



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

**CITY COUNCIL AGENDA
CITY OF BELLEVILLE, IL
JUNE 15, 2020
AT 7:00 P.M.**

PLEASE TAKE NOTICE THAT, PURSUANT TO EXECUTIVE ORDER 2020-33, AN EXECUTIVE ORDER IN RESPONSE TO COVID-19 (COVID-19 EXECUTIVE ORDER NO. 31) ISSUED APRIL 30, 2020, BY GOVERNOR JB PRITZKER, THE CITY COUNCIL OF THE CITY OF BELLEVILLE IS PROVIDING THE FOLLOWING REMOTE ELECTRONIC ACCESS TO ITS JUNE 15, 2020 CITY COUNCIL MEETING FOR ITS MEMBERS, STAFF AND PUBLIC.

INTERNET VIDEO/AUDIO ACCESS AVAILABLE VIA FACEBOOK

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

**TELEPHONIC ACCESS: DIAL 1 (872) 240-3412
ACCESS CODE: 583-219-181#**

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

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

- 2. ROLL CALL ALDERMEN**
- 3. ROLL CALL DEPARTMENT HEADS**
- 4. PLEDGE OF ALLEGIANCE**
- 5. PUBLIC HEARING**
- 6. PUBLIC PARTICIPATION (2-3 MINUTES PER PERSON) - See back page for rules.**

7. PRESENTATIONS, RECOGNITIONS & APPOINTMENTS

7-A. Mayor Eckert will recognize Royce Carlisle for 34 years of service with the City of Belleville while serving as Director of Wastewater Treatment Plant and Sewer Lines.

7-B. Mayor Eckert will recognize Sherry Favre Salvatore for 3 1/2 years of service with the City of Belleville while serving as Director of Human Resources.

7-C. Mayor Eckert will recommend the promotion and appointment of Randy Smith, Sr., as Director of Wastewater Treatment Plant and Sewer Lines, effective June 27, 2020 at 12:01 a.m.

7-D. Mayor Eckert will recommend the promotion and appointment of Jay Godt, as Assistant Director of Wastewater Treatment Plant and Sewer Lines, effective June 27, 2020 at 12:01 a.m.

7-E. Mayor Eckert will recommend the appointment of Emma Qualls as Interim Human Resources Manager, effective immediately.

7-F. Mayor Eckert will recommend the appointment of Andy Gaa to fill a vacancy on the Historic Preservation Commission left by Christina McCullough and to serve a 1-year term.

8. APPROVAL OF MINUTES

8-A. Motion to approve City Council Meeting Minutes - June 1, 2020.

9. CLAIMS, PAYROLL AND DISBURSEMENTS

9-A. Motion to approve claims and disbursements in the amount of **\$1,501,272.79** payroll in the amount of **\$786,355.12**.

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:**

- 11-A(1). Motion to consider implementing 1/10th cent per kilowatt hour civic fee for electric aggregation. *(Sent from Finance Committee without a recommendation)*

11-B. MOTIONS FROM **STREETS AND GRADES COMMITTEE:**

- 11-B(1). Motion to approve Fournie Contracting Co., Inc in the amount of \$75,944.75 for the 2021 Ditching Program. (MFT/TIF FUNDS)
- 11-B(2). Motion to approve Fournie Contracting Co., Inc in the amount of \$113,414.30 for the 2021 Sidewalk Program. (MFT/TIF FUNDS)
- 11-B(3). Motion to approve Hank’s Excavating and Landscaping, Inc in the amount of \$153,539.19 for the 2021 Infrastructure Program. (MFT/TIF FUNDS)
- 11-B(4). Motion to approve Kuhlman Design Group in the amount of \$4,074.00 for survey and Civil Engineering services to complete the final design for the drainage project near S. 29th Street and the railroad crossing.

11-C. MOTION FROM **PLANNING COMMISSION:**

- 11-C(1). Bergmann-Roscow Plumbing Storage Building: Site Plan for the development of a 2,400 square foot storage building, located at 56 Empire Drive on a 1.1 acre, “D-1” Light Industry District zoned property. (parcel #08-25.0-303-021) Ward 6 *Planning Commission unanimously recommended Approval with the stipulation the City Engineer approve storm water detention plans prior to issuance of Building Permits.*

11-D. MOTION FROM **ECONOMIC DEVELOPMENT AND ANNEXATION:**

- 11-D(1). Motion to approve a development agreement with Pinnacle Eateries, LLC for remodeling of the existing facility located at 648 Carlyle Avenue for a new restaurant.

12. COMMUNICATIONS

13. PETITIONS

14. RESOLUTIONS

15. ORDINANCES

16. UNFINISHED BUSINESS

17. MISCELLANEOUS & NEW BUSINESS

- 17-A. Motor Fuel Claims in the Amount of **\$9,467.68**.

18. EXECUTIVE SESSION

18-A. The City Council may go into executive session to discuss the appointment, employment, compensation, discipline, performance, or dismissal of specific employees (5 ILCS 120/2(c)(1)), collective bargaining negotiation matters between the public body and its employees or their representatives (5 ILCS 120(c)(2)).

18-B. The City Council may take the following actions as a result of executive session:

- Possible motion to terminate Memorandum of Understanding with Teamsters, Petroleum and Allied Trades, Local Union No. 50 drivers and helpers/parks and recreation maintenance bargaining unit (Union) concerning bargaining-unit member furloughs, pursuant to Section 3 thereof, and recall Union employee Christopher Hertel from unpaid-furlough status,

effective June 16, 2020.

- Possible motion to recall Housing Inspector(s) from unpaid-furlough status, effective June 16, 2020.

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

PUBLIC PARTICIPATION (2-3 MINUTES PER PERSON)

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

CITY OF BELLEVILLE, ILLINOIS



MARK W. ECKERT, MAYOR
101 SOUTH ILLINOIS STREET
BELLEVILLE, ILLINOIS 62220-2105
(618) 233-6810

MEMORANDUM

TO: City Clerk Jennifer Gain Meyer
City Treasurer Dean Hardt
City Department Heads
Aldermen, City of Belleville

FROM: Mayor Mark W. Eckert *M.W.E.*

DATE: Thursday, June 11, 2020

SUBJECT: Promotions and Appointments of Randy Smith, Sr., and Jay Godt

Royce Carlisle's last day of employment with the City of Belleville will be June 26, 2020. We are grateful for Royce's 34 years of dedicated service and we wish him all the best with his retirement.

At the next City Council meeting on Monday, June 15, 2020, I will recommend the promotion and appointment of Randy Smith, Sr., as Director of Wastewater Treatment Plant and Sewer Lines, effective June 27, 2020 at 12:01 a.m. Randy will be paid the same salary as budgeted for this position, \$105,923.58.

Also, I will recommend the promotion and appointment of Jay Godt, as Assistant Director of Wastewater Treatment Plant and Sewer Lines, effective June 27, 2020 at 12:01 a.m. Jay will be paid the same salary as budgeted for this position, \$93,373.49.

Thank you.

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TO: City Clerk Jennifer Gain Meyer
City Treasurer Dean Hardt
City Department Heads
Aldermen, City of Belleville

FROM: Mayor Mark W. Eckert *m.w.e.*

DATE: Thursday, June 11, 2020

SUBJECT: Appointment of new Interim Human Resources Manager,
Emma Qualls

Sherry Favre Salvatore's last day of employment with the City of Belleville is today, Thursday, June 11, 2020. We are sad to see her go, and we wish her the best of luck on her retirement.

Please be advised that I intend to present the annual appointment of Ms. Emma Qualls as Interim Human Resources Manager to you at the June 15, 2020 City Council Meeting. Emma Qualls began working with us as our HR Intern in January of this year. She graduated Magna Cum Laude with a Bachelor of Arts in Psychology. Emma is currently pursuing a Master's of Business Administration with a concentration in Human Resource Management. Emma lives in the city limits of Belleville.

Emma will be paid an annual salary of \$49,920. Emma will also be offered full-time benefits, including 2 weeks of vacation.

Thank you.

**CITY OF BELLEVILLE, ILLINOIS
COUNCIL MEETING MINUTES
COUNCIL CHAMBERS – CITY HALL
JUNE 1, 2020 – 7:00 PM
Via Phone Conference**

Mayor Eckert called this meeting to order.

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

ROLL CALL DEPARTMENT HEADS

Roll Call Department Heads: Mayor Eckert; City Clerk, Jennifer Gain Meyer; City Treasurer, Dean Hardt; City Attorney Hoerner; Director of Finance, Jamie Maitret; Director of IT, Scott Markovich.

Department Heads Excused: Director of Maintenance, Ken Vaughn; Director of Public Works, Jason Poole; Director of Wastewater, Royce Carlisle; Director of Residential and Commercial Development Services, Annissa McCaskill; Director of Library, Leander Spearman; Human Resource Director, Sherry Salvatore; Police Chief, Bill Clay; Fire Chief, Tom Pour.

PLEDGE

Mayor Eckert led the Pledge of Allegiance.

PUBLIC HEARING

None.

PUBLIC PARTICIPATION

Patty Gregory

In the last several months she has been concerned about Art on the Square and its future. She recently drove through downtown the week before Art on the Square. She had concern for the 20 year anniversary when she saw the construction site at the Meredith Home. It would have been nice if the executive director or competition chair and artist registration chair would have been privy to more information since they are the ones doing the show layout. Not knowing about the layout is detrimental to the event. They are dedicated to being the best and details are a primary importance. That is why Art on the Square has been named No. 1 more times than any other show across the country and there are 6000 shows per year.

There should not be any concerns about their 20th Anniversary show. They have enough to worry about with raising over \$570,000 to put on the show in four counties and St. Louis City.

Mayor Eckert assured her he will have a meeting and there will be no problems with the 20th Anniversary show.

PRESENTATIONS, RECOGNITIONS & APPOINTMENTS

Mayor Eckert recognized the character word of the month “fairness” meaning playing by the rules, being open-minded and not taking advantage.

Alderman Ferguson made a seconded by Alderwoman Schaefer to approve the following appointments:

- Reappointment of Teresa Hessel to serve on the Parks and Recreation Board for a 5-year term.
- Reappointment of Ashley Pollock to serve on the Historic Preservation Commission for a 1-year term.
- Reappointment of Justin Dominique to serve on the Historic Preservation Commission for a 1-year term.
- Reappointment of Nichole Hettenhausen to serve on the Historic Preservation Commission for a 1-year term.
- Reappointment of Keith Owens to serve on the Historic Preservation Commission for a 1-year term.
- Reappointment of Tony Toenjes to serve on the Historic Preservation Commission for a 1-year term.
- Reappointment of Linda Weisenstein to serve on the Historic Preservation Commission for a 1-year term.
- Reappointment of Don Rigney to serve on the Planning Commission for a 3-year term.

Members voting aye on roll call: Kinsella, Hazel, Duco, Pusa, Randle, Ferguson, Anthony, Ovian, Dintelman, Schaefer, Stiehl, Rothweiler, Elmore, Weygandt, Wigginton, Barfield. (16)

APPROVAL OF MINUTES

Alderman Wigginton made a motion seconded by Alderwoman Stiehl to approve City Council Meeting Minutes and Executive Session Minutes of May 15, 2020, May 18, 2020 and Meeting Minutes of May 28, 2020.

All members voted aye.

CLAIMS, PAYROLL AND DISBURSEMENTS

Alderman Kinsella made a motion seconded by Alderwoman Schaefer to approve claims and disbursements in the amount of **\$1,443,015.28** payroll in the amount of **\$819,330.79**.

Members voting aye on roll call: Hazel, Duco, Pusa, Randle, Ferguson, Anthony, Ovian, Dintelman, Schaefer, Stiehl, Rothweiler, Elmore, Weygandt, Wigginton, Barfield, Kinsella. (16)

REPORTS

Alderman Ferguson made a motion seconded by Alderwoman Schaefer to Treasurer Report April 2020 and Statement of Cash and Investments Report - April 2020.

All members voted aye.

ORAL REPORTS

ADMINISTRATION

Alderman Dintelman made a motion seconded by Alderman Ferguson to engagement letter with C.J. Schlosser & Company LLC for audit services for fiscal year ended 04/30/20.

Members voting aye on roll call: Duco, Pusa, Randle, Ferguson, Anthony, Ovian, Dintelman, Schaefer, Stiehl, Rothweiler, Elmore, Weygandt, Wigginton, Barfield, Kinsella, Hazel. (16)

COMMUNICATIONS

Alderwoman Duco made a motion seconded by Alderwoman Stiehl to approve the **DOWNTOWN SPECIAL SERVICE DISTRICT SIDEWALK SALE** Request from Belleville Main Street to allow sidewalk sales/displays for the Downtown Special Service

District retail merchants as part of the Restore Illinois Phase 3 for reopening business and returning people to work safely during the COVID-19 Pandemic (Resolution 3386). Merchants must maintain the required ADA access for the sidewalks.

All members voted aye.

PETITIONS

None.

RESOLUTIONS

Alderman Schaefer made a motion seconded by Alderman Duco to read by title only Resolution 3387.

All members voted aye.

Alderman Elmore made a motion seconded by Alderman Schaefer to approve **RESOLUTION 3387** A Resolution authorizing execution of a service agreement with the lowest responsible bidder for the supply of electricity for residential and small commercial retail customers who do not opt out of such a program.

Discussion...

Finance Director, Jamie Maitret, advised in 2012 a referendum passed by the residents to allow the City to join with other communities in the area to participate in electric aggregation. Which is a consortium with other cities that bid for this electricity to get a better rate.

In the past it has been a beneficial program; however, unfortunately Ameren has dropped their rates significantly and the electric aggregation rates ended up being higher.

The City informed all residents that they can opt out of the program at any time.

The current contract with Homefield Energy for the electric aggregation supply ends in December 2020. The other communities in the group are going out for bid in the next couple of weeks to try and bid for the rate which will start at the end of December 2020.

This Resolution gives the Mayor authorization to sign a service agreement with the lowest most responsible bidder.

Alderman Wigginton asked how the consumers will know if they should opt out; Finance Director, Jamie Maitret, stated the City will not enter a new contract at the time of signing if Ameren is lower. When a new contract is entered into a notice will be sent to all residents.

Phillip Carr advised the energy markets have taken a dive due to COVID-19 and impact on the economy.

Members voting aye on roll call: Pusa, Randle, Ferguson, Anthony, Ovian, Dintelman, Schaefer, Stiehl, Rothweiler, Elmore, Weygandt, Wigginton, Barfield, Kinsella, Hazel, Duco. (16)

ORDINANCES

None.

UNFINISHED BUSINESS

None.

MISCELLANEOUS & NEW BUSINESS

Alderman Ovian stated he has concerns with RCDS not having meetings. There were only four (4) meetings in the last fourteen (14) months. We have eyesores with condemned properties that have been that way for the past four (4) years and it is getting worse. At 9817 West Main Street there is now a hole in the roof. At 96 North 98th Streets vandals got into property and the property is wide open.

Mayor Eckert advised the meetings have been limited due to COVID-19.

Alderman Elmore stated he understands why there are no committee meetings; however, he requested the clerk place on the next City Council meeting agenda to give an update regarding the module for the reconfiguration of RCDS.

Mayor Eckert advised an update will be disseminated in the next couple of weeks.

Alderman Elmore made a motion seconded by Alderman Weygandt to approve Motor Fuel Claims in the Amount of **\$123,471.10**.

Members voting aye on roll call: Randle, Ferguson, Anthony, Ovian, Dintelman, Schaefer, Stiehl, Rothweiler, Elmore, Weygandt, Wigginton, Barfield, Kinsella, Hazel, Duco, Pusa. (16)

Alderman Kinsella made a motion seconded by Alderwoman Schaefer to approve the Memorandum of Understanding with Illinois Fraternal Order of Police telecommunicators and secretaries bargaining-unit concerning bargaining-unit member furlough.

Members voting aye on roll call: Ferguson, Anthony, Ovian, Dintelman, Schaefer, Stiehl, Rothweiler, Elmore, Weygandt, Wigginton, Barfield, Kinsella, Hazel, Duco, Pusa, Randle. (16)

EXECUTIVE SESSION

None.

ADJOURNMENT

Alderman Rothweiler made a motion seconded by Alderwoman Duco to adjourn at 7:35 p.m.

All members voted aye.

Jennifer Gain Meyer, City Clerk

**CITY OF BELLEVILLE PAYMENT SUMMARY
COUNCIL MEETING - JUNE 15, 2020**

GENERAL FUND

00 - Revenue	\$279,988.02
50 - Administration	\$111,185.40
51 - Police	\$149,230.29
52 - Fire	\$92,345.22
53 - Streets	\$30,138.50
54 - Parks	\$20,133.54
55 - Cemetery	\$4,900.13
56 - Hlth/Sanitation	\$111,767.04
60 - Legal	\$888.94
61 - RCDS - Building & Zoning Div	\$26,422.11
62 - RCDS - Econ Dev & Planning Div	\$5,097.81
82 - Mayor	\$5,829.68
83 - Finance	\$3,511.50
84 - Human Resources	\$945.91
85 - Clerk	\$3,482.36
86 - Treasurer	\$4,150.16
87 - Maintenance	\$15,683.87
88 - Engineering	\$2,807.86
GENERAL FUND TOTAL	\$868,508.34

SEWER OPERATIONS

75 - Collections	\$3,931.56
77 - Lines	\$35,508.61
78 - Plant	\$90,968.44
SEWER TOTAL	\$130,408.61

03 - Insurance Fund	\$258,595.48
04 - Library	\$14,624.14
07 - Park/Rec	\$11,762.72
12 - General & Community Assistance	\$2,170.40
13 - Motor Fuel Tax Fund	\$9,467.68
15 - Tort Liability Fund	\$110,317.99
24 - Sewer Const.	\$6,335.62
25 - Sewer Bond & Interest	\$33,300.60
30 - SSA	\$386.17
38 - TIF 3	\$52,493.79
72 - Narcotics	\$2,346.25
73 - LLE Block Grant	\$555.00

ALL FUNDS TOTAL \$1,501,272.79

VENDOR #	NAME	DEPT.	AMOUNT
=====			
01	GENERAL FUND		
BU079	BUSEY BANK	01-00	1,133.98
EC007	ECKERT'S COUNTRY STORE AND FARMS	01-00	1,255.16
OF010	O'FALLON HARDWARE, LLC, NP PROPER	01-00	1,967.24
SO050	SONOMA CAP RE FUND II, LLC	01-00	1,002.09
UM001	UMB BANK - CORPORATE TRUST	01-00	274,629.55
	**TOTAL		279,988.02
=====			
	ADMINISTRATION		
2102	AMEREN ILLINOIS	01-50	9,612.44
3119	COMPUTYPE IT SOLUTIONS	01-50	664.50
551	ILLINOIS AMERICAN WATER	01-50	9,923.51
6122	VERIZON WIRELESS	01-50	6,207.86
6916	STOOKEY TOWNSHIP	01-50	266.12
AM039	AMALGAMATED BANK OF CHICAGO	01-50	2,140.65
BL043	BLUE CROSS AND BLUE SHIELD OF ILL	01-50	54,757.44
CD003	SHRED-IT USA LLC	01-50	153.35
CH030	CHARTER COMMUNICATIONS	01-50	267.31
CL053	CLEARWAVE COMMUNICATIONS	01-50	5,436.30
CO139	CONSTELLATION NEW ENERGY, INC	01-50	10,005.55
HO111	ILLINOIS POWER MARKETING	01-50	1,273.05
UM001	UMB BANK - CORPORATE TRUST	01-50	10,477.32
	**TOTAL ADMINISTRATION		111,185.40
=====			
	POLICE DEPARTMENT		
2245	ILLINOIS DEPT OF EMPLOYMENT SECUR	01-51	2,359.50
3430	FIRESTONE CAR CENTER	01-51	464.88
365	WIRELESS USA	01-51	936.00
402	EGYPTIAN WORKSPACE PARTNERS	01-51	316.90
515	HOME-BRITE ACE HARDWARE	01-51	53.98
5205	PASS SECURITY	01-51	48.00
6122	VERIZON WIRELESS	01-51	2,132.83
AM063	AMAZON BUSINESS	01-51	26.00
AT012	AT & T MOBILITY	01-51	6.10
AU018	AUFFENBERG FORD, INC	01-51	630.79
AX001	AXON ENTERPRISE, INC	01-51	1,393.19
BL043	BLUE CROSS AND BLUE SHIELD OF ILL	01-51	128,948.43
BU079	BUSEY BANK	01-51	474.66
CE012	CENTER FOR EDUCATION & EMPLOYMENT	01-51	124.95
CH030	CHARTER COMMUNICATIONS	01-51	202.48
DY004	DYNAMIC CONTROLS, INC	01-51	3,445.39
FA026	FACTORY MOTOR PARTS CO	01-51	1,025.10
HA006	HARDEE'S RESTAURANT INC	01-51	115.62
HU069	HUELS OIL COMPANY	01-51	1,540.43
IL008	TECHNOLOGY MANAGEMENT REVOLVING F	01-51	2,089.23
LI015	LINE-X OF SOUTHWEST ILLINOIS	01-51	198.00
OF004	OFFICE DEPOT	01-51	148.04
OR001	O'REILLY AUTO PARTS	01-51	179.95
QU037	QUICKET SOLUTIONS	01-51	800.00

VENDOR #	NAME	DEPT.	AMOUNT
=====			
01	GENERAL FUND		
POLICE DEPARTMENT			
RO002	ED ROEHR SAFETY PRODUCTS	01-51	250.19
UN027	UNIFIRST CORPORATION	01-51	22.88
WE022	WEIR WHOLESALE PARTS, LLC	01-51	1,296.77
	**TOTAL POLICE DEPARTMENT		149,230.29
FIRE DEPARTMENT			
182	BANNER FIRE EQUIPMENT INC	01-52	1,109.10
393	DUTCH HOLLOW JANITORIAL SUPPLIES	01-52	56.78
6122	VERIZON WIRELESS	01-52	494.98
726	CLEAN UNIFORM COMPANY	01-52	172.58
BL043	BLUE CROSS AND BLUE SHIELD OF ILL	01-52	89,376.67
BU079	BUSEY BANK	01-52	490.92
CD003	SHRED-IT USA LLC	01-52	56.44
CH030	CHARTER COMMUNICATIONS	01-52	408.88
HU069	HUELS OIL COMPANY	01-52	178.87
	**TOTAL FIRE DEPARTMENT		92,345.22
STREETS			
413	ERB TURF EQUIPMENT, INC.	01-53	35.40
4902	AT & T	01-53	55.66
515	HOME-BRITE ACE HARDWARE	01-53	101.96
6122	VERIZON WIRELESS	01-53	77.83
BI028	BI-COUNTY SMALL ENGINE CENTER	01-53	262.97
BL043	BLUE CROSS AND BLUE SHIELD OF ILL	01-53	24,563.58
BU079	BUSEY BANK	01-53	283.80
CD003	SHRED-IT USA LLC	01-53	5.35
CH030	CHARTER COMMUNICATIONS	01-53	176.51
CH058	CHRIST BROS. PRODUCTS LLC	01-53	1,779.05
GO005	GOODALL TRUCK TESTING	01-53	33.00
HU069	HUELS OIL COMPANY	01-53	138.32
IL042	ILLINOIS DEPARTMENT OF AGRICULTUR	01-53	60.00
LU004	LUBY EQUIPMENT SERVICES	01-53	1,804.86
OR001	O'REILLY AUTO PARTS	01-53	336.31
TR015	TRODGLN, JOHN	01-53	119.95
UN027	UNIFIRST CORPORATION	01-53	303.95
	**TOTAL STREETS		30,138.50
PARKS DEPARTMENT			
2102	AMEREN ILLINOIS	01-54	2,028.47
4902	AT & T	01-54	218.79
551	ILLINOIS AMERICAN WATER	01-54	1,162.06
7678	SHILOH VALLEY EQUIPMENT CO	01-54	12.02
AT012	AT & T MOBILITY	01-54	44.20
BL043	BLUE CROSS AND BLUE SHIELD OF ILL	01-54	13,388.79
CO139	CONSTELLATION NEW ENERGY, INC	01-54	2,427.87
HO111	ILLINOIS POWER MARKETING	01-54	137.82

VENDOR #	NAME	DEPT.	AMOUNT
01 GENERAL FUND			
PARKS DEPARTMENT			
HU069	HUELS OIL COMPANY	01-54	123.72
IL042	ILLINOIS DEPARTMENT OF AGRICULTUR	01-54	120.00
ST009	ST CLAIR SERVICE COMPANY	01-54	132.00
SY007	SYDENSTRICKER NOBBE PARTNERS	01-54	53.68
UN027	UNIFIRST CORPORATION	01-54	190.81
WE022	WEIR WHOLESALE PARTS, LLC	01-54	93.31
**TOTAL PARKS DEPARTMENT			20,133.54
CEMETERY DEPARTMENT			
2245	ILLINOIS DEPT OF EMPLOYMENT SECUR	01-55	2,054.00
6122	VERIZON WIRELESS	01-55	86.92
BL043	BLUE CROSS AND BLUE SHIELD OF ILL	01-55	2,593.42
DI036	DISCOVERY	01-55	95.25
UN027	UNIFIRST CORPORATION	01-55	70.54
**TOTAL CEMETERY DEPARTMENT			4,900.13
HEALTH & SANITATION			
1135	WISE EL SANTO COMPANY	01-56	535.89
3445	DAVE SCHMIDT TRUCK SERVICE	01-56	6,476.19
6122	VERIZON WIRELESS	01-56	140.61
6311	MILAM RECYCLING & DISPOSAL FACILI	01-56	4,318.86
AR002	ARROW TERMINAL LLC	01-56	60.75
BL043	BLUE CROSS AND BLUE SHIELD OF ILL	01-56	21,701.00
CO073	COTTONWOOD HILLS RDF	01-56	46,425.11
GO005	GOODALL TRUCK TESTING	01-56	33.00
HE086	HERITAGE-CRYSTAL CLEAN, LLC	01-56	157.50
HU069	HUELS OIL COMPANY	01-56	3,451.09
MI091	MINTON OUTDOOR SERVICES INC	01-56	8,147.07
OT003	OTTO ENVIRONMENTAL SYSTEMS	01-56	10,044.00
ST043	ST LOUIS COMPOSTING INC	01-56	10,076.50
UN027	UNIFIRST CORPORATION	01-56	199.47
**TOTAL HEALTH & SANITATION			111,767.04
LEGAL DEPARTMENT			
BL043	BLUE CROSS AND BLUE SHIELD OF ILL	01-60	888.94
**TOTAL LEGAL DEPARTMENT			888.94
RCDS - BUILDING & ZONING DIVISIO			
6122	VERIZON WIRELESS	01-61	445.49
BL043	BLUE CROSS AND BLUE SHIELD OF ILL	01-61	10,946.62
MA147	MARXAM LLC	01-61	30.00
OM002	OMNIGO SOFTWARE	01-61	15,000.00
**TOTAL RCDS - BUILDING & ZONING DIVISIO			26,422.11

VENDOR #	NAME	DEPT.	AMOUNT
=====			
01	GENERAL FUND		
	RCDS - BUILDING & ZONING DIVISIO		
	RCDS - ECONOMIC DEVELOPMENT & PL		
6122	VERIZON WIRELESS	01-62	46.87
BL043	BLUE CROSS AND BLUE SHIELD OF ILL	01-62	5,050.94
	**TOTAL RCDS - ECONOMIC DEVELOPMENT & PL		5,097.81
	MAYOR		
6122	VERIZON WIRELESS	01-82	48.36
BL043	BLUE CROSS AND BLUE SHIELD OF ILL	01-82	5,762.64
HU069	HUELS OIL COMPANY	01-82	18.68
	**TOTAL MAYOR		5,829.68
	FINANCE		
BL043	BLUE CROSS AND BLUE SHIELD OF ILL	01-83	3,511.50
	**TOTAL FINANCE		3,511.50
	HUMAN RESCOURCES/COMMUNITY DEV		
BL043	BLUE CROSS AND BLUE SHIELD OF ILL	01-84	888.94
CD003	SHRED-IT USA LLC	01-84	56.97
	**TOTAL HUMAN RESCOURCES/COMMUNITY DEV		945.91
	CLERKS		
BL043	BLUE CROSS AND BLUE SHIELD OF ILL	01-85	3,482.36
	**TOTAL CLERKS		3,482.36
	TREASURER		
BL043	BLUE CROSS AND BLUE SHIELD OF ILL	01-86	4,150.16
	**TOTAL TREASURER		4,150.16
	MAINTENANCE		
1117	WEISSENBORN BOAT & LAWN EQUIPMENT	01-87	18.00
214	BELLEVILLE SUPPLY COMPANY	01-87	32.38
385	DON'S HARDWARE, INC.	01-87	32.06
515	HOME-BRITE ACE HARDWARE	01-87	379.93
6122	VERIZON WIRELESS	01-87	131.89
661	LIESE LUMBER CO., INC.	01-87	12.50
726	CLEAN UNIFORM COMPANY	01-87	118.68
7313	BRAUER SUPPLY CO	01-87	104.88
AD002	ADVANCE AUTO PARTS	01-87	14.99
BL043	BLUE CROSS AND BLUE SHIELD OF ILL	01-87	12,181.05
CH030	CHARTER COMMUNICATIONS	01-87	134.09
CI028	CINTAS FIRE 636525	01-87	192.61
CK001	CK POWER	01-87	1,044.52
HU069	HUELS OIL COMPANY	01-87	21.16

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VENDOR #	NAME	DEPT.	AMOUNT
=====			
01	GENERAL FUND		
	MAINTENANCE		
WE023	WEINLAND REFRIGERATION	01-87	1,265.13
	**TOTAL MAINTENANCE		15,683.87
	ENGINEERING		
6122	VERIZON WIRELESS	01-88	46.87
BL043	BLUE CROSS AND BLUE SHIELD OF ILL	01-88	2,760.99
	**TOTAL ENGINEERING		2,807.86
01	GENERAL FUND	GRAND TOTAL	868,508.34

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VENDOR #	NAME	DEPT.	AMOUNT
=====			
03	INSURANCE FUND		
BL040	BLUE CROSS BLUE SHIELD OF IL	03-00	258,595.48
	**TOTAL		<u>258,595.48</u>
03	INSURANCE FUND	GRAND TOTAL	258,595.48

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VENDOR #	NAME	DEPT.	AMOUNT
=====			
04	LIBRARY		
2102	AMEREN ILLINOIS	04-00	353.55
4902	AT & T	04-00	55.66
551	ILLINOIS AMERICAN WATER	04-00	51.53
BL043	BLUE CROSS AND BLUE SHIELD OF ILL	04-00	13,143.68
CO139	CONSTELLATION NEW ENERGY, INC	04-00	1,019.72
	**TOTAL		----- 14,624.14
04	LIBRARY	GRAND TOTAL	14,624.14

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VENDOR #	NAME	DEPT.	AMOUNT
=====			
12	GENERAL & COMMUNITY ASSISTANCE		
6122	VERIZON WIRELESS	12-00	103.59
BL043	BLUE CROSS AND BLUE SHIELD OF ILL	12-00	1,598.46
BU079	BUSEY BANK	12-00	463.00
CD003	SHRED-IT USA LLC	12-00	5.35
	**TOTAL		----- 2,170.40
12	GENERAL & COMMUNITY ASSISTANCE	GRAND TOTAL	2,170.40

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VENDOR #	NAME	DEPT.	AMOUNT
=====			
13	MOTOR FUEL TAX FUND		
EL001	ELECTRICO, INC.	13-00	791.65
KA009	KASKASKIA ENGINEERING GROUP LLC	13-00	8,676.03
	**TOTAL		----- 9,467.68
	13 MOTOR FUEL TAX FUND	GRAND TOTAL	9,467.68

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VENDOR #	NAME	DEPT.	AMOUNT
=====			
15	TORT LIABILITY FUND		
523	HUDSON TREE SERVICE	15-00	800.00
661	LIESE LUMBER CO., INC.	15-00	536.40
BE013	BECKER, HOERNER & YSURSA P.C.	15-00	231.00
IL093	ILLINOIS PUBLIC RISK FUND (IPRF)	15-00	108,750.59
	**TOTAL		----- 110,317.99
15	TORT LIABILITY FUND	GRAND TOTAL	110,317.99

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VENDOR #	NAME	DEPT.	AMOUNT
21 SEWER OPERATION & MAINTENANCE			
	SEWER PLANT		
NU001	NUSCO	21-78	5,520.00
OR001	O'REILLY AUTO PARTS	21-78	8.36
PA087	PARSON, ZACH	21-78	150.00
UN027	UNIFIRST CORPORATION	21-78	42.56
	**TOTAL SEWER PLANT		90,968.44
21 SEWER OPERATION & MAINTENANCE		GRAND TOTAL	130,408.61

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VENDOR #	NAME	DEPT.	AMOUNT
=====			
24	SEWER CONSTRUCTION FUND		
1547	THOUVENOT, WADE, & MOERCHEN INC	24-00	6,335.62
	**TOTAL		----- 6,335.62
	24 SEWER CONSTRUCTION FUND	GRAND TOTAL	6,335.62

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VENDOR #	NAME	DEPT.	AMOUNT
=====			
25	SEWER BOND AND INTEREST FUND		
AM039	AMALGAMATED BANK OF CHICAGO	25-00	33,300.60
	**TOTAL		----- 33,300.60
	25 SEWER BOND AND INTEREST FUND	GRAND TOTAL	33,300.60

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VENDOR #	NAME	DEPT.	AMOUNT
=====			
30	SPECIAL SERVICE AREA		
551	ILLINOIS AMERICAN WATER	30-00	25.83
CO139	CONSTELLATION NEW ENERGY, INC	30-00	65.86
HO111	ILLINOIS POWER MARKETING	30-00	294.48
	**TOTAL		----- 386.17
	30 SPECIAL SERVICE AREA	GRAND TOTAL	386.17

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VENDOR #	NAME	DEPT.	AMOUNT
=====			
38	TIF 3 (CITY OF BELLEVILLE)		
486	HANK'S EXCAVATING & LANDSCAPING,	38-00	31,301.29
KA009	KASKASKIA ENGINEERING GROUP LLC	38-00	20,992.50
VO006	VOLKERT INC	38-00	200.00
	**TOTAL		----- 52,493.79
	38 TIF 3 (CITY OF BELLEVILLE)	GRAND TOTAL	52,493.79

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VENDOR #	NAME	DEPT.	AMOUNT
=====			
72	NARCOTICS		
BU079	BUSEY BANK	72-00	902.25
DY004	DYNAMIC CONTROLS, INC	72-00	1,444.00
	**TOTAL		2,346.25
	72 NARCOTICS	GRAND TOTAL	2,346.25

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VENDOR #	NAME	DEPT.	AMOUNT
=====			
73	LOCAL LAW ENFORCEMENT BLOCK GRAN		
RI046	SIKORSKI SIGNS	73-00	555.00
	**TOTAL		----- 555.00
	73 LOCAL LAW ENFORCEMENT BLOCK GRAN	GRAND TOTAL	555.00
	GRAND TOTAL FOR ALL FUNDS:		1,501,272.79
	TOTAL FOR REGULAR CHECKS:		1,430,679.45
	TOTAL FOR DIRECT PAY VENDORS:		70,593.34

PAYROLL BREAKDOWN AS PER G/L DISTRIBUTION REPORT

PAYROLL DATE: June 5, 2020

01 50	ADMINISTRATION	<u>\$12,442.08</u>
01 51	POLICE	<u>\$278,349.51</u>
01 52	FIRE	<u>\$202,774.26</u>
01 53	STREET	<u>\$36,149.94</u>
01 54	PARKS	<u>\$17,329.24</u>
01 55	CEMETERY	<u>\$4,587.21</u>
01 56	SANITATION	<u>\$35,936.82</u>
01 60	LEGAL	<u>\$7,210.79</u>
01 61	HOUSING DEPARTMENT	<u>\$10,475.95</u>
01 62	ECONOMIC DEVELOPMENT & PLANNING	<u>\$7,954.04</u>
01 82	MAYOR	<u>\$7,071.73</u>
01 83	FINANCE	<u>\$6,971.49</u>
01 84	HUMAN RESOURCE	<u>\$3,724.62</u>
01 85	CLERK	<u>\$8,110.54</u>
01 86	TREASURER	<u>\$2,489.46</u>
01 87	MAINTENANCE	<u>\$17,283.94</u>
01 88	ENGINEER	<u>\$4,775.67</u>
	TOTAL GENERAL FUND	<u>\$663,637.29</u>
4	LIBRARY	<u>\$12,785.35</u>
7	RECREATION	<u>\$6,460.78</u>
12	G & C ASSISTANCE	<u>\$3,816.19</u>
21 75	SEWER COLLECTIONS	<u>\$3,354.61</u>
21 77	SEWER LINES	<u>\$14,190.10</u>
21 78	SEWER PLANT	<u>\$53,250.04</u>
	TOTAL SEWER DEPARTMENT	<u>\$70,794.75</u>
	Employers' Portion of FICA (06-00-21500) cr	<u>\$28,860.76</u>
	*****TOTAL PAYROLL	<u><u>\$786,355.12</u></u>

Section 1-92(b) of the Illinois Power Agency Act, 20 ILCS 3855/1-92(b):

there are no specific guidelines or requirements pertaining to civic fees “fees” being collected by participating municipalities, townships or counties “governing body”.

Therefore, each governing body by authorization of its political board, administrator, or designated representative who desires to add a reasonable fee to the successful winning electric supplier “supplier” rate may do so at time of bid acceptance. The fee will be added to the final bid price being collected by the supplier through normal billing procedures. Supplier will remit collection of fees to the governing body within 60 days of collection. At any time during the term of such agreement with the supplier, a governing body may request, and be granted, subject to reasonable demands, to cease the collection of such fee. The fee amount and structure may become part of the Plan of Operation and Governance (plan) as deemed necessary by the body.

Here is a list of some of the surrounding communities who collect the fee with approximate amounts collected annually. Hope this helps.

Best, Steve

This group below are some of the communities within our current bidding group who take the fee.

Edwardsville \$70,000- \$80,000
Alton \$80,000 - \$90,000
Jerseyville \$23,000 - \$30,000
Madison \$8,000 - \$12,000
East Alton \$25,000 - \$30,000
Hartford \$4,000 - \$6,000
Pontoon Beach \$22,000 - \$30,000
Jacksonville \$72,000 - \$85,000
Venice \$3,500 - \$5,000
Wood River \$38,000 - \$49,000
O'Fallon \$110,000 - \$130,000
Columbia \$31,000 - \$42,000
Trenton \$12,000 - \$20,000
Glen Carbon \$36,000 - \$47,000
New Baden \$10,000 - \$16,000
Shiloh \$41,000 - \$50,000
Aviston \$5,000 - \$8,000
Beckemeyer \$3,000 - \$5,000
Centralia \$39,000 - \$47,000
Smithboro \$1,000 - \$1,500

20 of the 30 communities take the fees while 4 others are considering doing so this round including Granite City, Bethalto, and Maryville.

This group below are a few communities close in proximity to Belleville who collect the fees, but are in a different buying group and renew at a different time.

East St. Louis
Cahokia
Swansea
Alorton
Centreville
Washington Park
Millstadt
Edwardsville Township
Chauteau Township
Venice Township

Date: June 1, 2020			
Time: 10:00 am			
Attended By: Michael Velloff, P.E.	Name and Address of Bidders	Hanks Excavating 5825 W. State Rt 161 Belleville, IL 62223	DMS Contracting, Inc 10243 Fuesser Road Mascoutah, IL 62258
21-00000-06-GM	Approved Engineers Estimate		

Item	Unit	Quantity	Unit Price	Price	Unit Price	Price	Unit Price	Price
Foreman-Straight Time	Hour	78.00	\$109.20	\$8,517.60	\$89.00	\$6,942.00	\$120.00	\$9,360.00
Laborer-Straight Time	Hour	500.00	\$76.96	\$38,480.00	\$75.00	\$37,500.00	\$79.00	\$39,500.00
Laborer-Time and One Half	Hour	7.50	\$106.08	\$795.60	\$109.00	\$817.50	\$118.00	\$885.00
Laborer-Double Time	Hour	4.00	\$119.60	\$478.40	\$144.00	\$576.00	\$158.00	\$632.00
Operator - Sraight Time	Hour	370.50	\$92.56	\$34,293.48	\$95.00	\$35,197.50	\$98.00	\$36,309.00
Operator - Time and One Half	Hour	20.00	\$128.96	\$2,579.20	\$128.00	\$2,560.00	\$147.00	\$2,940.00
Operator - Double Time	Hour	5.00	\$150.80	\$754.00	\$165.00	\$825.00	\$196.00	\$980.00
Cement Finisher - Straight Time	Hour	60.00	\$81.12	\$4,867.20	\$82.00	\$4,920.00	\$87.00	\$5,220.00
Cement Finisher - Time and One Half	Hour	5.00	\$121.68	\$608.40	\$118.00	\$590.00	\$130.00	\$650.00
Cement Finisher - Double Time	Hour	2.00	\$135.20	\$270.40	\$145.00	\$290.00	\$174.00	\$348.00
Plumber - Straight Time	Hour	7.50	\$85.28	\$639.60	\$100.00	\$750.00	\$83.00	\$622.50
Plumber - Time and One Half	Hour	2.00	\$122.72	\$245.44	\$125.00	\$250.00	\$124.00	\$248.00
Plumber - Double Time	Hour	2.00	\$153.92	\$307.84	\$150.00	\$300.00	\$166.00	\$332.00
Masonry Crew (2 Worker Crew)	Hour	7.50	\$130.00	\$975.00	\$200.00	\$1,500.00	\$162.50	\$1,218.75
Backhoe (No Operator)	Hour	55.00	\$24.96	\$1,372.80	\$19.00	\$1,045.00	\$56.00	\$3,080.00
Excavator (No Operator)	Hour	60.00	\$45.76	\$2,745.60	\$40.00	\$2,400.00	\$82.00	\$4,920.00
Loader (No Operator)	Hour	2.75	\$10.40	\$28.60	\$20.00	\$55.00	\$63.00	\$173.25
Roller (No Operator)	Hour	5.25	\$13.52	\$70.98	\$20.00	\$105.00	\$50.00	\$262.50
Pick-Up Truck	Hour	10.00	\$11.44	\$114.40	\$10.00	\$100.00	\$20.00	\$200.00
Vaacuun Truck	Hour	2.00	\$187.61	\$375.22	\$125.00	\$250.00	\$75.00	\$150.00
2000 On HWY Truck Tractors - 4X2 30,000GVW-21	Hour	1.50	\$38.23	\$57.35	\$22.00	\$33.00	\$170.00	\$255.00
Dump Truck	Hour	40.00	\$14.56	\$582.40	\$14.00	\$560.00	\$45.00	\$1,800.00
F550 Flatbed Truck	Hour	2.50	\$17.16	\$42.90	\$14.00	\$35.00	\$45.00	\$112.50
Service Truck	Hour	260.00	\$83.20	\$21,632.00	\$12.00	\$3,120.00	\$20.00	\$5,200.00
Single Axle Truck w/Driver	Hour	30.00	\$83.20	\$2,496.00	\$95.00	\$2,850.00	\$85.00	\$2,550.00
Tandom Axle Truck w/Driver	Hour	62.00	\$93.60	\$5,803.20	\$95.00	\$5,890.00	\$95.00	\$5,890.00
Tractor Trailer w/ Driver	Hour	71.50	\$93.60	\$6,692.40	\$105.00	\$7,507.50	\$125.00	\$8,937.50
Tag Trailer	Hour	40.00	\$3.38	\$135.20	\$5.25	\$210.00	\$20.00	\$800.00
48 FT Lowboy Trailer	Hour	2.50	\$16.64	\$41.60	\$15.00	\$37.50	\$130.00	\$325.00
28 FT G-Neck Trailer	Hour	6.50	\$6.24	\$40.56	\$6.00	\$39.00	\$40.00	\$260.00
Towmaster T50 Trailer	Hour	2.00	\$11.44	\$22.88	\$11.00	\$22.00	\$45.00	\$90.00
2008 On HWY Rear Dump Full Trailer - 10CY-11 TON	Hour	1.50	\$13.70	\$20.55	\$15.00	\$22.50	\$35.00	\$52.50
CAT 257B Track Skid Steer	Hour	5.50	\$31.20	\$171.60	\$30.00	\$165.00	\$50.00	\$275.00
CAT 908 Mini Wheel Loader	Hour	1.50	\$18.72	\$28.08	\$18.00	\$27.00	\$75.00	\$112.50
CAT 299D Compact Track Loader	Hour	10.50	\$31.20	\$327.60	\$30.00	\$315.00	\$65.00	\$682.50
CAT CB32 Roller	Hour	4.00	\$29.12	\$116.48	\$28.00	\$112.00	\$50.00	\$200.00
CAT PM-102 Cold-Planner	Hour	1.50	\$239.20	\$358.80	\$230.00	\$345.00	\$275.00	\$412.50
CAT Skidsteer Broom	Hour	1.50	\$26.00	\$39.00	\$25.00	\$37.50	\$15.00	\$22.50
CAT D6T Dozer	Hour	50.00	\$95.68	\$4,784.00	\$92.00	\$4,600.00	\$95.00	\$4,750.00
CAT 330D Excavator	Hour	33.00	\$130.00	\$4,290.00	\$125.00	\$4,125.00	\$105.00	\$3,465.00
CAT D6HLGP Dozer	Hour	5.00	\$95.68	\$478.40	\$92.00	\$460.00	\$75.00	\$375.00
CAT 325CLCR Excavat	Hour	4.50	\$98.80	\$444.60	\$95.00	\$427.50	\$90.00	\$405.00
CAT 246 SKID Steer	Hour	1.50	\$36.40	\$54.60	\$35.00	\$52.50	\$50.00	\$75.00
CAT 963C Track Loader	Hour	5.50	\$93.60	\$514.80	\$90.00	\$495.00	\$125.00	\$687.50
TL250 Rubber Track Loader	Hour	7.50	\$31.20	\$234.00	\$30.00	\$225.00	\$50.00	\$375.00
FODS Trackout MATS (4)	Hour	9.00	\$104.00	\$936.00	\$12.50	\$112.50	\$125.00	\$1,125.00
2006 EDCO Walk Behind Scarifier (Electric CONC Pla	Hour	1.50	\$46.80	\$70.20	\$45.00	\$67.50	\$30.00	\$45.00
P385A T41 Asphalt Paver	Hour	2.50	\$93.60	\$234.00	\$90.00	\$225.00	\$125.00	\$312.50
Earth Drill	Hour	1.00	\$6.24	\$6.24	\$6.00	\$6.00	\$25.00	\$25.00
Hand Concrete Vibrator	Hour	1.00	\$43.68	\$43.68	\$5.25	\$5.25	\$10.00	\$10.00
12" Chain Saw	Hour	1.00	\$5.20	\$5.20	\$5.00	\$5.00	\$10.00	\$10.00
Pavement Breaker	Hour	5.00	\$12.48	\$62.40	\$13.00	\$65.00	\$100.00	\$500.00
Concrete Saw (No Labor)	Hour	6.50	\$24.96	\$162.24	\$25.00	\$162.50	\$30.00	\$195.00
Blade Usage	FT	45.00	\$1.04	\$46.80	\$1.00	\$45.00	\$2.00	\$90.00
Vibra Tamper	Hour	2.00	\$7.02	\$14.04	\$20.00	\$40.00	\$10.00	\$20.00
Laser Level	Day	2.00	\$52.00	\$104.00	\$40.00	\$80.00	\$100.00	\$200.00
Sandbags	Each	19.50	\$1.56	\$30.42	\$1.50	\$29.25	\$0.50	\$9.75
Flouresant Signs & A Frame Signs	Day	30.00	\$2.65	\$79.50	\$2.65	\$79.50	\$75.00	\$2,250.00
Flasherheads	Day	15.50	\$0.36	\$5.58	\$0.35	\$5.43	\$50.00	\$775.00
Type 3 Barricades	Day	10.50	\$3.90	\$40.95	\$3.75	\$39.38	\$50.00	\$525.00
Arrowboards	Day	20.00	\$36.40	\$728.00	\$40.00	\$800.00	\$50.00	\$1,000.00
Directional Barricades with Light	Day	19.50	\$1.35	\$26.33	\$0.75	\$14.63	\$25.00	\$487.50
Delivery and Pickup of Traffic Control	Hour	15.00	\$52.00	\$780.00	\$50.00	\$750.00	\$100.00	\$1,500.00
Generator	Hour	5.00	\$5.20	\$26.00	\$6.25	\$31.25	\$25.00	\$125.00
Trench Box	Hour	5.00	\$12.48	\$62.40	\$26.00	\$130.00	\$20.00	\$100.00
Confined Space Kit	Hour	5.00	\$5.20	\$26.00	\$22.00	\$110.00	\$100.00	\$500.00
Materials - Unite Price is Markup	Dollar	21000.00	\$1.14	\$23,940.00	\$1.05	\$22,050.00	\$1.25	\$26,250.00
Total:				\$175,358.73		\$153,539.19		\$182,195.75

Low Bid = \$153,358.73
Low Bidder= Hank's Excavating



2043 Woodland Parkway, Suite 201 › St. Louis, Missouri 63146 › t: 314.434.8898 › kdgin.com

May 29, 2020

Mr. Michael Velloff
City Engineer - Belleville
407 East Lincoln Street
Belleville, Illinois 62220

Re: City of Belleville * Civil Engineering Services
S29th St. Drainage
Belleville, Illinois
KdG Project No. 200034-0001

Dear Mr. Velloff:

KdG, Inc. is pleased to forward our proposal for Civil and surveying services for the City of Belleville, Illinois.

Enclosed you will find our proposed contract. The scope of services represents our understanding of the tasks and deliverables for the project.

If this proposed contract is acceptable, please retain a copy for your records and return a fully executed copy to KdG. We will consider receipt of the signed contract as your authorization for us to proceed.

Thank you for your cooperation, and we look forward to working with you.

Sincerely,

Ronald T. Stuckel, PE
Senior Associate, Project Manager

RTS/pbj

Enclosures

K:\zz-Proposals\200034-0001 PROP COB-S 29th Street Final Design\01 Administration\01 Contract\Proposals\341_Prop Ltr-2020-05-28.docx



STANDARD CONTRACT FOR PROFESSIONAL SERVICES

CLIENT NAME:	City of Belleville	DATE:	May 29, 2020
ADDRESS:	407 East Lincoln Street Belleville, Illinois 62220	PROJECT NAME:	City of Belleville * S29th St. Drainage
CONTACT:	Mr. Michael Velloff	PROJECT NUMBER:	200034-0001
PHONE:	618.257.7649	PROJECT LOCATION:	Belleville, Illinois
FAX:	618.781.5469		

SCOPE OF SERVICES

See Exhibit A: Scope of Services, attached and made part of this agreement.

FEE SCHEDULE

Lump Sum - Fixed Fee.....Four Thousand seventy-four and 00/100 Dollars (\$4,074.00)

CONDITIONS OF PAYMENT

To be billed monthly with payment due within 15 days.

The proposal is valid for 30 days from the date shown above, and is void thereafter.

If the services covered by this Agreement have not been completed within three (3) months of the date of this Agreement, through no fault of the Surveyor/Engineer, extension of the Surveyor's/Engineer's services beyond that time shall be compensated as Additional Services.

Signing of this contract indicates understanding and acceptance of the Terms and Conditions herein and authorizes KdG to proceed with the services described. Please retain one copy and return one fully executed copy to KdG.

KdG, Inc.		City of Belleville
SIGNATURE:	_____	AUTHORIZED SIGNATURE: _____
NAME:	W. Peter Maruska	NAME: Mark Eckert
TITLE:	President and CEO	TITLE: Mayor
DATE:	May 29, 2020	DATE: _____

"IMPORTANT TERMS AND CONDITIONS ON REVERSE"

TERMS AND CONDITIONS

To assure an understanding of matters related to our mutual responsibilities, these terms and conditions for professional services are made a part of this agreement for our services:

AMENDMENTS: This agreement may be amended in writing providing both the Client and Kuhlmann design Group, Inc. (KdG) agree to such modifications. This contract constitutes the entire agreement between the parties and no oral agreements, statements or representations are a part of this agreement.

COMPENSATION FOR SERVICES: The basis for compensation will be as identified in the agreement. All items not covered in this agreement and requested by the Client will be performed at an hourly rate based upon the current rate schedule.

When "Lump Sum" Fee is utilized, it shall include all labor incurred by KdG and shall not exceed the fixed payment amount without prior authorization of the Client.

All expenses and/or outside services will be billed at 1.1 times direct cost.

INVOICE AND PAYMENT: KdG may submit monthly statements for services and expenses based upon the proportion of the actual work completed at the time of billing. Unless provided for otherwise, payments for services will be due within 15 days.

If the Client fails to make any payment due KdG for services and expenses within the period specified, a service charge of 1 1/2% per month will be added to the Client's account. This is an annual rate of 18%. If Client fails to fully and timely make any payment due to KdG, KdG may, without any liability or prior notice to Client, suspend all work under this contract until such payment is made, with interest as provided herein.

The Client shall pay the cost of the employees of KdG engaged in connection with collection of any delinquent amounts at the rates specified in KdG's current rate schedule for the time spent

If legal or collection services are employed to collect any outstanding bills, any expenses including all attorneys' fees and court cost shall be paid by Client.

LIMITATION OF LIABILITY: The Client agrees to limit KdG's liability to the Client and to all construction Contractors and Subcontractors where applicable, on this work, for damages to them, due to KdG's negligent acts, errors or omissions, such that the total aggregate liability of KdG and to all those named shall not exceed the total fee paid to KdG for services rendered on this project.

In no event shall KdG be liable for any indirect, special or consequential loss or damage of any type whatsoever arising out of the performance of the work on this project including, but not limited to, loss of use, loss of income, profit, interest or financing, management or employee productivity, or business interruption, whether caused by the negligence of KdG, or otherwise, and Client shall fully indemnify and hold KdG harmless from any such damages or liability.

By executing this agreement, the Client assumes full liability for any errors or negligence contained in any documentation or information furnished by or on behalf of client.

CERTIFICATE OF MERIT In any action, whether it is in Tort, Contract, or otherwise in which the Client, Owner, Contractor, or any of their subcontractors, sub-subcontractors, agents and employees, seek damages for personal injuries, property damage, lost profits or expectancies, business interruption, death, or other monetary loss by reason of alleged professional malpractice, negligence, or breach of contract by KdG, the plaintiff's attorney or the Plaintiff, if the Plaintiff is proceeding pro se, shall, before filing suit in any competent Court or arbitration forum, submit to KdG an Affidavit declaring that the affiant has consulted and reviewed the facts of the case with an independent architect or engineer who the affiant reasonably believes:

- (i) is knowledgeable of the relative issues involved in the particular action;
- (ii) practices or has practiced within the last ten years or teaches or has taught within the last ten years in the same area of architecture, engineering, or land surveying that is at issue in the particular action; and
- (iii) is qualified by experience or demonstrated competence in the subject of the case; that the reviewing architect, engineer, or land surveyor has determined in a written report, after a review of relevant material involved in the particular action that there is a reasonable and meritorious cause for the filing of such action; and that the affiant has concluded on the basis of the reviewing architect or engineer's review and consultation that there is a reasonable and meritorious cause of filing of such action.

A copy of the written report, clearly identifying the Plaintiff and the reasons for the reviewing architect or engineer's determination that a reasonable and meritorious cause for the filing of the action exists, must be attached to the Affidavit, but information which would identify the reviewing party may be deleted from the copy attached to the Affidavit.

If an Affidavit complying with this section is not submitted to KdG before suit is filed, such suit shall be subject to dismissal by KdG, with prejudice, with costs and attorney's fees related to the dismissal to be paid by the Plaintiff in favor of KdG.

REUSE OF DOCUMENTS: All documents including drawings and specifications furnished by KdG pursuant to this Agreement are instruments of service and shall remain the property of KdG. They are not intended or represented to be suitable for reuse by Client or others on extensions of this work, or on any other work. Any reuse without specific written consent or adaptation by KdG will be at Client's sole risk, and without liability to KdG. The Client shall indemnify and hold harmless KdG from all claims, damages, losses and expenses including attorneys fees arising out of any unauthorized reuse. Any such reuse will entitle KdG to further compensation at rates to be agreed upon by Client and KdG.

RIGHT OF ENTRY: The Client will provide right of entry for our staff, subcontractors, and all necessary equipment to complete the work. KdG will take all reasonable precautions to minimize damage to the property. It is understood by the Client that in the normal course of work some damage may occur, the correction of which is not part of this agreement.

UTILITIES AND BURIED STRUCTURES: In the prosecution of our work, KdG will take all reasonable precautions to avoid damage or injury to subterranean structures or utilities. Client agrees to hold KdG harmless for any damages to subterranean structures and utilities.

GOVERNING LAWS: The validity of construction of this Agreement, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Missouri. Client consents to jurisdiction in St. Louis County, Missouri and agrees that all court proceedings shall take place in St. Louis County, Missouri.

DISPUTES: If litigation occurs in connection with this agreement, and KdG prevails in such litigation, Client shall pay all costs incurred by KdG, including staff time, court costs, attorney's fees and other expenses related to the litigation.

STANDARD OF CARE: Services performed by KdG will be conducted with the level of care and skill ordinarily exercised by members of the professions currently practicing under similar conditions. No other warranty, express or implied, is made.

PARTIAL INVALIDITY: If any term, covenant, condition or provision of this Agreement is found by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect, and shall in no way be affected, impaired or invalidated thereby.

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

RENOVATION/REHABILITATION OF EXISTING STRUCTURES: Where the work involves remodeling and/or rehabilitation of an existing structure, Client agrees that certain assumptions must be made regarding existing conditions and because some of these assumptions may not be verifiable without expending additional sums of money, or destroying otherwise adequate or serviceable portions of the structure, Client agrees that, except for negligence on the part of KdG, Client will hold harmless, indemnify and defend KdG from and against any and all claims arising out of the professional services provided under this Agreement.

ASBESTOS AND HAZARDOUS WASTES: Where the SCOPE OF SERVICES includes asbestos abatement and/or hazardous waste/remediation, Client agrees that the handling or removal of asbestos, asbestos products, and hazardous wastes involves certain health risks which require specific safety measures. KdG will be responsible for safety and safety measures of KdG employees only. The Client is responsible for his own negligence and safety measures for the protection of the Client's employees, contractors, subcontractors and the general public. Client agrees that, except for claims and damages arising from negligent acts, errors or omissions of KdG, Client will hold harmless, defend and indemnify KdG from all claims, suits, expenses or damages arising from or alleged to arise from exposure to, contact with or inhalation of asbestos, asbestos fibers, or any other hazardous or toxic substances, wastes or materials as so designated by any federal, state or local governmental entity or agency.

When the SCOPE OF WORK does not include asbestos and/or hazardous wastes and if, during the performance of work, the presence of hazardous or toxic materials or substances, which are not being properly or safely handled or disposed of, is discovered or suspected by KdG, KdG shall be permitted to immediately cease all work on the project which requires contact with or exposure to such hazardous or toxic materials, until Client has made arrangements satisfactory to KdG for the removal, disposal or handling of same.

Nothing in this agreement shall impose any responsibility or liability on KdG for claims, lawsuits, expenses or damages arising from, or in any manner related to, the exposure to, or the handling, manufacture or disposal of asbestos, asbestos products, or any other hazardous waste or toxic substance of any kind, as so designated by federal, state or local governmental entities or agencies.

CONSTRUCTION PHASE: KdG shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work. The fees quoted are based on the time necessary to provide the services specified from KdG based on "normal construction performance" of the selected contractor. Client agrees that any additional time required of KdG to administer or review due to delays or other issues of the selected construction contractor will be an added cost to this contract. Additional services are billed hourly per our current hourly rate schedule.

INSURANCE & INDEMNITY: KdG represents and warrants that its employees are protected by Workers Compensation Insurance and that KdG has such coverage under public liability and property damage insurance policies which it believes to be adequate. Certificates for all such policies of insurance shall be provided to Client, upon request in writing. Within the limits and conditions of such insurance, KdG agrees to indemnify and save the Client harmless from and against any loss, damage or liability asserted by third parties solely to the extent arising from any negligent acts by KdG employees, except as otherwise limited by this contract. KdG shall not, in any way, be responsible or liable for any loss, damage or liability beyond the amounts, limits and conditions of such insurance coverage. KdG shall not be responsible for any loss, damage or liability arising from any negligent acts by Client, its agents, staff or other consultants.

To the fullest extent permitted by law, Client shall indemnify and hold KdG harmless from and against any and all claims, damages, losses, suits, actions or expenses, including, but not limited to, attorney's fees, in connection with the project, provided that such claims, damages, suits, losses or expenses are attributable to bodily injury, sickness, disease or death, or to injury or destruction of tangible property (including loss of use resulting therefrom), to the extent caused in whole or in part by negligent errors, acts or omissions of Client, anyone acting directly or indirectly for Client, or anyone for whose acts Client may be liable, regardless of whether or not such claim, damage, suit, action, loss or expense is caused in part by KdG.

It is agreed that General Contractor is solely responsible for jobsite safety, and that this intent shall be made evident in the Client's Agreement with General Contractor. The Client also agrees to list the General Contractor's general liability insurance policy as being primary, and KdG shall be made as additional insured under the General Contractor's general liability insurance policy. KdG shall also be named as an additional insured, with the Client in the contract with the General Contractor, from liability arising from acts of negligence or omissions by the General Contractor.

TERMINATION: This agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period in the written notice. In the event of termination, Client will pay KdG for all services performed and expenses incurred to the termination notice date plus reasonable termination expenses.

In the event of termination or suspension for more than three (3) months, prior to completion of all work covered by this agreement, KdG may, in its sole discretion, complete such analysis and other work necessary to complete required files and may also complete a report on the services performed to the notice date of termination or suspension. The expenses of termination or suspension shall include all direct costs of completing such analyses, records and reports billable at KdG's standard hourly rates.

In the event any phase of the project is delayed for reasons beyond KdG's control, unbilled work will be invoiced at the standard hourly rates for the actual number of hours expended.

ASSIGNS: Neither the Client nor KdG may delegate, assign or transfer his duties or interest in this Agreement without the written consent of the other party. The individual signing this Agreement for client warrants that he or she has full power and authority to do so on behalf of Client.

ENTIRE AGREEMENT: This Agreement constitutes the whole agreement between the parties with respect to the subject matter contained herein and there are no terms other than those contained herein. No modifications or amendment of this Agreement shall be valid unless in writing and signed by the parties hereto. The individual signing this Agreement for Owner warrants that he or she has full power and authority to do so on behalf of Owner.

MISCELLANEOUS: Client recognizes that design and construction documents are imperfect, that changes are a normal part of the construction process and that both Contractor and architect-initiated changes during construction are unavoidable. Under no circumstances shall KdG be responsible to pay for any item, system, structure or component that would have been required or included in the original construction documents or for any betterment cost (i.e. the cost of improving or enhancing the Project).

If Client or its representative observes or otherwise becomes aware of any fault, deficiency or defect in the Project, or any non-conformity with the Contract Documents, Client shall promptly notify KdG in writing of such fault, deficiency, defect or non-conformity.

KdG services under this Agreement are being performed solely for Client's benefit and no other person or entity shall have any claim against KdG because of this Agreement or the performance or non-performance or any services hereunder. Client shall include this provision in any agreement it enters into with another personal entity involving this Project.



EXHIBIT A – SCOPE OF SERVICES

CLIENT NAME: City of Belleville

DATE: May 29, 2020

ADDRESS: 407 East Lincoln Street
Belleville, Illinois 62220

PROJECT NAME: City of Belleville * S29th St.
drainage

PROJECT NUMBER: 200034-0001

PROJECT LOCATION: Belleville, Illinois

SCOPE OF SERVICES

KdG, Inc. to provide Civil Engineering services to the City of Belleville, Illinois, to complete the final design for the drainage project near S29th St. and the railroad crossing.

Services shall include:

1. Plans consisting of cover page, plan and profile sheets, and misc. details
2. Utility coordination for crossing near Main St.
3. Cost Estimate

Historically, at City request, KdG has not performed the following services:

1. Hydraulics of receiving inlets/pipes
2. Specifications
3. Easement Acquisition/negotiation
4. Bid & Award Assistance
5. Construction Administration or Observation

These services are excluded from our proposal. KdG can provide the excluded services for additional fee effort.

Task	Project Tasks	Sub-Task Leader	PIC	PM	PE	ENG	Structural PE	Technician	Designer	Secretary	Survey
			Kuhlmann <i>design</i> Group, Inc.								
	Activity Id and Description		PIC	PM	PE	ENG	Structural PE	Technician	Drafter	Secretary	sub
Task 6											
		KdG									
		KdG									
		KdG									
	Post-design Hours	0	0	0	0	0	0	0	0	0	
	\$/HR		\$205	\$145	\$125	\$105	\$125	\$90	\$80	\$65	
	\$		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Total Post-Design Fee						\$0				
								KdG Post Design	\$0		
								Sub-Consultant Total	\$0		



ECONOMIC DEVELOPMENT, PLANNING AND ZONING DEPARTMENT MEMORANDUM

Meeting Date: June 3, 2020

To: Planning Commission

From: Joel Glasscock
Planner and GIS Coordinator

Subject: **Bergmann-Roscow Plumbing Storage Building:** Site Plan for the development of a 2,400 square foot storage building, located at 56 Empire Drive on a 1.1 acre, "D-1" Light Industry District zoned property. (parcel #08-25.0-303-021) Ward 6

Actions Requested: Tindall Construction, Inc. requests a recommendation by the Planning Commission to the City Council on the above-referenced Site Plan.

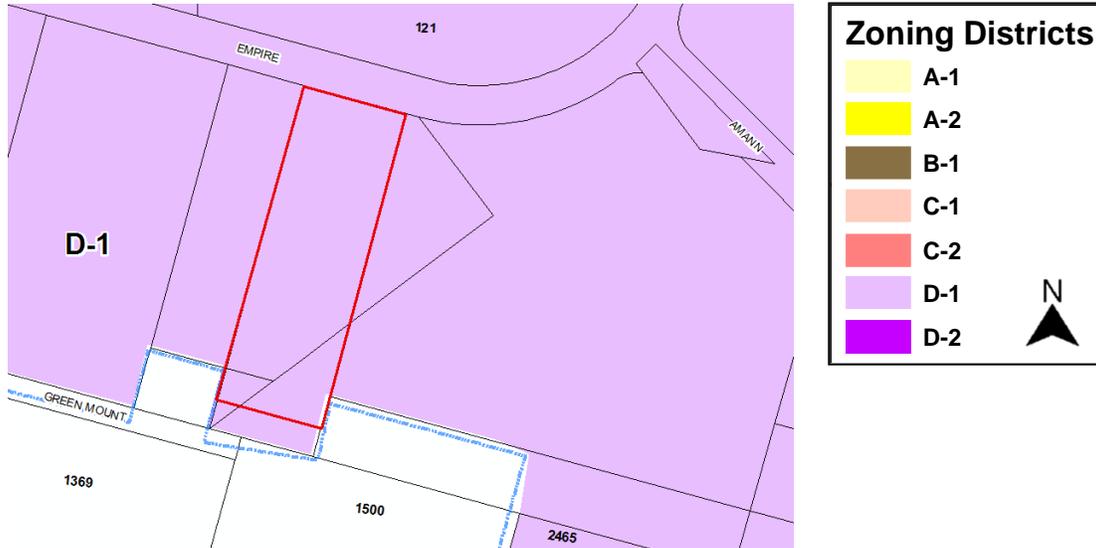
Current Zoning: "C-2" Heavy Commercial District



Surrounding Zoning and Land Uses:

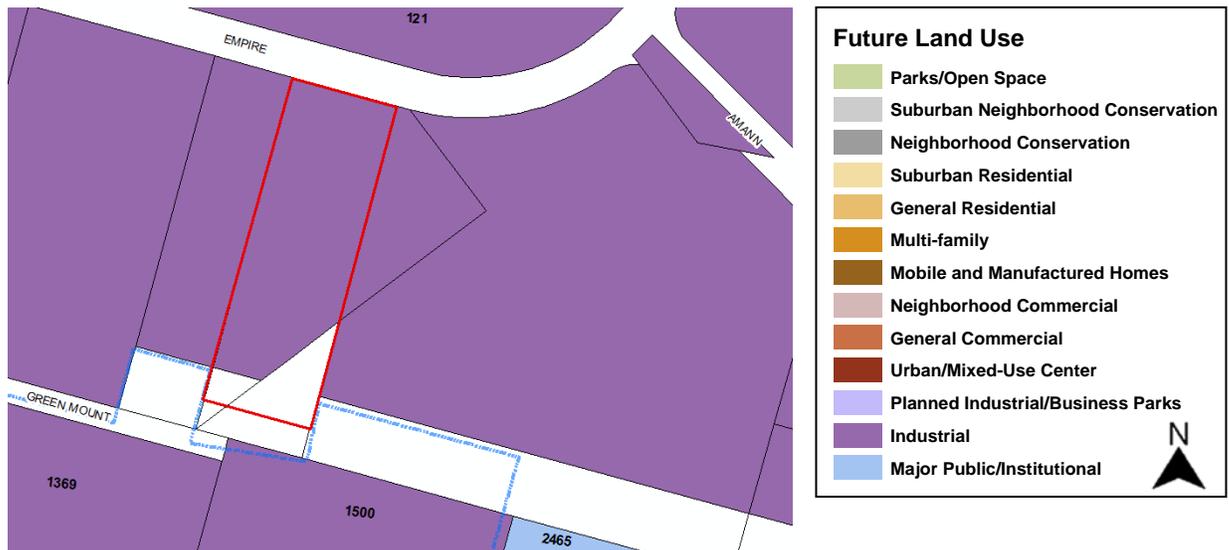
The subject area and parcels to the north, east, and west are zoned “D-1” Light Industry. The parcels to the south are zoned “A” Agriculture Industry District (St. Clair County Zoning).

The area to the north is occupied by Commercial Transport and White Tank and Truck Repair. The area to the east is vacant land. To the south (rear) is the Orchard Loop Trail, agriculture land, and a single-family dwelling.



Comprehensive Plan:

The Future Land Use Map designates the subject area and surrounding area as Industrial.



Background: The subject area is located in the Belle-Valley Industrial Park and is currently occupied by Bergmann-Roscow Plumbing. The existing office / shop building was constructed in 1998 and is 3,960 sf in area.

Analysis: The proposed storage building (3-sided pole barn) would be 2,400 sf in area, 15 ft in height, and located to the rear of the existing building. The exterior building material would be metal which is permitted in the D-1 Light Industry District. The total lot building coverage of the existing and proposed buildings on the subject parcel would equal 13.32%. This is within the D-1 Zoning District allowed maximum building coverage of 75%.

In addition, all building setbacks satisfy the minimum D-1 Zoning District requirement of 25 ft from all lot lines.

The building would be accessible from the drive aisles located to the east and west of the existing structure. The existing gravel surface will remain since open storage areas do not require hard surfacing.

The Fire Dept. and Wastewater Dept. did not have any review comments due to the proposed building being unenclosed and not including any type of utilities. The Engineering Department is currently working with the Applicant and project engineer to ensure the plans adequately address storm water detention. **We ask any recommendation of approval include the stipulation the City Engineer approve storm water detention plans prior to issuance of Building Permit.**

Please refer to the attachments for site plan materials and elevations.

Planning Commission

Action:

The Planning Commission has the following options when considering a Site Plan application:

- Recommend approval as submitted
- Recommend approval with additional conditions.
- Tabling the agenda item to a specific date with clarification of intent and purpose
- Recommend denial

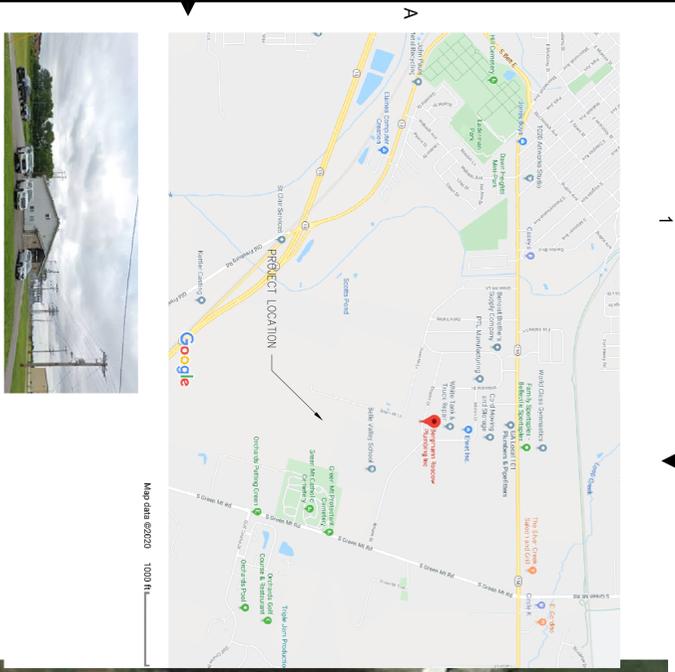
City Council

Action:

Should the Planning Commission act and make a recommendation on this agenda item, then the Site Plan will be forwarded for City Council action on June 15, 2020.

Attachment:

Application
Site Plan Materials
Elevations



PROJECT LOCATION



NORTH

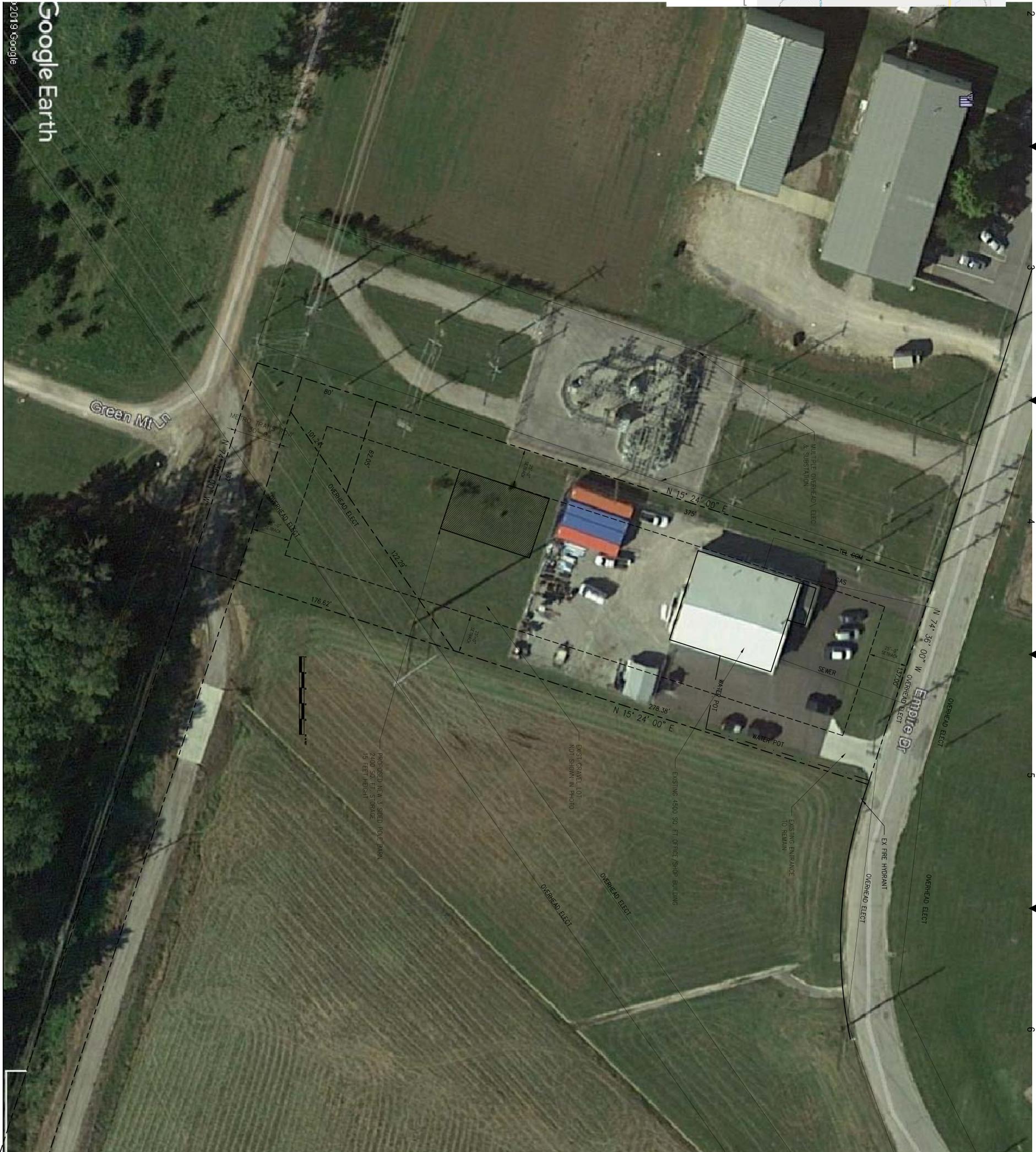
ARCH. SITE PLAN

SCALE: 1"=30'



NORTH

THIS SITE PLAN SHOWS EXISTING CONDITIONS. NO WORK TO PARKING LOT OR EXTERIOR IS PLANNED.



REVISIONS	



THIS ENGINEERING DRAWING IS GIVEN IN CONFIDENCE. NO USE OR DISSEMINATION MAY BE MADE WITHOUT PRIOR WRITTEN CONSENT OF THE ENGINEER. ALL COMMON LAW RIGHTS OF COPYRIGHT AND OTHERWISE ARE HEREBY SPECIFICALLY RESERVED.

ox2 Engineers
 1001 Town Creek Road
 Murphysboro, Illinois 62966
 618-558-3872
 www.ox2engineers.com

Addition to:
Bergmann Rocow
 56 Empire Drive
 Belleville, Illinois

ARCH SITE PLAN

CHECKED BY SO	DWG DATE: 01/20/2020
DRAWN BY SO	SHEET NO. S0.1

EXHIBIT A



EXHIBIT B

Elevation Drawings

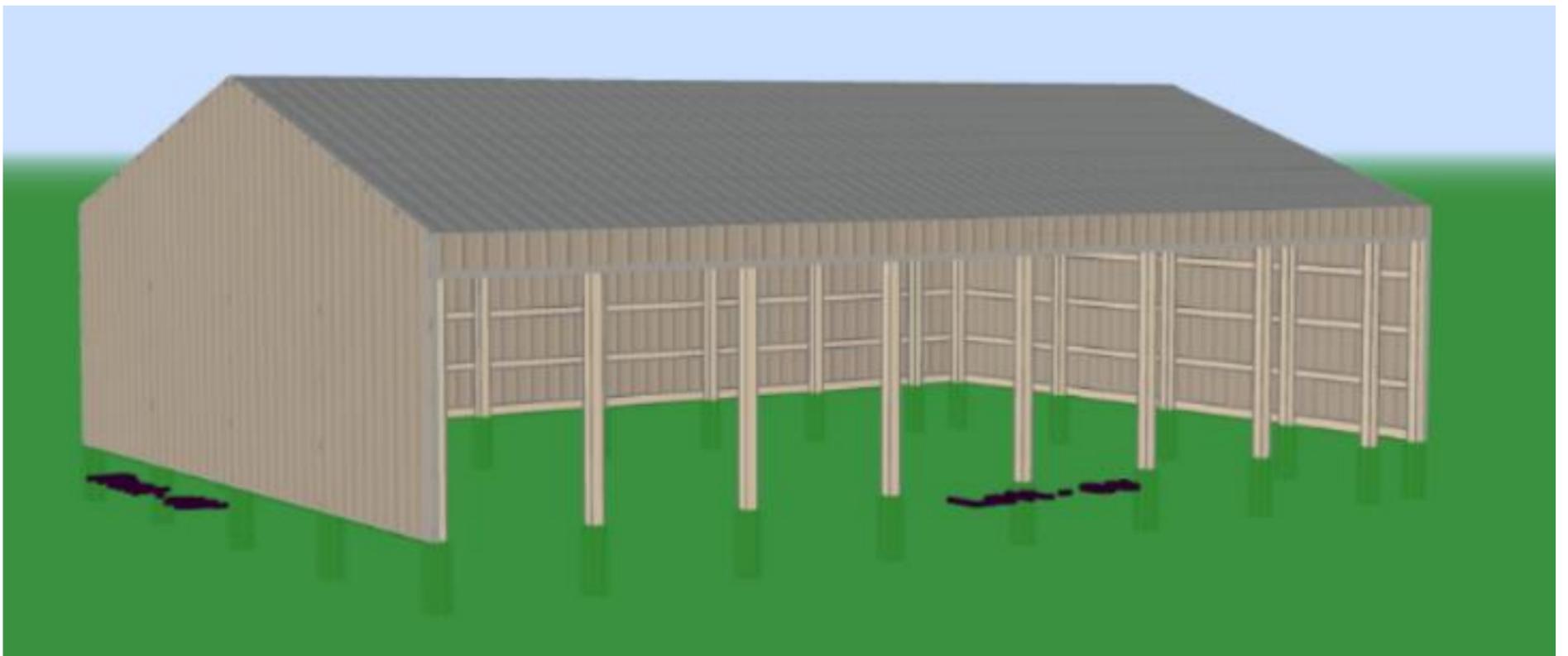


EXHIBIT C

Properties to north of subject property.



Property to east of subject property.



Properties to south of subject property.



Property to west of subject property.



Rear of subject property.



DEVELOPMENT AGREEMENT

This agreement made this 15th day of June, 2020 by and between the City of Belleville, Illinois (the "City") and Pinnacle Eateries, LLC ("Pinnacle Eateries, LLC"):

WITNESSETH:

WHEREAS, Pinnacle Eateries, LLC intends on investing a minimum of \$895,000.00 to complete the remodeling of the existing facility for a new restaurant located at 648 Carlyle Avenue in Belleville (the "Project"), and;

WHEREAS, the parties have reached an agreement in order to set forth the terms upon which the City would provide certain economic incentives for the Project and the terms upon which Pinnacle Eateries, LLC would provide jobs at said location, and;

Responsibilities of the City of Belleville

1. Reimburse Pinnacle Eateries, LLC \$20,000.00 in TIF #3 funds for remodeling of the existing property for a new restaurant facility, after receipt of documentation of eligible costs incurred.

Responsibilities of Pinnacle Eateries, LLC

- A. Invest no less than \$895,000.00 to complete the remodeling of the existing property for a new restaurant facility located at 648 Carlyle no later than December 31, 2020, and;
- B. Create twenty-five (25) FTE jobs within the first year of operation of the new restaurant, and;
- C. Commit to annual sales subject to sales tax of no less than \$1,200,000.00, and;
- D. Pinnacle Eateries, LLC and any heirs and/or successors shall remain and operate at the site for no less than five (5) years, and;
- E. Compliance with all existing and applicable Federal, State, County and Local laws and ordinances.

Penalties

In the event that Pinnacle Eateries, LLC fails to meet its obligations under Sections (A), (B), (C), (D), or (E) of the section entitled "Responsibilities of Pinnacle Eateries, LLC" of the Development Agreement, all public funds provided under (1) of the section entitled "Responsibilities of the City of Belleville" received to date as per the Development Agreement from the City of Belleville shall be repaid to the City of Belleville and all remaining amounts to be provided if any, shall be terminated.

Miscellaneous

1. **Entire Agreement.** This Agreement and any written amendments hereto shall constitute the entire agreement between the parties. Neither party shall be bound by any terms, conditions, statements or representatives, not herein contained. Each party hereby acknowledges that in executing this Agreement it has not been induced, persuaded or motivated by any promise or representation made by the other party, unless expressly set forth herein. All previous negotiations, statements and preliminary agreements by the parties or their representatives are merged in this Agreement.
2. **Validity.** It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement is held by a court of law to be illegal or in conflict with any law of the State of Illinois, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.

3. Notices. Notices, or other communications required or which may be given under this Agreement shall be in writing, and delivered either personally, or by certified or registered mail, to the addresses indicated for each party below after their respective signatures, or to such other address as designated by a party similar notice to the other party. Date of notice shall be the date of delivery in the case of delivered notice or the date of posting in the mail in the case of mail notice.
4. Signage. Agree to allow City to place on the premises a sign indicating financial assistance has been provided by the City of Belleville for a minimum of fifteen (15) days each before and after opening of the facility.
5. Current with Payments. Agree to pay in full the City of Belleville on any outstanding invoices containing the name or names of the individual, company and/or corporation receiving the said inducements.
6. Execution of Agreement. If this agreement is not fully executed within sixty (60) days of City Council approval, it shall be considered null and void.
7. Prevailing Wage. Projects receiving incentives/inducements from the City of Belleville will be required to comply with the President's executive order no. 11246, as amended (prevailing wage).
8. Superseder. This Agreement supersedes and replaces any and all prior agreements and understandings between the City and **Pinnacle Eateries, LLC** with respect to the subject matter hereof.
9. Request of Payment. The party receiving inducements must officially request payment from the City. This must be done via letter to include documentation of costs incurred as outlined in the section titled "Responsibilities of **Pinnacle Eateries, LLC**".
10. Compliance Reporting. Agree to submit Annual Certification of Compliance With Development Agreement form to document compliance with items as outlined in the section titled "Responsibilities of **Pinnacle Eateries, LLC**". Such reporting is required for the life of the agreement, which is defined as the timeframe of the commitment to remain and operate at the project location as identified in the section titled "Responsibilities of **Pinnacle Eateries, LLC**".

CITY OF BELLEVILLE, ILLINOIS
 City Hall
 101 South Illinois Street
 Belleville, Illinois 62220

By: _____
 MAYOR

ATTEST: _____
 CITY CLERK

Pinnacle Eateries, LLC
 159 Ladue Oaks Dr.
 St. Louis, MO 63141

By: _____
 Jim Sprick, President

City of Belleville Economic Development & Annexation Committee
Project Information & Staff Recommendations
June 3, 2020

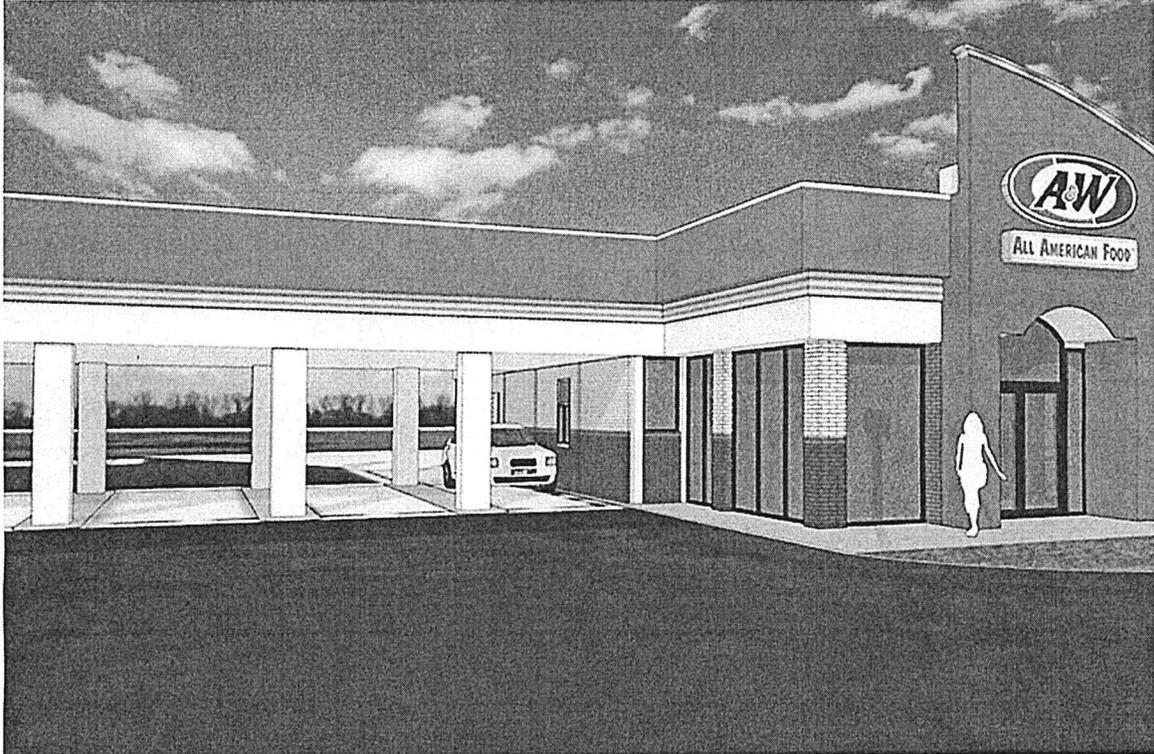
Company	Pinnacle Eateries, LLC
Project Information	Remodeling of existing facility for new restaurant.
Address	648 Carlyle Ave.
Estimated Project Costs	\$895,000.00 Remodeling: \$400,000.00 Capital Equipment: \$250,000.00 Property Acquisition: \$215,000.00 Site Preparation: \$ 30,000.00
Incentives Requested	1. Reimbursement of TIF eligible expenses.
Recommend Development Agreement to include but not limited to: Proposed incentive package is \$20,000.00 or 2.2% of Total Project Cost. Item(s) (1) contingent upon approval of building and site plan being to code with the following conditions met by <u>Pinnacle Eateries, LLC:</u>	<u>Responsibilities of the City of Belleville</u> 1. Reimburse Pinnacle Eateries, LLC \$20,000.00 in TIF #3 funds for remodeling of the existing property for a new restaurant facility, after receipt of documentation of eligible costs incurred. <u>Responsibilities of Pinnacle Eateries, LLC</u> A. Invest no less than \$895,000.00 to complete the remodeling of the existing property for a new restaurant facility located at 648 Carlyle no later than December 31, 2020, and; B. Create twenty-five (25) FTE jobs within the first year of operation of the new restaurant, and; C. Commit to annual sales subject to sales tax of no less than \$1,200,000.00, and; D. Pinnacle Eateries, LLC and any heirs and/or successors shall remain and operate at the site for no less than five (5) years, and; E. Compliance with all existing and applicable Federal, State, County and Local laws and ordinances.
Source of Funding	TIF #3
Additional Documentation:	Rendering.

648 Carlyle Ave.

Existing



Proposed





CITY OF BELLEVILLE TIF ASSISTANCE APPLICATION
(To be completed by Project Owner or Agent)

PART I- PROJECT INFORMATION:

1. Legal Business Name/Applicant: Pinnacle Eateries, LLC

2. Street Address: 159 LADUE OAKS Dr.

3. City: ST. LOUIS State: MO ZIP: 63141

4a. Federal Tax I.D. #: [REDACTED] 4b. Unemployment Insurance #: [REDACTED]

5. Contact Person/Title: Jim Sprick President

Phone: [REDACTED] E-mail: [REDACTED]

Street Address of Proposed Project: 648 CARLYLE AVE

6. Name of Property Owner: Scott Credit Union

Street Address: 101 Credit Union Way City/State: Edwardsville IL ZIP: 62025

Phone: 618-345-1111 E-mail: tracie.buettner@scu.org

7. Permanent Parcel # 53797-133112
(From Real Estate Tax Bill or St. Clair County Assessor's Office)

8. TIF District project location (See attached map): CARLYLE PLAZA

- | | | |
|---|--|--|
| <input checked="" type="checkbox"/> TIF #3 | <input type="checkbox"/> #13/Southwinds | <input type="checkbox"/> #19/Frank Scott Parkway |
| <input type="checkbox"/> TIF #8/Downtown South | <input type="checkbox"/> #14/Rt. 15 East | <input type="checkbox"/> #20/Rt. 15-S. Green Mount |
| <input type="checkbox"/> #9/Drake Road | <input type="checkbox"/> #15/Carlyle-Green Mount | <input type="checkbox"/> #21/Belle Valley III |
| <input type="checkbox"/> #10/Lower Richland Creek | <input type="checkbox"/> #16/Rt. 15 Corridor | <input type="checkbox"/> #22/Rt. 15 North |
| <input type="checkbox"/> #11/Industrial Jobs Recovery | <input type="checkbox"/> #17/East Main St. | |
| <input type="checkbox"/> #12/Sherman Street | <input type="checkbox"/> #18/Scheel St. | |

9. General Description of Proposed Project: Renovate existing structure into an A&W Restaurant

10. Project Classification: (specify) Commercial Industrial SIC # (Standard Industrial Classification)

11. Type of Project: New Construction Remodeling of Existing Building Expansion of Existing Building

12. Is this a new business or existing business? New Existing

13. Does this project involve a move from another location: NO YES
(If YES, indicate City and State): _____

14. Expected Project Start Date: 8/2020 Expected Project Completion Date: 10/2020

15. Estimated Cost of Remodeling: \$ 400,000
New Construction: \$ N/A
Capital Equipment: \$ 250,000
Property Acquisition: \$ 215,000
Site Preparation, Utilities, Etc.: \$ 30,000
Total Estimated Project Cost: \$ 895,000

16. Number of Full Time Equivalent (FTE) Jobs*:
a. Presently at project location: 0
b. Present Jobs to be Retained**: N/A
c. Created*** within one (1) year of project completion: ~~50~~ 25 ES. 6-1-2020
d. Additional Jobs Created after one (1) year and within two (2) years: N/A

18. Projected Annual Sales Subject to Sales Tax: \$1,200,000.00 - 1,400,000.00

19. Incentives Requested:
- Reimbursement of TIF eligible costs
 - Façade Improvement Reimbursement
 - Rebate of Property Tax on Incremental Improvements

*"Full-time equivalent job" means a job in which the new employee works for the recipient or for a corporation under contract to the recipient at a rate of at least 35 hours per week. A recipient who employs labor or services at a specific site or facility under contract with another may declare one full-time, permanent job for every 1,820 man hours worked per year under that contract. Vacations, paid holidays, and sick time are included in this computation. Overtime is not considered a part of regular hours.

**"Full-time retained job" means any employee defined as having a full-time or full-time equivalent job preserved at a specific facility or site, the continuance of which is threatened by a specific and demonstrable threat, which shall be specified in the application for development assistance. A recipient who employs labor or services at a specific site or facility under contract with another may declare one retained employee per year for every 1,750 man hours worked per year under that contract, even if different individuals perform on-site labor or services

***"Created" means the number of jobs for which persons are hired or are expected to be hired within 2 years as a result of the new investment, not including construction jobs or spin-offs that may be created.

SYS DATE:06/10/20

CITY OF BELLEVILLE
C L A I M S H E E T
Monday June 15, 2020

SYS TIME:11:09

[NCS]

DATE: 06/15/20

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VENDOR #	NAME	DEPT.	AMOUNT
13 MOTOR FUEL TAX FUND			
EL001	ELECTRICO, INC.	13-00	791.65
KA009	KASKASKIA ENGINEERING GROUP LLC	13-00	8,676.03
	**TOTAL		9,467.68
	13 MOTOR FUEL TAX FUND	GRAND TOTAL	9,467.68