



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

**CITY COUNCIL AGENDA  
CITY OF BELLEVILLE, IL  
OCTOBER 1, 2018  
AT 7:00 P.M.**

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

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

**2. ROLL CALL ALDERMEN**

**3. ROLL CALL DEPARTMENT HEADS**

**4. PLEDGE OF ALLEGIANCE**

4-A. Boy Scout Troop 11 will lead the Pledge of Allegiance.

**5. PUBLIC HEARING**

5-A. Petition for Annexation of 510 Schlueter Germaine Road (Parcel Nos. 13-10.0-200-024, 13-10.0-200-027).

**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 “Responsibility” willingness to be accountable for your own actions without blaming others.

7-B. Presentation of the IML video.

**8. APPROVAL OF MINUTES**

8-A. Motion to approve City Council Meeting Minutes of September 17, 2018.

**9. CLAIMS, PAYROLL AND DISBURSEMENTS**

9-A. Motion to approve claims and disbursements in the amount of **\$3,828,723.46** payroll in the amount of **\$859,629.40**.

**10. REPORTS**

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

11-A. MOTION FROM **FINANCE COMMITTEE**

11-A(1). Motion to approve entering into an agreement with Mesirow Insurance Services, Inc, an Alliant-owned company for brokerage services for Liability and Workmen's Compensation insurance coverage.

11-B. MOTIONS FROM **ORDINANCE AND LEGAL COMMITTEE**

11-B(1). Motion to amend Ordinance Title XV (Land Usage), Chapter 157 (Flood Plains), Section 157.10 (Protecting Buildings), and Chapter 162 (Zoning), Section 162.036 (Accessory Use Restrictions).

11-B(2). Motion to amend Ordinance Title XV (Land Usage), Chapter 151 (Electrical Code), Section 151.47 (Reciprocity).

11-B(3). Motion to amend Ordinance Title XI (Business Regulations), Chapter 113 (Special Sales; Personal Sales), Section 113.001 (Secondhand Dealers).

11-C. MOTIONS FROM **ADMINISTRATION**

- 11-C(1). Motion to approve City Hall elevator annual maintenance agreement with KONE in the amount of \$2,225.28.
- 11-C(2). Motion to approve City Hall HVAC systems annual maintenance agreement with Honeywell Building Solutions in the amount of \$20,465.80.
- 11-C(3). Motion to approve a contract with St. Clair County Trustee Payment Account to purchase the property 2510 East Main Street (Parcel No: 08-23-0-200-022) in the amount of \$789.25.

11-D. MOTION FROM **ECONOMIC DEVELOPMENT & ANNEXATION COMMITTEE**

- 11-D(1). Motion to approve Petition for Annexation of 510 Schlueter Germaine Road (13-10.0-200-024, 13-10.0-200-027).

12. COMMUNICATIONS

12-A. **SOUTH 5th STREET NEIGHBORHOOD BLOCK PARTY - 10/28/2018**

Request from South 5th Street Neighborhood to host a block party on October 28, 2018 from 4:00 - 8:00 p.m. Street closure request: South 5th Street from Van Buren to Polk 3:00pm to 9:00pm. Additional request of: barricades/trash cans/picnic tables.

12-B. **QUEEN OF PEACE-BLESSED SACRAMENT 5K 11/17/18**

Due to rain cancellation Queen of Peace and Blessed Sacrament request to change their 5k event to Saturday, November 17, 2018 from 9:00am to 10:30am. Rolling street closures along 5k route through Ogles Subdivision. Additional services requested: race in progress signs.

**13. PETITIONS**

**14. RESOLUTIONS**

**15. ORDINANCES**

15-A. **ORDINANCE 8252-2018**

An Ordinance Enacting and Adopting a Supplement to the Code of Ordinances for the City of Belleville, IL and Declaring an Emergency.

15-B. **ORDINANCE 8253-2018**

An Ordinance amending Title XV (Land Usage), Chapter 157 (Flood Plains), Section 147.10 (Protective Buildings) and Chapter 162 (Zoning), Section 162.036 (Accessory Use Restrictions) of the revised ordinances of the City of Belleville.

15-C. **ORDINANCE 8254-2018**

An Ordinance amending Title XV (Land Usage), Chapter 151 (Electrical Code), Section 151.47 (Reciprocity) of the revised ordinances of the City of Belleville, Illinois as amended, by amending portions of sections thereof.

15-D. **ORDINANCE 8255-2018**

An Ordinance amending Title XI (Business Regulations), Chapter 113 (Special Sales; Personal Sales), Section 113.001 (Secondhand Dealers) of the revised ordinances of the City of Belleville, Illinois as amended, by amending portions of sections thereof.

15-E. **ORDINANCE 8256-2018**

An Ordinance annexing certain territory owned by Carol J. Brauer, Keith A. Brauer, Craig D. Brauer, and Donna J. Wendel to the City of Belleville, Illinois.

**16. UNFINISHED BUSINESS**

**17. MISCELLANEOUS & NEW BUSINESS**

17-A. Motor Fuel Claims in the Amount of **\$7,537.20**.

**18. EXECUTIVE SESSION**

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

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

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

- (a) Members of the public may address the City Council in accordance with Section 2.06(g) of the Illinois Open Meetings Act (5 ILCS 120/2.06(g));
- (b) Public comments are limited to three (3) minutes per speaker;
- (c) The subject of public comments shall be reasonably related to matters(s) identified on the meeting agenda and/or other city business;
- (d) Repetitive public comments should be avoided, to the extent practical, through adoption of prior public comment (e.g. agreeing with prior speaker);
- (e) The following conduct is prohibited during public participation:
  - Acting or appearing in a lewd or disgraceful manner;
  - Using disparaging, obscene or insulting language;
  - Personal attacks impugning character and/or integrity;
  - Intimidation;
  - Disorderly conduct as defined in Section 130.02 of this revised code of ordinances.
- (f) Any speaker who engages in such prohibited conduct during public participation shall be called to order by the chair or ruling by the chair if a point of order is made by a sitting alderman.

Belleville News-Democrat



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Notice Publish Date:  
Thursday, September 13, 2018

**Notice Content**

NOTICE OF PUBLIC HEARING BEFORE THE ST. CLAIR COUNTY ZONING BOARD OF APPEALS RE: 2018- 20- SP Notice is hereby given that a public hearing will be held before the Zoning Board of Appeals of St. Clair County, Illinois, on Monday, October 1, 2018 at 7:30 P.M., in the County Board Room, 5th Floor, St. Clair County Building, # 10 Public Square, Belleville, Illinois, at which time and place the Board will consider the proposed variation to the County Zoning Ordinance as follows: To consider a request for a Special Use Permit to allow a 4 MW Solar Farm Energy System on 19. 80- acres in an " A" Agricultural Industry Zone District, on the following described property: Pt of the NW 1/4 of the NW 1/4 of Section 22, T. 1 S., R. 8 W., of the 3rd P. M., St. Clair County, Illinois containing 19. 80-acres more or less. Which is known as XXXX State Rte 159, Freeburg, Illinois, in Smithton Township Said request was made by LeChien & LeChien LTD/ Carol & Floyd Schlueter, 601 Obstweg Drive, Belleville, Illinois, Owners and St. Clair Solar 4 LLC, 1536 Wynkoop Street - Suite 400, Denver, Colorado, Applicants. All persons desiring to appear for or against said petition may appear at said hearing and be heard thereon. Dated this 13th day of August, 2018. ZONING BOARD OF APPEALS ST. CLAIR COUNTY, ILLINOIS BY: Anne Markezich, Secretary L-P1355561 (Sept. 13)

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**CITY OF BELLEVILLE, ILLINOIS  
CITY COUNCIL MEETING MINUTES  
COUNCIL CHAMBERS – CITY HALL  
SEPTEMBER 17, 2018 – 7:00 PM**

Mayor Mark Eckert called this meeting to order.

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

Mayor Eckert requested City Clerk Meyer to call roll. Members present on roll call: Alderman Hazel, Alderman Kinsella, Alderwoman Pusa, Alderman Randle, Alderman Tyler, Alderman Ovian, Alderwoman Schaefer, Alderman Dintelman, Alderman Gaa, Alderman Weygandt, Alderman Elmore, Alderman Wigginton and Alderman Barfield.

Alderman Buettner, Alderman Anthony, Alderwoman Stiehl are excused.

**ROLL CALL DEPARTMENT HEADS**

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

**PLEDGE**

Cub Scout Pack 2 - Webelos 1 from Douglas & Westhaven School; Den Leader is Erin Wittlich led the Pledge of Allegiance.

**PUBLIC HEARING**

None.

**PUBLIC PARTICIPATION**

**Stewart Lannert**

Belleville gave Lindenwood a piece of property on West Main Street where the hobby shop used to be. It seems like a business could have purchased the property. Belleville is giving Belleville \$150,000 annually for 20 years.

**PRESENTATIONS, RECOGNITIONS & APPOINTMENTS**

None.

**APPROVAL OF MINUTES**

Alderman Wigginton made a motion seconded by Alderwoman Schaefer to approve City Council Meeting Minutes - September 4, 2018.

All members voted aye.

**CLAIMS, PAYROLL, AND DISBURSEMENTS**

Alderwoman Schaefer made a motion seconded by Alderwoman Pusa to approve claims and disbursements in the amount of **\$2,661,045.87** and payroll in the amount of **\$860,261.73**.

Members voting aye on roll call: Hazel, Kinsella, Pusa, Randle, Tyler, Ovian, Schaefer, Dintelman, Gaa, Weygandt, Elmore, Wigginton, Barfield. (13)

**REPORTS**

None.

**ORAL REPORTS**

**PARKS BOARD**

Alderman Dintelman made a motion seconded by Alderman Gaa to approve Facility Use Agreement with Rowdies Rugby Club for use of Laderman Park, 1105 Mascoutah Avenue and Jaycee Park, 750 West "H" Street for field and light usage to operate their adult rugby program October 1, 2018 through September 30, 2020 for an annual fee of \$500.00.

Members voting aye on roll call: Kinsella, Pusa, Randle, Tyler, Ovian, Schaefer, Dintelman, Gaa, Weygandt, Elmore, Wigginton, Barfield, Hazel. (13)

**STREETS AND GRADES COMMITTEE**

Alderman Wigginton made a motion seconded by Alderwoman Schaefer to approve the apparent low bidder, Christ Bros., in the amount \$256,668.11 for the 2019 General Maintenance Asphalt Patch (TIF Funds).

Members voting aye on roll call: Pusa, Randle, Tyler, Schaefer, Dintelman, Gaa, Weygandt, Elmore, Wigginton, Barfield, Hazel, Kinsella. (12)

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

### **FINANCE COMMITTEE**

Alderman Kinsella made a motion seconded by Alderwoman Pusa to approve low bid of \$192,552.00 from Tri-Ford for six new police SUVs.

Members voting aye on roll call: Randle, Tyler, Ovian, Schaefer, Dintelman, Gaa, Weygandt, Elmore, Wigginton, Barfield, Hazel, Kinsella, Pusa. (13)

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Alderman Kinsella made a motion seconded by Alderwoman Schaefer to approve budget amendments as recommended by the finance director.

Members voting aye on roll call: Tyler, Ovian, Schaefer, Dintelman, Gaa, Weygandt, Elmore, Wigginton, Barfield, Hazel, Kinsella, Pusa, Randle. (13)

### **TRAFFIC COMMITTEE**

Alderman Ovian made a motion seconded by Alderman Tyler to approve to remove parking meters on North side of Harrison from 2nd to 3rd Street.

All members voted aye.

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Alderman Ovian made a motion seconded by Alderwoman Pusa to approve a yield sign at the corner of North 42nd and Oak (the yield sign will be placed on Oak Street).

All members voted aye.

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Alderman Ovian made a motion seconded by Alderman Gaa to approve a handicap sign in front of 203 Abend Street.

All members voted aye.

### **ADMINISTRATION**

Alderman Dintelman made a motion seconded by Alderman Kinsella to approve NASPO Value Point Master Price Agreement for public safety wireless services with Verizon Wireless.

Members voting aye on roll call: Ovian, Schaefer, Dintelman, Gaa, Weygandt, Elmore, Wigginton, Barfield, Hazel, Kinsella, Pusa, Randle, Tyler. (13)

### **BOARD OF FIRE AND POLICE COMMISSION**

Alderman Wigginton made a motion seconded by Alderwoman Schaefer to promote Master Sergeant Todd Keilbach to Lieutenant, effective Tuesday, September 18, 2018 at 12:01 a.m.

Members voting aye on roll call: Schaefer, Dintelman, Gaa, Weygandt, Elmore, Wigginton, Barfield, Hazel, Kinsella, Pusa, Randle, Tyler, Ovian. (13)

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Alderwoman Pusa made a motion seconded by Alderman Hazel to promote Officer Robert Rust to Sergeant, effective Tuesday, September 18, 2018 at 12:01 a.m.

Members voting aye on roll call: Dintelman, Gaa, Weygandt, Elmore, Wigginton, Barfield, Hazel, Kinsella, Pusa, Randle, Tyler, Schaefer. (13)

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Alderwoman Schaefer made a motion seconded by Alderman Ovian to promote Officer Shane Brown to Sergeant, effective Tuesday, September 18, 2018 at 12:01 a.m.

Members voting aye on roll call: Gaa, Weygandt, Elmore, Wigginton, Barfield, Hazel, Kinsella, Pusa, Randle, Tyler, Schaefer, Dintelman. (13)

### **COMMUNICATIONS**

Alderwoman Schaefer made a motion seconded by Alderman Wigginton to approve the below communications:

- **October Dog Stroll Thru Historic District - 10/7/2018**  
Request to accept the amended route for the Dog Stroll thru Historic District from the Belleville Animal Clinic/Belleville Historical Society/St. Clair County Animal Control Sunday, October 7, 2018, 12:00pm to 3:00pm. No street closures.
- **Lindenwood and Neighborhood Block Party - 09/29/2018**  
Communication from Lindenwood and neighbors of West "A" Street, and S 27th Street to host a block party with the Lindenwood students Saturday, September 29, 2018, 10:00am to 12:00pm. No street closure. Event held on Lindenwood Property. Additional request of barricades, 10 picnic tables and 5 trash toters.
- **Midwestern Wood Carvers Show - 11/2/2018 to 11/4/2018**  
Request from Belleville Wood Carvers Club to hang a banner on North Illinois Street for the Annual Midwestern Wood Carvers Show.

All members voted aye.

**PETITIONS**

None.

**RESOLUTIONS**

Alderman Wigginton made a motion seconded by Alderwoman Schaefer to read by title only and as a group Resolutions 3338 and 3339.

All members voted aye.

Alderman Wigginton made a motion seconded by Alderwoman Schaefer to approve the following Resolutions:

- **RESOLUTION 3338**  
A Resolution amending the annual budget of the City of Belleville, Illinois for the fiscal year beginning on the first day of May 2018, and ending on the 30th day of April, 2019. (line item transfer)
- **RESOLUTION 3339**  
A Resolution amending the annual budget of the City of Belleville, Illinois for the fiscal year beginning on the first day of May 2018, and ending on the 30th day of April, 2019. (supplemental budget amendment)

Members voting aye on roll call: Weygandt, Elmore, Wigginton, Barfield, Hazel, Kinsella, Pusa, Randle, Tyler, Schaefer, Dintelman, Gaa. (13)

**ORDINANCES**

Alderwoman Pusa made a motion seconded by Alderman Hazel to read by Title Only and as a group Ordinances 8248-2018, 8249-2018, 8250-2018, 8251.

All members voted aye.

Alderwoman Pusa made a motion seconded by Alderwoman Schaefer to approve the following Ordinances:

- **ORDINANCE 8248-2018**  
An Ordinance amending Chapter 76 (Traffic Schedules) of the revised ordinances of the City of Belleville, Illinois as amended, by amending portions of sections thereof.
- **ORDINANCE 8249-2018**  
An Ordinance amending Chapter 75 (Traffic Schedules) of the revised ordinances of the City of Belleville, Illinois as amended, by amending portions of sections thereof

- **ORDINANCE 8250-2018**  
An Ordinance amending Chapter 76 (Traffic Schedules) of the revised ordinances of the City of Belleville, Illinois as amended, by amending portions of sections thereof.
- **ORDINANCE 8251-2018**  
A Zoning Ordinance In Re: Case 50-AUG-18 Keller Trucking - On the Road, LLC.

Members voting aye on roll call: Elmore, Wigginton, Barfield, Hazel, Kinsella, Pusa, Randle, Tyler, Schaefer, Dintelman, Gaa, Weygandt. (13)

### **UNFINISHED BUSINESS**

None.

### **MISCELLANEOUS & NEW BUSINESS**

Alderman Hazel made a motion seconded by Alderwoman Schaefer to approve Motor Fuel Claims in the Amount of **\$163,898.89**.

Members voting aye on roll call: Wigginton, Barfield, Hazel, Kinsella, Pusa, Randle, Tyler, Schaefer, Dintelman, Gaa, Weygandt, Elmore. (13)

### **EXECUTIVE SESSION**

None.

### **ADJOURNMENT**

Alderman Tyler made a motion seconded by Alderman Dintelman to adjourn at 7:23 pm.

All members voted aye.

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Jennifer Gain Meyer, City Clerk

**CITY OF BELLEVILLE PAYMENT SUMMARY  
COUNCIL MEETING - OCTOBER 1, 2018**

**GENERAL FUND**

50 - Administration	\$107,456.58
51 - Police	\$130,669.81
52 - Fire	\$90,004.50
53 - Streets	\$30,591.28
54 - Parks	\$19,045.91
55 - Cemetery	\$2,793.96
56 - Hlth/Sanitation	\$54,927.86
60 - Legal	\$5.75
61 - Health & Housing	\$26,093.19
62 - Economic Planning & Dev	\$4,535.94
82 - Mayor	\$4,717.57
83 - Finance	\$3,587.99
84 - Human Resources	\$1,719.20
85 - Clerk	\$4,008.97
86 - Treasurer	\$3,948.00
87 - Maintenance	\$13,300.84
88 - Engineering	\$3,979.84
<b>GENERAL FUND TOTAL</b>	<u>\$501,387.19</u>

**SEWER OPERATIONS**

00 - Operation & Maint.	\$378,500.00
75 - Collections	\$24,462.13
77 - Lines	\$30,427.02
78 - Plant	\$73,088.02
<b>SEWER TOTAL</b>	<u>\$506,477.17</u>

02 - Parks Projects	\$16,000.00
03 - Insurance Fund	\$342,865.35
04 - Library	\$67,947.18
07 - Park/Rec	\$251,161.84
12 - General & Community Assistance	\$4,383.15
13 - Motor Fuel Tax Fund	\$7,537.20
22 - Sewer Repair & Replacement	\$164,679.55
24 - Sewer Const.	\$341,898.59
25 - Sewer Bond & Interest	\$347,265.15
30 - SSA	\$16,368.32
31 - Working Cash Fund	\$96,000.00
32 - Library Gift Endowment	\$5,000.00
38 - TIF 3	\$447,962.42
44 - Belleville Illinois Tourism	\$34.18
52 - Tif 10 Lower Richland Creek	\$180,000.00
53 - TIF 11 Ind Job Recovery	\$12,500.00
54 - TIF 12 Sherman St	\$50,000.00
55 - TIF 13 Drake Road	\$16,000.00
56 - TIF 14 Route 15 East	\$32,000.00
58 - TIF 16 Route 15 West Corridor	\$85,129.56
59 - Special Service Areas Reserve Acc	\$35,000.00
60 - SSA Bond I&S	\$32,000.00
64 - 2011 TIF BOND I & S	\$40,000.00
67 - 2005 Bond Fund I&S	\$209,000.00
75 - TIF 17 E Main Street	\$931.11
76 - TIF 18 Scheel St	\$16,000.00
79 - TIF 21 BelleValley/Phase 2	\$3,195.50
<b>ALL FUNDS TOTAL</b>	<u><u>\$3,828,723.46</u></u>

VENDOR #	NAME	DEPT.	AMOUNT
01 GENERAL FUND			
551	ADMINISTRATION ILLINOIS AMERICAN WATER	01-50	29.90
	**TOTAL ADMINISTRATION		29.90
HO034	PARKS DEPARTMENT HOME DEPOT CREDIT SERVICES	01-54	651.49
	**TOTAL PARKS DEPARTMENT		651.49
HO034	MAINTENANCE HOME DEPOT CREDIT SERVICES	01-87	69.10
	**TOTAL MAINTENANCE		69.10
	01 GENERAL FUND	GRAND TOTAL	750.49

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CITY OF BELLEVILLE  
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VENDOR #	NAME	DEPT.	AMOUNT
=====			
02	PARKS PROJECT FUND		
FC001	FCB BANKS	02-00	16,000.00
	**TOTAL		----- 16,000.00
	02 PARKS PROJECT FUND	GRAND TOTAL	16,000.00

VENDOR #	NAME	DEPT.	AMOUNT
04 LIBRARY			
176	BARCOM SECURITY	04-00	3,368.66
4356	HONEYWELL INTERNATIONAL INC	04-00	1,241.10
5385	INGRAM LIBRARY SERVICES	04-00	4,994.42
5808	JERSEYVILLE PUBLIC LIBRARY	04-00	15.99
6651	PETTY CASH-LIBRARY	04-00	298.86
AN006	ANDERSON PEST SOLUTIONS	04-00	223.00
CE018	GALE/CENGAGE LEARNING	04-00	1,192.41
CE030	CENTRALIA REGIONAL LIBRARY DISTRI	04-00	24.95
CH061	CHARLESTON CARNEGIE PUBLIC LIBRAR	04-00	27.00
CL053	CLEARWAVE COMMUNICATIONS	04-00	2,369.65
DE070	DEUTSCHMANN, RODNEY	04-00	40.00
FC001	FCB BANKS	04-00	24,000.00
FR047	FRANK BERTETTI BENLD PUBLIC LIBRA	04-00	28.00
GO035	GOLDEN IMAGES LLC	04-00	5,956.88
IN043	INTERACTIVE SCIENCES, INC	04-00	375.00
LA094	LAKE LAND COLLEGE LIBRARY	04-00	17.25
MI000	MIDWEST TAPE	04-00	1,152.09
MY003	MYERS, SARA	04-00	167.00
QU006	QUILL CORPORATION	04-00	758.94
TE026	TECSRV	04-00	162.00
TM002	T-MOBILE	04-00	1,589.12
TO026	TODAY'S BUSINESS SOLUTIONS INC	04-00	419.17
US015	US SIGNAL COMPANY, LLC	04-00	3,532.90
WA089	WATTS COPY SYSTEM, INC	04-00	743.34
	**TOTAL		52,697.73
04 LIBRARY		GRAND TOTAL	52,697.73

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VENDOR #	NAME	DEPT.	AMOUNT
=====			
07	PLAYGROUND AND RECREATION		
FC001	FCB BANKS	07-00	241,000.00
	**TOTAL		<u>241,000.00</u>
	07 PLAYGROUND AND RECREATION	GRAND TOTAL	241,000.00

VENDOR #	NAME	DEPT.	AMOUNT
=====			
12	GENERAL & COMMUNITY ASSISTANCE		
1194	DANDELL PROPERTY MANAGEMENT	12-00	9.49
AM059	AMEREN ILLINOIS	12-00	822.05
AT011	AT & T	12-00	35.18
CI031	CITY OF BELLEVILLE	12-00	30.66
GE036	GEICO INSURANCE	12-00	172.64
IL088	ILLINOIS AMERICAN WATER	12-00	81.53
ME081	METRO PCS	12-00	65.00
WI138	WILLIAMSBURG APARTMENTS	12-00	245.00
	**TOTAL		----- 1,461.55
12	GENERAL & COMMUNITY ASSISTANCE	GRAND TOTAL	1,461.55

VENDOR #	NAME	DEPT.	AMOUNT
=====			
21	SEWER OPERATION & MAINTENANCE		
FC001	FCB BANKS	21-00	178,500.00
RE076	RELIANCE BANK	21-00	200,000.00
	**TOTAL		378,500.00
	SEWER LINES		
HO034	HOME DEPOT CREDIT SERVICES	21-77	177.82
	**TOTAL SEWER LINES		177.82
	SEWER PLANT		
551	ILLINOIS AMERICAN WATER	21-78	175.30
8056	SPRINT	21-78	22.36
HO034	HOME DEPOT CREDIT SERVICES	21-78	287.73
	**TOTAL SEWER PLANT		485.39
21	SEWER OPERATION & MAINTENANCE	GRAND TOTAL	379,163.21

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VENDOR #	NAME	DEPT.	AMOUNT
=====			
22	SEWER REPAIR & REPLACEMENT FUND		
FC001	FCB BANKS	22-00	160,000.00
	**TOTAL		<u>160,000.00</u>
22 SEWER REPAIR & REPLACEMENT FUND GRAND TOTAL			160,000.00

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VENDOR #	NAME	DEPT.	AMOUNT
24 SEWER CONSTRUCTION FUND			
FC001	FCB BANKS	24-00	200,000.00
	**TOTAL		200,000.00
	24 SEWER CONSTRUCTION FUND	GRAND TOTAL	200,000.00

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VENDOR #	NAME	DEPT.	AMOUNT
=====			
25	SEWER BOND AND INTEREST FUND		
FC001	FCB BANKS	25-00	241,000.00
	**TOTAL		<u>241,000.00</u>
	25 SEWER BOND AND INTEREST FUND	GRAND TOTAL	241,000.00

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VENDOR #	NAME	DEPT.	AMOUNT
30	SPECIAL SERVICE AREA		
FC001	FCB BANKS	30-00	16,000.00
	**TOTAL		16,000.00
	30 SPECIAL SERVICE AREA	GRAND TOTAL	16,000.00

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VENDOR #	NAME	DEPT.	AMOUNT
31	WORKING CASH FUND		
FC001	FCB BANKS	31-00	96,000.00
	**TOTAL		96,000.00
	31 WORKING CASH FUND	GRAND TOTAL	96,000.00

VENDOR #	NAME	DEPT.	AMOUNT
=====			
32	LIBRARY - GIFT ENDOWMENT		
FC001	FCB BANKS	32-00	5,000.00
	**TOTAL		----- 5,000.00
	32 LIBRARY - GIFT ENDOWMENT	GRAND TOTAL	5,000.00

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VENDOR #	NAME	DEPT.	AMOUNT
=====			
38	TIF 3 (CITY OF BELLEVILLE)		
FC001	FCB BANKS	38-00	200,000.00
	**TOTAL		<u>200,000.00</u>
	38 TIF 3 (CITY OF BELLEVILLE)	GRAND TOTAL	200,000.00

VENDOR #	NAME	DEPT.	AMOUNT
=====			
52	TIF 10 (LOWER RICHLAND CREEK)		
FC001	FCB BANKS	52-00	180,000.00
	**TOTAL		<u>180,000.00</u>
	52 TIF 10 (LOWER RICHLAND CREEK)	GRAND TOTAL	180,000.00

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VENDOR #	NAME	DEPT.	AMOUNT
53	TIF 11 (INDUSTRIAL JOB RECOVERY)		
FC001	FCB BANKS	53-00	12,500.00
	**TOTAL		12,500.00
	53 TIF 11 (INDUSTRIAL JOB RECOVERY)GRAND TOTAL		12,500.00

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VENDOR #	NAME	DEPT.	AMOUNT
=====			
54	TIF 12 (SHERMAN STREET)		
FC001	FCB BANKS	54-00	50,000.00
	**TOTAL		----- 50,000.00
	54 TIF 12 (SHERMAN STREET)	GRAND TOTAL	50,000.00

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VENDOR #	NAME	DEPT.	AMOUNT
55	TIF 13 (DRAKE ROAD)		
FC001	FCB BANKS	55-00	16,000.00
	**TOTAL		16,000.00
	55 TIF 13 (DRAKE ROAD)	GRAND TOTAL	16,000.00

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VENDOR #	NAME	DEPT.	AMOUNT
56	TIF 14 (ROUTE 15 EAST)		
FC001	FCB BANKS	56-00	32,000.00
	**TOTAL		32,000.00
	56 TIF 14 (ROUTE 15 EAST)	GRAND TOTAL	32,000.00

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VENDOR #	NAME	DEPT.	AMOUNT
59	SPECIAL SERVICE AREA RESERVE ACC		
FC001	FCB BANKS	59-00	35,000.00
	**TOTAL		35,000.00
	59 SPECIAL SERVICE AREA RESERVE ACCGRAND TOTAL		35,000.00

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VENDOR #	NAME	DEPT.	AMOUNT
=====			
60	SPECIAL SERVICE AREA BONDS, I&S		
FC001	FCB BANKS	60-00	32,000.00
	**TOTAL		----- 32,000.00
	60 SPECIAL SERVICE AREA BONDS, I&S GRAND TOTAL		32,000.00

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VENDOR #	NAME	DEPT.	AMOUNT
64	2011 TIF BONDS I & S		
FC001	FCB BANKS	64-00	40,000.00
	**TOTAL		40,000.00
	64 2011 TIF BONDS I & S	GRAND TOTAL	40,000.00

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VENDOR #	NAME	DEPT.	AMOUNT
67	2011 Bond Fund I & S		
FC001	FCB BANKS	67-00	209,000.00
	**TOTAL		209,000.00
	67 2011 Bond Fund I & S	GRAND TOTAL	209,000.00

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VENDOR #	NAME	DEPT.	AMOUNT
=====			
76 TIF 18	(SCHEEL STREET)		
FC001	FCB BANKS	76-00	16,000.00
	**TOTAL		<u>16,000.00</u>
	76 TIF 18 (SCHEEL STREET)	GRAND TOTAL	16,000.00
	GRAND TOTAL FOR ALL FUNDS:		2,231,572.98
	TOTAL FOR REGULAR CHECKS:		2,227,200.02
	TOTAL FOR DIRECT PAY VENDORS:		<u>4,372.96</u>

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VENDOR #	NAME	DEPT.	AMOUNT
=====			
01	GENERAL FUND		
	FIRE DEPARTMENT		
AT010	AT & T LONG DISTANCE	01-52	11.49
	**TOTAL FIRE DEPARTMENT		----- 11.49
	01 GENERAL FUND	GRAND TOTAL	11.49

VENDOR #	NAME	DEPT.	AMOUNT
=====			
12 GENERAL & COMMUNITY ASSISTANCE			
5842	ST CLAIR COUNTY TRANSIT DISTRICT	12-00	834.00
AL052	ALLSTATE	12-00	132.26
AM059	AMEREN ILLINOIS	12-00	324.54
DT002	DTLA ENTERPRISES, LLC	12-00	245.00
EP001	EPL HOLDINGS, LLC	12-00	245.00
LI005	LINC, INC	12-00	70.00
ME081	METRO PCS	12-00	53.00
PA098	PARGIN, AIMEE	12-00	25.50
WU006	WUEBBELS, ARLEEN	12-00	245.00
	**TOTAL		----- 2,174.30
	12 GENERAL & COMMUNITY ASSISTANCE	GRAND TOTAL	2,174.30
	GRAND TOTAL FOR ALL FUNDS:		2,185.79
	TOTAL FOR REGULAR CHECKS:		2,185.79

VENDOR #	NAME	DEPT.	AMOUNT
=====			
01	GENERAL FUND		
ADMINISTRATION			
1112	WATTS COPY SYSTEM, INC.	01-50	778.49
2102	AMEREN ILLINOIS	01-50	39,099.60
402	EGYPTIAN WORKSPACE PARTNERS	01-50	68.99
4902	AT & T	01-50	288.66
5205	PASS SECURITY	01-50	1,636.70
551	ILLINOIS AMERICAN WATER	01-50	774.15
5987	ILLINOIS STATE POLICE, DIV OF ADM	01-50	54.00
7473	ST CLAIR COUNTY TRUSTEE-PAYMENT A	01-50	789.25
7827	PETTY CASH-TREASURER	01-50	145.00
AD022	ADVANTICA	01-50	830.01
CI008	CITY OF BELLEVILLE	01-50	47,280.03
DE064	ADVANTICA	01-50	121.12
ES002	ADVANTICA	01-50	6,089.81
OF004	OFFICE DEPOT	01-50	1,021.60
ST162	STANDARD INSURANCE COMPANY	01-50	613.40
WI097	WINDSTREAM COMMUNICATIONS	01-50	7,835.87
**TOTAL ADMINISTRATION			107,426.68
POLICE DEPARTMENT			
1112	WATTS COPY SYSTEM, INC.	01-51	779.95
159	AUFFENBERG FORD LINCOLN MERCURY	01-51	125.00
3430	FIRESTONE CAR CENTER	01-51	615.92
3728	DOBBS AUTO CENTERS, INC.	01-51	422.22
402	EGYPTIAN WORKSPACE PARTNERS	01-51	103.28
4162	SOUTHERN ILLINOIS POLICE CHIEFS A	01-51	400.00
6354	AUTO ACCENTS	01-51	295.00
6880	ST CLAIR COUNTY TREASURER	01-51	33.74
8130	TESCHENDORF, ALAN D	01-51	250.00
AB015	ABRA AUTO BODY & GLASS	01-51	362.00
AD022	ADVANTICA	01-51	863.33
AU014	AUTO IMAGE DETAILING & STORAGE	01-51	150.00
AX001	AXON ENTERPRISE, INC	01-51	4,760.00
CH030	CHARTER COMMUNICATIONS	01-51	186.77
CI008	CITY OF BELLEVILLE	01-51	92,867.16
CI028	CINTAS FIRE 636525	01-51	58.82
DY004	DYNAMIC CONTROLS, INC	01-51	425.00
ES002	ADVANTICA	01-51	6,311.01
FA002	FASTENAL COMPANY	01-51	16.47
FA026	FACTORY MOTOR PARTS CO	01-51	1,885.80
HA006	HARDEE'S RESTAURANT INC	01-51	121.66
HU069	HUELS OIL COMPANY	01-51	10,607.44
IL008	TECHNOLOGY MANAGEMENT REVOLVING F	01-51	2,397.64
IL062	ILMO PRODUCTS COMPANY	01-51	99.00
NI016	NITV FEDERAL SERVICES, LLC	01-51	1,140.00
OR001	O'REILLY AUTO PARTS	01-51	830.96
SO032	SOS TECHNOLOGIES	01-51	137.95
ST162	STANDARD INSURANCE COMPANY	01-51	546.25
ST197	ST LOUIS UNIVERSITY SCHOOL OF MED	01-51	1,700.00

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

01 GENERAL FUND

POLICE DEPARTMENT

UN027	UNIFIRST CORPORATION	01-51	27.52
WE022	WEIR WHOLESALE PARTS, LLC	01-51	2,149.92

\*\*TOTAL POLICE DEPARTMENT 130,669.81

FIRE DEPARTMENT

1112	WATTS COPY SYSTEM, INC.	01-52	283.19
182	BANNER FIRE EQUIPMENT INC	01-52	124.72
2375	NEW PIG CORPORATION	01-52	1,114.46
277	CAMPER EXCHANGE, INC.	01-52	249.95
3445	DAVE SCHMIDT TRUCK SERVICE	01-52	6,498.94
4902	AT & T	01-52	139.78
515	HOME-BRITE ACE HARDWARE	01-52	9.99
726	CLEAN UNIFORM COMPANY	01-52	179.11
731	MOTOROLA SOLUTIONS INC	01-52	135.00
834	QUALITY RENTAL CENTER	01-52	78.75
AD022	ADVANTICA	01-52	714.03
BI034	BIERMANN, KYLE	01-52	212.22
CH030	CHARTER COMMUNICATIONS	01-52	179.99
CI008	CITY OF BELLEVILLE	01-52	69,606.30
ES002	ADVANTICA	01-52	5,207.13
GA011	GARNICA, JESSE	01-52	134.91
HU069	HUELS OIL COMPANY	01-52	4,495.01
OR001	O'REILLY AUTO PARTS	01-52	17.78
ST162	STANDARD INSURANCE COMPANY	01-52	362.25
TU022	TUTZA, KARI	01-52	249.50

\*\*TOTAL FIRE DEPARTMENT 89,993.01

STREETS

1112	WATTS COPY SYSTEM, INC.	01-53	186.22
2435	GATEWAY INDUSTRIAL POWER	01-53	180.00
277	CAMPER EXCHANGE, INC.	01-53	52.78
3445	DAVE SCHMIDT TRUCK SERVICE	01-53	278.07
393	DUTCH HOLLOW JANITORIAL SUPPLIES	01-53	526.14
402	EGYPTIAN WORKSPACE PARTNERS	01-53	57.70
413	ERB TURF EQUIPMENT, INC.	01-53	735.34
515	HOME-BRITE ACE HARDWARE	01-53	139.33
AD022	ADVANTICA	01-53	176.65
AR002	ARROW TERMINAL LLC	01-53	215.10
CH030	CHARTER COMMUNICATIONS	01-53	148.45
CI008	CITY OF BELLEVILLE	01-53	18,821.26
CJ001	C J GOODALL TIRE CO, INC	01-53	210.00
ES002	ADVANTICA	01-53	1,314.42
HU069	HUELS OIL COMPANY	01-53	5,257.04
KI006	KIMBALL MIDWEST	01-53	58.35
OR001	O'REILLY AUTO PARTS	01-53	1.31
RE058	REGIONS BANK	01-53	61.42
ST162	STANDARD INSURANCE COMPANY	01-53	97.75

VENDOR #	NAME	DEPT.	AMOUNT
01 GENERAL FUND			
STREETS			
UN027	UNIFIRST CORPORATION	01-53	293.83
WA066	WARNING LITES OF SOUTHERN ILLINOI	01-53	1,780.12
**TOTAL STREETS			30,591.28
PARKS DEPARTMENT			
1112	WATTS COPY SYSTEM, INC.	01-54	432.70
2102	AMEREN ILLINOIS	01-54	3,815.83
272	BUSTER'S TIRE MART	01-54	39.90
393	DUTCH HOLLOW JANITORIAL SUPPLIES	01-54	140.91
403	EFFINGER'S GARDEN CENTER	01-54	33.98
4902	AT & T	01-54	231.08
515	HOME-BRITE ACE HARDWARE	01-54	113.14
551	ILLINOIS AMERICAN WATER	01-54	21.06
5575	PRAXAIR DISTRIBUTION, INC.	01-54	83.12
834	QUALITY RENTAL CENTER	01-54	727.71
AD022	ADVANTICA	01-54	62.80
CI008	CITY OF BELLEVILLE	01-54	6,839.89
DD002	D&D TIRE SERVICE LLC	01-54	1,292.50
DI036	DISCOVERY	01-54	71.30
ES002	ADVANTICA	01-54	456.72
HU069	HUELS OIL COMPANY	01-54	3,110.04
JO048	JOHNNY ON THE SPOT 347	01-54	334.00
LA029	LANXON, SCOTT	01-54	22.06
RE058	REGIONS BANK	01-54	346.00
ST009	ST CLAIR SERVICE COMPANY	01-54	39.40
ST162	STANDARD INSURANCE COMPANY	01-54	34.50
UN027	UNIFIRST CORPORATION	01-54	145.78
**TOTAL PARKS DEPARTMENT			18,394.42
CEMETERY DEPARTMENT			
157	ATLAS ALARM CO., INC.	01-55	90.00
707	MIDWESTERN PROPANE GAS CO	01-55	284.75
AD022	ADVANTICA	01-55	16.07
CI008	CITY OF BELLEVILLE	01-55	1,218.42
DD002	D&D TIRE SERVICE LLC	01-55	112.00
ES002	ADVANTICA	01-55	121.12
HU069	HUELS OIL COMPANY	01-55	847.60
ST162	STANDARD INSURANCE COMPANY	01-55	11.50
UN027	UNIFIRST CORPORATION	01-55	92.50
**TOTAL CEMETERY DEPARTMENT			2,793.96
HEALTH & SANITATION			
1112	WATTS COPY SYSTEM, INC.	01-56	26.32
272	BUSTER'S TIRE MART	01-56	8,148.64
3445	DAVE SCHMIDT TRUCK SERVICE	01-56	6,095.21
7827	PETTY CASH-TREASURER	01-56	236.00

VENDOR #	NAME	DEPT.	AMOUNT
=====			
01	GENERAL FUND		
HEALTH & SANITATION			
884	ST CLAIR COUNTY RECORDER OF DEEDS	01-56	585.00
AD022	ADVANTICA	01-56	133.74
AR002	ARROW TERMINAL LLC	01-56	111.40
CI008	CITY OF BELLEVILLE	01-56	15,218.98
DE006	COOPER COLOR INC	01-56	54.49
EL030	ELLIOTT EQUIPMENT CO	01-56	1,310.00
ES002	ADVANTICA	01-56	989.49
FA002	FASTENAL COMPANY	01-56	24.13
G0005	GOODALL TRUCK TESTING	01-56	82.00
HU069	HUELS OIL COMPANY	01-56	6,569.02
RE072	REPUBLIC SERVICES RECYCLING-SOUTH	01-56	8,922.98
ST043	ST LOUIS COMPOSTING INC	01-56	5,930.00
ST162	STANDARD INSURANCE COMPANY	01-56	80.50
UN027	UNIFIRST CORPORATION	01-56	409.96
**TOTAL HEALTH & SANITATION			54,927.86
LEGAL DEPARTMENT			
ST162	STANDARD INSURANCE COMPANY	01-60	5.75
**TOTAL LEGAL DEPARTMENT			5.75
HEALTH & HOUSING			
1112	WATTS COPY SYSTEM, INC.	01-61	355.57
272	BUSTER'S TIRE MART	01-61	19.00
402	EGYPTIAN WORKSPACE PARTNERS	01-61	36.39
7103	WAL-MART	01-61	89.64
7911	PROFESSIONAL TITLE INS & ESCROW	01-61	35.00
AD022	ADVANTICA	01-61	133.75
CI008	CITY OF BELLEVILLE	01-61	9,521.03
ES002	ADVANTICA	01-61	985.55
FP001	FP MAILING SOLUTIONS	01-61	150.00
HU069	HUELS OIL COMPANY	01-61	854.26
SS001	S SHAFER EXCAVATING, INC	01-61	13,844.00
ST162	STANDARD INSURANCE COMPANY	01-61	69.00
**TOTAL HEALTH & HOUSING			26,093.19
PLANNING & ECONOMIC DEVELOPMENT			
759	BELLEVILLE NEWS DEMOCRAT	01-62	378.78
AD022	ADVANTICA	01-62	39.38
CI008	CITY OF BELLEVILLE	01-62	3,808.46
ES002	ADVANTICA	01-62	286.32
ST162	STANDARD INSURANCE COMPANY	01-62	23.00
**TOTAL PLANNING & ECONOMIC DEVELOPMENT			4,535.94
MAYOR			
AD022	ADVANTICA	01-82	40.12

VENDOR #	NAME	DEPT.	AMOUNT
01 GENERAL FUND			
MAYOR			
CI008	CITY OF BELLEVILLE	01-82	4,249.85
ES002	ADVANTICA	01-82	291.88
HU069	HUELS OIL COMPANY	01-82	118.47
ST162	STANDARD INSURANCE COMPANY	01-82	17.25
**TOTAL MAYOR			4,717.57
FINANCE			
402	EGYPTIAN WORKSPACE PARTNERS	01-83	166.97
AD022	ADVANTICA	01-83	32.77
CI008	CITY OF BELLEVILLE	01-83	3,122.65
ES002	ADVANTICA	01-83	242.60
ST162	STANDARD INSURANCE COMPANY	01-83	23.00
**TOTAL FINANCE			3,587.99
HUMAN RESOURCES/COMMUNITY DEV			
1112	WATTS COPY SYSTEM, INC.	01-84	175.44
7452	MIDWEST OCCUPATIONAL MEDICINE	01-84	225.00
AD022	ADVANTICA	01-84	10.72
CI008	CITY OF BELLEVILLE	01-84	1,218.42
ES002	ADVANTICA	01-84	78.12
ST162	STANDARD INSURANCE COMPANY	01-84	11.50
**TOTAL HUMAN RESOURCES/COMMUNITY DEV			1,719.20
CLERKS			
402	EGYPTIAN WORKSPACE PARTNERS	01-85	22.70
AD022	ADVANTICA	01-85	32.14
CI008	CITY OF BELLEVILLE	01-85	3,160.89
ES002	ADVANTICA	01-85	242.24
FR042	FREEBURG PRINTING & PUBLISHING, I	01-85	528.00
ST162	STANDARD INSURANCE COMPANY	01-85	23.00
**TOTAL CLERKS			4,008.97
TREASURER			
AD022	ADVANTICA	01-86	33.46
CI008	CITY OF BELLEVILLE	01-86	3,647.95
ES002	ADVANTICA	01-86	243.59
ST162	STANDARD INSURANCE COMPANY	01-86	23.00
**TOTAL TREASURER			3,948.00
MAINTENANCE			
1112	WATTS COPY SYSTEM, INC.	01-87	5.18
2192	SHERWIN - WILLIAMS CO.	01-87	101.27
2384	HOMETOWN ACE HARDWARE	01-87	1.50
515	HOME-BRITE ACE HARDWARE	01-87	63.28

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VENDOR #      NAME      DEPT.      AMOUNT

=====

01 GENERAL FUND

MAINTENANCE

726	CLEAN UNIFORM COMPANY	01-87	118.38
AD022	ADVANTICA	01-87	79.56
CH030	CHARTER COMMUNICATIONS	01-87	124.23
CI008	CITY OF BELLEVILLE	01-87	8,583.61
ER013	ERLINGER CONSTRUCTION CO., INC	01-87	2,207.40
ES002	ADVANTICA	01-87	578.83
HU069	HUELS OIL COMPANY	01-87	155.65
ST162	STANDARD INSURANCE COMPANY	01-87	40.25
WE023	WEINLAND REFRIGERATION	01-87	1,172.60

   \*\*TOTAL MAINTENANCE      13,231.74

ENGINEERING

1112	WATTS COPY SYSTEM, INC.	01-88	343.99
3430	FIRESTONE CAR CENTER	01-88	50.38
AD022	ADVANTICA	01-88	40.12
CI008	CITY OF BELLEVILLE	01-88	3,038.74
ES002	ADVANTICA	01-88	291.88
HU069	HUELS OIL COMPANY	01-88	197.48
ST162	STANDARD INSURANCE COMPANY	01-88	17.25

   \*\*TOTAL ENGINEERING      3,979.84

01 GENERAL FUND      GRAND TOTAL      500,625.21

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VENDOR #	NAME	DEPT.	AMOUNT
03 INSURANCE FUND			
CA117	CASTIARX	03-00	51,440.88
IN033	IPMG	03-00	291,424.47
	**TOTAL		342,865.35
	03 INSURANCE FUND	GRAND TOTAL	342,865.35

VENDOR #	NAME	DEPT.	AMOUNT
=====			
04	LIBRARY		
2102	AMEREN ILLINOIS	04-00	1,546.43
551	ILLINOIS AMERICAN WATER	04-00	58.62
AD022	ADVANTICA	04-00	172.75
CI008	CITY OF BELLEVILLE	04-00	11,682.52
ES002	ADVANTICA	04-00	1,286.73
IL052	ILLINOIS OFFICE OF STATE FIRE MAR	04-00	100.00
RE058	REGIONS BANK	04-00	260.90
ST162	STANDARD INSURANCE COMPANY	04-00	141.50
	**TOTAL		----- 15,249.45
04	LIBRARY	GRAND TOTAL	15,249.45

VENDOR #	NAME	DEPT.	AMOUNT
=====			
07 PLAYGROUND AND RECREATION			
1112	WATTS COPY SYSTEM, INC.	07-00	33.12
201	BELLEVILLE BOWLING & SPORTS SHOP	07-00	873.00
2244	SWITZER FOOD & SUPPLIES	07-00	121.55
961	SOUTHWEST ILLINOIS ASSN. OF UMPIR	07-00	2,016.00
AD022	ADVANTICA	07-00	42.86
BT002	BTHS DISTRICT 201	07-00	1,422.00
CI008	CITY OF BELLEVILLE	07-00	3,046.05
DI036	DISCOVERY	07-00	121.05
ES002	ADVANTICA	07-00	320.36
OF004	OFFICE DEPOT	07-00	64.77
PI023	PITNEY BOWES GLOBAL FINANCIAL SER	07-00	160.14
RE058	REGIONS BANK	07-00	1,490.04
ST162	STANDARD INSURANCE COMPANY	07-00	44.90
VA027	VALENTINE, KEN	07-00	406.00
	**TOTAL		10,161.84
			-----
07 PLAYGROUND AND RECREATION	GRAND TOTAL		10,161.84

VENDOR #	NAME	DEPT.	AMOUNT
=====			
12	GENERAL & COMMUNITY ASSISTANCE		
1112	WATTS COPY SYSTEM, INC.	12-00	87.92
AD022	ADVANTICA	12-00	5.36
CI008	CITY OF BELLEVILLE	12-00	609.21
ES002	ADVANTICA	12-00	39.06
ST162	STANDARD INSURANCE COMPANY	12-00	5.75
	**TOTAL		----- 747.30
12	GENERAL & COMMUNITY ASSISTANCE	GRAND TOTAL	747.30

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VENDOR #	NAME	DEPT.	AMOUNT
=====			
13	MOTOR FUEL TAX FUND		
3411	ASPHALT SALES & PRODUCTS, INC.	13-00	2,866.71
EL001	ELECTRICO, INC.	13-00	2,833.47
MI093	MIKE A MAEDGE TRUCKING, INC	13-00	1,837.02
	**TOTAL		----- 7,537.20
	13 MOTOR FUEL TAX FUND	GRAND TOTAL	7,537.20

VENDOR #	NAME	DEPT.	AMOUNT
<b>21 SEWER OPERATION &amp; MAINTENANCE</b>			
SEWER COLLECTION			
1112	WATTS COPY SYSTEM, INC.	21-75	51.84
7827	PETTY CASH-TREASURER	21-75	64.65
890	ST CLAIR TOWNSHIP	21-75	216.80
AD022	ADVANTICA	21-75	38.81
AM007	AMERICAN WATER	21-75	5,050.40
CI008	CITY OF BELLEVILLE	21-75	1,827.63
ES002	ADVANTICA	21-75	286.59
IN021	INPUT TECHNOLOGY, INC	21-75	4,918.73
ST013	STOOKEY TOWNSHIP	21-75	11,983.68
ST162	STANDARD INSURANCE COMPANY	21-75	23.00
**TOTAL SEWER COLLECTION			24,462.13
SEWER LINES			
1423	EHRET PLUMBING & HEATING, INC.	21-77	20,141.22
214	BELLEVILLE SUPPLY COMPANY	21-77	136.42
393	DUTCH HOLLOW JANITORIAL SUPPLIES	21-77	19.97
515	HOME-BRITE ACE HARDWARE	21-77	4.99
7591	USA BLUEBOOK	21-77	276.62
803	POELKER'S GARAGE INC.	21-77	49.00
AD022	ADVANTICA	21-77	66.92
CI008	CITY OF BELLEVILLE	21-77	4,866.37
CL019	C & L BACKHOE	21-77	2,634.00
ES002	ADVANTICA	21-77	487.18
HU069	HUELS OIL COMPANY	21-77	824.61
ON011	WATERLOGIC	21-77	190.09
OR001	O'REILLY AUTO PARTS	21-77	19.77
SI024	EVOQUA WATER TECHNOLOGIES LLC	21-77	300.00
ST162	STANDARD INSURANCE COMPANY	21-77	49.55
UN027	UNIFIRST CORPORATION	21-77	182.49
**TOTAL SEWER LINES			30,249.20
SEWER PLANT			
1030	TEKLAB, INC.	21-78	418.00
1112	WATTS COPY SYSTEM, INC.	21-78	107.37
2102	AMEREN ILLINOIS	21-78	33,718.02
2435	GATEWAY INDUSTRIAL POWER	21-78	1,267.98
419	JOHN FABICK TRACTOR COMPANY	21-78	3,795.01
4902	AT & T	21-78	274.10
515	HOME-BRITE ACE HARDWARE	21-78	94.03
5416	AMERICAN MESSAGING	21-78	78.27
551	ILLINOIS AMERICAN WATER	21-78	1,461.80
5575	PRAXAIR DISTRIBUTION, INC.	21-78	283.95
6194	ILLINOIS ELECTRIC WORKS	21-78	367.40
6578	ILLINOIS AWPCO	21-78	40.00
7103	WAL-MART	21-78	15.04
7591	USA BLUEBOOK	21-78	740.23
AD022	ADVANTICA	21-78	218.22

VENDOR #	NAME	DEPT.	AMOUNT
=====			
21 SEWER OPERATION & MAINTENANCE			
	SEWER PLANT		
CI008	CITY OF BELLEVILLE	21-78	19,322.94
EC009	ECC SUPPLY	21-78	376.45
ES002	ADVANTICA	21-78	1,621.61
GO005	GOODALL TRUCK TESTING	21-78	66.00
HA143	HAWKINS, INC	21-78	5,211.10
HI046	HILL, KEVIN	21-78	114.95
HU069	HUELS OIL COMPANY	21-78	1,174.17
ON011	WATERLOGIC	21-78	190.09
OR001	O'REILLY AUTO PARTS	21-78	7.98
SI024	EVOQUA WATER TECHNOLOGIES LLC	21-78	300.00
ST162	STANDARD INSURANCE COMPANY	21-78	151.25
UN027	UNIFIRST CORPORATION	21-78	106.35
WI097	WINDSTREAM COMMUNICATIONS	21-78	1,080.32
			-----
	**TOTAL SEWER PLANT		72,602.63
21 SEWER OPERATION & MAINTENANCE	GRAND TOTAL		127,313.96

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VENDOR #	NAME	DEPT.	AMOUNT
=====			
22	SEWER REPAIR & REPLACEMENT FUND		
FL006	FLO-SYSTEMS INC	22-00	4,679.55
	**TOTAL		----- 4,679.55
	22 SEWER REPAIR & REPLACEMENT FUND GRAND TOTAL		4,679.55

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VENDOR #	NAME	DEPT.	AMOUNT
=====			
24	SEWER CONSTRUCTION FUND		
1547	THOUVENOT, WADE, & MOERCHEN INC	24-00	47,188.25
GO028	GONZALEZ COMPANIES, LLC	24-00	4,841.29
HA015	HAIER PLUMBING & HEATING, INC.	24-00	89,869.05
	**TOTAL		----- 141,898.59
24	SEWER CONSTRUCTION FUND	GRAND TOTAL	141,898.59

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

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VENDOR #	NAME	DEPT.	AMOUNT
=====			
30	SPECIAL SERVICE AREA		
2102	AMEREN ILLINOIS	30-00	117.25
551	ILLINOIS AMERICAN WATER	30-00	251.07
			-----
	**TOTAL		368.32
	30 SPECIAL SERVICE AREA	GRAND TOTAL	368.32

VENDOR #	NAME	DEPT.	AMOUNT
38 TIF 3 (CITY OF BELLEVILLE)			
1324	BELLEVILLE FENCE CO.	38-00	5,466.00
277	CAMPER EXCHANGE, INC.	38-00	1,072.40
486	HANK'S EXCAVATING & LANDSCAPING,	38-00	124.48
759	BELLEVILLE NEWS DEMOCRAT	38-00	311.52
CA005	CALHOUN CONSTRUCTION, INC.	38-00	99,493.14
CO092	COMMERCE BANK	38-00	26,772.41
DE015	DELL MARKETING L.P.	38-00	2,672.38
DM001	DMS CONTRACTING INC	38-00	7,647.12
EL001	ELECTRICO, INC.	38-00	991.90
HI004	HIGGINS, THEODORE	38-00	217.73
KA009	KASKASKIA ENGINEERING GROUP LLC	38-00	8,879.34
RO102	ROLLBERG, DENISE	38-00	500.00
SO037	SOUTHERN ILLINOIS STRIPING	38-00	610.00
SS001	S SHAFER EXCAVATING, INC	38-00	93,204.00
	**TOTAL		247,962.42
38 TIF 3 (CITY OF BELLEVILLE)		GRAND TOTAL	247,962.42

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VENDOR #	NAME	DEPT.	AMOUNT
44	BELLEVILLE ILLINOIS TOURISM		
OF004	OFFICE DEPOT	44-00	34.18
	**TOTAL		34.18
	44 BELLEVILLE ILLINOIS TOURISM	GRAND TOTAL	34.18

VENDOR #	NAME	DEPT.	AMOUNT
=====			
58	TIF 16 (ROUTE 15 WEST CORRIDOR)		
486	HANK'S EXCAVATING & LANDSCAPING,	58-00	19,000.00
604	OLIVER C JOSEPH CHRYSLER	58-00	64,759.56
KA009	KASKASKIA ENGINEERING GROUP LLC	58-00	1,370.00
	**TOTAL		85,129.56
	58 TIF 16 (ROUTE 15 WEST CORRIDOR) GRAND TOTAL		85,129.56

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VENDOR #	NAME	DEPT.	AMOUNT
75	TIF 17 (EAST MAIN STREET )		
EL001	ELECTRICO, INC.	75-00	931.11
	**TOTAL		931.11
	75 TIF 17 (EAST MAIN STREET )	GRAND TOTAL	931.11

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VENDOR #	NAME	DEPT.	AMOUNT
=====			
79	TIF 21 - BELLE VALLEY / PHASE II		
1547	THOUVENOT, WADE, & MOERCHEN INC	79-00	3,195.50
	**TOTAL		----- 3,195.50
	79 TIF 21 - BELLE VALLEY / PHASE II	GRAND TOTAL	3,195.50
	GRAND TOTAL FOR ALL FUNDS:		1,594,964.69
	TOTAL FOR REGULAR CHECKS:		1,560,886.66
	TOTAL FOR DIRECT PAY VENDORS:		34,078.03

PAYROLL BREAKDOWN AS PER G/L DISTRIBUTION REPORT  
 PAYROLL ENDING DATE: **28-Sep-18**  
 DESCRIPTION:

01 50	ADMINISTRATION	<u>15317.85</u>
01 51	POLICE	<u>277423.65</u>
01 52	FIRE	<u>215198.19</u>
01 53	STREET	<u>40593.46</u>
01 54	PARKS	<u>17232.27</u>
01 55	CEMETERY	<u>7678.78</u>
01 56	SANITATION	<u>30177.34</u>
01 60	LEGAL	<u>7069.40</u>
01 61	HOUSING & INSPECTORS	<u>27754.95</u>
01 62	ECONOMIC DEVELOPMENT & PLANNING	<u>8722.10</u>
01 82	MAYOR	<u>6836.63</u>
01 83	FINANCE	<u>9252.16</u>
01 84	HUMAN RESOURCE	<u>5367.41</u>
01 85	CLERK	<u>7813.67</u>
01 86	TREASURER	<u>4183.10</u>
01 87	MAINTENANCE	<u>18359.07</u>
01 88	ENGINEER	<u>6685.73</u>
	<b>TOTAL GENERAL FUND</b>	<u><b>705665.76</b></u>
12 26	G & C ASSISTANCE	<u>3337.89</u>
	<b>TOTAL G &amp; C ASSISTANCE</b>	<u><b>3337.89</b></u>
21 75	SEWER COLLECTIONS	<u>8340.23</u>
21 77	SEWER LINES	<u>15079.82</u>
21 78	SEWER PLANT	<u>52423.45</u>
	<b>TOTAL SEWER DEPARTMENT</b>	<u><b>75843.50</b></u>
4	LIBRARY	<u>28063.38</u>
7	RECREATION	<u>12267.21</u>
16	Employer's Portion of FICA (06-00-21500) cr	<u>34451.66</u>
	<b>*****TOTAL PAYROLL</b>	<u><b>859629.40</b></u>

**AGREEMENT FOR INSURANCE BROKERAGE SERVICES**

**THIS AGREEMENT** ("Agreement") effective as of the 2nd day of October, 2018, is made by and between the City of Belleville, Illinois, a municipal corporation existing under the laws of the State of Illinois, hereinafter referred to as "City," and Mesirow Insurance Services, Inc., an Alliant-owned company, hereinafter referred to as "Alliant/Mesirow."

**WHEREAS** the City requested qualifications for insurance brokerage services on September 7, 2018.

**WHEREAS** several firms submitted qualifications and the City diligently reviewed said qualifications, conducted interviews and selected the most qualified firm.

**WHEREAS** as a result of the Request for Qualifications, the City selected Alliant/Mesirow to provide insurance brokerage services.

**IT IS THEREFORE AGREED AS FOLLOWS:**

**I. SCOPE**

Alliant/Mesirow is to perform the work as defined in the Request for Qualifications and Alliant/Mesirow's response to the Request for Qualifications, both of which are attached hereto and made part of this Agreement.

**II. TERM OF AGREEMENT**

The period of this Agreement shall be four (4) years, beginning on October 2, 2018, and ending on October 2, 2022. This agreement may, by mutual written consent of the parties, be extended.

**III. COMPENSATION**

Alliant/Mesirow's compensation is derived from a percentage of premium remitted to the various companies providing insurance policies to the City (i.e., commission). The percentage of commission is determined by the various insurance companies, not Alliant/Mesirow. The City will pay no compensation directly to Alliant/Mesirow.

I acknowledge understanding and receiving a copy of this Agreement, dated this 2nd day of October, 2018.

**CITY OF BELLEVILLE, ILLINOIS**

**MESIROW INSURANCE SERVICES, INC.**

By: \_\_\_\_\_  
Mark W. Eckert, Mayor

By: \_\_\_\_\_  
John P. Harney, Managing Director/EVP



**Purchaser ("Purchaser"):**  
 BELLEVILLE CITY HALL  
 101 S ILLINOIS  
 BELLEVILLE, Illinois 62220-2105

**Service Location ("Premises"):**  
 Belleville City Hall  
 101 South Illinois Street  
 Belleville, Illinois 62220

**KONE Inc. ("KONE")**  
 St. Louis  
 9324 Dielman Industrial Dr.  
 St. Louis, MO 63132

**TENDER DATE:** 08/02/2018

**EFFECTIVE DATE:** 09/29/2018

**SCOPE OF SERVICES**

1. **EQUIPMENT DESCRIPTION ("Equipment")**

Manufacturer	Type	Sub-Type	Count
KONE	Elevator	Hydraulic	1

2. **SERVICES**

KONE will perform maintenance visits to examine, maintain, adjust, and lubricate the components listed below. In addition, KONE will repair or replace the components listed below, unless exclusion or limited scope language exists elsewhere in this Agreement. All other work related to the equipment is Purchaser's responsibility unless specifically noted elsewhere in this Agreement, or unless Purchaser has separately contracted with KONE for the work.

A. **Hydraulic Elevators**

1. **Relay Logic Control System**  
 All control system components.
2. **Microprocessor Control System**  
 All control system components. System performance examinations will be conducted to ensure that dispatching and motion control systems are operating properly.
3. **Power Unit**  
 Pump, motor, valves, and all related parts and accessories.
4. **Hoistway and Pit Equipment**  
 All elevator control equipment and buffers.
5. **Rails and Guides**  
 Guide rails, guide shoe gibs, and rollers
6. **Wiring**  
 All elevator control wiring and all power wiring from the elevator equipment input terminals to the motor.
7. **Door Equipment**  
 Automatic door operators, hoistway and car door hangers, hoistway and car door contacts, door protective devices, hoistway door interlocks, door gibs, and auxiliary door closing devices.
8. **Manual Freight Door Equipment**  
 Switches, retiring cams, interlocks, guide shoes, sheaves, rollers, chains, sprockets, tensioning devices, and counter-balancing equipment.
9. **Power Freight Door Equipment**  
 Controller, relays, contactors, rectifiers, timers, resistors, solid state components, door motors, retiring cams, interlocks, switches, guide shoes, sheaves, rollers, chains, sprockets, and tensioning devices.
10. **Hydraulic System Accessories**  
 Exposed piping, fittings accessories between the pumping unit and the jack, jack packing, hydraulic fluid, and any heating or cooling elements installed by the original equipment manufacturer ("OEM") for controlling fluid temperature.
11. **Signals and Accessories**  
 Car operating panels, hall push button stations, hall lanterns, emergency lighting, car and hall position indicators, car operating panels, fireman's service equipment and all other signals, and accessory facilities furnished and installed as an integral part of the elevator equipment. Re-lamping of signal fixtures is included only during KONE's maintenance visits. Service requests for re-lamping of signal fixtures will be billed separately at KONE's then current labor rates.
12. **Car Equipment**  
 All elevator control system components on the car.

### 3. **TESTING**

KONE is not obligated to: perform safety tests other than those specified herein; perform any work required by new or retroactive code changes; perform tests required or correct outstanding violations or deficiencies identified prior to the effective date. Unless specifically provided for in this section; a written Maintenance Control Plan (MCP) and documented testing procedures are not included, even when required by current code, as such that code may be changed or amended from time to time by local jurisdictions. KONE is not responsible for providing documentation onsite, as all reporting and testing records are available digitally.

### 4. **HOURS OF SERVICE**

All services described above in this Agreement will be performed during the regular working hours of the regular working days of the elevator or escalator trade in the location where the services are performed, unless otherwise specified in the Agreement.

### 5. **SERVICE REQUESTS (CALLBACKS)**

Service requests are defined as services that require immediate attention and that are within the scope of services and not excluded from the scope of services as provided below. Service requests outside the scope of services will be billed separately at KONE's then current labor rates and material prices plus mileage and incidentals. Any rates and lump sum amounts are not subject to audit. Service requests that require more than one technician or more than two hours to complete will be treated as a repair and scheduled in accordance with the Hours of Service section above. Purchaser agrees that KONE may perform service requests made by any person that KONE believes is authorized by Purchaser to make such requests.

#### **Regular Time Coverage - (Elevator 1; )**

In addition to the work described in the Scope of Services section, this Agreement covers requests for service during the regular working hours of the regular working days of the elevator trade.

### 6. **REPORTING SERVICES**

KONE may provide Purchaser with access to KONE's online reporting tool. Based on the Purchaser's user access, Purchaser can view information about the performance and service of the Equipment. KONE may provide Purchaser with automatic email notifications that provide information on work performed.

### 7. **EXCLUSIONS**

The following are excluded from the scope of services:

#### **A. GENERAL**

1. KONE is not obligated to: removal of water or excessive debris from the pit; make replacements or repairs necessitated by fluctuations in the building power systems, adverse machine room or environmental conditions (including without limitation temperature variations below 50 degrees or above 90 degrees Fahrenheit) or humidity greater than 95% relative humidity, prior water exposure, rust, fire, explosion, acts of God, misuse, vandalism, theft, acts or mandates of government, labor disputes, strikes, lockouts, or tampering with the equipment by any person other than a KONE representative, negligence or acts or omissions of the Purchaser or any third party, or any other cause beyond KONE's control.
2. KONE agrees to maintain the existing performance as designed and installed. KONE is not required under this Agreement to make changes in operation and/or control, subsequent to the date of this Agreement.
3. Notwithstanding anything contained to the contrary within this Agreement, KONE's work shall not include any abatement or disturbance of asbestos containing material (ACM), presumed asbestos containing materials (PACM), or other hazardous materials (i.e. lead, PCBs) (collectively "HazMat"). Any work in the affected area where reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from the HazMat is excluded from KONE's scope of work without an applicable change order to reflect the additional costs and time. In accordance with OSHA requirements, Purchaser shall inform KONE and its employees who will perform work activities in areas which contain HazMat of the presence and location of HazMat in such areas which may be contacted during work before entering the area. Other than as expressly disclosed in writing, Purchaser warrants that KONE's work area at all times meets applicable OSHA permissible exposure limits (PELs). KONE shall have the right to discontinue its work in any location where suspected HazMat is encountered or disturbed. Any HazMat removal or abatement, or delays caused by such, required in order for KONE to perform its work shall be Purchaser's sole responsibility and expense. After any removal or abatement, Purchaser shall provide documentation that the HazMat has been abated from the KONE work area and air clearance reports shall be made available upon request prior to the start of KONE's work.
4. Nothing contained within this agreement shall be construed or interpreted as requiring KONE to assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA or any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants. Purchaser shall be responsible to execute all waste manifests necessary to transport hazardous materials for disposal.

## **B. OBSOLESCENCE**

1. Component may become obsolete during the term of this Agreement. Obsolete components are not covered under this Agreement. KONE will provide Purchaser with a separate quotation for the price to replace obsolete components. Equipment modifications necessary to accommodate replacement of obsolete components are at the Purchaser's expense.
2. Components include without limitation any part, component, assembly, product, or firmware or software module. A component is obsolete when it can no longer be economically produced due to the cessation of consistent sources for materials, a loss or termination of a manufacturing process occurs, product reliability analysis shows that it is not economically feasible to continue to produce the component, escalation of component costs beyond acceptable industry expectations drive alternative equipment upgrades, the support of product safety programs or conformance to codes or standards mandates that use of a component be discontinued in its entirety, the OEM designates the component as obsolete, or such component has been installed 20 or more years. No exception to the above will be made for a component designated as obsolete because it can be custom made or acquired at any price. KONE will not be required to furnish reconditioned or used components. After the component that replaces the obsolete component is installed, that component is covered under this Agreement unless it becomes obsolete.

## **C. ELEVATOR**

1. Refinishing, repairing, replacing, or cleaning of the: car enclosure; gates or door panels; door pull straps; hoistway enclosure; rail alignment; hoistway doors; door frames; sills; hoistway gates; flooring; power feeders, switches, and their wiring and fusing; car light diffusers; ceiling assemblies and attachments; smoke or heat sensors; fans; fireman's phone devices; intercoms; phone lines; music systems; media displays; card-readers or other security systems; computer monitoring systems; light tubes and bulbs; pit pumps; emergency power generators; hydraulic cylinder; unexposed piping; or disposal or clean-up of waste oil or contamination caused by leaks in the hydraulic cylinder or unexposed piping. KONE is not be obligated to perform or keep records of firefighter's service testing, unless specifically included in this Agreement.

## **8. REMOTE MONITORING**

If the Equipment is equipped with remote monitoring capabilities, Purchaser gives KONE the right to utilize this functionality and the phone line to the Equipment to collect data related to the use and operation of the Equipment.

## **9. SAFETY**

Purchaser will provide a safe workplace for KONE personnel and safe access to the equipment, property and machine room areas and keep all machine rooms and pit areas free from water, stored materials and debris; remove and dispose of any hazardous materials, water or waste according to applicable laws and regulations; post any and all instructions and warnings related to the use of the equipment. Purchaser will be solely responsible for proper use, for supervising the use of the equipment, and for taking such steps including but not limited to providing attendant personnel, warning signs and other controls necessary to ensure the safety of the user or safe operation of the equipment.

If in KONE's sole judgment the equipment presents a safety hazard to the riding public or KONE's technicians (including but not limited to Purchaser's act of creating or allowing unsafe practices or conditions or Purchaser's failure to authorize necessary repairs or upgrades), KONE may immediately terminate this Agreement in its entirety upon written notice. To the extent that KONE provides Purchaser with any oral or written account, report, information, or other statement identifying a safety issue with the equipment that is the subject of the Agreement or otherwise makes any recommendation or proposal to make a safety improvement or to address a safety issue related to such equipment, and Purchaser does not immediately approve KONE's proposal or recommendation, Purchaser agrees to indemnify, defend, and hold KONE harmless for any claims arising out of Purchaser's failure to comply with KONE's recommendations and proposals, and any obligation on the part of KONE to indemnify or defend Purchaser with regard to such claim shall be null and void.

## **10. NOTICE OF MALFUNCTION OR INJURY**

As to any elevator or escalator equipment that is the subject of the Agreement, Purchaser will: (i) immediately shut down any such equipment that presents a potential safety hazard; and (ii) provide prompt verbal notice to KONE's Service Center of such hazard. Purchaser will immediately notify KONE's Service Center of any injury or accident in or about such equipment, followed by prompt written notice of such injury or accident. Any indemnity of Purchaser provided by KONE under the Agreement becomes null and void and will not be considered in interpreting the Agreement if Purchaser does not take the action or provide the notice required by this provision.

## **11. THIRD PARTY SERVICES**

- A. All services within the scope of this Agreement must be performed by KONE or its subcontractors, if any. If Purchaser causes or permits a third party to perform the same or substantially the same services required by this Agreement, Purchaser shall be deemed in breach of this Agreement and Purchaser waives all claims against KONE arising from or related to a third party's performance of such services.
- B. If Purchaser determines that it requires any services outside the scope of this Agreement, Purchaser will provide KONE with an opportunity to provide a quotation for such services or to meet any offer from a third party. If KONE agrees to meet a third party offer, Purchaser will enter into a separate contract with KONE for such services. If Purchaser elects to have a third party perform the services, KONE reserves the right to adjust the price of this Agreement.
- C. If a third party works on the equipment during the term of this Agreement, KONE reserves the right to inspect the equipment and may determine that re-work, different or additional work is required. Purchaser will reimburse KONE for the cost the inspection and any additional work required. If Purchaser declines to have KONE perform the additional work, KONE reserves the right to cancel the Agreement upon written notice to Purchaser.

## 12. **NON-KONE EQUIPMENT**

If the equipment covered under this Agreement was not manufactured by KONE (or a company acquired by KONE), Purchaser will: (i) provide KONE with a complete set of as-built wiring diagrams, (ii) Purchaser will procure and pay for replacement parts or proprietary diagnostic devices from the OEM, if requested by KONE, and (iii) provide Maintenance Control Plan (MCP) test procedures as required by current code, as that code may be changed or amended from time to time. KONE will reimburse Purchaser for the actual cost paid by Purchaser for OEM parts acquired at KONE's request. KONE is not responsible for any delays, damages, cost, or claims arising from or in connection with Purchaser's failure to provide OEM parts or proprietary diagnostic devices in a timely manner. Purchaser authorizes KONE to produce single copies of the EPROM and/or ROM chips for each unit for the sole purpose of an archive backup of the embedded software to allow for replacement of a defective or damaged chip. These will be stored on the building premises and the Purchaser retains possession.

# TERMS AND CONDITIONS

## 1. TERM AND TERMINATION

- A. This Agreement will commence on the effective date and continue for an initial period of FIVE (5) years and is non-cancelable. This Agreement will thereafter automatically renew for successive terms of FIVE (5) years. Either party may terminate this Agreement at the end of the initial FIVE (5) year term or at the end of any subsequent FIVE (5) year term by giving the other party no less than ninety (90) days nor more than one hundred twenty (120) days written notice, via certified mail, prior to the expiration date of the then current term of the Agreement.
- B. If a party materially breaches the Agreement, the other party shall provide written notice of the breach and a reasonable time under the circumstances to cure the breach, but in no event less than a thirty (30) days cure period. If the breaching party fails to cure the breach within the specified time period, the non-breaching party may terminate the Agreement upon fifteen (15) days written notice to the other party.

## 2. CANCELLATION

If Purchaser cancels or otherwise terminates the Agreement in any way inconsistent with the termination provisions of the Agreement, such cancellation will constitute a material breach of the Agreement. In such case, Purchaser will pay as a cancellation fee an amount equal to fifty percent (50%) of the balance of the total price owed for the remaining term of the Agreement. Notwithstanding anything to the contrary in the Agreement, the cancellation fee will be paid by Purchaser immediately upon receipt of KONE's invoice. Purchaser will reimburse KONE for all costs of collection, including without limitation court costs and reasonable attorneys' fees.

## 3. ASSIGNMENT

Either party may assign the Agreement to a third party upon thirty (30) days prior written notice to the other party subject to the terms of this provision. If Purchaser transfers ownership of the premises on which such equipment is located to a new owner, Purchaser will promptly provide KONE with new owner's contact information and take all such actions as are necessary to assign the Agreement to the new owner. Purchaser will promptly provide KONE with a copy of such assignment. Should the new owner fail to assume this Agreement, Purchaser shall remain liable for all unpaid amounts, including those owed for the balance of the current unexpired term of this Agreement.

## 4. PRICE ADJUSTMENTS

If the term of the Agreement exceeds one (1) year, KONE may automatically adjust the price annually effective on the first maintenance invoice in each new calendar year. This adjustment will be equal to the percentage increase or decrease in KONE's straight time hourly labor cost. KONE's straight time hourly labor cost equals the sum of the straight time hourly rate plus the cost of fringe benefits and applicable taxes, including without limitation welfare, pension, vacation, paid holidays, insurance and other union contributions, paid to personnel where the Equipment is located. KONE reserves the right to add annual surcharges to the price of the Agreement, including without limitation, adjustments for the then current price of fuel and charges for disposal or other environmental requirements, such surcharges to be specified by KONE in its sole discretion and invoiced by KONE and paid annually by Purchaser.

## 5. PAYMENT TERMS

Payment is due net ten (10) days from the date of the invoice. A charge of the greater of: (i) one and one half percent (1 ½%); or (ii) the maximum rate permitted by applicable law, will be applied to the unpaid balance. Purchaser will reimburse KONE for all costs of collection, including without limitation court costs and reasonable attorneys' fees.

## 6. SUSPENSION OF SERVICE

If Purchaser fails to pay any invoice within the specified payment terms or if Purchaser breaches any material provision of the Agreement, KONE may stop work or suspend its services under this Agreement and/or other contracts with the Purchaser until all invoices are current or Purchaser cures the breach. Any requests for service during the period of suspension of service or repairs necessitated by the lack of maintenance service will be invoiced by KONE and paid separately by Purchaser. If Purchaser fails to make timely payment, any indemnity provided by KONE under the Agreement is null and void as to any damages that arise during the suspension period for non-payment. Purchaser waives all claims against KONE arising from or related to suspension of service pursuant to this provision.

## 7. TAXES

Purchaser is responsible for the payment of all federal, state, or local taxes applicable to the services or materials provided under the Agreement.

**8. INSURANCE AND INDEMNIFICATION**

Purchaser will name KONE as an additional insured on its insurance policy.

To the extent permitted by law, Purchaser will indemnify, defend, and hold KONE harmless from and against any and all claims, demands, actions, suits, proceedings, judgments, damages, loss, liabilities, costs, or expenses, including without limitation court costs and reasonable attorney's fees, whether arising from or related to Purchaser's, KONE's, or any third party's negligence, willful misconduct, or acts or omissions in performance of the Agreement.

**9. LIMITATION OF LIABILITY**

- A. Notwithstanding anything to the contrary in this Agreement, KONE's total liability to Purchaser under the Agreement is limited to the total amount paid by Purchaser to KONE during the calendar year in which the liability occurred.
- B. In no event will either party be liable to the other party for indirect, incidental, consequential, special, exemplary, or punitive damages of any kind or nature arising from or related to performance of the Agreement, including without limitation loss of profits, loss or inaccuracy of data, or loss of use damages, even if the party has been advised of the possibility of such damages and even if under applicable law such damages would not be considered for indirect, incidental, punitive, special, or consequential damages. Each party hereby waives its rights to such damages to the fullest extent permitted by applicable law.
- C. If there is any litigation between the parties with respect to this Agreement or the subject matter hereof, the prevailing party in such litigation shall be entitled to collect all of its costs and expenses in such litigation, including reasonable attorney's fees and court costs, from the other party.

**10. U.S. GOVERNMENT SALES**

If the product(s) or service(s) provided under this Agreement are for end use by a federal, state or local government customer, KONE makes no representations, certifications or warranties whatsoever with respect to the ability of its product(s), service(s) or price(s) to satisfy any applicable federal, state or local statutes or regulations, including without limitation the Federal Acquisition Regulation ("FAR").

**11. FORCE MAJEURE**

A party is not liable for failure to perform its obligations under the Agreement if such failure results from Acts of God, fire, flood, unusual delay in deliveries, unavoidable casualties, terrorist activities, government sanction, blockage, embargo, labor dispute, strike, or lockout, concealed conditions, shortage or unavailability of materials, supplies, labor, equipment or systems, interruption or failure of electricity or telephone service or any other causes beyond KONE's control. The non-performing party must promptly notify the other party in writing of the force majeure event and resume performance immediately upon cessation of the event.

**12. VENUE**

The exclusive venue for any dispute between the parties shall be in the County of Rock Island, State of Illinois.

**13. PROPERTY RIGHTS**

- A. KONE will provide Purchaser with any information or materials that it provides generally to all its customers in the ordinary course of its business. Any tools, devices, or other equipment that KONE uses to perform its services or monitor the Equipment remains the sole property of KONE. If this Agreement terminates or expires for any reason, Purchaser will give KONE access to the premises to remove such equipment at KONE's expense.
- B. KONE retains all rights, title, and interest, including all intellectual property rights, in and to the written materials it provides to Purchaser or uses to perform its services, including without limitation shop drawings, technical documentation, and user manuals, and to any software provided with the equipment. Purchaser will not use such software except in connection with the use and operation of the Equipment. Purchaser will not reverse engineer or otherwise attempt to obtain the source code of any software in object code form.

**14. MISCELLANEOUS**

The Agreement, including any attachments, supersedes all prior written or oral negotiations, commitments, agreements, and understandings between the parties relating to the subject thereof, and constitutes the entire agreement between the parties with respect to the subject matter hereof. The Agreement is not effective until signed by KONE's authorized representative or until KONE commences work under the Agreement. Notwithstanding anything to the contrary in this Agreement, if Purchaser causes or permits KONE to commence performance of services, Purchaser accepts the terms and conditions of this Agreement. The Agreement may not be modified, amended, canceled, or altered by custom and usage of trade or course of dealing. Any section headings are for convenience only and will not in any way limit the scope or affect the interpretation of any provision of the Agreement. In the event any part of the Agreement is determined to be invalid or non-enforceable, the remaining part or provisions will continue in full force and effect. Failure or delay by a party to exercise any right, remedy, power, or privilege accorded by the Agreement does not constitute a waiver of such right, remedy, power, or privilege. A waiver is effective only if in writing and signed by the waiving party. A written

waiver of default will not operate as a waiver of any other default or of the same default in the future. The terms and conditions of the Agreement that by their sense and context are intended to survive expiration or termination of the Agreement will so survive, including without limitation the making of all payments hereunder.

## PRICE

\$185.44 per month payable by Purchaser annually in advance (\$2,225.28 per annual installment). If Purchaser does not sign this Agreement within 90 days after the tender date above, KONE reserves the right to submit a revised price.

The price is based upon annual in advance payment. In the event Purchaser chooses one of the following payment options by initialing the selection below, a surcharge will apply as outlined:

Payment Option	Surcharge	Revised Monthly Price	Acceptance
Annual in advance payment	0% Increase	\$185.44 per month	
Semi-Annual in advance payment	3% Increase	\$191.00 per month	
Quarterly in advance payment	6% Increase	\$196.57 per month	
Monthly in advance payment	8% Increase	\$200.28 per month	

BELLEVILLE CITY HALL

-----  
 (Signature of Authorized Representative)

-----  
 (Print Name)

-----  
 Title

-----  
 Date

Respectfully submitted,

Kelly Knott

KONE Inc.

-----  
 (Approved by) Authorized Representative

-----  
 Title

-----  
 Date

# KONE Care Value Added Services

*These services are offered to improve the quality and transparency of the KONE service delivery experience.*

## **TESTING**

In addition to the work described in the Services section above, the following additional services have been negotiated and are included at the determined frequency as listed. KONE is not liable for any property damage or personal injury, including death, resulting from any code required safety tests.

### **1. Elevator 1**

- CAT1 Hydraulic Test 12 Mo - An annual pressure relief test and a yearly leakage test as required by applicable code.
- CAT5 Hydro Test 60 Mo - A five (5) year pressure relief test as required by applicable code.

**By initialing below, you are approving the above testing services for the additional monthly fee of \$54.01.**

**ACCEPTED BY** \_\_\_\_\_ **Date:** \_\_\_\_\_

## **24/7 CONNECTED SERVICES**

KONE's 24/7 Connected Services uses proprietary advanced remote monitoring and analysis technologies to bring intelligent services to elevators and escalators. 24/7 Connected Services provides continuous updates on the status and condition of the equipment, allowing KONE to perform services tailored to each equipment's needs. 24/7 Connected Services is a family of different services that may be ordered separately.

As consideration and in order for KONE to be able to provide the 24/7 Connected Services to the Customer, the Agreement is hereby amended as follows:

1. KONE to provide the Services set forth below at a cost of \$80.00 per month. This Service fee will be charged on the maintenance invoice at the same interval as the invoicing for maintenance under the Agreement. Installation and/or set-up fees will be provided in a separate proposal when applicable. The interest on any late payments shall be as detailed in the Agreement.
2. KONE shall perform the selected Value-Added Services (each a "Service" and together the "Services") substantially as set forth and authorized below:

### **A. KONE Care - Emergency Phone Monitoring**

KONE shall program the elevator phone(s) listed below to call the KONE Customer Care Center and will monitor the elevator phone(s).

Customer shall:

1. Provide names and phone numbers of at least two (2) of its representatives for the KONE Service Center to contact on a 24 hour basis, and at least one (1) police, fire or local 911 agency name and phone number.
2. Notify KONE immediately in writing of any changes in these names or numbers. In the event of a call from the elevator, the KONE Customer Care Center will contact the points of contact in the order listed below. The local authorities will be contacted only if the previously mentioned point of contacts cannot be reached.
3. If KONE does not provide Wireless Phone Provider Service, Customer shall provide an analog phone line to the elevator machine room (to be terminated on the appropriate phone jacks). If phone line is an extension off an existing phone system, a backup power source must also be provided. An extension, if applicable, must be a direct inward dial (DID) extension. All phones and associated equipment shall be in compliance with the requirements of ASME A17.1, local codes and applicable law, as amended. Customer shall also provide the elevator phone number(s) and/or extension(s) for the phone(s) being programmed.

**By initialing below, you are approving the above KONE Care - Emergency Phone Monitoring services for the additional monthly fee of \*\$5.00. (Normally \$25/mth. This would be discounted with the acceptance of option C. KONE Care 24/7 Connect.)**

**ACCEPTED BY** \_\_\_\_\_ **Date:** \_\_\_\_\_

### **B. KONE Care - Wireless Phone Provider Service**

If Wireless Phone Provider Service is selected, then KONE provides the phone connection via a KONE provided wireless service device and the phone connection must be programmed to the KONE Customer Care Center. KONE Care - Emergency Phone Monitoring is required. Customer shall bear the responsibility to reactivate the analog phone line in the event KONE can no longer provide wireless service. Customer shall also provide KONE access to the appropriate location where the building telecommunications devices are located. KONE reserves the right to remove the wireless hardware in the event KONE no longer provides the wireless service or maintains the equipment.

**By initialing below, you are approving the above KONE Care - Wireless Phone Provider Service for the additional monthly fee of \*\$10.00. (Normally \$35/mth. This would be discounted with the acceptance of option C. KONE Care 24/7 Connect.)**

**ACCEPTED BY** \_\_\_\_\_ **Date:** \_\_\_\_\_

**C. KONE Care 24/7 Connect - Performance Analytics**

If Data Remote Monitoring is selected, then KONE shall provide and install the necessary device(s) to perform 24/7 Connected Services on the equipment below. Unless otherwise provided for in the Agreement, any callouts, repairs, or maintenance prompted by the 24/7 Connected Services shall be performed during regular working hours of regular working days, Monday to Friday, statutory holidays excluded, of the International Union of Elevator Constructors (IUEC.) All response times generated by 24/7 Connected Services shall be calculated starting at 8:00 a.m. local time the next business day. Repair and maintenance needs identified through the Services shall be performed based on the repair coverage agreed in the Agreement. Under no circumstances shall any "Service Needs" indicators or predictions be cause for immediate services, but shall be determined and completed upon the next scheduled maintenance visit, or otherwise at the sole discretion of KONE unless customer places service request billable at standard rates.

**By initialing below, you are approving the above KONE Care 24/7 Connect - Performance Analytics services for the additional monthly fee of \$65.00.**

**ACCEPTED BY \_\_\_\_\_ Date: \_\_\_\_\_**

**\* Should you choose KONE Care 24/7 Connect, we will provide options A & B at a discounted price.**

3. The KONE Care 24/7 Connected Services are performed for the following equipment:

Equipment Name	KONE Equipment #	Wireless Phone	Phone Monitoring	24/7 Connect
Elevator 1		X	X	X

4. Unless the remote monitoring device was a built-in component of a new KONE elevator, the remote monitoring devices are installed to the equipment by KONE solely in order to enable the Services. The remote monitoring devices are provided to the Customer as part of the Services. Purchaser gives KONE the right to utilize 24/7 Connected Services to collect, export and use data generated by the use and operation of the equipment, regardless if Customer elects any of the Services. Purchaser will not use the 24/7 Connected Services device, except in connection with the use and operation of the equipment. Purchaser will not reverse engineer or otherwise attempt to obtain the source code of any software in object code form. Purchaser has no ownership or proprietary rights to such data, nor the device or software that monitors, analyzes, translates, reports or compiles such data. The 24/7 Connected Services, including any data collected, the device(s) to perform the service, and any software related thereto shall be the exclusive property of KONE.
5. 24/7 Connected Services is a family of remote monitoring Services. The parties may later agree to add new Services to the equipment.
6. The Services shall be performed for the duration of the Agreement unless KONE terminates for any reason an individual Service or the Services upon 15 days prior written notice to Customer. Should the Agreement expire or terminate, the Services will automatically terminate. Further, during the term of the Agreement, the Customer can terminate an individual Service prematurely on 30 days prior written notice to KONE after an initial period of one (1) year from the effective date of this amendment. Either party may also terminate an individual Service prematurely if the other party is in breach of its obligations relating to such Service and fails to rectify such breach within 30 days of a written notice thereof. All termination provisions of the Agreement shall remain in full force and effect. If the Agreement is terminated, the Services shall be terminated.
7. If any or all Services are terminated, unless the remote monitoring device was a built-in component of a new KONE elevator, the Customer shall upon request give KONE access to the equipment to remove any remote monitoring devices owned by KONE along with any other equipment which remains KONE's property at the facility or otherwise at KONE's expense. Such right shall survive the expiration or termination of the Agreement. Upon termination for any reason of either the Emergency Phone Monitoring or Wireless Phone Provider Service, no further phone services will be provided, the phone(s) must be immediately reprogrammed to dial to a location other than a KONE designated phone number and KONE will block the phone numbers from coming into the KONE Service Center. Upon termination for any reason of the Data Remote Monitoring, no further data will be collected. Upon any termination or expiration of the Agreement, no further Services will be provided, including phone services or data collection. KONE shall have no obligation to any party to either collect, export or analyze any data, or to provide the source code of any software in object code form.
8. If the Customer uses its own SIM card or network connection for the data transfer required by the Services, KONE shall not be liable for the costs of such data transfer incurred due to the Services.
9. Considering the nature of the Services, KONE may adjust the fee for a Service on 30 days prior written notice if value adding features or functionalities are added to such Service. Should the Customer disagree with a fee increase, the Customer may terminate the affected Service starting from the fee increase.
10. **Limitation of Liability. KONE MAKES NO EXPRESS OR IMPLIED WARRANTY; DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT; AND DISCLAIMS ANY WARRANTIES ARISING BY USAGE OF TRADE OR BY COURSE OF DEALING. KONE MAKES NO WARRANTY THAT SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. KONE IS NOT LIABLE FOR ANY DAMAGES RELATING TO LACK OF NETWORK COVERAGE AT THE SITE OF THE EQUIPMENT, DUE TO TAMPERING WITH THE REMOTE MONITORING DEVICE, INTEROPERABILITY, SERVICE DEFECTS, SERVICE LEVELS, DELAYS, SERVICE ERRORS, INTERRUPTIONS OR ANY OTHER REASON OUTSIDE OF KONE'S REASONABLE CONTROL. KONE DISCLAIMS ANY LIABILITY FOR DAMAGES OR INJURIES (INCLUDING DEATH) ARISING FROM OR IN CONNECTION WITH THE OPERATION OR USE OF THE 24/7 CONNECTED SERVICES.**



**Remote Monitoring Service Voice Link and Wireless Phone Service**

Elevator Description	Equipment #	Elevator Phone # and Extension for Caller ID
1		
<b>First Point of Contact (Required)</b>		
Name:	Title:	
Phone #:	Cell Phone #:	
<b>Second Point of Contact (Required)</b>		
Name:	Title:	
Phone #:	Cell Phone #:	
<b>Third Point of Contact (Optional)</b>		
Name:	Title:	
Phone #:	Cell Phone #:	
<b>Local Emergency Authorities (Required)</b>		
Fire Department Phone #:	Police Department Phone #:	

# CUSTOMER INFORMATION

Who is the agreement with?		
Legal Name of the Company:		
Address:		
City:	State:	Zip:
Contact Name:	Title:	
Phone:	Fax:	
Is the Owner tax exempt? Yes (If Yes, provide the Tax Exemption Certificate.)		
Federal tax ID #:		

Where should the invoice be sent?		
Legal Name of the Company:		
Attention:		
Address:		
City:	State:	Zip:
Contact Name:	Title:	
Phone:	Fax:	
Federal tax ID #:	Email:	

Who will be responsible for paying the invoices?		
Legal Name of the Company:		
Attention:		
Address:		
City:	State:	Zip:
Contact Name:	Title:	
Phone:	Fax:	
Federal tax ID #:	Email:	

# Honeywell Building Solutions

## SERVICE AGREEMENT

Date: September 14<sup>th</sup>, 2018

Agreement Number: 40100063

(HONEYWELL)

Honeywell Building Solutions  
1950 Craig Road, Suite 200  
St. Louis, MO 63146

(CUSTOMER)

City of Belleville  
101 South Illinois Street  
Belleville, IL 62220

Service Location Name: **Belleville City Hall**  
Service Location Address: **101 South Illinois Street, Belleville, IL 62220**

**Scope of Work:** HONEYWELL INTERNATIONAL INC., through its Honeywell Building Solutions business unit (“HBS”, “Honeywell” or “Honeywell Building Solutions”), shall provide the following equipment and services (“the Work”) in accordance with the attached work scope documents and terms and conditions, which form a part of this Agreement.

- |   |   |
|---|---|
| <input type="checkbox"/> Preferred Temperature Control Services               | <input type="checkbox"/> Site Services  |
| <input type="checkbox"/> Flex Temperature Control Services                    | <input type="checkbox"/> Honeywell Energy Analysis Reporting                            |
| <input checked="" type="checkbox"/> Preferred Automation Maintenance Services | <input type="checkbox"/> Air Filter Services  |
| <input type="checkbox"/> Flex Automation Services                             | <input type="checkbox"/> Water Treatment Services                                       |
| <input type="checkbox"/> Preferred Fire Alarm Maintenance Services            | <input type="checkbox"/> Critical Parts Stocking  |
| <input type="checkbox"/> Fire Alarm Test and Inspect Services                 | <input type="checkbox"/> Thermography Services  |
| <input type="checkbox"/> Preferred Security System Inspect Services           | <input type="checkbox"/> Emergency Generator Services                                   |
| <input type="checkbox"/> Flex Security System Services                        | <input type="checkbox"/> In Suite Services  |
| <input checked="" type="checkbox"/> Preferred Mechanical Maintenance Services | <input type="checkbox"/> Remote Monitoring/Radionics                                    |
| <input type="checkbox"/> Flex Mechanical Maintenance Services                 | <input type="checkbox"/> Indoor Air Quality Auditing Services                           |
| <input type="checkbox"/> ServiceNet™ Remote Monitoring and Control Services   | <input type="checkbox"/> Service Management Software                                    |
| <input type="checkbox"/> EBI Services   | <input type="checkbox"/> FM Worksite  |
| <input type="checkbox"/> Online Services                                      | <input checked="" type="checkbox"/> Other/Special Provisions: <u>Multi-Year Pricing</u> |
| <input type="checkbox"/> Advanced Support                                     | <input type="checkbox"/> Honeywell Users Group  |
| <input type="checkbox"/> Attune™ Advisory Services - Operations               | <input type="checkbox"/> Attune™ Advisory Services - Energy Optimization                |
| <input type="checkbox"/> Attune™ Advisory Services - Energy Awareness         | <input type="checkbox"/> Attune™ Advisory Services - Lobby Digital Signage              |
| <input type="checkbox"/> Outcome Based Service - Assurance Automation         | <input type="checkbox"/> Outcome Based Service - Dynamic Automation                     |
| <input type="checkbox"/> Outcome Based Service - Vision                       |   |

**Contract Term:** (3) years from the Effective Date. Customer            Honeywell             
(INITIALS)

**Pricing for Year 1 of 3:** Twenty thousand four-hundred sixty-five dollars and 80/100 (\$ 20,465.80)

**Contract Effective Date:** October 1, 2018

- Sales Tax will be invoiced separately       Use Tax is included in the Price       This sale is tax exempt

**Payment Terms:** Quarterly

**Renewal:** The Contract Term will automatically be renewed for consecutive terms of one year unless terminated by either party by the delivery of written notice to the other at least sixty (60) days prior to the end of such term, or unless terminated as provided herein.

**Submitted by HBS:** (signature)   
Name: Mike Weinstein  
Title: Field Service Supervisor  
Date: September 14<sup>th</sup>, 2018

**This proposal is valid for 30 days.**

**Acceptance:** This proposal and the pages attached shall become an Agreement in accordance with Article 13 below and only upon signature below by an authorized representative of HONEYWELL and CUSTOMER.

**Accepted by:**  
HONEYWELL INTERNATIONAL INC., through  
its Honeywell Building Solutions business unit

**CUSTOMER:** CITY OF BELLEVILLE

**Signature:** \_\_\_\_\_  
Name: Scott Oman  
Title: Service Business Leader  
Date: \_\_\_\_\_

**Signature:** \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

## Preferred Automation Maintenance Services

**1.1 Scope** - HONEYWELL will maintain building automation system hardware and software found in the List of Covered Equipment and Software below.

**List of Covered Equipment:**

Drawing Number USB-013800-19 Rev C (October 17 <sup>th</sup> , 2017)				
Quantity	Description	Manufacturer	Model Number	Location
1	ComfortPoint Open Plant Controller	Honeywell	CPO-PC-6A	Heating Plant
2	ComfortPoint Open I/O Module		CP-EXPIO	Basement
1	ComfortPoint Open Small Point Controller		CP-SPC	Garage
1	ComfortPoint Open Network Controller		CP-CORE	Basement
1	ComfortPoint Open Room Controller		CPO-RL7U	Condenser Unit
17	ComfortPoint Open VAV Controller		CPO-VAV2A	6: Basement 4: 1 <sup>st</sup> Floor 7: 2 <sup>nd</sup> Floor
1	EBI System Server		Dell	PowerEdge T330

\*Includes all current switch/relays, start/stop relays, actuators, globe valves, temperature sensors (i.e. room, space, immersion, static pressure, duct, averaging duct, low limit controller, VAV discharge) and any other item listed on the subject drawing overall bill of material (see page 4).

**List of Covered Software:**

Quantity	Software Product Number	Product Description	Location
1	EBI R500	Enterprise Buildings Integrator – System #67872 System Points: 1,500 Licensed	Basement

**1.2 Coverage** - Unless noted by exception, maintenance intervals will be determined by equipment, application, location and HONEYWELL’S computer data bank of maintenance experience and manufacturer’s specifications, according to HONEYWELL’S best judgment.

After each service call is completed, details from the service report will be provided to CUSTOMER.

HONEYWELL will review current data and applications and will verify correct operation of connected HVAC equipment.

**1.3 Hardware Support** - HONEYWELL will perform scheduled maintenance services on the Equipment covered under this Agreement as detailed on the List of Covered Equipment.

HONEYWELL will repair or replace serviceable components and parts found on the List of Covered Equipment and Software, which have been found to be defective or have failed. Replaced components will be new or reconditioned components of compatible design as required to maintain CUSTOMER’S system. At HONEYWELL’S sole discretion, marginal components may also be repaired or replaced. These replacements will be based upon commercial availability of parts and/or components. All exchanged parts shall become the property of HONEYWELL.

Notwithstanding the foregoing, at initial inspection or following twelve (12) months of service, or at initial seasonal start-up, if any individual component cannot, in the sole or exclusive opinion of HONEYWELL, be properly repaired, due to obsolescence, lack of commercial availability of standard parts, and/or excessive wear or deterioration, HONEYWELL may remove said component from the List of Covered Equipment, with sixty (60) days written notice. Non-maintainable components will be eliminated from coverage under this Agreement and HONEYWELL shall adjust the price accordingly.

**1.4 Software Support** - HONEYWELL will maintain the present system within the functional limitations of presently installed hardware and/or software included in the List(s) of Covered Equipment and Software. This may include providing software patches, revisions and/or bug fixes to standard HONEYWELL software that may be periodically created by HONEYWELL to maintain present system operations. Third-party applications and/or software including, but not limited to, operating system(s), web browsers, local area network (LAN) and computerized maintenance management systems and any labor, software and/or hardware required to maintain the present applications and/or implement functional enhancements, will be CUSTOMER’S sole responsibility.

CUSTOMER shall be solely responsible for and agrees to purchase any and all hardware, firmware, and/or software that may hereafter be required to improve performance of the software installed on CUSTOMER'S system. HONEYWELL shall not be responsible to provide any improvements, functional, operational or otherwise. Third party software that adds, enhances or improves functional performance of CUSTOMER'S system are excluded under this Agreement and will be provided when and if available and at CUSTOMER'S expense.

Upon request, HONEYWELL will provide documentation to operate all HONEYWELL licensed software. Upon termination of this Agreement, all documentation, including software, will become operational property and responsibility of CUSTOMER, provided that CUSTOMER abides by the terms of the License Agreement for Software Products.

**1.5 Emergency Service** - Activities performed under this Agreement are designed to minimize the incidence of emergency situations. However, should an emergency arise, HONEYWELL personnel will assess the situation either by phone or remote diagnostics, or both, and will determine the required course of action with CUSTOMER. If it is determined that a site visit is required, HONEYWELL personnel will arrive at CUSTOMER'S site within 4 hours. If the resolution of the emergency service call requires HONEYWELL to provide service for equipment, software or any components thereof that are not listed on the List of Covered Equipment and Software, CUSTOMER will be liable for charges then prevailing for such service.

Emergency Service will be provided during the following periods during the term of this Agreement (check box for desired level of emergency service coverage):

- Continuous Emergency Service:**  
24 hours per day, seven days per week, federal holidays included
- Extended Hours Emergency Service:**  
12 hours per day, five days per week, federal holidays excluded.  
Specified hours: 6:00 a.m. - 6:00 p.m., Monday through Friday.
- Regular Business Hours Emergency Service:**  
8.5 hours per day, five days per week, federal holidays excluded.  
Specified hours: 8:00 a.m. - 4:30 p.m., Monday through Friday.

**1.6 Performance Review** - A review of the Services provided within this Agreement will be performed by HONEYWELL on an annual basis at CUSTOMER'S request. HONEYWELL and CUSTOMER will discuss work performed since the last review, answer questions pertaining to Service delivery, and identify opportunities to further improve performance of the Equipment.

**1.7 Honeywell ServicePortal** – HONEYWELL will provide customer access to an Internet-based application that will allow the CUSTOMER to securely submit non-emergency service requests online; view status of all service calls, whether scheduled, open or closed; view appointments and task detail of work performed on contracted service calls; and view contract and equipment coverage details (12 month history and includes only service performed per the HONEYWELL contract). Functionality enhancements or deletions are at the discretion of HONEYWELL.

**Drawing Number USB-013800-19 Rev C (October 17<sup>th</sup>, 2017)**

FIELD DEVICES			
Tag Name	Tot Qty	Part Number	Description
ACN	1	TGW-ACN	Senva: CO/NO2 Wall Mount Sensor, 24VAC
CRB	3	H938	Veris: Current switch/relay, split core, adj, 2.5-135A, 24vac-dc/10ma, spst/10A
CSC	2	H908	Veris: Current switch, split core, adj, 2.5-135A
CSO	1	H600	Veris: Current switch, split core, go/no go, 0.15-200A
MAT	4	0T-2100	Kele: Actuator, thermostatic, remote bulb
MLB	16	ML6161B2024	Hon: Actuator, dir cpl, floating, 24vac/2va, 35lb-in, 45-90deg
MRB	1	M6410A1029	Hon: Actuator, dir cpl, floating, 24vac/0.7va, 40lb-in, 125sec
	1	V5862A2070	Hon: Cartridge Globe Valve, 3/4" NPT, 4.9Cv, stem down to close
MSR	1	MS7520A2007	Hon: Actuator, dir cpl, 2-10vdc, 24vac/16va, 175lb-in, 95deg, spr rtn
MSRE	3	MS7510A2008	Hon: Actuator, dir cpl, 2-10vdc, 24vac/14va, 88lb-in, 95deg, spr rtn
MVM	1	ML7425B3012	Hon: Actuator, dir cpl, 0/2-10vdc, 24vac/12va, 135lb-in, 3/4in, 90sec, spr rtn/retract
MVR	1	ML6425B3013	Hon: Actuator, dir cpl, floating, 24vac/11va, 135lb-in, 3/4in, 90sec, spr rtn/retract
PAD	1	AFS-460-DSS-C	Kele: Press switch, air, diff, 2 - 12in, man reset, 2-spst/nc/lead/lag
	1	A-301-K	Kele: Static pressure tip, 4"
	1	A-345-K	Kele: Static pressure tip flange mounting kit
PLE	2	P7640B1024	Hon: Press, duct static, 0-1/2.5/5/10in =4-20mA/0-5Vdc/0-10Vdc, display
RBX	1	RIBX24BA	FunctDevices: Current switch/relay, adj, 0.5-20A, 24vac-dc/10ma, spdt/10A
RBX	3	RIBX24BA	FunctDevices: Current switch/relay, adj, 0.5-20a, 24vac-dc/10ma, spdt/10A
RKE	3	RIBU1C	Funct Dev: Relay, 10-30vdc/ac/120vac, spdt/10A
SDN	1	----	NOT SUPPLIED BY HONEYWELL
TLA1	1	L482A1004	Hon: Temp, Low limit controller, 15-55F, man reset, 1-NO, 1-NC
	1	314439	Hon: Duct mounting clip, (set qty to 5)
TLA2	1	L482A1004	Hon: Temp, Low limit controller, 15-55F, man reset, 1-NO, 1-NC
	1	314439	Hon: Duct mounting clip, (set qty to 5)
TNC	1	C7041R2018	Hon: Temp, duct, avg, 20k, -40 to 250F, rigid copper, 24ft
TNH	1	C7041B2005	Hon: Temp, duct, 20k, -40 to 250F, 6 in
TNH	16	C7041B2005	Hon: Temp, duct, 20k, -40 to 250F, 6 in
TNK	4	C7041B2013	Hon: Temp, duct, 20k, -40 to 250F, 12 in
TNO	1	C7041F2006	Hon: Temp, OSA, 20k, -40 to 250F
TNW	2	C7041D2001	Hon: Temp, immersion, 20k, -40 to 250F, 5 in
	2	50001774-001	Hon: Well, 5 in, s/s, 1/2 in NPT
VLV	2	V241-12-EP0.5	Kele: Valve, 1/2" sweat, 0.5 Cv
	2	V241-12-EP1.0	Kele: Valve, 1/2" sweat, 1.0 Cv
WCE	1	T7770C1044	Hon: Temp, room, 20k, relative setpoint, bypass, jack
WTA	1	TR21	Hon: Temp, room, 20k, no jack
WTR	1	TR42	Hon: Wall Module, LCD, Temp, Setpoint, Override, Sylk
WTR	16	TR42	Hon: Wall Module, LCD, Temp, Setpoint, Override, Sylk
XF	2	----	NOT SUPPLIED BY HONEYWELL
XFR7	1	TR100VA001	Funct Dev: Transformer, 120 to 24vac, 100va, circuit breaker, foot and single threaded hub mount

PANEL DEVICES			
Tag Name	Tot Qty	Part Number	Description
CPO	2	CP-EXPIO	Hon: ComfortPoint Open, expansion I/O module, 8 UI, 6 DI, 6 AO, 4 DO triac
CPR	1	CP-SPC	Hon: ComfortPoint Open, small point controller, 2 AI, 3 UI, 4 DI, 2 AO, 8 DO triac
CPRL7	1	CPO-RL7U	Hon: CP Open, room controller, 24vac, Sylk Bus, 10 UI, 6 AO, 4 triac, 4 relay, watchdog
CPT	1	CP-Core	Hon: ComfortPoint Open, plant controller, no I/O
CPW	1	CPO-VAV2A	Hon: ComfortPoint Open, VAV controller, 4 UI, 3 AO, 6 DO triac, Sylk bus, actuator, airflow
CPW	16	CPO-VAV2A	Hon: ComfortPoint Open, VAV controller, 4 UI, 3 AO, 6 DO triac, Sylk bus, actuator, airflow
PC6	1	CPO-PC-6A	Hon: ComfortPoint Open, plant controller, no I/O
RHC	2	RH2B-ULAC120V	Idec: Relay, 120vac, dpdt/10A
	2	SH2B-05	Idec: Relay socket, dpdt, DIN rail
RLC	6	RH1B-ULAC120V	Idec: Relay, 120vac, spdt/10A
	6	SH1B-05	Idec: Relay socket, spdt, DIN rail
XFR2	1	PSH100A100A	Funct Dev: Transformer, 120 to 24vac, 2 - 100va outputs, switch, bkr
XFR7	1	TR100VA001	Funct Dev: Transformer, 120 to 24vac, 100va, circuit breaker, foot and single threaded hub mount

## Preferred Mechanical Maintenance Services

**1.1 Scope - HONEYWELL** will maintain the mechanical systems, components, and hardware listed below:

**List of Covered Equipment:**

QTY	Description	Make	Model Number	Location
1	Packaged Air Handling Unit, 10 ton	Daikin	MPS010BGCR22R	Mechanical Room
1	Modular Indoor Central Station Air Handler		CAH028GVHM	Mechanical Room
1	Air Cooled Condensing Unit, 110 ton		RCS110D	Outsider Under Tower
2	DX Cooling Coil		5EJ1208A	Mechanical Room
1	Hot Water Heating Coil		5WH1002B	Mechanical Room
1	DC Ducted Air Conditioner, 1.5 ton / Split System SkyAir Heat Pump		FBQ18PVJURZQ18PVJU9	Mechanical Room
			RZQ18PVJU9	Outside
17	Dual Duct VAV Box	Nailor	D3230	Building-Wide
1	Single Duct VAV Box		S3230	Basement
3	Control Damper		1020	Building-Wide
2	Exhaust Fan, Belt Drive Centrifugal Roof Downblast Exhauster, Back Draft Damper	Acme	PV075	South Tower Roof (EF-1) North Tower Roof (EF-2)
1	Belt Drive Propeller Wall Box Exhaust Fan, Weather Hood Package		Fan: DC20WBP Hood: WHP20DC	South Garage (EF-3)
1	Direct Drive Propeller Wall Box Exhaust Fan, Weather Hood Package		Fan: FN14ECWBP Hood: WHP14FN/FQ	South Garage (EF-4)
4	Cabinet Unit Heater, 44" L x 4" W x 32" H	Sigma Products	CWF	Women's Toilet 1 <sup>st</sup> Floor
				Men's Toilet 1 <sup>st</sup> Floor
				Men's Toilet 2 <sup>nd</sup> Floor
				Women's Toilet 2 <sup>nd</sup> Floor
2	Crest high Efficiency Condensing Boiler	Lochinvar	FBN1251-M9	Boiler Room
2	Close Coupled Vertical Inline Pump, 1 HP	Taco	1935	
2	Close Coupled Vertical Inline Pump, 5 HP		KV1509	
1	Adjustable Frequency Drive	Eaton	HMX32AG01821-N	Mechanical Room
2	Variable Frequency Drive	ABB	ACH-550-UH-143A-2	Mechanical Room

**1.2 Preventive Maintenance** - Each preventive maintenance call will be scheduled by a computer-generated service report detailing the tasks to perform, the skill levels required, and the special tools and instrumentation required to maintain the systems. Maintenance intervals will be determined by either equipment run time or a frequency determined from consideration of equipment operation, application, location, or criticality of end use. Upon completion of each service call, a summary of the preventive maintenance tasks completed will be provided to CUSTOMER.

**1.3 Component Replacements** - HONEYWELL will maintain CUSTOMER'S presently installed system within the functional limitations of presently installed hardware, firmware, and software found on CUSTOMER'S system(s).

HONEYWELL will repair or replace serviceable components and parts found on the List of Covered Equipment that have been found to be defective or have failed. Replaced components will be new or reconditioned components of compatible design as required to maintain CUSTOMER'S system. At HONEYWELL'S sole discretion, marginal components may also be repaired or replaced. These replacements will be based upon commercial availability of parts and/or components. All exchanged parts shall become the property HONEYWELL. Automatic valve and damper maintenance and repair are included in this Agreement. The labor required for their removal and installation is not included.

Notwithstanding the foregoing, at initial inspection, at initial seasonal start-up, or following twelve (12) months of service, if any individual component cannot, in the sole or exclusive opinion of HONEYWELL, be properly repaired, due to obsolescence, lack of commercial availability of standard parts, and/or excessive wear or deterioration, HONEYWELL may remove said component from the List of Covered Equipment, with sixty (60) days written notice. Non-maintainable components will be eliminated from coverage under this Agreement and HONEYWELL shall adjust the price accordingly.

**1.4 Emergency Service** - Activities performed under this Agreement are designed to minimize the incidence of emergency situations. However, should an emergency arise, HONEYWELL personnel will assess the situation either by phone or remote diagnostics, or both, and will determine the required course of action with CUSTOMER. If it is determined that a site visit is required, HONEYWELL personnel will arrive at CUSTOMER site within 4 hours. If the resolution of the emergency service call requires HONEYWELL to provide service for equipment that is not listed in Article 1.1 above, CUSTOMER will be liable for charges prevailing for such service.

Emergency Service will be provided during the following periods during the term of this Agreement (check box for desired level of emergency service coverage):

- Continuous Emergency Service:**  
24 hours per day, seven days per week, federal holidays included
- Extended Hours Emergency Service:**  
12 hours per day, five days per week, federal holidays excluded.  
Specified hours: 6:00 a.m. - 6:00 p.m., Monday through Friday.
- Regular Business Hours Emergency Service:**  
8.5 hours per day, five days per week, federal holidays excluded.  
Specified hours: 8:00 a.m. - 4:30 p.m., Monday through Friday.

**1.5 Performance Review** - A review of the Services provided within this Agreement will be performed by HONEYWELL on an annual basis at CUSTOMER'S request. HONEYWELL and CUSTOMER will discuss work performed since the last review, answer questions pertaining to Service delivery, and identify opportunities to further improve performance of the Equipment.

**1.6 Honeywell ServicePortal** – HONEYWELL will provide customer access to an Internet-based application that will allow the CUSTOMER to securely submit non-emergency service requests online; view status of all service calls, whether scheduled, open or closed; view appointments and task detail of work performed on contracted service calls; and view contract and equipment coverage details (12 month history and includes only service performed per the HONEYWELL contract). Functionality enhancements or deletions are at the discretion of HONEYWELL.

## Special Provisions

These Special Provisions are incorporated herein by reference and made a part of the Honeywell International Inc., Honeywell Building Solutions – Services Agreement No. **40100063**

### Hardware Under Warranty

#### List of Covered Equipment:

Description	QTY	Manufacturer	Model	Manufacturer Warranty
Packaged Air Handling Unit	1	<sup>1</sup> Daikin	MPS010BGCR22R	5 year-Compressor Parts 10 year-Heat Exchanger Parts
Air Cooled Condensing Unit	1		RCS110D	5 year-Compressor Parts
SkyAir Heat Pump Split System	1		RZQ18 / FBQ18	10 year-Limited Parts and Compressor

"The equipment listed in Hardware Under Warranty (the "Applicable Equipment") is guaranteed against defects in workmanship or materials during the term of the Applicable Equipment manufacturer's warranty ("Warranty Term"). Honeywell will provide replacements for any Applicable Equipment found to be defective within the Warranty Term. This warranty excludes any costs for labor, travel, or any other expenses or damages associated with the replacement or repair of the Applicable Equipment, and Honeywell makes no other warranty with respect to the Applicable Equipment, whether implied or statutory, including but not limited to any warranty of merchantability or fitness for a particular purpose."

<sup>1</sup>Warranty start date August 28, 2017. Installation provided by BEL-O Cooling & Heating Inc. Daikin equipment provided by Thermal Mechanics, Inc.

### Multi-Year Pricing

Pricing as follows: Includes annual escalations of 3%.

Year	Contract Annual
Year 1 – October 1, 2018 – September 30, 2019	\$ 20,465.80
Year 2 – October 1, 2019 – September 30, 2020	\$ 21,079.77
Year 3 – October 1, 2020 – September 30, 2021	\$ 21,712.17

## General Terms and Conditions

### 1. WORKING HOURS

Unless otherwise stated, all labor and services under this Agreement will be performed during the hours of 8:00 a.m. - 4:30 p.m. local time Monday through Friday, excluding federal holidays. If for any reason Customer requests Honeywell to furnish any labor or services outside of the hours of 8:00 a.m. - 4:30 p.m. local time Monday through Friday (or on federal holidays), any overtime or additional expenses, such as repairs or material costs not included in this Agreement, will be billed to and paid by Customer.

### 2. TAXES

**2.1** Customer agrees to pay the amount of any new or increased taxes or governmental charges upon labor or the production, shipment, sale, installation, or use of equipment or software which become effective after the date of this Agreement. If Customer claims any such taxes do not apply to transactions covered by this Agreement, Customer shall provide Honeywell with a tax exemption certificate acceptable to the applicable taxing authorities.

**2.2 Tax-Related Cooperation.** CUSTOMER agrees to execute any documents and to provide additional reasonable cooperation to HONEYWELL related to HONEYWELL tax filings under Internal Revenue Code Section 179D. HONEYWELL will be designated the sole Section 179D beneficiary.

### 3. PROPRIETARY INFORMATION

**3.1** All proprietary information (as defined herein) obtained by Customer from Honeywell in connection with this Agreement will remain the property of Honeywell, and Customer will not divulge such information to any third party without prior written consent of Honeywell. The term "proprietary information" means written information (or oral information reduced to writing), or information in machine-readable form, including but not limited to software supplied to Customer which Honeywell deems proprietary or confidential and characterizes as proprietary at the time of disclosure to Customer by marking or labeling the same "Proprietary," "Confidential," or "Sensitive". The Customer shall incur no obligations hereunder with respect to proprietary information which: (a) was in the Customer's possession or was known to the Customer prior to its receipt from Honeywell; (b) is independently developed by the Customer without the utilization of such confidential information of Honeywell; (c) is or becomes public knowledge through no fault of the Customer; (d) is or becomes available to the Customer from a source other than Honeywell; (e) is or becomes available on an unrestricted basis to a third party from Honeywell or from someone acting under its control; (f) is received by Customer after notification to Honeywell that the Customer will not accept any further information.

**3.2** Customer agrees that Honeywell may use nonproprietary information pertaining to the Agreement, and the work performed under the Agreement, for press releases, case studies, data analysis, promotional purposes, and other similar documents or statements to be publicly released. The rights and obligations in this Section 3 shall survive expiration or termination of this Agreement.

### 4. INSURANCE OBLIGATIONS

Honeywell shall, at its own expense, carry and maintain in force at all times from the effective date of the Contract through final completion of the work the following insurance. It is agreed, however, that Honeywell has the right to insure or self-insure any of the insurance coverages listed below:

- (a) Commercial General Liability Insurance to include contractual liability, products/completed operations liability with a combined single limit of USD \$5,000,000 per occurrence. Such policy will be written on an occurrence form basis;
- (b) If automobiles are used in the execution of the Contract, Automobile Liability Insurance with a minimum combined single limit of USD \$5,000,000 per occurrence. Coverage will include all owned, leased, non-owned and hired vehicles.
- (c) Where applicable, "All Risk" Property Insurance, including Builder's Risk insurance, for physical damage to property which is assumed in the Contract.
- (d) Workers' Compensation Insurance Coverage A - Statutory limits and Coverage B-Employer's Liability Insurance with limits of USD \$1,000,000 for bodily injury each accident or disease.

Prior to the commencement of the Contract, Honeywell will furnish evidence of said insurance coverage in the form of a Memorandum of Insurance which is accessible at: <http://honeywell.com/sites/moi/>. All insurance required in this Article will be written by companies with a rating of no less than "A-, XII" by A.M. Best or equivalent rating agency. Honeywell will endeavor to provide a thirty (30) day notice of cancellation or non-renewal to the Customer. In the event that a self-insured program is implemented, Honeywell will provide adequate proof of financial responsibility.

### 5. HAZARDOUS SUBSTANCES, MOLD AND UNSAFE WORKING CONDITIONS

**5.1** Customer has not observed or received notice from any source (formal or informal) of (a) Hazardous Substances or Mold, either airborne or on or within the walls, floors, ceilings, heating, ventilation and air conditioning systems, plumbing systems, structure, and other components of the Site, or within furniture, fixtures, equipment, containers or pipelines in a Site; or (b) conditions that, to Customer's knowledge, might cause or promote accumulation, concentration, growth or dispersion of Hazardous Substances or Mold on or within such locations.

**5.2** Honeywell is not responsible for determining whether the Covered Equipment or the temperature, humidity and ventilation settings used by Customer, are appropriate for Customer and the Site except as specifically provided in an attached Work Scope Document.

**5.3** If any such materials, situations or conditions, whether disclosed or not, are in fact discovered by Honeywell or others and provide an unsafe condition for the performance of the work or Services, the discovery of the condition shall constitute a cause beyond Honeywell's reasonable control and Honeywell shall have the right to cease the work or Services until the area has been made safe by Customer or Customer's representative, at Customer's expense. Honeywell shall have the right to terminate this Agreement if Customer has not fully remediated the unsafe condition within sixty (60) days of discovery.

**5.4** Customer represents that Customer has not retained Honeywell to discover, inspect, investigate, identify, prevent or remediate Hazardous Substances or Mold or conditions caused by Hazardous Substances or Mold.

**5.5** Customer is responsible for the containment of any and all refrigerant stored on or about the premises. Customer accepts all responsibility for and agrees to indemnify Honeywell against any and all claims, damages, or causes of action that arise out of the storage, consumption, loss and/or disposal of refrigerant, except to the extent Honeywell has brought refrigerant onsite and is directly and solely negligent for its mishandling.

### 6. WARRANTY

**6.1** Honeywell will replace or repair any product Honeywell provides under this Agreement that fails within the warranty period of one (1) year because of defective workmanship or materials, except to the extent the failure results from Customer negligence, fire, lightning, water damage, or any other cause beyond the control of Honeywell. This warranty is effective as of the date of Customer acceptance of the product or the date Customer begins beneficial use of the product, whichever occurs first, and shall terminate and expire one (1) year after such effective date. Honeywell's sole obligation, and Customer's sole remedy, under this warranty is repair or replacement, at Honeywell's election, of the applicable defective products within the one (1) year warranty period. All products repaired or replaced, if any, are warranted only for the remaining and unexpired portion of the original one (1) year warranty period.

**6.2 EXCEPT AS EXPRESSLY PROVIDED IN SECTION 6.1, HONEYWELL MAKES NO REPRESENTATIONS OR WARRANTIES, WHETHER WRITTEN, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND HEREBY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE AND ANY AND ALL WARRANTIES REGARDING HAZARDOUS SUBSTANCES OR MOLD. NO EXTENSION OF THIS WARRANTY WILL BE BINDING UPON HONEYWELL UNLESS SET FORTH IN WRITING AND SIGNED BY HONEYWELL'S AUTHORIZED REPRESENTATIVE.**

**6.3** Honeywell shall have no duty, obligation or liability, all of which Customer expressly waives, for any damage or claim, whether known or unknown, including but not limited to property damage, personal injury, loss of income, emotional distress, death, loss of use, loss of value, adverse health effect or any special, consequential, punitive, exemplary or other damages, regardless of whether such damages may be caused by or otherwise associated with defects in the Services, in whole or in part due to or arising from any investigation, testing, analysis, monitoring, cleaning, removal, disposal, abatement, remediation, decontamination, repair, replacement, relocation, loss of use of building, or equipment and systems, or personal injury, death or disease in any way associated with Hazardous Substances or Mold.

### 7. INDEMNITY

Customer agrees to indemnify, defend and hold harmless Honeywell and its officers, directors, employees, affiliates and agents (each, an "indemnitee") from and against any and all actions, lawsuits, losses, damages, liabilities, claims, costs and expenses (including, without limitation, reasonable attorneys' fees) caused by, arising out of or relating to Customer's breach or alleged breach of this Agreement or the negligence or willful misconduct (or alleged negligence or willful misconduct) of Customer or any other person under Customer's control or for whom Customer is responsible. **WITHOUT LIMITING THE FOREGOING, TO THE FULLEST EXTENT ALLOWED BY LAW, CUSTOMER SHALL INDEMNIFY AND HOLD HONEYWELL AND EACH OTHER INDEMNITEE HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS AND COSTS OF WHATEVER NATURE, INCLUDING BUT NOT LIMITED TO, CONSULTANTS' AND ATTORNEYS' FEES, DAMAGES FOR BODILY INJURY AND PROPERTY DAMAGE, FINES, PENALTIES, CLEANUP COSTS AND COSTS ASSOCIATED WITH DELAY OR WORK STOPPAGE, THAT IN ANY WAY RESULTS FROM OR ARISES UNDER THE BREACH OF THE REPRESENTATIONS AND WARRANTIES OF CUSTOMER IN SECTION 5, THE EXISTENCE OF MOLD OR A HAZARDOUS SUBSTANCE AT A SITE, OR THE OCCURRENCE OR EXISTENCE OF THE SITUATIONS OR CONDITIONS DESCRIBED IN SECTION 5, WHETHER OR NOT CUSTOMER PROVIDES HONEYWELL ADVANCE NOTICE OF THE EXISTENCE OR OCCURRENCE AND REGARDLESS OF WHEN THE HAZARDOUS SUBSTANCE OR OCCURRENCE IS DISCOVERED OR OCCURS.** Customer may not enter into any settlement or consent to any judgment without the prior written approval of each indemnitee. This Section 7 shall survive termination or expiration of this Agreement for any reason.

## **8. LIMITATION OF LIABILITY**

NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, (I) IN NO EVENT WILL HONEYWELL BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY, STATUTORY, OR INDIRECT DAMAGES, LOSS OF PROFITS, REVENUES, OR USE, OR THE LOSS OR CORRUPTION OF DATA OR UNAUTHORIZED ACCESS TO OR USE OR MISAPPROPRIATION OF DATA BY THIRD PARTIES, EVEN IF INFORMED OF THE POSSIBILITY OF ANY OF THE FOREGOING, AND (II) THE AGGREGATE LIABILITY OF HONEYWELL FOR ANY CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL IN NO CASE EXCEED THE PRICE. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THESE LIMITATIONS AND EXCLUSIONS WILL APPLY WHETHER LIABILITY ARISES FROM BREACH OF CONTRACT, INDEMNITY, WARRANTY, TORT, OPERATION OF LAW, OR OTHERWISE.

## **9. EXCUSABLE DELAYS**

Honeywell is not liable for damages caused by delay or interruption in Services due to fire, flood, corrosive substances in the air, strike, lockout, disputes with workmen, inability to obtain material or services, commotion, war, acts of God, the presence of Hazardous Substances or Mold, or any other cause beyond Honeywell's reasonable control. Should any part of the system or any Equipment be damaged by fire, water, lightning, acts of God, the presence of Hazardous Substances or Mold, third parties or any other cause beyond the control of Honeywell, any repairs or replacement will be paid for by Customer. In the event of any such delay, date of shipment or performance will be extended by a period equal to the time lost by reason of such delay, and Honeywell will be entitled to recover from Customer its reasonable costs, overhead, and profit arising from such delay.

## **10. PATENT INDEMNITY**

**10.1** Honeywell shall, at its expense, defend or, at its option, settle any suit that may be instituted against Customer for alleged infringement of any United States patents related to the hardware or software manufactured and provided by Honeywell under this Agreement ("the equipment"), provided that a) such alleged infringement consists only in the use of such equipment by itself and not as part of, or in combination with, any other devices, parts or software not provided by Honeywell hereunder, b) Customer gives Honeywell immediate notice in writing of any such suit and permits Honeywell, through counsel of its choice, to answer the charge of infringement and defend such suit, and c) Customer gives Honeywell all needed information, assistance and authority, at Honeywell's expense, to enable Honeywell to defend such suit.

**10.2** If such a suit has occurred, or in Honeywell's opinion is likely to occur, Honeywell may, at its election and expense: a) obtain for Customer the right to continue using such equipment; b) replace, correct or modify it so that it is not infringing; or if neither a) or b) is not reasonable then c) remove such equipment and grant Customer a credit therefore, as depreciated.

**10.3** In the case of a final award of damages in any such suit, Honeywell will pay such award. Honeywell will not, however, be responsible for any settlement made without its written consent.

**10.4 THIS ARTICLE STATES HONEYWELL'S TOTAL LIABILITY AND CUSTOMER'S SOLE REMEDY FOR ANY ACTUAL OR ALLEGED INFRINGEMENT OF ANY PATENT BY THE HARDWARE MANUFACTURED AND PROVIDED BY HONEYWELL HEREUNDER.**

## **11. SOFTWARE LICENSE**

All software provided in connection with this Agreement shall be licensed and not sold. The end user of the software will be required to sign a license agreement with provisions limiting use of the software to the equipment provided under these specifications, limiting copying, preserving confidentiality, and prohibiting transfer to a third party. Licenses of this type are standard for computer-based equipment of the type covered by this Agreement. Customer shall be expected to grant Honeywell access to the end user for purposes of obtaining the necessary software license.

## **12. DISPUTE RESOLUTION**

With the exception of any controversy or claim arising out of or related to the installation, monitoring, and/or maintenance of fire and/or security systems, the Parties agree that any controversy or claim between Honeywell and Customer arising out of or relating to this Agreement, or the breach thereof, will be settled by arbitration in a neutral venue, conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. Any award rendered by the arbitrator will be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. Any controversy or claim arising out of or related to the installation, monitoring, and/or maintenance of systems associated with security and/or the detection of, and/or reduction of risk of loss associated with fire will be resolved in a court of competent jurisdiction.

## **13. ACCEPTANCE**

This proposal and the pages attached shall become an Agreement upon signature above by Honeywell and Customer. The terms and conditions are expressly limited to the provisions hereof, including Honeywell's General Terms and Conditions attached hereto, notwithstanding receipt of, or acknowledgment by, Honeywell of any purchase order, specification, or other document issued by Customer. Any additional or different terms set forth or referenced in Customer's purchase order are hereby objected to by Honeywell and shall be deemed a material alteration of these terms and shall not be a part of any resulting order.

## **14. MISCELLANEOUS**

**14.1** This Agreement represents the entire Agreement between Customer and Honeywell for the Work described herein and supersedes all prior negotiations, representations or Agreements between the Parties related to the work described herein.

**14.2** None of the provisions of this Agreement shall be modified, altered, changed or voided by any subsequent Purchase Order or other document unilaterally issued by Customer that relates to the subject matter of this Agreement. This Agreement may be amended only by written instrument signed by both parties.

**14.3** This Agreement is governed by the law of the State where the work is to be performed.

**14.4** Any provision or part of this Agreement held to be void or unenforceable under any laws or regulations will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Honeywell and Customer, who agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

**14.5** Customer may not assign or transfer its rights or delegate its obligations under this Agreement, in whole or in part, without the prior written consent of Honeywell. Honeywell may assign or transfer this Agreement, in whole or in part, or any of its rights or obligations under this Agreement without consent.

**14.6** Notwithstanding any other provision of this Agreement or any other agreement and to the extent permitted by applicable law, Honeywell and its affiliates may, in any country in which they or their agents or suppliers conduct business, during and after the term of this Agreement, (a) collect, transmit, receive, process, maintain, modify, and use for any purpose, and disseminate, disclose, license, and sell in anonymized or aggregated form, all data and information obtained in connection with this Agreement, and (b) assign or transfer the rights under this Section 14.6. To the extent required by Honeywell, Customer will enable Internet connectivity between its applicable system(s) and the Honeywell Sentience™ cloud platform, or other Honeywell-utilized system(s), and hereby consents to such connectivity throughout the term of this Agreement. This Section 14.6 shall survive expiration or termination of this Agreement.

## **15. COVERAGE**

**15.1** Customer agrees to provide access to all Equipment covered by this Agreement. Honeywell will be free to start and stop all primary equipment incidental to the operation of the mechanical, control, automation, and life safety system(s) as arranged with Customer's representative.

**15.2** It is understood that the repair, replacement, and emergency service provisions apply only to the Equipment included in the attached List of Covered Equipment. Repair or replacement of non-maintainable parts of the system such as, but not limited to, ductwork, piping, shell and tube (for boilers, evaporators, condensers, and chillers), unit cabinets, boiler refractory material, heat exchangers, insulating material, electrical wiring, hydronic and pneumatic piping, structural supports and other non-moving parts, is not included under this Agreement. Costs to repair or replace such non-maintainable parts will be the sole responsibility of Customer.

**15.3** Honeywell will not reload software, nor make repairs or replacements necessitated by reason of negligence or misuse of the Equipment by persons other than Honeywell or its employees, or caused by lightning, electrical storm, or other violent weather or by any other cause beyond Honeywell's control. Honeywell will provide such services at Customer's request and at an additional charge. Customer is entitled to receive Honeywell's then current preferred-Customer labor rates for such services.

**15.4** Honeywell may install diagnostic devices and/or software at Honeywell's expense to enhance system operation and support. Upon termination of this Agreement, Honeywell may remove these devices and return the system to its original operation. Customer agrees to provide, at its sole expense, connection to the switched telephone network for the diagnostic devices and/or software.

**15.5** Honeywell will review the Services delivered under this Agreement on an annual basis, unless otherwise noted.

**15.6** This Agreement assumes that the systems and/or Equipment included in the attached List of Covered Equipment are in maintainable condition. If repairs are necessary upon initial inspection or initial seasonal start-up, repair charges will be submitted for approval. Should these charges be declined, those non-maintainable items will be eliminated from coverage under this Agreement and the price adjusted accordingly.

**15.7** In the event that the system or any equipment component thereof is altered, modified, changed or moved, this Agreement may be immediately adjusted or terminated, at Honeywell's sole option. HONEYWELL is not responsible for any damages resulting from such alterations, modifications, changes or movement

**15.8** Honeywell is not responsible for maintaining a supply of, furnishing and/or replacing lost or needed refrigerants not otherwise expressly required under this Agreement. Customer is solely responsible for the cost of material and labor of any such refrigerant not otherwise provided for under this Agreement at current market rates.

**15.9** Maintenance, repairs, and replacement of Equipment parts and components are limited to restoring to proper working condition. Honeywell is not obligated to provide replacement software, equipment, components and/or parts that represent a significant betterment or capital improvement to Customer's system(s) hereunder.

**15.10** Unless otherwise specified, Customer retains all responsibility for maintaining LANs, WANs, leased lines and/or other communication mediums incidental or essential to the operation of the system(s) or Equipment found included in the attached List of Covered Equipment.

**15.11** Customer will promptly notify Honeywell of any malfunction in the system(s) or Equipment covered under this Agreement that comes to Customer's attention.

## **16. TERMS OF PAYMENT**

**16.1** Subject to Honeywell's approval of Customer's credit, Customer will pay or cause to be paid to Honeywell the full price for the Services as specified on the first page of this Agreement. Honeywell will submit annual invoices to Customer in advance for Services to be performed during the subsequent billing period, and payment shall be due within twenty (20) days after Customer's receipt of each such invoice. Payments for Services past due more than five (5) days shall accrue interest from the due date to the date of payment at the rate of one and one-half percent (1.5%) per month, compounded monthly, or the highest legal rate then allowed. Customer will pay all attorney and/or collection fees incurred by Honeywell in collecting any past due amounts.

**16.2 Price Adjustment.** Honeywell may annually adjust the amounts charged to Customer under this Agreement, and Customer will pay to Honeywell such adjusted amounts in accordance with Section 16.1 and the other applicable provisions of this Agreement.

## **17. TERMINATION**

**17.1** Customer may terminate this Agreement for cause if Honeywell defaults in the performance of any material term of this Agreement, or fails or neglects to carry forward the Services in accordance with this Agreement, after giving Honeywell written notice of its intent to terminate. If, within thirty (30) days following receipt of such notice, Honeywell fails to cure or perform its obligations, Customer may, by written notice to Honeywell, terminate this Agreement.

**17.2** Honeywell may terminate this Agreement for cause (including, but not limited to, Customer's failure to make payments as agreed herein) after giving Customer written notice of its intent to terminate. If, within thirty (30) days following receipt of such notice, Customer fails to make the payments then due, or otherwise fails to cure or perform its obligations, Honeywell may, by written notice to Customer, terminate this Agreement and recover from Customer payment for Services performed and for losses sustained for materials, tools, construction equipment and machinery, including but not limited to, reasonable overhead, profit and applicable damages.

**17.3 Cancellation** - This Agreement may be canceled at Honeywell's option in the event Honeywell equipment on Customer's premises is destroyed or substantially damaged. Likewise, this Agreement may be canceled at Customer's option in the event Customer's premises are destroyed. In the event of such cancellation, neither party shall be liable for damages or subject to any penalty, except that Customer will remain liable for Services rendered to the date of cancellation.

## **18. DEFINITIONS**

**18.1** "Hazardous substance" includes all of the following, whether naturally occurring or manufactured, in quantities, conditions or concentrations that have, are alleged to have, or are believed to have an adverse effect on human health, habitability of a Site, or the environment: (a) any dangerous, hazardous or toxic pollutant, contaminant, chemical, material or substance defined as hazardous or toxic or as a pollutant or contaminant under state or federal law, and (b) any petroleum product, nuclear fuel or material, carcinogen, asbestos, urea formaldehyde, foamed-in-place insulation, polychlorinated biphenyl (PCBs), and (c) any other chemical or biological material or organism, that has, is alleged to have, or is believed to have an adverse effect on human health, habitability of a Site, or the environment.

**18.2** "Mold" means any type or form of fungus or biological material or agent, including mold, mildew, moisture, yeast and mushrooms, and any mycotoxins, spores, scents, or by-products produced or released by any of the foregoing. This includes any related or any such conditions caused by third parties.

**18.3** "Covered Equipment" means the equipment covered by the Services to be performed by Honeywell under this Agreement, and is limited to the equipment included in the respective work scope attachments.

**18.4** "Services" means those services and obligations to be undertaken by Honeywell in support of, or to maintain, the Covered Equipment, as more fully detailed in the attached work scope document(s), which are incorporated herein.

# ST. CLAIR COUNTY TAX AGENT

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

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

September 25, 2018

City of Belleville  
213 South Illinois  
Belleville, IL 62220

Transaction Number: 0918927  
Parcel Number: 08-23.0-200-022

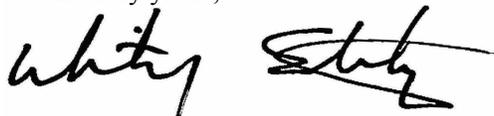
Dear Mr. Flynn,

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

Please return **the signed contract** along with a check in the amount of \$789.25 payable to the St. Clair County Trustee Payment Account to the address shown above. This amount is made up of \$750.00 for purchase plus \$39.25 for recording.

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

Sincerely yours,



Whitney Strohmeier



# PURCHASE CONTRACT

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

**PURCHASER:** City of Belleville

**SUBJECT PROPERTY:** 08-23.0-200-022

**TOTAL CONSIDERATION (Purchase Price + Recording Fee):** \$789.25

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

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

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

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

PURCHASER hereby assumes all taxes and assessments upon the SUBJECT PREMISES beginning January 1 of the year 2019.

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**SELLER:**

**PURCHASER:**

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

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

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

PURCHASER ADDRESS:  
City of Belleville  
213 South Illinois  
Belleville, IL 62220



WWW.TWM-INC.COM

# THOUVENOT, WADE & MOERCHEN, INC.

CONSULTING ENGINEERS ■ LAND SURVEYORS ■ PLANNERS

SWANSEA • WATERLOO • EDWARDSVILLE • ST. CHARLES

**CORPORATE OFFICE**  
4940 OLD COLLINSVILLE ROAD  
SWANSEA, IL 62226  
TEL 618.624.4488  
FAX 618.624.6688

## Exhibit A

Part of Lot 4B of U.S. Survey 652 in Township 1 South, Range 8 West of the Third Principal Meridian, County of St. Clair, State of Illinois and being more particularly described as follows:

Commencing at an iron pin found at the northeast corner of said Lot 4B; thence on an assumed bearing of South 00 degrees 31 minutes 58 seconds East, on the easterly line of said Lot 4B, a distance of 244.66 feet to the Point of Beginning of the tract herein being described.

From said Point of Beginning, thence continuing South 00 degrees 31 minutes 58 seconds East, on said easterly line, 187.39 feet; thence South 87 degrees 56 minutes 37 West, 242.22 feet; thence North 00 degrees 31 minutes 58 seconds West, 196.01 feet; thence North 89 degrees 58 minutes 54 seconds East, 242.15 feet to the Point of Beginning.

Said tract contains 1.07 acres, more or less.

Subject to easements, conditions, restrictions and right of way of record.

EXCEPTIONAL SERVICE.  
NOTHING LESS.

### FOUNDERS

Roland G. Thouvenot, PE  
Jerry T. Wade, PLS (Dec.)  
William J. Moerchen

### PRINCIPALS

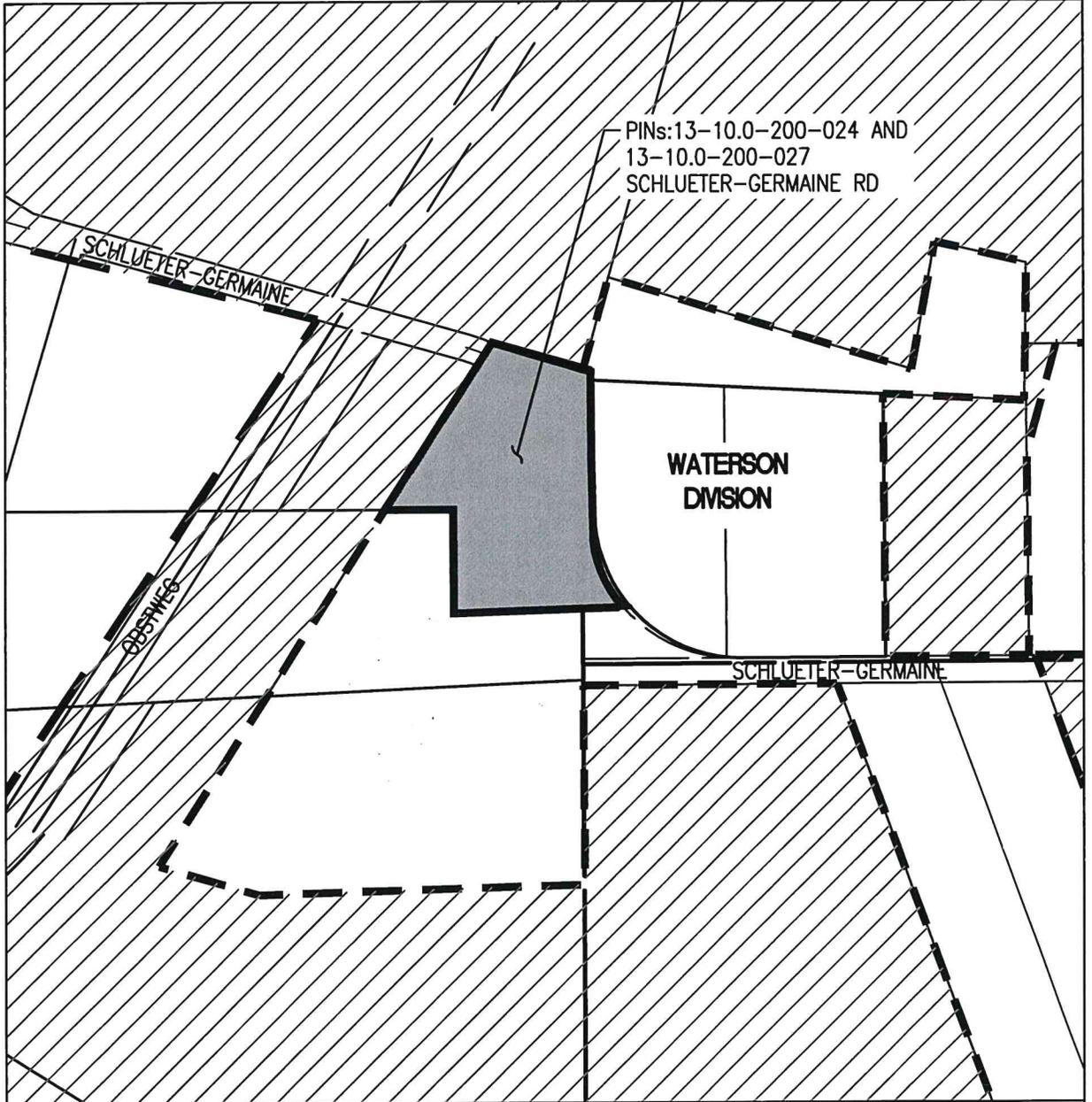
Roland G. Thouvenot, PE  
Paul K. Homann, PE  
Randall W. Burk  
Craig D. Brauer, PE

### ASSOCIATES

Joseph W. Moerchen, PLS  
Vicki L. Wade, PE  
"Rusty" Christmann, PE, SE  
Marsha J. Maller, PE  
Robert S. DeConcini, PE  
Edgar "Mike" Barnal, PLS  
Sheila J. Kimlinger, PE, SE  
Dana L. Link, PE  
J.R. Landeck, PLS, PE  
Ann M. Hammer

# EXHIBIT B

## PLAT OF ANNEXATION FOR CITY OF BELLEVILLE, ILLINOIS



SCALE:  
1"=300'

**CERTIFICATION**

THIS IS TO CERTIFY THAT IN THE EMPLOY OF CRAIG BRAUER, "THOUVENOT, WADE & MOERCHEN, INC." HAS PREPARED THIS PLAT FOR ANNEXATION TO THE CITY OF BELLEVILLE, ST. CLAIR CO., ILLINOIS.

*Joseph W. Moerchen*  
JOSEPH W. MOERCHEN  
I.P.L.S. # 035-003639

SIGN. DATE 7-06-2018  
EXP. DATE 11-30-2018

**LEGEND:**

- EXIST. CORP. LIMITS
- PRO. CORP. LIMITS
- AREA TO BE ANNEXED
- EXISTING CORP. LIMITS CITY OF BELLEVILLE



**THOUVENOT, WADE & MOERCHEN, INC.**  
CORPORATE OFFICE  
4940 OLD COLLINSVILLE RD., SWANSEA, IL 62226  
PHONE 618.624.4488 FAX 618.624.6688

P:\10043014\10043014-ANNEXATION\10043014.dwg Plotted on 06/20/18 2:41pm

## EXHIBIT C

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

CONSULTING ENGINEERS   ■   LAND SURVEYORS   ■   PLANNERS

SWANSEA • WATERLOO • EDWARDSVILLE • ST. CHARLES

---

#### **ANNEXATION LEGAL DESCRIPTION**

Part of the U.S. Survey 652 in Township 1 South, Range 8 West of the Third Principal Meridian, County of St. Clair, State of Illinois and being more particularly described as follows:

Beginning at the northwest corner of Lot 1 of Waterson Division, reference being had to the plat thereof in the St. Clair County Recorder's Office in Document Number A01864677, said Point of Beginning also being on the easterly right of way line of Schlueter-Germain Road; thence northerly on said westerly right of way line to the northerly right of way line of said Schlueter-Germain Road; thence northwesterly, on said northerly right of way line of Schlueter-Germain Road, 195 feet more or less to the existing City of Belleville Corporate Limit Line; thence southwesterly on said corporate limit line, 377 feet; thence easterly 128.79 feet; thence southerly 196 feet; thence easterly to said easterly right of way line of Schlueter-Germain Road; thence northerly on said easterly right of way line of Schlueter-Germain Road to the Point of Beginning.

Also, any right of way adjacent to the above described tract not currently within the corporate limits of any municipality.

Excepting therefrom, any portion of the above described tract currently within the corporate limits of any municipality.

As shown on Exhibit B attached hereto and made a part hereof.



OFFICE USE ONLY

Event Name: S 5th St Nbrhd Blk Party  
 Event Date: 10 28 18 Sun

## BLOCK PARTY REQUEST

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

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

Name(s) of requester(s): Rachel A. Kozuszek

Name of Event: South 5th Street Neighborhood Block Party

SUN  
 Date of Event: 28th October Event Starting Time: 11:00 hrs 4p Event Ending Time: 2:00 hrs 8p

Street Closure Time: 1:00 hrs 3p Street Re-Open Time: 2:00 hrs 9p

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

Name	Address	Phone	Email
Rachel Kozuszek	1009 S. 5th St. Belleville, IL 62220	618.203.2560	rachel@strongbypeleo.com

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

NAME	ADDRESS	SIGNATURE
Rachel A Kozuszek	1009 S. 5th St., Belleville IL	<i>Rachel Kozuszek</i>
Matthews Macek	1009 S. 5th St.	<i>Matthews Macek</i>
Mike Kranson	1010 S 5th St Belleville	<i>Mike Kranson</i>
Mike Eastman	1014 S. 5th St Belleville	<i>Mike Eastman</i>
Whitley Ponder	1005 S 5th Belleville, IL	<i>Whitley Ponder</i>
John Bux	1001 South 5th Belleville	<i>John J Bux</i>
Andrew Tufto	1013 S. 5th St Belleville	<i>Andrew Tufto</i>
Barb Bowman	1006 S. 5th St. Belleville	<i>Barbara Bowman</i>

OFFICE USE ONLY

Event Name: S 5th St Nbrhd Blk Party

Event Date: 10 28 18 Sun

Does this event require any of the following?

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

Yes  No Number Requested: 1

Yes  No Number Requested: 7

Yes  No

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

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

Signature of Person Making Application

Rachel A. Kozuszek

Printed Name of Person Making Application

1009 S. 5th St. Belleville, IL 62220

Mailing Address

618-203-2560

Phone Number

rachel@strongbypole.com

E-mail

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

Return this form (via mail or email):

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

Barricades / Trash / Picnic Tables  
in DW at 1009 S 5th

OFFICE USE ONLY

Event Name: S 5th St Nbrhd Block Party

Event Date: 10 28 18 - SUN

<p align="center"><b>CHECKLIST</b> (FOR USE BY CITY PERSONNEL ONLY)</p>	<p align="center"><b>EVENT INFORMATION</b> (FOR USE BY CITY PERSONNEL ONLY) Completed application/documentation to be sent to city staff prior to meeting. Meeting will then be scheduled with all city staff and a representative of the event.</p>
<p><input checked="" type="checkbox"/> Application</p> <p><input checked="" type="checkbox"/> Event Map</p>	<p>Date Received by City Clerk's Office: <u>09 05 18</u></p> <p>Scheduled Meeting Date: <u>09 17 18 10a</u></p> <p>Date Approved by Staff: <del>09 17 18</del> <u>09 17 18</u></p> <p>Date on Council Agenda: <u>10 01 18</u></p> <p>Notification Sent to Event Representative of Council Meeting: <u>09 18 18</u></p>
<p><input type="checkbox"/> Approved on: _____ <input type="checkbox"/> Denied on: _____</p> <p>Notification Sent to Event Representative of Council Approval/Denial on: _____</p>	

**STAFF REVIEW SECTION**

Police Department: \_\_\_\_\_

APPROVED     DENIED    DATE: \_\_\_\_\_    INITIALS: \_\_\_\_\_

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

APPROVED     DENIED    DATE: 9/17/18    INITIALS: [Signature]

Public Works: Barricades, 1 trash tote, and picnic tables will be delivered as requested.

APPROVED     DENIED    DATE: 9/17/18    INITIALS: JRP

Maintenance Department: N/A

APPROVED     DENIED    DATE: 9-17-18    INITIALS: KLV

South 5th Street Neighborhood  
Block Party Street Closure Request

CLEVELAND

6TH

5TH

6TH

POLK

Roosevelt  
School

Area to be closed.  
3:00 PM-9:00 PM  
10/28/18

VAN BUREN

VAN BUREN



## Jenny Meyer

---

**From:** Jenny Meyer [jmeyer@belleville.net]  
**Sent:** Tuesday, September 18, 2018 12:40 PM  
**To:** 'rachel'; 'Eric Schauster'  
**Cc:** 'Jason Poole'; 'John Hartmann'; 'Ken Vaughn'; 'mattinglyc@bellevillepolice.org'; 'Tom Pour'; 'Erin Clifford'; 'jstarnes@belleville.net'  
**Subject:** South 5th Street Neighborhood Block Party  
**Attachments:** image001.png

Rachel & Eric:

Thank you for meeting with City staff yesterday to discuss and review the upcoming South 5th Street Neighborhood Block Party. Below is a synopsis of the meeting for your records:

### Event:

- South 5th Street Neighborhood Block Party
- 4:00pm to 8:00pm
- Sunday, October 28, 2018

### Street Closure Request:

- Block of South 5th Street between Polk and Van Buren
- 3:00pm to 9:00pm
- No Parking signs not necessary- all neighbors involved and will not park on street

### Public Works:

- Public Works will deliver barricades on Friday, October 26, 2018 to the driveway of 1009 South 5th Street. Organizers are responsible for the closing/opening of the street at the designated times, as well as returning the street to its original condition. Return all barricades to drop-off location for pick-up on Monday, October 29, 2018.
- Public Works will deliver 1 trash toter on Friday, October 26, 2018 to the driveway of 1009 South 5th Street. Return trash toter to drop-off location for pick-up on Monday, October 29, 2018.
- Public Works will deliver 7 picnic tables on Friday, October 26, 2018 to the driveway of 1009 South 5th Street. Return picnic tables to drop-off location for pick-up on Monday, October 29, 2018.

### Police Department:

- Situational awareness only

### Fire Department:

- Situational awareness only

### Maintenance Department:

- Situational awareness only

This request will go to City Council for approval on Monday, October 1, 2018, 7:00pm, City Hall, Council Chambers, 101 South Illinois Street, Belleville, IL. Upon the decision of the City Council, you will receive a letter via email.

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

Respectfully,

**From:** Amy Pollock [mailto:amyp@chemtronh2o.com]  
**Sent:** Tuesday, September 25, 2018 7:57 AM  
**To:** Jenny Meyer  
**Cc:** Emily Vosse (Ej.vosse@gmail.com); Michelle.Tidwell; diandabby@yahoo.com; Simonin, Scott L  
**Subject:** QP 5K rain out date

Hi Jenny,

We were wanting to confirm our make up date for the 5K for Sat Nov 17 at 9:00a. Do we need to fill out the event request form again, or is this email ok? It would be the same details as before. (Open course, and requesting 2 race in progress signs plus 20 safety vests) Thanks!

Regards,

Amy Pollock  
Director of Sales  
314.809.6638-cell



This communication contains information that is confidential, proprietary in nature, and may also be attorney-client privileged and/or work product privileged. It is for the exclusive use of the intended recipient(s). If you are not the intended recipient(s) or the person responsible for delivering it to the intended recipient(s), please note that any form of dissemination, distribution or copying of this communication is strictly prohibited and may be unlawful. If you have received this communication in error, please immediately notify the sender and delete the original communication. Thank you for your cooperation.

**ORDINANCE NO. 8252-2018**

**AN ORDINANCE ENACTING AND ADOPTING A SUPPLEMENT TO THE  
CODE OF ORDINANCES FOR THE CITY OF BELLEVILLE, IL AND  
DECLARING AN EMERGENCY.**

WHEREAS, American Legal Publishing Corporation of Cincinnati, Ohio, has completed the S-1 Supplement to the Code of Ordinances of the City of Belleville, Illinois, which supplement contains all ordinances of a general and permanent nature enacted since the prior supplement to the Code of Ordinances of the City; and

WHEREAS, American Legal Publishing Corporation has recommended the revision or addition of certain sections of the Code of Ordinances which are based on or make reference to sections of the Illinois code; and

WHEREAS, it is the intent of the Legislative Authority to accept these updated sections in accordance with the changes of law of the State of Illinois; and

WHEREAS, it is necessary to provide for the usual daily operation of the municipality and for the immediate preservation of the public peace, health, safety and general welfare of the municipality that this ordinance take effect at an early date;

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

**Section 1.** That the S-2 Supplement to the Code of Ordinances of the City of Belleville, Illinois, as submitted by American Legal Publishing Corporation of Cincinnati, Ohio, and as attached hereto, be and the same is hereby adopted by reference as if set out in its entirety.

**Section 2.** Such supplement shall be deemed published as of the day of its adoption and approval by the City Council and the Clerk of Belleville, Illinois, is hereby authorized and ordered to insert such supplement into the copy of the Code of Ordinances kept on file in the Office of the Clerk.

**Section 3.** This ordinance is declared to be an emergency measure necessary for the immediate preservation of the peace, health, safety and general welfare of the people of this municipality, and shall take effect at the earliest date provided by law.

**PASSED** by the City Council of the City of Belleville, Illinois, on this 1st day of October, 2018 on the following roll call vote:

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

APPROVED by the Mayor of the City of Belleville, Illinois this 2nd day of October, 2018.

\_\_\_\_\_  
MAYOR

ATTEST:

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



**ORDINANCE NO. 8253-2018**

**AN ORDINANCE AMENDING TITLE XV (LAND USAGE),  
CHAPTER 157 (FLOOD PLAINS), SECTION 157.10 (PROTECTING  
BUILDINGS), AND CHAPTER 162 (ZONING), SECTION 162.036 (ACCESSORY USE  
RESTRICTIONS) 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 157 (Flood Plains), Section 157.10 (Protecting Buildings), subsection (F) is hereby amended by repealing said subsection (F) in its entirety, and substituting in lieu thereof the following:

(F) Garages or sheds constructed ancillary to a residential use may be permitted, provided the following conditions are met.

- (1) The garage or shed must be non-habitable.
- (2) The garage or shed must be used only for the storage of vehicles and tools and cannot be modified later into another use.
- (3) The garage or shed must be located outside of the floodway.
- (4) The garage or shed must be on a single-family lot and be accessory to an existing principal structure on the same lot.
- (5) Below the base flood elevation, the garage or shed must be built of materials not susceptible to flood damage.
- (6) All utilities, plumbing, heating, air conditioning and electrical must be elevated above the flood protection elevation.
- (7) The garage or shed must have at least one permanent opening on each wall no more than one foot above grade with one square inch of opening for every one square foot of floor area.
- (8) The garage or shed must be less than \$7,500 in market value or replacement cost whichever is greater or less than 500 square feet.
- (9) The structure shall be anchored to resist flotation and overturning.
- (10) All flammable or toxic materials (gasoline, paint, insecticides, fertilizers and the like) shall be stored above the flood protection elevation.

(11) The lowest floor elevation should be documented and the owner advised of the flood insurance implications.

(12) The garage or shed must be otherwise compliant with the requirements for accessory uses as set forth in Sections 162.034, 162.035 and 162.036 of the City Zoning Code.

**Section 2.** That Chapter 162 (Zoning), Section 162.036 (Accessory Use Restrictions) is hereby amended by repealing said Section 162.036 in its entirety, and substituting in lieu thereof the following:

**§ 162.036 ACCESSORY USE RESTRICTIONS.**

(A) *Height.* No accessory use shall be higher than:

- (1) Fifteen feet in any residential district; or
- (2) Twenty-five feet in any other zoning district.

(B) *Setbacks.* No accessory use in any zoning district shall be located in any part of any front yard, nor closer than five feet to any side or rear yard.

(C) *Percentage of lot coverage.* In any residential district, all buildings including accessory buildings shall not cover more than 40% of the lot area.

(D) *Use as dwelling.* Use of any accessory structure as a dwelling is strictly prohibited throughout the zoning jurisdiction of the city.

(E) *Garages and carports.* Unattached garages, carports or storage sheds may come within two feet of side or rear property lines. The roof line shall govern the two-foot set back.

(F) *Number of storage sheds.* Number of storage sheds permitted on a residential property shall be limited to no more than two such structures of sixty-four (64) square feet or larger.

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

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

**PASSED** by the City Council of the City of Belleville, Illinois, on this 1<sup>st</sup> day of October, 2018 on the following roll call vote:

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

**APPROVED** by the Mayor of the City of Belleville, Illinois this 2<sup>nd</sup> day of October, 2018.

\_\_\_\_\_  
MARK W. ECKERT, MAYOR

ATTEST:

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

**ORDINANCE NO. 8254-2018**

**AN ORDINANCE AMENDING TITLE XV (LAND USAGE),  
CHAPTER 151 (ELECTRICAL CODE), SECTION 151.47 (RECIPROCITY)  
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 Title IV (Land Usage), Chapter 151 (Electrical Code), Section 151.47 (Reciprocity), is hereby repealed.

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

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

**PASSED** by the City Council of the City of Belleville, Illinois, on this 1<sup>st</sup> day of October, 2018 on the following roll call vote:

	<b><u>AYE</u></b>	<b><u>NAY</u></b>
Joseph Hazel	_____	_____
Ken Kinsella	_____	_____
Jane Pusa	_____	_____
Michael Buettner	_____	_____
Kent Randle	_____	_____
Scott Tyler	_____	_____
Johnnie Anthony	_____	_____
Raffi Ovian	_____	_____
Edward Dintelman	_____	_____
Phillip Silsby	_____	_____
Paul Seibert	_____	_____
Bob White	_____	_____
Philip Elmore	_____	_____

Trent Galetti  
Roger Wigginton  
James Musgrove

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

**APPROVED** by the Mayor of the City of Belleville, Illinois this 2<sup>nd</sup> day of October, 2018.

\_\_\_\_\_  
MARK W. ECKERT, MAYOR

ATTEST:

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

ORDINANCE NO. 8255-2018

**AN ORDINANCE AMENDING TITLE XI (BUSINESS REGULATIONS), CHAPTER 113 (SPECIAL SALES; PERSONAL SALES), SECTION 113.001 (SECONDHAND DEALERS) 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 113 (Special Sales; Personal Sales), Section 113.001 (Secondhand Dealers), is hereby amended by repealing said Section 113.001 in its entirety, and substituting in lieu thereof the following:

**§ 113.001 SECONDHAND DEALERS.**

(A) A **SECONDHAND DEALER** is defined as any individual, corporation, business, partnership or other entity, except a non-profit/charitable organization, that operates a retail store or shop engaged in the business of purchasing, selling, receiving, trading, ~~consignment selling~~ or otherwise transferring for value any secondhand goods, as defined herein, including but not limited to thrift, resale ~~and consignment stores/shops~~; provided, however, that a secondhand dealer shall not include garage sales permitted under §§ 113.060 through 113.064, pawnbrokers licensed under §§ 113.090 through 113.099, a licensed junk dealer under §§ 114.020 through 114.029, retail establishments that derive less than fifty percent (50%) of gross monthly revenues from the sale of used goods, periodic sales and special-event/convention centers, nor the sale of used cars.

(B) **SECONDHAND GOODS** is defined as any used or discarded item of personal property that goods, wares and merchandise which was previously owned or used by any person other than the manufacturer, wholesaler, or retailer and has not expended its purpose, including but not limited to any of the following:

- (1) Antiques and collectibles.
- (2) Artwork, including but not limited to paintings and sculptures.

- (3) Audio-visual equipment, including but not limited to any stereo, speaker, radio, video recorder, video camera, television set, tape or disc player.
- (4) Bicycles.
- (5) Cameras and other photographic instruments and equipment.
- (6) China.
- (7) Computers, printers, software, and computer supplies.
- (8) Clothing.
- (9) Crystal.
- (10) Electronic toys and games, and related equipment.
- (11) Electronic equipment other than electronic toys and games.
- (12) Fur coats and other fur clothing.
- (13) Microwave ovens and other kitchen appliances.
- (14) Mopeds, motor-scooters or similar devices.
- (15) Office equipment.
- (16) Pianos, organs, guitars, and all other musical instruments.
- (17) Precious metals and stones, as defined herein.
- (18) Silverware and flatware.
- (19) Small electrical appliances.
- (20) Sports equipment.
- (21) Telephones, including, but not limited to pager and cellular phones and other satellite signal devices.
- (22) Tools.
- (23) Trading cards and memorabilia.
- (24) Valuable metals, including but not limited to aluminum, copper, lead, titanium, stainless steel, copper alloy or brass, formed as a bar, cable, rod, tubing, wire, wire scrap, clamp, connector, bushing or bearing.
- (25) Videotapes, digital video discs, compact discs, records, audiotapes, digital audio discs, or similar audio or audio-visual recording media.

(C) No person shall engage in business as a secondhand dealer within the city without a license. The license fee is \$~~25~~50 per year. No more than two currently-licensed secondhand dealers in the special service area defined by the special service area, Ord. 3325, and no more than ten currently licensed secondhand dealers in the city, shall be permitted at any time. No secondhand dealer license shall issue unless renewed by the current holder of a license (after compliance with this section) or by a new applicant (after compliance with this section) where a current license holder relinquishes the license in writing, presented to the City Clerk or fails to renew said license in a timely manner. Notwithstanding the foregoing, secondhand dealers licensed as of March 31, 2017 are entitled to have their license renewed if compliant with this section, but may not transfer such license.

(D) Every secondhand dealer doing business in the city shall keep a record of every article pledged with him or her or sold to him or her and this record shall be open to inspection of any police officer at any time during the hours of business. Such secondhand dealer shall require the person to present a driver's license or other

proper identification and record the name and the address of the person delivering the article to him or her. It shall be the duty of every secondhand dealer to report to the police any article pledged with him or her or which is sought to be pledged with him or her if he or she shall have the reason to believe that the article was stolen or lost and found by the person attempting to pledge it in the case of a lost article.

(E) A secondhand dealer shall not store and/or display any secondhand goods outside of a retail store or shop other than goods normally intended for outdoor use, and such limited outside display shall only be permitted within 20 feet of the retail store or shop between the hours of 9:00 a.m. and 9:00 p.m. daily.

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

**Section 3.** Any person violating this Ordinance shall be subject to the penalties of Title XI (Business Regulations), Chapter 113 (Special Sales; Personal Sales), Section 113.999 (Penalty).

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

**PASSED** by the City Council of the City of Belleville, Illinois, on this 1<sup>st</sup> day of October, 2018 on the following roll call vote:

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

**APPROVED** by the Mayor of the City of Belleville, Illinois this 2<sup>nd</sup> day of October, 2018.

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MARK W. ECKERT, MAYOR

ATTEST:

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JENNIFER GAIN MEYER, CITY CLERK

ORDINANCE NO. \_\_\_\_

**AN ORDINANCE ANNEXING CERTAIN TERRITORY OWNED BY CAROL J. BRAUER, KEITH A. BRAUER, CRAIG D. BRAUER, AND DONNA J. WENDEL TO THE CITY OF BELLEVILLE, ILLINOIS**

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

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

WHEREAS, Carol J. Brauer, Keith A. Brauer, Craig D. Brauer, and Donna J. Wendel are the legal owner of record of certain territory located at 510 Schlueter Germaine Road, St. Clair County Permanent Parcel Nos. 13-10.0-200-024, 13-10.0-200-027 more fully described in Exhibit A and C attached hereto; and

WHEREAS, a written petition, signed by the legal owners of record of the land within the territory described in Exhibit A and C attached hereto, together with 51% of the electors residing thereon, has been filed with the City Clerk of the City of Belleville, Illinois, requesting that said territory be annexed to the City of Belleville as an "A-1" Single-Family Residence District; and

WHEREAS, legal notices regarding the intention of the City to annex such territory have been sent to all public bodies required to receive such notice by State statute; and

WHEREAS, copies of such notices required to be recorded, if any, have been recorded in the Office of the Recorder of St. Clair County; and

WHEREAS, all petitions, documents, and other necessary legal requirements are in full compliance with the statutes of the State of Illinois; and

WHEREAS, it is in the best interests of the City that such territory be annexed thereto.

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

**Section 1.** That the territory described in Exhibit A and C attached hereto and made a part hereof being indicated on an accurate map of the annexed territory which is appended to and

made part of this Ordinance as Exhibit B is hereby annexed to the City of Belleville, St. Clair County, Illinois.

**Section 2.** That the 1.07 acre tract described in Exhibit A, a portion of St. Clair County Permanent Parcel No. 13-10.0-200-027, is hereby subdivided without necessitating submittal of a Subdivision Plat to the City of Belleville.

**Section 3.** That the City Clerk is hereby directed to record with the St. Clair County Recorder and to file with the St. Clair County Clerk a certified copy of this Ordinance, together with an accurate map of the territory annexed.

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

**PASSED** by the City Council of the City of Belleville, Illinois, on this 1st day of October, 2018 on the following roll call vote:

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

APPROVED by the Mayor of the City of Belleville, Illinois this \_\_\_ day of October, 2018.

\_\_\_\_\_  
MAYOR

ATTEST:

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

SYS DATE:09/25/18

CITY OF BELLEVILLE  
C L A I M S H E E T  
Monday October 01,2018

SYS TIME:09:51

DATE: 10/01/18

[NCS]  
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VENDOR #	NAME	DEPT.	AMOUNT
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13 MOTOR FUEL TAX FUND

3411	ASPHALT SALES & PRODUCTS, INC.	13-00	2,866.71
EL001	ELECTRICO, INC.	13-00	2,833.47
MI093	MIKE A MAEDGE TRUCKING, INC	13-00	1,837.02
	**TOTAL		7,537.20

13 MOTOR FUEL TAX FUND	GRAND TOTAL	7,537.20
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