



CONVENIENCE STORE NORTH ELEVATION

NOT TO SCALE

A2  
3

208 East Main Street, Suite 100  
Bellaire, Illinois 62220  
618.233.5977 phone  
618.233.5977 fax  
www.kaskaskiaeng.com

**Kaskaskia**  
Engineering Group, LLC

PROFESSIONAL REGISTRATIONS  
Illinois Professional Design Firm  
Professional Engineering Group

LICENSE NO. 184-004773  
20-5080586

PREPARED BY:

SEAL

Signature: \_\_\_\_\_  
Expiration Date: \_\_\_\_\_

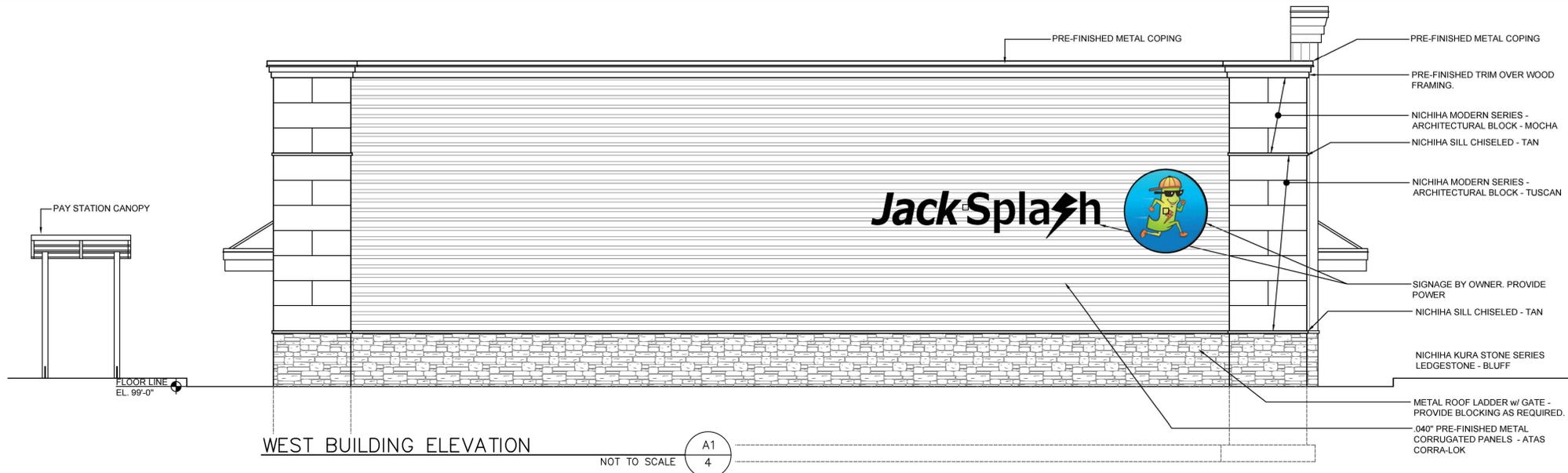
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ARCHITECTURAL DETAILS

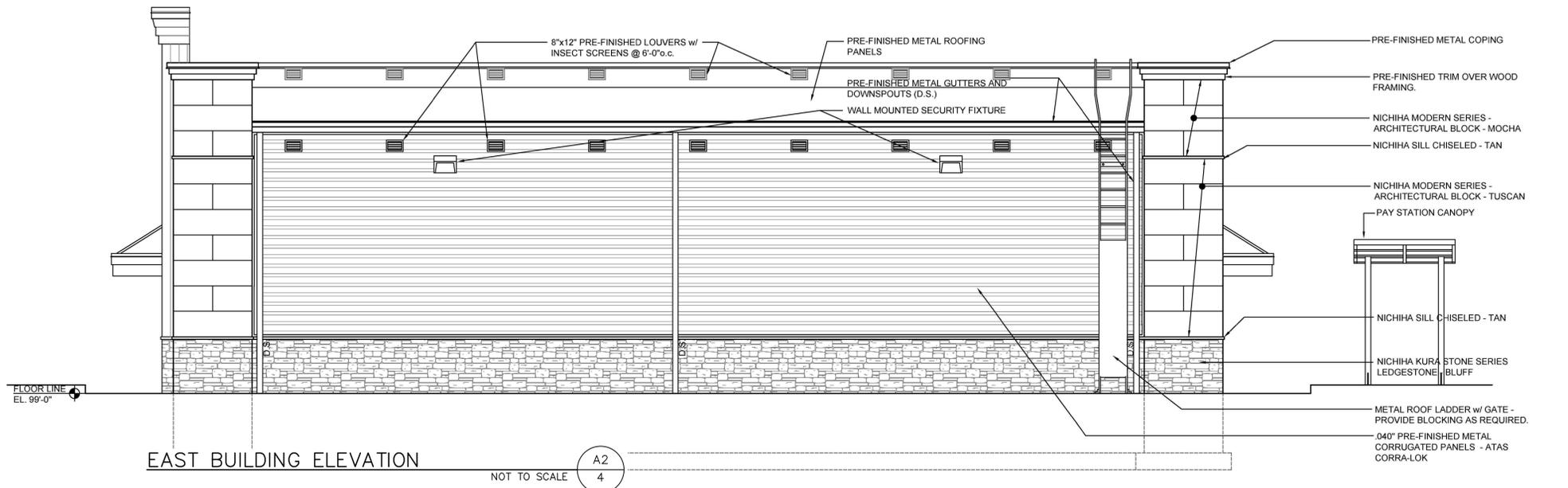
JACK FLASH & JACK SPLASH  
NORTH DeMAZENOD DRIVE  
CITY OF BELLEVILLE, ILLINOIS

SHEET TITLE:  
PROJECT TITLE:

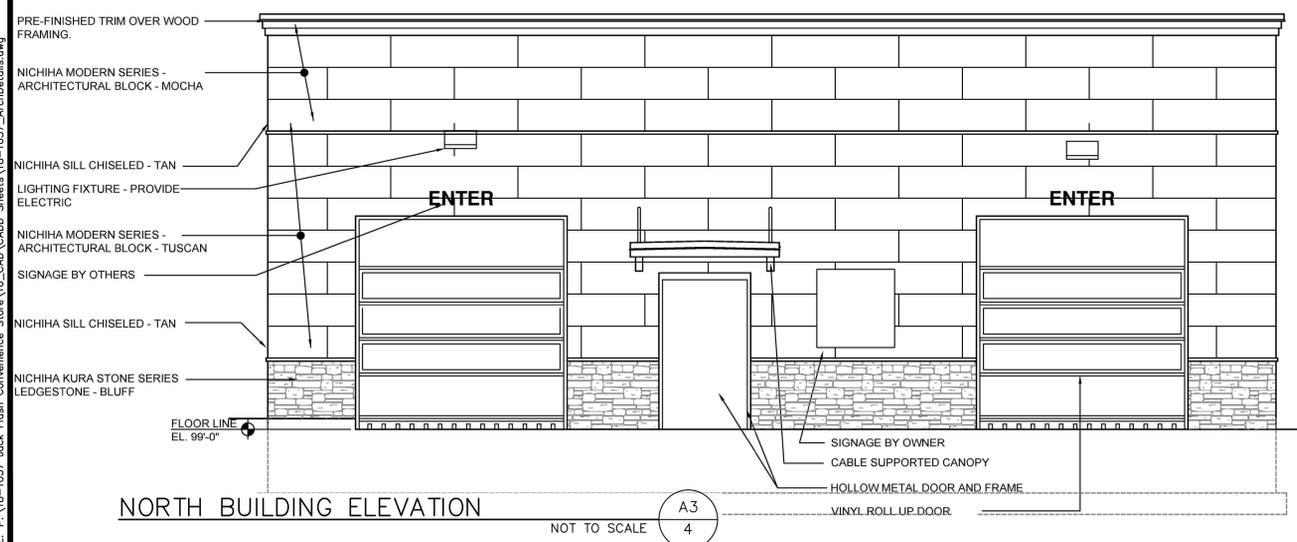
DESIGNED BY: JLT	SHEET
DRAWN BY: JLT	
CHECKED BY: RLW	4
DATE OF PRELIMINARY: 7/02/2018	
DATE OF FINAL: 00/00/20XX	
SHEET NO. 04 OF 07 SHEETS	
PROJECT NUMBER 18-1037	



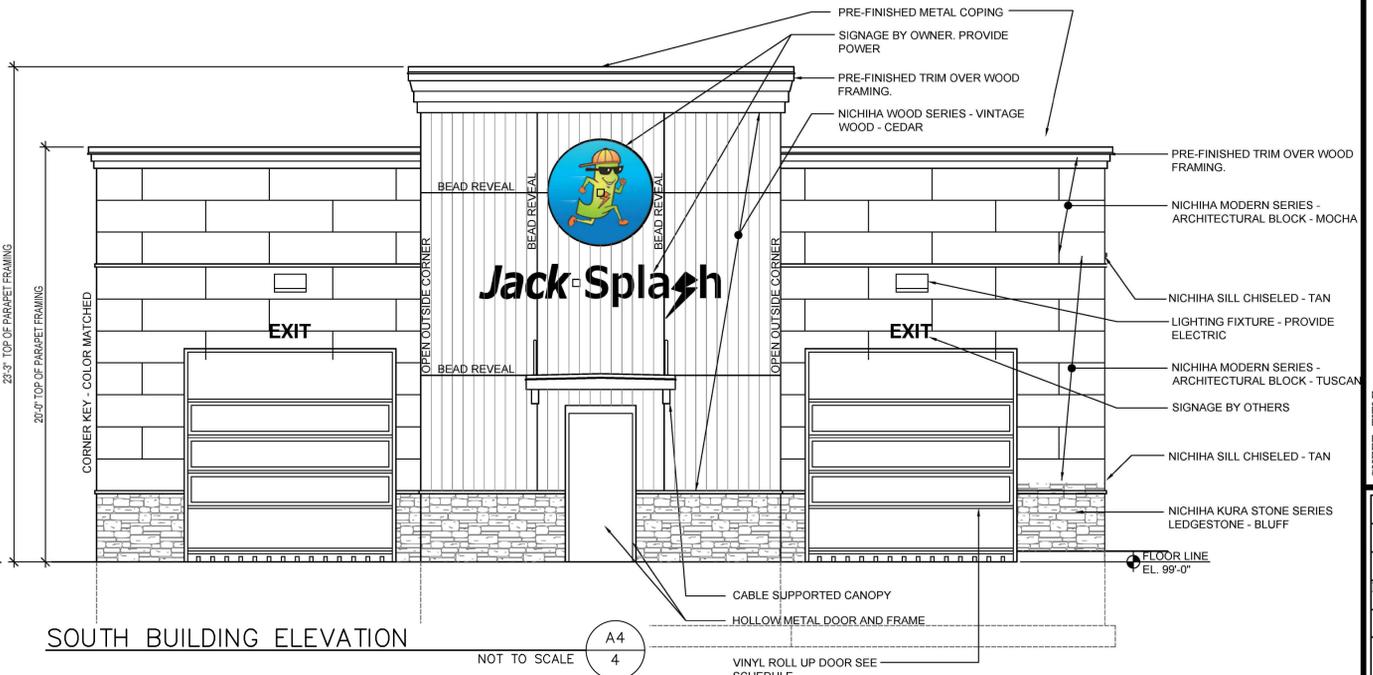
WEST BUILDING ELEVATION  
NOT TO SCALE  
A1  
4



EAST BUILDING ELEVATION  
NOT TO SCALE  
A2  
4



NORTH BUILDING ELEVATION  
NOT TO SCALE  
A3  
4



SOUTH BUILDING ELEVATION  
NOT TO SCALE  
A4  
4

208 East Main Street, Suite 100  
Belleville, Illinois 62220  
618.233.5977 phone  
618.233.5977 fax  
www.kaskaskiaeng.com

**Kaskaskia**  
Engineering Group, LLC

PROFESSIONAL REGISTRATIONS  
Illinois Professional Design Firm  
Professional Engineering Group

LICENSE NO. 184-004773  
20-5080586

PREPARED BY: \_\_\_\_\_  
SEAL: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Expiration Date: \_\_\_\_\_

REV.	DATE	DESCRIP
△		
△		
△		
△		

ARCHITECTURAL DETAILS

JACK FLASH & JACK SPLASH  
NORTH DeMAZENOD DRIVE  
CITY OF BELLEVILLE, ILLINOIS

SHEET TITLE: \_\_\_\_\_  
PROJECT TITLE: \_\_\_\_\_

DESIGNED BY: JLT	SHEET
DRAWN BY: JLT	5
CHECKED BY: RLW	
DATE OF PRELIMINARY: 7/02/2018	
DATE OF FINAL: 00/00/20XX	
SHEET NO. 05 OF 07 SHEETS	
PROJECT NUMBER 18-1037	

FILE: P:\18-1037 Jack Flash Convenience Store\10\_CAD\CADD Sheets\18-1037\_ArchDetails.dwg

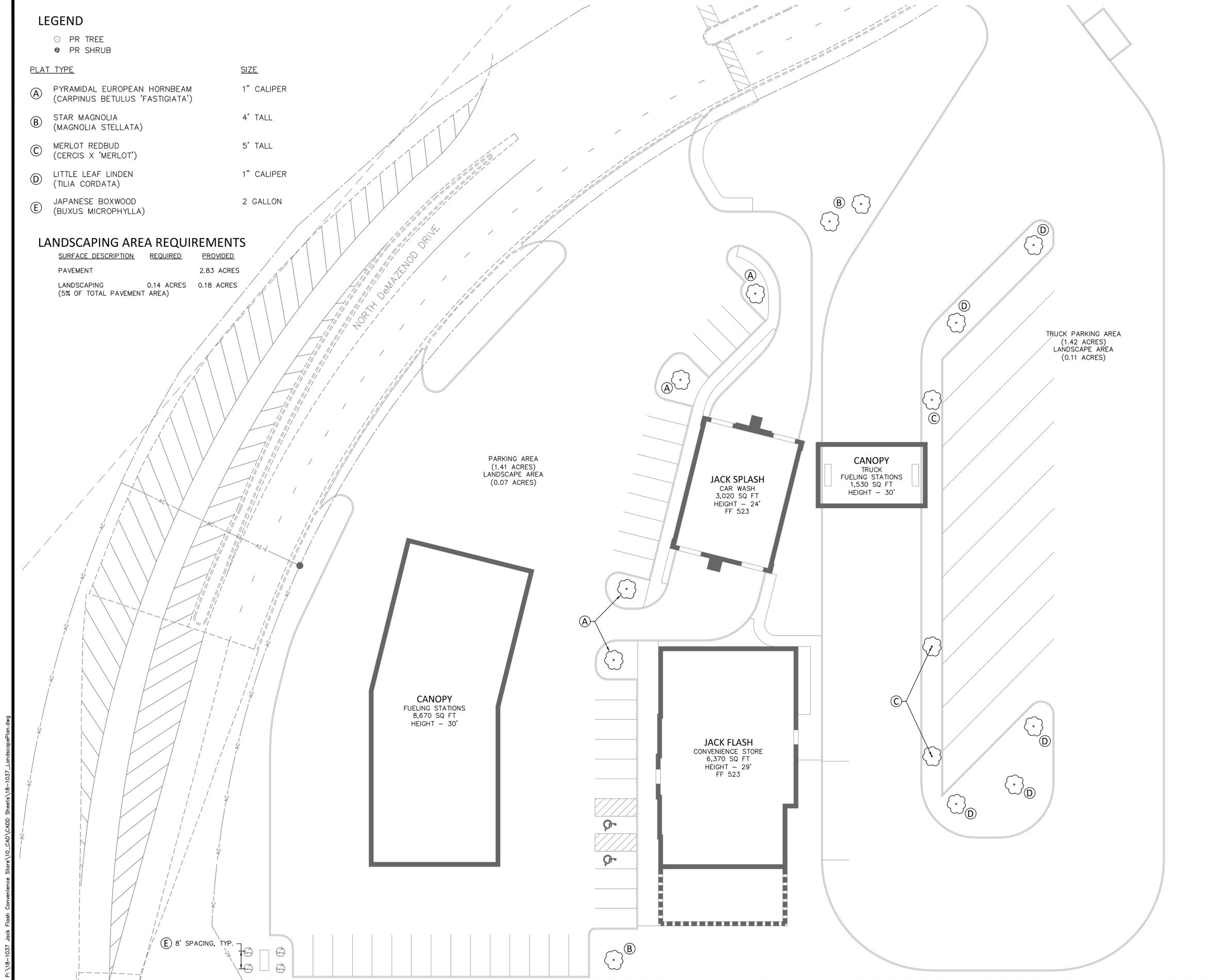
**LEGEND**

- PR TREE
- PR SHRUB

PLAT TYPE	SIZE
(A) PYRAMIDAL EUROPEAN HORNBEAM (CARPINUS BETULUS 'FASTIGIATA')	1" CALIPER
(B) STAR MAGNOLIA (MAGNOLIA STELLATA)	4' TALL
(C) MERLOT REDBUD (CERCIS X 'MERLOT')	5' TALL
(D) LITTLE LEAF LINDEN (TILIA CORDATA)	1" CALIPER
(E) JAPANESE BOXWOOD (BUXUS MICROPHYLLA)	2 GALLON

**LANDSCAPING AREA REQUIREMENTS**

SURFACE DESCRIPTION	REQUIRED	PROVIDED
PAVEMENT		2.83 ACRES
LANDSCAPING (5% OF TOTAL PAVEMENT AREA)	0.14 ACRES	0.18 ACRES



FILE: P:\18-1037 Jack Flash Convenience Store\10\_CAD\CADD Sheets\18-1037\_LandscapePlan.dwg

LAST PLOTTED: 7/2/2018 8:21 AM OPERATOR: JLT

208 East Main Street, Suite 100  
 Belleville, Illinois 62220  
 618.233.5977 phone  
 618.233.5977 fax  
 www.kaskaskiaeng.com

**Kaskaskia**  
 Engineering Group, LLC

PROFESSIONAL REGISTRATIONS  
 Illinois Professional Design Firm  
 Professional Engineering Group

LICENSE NO. 184-004773  
 20-5080586

PREPARED BY: \_\_\_\_\_

SEAL

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

Expiration Date: \_\_\_\_\_

REV.	DATE	DESCRIP
△		
△		
△		
△		

SHEET TITLE: LANDSCAPING PLAN

PROJECT TITLE: JACK FLASH & JACK SPLASH  
 NORTH DeMAZENOD DRIVE  
 CITY OF BELLEVILLE, ILLINOIS

DESIGNED BY: JLT	SHEET
DRAWN BY: JLT	6
CHECKED BY: RLW	
DATE OF PRELIMINARY: 7/02/2018	
DATE OF FINAL: 00/00/20XX	
SHEET NO. 06 OF 07 SHEETS	
PROJECT NUMBER 18-1037	



2105 Acorns, Belleville, IL 62226



OFFICE USE ONLY

Event Name: Community Outreach Summer 2018

Event Date: Sat 07.28.18

## BLOCK PARTY REQUEST

Notification is hereby given to the City of Belleville to request a Block Party as follows:

**PLEASE ALLOW FOUR (4) WEEKS FOR PROCESSING**  
**\*\*\*\* A MAP OF THE AREA WITH STREET CLOSURES NOTED REQUIRED \*\*\*\***

Name(s) of requester(s): Call To Worship Ministries

Name of Event: Community Outreach Summer 2018

Date of Event: SAT 28 Jul Event Starting Time: 10:00am Event Ending Time: 4:00 p.m.

Street Closure Time: 9:00 a.m. Street Re-Open Time: 5:00 p.m.

Name(s) of person(s) responsible for organizing and conducting event:

Name	Address	Phone	Email
<u>Anthony E. Fields</u>	<u>15 N. 47<sup>th</sup> St</u>	<u>(618) 741-4086</u> <u>717.701.1125</u>	<u>fieldsa@hotmail.com</u>

Collect one signature from each resident in the affected area **even if they are not participating in the event.**  
 (Please use a separate piece of paper if additional space is needed.)

NAME	ADDRESS	SIGNATURE
<u>Everett / Boost Mobile</u>	<u>4701 West Main, Belleville, IL</u>	<u>[Signature]</u>
<u>Belleville Bowling</u>	<u>103 North 47th St</u>	<u>[Signature]</u>
<u>EMPIRE GYM</u>	<u>105 N. 47 St</u>	<u>[Signature]</u>
<u>Dollar Tree</u>	<u>20 Bellevue Park Plaza</u>	<u>[Signature]</u>
<u>CVS/Pharmacy</u>	<u>4609 West Main Street</u>	<u>[Signature]</u>
<u>Sabrina BROWN</u>	<u>#9 N. 47 St. Belleville</u>	<u>[Signature]</u>
<u>Metco PCS</u>	<u>6 Bellevue Park Plaza</u>	<u>[Signature]</u>
<u>King Chire</u>	<u>4 Bellevue Park Plaza</u>	<u>[Signature]</u>

Barricades - Friday - Monday  
Hold Harmless Agreement  
Sandbags

Reviewed/Created: 06/12/17 JRM  
 Revised: 02/26/18 JRM

Banner put up w approval - temporary

OFFICE USE ONLY

Event Name:

Community Outreach 2018

Event Date:

Sat 07.28.18

Does this event require any of the following?

- Trash Containers
- Picnic Tables
- Sanitation Vehicle and Manpower
- Electric (note on map location(s))

Yes  No Number Requested: \_\_\_\_\_

Affixing my signature to this application, declares my acceptance and understanding of the guidelines and certain limitations which may apply to this event.

*Anthony E. Fields*

Signature of Person Making Application

Anthony E. Fields

Printed Name of Person Making Application

15 N. 47th St., Belleville, IL 62226

Mailing Address

(717) 701-1725 (618) 741-4086

Phone Number

fieldsa@hotmail.com

E-mail

DATE OF APPLICATION: \_\_\_\_\_

Return this form (via mail or email):

City of Belleville - City Clerk's Office  
101 South Illinois Street  
Belleville, Illinois 62220  
E-mail: [jmeyer@belleville.net](mailto:jmeyer@belleville.net)  
(618) 233-6810

*Handwritten notes in red ink at the bottom of the page, including "Please return to..." and "Submitted..."*

OFFICE USE ONLY

Event Name:

Community Outreach Summer 2018

Event Date:

Sat 07.28.18

<p><b>CHECKLIST</b> (FOR USE BY CITY PERSONNEL ONLY)</p>	<p><b>EVENT INFORMATION</b> (FOR USE BY CITY PERSONNEL ONLY) Completed application/documentation to be sent to city staff prior to meeting. Meeting will then be scheduled with all city staff and a representative of the event.</p>
<p><input checked="" type="checkbox"/> Application</p> <p><input checked="" type="checkbox"/> Event Map</p> <p>Held Harmless Agreement</p>	<p>Date Received by City Clerk's Office: <u>07.05.18</u></p> <p>Scheduled Meeting Date: <u>07/21/18 100PM</u></p> <p>Date Approved by Staff: <u>07/21/18</u></p> <p>Date on Council Agenda: <u>07/16/18</u></p> <p>Notification Sent to Event Representative of Council Meeting: <u>07/15/18</u></p>
<p><input type="checkbox"/> Approved on: _____ <input type="checkbox"/> Denied on: _____</p> <p>Notification Sent to Event Representative of Council Approval/Denial on: _____</p>	

**STAFF REVIEW SECTION**

Police Department: N/A

APPROVED  DENIED DATE: 7/12/18 INITIALS: CM #280

Fire Department: \_\_\_\_\_

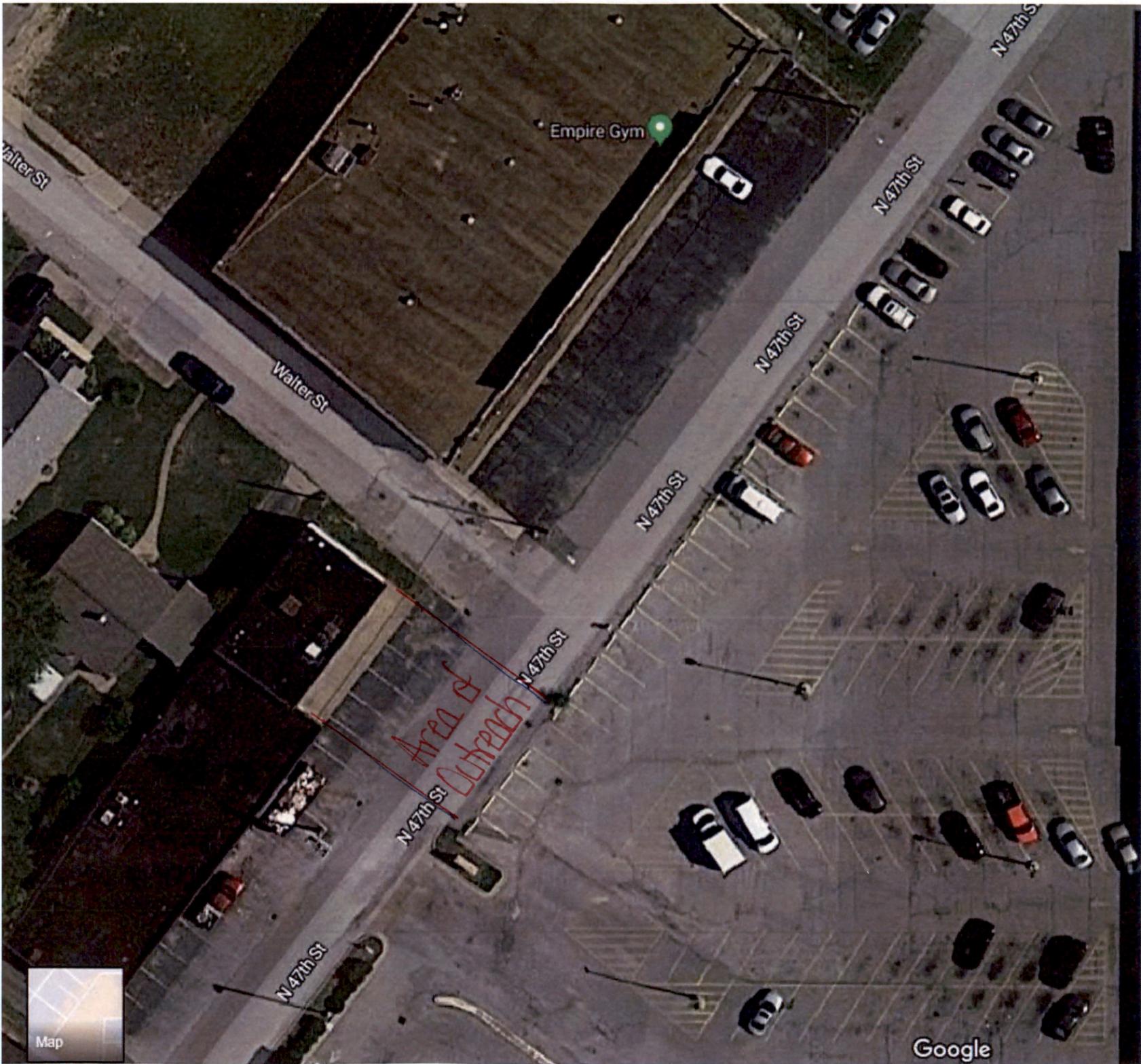
APPROVED  DENIED DATE: 7/12/18 INITIALS: Buo

Public Works: Barricades will be provided as requested  
sandbags (20)

APPROVED  DENIED DATE: 7/12/18 INITIALS: JRP

Maintenance Department: N/A

APPROVED  DENIED DATE: 7-12-18 INITIALS: KLV



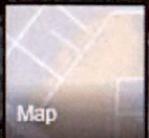
Empire Gym

Walter St

Walter St

N 47th St

Area of Outreach



Map

Google

## Jenny Meyer

---

**From:** Jenny Meyer [jmeyer@belleville.net]  
**Sent:** Friday, July 13, 2018 7:45 AM  
**To:** 'fieldsa@hotmail.com'  
**Cc:** 'Jason Poole'; 'John Hartmann'; 'Tom Pour'; 'Bud Jacobs (ajacobs@belleville.net)'; 'Ken Vaughn'; 'Erin Clifford'; 'Jennifer Starnes'; 'mattinglyc@bellevillepolice.org'; 'BPD Det Rust'  
**Subject:** Call to Worship Ministries Community Outreach Summer 2018  
**Attachments:** Hold Harmless Agreement Example.docx; image001.png

Pastor Fields:

Thanks for meeting with us to discuss your upcoming event. Below is a synopsis of our meeting:

### **Event:**

- Community Outreach Summer 2018
- Saturday, July 28, 2018
- Starts: 10:00am
- Ends: 4:00pm

### **Street Closure Request:**

- North 47th Street (directly in front of 5 parking spots located at 15 North 47th Street)
- 9:00am - 5:00pm

### **Public Works Request:**

- Deliver barricades for street closure on Friday, July 27, 2018 and will pick-up on Monday, July 30, 2018.
- Organization responsible for street closure, re-opening of street and placing barricades back in the drop-off location
- Deliver 20 sandbags on Friday, July 27, 2018 - organization responsible to return sandbags to drop-off location for pick-up on Monday, July 30, 2018

### **Police Department Request:**

- No services requested
- Situational awareness

### **Fire Department Request:**

- No services requested
- Situational awareness

### **Maintenance Department Request:**

- No services requested

### **Miscellaneous:**

- Fill out the attached Hold Harmless Agreement and provide to the City Clerk's Office prior to event.

Your event will go to **City Council, Monday, July 16, 2018 at 7:00pm, City Hall, Council Chambers, 101 South Illinois Street, Belleville, IL**. You will receive a letter from the Clerk's Office advising you of the decision of the Council.

If you have any questions, please do not hesitate to contact me, Monday through Friday, 8:00am to 5:00pm.

Sincerely,



OP Blessed Sacrament 5K  
Sat 9/15/18

OFFICE USE ONLY

Event Name:  
Event Date:

# RUN/WALK/BICYCLE REQUEST

Notification is hereby given to the City of Belleville to request an Event (Run, Walk, Bicycle) utilizing public streets, sidewalks, right-of-ways and/or city equipment as follows:

PLEASE ALLOW (8) WEEKS FOR PROCESSING THE REQUEST.  
PLEASE ALLOW THREE (3) MONTHS FOR PROCESSING IF EITHER ILLINOIS ROUTE 159 OR ANY OTHER STATE ROUTE THAT WILL BE CLOSED.

RUN  WALK  BICYCLE

Name(s) of sponsoring organization(s): Queen of Peace / Blessed Sacrament

Name of Event: Queen of Peace - Blessed Sacrament 5K

Date of Event: 9/15/18 Event Starting Time: 3:30 Event Ending Time: 4:30ish

Street Closure Time: N/A

Street Re-Open Time: N/A

Name(s) of person(s) responsible for organizing and conducting event:

Name	Address	Phone	Email
Amy Pollock	508 Oak Hill	314.809.6638	amyp@chemtronh2o.com
Michelle Tidwell	47 Mallard Bend Ct #34	1206	michelle.tidwell
Emily Vosse	305 Canyon Creek	277 9018	@Golf.com
	Belleville IL 62221		

Number of people (100) animals (0) vehicles (0) expected to participate.

Describe the event in detail:

5K run/walk through the Ogles Neighborhood. It will start/end at Queen of Peace school

- safety vests Notify Stricker Township

Reviewed/Revised: 06/12/17 JRM  
Revised 02/26/18 JRM

- volunteers at ea intersection  
- Race in Progress Signs (3) - Foley & Mitchell

Name of Event: OP Blessed Sacrament SK  
Date of Event: Sat 09 18 18

<p><b>CHECKLIST</b> (FOR USE BY CITY PERSONNEL ONLY)</p>	<p><b>EVENT INFORMATION</b> (FOR USE BY CITY PERSONNEL ONLY) Completed application/documentation to be sent to city staff prior to meeting. Meeting will be scheduled with all city staff and a representative of the event.</p>
<p><input checked="" type="checkbox"/> Application <input checked="" type="checkbox"/> Event Map <input checked="" type="checkbox"/> Insurance Certificate</p>	<p>Date Received by City Clerk's Office: <u>07-05-18</u> Scheduled Meeting Date: <u>Thurs 07/12/18 115PM</u> Date Approved by Staff: <u>07/12/18</u> Date on Council Agenda: <u>07/16/18</u> Notification Sent to Event Representative of Council Meeting: <u>07/13/18</u></p>
<p><input type="checkbox"/> Approved on: _____ <input type="checkbox"/> Denied on: _____</p> <p>Notification Sent to Event Representative of Council Approval/Denial on: _____</p>	

**STAFF REVIEW SECTION**

Police Department: N/A

APPROVED  DENIED DATE: 7/12/18 INITIALS: CM # JSW

Fire Department: \_\_\_\_\_

APPROVED  DENIED DATE: 7/12/18 INITIALS: BeuD

Public Works: 3 Race in Progress signs dropped at ~~at~~ ~~on~~ ~~#~~ ~~#~~ Foley and Mitchell. Friday prior Pick up Monday

APPROVED  DENIED DATE: 7/12/18 INITIALS: JRP

Maintenance Department: N/A

APPROVED  DENIED DATE: 7-12-18 INITIALS: KLY

Map attached

OFFICE USE ONLY

Event Name: OP Blessed Sacrament 5K

Event Date: Sat 09.08.18

Specify event route from starting point to termination point (a map of the event route is required):

Queen of Peace lower lot will be the start/finish.

See map for route.

Are you requesting streets to be closed? If so, list specific street(s) below and note on map of event route:

Open course  
- no street closures

Will either Illinois Route 159 any other State Routes be blocked (if YES, it will require approval from the Illinois Department of Transportation):  Yes  No

Does this event require any of the following?

- Trash Containers  Yes  No Number Requested: \_\_\_\_\_
- Picnic Tables  Yes  No Number Requested: \_\_\_\_\_
- Sanitation Vehicle and Manpower  Yes  No
- Electric (note on map location(s))  Yes  No Number Requested: \_\_\_\_\_

A CERTIFICATE OF INSURANCE NAMING THE CITY OF BELLEVILLE AS AN ADDITIONAL INSURED IS REQUIRED IN THE AMOUNT OF \$1 MILLION DOLLARS PER PERSON AND \$2,000,000 AGGREGATE. YOUR APPLICATION WILL NOT BE CONSIDERED OR APPROVED WITHOUT RECEIPT OF THIS DOCUMENT. (City of Belleville • 101 South Illinois Street • Belleville • IL • 62220)

IF EITHER ROUTE 159 OR ANY OTHER STATE ROUTE WILL BE CLOSED, A CERTIFICATE OF INSURANCE NAMING ILLINOIS DEPARTMENT OF TRANSPORTATION AS AN ADDITIONAL INSURED IS REQUIRED IN THE AMOUNT OF \$1 MILLION DOLLARS PER PERSON AND \$2,000,000 AGGREGATE. YOUR APPLICATION WILL NOT BE CONSIDERED OR APPROVED WITHOUT RECEIPT OF THIS DOCUMENT. (IL Department of Transportation • 1100 East Court Plaza Drive • Collinsville • IL • 62234)

Affixing my signature to this application, declares my acceptance and understanding of the guidelines and certain limitations which may apply to this event.

A Pollock  
Signature of Person Making Application

Amy Pollock  
Printed Name of Person Making Application

508 Oak Hill Dr  
Mailing Address

Belleville, IL 62223

314.809.6638  
Phone Number

amy.p@chemtronh2o.com  
E-mail

DATE OF APPLICATION: 7/12/18

Return this form (via mail or email):

City of Belleville - City Clerk's Office  
101 South Illinois Street  
Belleville, Illinois 62220  
E-mail: [jmeyer@belleville.net](mailto:jmeyer@belleville.net)  
(618) 233-6810

H2O Station

USA Topo

OP Released Sacramento SKK  
SAT 08/28/18  
W Main St  
W 60th St  
S 56th St



Our Lady, Queen of Peace Catholic School

DP Blessed Sacrament 5K  
Sat 09.15.18

# Certificate of Coverage

Date: 7/3/2018

**Certificate Holder**  
Catholic Diocese of Belleville, Inc.  
Chancery Office  
222 South 3rd Street  
Belleville, IL 62220

**This Certificate is issued as a matter of information only and confers no rights upon the holder of this certificate. This certificate does not amend, extend or alter the coverage afforded below.**

**Covered Location**  
Our Lady Queen of Peace Parish  
5923 N. Belt West  
Belleville, IL 62223

**Company Affording Coverage**  
  
THE CATHOLIC MUTUAL RELIEF  
SOCIETY OF AMERICA  
10843 OLD MILL RD  
OMAHA, NE 68154

**Coverages**

**This is to certify that the coverages listed below have been issued to the certificate holder named above for the certificate indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the coverage afforded described herein is subject to all the terms, exclusions and conditions of such coverage. Limits shown may have been reduced by paid claims.**

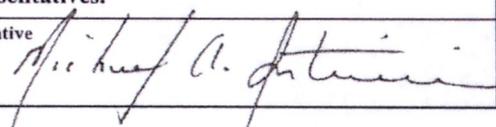
	Type of Coverage	Certificate Number	Coverage Effective Date	Coverage Expiration Date	Limits	
	Property				Real & Personal Property	
	<b>D. General Liability</b>  <input checked="" type="checkbox"/> Occurrence <input type="checkbox"/> Claims Made	8562	7/1/2018	7/1/2019	Each Occurrence	
					General Aggregate	1,000,000
					Products-Comp/OP Agg	2,000,000
					Personal & Adv Injury	
					Fire Damage (Any one fire)	
					Med Exp (Any one person)	
	Excess Liability	8562	7/1/2018	7/1/2019	Each Occurrence	
					Annual Aggregate	
	Other				Each Occurrence	
					Claims Made	
					Annual Aggregate	
					Limit/Coverage	

**Description of Operations/Locations/Vehicles/Special Items (the following language supersedes any other language in this endorsement or the Certificate in conflict with this language)**  
Coverage is extended to the City of Belleville IL only for claims arising from the 5K Run Event sponsored by Our Lady Queen of Peace & Blessed Sacrament Parishes while on City of Belleville property on Saturday, September 15, 2018.

**Holder of Certificate** **Cancellation**

**Additional Protected Person(s)**  
  
City of Belleville IL  
101 S. Illinois Street  
Belleville IL 62220

**Should any of the above described coverages be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the holder of certificate named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.**

Authorized Representative 

0037004906

## ENDORSEMENT

(TO BE ATTACHED TO CERTIFICATE)

Effective Date of Endorsement: 9/15/2018

Cancellation Date of Endorsement: 9/16/2018

Certificate Holder: Catholic Diocese of Belleville, Inc.

Chancery Office  
222 South 3rd Street  
Belleville, IL 62220

Location: Our Lady Queen of Peace Parish

5923 N. Belt West  
Belleville, IL 62223

Certificate No. 8562 of The Catholic Mutual Relief Society of America is amended as follows:

### SECTION II - ADDITIONAL PROTECTED PERSON(S)

It is understood and agreed that Section II - Liability (only with respect to Coverage D - General Liability), is amended to include as an Additional Protected Person(s) members of the organizations shown in the schedule, but only with respect to their liability for the **Protected Person(s)** activities or activities they perform on behalf of the **Protected Person(s)**.

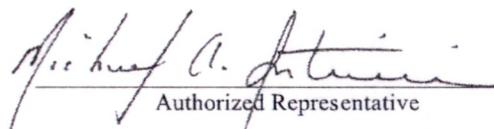
It is further understood and agreed that coverage extended under this endorsement is limited to and applies only with respect to liability assumed by contract or agreement; and this extension of coverage shall not enlarge the scope of coverage provided under this certificate or increase the limit of liability thereunder. Unless otherwise agreed by contract or agreement, coverage extended under this endorsement to the **Additional Protected Person(s)** will not precede the effective date of this certificate of coverage endorsement or extend beyond the cancellation date.

### Schedule - ADDITIONAL PROTECTED PERSON(S)

City of Belleville IL  
101 S. Illinois Street  
Belleville IL 62220

Remarks (the following language supersedes any other language in this endorsement or the Certificate in conflict with this language):

Coverage is extended to the City of Belleville IL only for claims arising from the 5K Run Event sponsored by Our Lady Queen of Peace & Blessed Sacrament Parishes while on City of Belleville property on Saturday, September 15, 2018.

  
Authorized Representative

## Jenny Meyer

---

**From:** Jenny Meyer [jimeyer@belleville.net]  
**Sent:** Friday, July 13, 2018 7:51 AM  
**To:** 'amyp@chemtronh20.com'; 'Michelle.Tidwell@qofp.com'; 'karenferrara@ymail.com'  
**Cc:** 'Jason Poole'; 'John Hartmann'; 'Tom Pour'; 'Bud Jacobs (ajacobs@belleville.net)'; 'Ken Vaughn'; 'Erin Clifford'; 'Jennifer Starnes'; 'mattinglyc@bellevillepolice.org'; 'BPD Det Rust'  
**Subject:** Queen of Peace/Blessed Sacrament 5k  
**Attachments:** image001.png

Amy:

Thanks for meeting with us to discuss your upcoming event. Below is a synopsis of our meeting:

### Event:

- Queen of Peace - Blessed Sacrament 5k
- Saturday, September 8, 2018
- Starts: 3:30pm
- Ends: 4:30pm

### Street Closure Request:

- Rolling Closure as runners progress with 5k through Ogles Subdivision
- Organizers to notify Stookey Township

### Public Works Request:

- Deliver three(3) race in progress signs at the intersection of Foley & Mitchell on Friday, September 7, 2018 and pick-up on Monday, September 10, 2018
- Organization responsible for placing signs and returning to drop-off location

### Police Department Request:

- No services requested
- Situational awareness

### Fire Department Request:

- No services requested
- Situational awareness

### Maintenance Department Request:

- No services requested

### Miscellaneous:

- Contact Peggy Hartmann, 618-233-6810 ext 2280 for safety vests for volunteers
- Recommend volunteers at all intersections

Your event will go to **City Council, Monday, July 16, 2018 at 7:00pm, City Hall, Council Chambers, 101 South Illinois Street, Belleville, IL.** You will receive a letter from the Clerk's Office advising you of the decision of the Council.

If you have any questions, please do not hesitate to contact me, Monday through Friday, 8:00am to 5:00pm.

Sincerely,



OFFICE USE ONLY

Name of Event: Belleville East Grad 1973 Reunion  
Date of Event: Sat 10/13/18

# SPECIAL EVENT REQUEST

Notification is hereby given to the City of Belleville to request a Special Event as follows:

**PLEASE ALLOW MINIMUM (8) WEEKS FOR PROCESSING THE REQUEST. TEN (10) WEEKS PREFERRED.**

**PLEASE ALLOW THREE (3) MONTHS FOR PROCESSING IF EITHER ILLINOIS ROUTE 159 OR ANY OTHER STATE ROUTE THAT WILL BE CLOSED.**

Name(s) of sponsoring organization(s): Tavern on Main  
Name of Event: Belleville East ~~Graduation~~ Class of 1973 Reunion  
Date of Event: Saturday 10/13/18 Event Starting Time: 5PM Event Ending Time: Midnight  
Street Closure Time: 5PM Street Re-Open Time: 1AM

Name(s) of person(s) responsible for organizing and conducting event:

Name	Address	Phone	Email
<u>Tavern on Main</u>	<u>301 E. Main</u>	<u>618-233-6246</u>	<u>Tavernonmain 618@gmail.com</u>
<u>Mark Dinstott</u>			
<u>Ellen Aufferberg</u>			

Number of people (100+) animals (NO) vehicles (NO) expected to participate.

Describe the event in detail:

Class of 1973 Reunion  
Belleville East.

Specify event route from starting point to termination point (a map of the event route is required):

NO ROUTE Gaslight  
would like to use patio at East Main  
and Church St. and Church St Closed  
from East main st to alley.

OFFICE USE ONLY

Name of Event: East 1973 Reunion  
Date of Event: Sat 10/13/18

Are you requesting streets to be closed? If so, list specifics below and note on map of event route:

yes Church Street from  
East Main St to alley

Will either Illinois Route 159 any other State Routes be blocked (if YES, it will require approval from the Illinois Department of Transportation):  Yes  No

Does this event require any of the following?

- Trash Containers  Yes  No Number Requested: 4
- Picnic Tables  Yes  No Number Requested: 16
- Sanitation Vehicle and Manpower  Yes  No
- Electric (note on map location(s))  Yes  No Number Requested: \_\_\_\_\_

A CERTIFICATE OF INSURANCE NAMING THE CITY OF BELLEVILLE AS AN ADDITIONAL INSURED IS REQUIRED IN THE AMOUNT OF \$1 MILLION DOLLARS PER PERSON AND \$2,000,000 AGGREGATE. YOUR APPLICATION WILL NOT BE CONSIDERED OR APPROVED WITHOUT RECEIPT OF THIS DOCUMENT. (City of Belleville • 101 South Illinois Street • Belleville • IL • 62220)

IF EITHER ROUTE 159 OR ANY OTHER STATE ROUTE WILL BE CLOSED, A CERTIFICATE OF INSURANCE NAMING ILLINOIS DEPARTMENT OF TRANSPORTATION AS AN ADDITIONAL INSURED IS REQUIRED IN THE AMOUNT OF \$1 MILLION DOLLARS. YOUR APPLICATION WILL NOT BE CONSIDERED OR APPROVED WITHOUT RECEIPT OF THIS DOCUMENT. (IL Department of Transportation • 1100 East Court Plaza Drive • Collinsville • IL • 62234)

Affixing my signature to this application, declares my acceptance and understanding of the guidelines and certain limitations which may apply to this event.

Mark Dastott  
Signature of Person Making Application

Mark DASTOTT  
Printed Name of Person Making Application

301 East Main St.  
Mailing Address

Belleville 62220

618-233-6256  
Phone Number

Tavernonmain618@gmail.com  
E-mail

DATE OF APPLICATION: 6/29/18

Return this form (via mail or email):

City of Belleville - City Clerk's Office  
101 South Illinois Street  
Belleville, Illinois 62220  
E-mail: [jmeyer@belleville.net](mailto:jmeyer@belleville.net)  
(618) 233-6810

OFFICE USE ONLY

Name of Event: East 1973 Reunion  
Date of Event: Sat 10/13/18

<b>CHECKLIST</b> (FOR USE BY CITY PERSONNEL ONLY)	<b>EVENT INFORMATION</b> (FOR USE BY CITY PERSONNEL ONLY) Completed application/documentation to be sent to city staff prior to meeting. Meeting will be scheduled with all city staff and a representative of the event.
<input checked="" type="checkbox"/> Application <input checked="" type="checkbox"/> Event Map <input type="checkbox"/> Insurance Certificate	Date Received by City Clerk's Office: <u>062818</u> Scheduled Meeting Date: <u>071218</u> Date Approved by Staff: <u>071218</u> Date on Council Agenda: <u>071618</u> Notification Sent to Event Representative of Council Meeting: <u>071318</u>
<input type="checkbox"/> Approved on: _____ <input type="checkbox"/> Denied on: _____ Notification Sent to Event Representative of Council Approval/Denial on: _____	

STAFF REVIEW SECTION

Police Department: N/A

APPROVED  DENIED DATE: 07/12/18 INITIALS: 7/12/18

Fire Department: \_\_\_\_\_

APPROVED  DENIED DATE: 7/12/18 INITIALS: Bel

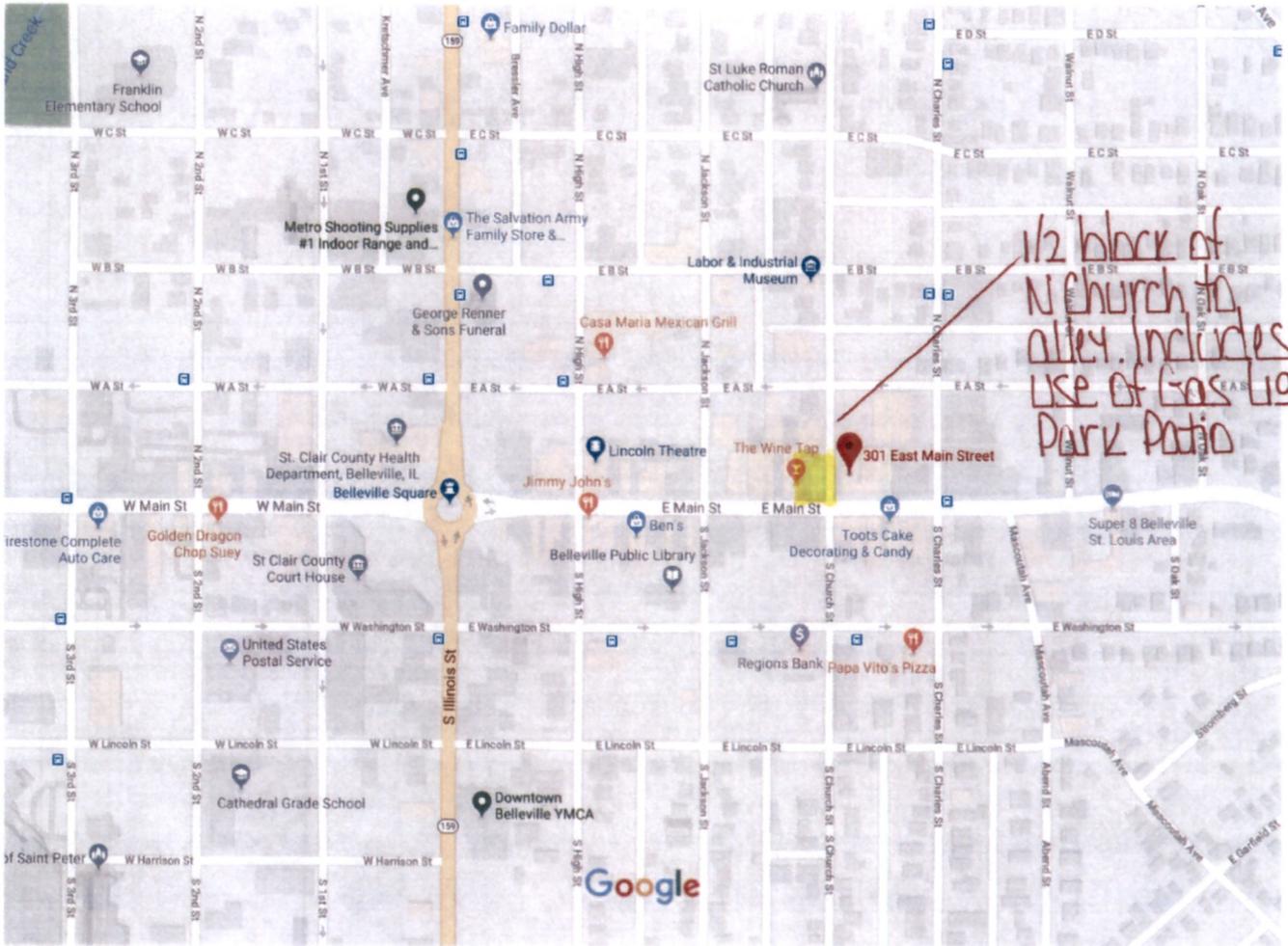
Public Works: Barricades, Toters, Picnic tables will be provided as requested

APPROVED  DENIED DATE: 7/12/18 INITIALS: JRP

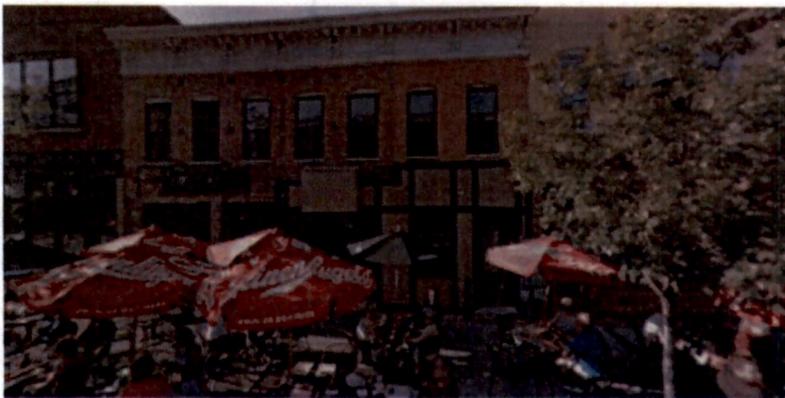
Maintenance Department: N/A

APPROVED  DENIED DATE: 7-12-18 INITIALS: KLV

Google Maps 301 E Main St



Map data ©2018 Google 200 ft



301 E Main St  
Belleville, IL 62220

## Jenny Meyer

---

**From:** Jenny Meyer [jmeyer@belleville.net]  
**Sent:** Friday, July 13, 2018 7:57 AM  
**To:** 'tavernonmain618@gmail.com'  
**Cc:** 'Jason Poole'; 'John Hartmann'; 'Tom Pour'; 'Bud Jacobs (ajacobs@belleville.net)'; 'Ken Vaughn'; 'Erin Clifford'; 'Jennifer Starnes'; 'mattinglyc@bellevillepolice.org'; 'BPD Det Rust'  
**Subject:** RE: Queen of Peace/Blessed Sacrament 5k  
**Attachments:** image001.png

Mark:

Staff reviewed your request and below is the synopsis of services requested from the City of Belleville:

### Event:

- Belleville East Class Reunion of 1973
- Saturday, October 13, 2018
- Starts: 5:00pm
- Ends: 12:00am (October 14, 2018)

### Street Closure Request:

- North Church from East Main Street to alley
- Use of Gas Light Patio
- 5:00pm to 1:00am (October 14, 2018)

### Public Works:

- Deliver 16 picnic tables on Friday, October 12, 2018 to the Gas Light Patio and pick-up Monday, October 15, 2018
- Deliver barricades for street closures on Friday, October 12, 2018 to the Gas Light Patio and pick-up Monday, October 15, 2018
- Deliver 4 trash toters on Friday, October 12, 2018 to the Gas Light Patio and pick-up Monday, October 15, 2018
- Event organizers are responsible for street closures and opening
- Event organizers are responsible to return trash toters, picnic tables and barricades to their drop-off location after event

### Police Department:

- No services requested
- Situational Awareness Only

### Fire Department:

- No services requested
- Situational Awareness Only

### Maintenance Department:

- No city services requested

### Liquor License:

- **A Special Use Event liquor license is required from the Mayor's Office and State of Illinois. Please contact Erin Clifford at (618) 233-6810 ext 1207 to obtain the license prior to event.**

- **Provide Certificate of Insurance naming the City of Belleville as an additional insured in the amount of \$1million per person and \$2,000,000 aggregate. (City of Belleville, 101 South Illinois Street, Belleville, IL 62220)**

Your event will go to **City Council, Monday, July 16, 2018 at 7:00pm, City Hall, Council Chambers, 101 South Illinois Street, Belleville, IL**. You will receive a letter from the Clerk's Office advising you of the decision of the Council.

If you have any questions, please do not hesitate to contact me, Monday through Friday, 8:00am to 5:00pm.

Sincerely,

Jenny

*Jennifer Gain Meyer, MS, LEHP*

**City Clerk**

**City of Belleville**

101 South Illinois Street

Belleville IL 62220

618-233-6518 x 1227

[jmeyer@belleville.net](mailto:jmeyer@belleville.net)



**From:** nick elizondo [mailto:nelizondo1989@gmail.com]  
**Sent:** Thursday, July 12, 2018 1:12 AM  
**To:** jmeyer@belleville.net  
**Subject:** Request to use parking lot.

Dear City Clerk Gain-Meyer,

Please consider this a formal request of St. Clair Lodge # 24 A.F. & A.M. (Masonic Lodge) to use up to 20 parking spaces in the city parking lot located on the north side of the 200 block of East A Street between N. Jackson & N. Church Streets in the City of Belleville on Saturday, August 18th, 2018 for the purpose of a blood drive bus. The drive is open to the public. No overnight parking is needed.

Should you have further questions in this regard, please contact me at (618)-799-5229. Thank you in advance for your attention in this matter.

225 East A St. Belleville, IL. 62220

--

**Nick Elizondo**  
**Secretary**  
**St. Clair Lodge #24 A.F. & A.M.**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION AUTHORIZING BANK LOAN FOR VACTOR TRUCK**

**WHEREAS**, in order to purchase a Vactor Truck, the City of Belleville ("City") desires to enter into a Loan Agreement ("Loan") dated on or about July 23, 2018 with Clayton Holdings LLC in the amount of Four Hundred Two Thousand Three Hundred Ninety Seven Dollars and Eighty Five Cents (\$402,397.85), payable over a period of no more than five (5) years at 3.18% annual interest rate, plus a possible escrow fee of Two Hundred Fifty Dollars (\$250.00), subject to a lien on the Vactor Truck as collateral for the Loan;

**WHEREAS**, the City has carefully reviewed its financing requirements for the current calendar year and reasonably expects that it will not issue more than ten million dollars (\$10,000,000) of tax-exempt obligations during the calendar year;

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

**Section 1.** This City Council hereby authorizes, empowers and directs the Mayor to execute on its behalf the Loan documents and any addenda, schedule, notes, UCC financing statements or other instruments issued under the provision of the Loan dated on or about July 23, 2018 with Clayton Holdings, LLC in the amount of Four Hundred Two Thousand Three Hundred Ninety Seven Dollars and Eighty Five Cents (\$402,397.85), payable over a period of no more than five(5) years at 3.18% annual interest rate, plus a possible escrow fee of Two Hundred Fifty Dollars (\$250.00), subject to a lien on the Vactor Truck as collateral for the Loan, and any other instrument or document which may be necessary or expedient in connection with agreement upon or fulfillment of the provisions of the Loan.

**Section 2.** Pursuant to Section 265(b)(3) of the Internal Revenue Code of 1986, as amended, this Loan be and hereby is designated a "qualified tax-exempt obligation" includable within the ten million dollars (\$10,000,000) of the aggregate issues designated as "qualified tax-exempt obligations" for the calendar year within which this Loan is entered into.

**Section 3.** This City Council has no present intention to designate more than ten million dollars (\$10,000,000) of tax-exempt obligations during the current calendar year as qualified tax-exempt obligations and City, together with its subordinate entities, does not reasonably expect to issue more than ten million dollars (\$10,000,000) of tax-exempt obligations during the current calendar year.

**Section 4.** This Resolution shall be in full force and effect after its passage and approval as provided by law.

**PASSED** by the City Council of the City of Belleville, Illinois, on this 16<sup>th</sup> day of July, 2018 on the following roll call vote:

	<u><b>AYE</b></u>	<u><b>NAY</b></u>
Joseph Hazel	_____	_____
Ken Kinsella	_____	_____
Jane Pusa	_____	_____
Michael Buettner	_____	_____
Kent Randle	_____	_____
Scott Tyler	_____	_____
Johnnie Anthony	_____	_____
Raffi Ovia	_____	_____
Edward Dintelman	_____	_____
Michelle Schaefer	_____	_____
Andrew Gaa	_____	_____
Mary Stiehl	_____	_____
Philip Elmore	_____	_____
Dennis Weygandt	_____	_____
Roger Wigginton	_____	_____
Roger Barfield	_____	_____

**APPROVED** by the Mayor of the City of Belleville, Illinois this 17<sup>th</sup> day of July, 2018.

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MARK W. ECKERT  
MAYOR

ATTEST:

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JENNIFER GAIN MEYER  
CITY CLERK

## Ordinance 8211

### ***AN ORDINANCE AMENDING ORDINANCE NO. 7829 TO ADD TERRITORY TO THE BELLEVILLE ENTERPRISE ZONE***

**WHEREAS**, the Illinois Enterprise Zone Act (20 ILCS 655/1 et. seq.), as amended (the “Act”), authorizes municipalities and counties to designate an “Enterprise Zone”, as that term is defined in the Act, pursuant to a designating ordinance; and,

**WHEREAS**, the City of Belleville (the “City”) approved Ordinance No. 7829 on December 16, 2014, designating an Enterprise Zone within the City; and,

**WHEREAS**, the City wishes to add territory to its Enterprise Zone in order to offer various tax incentives and benefits to additional property located within the City; and,

**WHEREAS**, the Act requires that the City amend its designating ordinance in order to add territory to its Enterprise Zone before it can apply to the Illinois Department of Commerce and Economic Opportunity (“DCEO”) for certification of the proposed amendment; and,

**WHEREAS**, following the approval of this Ordinance Amending Ordinance No. 7829, a formal application to add territory to the Enterprise Zone will be submitted to DCEO in accordance with the requirements of the Act; and,

**WHEREAS**, the Enterprise Zone, currently encompassing an area of 9.79 square miles, was officially certified by the State of Illinois, effective January 1, 2016; and,

**WHEREAS**, it is now necessary and appropriate that the City amend said Ordinance in order to add territory to the Enterprise Zone to enhance and encourage further economic growth and development, and the creation or retention of jobs in the City; and,

**WHEREAS**, the City Council held a public hearing on July 2, 2018, in accordance with the provisions of the Act on the question of amending Ordinance No. 7829 to add territory to the Enterprise Zone; and that public notice of such public hearing was published in at least one newspaper of general circulation within the Enterprise Zone, not more than 20 days nor less than five days before the public hearing.

**NOW, THEREFORE, BE IT ORDAINED**, by the City Council of the City of Belleville, Illinois, as follows:

**SECTION 1.** The territory proposed to be added to the Enterprise Zone meets the qualification requirements established by the Act.

**SECTION 2.** The addition of such territory will not result in the Enterprise Zone comprising more than twelve (12) square miles in total area.

**SECTION 3.** Ordinance No. 7829 is hereby amended, subject to the approval of DCEO, to add territory to the Enterprise Zone, as such territory is legally described and graphically

displayed in **Exhibit A** and made a part hereof. The legal description of the Enterprise Zone boundaries, including the added territory is attached as **Exhibit B**.

**SECTION 4.** The City Clerk is hereby directed to send the original signed copy, and two certified copies, of this Ordinance to the Assistant Director of the Economic Development, Planning and Zoning Department of the City, to include in the application to DCEO requesting approval to add territory to the Enterprise Zone.

**SECTION 5.** The territory to be added to the Enterprise Zone shall be eligible for the various related tax incentives and benefits as outlined in Ordinance No. 7829 and all subsequent amendments thereto.

**SECTION 6.** This Ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

	<u>AYE</u>	<u>NAY</u>
Ken Kinsella	_____	_____
Joe Hazel	_____	_____
Mike Buettner	_____	_____
Jane Pusa	_____	_____
Kent Randle	_____	_____
Scott Tyler	_____	_____
Johnnie Anthony	_____	_____
Raffi Ovian	_____	_____
Ed Dintelman	_____	_____
Michelle Schaefer	_____	_____
Andy Gaa	_____	_____
Mary Stiehl	_____	_____
Phil Elmore	_____	_____
Dennis Weygandt	_____	_____
Roger Wigginton	_____	_____
Roger Barfield	_____	_____

**APPROVED** by the Mayor of the City of Belleville, this 16<sup>th</sup> day of July, 2018.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK  
(SEAL)

## EXHIBIT A

### Territory to be added to the Belleville Enterprise Zone

#### Legal Description and Boundary Map

#### LEGAL DESCRIPTION

; thence continuing Southeasterly following along said Southwest Right-of-Way line of the Bi-State Development Agency Metrolink Expansion to the Easternmost corner of Parcel ID 08090307021; thence Southwesterly along the East and South lines of said Parcel ID 08090307021 to the Northeast corner of Parcel ID 08090307006; thence Southerly along the East line of said Parcel ID 08090307006 to its intersection with the North property line of parcel ID 08090307017; thence Easterly along the North line of said Parcel ID 08090307017 to the Northeast corner of said parcel; thence Southerly along the East property line of said Parcel ID 08090307017 to the Southeast corner of said parcel; thence Easterly along the North lines of Parcel ID 08090307019 and 08090307008 to the Northeast corner of said Parcel ID 08090307008; thence Southerly along the East property line of said Parcel ID 08090307008 to the Southeast corner of said parcel, also being on the Northerly Right-of-Way line of Fullerton Road; thence Northwesterly following the Northerly Right-of-Way line of Fullerton Road to its intersection with the Northeasterly Right-of-Way line of Illinois Route 161; thence Northwesterly following the Northeast Right-of-Way line of said Illinois Route 161 to the Western most corner of Parcel ID 08090307019; thence Easterly along the North property line of Parcel ID 08090307019 to a point 3.00 feet west of the Southeast corner of Parcel ID 08090307017; thence Northerly along a line parallel to and 3.00 feet West of the east property line of said Parcel ID 08090307017 to a point 3.00 feet South of the Northerly property line of said parcel; thence Southwesterly along a line parallel to and 3.00 feet South of the Northeast property line to its intersection with the West property line of said parcel; thence continuing along a line parallel to and 3.00 feet South of Parcel ID 08090037017 a distance of 3.00 feet; thence Northerly along a line parallel to and 3.00 feet West of the Easterly property line of parcel ID 08090307006 to the Southerly property line of parcel ID 0809030721; thence continuing Northerly along a line parallel to and 3.00 feet West of the Easterly property line of parcel ID 08090307006 a distance of 3.00 feet; thence Northeasterly along a line parallel to and 3.00 feet Northwesterly of the Southeasterly property line of parcel ID 0809030721 to a point 3.00 feet West of the Southeasterly property line of said parcel; thence Northeasterly along a line parallel to and 3.00 feet Northwest of the Southeasterly property line of said parcel to a point 3.00 feet Southwesterly of the Southwest Right-of-Way line of the Bi-State Development Agency Metrolink Expansion; thence along a line parallel to and 3.00 feet Southwest of the Southwest Right-of-Way line of the B-State Development Agency Metrolink Expansion to the Westerly Right-of-Way line of Old Caseyville Road;

# BOUNDARY MAP



## EXHIBIT B

### Legal Description Enterprise Zone for the City of Belleville, Illinois – St. Clair County

Part of Sections 25, 26, 35 & 36 of Township 2 North, Range 9 West, Part of Sections 1 thru 3, 10 thru 14&24 of Township 1 North, Range 9 West, Part of Sections 5 thru 9, 14 & 15, 17 thru 29 and 33 thru 36 of Township 1 North, Range 8 West, Part of Section 30 of Township 1 North, Range 7 West, Part of Section 1 of Township 1 South, Range 8 West and Part of Section 6 of Township 1 South, Range 7 West of the 3rd Principal Meridian, St. Clair County, Illinois, (All references herein to "Parcel ID" refers to the Parcel Identification Number of Parcel(s) on file in the St. Clair County Court House, 10 Public Square, Belleville, Illinois) is described as follows:

Excluding the following: SEE ATTACHED ITEMS A thru E

Beginning at the point of intersection with Southerly Right-of-Way Line of the Canadian National and Illinois Central Gulf Railroad and the Northeasterly Right-of-Way line of Illinois Route 15; thence Southeasterly following along said Northeasterly Right-of-Way line of Illinois Route 15 to the Westerly Right-of-Way line of Latinette Lane; thence Easterly to a point on the Easterly Right-of-Way line of said Latinette Lane, also being a point on said Northerly Right-of-Way line of Illinois Route 15; thence Southeasterly following along said Northeasterly Right-of-Way Line of Illinois Route 15 to the Southwest corner of Lot 24 of the Town and Country Assessment Plat No. 2 addition to the City of Belleville, also being a point the North Right-of-Way line of Illinois Route 13 (North Belt West); thence Easterly following along said North Right-of-Way line of Illinois Route 13 to a point on the East Right-of-Way line of Sheffield Drive; thence Northerly along said East Right-of-Way line of Sheffield Drive to a point on the South Right-of-Way line of Westchester Drive; thence Easterly following along said South Right-of-Way line of Westchester Drive to the West Right-of-Way line of South Seventy-Fourth Street; thence Easterly to the North most corner of Parcel ID 07120310001, also being a point on the Southwesterly Right-of-Way line of the Illinois Central Gulf Railroad; thence Easterly to the South corner of Parcel ID 07120305005, also being a point on the Northeasterly Right-of-Way line of the Illinois Central Gulf Railroad; thence Southeasterly following along said Northeasterly Right-of-Way line of the Illinois Central Gulf Railroad to the South corner of Lot 27 of the Pinecrest Subdivision to the City of Belleville; thence Northerly along the East line of said Lot 27 to the Northwest corner of Lot 24 of said Pinecrest Subdivision to the City of Belleville; thence Easterly along the North line of said Lot 24 to the Northeast corner of said Lot 24, also being the West Right-of-Way line of Brittany Lane, a 50 foot wide street; thence Easterly to a point on the East Right-of-Way line of said Brittany Lane, also being the Northwest corner of Lot 23 of said Pinecrest Subdivision to the City of Belleville; thence Easterly along the North line of said Lot 23 to the Northeast corner of said Lot 23 of said Pinecrest Subdivision to the City of Belleville, also being on the West line of Lot 4 of the Ogles, Atlee Subdivision 12<sup>th</sup> Addition to the City of Belleville; thence Northerly along the West line of said Lot 4 to the Northwest corner of said Lot 4 of said Ogles, Atlee Subdivision 12<sup>th</sup> Addition;

thence Easterly along the North line of said Lot 4 to the Northeast corner of Lot 6 of said Ogles, Atlee Subdivision 12<sup>th</sup> Addition; thence Northeasterly along the Northerly line of Lot 309 of the Ogles, Atlee Subdivision 7<sup>th</sup> Addition to the City of Belleville to the North corner of said Lot 309; thence Southeasterly along the Northeasterly line of Lots 309 and 308 of said Ogles, Atlee Subdivision 7<sup>th</sup> Addition to the Northeast corner of said Lot 308; thence Southerly along the East line of said Lot 308 to the Southeast corner of said Lot 308 of said Ogles, Atlee Subdivision 7<sup>th</sup> Addition; thence Easterly along said subdivision line to the Southeast corner of Lot 1 of the Raintree Subdivision to the City of Belleville; thence Northwesterly along the East line of said Lot 1 to the Northeast corner of said Lot 1, also being the Westerly Right-of-Way of Raintree Woods Drive, a 50 foot wide street; thence Northeasterly at a right angle from said Westerly Right-of-Way to a corner of the Easterly Right-of-Way of said Raintree Woods Drive, also being the West line of Out Lot A of the Ogle Tracts A. P. to the City of Belleville; thence Northerly following along the West line of said Out Lot A to the Northwest corner of said Out Lot A; thence Easterly following along the North line of said Out Lot A to the East most corner of said Out Lot A, also being the Westerly Right-of-Way Line of Frank Scott Parkway West; thence Southeasterly to a point on the Easterly Right-of-Way line of said Frank Scott Parkway West, also being the Northwest corner of Parcel ID 08070305047; thence Southwesterly along said Easterly Right-of-Way line of Frank Scott Parkway West to the Southwest corner of Parcel ID 08070305049; thence Easterly along the South line of said Parcel ID 08070305049 to the Southeast corner of said Parcel ID 08070305049; thence Northerly along the East line of said Parcel ID 08070305049 to the Southwest corner of Lot 24 of Northbelt Homesites Subdivision to the City of Belleville; thence Easterly along the South line of said Lot 24 to the West Right-of-Way line of South Forty-Seventh Street; thence Southerly along said West Right-of-Way line of South Forty-Seventh Street to the Northeast corner of Lot 4 of said Northbelt Homesites Subdivision; thence Easterly to the Northeast corner of Lot 23 of said Northbelt Homesites Subdivision; thence Easterly to the South corner of Parcel ID 08070420028; thence Northeasterly along the Southerly line of said Parcel ID 08070420028 to the Southerly Right-of-Way line of Washington Street; thence Northwesterly following along said Southerly Right-of-Way line of Washington Street to the North corner of Lot 1 of Block 4 of the Schmisiseurs Subdivision of the SW  $\frac{1}{4}$  of Section 7 & 8 to the City of Belleville, also being a point on the Easterly Right-of-Way line of South Fifty-First Street; thence Northwesterly the Southeast corner of Lot 14 of Block 2 of said Schmisiseurs Subdivision of the SW  $\frac{1}{4}$  of Section 7 & 8 to the City of Belleville, also being a point on the Westerly Right-of-Way line of South Fifty-First Street; thence Northeasterly along said Westerly Right-of-Way line of South Fifty-First Street to the Northeast corner of Lot 9 of said block and subdivision, also being the South line of a 15 foot wide Alley; thence Northwesterly along said South line of a 15 foot wide Alley to the North corner of Lot 8 of Block 1 of said Schmisiseurs Subdivision of the SW  $\frac{1}{4}$  of Section 7 & 8 to the City of Belleville, also being the Easterly Right-of-Way line of South Fifty-Third Street; thence Southwesterly along said Easterly Right-of-Way line of South Fifty-Third Street a distance of 75 feet; thence Northwesterly to a point on the Westerly Line of said Fifty-Third Street, also being the South corner of Lot 6J of the Belleville Township Section 6 and 7 Addition to the City of Belleville; thence Northwesterly along the Southwesterly line of said Lot 6J to the northwest corner of said

Lot 6J; thence Southwesterly to the South corner of Lot 6L of said Belleville Township Section 6 and 7 Addition to the City of Belleville; thence Northwesterly along the Southwesterly line of said Lot 6L to the West corner of said Lot 6L; thence Northeasterly along the Northwesterly line of said Lot 6L to the South corner of Lot 6N of said Belleville Township Section 6 and 7 Addition to the City of Belleville; thence Northwesterly along the Southwesterly line of said Lot 6N to the West corner of said Lot 6N; thence Southwesterly to the South corner of Lot D of the John S. Siddalls Addition to the City of Belleville; thence Northwesterly along the Southwesterly line of said Lot D to the Easterly Right-of-Way line of South Fifty-Fourth Street; thence Southwesterly along said Easterly Right-of-Way line of South Fifty-Fourth Street to the Easterly Right-of-Way line of the Southern Railroad Company; thence Northwesterly following along said Easterly Right-of-Way line of the Southern Railroad Company to the Northerly Right-of-Way line of South Fifty-Seventh Street; thence Westerly to the Southeast corner of Parcel ID 07120414003; thence Westerly following along the Southerly line of said Parcel ID 07120414003 to the Northwest corner of said Parcel ID 07120414003; thence Easterly along the Northerly line of said Parcel ID 07120414003 to the Easterly Right-of-Way line of the Southern Railroad Company; thence Northwesterly following along said Easterly Right-of-Way line of the Southern Railroad Company to the West most corner of Part 4 of the Belleville Township Section 12 Addition to the City of Belleville; thence Northeasterly following along the Northerly line of said Part 4 to the Westerly Right-of-Way line of Foley Drive; thence Northwesterly following along said Westerly Right-of-Way line of Foley Drive to North corner of Lot 1 of the Kathy Subdivision to the City of Belleville; thence Northerly to the South corner of Lot 70 of the Ogle Place First Addition to the City of Belleville, also being a point on the Northerly Right-of-Way line of South Seventy-Fourth Street; thence Northeasterly along said Northerly Right-of-Way line of South Seventy-Fourth Street to the Easterly line of a 16 foot wide alley; thence Northwesterly following along said Easterly line of a 16 foot wide alley to the Southerly Right-of-Way line of Seventy-Eighth Street, also being the West corner of Lot 24 of the Ogle First Addition to the City of Belleville; thence Northwesterly to the South corner of Lot 1 of the Edmund Goeddes Subdivision to the City of Belleville; thence Northwesterly along the Southwesterly line of said Lot 1 to the Northwest corner of Lot 4 of said Subdivision; thence Southwesterly to the Southeast corner of Lot 23 of the Juanita Place Annex to the City of Belleville; thence Northwesterly along the Northeasterly line of said Lot 23 to the Northeast corner of Lot 6 of said Subdivision; thence Southwesterly along the Northerly line of said Lot 6 to the South corner of Lot 3 of said Subdivision; thence Northwesterly along the Southerly line of said Lot 3 to the West corner of Lot 1 of said subdivision; thence Northeasterly to the South corner of Lot 29 of the Belleville Township Section 1, 2, 3 & 10 Addition to the City of Belleville; thence Northwesterly along the Southerly line of said Lot 29 to the West corner of said Lot 29; thence Southwesterly to the South corner of Lot 4 of the Juanita Place Addition to the City of Belleville; thence Northwesterly along the Southerly line of said Lot 4 to the Southerly Right-of-Way line of South Eighty-First Street (also known as Juanita Place); thence Northerly to the South corner of Lots 7 thru 9 of the Juanita Place Addition to the City of Belleville; thence Northwesterly along the Southerly line of said Lots 7-9 to the Southerly Right-of-Way line of Juanita Place; thence Northwesterly to the South corner of Lot 50 of the Juanita place Addition to the City of

Belleville; thence Northwesterly along the Southerly line of said Lot 50 to the West corner of Lot 51 of said Subdivision; thence Northeasterly along the northerly line of said Lot 51 to the Northeasterly line of a 16 foot wide Alley; thence Northwesterly following along the Northeasterly line of said Alley to the Southerly Right-of-Way line of Eighty-Ninth Street, a 50 foot wide Street, also being the Northwest corner of Lot 48 of the Woodside Subdivision to the City of Belleville; thence continuing Northwesterly 60 feet to a point on the Northerly Right-of-Way line of said Eighty-Ninth Street; thence continuing Northwesterly to the Northeast corner of Lot 8 of the Signal Hill Park Subdivision to the City of Belleville: thence Southwesterly along the North line of said Lot 8 to the Northwest corner of Parcel ID 02350422040; thence Northwesterly to the Southwest corner of Parcel ID 02350422048; thence Northeasterly along the South line of said Parcel ID 02350422048 to the Southeast corner of said Parcel ID 02350422048; thence Southeasterly to the Northwest corner of Parcel ID 02350422037; thence northeasterly along the Northerly line of said Parcel Id 02350422037 to the Southwest corner of Parcel ID 02350422002; thence Northwesterly along the Southwesterly line of said Parcel ID 02350422002 to the Northwest corner of said Parcel ID 02350422002; thence Northeasterly to the Southwest corner of Lot 27 of the Bennetts Subdivision to the City of Belleville; thence Northeasterly along the Southerly line of said Lot 27 to the Southwest corner of Lot 1 of said subdivision, also being the Northerly line of a 15 foot wide Alley; thence Northwesterly following along said Northerly line of a 15 foot wide Alley to the Southerly Right-of-Way line of Ninety-Fifth Street; thence Northerly to the Southwest corner of Lot 8 of the Glenview Park Subdivision to the City of Belleville; thence Northerly along the Westerly line of said Lot 8 to the Northwest corner of Lot 9 of said subdivision; thence Easterly along the North line of said Lot 9 to the Southwest corner of Lot 10 of said subdivision; thence Northerly along the West line of said Lot 10 to the South Right-of-Way line of Glenview Drive, a 50 foot wide street; thence Northerly to the Southwest corner of Lot 11 of said Glenview Park Subdivision; thence Northerly along the West line of said Lot 11 to the Northwest corner of Lot 18 of said subdivision; thence Northwesterly to the Southwest corner of Lot 4 of Block 2 of the Park View Subdivision to the City of Belleville; thence Northerly along the West line of said Lot 4 to the South Right-of-Way line of Ninety-Seventh Street; thence Northerly to the Southwest corner of Lot 7 of said Park View Subdivision, also being the North Right-of-Way line of Ninety-Seventh Street; thence Northerly to the Northwest corner of Lot 1 of said Park View Subdivision, also being the South Right-of-Way line of Ninety-Eighth Street; thence Westerly along said South Right-of-Way line of Ninety-Eighth Street to the Northwest corner of Lot 33 of said Park View Subdivision; thence Northerly to the Southwest corner of Lot 12 of the J.T. Donovans Re-Subdivision to the City of Belleville, also being the East line of a 20 foot wide Alley; thence Northerly following along East line of said 15 foot wide Alley to the Northwest corner of Lot 32 of said J.T. Donovans Re-Subdivision, also being the South Right-of-Way line of One Hundred and First Street, a 40 feet wide street; thence Northerly a distance of 40 feet to a point on the North Right-of-Way line of said Hundred and First Street; thence Westerly along said North Right-of-Way line to the Southwest corner of Lot 2 of the Granvue Park Subdivision to the City of Belleville; thence Northerly along the West line of said Lot 2 the Northwest corner of said Lot 2, also being the South Right-of-Way line of Granvue Drive, a 50 foot wide street; thence Northerly distance of 50 feet to a point on the North

Right-of-Way line of said Granvue Drive; thence Westerly along said North Right-of-Way line to the Southwest corner of Lot 28 of said Granvue Park Subdivision; thence Northerly along the West line of said Lot 28 to the Northwest corner of said Lot 28; thence Westerly to the Southwest corner of Lot 30 of said Granvue Park Subdivision; thence Northerly along the West line of said Lot 30 to the Northwest corner of Lot 31 of said Granvue Park Subdivision; thence Westerly along the North subdivision line to the Northeast corner of Lot 32 of said Granvue Park Subdivision; thence Northerly to the Southwest corner of Lot 27 of the Harper Hills Addition to the City of Belleville; thence Easterly along the South line of said Lot 27 to the Southeast corner of said Lot 27; thence Northerly along the East line of said Lot 27 to the Northeast corner of said Lot 27; thence Northerly to the West corner of Part 31 Out lot of said Harper Hills Addition, also being Parcel ID 02260424019; thence Easterly following along the South line of said Part 31 to the East corner of said Part 31; thence Northwesterly along the Northwest line of said Part 31 to the West corner of Lot 9 of said Harper Hills Addition; thence Southwesterly to South corner of Lot 10 of said Harper Hills Addition; thence Northwesterly along the Southwest line of said Lot 11 to the Southeasterly Right-of-Way line Illinois Route 157; thence Northeasterly following along said Southeasterly Right-of-Way to the North corner of said Lot 9 of said Harper Hills Addition, also being the Southwesterly Right-of-Way line of West Main Street; thence Southeasterly along said Southwesterly Right-of-Way line of West Main Street a distance of 157.25 feet; thence Northeasterly to a point of intersection of the Southeasterly Right-of-Way line of Eighty-Ninth Street and Northeasterly Right-of-Way line of West Main Street; thence continuing Northeasterly along said Southeast Right-of-Way line of Eighty-Ninth Street to the West corner of Lot 30 of the Harper Hills Subdivision to the City of Belleville; thence Southeasterly along the Southwest line of said Lot 30 of said Harper Hills Subdivision to the South corner of said Lot 30; thence Southwesterly to the North corner of Lot 25 of said Harper Hills Subdivision; thence Southeasterly to the South corner of Lot 21 of said Harper Hills Subdivision; thence Northeasterly to the Southwest corner of Lot 9 of the Hill Top View Subdivision to the City of Belleville; thence Easterly following along the South line of said Lot 9 to the West line of Lot 12 of said Hill Top View Subdivision; thence Southerly to the Southwest corner of said Lot 12; thence Southeasterly to the South corner of said Lot 12; thence northeasterly following along the Easterly line of said Lot 12 to the West corner of Lot 10 of the Harper Hills Subdivision to the city of Belleville; thence Southeasterly along the South line of said Lot 10 the Northerly Right-of-Way of Drew Lane; thence Southeasterly to the North corner of Lot 5 of said Harper Hills Subdivision; thence Southeasterly along the Northeasterly line of said Lot 5 to the Southeast corner of said Lot 5, also being the North Right-of-Way line of Lebanon Road; thence Easterly following along said North Right-of-Way line to the Southwest corner of Lot 76 of the Hill Top Subdivision to the City of Belleville; thence South to the Northwest corner of Parcel ID 02250315008, also being the South Right-of-Way line of Lebanon Road; thence South along the West line of said Parcel to the Southeast corner of Parcel ID 02260426001; thence Westerly along the South line of said Parcel ID 02260426001 to the Southwest corner of said Parcel, also being the Easterly Right-of-Way of West Main Street; thence Southerly following along said Easterly Right-of-Way line of West Main to the Southwest of corner of Parcel ID 02360100022, also being the north line of a 10 foot wide Alley; thence Easterly along said North line a distance of 153

feet to the East line of a 12 foot wide Alley; thence Southerly following along said East line of a 12 foot alley to the North Right-of-Way line of North Ninety-Eighth Street; thence Southerly to a point on the South Right-of-Way line of said Ninety-Eighth Street, also being the Easterly line of a 12 foot wide Alley; thence Southerly following along said Easterly line of a 12 foot wide Alley to the North Right-of-Way line of North Ninety-Sixth Street; thence Southerly to a point on the South Right-of-Way line of said Ninety-Sixth Street, also being the Easterly line of a 12 foot wide Alley; thence Southerly along said Easterly line to the Northwest corner of Lot 16 of Block 1 of the Glen Echo Heights Subdivision to the City of Belleville; thence Southerly to the Southeast corner of Lot 1 of said Block of said Glen Echo Heights Subdivision, also being the North Right-of-Way line of Ninety-Fifth Street; thence Easterly along said North Right-of-Way line to the Southeast corner of Lot 16 of said Block and Subdivision; thence Southerly to a point on the South Right-of-Way line of Ninety-Fifth Street, also being the Westerly line of a 15 foot wide Alley; thence Southerly along said Westerly line a distance of 160 feet; thence Easterly a distance of 195 feet to the Northeast corner of Parcel ID 02350420012; thence Southerly along the East line of said Parcel ID 02350420012 to the Southeast corner of said parcel; thence Southwesterly along the South line of said parcel to the Easterly Right-of-Way Line of West Main Street; thence Southerly following along said Easterly Right-of-Way line to the Northwest corner of Parcel ID 07010109029; thence Easterly along the North line of said parcel to the Northeast corner of said Parcel; thence Southeasterly along the East line of said Parcel to the Northwest corner of Lot 5 of the Kil-Mar Woods Subdivision to the City of Belleville; thence Southeasterly following along the Westerly line of said Lot 5 to the South most corner of said Lot 5; thence Southeasterly a distance of 16 feet to a point on the north line of Lot 2 of the Oak Knoll Subdivision to the City of Belleville; thence Northeasterly along the North line of said Lot 2 to the Northeast corner of said Lot 2; thence Southeasterly along the Easterly line of said Lot 2 to the North most corner of Lot 8 of said Oak Knoll Subdivision; thence Southerly following along the South line of said Lot 8 to the Northerly Right-of-Way line of Oak Knoll Place; thence Southwesterly following along said Northerly right-of-Way line a distance of 129.5 feet; thence Southeasterly to the North corner of Lot 34 of said Oak Knoll Subdivision; thence Southeasterly along the Northeasterly line of said Lot 34 to the Southeast corner of said Lot 34; thence Northeasterly to the Southwest corner of Lot 31 of said Oak Knoll Subdivision; thence Southeasterly along the south line of said Lot 31 to the South corner of Lot 29 of said Oak Knoll Subdivision; thence Westerly to the East line of a 16 foot wide Alley; thence Southerly to the North corner of Lot 9 of Block 3 of the Morningside Subdivision to the city of Belleville, also being the Westerly line of a 16 foot wide Alley; thence Southeasterly along said Westerly line of a 16 foot wide Alley to the North Right-of-Way line of Eighty-Second Street; thence Southeasterly to a point on the South Right-of-Way line of Eighty-Second Street, also being the Easterly line of a 16 foot wide Alley; thence Southeasterly following along said Easterly line of a 16 foot wide alley to the South Right-of-Way line of North Seventy-Ninth Street; thence Westerly along said South Right-of-Way line to the Westerly line of a 20 foot wide Alley; thence Southeasterly following along said Westerly line of a 20 foot wide alley to a point on the Northerly line of Parcel ID 07010311055; thence Northeasterly along said Northerly line to the Northeast corner of said parcel; thence Southeasterly along the Easterly line of said parcel to the East corner of Parcel ID 07010311030;

thence Southwesterly along the southerly line of said Parcel ID 07010311030 to the Westerly line of a 16 foot wide Alley; thence Southeasterly along said Westerly line to the Northerly Right-of-Way line of Seventy-Fifth Street; thence Northeasterly along said Northerly Right-of-Way line a distance of 50 feet; thence Southerly to the North corner of Parcel ID 07010401001; thence Southerly long the East line of said Parcel ID 07010401001 to a point on the North line of Parcel ID 07010401006; thence Northeasterly along said North line of Parcel ID 07010401006 to the North corner of said Parcel; thence Southeasterly along the East line of said Parcel to the Northerly Right-of-Way line of North Seventy-Fourth Street; thence Northeasterly following along said Northerly Right-of-Way line to Westerly Right-of-Way line of Seventy-Second Street; thence Southerly following along said Westerly Right-of-Way line of Seventy-Second Street to the Southeast corner of Lot 27 of the Harmony Heights Subdivision to the City of Belleville; thence Easterly to the Southwest corner of Lot 26 of said Harmony Heights Subdivision; thence Easterly along the South line of said Lot 26 to the northeast corner of Lot 1 of the Lakewood Place 1<sup>st</sup> Addition to the City of Belleville; thence Southerly along the East line of said Lot 1 to the Southwest corner of Lot 10 of said Lakewood Place 1<sup>st</sup> Addition; thence Easterly along the South line of said Lot 10 to the Southeast corner of Lot 8 of said Lakewood Place 1<sup>st</sup> Addition; thence Southwesterly to the West corner of Parcel ID 07010413029; thence Southeasterly to the South corner of said Parcel ID 07010413029; thence Northeasterly to the West corner of Lot 4A of the Lakewood Place 5<sup>th</sup> Addition to the City of Belleville; thence Southeasterly along the Westerly line of said Lot 4A to the Northerly Right-of-Way line of Lakeview Drive; thence Southeasterly to a point of Tangent of a curve on the Easterly Right-of-Way line of West C Street; thence Southeasterly following along said Easterly Right-of-Way of West C Street to the Northwest corner of Lot 35 of the Lakewood Place 4<sup>h</sup> Addition to the City of Belleville; thence Southeasterly following the Southerly line of said Lot 35 to the Southeast Corner of said Lot 35; thence Easterly to the Northeast corner of Parcel ID 07010424007; thence Southerly along the East line of said Parcel ID 07010424007 to the Northeast corner of Lot 65 of the Penns Second Subdivision to the City of Belleville; thence Southerly along the East line of said Lot 65 to the Northerly Right-of-Way line of North Sixty-Sixth Street; thence Easterly following along said Northerly Right-of-Way line of North Sixty-Sixth Street to the South most corner of Parcel ID 07120212046; thence Southerly to a point of intersection of the centerline of Sixty-Sixth Street and the Southwesterly line of Parcel ID 08070100043; thence Southeasterly along said Southwesterly line to the West corner of Lot 1 of the AcardiPlace Subdivision to the City of Belleville; thence Southwesterly to the point of intersection with the Southwesterly right-of-Way line of West C Street and the Northwesterly line of a 50 foot wide dedicated Street (82<sup>nd</sup>); thence Southwesterly along said Northwesterly line of a 50 foot wide dedicated Street (82<sup>nd</sup>) a distance of 170 feet; thence Southeasterly 50 feet to the Southerly line of a 20 foot wide Alley, also being the North corner of Lot 16 of the Penns Subdivision to the City of Belleville; thence Southeasterly following along said South line of a 20 foot wide alley to the Northerly Right-of-Way line of Eightieth Street, a 30 foot wide street; thence Northeasterly along said Northerly line to a point on the Easterly line of a 20 foot wide Alley; thence Southeasterly along said Easterly line to the South corner of Lot 21 of the Penns Second Subdivision to the City of Belleville; thence Northeasterly along the Southerly line of said Lot 21 a distance of 909 feet to the

Southeast corner of Lot 4A of the St. Clair Township Section 7 Addition to the City of Belleville; thence South to the Intersection of the Centerline of Dutch Hollow Road; thence Southerly to the point of Curvature of the Easterly Right-of-Way line of said Dutch Hollow Road; thence Southerly following along said Easterly Right-of-Way line to the Northwest corner of Part 8 of the Schmisieurs Subdivision to the City of Belleville; thence Southerly and Easterly following along the Southerly line of said Part 8 to the Southeast corner of said Part 8; thence Northerly along the East line of said Part 8 to the South Right-of-Way Line of Avery Hill Road; thence Northeasterly following along said South Right-of-Way line to the Southwest corner of Parcel ID 08070208006; thence Southeasterly along the Southwesterly line of said Parcel to the South corner of Parcel ID 08070208003; thence Southeasterly to the South corner of Parcel ID 08070208009; thence Northeasterly along the Southeasterly line of said Parcel ID 08070208009 to the North corner of Parcel ID 08070208019; thence Southeasterly along the Northeasterly line of said Parcel ID 08070208019 to the South corner of Parcel ID 08070207011; thence Northeasterly along the Southeasterly line of said Parcel ID 08070207011 to the South corner of Parcel ID 08070207016; thence Northerly following along the Southerly line of said Parcel ID 08070207016 to a point on the Southerly line of Parcel ID 08070207006; thence Southeasterly along the Southerly line of said Parcel ID 08070207006 to the South corner of said parcel; thence Northwesterly following along the Northeasterly line of said parcel to the North corner of said Parcel ID 08070207006; thence Northeasterly a distance of 6.7 feet to the East corner of Parcel ID 08070207019; thence Northwesterly following along the Northeasterly line of said Parcel ID 08070207019 to the North corner of said parcel; thence Southwesterly along the Northwesterly line of said parcel to the West corner of said Parcel ID 08070207019, also the South corner of Parcel ID 08070207013; thence Northwesterly along the Southwesterly line of said Parcel ID 08070207013 to the Southeasterly Right-of-Way line of Dutch Hollow Road; thence Northeasterly following along said Southeasterly Right-of-Way line of Dutch Hollow Road to the Southerly Right-of-Way Line of Mount Pleasant Lane; thence Easterly following along said Southerly Right-of-Way Line of Mount Pleasant Lane to a point of intersection with the East line of Parcel ID 08060400031; thence Northerly to the Southeast corner of said Parcel ID 08060400031; thence continuing Northerly along the East line of said Parcel to the South most corner of Parcel ID 08060400059; thence Easterly following the Southerly line of said Parcel ID 08060400059 to the Northeast corner of said parcel; thence Westerly along the North line of said parcel the intersection of the Southerly line of Parcel ID 08060400015; thence Northeasterly along the Southerly line of said Parcel ID 08060400015 to the East most corner of said parcel; thence Northwesterly along the Northeasterly line of said parcel to the North corner of Parcel ID 08060400014; thence Southwesterly to the Southeast corner of Parcel ID 08060400013; thence Northwesterly following the northeasterly line of said Parcel ID 08060400013 to the South Right-of-Way line of Illinois Route 161; thence North to a point of intersection of the Centerline of the Bi-State Development Metrolink Expansion tracks and the South line of Parcel ID 08060600002; thence Easterly following along said Northerly Right-of-Way of the Bi-State Development Metrolink Expansion to the Northwesterly Right-of-Way line of Frank Scott Parkway West, also being the East most corner of Parcel ID 08050600001; thence Northeasterly to the South corner of Parcel ID 08050301003; thence

Northwesterly along the Southwesterly line of said Parcel ID 08050301003 a distance of 201.8 feet to the South corner of Parcel ID 08050301012; thence Westerly following the Southerly and Westerly line of said Parcel ID 08050301012 to the Northwest corner of said parcel, also being the Southwest corner of Lot 10A of the Turtle Creek Subdivision to the City of Belleville; thence Easterly following along the South line of said Turtle Creek Subdivision to the Westerly Right-of-Way line of Frank Scott Parkway West; thence Northerly following along said Westerly Right-of-Way line to the Southeast corner of Parcel ID 8050300033; thence Westerly along the South line of said Parcel ID 8050300033 to the Southwest corner of Parcel ID 08050300031; thence Northerly along the West line of said Parcel ID 08050300031 to the Northwest corner of said parcel; thence Easterly along the North line of said Parcel the Westerly Right-of-Way line of Frank Scott Parkway West; thence continuing Easterly a distance of 5 feet and parallel to said Right-of-Way line; thence Southwesterly following along said Westerly Right-of-Way line of Frank Scott Parkway and 5 feet parallel to the East corner of Parcel ID 08050301003; thence continuing Southwesterly and parallel to the Westerly Right-of-Way line a distance of 59.27 feet; thence Southeasterly to a point on the Easterly Right-of-Way line of said Frank Scott Parkway West, also being the Northwest corner of Part 4 of the Belleville Township Section 5, 6, 8 & 9 (known as Parcel ID 08050302001); thence Easterly following along the North line of said parcel to the Northeast corner of said parcel; thence Southerly along the East line of said Parcel the Northerly Right-of-Way line of the Bi-State Development Metrolink Expansion; thence Westerly following along said Northerly Right-of-Way line of the Bi-State Development Metro-Link to the Northwesterly Right-of-Way line of Frank Scott Parkway West; thence Southwesterly to a point of intersection with the Southerly Right-of-Way line of said Bi-State Development Metrolink Expansion and the Northwesterly Right-of-Way line of said Frank Scott Parkway West; thence Southwesterly following along said Northwesterly Right-of-Way line of Frank Scott Parkway West to Easterly Right-of-Way line of Illinois Route 161; thence Southeasterly to the point of intersection with the Easterly Right-of-Way line of said Illinois route 161 and Southeasterly Right-of-Way line of said Frank Scott Parkway West; thence Southwesterly to the Northeast corner of Lot 18 of the Schickedanz 8<sup>th</sup> Addition to the City of Belleville, also being the Westerly Right-of-Way line of said Illinois Route 161; thence Northwesterly along said Westerly Right-of-Way line of Illinois Route 161 a distance of 85.14 feet to the Southeasterly Right-of-Way line of Frank Scott Parkway West; thence Southwesterly along said Southeasterly Right-of-Way line of Frank Scott Parkway West to West line of the Schickedanz 8<sup>th</sup> Addition to the City of Belleville; thence South following said West line of the Schickedanz 8<sup>th</sup> Addition to the Northeast corner of Parcel ID 08070209012; thence Westerly along the North line of said Parcel ID 08070209012 to the Northwest corner of said parcel; thence Southerly along the West line of said Parcel ID 08070209012 to the Northeast corner of Parcel ID 08070403011; thence Westerly along the North line of said Parcel ID 08070403011 to the Easterly Right-of-Way line of Darpon Drive; thence Northwesterly following along said Easterly Right-of-Way line of Darpon Drive to the Southeasterly Right-of-Way line of Frank Scott Parkway West; thence Southwesterly following along said Southeasterly Right-of-Way line of Frank Scott Parkway West to the Northeasterly Right-of-Way line of West Main Street; thence Southeasterly following along said Northeasterly Right-of-Way line of West Main Street to Southwest corner of Parcel ID 08070400036; thence

Northeasterly following along the Westerly line of said Parcel ID 08070400036 to the North corner of Parcel ID 08070400003; thence Easterly following along the Northerly line of said Parcel ID 08070400003 to the Northeast corner of said parcel; thence Southerly along the Easterly line of said Parcel ID 08070400003 to the Southwest corner of the Parkridge Condominium Phase 2 Addition to the City of Belleville; thence Easterly along the South line of said Parkridge Condominium Phase 2 Addition to the Northwest corner of Lot 14 of the Oak Ridge Heights Subdivision to the City of Belleville; thence Southwesterly along the Northwesterly line of said Oak Ridge Heights Subdivision to the Northerly line of a 16 foot wide Alley; thence Southeasterly along said North line of a 16 foot Alley to the Northwesterly Right-of-Way line of North Forty-Ninth Street; thence Northeasterly along said Northwesterly Right-of-Way line to the intersection of the Northeasterly Right-of-Way line of Water Street; thence Southeasterly following along said Northeasterly Right-of-Way line of Water Street to the West corner of Lot 20 of the Schmisser and Dekums 3<sup>rd</sup> Addition to the City of Belleville; thence Northeasterly along the Northwesterly line of said Lot 20 to the North corner of said Lot 20; thence Southeasterly along the Northeasterly line of said Lot 20 the Northwesterly Right-of-Way line of North Forty-Seventh Street; thence Northeasterly along said Northwesterly Right-of-Way line of North Forty-Seventh Street to the Southwesterly Right-of-Way line of Bier Street, a 40 wide street; thence Northwesterly along said Southwesterly Right-of-Way line of Bier Street a distance of 120.1 feet; thence Northeasterly at a right angle a distance of 40 feet to a point on the Northeasterly Right-of-Way line of said Bier Street; thence Continuing Northeasterly a distance of 150 feet to a point on the southerly line of Lot 11 of Part of Lot 7B of Section 7, 1 & 8 to the City of Belleville; thence Southeasterly along the Southerly line of said Lot 11 to the Northwesterly Right-of-Way line of North Forty-Seventh Street; thence Northeasterly along said Northwesterly Right-of-Way line of North Forty-Seventh Street a distance of 65 feet; thence Easterly to the Southwest corner of Lot 21 of the Montrose Subdivision to the City of Belleville, also being the Northerly Right-of-Way line of Gray Street; thence Easterly along said Northerly Right-of-Way line of Gray Street to the East Right-of-Way line of North Forty-Sixth Street; thence Southerly following along said East Right-of-Way line of North Forty-Sixth Street to the Southwest corner of Lot 53 of said Montrose Subdivision, also the North line of a 15 foot wide Alley; thence Easterly following along said North line to the West Right-of-Way line of Forty-Fifth Street, a 50 foot wide street; thence Northerly along said West Right-of-Way line a distance of 160 feet; thence Easterly a distance of 50 feet to a point on the Easterly Right-of-Way line of Forty-Fifth Street; thence continuing Easterly to the West line of 15 foot wide Alley; thence Southerly along said West line of a 15 foot alley to the point of intersection with the South line of Lot 114 of said Montrose Subdivision; thence Easterly along the South line of said Lot 114 to the West Right-of-Way line of North Forty-Fourth Street, a 50 foot wide street; thence Easterly at a right angle a distance of 50 feet to a point on the Easterly Right-of-Way line of said North Forty-Fourth Street; thence Southerly along said East Right-of-Way line or North Forty-Fourth Street to the Southwest corner of Lot 161 of said Montrose Subdivision; thence Easterly following along the Southerly line of said Lot 161 to the Southeast corner of said Lot 161, also being the Southwest corner of Lot 3 of the Schickedanz 6<sup>th</sup> Addition to the City of Belleville; thence Easterly along the South line of said Lot 3 to the West Right-of-Way line of North Forty-Third Street, a 50

foot wide street; thence Northerly along said West Right-of-Way line of North Forty-Third Street to the Northeast corner of Lot 5 of said Schickedanz 6<sup>th</sup> Addition; thence Easterly a distance of 50 feet to a point on the East Right-of-Way line of said North Forty-Third Street, also being the Southwest corner of Lot 35 of said Schickedanz 6<sup>th</sup> Addition; thence Easterly along the South line of said Lot 35 to the Southeast corner of said Lot 35, also being the East line of said Schickedanz 6<sup>th</sup> Addition; thence Northerly along said East line of the Schickedanz 6<sup>th</sup> Addition to the Northwest corner of Parcel ID 08080316049; thence Easterly along the North line of said Parcel ID 08080316049 to the Northeast corner of Lot 5 of Block 1 of the Royal Heights Subdivision to the City of Belleville; thence continuing Easterly a distance of 15 feet to the East line of a 15 foot wide Alley; thence Southerly following along said East line of a 15 foot wide Alley to the Northwest corner of Lot 7 of said Royal Heights Subdivision; thence Easterly along the North line of said Lot 7 to the West Right-of-Way line of North Fortieth Street, a 30 foot wide street; thence Easterly at a right angle a distance of 30 feet to a point on the East Right-of-Way Line of said North Fortieth Street; thence Southerly along said East Right-of-Way Line of North Fortieth Street to the Southwest corner of Parcel ID 08080318037; thence Easterly along the South line of said Parcel ID 08080318037 to the West Right-of-Way line of Royal Heights Road, a 66 foot wide street; thence Northerly along said West Right-of-Way line of Royal Heights Road to a point of intersection with the North line of Lot 33 of Mariknoll Subdivision to the City of Belleville; thence Easterly a distance of 66 feet to the Northwest corner of said Lot 33, also being the East Right-of-Way line of Royal Heights Road; thence Southerly along said East Right-of-Way line to the Southwest corner of Lot 35 of said Mariknoll Subdivision; thence Easterly along the south line of said Lot 35 to the Southeast corner of Lot 40 of said Mariknoll Subdivision; thence Northerly following along the East line of said Mariknoll Subdivision to the Northwest corner of Parcel ID 08080410073; thence Easterly along the North line of said Parcel ID 08080410073 to the West Right-of-Way line of Edwards Drive, a 50 foot wide street; thence Southerly a distance of 192 feet approximately along said West Right-of-Way line of Edwards Drive; thence Easterly a distance of 50 feet to a point on the East Right-of-Way line of Edwards Drive, also being the point of curvature on the West line of Lot 7 of the Christopher Heights 1<sup>st</sup> Addition to the City of Belleville; thence Easterly following along the South line of said Lot 7 to the Southeast corner of said Lot 7; thence Southerly a distance of 39.71 feet to a point on the North line of Parcel ID 08080410057; thence Easterly along the North line of said parcel to the Northeast corner of said Parcel ID 08080410057; thence Northerly to the Northwest corner of Parcel ID 08080410069; thence Easterly along the North line of said Parcel ID 08080410069 to a point on the Westerly line of the Mariknoll 1<sup>st</sup> Addition to the City of Belleville; thence Southeasterly following along the Westerly line of said Mariknoll 1<sup>st</sup> Addition to the Southwest corner of Lot 146 of said Mariknoll 1<sup>st</sup> Addition; thence Northeasterly along the South line of said Lot 146 to the Westerly Right-of-Way line of Buckingham Road; thence Northeasterly to the Southwest corner of Lot 125 of said Mariknoll 1<sup>st</sup> Addition, also being the North Right-of-Way line of Queensway Drive; thence Easterly following along said North Right-of-Way line of Queensway Drive to West Right-of-Way line of Tudor Drive; thence Northerly following along said West Right-of-Way line of Tudor Drive to the Southwesterly Right-of-Way line of Illinois Route 161; thence Northerly to the South most corner of Parcel ID 08080401001, also being

the Northeasterly Right-of-Way line of said Illinois Route 161; thence Northwesterly following along said Northeasterly Right-of-Way line of Illinois Route 161 to the Northwest corner of said Parcel ID 08080401001; thence Easterly along the North line of Said Parcel ID 08080401001 to a point on the Easterly Right-of-Way line of Sullivan Road; thence continuing Easterly to the Southwesterly Right-of-Way line of the Bi-State Development Agency Metrolink Expansion; thence Southeasterly following along said Southwesterly Right-of-Way line of the Bi-State Development Agency Metrolink Expansion to the Westerly Right-of-Way line of Old Caseyville Road; thence continuing Southeasterly following along said Southwest Right-of-Way line of the Bi-State Development Agency Metrolink Expansion to the Easternmost corner of Parcel ID 08090307021; thence Southwesterly along the East and South lines of said Parcel ID 08090307021 to the Northeast corner of Parcel ID 08090307006; thence Southerly along the East line of said Parcel ID 08090307006 to its intersection with the North property line of parcel ID 08090307017; thence Easterly along the North line of said Parcel ID 08090307017 to the Northeast corner of said parcel; thence Southerly along the East property line of said Parcel ID 08090307017 to the Southeast corner of said parcel; thence Easterly along the North lines of Parcel ID 08090307019 and 08090307008 to the Northeast corner of said Parcel ID 08090307008; thence Southerly along the East property line of said Parcel ID 08090307008 to the Southeast corner of said parcel, also being on the Northerly Right-of-Way line of Fullerton Road; thence Northwesterly following the Northerly Right-of-Way line of Fullerton Road to its intersection with the Northeasterly Right-of-Way line of Illinois Route 161; thence Northwesterly following the Northeast Right-of-Way line of said Illinois Route 161 to the Western most corner of Parcel ID 08090307019; thence Easterly along the North property line of Parcel ID 08090307019 to a point 3.00 feet west of the Southeast corner of Parcel ID 08090307017; thence Northerly along a line parallel to and 3.00 feet West of the east property line of said Parcel ID 08090307017 to a point 3.00 feet South of the Northerly property line of said parcel; thence Southwesterly along a line parallel to and 3.00 feet South of the Northeast property line to its intersection with the West property line of said parcel; thence continuing along a line parallel to and 3.00 feet South of Parcel ID 08090037017 a distance of 3.00 feet; thence Northerly along a line parallel to and 3.00 feet West of the Easterly property line of parcel ID 08090307006 to the Southerly property line of parcel ID 0809030721; thence continuing Northerly along a line parallel to and 3.00 feet West of the Easterly property line of parcel ID 08090307006 a distance of 3.00 feet; thence Northeasterly along a line parallel to and 3.00 feet Northwesterly of the Southeasterly property line of parcel ID 0809030721 to a point 3.00 feet West of the Southeasterly property line of said parcel; thence Northeasterly along a line parallel to and 3.00 feet Northwest of the Southeasterly property line of said parcel to a point 3.00 feet Southwesterly of the Southwest Right-of-Way line of the Bi-State Development Agency Metrolink Expansion; thence along a line parallel to and 3.00 feet Southwest of the Southwest Right-of-Way line of the B-State Development Agency Metrolink Expansion to the Westerly Right-of-Way line of Old Caseyville Road; thence Southwesterly following along said Westerly Right-of-Way line of Old Caseyville Road to the Northeasterly Right-of-Way line of Illinois Route 161; thence Northwesterly following along said the Northeasterly Right-of-Way line of Illinois Route 161 to a point being 5 foot and Southeasterly of the South most corner of Parcel

ID 08080401001; thence Southerly to a point being 5 feet Easterly and parallel to the Westerly Right-of-Way line of Tudor Drive; thence Southerly following along 5 feet Easterly and parallel said Westerly Right-of-Way line of Tudor Drive to a point 5 feet Easterly of the Southeast corner of Lot 238 of the Mariknoll 4<sup>th</sup> Addition to the City of Belleville; thence Easterly to the Northeast corner of Parcel ID 08080417021; thence Southerly following along the East line of said Parcel ID 08080417021 to the Southeast corner of said parcel; thence Southerly to the Northeast corner of Parcel ID 08080418003; thence Easterly to the Northwest corner of Parcel ID 08090305001, also being the South Right-of-Way line of Donna Drive; thence Easterly following along said South Right-of-Way line of Donna Drive to the West Right-of-Way line of Old Caseyville Road; thence Southerly along said West Right-of-Way line of Old Caseyville Road to the North Right-of-Way line of North Belt West; thence Westerly following said North Right-of-Way line of North Belt West to the Southwest corner of Parcel Id 08080418003; thence Southerly at a right angle to a point on the South Right-of-Way line of said North Belt West; thence Westerly along said South Right-of-Way line of said North Belt West to the Northeast corner of Lot 1 of the Belleville Township Section 17 Addition to the city of Belleville; thence Southerly along the East line of said Lot 1 to the Southeast corner of said Lot 1; thence Westerly along the South line of said Lot 1 to a point on the West Right-of-Way line of Canterbury Drive; thence Northerly along said the West Right-of-Way line of Canterbury Drive to the Southeast corner of Lot 4 of Kuhl's Acres Subdivision to the City of Belleville; thence Westerly along the South line of said Lot 4 to the Southwest corner or said Lot 4; thence Southerly to the Southeast corner of Lot 7 of the Vernier A.P. Subdivision to the City of Belleville; thence Westerly along the South line of said Lot 7 to the East Right-of-Way line of Columbus Drive; thence Westerly to the Southeast corner of Lot 2 of the Canterbury Manor Subdivision to the city of Belleville; thence Westerly along the South line of said Lot 2 to the Northwest corner of Lot 61 of the Canterbury Manor 1<sup>st</sup> Addition to the City of Belleville, also being the East Right-of-Way line of North Thirty-Seventh Street; thence Westerly to the Southeast corner of Lot 61 of the St. Theresa Gardens subdivision to the City of Belleville; thence Northerly along the East line of said Lot 61 to the Northeast corner of said Lot 61; thence Westerly along the North line of said Lot 61 to Southwest corner of Lot 8 of the Norwood Park Subdivision to the City of Belleville; thence Southerly to the Northeast corner of Lot 14 of said Norwood Park Subdivision; thence Westerly long the North line of said Lot 14 to the Northwest corner of Lot 15 of said Norwood Park Subdivision; thence Northerly to the Southeast corner of Lot 7 of said Norwood Park Subdivision; thence Westerly along the South line of said Lot 7 to the Northwest corner of Lot 18 of said Norwood Park Subdivision; thence Southerly along the West line of said Lot 18 to the Northeast corner of Lot 4 of said Norwood Park Subdivision; thence Southwesterly following the North Line of said Norwood Park Subdivision to the West corner of Lot 1 of said Norwood Park Subdivision, also being the South corner of Parcel ID 08170100052; thence Northwesterly following along the Southerly line of said Parcel ID 08170100052 the Southwest corner of said parcel; thence Southerly to the Southeast corner of Parcel ID 08180212019; thence Southwesterly following along the Southerly line of said Parcel ID 08180212019 to the East corner of Parcel ID 08180212025; thence Southwesterly along the East line of said parcel the North corner of Parcel ID 08180212011; thence Southeasterly along the Northerly line of said Parcel ID 08180212011 to the Northeast

corner of said parcel; thence Southerly along the East line of said Parcel ID 08180212011 to the Southerly line of a 20 foot wide Alley; thence Southeasterly along said Southerly line of a 20 foot wide Alley to the Northwesterly Right-of-Way line of North Forty-Second Street; thence Southeasterly to the North corner of Lot 1 of Interurban 3<sup>rd</sup> Addition to the City of Belleville, also being the Southerly line of a 15 foot wide Alley; thence Southeasterly following along said Southerly line of a 15 foot wide Alley to the Northerly Right-of-Way line of North Thirty-Seventh Street, a 55 foot wide street; thence continuing Southeasterly a distance of 55 feet to a point on the Southerly Right-of-Way line of said North Thirty-Seventh Street, also being the South line of a 13 foot wide Alley; thence continuing Southeasterly along said South line of a 13 foot wide Alley to the northerly Right-of-Way line of North Thirty-Sixth Street; thence Southeasterly to the North corner of Parcel ID 08170320039, also being the Southerly line of a 20 wide Alley; thence Southeasterly following said Southerly line of a 20 wide Alley to the North Right-of-Way line of Thirty-Third Street; thence Southeasterly to the Northeast corner of Lot 1 of Block 3 of the Union Place Subdivision to the City of Belleville; thence Southerly along the East line of said Lot 1 to the North Right-of-Way line of Thirty-Second Street; thence Southeasterly to the Northeast corner of Lot 1 of Block 2 of said Union Place Subdivision, also being the Southwesterly line of a 15 foot wide Alley; thence Southeasterly following said Southwesterly line of a 15 foot wide Alley to the North Right-of-Way line of Thirtieth Street; thence Southeasterly to the North corner of Lot 9 of the Vernier Place Subdivision to the City of Belleville, also being the Westerly line of a 20 foot wide Alley; thence Southerly following along said Westerly line of a 20 foot wide Alley to the North Right-of-Way line of Twenty-Ninth Street; thence Southerly to the Northeast corner of Lot 3 of the Glendale Heights Resurvey to the City of Belleville; thence Southerly along the East line of said Lot 3 to Southeast corner of Lot 30 of said Glendale Heights Resurvey, also being the North Right-of-Way line of North Twenty-Seventh Street; thence Easterly following along said North Right-of-Way line of North Twenty-Seventh Street to a point on the West line of Parcel ID 08200210002; thence Southerly along the west line of said parcel to the Southwest corner of said parcel; thence Easterly along the South line of said parcel to a point on the West line of Lot 1 of the Glendale Heights 2<sup>nd</sup> Addition to the City of Belleville; thence Southerly along said west line of Lot 1 to the Southwest corner of said Lot 1; thence Easterly along the South line of said Lot 1 to the Southeast corner of Lot 4 of said Glendale Heights 2<sup>nd</sup> Addition; thence Southerly to the Southwest corner of Lot 5 of said Glendale Heights 2<sup>nd</sup> Addition; thence Easterly along the South line of said Lot 5 to the West Right-of-Way line of Glen Grove Drive; thence Southerly along said West Right-of-Way line of Glen Grove Drive to the South Right-of-Way line of North Twenty-Seventh Street; thence Easterly along said South Right-of-Way line of North Twenty-Seventh Street to the West Right-of-Way line of Water Street; thence Southerly along said West Right-of-Way line of Water Street a distance of 192 feet to the South line of a 25 foot wide Alley; thence Easterly along said South line of a 25 foot wide Alley to the West Right-of-Way line of North Seventh Street, a 60 foot wide street; thence Easterly a distance of 60 feet to a point on the East Right-of-Way line of said North Seventh Street; thence Southerly following along said East Right-of-Way line of North Seventh Street to the North Right-of-Way line of West H Street; thence Southerly to the Northwest corner of Lot 1 of the John R. Falbe Tracts A.P. Subdivision to the City of Belleville; thence

Easterly along the North line of said Lot 1 to the Northeast corner of said Lot 1; thence Southerly following along the East line of said Lot 1 to the Southeast corner of said Lot 1; thence Southeasterly to the South corner of Lot 2 of said John R. Falbe Tracts A.P. Subdivision; thence Northerly along the East line of said Lot 2 to the Southwest corner of Lot 3 of said John R. Falbe Tracts A.P. Subdivision; thence Easterly along the Southerly line of said Lot 3 to the Northwest corner of Parcel ID 08210109017; thence Southerly along the West line of said Parcel ID 08210109017 to the Southwest corner of said parcel; thence Easterly along the South line of said parcel to the Southeast corner of said Parcel; thence Northerly along the East line of said parcel to the Northwest corner of Parcel ID 08210109012; thence Easterly along the North line of said Parcel ID 08210109012 to the West Right-of-Way line of Catawba Avenue; thence Northerly along said West Right-of-Way line of Catawba Avenue to the intersection with the North line of Parcel ID 08210116006; thence Easterly to the Northwest corner of said Parcel ID 08210116006; thence Easterly along the North line of said parcel to the Northeast corner of said Parcel ID 08210116006; thence Southerly along the East line of said parcel to the Southeast corner of said Parcel ID 08210116006; thence Easterly to the Southeast corner of Parcel ID 08210118001; thence Northerly along the East line of said Parcel ID 08210118001 to the Southeast corner of Parcel ID 08210118003; thence Easterly along the South line of said parcel ID 08210118003 to the Southeast corner of said parcel; thence Northerly along the East line of said Parcel ID 08210118003 to the North Right-of-Way line of West H Street; thence Easterly along said North Right-of-Way line of West H Street to the Westerly right-of-Way line of North Caseyville Avenue; thence Northerly to the South corner of Parcel ID 08210213013, also being the Westerly Right-of-Way line of North Second Street; thence Northerly along said Westerly Right-of-Way line of North Second Street to the Northerly Right-of-Way line of North Second Street; thence Easterly following along said Northerly Right-of-Way line of North Second Street to the Westerly Right-of-Way line of North Illinois Street; thence continuing Easterly to a point the Southwesterly Right-of-Way line of the Southern Railroad; thence Southerly to a point on the Southeasterly Right-of-Way line of said Southern Railroad; thence Northeasterly following along said Southeasterly Right-of-Way line of the Southern Railroad to the Northerly line of the Bi-State Development Agency Metrolink Expansion; thence Southeasterly following along said Northerly line of the Bi-State Development Agency Metrolink Expansion to the Northerly Right-of-Way line of Lebanon Avenue; thence Northeasterly following along said Northerly Right-of-Way line of Lebanon Avenue to the South corner of Lot 2 of Survey 374 to the City of Belleville; thence Northwesterly following along the Westerly line of said Lot 2 to the North corner of said Lot 2; thence Southeasterly along the Northeasterly line of said Lot 2 to the Southwest corner of Lot 1 of the Subdivision of Lot 1 of the Florian Neuhoff Assessment Plat to the City of Belleville; thence Northeasterly along the North line of said Lot 1 to the Southerly Right-of-Way line of North Belt East; thence Southeasterly following along said Southerly Right-of-Way line of North Belt East to the point of intersection with the Northerly Right-of-Way line of Lebanon Avenue; thence Northeasterly following along said Northerly Right-of-Way line of Lebanon Avenue to Southerly Right-of-Way line of the Southern Railroad; thence Northeasterly at a right angle a distance of 60 feet to a point on the Northerly Right-of-Way line of said Southern Railroad; thence Easterly following along said Northerly Right-of-Way line of the Southern Railroad to the

Northerly Right-of-Way line of Lebanon Avenue; thence Northeasterly following along said Northerly Right-of-Way line of Lebanon Avenue to the Southwest corner of Parcel ID 08140200002, also being approximately 200 feet Westerly of Southwind Drive Centerline; thence following along the South line of said Parcel ID 08140200002 a distance of 59.09 feet; thence Southeasterly to a point of the Southerly Right-of-Way line of said Lebanon Avenue, also being the Northeast corner of Lot E of the Southwind Estates Subdivision to the City of Belleville; thence Southerly along the East line of said Lot E to the Southeast corner of said Lot E; thence Southwesterly along the South line of said Lot E to the Southwest corner of Lot A of said Southwind Estates Subdivision; thence Southeasterly following along the Westerly line of said Southwind Estates Subdivision to the North Right-of-Way line of the Southern Railroad; thence South to a point on the South Right-of-Way line of said Southern Railroad; thence Easterly along said South Right-of-Way line to West line of the Oak Park Estates 1<sup>st</sup> Addition to the City of Belleville; thence Southerly along the west line of said Oak Park Estates 1<sup>st</sup> Addition to North line of the Eastview Subdivision 3<sup>rd</sup> Addition to the City of Belleville; thence Westerly along the North line of said Eastview Subdivision 3<sup>rd</sup> Addition to the Northeasterly Right-of-Way line of West Boulevard; thence Northwesterly following said Northeasterly Right-of-Way line of West Boulevard to the Northerly Right-of-Way of Old Collinsville Road; thence Southwesterly to a point on the Southwesterly Right-of-Way of said West Boulevard; thence Northwesterly following along said Southwesterly Right-of-Way of said West Boulevard to the North corner of Lot 3 of the Survey 373 to the City of Belleville; thence Southwesterly along the Northerly line of said Survey 373 to the West corner of Lot 1 of the Len-Lee Acres subdivision to the City of Belleville; thence Northwesterly to the Southerly Right-of-Way line of North Charles Street; thence Southwesterly following along said Southerly Right-of-Way line of North Charles Street to the North corner of Lot 9 of the Schaefer and Schaefer's Subdivision to the City of Belleville; thence southeasterly along the Northerly line of said Lot 9 to the South corner of Lot 40 of said Schaefer and Schaefer's Subdivision; thence Northeasterly along the Southerly line of said Lot 40 a distance of 100 feet; thence Southeasterly along the Lot line to the East corner of Lot 2 of the Muren Tracts A.P. to the City of Belleville; thence Southwesterly along the Southeasterly line of said Lot 2 to the End of Right-of-Way of Page Avenue, a 40 foot wide street; thence Southeasterly along said End of Right-of-Way of Page Avenue a distance of 20 feet to the Southerly line of said Page Avenue; thence Southwesterly along said Southerly line of said Page Avenue to the West corner of Lot 7 of Block 20 of the Jefferson Heights Subdivision to the City of Belleville; thence Southeasterly along the South line of said Lot 7 to the Northerly Right-of-Way line of East Belle Avenue, a 40 foot wide street; thence continuing Southeasterly a distance of 40 feet to a point on the Southerly Right-of-Way line of said East Belle Avenue; thence Southwesterly along said Southerly Right-of-Way line of East Belle Avenue to the West corner of Lot 6 of Block 19 of said Jefferson Heights Subdivision; thence Southeasterly along the Southwesterly line of said Lot 6 to the South corner of said Lot 6; thence Northeasterly along the Southeasterly line of said Lot 6 a distance of 50 feet; thence Southeasterly along the Southwesterly line of Lot 19 of said Block and Subdivision to the Southerly Right-of-Way line of Muren Boulevard; thence Southwesterly along said Southerly Right-of-Way line of Muren Boulevard to the West corner of Parcel ID 08230103020; thence Southeasterly along the Southwesterly line of said Parcel ID

08230103020 to the Southerly Right-of-Way line of East D Street; thence Southwesterly along said Southerly Right-of-Way line of East D Street to the North corner of Lot 4 of Block 17 of said Jefferson Heights Subdivision; thence Southeasterly along the Southwesterly line of said Lot 4 to the South corner of said Lot 4, also being the Northerly line of a 15 foot wide Alley; thence Northeasterly along said Northerly line of said alley to the East corner of Lot 8 of said block and Subdivision; thence Southeasterly along said Lot line to the Southerly Right-of-Way line of East C Street, also being the West corner of Lot 9 of Block 16 of said Jefferson Heights Subdivision; thence Southeasterly along the Southwesterly line of said Lot 9 to the South corner of said Lot 9, also being the Northerly line of a 15 foot wide Alley; thence Northeasterly along said Northerly line of a 15 foot wide Alley a distance of 25 feet; thence Southeasterly a distance of 15 feet to the North corner of Lot 17 of said Block; thence continuing Southeasterly along the Northeasterly line of said Lot 17 to the Northerly Right-of-Way line of East B Street, a 50 foot wide street; thence Northeasterly along said Northerly Right-of-Way line of East B Street a distance of 75 feet; thence Southeasterly a distance of 50 feet to a point on the Southerly Right-of-Way line of said East B Street, also being the West corner of Parcel ID 08230110007; thence Southeasterly along the Southwesterly line of said Parcel ID 08230110007 to the South corner of said parcel; thence Northeasterly to the West corner of Lot 1 of Delila Place Subdivision to the City of Belleville; thence Southeasterly along the Southwesterly line of said Lot 1 to the South corner of Lot 26 of the West Acres 5<sup>th</sup> Addition to the City of Belleville; thence Northeasterly to the West corner of Lot 5 of the West Acres 1<sup>st</sup> Addition to the City of Belleville; thence Southeasterly along the Southwesterly line of said Lot 5 to the Northerly Right-of-Way line of East Main Street; thence Southeasterly to the West corner of Lot 1 of the Spruce Place Subdivision to the City of Belleville, also being the Northeasterly Right-of-Way line of Spruce Drive; thence Southeasterly following along said Northeasterly Right-of-Way line of Spruce Drive to the South corner of Lot 7 of said Spruce Place Subdivision; thence Northeasterly along the Southeasterly line of said Lot 7 to the West corner of Lot 16 of the Bueschs Acres Subdivision to the City of Belleville; thence Southeasterly along the Southwesterly line of said Lot 16 to the Northerly Right-of-Way line of Orchard Drive; thence Southwesterly along said Northerly Right-of-Way line of Orchard Drive a distance of 64 feet; thence Southeasterly to the West corner of Parcel ID 08230400007; thence Southeasterly along the Southwesterly line of said Parcel ID 08230400007 to the East corner of Parcel ID 08230400023; thence Southwesterly along the Southeasterly line of said Parcel ID 08230400023 to the Northerly Right-of-Way line of North Belt East; thence Southeasterly following along said Northerly Right-of-Way line of North Belt East to the Northerly Right-of-Way line of Carlyle Avenue; thence Northeasterly following along said Northerly Right-of-Way line of Carlyle Avenue to the end of corner cut of said Right-of-Way at West Boulevard; thence Southeasterly to the Northwest Corner of Parcel ID 08240300009, also being the Southerly Right-of-Way line of Carlyle Avenue; thence Southerly along said West line of said Parcel ID 08240300009 to the Southeast corner of Parcel ID 08240300025; thence Southwesterly along the South line of said Parcel ID 08240300025 to the East Right-of-Way line of Lawndale Drive; thence Northerly along said East Right-of-Way line of Lawndale Drive to the Southerly Right-of-Way line of Carlyle Avenue; thence Southwesterly following along said Southerly Right-of-Way line of Carlyle Avenue to the

Northeast corner of Parcel ID 08230401023; thence Southerly along the East line of said Parcel to the Southeast corner of said Parcel ID 08230401023; thence Southwesterly along the South line of said parcel to the Southwest corner of said Parcel ID 08230401023; thence Southerly to the Northwest corner of Parcel ID 08230401084; thence Southerly to the Southeast corner of Parcel ID 08230401081; thence Westerly along the South line of said Parcel ID 08230401081 to the Northwest corner of Parcel ID 08230407025; thence Southerly along the West line of said Parcel ID 08230407025 to the Southeast corner of Parcel ID 08230401036; thence Westerly along the South line of said Parcel ID 08230401036 to the Northwest corner of Outlot A of the Devonshire 2<sup>nd</sup> Addition to the City of Belleville; thence Southerly along the West line of said Outlot A to the Southwest corner of said Outlot A; thence Easterly along the Southerly line of said Outlot A to the West line of said Devonshire 2<sup>nd</sup> Addition; thence Southerly along said West line of said Devonshire 2<sup>nd</sup> Addition to the Northerly Right-of-Way line of the Bi-State Development Agency Metrolink Expansion; thence Southeasterly following along said Northerly Right-of-Way line of the Bi-State Development Agency Metrolink Expansion to the Northeast corner of said Northerly Right-of-Way, also being the Southeast corner of Lot 139 of the Lincolnshire 7<sup>th</sup> Addition to the City of Belleville; thence Southerly to the Southerly Right-of-Way line of said Bi-State Development Agency Metrolink Expansion, also being the Northwest corner of Parcel ID 08250100013; thence Easterly following along said Southerly Right-of-Way line of Bi-State Development Agency Metrolink Expansion to the Northeast corner of said Parcel ID 08250100013; thence Northerly to the Northwest corner of Parcel ID 08250600001; thence Easterly following along the Northerly line of said Parcel ID 08250600001 to the Northeast corner of said Parcel ID 08250600001, also being the Southeast corner of Lot 4 of the Loop Creek Subdivision to the City of Belleville; thence Northerly along the East line of said Lot 4 to the Northeast corner of Lot 1 of said Loop Creek Subdivision; thence Easterly to the Southeast corner of Lot 291 of the Lincolnshire 3<sup>rd</sup> Addition to the City of Belleville; thence Northerly along the East line of said Subdivision to the Northeast corner of Lot 232 of the Lincolnshire 2<sup>nd</sup> Addition to the City of Belleville, also being the Southwest corner of Parcel ID 08240401019; thence Easterly following along the Southerly line of said Parcel ID 08240401019 to the Southeast corner of said Parcel ID 08240401019; thence Northerly along the East line of said Parcel ID 08240401019 to the Northeast corner of said Parcel ID 08240401019; thence Westerly along the North line of said parcel to the Southwest corner of Lot 1 of the College Plaza Subdivision to the City of Belleville; thence Northerly along the West line of Said Lot 1 to the Northwest corner of said Lot 1, also being the Southerly Right-of-Way line of Carlyle Avenue; thence continuing Northerly to the Northerly Right-of-Way line of Said Carlyle Avenue; thence Easterly following along said Northerly Right-of-Way line of Carlyle Avenue to the point of intersection with the East Line of Lot 5 of said College Plaza Subdivision; thence Southerly to the Northeast corner of said Lot 5; thence Continuing Southerly to the Southeast corner of Said Lot 5; thence Westerly following along the South line of said College Plaza Subdivision to the Northwest corner of Parcel ID 08240400053; thence Southerly along the West line of said Parcel ID 08240400053 to the Southwest corner radius of said parcel; thence Easterly following along the Southerly line of said Parcel ID 08240400053 to the Southeast corner of said parcel; also being the West line of the Weatherstone 6<sup>th</sup> Addition to the City of Belleville;

thence Southerly along said West line to the Southwest corner of Lot 73 of the Weatherstone 2<sup>nd</sup> Addition to the City of Belleville; thence Easterly along the South line of said Lot 73 to the Southeast corner of Lot 61 of said Weatherstone Subdivision, also being the West Right-of-Way line of South Green Mount Road; thence Southerly following along said West Right-of-Way line of South Green Mount Road to a point of intersection with the South line of Lot 11 of the Chamness A.P. Subdivision to the City of Belleville; thence Easterly to the Southwest corner of said Lot 11; thence continuing Easterly along the South line of said Lot 11 to the Southeast corner of said Lot 11; thence Southeasterly following the Easterly line of Lot 4 of the Green Mount Station Subdivision to the City of Belleville to the North Right-of-Way line of Illinois Route 177 (also known as Mascoutah Avenue); thence Westerly following along said North Right-of-Way line of Illinois Route 177 to the East Right-of-Way line of South Green Mount Road; thence Northerly along said East Right-of-Way line of South Green Mount Road a distance of 73.55 feet; thence Westerly to the Southeast corner of Parcel ID 08250200012; thence Northerly along the East line of said Parcel ID 08250200012 to the Northeast of said parcel; thence Westerly along the North line of said parcel to the Northwest corner of said Parcel ID 08250200012; thence Southerly along the West line of said parcel the Southeast corner of said Parcel ID 08250200012, also being the North Right-of-Way line of Illinois Route 1777 (also known as Mascoutah Avenue); thence Westerly along said North Right-of-Way line of Illinois Route 177 to the Southwest corner of Lot 4 of the Silver Creek Commercial Park addition to the City of Belleville; thence Northerly along the West line of said Silver Creek Commercial Park addition to the South Right-of-Way line of the Bi-State Development Agency Metrolink Expansion; thence Westerly following along said South Right-of-Way line of the Bi-State Development Agency Metrolink Expansion to the Northwest corner of Parcel ID 08250103003; thence Southerly along the West line of said Parcel ID 08250103003 to the Southwest corner of said parcel, also being the North Right-of-Way line of Illinois Route 177 (also known as Mascoutah Avenue); thence Westerly along said North Right-of-Way line of Illinois Route 177 to a point of Intersection with the East line of Part 1 of the Edward J Gay Lands Partition Plat to the City of Belleville; thence Southerly to the Northeast corner of said Part 1; thence continuing Southerly along said East line of said Part 1 to the Northerly Right-of-Way line of Amann Drive; thence Continuing Southerly to a point 5 feet North of the Southerly Right-of-Way line of said Amann Drive; thence Easterly following along said Southerly Right-of-Way line Parallel 5 feet North to the Westerly Right-of-Way line of South Green Mount Road, point being parallel 5 feet East of said Westerly Right-of-Way line; thence Southwesterly following along said Westerly Right-of-Way line parallel 5 feet East to the point of intersection with the North line of Part 2 of Survey 381 to the City of Belleville; thence Easterly along said North line of said Part 2 to the Northeast corner of said Part 2; thence Southwesterly along the Easterly line of said Part 2 to the Northerly Right-of-Way line of Illinois Route 15; thence Southeasterly along said Northerly Right-of-Way line of Illinois Route 15 a distance of 735.81 feet, also being the South most corner of Part of Survey 389 to the City of Belleville; thence Southwesterly to the North-Northeast corner of Lot 2 of the Schmitt Commercial Park addition to the City of Belleville, also being the Southerly Right-of-Way line of said Illinois Route 15; thence Easterly following along said Southerly Right-of-Way line to the Northeast corner of Parcel ID 13010400025; thence Southerly following

along the Easterly line of said Parcel ID 13010400025 to the Southwest corner of Parcel ID 13010400018; thence Easterly to the Southeast corner of said Parcel ID 13010400018; thence Northeasterly along the Easterly line of said parcel to a point on the Southerly line of Parcel ID 14060300011; thence Southeasterly along said Southerly line to the Southeast corner of Parcel ID 14060300025; thence Northeasterly along the Easterly line of said Parcel ID 14060300025 to the Southerly Right-of-Way line of Illinois Route 15; thence Northeasterly along said Southerly Right-of-Way line of Illinois Route 15 a distance of 17.25 feet approximately, also being the point of curvature of said Southerly Right-of-Way line; thence Northerly to the point of intersection with said Easterly line of said Parcel ID 14060300025 and the Northerly Right-of-Way line of Illinois Route 15; thence Easterly following along said Northerly Right-of-Way line of Illinois Route 15 to the Northwest corner of Parcel ID 14060400004; thence Northwesterly to the Southeast corner of Parcel ID 14060300031; thence Continuing Northwesterly along the South line of said Parcel ID 14060300031 to the Southeast corner of Part 3 of Survey 389 to the City of Belleville; thence Northwesterly following along the South line of said Part 3 to the Southeast corner of Parcel ID 13010300010; thence Northwesterly following along the Southwesterly line of said Parcel ID 13010300010 to the centerline of South Green Mount Road; thence Northeasterly along said centerline to the centerline of the Northerly West Bound lane of Illinois Route 15; thence Northwesterly along said centerline of the Northerly West Bound lane of Illinois Route 15 to a point Southwesterly and right angle to the South corner of Parcel ID 13010100005; thence Northeasterly to said South corner of said Parcel ID 13010100005, also being the Northerly Right-of-Way line of Illinois Route 15; thence Northwesterly following along said Northerly Right-of-Way line of Illinois Route 15 to the Southwest corner of Parcel ID 13010100018; thence Northeasterly along the Westerly line of said Parcel ID 13010100018 to the Northwest corner of Part 14 of Survey 381 to the City of Belleville; thence Easterly along the North line of said Part 14 to the Westerly Right-of-Way line of South Green Mount Road; thence Northeasterly following along said Westerly Right-of-Way line of South Green Mount Road to the Southerly Right-of-Way line of Amann Drive; thence Northwesterly following along said Southerly Right-of-Way line of Amann Drive to a point being 5 feet Westerly of the East line of Parcel ID 08250303038; thence Northerly to a point on the Northerly Right-of-Way line of Amann Drive being 5 feet West of the East line of said Parcel ID 08250303038; thence Northwesterly following along said Northerly Right-of-Way line of Amann Drive to the point of tangent; thence Southwesterly to the Northeast corner of Parcel ID 08360100014; thence Northwesterly along the north line of said Parcel ID 08360100014 to the Southwest corner of Parcel ID 08250303044; thence Southwesterly 80 feet to the Southeast corner of Parcel ID 08250303024; thence Northwesterly along the South line of said Parcel ID 08250303024 to the Southeast corner of Parcel ID 08250300003; thence Northeasterly to the Northeast corner of said parcel; thence Northwesterly to the Northwest corner of said parcel; thence Southwesterly to the Southeast corner of Parcel ID 08250303041; thence Northwesterly along the South line of said Parcel ID 08250303041 to the Southeast corner of Parcel ID 08250303016; thence Northeasterly to the Northeast corner of said parcel; thence Northwesterly to the Northwest corner of said parcel; thence Southwesterly to the Southeast corner of Parcel ID 08260407003, also being the Northerly Right-of-Way line of South Green Mount Lane; thence

Northwesterly along said Northerly Right-of-Way line of South Green Mount Lane to a point of intersection with the West line of Part 8 of Survey 381 to the City of Belleville; thence Southwesterly to the Northwest corner of said Part 8; thence continuing Southwesterly to the Southwest corner of Part 1B of said Survey 381; thence Southeasterly along the South line of said Part 1B to the Northeast corner of Part 21B of said Survey 381; thence Southwesterly following along the Southeasterly line of said Part 21B to the Northerly Right-of-Way line of Illinois Route 15; thence Northwesterly following along said Northerly Right-of-Way line to the Southwest corner of said Part 21B; thence Northeasterly along the West line of said Part 21B to the Northwest corner of said Part 21B; thence Northwesterly to the Northeast corner of Parcel ID 08350100039; thence Southwesterly along the Southeasterly line of said parcel to the Easterly Right-of-Way line of Freeburg Avenue; thence Northwesterly following along said Easterly Right-of-Way line to the Southwest corner of Parcel ID 08350100039; thence Northeasterly along Northwesterly line of said parcel to the Northwest corner of said parcel; thence Northwesterly to the North corner of Parcel ID 08350100014; thence Northeasterly to the East corner of Parcel ID 08260312009; thence Northwesterly along the Northeasterly line of said parcel to the South corner of Parcel ID 08260312012; thence Northeasterly along the Southeasterly line of said parcel to the East corner of said parcel; thence Northwesterly along the Northeasterly line of said parcel to the South corner of Parcel ID 08260312032; thence Easterly to the East corner of said parcel; thence Westerly to the West corner of said parcel, also being the Northeasterly line of Parcel ID 08260312012; thence Northwesterly along said Northeasterly line of Parcel ID 08260312012 to the North corner of said parcel; thence Northeasterly a distance of 1.98 feet approximately to the East corner of Lot 192 of the Dawn Heights Subdivision to the City of Belleville; thence Northwesterly following along the Northeasterly line of said Lot 192 to the Southeast corner of Lot 12 of the Belle Valley Place 1<sup>st</sup> Addition to the City of Belleville; thence Northwesterly to the Northeast corner of said Lot 12; thence Northwesterly to the Northeast corner of Lot 6 of the Belle Valley Place subdivision to the City of Belleville; also being the South Right-of-Way line of Mascoutah Avenue; thence Westerly following along said South Right-of-Way line of Mascoutah Avenue to the Southerly Right-of-Way line of South Belt East; thence Southwesterly following along said Southerly Right-of-Way line of South Belt East to the Easterly Right-of-Way line of Freeburg Avenue; thence Southeasterly following along said Easterly Right-of-Way line of Freeburg Avenue to the point of intersection with the Easterly line of Parcel ID 08270321008; thence Southwesterly to the Northeast corner of said parcel; thence Continuing Southwesterly along said Easterly line of said Parcel ID 08270321008 to the Southerly Right-of-Way line of the Canadian National Illinois Central Railroad; thence Northwesterly following along said Southerly Right-of-Way line to Southeast corner of Parcel ID 08270320007; thence Westerly following along the South line of said parcel to the Southwest corner of said parcel; thence Southwesterly to the Northwest corner of Parcel ID 08270314006, also being the Northeasterly Right-of-Way Line of the West Bound Off Ramp of Illinois Route 15; thence Southeasterly following along said Northeasterly Right-of-Way Line of the West Bound Off Ramp of Illinois Route 15 to the Southwest corner of Parcel ID 08270314015; thence Northwesterly to the Northwest corner of Parcel ID 08270314007; thence Southeasterly along the Southwesterly line of said parcel to the Southwest corner of said parcel;

thence Westerly to the Northwest corner of Parcel ID 08340101001, also being the Northeasterly Right-of-Way Line of the West Bound Off Ramp of Illinois Route 15 and Illinois Route 15 mainline; thence Southeasterly following along said Northeasterly Right-of-Way Line of Illinois Route 15 to the Southeast corner of said Parcel ID 08340101001; thence South to the Northeast corner of Lot 33 of the Westhaven Estates 2<sup>nd</sup> Addition to the City of Belleville; thence Northwesterly following along the North line of said Westhaven Estates 2<sup>nd</sup> Addition to the East Right-of-Way line of South Illinois Street; thence Southerly following along said East Right-of-Way line of South Illinois Street to the Southwest corner of Lot 55 of the Westhaven Estates 3<sup>rd</sup> Addition to the City of Belleville; thence Westerly to the Northeast corner of Parcel ID 08330200036, also being the West Right-of-Way line of South Illinois Street; thence Southerly following along said West Right-of-Way line of South Illinois Street to the Northerly Right-of-Way line of West Haven Meadows Drive; thence Southwesterly following along said Northerly Right-of-Way line of West Haven Meadows Drive to the Easterly line of the West Haven Meadows Phase 1 Subdivision to the City of Belleville; Thence Northerly following along Easterly line of the West Haven Meadows subdivision to the Southeast corner of Parcel ID 08330200054; thence Northwesterly along the South line of said parcel to the Easterly Right-of-Way line of Fairwood Drive; thence Northeasterly following along said Easterly Right-of-Way line of Fairwood Drive to the Westerly Right-of-Way line of West Taft Street; thence Northwesterly following along said Westerly Right-of-Way line of West Taft Street to the Northeast corner of Parcel ID 08280413013; thence Northwesterly to the Southeast corner of Parcel ID 08280413015, also being the Southerly Right-of-Way line of Illinois Route 15; thence Northwesterly following along said Southerly Right-of-Way line of Illinois Route 15 to the point of intersection with the East line of Parcel ID 08280407037; thence Northerly to the Southeast corner of said Parcel ID 08280407037; thence continuing Northerly the Northeast corner of Parcel ID 08280407036; thence West along the North line of said parcel to the Northwest corner of said Parcel ID 08280407036; thence North along the West line of Parcel ID 08280407002 to the North Right-of-Way line of South Belt West; thence Westerly following along said North Right-of-Way line of South Belt West to the Southeast corner of Parcel ID 08280402066; thence Northerly to the Northeast corner of said parcel; thence Westerly to the Northwest corner of said parcel; thence Southerly to said North Right-of-Way line of South Belt West; thence Westerly along said North Right-of-Way line of South Belt West to the Southeast corner of Parcel ID 08280402059; thence Northerly along the East line of said parcel to the Northeast corner of said parcel; thence Westerly along the North line of said parcel to the Northwest corner of Parcel ID 08280402051; thence Southerly along the West line of said parcel to said North Right-of-Way line of South Belt West; thence Westerly following along said North Right-of-Way line of South Belt West to the South most corner of Parcel ID 08280304005; thence Southwesterly to the Northwest corner of Parcel ID 08280302021; thence Southerly along the West line of said parcel to the Southwest corner of said parcel; thence easterly along the South line of said parcel to the point of intersection with the West line of Parcel ID 08280302037; thence Southerly to the Southwest corner of said Parcel ID 08280302037; thence Easterly along the South line of said parcel to the West Right-of-Way line of South State Street; thence Southerly along said West Right-of-Way line of South State Street a distance of 54.2 feet to the Northeast corner of Parcel ID

08280302023; thence Westerly along the North line of said parcel to the northwest corner of said parcel; thence Southerly along the West line of said parcel to the South corner of Parcel ID 08280302038; thence northwesterly following along the Westerly line of said Parcel to the East corner of Parcel ID 08280302039; thence Southwesterly along the Southeasterly line of said parcel to the South corner of said parcel; thence Northwesterly along the Southwesterly line of said parcel to the North corner of Parcel ID 08280302029; thence following along the Southwesterly line of said parcel to the Southeast corner of Lot 16 of the Forrest Gate Subdivision to the City of Belleville; thence following along the Southerly line of said Lot 16 to the Northwest corner of Lot 15 of said Forrest Gate Subdivision; thence Southerly along the West line of said Forrest Gate Subdivision to the Southwest corner of said Forrest Gate Subdivision; thence Westerly to the Southwest corner of Part of Tract 3 of the Bowman Tracts to the City of Belleville, also known as Parcel ID 08280303031; thence Northerly following along the Westerly line of said Part of Tract 3 of the Bowman Tracts to the North corner of Parcel ID 08280303039; thence Southwesterly along the Northwesterly line of said parcel to the Northeasterly Right-of-Way line of Sunrise Drive; thence Northwesterly following along said Northeasterly Right-of-Way line of Sunrise Drive to the Southeasterly Right-of-Way line of Centreville Avenue; thence Northeasterly following along said Southeasterly Right-of-Way line of Centreville Avenue to the West corner of Parcel ID 08280303046; thence Southeasterly following the Southwesterly line of said parcel to the Northwest corner of Lot 16 of the Forrest Gate Subdivision to the City of Belleville; thence continuing southeasterly along the Southwesterly line of said Lot a distance of 99.86 feet; thence Northerly to the North most corner of Parcel ID 08280302039; thence Southeast to the Southeast corner of Parcel ID 08280302013; thence Northwesterly to the Southwest corner of Parcel ID 08280302035; thence Northerly to the Northwest corner of said Parcel ID 08280302035; thence Northeasterly to the South corner of Lot 1 of the Fuess Subdivision to the City of Belleville, also being the Northeasterly Right-of-Way line of South Belt West; thence Northwesterly following along said Northeasterly Right-of-Way line of South Belt West to the West corner of Parcel ID 08280301037; thence Northerly to the South corner of Lot 35 of the Herzler Heights Subdivision to the City of Belleville, also being the Northwesterly Right-of-Way line Centreville Avenue; thence Northeasterly along said Northwesterly Right-of-Way line Centreville Avenue to the East corner of Lot 37 of said Herzler Heights Subdivision; thence Northwesterly following along the Northeasterly line of said parcel to the Northwesterly Right-of-Way line of South Seventh Street; thence Southwesterly along said Northwesterly Right-of-Way line of South Seventh Street a distance of 65 feet; thence Northwesterly to the North corner of Parcel ID 08280111061; thence Southwesterly along the Northwesterly line of said parcel to the Northeasterly Right-of-Way line of South Belt West; thence Northwesterly following along said Northeasterly Right-of-Way line of South Belt West to the point of intersection with the Northwesterly Right-of-Line of Oakview Drive; thence Southwesterly along said Northwesterly Right-of-Line of Oakview Drive to the South corner of Lot 11 of the Reissen & Schantz Tracts to the City of Belleville; thence Northwesterly along the Southwesterly line of said Lot 11 to the North corner of Lot 8 of said Reissen & Schantz Tracts; thence Southwesterly to the West corner of said Lot 8; thence Southeasterly to the West corner of said Lot 8; thence Southwesterly to the South corner of Lot 6 of said Reissen & Schantz Tracts;

thence Northwesterly along the Southwesterly line of said Lot 6 to the point of intersection with the Northwesterly line of Lot 8 of the Oakleigh Terrace Subdivision to the City of Belleville; thence Southwesterly to the South corner of said Lot 8; thence Northwesterly to the East corner of Lot 16 of said Oakleigh Terrace Subdivision; thence Southwesterly to the South corner of said Lot 16; thence Northwesterly to the West corner of said Lot 16; thence Northeasterly to the North corner of Lot 13 of said Oakleigh Terrace Subdivision; thence Southeasterly along the Northeasterly line of said Lot 13 to the point of intersection with the Northwesterly line of Lot 5 of the Reissen & Schantz Tracts to the City of Belleville, also being the Southeasterly line of a 10 foot wide strip of land; thence Northeasterly along said Southeasterly line of a 10 foot wide strip of land to the Northeasterly Right-of-Way line of South Belt West; thence Northwesterly along said Northeasterly Right-of-Way line of South Belt West to the Northwesterly Right-of-Way line of South Tenth Street; thence Northeasterly along said Northwesterly Right-of-Way line of South Tenth Street a distance of 268.42 feet; thence Northwesterly to West corner of Parcel ID 08290218015; thence Northeasterly to the North corner of said parcel; thence Northwesterly to West corner of Parcel ID 08290218006; thence Northeasterly along the Northwesterly line of said parcel to a point on the Northeasterly line of Parcel ID 08290218013; thence Northwesterly along said Northeasterly line of Parcel ID 08290218013 to the Southeasterly Right-of-Way line of South Eleventh Street; thence Northeasterly following along said Southeasterly Right-of-Way line of South Eleventh Street to the point of intersection with the Southwesterly line of Parcel ID 08290210013; thence Northwesterly to the South corner of said Parcel ID 08290210013; thence continuing Northwesterly along said Southwesterly line of Parcel ID 08290210013 to North corner of Parcel ID 08200506015; thence Southwesterly to the West corner of said parcel; thence Northwesterly to the West corner of Parcel ID 08200430004; thence Northeasterly to the North corner of said parcel; thence Northwesterly to the Southwest corner of Lot 11 of the Roosevelt Heights Subdivision to the City of Belleville, also being the Northeasterly Right-of-Way line of Belleville Crossing; thence Northwesterly following along said Northeasterly Right-of-Way line of Belleville Crossing to the Northwest corner of Parcel ID 08190400025; thence Southeasterly to the Southeast corner of said parcel; thence Northwesterly to the Southwest corner of said parcel; thence Southeasterly to the West corner of Parcel ID 08190400015, also being the Northeasterly Right-of-Way line of Illinois Route 15; thence continuing Southeasterly along said Northeasterly Right-of-Way line of Illinois Route 15 to the point of intersection with the Northerly line of Parcel ID 08190400018; thence Westerly to the Northeast corner of said Parcel ID 08190400018, also being the Southwesterly Right-of-Way line of Illinois Route 15; thence Southeasterly following along said Southwesterly Right-of-Way line of Illinois Route 15 to the Southeast corner of said Parcel ID 08190400018; thence Westerly following the Southerly line of said Parcel ID 08190400018 to the Southwest corner of said parcel, also being the North line of the Brook Taylor Estates subdivision to the City of Belleville; thence continuing Westerly along said North line of the Brook Taylor Estates subdivision to the Westerly Right-of-Way line of Frank Scott Parkway West; thence Northerly following along said Westerly Right-of-Way line of Frank Scott Parkway West to the Northeast corner of Parcel ID 07240400003; thence Westerly along the North line of said parcel to the Southwest corner of Parcel ID 07240200050; thence Northerly following along the

Westerly line of said parcel to the Southerly Right-of-Way line of Town Hall Road; thence Northwesterly along said Southerly Right-of-Way line of Town Hall Road to the point of intersection with the East line of Parcel ID 07240200045; thence Northerly to the South corner of said Parcel ID 07240200045, also being the Northerly Right-of-Way line of said Town Hall Road; thence Northwesterly following along said Northerly Right-of-Way line of said Town Hall Road to the Southwest corner of Parcel ID 07240200038; thence Northerly following along the Westerly line of said parcel to the Southeast corner of Parcel ID 07130300026; thence Northerly along the Easterly line of said parcel to the South corner of Parcel ID 07130300021; thence Northwesterly to the West corner of said parcel; thence Easterly to the West corner of Parcel ID 07130300013; thence Northeasterly along the Northwesterly line of said parcel to the Southwesterly Right-of-Way line of Illinois Route 15; thence Southeasterly following along said Southwesterly Right-of-Way line of Illinois Route 15 to the Northeast corner of Parcel ID 07240200030; thence Southerly along the East line of said parcel to the North corner of Parcel ID 07240200043; thence Southeasterly to the Northeast corner of said parcel; thence Southerly to the Southeast corner of said parcel, also being Northerly Right-of-Way line of Town Hall Road; thence Southerly the Northwest corner of Parcel ID 07240200042, also being the Southerly Right-of-Way line of Town Hall Road; thence Southeasterly along said Southerly Right-of-Way of said Town Hall Road a distance of 312.5 feet, also being the Westerly Right-of-Way line of Frank Scott Parkway West; thence Easterly perpendicular to the centerline of said Frank Scott Parkway West to a point on the Easterly Right-of-Way line of Frank Scott Parkway West; thence Northerly following along said Easterly Right-of-Way line of Frank Scott Parkway West to the Northwest corner Parcel ID 08190100007; thence Northerly to the Southwest corner of Parcel ID 08190102005; thence Northerly following along said Easterly Right-of-Way line of Frank Scott Parkway West to the Northwest corner of Lot 11 of the Belleville Crossing Plat 5 to the City of Belleville; thence Northerly to the Southwest corner of Parcel ID 08180305013; thence Easterly to the Northeast corner of Parcel ID 08180305017; thence Southerly to the Southeast corner of said parcel; thence Southeasterly to the Northwest corner of Parcel ID 08180305016; thence Easterly following the Northerly line of said parcel to the Northwest corner of Parcel ID 08180305009; thence Northeasterly to the North corner of said parcel; thence Southerly to the Northwesterly line of the Nebelsick Place subdivision to the City of Belleville; thence Northeasterly following along said Northwesterly line of said Nebelsick Place subdivision to the Northeasterly Right-of-Way line of South Belt West; thence Southeasterly following along said Northeasterly Right-of-Way line of South Belt West to the Southwest corner of Parcel ID 08180404003; thence Northeasterly to the North corner of said parcel; thence Southeasterly to the East corner of said parcel; thence Southwesterly to the West corner of Parcel ID 08180404004, also being the Northeasterly Right-of-Way line of South Belt West; thence Southeasterly to the South corner of said parcel; thence Southwesterly to the East corner of Parcel ID 08180405054, also being the Southwesterly Right-of-Way line of South Belt West; thence continuing Southwesterly to the West corner of Parcel ID 08180405011; thence Northwesterly to the North corner of Parcel ID 08180405045; thence Southwesterly to the Southeast corner of Parcel 08180305009; thence continuing Southwesterly to the South corner of said parcel; thence Westerly to the Northwest corner of Parcel ID 08180305012; thence Southerly to

the Southwest corner of said parcel; thence Easterly along the Southerly line of said Parcel ID 08180305012 to the Northwest corner of Parcel ID 08190201027; thence Southeasterly following along the Southwesterly line of said parcel to Southwest corner of said parcel; thence Easterly along the South line said parcel to the Northeast corner of Parcel ID 08190201026; thence Southerly the Southeast corner of said parcel; thence Westerly following the Southerly line of said parcel to the South most corner of said parcel; thence Southwesterly to the Southwest corner of Parcel ID 08190200034, also being the Northeasterly Right-of-Way line of Belleville Crossing; thence Southeasterly along said Northeasterly Right-of-Way line of Belleville Crossing to the Southwest corner of Parcel ID 08190200035; thence Easterly along the South line of said parcel to the Southwesterly line of the St. Clair Township section 19 addition to the City of Belleville; thence Southeasterly following along said Southwesterly line of the St. Clair Township section 19 addition to the East Quarter Corner of Section 19, Township 1 North, Range 8 West; thence Easterly to the Northeast corner of Parcel ID 08200300001; thence Southeasterly to the South corner of Parcel ID 08200106019, also being the Northerly Right-of-Way line of South Twenty-Third Street; thence Northeasterly following along said Northerly Right-of-Way line of South Twenty-Third Street to the Southwesterly Right-of-Way line of South Belt West; thence continuing Northeasterly to the Northeasterly Right-of-Way line of the Illinois Central Gulf Railroad; thence Northwesterly following along said Northeasterly Right-of-Way line of the Illinois Central Gulf Railroad to the West corner of Parcel ID 08200105038; thence Northeasterly to the Northwest corner of said parcel, also being the South Right-of-Way line of South Twenty-Seventh Street; thence Easterly along said South Right-of-Way line of South Twenty-Seventh Street to the Southwesterly Right-of-Way line of South Twenty-Ninth Street; thence Northwesterly following along said Southwesterly Right-of-Way line of South Twenty-Ninth Street to the Southeast corner of Lot 1 of the Sahlender Place 1<sup>st</sup> Addition to the City of Belleville, also being the Southwesterly line of a 15 foot wide Alley; thence continuing Northwesterly along said Southwesterly line of a 15 foot wide Alley to the North corner of Lot 32 of said Sahlender Place 1<sup>st</sup> Addition; thence Northwesterly to the Northeast corner of Lot 30 of said Sahlender Place 1<sup>st</sup> Addition; thence Northwesterly the South right-of-Way line Sahlender Street; thence Westerly along said South right-of-Way line Sahlender Street to the Northwest corner of Parcel ID 08170309034; thence Southerly to the Southeast corner of Parcel ID 08170309037; thence Westerly to the Southwest corner of said parcel, also being the East line of a 20 foot wide Alley; thence Northerly along said East line of a 20 foot wide Alley to the South corner of Parcel ID 08180403008; thence Northwesterly the North corner of Parcel ID 08180403020; thence Southerly following along the Westerly line of said parcel to the Northwest corner of Parcel ID 08180403012; thence Southerly following along the Westerly line of said parcel to the Northwest corner of Parcel ID 08180403014; thence Southerly following along the Westerly line of said parcel to the Northwest corner of Parcel ID 08180403015; thence Southeasterly following the Westerly line of said parcel to the Southwest corner of said parcel; thence Northwesterly to the Southwest corner of Parcel ID 08180403009; thence Southeasterly to the Southeast corner of Parcel ID 08180402010, also being the Northeasterly Right-of-Way line of the Canadian National & Illinois Central Gulf Railroad; thence Northwesterly following along said Northeasterly Right-of-Way line of the Canadian National & Illinois

Central Gulf Railroad to the Southwest corner of said Parcel ID 08180402010; thence Northerly to the Northwest corner of said parcel; thence Easterly to the Northeast corner of said parcel; thence Southeasterly to the South corner of Parcel ID 08180217007; thence Northerly to the South corner of Parcel ID 08180208063; thence Northeasterly following along the Easterly line of said parcel to the Northeast corner of said parcel; thence Westerly to the Northwest corner of said parcel; thence Northerly to the Northeast corner of Lot 18 of the Homeland Park Subdivision to the City of Belleville; thence Northwesterly to the North corner Lot 14 of said Homeland Park Subdivision; thence Southwesterly along the Northwesterly line of said Lot 14 to the Easterly Right-of-Way line of Friendly Drive; thence Northwesterly to the Southwest corner of Lot 9 of said Homeland Park Subdivision; thence Westerly along the South line of said Lot 9 to the Northwest corner of Lot 37 of said Homeland Park Subdivision; thence Southerly to the Southwest corner of said Lot 37; thence Northwesterly to the Northwest corner of Lot 36 of said Homeland Park Subdivision; thence Southerly to the Southwest corner of said Lot 36, also being the Northeasterly Right-of-Way of the Southern Railroad; thence Northwesterly along said Northeasterly Right-of-Way of the Southern Railroad to the South corner of Lot 1 of said Homeland Park Subdivision; thence Northerly to the Northeast corner of said Lot 1, also being the Southerly Right-of-Way line of North Belt West; thence Westerly following along said Southerly Right-of-Way line of North Belt West to the Northeasterly Right-of-Way of the Southern Railroad, also being Parcel ID 08180505001; thence Northwesterly to the Northeast corner of said parcel; thence Westerly to the Northwest corner of Parcel ID 08180207024; thence Southwesterly to the Northeast corner of Parcel ID 08180100021; thence Southerly following along the Easterly line of said parcel the Southeast corner of said Parcel ID 08180100021; thence Westerly to the Northwest corner of Lot 6 of the Parkmoor Subdivision to the City of Belleville; thence Southwesterly following along the Northwesterly line of said Parkmoor Subdivision to the Northwest corner of Lot 4 of said Parkmoor Subdivision; thence Southerly to the Northeast corner of Lot 7 of the Parkmoor 1<sup>st</sup> Addition to the City of Belleville; thence Westerly to the Northwest corner of Lot 91 of the Parkmoor 4<sup>th</sup> Addition to the City of Belleville; thence Northerly to the Southeast corner of Parcel ID 08180100008; thence Continuing Northerly to the Southwest corner of Parcel ID 08180100009; thence Easterly to the Southeast of said parcel; thence Northerly to the Northeast corner of said parcel; thence Westerly to the Northwest corner of Lot 11 of the Schmisseeurs A.P. Subdivision to the City of Belleville; thence Southerly to the Northeast corner of Lot 13 of said Schmisseeurs A.P. Subdivision; thence Westerly along the South line of said Lot 13 to Easterly Right-of-Way line of Frank Scott Parkway West; thence Northerly following along said Easterly Right-of-Way line of Frank Scott Parkway West to Southwest corner of Lot 1 of said Schmisseeurs A.P. Subdivision; thence continuing Northerly along said Easterly Right-of-Way line of Frank Scott Parkway West a distance of 176.1 feet; thence Northwesterly to the South most corner of Parcel ID 07120426028, also being the Northerly Right-of-Way line of North Belt West; thence Westerly following along said Northerly Right-of-Way line of North Belt West to the Southeast corner of Parcel ID 07120506001, also being the Northeasterly Right-of-Way line of the Illinois Central Gulf Railroad; thence Westerly to a point being 5 feet and parallel to said Northeasterly Right-of-Way line of the Illinois Central Gulf Railroad; thence Northwesterly following along said Northeasterly Right-of-Way line 5 feet

Westerly and parallel to a point of intersection with the Northwesterly line of Lot 201 of the Pinecrest 7<sup>th</sup> Addition to the City of Belleville; thence Southwesterly to the North corner of Parcel ID 07120310002; thence Southerly to the North corner of Lot 1 of the Crons Tract A.P. No. 2 addition to the City of Belleville; thence Continuing Southerly to the North corner of Parcel ID 07130101056; thence Southeasterly to the Northeast corner of said parcel; thence Southwesterly following along the Easterly line of said parcel to the Northwest corner of Lot 38 of the Oak Manor 2<sup>nd</sup> Addition to the City of Belleville; thence Southerly to the Northwest corner of Lot 39 of said Oak Manor 2<sup>nd</sup> Addition; thence Southerly to the Northwest corner of Lot 40 of said Oak Manor 2<sup>nd</sup> Addition; thence Southeasterly to the Northeast corner of Lot 41 of said Oak Manor 2<sup>nd</sup> Addition; thence Southeasterly to the Southwest corner of said Lot 41, also being the Northeasterly Right-of-Way line of Illinois Route 15; thence Southwesterly to the Northeast corner of Parcel ID 07130300001, also being the Southwesterly Right-of-Way line of said Illinois Route 15; thence Westerly to the Southeast corner of Parcel ID 07130100014; thence Northwesterly along the Northeasterly line of said parcel to Southeasterly Right-of-Way of Twin Pyramid Parkway, a 50 foot wide street; thence Northeasterly a distance of 50 feet to the Northeasterly Right-of-Way line of said Twin Pyramid Parkway; thence Northwesterly along said Northeasterly Right-of-Way line of said Twin Pyramid Parkway a distance of 284.69 feet, also being the Easterly Right-of-Way line of South Seventy-Fourth Street; thence Westerly to the point of curvature of the Westerly Right-of-Way line of South Seventy-Fourth Street; thence Northerly following along said Westerly Right-of-Way line of South Seventy-Fourth Street to the Southwesterly Right-of-Way line of Illinois Route 15; thence Northwesterly along said Southwesterly Right-of-Way line of Illinois Route 15 to the Southeast corner of Parcel ID 07140200019; thence Westerly to the Southwest corner of said parcel; thence Northerly following along the Westerly line of said parcel to the North corner of said parcel, also being the Southwesterly Right-of-Way line of Illinois Route 15 and Old St. Louis Road; thence Northwesterly following along said Southwesterly Right-of-Way line of Illinois Route 15 and Old St. Louis Road to the North corner of Parcel ID 07110304007; thence Northwesterly along said Southwesterly Right-of-Way line of Illinois Route 15 and Old St. Louis Road a distance of 168.43; thence Northeasterly to the Northeasterly Right-of-Way line of Illinois Route 15, also being the Southeast corner of Parcel ID 07110300005; thence Northerly to the Northeast corner of said parcel; thence Northwesterly along the Northerly line of said parcel to the West corner of Parcel ID 07110300009; thence Southeasterly to the Northeast corner of said parcel; thence Northerly to the Northeast corner of Parcel ID 07110300012; thence Northwesterly to the South corner of Parcel ID 07100411001; thence Northerly to the North corner of said parcel; thence Southwesterly the West corner of said parcel, also being the Easterly Right-of-Way line of Illinois Route 13 (known as Old St. Louis Road); thence continuing Southwesterly to the Westerly Right-of-Way line of Illinois Route 13; thence Northwesterly following along said Westerly Right-of-Way line of Illinois Route 13 to Northwest corner of Parcel ID 07100101012; thence Northerly to the Southwest corner of Parcel ID 07100201001; thence Northerly then Easterly following along the Westerly line of said parcel to the Southerly Right-of-Way line of the Canadian National and Illinois Central Gulf Railroad; thence Easterly following along said Southerly Right-of-

Way line of the Canadian National and Illinois Central Gulf Railroad to the Northeasterly Right-of-Way line of Illinois Route 15, also being the Point of Beginning.

#### **ITEM A**

Excluding Part of Section 6, Township 1 North, Range 8 West of the 3rd Principal Meridian, St. Clair County, Illinois, (All references herein to "Parcel ID" refers to the Parcel Identification Number of Parcel(s) on file in the St. Clair County Court House, 10 Public Square, Belleville, Illinois) more particularly described as follows:

Beginning at the South most corner of Parcel ID 08060400076, also being on the Northeasterly Right-of-Way line of Illinois Route 161; thence Northwesterly following along said Northeasterly Right-of-Way line of Illinois Route 161 to the Southwest corner of Parcel ID 08060400073; thence Northeasterly to the North corner of said parcel, also being the Southerly Right-of-Way line of the Bi-State Development Agency Metrolink Expansion; thence Southeasterly following along said Southerly Right-of-Way line of the Bi-State Development Agency Metrolink Expansion to the Northeast corner of Parcel ID 08060400076; thence Southerly along the East line of said parcel, to the Point of Beginning.

#### **ITEM B**

Excluding Part of Section 20, Township 1 North, Range 8 West of the 3rd Principal Meridian, St. Clair County, Illinois, (All references herein to "Parcel ID" refers to the Parcel Identification Number of Parcel(s) on file in the St. Clair County Court House, 10 Public Square, Belleville, Illinois) more particularly described as follows:

Beginning at the South corner of Parcel ID 08200300005; thence Northwesterly along the Easterly Right-of-Way line of Roosevelt Avenue a distance of 61.05 feet; thence Southwesterly a distance of 30 feet to the westerly line of said Parcel ID 08200300005; thence Northwesterly to the Northwest corner of Parcel ID 08200300004; thence northeasterly to the Northeast corner of said parcel; thence Southeasterly to the Southeast corner of Parcel ID 08200300006, also being the Northerly Right-of-Way line of South Twenty-First Street; thence Southwesterly along said Northerly Right-of-Way line of South Twenty-First Street, to the Point of Beginning.

#### **ITEM C**

Excluding Part of Section 14-15 & 22-23, Township 1 North, Range 8 West of the 3rd Principal Meridian, St. Clair County, Illinois, (All references herein to "Parcel ID" refers to the Parcel Identification Number of Parcel(s) on file in the St. Clair County Court House, 10 Public Square, Belleville, Illinois) more particularly described as follows:

Beginning at the South corner of Lot 74 of the Commercial Place Subdivision to the City of Belleville, also being the Northwesterly Right-of-Way line of South Church Street; thence Southeasterly to the South corner of Lot 152 of said Commercial Place

Subdivision thence Southeasterly to the West corner of Lot 19 of Block 1 of the Jefferson Heights Subdivision to the City of Belleville; thence Southeasterly along the Southwesterly line of said Lot 19 to a point on the Northwesterly line of Lot 45 of Block 1 of the Jefferson Heights Subdivision; thence Southwesterly to the west corner of said Lot 45; thence Southeasterly along the Southwesterly line of said Lot 45 to a point on the Southeasterly Right-of-Way line of LaSalle Street; thence Southwesterly to the West corner of Lot 17 of Block 2 of said Jefferson Heights Subdivision; thence Southeasterly long the Southwesterly line of said Lot 17 to the North corner of Lot 47 of said block and subdivision; thence Southwesterly to the West corner of said Lot 47; thence Southeasterly to the South corner of said Lot 47; thence Northeasterly to the East corner of said Lot 47; thence Southeasterly to the North corner of Lot 16 of Block 5 of said Jefferson Heights Subdivision; thence Southeasterly along the Northeasterly line of said Lot 16 to the North corner of Lot 47 of said Block 5; thence Northeasterly to the North corner of Lot 45 of said Block 5; thence Southeasterly along the Northeasterly line of said Lot 45 to a point on the Southeasterly Right-of-Way line of Page Avenue; thence Northeasterly to the North corner of Lot 18 of Block 6 of said Jefferson Heights Subdivision; thence Southeasterly along the Northeasterly line of said Lot 18 to North corner of Lot 18 of Block 13 of said Jefferson Heights Subdivision, also being the Southeasterly right-of-Way line of East D Street; thence Northeasterly to the North corner of Lot 19 of said block and subdivision; thence Southeasterly along the Northeasterly line of said Lot 19 to the North corner of Lot 44 of said Block; thence Northeasterly to the North corner of Lot 43 of said block; thence Southeasterly along the Northeasterly line of said Lot 43 to a point on the Southeasterly Right-of-Way of East B Street; thence Southwesterly along said Southeasterly Right-of-Way of East B Street to the West corner Parcel ID 08230109009; thence Southeasterly to the South Corner of said parcel; thence Southwesterly to the West corner of Lot 1 of the West Acres 3<sup>rd</sup> Addition to the City of Belleville; thence Southeasterly along the Southwesterly line of said Lot 1 to the South corner of Lot 8 of said West Acres 3<sup>rd</sup> Addition; thence Northeasterly to the West corner of Lot 1 of the West Acres 1<sup>st</sup> Addition to the City of Belleville; thence Southeasterly along the Southwesterly line of said Lot 1 to a point on the Southeasterly Right-of-Way line of East Main Street; thence Southwesterly to the North corner of Parcel ID 08230303063; thence Southeasterly to the East corner of said parcel; thence Southwesterly to the South corner of said parcel; thence Southeasterly to the South corner of Lot 11 of the Bueschs Acres Subdivision to the City of Belleville, also being the Northwesterly Right-of-Way line of Orchard Drive, a 50 foot wide street; thence continuing Southeasterly 50 feet to the Southeasterly Right-of-Way line of said Orchard Drive; thence Southwesterly following along said Southeasterly Right-of-Way line of Orchard Drive to the Northwest corner of Parcel ID 08230305024; thence Northwesterly to the South corner of Lot 1 of the Kniepkamp Place Subdivision to the City of Belleville; thence Northwesterly to the East corner of Lot 8 of the Uhl Tracts A.P. to the City of Belleville; thence Southwesterly to the North corner of Parcel ID 08230303089; thence Southeasterly to the East corner of said parcel; thence Southwesterly to the South corner of said parcel; thence Northwesterly to the West corner of Lot 1 of said Uhl Tracts A.P. subdivision; thence Southwesterly to the North corner of Parcel ID 08230303071; thence Southeasterly to the East corner of said parcel; thence Southwesterly along the Southeasterly line of said parcel a distance of

642.5 feet; thence Northwesterly to the West corner of said parcel; thence Northeasterly to the East corner of Parcel ID 08230302030; thence Northwesterly to the North corner of said parcel; thence Northwesterly to the East corner of Parcel ID 08220419016, also being the Southwesterly Right-of-Way line of Florida Avenue; thence Northwesterly following along said Southwesterly Right-of-Way line of Florida Avenue to the Southeasterly Right-of-Way line of East B Street; thence Southwesterly following along said Southeasterly Right-of-Way line of East B Street to the Northeasterly Right-of-Way line of the Bi-State Development Agency Metrolink Expansion; thence Northwesterly to the Southwest corner of Lot 6B of the Lucinda Wangelin Subdivision of Lands A.P. to the City of Belleville; thence Northerly along the West line of said Lot 6B to the Northwest corner of Lot 33 of the Eastwood Subdivision to the City of Belleville; thence Northeasterly to the South corner of Parcel ID 08220217022; thence Northwesterly following the Southeasterly line of said parcel to the Northwest corner of said parcel; thence Northwesterly to the South corner of Parcel ID 08220217026; thence Northwesterly along the Southwesterly line of said parcel to the south corner of Parcel ID 08220217003, also being the Northwesterly line of a 20 foot wide Alley; thence Southwesterly following along said Northwesterly line of a 20 foot wide Alley to a point on the Southwesterly Right-of-Way line of Hecker Street; thence Northwesterly along said Southwesterly Right-of-Way line of Hecker Street to the North corner of Parcel 08220215031; thence Southwesterly to the West corner of said parcel, also being the Northeasterly line of a 20 foot wide Alley; thence Southeasterly following along said Northeasterly line of a 20 foot wide Alley to a point on the Westerly line of Parcel ID 08220215024; thence Southwesterly to the North corner of Parcel ID 08220215026; thence Southerly following along the Westerly line of said parcel to the Northeasterly Right-of-Way line of the Bi-State Development Agency Metrolink Expansion; thence Northwesterly following along said Northeasterly Right-of-Way line of the Bi-State Development Agency Metrolink Expansion to the point of intersection with the Southeasterly Right-of-Way line of Scheel Street; thence Northeasterly along said Southeasterly Right-of-Way line of Scheel Street to the West corner of Parcel ID 08220215002; thence Northwesterly to the North corner of Parcel ID 08220112025; thence Southwesterly along the northwesterly line of said parcel to a point on the Northeasterly line of Parcel ID 08220112024; thence Northwesterly to the North corner of said parcel; thence Southwesterly to the West corner of said parcel, also being the Northeasterly Right-of-Way line of the Bi-State Development Agency Metrolink Expansion; thence Northwesterly following along said Northeasterly Right-of-Way line of the Bi-State Development Agency Metrolink Expansion to the Southeasterly Right-of-Way line of South Church Street; thence Northeasterly following along said Southeasterly Right-of-Way line of South Church Street to the point of intersection with the Southwesterly Right-of-Way line of Rear Lebanon Avenue; thence Northwesterly following along said Southwesterly Right-of-Way line of Rear Lebanon Avenue to the point of intersection with the Northwesterly line of Parcel ID 08220105006; thence Northeasterly to the North corner of said parcel; thence continuing Northeasterly to the West corner of Lot 12 of the Tower Grove Addition No. 2 to the City of Belleville, also being the Southeasterly line of a 17 foot wide Alley; thence Northeasterly following along said Southeasterly line of a 17 foot wide Alley to the Southwesterly Right-of-Way line of Koerner Street, a 50 foot wide street; thence continuing Northeasterly a distance

of 50 feet of a point on the Northeasterly Right-of-Way line of Koerner Street; thence Northeasterly to the West corner of Parcel ID 08150414009; thence Northeasterly to the North corner of Parcel ID 08150414010; thence Northeasterly to the North corner of Parcel ID 08150414011; thence Southeasterly to the South corner of Parcel ID 08150414004; thence Northeasterly to the East corner of Parcel ID 08150414008; thence Southeasterly to the west corner of Parcel ID 08150414051, also being the Southeasterly line of a 15 foot wide Alley; thence Northeasterly following along said Southeasterly line of a 15 foot wide Alley to the West corner of Lot 74 of the Commercial Place Subdivision to the City of Belleville; thence Southeasterly a distance of 125 feet to the Point of Beginning.

#### **ITEM D**

Excluding Part of Section 22-23 &26-27, Township 1 North, Range 8 West of the 3rd Principal Meridian, St. Clair County, Illinois, (All references herein to "Parcel ID" refers to the Parcel Identification Number of Parcel(s) on file in the St. Clair County Court House, 10 Public Square, Belleville, Illinois) more particularly described as follows:

Beginning at the Southeast corner of Parcel ID 08260200010, also being on the Northerly Right-of-Way line of Mascoutah Avenue; thence Westerly to the Southwesterly corner of said parcel; thence Northerly to the northeast corner of Parcel ID 08260115038; thence Westerly along the North line of said parcel to the Northwest corner of Parcel ID 08260115035, also being the East Right-of-Way line of Garden Boulevard, a 50 foot wide street; thence Southerly to the Southwest corner of said parcel; thence Northwesterly to a point of intersection with the West line of Parcel ID 08260115036; thence Westerly to a point on the West Right-of-Way line of Garden Boulevard; thence Southerly along said West Right-of-Way line of Garden Boulevard to the North Right-of-Way line of Mascoutah Avenue; thence Southerly to the Northeast corner of Lot 17 of the Belle Valley Place Subdivision to the City of Belleville, also being South Right-of-Way line of Mascoutah Avenue; thence Southerly to the Southeast corner of said Lot 17; thence Westerly to the Southwest corner of Lot 7 of said Belle Valley Place Subdivision; thence Northwesterly to the Northwest corner of said Lot 7, also being South Right-of-Way line of Mascoutah Avenue; thence Easterly following along said South Right-of-Way line of Mascoutah Avenue to the point of intersection with the Easterly Right-of-Way line of South Pennsylvania Avenue; thence Northerly to the Southwest corner of Lot 63 of the Garden Heights Subdivision, also being said Easterly Right-of-Way line of South Pennsylvania Avenue; thence Northerly following along said Easterly Right-of-Way line of South Pennsylvania Avenue to the Northwesterly Right-of-Way line of Prairie Avenue; thence Southwesterly following along said Northwesterly Right-of-Way line of Prairie Avenue to the Northeasterly Right-of-Way line of Portland Avenue; thence Northwesterly following along said Northeasterly Right-of-Way line of Portland Avenue to the Northwesterly Right-of-Way line of McClintock Avenue; thence Southwesterly following along said Northwesterly Right-of-Way line of McClintock Avenue to the Northeasterly Right-of-Way line of Wabash Avenue; thence Northwesterly following along said Northeasterly Right-of-Way line of Wabash Avenue to Southeasterly Right-of-Way line of East Grant Street; thence

Southwesterly following along said Southeasterly Right-of-Way line of East Grant Street to the Northeasterly Right-of-Way line of Forest Avenue; thence Southeasterly following along said Northeasterly Right-of-Way line of Forest Avenue to the Northwesterly Right-of-Way line of McClintock Avenue; thence Southwesterly following along said Northwesterly Right-of-Way line of McClintock Avenue to the South corner of Lot 48 of the Twenhoefels 2<sup>nd</sup> Addition to the City of Belleville, also being the Northeasterly line of a 16 foot wide Alley; thence Northwesterly following along said Northeasterly line of a 16 foot wide Alley to the West corner of Lot 21 of the Twenhoefels 3<sup>rd</sup> Addition to the City of Belleville; thence Northwesterly to the East corner of Lot 43 of said Twenhoefels 3<sup>rd</sup> Addition; thence Northeasterly to the South corner of Lot 48 of said Twenhoefels 3<sup>rd</sup> Addition, also being Northwesterly Right-of-Way line of East McKinley Street; thence Northeasterly following along said Northwesterly Right-of-Way line of East McKinley Street to the Southwesterly line of a 16 foot wide Alley; thence Northwesterly following along said Southwesterly line of a 16 foot wide Alley to the North corner of said Lot 48 of said Twenhoefels 3<sup>rd</sup> Addition; thence Northerly to the Southeast corner of Parcel ID 08270202015; thence Northeasterly to the South corner of Lot 13 of said Twenhoefels 3<sup>rd</sup> Addition, also being the Northeasterly Right-of-Way line of Forest Avenue; thence Northwesterly following along said Northeasterly Right-of-Way line of Forest Avenue to the West corner of Lot 7 of said Twenhoefels 3<sup>rd</sup> Addition; thence Northeasterly along the Northwesterly line of said Lot 7 to the South corner of Lot 42 of the Highland Addition to the City of Belleville, also being the Northwesterly Right-of-Way line of Olive Street; thence Northeasterly following along said Northwesterly Right-of-Way line of Olive Street to the Southeast corner of Lot 6 of Block 3 of Mckinzie Place Subdivision to the City of Belleville, also being the Northerly line of a 16 foot wide Alley; thence Easterly following along said Northerly line of a 16 foot wide Alley to the South corner of Lot 6 of Block 4 of said Mckinzie Place Subdivision; thence Northeasterly to the East corner of said Lot 6; thence Southeasterly to the East corner of Lot 7 of said Block 4 of Mckinzie Place Subdivision, also being the Northeasterly Right-of-Way line of South Missouri Avenue; thence Northeasterly to the South corner of Parcel ID 08230306001; thence Southeasterly to the Northwest corner of Lot 30 of the Edison Place Subdivision to the City of Belleville; thence Easterly to the Northwest corner of Lot 32 of said Edison Place Subdivision; thence Easterly following along the Northerly line of said Lot 32 to the Westerly Right-of-Way line of Garden Boulevard; thence Easterly to the Northwest corner of Lot 96 of said Edison Place Subdivision, also being the Easterly Right-of-Way line of Garden Boulevard; thence Southeasterly following along said Easterly Right-of-Way line of Garden Boulevard to the Northeasterly Right-of-Way line of McKinley Drive; thence Easterly following along said Northeasterly Right-of-Way line of McKinley Drive to the Southwesterly Right-of-Way line of the Bi-State Development Agency Metrolink Expansion; thence Southeasterly following along said Southwesterly Right-of-Way line of the Bi-State Development Agency Metrolink Expansion to the Northeast corner of Parcel ID 08260200010; thence Southerly along the East line of said parcel, to the Point of Beginning.

**ITEM E**

Excluding Part of Section 26, Township 1 North, Range 8 West of the 3rd Principal Meridian, St. Clair County, Illinois, (All references herein to "Parcel ID" refers to the Parcel Identification Number of Parcel(s) on file in the St. Clair County Court House, 10 Public Square, Belleville, Illinois) more particularly described as follows:

Beginning at the Southwest corner of the Fox Valley-Belleville Subdivision to the City of Belleville, also being the North Right-of-Way line of Mascoutah Avenue; thence Northerly following along the West line of said subdivision to the Southerly Right-of-Way line of the Bi-State Development Agency Metrolink Expansion; thence Easterly following along said Southerly Right-of-Way line of the Bi-State Development Agency Metrolink Expansion to the East line of said Fox Valley-Belleville Subdivision; thence Southerly following along said east line of said subdivision to the North Right-of-Way line of Mascoutah Avenue; thence Westerly following along said North Right-of-Way line of Mascoutah Avenue, to the Point of Beginning.

## Ordinance 8212

### ***AN ORDINANCE AMENDING ORDINANCE NO. 7829 TO ADD TERRITORY TO THE BELLEVILLE ENTERPRISE ZONE***

**WHEREAS**, the Illinois Enterprise Zone Act (20 ILCS 655/1 et. seq.), as amended (the “Act”), authorizes municipalities and counties to designate an “Enterprise Zone”, as that term is defined in the Act, pursuant to a designating ordinance; and,

**WHEREAS**, the City of Belleville (the “City”) approved Ordinance No. 7829 on December 16, 2014, designating an Enterprise Zone within the City; and,

**WHEREAS**, the City wishes to add territory to its Enterprise Zone in order to offer various tax incentives and benefits to additional property located within the City; and,

**WHEREAS**, the Act requires that the City amend its designating ordinance in order to add territory to its Enterprise Zone before it can apply to the Illinois Department of Commerce and Economic Opportunity (“DCEO”) for certification of the proposed amendment; and,

**WHEREAS**, following the approval of this Ordinance Amending Ordinance No. 7829, a formal application to add territory to the Enterprise Zone will be submitted to DCEO in accordance with the requirements of the Act; and,

**WHEREAS**, the Enterprise Zone, currently encompassing an area of 9.79 square miles, was officially certified by the State of Illinois, effective January 1, 2016; and,

**WHEREAS**, it is now necessary and appropriate that the City amend said Ordinance in order to add territory to the Enterprise Zone to enhance and encourage further economic growth and development, and the creation or retention of jobs in the City; and,

**WHEREAS**, the City Council held a public hearing on July 2, 2018, in accordance with the provisions of the Act on the question of amending Ordinance No. 7829 to add territory to the Enterprise Zone; and that public notice of such public hearing was published in at least one newspaper of general circulation within the Enterprise Zone, not more than 20 days nor less than five days before the public hearing.

**NOW, THEREFORE, BE IT ORDAINED**, by the City Council of the City of Belleville, Illinois, as follows:

**SECTION 1.** The territory proposed to be added to the Enterprise Zone meets the qualification requirements established by the Act.

**SECTION 2.** The addition of such territory will not result in the Enterprise Zone comprising more than twelve (12) square miles in total area.

**SECTION 3.** Ordinance No. 7829 is hereby amended, subject to the approval of DCEO, to add territory to the Enterprise Zone, as such territory is legally described and graphically

displayed in **Exhibit A** and made a part hereof. The legal description of the Enterprise Zone boundaries, including the added territory is attached as **Exhibit B**.

**SECTION 4.** The City Clerk is hereby directed to send the original signed copy, and two certified copies, of this Ordinance to the Assistant Director of the Economic Development, Planning and Zoning Department of the City, to include in the application to DCEO requesting approval to add territory to the Enterprise Zone.

**SECTION 5.** The territory to be added to the Enterprise Zone shall be eligible for the various related tax incentives and benefits as outlined in Ordinance No. 7829 and all subsequent amendments thereto.

**SECTION 6.** This Ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

	<u>AYE</u>	<u>NAY</u>
Ken Kinsella	_____	_____
Joe Hazel	_____	_____
Mike Buettner	_____	_____
Jane Pusa	_____	_____
Kent Randle	_____	_____
Scott Tyler	_____	_____
Johnnie Anthony	_____	_____
Raffi Ovian	_____	_____
Ed Dintelman	_____	_____
Michelle Schaefer	_____	_____
Andy Gaa	_____	_____
Mary Stiehl	_____	_____
Phil Elmore	_____	_____
Dennis Weygandt	_____	_____
Roger Wigginton	_____	_____
Roger Barfield	_____	_____

**APPROVED** by the Mayor of the City of Belleville, this 16<sup>th</sup> day of July, 2018.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK  
(SEAL)

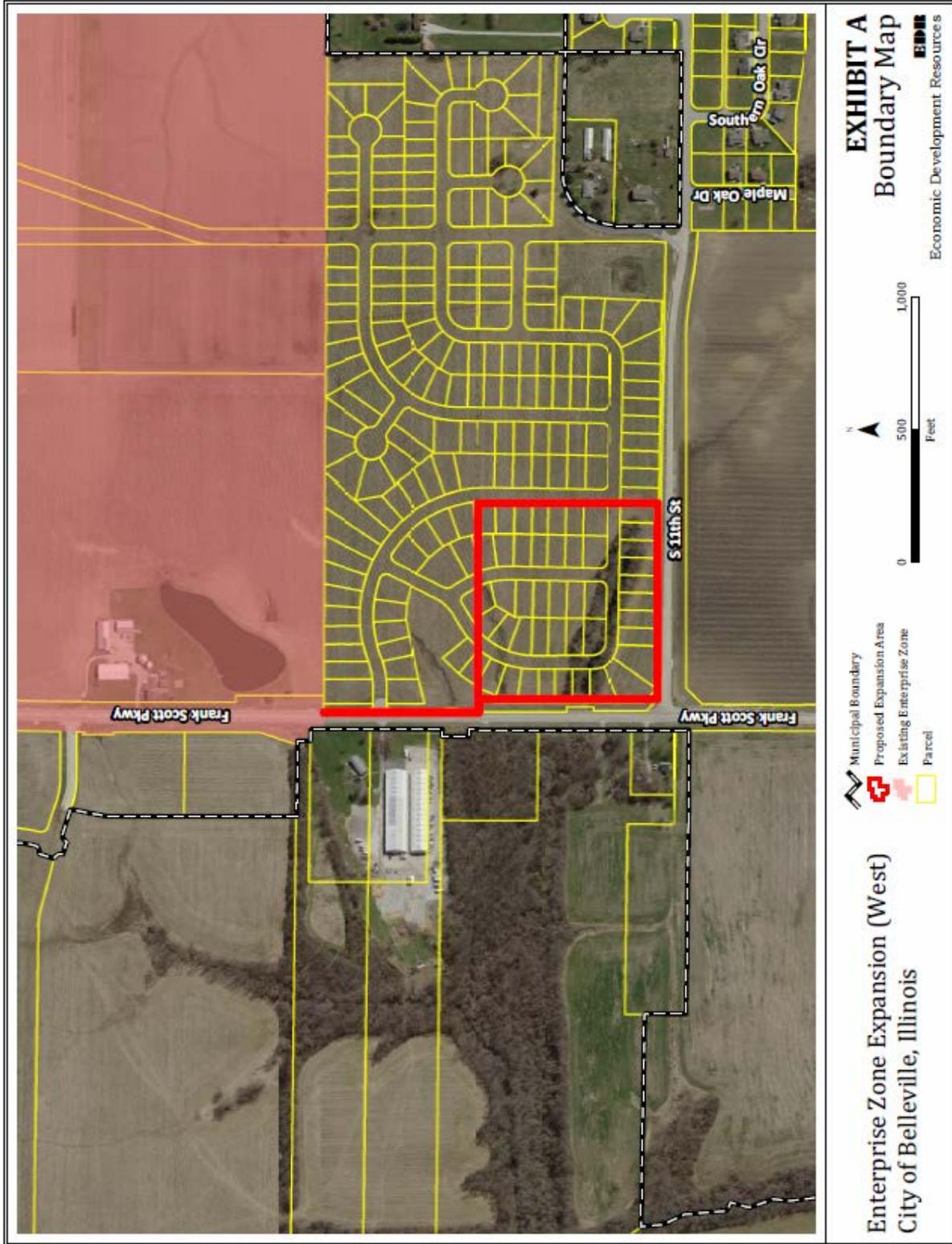
## **EXHIBIT A**

### **Territory to be added to the Belleville Enterprise Zone**

#### **LEGAL DESCRIPTION**

; thence continuing Westerly along the said North line of the Brook Taylor Estates subdivision to the Easterly Right-of-Way line of Frank Scott Parkway; thence Southerly along the Easterly Right-of-Way of Frank Scott Parkway a distance of 580.00 feet; thence Easterly along a line perpendicular to the Easterly Right-of-Way line of Frank Scott Parkway West a distance of 795.00 feet; thence Southerly along a line perpendicular to the Northerly Right-of-Way line of South 11<sup>th</sup> Street to its intersection with the Northerly Right-of-Way line of said South 11<sup>th</sup> Street; thence Westerly following the Northerly Right-of-Way line of South 11<sup>th</sup> Street to its intersection with the Easterly Right-of-Way line of Frank Scott Parkway West; thence continuing Westerly along a line parallel to the Northerly Right-of-Way line of Said South 11<sup>th</sup> Street a distance of 3.00 feet; thence Northerly along a line parallel to and 3.00 feet West of the Easterly Right-of-Way line of Frank Scott Parkway to a point 3.00 feet West of the Northwest corner of the Brook Taylor Estates Subdivision; thence Westerly along a line parallel to the North line of the Brook Taylor Estates subdivision to the Westerly Right-of Way line of Frank Scott Parkway;

# BOUNDARY MAP



## EXHIBIT B

### Legal Description Enterprise Zone for the City of Belleville, Illinois – St. Clair County

Part of Sections 25, 26, 35 & 36 of Township 2 North, Range 9 West, Part of Sections 1 thru 3, 10 thru 14&24 of Township 1 North, Range 9 West, Part of Sections 5 thru 9, 14 & 15, 17 thru 29 and 33 thru 36 of Township 1 North, Range 8 West, Part of Section 30 of Township 1 North, Range 7 West, Part of Section 1 of Township 1 South, Range 8 West and Part of Section 6 of Township 1 South, Range 7 West of the 3rd Principal Meridian, St. Clair County, Illinois, (All references herein to "Parcel ID" refers to the Parcel Identification Number of Parcel(s) on file in the St. Clair County Court House, 10 Public Square, Belleville, Illinois) is described as follows:

Excluding the following: SEE ATTACHED ITEMS A thru E

Beginning at the point of intersection with Southerly Right-of-Way Line of the Canadian National and Illinois Central Gulf Railroad and the Northeasterly Right-of-Way line of Illinois Route 15; thence Southeasterly following along said Northeasterly Right-of-Way line of Illinois Route 15 to the Westerly Right-of-Way line of Latinette Lane; thence Easterly to a point on the Easterly Right-of-Way line of said Latinette Lane, also being a point on said Northerly Right-of-Way line of Illinois Route 15; thence Southeasterly following along said Northeasterly Right-of-Way Line of Illinois Route 15 to the Southwest corner of Lot 24 of the Town and Country Assessment Plat No. 2 addition to the City of Belleville, also being a point the North Right-of-Way line of Illinois Route 13 (North Belt West); thence Easterly following along said North Right-of-Way line of Illinois Route 13 to a point on the East Right-of-Way line of Sheffield Drive; thence Northerly along said East Right-of-Way line of Sheffield Drive to a point on the South Right-of-Way line of Westchester Drive; thence Easterly following along said South Right-of-Way line of Westchester Drive to the West Right-of-Way line of South Seventy-Fourth Street; thence Easterly to the North most corner of Parcel ID 07120310001, also being a point on the Southwesterly Right-of-Way line of the Illinois Central Gulf Railroad; thence Easterly to the South corner of Parcel ID 07120305005, also being a point on the Northeasterly Right-of-Way line of the Illinois Central Gulf Railroad; thence Southeasterly following along said Northeasterly Right-of-Way line of the Illinois Central Gulf Railroad to the South corner of Lot 27 of the Pinecrest Subdivision to the City of Belleville; thence Northerly along the East line of said Lot 27 to the Northwest corner of Lot 24 of said Pinecrest Subdivision to the City of Belleville; thence Easterly along the North line of said Lot 24 to the Northeast corner of said Lot 24, also being the West Right-of-Way line of Brittany Lane, a 50 foot wide street; thence Easterly to a point on the East Right-of-Way line of said Brittany Lane, also being the Northwest corner of Lot 23 of said Pinecrest Subdivision to the City of Belleville; thence Easterly along the North line of said Lot 23 to the Northeast corner of said Lot 23 of said Pinecrest Subdivision to the City of Belleville, also being on the West line of Lot 4 of the Ogles, Atlee Subdivision 12<sup>th</sup> Addition to the City of Belleville; thence Northerly along the West line of said Lot 4 to the Northwest corner of said Lot 4 of said Ogles, Atlee Subdivision 12<sup>th</sup> Addition;

thence Easterly along the North line of said Lot 4 to the Northeast corner of Lot 6 of said Ogles, Atlee Subdivision 12<sup>th</sup> Addition; thence Northeasterly along the Northerly line of Lot 309 of the Ogles, Atlee Subdivision 7<sup>th</sup> Addition to the City of Belleville to the North corner of said Lot 309; thence Southeasterly along the Northeasterly line of Lots 309 and 308 of said Ogles, Atlee Subdivision 7<sup>th</sup> Addition to the Northeast corner of said Lot 308; thence Southerly along the East line of said Lot 308 to the Southeast corner of said Lot 308 of said Ogles, Atlee Subdivision 7<sup>th</sup> Addition; thence Easterly along said subdivision line to the Southeast corner of Lot 1 of the Raintree Subdivision to the City of Belleville; thence Northwesterly along the East line of said Lot 1 to the Northeast corner of said Lot 1, also being the Westerly Right-of-Way of Raintree Woods Drive, a 50 foot wide street; thence Northeasterly at a right angle from said Westerly Right-of-Way to a corner of the Easterly Right-of-Way of said Raintree Woods Drive, also being the West line of Out Lot A of the Ogle Tracts A. P. to the City of Belleville; thence Northerly following along the West line of said Out Lot A to the Northwest corner of said Out Lot A; thence Easterly following along the North line of said Out Lot A to the East most corner of said Out Lot A, also being the Westerly Right-of-Way Line of Frank Scott Parkway West; thence Southeasterly to a point on the Easterly Right-of-Way line of said Frank Scott Parkway West, also being the Northwest corner of Parcel ID 08070305047; thence Southwesterly along said Easterly Right-of-Way line of Frank Scott Parkway West to the Southwest corner of Parcel ID 08070305049; thence Easterly along the South line of said Parcel ID 08070305049 to the Southeast corner of said Parcel ID 08070305049; thence Northerly along the East line of said Parcel ID 08070305049 to the Southwest corner of Lot 24 of Northbelt Homesites Subdivision to the City of Belleville; thence Easterly along the South line of said Lot 24 to the West Right-of-Way line of South Forty-Seventh Street; thence Southerly along said West Right-of-Way line of South Forty-Seventh Street to the Northeast corner of Lot 4 of said Northbelt Homesites Subdivision; thence Easterly to the Northeast corner of Lot 23 of said Northbelt Homesites Subdivision; thence Easterly to the South corner of Parcel ID 08070420028; thence Northeasterly along the Southerly line of said Parcel ID 08070420028 to the Southerly Right-of-Way line of Washington Street; thence Northwesterly following along said Southerly Right-of-Way line of Washington Street to the North corner of Lot 1 of Block 4 of the Schmisiseurs Subdivision of the SW  $\frac{1}{4}$  of Section 7 & 8 to the City of Belleville, also being a point on the Easterly Right-of-Way line of South Fifty-First Street; thence Northwesterly the Southeast corner of Lot 14 of Block 2 of said Schmisiseurs Subdivision of the SW  $\frac{1}{4}$  of Section 7 & 8 to the City of Belleville, also being a point on the Westerly Right-of-Way line of South Fifty-First Street; thence Northeasterly along said Westerly Right-of-Way line of South Fifty-First Street to the Northeast corner of Lot 9 of said block and subdivision, also being the South line of a 15 foot wide Alley; thence Northwesterly along said South line of a 15 foot wide Alley to the North corner of Lot 8 of Block 1 of said Schmisiseurs Subdivision of the SW  $\frac{1}{4}$  of Section 7 & 8 to the City of Belleville, also being the Easterly Right-of-Way line of South Fifty-Third Street; thence Southwesterly along said Easterly Right-of-Way line of South Fifty-Third Street a distance of 75 feet; thence Northwesterly to a point on the Westerly Line of said Fifty-Third Street, also being the South corner of Lot 6J of the Belleville Township Section 6 and 7 Addition to the City of Belleville; thence Northwesterly along the Southwesterly line of said Lot 6J to the northwest corner of said

Lot 6J; thence Southwesterly to the South corner of Lot 6L of said Belleville Township Section 6 and 7 Addition to the City of Belleville; thence Northwesterly along the Southwesterly line of said Lot 6L to the West corner of said Lot 6L; thence Northeasterly along the Northwesterly line of said Lot 6L to the South corner of Lot 6N of said Belleville Township Section 6 and 7 Addition to the City of Belleville; thence Northwesterly along the Southwesterly line of said Lot 6N to the West corner of said Lot 6N; thence Southwesterly to the South corner of Lot D of the John S. Siddalls Addition to the City of Belleville; thence Northwesterly along the Southwesterly line of said Lot D to the Easterly Right-of-Way line of South Fifty-Fourth Street; thence Southwesterly along said Easterly Right-of-Way line of South Fifty-Fourth Street to the Easterly Right-of-Way line of the Southern Railroad Company; thence Northwesterly following along said Easterly Right-of-Way line of the Southern Railroad Company to the Northerly Right-of-Way line of South Fifty-Seventh Street; thence Westerly to the Southeast corner of Parcel ID 07120414003; thence Westerly following along the Southerly line of said Parcel ID 07120414003 to the Northwest corner of said Parcel ID 07120414003; thence Easterly along the Northerly line of said Parcel ID 07120414003 to the Easterly Right-of-Way line of the Southern Railroad Company; thence Northwesterly following along said Easterly Right-of-Way line of the Southern Railroad Company to the West most corner of Part 4 of the Belleville Township Section 12 Addition to the City of Belleville; thence Northeasterly following along the Northerly line of said Part 4 to the Westerly Right-of-Way line of Foley Drive; thence Northwesterly following along said Westerly Right-of-Way line of Foley Drive to North corner of Lot 1 of the Kathy Subdivision to the City of Belleville; thence Northerly to the South corner of Lot 70 of the Ogle Place First Addition to the City of Belleville, also being a point on the Northerly Right-of-Way line of South Seventy-Fourth Street; thence Northeasterly along said Northerly Right-of-Way line of South Seventy-Fourth Street to the Easterly line of a 16 foot wide alley; thence Northwesterly following along said Easterly line of a 16 foot wide alley to the Southerly Right-of-Way line of Seventy-Eighth Street, also being the West corner of Lot 24 of the Ogle First Addition to the City of Belleville; thence Northwesterly to the South corner of Lot 1 of the Edmund Goeddes Subdivision to the City of Belleville; thence Northwesterly along the Southwesterly line of said Lot 1 to the Northwest corner of Lot 4 of said Subdivision; thence Southwesterly to the Southeast corner of Lot 23 of the Juanita Place Annex to the City of Belleville; thence Northwesterly along the Northeasterly line of said Lot 23 to the Northeast corner of Lot 6 of said Subdivision; thence Southwesterly along the Northerly line of said Lot 6 to the South corner of Lot 3 of said Subdivision; thence Northwesterly along the Southerly line of said Lot 3 to the West corner of Lot 1 of said subdivision; thence Northeasterly to the South corner of Lot 29 of the Belleville Township Section 1, 2, 3 & 10 Addition to the City of Belleville; thence Northwesterly along the Southerly line of said Lot 29 to the West corner of said Lot 29; thence Southwesterly to the South corner of Lot 4 of the Juanita Place Addition to the City of Belleville; thence Northwesterly along the Southerly line of said Lot 4 to the Southerly Right-of-Way line of South Eighty-First Street (also known as Juanita Place); thence Northerly to the South corner of Lots 7 thru 9 of the Juanita Place Addition to the City of Belleville; thence Northwesterly along the Southerly line of said Lots 7-9 to the Southerly Right-of-Way line of Juanita Place; thence Northwesterly to the South corner of Lot 50 of the Juanita place Addition to the City of

Belleville; thence Northwesterly along the Southerly line of said Lot 50 to the West corner of Lot 51 of said Subdivision; thence Northeasterly along the northerly line of said Lot 51 to the Northeasterly line of a 16 foot wide Alley; thence Northwesterly following along the Northeasterly line of said Alley to the Southerly Right-of-Way line of Eighty-Ninth Street, a 50 foot wide Street, also being the Northwest corner of Lot 48 of the Woodside Subdivision to the City of Belleville; thence continuing Northwesterly 60 feet to a point on the Northerly Right-of-Way line of said Eighty-Ninth Street; thence continuing Northwesterly to the Northeast corner of Lot 8 of the Signal Hill Park Subdivision to the City of Belleville: thence Southwesterly along the North line of said Lot 8 to the Northwest corner of Parcel ID 02350422040; thence Northwesterly to the Southwest corner of Parcel ID 02350422048; thence Northeasterly along the South line of said Parcel ID 02350422048 to the Southeast corner of said Parcel ID 02350422048; thence Southeasterly to the Northwest corner of Parcel ID 02350422037; thence northeasterly along the Northerly line of said Parcel Id 02350422037 to the Southwest corner of Parcel ID 02350422002; thence Northwesterly along the Southwesterly line of said Parcel ID 02350422002 to the Northwest corner of said Parcel ID 02350422002; thence Northeasterly to the Southwest corner of Lot 27 of the Bennetts Subdivision to the City of Belleville; thence Northeasterly along the Southerly line of said Lot 27 to the Southwest corner of Lot 1 of said subdivision, also being the Northerly line of a 15 foot wide Alley; thence Northwesterly following along said Northerly line of a 15 foot wide Alley to the Southerly Right-of-Way line of Ninety-Fifth Street; thence Northerly to the Southwest corner of Lot 8 of the Glenview Park Subdivision to the City of Belleville; thence Northerly along the Westerly line of said Lot 8 to the Northwest corner of Lot 9 of said subdivision; thence Easterly along the North line of said Lot 9 to the Southwest corner of Lot 10 of said subdivision; thence Northerly along the West line of said Lot 10 to the South Right-of-Way line of Glenview Drive, a 50 foot wide street; thence Northerly to the Southwest corner of Lot 11 of said Glenview Park Subdivision; thence Northerly along the West line of said Lot 11 to the Northwest corner of Lot 18 of said subdivision; thence Northwesterly to the Southwest corner of Lot 4 of Block 2 of the Park View Subdivision to the City of Belleville; thence Northerly along the West line of said Lot 4 to the South Right-of-Way line of Ninety-Seventh Street; thence Northerly to the Southwest corner of Lot 7 of said Park View Subdivision, also being the North Right-of-Way line of Ninety-Seventh Street; thence Northerly to the Northwest corner of Lot 1 of said Park View Subdivision, also being the South Right-of-Way line of Ninety-Eighth Street; thence Westerly along said South Right-of-Way line of Ninety-Eighth Street to the Northwest corner of Lot 33 of said Park View Subdivision; thence Northerly to the Southwest corner of Lot 12 of the J.T. Donovans Re-Subdivision to the City of Belleville, also being the East line of a 20 foot wide Alley; thence Northerly following along East line of said 15 foot wide Alley to the Northwest corner of Lot 32 of said J.T. Donovans Re-Subdivision, also being the South Right-of-Way line of One Hundred and First Street, a 40 feet wide street; thence Northerly a distance of 40 feet to a point on the North Right-of-Way line of said Hundred and First Street; thence Westerly along said North Right-of-Way line to the Southwest corner of Lot 2 of the Granvue Park Subdivision to the City of Belleville; thence Northerly along the West line of said Lot 2 the Northwest corner of said Lot 2, also being the South Right-of-Way line of Granvue Drive, a 50 foot wide street; thence Northerly distance of 50 feet to a point on the North

Right-of-Way line of said Granvue Drive; thence Westerly along said North Right-of-Way line to the Southwest corner of Lot 28 of said Granvue Park Subdivision; thence Northerly along the West line of said Lot 28 to the Northwest corner of said Lot 28; thence Westerly to the Southwest corner of Lot 30 of said Granvue Park Subdivision; thence Northerly along the West line of said Lot 30 to the Northwest corner of Lot 31 of said Granvue Park Subdivision; thence Westerly along the North subdivision line to the Northeast corner of Lot 32 of said Granvue Park Subdivision; thence Northerly to the Southwest corner of Lot 27 of the Harper Hills Addition to the City of Belleville; thence Easterly along the South line of said Lot 27 to the Southeast corner of said Lot 27; thence Northerly along the East line of said Lot 27 to the Northeast corner of said Lot 27; thence Northerly to the West corner of Part 31 Out lot of said Harper Hills Addition, also being Parcel ID 02260424019; thence Easterly following along the South line of said Part 31 to the East corner of said Part 31; thence Northwesterly along the Northwest line of said Part 31 to the West corner of Lot 9 of said Harper Hills Addition; thence Southwesterly to South corner of Lot 10 of said Harper Hills Addition; thence Northwesterly along the Southwest line of said Lot 11 to the Southeasterly Right-of-Way line Illinois Route 157; thence Northeasterly following along said Southeasterly Right-of-Way to the North corner of said Lot 9 of said Harper Hills Addition, also being the Southwesterly Right-of-Way line of West Main Street; thence Southeasterly along said Southwesterly Right-of-Way line of West Main Street a distance of 157.25 feet; thence Northeasterly to a point of intersection of the Southeasterly Right-of-Way line of Eighty-Ninth Street and Northeasterly Right-of-Way line of West Main Street; thence continuing Northeasterly along said Southeast Right-of-Way line of Eighty-Ninth Street to the West corner of Lot 30 of the Harper Hills Subdivision to the City of Belleville; thence Southeasterly along the Southwest line of said Lot 30 of said Harper Hills Subdivision to the South corner of said Lot 30; thence Southwesterly to the North corner of Lot 25 of said Harper Hills Subdivision; thence Southeasterly to the South corner of Lot 21 of said Harper Hills Subdivision; thence Northeasterly to the Southwest corner of Lot 9 of the Hill Top View Subdivision to the City of Belleville; thence Easterly following along the South line of said Lot 9 to the West line of Lot 12 of said Hill Top View Subdivision; thence Southerly to the Southwest corner of said Lot 12; thence Southeasterly to the South corner of said Lot 12; thence northeasterly following along the Easterly line of said Lot 12 to the West corner of Lot 10 of the Harper Hills Subdivision to the city of Belleville; thence Southeasterly along the South line of said Lot 10 the Northerly Right-of-Way of Drew Lane; thence Southeasterly to the North corner of Lot 5 of said Harper Hills Subdivision; thence Southeasterly along the Northeasterly line of said Lot 5 to the Southeast corner of said Lot 5, also being the North Right-of-Way line of Lebanon Road; thence Easterly following along said North Right-of-Way line to the Southwest corner of Lot 76 of the Hill Top Subdivision to the City of Belleville; thence South to the Northwest corner of Parcel ID 02250315008, also being the South Right-of-Way line of Lebanon Road; thence South along the West line of said Parcel to the Southeast corner of Parcel ID 02260426001; thence Westerly along the South line of said Parcel ID 02260426001 to the Southwest corner of said Parcel, also being the Easterly Right-of-Way of West Main Street; thence Southerly following along said Easterly Right-of-Way line of West Main to the Southwest of corner of Parcel ID 02360100022, also being the north line of a 10 foot wide Alley; thence Easterly along said North line a distance of 153

feet to the East line of a 12 foot wide Alley; thence Southerly following along said East line of a 12 foot alley to the North Right-of-Way line of North Ninety-Eighth Street; thence Southerly to a point on the South Right-of-Way line of said Ninety-Eighth Street, also being the Easterly line of a 12 foot wide Alley; thence Southerly following along said Easterly line of a 12 foot wide Alley to the North Right-of-Way line of North Ninety-Sixth Street; thence Southerly to a point on the South Right-of-Way line of said Ninety-Sixth Street, also being the Easterly line of a 12 foot wide Alley; thence Southerly along said Easterly line to the Northwest corner of Lot 16 of Block 1 of the Glen Echo Heights Subdivision to the City of Belleville; thence Southerly to the Southeast corner of Lot 1 of said Block of said Glen Echo Heights Subdivision, also being the North Right-of-Way line of Ninety-Fifth Street; thence Easterly along said North Right-of-Way line to the Southeast corner of Lot 16 of said Block and Subdivision; thence Southerly to a point on the South Right-of-Way line of Ninety-Fifth Street, also being the Westerly line of a 15 foot wide Alley; thence Southerly along said Westerly line a distance of 160 feet; thence Easterly a distance of 195 feet to the Northeast corner of Parcel ID 02350420012; thence Southerly along the East line of said Parcel ID 02350420012 to the Southeast corner of said parcel; thence Southwesterly along the South line of said parcel to the Easterly Right-of-Way Line of West Main Street; thence Southerly following along said Easterly Right-of-Way line to the Northwest corner of Parcel ID 07010109029; thence Easterly along the North line of said parcel to the Northeast corner of said Parcel; thence Southeasterly along the East line of said Parcel to the Northwest corner of Lot 5 of the Kil-Mar Woods Subdivision to the City of Belleville; thence Southeasterly following along the Westerly line of said Lot 5 to the South most corner of said Lot 5; thence Southeasterly a distance of 16 feet to a point on the north line of Lot 2 of the Oak Knoll Subdivision to the City of Belleville; thence Northeasterly along the North line of said Lot 2 to the Northeast corner of said Lot 2; thence Southeasterly along the Easterly line of said Lot 2 to the North most corner of Lot 8 of said Oak Knoll Subdivision; thence Southerly following along the South line of said Lot 8 to the Northerly Right-of-Way line of Oak Knoll Place; thence Southwesterly following along said Northerly right-of-Way line a distance of 129.5 feet; thence Southeasterly to the North corner of Lot 34 of said Oak Knoll Subdivision; thence Southeasterly along the Northeasterly line of said Lot 34 to the Southeast corner of said Lot 34; thence Northeasterly to the Southwest corner of Lot 31 of said Oak Knoll Subdivision; thence Southeasterly along the south line of said Lot 31 to the South corner of Lot 29 of said Oak Knoll Subdivision; thence Westerly to the East line of a 16 foot wide Alley; thence Southerly to the North corner of Lot 9 of Block 3 of the Morningside Subdivision to the city of Belleville, also being the Westerly line of a 16 foot wide Alley; thence Southeasterly along said Westerly line of a 16 foot wide Alley to the North Right-of-Way line of Eighty-Second Street; thence Southeasterly to a point on the South Right-of-Way line of Eighty-Second Street, also being the Easterly line of a 16 foot wide Alley; thence Southeasterly following along said Easterly line of a 16 foot wide alley to the South Right-of-Way line of North Seventy-Ninth Street; thence Westerly along said South Right-of-Way line to the Westerly line of a 20 foot wide Alley; thence Southeasterly following along said Westerly line of a 20 foot wide alley to a point on the Northerly line of Parcel ID 07010311055; thence Northeasterly along said Northerly line to the Northeast corner of said parcel; thence Southeasterly along the Easterly line of said parcel to the East corner of Parcel ID 07010311030;

thence Southwesterly along the southerly line of said Parcel ID 07010311030 to the Westerly line of a 16 foot wide Alley; thence Southeasterly along said Westerly line to the Northerly Right-of-Way line of Seventy-Fifth Street; thence Northeasterly along said Northerly Right-of-Way line a distance of 50 feet; thence Southerly to the North corner of Parcel ID 07010401001; thence Southerly long the East line of said Parcel ID 07010401001 to a point on the North line of Parcel ID 07010401006; thence Northeasterly along said North line of Parcel ID 07010401006 to the North corner of said Parcel; thence Southeasterly along the East line of said Parcel to the Northerly Right-of-Way line of North Seventy-Fourth Street; thence Northeasterly following along said Northerly Right-of-Way line to Westerly Right-of-Way line of Seventy-Second Street; thence Southerly following along said Westerly Right-of-Way line of Seventy-Second Street to the Southeast corner of Lot 27 of the Harmony Heights Subdivision to the City of Belleville; thence Easterly to the Southwest corner of Lot 26 of said Harmony Heights Subdivision; thence Easterly along the South line of said Lot 26 to the northeast corner of Lot 1 of the Lakewood Place 1<sup>st</sup> Addition to the City of Belleville; thence Southerly along the East line of said Lot 1 to the Southwest corner of Lot 10 of said Lakewood Place 1<sup>st</sup> Addition; thence Easterly along the South line of said Lot 10 to the Southeast corner of Lot 8 of said Lakewood Place 1<sup>st</sup> Addition; thence Southwesterly to the West corner of Parcel ID 07010413029; thence Southeasterly to the South corner of said Parcel ID 07010413029; thence Northeasterly to the West corner of Lot 4A of the Lakewood Place 5<sup>th</sup> Addition to the City of Belleville; thence Southeasterly along the Westerly line of said Lot 4A to the Northerly Right-of-Way line of Lakeview Drive; thence Southeasterly to a point of Tangent of a curve on the Easterly Right-of-Way line of West C Street; thence Southeasterly following along said Easterly Right-of-Way of West C Street to the Northwest corner of Lot 35 of the Lakewood Place 4<sup>h</sup> Addition to the City of Belleville; thence Southeasterly following the Southerly line of said Lot 35 to the Southeast Corner of said Lot 35; thence Easterly to the Northeast corner of Parcel ID 07010424007; thence Southerly along the East line of said Parcel ID 07010424007 to the Northeast corner of Lot 65 of the Penns Second Subdivision to the City of Belleville; thence Southerly along the East line of said Lot 65 to the Northerly Right-of-Way line of North Sixty-Sixth Street; thence Easterly following along said Northerly Right-of-Way line of North Sixty-Sixth Street to the South most corner of Parcel ID 07120212046; thence Southerly to a point of intersection of the centerline of Sixty-Sixth Street and the Southwesterly line of Parcel ID 08070100043; thence Southeasterly along said Southwesterly line to the West corner of Lot 1 of the AcardiPlace Subdivision to the City of Belleville; thence Southwesterly to the point of intersection with the Southwesterly right-of-Way line of West C Street and the Northwesterly line of a 50 foot wide dedicated Street (82<sup>nd</sup>); thence Southwesterly along said Northwesterly line of a 50 foot wide dedicated Street (82<sup>nd</sup>) a distance of 170 feet; thence Southeasterly 50 feet to the Southerly line of a 20 foot wide Alley, also being the North corner of Lot 16 of the Penns Subdivision to the City of Belleville; thence Southeasterly following along said South line of a 20 foot wide alley to the Northerly Right-of-Way line of Eightieth Street, a 30 foot wide street; thence Northeasterly along said Northerly line to a point on the Easterly line of a 20 foot wide Alley; thence Southeasterly along said Easterly line to the South corner of Lot 21 of the Penns Second Subdivision to the City of Belleville; thence Northeasterly along the Southerly line of said Lot 21 a distance of 909 feet to the

Southeast corner of Lot 4A of the St. Clair Township Section 7 Addition to the City of Belleville; thence South to the Intersection of the Centerline of Dutch Hollow Road; thence Southerly to the point of Curvature of the Easterly Right-of-Way line of said Dutch Hollow Road; thence Southerly following along said Easterly Right-of-Way line to the Northwest corner of Part 8 of the Schmisieurs Subdivision to the City of Belleville; thence Southerly and Easterly following along the Southerly line of said Part 8 to the Southeast corner of said Part 8; thence Northerly along the East line of said Part 8 to the South Right-of-Way Line of Avery Hill Road; thence Northeasterly following along said South Right-of-Way line to the Southwest corner of Parcel ID 08070208006; thence Southeasterly along the Southwesterly line of said Parcel to the South corner of Parcel ID 08070208003; thence Southeasterly to the South corner of Parcel ID 08070208009; thence Northeasterly along the Southeasterly line of said Parcel ID 08070208009 to the North corner of Parcel ID 08070208019; thence Southeasterly along the Northeasterly line of said Parcel ID 08070208019 to the South corner of Parcel ID 08070207011; thence Northeasterly along the Southeasterly line of said Parcel ID 08070207011 to the South corner of Parcel ID 08070207016; thence Northerly following along the Southerly line of said Parcel ID 08070207016 to a point on the Southerly line of Parcel ID 08070207006; thence Southeasterly along the Southerly line of said Parcel ID 08070207006 to the South corner of said parcel; thence Northwesterly following along the Northeasterly line of said parcel to the North corner of said Parcel ID 08070207006; thence Northeasterly a distance of 6.7 feet to the East corner of Parcel ID 08070207019; thence Northwesterly following along the Northeasterly line of said Parcel ID 08070207019 to the North corner of said parcel; thence Southwesterly along the Northwesterly line of said parcel to the West corner of said Parcel ID 08070207019, also the South corner of Parcel ID 08070207013; thence Northwesterly along the Southwesterly line of said Parcel ID 08070207013 to the Southeasterly Right-of-Way line of Dutch Hollow Road; thence Northeasterly following along said Southeasterly Right-of-Way line of Dutch Hollow Road to the Southerly Right-of-Way Line of Mount Pleasant Lane; thence Easterly following along said Southerly Right-of-Way Line of Mount Pleasant Lane to a point of intersection with the East line of Parcel ID 08060400031; thence Northerly to the Southeast corner of said Parcel ID 08060400031; thence continuing Northerly along the East line of said Parcel to the South most corner of Parcel ID 08060400059; thence Easterly following the Southerly line of said Parcel ID 08060400059 to the Northeast corner of said parcel; thence Westerly along the North line of said parcel the intersection of the Southerly line of Parcel ID 08060400015; thence Northeasterly along the Southerly line of said Parcel ID 08060400015 to the East most corner of said parcel; thence Northwesterly along the Northeasterly line of said parcel to the North corner of Parcel ID 08060400014; thence Southwesterly to the Southeast corner of Parcel ID 08060400013; thence Northwesterly following the northeasterly line of said Parcel ID 08060400013 to the South Right-of-Way line of Illinois Route 161; thence North to a point of intersection of the Centerline of the Bi-State Development Metrolink Expansion tracks and the South line of Parcel ID 08060600002; thence Easterly following along said Northerly Right-of-Way of the Bi-State Development Metrolink Expansion to the Northwesterly Right-of-Way line of Frank Scott Parkway West, also being the East most corner of Parcel ID 08050600001; thence Northeasterly to the South corner of Parcel ID 08050301003; thence

Northwesterly along the Southwesterly line of said Parcel ID 08050301003 a distance of 201.8 feet to the South corner of Parcel ID 08050301012; thence Westerly following the Southerly and Westerly line of said Parcel ID 08050301012 to the Northwest corner of said parcel, also being the Southwest corner of Lot 10A of the Turtle Creek Subdivision to the City of Belleville; thence Easterly following along the South line of said Turtle Creek Subdivision to the Westerly Right-of-Way line of Frank Scott Parkway West; thence Northerly following along said Westerly Right-of-Way line to the Southeast corner of Parcel ID 8050300033; thence Westerly along the South line of said Parcel ID 8050300033 to the Southwest corner of Parcel ID 08050300031; thence Northerly along the West line of said Parcel ID 08050300031 to the Northwest corner of said parcel; thence Easterly along the North line of said Parcel the Westerly Right-of-Way line of Frank Scott Parkway West; thence continuing Easterly a distance of 5 feet and parallel to said Right-of-Way line; thence Southwesterly following along said Westerly Right-of-Way line of Frank Scott Parkway and 5 feet parallel to the East corner of Parcel ID 08050301003; thence continuing Southwesterly and parallel to the Westerly Right-of-Way line a distance of 59.27 feet; thence Southeasterly to a point on the Easterly Right-of-Way line of said Frank Scott Parkway West, also being the Northwest corner of Part 4 of the Belleville Township Section 5, 6, 8 & 9 (known as Parcel ID 08050302001); thence Easterly following along the North line of said parcel to the Northeast corner of said parcel; thence Southerly along the East line of said Parcel the Northerly Right-of-Way line of the Bi-State Development Metrolink Expansion; thence Westerly following along said Northerly Right-of-Way line of the Bi-State Development Metro-Link to the Northwesterly Right-of-Way line of Frank Scott Parkway West; thence Southwesterly to a point of intersection with the Southerly Right-of-Way line of said Bi-State Development Metrolink Expansion and the Northwesterly Right-of-Way line of said Frank Scott Parkway West; thence Southwesterly following along said Northwesterly Right-of-Way line of Frank Scott Parkway West to Easterly Right-of-Way line of Illinois Route 161; thence Southeasterly to the point of intersection with the Easterly Right-of-Way line of said Illinois route 161 and Southeasterly Right-of-Way line of said Frank Scott Parkway West; thence Southwesterly to the Northeast corner of Lot 18 of the Schickedanz 8<sup>th</sup> Addition to the City of Belleville, also being the Westerly Right-of-Way line of said Illinois Route 161; thence Northwesterly along said Westerly Right-of-Way line of Illinois Route 161 a distance of 85.14 feet to the Southeasterly Right-of-Way line of Frank Scott Parkway West; thence Southwesterly along said Southeasterly Right-of-Way line of Frank Scott Parkway West to West line of the Schickedanz 8<sup>th</sup> Addition to the City of Belleville; thence South following said West line of the Schickedanz 8<sup>th</sup> Addition to the Northeast corner of Parcel ID 08070209012; thence Westerly along the North line of said Parcel ID 08070209012 to the Northwest corner of said parcel; thence Southerly along the West line of said Parcel ID 08070209012 to the Northeast corner of Parcel ID 08070403011; thence Westerly along the North line of said Parcel ID 08070403011 to the Easterly Right-of-Way line of Darpon Drive; thence Northwesterly following along said Easterly Right-of-Way line of Darpon Drive to the Southeasterly Right-of-Way line of Frank Scott Parkway West; thence Southwesterly following along said Southeasterly Right-of-Way line of Frank Scott Parkway West to the Northeasterly Right-of-Way line of West Main Street; thence Southeasterly following along said Northeasterly Right-of-Way line of West Main Street to Southwest corner of Parcel ID 08070400036; thence

Northeasterly following along the Westerly line of said Parcel ID 08070400036 to the North corner of Parcel ID 08070400003; thence Easterly following along the Northerly line of said Parcel ID 08070400003 to the Northeast corner of said parcel; thence Southerly along the Easterly line of said Parcel ID 08070400003 to the Southwest corner of the Parkridge Condominium Phase 2 Addition to the City of Belleville; thence Easterly along the South line of said Parkridge Condominium Phase 2 Addition to the Northwest corner of Lot 14 of the Oak Ridge Heights Subdivision to the City of Belleville; thence Southwesterly along the Northwesterly line of said Oak Ridge Heights Subdivision to the Northerly line of a 16 foot wide Alley; thence Southeasterly along said North line of a 16 foot Alley to the Northwesterly Right-of-Way line of North Forty-Ninth Street; thence Northeasterly along said Northwesterly Right-of-Way line to the intersection of the Northeasterly Right-of-Way line of Water Street; thence Southeasterly following along said Northeasterly Right-of-Way line of Water Street to the West corner of Lot 20 of the Schmisser and Dekums 3<sup>rd</sup> Addition to the City of Belleville; thence Northeasterly along the Northwesterly line of said Lot 20 to the North corner of said Lot 20; thence Southeasterly along the Northeasterly line of said Lot 20 the Northwesterly Right-of-Way line of North Forty-Seventh Street; thence Northeasterly along said Northwesterly Right-of-Way line of North Forty-Seventh Street to the Southwesterly Right-of-Way line of Bier Street, a 40 wide street; thence Northwesterly along said Southwesterly Right-of-Way line of Bier Street a distance of 120.1 feet; thence Northeasterly at a right angle a distance of 40 feet to a point on the Northeasterly Right-of-Way line of said Bier Street; thence Continuing Northeasterly a distance of 150 feet to a point on the southerly line of Lot 11 of Part of Lot 7B of Section 7, 1 & 8 to the City of Belleville; thence Southeasterly along the Southerly line of said Lot 11 to the Northwesterly Right-of-Way line of North Forty-Seventh Street; thence Northeasterly along said Northwesterly Right-of-Way line of North Forty-Seventh Street a distance of 65 feet; thence Easterly to the Southwest corner of Lot 21 of the Montrose Subdivision to the City of Belleville, also being the Northerly Right-of-Way line of Gray Street; thence Easterly along said Northerly Right-of-Way line of Gray Street to the East Right-of-Way line of North Forty-Sixth Street; thence Southerly following along said East Right-of-Way line of North Forty-Sixth Street to the Southwest corner of Lot 53 of said Montrose Subdivision, also the North line of a 15 foot wide Alley; thence Easterly following along said North line to the West Right-of-Way line of Forty-Fifth Street, a 50 foot wide street; thence Northerly along said West Right-of-Way line a distance of 160 feet; thence Easterly a distance of 50 feet to a point on the Easterly Right-of-Way line of Forty-Fifth Street; thence continuing Easterly to the West line of 15 foot wide Alley; thence Southerly along said West line of a 15 foot alley to the point of intersection with the South line of Lot 114 of said Montrose Subdivision; thence Easterly along the South line of said Lot 114 to the West Right-of-Way line of North Forty-Fourth Street, a 50 foot wide street; thence Easterly at a right angle a distance of 50 feet to a point on the Easterly Right-of-Way line of said North Forty-Fourth Street; thence Southerly along said East Right-of-Way line or North Forty-Fourth Street to the Southwest corner of Lot 161 of said Montrose Subdivision; thence Easterly following along the Southerly line of said Lot 161 to the Southeast corner of said Lot 161, also being the Southwest corner of Lot 3 of the Schickedanz 6<sup>th</sup> Addition to the City of Belleville; thence Easterly along the South line of said Lot 3 to the West Right-of-Way line of North Forty-Third Street, a 50

foot wide street; thence Northerly along said West Right-of-Way line of North Forty-Third Street to the Northeast corner of Lot 5 of said Schickedanz 6<sup>th</sup> Addition; thence Easterly a distance of 50 feet to a point on the East Right-of-Way line of said North Forty-Third Street, also being the Southwest corner of Lot 35 of said Schickedanz 6<sup>th</sup> Addition; thence Easterly along the South line of said Lot 35 to the Southeast corner of said Lot 35, also being the East line of said Schickedanz 6<sup>th</sup> Addition; thence Northerly along said East line of the Schickedanz 6<sup>th</sup> Addition to the Northwest corner of Parcel ID 08080316049; thence Easterly along the North line of said Parcel ID 08080316049 to the Northeast corner of Lot 5 of Block 1 of the Royal Heights Subdivision to the City of Belleville; thence continuing Easterly a distance of 15 feet to the East line of a 15 foot wide Alley; thence Southerly following along said East line of a 15 foot wide Alley to the Northwest corner of Lot 7 of said Royal Heights Subdivision; thence Easterly along the North line of said Lot 7 to the West Right-of-Way line of North Fortieth Street, a 30 foot wide street; thence Easterly at a right angle a distance of 30 feet to a point on the East Right-of-Way Line of said North Fortieth Street; thence Southerly along said East Right-of-Way Line of North Fortieth Street to the Southwest corner of Parcel ID 08080318037; thence Easterly along the South line of said Parcel ID 08080318037 to the West Right-of-Way line of Royal Heights Road, a 66 foot wide street; thence Northerly along said West Right-of-Way line of Royal Heights Road to a point of intersection with the North line of Lot 33 of Mariknoll Subdivision to the City of Belleville; thence Easterly a distance of 66 feet to the Northwest corner of said Lot 33, also being the East Right-of-Way line of Royal Heights Road; thence Southerly along said East Right-of-Way line to the Southwest corner of Lot 35 of said Mariknoll Subdivision; thence Easterly along the south line of said Lot 35 to the Southeast corner of Lot 40 of said Mariknoll Subdivision; thence Northerly following along the East line of said Mariknoll Subdivision to the Northwest corner of Parcel ID 08080410073; thence Easterly along the North line of said Parcel ID 08080410073 to the West Right-of-Way line of Edwards Drive, a 50 foot wide street; thence Southerly a distance of 192 feet approximately along said West Right-of-Way line of Edwards Drive; thence Easterly a distance of 50 feet to a point on the East Right-of-Way line of Edwards Drive, also being the point of curvature on the West line of Lot 7 of the Christopher Heights 1<sup>st</sup> Addition to the City of Belleville; thence Easterly following along the South line of said Lot 7 to the Southeast corner of said Lot 7; thence Southerly a distance of 39.71 feet to a point on the North line of Parcel ID 08080410057; thence Easterly along the North line of said parcel to the Northeast corner of said Parcel ID 08080410057; thence Northerly to the Northwest corner of Parcel ID 08080410069; thence Easterly along the North line of said Parcel ID 08080410069 to a point on the Westerly line of the Mariknoll 1<sup>st</sup> Addition to the City of Belleville; thence Southeasterly following along the Westerly line of said Mariknoll 1<sup>st</sup> Addition to the Southwest corner of Lot 146 of said Mariknoll 1<sup>st</sup> Addition; thence Northeasterly along the South line of said Lot 146 to the Westerly Right-of-Way line of Buckingham Road; thence Northeasterly to the Southwest corner of Lot 125 of said Mariknoll 1<sup>st</sup> Addition, also being the North Right-of-Way line of Queensway Drive; thence Easterly following along said North Right-of-Way line of Queensway Drive to West Right-of-Way line of Tudor Drive; thence Northerly following along said West Right-of-Way line of Tudor Drive to the Southwesterly Right-of-Way line of Illinois Route 161; thence Northerly to the South most corner of Parcel ID 08080401001, also being

the Northeasterly Right-of-Way line of said Illinois Route 161; thence Northwesterly following along said Northeasterly Right-of-Way line of Illinois Route 161 to the Northwest corner of said Parcel ID 08080401001; thence Easterly along the North line of Said Parcel ID 08080401001 to a point on the Easterly Right-of-Way line of Sullivan Road; thence continuing Easterly to the Southwesterly Right-of-Way line of the Bi-State Development Agency Metrolink Expansion; thence Southeasterly following along said Southwesterly Right-of-Way line of the Bi-State Development Agency Metrolink Expansion to the Westerly Right-of-Way line of Old Caseyville Road; thence Southwesterly following along said Westerly Right-of-Way line of Old Caseyville Road to the Northeasterly Right-of-Way line of Illinois Route 161; thence Northwesterly following along said the Northeasterly Right-of-Way line of Illinois Route 161 to a point being 5 foot and Southeasterly of the South most corner of Parcel ID 08080401001; thence Southerly to a point being 5 feet Easterly and parallel to the Westerly Right-of-Way line of Tudor Drive; thence Southerly following along 5 feet Easterly and parallel said Westerly Right-of-Way line of Tudor Drive to a point 5 feet Easterly of the Southeast corner of Lot 238 of the Mariknoll 4<sup>th</sup> Addition to the City of Belleville; thence Easterly to the Northeast corner of Parcel ID 08080417021; thence Southerly following along the East line of said Parcel ID 08080417021 to the Southeast corner of said parcel; thence Southerly to the Northeast corner of Parcel ID 08080418003; thence Easterly to the Northwest corner of Parcel ID 08090305001, also being the South Right-of-Way line of Donna Drive; thence Easterly following along said South Right-of-Way line of Donna Drive to the West Right-of-Way line of Old Caseyville Road; thence Southerly along said West Right-of-Way line of Old Caseyville Road to the North Right-of-Way line of North Belt West; thence Westerly following said North Right-of-Way line of North Belt West to the Southwest corner of Parcel Id 08080418003; thence Southerly at a right angle to a point on the South Right-of-Way line of said North Belt West; thence Westerly along said South Right-of-Way line of said North Belt West to the Northeast corner of Lot 1 of the Belleville Township Section 17 Addition to the city of Belleville; thence Southerly along the East line of said Lot 1 to the Southeast corner of said Lot 1; thence Westerly along the South line of said Lot 1 to a point on the West Right-of-Way line of Canterbury Drive; thence Northerly along said the West Right-of-Way line of Canterbury Drive to the Southeast corner of Lot 4 of Kuhl's Acres Subdivision to the City of Belleville; thence Westerly along the South line of said Lot 4 to the Southwest corner or said Lot 4; thence Southerly to the Southeast corner of Lot 7 of the Vernier A.P. Subdivision to the City of Belleville; thence Westerly along the South line of said Lot 7 to the East Right-of-Way line of Columbus Drive; thence Westerly to the Southeast corner of Lot 2 of the Canterbury Manor Subdivision to the city of Belleville; thence Westerly along the South line of said Lot 2 to the Northwest corner of Lot 61 of the Canterbury Manor 1<sup>st</sup> Addition to the City of Belleville, also being the East Right-of-Way line of North Thirty-Seventh Street; thence Westerly to the Southeast corner of Lot 61 of the St. Theresa Gardens subdivision to the City of Belleville; thence Northerly along the East line of said Lot 61 to the Northeast corner of said Lot 61; thence Westerly along the North line of said Lot 61 to Southwest corner of Lot 8 of the Norwood Park Subdivision to the City of Belleville; thence Southerly to the Northeast corner of Lot 14 of said Norwood Park Subdivision; thence Westerly long the North line of said Lot 14 to the Northwest corner of Lot 15 of said Norwood Park Subdivision; thence Northerly to the Southeast corner of Lot 7 of

said Norwood Park Subdivision; thence Westerly along the South line of said Lot 7 to the Northwest corner of Lot 18 of said Norwood Park Subdivision; thence Southerly along the West line of said Lot 18 to the Northeast corner of Lot 4 of said Norwood Park Subdivision; thence Southwesterly following the North Line of said Norwood Park Subdivision to the West corner of Lot 1 of said Norwood Park Subdivision, also being the South corner of Parcel ID 08170100052; thence Northwesterly following along the Southerly line of said Parcel ID 08170100052 the Southwest corner of said parcel; thence Southerly to the Southeast corner of Parcel ID 08180212019; thence Southwesterly following along the Southerly line of said Parcel ID 08180212019 to the East corner of Parcel ID 08180212025; thence Southwesterly along the East line of said parcel the North corner of Parcel ID 08180212011; thence Southeasterly along the Northerly line of said Parcel ID 08180212011 to the Northeast corner of said parcel; thence Southerly along the East line of said Parcel ID 08180212011 to the Southerly line of a 20 foot wide Alley; thence Southeasterly along said Southerly line of a 20 foot wide Alley to the Northwesterly Right-of-Way line of North Forty-Second Street; thence Southeasterly to the North corner of Lot 1 of Interurban 3<sup>rd</sup> Addition to the City of Belleville, also being the Southerly line of a 15 foot wide Alley; thence Southeasterly following along said Southerly line of a 15 foot wide Alley to the Northerly Right-of-Way line of North Thirty-Seventh Street, a 55 foot wide street; thence continuing Southeasterly a distance of 55 feet to a point on the Southerly Right-of-Way line of said North Thirty-Seventh Street, also being the South line of a 13 foot wide Alley; thence continuing Southeasterly along said South line of a 13 foot wide Alley to the northerly Right-of-Way line of North Thirty-Sixth Street; thence Southeasterly to the North corner of Parcel ID 08170320039, also being the Southerly line of a 20 wide Alley; thence Southeasterly following said Southerly line of a 20 wide Alley to the North Right-of-Way line of Thirty-Third Street; thence Southeasterly to the Northeast corner of Lot 1 of Block 3 of the Union Place Subdivision to the City of Belleville; thence Southerly along the East line of said Lot 1 to the North Right-of-Way line of Thirty-Second Street; thence Southeasterly to the Northeast corner of Lot 1 of Block 2 of said Union Place Subdivision, also being the Southwesterly line of a 15 foot wide Alley; thence Southeasterly following said Southwesterly line of a 15 foot wide Alley to the North Right-of-Way line of Thirtieth Street; thence Southeasterly to the North corner of Lot 9 of the Vernier Place Subdivision to the City of Belleville, also being the Westerly line of a 20 foot wide Alley; thence Southerly following along said Westerly line of a 20 foot wide Alley to the North Right-of-Way line of Twenty-Ninth Street; thence Southerly to the Northeast corner of Lot 3 of the Glendale Heights Resurvey to the City of Belleville; thence Southerly along the East line of said Lot 3 to Southeast corner of Lot 30 of said Glendale Heights Resurvey, also being the North Right-of-Way line of North Twenty-Seventh Street; thence Easterly following along said North Right-of-Way line of North Twenty-Seventh Street to a point on the West line of Parcel ID 08200210002; thence Southerly along the west line of said parcel to the Southwest corner of said parcel; thence Easterly along the South line of said parcel to a point on the West line of Lot 1 of the Glendale Heights 2<sup>nd</sup> Addition to the City of Belleville; thence Southerly along said west line of Lot 1 to the Southwest corner of said Lot 1; thence Easterly along the South line of said Lot 1 to the Southeast corner of Lot 4 of said Glendale Heights 2<sup>nd</sup> Addition; thence Southerly to the Southwest corner of Lot 5 of said Glendale Heights 2<sup>nd</sup> Addition;

thence Easterly along the South line of said Lot 5 to the West Right-of-Way line of Glen Grove Drive; thence Southerly along said West Right-of-Way line of Glen Grove Drive to the South Right-of-Way line of North Twenty-Seventh Street; thence Easterly along said South Right-of-Way line of North Twenty-Seventh Street to the West Right-of-Way line of Water Street; thence Southerly along said West Right-of-Way line of Water Street a distance of 192 feet to the South line of a 25 foot wide Alley; thence Easterly along said South line of a 25 foot wide Alley to the West Right-of-Way line of North Seventh Street, a 60 foot wide street; thence Easterly a distance of 60 feet to a point on the East Right-of-Way line of said North Seventh Street; thence Southerly following along said East Right-of-Way line of North Seventh Street to the North Right-of-Way line of West H Street; thence Southerly to the Northwest corner of Lot 1 of the John R. Falbe Tracts A.P. Subdivision to the City of Belleville; thence Easterly along the North line of said Lot 1 to the Northeast corner of said Lot 1; thence Southerly following along the East line of said Lot 1 to the Southeast corner of said Lot 1; thence Southeasterly to the South corner of Lot 2 of said John R. Falbe Tracts A.P. Subdivision; thence Northerly along the East line of said Lot 2 to the Southwest corner of Lot 3 of said John R. Falbe Tracts A.P. Subdivision; thence Easterly along the Southerly line of said Lot 3 to the Northwest corner of Parcel ID 08210109017; thence Southerly along the West line of said Parcel ID 08210109017 to the Southwest corner of said parcel; thence Easterly along the South line of said parcel to the Southeast corner of said Parcel; thence Northerly along the East line of said parcel to the Northwest corner of Parcel ID 08210109012; thence Easterly along the North line of said Parcel ID 08210109012 to the West Right-of-Way line of Catawba Avenue; thence Northerly along said West Right-of-Way line of Catawba Avenue to the intersection with the North line of Parcel ID 08210116006; thence Easterly to the Northwest corner of said Parcel ID 08210116006; thence Easterly along the North line of said parcel to the Northeast corner of said Parcel ID 08210116006; thence Southerly along the East line of said parcel to the Southeast corner of said Parcel ID 08210116006; thence Easterly to the Southeast corner of Parcel ID 08210118001; thence Northerly along the East line of said Parcel ID 08210118001 to the Southeast corner of Parcel ID 08210118003; thence Easterly along the South line of said parcel ID 08210118003 to the Southeast corner of said parcel; thence Northerly along the East line of said Parcel ID 08210118003 to the North Right-of-Way line of West H Street; thence Easterly along said North Right-of-Way line of West H Street to the Westerly right-of-Way line of North Caseyville Avenue; thence Northerly to the South corner of Parcel ID 08210213013, also being the Westerly Right-of-Way line of North Second Street; thence Northerly along said Westerly Right-of-Way line of North Second Street to the Northerly Right-of-Way line of North Second Street; thence Easterly following along said Northerly Right-of-Way line of North Second Street to the Westerly Right-of-Way line of North Illinois Street; thence continuing Easterly to a point the Southwesterly Right-of-Way line of the Southern Railroad; thence Southerly to a point on the Southeasterly Right-of-Way line of said Southern Railroad; thence Northeasterly following along said Southeasterly Right-of-Way line of the Southern Railroad to the Northerly line of the Bi-State Development Agency Metrolink Expansion; thence Southeasterly following along said Northerly line of the Bi-State Development Agency Metrolink Expansion to the Northerly Right-of-Way line of Lebanon Avenue; thence Northeasterly following along said Northerly Right-of-Way line of Lebanon

Avenue to the South corner of Lot 2 of Survey 374 to the City of Belleville; thence Northwesterly following along the Westerly line of said Lot 2 to the North corner of said Lot 2; thence Southeasterly along the Northeasterly line of said Lot 2 to the Southwest corner of Lot 1 of the Subdivision of Lot 1 of the Florian Neuhoff Assessment Plat to the City of Belleville; thence Northeasterly along the North line of said Lot 1 to the Southerly Right-of-Way line of North Belt East; thence Southeasterly following along said Southerly Right-of-Way line of North Belt East to the point of intersection with the Northerly Right-of-Way line of Lebanon Avenue; thence Northeasterly following along said Northerly Right-of-Way line of Lebanon Avenue to Southerly Right-of-Way line of the Southern Railroad; thence Northeasterly at a right angle a distance of 60 feet to a point on the Northerly Right-of-Way line of said Southern Railroad; thence Easterly following along said Northerly Right-of-Way line of the Southern Railroad to the Northerly Right-of-Way line of Lebanon Avenue; thence Northeasterly following along said Northerly Right-of-Way line of Lebanon Avenue to the Southwest corner of Parcel ID 08140200002, also being approximately 200 feet Westerly of Southwind Drive Centerline; thence following along the South line of said Parcel ID 08140200002 a distance of 59.09 feet; thence Southeasterly to a point of the Southerly Right-of-Way line of said Lebanon Avenue, also being the Northeast corner of Lot E of the Southwind Estates Subdivision to the City of Belleville; thence Southerly along the East line of said Lot E to the Southeast corner of said Lot E; thence Southwesterly along the South line of said Lot E to the Southwest corner of Lot A of said Southwind Estates Subdivision; thence Southeasterly following along the Westerly line of said Southwind Estates Subdivision to the North Right-of-Way line of the Southern Railroad; thence South to a point on the South Right-of-Way line of said Southern Railroad; thence Easterly along said South Right-of-Way line to West line of the Oak Park Estates 1<sup>st</sup> Addition to the City of Belleville; thence Southerly along the west line of said Oak Park Estates 1<sup>st</sup> Addition to North line of the Eastview Subdivision 3<sup>rd</sup> Addition to the City of Belleville; thence Westerly along the North line of said Eastview Subdivision 3<sup>rd</sup> Addition to the Northeasterly Right-of-Way line of West Boulevard; thence Northwesterly following said Northeasterly Right-of-Way line of West Boulevard to the Northerly Right-of-Way of Old Collinsville Road; thence Southwesterly to a point on the Southwesterly Right-of-Way of said West Boulevard; thence Northwesterly following along said Southwesterly Right-of-Way of said West Boulevard to the North corner of Lot 3 of the Survey 373 to the City of Belleville; thence Southwesterly along the Northerly line of said Survey 373 to the West corner of Lot 1 of the Len-Lee Acres subdivision to the City of Belleville; thence Northwesterly to the Southerly Right-of-Way line of North Charles Street; thence Southwesterly following along said Southerly Right-of-Way line of North Charles Street to the North corner of Lot 9 of the Schaefer and Schaefer's Subdivision to the City of Belleville; thence southeasterly along the Northerly line of said Lot 9 to the South corner of Lot 40 of said Schaefer and Schaefer's Subdivision; thence Northeasterly along the Southerly line of said Lot 40 a distance of 100 feet; thence Southeasterly along the Lot line to the East corner of Lot 2 of the Muren Tracts A.P. to the City of Belleville; thence Southwesterly along the Southeasterly line of said Lot 2 to the End of Right-of-Way of Page Avenue, a 40 foot wide street; thence Southeasterly along said End of Right-of-Way of Page Avenue a distance of 20 feet to the Southerly line of said Page Avenue; thence Southwesterly along said Southerly line of said Page Avenue to the West corner

of Lot 7 of Block 20 of the Jefferson Heights Subdivision to the City of Belleville; thence Southeasterly along the South line of said Lot 7 to the Northerly Right-of-Way line of East Belle Avenue, a 40 foot wide street; thence continuing Southeasterly a distance of 40 feet to a point on the Southerly Right-of-Way line of said East Belle Avenue; thence Southwesterly along said Southerly Right-of-Way line of East Belle Avenue to the West corner of Lot 6 of Block 19 of said Jefferson Heights Subdivision; thence Southeasterly along the Southwesterly line of said Lot 6 to the South corner of said Lot 6; thence Northeasterly along the Southeasterly line of said Lot 6 a distance of 50 feet; thence Southeasterly along the Southwesterly line of Lot 19 of said Block and Subdivision to the Southerly Right-of-Way line of Muren Boulevard; thence Southwesterly along said Southerly Right-of-Way line of Muren Boulevard to the West corner of Parcel ID 08230103020; thence Southeasterly along the Southwesterly line of said Parcel ID 08230103020 to the Southerly Right-of-Way line of East D Street; thence Southwesterly along said Southerly Right-of-Way line of East D Street to the North corner of Lot 4 of Block 17 of said Jefferson Heights Subdivision; thence Southeasterly along the Southwesterly line of said Lot 4 to the South corner of said Lot 4, also being the Northerly line of a 15 foot wide Alley; thence Northeasterly along said Northerly line of said alley to the East corner of Lot 8 of said block and Subdivision; thence Southeasterly along said Lot line to the Southerly Right-of-Way line of East C Street, also being the West corner of Lot 9 of Block 16 of said Jefferson Heights Subdivision; thence Southeasterly along the Southwesterly line of said Lot 9 to the South corner of said Lot 9, also being the Northerly line of a 15 foot wide Alley; thence Northeasterly along said Northerly line of a 15 foot wide Alley a distance of 25 feet; thence Southeasterly a distance of 15 feet to the North corner of Lot 17 of said Block; thence continuing Southeasterly along the Northeasterly line of said Lot 17 to the Northerly Right-of-Way line of East B Street, a 50 foot wide street; thence Northeasterly along said Northerly Right-of-Way line of East B Street a distance of 75 feet; thence Southeasterly a distance of 50 feet to a point on the Southerly Right-of-Way line of said East B Street, also being the West corner of Parcel ID 08230110007; thence Southeasterly along the Southwesterly line of said Parcel ID 08230110007 to the South corner of said parcel; thence Northeasterly to the West corner of Lot 1 of Delila Place Subdivision to the City of Belleville; thence Southeasterly along the Southwesterly line of said Lot 1 to the South corner of Lot 26 of the West Acres 5<sup>th</sup> Addition to the City of Belleville; thence Northeasterly to the West corner of Lot 5 of the West Acres 1<sup>st</sup> Addition to the City of Belleville; thence Southeasterly along the Southwesterly line of said Lot 5 to the Northerly Right-of-Way line of East Main Street; thence Southeasterly to the West corner of Lot 1 of the Spruce Place Subdivision to the City of Belleville, also being the Northeasterly Right-of-Way line of Spruce Drive; thence Southeasterly following along said Northeasterly Right-of-Way line of Spruce Drive to the South corner of Lot 7 of said Spruce Place Subdivision; thence Northeasterly along the Southeasterly line of said Lot 7 to the West corner of Lot 16 of the Bueschs Acres Subdivision to the City of Belleville; thence Southeasterly along the Southwesterly line of said Lot 16 to the Northerly Right-of-Way line of Orchard Drive; thence Southwesterly along said Northerly Right-of-Way line of Orchard Drive a distance of 64 feet; thence Southeasterly to the West corner of Parcel ID 08230400007; thence Southeasterly along the Southwesterly line of said Parcel ID 08230400007 to the East corner of Parcel ID 08230400023;

thence Southwesterly along the Southeasterly line of said Parcel ID 08230400023 to the Northerly Right-of-Way line of North Belt East; thence Southeasterly following along said Northerly Right-of-Way line of North Belt East to the Northerly Right-of-Way line of Carlyle Avenue; thence Northeasterly following along said Northerly Right-of-Way line of Carlyle Avenue to the end of corner cut of said Right-of-Way at West Boulevard; thence Southeasterly to the Northwest Corner of Parcel ID 08240300009, also being the Southerly Right-of-Way line of Carlyle Avenue; thence Southerly along said West line of said Parcel ID 08240300009 to the Southeast corner of Parcel ID 08240300025; thence Southwesterly along the South line of said Parcel ID 08240300025 to the East Right-of-Way line of Lawndale Drive; thence Northerly along said East Right-of-Way line of Lawndale Drive to the Southerly Right-of-Way line of Carlyle Avenue; thence Southwesterly following along said Southerly Right-of-Way line of Carlyle Avenue to the Northeast corner of Parcel ID 08230401023; thence Southerly along the East line of said Parcel to the Southeast corner of said Parcel ID 08230401023; thence Southwesterly along the South line of said parcel to the Southwest corner of said Parcel ID 08230401023; thence Southerly to the Northwest corner of Parcel ID 08230401084; thence Southerly to the Southeast corner of Parcel ID 08230401081; thence Westerly along the South line of said Parcel ID 08230401081 to the Northwest corner of Parcel ID 08230407025; thence Southerly along the West line of said Parcel ID 08230407025 to the Southeast corner of Parcel ID 08230401036; thence Westerly along the South line of said Parcel ID 08230401036 to the Northwest corner of Outlot A of the Devonshire 2<sup>nd</sup> Addition to the City of Belleville; thence Southerly along the West line of said Outlot A to the Southwest corner of said Outlot A; thence Easterly along the Southerly line of said Outlot A to the West line of said Devonshire 2<sup>nd</sup> Addition; thence Southerly along said West line of said Devonshire 2<sup>nd</sup> Addition to the Northerly Right-of-Way line of the Bi-State Development Agency Metrolink Expansion; thence Southeasterly following along said Northerly Right-of-Way line of the Bi-State Development Agency Metrolink Expansion to the Northeast corner of said Northerly Right-of-Way, also being the Southeast corner of Lot 139 of the Lincolnshire 7<sup>th</sup> Addition to the City of Belleville; thence Southerly to the Southerly Right-of-Way line of said Bi-State Development Agency Metrolink Expansion, also being the Northwest corner of Parcel ID 08250100013; thence Easterly following along said Southerly Right-of-Way line of Bi-State Development Agency Metrolink Expansion to the Northeast corner of said Parcel ID 08250100013; thence Northerly to the Northwest corner of Parcel ID 08250600001; thence Easterly following along the Northerly line of said Parcel ID 08250600001 to the Northeast corner of said Parcel ID 08250600001, also being the Southeast corner of Lot 4 of the Loop Creek Subdivision to the City of Belleville; thence Northerly along the East line of said Lot 4 to the Northeast corner of Lot 1 of said Loop Creek Subdivision; thence Easterly to the Southeast corner of Lot 291 of the Lincolnshire 3rd Addition to the City of Belleville; thence Northerly along the East line of said Subdivision to the Northeast corner of Lot 232 of the Lincolnshire 2nd Addition to the City of Belleville, also being the Southwest corner of Parcel ID 08240401019; thence Easterly following along the Southerly line of said Parcel ID 08240401019 to the Southeast corner of said Parcel ID 08240401019; thence Northerly along the East line of said Parcel ID 08240401019 to the Northeast corner of said Parcel ID 08240401019; thence Westerly along the North line of said parcel to the Southwest corner of Lot 1 of

the College Plaza Subdivision to the City of Belleville; thence Northerly along the West line of Said Lot 1 to the Northwest corner of said Lot 1, also being the Southerly Right-of-Way line of Carlyle Avenue; thence continuing Northerly to the Northerly Right-of-Way line of Said Carlyle Avenue; thence Easterly following along said Northerly Right-of-Way line of Carlyle Avenue to the point of intersection with the East Line of Lot 5 of said College Plaza Subdivision; thence Southerly to the Northeast corner of said Lot 5; thence Continuing Southerly to the Southeast corner of Said Lot 5; thence Westerly following along the South line of said College Plaza Subdivision to the Northwest corner of Parcel ID 08240400053; thence Southerly along the West line of said Parcel ID 08240400053 to the Southwest corner radius of said parcel; thence Easterly following along the Southerly line of said Parcel ID 08240400053 to the Southeast corner of said parcel; also being the West line of the Weatherstone 6<sup>th</sup> Addition to the City of Belleville; thence Southerly along said West line to the Southwest corner of Lot 73 of the Weatherstone 2<sup>nd</sup> Addition to the City of Belleville; thence Easterly along the South line of said Lot 73 to the Southeast corner of Lot 61 of said Weatherstone Subdivision, also being the West Right-of-Way line of South Green Mount Road; thence Southerly following along said West Right-of-Way line of South Green Mount Road to a point of intersection with the South line of Lot 11 of the Chamness A.P. Subdivision to the City of Belleville; thence Easterly to the Southwest corner of said Lot 11; thence continuing Easterly along the South line of said Lot 11 to the Southeast corner of said Lot 11; thence Southeasterly following the Easterly line of Lot 4 of the Green Mount Station Subdivision to the City of Belleville to the North Right-of-Way line of Illinois Route 177 (also known as Mascoutah Avenue); thence Westerly following along said North Right-of-Way line of Illinois Route 177 to the East Right-of-Way line of South Green Mount Road; thence Northerly along said East Right-of-Way line of South Green Mount Road a distance of 73.55 feet; thence Westerly to the Southeast corner of Parcel ID 08250200012; thence Northerly along the East line of said Parcel ID 08250200012 to the Northeast of said parcel; thence Westerly along the North line of said parcel to the Northwest corner of said Parcel ID 08250200012; thence Southerly along the West line of said parcel the Southeast corner of said Parcel ID 08250200012, also being the North Right-of-Way line of Illinois Route 1777 (also known as Mascoutah Avenue); thence Westerly along said North Right-of-Way line of Illinois Route 177 to the Southwest corner of Lot 4 of the Silver Creek Commercial Park addition to the City of Belleville; thence Northerly along the West line of said Silver Creek Commercial Park addition to the South Right-of-Way line of the Bi-State Development Agency Metrolink Expansion; thence Westerly following along said South Right-of-Way line of the Bi-State Development Agency Metrolink Expansion to the Northwest corner of Parcel ID 08250103003; thence Southerly along the West line of said Parcel ID 08250103003 to the Southwest corner of said parcel, also being the North Right-of-Way line of Illinois Route 177 (also known as Mascoutah Avenue); thence Westerly along said North Right-of-Way line of Illinois Route 177 to a point of Intersection with the East line of Part 1 of the Edward J Gay Lands Partition Plat to the City of Belleville; thence Southerly to the Northeast corner of said Part 1; thence continuing Southerly along said East line of said Part 1 to the Northerly Right-of-Way line of Amann Drive; thence Continuing Southerly to a point 5 feet North of the Southerly Right-of-Way line of said Amann Drive; thence Easterly following along said Southerly Right-of-Way line Parallel 5 feet North to the

Westerly Right-of-Way line of South Green Mount Road, point being parallel 5 feet East of said Westerly Right-of-Way line; thence Southwesterly following along said Westerly Right-of-Way line parallel 5 feet East to the point of intersection with the North line of Part 2 of Survey 381 to the City of Belleville; thence Easterly along said North line of said Part 2 to the Northeast corner of said Part 2; thence Southwesterly along the Easterly line of said Part 2 to the Northerly Right-of-Way line of Illinois Route 15; thence Southeasterly along said Northerly Right-of-Way line of Illinois Route 15 a distance of 735.81 feet, also being the South most corner of Part of Survey 389 to the City of Belleville; thence Southwesterly to the North-Northeast corner of Lot 2 of the Schmitt Commercial Park addition to the City of Belleville, also being the Southerly Right-of-Way line of said Illinois Route 15; thence Easterly following along said Southerly Right-of-Way line to the Northeast corner of Parcel ID 13010400025; thence Southerly following along the Easterly line of said Parcel ID 13010400025 to the Southwest corner of Parcel ID 13010400018; thence Easterly to the Southeast corner of said Parcel ID 13010400018; thence Northeasterly along the Easterly line of said parcel to a point on the Southerly line of Parcel ID 14060300011; thence Southeasterly along said Southerly line to the Southeast corner of Parcel ID 14060300025; thence Northeasterly along the Easterly line of said Parcel ID 14060300025 to the Southerly Right-of-Way line of Illinois Route 15; thence Northeasterly along said Southerly Right-of-Way line of Illinois Route 15 a distance of 17.25 feet approximately, also being the point of curvature of said Southerly Right-of-Way line; thence Northerly to the point of intersection with said Easterly line of said Parcel ID 14060300025 and the Northerly Right-of-Way line of Illinois Route 15; thence Easterly following along said Northerly Right-of-Way line of Illinois Route 15 to the Northwest corner of Parcel ID 14060400004; thence Northwesterly to the Southeast corner of Parcel ID 14060300031; thence Continuing Northwesterly along the South line of said Parcel ID 14060300031 to the Southeast corner of Part 3 of Survey 389 to the City of Belleville; thence Northwesterly following along the South line of said Part 3 to the Southeast corner of Parcel ID 13010300010; thence Northwesterly following along the Southwesterly line of said Parcel ID 13010300010 to the centerline of South Green Mount Road; thence Northeasterly along said centerline to the centerline of the Northerly West Bound lane of Illinois Route 15; thence Northwesterly along said centerline of the Northerly West Bound lane of Illinois Route 15 to a point Southwesterly and right angle to the South corner of Parcel ID 13010100005; thence Northeasterly to said South corner of said Parcel ID 13010100005, also being the Northerly Right-of-Way line of Illinois Route 15; thence Northwesterly following along said Northerly Right-of-Way line of Illinois Route 15 to the Southwest corner of Parcel ID 13010100018; thence Northeasterly along the Westerly line of said Parcel ID 13010100018 to the Northwest corner of Part 14 of Survey 381 to the City of Belleville; thence Easterly along the North line of said Part 14 to the Westerly Right-of-Way line of South Green Mount Road; thence Northeasterly following along said Westerly Right-of-Way line of South Green Mount Road to the Southerly Right-of-Way line of Amann Drive; thence Northwesterly following along said Southerly Right-of-Way line of Amann Drive to a point being 5 feet Westerly of the East line of Parcel ID 08250303038; thence Northerly to a point on the Northerly Right-of-Way line of Amann Drive being 5 feet West of the East line of said Parcel ID 08250303038; thence Northwesterly following along said Northerly Right-of-Way line of Amann Drive to the

point of tangent; thence Southwesterly to the Northeast corner of Parcel ID 08360100014; thence Northwesterly along the north line of said Parcel ID 08360100014 to the Southwest corner of Parcel ID 08250303044; thence Southwesterly 80 feet to the Southeast corner of Parcel ID 08250303024; thence Northwesterly along the South line of said Parcel ID 08250303024 to the Southeast corner of Parcel ID 08250300003; thence Northeasterly to the Northeast corner of said parcel; thence Northwesterly to the Northwest corner of said parcel; thence Southwesterly to the Southeast corner of Parcel ID 08250303041; thence Northwesterly along the South line of said Parcel ID 08250303041 to the Southeast corner of Parcel ID 08250303016; thence Northeasterly to the Northeast corner of said parcel; thence Northwesterly to the Northwest corner of said parcel; thence Southwesterly to the Southeast corner of Parcel ID 08260407003, also being the Northerly Right-of-Way line of South Green Mount Lane; thence Northwesterly along said Northerly Right-of-Way line of South Green Mount Lane to a point of intersection with the West line of Part 8 of Survey 381 to the City of Belleville; thence Southwesterly to the Northwest corner of said Part 8; thence continuing Southwesterly to the Southwest corner of Part 1B of said Survey 381; thence Southeasterly along the South line of said Part 1B to the Northeast corner of Part 21B of said Survey 381; thence Southwesterly following along the Southeasterly line of said Part 21B to the Northerly Right-of-Way line of Illinois Route 15; thence Northwesterly following along said Northerly Right-of-Way line to the Southwest corner of said Part 21B; thence Northeasterly along the West line of said Part 21B to the Northwest corner of said Part 21B; thence Northwesterly to the Northeast corner of Parcel ID 08350100039; thence Southwesterly along the Southeasterly line of said parcel to the Easterly Right-of-Way line of Freeburg Avenue; thence Northwesterly following along said Easterly Right-of-Way line to the Southwest corner of Parcel ID 08350100039; thence Northeasterly along Northwesterly line of said parcel to the Northwest corner of said parcel; thence Northwesterly to the North corner of Parcel ID 08350100014; thence Northeasterly to the East corner of Parcel ID 08260312009; thence Northwesterly along the Northeasterly line of said parcel to the South corner of Parcel ID 08260312012; thence Northeasterly along the Southeasterly line of said parcel to the East corner of said parcel; thence Northwesterly along the Northeasterly line of said parcel to the South corner of Parcel ID 08260312032; thence Easterly to the East corner of said parcel; thence Westerly to the West corner of said parcel, also being the Northeasterly line of Parcel ID 08260312012; thence Northwesterly along said Northeasterly line of Parcel ID 08260312012 to the North corner of said parcel; thence Northeasterly a distance of 1.98 feet approximately to the East corner of Lot 192 of the Dawn Heights Subdivision to the City of Belleville; thence Northwesterly following along the Northeasterly line of said Lot 192 to the Southeast corner of Lot 12 of the Belle Valley Place 1<sup>st</sup> Addition to the City of Belleville; thence Northwesterly to the Northeast corner of said Lot 12; thence Northwesterly to the Northeast corner of Lot 6 of the Belle Valley Place subdivision to the City of Belleville; also being the South Right-of-Way line of Mascoutah Avenue; thence Westerly following along said South Right-of-Way line of Mascoutah Avenue to the Southerly Right-of-Way line of South Belt East; thence Southwesterly following along said Southerly Right-of-Way line of South Belt East to the Easterly Right-of-Way line of Freeburg Avenue; thence Southeasterly following along said Easterly Right-of-Way line of Freeburg Avenue to the point of intersection with the

Easterly line of Parcel ID 08270321008; thence Southwesterly to the Northeast corner of said parcel; thence Continuing Southwesterly along said Easterly line of said Parcel ID 08270321008 to the Southerly Right-of-Way line of the Canadian National Illinois Central Railroad; thence Northwesterly following along said Southerly Right-of-Way line to Southeast corner of Parcel ID 08270320007; thence Westerly following along the South line of said parcel to the Southwest corner of said parcel; thence Southwesterly to the Northwest corner of Parcel ID 08270314006, also being the Northeasterly Right-of-Way Line of the West Bound Off Ramp of Illinois Route 15; thence Southeasterly following along said Northeasterly Right-of-Way Line of the West Bound Off Ramp of Illinois Route 15 to the Southwest corner of Parcel ID 08270314015; thence Northwesterly to the Northwest corner of Parcel ID 08270314007; thence Southeasterly along the Southwesterly line of said parcel to the Southwest corner of said parcel; thence Westerly to the Northwest corner of Parcel ID 08340101001, also being the Northeasterly Right-of-Way Line of the West Bound Off Ramp of Illinois Route 15 and Illinois Route 15 mainline; thence Southeasterly following along said Northeasterly Right-of-Way Line of Illinois Route 15 to the Southeast corner of said Parcel ID 08340101001; thence South to the Northeast corner of Lot 33 of the Westhaven Estates 2<sup>nd</sup> Addition to the City of Belleville; thence Northwesterly following along the North line of said Westhaven Estates 2<sup>nd</sup> Addition to the East Right-of-Way line of South Illinois Street; thence Southerly following along said East Right-of-Way line of South Illinois Street to the Southwest corner of Lot 55 of the Westhaven Estates 3<sup>rd</sup> Addition to the City of Belleville; thence Westerly to the Northeast corner of Parcel ID 08330200036, also being the West Right-of-Way line of South Illinois Street; thence Southerly following along said West Right-of-Way line of South Illinois Street to the Northerly Right-of-Way line of West Haven Meadows Drive; thence Southwesterly following along said Northerly Right-of-Way line of West Haven Meadows Drive to the Easterly line of the West Haven Meadows Phase 1 Subdivision to the City of Belleville; Thence Northerly following along Easterly line of the West Haven Meadows subdivision to the Southeast corner of Parcel ID 08330200054; thence Northwesterly along the South line of said parcel to the Easterly Right-of-Way line of Fairwood Drive; thence Northeasterly following along said Easterly Right-of-Way line of Fairwood Drive to the Westerly Right-of-Way line of West Taft Street; thence Northwesterly following along said Westerly Right-of-Way line of West Taft Street to the Northeast corner of Parcel ID 08280413013; thence Northwesterly to the Southeast corner of Parcel ID 08280413015, also being the Southerly Right-of-Way line of Illinois Route 15; thence Northwesterly following along said Southerly Right-of-Way line of Illinois Route 15 to the point of intersection with the East line of Parcel ID 08280407037; thence Northerly to the Southeast corner of said Parcel ID 08280407037; thence continuing Northerly the Northeast corner of Parcel ID 08280407036; thence West along the North line of said parcel to the Northwest corner of said Parcel ID 08280407036; thence North along the West line of Parcel ID 08280407002 to the North Right-of-Way line of South Belt West; thence Westerly following along said North Right-of-Way line of South Belt West to the Southeast corner of Parcel ID 08280402066; thence Northerly to the Northeast corner of said parcel; thence Westerly to the Northwest corner of said parcel; thence Southerly to said North Right-of-Way line of South Belt West; thence Westerly along said North Right-of-Way line of South Belt West to the Southeast corner of Parcel ID 08280402059; thence

Northerly along the East line of said parcel to the Northeast corner of said parcel; thence Westerly along the North line of said parcel to the Northwest corner of Parcel ID 08280402051; thence Southerly along the West line of said parcel to said North Right-of-Way line of South Belt West; thence Westerly following along said North Right-of-Way line of South Belt West to the South most corner of Parcel ID 08280304005; thence Southwesterly to the Northwest corner of Parcel ID 08280302021; thence Southerly along the West line of said parcel to the Southwest corner of said parcel; thence easterly along the South line of said parcel to the point of intersection with the West line of Parcel ID 08280302037; thence Southerly to the Southwest corner of said Parcel ID 08280302037; thence Easterly along the South line of said parcel to the West Right-of-Way line of South State Street; thence Southerly along said West Right-of-Way line of South State Street a distance of 54.2 feet to the Northeast corner of Parcel ID 08280302023; thence Westerly along the North line of said parcel to the northwest corner of said parcel; thence Southerly along the West line of said parcel to the South corner of Parcel ID 08280302038; thence northwesterly following along the Westerly line of said Parcel to the East corner of Parcel ID 08280302039; thence Southwesterly along the Southeasterly line of said parcel to the South corner of said parcel; thence Northwesterly along the Southwesterly line of said parcel to the North corner of Parcel ID 08280302029; thence following along the Southwesterly line of said parcel to the Southeast corner of Lot 16 of the Forrest Gate Subdivision to the City of Belleville; thence following along the Southerly line of said Lot 16 to the Northwest corner of Lot 15 of said Forrest Gate Subdivision; thence Southerly along the West line of said Forrest Gate Subdivision to the Southwest corner of said Forrest Gate Subdivision; thence Westerly to the Southwest corner of Part of Tract 3 of the Bowman Tracts to the City of Belleville, also known as Parcel ID 08280303031; thence Northerly following along the Westerly line of said Part of Tract 3 of the Bowman Tracts to the North corner of Parcel ID 08280303039; thence Southwesterly along the Northwesterly line of said parcel to the Northeasterly Right-of-Way line of Sunrise Drive; thence Northwesterly following along said Northeasterly Right-of-Way line of Sunrise Drive to the Southeasterly Right-of-Way line of Centreville Avenue; thence Northeasterly following along said Southeasterly Right-of-Way line of Centreville Avenue to the West corner of Parcel ID 08280303046; thence Southeasterly following the Southwesterly line of said parcel to the Northwest corner of Lot 16 of the Forrest Gate Subdivision to the City of Belleville; thence continuing southeasterly along the Southwesterly line of said Lot a distance of 99.86 feet; thence Northerly to the North most corner of Parcel ID 08280302039; thence Southeast to the Southeast corner of Parcel ID 08280302013; thence Northwesterly to the Southwest corner of Parcel ID 08280302035; thence Northerly to the Northwest corner of said Parcel ID 08280302035; thence Northeasterly to the South corner of Lot 1 of the Fuess Subdivision to the City of Belleville, also being the Northeasterly Right-of-Way line of South Belt West; thence Northwesterly following along said Northeasterly Right-of-Way line of South Belt West to the West corner of Parcel ID 08280301037; thence Northerly to the South corner of Lot 35 of the Herzler Heights Subdivision to the City of Belleville, also being the Northwesterly Right-of-Way line Centreville Avenue; thence Northeasterly along said Northwesterly Right-of-Way line Centreville Avenue to the East corner of Lot 37 of said Herzler Heights Subdivision; thence Northwesterly following along the Northeasterly line of said parcel to the

Northwesterly Right-of-Way line of South Seventh Street; thence Southwesterly along said Northwesterly Right-of-Way line of South Seventh Street a distance of 65 feet; thence Northwesterly to the North corner of Parcel ID 08280111061; thence Southwesterly along the Northwesterly line of said parcel to the Northeasterly Right-of-Way line of South Belt West; thence Northwesterly following along said Northeasterly Right-of-Way line of South Belt West to the point of intersection with the Northwesterly Right-of-Line of Oakview Drive; thence Southwesterly along said Northwesterly Right-of-Line of Oakview Drive to the South corner of Lot 11 of the Reissen & Schantz Tracts to the City of Belleville; thence Northwesterly along the Southwesterly line of said Lot 11 to the North corner of Lot 8 of said Reissen & Schantz Tracts; thence Southwesterly to the West corner of said Lot 8; thence Southeasterly to the West corner of said Lot 8; thence Southwesterly to the South corner of Lot 6 of said Reissen & Schantz Tracts; thence Northwesterly along the Southwesterly line of said Lot 6 to the point of intersection with the Northwesterly line of Lot 8 of the Oakleigh Terrace Subdivision to the City of Belleville; thence Southwesterly to the South corner of said Lot 8; thence Northwesterly to the East corner of Lot 16 of said Oakleigh Terrace Subdivision; thence Southwesterly to the South corner of said Lot 16; thence Northwesterly to the West corner of said Lot 16; thence Northeasterly to the North corner of Lot 13 of said Oakleigh Terrace Subdivision; thence Southeasterly along the Northeasterly line of said Lot 13 to the point of intersection with the Northwesterly line of Lot 5 of the Reissen & Schantz Tracts to the City of Belleville, also being the Southeasterly line of a 10 foot wide strip of land; thence Northeasterly along said Southeasterly line of a 10 foot wide strip of land to the Northeasterly Right-of-Way line of South Belt West; thence Northwesterly along said Northeasterly Right-of-Way line of South Belt West to the Northwesterly Right-of-Way line of South Tenth Street; thence Northeasterly along said Northwesterly Right-of-Way line of South Tenth Street a distance of 268.42 feet; thence Northwesterly to West corner of Parcel ID 08290218015; thence Northeasterly to the North corner of said parcel; thence Northwesterly to West corner of Parcel ID 08290218006; thence Northeasterly along the Northwesterly line of said parcel to a point on the Northeasterly line of Parcel ID 08290218013; thence Northwesterly along said Northeasterly line of Parcel ID 08290218013 to the Southeasterly Right-of-Way line of South Eleventh Street; thence Northeasterly following along said Southeasterly Right-of-Way line of South Eleventh Street to the point of intersection with the Southwesterly line of Parcel ID 08290210013; thence Northwesterly to the South corner of said Parcel ID 08290210013; thence continuing Northwesterly along said Southwesterly line of Parcel ID 08290210013 to North corner of Parcel ID 08200506015; thence Southwesterly to the West corner of said parcel; thence Northwesterly to the West corner of Parcel ID 08200430004; thence Northeasterly to the North corner of said parcel; thence Northwesterly to the Southwest corner of Lot 11 of the Roosevelt Heights Subdivision to the City of Belleville, also being the Northeasterly Right-of-Way line of Belleville Crossing; thence Northwesterly following along said Northeasterly Right-of-Way line of Belleville Crossing to the Northwest corner of Parcel ID 08190400025; thence Southeasterly to the Southeast corner of said parcel; thence Northwesterly to the Southwest corner of said parcel; thence Southeasterly to the West corner of Parcel ID 08190400015, also being the Northeasterly Right-of-Way line of Illinois Route 15; thence continuing Southeasterly along said Northeasterly Right-of-Way line of Illinois

Route 15 to the point of intersection with the Northerly line of Parcel ID 08190400018; thence Westerly to the Northeast corner of said Parcel ID 08190400018, also being the Southwesterly Right-of-Way line of Illinois Route 15; thence Southeasterly following along said Southwesterly Right-of-Way line of Illinois Route 15 to the Southeast corner of said Parcel ID 08190400018; thence Westerly following the Southerly line of said Parcel ID 08190400018 to the Southwest corner of said parcel, also being the North line of the Brook Taylor Estates subdivision to the City of Belleville; thence continuing Westerly along the said North line of the Brook Taylor Estates subdivision to the Easterly Right-of-Way line of Frank Scott Parkway; thence Southerly along the Easterly Right-of-Way of Frank Scott Parkway a distance of 580.00 feet; thence Easterly along a line perpendicular to the Easterly Right-of-Way line of Frank Scott Parkway West a distance of 795.00 feet; thence Southerly along a line perpendicular to the Northerly Right-of-Way line of South 11<sup>th</sup> Street to its intersection with the Northerly Right-of-Way line of said South 11<sup>th</sup> Street; thence Westerly following the Northerly Right-of-Way line of South 11<sup>th</sup> Street to its intersection with the Easterly Right-of-Way line of Frank Scott Parkway West; thence continuing Westerly along a line parallel to the Northerly Right-of-Way line of Said South 11<sup>th</sup> Street a distance of 3.00 feet; thence Northerly along a line parallel to and 3.00 feet West of the Easterly Right-of-Way line of Frank Scott Parkway to a point 3.00 feet West of the Northwest corner of the Brook Taylor Estates Subdivision; thence Westerly along a line parallel to the North line of the Brook Taylor Estates subdivision to the Westerly Right-of-Way line of Frank Scott Parkway; thence continuing Westerly along said North line of the Brook Taylor Estates subdivision to the Westerly Right-of-Way line of Frank Scott Parkway West; thence Northerly following along said Westerly Right-of-Way line of Frank Scott Parkway West to the Northeast corner of Parcel ID 07240400003; thence Westerly along the North line of said parcel to the Southwest corner of Parcel ID 07240200050; thence Northerly following along the Westerly line of said parcel to the Southerly Right-of-Way line of Town Hall Road; thence Northwesterly along said Southerly Right-of-Way line of Town Hall Road to the point of intersection with the East line of Parcel ID 07240200045; thence Northerly to the South corner of said Parcel ID 07240200045, also being the Northerly Right-of-Way line of said Town Hall Road; thence Northwesterly following along said Northerly Right-of-Way line of said Town Hall Road to the Southwest corner of Parcel ID 07240200038; thence Northerly following along the Westerly line of said parcel to the Southeast corner of Parcel ID 07130300026; thence Northerly along the Easterly line of said parcel to the South corner of Parcel ID 07130300021; thence Northwesterly to the West corner of said parcel; thence Easterly to the West corner of Parcel ID 07130300013; thence Northeasterly along the Northwesterly line of said parcel to the Southwesterly Right-of-Way line of Illinois Route 15; thence Southeasterly following along said Southwesterly Right-of-Way line of Illinois Route 15 to the Northeast corner of Parcel ID 07240200030; thence Southerly along the East line of said parcel to the North corner of Parcel ID 07240200043; thence Southeasterly to the Northeast corner of said parcel; thence Southerly to the Southeast corner of said parcel, also being Northerly Right-of-Way line of Town Hall Road; thence Southerly the Northwest corner of Parcel ID 07240200042, also being the Southerly Right-of-Way line of Town Hall Road; thence Southeasterly along said Southerly Right-of-Way of said Town Hall Road a distance of 312.5 feet, also being the Westerly Right-of-Way line of Frank Scott Parkway West; thence Easterly

perpendicular to the centerline of said Frank Scott Parkway West to a point on the Easterly Right-of-Way line of Frank Scott Parkway West; thence Northerly following along said Easterly Right-of-Way line of Frank Scott Parkway West to the Northwest corner Parcel ID 08190100007; thence Northerly to the Southwest corner of Parcel ID 08190102005; thence Northerly following along said Easterly Right-of-Way line of Frank Scott Parkway West to the Northwest corner of Lot 11 of the Belleville Crossing Plat 5 to the City of Belleville; thence Northerly to the Southwest corner of Parcel ID 08180305013; thence Easterly to the Northeast corner of Parcel ID 08180305017; thence Southerly to the Southeast corner of said parcel; thence Southeasterly to the Northwest corner of Parcel ID 08180305016; thence Easterly following the Northerly line of said parcel to the Northwest corner of Parcel ID 08180305009; thence Northeasterly to the North corner of said parcel; thence Southerly to the Northwesterly line of the Nebelsick Place subdivision to the City of Belleville; thence Northeasterly following along said Northwesterly line of said Nebelsick Place subdivision to the Northeasterly Right-of-Way line of South Belt West; thence Southeasterly following along said Northeasterly Right-of-Way line of South Belt West to the Southwest corner of Parcel ID 08180404003; thence Northeasterly to the North corner of said parcel; thence Southeasterly to the East corner of said parcel; thence Southwesterly to the West corner of Parcel ID 08180404004, also being the Northeasterly Right-of-Way line of South Belt West; thence Southeasterly to the South corner of said parcel; thence Southwesterly to the East corner of Parcel ID 08180405054, also being the Southwesterly Right-of-Way line of South Belt West; thence continuing Southwesterly to the West corner of Parcel ID 08180405011; thence Northwesterly to the North corner of Parcel ID 08180405045; thence Southwesterly to the Southeast corner of Parcel 08180305009; thence continuing Southwesterly to the South corner of said parcel; thence Westerly to the Northwest corner of Parcel ID 08180305012; thence Southerly to the Southwest corner of said parcel; thence Easterly along the Southerly line of said Parcel ID 08180305012 to the Northwest corner of Parcel ID 08190201027; thence Southeasterly following along the Southwesterly line of said parcel to Southwest corner of said parcel; thence Easterly along the South line said parcel to the Northeast corner of Parcel ID 08190201026; thence Southerly the Southeast corner of said parcel; thence Westerly following the Southerly line of said parcel to the South most corner of said parcel; thence Southwesterly to the Southwest corner of Parcel ID 08190200034, also being the Northeasterly Right-of-Way line of Belleville Crossing; thence Southeasterly along said Northeasterly Right-of-Way line of Belleville Crossing to the Southwest corner of Parcel ID 08190200035; thence Easterly along the South line of said parcel to the Southwesterly line of the St. Clair Township section 19 addition to the City of Belleville; thence Southeasterly following along said Southwesterly line of the St. Clair Township section 19 addition to the East Quarter Corner of Section 19, Township 1 North, Range 8 West; thence Easterly to the Northeast corner of Parcel ID 08200300001; thence Southeasterly to the South corner of Parcel ID 08200106019, also being the Northerly Right-of-Way line of South Twenty-Third Street; thence Northeasterly following along said Northerly Right-of-Way line of South Twenty-Third Street to the Southwesterly Right-of-Way line of South Belt West; thence continuing Northeasterly to the Northeasterly Right-of-Way line of the Illinois Central Gulf Railroad; thence Northwesterly following along said Northeasterly Right-of-Way line of the Illinois

Central Gulf Railroad to the West corner of Parcel ID 08200105038; thence Northeasterly to the Northwest corner of said parcel, also being the South Right-of-Way line of South Twenty-Seventh Street; thence Easterly along said South Right-of-Way line of South Twenty-Seventh Street to the Southwesterly Right-of-Way line of South Twenty-Ninth Street; thence Northwesterly following along said Southwesterly Right-of-Way line of South Twenty-Ninth Street to the Southeast corner of Lot 1 of the Sahlender Place 1<sup>st</sup> Addition to the City of Belleville, also being the Southwesterly line of a 15 foot wide Alley; thence continuing Northwesterly along said Southwesterly line of a 15 foot wide Alley to the North corner of Lot 32 of said Sahlender Place 1<sup>st</sup> Addition; thence Northwesterly to the Northeast corner of Lot 30 of said Sahlender Place 1<sup>st</sup> Addition; thence Northwesterly the South right-of-Way line Sahlender Street; thence Westerly along said South right-of-Way line Sahlender Street to the Northwest corner of Parcel ID 08170309034; thence Southerly to the Southeast corner of Parcel ID 08170309037; thence Westerly to the Southwest corner of said parcel, also being the East line of a 20 foot wide Alley; thence Northerly along said East line of a 20 foot wide Alley to the South corner of Parcel ID 08180403008; thence Northwesterly the North corner of Parcel ID 08180403020; thence Southerly following along the Westerly line of said parcel to the Northwest corner of Parcel ID 08180403012; thence Southerly following along the Westerly line of said parcel to the Northwest corner of Parcel ID 08180403014; thence Southerly following along the Westerly line of said parcel to the Northwest corner of Parcel ID 08180403015; thence Southeasterly following the Westerly line of said parcel to the Southwest corner of said parcel; thence Northwesterly to the Southwest corner of Parcel ID 08180403009; thence Southeasterly to the Southeast corner of Parcel ID 08180402010, also being the Northeasterly Right-of-Way line of the Canadian National & Illinois Central Gulf Railroad; thence Northwesterly following along said Northeasterly Right-of-Way line of the Canadian National & Illinois Central Gulf Railroad to the Southwest corner of said Parcel ID 08180402010; thence Northerly to the Northwest corner of said parcel; thence Easterly to the Northeast corner of said parcel; thence Southeasterly to the South corner of Parcel ID 08180217007; thence Northerly to the South corner of Parcel ID 08180208063; thence Northeasterly following along the Easterly line of said parcel to the Northeast corner of said parcel; thence Westerly to the Northwest corner of said parcel; thence Northerly to the Northeast corner of Lot 18 of the Homeland Park Subdivision to the City of Belleville; thence Northwesterly to the North corner Lot 14 of said Homeland Park Subdivision; thence Southwesterly along the Northwesterly line of said Lot 14 to the Easterly Right-of-Way line of Friendly Drive; thence Northwesterly to the Southwest corner of Lot 9 of said Homeland Park Subdivision; thence Westerly along the South line of said Lot 9 to the Northwest corner of Lot 37 of said Homeland Park Subdivision; thence Southerly to the Southwest corner of said Lot 37; thence Northwesterly to the Northwest corner of Lot 36 of said Homeland Park Subdivision; thence Southerly to the Southwest corner of said Lot 36, also being the Northeasterly Right-of-Way of the Southern Railroad; thence Northwesterly along said Northeasterly Right-of-Way of the Southern Railroad to the South corner of Lot 1 of said Homeland Park Subdivision; thence Northerly to the Northeast corner of said Lot 1, also being the Southerly Right-of-Way line of North Belt West; thence Westerly following along said Southerly Right-of-Way line of North Belt West to the Northeasterly Right-of-Way of the Southern Railroad, also being Parcel ID

08180505001; thence Northwesterly to the Northeast corner of said parcel; thence Westerly to the Northwest corner of Parcel ID 08180207024; thence Southwesterly to the Northeast corner of Parcel ID 08180100021; thence Southerly following along the Easterly line of said parcel the Southeast corner of said Parcel ID 08180100021; thence Westerly to the Northwest corner of Lot 6 of the Parkmoor Subdivision to the City of Belleville; thence Southwesterly following along the Northwesterly line of said Parkmoor Subdivision to the Northwest corner of Lot 4 of said Parkmoor Subdivision; thence Southerly to the Northeast corner of Lot 7 of the Parkmoor 1<sup>st</sup> Addition to the City of Belleville; thence Westerly to the Northwest corner of Lot 91 of the Parkmoor 4<sup>th</sup> Addition to the City of Belleville; thence Northerly to the Southeast corner of Parcel ID 08180100008; thence Continuing Northerly to the Southwest corner of Parcel ID 08180100009; thence Easterly to the Southeast of said parcel; thence Northerly to the Northeast corner of said parcel; thence Westerly to the Northwest corner of Lot 11 of the Schmisseeurs A.P. Subdivision to the City of Belleville; thence Southerly to the Northeast corner of Lot 13 of said Schmisseeurs A.P. Subdivision; thence Westerly along the South line of said Lot 13 to Easterly Right-of-Way line of Frank Scott Parkway West; thence Northerly following along said Easterly Right-of-Way line of Frank Scott Parkway West to Southwest corner of Lot 1 of said Schmisseeurs A.P. Subdivision; thence continuing Northerly along said Easterly Right-of-Way line of Frank Scott Parkway West a distance of 176.1 feet; thence Northwesterly to the South most corner of Parcel ID 07120426028, also being the Northerly Right-of-Way line of North Belt West; thence Westerly following along said Northerly Right-of-Way line of North Belt West to the Southeast corner of Parcel ID 07120506001, also being the Northeasterly Right-of-Way line of the Illinois Central Gulf Railroad; thence Westerly to a point being 5 feet and parallel to said Northeasterly Right-of-Way line of the Illinois Central Gulf Railroad; thence Northwesterly following along said Northeasterly Right-of-Way line 5 feet Westerly and parallel to a point of intersection with the Northwesterly line of Lot 201 of the Pinecrest 7<sup>th</sup> Addition to the City of Belleville; thence Southwesterly to the North corner of Parcel ID 07120310002; thence Southerly to the North corner of Lot 1 of the Crons Tract A.P. No. 2 addition to the City of Belleville; thence Continuing Southerly to the North corner of Parcel ID 07130101056; thence Southeasterly to the Northeast corner of said parcel; thence Southwesterly following along the Easterly line of said parcel to the Northwest corner of Lot 38 of the Oak Manor 2<sup>nd</sup> Addition to the City of Belleville; thence Southerly to the Northwest corner of Lot 39 of said Oak Manor 2<sup>nd</sup> Addition; thence Southerly to the Northwest corner of Lot 40 of said Oak Manor 2<sup>nd</sup> Addition; thence Southeasterly to the Northeast corner of Lot 41 of said Oak Manor 2<sup>nd</sup> Addition; thence Southeasterly to the Southwest corner of said Lot 41, also being the Northeasterly Right-of-Way line of Illinois Route 15; thence Southwesterly to the Northeast corner of Parcel ID 07130300001, also being the Southwesterly Right-of-Way line of said Illinois Route 15; thence Westerly to the Southeast corner of Parcel ID 07130100014; thence Northwesterly along the Northeasterly line of said parcel to Southeasterly Right-of-Way of Twin Pyramid Parkway, a 50 foot wide street; thence Northeasterly a distance of 50 feet to the Northeasterly Right-of-Way line of said Twin Pyramid Parkway; thence Northwesterly along said Northeasterly Right-of-Way line of said Twin Pyramid Parkway a distance of 284.69 feet, also being the Easterly Right-of-Way line of South Seventy-Fourth Street; thence Westerly to the point of curvature of

the Westerly Right-of-Way line of South Seventy-Fourth Street; thence Northerly following along said Westerly Right-of-Way line of South Seventy-Fourth Street to the Southwesterly Right-of-Way line of Illinois Route 15; thence Northwesterly along said Southwesterly Right-of-Way line of Illinois Route 15 to the Southeast corner of Parcel ID 07140200019; thence Westerly to the Southwest corner of said parcel; thence Northerly following along the Westerly line of said parcel to the North corner of said parcel, also being the Southwesterly Right-of-Way line of Illinois Route 15 and Old St. Louis Road; thence Northwesterly following along said Southwesterly Right-of-Way line of Illinois Route 15 and Old St. Louis Road to the North corner of Parcel ID 07110304007; thence Northwesterly along said Southwesterly Right-of-Way line of Illinois Route 15 and Old St. Louis Road a distance of 168.43; thence Northeasterly to the Northeasterly Right-of-Way line of Illinois Route 15, also being the Southeast corner of Parcel ID 07110300005; thence Northerly to the Northeast corner of said parcel; thence Northwesterly along the Northerly line of said parcel to the West corner of Parcel ID 07110300009; thence Southeasterly to the Northeast corner of said parcel; thence Northerly to the Northeast corner of Parcel ID 07110300012; thence Northwesterly to the South corner of Parcel ID 07100411001; thence Northerly to the North corner of said parcel; thence Southwesterly the West corner of said parcel, also being the Easterly Right-of-Way line of Illinois Route 13 (known as Old St. Louis Road); thence continuing Southwesterly to the Westerly Right-of-Way line of Illinois Route 13; thence Northwesterly following along said Westerly Right-of-Way line of Illinois Route 13 to Northwest corner of Parcel ID 07100101012; thence Northerly to the Southwest corner of Parcel ID 07100201001; thence Northerly then Easterly following along the Westerly line of said parcel to the Southerly Right-of-Way line of the Canadian National and Illinois Central Gulf Railroad; thence Easterly following along said Southerly Right-of-Way line of the Canadian National and Illinois Central Gulf Railroad to the Northeasterly Right-of-Way line of Illinois Route 15, also being the Point of Beginning.

#### **ITEM A**

Excluding Part of Section 6, Township 1 North, Range 8 West of the 3rd Principal Meridian, St. Clair County, Illinois, (All references herein to "Parcel ID" refers to the Parcel Identification Number of Parcel(s) on file in the St. Clair County Court House, 10 Public Square, Belleville, Illinois) more particularly described as follows:

Beginning at the South most corner of Parcel ID 08060400076, also being on the Northeasterly Right-of-Way line of Illinois Route 161; thence Northwesterly following along said Northeasterly Right-of-Way line of Illinois Route 161 to the Southwest corner of Parcel ID 08060400073; thence Northeasterly to the North corner of said parcel, also being the Southerly Right-of-Way line of the Bi-State Development Agency Metrolink Expansion; thence Southeasterly following along said Southerly Right-of-Way line of the Bi-State Development Agency Metrolink Expansion to the Northeast corner of Parcel ID 08060400076; thence Southerly along the East line of said parcel, to the Point of Beginning.

#### **ITEM B**

Excluding Part of Section 20, Township 1 North, Range 8 West of the 3rd Principal Meridian, St. Clair County, Illinois, (All references herein to "Parcel ID" refers to the Parcel Identification Number of Parcel(s) on file in the St. Clair County Court House, 10 Public Square, Belleville, Illinois) more particularly described as follows:

Beginning at the South corner of Parcel ID 08200300005; thence Northwesterly along the Easterly Right-of-Way line of Roosevelt Avenue a distance of 61.05 feet; thence Southwesterly a distance of 30 feet to the westerly line of said Parcel ID 08200300005; thence Northwesterly to the Northwest corner of Parcel ID 08200300004; thence northeasterly to the Northeast corner of said parcel; thence Southeasterly to the Southeast corner of Parcel ID 08200300006, also being the Northerly Right-of-Way line of South Twenty-First Street; thence Southwesterly along said Northerly Right-of-Way line of South Twenty-First Street, to the Point of Beginning.

### **ITEM C**

Excluding Part of Section 14-15 & 22-23, Township 1 North, Range 8 West of the 3rd Principal Meridian, St. Clair County, Illinois, (All references herein to "Parcel ID" refers to the Parcel Identification Number of Parcel(s) on file in the St. Clair County Court House, 10 Public Square, Belleville, Illinois) more particularly described as follows:

Beginning at the South corner of Lot 74 of the Commercial Place Subdivision to the City of Belleville, also being the Northwesterly Right-of-Way line of South Church Street; thence Southeasterly to the South corner of Lot 152 of said Commercial Place Subdivision thence Southeasterly to the West corner of Lot 19 of Block 1 of the Jefferson Heights Subdivision to the City of Belleville; thence Southeasterly along the Southwesterly line of said Lot 19 to a point on the Northwesterly line of Lot 45 of Block 1 of the Jefferson Heights Subdivision; thence Southwesterly to the west corner of said Lot 45; thence Southeasterly along the Southwesterly line of said Lot 45 to a point on the Southeasterly Right-of-Way line of LaSalle Street; thence Southwesterly to the West corner of Lot 17 of Block 2 of said Jefferson Heights Subdivision; thence Southeasterly long the Southwesterly line of said Lot 17 to the North corner of Lot 47 of said block and subdivision; thence Southwesterly to the West corner of said Lot 47; thence Southeasterly to the South corner of said Lot 47; thence Northeasterly to the East corner of said Lot 47; thence Southeasterly to the North corner of Lot 16 of Block 5 of said Jefferson Heights Subdivision; thence Southeasterly along the Northeasterly line of said Lot 16 to the North corner of Lot 47 of said Block 5; thence Northeasterly to the North corner of Lot 45 of said Block 5; thence Southeasterly along the Northeasterly line of said Lot 45 to a point on the Southeasterly Right-of-Way line of Page Avenue; thence Northeasterly to the North corner of Lot 18 of Block 6 of said Jefferson Heights Subdivision; thence Southeasterly along the Northeasterly line of said Lot 18 to North corner of Lot 18 of Block 13 of said Jefferson Heights Subdivision, also being the Southeasterly right-of-Way line of East D Street; thence Northeasterly to the North corner of Lot 19 of said block and subdivision; thence Southeasterly along the Northeasterly line of said Lot 19 to the North corner of Lot 44 of said Block; thence

Northeasterly to the North corner of Lot 43 of said block; thence Southeasterly along the Northeasterly line of said Lot 43 to a point on the Southeasterly Right-of-Way of East B Street; thence Southwesterly along said Southeasterly Right-of-Way of East B Street to the West corner Parcel ID 08230109009; thence Southeasterly to the South Corner of said parcel; thence Southwesterly to the West corner of Lot 1 of the West Acres 3<sup>rd</sup> Addition to the City of Belleville; thence Southeasterly along the Southwesterly line of said Lot 1 to the South corner of Lot 8 of said West Acres 3<sup>rd</sup> Addition; thence Northeasterly to the West corner of Lot 1 of the West Acres 1<sup>st</sup> Addition to the City of Belleville; thence Southeasterly along the Southwesterly line of said Lot 1 to a point on the Southeasterly Right-of-Way line of East Main Street; thence Southwesterly to the North corner of Parcel ID 08230303063; thence Southeasterly to the East corner of said parcel; thence Southwesterly to the South corner of said parcel; thence Southeasterly to the South corner of Lot 11 of the Bueschs Acres Subdivision to the City of Belleville, also being the Northwesterly Right-of-Way line of Orchard Drive, a 50 foot wide street; thence continuing Southeasterly 50 feet to the Southeasterly Right-of-Way line of said Orchard Drive; thence Southwesterly following along said Southeasterly Right-of-Way line of Orchard Drive to the Northwest corner of Parcel ID 08230305024; thence Northwesterly to the South corner of Lot 1 of the Kniepkamp Place Subdivision to the City of Belleville; thence Northwesterly to the East corner of Lot 8 of the Uhl Tracts A.P. to the City of Belleville; thence Southwesterly to the North corner of Parcel ID 08230303089; thence Southeasterly to the East corner of said parcel; thence Southwesterly to the South corner of said parcel; thence Northwesterly to the West corner of Lot 1 of said Uhl Tracts A.P. subdivision; thence Southwesterly to the North corner of Parcel ID 08230303071; thence Southeasterly to the East corner of said parcel; thence Southwesterly along the Southeasterly line of said parcel a distance of 642.5 feet; thence Northwesterly to the West corner of said parcel; thence Northeasterly to the East corner of Parcel ID 08230302030; thence Northwesterly to the North corner of said parcel; thence Northwesterly to the East corner of Parcel ID 08220419016, also being the Southwesterly Right-of-Way line of Florida Avenue; thence Northwesterly following along said Southwesterly Right-of-Way line of Florida Avenue to the Southeasterly Right-of-Way line of East B Street; thence Southwesterly following along said Southeasterly Right-of-Way line of East B Street to the Northeasterly Right-of-Way line of the Bi-State Development Agency Metrolink Expansion; thence Northwesterly to the Southwest corner of Lot 6B of the Lucinda Wangelin Subdivision of Lands A.P. to the City of Belleville; thence Northerly along the West line of said Lot 6B to the Northwest corner of Lot 33 of the Eastwood Subdivision to the City of Belleville; thence Northeasterly to the South corner of Parcel ID 08220217022; thence Northwesterly following the Southeasterly line of said parcel to the Northwest corner of said parcel; thence Northwesterly to the South corner of Parcel ID 08220217026; thence Northwesterly along the Southwesterly line of said parcel to the south corner of Parcel ID 08220217003, also being the Northwesterly line of a 20 foot wide Alley; thence Southwesterly following along said Northwesterly line of a 20 foot wide Alley to a point on the Southwesterly Right-of-Way line of Hecker Street; thence Northwesterly along said Southwesterly Right-of-Way line of Hecker Street to the North corner of Parcel 08220215031; thence Southwesterly to the West corner of said parcel, also being the Northeasterly line of a 20 foot wide Alley; thence Southeasterly following along said

Northeasterly line of a 20 foot wide Alley to a point on the Westerly line of Parcel ID 08220215024; thence Southwesterly to the North corner of Parcel ID 08220215026; thence Southerly following along the Westerly line of said parcel to the Northeasterly Right-of-Way line of the Bi-State Development Agency Metrolink Expansion; thence Northwesterly following along said Northeasterly Right-of-Way line of the Bi-State Development Agency Metrolink Expansion to the point of intersection with the Southeasterly Right-of-Way line of Scheel Street; thence Northeasterly along said Southeasterly Right-of-Way line of Scheel Street to the West corner of Parcel ID 08220215002; thence Northwesterly to the North corner of Parcel ID 08220112025; thence Southwesterly along the northwesterly line of said parcel to a point on the Northeasterly line of Parcel ID 08220112024; thence Northwesterly to the North corner of said parcel; thence Southwesterly to the West corner of said parcel, also being the Northeasterly Right-of-Way line of the Bi-State Development Agency Metrolink Expansion; thence Northwesterly following along said Northeasterly Right-of-Way line of the Bi-State Development Agency Metrolink Expansion to the Southeasterly Right-of-Way line of South Church Street; thence Northeasterly following along said Southeasterly Right-of-Way line of South Church Street to the point of intersection with the Southwesterly Right-of-Way line of Rear Lebanon Avenue; thence Northwesterly following along said Southwesterly Right-of-Way line of Rear Lebanon Avenue to the point of intersection with the Northwesterly line of Parcel ID 08220105006; thence Northeasterly to the North corner of said parcel; thence continuing Northeasterly to the West corner of Lot 12 of the Tower Grove Addition No. 2 to the City of Belleville, also being the Southeasterly line of a 17 foot wide Alley; thence Northeasterly following along said Southeasterly line of a 17 foot wide Alley to the Southwesterly Right-of-Way line of Koerner Street, a 50 foot wide street; thence continuing Northeasterly a distance of 50 feet to a point on the Northeasterly Right-of-Way line of Koerner Street; thence Northeasterly to the West corner of Parcel ID 08150414009; thence Northeasterly to the North corner of Parcel ID 08150414010; thence Northeasterly to the North corner of Parcel ID 08150414011; thence Southeasterly to the South corner of Parcel ID 08150414004; thence Northeasterly to the East corner of Parcel ID 08150414008; thence Southeasterly to the west corner of Parcel ID 08150414051, also being the Southeasterly line of a 15 foot wide Alley; thence Northeasterly following along said Southeasterly line of a 15 foot wide Alley to the West corner of Lot 74 of the Commercial Place Subdivision to the City of Belleville; thence Southeasterly a distance of 125 feet to the Point of Beginning.

#### **ITEM D**

Excluding Part of Section 22-23 & 26-27, Township 1 North, Range 8 West of the 3rd Principal Meridian, St. Clair County, Illinois, (All references herein to "Parcel ID" refers to the Parcel Identification Number of Parcel(s) on file in the St. Clair County Court House, 10 Public Square, Belleville, Illinois) more particularly described as follows:

Beginning at the Southeast corner of Parcel ID 08260200010, also being on the Northerly Right-of-Way line of Mascoutah Avenue; thence Westerly to the Southwesterly corner of said parcel; thence Northerly to the northeast corner of Parcel

ID 08260115038; thence Westerly along the North line of said parcel to the Northwest corner of Parcel ID 08260115035, also being the East Right-of-Way line of Garden Boulevard, a 50 foot wide street; thence Southerly to the Southwest corner of said parcel; thence Northwesterly to a point of intersection with the West line of Parcel ID 08260115036; thence Westerly to a point on the West Right-of-Way line of Garden Boulevard; thence Southerly along said West Right-of-Way line of Garden Boulevard to the North Right-of-Way line of Mascoutah Avenue; thence Southerly to the Northeast corner of Lot 17 of the Belle Valley Place Subdivision to the City of Belleville, also being South Right-of-Way line of Mascoutah Avenue; thence Southerly to the Southeast corner of said Lot 17; thence Westerly to the Southwest corner of Lot 7 of said Belle Valley Place Subdivision; thence Northwesterly to the Northwest corner of said Lot 7, also being South Right-of-Way line of Mascoutah Avenue; thence Easterly following along said South Right-of-Way line of Mascoutah Avenue to the point of intersection with the Easterly Right-of-Way line of South Pennsylvania Avenue; thence Northerly to the Southwest corner of Lot 63 of the Garden Heights Subdivision, also being said Easterly Right-of-Way line of South Pennsylvania Avenue; thence Northerly following along said Easterly Right-of-Way line of South Pennsylvania Avenue to the Northwesterly Right-of-Way line of Prairie Avenue; thence Southwesterly following along said Northwesterly Right-of-Way line of Prairie Avenue to the Northeasterly Right-of-Way line of Portland Avenue; thence Northwesterly following along said Northeasterly Right-of-Way line of Portland Avenue to the Northwesterly Right-of-Way line of McClintock Avenue; thence Southwesterly following along said Northwesterly Right-of-Way line of McClintock Avenue to the Northeasterly Right-of-Way line of Wabash Avenue; thence Northwesterly following along said Northeasterly Right-of-Way line of Wabash Avenue to Southeasterly Right-of-Way line of East Grant Street; thence Southwesterly following along said Southeasterly Right-of-Way line of East Grant Street to the Northeasterly Right-of-Way line of Forest Avenue; thence Southeasterly following along said Northeasterly Right-of-Way line of Forest Avenue to the Northwesterly Right-of-Way line of McClintock Avenue; thence Southwesterly following along said Northwesterly Right-of-Way line of McClintock Avenue to the South corner of Lot 48 of the Twenhoefels 2<sup>nd</sup> Addition to the City of Belleville, also being the Northeasterly line of a 16 foot wide Alley; thence Northwesterly following along said Northeasterly line of a 16 foot wide Alley to the West corner of Lot 21 of the Twenhoefels 3<sup>rd</sup> Addition to the City of Belleville; thence Northwesterly to the East corner of Lot 43 of said Twenhoefels 3<sup>rd</sup> Addition; thence Northeasterly to the South corner of Lot 48 of said Twenhoefels 3<sup>rd</sup> Addition, also being Northwesterly Right-of-Way line of East McKinley Street; thence Northeasterly following along said Northwesterly Right-of-Way line of East McKinley Street to the Southwesterly line of a 16 foot wide Alley; thence Northwesterly following along said Southwesterly line of a 16 foot wide Alley to the North corner of said Lot 48 of said Twenhoefels 3<sup>rd</sup> Addition; thence Northerly to the Southeast corner of Parcel ID 08270202015; thence Northeasterly to the South corner of Lot 13 of said Twenhoefels 3<sup>rd</sup> Addition, also being the Northeasterly Right-of-Way line of Forest Avenue; thence Northwesterly following along said Northeasterly Right-of-Way line of Forest Avenue to the West corner of Lot 7 of said Twenhoefels 3<sup>rd</sup> Addition; thence Northeasterly along the Northwesterly line of said Lot 7 to the South corner of Lot 42 of the Highland Addition to the City of Belleville, also being the Northwesterly Right-of-Way line of Olive

Street; thence Northeasterly following along said Northwesterly Right-of-Way line of Olive Street to the Southeast corner of Lot 6 of Block 3 of Mckinzie Place Subdivision to the City of Belleville, also being the Northerly line of a 16 foot wide Alley; thence Easterly following along said Northerly line of a 16 foot wide Alley to the South corner of Lot 6 of Block 4 of said Mckinzie Place Subdivision; thence Northeasterly to the East corner of said Lot 6; thence Southeasterly to the East corner of Lot 7 of said Block 4 of Mckinzie Place Subdivision, also being the Northeasterly Right-of-Way line of South Missouri Avenue; thence Northeasterly to the South corner of Parcel ID 08230306001; thence Southeasterly to the Northwest corner of Lot 30 of the Edison Place Subdivision to the City of Belleville; thence Easterly to the Northwest corner of Lot 32 of said Edison Place Subdivision; thence Easterly following along the Northerly line of said Lot 32 to the Westerly Right-of-Way line of Garden Boulevard; thence Easterly to the Northwest corner of Lot 96 of said Edison Place Subdivision, also being the Easterly Right-of-Way line of Garden Boulevard; thence Southeasterly following along said Easterly Right-of-Way line of Garden Boulevard to the Northeasterly Right-of-Way line of McKinley Drive; thence Easterly following along said Northeasterly Right-of-Way line of McKinley Drive to the Southwesterly Right-of-Way line of the Bi-State Development Agency Metrolink Expansion; thence Southeasterly following along said Southwesterly Right-of-Way line of the Bi-State Development Agency Metrolink Expansion to the Northeast corner of Parcel ID 08260200010; thence Southerly along the East line of said parcel, to the Point of Beginning.

#### **ITEM E**

Excluding Part of Section 26, Township 1 North, Range 8 West of the 3rd Principal Meridian, St. Clair County, Illinois, (All references herein to "Parcel ID" refers to the Parcel Identification Number of Parcel(s) on file in the St. Clair County Court House, 10 Public Square, Belleville, Illinois) more particularly described as follows:

Beginning at the Southwest corner of the Fox Valley-Belleville Subdivision to the City of Belleville, also being the North Right-of-Way line of Mascoutah Avenue; thence Northerly following along the West line of said subdivision to the Southerly Right-of-Way line of the Bi-State Development Agency Metrolink Expansion; thence Easterly following along said Southerly Right-of-Way line of the Bi-State Development Agency Metrolink Expansion to the East line of said Fox Valley-Belleville Subdivision; thence Southerly following along said east line of said subdivision to the North Right-of-Way line of Mascoutah Avenue; thence Westerly following along said North Right-of-Way line of Mascoutah Avenue, to the Point of Beginning.

**ORDINANCE NO. 8213-20108**

**AN ORDINANCE AMENDING ARTICLE XV (LAND USAGE) OF THE REVISED CODE OF ORDINANCES OF THE CITY OF BELLEVILLE, ILLINOIS BY ADDING CHAPTER 163 (SMALL WIRELESS FACILITIES) PROVIDING FOR THE REGULATION OF AND APPLICATION FOR SMALL WIRELESS FACILITIES**

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.

**WHEREAS**, the Illinois General Assembly has recently enacted Public Act 100-0585, known as the Illinois Small Wireless Facilities Deployment Act (50 ILCS 835/1 *et seq.*), which became effective on June 1, 2018; and

**WHEREAS**, the City of Belleville (City) is an Illinois municipality in accordance with the Constitution of the State of Illinois of 1970; and

**WHEREAS**, the City is authorized, under existing State and federal law, to enact appropriate regulations and restrictions relative to small wireless facilities, distributed antenna systems and other personal wireless telecommunication facility installations in the public right-of-way as long as it does not conflict with State and federal law; and

**WHEREAS**, the Act sets forth the requirements for the collocation of small wireless facilities by local authorities.

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

**Section 1.** AMENDMENT. Article XV (Land Usage) is hereby amended by adding Chapter 163 (Small Wireless Facilities) as follows:

**CHAPTER 163: SMALL WIRELESS FACILITIES**

**§163.01 PURPOSE AND SCOPE.**

A. *Purpose.* The purpose of this Ordinance is to establish regulations, standards and procedures for the siting and collocation of small wireless facilities on rights-of-way within the City's jurisdiction, or outside the rights-of-way on property zoned by the City exclusively for commercial or industrial use, in a

manner that is consistent with the Illinois Small Wireless Facilities Deployment Act (Act) (50 ILCS 835/1 *et seq.*).

B. *Conflicts with Other Ordinances.* This Ordinance supersedes all Ordinances or parts of Ordinances adopted prior hereto that are in conflict herewith, to the extent of such conflict.

C. *Conflicts with State and Federal Laws.* In the event that applicable federal or State laws or regulations conflict with the requirements of this Ordinance, the wireless provider shall comply with the requirements of this Ordinance to the maximum extent possible without violating federal or State laws or regulations.

**§163.02 DEFINITIONS.** For purposes of this Ordinance, the following terms shall have the following meanings:

**Antenna** – communications equipment that transmits or receives electromagnetic radio frequency signals used in the provision of wireless services.

**Applicable codes** – uniform building, fire, electrical, plumbing, or mechanical codes adopted by a recognized national code organization or local amendments to those codes, including the National Electric Safety Code.

**Applicant** – any person who submits an application and is a wireless provider.

**Application** – a request submitted by an applicant to the City for a permit to collocate small wireless facilities, and a request that includes the installation of a new utility pole for such collocation, as well as any applicable fee for the review of such application.

**Collocate or collocation** – to install, mount, maintain, modify, operate, or replace wireless facilities on or adjacent to a wireless support structure or utility pole.

**Communications service** – cable service, as defined in 47 U.S.C. 522(6), as amended; information service, as defined in 47 U.S.C. 153(24), as amended; telecommunications service, as defined in 47 U.S.C. 153(53), as amended; mobile service, as defined in 47 U.S.C. 153(53), as amended; or wireless service other than mobile service.

**Communications service provider** – a cable operator, as defined in 47 U.S.C. 522(5), as amended; a provider of information service, as defined in 47 U.S.C. 153(24), as amended; a telecommunications carrier, as defined in 47 U.S.C. 153(51), as amended; or a wireless provider.

**FCC** – the Federal Communications Commission of the United States.

**Fee** – a one-time charge.

**Historic district or historic landmark** – a building, property, or site, or group of buildings, properties, or sites that are either (i) listed in the National Register of Historic Places or formally determined eligible for listing by the Keeper of the National Register, the individual who has been delegated the authority by the federal agency to list properties and determine their eligibility for the National Register, in accordance with Section VI.D.1.a.i through Section VI.D.1.a.v of the Nationwide Programmatic Agreement codified at 47 CFR Part 1, Appendix C; or (ii) designated as a locally landmarked building, property, site, or historic district by an ordinance adopted by the City pursuant to a preservation program that meets the requirements of the Certified Local Government Program of the Illinois State Historic Preservation Office or where such certification of the preservation program by the Illinois State Historic Preservation Office is pending.

**Law** – a federal or State statute, common law, code, rule, regulation, order, or local ordinance or resolution.

**Micro wireless facility** – a small wireless facility that is not larger in dimension than 24 inches in length, 15 inches in width, and 12 inches in height and that has an exterior antenna, if any, no longer than 11 inches.

**Municipal utility pole** – a utility pole owned or operated by the City in public rights-of-way.

**Permit** – a written authorization required by the City to perform an action or initiate, continue, or complete a project.

**Person** – an individual, corporation, limited liability company, partnership, association, trust, or other entity or organization.

**Public safety agency** – the functional division of the federal government, the State, a unit of local government, or a special purpose district located in whole or in part within this State, that provides or has authority to provide firefighting, police, ambulance, medical, or other emergency services to respond to and manage emergency incidents.

**Rate** – a recurring charge.

**Right-of-way** – the area on, below, or above a public roadway, highway, street, public sidewalk, alley, or utility easement dedicated for compatible use. Right-of-way does not include City-owned aerial lines.

**Small wireless facility** – a wireless facility that meets both of the following qualifications: (i) each antenna is located inside an enclosure of no more than 6 cubic feet in volume or, in the case of an antenna that has exposed elements, the antenna and all of its exposed elements could fit within an imaginary enclosure of

no more than 6 cubic feet; and (ii) all other wireless equipment attached directly to a utility pole associated with the facility is cumulatively no more than 25 cubic feet in volume. The following types of associated ancillary equipment are not included in the calculation of equipment volume: electric meter, concealment elements, telecommunications demarcation box, ground-based enclosures, grounding equipment, power transfer switch, cut-off switch, and vertical cable runs for the connection of power and other services.

**Utility pole** – a pole or similar structure that is used in whole or in part by a communications service provider or for electric distribution, lighting, traffic control, or a similar function.

**Wireless facility** – equipment at a fixed location that enables wireless communications between user equipment and a communications network, including: (i) equipment associated with wireless communications; and (ii) radio transceivers, antennas, coaxial or fiber-optic cable, regular and backup power supplies, and comparable equipment, regardless of technological configuration. Wireless facility includes small wireless facilities. Wireless facility does not include: (i) the structure or improvements on, under, or within which the equipment is collocated; or (ii) wireline backhaul facilities, coaxial or fiber optic cable that is between wireless support structures or utility poles or coaxial, or fiber optic cable that is otherwise not immediately adjacent to or directly associated with an antenna.

**Wireless infrastructure provider** – any person authorized to provide telecommunications service in the State that builds or installs wireless communication transmission equipment, wireless facilities, wireless support structures, or utility poles and that is not a wireless services provider but is acting as an agent or a contractor for a wireless services provider for the application submitted to the City.

**Wireless provider** – a wireless infrastructure provider or a wireless services provider.

**Wireless services** – any services provided to the general public, including a particular class of customers, and made available on a nondiscriminatory basis using licensed or unlicensed spectrum, whether at a fixed location or mobile, provided using wireless facilities.

**Wireless services provider** – a person who provides wireless services.

**Wireless support structure** – a freestanding structure, such as a monopole; tower, either guyed or self-supporting; billboard; or other existing or proposed structure designed to support or capable of supporting wireless facilities. Wireless support structure does not include a utility pole.

### **§163.03 REGULATION OF SMALL WIRELESS FACILITIES.**

A. *Permitted Use.* Small wireless facilities shall be classified as permitted uses and subject to administrative review, except as provided in paragraph (9) regarding Height Exceptions or Variances, but not subject to zoning review or approval if they are collocated (i) in rights-of-way in any zoning district, or (ii) outside rights-of-way in property zoned exclusively for commercial or industrial use.

B. *Permit Required.* An applicant shall obtain one or more permits from the City to collocate a small wireless facility. An application shall be received and processed, and permits issued shall be subject to the following conditions and requirements:

- (1) Application Requirements. A wireless provider shall provide the following information to the City, together with the City's Small Cell Facilities Permit Application, as a condition of any permit application to collocate small wireless facilities on a utility pole or wireless support structure:
  - a. Site specific structural integrity and, for a municipal utility pole, make-ready analysis prepared by a structural engineer, as that term is defined in Section 4 of the Structural Engineering Practice Act of 1989;
  - b. The location where each proposed small wireless facility or utility pole would be installed and photographs of the location and its immediate surroundings depicting the utility poles or structures on which each proposed small wireless facility would be mounted or location where utility poles or structures would be installed. This should include a depiction of the completed facility;
  - c. Specifications and drawings prepared by a structural engineer, as that term is defined in Section 4 of the Structural Engineering Practice Act of 1989, for each proposed small wireless facility covered by the application as it is proposed to be installed;
  - d. The equipment type and model numbers for the antennas and all other wireless equipment associated with the small wireless facility;
  - e. A proposed schedule for the installation and completion of each small wireless facility covered by the application, if approved; and
  - f. Certification that the collocation complies with the Collocation Requirements and Conditions contained herein, to the best of the applicant's knowledge.
  - g. In the event that the proposed small wireless facility is to be attached to an existing pole owned by an entity other than the City, the

wireless provider shall provide legally competent evidence of the consent of the owner of such pole to the proposed collocation.

(2) Application Process. The City shall process applications as follows:

- a. The first completed application shall have priority over applications received by different applicants for collocation on the same utility pole or wireless support structure.
- b. An application to collocate a small wireless facility on an existing utility pole or wireless support structure, or replacement of an existing utility pole or wireless support structure shall be processed on a nondiscriminatory basis and shall be deemed approved if the City fails to approve or deny the application within 90 days after the submission of a completed application.

However, if an applicant intends to proceed with the permitted activity on a deemed approved basis, the applicant shall notify the City in writing of its intention to invoke the deemed approved remedy no sooner than 75 days after the submission of a completed application.

The permit shall be deemed approved on the latter of the 90th day after submission of the complete application or the 10th day after the receipt of the deemed approved notice by the City. The receipt of the deemed approved notice shall not preclude the City's denial of the permit request within the time limits as provided under this Ordinance.

- c. An application to collocate a small wireless facility that includes the installation of a new utility pole shall be processed on a nondiscriminatory basis and deemed approved if the City fails to approve or deny the application within 120 days after the submission of a completed application.

However, if an applicant intends to proceed with the permitted activity on a deemed approved basis, the applicant shall notify the City in writing of its intention to invoke the deemed approved remedy no sooner than 105 days after the submission of a completed application.

The permit shall be deemed approved on the latter of the 120th day after submission of the complete application or the 10th day after the receipt of the deemed approved notice by the City. The receipt of the deemed approved notice shall not preclude the City's denial of the permit request within the time limits as provided under this Ordinance.

- d. The City shall deny an application which does not meet the requirements of this Ordinance.

If the City determines that applicable codes, ordinances or regulations that concern public safety, or the Collocation Requirements and Conditions contained herein require that the utility pole or wireless support structure be replaced before the requested collocation, approval shall be conditioned on the replacement of the utility pole or wireless support structure at the cost of the provider.

The City shall document the basis for a denial, including the specific code provisions or application conditions on which the denial is based, and send the documentation to the applicant on or before the day the City denies an application.

The applicant may cure the deficiencies identified by the City and resubmit the revised application once within 30 days after notice of denial is sent to the applicant without paying an additional application fee. The City shall approve or deny the revised application within 30 days after the applicant resubmits the application or it is deemed approved. Failure to resubmit the revised application within 30 days of denial shall require the application to submit a new application with applicable fees, and recommencement of the City's review period.

The applicant must notify the City in writing of its intention to proceed with the permitted activity on a deemed approved basis, which may be submitted with the revised application.

Any review of a revised application shall be limited to the deficiencies cited in the denial. However, this revised application does not apply if the cure requires the review of a new location, new or different structure to be collocated upon, new antennas, or other wireless equipment associated with the small wireless facility.

- e. Within 30 days after an approved permit to collocate a small wireless facility on a municipal utility pole, the City and the applicant shall enter into a Master Pole Attachment Agreement, provided by the City for the initial collocation on a municipal utility pole by the application. For subsequent approved permits to collocate on a small wireless facility on a municipal utility pole, the City and the applicant shall enter into a License Supplement of the Master Pole Attachment Agreement.

- (3) Completeness of Application. Within 30 days after receiving an application, the City shall determine whether the application is complete and notify the applicant. If an application is incomplete, the City must specifically identify the missing information. An application shall be deemed complete if the City fails to provide notification to the applicant within 30 days after all documents, information and fees specifically enumerated in the City's permit application form are submitted by the applicant to the City.

Processing deadlines are tolled from the time the City sends the notice of incompleteness to the time the applicant provides the missing information.

- (4) Tolling. The time period for applications may be further tolled by:
- a. An express written agreement by both the applicant and the City; or
  - b. A local, State or federal disaster declaration or similar emergency that causes the delay.
- (5) Consolidated Applications. An applicant seeking to collocate small wireless facilities within the jurisdiction of the City shall be allowed, at the applicant's discretion, to file a consolidated application and receive a single permit for the collocation of up to 25 small wireless facilities if the collocations each involve substantially the same type of small wireless facility and substantially the same type of structure.

If an application includes multiple small wireless facilities, the City may remove small wireless facility collocations from the application and treat separately small wireless facility collocations for which incomplete information has been provided or that do not qualify for consolidated treatment or that are denied. The City may issue separate permits for each collocation that is approved in a consolidated application.

- (6) Duration of Permits. The duration of a permit shall be for a period of not less than 5 years, and the permit shall be renewed for equivalent durations unless the City makes a finding that the small wireless facilities or the new or modified utility pole do not comply with the applicable City codes or any provision, condition or requirement contained in this Ordinance.

If the Act is repealed as provided in Section 90 therein, renewals of permits shall be subject to the applicable City code provisions or regulations in effect at the time of renewal.

- (7) Means of Submitting Applications. Applicants shall submit applications, supporting information and notices to the City by personal delivery at the City's designated place of business, by regular mail postmarked on the date due or by any other commonly used means, including electronic mail.

C. *Collocation Requirements and Conditions.*

- (1) Public Safety Space Reservation. The City may reserve space on municipal utility poles for future public safety uses, for the City's electric utility uses, or both, but a reservation of space may not preclude the collocation of a small wireless facility unless the City reasonably determines that the municipal utility pole cannot accommodate both uses.
- (2) Installation and Maintenance. The wireless provider shall install, maintain, repair and modify its small wireless facilities in safe condition and good repair and in compliance with the requirements and conditions of this Ordinance. The wireless provider shall ensure that its employees, agents or contracts that perform work in connection with its small wireless facilities are adequately trained and skilled in accordance with all applicable industry and governmental standards and regulations.
- (3) No interference with public safety communication frequencies. The wireless provider's operation of the small wireless facilities shall not interfere with the frequencies used by a public safety agency for public safety communications.

A wireless provider shall install small wireless facilities of the type and frequency that will not cause unacceptable interference with a public safety agency's communications equipment.

Unacceptable interference will be determined by and measured in accordance with industry standards and the FCC's regulations addressing unacceptable interference to public safety spectrum or any other spectrum licensed by a public safety agency.

If a small wireless facility causes such interference, and the wireless provider has been given written notice of the interference by the public safety agency, the wireless provider, at its own expense, shall remedy the interference in a manner consistent with the abatement and resolution procedures for interference with public safety spectrum established by the FCC including 47 CFR 22.970 through 47 CFR 22.973 and 47 CFR 90.672 through 47 CFR 90.675.

The City may terminate a permit for a small wireless facility based on such interference if the wireless provider is not in compliance with the Code of Federal Regulations cited in the previous paragraph. Failure to remedy the interference as required herein shall constitute a public nuisance.

- (4) The wireless provider shall not collocate small wireless facilities on City utility poles that are part of an electric distribution or transmission system within the communication worker safety zone of the pole or the electric supply zone of the pole.

However, the antenna and support equipment of the small wireless facility may be located in the communications space on the City utility pole and on the top of the pole, if not otherwise unavailable, if the wireless provider complies with applicable codes for work involving the top of the pole.

For purposes of this subparagraph, the terms "communications space", "communication worker safety zone", and "electric supply zone" have the meanings given to those terms in the National Electric Safety Code as published by the Institute of Electrical and Electronics Engineers.

- (5) The wireless provider shall comply with all applicable codes and local code provisions or regulations that concern public safety.
- (6) The wireless provider shall comply with written design standards that are generally applicable for decorative utility poles, or reasonable stealth, concealment and aesthetic requirements that are set forth in a City ordinance, written policy adopted by the City, a comprehensive plan or other written design plan that applies to other occupiers of the rights-of-way, including on a historic landmark or in a historic district.
- (7) Alternate Placements. Except as provided in this Collocation Requirements and Conditions Section, a wireless provider shall not be required to collocate small wireless facilities on any specific utility pole, or category of utility poles, or be required to collocate multiple antenna systems on a single utility pole. However, with respect to an application for the collocation of a small wireless facility associated with a new utility pole, the City may propose that the small wireless facility be collocated on an existing utility pole or existing wireless support structure within 100 feet of the proposed collocation, which the applicant shall accept if it has the right to use the alternate structure on reasonable terms and conditions, and the alternate location and structure does not impose technical limits or additional material costs as determined by the applicant.

If the applicant refuses a collocation proposed by the City, the applicant shall provide written certification describing the property rights, technical limits or material cost reasons the alternate location does not satisfy the criteria in this paragraph.

- (8) Height Limitations. The maximum height of a small wireless facility shall be no more than 10 feet above the utility pole or wireless support structure on which the small wireless facility is collocated.

New or replacement utility poles or wireless support structures on which small wireless facilities are collocated may not exceed the higher of:

- a. 10 feet in height above the tallest existing utility pole, other than a utility pole supporting only wireless facilities, that is in place on the date the application is submitted to the City, that is located within

300 feet of the new or replacement utility pole or wireless support structure and that is in the same right-of-way within the jurisdictional boundary of the City, provided the City may designate which intersecting right-of-way within 300 feet of the proposed utility pole or wireless support structures shall control the height limitation for such facility; or

b. 45 feet above ground level.

- (9) Height Exceptions or Variances. If an applicant proposes a height for a new or replacement pole in excess of the above height limitations on which the small wireless facility is proposed for collocation, the applicant shall apply for a special use permit in conformance with procedures, terms and conditions set forth in Chapter 162 of the City's Revised Code of Ordinances.
- (10) Contractual Design Requirements. The wireless provider shall comply with requirements that are imposed by a contract between the City and a private property owner that concern design or construction standards applicable to utility poles and ground-mounted equipment located in the right-of-way.
- (11) Ground-mounted Equipment Spacing. The wireless provider shall comply with applicable spacing requirements in applicable codes and ordinances concerning the location of ground-mounted equipment located in the right-of-way if the requirements include a waiver, zoning or other process that addresses wireless provider requests for exception or variance and do not prohibit granting of such exceptions or variances.
- (12) Undergrounding Regulations. The wireless provider shall comply with local code provisions or regulations concerning undergrounding requirements that prohibit the installation of new or the modification of existing utility poles in a right-of-way without prior approval if the requirements include a waiver, zoning or other process that addresses requests to install such new utility poles or modify such existing utility poles and do not prohibit the replacement of utility poles.
- (13) Collocation Completion Deadline. Collocation for which a permit is granted shall be completed within 180 days after issuance of the permit, unless the City and the wireless provider agree to extend this period or a delay is caused by make-ready work for a municipal utility pole or by the lack of commercial power or backhaul availability at the site, provided the wireless provider has made a timely request within 60 days after the issuance of the permit for commercial power or backhaul services, and the additional time to complete installation does not exceed 360 days after issuance of the permit. Otherwise, the permit shall be void unless the City grants an extension in writing to the applicant.

- D. *Application Fees.* Application fees are imposed as follows:
- (1) Applicant shall pay an application fee of \$650 for an application to collocate a single small wireless facility on an existing utility pole or wireless support structure, and \$350 for each small wireless facility addressed in a consolidated application to collocate more than one small wireless facility on existing utility poles or wireless support structures.
  - (2) Applicant shall pay an application fee of \$1,000 for each small wireless facility addressed in an application that includes the installation of a new utility pole for such collocation.
  - (3) Notwithstanding any contrary provision of State law or local ordinance, applications pursuant to this Section shall be accompanied by the required application fee. Application fees shall be non-refundable.
  - (4) The City shall not require an application, approval or permit, or require any fees or other charges, from a communications service provider authorized to occupy the rights-of-way, for:
    - a. routine maintenance;
    - b. the replacement of wireless facilities with wireless facilities that are substantially similar, the same size, or smaller if the wireless provider notifies the City at least 10 days prior to the planned replacement and includes equipment specifications for the replacement of equipment consistent with subsection d. under the Section titled Application Requirements; or
    - c. the installation, placement, maintenance, operation or replacement of micro wireless facilities suspended on cables that are strung between existing utility poles in compliance with applicable safety codes.
  - (5) Wireless providers shall secure a permit from the City to work within rights-of-way for activities that affect traffic patterns or require lane closures.
- E. *Exceptions to Applicability.* Nothing in this Ordinance authorizes a person to collocate small wireless facilities on:
- (1) property owned by a private party or property owned or controlled by the City or another unit of local government that is not located within rights-of-way, or a privately owned utility pole or wireless support structure without the consent of the property owner;
  - (2) property owned, leased, or controlled by a park district, forest preserve district, or conservation district for public park, recreation or conservation purposes without the consent of the affected district, excluding the

placement of facilities on rights-of-way located in an affected district that are under the jurisdiction and control of a different unit of local government as provided by the Illinois Highway Code; or

- (3) property owned by a rail carrier registered under Section 18c-7201 of the Illinois Vehicle Code, Metra Commuter Rail or any other public commuter rail service, or an electric utility as defined in Section 16-102 of the Public Utilities Act, without the consent of the rail carrier, public commuter rail service, or electric utility. The provisions of this Ordinance do not apply to an electric or gas public utility or such utility's wireless facilities if the facilities are being used, developed and maintained consistent with the provisions of subsection (i) of Section 16-108.5 of the Public Utilities Act.

For the purposes of this subsection, "public utility" has the meaning given to that term in Section 3-105 of the Public Utilities Act. Nothing in this Ordinance shall be construed to relieve any person from any requirement (a) to obtain a franchise or a State-issued authorization to offer cable service or video service or (b) to obtain any required permission to install, place, maintain, or operate communications facilities, other than small wireless facilities subject to this Ordinance.

- F. *Pre-Existing Agreements.* Existing agreements between the City and wireless providers that relate to the collocation of small wireless facilities in the right-of-way, including the collocation of small wireless facilities on City utility poles, that are in effect on June 1, 2018, remain in effect for all small wireless facilities collocated on the City's utility poles pursuant to applications submitted to the City before June 1, 2018, subject to applicable termination provisions contained therein. Agreements entered into after June 1, 2018, shall comply with this Ordinance.

A wireless provider that has an existing agreement with the City on the effective date of the Act may accept the rates, fees and terms that the City makes available under this Ordinance for the collocation of small wireless facilities or the installation of new utility poles for the collocation of small wireless facilities that are the subject of an application submitted two or more years after the effective date of the Act by notifying the City that it opts to accept such rates, fees and terms. The existing agreement remains in effect, subject to applicable termination provisions, for the small wireless facilities the wireless provider has collocated on the City's utility poles pursuant to applications submitted to the City before the wireless provider provides such notice and exercises its option under this paragraph.

- G. *Annual Recurring Rate.* A wireless provider shall pay to the City an annual recurring rate to collocate a small wireless facility on a City utility pole located in a right-of-way that equals (i) \$200 per year or (ii) the actual, direct and reasonable costs related to the wireless provider's use of space on the City utility pole.

If the City has not billed the wireless provider actual and direct costs, the fee shall be \$200 payable on the first day after the first annual anniversary of the issuance of the permit or notice of intent to collocate, and on each annual anniversary date thereafter.

- H. *Abandonment.* A small wireless facility that is not operated for a continuous period of 12 months shall be considered abandoned. The owner of the facility shall remove the small wireless facility within 90 days after receipt of written notice from the City notifying the wireless provider of the abandonment.

The notice shall be sent by certified or registered mail, return receipt requested, by the City to the owner at the last known address of the wireless provider. If the small wireless facility is not removed within 90 days of such notice, the City may remove or cause the removal of such facility pursuant to the terms of its pole attachment agreement for municipal utility poles or through whatever actions are provided for abatement of nuisances or by other law for removal and cost recovery.

A wireless provider shall provide written notice to the City if it sells or transfers small wireless facilities within the jurisdiction of the City. Such notice shall include the name and contact information of the new wireless provider.

#### **§163.04 DISPUTE RESOLUTION.**

The Circuit Court of St. Clair County, Illinois shall have exclusive jurisdiction to resolve all disputes arising under the Small Wireless Facilities Deployment Act (50 ILCS 835/1 *et seq.*). Pending resolution of a dispute concerning rates for collocation of small wireless facilities on municipal utility poles within the right-of-way, the City shall allow the collocating person to collocate on its poles at annual rates of no more than \$200 per year per municipal utility pole, with rates to be determined upon final resolution of the dispute.

#### **§163.05 INDEMNIFICATION.**

A wireless provider shall indemnify and hold the City harmless against any and all liability or loss from personal injury or property damage resulting from or arising out of, in whole or in part, the use or occupancy of the City improvements or right-of-way associated with such improvements by the wireless provider or its employees, agents, or contractors arising out of the rights and privileges granted under this Ordinance and the Act. A wireless provider has no obligation to indemnify or hold harmless against any liabilities and losses as may be due to or caused by the sole negligence of the City or its employees or agents. A wireless provider shall further waive any claims that they may have against the City with

respect to consequential, incidental, or special damages, however caused, based on the theory of liability.

**§163.06 INSURANCE.**

The wireless provider shall carry, at the wireless provider's own cost and expense, the following insurance:

- (i) property insurance for its property's replacement cost against all risks;
- (ii) workers' compensation insurance, as required by law; or
- (iii) commercial general liability insurance with respect to its activities on the City improvements or rights-of-way to afford minimum protection limits consistent with its requirements of other users of City improvements or rights-of-way, including coverage for bodily injury and property damage.

The wireless provider shall include the City as an additional insured on the commercial general liability policy and provide certification and documentation of inclusion of the City in a commercial general liability policy prior to the collocation of any wireless facility.

A wireless provider may self-insure all or a portion of the insurance coverage and limit requirement required by the City. A wireless provider that self-insures is not required, to the extent of the self-insurance, to comply with the requirement for the name of additional insureds under this Section. A wireless provider that elects to self-insure shall provide to the City evidence sufficient to demonstrate its financial ability to self-insure the insurance coverage limits required by the City.

**Section 2.** If any provision of this Ordinance or application thereof to any person or circumstance is ruled unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this ordinance that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this Ordinance is severable.

**Section 3.** The City Clerk shall publish this ordinance in pamphlet form.

**Section 4.** That this Ordinance shall be in full force and effect on August 1, 2018.

**PASSED** by the City Council of the City of Belleville, Illinois, on this 16<sup>th</sup> day of July, 2018 on the following roll call vote:

	<u>AYE</u>	<u>NAY</u>
Joseph Hazel	_____	_____
Ken Kinsella	_____	_____
Jane Pusa	_____	_____
Michael Buettner	_____	_____
Kent Randle	_____	_____
Scott Tyler	_____	_____
Johnnie Anthony	_____	_____
Raffi Ovian	_____	_____
Edward Dintelman	_____	_____
Michelle Schaefer	_____	_____
Andrew Gaa	_____	_____
Mary Stiehl	_____	_____
Philip Elmore	_____	_____
Dennis Weygandt	_____	_____
Roger Wigginton	_____	_____
Roger Barfield	_____	_____

**APPROVED** by the Mayor of the City of Belleville, Illinois this 17<sup>th</sup> day of July, 2018.

\_\_\_\_\_  
MARK W. ECKERT  
MAYOR

ATTEST:

\_\_\_\_\_  
JENNIFER GAIN MEYER  
CITY CLERK

**ORDINANCE NO.8214-2018**

**AN ORDINANCE VACATING BROOK TAYLOR ESTATES, A PART OF THE FRACTIONAL NORTHWEST QUARTER OF SECTION THIRTY (30), TOWNSHIP ONE (1) NORTH, RANGE EIGHT (8) WEST OF THE THIRD PRINCIPAL MERIDIAN, CITY OF BELLEVILLE, ST. CLAIR COUNTY, ILLINOIS**

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 AS A HOME RULE MUNICIPALITY PURSUANT TO ARTICLE VII OF THE ILLINOIS CONSTITUTION OF 1970, AND IN THE EXISTENCE OF ITS HOME RULE.

MICHAEL AND KENNETH WEILBACHER, THE OWNERS OF THE UNDEVELOPED BROOK TAYLOR ESTATES SUBDIVISION HAVE PETITIONED FOR THE COMPLETE VACATION OF THE FINAL PLAT OF SAID SUBDIVISION; AND

PUBLIC NOTICE AS REQUIRED BY LAW WAS PUBLISHED AND A PUBLIC HEARING WAS, IN FACT, HELD ON THE QUESTION OF VACATING BROOK TAYLOR ESTATES SUBDIVISION

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

Section 1. That the hereto attached Final Plat of Brook Taylor Estates Subdivision as shown on Exhibit "A" within the City of Belleville, in the County of St. Clair and the State of Illinois is hereby vacated.

Section 2. A certified copy of this ordinance, together with a copy of the vacated final subdivision plat shall be recorded in the office of the Recorder of Deeds of St. Clair County, Illinois.

Section 3. That conflicting ordinances or pertinent portions thereof in force at the time this Ordinance takes effect are hereby repealed.

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

PASSED by the City Council of the City of Belleville, Illinois on the 16th day of July, 2018 on the following roll call vote:

	<u>AYE</u>	<u>NAY</u>
Joe Hazel	_____	_____
Ken Kinsella	_____	_____
Jane Pusa	_____	_____
Mike Buettner	_____	_____
Kent Randle	_____	_____
Scott Tyler	_____	_____
Johnnie Anthony	_____	_____
RaffiOvian	_____	_____
Ed Dintelman	_____	_____
Michelle "Shelly" Schaefer	_____	_____
Andy Gaa	_____	_____
Dr. Mary G. Stiehl	_____	_____
Dennis C. Weygandt	_____	_____
Phil Elmore	_____	_____
Roger Wigginton	_____	_____
Roger W. Barfield	_____	_____

APPROVED by the Mayor of the City of Belleville, Illinois this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
MAYOR

ATTEST:

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

**ORDINANCE NO. 8215-2018**

**AN ORDINANCE APPROVING THE FINAL PLAT OF VILLAS OF HOLLY BROOK, A PART OF THE VACATED BROOK TALYOR ESTATES AND BEING A PART OF THE SECTION OF FRACTIONAL NORTHWEST QUARTER OF SECTION THIRTY (30), TOWNSHIP ONE (1) NORTH, RANGE EIGHT (8) WEST OF THE THIRD PRINCIPAL MERIDIAN, CITY OF BELLEVILLE, ST. CLAIR COUNTY, ILLINOIS**

THE CITY OF BELLEVILLE, ST. CLAIR COUNTY, ILLINOIS (THE "CITY" IS 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 AS A HOME RULE MUNICIPALITY PURSUANT TO ARTICLE VII OF THE ILLINOIS CONSTITUTION OF 1970; AND IN THE EXISTENCE OF ITS HOME RULE.

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

Section 1. That the hereto attached Final Plat of Villas of Holly Brook Subdivision within the City of Belleville, in the County of St. Clair and the State of Illinois is hereby approved.

Section 2. A certified copy of this Ordinance together with a copy of the hereto attached plat, shall be filed in the Office of the County Clerk of St. Clair County, Illinois.

Section 3. That conflicting ordinances or pertinent portions thereof in force at the time this Ordinance takes effect are hereby repealed.

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

PASSED by the City Council of the City of Belleville, Illinois on the 16th day of July, 2018 on the following roll call vote:

	<u>AYE</u>	<u>NAY</u>
Joe Hazel	_____	_____
Ken Kinsella	_____	_____
Jane Pusa	_____	_____
Mike Buettner	_____	_____
Kent Randle	_____	_____
Scott Tyler	_____	_____
Johnnie Anthony	_____	_____
RaffieOvian	_____	_____
Ed Dintleman	_____	_____
Michelle "Shelly" Schaefer	_____	_____
Andy Gaa	_____	_____
Dr. Mary G. Stiehl	_____	_____
Dennis C. Weygandt	_____	_____
Phil Elmore	_____	_____
Roger Wiggington	_____	_____
Roger W. Barfield	_____	_____

APPROVED by the Mayor of the City of Belleville, Illinois this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
MAYOR

ATTEST:

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

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AMENDING CHAPTER 76 (PARKING SCHEDULES) 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 **Chapter 76** is hereby amended by deleting the following Persons with Disabilities Parking under Schedule VII thereunder:

**Street Side**

**Location**

503 N. Jackson St.

For Current Resident Only

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

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

**PASSED** by the City Council of the City of Belleville, Illinois, on this \_\_\_\_\_ day of \_\_\_\_\_, 2018 on the following roll call vote:

	<u>AYE</u>	<u>NAY</u>
Joe Hazel	_____	_____
Ken Kinsella	_____	_____
Jane Pusa	_____	_____
Mike Buettner	_____	_____
Kent Randle	_____	_____
Scott Tyler	_____	_____
Johnnie Anthony	_____	_____
Raffi Ovia	_____	_____
Ed Dintelman	_____	_____
Michelle "Shelly" Schaefer	_____	_____
Andy Gaa	_____	_____
Dr. Mary G. Stiehl	_____	_____
Dennis C. Weygandt	_____	_____
Phil Elmore	_____	_____
Roger Wigginton	_____	_____
Roger W. Barfield	_____	_____

APPROVED by the Mayor of the City of Belleville, Illinois this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
MAYOR

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

**ORDINANCE NO. 7603**

**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 52.218** is hereby amended by adding the following street under Schedule "O" thereunder:

**SCHEDULE "O"**

<u>STREET – SIDE</u>		<u>LOCATION</u>
503 North Jackson	For	Current resident only

**Section 2.** That **Section 52.514** is hereby amended by adding the following streets under Schedule "E" thereunder:

**SCHEDULE "E"**

<u>STREET – SIDE</u>		<u>LOCATION</u>
North 78 <sup>th</sup> Street (West)	From	entire North 78 <sup>th</sup> Street
Juanita Place (West)	From	30 feet from south curb line of driveway for #9 Juanita Place to 60 feet south of same curb line

**Section 3.** That conflicting Ordinances or pertinent portions thereof in force the time this takes effect are hereby repealed.

**Section 4.** Any person violating this Ordinance shall be subject to the penalties of Chapter 52, Article IX (Penalty).

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

**PASSED** by the City Council of the City of Belleville, Illinois, on this ~~21<sup>st</sup>~~ <sup>4<sup>TH</sup></sup> day of ~~May~~ <sup>JUNE</sup>, 2012 on the following roll call vote:

	<u>A Y E</u>	<u>N A Y</u>
Michael Heisler	<u>  X  </u>	<u>      </u>
Ken Kinsella	<u>  X  </u>	<u>      </u>
Dorothy Meyer	<u>  X  </u>	<u>      </u>
Melinda Hult	<u>  X  </u>	<u>      </u>
Rob Anderson	<u>  X  </u>	<u>      </u>
Arnold "Gabby" Rujawitz	<u>  A B S E N T  </u>	<u>      </u>
Dean L. Hardt	<u>  X  </u>	<u>      </u>
Tim Carpenter	<u>  X  </u>	<u>      </u>
Joseph W. Hayden	<u>  X  </u>	<u>      </u>
Phillip Silsby	<u>  X  </u>	<u>      </u>
Paul Seibert	<u>  X  </u>	<u>      </u>
David Martinson	<u>  X  </u>	<u>      </u>
Lillian Schneider	<u>  X  </u>	<u>      </u>
Phil Elmore	<u>  X  </u>	<u>      </u>
Joe Orlet	<u>  X  </u>	<u>      </u>
James Musgrove	<u>  X  </u>	<u>      </u>

APPROVED by the Mayor of the City of Belleville, Illinois this ~~21<sup>st</sup>~~ <sup>4<sup>TH</sup></sup> day of ~~May~~ <sup>JUNE</sup>, 2012.

  
 \_\_\_\_\_  
 MAYOR

ATTEST:

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



ORDINANCE NO. \_\_\_\_\_

**A ZONING ORDINANCE IN RE CASE #30JUN18**  
**Sikorski Signs/Tim Miesner (Raymond James)**

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

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

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

**Whereas**, an application has been filed requesting a Sign Installation Permit in the Area of Special Control for signage at 23 Public Square (Parcel Number: 08-21.0-439-026) located in a "C-2" Heavy Commercial District. (Applicable sections of the Zoning Code: 155.052, 155.053).

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

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

**Section 1.** That the application requesting a Sign Installation Permit in the Area of Special Control for signage at 23 Public Square (Parcel Number: 08-21.0-439-026) located in a "C-2" Heavy Commercial District is hereby granted. (Applicable sections of the Zoning Code: 155.052, 155.053).

**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 \_\_\_\_\_, 2018 on the following roll call vote:

	<u><b>AYE</b></u>	<u><b>NAY</b></u>
Joe Hazel	_____	_____
Ken Kinsella	_____	_____
Jane Pusa	_____	_____
Mike Buettner	_____	_____
Kent Randle	_____	_____
Scott Tyler	_____	_____
Johnnie Anthony	_____	_____
Raffi Ovian	_____	_____
Ed Dintelman	_____	_____
Michelle "Shelly" Schaefer	_____	_____
Andy Gaa	_____	_____
Dr. Mary G. Stiehl	_____	_____
Dennis C. Weygandt	_____	_____
Phil Elmore	_____	_____
Roger Wigginton	_____	_____
Roger W. Barfield	_____	_____

APPROVED by the Mayor of the City of Belleville, Illinois this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
MAYOR

ATTEST:

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

ORDINANCE NO. \_\_\_\_\_

**A ZONING ORDINANCE IN RE CASE #31JUN18**  
**Arthur and Janice Nirscher**

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

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

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

**Whereas**, an application has been filed requesting an Area/Bulk Variance to establish an open air carport in the front yard at 1617 Foster Drive (Parcel Number: 08-17.0-215-005) located in an "A-1" Single-Family Residence District. (Applicable sections of the Zoning Code: 162.036, 162.570).

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

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

**Section 1.** That the application requesting an Area/Bulk Variance to establish an open air carport in the front yard at 1617 Foster Drive (Parcel Number: 08-17.0-215-005) located in an "A-1" Single-Family Residence District is hereby granted. (Applicable sections of the Zoning Code: 162.036, 162.570).

**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 \_\_\_\_\_, 2018 on the following roll call vote:

	<u><b>AYE</b></u>	<u><b>NAY</b></u>
Joe Hazel	_____	_____
Ken Kinsella	_____	_____
Jane Pusa	_____	_____
Mike Buettner	_____	_____
Kent Randle	_____	_____
Scott Tyler	_____	_____
Johnnie Anthony	_____	_____
Raffi Ovian	_____	_____
Ed Dintelman	_____	_____
Michelle "Shelly" Schaefer	_____	_____
Andy Gaa	_____	_____
Dr. Mary G. Stiehl	_____	_____
Dennis C. Weygandt	_____	_____
Phil Elmore	_____	_____
Roger Wigginton	_____	_____
Roger W. Barfield	_____	_____

APPROVED by the Mayor of the City of Belleville, Illinois this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
MAYOR

ATTEST:

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

ORDINANCE NO. \_\_\_\_\_

**A ZONING ORDINANCE IN RE CASE #32JUN18**  
**Christi Robertson**

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

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

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

**Whereas**, an application has been filed requesting a Special Use Permit for a Liquor License at 223-225 North Illinois Street (C and C Food for Your Soul) (Parcel Number: 08-21.0-427-016) located in a "C-2" Heavy Commercial District. (Applicable sections of the Zoning Code: 162.248, 162.515).

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

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

**Section 1.** That the application requesting a Special Use Permit for a Liquor License at 223-225 North Illinois Street (C and C Food for Your Soul) (Parcel Number: 08-21.0-427-016) located in a "C-2" Heavy Commercial District is hereby granted. (Applicable sections of the Zoning Code: 162.248, 162.515).

**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 \_\_\_\_\_, 2018 on the following roll call vote:

	<u><b>AYE</b></u>	<u><b>NAY</b></u>
Joe Hazel	_____	_____
Ken Kinsella	_____	_____
Jane Pusa	_____	_____
Mike Buettner	_____	_____
Kent Randle	_____	_____
Scott Tyler	_____	_____
Johnnie Anthony	_____	_____
Raffi Ovian	_____	_____
Ed Dintelman	_____	_____
Michelle "Shelly" Schaefer	_____	_____
Andy Gaa	_____	_____
Dr. Mary G. Stiehl	_____	_____
Dennis C. Weygandt	_____	_____
Phil Elmore	_____	_____
Roger Wigginton	_____	_____
Roger W. Barfield	_____	_____

APPROVED by the Mayor of the City of Belleville, Illinois this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
MAYOR

ATTEST:

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

ORDINANCE NO. \_\_\_\_\_

**A ZONING ORDINANCE IN RE CASE #33JUN18**  
**The BASIC Initiative**

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

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

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

**Whereas**, an application has been filed requesting a Sign Installation Permit in the Area of Special Control for signage at 227 East Main (Parcel Number: 08-22.0-334-038) located in a "C-2" Heavy Commercial District. (Applicable sections of the Zoning Code: 155.052, 155.053).

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

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

**Section 1.** That the application requesting a Sign Installation Permit in the Area of Special Control for signage at 227 East Main (Parcel Number: 08-22.0-334-038) located in a "C-2" Heavy Commercial District is hereby granted. (Applicable sections of the Zoning Code: 155.052, 155.053).

**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 \_\_\_\_\_, 2018 on the following roll call vote:

	<u><b>AYE</b></u>	<u><b>NAY</b></u>
Joe Hazel	_____	_____
Ken Kinsella	_____	_____
Jane Pusa	_____	_____
Mike Buettner	_____	_____
Kent Randle	_____	_____
Scott Tyler	_____	_____
Johnnie Anthony	_____	_____
Raffi Ovian	_____	_____
Ed Dintelman	_____	_____
Michelle "Shelly" Schaefer	_____	_____
Andy Gaa	_____	_____
Dr. Mary G. Stiehl	_____	_____
Dennis C. Weygandt	_____	_____
Phil Elmore	_____	_____
Roger Wigginton	_____	_____
Roger W. Barfield	_____	_____

APPROVED by the Mayor of the City of Belleville, Illinois this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
MAYOR

ATTEST:

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

ORDINANCE NO. \_\_\_\_\_

**A ZONING ORDINANCE IN RE CASE #35JUN18**

**Susan Dyer**

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

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

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

**Whereas**, an application has been filed requesting a Use Variance to allow the retail sale of general merchandise at 2801 West Main Street (Parcel Number: 08-20.0-200-001) located in a "C-1" Light Commercial District. (Applicable sections of the Zoning Code: 162.232, 162.233, 162.570).

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

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

**Section 1.** That the application requesting a Use Variance to allow the retail sale of general merchandise at 2801 West Main Street (Parcel Number: 08-20.0-200-001) located in a "C-1" Light Commercial District is hereby granted. (Applicable sections of the Zoning Code: 162.232, 162.233, 162.570).

**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 \_\_\_\_\_, 2018 on the following roll call vote:

	<u>AYE</u>	<u>NAY</u>
Joe Hazel	_____	_____
Ken Kinsella	_____	_____
Jane Pusa	_____	_____
Mike Buettner	_____	_____
Kent Randle	_____	_____
Scott Tyler	_____	_____
Johnnie Anthony	_____	_____
Raffi Ovian	_____	_____
Ed Dintelman	_____	_____
Michelle "Shelly" Schaefer	_____	_____
Andy Gaa	_____	_____
Dr. Mary G. Stiehl	_____	_____
Dennis C. Weygandt	_____	_____
Phil Elmore	_____	_____
Roger Wigginton	_____	_____
Roger W. Barfield	_____	_____

APPROVED by the Mayor of the City of Belleville, Illinois this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
MAYOR

ATTEST:

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

ORDINANCE NO. \_\_\_\_\_

**A ZONING ORDINANCE IN RE CASE #36JUN18**

**Susan Dyer**

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

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

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

**Whereas**, an application has been filed requesting a Use Variance to allow the retail sale of secondhand goods at 2801 West Main Street (Parcel Number: 08-20.0-200-001) located in a "C-1" Light Commercial District. (Applicable sections of the Zoning Code: 113.001, 162.570).

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

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

**Section 1.** That the application requesting an application has been filed requesting a Use Variance to allow the retail sale of secondhand goods at 2801 West Main Street (Parcel Number: 08-20.0-200-001) located in a "C-1" Light Commercial District is hereby granted. (Applicable sections of the Zoning Code: 113.001, 162.570).

**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 \_\_\_\_\_, 2018 on the following roll call vote:

	<u>AYE</u>	<u>NAY</u>
Joe Hazel	_____	_____
Ken Kinsella	_____	_____
Jane Pusa	_____	_____
Mike Buettner	_____	_____
Kent Randle	_____	_____
Scott Tyler	_____	_____
Johnnie Anthony	_____	_____
Raffi Ovian	_____	_____
Ed Dintelman	_____	_____
Michelle "Shelly" Schaefer	_____	_____
Andy Gaa	_____	_____
Dr. Mary G. Stiehl	_____	_____
Dennis C. Weygandt	_____	_____
Phil Elmore	_____	_____
Roger Wigginton	_____	_____
Roger W. Barfield	_____	_____

APPROVED by the Mayor of the City of Belleville, Illinois this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
MAYOR

ATTEST:

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

ORDINANCE NO. \_\_\_\_\_

**A ZONING ORDINANCE IN RE CASE #37JUN18**

**Susan Dyer**

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

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

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

**Whereas**, an application has been filed requesting a Use Variance to allow arcade entertainment at 2801 West Main Street (Parcel Number: 08-20.0-200-001) located in a "C-1" Light Commercial District. (Applicable sections of the Zoning Code: 162.232, 162.233, 162.570).

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

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

**Section 1.** That the application requesting a Use Variance to allow arcade entertainment at 2801 West Main Street (Parcel Number: 08-20.0-200-001) located in a "C-1" Light Commercial District is hereby granted. (Applicable sections of the Zoning Code: 162.232, 162.233, 162.570).

**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 \_\_\_\_\_, 2018 on the following roll call vote:

	<u>AYE</u>	<u>NAY</u>
Joe Hazel	_____	_____
Ken Kinsella	_____	_____
Jane Pusa	_____	_____
Mike Buettner	_____	_____
Kent Randle	_____	_____
Scott Tyler	_____	_____
Johnnie Anthony	_____	_____
Raffi Ovian	_____	_____
Ed Dintelman	_____	_____
Michelle "Shelly" Schaefer	_____	_____
Andy Gaa	_____	_____
Dr. Mary G. Stiehl	_____	_____
Dennis C. Weygandt	_____	_____
Phil Elmore	_____	_____
Roger Wigginton	_____	_____
Roger W. Barfield	_____	_____

APPROVED by the Mayor of the City of Belleville, Illinois this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
MAYOR

ATTEST:

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

**ORDINANCE NO. 8224-2018**

**AN ORDINANCE AUTHORIZING SALE/CONVERSION OF PERSONAL PROPERTY  
(1996 JEEP CHEROKEE CARRYALL – HOUSING DEPARTMENT VEHICLE)**

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.

WHEREAS, the City of Belleville, Illinois (“City”) owns personal property in the form of a 1996 Jeep Cherokee Carryall, VIN 1J4FJ27S8TL226830 (“Property”), that it finds to be no longer necessary or useful to the Housing Department;

WHEREAS, Section 11-76-4 of the Illinois Municipal Code (65 ILCS 5/11-76-4) pertinently empowers this City Council to sell personal property that is no longer necessary or useful to, or for the best interests of the City, in such a manner as this City Council may designate, with or without advertising the sale, or to convert that personal property into some other form that is useful to the City by using the material in the personal property;

WHEREAS, in the best interests of the City and upon the recommendation of its Administration, this City Council desires to sell/convert the Property as scrap in accordance with applicable law.

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

**Section 1.** This City Council does hereby authorize and direct its Administration to sell/convert the Property, as scrap in accordance with applicable law.

**Section 2.** 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 16th day of July, 2018 on the following roll call vote:

	<u><b>AYE</b></u>	<u><b>NAY</b></u>
Joseph Hazel	_____	_____
Ken Kinsella	_____	_____
Jane Pusa	_____	_____
Michael Buettner	_____	_____
Kent Randle	_____	_____

Scott Tyler	_____	_____
Johnnie Anthony	_____	_____
Raffi Ovian	_____	_____
Edward Dintelman	_____	_____
Michelle Schaefer	_____	_____
Andrew Gaa	_____	_____
Mary Stiehl	_____	_____
Philip Elmore	_____	_____
Dennis Weygandt	_____	_____
Roger Wigginton	_____	_____
Roger Barfield	_____	_____

**APPROVED** by the Mayor of the City of Belleville, Illinois this 17th day of July, 2018.

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MARK W. ECKERT  
MAYOR

ATTEST:

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JENNIFER GAIN MEYER  
CITY CLERK

SYS DATE:07/10/18

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

SYS TIME:16:26

DATE: 07/16/18

Monday July 16,2018

[NCS]  
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VENDOR #	NAME	DEPT.	AMOUNT
=====			
13	MOTOR FUEL TAX FUND		
2595	WISSEHR ELECTRIC, INC.	13-00	3,110.26
3411	ASPHALT SALES & PRODUCTS, INC.	13-00	2,523.29
EL001	ELECTRICO, INC.	13-00	1,871.89
	**TOTAL		----- 7,505.44
	13 MOTOR FUEL TAX FUND	GRAND TOTAL	7,505.44