



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

**CITY COUNCIL AGENDA  
CITY OF BELLEVILLE, IL  
DECEMBER 5, 2016  
AT 7:00 P.M.**

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

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

**2. ROLL CALL ALDERMEN**

**3. ROLL CALL DEPARTMENT HEADS**

**4. PLEDGE OF ALLEGIANCE**

**5. PUBLIC HEARING**

5-A. Public Hearing for the Shopland Plaza Business District Plan.

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

**7. PRESENTATIONS, RECOGNITIONS & APPOINTMENTS.**

7-A. Mayor Eckert will recognize the character word of the month "EMPATHY" identifying and understanding others; feelings in order to get along better.

7-B. Presentation on Development Agreement Compliance for 2015.

**8. APPROVAL OF MINUTES**

8-A. City Council Meeting - November 21, 2016.

**9. CLAIMS, PAYROLL AND DISBURSEMENTS**

- 9-A. Motion to approve claims and disbursements in the amount of **\$7,870.843.10** and payroll in the amount of **\$881,361.39**.

**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 ECONOMIC DEVELOPMENT & ANNEXATION COMMITTEE**

- 11-A(1). Consider approval of a redevelopment agreement with O'Fallon Hardware, LLC-NP Properties for the redevelopment of Shopland Plaza contingent on approval of Ordinance 7994.

**11-B. MOTIONS FROM ZONING BOARD OF APPEALS:**

- 11-B(1). **39-Nov16 – William Zink/ City of Belleville** – A request to Rezone the property at 1020 Freeburg Avenue (Parcel number: 08-27.0-313-016) from "A-1" Single Family Residence District to "C-2" Heavy Commercial District. (Applicable portion of the Zoning Code: 60-6-1 through 60-6-7 and 60-6-47 through 60-6-52.) Ward 6  
***The Zoning Board recommends APPROVAL (4-0) to Rezone the property.***
- 11-B(2). **40-Nov16 – Torres Corporation** – A request for a Special Use Permit for a liquor license at 4311 West Main Street (Parcel number: 08-18.0-212-029) located in a "C-2" Heavy Commercial Zoning District. (Applicable portion of zoning code: 60-6-50.) Ward 3  
***The Zoning Board recommends APPROVAL (4-0) for the Special Use request with the following stipulation: IN THE NAME OF THE APPLICANT ONLY.***

**12. COMMUNICATIONS**

**13. PETITIONS**

**14. RESOLUTIONS**

**15. ORDINANCES**

**15-A. ORDINANCE NO. 7994-2016**

An Ordinance of the City Council of the City of Belleville, Illinois, adopting the Shopland Plaza Business District Plan; making findings of fact with respect to such area; designating and establishing the Shopland Plaza Business District pursuant to the Business District Development and Redevelopment law; authorizing the imposition and collection of a sales tax within such business district; providing for further authority; establishing an effective date and other related matters.

**15-B. ORDINANCE 7996-2016**

A ZONING ORDINANCE IN RE CASE #39NOV16\_William Zink/City of Belleville.

**15-C. ORDINANCE 7997-2016**

A ZONING ORDINANCE IN RE CASE #40NOV16\_Torres Corporation.

**15-D. ORDINANCE 7998-2016**

AN ORDINANCE AMENDING CHAPTER 75 (TRAFFIC) OF THE REVISED ORDINANCES OF THE CITY OF BELLEVILLE, ILLINOIS AS AMENDED, BY AMENDING PORTIONS OF SECTIONS THEREOF.

**16. UNFINISHED BUSINESS**

**17. MISCELLANEOUS & NEW BUSINESS**

17-A. Motor Fuel Claims in the Amount of **\$31,986.07**.

**18. EXECUTIVE SESSION**

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

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

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

- (a) Members of the public may address the City Council in accordance with Section 2.06(g) of the Illinois Open Meetings Act (5 ILCS 120/2.06(g));
- (b) Public comments are limited to three (3) minutes per speaker;
- (c) The subject of public comments shall be reasonably related to matters(s) identified on the meeting agenda and/or other city business;
- (d) Repetitive public comments should be avoided, to the extent practical, through adoption of prior public comment (e.g. agreeing with prior speaker);
- (e) The following conduct is prohibited during public participation:
  - Acting or appearing in a lewd or disgraceful manner;
  - Using disparaging, obscene or insulting language;
  - Personal attacks impugning character and/or integrity;
  - Intimidation;
  - Disorderly conduct as defined in Section 30-1-2 of this revised code of ordinances.
- (f) Any speaker who engages in such prohibited conduct during public participation shall be called to order by the chair or ruling by the chair if a point of order is made by a sitting alderman.

**CITY OF BELLEVILLE, ILLINOIS  
REGULAR CITY COUNCIL MEETING MINUTES  
COUNCIL CHAMBERS – CITY HALL  
NOVEMBER 21, 2016 – 7:00 PM**

Mayor Mark Eckert called this meeting to order.

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

Mayor Eckert requested City Clerk Dallas B. Cook to call roll. Members present on roll call: City Clerk, Dallas B. Cook, City Treasurer Hardt and City Attorney Hoerner. Aldermen: Joe Hazel, Jane Pusa, Mike Buettner, Kent Randle, Scott Tyler, Johnny Anthony, Raffi Ovian, Phil Silsby, Ed Dintelman, Paul Seibert, Bob White, Trent Galetti, Phil Elmore, Roger Wigginton and Jim Musgrove.

Alderman Ken Kinsella excused.

**ROLL CALL DEPARTMENT HEADS**

Roll Call Department Heads: Fire Chief Pour; Finance Director, Director of Maintenance, Ken Vaughn; Jamie Maitret; City Engineer, Tim Gregowicz; Human Resource Director, Sherry Favre; Director of Library, Leander Spearman; Director of Economic Development, Annissa McCaskill; Health and Housing Director, Bob Sabo; Director of Parks and Recreation, Debbie Belleville.

Department Heads Excused: Police Chief, Bill Clay; Director of Wastewater, Royce Carlisle; and Director of Public Works, Chuck Schaeffer.

**PLEDGE**

Mayor Eckert led the Pledge of Allegiance.

**PUBLIC HEARING**

None.

**PUBLIC PARTICIPATION**

**Michael Hagberg**

Requested to give his opinions regarding the Belleville Township Dissolution. The dissolution of Belleville Township should in no way raise property taxes for the residents. By transferring the function of the township they have eliminated much of the existing overhead. No longer will the township have to pay for rent, utilities, salaries for the supervisor, four trustees, a clerk, a secretary or a bookkeeper. Elimination of these and other expenses should result in a property tax reduction.

The existing clients along with any resident who qualifies for general assistance will continue to receive the allotted monthly assistance. He also recommends that the current level of support for community projects and social programs continue at its current budgeted amount without any reduction.

He likes the task force's idea of standardizing a form requesting community grants. He also likes the idea that grant requests would be discussed in a committee before just appearing buried in an eighty page claim sheets presented before council.

To summarize, using the property tax levy to fund current levels of general assistance along with current levels of community projects and social programs while eliminating duplicate overhead should result in lower property tax levy and overall savings for the citizens of Belleville.

### **Fire Chief, Tom Pour**

Chief Pour stated they had a house fire and it was determined the smoke detectors were not operational i.e. one without a battery and a bracket where there used to be a smoke detector. This could have been tragic and the family could have been lost. Fortunately, the City offers smoke detectors to citizens. The home was littered with candles and one of the candles fell over and started the fire. Chief Pour brought handouts regarding candle safety and holiday safety.

### **Joy Schreiber**

Requested to speak regarding the Township Transition Task Force. There is a little bit that she takes issue with i.e. amount of employees needed. The only item in the town fund is community programs, social programs. Ms. Schreiber referred to Mr. Hagberg's comments on a grants process and she recalls Mr. Schneider stating the City already uses a grant system. This would literally take 5 hours a weeks at most to process the grants. A current city worker would have time to handle this task. A new employee would need to be brought into the city with regards to general assistance.

With respect to community development a current employee could handle with a raise for the extra duties i.e. a department head with a raise of \$5,000 which is equal to what two trustees currently make.

By reaching out to Evanston Township which has dissolved was a good idea; however, her issue is that Evanston thought they were wrong to decrease the levy and they never looked at the audits or treasurer reports. There is enough money to fund for a year and one-half without a levy. She would not recommend not doing a levy but would recommend not raising the levy.

### **Lovell Lewis**

Greater Greats Missionary Baptist Church is trying to secure a property for their worship service. Mr. Lovell is requesting the council's vote to operate a church at 631 Mascoutah Avenue. The group consists of ten people with an average of six on Sunday mornings. The facility at 631 Mascoutah Avenue would allow them to transition from a temporary location to a permanent location.

The Constitution of the State of Illinois Section 3 states religious freedom. Free exercise and enjoyment of religion and worship without discrimination.

Also, the United States Department of Civil Rights Division protects religious organizational freedom. Protecting them from unduly burdensome and discriminatory land use of regulations. The law was passed unanimously by Congress in 2000.

**Stewart Lannert**

First, he is disappointed with how the City of Belleville and St. Clair County run their government. The police department is rattled around in an old building. Because the Bank of Belleville decided they did not want the building anymore so they put political pressure on Belleville to purchase it so a new bank could be built.

Calhoun Park was one million dollars for \$150,000 piece of land. Bel-Aire Bowl, furniture building in Edgmont, the beer hall will fail if it ever gets built. Crooked voting in Belleville and E. St. Louis. That is one of the reasons he does not say the pledge of allegiance during council meetings.

**Rev. Rob Dyer**

Spoke regarding the Township Transitional Taskforce. He feels that a lot of the services that the township levy is going to enable and has enabled the types of things the people of God should take care of and this has failed and quite frankly need help. They need the resources leveraged because they cannot do it all on their own. There is a growing need in Belleville and they see it on the front lines. Volunteerism is on the rise; however, the need is needed. He encourages the city's commitment to put together funding resources so the issues can be addressed.

**PRESENTATIONS, RECOGNITIONS & APPOINTMENTS**

Mayor Eckert read a proclamation in honor of Small Business Saturday.

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Lynn Clapp gave an update regarding the Human Relations Commission.

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Mayor Eckert recommended the appointment of Sarah Sowell to serve a 3 year term on the Human Relations Commission and OF Terrion Kirkwood to serve a 2 year term on the Human Relations Commission.

Alderman Seibert made a motion seconded by Alderman Buettner to approve the appointment of Sarah Sowell to serve a 3 year term on the Human Relations Commission and OF Terrion Kirkwood to serve a 2 year term on the Human Relations Commission.

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

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Bill Kreeb gave a presentation on behalf of the Township Transition Task Force.

### **APPROVAL OF MINUTES**

Alderman Elmore made a motion seconded by Alderman Wigginton to accept and file the minutes of City Council November 7, 2016.

All members voted aye.

### **CLAIMS, PAYROLL, AND DISBURSEMENTS**

Alderman Seibert made a motion seconded by Alderman Galetti to approve claims and disbursements in the amount of **\$2,451,263.66** and payroll in the amount of **\$834,418.73**.

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

### **REPORTS**

Alderman Anthony made a motion seconded by Alderman Ovian to accept and file the Treasurer Report–October 2016 and Statement of Cash and Investments Report–October 2016.

All members voted aye.

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Alderman Silsby made a motion seconded by Alderman Hazel to receive the recommendations of the Township Transition Task Force.

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

### **ORAL REPORTS**

#### **ZONING BOARD OF APPEALS**

Alderman Dintelman made a motion seconded by Alderman Silsby to approve **35-OCT16 - JACQUELINE MITCHELL** - A request for a Use Variance in order to operate a child daycare as a Home Occupation at 1302 State Street Road (Parcel number: 08-28.0-410-021) located in an "A-1" Single Family Residence Zoning District. (Applicable portion of zoning code: 60-6-4, 60-7-5.) Ward 5.

*The Zoning Board recommends APPROVAL (5-1) for the Use variance with the following stipulations:*

(1.) Prior to receiving a Certificate of Business Occupancy from the City, the Petitioner must provide a copy of her State License to operate a day care center. (2.) Any restrictions to said licensure will automatically be conditions of approval of the variance. Loss of State License will result in rescinding of the Certificate of Business Occupancy. (3.) Limitation of play activities by clients to the grassed area in the rear and East side lot of the property and fencing of said area to promote safety due to the proximity to both a low-to-moderate capacity road and Stolberg Lake. (4.) With a maximum of eight (8) children present at a time on the property.

*Discussion...*

Alderman Silsby has concerns with the hours of 6:00 am to 10:00 pm in a residential area. Annissa McCaskill, Director of Economic Development, stated there was a concern at the meeting regarding the area and there were no specifications regarding the fence and play area.

Alderman Ovian requested the proper insurance be provided to the city for review.

Marie Warner stated she is a current daycare provider and to actually be issued a license through DCFS you must prove you have \$300,000 liability coverage.

Alderman Silsby asked how many workers will be staffed; Ms. Mitchell stated herself and two staff.

Alderman Tyler asked if the daycare will be open without the fencing; Mayor Eckert stated the fencing will be in place before the business occupancy is issued.

Alderman Buettner asked if there is any opposition from the neighbors; Ms. McCaskill stated she encouraged representative from the neighborhood association to contact her if there are any issues.

Alderman Elmore asked if the State of Illinois requires special liability; inaudible.

Members voting aye on roll call: Hazel, Pusa, Randle, Tyler, Anthony, Silsby, Dintelman, Seibert, White, Galetti, Elmore, Wigginton and Musgrove. (13)

Members voting nay on roll call: Buettner, Ovian. (2)

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*Mtn 1- fails*

Alderman Seibert made a motion seconded by Alderman White to deny **36-OCT16 - LOVELL LEWIS** - A request for a Use variance in order to operate a church at 631 Mascoutah Ave. (Parcel: 08-27.0-211-029) located in an "A-1" Single Family Residence Zoning District. (Applicable portion of zoning code: 60-6-4, 60-12-24 .) Ward 6

*The Zoning Board recommends DENIAL (4-2) for the Use variance.*

*Discussion...*

Alderman Elmore asked why did the Zoning Board vote 4-2 to deny; Annissa McCaskill, Director of Economic Development, stated parking capacity. There was concern using off street parking if the congregation grows. Ms. McCaskill stated the facility was previously used as a commercial structure i.e. gym, yoga studio, tavern. This is not set up for residential use.

Alderman Anthony stated his finds this unusual that the zoning board voted against an entity that has stated the amount of parking they need. He is sure a tavern could not have existed there with ten parking spaces.

Alderman Hazel asked how many parking spaces does the lot currently have; Ms. McCaskill stated eleven.

Alderman Wigginton asked where are services currently held; Mr. Lewis stated E. St. Louis.

Alderman Randle asked if the building has been inspected; Ms. McCaskill advised no; however, the fire department is prepared to inspect. Mr. Lewis stated the church had the building inspected and paid \$500.

Alderman Oviaan asked what will the church do with the property if they out grow; Mr. Lewis stated they will use as a conference/office building or possibly help another start up church.

Alderman Wigginton stated he is surprised the zoning board denied the request because of his tenure on the zoning board they approved such request i.e. no evening services, strictly Sunday services.

Members voting aye on roll call: Pusa, Buettner, Oviaan, Dintelman, Seibert, White and Musgrove. (7)

Members voting nay on roll call: Hazel, Randle, Tyler, Anthony, Silsby, Galetti, Elmore, Wigginton and Mayor Eckert. (9)

*Mtn 2-passes*

Alderman Galetti made a motion seconded by Alderman Anthony to postpone to no later than the second January meeting **36-OCT16 - LOVELL LEWIS** - A request for a Use variance in order to operate a church at 631 Mascoutah Ave. (Parcel: 08-27.0-211-029) located in an "A-1" Single Family Residence Zoning District. (Applicable portion of zoning code: 60-6-4, 60-12-24.) Ward 6

*The Zoning Board recommends DENIAL (4-2) for the Use variance.*

All members voted aye.

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Alderman Seibert made a motion seconded by Alderman White to approve **37-OCT16 - TIM MEEKS** - A request for a Sign Installation permit in the Area of Special Control in order to place two vinyl window graphics and one flush mounted metal sign at 18 East Main St. (Parcel: 08-21.0-445-013) located in a "C-2" Heavy Commercial Zoning District. (Applicable portion of the zoning code: 53-4-1 and 53-4-8.) Ward 6

**The Zoning Board recommends APPROVAL (6-0) for the request of Sign Installation in the Area of Special Control**

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

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Alderman Seibert made a motion seconded by Alderman White to approve **38-OCT16 - PAUL COLVIN** - A request for a Special Use Permit in order to operate a storage and workplace facility at 12 S. 12th St. (Parcel: 08-27.0-320-001, 002) located in a "C-2" Heavy Commercial Zoning District. (Applicable portion of zoning code: 60-6-49, 60-6-50.) Ward 6.

**The Zoning Board recommends APPROVAL (6-0) for the Special Use request with the following stipulations:**

- (1.) Proper utilities should be put in place and subject to inspection prior to occupying the space.
- (2.) Since this use is more closely related to that of an industrial park, we recommend that they follow the requirement that all storage be contained within the structure. Whenever temporary, open storage of any type of material, goods, equipment or supplies is necessary, such open storage shall be contained within a fenced area at least six (6) feet in height, and so constructed to prevent the storage items from being seen from any public road.

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

### **STREETS AND GRADES COMMITTEE**

Alderman Seibert made a motion seconded by Alderman Anthony to approve Baxmeyer Construction in the amount of \$531,335.19 for the Dutch Hollow Bridge. (CDBG)

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

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Alderman Seibert made a motion seconded by Alderman Dintelman to approve Hank's Excavating in the amount of \$38,901.00 for Lakeshore Drive. (TIF 3)

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

### **MASTER SEWER COMMITTEE**

Alderman Dintelman made a motion seconded by Alderman White to approve Change Order #2, from Haier Plumbing in the amount of \$36,150.00, for the LTCP Phase 3 Water Line Extension project.

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

### **FINANCE COMMITTEE**

Alderman Silsby made a motion seconded by Alderman Seibert to approve renewal of Worker's Compensation and Property and Casualty Insurance with ICRMT.

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

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Alderman Silsby made a motion seconded by Alderman Seibert to approve Change Order #4 with Impact Strategies for the Police Department Project.

*Discussion....*

Inaudible...what was the amount change order for; Director of Maintenance, Ken Vaughn, stated \$303,600.00.

Members voting aye on roll call: Hazel, Pusa, Randle, Tyler, Anthony, Ovian, Silsby, Dintelman, Seibert, White, Galetti, Elmore, Wigginton and Musgrove. (14)

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

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Alderman Silsby made a motion seconded by Alderman Seibert to approve the low bid of \$27,100 from Geissler Roofing for 407 E. Lincoln Roof Replacement. (General Fund)

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

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Alderman Silsby made a motion seconded by Alderman Seibert to approve selling portion of parking lot at North 3<sup>rd</sup> and West Main to Tisch Monuments for \$10,000.

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

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Alderman Silsby made a motion seconded by Alderman Seibert to approve low bid of \$455,122 from Banner Fire Equipment for new fire truck.

*Discussion...*

Mayor Eckert confirmed the payments will not start until next fiscal year.

Members voting aye on roll call: Hazel, Pusa, Buettner, Randle, Anthony, Ovian, Silsby, Dintelman, Seibert, White, Galetti, Elmore, Wigginton and Musgrove. (14)

Member abstaining on roll call: Tyler. (1)

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Alderman Silsby made a motion seconded by Alderman Seibert to approve the budget amendments as recommended by the Finance Director.

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

### **TRAFFIC COMMITTEE**

Alderman White made a motion seconded by Alderman Pusa to create a 4-way stop at North 9th Street and West 'E' Street. (currently a stop on North 9th)

All members voted aye.

### **ADMINISTRATION**

Alderman Silsby made a motion seconded by Alderman Pusa to approve the Folio & Internet Cost Agreement with American Legal Publishing.

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

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Alderman Hazel made a motion seconded by Alderman Pusa to approve increasing the salary of the Human Resources/Risk Management/Community Development Assistant from \$47,204 to \$48,000, effective December 1, 2016. The salary adjustment provides for the Department of Labor's changes to the minimum threshold for exempt administrative salaries.

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

### **COMMUNICATIONS**

Communication from Home Builders Association of Greater Southwest Illinois requesting permission to display their banner at the Belle Clair Fairgrounds. Event date: March 3-5, 2017.

All members voted aye.

**PETITIONS**

None.

**RESOLUTIONS**

Alderman Silsby made a motion seconded by Alderman Galetti to read by title only Resolution 3285 and 3286.

All members voted aye.

Alderman Silsby made a motion seconded by Alderman Pusa to approve the below resolutions:

**RESOLUTION 3285-2016**

A resolution amending the annual budget of the City of Belleville, Illinois for this fiscal year beginning on the first day of May 2016, and ending on the 30th day of April, 2017.

**RESOLUTION 3286-2016**

A resolution amending the annual budget of the City of Belleville, Illinois for this fiscal year beginning on the first day of May 2016, and ending on the 30th day of April, 2017.

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

**ORDINANCES**

Alderman Silsby made a motion seconded by Alderman Seibert to read by title only Ordinance 7991-2016, 7992-2016, 7993-2016 and 7995-2016.

All members voted aye.

Alderman Wigginton made a motion seconded by Alderman Galetti to approve the below ordinances:

**ORDINANCE NO. 7991-2016**

A ZONING ORDINANCE IN RE CASE #35OCT16 Jacqueline Mitchell.

**ORDINANCE NO. 7992-2016**

A ZONING ORDINANCE IN RE CASE #37OCT16 Tim Meeks.

**ORDINANCE NO. 7993-2016**

A ZONING ORDINANCE IN RE CASE #38OCT16 Paul Colvin.

**ORDINANCE NO. 7995-2016**

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

Members voting aye on roll call: Hazel, Pusa, Buettner, Randle, Tyler, Anthony, Silsby, Dintelman, Seibert, White, Galetti, Elmore, Wigginton and Musgrove. (14)

Member voting nay on roll call: Ovian. (1)

**UNFINISHED BUSINESS**

Alderman Buettner asked if there was an announcement regarding hotel at the Shrine development; Mayor Eckert stated there was an announcement at the Shrine. Alderman Buettner asked if there is a franchise agreement in place; Mayor Eckert stated there is a group that came forward with 30 million dollars; therefore, the money is in place for financing. Alderman Buettner asked if there is anything in writing for the hotel; Mayor Eckert stated he did not have the document; however, he has had numerous conversations with them.

Alderman Buettner asked the status of the convenience store; Mayor Eckert stated he and City Attorney Hoerner have a meeting after Thanksgiving with the owners.

Alderman Buettner asked for an update regarding the project on Frank Scott Parkway; Mayor Eckert stated he has not broken ground yet; however, the sewers have not been completed and they are ahead of schedule. This project will move forward in spring.

**MISCELLANEOUS & NEW BUSINESS**

Alderman Seibert made a motion seconded by Alderman White to approve the Motor Fuel Claims in the Amount of **\$8,180.70**.

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

**EXECUTIVE SESSION**

Alderman Elmore made a motion seconded by Alderman Randle to go into executive session to discuss personnel, litigation, workers' compensation, property acquisition, transfer of property, Collective Bargaining (5 ILCS 120/2(c)(2)).

All members voted aye.

Entered executive session at 8:20 p.m.

Resumed from Executive Session at 8:30 p.m.

Alderman Wigginton made a motion seconded by Alderman Galetti to approve the Memorandum of Understanding with Teamsters Local 50.

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

### **ADJOURNMENT**

Alderman Galetti made a motion seconded by Alderman Ovian to adjourn at 8:32 pm.

All members voted aye.

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Dallas B. Cook, City Clerk

**CITY OF BELLEVILLE PAYMENT SUMMARY  
COUNCIL MEETING - DECEMBER 5, 2016**

**GENERAL FUND**

00 - Revenue	\$12,668.85
50 - Administration	\$334,902.46
51 - Police	\$132,524.66
52 - Fire	\$83,626.87
53 - Streets	\$28,331.50
54 - Parks	\$16,112.58
55 - Cemetery	\$2,192.39
56 - Hlth/Sanitation	\$45,325.02
60 - Legal	\$5.75
61 - Health & Housing	\$12,795.05
62 - Economic Planning & Dev	\$4,738.43
82 - Mayor	\$3,734.29
83 - Finance	\$3,410.20
84 - Human Resources	\$1,751.78
85 - Clerk	\$3,866.87
86 - Treasurer	\$3,671.40
87 - Maintenance	\$11,642.29
88 - Engineering	\$3,366.23
<b>GF TOTAL</b>	<u>\$704,666.62</u>

**SEWER OPERATIONS**

75 - Collections	\$26,013.68
77 - Lines	\$18,638.49
78 - Plant	\$108,464.19
<b>SEWER TOTAL</b>	<u>\$153,116.36</u>

03 - Insurance Fund	\$360,008.19
04 - Library	\$23,374.99
07 - Park/Rec	\$10,532.13
13 - Motor Fuel Tax Fund	\$33,015.57
14 - Fountain Fund	\$125.17
15 - Tort Liability Fund	\$3,159.00
24 - Sewer Const.	\$3,155,120.89
25 - Sewer Bond & Interest	\$845,212.45
30 - SSA	\$10,594.53
38 - TIF 3	\$167,379.52
44 - Belleville Illinois Tourism	\$1,673.69
45 - 2015 PD Proj. Construction Fund	\$303,439.50
46 - 2015 PD Proj Debt Service Fund	\$441,631.25
50 - TIF 8 Downtown South	\$37,849.33
60 - SSA Bond I&S	\$79,114.37
64 - 2011 TIF BOND I & S	\$126,900.00
66 - 2014 PD Proj Debt Service Fund	\$511,075.00
67 - 2005 Bond Fund I&S	\$901,191.25
75 - TIF 17 E Main Street	\$1,663.29

**ALL FUNDS TOTAL** \$7,870,843.10

SYS DATE: 11/18/16

CITY OF BELLEVILLE  
VENDOR INVOICE REGISTER  
REGISTER # 141  
Friday November 18, 2016

SYS TIME: 09:46  
[NR1WIN]  
[G/L DATE: 11/18/16]  
PAGE 1

TERM DATE: 11/18/16

INVOICE #	VEND #	NAME	REFERENCE	TR CODE	TR DATE	DATE DUE	AMOUNT
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111716GBCONTEST	1199	BELLEVILLE, DEBBIE		BI	11/18/16	11/18/16	4450.00
		PRINTED CHECK # 121050	ON 11/18/16	PAID:	4450.00		

SEQ	G/L ACCT	DESCRIPTION	DEBIT	CREDIT	PROJECT #
2	07-00-38300		4450.00		
M	01-00-11100	MANUAL POSTING		4450.00	
			-----	-----	
			4450.00	4450.00	

TOTAL NUMBER OF TRANSACTIONS: 1

TOTAL AMOUNT DUE ..... 4450.00

TOTAL DEBITS ..... 4450.00

TOTAL CREDITS .... 4450.00

TOTAL OPEN INVOICE AMOUNT ... .00

TOTAL MANUAL CHECK AMOUNT ... .00

TOTAL PRINTED CHECK AMOUNT .. 4450.00

VENDOR #	NAME	DEPT.	AMOUNT
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21 SEWER OPERATION & MAINTENANCE

SEWER COLLECTION

1168	BELLEVILLE EAGLE REALTY	21-75	72.33
AA006	A & E MIDWEST INVESTMENTS	21-75	28.48
AB016	ABSHER, DON	21-75	27.73
BE036	BENCHMARK TITLE CO LLC	21-75	126.79
BE151	BERGKOETTER, BART	21-75	33.88
BI050	BINGHEIM, RONALD	21-75	775.00
BU076	BUSS, JASON	21-75	8.98
CN002	CNR CONSTRUCTION	21-75	31.59
CO121	CONCEPT REAL ESTATE	21-75	28.24
CO158	COLLINS, KENNETH	21-75	36.47
FI009	FIRST ALLIANCE REAL ESTATE	21-75	15.64
FI047	FIRST COUNTY BANK	21-75	26.10
HA155	HAYES, STEPHANIE	21-75	56.71
HU067	HUSMANN, LEAH	21-75	26.10
JA017	JACOB, SCOTT	21-75	54.55
KI024	KIRBY HOLDING GROUP LLC	21-75	21.10
KN003	KNIIEPKAMP, KEITH	21-75	46.04
KU011	KUNKEMUELLER, ANDREW	21-75	11.77
ME028	METRO INVESTMENTS	21-75	50.49
PR060	PRY, RICHARD	21-75	63.00
PR061	PRATT, TIM	21-75	29.85
RE035	RESIDE HERE	21-75	8.23
RS002	RS MANAGEMENT	21-75	54.11
SA069	S & J OF WATERLOO PROPERTIES	21-75	18.00
ST180	STACKER, TEDRA	21-75	80.89
TA035	TAVARES, SHANE	21-75	3.11
WE072	WESTFIELD IL/TX LLC	21-75	11.38
WE073	WEBB, JAMES	21-75	26.10
WH050	WHITE, TAMARA	21-75	270.55

\*\*TOTAL SEWER COLLECTION 2,043.21

21 SEWER OPERATION & MAINTENANCE GRAND TOTAL 2,043.21

GRAND TOTAL FOR ALL FUNDS: 2,043.21

TOTAL FOR REGULAR CHECKS: 2,043.21

=====

A/P MANUAL CHECK POSTING LIST  
POSTINGS FROM ALL CHECK REGISTRATION RUNS(NR) SINCE LAST CHECK VOUCHER RUN(NCR)

=====

VENDOR #	NAME	DEPT.	AMOUNT
13	MOTOR FUEL TAX FUND		
486	HANK'S EXCAVATING & LANDSCAPING,	13-00	1,029.50
	**TOTAL		1,029.50
	13 MOTOR FUEL TAX FUND	GRAND TOTAL	1,029.50

=====

A/P MANUAL CHECK POSTING LIST  
 POSTINGS FROM ALL CHECK REGISTRATION RUNS(NR) SINCE LAST CHECK VOUCHER RUN(NCR)

=====

VENDOR #	NAME	DEPT.	AMOUNT
21	SEWER OPERATION & MAINTENANCE		
	SEWER PLANT		
486	HANK'S EXCAVATING & LANDSCAPING, 21-78		100.00
	**TOTAL SEWER PLANT		----- 100.00
	21 SEWER OPERATION & MAINTENANCE	GRAND TOTAL	100.00

=====  
A/P MANUAL CHECK POSTING LIST  
POSTINGS FROM ALL CHECK REGISTRATION RUNS(NR) SINCE LAST CHECK VOUCHER RUN(NCR)  
=====

VENDOR #	NAME	DEPT.	AMOUNT
24 SEWER CONSTRUCTION FUND			
486	HANK'S EXCAVATING & LANDSCAPING,	24-00	233,893.75
HA015	HAIER PLUMBING & HEATING, INC.	24-00	1,455,145.88
	**TOTAL		1,689,039.63

24 SEWER CONSTRUCTION FUND                      GRAND TOTAL1,689,039.63

=====

A/P MANUAL CHECK POSTING LIST  
POSTINGS FROM ALL CHECK REGISTRATION RUNS(NR) SINCE LAST CHECK VOUCHER RUN(NCR)

=====

VENDOR #	NAME	DEPT.	AMOUNT
38	TIF 3 (CITY OF BELLEVILLE)		
486	HANK'S EXCAVATING & LANDSCAPING,	38-00	115,662.99
	**TOTAL		115,662.99
	38 TIF 3 (CITY OF BELLEVILLE)	GRAND TOTAL	115,662.99

=====
A/P MANUAL CHECK POSTING LIST
POSTINGS FROM ALL CHECK REGISTRATION RUNS(NR) SINCE LAST CHECK VOUCHER RUN(NCR)
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Table with 4 columns: VENDOR #, NAME, DEPT., AMOUNT. Rows include vendor 486 for HANK'S EXCAVATING & LANDSCAPING, a \*\*TOTAL row, and summary rows for 50 TIF 8 (DOWNTOWN SOUTH) and GRAND TOTAL FOR ALL FUNDS--MANUAL CHECKS: 1,807,143.87.

VENDOR #	NAME	DEPT.	AMOUNT
01 GENERAL FUND			
AZ002	AZAVAR AUDIT SOLUTIONS	01-00	12,343.08
CR056	CR HOLLAND PROPERTY MANAGEMENT	01-00	120.00
FR045	FRERKING, SANDRA	01-00	25.00
LA082	LATINETTE, KATHRYN & WALTER	01-00	25.00
PE023	PETSMART	01-00	155.77
	**TOTAL		12,668.85
ADMINISTRATION			
1183	FIRE APPLIANCE, INC	01-50	79.50
2102	AMEREN ILLINOIS	01-50	67,158.46
2741	SISTER CITIES INTERNATIONAL	01-50	590.00
4902	AT & T	01-50	169.89
551	ILLINOIS AMERICAN WATER	01-50	1,071.94
7717	BELLEVILLE MAIN STREET, INC.	01-50	126.00
805	U.S. POSTAL SERVICE	01-50	470.00
AD022	ADVANTICA	01-50	725.02
AM039	AMALGAMATED BANK OF CHICAGO	01-50	13,102.65
AT010	AT & T LONG DISTANCE	01-50	46.30
CH030	CHARTER COMMUNICATIONS	01-50	283.12
CI008	CITY OF BELLEVILLE	01-50	39,333.19
DE064	ADVANTICA	01-50	116.46
ES002	ADVANTICA	01-50	5,093.58
RE058	REGIONS BANK	01-50	465.85
ST162	STANDARD INSURANCE CO	01-50	511.55
TE010	TEPFER CONSULTING GROUP LTD	01-50	4,800.00
UM003	UMB BANK, NA	01-50	192,897.40
WI097	WINDSTREAM COMMUNICATIONS	01-50	7,861.55
	**TOTAL ADMINISTRATION		334,902.46
POLICE DEPARTMENT			
159	AUFFENBERG FORD LINCOLN MERCURY	01-51	933.64
1728	HEROS IN STYLE	01-51	341.87
3430	FIRESTONE CAR CENTER	01-51	119.98
3728	DOBBS AUTO CENTERS, INC.	01-51	255.38
3916	VOGT OIL CO., INC.	01-51	1,352.61
402	EGYPTIAN STATIONERS, INC.	01-51	397.72
4902	AT & T	01-51	864.94
657	LEON UNIFORM COMPANY, INC.	01-51	906.78
6880	ST CLAIR COUNTY TREASURER	01-51	33.74
7103	WAL-MART	01-51	7.78
7302	THOMSON REUTERS - WEST	01-51	160.78
8092	DA-COM CORPORATION	01-51	192.06
926	SECRETARY OF STATE	01-51	202.00
AD022	ADVANTICA	01-51	1,057.24
AN022	ANDERSON, PAUL	01-51	136.74
CH030	CHARTER COMMUNICATIONS	01-51	305.60
CI008	CITY OF BELLEVILLE	01-51	101,402.92
CO051	CONTEMPORARY LIFE SAVING TRAINING	01-51	260.00

VENDOR #	NAME	DEPT.	AMOUNT
01 GENERAL FUND			
POLICE DEPARTMENT			
ES002	ADVANTICA	01-51	7,436.61
FA002	FASTENAL COMPANY	01-51	9.92
FA026	FACTORY MOTOR PARTS CO	01-51	459.24
HA070	HACKLEMAN, AARON	01-51	62.58
IL008	COMMUNICATIONS REVOLVING FUND	01-51	4,105.79
JE011	JENSEN, JEFF	01-51	79.09
KI021	KIESLER'S POLICE SUPPLY, INC	01-51	3,857.00
KO015	KOCH, PHIL	01-51	71.63
OF004	OFFICE DEPOT	01-51	134.39
OL008	OLIVER C JOSEPH GMC	01-51	1,111.21
OR001	O'REILLY AUTO PARTS	01-51	48.95
RE058	REGIONS BANK	01-51	1,146.76
SA045	SAFARILAND, LLC	01-51	44.22
SC053	SCOTT EVENT CENTER	01-51	30.00
ST162	STANDARD INSURANCE CO	01-51	586.50
TI027	TIBURON, INC	01-51	4,317.00
VA035	VAN'S YAMAHA/POLARIS	01-51	91.99
**TOTAL POLICE DEPARTMENT			132,524.66
FIRE DEPARTMENT			
1117	WEISSENBORN BOAT & LAWN EQUIPMENT	01-52	144.12
1728	HEROS IN STYLE	01-52	362.86
182	BANNER FIRE EQUIPMENT INC	01-52	637.77
3445	DAVE SCHMIDT TRUCK SERVICE	01-52	921.38
3916	VOGT OIL CO., INC.	01-52	151.94
4902	AT & T	01-52	165.69
515	HOME-BRITE ACE HARDWARE	01-52	24.49
7103	WAL-MART	01-52	148.05
726	CLEAN UNIFORM COMPANY	01-52	191.43
AD022	ADVANTICA	01-52	762.22
CI008	CITY OF BELLEVILLE	01-52	69,553.90
CO051	CONTEMPORARY LIFE SAVING TRAINING	01-52	197.70
EA019	EACHUS, JOHN	01-52	222.60
ES002	ADVANTICA	01-52	5,363.89
HA007	HAWTHORN SUITES BY WYNDHAM	01-52	2,653.90
KA017	KATES, JOSHUA	01-52	131.69
OF004	OFFICE DEPOT	01-52	16.90
SC053	SCOTT EVENT CENTER	01-52	30.00
SE034	SENTINEL EMERGENCY SOLUTIONS	01-52	1,288.63
ST162	STANDARD INSURANCE CO	01-52	379.50
TI027	TIBURON, INC	01-52	128.00
UN000	UNVERZAGT, JASON	01-52	150.21
**TOTAL FIRE DEPARTMENT			83,626.87
STREETS			
272	BUSTER'S TIRE MART	01-53	272.72
3445	DAVE SCHMIDT TRUCK SERVICE	01-53	789.28

VENDOR #	NAME	DEPT.	AMOUNT
01 GENERAL FUND			
STREETS			
3916	VOGT OIL CO., INC.	01-53	44.08
413	ERB TURF EQUIPMENT, INC.	01-53	471.15
503	HEISLER, TIM	01-53	150.00
515	HOME-BRITE ACE HARDWARE	01-53	93.67
926	SECRETARY OF STATE	01-53	198.00
AD022	ADVANTICA	01-53	216.07
CH030	CHARTER COMMUNICATIONS	01-53	142.29
CI008	CITY OF BELLEVILLE	01-53	21,622.41
ES002	ADVANTICA	01-53	1,547.34
FA002	FASTENAL COMPANY	01-53	15.90
NA028	NATION & FLETCHER, INC.	01-53	270.00
OR001	O'REILLY AUTO PARTS	01-53	22.93
PL000	PLAZA AUTO PARTS	01-53	528.18
ST162	STANDARD INSURANCE CO	01-53	115.00
WA066	WARNING LITES OF SOUTHERN ILLINOIS	01-53	942.48
WR009	THE WRIGHT DOOR CO	01-53	890.00
**TOTAL STREETS			28,331.50
PARKS DEPARTMENT			
1324	BELLEVILLE FENCE CO.	01-54	175.00
2102	AMEREN ILLINOIS	01-54	6,251.86
2192	SHERWIN - WILLIAMS CO.	01-54	47.37
2384	HOMETOWN ACE HARDWARE	01-54	9.98
385	DON'S HARDWARE, INC.	01-54	21.44
4902	AT & T	01-54	173.97
515	HOME-BRITE ACE HARDWARE	01-54	110.42
551	ILLINOIS AMERICAN WATER	01-54	576.88
7678	SHILOH VALLEY EQUIPMENT CO	01-54	102.38
AD022	ADVANTICA	01-54	73.58
AM040	AMERI-CAN PORTABLES	01-54	180.00
CH030	CHARTER COMMUNICATIONS	01-54	111.50
CI008	CITY OF BELLEVILLE	01-54	6,182.76
ES002	ADVANTICA	01-54	514.89
GO005	GOODALL TRUCK TESTING	01-54	66.00
IL075	ILLINOIS OFFICE OF STATE FIRE MAR	01-54	70.00
MU029	MULLETT, SCOTT W	01-54	150.00
OR001	O'REILLY AUTO PARTS	01-54	89.93
PL000	PLAZA AUTO PARTS	01-54	151.81
RE058	REGIONS BANK	01-54	816.48
ST162	STANDARD INSURANCE CO	01-54	40.25
TE006	TECH ELECTRONICS	01-54	85.00
UN027	UNIFIRST CORPORATION	01-54	111.08
**TOTAL PARKS DEPARTMENT			16,112.58
CEMETERY DEPARTMENT			
707	MIDWESTERN PROPANE GAS CO	01-55	380.20
AD022	ADVANTICA	01-55	16.07

VENDOR #	NAME	DEPT.	AMOUNT
01 GENERAL FUND			
CEMETERY DEPARTMENT			
CI008	CITY OF BELLEVILLE	01-55	1,126.60
ES002	ADVANTICA	01-55	116.46
OL008	OLIVER C JOSEPH GMC	01-55	439.75
PL000	PLAZA AUTO PARTS	01-55	101.81
ST162	STANDARD INSURANCE CO	01-55	11.50
**TOTAL CEMETERY DEPARTMENT			2,192.39
HEALTH & SANITATION			
1316	DOWNING SALES & SERVICE, INC	01-56	4,188.90
3445	DAVE SCHMIDT TRUCK SERVICE	01-56	16,763.60
3916	VOGT OIL CO., INC.	01-56	3,181.59
402	EGYPTIAN STATIONERS, INC.	01-56	68.60
515	HOME-BRITE ACE HARDWARE	01-56	195.77
AD002	ADVANCE AUTO PARTS	01-56	146.99
AD022	ADVANTICA	01-56	179.23
AR002	ARROW TERMINAL LLC	01-56	657.02
CI008	CITY OF BELLEVILLE	01-56	16,247.86
CJ001	C J GOODALL TIRE CO, INC	01-56	43.20
DE006	COOPER COLOR INC	01-56	376.60
DE018	DELTA GASES	01-56	18.50
ES002	ADVANTICA	01-56	1,265.87
G0005	GOODALL TRUCK TESTING	01-56	49.00
RE072	REPUBLIC SERVICES RECYCLING-SOUTH	01-56	1,254.36
ST162	STANDARD INSURANCE CO	01-56	97.75
UN027	UNIFIRST CORPORATION	01-56	527.56
ZU001	ZUEHL, TIM	01-56	62.62
**TOTAL HEALTH & SANITATION			45,325.02
LEGAL DEPARTMENT			
ST162	STANDARD INSURANCE CO	01-60	5.75
**TOTAL LEGAL DEPARTMENT			5.75
HEALTH & HOUSING			
3916	VOGT OIL CO., INC.	01-61	94.54
402	EGYPTIAN STATIONERS, INC.	01-61	462.07
884	ST CLAIR COUNTY RECORDER OF DEEDS	01-61	58.50
AD022	ADVANTICA	01-61	122.35
CI008	CITY OF BELLEVILLE	01-61	11,120.80
ES002	ADVANTICA	01-61	867.79
ST162	STANDARD INSURANCE CO	01-61	69.00
**TOTAL HEALTH & HOUSING			12,795.05
PLANNING & ECONOMIC DEVELOPMENT			
402	EGYPTIAN STATIONERS, INC.	01-62	42.85
7960	SCHAUSTER, ERIC	01-62	50.00

DATE: 12/05/16

VENDOR #	NAME	DEPT.	AMOUNT
01 GENERAL FUND			
PLANNING & ECONOMIC DEVELOPMENT			
AD022	ADVANTICA	01-62	39.38
CI008	CITY OF BELLEVILLE	01-62	4,033.89
ES002	ADVANTICA	01-62	275.31
GR058	GRANT PROFESSIONALS ASSOCIATION	01-62	234.00
RE058	REGIONS BANK	01-62	40.00
ST162	STANDARD INSURANCE CO	01-62	23.00
**TOTAL PLANNING & ECONOMIC DEVELOPMENT			4,738.43
MAYOR			
AD022	ADVANTICA	01-82	40.12
CI008	CITY OF BELLEVILLE	01-82	3,366.26
ES002	ADVANTICA	01-82	280.66
SC053	SCOTT EVENT CENTER	01-82	30.00
ST162	STANDARD INSURANCE CO	01-82	17.25
**TOTAL MAYOR			3,734.29
FINANCE			
402	EGYPTIAN STATIONERS, INC.	01-83	14.55
AD022	ADVANTICA	01-83	32.77
CI008	CITY OF BELLEVILLE	01-83	2,887.33
ES002	ADVANTICA	01-83	233.27
MA079	MAITRET, JAMIE	01-83	179.28
RE058	REGIONS BANK	01-83	40.00
ST162	STANDARD INSURANCE CO	01-83	23.00
**TOTAL FINANCE			3,410.20
HUMAN RESOURCES/COMMUNITY DEV			
402	EGYPTIAN STATIONERS, INC.	01-84	10.81
AD022	ADVANTICA	01-84	21.44
CI008	CITY OF BELLEVILLE	01-84	1,126.60
ES002	ADVANTICA	01-84	150.24
FR042	FREEBURG PRINTING & PUBLISHING, I	01-84	55.00
IN045	INFINITY MEDS LLP	01-84	296.19
RE058	REGIONS BANK	01-84	80.00
ST162	STANDARD INSURANCE CO	01-84	11.50
**TOTAL HUMAN RESOURCES/COMMUNITY DEV			1,751.78
CLERKS			
402	EGYPTIAN STATIONERS, INC.	01-85	21.01
AD022	ADVANTICA	01-85	32.77
CI008	CITY OF BELLEVILLE	01-85	3,556.82
ES002	ADVANTICA	01-85	233.27
ST162	STANDARD INSURANCE CO	01-85	23.00
**TOTAL CLERKS			3,866.87

DATE: 12/05/16

VENDOR #	NAME	DEPT.	AMOUNT
01 GENERAL FUND			
CLERKS			
TREASURER			
AD022	ADVANTICA	01-86	33.45
CI008	CITY OF BELLEVILLE	01-86	2,809.73
ES002	ADVANTICA	01-86	238.01
HA073	HARDT, DEAN	01-86	173.34
OF004	OFFICE DEPOT	01-86	119.76
PO033	POS SUPPLY SOLUTIONS	01-86	279.86
ST162	STANDARD INSURANCE CO	01-86	17.25
**TOTAL TREASURER			3,671.40
MAINTENANCE			
214	BELLEVILLE SUPPLY COMPANY	01-87	406.53
2384	HOMETOWN ACE HARDWARE	01-87	7.11
2752	ILLINOIS SOCIETY OF PROF. ENGINEER	01-87	150.00
3916	VOGT OIL CO., INC.	01-87	96.59
393	DUTCH HOLLOW JANITORIAL SUPPLIES	01-87	439.18
515	HOME-BRITE ACE HARDWARE	01-87	13.80
726	CLEAN UNIFORM COMPANY	01-87	105.80
AD022	ADVANTICA	01-87	78.88
AT019	ATIS ELEVATOR INSPECTIONS, LLC	01-87	405.00
BE056	BEL-O PEST SOLUTIONS	01-87	130.00
CH030	CHARTER COMMUNICATIONS	01-87	157.16
CI008	CITY OF BELLEVILLE	01-87	8,014.32
ES002	ADVANTICA	01-87	551.84
FR014	FROST ELECTRIC SUPPLY CO	01-87	426.53
IL052	ILLINOIS OFFICE OF STATE FIRE MAR	01-87	275.00
ST162	STANDARD INSURANCE CO	01-87	46.00
WE023	WEINLAND REFRIGERATION	01-87	338.55
**TOTAL MAINTENANCE			11,642.29
ENGINEERING			
272	BUSTER'S TIRE MART	01-88	92.70
402	EGYPTIAN STATIONERS, INC.	01-88	125.77
AD022	ADVANTICA	01-88	40.12
CI008	CITY OF BELLEVILLE	01-88	2,809.73
ES002	ADVANTICA	01-88	280.66
ST162	STANDARD INSURANCE CO	01-88	17.25
**TOTAL ENGINEERING			3,366.23
01 GENERAL FUND	GRAND TOTAL		704,666.62

VENDOR #	NAME	DEPT.	AMOUNT
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03 INSURANCE FUND

IN033	IPMG	03-00	287,578.89
LD000	LDI INTEGRATED PHARMACY SERVICES	03-00	72,429.30
	**TOTAL		360,008.19

03 INSURANCE FUND	GRAND TOTAL	360,008.19
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VENDOR #	NAME	DEPT.	AMOUNT
=====			
04	LIBRARY		
2102	AMEREN ILLINOIS	04-00	1,342.93
551	ILLINOIS AMERICAN WATER	04-00	143.28
6122	VERIZON WIRELESS	04-00	3,615.34
AD022	ADVANTICA	04-00	200.14
CI008	CITY OF BELLEVILLE	04-00	13,436.52
ES002	ADVANTICA	04-00	1,440.52
RE058	REGIONS BANK	04-00	1,638.27
ST162	STANDARD INSURANCE CO	04-00	144.40
WI097	WINDSTREAM COMMUNICATIONS	04-00	1,413.59
	**TOTAL		23,374.99
04	LIBRARY	GRAND TOTAL	23,374.99

VENDOR #	NAME	DEPT.	AMOUNT
07 PLAYGROUND AND RECREATION			
7103	WAL-MART	07-00	6.72
8092	DA-COM CORPORATION	07-00	173.66
AD022	ADVANTICA	07-00	49.53
BA090	BARNARD STAMP CO	07-00	50.06
CI008	CITY OF BELLEVILLE	07-00	2,816.50
DA028	DA-COM CORPORATION	07-00	372.31
DE064	ADVANTICA	07-00	37.56
ES002	ADVANTICA	07-00	313.13
KO017	KOKOTOVICH, BEKKI	07-00	16.00
LA073	LANE, FLETCHER	07-00	450.00
MA048	MAILING METHODS INC	07-00	480.68
MC099	MCBRIEN, MICHAEL J	07-00	400.00
PH015	PHILLIPS, CHRISTINE M	07-00	400.00
RE058	REGIONS BANK	07-00	475.08
ST162	STANDARD INSURANCE CO	07-00	40.90
	**TOTAL		6,082.13
07 PLAYGROUND AND RECREATION		GRAND TOTAL	6,082.13

SYS DATE:11/29/16

CITY OF BELLEVILLE  
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VENDOR #	NAME	DEPT.	AMOUNT
=====			
13	MOTOR FUEL TAX FUND		
4757	MORTON SALT, INC	13-00	28,025.63
666	MACLAIR ASPHALT COMPANY	13-00	3,042.39
EL001	ELECTRICO, INC.	13-00	918.05
	**TOTAL		31,986.07
	13 MOTOR FUEL TAX FUND	GRAND TOTAL	31,986.07

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VENDOR #	NAME	DEPT.	AMOUNT
14	FOUNTAIN FUND		
551	ILLINOIS AMERICAN WATER	14-00	125.17
	**TOTAL		----- 125.17
	14 FOUNTAIN FUND	GRAND TOTAL	125.17

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VENDOR #	NAME	DEPT.	AMOUNT
15	TORT LIABILITY FUND		
7185	ILLINOIS COUNTIES RISK MGMT TRUST	15-00	3,159.00
	**TOTAL		3,159.00
	15 TORT LIABILITY FUND	GRAND TOTAL	3,159.00

VENDOR #	NAME	DEPT.	AMOUNT
21 SEWER OPERATION & MAINTENANCE			
SEWER COLLECTION			
890	ST CLAIR TOWNSHIP	21-75	54.20
AD022	ADVANTICA	21-75	44.17
AM007	AMERICAN WATER	21-75	6,156.80
CI008	CITY OF BELLEVILLE	21-75	2,816.50
ES002	ADVANTICA	21-75	313.13
ST013	STOOKEY TOWNSHIP	21-75	14,551.17
ST162	STANDARD INSURANCE CO	21-75	34.50
**TOTAL SEWER COLLECTION			23,970.47
SEWER LINES			
3445	DAVE SCHMIDT TRUCK SERVICE	21-77	124.16
3916	VOGT OIL CO., INC.	21-77	363.38
515	HOME-BRITE ACE HARDWARE	21-77	5.98
834	QUALITY RENTAL CENTER	21-77	5.00
AD022	ADVANTICA	21-77	84.30
CI008	CITY OF BELLEVILLE	21-77	6,061.06
CL019	C & L BACKHOE	21-77	6,261.00
DI036	DISCOVERY	21-77	43.05
DU030	DUKE'S ROOT CONTROL, INC	21-77	3,933.66
ES002	ADVANTICA	21-77	590.01
KL002	KLUCKER, RANDY	21-77	147.10
MI072	MIDWEST VAC PRODUCTS, LLC	21-77	740.00
PL000	PLAZA AUTO PARTS	21-77	33.20
ST162	STANDARD INSURANCE CO	21-77	53.30
UN027	UNIFIRST CORPORATION	21-77	193.29
**TOTAL SEWER LINES			18,638.49
SEWER PLANT			
1030	TEKLAB, INC.	21-78	418.00
2102	AMEREN ILLINOIS	21-78	52,565.83
371	DEVAN AUTOMOTIVE SERVICE	21-78	2,005.50
3916	VOGT OIL CO., INC.	21-78	336.51
412	EQUIPMENT SERVICE CO, INC	21-78	230.85
413	ERB TURF EQUIPMENT, INC.	21-78	80.00
434	FISHER SCIENTIFIC CO.	21-78	404.26
4902	AT & T	21-78	234.42
515	HOME-BRITE ACE HARDWARE	21-78	395.92
5416	AMERICAN MESSAGING	21-78	73.64
551	ILLINOIS AMERICAN WATER	21-78	703.55
6328	GRAINGER INDUS. & COMMERCIAL SUPP	21-78	1,046.00
7103	WAL-MART	21-78	7.04
7591	USA BLUEBOOK	21-78	234.89
782	OVERHEAD DOOR COMPANY OF ST. LOUI	21-78	2,799.00
AD022	ADVANTICA	21-78	242.27
AL041	ALL IN SHIPPING	21-78	6.49
BE101	BELL CITY BATTERY	21-78	154.31
CI008	CITY OF BELLEVILLE	21-78	20,740.97

VENDOR #	NAME	DEPT.	AMOUNT
21 SEWER OPERATION & MAINTENANCE			
SEWER PLANT			
DI036	DISCOVERY	21-78	35.70
ES002	ADVANTICA	21-78	1,723.45
FA002	FASTENAL COMPANY	21-78	57.92
HA143	HAWKINS, INC	21-78	7,697.50
IL082	ILLINOIS GAS & ELECTRIC	21-78	816.15
OS000	OSBORN, MICHAEL	21-78	150.00
PL000	PLAZA AUTO PARTS	21-78	810.12
QU006	QUILL CORPORATION	21-78	30.82
SC114	SCHREIBER PURE INGENUITY	21-78	5,806.00
SM001	SMITH, STEPHEN	21-78	66.00
ST162	STANDARD INSURANCE CO	21-78	145.70
TH052	THERMAL PROCESS SYSTEMS	21-78	7,169.41
UN027	UNIFIRST CORPORATION	21-78	84.75
WI097	WINDSTREAM COMMUNICATIONS	21-78	1,091.22
	**TOTAL SEWER PLANT		108,364.19
21 SEWER OPERATION & MAINTENANCE		GRAND TOTAL	150,973.15

VENDOR #	NAME	DEPT.	AMOUNT
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24 SEWER CONSTRUCTION FUND

1423	EHRET PLUMBING & HEATING, INC.	24-00	29,996.38
5545	PLOCHER CONSTRUCTION CO., INC.	24-00	375,676.10
HA015	HAIER PLUMBING & HEATING, INC.	24-00	1,060,408.78

	**TOTAL		1,466,081.26
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24 SEWER CONSTRUCTION FUND	GRAND TOTAL	1,466,081.26
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VENDOR #	NAME	DEPT.	AMOUNT
25 SEWER BOND AND INTEREST FUND			
AM039	AMALGAMATED BANK OF CHICAGO	25-00	203,828.60
UM003	UMB BANK, NA	25-00	641,383.85
	**TOTAL		845,212.45
	25 SEWER BOND AND INTEREST FUND	GRAND TOTAL	845,212.45

VENDOR #	NAME	DEPT.	AMOUNT
30 SPECIAL SERVICE AREA			
2102	AMEREN ILLINOIS	30-00	133.35
551	ILLINOIS AMERICAN WATER	30-00	461.18
7717	BELLEVILLE MAIN STREET, INC.	30-00	10,000.00
	**TOTAL		10,594.53
	30 SPECIAL SERVICE AREA	GRAND TOTAL	10,594.53

VENDOR #	NAME	DEPT.	AMOUNT
38 TIF 3 (CITY OF BELLEVILLE)			
1324	BELLEVILLE FENCE CO.	38-00	892.00
CO092	COMMERCE BANK	38-00	19,909.97
EC002	ECONOMIC DEVELOPMENT RESOURCES	38-00	12,667.96
EL001	ELECTRICO, INC.	38-00	1,525.98
EN009	ENVIRONMENTAL CONSULTANTS LLC	38-00	2,950.00
HA015	HAIER PLUMBING & HEATING, INC.	38-00	3,762.20
HA150	H & A MEDIA GROUP	38-00	5,625.30
NO021	NOBLESIRE TROLLEY	38-00	3,995.00
TE032	TESSCO INCORPORATED	38-00	388.12
	**TOTAL		51,716.53
	38 TIF 3 (CITY OF BELLEVILLE)	GRAND TOTAL	51,716.53

VENDOR #	NAME	DEPT.	AMOUNT
44	BELLEVILLE ILLINOIS TOURISM		
759	BELLEVILLE NEWS DEMOCRAT	44-00	1,204.75
LI020	LINDAUER, CATHLEEN	44-00	468.94
	**TOTAL		1,673.69
	44 BELLEVILLE ILLINOIS TOURISM	GRAND TOTAL	1,673.69

VENDOR #	NAME	DEPT.	AMOUNT
=====			
45	2015 PD PROJECT CONSTRUCTION FUN		
850	REJIS COMMISSION	45-00	373.50
IM006	IMPACT STRATEGIES INC	45-00	303,066.00
	**TOTAL		<u>303,439.50</u>
45 2015 PD PROJECT CONSTRUCTION FUNGRAND TOTAL			303,439.50

VENDOR #	NAME	DEPT.	AMOUNT
46	2015 PD PROJECT DEBT SERVICE FD		
UM003	UMB BANK, NA	46-00	441,631.25
	**TOTAL		441,631.25
	46 2015 PD PROJECT DEBT SERVICE FD GRAND TOTAL		441,631.25

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VENDOR #	NAME	DEPT.	AMOUNT
50	TIF 8 (DOWNTOWN SOUTH)		
486	HANK'S EXCAVATING & LANDSCAPING, 50-00		36,537.58
	**TOTAL		36,537.58
	50 TIF 8 (DOWNTOWN SOUTH)	GRAND TOTAL	36,537.58

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VENDOR #	NAME	DEPT.	AMOUNT
60	SPECIAL SERVICE AREA BONDS, I&S		
UM003	UMB BANK, NA	60-00	79,114.37
	**TOTAL		79,114.37
	60 SPECIAL SERVICE AREA BONDS, I&S GRAND TOTAL		79,114.37

VENDOR #	NAME	DEPT.	AMOUNT
64	2011 TIF BONDS I & S		
UM003	UMB BANK, NA	64-00	126,900.00
	**TOTAL		126,900.00
	64 2011 TIF BONDS I & S	GRAND TOTAL	126,900.00

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VENDOR #	NAME	DEPT.	AMOUNT
66	2014 PD PROJECT DEBT SERVICE FUN		
UM003	UMB BANK, NA	66-00	511,075.00
	**TOTAL		511,075.00
	66 2014 PD PROJECT DEBT SERVICE FUN	GRAND TOTAL	511,075.00

VENDOR #	NAME	DEPT.	AMOUNT
67	2011 Bond Fund I & S		
UM003	UMB BANK, NA	67-00	901,191.25
	**TOTAL		901,191.25
	67 2011 Bond Fund I & S	GRAND TOTAL	901,191.25

VENDOR #	NAME	DEPT.	AMOUNT
75 TIF 17 (EAST MAIN STREET )			
EL001	ELECTRICO, INC.	75-00	1,663.29
	**TOTAL		1,663.29
75 TIF 17 (EAST MAIN STREET )		GRAND TOTAL	1,663.29
GRAND TOTAL FOR ALL FUNDS:			6,057,206.02
TOTAL FOR REGULAR CHECKS:			6,025,070.51
TOTAL FOR DIRECT PAY VENDORS:			32,135.51

PAYROLL BREAKDOWN AS PER G/L DISTRIBUTION REPORT

PAYROLL ENDING DATE: ~~25~~-Nov-16

DESCRIPTION:

01 50	ADMINISTRATION	<u>14859.22</u>
01 51	POLICE	<u>312878.47</u>
01 52	FIRE	<u>198760.64</u>
01 53	STREET	<u>44879.22</u>
01 54	PARKS	<u>16059.46</u>
01 55	CEMETERY	<u>4719.88</u>
01 56	SANITATION	<u>37197.46</u>
01 60	LEGAL	<u>6728.92</u>
01 61	HOUSING & INSPECTORS	<u>25657.81</u>
01 62	ECONOMIC DEVELOPMENT & PLANNING	<u>8357.80</u>
01 82	MAYOR	<u>6485.14</u>
01 83	FINANCE	<u>8419.27</u>
01 84	HUMAN RESOURCE	<u>9905.13</u>
01 85	CLERK	<u>7294.57</u>
01 86	TREASURER	<u>4407.24</u>
01 87	MAINTENANCE	<u>16974.24</u>
01 88	ENGINEER	<u>6323.07</u>
	<b>TOTAL GENERAL FUND</b>	<b><u>729907.54</u></b>
21 75	SEWER COLLECTIONS	<u>10600.17</u>
21 77	SEWER LINES	<u>15393.40</u>
21 78	SEWER PLANT	<u>45672.75</u>
	<b>TOTAL SEWER DEPARTMENT</b>	<b><u>71666.32</u></b>
4	LIBRARY	<u>31505.34</u>
7	RECREATION	<u>14247.61</u>
16	Employer's Portion of FICA (06-00-21500) cr	<u>34034.58</u>
	<b>*****TOTAL PAYROLL</b>	<b><u>881361.39</u></b>

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**REDEVELOPMENT AGREEMENT**

**Dated as of December 5, 2016**

**by and between**

**CITY OF BELLEVILLE, ILLINOIS**

**and**

**O'FALLON HARDWARE, LLC-NP PROPERTIES**

**relating to:**

**SHOPLAND PLAZA REDEVELOPMENT PROJECT**

**CITY OF BELLEVILLE, ILLINOIS**

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## **REDEVELOPMENT AGREEMENT**

**THIS REDEVELOPMENT AGREEMENT** (the “Agreement”) is made and entered into as of December 5, 2016, by and among the **CITY OF BELLEVILLE, ILLINOIS** (the “City”), an incorporated municipality of the State of Illinois, and **O’FALLON HARDWARE, LLC-NP PROPERTIES**, a designated series of an Illinois limited liability company (the “Developer”).

### **RECITALS**

1. The City believes that the redevelopment of the Business District Redevelopment Project Area is in the vital and best interests of the City and the health, safety, morals and welfare of its residents, and in accordance with the public purposes and provisions of the applicable federal, state, and local laws.

2. The City has determined that the Developer possesses the experience and qualifications to undertake the Redevelopment Project (as hereinafter defined).

3. In order to induce the Developer to undertake the Redevelopment Project, the City desires to pledge and expend Business District Revenues (as hereinafter defined) to facilitate the financing of the Redevelopment Project.

4. Pursuant to the Business District Act, 65 ILCS 5/11-74.3 et seq. (the “Business District Act”), the City Council, by Ordinance No. 7994 adopted on December 5, 2016, adopted and approved a redevelopment plan entitled “Shopland Plaza Plan and Project” dated November 2, 2016 (the “BD Redevelopment Plan”) and designated as the “Shopland Plaza Redevelopment Project Area” a certain portion of the City described therein (the “redevelopment Project Area”).

5. The Developer has determined that the Redevelopment Project is not economically feasible using traditional development financing and is unwilling to undertake the Redevelopment Project and pay costs connected with the Redevelopment Project unless the City agrees that the Business District Revenues (as hereinafter defined) will be used to pay for the costs incurred by the Developer in completing the Redevelopment Project.

6. The Corporate Authorities hereby determine that the adoption of the Business District Plan, the implementation of the Redevelopment Project and the fulfillment, generally, of this Agreement are in the best interests of the City, and the health, safety, morals and welfare of its residents, and in accord with the public purposes specified in the Business District Plan.

### **AGREEMENT**

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

## ARTICLE I.

### DEFINITIONS AND FINDINGS

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

**“Acts”** means the Business District Act, as supplemented and amended.

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

**“Authorized City Representative”** means the Mayor of the City, or such other Person at the time designated to act on behalf of the City.

**“Business Day”** means a day which is not a Saturday, Sunday or any other day on which banking institutions in the City are required or authorized to close.

**“Business District”** means a district within the City created pursuant to the Business District Act and consisting of the area of the Business District Area.

**“Business District Area”** means the area of the City legally described in **Exhibit A** attached hereto and incorporated by reference herein.

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

**“Business District Revenues”** means all tax revenues received by the City from the retailers’ occupation tax and service occupation tax and the hotel operators’ occupation tax levied by the City within the Business District, the rate of such tax shall be such rate permitted by law and as designated by the Developer from time to time.

**“Business District Tax Allocation Fund”** means the fund to be created and maintained by the City pursuant to the Business District Act in to which are to be deposited the Business District Revenues.

**“Certificate of Substantial Completion”** means a document substantially in the form of **Exhibit D** attached hereto, issued by the Developer to the City in accordance with this Agreement and evidencing the Developer’s substantial completion of the Redevelopment Project.

**“Certification of Reimbursable Redevelopment Project Costs”** means a document, substantially in the form of **Exhibit E** attached hereto, provided by the Developer to the City evidencing Reimbursable Redevelopment Project Costs incurred by the Developer.

**“City”** means the City of Belleville, Illinois, a municipal corporation and political subdivision of the State

**“Code”** means the Internal Revenue Code of 1986, as amended, and the applicable regulations, temporary regulations and proposed regulations thereunder.

**“Concept Site Plan”** means the site development plan attached hereto as **Exhibit C** and incorporated herein by this reference, which depicts the conceptual program for the Work and the Redevelopment Project, which is in accordance with the Business District Plan, and which shall be subject to change from time to time in accordance with the provisions of **Sections 3.6.2** hereof and provided that the site plan approved by the City pursuant to its zoning ordinance or any other approval process with the City, shall constitute the Concept Site Plan for the purposes of this Agreement, to the extent of any changes from the original Concept Site Plan attached hereto.

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

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

**“Developer”** means O'Fallon Hardware, LLC-NP Properties, LLC, a designated series of an Illinois limited liability company and its permitted successors and assigns.

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

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

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

**“Pledged Revenues”** means the Business District Revenues pledged to the Developer pursuant to the terms of this Agreement.

**“Property”** means that portion of the real property within or around the Business District Area (including but not limited to all options held by third parties, fee interests, leasehold interests, tenant-in-common interests and such other like or similar interests) and existing improvements in or around the Business District Area, excluding public rights-of-way, as the Developer deems reasonably necessary for the implementation of the Redevelopment Project and the Work.

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

**“Redevelopment Project Costs”** means all reasonable or necessary costs actually incurred in performing the Work and any such costs incidental to the Business District Plan or

the Redevelopment Project. Such costs include, but are not limited to, the following: (a) costs of all due diligence permitted hereunder, including studies, surveys, plans, reports, tests and specifications; (b) professional service costs, including, but not limited to, architectural, engineering, legal, marketing, financial, planning or special services; (c) costs of demolition of buildings and the clearing and grading of land; (d) costs of rehabilitation, reconstruction, or repair or remodeling of existing buildings and fixtures; (e) costs of construction of public works or improvements; (f) all or a portion of a taxing district's capital costs resulting from the Redevelopment Project necessarily incurred or to be incurred in furtherance of the objectives of the Business District Plan and the Redevelopment Project, to the extent the City by written agreement accepts and approves such costs; (g) payments in lieu of taxes; and (h) all other costs authorized for reimbursement pursuant to the Business District and the Act.

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

**“Related Party”** means any party related to the Developer by one of the relationships described in Section 267(b) of the United States Internal Revenue Code of 1986, as amended.

**“State”** means the State of Illinois.

**“Work”** means all work necessary to prepare the Property and to construct the Redevelopment Project, including but not limited to: (1) construction of the public improvements, (2) storm sewers, stormwater control, detention facilities and other infrastructure improvements required by the U.S. Army Corps of Engineers, IEPA, IDNR, St. Clair County, the City or any other entity in order to obtain all necessary approvals and permits, (3) water mains, and (4) construction, reconstruction and/or relocation of other utilities, including the burying or relocation of electrical lines in accordance with the City's municipal code; (5) demolition and removal of any existing buildings and improvements located on the Property and clearing and grading of the Property; (6) construction of retaining structures and wetland mitigation; (7) construction and/or rehabilitation of the commercial buildings and structures, and parking fields, and screening and site landscaping on the Property, as described in the Redevelopment Proposal and as modified from time to time in accordance with the Concept Site Plan; (8) environmental remediation with respect to the Property; and (9) all other Work described in the Redevelopment Proposal, as modified by the Concept Site Plan, or reasonably necessary to effectuate the intent of this Agreement.

**1.2 Business District Act.** The City agrees to make all requisite filings and to otherwise take any and all action required to impose and enforce the one percent (1%) retailers occupation and service occupation tax and the hotel operator's occupation tax.

## **ARTICLE II.**

## ACCEPTANCE OF PROPOSAL

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

**2.2. Developer Advance of Funds.** Except as provided herein, the Developer agrees to advance all Redevelopment Project Costs as necessary to complete the Work, all subject to the provisions hereof.

**2.3 Reimbursable Redevelopment Project Costs.** All sums advanced by the Developer under this Article II shall constitute Reimbursable Redevelopment Project Costs to be reimbursed to the Developer from the proceeds of existing Business District Revenues, to the extent permitted by law.

## ARTICLE III.

### SCHEDULE; CONSTRUCTION OF REDEVELOPMENT PROJECT; CITY APPROVALS

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

**3.2. Project and Construction Schedule.** The Developer shall commence and complete each of its obligations under this Agreement with respect to the construction and completion of the Work, and the Redevelopment Project, including the Redevelopment Project, in accordance with the following schedule:

#### Activity

#### Time for Performance

Developer shall have acquired the property and filed all documents required for site plan approval

No later than 30 days following the date of this Agreement

Developer shall cause to have commenced construction of the Work

Within 60 days after the date of this Agreement

Developer shall have achieved or caused Substantial Completion and submitted a Certificate of Substantial Completion, with respect thereto, that is accepted by the City

Within twelve (12) months after the date of this Agreement

**3.3. Developer to Construct the Redevelopment Project.** The Developer shall cause completion of all of the Work in accordance with the schedule set forth in **Section 3.2**.

**3.4. Governmental Approvals; Extensions of Time.** The City agrees to cooperate with the Developer and to process and timely consider all applications for the Governmental Approvals as received, including timely rezoning and subdivision of the Property, all in accordance with the applicable City ordinances and laws of the State of Illinois. Notwithstanding any provision of this Agreement to the contrary, the Developer may, upon reasonable cause shown by the Developer, request the Mayor or his designee to extend or waive times for performance. The Mayor or his designee may, but is not required to, consent to such extensions or waivers without further action by the Corporate Authorities.

**3.5. Concept Site Plan.**

**3.5.1. Approval of Concept Site Plan.** The Concept Site Plan is hereby approved.

**3.5.2. Changes.** During the progress of the Work, the Developer may make changes to the Concept Site Plan or any aspect thereof as site conditions or other issues of feasibility may dictate or as may be necessary or desirable in the sole determination of the Developer to enhance the economic viability of the Redevelopment Project as may be in furtherance of the general objectives of the Redevelopment Plan; provided, however, that the Developer may not make any Material Changes to the Concept Site Plan without the advance written consent of the City. For purposes of this Section, “Material Change” shall mean any change that could reasonably be expected to result in a decrease in the aggregate amount of Pledged Revenues generated by the respective Phase of the Redevelopment Project to an amount less than 85% of the aggregate amount of projected Project Revenues, as set forth on **Exhibit B** hereto.

**3.5.3. Outdoor Seating.** The City agrees that the Developer is permitted to construct outdoor seating on the property so long as the parking ratios as outlined in the City’s Development Code are met.

**3.6. Construction Plans.**

**3.6.1. Standards.** The Construction Plans shall be prepared by a professional engineer or architect licensed to practice in the State of Illinois and the Construction Plans and all construction practices and procedures with respect to the Work shall be in conformity with all applicable state and local laws, ordinances and regulations. The Developer shall submit Construction Plans for approval by the City in sufficient time so as to allow for review of the plans in accordance with applicable City ordinances and procedures and in accordance with the schedule set forth in **Sections 3.2 and 3.4**. The plans shall be in sufficient completeness and detail to show that construction will be in conformance with the Concept Site Plan, the Redevelopment Plan and this Agreement.

**3.6.2. Changes.** During the progress of the Work the Developer may make such reasonable changes, including, without limitation, modification of the construction schedule, including dates of commencement and completion, modification of the areas in which the Work is to be performed, relocation, expansion or deletion of items, revisions to the areas and scope of

Work, and any and all such other changes as site conditions or orderly development may dictate or as may be required to meet any reasonable requests of prospective tenants, residential or commercial developers, or purchasers of any real property located within the Business District Area or as may be necessary or desirable, in the sole determination of the Developer, to enhance the economic viability of the Redevelopment Project or the Redevelopment Project and as may be in furtherance of the general objectives of the Redevelopment Plan; provided that (i) the Developer shall obtain all necessary approvals and comply with all laws, regulations and ordinances of the City and (ii) the Developer shall obtain the City's advance written consent to any Material Change.

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

## **ARTICLE IV.**

### **REIMBURSEMENT OF DEVELOPER AND CITY COSTS**

**4.1. City's Obligation to Reimburse Developer.** The City agrees to reimburse the Developer for the verified Reimbursable Redevelopment Project Costs of the Redevelopment Project in the amounts and as set forth on **Exhibit F**, through the direct payment to the Developer. Notwithstanding the reimbursement to the Developer of 100% of the Business District Revenues, the amount reimbursed to the Developer from the Business District Revenues shall not exceed the sum of Two Million Two Hundred Fifty Thousand Dollars (\$2,250,000.00). The City hereby pledges the Pledged Revenues to the reimbursement of costs incurred by the Developer. At such time that the total reimbursement for the verified Reimbursable Redevelopment Project Costs totals Two Million Two Hundred Fifty Thousand Dollars (\$2,250,000.00), the City shall cease further reimbursements and the City shall be released from any further reimbursements pursuant to this Agreement.

**4.2 Reimbursements Limited to Reimbursable Redevelopment Project Costs; Developer's Right to Substitute.** Nothing in this Agreement shall obligate the City to reimburse the Developer for any cost that is not incurred pursuant to the Acts or that does not qualify as reimbursable from the Pledged Revenues pursuant to the Acts. The Developer shall

provide itemized invoices, receipts or other information, if any, requested by the City to confirm that any such cost is so incurred and does so qualify. Each such request shall be accompanied by a certification by the Developer that such cost is eligible for reimbursement under the Act. The parties agree that each of the categories of costs set forth in **Exhibit F** attached hereto constitute Reimbursable Redevelopment Project Costs which are eligible for reimbursement in accordance with the Act and this Agreement. The Developer shall not be limited in reimbursement to the amounts shown for each such category but shall be entitled to reimbursement for Redevelopment Project Costs from any of the categories set forth on **Exhibit F**, without regard to the maximum amounts set forth for each category. If the City determines that any cost identified as a Reimbursable Redevelopment Project Cost is not reimbursable under the Act, the City shall so notify the Developer in writing within the 30-days following receipt of a Certification of Reimbursable Redevelopment Project Costs, identifying the ineligible cost and the basis for determining the cost to be ineligible, whereupon the Developer shall have the right to identify and substitute other Redevelopment Project Costs as Reimbursable Redevelopment Project Costs with a supplemental application for payment.

**4.3 Reimbursement of City Costs.** The Developer agrees to reimburse the City for the costs incurred from the creation of the Business District associated with the Redevelopment Project in the amount of Thirty-Thousand Dollars (\$30,000.00). The City shall issue an invoice for said amount to the Developer within thirty (30) days following the execution of this Agreement. This invoice shall be paid in full and within thirty (30) days following issuance of said invoice.

## **ARTICLE V.**

### **FUNDS AND ACCOUNT; COLLECTION AND USE OF PLEDGED REVENUES**

**5.1. Creation of Funds and Other Funds and Accounts.** The City agrees to cause its Treasurer or other financial officer to establish and maintain the Business District Tax Allocation Fund, including such further accounts or subaccounts as the Treasurer of the City may deem appropriate in connection with the administration of the Business District Tax Allocation Fund pursuant to this Agreement and deposit all Business District Revenues into the Business District Tax Allocation Fund.

**5.2. Deposit and Application of Business District Revenues.** The City has established the Business District Tax Allocation Fund in the custody of the Finance Director of the City pursuant to the provisions of the Business District Act and Ordinance No. 7980 of the City. The City covenants and agrees to immediately deposit and hold all Business District Revenues in the Business District Tax Allocation Fund and apply such moneys as provided herein. On the last Business Day of each month the City shall transfer all Business District Revenues, minus \$100.00 to remain in the Business District Tax Allocation Fund, to the Developer in accordance with the terms of this Agreement.

**5.3. Application of Business District Revenues.** The City hereby agrees to apply the Business District Revenues and any taxes, fees or assessments subsequently enacted and imposed in substitution therefore in accordance therewith. Business District Revenues deposited in the Business District Sales Tax Allocation Fund shall be applied to the Developer for

reimbursement for Reimbursable Redevelopment Project Costs incurred by the Developer pursuant to **Article V**.

## **ARTICLE VI.**

### **GENERAL PROVISIONS**

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

**6.2. City's Right of Termination.** The City may terminate this Agreement, at any time prior to the delivery of the Certificate of Substantial Completion, if:

**6.2.1.** the Developer materially defaults in or breaches any substantial provision of this Agreement and fails to cure such default or breach pursuant to the provisions hereof; or

**6.2.2.** the Developer fails to complete the activities listed in **Section 3.2** in strict accordance with the schedule set forth in said section, subject to extension as provided for in **Section 7.5**.

**6.3. Successors and Assigns.**

**6.3.1.** This Agreement shall be binding on and shall inure to the benefit of the parties named herein and their respective heirs, administrators, executors, personal representatives, successors and assigns.

**6.3.2.** Without limiting the generality of the foregoing, all or any part of the Property or any interest therein may be sold, transferred, encumbered, leased, or otherwise disposed of at any time, and the rights of the Developer named herein or any successors in interest under this Agreement or any part hereof may be assigned at any time before, during or after redevelopment of the Redevelopment Project, whereupon the party disposing of its interest in the Property or assigning its interest under this Agreement shall be thereafter released from further obligation under this Agreement (although any such Property so disposed of or to which such interest pertains shall remain subject to the terms and conditions of this Agreement), provided that until the City has accepted the Certificate of Substantial Completion with respect to the Redevelopment Project, the fee title to the Property may not be sold, transferred or otherwise disposed of and the rights, duties and obligations of the Developer under this Agreement may not be assigned in whole or in part without the prior written approval of the City. Notwithstanding anything herein to the contrary, the City hereby approves, and no prior consent shall be required in connection with, (1) the right of the Developer to encumber or collaterally assign its interest in the Property or any portion thereof to secure loans, advances or extensions of credit to finance or from time to time refinance all or any part of the Redevelopment Project Costs, or the right of the holder of any such encumbrance or transferee of any such collateral assignment (or trustee or agent on its behalf) to transfer such interest by foreclosure or transfer in lieu of foreclosure under such encumbrance or collateral assignment; (2) the right of the Developer to assign or transfer all

or any part of the Developer's rights, duties and obligations under this Agreement or with respect to the Redevelopment Project to a Related Party; or (3) the right of the Developer to lease of the Property in the ordinary course of the development of the Redevelopment Project; provided that in each such event (i) the Developer named herein or one of the entities described in clause (2) above shall remain liable hereunder for the Substantial Completion of the Redevelopment Project, and shall be released from such liability hereunder only upon Substantial Completion of the Redevelopment Project and (ii) the Developer provides to the City not less than 15 days' advance written notice of any proposed assignment or transfer pursuant to clause (2) above.

#### **6.4. Remedies.**

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

**6.4.2.** Notwithstanding any provision herein to the contrary, the City's sole remedy for the Developer's failure to construct the Work within the times set forth in **Section 3.2.** shall be the termination of this Agreement without further recourse against the Developer.

#### **6.5. Extensions of Time for Performance.**

**6.5.1.** Neither the City nor the Developer nor any successor in interest shall be considered in breach or default of their respective obligations under this Agreement, and times for performance of obligations hereunder shall be extended in the event of any delay caused by force majeure, including, without limitation, damage or destruction by fire or casualty; strike; lockout; civil disorder; acts of terrorism; war; restrictive government regulations; lack of issuance of any permits and/or legal authorization by the governmental entity necessary for the Developer to proceed with construction of the Work or any portion thereof, and including rezoning and approval of the Concept Site Plan (but only if the Developer files all necessary documentation relating thereto no later than seven business days following execution of the Redevelopment Agreement); shortage or delay in shipment of material or fuel; acts of God; unusually adverse weather or wet soil conditions; or other causes beyond the parties' reasonable control, including but not limited to, any litigation, court order or judgment resulting from any litigation affecting the validity of the Business District Plan, the Redevelopment Project, or this Agreement.

**6.5.2.** No event under **Section 7.5.1** above shall be deemed to exist as to any matter initiated or unreasonably sustained by the Developer, unless (i) the Developer notifies the City in writing within 30 days of the date the Developer becomes aware of the delay that will be caused by the delay causing event, or (ii) the Developer demonstrates to the City's reasonable satisfaction that the Developer has diligently pursued its obligations under this Agreement but,

for reasons beyond the control of the Developer, has been unable to complete such obligations within the time specified in this Agreement.

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

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

O'Fallon Hardware, LLC-NP Properties, LLC,  
and Shopland Hardware, Inc.  
600 Southview Plaza, Suite #1  
O'Fallon, IL 62269  
Attention: Dennis Patrick Lavery

With a copy to:

Sandberg Phoenix & von Gontard P.C.  
475 Regency Park, Suite 175  
O'Fallon, IL 62269  
Attn: Sue A. Schultz

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

City of Belleville  
101 South Illinois St.  
Belleville, Illinois 62220  
Attention: Mayor Mark Eckert

With a copy to:

Becker, Hoerner, Thompson & Yursa, P.C.  
5111 West Main Street  
Belleville, IL 62226  
Attn: Garret Hoerner

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

**6.7. Conflict of Interest.** (a) No member of the Corporate Authorities, the joint review board, or any branch of the City's government who has any power of review or approval of any of the Developer's undertakings, or of the City's contracting for goods or services for the Redevelopment Project, shall participate in any decisions relating thereto which affect that member's personal interests or the interests of any corporation or partnership in which that member is directly or indirectly interested. Any person having such interest shall immediately, upon knowledge of such possible conflict, disclose, in writing, to the Corporate Authorities the

nature of such interest and seek a determination by the Corporate Authorities with respect to such interest and, in the meantime, shall not participate in any actions or discussions relating to the activities herein proscribed.

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

#### **6.8. Insurance; Damage or Destruction of Redevelopment Project.**

**6.8.1.** The Developer will cause there to be insurance as hereinafter set forth at all times during the process of constructing the Work and, from time to time at the request of the City, furnish the City with proof of payment of premiums on:

(i) Builder's risk insurance, written on the so called "Builder's Risk - Completed Value Basis," in an amount equal to one hundred percent (100%) of the insurable value of the Work at the date of completion, and with coverage available in non-reporting form on the so called "all risk" form of policy. The interest of the City shall be protected in accordance with a clause in form and content satisfactory to the City;

(ii) Comprehensive general liability insurance (including operations, operations of subcontractors, completed operations and contractual liability insurance) together with an owner's contractor's policy, with limits against bodily injury and property damage of not less than \$2,000,000.00 for each occurrence (to accomplish the above required limits, an umbrella excess liability policy may be used); and

(iii) Workers' Compensation insurance, with statutorily required coverage.

**6.8.2.** The policies of insurance required pursuant to clauses (i) and (ii) above shall be in form and content satisfactory to the City and shall be placed with financially sound and reputable insurers licensed to transact business in the State of Illinois with a general policy holder's rating of not less than A- and a financial rating of A- as rated in the most current available "Best's" insurance reports. The policy of insurance delivered pursuant to clause (i)

above shall contain an agreement of the insurer to give not less than thirty (30) days advance written notice to the City in the event of cancellation of such policy or change affecting the coverage thereunder. The policies of insurance described in clauses (i) and (ii) above shall name the City as an additional insured. The Developer shall deliver to the City evidence of all insurance to be maintained hereunder.

**6.9. Inspection.** The City may conduct such periodic inspections of the Work as may be generally provided in the building code of the City. In addition, the Developer shall allow other authorized representatives of the City access to the Work site from time to time upon reasonable advance notice prior to the completion of the Work for reasonable inspection thereof. The Developer shall also allow the City and its employees, agents and representatives to inspect, upon request, all architectural, engineering, demolition, construction and other contracts and documents pertaining to the construction of the Work as the City determines is reasonable and necessary to verify the Developer's compliance with the terms of this Agreement.

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

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

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

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

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

**6.15. Actions Contesting the Validity and Enforceability of the Redevelopment Plan.** During such time as the City is obligated to reimburse the Developer for Reimbursable Redevelopment Project Costs, in the event a third party brings an action against the City or the City's officials, agents, employees or representatives contesting the validity or legality of the Business District Area, the Redevelopment Plan, or the ordinance approving this Agreement, the Developer may, at its option, assume the defense of such claim or action with counsel of the Developer's choosing, but the Developer may not settle or compromise any claim or action for which the Developer has assumed the defense without the prior written approval of the City. If the City does not approve a settlement or compromise which the Developer would agree to, the Developer shall not be responsible for any costs or expenses incurred thereafter in the defense of such claim or action. The parties expressly agree that so long as no conflicts of interest exist

between them with regard to the handling of such litigation, the same attorney or attorneys may simultaneously represent the City and the Developer in any such proceeding; provided, the Developer and its counsel shall consult with the City throughout the course of any such action and the Developer shall pay all reasonable and necessary costs incurred by the City in connection with such action. All cost of any such defense, whether incurred by the City or the Developer, shall be deemed to be Reimbursable Redevelopment Project Costs.

**6.16. Release and Indemnification.** The indemnifications and covenants contained in this **Section 7.16** shall survive termination or expiration of this Agreement.

**6.16.1.** Notwithstanding any other provision of this Agreement to the contrary, the City and its governing body members, officers, agents, servants, employees and independent contractors shall not (except to the extent set forth in the last sentence of this subsection) be liable to the Developer for damages or otherwise in the event that all or any part of the Business District Act, or any ordinance adopted in connection with either the Business District Act, this Agreement or the Redevelopment Plan, is declared invalid or unconstitutional in whole or in part by the final (as to which all rights of appeal have expired or have been exhausted) judgment of any court of competent jurisdiction, and by reason thereof either the City is prevented from performing any of the covenants and agreements herein or the Developer is prevented from enjoying the rights and privileges hereof. The foregoing provision shall not preclude any action for professional negligence that the Developer may otherwise have the right to maintain against any independent contractor of the City.

**6.16.2.** The Developer releases from and covenants and agrees that the City and its governing body members, officers, agents, servants, employees and independent contractors shall not be liable for, and agrees to indemnify and hold harmless the City, its governing body members, officers, agents, servants, employees and independent contractors against any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the construction of the Work including any and all claims arising from the acquisition of the Property, including, but not limited to, location of hazardous wastes, hazardous materials or other environmental contaminants on the Property, including all costs of defense, including attorney's fees, except for those matters arising out of the gross negligence or willful misconduct of the City and its governing body members, officers, agents, servants, employees and independent contractors.

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

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

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

**6.16.6.** The Developer releases from and covenants and agrees that the City, its governing body members, officers, employees, agents and independent contractors shall not be liable for, and agrees to indemnify and hold the City, its governing body members, officers, employees, agents and independent contractors, harmless from and against any and all suits, interest, claims and cost of attorney's fees incurred by any of them, resulting from, arising out of, or in any way connected with: (1) any condemnation proceeding initiated by the City at the Developer's request pursuant to this Agreement; (2) the construction of the Work, (3) the negligence or willful misconduct of the Developer, its employees, agents or independent contractors in connection with the design management, development, redevelopment and construction of the Work, (4) the compliance by the Developer with all applicable state, federal and local environmental laws, regulations and ordinances as applicable to the Property, excluding the City property, to the extent such condition existed prior to the acquisition thereof by the Developer; except that the foregoing release and indemnification shall not apply in the case of such liability arising directly out of the gross negligence or willful misconduct of the City or its authorized governing body members, officers, employees, agents and independent contractors or which arises out of matters undertaken by the City following termination of this Agreement as to any particular Redevelopment Project or portion thereof.

**6.17. Survival.** Notwithstanding the expiration or termination or breach of this Agreement by either party, the agreements contained in **Sections 7.16**, of this Agreement shall, except as otherwise expressly set forth herein, survive such expiration, termination or breach of this Agreement by either party.

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

**ARTICLE VII.**

**REPRESENTATIONS OF THE PARTIES**

**7.1. Representations of the City.** The City hereby represents and warrants that it has full constitutional and lawful right, power and authority, under current applicable law, to execute and deliver and perform the terms and obligations of this Agreement, and all of the foregoing have been or will be, upon adoption of ordinances, duly and validly authorized and approved by all necessary City proceedings, findings and actions. Accordingly, this Agreement constitutes the legal, valid and binding obligation of the City, enforceable in accordance with its terms.

**7.2. Representations of the Developer.** The Developer hereby represents and warrants that:

**7.2.1.** It has full power to execute and deliver and perform the terms and obligations of this Agreement and all of the foregoing has been duly and validly authorized by all necessary corporate proceedings.

**7.2.2.** This Agreement constitutes the legal, valid and binding obligation of the Developer, enforceable in accordance with its terms.

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

**CITY OF BELLEVILLE, ILLINOIS**

(SEAL)

Attest:

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

By: \_\_\_\_\_  
City Clerk

**O'FALLON HARDWARE, LLC-NP  
PROPERTIES, LLC**

By: \_\_\_\_\_  
Printed Name: Dennis Patrick Lavery  
Title: Managing Member/President

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

On this \_\_\_\_ day of \_\_\_\_\_, 2016, before me appeared \_\_\_\_\_, to me personally known, who, being by me duly sworn, did say that he/she is the Mayor of the City of Belleville, Illinois, an incorporated municipality of the State of Illinois, and that the seal affixed to the foregoing instrument is the seal of said City, and said instrument was signed and sealed in behalf of said City by authority of its Corporate Authorities, and Dallas Cook, the City Clerk acknowledged said instrument to be the free act and deed of said City.

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

Notary Public

(SEAL)

My Commission Expires:

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

On this \_\_\_\_ day of \_\_\_\_\_, 2016, before me appeared \_\_\_\_\_, to me personally known, who, being by me duly sworn, did say that he is the Managing Member of O'Fallon Hardware, LLC-NP Properties, LLC, a designated series of an Illinois limited liability company and President of Shopland Hardware, Inc., an Illinois Corporation, and that he is authorized to sign the instrument on behalf of said company, and acknowledged to me that he executed the within instrument as said company's free act and deed.

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

Notary Public

(SEAL)

My Commission Expires:

## **EXHIBIT A**

### **LEGAL DESCRIPTION OF THE BUSINESS DISTRICT AREA**

Part of Section 12 of Township 1 North, Range 9 West, of the 3rd Principal Meridian, St. Clair County, Illinois, (All references herein to "Parcel ID" refers to the Parcel Identification Number of Parcel(s) on file in the St. Clair County Court House, 10 Public Square, Belleville, Illinois), in the City of Belleville more particularly described as follows:

Beginning at the point of intersection with Northwestern Right-of-Way Line of West Main Street and the Northwestern Right-of-Way line of Foley Drive, also being the northeast corner of parcel ID 07010415006; thence Northeasterly to the Northeast Right-of-Way line of West Main Street; thence Southeasterly to a point on the Northeast Right-of-Way line of West Main Street being the intersection with the extension of the Southeast line of parcel ID 07120210050; thence Southwesterly along the Southeasterly line of said lot to the Northeast corner parcel ID 07120210049; thence continuing along the Southeasterly line of said parcel to the Southeast corner of said parcel; thence Southeasterly along the Northeasterly line of parcel ID 07120210054 to the Northeast corner of said lot; thence Southwesterly along the Southeast line of said parcel to the Southwest corner of said lot; thence to a point being the continuation of said line to its intersection with the Southwesterly Right-of-Way line of Foley Drive; thence Northwesterly along the Southwest Right-of-Way line of Foley Drive to the North corner of ID parcel 07120201001; thence Northeasterly along the Southeast line of parcel ID 07120117025 to the Northeast corner of said lot, also being on the Southwesterly Right-of-Way line of Foley Drive; thence Northwesterly along said Right-of-Way line to the North corner of parcel ID 07120117017; thence along the Southeasterly line of parcel ID 07120117012 to the Northeast corner of said lot; thence continuing along the same line to its intersection with the Northeasterly Right-of-Way line of Foley Drive, also being a point on the Southwest line of parcel ID 07010414007; thence continuing Southeasterly along the Northeast Right-of-Way line of Foley Drive to the Southeast corner of parcel ID 07010415006; thence Northeasterly along the Southeasterly line of said lot to the point of beginning.

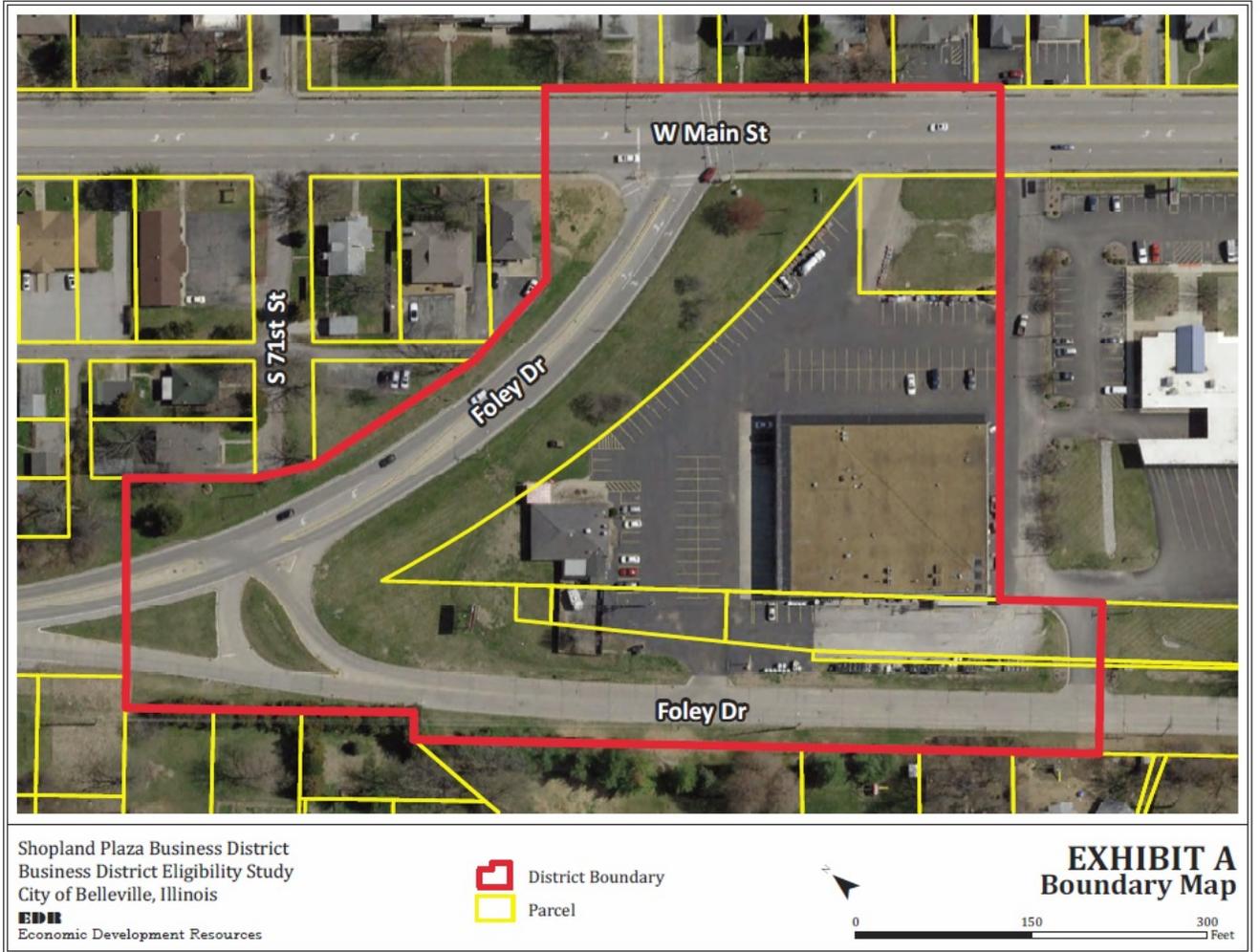
**EXHIBIT B**

**PROJECT REVENUES**

**Business District Sales Tax Revenues**

2017	\$30,000
2018	\$32,000
2019	\$34,000
2020	\$34,340
2021	\$34,680
2022	\$35,020
2023	\$35,370
2024	\$35,720
2025	\$36,080
2026	\$36,450
2027	\$36,800
2028	\$37,150
2029	\$37,530
2030	\$37,910
2031	\$38,280
2032	\$38,660
2033	\$39,050
2034	\$39,440
2035	\$39,830
2036	\$40,220
2037	\$40,630
2038	\$41,030
<u>2039</u>	<u>\$41,440</u>
	\$851,630

**EXHIBIT C**  
**CONCEPT SITE PLAN**



**EXHIBIT D**  
**[FORM OF]**  
**CERTIFICATE OF SUBSTANTIAL COMPLETION**  
**OF**

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The undersigned, \_\_\_\_\_ (the “Developer”), pursuant to that certain Redevelopment Agreement dated as of \_\_\_\_\_, between the City of Belleville, Illinois (the “City”) and the Developer (the “Agreement”), hereby certifies to the City as follows:

1. That as of \_\_\_\_\_, \_\_\_\_\_, the Developer has achieved Substantial Completion of the Redevelopment Project in accordance with the Agreement.
2. The Work has been performed in a workmanlike manner and in accordance with the Construction Plans (as those terms are defined in the Agreement).
3. This Certificate of Substantial Completion is being issued by the Developer to the City in accordance with the Agreement to evidence the Developer’s satisfaction of all obligations and covenants with respect to the applicable portions of the Work.
4. The City’s acceptance (below) or the City’s failure to object in writing to this Certificate within 30 days of the date of delivery of this Certificate to the City (which written objection, if any, must be delivered to the Developer prior to the end of such 30 day period), and the recordation of this Certificate with the St. Clair County Recorder, shall evidence the satisfaction of the Developer’s agreements and covenants to perform the applicable portions of the Work.

This Certificate shall be recorded in the office of the St. Clair County Recorder. This Certificate is given without prejudice to any rights against third parties which exist as of the date hereof or which may subsequently come into being.

Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Agreement.

IN WITNESS WHEREOF, the undersigned has hereunto set his/her hand this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_

By: \_\_\_\_\_,  
Its managing member

**ACCEPTED:**

**CITY OF BELLEVILLE, ILLINOIS**

By:

(Insert Notary Form(s) and Legal Description)

DRAFT

**EXHIBIT E**  
**FORM OF**  
**CERTIFICATION OF REIMBURSABLE REDEVELOPMENT PROJECT COSTS**

Certification of Reimbursable Redevelopment Project Costs

TO: City of Belleville, Illinois

Attention:

Re: Redevelopment Agreement dated as of December 5, 2016 (the “Agreement”), between the City of Belleville, Illinois (the “City”) and O’Fallon Hardware, LLC-NP Properties, LLC, (the “Developer”),

Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Agreement. In connection with said Agreement, the undersigned hereby states and certifies that:

1. Each item listed on **Schedule 1** hereto is (a) eligible for reimbursement under the Business District Act, and (b) a Reimbursable Redevelopment Project Cost under the Agreement.
2. Each item listed on **Schedule 1** was incurred in connection with the construction of the Redevelopment Project and has been paid by the Developer.
3. Each item listed on **Schedule 1** has not previously been paid or reimbursed from money derived from the Special Allocation Fund or any money derived from any project fund established pursuant to the Approving Ordinance, and no part thereof has been included in any other certificate previously filed with the City.
4. There has not been filed with or served upon the Developer any notice of any lien, right of lien or attachment upon or claim affecting the right of any person, firm or corporation to receive payment of the amounts stated in this request, except to the extent any such lien is being contested in good faith.
5. All necessary permits and approvals required for the portion of the Work for which this certificate relates have been issued and are in full force and effect.
6. All Work for which payment or reimbursement is requested has been performed in a good and workmanlike manner and in accordance with the Concept Site Plan and the Agreement.
7. If any cost item to be reimbursed under this Certificate is deemed not to constitute a “Redevelopment Project cost” within the meaning of the Business District Act and the Agreement, the Developer shall have the right to substitute other eligible Reimbursable Redevelopment Project Costs for payment hereunder.
8. The Developer is not in default or breach of any term or condition of the Agreement.

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

\_\_\_\_\_

By: \_\_\_\_\_,  
Its Managing Member/President

Approved for Payment this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_:

**CITY OF BELLEVILLE, ILLINOIS**

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

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

DRAFT

**EXHIBIT F**

**REIMBURSABLE REDEVELOPMENT PROJECT COSTS**

Property assembly costs, including but not limited to demolition of buildings, site preparation, site improvements and clearing and grading	\$1,000,000.00
Demolition, Rehabilitation and New Construction	\$1,100,000.00
<u>Planning, Legal &amp; Professional Services</u>	<u>\$150,000.00</u>
Total	\$2,250,000.00

DRAFT

# ZONING BOARD OF APPEALS, CITY OF BELLEVILLE, ILLINOIS

## ADVISORY REPORT

*Application for Amendment:* William Zink/ City of Belleville

*Application Filed:* 10/11/16

**39-Nov16 – William Zink/ City of Belleville** – A request to Rezone the property at 1020 Freeburg Avenue (Parcel number: 08-27.0-313-016) from "A-1" Single Family Residence District to "C-2" Heavy Commercial District. (Applicable portion of the Zoning Code: 60-6-1 through 60-6-7 and 60-6-47 through 60-6-52.) Ward 6

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

*Meeting Held:* 11/17/16

*Publication in News Democrat:* 11/02/16

*Supporters:* None

*Objectors:* None

*Other comments:* None

*Aldermen Present:* Jane Pusa, Ward 2

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

- A. Existing use(s) and zoning of the property in question;*
- B. Existing use(s) and zoning of other lots in the vicinity of the property in question;*
- C. Suitability of the property in question for uses already permitted under existing regulations;*
- D. Suitability of the property in question for the proposed use;*
- E. The trend of development in the vicinity of the property in question, including changes (if any) which may have occurred since the property was initially zoned or last rezoned; and*
- F. The effect the proposed rezoning on implementation of this municipality's comprehensive plan.*

**A motion was made by Don Rockwell to APPROVE the request. It was seconded by Toni Togias. All members present voted in the affirmative. The motion carried. 4-0.**

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

---

Director

# ZONING BOARD OF APPEALS, CITY OF BELLEVILLE, ILLINOIS

## ADVISORY REPORT

*Application for Amendment:* Torres Corporation

*Application Filed:* 10/11/16

**40-Nov16 – Torres Corporation** – A request for a Special Use Permit for a liquor license at 4311 West Main Street (Parcel number: 08-18.0-212-029) located in a "C-2" Heavy Commercial Zoning District. (Applicable portion of zoning code: 60-6-50.) Ward 3

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

*Meeting Held:* 11/17/16

*Publication in News Democrat:* 11/02/16

*Supporters:* None

*Objectors:* None

*Other comments:* None

*Aldermen Present:* Jane Pusa, Ward 2

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

- A. 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;*
- B. Whether the proposed special use is consistent with this municipality's comprehensive plan;*
- C. Whether the proposed special use would have an effect on the value of neighboring property and on this municipality's overall tax base;*
- D. Whether the proposed special use would have an effect on public utilities and on traffic circulation on nearby streets; and*
- E. Whether there are any facilities near the proposed special use (such as schools or hospitals) that require special protection.*

**A motion was made by Toni Toggias to APPROVE the request IN THE NAME OF THE APPLICANT ONLY. It was seconded by Tim Price. All members present voted in the affirmative. The motion carried. 4-0.**

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

---

Director

Date

**ORDINANCE 7994-2016**

***AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BELLEVILLE, ILLINOIS, ADOPTING THE SHOPLAND PLAZA BUSINESS DISTRICT PLAN; MAKING FINDINGS OF FACT WITH RESPECT TO SUCH AREA; DESIGNATING AND ESTABLISHING THE SHOPLAND PLAZA BUSINESS DISTRICT PURSUANT TO THE BUSINESS DISTRICT DEVELOPMENT AND REDEVELOPMENT LAW; AUTHORIZING THE IMPOSITION AND COLLECTION OF A SALES TAX WITHIN SUCH BUSINESS DISTRICT; PROVIDING FOR FURTHER AUTHORITY; ESTABLISHING AN EFFECTIVE DATE AND OTHER RELATED MATTERS***

**WHEREAS**, the City of Belleville, Illinois (the “**City**”) is a municipal corporation and political subdivision of the State of Illinois, duly created, organized and existing under and by virtue of the Constitution and laws of the State of Illinois; and,

**WHEREAS**, the City is authorized pursuant to the provisions of the Illinois Business District Development and Redevelopment Law, 65 ILCS 5/11-74.3-1 et seq. (the “**Law**”, or the “**Business District Law**”) to designate an area within its boundaries as a business district (“**Business District**”) for purposes of carrying out the development or redevelopment of such area pursuant to a business district plan; and,

**WHEREAS**, the City has caused a business district plan to be prepared by Economic Development Resources, L.L.C., dated November 2, 2016, entitled “*Shopland Plaza Business District, Business District Plan*” (the “**Business District Plan**”), which sets forth a plan for the development of an area which encompasses approximately seven acres, located southwest of the intersection of W. Main Street and Foley Drive, as described in **Exhibit A**, which is attached hereto and hereby incorporated as though fully stated herein; and,

**WHEREAS**, the City has caused the publication of notices of a public hearing to be held with respect to such Business District Plan on November 16, 2016 and on November 23, 2016 in the Belleville News Democrat, in accordance with the provisions of the Business District Law, and the City held a public hearing as provided in such notices with respect to such Business District Plan on December 5, 2016 at 7:00 p.m., at which members of the public were allowed to comment with respect to the provisions of such Business District Plan; and,

**WHEREAS**, the City now desires to designate and establish the Business District, to authorize the imposition and collection within the Business District of Business District Taxes (herein defined) and a Hotel Tax (herein defined) to pay for Business District Project Costs (herein defined), and make such other findings as necessary pursuant to the Business District Law.

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

**SECTION 1: Recitals.** The above recitals are incorporated herein as though fully set forth.

**SECTION 2: Definitions.** All capitalized terms used in this Ordinance shall be construed as defined in the Business District Law and the Business District Plan.

**SECTION 3: Findings.** The City hereby makes the following findings, as supported by the Business District Plan:

- (a) The Business District Plan constitutes a specific plan for a Business District in the City of Belleville, St. Clair County, Illinois;
- (b) The creation and development of the Business District, as more specifically described in the Business District Plan, will stimulate economic activity in the State, create and maintain jobs, increase tax revenue, encourage the creation of new and lasting infrastructure and other improvements and facilities, and cause the attraction and retention of businesses and commercial enterprises which generate economic activity and services and increase the general tax base;
- (c) The Business District Plan and the Business District conform with the existing Comprehensive Plan for the City; and,
- (d) The City's exercise of the powers provided in the Law is dedicated to the promotion of the public interest, to the enhancement of the tax base within the Business District, the City, the State of Illinois and its political subdivisions, the creation of employment, and the eradication of blight; and, the use of the powers for the creation and development of the Business District as provided in the Business District Plan is declared to be for the public safety, benefit and welfare of the residents of the State and essential to the public interest and declared to be for public purposes.

**SECTION 4: Approval of Shopland Plaza Business District Plan.** The Shopland Plaza Business District, Business District Plan is hereby approved in the form as filed with the City Clerk of the City on November 7, 2016, a copy of which is attached hereto as **Exhibit B** and incorporated herein by this reference.

**SECTION 5: Establishment of Shopland Plaza Business District.** The Shopland Plaza Business District is hereby designated and established pursuant to the Business District Plan and the Business District Law. The City Council shall have and possess, without limitation, such powers with respect to the Business District as authorized under the Business District Law and the Business District Plan.

**SECTION 6: Findings Related to the Business District.**

- (a) The City hereby finds the area included in the Business District to be a "*Blighted area*" as such term is used under the Business District Law based on the facts as set forth in the Business District Plan. The City shall have such additional powers under the Business District Law as a result of the Business District being a "Blighted area", including the power to impose a retailers' occupation tax, a service occupation tax and a hotel operators' occupation tax in the Business District for the development of the Business District and implementation of the Business District Plan.
- (b) The City hereby makes the following findings with respect to the Business District pursuant to the Business District Law:

- (i) the area to be designated as a Business District is contiguous;
  - (ii) the Business District includes only parcels of real property directly and substantially benefited by the Business District Plan;
  - (iii) the Business District, in its entirety, is located within the City limits of Belleville, Illinois;
  - (iv) the Business District is a Blighted area, that by reason of a combination of defective, non-existent or inadequate street layout, unsanitary or unsafe conditions, deterioration of site improvements and the existence of conditions which endanger life or property by fire or other causes, constitutes an economic and social liability, an economic underutilization of the area, and a menace to the public health, safety and welfare;
  - (v) the Business District, on the whole, has not been subject to growth and development through investment by private enterprises and would not reasonably be anticipated to be developed or redeveloped without the adoption of the Business District Plan; and,
  - (vi) the Business District Plan conforms to the Comprehensive Plan for the development of the municipality as a whole.
- (c) The City hereby finds that the Shopland Plaza Business District Plan includes the following:
- (i) a specific description of the boundaries of the proposed Business District, including a map illustrating the boundaries;
  - (ii) a general description of each project proposed to be undertaken within the Business District, including a description of the approximate location of each project and a description of any developer, user, or tenant of any property to be located or improved within the proposed Business District;
  - (iii) the name of the proposed Business District;
  - (iv) the estimated Business District Project Costs;
  - (v) the anticipated source of funds to pay Business District Project Costs;
  - (vi) the anticipated type and terms of any obligations to be issued; and,
  - (vii) the rate of any tax to be imposed pursuant to subsection (10) or (11) of Section 11-74.3-3 of the Business District Law and the period of time for which the tax shall be imposed.

**SECTION 7: Authorization and Imposition of Business District Taxes and Hotel Tax.**

- (a) A tax is hereby imposed upon all persons engaged in the business of selling tangible personal property, other than an item of tangible personal property titled or registered with an agency of this State's government, at retail within the boundaries of the Shopland Plaza Business District at the rate of One Percent (**1.0%**) of the gross receipts from such sales made in the course of such business while this Ordinance is in effect; and a tax is hereby imposed upon all persons engaged within the boundaries of the Shopland Plaza Business District in the business of making sales of service, at the rate of One Percent (**1.0%**) of the selling price of all tangible personal property transferred by such serviceman as an incident to a sale of service. This "Business District Retailers' Occupation Tax" and this "Business District Service Occupation Tax" (collectively, the "Business District Taxes") shall not be applicable to the sales of food for human consumption which is to be consumed off the premises where it is sold (other than alcoholic beverages, soft drinks, and food that has been prepared for immediate consumption) and prescription and non-prescription medicines, drugs, medical appliances, modifications to a motor vehicle for the purpose of rendering it usable by a disabled person, and insulin, urine testing materials, syringes and needles used by diabetics.

The imposition of these Business District Taxes is in accordance with the provisions of Subsections (b) and (c), respectively, of Section 11-74.3-6 of the Illinois Municipal Code (65 ILCS 5/11-74.3-6).

The proceeds of the Business District Taxes shall be deposited by the City into a special fund held by the City entitled the Shopland Plaza Business District Tax Allocation Fund.

The City Clerk shall file with the Department of Revenue of the State of Illinois, a certified copy of this Ordinance, including the boundaries of the Shopland Plaza Business District, and all other documents required by the Business District Law for the administration, collection and enforcement by the Department of these Business District Taxes.

- (b) A tax is hereby imposed upon all persons engaged in the business of renting, leasing, or letting rooms in a hotel, as defined in the Hotel Operators' Occupation Tax Act (the "Hotel Tax"), at a rate of One Percent (**1.0%**) of the gross rental receipts from the renting, leasing, or letting of hotel rooms within the boundaries of the Shopland Plaza Business District, excluding, however, from gross rental receipts the proceeds of renting, leasing, or letting to permanent residents of a hotel, as defined in the Hotel Operators Occupation' Tax Act.

The imposition of the Hotel Tax is in accordance with the provisions of Subsection (d) of Section 11-74.3-6 of the Illinois Municipal Code (65 ILCS 5/11-74.3-6).

The City shall administer, collect and enforce the Hotel Tax as provided in the Business District Law.

The proceeds of the Hotel Tax shall be deposited by the City into a special fund held by the City entitled the Shopland Plaza Business District Tax Allocation Fund.

- (c) The taxes hereby imposed under Subsection (a), and all civil penalties that may be assessed as an incident thereto, shall be collected and enforced by the Department of Revenue of the State of Illinois. The Department of Revenue shall have full power to administer and enforce the provisions of this Ordinance.
- (d) The City Clerk is hereby directed to file a certified copy of this Ordinance with the Illinois Department of Revenue on or before January 1, 2017.

**SECTION 8: Effective Date.**

- (a) Subsection (a) of Section 7 of this Ordinance shall take effect on the first day of July next following the adoption and filing of this Ordinance with the Department of Revenue, if filed on or before the preceding January 1<sup>st</sup>.

**SECTION 9:** If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Ordinance. All existing ordinances of the City of Belleville are hereby repealed insofar as they may be inconsistent with the provisions of this Ordinance.

**PASSED** by the City Council of the City of Belleville, Illinois, this 5th day of December 2016 on the following roll call vote:

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

\_\_\_\_\_  
MAYOR

ATTEST:

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

(SEAL)

## EXHIBIT A

### Shopland Plaza Business District

#### Legal Description

Part of Section 12 of Township 1 North, Range 9 West, of the 3rd Principal Meridian, St. Clair County, Illinois, (All references herein to "Parcel ID" refers to the Parcel Identification Number of Parcel(s) on file in the St. Clair County Court House, 10 Public Square, Belleville, Illinois), in the City of Belleville more particularly described as follows:

Beginning at the point of intersection with Northwesterly Right-of-Way Line of West Main Street and the Northwesterly Right-of-Way line of Foley Drive, also being the northeast corner of parcel ID 07010415006; thence Northeasterly to the Northeast Right-of-Way line of West Main Street; thence Southeasterly to a point on the Northeast Right-of-Way line of West Main Street being the intersection with the extension of the Southeast line of parcel ID 07120210050; thence Southwesterly along the Southeasterly line of said lot to the Northeast corner parcel ID 07120210049; thence continuing along the Southeasterly line of said parcel to the Southeast corner of said parcel; thence Southeasterly along the Northeasterly line of parcel ID 07120210054 to the Northeast corner of said lot; thence Southwesterly along the Southeast line of said parcel to the Southwest corner of said lot; thence to a point being the continuation of said line to its intersection with the Southwesterly Right-of-Way line of Foley Drive; thence Northwesterly along the Southwest Right-of-Way line of Foley Drive to the North corner of ID parcel 07120201001; thence Northeasterly along the Southeast line of parcel ID 07120117025 to the Northeast corner of said lot, also being on the Southwesterly Right-of-Way line of Foley Drive; thence Northwesterly along said Right-of-Way line to the North corner of parcel ID 07120117017; thence along the Southeasterly line of parcel ID 07120117012 to the Northeast corner of said lot; thence continuing along the same line to its intersection with the Northeasterly Right-of-Way line of Foley Drive, also being a point on the Southwest line of parcel ID 07010414007; thence continuing Southeasterly along the Northeast Right-of-Way line of Foley Drive to the Southeast corner of parcel ID 07010415006; thence Northeasterly along the Southeasterly line of said lot to the point of beginning.

## **EXHIBIT B**

### **Shopland Plaza Business District Business District Plan**

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AMENDING ARTICLE VII (TRAFFIC CODE),  
CHAPTER 75 (TRAFFIC SCHEDULES) OF THE REVISED  
ORDINANCES OF THE CITY OF BELLEVILLE, ILLINOIS AS  
AMENDED, BY AMENDING PORTIONS OF SECTIONS THEREOF**

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

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

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

**Section 1.** That Chapter 75 (Traffic Schedules), Schedule II (Through Streets, Stop and Yield Intersections), Section (C)(1) (Four-Way Stop Intersections) is hereby amended by adding the following four-way stop under Schedule II thereunder:

**SCHEDULE II: THROUGH STREETS, STOP AND YIELD INTERSECTIONS**

**Section (C)(1): Four-Way Stop Intersections**

North 9<sup>th</sup> Street                      and                      West E Street

**Section 3.** That conflicting Ordinances or pertinent portions thereof in force the time this takes effect are hereby repealed.

**Section 4.** Any person violating this Ordinance shall be subject to the penalties of Article VII (Traffic Code), Chapter 70 (General Provisions), Section 70.999 (Penalty).

**Section 5.** This Ordinance shall be in full force and effect from and after its passage, approval and publication, in pamphlet, all as provided by law.

**PASSED** by the City Council of the City of Belleville, Illinois, on this 5th day of December, 2016 on the following roll call vote:

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

**APPROVED** by the Mayor of the City of Belleville, Illinois this 6<sup>th</sup> day of December, 2016.

\_\_\_\_\_  
MAYOR

ATTEST:

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

**ORDINANCE NO. 7996-2016**

**A ZONING ORDINANCE IN RE CASE #40NOV16**  
**Torres Corporation**

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

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

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

**Whereas**, an application has been filed requesting a Special Use Permit for a liquor license at 4311 West Main Street (Parcel number: 08-18.0-212-029) located in a "C-2" Heavy Commercial Zoning District. (Applicable portion of zoning code: 60-6-50).

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

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

**Section 1.** That the application requesting a Special Use Permit for a liquor license at 4311 West Main Street (Parcel number: 08-18.0-212-029) located in a "C-2" Heavy Commercial Zoning District is hereby granted with the following stipulation: (Applicable portion of zoning code: 60-6-50)

1. In the name of the applicant only.

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

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

**PASSED** by the City Council of the City of Belleville, Illinois, on this \_\_\_\_\_ day of \_\_\_\_\_, 2016 on the following roll call vote:

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

APPROVED by the Mayor of the City of Belleville, Illinois this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
MAYOR

ATTEST:

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

**ORDINANCE NO. 7997-2016**

**A ZONING ORDINANCE IN RE CASE #39NOV16**  
**William Zink/City of Belleville**

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

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

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

**Whereas**, an application has been filed requesting to Rezone the property at 1020 Freeburg Avenue (Parcel number: 08-27.0-313-016) from "A-1" Single Family Residence District to "C-2" Heavy Commercial District. (Applicable portion of the Zoning Code: 60-6-1 through 60-6-7 and 60-6-47 through 60-6-52).

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

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

**Section 1.** That the application requesting to Rezone the property at 1020 Freeburg Avenue (Parcel number: 08-27.0-313-016) from "A-1" Single Family Residence District to "C-2" Heavy Commercial District is hereby granted. (Applicable portion of the Zoning Code: 60-6-1 through 60-6-7 and 60-6-47 through 60-6-52).

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

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

**PASSED** by the City Council of the City of Belleville, Illinois, on this \_\_\_\_\_ day of \_\_\_\_\_, 2016 on the following roll call vote:

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

APPROVED by the Mayor of the City of Belleville, Illinois this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
MAYOR

ATTEST:

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

SYS DATE:11/29/16

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

SYS TIME:16:46

DATE: 12/05/16

Monday December 05,2016

[NCS]  
PAGE 10

VENDOR #	NAME	DEPT.	AMOUNT
=====			
13	MOTOR FUEL TAX FUND		
4757	MORTON SALT, INC	13-00	28,025.63
666	MACLAIR ASPHALT COMPANY	13-00	3,042.39
EL001	ELECTRICO, INC.	13-00	918.05
	**TOTAL		----- 31,986.07
	13 MOTOR FUEL TAX FUND	GRAND TOTAL	31,986.07