



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

**CITY COUNCIL AGENDA
CITY OF BELLEVILLE, IL
SEPTEMBER 21, 2020
AT 7:00 P.M.
VIA TELECONFERENCE**

**PLEASE TAKE NOTICE THAT, PURSUANT TO SECTION 7(e)
OF THE ILLINOIS OPEN MEETINGS ACT (5 ILCS 120/7(e)) AND
THE GUBERNATORIAL DISASTER PROCLAMATION ISSUED BY
GOVERNOR JB PRITZKER ON AUGUST 21, 2020, THE CITY COUNCIL
OF THE CITY OF BELLEVILLE IS CONDUCTING THIS MEETING
BY AUDIO CONFERENCE AND IS PROVIDING THE FOLLOWING
REMOTE ELECTRONIC ACCESS TO ITS SEPTEMBER 21, 2020 CITY
COUNCIL MEETING FOR ITS MEMBERS, STAFF AND PUBLIC.**

INTERNET VIDEO/AUDIO ACCESS AVAILABLE VIA FACEBOOK

LIVE: <https://www.facebook.com/welcometobellevilleil/>

TELEPHONIC ACCESS: DIAL 1 (872) 240-3212

ACCESS CODE: 914-243-293#

- 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**

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

7. PRESENTATIONS, RECOGNITIONS & APPOINTMENTS

7-A. Mayor Eckert will recommend the reappointment of Lynn Clapp to serve a 2-year term on the Human Relations Commission.

7-B. Mayor Eckert will recommend the reappointment of Erin Connor to serve a 3-year term on the Human Relations Commission.

7-C. Mayor Eckert will recommend the reappointment of Pam Fetters to serve a 2-year term on the Human Relations Commission.

7-D. Mayor Eckert will recommend the reappointment of Ramona Johnson to serve a 3-year term on the Human Relations Commission.

7-E. Mayor Eckert will recommend the reappointment of Dee Dee Nowak to serve a 2-year term on the Human Relations Commission.

7-F. Mayor Eckert will recommend the reappointment of Rose Wilson to serve a 2-year term on the Human Relations Commission.

7-G. Mayor Eckert will recommend the appointment of Tom Bell to serve a 4-year term on the Electrical Commission, in the capacity of a consumer member of the general public.

8. APPROVAL OF MINUTES

8-A. City Council Meeting Minutes of September 8, 2020.

9. CLAIMS, PAYROLL AND DISBURSEMENTS

9-A. Motion to approve claims and disbursements in the amount of **\$1,262,952.70** and payroll in the amount of **\$805,297.47**.

10. REPORTS

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

11-A. MOTIONS FROM TRAFFIC

- 11-A(1). Motion for No Parking on both sides of street for first block of South Delaware from East Main Street to the end of the block.
- 11-A(2). Motion for one (1) Persons with Disabilities Parking space in front of 300 N. Charles Street (VFW Post 1739).
- 11-A(3). Motion to convert Abend Street to a one-way street south from Mascoutah Avenue to Garfield Street.
- 11-A(4). Motion for three (3) parking spaces (Curbside Pick-Up) in Public Parking Lots at Main Library, 121 East Washington Street, southeast corner of parking lot, and two (2) parking spaces at West Branch Library, 3414 West Main Street, northeast corner of parking lot near alley.

11-B. MOTIONS FROM ADMINISTRATION

- 11-B(1). Motion to approve a Sales Proposal with SpectrumVoIP in the amount of \$3,159.48 monthly for a new City phone system. A thirty(30) day trial period will be implemented prior to authorizing the proposal.
- 11-B(2). Motion to cancel the Downtown Halloween Trick-or-Treat event approved by Council on March 2, 2020 pursuant to Section 111.065(A)(2) of the City's Revised Code of Ordinances, in order to avoid imperiling or materially endangering the public health, morals, safety or welfare based upon the ongoing COVID-19 pandemic.
- 11-B(3). Motion to approve Records Disposal Certificate dated August 7, 2020 for various City offices and Treasurer's Office.

11-C. MOTIONS FROM STREETS & GRADES

- 11-C(1). Motion to approve Sonnenberg Asphalt Co., Inc., to seal City Parking Lots located at 10th and W. Main, 14th and W. Main, 407 E. Lincoln, 510-512 W. Main and City Hall, in the approximate amount of \$23,434.00.
- 11-C(2). Motion to approve 65th Street Easement Upgrade Requested by Ameren Illinois for \$12,625.00 (Easement No. 8.01).
- 11-C(3). Motion to approve 17th Street Easement Upgrade Requested by Ameren Illinois for \$500.00 (Easement No. 96.01).
- 11-C(4). Motion to approve 17th Street Easement Upgrade Requested by Ameren Illinois for \$500.00 (Easement No. 100.01).
- 11-C(5). Motion to approve 17th Street Easement Upgrade Requested by Ameren Illinois for \$500.00 (Easement No. 107.01).
- 11-C(6). Motion to approve 65th Street Easement Upgrade Requested by Ameren Illinois for \$9,250.00 (Easement No. 46.01).
- 11-C(7). Motion to approve 65th Street Easement Upgrade Requested by Ameren Illinois for \$16,225.00 (Easement No. 10.01).
- 11-C(8). Motion to approve 65th Street Easement Upgrade Requested by Ameren Illinois for \$11,050.00 (Easement No. 55.02).

- 11-C(9). Motion to approve 65th Street Easement Expansion Requested by Ameren Illinois for \$550.00 (Easement No. 59.01).

11-D. **MOTIONS FROM ECONOMIC DEVELOPMENT & ANNEXATION**

- 11-D(1). Motion to approve a development agreement with McCullough's Flooring Enterprise, Inc. for the remodeling and expansion of the existing facility located at 4400 North Belt West.

- 11-D(2). Motion to approve an amended development agreement with Women World of Beauty (W.W.O.B), LLC for the remodeling of the existing facility located at 7306 Westfield Plaza. (Note: The sole amendment to the agreement is an extension of the project completion date to August 31, 2021.)

11-E. **MOTION FROM BOARD OF FIRE & POLICE COMMISSION**

- 11-E(1). Motion to approve rehiring two former police officers; Brittney Newport (last date on payroll July 1, 2020) and Jacob Fowler (last date on payroll May 12, 2020) as lateral entry employees effective Tuesday, September 22, 2020 at 12:01 am.

11-F. **MOTION FROM ORDINANCE & LEGAL REVIEW**

- 11-F(1). Motion to consider an Ordinance Amending Chapter 34 (Taxation) by adding Section 34.048 (Self-Service Storage Facility Accommodations Tax) (no recommendation from Ordinance & Legal Review Committee).

12. COMMUNICATIONS

- 12-A. **SONGS FOR A SUMMER EVENING 09/24/2020 AND 10/01/2020**
Request from Belleville Philharmonic to host Songs for a Summer Evening, Thursday, September 24, 2020 and Thursday, October 1, 2020,

6:00pm to 8:00pm, 300 East 'E' Street. Street closure request half block east from 300 East E to alley (alley access not to be blocked), half block south from 300 East E on Court Street (entrance to 500 block of Court Street not to be blocked), 4:30pm to 8:00pm. Additional request of barricades and "No Parking" signage.

13. PETITIONS

14. RESOLUTIONS

15. ORDINANCES

15-A. ORDINANCE 8870-2020

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.

15-B. ORDINANCE 8871-2020

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.

15-C. ORDINANCE 8872-2020

An Ordinance Amending Chapter 75 (Traffic) of the Revised Ordinances of the City of Belleville, Illinois as Amended, by Amending Portions of Sections Thereof.

15-D. ORDINANCE 8873-2020

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.

15-E. ORDINANCE 8874-2020

An Ordinance Authorizing and Directing the Issuance, Sale and Delivery of General Obligation Refunding Bonds, Series 2020, of the City of Belleville, Illinois; Providing for the Levy and Collection of an Annual Tax for the Purpose of Paying the Principal of and Interest on Said Bonds as they Become Due; and Authorizing Certain Other Documents and Actions in Connection therewith.

15-F. **ORDINANCE 8875-2020**

An Ordinance Amending Chapter 34 (Taxation) of the Revised Code of Ordinances of Belleville, Illinois, as Amended, by Adding Section 34.048 (Self-Service Storage Facility Accommodations Tax).

16. UNFINISHED BUSINESS

17. MISCELLANEOUS & NEW BUSINESS

17-A. Motor Fuel Claims in the Amount of **\$83,689.04**.

18. EXECUTIVE SESSION

18-A. The City Council may go into executive session to discuss the appointment, employment, compensation, discipline, performance, or dismissal of specific employees (5 ILCS 120/2(c)(1)), collective negotiation matters (5 ILCS 120/2(c)(2)), and personnel, litigation, workers' compensation, property acquisition, transfer of property, (5 ILCS 120/2(c)).

18-B. Possible motion to approve worker's compensation settlement.

18-C. Possible motion to recall Union member(s) from American Federation of State, County and Municipal Employees, Local 1765 library employees.

18-D. Possible motion to terminate Memorandum of Understanding and approve reduction-in-force by layoff of City Union member(s) from American Federation of State, County and Municipal Employees, Local 1765 library employees.

18-E. Possible motion to terminate Memorandum of Understanding between the City and the Fraternal Order of Police Labor Council (Telecommunicators and secretaries).

18-F. Possible motion to approve reduction-in-force by layoff of non-union employee.

- 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.

**CITY OF BELLEVILLE, ILLINOIS
COUNCIL MEETING MINUTES
COUNCIL CHAMBERS – CITY HALL
SEPTEMBER 8, 2020 – 7:00 PM
Via Phone Conference**

Mayor Eckert called this meeting to order.

City Clerk Meyer called roll. Members present on roll call: Alderman Kinsella, Alderman Hazel, Alderman Pusa, Alderman Randle, Alderman Ferguson, Alderman Anthony, Alderman Ovian, Alderman Dintelman, Alderwoman Schaefer, Alderwoman Stiehl, Alderman Rothweiler, Alderman Elmore, Alderman Weygandt, Alderman Wigginton, Alderman Barfield.

Alderwoman Duco excused.

ROLL CALL DEPARTMENT HEADS

Roll Call Department Heads: Mayor Eckert; City Clerk, Jennifer Gain Meyer; City Treasurer, Dean Hardt; City Attorney Hoerner; Police Chief, Bill Clay; Fire Chief, Tom Pour; Director of Finance, Jamie Maitret; Director of Maintenance, Ken Vaughn; Director of Public Works, Jason Poole; Director of Wastewater, Randy Smith; Director of Residential and Commercial Development Services, Anissa McCaskill; Director of Library, Leander Spearman; Director of IT, Scott Markovich; City Engineer, Michael Velloff; Human Resource Manager, Emma Qualls.

PLEDGE

Mayor Eckert led the Pledge of Allegiance.

PUBLIC PARTICIPATION

None.

PRESENTATIONS, RECOGNITIONS & APPOINTMENTS

Mayor Eckert recognized the character word of the month “RESPECT” meaning showing regard for self, others, property and those in authority.

Mayor Eckert recognized Arthur P. Jacobs, Jr. for 26 ½ years of service with the City of Belleville Fire Department with 6 ½ years serving as Deputy Fire Chief.

PUBLIC HEARING

None.

APPROVAL OF MINUTES

Aldерwoman Schaefer made a motion seconded by Alderman Ferguson to approve City Council Meeting Minutes and Executive Session Minutes– August 17, 2020.

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

CLAIMS, PAYROLL AND DISBURSEMENTS

Alderman Ferguson made a motion seconded by Alderman Dintelman to approve claims and disbursements in the amount of **\$1,031,684.93** and payroll in the amount of **\$812,326.74**.

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

REPORTS

Alderman Pusa made a motion seconded by Aldерwoman Schaefer to approve the Treasurer Report July 2020 and Statement of Cash and Investments Report - July 2020.

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

ORAL REPORTS

ADMINISTRATION

Alderman Wigginton made a motion seconded by Aldерwoman Stiehl to approve a Facility Use Agreement with the Society of St. Vincent de Paul Belleville Council for the property at 8800 West Main Street, Belleville, Illinois, for \$300 monthly plus utilities, October 1, 2020 through September 30, 2023.

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

Aldерwoman Schaefer made a motion seconded by Alderman Ferguson to approve the following motions:

- Motion to waive the formal bidding procedures and utilize Sourcewell Cooperative Purchasing Alliance to purchase one(1) International HV607 31-yard Sidewinder Automated truck for \$255,466.02 and two(2) International HV607 20-yard rear load waste trucks for \$167,222.42 each.
- Motion to waive the formal bidding procedures and approve purchasing a 2021 GMC Sierra 3500 truck for the Fire Department from Cardinal Buick in the amount of \$42,028.98.
- Motion to approve advertising/hiring a full-time Planner & GIS Coordinator.

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

BOARD OF POLICE & FIRE COMMISSION

Alderman Anthony made a motion seconded by Alderwoman Schaefer to approve the following motions:

- Motion to approve the promotion of Lt. Todd Keilbach, effective Wednesday, September 9, 2020 at 12:01am to Captain from the current promotional eligibility list.
- Motion to approve the promotion of Captain Stephanie Mills to Battalion Chief, Engineer Jeremy DeJournett to Captain and Firefighter Josh Owens to Engineer effective Wednesday, September 9, 2020 at 12:01am.

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

ZONING BOARD OF APPEALS

Alderman Rothweiler made a motion seconded by Alderman Ferguson to approve the following cases:

- **35-AUG20 – Amber Weiss:** A request for a Special Use Permit for a liquor license for Sugar High, a restaurant, at 100 East Main Street (parcel #08-22.0-338-001) located in a “C-2” Heavy Commercial District. (Applicable sections of the Zoning Code: 162.248, 162.515) Ward 6
*Zoning Board unanimously recommended **Approval** (5-0) in the name of the Applicant only.*
- **36-AUG20 – Amber Weiss:** A request for a Special Use Permit for outdoor dining for Sugar High, a restaurant, at 100 East Main Street (parcel #08-22.0-338-001) located in a “C-2” Heavy Commercial District. (Applicable sections of the Zoning Code: 162.248, 162.515) Ward 6

Zoning Board unanimously recommended Approval (5-0).

- **37-AUG20 – Deneshia L. Smith-McKinzie:** A request for a Sign Installation Permit for Area of Special Control to install flush-mounted signs for The Mane Attraction Beauty Bar at 14 East Main Street (parcel #08-21.0-445-008) located in a “C-2” Heavy Commercial District. (Applicable sections of the Sign Code: 155.052, 155.053) Ward 6 *Zoning Board unanimously recommended Approval (5-0).*
- **38-AUG20 – Belleville Area Special Services Cooperative:** A request for a Special Use Permit to establish a 1,200 square foot metal building at 2411 Pathways Crossing (parcel #08-25.0-200-013) located in a “C-4” Commercial District. (Applicable sections of the Zoning Code: 162.278, 162.515) Ward 7 *Zoning Board unanimously recommended Approval (5-0).*

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

PLANNING COMMISSION

Alderman Dintelman made a motion seconded by Alderman Wigginton to approve the following cases:

- **Shooting Range House – City of Belleville Police Department:** Site Plan for the development of a 1,200 square foot shooting range building, located at 498 Environmental Drive on a 10.77 acre, “C-2” Heavy Commercial District zoned property. (parcel #08-27.0-322-009) Ward 6 *Planning Commission Members unanimously recommended Approval (7-0).*
- **Storage Building – Belleville Area Special Services Cooperative:** Site Plan for the development of a 1,200 square foot metal building, located at 2411 Pathways Crossing, on an 11.74 acre, “C-4” Commercial District zoned property. (parcel # 08-25.0-200-013) Ward 7 *Planning Commission Members unanimously recommended Approval (7-0).*
- **A & A Beauty & Fashion:** Site Plan for the development of an 8,990 sf commercial building, located at 4524 - 4530 West Main Street, on a 0.69 acre, “C-2” Heavy Commercial District zoned property. (parcels 08-18.0-208-051 and 08-18.0-208-075). Ward 8 *Planning Commission Members unanimously recommended Approval (7-0) with the following stipulation:* The concerns of the City Engineer be addressed and subject to approval prior to the issuance of building permits.

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

COMMUNICATIONS

Alderwoman Schaefer made a motion seconded by Alderman Dintelman to approve the following communications:

- **PAINT HISTORIC BELLEVILLE PLEIN AIR ART AUCTION**
Request from Belleville Historical Society to host the Plein Air Art Auction Saturday, September 19, 2020, 1:00pm to 3:00pm. Street closure request East Garfield Street west of Mascoutah Avenue for approximately 150 yards, 9:00am to 3:00pm. Additional request for barricades and “No Parking” signage. All COVID-19 mitigation requirements to be followed.
- **MUSIC & EVENTS AT THE VENUE**
Venue on Main requests to extend their Music & Events at the Venue adding the following dates Friday, September 11, Saturday, September 12, Saturday, September 19, Friday, September 25, Saturday, September 26, Friday, October 2, Saturday October 3, Saturday, October 10, Saturday, October 17, Friday, October 23, Saturday, October 24 and Saturday, October 31, 4:00pm to 11:00pm. To include food trucks within the closed off street area. Street closure request first block of South 2nd Street to alley, 3:00pm to 11:30pm on all dates. Additional request of barricades. All COVID-19 mitigation requirements to be followed. Two musicians maximum per event.
- **FIRE DEPARTMENT CHILI COOK-OFF**
Request from IAFF Local 53 to hold contactless Fire Department chili sales on Saturday, October 10, 2020, 11:00am to 5:00pm at 1125 South Illinois Street. All COVID-19 mitigation requirements to be followed.

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

PETITIONS

None.

RESOLUTIONS

Alderwoman Schaefer made a motion seconded by Alderman Dintelman to read by title only Resolution 3391-2020.

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

Alderwoman Schaefer made a motion seconded by Alderman Dintelman to approve **RESOLUTION 3391-2020** A Resolution Authorizing Execution of Nomination of Executive Trustee.

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

ORDINANCES

Alderman Ferguson made a motion seconded by Alderwoman Stiehl to read by title only and as a group Ordinances 8866-2020; 8867-2020; 8868-2020; 8869-2020.

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

Alderman Rothweiler made a motion seconded by Alderman Dintelman to approve the following Ordinances:

ORDINANCE 8866-2020

A Zoning Ordinance In Re: 35-AUG20 – Amber Weiss.

ORDINANCE 8867-2020

A Zoning Ordinance In Re: 36-AUG20 – Amber Weiss.

ORDINANCE 8868-2020

A Zoning Ordinance In Re: 37-AUG20 – Deneshia L. Smith-McKinzie.

ORDINANCE 8869-2020

A Zoning Ordinance In Re: 38-AUG20 – Belleville Area Special Services Cooperative.

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

UNFINISHED BUSINESS

None.

MISCELLANEOUS & NEW BUSINESS

Alderman Ferguson made a motion seconded by Alderman Elmore to approve Motor Fuel Claims in the Amount of **\$12,912.80**.

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

EXECUTIVE SESSION

None.

ADJOURNMENT

Alderman Ferguson made a motion seconded by Alderwoman Schaefer to adjourn at 7:47 p.m.

Members voting aye on roll call: Barfield, Kinsella, Hazel, Pusa, Randle, Ferguson, Anthony, Oviaan, Dintelman, Schaefer, Stiehl, Rothweiler, Elmore, Weygandt, Wigginton. (15)

Jennifer Gain Meyer, City Clerk

**CITY OF BELLEVILLE PAYMENT SUMMARY
COUNCIL MEETING -**

GENERAL FUND

00 - Revenue	\$331,664.12
50 - Administration	\$47,079.68
51 - Police	\$26,587.94
52 - Fire	\$9,298.17
53 - Streets	\$8,241.52
54 - Parks	\$8,759.73
55 - Cemetery	\$777.25
56 - Hlth/Sanitation	\$153,112.30
60 - Legal	\$2,550.00
61 - RCDS - Building & Zoning Div	\$1,062.21
62 - RCDS - Econ Dev & Planning Div	\$237.76
82 - Mayor	\$143.47
83 - Finance	\$143.82
84 - Human Resources	\$218.22
87 - Maintenance	\$8,209.46
88 - Engineering	\$87.58
GENERAL FUND TOTAL	<u>\$598,173.23</u>

SEWER OPERATIONS

75 - Collections	\$20,083.03
77 - Lines	\$1,139.02
78 - Plant	\$62,272.04
SEWER TOTAL	<u>\$83,494.09</u>

03 - Insurance Fund	\$3,697.83
04 - Library	\$30,553.20
07 - Park/Rec	\$532.83
12 - General & Community Assistance	\$5,497.26
13 - Motor Fuel Tax Fund	\$83,689.04
15 - Tort Liability Fund	\$1,196.00
24 - Sewer Const.	\$116,422.00
25 - Sewer Bond & Interest	\$106,265.15
30 - SSA	\$289.87
38 - TIF 3	\$114,013.67
51 - TIF 9 Southwind Estates	\$8,085.00
57 - TIF 15 Carlyle Greenmount	\$63,287.36
58 - TIF 16 Route 15 West Corridor	\$2,159.76
72 - Narcotics	\$13,504.52
73 - LLE Block Grant	\$9,282.53
77 - TIF 19 Frank Scott Parkway	\$21,972.97
78 - TIF 20 Rt 15/S Green Mnt	\$836.39

ALL FUNDS TOTAL	<u><u>\$1,262,952.70</u></u>
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SYS DATE:09/11/20

CITY OF BELLEVILLE
CLAIM SHEET
Friday September 11, 2020

SYS TIME:08:44

DATE: 09/11/20

[NCS]

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VENDOR #	NAME	DEPT.	AMOUNT
01	GENERAL FUND		
	ADMINISTRATION		
551	ILLINOIS AMERICAN WATER	01-50	274.08
	**TOTAL ADMINISTRATION		274.08
	01 GENERAL FUND	GRAND TOTAL	274.08

VENDOR #	NAME	DEPT.	AMOUNT
=====			
12	GENERAL & COMMUNITY ASSISTANCE		
AT022	AT&T MOBILITY	12-00	44.20
CI031	CITY OF BELLEVILLE	12-00	91.19
CO166	COMMUNITY INTERFAITH FOOD PANTRY	12-00	2,500.00
GA058	GAYATRI INVESTMENT INC	12-00	129.00
WH056	WHITEHEAD, MICHAEL	12-00	200.00
	**TOTAL		----- 2,964.39
12	GENERAL & COMMUNITY ASSISTANCE	GRAND TOTAL	2,964.39

SYS DATE:09/11/20

CITY OF BELLEVILLE
C L A I M S H E E T
Friday September 11, 2020

SYS TIME:08:44

DATE: 09/11/20

[NCS]
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VENDOR #	NAME	DEPT.	AMOUNT
=====			
21	SEWER OPERATION & MAINTENANCE		
551	SEWER PLANT ILLINOIS AMERICAN WATER	21-78	62.30
	**TOTAL SEWER PLANT		----- 62.30
	21 SEWER OPERATION & MAINTENANCE	GRAND TOTAL	62.30
	GRAND TOTAL FOR ALL FUNDS:		3,300.77
	TOTAL FOR REGULAR CHECKS:		3,300.77

SYS DATE:09/11/20

CITY OF BELLEVILLE
C L A I M S H E E T
Friday September 11, 2020

SYS TIME:11:16

[NCS]

DATE: 09/11/20

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VENDOR #	NAME	DEPT.	AMOUNT
=====			
01	GENERAL FUND		
	ADMINISTRATION		
CH030	CHARTER COMMUNICATIONS	01-50	270.42
	**TOTAL ADMINISTRATION		----- 270.42
	POLICE DEPARTMENT		
CH030	CHARTER COMMUNICATIONS	01-51	202.48
	**TOTAL POLICE DEPARTMENT		----- 202.48
	FIRE DEPARTMENT		
CH030	CHARTER COMMUNICATIONS	01-52	294.96
	**TOTAL FIRE DEPARTMENT		----- 294.96
	STREETS		
CH030	CHARTER COMMUNICATIONS	01-53	179.63
	**TOTAL STREETS		----- 179.63
	01 GENERAL FUND	GRAND TOTAL	947.49

VENDOR #	NAME	DEPT.	AMOUNT
=====			
04	LIBRARY		
176	BARCOM SECURITY	04-00	150.00
4356	HONEYWELL INTERNATIONAL INC	04-00	2,202.00
704	MICROTEK DOCUMENT IMAGING SYSTEMS	04-00.	2,420.00
BE140	BELLEVILLE NEWS-DEMOCRAT	04-00	603.20
CH030	CHARTER COMMUNICATIONS	04-00	244.98
CI037	CINTAS	04-00	57.70
CO152	CONNECTED, LLC	04-00	495.80
DE074	DE LAGE LANDEN FINANCIAL SERVICES	04-00	929.30
IL052	ILLINOIS OFFICE OF STATE FIRE MAR	04-00	75.00
IN043	INTERACTIVE SCIENCES, INC	04-00	375.00
MA129	MASCOUTAH PUBLIC LIBRARY	04-00	26.00
MI000	MIDWEST TAPE	04-00	914.99
NE016	NEWSBANK INC	04-00	11,405.00
PA076	PAYMENT SERVICE NETWORK, INC	04-00	57.00
PR070	PRESTOX	04-00	80.67
TE026	TECSR	04-00	486.00
TE037	TECH LOGIC	04-00	2,994.79
TM002	T-MOBILE	04-00	2,414.24
TO026	TODAY'S BUSINESS SOLUTIONS INC	04-00	419.17
US015	US SIGNAL COMPANY, LLC	04-00	2,264.48
WA089	WATTS COPY SYSTEM, INC	04-00	434.16

	**TOTAL		29,049.48
04	LIBRARY	GRAND TOTAL	29,049.48

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VENDOR #	NAME	DEPT.	AMOUNT
=====			
12	GENERAL & COMMUNITY ASSISTANCE		
TM004	T-MOBILE	12-00	179.10
	**TOTAL		----- 179.10
	12 GENERAL & COMMUNITY ASSISTANCE	GRAND TOTAL	179.10
	GRAND TOTAL FOR ALL FUNDS:		30,176.07
	TOTAL FOR REGULAR CHECKS:		27,606.07
	TOTAL FOR DIRECT PAY VENDORS:		2,570.00

VENDOR #	NAME	DEPT.	AMOUNT
01 GENERAL FUND			
CO189	COSTELLO, JOHN	01-00	65.00
EC007	ECKERT'S COUNTRY STORE AND FARMS	01-00	2,356.44
OF010	O'FALLON HARDWARE, LLC, NP PROPER	01-00	2,661.95
PA107	PATEL, NITIN KUMAR	01-00	65.00
SO050	SONOMA CAP RE FUND II, LLC	01-00	1,049.04
UM001	UMB BANK - CORPORATE TRUST	01-00	325,466.69
**TOTAL			331,664.12
ADMINISTRATION			
201	BELLEVILLE BOWLING & SPORTS SHOP	01-50	100.00
2102	AMEREN ILLINOIS	01-50	12,613.25
3119	COMPUTYPE IT SOLUTIONS	01-50	684.80
402	EGYPTIAN WORKSPACE PARTNERS	01-50	43.98
4902	AT & T	01-50	188.15
551	ILLINOIS AMERICAN WATER	01-50	8,925.25
6122	VERIZON WIRELESS	01-50	2,379.68
AT028	AT&T	01-50	166.28
BU079	BUSEY BANK	01-50	50.00
CD003	SHRED-IT USA LLC	01-50	227.94
CO139	CONSTELLATION NEW ENERGY, INC	01-50	10,216.65
UM001	UMB BANK - CORPORATE TRUST	01-50	10,939.20
**TOTAL ADMINISTRATION			46,535.18
POLICE DEPARTMENT			
3430	FIRESTONE CAR CENTER	01-51	1,731.41
402	EGYPTIAN WORKSPACE PARTNERS	01-51	583.67
4902	AT & T	01-51	225.96
5049	SIRCHIE FINGERPRINT LABORATORIES	01-51	10.90
5205	PASS SECURITY	01-51	48.00
6122	VERIZON WIRELESS	01-51	3,682.40
657	LEON UNIFORM COMPANY, INC.	01-51	1,230.00
696	MECKFESSEL TIRE CO.	01-51	89.99
AL004	ALLDATA	01-51	950.00
AM063	AMAZON BUSINESS	01-51	259.23
AT012	AT & T MOBILITY	01-51	7.76
AT028	AT&T	01-51	90.80
BU079	BUSEY BANK	01-51	1,532.19
FA002	FASTENAL COMPANY	01-51	72.75
FA026	FACTORY MOTOR PARTS CO	01-51	1,319.46
HU069	HUELS OIL COMPANY	01-51	7,840.17
IL008	TECHNOLOGY MANAGEMENT REVOLVING F	01-51	2,089.23
IL038	ILLINOIS ASSOCIATION OF CHIEFS OF	01-51	446.50
OR001	O'REILLY AUTO PARTS	01-51	226.58
PA090	PATCH PLAQUES	01-51	329.85
RC003	RCCEEG OF GREATER ST LOUIS	01-51	100.00
RO002	ED ROEHR SAFETY PRODUCTS	01-51	959.08
SA052	SAFELITE FULFILLMENT, INC	01-51	395.82
UL005	ULINE	01-51	1,631.42

VENDOR #	NAME	DEPT.	AMOUNT
=====			
01	GENERAL FUND		
POLICE DEPARTMENT			
UN027	UNIFIRST CORPORATION	01-51	31.26
WE022	WEIR WHOLESALE PARTS, LLC	01-51	229.38
WE080	WEIR GM PARTS CENTER	01-51	12.10
ZE006	ZEP SALES AND SERVICE	01-51	259.55
**TOTAL POLICE DEPARTMENT			26,385.46
FIRE DEPARTMENT			
1728	HEROS IN STYLE	01-52	1,125.42
182	BANNER FIRE EQUIPMENT INC	01-52	1,059.95
277	CAMPER EXCHANGE, INC.	01-52	62.75
3445	DAVE SCHMIDT TRUCK SERVICE	01-52	2,325.40
4902	AT & T	01-52	240.06
5205	PASS SECURITY	01-52	84.00
6122	VERIZON WIRELESS	01-52	459.22
726	CLEAN UNIFORM COMPANY	01-52	211.22
731	MOTOROLA SOLUTIONS INC	01-52	135.00
AM003	AMERICAN TEST CENTER	01-52	580.00
AT028	AT&T	01-52	22.70
BR028	BROCK, JOSEPH	01-52	55.00
BU079	BUSEY BANK	01-52	1,026.44
CD003	SHRED-IT USA LLC	01-52	55.90
FA017	FABRIZIO, JEFFREY	01-52	308.10
HO034	HOME DEPOT CREDIT SERVICES	01-52	257.85
HU069	HUELS OIL COMPANY	01-52	634.90
OF004	OFFICE DEPOT	01-52	33.07
OR001	O'REILLY AUTO PARTS	01-52	11.21
SC138	SCHAEFER AUTOMOTIVE	01-52	315.02
**TOTAL FIRE DEPARTMENT			9,003.21
STREETS			
277	CAMPER EXCHANGE, INC.	01-53	34.95
3445	DAVE SCHMIDT TRUCK SERVICE	01-53	318.40
413	ERB TURF EQUIPMENT, INC.	01-53	178.68
4902	AT & T	01-53	197.02
515	HOME-BRITE ACE HARDWARE	01-53	64.31
523	HUDSON TREE SERVICE	01-53	1,600.00
6122	VERIZON WIRELESS	01-53	72.71
AR047	ARMOR EQUIPMENT	01-53	1,416.00
AT028	AT&T	01-53	22.70
BR027	BRANDENBURGER, IVAN	01-53	60.00
BU079	BUSEY BANK	01-53	175.84
CD003	SHRED-IT USA LLC	01-53	5.35
DD002	D&D TIRE SERVICE LLC	01-53	130.00
HU069	HUELS OIL COMPANY	01-53	1,469.30
KI006	KIMBALL MIDWEST	01-53	71.60
LO010	LOWE'S	01-53	273.94
MI009	MIDWEST INDUSTRIAL SUPPLIES & SER	01-53	12.00

VENDOR #	NAME	DEPT.	AMOUNT
=====			
01 GENERAL FUND			
STREETS			
OR001	O'REILLY AUTO PARTS	01-53	129.59
RI046	SIKORSKI SIGNS	01-53	600.00
RI050	RIGHT WAY TRAFFIC CONTROL, INC	01-53	810.90
UN027	UNIFIRST CORPORATION	01-53	418.60

**TOTAL STREETS			8,061.89
PARKS DEPARTMENT			
2102	AMEREN ILLINOIS	01-54	1,933.07
419	JOHN FABICK TRACTOR COMPANY	01-54	694.20
4902	AT & T	01-54	680.93
515	HOME-BRITE ACE HARDWARE	01-54	37.76
5205	PASS SECURITY	01-54	891.00
551	ILLINOIS AMERICAN WATER	01-54	516.35
6122	VERIZON WIRELESS	01-54	145.60
AT012	AT & T MOBILITY	01-54	45.64
AT028	AT&T	01-54	22.70
CO139	CONSTELLATION NEW ENERGY, INC	01-54	972.54
CU017	CULLIGAN/SCHAEFER WATER CENTERS	01-54	31.50
HO034	HOME DEPOT CREDIT SERVICES	01-54	101.23
HU069	HUELS OIL COMPANY	01-54	1,738.34
LU004	LUBY EQUIPMENT SERVICES	01-54	78.79
MU029	MULLETT, SCOTT W	01-54	22.51
ST043	ST LOUIS COMPOSTING INC	01-54	148.00
TE006	TECH ELECTRONICS	01-54	602.00
TR035	TRACTOR SUPPLY CREDIT PLAN	01-54	7.99
UN027	UNIFIRST CORPORATION	01-54	89.58

**TOTAL PARKS DEPARTMENT			8,759.73
CEMETERY DEPARTMENT			
500	HARTMANN FARM SUPPLY	01-55	464.13
6122	VERIZON WIRELESS	01-55	82.41
ME004	MEDNIK RIVERBEND	01-55	124.90
UN027	UNIFIRST CORPORATION	01-55	105.81

**TOTAL CEMETERY DEPARTMENT			777.25
HEALTH & SANITATION			
1316	DOWNING SALES & SERVICE, INC	01-56	2,924.28
1324	BELLEVILLE FENCE CO.	01-56	216.22
272	BUSTER'S TIRE MART	01-56	3,921.63
3445	DAVE SCHMIDT TRUCK SERVICE	01-56	8,720.96
402	EGYPTIAN WORKSPACE PARTNERS	01-56	4.65
4902	AT & T	01-56	401.06
515	HOME-BRITE ACE HARDWARE	01-56	40.57
6122	VERIZON WIRELESS	01-56	127.20
6311	MILAM RECYCLING & DISPOSAL FACILI	01-56	1,776.79
BA040	BANK OF BELLEVILLE	01-56	74,007.36

VENDOR #	NAME	DEPT.	AMOUNT
=====			
01	GENERAL FUND		
HEALTH & SANITATION			
CD003	SHRED-IT USA LLC	01-56	44.51
CO073	COTTONWOOD HILLS RDF	01-56	44,472.60
GO005	GOODALL TRUCK TESTING	01-56	98.00
HU069	HUELS OIL COMPANY	01-56	4,416.77
MA045	MADD TOWING INC	01-56	820.00
ME075	MENKHAUS, STEPHEN A	01-56	238.90
MI091	MINTON OUTDOOR SERVICES INC	01-56	2,927.40
SC041	SCHMITTLING, STEVEN	01-56	150.00
ST009	ST CLAIR SERVICE COMPANY	01-56	37.38
ST043	ST LOUIS COMPOSTING INC	01-56	7,014.00
UN027	UNIFIRST CORPORATION	01-56	752.02
	**TOTAL HEALTH & SANITATION		153,112.30
LEGAL DEPARTMENT			
CL047	CLAUSS ADR, INC	01-60	2,550.00
	**TOTAL LEGAL DEPARTMENT		2,550.00
RCDS - BUILDING & ZONING DIVISIO			
272	BUSTER'S TIRE MART	01-61	21.00
402	EGYPTIAN WORKSPACE PARTNERS	01-61	83.54
6122	VERIZON WIRELESS	01-61	401.24
HI048	HINKLE, DON	01-61	7.38
HU069	HUELS OIL COMPANY	01-61	510.05
MA147	MARXAM LLC	01-61	39.00
	**TOTAL RCDS - BUILDING & ZONING DIVISIO		1,062.21
RCDS - ECONOMIC DEVELOPMENT & PL			
6122	VERIZON WIRELESS	01-62	42.40
759	BELLEVILLE NEWS-DEMOCRAT ADVERTIS	01-62	195.36
	**TOTAL RCDS - ECONOMIC DEVELOPMENT & PL		237.76
MAYOR			
6122	VERIZON WIRELESS	01-82	42.40
HU069	HUELS OIL COMPANY	01-82	101.07
	**TOTAL MAYOR		143.47
FINANCE			
HA179	HARRIS, CHRISTY	01-83	39.32
OF004	OFFICE DEPOT	01-83	104.50
	**TOTAL FINANCE		143.82
HUMAN RESCOURCES/COMMUNITY DEV			
402	EGYPTIAN WORKSPACE PARTNERS	01-84	11.90

VENDOR #	NAME	DEPT.	AMOUNT
=====			
01 GENERAL FUND			
HUMAN RESOURCES/COMMUNITY DEV			
CD003	SHRED-IT USA LLC	01-84	56.33
OF004	OFFICE DEPOT	01-84	149.99
	**TOTAL HUMAN RESOURCES/COMMUNITY DEV		----- 218.22
MAINTENANCE			
1324	BELLEVILLE FENCE CO.	01-87	200.00
1949	CRESCENT PARTS & EQUIPMENT	01-87	23.82
214	BELLEVILLE SUPPLY COMPANY	01-87	343.25
2192	SHERWIN - WILLIAMS CO.	01-87	264.95
3430	FIRESTONE CAR CENTER	01-87	66.26
4356	HONEYWELL INTERNATIONAL INC	01-87	5,428.04
515	HOME-BRITE ACE HARDWARE	01-87	33.94
5205	PASS SECURITY	01-87	120.00
6122	VERIZON WIRELESS	01-87	117.79
726	CLEAN UNIFORM COMPANY	01-87	118.68
FR014	FROST ELECTRIC SUPPLY CO	01-87	180.00
HU069	HUELS OIL COMPANY	01-87	214.79
IL052	ILLINOIS OFFICE OF STATE FIRE MAR	01-87	75.00
MI078	MIDWEST ELEVATOR CO., INC	01-87	355.44
TE006	TECH ELECTRONICS	01-87	324.00
WE023	WEINLAND REFRIGERATION	01-87	343.50
	**TOTAL MAINTENANCE		----- 8,209.46
ENGINEERING			
6122	VERIZON WIRELESS	01-88	42.40
AB006	ABSOPURE WATER CO	01-88	10.00
HU069	HUELS OIL COMPANY	01-88	35.18
	**TOTAL ENGINEERING		----- 87.58
01 GENERAL FUND		GRAND TOTAL	596,951.66

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VENDOR #	NAME	DEPT.	AMOUNT
=====			
03	INSURANCE FUND		
BL040	BLUE CROSS BLUE SHIELD OF IL	03-00	3,697.83
	**TOTAL		----- 3,697.83
	03 INSURANCE FUND	GRAND TOTAL	3,697.83

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VENDOR #	NAME	DEPT.	AMOUNT
=====			
04	LIBRARY		
2102	AMEREN ILLINOIS	04-00	126.05
522	BELLEVILLE AREA HUMANE SOCIETY	04-00	300.00
551	ILLINOIS AMERICAN WATER	04-00	55.88
BE143	BELLEVILLE YMCA - DOWNTOWN	04-00	100.00
CO139	CONSTELLATION NEW ENERGY, INC	04-00	776.82
CO166	COMMUNITY INTERFAITH FOOD PANTRY	04-00	100.00
HO034	HOME DEPOT CREDIT SERVICES	04-00	44.97
	**TOTAL		----- 1,503.72
04	LIBRARY	GRAND TOTAL	1,503.72

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VENDOR #	NAME	DEPT.	AMOUNT
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07 PLAYGROUND AND RECREATION

3119	COMPUTYPE IT SOLUTIONS	07-00	30.00
511	HOERNIS AUTO BODY	07-00	250.00
6122	VERIZON WIRELESS	07-00	46.04
AT028	AT&T	07-00	22.70
BU079	BUSEY BANK	07-00	119.40
OF004	OFFICE DEPOT	07-00	64.69

	**TOTAL		532.83
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07 PLAYGROUND AND RECREATION	GRAND TOTAL	532.83
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VENDOR #	NAME	DEPT.	AMOUNT
=====			
12	GENERAL & COMMUNITY ASSISTANCE		
6122	VERIZON WIRELESS	12-00	90.93
AT028	AT&T	12-00	22.70
BU079	BUSEY BANK	12-00	2,159.02
CD003	SHRED-IT USA LLC	12-00	5.35
CU017	CULLIGAN/SCHAEFER WATER CENTERS	12-00	30.80
HO034	HOME DEPOT CREDIT SERVICES	12-00	44.97
	**TOTAL		----- 2,353.77
12	GENERAL & COMMUNITY ASSISTANCE	GRAND TOTAL	2,353.77

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VENDOR #	NAME	DEPT.	AMOUNT
=====			
13	MOTOR FUEL TAX FUND		
486	HANK'S EXCAVATING & LANDSCAPING,	13-00	47,728.95
CA006	CARGILL SALT	13-00	11,742.21
CH058	CHRIST BROS. PRODUCTS LLC	13-00	1,505.35
EL001	ELECTRICO, INC.	13-00	3,135.64
FO033	FOURNIE CONTRACTING COMPANY, INC	13-00	18,023.14
KA009	KASKASKIA ENGINEERING GROUP LLC	13-00	1,553.75
	**TOTAL		83,689.04

	13 MOTOR FUEL TAX FUND	GRAND TOTAL	83,689.04

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VENDOR #	NAME	DEPT.	AMOUNT
=====			
15	TORT LIABILITY FUND		
1324	BELLEVILLE FENCE CO.	15-00	1,196.00
	**TOTAL		----- 1,196.00
	15 TORT LIABILITY FUND	GRAND TOTAL	1,196.00

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VENDOR #	NAME	DEPT.	AMOUNT
=====			
24	SEWER CONSTRUCTION FUND		
PA008	PARKSON CORPORATION	24-00	116,422.00
	**TOTAL		116,422.00
	24 SEWER CONSTRUCTION FUND	GRAND TOTAL	116,422.00

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VENDOR #	NAME	DEPT.	AMOUNT
25	SEWER BOND AND INTEREST FUND		
6086	ILLINOIS ENVIRONMENTAL PROTECTION	25-00CY	106,265.15
	**TOTAL		106,265.15
	25 SEWER BOND AND INTEREST FUND	GRAND TOTAL	106,265.15

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VENDOR #	NAME	DEPT.	AMOUNT
=====			
30	SPECIAL SERVICE AREA		
2102	AMEREN ILLINOIS	30-00	102.24
C0139	CONSTELLATION NEW ENERGY, INC	30-00	187.63
	**TOTAL		----- 289.87
	30 SPECIAL SERVICE AREA	GRAND TOTAL	289.87

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VENDOR #	NAME	DEPT.	AMOUNT
=====			
38	TIF 3 (CITY OF BELLEVILLE)		
3443	KUHLMANN DESIGN GROUP	38-00	12,047.50
486	HANK'S EXCAVATING & LANDSCAPING,	38-00	3,996.04
CL051	CLAYTON HOLDINGS, LLC	38-00	26,772.41
EL001	ELECTRICO, INC.	38-00	3,935.19
EN009	ENVIRONMENTAL CONSULTANTS LLC	38-00	2,385.00
FO033	FOURNIE CONTRACTING COMPANY, INC	38-00	7,912.00
KA009	KASKASKIA ENGINEERING GROUP LLC	38-00	32,949.43
MA068	MARCO INVESTMENT GROUP, LLC	38-00	24,016.10
	**TOTAL		114,013.67
	38 TIF 3 (CITY OF BELLEVILLE)	GRAND TOTAL	114,013.67

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VENDOR #	NAME	DEPT.	AMOUNT
=====			
51	TIF 9 (SOUTHWINDS ESTATE)		
VA001	VANDEVANTER ENGINEERING	51-00	8,085.00
	**TOTAL		----- 8,085.00
	51 TIF 9 (SOUTHWINDS ESTATE)	GRAND TOTAL	8,085.00

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VENDOR #	NAME	DEPT.	AMOUNT
57	TIF 15 (CARLYLE GREENMOUNT)		
UM001	UMB BANK - CORPORATE TRUST	57-00	63,287.36
	**TOTAL		63,287.36
	57 TIF 15 (CARLYLE GREENMOUNT)	GRAND TOTAL	63,287.36

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VENDOR #	NAME	DEPT.	AMOUNT
=====			
58	TIF 16 (ROUTE 15 WEST CORRIDOR)		
EL001	ELECTRICO, INC.	58-00	2,159.76
	**TOTAL		----- 2,159.76
	58 TIF 16 (ROUTE 15 WEST CORRIDOR) GRAND TOTAL		2,159.76

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VENDOR #	NAME	DEPT.	AMOUNT
=====			
72	NARCOTICS		
850	REJIS COMMISSION	72-00	1,586.20
BU079	BUSEY BANK	72-00	276.68-
ST219	STORCOM, INC	72-00	12,195.00
	**TOTAL		----- 13,504.52
	72 NARCOTICS	GRAND TOTAL	13,504.52

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VENDOR #	NAME	DEPT.	AMOUNT
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73 LOCAL LAW ENFORCEMENT BLOCK GRAN

393	DUTCH HOLLOW JANITORIAL SUPPLIES	73-00	144.49
AM063	AMAZON BUSINESS	73-00	2,909.06
CH026	CHARM-TEX, INC	73-00	5,116.60
CO051	CONTEMPORARY LIFE SAVING TRAINING	73-00	1,112.38

	**TOTAL		9,282.53
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	73 LOCAL LAW ENFORCEMENT BLOCK GRAN	GRAND TOTAL	9,282.53
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VENDOR #	NAME	DEPT.	AMOUNT
77	TIF 19 (FRANK SCOTT PARKWAY)		
UM001	UMB BANK - CORPORATE TRUST	77-00	21,972.97
	**TOTAL		21,972.97
	77 TIF 19 (FRANK SCOTT PARKWAY)	GRAND TOTAL	21,972.97

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VENDOR #	NAME	DEPT.	AMOUNT
=====			
78	TIF 20 - RT. 15 / S. GREEN MT		
EC007	ECKERT'S COUNTRY STORE AND FARMS	78-00	836.39
	**TOTAL		836.39
	78 TIF 20 - RT. 15 / S. GREEN MT	GRAND TOTAL	836.39
	GRAND TOTAL FOR ALL FUNDS:		1,229,475.86
	TOTAL FOR REGULAR CHECKS:		1,150,208.88
	TOTAL FOR DIRECT PAY VENDORS:		79,266.98

PAYROLL BREAKDOWN AS PER G/L DISTRIBUTION REPORT

PAYROLL DATE: September 11, 2020

01 50	ADMINISTRATION	<u>\$12,382.08</u>
01 51	POLICE	<u>\$254,451.85</u>
01 52	FIRE	<u>\$202,449.33</u>
01 53	STREET	<u>\$36,522.72</u>
01 54	PARKS	<u>\$16,098.51</u>
01 55	CEMETERY	<u>\$7,221.23</u>
01 56	SANITATION	<u>\$34,110.21</u>
01 60	LEGAL	<u>\$7,210.79</u>
01 61	HOUSING DEPARTMENT	<u>\$27,373.94</u>
01 62	ECONOMIC DEVELOPMENT & PLANNING	<u>\$10,923.82</u>
01 82	MAYOR	<u>\$7,071.73</u>
01 83	FINANCE	<u>\$6,971.49</u>
01 84	HUMAN RESOURCE	<u>\$4,090.66</u>
01 85	CLERK	<u>\$6,757.59</u>
01 86	TREASURER	<u>\$3,527.07</u>
01 87	MAINTENANCE	<u>\$16,932.94</u>
01 88	ENGINEER	<u>\$5,197.35</u>
	TOTAL GENERAL FUND	<u>\$659,293.31</u>
4	LIBRARY	<u>\$18,604.14</u>
7	RECREATION	<u>\$7,307.34</u>
12	G & C ASSISTANCE	<u>\$3,816.19</u>
21 75	SEWER COLLECTIONS	<u>\$8,940.10</u>
21 77	SEWER LINES	<u>\$14,450.92</u>
21 78	SEWER PLANT	<u>\$61,905.91</u>
	TOTAL SEWER DEPARTMENT	<u>\$85,296.93</u>
	Employers' Portion of FICA (06-00-21500) CR	<u>\$30,979.56</u>
	*****TOTAL PAYROLL	<u>\$805,297.47</u>



RENTAL AGREEMENT

11885 Lackland Road, St Louis, MO 63146
Phone: 800-241-7408, Fax: 800-543-0274

CUSTOMER LEGAL NAME: Belleville City Hall	Telephone No: 618-233-6810 (office)
---	--

Billing Address: 101 S Illinois St, Belleville IL 62220	Equipment Location (If other than Billing Address) Same
--	--

EQUIPMENT DESCRIPTION: (indicate quantity, new or used and include make, model, serial # and all attachments – see below and/or attached Schedule A)

VoIP Phone Equipment with Accessories									
<table border="1" style="width:100%"> <tr> <td style="text-align:center">BASE TERM IN MONTHS</td> <td style="text-align:center">TOTAL NUMBER OF RENTAL PAYMENTS</td> </tr> <tr> <td style="text-align:center">63</td> <td style="text-align:center">3 @ \$ 0.00 (plus taxes) 60 @ \$3120.00 (plus taxes)</td> </tr> </table>	BASE TERM IN MONTHS	TOTAL NUMBER OF RENTAL PAYMENTS	63	3 @ \$ 0.00 (plus taxes) 60 @ \$3120.00 (plus taxes)	<table border="1" style="width:100%"> <tr> <td style="width:50%">(a) Advance Payment: \$ 0.00</td> <td style="width:50%">**If more than one rental payment is required as an Advance Payment, the balance will be applied to rental payments in inverse order, starting with the last rental payment.</td> </tr> <tr> <td>(b) Security Deposit: \$ 0.00</td> <td>Your obligation to pay all amounts and perform all other obligations is non-cancellable, absolute, unconditional and not subject to abatement, set-off or defense.</td> </tr> </table>	(a) Advance Payment: \$ 0.00	**If more than one rental payment is required as an Advance Payment, the balance will be applied to rental payments in inverse order, starting with the last rental payment.	(b) Security Deposit: \$ 0.00	Your obligation to pay all amounts and perform all other obligations is non-cancellable, absolute, unconditional and not subject to abatement, set-off or defense.
BASE TERM IN MONTHS	TOTAL NUMBER OF RENTAL PAYMENTS								
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(a) Advance Payment: \$ 0.00	**If more than one rental payment is required as an Advance Payment, the balance will be applied to rental payments in inverse order, starting with the last rental payment.								
(b) Security Deposit: \$ 0.00	Your obligation to pay all amounts and perform all other obligations is non-cancellable, absolute, unconditional and not subject to abatement, set-off or defense.								

TERMS AND CONDITIONS

In this agreement ("Rental"), "we," "our," and "us" refers to **Financial Servicing, LLC** and "you" and "your" refer to the Customer. You agree to rent the Equipment from us upon the following terms and conditions:

- 1. RENTAL PAYMENTS AND TERM:** The Rental is enforceable on you upon your execution. The term of the Rental shall commence on the date the Equipment is delivered to you ("Rental Commencement Date"). The first Rental Payment shall be due on the date we specify in the month following the Rental Commencement Date, as set forth in our invoice, and the remaining Rental Payments will be due on the same day of each subsequent month (each, a "Payment Date") until paid in full. The Base Term shall commence on the date one month prior to the first Payment Date.
- 2. DELIVERY, ACCEPTANCE, USE AND REPAIR:** You are responsible for Equipment delivery and installation. You unconditionally accept the Equipment upon the earlier of (a) your oral or written acceptance of the Equipment, or (b) 10 days after delivery of the Equipment. You authorize us to fill in the Rental Commencement Date, serial numbers and other information. **You will not move the Equipment from the above location without our written consent and are responsible for maintaining the Equipment in good repair.** We are not responsible for Equipment or vendor failures.
- 3. INDEMNIFICATION:** You agree to indemnify, defend and hold us harmless from and against any losses, damages, penalties, claims and suits, including attorneys' fees and expenses related to the ordering, manufacture, installation, ownership, condition, use, rental, possession, delivery or return of Equipment.
- 4. RENTAL EXPIRATION, RENEWAL:** **Unless you notify us at least 90 days prior to the expiration of the Rental of your election to return the Equipment, this Rental will renew on a month-to-month basis at the same monthly Rental Payment until you provide us with at least 90 days notice and return the Equipment.** If you return the Equipment, (i) it must be to the location we designate and you are responsible for all return costs and we may charge a Restocking Fee equal to one Rental Payment, and (ii) you must securely remove all data from any and all disk drives or magnetic media prior to returning the Equipment (and you are solely responsible for selecting an appropriate removal standard that meets your business needs and complies with applicable laws). You will pay us for any loss in value resulting from failure to maintain the Equipment in accordance with this Rental or for damages incurred in shipping and handling.
- 5. LATE FEES AND CHARGES:** If any amount is not paid within three (3) days of when due, you agree to pay us a late charge equal to the lesser of 10% of the amount past due or the maximum legal amount. Amounts which are not paid within 30 days of when due shall accrue interest at 1.5% per month (or if less, the maximum legal rate) until paid. You agree to pay \$25 for each pay by phone and \$35 for each returned payment.
- 6. NO WARRANTY:** We do not manufacture the Equipment and you have selected the Equipment and the supplier. **WE MAKE NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING THOSE OF MERCHANTABILITY OR FITNESS FOR A PURPOSE AND ARE NOT RESPONSIBLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES.**
- 7. INSURANCE, RISK OF LOSS:** You bear all risk of loss or damage to the Equipment from its order until it is returned in the required condition ("Risk Period"). During the Risk Period you will maintain property and liability insurance on the Equipment acceptable to us, naming us loss payee and additional insured. If you do not provide us with proof of such insurance, we may secure insurance on the Equipment to cover our interests (and only our interests). If we obtain such insurance, you will pay us an additional amount for the cost of such insurance and an administrative fee, the cost of which may be more than the cost to obtain your own insurance and on which we may make a profit.
- 8. OWNERSHIP AND TAXES:** We own the Equipment (excluding licensed software). If you are deemed to own it, you grant us a security interest in the Equipment. You authorize us to file UCC financing statements to confirm our interest. You will pay, when due, all

taxes, fines and penalties relating to the purchase, use, renting and/or ownership of the Equipment. If we pay any taxes (including property tax), fees or penalties on your behalf, you will pay us the amount we paid plus an administrative fee. You agree to pay us the documentation fee specified above or if not so specified, the greater of either \$95 or 0.5% of the Equipment cost. If we require an Equipment site inspection, or you request administrative services, you agree to reimburse our costs.

9. DEFAULT: If you or any guarantor do not pay us any amount within ten (10) days of its due date, or breach any terms of this Rental, any guaranty or any license relating to the Equipment, you will be in default. If you default, we may require you to do any combination of the following: (a) immediately pay all amounts then due, plus the present value of the remaining Rental Payments, Interim Rent and residual value of the Equipment, as determined by us, discounted at an annual rate of 3%; (b) return all of the Equipment; (c) allow us to repossess or disable the Equipment; or (d) use any and all remedies available to us under applicable law. If you default, you agree to pay the cost of repossession and our attorney's fees and costs. In addition to all other charges and as reimbursement for expenses incurred and not as a penalty, we may require you to reimburse us for the phone calls, letters, and any additional expense incurred in the collection or servicing of this Rental to you. If we take possession of the Equipment, we may sell or otherwise dispose of it with or without notice, at a public or private sale, and apply the net proceeds (after we have deducted all costs related to the sale or disposition of the Equipment) to the amounts that you owe us. You agree that if notice of sale is required by law, 10 days' notice shall constitute reasonable notice. You remain responsible for any amounts that are due after we have applied such net proceeds. We may apply any security deposits to your obligations and if you do not default, the balance will be refunded without interest.

10. ASSIGNMENT: You have no right to sell or assign the Equipment or Rental. We may sell or assign our rights in the Rental and/or Equipment and the new owner will have all our rights but will not be subject to any claim or defense you have against us.

11. ARTICLE 2A: You agree this Rental is a "finance lease" as defined in Article 2A of the Uniform Commercial Code. **You waive all rights and remedies conferred upon a lessee by Article 2A (508-522) of the UCC.** You have received a copy of the Supply Contract or been informed of the identity of the Supplier and you may have rights under the Supply Contract and may contact the Supplier for a description of those rights.

12. CREDIT INFORMATION: You authorize us or any of our affiliates to obtain credit bureau reports and make other credit inquiries that we deem necessary and provide your credit application and information regarding your account to credit reporting agencies and potential assignees.

13. CHOICE OF LAW: THIS RENTAL WILL BE GOVERNED BY PENNSYLVANIA LAW. YOU CONSENT TO JURISDICTION IN THE STATE OR FEDERAL COURTS IN PENNSYLVANIA AND WAIVE ANY RIGHT TO A TRIAL BY JURY.

14. USA PATRIOT ACT NOTICE; MISCELLANEOUS: To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each customer who opens an account. When you enter into a transaction with us, we ask for your business name, address and other information that will allow us to identify you. We may also ask to see other documents that substantiate your business identity. This Rental is the parties' entire agreement and can be amended only in writing signed by both parties. This Rental may be executed in counterparts (manually or by electronic means) and, when transmitted to us shall be binding upon you for all purposes. This Rental is not binding on us until we sign it. You agree not to raise as a defense to the enforcement of this Rental that it was executed or transmitted to us by electronic means. You will use the Equipment only for business purposes and not for personal, family or household use.

ACCEPTED BY CUSTOMER:	Print Name: <u>Mark W. Eckert</u>	Title: <u>Director of IT</u>
X _____	E-Mail Address: <u>smarkovich@belleville.net</u>	
Customer Authorized Signature	Date: _____	
	TAX ID Number: _____	

PERSONAL GUARANTY: Undersigned guarantees that Customer will make all payments and perform all other obligations under the Rental when due. Undersigned agrees that this is a guaranty of payment and not of collection, and that we can proceed directly against undersigned without first proceeding against Customer or the Equipment. Undersigned also waives all suretyship defenses and notification if the Customer is in default and consents to any extensions or modifications granted to Customer. Undersigned will pay us all expenses (including attorneys' fees) we incur in enforcing our rights against undersigned or Customer. If more than one person signs this guaranty, each agrees that his/her liability is joint and several. Undersigned authorizes us and our affiliates to obtain credit bureau reports and make inquiries regarding undersigned's personal credit. You consent to jurisdiction in the State or Federal courts in Pennsylvania and expressly waive any right to a trial by jury.

SIGNED X _____ Print Name: _____ E-Mail Address: _____

Your SpectrumVoIP™ Proposal

Business Name :	Belleville City Hall			
Service Address:	101 S. Illinois St.	City :	Belleville	State: IL Zip Code : 62220
Prepared For :	Mark W. Eckert	Prepared By :	Alex Saenz	
Email Address :	smarkovich@belleville.net	Email Address :	asaenz@spectrumvoip.com	
Phone Number :	618-233-6810	Phone Number:	O: 210-455-1741 C: 210-306-6909	

Product	Term	Quantity	Unit Price	Total
SpectrumVoIP™ DID Service Charge & Equipment Rental Charge				
Unlimited, local & Long Distance. All DID's included with porting (Reg. Price \$49.99)	60	1	\$10.00	\$10.00
Equipment T54W APP Soft Phone	60	200	\$15.00	\$3,000.00
Equipment CP960 Conference Phone	60	6	\$20.00	\$120.00
Equipment Netgear LTE LB1120 Cellular Failover	60	1	\$25.00	\$25.00
Equipment Unlimited e-Fax Forwarding to Multiple Users	60	9	\$0.00	\$0.00
September 2020 Promotion - 3 FREE Months of service! \$3000 Visa Gift Card! 30 Day trial Approved!				
			Subtotal :	\$3,155.00
			Sales Tax @ 8¼% :	\$0.00
			25	\$1.77
			E911 Recovery Fee :	\$2.71
			** Total MRC :	\$3,159.48

Toll free numbers are billed per minute at 2.9 cents per minute have a 100-minute min per month of \$2.90.

* Customer faxing via: Analog Fax Line [] Fax Adapter [X] Fax to Email []

* SpectrumVoIP is unaffiliated with Charter/Time Warner/Spectrum Business.

Customer Initials : _____

* SpectrumVoIP will pay customer up to \$ ____0.00____ for ETF.

Customer Initials : _____

* Is there a cancellation penalty from current carrier? **No** [x] **Yes** []

* By signing this quote, Customer agrees to the Terms of Service found at <https://www.spectrumvoip.com/privacy-terms/>

* Telecom Tax and e911 Recovery Fee may be billed cumulatively once per year.

Applicant warrants all credit and financial information submitted to SpectrumVoIP™ and /or its assignees to be true and accurate and hereby authorizes all banking institutions and credit reporting agencies to release information via telephone, mail, internet, or facsimile as requested for the purpose of making a credit decision. The undersigned individuals specifically authorize SpectrumVoIP™ and/or its assigns to obtain personal credit bureau and/or personal income tax records, for the making, extension, or renewal of this credit decision or collection of the resulting account. A fax or photocopy of this authorization shall be as valid as the original.

Signature: _____

Date: _____

Printed Name: Mark W. Eckert

Title: Director of IT

Federal Tax ID: _____

Social Security Number: _____

Name Listed with Sec of State: City of Belleville



Explanation of Trial Period

The full document package must be signed and approved before any trial period can begin. The account is then assigned to a project manager and all due diligence is handled. The installation will be scheduled and completed. The contract will not be binding until the customer has had adequate time to ensure that the service is acceptable. The trial period will not exceed 30 calendar days from the date of the install. The customer will not be billed nor will the contract start until after the Delivery and Acceptance Form (D&A) has been signed by the customer. If the D&A form is not returned within 24 hours of the end of the trial period, and the installer will be scheduled to pick up the equipment.

Porting of phone numbers from the existing provider should begin during the trial period so the completion of the port happens within a short time following the trial period. If the trial period does not go as the customer anticipates, the port request can be canceled without penalty within 24 hours of the FOC date (port completion date).

Once the customer accepts the quality of service and returns the D&A form, the leasing company will contact the customer to obtain acceptance to consummate contract and commence billing. If the customer is installed and does not accept the quality of the SpectrumVoIP service and does not consummate the contract with the billing company, the contract will be canceled. SpectrumVoIP will pick-up the phones and equipment installed with no charge to the customer.

SpectrumVoIP
Representative: Erik Sedgwick, Chief Compliance Officer

Signature:

Customer Name: Mark w. Eckert

Business Name: City of Belleville

Customer Signature: _____

Date: _____



LETTER OF AUTHORIZATION (LOA)

Local Service Number Porting & Responsible Organization (RespOrg) Toll Free Number Porting

To transition your current telephone numbers to SpectrumVoIP, we must work with your current service provider to ensure that your service is uninterrupted, and that the numbers you designate below are properly transferred. This document authorizes SpectrumVoIP to request and receive from your existing provider

- 1) data and billing information *(including Customer Proprietary Network Information)*;
- 2) a copy of your Customer Service Records (CSR) for the telephone numbers listed below including, but not limited to, any associated line features.

In signing below, you are selecting SpectrumVoIP as the preferred provider for the following service(s) for the telephone number(s) listed below

- Local Exchange Service (Local Service Only)
- Intra-LATA Service (Long Access Transport Area) (Long Distance Calls)
- International Service (Calling Outside the United States)
- Inter-LATA Service (Local Access Transport Area) (Calling outside your local long distance area)

This letter authorizes transfer of your service and the telephone numbers listed below to SpectrumVoIP, and the RespOrg Bandwidth.com (JYT01). Please ensure the following information is completed accurately, as listed with your current service provider. This will help prevent possible delays.

Current Carrier / RespOrg: _____
New RespOrg ID: Bandwidth.com/JYT01

Please complete the following information, per what is listed with your current carrier:

Company Name: Belleville City Hall
 Service Address (not a PO Box): _____
 Authorized User/Signer: Mark w. Eckert
 BTN (Billing Telephone Number): _____
 Account Number: _____
 PIN Number (if required or for wireless TN): _____

Telephone Number	Telephone Number	Telephone Number	Telephone Number
60 @ \$3120.00 (plus taxes)			

Printed Name (Please Print Clearly): Belleville City Hall
 Authorized User Signature: _____
 Title: Director of IT
 Date: _____

Important: Please do not place any new service orders with your current provider on these accounts, as this will delay porting your numbers. A bill copy which is less than 30 days old is required to complete the transfer of number(s). Please include a summary copy showing company name and the numbers owned.

RECORDS DISPOSAL CERTIFICATE

APPLICATION #: 18:036

TO: Local Records Commission
Margaret Cross Norton Building
Springfield, IL 62756
217-782-7075

COUNTY: St. Clair

RECEIVED

FROM: Belleville City Clerk

AUG 07 2020

(Agency Division)
ADDRESS: 101 South Illinois St.

(Street, P.O. Box)
Belleville, IL 62220

(City, ZIP Code)

Directions:

1. Fill in all blanks and columns.
2. Application Item numbers must be listed in numerical order.
3. Record series titles must be listed as they appear on application.
4. Sign and send certificate to above address sixty (60) days prior to disposal date.
5. Retain records until approved copy is returned.
6. This form can be found online at <http://www.cyberdriveillinois.com/>.

REC. COMM.

CONTACT TELEPHONE: (618) 233-6810

CONTACT EMAIL: jstarnes@belleville.net

APPLICATION ITEM NO.	RECORD SERIES TITLE	INCLUSIVE DATES (MONTH/YEAR)	VOLUME OF RECORDS (Cu. Ft. or MB/GB)
2-	Administrative Files and Correspondence	2018 ✓	Neg.-
3-	Accident Reports	2012 ✓	Neg.-
5-	Audio Recordings of Board and Committee Meetings	2019 ✓	Neg.-
6-	Applications for Employment	2017 ✓	Neg.-
7-	Bids, Specifications, and Proposals (Rejected)	2016 ✓	1/4 Cu. Ft.
7	Bids, Specifications, and Proposals (Accepted)	2009 ✓	1/2 Cu. Ft.
8-	Birth and Death Certificates	2009 ✓	Neg.-
9-	Burial Permits and Stubs	2016 ✓	Neg.-
10-	Cash Receipts	2017 ✓	Neg.-
11-	Certificates of Publication	2018 ✓	Neg.-
13-	Contracts, Agreements, and Leases	2009 ✓	1/2 Cu. Ft.
14-	Copies of Paid Bills	2017 ✓	1/4 Cu. Ft.
16-	Delinquent Billing Records	2012 ✓	1/4 Cu. Ft.
17-	Election Records <i>NOT ECOSTATEMENTS OR OATHS</i>	2018 <i>ok</i>	Neg.-
18-	Financial Ledgers, Records, and Reports	2012 ✓	4 Cu. Ft.
19-	Freedom of Information Act Requests and Denials	2017 ✓	Neg.-
20-	Grant Records	2016 ✓	Neg.-
21-	Illinois Municipal Retirement Fund Records	2012 ✓	1/4 Cu. Ft.
22-	Insurance Policies (terminated) and Claims (settled)	2012 ✓	1/2 Cu. Ft.
23-	Lawsuits	2016 ✓	1/4 Cu. Ft.
DISPOSITION APPROVED			Total Volume from all pages Cu. Ft. <u>10.25</u> MB/GB _____

If any of the above records are microfilmed, I hereby certify that they have been reproduced in compliance with standards given in Sections 4000.50 and 4500.50 of the Regulations of the Local Records Commissions.

If the records are digitized, I certify that they have been reproduced in compliance with standards given in Sections 4000.70 / 4500.70 and will be maintained in compliance with standards given in Sections 4000.80 / 4500.80 of the Regulations of the Local Records Commissions.

I hereby certify that, in compliance with authorization received from the Local Records Commission, the records listed above will be disposed of on or after:

Date: 10/7/2020
Signature: Jennifer Goin Meyer - City Clerk
Approved by ILRS: [Signature]
Date: 8/7/2020
Print name and title on line above

Prepared by: Michael Hall

(Signature required only if records have been microfilmed or digitized)

**RECORDS DISPOSAL CERTIFICATE
SUPPLEMENTAL PAGE**

RECEIVED
APPLICATION NO.: 18:036
COUNTY: St. Clair

AUG 07 2020 FROM: Belleville City Clerk
(Agency, Division)

LOC. REC. COMM.

APPLICATION ITEM NO.	RECORD SERIES TITLE	INCLUSIVE DATES	VOLUME OF RECORDS (Cu. Ft. of MB/GB)
25	Liquor and Miscellaneous Licenses and Stubs	2018 ✓	1/2 Cu. Ft.
26	Liquor Surety Bonds	2018 ✓	Neg-
28	Motor Fuel Tax Records <i>ND CONSTRUCTION RECORDS</i>	2012 ✓	1/4 Cu. Ft.
30	Part Time Personnel Records	2014 ✓	1/4 Cu. Ft.
31	Permits for Disposition of Human Body	2016 ✓	Neg-
32	Petitions (not annexation, dedication, or vacation)	2018 ✓	Neg-
33	State and Federal Tax Statements and Reports	2012 ✓	1/2 Cu. Ft.
34	TIF Financial Records	2012 ✓	Neg-
35	Time Sheets	2017 ✓	1/2 Cu. Ft.

DISPOSITION APPROVED

RECORDS DISPOSAL CERTIFICATE

RECEIVED

APPLICATION #: 18:037

TO: Local Records Commission
Margaret Cross Norton Building
Springfield, IL 62756
217-782-7075

JUL 31 2020

COUNTY: St. Clair

FROM: Belleville City Treasurer

LOC. REC. COMM.

ADDRESS: (Agency Division)
101 South Illinois St.

(Street, P.O. Box)
Belleville, IL 62220

(City, ZIP Code)

CONTACT TELEPHONE: (618) 233-6810

CONTACT EMAIL: cspaulding@belleville.net

Directions:

1. Fill in all blanks and columns.
2. Application item numbers must be listed in numerical order.
3. Record series titles must be listed as they appear on application.
4. Sign and send certificate to above address sixty (60) days prior to disposal date.
5. Retain records until approved copy is returned.
6. This form can be found online at <http://www.cyberdriveillinois.com/>.

APPLICATION ITEM NO.	RECORD SERIES TITLE	INCLUSIVE DATES (MONTH/YEAR)	VOLUME OF RECORDS (Cu. Ft. or MB/GB)
2-	Administrative Files and Correspondence	2018	Neg.
4-	Automatic Withdrawl/Debt Application for Customers	2018	Neg.
5-	Budget Copies	2017	Neg.
6-	Burial Permits	2016	Neg.
8-	Cancelled Checks, Bank Statements/Investments etc.	2012	3 1/2 Cu. Ft.
9-	Cash Receipts (All Accounts)	2017	1 Cu. Ft.
11-	Check Stubs, Copies and Check Requests	2017	1/2 Cu. Ft.
13-	Monthly Departmental Reports	2017	2 Cu. Ft.
14-	Motor Fuel Tax Records (Financial but not audits)	2012	Neg.
15-	Paid Bills, Invoices, Vouchers and Claims	2012	6 Cu. Ft.
16-	Paid Parking Tickets	2017	1/4 Cu. Ft.
17-	Releases of Liens	2018	Neg.
18-	Senior Trash Rate Applications (cancelled)	2018	Neg.
20-	Sewer Stubs	2018	3 1/4 Cu. Ft.
21-	Treasurers Monthly Reports	2017	Neg.
DISPOSITION APPROVED			Total Volume from all pages Cu. Ft. <u>17.3</u> MB/GB _____

If any of the above records are microfilmed, I hereby certify that they have been reproduced in compliance with standards given in Sections 4000.50 and 4500.50 of the Regulations of the Local Records Commissions.

If the records are digitized, I certify that they have been reproduced in compliance with standards given in Sections 4000.70 / 4500.70 and will be maintained in compliance with standards given in Sections 4000.80 / 4500.80 of the Regulations of the Local Records Commissions.

I hereby certify that, in compliance with authorization received from the Local Records Commission, the records listed above will be disposed of on or after:

Date: 9/29/2020 UNSA

Signature: Dean Hardt Approved by ILSOS Date: 7/29/2020

Print name and title on line above: Dean Hardt Treasurer

(Signature required only if records have been microfilmed or digitized)

Prepared by: Michael Hall



To: Michael Velloff

From: Sonnenberg Asphalt Co., Inc.

Date: 8.24.2020

Job: City of Belleville – Multiple Parking Lots

Seal Coating Scope of Work

- Clean the area(s) to be sealed of any loose debris and vegetation
- Fill major cracks with STAR ELASTO-BOND PLS hot pour rubberized filler (not all lots will receive crack filling)
- Apply one coat of MAC 52 Pavement Sealer
- Re-install pavement markings utilizing the existing layout
- Prices based on prevailing wage utilizing union laborers and operating engineers

Base Bid

10th and West Main – \$5,993.00

14th and West Main – \$1,534.00

407 E. Lincoln – \$4,795.00

510-512 West Main – \$6,812.00

City Hall Parking Lot – \$4,300.00

Alternates

B & Illinois – \$4,600.00

Mascoutah & Fulton – \$3,800.00

Material Specifications

We will be using MAC 52 PS formulated with selective fillers. MAC 52 Pavement Sealer is a heavy-bodied, high-solids, coal tar pitch emulsion. Basic ingredients include a stable, straight run distillate softening point coal tar pitch, combined with inert mineral fillers, dispersed in water. This sealant shall exceed Federal Specification R-P-355E and ASTM D 3320- Emulsified Coal Tar Pitch (Mineral colloid Type), for the % of Non-Volatile and ash % of Non-Volatile. R.P. 355-E is a specification of federal standards for product criteria and wearability test.

If you have any questions feel free to call our office at (618) 398-0838

Thank you,

Justin Mayberry

Proposal valid through November 2020



WHY SOULD YOU CHOOSE SONNENBERG ASPHALT?

- Providing quality asphalt paving and pavement maintenance services to the St. Louis area for over 35 years
- IDOT Prequalified Contractor
- Core personnel has a combined 95+ years of experience in the asphalt paving and pavement maintenance industry
- Utilization of the newest equipment and highest quality products on the market to provide the client with the best finished product possible
- Featured in *Pavement Maintenance & Reconstruction*, a national magazine highlighting trends and outstanding performers in the paving industry, for completion of a large scale project at SIUE

Below is a list of satisfied clients on recently completed projects:

- Belleville Township H.S. Dist. 201
- Belleville School Dist. 118
- SWIC
- SIUE
- McKendree University
- Lindenwood University
- Scott Air Force Base
- U.S. Army Corps of Engineers
- City of O'Fallon IL
- Stookey Township
- City of Belleville
- Village of Shiloh
- Metro
- Allsup, Inc.
- Precision Practice Management
- St. Clair Country Club
- Noble/Vollmer Realty
- Ameren IP
- Illinois American Water
- Auffman Ford
- McDonald's
- Chick-fil-a
- KFC
- Dollar General
- First Baptist Church- O'Fallon
- St. Matthew's UMC- Belleville
- Our Lady Queen of Peace Church
- Immaculate Conception Church
- St. Nicholas Catholic Church
- Bank of Belleville
- Midwest Transit Co.
- Bank of O'Fallon
- Wilke Window and Door
- Belleville News-Democrat

Proposal valid through November 2020



July 08, 2020

City of Belleville
101 S Illinois Street
Belleville, IL 62220

EASEMENT UPGRADE REQUEST
TRANSMISSION LINE Belleville 65th Street Spur

Tax ID No(s): 08-20.0-300-003
Easement No.: 8.01

Dear Property Owner,

To meet our commitment to provide customers safe and reliable service, Ameren Illinois seeks to define the easement along the Belleville 65th Street Spur overhead electric transmission line. This existing 2.45-mile corridor passes through St. Clair County in Illinois, including property you own.

The proposed easement would define the right-of-way easement to 100 feet. Ameren Illinois is seeking to define the right-of-way easement so that we can prevent trees and vegetation from compromising existing transmission lines. The easement simply defines the protective space around these lines so that the reliability of the lines can be improved.

You will soon be contacted by a representative to discuss our proposal to purchase the defined right of way easement on property you own in St. Clair County. Ameren Illinois will offer property owners current market value for the area impacted by the easement expansion. If an agreement cannot be reached with a property owner, the existing right-of-way will remain as-is.

Ameren Illinois has hired Volkert, Inc., to represent us in negotiating with local land owners. A Volkert representative will contact you in the near future to arrange a convenient time to discuss our proposal in detail. If you would like to contact us sooner to schedule an appointment, Teresa McClure can be reached by phone at 618.345.8918 or via email at ameren.info@volkert.com.

We look forward to working with you. Thank you for your time.

Sincerely,

Tara B. Green
Senior Real Estate Agent



bing

20
1N
8W

St. Clair

08-20.0-300-003
CITY OF
BELLEVILLE

08-20.0-300-003
CITY OF
BELLEVILLE



Belleville 65th Street Spur

08-20.0-300-003

- Structures
- Substations
- Transmission Line
- Parcels
- IL Counties
- PLSS

This area to be used for recording information only.

Agreement ID: _____

Project ID: _____

Line Name: Belleville 65th Street Spur

TRANSMISSION EASEMENT

(Illinois)

For and in consideration of the sum of Ten and No/100ths Dollars (\$10.00), the receipt and sufficiency of which is hereby acknowledged, and other good and valuable consideration which Grantee promises to pay within ninety (90) days from (i) the Effective Date or (ii) the release of, or subordination to, this Easement by the holders of any liens or encumbrances of record, whichever date is later, City of Belleville, its successors and assigns, hereinafter referred to as Grantor, whether one or more and whether an individual, individuals, or a corporation does hereby grant, bargain, sell, warrant, convey, and confirm unto AMEREN ILLINOIS COMPANY D/B/A AMEREN ILLINOIS, its successors and assigns, hereinafter referred to as Grantee, a perpetual Easement, with the right, privilege, and authority of Grantee, its agents, contractors, and subcontractors, to survey, stake, construct, reconstruct, erect, place, keep, operate, maintain, repair, inspect, patrol, renew, add to the number of and relocate at will, at any time, and from time to time, a line or lines consisting of towers, poles, conduits, and appurtenances, crossarms, wires, cables, transformers, anchors, guy wires, foundations, footings, and any other necessary fixtures, equipment, and appurtenances for the purpose of transmitting electric energy or other power, and for telecommunications, in, on, upon, along, over, through, across, and under the following-described lands situated in St. Clair County, Illinois.

08-20.0-300-003

The location or footprint of said Easement being more particularly and legally described and depicted on Exhibit "A" attached hereto and made a part hereof (the "Easement Area").

Together with the perpetual right, permission, privilege, and authority in Grantee, its agents, contractors, and subcontractors to: Trim, cut, clear, or remove, at any time and by any means, within or on either side of the Easement Area or the premises of the Grantor adjoining the same, any trees, brush, and obstructions which, in the judgment of Grantee, may endanger the safety of or interfere with Grantee's exercise of the rights herein conveyed; to use reasonable working space adjacent to said Easement Area during construction, reconstruction, operation, maintenance, repair, renewal, or removal of Grantee's facilities; to remove, at Grantee's option at any time, any or all of Grantee's facilities erected in, on, upon, over, and under the herein described Easement Area; and the right of ingress and egress to, from, and over the herein described Easement Area and any of the adjoining lands of the Grantor at any and all times for doing anything necessary or convenient in the exercise of the rights herein conveyed or to access Easements on adjoining parcels.

ALL PURPOSE ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } ss

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for said State, personally appeared (print or type names):

to me known to be the person described in and who executed the foregoing instrument and acknowledged that he/she/they executed the same as his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

Capacity Claimed By Signator(s)			
<input type="checkbox"/> Individual(s)	<input type="checkbox"/> Corporate	<input type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Partner(s)
<input type="checkbox"/> Trustee(s)	<input type="checkbox"/> Title(s) of Officer(s):	<input type="checkbox"/> Member(s)/Manager(s):	<input type="checkbox"/> Limited Partnership
<input type="checkbox"/> Executor(s)	_____	_____	<input type="checkbox"/> General Partnership
<input type="checkbox"/> Administrator(s)	_____	_____	<input type="checkbox"/> Other (Specify Below):
<input type="checkbox"/> Attorney-In-Fact	_____	_____	_____
<input type="checkbox"/> Conservator(s)	_____	_____	_____
<input type="checkbox"/> Guardian(s)	_____	_____	_____

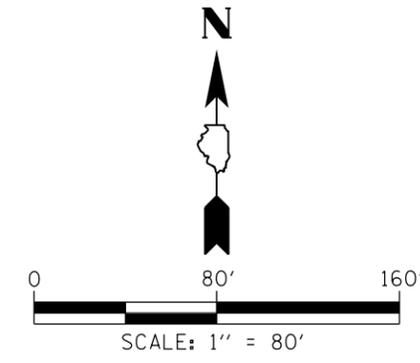
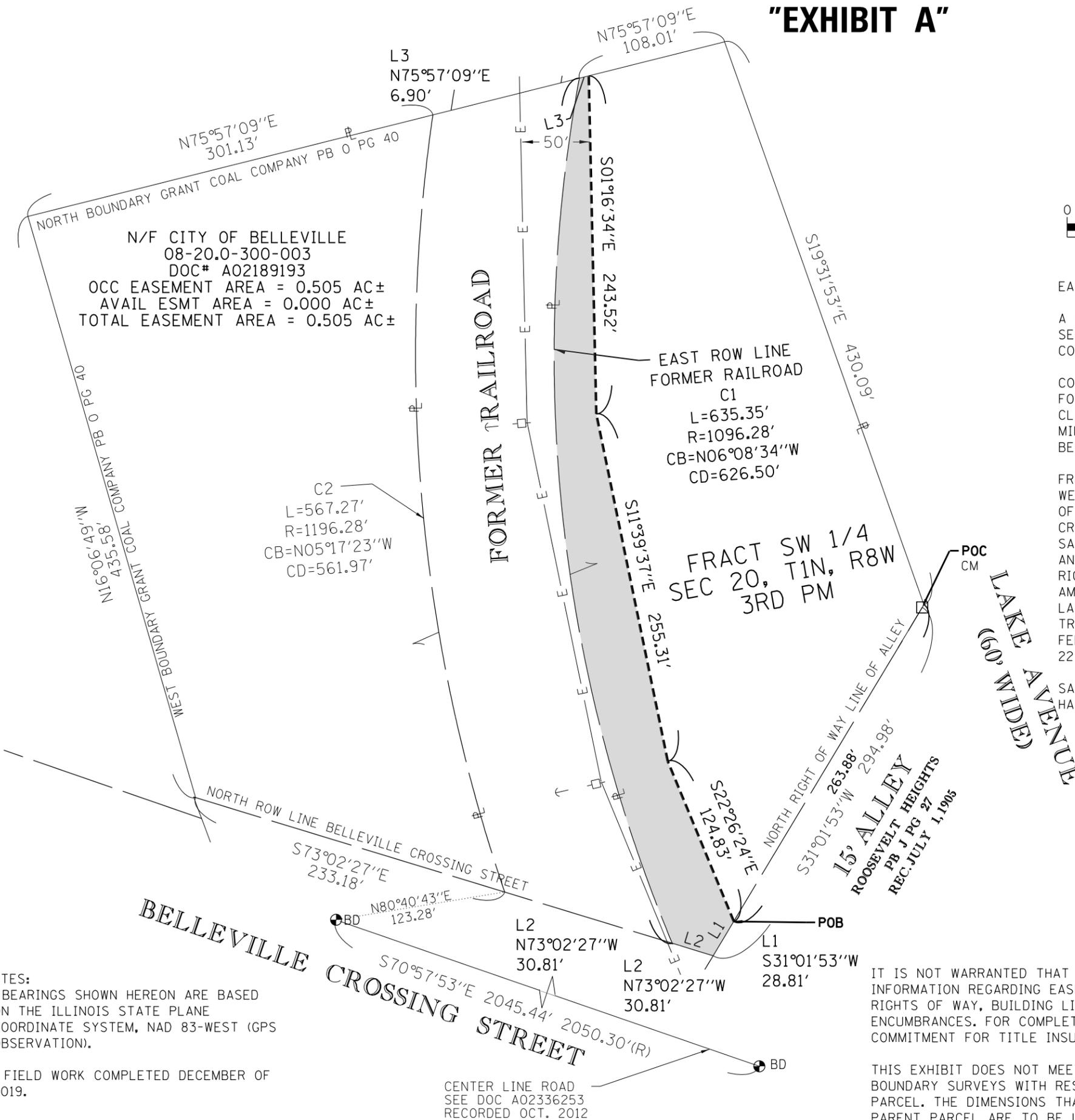
My Commission Expires

Notary Public

Prepared by: Volkert, Inc. - Morgan Hobbs
1500 Eastport Plaza Dr., Suite 200
Collinsville, IL 62234

Return to: Volkert, Inc. - Teresa McClure
1500 Eastport Plaza Dr., Suite 200
Collinsville, IL 62234

"EXHIBIT A"



LEGEND	
	PARCEL LINE
	RIGHT OF WAY LINE
	SECTION LINE
	TRANSMISSION LINE
	OCCUPIED EASEMENT LINE
	TRANSMISSION LINE STRUCTURE
	GUY WIRE
	CONCRETE MONUMENT FOUND
	BRASS DISC FOUND
	POINT OF COMMENCEMENT
	POINT OF BEGINNING
	RECORD DIMENSION
	SAME OWNERSHIP
	OCCUPIED EASEMENT AREA

EASEMENT LEGAL DESCRIPTION:

A PART OF A TRACT OF LAND BEING PART OF THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 20, TOWNSHIP 1 NORTH, RANGE 8 WEST OF THE THIRD PRINCIPAL MERIDIAN, ST. CLAIR COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A CONCRETE MONUMENT LOCATED ON THE NORTH RIGHT OF WAY LINE OF A 15 FOOT ALLEY AS DESCRIBED IN THE ROOSEVELT HEIGHTS SUBDIVISION AS RECORDED IN THE ST CLAIR COUNTY COURTHOUSE AS PLAT BOOK "J", ON PAGE 27; THENCE SOUTH 31 DEGREES 01 MINUTE 53 SECONDS WEST ON SAID RIGHT OF WAY LINE, 263.88 FEET TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 31 DEGREES 01 MINUTE 53 SECONDS WEST ALONG SAID RIGHT OF WAY LINE, 28.81 FEET TO THE SOUTHERLY CORNER OF SAID TRACT OF LAND; THENCE NORTH 73 DEGREES 02 MINUTES 27 SECONDS WEST ON THE BELLEVILLE CROSSING STREET NORTH RIGHT OF WAY LINE, 30.81 FEET TO THE SOUTHWESTERLY CORNER OF SAID TRACT OF LAND; THENCE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 1096.28 FEET AND A CHORD BEARING OF NORTH 06 DEGREES 08 MINUTES 34 SECONDS WEST ON THE EAST RIGHT OF WAY LINE OF THE FORMER ST. LOUIS AND OHIO RIVER RAILROAD NOW OWNED BY AMEREN, CHORD DISTANCE OF 626.50 FEET TO THE NORTHWEST CORNER OF SAID TRACT OF LAND; THENCE NORTH 75 DEGREES 57 MINUTES 09 SECONDS EAST ON THE NORTH LINE OF SAID TRACT OF LAND, 6.90 FEET; THENCE SOUTH 01 DEGREE 16 MINUTES 34 SECONDS EAST, 243.52 FEET; THENCE SOUTH 11 DEGREES 39 MINUTES 37 SECONDS EAST, 255.31 FEET; THENCE SOUTH 22 DEGREES 26 MINUTES 24 SECONDS EAST, 124.83 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 0.505 ACRES, MORE OR LESS OF WHICH 0.505 ACRES, MORE OR LESS HAS BEEN PREVIOUSLY OCCUPIED FOR EASEMENT PURPOSES.



WE, VOLKERT, INC., HEREBY CERTIFY THAT THIS EXHIBIT IS AN ACCURATE REPRESENTATION OF A SURVEY MADE UNDER MY DIRECT SUPERVISION FOR THE EXCLUSIVE BENEFIT OF AMEREN ILLINOIS.

Grady A. White II 07/02/2020
 GRADY A. WHITE II
 ILLINOIS PROFESSIONAL LAND SURVEYOR
 *035.002808
 LICENSE EXPIRES 11/30/2020

- NOTES:**
- BEARINGS SHOWN HEREON ARE BASED ON THE ILLINOIS STATE PLANE COORDINATE SYSTEM, NAD 83-WEST (GPS OBSERVATION).
 - FIELD WORK COMPLETED DECEMBER OF 2019.

IT IS NOT WARRANTED THAT THIS EXHIBIT CONTAINS COMPLETE INFORMATION REGARDING EASEMENTS, RESERVATIONS, RESTRICTIONS, RIGHTS OF WAY, BUILDING LINES, ENCROACHMENTS, OR OTHER ENCUMBRANCES. FOR COMPLETE INFORMATION, A TITLE OPINION OR COMMITMENT FOR TITLE INSURANCE SHOULD BE OBTAINED.

THIS EXHIBIT DOES NOT MEET THE ILLINOIS MINIMUM STANDARDS FOR BOUNDARY SURVEYS WITH RESPECT TO THE REMAINDER OF THE PARENT PARCEL. THE DIMENSIONS THAT ARE SHOWN FOR THE REMAINDER OF THE PARENT PARCEL ARE TO BE USED FOR INFORMATIONAL PURPOSES ONLY.

AMEREN ILLINOIS BELLEVILLE 65TH STREET SPUR (LINE 1586B) TAX ID NO. 08-20.0-300-003 ST. CLAIR COUNTY, ILLINOIS	1500 EASTPORT PLAZA DRIVE SUITE 200 COLLINSVILLE, IL 62234 618.345.8918 IL DESIGN FIRM # 184.004027
---	---

VOLKERT



Owner City of Belleville, Illinois
 County St. Clair
 Parcel No. 08-20.0-300-003

We order and direct the payment from Ameren Illinois for an Easement consisting of 0.505 acres located in St. Clair County, Illinois, as right of way for Ameren, for the total sum of Twelve Thousand Six Hundred Twenty-Five and No Dollars (\$12,625.00) to be distributed as follows:

Party and Interest	S.S.N. or E.I.N.	Amount
City of Belleville, Illinois		\$12,625.00

_____ Signature	_____ Signature
_____ Print Name	_____ Print Name
_____ Signature	_____ Signature
_____ Print Name	_____ Print Name

Date: _____

Possession and transfer of easement to Ameren Illinois occurs when Grantee delivers a payment to Grantor, in person or by mail, in the amount of the above stated consideration, unless provided herein. This Receipt, Closing Statement, Designation of Funds and conveyance documents are the entire and exclusive agreement between the parties and supersede any written or oral understanding, promise or agreement, directly or indirectly related to the purchase of the easement. The parties agree that any changes to this Receipt may only be made in writing and signed by the parties.

Receipt and Designation of the Funds, executed by these Grantors, is acknowledged.

Date

Negotiator for Ameren Illinois Company

If you have any questions or need additional information, please feel free to call Volkert, Inc. at 618.345.8918

Easement Amount	\$	_____
Damages Amount	\$	_____
Total	\$	_____
Detailed Damages Description _____		



Owner City of Belleville

County St. Clair

Parcel No. 08-20.0-300-003

Structure Num. 2 - 3

Address _____

Phone _____

Email _____

Please check all that apply

- Animals On Property _____ Locked Gate
- Endangered Species Present _____
- Fence Sprinkler System
- Septic System within the easement area
- Drain Tile _____
- Outbuilding NEAR or ON easement right of way. Type: _____
- Call number listed for accessing property: _____
- During hunting season please contact for safety. Hunting time frame: _____
- Specific clearing request: _____

*If no specific request is indicated, all vegetation within the easement area will be cut.

ROW Access request (Preferred route): _____

Other - please describe below

Signature

Signature

Print

Print

Date: _____

Special Conditions, executed by these Grantors, is acknowledged.

Date

Negotiator for Ameren Illinois Company

If you have any questions or need additional information, please feel free to call Volkert, Inc. at 618.345.8918

Trees on Property _____

Ameren Approval _____

Easement No. 8.01

Line Name-Number: Belleville 65th Street Spur - 1586B

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____	<input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) See instructions.		Requester's name and address (optional)
6 City, state, and ZIP code		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number											
				-			-				
or											
Employer identification number											
				-							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

123 W. Pearl Street
PO Box 190
Jerseyville, Illinois 62052
618.498.3503



allison.lorton@wittmanlortonlaw.com
marci.collins@preferredtitle.org
melanie.strebel@preferredtitle.org
bev.mourning@preferredtitle.org
www.preferredtitleandescrow.org

PPN:08-20.0-300-001 & 08-20.0-300-003

Binder # 0448PT

INFORMATIONAL TITLE REPORT

Original Print Date: December 13, 2019

- A.** Effective Date: **October 29, 2019**
- B.** The estate or interest in the land described or referred to in this Information Title Report is **Fee Simple**.
- C.** According to the St. Clair County Records, title to the estate or interest in the subject land is at the Effective Date vested in: **City of Belleville**.

Copy of Vesting Deed is attached.

- D.** The subject land is described as follows:

SEE ATTACHED EXHIBIT "A"

Prior Deed Reference: Document No. A02189193

Common Address: 701 S. 20th Street, Belleville, IL 62226 and
4811 Belleville Crossing St., Belleville, IL 62226

EXHIBIT "A"

Part of the Southwest Fractional Quarter (1/4) of Section Numbered Twenty (20), in Township Numbered One (1) North, Range Eight (8) West of the Third Principal Meridian, more particularly described as follows, to-wit:

Beginning at the Northwest corner of said Quarter Section, running thence South Ten (10) minutes East Twelve Hundred and Fifty-four and Two-tenths (1254.2) feet to a post on the right of way of the Illinois Central Railroad Company, thence South 71 degrees 40 minutes East along said right of way Seven Hundred and Seventy-One and one-tenth (771.1) feet to a stake at the intersection of said right of way with the Westerly boundary line of that tract of land formerly owned by the Grant Coal Company, thence North 20 degrees 30 minutes West, Four Hundred and Fifty-One and three tenths (541.3) feet to a stake, thence North 72 degrees 2 minutes East five hundred and eighteen and one-tenth (518.1) feet to a stake, thence South 1 degree 48 minutes East Four hundred and eighteen and one-tenth (418.1) feet to a stake, thence North 51 degrees 3 minutes East Seven Hundred and Eleven and nine-tenths (711.9) feet to a stake, thence South 30 degree 47 minutes East Sixty-one and Five Hundredths (61.05) feet to a stake, thence North 58 degrees 47 minutes East Ninety-four and one-tenth (94.1) feet to an iron rod, thence North 31 degrees 13 minute West One Hundred and Thirty-two (132) feet to a stake, thence North 58 degrees 35 minutes East Twenty-nine and fifteen hundredths (29.15) feet to a post, thence North 41 degrees 11 minutes West Nine Hundred and Ninety (990) feet to a stake, thence South 89 degrees 52 minutes West Eleven Hundred and Ninety-three and three-tenths (1193.3) feet to the place of beginning. Except coal, gas, and other mineral rights excepted or reserved in prior conveyances.

Excepting, therefrom that part conveyed to Northern Illinois Coal Corporation, an Illinois Corporation by Warranty Deed executed by St. Clair County Angler's Assn. a not-for-profit corporation, dated December 21, 1955 and recorded December 22, 1955 in Book 1387 on Page 634 as Instrument #825287, which is more particularly described as follows, to-wit:

A strip of land seventy-five (75) feet in width being ten (10) feet measured easterly at right angles and sixty-five (65) feet measured westerly at right angles of the following described reference line (said reference line being the centerline of the former St. Louis and Ohio River Railroad) as located over and across the fractional Southwest Quarter (SW ¼) of Section Twenty (20), in Township One (1) North, Range Eight (8) West, in St. Clair County, Illinois, said reference line being particularly described as follows:

Beginning at a point in the southwesterly line of Survey 717, two hundred ninety-one and four-tenths (291.4) feet Northwesterly from the most southerly corner of said Survey, and running thence South 29 degrees 39 minutes West, five hundred seventy-one (571) feet to a point; thence on a curve to the left having a radius of one thousand forty-six and twenty-eight one-hundredths (1146.28) feet, four hundred five (405) feet to a point in the northerly line of the Grant Coal company's former 7.57 acre tract, one hundred thirty-seven and six-tenths (137.6) feet westerly from the most northerly corner of said Grant Coal Company's former tract.

Excepting further, all that part of Lot Numbered Twenty-six (26), and part of Lot numbered Twenty-seven (27) in Section Twenty (20), Township One (1) North, Range Eight (8) West of the Third Principal Meridian; reference being had to the Plat thereof recorded in the Recorder's Office of St. Clair County, Illinois, in Book of Plats "A" on Page 185, described as follows, to-wit:

Commencing the Survey thereof at the point of intersection of the Northwesterly line of Richard Street, as laid out on Plat of Roosevelt Heights, recorded in the Recorder's Office of St. Clair County, Illinois in book of Plats "J" on page 27, with the Southwesterly line of U.S. Survey Numbered 746, Claim Numbered 2610, and running thence south 58 degrees 47 minutes West along said line of Richard Street, a distance of One Hundred and Forty-six and one-tenth (146.1) feet to the Northeasterly line of Roosevelt Avenue, thence North 30 degrees 47 minutes West, Sixty-one and five-hundredths (61.05) feet, thence South 51 degrees 03 minutes West, Thirty (30) feet, thence North 35 degrees 38 minutes West Three Hundred and Twenty-Two and three-tenths (322.3) feet, thence North 58 degrees 47 minutes East one Hundred and Thirty-five and Two-tenths (135.2) feet to the Southwesterly line of said Survey Numbered 746, thence South 40 degrees 47 minutes East along the southwesterly line of said Survey Numbered 746, a distance of Two Hundred and Fifty (250) feet to a point where the Southeasterly line of an alley fifteen (15) feet wide laid out on the Plat of Crystal Place, reference being had to the Plat thereof recorded in the Recorder's Office of St. Clair County, Illinois, in Book of Plats "I" on page 13, intersects the same, thence continuing south 40 degrees 47 minutes East along the Southwest line of said Survey Numbered 746 to the Point of Beginning.

Parcel II:

Part of Lots Twenty-Six (26) and Twenty-Seven (27) in the southwest quarter of Section Twenty (20), in Township One (1) North, Range Eight (8) West of the third Principal Meridian situated in the County of St. Clair and the State of Illinois, reference being had to the plat thereof recorded in the Recorder's Office of St. Clair County, Illinois in Book of Plats "A" on page 185, described as follows, to-wit:

Commencing South 35 degrees 30 minutes West 728 feet 8 inches from the Westerly corner of U.S. Survey 746, Claim No. 2610; thence running South 75 degrees 15 minutes West 518 feet 1 inch; thence South 18 degrees 30 minutes East 453 feet 3 inches; thence south 72 degrees 30 minutes East 397 feet; thence North 31 degrees East 294 feet; thence North 20 degrees 45 minutes West 440.88 feet to the place of beginning.

Except coal, gas and other mineral rights excepted or reserved in prior conveyances.

Excepting, further, a tract of land 100 feet in width, being 50 feet on each side of a centerline described as follows:

Beginning on the North line of the above-described 6.57 acre tract 143.5 feet Westerly from the most northerly corner of the said 6.57 acre tract, and running southerly on a curve to the left having a radius of 1146.28 feet to the northerly line of the Illinois Central Railroad Company's

right-of-way, which point is 100 feet northwesterly from the most southerly corner of the said 6.57 acres tract.

INFORMATIONAL TITLE REPORT

(ITEMS OF RECORD)

The following items are disclosed by the public records of the County of St. Clair County, Illinois, and are being shown for informational purposes only:

A. All assessments and taxes for the year 2018 and 2019 and all subsequent years for 08-20.0-300-001.

First installment of 2018 taxes in the amount of \$0.00 is PAID.

Second installment of the 2018 taxes in the amount of \$0.00 is PAID.

Taxes for all prior years have been paid. Taxes for 2019 and thereafter are not yet due and payable.

Address and Parcel I.D. No. are subject to change by County authorities. Tax assessment reduced by the Homestead Exemption in the amount of \$0.00, Senior Citizens' Homestead Exemption in the amount of \$0.00, and the Senior Citizens' Assessment Freeze Homestead Exemption in the amount of \$0.00.

Aerial Map is Attached

Tax Sheet is Attached

B. Ordinance No. 6716, an ordinance annexing certain territory to the City of Belleville, Illinois, recorded April 14, 2005 in Book 4165 at Page 1610 as Document No. A01903305.

C. Resolution No. 2691, a resolution approving and directing the execution of an annexation agreement with Bob Calhoun recorded October 7, 2005 in Book 4246 at Page 932 as Document No. A01938790.

D. Mortgage dated November 3, 2009 and recorded November 17, 2009 as Document No. A02189194, given by City of Belleville, an Illinois municipal corporation, to Calhoun Construction, Inc., to secure a promissory note in the amount of \$800,000.00 and such other sums as provided therein. NOT RELEASED OF RECORD.

E. Easement – Gas Pipeline dated September 22, 2010 and recorded September 29, 2010 as Document No. A02233083, granted by City of Belleville, as grantor, to Illinois Power Company, d/b/a AmerenIP, an Illinois corporation, as grantee.

F. Easement (Electric Line) dated December 5, 2012 and recorded December 13, 2012 as Document No. A02343929, granted by the City of Belleville, an Illinois Municipal Corporation, as grantor, to Ameren Illinois Company d/b/a Ameren Illinois, an Illinois corporation, as grantee.

G. Easement (Underground Electric) dated December 5, 2012 and recorded December 13, 2012 as Document No. A02343930, granted by City of Belleville, an Illinois Municipal Corporation, as grantor, to Ameren Illinois Company d/b/a Ameren Illinois, an Illinois corporation, as grantee.

H. Illinois Department of Commerce & Economic Opportunity Certification of Enterprise Zone dated December 17, 2015 and recorded December 23, 2015 as Document No. A02479731.

I. Illinois Department of Commerce & Economic Opportunity Certification of Enterprise Zone dated August 24, 2018 and recorded August 1, 2019 as Document No. A02621212.

J. Rights of the public or quasi-public utility companies in and to any portion of the land used for utility purposes.

K. Rights of the public, the State of Illinois and the municipality in and to that part of the land, if any, taken or used for road purposes.

L. NOTE: This report pursuant hereto should not be construed to insure any interest in any manufactured housing unit located on the premises. No search has been made of records relating to liens which affect personal property to determine if liens affect any such manufactured housing unit.

M. ATTENTION: NO SEARCH HAS BEEN MADE FOR ANY DOCUMENTS IN THE CHAIN OF TITLE WHICH HAVE BEEN RECORDED 30 YEARS PRIOR TO THE EFFECTIVE DATE OF THIS REPORT AND THEREFORE NO REFERENCE HAS BEEN MADE TO ANY DOCUMENTS RECORDED PRIOR TO THIS 30 YEAR SEARCH START DATE.

Liability under this report is limited to the fee paid herefor.

THIS IS NOT A TITLE INSURANCE POLICY, GUARANTEE OR OPINION OF TITLE AND SHOULD NOT BE RELIED UPON AS SUCH. NO LIABILITY IS ASSUMED HEREBY WITH REGARD TO SAID CONDITION OF TITLE.

Very truly yours,

PREFERRED TITLE & ESCROW, INC.

By 

Old Title & Escrow
File# TLC2326OT

PREPARED BY:
Thomas A. LeChien
120 West Main, Suite 120
Belleville, IL 62220

MAIL TAX BILL TO:
City of Belleville
101 South Illinois Street
Belleville, IL 62220

MAIL RECORDED DEED TO:
Thomas A. LeChien
120 West Main, Suite 120
Belleville, IL 62220

TLC2326 OT



A02189193
MICHAEL T. COSTELLO
RECORDER OF DEEDS
BELLEVILLE, IL
RECORDED ON
11/17/2009 09:59:31AM
TOTAL FEE: \$20.00
PAGES: 3

SPECIAL WARRANTY DEED

THE GRANTOR, Calhoun Construction, Inc. formerly Calhoun Construction Management, Inc., of the City of Belleville, State of Illinois, a corporation organized and existing under the laws of the State of Illinois, for and in consideration of Ten Dollars (\$10.00) and other good and valuable considerations, in hand paid, GRANTS, CONVEYS AND SELLS to City of Belleville, of 101 South Illinois Street, Belleville, Illinois 62220, all interest in the following described real estate situated in the County of ST. CLAIR, State of Illinois, to wit:

20- Parcel 1:

Part of the Southwest Fractional quarter (1/4) of Section Numbered Twenty (20), in Township Numbered One (1) North, Range Eight (8) West of the Third Principal Meridian, more particularly described as follows, to-wit:

Beginning at the Northwest corner of said Quarter Section, running thence South Ten (10) minutes East Twelve Hundred and Fifty-four and Two-tenths (1254.2) feet to a post on the right of way of the Illinois Central Railroad Company,

thence South 71 degrees 40 minutes East along said right of way Seven Hundred and Seventy-One and one-tenth (771.1) feet to a stake at the intersection of said right of way with the Westerly boundary line of that tract of land formerly owned by the Grant Coal Company,

thence North 20 degrees 30 minutes West, Four Hundred and Fifty-one and three tenths (451.3) feet to a stake,

thence North 72 degrees 2 minutes East five hundred and Eighteen and one-tenth (518.1) feet to a stake,

thence South 1 degrees 48 minutes East Four Hundred and Eighteen and one-tenth (418.1) feet to a stake,

thence North 51 degrees 3 minutes East Seven Hundred and Eleven and nine-tenths (711.9) feet to a stake,

thence South 30 degrees 47 minutes East Sixty-one and Five Hundredths (61.05) feet to a stake,

thence North 58 degrees 47minutes East Ninety-four and one-tenth (94.1) feet to an iron rod,

thence North 31 degrees 13 minutes West One Hundred and Thirty-two (132) feet to a stake,

thence North 58 degrees 35 minutes East Twenty-nine and fifteen hundredths (29.15) feet to a post,

thence North 41 degrees 11 minutes West Nine Hundred and Ninety (990) feet to a stake,

thence South 89 degrees 52 minutes West Eleven Hundred and Ninety-three and Three-tenths (1193.3) feet to the place of beginning.

Except coal, gas and other mineral rights excepted or reserved in prior conveyances.

APPROPRIATE MAPPING & PLATTING
DIRECTOR
SUBJECT TO ZONING REGULATIONS

Excepting, therefrom that part conveyed to Northern Illinois Coal Corporation, an Illinois Corporation by Warranty Deed executed by St. Clair County Angler's Assn. a not-for-profit corporation, dated December 21, 1955 and recorded December 22, 1955 in Book 1387 on Page 634 as Instrument #825287, which is more particularly described as follows, to-wit:

A strip of land seventy-five (75) feet in width being ten (10) feet measured easterly at right angles and sixty-five (65) feet measured westerly at right angles of the following described reference line (said reference line being the centerline of the former St. Louis and Ohio River Railroad) as located over and across the fractional Southwest Quarter (SW ¼) of Section Twenty (20), in Township One (1) North, Range Eight (8) West, in St. Clair County, Illinois, said reference line being particularly described as follows:

Beginning at a point in the southwesterly line of Survey 717, two hundred ninety-one and four-tenths (291.4) feet Northwesterly from the most southerly corner of said Survey, and running thence South 29 degrees 39 minutes West, five hundred seventy-one (571) feet to a point; thence on a curve to the left having a radius of one thousand forty-six and twenty-eight one-hundredths (1146.28) feet, four hundred five (405) feet to a point in the northerly line of the Grant Coal company's former 7.57 acre tract, one hundred thirty-seven and six-tenths (137.6) feet westerly from the most northerly corner of said Grant Coal Company's former tract.

Excepting further, all that part of Lot Numbered Twenty-six (26), and part of Lot numbered Twenty-seven (27) in Section Twenty (20), Township One (1) North, Range Eight (8) West of the Third Principal Meridian; reference being had to the Plat thereof recorded in the Recorder's Office of St. Clair County, Illinois, in Book of Plats "A" on Page 185, described as follows, to-wit:

Commencing the Survey thereof at the point of intersection of the Northwesterly line of Richard Street, as laid out on Plat of Roosevelt Heights, recorded in the Recorder's Office of St. Clair County, Illinois in book of Plats "J" on page 27, with the Southwesterly line of U.S. Survey Numbered 746, Claim Numbered 2610, and running thence south 58 degrees 47 minutes West along said line of Richard Street, a distance of One Hundred and Forty-six and one-tenth (146.1) feet to the Northeasterly line of Roosevelt Avenue,

thence North 30 degrees 47 minutes West, Sixty-one and five-hundredths (61.05) feet,

thence South 51 degrees 03 minutes West, Thirty (30) feet, thence North 35 degrees 38 minutes West Three Hundred and Twenty-two and three-tenths (322.3) feet,

thence North 58 degrees 47 minutes East one Hundred and Thirty-five and Two-tenths (135.2) feet to the Southwesterly line of said Survey Numbered 746,

thence South 40 degrees 47 minutes East along the southwesterly line of said Survey Numbered 746, a distance of Two Hundred and Fifty (250) feet to a point where the Southeasterly line of an alley fifteen (15) feet wide laid out on the Plat of Crystal Place, reference being had to the Plat thereof recorded in the Recorder's Office of St. Clair County, Illinois, in Book of Plats "I" on page 13, intersects the same,

thence continuing south 40 degrees 47 minutes East along the Southwest line of said Survey Numbered 746 to the Point of Beginning.

Parcel II:

Part of Lots Twenty-Six (26) and Twenty-Seven (27) in the southwest quarter of Section Twenty (20), in Township One (1) North, Range Eight (8) West of the third Principal Meridian situated in the County of St. Clair and the State of Illinois, reference being had to the plat thereof recorded in the Recorder's Office of St. Clair County, Illinois in Book of Plats "A" on page 185, described as follows, to-wit:

Commencing South 35 degrees 30 minutes West 728 feet 8 inches from the Westerly corner of U.S. Survey 746, Claim No. 2610;

thence running South 75 degrees 15 minutes West 518 feet 1 inch; thence South 18 degrees 30 minutes East 453 feet 3 inches;

thence south 72 degrees 30 minutes East 397 feet; thence North 31 degrees East 294 feet;

thence North 20 degrees 45 minutes West 440.88 feet to the place of beginning.

Except coal, gas and other mineral rights excepted or reserved in prior conveyances.

Excepting, further, a tract of land 100 feet in width, being 50 feet on each side of a centerline described as follows:

Parcel Information Report
ST. CLAIR County
08-20.0-300-001

Parcel No	Township	Tax Code	Property Class	Land Use	1977 Base Value	Senior Freeze Year
08-20.0-300-001	BELLEVILLE	02017	0090	0090	20,627	
Alternate Parcel No	Homesite Acres	Farm Acres	Gross Acres	TIF Base	EZone Parcel	Senior Freeze Value
	36.3500	0.0000	36.3500	40,344	NO	0
Parcel Status	Activation Year	Lot Dimension		Level Activated		
Active						

Owner Name and Address	Total Value	0
CITY OF BELLEVILLE	HIE Exemption -	0
101 S ILLINOIS ST	State Multiplier x	.0000
BELLEVILLE, IL 62220-2105	State Equalized =	0
	Senior Freeze -	0

Alternate Name and Address	Owner Occupied -	0
	Senior Exemption -	0
	Drainage Exmpt -	0

Parcel Sales	Document Number	Date of Sale	Gross Selling Price	Net Selling Price	Valid Sale	Vet / Disability -	0
	A02189193	11/03/2009	\$1,000,000.00	\$1,000,000.00	N	Net Taxable Value =	0
						Tax Rate x	.0000
						EZ Abatement -	0.00
						Drainage +	0.00
						Total Tax Due =	\$.00

Site Address 701 S 20TH ST
 BELLEVILLE, IL 62226-0000

Legal Description
 BELLEVILLE TWP SEC 20
 LOT/SEC-20-SUBL/TWP-1N-BLK/RG-8W PT LOT 26 PT
 SW A02189193

	<u>1st Installment</u>	<u>2nd Installment</u>	<u>Totals</u>
<i>Tax Billed</i>	\$0.00	\$0.00	\$0.00
<i>Penalty Billed</i>	\$0.00	\$0.00	\$0.00
<i>Cost Billed</i>	\$0.00	\$0.00	\$0.00
<i>Drainage Billed</i>	\$0.00	\$0.00	\$0.00
Total Billed	\$0.00	\$0.00	\$0.00
<i>Amount Paid</i>	\$0.00	\$0.00	\$0.00
Total Unpaid	\$0.00	\$0.00	\$0.00
<i>Date Paid</i>			
<i>Batch Number</i>			
<i>Receipt No.</i>			
<i>Cashier Code</i>			
<i>TPA</i>			
<i>Paid by</i>			
<i>Status</i>			

DISTRIBUTION

ST CLAIR CO OTHER	SWIC DIST #522	
BELLEVILLE DIST #118	BELLEVILLE HS #201	
CITY OF BELLVLE LIB	ROUTE 15 CORRIDOR	\$0.00
BELLEVILLE TWP	CITY OF BELLEVILLE	

Parcel Information Report
ST. CLAIR County
08-20.0-300-003

Parcel No	Township	Tax Code	Property Class	Land Use	1977 Base Value	Senior Freeze Year
08-20.0-300-003	BELLEVILLE	02017	0090	9000	801	
Alternate Parcel No	Homesite Acres	Farm Acres	Gross Acres	TIF Base	EZone Parcel	Senior Freeze Value
	5.1000	0.0000	5.1000	1,439	NO	0
Parcel Status	Activation Year	Lot Dimension	Level Activated			
Active						

Owner Name and Address	Total Value	0
CITY OF BELLEVILLE	HIE Exemption -	0
101 S ILLINOIS ST	State Multiplier x	.0000
BELLEVILLE, IL 62220-2105	State Equalized =	0
	Senior Freeze -	0

Alternate Name and Address	Owner Occupied -	0
	Senior Exemption -	0
	Drainage Exmpt -	0

Parcel Sales	Veteran Freeze -	0
	Historic Freeze -	0
	Vet / Disability -	0
	Net Taxable Value =	0
	Tax Rate x	.0000
	EZ Abatement -	0.00
	Drainage +	0.00
	Total Tax Due =	\$0.00

Legal Description
 BELLEVILLE TWP SEC 20
 LOT/SEC-20-SUBL/TWP-1N-BLK/RG-8W PT LT 27 PT
 SW A02189193

	<u>1st Installment</u>	<u>2nd Installment</u>	<u>Totals</u>
<i>Tax Billed</i>	\$0.00	\$0.00	\$0.00
<i>Penalty Billed</i>	\$0.00	\$0.00	\$0.00
<i>Cost Billed</i>	\$0.00	\$0.00	\$0.00
<i>Drainage Billed</i>	\$0.00	\$0.00	\$0.00
Total Billed	\$0.00	\$0.00	\$0.00
<i>Amount Paid</i>	\$0.00	\$0.00	\$0.00
Total Unpaid	\$0.00	\$0.00	\$0.00
<i>Date Paid</i>			
<i>Batch Number</i>			
<i>Receipt No.</i>			
<i>Cashier Code</i>			
<i>TPA</i>			
<i>Paid by</i>			
<i>Status</i>			

DISTRIBUTION

ST CLAIR CO OTHER	SWIC DIST #522	
BELLEVILLE DIST #118	BELLEVILLE HS #201	
CITY OF BELLVLE LIB	ROUTE 15 CORRIDOR	\$0.00
BELLEVILLE TWP	CITY OF BELLEVILLE	



July 08, 2020

City of Belleville, Illinois
101 S. Illinois St.
Belleville, IL 62220

EASEMENT UPGRADE REQUEST
TRANSMISSION LINE Belleville 17th Street Spur

Tax ID No(s): 08-20.0-401-040
Easement No.: 96.01

Dear Property Owner,

To meet our commitment to provide customers safe and reliable service, Ameren Illinois seeks to define the easement along the Belleville 17th Street Spur overhead electric transmission line. This existing 1.2-mile corridor passes through St. Clair County in Illinois, including property you own.

The proposed easement would define the right-of-way easement to 100 feet. Ameren Illinois is seeking to define the right-of-way easement so that we can prevent trees and vegetation from compromising existing transmission lines. The easement simply defines the protective space around these lines so that the reliability of the lines can be improved.

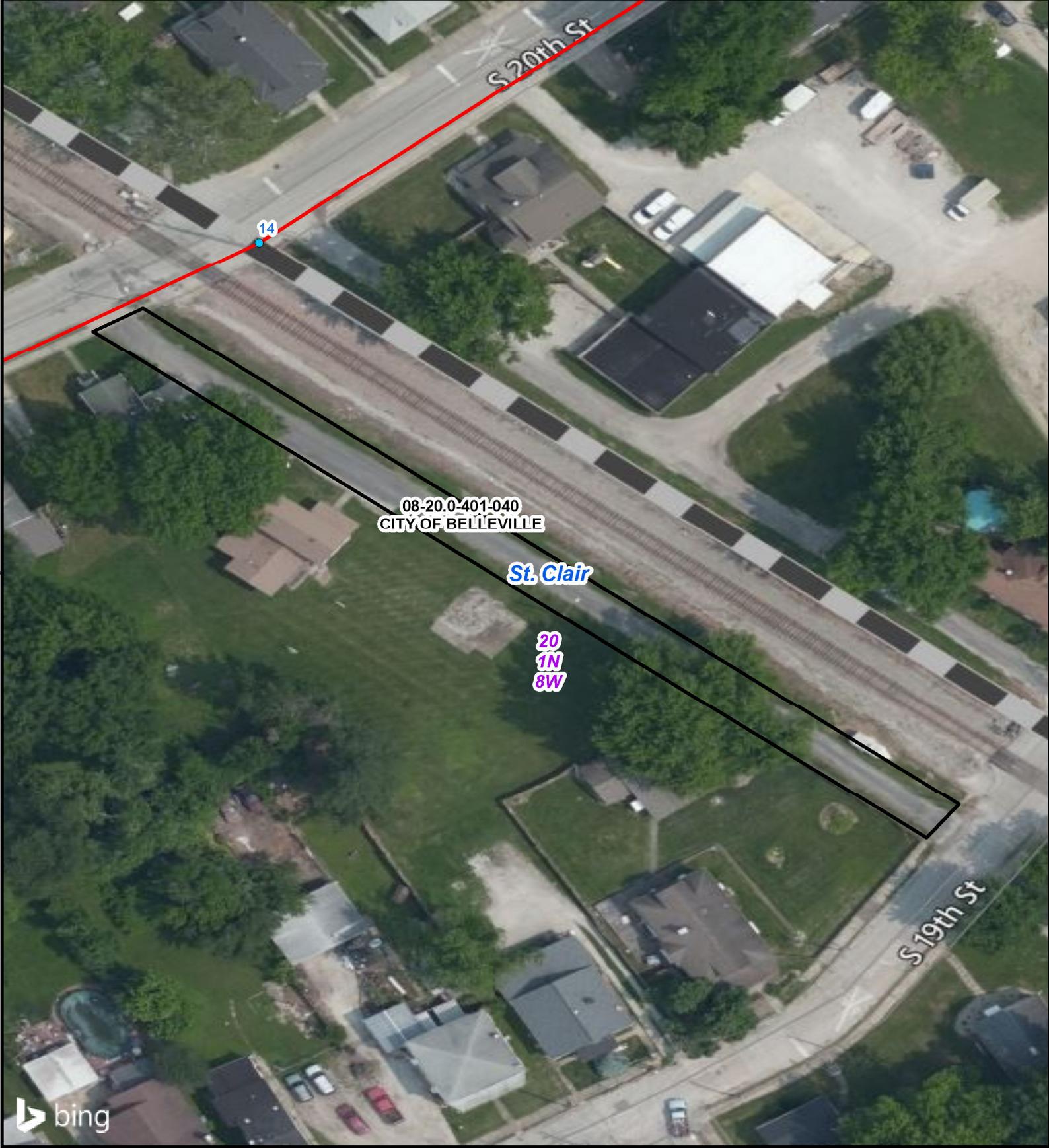
You will soon be contacted by a representative to discuss our proposal to purchase the defined right of way easement on property you own in St. Clair County. Ameren Illinois will offer property owners current market value for the area impacted by the easement expansion. If an agreement cannot be reached with a property owner, the existing right-of-way will remain as-is.

Ameren Illinois has hired Volkert, Inc., to represent us in negotiating with local land owners. A Volkert representative will contact you in the near future to arrange a convenient time to discuss our proposal in detail. If you would like to contact us sooner to schedule an appointment, Teresa McClure can be reached by phone at 618.345.8918 or via email at ameren.info@volkert.com.

We look forward to working with you. Thank you for your time.

Sincerely,

Tara B. Green
Senior Real Estate Agent



bing



Belleville 17th Spur

08-20.0-401-040

- Structures
- Substations
- Transmission Line
- Parcels
- IL Counties
- PLSS

This area to be used for recording information only.

Agreement ID: _____

Project ID: _____

Line Name: Belleville 17th Street Spur

TRANSMISSION EASEMENT

(Illinois)

For and in consideration of the sum of Ten and No/100ths Dollars (\$10.00), the receipt and sufficiency of which is hereby acknowledged, and other good and valuable consideration which Grantee promises to pay within ninety (90) days from (i) the Effective Date or (ii) the release of, or subordination to, this Easement by the holders of any liens or encumbrances of record, whichever date is later, City of Belleville, Illinois, a municipal corporation, its successors and assigns, hereinafter referred to as Grantor, whether one or more and whether an individual, individuals, or a corporation does hereby grant, bargain, sell, warrant, convey, and confirm unto AMEREN ILLINOIS COMPANY D/B/A AMEREN ILLINOIS, its successors and assigns, hereinafter referred to as Grantee, a perpetual Easement, with the right, privilege, and authority of Grantee, its agents, contractors, and subcontractors, to survey, stake, construct, reconstruct, erect, place, keep, operate, maintain, repair, inspect, patrol, renew, add to the number of and relocate at will, at any time, and from time to time, a line or lines consisting of towers, poles, conduits, and appurtenances, crossarms, wires, cables, transformers, anchors, guy wires, foundations, footings, and any other necessary fixtures, equipment, and appurtenances for the purpose of transmitting electric energy or other power, and for telecommunications, in, on, upon, along, over, through, across, and under the following-described lands situated in St. Clair County, Illinois.

08-20.0-401-040

The location or footprint of said Easement being more particularly and legally described and depicted on Exhibit "A" attached hereto and made a part hereof (the "Easement Area").

Together with the perpetual right, permission, privilege, and authority in Grantee, its agents, contractors, and subcontractors to: Trim, cut, clear, or remove, at any time and by any means, within or on either side of the Easement Area or the premises of the Grantor adjoining the same, any trees, brush, and obstructions which, in the judgment of Grantee, may endanger the safety of or interfere with Grantee's exercise of the rights herein conveyed; to use reasonable working space adjacent to said Easement Area during construction, reconstruction, operation, maintenance, repair, renewal, or removal of Grantee's facilities; to remove, at Grantee's option at any time, any or all of Grantee's facilities erected in, on, upon, over, and under the herein described Easement Area; and the right of ingress and egress to, from, and over the herein described Easement Area and any of the adjoining lands of the Grantor at any and all times for doing anything necessary or convenient in the exercise of the rights herein conveyed or to access Easements on adjoining parcels.

The Grantor agrees that it will not erect any building or structure or create or permit any hazard or obstruction of any kind or character which, in the judgment of Grantee, will interfere with Grantee's exercise of the rights herein conveyed.

The Grantor warrants and covenants unto Grantee that, subject to liens and encumbrances of record at the date of this Easement, it is the owner of the above-described land and has the full right and authority to grant this Easement, and that Grantee may quietly enjoy the premises for the uses set forth above.

The Grantee shall be responsible for actual damages occurring to the Easement Area or other premises of the Grantor as a result of Grantee's exercise of the rights herein conveyed (except the trimming, cutting, clearance, or removal of trees, brush, and other obstructions) and shall, in Grantee's sole discretion, either repair and restore or reimburse the owner thereof for such loss or damages.

This Easement shall be governed by the laws of the State of Illinois.

TO HAVE AND TO HOLD the Easement aforesaid, with all and singular the rights, privileges, appurtenances, and immunities thereto belonging or in anywise appertaining unto said Grantee, its successors, assigns, agents, contractors, and subcontractors, forever.

This Easement conveyance shall run with the land and shall be binding upon the parties hereto, their heirs, successors, executors, administrators, and assigns.

The Grantor hereby releases and waives all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

IN WITNESS WHEREOF, the said Grantor has hereunto caused this Easement to be signed this [redacted] day of [redacted], 20 [redacted].

By: _____
Signature

Name: City of Belleville, Illinois, a municipal corporation

Title: _____

ALL PURPOSE ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } ss

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for said State, personally appeared (print or type names):

to me known to be the person described in and who executed the foregoing instrument and acknowledged that he/she/they executed the same as his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

Capacity Claimed By Signator(s)			
<input type="checkbox"/> Individual(s)	<input type="checkbox"/> Corporate	<input type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Partner(s)
<input type="checkbox"/> Trustee(s)	<input type="checkbox"/> Title(s) of Officer(s):	<input type="checkbox"/> Member(s)/Manager(s):	<input type="checkbox"/> Limited Partnership
<input type="checkbox"/> Executor(s)	_____	_____	<input type="checkbox"/> General Partnership
<input type="checkbox"/> Administrator(s)	_____	_____	<input type="checkbox"/> Other (Specify Below):
<input type="checkbox"/> Attorney-In-Fact	_____	_____	_____
<input type="checkbox"/> Conservator(s)	_____	_____	_____
<input type="checkbox"/> Guardian(s)	_____	_____	_____

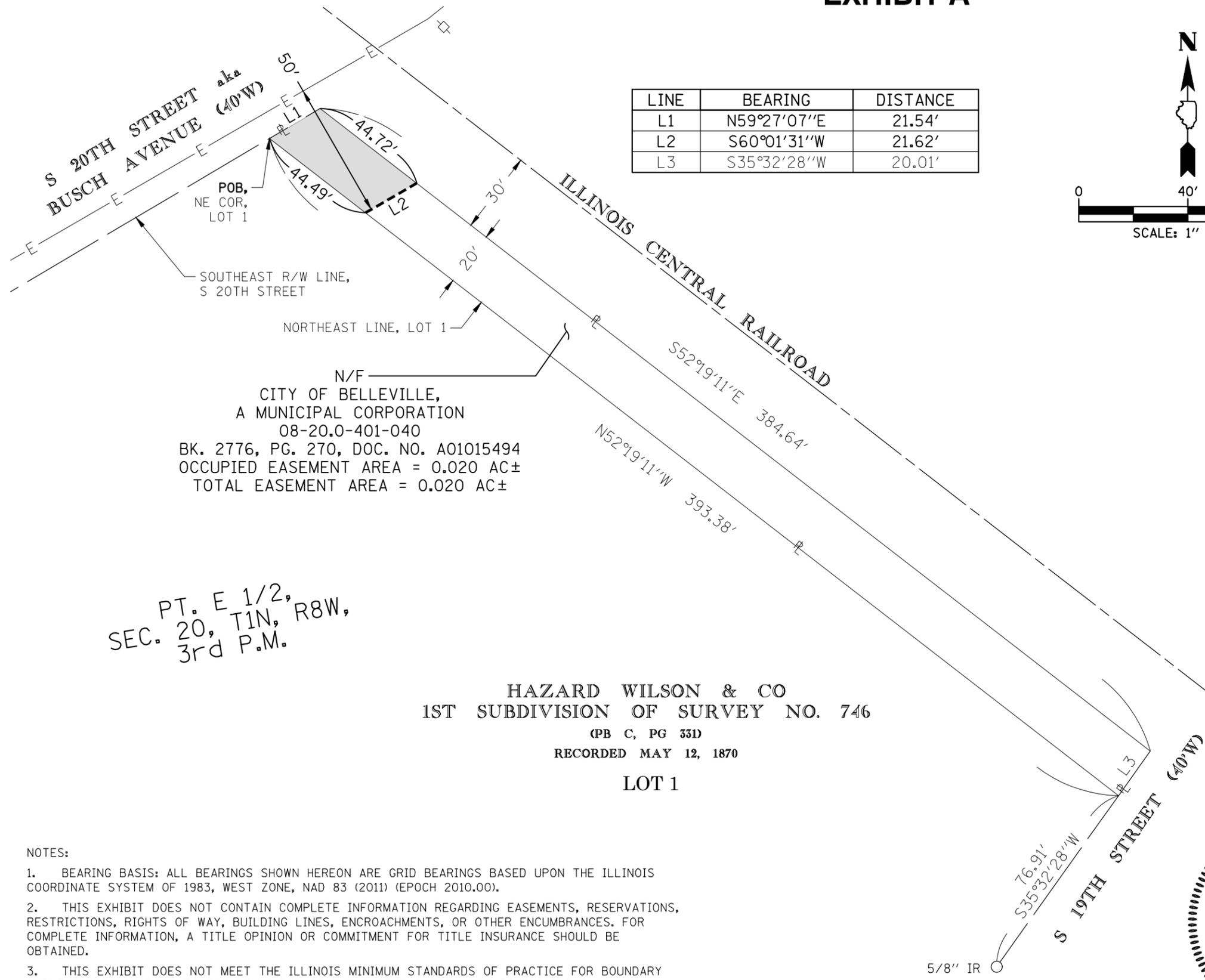
My Commission Expires

Notary Public

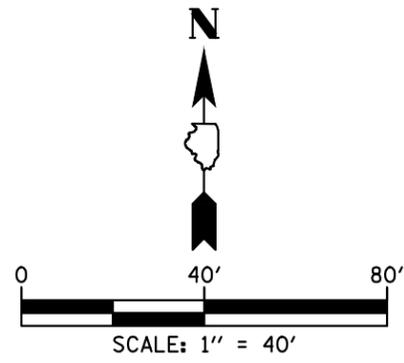
Prepared by: Volkert, Inc. - Morgan Hobbs
1500 Eastport Plaza Dr., Suite 200
Collinsville, IL 62234

Return to: Volkert, Inc. - Teresa McClure
1500 Eastport Plaza Dr., Suite 200
Collinsville, IL 62234

"EXHIBIT A"



LINE	BEARING	DISTANCE
L1	N59°27'07"E	21.54'
L2	S60°01'31"W	21.62'
L3	S35°32'28"W	20.01'



LEGEND	
	PARCEL LINE
	RIGHT OF WAY LINE
	TRANSMISSION LINE 1586A
	EXISTING RAILROAD CENTERLINE
	OCCUPIED EASEMENT LINE
	TRANSMISSION LINE STRUCTURE
	IRON ROD FOUND
	POINT OF BEGINNING
	OCCUPIED EASEMENT AREA

POB, NE COR, LOT 1

SOUTHEAST R/W LINE, S 20TH STREET

NORTHEAST LINE, LOT 1

N/F

CITY OF BELLEVILLE,
A MUNICIPAL CORPORATION
08-20.0-401-040
BK. 2776, PG. 270, DOC. NO. A01015494
OCCUPIED EASEMENT AREA = 0.020 AC±
TOTAL EASEMENT AREA = 0.020 AC±

EASEMENT LEGAL DESCRIPTION:
THAT PART OF THE EAST HALF OF SECTION 20, TOWNSHIP 1 NORTH, RANGE 8 WEST OF THE THIRD PRINCIPAL MERIDIAN, ST. CLAIR COUNTY, ILLINOIS DESCRIBED AS FOLLOWS:

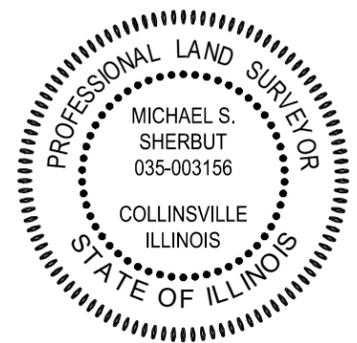
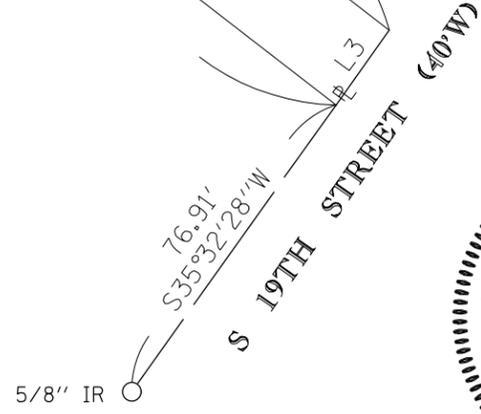
BEGINNING AT THE NORTHEAST CORNER OF LOT 1 OF HAZARD WILSON & CO 1ST SUBDIVISION OF SURVEY NO. 746, AS PER PLAT RECORDED IN THE ST. CLAIR COUNTY RECORDER'S OFFICE IN PLAT BOOK "C", PAGE 331; THENCE NORTH 59 DEGREES 27 MINUTES 07 SECONDS EAST, ALONG THE SOUTHEAST RIGHT OF WAY LINE OF SOUTH 20TH STREET (40'W), 21.54 FEET TO THE INTERSECTION WITH A LINE BEING 20 FEET NORTHEASTERLY OF THE NORTHEAST LINE OF SAID LOT 1, AS MEASURED AT RIGHT ANGLES FROM SAID LINE; THENCE SOUTH 52 DEGREES 19 MINUTES 11 SECONDS EAST, ALONG SAID LINE BEING 20 FEET NORTHEASTERLY OF THE NORTHEAST LINE OF SAID LOT 1, 44.72 FEET; THENCE SOUTH 60 DEGREES 01 MINUTE 31 SECONDS WEST, 21.62 FEET TO SAID NORTHEAST LINE OF LOT 1; THENCE NORTH 52 DEGREES 19 MINUTES 11 SECONDS WEST, ALONG SAID NORTHEAST LINE, 44.49 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 0.020 ACRES, MORE OR LESS, OF WHICH 0.020 ACRES, MORE OR LESS, HAS BEEN PREVIOUSLY OCCUPIED FOR EASEMENT PURPOSES.

PT. E 1/2,
SEC. 20, T1N, R8W,
3rd P.M.

HAZARD WILSON & CO
1ST SUBDIVISION OF SURVEY NO. 746
(PB C, PG 331)
RECORDED MAY 12, 1870
LOT 1

- NOTES:
1. BEARING BASIS: ALL BEARINGS SHOWN HEREON ARE GRID BEARINGS BASED UPON THE ILLINOIS COORDINATE SYSTEM OF 1983, WEST ZONE, NAD 83 (2011) (EPOCH 2010.00).
 2. THIS EXHIBIT DOES NOT CONTAIN COMPLETE INFORMATION REGARDING EASEMENTS, RESERVATIONS, RESTRICTIONS, RIGHTS OF WAY, BUILDING LINES, ENCROACHMENTS, OR OTHER ENCUMBRANCES. FOR COMPLETE INFORMATION, A TITLE OPINION OR COMMITMENT FOR TITLE INSURANCE SHOULD BE OBTAINED.
 3. THIS EXHIBIT DOES NOT MEET THE ILLINOIS MINIMUM STANDARDS OF PRACTICE FOR BOUNDARY SURVEYS WITH RESPECT TO THE REMAINDER OF THE PARENT PARCEL. THE DIMENSIONS THAT ARE SHOWN FOR THE REMAINDER OF THE PARENT PARCEL ARE FOR INFORMATIONAL PURPOSES ONLY.
 4. DOCUMENTS, DEED BOOKS, AND/OR VOLUMES SHOWN HEREON ARE PER THE ST. CLAIR COUNTY ILLINOIS RECORDS.
 5. FIELD SURVEY WAS COMPLETED JANUARY OF 2020.



Michael S. Sherbut 06-26-2020

MICHAEL S. SHERBUT
ILLINOIS PROFESSIONAL LAND SURVEYOR
#035.003156
LICENSE EXPIRES 11/30/2020

AMEREN ILLINOIS
BELLEVILLE 17TH STREET SPUR (1586A)
TAX ID NO. 08-20.0-401-040
ST. CLAIR COUNTY, ILLINOIS

VOLKERT
1500 EASTPORT PLAZA DRIVE
SUITE 200
COLLINSVILLE, IL 62234
618.345.8918
IL DESIGN FIRM # 184.004027



Owner City of Belleville, Illinois
County St. Clair
Parcel No. 08-20.0-401-040

We order and direct the payment from Ameren Illinois for an Easement consisting of 0.020 acres located in St. Clair County, Illinois, as right of way for Ameren, for the total sum of Five Hundred and No Dollars (\$500.00) to be distributed as follows:

Table with 3 columns: Party and Interest, S.S.N. or E.I.N., Amount. Row 1: City of Belleville, Illinois, [blank], \$500.00

Signature lines for Party and Interest and S.S.N. or E.I.N. columns.

Date: [blank]

Possession and transfer of easement to Ameren Illinois occurs when Grantee delivers a payment to Grantor, in person or by mail, in the amount of the above stated consideration, unless provided herein.

Receipt and Designation of the Funds, executed by these Grantors, is acknowledged.

Date Negotiator for Ameren Illinois Company

If you have any questions or need additional information, please feel free to call Volkert, Inc. at 618.345.8918

Table with 2 columns: Description, Amount. Rows: Easement Amount, Damages Amount, Total, Detailed Damages Description



Owner City of Belleville, Illinois, a municipal corporation

County St. Clair

Parcel No. 08-20.0-401-040

Structure Num. 13 - 14

Address _____

Phone _____

Email _____

Please check all that apply

- Animals On Property _____ Locked Gate
- Endangered Species Present _____
- Fence _____ Sprinkler System
- Septic System within the easement area
- Drain Tile _____
- Outbuilding NEAR or ON easement right of way. Type: _____
- Call number listed for accessing property: _____
- During hunting season please contact for safety. Hunting time frame: _____
- Specific clearing request: _____

*If no specific request is indicated, all vegetation within the easement area will be cut.

ROW Access request (Preferred route): _____

Other - please describe below

Signature

Signature

Print

Print

Date: _____

Special Conditions, executed by these Grantors, is acknowledged.

Date

Negotiator for Ameren Illinois Company

If you have any questions or need additional information, please feel free to call Volkert, Inc. at 618.345.8918

Trees on Property _____

Ameren Approval _____

Easement No. 96.01

Line Name-Number: Belleville 17th Street Spur - 1586A

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____	<input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) See instructions.		Requester's name and address (optional)
6 City, state, and ZIP code		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number											
				-			-				
or											
Employer identification number											
				-							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

File No: 1916576BMT
Customer File No: Belleville 17th Street Spur - 1586A
PPN: 08-20.0-223-016; PPN: 08-20.0-402-020 &
PPN: 08-20.0-401-040

Benchmark Title Company, LLC
1124 Hartman Lane; Suite 110
Shiloh, IL 62221
Phone: 618-239-3750

INFORMATIONAL TITLE REPORT

Original, Print Date: January 15, 2020

- A.** Effective Date: **January 9, 2020 @ 8:00AM**
- B.** The estate or interest in the land described or referred to in this Report is **Fee Simple**
- C.** According to the St. Clair County Records, title to the estate or interest in the subject land is at the Effective Date vested in:

City of Belleville, a municipal corporation

Click here for a copy of [Vesting Deed](#)

- D.** The subject land is described as follows:
SEE ATTACHED EXHIBIT "A"

Prior Deed Reference: Book 2776 page 270 as Document No. A01015494

Benchmark Title Company, LLC

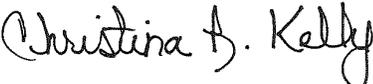
By: 

Exhibit A

File No: 1916576BMT

Parcel 1:

A tract of land in the E 1/2 of Section 20, Township 1 North, Range 8 West in the 3rd P.M. at Belleville, St. Clair County, Illinois beginning at the intersection of the West line of 20th Street and the North line of Grantor's 100 foot wide right of way; thence northwesterly along said right of way line 730 feet; thence southwesterly at right angle 17 feet; thence southeasterly along a line that lies parallel with and 33 feet northerly from the centerline of Grantor's main tract, 722 feet more or less to the West line of 20th Street; thence northeasterly 18 feet more or less to the point of beginning.

Parcel 2:

A tract of land in the E 1/2 of Section 20, Township 1 North, Range 8 West in the 3rd P.M. at Belleville, St. Clair County, Illinois beginning at the point of intersection of the East line of 20th Street and the North line of Grantor's 100 foot wide right of way; thence southeasterly along said right of way line 340 feet more or less to the West line of 19th Street; thence southwesterly along said West line 18 feet more or less to a line that lies parallel with and 33 feet northerly from the centerline of Grantor's main tract; thence northwesterly along the last said parallel line 340 feet more or less to the East line of 20th Street; thence northeasterly 18 feet more or less to the point of beginning.

Parcel 3:

A tract of land in the E 1/2 of Section 20, Township 1 North, Range 8 West in the 3rd P.M. at Belleville, St. Clair County, Illinois beginning at the point of intersection of the East line of 20th Street and the South line of Grantor's 100 foot wide right of way 355 feet more or less to the West line of 19th Street; thence northeasterly along said West line 20 feet more or less to a line that lies parallel with and 30 feet southerly from the centerline of Grantor's main tract; thence northwesterly along the last said parallel line 350 feet more or less to the East line of 20th Street; thence southwesterly 21 feet more or less to the point of beginning.

Except any interest in the coal, oil, gas, and other minerals underlying the land which have been heretofore conveyed or reserved in prior conveyances, and all rights and easements in favor of the estate of said coal, oil, gas, and other minerals, if any.

Situated in the County of St. Clair, State of Illinois.

INFORMATIONAL TITLE REPORT

(ITEMS OF RECORD)

The following items are disclosed by the public records of the County of St. Clair and are being shown for informational purposes only:

- A. **All assessments and taxes for the year 2019, 2020 and all subsequent years. 2019 and 2020 taxes not yet due and payable.**

The lien of the General Taxes for the year 2018 appear EXEMPT for Parcel I.D. No 08-20.0-223-016; c/k/a: 22nd St.; Belleville, IL 62226. Address and Parcel I.D. No. are subject to change by County authorities. Tax assessment reduced by the Homestead Exemption in the amount of \$0.00, Senior Citizens' Homestead Exemption in the amount of \$0.00, and the Senior Citizens' Assessment Freeze Homestead Exemption in the amount of \$0.00.

The lien of the General Taxes for the year 2018 appear EXEMPT for Parcel I.D. No 08-20.0-402-020; c/k/a: S 20th St.; Belleville, IL 62226. Address and Parcel I.D. No. are subject to change by County authorities. Tax assessment reduced by the Homestead Exemption in the amount of \$0.00, Senior Citizens' Homestead Exemption in the amount of \$0.00, and the Senior Citizens' Assessment Freeze Homestead Exemption in the amount of \$0.00.

The lien of the General Taxes for the year 2018 appear EXEMPT for Parcel I.D. No 08-20.0-401-040; c/k/a: S 20th St.; Belleville, IL 62226. Address and Parcel I.D. No. are subject to change by County authorities. Tax assessment reduced by the Homestead Exemption in the amount of \$0.00, Senior Citizens' Homestead Exemption in the amount of \$0.00, and the Senior Citizens' Assessment Freeze Homestead Exemption in the amount of \$0.00.

NOTE: The due dates for 2018 tax bills were as follows: 6/21/2019 and 8/21/2019. The due dates for 2019 and 2020 tax bills are not yet available.

- B. **Existing unrecorded leases and all rights thereunder of the lessees and of any person or party claiming by, through or under the lessees.**
- C. **Rights of the public or quasi-public utility companies in and to any portion of the land used for utility purposes.**
- D. **Rights of the public, the State of Illinois and the municipality in and to that part of the land, if any, taken or used for road purposes.**

E. ATTENTION: NO SEARCH HAS BEEN MADE FOR ANY DOCUMENTS IN THE CHAIN OF TITLE WHICH HAVE BEEN RECORDED 30 YEARS PRIOR TO THE EFFECTIVE DATE OF THIS REPORT AND THEREFORE NO REFERENCE HAS BEEN MADE TO ANY DOCUMENTS RECORDED PRIOR TO THIS 30 YEAR SEARCH START DATE.

Click here for copy of [Sidwell](#)

Click here for copy of [Aerial Maps](#)

Click here for copy of [Tax Sheets](#)

NOTE: The foregoing information is furnished strictly with the understanding that such information has been taken from the public record without a complete examination of instruments that purport to affect the subject real property and therefore, Benchmark Title Company, LLC assumes no liability as to the accuracy or completeness of such information.

Benchmark Title Company, LLC shall have no liability for this report unless the invoice for this report is paid in full within 30 days of the invoice date.

Benchmark Title Company, LLC's liability for this report is limited to \$1,000.00. There is no liability assumed for items not indexed properly in the public records or other data bases on which Benchmark Title Company, LLC relies or for matters that would be disclosed by an accurate survey or inspection of the property. This report and the legal description given herein are based upon information supplied by the applicant as to the location and identification of the property in question, and no liability is assumed for any discrepancies resulting therefrom.

This report is prepared by Benchmark Title Company, LLC for informational purposes only, as an accommodation, does not represent a commitment to insure title, nor is it an abstract of title. Further, the report is not an opinion as to the marketability of title to the subject premises and should not be considered providing legal advice.

LEGAL DESCRIPTION

EXHIBIT A

Parcel 1:

A tract of land in the E 1/2 of Section 20, Township 1 North, Range 8 West in the 3rd P.M. at Belleville, St. Clair County, Illinois beginning at the intersection of the West line of 20th Street and the North line of Grantor's 100 foot wide right of way; thence northwesterly along said right of way line 730 feet; thence southwesterly at right angle 17 feet; thence southeasterly along a line that lies parallel with and 33 feet northerly from the centerline of Grantor's main tract, 722 feet more or less to the West line of 20th Street; thence northeasterly 18 feet more or less to the point of beginning.

Parcel 2:

A tract of land in the E 1/2 of Section 20, Township 1 North, Range 8 West in the 3rd P.M. at Belleville, St. Clair County, Illinois beginning at the point of intersection of the East line of 20th Street and the North line of Grantor's 100 foot wide right of way; thence southeasterly along said right of way line 340 feet more or less to the West line of 19th Street; thence southwesterly along said West line 18 feet more or less to a line that lies parallel with and 33 feet northerly from the centerline of Grantor's main tract; thence northwesterly along the last said parallel line 340 feet more or less to the East line of 20th Street; thence northeasterly 18 feet more or less to the point of beginning.

Parcel 3:

A tract of land in the E 1/2 of Section 20, Township 1 North, Range 8 West in the 3rd P.M. at Belleville, St. Clair County, Illinois beginning at the point of intersection of the East line of 20th Street and the South line of Grantor's 100 foot wide right of way 355 feet more or less to the West line of 19th Street; thence northeasterly along said West line 20 feet more or less to a line that lies parallel with and 30 feet southerly from the centerline of Grantor's main tract; thence northwesterly along the last said parallel line 350 feet more or less to the East line of 20th Street; thence southwesterly 21 feet more or less to the point of beginning.

Except any interest in the coal, oil, gas, and other minerals underlying the land which have been heretofore conveyed or reserved in prior conveyances, and all rights and easements in favor of the estate of said coal, oil, gas, and other minerals, if any.

Situated in the County of St. Clair, State of Illinois.

Informational Notes:

Parcel ID #: 08-20.0-223-016

Property Address: 22nd St. Belleville, IL 62226

Informational Notes:

Parcel ID #: 08-20.0-402-020
Property Address: S 20th St. Belleville, IL 62226

Informational Notes:

Parcel ID #: 08-20.0-401-040
Property Address: S 20th St. Belleville, IL 62226

Prior Deed Reference: Book 2776 page 270 as Document No. A01015494

\$15.00 PAID

THIS INDENTURE Witnesseth that the Grantor, the ILLINOIS CENTRAL RAILROAD COMPANY, a Delaware Corporation, 233 North Michigan Avenue, Chicago, Illinois 60601, for and in consideration of the sum of FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00) in hand paid and other valuable consideration, hereby conveys, releases, remises and forever quitclaims to the Grantee, CITY OF BELLEVILLE, ILLINOIS, a municipal corporation of the State of Illinois all its right, title, interest and claim in and to the following described lands and property situated in the County of St. Clair and State of Illinois to wit:

Eight parcels of land in the E 1/2 of Section 20, T. 1 N. R. 8 W. 3rd P.M. at Belleville, St. Clair County, Illinois described as follows:

- 1) Beginning at the intersection of the West line of 20th Street and the North line of Grantor's 100' wide right of way; Thence northwesterly along said right of way line 730'; Thence southwesterly at right angle 17'; Thence southeasterly along a line that lies parallel with and 33' northerly from the centerline of Grantor's main track, 722' more or less to the West line of 20th Street; Thence northeasterly 18' more or less to the point of beginning. *08-20-0-223-010*
- 2) Beginning at the point of intersection of the East line of 20th Street and the North line of Grantor's 100' wide right of way; Thence southeasterly along said right of way line 340' more or less to the West line of 19th Street; Thence southwesterly along said West line 18' more or less to a line that lies parallel with and 33' northerly from the centerline of Grantor's main track; Thence northwesterly along the last said parallel line 340' more or less to the East line of 20th Street; Thence northeasterly 18' more or less to the point of beginning. *08-20-0-402-020*
- 3) Beginning at the point of intersection of the East line of 20th Street and the South line of Grantor's 100' wide right of way; Thence southeasterly along said right of way line 355' more or less to the West line of 19th Street; Thence northeasterly along said West line 20' more or less to a line that lies parallel with and 30' southerly from the centerline of Grantor's main track; Thence northwesterly along the last said parallel line 350' more or less to the East line of 20th Street; Thence southwesterly 21' more or less to the point of beginning. *08-20-0-401-040*
- 4) Beginning at the point of intersection of the East line of 19th Street and the North line of Grantor's 100' wide right of way; Thence southeasterly along said right of way line 155'; Thence southwesterly at right angle 17'; Thence northwesterly along a line that lies parallel with and 33' northerly from the centerline of Grantor's main track, 157' more or less to the East line of 19th Street; Thence northeasterly 18' more or less to the point of beginning. *08-20-0-506-503 01V*
- 5) Beginning at the point of intersection of the West line of 18th Street and the South line of Grantor's 100' wide right of way; Thence northwesterly along said right of way line 300'; Thence northeasterly at right angle 15'; Thence southeasterly along a line that lies parallel with and 35' southerly from the centerline of Grantor's main track, 301' more or less to the West line of 18th Street; Thence southwest 16' more or less to the point of beginning. *08-20-0-506-503 01V*
- 6) Beginning at the point of intersection of the West line of 17th Street and the North line of Grantor's 100' wide right of way; Thence northwesterly along said right of way line 270' more or less to the northeasterly extension of the East line of 18th Street; Thence southwesterly along said extension 18' more or less to a line that lies parallel with and 33' northerly from the centerline of Grantor's main track; Thence southeasterly along said parallel line 272' more or less to the West line of 17th Street; Thence northeasterly 17' more or less to the point of beginning. *08-20-0-506-503 01V*
- 7) Beginning at the point of intersection of the West line of 17th Street and the South line of Grantor's 100' wide right of way; Thence northwesterly along said right of way line 272' more or less to the East line of 18th Street; Thence northeasterly along said East line 18' more or less to a line that lies parallel with and 33' southerly from the centerline of Grantor's main track;

J. # 27654

APPROVED
SUBJECT TO JUDICIAL REVIEW
DIRECTOR

Thence southeasterly along said parallel line 270' more or less to the West line of 17th Street; Thence southwesterly 17' more or less to the point of beginning.

08-20-0-506-003 DIV

8) Beginning at the point of intersection of the West line of 16th Street and the North line of Grantor's 100' wide right of way; Thence northwesterly along said right of way line 300' more or less to the East line of 17th Street; Thence southwesterly along said East line 17' more or less to a line that lies parallel with and 33' northerly from the centerline of Grantor's main track; Thence southeasterly along said parallel line 300' more or less to the West line of 16th Street; Thence northeasterly 17' more or less to the point of beginning.

08-20-0-506-005 DIV

Also a strip of land in the SE 1/4 Section 20 and the SW 1/4 Section 21, T 1 N., R. 8 W. 3rd P.M. at Belleville, St. Clair County, Illinois described as follows:

Beginning at the point of intersection of the East line of 16th Street and the North line of Grantor's 100' wide right of way; Thence southeasterly along said right of way line 430'; Thence southwesterly at right angle 17' to a line that lies parallel with and 33' North from the centerline of Grantor's main track; Thence northwesterly along said parallel line 430' more or less to the East line of 16th Street; Thence northeasterly 17' more or less to the point of beginning.

08-20-0-506-007 DIV

Also a strip of land in the SW 1/4 of Section 21 and the NW 1/4 of Section 28 T. 1 N., R. 8 W. 3rd P.M. at Belleville, St. Clair County, Illinois, described as follows:

Beginning at the point of intersection of the East line of 9th Street and the North line of Grantor's 100' wide right of way; Thence southeasterly along said right of way line 268' more or less to the West line 8th Street; Thence southwesterly along said West line 26' more or less to a line that lies parallel with and 25' North from the centerline of Grantor's main track; Thence northwesterly along said parallel line 268' more or less to the East line of 9th Street; Thence northeasterly 26' more or less to the point of beginning.

08-21-0-506-008 DIV

Also a parcel of land in the SE 1/4 NE 1/4 of Section 28 T. 1 N. R. 8 W. 3rd P.M. at Belleville, St. Clair County, Illinois described as follows:

Beginning at the southwest corner of Lot 44 Chandler & Abend's Addition; Thence North along the West line of said Lot 44, a distance of 12'; Thence angle to the left 47° 30' a distance of 78' more or less to a line that lies parallel with and 10' South from the centerline of Grantor's Industry Lead Track (old South Bound Main Track); Thence westerly along said parallel line 175'; Thence southerly at right angle 13' more or less to the South line of Grantor's right of way; Thence easterly and southeasterly along said South right of way line to the point of beginning.

08-28-0-506-051 DIV

Excepting and excluding from all of the above all the coal, oil, gas and other minerals underlying the same and all rights and easements in favor of the owner of the mineral estate or any party claiming by, through, or under said estate.

STATE OF ILLINOIS
ST. CLAIR COUNTY
FILED FOR RECORD IN
THE RECORDING OFFICE

1990 MAR 28 AM 8:30
BOOK 2776 PAGE 270

RECORDED

GRANTOR reserves the right for the continued maintenance, replacement and use of all existing conduits, sewers, water mains, gas lines, electric power lines, wires and other utilities and easements on said premises whether or not of record including the repair, reconstruction and replacement thereof and Grantee agrees not to interfere with the rights herein reserved or any facilities used pursuant thereto.

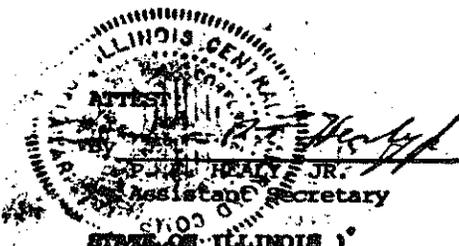
As a part of the consideration hereof, and in accepting this conveyance, the Grantee agrees and binds itself to purchase, affix and cancel any and all documentary stamps of every kind and nature in the amount prescribed by statute, and to pay any and all required transfer taxes and fees incidental to recordation of this instrument.

The words "GRANTOR" and "GRANTEE" used herein shall be construed as if they read "Grantors" and "Grantees", respectively, whenever the sense of this instrument so requires and whether singular or plural, such words shall be deemed to include, in all cases, the heirs or successors and assigns of the respective parties.

IN WITNESS WHEREOF, ILLINOIS CENTRAL RAILROAD COMPANY, the Grantor, has caused these presents to be signed by its President and Chief Executive Officer and its corporate seal, duly attested by its Assistant Secretary to be hereunto affixed, they being thereunto duly authorized this 20th day of MARCH, 1990

ILLINOIS CENTRAL RAILROAD COMPANY

By E. L. Moyers
E. L. Moyers
President and Chief Executive Officer



"Exempt under provisions of Paragraph ; Section 4, Real Estate Transfer Tax Act.

STATE OF ILLINOIS)
COUNTY OF COOK) SS

Date Buyer, Seller or Representative

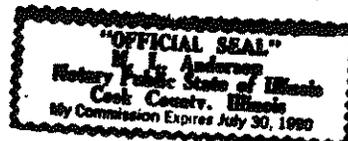
I, the undersigned, a Notary Public, in and for said County and State aforesaid, Do Hereby Certify that E. L. Moyers, personally known to me to be the President and Chief Executive Officer of the ILLINOIS CENTRAL RAILROAD COMPANY, a Delaware corporation and P. F. Healy, Jr., personally known to me to be the Assistant Secretary of said corporation and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged under oath that as such President and Chief Executive Officer and Assistant Secretary of said corporation, they signed and delivered the said instrument as President and Chief Executive Officer and Assistant Secretary, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation as their free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and seal this 20th day of March, 1990.

M. L. Anderson
NOTARY PUBLIC

My Commission Expires: _____

THIS INSTRUMENT PREPARED BY:
Real Estate Department [Signature]
ILLINOIS CENTRAL RAILROAD COMPANY
233 North Michigan Avenue
Chicago, Illinois 60601





July 08, 2020

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

EASEMENT UPGRADE REQUEST
TRANSMISSION LINE Belleville 17th Street Spur

Tax ID No(s): 08-20.0-223-016
Easement No.: 100.01

Dear Property Owner,

To meet our commitment to provide customers safe and reliable service, Ameren Illinois seeks to define the easement along the Belleville 17th Street Spur overhead electric transmission line. This existing 1.2-mile corridor passes through St. Clair County in Illinois, including property you own.

The proposed easement would define the right-of-way easement to 100 feet. Ameren Illinois is seeking to define the right-of-way easement so that we can prevent trees and vegetation from compromising existing transmission lines. The easement simply defines the protective space around these lines so that the reliability of the lines can be improved.

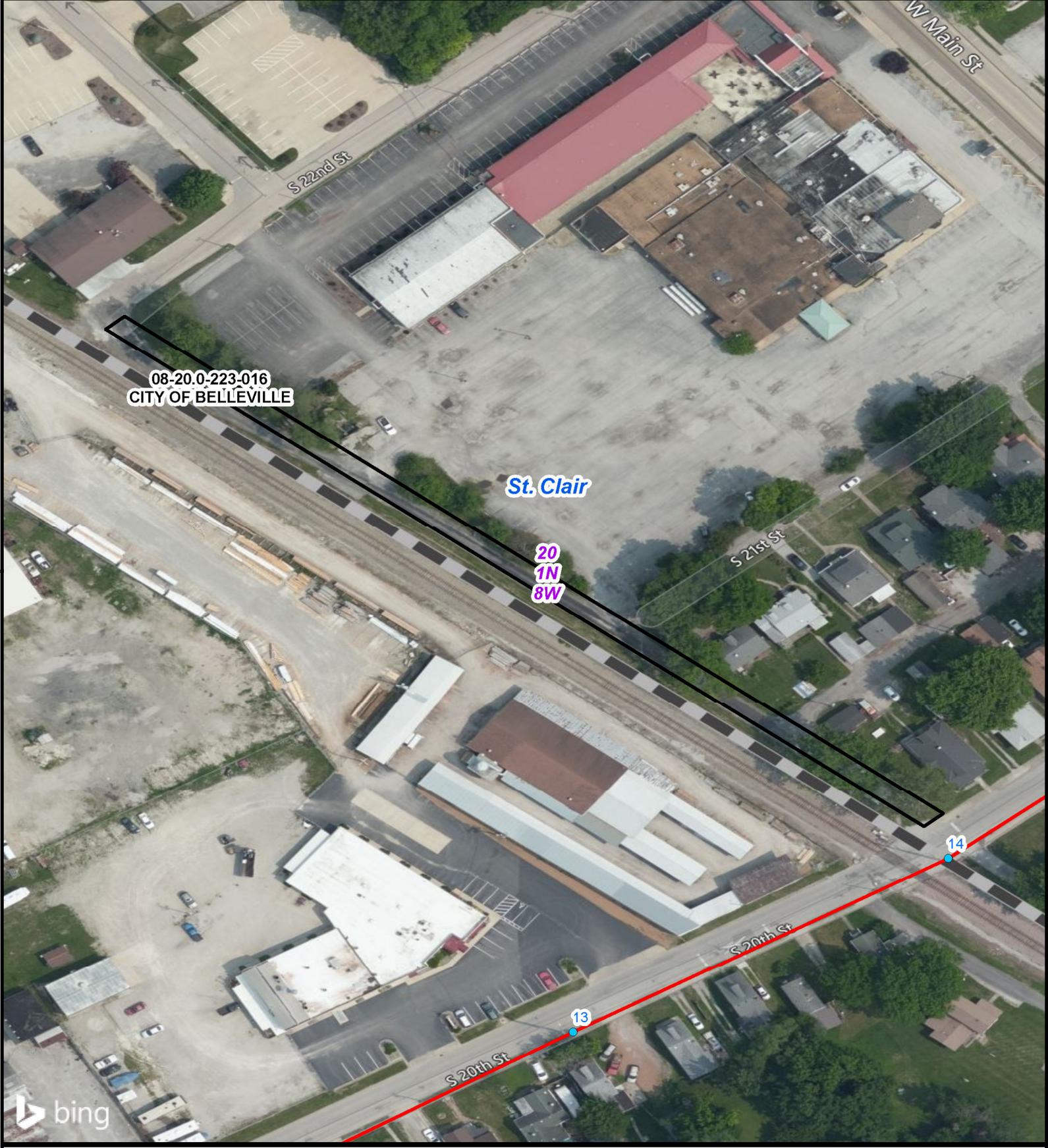
You will soon be contacted by a representative to discuss our proposal to purchase the defined right of way easement on property you own in St. Clair County. Ameren Illinois will offer property owners current market value for the area impacted by the easement expansion. If an agreement cannot be reached with a property owner, the existing right-of-way will remain as-is.

Ameren Illinois has hired Volkert, Inc., to represent us in negotiating with local land owners. A Volkert representative will contact you in the near future to arrange a convenient time to discuss our proposal in detail. If you would like to contact us sooner to schedule an appointment, Teresa McClure can be reached by phone at 618.345.8918 or via email at ameren.info@volkert.com.

We look forward to working with you. Thank you for your time.

Sincerely,

Tara B. Green
Senior Real Estate Agent



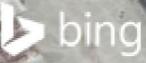
08-20.0-223-016
CITY OF BELLEVILLE

St. Clair

20
1N
8W

14

13



N



Belleville 17th Spur

08-20.0-223-016

- Structures
- Substations
- Transmission Line
- Parcels
- IL Counties
- PLSS

This area to be used for recording information only.

Agreement ID: _____

Project ID: _____

Line Name: Belleville 17th Street Spur

TRANSMISSION EASEMENT

(Illinois)

For and in consideration of the sum of Ten and No/100ths Dollars (\$10.00), the receipt and sufficiency of which is hereby acknowledged, and other good and valuable consideration which Grantee promises to pay within ninety (90) days from (i) the Effective Date or (ii) the release of, or subordination to, this Easement by the holders of any liens or encumbrances of record, whichever date is later, City of Belleville, Illinois, a municipal corporation, its successors and assigns, hereinafter referred to as Grantor, whether one or more and whether an individual, individuals, or a corporation does hereby grant, bargain, sell, warrant, convey, and confirm unto AMEREN ILLINOIS COMPANY D/B/A AMEREN ILLINOIS, its successors and assigns, hereinafter referred to as Grantee, a perpetual Easement, with the right, privilege, and authority of Grantee, its agents, contractors, and subcontractors, to survey, stake, construct, reconstruct, erect, place, keep, operate, maintain, repair, inspect, patrol, renew, add to the number of and relocate at will, at any time, and from time to time, a line or lines consisting of towers, poles, conduits, and appurtenances, crossarms, wires, cables, transformers, anchors, guy wires, foundations, footings, and any other necessary fixtures, equipment, and appurtenances for the purpose of transmitting electric energy or other power, and for telecommunications, in, on, upon, along, over, through, across, and under the following-described lands situated in St. Clair County, Illinois.

08-20.0-223-016

The location or footprint of said Easement being more particularly and legally described and depicted on Exhibit "A" attached hereto and made a part hereof (the "Easement Area").

Together with the perpetual right, permission, privilege, and authority in Grantee, its agents, contractors, and subcontractors to: Trim, cut, clear, or remove, at any time and by any means, within or on either side of the Easement Area or the premises of the Grantor adjoining the same, any trees, brush, and obstructions which, in the judgment of Grantee, may endanger the safety of or interfere with Grantee's exercise of the rights herein conveyed; to use reasonable working space adjacent to said Easement Area during construction, reconstruction, operation, maintenance, repair, renewal, or removal of Grantee's facilities; to remove, at Grantee's option at any time, any or all of Grantee's facilities erected in, on, upon, over, and under the herein described Easement Area; and the right of ingress and egress to, from, and over the herein described Easement Area and any of the adjoining lands of the Grantor at any and all times for doing anything necessary or convenient in the exercise of the rights herein conveyed or to access Easements on adjoining parcels.

The Grantor agrees that it will not erect any building or structure or create or permit any hazard or obstruction of any kind or character which, in the judgment of Grantee, will interfere with Grantee's exercise of the rights herein conveyed.

The Grantor warrants and covenants unto Grantee that, subject to liens and encumbrances of record at the date of this Easement, it is the owner of the above-described land and has the full right and authority to grant this Easement, and that Grantee may quietly enjoy the premises for the uses set forth above.

The Grantee shall be responsible for actual damages occurring to the Easement Area or other premises of the Grantor as a result of Grantee's exercise of the rights herein conveyed (except the trimming, cutting, clearance, or removal of trees, brush, and other obstructions) and shall, in Grantee's sole discretion, either repair and restore or reimburse the owner thereof for such loss or damages.

This Easement shall be governed by the laws of the State of Illinois.

TO HAVE AND TO HOLD the Easement aforesaid, with all and singular the rights, privileges, appurtenances, and immunities thereto belonging or in anywise appertaining unto said Grantee, its successors, assigns, agents, contractors, and subcontractors, forever.

This Easement conveyance shall run with the land and shall be binding upon the parties hereto, their heirs, successors, executors, administrators, and assigns.

The Grantor hereby releases and waives all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

IN WITNESS WHEREOF, the said Grantor has hereunto caused this Easement to be signed this [redacted] day of [redacted], 20[redacted].

By: _____
Signature

Name: City of Belleville, Illinois, a municipal corporation

Title: _____

ALL PURPOSE ACKNOWLEDGMENT

STATE OF _____

COUNTY OF _____

} ss

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for said State, personally appeared (print or type names):

to me known to be the person described in and who executed the foregoing instrument and acknowledged that he/she/they executed the same as his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

Capacity Claimed By Signator(s)			
<input type="checkbox"/> Individual(s)	<input type="checkbox"/> Corporate	<input type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Partner(s)
<input type="checkbox"/> Trustee(s)	<input type="checkbox"/> Title(s) of Officer(s):	<input type="checkbox"/> Member(s)/Manager(s):	<input type="checkbox"/> Limited Partnership
<input type="checkbox"/> Executor(s)	_____	_____	<input type="checkbox"/> General Partnership
<input type="checkbox"/> Administrator(s)	_____	_____	<input type="checkbox"/> Other (Specify Below):
<input type="checkbox"/> Attorney-In-Fact	_____	_____	_____
<input type="checkbox"/> Conservator(s)	_____	_____	_____
<input type="checkbox"/> Guardian(s)	_____	_____	_____

My Commission Expires

Notary Public

Prepared by: Volkert, Inc. - Morgan Hobbs
1500 Eastport Plaza Dr., Suite 200
Collinsville, IL 62234

Return to: Volkert, Inc. - Teresa McClure
1500 Eastport Plaza Dr., Suite 200
Collinsville, IL 62234

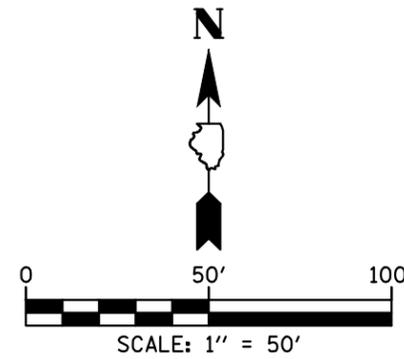
"EXHIBIT A"

MAULE'S SUBDIVISION OF PART OF LOT 9 SURVEY 746

(PB X, PG 4)
RECORDED APRIL 22, 1920

BLOCK A

N/F
CITY OF BELLEVILLE,
A MUNICIPAL CORPORATION
08-20.0-223-016
BK. 2776, PG. 270, DOC. NO. A01015494
OCCUPIED EASEMENT AREA = 0.009 AC
TOTAL EASEMENT AREA = 0.009 AC



LEGEND

	PARCEL LINE
	RIGHT OF WAY LINE
	TRANSMISSION LINE 1586A
	EXISTING RAILROAD CENTERLINE
	OCCUPIED EASEMENT LINE
	TRANSMISSION LINE STRUCTURE
	IRON ROD FOUND
	POINT OF BEGINNING
	OCCUPIED EASEMENT AREA

EASEMENT LEGAL DESCRIPTION:

THAT PART OF THE EAST HALF OF SECTION 20, TOWNSHIP 1 NORTH, RANGE 8 WEST OF THE THIRD PRINCIPAL MERIDIAN, CHAMPAIGN COUNTY, ILLINOIS DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH CORNER OF LOT 11 BLOCK "A" OF MAULE'S SUBDIVISION OF PART OF LOT 9 SURVEY 746, AS PER PLAT RECORDED IN THE ST. CLAIR COUNTY RECORDER'S OFFICE IN PLAT BOOK "X", PAGE 4; THENCE SOUTH 50 DEGREES 16 MINUTES 43 SECONDS WEST, ALONG THE NORTHWEST RIGHT OF WAY LINE OF SOUTH 20TH STREET (42'W), 17.42 FEET TO THE INTERSECTION WITH A LINE BEING 17 FEET SOUTHWESTERLY OF THE SOUTHWEST LINE OF SAID LOT 11, AS MEASURED AT RIGHT ANGLES FROM SAID LINE; THENCE NORTH 52 DEGREES 19 MINUTES 11 SECONDS WEST, ALONG SAID LINE BEING 17 FEET SOUTHWESTERLY OF THE SOUTHWEST LINE OF LOT 11, 24.75 FEET; THENCE NORTH 60 DEGREES 01 MINUTE 31 SECONDS EAST, 2.69 FEET; THENCE NORTH 50 DEGREES 57 MINUTES 28 SECONDS EAST, 14.91 FEET TO THE SOUTHWEST LINE OF SAID LOT 11; THENCE SOUTH 52 DEGREES 19 MINUTES 11 SECONDS EAST, ALONG SAID SOUTHWEST LINE, 24.11 FEET TO THE POINT OF BEGINNING.

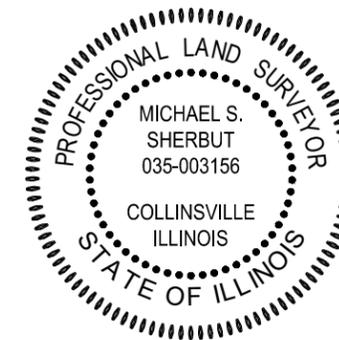
SAID PARCEL CONTAINS 0.009 ACRES, MORE OR LESS, OF WHICH 0.009 ACRES, MORE OR LESS, HAS BEEN PREVIOUSLY OCCUPIED FOR EASEMENT PURPOSES.

PT. E 1/2,
SEC. 20, T1N, R8W,
3rd P.M.

LINE	BEARING	DISTANCE
L1	S50°16'43"W	17.42'
L2	N52°19'11"W	24.75'
L3	N60°01'31"E	2.69'
L4	N50°57'28"E	14.91'
L5	S52°19'11"E	24.11'
L6	N37°40'49"E	17.00'

NOTES:

- BEARING BASIS: ALL BEARINGS SHOWN HEREON ARE GRID BEARINGS BASED UPON THE ILLINOIS COORDINATE SYSTEM OF 1983, WEST ZONE, NAD 83 (2011) (EPOCH 2010.00).
- THIS EXHIBIT DOES NOT CONTAIN COMPLETE INFORMATION REGARDING EASEMENTS, RESERVATIONS, RESTRICTIONS, RIGHTS OF WAY, BUILDING LINES, ENCROACHMENTS, OR OTHER ENCUMBRANCES. FOR COMPLETE INFORMATION, A TITLE OPINION OR COMMITMENT FOR TITLE INSURANCE SHOULD BE OBTAINED.
- THIS EXHIBIT DOES NOT MEET THE ILLINOIS MINIMUM STANDARDS OF PRACTICE FOR BOUNDARY SURVEYS WITH RESPECT TO THE REMAINDER OF THE PARENT PARCEL. THE DIMENSIONS THAT ARE SHOWN FOR THE REMAINDER OF THE PARENT PARCEL ARE FOR INFORMATIONAL PURPOSES ONLY.
- DOCUMENTS, DEED BOOKS, AND/OR VOLUMES SHOWN HEREON ARE PER THE ST. CLAIR COUNTY ILLINOIS RECORDS.
- FIELD SURVEY WAS COMPLETED JANUARY OF 2020.



Michael S. Sherbut 06-26-2020

MICHAEL S. SHERBUT
ILLINOIS PROFESSIONAL LAND SURVEYOR
#035.003156
LICENSE EXPIRES 11/30/2020

AMEREN ILLINOIS
BELLEVILLE 17TH STREET SPUR (1586A)
TAX ID NO. 08-20.0-223-016
ST. CLAIR COUNTY, ILLINOIS

VOLKERT
1500 EASTPORT PLAZA DRIVE
SUITE 200
COLLINSVILLE, IL 62234
618.345.8918
IL DESIGN FIRM # 184.004027



Owner City of Belleville, Illinois
County St. Clair
Parcel No. 08-20.0-223-016

We order and direct the payment from Ameren Illinois for an Easement consisting of 0.009 acres located in St. Clair County, Illinois, as right of way for Ameren, for the total sum of Five Hundred and No Dollars (\$500.00) to be distributed as follows:

Table with 3 columns: Party and Interest, S.S.N. or E.I.N., Amount. Row 1: City of Belleville, Illinois, [blank], \$500.00

Signature lines for Party and Interest and S.S.N. or E.I.N. columns.

Date: _____

Possession and transfer of easement to Ameren Illinois occurs when Grantee delivers a payment to Grantor, in person or by mail, in the amount of the above stated consideration, unless provided herein. This Receipt, Closing Statement, Designation of Funds and conveyance documents are the entire and exclusive agreement between the parties and supersede any written or oral understanding, promise or agreement, directly or indirectly related to the purchase of the easement. The parties agree that any changes to this Receipt may only be made in writing and signed by the parties.

Receipt and Designation of the Funds, executed by these Grantors, is acknowledged.

Date _____ Negotiator for Ameren Illinois Company _____

If you have any questions or need additional information, please feel free to call Volkert, Inc. at 618.345.8918

Table with 2 columns: Description, Amount. Rows: Easement Amount, Damages Amount, Total, Detailed Damages Description.



Owner City of Belleville, Illinois, a municipal corporation

County St. Clair

Parcel No. 08-20.0-223-016

Structure Num. 14 - 15

Address _____

Phone _____

Email _____

Please check all that apply

- Animals On Property _____ Locked Gate
- Endangered Species Present _____
- Fence Sprinkler System
- Septic System within the easement area
- Drain Tile _____
- Outbuilding NEAR or ON easement right of way. Type: _____
- Call number listed for accessing property: _____
- During hunting season please contact for safety. Hunting time frame: _____
- Specific clearing request: _____

*If no specific request is indicated, all vegetation within the easement area will be cut.

ROW Access request (Preferred route): _____

Other - please describe below

Signature

Signature

Print

Print

Date: _____

Special Conditions, executed by these Grantors, is acknowledged.

Date

Negotiator for Ameren Illinois Company

If you have any questions or need additional information, please feel free to call Volkert, Inc. at 618.345.8918

Trees on Property _____

Ameren Approval _____

Easement No. 100.01

Line Name-Number: Belleville 17th Street Spur - 1586A

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____	<input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number											
				-			-				
or											
Employer identification number											
				-							

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

File No: 1916576BMT
Customer File No: Belleville 17th Street Spur - 1586A
PPN: 08-20.0-223-016; PPN: 08-20.0-402-020 &
PPN: 08-20.0-401-040

Benchmark Title Company, LLC
1124 Hartman Lane; Suite 110
Shiloh, IL 62221
Phone: 618-239-3750

INFORMATIONAL TITLE REPORT

Original, Print Date: January 15, 2020

- A. Effective Date: January 9, 2020 @ 8:00AM**
- B. The estate or interest in the land described or referred to in this Report is **Fee Simple****
- C. According to the St. Clair County Records, title to the estate or interest in the subject land is at the Effective Date vested in:**

City of Belleville, a municipal corporation

Click here for a copy of [Vesting Deed](#)

- D. The subject land is described as follows:**
SEE ATTACHED EXHIBIT "A"

Prior Deed Reference: Book 2776 page 270 as Document No. A01015494

Benchmark Title Company, LLC

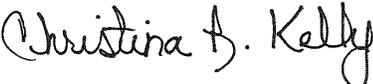
By: 

Exhibit A

File No: 1916576BMT

Parcel 1:

A tract of land in the E 1/2 of Section 20, Township 1 North, Range 8 West in the 3rd P.M. at Belleville, St. Clair County, Illinois beginning at the intersection of the West line of 20th Street and the North line of Grantor's 100 foot wide right of way; thence northwesterly along said right of way line 730 feet; thence southwesterly at right angle 17 feet; thence southeasterly along a line that lies parallel with and 33 feet northerly from the centerline of Grantor's main tract, 722 feet more or less to the West line of 20th Street; thence northeasterly 18 feet more or less to the point of beginning.

Parcel 2:

A tract of land in the E 1/2 of Section 20, Township 1 North, Range 8 West in the 3rd P.M. at Belleville, St. Clair County, Illinois beginning at the point of intersection of the East line of 20th Street and the North line of Grantor's 100 foot wide right of way; thence southeasterly along said right of way line 340 feet more or less to the West line of 19th Street; thence southwesterly along said West line 18 feet more or less to a line that lies parallel with and 33 feet northerly from the centerline of Grantor's main tract; thence northwesterly along the last said parallel line 340 feet more or less to the East line of 20th Street; thence northeasterly 18 feet more or less to the point of beginning.

Parcel 3:

A tract of land in the E 1/2 of Section 20, Township 1 North, Range 8 West in the 3rd P.M. at Belleville, St. Clair County, Illinois beginning at the point of intersection of the East line of 20th Street and the South line of Grantor's 100 foot wide right of way 355 feet more or less to the West line of 19th Street; thence northeasterly along said West line 20 feet more or less to a line that lies parallel with and 30 feet southerly from the centerline of Grantor's main tract; thence northwesterly along the last said parallel line 350 feet more or less to the East line of 20th Street; thence southwesterly 21 feet more or less to the point of beginning.

Except any interest in the coal, oil, gas, and other minerals underlying the land which have been heretofore conveyed or reserved in prior conveyances, and all rights and easements in favor of the estate of said coal, oil, gas, and other minerals, if any.

Situated in the County of St. Clair, State of Illinois.

INFORMATIONAL TITLE REPORT

(ITEMS OF RECORD)

The following items are disclosed by the public records of the County of St. Clair and are being shown for informational purposes only:

- A. **All assessments and taxes for the year 2019, 2020 and all subsequent years. 2019 and 2020 taxes not yet due and payable.**

The lien of the General Taxes for the year 2018 appear EXEMPT for Parcel I.D. No 08-20.0-223-016; c/k/a: 22nd St.; Belleville, IL 62226. Address and Parcel I.D. No. are subject to change by County authorities. Tax assessment reduced by the Homestead Exemption in the amount of \$0.00, Senior Citizens' Homestead Exemption in the amount of \$0.00, and the Senior Citizens' Assessment Freeze Homestead Exemption in the amount of \$0.00.

The lien of the General Taxes for the year 2018 appear EXEMPT for Parcel I.D. No 08-20.0-402-020; c/k/a: S 20th St.; Belleville, IL 62226. Address and Parcel I.D. No. are subject to change by County authorities. Tax assessment reduced by the Homestead Exemption in the amount of \$0.00, Senior Citizens' Homestead Exemption in the amount of \$0.00, and the Senior Citizens' Assessment Freeze Homestead Exemption in the amount of \$0.00.

The lien of the General Taxes for the year 2018 appear EXEMPT for Parcel I.D. No 08-20.0-401-040; c/k/a: S 20th St.; Belleville, IL 62226. Address and Parcel I.D. No. are subject to change by County authorities. Tax assessment reduced by the Homestead Exemption in the amount of \$0.00, Senior Citizens' Homestead Exemption in the amount of \$0.00, and the Senior Citizens' Assessment Freeze Homestead Exemption in the amount of \$0.00.

NOTE: The due dates for 2018 tax bills were as follows: 6/21/2019 and 8/21/2019. The due dates for 2019 and 2020 tax bills are not yet available.

- B. **Existing unrecorded leases and all rights thereunder of the lessees and of any person or party claiming by, through or under the lessees.**
- C. **Rights of the public or quasi-public utility companies in and to any portion of the land used for utility purposes.**
- D. **Rights of the public, the State of Illinois and the municipality in and to that part of the land, if any, taken or used for road purposes.**

E. ATTENTION: NO SEARCH HAS BEEN MADE FOR ANY DOCUMENTS IN THE CHAIN OF TITLE WHICH HAVE BEEN RECORDED 30 YEARS PRIOR TO THE EFFECTIVE DATE OF THIS REPORT AND THEREFORE NO REFERENCE HAS BEEN MADE TO ANY DOCUMENTS RECORDED PRIOR TO THIS 30 YEAR SEARCH START DATE.

Click here for copy of [Sidwell](#)

Click here for copy of [Aerial Maps](#)

Click here for copy of [Tax Sheets](#)

NOTE: The foregoing information is furnished strictly with the understanding that such information has been taken from the public record without a complete examination of instruments that purport to affect the subject real property and therefore, Benchmark Title Company, LLC assumes no liability as to the accuracy or completeness of such information.

Benchmark Title Company, LLC shall have no liability for this report unless the invoice for this report is paid in full within 30 days of the invoice date.

Benchmark Title Company, LLC's liability for this report is limited to \$1,000.00. There is no liability assumed for items not indexed properly in the public records or other data bases on which Benchmark Title Company, LLC relies or for matters that would be disclosed by an accurate survey or inspection of the property. This report and the legal description given herein are based upon information supplied by the applicant as to the location and identification of the property in question, and no liability is assumed for any discrepancies resulting therefrom.

This report is prepared by Benchmark Title Company, LLC for informational purposes only, as an accommodation, does not represent a commitment to insure title, nor is it an abstract of title. Further, the report is not an opinion as to the marketability of title to the subject premises and should not be considered providing legal advice.

LEGAL DESCRIPTION

EXHIBIT A

Parcel 1:

A tract of land in the E 1/2 of Section 20, Township 1 North, Range 8 West in the 3rd P.M. at Belleville, St. Clair County, Illinois beginning at the intersection of the West line of 20th Street and the North line of Grantor's 100 foot wide right of way; thence northwesterly along said right of way line 730 feet; thence southwesterly at right angle 17 feet; thence southeasterly along a line that lies parallel with and 33 feet northerly from the centerline of Grantor's main tract, 722 feet more or less to the West line of 20th Street; thence northeasterly 18 feet more or less to the point of beginning.

Parcel 2:

A tract of land in the E 1/2 of Section 20, Township 1 North, Range 8 West in the 3rd P.M. at Belleville, St. Clair County, Illinois beginning at the point of intersection of the East line of 20th Street and the North line of Grantor's 100 foot wide right of way; thence southeasterly along said right of way line 340 feet more or less to the West line of 19th Street; thence southwesterly along said West line 18 feet more or less to a line that lies parallel with and 33 feet northerly from the centerline of Grantor's main tract; thence northwesterly along the last said parallel line 340 feet more or less to the East line of 20th Street; thence northeasterly 18 feet more or less to the point of beginning.

Parcel 3:

A tract of land in the E 1/2 of Section 20, Township 1 North, Range 8 West in the 3rd P.M. at Belleville, St. Clair County, Illinois beginning at the point of intersection of the East line of 20th Street and the South line of Grantor's 100 foot wide right of way 355 feet more or less to the West line of 19th Street; thence northeasterly along said West line 20 feet more or less to a line that lies parallel with and 30 feet southerly from the centerline of Grantor's main tract; thence northwesterly along the last said parallel line 350 feet more or less to the East line of 20th Street; thence southwesterly 21 feet more or less to the point of beginning.

Except any interest in the coal, oil, gas, and other minerals underlying the land which have been heretofore conveyed or reserved in prior conveyances, and all rights and easements in favor of the estate of said coal, oil, gas, and other minerals, if any.

Situated in the County of St. Clair, State of Illinois.

Informational Notes:

Parcel ID #: 08-20.0-223-016

Property Address: 22nd St. Belleville, IL 62226

Informational Notes:

Parcel ID #: 08-20.0-402-020
Property Address: S 20th St. Belleville, IL 62226

Informational Notes:

Parcel ID #: 08-20.0-401-040
Property Address: S 20th St. Belleville, IL 62226

Prior Deed Reference: Book 2776 page 270 as Document No. A01015494

\$15.00 PAID

THIS INDENTURE Witnesseth that the Grantor, the ILLINOIS CENTRAL RAILROAD COMPANY, a Delaware Corporation, 233 North Michigan Avenue, Chicago, Illinois 60601, for and in consideration of the sum of FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00) in hand paid and other valuable consideration, hereby conveys, releases, remises and forever quitclaims to the Grantee, CITY OF BELLEVILLE, ILLINOIS, a municipal corporation of the State of Illinois all its right, title, interest and claim in and to the following described lands and property situated in the County of St. Clair and State of Illinois to wit:

Eight parcels of land in the E 1/2 of Section 20, T. 1 N. R. 8 W. 3rd P.M. at Belleville, St. Clair County, Illinois described as follows:

- 1) Beginning at the intersection of the West line of 20th Street and the North line of Grantor's 100' wide right of way; Thence northwesterly along said right of way line 730'; Thence southwesterly at right angle 17'; Thence southeasterly along a line that lies parallel with and 33' northerly from the centerline of Grantor's main track, 722' more or less to the West line of 20th Street; Thence northeasterly 18' more or less to the point of beginning. *08-20-0-223-010 08-20-0-506-223 010*
- 2) Beginning at the point of intersection of the East line of 20th Street and the North line of Grantor's 100' wide right of way; Thence southeasterly along said right of way line 340' more or less to the West line of 19th Street; Thence southwesterly along said West line 18' more or less to a line that lies parallel with and 33' northerly from the centerline of Grantor's main track; Thence northwesterly along the last said parallel line 340' more or less to the East line of 20th Street; Thence northeasterly 18' more or less to the point of beginning. *08-20-0-402-020 08-20-0-506-402 010*
- 3) Beginning at the point of intersection of the East line of 20th Street and the South line of Grantor's 100' wide right of way; Thence southeasterly along said right of way line 355' more or less to the West line of 19th Street; Thence northeasterly along said West line 20' more or less to a line that lies parallel with and 30' southerly from the centerline of Grantor's main track; Thence northwesterly along the last said parallel line 350' more or less to the East line of 20th Street; Thence southwesterly 21' more or less to the point of beginning. *08-20-0-401-010 08-20-0-506-401 010*
- 4) Beginning at the point of intersection of the East line of 19th Street and the North line of Grantor's 100' wide right of way; Thence southeasterly along said right of way line 155'; Thence southwesterly at right angle 17'; Thence northwesterly along a line that lies parallel with and 33' northerly from the centerline of Grantor's main track, 157' more or less to the East line of 19th Street; Thence northeasterly 18' more or less to the point of beginning. *08-20-0-506-157 010*
- 5) Beginning at the point of intersection of the West line of 18th Street and the South line of Grantor's 100' wide right of way; Thence northwesterly along said right of way line 300'; Thence northeasterly at right angle 15'; Thence southeasterly along a line that lies parallel with and 35' southerly from the centerline of Grantor's main track, 301' more or less to the West line of 18th Street; Thence southwest 16' more or less to the point of beginning. *08-20-0-506-301 010*
- 6) Beginning at the point of intersection of the West line of 17th Street and the North line of Grantor's 100' wide right of way; Thence northwesterly along said right of way line 270' more or less to the northeasterly extension of the East line of 18th Street; Thence southwesterly along said extension 18' more or less to a line that lies parallel with and 33' northerly from the centerline of Grantor's main track; Thence southeasterly along said parallel line 272' more or less to the West line of 17th Street; Thence northeasterly 17' more or less to the point of beginning. *08-20-0-506-272 010*
- 7) Beginning at the point of intersection of the West line of 17th Street and the South line of Grantor's 100' wide right of way; Thence northwesterly along said right of way line 272' more or less to the East line of 18th Street; Thence northeasterly along said East line 18' more or less to a line that lies parallel with and 33' southerly from the centerline of Grantor's main track;

J. # 27654

APPROVED BY THE CITY CLERK
SUBJECT TO THE TERMS OF THE DEED
Director

Thence southeasterly along said parallel line 270' more or less to the West line of 17th Street; Thence southwesterly 17' more or less to the point of beginning.

08-20-0-506-003⁰¹⁸ DIV

8) Beginning at the point of intersection of the West line of 16th Street and the North line of Grantor's 100' wide right of way; Thence northwesterly along said right of way line 300' more or less to the East line of 17th Street; Thence southwesterly along said East line 17' more or less to a line that lies parallel with and 33' northerly from the centerline of Grantor's main track; Thence southeasterly along said parallel line 300' more or less to the West line of 16th Street; Thence northeasterly 17' more or less to the point of beginning.

08-20-0-506-005⁰¹⁸ DIV

Also a strip of land in the SE 1/4 Section 20 and the SW 1/4 Section 21, T 1 N., R. 8 W. 3rd P.M. at Belleville, St. Clair County, Illinois described as follows:

Beginning at the point of intersection of the East line of 16th Street and the North line of Grantor's 100' wide right of way; Thence southeasterly along said right of way line 430'; Thence southwesterly at right angle 17' to a line that lies parallel with and 33' North from the centerline of Grantor's main track; Thence northwesterly along said parallel line 430' more or less to the East line of 16th Street; Thence northeasterly 17' more or less to the point of beginning.

08-20-0-506-007⁰¹⁸ DIV
08-21-0-506-001⁰¹⁸ DIV

Also a strip of land in the SW 1/4 of Section 21 and the NW 1/4 of Section 28 T. 1 N., R. 8 W. 3rd P.M. at Belleville, St. Clair County, Illinois, described as follows:

Beginning at the point of intersection of the East line of 9th Street and the North line of Grantor's 100' wide right of way; Thence southeasterly along said right of way line 268' more or less to the West line 8th Street; Thence southwesterly along said West line 26' more or less to a line that lies parallel with and 25' North from the centerline of Grantor's main track; Thence northwesterly along said parallel line 268' more or less to the East line of 9th Street; Thence northeasterly 26' more or less to the point of beginning.

08-21-0-506-008⁰¹⁸ DIV

Also a parcel of land in the SE 1/4 NE 1/4 of Section 28 T. 1 N. R. 8 W. 3rd P.M. at Belleville, St. Clair County, Illinois described as follows:

Beginning at the southwest corner of Lot 44 Chandler & Abend's Addition; Thence North along the West line of said Lot 44, a distance of 12'; Thence angle to the left 47° 30' a distance of 78' more or less to a line that lies parallel with and 10' South from the centerline of Grantor's Industry Lead Track (old South Bound Main Track); Thence westerly along said parallel line 175'; Thence southerly at right angle 13' more or less to the South line of Grantor's right of way; Thence easterly and southeasterly along said South right of way line to the point of beginning.

08-28-0-506-051⁰¹⁸ DIV

Excepting and excluding from all of the above all the coal, oil, gas and other minerals underlying the same and all rights and easements in favor of the owner of the mineral estate or any party claiming by, through, or under said estate.

STATE OF ILLINOIS
ST. CLAIR COUNTY
FILED FOR RECORD IN
THE RECORDERS OFFICE

1990 MAR 28 AM 8:30
BOOK 2776 PAGE 270

RECORDED

GRANTOR reserves the right for the continued maintenance, replacement and use of all existing conduits, sewers, water mains, gas lines, electric power lines, wires and other utilities and easements on said premises whether or not of record including the repair, reconstruction and replacement thereof and Grantee agrees not to interfere with the rights herein reserved or any facilities used pursuant thereto.

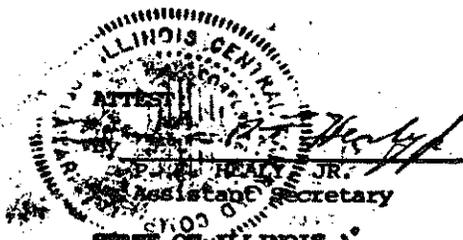
As a part of the consideration hereof, and in accepting this conveyance, the Grantee agrees and binds itself to purchase, affix and cancel any and all documentary stamps of every kind and nature in the amount prescribed by statute, and to pay any and all required transfer taxes and fees incidental to recordation of this instrument.

The words "GRANTOR" and "GRANTEE" used herein shall be construed as if they read "Grantors" and "Grantees", respectively, whenever the sense of this instrument so requires and whether singular or plural, such words shall be deemed to include, in all cases, the heirs or successors and assigns of the respective parties.

IN WITNESS WHEREOF, ILLINOIS CENTRAL RAILROAD COMPANY, the Grantor, has caused these presents to be signed by its President and Chief Executive Officer and its corporate seal, duly attested by its Assistant Secretary to be hereunto affixed, they being thereunto duly authorized this 20th day of MARCH, 1990

ILLINOIS CENTRAL RAILROAD COMPANY

By E. L. Moyers
E. L. Moyers
President and Chief Executive Officer



"Exempt under provisions of Paragraph ; Section 4, Real Estate Transfer Tax Act.

STATE OF ILLINOIS)
COUNTY OF COOK) SS

Date Buyer, Seller or Representative

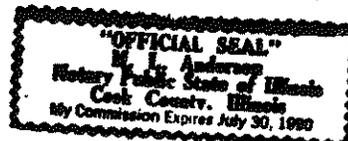
I, the undersigned, a Notary Public, in and for said County and State aforesaid, Do Hereby Certify that E. L. Moyers, personally known to me to be the President and Chief Executive Officer of the ILLINOIS CENTRAL RAILROAD COMPANY, a Delaware corporation and P. F. Healy, Jr., personally known to me to be the Assistant Secretary of said corporation and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged under oath that as such President and Chief Executive Officer and Assistant Secretary of said corporation, they signed and delivered the said instrument as President and Chief Executive Officer and Assistant Secretary, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation as their free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and seal this 20th day of March, 1990.

M. L. Anderson
NOTARY PUBLIC

My Commission Expires: _____

THIS INSTRUMENT PREPARED BY:
Real Estate Department [Signature]
ILLINOIS CENTRAL RAILROAD COMPANY
233 North Michigan Avenue
Chicago, Illinois 60601





July 08, 2020

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

EASEMENT UPGRADE REQUEST
TRANSMISSION LINE Belleville 17th Street Spur

Tax ID No(s): 08-20.0-402-020
Easement No.: 107.01

Dear Property Owner,

To meet our commitment to provide customers safe and reliable service, Ameren Illinois seeks to define the easement along the Belleville 17th Street Spur overhead electric transmission line. This existing 1.2-mile corridor passes through St. Clair County in Illinois, including property you own.

The proposed easement would define the right-of-way easement to 100 feet. Ameren Illinois is seeking to define the right-of-way easement so that we can prevent trees and vegetation from compromising existing transmission lines. The easement simply defines the protective space around these lines so that the reliability of the lines can be improved.

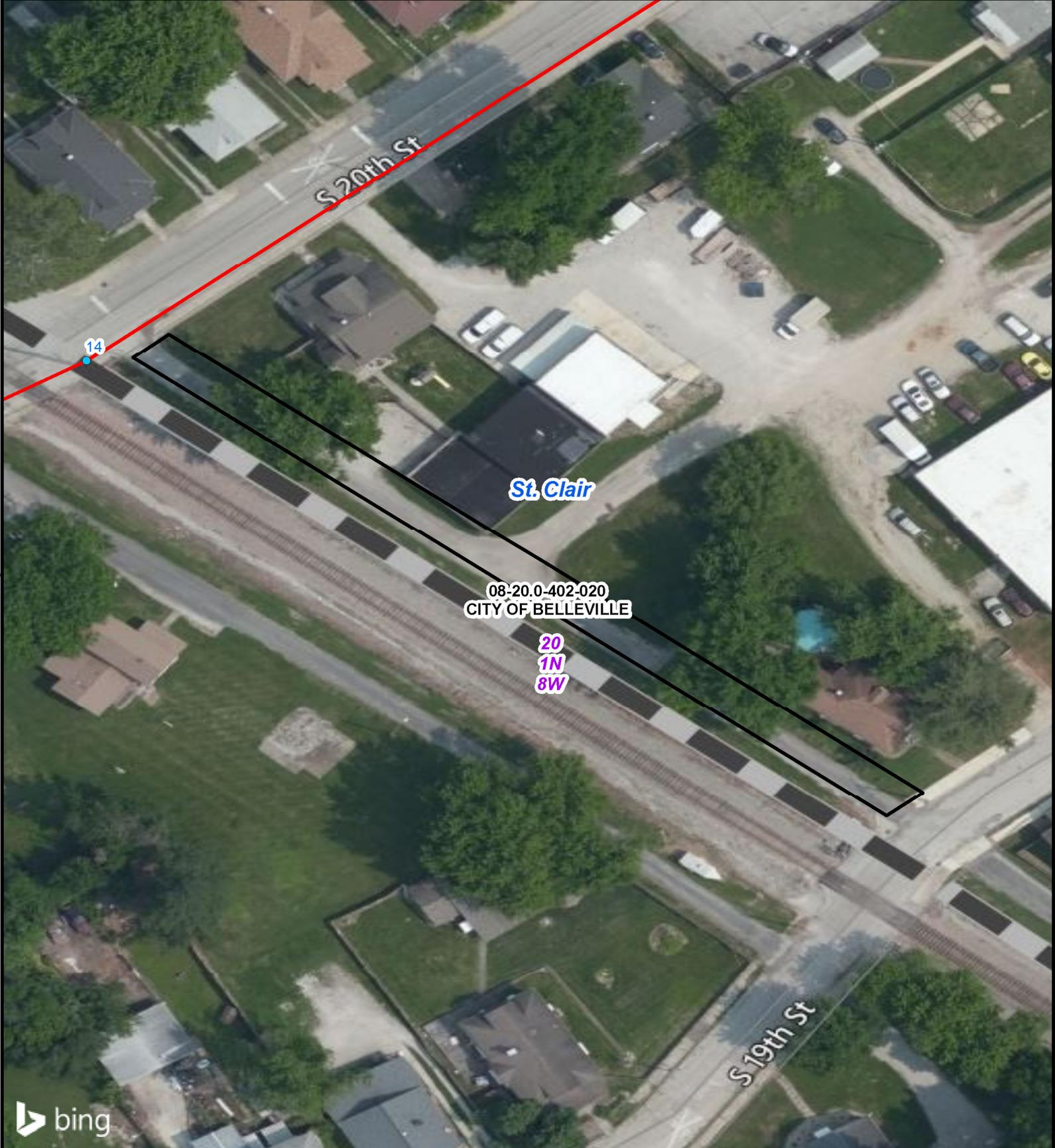
You will soon be contacted by a representative to discuss our proposal to purchase the defined right of way easement on property you own in St. Clair County. Ameren Illinois will offer property owners current market value for the area impacted by the easement expansion. If an agreement cannot be reached with a property owner, the existing right-of-way will remain as-is.

Ameren Illinois has hired Volkert, Inc., to represent us in negotiating with local land owners. A Volkert representative will contact you in the near future to arrange a convenient time to discuss our proposal in detail. If you would like to contact us sooner to schedule an appointment, Teresa McClure can be reached by phone at 618.345.8918 or via email at ameren.info@volkert.com.

We look forward to working with you. Thank you for your time.

Sincerely,

Tara B. Green
Senior Real Estate Agent



bing



Belleville 17th Spur

08-20.0-402-020

- Structures
- Substations
- Transmission Line
- Parcels
- IL Counties
- PLSS

This area to be used for recording information only.

Agreement ID: _____

Project ID: _____

Line Name: Belleville 17th Street Spur

TRANSMISSION EASEMENT

(Illinois)

For and in consideration of the sum of Ten and No/100ths Dollars (\$10.00), the receipt and sufficiency of which is hereby acknowledged, and other good and valuable consideration which Grantee promises to pay within ninety (90) days from (i) the Effective Date or (ii) the release of, or subordination to, this Easement by the holders of any liens or encumbrances of record, whichever date is later, City of Belleville, Illinois, a municipal corporation, its successors and assigns, hereinafter referred to as Grantor, whether one or more and whether an individual, individuals, or a corporation does hereby grant, bargain, sell, warrant, convey, and confirm unto AMEREN ILLINOIS COMPANY D/B/A AMEREN ILLINOIS, its successors and assigns, hereinafter referred to as Grantee, a perpetual Easement, with the right, privilege, and authority of Grantee, its agents, contractors, and subcontractors, to survey, stake, construct, reconstruct, erect, place, keep, operate, maintain, repair, inspect, patrol, renew, add to the number of and relocate at will, at any time, and from time to time, a line or lines consisting of towers, poles, conduits, and appurtenances, crossarms, wires, cables, transformers, anchors, guy wires, foundations, footings, and any other necessary fixtures, equipment, and appurtenances for the purpose of transmitting electric energy or other power, and for telecommunications, in, on, upon, along, over, through, across, and under the following-described lands situated in St. Clair County, Illinois.

08-20.0-402-020

The location or footprint of said Easement being more particularly and legally described and depicted on Exhibit "A" attached hereto and made a part hereof (the "Easement Area").

Together with the perpetual right, permission, privilege, and authority in Grantee, its agents, contractors, and subcontractors to: Trim, cut, clear, or remove, at any time and by any means, within or on either side of the Easement Area or the premises of the Grantor adjoining the same, any trees, brush, and obstructions which, in the judgment of Grantee, may endanger the safety of or interfere with Grantee's exercise of the rights herein conveyed; to use reasonable working space adjacent to said Easement Area during construction, reconstruction, operation, maintenance, repair, renewal, or removal of Grantee's facilities; to remove, at Grantee's option at any time, any or all of Grantee's facilities erected in, on, upon, over, and under the herein described Easement Area; and the right of ingress and egress to, from, and over the herein described Easement Area and any of the adjoining lands of the Grantor at any and all times for doing anything necessary or convenient in the exercise of the rights herein conveyed or to access Easements on adjoining parcels.

The Grantor agrees that it will not erect any building or structure or create or permit any hazard or obstruction of any kind or character which, in the judgment of Grantee, will interfere with Grantee's exercise of the rights herein conveyed.

The Grantor warrants and covenants unto Grantee that, subject to liens and encumbrances of record at the date of this Easement, it is the owner of the above-described land and has the full right and authority to grant this Easement, and that Grantee may quietly enjoy the premises for the uses set forth above.

The Grantee shall be responsible for actual damages occurring to the Easement Area or other premises of the Grantor as a result of Grantee's exercise of the rights herein conveyed (except the trimming, cutting, clearance, or removal of trees, brush, and other obstructions) and shall, in Grantee's sole discretion, either repair and restore or reimburse the owner thereof for such loss or damages.

This Easement shall be governed by the laws of the State of Illinois.

TO HAVE AND TO HOLD the Easement aforesaid, with all and singular the rights, privileges, appurtenances, and immunities thereto belonging or in anywise appertaining unto said Grantee, its successors, assigns, agents, contractors, and subcontractors, forever.

This Easement conveyance shall run with the land and shall be binding upon the parties hereto, their heirs, successors, executors, administrators, and assigns.

The Grantor hereby releases and waives all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

IN WITNESS WHEREOF, the said Grantor has hereunto caused this Easement to be signed this [redacted] day of [redacted] 20 [redacted].

By: _____
Signature

Name: City of Belleville, Illinois, a municipal corporation

Title: _____

ALL PURPOSE ACKNOWLEDGMENT

STATE OF _____

COUNTY OF _____

} ss

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for said State, personally appeared (print or type names):

to me known to be the person described in and who executed the foregoing instrument and acknowledged that he/she/they executed the same as his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

Capacity Claimed By Signator(s)			
<input type="checkbox"/> Individual(s)	<input type="checkbox"/> Corporate	<input type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Partner(s)
<input type="checkbox"/> Trustee(s)	<input type="checkbox"/> Title(s) of Officer(s):	<input type="checkbox"/> Member(s)/Manager(s):	<input type="checkbox"/> Limited Partnership
<input type="checkbox"/> Executor(s)	_____	_____	<input type="checkbox"/> General Partnership
<input type="checkbox"/> Administrator(s)	_____	_____	<input type="checkbox"/> Other (Specify Below):
<input type="checkbox"/> Attorney-In-Fact	_____	_____	_____
<input type="checkbox"/> Conservator(s)	_____	_____	_____
<input type="checkbox"/> Guardian(s)	_____	_____	_____

My Commission Expires

Notary Public

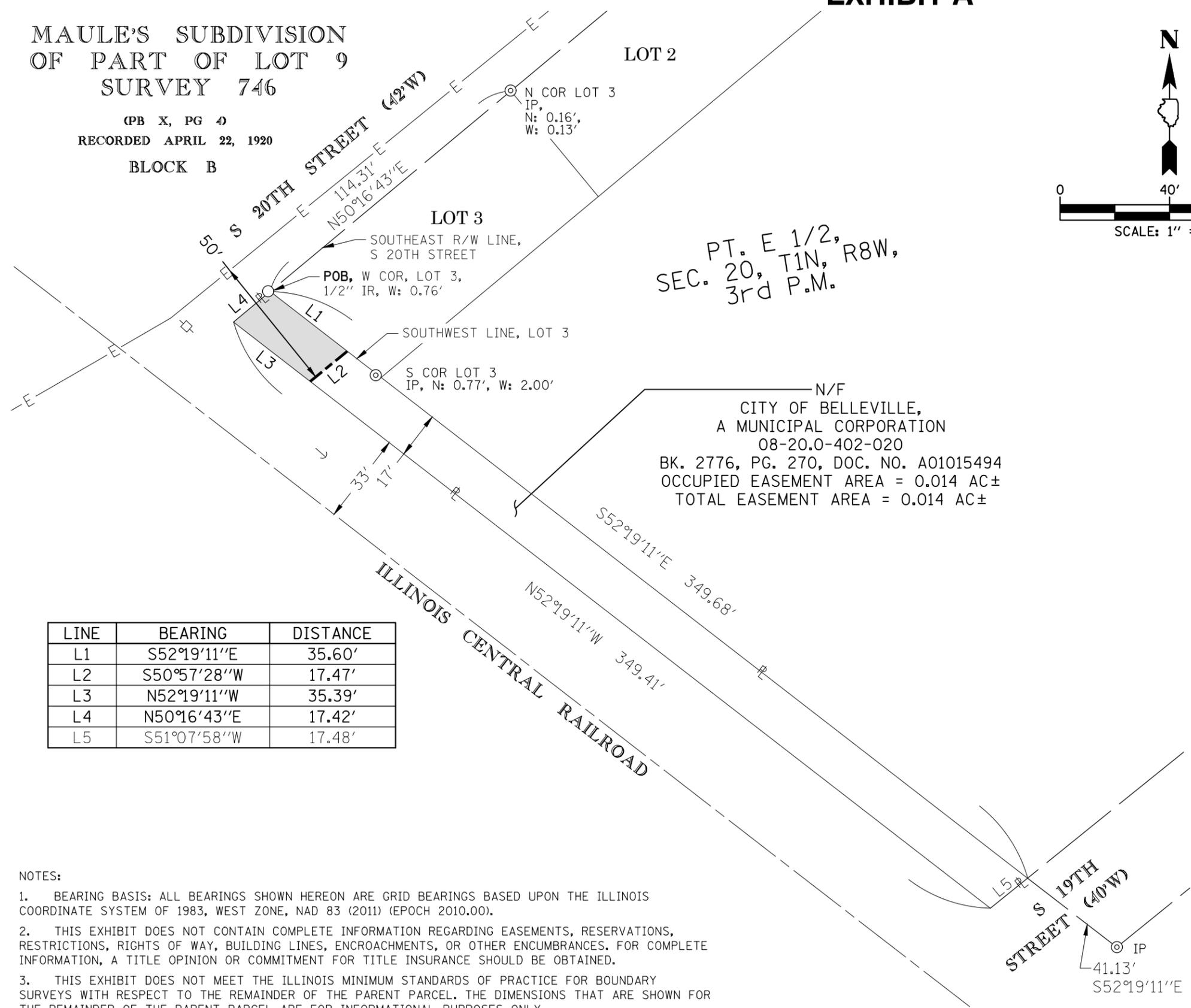
Prepared by: Volkert, Inc. - Morgan Hobbs
1500 Eastport Plaza Dr., Suite 200
Collinsville, IL 62234

Return to: Volkert, Inc. - Teresa McClure
1500 Eastport Plaza Dr., Suite 200
Collinsville, IL 62234

"EXHIBIT A"

MAULE'S SUBDIVISION
OF PART OF LOT 9
SURVEY 746

(PB X, PG 4)
RECORDED APRIL 22, 1920
BLOCK B

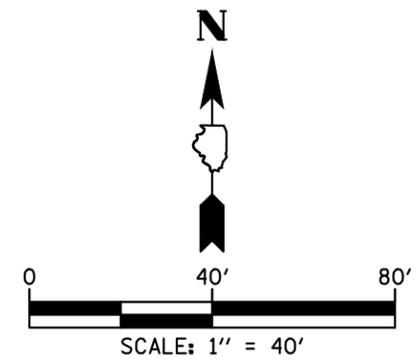


PT. E 1/2,
SEC. 20, T1N, R8W,
3rd P.M.

N/F
CITY OF BELLEVILLE,
A MUNICIPAL CORPORATION
08-20.0-402-020
BK. 2776, PG. 270, DOC. NO. A01015494
OCCUPIED EASEMENT AREA = 0.014 AC±
TOTAL EASEMENT AREA = 0.014 AC±

LINE	BEARING	DISTANCE
L1	S52°19'11"E	35.60'
L2	S50°57'28"W	17.47'
L3	N52°19'11"W	35.39'
L4	N50°16'43"E	17.42'
L5	S51°07'58"W	17.48'

- NOTES:
1. BEARING BASIS: ALL BEARINGS SHOWN HEREON ARE GRID BEARINGS BASED UPON THE ILLINOIS COORDINATE SYSTEM OF 1983, WEST ZONE, NAD 83 (2011) (EPOCH 2010.00).
 2. THIS EXHIBIT DOES NOT CONTAIN COMPLETE INFORMATION REGARDING EASEMENTS, RESERVATIONS, RESTRICTIONS, RIGHTS OF WAY, BUILDING LINES, ENCROACHMENTS, OR OTHER ENCUMBRANCES. FOR COMPLETE INFORMATION, A TITLE OPINION OR COMMITMENT FOR TITLE INSURANCE SHOULD BE OBTAINED.
 3. THIS EXHIBIT DOES NOT MEET THE ILLINOIS MINIMUM STANDARDS OF PRACTICE FOR BOUNDARY SURVEYS WITH RESPECT TO THE REMAINDER OF THE PARENT PARCEL. THE DIMENSIONS THAT ARE SHOWN FOR THE REMAINDER OF THE PARENT PARCEL ARE FOR INFORMATIONAL PURPOSES ONLY.
 4. DOCUMENTS, DEED BOOKS, AND/OR VOLUMES SHOWN HEREON ARE PER THE ST. CLAIR COUNTY ILLINOIS RECORDS.
 5. FIELD SURVEY WAS COMPLETED JANUARY OF 2020.



LEGEND

	PARCEL LINE
	RIGHT OF WAY LINE
	TRANSMISSION LINE 1586A
	EXISTING RAILROAD CENTERLINE
	OCCUPIED EASEMENT LINE
	TRANSMISSION LINE STRUCTURE
	GUY ANCHOR
	IRON ROD FOUND
	IRON PIPE FOUND
	POINT OF BEGINNING
	OCCUPIED EASEMENT AREA

EASEMENT LEGAL DESCRIPTION:
THAT PART OF THE EAST HALF OF SECTION 20, TOWNSHIP 1 NORTH,
RANGE 8 WEST OF THE THIRD PRINCIPAL MERIDIAN, ST. CLAIR COUNTY,
ILLINOIS DESCRIBED AS FOLLOWS:

BEGINNING AT THE WEST CORNER OF LOT 3 OF BLOCK "B" OF MAULE'S SUBDIVISION OF PART OF LOT 9 SURVEY 746, AS PER PLAT RECORDED IN THE ST. CLAIR COUNTY RECORDER'S OFFICE IN PLAT BOOK "X", PAGE 4; THENCE SOUTH 52 DEGREES 19 MINUTES 11 SECONDS EAST, ALONG THE SOUTHWEST LINE OF SAID LOT 3, 35.60 FEET; THENCE SOUTH 50 DEGREES 57 MINUTES 28 SECONDS WEST, A DISTANCE OF 17.47 FEET TO A POINT ON A LINE BEING 17 FEET SOUTHWESTERLY OF SAID SOUTHWEST LINE OF LOT 3, AS MEASURED AT RIGHT ANGLES FROM SAID LINE; THENCE NORTH 52 DEGREES 19 MINUTES 11 SECONDS WEST, ALONG SAID LINE BEING 17 FEET SOUTHWESTERLY OF SAID SOUTHWEST LINE OF LOT 3, 35.39 FEET TO THE INTERSECTION WITH THE SOUTHEAST RIGHT OF WAY LINE OF SOUTH 20TH STREET (42'W); THENCE NORTH 50 DEGREES 16 MINUTES 43 SECONDS EAST, ALONG THE SAID SOUTHEAST RIGHT OF WAY LINE, 17.42 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 0.014 ACRES, MORE OR LESS, OF WHICH 0.014 ACRES, MORE OR LESS, HAS BEEN PREVIOUSLY OCCUPIED FOR EASEMENT PURPOSES.



Michael S. Sherbut 06-26-2020

MICHAEL S. SHERBUT
ILLINOIS PROFESSIONAL LAND SURVEYOR
#035.003156
LICENSE EXPIRES 11/30/2020

AMEREN ILLINOIS
BELLEVILLE 17TH STREET SPUR (1586A)
TAX ID NO. 08-20.0-402-020
ST. CLAIR COUNTY, ILLINOIS

VOLKERT
1500 EASTPORT PLAZA DRIVE
SUITE 200
COLLINSVILLE, IL 62234
618.345.8918
IL DESIGN FIRM # 184.004027



Owner City of Belleville, Illinois
 County St. Clair
 Parcel No. 08-20.0-402-020

We order and direct the payment from Ameren Illinois for an Easement consisting of 0.014 acres located in St. Clair County, Illinois, as right of way for Ameren, for the total sum of Five Hundred and No Dollars (\$500.00) to be distributed as follows:

Party and Interest	S.S.N. or E.I.N.	Amount
City of Belleville, Illinois		\$500.00

_____ Signature	_____ Signature
_____ Print Name	_____ Print Name
_____ Signature	_____ Signature
_____ Print Name	_____ Print Name

Date: _____

Possession and transfer of easement to Ameren Illinois occurs when Grantee delivers a payment to Grantor, in person or by mail, in the amount of the above stated consideration, unless provided herein. This Receipt, Closing Statement, Designation of Funds and conveyance documents are the entire and exclusive agreement between the parties and supersede any written or oral understanding, promise or agreement, directly or indirectly related to the purchase of the easement. The parties agree that any changes to this Receipt may only be made in writing and signed by the parties.

Receipt and Designation of the Funds, executed by these Grantors, is acknowledged.

Date

Negotiator for Ameren Illinois Company

If you have any questions or need additional information, please feel free to call Volkert, Inc. at 618.345.8918

Easement Amount	\$ _____
Damages Amount	\$ _____
Total	\$ _____
Detailed Damages Description	_____



Owner City of Belleville, Illinois, a municipal corporation

County St. Clair

Parcel No. 08-20.0-402-020

Structure Num. 14 - 15

Address _____

Phone _____

Email _____

Please check all that apply

- Animals On Property _____ Locked Gate
- Endangered Species Present _____
- Fence Sprinkler System
- Septic System within the easement area
- Drain Tile _____
- Outbuilding NEAR or ON easement right of way. Type: _____
- Call number listed for accessing property: _____
- During hunting season please contact for safety. Hunting time frame: _____
- Specific clearing request: _____

*If no specific request is indicated, all vegetation within the easement area will be cut.

ROW Access request (Preferred route): _____

Other - please describe below

Signature

Signature

Print

Print

Date: _____

Special Conditions, executed by these Grantors, is acknowledged.

Date

Negotiator for Ameren Illinois Company

If you have any questions or need additional information, please feel free to call Volkert, Inc. at 618.345.8918

Trees on Property _____

Ameren Approval _____

Easement No. 107.01

Line Name-Number: Belleville 17th Street Spur - 1586A

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	Exempt payee code (if any) _____
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.	Exemption from FATCA reporting code (if any) _____
	<input type="checkbox"/> Other (see instructions) ▶ _____ (Applies to accounts maintained outside the U.S.)	
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
-				-					
or									
Employer identification number									
-									

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

File No: 1916576BMT
Customer File No: Belleville 17th Street Spur - 1586A
PPN: 08-20.0-223-016; PPN: 08-20.0-402-020 &
PPN: 08-20.0-401-040

Benchmark Title Company, LLC
1124 Hartman Lane; Suite 110
Shiloh, IL 62221
Phone: 618-239-3750

INFORMATIONAL TITLE REPORT

Original, Print Date: January 15, 2020

- A. Effective Date: January 9, 2020 @ 8:00AM**
- B. The estate or interest in the land described or referred to in this Report is **Fee Simple****
- C. According to the St. Clair County Records, title to the estate or interest in the subject land is at the Effective Date vested in:**

City of Belleville, a municipal corporation

Click here for a copy of [Vesting Deed](#)

- D. The subject land is described as follows:**
SEE ATTACHED EXHIBIT "A"

Prior Deed Reference: Book 2776 page 270 as Document No. A01015494

Benchmark Title Company, LLC

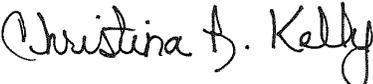
By: 

Exhibit A

File No: 1916576BMT

Parcel 1:

A tract of land in the E 1/2 of Section 20, Township 1 North, Range 8 West in the 3rd P.M. at Belleville, St. Clair County, Illinois beginning at the intersection of the West line of 20th Street and the North line of Grantor's 100 foot wide right of way; thence northwesterly along said right of way line 730 feet; thence southwesterly at right angle 17 feet; thence southeasterly along a line that lies parallel with and 33 feet northerly from the centerline of Grantor's main tract, 722 feet more or less to the West line of 20th Street; thence northeasterly 18 feet more or less to the point of beginning.

Parcel 2:

A tract of land in the E 1/2 of Section 20, Township 1 North, Range 8 West in the 3rd P.M. at Belleville, St. Clair County, Illinois beginning at the point of intersection of the East line of 20th Street and the North line of Grantor's 100 foot wide right of way; thence southeasterly along said right of way line 340 feet more or less to the West line of 19th Street; thence southwesterly along said West line 18 feet more or less to a line that lies parallel with and 33 feet northerly from the centerline of Grantor's main tract; thence northwesterly along the last said parallel line 340 feet more or less to the East line of 20th Street; thence northeasterly 18 feet more or less to the point of beginning.

Parcel 3:

A tract of land in the E 1/2 of Section 20, Township 1 North, Range 8 West in the 3rd P.M. at Belleville, St. Clair County, Illinois beginning at the point of intersection of the East line of 20th Street and the South line of Grantor's 100 foot wide right of way 355 feet more or less to the West line of 19th Street; thence northeasterly along said West line 20 feet more or less to a line that lies parallel with and 30 feet southerly from the centerline of Grantor's main tract; thence northwesterly along the last said parallel line 350 feet more or less to the East line of 20th Street; thence southwesterly 21 feet more or less to the point of beginning.

Except any interest in the coal, oil, gas, and other minerals underlying the land which have been heretofore conveyed or reserved in prior conveyances, and all rights and easements in favor of the estate of said coal, oil, gas, and other minerals, if any.

Situated in the County of St. Clair, State of Illinois.

INFORMATIONAL TITLE REPORT

(ITEMS OF RECORD)

The following items are disclosed by the public records of the County of St. Clair and are being shown for informational purposes only:

- A. **All assessments and taxes for the year 2019, 2020 and all subsequent years. 2019 and 2020 taxes not yet due and payable.**

The lien of the General Taxes for the year 2018 appear EXEMPT for Parcel I.D. No 08-20.0-223-016; c/k/a: 22nd St.; Belleville, IL 62226. Address and Parcel I.D. No. are subject to change by County authorities. Tax assessment reduced by the Homestead Exemption in the amount of \$0.00, Senior Citizens' Homestead Exemption in the amount of \$0.00, and the Senior Citizens' Assessment Freeze Homestead Exemption in the amount of \$0.00.

The lien of the General Taxes for the year 2018 appear EXEMPT for Parcel I.D. No 08-20.0-402-020; c/k/a: S 20th St.; Belleville, IL 62226. Address and Parcel I.D. No. are subject to change by County authorities. Tax assessment reduced by the Homestead Exemption in the amount of \$0.00, Senior Citizens' Homestead Exemption in the amount of \$0.00, and the Senior Citizens' Assessment Freeze Homestead Exemption in the amount of \$0.00.

The lien of the General Taxes for the year 2018 appear EXEMPT for Parcel I.D. No 08-20.0-401-040; c/k/a: S 20th St.; Belleville, IL 62226. Address and Parcel I.D. No. are subject to change by County authorities. Tax assessment reduced by the Homestead Exemption in the amount of \$0.00, Senior Citizens' Homestead Exemption in the amount of \$0.00, and the Senior Citizens' Assessment Freeze Homestead Exemption in the amount of \$0.00.

NOTE: The due dates for 2018 tax bills were as follows: 6/21/2019 and 8/21/2019. The due dates for 2019 and 2020 tax bills are not yet available.

- B. **Existing unrecorded leases and all rights thereunder of the lessees and of any person or party claiming by, through or under the lessees.**
- C. **Rights of the public or quasi-public utility companies in and to any portion of the land used for utility purposes.**
- D. **Rights of the public, the State of Illinois and the municipality in and to that part of the land, if any, taken or used for road purposes.**

E. ATTENTION: NO SEARCH HAS BEEN MADE FOR ANY DOCUMENTS IN THE CHAIN OF TITLE WHICH HAVE BEEN RECORDED 30 YEARS PRIOR TO THE EFFECTIVE DATE OF THIS REPORT AND THEREFORE NO REFERENCE HAS BEEN MADE TO ANY DOCUMENTS RECORDED PRIOR TO THIS 30 YEAR SEARCH START DATE.

Click here for copy of [Sidwell](#)

Click here for copy of [Aerial Maps](#)

Click here for copy of [Tax Sheets](#)

NOTE: The foregoing information is furnished strictly with the understanding that such information has been taken from the public record without a complete examination of instruments that purport to affect the subject real property and therefore, Benchmark Title Company, LLC assumes no liability as to the accuracy or completeness of such information.

Benchmark Title Company, LLC shall have no liability for this report unless the invoice for this report is paid in full within 30 days of the invoice date.

Benchmark Title Company, LLC's liability for this report is limited to \$1,000.00. There is no liability assumed for items not indexed properly in the public records or other data bases on which Benchmark Title Company, LLC relies or for matters that would be disclosed by an accurate survey or inspection of the property. This report and the legal description given herein are based upon information supplied by the applicant as to the location and identification of the property in question, and no liability is assumed for any discrepancies resulting therefrom.

This report is prepared by Benchmark Title Company, LLC for informational purposes only, as an accommodation, does not represent a commitment to insure title, nor is it an abstract of title. Further, the report is not an opinion as to the marketability of title to the subject premises and should not be considered providing legal advice.

LEGAL DESCRIPTION

EXHIBIT A

Parcel 1:

A tract of land in the E 1/2 of Section 20, Township 1 North, Range 8 West in the 3rd P.M. at Belleville, St. Clair County, Illinois beginning at the intersection of the West line of 20th Street and the North line of Grantor's 100 foot wide right of way; thence northwesterly along said right of way line 730 feet; thence southwesterly at right angle 17 feet; thence southeasterly along a line that lies parallel with and 33 feet northerly from the centerline of Grantor's main tract, 722 feet more or less to the West line of 20th Street; thence northeasterly 18 feet more or less to the point of beginning.

Parcel 2:

A tract of land in the E 1/2 of Section 20, Township 1 North, Range 8 West in the 3rd P.M. at Belleville, St. Clair County, Illinois beginning at the point of intersection of the East line of 20th Street and the North line of Grantor's 100 foot wide right of way; thence southeasterly along said right of way line 340 feet more or less to the West line of 19th Street; thence southwesterly along said West line 18 feet more or less to a line that lies parallel with and 33 feet northerly from the centerline of Grantor's main tract; thence northwesterly along the last said parallel line 340 feet more or less to the East line of 20th Street; thence northeasterly 18 feet more or less to the point of beginning.

Parcel 3:

A tract of land in the E 1/2 of Section 20, Township 1 North, Range 8 West in the 3rd P.M. at Belleville, St. Clair County, Illinois beginning at the point of intersection of the East line of 20th Street and the South line of Grantor's 100 foot wide right of way 355 feet more or less to the West line of 19th Street; thence northeasterly along said West line 20 feet more or less to a line that lies parallel with and 30 feet southerly from the centerline of Grantor's main tract; thence northwesterly along the last said parallel line 350 feet more or less to the East line of 20th Street; thence southwesterly 21 feet more or less to the point of beginning.

Except any interest in the coal, oil, gas, and other minerals underlying the land which have been heretofore conveyed or reserved in prior conveyances, and all rights and easements in favor of the estate of said coal, oil, gas, and other minerals, if any.

Situated in the County of St. Clair, State of Illinois.

Informational Notes:

Parcel ID #: 08-20.0-223-016

Property Address: 22nd St. Belleville, IL 62226

Informational Notes:

Parcel ID #: 08-20.0-402-020
Property Address: S 20th St. Belleville, IL 62226

Informational Notes:

Parcel ID #: 08-20.0-401-040
Property Address: S 20th St. Belleville, IL 62226

Prior Deed Reference: Book 2776 page 270 as Document No. A01015494

\$15.00 PAID

THIS INDENTURE Witnesseth that the Grantor, the ILLINOIS CENTRAL RAILROAD COMPANY, a Delaware Corporation, 233 North Michigan Avenue, Chicago, Illinois 60601, for and in consideration of the sum of FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00) in hand paid and other valuable consideration, hereby conveys, releases, remises and forever quitclaims to the Grantee, CITY OF BELLEVILLE, ILLINOIS, a municipal corporation of the State of Illinois all its right, title, interest and claim in and to the following described lands and property situated in the County of St. Clair and State of Illinois to wit:

Eight parcels of land in the E 1/2 of Section 20, T. 1 N. R. 8 W. 3rd P.M. at Belleville, St. Clair County, Illinois described as follows:

- 1) Beginning at the intersection of the West line of 20th Street and the North line of Grantor's 100' wide right of way; Thence northwesterly along said right of way line 730'; Thence southwesterly at right angle 17'; Thence southeasterly along a line that lies parallel with and 33' northerly from the centerline of Grantor's main track, 722' more or less to the West line of 20th Street; Thence northeasterly 18' more or less to the point of beginning. *08-20-0-223-010 08-20-0-506-223 010*
- 2) Beginning at the point of intersection of the East line of 20th Street and the North line of Grantor's 100' wide right of way; Thence southeasterly along said right of way line 340' more or less to the West line of 19th Street; Thence southwesterly along said West line 18' more or less to a line that lies parallel with and 33' northerly from the centerline of Grantor's main track; Thence northwesterly along the last said parallel line 340' more or less to the East line of 20th Street; Thence northeasterly 18' more or less to the point of beginning. *08-20-0-402-020 08-20-0-506-402 010*
- 3) Beginning at the point of intersection of the East line of 20th Street and the South line of Grantor's 100' wide right of way; Thence southeasterly along said right of way line 355' more or less to the West line of 19th Street; Thence northeasterly along said West line 20' more or less to a line that lies parallel with and 30' southerly from the centerline of Grantor's main track; Thence northwesterly along the last said parallel line 350' more or less to the East line of 20th Street; Thence southwesterly 21' more or less to the point of beginning. *08-20-0-401-010 08-20-0-506-401 010*
- 4) Beginning at the point of intersection of the East line of 19th Street and the North line of Grantor's 100' wide right of way; Thence southeasterly along said right of way line 155'; Thence southwesterly at right angle 17'; Thence northwesterly along a line that lies parallel with and 33' northerly from the centerline of Grantor's main track, 157' more or less to the East line of 19th Street; Thence northeasterly 18' more or less to the point of beginning. *08-20-0-506-157 010*
- 5) Beginning at the point of intersection of the West line of 18th Street and the South line of Grantor's 100' wide right of way; Thence northwesterly along said right of way line 300'; Thence northeasterly at right angle 15'; Thence southeasterly along a line that lies parallel with and 35' southerly from the centerline of Grantor's main track, 301' more or less to the West line of 18th Street; Thence southwest 16' more or less to the point of beginning. *08-20-0-506-301 010*
- 6) Beginning at the point of intersection of the West line of 17th Street and the North line of Grantor's 100' wide right of way; Thence northwesterly along said right of way line 270' more or less to the northeasterly extension of the East line of 18th Street; Thence southwesterly along said extension 18' more or less to a line that lies parallel with and 33' northerly from the centerline of Grantor's main track; Thence southeasterly along said parallel line 272' more or less to the West line of 17th Street; Thence northeasterly 17' more or less to the point of beginning. *08-20-0-506-272 010*
- 7) Beginning at the point of intersection of the West line of 17th Street and the South line of Grantor's 100' wide right of way; Thence northwesterly along said right of way line 272' more or less to the East line of 18th Street; Thence northeasterly along said East line 18' more or less to a line that lies parallel with and 33' southerly from the centerline of Grantor's main track;

J. # 27654

APPROVED
SUBJECT TO JUDICIAL REVIEW
DIRECTOR

Thence southeasterly along said parallel line 270' more or less to the West line of 17th Street; Thence southwesterly 17' more or less to the point of beginning.

08-20-0-506-003 DIV

8) Beginning at the point of intersection of the West line of 16th Street and the North line of Grantor's 100' wide right of way; Thence northwesterly along said right of way line 300' more or less to the East line of 17th Street; Thence southwesterly along said East line 17' more or less to a line that lies parallel with and 33' northerly from the centerline of Grantor's main track; Thence southeasterly along said parallel line 300' more or less to the West line of 16th Street; Thence northeasterly 17' more or less to the point of beginning.

08-20-0-506-005 DIV

Also a strip of land in the SE 1/4 Section 20 and the SW 1/4 Section 21, T 1 N., R. 8 W. 3rd P.M. at Belleville, St. Clair County, Illinois described as follows:

Beginning at the point of intersection of the East line of 16th Street and the North line of Grantor's 100' wide right of way; Thence southeasterly along said right of way line 430'; Thence southwesterly at right angle 17' to a line that lies parallel with and 33' North from the centerline of Grantor's main track; Thence northwesterly along said parallel line 430' more or less to the East line of 16th Street; Thence northeasterly 17' more or less to the point of beginning.

08-20-0-506-007 DIV
08-21-0-506-001 DIV

Also a strip of land in the SW 1/4 of Section 21 and the NW 1/4 of Section 28 T. 1 N., R. 8 W. 3rd P.M. at Belleville, St. Clair County, Illinois, described as follows:

Beginning at the point of intersection of the East line of 9th Street and the North line of Grantor's 100' wide right of way; Thence southeasterly along said right of way line 268' more or less to the West line 8th Street; Thence southwesterly along said West line 26' more or less to a line that lies parallel with and 25' North from the centerline of Grantor's main track; Thence northwesterly along said parallel line 268' more or less to the East line of 9th Street; Thence northeasterly 26' more or less to the point of beginning.

08-21-0-506-008 DIV

Also a parcel of land in the SE 1/4 NE 1/4 of Section 28 T. 1 N. R. 8 W. 3rd P.M. at Belleville, St. Clair County, Illinois described as follows:

Beginning at the southwest corner of Lot 44 Chandler & Abend's Addition; Thence North along the West line of said Lot 44, a distance of 12'; Thence angle to the left 47° 30' a distance of 78' more or less to a line that lies parallel with and 10' South from the centerline of Grantor's Industry Lead Track (old South Bound Main Track); Thence westerly along said parallel line 175'; Thence southerly at right angle 13' more or less to the South line of Grantor's right of way; Thence easterly and southeasterly along said South right of way line to the point of beginning.

08-28-0-506-051 DIV

Excepting and excluding from all of the above all the coal, oil, gas and other minerals underlying the same and all rights and easements in favor of the owner of the mineral estate or any party claiming by, through, or under said estate.

STATE OF ILLINOIS
ST. CLAIR COUNTY
FILED FOR RECORD IN
THE RECORDERS OFFICE

1990 MAR 28 AM 8:30
BOOK 2776 PAGE 270

RECORDED

GRANTOR reserves the right for the continued maintenance, replacement and use of all existing conduits, sewers, water mains, gas lines, electric power lines, wires and other utilities and easements on said premises whether or not of record including the repair, reconstruction and replacement thereof and Grantee agrees not to interfere with the rights herein reserved or any facilities used pursuant thereto.

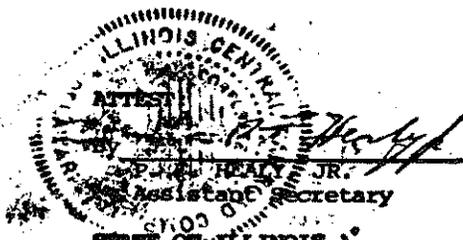
As a part of the consideration hereof, and in accepting this conveyance, the Grantee agrees and binds itself to purchase, affix and cancel any and all documentary stamps of every kind and nature in the amount prescribed by statute, and to pay any and all required transfer taxes and fees incidental to recordation of this instrument.

The words "GRANTOR" and "GRANTEE" used herein shall be construed as if they read "Grantors" and "Grantees", respectively, whenever the sense of this instrument so requires and whether singular or plural, such words shall be deemed to include, in all cases, the heirs or successors and assigns of the respective parties.

IN WITNESS WHEREOF, ILLINOIS CENTRAL RAILROAD COMPANY, the Grantor, has caused these presents to be signed by its President and Chief Executive Officer and its corporate seal, duly attested by its Assistant Secretary to be hereunto affixed, they being thereunto duly authorized this 20th day of MARCH, 1990

ILLINOIS CENTRAL RAILROAD COMPANY

By E. L. Moyers
E. L. Moyers
President and Chief Executive Officer



"Exempt under provisions of Paragraph ; Section 4, Real Estate Transfer Tax Act.

STATE OF ILLINOIS)
COUNTY OF COOK) SS

Date Buyer, Seller or Representative

I, the undersigned, a Notary Public, in and for said County and State aforesaid, Do Hereby Certify that E. L. Moyers, personally known to me to be the President and Chief Executive Officer of the ILLINOIS CENTRAL RAILROAD COMPANY, a Delaware corporation and P. F. Healy, Jr., personally known to me to be the Assistant Secretary of said corporation and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged under oath that as such President and Chief Executive Officer and Assistant Secretary of said corporation, they signed and delivered the said instrument as President and Chief Executive Officer and Assistant Secretary, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation as their free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and seal this 20th day of March, 1990.

M. L. Anderson
NOTARY PUBLIC

My Commission Expires: _____

THIS INSTRUMENT PREPARED BY:
Real Estate Department [Signature]
ILLINOIS CENTRAL RAILROAD COMPANY
233 North Michigan Avenue
Chicago, Illinois 60601





June 23, 2020

City of Belleville
101 S Illinois St
Belleville, IL 62220

**EASEMENT UPGRADE REQUEST
TRANSMISSION LINE Belleville 65th Street Spur**

Tax ID No(s): 08-18.0-402-010
Easement No.: 46.01

Dear Property Owner,

To meet our commitment to provide customers safe and reliable service, Ameren Illinois seeks to define the easement along the Belleville 65th Street Spur overhead electric transmission line. This existing 2.45-mile corridor passes through St. Clair County in Illinois, including property you own.

The proposed easement would define the right-of-way easement to 100 feet. Ameren Illinois is seeking to define the right-of-way easement so that we can prevent trees and vegetation from compromising existing transmission lines. The easement simply defines the protective space around these lines so that the reliability of the lines can be improved.

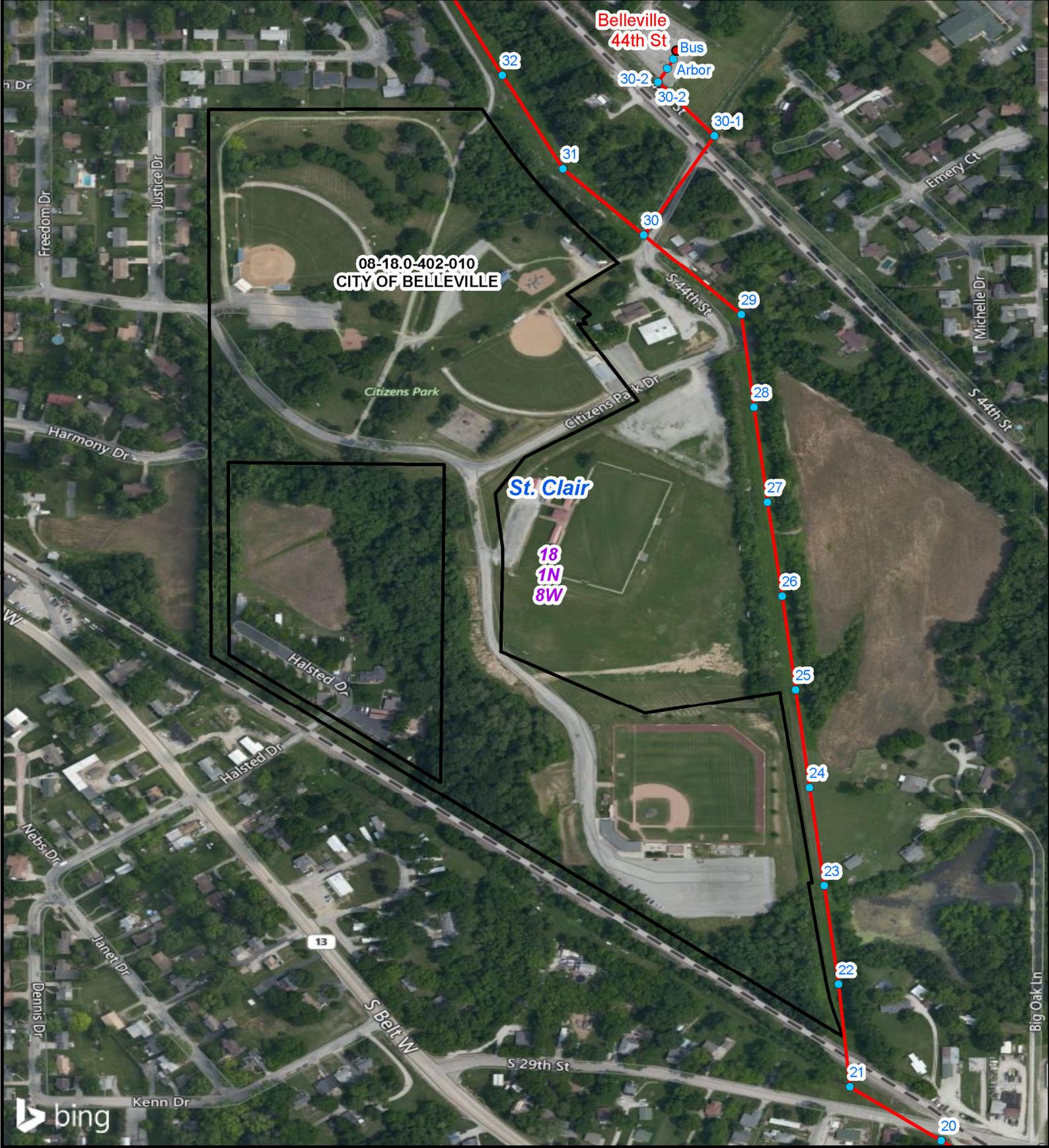
You will soon be contacted by a representative to discuss our proposal to purchase the defined right of way easement on property you own in St. Clair County. Ameren Illinois will offer property owners current market value for the area impacted by the easement expansion. If an agreement cannot be reached with a property owner, the existing right-of-way will remain as-is.

Ameren Illinois has hired Volkert, Inc., to represent us in negotiating with local land owners. A Volkert representative will contact you in the near future to arrange a convenient time to discuss our proposal in detail. If you would like to contact us sooner to schedule an appointment, Teresa McClure can be reached by phone at 618.345.8918 or via email at ameren.info@volkert.com.

We look forward to working with you. Thank you for your time.

Sincerely,

Tara B. Green
Senior Real Estate Agent



Belleville 65th Street Spur

08-18.0-402-010

- Structures
- Substations
- Transmission Line
- Parcels
- IL Counties
- PLSS

This area to be used for recording information only.

Agreement ID: _____

Project ID: _____

Line Name: Belleville 65th Street Spur

TRANSMISSION EASEMENT

(Illinois)

For and in consideration of the sum of Ten and No/100ths Dollars (\$10.00), the receipt and sufficiency of which is hereby acknowledged, and other good and valuable consideration which Grantee promises to pay within ninety (90) days from (i) the Effective Date or (ii) the release of, or subordination to, this Easement by the holders of any liens or encumbrances of record, whichever date is later, City of Belleville, a municipal corporation, its successors and assigns, hereinafter referred to as Grantor, whether one or more and whether an individual, individuals, or a corporation does hereby grant, bargain, sell, warrant, convey, and confirm unto AMEREN ILLINOIS COMPANY D/B/A AMEREN ILLINOIS, its successors and assigns, hereinafter referred to as Grantee, a perpetual Easement, with the right, privilege, and authority of Grantee, its agents, contractors, and subcontractors, to survey, stake, construct, reconstruct, erect, place, keep, operate, maintain, repair, inspect, patrol, renew, add to the number of and relocate at will, at any time, and from time to time, a line or lines consisting of towers, poles, conduits, and appurtenances, crossarms, wires, cables, transformers, anchors, guy wires, foundations, footings, and any other necessary fixtures, equipment, and appurtenances for the purpose of transmitting electric energy or other power, and for telecommunications, in, on, upon, along, over, through, across, and under the following-described lands situated in St. Clair County, Illinois.

08-18.0-402-010

The location or footprint of said Easement being more particularly and legally described and depicted on Exhibit "A" attached hereto and made a part hereof (the "Easement Area").

Together with the perpetual right, permission, privilege, and authority in Grantee, its agents, contractors, and subcontractors to: Trim, cut, clear, or remove, at any time and by any means, within or on either side of the Easement Area or the premises of the Grantor adjoining the same, any trees, brush, and obstructions which, in the judgment of Grantee, may endanger the safety of or interfere with Grantee's exercise of the rights herein conveyed; to use reasonable working space adjacent to said Easement Area during construction, reconstruction, operation, maintenance, repair, renewal, or removal of Grantee's facilities; to remove, at Grantee's option at any time, any or all of Grantee's facilities erected in, on, upon, over, and under the herein described Easement Area; and the right of ingress and egress to, from, and over the herein described Easement Area and any of the adjoining lands of the Grantor at any and all times for doing anything necessary or convenient in the exercise of the rights herein conveyed or to access Easements on adjoining parcels.

The Grantor agrees that it will not erect any building or structure or create or permit any hazard or obstruction of any kind or character which, in the judgment of Grantee, will interfere with Grantee's exercise of the rights herein conveyed.

The Grantor warrants and covenants unto Grantee that, subject to liens and encumbrances of record at the date of this Easement, it is the owner of the above-described land and has the full right and authority to grant this Easement, and that Grantee may quietly enjoy the premises for the uses set forth above.

The Grantee shall be responsible for actual damages occurring to the Easement Area or other premises of the Grantor as a result of Grantee's exercise of the rights herein conveyed (except the trimming, cutting, clearance, or removal of trees, brush, and other obstructions) and shall, in Grantee's sole discretion, either repair and restore or reimburse the owner thereof for such loss or damages.

This Easement shall be governed by the laws of the State of Illinois.

TO HAVE AND TO HOLD the Easement aforesaid, with all and singular the rights, privileges, appurtenances, and immunities thereto belonging or in anywise appertaining unto said Grantee, its successors, assigns, agents, contractors, and subcontractors, forever.

This Easement conveyance shall run with the land and shall be binding upon the parties hereto, their heirs, successors, executors, administrators, and assigns.

The Grantor hereby releases and waives all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

IN WITNESS WHEREOF, the said Grantor has hereunto caused this Easement to be signed this [redacted] day of [redacted], 20[redacted].

By: _____
Signature

Name: City of Belleville, a municipal corporation

Title: _____

ALL PURPOSE ACKNOWLEDGMENT

STATE OF _____
COUNTY OF _____ } ss

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for said State, personally appeared (print or type names):

to me known to be the person described in and who executed the foregoing instrument and acknowledged that he/she/they executed the same as his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

Capacity Claimed By Signator(s)			
<input type="checkbox"/> Individual(s)	<input type="checkbox"/> Corporate	<input type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Partner(s)
<input type="checkbox"/> Trustee(s)	<input type="checkbox"/> Title(s) of Officer(s):	<input type="checkbox"/> Member(s)/Manager(s):	<input type="checkbox"/> Limited Partnership
<input type="checkbox"/> Executor(s)	_____	_____	<input type="checkbox"/> General Partnership
<input type="checkbox"/> Administrator(s)	_____	_____	<input type="checkbox"/> Other (Specify Below):
<input type="checkbox"/> Attorney-In-Fact	_____	_____	_____
<input type="checkbox"/> Conservator(s)	_____	_____	_____
<input type="checkbox"/> Guardian(s)	_____	_____	_____

My Commission Expires

Notary Public

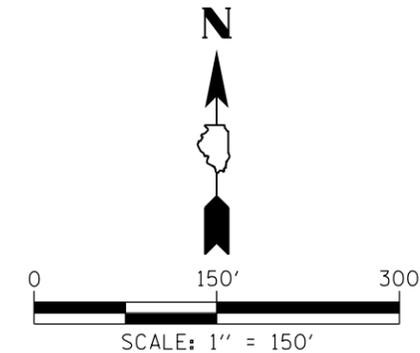
Prepared by: Volkert, Inc. - Morgan Hobbs
1500 Eastport Plaza Dr., Suite 200
Collinsville, IL 62234

Return to: Volkert, Inc. - Teresa McClure
1500 Eastport Plaza Dr., Suite 200
Collinsville, IL 62234

"EXHIBIT A"

LEGEND

	PARCEL LINE
	RIGHT OF WAY LINE
	SECTION LINE
	TRANSMISSION LINE
	OCCUPIED EASEMENT LINE
	TRANSMISSION LINE STRUCTURE
	CONCRETE MONUMENT FOUND
	POINT OF BEGINNING
	CHORD BEARING
	CHORD DISTANCE
	OCCUPIED EASEMENT AREA



EASEMENT LEGAL DESCRIPTION:

A TRACT OF LAND BEING PART OF LOTS 9, 10, 11 AND 14 OF THE EAST HALF OF SECTION 18, TOWNSHIP 1 NORTH, RANGE 8 WEST OF THE THIRD PRINCIPAL MERIDIAN, ST. CLAIR COUNTY, ILLINOIS, REFERENCE BEING HAD TO THE PLATS THEREOF RECORDED IN THE ST. CLAIR COUNTY RECORDER'S OFFICE IN PLAT BOOK A, PAGE 196 AND PLAT BOOK C, PAGE 397, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A CONCRETE MONUMENT ON THE NORTH RIGHT OF WAY LINE OF THE ST. LOUIS AND OHIO RIVER RAILROAD; THENCE NORTH 52 DEGREES 46 MINUTES 15 SECONDS WEST ALONG SAID NORTH RIGHT OF WAY LINE, 237.89 FEET TO THE POINT OF BEGINNING;

FROM SAID POINT OF BEGINNING; THENCE NORTH 52 DEGREES 31 MINUTES 51 SECONDS WEST ALONG THE NORTH RIGHT OF WAY LINE OF THE ST. LOUIS AND OHIO RIVER RAILROAD, 36.86 FEET; THENCE NORTH 06 DEGREES 00 MINUTES 20 SECONDS WEST, 118.61 FEET; THENCE NORTH 06 DEGREES 51 MINUTES 43 SECONDS WEST, 314.76 FEET; THENCE NORTH 06 DEGREES 21 MINUTES 48 SECONDS WEST, 314.11 FEET; THENCE NORTH 06 DEGREES 41 MINUTES 44 SECONDS WEST, 315.10 FEET; THENCE NORTH 06 DEGREES 32 MINUTES 10 SECONDS WEST, 1.75 FEET TO THE NORTH LINE OF SAID TRACT OF LAND; THENCE NORTH 80 DEGREES 13 MINUTES 07 SECONDS EAST ON SAID NORTH LINE, 22.92 FEET TO THE WEST RIGHT OF WAY LINE OF THE NOW ABANDONED CNN RAILROAD; THENCE SOUTH 06 DEGREES 08 MINUTES 31 SECONDS EAST ON SAID WEST RIGHT OF WAY LINE, 620.62 FEET; THENCE CONTINUING ALONG SAID WEST RIGHT OF WAY LINE SOUTH 84 DEGREES 11 MINUTES 39 SECONDS WEST, 10.00 FEET; THENCE SOUTH 05 DEGREES 35 MINUTES 19 SECONDS EAST ALONG SAID WEST RIGHT OF WAY LINE, 317.30 FEET; THENCE CONTINUING ON SAID WEST RIGHT OF WAY LINE ON A CURVE TO THE LEFT WITH A RADIUS OF 616.66 FEET, A CHORD BEARING OF SOUTH 15 DEGREES 19 MINUTES 35 SECONDS EAST AND A CHORD DISTANCE OF 155.30 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 0.370 ACRES, MORE OR LESS OF WHICH 0.370 ACRES, MORE OR LESS HAS BEEN PREVIOUSLY OCCUPIED FOR EASEMENT PURPOSES.



WE, VOLKERT, INC., HEREBY CERTIFY THAT THIS EXHIBIT IS AN ACCURATE REPRESENTATION OF A SURVEY MADE UNDER MY DIRECT SUPERVISION FOR THE EXCLUSIVE BENEFIT OF AMEREN ILLINOIS.

Grady A. White II 06/18/2020
 GRADY A. WHITE II
 ILLINOIS PROFESSIONAL LAND SURVEYOR
 #035.002808
 LICENSE EXPIRES 11/30/2020

AMEREN ILLINOIS	
BELLEVILLE 65TH STREET SPUR (LINE 1586B)	
TAX ID NO. 08-18.0-402-010	
ST. CLAIR COUNTY, ILLINOIS	
VOLKERT	1500 EASTPORT PLAZA DRIVE SUITE 200 COLLINSVILLE, IL 62234 618.345.8918 IL DESIGN FIRM # 184.004027

NOTES:

- BEARINGS SHOWN HEREON ARE BASED ON THE ILLINOIS STATE PLANE COORDINATE SYSTEM, NAD 83-WEST (GPS OBSERVATION).
- FIELD WORK COMPLETED DECEMBER OF 2019.

PT. E 1/2,
 SEC 18, T1N, R8W,
 3RD PM

N/F CITY OF BELLEVILLE
 08-18.0-402-010
 BK 3009 PG 1647
 OCC EASEMENT AREA = 0.370 AC±
 AVAIL EASEMENT AREA = 0.000 AC±
 TOTAL EASEMENT AREA = 0.370 AC±

SW COR
 LOT 9
 PB A PG 196

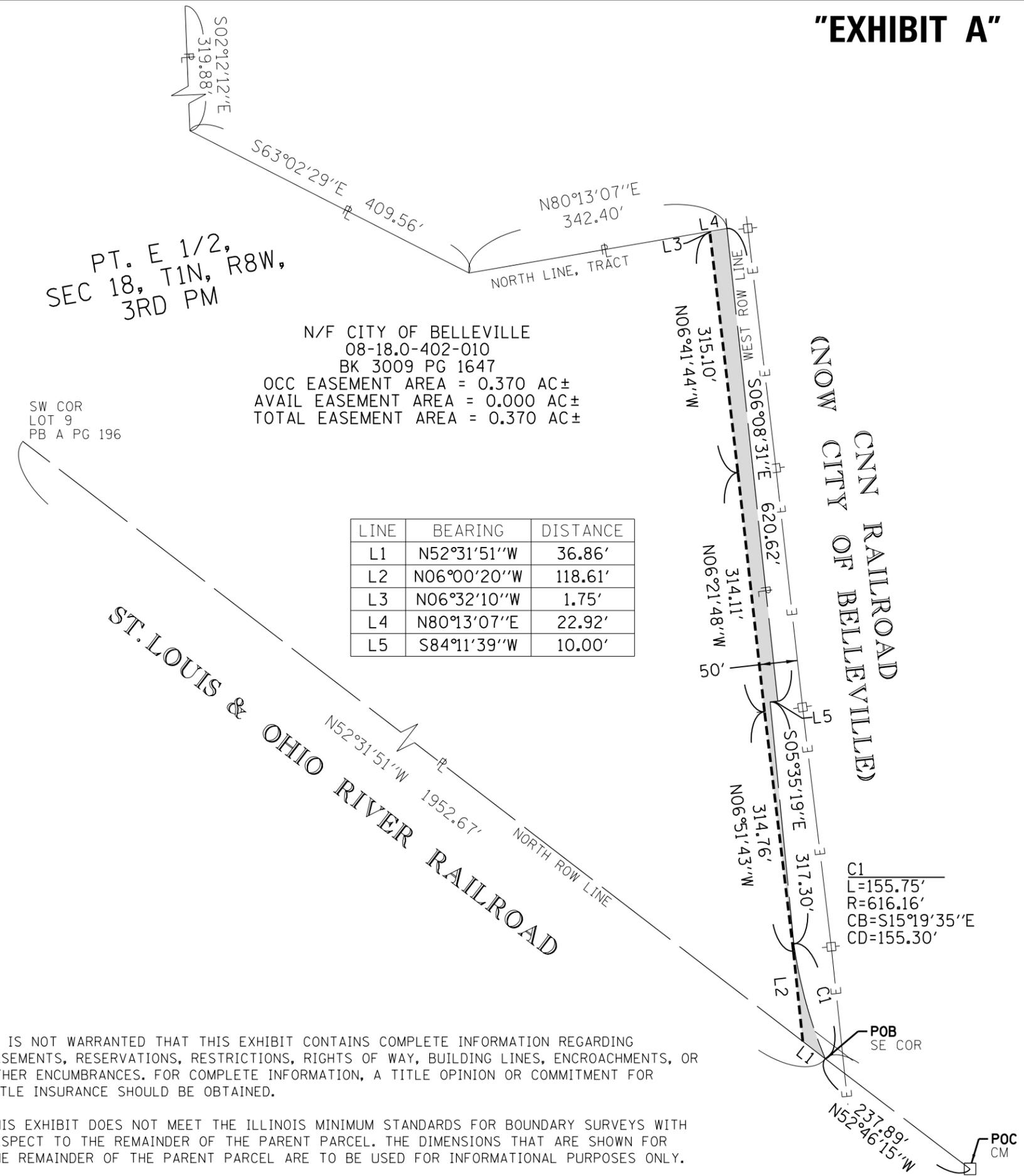
LINE	BEARING	DISTANCE
L1	N52°31'51"W	36.86'
L2	N06°00'20"W	118.61'
L3	N06°32'10"W	1.75'
L4	N80°13'07"E	22.92'
L5	S84°11'39"W	10.00'

ST. LOUIS & OHIO RIVER RAILROAD

CNN RAILROAD
 (NOW CITY OF BELLEVILLE)

IT IS NOT WARRANTED THAT THIS EXHIBIT CONTAINS COMPLETE INFORMATION REGARDING EASEMENTS, RESERVATIONS, RESTRICTIONS, RIGHTS OF WAY, BUILDING LINES, ENCROACHMENTS, OR OTHER ENCUMBRANCES. FOR COMPLETE INFORMATION, A TITLE OPINION OR COMMITMENT FOR TITLE INSURANCE SHOULD BE OBTAINED.

THIS EXHIBIT DOES NOT MEET THE ILLINOIS MINIMUM STANDARDS FOR BOUNDARY SURVEYS WITH RESPECT TO THE REMAINDER OF THE PARENT PARCEL. THE DIMENSIONS THAT ARE SHOWN FOR THE REMAINDER OF THE PARENT PARCEL ARE TO BE USED FOR INFORMATIONAL PURPOSES ONLY.





Owner City of Belleville, Illinois
County St. Clair
Parcel No. 08-18.0-402-010

We order and direct the payment from Ameren Illinois for an Easement consisting of 0.370 acres located in St. Clair County, Illinois, as right of way for Ameren, for the total sum of Nine Thousand Two Hundred Fifty and No Dollars (\$9,250.00) to be distributed as follows:

Table with 3 columns: Party and Interest, S.S.N. or E.I.N., Amount. Row 1: City of Belleville, Illinois, [blank], \$9,250.00

Signature lines for Party and Interest and S.S.N. or E.I.N. columns.

Date: [blank]

Possession and transfer of easement to Ameren Illinois occurs when Grantee delivers a payment to Grantor, in person or by mail, in the amount of the above stated consideration, unless provided herein.

Receipt and Designation of the Funds, executed by these Grantors, is acknowledged.

Date Negotiator for Ameren Illinois Company

If you have any questions or need additional information, please feel free to call Volkert, Inc. at 618.345.8918

Table with 2 columns: Description, Amount. Rows: Easement Amount, Damages Amount, Total, Detailed Damages Description



Owner City of Belleville, a municipal corporation

County St. Clair

Parcel No. 08-18.0-402-010

Structure Num. 22 - 25

Address _____

Phone _____

Email _____

Please check all that apply

- Animals On Property _____ Locked Gate
- Endangered Species Present _____
- Fence Sprinkler System
- Septic System within the easement area
- Drain Tile _____
- Outbuilding NEAR or ON easement right of way. Type: _____
- Call number listed for accessing property: _____
- During hunting season please contact for safety. Hunting time frame: _____
- Specific clearing request: _____

*If no specific request is indicated, all vegetation within the easement area will be cut.

ROW Access request (Preferred route): _____

Other - please describe below

Signature

Signature

Print

Print

Date: _____

Special Conditions, executed by these Grantors, is acknowledged.

Date

Negotiator for Ameren Illinois Company

If you have any questions or need additional information, please feel free to call Volkert, Inc. at 618.345.8918

Trees on Property _____

Ameren Approval _____

Easement No. 46.01

Line Name-Number: Belleville 65th Street Spur - 1586B

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____	<input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number										
				-			-			
or										
Employer identification number										
				-						

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

123 W. Pearl Street
PO Box 190
Jerseyville, Illinois 62052
618.498.3503



allison.lorton@wittmanlortonlaw.com
marci.collins@preferredtitle.org
melanie.strebel@preferredtitle.org
bev.mourning@preferredtitle.org
www.preferredtitleandescrow.org

PPN:08-18.0-402-010

Binder # 0319PT

INFORMATIONAL TITLE REPORT

Original Print Date: November 12, 2019

- A. Effective Date: **October 14, 2019**
- B. The estate or interest in the land described or referred to in this Information Title Report is **Fee Simple**.
- C. According to the St. Clair County Records, title to the estate or interest in the subject land is at the Effective Date vested in: **City of Belleville, a municipal corporation.**

Copy of Vesting Deed is attached.

- D. The subject land is described as follows:

SEE ATTACHED EXHIBIT "A"

Prior Deed Reference: Book 3009 Page 1647 Document No. A01259976

Common Address: 341 Citizens Park Drive, Belleville, IL 62226

EXHIBIT "A"

PART OF LOTS 9, 10, 11 AND 14 BEING PART OF THE EAST ONE HALF OF SECTION 18, TOWNSHIP 1 NORTH, RANGE 8 WEST, OF THE THIRD PRINCIPAL MERIDIAN, ST. CLAIR COUNTY, ILLINOIS; REFERENCE BEING HAD TO THE PLATS THEREOF RECORDED IN THE RECORDER'S OFFICE IN SAID COUNTY IN PLAT BOOK "A" ON PAGE 196 AND PLAT BOOK "C" ON PAGE 397; MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A STONE MARKING THE NORTHWEST CORNER OF SAID LOT 11; THENCE ON AN ASSUMED BEARING OF SOUTH 89 DEGREES 47 MINUTES 02 SECOND EAST ALONG THE NORTH LINE OF SAID LOT 11 FOR A DISTANCE OF 676.76 FEET TO A CIRCULAR CONCRETE MONUMENT ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF THE ST. LOUIS AND BELLEVILLE ELECTRIC RAILWAY (120 FEET WIDE) (NOW ABANDONED); THENCE SOUTHEASTERLY ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE CURVING TO THE LEFT HAVING A RADIUS OF 1980.08 FEET AND A CHORD BEARING OF SOUTH 33 DEGREES 16 MINUTES 07 SECONDS EAST FOR A CHORD DISTANCE OF 442.18 FEET TO AN IRON PIN ON THE EAST LINE OF SAID LOT 11; THENCE SOUTH 00 DEGREES 05 MINUTES 43 SECONDS EAST ALONG SAID EAST LINE OF LOT 11 FOR A DISTANCE OF 295.08 FEET TO AN IRON PIN MARKING THE SOUTHEAST CORNER OF SAID LOT 11; THENCE NORTH 89 DEGREES 49 MINUTES 48 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT 11 FOR A DISTANCE OF 1.38 FEET TO AN IRON PIN; THENCE SOUTH 30 DEGREES 03 MINUTES 04 SECONDS EAST FOR A DISTANCE OF 286.73 FEET TO AN IRON PIN; THENCE SOUTH 55 DEGREES 40 MINUTES 55 SECONDS WEST FOR A DISTANCE OF 332.32 FEET TO AN IRON PIN; THENCE SOUTH 43 DEGREES 27 MINUTES 05 SECONDS WEST FOR A DISTANCE OF 137.36 FEET TO AN IRON PIN; THENCE SOUTH 05 DEGREES 44 MINUTES 45 SECONDS EAST FOR A DISTANCE OF 179.30 FEET TO AN IRON PIN; THENCE SOUTH 02 DEGREES 08 MINUTES 37 SECONDS EAST FOR A DISTANCE OF 319.88 FEET TO AN IRON PIN; THENCE SOUTH 62 DEGREES 58 MINUTES 54 SECONDS EAST FOR A DISTANCE OF 407.86 FEET TO AN IRON PIN; THENCE NORTH 80 DEGREES 48 MINUTES 31 SECONDS EAST FOR A DISTANCE FO 341.40 FEET TO AN IRON PIN ON THE WESTERLY RIGHT OF WAY LINE OF THE ST. LOUIS AND BELLEVILLE ELECTRIC RAILWAY (NOW ABANDONED); THENCE SOUTH 06 DEGREES 42 MINUTES 24 SECONDS EAST ALONG SAID WESTERLY RIGHT OF WAY LINE FOR A DISTANCE OF 620.50 FEET TO AN IRON PIN; THENCE SOUTH 83 DEGREES 17 MINUTES 36 SECONDS WEST ALONG SAID WESTERLY RIGHT OF WAY LINE FOR A DISTANCE OF 10.00 FEET TO AN IRON PIN; THENCE SOUTH 06 DEGREES 42 MINUTES 24 SECONDS EAST ALONG SAID WESTERLY RIGHT OF WAY LINE FOR A DISTANCE OF 317.30 FEET TO AN IRON PIN SET IN CONCRETE; THENCE SOUTHEASTERLY ALONG SAID WESTERLY RIGHT OF WAY LINE CURVING TO THE LEFT HAVING A RADIUS OF 616.16 FEET AND A CHORD BEARING OF SOUTH 13 DEGREES 39 MINUTES 43 SECONDS EAST FOR A CHORD DISTANCE OF 149.23 FEET TO AN IRON PIN ON THE NORTHEASTERLY RIGHT OF WAY LINE OF THE ILLINOIS CENTRAL RAILROAD (100 FEET WIDE); THENCE NORTH 52 DEGREES 36 MINUTES 21 SECONDS WEST ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE FOR A

DISTANCE OF 1955.08 FEET TO A STONE MARKING THE SOUTHWEST CORNER OF SAID LOT 9; THENCE NORTH 00 DEGREES 10 MINUTES 13 SECONDS WEST ALONG THE WEST LINE OF SAID LOT 9 FOR A DISTANCE OF 1057.04 FEET TO A RAILROAD SPIKE MARKING THE NORTHWEST CORNER OF SAID LOT 9 (ALSO SOUTHWEST CORNER OF SAID LOT 11) THENCE NORTH 00 DEGREES 09 MINUTES 13 SECONDS WEST ALONG THE WEST LINE OF SAID LOT 11 FOR A DISTANCE OF 664.62 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM A TRACT OF LAND DESCRIBED IN DEED BOOK 2925 ON PAGE 1546; MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A STONE MARKING THE NORTHWEST CORNER OF SAID LOT 11; THENCE SOUTH 00 DEGREES 09 MINUTES 13 SECONDS EAST ALONG THE WEST LINE OF SAID LOT 11 FOR A DISTANCE OF 664.62 FEET TO A RAILROAD SPIKE MARKING THE SOUTHWEST CORNER OF SAID LOT 11; THENCE SOUTH 89 DEGREES 49 MINUTES 48 SECONDS EAST ALONG THE SOUTH LINE OF SAID LOT 11 FOR A DISTANCE OF 588.03 FEET TO THE NORTHEAST CORNER OF SAID LOT 10; THENCE SOUTH 00 DEGREES 13 MINUTES 59 SECONDS WEST ALONG THE EAST LINE OF SAID LOT 10 FOR A DISTANCE OF 444.94 FEET TO AN IRON PIN MARKING THE POINT OF BEGINNING OF THE TRACT OF LAND TO BE DESCRIBED; THENCE NORTH 89 DEGREES 46 MINUTES 01 SECONDS WEST FOR A DISTANCE OF 539.90 FEET TO AN IRON PIN BEING 45 FEET EASTERLY OF THE WEST LINE OF SAID LOT 9 AS MEASURED PERPENDICULAR THERETO; THENCE SOUTH 00 DEGREES 10 MINUTES 13 SECONDS EAST ALONG A LINE 45 FEET EASTERLY OF AND PARALLEL TO SAID WEST LINE OF LOT 9 FOR A DISTANCE OF 610.74 FEET TO AN IRON PIN; THENCE SOUTH 52 DEGREES 36 MINUTES 21 SECONDS EAST ALONG A LINE 79.69 FEET NORTHEASTERLY OF AND MEASURED PERPENDICULAR TO THE EXISTING CENTERLINE OF SAID ILLINOIS CENTRAL RAILROAD (RECORDED AS 80 FEET) FOR A DISTANCE OF 672.07 FEET TO A STONE ON SAID EAST LINE OF LOT 10; THENCE NORTH 00 DEGREES 13 MINUTES 59 SECONDS EAST ALONG SAID EAST LINE OF LOT 10 FOR A DISTANCE OF 1016.70 FEET TO THE POINT OF BEGINNING.

ALSO AN EASEMENT TO SAID EXCEPTION RECORDED IN DEED BOOK 2925 ON PAGE 1546.

INFORMATIONAL TITLE REPORT

(ITEMS OF RECORD)

The following items are disclosed by the public records of the County of St. Clair County, Illinois, and are being shown for informational purposes only:

A. All assessments and taxes for the year 2018 and 2019 and all subsequent years for 08-18.0-402-010.

First installment of 2018 taxes in the amount of \$0.00 is PAID.

Second installment of the 2018 taxes in the amount of \$0.00 is PAID.

Taxes for all prior years have been paid. Taxes for 2019 and thereafter are not yet due and payable.

Address and Parcel I.D. No. are subject to change by County authorities. Tax assessment reduced by the Homestead Exemption in the amount of \$0.00, Senior Citizens' Homestead Exemption in the amount of \$0.00, and the Senior Citizens' Assessment Freeze Homestead Exemption in the amount of \$0.00.

Aerial Map is Attached

Tax Sheet is Attached

B. All right, title and interest in the Boys Football Club of Belleville, Inc., an Illinois corporation, pursuant to a Warranty Deed dated September 28, 1970 and recorded September 30, 1970 in Book 2244 Page 231 as Document No. A349509.

C. Permanent Easement dated February 20, 1990 from Belleville Citizens Park Committee, Inc., as grantor, to Road District of St. Clair, State of Illinois, as grantee, recorded on March 1, 1990 in Book 2773 Page 1448. NOT RELEASED OF RECORD.

D. Permanent Easement dated August 7, 2002, granted by the City of Belleville, as grantor, and given to Illinois American Water Company, Illinois, as grantee, recorded September 10, 2002 in Book 3712 Page 606 as Document No. A01700945. NOT RELEASED OF RECORD.

E. Permanent Easement dated August 22, 2002, given by the City of Belleville, as tenant of the City of Belleville, as grantor, and given to Illinois American Water Company, as grantee, recorded September 10, 2002 in Book 3712 Page 614 as Document No. A01700947. NOT RELEASED OF RECORD.

F. Illinois Department of Commerce and Economic Opportunity Certification of Illinois Enterprise Zone dated December 17, 2015 and recorded December 23, 2015 as Document No. A02479731. NOT RELEASED OF RECORD.

G. Memorandum of Grant of Easement dated March 12, 2018 given by Belleville Citizen Park Committee, Inc., as grantor, to Verizon Wireless (VAW) LLC d/b/a Verizon Wireless, as grantee, recorded March 29, 2018 as Document No. A02571496. NOT RELEASED OF RECORD.

H. Rights of the public or quasi-public utility companies in and to any portion of the land used for utility purposes.

I. Rights of the public, the State of Illinois and the municipality in and to that part of the land, if any, taken or used for road purposes.

J. NOTE: This report pursuant hereto should not be construed to insure any interest in any manufactured housing unit located on the premises. No search has been made of records relating to liens which affect personal property to determine if liens affect any such manufactured housing unit.

K. ATTENTION: NO SEARCH HAS BEEN MADE FOR ANY DOCUMENTS IN THE CHAIN OF TITLE WHICH HAVE BEEN RECORDED 30 YEARS PRIOR TO THE EFFECTIVE DATE OF THIS REPORT AND THEREFORE NO REFERENCE HAS BEEN MADE TO ANY DOCUMENTS RECORDED PRIOR TO THIS 30 YEAR SEARCH START DATE.

Liability under this report is limited to the fee paid herefor.

THIS IS NOT A TITLE INSURANCE POLICY, GUARANTEE OR OPINION OF TITLE AND SHOULD NOT BE RELIED UPON AS SUCH. NO LIABILITY IS ASSUMED HEREBY WITH REGARD TO SAID CONDITION OF TITLE.

Very truly yours,

PREFERRED TITLE & ESCROW, INC.

By 

181 318 JEB

A01259976

CORPORATION - WARRANTY DEED - STATUTORY FORM

CHICAGO TITLE INSURANCE CO

1775

THIS INDENTURE WITNESSETH, THAT THE GRANTOR
BELLEVILLE CITIZENS PARK COMMITTEE, INC., an Illinois corporation,

BOOK 3009 PAGE 1647

STATE OF ILLINOIS
ST. CLAIR COUNTY

a corporation organized under the laws of _____
in the County of St. Clair
and State of Illinois for and in consideration of the sum of

1994 DEC 23 PM 1:24
BOOK 3009 PAGE 1647
Michele T. Conter

RECORDER

ONE DOLLAR and other valuable considerations---DOLLARS,
in hand paid, Convey S and Warrant S to the CITY OF BELLEVILLE, a municipal corporation

of the City of Beleville County of St. Clair and State of Illinois
the following described Real Estate, to-wit:

See attached legal

"Exempt under provisions of Paragraph E, Section 4,
Real Estate Transfer Tax Act.

Date _____ Buyer, Seller or Representative

APPROVED BY *[Signature]* DIRECTOR
SUBJECT TO ZONING REGULATIONS

situated in the City of Belleville
Illinois, hereby releasing and waiving all rights under PL by virtue of the Homestead Exemption Laws of this State.
Property Index No. 08-18-0-402-001 + 08-18-0-207-014 *DICK*

IN TESTIMONY WHEREOF, The said **BELLEVILLE CITIZENS PARK COMMITTEE, Inc.**
hath hereunto caused its corporate seal to be affixed, and these presents to be signed by its
_____ President, and attested by its _____ Secretary, this 8th day of
DECEMBER A. D., 1994

By *Ronald L. Watson* President
Attest *Constance M. Schanter* Secretary

State of Illinois)
St. Clair County) ss.

I, VICKI WILSON in and for said County in the State aforesaid, DO HEREBY
CERTIFY That RONALD L. WATSON personally known to me to be the
_____ President of the Belleville Citizens Park Committee, Inc.

and CONSTANCE M. SCHANTER personally known to me to be the _____ Secretary of said

Whose names are subscribed to the foregoing instruments, appeared before me this day in person and
severally acknowledged that as such _____ President and _____ Secretary, they signed, sealed
and delivered the said instrument of writing as _____ President and _____ Secretary of
said _____ and caused the corporate seal of said _____
to be affixed thereto, pursuant to authority given by the Board of _____
of said _____ as their free and voluntary act, and as the free and voluntary
act and deed of said _____ for the uses and purposes
therein set forth.

GIVEN under my hand and _____ seal, this
8TH day of DECEMBER, A. D. 1994

MAIL SUBSEQUENT TAX BILLS TO:
CITY OF BELLEVILLE
101 SOUTH IL ST.
BELLEVILLE, IL 62220

DEED PREPARED BY LARRY BROCKMAN, ATTY

"OFFICIAL SEAL"
[Signature]
Notary Public
St. Clair County
My Commission Expires 5/22/98

ADDRESS
CITIZENS PARK DR.

By: James L. Baker President
 By: Kenneth J. Johnson Vice-President
 By: Richard H. Johnson Vice-President
 By: Bobby L. Carmack Treasurer

BELLEVILLE CITIZEN PARK COMMITTEE, INC

Dated on the date mentioned on the reverse side of this document.

AFTER RECORDING
 MAIL THIS INSTRUMENT TO

NAME _____
 ADDRESS _____
 CITY _____
 DATE _____ INITIALS _____

Document No. _____
**CORPORATION
 WARRANTY DEED**
 STATUTORY FORM
 FROM _____
 TO _____

3003 1648

FORM No. 69

TRACT "B"

PART OF LOTS 9, 10, 11, AND 14 BEING PART OF THE EAST ONE HALF OF SECTION 18, TOWNSHIP 1 NORTH, RANGE 8 WEST, OF THE THIRD PRINCIPAL MERIDIAN, ST. CLAIR COUNTY, ILLINOIS; REFERENCE BEING HAD TO THE PLATS THEREOF RECORDED IN THE RECORDER'S OFFICE IN SAID COUNTY, IN PLAT BOOK "A" ON PAGE 196 AND PLAT BOOK "C" ON PAGE 397; MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A STONE MARKING THE NORTHWEST CORNER OF SAID LOT 11; THENCE ON AN ASSUMED BEARING OF SOUTH 89 DEGREES 47 MINUTES 02 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 11 FOR A DISTANCE OF 676.76 FEET TO A CIRCULAR CONCRETE MONUMENT ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF THE ST. LOUIS AND BELLEVILLE ELECTRIC RAILWAY (120 FEET WIDE) (NOW ABANDONED); THENCE SOUTHEASTERLY ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE CURVING TO THE LEFT HAVING A RADIUS OF 1980.08 FEET AND A CHORD BEARING OF SOUTH 33 DEGREES 16 MINUTES 07 SECONDS EAST FOR A CHORD DISTANCE OF 442.18 FEET TO AN IRON PIN ON THE EAST LINE OF SAID LOT 11; THENCE SOUTH 00 DEGREES 05 MINUTES 43 SECONDS EAST ALONG SAID EAST LINE OF LOT 11 FOR A DISTANCE OF 295.08 FEET TO AN IRON PIN MARKING THE SOUTHEAST CORNER OF SAID LOT 11; THENCE NORTH 89 DEGREES 49 MINUTES 48 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT 11 FOR A DISTANCE OF 1.38 FEET TO AN IRON PIN; THENCE SOUTH 30 DEGREES 03 MINUTES 04 SECONDS EAST FOR A DISTANCE OF 286.73 FEET TO AN IRON PIN; THENCE SOUTH 55 DEGREES 40 MINUTES 55 SECONDS WEST FOR A DISTANCE OF 332.32 FEET TO AN IRON PIN; THENCE SOUTH 43 DEGREES 27 MINUTES 05 SECONDS WEST FOR A DISTANCE OF 137.36 FEET TO AN IRON PIN; THENCE SOUTH 05 DEGREES 44 MINUTES 45 SECONDS EAST FOR A DISTANCE OF 179.30 FEET TO AN IRON PIN; THENCE SOUTH 02 DEGREES 08 MINUTES 37 SECONDS EAST FOR A DISTANCE OF 319.88 FEET TO AN IRON PIN; THENCE SOUTH 62 DEGREES 58 MINUTES 54 SECONDS EAST FOR A DISTANCE OF 407.86 FEET TO AN IRON PIN; THENCE NORTH 80 DEGREES 48 MINUTES 31 SECONDS EAST FOR A DISTANCE OF 341.40 FEET TO AN IRON PIN ON THE WESTERLY RIGHT OF WAY LINE OF THE ST. LOUIS AND BELLEVILLE ELECTRIC RAILWAY (NOW ABANDONED); THENCE SOUTH 06 DEGREES 42 MINUTES 24 SECONDS EAST ALONG SAID WESTERLY RIGHT OF WAY LINE FOR A DISTANCE OF 620.50 FEET TO AN IRON PIN; THENCE SOUTH 83 DEGREES 17 MINUTES 36 SECONDS WEST ALONG SAID WESTERLY RIGHT OF WAY LINE FOR A DISTANCE OF 10.00 FEET TO AN IRON PIN; THENCE SOUTH 06 DEGREES 42 MINUTES 24 SECONDS EAST ALONG SAID WESTERLY RIGHT OF WAY LINE FOR A DISTANCE OF 317.30 FEET TO AN IRON PIN SET IN CONCRETE; THENCE SOUTHEASTERLY ALONG SAID WESTERLY RIGHT OF WAY LINE CURVING TO THE LEFT HAVING A RADIUS OF 616.16 FEET AND A CHORD BEARING OF SOUTH 13 DEGREES 39 MINUTES 43 SECONDS EAST FOR A CHORD DISTANCE OF 149.23 FEET TO AN IRON PIN ON THE NORTHEASTERLY RIGHT OF WAY LINE OF THE ILLINOIS CENTRAL RAILROAD (100 FEET WIDE); THENCE NORTH 52 DEGREES 36 MINUTES 21 SECONDS WEST ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE FOR A DISTANCE OF 1955.08 FEET TO A STONE MARKING THE SOUTHWEST CORNER OF SAID LOT 9; THENCE NORTH 00 DEGREES 10 MINUTES 13 SECONDS WEST ALONG THE WEST LINE OF SAID LOT 9 FOR A DISTANCE OF 1057.04 FEET TO A RAILROAD SPIKE MARKING THE NORTHWEST CORNER OF SAID LOT 9 (ALSO SOUTHWEST CORNER OF SAID LOT 11)

THENCE NORTH 00 DEGREES 09 MINUTES 13 SECONDS WEST ALONG THE WEST LINE OF SAID LOT 11 FOR A DISTANCE OF 664.62 FEET TO THE POINT OF BEGINNING

EXCEPTING THEREFROM A TRACT OF LAND DESCRIBED IN DEED BOOK 2925 ON PAGE 1546 ; MORE PARTICULARLY DESCRIBED AS FOLLOWS :

COMMENCING AT A STONE MARKING THE NORTHWEST CORNER OF SAID LOT 11 ; THENCE SOUTH 00 DEGREES 09 MINUTES 13 SECONDS EAST ALONG THE WEST LINE OF SAID LOT 11 FOR A DISTANCE OF 664.62 FEET TO A RAILROAD SPIKE MARKING THE SOUTHWEST CORNER OF SAID LOT 11 ; THENCE SOUTH 89 DEGREES 49 MINUTES 48 SECONDS EAST ALONG THE SOUTH LINE OF SAID LOT 11 FOR A DISTANCE OF 388.03 FEET TO THE NORTHEAST CORNER OF SAID LOT 10 ; THENCE SOUTH 00 DEGREES 13 MINUTES 59 SECONDS WEST ALONG THE EAST LINE OF SAID LOT 10 FOR A DISTANCE OF 444.94 FEET TO AN IRON PIN MARKING THE POINT OF BEGINNING OF THE TRACT OF LAND TO BE DESCRIBED ; THENCE NORTH 89 DEGREES 46 MINUTES 01 SECONDS WEST FOR A DISTANCE OF 539.90 FEET TO AN IRON PIN BEING 45 FEET EASTERLY OF THE WEST LINE OF SAID LOT 9 AS MEASURED PERPENDICULAR THERETO ; THENCE SOUTH 00 DEGREES 10 MINUTES 13 SECONDS EAST ALONG A LINE 45 FEET EASTERLY OF AND PARALLEL TO SAID WEST LINE OF LOT 9 FOR A DISTANCE OF 610.74 FEET TO AN IRON PIN ; THENCE SOUTH 52 DEGREES 36 MINUTES 21 SECONDS EAST ALONG A LINE 79.69 FEET NORTHEASTERLY OF AND MEASURED PERPENDICULAR TO THE EXISTING CENTERLINE OF SAID ILLINOIS CENTRAL RAILROAD (RECORDED AS 80 FEET) FOR A DISTANCE OF 672.07 FEET TO A STONE ON SAID EAST LINE OF LOT 10 ; THENCE NORTH 00 DEGREES 13 MINUTES 59 SECONDS EAST ALONG SAID EAST LINE OF LOT 10 FOR A DISTANCE OF 1016.70 FEET TO THE POINT OF BEGINNING .

ALSO AN EASEMENT TO SAID EXCEPTION RECORDED IN DEED BOOK 2925 ON PAGE 1546 .

TRACT "C"

OUTLOT "B" OF THE " SECOND ADDITION TO FRIENDLY ACRES " , A SUBDIVISION OF PART OF SECTION 18 , TOWNSHIP 1 NORTH , RANGE 8 WEST , OF THE THIRD PRINCIPAL MERIDIAN , ST. CLAIR COUNTY , ILLINOIS ; REFERENCE BEING HAD TO THE PLAT THEREOF RECORDED IN THE RECORDER'S OFFICE IN SAID COUNTY IN PLAT BOOK 52 ON PAGE 87 .

TRACT "D"

PART OF LOT 13 BEING PART OF THE EAST ONE HALF OF SECTION 18 ,
TOWNSHIP 1 NORTH , RANGE 8 WEST , OF THE THIRD PRINCIPAL MERIDIAN ,
ST. CLAIR COUNTY , ILLINOIS ; REFERENCE BEING HAD TO THE PLATS THEREOF
RECORDED IN THE RECORDER'S OFFICE IN SAID COUNTY IN PLAT BOOK "A" ON
PAGE 196 AND PLAT BOOK "C" ON PAGE 397 ; MORE PARTICULARLY DESCRIBED AS
FOLLOWS :

COMMENCING AT A STONE MARKING THE NORTHWEST CORNER OF SAID LOT 11 ;
THENCE ON AN ASSUMED BEARING OF SOUTH 89 DEGREES 47 MINUTES 02 SECONDS
EAST ALONG THE NORTH LINE OF SAID LOT 11 FOR A DISTANCE OF 676.76 FEET
TO A CIRCULAR CONCRETE MONUMENT ON THE SOUTHWESTERLY RIGHT OF WAY LINE
OF THE ST. LOUIS AND BELLEVILLE ELECTRIC RAILWAY (120 FEET WIDE) (NOW
ABANDONED) ; THENCE SOUTHEASTERLY ALONG SAID SOUTHWESTERLY RIGHT OF
WAY LINE CURVING TO THE LEFT HAVING A RADIUS OF 1980.08 FEET AND A
CHORD BEARING OF SOUTH 33 DEGREES 16 MINUTES 07 SECONDS EAST FOR A
CHORD DISTANCE OF 442.18 FEET TO AN IRON PIN ON THE WEST LINE OF SAID
LOT 13 AND BEING THE POINT OF BEGINNING OF THE TRACT OF LAND TO BE
DESCRIBED ; THENCE SOUTH 00 DEGREES 05 MINUTES 43 SECONDS EAST ALONG
SAID WEST LINE OF LOT 13 FOR A DISTANCE OF 295.08 FEET TO AN IRON PIN
MARKING THE SOUTHWEST CORNER OF SAID LOT 13 ; THENCE SOUTH 89 DEGREES
49 MINUTES 48 SECONDS EAST ALONG THE SOUTH LINE OF SAID LOT 13 FOR A
DISTANCE OF 20.90 FEET TO AN IRON PIN ON THE SOUTHWESTERLY LINE OF A
TRACT OF LAND DESCRIBED IN BOOK 2244 ON PAGE 231 ; THENCE NORTH 39
DEGREES 19 MINUTES 48 SECONDS WEST ALONG SAID SOUTHWESTERLY LINE OF A
TRACT OF LAND DESCRIBED IN BOOK 2244 ON PAGE 231 FOR A DISTANCE OF
17.40 FEET TO AN IRON PIN MARKING THE MOST WESTERLY CORNER OF SAID
TRACT OF LAND ; THENCE NORTH 50 DEGREES 40 MINUTES 12 SECONDS EAST
ALONG THE NORTHWESTERLY LINE OF SAID TRACT OF LAND DESCRIBED IN BOOK
2244 ON PAGE 231 FOR A DISTANCE OF 184.65 FEET TO AN IRON PIN ON SAID
SOUTHWESTERLY RIGHT OF WAY LINE OF THE ST. LOUIS AND BELLEVILLE ELECTRIC
RAILWAY (NOW ABANDONED) ; THENCE NORTHWESTERLY ALONG SAID
SOUTHWESTERLY RIGHT OF WAY LINE CURVING TO THE RIGHT HAVING A RADIUS OF
1980.08 FEET AND A CHORD BEARING OF NORTH 42 DEGREES 56 MINUTES 06
SECONDS WEST FOR A CHORD DISTANCE OF 224.90 FEET TO THE POINT OF
BEGINNING ; CONTAINING 0.501 ACRES MORE OR LESS .

Parcel Information Report
ST. CLAIR County
08-18.0-402-010

Parcel No	Township	Tax Code	Property Class	Land Use	1977 Base Value	Senior Freeze Year
08-18.0-402-010	BELLEVILLE	02099	0090	9000	0	
Alternate Parcel No	Homesite Acres	Farm Acres	Gross Acres	TIF Base	EZone Parcel	Senior Freeze Value
	0.0000	0.0000	0.0000	0	NO	0
Parcel Status	Activation Year	Lot Dimension		Level Activated		
Active	2012			Assessor		
Owner Name and Address				Total Value		0
CITY OF BELLEVILLE				HIE Exemption -		0
101 SOUTH ILLINOIS ST				State Multiplier x		.0000
BELLEVILLE, IL 62220				State Equalized =		0
				Senior Freeze -		0
Alternate Name and Address				Owner Occupied -		0
				Senior Exemption -		0
Parcel Sales				Drainage Exmpt -		0
				Veteran Freeze -		0
				Historic Freeze -		0
				Vet / Disability -		0
				Net Taxable Value =		0
Site Address	341 CITIZENS PARK DR			Tax Rate x		.0000
	BELLEVILLE, IL 62226-0000			EZ Abatement -		0.00
Legal Description				Drainage +		0.00
BELLEVILLE TWP SECTION 18 & 19				Total Tax Due =		\$.00
PT LOTS 9 10 11 & 14 AS.IN 3009-1647						

	<u>1st Installment</u>	<u>2nd Installment</u>	<u>Totals</u>
<i>Tax Billed</i>	\$0.00	\$0.00	\$0.00
<i>Penalty Billed</i>	\$0.00	\$0.00	\$0.00
<i>Cost Billed</i>	\$0.00	\$0.00	\$0.00
<i>Drainage Billed</i>	\$0.00	\$0.00	\$0.00
Total Billed	\$0.00	\$0.00	\$0.00
<i>Amount Paid</i>	\$0.00	\$0.00	\$0.00
Total Unpaid	\$0.00	\$0.00	\$0.00
<i>Date Paid</i>			
<i>Batch Number</i>			
<i>Receipt No.</i>			
<i>Cashier Code</i>			
<i>TPA</i>			
<i>Paid by</i>			
<i>Status</i>			

DISTRIBUTION

ST CLAIR CO OTHER	SWIC DIST #522	
BELLEVILLE DIST #118	BELLEVILLE HS #201	
CITY OF BELLVLE LIB	BELLEVILLE TIF #3	\$0.00
BELLEVILLE TWP	CITY OF BELLEVILLE	





August 12, 2020

City of Belleville
101 South Illinois Street
Belleville, IL 62220

EASEMENT EXPANSION REQUEST
TRANSMISSION LINE Belleville 65th Street Spur

Tax ID No(s): 08-20.0-300-001
Easement No.: 10.01

Dear Customer,

To meet our commitment to provide customers safe, reliable, and efficient service, Ameren Illinois is seeking to expand the easement along the Belleville 65th Street Spur overhead electric transmission line. This existing 2.45-mile corridor passes through St. Clair County in Illinois, including property you own. The proposed easement expansion would increase the width of the existing right-of-way to 100 feet.

Ameren Illinois is seeking to expand the right-of-way easement so that we can prevent trees and vegetation from compromising existing transmission lines. The additional easement simply increases the protected space around these lines so that the reliability of the lines can be improved.

You will soon be contacted by a representative to discuss our proposal to purchase an additional right of way easement on property you own in St. Clair County. Our goal is to reach a fair and reasonable agreement with you to purchase the proposed easement rights. Ameren Illinois will offer property owners current market value for the area impacted by the easement expansion. If an agreement cannot be reached with a property owner, that owner's current easement will remain as-is.

Ameren Illinois has hired Volkert, Inc., to represent us in negotiating with local land owners. A Volkert representative will contact you in the near future to arrange a convenient time to discuss our proposal in detail. If you would like to contact us sooner to schedule an appointment, Teresa McClure can be reached by phone at 618.345.8918 or via email at ameren.info@volkert.com.

We look forward to working with you. Thank you for your time.

Sincerely,

Tara B. Green
Senior Real Estate Agent



bing



Belleville 65th Street Spur

08-20.0-300-001

- Structures
- Substations
- Transmission Line
- Parcels
- IL Counties
- PLSS

This area to be used for recording information only.

Agreement ID: _____

Project ID: _____

Line Name: Belleville 65th Street Spur

TRANSMISSION EASEMENT

(Illinois)

For and in consideration of the sum of Ten and No/100ths Dollars (\$10.00), the receipt and sufficiency of which is hereby acknowledged, and other good and valuable consideration which Grantee promises to pay within ninety (90) days from (i) the Effective Date or (ii) the release of, or subordination to, this Easement by the holders of any liens or encumbrances of record, whichever date is later, City of Belleville, its successors and assigns, hereinafter referred to as Grantor, whether one or more and whether an individual, individuals, or a corporation does hereby grant, bargain, sell, warrant, convey, and confirm unto AMEREN ILLINOIS COMPANY D/B/A AMEREN ILLINOIS, its successors and assigns, hereinafter referred to as Grantee, a perpetual Easement, with the right, privilege, and authority of Grantee, its agents, contractors, and subcontractors, to survey, stake, construct, reconstruct, erect, place, keep, operate, maintain, repair, inspect, patrol, renew, add to the number of and relocate at will, at any time, and from time to time, a line or lines consisting of towers, poles, conduits, and appurtenances, crossarms, wires, cables, transformers, anchors, guy wires, foundations, footings, and any other necessary fixtures, equipment, and appurtenances for the purpose of transmitting electric energy or other power, and for telecommunications, in, on, upon, along, over, through, across, and under the following-described lands situated in St. Clair County, Illinois.

08-20.0-300-001

The location or footprint of said Easement being more particularly and legally described and depicted on Exhibit "A" attached hereto and made a part hereof (the "Easement Area").

Together with the perpetual right, permission, privilege, and authority in Grantee, its agents, contractors, and subcontractors to: Trim, cut, clear, or remove, at any time and by any means, within or on either side of the Easement Area or the premises of the Grantor adjoining the same, any trees, brush, and obstructions which, in the judgment of Grantee, may endanger the safety of or interfere with Grantee's exercise of the rights herein conveyed; to use reasonable working space adjacent to said Easement Area during construction, reconstruction, operation, maintenance, repair, renewal, or removal of Grantee's facilities; to remove, at Grantee's option at any time, any or all of Grantee's facilities erected in, on, upon, over, and under the herein described Easement Area; and the right of ingress and egress to, from, and over the herein described Easement Area and any of the adjoining lands of the Grantor at any and all times for doing anything necessary or convenient in the exercise of the rights herein conveyed or to access Easements on adjoining parcels.

The Grantor agrees that it will not erect any building or structure or create or permit any hazard or obstruction of any kind or character which, in the judgment of Grantee, will interfere with Grantee's exercise of the rights herein conveyed.

The Grantor warrants and covenants unto Grantee that, subject to liens and encumbrances of record at the date of this Easement, it is the owner of the above-described land and has the full right and authority to grant this Easement, and that Grantee may quietly enjoy the premises for the uses set forth above.

The Grantee shall be responsible for actual damages occurring to the Easement Area or other premises of the Grantor as a result of Grantee's exercise of the rights herein conveyed (except the trimming, cutting, clearance, or removal of trees, brush, and other obstructions) and shall, in Grantee's sole discretion, either repair and restore or reimburse the owner thereof for such loss or damages.

This Easement shall be governed by the laws of the State of Illinois.

TO HAVE AND TO HOLD the Easement aforesaid, with all and singular the rights, privileges, appurtenances, and immunities thereto belonging or in anywise appertaining unto said Grantee, its successors, assigns, agents, contractors, and subcontractors, forever.

This Easement conveyance shall run with the land and shall be binding upon the parties hereto, their heirs, successors, executors, administrators, and assigns.

The Grantor hereby releases and waives all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

IN WITNESS WHEREOF, the said Grantor has hereunto caused this Easement to be signed this [redacted] day of

[redacted], 20 [redacted]

By: _____

Signature

Name: City of Belleville

Title: _____

ALL PURPOSE ACKNOWLEDGMENT

STATE OF _____
COUNTY OF _____ } ss

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for said State, personally appeared (print or type names):

to me known to be the person described in and who executed the foregoing instrument and acknowledged that he/she/they executed the same as his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

Capacity Claimed By Signator(s)			
<input type="checkbox"/> Individual(s)	<input type="checkbox"/> Corporate	<input type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Partner(s)
<input type="checkbox"/> Trustee(s)	<input type="checkbox"/> Title(s) of Officer(s):	<input type="checkbox"/> Member(s)/Manager(s):	<input type="checkbox"/> Limited Partnership
<input type="checkbox"/> Executor(s)	_____	_____	<input type="checkbox"/> General Partnership
<input type="checkbox"/> Administrator(s)	_____	_____	<input type="checkbox"/> Other (Specify Below):
<input type="checkbox"/> Attorney-In-Fact	_____	_____	_____
<input type="checkbox"/> Conservator(s)	_____	_____	_____
<input type="checkbox"/> Guardian(s)	_____	_____	_____

My Commission Expires _____ Notary Public _____

Prepared by: Volkert, Inc. - Morgan Hobbs
1500 Eastport Plaza Dr., Suite 200
Collinsville, IL 62234

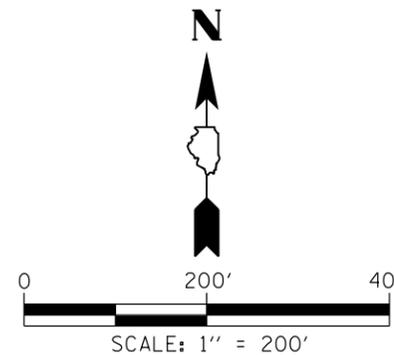
Return to: Volkert, Inc. - Teresa McClure
1500 Eastport Plaza Dr., Suite 200
Collinsville, IL 62234

"EXHIBIT A"

T1N, R8W PART OF UNITED STATES SURVEY NO. 717

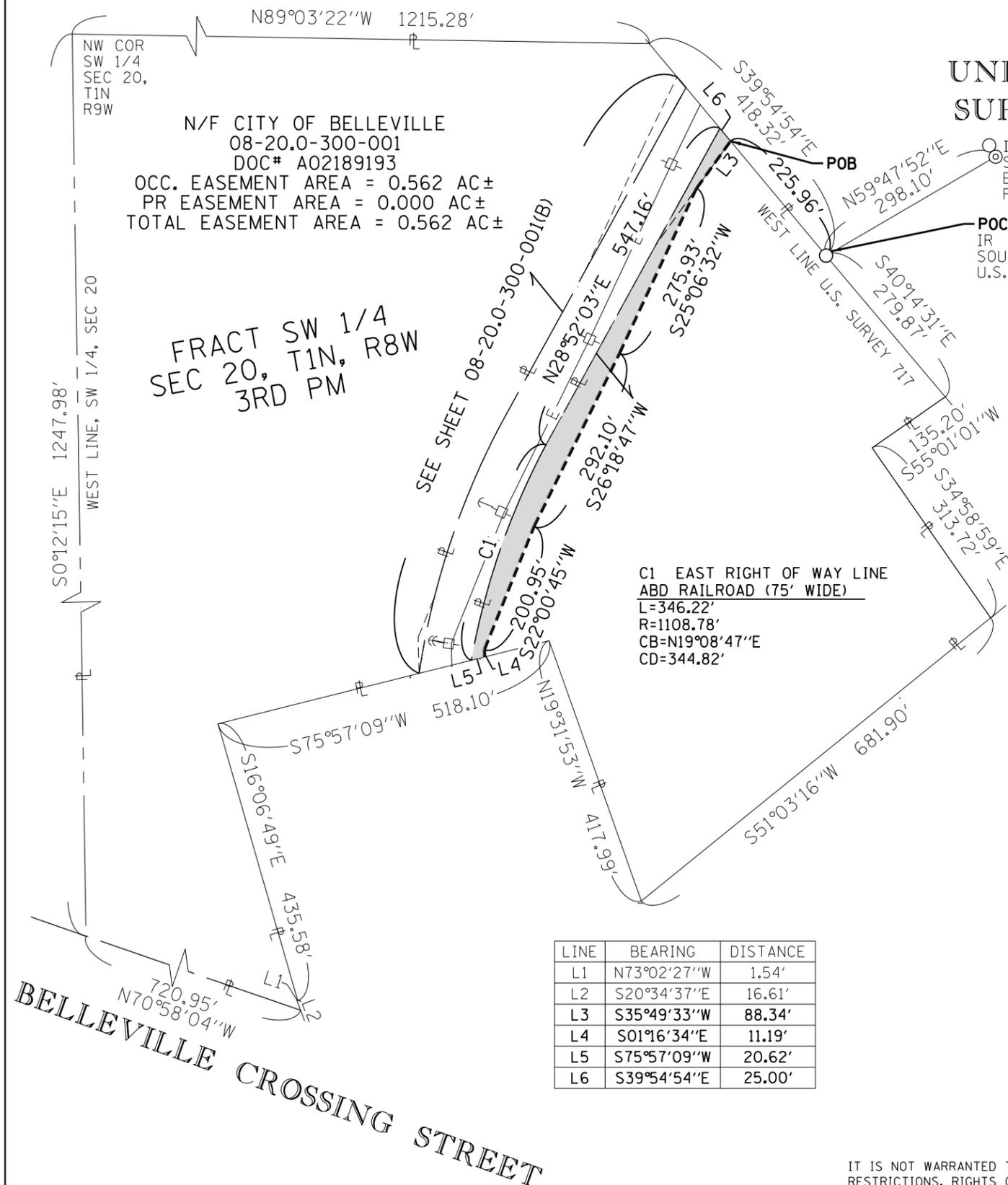
LEGEND

	PARCEL LINE
	RIGHT OF WAY LINE
	TRANSMISSION LINE
	OCCUPIED EASEMENT LINE
	TRANSMISSION LINE STRUCTURE
	GUY WIRE
	IRON ROD FOUND
	IRON PIPE FOUND
	POINT OF COMMENCEMENT
	POINT OF BEGINNING
	CHORD BEARING
	CHORD DISTANCE
	SAME OWNERSHIP
	OCCUPIED EASEMENT AREA BK 2428 PG 2100



N/F CITY OF BELLEVILLE
08-20.0-300-001
DOC# A02189193
OCC. EASEMENT AREA = 0.562 AC±
PR EASEMENT AREA = 0.000 AC±
TOTAL EASEMENT AREA = 0.562 AC±

FRACT SW 1/4
SEC 20, T1N, R8W
3RD PM



C1 EAST RIGHT OF WAY LINE
ABD RAILROAD (75' WIDE)
L=346.22'
R=1108.78'
CB=N19°08'47"E
CD=344.82'

LINE	BEARING	DISTANCE
L1	N73°02'27"W	1.54'
L2	S20°34'37"E	16.61'
L3	S35°49'33"W	88.34'
L4	S01°16'34"E	11.19'
L5	S75°57'09"W	20.62'
L6	S39°54'54"E	25.00'

EASEMENT LEGAL DESCRIPTION:

A PART OF A TRACT IN THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 20, IN TOWNSHIP 1 NORTH RANGE 8 WEST OF THE THIRD PRINCIPAL MERIDIAN THAT ABUTS UNITED STATES SURVEY NO. 717 CLAIM NO. 488 ON ITS WESTERLY LINE, AND IS APPURTENANT IN THREE PLACES TO AN ABANDONED RAILROAD 75 FEET WIDE SECTION NOW HELD BY ILLINOIS POWER CO., ALL IN TOWNSHIP 1 NORTH, RANGE 8 WEST OF THE THIRD PRINCIPAL MERIDIAN, ST. CLAIR COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN IRON ROD MARKING THE SOUTHMOST CORNER OF SAID U.S. SURVEY NO. 717; THENCE NORTH 39 DEGREES 54 MINUTES 54 SECONDS WEST ALONG SAID WEST LINE OF U.S. SURVEY 717, 225.96 FEET TO THE POINT OF BEGINNING;
55
FROM SAID POINT OF BEGINNING; THENCE SOUTH 35 DEGREES 49 MINUTES 33 SECONDS WEST, 88.34 FEET; THENCE SOUTH 25 DEGREES 06 MINUTES 32 SECONDS WEST, 275.93 FEET; THENCE SOUTH 26 DEGREES 18 MINUTES 47 SECONDS WEST, 292.10 FEET; THENCE SOUTH 22 DEGREES 00 MINUTES 45 SECONDS WEST, 200.95 FEET; THENCE SOUTH 01 DEGREE 16 MINUTES 34 SECONDS EAST, 11.19 FEET TO A SOUTHERLY LINE OF SAID TRACT; THENCE SOUTH 75 DEGREES 57 MINUTES 09 SECONDS WEST ON SAID SOUTHERLY LINE, 20.62 FEET TO THE EAST RIGHT OF WAY LINE OF THE SAID ABANDONED RAILROAD; THENCE FOLLOWING SAID EAST RIGHT OF WAY LINE NORTHEASTERLY 346.22 FEET, BEING A CURVE TO THE RIGHT, HAVING A RADIUS OF 1108.78 FEET, THE CHORD OF THE SAID CURVE BEARS NORTH 19 DEGREES 08 MINUTES 47 SECONDS EAST, 344.82 FEET; THENCE ON SAID EAST RIGHT OF WAY LINE NORTH 28 DEGREES 52 MINUTES 03 SECONDS EAST, 547.16 FEET TO THE INTERSECTION OF THE SAID EAST RIGHT OF WAY LINE TO THE WEST LINE OF SAID U.S. SURVEY NO. 717; THENCE SOUTH 39 DEGREES 54 MINUTES 54 SECONDS EAST ALONG SAID WEST LINE, 25.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 0.562 ACRES, MORE OR LESS OF WHICH 0.562 ACRES, MORE OR LESS HAS BEEN PREVIOUSLY OCCUPIED FOR EASEMENT PURPOSES.



WE, VOLKERT, INC., HEREBY CERTIFY THAT THIS EXHIBIT IS AN ACCURATE REPRESENTATION OF A SURVEY MADE UNDER MY DIRECT SUPERVISION FOR THE EXCLUSIVE BENEFIT OF AMEREN ILLINOIS.

Grady A. White II 08/06/2020
GRADY A. WHITE II
ILLINOIS PROFESSIONAL LAND SURVEYOR
#035.002808
LICENSE EXPIRES 11/30/2020

NOTES:

- BEARINGS SHOWN HEREON ARE BASED ON THE ILLINOIS STATE PLANE COORDINATE SYSTEM, NAD 83-WEST (GPS OBSERVATION).
- FIELD WORK COMPLETED DECEMBER OF 2019.

IT IS NOT WARRANTED THAT THIS EXHIBIT CONTAINS COMPLETE INFORMATION REGARDING EASEMENTS, RESERVATIONS, RESTRICTIONS, RIGHTS OF WAY, BUILDING LINES, ENCROACHMENTS, OR OTHER ENCUMBRANCES. FOR COMPLETE INFORMATION, A TITLE OPINION OR COMMITMENT FOR TITLE INSURANCE SHOULD BE OBTAINED.

THIS EXHIBIT DOES NOT MEET THE ILLINOIS MINIMUM STANDARDS FOR BOUNDARY SURVEYS WITH RESPECT TO THE REMAINDER OF THE PARENT PARCEL. THE DIMENSIONS THAT ARE SHOWN FOR THE REMAINDER OF THE PARENT PARCEL ARE TO BE USED FOR INFORMATIONAL PURPOSES ONLY.

AMEREN ILLINOIS
BELLEVILLE 65TH STREET SPUR (LINE 1586B)
TAX ID NO. 08-20.0-300-001(A)
ST. CLAIR COUNTY, ILLINOIS

VOLKERT

1500 EASTPORT PLAZA DRIVE
SUITE 200
COLLINSVILLE, IL 62234
618.345.8918
IL DESIGN FIRM # 184.004027

"EXHIBIT A"

T1N, R8W

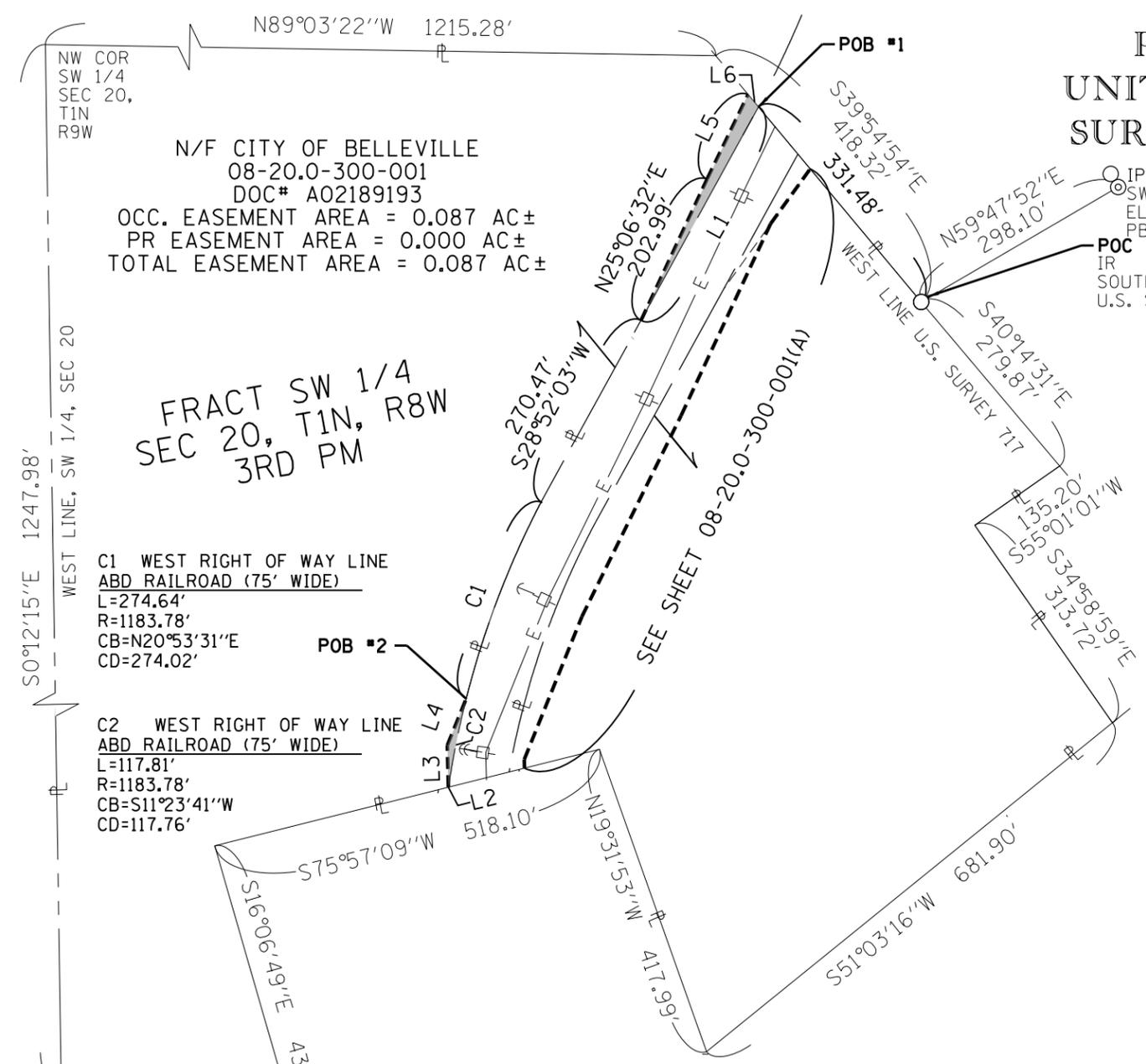
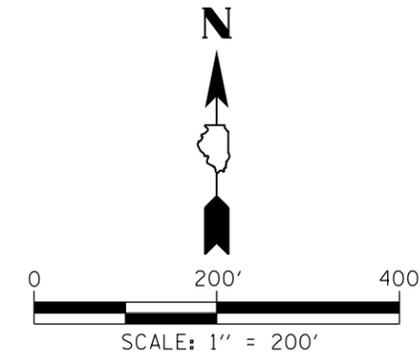
PART OF

UNITED STATES

SURVEY NO. 717

LEGEND

- PARCEL LINE
- RIGHT OF WAY LINE
- TRANSMISSION LINE
- OCCUPIED EASEMENT LINE
- TRANSMISSION LINE STRUCTURE
- GUY WIRE
- IRON ROD FOUND
- IRON PIPE FOUND
- POINT OF COMMENCEMENT
- POINT OF BEGINNING
- CHORD BEARING
- CHORD DISTANCE
- SAME OWNERSHIP
- OCCUPIED EASEMENT AREA



N/F CITY OF BELLEVILLE
 08-20.0-300-001
 DOC# A02189193
 OCC. EASEMENT AREA = 0.087 AC±
 PR EASEMENT AREA = 0.000 AC±
 TOTAL EASEMENT AREA = 0.087 AC±

FRACT SW 1/4
 SEC 20, T1N, R8W
 3RD PM

C1 WEST RIGHT OF WAY LINE
 ABD RAILROAD (75' WIDE)
 L=274.64'
 R=1183.78'
 CB=N20°53'31"E
 CD=274.02'

C2 WEST RIGHT OF WAY LINE
 ABD RAILROAD (75' WIDE)
 L=117.81'
 R=1183.78'
 CB=S11°23'41"W
 CD=117.76'

LINE	BEARING	DISTANCE
A1	N73°02'27"W	1.54'
A2	S20°34'37"E	16.61'
L1	S28°52'03"W	317.64'
L2	S75°57'09"W	0.21'
L3	N01°16'34"W	54.46'
L4	N22°00'45"E	65.84'
L5	N25°59'48"E	122.77'
L6	S39°54'54"E	20.81'

EASEMENT LEGAL DESCRIPTION:
 A PART OF A TRACT IN THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 20, IN TOWNSHIP 1 NORTH RANGE 8 WEST OF THE THIRD PRINCIPAL MERIDIAN THAT ABUTS UNITED STATES SURVEY NO. 717 CLAIM NO. 488 ON ITS WESTERLY LINE, AND IS APPURTENANT IN THREE PARCELS TO AN ABANDONED RAILROAD 75 FEET WIDE SECTION NOW HELD BY ILLINOIS POWER CO., ALL IN TOWNSHIP 1 NORTH, RANGE 8 WEST OF THE THIRD PRINCIPAL MERIDIAN, ST. CLAIR COUNTY, ILLINOIS; TWO OF THE SAID THREE PARCELS LIE ABUTTING THE WEST RIGHT OF WAY LINE OF SAID RAILROAD AND ARE MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN IRON ROD ON THE WEST LINE OF U.S. SURVEY 717; THENCE NORTH 39 DEGREES 54 MINUTES 54 SECONDS WEST ALONG SAID WEST LINE, 331.48 FEET TO THE INTERSECTION OF THE WEST RIGHT OF WAY OF THE ABANDONED RAILROAD WITH THE SAID WEST LINE OF U.S. SURVEY 717 FOR THE POINT OF BEGINNING #1;

PARCEL 1
 FROM SAID POINT OF BEGINNING #1; THENCE SOUTH 28 DEGREES 51 MINUTES 26 SECONDS WEST ON SAID WEST RIGHT OF WAY LINE, 317.64 FEET; THENCE NORTH 25 DEGREES 06 MINUTES 32 SECONDS EAST, 202.99 FEET; THENCE NORTH 25 DEGREES 59 MINUTES 48 SECONDS EAST, 122.77 FEET TO THE SAID WEST LINE OF THE U.S. SURVEY 717; THENCE SOUTH 39 DEGREES 54 MINUTES 54 SECONDS EAST ON SAID WESTERLY LINE, 20.81 FEET TO THE POINT OF BEGINNING #1.

PARCEL 2
 FROM SAID POINT OF BEGINNING #1; THENCE SOUTH 28 DEGREES 52 MINUTES 03 SECONDS WEST ON SAID WEST RIGHT OF WAY LINE, 317.64 FEET; THENCE SOUTH 28 DEGREES 52 MINUTES 03 SECONDS WEST ON SAID WEST RIGHT OF WAY LINE, 270.47 FEET; THENCE 274.64 FEET ON A CURVE TO THE LEFT, HAVING A RADIUS OF 1183.78 FEET, THE CHORD OF THE SAID CURVE BEARS SOUTH 20 DEGREES 53 MINUTES 31 SECONDS WEST, A CHORD DISTANCE OF 274.02 FEET ON SAID WEST RIGHT OF WAY TO A POINT OF BEGINNING #2; THENCE CONTINUING ON SAID CURVE TO THE LEFT, HAVING A RADIUS OF 1183.78 FEET, THE CHORD OF SAID CURVE BEARS SOUTH 11 DEGREES 23 MINUTES 41 SECONDS WEST, A CHORD DISTANCE OF 117.76 FEET TO A SOUTHERLY LINE OF SAID TRACT; THENCE SOUTH 75 DEGREES 57 MINUTES 09 SECONDS WEST ON SAID SOUTHERLY LINE, 0.21 FEET; THENCE NORTH 01 DEGREE 16 MINUTES 34 SECONDS WEST, 54.46 FEET; THENCE NORTH 22 DEGREES 00 MINUTES 45 SECONDS EAST, 65.84 FEET TO THE POINT OF BEGINNING #2.

SAID PARCELS CONTAINS 0.087 ACRES, MORE OR LESS OF WHICH 0.087 ACRES, MORE OR LESS HAS BEEN PREVIOUSLY OCCUPIED FOR EASEMENT PURPOSES.



WE, VOLKERT, INC., HEREBY CERTIFY THAT THIS EXHIBIT IS AN ACCURATE REPRESENTATION OF A SURVEY MADE UNDER MY DIRECT SUPERVISION FOR THE EXCLUSIVE BENEFIT OF AMEREN ILLINOIS.

Grady A. White II 08/07/2020
 GRADY A. WHITE II
 ILLINOIS PROFESSIONAL LAND SURVEYOR
 #035.002808
 LICENSE EXPIRES 11/30/2020

IT IS NOT WARRANTED THAT THIS EXHIBIT CONTAINS COMPLETE INFORMATION REGARDING EASEMENTS, RESERVATIONS, RESTRICTIONS, RIGHTS OF WAY, BUILDING LINES, ENCROACHMENTS, OR OTHER ENCUMBRANCES. FOR COMPLETE INFORMATION, A TITLE OPINION OR COMMITMENT FOR TITLE INSURANCE SHOULD BE OBTAINED.

THIS EXHIBIT DOES NOT MEET THE ILLINOIS MINIMUM STANDARDS FOR BOUNDARY SURVEYS WITH RESPECT TO THE REMAINDER OF THE PARENT PARCEL. THE DIMENSIONS THAT ARE SHOWN FOR THE REMAINDER OF THE PARENT PARCEL ARE TO BE USED FOR INFORMATIONAL PURPOSES ONLY.

AMEREN ILLINOIS
 BELLEVILLE 65TH STREET SPUR (LINE 1586B)
 TAX ID NO. 08-20.0-300-001(B)
 ST. CLAIR COUNTY, ILLINOIS

VOLKERT
 1500 EASTPORT PLAZA DRIVE
 SUITE 200
 COLLINSVILLE, IL 62234
 618.345.8918
 IL DESIGN FIRM # 184.004027

BELLEVILLE CROSSING STREET

- NOTES:
- BEARINGS SHOWN HEREON ARE BASED ON THE ILLINOIS STATE PLANE COORDINATE SYSTEM, NAD 83-WEST (GPS OBSERVATION).
 - FIELD WORK COMPLETED DECEMBER OF 2019.



Owner City of Belleville

County St. Clair

Parcel No. 08-20.0-300-001

Structure Num. 4 - 7

Address _____

Phone _____

Email _____

Please check all that apply

- Animals On Property _____ Locked Gate
- Endangered Species Present _____
- Fence Sprinkler System
- Septic System within the easement area
- Drain Tile _____
- Outbuilding NEAR or ON easement right of way. Type: _____
- Call number listed for accessing property: _____
- During hunting season please contact for safety. Hunting time frame: _____
- Specific clearing request: _____

*If no specific request is indicated, all vegetation within the easement area will be cut.

ROW Access request (Preferred route): _____

Other - please describe below

Signature

Signature

Print

Print

Date: _____

Special Conditions, executed by these Grantors, is acknowledged.

Date

Negotiator for Ameren Illinois Company

If you have any questions or need additional information, please feel free to call Volkert, Inc. at 618.345.8918

Trees on Property _____

Ameren Approval _____

Easement No. 10.01

Line Name-Number: Belleville 65th Street Spur - 1586B



Owner City of Belleville
County St. Clair
Parcel No. 08-20.0-300-001

We order and direct the payment from Ameren Illinois for an Easement consisting of 0.649 acres located in St. Clair County, Illinois, as right of way for Ameren, for the total sum of Sixteen Thousand Two Hundred Twenty Five and NO Dollars (\$16,225.00) to be distributed as follows:

Table with 3 columns: Party and Interest, S.S.N. or E.I.N., Amount. Row 1: City of Belleville, \$16,225.00

Signature, Print Name, Signature, Print Name (repeated for two parties)

Date:

Possession and transfer of easement to Ameren Illinois occurs when Grantee delivers a payment to Grantor, in person or by mail, in the amount of the above stated consideration, unless provided herein. This Receipt, Closing Statement, Designation of Funds and conveyance documents are the entire and exclusive agreement between the parties and supersede any written or oral understanding, promise or agreement, directly or indirectly related to the purchase of the easement. The parties agree that any changes to this Receipt may only be made in writing and signed by the parties.

Receipt and Designation of the Funds, executed by these Grantors, is acknowledged.

Date Negotiator for Ameren Illinois Company

If you have any questions or need additional information, please feel free to call Volkert, Inc. at 618.345.8918

Table with 2 columns: Description, Amount. Rows: Easement Amount, Damages Amount, Total, Detailed Damages Description

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____	<input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number											
				-			-				
or											
Employer identification number											
				-							

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

123 W. Pearl Street
PO Box 190
Jerseyville, Illinois 62052
618.498.3503



allison.lorton@wittmanlortonlaw.com
marci.collins@preferredtitle.org
melanie.strebel@preferredtitle.org
bev.mourning@preferredtitle.org
www.preferredtitleandescrow.org

PPN:08-20.0-300-001 & 08-20.0-300-003

Binder # 0448PT

INFORMATIONAL TITLE REPORT

Original Print Date: December 13, 2019

- A.** Effective Date: **October 29, 2019**
- B.** The estate or interest in the land described or referred to in this Information Title Report is **Fee Simple**.
- C.** According to the St. Clair County Records, title to the estate or interest in the subject land is at the Effective Date vested in: **City of Belleville**.

Copy of Vesting Deed is attached.

- D.** The subject land is described as follows:

SEE ATTACHED EXHIBIT "A"

Prior Deed Reference: Document No. A02189193

Common Address: 701 S. 20th Street, Belleville, IL 62226 and
4811 Belleville Crossing St., Belleville, IL 62226

EXHIBIT "A"

Part of the Southwest Fractional Quarter (1/4) of Section Numbered Twenty (20), in Township Numbered One (1) North, Range Eight (8) West of the Third Principal Meridian, more particularly described as follows, to-wit:

Beginning at the Northwest corner of said Quarter Section, running thence South Ten (10) minutes East Twelve Hundred and Fifty-four and Two-tenths (1254.2) feet to a post on the right of way of the Illinois Central Railroad Company, thence South 71 degrees 40 minutes East along said right of way Seven Hundred and Seventy-One and one-tenth (771.1) feet to a stake at the intersection of said right of way with the Westerly boundary line of that tract of land formerly owned by the Grant Coal Company, thence North 20 degrees 30 minutes West, Four Hundred and Fifty-One and three tenths (541.3) feet to a stake, thence North 72 degrees 2 minutes East five hundred and eighteen and one-tenth (518.1) feet to a stake, thence South 1 degree 48 minutes East Four hundred and eighteen and one-tenth (418.1) feet to a stake, thence North 51 degrees 3 minutes East Seven Hundred and Eleven and nine-tenths (711.9) feet to a stake, thence South 30 degree 47 minutes East Sixty-one and Five Hundredths (61.05) feet to a stake, thence North 58 degrees 47 minutes East Ninety-four and one-tenth (94.1) feet to an iron rod, thence North 31 degrees 13 minute West One Hundred and Thirty-two (132) feet to a stake, thence North 58 degrees 35 minutes East Twenty-nine and fifteen hundredths (29.15) feet to a post, thence North 41 degrees 11 minutes West Nine Hundred and Ninety (990) feet to a stake, thence South 89 degrees 52 minutes West Eleven Hundred and Ninety-three and three-tenths (1193.3) feet to the place of beginning. Except coal, gas, and other mineral rights excepted or reserved in prior conveyances.

Excepting, therefrom that part conveyed to Northern Illinois Coal Corporation, an Illinois Corporation by Warranty Deed executed by St. Clair County Angler's Assn. a not-for-profit corporation, dated December 21, 1955 and recorded December 22, 1955 in Book 1387 on Page 634 as Instrument #825287, which is more particularly described as follows, to-wit:

A strip of land seventy-five (75) feet in width being ten (10) feet measured easterly at right angles and sixty-five (65) feet measured westerly at right angles of the following described reference line (said reference line being the centerline of the former St. Louis and Ohio River Railroad) as located over and across the fractional Southwest Quarter (SW ¼) of Section Twenty (20), in Township One (1) North, Range Eight (8) West, in St. Clair County, Illinois, said reference line being particularly described as follows:

Beginning at a point in the southwesterly line of Survey 717, two hundred ninety-one and four-tenths (291.4) feet Northwesterly from the most southerly corner of said Survey, and running thence South 29 degrees 39 minutes West, five hundred seventy-one (571) feet to a point; thence on a curve to the left having a radius of one thousand forty-six and twenty-eight one-hundredths (1146.28) feet, four hundred five (405) feet to a point in the northerly line of the Grant Coal company's former 7.57 acre tract, one hundred thirty-seven and six-tenths (137.6) feet westerly from the most northerly corner of said Grant Coal Company's former tract.

Excepting further, all that part of Lot Numbered Twenty-six (26), and part of Lot numbered Twenty-seven (27) in Section Twenty (20), Township One (1) North, Range Eight (8) West of the Third Principal Meridian; reference being had to the Plat thereof recorded in the Recorder's Office of St. Clair County, Illinois, in Book of Plats "A" on Page 185, described as follows, to-wit:

Commencing the Survey thereof at the point of intersection of the Northwesterly line of Richard Street, as laid out on Plat of Roosevelt Heights, recorded in the Recorder's Office of St. Clair County, Illinois in book of Plats "J" on page 27, with the Southwesterly line of U.S. Survey Numbered 746, Claim Numbered 2610, and running thence south 58 degrees 47 minutes West along said line of Richard Street, a distance of One Hundred and Forty-six and one-tenth (146.1) feet to the Northeasterly line of Roosevelt Avenue, thence North 30 degrees 47 minutes West, Sixty-one and five-hundredths (61.05) feet, thence South 51 degrees 03 minutes West, Thirty (30) feet, thence North 35 degrees 38 minutes West Three Hundred and Twenty-Two and three-tenths (322.3) feet, thence North 58 degrees 47 minutes East one Hundred and Thirty-five and Two-tenths (135.2) feet to the Southwesterly line of said Survey Numbered 746, thence South 40 degrees 47 minutes East along the southwesterly line of said Survey Numbered 746, a distance of Two Hundred and Fifty (250) feet to a point where the Southeasterly line of an alley fifteen (15) feet wide laid out on the Plat of Crystal Place, reference being had to the Plat thereof recorded in the Recorder's Office of St. Clair County, Illinois, in Book of Plats "I" on page 13, intersects the same, thence continuing south 40 degrees 47 minutes East along the Southwest line of said Survey Numbered 746 to the Point of Beginning.

Parcel II:

Part of Lots Twenty-Six (26) and Twenty-Seven (27) in the southwest quarter of Section Twenty (20), in Township One (1) North, Range Eight (8) West of the third Principal Meridian situated in the County of St. Clair and the State of Illinois, reference being had to the plat thereof recorded in the Recorder's Office of St. Clair County, Illinois in Book of Plats "A" on page 185, described as follows, to-wit:

Commencing South 35 degrees 30 minutes West 728 feet 8 inches from the Westerly corner of U.S. Survey 746, Claim No. 2610; thence running South 75 degrees 15 minutes West 518 feet 1 inch; thence South 18 degrees 30 minutes East 453 feet 3 inches; thence south 72 degrees 30 minutes East 397 feet; thence North 31 degrees East 294 feet; thence North 20 degrees 45 minutes West 440.88 feet to the place of beginning.

Except coal, gas and other mineral rights excepted or reserved in prior conveyances.

Excepting, further, a tract of land 100 feet in width, being 50 feet on each side of a centerline described as follows:

Beginning on the North line of the above-described 6.57 acre tract 143.5 feet Westerly from the most northerly corner of the said 6.57 acre tract, and running southerly on a curve to the left having a radius of 1146.28 feet to the northerly line of the Illinois Central Railroad Company's

right-of-way, which point is 100 feet northwesterly from the most southerly corner of the said 6.57 acres tract.

INFORMATIONAL TITLE REPORT

(ITEMS OF RECORD)

The following items are disclosed by the public records of the County of St. Clair County, Illinois, and are being shown for informational purposes only:

A. All assessments and taxes for the year 2018 and 2019 and all subsequent years for 08-20.0-300-001.

First installment of 2018 taxes in the amount of \$0.00 is PAID.

Second installment of the 2018 taxes in the amount of \$0.00 is PAID.

Taxes for all prior years have been paid. Taxes for 2019 and thereafter are not yet due and payable.

Address and Parcel I.D. No. are subject to change by County authorities. Tax assessment reduced by the Homestead Exemption in the amount of \$0.00, Senior Citizens' Homestead Exemption in the amount of \$0.00, and the Senior Citizens' Assessment Freeze Homestead Exemption in the amount of \$0.00.

Aerial Map is Attached

Tax Sheet is Attached

B. Ordinance No. 6716, an ordinance annexing certain territory to the City of Belleville, Illinois, recorded April 14, 2005 in Book 4165 at Page 1610 as Document No. A01903305.

C. Resolution No. 2691, a resolution approving and directing the execution of an annexation agreement with Bob Calhoun recorded October 7, 2005 in Book 4246 at Page 932 as Document No. A01938790.

D. Mortgage dated November 3, 2009 and recorded November 17, 2009 as Document No. A02189194, given by City of Belleville, an Illinois municipal corporation, to Calhoun Construction, Inc., to secure a promissory note in the amount of \$800,000.00 and such other sums as provided therein. NOT RELEASED OF RECORD.

E. Easement – Gas Pipeline dated September 22, 2010 and recorded September 29, 2010 as Document No. A02233083, granted by City of Belleville, as grantor, to Illinois Power Company, d/b/a AmerenIP, an Illinois corporation, as grantee.

F. Easement (Electric Line) dated December 5, 2012 and recorded December 13, 2012 as Document No. A02343929, granted by the City of Belleville, an Illinois Municipal Corporation, as grantor, to Ameren Illinois Company d/b/a Ameren Illinois, an Illinois corporation, as grantee.

G. Easement (Underground Electric) dated December 5, 2012 and recorded December 13, 2012 as Document No. A02343930, granted by City of Belleville, an Illinois Municipal Corporation, as grantor, to Ameren Illinois Company d/b/a Ameren Illinois, an Illinois corporation, as grantee.

H. Illinois Department of Commerce & Economic Opportunity Certification of Enterprise Zone dated December 17, 2015 and recorded December 23, 2015 as Document No. A02479731.

I. Illinois Department of Commerce & Economic Opportunity Certification of Enterprise Zone dated August 24, 2018 and recorded August 1, 2019 as Document No. A02621212.

J. Rights of the public or quasi-public utility companies in and to any portion of the land used for utility purposes.

K. Rights of the public, the State of Illinois and the municipality in and to that part of the land, if any, taken or used for road purposes.

L. NOTE: This report pursuant hereto should not be construed to insure any interest in any manufactured housing unit located on the premises. No search has been made of records relating to liens which affect personal property to determine if liens affect any such manufactured housing unit.

M. ATTENTION: NO SEARCH HAS BEEN MADE FOR ANY DOCUMENTS IN THE CHAIN OF TITLE WHICH HAVE BEEN RECORDED 30 YEARS PRIOR TO THE EFFECTIVE DATE OF THIS REPORT AND THEREFORE NO REFERENCE HAS BEEN MADE TO ANY DOCUMENTS RECORDED PRIOR TO THIS 30 YEAR SEARCH START DATE.

Liability under this report is limited to the fee paid herefor.

THIS IS NOT A TITLE INSURANCE POLICY, GUARANTEE OR OPINION OF TITLE AND SHOULD NOT BE RELIED UPON AS SUCH. NO LIABILITY IS ASSUMED HEREBY WITH REGARD TO SAID CONDITION OF TITLE.

Very truly yours,

PREFERRED TITLE & ESCROW, INC.

By



Old Title & Escrow
File# TLC2326OT



A02189193
MICHAEL T. COSTELLO
RECORDER OF DEEDS
BELLEVILLE, IL
RECORDED ON
11/17/2009 09:59:31AM
TOTAL FEE: \$20.00
PAGES: 3

PREPARED BY:
Thomas A. LeChien
120 West Main, Suite 120
Belleville, IL 62220

MAIL TAX BILL TO:
City of Belleville
101 South Illinois Street
Belleville, IL 62220

MAIL RECORDED DEED TO:
Thomas A. LeChien
120 West Main, Suite 120
Belleville, IL 62220

TLC2326 OT

SPECIAL WARRANTY DEED

THE GRANTOR, Calhoun Construction, Inc. formerly Calhoun Construction Management, Inc., of the City of Belleville, State of Illinois, a corporation organized and existing under the laws of the State of Illinois, for and in consideration of Ten Dollars (\$10.00) and other good and valuable considerations, in hand paid, GRANTS, CONVEYS AND SELLS to City of Belleville, of 101 South Illinois Street, Belleville, Illinois 62220, all interest in the following described real estate situated in the County of ST. CLAIR, State of Illinois, to wit:

Parcel 1:

Part of the Southwest Fractional quarter (1/4) of Section Numbered Twenty (20), in Township Numbered One (1) North, Range Eight (8) West of the Third Principal Meridian, more particularly described as follows, to-wit:

Beginning at the Northwest corner of said Quarter Section, running thence South Ten (10) minutes East Twelve Hundred and Fifty-four and Two-tenths (1254.2) feet to a post on the right of way of the Illinois Central Railroad Company,

thence South 71 degrees 40 minutes East along said right of way Seven Hundred and Seventy-One and one-tenth (771.1) feet to a stake at the intersection of said right of way with the Westerly boundary line of that tract of land formerly owned by the Grant Coal Company,

thence North 20 degrees 30 minutes West, Four Hundred and Fifty-one and three tenths (451.3) feet to a stake,

thence North 72 degrees 2 minutes East five hundred and Eighteen and one-tenth (518.1) feet to a stake,

thence South 1 degrees 48 minutes East Four Hundred and Eighteen and one-tenth (418.1) feet to a stake,

thence North 51 degrees 3 minutes East Seven Hundred and Eleven and nine-tenths (711.9) feet to a stake,

thence South 30 degrees 47 minutes East Sixty-one and Five Hundredths (61.05) feet to a stake,

thence North 58 degrees 47minutes East Ninety-four and one-tenth (94.1) feet to an iron rod,

thence North 31 degrees 13 minutes West One Hundred and Thirty-two (132) feet to a stake,

thence North 58 degrees 35 minutes East Twenty-nine and fifteen hundredths (29.15) feet to a post,

thence North 41 degrees 11 minutes West Nine Hundred and Ninety (990) feet to a stake,

thence South 89 degrees 52 minutes West Eleven Hundred and Ninety-three and Three-tenths (1193.3) feet to the place of beginning.

Except coal, gas and other mineral rights excepted or reserved in prior conveyances.

APPROPRIATE MAPPING & PLATTING
DIRECTOR
SUBJECT TO ZONING REGULATIONS

3

Excepting, therefrom that part conveyed to Northern Illinois Coal Corporation, an Illinois Corporation by Warranty Deed executed by St. Clair County Angler's Assn. a not-for-profit corporation, dated December 21, 1955 and recorded December 22, 1955 in Book 1387 on Page 634 as Instrument #825287, which is more particularly described as follows, to-wit:

A strip of land seventy-five (75) feet in width being ten (10) feet measured easterly at right angles and sixty-five (65) feet measured westerly at right angles of the following described reference line (said reference line being the centerline of the former St. Louis and Ohio River Railroad) as located over and across the fractional Southwest Quarter (SW ¼) of Section Twenty (20), in Township One (1) North, Range Eight (8) West, in St. Clair County, Illinois, said reference line being particularly described as follows:

Beginning at a point in the southwesterly line of Survey 717, two hundred ninety-one and four-tenths (291.4) feet Northwesterly from the most southerly corner of said Survey, and running thence South 29 degrees 39 minutes West, five hundred seventy-one (571) feet to a point; thence on a curve to the left having a radius of one thousand forty-six and twenty-eight one-hundredths (1146.28) feet, four hundred five (405) feet to a point in the northerly line of the Grant Coal company's former 7.57 acre tract, one hundred thirty-seven and six-tenths (137.6) feet westerly from the most northerly corner of said Grant Coal Company's former tract.

Excepting further, all that part of Lot Numbered Twenty-six (26), and part of Lot numbered Twenty-seven (27) in Section Twenty (20), Township One (1) North, Range Eight (8) West of the Third Principal Meridian; reference being had to the Plat thereof recorded in the Recorder's Office of St. Clair County, Illinois, in Book of Plats "A" on Page 185, described as follows, to-wit:

Commencing the Survey thereof at the point of intersection of the Northwesterly line of Richard Street, as laid out on Plat of Roosevelt Heights, recorded in the Recorder's Office of St. Clair County, Illinois in book of Plats "J" on page 27, with the Southwesterly line of U.S. Survey Numbered 746, Claim Numbered 2610, and running thence south 58 degrees 47 minutes West along said line of Richard Street, a distance of One Hundred and Forty-six and one-tenth (146.1) feet to the Northeasterly line of Roosevelt Avenue,

thence North 30 degrees 47 minutes West, Sixty-one and five-hundredths (61.05) feet,

thence South 51 degrees 03 minutes West, Thirty (30) feet, thence North 35 degrees 38 minutes West Three Hundred and Twenty-two and three-tenths (322.3) feet,

thence North 58 degrees 47 minutes East one Hundred and Thirty-five and Two-tenths (135.2) feet to the Southwesterly line of said Survey Numbered 746,

thence South 40 degrees 47 minutes East along the southwesterly line of said Survey Numbered 746, a distance of Two Hundred and Fifty (250) feet to a point where the Southeasterly line of an alley fifteen (15) feet wide laid out on the Plat of Crystal Place, reference being had to the Plat thereof recorded in the Recorder's Office of St. Clair County, Illinois, in Book of Plats "I" on page 13, intersects the same,

thence continuing south 40 degrees 47 minutes East along the Southwest line of said Survey Numbered 746 to the Point of Beginning.

Parcel II:

Part of Lots Twenty-Six (26) and Twenty-Seven (27) in the southwest quarter of Section Twenty (20), in Township One (1) North, Range Eight (8) West of the third Principal Meridian situated in the County of St. Clair and the State of Illinois, reference being had to the plat thereof recorded in the Recorder's Office of St. Clair County, Illinois in Book of Plats "A" on page 185, described as follows, to-wit:

Commencing South 35 degrees 30 minutes West 728 feet 8 inches from the Westerly corner of U.S. Survey 746, Claim No. 2610;

thence running South 75 degrees 15 minutes West 518 feet 1 inch; thence South 18 degrees 30 minutes East 453 feet 3 inches;

thence south 72 degrees 30 minutes East 397 feet; thence North 31 degrees East 294 feet;

thence North 20 degrees 45 minutes West 440.88 feet to the place of beginning.

Except coal, gas and other mineral rights excepted or reserved in prior conveyances.

Excepting, further, a tract of land 100 feet in width, being 50 feet on each side of a centerline described as follows:

Parcel Information Report
ST. CLAIR County
08-20.0-300-001

Parcel No	Township	Tax Code	Property Class	Land Use	1977 Base Value	Senior Freeze Year
08-20.0-300-001	BELLEVILLE	02017	0090	0090	20,627	
Alternate Parcel No	Homesite Acres	Farm Acres	Gross Acres	TIF Base	EZone Parcel	Senior Freeze Value
	36.3500	0.0000	36.3500	40,344	NO	0
Parcel Status	Activation Year	Lot Dimension		Level Activated		
Active						

Owner Name and Address	Total Value	0
CITY OF BELLEVILLE	HIE Exemption -	0
101 S ILLINOIS ST	State Multiplier x	.0000
BELLEVILLE, IL 62220-2105	State Equalized =	0
	Senior Freeze -	0

Alternate Name and Address	Owner Occupied -	0
	Senior Exemption -	0
	Drainage Exmpt -	0

Parcel Sales	Document Number	Date of Sale	Gross Selling Price	Net Selling Price	Valid Sale	Vet / Disability -	0
	A02189193	11/03/2009	\$1,000,000.00	\$1,000,000.00	N	Net Taxable Value =	0
						Tax Rate x	.0000
						EZ Abatement -	0.00
						Drainage +	0.00
						Total Tax Due =	\$.00

Site Address 701 S 20TH ST
 BELLEVILLE, IL 62226-0000

Legal Description
 BELLEVILLE TWP SEC 20
 LOT/SEC-20-SUBL/TWP-1N-BLK/RG-8W PT LOT 26 PT
 SW A02189193

	<u>1st Installment</u>	<u>2nd Installment</u>	<u>Totals</u>
<i>Tax Billed</i>	\$0.00	\$0.00	\$0.00
<i>Penalty Billed</i>	\$0.00	\$0.00	\$0.00
<i>Cost Billed</i>	\$0.00	\$0.00	\$0.00
<i>Drainage Billed</i>	\$0.00	\$0.00	\$0.00
Total Billed	\$0.00	\$0.00	\$0.00
<i>Amount Paid</i>	\$0.00	\$0.00	\$0.00
Total Unpaid	\$0.00	\$0.00	\$0.00
<i>Date Paid</i>			
<i>Batch Number</i>			
<i>Receipt No.</i>			
<i>Cashier Code</i>			
<i>TPA</i>			
<i>Paid by</i>			
<i>Status</i>			

DISTRIBUTION

ST CLAIR CO OTHER	SWIC DIST #522	
BELLEVILLE DIST #118	BELLEVILLE HS #201	
CITY OF BELLVLE LIB	ROUTE 15 CORRIDOR	\$0.00
BELLEVILLE TWP	CITY OF BELLEVILLE	

Parcel Information Report
ST. CLAIR County
08-20.0-300-003

Parcel No	Township	Tax Code	Property Class	Land Use	1977 Base Value	Senior Freeze Year
08-20.0-300-003	BELLEVILLE	02017	0090	9000	801	
Alternate Parcel No	Homesite Acres	Farm Acres	Gross Acres	TIF Base	EZone Parcel	Senior Freeze Value
	5.1000	0.0000	5.1000	1,439	NO	0
Parcel Status	Activation Year	Lot Dimension		Level Activated		
Active						

Owner Name and Address	Total Value	0
CITY OF BELLEVILLE	HIE Exemption -	0
101 S ILLINOIS ST	State Multiplier x	.0000
BELLEVILLE, IL 62220-2105	State Equalized =	0
	Senior Freeze -	0

Alternate Name and Address	Owner Occupied -	0
	Senior Exemption -	0
	Drainage Exmpt -	0

Parcel Sales	Veteran Freeze -	0
	Historic Freeze -	0
	Vet / Disability -	0
	Net Taxable Value =	0
	Tax Rate x	.0000
	EZ Abatement -	0.00
	Drainage +	0.00
	Total Tax Due =	\$0.00

Legal Description
 BELLEVILLE TWP SEC 20
 LOT/SEC-20-SUBL/TWP-1N-BLK/RG-8W PT LT 27 PT
 SW A02189193

	<u>1st Installment</u>	<u>2nd Installment</u>	<u>Totals</u>
<i>Tax Billed</i>	\$0.00	\$0.00	\$0.00
<i>Penalty Billed</i>	\$0.00	\$0.00	\$0.00
<i>Cost Billed</i>	\$0.00	\$0.00	\$0.00
<i>Drainage Billed</i>	\$0.00	\$0.00	\$0.00
Total Billed	\$0.00	\$0.00	\$0.00
<i>Amount Paid</i>	\$0.00	\$0.00	\$0.00
Total Unpaid	\$0.00	\$0.00	\$0.00
<i>Date Paid</i>			
<i>Batch Number</i>			
<i>Receipt No.</i>			
<i>Cashier Code</i>			
<i>TPA</i>			
<i>Paid by</i>			
<i>Status</i>			

DISTRIBUTION

ST CLAIR CO OTHER	SWIC DIST #522	
BELLEVILLE DIST #118	BELLEVILLE HS #201	
CITY OF BELLVLE LIB	ROUTE 15 CORRIDOR	\$0.00
BELLEVILLE TWP	CITY OF BELLEVILLE	

Ret. to: Illinois Power Company
Real Estate Department BOOK 2428 PAGE 2100
500 S. 27th St.
Form 153-14 (3-75) Decatur, Ill. 62525 EASEMENT

A566552

ST. CLAIR 12599

\$5.00 PAID

The undersigned Grantors, for Five Dollars (\$5.00) and other good and valuable considerations, receipt whereof is hereby acknowledged, do hereby grant to ILLINOIS POWER COMPANY, an Illinois corporation, its successors, assigns, and lessees, the perpetual right and easement to construct, operate, repair, maintain, patrol, remove, relocate and reconstruct electric transmission, distribution and communication lines or systems, including poles, anchors, stubs, guys, crossarms, insulators, conductors and other equipment appurtenant thereto on, over and across certain land owned by the Grantors in the County of St. Clair, State of Illinois and described as follows:

Part of the Fractional Southwest Quarter of Section 20, Township 1 North Range 8 West of the 3rd Principal Meridian, described as follows:

Commencing at a stone which marks the South corner of U. S. Survey 717, thence Northwesterly along the Southwesterly line of U. S. Survey 717 a distance of 280.37 feet for a point of beginning, thence in a Southwesterly direction along the Southeasterly line of a tract of land conveyed to Illinois Power Company and recorded in the Recorder's Office of St. Clair County, Illinois in Book 2034 on page 95 and designated as Tract R-69-N a distance of 200 feet to a point, thence Northeasterly to a point on the Southwesterly line of U. S. Survey 717 that is located 25 feet Southeasterly from the point of beginning, thence Northwesterly along the Southwesterly line of U. S. Survey 717 a distance of 25 feet to the point of beginning.

STATE OF ILLINOIS
COUNTY OF ST. CLAIR
FILED FOR RECORD
IN THE RECORDER'S OFFICE

1977 OCT -4 AM 10:04

BOOK 2428 PAGE 2100
Thomas J. Elliott
RECORDER

This conveyance shall include the right (i) to use adjacent roads, streets and alleys for such purposes, (ii) to have access to said easement for the purposes aforesaid over adjoining lands of the Grantors, and (iii) to cut down and remove, prune and keep pruned, spray and otherwise control the growth of any trees, shrubs, or saplings that interfere or threaten to interfere with any facilities or equipment installed on said easement or that create hazardous conditions.

Grantors reserve the right to make other uses of the land within said easement provided that such uses shall not interfere with the rights and easements hereinbefore granted to Grantee and shall not create hazardous conditions and Grantors shall not plant trees thereon. Grantors hereby release and waive all rights under and by virtue of the Homestead Exemption Laws of this State. Any damages to the property of the Grantors caused by the erection, reconstruction, operation, renewal and removal of said line, if the repair thereof or the amount of damages is mutually agreed upon, shall be promptly repaired or paid for by Grantee.

DATED this 3RD day of AUGUST, 1977
St. Clair County Anglers' Association

(SEAL)

Norman L. Rogers Pres (SEAL)
Norman L. Rogers, President SEC.

(SEAL)

Edward J. Hoffarth (SEAL)
Edward J. Hoffarth, Secretary

ACCEPTED:
ILLINOIS POWER COMPANY

By Genneth M. Foley
Assistant Real Estate Agent



The undersigned, tenant in possession of the land described in the foregoing instrument, in consideration of the payments to Lessors of the sum first stated therein, hereby adopts and joins in the execution of same and consents to the enjoyment by the Grantee therein of the rights therein vested in Lessee.

POSTED BY JP
CHECKED BY FT

Prepared by Illinois Power Company,
500 S. 27th Street, Decatur, Illinois 62525

Belle 52-9/1/77-1

12599

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

BOOK 2428 PAGE 2101

I, HOWARD J. GEMIN SR, a Notary Public in and for the said County in the State
aforesaid, do hereby certify that
NORMAN L ROGERS PRESIDENT ST CLAIR COUNTY ANGLERS
EDWARD J. HOFFARET SECRETARY

personally known to me to be the same person whose name ARE subscribed to the foregoing
instrument, appeared before me this day in person and acknowledged that ~~they~~ signed, sealed and delivered the
said instrument as A free and voluntary act for the uses and purposes therein set forth, including the
release and waiver of the right of homestead.

Given under my hand and Notarial Seal this 19 day of August, A.D., 1977.

My Commission Expires June 1981 Howard J. Gemin Sr
Notary Public



STATE OF)
COUNTY OF) SS.

I, _____, a Notary Public in and for the said County in the State
aforesaid, do hereby certify that

personally known to me to be the same person whose name _____ subscribed to the foregoing
instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the
said instrument as _____ free and voluntary act for the uses and purposes therein set forth, including the
release and waiver of the right of homestead.

Given under my hand and Notarial Seal this _____ day of _____, A.D., 19____.

My Commission Expires _____
Notary Public

STATE OF)
COUNTY OF) SS.

I, _____, a Notary Public in and for said County in the State afore-
said, do hereby certify that _____
and _____ personally known to me to be
the same persons whose names are, respectively as _____ President and _____
Secretary of _____ Company, a corporation of the State of _____,
subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they,
being thereunto duly authorized, signed, sealed with the corporate seal, and delivered the said instrument as the free
and voluntary act of said corporation and as their own free and voluntary act, for the uses and purposes therein
set forth.

Given under my hand and Notarial Seal this _____ day of _____, 19____.

My Commission Expires _____
Notary Public

INDEXED

12599



CURTIS
ELECTRIC POWER COMPANY
1000 17th Street
Center, Ill. 61810

I.W. 14, SEC. 20

15' PERM. EASE.
CENTERLINE OF EASE
-019

LOT 1

20' PERM. EASE.

289.37'

S.E.
NW

-001

-002

-001

LOT 27

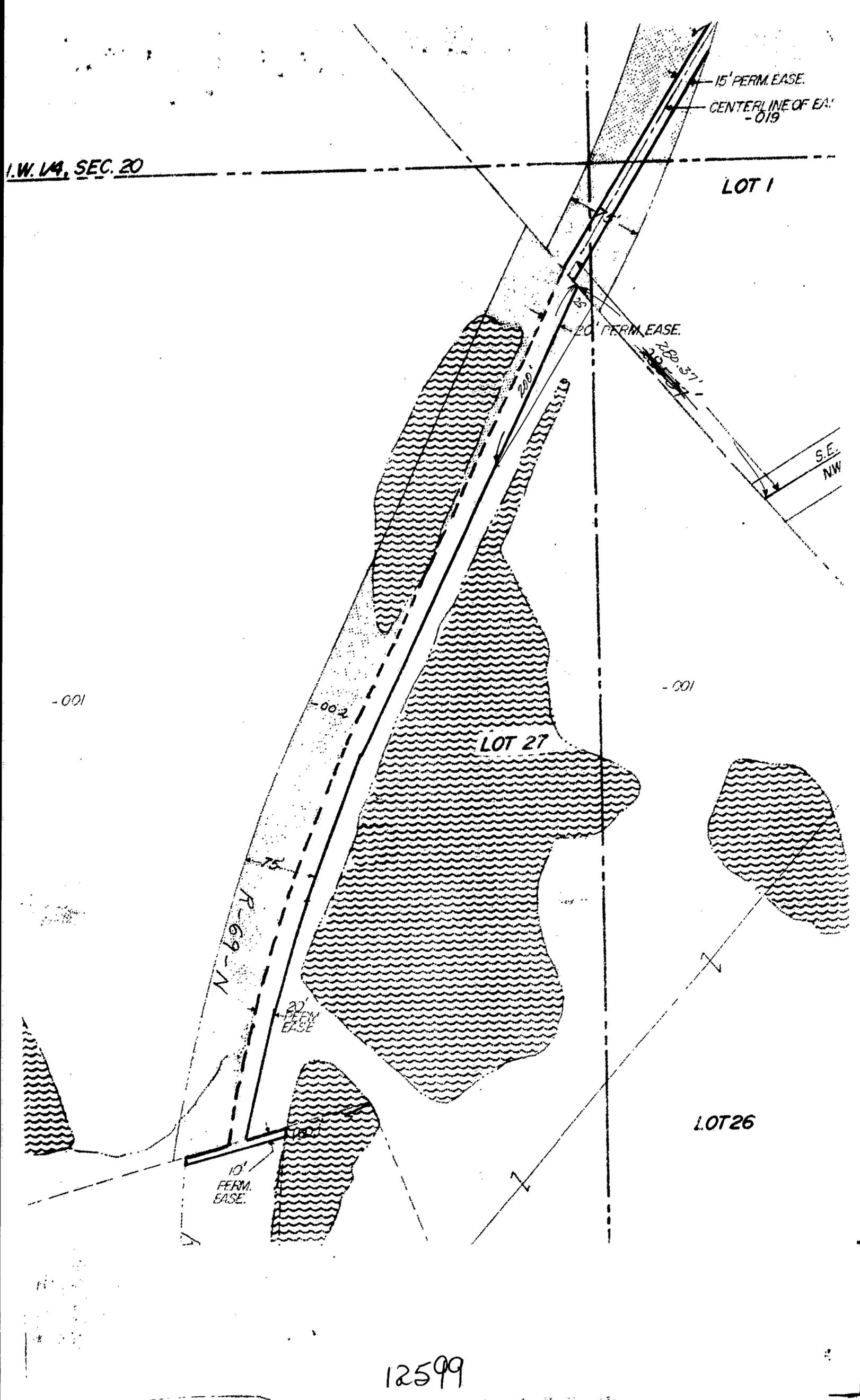
N-69-N

20' PERM. EASE.

10' PERM. EASE.

LOT 26

12599





August 12, 2020

City of Belleville
101 South Illinois Street
Belleville, IL 62220

EASEMENT UPGRADE REQUEST
TRANSMISSION LINE Belleville 65th Street Spur

Tax ID No(s): 08-18.0-217-006
Easement No.: 55.02

Dear Property Owner,

To meet our commitment to provide customers safe and reliable service, Ameren Illinois seeks to define the easement along the Belleville 65th Street Spur overhead electric transmission line. This existing 2.45-mile corridor passes through St. Clair County in Illinois, including property you own.

The proposed easement would define the right-of-way easement to 100 feet. Ameren Illinois is seeking to define the right-of-way easement so that we can prevent trees and vegetation from compromising existing transmission lines. The easement simply defines the protective space around these lines so that the reliability of the lines can be improved.

You will soon be contacted by a representative to discuss our proposal to purchase the defined right of way easement on property you own in St. Clair County. Ameren Illinois will offer property owners current market value for the area impacted by the easement expansion. If an agreement cannot be reached with a property owner, the existing right-of-way will remain as-is.

Ameren Illinois has hired Volkert, Inc., to represent us in negotiating with local land owners. A Volkert representative will contact you in the near future to arrange a convenient time to discuss our proposal in detail. If you would like to contact us sooner to schedule an appointment, Teresa McClure can be reached by phone at 618.345.8918 or via email at ameren.info@volkert.com.

We look forward to working with you. Thank you for your time.

Sincerely,

Tara B. Green
Senior Real Estate Agent



bing



Belleville 65th Street Spur

08-18.0-217-006

- Structures
- Substations
- Transmission Line
- Parcels
- IL Counties
- PLSS

This area to be used for recording information only.

Agreement ID: _____

Project ID: _____

Line Name: Belleville 65th Street Spur

TRANSMISSION EASEMENT

(Illinois)

For and in consideration of the sum of Ten and No/100ths Dollars (\$10.00), the receipt and sufficiency of which is hereby acknowledged, and other good and valuable consideration which Grantee promises to pay within ninety (90) days from (i) the Effective Date or (ii) the release of, or subordination to, this Easement by the holders of any liens or encumbrances of record, whichever date is later, City of Belleville, its successors and assigns, hereinafter referred to as Grantor, whether one or more and whether an individual, individuals, or a corporation does hereby grant, bargain, sell, warrant, convey, and confirm unto AMEREN ILLINOIS COMPANY D/B/A AMEREN ILLINOIS, its successors and assigns, hereinafter referred to as Grantee, a perpetual Easement, with the right, privilege, and authority of Grantee, its agents, contractors, and subcontractors, to survey, stake, construct, reconstruct, erect, place, keep, operate, maintain, repair, inspect, patrol, renew, add to the number of and relocate at will, at any time, and from time to time, a line or lines consisting of towers, poles, conduits, and appurtenances, crossarms, wires, cables, transformers, anchors, guy wires, foundations, footings, and any other necessary fixtures, equipment, and appurtenances for the purpose of transmitting electric energy or other power, and for telecommunications, in, on, upon, along, over, through, across, and under the following-described lands situated in St. Clair County, Illinois.

08-18.0-217-006

The location or footprint of said Easement being more particularly and legally described and depicted on Exhibit "A" attached hereto and made a part hereof (the "Easement Area").

Together with the perpetual right, permission, privilege, and authority in Grantee, its agents, contractors, and subcontractors to: Trim, cut, clear, or remove, at any time and by any means, within or on either side of the Easement Area or the premises of the Grantor adjoining the same, any trees, brush, and obstructions which, in the judgment of Grantee, may endanger the safety of or interfere with Grantee's exercise of the rights herein conveyed; to use reasonable working space adjacent to said Easement Area during construction, reconstruction, operation, maintenance, repair, renewal, or removal of Grantee's facilities; to remove, at Grantee's option at any time, any or all of Grantee's facilities erected in, on, upon, over, and under the herein described Easement Area; and the right of ingress and egress to, from, and over the herein described Easement Area and any of the adjoining lands of the Grantor at any and all times for doing anything necessary or convenient in the exercise of the rights herein conveyed or to access Easements on adjoining parcels.

The Grantor agrees that it will not erect any building or structure or create or permit any hazard or obstruction of any kind or character which, in the judgment of Grantee, will interfere with Grantee's exercise of the rights herein conveyed.

The Grantor warrants and covenants unto Grantee that, subject to liens and encumbrances of record at the date of this Easement, it is the owner of the above-described land and has the full right and authority to grant this Easement, and that Grantee may quietly enjoy the premises for the uses set forth above.

The Grantee shall be responsible for actual damages occurring to the Easement Area or other premises of the Grantor as a result of Grantee's exercise of the rights herein conveyed (except the trimming, cutting, clearance, or removal of trees, brush, and other obstructions) and shall, in Grantee's sole discretion, either repair and restore or reimburse the owner thereof for such loss or damages.

This Easement shall be governed by the laws of the State of Illinois.

TO HAVE AND TO HOLD the Easement aforesaid, with all and singular the rights, privileges, appurtenances, and immunities thereto belonging or in anywise appertaining unto said Grantee, its successors, assigns, agents, contractors, and subcontractors, forever.

This Easement conveyance shall run with the land and shall be binding upon the parties hereto, their heirs, successors, executors, administrators, and assigns.

The Grantor hereby releases and waives all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

IN WITNESS WHEREOF, the said Grantor has hereunto caused this Easement to be signed this [redacted] day of

[redacted], 20 [redacted].

By: _____
Signature

Name: City of Belleville

Title: _____

ALL PURPOSE ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } ss

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for said State, personally appeared (print or type names):

to me known to be the person described in and who executed the foregoing instrument and acknowledged that he/she/they executed the same as his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

Capacity Claimed By Signator(s)			
<input type="checkbox"/> Individual(s)	<input type="checkbox"/> Corporate	<input type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Partner(s)
<input type="checkbox"/> Trustee(s)	<input type="checkbox"/> Title(s) of Officer(s):	<input type="checkbox"/> Member(s)/Manager(s):	<input type="checkbox"/> Limited Partnership
<input type="checkbox"/> Executor(s)	_____	_____	<input type="checkbox"/> General Partnership
<input type="checkbox"/> Administrator(s)	_____	_____	<input type="checkbox"/> Other (Specify Below):
<input type="checkbox"/> Attorney-In-Fact	_____	_____	_____
<input type="checkbox"/> Conservator(s)	_____	_____	_____
<input type="checkbox"/> Guardian(s)	_____	_____	_____

My Commission Expires

Notary Public

Prepared by: Volkert, Inc. - Morgan Hobbs
1500 Eastport Plaza Dr., Suite 200
Collinsville, IL 62234

Return to: Volkert, Inc. - Teresa McClure
1500 Eastport Plaza Dr., Suite 200
Collinsville, IL 62234

"EXHIBIT A"

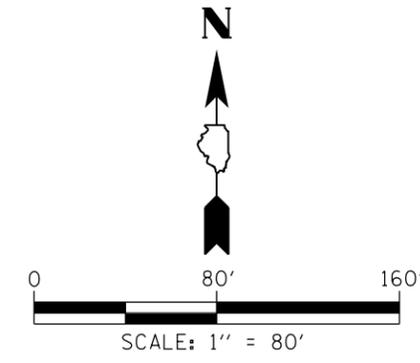
SEC NE 1/4
18, T1N, R8W
3RD PM

BERNARD C. YOCH ASSESSMENT PLAT

(PB 47, PG 95)
Recorded March 5, 1952

LEGEND

	PARCEL LINE
	RIGHT OF WAY LINE
	SECTION LINE
	TRANSMISSION LINE
	OCCUPIED EASEMENT LINE
	TRANSMISSION LINE STRUCTURE
	IRON PIPE FOUND
	STONE FOUND
	FENCE POST
	POINT OF BEGINNING
	RECORD DIMENSION
	CHORD BEARING
	CHORD DISTANCE
	SAME OWNERSHIP
	OCCUPIED EASEMENT AREA PER BK 1034 PG 583
	EXISTING EASEMENT AREA PER BK 2537 PG 1597

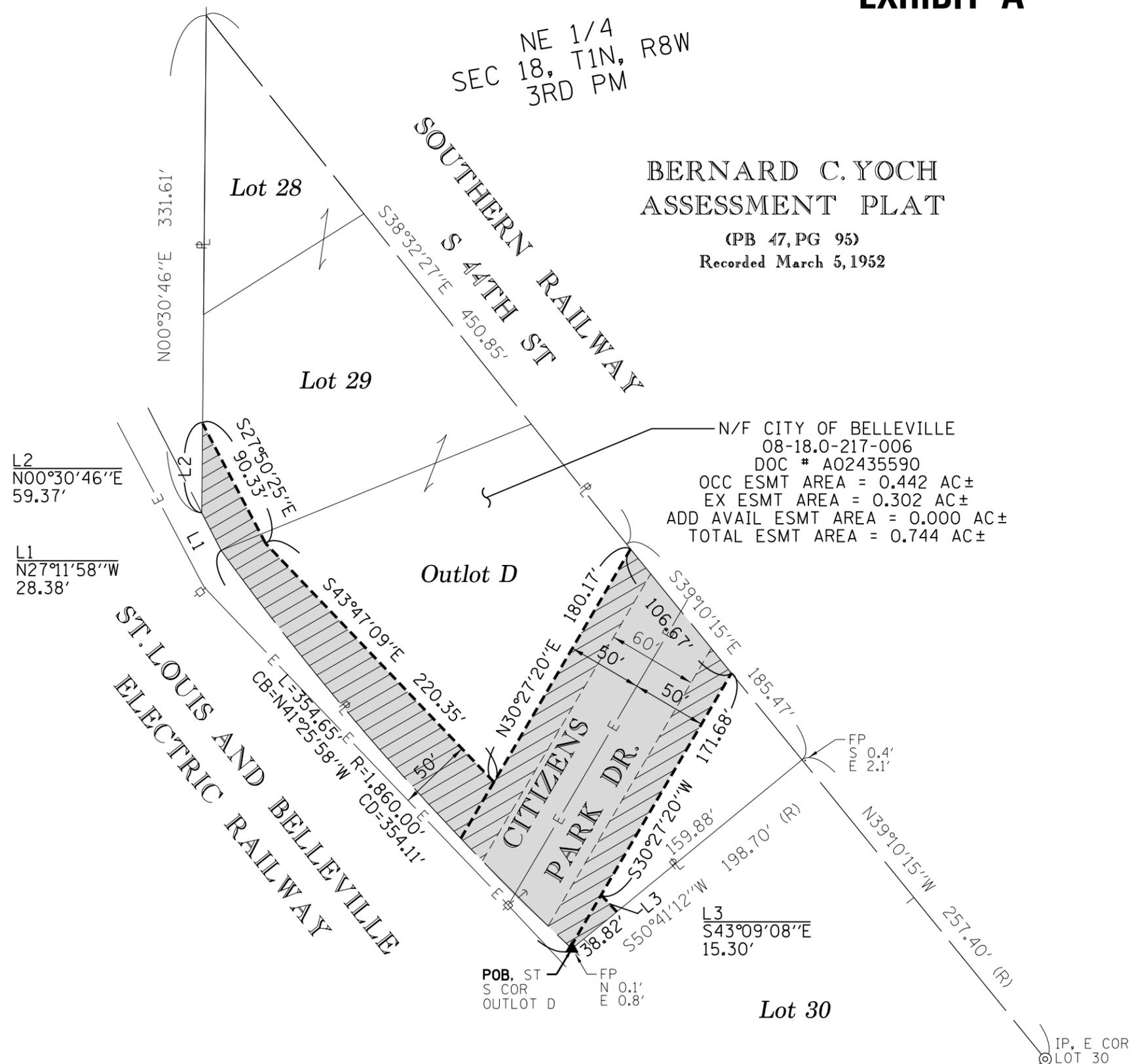


EASEMENT LEGAL DESCRIPTION:

A PART OF LOT 29 AND OUTLOT D IN BERNARD C. YOCH ASSESSMENT PLAT, AS RECORDED IN THE BOOK OF PLATS 47 ON PAGE 95 IN THE ST. CLAIR COUNTY RECORDER'S OFFICE, BEING PART OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 1 NORTH, RANGE 8 WEST OF THE THIRD PRINCIPAL MERIDIAN, ST. CLAIR COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

BEGINNING AT A STONE MARKING THE SOUTH CORNER OF SAID OUTLOT D; THENCE NORTHWESTERLY 354.65 FEET ALONG NORTH RIGHT-OF-WAY LINE OF A 100 FOOT WIDE ST. LOUIS AND BELLEVILLE ELECTRIC RAILWAY, BEING A CURVE TO THE RIGHT, HAVING A RADIUS OF 1860.00 FEET, THE CHORD OF THE SAID CURVES BEARS NORTH 41 DEGREES 25 MINUTES 58 SECONDS WEST, 354.11 FEET; THENCE NORTH 27 DEGREES 11 MINUTES 58 SECONDS WEST ALONG THE SAID RIGHT-OF-WAY LINE, 28.38 FEET; THENCE NORTH 00 DEGREES 30 MINUTES 46 SECONDS EAST ALONG THE WEST LINE OF SAID LOT 29, 59.37 FEET; THENCE SOUTH 27 DEGREES 50 MINUTES 25 SECONDS EAST, 90.33 FEET; THENCE SOUTH 43 DEGREES 47 MINUTES 09 SECONDS EAST, 220.35 FEET, THENCE NORTH 30 DEGREES 27 MINUTES 20 SECONDS EAST, 180.17 FEET TO THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE SOUTHERN RAILWAY; THENCE SOUTH 39 DEGREES 10 MINUTES 15 SECONDS EAST ALONG THE SAID RIGHT-OF-WAY LINE, 106.67 FEET; THENCE SOUTH 30 DEGREES 27 MINUTES 20 SECONDS WEST, 171.68 FEET; THENCE SOUTH 43 DEGREES 09 MINUTES 08 SECONDS EAST, 15.30 FEET TO THE SOUTHEASTERLY LINE OF SAID OUTLOT D, THENCE SOUTH 50 DEGREES 41 MINUTES 12 SECONDS WEST ALONG THE SAID SOUTHEASTERLY LINE, 38.82 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 0.744 ACRES, MORE OR LESS OF WHICH 0.744 ACRES, MORE OR LESS HAS BEEN PREVIOUSLY OCCUPIED FOR EASEMENT PURPOSES.



WE, VOLKERT, INC., HEREBY CERTIFY THAT THIS EXHIBIT IS AN ACCURATE REPRESENTATION OF A SURVEY MADE UNDER MY DIRECT SUPERVISION FOR THE EXCLUSIVE BENEFIT OF AMEREN ILLINOIS.

Grady A. White II 08/06/2020
GRADY A. WHITE II
ILLINOIS PROFESSIONAL LAND SURVEYOR
#035.002808
LICENSE EXPIRES 11/30/2020

AMEREN ILLINOIS BELLEVILLE 65TH STREET SPUR (LINE 1586B) TAX ID NO. 08-18.0-217-006 ST. CLAIR COUNTY, ILLINOIS	
VOLKERT	1500 EASTPORT PLAZA DRIVE SUITE 200 COLLINSVILLE, IL 62234 618.345.8918 IL DESIGN FIRM # 184.004027

IT IS NOT WARRANTED THAT THIS EXHIBIT CONTAINS COMPLETE INFORMATION REGARDING EASEMENTS, RESERVATIONS, RESTRICTIONS, RIGHTS OF WAY, BUILDING LINES, ENCROACHMENTS, OR OTHER ENCUMBRANCES. FOR COMPLETE INFORMATION, A TITLE OPINION OR COMMITMENT FOR TITLE INSURANCE SHOULD BE OBTAINED.

THIS EXHIBIT DOES NOT MEET THE ILLINOIS MINIMUM STANDARDS FOR BOUNDARY SURVEYS WITH RESPECT TO THE REMAINDER OF THE PARENT PARCEL. THE DIMENSIONS THAT ARE SHOWN FOR THE REMAINDER OF THE PARENT PARCEL ARE TO BE USED FOR INFORMATIONAL PURPOSES ONLY.

- NOTES:
- BEARINGS SHOWN HEREON ARE BASED ON THE ILLINOIS STATE PLANE COORDINATE SYSTEM, NAD 83-WEST (GPS OBSERVATION).
 - FIELD WORK COMPLETED DECEMBER OF 2019.



Owner City of Belleville
County St. Clair
Parcel No. 08-18.0-217-006

We order and direct the payment from Ameren Illinois for an Easement consisting of 0.442 acres located in St. Clair County, Illinois, as right of way for Ameren, for the total sum of Eleven Thousand Fifty and No Dollars (\$11,050.00) to be distributed as follows:

Table with 3 columns: Party and Interest, S.S.N. or E.I.N., Amount. Row 1: City of Belleville, \$11,050.00

Signature, Print Name, Signature, Print Name (multiple rows)

Date:

Possession and transfer of easement to Ameren Illinois occurs when Grantee delivers a payment to Grantor, in person or by mail, in the amount of the above stated consideration, unless provided herein. This Receipt, Closing Statement, Designation of Funds and conveyance documents are the entire and exclusive agreement between the parties and supersede any written or oral understanding, promise or agreement, directly or indirectly related to the purchase of the easement. The parties agree that any changes to this Receipt may only be made in writing and signed by the parties.

Receipt and Designation of the Funds, executed by these Grantors, is acknowledged.

Date Negotiator for Ameren Illinois Company

If you have any questions or need additional information, please feel free to call Volkert, Inc. at 618.345.8918

Table with 2 columns: Description, Amount. Rows: Easement Amount, Damages Amount, Total, Detailed Damages Description



Owner City of Belleville

County St. Clair

Parcel No. 08-18.0-217-006

Structure Num. 30 - 31

Address _____

Phone _____

Email _____

Please check all that apply

- Animals On Property _____ Locked Gate
- Endangered Species Present _____
- Fence Sprinkler System
- Septic System within the easement area
- Drain Tile _____
- Outbuilding NEAR or ON easement right of way. Type: _____
- Call number listed for accessing property: _____
- During hunting season please contact for safety. Hunting time frame: _____
- Specific clearing request: _____

*If no specific request is indicated, all vegetation within the easement area will be cut.

ROW Access request (Preferred route): _____

Other - please describe below

Signature

Signature

Print

Print

Date: _____

Special Conditions, executed by these Grantors, is acknowledged.

Date

Negotiator for Ameren Illinois Company

If you have any questions or need additional information, please feel free to call Volkert, Inc. at 618.345.8918

Trees on Property _____

Ameren Approval _____

Easement No. 55.02

Line Name-Number: Belleville 65th Street Spur - 1586B

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	Exempt payee code (if any) _____
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.	Exemption from FATCA reporting code (if any) _____
	<input type="checkbox"/> Other (see instructions) ▶ _____ 5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number											
				-			-				
or											
Employer identification number											
				-							

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

123 W. Pearl Street
PO Box 190
Jerseyville, Illinois 62052
618.498.3503



allison.lorton@wittmanlortonlaw.com
marci.collins@preferredtitle.org
melanie.strebel@preferredtitle.org
bev.mourning@preferredtitle.org
www.preferredtitleandescrow.org

PPN:08-18.0-217-006

Binder # 0300PT

INFORMATIONAL TITLE REPORT

Original Print Date: November 12, 2019

- A. Effective Date: **October 9, 2019**
- B. The estate or interest in the land described or referred to in this Information Title Report is **Fee Simple**.
- C. According to the St. Clair County Records, title to the estate or interest in the subject land is at the Effective Date vested in: **City of Belleville**.

Copy of Vesting Deed is attached.

- D. The subject land is described as follows:

SEE ATTACHED EXHIBIT "A"

Prior Deed Reference: Document No. A02435590

Common Address: 105 S. 44th Street, Belleville, IL 62226
111 S. 44th Street, Belleville, IL 62226

EXHIBIT "A"

Lots 28, 29 and Outlot "D" of "Bernard C. Yoch Assessment Plat being part of Lot 13, part of Lot 14 and part of the Second Subdivision of part Lot 13 Section 18, Township 1 North, Range 8 West of the Third Principal Meridian, and part of Lot 1 of Schmisser's Subdivision of Lots 4, 9, and 8 Section 17, Township 1 North, Range 8 West of the Third Principal Meridian, Belleville, St. Clair County, Illinois"; reference being had to the plat thereof recorded in the Recorder's Office of St. Clair County, Illinois, in Book of Plats "47" on Page 95.

Except the coal, oil, gas and other minerals underlying the surface of said land and all rights and easements in favor of the estate of said coal, oil, gas, and other minerals.

INFORMATIONAL TITLE REPORT

(ITEMS OF RECORD)

The following items are disclosed by the public records of the County of St. Clair County, Illinois, and are being shown for informational purposes only:

A. All assessments and taxes for the year 2018 and 2019 and all subsequent years for 08-18.0-217-006.

First installment of 2018 taxes in the amount of \$0.00 is PAID.

Second installment of the 2018 taxes in the amount of \$0.00 is PAID.

Taxes for all prior years have been paid. Taxes for 2019 and thereafter are not yet due and payable.

Address and Parcel I.D. No. are subject to change by County authorities. Tax assessment reduced by the Homestead Exemption in the amount of \$0.00, Senior Citizens' Homestead Exemption in the amount of \$0.00, and the Senior Citizens' Assessment Freeze Homestead Exemption in the amount of \$0.00.

Aerial Map is Attached

Tax Sheet is Attached

B. Rights of the public or quasi-public utility companies in and to any portion of the land used for utility purposes.

C. Rights of the public, the State of Illinois and the municipality in and to that part of the land, if any, taken or used for road purposes.

D. NOTE: This report pursuant hereto should not be construed to insure any interest in any manufactured housing unit located on the premises. No search has been made of records relating to liens which affect personal property to determine if liens affect any such manufactured housing unit.

E. ATTENTION: NO SEARCH HAS BEEN MADE FOR ANY DOCUMENTS IN THE CHAIN OF TITLE WHICH HAVE BEEN RECORDED 30 YEARS PRIOR TO THE EFFECTIVE DATE OF THIS REPORT AND THEREFORE NO REFERENCE HAS BEEN MADE TO ANY DOCUMENTS RECORDED PRIOR TO THIS 30 YEAR SEARCH START DATE.

Liability under this report is limited to the fee paid herefor.

THIS IS NOT A TITLE INSURANCE POLICY, GUARANTEE OR OPINION OF TITLE AND SHOULD NOT BE RELIED UPON AS SUCH. NO LIABILITY IS ASSUMED HEREBY WITH REGARD TO SAID CONDITION OF TITLE.

Very truly yours,

PREFERRED TITLE & ESCROW, INC.

By

A handwritten signature in blue ink, appearing to be "J. Paul", written in a cursive style.

Old Title & Escrow
File# 14-2375

PREPARED BY:
Thomas A. LeChien
120 West Main, Suite 110
Belleville, IL 62220

MAIL TAX BILL TO:
City of Belleville
101 South Illinois Street
Belleville, IL 62220

MAIL RECORDED DEED TO:
Old Title & Escrow Service, Inc.
120 West Main, Suite 110
Belleville, IL 62220



* A 0 2 4 3 5 5 9 0 3 *

A02435590

MICHAEL T. COSTELLO
RECORDER OF DEEDS
ST. CLAIR COUNTY
BELLEVILLE, IL

12/04/2014 10:15:39AM

TOTAL FEE: \$29.25

PAGES: 3

WARRANTY DEED

Statutory (Illinois)

THE GRANTOR(S), Peter Bily, Irene Biver, and Gloria Schmidt, of the City of Collinsville, State of Illinois, for and in consideration of Ten Dollars (\$10.00) and other good and valuable considerations, in hand paid, CONVEY(S) AND WARRANT(S) to City of Belleville, of 101 South Illinois Street, Belleville, Illinois 62220, all right, title, and interest in the following described real estate situated in the County of ST. CLAIR, State of Illinois, to wit:

S
B
P
B

Lots 28, 29 and Outlot "D" of "BERNARD C. YOCH ASSESSMENT PLAT BEING PT. OF LOT 13, PT OF LOT 14 AND PT. OF THE 2ND SUB OF PT LOT 13 SECTION 18 T. 1 N R. 8 W. OF THE 3RD P.M. AND PT OF LOT 1 OF SCHMISSEUR'S SUBD. OF LOTS 4, 9, AND 8 SECTION 17 T.1 N. R. 8 W. OF THE 3RD P.M., BELLEVILLE, ST. CLAIR COUNTY, ILLINOIS"; reference being had to the plat thereof recorded in the Recorder's Office of St. Clair County, Illinois, in Book of Plats "47" on page 95.

EXCEPT the coal, oil, gas, and other minerals underlying the surface of said land and all rights and easements in favor of the estate of said coal, oil, gas, and other minerals.

Permanent Index Number(s): 08-18.0-217-006 ^{PL}
Property Address: 105 S. 44th Street, Belleville, IL 62226

Hereby releasing and waiving all rights under and by virtue of the Homestead Exemptions Laws of the State of Illinois.

Subject, however, to the general taxes for the year of 2014 and thereafter, and all covenants, restrictions, and conditions of record, applicable zoning laws, ordinances, and other governmental regulations.

Easement in favor of Illinois Power Company dated November 29, 1956 and recorded December 21, 1956 in Book 1474 on page 116.

Easement in favor of Illinois Power Company dated March 19, 1969 and recorded October 3, 1969 in Book 2196 on page 475.

Easement in favor of Illinois Power Company dated March 19, 1969 and recorded October 3, 1969 in Book 2196 on page 508.

Easement in favor of Illinois Power Company dated December 9, 1982 and recorded February 4, 1983 in Book 2537 on page 1597.

Deed for right of way for public road purposes to the People of the State of Illinois, for public road purposes, as a cart road, dated February 23, 1952 and recorded February 28, 1952 in Book 1253 on page 370.

20 foot strip of land between the tract described herein and the Souther R.R. running along said Railroad in a Northwesterly direction to the extended road in Yoch's Second Subdivision for a driveway, as contained in Warranty Deeds recorded in Book 554 on page 174, Book 490 on page 497 and in Deed recorded in book 1502 on page 15

Rights or claims of parties in possession not shown by the Public Records.

Any encroachment, encumbrance, violation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encumbrances onto the Land of existing improvements located on adjoining land.

Easements, or claims of easements, not shown by the Public Records.

Resolution of the Board of Supervisors of St. Clair County recorded in Book 2017 at page 13 pertaining to the establishment of building lines on premises fronting on highways.

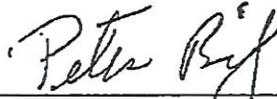
Rights of the public, the municipality and State of Illinois in and to that portion of the land taken or used for roadway purposes.

Rights of the public or quasi-public utility companies in and to any portion of the land used for utility purposes.

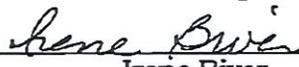
Rights of way for drainage ditches, feeders, tiles and laterals.

Building lines, easements and restrictions, of record.

Dated this 3rd day of December, 2014



Peter Bily



Irene Biver

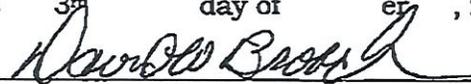


Gloria Schmidt

STATE OF Illinois)
) SS.
COUNTY OF St. Clair)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Peter Bily, Irene Biver, Gloria Schmidt, personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she/they signed, sealed and delivered the said instrument, as his/her/their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and notarial seal, this 3rd day of Decemb^r, 2014


Notary Public



My commission expires: _____

Exempt under the provisions of paragraph b

Parcel Information Report
ST. CLAIR County
08-18.0-217-006

Parcel No	Township	Tax Code	Property Class	Land Use	1977 Base Value	Senior Freeze Year
08-18.0-217-006	BELLEVILLE	02099	0090	0090	2,823	1996

Alternate Parcel No	Homesite Acres	Farm Acres	Gross Acres	TIF Base	EZone Parcel	Senior Freeze Value
	1.8200	0.0000	1.8200	11,730	NO	15,212

Parcel Status	Activation Year	Lot Dimension	Level Activated
Active			

Owner Name and Address	Total Value	0
CITY OF BELLEVILLE	HIE Exemption -	0
101 SOUTH ILLINOIS ST	State Multiplier x	.0000
BELLEVILLE, IL 62220	State Equalized =	0

Alternate Name and Address	Senior Freeze -	0
	Owner Occupied -	0
	Senior Exemption -	0
	Drainage Exmpt -	0
	Veteran Freeze -	0
	Historic Freeze -	0
	Vet / Disability -	0
	Net Taxable Value =	0
	Tax Rate x	.0000
	EZ Abatement -	0.00
	Drainage +	0.00
	Total Tax Due =	\$.00

Parcel Sales	Document Number	Date of Sale	Gross Selling Price	Net Selling Price	Valid Sale
	02435590	12/03/2014	\$42,000.00	\$42,000.00	N

Site Address
 105 S 44TH ST
 BELLEVILLE, IL 62226-0000
 111 S 44TH ST
 BELLEVILLE, IL 62226

Legal Description
 YOCH, BERNARD C, A.P.
 LOT/SEC-28 LOTS 28 29 & OUTLOT D A02435590

	<u>1st Installment</u>	<u>2nd Installment</u>	<u>Totals</u>
<i>Tax Billed</i>	\$0.00	\$0.00	\$0.00
<i>Penalty Billed</i>	\$0.00	\$0.00	\$0.00
<i>Cost Billed</i>	\$0.00	\$0.00	\$0.00
<i>Drainage Billed</i>	\$0.00	\$0.00	\$0.00
Total Billed	\$0.00	\$0.00	\$0.00
<i>Amount Paid</i>	\$0.00	\$0.00	\$0.00
Total Unpaid	\$0.00	\$0.00	\$0.00
<i>Date Paid</i>			
<i>Batch Number</i>			
<i>Receipt No.</i>			
<i>Cashier Code</i>			
<i>TPA</i>			
<i>Paid by</i>			
<i>Status</i>			

DISTRIBUTION

ST CLAIR CO OTHER	SWIC DIST #522	
BELLEVILLE DIST #118	BELLEVILLE HS #201	
CITY OF BELLVLE LIB	BELLEVILLE TIF #3	\$0.00
BELLEVILLE TWP	CITY OF BELLEVILLE	

St Clair County Parcel Map



1/5/2019, 10:34:34 AM

1:2,257

0 0.01 0.02 0.03 0.04 0.06 mi

0 0.02 0.04 0.09 km

Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS community

Major Highways
 — Scott Flight Line
 — Railroads
 — Municipalities
 — MidAmerica Flight Line

BELLEVILLE
 BROOKLYN
 CAHOKIA
 ALORTON

20
 30

St Clair County
 Esri, HERE, NI

ILLINOIS POWER COMPANY
EASEMENT

St. Clair Co. 2437

The Grantors Ben C. Yoch and Ida Yoch, his wife

of St. Clair County, Illinois, for One Dollar (\$1.00) and other good and valuable consideration, receipt whereof is hereby acknowledged, do hereby grant unto ILLINOIS POWER COMPANY, an Illinois Corporation, its successors and assigns, the right and easement to enter upon the land of the Grantors described as follows: That part of lot number thirteen (13) in the East one half (E.) of the Northeast quarter (NE $\frac{1}{4}$) of Section 18, township 1 North, Range 8 West of the Third Principal Meridian, lying south of the right of way of the Southern Railroad and North of the right of way of the St. Louis and Belleville Electric Railway.

situated in Sec. _____ Twp. _____ North, Range _____ of the _____ Principal Meridian, in St. Clair County, Illinois, and to construct, operate, repair, maintain, patrol, remove, relocate, and reconstruct thereon an electric transmission or distribution line or system, including the right to cut and trim trees and shrubbery and remove other obstacles to the extent necessary to keep them clear of said electric line.

Poles, posts and anchors shall be set upon or near public highways adjoining said land where practicable.

The Grantors do hereby covenant that they own the above described lands, and that the same are free of incumbrances and liens of whatsoever character except

DATED this 11th day of September 1946

_____(SEAL) Ben C. Yoch (SEAL)
_____(SEAL) Ida Yoch (SEAL)
_____(SEAL) _____ (SEAL)
_____(SEAL) _____ (SEAL)

STATE OF ILLINOIS }
COUNTY OF St. Clair } SS

I, Claude E. Childknecht, a Notary Public in and for the said County in the State aforesaid, do hereby certify that Ben C. Yoch and Ida Yoch, his wife

personally known to me to be the same person whose names are _____ subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that the Y signed, sealed and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 11 day of September, A.D., 1946.

Claude E. Childknecht
Notary Public

My commission expires April 24, 1948.

in and for Madison County, Illinois
acting in St. Clair County, Illinois.

15 11/15 4

BASIMENT

Ben A. Gorchup

ILLINOIS POWER COMPANY
Dec. 18 1918
From

STATE OF ILLINOIS
ST. CLAIR COUNTY

INDEXED

FILED FOR RECORD

This instrument was
at 1830 21st St. and recorded
in Book 1034 Page 583

Recorded in
Walter A. Cummings

County of St. Clair RECORDER
State of Illinois

On _____ day of _____, 19____, in Book _____, Page _____

W. A. Cummings

RECORDED

W. A. Cummings
St. Clair County
Illinois

EASEMENT

St. Clair (14086)

The undersigned Grantor(s), for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, do (does) hereby grant, bargain, sell, convey and warrant unto the ILLINOIS POWER COMPANY, an Illinois corporation, Grantee, its successors and assigns, the perpetual right and easement to erect, reconstruct, operate, patrol, maintain, repair, renew and remove electric transmission and distribution lines, poles, anchors, stubs, braces, guys, cross arms, insulators, conductors, ground wires, cables and counterpoises, and other equipment appurtenant thereto, including signal and telephone lines and equipment, for the transmission and distribution of electric energy through, over and across certain lands owned by Grantor(s) in the County of St. Clair, State of Illinois, and described as follows:

A strip of land Sixty (60) feet in width extending through, over and across, and being a part of Outlot D as shown on "BERNARD C. YOCH ASSESSMENT PLAT BEING PART OF LOT 13, PART OF LOT 14 AND PART OF THE 2ND SUBDIVISION OF PART OF LOT 13 SECTION 18 TOWNSHIP 1 NORTH, RANGE 8 WEST OF THE 3RD PRINCIPAL MERIDIAN AND PART OF LOT 1 OF SCHMISSEUR'S SUBDIVISION OF LOTS 4, 9 and 8, SECTION 17, TOWNSHIP 1 NORTH, RANGE 8 WEST OF THE 3RD PRINCIPAL MERIDIAN, BELLEVILLE, ST. CLAIR COUNTY, ILLINOIS"; reference being had to the plat thereof recorded in the Recorder's Office of St. Clair County, Illinois, in Book of Plats "47" on page 95.

The centerline of said 60-foot strip is described as commencing at a point on the Southwestern line of said Outlot D approximately 50 feet Northwesterly of the Southeasterly (or most Southerly) corner thereof, thence running Northeasterly therefrom to a point on the Northeasterly line of said Outlot D approximately 125 feet Northwesterly of the Northeasterly (or most Easterly) corner thereof.

A strip of land twenty (20) feet in width adjoining the North line of the former right of way of the St. Louis & Belleville Electric Railroad, and more particularly described as the Southwesterly 20 feet of Lots 29 and Outlot D as shown on said Bernard C. Yoch Assessment Plat. The said 20-foot strip is to be utilized for the overhang of electric conductors only.

including the right to clear said easement of obstacles and obstructions. Grantor(s) further grants the right to use for said purposes the adjacent roads, streets and alleys, and to use reasonable working space adjacent to said easement during erection, reconstruction, operation, maintenance, renewal or removal of said electric lines, and the right of ingress to and egress from said easement for the purposes aforesaid over existing roadways or over a route designated by Grantor(s) and the right to trim, spray with a toxic substance, or fell such trees, branches, shrubbery and bushes and to remove such other obstacles as may interfere with the safe, proper and expeditious use of said easement for any of the afore-said purposes under varying conditions of operation without further payment therefor except as hereinafter provided. The center line of the above Easement Strip shall be established by the longitudinal center of said electric lines upon initial erection; and upon any reconstruction, renewal replacement or substitution thereof in whole or in part the locations of poles may be changed, but as nearly as practicable such poles or structures shall be located over and upon said center line.

Grantee shall repair any damage to property of Grantor(s) or pay any damages which may be caused to property of Grantor(s) in the process of exercising any of the rights herein granted; said damages if not mutually agreed upon shall be ascertained by three disinterested persons, one of whom shall be selected by Grantor(s) and one by Grantee, their heirs, successors, assigns or lessees, respectively, and the third by the two so selected. The damages determined by such persons or a majority of them shall be conclusive and binding on the parties hereto and Grantee shall thereupon pay the amount so determined.

Grantor(s) reserves the right to make other uses of the land within said easement provided that such uses shall not interfere with the rights and easements hereinbefore granted to Grantee and shall not create hazardous conditions and Grantor(s) shall not erect permanent structures or plant trees thereon, and hereby releases and waives all rights under and by virtue of the homestead exemption laws of this state.

This instrument is executed and accepted with the express understanding that the Grantee herein is not bound to do or perform any act, or pay any consideration except as herein expressly provided.

WITNESS the hand and seal of the Grantor(s) this 9th day of December, 1982

Nicholas Bily (SEAL) — Theresa E. Bily (SEAL)
Nicholas Bily Theresa E. Bily

POSTED BY [Signature]
CHECKED BY [Signature]

ACCEPTED:
ILLINOIS POWER COMPANY
By [Signature]
Real Estate and Loan Agent
Director-Real Estate

BOOK 2537 PAGE 1598

STATE OF ILLINOIS
COUNTY OF ST. CLAIR

The undersigned, tenant in possession of the premises described in the foregoing instrument, in consideration of the payment to the Grantor(s) therein provided, hereby ~~waives~~ joins in the execution of same and consents to the enjoyment by the Grantee of the rights granted therein.

1983 FEB - 4 AM 10 28
BOOK 2537 PAGE 1597
James J. Elliott
RECORDER

Dated: _____ None
Tenant

STATE OF ILLINOIS
COUNTY OF St. Clair) SS.

J. A. Naps, a Notary Public in and for Macou County in the State aforesaid, do hereby certify that Williamas Bily and Theresa E Bily, husband & wife; personally appeared to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed, and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.
GIVEN under my hand and seal this 9th day of December, A.D., 1982.
My Commission Expires 12/29/82
J. A. Naps
Notary Public

STATE OF _____)
COUNTY OF _____) SS.

I, _____, a Notary Public in and for said County in the State aforesaid, do hereby certify that _____ personally known to me to be the same person whose name _____ subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that _____ signed, sealed, and delivered the said instrument as _____ free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.
Given under my hand and seal this _____ day of _____, A.D., 19____.
My Commission Expires _____
Notary Public

STATE OF _____)
COUNTY OF _____) SS.

I, _____, a Notary Public in and for said County in the State aforesaid, do hereby certify that _____ and _____ personally known to me to be the same persons whose names are, respectively as _____ President and _____ Secretary of _____ Company, a corporation of the State _____ subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they, being thereunto duly authorized, signed, sealed with the corporate seal, and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary act, for the uses and purposes therein set forth.
GIVEN under my hand and notarial seal this _____ day of _____, A.D., 19____.
My Commission Expires _____
Notary Public

TO: ILLINOIS POWER COMPANY
As legal holder and owner of all of the notes or other evidences of indebtedness secured by mortgage or deed of trust, dated the _____ day of _____, 19____, recorded in the recorder's office of _____ County, Illinois, in book _____, page _____, as Document No. _____, the undersigned hereby consent(s) and join(s) in the granting to said company of the within and foregoing right-of-way easement.

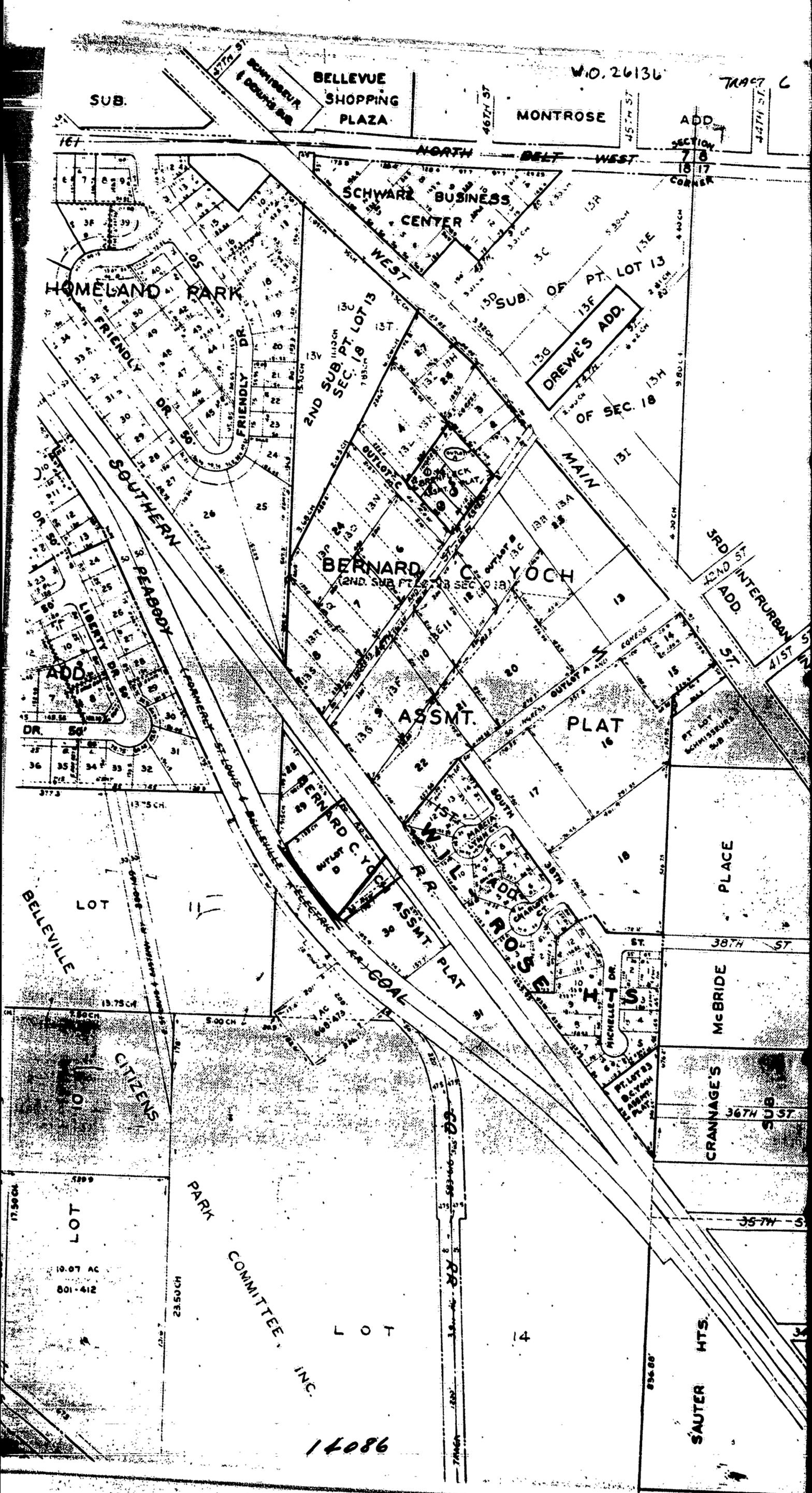
WITNESSED BY: _____ (SEAL)

Dated _____ (SEAL)

INDEXED

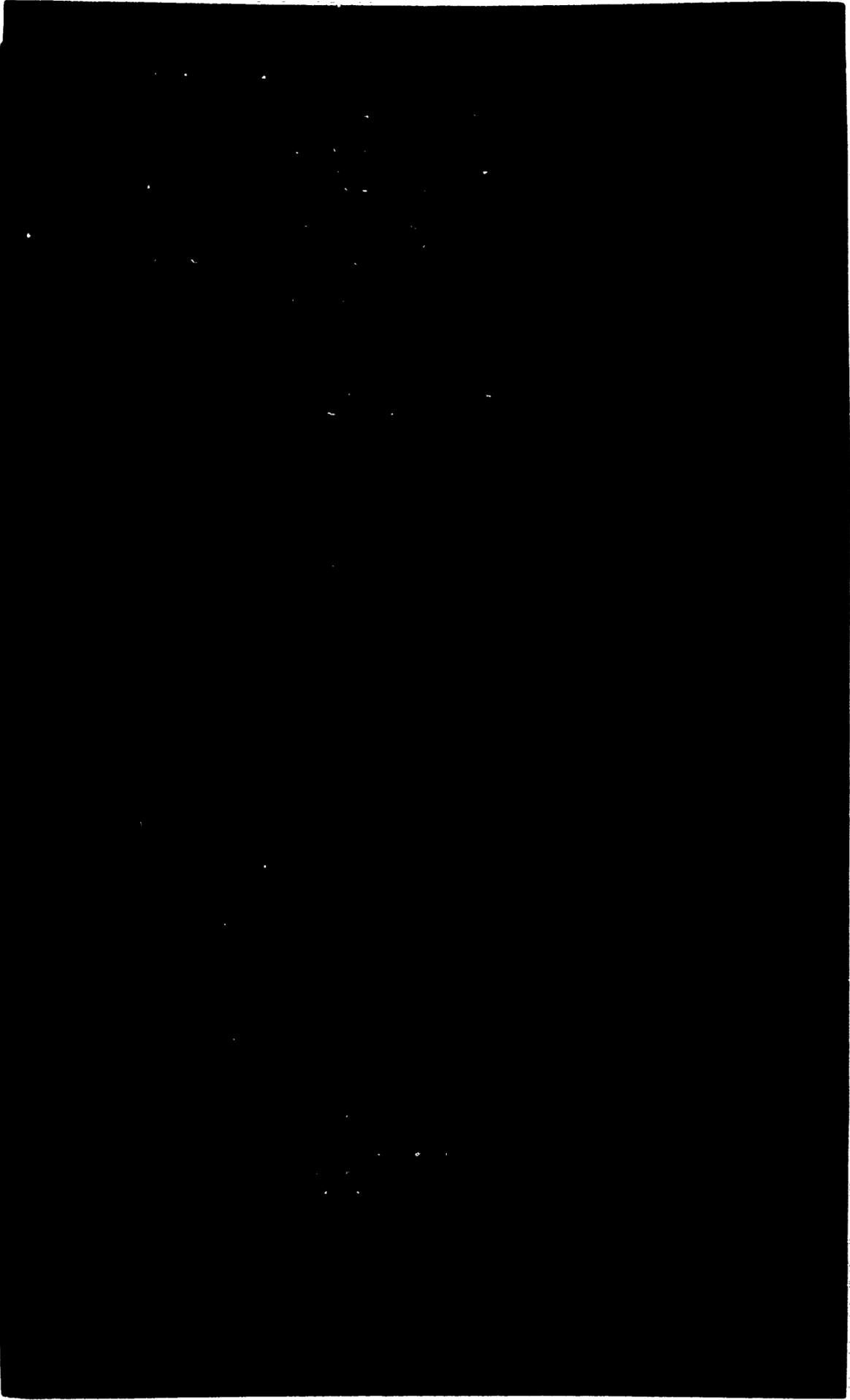
RETURN TO:
ILLINOIS POWER COMPANY
500 SOUTH 27th STREET
DECATUR, ILLINOIS 62525

14086.

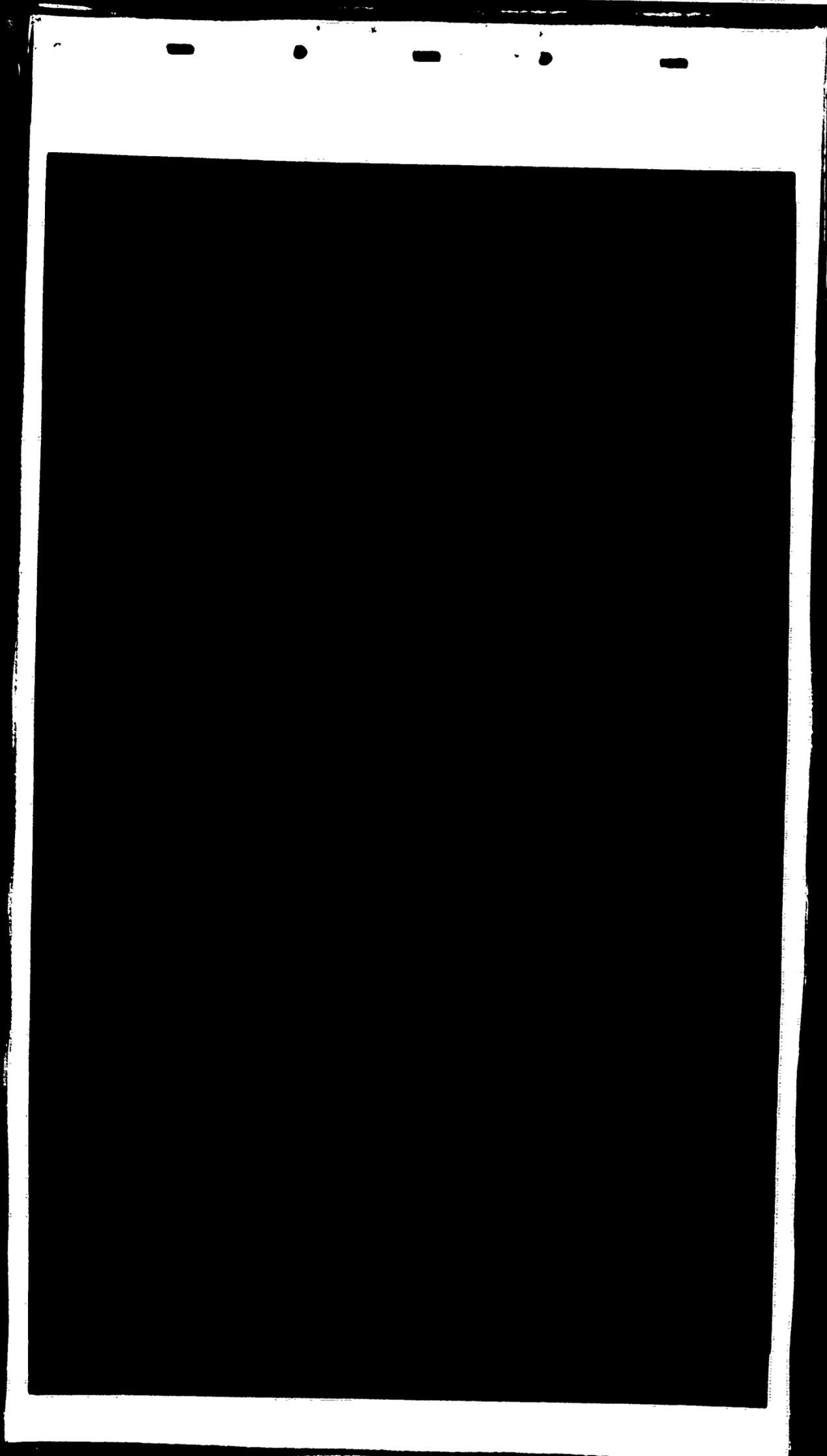


14086

6



1486



W.O. 26136
TRACT 6



CHICAGO TITLE INSURANCE COMPANY

15 EAST WASHINGTON STREET • P. O. BOX 484 • BELLEVILLE, ILLINOIS 62222
AREA CODE 618 233-5900 • 233-8700

TRACT INDEX SEARCH

No. 167853-8

Illinois Power Company
500 South 27th Street
Decatur, Illinois 62525

Attn: K. W. Foley
Real Estate Specialist

A search of our tract indices on

Lots No. 28 and 29 and Outlot D as shown on "BERNARD C. YOCH ASSESSMENT PLAT BEING PT. OF LOT 13 PT OF LOT 14 AND PT. OF THE 2ND SUBD. OF PT. LOT 13 SECTION 18 T. 1 N. R. 8 W. OF THE 3RD P. M. AND PT. LOT 1 OF SCHMISSEUR'S SUBD. OF LOTS 4, 9 AND 8 SECTION 17 T. 1 N. R. 8 W. OF THE 3RD P. M. BELLEVILLE, ST. CLAIR COUNTY, ILLINOIS"; reference being had to the plat thereof recorded in the Recorder's Office of St. Clair County, Illinois, in Book of Plats "47" on page 95.

Except the coal underlying the surface of said land and all rights and easements in favor of the estate of said coal.

Situated in ST. Clair County, Illinois.

lying west of the 3rd Principal Meridian in St. Clair County, Illinois

* Street Address: See Below

discloses that See Below

is/are grantee/s in the last recorded conveyance of said property.

The following items are noted for your information:

DOCUMENT NO.	GRANTOR	GRANTEE	INSTRUMENT	DATE	RECORDED	CONSIDERATION	REMARKS
126399	Cletus L. Biver and Catherine F. Biver, his wife.	Nickolas Bilyj and Theresia Bilyj, his wife, in joint tenancy.	WD	6-1-62	6-5-62		(Lots 28 &
126400	Nichlas Bily a/k/a Nickolas Bilyj and Theresia Bily, his wife	Greater Belleville Savings and Loan Association	Mtg.	6-1-62	6-5-62	\$5,300.00	Same
141964	Ida E. Yoch, widow, et. at.	Nicholas Bily and Theresa E. Bily, his wife, in joint tenancy	WD	6-16-70	6-19-70		(Outlot "D"

* No guarantee is made with respect to the accuracy of the street address with relation to the real estate herein described. No guarantee is made with respect to accuracy of the information noted. For full protection, PURCHASERS AND LENDERS should require a title insurance policy.

Dated Oct. 7, 19 82

CHICAGO TITLE INSURANCE COMPANY

Amel Dean
Authorized Signatory

ABBREVIATIONS

(D) Deed (WD) Warranty Deed (QCD) Quit Claim Deed (Din T) Deed in Trust
 (TRS-D) Trustee's Deed (TD) Trust Deed (M) Mortgage

14086



July 10, 2020

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

EASEMENT EXPANSION REQUEST
TRANSMISSION LINE Belleville 65th Street Spur

Tax ID No(s): 08-18.0-215-026
Easement No.: 59.01

Dear Customer,

To meet our commitment to provide customers safe, reliable, and efficient service, Ameren Illinois is seeking to expand the easement along the Belleville 65th Street Spur overhead electric transmission line. This existing 2.45-mile corridor passes through St. Clair County in Illinois, including property you own. The proposed easement expansion would increase the width of the existing right-of-way to 100 feet.

Ameren Illinois is seeking to expand the right-of-way easement so that we can prevent trees and vegetation from compromising existing transmission lines. The additional easement simply increases the protected space around these lines so that the reliability of the lines can be improved.

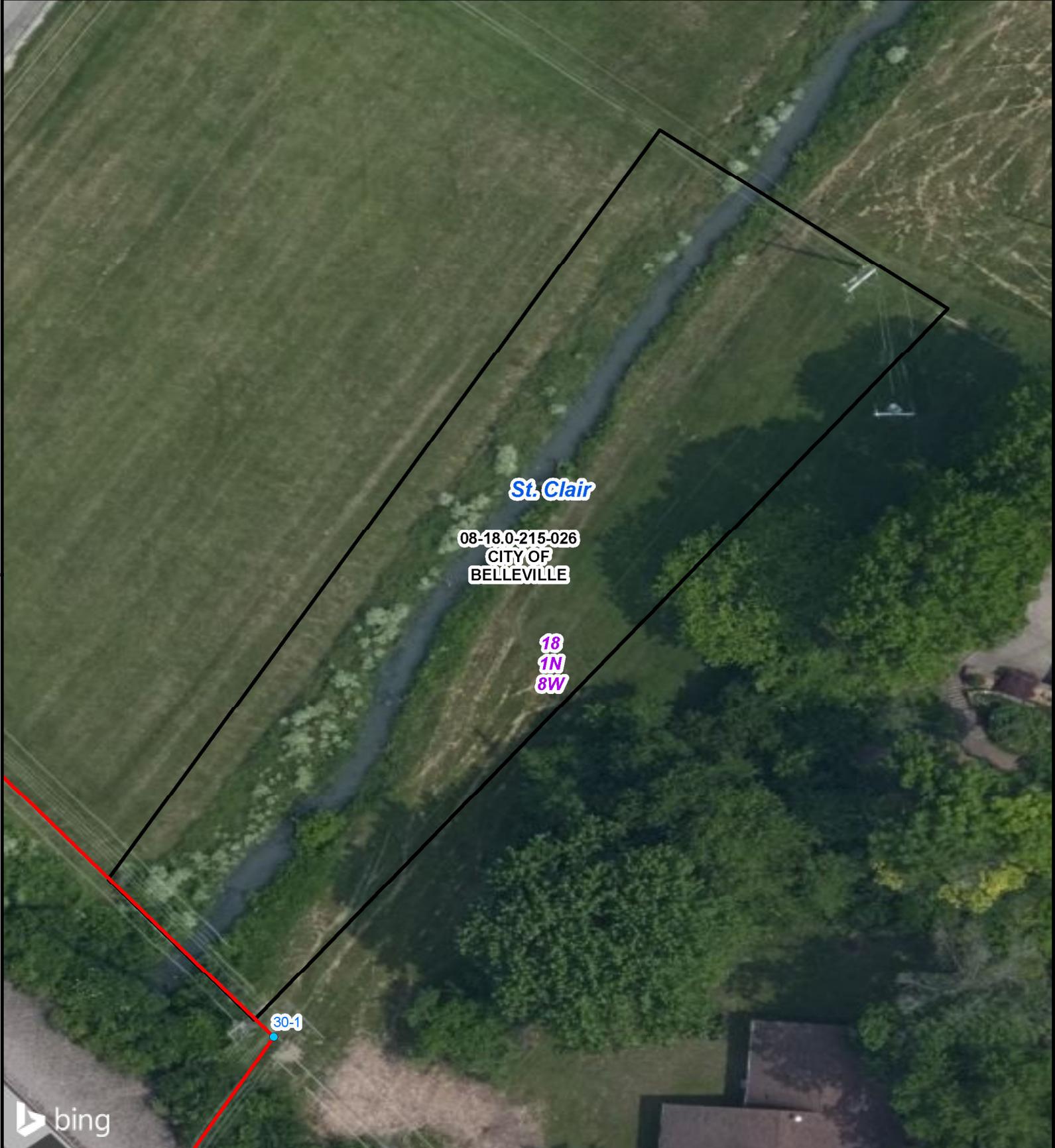
You will soon be contacted by a representative to discuss our proposal to purchase an additional right of way easement on property you own in St. Clair County. Our goal is to reach a fair and reasonable agreement with you to purchase the proposed easement rights. Ameren Illinois will offer property owners current market value for the area impacted by the easement expansion. If an agreement cannot be reached with a property owner, that owner's current easement will remain as-is.

Ameren Illinois has hired Volkert, Inc., to represent us in negotiating with local land owners. A Volkert representative will contact you in the near future to arrange a convenient time to discuss our proposal in detail. If you would like to contact us sooner to schedule an appointment, Teresa McClure can be reached by phone at 618.345.8918 or via email at ameren.info@volkert.com.

We look forward to working with you. Thank you for your time.

Sincerely,

Tara B. Green
Senior Real Estate Agent



St. Clair

08-18.0-215-026
CITY OF
BELLEVILLE

18
1N
8W

30-1



Belleville 65th Street Spur

08-18.0-215-026

- Structures
- Substations
- Transmission Line
- Parcels
- IL Counties
- PLSS

This area to be used for recording information only.

Agreement ID: _____

Project ID: _____

Line Name: Belleville 65th Street Spur

TRANSMISSION EASEMENT

(Illinois)

For and in consideration of the sum of Ten and No/100ths Dollars (\$10.00), the receipt and sufficiency of which is hereby acknowledged, and other good and valuable consideration which Grantee promises to pay within ninety (90) days from (i) the Effective Date or (ii) the release of, or subordination to, this Easement by the holders of any liens or encumbrances of record, whichever date is later, City of Belleville, Illinois, a municipal corporation, its successors and assigns, hereinafter referred to as Grantor, whether one or more and whether an individual, individuals, or a corporation does hereby grant, bargain, sell, warrant, convey, and confirm unto AMEREN ILLINOIS COMPANY D/B/A AMEREN ILLINOIS, its successors and assigns, hereinafter referred to as Grantee, a perpetual Easement, with the right, privilege, and authority of Grantee, its agents, contractors, and subcontractors, to survey, stake, construct, reconstruct, erect, place, keep, operate, maintain, repair, inspect, patrol, renew, add to the number of and relocate at will, at any time, and from time to time, a line or lines consisting of towers, poles, conduits, and appurtenances, crossarms, wires, cables, transformers, anchors, guy wires, foundations, footings, and any other necessary fixtures, equipment, and appurtenances for the purpose of transmitting electric energy or other power, and for telecommunications, in, on, upon, along, over, through, across, and under the following-described lands situated in St. Clair County, Illinois.

08-18.0-215-026

The location or footprint of said Easement being more particularly and legally described and depicted on Exhibit "A" attached hereto and made a part hereof (the "Easement Area").

Together with the perpetual right, permission, privilege, and authority in Grantee, its agents, contractors, and subcontractors to: Trim, cut, clear, or remove, at any time and by any means, within or on either side of the Easement Area or the premises of the Grantor adjoining the same, any trees, brush, and obstructions which, in the judgment of Grantee, may endanger the safety of or interfere with Grantee's exercise of the rights herein conveyed; to use reasonable working space adjacent to said Easement Area during construction, reconstruction, operation, maintenance, repair, renewal, or removal of Grantee's facilities; to remove, at Grantee's option at any time, any or all of Grantee's facilities erected in, on, upon, over, and under the herein described Easement Area; and the right of ingress and egress to, from, and over the herein described Easement Area and any of the adjoining lands of the Grantor at any and all times for doing anything necessary or convenient in the exercise of the rights herein conveyed or to access Easements on adjoining parcels.

The Grantor agrees that it will not erect any building or structure or create or permit any hazard or obstruction of any kind or character which, in the judgment of Grantee, will interfere with Grantee's exercise of the rights herein conveyed.

The Grantor warrants and covenants unto Grantee that, subject to liens and encumbrances of record at the date of this Easement, it is the owner of the above-described land and has the full right and authority to grant this Easement, and that Grantee may quietly enjoy the premises for the uses set forth above.

The Grantee shall be responsible for actual damages occurring to the Easement Area or other premises of the Grantor as a result of Grantee's exercise of the rights herein conveyed (except the trimming, cutting, clearance, or removal of trees, brush, and other obstructions) and shall, in Grantee's sole discretion, either repair and restore or reimburse the owner thereof for such loss or damages.

This Easement shall be governed by the laws of the State of Illinois.

TO HAVE AND TO HOLD the Easement aforesaid, with all and singular the rights, privileges, appurtenances, and immunities thereto belonging or in anywise appertaining unto said Grantee, its successors, assigns, agents, contractors, and subcontractors, forever.

This Easement conveyance shall run with the land and shall be binding upon the parties hereto, their heirs, successors, executors, administrators, and assigns.

The Grantor hereby releases and waives all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

IN WITNESS WHEREOF, the said Grantor has hereunto caused this Easement to be signed this [redacted] day of [redacted], 20[redacted].

By: _____
Signature

Name: City of Belleville, Illinois, a municipal corporation

Title: _____

ALL PURPOSE ACKNOWLEDGMENT

STATE OF _____
COUNTY OF _____ } ss

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for said State, personally appeared (print or type names):

to me known to be the person described in and who executed the foregoing instrument and acknowledged that he/she/they executed the same as his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

Capacity Claimed By Signator(s)			
<input type="checkbox"/> Individual(s)	<input type="checkbox"/> Corporate	<input type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Partner(s)
<input type="checkbox"/> Trustee(s)	<input type="checkbox"/> Title(s) of Officer(s):	<input type="checkbox"/> Member(s)/Manager(s):	<input type="checkbox"/> Limited Partnership
<input type="checkbox"/> Executor(s)	_____	_____	<input type="checkbox"/> General Partnership
<input type="checkbox"/> Administrator(s)	_____	_____	<input type="checkbox"/> Other (Specify Below):
<input type="checkbox"/> Attorney-In-Fact	_____	_____	_____
<input type="checkbox"/> Conservator(s)	_____	_____	_____
<input type="checkbox"/> Guardian(s)	_____	_____	_____

My Commission Expires

Notary Public

Prepared by: Volkert, Inc. - Morgan Hobbs
1500 Eastport Plaza Dr., Suite 200
Collinsville, IL 62234

Return to: Volkert, Inc. - Teresa McClure
1500 Eastport Plaza Dr., Suite 200
Collinsville, IL 62234

"EXHIBIT A"

SEC NE 1/4
18, T1N, R8W
3RD PM

N/F CITY OF BELLEVILLE, ILLINOIS,
A MUNICIPAL CORPORATION
08-18.0-215-026
DB 2331 PG 481
EX ESMT AREA = 0.042 AC±
PR ESMT AREA = 0.022 AC±
TOTAL ESMT AREA = 0.064 AC±

**BERNARD C. YOCH
ASSESSMENT PLAT**
(PB 47, PG 95)
Recorded March 5, 1952

**Lot 14
1ST ADDITION TO
WIL-ROSE HEIGHTS**

Pt Lot 22

**Lot 13
1ST ADDITION TO
WIL-ROSE HEIGHTS**

**FIRST ADDITION TO
WIL-ROSE HEIGHTS**
(PB 51, PG 34)
Recorded April 6, 1954

**Lot 12
1ST ADDITION TO
WIL-ROSE HEIGHTS**

SOUTHERN RAILWAY
(100' WIDE)

POB, IP
S COR
LOT 22
PB47 PG95

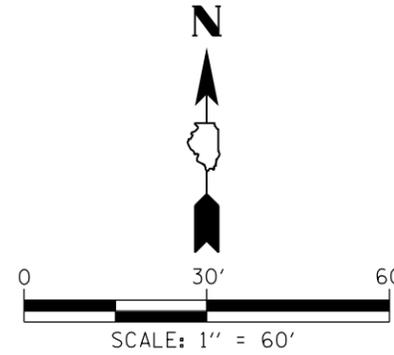
L1 N37°02'37"E 13.12'
L2 S37°29'16"E 10.38'

IT IS NOT WARRANTED THAT THIS EXHIBIT CONTAINS COMPLETE INFORMATION REGARDING EASEMENTS, RESERVATIONS, RESTRICTIONS, RIGHTS OF WAY, BUILDING LINES, ENCROACHMENTS, OR OTHER ENCUMBRANCES. FOR COMPLETE INFORMATION, A TITLE OPINION OR COMMITMENT FOR TITLE INSURANCE SHOULD BE OBTAINED.

THIS EXHIBIT DOES NOT MEET THE ILLINOIS MINIMUM STANDARDS FOR BOUNDARY SURVEYS WITH RESPECT TO THE REMAINDER OF THE PARENT PARCEL. THE DIMENSIONS THAT ARE SHOWN FOR THE REMAINDER OF THE PARENT PARCEL ARE TO BE USED FOR INFORMATIONAL PURPOSES ONLY.

LEGEND

	PARCEL LINE
	RIGHT OF WAY LINE
	SECTION LINE
	TRANSMISSION LINE
	EXISTING EASEMENT LINE
	PROPOSED EASEMENT LINE
	TRANSMISSION LINE STRUCTURE
	IRON PIPE FOUND
	CONCRETE MONUMENT FOUND
	POINT OF BEGINNING
	DEED DIMENSION
	PROPOSED EASEMENT AREA
	EXISTING EASEMENT AREA PER BK 2537 PG 1583



EASEMENT LEGAL DESCRIPTION:

A PART OF LOT 22 OF BERNARD C. YOCH ASSESSMENT PLAT, BEING PART OF LOT 13, PART OF LOT 14 AND PART OF THE SECOND SUBDIVISION OF PART OF LOT 13, SECTION 18, TOWNSHIP 1 NORTH, RANGE 8 WEST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF LOT 1 OF SCHMISSEUR'S SUBDIVISION OF LOTS 4, 9 AND 8, SECTION 17, TOWNSHIP 1 NORTH, RANGE 8 WEST OF THE THIRD PRINCIPAL MERIDIAN, BELLEVILLE, ST. CLAIR COUNTY, ILLINOIS, ALSO OFFICIALLY KNOWN AS COUNTY CLERK ASSESSMENT PLAT NO. 178, REFERENCE BEING HAD TO THE PLAT THEREOF RECORDED IN THE BOOK OF PLATS 47 ON PAGE 95 IN THE ST. CLAIR COUNTY RECORDER'S OFFICE, BEING PART OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 1 NORTH, RANGE 8 WEST OF THE THIRD PRINCIPAL MERIDIAN, ST. CLAIR COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIPE MARKING THE SOUTH CORNER OF SAID LOT 22; THENCE NORTH 38 DEGREES 32 MINUTES 27 SECONDS WEST ALONG THE SOUTHWESTERLY LINE OF SAID LOT 22, 47.10 FEET TO THE NORTHWESTERLY LINE OF SAID LOT 22; THENCE NORTH 29 DEGREES 30 MINUTES 30 SECONDS EASTON THE NORTHWESTLY LINE OF SAID LOT 22, 55.29 FEET; THENCE SOUTH 39 DEGREES 51 MINUTES 36 SECONDS EAST, 44.01 FEET; THENCE NORTH 37 DEGREES 02 MINUTES 37 SECONDS EAST, 13.12 FEET; THENCE SOUTH 37 DEGREES 29 MINUTES 16 SECONDS EAST, 10.38 FEET TO THE SOUTHEASTERLY LINE OF SAID LOT 22; THENCE SOUTH 37 DEGREES 02 MINUTES 37 SECONDS WEST ALONG THE SAID SOUTHEASTERLY LINE, 66.92 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 0.064 ACRES, MORE OR LESS OF WHICH 0.042 ACRES, MORE OR LESS HAS BEEN PREVIOUSLY GRANTED FOR EASEMENT PURPOSES.



WE, VOLKERT, INC., HEREBY CERTIFY THAT THIS EXHIBIT IS AN ACCURATE REPRESENTATION OF A SURVEY MADE UNDER MY DIRECT SUPERVISION FOR THE EXCLUSIVE BENEFIT OF AMEREN ILLINOIS.

Grady A. White II 06/25/2020
GRADY A. WHITE II
ILLINOIS PROFESSIONAL LAND SURVEYOR
#035.002808
LICENSE EXPIRES 11/30/2020

- NOTES:
- BEARINGS SHOWN HEREON ARE BASED ON THE ILLINOIS STATE PLANE COORDINATE SYSTEM, NAD 83-WEST (GPS OBSERVATION).
 - FIELD WORK COMPLETED DECEMBER OF 2019.

AMEREN ILLINOIS
BELLEVILLE 65TH STREET SPUR (LINE 1586B)
TAX ID NO. 08-18.0-215-026
ST. CLAIR COUNTY, ILLINOIS

VOLKERT
1500 EASTPORT PLAZA DRIVE
SUITE 200
COLLINSVILLE, IL 62234
618.345.8918
IL DESIGN FIRM # 184.004027



Owner City of Belleville, Illinois
 County St. Clair
 Parcel No. 08-18.0-215-026

We order and direct the payment from Ameren Illinois for an Easement consisting of 0.022 acres located in St. Clair County, Illinois, as right of way for Ameren, for the total sum of Five Hundred Fifty and No Dollars (\$550.00) to be distributed as follows:

Party and Interest	S.S.N. or E.I.N.	Amount
City of Belleville, Illinois		\$550.00

_____ Signature	_____ Signature
_____ Print Name	_____ Print Name
_____ Signature	_____ Signature
_____ Print Name	_____ Print Name

Date: _____

Possession and transfer of easement to Ameren Illinois occurs when Grantee delivers a payment to Grantor, in person or by mail, in the amount of the above stated consideration, unless provided herein. This Receipt, Closing Statement, Designation of Funds and conveyance documents are the entire and exclusive agreement between the parties and supersede any written or oral understanding, promise or agreement, directly or indirectly related to the purchase of the easement. The parties agree that any changes to this Receipt may only be made in writing and signed by the parties.

Receipt and Designation of the Funds, executed by these Grantors, is acknowledged.

Date

Negotiator for Ameren Illinois Company

If you have any questions or need additional information, please feel free to call Volkert, Inc. at 618.345.8918

Easement Amount	\$ _____
Damages Amount	\$ _____
Total	\$ _____
Detailed Damages Description	_____



Owner City of Belleville, Illinois, a municipal corporation

County St. Clair

Parcel No. 08-18.0-215-026

Structure Num. 30 - 30

Address _____

Phone _____

Email _____

Please check all that apply

- Animals On Property _____ Locked Gate
- Endangered Species Present _____
- Fence Sprinkler System
- Septic System within the easement area
- Drain Tile _____
- Outbuilding NEAR or ON easement right of way. Type: _____
- Call number listed for accessing property: _____
- During hunting season please contact for safety. Hunting time frame: _____
- Specific clearing request: _____

*If no specific request is indicated, all vegetation within the easement area will be cut.

ROW Access request (Preferred route): _____

Other - please describe below

Signature

Signature

Print

Print

Date: _____

Special Conditions, executed by these Grantors, is acknowledged.

Date

Negotiator for Ameren Illinois Company

If you have any questions or need additional information, please feel free to call Volkert, Inc. at 618.345.8918

Trees on Property _____

Ameren Approval _____

Easement No. 59.01

Line Name-Number: Belleville 65th Street Spur - 1586B

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	Exempt payee code (if any) _____
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.	Exemption from FATCA reporting code (if any) _____
	<input type="checkbox"/> Other (see instructions) ▶ _____	(Applies to accounts maintained outside the U.S.)
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number											
				-			-				
or											
Employer identification number											
				-							

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

123 W. Pearl Street
PO Box 190
Jerseyville, Illinois 62052
618.498.3503



allison.lorton@wittmanlortonlaw.com
marci.collins@preferredtitle.org
melanie.strebel@preferredtitle.org
bev.mourning@preferredtitle.org
www.preferredtitleandescrow.org

PPN:08-18.0-215-026

Binder # 0298PT

INFORMATIONAL TITLE REPORT

Original Print Date: November 12, 2019

- A. Effective Date: **October 9, 2019**
- B. The estate or interest in the land described or referred to in this Information Title Report is **Fee Simple**.
- C. According to the St. Clair County Records, title to the estate or interest in the subject land is at the Effective Date vested in: **City of Belleville, Illinois, a municipal corporation.**

Copy of Vesting Deed is attached.

- D. The subject land is described as follows:

SEE ATTACHED EXHIBIT "A"

Prior Deed Reference: Book 2331 Page 481

Common Address: S. 44th Street, Belleville, IL 62226

EXHIBIT "A"

Part of Lot 22 of "Bernard C. Yoch Assessment Plat, being part of Lot 13, part of Lot 14 and Part of the Second Subdivision of part of Lot 13, Section 18, Township 1 North, Range 8 West of the Third Principal Meridian, and part of Lot 1 of Schmisser's Subdivision of Lots 4, 9 and 8, Section 17, Township 1 North, Range 8 West of the Third Principal Meridian, Belleville, St. Clair County, Illinois," also officially known as County Clerk Assessment Plat No. 178, reference being had to the plat thereof recorded in the Recorder's Office of St. Clair County; Illinois, in Book of Plats 47 on Page 95, more particularly described as follows, to wit:

Commencing at the most Southerly corner of said Lot 22, running thence Northeastwardly along the Southeasterly line of Lot 22 for a distance of 230.05 feet to a point, running thence Northwestwardly along a line making a clockwise angle with the last described course of 91 degrees 30 minutes for a distance of 75 feet to a point, running thence Southwestwardly for a distance of 223 feet, more or less, to a point on the Southwesterly line of Lot 22, said point being 47.1 feet Northwest of the most Southerly corner of Lot 22, said 47.1 feet being measured along the Southwesterly line of Lot 22; thence running Southeastwardly along the Southwesterly line of Lot 22 for a distance of 47.1 feet to the point of beginning.

INFORMATIONAL TITLE REPORT

(ITEMS OF RECORD)

The following items are disclosed by the public records of the County of St. Clair County, Illinois, and are being shown for informational purposes only:

A. All assessments and taxes for the year 2018 and 2019 and all subsequent years for 08-18.0-215-026.

First installment of 2018 taxes in the amount of \$0.00 is PAID.

Second installment of the 2018 taxes in the amount of \$0.00 is PAID.

Taxes for all prior years have been paid. Taxes for 2019 and thereafter are not yet due and payable.

Address and Parcel I.D. No. are subject to change by County authorities. Tax assessment reduced by the Homestead Exemption in the amount of \$0.00, Senior Citizens' Homestead Exemption in the amount of \$0.00, and the Senior Citizens' Assessment Freeze Homestead Exemption in the amount of \$0.00.

Aerial Map is Attached

Tax Sheet is Attached

B. Rights of the public or quasi-public utility companies in and to any portion of the land used for utility purposes.

C. Rights of the public, the State of Illinois and the municipality in and to that part of the land, if any, taken or used for road purposes.

D. NOTE: This report pursuant hereto should not be construed to insure any interest in any manufactured housing unit located on the premises. No search has been made of records relating to liens which affect personal property to determine if liens affect any such manufactured housing unit.

E. ATTENTION: NO SEARCH HAS BEEN MADE FOR ANY DOCUMENTS IN THE CHAIN OF TITLE WHICH HAVE BEEN RECORDED 30 YEARS PRIOR TO THE EFFECTIVE DATE OF THIS REPORT AND THEREFORE NO REFERENCE HAS BEEN MADE TO ANY DOCUMENTS RECORDED PRIOR TO THIS 30 YEAR SEARCH START DATE.

Liability under this report is limited to the fee paid herefor.

THIS IS NOT A TITLE INSURANCE POLICY, GUARANTEE OR OPINION OF TITLE AND SHOULD NOT BE RELIED UPON AS SUCH. NO LIABILITY IS ASSUMED HEREBY WITH REGARD TO SAID CONDITION OF TITLE.

Very truly yours,

PREFERRED TITLE & ESCROW, INC.

A handwritten signature in blue ink, appearing to be the initials 'PTE' or similar, written in a cursive style.

By

2331-481

Vol. 2331 City Clerk City No. 1 Plat No. 481

QUIT CLAIM DEED

440773

3

RECORDED

THIS INDENTURE WITNESSETH, that the Grantor, ILLINOIS POWER COMPANY, a corporation created and existing under and by virtue of the laws of the State of Illinois, having its principal office in the City of Monticello, County of Piatt, and State of Illinois, for and in consideration of Seven Hundred and Fifty Dollars (\$750.00), and pursuant to authority given by the Board of Directors of said corporation, by Resolution adopted at a meeting duly held on the 8th day of June, 1972, CONVEYS and QUIT CLAIMS to the CITY OF BELLEVILLE, ILLINOIS, a Municipal Corporation, all interest in the following described real estate, to-wit:

Part of Lot 22 of "BERNARD G. YOCH ASSESSMENT PLAT, being part of Lot 13, part of Lot 14 and Part of the Second Subdivision of part of Lot 13, Section 18, Township 1 North, Range 8 West of the Third Principal Meridian, and part of Lot 1 of Schmisser's Subdivision of Lots 4, 9 and 8, Section 17, Township 1 North, Range 8 West of the Third Principal Meridian, Belleville, St. Clair County, Illinois," also officially known as County Clerk Assessment Plat No. 178, reference being had to the plat thereof recorded in the Recorder's Office of St. Clair County, Illinois, in Book of Plats 47 on page 95, more particularly described as follows, to-wit:

Commencing at the most Southerly corner of said Lot 22, running thence Northeastwardly along the Southeasterly line of Lot 22 for a distance of 230.05 feet to a point, running thence Northwestwardly along a line making a clockwise angle with the last described course of 91 degrees 30 minutes for a distance of 75 feet to a point, running thence Southwestwardly for a distance of 223 feet, more or less, to a point on the Southwesterly line of Lot 22, said point being 47.1 feet Northwest of the most Southerly corner of Lot 22, said 47.1 feet being measured along the Southwesterly line of Lot 22; thence running Southeastwardly along the Southwesterly line of Lot 22 for a distance of 47.1 feet to the point of beginning;

IN WITNESS WHEREOF, said Grantor has caused its corporate seal to be hereto affixed, and has caused its name to be signed to these presents by a Vice President, and attested by its Secretary, this 22nd day of June, A. D., 1972.

ILLINOIS POWER COMPANY

By: [Signature]
Vice President



[Signature]
Secretary
2331 PAGE 481

STATE OF ILLINOIS)
COUNTY OF MACON) SS.

I, Kenneth D. Foley, a Notary Public in and for said County, in the State aforesaid, do hereby certify that D. R. DAVIES and D. F. MEEK, personally known to me to be the same persons whose names are subscribed to the foregoing instrument and to me personally known to be respectively Vice President and Secretary of ILLINOIS POWER COMPANY, appeared before me this day in person and severally acknowledged that they signed, sealed, and delivered said instrument as their free and voluntary act and as the free and voluntary act of said Company, thereunto duly authorized, for the uses and purposes therein set forth.



GIVEN under my hand and Notarial Seal this 22nd day of June, A.D., 1972.
Commission Expires: January 2, 1973 Kenneth D. Foley
Notary Public



NO. 4

Parcel Information Report
ST. CLAIR County
08-18.0-215-026

Parcel No	Township	Tax Code	Property Class	Land Use	1977 Base Value	Senior Freeze Year
08-18.0-215-026	BELLEVILLE	02099	0090	9000	0	

Alternate Parcel No	Homesite Acres	Farm Acres	Gross Acres	TIF Base	EZone Parcel	Senior Freeze Value
	0.0000	0.0000	0.0000	0	NO	0

Parcel Status	Activation Year	Lot Dimension	Level Activated
Active			

Owner Name and Address	Total Value	0
CITY OF BELLEVILLE	HIE Exemption -	0
0 S 44TH ST	State Multiplier x	.0000
BELLEVILLE, IL 62223	State Equalized =	0
	Senior Freeze -	0

Alternate Name and Address	Owner Occupied -	0
Relationship = Mortgage Company	Senior Exemption -	0
CITY OF BELLEVILLE	Drainage Exmpt -	0
101 S ILLINOIS ST	Veteran Freeze -	0
BELLEVILLE, IL 62220-2105	Historic Freeze -	0
	Vet / Disability -	0
Parcel Sales	Net Taxable Value =	0
	Tax Rate x	.0000
	EZ Abatement -	0.00
	Drainage +	0.00
	Total Tax Due =	\$.00

Site Address S 44TH ST
 BELLEVILLE, IL 62226-0000

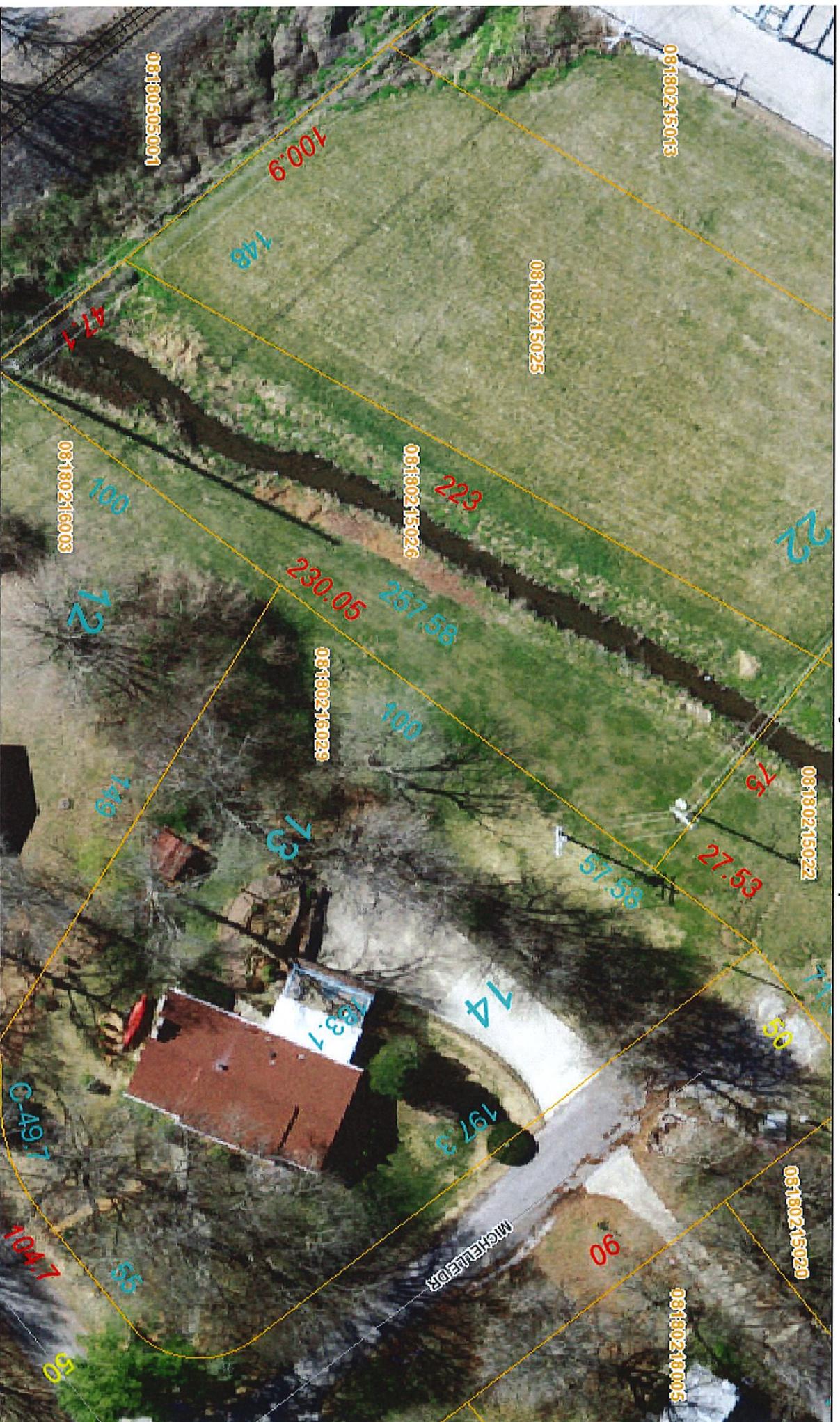
Legal Description
 YOCH, BERNARD C, A.P.
 LOT/SEC-22 PT LOT 22 AS IN 2331-481

	<u>1st Installment</u>	<u>2nd Installment</u>	<u>Totals</u>
Tax Billed	\$0.00	\$0.00	\$0.00
Penalty Billed	\$0.00	\$0.00	\$0.00
Cost Billed	\$0.00	\$0.00	\$0.00
Drainage Billed	\$0.00	\$0.00	\$0.00
Total Billed	\$0.00	\$0.00	\$0.00
Amount Paid	\$0.00	\$0.00	\$0.00
Total Unpaid	\$0.00	\$0.00	\$0.00
Date Paid			
Batch Number			
Receipt No.			
Cashier Code			
TPA			
Paid by			
Status			

DISTRIBUTION

ST CLAIR CO OTHER	SWIC DIST #522	
BELLEVILLE DIST #118	BELLEVILLE HS #201	
CITY OF BELLVLE LIB	BELLEVILLE TIF #3	\$0.00
BELLEVILLE TWP	CITY OF BELLEVILLE	

St Clair County Parcel Map



J/30/2019, 12:19:13 PM

Major Highways

20

30

MidAmerica Flight Line

Scott Flight Line

Railroads

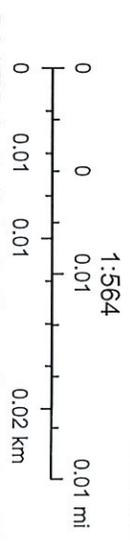
Municipalities

ALORTON

BELLEVILLE

BROOKLYN

CAHOKIA



Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS community

153-55 (5-82)

EASEMENT

St. Clair (14)
A725491

\$5.00 PAID

The undersigned Grantor, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell, convey, and warrant unto the ILLINOIS POWER COMPANY, an Illinois corporation, Grantee, its successors and assigns, the perpetual right and easement to erect, reconstruct, operate, patrol, maintain, renew and remove electric transmission and distribution lines, including wood or metal poles, footings, anchors, stubs, braces, guys, cross arms, insulators, conductors, ground wires, cables and counterpoises, and other equipment appurtenant thereto, for the transmission and distribution of electric energy through, over and across certain lands owned by Grantor in the County of St. Clair, State of Illinois, and described as follows:

PARCEL A: A strip of land thirty (30) feet in width lying contiguous to the Northeasterly right of way line of the Southern Railroad, and being more particularly described as the Southwesterly 30 feet of all that part of Lot 22 of "BERNARD C. YOCH ASSESSMENT PLAT" being part of Lot 13, part of Lot 14 and Part of the Second Subdivision of part of Lot 13, Section 18, Township 1 North, Range 8 West of the Third Principal Meridian, and part of Lot 1 of Schmisser's Subdivision of Lots 4, 9 and 8, Section 17, Township 1 North, Range 8 West of the Third Principal Meridian, Belleville, St. Clair County, Illinois", also officially known as County Clerk Assessment Plat No. 178, reference being had to the plat thereof recorded in the Recorder's Office of St. Clair County, Illinois, in Book of Plats 47 on page 95, more particularly described as follows, to-wit: Commencing at most Southerly corner of said Lot 22, running thence Northeastwardly along the Southeast line of Lot 22 for a distance of 230.05 feet to a point, running thence Northwestwardly along a line making a clockwise angle with the last described course of 91°30' for a distance of 75 feet to a point, running thence Southwestwardly for a distance of 223 feet, more or less, to a point on the Southwesterly line of Lot 22, said point being 47.1 feet Northwest of the most Southerly corner of Lot 22, said 47.1 feet being measured along the Southwesterly line of Lot 22; thence running Southeastwardly along the Southwesterly line of Lot 22 for a distance of 47.1 feet to the point of beginning.

PARCEL B: A strip of land ten (10) feet in width more particularly described as the Southwesterly 65 feet of the Southeasterly 10 feet of that part of said Lot 22 of Bernard C. Yoch Assessment Plat above described.

including the right to clear said easement of obstacles and obstructions. Grantor further grant the right to use for said purposes the adjacent roads, streets and alleys and to use reasonable working space adjacent to said easement during erection, reconstruction, operation, maintenance, renewal or removal of said electric lines, and the right of ingress to and egress from said easement for the purposes aforesaid over existing roadways or over a feasible route designated by Grantor and the right to trim, spray with a toxic substance, or fell such trees, branches, shrubbery and bushes and to remove such other obstacles as may interfere with the safe, proper and expeditious use of said easement for any of the aforesaid purposes under varying conditions of operation without further payment therefor except as hereinafter provided.

Grantee shall repair any damage to property of Grantor or pay any substantial damages which may be caused to property of Grantor in the process of exercising any of the rights herein granted; said damages if not mutually agreed upon shall be ascertained by three disinterested persons, one of whom shall be selected by Grantor and one by Grantee, their heirs, successors, assigns or lessees, respectively, and the third by the two so selected. The damages determined by such persons or a majority of them shall be conclusive and binding on the parties hereto and Grantee shall thereupon pay the amount so determined.

Grantor reserves the right to make other uses of the land within said easement provided that such uses shall not interfere with the rights and easements hereinbefore granted to Grantee and shall not create hazardous conditions and Grantor shall not erect permanent structures or plant trees thereon, and hereby releases and waives all rights under and by virtue of the homestead exemption laws of this state.

This instrument is executed and accepted with the express understanding that the Grantee herein is not bound to do or perform any act, or pay any consideration except as herein expressly provided.

WITNESS the hand and seal of the Grantor this 20th day of December, 1982

ATTEST: (SEAL) By: *Richard G. Braid* Mayor
ATTEST: (SEAL) By: *Arthur Baum* City Clerk



ACCEPTED: ILLINOIS POWER COMPANY

By: *Walter M. [Signature]*
Director-Real Estate

Prepared by Illinois Power Company, 500 S. 27th Street, Decatur, Illinois 62525

POSTED BY *[Signature]*
CHECKED BY *[Signature]*

94-1/10/83-1

14092

BOOK 2537 PAGE 1584

The undersigned, tenant in possession of the land described in the foregoing instrument, in consideration of the pay to the Grantor as therein provided, hereby adopts and joins in the conveyance of same and consents to the enjoyment by the Grantee of the rights granted therein.

COUNTY OF ST. CLAIR, SS
FILED FOR RECORD
IN THE RECORDER OF DEEDS OFFICE

Dated: 1983 FEB -4 AM 10: 25

BOOK 2537 PAGE 1583
Thomas J. Elliott
RECORDER

Tenant

STATE OF)
COUNTY OF) SS.

I, _____, a Notary Public in and for said County in the State aforesaid, do hereby certify that

personally known to me to be the same person whose name _____ subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that _____ signed, sealed, and delivered the said instrument as free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of home- stead.

GIVEN under my hand and seal this _____ day of _____, A.D., 19____.

My Commission Expires _____ Notary Public

STATE OF)
COUNTY OF) SS.

I, _____, a Notary Public in and for said County in the State aforesaid, do hereby certify that

personally known to me to be the same person whose name _____ subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that _____ signed, sealed, and delivered the said instrument as free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of home- stead.

Given under my hand and seal this _____ day of _____, A.D., 19____.

My Commission Expires _____ Notary Public

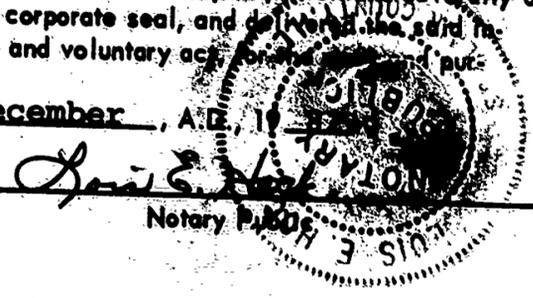
STATE OF ILLINOIS)
COUNTY OF ST. CLAIR) SS.

I, Lois E. Hock, a Notary Public in and for said County in the State aforesaid, do hereby certify that Mayor Richard A. Brauer and City Clerk Arthur Baum

personally known to me to be the same persons whose names are, respectively as Mayor _____ and City Clerk _____ of City of Belleville, Illinois subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they, being thereunto duly authorized, signed, sealed with the corporate seal, and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary act, for the purposes therein set forth.

GIVEN under my hand and notarial seal this 20th day of December, A.D., 1983

My Commission Expires January 24, 1985



TO _____ As legal holder and owner of all of the notes or other evidences of indebtedness secured by mortgage or deed of trust, dated the _____ day of _____ recorded in the recorder's office of _____ County _____ in book _____, page _____, as Document No _____, the undersigned here consent(s) and join(s) in the granting to said company of the within and foregoing right-of-way easement this _____ day of _____, 19____.

INDEXED

ATTEST: _____ (SEAL)
By: _____ (SEAL)

14092

RETURN TO:
ILLINOIS POWER COMPANY
500 SOUTH 27th STREET
DECATUR, ILLINOIS 62525

QUIT CLAIM DEED

SFC 113.2

THIS INSTRUMENT WITNESSETH, that the Grantor, ILLINOIS POWER COMPANY, a corporation created and existing under and by virtue of the laws of the State of Illinois, having its principal office in the City of Masticello, County of Piatt, and State of Illinois, for and in consideration of Seven Hundred and Fifty Dollars (\$750.00), and pursuant to authority given by the Board of Directors of said corporation, by Resolution adopted at a meeting duly held on the 8th day of June, 1972, CONVEYS and QUIT CLAIMS to the CITY OF BELLEVILLE, ILLINOIS, a Municipal Corporation, all interest in the following described real estate, to-wit:

W.O. Tract

Part of Lot 22 of "BERNARD C. YOUNG ASSESSMENT PLAT, being part of Lot 13, part of Lot 14 and Part of the Second Subdivision of part of Lot 13, Section 18, Township 1 North, Range 8 West of the Third Principal Meridian, and part of Lot 1 of Schmeissour's Subdivision of Lots 4, 9 and 8, Section 17, Township 1 North, Range 8 West of the Third Principal Meridian, Belleville, St. Clair County, Illinois," also officially known as County Clerk Assessment Plat No. 178, reference being had to the plat thereof recorded in the Recorder's Office of St. Clair County, Illinois, in Book of Plats 47 on page 95, more particularly described as follows, to-wit:

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IN WITNESS WHEREOF, said Grantor has caused its corporate seal to be hereto affixed, and has caused its name to be signed to these presents by a Vice President, and attested by its Secretary, this 22nd day of June, A. D., 1972.

ILLINOIS POWER COMPANY

By [Signature]
Vice President

ATTEST:

[Signature]

Secretary

Sub. Dept.
POSTED BY [Signature]
CHECKED BY: [Signature]

STATE OF ILLINOIS)
COUNTY OF MADISON) ss.

I, Anneth M. Foley, a Notary Public in and for said County, in the State aforesaid, do hereby certify that B. R. HOWES and B. F. MERR, personally known to me to be the same persons whose names are subscribed to the foregoing instrument and to me personally known to be respectively Vice President and Secretary of ILLINOIS POWER COMPANY, appeared before me this day in person and severally acknowledged that they signed, sealed, and delivered said instrument as their free and voluntary act and as the free and voluntary act of said Company, thereto duly authorized, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 22nd day of June, A. D., 1972.

My Commission Expires: January 9, 1973 Anneth M. Foley Notary Public

REAL ESTATE FILE COPY

4-264-7/11-72-11

ILLINOIS POWER COMPANY

113.2

14092

REGULAR CITY COUNCIL MEETING
CITY OF BELLEVILLE, ILLINOIS
DECEMBER 20TH, 1982-7:00 P.M.

Mayor Richard A. Brauer called this meeting to order asking the City Clerk Arthur Baum to call roll. Members present on roll call: Mayor Richard A. Brauer, City Clerk Arthur Baum, City Treasurer Lindel Barker, Aldermen-Stock, Saeger, Thompson, Klingler, Kraft, Knapp, Sonnenberg, Gilley, Koehler, Hawthorne, Koeneman, Seibert, Hise, Steinhardt, Beykirch.

ROLL CALL
DEPARTMENT HEADS

John Holdener, Stanley Goodwin, Assistant City Attorney Flynn, Police Chief Biehl, Fire Chief Knapp, George Hankammer, Norbert Wenzel, John Thompson, Fred Thompson, Mrs. Hermann.
Members absent on roll call: Raymond Dill, Kenneth Reynolds.
Mr. Dill and Mr. Reynolds were on vacation.

PLEDGE

Mayor Richard A. Brauer asked everyone to stand for the Pledge of Allegiance to the Flag.

CAUCUS

Alderman Stock made a motion seconded by Alderman Klingler to not have a Caucus Meeting tonight.

All members voted aye.

MINUTES

CITY OF BELLEVILLE FUND, Salaries-----	\$ 156,569.94
CITY OF BELLEVILLE FUND, Claims-----	\$ 102,415.54
PARKING METER DEPT., Salaries-----	\$ 1,966.11
PARKING METER DEPT., Claims-----	\$ 869.99
SEWER DEPT., Salaries-----	\$ 23,103.82
SEWER DEPT., Claims-----	\$ 42,659.90
SEWER DEPOSIT-----	\$ 519.90
SEWER DEPOSIT REFUND AFTER 3 YEARS-----	\$ 12,832.20

CLAIMS - Continued

FEDERAL REVENUE SHARING-----\$ 9,691.80

Alderman Beykirch made a motion seconded by Alderman Steinhardt to pay these claims.

Members voting aye on roll call: Stock, Saeger, Thompson, Klingler, Kraft, Knapp, Sonnenberg, Gilley, Koehler, Hawthorne, Koeneman, Seibert, Hise, Steinhardt, Beykirch.

REPORTS

REPORT OF THE CITY TREASURER FOR THE SEWERAGE SYSTEM for the month of November, 1982.

(Complete report on file in the office of the City Clerk)

REPORT OF CITY TREASURER FOR CITY OF BELLEVILLE FUNDS for the month of November, 1982.

(Complete report on file in the office of the City Clerk)

Alderman Kraft made a motion seconded by Alderman Hise to refer these reports for Audit.

All members voted aye.

APPOINTMENT

Mayor Richard A. Brauer submitted the name of Thomas O'Donnell, Jr., 6 Wesley Drive to fill the vacancy as Alderman of the 8th Ward.

Alderman Koehler made a motion seconded by Alderman Knapp to approve this appointment.

All members voted aye.

ORAL

Mayor Richard A. Brauer granted the floor to Mr. David Vaught from the Coalition for Political Honesty. Mr. Vaught made a plea to the City Council to place the CUB Program (Citizens Utility Board) referendum on the April 12, 1983 ballot in the City of Belleville. Following a discussion on this it was the concensus of the Council that they have more time to study this.

Mayor Brauer granted the floor to Mr. Melvin Duchnowski who made a plea to the Council to give this their consideration as he felt it should be given a fair chance.

Alderman Stock made a motion seconded by Alderman Saeger that the City of Belleville send a letter to Mr. Donald Hodell, Secretary of Energy, 1000 Independence Ave., Washington, D.C. 20585 stating that we are opposed to faster decontrol of natural gas prices.

All members voted aye.

REPORTS - Continued

ORAL

Alderman Beykirch made a motion seconded by Alderman Koehler to accept the bid of Belleville Pump in the amount of \$9,700.00 to install a storage tank for unleaded gasoline at the Street Department, 111 South 6th Street. This was the low bid.

Members voting aye on roll call: Stock, Saeger, Thompson, Klingler, Kraft, Knapp, Sonnenberg, Gilley, Koehler, Hawthorne, Koeneman, Seibert, Hise, Steinhardt, Beykirch.

ORAL

Alderman Beykirch made a motion seconded by Alderman Gilley to have specifications drawn to advertise for bids for one Motorcycle for the Police Department to replace the one that was totaled in an accident. We have received \$3200.00 for this Motorcycle.

Alderman Kraft and Alderman Knapp felt this should have been discussed at the Committee meeting before it was presented on the floor.

Alderman Beykirch explained this is only calling for bids and they can reject it at the time that the bids are presented.

This motion passed with the majority of members voting aye.

ORAL

Alderman Beykirch reported that the Police Fines for the months January through November, 1982 amounted to \$149,653.30. This is traffic fines and \$36,935.00 was paid out in overtime. He also reported that Major crime for the first 11 months is down 11%.

TAXICAB DRIVER PERMIT

Alderman Koehler made a motion seconded by Alderman Hise to grant a Taxicab Driver's Permit to Troyce E. Lomax.

All members voted aye.

ORAL

Alderman Koehler made a motion seconded by Alderman Thompson to authorize to advertise for bids for a new spare rear reduction unit or an outright purchase provided the amount is below \$2500.00.

All members voted aye.

14092

ORAL

Alderman Sonnenberg made a motion seconded by Alderman Kraft to authorize the hiring of James Muren at the Sewage Treatment Plant.

Members voting aye on roll call: Stock, Saeger, Thompson, Klingler, Kraft, Knapp, Sonnenberg, Gilley, Koehler, Hawthorne, Koeneman, Seibert, Hise, Steinhardt, Beykirch.

ORAL

Alderman Kraft made a motion seconded by Alderman Knapp that the pending law suit against HUD be dismissed.

All members voted aye.

COMMUNICATION

This communication is from the Belleville Area Arts Council requesting permission to hold an Art Festival on the 6th and 7th of August, 1983.

(Complete request on file in the office of the City Clerk)

Alderman Hise made a motion seconded by Alderman Saeger to grant this request.

All members voted aye.

EASEMENTS

Two easements from the Illinois Power Company to erect guide wires for electrical poles in the City of Belleville on four parcels of land.

(Complete easements and descriptions on file in the office of the City Clerk)

Alderman Koehler made a motion seconded by Alderman Stock to grant these easements.

All members voted aye.

PARCELS

ORDINANCE NO. 3926

Alderman Koehler made a motion seconded by Alderman Seibert to have the City Clerk Arthur Baum read the Ordinance entitled "An Ordinance Annexing Certain Territory to the City of Belleville, Illinois", by title only.
(1893 Mascoutah Ave. - Belle Valley Mobile Home Estates)
(Complete Ordinance on file in the office of the City Clerk)

All members voted aye.

Alderman Koehler made a motion seconded by Alderman Hawthorne that this Ordinance do pass.

Stock, Saeger, Thompson, Klingler, Kraft, Knapp, Sonnenberg, Gilley, Koehler, Hawthorne, Koeneman, Seibert, Hise, Steinhardt, Beykirch.

BIDS

Alderman Kraft made a motion seconded by Alderman Hawthorne to open the bids.

All members voted aye.

Pickup Truck Street Department

1. Schmitt Chevrolet, Inc., Belleville, Illinois
1 - 1983 Chevrolet 1/2 ton 8' Fleetside
\$7,554.00

2. O. C. Joseph, Inc., Belleville, Illinois
1 - 1983 Dodge D-150 Sweptline Pickup
\$7,494.00

(Complete bids on file in the office of the City Clerk)

Alderman Gilley made a motion seconded by Alderman Kraft to refer these bids to the Streets and Grades Committee.

All members voted aye.

Sale of Wrecked Police Car

1. Acme Auto Parts Co, Belleville, Illinois
\$ 526.00

2. Paule Used Auto Sales, Belleville, Illinois
\$ 497.70

(Complete bids on file in the office of the City Clerk)

Alderman Beykirch made a motion seconded by Alderman Hawthorne to refer these bids to the Police and Fire Committee.

All members voted aye.

Alderman Sonnenberg made a motion seconded by Alderman Saeger to adjourn.

All members voted aye.


Arthur Baum, City Clerk

-6-

14092

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

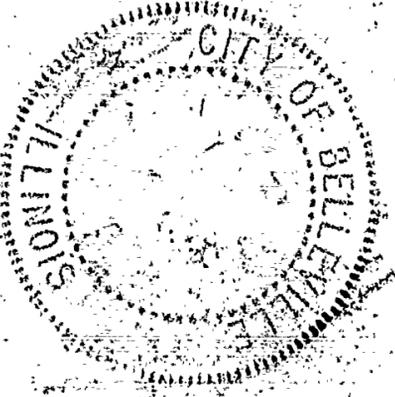
CERTIFICATE OF CITY CLERK

I, Arthur Baum, City Clerk of the City of Belleville, in the County of St. Clair and State of Illinois and being the custodian of the records of said city and keeper of the corporate seal thereof, DO HEREBY CERTIFY that the attached and foregoing is a true, correct and exact copy of

Regular City Council Meeting
City of Belleville, Illinois
December 20th, 1982-7:00 P.M.

WITNESS my hand and the corporate seal of the said City of Belleville, Illinois this 6th day of January

A. D. 1983



Arthur Baum

Arthur Baum, City Clerk

1492

DEVELOPMENT AGREEMENT

This agreement made this 21st day of September, 2020 by and between the City of Belleville, Illinois (the "City") and McCullough's Flooring Enterprise, Inc. ("McCullough's Flooring Enterprise, Inc.):

WITNESSETH:

WHEREAS, McCullough's Flooring Enterprise, Inc. intends on investing a minimum of \$550,000.00 to complete the remodeling and expansion of the existing facility located 4400 North Belt West in Belleville (the "Project"), and;

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

Responsibilities of the City of Belleville

1. Reimburse McCullough's Flooring Enterprise, Inc. \$30,000.00 in TIF #3 funds for remodeling and expansion of the existing facility located at 4400 North Belt West, after receipt of documentation of eligible costs incurred, and;
2. Reimburse McCullough's Flooring Enterprise, Inc. \$30,000.00 in TIF #3 funds after May 1, 2021, after receipt of documentation of eligible costs incurred, and;
3. Reimburse McCullough's Flooring Enterprise, Inc. \$30,000.00 in TIF #3 funds after May 1, 2022, after receipt of documentation of eligible costs incurred.

Responsibilities of McCullough's Flooring Enterprise, Inc.

- A. Invest no less than \$550,000.00 to complete the remodeling and expansion of the existing facility located at 4400 North Belt West no later than August 31, 2021, and;
- B. Retain thirty-seven (37) FTE jobs within the first year of operation, and;
- C. Create two (2) additional FTE jobs within the first year of operation, and;
- D. Create four (4) additional FTE jobs within the second year of operation, and;
- E. Commit to annual sales subject to sales tax of no less than \$3,500,000.00, and;
- F. McCullough's Flooring Enterprise, Inc. and any heirs and/or successors shall remain and operate at the site for no less than ten (10) years, and;
- G. Compliance with all existing and applicable Federal, State, County and Local laws and ordinances.

Penalties

In the event that McCullough's Flooring Enterprise, Inc. fails to meet its obligations under Sections (A), (B), (C), (D), (E), (F) or (G) of the section entitled "Responsibilities of McCullough's Flooring Enterprise, Inc." of the Development Agreement, all public funds provided under (1), (2) and (3) of the section entitled "Responsibilities of the City of Belleville" received to date as per the Development Agreement from the City of Belleville shall be repaid to the City of Belleville and all remaining amounts to be provided if any, shall be terminated.

Miscellaneous

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

2. Validity. It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement is held by a court of law to be illegal or in conflict with any law of the State of Illinois, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.
3. Notices. Notices, or other communications required or which may be given under this Agreement shall be in writing, and delivered either personally, or by certified or registered mail, to the addresses indicated for each party below after their respective signatures, or to such other address as designated by a party similar notice to the other party. Date of notice shall be the date of delivery in the case of delivered notice or the date of posting in the mail in the case of mail notice.
4. Signage. Agree to allow City to place on the premises a sign indicating financial assistance has been provided by the City of Belleville for a minimum of fifteen (15) days each before and after opening of the facility.
5. Current with Payments. Agree to pay in full the City of Belleville on any outstanding invoices containing the name or names of the individual, company and/or corporation receiving the said inducements.
6. Execution of Agreement. If this agreement is not fully executed within sixty (60) days of City Council approval, it shall be considered null and void.
7. Prevailing Wage. Projects receiving incentives/inducements from the City of Belleville will be required to comply with the President's executive order no. 11246, as amended (prevailing wage).
8. Superseder. This Agreement supersedes and replaces any and all prior agreements and understandings between the City and **McCullough's Flooring Enterprise, Inc.** with respect to the subject matter hereof.
9. Request of Payment. The party receiving inducements must officially request payment from the City. This must be done via letter to include documentation of costs incurred as outlined in the section titled "Responsibilities of **McCullough's Flooring Enterprise, Inc.**".
10. Compliance Reporting. Agree to submit Annual Certification of Compliance With Development Agreement form to document compliance with items as outlined in the section titled "Responsibilities of **McCullough's Flooring Enterprise, Inc.**". Such reporting is required for the life of the agreement, which is defined as the timeframe of the commitment to remain and operate at the project location as identified in the section titled "Responsibilities of **McCullough's Flooring Enterprise, Inc.**".

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

By: _____
 MAYOR

ATTEST: _____
 CITY CLERK

McCullough's Flooring Enterprise, Inc.
 4400 North Belt West
 Belleville, IL 62226

By: _____
 Russell McCullough, Owner

**DEVELOPMENT AGREEMENT
(SECOND AMENDEMENT)**

This amended agreement made this 21st day of September, 2020 by and between the City of Belleville, Illinois (the "City") and **Women World of Beauty (W.W.O.B.), LLC** ("**Women World of Beauty (W.W.O.B.), LLC**"):

WITNESSETH:

WHEREAS, Women World of Beauty (W.W.O.B.), LLC intends on investing a minimum of \$66,922.50 to complete the remodeling of the existing facility located at 7306 Westfield Plaza in Belleville (the "Project"), and;

WHEREAS, the parties have reached an agreement in order to set forth the terms upon which the City would provide certain economic incentives for the Project and the terms upon which **Women World of Beauty (W.W.O.B.), LLC** would provide jobs at said location, and;

Responsibilities of the City of Belleville

1. Reimburse Women World of Beauty, LLC \$5,000.00 in TIF #3 funds for remodeling and improvements completed at 7306 Westfield Plaza, after receipt of documentation of eligible costs incurred.

Responsibilities of Women World of Beauty (W.W.O.B.), LLC

- A. Invest no less than \$66,922.50 to complete the remodeling the existing facility located at 7306 Westfield Plaza no later than August 31, 2021, and;
- B. Create six (6) FTE jobs within the first year of operation, and;
- C. Create three (3) additional FTE jobs within the second year of operation, and;
- D. Women World of Beauty, LLC and any heirs and/or successors shall remain and operate at the site for no less than five (5) years, and;
- E. Commit to annual sales subject to sales tax of no less than \$24,000.00, and;
- F. Compliance with all existing and applicable Federal, State, County and Local laws and ordinances.

Penalties

In the event that **Women World of Beauty (W.W.O.B.), LLC** fails to meet its obligations under Sections (A), (B), (C), (D), (E) or (F) of the section entitled "Responsibilities of **Women World of Beauty (W.W.O.B.), LLC**" of the Development Agreement, all public funds provided under (1) of the section entitled "Responsibilities of the City of Belleville" received to date as per the Development Agreement from the City of Belleville shall be repaid to the City of Belleville and all remaining amounts to be provided if any, shall be terminated.

Miscellaneous

1. **Entire Agreement.** This Agreement and any written amendments hereto shall constitute the entire agreement between the parties. Neither party shall be bound by any terms, conditions, statements or representatives, not herein contained. Each party hereby acknowledges that in executing this Agreement it has not been induced, persuaded or motivated by any promise or representation made by the other party, unless expressly set forth herein. All previous negotiations, statements and preliminary agreements by the parties or their representatives are merged in this Agreement.
2. **Validity.** It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement is held by a court of law to be illegal or in conflict with any law of the State of Illinois, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of

the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.

3. Notices. Notices, or other communications required or which may be given under this Agreement shall be in writing, and delivered either personally, or by certified or registered mail, to the addresses indicated for each party below after their respective signatures, or to such other address as designated by a party similar notice to the other party. Date of notice shall be the date of delivery in the case of delivered notice or the date of posting in the mail in the case of mail notice.
4. Signage. Agree to allow City to place on the premises a sign indicating financial assistance has been provided by the City of Belleville for a minimum of fifteen (15) days each before and after opening of the facility.
5. Current with Payments. Agree to pay in full the City of Belleville on any outstanding invoices containing the name or names of the individual, company and/or corporation receiving the said inducements.
6. Execution of Agreement. If this agreement is not fully executed within sixty (60) days of City Council approval, it shall be considered null and void.
7. Prevailing Wage. Projects receiving incentives/inducements from the City of Belleville will be required to comply with the President's executive order no. 11246, as amended (prevailing wage).
8. Superseder. This Agreement supersedes and replaces any and all prior agreements and understandings between the City and **Women World of Beauty (W.W.O.B.), LLC** with respect to the subject matter hereof.
9. Request of Payment. The party receiving inducements must officially request payment from the City. This must be done via letter to include documentation of costs incurred as outlined in the section titled "Responsibilities of **Women World of Beauty (W.W.O.B.), LLC**".
10. Compliance Reporting. Agree to submit Annual Certification of Compliance With Development Agreement form to document compliance with items as outlined in the section titled "Responsibilities of **Women World of Beauty (W.W.O.B.), LLC**". Such reporting is required for the life of the agreement, which is defined as the timeframe of the commitment to remain and operate at the project location as identified in the section titled "Responsibilities of **Women World of Beauty (W.W.O.B.), LLC**".

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

By: _____
MAYOR

ATTEST: _____
CITY CLERK

Women World of Beauty (W.W.O.B), LLC
P.O. Box 924
East St. Louis, IL 62203

By: _____
Shirley Samuels, Owner



OFFICE USE ONLY

Event Name:

Event Date:

Songs for a Summer Evening
Thurs 092420

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): Ethan Edwards, Belleville Philharmonic

Name of Event: Songs for a Summer Evening, Chamber Music

Date of Event: Thurs 9/24/2020 Event Starting Time: 6:00 pm Event Ending Time: 8:00 pm

Street Closure Time: 4:30 Street Re-Open Time: 8:00 pm

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

Name	Address	Phone	Email
Ethan Edwards	300 E E St	618-795-8021	eedwards@alleni.com

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
Gabriel J Toemies	421 Court St	<i>[Signature]</i>

OFFICE USE ONLY

Event Name:

Songs for a Summer Evening

Event Date:

Thurs 092420

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: _____

Yes No Number Requested: _____

Yes No

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.

Ethan A Edwards

Signature of Person Making Application

300 E E St

Mailing Address

618-795-8021

Phone Number

Ethan A. Edwards

Printed Name of Person Making Application

eedwards@allenl.com

E-mail

DATE OF APPLICATION: 9/4/2020

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
(618) 233-6810

OFFICE USE ONLY
 Event Name: Santas for a Summer Evening
 Event Date: Thurs 092420

CHECKLIST (FOR USE BY CITY PERSONNEL ONLY)	EVENT INFORMATION (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.
<input checked="" type="checkbox"/> Application <input checked="" type="checkbox"/> Event Map	Date Received by City Clerk's Office: <u>090420</u> Scheduled Meeting Date: _____ Date Approved by Staff: _____ Date on Council Agenda: <u>092120</u> Notification Sent to Event Representative of Council Meeting: <u>092720 091620</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: _____

APPROVED DENIED DATE: _____ INITIALS: _____

Fire Department: _____

APPROVED DENIED DATE: _____ INITIALS: _____

Public Works: Barricades provided as needed
No Parking Signage

APPROVED DENIED DATE: 9/10/20 INITIALS: JAP

Maintenance Department: _____

APPROVED DENIED DATE: _____ INITIALS: _____

OFFICE USE ONLY

Event Name:

Event Date:

Sings for a Summer Evening
Thurs 092420

<p align="center">CHECKLIST (FOR USE BY CITY PERSONNEL ONLY)</p>	<p align="center">EVENT INFORMATION (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>Date Received by City Clerk's Office: <u>090420</u></p> <p>Scheduled Meeting Date: _____</p> <p>Date Approved by Staff: _____</p> <p>Date on Council Agenda: _____</p> <p>Notification Sent to Event Representative of Council Meeting: _____</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: _____

APPROVED DENIED DATE: _____ INITIALS: _____

Fire Department: _____

APPROVED DENIED DATE: _____ INITIALS: _____

Public Works: _____

APPROVED DENIED DATE: _____ INITIALS: _____

Maintenance Department: N/A

APPROVED DENIED DATE: 9-9-20 INITIALS: KLY

OFFICE USE ONLY

Event Name:

Event Date:

Senses for a Summer Event
Thurs 092420

CHECKLIST (FOR USE BY CITY PERSONNEL ONLY)	EVENT INFORMATION (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.
<input checked="" type="checkbox"/> Application <input checked="" type="checkbox"/> Event Map	Date Received by City Clerk's Office: <u>090420</u> Scheduled Meeting Date: _____ Date Approved by Staff: _____ Date on Council Agenda: _____ Notification Sent to Event Representative of Council Meeting: _____
<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: Situational Awareness

APPROVED DENIED DATE: 9/16/2020 INITIALS: CM #380

Fire Department: _____

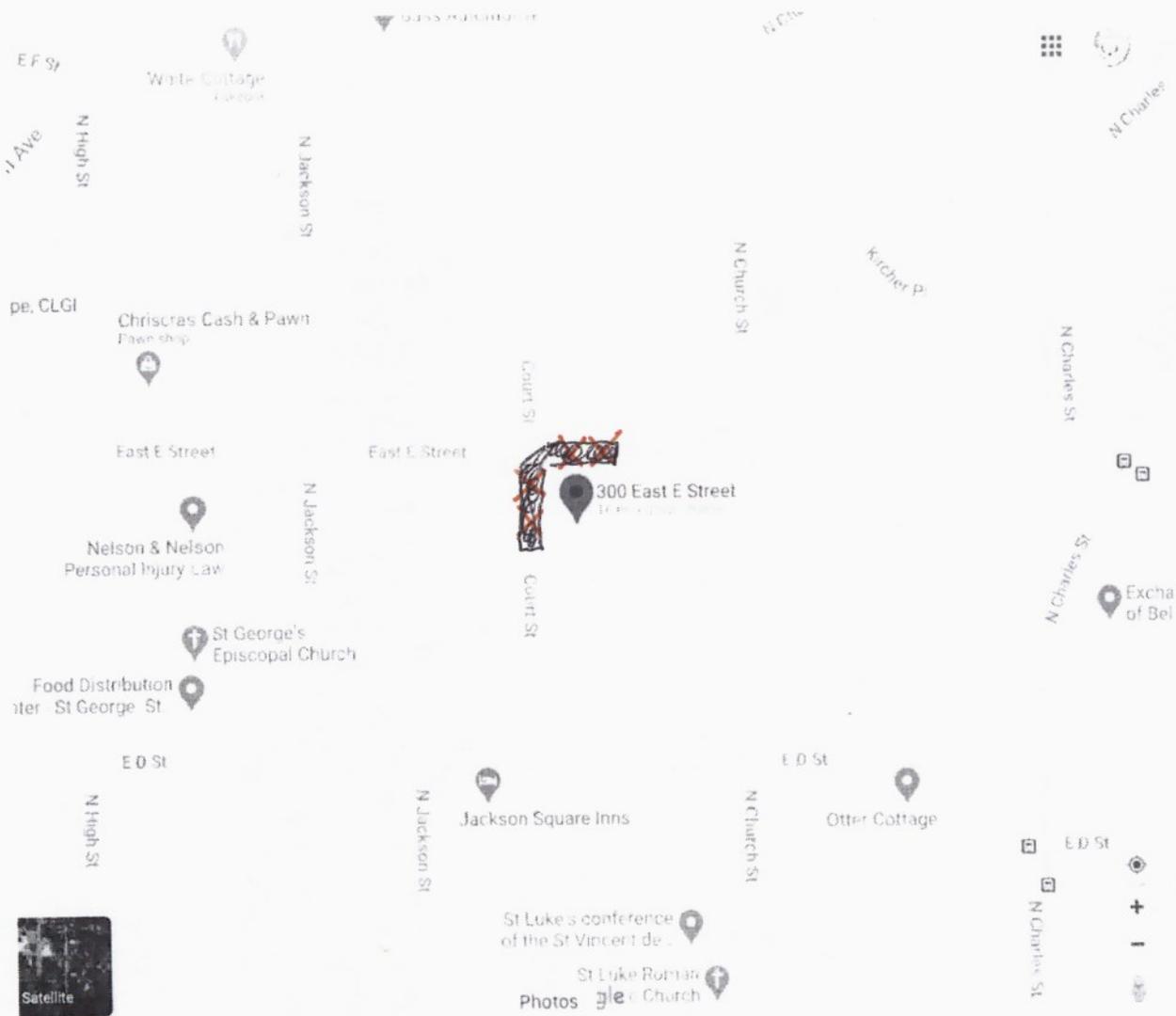
APPROVED DENIED DATE: _____ INITIALS: _____

Public Works: _____

APPROVED DENIED DATE: _____ INITIALS: _____

Maintenance Department: _____

APPROVED DENIED DATE: _____ INITIALS: _____



The plan is to have a small ensemble play from the porch. Audience will be arranged in lawn chairs along sidewalks and street for 1/2 block in each direction. Access could remain for the dead end section of Court St, going west on E St. Only one house would actually be blocked. *entrance to 500bl of Court St & alleyway not to be blocked*

*street closure: East E (1/2 block from 300 East E to alley)
 Court St (1/2 block south from 300 East E)*

ALL COVID Regulations must be followed



OFFICE USE ONLY
 Event Name: Songs for a Summer evening
 Event Date: Thurs 10/1/20

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): Ethan Edwards, Belleville Philharmonic

Name of Event: Songs for a Summer Evening, Chamber Music

Date of Event: 10/1/2020 Event Starting Time: 6:00 pm Event Ending Time: 8:00 pm

Street Closure Time: 4:30 pm Street Re-Open Time: 8:00 pm

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

Name	Address	Phone	Email
Ethan Edwards	300 E E St	618-795-8021	eedwards@alleni.com

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
Gabriel J Toennies	421 Court St	

OFFICE USE ONLY

Event Name:

Event Date:

Songs for a Summer evening
Thurs 100120

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: _____

Yes No Number Requested: _____

Yes No

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.

Ethan A Edwards

Signature of Person Making Application

300 E E St, Belleville, IL 62220

Mailing Address

618-795-8021

Phone Number

Ethan A Edwards

Printed Name of Person Making Application

eedwards@alleni.com

E-mail

DATE OF APPLICATION: 9/4/2020

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
(618) 233-6810

Barricades
'No Parking' Signs

OFFICE USE ONLY

Event Name:

Event Date:

Songs for a Summer Evening
Thurs 10/12/20

<p align="center">CHECKLIST (FOR USE BY CITY PERSONNEL ONLY)</p>	<p align="center">EVENT INFORMATION (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>Date Received by City Clerk's Office: <u>10/4/20</u></p> <p>Scheduled Meeting Date: _____</p> <p>Date Approved by Staff: _____</p> <p>Date on Council Agenda: <u>10/21/20</u></p> <p>Notification Sent to Event Representative of Council Meeting: <u>10/21/20</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: _____

APPROVED DENIED DATE: _____ INITIALS: _____

Fire Department: _____

APPROVED DENIED DATE: _____ INITIALS: _____

Public Works: _____

APPROVED DENIED DATE: _____ INITIALS: _____

Maintenance Department: N/A

APPROVED DENIED DATE: 9-9-20 INITIALS: KLV

OFFICE USE ONLY

Event Name:

Event Date:

Songs for a
Summer Evening
#2
Thurs 10/1/20

<p align="center">CHECKLIST (FOR USE BY CITY PERSONNEL ONLY)</p>	<p align="center">EVENT INFORMATION (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 <input checked="" type="checkbox"/> Event Map</p>	<p>Date Received by City Clerk's Office: <u>9/04/20</u></p> <p>Scheduled Meeting Date: _____</p> <p>Date Approved by Staff: _____</p> <p>Date on Council Agenda: _____</p> <p>Notification Sent to Event Representative of Council Meeting: _____</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: _____

APPROVED DENIED DATE: _____ INITIALS: _____

Fire Department: _____

APPROVED DENIED DATE: _____ INITIALS: _____

Public Works: Barricades provided as needed
No Parking Signage

APPROVED DENIED DATE: 9/10/20 INITIALS: JRP

Maintenance Department: _____

APPROVED DENIED DATE: _____ INITIALS: _____

OFFICE USE ONLY
 Event Name: Songs for a Summer Evening
 Event Date: Thurs 10/12/20

CHECKLIST (FOR USE BY CITY PERSONNEL ONLY)	EVENT INFORMATION (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.
<input checked="" type="checkbox"/> Application <input checked="" type="checkbox"/> Event Map	Date Received by City Clerk's Office: <u>10/4/20</u> Scheduled Meeting Date: _____ Date Approved by Staff: _____ Date on Council Agenda: _____ Notification Sent to Event Representative of Council Meeting: _____
<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: Situational Awareness

APPROVED DENIED DATE: 9/16/2020 INITIALS: CM #380

Fire Department: _____

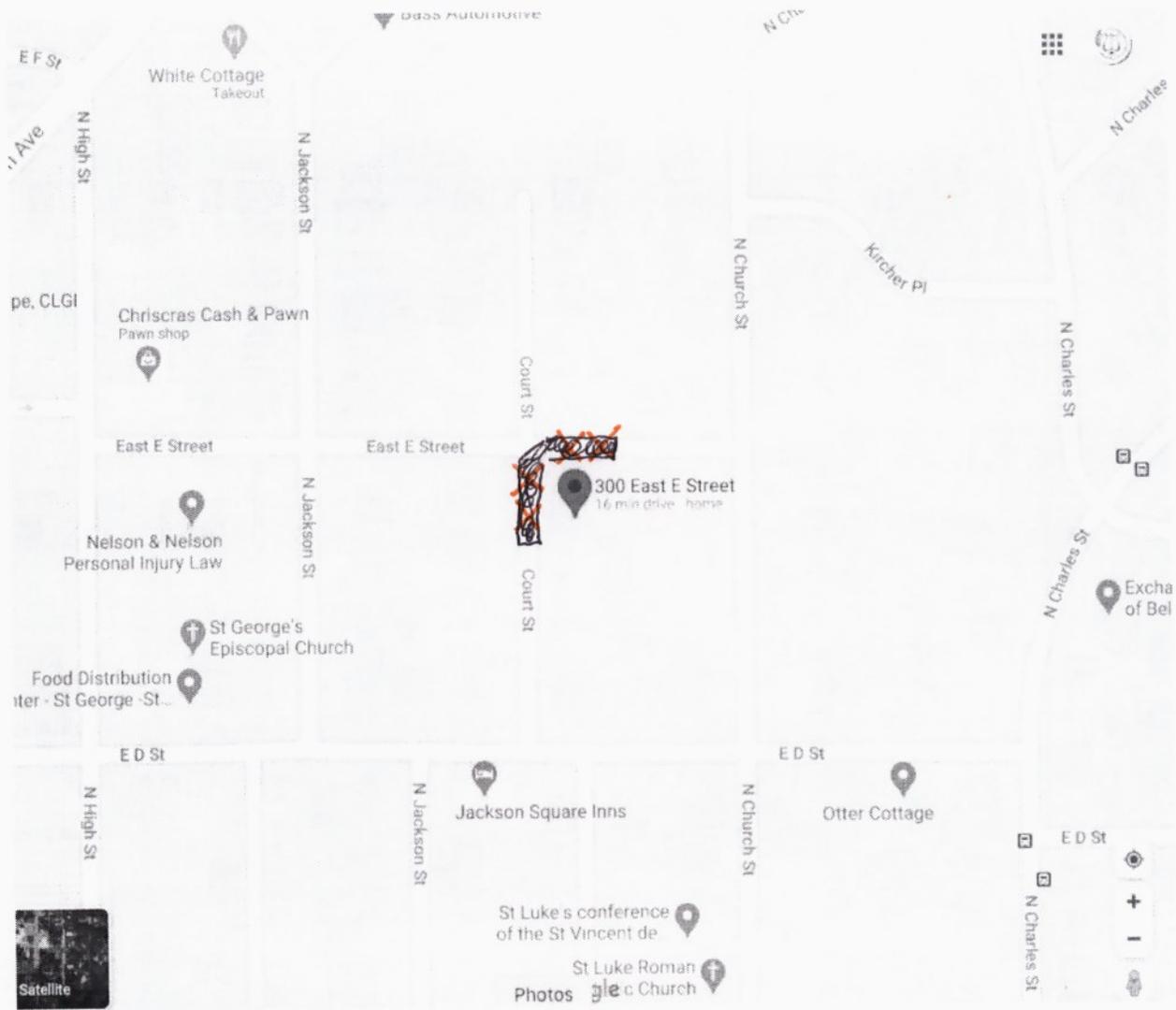
APPROVED DENIED DATE: _____ INITIALS: _____

Public Works: _____

APPROVED DENIED DATE: _____ INITIALS: _____

Maintenance Department: _____

APPROVED DENIED DATE: _____ INITIALS: _____



The plan is to have a small ensemble play from the porch. Audience will be arranged in lawn chairs along sidewalks and street for $\frac{1}{2}$ block in each direction. Access could remain for the dead end section of Court St, going west on E St. Only one house would actually be blocked. *entrance to 500bl of Court St & alleyway not to be blocked*

*street closure: East E ($\frac{1}{2}$ block from 300 East E to alley)
 Court St ($\frac{1}{2}$ block south from 300 East E)*

ALL COVID Regulations must be followed

ORDINANCE NO. 8870-2020

**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 adding the following No Parking Areas under Schedule I thereunder:

Street Side

Location

S. Delaware St. (Both)

From E. Main St. to end of block

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 _____, 2020 on the following roll call vote:

	<u>AYE</u>	<u>NAY</u>
Joe Hazel	_____	_____
Ken Kinsella	_____	_____
David Pusa	_____	_____
Carmen Duco	_____	_____
Kent Randle	_____	_____
Scott Ferguson	_____	_____
Johnnie Anthony	_____	_____
Raffi Ovian	_____	_____
Ed Dintelman	_____	_____
Michelle "Shelly" Schaefer	_____	_____
Chris Rothweiler	_____	_____
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 _____, 2020.

MAYOR

ATTEST:

CITY CLERK

ORDINANCE NO. 8871-2020

**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 adding the following Persons with Disabilities Parking under Schedule VII thereunder:

Street Side

Location

300 N. Charles

1 space in front of VFW Post 1739

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 _____, 2020 on the following roll call vote:

	<u>AYE</u>	<u>NAY</u>
Joe Hazel	_____	_____
Ken Kinsella	_____	_____
David Pusa	_____	_____
Carmen Duco	_____	_____
Kent Randle	_____	_____
Scott Ferguson	_____	_____
Johnnie Anthony	_____	_____
Raffi Ovian	_____	_____
Ed Dintelman	_____	_____
Michelle "Shelly" Schaefer	_____	_____
Chris Rothweiler	_____	_____
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 _____, 2020.

MAYOR

ATTEST:

CITY CLERK

ORDINANCE NO. 8872-2020

**AN ORDINANCE AMENDING CHAPTER 75 (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 **Chapter 75** is hereby amended by adding the following One-Way Street and Alleys under Schedule III thereunder:

Street (Direction)		Location
Abend St. (South)	and	From Mascoutah Ave. to Garfield St.

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 _____, 2020 on the following roll call vote:

	<u>AYE</u>	<u>NAY</u>
Joe Hazel	_____	_____
Ken Kinsella	_____	_____
David Pusa	_____	_____
Carmen Duco	_____	_____
Kent Randle	_____	_____
Scott Ferguson	_____	_____
Johnnie Anthony	_____	_____
Raffi Ovian	_____	_____
Ed Dintelman	_____	_____
Michelle "Shelly" Schaefer	_____	_____
Chris Rothweiler	_____	_____
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 _____, 2020.

MAYOR

ATTEST:

CITY CLERK

ORDINANCE NO. 8873-2020

**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 adding the following Loading Zones under Schedule IV thereunder:

<u>Street Side</u>	<u>Location</u>
121 E. Washington St.	3 spaces for curbside pickup in southeast corner of parking lot at Main Library
3414 W. Main St.	2 spaces for curbside pickup in northeast corner of parking lot near alley at West Branch Library

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 _____, 2020 on the following roll call vote:

	<u>AYE</u>	<u>NAY</u>
Joe Hazel	_____	_____
Ken Kinsella	_____	_____
David Pusa	_____	_____
Carmen Duco	_____	_____
Kent Randle	_____	_____
Scott Ferguson	_____	_____
Johnnie Anthony	_____	_____
Raffi Ovian	_____	_____
Ed Dintelman	_____	_____
Michelle "Shelly" Schaefer	_____	_____
Chris Rothweiler	_____	_____
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 _____, 2020.

MAYOR

ATTEST:

CITY CLERK

FEDERAL TAX CERTIFICATE

Dated as of October 1, 2020

OF

CITY OF BELLEVILLE, ILLINOIS

\$6,975,000
General Obligation Refunding Bonds
Series 2020

FEDERAL TAX CERTIFICATE

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Exhibit A – Debt Service Schedule and Proof of Bond Yield

Exhibit B – IRS Form 8038-G

Exhibit C – Description of Property Comprising the Financed Facility

Exhibit D – Sample Annual Compliance Checklist

Exhibit E – Bond Compliance Policy and Procedure

* * *

FEDERAL TAX CERTIFICATE

THIS FEDERAL TAX CERTIFICATE (the “Tax Certificate”), is executed as of October 1, 2020, by the **CITY OF BELLEVILLE, ILLINOIS**, a political subdivision of the State of Illinois, duly created, organized and existing under and by virtue of the Constitution and laws of the State of Illinois (the “Issuer”).

RECITALS

1. This Tax Certificate is being executed and delivered in connection with the issuance by the Issuer of \$6,975,000 aggregate principal amount of General Obligation Refunding Bonds, Series 2020 (the “Bonds”), under an ordinance adopted by the City Council of the Issuer on September 21, 2020 (the “Ordinance”), for the purposes described in this Tax Certificate and in the Ordinance.

2. The Internal Revenue Code of 1986, as amended (the “Code”), and the applicable Regulations and rulings issued by the U.S. Treasury Department (the “Regulations”), impose certain limitations on the uses and investment of the Bond proceeds and of certain other money relating to the Bonds and set forth the conditions under which the interest on the Bonds will be excluded from gross income for federal income tax purposes.

3. The Issuer is executing this Tax Certificate in order to set forth certain facts, covenants, representations, and expectations relating to the use of Bond proceeds and the property financed or refinanced with those proceeds and the investment of the Bond proceeds and of certain other related money, in order to establish and maintain the exclusion of the interest on the Bonds from gross income for federal income tax purposes, and to provide guidance for complying with the arbitrage rebate and yield reduction amounts provisions of Code § 148(f).

4. The Issuer adopted a Bond Compliance Policy and Procedure on November 5, 2012 (the “Tax Compliance Procedure”), a copy of which is attached hereto as **Exhibit E**, for the purpose of setting out general procedures for the Issuer to continuously monitor and comply with the federal income tax requirements set out in the Code and the Regulations.

5. This Tax Certificate is entered into as required by the Tax Compliance Procedure to set out specific tax compliance procedures applicable to the Bonds.

NOW, THEREFORE, in consideration of the foregoing and the mutual representations, covenants and agreements set forth in this Tax Certificate, the Issuer represents, covenants and agrees as follows:

ARTICLE I

DEFINITIONS

Section 1.1. Definitions of Words and Terms. Except as otherwise provided in this Tax Certificate or unless the context otherwise requires, capitalized words and terms used in this Tax Certificate have the same meanings as set forth in the Ordinance, and certain other words and phrases have the

meanings assigned in Code §§ 103, 141-150 and the Regulations. The following words and terms used in this Tax Certificate have the following meanings:

“Annual Compliance Checklist” means a checklist for the Bonds designed to measure compliance with the requirements of this Tax Certificate and the Tax Compliance Procedure after the Issue Date, as further described in **Section 4.2** hereof and substantially in the form attached hereto as **Exhibit D**.

“Bona Fide Debt Service Fund” means a fund, which may include Bond proceeds, that (a) is used primarily to achieve a proper matching of revenues with principal and interest payments within each Bond Year; and (b) is depleted at least once each Bond Year, except for a reasonable carryover amount not to exceed the greater of (1) the earnings on the fund for the immediately preceding Bond Year, or (2) one-twelfth of the principal and interest payments on the Bonds for the immediately preceding Bond Year.

“Bond” or **“Bonds”** means any bond or bonds described in the recitals, authenticated and delivered under the Ordinance.

“Bond Compliance Officer” means the Director of Finance of the Issuer or other person named in the Tax Compliance Procedure.

“Bond Counsel” means Gilmore & Bell, P.C., or other firm of nationally recognized bond counsel acceptable to the Issuer.

“Bond Year” means each 1-year period (or shorter period for the first Bond Year) ending January 1, or another 1-year period selected by the Issuer.

“Code” means the Internal Revenue Code of 1986, as amended.

“Costs of Issuance Fund” means the fund by that name established pursuant to the Escrow Instructions.

“Escrow Agent” means BOKF, N.A., St. Louis, Missouri, and any successors or assigns.

“Escrow Fund” means the fund by that name established pursuant to the Escrow Instructions.

“Escrow Instructions” means the Letter of Escrow Instructions dated October 5, 2020 from the Issuer to the Escrow Agent.

“Final Written Allocation” means the written allocation of expenditures of proceeds of the Original Obligations maintained by the Bond Compliance Officer as part of the Tax-Advantaged Bond File, a summary of which is set forth on **Exhibit C**.

“Financed Facility” means the portion of the Project financed or refinanced with the proceeds of the Original Obligations as described on **Exhibit C**.

“Gross Proceeds” means (a) sale proceeds (any amounts actually or constructively received by the Issuer from the sale of the Bonds, including amounts used to pay underwriting discount or fees, but excluding pre-issuance accrued interest), (b) Investment proceeds (any amounts received from investing sale proceeds, other Investment proceeds or transferred proceeds), (c) any amounts held in a sinking fund for the Bonds, (d) any amounts held in a pledged fund or reserve fund for the Bonds, (e) any other

replacement proceeds, and (f) any transferred proceeds. Specifically, Gross Proceeds includes (but is not limited to) amounts held in the following funds and accounts:

- (A) Debt Service Fund.
- (B) Costs of Issuance Fund.
- (C) Escrow Fund.

“Guaranteed Investment Contract” is any Investment with specifically negotiated withdrawal or reinvestment provisions and a specifically negotiated interest rate, including any agreement to supply Investments on 2 or more future dates (*e.g.*, a forward supply contract).

“Investment” means any security, obligation, annuity contract or other investment-type property that is purchased directly with, or otherwise allocated to, Gross Proceeds. This term does not include a tax-exempt bond, except for “specified private activity bonds” as defined in Code § 57(a)(5)(C), but it does include the investment element of most interest rate caps.

“IRS” means the United States Internal Revenue Service.

“Issue Date” means October 5, 2020.

“Issuer” means the City of Belleville, Illinois and its successors and assigns, or any body, agency or instrumentality of the State of Illinois succeeding to or charged with the powers, duties and functions of the Issuer.

“Management or Service Agreement” means a legal agreement defined in Regulations § 1.141-3(b) as a management, service, or incentive payment contract with an entity that provides services involving all or a portion of any function of the Financed Facility, such as a contract to manage the entire Financed Facility or a portion of the Financed Facility. However, contracts for services that are solely incidental to the primary governmental function of the Financed Facility (for example, contracts for janitorial, office equipment repair, billing or similar services) are not treated as Management or Service Agreements.

“Measurement Period” means, with respect to each item of property financed as part of the Financed Facility with proceeds of the Original Obligations, the period beginning on the later of (a) the issue date of the Original Obligations or (b) the date the property was or will be placed in service, and ending on the earlier of (i) the final maturity date of the Bonds or (ii) the end of the expected economic useful life of the property.

“Minor Portion” means the lesser of \$100,000 or 5% of the sale proceeds of the Bonds.

“Net Proceeds” means, when used in reference to the Bonds, the sale proceeds (excluding pre-issuance accrued interest), less an allocable share of any proceeds deposited in a reasonably required reserve or replacement fund, plus an allocable share of all Investment earnings on such sale proceeds.

“Non-Qualified Use” means use of Bond proceeds or the Financed Facility in a trade or business carried on by any Non-Qualified User. The rules set out in Regulations § 1.141-3 determine whether Bond proceeds or the Financed Facility are “used” in a trade or business. Generally, ownership, a lease, or any other use that grants a Non-Qualified User a special legal right or entitlement with respect to the Financed Facility, will constitute use under Regulations § 1.141-3.

“Non-Qualified User” means any person or entity other than a Qualified User.

“Opinion of Bond Counsel” means the written opinion of Bond Counsel to the effect that the proposed action or the failure to act will not adversely affect the exclusion of the interest on the Bonds from gross income for federal income tax purposes.

“Ordinance” means the ordinance adopted by the City Council of the Issuer on September 21, 2020, which authorized the issuance of the Bonds.

“Original Obligations” means the (a) Series 2003 Bonds and (b) Series 2011A Bonds, which were the first issues of tax-exempt governmental bonds that financed or refinanced a portion of the Financed Facility.

“Post-Issuance Tax Requirements” means those requirements related to the use of proceeds of the Bonds, the use of the Financed Facility and the investment of Gross Proceeds after the Issue Date.

“Project” means all of the property acquired, developed, constructed, renovated, and equipped by the Issuer using proceeds of the Original Obligations and Qualified Equity, all as described on **Exhibit C**.

“Purchaser” means BMO Harris Bank, N.A., Chicago, Illinois, as the original purchaser of the Bonds.

“Qualified Equity” means funds that are not derived from proceeds of a tax-exempt financing that are spent on the Project at any time during the period beginning not earlier than the later of (a) 60 days prior to the Official Intent Date or (b) three years prior to the Issue Date, and ending not later than the date the Project is capable of and actually used at substantially its designed level. Qualified Equity excludes an ownership interest in real property or tangible personal property.

“Qualified Use Agreement” means any of the following:

(1) A lease or other short-term use by members of the general public who occupy the Financed Facility on a short-term basis in the ordinary course of the Issuer’s governmental purposes.

(2) Agreements with Qualified Users or Non-Qualified Users to use all or a portion of the Financed Facility for a period up to 200 days in length pursuant to an arrangement whereby (a) the use of the Financed Facility under the same or similar arrangements is predominantly by natural persons who are not engaged in a trade or business and (b) the compensation for the use is determined based on generally applicable, fair market value rates that are in effect at the time the agreement is entered into or renewed. Any Qualified User or Non-Qualified User using all or any portion of the Financed Facility under this type of arrangement may have a right of first refusal to renew the agreement at rates generally in effect at the time of the renewal.

(3) Agreements with Qualified Users or Non-Qualified Users to use all or a portion of the Financed Facility for a period up to 100 days in length pursuant to arrangements whereby (a) the use of the property by the person would be general public use but for the fact that generally applicable and uniformly applied rates are not reasonably available to natural persons not engaged in a trade or business, (b) the compensation for the use under the arrangement is determined based on applicable, fair market value rates that are in effect at the time the agreement is entered into or renewed, and (c) the Financed Facility was not constructed for a principal purpose of providing the property for use by that Qualified User or Non-Qualified User. Any Qualified User or Non-

Qualified User using all or any portion of the Financed Facility under this type of arrangement may have a right of first refusal to renew the agreement at rates generally in effect at the time of the renewal.

(4) Agreements with Qualified Users or Non-Qualified Users to use all or a portion of the Financed Facility for a period up to 50 days in length pursuant to a negotiated arm's-length arrangement at fair market value so long as the Financed Facility was not constructed for a principal purpose of providing the property for use by that person.

“Qualified User” means a State, territory, possession of the United States, the District of Columbia, or any political subdivision thereof, or any instrumentality of such entity, but it does not include the United States or any agency or instrumentality of the United States.

“Refunded Obligations” means, collectively, the Series 2009 Refunded Bonds and the Series 2011A Refunded Bonds.

“Regulations” means all Regulations issued by the U.S. Treasury Department to implement the provisions of Code §§ 103 and 141 through 150 and applicable to the Bonds.

“Series 2003 Bonds” means the Issuer's \$3,855,000 original principal amount of General Obligation Bonds, Series 2003, issued on February 18, 2003, the proceeds of which financed new money capital expenditures.

“Series 2009 Bonds” means the Issuer's \$3,385,000 original principal amount of General Obligation Refunding Bonds, Series 2009, issued on December 16, 2009, the proceeds of which refunded the Series 2003 Bonds.

“Series 2009 Refunded Bonds” means the Series 2009 Bonds maturing in the years 2021 and thereafter, in the aggregate principal amount of \$1,750,000.

“Series 2011A Bonds” means the Issuer's \$5,000,000 original principal amount of General Obligation Bonds, Series 2011A, issued on February 17, 2011, the proceeds of which financed new money capital expenditures.

“Series 2011A Refunded Bonds” means the Series 2011A Bonds maturing in the years 2027 and thereafter, in the aggregate principal amount of \$5,000,000.

“Tax-Advantaged Bond File” means documents and records for the Bonds and the Original Obligations maintained by the Bond Compliance Officer pursuant to the Tax Compliance Procedure.

“Tax Certificate” means this Federal Tax Certificate as it may from time to time be amended and supplemented in accordance with its terms.

“Tax Compliance Procedure” means the Issuer's Bond Compliance Policy and Procedure, dated November 5, 2012, a copy of which is attached hereto as **Exhibit E**.

“Transcript” means the Transcript of Proceedings relating to the authorization and issuance of the Bonds.

“Yield” means yield on the Bonds, computed under Regulations § 1.148-4, and yield on an Investment, computed under Regulations § 1.148-5.

ARTICLE II

GENERAL REPRESENTATIONS AND COVENANTS

Section 2.1. Representations and Covenants of the Issuer. The Issuer represents and covenants as follows:

(a) *Organization and Authority.* The Issuer (1) is a political subdivision organized and existing under the laws of the State of Illinois, (2) has lawful power and authority to issue the Bonds for the purposes set forth in the Ordinance, to adopt the Ordinance, to enter into, execute and deliver the Bonds and this Tax Certificate and to carry out its obligations under this Tax Certificate and under such documents, and (3) by all necessary action has been duly authorized to execute and deliver the Bonds and this Tax Certificate, acting by and through its duly authorized officials.

(b) *Tax-Exempt Status of Bonds—General Covenant and Allocation of Proceeds to Project.*

(1) The Issuer (to the extent within its power or direction) will not use any money on deposit in any fund or account maintained in connection with the Bonds, whether or not such money was derived from the proceeds of the sale of the Bonds or from any other source, in a manner that would cause the Bonds to be “arbitrage bonds,” within the meaning of Code § 148, and will not (to the extent within its power or direction) otherwise use or permit the use of any Bond proceeds or any other funds of the Issuer, directly or indirectly, in any manner, or take or permit to be taken any other action or actions, that would cause interest on the Bonds to be included in gross income for federal income tax purposes.

(2) The Issuer has accounted for the expenditure of the Bond proceeds and Qualified Equity for the Project as described in **Section 4.2**. For purposes of the following covenants related to the use of the Financed Facility portion of the Project, any Non-Qualified Use shall be treated as first allocated entirely to the portion of the Project financed with Qualified Equity.

(c) *Governmental Obligations—Use of Proceeds.* Throughout the Measurement Period, (1) all of the Financed Facility has been and is expected to be owned by the Issuer or another Qualified User, (2) no portion of the Financed Facility has been or is expected to be used in a Non-Qualified Use, and (3) the Issuer will not permit any Non-Qualified Use of the Financed Facility without first consulting with Bond Counsel.

(d) *Governmental Obligations—Private Security or Payment.* As of the Issue Date, the Issuer expects that none of the principal of and interest on the Bonds will be, and the payment of principal of and interest on the Refunded Obligations has not been (under the terms of the Bonds or any underlying arrangement), directly or indirectly:

(1) secured by (i) any interest in property used or to be used for a Non-Qualified Use, or (ii) any interest in payments in respect of such property; or

(2) derived from payments (whether or not such payments are made to the Issuer) in respect of property, or borrowed money, used or to be used for a Non-Qualified Use.

For purposes of the foregoing, taxes of general application, including payments in lieu of taxes, are not treated as private payments or as private security. The Issuer will not permit any private security or payment with respect to the Bonds without first consulting with Bond Counsel.

(e) *No Private Loan.* Not more than 5% of the net proceeds of the Bonds will be loaned directly or indirectly to any Non-Qualified User.

(f) *Management or Service Agreements.* As of the Issue Date, the Issuer has no Management or Service Agreements with Non-Qualified Users. During the Measurement Period the Issuer will not enter into or renew any Management or Service Agreement with any Non-Qualified User without first consulting with Bond Counsel.

(g) *Leases.* As of the Issue Date, the Issuer has not entered into any leases of any portion of the Financed Facility other than Qualified Use Agreements during the Measurement Period. During the Measurement Period the Issuer will not enter into or renew any lease or similar agreement or arrangement other than a Qualified Use Agreement without first consulting with Bond Counsel.

(h) *Limit on Maturity of Bonds.* A list of the assets included in the Project and a computation of the “average reasonably expected economic life” is attached to this Tax Certificate as **Exhibit C**. Based on this computation, the “average maturity” of the Bonds as computed by Bond Counsel, does not exceed the average reasonably expected economic life of the Financed Facility, as such terms are used in Code § 147(b). The “average reasonably expected economic life” of the Financed Facility was determined as follows: the average economic life of the Project as of the issue dates of the Original Obligations was first multiplied by 120%, then reduced by the number of years elapsed from the respective issue date of the Original Obligations to the Issue Date.

(i) *Expenditure of Bond Proceeds.*

(1) General. The Issuer evidenced each allocation of the proceeds of the Original Obligations and Qualified Equity for the Project to an expenditure in writing. No allocation was made more than 18 months following the later of (i) the date of the expenditure or (ii) the date the Financed Facility was placed in service.

(2) Reimbursement of Expenditures. No portion of the Net Proceeds of the Original Obligations was used to reimburse an expenditure paid by the Issuer more than 60 days prior to the date the Issuer declared its intent to finance the Financed Facility with tax-exempt bonds and to reimburse the Issuer for expenditures made for the Financed Facility prior to the issuance of those bonds, except as described in the tax certificates and agreements for the Original Obligations.

(j) *Registered Bonds.* The Ordinance requires that all of the Bonds will be issued and held in registered form within the meaning of Code § 149(a).

(k) *Bonds Not Federally Guaranteed.* The Issuer will not take any action or permit any action to be taken which would cause any Bond to be “federally guaranteed” within the meaning of Code § 149(b).

(l) *IRS Form 8038-G.* Bond Counsel will prepare Form 8038-G (Information Return for Tax-Exempt Governmental Obligations) based on the representations and covenants of the Issuer contained in this Tax Certificate or otherwise provided by the Issuer. Bond Counsel will sign the return as a paid preparer following completion and will then deliver copies to the Issuer for execution and for the Issuer’s records.

The Issuer agrees to timely execute and return to Bond Counsel the execution copy of Form 8038-G for filing with the IRS. An “as-filed” copy of the Form 8038-G, along with proof of filing, will be included as **Exhibit B**.

(m) *Hedge Bonds.* At least 85% of the net sale proceeds (the sale proceeds of the Original Obligations less any sale proceeds invested in a reserve fund) of the Original Obligations were used to carry out the governmental purpose of the Original Obligations within 3 years after the issue date of the Original Obligations, and not more than 50% of the proceeds of the Original Obligations were invested in Investments having a substantially guaranteed Yield for 4 years or more.

(n) *Compliance with Future Tax Requirements.* The Issuer understands that the Code and the Regulations may impose new or different restrictions and requirements on the Issuer in the future. The Issuer will comply with such future restrictions that are necessary to maintain the exclusion of the interest on the Bonds from gross income for federal income tax purposes.

(o) *Single Issue; No Other Issues.* The Bonds constitute a single “issue” under Regulations § 1.150-1(c). No other debt obligations of the Issuer (1) are being sold within 15 days of the sale of the Bonds, (2) are being sold under the same plan of financing as the Bonds, and (3) are expected to be paid from substantially the same source of funds as the Bonds (disregarding guarantees from unrelated parties, such as bond insurance).

(p) *Interest Rate Swap.* As of the Issue Date, the Issuer has not entered into an interest rate swap agreement or any other similar arrangement designed to modify its interest rate risk with respect to the Bonds or the Refunded Obligations. The Issuer will not enter into any such arrangement in the future without first consulting with Bond Counsel.

(q) *Guaranteed Investment Contract.* As of the Issue Date, the Issuer does not expect to enter into a Guaranteed Investment Contract for any Gross Proceeds of the Bonds. The Issuer will be responsible for complying with **Section 4.4(d)** if it decides to enter into a Guaranteed Investment Contract at a later date.

(r) *Bank Qualified Tax-Exempt Obligation.* The Issuer designates the Bonds as “qualified tax-exempt obligations” under Code § 265(b)(3), and with respect to this designation certifies as follows:

(1) the Issuer reasonably anticipates that the amount of tax-exempt obligations (other than private activity bonds that are not qualified 501(c)(3) bonds) that will be issued by or on behalf of the Issuer (and all subordinate entities of the Issuer) during the calendar year that the Bonds are issued, including the Bonds, will not exceed \$10,000,000; and

(2) the Issuer (including all subordinate entities of the Issuer) will not issue tax-exempt obligations (other than private activity bonds that are not qualified 501(c)(3) bonds) during the calendar year that the Bonds are issued, including the Bonds, in an aggregate principal amount or aggregate issue price in excess of \$10,000,000, without first obtaining an Opinion of Bond Counsel that the designation of the Bonds as “qualified tax-exempt obligations” will not be adversely affected.

Section 2.2. Survival of Representations and Covenants. All representations, covenants and certifications contained in this Tax Certificate or in any certificate or other instrument delivered by the Issuer under this Tax Certificate, will survive the execution and delivery of such documents and the issuance

of the Bonds, as representations of facts existing as of the date of execution and delivery of the instruments containing such representations. The foregoing covenants of this Section will remain in full force and effect notwithstanding the defeasance of the Bonds.

ARTICLE III

ARBITRAGE CERTIFICATIONS AND COVENANTS

Section 3.1. General. The purpose of this **Article III** is to certify, under Regulations § 1.148-2(b), the Issuer's expectations as to the sources, uses and investment of Bond proceeds and other money, in order to support the Issuer's conclusion that the Bonds are not arbitrage bonds. The individuals executing this Tax Certificate on behalf of the Issuer are officers of the Issuer responsible for issuing the Bonds.

Section 3.2. Reasonable Expectations. The facts, estimates and expectations set forth in this **Article III** are based upon and in reliance upon the Issuer's understanding of the documents and certificates that comprise the Transcript, and the representations, covenants and certifications of the parties contained therein. To the Issuer's knowledge, the facts and estimates set forth in this Tax Certificate are accurate, and the expectations of the Issuer set forth in this Tax Certificate are reasonable. The Issuer has no knowledge that would cause it to believe that the representations, warranties and certifications described in this Tax Certificate are unreasonable or inaccurate or may not be relied upon.

Section 3.3. Purposes of the Financing. The Bonds are being issued for the purpose of providing funds to refund the Refunded Obligations and pay certain costs of issuing the Bonds. The purpose of refunding the Refunded Obligations is to (a) achieve interest cost savings, (b) reduce the debt service requirements for the next several years, and (c) provide an orderly plan of financing.

Section 3.4. Funds and Accounts. The Debt Service Fund has been established under the Ordinance. In addition, the Escrow Fund and the Costs of Issuance Fund are established in the custody of the Escrow Agent under the Escrow Instructions.

Section 3.5. Amount and Use of Bond Proceeds.

(a) *Amount of Bond Proceeds.* The total proceeds to be received by the Issuer from the sale of the Bonds will be \$6,975,000, representing the original principal amount of the Bonds.

(b) *Use of Bond Proceeds.* The Bond proceeds are expected to be allocated to expenditures as follows:

(1) The sum of \$73,684.92 from the proceeds of the Bonds shall be transferred to the Escrow Agent and deposited in the Costs of Issuance Fund and shall be disbursed to pay the costs of issuing the Bonds, including the fees of attorneys, financial consultants, accountants, rating agencies, printers and others employed to render professional services and other costs, fees and expenses incurred in connection with the issuance of the Bonds. Any such money not used for such purpose shall be applied to the payment of interest due on the Bonds on January 1, 2021.

(2) The sum of \$6,901,315.08 from the proceeds of the Bonds shall be transferred to the Escrow Agent and deposited in the Escrow Fund to pay (i) the principal of and interest on the Series 2009 Refunded Bonds on November 5, 2020, the redemption date of the Series 2009

Refunded Bonds, and (ii) the principal of and interest on the Series 2011A Refunded Bonds on January 1, 2021, the redemption date of the Series 2011A Refunded Bonds.

Section 3.6. Reserved.

Section 3.7. Current Refunding.

(a) *Proceeds Used For Current Refunding.* Proceeds of the Bonds will be used to pay principal of and interest on the Refunded Obligations. All of these proceeds will be spent not later than 90 days after the Issue Date.

(b) *Transferred Proceeds.* There are no unspent proceeds (sale proceeds, Investment proceeds or transferred proceeds) of the Refunded Obligations. Therefore there are no transferred proceeds of the Bonds.

Section 3.8. Project Completion. The Financed Facility has previously been completed.

Section 3.9. Sinking Funds. The Issuer is required to make periodic payments in amounts sufficient to pay the principal of and interest on the Bonds. These payments will be deposited into the Debt Service Fund. Except for the Debt Service Fund, no sinking fund or other similar fund that is expected to be used to pay principal of or interest on the Bonds has been established or is expected to be established. The Debt Service Fund is used primarily to achieve a proper matching of revenues with principal and interest payments on the Bonds within each Bond Year, and the Issuer expects that the Debt Service Fund will qualify as a Bona Fide Debt Service Fund.

Section 3.10. Reserve, Replacement and Pledged Funds.

(a) *Debt Service Reserve Fund.* No reserve or replacement fund has been established for the Bonds.

(b) *No Other Replacement or Pledged Funds.* None of the Bond proceeds will be used as a substitute for other funds that were intended or earmarked to pay costs of the Financed Facility or refund the Refunded Obligations, and that instead has been or will be used to acquire higher Yielding Investments. Except for the Debt Service Fund, there are no other funds pledged or committed in a manner that provides a reasonable assurance that such funds would be available for payment of the principal of or interest on the Bonds if the Issuer encounters financial difficulty.

Section 3.11. Purpose Investment Yield. The proceeds of the Bonds will not be used to purchase an Investment for the purpose of carrying out the governmental purpose of the financing.

Section 3.12. Issue Price and Yield on Bonds.

(a) *Issue Price.* Based on the Purchaser's certifications in the Purchaser's Receipt for Bonds and Closing Certificate, the issue price of the Bonds pursuant to Regulations § 1.148-1(f)(2)(i) (relating to the so-called "private placement rule") is the price paid by the Purchaser (\$6,975,000).

(b) *Bond Yield.* Based on the issue price, the Yield on the Bonds is 1.320453%, as computed by Bond Counsel as shown on **Exhibit A**. The Issuer has not entered into an interest rate swap agreement with respect to any portion of the proceeds of the Bonds.

Section 3.13. Miscellaneous Arbitrage Matters.

(a) *No Abusive Arbitrage Device.* The Bonds are not and will not be part of a transaction or series of transactions that has the effect of (1) enabling the Issuer to exploit the difference between tax-exempt and taxable interest rates to gain a material financial advantage, and (2) overburdening the tax-exempt bond market.

(b) *No Over-Issuance.* The sale proceeds of the Bonds, together with expected Investment earnings thereon, do not exceed the cost of the governmental purpose of the Bonds as described above.

Section 3.14. Conclusion. On the basis of the facts, estimates and circumstances set forth in this Tax Certificate, the Issuer does not expect that the Bond proceeds will be used in a manner that would cause any Bond to be an “arbitrage bond” within the meaning of Code § 148 and the Regulations.

ARTICLE IV

POST-ISSUANCE TAX REQUIREMENTS, POLICIES AND PROCEDURES

Section 4.1. General.

(a) *Purpose of Article.* The purpose of this Article is to supplement the Tax Compliance Procedure and to set out specific policies and procedures governing compliance with the federal income tax requirements that apply after the Bonds are issued. The Issuer recognizes that interest on the Bonds will remain excludable from gross income only if the Post-Issuance Tax Requirements are followed after the Issue Date. The Issuer further acknowledges that written evidence substantiating compliance with the Post-Issuance Tax Requirements must be retained in order to permit the Bonds to be refinanced with tax-exempt obligations and substantiate the position that interest on the Bonds is exempt from gross income in the event of an audit of the Bonds by the IRS.

(b) *Written Policies and Procedures of the Issuer.* The Issuer intends for the Tax Compliance Procedure, as supplemented by this Tax Certificate, to be its primary written policies and procedures for monitoring compliance with the Post-Issuance Tax Requirements for the Bonds and to supplement any other formal policies and procedures related to tax compliance that the Issuer has established. The provisions of this Tax Certificate are intended to be consistent with the Tax Compliance Procedure. In the event of any inconsistency between the Tax Compliance Procedure and this Tax Certificate, the terms of this Tax Certificate will govern.

(c) *Bond Compliance Officer.* The Issuer when necessary to fulfill its Post-Issuance Tax Requirements will, through its Bond Compliance Officer, sign Form 8038-T in connection with the payment of arbitrage rebate or yield reduction amounts, participate in any federal income tax audit of the Bonds or related proceedings under a voluntary compliance agreement procedures (VCAP) or undertake a remedial action procedure pursuant to Regulations § 1.141-12. In each case, all costs and expenses incurred by the Issuer shall be treated as a reasonable cost of administering the Bonds and the Issuer shall be entitled to reimbursement and recovery of its costs to the same extent as provided in the Ordinance or State law.

Section 4.2. Record Keeping; Use of Bond Proceeds and Use of Financed Facility.

(a) *Record Keeping.* The Bond Compliance Officer will maintain the Tax-Advantaged Bond File for the Bonds in accordance with the Tax Compliance Procedure. Unless otherwise specifically instructed in a written Opinion of Bond Counsel or to the extent otherwise provided in this Tax Certificate, the Bond Compliance Officer shall retain records related to the Post-Issuance Tax Requirements until 3 years following the final maturity of (1) the Bonds or (2) any obligation issued to refund the Bonds. Any records maintained electronically must comply with Section 4.01 of Revenue Procedure 97-22, which generally provides that an electronic storage system must (A) ensure an accurate and complete transfer of the hardcopy records which indexes, stores, preserves, retrieves and reproduces the electronic records, (B) include reasonable controls to ensure integrity, accuracy and reliability of the electronic storage system and to prevent unauthorized alteration or deterioration of electronic records, (C) exhibit a high degree of legibility and readability both electronically and in hardcopy, (D) provide support for other books and records of the Issuer and (E) not be subject to any agreement that would limit the ability of the IRS to access and use the electronic storage system on the Issuer's premises.

(b) *Accounting and Allocation of Bond Proceeds and Qualified Equity to Expenditures.* Proceeds of the Bonds will be used as described in **Sections 3.5** and **3.7**. The Bond Compliance Officer will maintain accounting records showing the investment and expenditure of this money as part of the Tax-Advantaged Bond File. The Bond Compliance Officer has prepared written records substantiating the allocation of proceeds the Original Obligations to the Financed Facility through requisitions from the project funds established under the ordinances authorizing the Original Obligations. This allocation is summarized on **Exhibit C** and is intended to constitute the Final Written Allocation for the Original Obligations.

(c) *Annual Compliance Checklist.* Attached as **Exhibit D** is a sample Annual Compliance Checklist for the Bonds. The Bond Compliance Officer will prepare and complete an Annual Compliance Checklist for the Financed Facility at least annually in accordance with the Tax Compliance Procedure. In the event the Annual Compliance Checklist identifies a deficiency in compliance with the requirements of this Tax Certificate, the Bond Compliance Officer will take the actions identified in advice or an Opinion of Bond Counsel to correct any deficiency.

(d) *Opinions of Bond Counsel.* The Bond Compliance Officer is responsible for obtaining and delivering to the Issuer any advice or Opinion of Bond Counsel required under the provisions of this Tax Certificate, including any advice or Opinion of Bond Counsel required by this Tax Certificate or the Annual Compliance Checklist.

Section 4.3. Temporary Periods/Yield Restriction. Except as described below, the Issuer will not invest Gross Proceeds at a Yield greater than the Yield on the Bonds:

(a) *Costs of Issuance.* Bond proceeds held in the Costs of Issuance Fund may be invested without Yield restriction for 13 months.

(b) *Escrow Fund.* Bond proceeds held in the Escrow Fund may be invested without Yield restriction for up to 90 days after the Issue Date.

(c) *Debt Service Fund.* To the extent that the Debt Service Fund qualifies as a Bona Fide Debt Service Fund, money in such fund may be invested without Yield restriction for 13 months after the date of

deposit. Earnings on such amounts may be invested without Yield restriction for 1 year after the date of receipt of such earnings.

(d) *Minor Portion.* In addition to the amounts described above, Gross Proceeds not exceeding the Minor Portion may be invested without Yield restriction.

Section 4.4. Procedures for Establishing Fair Market Value.

(a) *General.* No Investment may be acquired with Gross Proceeds for an amount (including transaction costs) in excess of the fair market value of such Investment, or sold or otherwise disposed of for an amount (including transaction costs) less than the fair market value of the Investment. The fair market value of any Investment is the price a willing buyer would pay to a willing seller to acquire the Investment in a bona fide, arm's-length transaction. Fair market value will be determined in accordance with Regulations § 1.148-5.

(b) *Established Securities Market.* Except for Investments purchased for a Yield-restricted defeasance escrow, if an Investment is purchased or sold in an arm's-length transaction on an established securities market (within the meaning of Code § 1273), the purchase or sale price constitutes the fair market value. Where there is no established securities market for an Investment, market value must be established using 1 of the paragraphs below. The fair market value of Investments purchased for a Yield-restricted defeasance escrow must be determined in a bona fide solicitation for bids that complies with Regulations § 1.148-5.

(c) *Certificates of Deposit.* The purchase price of a certificate of deposit (a "CD") is treated as its fair market value on the purchase date if (1) the CD has a fixed interest rate, a fixed payment schedule, and a substantial penalty for early withdrawal, (2) the Yield on the CD is not less than the Yield on reasonably comparable direct obligations of the United States, and (3) the Yield is not less than the highest Yield published or posted by the CD issuer to be currently available on reasonably comparable CDs offered to the public.

(d) *Guaranteed Investment Contracts.* The Issuer is applying Regulations § 1.148-5(d)(6)(iii)(A) to the Bonds. The purchase price of a Guaranteed Investment Contract is treated as its fair market value on the purchase date if all of the following requirements are met:

(1) Bona Fide Solicitation for Bids. The Issuer makes a bona fide solicitation for the Guaranteed Investment Contract, using the following procedures:

(A) The bid specifications are in writing and are timely forwarded to potential providers, or are made available on an internet website or other similar electronic media that is regularly used to post bid specifications to potential bidders. A writing includes a hard copy, a fax, or an electronic e-mail copy.

(B) The bid specifications include all "material" terms of the bid. A term is material if it may directly or indirectly affect the Yield or the cost of the Guaranteed Investment Contract.

(C) The bid specifications include a statement notifying potential providers that submission of a bid is a representation (i) that the potential provider did not consult with any other potential provider about its bid, (ii) that the bid was determined without

regard to any other formal or informal agreement that the potential provider has with the Issuer or any other person (whether or not in connection with the bond issue), and (iii) that the bid is not being submitted solely as a courtesy to the Issuer or any other person, for purposes of satisfying the requirements of the Regulations.

(D) The terms of the bid specifications are “commercially reasonable.” A term is commercially reasonable if there is a legitimate business purpose for the term other than to increase the purchase price or reduce the Yield of the Guaranteed Investment Contract.

(E) The terms of the solicitation take into account the Issuer’s reasonably expected deposit and draw-down schedule for the amounts to be invested.

(F) All potential providers have an equal opportunity to bid. If the bidding process affords any opportunity for a potential provider to review other bids before providing a bid, then providers have an equal opportunity to bid only if all potential providers have an equal opportunity to review other bids. Thus, no potential provider may be given an opportunity to review other bids that is not equally given to all potential providers (that is no exclusive “last look”).

(G) At least 3 “reasonably competitive providers” are solicited for bids. A reasonably competitive provider is a provider that has an established industry reputation as a competitive provider of the type of Investments being purchased.

(2) Bids Received. The bids received must meet all of the following requirements:

(A) At least 3 bids are received from providers that were solicited as described above and that do not have a “material financial interest” in the issue. For this purpose, (i) a lead underwriter in a negotiated underwriting transaction is deemed to have a material financial interest in the issue until 15 days after the Issue Date of the issue, (ii) any entity acting as a financial advisor with respect to the purchase of the Guaranteed Investment Contract at the time the bid specifications are forwarded to potential providers has a material financial interest in the issue, and (iii) a provider that is a related party to a provider that has a material financial interest in the issue is deemed to have a material financial interest in the issue.

(B) At least 1 of the 3 bids received is from a reasonably competitive provider, as defined above.

(C) If an agent or broker is used to conduct the bidding process, the agent or broker did not bid to provide the Guaranteed Investment Contract.

(3) Winning Bid. The winning bid is the highest yielding bona fide bid (determined net of any broker’s fees).

(4) Fees Paid. The obligor on the Guaranteed Investment Contract certifies the administrative costs that it pays (or expects to pay, if any) to third parties in connection with supplying the Guaranteed Investment Contract.

(5) Records. The Issuer retains the following records with the Bond documents until 3 years after the last outstanding Bond is redeemed:

(A) A copy of the Guaranteed Investment Contract.

(B) The receipt or other record of the amount actually paid for the Guaranteed Investment Contract, including a record of any administrative costs paid by the Issuer, and the certification as to fees paid, described in paragraph (d)(4) above.

(C) For each bid that is submitted, the name of the person and entity submitting the bid, the time and date of the bid, and the bid results.

(D) The bid solicitation form and, if the terms of Guaranteed Investment Contract deviated from the bid solicitation form or a submitted bid is modified, a brief statement explaining the deviation and stating the purpose for the deviation.

(e) *Other Investments*. If an Investment is not described above, the fair market value may be established through a competitive bidding process, as follows:

(1) at least 3 bids on the Investment must be received from persons with no financial interest in the Bonds (*e.g.*, as underwriters or brokers); and

(2) the Yield on the Investment must be equal to or greater than the Yield offered under the highest bid.

Section 4.5. Rebate Instructions. All sale proceeds of the Bonds and Investment earnings thereon will be (a) transferred to the Escrow Agent to currently refund the Refunded Obligations, or (b) deposited in the Costs of Issuance Fund and used to pay costs of issuance for the Bonds. Any amounts not used to pay the costs of issuance for the Bonds remaining in the Costs of Issuance Fund after January 1, 2021 will be transferred to the Debt Service Fund. Other than the Debt Service Fund, no sinking, pledge, or reserve fund or other similar fund has been or is expected to be established for the Bonds. Additionally, the Issuer expects the Debt Service Fund to qualify as a Bona Fide Debt Service Fund in each Bond Year. Based on these certifications, Bond Counsel has advised the Issuer that no rebate computations are necessary with respect to the Bonds, so long as the proceeds are spent for the purposes described in this paragraph. If the proceeds are not so spent, if the Debt Service Fund fails to qualify as a Bona Fide Debt Service Fund in any Bond Year, or if the Issuer establishes any sinking, pledge, reserve fund or other similar fund, the Issuer is obligated to engage Bond Counsel, an independent certified public accountant or a rebate analyst to compute arbitrage rebate on the Bonds and to pay rebate to the United States at least once every five years, and within 60 days after the discharge of the last Bond, in accordance with Code § 148(f).

Section 4.6. Filing Requirements. The Issuer will file or cause to be filed with the IRS such reports or other documents as are required by the Code in accordance with an Opinion of Bond Counsel.

ARTICLE V

MISCELLANEOUS PROVISIONS

Section 5.1. Term of Tax Certificate. This Tax Certificate will be effective concurrently with the issuance and delivery of the Bonds and will continue in force and effect until the principal of, redemption premium, if any, and interest on all Bonds have been fully paid and all such Bonds are cancelled; provided that, the provisions of **Article IV** of this Tax Certificate regarding payment of arbitrage rebate and yield reduction amounts and all related penalties and interest will remain in effect until all such amounts are paid to the United States and the provisions of **Section 4.2** hereof relating to record keeping shall continue in force for the period described therein for records to be retained.

Section 5.2. Amendments. This Tax Certificate may be amended from time to time by the parties to this Tax Certificate without notice to or the consent of any of the Registered Owners, but only if such amendment is in writing and is accompanied by an Opinion of Bond Counsel to the effect that, under then existing law, assuming compliance with this Tax Certificate as so amended such amendment will not cause interest on any Bond to be included in gross income for federal income tax purposes. No such amendment will become effective until the Issuer receives this Opinion of Bond Counsel.

Section 5.3. Opinion of Bond Counsel. The Issuer may deviate from the provisions of this Tax Certificate if furnished with an Opinion of Bond Counsel to the effect that the proposed deviation will not adversely affect the exclusion of interest on the Bonds from gross income for federal income tax purposes. The Issuer will comply with any further or different instructions provided in an Opinion of Bond Counsel to the effect that the further or different instructions need to be complied with in order to maintain the validity of the Bonds or the exclusion from gross income of interest on the Bonds.

Section 5.4. Reliance. In delivering this Tax Certificate the Issuer is making only those certifications, representations and agreements as are specifically attributed to it in this Tax Certificate. The Issuer is not aware of any facts or circumstances which would cause it to question the accuracy of the facts, circumstances, estimates or expectations of any other party providing certifications as part of this Tax Certificate and, to the best of its knowledge, those facts, circumstances, estimates and expectations are reasonable. The Issuer understands that its certifications will be relied upon by the law firm of Gilmore & Bell, P.C., in rendering its opinion as to the validity of the Bonds and the exclusion from federal gross income of the interest on the Bonds.

Section 5.5. Severability. If any provision in this Tax Certificate or in the Bonds is determined to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not be affected or impaired.

Section 5.6. Benefit of Agreement. This Tax Certificate is binding upon the Issuer its respective successors and assigns, and inures to the benefit of the parties to this Tax Certificate and the owners of the Bonds. Nothing in this Tax Certificate or in the Ordinance or the Bonds, express or implied, gives to any person, other than the parties to this Tax Certificate, their successors and assigns, and the owners of the Bonds, any benefit or any legal or equitable right, remedy or claim under this Tax Certificate.

Section 5.7. Default, Breach and Enforcement. Any misrepresentation of a party contained herein or any breach of a covenant or agreement contained in this Tax Certificate may be pursued by the Bondowners pursuant to the terms of the Ordinance or any other document which references this Tax Certificate and gives remedies for a misrepresentation or breach thereof.

Section 5.8. Execution in Counterparts. This Tax Certificate may be executed in any number of counterparts, each of which so executed will be deemed to be an original, but all such counterparts will together constitute the same instrument.

Section 5.9. Governing Law. This Tax Certificate will be governed by and construed in accordance with the laws of the State of Illinois.

Section 5.10. Electronic Transactions. The transaction described in this Tax Certificate may be conducted, and related documents may be sent, received or stored, by electronic means.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the undersigned, by their execution of this Tax Certificate, hereby make the foregoing certifications, representations, and agreements contained in this Tax Certificate on behalf of the Issuer as of the Issue Date.

CITY OF BELLEVILLE, ILLINOIS

By: _____
Title: Mayor

By: _____
Title: Bond Compliance Officer

EXHIBIT A

DEBT SERVICE SCHEDULE AND PROOF OF BOND YIELD

EXHIBIT B

IRS FORM 8038-G

EXHIBIT C

DESCRIPTION OF PROPERTY COMPRISING THE FINANCED FACILITY

EXHIBIT D

**SAMPLE
ANNUAL COMPLIANCE CHECKLIST**

Name of tax-exempt bonds (“Bonds”) financing Financed Facility:	General Obligation Refunding Bonds, Series 2020
Issue Date of Bonds:	October 5, 2020
Placed in service date of Financed Facility:	
Name of Bond Compliance Officer:	
Period covered by request (“Annual Period”):	

Item	Question	Response
1 Ownership	Was the entire Financed Facility owned by the Issuer during the entire Annual Period? If “Yes,” skip to Item 2.	<input type="checkbox"/> Yes <input type="checkbox"/> No
	If answer above was “No,” was advice of Bond Counsel obtained prior to the transfer? If Yes, include a description of the advice in the Tax-Advantaged Bond File. If No, contact Bond Counsel and include description of resolution in the Tax-Advantaged Bond File.	<input type="checkbox"/> Yes <input type="checkbox"/> No

2 Leases & Other Rights to Possession	During the Annual Period, was any part of the Financed Facility leased at any time pursuant to a lease or similar agreement for more than 50 days? If “No,” skip to Item 3.	<input type="checkbox"/> Yes <input type="checkbox"/> No
	If answer above was “Yes,” was advice of Bond Counsel obtained prior to entering into the lease or other arrangement? If Yes, include a description of the advice in the Tax-Advantaged Bond File. If No, contact Bond Counsel and include description of resolution in the Tax-Advantaged Bond File.	<input type="checkbox"/> Yes <input type="checkbox"/> No

Item	Question	Response
3 Management or Service Agreements	During the Annual Period, has the management of all or any part of the operations of the Financed Facility (e.g., cafeteria, gift shop, etc.) been assumed by or transferred to another entity? If "No," skip to Item 4.	<input type="checkbox"/> Yes <input type="checkbox"/> No
	If answer above was "Yes," was advice of Bond Counsel obtained prior to entering into the Management or Service Agreement? If Yes, include a description of the advice in the Tax-Advantaged Bond File. If No, contact Bond Counsel and include description of resolution in the Tax-Advantaged Bond File.	<input type="checkbox"/> Yes <input type="checkbox"/> No
4 Other Use	Was any other agreement entered into with an individual or entity that grants special legal rights to the Financed Facility? If "No," skip to Item 5	<input type="checkbox"/> Yes <input type="checkbox"/> No
	If answer above was "Yes," was advice of Bond Counsel obtained prior to entering into the agreement? If Yes, include a description of the advice in the Tax-Advantaged Bond File. If No, contact Bond Counsel and include description of resolution in the Tax-Advantaged Bond File.	<input type="checkbox"/> Yes <input type="checkbox"/> No
5 Arbitrage & Yield Restriction	(1) Were all sale proceeds of the Bonds spent as described in Section 3.5 of the Federal Tax Certificate? (2) Has the Issuer set aside money in any fund or account in excess of an amount needed to pay debt service on the Bonds within the next 12 months (i.e. is more than one year of debt service pre-funded)? If "No" to Question 1 or "Yes" to Question 2, contact Bond Counsel and include description of resolution in the Tax-Advantaged Bond File.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No

Bond Compliance Officer: _____

Date Completed: _____

EXHIBIT E

BOND COMPLIANCE POLICY AND PROCEDURE

LETTER OF ESCROW INSTRUCTIONS

October 5, 2020

Mr. Victor Zarrilli
BOKF, N.A.
200 North Broadway, Suite 1710
St. Louis, Missouri 63102

Re: \$3,385,000 original principal amount of City of Belleville, Illinois, General Obligation Refunding Bonds, Series 2009 (the "Series 2009 Bonds")

\$5,000,000 original principal amount of City of Belleville, Illinois, General Obligation Bonds, Series 2011A (the "Series 2011A Bonds")

Dear Mr. Zarrilli:

The City of Belleville, Illinois (the "City") has authorized the issuance of General Obligation Refunding Bonds, Series 2020 (the "Bonds") to pay the principal of and interest on the (a) Series 2009 Bonds maturing in the years 2021 and thereafter, in the aggregate principal amount of \$1,750,000 (the "Series 2009 Refunded Bonds") on November 5, 2020 (the "2009 Redemption Date"), and (b) Series 2011A Bonds maturing in the years 2027 and thereafter, in the aggregate principal amount of \$5,000,000 (the "Series 2011A Refunded Bonds" and, together with the Series 2009 Refunded Bonds, the "Refunded Bonds") on January 1, 2021 (the "Series 2011A Redemption Date").

BOKF, N.A., as escrow agent (the "Escrow Agent"), shall create and establish the following special and irrevocable trust funds to be held in the custody of the Escrow Agent and designated as follows:

(a) the "Escrow Fund for the City of Belleville, Illinois, General Obligation Bonds, Series 2009 and 2011A" (the "Escrow Fund"); and

(b) the "Costs of Issuance Fund for the City of Belleville, Illinois, General Obligation Refunding Bonds, Series 2020" (the "Costs of Issuance Fund").

Upon the issuance of the Bonds, the Escrow Agent will receive (a) \$6,901,315.08 of proceeds of the Bonds for deposit in the Escrow Fund, and (b) \$73,684.92 from the proceeds of the Bonds for deposit in the Costs of Issuance Fund.

The Escrow Agent shall apply the money in the Costs of Issuance Fund to pay the costs of issuance set forth on **Schedule 1** hereto. Upon the earlier of the payment of all costs identified on **Schedule 1** hereto or January 1, 2021, all remaining money in the Costs of Issuance Fund shall be transferred to the City for deposit in the City's Debt Service Fund.

You are hereby instructed to, on the date of the deposit into the Escrow Fund, invest such deposit in a U.S. Treasury Bill or Note (the "Escrowed Securities") maturing on or before the Series 2009

Mr. Victor Zarrilli

October 5, 2020

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Redemption Date and the Series 2011A Redemption Date respectively if on the date of deposit of the Bond proceeds into the Escrow Fund the interest earnings exceed the costs of investment; otherwise, you are to keep the funds uninvested until the Series 2009 Redemption Date and the Series 2011A Redemption Date.

The holders of the Refunded Bonds are hereby given an express lien on and security interest in the Escrowed Securities and cash in the Escrow Fund and all earnings thereon until used and applied in accordance with this Letter. The Escrowed Securities and cash in the Escrow Fund are hereby pledged and assigned and shall be applied solely for the payment of the principal of and interest on the Refunded Bonds.

On the 2009 Redemption Date, the Escrow Agent shall withdraw from the Escrow Fund \$1,774,415.08 and shall transfer such amount on the 2009 Redemption Date to Amalgamated Bank of Chicago, as paying agent for the Series 2009 Bonds (the "2009 Paying Agent"), pursuant to the wiring instructions on **Exhibit A** hereto, so that immediately available funds will reach the office of the 2009 Paying Agent on or before 12:00 Noon, Central Time, on the 2009 Redemption Date for the payment of the principal of and interest on the Series 2009 Refunded Bonds.

On the 2011A Redemption Date, the Escrow Agent shall withdraw from the Escrow Fund \$5,126,900.00 and shall transfer such amount on the 2011A Redemption Date to UMB Bank, N.A., as paying agent for the Series 2011A Bonds (the "2011A Paying Agent"), pursuant to the wiring instructions on **Exhibit A** hereto, so that immediately available funds will reach the office of the 2011A Paying Agent on or before 12:00 Noon, Central Time, on the 2011A Redemption Date for the payment of the principal of and interest on the Series 2011A Refunded Bonds.

The Escrow Agent shall not be liable for any loss resulting from any transfer or other disposition made pursuant to this Letter in compliance with the provisions hereof. The Escrow Agent shall have no lien whatsoever on any of the money on deposit in the Escrow Fund for the payment of fees and expenses for services rendered by the Escrow Agent under this Letter or otherwise.

The Escrow Agent shall not be liable for the accuracy of the calculations as to the sufficiency of the money to pay the Refunded Bonds. So long as the Escrow Agent applies the money as provided herein, the Escrow Agent shall not be liable for any deficiencies in the amounts necessary to pay the Refunded Bonds caused by such calculations. Notwithstanding the foregoing, the Escrow Agent shall not be relieved of liability arising from and proximate to its failure to comply fully with the terms of this Letter.

The aggregate amount of the costs, fees and expenses of the Escrow Agent in connection with the creation of the escrow described in and created by this Letter and in carrying out any of the duties, terms or provisions of this Letter is a one-time fee of \$150.00 payable upon the delivery of the Bonds.

The Escrow Agent and its respective successors, assigns, agents, directors, officers, employees and servants shall not be held to any personal liability whatsoever, in tort, contract or otherwise, in connection with the execution and delivery of this Letter, the establishment of the Escrow Fund, the acceptance of the moneys deposited therein, or any payment, transfer or other application of the moneys or securities held by the Escrow Agent in accordance with the provisions of this Letter or by reason of any non-negligent act, omission or error of the Escrow Agent made in good faith in the conduct of its duties. The duties and obligations of the Escrow Agent shall be determined by the express provisions of this Letter. The Escrow Agent may consult with counsel who may or may not be counsel to the City, and

Mr. Victor Zarrilli
October 5, 2020
Page 3

in reliance upon the opinion of such counsel shall have full and complete authorization and protection in respect of any action taken, suffered or omitted by it in good faith in accordance therewith. Whenever the Escrow Agent shall deem it necessary or desirable that a matter be proved or established prior to taking, suffering or omitting any action under this Letter, such matter may be deemed to be conclusively established by a certificate signed by an authorized officer of the City.

Very truly yours,

CITY OF BELLEVILLE, ILLINOIS

By: _____
Mayor

Acknowledged and agreed to this 5th day of October, 2020.

BOKF, N.A.,
as Escrow Agent

By: _____
Title: Senior Vice President

EXHIBIT A

**WIRING INSTRUCTIONS TO
AMALGAMATED BANK OF CHICAGO**

**WIRING INSTRUCTIONS TO
UMB BANK, N.A.**

SCHEDULE 1

COSTS OF ISSUANCE

<u>PAYEE</u>	<u>AMOUNT</u>	<u>DESCRIPTION OF SERVICES</u>
BOKF, N.A.	\$ 300.00	Escrow Agent fee and initial Paying Agent fee
Gilmore & Bell, P.C.	25,000.00	Bond Counsel fees and expenses
WM Financial Strategies	19,000.00	Financial Advisor fee
Stern Brothers	25,000.00	Placement Agent fee
Amalgamated Bank of Chicago	291.67	2009 Paying Agent fee
UMB Bank, N.A.	180.00	2011 Paying Agent fee
S&P Global Ratings	<u>471.00</u>	CUSIP fees
TOTAL	<u>\$70,242.67</u>	

PLACEMENT AGREEMENT

\$6,975,000
CITY OF BELLEVILLE, ILLINOIS
GENERAL OBLIGATION REFUNDING BONDS
SERIES 2020

October 5, 2020

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

Ladies and Gentlemen:

We understand that the City of Belleville, Illinois (the “*City*”), proposes to issue its General Obligation Refunding Bonds, Series 2020, in the aggregate principal amount of \$6,975,000 (the “*Bonds*”). The Bonds are being issued by the City pursuant to its home rule powers under Section 6 of Article VII of the Constitution of the State of Illinois, as supplemented by the Illinois Municipal Code and the Local Government Debt Reform Act, and an ordinance adopted by the City Council of the City on September 21, 2020 (the “*Ordinance*”) for the purpose of paying the costs of (a) refunding all of the City’s outstanding General Obligation Refunding Bonds, Series 2009 and General Obligation Bonds, Series 2011A, and (b) paying costs of issuance of the Bonds.

The Bonds shall mature and bear interest as set forth on **Exhibit A** hereto. Interest on the Bonds will be calculated on the basis of a 360-day year of twelve 30-day months. The Bonds are general obligations of the City payable from ad valorem taxes levied against all of the taxable property in the City without limitation as to rate or amount.

On the basis of the representations, warranties and covenants and upon the terms and conditions contained in this Placement Agreement, the undersigned, Stern Brothers & Co., St. Louis, Missouri (the “*Placement Agent*”), hereby offers to enter into this Placement Agreement with the City, subject to your acceptance hereof no later than the Closing Date and Closing Time as defined in **Section 1** herein. Upon execution by the City, this Placement Agreement will be binding upon the City and the Placement Agent.

The words “Transaction Documents” when used herein shall mean, individually and collectively, the following: the Ordinance, the Federal Tax Certificate dated as of October 1, 2020, the Letter of Escrow Instructions dated October 5, 2020 from the City to BOKF, N.A., as escrow agent, this Placement Agreement, and any and all other documents or instruments that evidence or are a part of the transactions referred to herein or in the Ordinance or contemplated hereby or by the Ordinance; provided, however, that when the words “Transaction Documents” are used in the context of the authorization, execution, delivery, approval or performance of Transaction Documents by a party hereto, the same shall mean only those Transaction Documents that provide for or contemplate authorization, execution, delivery, approval or performance by such party.

Section 1. Placement, Sale and Delivery of Bonds. The Placement Agent hereby agrees, as the agent of the City, to place the Bonds with BMO Harris Bank, N.A. (the “*Purchaser*”). The Purchaser will purchase the Bonds at a price equal to one hundred percent (100%) of the

principal amount thereof and to pay the purchase price thereof on the Closing Date (as hereinafter defined) by depositing the purchase price of the Bonds with the City in accordance with the “Final Closing Memorandum” approved by the City on the Closing Date. Delivery of the Bonds pursuant to this Section 1 shall be made on October 5, 2020, or such other date and at such place and time, as shall be mutually agreed upon by the City and the Placement Agent. The date of such delivery is herein called the “Closing Date,” and the hour and date of such delivery is herein called the “Closing Time.” Solely from the proceeds of the Bonds, and only if the Bonds are sold by the City to the Purchaser, on the Closing Date the Placement Agent shall be entitled to a fee equal to \$25,000.

The City approves the placement of the Bonds with the Purchaser on the terms referred to herein. It is understood that the placement of the Bonds by the Placement Agent is subject to the performance by the City of its obligations to be performed hereunder at and prior to the Closing Date, and to the conditions enumerated in **Section 3**.

Section 2. Representations, Warranties and Covenants of the City. The City hereby represents, warrants and covenants as follows:

(a) The City is a duly organized and existing municipality and unit of local government of the State of Illinois, and has all requisite legal right, power and authority to: (i) adopt the Ordinance; (ii) execute, issue and deliver the Bonds and perform its obligations with respect thereto; (iii) execute, deliver and perform the Transaction Documents to which it is a party; and (iv) engage in the transactions contemplated by the Transaction Documents.

(b) The execution and delivery of the Transaction Documents, at the Closing Time, have been duly authorized by the City. When delivered to and paid for by the Purchaser, in accordance with the terms of this Placement Agreement, the Bonds will have been duly authorized and executed by the City and will constitute valid and binding general obligations of the City, enforceable in accordance with their terms. Assuming due authorization, execution and delivery by the other parties to each of the Transaction Documents, such documents, when executed, authenticated and delivered shall constitute, legal, valid and binding obligations of the City, enforceable against the City in accordance with its respective terms. When delivered and paid for at the Closing Time, the Bonds shall be entitled to the benefits and the security, and shall be subject only to the terms and conditions, set forth in the Ordinance and the other Transaction Documents.

(c) The adoption of the Ordinance, the execution, delivery and performance of the Bonds and the Transaction Documents, the issuance and sale of the Bonds, and the consummation of the transactions contemplated hereby and by the Bonds and the Transaction Documents, under the circumstances contemplated by such documents, do not and will not: (i) in any material respect conflict with or constitute on the part of the City a breach of or default under any agreement, resolution, mortgage, lease or other instrument to which the City is a party or by or to which it or its revenues, properties, assets or operations are bound or subject; (ii) in any material respect conflict with or result in a violation by the City of the constitutions of the United States of America or the State of Illinois, or any other law, ordinance, regulation, order, decree, judgment or ruling by or to which it or its revenues, properties, assets or operations are bound or subject; or (iii) except as provided in the Ordinance and the other Transaction Documents, result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of its revenues, properties or assets.

(d) No action, suit, proceeding, injury, investigation, litigation or other proceeding before or by any court or agency or other administrative body (either state or federal) is pending against the City or, to the knowledge of the City, threatened against it, or in any way restraining or enjoining, or threatening or seeking to restrain or enjoin, the issuance, sale or delivery of the Bonds or in any way questioning or affecting: (i) the proceedings under which the Bonds are to be issued; (ii) the validity or enforceability of any provision of the Bonds or the Transaction Documents; (iii) the legal existence of the City or its right to conduct its operations as presently conducted; (iv) the title of its members or officers to their respective offices in such manner as to adversely affect the ability of the City to authorize the issuance, sale or delivery of the Bonds; or (v) the tax-exempt status of the Bonds.

(e) Prior to the Closing Date, all approvals, consents and other actions by, and all filings or registrations with or notices to, any governmental or administrative authority or agency having jurisdiction in any matter required as a condition precedent to the performance by the City of its obligations hereunder, under the Transaction Documents, and in connection with the issuance of the Bonds, if any, will be obtained and will be in full force and effect.

(f) Any certificates signed by any officer of the City and delivered to the Placement Agent at the Closing Time shall be deemed a representation and warranty by the City to the Placement Agent as to the statements made therein with the same effect as if such representation and warranty were set forth herein.

Section 3. Representations, Warranties and Covenants of the Placement Agent. The Placement Agent hereby represents, warrants and covenants as follows:

(a) The Placement Agent has all requisite legal right, power and authority to execute and deliver this Placement Agreement and perform its obligations with respect thereto and any other Transaction Documents to which it is a party; and to engage in the transactions contemplated by the Transaction Documents.

(b) The execution and delivery of this Placement Agreement and the other Transaction Documents, at the Closing Time, have been duly authorized by the Placement Agent.

Section 4. Conditions To Closing. The obligations of each party to this Placement Agreement shall be subject to (a) the performance by the other party of its obligations to be performed pursuant to the Placement Agreement at and prior to the Closing Date, (b) the accuracy in all material respects of the representations and warranties of the other party as of the date of this Placement Agreement and as of the Closing Date, and (c) the following conditions, including the delivery by the appropriate party or other entities of such documents as are enumerated herein:

(i) At the Closing Date (1) this Placement Agreement and the Ordinance shall be in full force and effect in the form approved or adopted by the City, respectively, on or prior to the date hereof and shall not have been amended, modified, or supplemented, after the date hereof, except as may have been agreed to in writing by the Placement Agent and (2) all actions by or on behalf of the City or others, necessary to execute, authenticate, issue, deliver and sell the Bonds pursuant hereto shall have been taken; and all action by or on behalf of the City or others necessary to carry out, give effect to and consummate the transactions contemplated hereby and by the Transaction Documents shall have been taken.

(ii) The representations and warranties of the City and Placement Agent contained in the Transaction Documents and in any of the certificates or other documents of the City and

Placement Agent delivered pursuant hereto shall have been true and complete on the date made and shall be true and complete at the Closing Date with the same effect as if made at such time.

(iii) At or prior to the Closing Time, unless otherwise agreed to by the Placement Agent in writing, the Placement Agent shall receive the following documents, certificates and opinion (unless otherwise specified) in form and substance satisfactory to the City and the Placement Agent:

1. the unconditional approving opinion of Gilmore & Bell, P.C., Bond Counsel ("**Bond Counsel**"), dated the Closing Date and addressed to the Purchaser and the City as to the exclusion from gross income for federal income tax purposes of interest on the Bonds;
2. a letter of representations signed by an authorized officer of the Purchaser and addressed to the City, dated as of the Closing Date, in form and substance satisfactory to the City and Bond Counsel;
3. a completed Form 8038-G duly executed by the City;
4. copies of the Transaction Documents and any other documents necessary to consummate the transaction contemplated thereunder, each duly executed by the parties thereto; and
5. such additional certificates, instruments, legal opinions, agreements, proceedings or other documents as Bond Counsel may reasonably request to evidence the due authorization, execution, and delivery of the Bonds, the exclusion from gross income for federal income tax purposes of interest on the Bonds, and the truth, accuracy and completeness as of the Closing Date of the City's representations and warranties contained in this Placement Agreement and in any of the certificates or documents of the City or its authorized officers delivered pursuant hereto.

(iv) Unless performance is waived by the party for whose benefit a condition or obligation is intended, if any person shall be unable to satisfy the above conditions to the obligations of any party to this Placement Agreement, or if the obligations hereunder of any party shall be terminated for any reason permitted by this Placement Agreement and unless otherwise waived, this Placement Agreement shall terminate and neither the Placement Agent nor the City shall be under further obligation hereunder; except that the respective obligations of the Placement Agent and the City, as provided in **Section 5** and **Section 6** shall continue in full force and effect.

Section 5. Survival of Representations, Warranties and Agreements. All of the City's representations and warranties contained in this Placement Agreement shall remain operative and in full force and effect and shall survive delivery of the Bonds to the Purchaser, regardless of any investigations made by or on behalf of the Placement Agent or the Purchaser.

Section 6. Expenses. Whether or not the Bonds are sold by the City to the Purchaser, the City will pay the following costs of issuance: the fees and expenses of Bond Counsel, the City's Municipal Advisor, paying agent, escrow agent, and any other attorneys or consultants retained by the City and any fee for CUSIP numbers for the Bonds. If the Bonds are delivered to the Purchaser, the City

will pay the Placement Agent's fee set forth in **Section 1**. No other fees or expenses related to the sale and issuance of the Bonds will be paid by the City.

Section 7. Third Party Beneficiaries. The City agrees that the Purchaser is and shall be a third party beneficiary of any and all representations and warranties made by the City in the Transaction Documents, to the same effect as if the City had made such representations and warranties to the Purchaser in this Placement Agreement.

Section 8. City Liability. Notwithstanding any other term or provision in this Placement Agreement to the contrary, in no event shall any director, member, officer, employee or agent of the City, or any successor or assign of any such person or entity, be liable, personally or otherwise, for any obligation of the City under this Placement Agreement.

None of the officers, employees or officials of the City nor any person executing the Bonds shall be liable personally on the Bonds by reason of the issuance thereof. No recourse shall be had for the payment of the principal of, or premium, if any, or interest on, any of the Bonds or for any claim based thereon or upon any obligation, provision, covenant or agreement contained in the Ordinance against any past, present or future officer, official, employee or agent of the City, or any officer, official employee or agent of any successor to the City, as such, either directly or through the City or any successor to the City, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such member, director, trustee, officer, official, employee or agent as such is expressly waived and released as a condition of and in consideration for the issuance of the Bonds.

Section 9. Indemnification. The Placement Agent agrees to indemnify and hold harmless the City, each officer, representative, employee or agent of the City and each person, if any, who has the power, directly or indirectly, to direct or cause the direction of the management and policies of the City, by contract or otherwise to the same effect as the foregoing indemnity from the City to the Placement Agent, but only with respect to information furnished by or on behalf of the Placement Agent expressly for use in connection with issuance of the Bonds. The indemnity agreements contained in this Section and the representations and warranties of the City set forth in this Placement Agreement shall remain operative and in full force and effect after the Closing Date. Any successor to the City shall be entitled to the benefits of the indemnity agreements contained in this Section.

Section 10. Notices. Any notice or other communication to be given to the City under this Placement Agreement may be given by delivering the same in writing at its address set forth above, and any notice or other communications to be given to the Placement Agent under this Placement Agreement may be given by delivering the same in writing to the Placement Agent at the following address:

Stern Brothers & Co.
8000 Maryland Avenue, Suite 800
St. Louis, Missouri 63105
Attention: Joyce Opinsky
Telephone: (314) 743-4028

Section 11. Successors. This Placement Agreement is, except as set forth in **Section 7**, made for the benefit of the City and the Placement Agent (including their successors and assigns) and no other person including any purchaser of the Bonds shall acquire or have any rights under or by virtue of this Placement Agreement.

Section 12. Governing Law. This Placement Agreement shall be governed by and construed in accordance with the internal laws of the State of Illinois without reference to its conflict of laws principles.

Section 13. Effectiveness. This Placement Agreement shall become effective upon your acceptance hereof.

Section 14. Captions. The captions or headings in this Placement Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provision or section of this Placement Agreement.

Section 15. No Fiduciary Relationship. The City acknowledges and agrees that (a) the placement and delivery of the Bonds pursuant to this Placement Agreement, including the determination of the price for the Bonds and the compensation of the Placement Agent, is an arm's-length commercial transaction between the City and the Placement Agent, (b) in connection therewith and with the process leading to such transaction the Placement Agent is not and has not been acting as the agent (except to the extent explicitly set forth herein) or fiduciary of the City or any other party, (c) the Placement Agent has not assumed and will not assume an advisory or fiduciary responsibility in favor of the Purchaser or the City with respect to the transaction contemplated hereby or the process leading thereto (irrespective of whether such Placement Agent has advised or is currently advising the City on other matters) and the Placement Agent has no obligation to the Purchaser or the City with respect to the transaction contemplated hereby except the obligations expressly set forth in this Placement Agreement, and (d) the Placement Agent has not provided any legal, accounting, regulatory or tax advice with respect to the transaction contemplated hereby and the related transactions and the Purchaser and the City have each consulted their own legal, accounting, regulatory and tax advisors to the extent they deemed it appropriate.

Section 16. Counterparts. This Placement Agreement may be executed in any number of counterparts, each of which so executed and delivered shall constitute an original and all of which together shall constitute one and the same instrument.

STERN BROTHERS & CO., as Placement Agent

By: _____
Name: Joyce Opinsky
Title: Managing Director

This Placement Agreement is accepted and agreed to, and the City of Belleville, Illinois has caused this Placement Agreement to be signed in its name and on its behalf by its Mayor, all as of the day first written above.

CITY OF BELLEVILLE, ILLINOIS

By: _____
Title: Mayor

EXHIBIT A

**City of Belleville, Illinois
General Obligation Refunding Bonds
Series 2020**

SERIAL BONDS

<u>Maturity Date</u>	<u>Principal Amount</u>
January 1, 2021	\$ 195,000
January 1, 2022	270,000
January 1, 2023	275,000
January 1, 2024	280,000
January 1, 2025	280,000
January 1, 2026	290,000
January 1, 2027	1,190,000
January 1, 2028	1,205,000
January 1, 2029	980,000
January 1, 2030	1,000,000
January 1, 2031	1,010,000

ORDINANCE NO. 8874-2020

OF THE

CITY OF BELLEVILLE, ILLINOIS

PASSED

SEPTEMBER 21, 2020

\$6,975,000
GENERAL OBLIGATION REFUNDING BONDS
SERIES 2020

ORDINANCE

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- Exhibit A - Form of Bonds
- Exhibit B - Federal Tax Certificate
- Exhibit C - Letter of Escrow Instructions
- Exhibit D - Placement Agreement

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE ISSUANCE, SALE AND DELIVERY OF GENERAL OBLIGATION REFUNDING BONDS, SERIES 2020, OF THE CITY OF BELLEVILLE, ILLINOIS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID BONDS AS THEY BECOME DUE; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH.

WHEREAS, the City of Belleville, Illinois (the “City”) is a home rule city and political subdivision of the State of Illinois, duly created, organized and existing under and by virtue of the Constitution and laws of the State of Illinois and has all powers of home rule units as provided in Section 6 of Article VII of the Constitution of the State of Illinois, as amended, as such home rule powers are supplemented by the Illinois Municipal Code and the Local Government Debt Reform Act; and

WHEREAS, the City has heretofore issued and has outstanding the following series of general obligation bonds:

<u>Series of Bonds</u>	<u>Date of Bonds</u>	<u>Original Principal Amount</u>	<u>Principal Amount Outstanding</u>
General Obligation Refunding Bonds, Series 2009 (the “Series 2009 Bonds”)	December 16, 2009	\$3,385,000	\$1,750,000
General Obligation Bonds, Series 2011A (the “Series 2011A Bonds”)	February 17, 2011	\$5,000,000	\$5,000,000

WHEREAS, the City Council of the City (the “Council”) has determined that it is advisable, necessary and in the best interests of the City to refund (a) all the outstanding Series 2009 Bonds, mature in the years 2021 and thereafter, in the aggregate principal amount of \$1,750,000 (the “Series 2009 Refunded Bonds”), and (b) all the outstanding Series 2011A Bonds, which mature in the years 2027 and thereafter, in the aggregate principal amount of \$5,000,000 (the “Series 2011A Refunded Bonds” and, together with the Series 2009 Refunded Bonds, the “Refunded Bonds”); and

WHEREAS, the refunding of the Refunded Bonds will realize debt service savings for the City and constitutes a lawful corporate purpose within the meaning of the Local Government Debt Reform Act of the State of Illinois, as amended; and

WHEREAS, it is hereby found and determined that it is necessary and advisable and in the best interest of the City and of its inhabitants at this time to authorize the issuance and delivery of general obligation refunding bonds for the purposes aforesaid as herein provided.

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

ARTICLE I

DEFINITIONS

Section 101. Definitions of Words and Terms. In addition to words and terms defined elsewhere herein, the following words and terms as used in this Ordinance shall have the following meanings:

“Approved Holder” means (a) the Purchaser, (b) any related or affiliated party(s) of the Purchaser (as defined under federal securities laws), (c) an “accredited investor” under Rule 501(a) of Regulation D promulgated under the Securities Act of 1933, or (d) a “qualified institutional buyer” under Rule 144A promulgated under the Securities Act of 1933.

“Bond Counsel” means Gilmore & Bell, P.C., Edwardsville, Illinois, or other attorneys or firm of attorneys with a nationally recognized standing in the field of municipal bond financing selected by the City.

“Bond Payment Date” means any date on which principal of or interest on any Bond is payable.

“Bond Register” means the books for the registration, transfer and exchange of Bonds kept at the office of the Paying Agent.

“Bonds” means the General Obligation Refunding Bonds, Series 2020, authorized and issued by the City pursuant to this Ordinance.

“Business Day” means a day other than a Saturday, Sunday or holiday on which the Paying Agent is scheduled in the normal course of its operations to be open to the public for conduct of its banking operations.

“City” means the City of Belleville, Illinois, and any successors or assigns.

“Code” means the Internal Revenue Code of 1986, as amended, and the applicable regulations of the Treasury Department proposed or promulgated thereunder.

“Costs of Issuance Fund” means the fund by that name created under the Escrow Instructions.

“CUSIP Number” means a nine-digit number that uniquely identifies each Bond.

“Debt Service Fund” means the fund by that name referred to in **Section 501** hereof.

“Defaulted Interest” means interest on any Bond which is payable but not paid on any Interest Payment Date.

“Defeasance Obligations” means any of the following obligations, if and to the extent the same are at the time legal for investment of the City’s funds:

(a) United States Government Obligations that are not subject to redemption in advance of their maturity dates; or

(b) obligations of any state or political subdivision of any state, the interest on which is excluded from gross income for federal income tax purposes and which meet the following conditions:

(1) the obligations are (A) not subject to redemption prior to maturity or (B) the trustee for such obligations has been given irrevocable instructions concerning their calling and redemption and the issuer of such obligations has covenanted not to redeem such obligations other than as set forth in such instructions;

(2) the obligations are secured by cash or United States Government Obligations that may be applied only to principal of, premium, if any, and interest payments on such obligations;

(3) such cash and the principal of and interest on such United States Government Obligations serving as security for the obligations (plus any cash in an escrow fund) are sufficient to meet the liabilities of the obligations;

(4) such cash and United States Government Obligations serving as security for the obligations are held in an escrow fund by an escrow agent or a trustee irrevocably in trust;

(5) such cash and United States Government Obligations serving as security for the obligations are not available to satisfy any other claims, including those against the trustee or escrow agent; and

(6) the obligations are rated in the same rating category as United States Government Obligations or higher by a nationally recognized rating service.

“Escrow Agent” means BOKF, N.A., St. Louis, Missouri, and any successors or assigns.

“Escrow Fund” means the fund by that name created under the Escrow Instructions.

“Escrow Instructions” means the Letter of Escrow Instructions from the City to the Escrow Agent, in substantially the form attached hereto as **Exhibit C**.

“FAST Agent” means the Paying Agent when acting as agent for the Depository Trust Company in accordance with the rules established by Depository Trust Company for Fast Automated Securities Transfers.

“Federal Tax Certificate” means the Federal Tax Certificate, in substantially the form attached hereto as **Exhibit B**.

“Interest Payment Date” means the Stated Maturity of an installment of interest on any Bond.

“Maturity” means, when used with respect to any Bond, the date on which the principal of such Bond becomes due and payable as therein and herein provided, whether at the Stated Maturity thereof or call for redemption or otherwise.

“Ordinance” means this Ordinance adopted by the City Council of the City, authorizing the issuance of the Bonds, as amended from time to time.

“Outstanding” means, when used with reference to Bonds, as of any particular date of determination, all Bonds theretofore authenticated and delivered hereunder, except the following Bonds:

(a) Bonds theretofore cancelled by the Paying Agent or delivered to the Paying Agent for cancellation;

(b) Bonds deemed to be paid in accordance with the provisions of **Section 701** hereof; and

(c) Bonds in exchange for or in lieu of which other Bonds have been authenticated and delivered hereunder.

“Paying Agent” means BOKF, N.A., a national banking association with a corporate trust office located in St. Louis, Missouri, and any successors or assigns.

“Person” means any natural person, corporation, limited liability company, partnership, joint venture, association, firm, joint-stock company, trust, unincorporated organization, or government or any agency or political subdivision thereof or other public body.

“Placement Agent” means Stern Brothers & Co., as placement agent.

“Placement Agreement” means the Placement Agreement between the City and the Placement Agent, in substantially the form attached hereto as **Exhibit D**.

“Purchaser” means BMO Harris Bank, N.A., as the original purchaser of the Bonds.

“Record Date” for the interest payable on any Interest Payment Date means the 15th day (whether or not a Business Day) of the calendar month next preceding such Interest Payment Date.

“Redemption Date” when used with respect to any Bond to be redeemed means the date fixed for the redemption of such Bond pursuant to the terms of this Ordinance.

“Redemption Price” when used with respect to any Bond to be redeemed means the price at which such Bond is to be redeemed pursuant to the terms of this Ordinance, including the applicable redemption premium, if any, but excluding installments of interest whose Stated Maturity is on or before the Redemption Date, which price is to be stated as a percentage of the principal amount of those Bonds to be redeemed.

“Refunded Bonds” means the Series 2009 Refunded Bonds and the Series 2011A Refunded Bonds.

“Registered Owner” when used with respect to any Bond means the Person in whose name such Bond is registered on the Bond Register.

“Series 2009 Bond Ordinance” means the ordinance adopted by the City Council of the City on December 7, 2009, authorizing the issuance of the Series 2009 Bonds.

“**Series 2009 Bonds**” means the \$3,385,000 original principal amount of the City’s General Obligation Refunding Bonds, Series 2009.

“**Series 2009 Refunded Bonds**” means the Series 2009 Bonds maturing in the years 2021 and thereafter, in the aggregate principal amount of \$1,750,000.

“**Series 2011A Bond Ordinance**” means the ordinance adopted by the City Council of the City on February 7, 2011, authorizing the issuance of the Series 2011A Bonds.

“**Series 2011A Bonds**” means the \$5,000,000 original principal amount of the City’s General Obligation Bonds, Series 2011A.

“**Series 2011A Refunded Bonds**” means the Series 2011A Bonds maturing in the years 2027 and thereafter, in the aggregate principal amount of \$5,000,000.

“**Special Record Date**” means the date prior to the payment date of Defaulted Interest fixed by the Paying Agent pursuant to **Section 204** hereof.

“**Stated Maturity**” when used with respect to any Bond or any installment of interest thereon means the date specified in such Bond and this Ordinance as the fixed date on which the principal of such Bond or such installment of interest is due and payable.

“**United States Government Obligations**” means bonds, notes, certificates of indebtedness, treasury bills or other securities constituting direct obligations of, or obligations the principal of and interest on which are fully and unconditionally guaranteed as to full and timely payment by, the United States of America, including evidences of a direct ownership interest in future interest or principal payments on obligations issued or guaranteed by the United States of America (including the interest component of obligations of the Resolution Funding Corporation), or securities which represent an undivided interest in such obligations, which obligations are held in a custodial account for the benefit of the City.

ARTICLE II

AUTHORIZATION OF BONDS

Section 201. Authorization of Bonds. There shall be issued and hereby are authorized and directed to be issued the General Obligation Refunding Bonds, Series 2020 of the City in the aggregate principal amount of \$6,975,000 (the “Bonds”), for the purpose of providing funds to (a) refund the Refunded Bonds, and (b) pay the costs of issuing the Bonds.

Section 202. Description of Bonds.

(a) The Bonds shall consist of fully-registered bonds, numbered from 1 upward in order of issuance, in denominations of \$100,000 and integral multiples of \$5,000 in excess thereof. The Bonds, as originally issued or issued upon transfer, exchange or substitution, shall be substantially in the form set forth in **Exhibit A** attached hereto, and shall be subject to registration, transfer and exchange as provided in **Section 205** hereof.

(b) All of the Bonds shall be dated the date of original issue and delivery, shall become due in the amounts on the Stated Maturities, subject to redemption and payment prior to their Stated Maturities as provided in **Article III** hereof, and shall bear interest at rates per annum, as follows:

SERIAL BONDS

<u>Stated Maturity (January 1)</u>	<u>Principal Amount</u>	<u>Annual Rate of Interest</u>
2021	\$195,000	0.700%
2022	270,000	0.750
2023	275,000	0.800
2024	280,000	0.850
2025	280,000	0.950
2026	290,000	1.050
2027	1,190,000	1.150
2028	1,205,000	1.250
2029	980,000	1.350
2030	1,000,000	1.450
2031	1,010,000	1.550

(c) The Bonds shall bear interest at the above specified rates (computed on the basis of a 360-day year of twelve 30-day months) from the date thereof or from the most recent Interest Payment Date to which interest has been paid or duly provided for, payable semiannually on January 1 and July 1 in each year, beginning on January 1, 2021.

Section 203. Designation of Paying Agent.

(a) BOKF, N.A., a national banking association with a corporate trust office located in St. Louis, Missouri, is hereby designated as the City’s paying agent for the payment of principal or Redemption Price of and interest on the Bonds and bond registrar with respect to the registration, transfer and exchange of Bonds (the “Paying Agent”).

(b) The City reserves the right to appoint a successor Paying Agent by (1) filing with the Paying Agent then performing such function a certified copy of the proceedings giving notice of the termination of such Paying Agent and appointing a successor, and (2) causing notice of the appointment of the successor Paying Agent to be given by first class mail to each Registered Owner. The Paying Agent may resign upon giving written notice by first class mail to the City and the Registered Owners not less than 60 days prior to the date such resignation is to take effect. No resignation or removal of the Paying Agent shall become effective until a successor has been appointed and has accepted the duties of Paying Agent.

(c) The Paying Agent shall be paid its usually and customary fees and expenses for its services in connection with the Bonds.

Section 204. Method and Place of Payment of Bonds.

(a) The principal or Redemption Price of and interest on the Bonds shall be payable in any coin or currency of the United States of America that, on the respective dates of payment thereof, is legal tender for the payment of public and private debts.

(b) The principal or Redemption Price of each Bond shall be paid at Maturity by check, electronic transfer or draft to the Person in whose name such Bond is registered on the Bond Register at the Maturity thereof, upon presentation and surrender of such Bond at the principal payment office of the Paying Agent.

(c) The interest payable on each Bond on any Interest Payment Date shall be paid to the Registered Owner of such Bond as shown on the Bond Register at the close of business on the Record Date for such interest by (1) check or draft mailed by the Paying Agent to the address of such Registered Owner shown on the Bond Register or such other address furnished to the Paying Agent in writing by such Registered Owner or (2) electronic transfer to such Registered Owner upon written notice given to the Paying Agent by such Registered Owner, not less than 15 days prior to the Record Date for such interest, containing the electronic transfer instructions including the name and address of the bank, its ABA routing number and the account number to which such Registered Owner wishes to have such transfer directed, and an acknowledgment that an electronic transfer fee may be applicable.

(d) Notwithstanding the foregoing provisions of this Section, any Defaulted Interest with respect to any Bond shall cease to be payable to the Registered Owner of such Bond on the relevant Record Date and shall be payable to the Registered Owner in whose name such Bond is registered at the close of business on the Special Record Date for the payment of such Defaulted Interest, which Special Record Date shall be fixed as hereinafter specified in this paragraph. The City shall notify the Paying Agent in writing of the amount of Defaulted Interest proposed to be paid on each Bond and the date of the proposed payment (which date shall be at least 30 days after receipt of such notice by the Paying Agent unless the City and the Paying Agent agree to a shorter time period) and shall deposit with the Paying Agent at the time of such notice an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Paying Agent for such deposit prior to the date of the proposed payment. Following receipt of such funds the Paying Agent shall fix a Special Record Date for the payment of such Defaulted Interest which shall be not more than 15 nor less than 10 days prior to the date of the proposed payment, unless the City and the Paying Agent agree to a shorter time period. The Paying Agent shall promptly notify the City of such Special Record Date and, in the name and at the expense of the City, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, by first class mail, postage prepaid, to each Registered Owner of a Bond entitled to such notice at the address of such Registered Owner as it appears on the Bond Register not less than 10 days prior to such Special Record Date.

(f) The Paying Agent shall keep a record of payment of principal and Redemption Price of and interest paid on all Bonds and, upon the City's written request, shall forward a copy or summary of such records to the City.

Section 205. Registration, Transfer and Exchange of Bonds.

(a) The City covenants that, as long as any of the Bonds remain Outstanding, it will cause the Bond Register to be kept at the principal payment office of the Paying Agent for the registration, transfer and exchange of Bonds as herein provided. Each Bond when issued shall be registered in the name of the Registered Owner thereof on the Bond Register.

(b) **The Bonds and beneficial interests therein may only be purchased by or transferred to Approved Holders in whole or in part.** Subject to the limitations of the preceding sentence, Bonds may be transferred and exchanged only on the Bond Register as provided in this Section. Upon surrender of any Bond at the principal payment office of the Paying Agent, the Paying Agent shall transfer or exchange such Bond for a new Bond or Bonds in any authorized denomination of the same Stated Maturity and in the same aggregate principal amount as the Bond that was presented for transfer or

exchange. Bonds presented for transfer or exchange shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in a form and with guarantee of signature satisfactory to the Paying Agent, duly executed by the Registered Owner thereof or by the Registered Owner's duly authorized agent.

(c) In all cases in which the privilege of transferring or exchanging Bonds is exercised, the Paying Agent shall authenticate and deliver Bonds in accordance with the provisions of this Ordinance. The City shall pay the fees and expenses of the Paying Agent for the registration, transfer and exchange of Bonds provided for by this Ordinance and the cost of printing a reasonable supply of registered bond blanks. Any additional costs or fees that might be incurred in the secondary market, other than fees of the Paying Agent, are the responsibility of the Registered Owners of the Bonds. If any Registered Owner fails to provide a correct taxpayer identification number to the Paying Agent, the Paying Agent may make a charge against such Registered Owner sufficient to pay any governmental charge required to be paid as a result of such failure. In compliance with Section 3406 of the Code, such amount may be deducted by the Paying Agent from amounts otherwise payable to such Registered Owner hereunder or under the Bonds.

(d) The City and the Paying Agent shall not be required to (1) register the transfer or exchange of any Bond that has been called for redemption after notice of such redemption has been mailed by the Paying Agent pursuant to **Section 303** hereof and during the period of 15 days next preceding the date of mailing of such notice of redemption, or (2) register the transfer or exchange of any Bond during a period beginning at the opening of business on the day after receiving written notice from the City of its intent to pay Defaulted Interest and ending at the close of business on the date fixed for the payment of Defaulted Interest pursuant to **Section 204** hereof.

(e) The City and the Paying Agent may deem and treat the Person in whose name any Bond is registered on the Bond Register as the absolute owner of such Bond, whether such Bond is overdue or not, for the purpose of receiving payment of, or on account of, the principal or Redemption Price of and interest on said Bond and for all other purposes. All payments so made to any such Registered Owner or upon the Registered Owner's order shall be valid and effective to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the City nor the Paying Agent shall be affected by any notice to the contrary.

(f) At reasonable times and under reasonable regulations established by the Paying Agent, the Bond Register may be inspected and copied by the Registered Owners of 10% or more in principal amount of the Bonds then Outstanding or any designated representative of such Registered Owners. The authority of any designated representative of such Registered Owners must be evidenced to the satisfaction of the Paying Agent.

Section 206. Execution, Registration, Authentication and Delivery of Bonds.

(a) Each of the Bonds, including any Bonds issued in exchange or as substitutions for the Bonds initially delivered, shall be signed by the manual or facsimile signature of the Mayor and attested by the manual or facsimile signature of the City Clerk and shall have the official seal of the City affixed or imprinted thereon. In case any officer whose signature appears on any Bond ceases to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes, as if such person had remained in office until delivery. Any Bond may be signed by such persons who at the actual time of the execution of such Bond are the proper officers to sign such Bond although at the date of such Bond such persons may not have been such officers.

(b) The Mayor and City Clerk are hereby authorized and directed to prepare and execute the Bonds in the manner herein specified, and, when duly executed and registered, to deliver the Bonds to the Paying Agent for authentication.

(c) The Bonds shall have endorsed thereon a certificate of authentication substantially in the form set forth in **Exhibit A** attached hereto, which shall be manually executed by an authorized signatory of the Paying Agent, but it shall not be necessary that the same signatory sign the certificate of authentication on all of the Bonds that may be issued hereunder at any one time. No Bond shall be entitled to any security or benefit under this Ordinance or be valid or obligatory for any purpose unless and until such certificate of authentication has been duly executed by the Paying Agent. Such executed certificate of authentication upon any Bond shall be conclusive evidence that such Bond has been duly authenticated and delivered under this Ordinance. Upon authentication, the Paying Agent shall deliver the Bonds to or upon the order of the Purchaser, or shall hold the Bonds as “Fast Agent” for the benefit of the Beneficial Owners (as hereinafter defined), upon payment to the City of the purchase price of the Bonds plus accrued interest thereon to the date of their delivery.

Section 207. Mutilated, Destroyed, Lost and Stolen Bonds.

(a) If (1) any mutilated Bond is surrendered to the Paying Agent or the Paying Agent receives evidence to its satisfaction of the destruction, loss or theft of any Bond, and (2) there is delivered to the Paying Agent such security or indemnity as may be required by the Paying Agent to save each of the City and the Paying Agent harmless, then, in the absence of notice to the Paying Agent that such Bond has been acquired by a bona fide purchaser, the City shall execute and the Paying Agent shall authenticate and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Bond, a new Bond of the same Stated Maturity and of like tenor and principal amount.

(b) If any such mutilated, destroyed, lost or stolen Bond has become or is about to become due and payable, the City may, in its discretion, direct the Paying Agent to pay such Bond instead of delivering a new Bond.

(c) Upon the issuance of any new Bond under this Section, the City or the Paying Agent may require the payment by the Registered Owner of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Paying Agent) connected therewith.

(d) Every new Bond issued pursuant to this Section shall constitute a replacement of the City’s prior obligation, and shall be entitled to all the benefits of this Ordinance equally and ratably with all other Outstanding Bonds.

Section 208. Cancellation and Destruction of Bonds Upon Payment. All Bonds that have been paid or redeemed or that otherwise have been surrendered to the Paying Agent, either at or before Maturity, shall be cancelled by the Paying Agent immediately upon the payment, redemption and surrender thereof to the Paying Agent and subsequently destroyed in accordance with the customary practices of the Paying Agent. The Paying Agent shall execute a certificate in duplicate describing the Bonds so cancelled and shall file an executed counterpart of such certificate with the City.

Section 209. Private Placement with Purchaser. The Bonds are being privately placed with the Purchaser at a purchase price of \$6,975,000. The City is authorized to enter into the Placement Agreement between the City and the Placement Agent in the form attached hereto as **Exhibit D**. The Mayor is authorized to execute the Placement Agreement, with such changes therein as such official

deems appropriate, for and on behalf of the City, such officer's signature thereon being conclusive evidence of such official's and the City's approval thereof.

Section 210. Authorization of Escrow Instructions. The City hereby approves the Escrow Instructions in substantially the form attached to this Ordinance as **Exhibit C** and the Mayor is hereby authorized and directed to execute the Escrow Instructions with such changes therein as he or she may deem appropriate, for and on behalf of and as the act and deed of the City. The Escrow Agent is hereby authorized to carry out, on behalf of the City, the duties, terms and provisions of the Escrow Instructions.

Section 211. Securities Depository.

(a) For purposes of this **Section 211**, the following terms shall have the following meanings:

“Beneficial Owner” means, whenever used with respect to a Bond, the Person in whose name such Bond is recorded as the beneficial owner of such Bond by a Participant on the records of such Participant, or such Person's subrogee.

“Cede & Co.” means Cede & Co., the nominee of DTC, and any successor nominee of DTC with respect to the Bonds.

“DTC” means The Depository Trust Company of New York, New York.

“Participant” means any broker-dealer, bank or other financial institution for which DTC holds Bonds as securities depository.

“Representation Letter” means the representation letters from the City and the Paying Agent to DTC with respect to the Bonds.

(b) The Bonds shall be initially issued as one single authenticated fully registered bond for each Stated Maturity. Upon initial issuance, the ownership of such Bonds shall be registered in the Bond Register kept by the Paying Agent in the name of Cede & Co., as nominee of DTC. The Paying Agent and the City may treat DTC (or its nominee) as the sole and exclusive owner of the Bonds registered in its name for the purposes of payment of the principal or Redemption Price of and interest on the Bonds, selecting the Bonds or portions thereof to be redeemed, giving any notice permitted or required to be given to Registered Owners of Bonds under this Ordinance, registering the transfer of Bonds, and for all other purposes whatsoever; and neither the Paying Agent nor the City shall be affected by any notice to the contrary. Neither the Paying Agent nor the City shall have any responsibility or obligation to any Participant, any Person claiming a beneficial ownership interest in the Bonds under or through DTC or any Participant, or any other Person which is not shown on the Bond Register kept by the Paying Agent as being a Registered Owner of any Bonds, with respect to the accuracy of any records maintained by DTC or any Participant, with respect to the payment by DTC or any Participant of any amount with respect to the principal or Redemption Price of and interest on the Bonds, with respect to any notice which is permitted or required to be given to Registered Owners of Bonds under this Ordinance, with respect to the selection by DTC or any Participant of any Person to receive payment in the event of a partial redemption of the Bonds, or with respect to any consent given or other action taken by DTC as Registered Owner of the Bonds. The Paying Agent shall pay all principal or Redemption Price of and interest on the Bonds only to Cede & Co. in accordance with the Representation Letter, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to the principal or Redemption Price of and interest on the Bonds to the extent of the sum or sums so paid. No Person other than DTC (or the Paying Agent as “Fast Agent”) shall receive an authenticated Bond for each separate Stated Maturity evidencing the obligation of the City to make payments of principal and

interest. Upon delivery by DTC to the Paying Agent of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the Bonds will be transferable to such new nominee in accordance with paragraph (e) hereof.

(c) If Participants holding a majority interest in the Bonds determine that it is in the best interest of the Beneficial Owners that they be able to obtain certificated bonds, such Participants may notify DTC and the Paying Agent, whereupon DTC shall make bond certificates available. In such event, the Bonds will be transferable in accordance with paragraph (e) hereof. DTC may determine to discontinue providing its services with respect to the Bonds at any time by giving notice to the City and the Paying Agent and discharging its responsibilities with respect thereto under applicable law. In such event the Bonds will be transferable in accordance with paragraph (e) hereof.

(d) Notwithstanding any other provision of this Ordinance to the contrary, so long as any Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to the principal or Redemption Price of and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, to DTC as provided in the Representation Letter.

(e) If any transfer or exchange of Bonds is permitted under paragraph (b) or (c) hereof, such transfer or exchange shall be accomplished upon receipt by the Paying Agent from the Registered Owners thereof of the Bonds to be transferred or exchanged and appropriate instruments of transfer to the permitted transferee in accordance with the provisions of this Ordinance. If Bonds are issued to holders other than Cede & Co., its successor as nominee for DTC as holder of all the Bonds, or other securities depository as holder of all the Bonds, the provisions of this Ordinance shall also apply to all matters relating thereto, including, without limitation, the printing of such Bonds and the method of payment of the principal or Redemption Price of and interest on such Bonds. In the event that Bonds are issued to holders other than DTC, the Paying Agent may rely on information provided by DTC or any Participant as to the names, addresses of and principal amounts held by the Beneficial Owners of the Bonds.

ARTICLE III

REDEMPTION OF BONDS

Section 301. Redemption of Bonds. At the option of the City, the Bonds maturing on January 1, 2028 and thereafter may be called for redemption and payment prior to their Stated Maturity on January 1, 2027 and thereafter, as a whole or in part, at any time in such amount for each Stated Maturity as shall be determined by the City, at the Redemption Price of 100% of the principal amount thereof, plus accrued interest thereon to the Redemption Date.

Section 302. Selection of Bonds to Be Redeemed.

(a) The Paying Agent shall call Bonds for redemption and payment and shall give notice of such redemption as herein provided upon receipt by the Paying Agent at least 45 days prior to the Redemption Date of the City's written instructions specifying the principal amount, Stated Maturities, Redemption Date and Redemption Price of the Bonds to be called for redemption. The Paying Agent may in its discretion waive such notice period so long as the notice requirements set forth in **Section 303** are met.

(b) Bonds shall be redeemed only in the principal amount of \$100,000 and integral multiples of \$5,000 in excess thereof. When less than all of the Outstanding Bonds are to be redeemed, such Bonds shall be redeemed in such order of their Stated Maturities as determined by the City, and Bonds of less

than a full Stated Maturity shall be selected by the Paying Agent in \$100,000 units of principal amount by lot or in such other equitable manner as the Paying Agent may determine.

(c) In the case of a partial redemption of Bonds, when Bonds of denominations greater than \$100,000 are then Outstanding, then for all purposes in connection with such redemption each \$100,000 of face value shall be treated as though it were a separate Bond of the denomination of \$100,000. If it is determined that one or more, but not all, of the \$100,000 units of face value represented by any Bond are selected for redemption, then upon notice of intention to redeem such \$100,000 unit or units, the Registered Owner of such Bond or the Registered Owner's duly authorized agent shall present and surrender such Bond to the Paying Agent (1) for payment of the Redemption Price and interest to the Redemption Date of such \$100,000 unit or units of face value called for redemption, and (2) for exchange, without charge to the Registered Owner thereof, for a new Bond or Bonds of the aggregate principal amount of the unredeemed portion of the principal amount of such Bond. If the Registered Owner of any such Bond fails to present such Bond to the Paying Agent for payment and exchange as aforesaid, such Bond shall, nevertheless, become due and payable on the Redemption Date to the extent of the \$100,000 unit or units of face value called for redemption (and to that extent only).

Section 303. Notice and Effect of Call for Redemption.

(a) Unless waived by any Registered Owner of Bonds to be redeemed, official notice of any redemption shall be given by the Paying Agent on the City's behalf by mailing a copy of an official redemption notice by first class mail at least 30 days but not more than 60 days prior to the Redemption Date to each Registered Owner of the Bond or Bonds to be redeemed at the address shown on the Bond Register.

(b) All official notices of redemption shall be dated and shall contain the following information:

(1) the Redemption Date;

(2) the Redemption Price;

(3) if less than all Outstanding Bonds are to be redeemed, the identification number, Stated Maturity and, in the case of the partial redemption of any Bonds, the respective principal amounts of the Bonds to be redeemed;

(4) a statement that on the Redemption Date the Redemption Price will become due and payable upon each such Bond or portion thereof called for redemption and that interest thereon shall cease to accrue from and after the Redemption Date; and

(5) the place where such Bonds are to be surrendered for payment of the Redemption Price, which shall be the principal payment office designated by the Paying Agent.

(c) With respect to optional redemptions, such notice may be conditioned upon moneys being on deposit with the Paying Agent on or prior to the Redemption Date in an amount sufficient to pay the Redemption Price on the Redemption Date. If such notice is conditional and either the Paying Agent receives written notice from the City that moneys sufficient to pay the Redemption Price will not be on deposit on the Redemption Date, or such moneys are not received on the Redemption Date, then such notice shall be of no force and effect, the Paying Agent shall not redeem such Bonds and the Paying Agent shall give notice, in the same manner in which the notice of redemption was given, that such moneys were not or will not be so received and that such Bonds will not be redeemed.

(d) Official notice of redemption having been given as aforesaid, the Bonds or portions of Bonds to be redeemed shall become due and payable on the Redemption Date, at the Redemption Price therein specified, and from and after the Redemption Date (unless the City defaults in the payment of the Redemption Price) such Bonds or portion of Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with such notice, the Redemption Price of such Bonds shall be paid by the Paying Agent. Installments of interest due on or prior to the Redemption Date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Bond, the Paying Agent shall prepare for the Registered Owner a new Bond or Bonds of the same Stated Maturity in the amount of the unpaid principal as provided herein. All Bonds that have been surrendered for redemption shall be cancelled and destroyed by the Paying Agent as provided herein and shall not be reissued.

(e) The failure of any Registered Owner to receive the foregoing notice or any defect therein shall not invalidate the effectiveness of the call for redemption.

(f) In addition to the foregoing notice, further notice shall be given by the Paying Agent on the City's behalf as set out below, but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if official notice thereof is given as above prescribed.

(1) Each further notice of redemption given hereunder shall contain the information required above for an official notice of redemption plus (A) the CUSIP Numbers of all Bonds being redeemed; (B) the date of issue of the Bonds as originally issued; (C) the rate of interest borne by each Bond being redeemed; (D) the Stated Maturity of each Bond being redeemed; and (E) any other descriptive information needed to identify accurately the Bonds being redeemed.

(2) Each further notice of redemption shall be sent at least one day before the mailing of notice to Registered Owners by first class, registered or certified mail or overnight delivery, as determined by the Paying Agent, to all registered securities depositories then in the business of holding substantial amounts of obligations of types comprising the Bonds and to one or more national information services that disseminate notices of redemption of obligations such as the Bonds.

(3) Each check or other transfer of funds issued for the payment of the Redemption Price of Bonds being redeemed shall bear or have enclosed therewith the CUSIP Number of the Bonds being redeemed with the proceeds of such check or other transfer.

(g) The Paying Agent is also directed to comply with any mandatory standards then in effect for processing redemptions of municipal securities established by the Securities and Exchange Commission. Failure to comply with such standards shall not affect or invalidate the redemption of any Bond.

ARTICLE IV

SECURITY FOR AND PAYMENT OF BONDS

Section 401. Security for the Bonds. The Bonds shall be general obligations of the City payable as to both principal and interest from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property within the City's territorial limits. The full faith,

credit and resources of the City are hereby irrevocably pledged for the prompt payment of the principal of and interest on the Bonds as the same become due.

Section 402. Levy and Collection of Annual Tax.

(a) For the purpose of providing for the payment of the principal or Redemption Price of and interest on the Bonds as the same become due, there is hereby levied upon all of the taxable tangible property within the City a direct annual tax sufficient to produce the amounts necessary for the payment of such principal or Redemption Price of and interest as the same becomes due and payable in each year; provided that no taxes are levied for the principal and interest due on the Bonds on January 1, 2021 and July 1, 2021, as follows:

<u>FOR THE YEAR</u>	<u>A TAX SUFFICIENT TO PRODUCE THE SUM OF:</u>
2020	\$353,430.00 for principal and interest
2021	\$356,317.50 for principal and interest
2022	\$359,027.50 for principal and interest
2023	\$356,507.50 for principal and interest
2024	\$363,655.00 for principal and interest
2025	\$1,255,290.00 for principal and interest
2026	\$1,255,916.25 for principal and interest
2027	\$1,016,770.00 for principal and interest
2028	\$1,022,905.00 for principal and interest
2029	\$1,017,827.50 for principal and interest

(b) If at any time said taxes are not collected in time to pay the principal of or interest on the Bonds when due, the City Treasurer is hereby authorized and directed to pay said principal or interest out of the general funds of the City and to reimburse said general funds for money so expended when said taxes are collected.

(c) The City covenants and agrees with the Registered Owners of the Bonds that so long as any of the Bonds remain outstanding, the City will take no action or fail to take any action which in any way would adversely affect the ability of the City to levy and collect the foregoing tax levy and the City and its officers will comply with all present and future applicable laws in order to assure that the foregoing taxes will be levied, extended and collected as provided herein and deposited in the Debt Service Fund.

(d) Notwithstanding anything to the contrary herein, the City may abate the foregoing taxes whenever funds from any lawful source are available for the payment of the principal of and interest on the Bonds. The City may direct the abatement of the foregoing taxes to the extent such other legally available funds are sufficient for the payment of the principal of and interest on the Bonds and shall timely file an appropriate certification of such abatement with the County Clerk of St. Clair County, Illinois. If for any reason there is abatement of such levy of taxes and the failure thereafter to pay the principal of and interest on the Bonds, the additional amount, together with accrued interest, shall be added to the tax levy in the year of, or the next year following, such failure.

Section 403. Filing of Ordinance. Upon the passage of this Ordinance, the City Clerk is hereby directed to file a certified copy of this Ordinance with the County Clerk of St. Clair County, Illinois, and it shall be the duty of said County Clerk to annually, in and for each of the years 2020 to 2029, inclusive, ascertain the rate necessary to produce the tax herein levied, and extend the same for

collection on the tax books against all of the taxable property within the City in connection with other taxes levied in each of said years for general corporate purposes, in order to raise the respective amounts aforesaid and in each of said years such annual tax shall be computed, extended and collected in the same manner as now or hereafter provided by law for the computation, extension and collection of taxes for general corporate purposes of the City, and when collected, the taxes hereby levied shall be placed in the Debt Service Fund.

Section 404. Filing of Certificate of Reduction of Taxes. The Mayor is hereby directed to prepare and file with the County Clerk a certificate directing the abatement of the taxes previously levied to pay the Refunded Bonds.

Section 405. Uses of Taxes Previously Levied. All proceeds received or to be received from any taxes previously levied to pay the principal of and interest on the Refunded Bonds shall be used to pay the principal of and interest on the Refunded Bonds and to the extent that such proceeds are not needed for such purpose because of the establishment of the Escrow Fund pursuant to the Escrow Instructions, the same shall be deposited into the Debt Service Fund and used to pay the principal of and interest on the Bonds in accordance with all of the provisions of this Ordinance.

ARTICLE V

ESTABLISHMENT OF FUNDS; DEPOSIT AND APPLICATION OF MONEY

Section 501. Establishment of Funds. There have been or shall be established in the City's treasury and shall be held and administered by the City Treasurer the Debt Service Fund, which shall contain a Series 2020 Debt Service Account.

In addition to the funds described above, the Escrow Instructions establishes the Escrow Fund and the Costs of Issuance Fund to be held and administered by the Escrow Agent in accordance with the provisions of the Escrow Instructions.

Section 502. Deposit of Bond Proceeds. The proceeds received from the sale of the Bonds shall be deposited or disbursed simultaneously with the delivery of the Bonds, as follows:

(a) The sum of \$73,684.92 from the proceeds of the Bonds shall be transferred to the Escrow Agent and deposited in the Costs of Issuance Fund and shall be disbursed to pay the costs of issuing the Bonds, including the fees of attorneys, financial consultants, accountants, rating agencies, printers and others employed to render professional services and other costs, fees and expenses incurred in connection with the issuance of the Bonds. Any such money not used for such purpose shall be applied to the payment of interest due on the Bonds on January 1, 2021.

(b) The sum of \$6,901,315.08 from the proceeds of the Bonds shall be transferred to the Escrow Agent and deposited in the Escrow Fund to pay the principal of and interest on the Refunded Bonds.

Section 503. Application of Money in Debt Service Fund.

(a) All amounts paid and credited to the Debt Service Fund shall be expended and used by the City for the sole purpose of paying the principal or Redemption Price of and interest on the Bonds on any Bond Payment Date. The City Treasurer is authorized and directed to withdraw from the Debt

Service Fund sums sufficient to pay both principal or Redemption Price of and interest on the Bonds as and when the same become due, and to forward such sums to the Paying Agent in a manner which ensures that the Paying Agent will receive immediately available funds in such amounts on or before the Business Day immediately preceding the dates when such principal or Redemption Price and interest will become due. If, through the lapse of time or otherwise, the Registered Owners of Bonds are no longer entitled to enforce payment of the Bonds or the interest thereon, the Paying Agent shall return said funds to the City. All money deposited with the Paying Agent shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Ordinance and shall be held in trust by the Paying Agent for the benefit of the Registered Owners of the Bonds entitled to payment from such money.

Section 504. Deposits and Investment of Money.

(a) Except with respect to the Escrow Fund, money in each of the funds created by and referred to in this Ordinance shall be deposited in a bank or banks or other legally permitted financial institutions that are members of the Federal Deposit Insurance Corporation. All such deposits, except with respect to the Escrow Fund, shall be continuously and adequately secured by the financial institutions holding such deposits as provided by the laws of the State of Illinois.

(b) Money held in any fund referred to in this Ordinance may be invested by the City Treasurer at the direction of the City Council, in accordance with this Ordinance and the Federal Tax Certificate, in legally permitted investments of funds of the City; provided, however, that no such investment may be made for a period extending longer than to the date when the money invested may be needed for the purpose for which such fund was created. All earnings on any investments held in any fund shall accrue to and become a part of such fund.

Section 505. Nonpresentment of Bonds. If any Bond is not presented for payment when the principal thereof becomes due at Maturity, if funds sufficient to pay such Bond have been made available to the Paying Agent, all liability of the City to the Registered Owner thereof for the payment of such Bond shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the Registered Owner of such Bond, who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Ordinance or on, or with respect to, said Bond. If any Bond is not presented for payment within one year following the date when such Bond becomes due at Maturity, the Paying Agent shall, without liability for interest thereon, repay to the City the funds theretofore held by it for payment of such Bond, and such Bond shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the City, and the Registered Owner thereof shall be entitled to look only to the City for payment, and then only to the extent of the amount so repaid to it by the Paying Agent, and the City shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

Section 506. Payments Due on Saturdays, Sundays and Holidays. In any case where a Bond Payment Date is not a Business Day, then payment of the principal or Redemption Price of and interest on the Bonds need not be made on such Bond Payment Date but may be made on the next succeeding Business Day with the same force and effect as if made on such Bond Payment Date, and no interest shall accrue for the period after such Bond Payment Date.

Section 507. Redemption of Refunded Bonds.

(a) The Series 2009 Refunded Bonds are hereby called for redemption and payment prior to maturity on November 5, 2020. The Series 2009 Refunded Bonds shall be redeemed at the principal

payment office of Amalgamated Bank of Chicago, Illinois, the paying agent for the Series 2009 Refunded Bonds (the “2009 Paying Agent”), by the payment on the redemption date of the principal thereof, together with accrued interest thereon to the redemption date. The City Council hereby authorizes the Mayor or City Clerk to cause notice of the call for redemption and payment of the Series 2009 Refunded Bonds to be given in the manner provided in the Series 2009 Bond Ordinance. The officers of the City and the 2009 Paying Agent are hereby authorized and directed to take such other action as may be necessary in order to effect the redemption and payment of the Series 2009 Refunded Bonds as herein provided.

(b) The Series 2011A Refunded Bonds are hereby called for redemption and payment prior to maturity on January 1, 2021. The Series 2011A Refunded Bonds shall be redeemed at the principal payment office of UMB Bank, N.A., Kansas City, Missouri, the paying agent for the Series 2011A Refunded Bonds (the “2011A Paying Agent”), by the payment on the redemption date of the principal thereof, together with accrued interest thereon to the redemption date. The City Council hereby authorizes the Mayor or City Clerk to cause notice of the call for redemption and payment of the Series 2011A Refunded Bonds to be given in the manner provided in the Series 2011A Bond Ordinance. The officers of the City and the 2011A Paying Agent are hereby authorized and directed to take such other action as may be necessary in order to effect the redemption and payment of the Series 2011A Refunded Bonds as herein provided.

ARTICLE VI

REMEDIES

Section 601. Remedies. The provisions of this Ordinance, including the covenants and agreements herein contained, shall constitute a contract between the City and the Registered Owners of the Bonds, and the Registered Owner or Owners of not less than 10% in principal amount of the Bonds at the time Outstanding shall have the right for the equal benefit and protection of all Registered Owners of Bonds similarly situated:

(a) by mandamus or other suit, action or proceedings at law or in equity to enforce the rights of such Registered Owner or Owners against the City and its officers, agents and employees, and to require and compel duties and obligations required by the provisions of this Ordinance or by the constitution and laws of the State of Illinois;

(b) by suit, action or other proceedings in equity or at law to require the City, its officers, agents and employees to account as if they were the trustees of an express trust; and

(c) by suit, action or other proceedings in equity or at law to enjoin any acts or things which may be unlawful or in violation of the rights of the Registered Owners of the Bonds.

Section 602. Limitation on Rights of Registered Owners. The covenants and agreements of the City contained herein and in the Bonds shall be for the equal benefit, protection and security of the legal owners of any or all of the Bonds. All of the Bonds shall be of equal rank and without preference or priority of one Bond over any other Bond in the application of the funds herein pledged to the payment of the principal of and the interest on the Bonds, or otherwise, except as to rate of interest, or date of Maturity or right of prior redemption as provided in this Ordinance. No one or more Registered Owners secured hereby shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the security granted and provided for herein, or to enforce any right hereunder, except in the

manner herein provided, and all proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all Registered Owners of such Outstanding Bonds.

Section 603. Remedies Cumulative. No remedy conferred herein upon the Registered Owners is intended to be exclusive of any other remedy, but each such remedy shall be cumulative and in addition to every other remedy and may be exercised without exhausting and without regard to any other remedy conferred herein. No waiver of any default or breach of duty or contract by the Registered Owner of any Bond shall extend to or affect any subsequent default or breach of duty or contract or shall impair any rights or remedies consequent thereon. No delay or omission of any Registered Owner to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein. Every substantive right and every remedy conferred upon the Registered Owners of the Bonds by this Ordinance may be enforced and exercised from time to time and as often as may be deemed expedient. If any suit, action or proceedings taken by any Registered Owner on account of any default or to enforce any right or exercise any remedy has been discontinued or abandoned for any reason, or has been determined adversely to such Registered Owner, then, and in every such case, the City and the Registered Owners of the Bonds shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the Registered Owners shall continue as if no such suit, action or other proceedings had been brought or taken.

ARTICLE VII

DEFEASANCE

Section 701. Defeasance.

(a) When any or all of the Bonds or scheduled interest payments thereon have been paid and discharged, then the requirements contained in this Ordinance and the pledge of the City's faith and credit hereunder and all other rights granted hereby shall terminate with respect to the Bonds or scheduled interest payments thereon so paid and discharged. Bonds or scheduled interest payments thereon shall be deemed to have been paid and discharged within the meaning of this Ordinance if there has been deposited with the Paying Agent, or other commercial bank or trust company having full trust powers, at or prior to the Stated Maturity or Redemption Date of said Bonds or the interest payments thereon, in trust for and irrevocably appropriated thereto, money and/or Defeasance Obligations which, together with the interest to be earned on any such Defeasance Obligations, will be sufficient for the payment of the principal of and redemption premium, if any, on said Bonds and/or interest accrued to the Stated Maturity or Redemption Date, or if default in such payment has occurred on such date, then to the date of the tender of such payments; provided, however, that if any such Bonds are to be redeemed prior to their Stated Maturity, (1) the City has elected to redeem such Bonds, and (2) either notice of such redemption has been given, or the City has given irrevocable instructions, or shall have provided for an escrow agent to give irrevocable instructions, to the Paying Agent to give such notice of redemption in compliance with **Section 302(a)** hereof. If the Bonds are refunded more than 90 days in advance of such Redemption Date, any escrow agreement entered into by the District in connection with such refunding shall provide that such written instructions to the Paying Agent shall be given by the escrow agent on the District's behalf not less than 45 days prior to the Redemption Date.

(b) Any money and Defeasance Obligations that at any time shall be deposited with the Paying Agent or other commercial bank or trust company by or on behalf of the City, for the purpose of paying and discharging any of the Bonds, or the interest payments thereon, shall be and are hereby assigned, transferred and set over to the Paying Agent or other bank or trust company in trust for the

respective Registered Owners of the Bonds, and such money shall be and is hereby irrevocably appropriated to the payment and discharge thereof. All money and Defeasance Obligations deposited with the Paying Agent or other bank or trust company shall be deemed to be deposited in accordance with and subject to all of the provisions of this Ordinance.

(c) To accomplish defeasance of the Bonds in the event the Bonds are to be advance refunded, the City shall cause to be delivered to the Paying Agent (i) a report of an independent firm of nationally recognized certified public accountants verifying the sufficiency of the escrow established to pay the Bonds in full at Maturity, (ii) an escrow deposit agreement and (iii) an opinion of Bond Counsel to the effect that the Bonds are no longer “Outstanding” under this Ordinance. Bonds shall be deemed “Outstanding” under this Ordinance unless and until they are in fact paid and retired or the criteria of this Section are met.

ARTICLE VIII

MISCELLANEOUS PROVISIONS

Section 801. Tax Covenants. The City hereby covenants and agrees to comply with all provisions and requirements of the Federal Tax Certificate, which is hereby approved in substantially the form attached hereto as **Exhibit B**, with such changes therein as shall be approved by the Mayor and the Bond Compliance Officer (as defined therein), which officers are hereby authorized to execute the Federal Tax Certificate for and on behalf of the City, such officer’s signature thereon being conclusive evidence of his or her approval thereof.

Section 802. Annual Audit.

(a) Annually, promptly after the end of the fiscal year, the City will cause an audit to be made of its funds and accounts for the preceding fiscal year by an independent certified public accountant or firm of independent certified public accountants.

(b) Within 30 days after the completion of each such audit, a copy thereof shall be filed in the office of the City Clerk. Such audits shall at all times during the usual business hours be open to the examination and inspection by any taxpayer, any Registered Owner of any of the Bonds, or by anyone acting for or on behalf of such taxpayer or Registered Owner.

(c) As soon as possible after the completion of the annual audit, the governing body of the City shall review such audit, and if the audit discloses that proper provision has not been made for all of the requirements of this Ordinance, the City shall promptly cure such deficiency.

Section 803. Amendments.

(a) The rights and duties of the City and the Registered Owners, and the terms and provisions of the Bonds or of this Ordinance, may be amended or modified at any time in any respect by Ordinance of the City with the written consent of the Registered Owners of not less than a majority in principal amount of the Bonds then Outstanding, such consent to be evidenced by an instrument or instruments executed by such Registered Owners and duly acknowledged or proved in the manner of a deed to be recorded, and such instrument or instruments shall be filed with the City Clerk. No such modification or alteration may:

(1) extend the maturity of any payment of principal or interest due upon any Bond;

- (2) alter the optional Redemption Date of any Bond;
- (3) effect a reduction in the amount which the City is required to pay as principal of or interest on any Bond;
- (4) permit preference or priority of any Bond over any other Bond; or
- (5) reduce the percentage in principal amount of Bonds required for the written consent to any modification or alteration of the provisions of this Ordinance.

(b) Any provision of the Bonds or of this Ordinance may, however, be amended or modified by Ordinance duly adopted by the governing body of the City at any time in any legal respect with the written consent of the Registered Owners of all of the Bonds at the time Outstanding.

(c) Without notice to or the consent of any Registered Owners, the City may amend or supplement this Ordinance for the purpose of curing any formal defect, omission, inconsistency or ambiguity therein or in connection with any other change therein which is not materially adverse to the interests of the Registered Owners.

(d) Every amendment or modification of the provisions of the Bonds or of this Ordinance, to which the written consent of the Registered Owners is given, as above provided, shall be expressed in an ordinance adopted by the governing body of the City amending or supplementing the provisions of this Ordinance and shall be deemed to be a part of this Ordinance. A certified copy of every such amendatory or supplemental ordinance if any, and a certified copy of this Ordinance shall always be kept on file in the office of the City Clerk and shall be made available for inspection by the Registered Owner of any Bond or a prospective purchaser or owner of any Bond authorized by this Ordinance, and upon payment of the reasonable cost of preparing the same, a certified copy of any such amendatory or supplemental ordinance or of this Ordinance will be sent by the City Clerk to any such Registered Owner or prospective Registered Owner.

(e) Any and all modifications made in the manner hereinabove provided shall not become effective until there has been filed with the City Clerk a copy of the Ordinance of the City hereinabove provided for, duly certified, as well as proof of any required consent to such modification by the Registered Owners of the Bonds then Outstanding. It shall not be necessary to note on any of the Outstanding Bonds any reference to such amendment or modification.

(f) The City shall furnish to the Paying Agent a copy of any amendment to the Bonds or this Ordinance which affects the duties or obligations of the Paying Agent under this Ordinance.

Section 804. Notices, Consents and Other Instruments by Registered Owners.

(a) Any notice, consent, request, direction, approval or other instrument to be signed and executed by the Registered Owners may be in any number of concurrent writings of similar tenor and may be signed or executed by such Registered Owners in person or by agent appointed in writing. Proof of the execution of any such instrument or of the writing appointing any such agent and of the ownership of Bonds (other than the assignment of the ownership of a Bond as provided for in the form of Bond set forth in **Exhibit A**) if made in the following manner, shall be sufficient for any of the purposes of this Ordinance, and shall be conclusive in favor of the City and the Paying Agent with regard to any action taken, suffered or omitted under any such instrument, namely:

(1) The fact and date of the execution by any Person of any such instrument may be proved by a certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the Person signing such instrument acknowledged before such officer the execution thereof, or by affidavit of any witness to such execution.

(2) The fact of ownership of Bonds, the amount or amounts, numbers and other identification of Bonds, and the date of holding the same shall be proved by the Bond Register.

(b) In determining whether the Registered Owners of the requisite principal amount of Bonds Outstanding have given any request, demand, authorization, direction, notice, consent or waiver under this Ordinance, Bonds owned by the City shall be disregarded and deemed not to be Outstanding under this Ordinance, except that, in determining whether the Registered Owners shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Bonds which the Registered Owners know to be so owned shall be so disregarded. Notwithstanding the foregoing, Bonds so owned which have been pledged in good faith shall not be disregarded as aforesaid if the pledgee establishes to the satisfaction of the Registered Owners the pledgee's right so to act with respect to such Bonds and that the pledgee is not the City.

Section 805. Further Authority. The officers of the City, including the Mayor, the City Treasurer, the City Clerk and the Finance Director, are hereby authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Ordinance and to make ministerial alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 806. Parties Interested Herein. Nothing in this Ordinance expressed or implied is intended or shall be construed to confer upon, or to give to, any Person or entity, other than the City, the Paying Agent and the Registered Owners of the Bonds, any right, remedy or claim under or by reason of this Ordinance or any covenant, condition or stipulation thereof, and all covenants, stipulations, promises and agreements in this Ordinance contained by and on behalf of the City shall be for the sole and exclusive benefit of the City, the Paying Agent and the Registered Owners of the Bonds.

Section 807. Severability. If any section or other part of this Ordinance is for any reason held invalid, the invalidity thereof shall not affect the validity of the other provisions of this Ordinance.

Section 808. Governing Law. This Ordinance shall be governed exclusively by and construed in accordance with the applicable laws of the State of Illinois.

Section 809. Effective Date. This Ordinance shall take effect and be in full force immediately after its passage by the City Council and approval by the Mayor.

Section 810. Electronic Transactions. The transaction described herein may be conducted and related documents may be sent, received or stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

PASSED by the City Council of the City of Belleville, Illinois on this 21st day of September, 2020 on the following roll call vote:

	AYE	NAY
Ken Kinsella	_____	_____
Joe Hazel	_____	_____
Carmen Duco	_____	_____
David Pusa	_____	_____
Kent Randle	_____	_____
Scott Ferguson	_____	_____
Johnnie Anthony	_____	_____
Raffi Ovian	_____	_____
Ed Dintelman	_____	_____
Michelle Schaefer	_____	_____
Dr. Mary G. Stiehl	_____	_____
Chris Rothweiler	_____	_____
Phil Elmore	_____	_____
Dennis C. Weygandt	_____	_____
Roger Wigginton	_____	_____
Roger W. Barfield	_____	_____

[Remainder of page intentionally blank.]

APPROVED by the Mayor of the City of Belleville, Illinois this 21st day of September, 2020.

ATTEST:

APPROVED:

City Clerk

Mayor

(SEAL)

**EXHIBIT A
TO ORDINANCE**

(FORM OF BONDS)

EXCEPT AS OTHERWISE PROVIDED IN THE ORDINANCE (DESCRIBED HEREIN), THIS GLOBAL BOND MAY BE TRANSFERRED, IN WHOLE BUT NOT IN PART, ONLY TO ANOTHER NOMINEE OF THE SECURITIES DEPOSITORY (DESCRIBED HEREIN) OR TO A SUCCESSOR SECURITIES DEPOSITORY OR TO A NOMINEE OF A SUCCESSOR SECURITIES DEPOSITORY.

**UNITED STATES OF AMERICA
STATE OF ILLINOIS**

**Registered
No. _____**

**Registered
\$ _____**

**CITY OF BELLEVILLE, ILLINOIS
GENERAL OBLIGATION REFUNDING BOND
SERIES 2020**

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Dated Date</u>	<u>CUSIP Number</u>
	January 1, 20__	October __, 2020	

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: _____ DOLLARS

THE CITY OF BELLEVILLE, ILLINOIS, a home rule city and political subdivision of the State of Illinois (the "City"), for value received, hereby acknowledges itself to be indebted and promises to pay to the registered owner shown above, or registered assigns, the principal amount shown above on the maturity date shown above unless called for redemption prior to said maturity date, and to pay interest thereon at the interest rate per annum shown above (computed on the basis of a 360-day year of twelve 30-day months) from the Dated Date shown above or from the most recent Interest Payment Date to which interest has been paid or duly provided for, payable semiannually on January 1 and July 1 in each year, beginning on January 1, 2021, until said principal amount has been paid.

The principal or Redemption Price of this Bond shall be paid at maturity or upon earlier redemption by check or draft to the Person in whose name this Bond is registered on the Bond Register (hereinafter defined) at the maturity or Redemption Date thereof, upon presentation and surrender of this Bond at the payment office of BOKF, N.A. (the "Paying Agent"), in St. Louis, Missouri. The interest payable on this Bond on any Interest Payment Date shall be paid to the Person in whose name this Bond

is registered on the registration books maintained by the Paying Agent (the “Bond Register”) at the close of business on the Record Date for such interest, which shall be the 15th day (whether or not a business day) of the calendar month next preceding the Interest Payment Date. Such interest shall be payable by (a) check or draft mailed by the Paying Agent to the address of such Registered Owner shown on the Bond Register or such other address furnished to the Paying Agent in writing by such Registered Owner or (b) electronic transfer to such Registered Owner upon written notice signed by such Registered Owner and given to the Paying Agent not less than 15 days prior to the Record Date for such interest, containing the electronic transfer instructions including the name and address of the bank, its ABA routing number and the account number to which such Registered Owner wishes to have such transfer directed, and an acknowledgment that an electronic transfer fee may be applicable. The principal or Redemption Price of and interest on the Bonds shall be payable by check, electronic transfer or draft in any coin or currency that, on the respective dates of payment thereof, is legal tender for the payment of public and private debts.

This Bond is one of an authorized series of bonds of the City designated “General Obligation Refunding Bonds, Series 2020,” aggregating the principal amount of \$6,975,000 (the “Bonds”), issued by the City for the purpose of (1) refunding certain outstanding general obligation bonds of the City and (2) paying costs of issuing the Bonds, under the authority of and in full compliance with the constitution and laws of the State of Illinois and an ordinance duly passed (the “Ordinance”) and proceedings duly and legally had by the governing body of the City. *Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Ordinance.*

At the option of the City, the Bonds maturing on January 1, 2028 and thereafter may be redeemed and paid prior to maturity on January 1, 2027 and thereafter, as a whole or in part, at any time in such order of maturity as directed by the City (Bonds of less than a full maturity to be selected in multiples of \$100,000 principal amount by lot or in such other equitable manner as the Paying Agent shall designate) at the Redemption Price of 100% of the principal amount thereof, plus accrued interest thereon to the Redemption Date.

Notice of redemption, unless waived, is to be given by the Paying Agent by mailing an official redemption notice by first class mail at least 30 days prior to the Redemption Date to each Registered Owner of the Bond or Bonds to be redeemed at the address shown on the Bond Register maintained by the Paying Agent. Notice of redemption having been given as aforesaid, the Bonds or portions of Bonds to be redeemed shall, on the Redemption Date, become due and payable at the Redemption Price therein specified, and from and after such date (unless the City defaults in the payment of the redemption price) such Bonds or portions of Bonds shall cease to bear interest.

The Bonds constitute general obligations of the City payable as to both principal and interest from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property within the territorial limits of the City; provided that no taxes are levied for the principal and interest due on the Bonds on January 1, 2021 and July 1, 2021. The full faith, credit and resources of the City are irrevocably pledged for the prompt payment of the principal of and interest on the Bonds as the same become due.

The Bonds are issuable in the form of fully registered Bonds in the denominations of \$100,000 and integral multiples of \$5,000 in excess thereof.

The Bonds are being issued by means of a book-entry system with no physical distribution of bond certificates to be made except as provided in the Ordinance. One Bond certificate with respect to each date on which the Bonds are stated to mature, registered in the nominee name of the Depository Trust Company, New York, New York (the “Securities Depository”), is being issued and required to be

deposited with the Securities Depository and immobilized in its custody or in the custody of the Paying Agent as its agent. The book-entry system will evidence positions held in the Bonds by the Securities Depository's participants, beneficial ownership of the Bonds in authorized denominations being evidenced in the records of such participants. Transfers of ownership shall be effected on the records of the Securities Depository and its participants. The Paying Agent and the City will recognize the Securities Depository nominee, while the Registered Owner of this Bond, as the owner of this Bond for all purposes, including (1) payments of principal of, redemption premium, if any, and interest on, this Bond, (2) notices and (3) voting. Transfers of principal, interest and any redemption premium payments to participants of the Securities Depository will be the responsibility of such participants and other nominees of such beneficial owners. The Paying Agent and the City will not be responsible or liable for such transfers of payments or for maintaining, supervising or reviewing the records maintained by the Securities Depository, the Securities Depository nominee, its participants or persons acting through such participants. While the Securities Depository nominee is the owner of this Bond, notwithstanding the provision hereinabove contained, payments of principal of and interest on this Bond shall be made in accordance with existing arrangements between the Paying Agent and the City.

EXCEPT AS OTHERWISE PROVIDED IN THE ORDINANCE, THIS GLOBAL BOND MAY BE TRANSFERRED, IN WHOLE BUT NOT IN PART, ONLY TO ANOTHER NOMINEE OF THE SECURITIES DEPOSITORY OR TO A SUCCESSOR SECURITIES DEPOSITORY OR TO A NOMINEE OF A SUCCESSOR SECURITIES DEPOSITORY.

This Bond may be transferred or exchanged, as provided in the Ordinance, only on the Bond Register kept for that purpose at the principal payment office of the Paying Agent, upon surrender of this Bond together with a written instrument of transfer or authorization for exchange satisfactory to the Paying Agent duly executed by the Registered Owner or the Registered Owner's duly authorized agent, and thereupon a new Bond or Bonds in any authorized denomination of the same maturity and in the same aggregate principal amount shall be issued to the transferee in exchange therefor as provided in the Ordinance and upon payment of the charges therein prescribed. THE OWNER HEREOF EXPRESSLY AGREES, BY SUCH OWNER'S ACCEPTANCE HEREOF, THAT THE RIGHT TO TRANSFER, ASSIGN OR NEGOTIATE THIS BOND SHALL BE LIMITED TO TRANSFER, ASSIGNMENT OR NEGOTIATION TO APPROVED HOLDERS, AS THAT TERM IS DEFINED IN THE ORDINANCE. The City and the Paying Agent may deem and treat the Person in whose name this Bond is registered on the Bond Register as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or Redemption Price hereof and interest due hereon and for all other purposes.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Ordinance until the Certificate of Authentication hereon has been executed by the Paying Agent.

IT IS HEREBY DECLARED AND CERTIFIED that all acts, conditions and things required to be done and to exist precedent to and in the issuance of the Bonds have been done and performed and do exist in due and regular form and manner as required by the constitution and laws of the State of Illinois; that a direct annual tax upon all taxable tangible property situated in the City has been levied for the purpose of paying the principal of and interest on the Bonds when due; and that the total indebtedness of the City, including this Bond and the series of which it is one, does not exceed any constitutional or statutory limitation, if any.

IN WITNESS WHEREOF, THE CITY OF BELLEVILLE, ILLINOIS, has caused this Bond to be executed by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its City Clerk and its official seal to be affixed or imprinted hereon.

CERTIFICATE OF AUTHENTICATION

CITY OF BELLEVILLE, ILLINOIS

This Bond is one of the Bonds of the issue described in the within-mentioned Ordinance.

By: _____
Mayor

Registration Date: _____

BOKF, N.A.,
Paying Agent

(Seal)

ATTEST:

By _____
Authorized Signatory

City Clerk



ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

Print or Type Name, Address and Social Security Number
or other Taxpayer Identification Number of Transferee

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ agent to transfer the within Bond on the books kept by the Paying Agent for the registration thereof, with full power of substitution in the premises.

Dated: _____

NOTICE: The signature to this assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Bond in every particular.

Medallion Signature Guarantee:

**EXHIBIT B
TO ORDINANCE**

FEDERAL TAX CERTIFICATE

[On file in the Office of the City Clerk.]

**EXHIBIT C
TO ORDINANCE**

LETTER OF ESCROW INSTRUCTIONS

[On file in the Office of the City Clerk.]

**EXHIBIT D
TO ORDINANCE**

PLACEMENT AGREEMENT

[On file in the Office of the City Clerk.]

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

I, the undersigned, do hereby certify that I am the duly qualified and acting City Clerk of the City of Belleville, Illinois, and as such officer I am the keeper of the records and files of the City Council of said City.

I do further certify that the foregoing constitutes a full, true and complete copy of an ordinance adopted by the City Council of the City on September 21, 2020, entitled:

AN ORDINANCE AUTHORIZING AND DIRECTING THE ISSUANCE, SALE AND DELIVERY OF GENERAL OBLIGATION REFUNDING BONDS, SERIES 2020, OF THE CITY OF BELLEVILLE, ILLINOIS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID BONDS AS THEY BECOME DUE; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH.

I do further certify that the deliberations of the City Council of said City on the adoption of said ordinance were taken openly; that the vote on the adoption of said ordinance was taken openly; that said meeting was held at a specified time and place convenient to the public; that notice of said meeting was duly given to all news media requesting such notice; that an agenda for said meeting was posted at the location where said meeting was held and at the principal office of the City Council of said City at least 48 hours in advance of the holding of said meeting on a day other than a Saturday, a Sunday or a legal holiday for municipalities in the State of Illinois; that said agenda contained a specific reference to said ordinance; and that said meeting was called and held in strict accordance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and with the provisions of the Illinois Municipal Code, as amended, and that said City Council has complied with all of the applicable provisions of said Act, said Code and its procedural rules in the adoption of said ordinance.

IN WITNESS WHEREOF, I have hereunto affixed my official signature and the seal of said City, this 5th day of October, 2020.

(SEAL)

City Clerk, City of Belleville, Illinois

ORDINANCE NO. _____

**AN ORDINANCE AMENDING CHAPTER 34 (TAXATION)
OF THE REVISED CODE OF ORDINANCES OF BELLEVILLE,
ILLINOIS, AS AMENDED, BY ADDING SECTION 34.048
(SELF-SERVICE STORAGE FACILITY ACCOMMODATIONS TAX)**

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. *Adoption of Tax.* Chapter 34 of the Revised Code of Ordinances of the City of Belleville, Illinois shall be amended by adding **Section 34.048** (Self-Service Storage Facility Accommodations Tax) as follows:

§ 34.048 SELF-SERVICE STORAGE FACILITY ACCOMMODATIONS TAX.

(A) *Definitions.* For the purposes of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

CITY. The City of Belleville, Illinois.

GROSS RENTAL RECEIPTS. The total amount of consideration for renting or leasing self-service storage facilities, valued in money, whether received in money or otherwise, including all receipts, cash, credits, and property or services of any kind or nature, including but not limited to, amounts charged for the making, servicing, or facilitating the renting or leasing of space for storage.

OCCUPANT. A person, his sublessee, successor, or assigns, entitled to the use of the space for storage at a self-service storage facility under a rental agreement, to the exclusion of others with the corporate limits of the City.

OWNER. The owner, operator, lessor, or sublessor of a self-service storage facility, his agent, or any other person authorized by him to manage the facility, or to receive rent from an occupant under a rental agreement.

PERSON. Any natural individual, firm, partnership, association, joint stock company, joint adventure, public or private, or a receiver, executor, trustee, guardian or other representative appointed by order of any court.

PERSONAL PROPERTY. Movable property not affixed to land, and includes, but is not limited to, goods, merchandise, motor vehicles, watercraft, and household items.

RENTAL AGREEMENT. Any agreement or lease, written or oral, that establishes or modifies the terms, conditions, rules or any other provisions concerning the use and occupancy of a self-service storage facility.

SELF-SERVICE STORAGE FACILITY. Any real property designed and used for the purpose of renting or leasing individually divided storage spaces to occupants to have access to such, for the purpose of storing personal property, and/or leased or rented personal property.

SELF-STORAGE. Any storage locker or storage units in apartment complexes (if the locker or unit is utilized at the occupant's option and includes payment of a fee in addition to apartment rental), and in amphitheater, water parks, recreational facilities, and other locations where lockers are rented for self-storage.

SPACE FOR STORAGE.

- The secure areas, such as rooms, units, compartments or containers, whether accessible from outside or from within a building, that are designated for the use of an occupant, where the occupant can store and retrieve property, including self-storage units, mini-storage units, and areas by any other name;
- Any parking lot, ramp, or parking garage for a vehicle, whether the vehicle is parked by the operator of the vehicle or by an attendant;
- Any aircraft parking area, ramp or hanger;
- Any boat slip, dock, or dry dock;
- Any recreational vehicle parking area or garage;
- Any other areas for storage or parking of tangible personal property.

STORAGE. The retaining or keeping of tangible personal property in the City for any purpose.

TAX. The City of Belleville, Illinois self-service storage facility accommodations tax.

(B) Tax Imposed and Borne by Occupant.

(1) There is hereby levied and imposed, and shall accrue beginning on January 1, 2021, a tax, upon the privilege of renting or leasing self-service storage facilities in the City, at a rate of five-percent (5%) on the gross rental or leasing charge. This tax shall be in addition to any and all other taxes imposed.

(2) The ultimate incidence of and liability for payment of said tax shall be borne by the occupant of any such self-service storage facility accommodations. Nothing herein shall be construed to impose a tax upon the occupation of leasing or operating self-service storage facilities.

(3) Each owner of a self-service storage facility shall have the duty to collect the tax from each lessee and to pay it over to the City along with an account thereof on the tax reporting forms prescribed by the City.

(4) Every owner shall, on a monthly basis, file a return in a form prescribed by the City Treasurer. However, depending on the volume of the taxes an owner collects, the owner may be permitted by the City Treasurer to file on a quarterly, semi-annual, or annual basis in lieu of the prescribed monthly basis.

(5) The return and the tax shall be filed with the City Treasurer by the 15th day of the month following the month in which payment for the tax has been made.

(6) It shall be unlawful for any owner of a self-service storage facility accommodation to fail to cause said tax to be collected from the occupant of said self-service storage facility accommodations, file any tax return required by this chapter, or remit said tax to be paid over to the City Treasurer under the rules and regulations prescribed by the City Treasurer and as otherwise provided for in this Section.

(C) Self-Storage Facility to Secure Tax From Occupant.

(1) The tax herein levied shall be collected by the self-service storage facility owner from the occupant when collecting the price, charge, or rent to which it applies. Every occupant shall be given a bill, invoice, receipt, statement, or memorandum of the price, charge or rent payable upon which the tax shall be computed and paid to the City Treasurer, as trustee thereof for and on behalf of the City.

(2) (a) Any tax required to be collected by this Section, and any tax in fact collected, shall constitute a debt owed to the City by the owner of any self-storage facility, provided that the owner shall be allowed credit for such tax related to any attempt to collect the tax which are written off as uncollectable, as provided within §34.066 of this Chapter.

(b) For example, the owner shall be allowed a credit for such taxes charged which are determined to be uncollectable due to nonpayment of rental charges. The acceptance of such credit, shall be determined by City Treasurer upon presentation by the owner of true and correct documentation, including an affidavit, validating such information; provided however, that if the charges under such accepted credit(s) are thereafter collected, the owner shall be obligated to remit the tax due on same.

(3) If the owner fails to collect the tax from the occupant, then the occupant shall be obligated to file a return and pay the tax directly to the City as provided within § 34.048(B).

(D) Exemptions.

(1) Occupants that have entered into a rental agreement prior to January 1, 2021, and that have pre-paid their rental fees and accounts under said pre-existing agreement, are exempt from the tax through the end of such pre-paid period paid and received by the owner prior to January 1, 2021. However, any new rental agreement, or renewal of an aforementioned pre-existing rental agreement after January 1, 2021, shall be subject to tax. If a rental agreement had been entered into between an owner and an occupant before January 1, 2021, but had not been pre-paid by the aforementioned effective date, the rental payments received after January 1, 2021 shall be subject to the tax. Agreements eligible for this exemption shall be reported and affirmed in the manner and format prescribed by the City Treasurer.

(2) Occupants that are a governmental body or non-profit organizations as defined under Internal Revenue Service Code (section 501 et seq.), including but not limited to bona fide religious, charitable, labor, business, fraternal, educational or veterans' organizations that operate without profit to their members.

(3) Owners that are a governmental body or non-profit as provided under division (2) of this section are exempt from collecting and remitting the tax, provided that the storage facility is both owned and operated by said owner. If the storage facility is operated by a third party, whether under a lease or other contractual arrangement, or held in any other manner whatsoever, it is not exempt from this tax.

(E) *Records to be Kept.*

(1) Every owner of a self-service storage facility in the City as defined in this Section shall register with the City in the manner and format prescribed by the City Treasurer.

(2) Each such owner shall have the duty to maintain complete and accurate books, records, and accounts showing the gross receipts for the lease of any self-service storage facility accommodations with the City and showing the prices, rents, or charges made or charged, and occupancies taxable under this self-service storage facilities accommodations tax. The City Treasurer shall, at all reasonable times, have full access to said books and records, as prescribed in §34.067 of this Chapter.

(F) *Enforcement/License Suspension/Revocation.*

(1) Any self-service storage facility that fails to timely pay all taxes due pursuant to this chapter shall be subject to penalties and interest as provided in §34.070 of this Chapter.

(2) The failure to comply with any obligation imposed by this Section may be grounds for the suspension or revocation of any license or permit issued to the self-service storage facility, or with respect to the self-service storage facility, including application(s) for any license or permit requested but not yet issued.

(G) *Credits and Refunds.*

Any credit and/or refund issued pursuant to this Section shall be subject to the provisions of § 34.066 of this Chapter.

(H) *Penalty.*

Any and all penalties assessed pursuant to this Section shall be in accordance with and subject to §34.999 of this Chapter.

Section 2. *Severability.* If any provision of this Ordinance, or the application of any provision of this Ordinance, is held unconstitutional or otherwise invalid, such occurrence shall not affect other provisions of this Ordinance, or their application, that can be given effect without the unconstitutional or invalid provision or its application. Each unconstitutional or invalid provision, or application of such provision, is severable, unless otherwise provided by this Ordinance.

Section 3. *Effective Date.* This Ordinance shall be in full force and effect from and after its passage and approval and publication as required by law, provided, however, that the tax provided for herein shall take effect on and after January 1, 2021.

PASSED by the City Council of the City of Belleville, Illinois, on this 21st day of September, 2020 on the following roll call vote:

	<u>AYE</u>	<u>NAY</u>
Joseph Hazel	_____	_____
Ken Kinsella	_____	_____
Dave Pusa	_____	_____
Carmen Duco	_____	_____
Kent Randle	_____	_____
Scott Ferguson	_____	_____
Johnnie Anthony	_____	_____
Raffi Ovian	_____	_____
Edward Dintelman	_____	_____
Michelle Schaefer	_____	_____
Chris Rothweiler	_____	_____
Mary Stiehl	_____	_____
Philip Elmore	_____	_____
Dennis Weygandt	_____	_____
Roger Wigginton	_____	_____
Roger Barfield	_____	_____

APPROVED by the Mayor of the City of Belleville, Illinois this 21st day of September, 2020.

MARK W. ECKER, MAYOR

ATTEST:

JENNIFER GAIN MEYER, CITY CLERK

SYS DATE:09/16/20

CITY OF BELLEVILLE
C L A I M S H E E T
Monday September 21,2020

SYS TIME:12:41

DATE: 09/21/20

[NCS]
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VENDOR #	NAME	DEPT.	AMOUNT
=====			
13	MOTOR FUEL TAX FUND		
486	HANK'S EXCAVATING & LANDSCAPING,	13-00	47,728.95
CA006	CARGILL SALT	13-00	11,742.21
CH058	CHRIST BROS. PRODUCTS LLC	13-00	1,505.35
EL001	ELECTRICO, INC.	13-00	3,135.64
FO033	FOURNIE CONTRACTING COMPANY, INC	13-00	18,023.14
KA009	KASKASKIA ENGINEERING GROUP LLC	13-00	1,553.75
	**TOTAL		83,689.04

	13 MOTOR FUEL TAX FUND	GRAND TOTAL	83,689.04