

**CITY COUNCIL AGENDA  
CITY OF BELLEVILLE, ILLINOIS**



---

**TUESDAY, JULY 5, 2022**

**7:00PM**

**COUNCIL CHAMBERS**

**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 Gregory will recognize the character word of the month "Citizenship" meaning doing your share to make your community better and being a good neighbor.

7-B. Pinning and recognition of Captain Shane Leech.

7-C. Recognition of Alex Haines, Anthony Lombardo, Michael Schwent and Paul Brough for completing Illinois Fire Service Institute Fire Academy and certification as Basic Operations Firefighter.

7-D. Lifesaving Medals presented to Ryan Mahoney and Alex Kuhl for saving the life of Malcolm Tompkins from the January 11, 2022 fire at 605 Rodenmeyer St.

7-E. Mayor Gregory will recommend the appointment of Josh Hader to serve on the Electrical Commission for the remaining 1-year of a 4-year term ending 8/5/2023 in the capacity of Journeyman Master Electrician.

7-F. Mayor Gregory will recommend the appointment of Alderman Whitaker, Alderman Anthony and Alderwoman Osthoff to the Ordinance & Legal Committee.

## **8. APPROVAL OF MINUTES**

8-A. Motion to approve City Council Meeting Minutes and Executive Sessions Minutes from June 21, 2021.

## **9. CLAIMS, PAYROLL AND DISBURSEMENTS**

9-A. Motion to approve claims and disbursements in the amount of **\$1,665,107.68** payroll in the amount of **\$962,535.44**.

## **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 STREETS & GRADES**

11-A(1). Motion to approve Hank's Excavating & Landscaping, Inc., lowest responsible bidder in the amount of \$144,537.36 for the 2023 Sidewalk Program (MFT/TIF).

- 11-A(2). Motion to approve Hank's Excavating & Landscaping, Inc., lowest responsible bidder in the amount of \$304,460.65 for the 2023 Infrastructure Program (MFT/TIF).
- 11-A(3). Motion to approve Hank's Excavating & Landscaping, Inc., lowest responsible bidder in the amount of \$428,117.40 for the 2023 Concrete Patch Program (MFT/TIF).
- 11-A(4). Motion to approve The Kilian Corporation, lowest responsible bidder in the amount of \$459,663.96 for the 2023 Asphalt Patch Program (MFT/TIF).
- 11-A(5). Motion to approve DeLaurent Construction Co. Inc., lowest responsible bidder in the amount of \$172,129.62 for the 2023 Roadway Oil/Chip Program (MFT/TIF).
- 11-A(6). Motion to approve Horner & Shifrin, Inc. in the amount of \$78,160.38, to prepare final plans, specifications, cost and time estimates for bidding purposes to resurface Mascoutah Avenue generally identified as Development of Phase II improvements to Mascoutah Avenue. Location of project just south of East Main Street continuing to the ending joint just south of McKinley Street for an approximate distance of 3,100 feet. The proposal includes full topographical survey to include research, survey control, 27 locations requiring sidewalk ramps, 10 intersections, R.O.W. determination, and the use of CAD to process the topographical survey. (ARPA)
- 11-A(7). Motion to approve Oates Associates in the amount of \$26,000.00 for a limited field survey, modeling drainage paths, flows and piping within Cool Valley Subdivision, modeling the existing culvert under Green Mount Lane.

To include investigating options to eliminate flooding in the neighborhood and provide a drainage report outlining the options. (TIF 3)

- 11-A(8). Motion to approve TWM in an amount not to exceed \$25,000.00 for an On Demand Engineering and Surveying Agreement. Work will be in various disciplines, including Stormwater Management, Erosion Control, Streets, Sidewalks, Roadways, Land Surveying, Traffic Engineering, Grant Writing, Planning, Plan Review, Project Management, Construction Observation, Land Acquisition, or other professional services. (MFT/TIF/General Fund)
- 11-A(9). Motion to approve Oates Associates in the amount of \$3,500.00 to prepare a 2022 TAP Grant Application to add a sidewalk on the east side of State Street from Roosevelt Elementary School (W. Van Buren St.) to Lake Shore Drive. (TIF 3)
- 11-A(10). Motion to approve Lochmueller Group in the amount of \$9,000.00 to perform 2022 Annual Bridge Inspection services according to IDOT guidelines and National Bridge Inspection Standards (NBIS) for all previously listed structures located in the city. (MFT)
- 11-A(11). Motion to approve Oates Associates in the amount of \$2,000.00 for preparation of a “Dam Inspection Report” for Peterson Pond and submission to the Illinois Department of Natural Resources (IDNR). (TIF 3)

11-B. MOTIONS FROM ADMINISTRATION

- 11-B(1). Motion to rename Gas Light Patio (227 East Main Street) to Paderborn Square in recognition of the thirty-year anniversary between the sister cities of Belleville, Illinois and Paderborn, Germany.

- 11-B(2). Motion to purchase 213 North 44<sup>th</sup> Street (Parcel: 08-08.0-313-005) from St Clair County Tax Agent in the amount of \$795.00 for demolition.

11-C. **MOTION FROM HISTORIC PRESERVATION COMMISSION**

- 11-C(1). Motion to approve the annexation of 508 South Charles St. into the Old Belleville Historic District.

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

- 11-D(1). **25-MAY22 – Clara B’s, LLC:** Request for a Special Use permit for a liquor license at 106 E. Main St (08-22.0-338-047) located in a “C-2” Heavy Commercial District. (Applicable sections of the zoning code: 162.248, 162.515) Ward 6 ***Zoning Board of Appeals unanimously recommended Approval IN THE NAME OF THE APPLICANT ONLY with all present members voting in the affirmative with a vote of 5-0.***
- 11-D(2). **25-MAY22-Clara B’s, LLC:** Request for a Special Use permit for outdoor seating at 106 E Main St (08-22.0-338-047) located in a “C-2” Heavy Commercial District (Applicable sections of the zoning code: 162.248; 162.515) Ward 6 ***Zoning Board of Appeals unanimously recommended Approval with all present members voting in the affirmative with a vote of 5-0.***
- 11-D(3). **26-MAY22-Vincenzo Buzzetta/Kurt Mundloch:** Request for a Special Use Permit to operate an Air BNB at 609 N Charles (08-22.0-123-031) located in the A-1, Single Family Residential District. (Applicable sections of the zoning code: 162.094, 162.515) Ward 2 ***Zoning Board of Appeals unanimously recommended Approval IN THE NAME OF THE APPLICANT ONLY with all present members voting in the affirmative with a vote of 5-0.***

- 11-D(4). **27-MAY22– John B. Haggerty, III:** Request for a Use Variance to build a metal shop at 15 South 10<sup>th</sup> Street (08-21.0-336-021, 08-21.0-336-008) in a B-1, Multi-Family Residential District. (Applicable sections of the zoning code: 162.183, 162.570) Ward 5 ***Zoning Board of Appeals unanimously recommended Approval with all present members voting in the affirmative with a vote of 5-0.***
- 11-D(5). **28-MAY22 – Storybook Homes Real Estate, LLC:** Request for a Special Use Permit to operate an Air BNB at 320 W F St. (08-21.0-405-024) located in the A-2, Two-Family Residential District. (Applicable sections of the zoning code: 162.169, 162.515) Ward 2 ***Zoning Board of Appeals unanimously recommended Approval IN THE NAME OF THE APPLICANT ONLY with all present members voting in the affirmative with a vote of 5-0.***
- 11-D(6). **29-MAY22 - The Cornerstone Bistro, LLC:** Request for a Special Use permit for outdoor dining at 121 E. Main St (08-22.0-333-031) located in a “C-2” Heavy Commercial District. (Applicable sections of the zoning code: 162.248, 162.515) Ward 2 ***Zoning Board of Appeals unanimously recommended Approval with all present members voting in the affirmative with a vote of 5-0.***
- 11-D(7). **31-MAY22– Josh Nimmo:** Request for a Use Variance to build a fitness facility (gym) at South Illinois St. (08-34.0-302-026) in an A-1, Single-Family Residential District. (Applicable sections of the zoning code: 162.093, 162.094, 162.570) Ward 5 ***Zoning Board of Appeals unanimously recommended Approval with all present members voting in the affirmative with a vote of 5-0.***

## 12. COMMUNICATIONS

## 13. PETITIONS

**14. RESOLUTIONS**

**14-A. RESOLUTION 3447-2022**

A Resolution of Authorization for Submission of a Metro East Park and Recreation District (MEPRD) FY23 Park and Trail Grant Application

**15. ORDINANCES**

**15-A. ORDINANCE 9062-2022**

A ZONING ORDINANCE IN RE CASE #25-MAY22-Clara B's, LLC

**15-B. ORDINANCE 9063-2022**

A ZONING ORDINANCE IN RE CASE #25-MAY22-Clara B's, LLC

**15-C. ORDINANCE 9064-2022**

A ZONING ORDINANCE IN RE CASE #26-MAY22-Vincenzo Buzzetta/Kurt Mundloch

**15-D. ORDINANCE 9065-2022**

A ZONING ORDINANCE IN RE CASE #27-MAY22-John B. Haggerty, III

**15-E. ORDINANCE 9066-2022**

A ZONING ORDINANCE IN RE CASE #28-MAY22-Storybrook Homes Real Estate, LLC

**15-F. ORDINANCE 9067-2022**

A ZONING ORDINANCE IN RE CASE #29-MAY22-The Cornerstone Bistro, LLC

**15-G. ORDINANCE 9068-2022**

A ZONING ORDINANCE IN RE CASE #31-MAY22-Josh Nimmo

**16. UNFINISHED BUSINESS**

**17. MISCELLANEOUS & NEW BUSINESS**

17-A. Motor Fuel Claims in the Amount of **\$143,389.83**.

## **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)), purchase or lease of property (5 ILCS 120/2(c)(5)), sale or lease of property (5 ILCS 120(c)(6)) and pending and/or probable/imminent litigation (including civil and workers' compensation) (5 ILCS 120/2(c)(11)).

## **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  
JUNE 21, 2022 – 7:00 PM**

Mayor Gregory called this meeting to order.

City Clerk Gain Meyer called roll. Members present on roll call: Alderman Hazel, Alderman Whitaker, Alderwoman Duco, Alderman Randle, Alderman Ferguson, Alderman Anthony, Alderman Dintelman, Alderwoman Schaefer, Alderwoman Stiehl, Alderman Rothweiler, Alderman Elmore, Alderwoman Sullivan, Alderwoman Osthoff.

Aldermen Excused: Alderwoman Eros, Alderman Ovian, Alderman Weygandt

**ROLL CALL DEPARTMENT HEADS**

City Clerk Gain Meyer called roll of Department Heads: City Treasurer Biermann, City Attorney Garrett Hoerner; Police Chief Matt Eiskant; Deputy Fire Chief, Lance Phelps; aLDirector of Public Works, Jason Poole; Director of Wastewater, Randy Smith; Director of IT, Scott Markovich; Director of Human Resources, Bill Clay; City Engineer Sal Elkott; Director of Health, Housing and Building, Scott Tyler, Director of Economic Development, Planning & Zoning Clifford Cross, Director of Communications & PR, Kathy Kaiser.

Department Heads Excused: Finance Director Jamie Maitret, Fire Chief JP Penet and Library Director Leander Spearman

**PLEDGE**

**PUBLIC HEARNING**

NONE.

**PUBLIC PARTICIPATION**

**Shiloh C. Erb**: 116 Mascoutah Avenue. Mr. Erb stated that the gym located at 110 Mascoutah Avenue has changed their hours of operation and it is becoming a nuisance to the surrounding homes. The noise is waking them up every morning, from the medicine balls being dropped at 5:00 a.m. He has contacted the Police and they say they can't do anything. Mayor Gregory suggested he retain an attorney.

**PRESENTATIONS, RECOGNITIONS & APPOINTMENTS**

Presentation by Larry Betz, Belleville Historical Society, of two new inductees, George Bunsen and Audrey Marsh King, Walk of Fame Induction, Saturday, October 8, 2022.

Alderman Ferguson made a motion second by Alderwoman Schaefer to approve the inductees.

Members voting aye on roll call: Hazel, Whitaker, Duco, Randle, Ferguson, Anthony, Dintelman, Schaefer, Stiehl, Rothweiler, Elmore, Sullivan, Osthoff (13)

## **APPROVAL OF MINUTES**

Alderman Stiehl made a motion second by Alderman Schaefer to approve City Council Meeting Minutes and the Executive Session minutes from June 6, 2022.

All members voted aye.

## **CLAIMS, PAYROLL AND DISBURSEMENTS**

Alderman Whitaker made a motion second by Alderman Elmore to approve claims and disbursements in the amount of **\$2,082,454.25** and payroll in the amount of **\$924,480.84**.

Members voting aye on roll call: Whitaker, Duco, Randle, Ferguson, Anthony, Dintelman, Schaefer, Stiehl, Rothweiler, Elmore, Sullivan, Osthoff, Hazel. (13)

## **REPORTS**

### **ORAL REPORTS**

#### **STREETS AND GRADES:**

Alderman Randle made the following motions second by Alderman Rothweiler to approve an agreement with Oates Associates in the amount of \$27,000.00 for preparation of Plans, Specifications, and Estimates (PS&E) for Periwinkle Circle resurfacing (TIF 3)

A motion to approve an agreement with Oates Associates in the amount of \$34,000.00 for Construction Administration for West A Street (8<sup>th</sup> to 10<sup>th</sup>; 13<sup>th</sup> to 17<sup>th</sup>) (TIF 3)

A motion to approve an agreement with Lochmueller Group not to exceed \$193,635.00 for 6<sup>th</sup> Street and adjacent roadway improvements. The limits of the proposed improvements (shown in **EXHIBIT A**) are bounded by West Main Street on the north, the Illinois Central Railroad crossing of Centerville Avenue on the south, the future public park property along Richland Creek on the west, and the intersections of Centerville Avenue with Lincoln Street and Washington Street on the east. (TIF 3)

Members voting aye on roll call: Duco, Randle, Ferguson, Anthony, Dintelman, Schaefer, Stiehl, Rothweiler, Elmore, Sullivan, Osthoff, Hazel, Whitaker. (13)

#### **FINANCE:**

Alderman Whitaker made the following motions second by Alderman Ferguson to designate Mayor Patty Gregory and Finance Director Jamie Maitret as bid day representatives authorized to execute a contract for supply of electricity under the Electric Aggregation program on bid day.

A motion to waive formal bidding procedures and purchase six new Police Department SUV Interceptors from the State bid award vendor Morrow Brothers Ford for \$311,280.

A motion to approve purchase of BodyWorn police body cameras from Utility Associates, Inc for a total price of \$820,000.00, payable over 6-year agreement.

A motion to approve contract amendment with Clearwave for upgrade of internet at Firehouse #4 at additional cost of \$100 per month.

A motion to enter into an agreement with Locality Media Inc. (dba First Due) for professional services not-to-exceed \$32,550 for access to Locality Media's First Due Size-Up™ Community Connect™, Mobile Responder™ and/or other software-as-a-service platforms, as the Fire Department's primary records management system (RMS).

A motion to approve contract with Jarvis Electric to provide services of replacing current lighting at Belleville Educational Campus with LED lighting at no cost to the City.

A motion to approve FY23 budget amendment, as recommended by the Finance Director.

Members voting aye on roll call: Randle, Ferguson, Anthony, Dintelman, Schaefer, Stiehl, Rothweiler, Elmore, Sullivan, Osthoff, Hazel, Whitaker, Duco. (13)

### **ADMINISTRATION:**

Alderman Randle made the following motions second by Alderwoman Schaefer to approve amendments to 2022 Committees and Commissions calendar.

A motion to approve an Ordinance amending Title III (Administration), Chapter 30 (City Council), Section 30.19 (Standing Committees)

A motion to approve the execution of a "Right-of-Way Encroachment Agreement" between the City of Belleville and Shoehorn Brewing Inc./Shoehorn Properties, LLC to erect a Carb Max High Flow tank in the alley directly behind their property located at 225 East Main Street.

A motion to amend Ordinance 9014-2021 A Zoning Ordinance in Re Case #71-NOV21-Tamara Scott to reflect the removal of applicant Tamara Scott and adding the new applicant name of Demarcus R. Scott/T&D Scott's Investments LLC

A motion to repeal Title III (Administration), Chapter 33 (Public Safety; Law Enforcement), Section 33.102 (Definitions) consistent with the *Illinois Supreme Court's decision in International Association of Firefighters, Local 50 v. The City of Peoria, 2022 IL 127040* (January 21, 2022)

Alderman Elmore: Has the Fire Department inspected the Carb Max High Flow tank in the alley directly behind 225 East Main?

Director of Economic Development Cross: I probably need to answer that, what this is, is permission for the City to enter into an agreement to allow them to place it in the Public Alley, the inspections will take place after the fact as part of the inspection process. This just allows him to put it in the alley, that's all.

Alderman Elmore: Have we ever had one of these before?

Director of Economic Development Cross: We have had them just not in the alley.

Members voting aye on roll call: Ferguson, Anthony, Dintelman, Schaefer, Stiehl, Rothweiler, Elmore, Sullivan, Osthoff, Hazel, Whitaker, Duco, Randle. (13)

### **POLICE & FIRE COMMITTEE:**

Alderman Anthony made the following motions second by Alderman Whitaker to approve an Ordinance amending Title III (Administration), Chapter 33 (Public Safety; Law Enforcement) Section 33.025 (Private Watchmen)

A motion to enter into an agreement with Banner Fire Equipment for refurbishment of our 2000 model year E- One 75' Aerial Ladder, total cost not-to-exceed \$600,000, payable in two installments split between project commencement and upon delivery and acceptance

Members voting aye on roll call: Anthony, Dintelman, Schaefer, Stiehl, Rothweiler, Elmore, Sullivan, Osthoff, Hazel, Whitaker, Duco, Randle, Ferguson. (13)

### **PLANNING COMMISSION:**

Alderman Dintelman made a motion second by Alderwoman Sullivan to approve a Site Plan for the construction of an approximate 5,000 square foot Tidal Wave Express Car Wash, with 28 associated vacuum stalls on an approximate 76,495 square foot lot within a C-2 (Heavy Commercial) district at 5940 Belleville Crossing (Parcel – 08-18.0-305-018) Ward 8. *Planning Commission unanimously recommended Approval, subject to all administrative reviews/approvals.*

Members voting aye on roll call: Dintelman, Schaefer, Stiehl, Rothweiler, Elmore, Sullivan, Osthoff, Hazel, Whitaker, Duco, Randle, Ferguson, Anthony. (13)

### **BOARD OF FIRE & POLICE COMMISSION:**

Alderman Anthony made a motion second by Alderwoman Duco Motion to approve the promotion of Engineer Shane Leech to Captain, effective July 11, 2022, 12:01am.

Members voting aye on roll call: Schaefer, Stiehl, Rothweiler, Elmore, Sullivan, Osthoff, Hazel, Whitaker, Duco, Randle, Ferguson, Anthony, Dintelman. (13)

## **COMMUNICATIONS**

### **NIGHT OF KSHE 95– 07/23/2022**

Request from Lincoln Theatre to host Night of KSHE 95, Saturday, July 23, 2022, 6:00pm to 11:00pm. No street closure. Use of 10 parking spots at City parking lot located at corner of East “A” Street and North High Street. Additional City services: barricades and “No Parking” signage.

### **JO DEE MESSINA – 08/26/2022**

Request from Lincoln Theatre to host Jo Dee Messina, Friday, August 26, 2022, 8:00pm to 11:00pm. No street closure. Use of 20 parking spots at City parking lot located at corner of East “A” Street and North High Street. Additional City services: barricades, metal bike racks and “No Parking” signage.

### **STUDENT PERFORMANCE CAMP – 07/22/2022 and 08/15/2022**

Request from Melodic Rhythms to host their Student Performance Camp Friday, July 22, 2022, and Friday, August 15, 2022, 6:00pm to 10:00pm at 110 North High Street. Music 6:00pm to 10:00pm. No street closures. Use of 4 parking spots at City parking lot located at corner of North Jackson and East “B” Street for two food trucks. Additional City services, barricades and “No Parking” signage.

### **BELLEVILLE WEST CLASS OF 1971 REUNION – 09/16/2022**

Request from Tavern on Main to host the Belleville West Class of 1971 Reunion, Friday, September 16, 2022, 3:00pm to 11:59pm. Street closure request: North Church Street from East Main to alley entrance and use of Gas Light Patio, 8:00am to 11:59pm. Additional City services: barricades, trash toter, picnic tables and “No Parking” signage.

### **BELLEVILLE EAST CLASS OF 1970 REUNION – 10/01/2022**

Request from Tavern on Main to host the Belleville East Class of 1970 Reunion, Saturday, October 1, 2022, 3:00pm to 11:59pm. Street closure request: North Church Street from East Main to alley entrance and use of Gas Light Patio, 8:00am to 11:59pm. Additional City services: barricades, trash toter, picnic tables and “No Parking” signage.

Alderman Randle made a motion second by Alderwoman Schaefer to approve these communications as read.

All members voted aye.

## **PETITIONS**

NONE.

## **RESOLUTIONS**

Alderman Randle made a motion second by Alderwoman Schaefer to read Resolution 3446-2022 by title only.

All members voted aye.

**RESOLUTION 3446-2022**

A Resolution Amending the Annual Budget of the City of Belleville, Illinois for the Fiscal Year Beginning on the First Day of May 2022 and Ending on the 30<sup>th</sup> Day of April 2023 (supplemental budget)

Alderman Schaefer made a motion second by Alderman Stiehl to approve Resolution 3446 as read.

Members voting aye on roll call: Stiehl, Rothweiler, Elmore, Sullivan, Osthoff, Hazel, Whitaker, Duco, Randle, Ferguson, Anthony, Dintelman, Schaefer. (13)

**ORDINANCES**

Alderman Randle made a motion second by Alderman Schaefer to read Ordinances 9057, 9058, 9059, 9060, 9061 by title only and as a group.

All members voted aye.

**ORDINANCE 9057-2022**

A Zoning Ordinance in RE Case #13APR22 – Sri Lakshmi Mini Mart, LLC

**ORDINANCE 9058-2022**

An Ordinance Amending Title III (Administration), Chapter 30 (City Council), Section 30.19 (Standing Committees) of the Revised Code of Ordinances of the City of Belleville, as Amended

**ORDINANCE 9059-2022**

An Ordinance Amending Title III (Administration), Chapter 33 (Public Safety; Law Enforcement), Section 33.025 (Police Marshal) of the Revised Code of Ordinances of the City of Belleville, as Amended

**ORDINANCE 9060-2022**

An Ordinance Amending Ordinance 9014-2021 (a Zoning Ordinance in re Case #71-NOV21)

**ORDINANCE 9061-2022**

An Ordinance Repealing Title III (Administration), Chapter 33 (Public Safety; Law Enforcement), Section 33.102 (Definitions) of the Revised Code of Ordinances of the City of Belleville, as Amended

Alderman Schaefer made a motion second by Alderman Randle to approve the Ordinances as read.

Alderman Elmore: Can we get further explanation on 9057?

City Clerk Gain Meyer: At the last meeting you voted to deny the Zoning Board case so this Ordinance now actually denies that case. An aye vote will be to deny.

Members voting aye on roll call: Rothweiler, Elmore, Sullivan, Osthoff, Hazel, Whitaker, Duco, Randle, Ferguson, Anthony, Dintelman, Schaefer, Stiehl. (13)

## **UNFINISHED BUSINESS**

### **MISCELLANEOUS & NEW BUSINESS**

Alderman Ferguson made a motion second by Alderwoman Duco to approve Motor Fuel Claims in the Amount of **\$23,354.86**.

Members voting aye on roll call: Elmore, Sullivan, Osthoff, Hazel, Whitaker, Duco, Randle, Ferguson, Anthony, Dintelman, Schaefer, Stiehl, Rothweiler. (13)

## **EXECUTIVE SESSION**

Alderman Randle made a motion second by Alderman Elmore to 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)), purchase or lease of property (5 ILCS 120/2(c)(5)), sale or lease of property (5 ILCS 120(c)(6)) and pending and/or probable/imminent litigation (including civil and workers' compensation) (5 ILCS 120/2(c)(11)).

All members voted aye.

Executive Session Began: 7:31

Executive Session Ended: 7:44

Alderman Randle made a motion second by Alderwoman Schaefer to approve a Memorandum of Understanding (MOU) with the Teamsters Clerical 50.

Members voting aye on roll call: Elmore, Sullivan, Osthoff, Hazel, Whitaker, Duco, Randle, Ferguson, Anthony, Dintelman, Schaefer, Stiehl, Rothweiler. (13)

Items 18-C and 18-D tabled.

\*\*\*

## **ADJOURNMENT**

Alderman Randle made a motion second by Alderwoman Schaefer to adjourn at 7:46 p.m.

All members voted aye.

---

Jennifer Gain Meyer, City Clerk

**CITY OF BELLEVILLE PAYMENT SUMMARY  
COUNCIL MEETING - JULY 5, 2022**

**GENERAL FUND**

00 - Revenue	\$151,620.28
50 - Administration	\$125,693.76
51 - Police	\$140,612.96
52 - Fire	\$125,929.96
53 - Streets	\$32,602.71
54 - Parks	\$22,890.43
55 - Cemetery	\$2,133.58
56 - Hlth/Sanitation	\$61,191.32
60 - Legal	\$5.75
61 - Health & Housing	\$13,803.60
62 - Economic Dev, Planning & Zoning	\$5,739.02
82 - Mayor	\$3,548.40
83 - Finance	\$2,007.25
84 - Human Resources	\$133.69
85 - Clerk	\$5,443.50
86 - Treasurer	\$2,953.05
87 - Maintenance	\$12,369.53
88 - Engineering	\$3,267.03
<b>GENERAL FUND TOTAL</b>	<u>\$711,945.82</u>

**SEWER OPERATIONS**

75 - Collections	\$10,050.56
77 - Lines	\$15,241.22
78 - Plant	\$75,782.33
<b>SEWER TOTAL</b>	<u>\$101,074.11</u>

04 - Library	\$25,410.73
07 - Park/Rec	\$27,191.62
12 - General & Community Assistance	\$5,025.19
13 - Motor Fuel Tax Fund	\$143,389.83
15 - Tort Liability Fund	\$475.00
20 - Campus Fund	\$9,679.00
22 - Sewer Repair & Replacement	\$17,352.00
24 - Sewer Const.	\$4,737.50
25 - Sewer Bond & Interest	\$500,987.31
30 - SSA	\$205.66
38 - TIF 3	\$77,633.91
75 - TIF 17 E Main Street	\$40,000.00

<b>ALL FUNDS TOTAL</b>	<u><u>\$1,665,107.68</u></u>
------------------------	------------------------------

SYS DATE:06/24/22

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

SYS TIME:14:28

DATE: 06/24/22

Friday June 24, 2022

[NCS]

PAGE 1

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

12 GENERAL & COMMUNITY ASSISTANCE

379	DIRECTIONS UNLIMITED, INC	12-00	307.58
AR044	ARAPAHO VILLAGE	12-00	312.00
CI031	CITY OF BELLEVILLE	12-00	25.41
DR012	DREA PROPERTIES	12-00	312.00
EP001	EPL HOLDINGS, LLC	12-00	312.00
FA042	FARMERS INSURANCE	12-00	19.60
ME081	METRO BY T-MOBILE	12-00	50.00
PA111	PASS PROPERTIES	12-00	312.00
RP002	RPT, LLC	12-00	312.00
ST195	STATE REALTY PROPERTY MANAGEMENT	12-00	312.00
TH053	THIELEMAN, ELLEN C.	12-00	312.00
WE098	WEBER, MARK	12-00	302.00
WH056	WHITEHEAD, MICHAEL	12-00	275.00

\*\*\*TOTAL 3,163.59

12 GENERAL & COMMUNITY ASSISTANCE GRAND TOTAL 3,163.59

GRAND TOTAL FOR ALL FUNDS: 3,163.59

TOTAL FOR REGULAR CHECKS: 3,163.59

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

21 SEWER OPERATION & MAINTENANCE

SEWER COLLECTION

AN039	ANGELO, LAURA	21-75	53.33
BA127	BARKER, CAITLIN	21-75	182.84
FA016	FAHRNER, ART	21-75	86.12
FU015	FULTS, JEREMY	21-75	32.90
GE045	GEOLAT, MIKE	21-75	71.80
MA191	MARTINI, PEGGY	21-75	614.63
TR076	TROTH 2020 LLC	21-75	23.80
UT002	UTNAGE, MICHAEL	21-75	181.85

**TOTAL SEWER COLLECTION			1,247.27
--------------------------	--	--	----------

21 SEWER OPERATION & MAINTENANCE	GRAND TOTAL	1,247.27
----------------------------------	-------------	----------

GRAND TOTAL FOR ALL FUNDS:	1,247.27
----------------------------	----------

TOTAL FOR REGULAR CHECKS:	1,247.27
---------------------------	----------

VENDOR #	NAME	DEPT.	AMOUNT
=====			
01	GENERAL FUND		
CA142	CAMP ELECTRIC	01-00	250.00
JA038	JARVIS ELECTRIC, INC	01-00	25.00
SI051	SIMS INVESTMENTS	01-00	75.00
UM001	UMB BANK - CORPORATE TRUST	01-00	151,270.28
	**TOTAL		----- 151,620.28
ADMINISTRATION			
1112	WATTS COPY SYSTEM, INC.	01-50	749.70
2102	AMEREN ILLINOIS	01-50	37,494.51
5205	PASS SECURITY	01-50	1,495.00
5367	PARKS, ROBERT	01-50	535.24
6122	VERIZON WIRELESS	01-50	167.34
7473	ST CLAIR COUNTY TRUSTEE-PAYMENT A	01-50	795.00
830	PYRAMID ELECTRICAL CONTRACTORS, I	01-50	5,357.63
BL043	BLUE CROSS AND BLUE SHIELD OF ILL	01-50	64,010.41
CJ000	C J SCHLOSSER & CO LLC	01-50	8,500.00
CL053	CLEARWAVE COMMUNICATIONS	01-50	1,669.63
GR082	GREATAMERICA FINANCIAL SVCS.	01-50	156.00
MW000	MWM CONSULTING GROUP INC	01-50	1,250.00
RE058	REGIONS BANK	01-50	321.04
ST162	STANDARD INSURANCE COMPANY	01-50	725.85
ST230	STAPLES	01-50	1,466.40
SU045	SUPERIOR VISION INSURANCE INC	01-50	1,000.01
	**TOTAL ADMINISTRATION		----- 125,693.76
POLICE DEPARTMENT			
1112	WATTS COPY SYSTEM, INC.	01-51	620.31
365	WIRELESS USA	01-51	936.00
3728	DOBBS AUTO CENTERS, INC.	01-51	702.76
4902	AT & T	01-51	384.80
515	HOME-BRITE ACE HARDWARE	01-51	88.96
5987	IL STATE POLICE, DIV OF JUSTICE S	01-51	28.25
6122	VERIZON WIRELESS	01-51	2,186.27
657	LEON UNIFORM COMPANY, INC.	01-51	682.98
850	REJIS COMMISSION	01-51	250.00
926	SECRETARY OF STATE	01-51	1,510.00
AL041	ALL IN SHIPPING	01-51	15.99
AM063	AMAZON BUSINESS	01-51	469.08
AT025	AT & T	01-51	507.53
BL043	BLUE CROSS AND BLUE SHIELD OF ILL	01-51	109,849.93
CI028	CINTAS FIRE 636525	01-51	138.94
ED033	ED MORSE CHEVROLET-BUICK-GMC	01-51	41.56
ED034	ED MORSE FORD	01-51	885.31
FA026	FACTORY MOTOR PARTS CO	01-51	1,312.19
HU069	HUELS OIL COMPANY	01-51	15,443.98
IL050	ILSROA	01-51	672.00
LI015	LINE-X OF SOUTHWEST ILLINOIS	01-51	80.00
OR001	O'REILLY AUTO PARTS	01-51	307.45

VENDOR #	NAME	DEPT.	AMOUNT
=====			
01 GENERAL FUND			
POLICE DEPARTMENT			
PU014	PURITAN SPRINGS	01-51	27.92
QU037	QUICKET SOLUTIONS	01-51	800.00
ST090	ST CLAIR COUNTY 9-1-1 ETSB	01-51	375.00
ST162	STANDARD INSURANCE COMPANY	01-51	521.20
SU045	SUPERIOR VISION INSURANCE INC	01-51	920.04
UL005	ULINE	01-51	825.19
UN027	UNIFIRST CORPORATION	01-51	29.32
			-----
**TOTAL POLICE DEPARTMENT			140,612.96
FIRE DEPARTMENT			
1112	WATTS COPY SYSTEM, INC.	01-52	241.25
182	BANNER FIRE EQUIPMENT INC	01-52	6,273.02
3445	DAVE SCHMIDT TRUCK SERVICE	01-52	1,773.70
4902	AT & T	01-52	167.59
6122	VERIZON WIRELESS	01-52	661.06
726	CLEAN UNIFORM COMPANY	01-52	146.02
834	QUALITY RENTAL CENTER	01-52	171.95
BE133	BECK, KEVIN	01-52	197.05
BL043	BLUE CROSS AND BLUE SHIELD OF ILL	01-52	80,297.33
HU069	HUELS OIL COMPANY	01-52	1,321.64
KA017	KATES, JOSHUA	01-52	468.61
LO050	LOCALITY MEDIA, INC	01-52	32,550.00
MA045	MADD TOWING INC	01-52	450.00
ST162	STANDARD INSURANCE COMPANY	01-52	363.65
SU045	SUPERIOR VISION INSURANCE INC	01-52	647.09
SW004	SWIC FIRE SCIENCE TRAINING CENTER	01-52	200.00
			-----
**TOTAL FIRE DEPARTMENT			125,929.96
STREETS			
1112	WATTS COPY SYSTEM, INC.	01-53	239.71
2384	HOMETOWN ACE HARDWARE	01-53	4.59
272	BUSTER'S TIRE MART	01-53	1,038.34
277	CAMPER EXCHANGE, INC.	01-53	89.74
413	ERB TURF EQUIPMENT, INC.	01-53	308.04
4178	UPCHURCH READY MIX CONCRETE CO	01-53	742.50
515	HOME-BRITE ACE HARDWARE	01-53	39.53
6122	VERIZON WIRELESS	01-53	126.86
BL043	BLUE CROSS AND BLUE SHIELD OF ILL	01-53	26,413.29
EJ000	E J EQUIPMENT	01-53	928.00
HU069	HUELS OIL COMPANY	01-53	1,920.07
ST162	STANDARD INSURANCE COMPANY	01-53	97.75
SU045	SUPERIOR VISION INSURANCE INC	01-53	199.39
UN027	UNIFIRST CORPORATION	01-53	373.90
WA066	WARNING LITES OF SOUTHERN ILLINOI	01-53	81.00
			-----
**TOTAL STREETS			32,602.71

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

01 GENERAL FUND

STREETS  
PARKS DEPARTMENT

1112	WATTS COPY SYSTEM, INC.	01-54	552.76
2102	AMEREN ILLINOIS	01-54	3,942.43
385	DON'S HARDWARE, INC.	01-54	12.78
393	DUTCH HOLLOW JANITORIAL SUPPLIES	01-54	164.62
4902	AT & T	01-54	84.24
515	HOME-BRITE ACE HARDWARE	01-54	59.17
6122	VERIZON WIRELESS	01-54	150.14
7726	SCHWAEGEL, DAN	01-54	66.46
AM040	AMERI-CAN PORTABLES	01-54	680.00
AT011	AT & T	01-54	51.88
BL043	BLUE CROSS AND BLUE SHIELD OF ILL	01-54	12,166.76
CA109	CARDINAL BUICK GMC - BELLEVILLE,	01-54	44.06
CO021	COMMERCIAL DOOR	01-54	250.00
DD002	D&D TIRE SERVICE LLC	01-54	350.00
DO061	DOG WASTE DEPOT	01-54	150.28
HU069	HUELS OIL COMPANY	01-54	2,357.13
MA045	MADD TOWING INC	01-54	125.00
MI046	MIDWEST PLUMBING & BACKFLOW LLC	01-54	763.89
OR001	O'REILLY AUTO PARTS	01-54	465.92
ST043	ST LOUIS COMPOSTING INC	01-54	204.75
ST162	STANDARD INSURANCE COMPANY	01-54	40.25
SU045	SUPERIOR VISION INSURANCE INC	01-54	79.56
UN027	UNIFIRST CORPORATION	01-54	128.35

\*\*TOTAL PARKS DEPARTMENT 22,890.43

CEMETERY DEPARTMENT

6122	VERIZON WIRELESS	01-55	78.12
BL043	BLUE CROSS AND BLUE SHIELD OF ILL	01-55	1,962.59
ST162	STANDARD INSURANCE COMPANY	01-55	17.25
SU045	SUPERIOR VISION INSURANCE INC	01-55	27.41
UN027	UNIFIRST CORPORATION	01-55	48.21

\*\*TOTAL CEMETERY DEPARTMENT 2,133.58

HEALTH & SANITATION

1112	WATTS COPY SYSTEM, INC.	01-56	23.86
1316	DOWNING SALES & SERVICE, INC	01-56	1,279.70
3445	DAVE SCHMIDT TRUCK SERVICE	01-56	7,813.25
402	EGYPTIAN WORKSPACE PARTNERS	01-56	40.41
515	HOME-BRITE ACE HARDWARE	01-56	31.97
6122	VERIZON WIRELESS	01-56	55.55
BL043	BLUE CROSS AND BLUE SHIELD OF ILL	01-56	16,409.94
GO005	GOODALL TRUCK TESTING	01-56	98.00
HU069	HUELS OIL COMPANY	01-56	18,140.95
MA045	MADD TOWING INC	01-56	495.00
MI009	MIDWEST INDUSTRIAL SUPPLIES & SER	01-56	416.00
MI091	MINTON OUTDOOR SERVICES INC	01-56	8,351.05

VENDOR #	NAME	DEPT.	AMOUNT
=====			
01 GENERAL FUND			
HEALTH & SANITATION			
RE072	REPUBLIC SERVICES RECYCLING-SOUTH	01-56	6,485.34
ST043	ST LOUIS COMPOSTING INC	01-56	1,396.50
ST162	STANDARD INSURANCE COMPANY	01-56	73.45
SU045	SUPERIOR VISION INSURANCE INC	01-56	80.35
**TOTAL HEALTH & SANITATION			61,191.32
LEGAL DEPARTMENT			
ST162	STANDARD INSURANCE COMPANY	01-60	5.75
**TOTAL LEGAL DEPARTMENT			5.75
HEALTH & HOUSING			
1112	WATTS COPY SYSTEM, INC.	01-61	317.55
402	EGYPTIAN WORKSPACE PARTNERS	01-61	80.71
6122	VERIZON WIRELESS	01-61	735.73
BL043	BLUE CROSS AND BLUE SHIELD OF ILL	01-61	11,403.62
FR042	FREEBURG PRINTING & PUBLISHING, I	01-61	176.00
HU069	HUELS OIL COMPANY	01-61	945.73
ST162	STANDARD INSURANCE COMPANY	01-61	61.95
SU045	SUPERIOR VISION INSURANCE INC	01-61	82.31
**TOTAL HEALTH & HOUSING			13,803.60
ECONOMIC DEV, PLANNING & ZONING			
1112	WATTS COPY SYSTEM, INC.	01-62	431.11
6122	VERIZON WIRELESS	01-62	42.11
BL043	BLUE CROSS AND BLUE SHIELD OF ILL	01-62	3,563.29
CO175	COSTAR REALTY INFORMATION, INC	01-62	456.00
HE102	HEWLETT-PACKARD FINANCIAL SERVICE	01-62	312.97
HU069	HUELS OIL COMPANY	01-62	75.89
RE058	REGIONS BANK	01-62	595.00
SH053	SHERIDAN, RICHARD & WENDY	01-62	230.00
ST162	STANDARD INSURANCE COMPANY	01-62	15.95
SU045	SUPERIOR VISION INSURANCE INC	01-62	16.70
**TOTAL ECONOMIC DEV, PLANNING & ZONING			5,739.02
MAYOR			
6122	VERIZON WIRELESS	01-82	42.11
BL043	BLUE CROSS AND BLUE SHIELD OF ILL	01-82	3,472.05
ST162	STANDARD INSURANCE COMPANY	01-82	11.50
SU045	SUPERIOR VISION INSURANCE INC	01-82	22.74
**TOTAL MAYOR			3,548.40
FINANCE			
BL043	BLUE CROSS AND BLUE SHIELD OF ILL	01-83	1,962.59
ST162	STANDARD INSURANCE COMPANY	01-83	17.25

VENDOR #	NAME	DEPT.	AMOUNT
=====			
01 GENERAL FUND			
FINANCE			
SU045	SUPERIOR VISION INSURANCE INC	01-83	27.41
	**TOTAL FINANCE		2,007.25
HUMAN RESOURCES/COMMUNITY DEV			
1112	WATTS COPY SYSTEM, INC.	01-84	133.69
	**TOTAL HUMAN RESOURCES/COMMUNITY DEV		133.69
CLERKS			
BL043	BLUE CROSS AND BLUE SHIELD OF ILL	01-85	5,390.94
ST162	STANDARD INSURANCE COMPANY	01-85	19.10
SU045	SUPERIOR VISION INSURANCE INC	01-85	33.46
	**TOTAL CLERKS		5,443.50
TREASURER			
BL043	BLUE CROSS AND BLUE SHIELD OF ILL	01-86	2,696.52
FR042	FREEBURG PRINTING & PUBLISHING, I	01-86	224.50
ST162	STANDARD INSURANCE COMPANY	01-86	15.95
SU045	SUPERIOR VISION INSURANCE INC	01-86	16.08
	**TOTAL TREASURER		2,953.05
MAINTENANCE			
1112	WATTS COPY SYSTEM, INC.	01-87	22.62
393	DUTCH HOLLOW JANITORIAL SUPPLIES	01-87	1,811.17
515	HOME-BRITE ACE HARDWARE	01-87	13.97
6122	VERIZON WIRELESS	01-87	168.44
726	CLEAN UNIFORM COMPANY	01-87	95.50
BL043	BLUE CROSS AND BLUE SHIELD OF ILL	01-87	9,235.85
HU069	HUELS OIL COMPANY	01-87	470.66
ST162	STANDARD INSURANCE COMPANY	01-87	40.25
SU045	SUPERIOR VISION INSURANCE INC	01-87	71.57
WE023	WEINLAND REFRIGERATION	01-87	439.50
	**TOTAL MAINTENANCE		12,369.53
ENGINEERING			
1112	WATTS COPY SYSTEM, INC.	01-88	142.71
6122	VERIZON WIRELESS	01-88	47.11
BL043	BLUE CROSS AND BLUE SHIELD OF ILL	01-88	2,940.61
HU069	HUELS OIL COMPANY	01-88	109.03
ST162	STANDARD INSURANCE COMPANY	01-88	11.50
SU045	SUPERIOR VISION INSURANCE INC	01-88	16.07
	**TOTAL ENGINEERING		3,267.03
01 GENERAL FUND		GRAND TOTAL	711,945.82

SYS DATE:06/29/22

CITY OF BELLEVILLE  
C L A I M S H E E T  
Tuesday July 05,2022

SYS TIME:11:19

[NCS]

DATE: 07/05/22

PAGE 6

VENDOR #	NAME	DEPT.	AMOUNT
=====			
04	LIBRARY		
2102	AMEREN ILLINOIS	04-00	692.56
BL043	BLUE CROSS AND BLUE SHIELD OF ILL	04-00	16,831.61
GO035	GOLDEN IMAGES LLC	04-00	6,163.22
GR093	GRAYBAR FINANCIAL SERVICES	04-00	420.00
RE058	REGIONS BANK	04-00	1,072.53
ST162	STANDARD INSURANCE COMPANY	04-00	100.90
SU045	SUPERIOR VISION INSURANCE INC	04-00	129.91
	**TOTAL		----- 25,410.73
04	LIBRARY	GRAND TOTAL	25,410.73

VENDOR #	NAME	DEPT.	AMOUNT
=====			
07	PLAYGROUND AND RECREATION		
1112	WATTS COPY SYSTEM, INC.	07-00	102.68
201	BELLEVILLE BOWLING & SPORTS SHOP	07-00	11,779.85
2102	AMEREN ILLINOIS	07-00	384.53
2244	SWITZER FOOD & SUPPLIES	07-00	233.25
961	SOUTHWEST ILLINOIS ASSN. OF UMPIR	07-00	7,550.00
AC020	ACTIVE NETWORK, LLC	07-00	3,000.00
BL043	BLUE CROSS AND BLUE SHIELD OF ILL	07-00	2,985.32
CL053	CLEARWAVE COMMUNICATIONS	07-00	299.00
DO065	DONELSON, THERESA	07-00	50.00
ST162	STANDARD INSURANCE COMPANY	07-00	50.20
ST230	STAPLES	07-00	76.72
ST232	STEIGNER, ROBERT	07-00	204.00
SU045	SUPERIOR VISION INSURANCE INC	07-00	60.24
WA116	WALMART CREDIT CARD	07-00	415.83
	**TOTAL		----- 27,191.62
07	PLAYGROUND AND RECREATION	GRAND TOTAL	27,191.62

SYS DATE:06/29/22

CITY OF BELLEVILLE  
C L A I M S H E E T  
Tuesday July 05,2022

SYS TIME:11:19

[NCS]

DATE: 07/05/22

PAGE 8

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

12 GENERAL & COMMUNITY ASSISTANCE

1112	WATTS COPY SYSTEM, INC.	12-00	85.68
BL043	BLUE CROSS AND BLUE SHIELD OF ILL	12-00	1,747.72
ST162	STANDARD INSURANCE COMPANY	12-00	11.50
SU045	SUPERIOR VISION INSURANCE INC	12-00	16.70
	**TOTAL		1,861.60

12 GENERAL & COMMUNITY ASSISTANCE GRAND TOTAL 1,861.60

SYS DATE:06/29/22

CITY OF BELLEVILLE

SYS TIME:11:19

DATE: 07/05/22

C L A I M S H E E T  
Tuesday July 05,2022

[NCS]

PAGE 9

VENDOR #	NAME	DEPT.	AMOUNT
13 MOTOR FUEL TAX FUND			
4757	MORTON SALT, INC	13-00	25,582.66
486	HANK'S EXCAVATING & LANDSCAPING,	13-00	108,858.54
EL001	ELECTRICO, INC.	13-00	1,947.40
KA009	KASKASKIA ENGINEERING GROUP LLC	13-00	7,001.23
	**TOTAL		143,389.83
13 MOTOR FUEL TAX FUND		GRAND TOTAL	143,389.83

SYS DATE:06/29/22

CITY OF BELLEVILLE  
C L A I M S H E E T  
Tuesday July 05,2022

SYS TIME:11:19

[NCS]

DATE: 07/05/22

PAGE 10

VENDOR #	NAME	DEPT.	AMOUNT
=====			
15	TORT LIABILITY FUND		
DY003	DYNAMIC DISTRIBUTION CO	15-00	475.00
	**TOTAL		----- 475.00
	15 TORT LIABILITY FUND	GRAND TOTAL	475.00

SYS DATE:06/29/22

CITY OF BELLEVILLE  
C L A I M S H E E T  
Tuesday July 05,2022

SYS TIME:11:19

[NCS]

DATE: 07/05/22

PAGE 11

VENDOR #	NAME	DEPT.	AMOUNT
=====			
20	CAMPUS FUND		
CL053	CLEARWAVE COMMUNICATIONS	20-00	5,304.00
MI091	MINTON OUTDOOR SERVICES INC	20-00	4,375.00
	**TOTAL		----- 9,679.00
	20 CAMPUS FUND	GRAND TOTAL	9,679.00

VENDOR #	NAME	DEPT.	AMOUNT
<b>21 SEWER OPERATION &amp; MAINTENANCE</b>			
SEWER COLLECTION			
1112	WATTS COPY SYSTEM, INC.	21-75	60.00
890	ST CLAIR TOWNSHIP	21-75	216.80
BL043	BLUE CROSS AND BLUE SHIELD OF ILL	21-75	1,756.98
FR042	FREEBURG PRINTING & PUBLISHING, I	21-75	224.50
IN021	INPUT TECHNOLOGY, INC	21-75	5,906.21
OD007	ODP BUSINESS SOLUTIONS, LLC	21-75	12.33
PO000	U.S. POSTAL SERVICE	21-75	610.00
ST162	STANDARD INSURANCE COMPANY	21-75	5.75
SU045	SUPERIOR VISION INSURANCE INC	21-75	10.72
**TOTAL SEWER COLLECTION			8,803.29
SEWER LINES			
515	HOME-BRITE ACE HARDWARE	21-77	9.18
5416	AMERICAN MESSAGING	21-77	82.78
6122	VERIZON WIRELESS	21-77	186.54
696	MECKFESSEL TIRE CO.	21-77	1,343.71
7141	AL'S AUTOMOTIVE SUPPLY, INC.	21-77	53.31
BL043	BLUE CROSS AND BLUE SHIELD OF ILL	21-77	7,904.33
CD003	SHRED-IT USA LLC	21-77	46.35
CL019	C & L BACKHOE	21-77	3,610.00
HU069	HUELS OIL COMPANY	21-77	1,076.03
MI072	MIDWEST VAC PRODUCTS, LLC	21-77	195.00
NE052	NEEDLES, CAROLYN	21-77	324.10
ST162	STANDARD INSURANCE COMPANY	21-77	34.50
SU045	SUPERIOR VISION INSURANCE INC	21-77	57.44
UN027	UNIFIRST CORPORATION	21-77	254.95
WA066	WARNING LITES OF SOUTHERN ILLINOI	21-77	63.00
**TOTAL SEWER LINES			15,241.22
SEWER PLANT			
1112	WATTS COPY SYSTEM, INC.	21-78	139.41
2102	AMEREN ILLINOIS	21-78	37,314.72
2728	AGRO-ECOLOGY INC	21-78	3,375.00
413	ERB TURF EQUIPMENT, INC.	21-78	54.00
434	FISHER SCIENTIFIC CO.	21-78	290.60
4902	AT & T	21-78	364.07
515	HOME-BRITE ACE HARDWARE	21-78	162.40
5205	PASS SECURITY	21-78	163.56
6122	VERIZON WIRELESS	21-78	393.32
6194	ILLINOIS ELECTRIC WORKS	21-78	1,120.00
BL043	BLUE CROSS AND BLUE SHIELD OF ILL	21-78	26,716.05
CL053	CLEARWAVE COMMUNICATIONS	21-78	299.00
HA143	HAWKINS, INC	21-78	2,057.00
HU069	HUELS OIL COMPANY	21-78	3,005.35
ST162	STANDARD INSURANCE COMPANY	21-78	102.20
SU045	SUPERIOR VISION INSURANCE INC	21-78	173.19
UN027	UNIFIRST CORPORATION	21-78	52.46

SYS DATE:06/29/22

CITY OF BELLEVILLE

SYS TIME:11:19

DATE: 07/05/22

C L A I M S H E E T  
Tuesday July 05,2022

[NCS]

PAGE 13

VENDOR #	NAME	DEPT.	AMOUNT
21	SEWER OPERATION & MAINTENANCE		
	SEWER PLANT		
	**TOTAL SEWER PLANT		75,782.33
21	SEWER OPERATION & MAINTENANCE	GRAND TOTAL	99,826.84

SYS DATE:06/29/22

CITY OF BELLEVILLE  
C L A I M S H E E T  
Tuesday July 05,2022

SYS TIME:11:19

[NCS]

DATE: 07/05/22

PAGE 14

VENDOR #	NAME	DEPT.	AMOUNT
=====			
22	SEWER REPAIR & REPLACEMENT FUND		
VA001	VANDEVANTER ENGINEERING	22-00	17,352.00
	**TOTAL		----- 17,352.00
	22 SEWER REPAIR & REPLACEMENT FUND GRAND TOTAL		17,352.00

SYS DATE:06/29/22

CITY OF BELLEVILLE  
C L A I M S H E E T  
Tuesday July 05,2022

SYS TIME:11:19

DATE: 07/05/22

[NCS]  
PAGE 15

VENDOR #	NAME	DEPT.	AMOUNT
=====			
24	SEWER CONSTRUCTION FUND		
GO028	GONZALEZ COMPANIES, LLC	24-00	4,737.50
	**TOTAL		4,737.50
	24 SEWER CONSTRUCTION FUND	GRAND TOTAL	4,737.50

SYS DATE:06/29/22

CITY OF BELLEVILLE  
C L A I M S H E E T  
Tuesday July 05,2022

SYS TIME:11:19

[NCS]

DATE: 07/05/22

PAGE 16

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

SYS DATE:06/29/22

CITY OF BELLEVILLE

SYS TIME:11:19

DATE: 07/05/22

C L A I M S H E E T  
Tuesday July 05,2022

[NCS]

PAGE 17

VENDOR #	NAME	DEPT.	AMOUNT
30	SPECIAL SERVICE AREA		
2102	AMEREN ILLINOIS	30-00	205.66
	**TOTAL		205.66
	30 SPECIAL SERVICE AREA	GRAND TOTAL	205.66

SYS DATE:06/29/22

CITY OF BELLEVILLE  
C L A I M S H E E T  
Tuesday July 05,2022

SYS TIME:11:19

[NCS]

DATE: 07/05/22

PAGE 18

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

38 TIF 3 (CITY OF BELLEVILLE)

486	HANK'S EXCAVATING & LANDSCAPING,	38-00	33,493.09
4873	ILLINOIS TAX INCREMENT ASSOCIATIO	38-00	850.00
CL051	CLAYTON HOLDINGS, LLC	38-00	43,155.81
EL001	ELECTRICO, INC.	38-00	135.01
	**TOTAL		77,633.91

38 TIF 3 (CITY OF BELLEVILLE)	GRAND TOTAL	77,633.91
-------------------------------	-------------	-----------

SYS DATE:06/29/22

CITY OF BELLEVILLE  
C L A I M S H E E T  
Tuesday July 05, 2022

SYS TIME:11:19

DATE: 07/05/22

[NCS]  
PAGE 19

VENDOR #	NAME	DEPT.	AMOUNT
=====			
75	TIF 17 (EAST MAIN STREET )		
SH054	SHOEHORN BREWING, INC	75-00	40,000.00
	**TOTAL		40,000.00
	75 TIF 17 (EAST MAIN STREET )	GRAND TOTAL	40,000.00
	GRAND TOTAL FOR ALL FUNDS:		1,660,696.82
	TOTAL FOR REGULAR CHECKS:		1,627,882.28
	TOTAL FOR DIRECT PAY VENDORS:		32,814.54

**PAYROLL BREAKDOWN AS PER G/L DISTRIBUTION REPORT**

**PAYROLL DATE: July 1, 2022**

01 50	ADMINISTRATION	<u>\$17,585.87</u>
01 51	POLICE	<u>\$335,634.99</u>
01 52	FIRE	<u>\$223,646.50</u>
01 53	STREET	<u>\$41,634.49</u>
01 54	PARKS	<u>\$24,583.70</u>
01 55	CEMETERY	<u>\$8,001.36</u>
01 56	SANITATION	<u>\$36,815.86</u>
01 60	LEGAL	<u>\$7,502.10</u>
01 61	HOUSING DEPARTMENT	<u>\$23,945.68</u>
01 62	ECONOMIC DEVELOPMENT & PLANNING	<u>\$8,414.51</u>
01 82	MAYOR	<u>\$5,832.65</u>
01 83	FINANCE	<u>\$7,186.96</u>
01 84	HUMAN RESOURCE	<u>\$4,088.08</u>
01 85	CLERK	<u>\$8,427.01</u>
01 86	TREASURER	<u>\$3,313.91</u>
01 87	MAINTENANCE	<u>\$16,191.04</u>
01 88	ENGINEER	<u>\$5,889.76</u>
	<b>TOTAL GENERAL FUND</b>	<b><u>\$778,694.47</u></b>
4	LIBRARY	<u>\$35,879.73</u>
7	RECREATION	<u>\$29,853.35</u>
12	G & C ASSISTANCE	<u>\$4,089.20</u>
21 75	SEWER COLLECTIONS	<u>\$5,745.62</u>
21 77	SEWER LINES	<u>\$13,119.43</u>
21 78	SEWER PLANT	<u>\$49,527.44</u>
	<b>TOTAL SEWER DEPARTMENT</b>	<b><u>\$68,392.49</u></b>
	<b>Employers' Portion of FICA (06-00-21500) CR</b>	<b><u>\$37,648.54</u></b>
	<b>*****TOTAL PAYROLL</b>	<b><u>\$954,557.78</u></b>

**PAYROLL BREAKDOWN AS PER G/L DISTRIBUTION REPORT**

**PAYROLL DATE: June 22, 2022**

01 50	ADMINISTRATION	<u>\$0.00</u>
01 51	POLICE	<u>\$0.00</u>
01 52	FIRE	<u>\$0.00</u>
01 53	STREET	<u>\$7,432.61</u>
01 54	PARKS	<u>\$0.00</u>
01 55	CEMETERY	<u>\$0.00</u>
01 56	SANITATION	<u>\$0.00</u>
01 60	LEGAL	<u>\$0.00</u>
01 61	HOUSING DEPARTMENT	<u>\$0.00</u>
01 62	ECONOMIC DEVELOPMENT & PLANNING	<u>\$0.00</u>
01 82	MAYOR	<u>\$0.00</u>
01 83	FINANCE	<u>\$0.00</u>
01 84	HUMAN RESOURCE	<u>\$0.00</u>
01 85	CLERK	<u>\$0.00</u>
01 86	TREASURER	<u>\$0.00</u>
01 87	MAINTENANCE	<u>\$0.00</u>
01 88	ENGINEER	<u>\$0.00</u>
	<b>TOTAL GENERAL FUND</b>	<b><u>\$7,432.61</u></b>
4	LIBRARY	<u>\$0.00</u>
7	RECREATION	<u>\$0.00</u>
12	G & C ASSISTANCE	<u>\$0.00</u>
21 75	SEWER COLLECTIONS	<u>\$0.00</u>
21 77	SEWER LINES	<u>\$0.00</u>
21 78	SEWER PLANT	<u>\$0.00</u>
	<b>TOTAL SEWER DEPARTMENT</b>	<b><u>\$0.00</u></b>
	Employers' Portion of FICA (06-00-21500) CR	<u>\$545.05</u>
	<b>*****TOTAL PAYROLL</b>	<b><u><u>\$7,977.66</u></u></b>



## Tabulation of Bids



Local Public Agency	County	Section Number	Letting Date
CITY OF BELLEVILLE - Sidewalks	St. Clair	23-00000-01-GM	05/17/22

Approved Engineer's Estimate	Attended By (IDOT Representative(s))
\$125,244.70	

Bidder's Name	Hank's Excavating & Landscaping, Inc.	Fournie Contracting Co., Inc.	
Bidder's Address	5825 W. State Rte 161	2700 South Belt West	
City, State, Zip	Belleville, IL 62223	Belleville, IL 62226	
Proposal Guarantee			
Terms			

Approved Engineer's Estimate

Item No.	Item	Delivery	Unit	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Concrete Sidewalk Removal		SQ FT	4270.4	\$2.2500	\$9,608.40	\$2.5500	\$10,889.52	\$4.0000	\$17,081.60		\$0.00
2	Concrete Driveway Removal		SQ FT	108.8	\$40.0000	\$4,352.00	\$50.0000	\$5,440.00	\$38.0000	\$4,134.40		\$0.00
3	Concrete Curb Removal		FOOT	1305.6	\$8.9500	\$11,685.12	\$9.7500	\$12,729.60	\$18.0000	\$23,500.80		\$0.00
4	P.C. Concrete Sidewalk 4"		SQ FT	4379.2	\$7.0000	\$30,654.40	\$8.0000	\$35,033.60	\$10.0000	\$43,792.00		\$0.00
5	P.C. Concrete Sidewalk 6"		SQ FT	108.8	\$8.0000	\$870.40	\$9.5000	\$1,033.60	\$24.0000	\$2,611.20		\$0.00
6	Detectable Warnings		SQ FT	52.22	\$37.0000	\$1,932.14	\$40.0000	\$2,088.80	\$64.0000	\$3,342.08		\$0.00
7	P.C. Conc. Driveway Pav. 6"		SQ YD	65.28	\$75.0000	\$4,896.00	\$85.0000	\$5,548.80	\$86.0000	\$5,614.08		\$0.00
8	P.C. Conc. Driveway Pav. 8"		SQ YD	76.16	\$85.0000	\$6,473.60	\$97.0000	\$7,387.52	\$88.0000	\$6,702.08		\$0.00
9	P.C. Conc. Curb		FOOT	1580	\$34.0000	\$53,720.00	\$40.0000	\$63,200.00	\$44.0000	\$69,520.00		\$0.00
10	Grading for Sidewalk		SQ FT	108.8	\$2.2500	\$244.80	\$2.7500	\$299.20	\$2.0000	\$217.60		\$0.00
11	Grading for Driveways		SQ YD	32.64	\$16.0000	\$522.24	\$18.0000	\$587.52	\$18.0000	\$587.52		\$0.00
12	Grading for Curb		FOOT	54.4	\$5.2500	\$285.60	\$5.5000	\$299.20	\$2.0000	\$108.80		\$0.00
<b>Total Bid:</b>												
						As Read:						
						As Calculated:		\$144,537.36		\$177,212.16		\$0.00
						% Over/Under:		15.40 %		41.49 %		



## Tabulation of Bids



Local Public Agency	County	Section Number	Letting Date
CITY OF BELLEVILLE - Infrastructure	St. Clair	23-00000-04-GM	05/17/22

Approved Engineer's Estimate	Attended By (IDOT Representative(s))
\$246,112.00	

Bidder's Name	Hank's Excavating & Landscaping, Inc.			
Bidder's Address	5825 West State Rte 161			
City, State, Zip	Belleville, IL 62223			
Proposal Guarantee				
Terms				

Approved Engineer's Estimate

Item No.	Item	Delivery	Unit	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	LABORER-STRAIGHT TIME		HOUR	1245.00	\$74.0000	\$92,130.00	\$93.5000	\$116,407.50		\$0.00		\$0.00
2	LABORER-TIME & ONE HLF		HOUR	12.00	\$102.0000	\$1,224.00	\$132.0000	\$1,584.00		\$0.00		\$0.00
3	LABORER-DOUBLE TIME		HOUR	6.00	\$115.0000	\$690.00	\$174.0000	\$1,044.00		\$0.00		\$0.00
4	OPERATOR-STR TIME		HOUR	570.00	\$89.0000	\$50,730.00	\$115.5000	\$65,835.00		\$0.00		\$0.00
5	OPRATR-TIME & ONE HLF		HOUR	10.00	\$124.0000	\$1,240.00	\$167.0000	\$1,670.00		\$0.00		\$0.00
6	OPERATOR-DOUBLE TIME		HOUR	6.00	\$145.0000	\$870.00	\$218.0000	\$1,308.00		\$0.00		\$0.00
7	CEMNT FINSHR-STR TIME		HOUR	105.00	\$78.0000	\$8,190.00	\$98.7500	\$10,368.75		\$0.00		\$0.00
8	CEMNT FNSHR-ONE & HLF		HOUR	8.00	\$117.0000	\$936.00	\$142.0000	\$1,136.00		\$0.00		\$0.00
9	CEMNT FNSHR-DBL TME		HOUR	4.00	\$130.0000	\$520.00	\$185.0000	\$740.00		\$0.00		\$0.00
10	PLUMBER-STRAIGHT TIME		HOUR	12.00	\$82.0000	\$984.00	\$120.0000	\$1,440.00		\$0.00		\$0.00
11	PLMBR-TIME and ONE HLF		HOUR	2.00	\$118.0000	\$236.00	\$164.0000	\$328.00		\$0.00		\$0.00
12	PLUMBER-DOUBLE TIME		HOUR	2.00	\$148.0000	\$296.00	\$207.0000	\$414.00		\$0.00		\$0.00
13	MASONRY CREW (2 man)		HOUR	12.00	\$125.0000	\$1,500.00	\$240.4500	\$2,885.40		\$0.00		\$0.00
14	BACKHOE (no operator)		HOUR	420.00	\$24.0000	\$10,080.00	\$21.0000	\$8,820.00		\$0.00		\$0.00
15	EXCAVATOR (no operator)		HOUR	300.00	\$44.0000	\$13,200.00	\$42.0000	\$12,600.00		\$0.00		\$0.00
16	LOADER (no operator)		HOUR	18.00	\$10.0000	\$180.00	\$27.0000	\$486.00		\$0.00		\$0.00
17	ROLLER (no operator)		HOUR	18.00	\$13.0000	\$234.00	\$27.0000	\$486.00		\$0.00		\$0.00

Item No.	Item	Delivery	Unit	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
18	PAVEMENT BREAKER		HOUR	50.00	\$12.0000	\$600.00	\$20.0000	\$1,000.00		\$0.00		\$0.00
19	CONCRETE SAW-No Labor		HOUR	32.00	\$24.0000	\$768.00	\$27.0000	\$864.00		\$0.00		\$0.00
20	SERVICE TRUCK		HOUR	630.00	\$8.0000	\$5,040.00	\$14.0000	\$8,820.00		\$0.00		\$0.00
21	SNGLE AXL TRK with DRVR		HOUR	24.00	\$80.0000	\$1,920.00	\$123.0000	\$2,952.00		\$0.00		\$0.00
22	TNDM AXL TRK with DRVR		HOUR	160.00	\$90.0000	\$14,400.00	\$127.0000	\$20,320.00		\$0.00		\$0.00
23	TRATR TRALR with DRVR		HOUR	16.00	\$90.0000	\$1,440.00	\$138.2500	\$2,212.00		\$0.00		\$0.00
24	4X4 ORNGE FLRSCT SIGN		DAY	320.00	\$2.7500	\$880.00	\$3.5000	\$1,120.00		\$0.00		\$0.00
25	TYPE 2 BARRICADE		DAY	880.00	\$1.0000	\$880.00	\$0.7500	\$660.00		\$0.00		\$0.00
26	ARROW BOARD		DAY	32.00	\$35.0000	\$1,120.00	\$47.2500	\$1,512.00		\$0.00		\$0.00
27	GENERATOR		HOUR	24.00	\$5.0000	\$120.00	\$50.0000	\$1,200.00		\$0.00		\$0.00
28	TRENCH BOX		HOUR	32.00	\$12.0000	\$384.00	\$16.2500	\$520.00		\$0.00		\$0.00
29	CONFINED SPACE KIT		HOUR	24.00	\$5.0000	\$120.00	\$22.0000	\$528.00		\$0.00		\$0.00
30	MATERIALS		DOLLAR	32000.00	\$1.1000	\$35,200.00	\$1.1000	\$35,200.00		\$0.00		\$0.00
<b>Total Bid:</b>						As Read:						
						As Calculated:	\$304,460.65	\$0.00	\$0.00			\$0.00
						% Over/Under:	23.71 %					



## Tabulation of Bids



Local Public Agency	County	Section Number	Letting Date
City of Belleville - Concrete Patch	St. Clair	23-00000-08-GM	06/07/22

Approved Engineer's Estimate	Attended By (IDOT Representative(s))
\$482,907.00	

Bidder's Name	Hank's Excavating & Landscaping, Inc.	Keeley & Sons, Inc.	Fournie Contracting Company, Inc.
Bidder's Address	5825 W.State Route 161	6303 Collinsville Rd	2700 South Belt West
City, State, Zip	Belleville, IL 62223	East St. Louis, IL 62201	Belleville, IL 62226
Proposal Guarantee			
Terms			

Approved Engineer's Estimate

Item No.	Item	Delivery	Unit	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	
1	CLASS B PTCH, SPC TII 8 "		SQ YD	172.8	\$225.0000	\$38,880.00	\$158.0000	\$27,302.40	\$170.0000	\$29,376.00	\$184.0000	\$31,795.20	
2	CLASS B PATCH, SPC TIII 8		SQ YD	635.1	\$190.0000	\$120,669.00	\$158.0000	\$100,345.80	\$170.0000	\$107,967.00	\$184.0000	\$116,858.40	
3	CLASS B PATCH, SPC TIV		SQ YD	1907.4	\$170.0000	\$324,258.00	\$158.0000	\$301,369.20	\$170.0000	\$324,258.00	\$184.0000	\$350,961.60	
4	TIE BAR CREDIT		EA	50	(\$8.0000)	(\$400.00)	(\$8.0000)	(\$400.00)	(\$8.0000)	(\$400.00)	(\$8.0000)	(\$400.00)	
5	DOWEL BAR CREDIT		EA	50	(\$10.0000)	(\$500.00)	(\$10.0000)	(\$500.00)	(\$10.0000)	(\$500.00)	(\$10.0000)	(\$500.00)	
<b>Total Bid:</b>							As Read:						
<b>Total Bid:</b>							As Calculated:		\$428,117.40		\$460,701.00		\$498,715.20
<b>Total Bid:</b>							% Over/Under:		(11.35)%		(4.60)%		3.27 %





Tabulation of Bids



Local Public Agency	County	Section Number	Letting Date
City of Belleville - Roadway Oil/Chip	St. Clair	23-00000-00-GM	06/07/22

Approved Engineer's Estimate	Attended By (IDOT Representative(s))
\$241,688.85	

Bidder's Name	DeLaurent Construction Co., Inc.	Illiana Construction Company-div of CACO	DMS Contracting, Inc.
Bidder's Address	P.O. Box 8, 98 Gillespie	1414 W/ Anthony Dr.	10243 Fuesser Rd.
City, State, Zip	Wilsonville, IL 62093	Urbana, IL 61802	Mascoutah, IL 62258
Proposal Guarantee			
Terms			

Approved Engineer's Estimate

Item No.	Item	Delivery	Unit	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Bituminous Surface Trtment											
	(Preventative Maintenance)		SQ YD	117897	\$2.0500	\$241,688.85	\$1.4600	\$172,129.62	\$2.0300	\$239,330.91	\$2.3000	\$271,163.10
<b>Total Bid:</b>							As Read:					
							As Calculated:		\$172,129.62		\$239,330.91	\$271,163.10
							% Over/Under:		(28.78)%		(0.98)%	12.20 %

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

**SHORT FORM OF AGREEMENT  
BETWEEN OWNER AND ENGINEER  
FOR PROFESSIONAL SERVICES**



## **SPECIAL NOTE ON USE OF THIS FORM**

This abbreviated Owner-Engineer Agreement form (“Short Form”) is intended for furnishing professional services of limited scope and complexity. It does not address the full range of issues of potential importance to the parties. Depending on the scope and complexity of the services and the project, the Owner and Engineer may be better served by using the Agreement Between Owner and Engineer for Professional Services (EJCDC® E-500), or one of the several special-purpose EJCDC professional services agreement forms. EJCDC® E-001 provides information on these agreement forms.

For further discussion regarding the use of this document, see the Guidelines for Use of EJCDC® E-520, Short Form of Agreement Between Owner and Engineer for Professional Services, commencing on the following page.

Copyright © 2020:

National Society of Professional Engineers  
1420 King Street, Alexandria, VA 22314-2794  
(703) 684-2882  
[www.nspe.org](http://www.nspe.org)

American Council of Engineering Companies  
1015 15th Street N.W., Washington, DC 20005  
(202) 347-7474  
[www.acec.org](http://www.acec.org)

American Society of Civil Engineers  
1801 Alexander Bell Drive, Reston, VA 20191-4400  
(800) 548-2723  
[www.asce.org](http://www.asce.org)

The copyright for this EJCDC document is owned jointly by the three sponsoring organizations listed above. The National Society of Professional Engineers is the Copyright Administrator for the EJCDC documents; please direct all inquiries regarding EJCDC copyrights to NSPE.

# **SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES**

This is an Agreement between **City of Belleville** (Owner) and Horner & Shifrin, Inc. (Engineer). Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as **Mascoutah Avenue Resurfacing** (Project). Engineer's services under this Agreement (Services) are generally identified as **Development of Phase II documents of required improvement to Mascoutah Avenue**.

Owner and Engineer further agree as follows:

## 1.01 Services of Engineer

- A. Engineer shall provide or furnish the Services set forth in this Agreement, and any Additional Services authorized by Owner and consented to by Engineer.

## 2.01 Owner's Responsibilities

- A. Owner shall provide Engineer with existing Project-related information and data in Owner's possession and needed by Engineer for performance of Engineer's Services. Owner will advise the Engineer of Project-related information and data known to Owner but not in Owner's possession. Engineer may use and rely upon Owner-furnished information and data in performing its Services, subject to any express limitations applicable to the furnished items.

- 1. Following Engineer's assessment of initially-available Project information and data, and upon Engineer's request, Owner shall obtain, furnish, or otherwise make available (if necessary through retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Services; or, with consent of Engineer, Owner may authorize the Engineer to obtain or provide all or part of such additional information and data as Additional Services.

- B. Owner shall provide necessary direction and make decisions, including prompt review of Engineer's submittals, and carry out its other responsibilities in a timely manner so as not to delay Engineer's performance. Owner shall give prompt notice to Engineer whenever Owner observes or otherwise becomes aware of (1) any relevant, material defect or nonconformance in Engineer's Services, or (2) any development that affects the scope or time of performance of Engineer's Services.

## 3.01 Schedule for Rendering Services

- A. Engineer shall complete its Services within a commercially reasonable period of time.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's Services is impaired, or Engineer's Services are delayed or suspended, then the time for completion of Engineer's Services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

#### 4.01 Invoices and Payments

- A. Invoices: Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.
- B. Payment: As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in this Paragraph 4.01, Invoices and Payments. If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.
- C. Failure to Pay: If Owner fails to make any payment due Engineer for Services, Additional Services, and expenses within 30 days after receipt of Engineer's invoice, then (1) the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; (2) in addition Engineer may, after giving 7 days' written notice to Owner, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges, and in such case Owner waives any and all claims against Engineer for any such suspension; and (3) if any payment due Engineer remains unpaid after 90 days, Engineer may terminate the Agreement for cause pursuant to Paragraph 5.01.A.2.
- D. Reimbursable Expenses: Engineer is entitled to reimbursement of expenses only if so indicated in Paragraph 4.01.E or 4.01.F. If so entitled, and unless expressly specified otherwise, the amounts payable to Engineer for reimbursement of expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external expenses allocable to the Project, including Engineer's subcontractor and subconsultant charges, with the external expenses multiplied by a factor of **10%**.
- E. Basis of Payment
  - 1. Lump Sum. Owner shall pay Engineer for Services as follows:
    - a. A Lump Sum amount of **\$78,160.38**
    - b. In addition to the Lump Sum amount, reimbursement of the following expenses: None.
    - c. The portion of the compensation amount billed monthly for Engineer's Services will be based upon Engineer's estimate of the percentage of the total Services actually completed during the billing period.
- F. Additional Services: For Additional Services, Owner shall pay Engineer an amount equal to the cumulative hours charged in providing the Additional Services by Engineer's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services. Engineer's standard hourly rates are attached as Appendix 1.

#### 5.01 Termination

- A. Termination for Cause

1. Either party may terminate the Agreement for cause upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms of the Agreement, through no fault of the terminating party.
    - a. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 5.01.A.1 if the party receiving such notice begins, within 7 days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30-day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein will extend up to, but in no case more than, 60 days after the date of receipt of the notice.
  2. In addition to its termination rights in Paragraph 5.01.A.1, Engineer may terminate this Agreement for cause upon 7 days' written notice (a) if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional, (b) if Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, (c) if payment due Engineer remains unpaid for 90 days, as set forth in Paragraph 4.01.C, or (d) as the result of the presence at the Site of undisclosed Constituents of Concern as set forth in Paragraph 6.01.I.
  3. Engineer will have no liability to Owner on account of any termination by Engineer for cause.
- B. Termination for Convenience: Owner may terminate this Agreement for convenience, effective upon Engineer's receipt of notice from Owner.
- C. Payments Upon Termination: In the event of any termination under Paragraph 5.01, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement, and to reimbursement of expenses incurred through the effective date of termination. Upon making such payment, Owner will have the limited right to the use of all deliverable documents, whether completed or under preparation, subject to the provisions of Paragraph 6.01.F, at Owner's sole risk.
1. If Owner has terminated the Agreement for cause and disputes Engineer's entitlement to compensation for services and reimbursement of expenses, then Engineer's entitlement to payment and Owner's rights to the use of the deliverable documents will be resolved in accordance with the dispute resolution provisions of this Agreement or as otherwise agreed in writing.
  2. If Owner has terminated the Agreement for convenience, or if Engineer has terminated the Agreement for cause, then Engineer will be entitled, in addition to the payments identified above, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's subcontractors or subconsultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Paragraph 4.01.F.

## 6.01 General Considerations

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor will Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.
- D. Engineer's opinions of probable construction cost (if any) are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.
- E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents, other than those made by Engineer.
- F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Engineer grants to Owner a limited license to use the deliverable documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the deliverable documents, and subject to the following limitations:
  - 1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
  - 2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific

purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and subconsultants;

3. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and subconsultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and
  4. such limited license to Owner shall not create any rights in third parties.
- G. Owner and Engineer agree to transmit, and accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
  - H. Waiver of Damages; Limitation of Liability: To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's officers, directors, members, partners, agents, employees, subconsultants, and insurers, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$100,000 or the total amount of compensation received by Engineer, whichever is less.
  - I. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.
  - J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute will be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.
  - K. This Agreement is to be governed by the laws of the state in which the Project is located.
  - L. Engineer's Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

## 7.01 Definitions

- A. Constructor—Any person or entity (not including the Engineer, its employees, agents, representatives, subcontractors, and subconsultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
- B. Constituent of Concern—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), lead based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to laws and regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

## 8.01 Successors, Assigns, and Beneficiaries

### A. Successors and Assigns

- 1. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 8.01.A.2 the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- 2. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

- B. Beneficiaries: Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

## 9.01 Total Agreement

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

Attachments: Appendix 1, Negotiation Package which includes

Written Scope; Attachment A – Fee Development Sheet; Attachment B – Current Rate and Direction Costs; Attachment C – Conceptual Construction Cost Estimate and Attachment D – Conceptual Typical Section

This Agreement's Effective Date is **6/6/2022**.

Owner:

\_\_\_\_\_  
(name of organization)

By: \_\_\_\_\_  
(authorized individual's signature)

Date: \_\_\_\_\_  
(date signed)

Name: \_\_\_\_\_  
(typed or printed)

Title: \_\_\_\_\_  
(typed or printed)

Address for giving notices:

\_\_\_\_\_  
\_\_\_\_\_

Designated Representative:

Name: \_\_\_\_\_  
(typed or printed)

Title: \_\_\_\_\_  
(typed or printed)

Address:

\_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Engineer:

Horner & Shifrin, Inc.  
\_\_\_\_\_  
(name of organization)

By: Bradley E. Riechmann  
(authorized individual's signature)

Date: 6/6/2022  
(date signed)

Name: Bradley E. Riechmann  
(typed or printed)

Title: Associate Vice President  
(typed or printed)

Address for giving notices:

\_\_\_\_\_  
\_\_\_\_\_

Designated Representative:

Name: Bradley E. Riechmann  
(typed or printed)

Title: Associate Vice President  
(typed or printed)

Address:

604 Pierce Blvd., Ste. 300  
O'Fallon, IL 62269

Phone: 618-726-0307

Email: beriechmann@hornersshifrin.com

# City of Belleville

---

## Proposal

---

Mascoutah Avenue Resurfacing  
Phase II Project



June 2022

## SCOPE OF SERVICES

### City of Belleville

### Mascoutah Avenue Resurfacing

### Phase II St. Clair County

**Work Description:** Development of phase II documents of required improvements to Mascoutah Avenue.

**Project Limits:** Just south of East Main Street continuing to the south ending at the joint just south of McKinley Street for an approximate distance of 3,100 feet.

**Scope of Work:**

1. Since there are no existing plans a full topographic survey approximately 3,100' will be done. This will include research, survey control, 27 locations requiring sidewalk ramps, 10 intersections, row determination, row determination calculations, and the use of CAD to process the topographic survey.
2. Prepare preliminary plans, approximately 60% complete for the City's review. The preliminary plans shall consist of the following:
  - a. Cover sheet.
  - b. General notes, Highway Standards, and Mix design sheet.
  - c. Summary of Quantities with pay items but no quantities – 1 sheet
  - d. Typical Sections – 3 sheets
  - e. Schedule of Quantities – outline of each schedule required but no information filled in. – 1 sheet.
  - f. Alignment, Ties, and benchmarks - 2 sheets
  - g. Plan/Profile – 6 sheets
  - h. Removal Plan – 6 sheets
  - i. Pavement Marking and Signing Plan – 6 sheets
  - j. Sidewalk Ramp Details – 7 sheets
  - k. Miscellaneous Details – 1 Sheet
  - l. Utility Coordination, QA/QC, and coordination with the City will be done.
3. Prepare final plans, specifications, estimate of cost, estimate of time for bidding purposes. The final documents will include:
  - a. Address any comments to the set of the preliminary plans.
  - b. Cover Sheet.
  - c. General notes, Highway Standards, and Mix design sheet.
  - d. Summary of Quantities with pay items and all quantities – 1 sheet
  - e. Typical Sections – 3 sheets
  - f. Schedule of Quantities – completed schedule with locations and quantities – 1 sheet.
  - g. Alignment, Ties, and benchmarks - 2 sheets
  - h. Plan/Profile – 6 sheets

- i. Removal Plan – 6 sheets
  - j. Pavement Marking and Signing Plan – 6 sheets
  - k. Sidewalk Ramp Details – 7 sheets
  - l. Miscellaneous Details – 1 Sheet
  - m. Quantity calculations completed and checked.
  - n. Utility Coordination, QA/QC, and coordination with the City will be done.
  - o. Construction Cost Estimate
  - p. Estimate of Time
  - q. Specifications
  - r. Address any comments made by the City.
4. Prepare sidewalk ramp details that satisfy ADA guidelines.
  5. As a minimum, mill and resurface to the end of the radius on all side streets. The distance will be determined by the placement of the crosswalks and location of the stop bar.

**Submittals:**

1. One hard copy and an electronic copy of the preliminary plans in pdf format.
2. One hard copy and an electronic copy of the final plans, specifications, construction estimate of cost, and estimate of time.

**Not in Scope of Work:**

1. Submittals or any coordination with the Illinois Department of Transportation.
2. Environmental Survey Requests.
3. Coordination with the Illinois Department of Natural Resources.
4. Phase I reports or completion of Phase I forms.
5. Pavement coring.
6. Phase III services such as construction observation and or material testing.

**Attachments**

- 
- A. Engineering Fee
  - B. Rate Schedule
  - C. Preliminary Estimate of Cost
  - D. Proposed Typical Sections
-

**ATTACHMENT A**

**CITY OF BELLEVILLE - MASCOUTAH AVENUE IMPROVEMENTS**

**ENGINEERING ESTIMATE OF COST**

DESIGN PHASE	Task	HOURS							Cost
		Principal	Proj. Manager	Design Engr.	Surveyor	Const. Manager	Const. Admin.		
		\$ 210	\$ 150	\$ 115	\$ 129	\$ 141	\$ 122		
<b>PROJECT MANAGEMENT:</b>									
	PROJECT MANAGEMENT	4	30						\$ 5,340.00
<b>SITE SURVEY</b>									
	RESEARCH				10				\$ 1,290.00
	SURVEY CONTROL				6				\$ 774.00
	TOPO-3,100 FEET				50				\$ 6,450.00
	SIDEWALK RAMP 27 EACH				27				\$ 3,483.00
	INTERSECTION TOPO 10 EACH				10				\$ 1,290.00
	ROW DETERMINATION				10				\$ 1,290.00
	CAD PROCESS SURVEY				10				\$ 1,290.00
	QA/QC	5							\$ 1,050.00
<b>PRELIMINARY PLANS</b>									
	COVER SHEET		1	3					\$ 495.00
	GENERAL NOTES, HIGHWAY STANDARDS, MIX DESIGNS		2	3					\$ 645.00
	SUMMARY OF QUANTITIES (1 SHEET)		1	5					\$ 725.00
	TYPICAL SECTIONS (3 SHEETS)		5	18					\$ 2,820.00
	SCHEDULE OF QUANTITIES (1 SHEET)		1	6					\$ 840.00
	ALIGNMENT, TIES, AND BENCHMARKS (2 SHEETS)		1	6					\$ 840.00
	PLAN/PROFILE (6 SHEETS)		10	38					\$ 5,870.00
	REMOVAL PLAN (6 SHEETS)		10	38					\$ 5,870.00
	PAVEMENT MARKING AND SIGNING PLAN (6 SHEETS)		10	38					\$ 5,870.00
	SIDEWALK RAMP DETAILS (7 SHEETS)	1	8	47					\$ 6,815.00
	MISC DETAILS (1 SHEET)		2	10					\$ 1,450.00
	UTILITY COORDINATION		2	4					\$ 760.00
	QA/QC	11							\$ 2,310.00
	COORDINATION WITH CITY	2	3						\$ 870.00
<b>FINAL PLANS, SPECIFICATIONS AND ESTIMATE:</b>									
	ADDRESS COMMENTS TO PRELIMINARY PLANS		4	4					\$ 1,060.00
	COVER SHEET		0.5	1					\$ 190.00
	GENERAL NOTES, HIGHWAY STANDARDS, MIX DESIGNS		0.5	1					\$ 190.00
	SUMMARY OF QUANTITIES (1 SHEET)		1	3					\$ 495.00
	TYPICAL SECTIONS (2 SHEETS)		1	1					\$ 265.00
	SCHEDULE OF QUANTITIES (1 SHEET)		1	3					\$ 495.00
	ALIGNMENT, TIES, AND BENCHMARKS (2 SHEETS)		0.5	2					\$ 305.00
	PLAN/PROFILE SHEETS (6 SHEETS)		2	8					\$ 1,220.00
	REMOVAL PLAN (6 SHEETS)		2	6					\$ 990.00
	PAVEMENT MARKING AND SIGNING PLAN (6 SHEETS)		2	6					\$ 990.00
	SIDEWALK RAMP DETAILS (7 SHEETS)	1	2	4					\$ 970.00
	MISC DETAILS (1 SHEET)		0.5	1					\$ 190.00
	QUANTITY CALCULATIONS		2.0	50					\$ 6,050.00
	UTILITY COORDINATION		2	4					\$ 760.00
	COORDINATION WITH CITY	2	2						\$ 720.00
	CONSTRUCTION COST ESTIMATE		2	4					\$ 760.00
	ESTIMATE OF TIME		1	2					\$ 380.00
	SPECIFICATIONS		8						\$ 1,200.00
	QA/QC		2	3					\$ 645.00
	SUBMITTALS (CITY)		1	3					\$ 495.00
	ADDRESS COMMENTS TO FINAL PLANS	1	2	4					\$ 970.00
<b>\$ 19,340.00</b>									
SUBTOTAL HOURS		27	125	326	123	0	0	0	0
SUBTOTAL COST		\$ 5,670.00	\$ 18,750.00	\$ 37,490.00	\$ 15,867.00	\$ -	\$ -	\$ -	\$ -
<b>\$ 77,777.00</b>									
Other Direct Costs:									
	Survey: Travel (200 miles @ \$0.585/mile)								\$ 117.00
	Site Visit: Travel (14 miles @ \$0.585/mile)								\$ 8.19
	2 Trips to Belleville Engineering Office (16.4 miles @ \$0.585/mile)								\$ 8.19
	Reproduction								\$ 250.00
<b>DIRECT COST SUBTOTAL</b>									
<b>\$ 383.38</b>									
<b>TOTAL FOR DESIGN PHASE</b>									
<b>\$ 78,160.38</b>									

**Notes:**  
 Project limits are from East Main Street to East McKinley Street  
 Digital PDF's will be provided for bid sets, plotting of bid sets is not included in scope. PDF's will be provided to City at Preliminary and Final PSE for review.  
 Construction field inspections done by others

ATTACHMENT B



Hourly Billing Rates by Classification  
Effective: 5/29/22

CLASSIFICATION	RATE	CLASSIFICATION	RATE
AP01 PROFESSIONAL 1	\$ 290	EP14 ENGR ENVIRONMENTAL ENGR	\$ 95
AP02 PROFESSIONAL 2	\$ 166	ET01 PROF DESIGNER ENVIRONMENTAL ENGR	\$ 124
AP03 PROFESSIONAL 3	\$ 147	ET02 DESIGNER ENVIRONMENTAL ENGR	\$ 98
AT04 CLERICAL 3	\$ 90	ET03 DESIGNER ENVIRONMENTAL ENGR	\$ 85
AT06 CLERICAL 6	\$ 75	ET04 CAD TECH ENVIRONMENTAL ENGR	\$ 77
BP01 AVP BUILDING SERVICES	\$ 200	ET05 CAD TECH ENVIRONMENTAL ENGR	\$ 72
BP02 SR PM BUILDING SERVICES	\$ 195	ET06 CAD TECH ENVIRONMENTAL ENGR	\$ 70
BP03 SR PM BUILDING SERVICES	\$ 190	GP01 MANAGER	\$ 180
BP04 SR PM BUILDING SERVICES	\$ 168	GP03 MANAGER	\$ 146
BP05 SR PM BUILDING SERVICES	\$ 155	GP04 MANAGER	\$ 135
BP07 PM BUILDING SERVICES	\$ 139	GT04 COORDINATOR	\$ 90
BP08 PE BUILDING SERVICES	\$ 132	IP01 AVP - GIS/IT/SURVEY	\$ 215
BP11 DESIGN ENGR BUILDING SERVICES	\$ 108	IP02 SR GIS/IT PROFESSIONAL	\$ 140
BP12 DESIGN ENGR BUILDING SERVICES	\$ 100	IT01 GIS/IT ANALYST	\$ 129
BP13 ENGR BUILDING SERVICES	\$ 91	IT02 GIS/IT ANALYST	\$ 108
BTM1 TECH MGR., BUILDING SERVICES	\$ 144	IT03 GIS/IT ANALYST	\$ 104
BT01 PROF DESIGNER BUILDING SERVICES	\$ 129	IT04 GIS/IT ANALYST	\$ 100
BT02 SR DESIGNER BUILDING SERVICES	\$ 106	IT05 GIS/IT ANALYST	\$ 97
BT03 DESIGNER BUILDING SERVICES	\$ 93	SU01 PROFESSIONAL LAND SURVEYOR	\$ 150
BT04 CAD TECH BUILDING SERVICES	\$ 83	SU02 PROFESSIONAL LAND SURVEYOR	\$ 129
BT05 CAD TECH BUILDING SERVICES	\$ 77	SU03 SURVEY INSTRUMENT TECHNICIAN	\$ 110
CSP01 VP CIV-SITE ENGR	\$ 240	SU04 SURVEY INSTRUMENT TECHNICIAN	\$ 102
CSP02 AVP CIV-SITE ENGR	\$ 230	SP01 VP STRUCTURAL ENGR	\$ 252
CSP03 ASST BUL CIV-SITE ENGR	\$ 210	SP02 AVP STRUCTURAL ENGR	\$ 206
CSP04 SR PM CIV-SITE ENGR	\$ 170	SP03 SR PM STRUCTURAL ENGR	\$ 193
CSP05 SR PM CIV-SITE ENGR	\$ 160	SP04 SR PM STRUCTURAL ENGR	\$ 181
CSP06 PM CIV-SITE ENGR	\$ 150	SP05 SR PM STRUCTURAL ENGR	\$ 170
CSP07 PM CIV-SITE ENGR	\$ 139	SP06 PM STRUCTURAL ENGR	\$ 155
CSP08 SR PE CIV-SITE ENGR	\$ 129	SP07 PM STRUCTURAL ENGR	\$ 142
CSP09 PE CIV-SITE ENGR	\$ 125	SP08 SR PE STRUCTURAL ENGR	\$ 134
CSP10 DESIGN ENGR CIV-SITE ENGR	\$ 113	SP09 PE STRUCTURAL ENGR	\$ 125
CSP11 DESIGN ENGR CIV-SITE ENGR	\$ 108	SP10 PE STRUCTURAL ENGR	\$ 116
CSP12 SR PE CIV-SITE ENGR	\$ 103	SP11 DESIGN ENGR STRUCTURAL ENGR	\$ 110
CSP13 ENGR CIV-SITE ENGR	\$ 98	SP12 DESIGN ENGR STRUCTURAL ENGR	\$ 103
CSP14 ENGR CIV-SITE ENGR	\$ 93	SP13 ENGR STRUCTURAL ENGR	\$ 96
CSTM01 TECH MGR CIV-SITE ENGR	\$ 129	SP14 ENGR STRUCTURAL ENGR	\$ 87
CST01 PROF DESIGNER CIV-SITE ENGR	\$ 126	ST03 DESIGNER STRUCTURAL ENGR	\$ 101
CST02 SR DESIGNER CIV-SITE ENGR	\$ 105	ST06 CAD TECH STRUCTURAL ENG	\$ 66
CST03 DESIGNER CIV-SITE ENGR	\$ 90	TP01 VP TRANS CIV ENGR	\$ 240
CST04 CAD TECH CIV-SITE ENGR	\$ 70	TP02 AVP TRANS CIV ENGR	\$ 210
CP01 DEPT MGR CONST SVCS	\$ 141	TP03 ENGR MGR TRANS CIV ENGR	\$ 195
CP02 PROJ ENGR CONST SVCS	\$ 135	TP04 SR PM TRANS CIV ENGR	\$ 170
CP03 PROJ ENGR CONST SVCS	\$ 117	TP05 SR PM TRANS CIV ENGR	\$ 160
CT01 CONST SVCS TECH 1	\$ 122	TP06 PM TRANS CIV ENGR	\$ 150
CT02 CONST SVCS TECH 2	\$ 112	TP07 PM TRANS CIV ENGR	\$ 140
CT03 CONST SVCS TECH 3	\$ 100	TP08 SR PE TRANS CIV ENGR	\$ 145
CT04 CONST SVCS TECH 4	\$ 94	TP09 PE TRANS CIV ENGR	\$ 130
CT05 CONST SVCS TECH 5	\$ 83	TP10 DESIGN ENGR TRANS CIV ENGR	\$ 115
CT06 CONST SVCS TECH 6	\$ 70	TP11 DESIGN ENGR TRANS CIV ENGR	\$ 110
EP01 VP ENVIRONMENTAL ENGR	\$ 259	TP12 DESIGN ENGR TRANS CIV ENGR	\$ 108
EP02 AVP ENVIRONMENTAL ENGR	\$ 204	TP13 ENGR TRANS CIV ENGR	\$ 105
EP03 ENGR MGR ENVIRONMENTAL ENGR	\$ 195	TP14 ENGR TRANS CIV ENGR	\$ 100
EP04 SR PM ENVIRONMENTAL ENGR	\$ 185	TES01 ENV SCIENTIST TRANS CIV ENGR	\$ 180
EP05 SR PM ENVIRONMENTAL ENGR	\$ 170	TES02 ENV SCIENTIST TRANS CIV ENGR	\$ 160
EP06 PM ENVIRONMENTAL ENGR	\$ 165	TES03 ENV SCIENTIST TRANS CIV ENGR	\$ 135
EP07 PM ENVIRONMENTAL ENGR	\$ 155	TES04 ENV SCIENTIST TRANS CIV ENGR	\$ 115
EP08 SR PE ENVIRONMENTAL ENGR	\$ 135	TES05 ENV SCIENTIST TRANS CIV ENGR	\$ 90
EP09 PE ENVIRONMENTAL ENGR	\$ 123	TTM1 TECH MGR TRANS CIV ENGR	\$ 120
EP10 PE ENVIRONMENTAL ENGR	\$ 118	TT01 PROF DESIGNER TRANS CIV ENGR	\$ 110
EP11 DESIGN ENGR ENVIRONMENTAL ENGR	\$ 112	TT02 SR DESIGNER TRANS CIV ENGR	\$ 99
EP12 DESIGN ENGR ENVIRONMENTAL ENGR	\$ 104	TT03 DESIGNER TRANS CIV ENGR	\$ 88
EP13 ENGINEER ENVIRONMENTAL ENGR	\$ 99	TT04 CAD TECH TRANS CIV ENGR	\$ 67

# HORNER SHIFRIN

## Reimbursable Expenses 18-Apr-22

### EQUIPMENT

3D Scanner	\$500	Day
ATV/UTV	\$65	Day
Bridge Inspection Small Tools	\$105	Day
Manhole Inspection Camera (Go Pro)	\$25	Day
Manhole Smoker / Oil	\$0.05	Linear Foot
Mobile LiDAR Scanner (MX-9 Rental)	\$6,000	Day
Handheld Scanner (Geo Slam Rental)	\$4,000	Week
Traffic Counters	\$61	Each
UAS Drone Photogrammetry	\$300	Day
UAS Drone LiDAR	\$750	Day

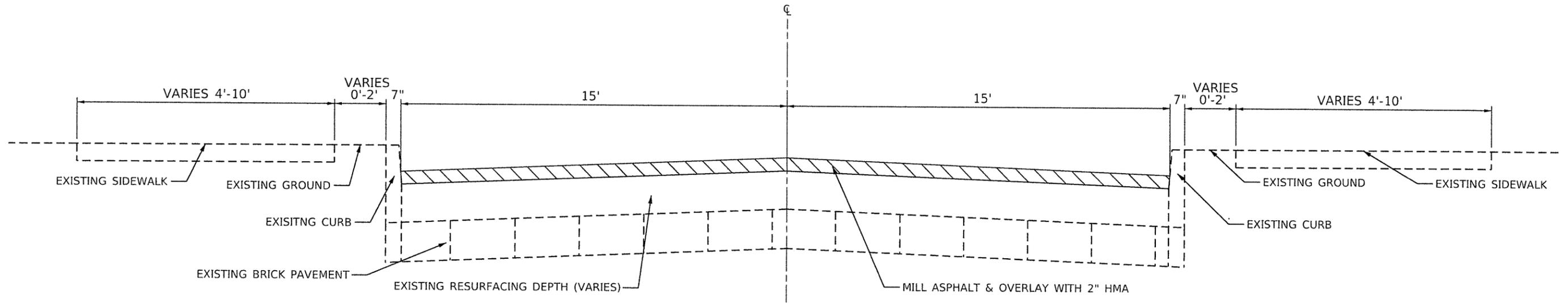
### EXPENSES

Airfare	Actual Cost + 10%
Copy	\$0.10 Each
Vehicle (Daily Rate)	\$65 Day
Vehicle (Mileage Rate)	Per IRS Mile
Facility Rental (Public Involvement)	Actual Cost + 10%
Large Format Bond	\$0.25 Square Foot
Large Format Photo Glossy	\$0.70 Square Foot
Large Format Adhesive/Specialty	\$1.75 Square Foot
Mounting of Display Boards	Actual Cost + 10%
Newspaper Advertisements / Legal Notices	Actual Cost + 10%
Outsourced Reproduction	Actual Cost + 10%
Overnight Delivery / Postage / Courier Service	Actual Cost + 10%
Overnight Lodging	Actual Cost + 10%
Per Diem	Per GSA.Gov
Railroad Fees and Expenses	Actual Cost + 10%
Recording Fees / Courthouse Fees	Actual Cost + 10%
Rented Equipment	Actual Cost + 10%
Security	Actual Cost + 10%
Specific Insurance (Required for Project)	Actual Cost + 10%
Tolls / Cabs / Mass Transit	Actual Cost + 10%
Traffic Control & Protection	Actual Cost + 10%

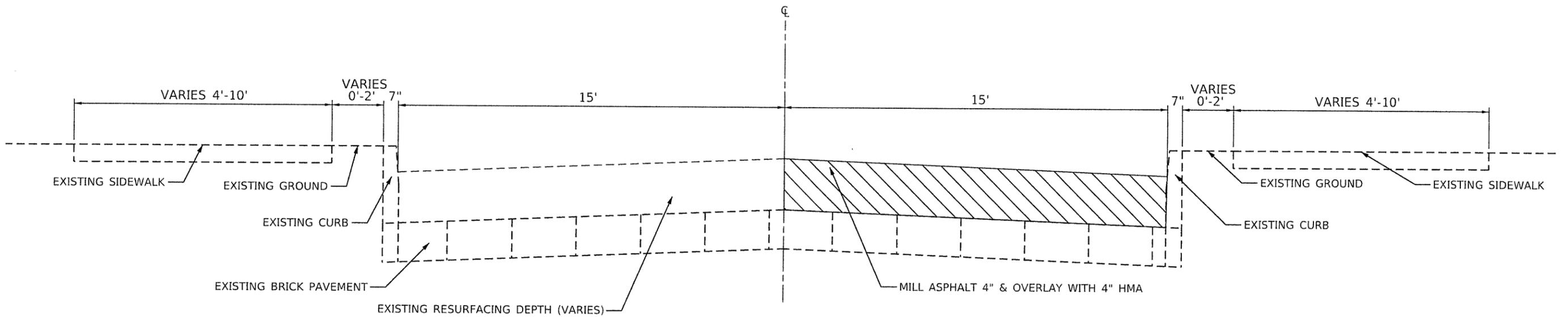


# CITY OF BELLEVILLE MASCOUTAH AVE. MILL & RESURFACE

## PROPOSED TYPICAL SECTIONS



**MILL & OVERLAY**



**MILL 4" & OVERLAY 4"**

TO BE USED IN LOCATIONS WHERE THE EXISTING HMA SURFACE HAS DISTRESSES THAT CANNOT BE CORRECTED WITH 2" OF MILLING

LAST SAVED = 5/13/2022 9:23:45 AM  
 PEN TABLE = #PENTBL#  
 PLOT DRIVER = #PLTDVRS#

FILE NAME =	USER NAME = batimmermann	DESIGNED -	REVISD -	<p>CITY OF BELLEVILLE</p>	<p><b>PROPOSED TYPICAL SECTIONS</b></p>			TOTAL SHEETS	SHEET NO.	
M:\Opportunities\Assisted\210541.CityofBelleville\On-Call\Scratch\batimmermann\210541.dwg	DRWING	REVISD -	REVISD -							
PLOT SCALE = 4.000' / in.	CHECKED -	REVISD -	REVISD -		SCALE:	SHEET NO.	OF	SHEETS	STA.	TO STA.
PLOT DATE = 5/13/2022 9:23:45 AM	DATE -	REVISD -	REVISD -		WWW.HORNERSHIFRIN.COM					



Collinsville  
100 Lanter Court, Suite 1  
Collinsville, IL 62234  
618.345.2200

St. Louis  
720 Olive, Suite 700  
St. Louis, MO 63101  
314.588.8381

Belleville  
20 East Main Street  
Belleville, IL 62220  
618.416.4688

St. Charles  
820 South Main, Suite 309  
St. Charles, MO 63301  
636.493.6277

May 27, 2022

Sal Elkott, PE  
City Engineer  
City of Belleville  
407 E Lincoln Street  
Belleville, IL 62220

Re: Cool Valley Drive Drainage Flood Mitigation Study  
OA Project No. 221111, Work Order 10

Dear Mr. Elkott:

This letter will serve as our agreement to review drainage issues on Cool Valley Drive (hereinafter called the "Project") subject to the General Conditions of the Continuing Services Agreement.

**Scope:** Our Scope of Services includes a limited field survey, modeling drainage paths, flows and piping within Cool Valley Subdivision (see attached Exhibit 1), and modeling the existing culvert under green Mount Lane. We will also investigate options to eliminate flooding in the neighborhood and provide a drainage report outlining the options (see attached detailed Scope of Services).

**Schedule:** Submit final report by September 15, 2022.

**Estimated Cost:** \$26,000 in accordance with current hourly rates and reimbursable schedule of our Continuing Services Agreement.

If this Work Order satisfactorily sets forth your understanding of our agreement, please sign in the space provided below and return a copy to us. If you have any questions, please do not hesitate to contact me.

Sincerely,

**OATES ASSOCIATES, INC.**

Steven M Keil, PE, PLS  
Project Manager

Thomas L Cissell, III, PE  
Project Principal

Accepted on this date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

## **COOL VALLEY DRIVE FLOOD MITIGATION STUDY**

We propose to prepare a drainage report to investigate options to regulate the release of storm water from the existing detention ponds. We will investigate the addition of storm sewer on Cool Valley Dr and reconstruction of the existing drainage swale. We will investigate the feasibility of adding a retention pond. Review the sizing of the existing culvert under Green Mount Lane. We plan to present options and finding in a report.

### **ITEMS INCLUDED IN BASE SCOPE OF SERVICES:**

#### **Field Survey**

- Topo survey for the project area including gathering inverts, slopes, and pipe sizes for the exiting detention pond outlets, culverts, and drainage swales.
- Draw survey in the office to create a background drawing.
- Site visit to review existing conditions and mark removal limits for a JULIE utility locate.
- Provide initial utility coordination to determine potential utility conflicts and to aid with design.
- Look at existing right of way and current property owners.

#### **Design and Calculations**

- Prepare a drainage area computation for three tributary areas.
- Modelling existing conditions to simulate existing flooding.
- Layout concept for proposed changes.
- Size proposed storm sewer/ culvert pipes based on flow.
- Review options for downstream retention pond or open channel conveyance.
- Determine options for Green Mount Lane Culvert replacement.
- Prepare for and attend meeting with the school and residents.

#### **Drainage Report and Estimates**

- Prepare a drainage report to summarize findings and option including.
  - Existing conditions
  - One proposed upstream option
  - Storm sewer options through the development
  - Two proposed downstream options
  - Green Mount Lane Culvert Replacement options
  - Cost Estimates for a base option with two alternate options
- Submit Drainage Report and Estimates to the City for approval.
- Incorporate revisions and/or comments requested by the City that are germane to the project scope.
- Present findings to the Streets and Grades Committee.

### **ITEMS NOT INCLUDED IN SCOPE OF SERVICES**

1. Full Design Plans and Specifications – can be negotiate later.
2. Bid Assistance – can be negotiated later.
3. Construction Administration – can be negotiated later.
4. Utility relocation plans. Only initial utility coord. is included as it is assumed they can be designed around.
5. Full-time construction inspection/observation – can be negotiated later.
6. Geotechnical Engineering.
7. Environmental Engineering.
8. Preparation of Plats, Temporary Construction Easements, Permanent Easements, or Property Dedication Documents.
9. Construction layout – Can be negotiated later
10. Property negotiations



Exhibit 1 – Assumed project scope of work.

**SHORT FORM OF AGREEMENT  
BETWEEN OWNER AND ENGINEER  
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of \_\_\_\_\_ (“Effective Date”) between **City of Belleville, IL** (“Owner”) and **TWM, Inc.** (“Engineer”).

Owner’s Project, of which Engineer’s services under this Agreement are a part, is generally identified as follows: **On Demand Engineering and Surveying Services** (“Project”).

Engineer’s services under this Agreement are generally identified as (“Services”):

**The Owner will contact Engineer with specific assignments of professional engineering consultation services to aid with projects that the Owner either does not have the resources or expertise to complete. Work will be in various disciplines, including Stormwater Management, Erosion Control, Streets, Sidewalks, Roadways, Land Surveying, Traffic Engineering, Grant Writing, Planning, Plan Review, Project Management, Construction Observation, Land Acquisition, or other professional services.**

**The Owner may contact Engineer by telephone, E-mail, facsimile, in person or by any other means, to request and verbally authorize that Engineer provide professional services. The Engineer will confirm via email the scope of work, schedule, and budget of each individual assignment.**

---

Owner and Engineer further agree as follows:

1.01 *Basic Agreement and Period of Service*

- A. Engineer shall provide or furnish the Services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above (“Additional Services”).
- B. Engineer shall complete its Services within the following specific time period:

**Schedule to be mutually determined by each individual assignment**

- C. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer’s Services is impaired, or Engineer’s Services are delayed or suspended, then the time for completion of Engineer’s Services, and the rates and amounts of Engineer’s compensation, shall be adjusted equitably.

2.01 *Payment Procedures*

- A. *Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for Services, Additional Services, and expenses within 30 days after receipt of Engineer’s invoice, then (1) the amounts due Engineer will be increased at the rate of 1.0%

per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day, and (2) in addition Engineer may, after giving seven days written notice to Owner, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.

- B. *Payment:* As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in Paragraphs 2.01, 2.02 (Services), and 2.03 (Additional Services). If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

## 2.02 *Basis of Payment*

- A. Owner shall pay Engineer for Services as follows:

1. **Total dollar amount of this Agreement is not to exceed twenty five thousand dollars (\$25,000).**
2. The Basis of payment for each individual assignment will be negotiated prior to Engineer's notice to proceed, which will be either by Hourly Rates or Lump Sum Basis.
3. For Hourly Basis, Engineer will monthly invoice the Owner an amount equal to the cumulative hours charged to each assignment, by each class of Engineer's employees, times standard hourly rates for each applicable billing class, plus reimbursement of expenses incurred in connection with providing the Services and Engineer's consultants' charges, if any for services completed during the billing period. The Engineer's Standard Hourly Rates are attached as Appendix 1. Rates are adjusted yearly.
4. For Lump Sum Basis, Engineer will monthly invoice the Owner a portion of the agreed to lump sum compensation amount per assignment, which will be based upon Engineer's estimate of the percentage of the total Services actually completed during the billing period.

2.03 *Additional Services:* For Additional Services, Owner shall pay Engineer an amount equal to the cumulative hours charged in providing the Additional Services by each class of Engineer's employees, times standard current hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services and Engineer's consultants' charges, if any. Engineer's standard current hourly rates are available by request.

## 3.01 *Termination*

- A. The obligation to continue performance under this Agreement may be terminated:

1. For cause,
  - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.
  - b. By Engineer:

- 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
  - 2) upon seven days written notice if the Engineer's Services are delayed for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 5.01.I.
- c. Engineer shall have no liability to Owner on account of a termination for cause by Engineer.
  - d. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.
- B. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all Services and Additional Services performed or furnished in accordance with this Agreement, plus reimbursement of expenses incurred through the effective date of termination in connection with providing the Services and Additional Services, and Engineer's consultants' charges, if any.

#### 4.01 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

## 5.01 *General Considerations*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to such Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.
- D. Engineer's opinions (if any) of probable construction cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.
- E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents other than those made by Engineer or its consultants.
- F. Engineer acknowledges that Owner has right to ownership of all files paid for by Owner under this agreement. Said files shall be of sufficient number, quality, and extent in accordance with the professional standard of care, to allow Owner the continued working use of said files (assuming Owner is sufficiently knowledgeable on the required software), subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the documents and subject to the following limitations:
  - 1. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the files without written verification, completion, or adaptation by Engineer; and
  - 2. Such limited license to Owner shall not create any rights in third parties.

- G. Owner and Engineer may transmit, and shall accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- H. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$25,000 or the total amount of compensation received by Engineer, whichever is greater.
- I. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.
- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.
- K. This Agreement is to be governed by the law of the state in which the Project is located.
- L. Engineer's Services and Additional Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

#### 6.01 *Total Agreement*

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

#### 7.01 *Definitions*

- A. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and consultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.

- B. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

8.01 *Attachments: None.*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: **City of Belleville, IL**

Engineer: **TWM, Inc.**

By: \_\_\_\_\_

By: \_\_\_\_\_

Print name: \_\_\_\_\_

Print name: Sheila J. Kimlinger

Title: \_\_\_\_\_

Title: Transportation Manager

Date Signed: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Address for Owner’s receipt of notices:

Address for Engineer’s receipt of notices:

101 S. Illinois Street

4940 Old Collinsville Road

Belleville, IL 62220

Swansea, IL 62226





Collinsville  
100 Lanter Court, Suite 1  
Collinsville, IL 62234  
618.345.2200

St. Louis  
720 Olive, Suite 700  
St. Louis, MO 63101  
314.588.8381

Belleville  
20 East Main Street  
Belleville, IL 62220  
618.416.4688

St. Charles  
820 South Main, Suite 309  
St. Charles, MO 63301  
636.493.6277

May 31, 2022

Sal Elkott, PE  
City Engineer  
City of Belleville  
407 E Lincoln Street  
Belleville, IL 62220

Re: TAP Grant Application – State Street  
Roosevelt Elementary School (W. Van Buren Street) to Lake Shore Drive  
OA Project No. 221111, Work Order 12

Dear Mr. Elkott:

This letter will serve as our agreement to perform the following services (hereinafter called the "Project") subject to the General Conditions of the Continuing Services Agreement.

**Scope:** Our Scope of Services includes preparing a 2022 TAP Grant Application to add a sidewalk on the east side of State Street from Roosevelt Elementary School (W. Van Buren Street) to Lake Shore Drive. We will also furnish such Additional Services as you may request.

**Schedule:** Submit grant application by August 19, 2022.

**Estimated Cost:** \$3,500 in accordance with current hourly rates and reimbursable schedule of our Continuing Services Agreement.

If this Work Order satisfactorily sets forth your understanding of our agreement, please sign in the space provided below and return a copy to us. If you have any questions, please do not hesitate to contact me.

Sincerely,

**OATES ASSOCIATES, INC.**

Tom Cissell, PE  
Project Manager

Steven M Keil, PE, PLS  
Project Principal

Accepted on this date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_



18B East Main St., Suite 100  
Belleville, IL 62220

## AGREEMENT FOR PROFESSIONAL SERVICES FOR BRIDGE INSPECTIONS

**DATE:** APRIL 27, 2022

**LOCHMUELLER PROJECT No:** 422-0012-00B

**CLIENT:** CITY OF BELLEVILLE

**ATTN:** MR. SAL ELKOTT, P.E.

**2300 WEST MAIN STREET**

**BLDG M – SUITE M116**

**BELLEVILLE, IL 62226**

**PROJECT NAME/LOCATION:**

- FAU 9286 Douglas Street (082-6100) carrying over Richland Creek
- FAU 9282 North 2<sup>nd</sup> Street (082-6101) carrying over Richland Creek
- North 3<sup>rd</sup> Street (082-6103) carrying over Richland Creek
- "C" Street (082-6104) carrying over Richland Creek
- FAU 9182 West Main Street (082-6105) carrying over Richland Creek
- FAU 9269 (082-6106) carrying over Richland Creek
- FAU 9273 Monroe Street (082-6107) carrying over Richland Creek
- South 3<sup>rd</sup> Street (082-6108) carrying over Richland Creek
- MS-6302 Dutch Hollow Road (082-6116) carrying over creek

**SCOPE/INTENT AND EXTENT OF SERVICES:**

LOCHMUELLER will perform 2022 Annual Bridge Inspection services according to IDOT guidelines and National Bridge Inspection Standards (NBIS) for all previously listed structures located in the City of Belleville, Illinois. All forms, reports and inspections will be delivered to IDOT for inclusion in the NBIS national data base. LOCHMUELLER will provide CLIENT all forms, reports, and inspections for the City of Belleville files. All inspections will be completed before December 31, 2022.

**FEE ARRANGEMENT:**

LOCHMUELLER fees shall not exceed \$1,000.00 for each structure inspected unless authorized by the CLIENT. The total fee for all structures will not exceed \$9,000.00. Any other fees due to additional inspections beyond the above scope will be negotiated with the CLIENT. See attached Certificate of Insurance.

**OFFERED BY: LOCHMUELLER GROUP, INC.**



---

Signature

Marsia Geldert-Murphey, Regional Director

---

Print Name and Title

**ACCEPTED BY: SAL ELKOTT, P.E.**

---

Signature

Sal Elkott, City Engineer

---

Print Name and Title

## TERMS AND CONDITIONS

**LOCHMUELLER GROUP INC. (LOCHMUELLER)** shall perform the services outlined in this Agreement for the stated fee arrangement.

### ACCESS TO SITE

Unless otherwise stated, **LOCHMUELLER** and its **SUBCONSULTANT's**, if any, shall have access to the site for activities necessary for the performance of the services. **LOCHMUELLER** and its **SUBCONSULTANT's** will take precautions to minimize damage due to these activities but has not included in the fee the cost of restoration of any resulting damage.

### BILLING AND PAYMENTS

Invoices for **LOCHMUELLER's** services shall be submitted, at **LOCHMUELLER's** option, either upon completion of such services or on a monthly basis. Invoices shall be payable within 30 days after the invoice date. **ALL PAYMENTS SHALL BE MAILED TO LOCHMUELLER GROUP, INC. AT 6200 VOGEL ROAD, EVANSVILLE, INDIANA 47715.** If the invoice is not paid within 30 days, **LOCHMUELLER** may, without waiving any claim or right against the **CLIENT**, and without liability whatsoever to the **CLIENT**, terminate the performance of the service.

### LATE PAYMENTS

Accounts unpaid 45 days after the invoice date may be subject to a monthly service charge of 1.0% on the then unpaid balance. In the event any portion or all of an account remains unpaid 90 days after billing, the **CLIENT** shall pay all costs of collection, including attorney's fees and all court costs.

### ADDITIONAL OR CHANGE IN SERVICES

In the event that the **CLIENT** requires additional or a major change in scope, character, or complexity of the services after the services have progressed as directed by the **CLIENT**, adjustments in compensation to **LOCHMUELLER** and in time for performance of the services as modified shall be determined through negotiations between the **CLIENT** and **LOCHMUELLER**. **LOCHMUELLER** shall not commence the additional services or the change of the scope of the services until an amendment to the Agreement is executed and **LOCHMUELLER** is authorized to proceed in writing by the **CLIENT**.

### CERTIFICATIONS AND STANDARD OF CARE

Guarantees and Warranties: **LOCHMUELLER** shall not be required to execute any document that would result in its certifying, guaranteeing or warranting the existence of conditions whose existence **LOCHMUELLER** cannot ascertain. Any opinions or probable project costs or construction costs rendered by **LOCHMUELLER** represent its best judgment and are furnished for general guidance only. **LOCHMUELLER** makes no warranty, either express or implied, as to the accuracy of such opinions as compared to bid or actual costs. **LOCHMUELLER** warrants only that it will perform its services consistent with the professional skill and care ordinarily provided by consultants practicing in the same or similar locality under the same or similar circumstances at the time that the services are provided ("Standard of Care). No other warranty, expressed or implied, is made or intended by this Agreement.

### RESPONSIBILITY FOR CLAIMS

In recognition of the relative risks, rewards and benefits of the project to both the **CLIENT** and **LOCHMUELLER**, the risks have been allocated such that the **CLIENT** agrees that, to the fullest extent permitted by law, **LOCHMUELLER's** total liability to the **CLIENT** for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this Agreement from any cause or causes, shall not exceed the amount of **LOCHMUELLER's** total compensation for services paid and received by **LOCHMUELLER** under this Agreement. Such causes include, but are not limited to **LOCHMUELLER's** negligence, errors, omissions, or breach of contract. **LOCHMUELLER** shall not be responsible for the means, methods and techniques of the construction contractor in the prosecution of its work nor for the construction contractor(s)' and their subcontractors' safety programs, training or compliance with safety requirements of any federal or state agency.

### NO PERSONAL LIABILITY

Notwithstanding any other provisions of this Agreement to the contrary, **LOCHMUELLER's** officers, directors, shareholders, partners, employees or agents shall not be personally liable, regardless of the cause of action asserted including breach of contract, warranty guarantee, products liability, negligence, tort, strict liability, or any other cause pertaining to **LOCHMUELLER's** performance or non-performance of the Agreement. **CLIENT** will look solely to **LOCHMUELLER** for its remedy for any claim arising out of or related to this Agreement.

### CONSEQUENTIAL DAMAGES

**CLIENT** and **LOCHMUELLER** further agree to waive, on behalf of their assigns, employees, agents, and successors-in-interest, any and all consequential damages arising out of their responsibilities hereunder. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty.

### SUBCONTRACTORS

If **LOCHMUELLER** has been asked by the **CLIENT** to subcontract certain geotechnical services on behalf of the **CLIENT**, **LOCHMUELLER** agrees to do so only as an accommodation to the **CLIENT** and in reliance upon the **CLIENT's** assurance that the **CLIENT** will make no claim to bring any action at law or in equity against **LOCHMUELLER** as a result of this subcontracted service. The **CLIENT** understands that **LOCHMUELLER** is neither trained nor knowledgeable in the procedures or results of the subcontractor's services and the **CLIENT** shall not rely upon **LOCHMUELLER** to check the quality or accuracy of their services. In addition, the **CLIENT** agrees to the fullest extent permitted by law to indemnify and hold **LOCHMUELLER** harmless from any damage, liability or cost (including attorneys' fees and costs of defense) arising from the services performed by this subcontractor except only those damages, liabilities or costs caused by the sole negligence or willful misconduct of **LOCHMUELLER**.

### CONTROLLING LAW AND DISPUTE RESOLUTION

This Agreement is to be governed by and interpreted in accordance with the law of the State where the project is located. If either **CLIENT** or **LOCHMUELLER** has a Claim against the other, the claimant shall promptly give written notice thereof and both Parties shall, in the first instance, endeavor in good faith to negotiate a settlement of the claim. If the Parties cannot resolve the dispute by negotiation, the Parties shall participate in mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect and with a neutral third-party mutually acceptable to them, and they will share equally in the cost of the mediation. If the Parties do not resolve the dispute within three (3) months of starting the mediation, the Parties may proceed with litigation. All litigation shall be in a federal or state court situated in the county in which the project resides, subject to applicable law.

### TERMINATION OF SERVICES

This Agreement may be terminated by the **CLIENT** or **LOCHMUELLER** should the other fail to perform its obligations hereunder. In the event of termination, the **CLIENT** shall pay **LOCHMUELLER** for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.

### OWNERSHIP OF DOCUMENTS

All reports, drawings, specifications, computer files, field data, notes and other documents and instruments prepared by **LOCHMUELLER** as instruments of service shall remain the property of **LOCHMUELLER**. **LOCHMUELLER** shall retain all common law, statutory and other reserved rights, including, without limitation, the copyrights thereto.

### ELECTRONIC MEDIA

Data, words, graphical representations and drawings that are stored on electronic media such as computer disks and magnetic tapes, or which are transmitted electronically, may be subject to uncontrollable alteration. **CLIENT** agrees it may only justifiably rely upon the final hardcopy materials bearing the consultant's original signature and seal.

### FORCE MAJEURE

Neither party to this Agreement shall be liable to the other party for delays in performing the Scope of Services, or for the direct or indirect cost resulting from such delays, that may result from labor strikes, riots, war, acts of governmental authorities, extraordinary weather conditions or other natural catastrophe, or any other cause beyond the reasonable control or contemplation of either party.

### SEVERABILITY

The invalidity, illegality or unenforceability of any section, subsection, clause or provision of this Agreement shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Agreement.

### HEADINGS

Headings in this Agreement are for convenience only and are not intended to be used in interpreting or construing the terms, covenants, and conditions of this Agreement.

## REPRESENTATIONS

Each party represents and warrants to the other that:

- a) It is duly organized and validly existing in the jurisdiction of its organization and has all the necessary power and authority to execute, deliver and perform this Agreement.
- b) The execution, delivery and performance of this Agreement has received all necessary partnership, corporate or other approvals, and does not conflict with any law, regulation, order, contract or instrument to which such party is bound.
- c) The individual(s) signing on its behalf is/are duly authorized to execute this Agreement to legally bind such party.



Collinsville  
100 Lanter Court, Suite 1  
Collinsville, IL 62234  
618.345.2200

St. Louis  
720 Olive, Suite 700  
St. Louis, MO 63101  
314.588.8381

Belleville  
20 East Main Street  
Belleville, IL 62220  
618.416.4688

St. Charles  
820 South Main, Suite 309  
St. Charles, MO 63301  
636.493.6277

May 19, 2022

Sal Elkott, PE  
City Engineer  
City of Belleville  
407 E Lincoln Street  
Belleville, IL 62220

Re: Dam Inspection Report – Peterson Pond  
OA Project No. 221111, Work Order 11

Dear Mr. Elkott:

This letter will serve as our agreement to perform the following services (hereinafter called the "Project") subject to the General Conditions of the Continuing Services Agreement.

**Scope:** Our Scope of Services include preparing a "Dam Inspection Report" for the Peterson Pond and submitting it to the Illinois Department of Natural Resources (IDNR).

The report includes text describing changes and current conditions, ten inspection charts, photo exhibits, and a sealed cover. Along with reporting on existing conditions, plans for proposed and/or recently completed projects will be attached to the Report to complete IDNR records.

**Schedule:** The report will be submitted within 45-days of notice to proceed.

**Estimated Cost:** \$2,000 in accordance with current hourly rates and reimbursable schedule of our Continuing Services Agreement.

If this Work Order satisfactorily sets forth your understanding of our agreement, please sign in the space provided below and return a copy to us. If you have any questions, please do not hesitate to contact me.

Sincerely,

**OATES ASSOCIATES, INC.**

Steven M Keil, PE, PLS  
Project Manager

Thomas L Cissell, III, PE  
Project Principal

Accepted on this date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

# ST. CLAIR COUNTY TAX AGENT

---

TELEPHONE (618) 656-5744  
TOLL FREE (800) 248-2850  
FACSIMILE (618) 656-5094

141 ST. ANDREWS AVENUE  
P.O. BOX 96  
EDWARDSVILLE, ILLINOIS 62025

June 28, 2022

City of Belleville  
101 South Illinois St  
Belleville, IL 62220

Transaction Number: 0622934  
Parcel Number: 08-08.0-313-005

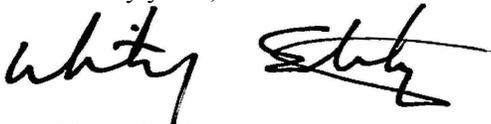
Dear City of Belleville,

Enclosed is a purchase contract to enable the City of Belleville to acquire the requested parcel. The purchase price is based upon the minimum cost of acquisition and conveyance thru the county's Tax Liquidation Program.

Please return **the signed contract** along with a check in the amount of \$795.00 payable to the St. Clair County Trustee Payment Account to the address shown above. This amount is made up of \$750.00 for purchase plus \$45.00 for recording.

Upon approval by the County Board Chairman, we will return an acknowledged copy of the purchase contract and process the conveyance. If this property is being purchased for demolition, please notify the Assessor in your county and apply for an exemption when the demolition is complete. If you have any questions, please contact me.

Sincerely yours,



Whitney Strohmeier



# PURCHASE CONTRACT

**SELLER:** St. Clair County, As Trustee

**PURCHASER:** City of Belleville

**SUBJECT PROPERTY:** 08-08.0-313-005

**TOTAL CONSIDERATION (Purchase Price + Recording Fee):** \$795.00

SELLER agrees to sell and PURCHASER agrees to purchase, the SUBJECT PROPERTY for the TOTAL CONSIDERATION payable on execution hereof.

SELLER will convey and quitclaim the SUBJECT PROPERTY to PURCHASER within 90 days after the date hereof. The deed will be returned to PURCHASER directly from the Office of the Recorder of Deeds after recording.

SELLER makes no warranty or representation, of any kind or nature, as to the condition of title to the SUBJECT PROPERTY or as to the physical condition of any improvement thereon, each of which PURCHASER accepts "as is" and with all faults.

SELLER hereby grants to PURCHASER all of SELLER'S right of possession of the SUBJECT PROPERTY and any improvement thereon, and PURCHASER assumes such right of possession and the risk of loss or damage to any such improvement, and agrees to hold SELLER harmless and indemnified from any claim arising out of the condition thereof, as of this date. No personal property is sold or purchased hereunder.

PURCHASER hereby assumes all taxes and assessments upon the SUBJECT PREMISES beginning January 1 of the year 2023.

PURCHASER may, at its expense and option, obtain such title reports and surveys as to the SUBJECT PREMISES as PURCHASER may desire. PURCHASER shall advise SELLER in writing within 30 days after date hereof concerning any defect in the condition of title disclosed by such reports or surveys and rendering the title unmarketable. In the event of such notice, the conveyance to PURCHASER shall be delayed pending SELLER'S efforts to resolve the same. In event SELLER is unable or unwilling to cure such defects within a reasonable time after notice thereof, PURCHASER may elect to cancel and terminate this agreement and the rights and obligations of the parties hereunder; and in such event, SELLER shall refund to PURCHASER all sums paid hereunder if PURCHASER shall so elect. Failure to notify SELLER of any objectionable title defect as above said shall constitute a waiver thereof.

Neither of the parties hereto may assign or delegate the rights or obligations of such party hereunder without the prior express written consent of the other. All notices to the parties concerning the subject hereof shall be transmitted to the addresses set forth below their respective signatures.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**SELLER:**

**PURCHASER:**

By: \_\_\_\_\_

By: \_\_\_\_\_

SELLER ADDRESS:  
c/o Delinquent Tax Agent  
P. O. Box 96  
Edwardsville, IL 62025-0096

PURCHASER ADDRESS:  
City of Belleville  
101 South Illinois St  
Belleville, IL 62220

# Annexation of 508 S Charles St. into the Old Belleville Historic District



# ZONING BOARD OF APPEALS, CITY OF BELLEVILLE, ILLINOIS

## ADVISORY REPORT

Application for Amendment: Clara B's, LLC

Application Filed: 04/29/2022

**25-MAY22-Clara B's, LLC:** Request for a Special Use permit for a liquor license at 106 E. Main St (08-22.0-338-047) located in a "C-2" Heavy Commercial District. (Applicable sections of the zoning code: (162.248, 162.515) Ward 6

Present Zoning: C-2

Meeting Held: 06/16/2022

Publication in News Democrat: 05/31/2022

Supporters: Kurt Mundloch, Tisa Johnson

Objectors: None

Additional public comments: None

Aldermen Present: Alderman Bryan Whittaker, Ward 1

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

- (1) Whether the proposed design, location and manner of operation of the proposed special use will adequately protect the public health, safety and welfare, and the physical environment.
- (2) Whether the proposed special use is consistent with the city's Comprehensive Plan;
- (3) The effect the proposed special use would have on the value of neighboring property and on the city's overall tax base;
- (4) The effect the proposed special use would have on public utilities and on traffic circulation on nearby streets; and
- (5) Whether there are any facilities near the proposed special use (such as schools or hospitals) that require special protection.

**25-MAY22 – Clara B's, LLC: A motion was made to APPROVE a Request for a Special Use permit for a liquor license IN THE NAME OF THE APPLICANT ONLY at 106 E. Main St (08-22.0-338- 047) located in a "C-2" Heavy Commercial District by Deborah Brennan. It was seconded by Ryan Moore. The motion carried 5-0 with all present members voting in the affirmative.**

**IT IS THEREFORE the recommendation of the Zoning Board of Appeals that the Special Use Permit be *APPROVED BY A UNANIMOUS VOTE OF ALL MEMBERS PRESENT OF 5-0.***

---

Director

Date

# ZONING BOARD OF APPEALS, CITY OF BELLEVILLE, ILLINOIS

## ADVISORY REPORT

Application for Amendment: Clara B's, LLC

Application Filed: 04/29/2022

**25-MAY22-Clara B's, LLC:** Request for a Special Use permit for outdoor seating at 106 E. Main St (08-22.0-338-047) located in a "C-2" Heavy Commercial District. (Applicable sections of the zoning code: (162.248, 162.515) Ward 6

Present Zoning: C-2

Meeting Held: 06/16/2022

Publication in News Democrat: 05/31/2022

Supporters: Kurt Mundloch, Tisa Johnson

Objectors: None

Additional public comments: None

Aldermen Present: Alderman Bryan Whittaker, Ward 1

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

- (1) Whether the proposed design, location and manner of operation of the proposed special use will adequately protect the public health, safety and welfare, and the physical environment.
- (2) Whether the proposed special use is consistent with the city's Comprehensive Plan;
- (3) The effect the proposed special use would have on the value of neighboring property and on the city's overall tax base;
- (4) The effect the proposed special use would have on public utilities and on traffic circulation on nearby streets; and
- (5) Whether there are any facilities near the proposed special use (such as schools or hospitals) that require special protection.

**25-MAY22 – Clara B's, LLC: A motion was made to APPROVE a Request for a Special Use permit for outdoor seating at 106 E. Main St (08-22.0-338- 047) located in a "C-2" Heavy Commercial District by Don Rockwell. It was seconded by Deborah Brennan. The motion carried 5-0 with all present members voting in the affirmative.**

**IT IS THEREFORE the recommendation of the Zoning Board of Appeals that a Special Use Permit be APPROVED BY A UNANIMOUS VOTE OF ALL MEMBERS PRESENT OF 6-0.**

---

Director

Date

# ZONING BOARD OF APPEALS, CITY OF BELLEVILLE, ILLINOIS

## ADVISORY REPORT

Application for Amendment: Vincenzo Buzzetta/Kurt Mundloch

Application Filed: 04/14/2022

**26-MAY22-Vincenzo Buzzetta/Kurt Mundloch: Request for a Special Use Permit to operate an Air B&B at 609 N Charles (08-22.0-123-031) located in the A-1, Single Family Residential District. (Applicable section of the zoning code: 162.094, 162.515) Ward 2.**

Present Zoning: A-1 Single-Family Residence District

Meeting Held: 06/23/2022

Publication in News Democrat: 05/31/2022

Supporters: Sharon Ogden, Mark Juen, Ashley Fears, Denise Juen

Objectors: None

Additional public comments: None

Aldermen Present: Alderman Bryan Whittaker, Ward 1

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

- (1) Whether the proposed design, location and manner of operation of the proposed special use will adequately protect the public health, safety and welfare, and the physical environment.
- (2) Whether the proposed special use is consistent with the city's Comprehensive Plan;
- (3) The effect the proposed special use would have on the value of neighboring property and on the city's overall tax base;
- (4) The effect the proposed special use would have on public utilities and on traffic circulation on nearby streets; and
- (5) Whether there are any facilities near the proposed special use (such as schools or hospitals) that require special protection.

**26-MAY22-Vincenzo Buzzetta/Kurt Mundloch: A motion to APPROVE a Request for a Special Use Permit to operate an Air B&B at 609 N Charles (08-22.0-123-031) located in the A-1, Single Family Residential District IN THE NAME OF THE APPLICANT ONLY was made by Deborah Brennan. It was seconded by Don Rockwell. The motion carried 5-0 with all present members voting in the affirmative.**

**IT IS THEREFORE the recommendation of the Zoning Board of Appeals that the Special Use Permit be *APPROVED BY A UNANIMOUS VOTE OF ALL MEMBERS PRESENT OF 6-0.***

---

Director

Date

# ZONING BOARD OF APPEALS, CITY OF BELLEVILLE, ILLINOIS

## ADVISORY REPORT

Application for Amendment: John B. Haggerty, III

Application Filed: 04/29/2022

**27-MAY22– John B. Haggerty, III: Request Use Variance to build a metal shop at 15 South 10th Street (08-21.0-336-021, 08-21.0-336-008) in a B-1, Multi-Family Residential District. (Applicable section of the zoning code: 162.183, 162.570) Ward 5**

Present Zoning: B-1 Multi-Family Residential District

Meeting Held: 06/23/2022

Publication in News Democrat: 05/31/2022

Supporters: Sharon Ogden

Objectors: None

Additional public comments: None

Aldermen Present: Alderman Bryan Whittaker, Ward 1

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

- (1) Whether the proposed design, location and manner of operation of the proposed Use Variance will adequately protect the public health, safety and welfare, and the physical environment.
- (2) Whether the proposed Use Variance is consistent with the city's Comprehensive Plan.
- (3) The effect the proposed Use Variance would have on the value of neighboring property and on the city's overall tax base.
- (4) The effect the proposed Use Variance would have on public utilities and on traffic circulation on nearby streets; and
- (5) Whether there are any facilities near the proposed Use Variance (such as schools or hospitals) that require special protection. Existing use(s) and zoning of property in question.

**27-MAY22– John B. Haggerty, III: A motion was made to APPROVE a Request Use Variance to build a metal shop at 15 South 10th Street (08-21.0-336-021, 08-21.0-336-008) in a B-1, Multi-Family Residential District by Ryan Moore. It was seconded by Don Rockwell. The motion carried 5-0 with all present members voting in the affirmative.**

**IT IS THEREFORE the recommendation of the Zoning Board of Appeals that the Use Variance be APPROVED BY A UNANIMOUS VOTE OF ALL MEMBERS PRESENT OF 5-0.**

---

Director

Date

# ZONING BOARD OF APPEALS, CITY OF BELLEVILLE, ILLINOIS

## ADVISORY REPORT

Application for Amendment: Storybook Homes Real Estate, LLC

Application Filed: 04/25/2022

**28-MAY22 – Storybook Homes Real Estate, LLC:** Request for a Special Use Permit to operate an Air B&B at 320 W F St. (08-21.0-405-024) located in the A-2, Two-Family Residential District. (Applicable section of the zoning code: 162.169, 162.515) Ward 2

Present Zoning: A-2, Two-Family Residential District

Meeting Held: 06/23/2022

Publication in News Democrat: 05/31/2022

Supporters: Kurt Mundloch, Bella Fears, Vincent Buzzetta, Denise Juen, Christy Halloran

Objectors: None

Additional public comments: None

Aldermen Present: Alderman Bryan Whittaker, Ward 1

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

- (1) Whether the proposed design, location and manner of operation of the proposed Use Variance will adequately protect the public health, safety and welfare, and the physical environment.
- (2) Whether the proposed Use Variance is consistent with the city's Comprehensive Plan.
- (3) The effect the proposed Use Variance would have on the value of neighboring property and on the city's overall tax base.
- (4) The effect the proposed Use Variance would have on public utilities and on traffic circulation on nearby streets; and
- (5) Whether there are any facilities near the proposed Use Variance (such as schools or hospitals) that require special protection. Existing use(s) and zoning of property in question.

**28-MAY22 – Storybook Homes Real Estate, LLC: A motion was made to APPROVE a Request for a Special Use Permit to operate an Air B&B as well as a variance to allow a gravel parking area IN THE NAME OF THE APPLICANT ONLY at 320 W F St. (08-21.0-405-024) located in the A-2, Two-Family Residential District by Ryan Moore. It was seconded by Steve Zimmerman. The motion carried 5-0 with all present members voting in the affirmative.**

**IT IS THEREFORE the recommendation of the Zoning Board of Appeals that the Special Use Permit be APPROVED BY A UNANIMOUS VOTE OF ALL MEMBERS PRESENT OF 5-0.**

---

Director

Date

# ZONING BOARD OF APPEALS, CITY OF BELLEVILLE, ILLINOIS

## ADVISORY REPORT

Application for Amendment: The Cornerstone Bistro, LLC

Application Filed: 04/29/2022

**29-MAY22 The Cornerstone Bistro, LLC:** Request for a Special Use permit for outdoor dining at 121 E. Main St (08-22.0-333-031) located in a "C-2" Heavy Commercial District. (Applicable sections of the zoning code: 162.248, 162.515) Ward 2

Present Zoning: C-2 Heavy Commercial District

Meeting Held: 06/23/2022

Publication in News Democrat: 05/31/2022

Supporters: None

Objectors: None

Additional public comments: None

Aldermen Present: Alderman Bryan Whittaker, Ward 1

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

- (1) Whether the proposed design, location and manner of operation of the proposed Use Variance will adequately protect the public health, safety and welfare, and the physical environment.
- (2) Whether the proposed Use Variance is consistent with the city's Comprehensive Plan.
- (3) The effect the proposed Use Variance would have on the value of neighboring property and on the city's overall tax base.
- (4) The effect the proposed Use Variance would have on public utilities and on traffic circulation on nearby streets; and
- (5) Whether there are any facilities near the proposed Use Variance (such as schools or hospitals) that require special protection. Existing use(s) and zoning of property in question.

**29-MAY22 The Cornerstone Bistro, LLC: A motion was made for a Request for a Special Use permit for outdoor dining at 121 E. Main St (08-22.0-333-031) located in a "C-2" Heavy Commercial District by Don Rockwell. It was seconded by Steve Zimmerman. The motion carried 5-0 with all present members voting in the affirmative.**

**IT IS THEREFORE the recommendation of the Zoning Board of Appeals that the Special Use Permit be APPROVED BY A UNANIMOUS VOTE OF ALL MEMBERS PRESENT OF 5-0.**

---

Director

Date

# ZONING BOARD OF APPEALS, CITY OF BELLEVILLE, ILLINOIS

## ADVISORY REPORT

Application for Amendment: Josh Nimmo

Application Filed: 04/28/2022

**31-MAY22– Josh Nimmo:** Request for a Use Variance to build a fitness facility (gym) at South Illinois St. (Parcel No.0834.0302-026) in an A-1, Single-Family Residential District. (Applicable section of the zoning code: 162.093, 162.094, 162.570) Ward 5.

Present Zoning: A-1, Single-Family Residential District

Meeting Held: 06/23/2022

Publication in News Democrat: 05/31/2022

Supporters: Ashley Groom, Susan Cannady, Alison Naile, Susan Jones, Brent

Objectors: None

Additional public comments: None

Aldermen Present: Alderman Bryan Whittaker, Ward 1

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

- (1) The proposed variance is consistent with the general purposes of this chapter (see Section 162.001); and
- (2) Strict application of the district requirements would result in great practical difficulties or hardship to the applicant, and prevent a reasonable return on the property; and
- (3) The proposed variance is the minimum deviation from such requirements that will alleviate the difficulties/hardship, and allow a reasonable return on the property; and
- (4) The plight of the applicant is due to peculiar circumstances not of his or her own making; and
- (5) The peculiar circumstances engendering the variance request are not applicable to other property within the district and, therefore, that a variance would be a more appropriate remedy than an amendment (rezoning); and
- (6) The variance, if granted, will not alter the essential character of the area where the premises in question are located, nor materially frustrate implementation of the city's Comprehensive Plan.

**31-MAY22– Josh Nimmo: A motion was made to APPROVE a Request for a Use Variance to build a fitness facility (gym) at South Illinois St. (Parcel No.0834.0302-026) in an A-1, Single-Family Residential District by Steve Zimmerman. It was seconded by Don Rockwell. The motion carried 5-0 with all present members voting in the affirmative.**

**IT IS THEREFORE the recommendation of the Zoning Board of Appeals that the Use Variance be APPROVED BY A UNANIMOUS VOTE OF ALL MEMBERS PRESENT OF 5-0.**

---

Director

Date

**Resolution No. 3447**

A RESOLUTION OF AUTHORIZATION FOR SUBMISSION OF A METRO EAST PARK AND RECREATION DISTRICT (MEPRD) FY23 PARK AND TRAIL GRANT APPLICATION

WHEREAS, the City of Belleville is applying to the Metro East Park and Recreation District (MEPRD) for FY23 Park and Trail Grant Program funds; and,

WHEREAS, it is necessary that an application be made and agreements entered into with MEPRD.

NOW THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. That the City of Belleville apply for a grant under the terms and conditions of the MEPRD FY23 Park and Trail Grant Program and shall enter into and agree to the understandings and assurances in said applications; and,
2. That the chief municipal officials on behalf of the city/township execute such documents and all other documents necessary for the carrying out of said application; and,
3. That the chief municipal officials are authorized to provide such additional information as may be required to accomplish the obtaining of such grant.

	<u>AYE</u>	<u>NAY</u>
Joe Hazel	_____	_____
Brian Whitaker	_____	_____
Carmen Duco	_____	_____
Jamie Eros	_____	_____
Kent Randle	_____	_____
Scott Ferguson	_____	_____
Johnnie Anthony	_____	_____
Raffi Ovian	_____	_____
Ed Dintelman	_____	_____
Michelle Schaefer	_____	_____
Chris Rothweiler	_____	_____
Dr. Mary G. Stiehl	_____	_____
Dennis C. Weygandt	_____	_____
Phil Elmore	_____	_____
Nora Sullivan	_____	_____
Kara Osthoff	_____	_____

Presented, passed, approved and recorded this 5<sup>th</sup> day of July, 2022.

Approved:

\_\_\_\_\_  
Patty Gregory, Mayor

[SEAL]

ATTEST:

\_\_\_\_\_  
City Clerk

**ORDINANCE NO. 9062-2022**

**A ZONING ORDINANCE IN RE CASE #25-MAY22-  
Clara B's, LLC**

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

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

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

**Whereas**, a request has been filed for a Special Use permit for a liquor license at 106 E. Main St. (08-22.0-338-047) located in a "C-2" Heavy Commercial District. (Applicable sections of the zoning code: 162.248, 162.515) Ward 6.

**Whereas**, a public hearing was held on June 16, 2022 before the City's Zoning Board of Appeals which has issued its advisory report.

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

**Section 1.** That the request for a Special Use permit for a liquor license at 106 E. Main St. (08-22.0-338-047) located in a "C-2" Heavy Commercial District is hereby granted **in the name of the applicant only**. (Applicable sections of the zoning code: 162.248, 162.515) Ward 6.

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

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

**PASSED** by the City Council of the City of Belleville, Illinois, on this 5<sup>th</sup> day of July, 2022 on the following roll call vote:

	<b><u>AYE</u></b>	<b><u>NAY</u></b>
Joe Hazel	_____	_____
Bryan Whitaker	_____	_____
Carmen Duco	_____	_____
Jamie Eros	_____	_____

Kent Randle \_\_\_\_\_  
Scott Ferguson \_\_\_\_\_  
Johnnie Anthony \_\_\_\_\_  
Raffi Ovian \_\_\_\_\_  
Ed Dintelman \_\_\_\_\_  
Shelly Schaefer \_\_\_\_\_  
Dr. Mary Stiehl \_\_\_\_\_  
Chris Rothweiler \_\_\_\_\_  
Phil Elmore \_\_\_\_\_  
Dennis Weygandt \_\_\_\_\_  
Nora Sullivan \_\_\_\_\_  
Kara Osthoff \_\_\_\_\_

APPROVED by the Mayor of the City of Belleville, Illinois this 6<sup>th</sup> day of July, 2022.

\_\_\_\_\_  
PATTY GREGORY, MAYOR

ATTEST:

\_\_\_\_\_  
JENNIFER GAIN MEYER, CITY CLERK

**ORDINANCE NO. 9063-2022**

**A ZONING ORDINANCE IN RE CASE #25-MAY22-  
Clara B's, LLC**

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

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

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

**Whereas**, a request has been filed for a Special Use permit for outdoor seating/dining at 106 E. Main St. (08-22.0-338-047) located in a "C-2" Heavy Commercial District. (Applicable sections of the zoning code: 162.248, 162.515) Ward 6.

**Whereas**, a public hearing was held on June 16, 2022 before the City's Zoning Board of Appeals which has issued its advisory report.

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

**Section 1.** That the request for a Special Use permit for a outdoor seating/dining at 106 E. Main St. (08-22.0-338-047) located in a "C-2" Heavy Commercial District is hereby granted. (Applicable sections of the zoning code: 162.248, 162.515) Ward 6.

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

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

**PASSED** by the City Council of the City of Belleville, Illinois, on this 5<sup>th</sup> day of July, 2022 on the following roll call vote:

	<b><u>AYE</u></b>	<b><u>NAY</u></b>
Joe Hazel	_____	_____
Bryan Whitaker	_____	_____
Carmen Duco	_____	_____
Jamie Eros	_____	_____

Kent Randle \_\_\_\_\_  
Scott Ferguson \_\_\_\_\_  
Johnnie Anthony \_\_\_\_\_  
Raffi Ovian \_\_\_\_\_  
Ed Dintelman \_\_\_\_\_  
Shelly Schaefer \_\_\_\_\_  
Dr. Mary Stiehl \_\_\_\_\_  
Chris Rothweiler \_\_\_\_\_  
Phil Elmore \_\_\_\_\_  
Dennis Weygandt \_\_\_\_\_  
Nora Sullivan \_\_\_\_\_  
Kara Osthoff \_\_\_\_\_

APPROVED by the Mayor of the City of Belleville, Illinois this 6<sup>th</sup> day of July, 2022.

\_\_\_\_\_  
PATTY GREGORY, MAYOR

ATTEST:

\_\_\_\_\_  
JENNIFER GAIN MEYER, CITY CLERK

**ORDINANCE NO. 9064-2022**

**A ZONING ORDINANCE IN RE CASE #26-MAY22-**  
**Vincenzo Buzzetta / Kurt Mundloch**

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

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

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

**Whereas**, a request has been filed for a Special Use Permit to operate an Air BNB at 609 N. Charles Street (08-22.0-123-031) located in the A-1, Single Family Residential District. (Applicable section of the zoning code: 162.094, 162.515) Ward 2.

**Whereas**, a public hearing was held on June 16, 2022 before the City's Zoning Board of Appeals which has issued its advisory report.

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

**Section 1.** That the request for a Special Use Permit to operate an Air BNB at 609 N. Charles Street (08-22.0-123-031) located in the A-1, Single Family Residential District is hereby granted **in the name of the applicant only**. (Applicable section of the zoning code: 162.094, 162.515) Ward 2.

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

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

**PASSED** by the City Council of the City of Belleville, Illinois, on this 5<sup>th</sup> day of July, 2022 on the following roll call vote:

	<u><b>AYE</b></u>	<u><b>NAY</b></u>
Joe Hazel	_____	_____
Bryan Whitaker	_____	_____
Carmen Duco	_____	_____
Jamie Eros	_____	_____
Kent Randle	_____	_____
Scott Ferguson	_____	_____
Johnnie Anthony	_____	_____
Raffi Ovian	_____	_____
Ed Dintelman	_____	_____
Shelly Schaefer	_____	_____
Dr. Mary Stiehl	_____	_____
Chris Rothweiler	_____	_____
Phil Elmore	_____	_____
Dennis Weygandt	_____	_____
Nora Sullivan	_____	_____
Kara Osthoff	_____	_____

APPROVED by the Mayor of the City of Belleville, Illinois this 6<sup>th</sup> day of July, 2022.

\_\_\_\_\_  
PATTY GREGORY, MAYOR

ATTEST:

\_\_\_\_\_  
JENNIFER GAIN MEYER, CITY CLERK

**ORDINANCE NO. 9065-2022**

**A ZONING ORDINANCE IN RE CASE #27-MAY22-**  
**John B. Haggerty, III**

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

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

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

**Whereas**, a request has been filed for a Use Variance to build a metal shop at 15 South 10<sup>th</sup> Street (08-21.0-336-021, 08-21.0-336-008) located in an "B-1" Multi-Family Residence District (Applicable sections of the zoning code: 162.093, 162.570) Ward 5.

**Whereas**, a public hearing was held on June 16, 2022 before the City's Zoning Board of Appeals which has issued its advisory report.

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

**Section 1.** That the request for a Use Variance to build a metal shop at 15 South 10<sup>th</sup> Street (08-21.0-336-021, 08-21.0-336-008) located in an "B-1" Multi-Family Residence District is hereby approved. (Applicable sections of the zoning code: 162.093, 162.570) Ward 5.

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

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

**PASSED** by the City Council of the City of Belleville, Illinois, on this 5<sup>th</sup> day of July, 2022 on the following roll call vote:

	<b><u>AYE</u></b>	<b><u>NAY</u></b>
Joe Hazel	_____	_____
Bryan Whitaker	_____	_____
Carmen Duco	_____	_____

Jamie Eros	_____	_____
Kent Randle	_____	_____
Scott Ferguson	_____	_____
Johnnie Anthony	_____	_____
Raffi Ovian	_____	_____
Ed Dintelman	_____	_____
Shelly Schaefer	_____	_____
Dr. Mary Stiehl	_____	_____
Chris Rothweiler	_____	_____
Phil Elmore	_____	_____
Dennis Weygandt	_____	_____
Nora Sullivan	_____	_____
Kara Osthoff	_____	_____

APPROVED by the Mayor of the City of Belleville, Illinois this 6<sup>th</sup> day of July, 2022.

\_\_\_\_\_  
PATTY GREGORY, MAYOR

ATTEST:

\_\_\_\_\_  
JENNIFER GAIN MEYER, CITY CLERK

ORDINANCE NO. 9066-2022

A ZONING ORDINANCE IN RE CASE #28-MAY22-  
Storybrook Homes Real Estate, LLC

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

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

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

**Whereas**, a request has been filed for a Special Use Permit to operate an Air BNB at 320 W. F Street (08-21.0-405-024) located in the A-2, Two Family Residential District. (Applicable section of the zoning code: 162.169, 162.515) Ward 2.

**Whereas**, a public hearing was held on June 16, 2022 before the City's Zoning Board of Appeals which has issued its advisory report.

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

**Section 1.** That the request for a Special Use Permit to operate an Air BNB at 320 W. F Street (08-21.0-405-024) located in the A-2, Two Family Residential District is hereby granted **in the name of the applicant only**. (Applicable section of the zoning code: 162.169, 162.515) Ward 2.

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

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

**PASSED** by the City Council of the City of Belleville, Illinois, on this 5<sup>th</sup> day of July, 2022 on the following roll call vote:

	<u><b>AYE</b></u>	<u><b>NAY</b></u>
Joe Hazel	_____	_____
Bryan Whitaker	_____	_____
Carmen Duco	_____	_____
Jamie Eros	_____	_____
Kent Randle	_____	_____
Scott Ferguson	_____	_____
Johnnie Anthony	_____	_____
Raffi Ovian	_____	_____
Ed Dintelman	_____	_____
Shelly Schaefer	_____	_____
Dr. Mary Stiehl	_____	_____
Chris Rothweiler	_____	_____
Phil Elmore	_____	_____
Dennis Weygandt	_____	_____
Nora Sullivan	_____	_____
Kara Osthoff	_____	_____

APPROVED by the Mayor of the City of Belleville, Illinois this 6<sup>th</sup> day of July, 2022.

\_\_\_\_\_  
PATTY GREGORY, MAYOR

ATTEST:

\_\_\_\_\_  
JENNIFER GAIN MEYER, CITY CLERK

**ORDINANCE NO. 9067-2022**

**A ZONING ORDINANCE IN RE CASE #29-MAY22-**  
**The Cornerstone Bistro, LLC**

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

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

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

**Whereas**, a request has been filed for a Special Use permit for outdoor seating/dining at 121 E. Main St. (08-22.0-333-031) located in a "C-2" Heavy Commercial District. (Applicable sections of the zoning code: 162.248, 162.515) Ward 2.

**Whereas**, a public hearing was held on June 16, 2022 before the City's Zoning Board of Appeals which has issued its advisory report.

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

**Section 1.** That the request for a Special Use permit for a outdoor seating/dining at 121 E. Main St. (08-22.0-333-031) located in a "C-2" Heavy Commercial District is hereby granted. (Applicable sections of the zoning code: 162.248, 162.515) Ward 2.

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

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

**PASSED** by the City Council of the City of Belleville, Illinois, on this 5<sup>th</sup> day of July, 2022 on the following roll call vote:

	<b><u>AYE</u></b>	<b><u>NAY</u></b>
Joe Hazel	_____	_____
Bryan Whitaker	_____	_____
Carmen Duco	_____	_____
Jamie Eros	_____	_____

Kent Randle \_\_\_\_\_  
Scott Ferguson \_\_\_\_\_  
Johnnie Anthony \_\_\_\_\_  
Raffi Ovian \_\_\_\_\_  
Ed Dintelman \_\_\_\_\_  
Shelly Schaefer \_\_\_\_\_  
Dr. Mary Stiehl \_\_\_\_\_  
Chris Rothweiler \_\_\_\_\_  
Phil Elmore \_\_\_\_\_  
Dennis Weygandt \_\_\_\_\_  
Nora Sullivan \_\_\_\_\_  
Kara Osthoff \_\_\_\_\_

APPROVED by the Mayor of the City of Belleville, Illinois this 6<sup>th</sup> day of July, 2022.

\_\_\_\_\_  
PATTY GREGORY, MAYOR

ATTEST:

\_\_\_\_\_  
JENNIFER GAIN MEYER, CITY CLERK

**ORDINANCE NO. 9068-2022**

**A ZONING ORDINANCE IN RE CASE #31-MAY22-**  
**Josh Nimmo**

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

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

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

**Whereas**, a request has been filed for a Use Variance to build a fitness facility (gym) at South Illinois Street (Parcel No. 08-34.0-302-026) located in an "A-1" Single-Family Residence District (Applicable sections of the zoning code: 162.093, 162.094, 162.570) Ward 5.

**Whereas**, a public hearing was held on June 16, 2022 before the City's Zoning Board of Appeals which has issued its advisory report.

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

**Section 1.** That the request for a Use Variance to build a fitness facility (gym) at South Illinois Street (Parcel No. 08-34.0-302-026) located in an "A-1" Single-Family Residence District is hereby approved. (Applicable sections of the zoning code: 162.093, 162.094, 162.570) Ward 5.

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

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

**PASSED** by the City Council of the City of Belleville, Illinois, on this 5<sup>th</sup> day of July, 2022 on the following roll call vote:

	<b><u>AYE</u></b>	<b><u>NAY</u></b>
Joe Hazel	_____	_____
Bryan Whitaker	_____	_____
Carmen Duco	_____	_____

Jamie Eros	_____	_____
Kent Randle	_____	_____
Scott Ferguson	_____	_____
Johnnie Anthony	_____	_____
Raffi Ovian	_____	_____
Ed Dintelman	_____	_____
Shelly Schaefer	_____	_____
Dr. Mary Stiehl	_____	_____
Chris Rothweiler	_____	_____
Phil Elmore	_____	_____
Dennis Weygandt	_____	_____
Nora Sullivan	_____	_____
Kara Osthoff	_____	_____

APPROVED by the Mayor of the City of Belleville, Illinois this 6<sup>th</sup> day of July, 2022.

\_\_\_\_\_  
PATTY GREGORY, MAYOR

ATTEST:

\_\_\_\_\_  
JENNIFER GAIN MEYER, CITY CLERK

SYS DATE:06/29/22

CITY OF BELLEVILLE

SYS TIME:11:19

DATE: 07/05/22

C L A I M S H E E T  
Tuesday July 05,2022

[NCS]

PAGE 9

VENDOR #	NAME	DEPT.	AMOUNT
13 MOTOR FUEL TAX FUND			
4757	MORTON SALT, INC	13-00	25,582.66
486	HANK'S EXCAVATING & LANDSCAPING,	13-00	108,858.54
EL001	ELECTRICO, INC.	13-00	1,947.40
KA009	KASKASKIA ENGINEERING GROUP LLC	13-00	7,001.23
	**TOTAL		143,389.83
13 MOTOR FUEL TAX FUND		GRAND TOTAL	143,389.83