



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

**CITY COUNCIL AGENDA
CITY OF BELLEVILLE, IL
JUNE 21, 2021
AT 7:00 P.M.**

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

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

2. ROLL CALL ALDERMEN

3. ROLL CALL DEPARTMENT HEADS

4. PLEDGE OF ALLEGIANCE

5. PUBLIC HEARING

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

7. PRESENTATIONS, RECOGNITIONS & APPOINTMENTS

7-A. Motion to approve Mayor Gregory's appointment for fiscal year 2021-2022:

- Sal Elkott, City Engineer (Part-Time)

7-B. Mayor Gregory will recommend the reappointment of Mitoshia Scott to serve a 5-year term on the Zoning Board of Appeals.

7-C. Mayor Gregory will recommend the appointment of Deborah Brennan to serve a 5-year term on the Zoning Board of Appeals.

8. APPROVAL OF MINUTES

8-A. Motion to approve City Council Meeting and Executive Session Minutes of June 7, 2021.

9. CLAIMS, PAYROLL AND DISBURSEMENTS

9-A. Motion to approve claims and disbursements in the amount of **\$756,051.57** payroll in the amount of **\$854,841.35**.

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 BOARD OF FIRE & POLICE COMMISSION**

11-A(1). Motion to approve the promotion of firefighter Matthew Preston to Engineer effective June 15, 2021 at 12:01am.

11-B. **MOTION FROM ZONING BOARD OF APPEALS**

11-B(1). **24-APR21 – Belleville Mural Project:** Request for a Sign Installation Permit for the Area of Special Control for a mural at 510 West Main Street (08-21.0-441-001) located in a “C-2” Heavy Commercial District. (Applicable section of the zoning code:155.052, 155.053) Ward 5 *Zoning Board recommended approval by a vote of 4-1.*

11-C. **MOTIONS FROM ORDINANCE & LEGAL REVIEW**

11-C(1). Motion to amend Title VII (Traffic Code), Chapter 77 (Non-Highway Vehicles), Section 77.05 (Permits).

11-C(2). Motion to amend Title IX (General Regulations), Chapter 90 (Animal Control), Section 90.27 (Registration) of the Beekeeper Ordinance.

- 11-C(3). Motion to amend Title VII (Traffic Code), Chapter 73 (Traffic Rules and Driving Regulations), Section 73.33 (Hospital Quiet Zones).
- 11-C(4). Motion to amend Title III (Administration), Chapter 31 (Officials and Employees, General Administration), Section 31.009 (Appointment of Employees).
- 11-C(5). Motion to amend Title III (Administration), Chapter 31 (Officials and Employees, General Administration), Section 31.007 (Improvements) and Chapter 34 (Finance and Revenue; Taxation), Section 34.005 (Office of Purchasing) of the Revised Code of Ordinances to Incorporate the Qualifications-Based Selection Process for Architects, Engineers and Land Surveyors set forth in the Illinois Local Government Professional Services Selection Act (50 ILCS 510/, et. seq.)
- 11-C(6). Motion to amend Title III (Administration), Chapter 32 (Organizations) to incorporate removal provisions.

11-D. MOTIONS FROM FINANCE

- 11-D(1). Motion to approve proposed changes to Fire Department Permit Fee Schedule.
- 11-D(2). Motion to approve billboard location lease renewals with Outfront Media LLC.
- 11-D(3). Motion to approve closing Insurance Fund (Fund 03) and corresponding checking account.
- 11-D(4). Motion to approve opening new fund and checking account for American Rescue Plan (ARPA) funds.

11-E. **MOTION FROM LIBRARY BOARD**

11-E(1). Motion to approve entering a contract with Spectrum VoIP for a new phone system at the Library to provide continuity amongst all City Departments.

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

11-F(1). Motion to approve a Development Agreement with Under the Wood Property, LLC for remodeling of existing facility located at 103 North 47th Street for an event venue.

12. COMMUNICATIONS

12-A. **ARC BLOOD DRIVE – 09/30/2021**

American Red Cross requests to host a blood drive at Fire House No. 4, Thursday, September 30, 2021, 1:00p.m. to 6:00p.m.

12-B. **WOLFE & NATION BAND – 06/25/2021**

Copper Fire requests to host Wolfe & Nation Band, Friday, June 25, 2021, 8:00pm to 11:59pm. Street closure request of first block of South Jackson to parking lot entrances, 5:00pm to 2:00am (06/26/2021). Additional City services requested: barricades and “No Parking” signage.

12-C. **ALTHOFF CLASS REUNION – 06/26/2021**

Tavern on Main requests to host the Althoff Class Reunion, Saturday, June 26, 2021, 5:00pm to 11:59pm. Street closure request of first block of North Church Street to alley, 5:00pm to 1:00am (06/26/2021). Additional City services requested: trash toters, picnic tables, barricades and “No Parking” signage.

13. PETITIONS

14. RESOLUTIONS

15. ORDINANCES

15-A. **ORDINANCE 8942-2021**

A Zoning Ordinance In Re: **24-APR21 – Belleville Mural Project.**

15-B. **ORDINANCE 8953-2021**

An Ordinance Amending Title VII (Traffic Code), Chapter 77 (Non-Highway Vehicles), Section 77.05 (Permits) of the Revised Code of Ordinances of the City of Belleville, Illinois, as Amended.

15-C. **ORDINANCE 8954-2021**

An Ordinance Amending Title IX (General Regulations), Chapter 90 (Animal Control), Section 90.27 (Registration) of the Revised Code of Ordinances of the City of Belleville, Illinois, as Amended.

15-D. **ORDINANCE 8955-2021**

An Ordinance Amending Title VII (Traffic Code), Chapter 73 (Traffic Rules and Driving Regulations), Section 73.33 (Hospital Quiet Zones) of the Revised Code of Ordinances of the City of Belleville, Illinois, as Amended.

15-E. **ORDINANCE 8956-2021**

An Ordinance Amending Title III (Administration), Chapter 31 (Officials and Employees, General Administration), Section 31.009 (Appointment of Employees) of the Revised Code of Ordinances of the City of Belleville, Illinois, as Amended.

15-F. **ORDINANCE 8957-2021**

An Ordinance Amending Title III (Administration), Chapter 31 (Officials and Employees, General Administration), Section 31.007 (Improvements) and Title III (Administration), Chapter 34 (Finance and Revenue; Taxation), Section 34.005 (Office of Purchasing) of the Revised Code of Ordinances of the City of Belleville, Illinois, as Amended.

15-G. **ORDINANCE 8958-2021**

An Ordinance Amending Title III (Administration), Chapter 32 (Officials and Employees; General Administration) by adding Section

32.190 (Removal of Appointees) of the Revised Code of Ordinances of the City of Belleville, Illinois, as Amended.

15-H. ORDINANCE 8959-2021

An Ordinance Waiving and Extending the Time Limitation for Substantial Development Under the Special Use Permit Granted by Ordinance 8941-2020 and 8846-2020.

16. UNFINISHED BUSINESS

17. MISCELLANEOUS & NEW BUSINESS

17-A. Motor Fuel Claims in the Amount of **\$22,053.43**.

18. EXECUTIVE SESSION

18-A. The City Council may go into executive session to discuss the appointment, employment, compensation, discipline, performance, or dismissal of specific employees (5 ILCS 120/2(c)(1)), collective negotiation matters (5 ILCS 120/2(c)(2)), purchase or lease of property (5 ILCS 120/2(c)(5)), sale or lease of property (5 ILCS 120(c)(6)) and pending and/or probable/imminent litigation (including civil and workers' compensation) (5 ILCS 120/2(c)(11)).

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

PUBLIC PARTICIPATION (2-3 MINUTES PER PERSON)

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

**CITY OF BELLEVILLE, ILLINOIS
COUNCIL MEETING MINUTES
COUNCIL CHAMBERS – CITY HALL
JUNE 7, 2021 – 7:00 PM
Hybrid Meeting**

Mayor Gregory called this meeting to order.

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

Alderwoman Eros excused.

ROLL CALL DEPARTMENT HEADS

Roll Call Department Heads: Mayor Gregory; City Clerk, Jennifer Gain Meyer; City Treasurer Sarah Biermann; City Attorney Hoerner; Police Chief, Bill Clay; Fire Chief, Tom Pour; Director of Public Works, Jason Poole; Director of Wastewater, Randy Smith; Director of Library, Leander Spearman; Director of IT, Scott Markovich; Director of Health, Housing and Building, Scott Tyler; Director of Human Resources, Seth Miller.

Director of Finance, Jamie Maitret excused.

PLEDGE

Mayor Gregory led the Pledge of Allegiance.

PUBLIC PARTICIPATION

Kristin Boyles, Vice President of Metro East Pride

Those in attendance with her this evening are fellow board members of the Board of Directors. They come here tonight not to cause a disruption or to question the decision made by the officials to remove the Pride flags from Public Square but rather to express their sincere thanks to the City of Belleville for their support of the LGBTQIA+ community.

Pride is rooted in the history of minority groups who have struggled for decades to overcome prejudice and be accepted for who they are. LGBTQIA+ Pride Month is celebrated every year in June. The month of June was chosen to commemorate the riots held by members of the LGBTQ community against the police raid that took place at Stonewall Inn, located in New York City in June 1969.

According to the Library of Congress the Stonewall uprising was a tipping point for the gay liberation movement in the United States. They stand here today in the footprints that were laid before them by those fearless fighters of the LGBTQIA+ movement. They continue to fight for those that will carry on their efforts long after they are gone in the hopes for a better and more inclusive society.

They will agree to disagree on the decision to remove the flags from the Public Square. They viewed the decision to relocate them on Highway 159 as a compromise toward the step in the right direction for equality.

Due to COVID-19 Metro East Pride will hold their annual pride fest in October upon consultation with the City and St. Clair County Health Department.

Pride Fest is a family friendly festival with vendors, food, entertainment, educational booths, kid zone and team pride which offers activities for everyone in the LGBTQIA+ youth.

Their motto is diversity, equality and inclusion. They invite everyone to Pride Fest which will be held Saturday, October 2, 2021 from 12:00pm to 10:00pm. Metro East Pride is just not to throw a party, they are about a community. A community in which all members are respected, appreciated and welcomed.

During the last year and half due to the pandemic their fundraising efforts have been halted; however, they were still able to give back to the community in a powerful ways including, pride scholarship, toy drive, holiday food box give away, Belleville Chamber movies with Santa, Belleville Chamber backpack to school fun air, golf tournament hole sponsor, Pride STL and Black Pride Christmas Dinner sponsor and a foster care LGBTQIA+ Christmas party.

As most of you are aware, there have many positive posts on Social Media about the Pride Fest and many comments commending the City of Belleville for recognizing Pride month. They understand that not all residents support their organization or mission and that is their right; however, Metro East Pride is extremely proud of the work they do, their contributions to the community. They look forward to working with the City of Belleville to bring LGBTQIA+ issues to the forefront. They truly appreciate the support.

Gay pride was born of not a need to celebrate being gay, but for a right to exist without persecution. So instead of wondering why there is not a straight pride movement just be thankful you don't need one.

Mayor Gregory thanked everyone for being present tonight and all the volunteering in the community. The City has a diverse community, and this is something that should be celebrated.

Michael Hagberg

Regarding the spelling on Centreville Avenue on street signs. Although the historical spelling has been Centreville Avenue and some of the more recent signs the spelling has been Centerville. He would like to see signs use the historic "re" spelling. He has had email conversations with Michael Velloff and he indicated the new signs will have the "er" spelling to match IDOT signs

on Route 15. Our Ordinance Book contains over two dozen references to the historic spelling. Will that have to be modified and what will this Council do with the signs in the unincorporated portions of Centreville Avenue. Are you aware of how to change a street name with the 911 service which is persnickety about street names when dispatching fire and ambulance services? Bottom line IDOT made an error on their signs and this alone is not reason enough for us to justify changing our history.

Mayor Gregory, if IDOT sent you a letter and misspelled your name would you go down to the DMV and get a new license. Would you inform your lifelong friends and family members that you have a new name because IDOT made an error? He pleads not to allow the City engineer to erase the historical spelling of Centreville Avenue.

Engineering Contracts: with the new administration in office he hopes the City takes the opportunity to modify the process of awarding contracts to engineering firms. In the past seeking input from multiple engineering firms has saved a million dollars on a single project. Specifically, a storm water storage tank on the East End. Council often approves engineering contracts based on a percentage of the construction bid. This ensures any firm selected will be paid a fixed price depending on the size of the project. He discovered the Council approved a contract of 10.85% of the construction bid. Mayor Eckert signed the contract, the 10.85% was crossed out and replaced with "see attached fee schedule". In his opinion this is not only wrong but disservices the taxpayer. Actions such as this have led some engineering fees being over 20% of the construction bid. Another contract quoted over 300-man hours of engineering design work not to exceed \$56,000 for an asphalt overlay a mere 1200 feet in length.

Mayor Gregory, please sign only unmodified contracts that have been approved by Council. If there are any modifications send the contract back to committee for reapproval.

Centreville Avenue: last Tuesday morning the contractor had a dump truck with topsoil to be spread, seeded and covered with hay. While they were using a backhoe to get the topsoil from the truck. They raised the bed and drove down the street and in doing so they ripped the wires from his internet and phone service of the utility pole. He asked to speak with the inspector assigned to the job and was informed he was not onsite. The earliest repair he could schedule with Charter was late Thursday afternoon. He figured the City Engineer would have a personal contact at the utility company to expedite the order. He called Mr. Velloff and he was informed by Mr. Velloff having no inspector onsite was an ongoing issue during this project. He also stated he could do no more with Charter than he could by calling for the repair.

He works from home and requires telephone and internet access to perform his job. At this point all he can do is lose three days of work. Charter showed up Thursday evening and repaired the wires. Early Friday morning he again lost internet and phone service, he ventured up to the street and saw the contractor striping the center lane and noticed the internet and phone wires had been ripped from the utility pole. The contractor said they didn't rip down the wires although right below where the wires used to be located you could see clear evidence where the trucked stopping and restarted the striping. He asked to speak with the inspector and as before was informed, he was not onsite.

He then called that Mayor's office and left a harsh voicemail, he apologized for the harsh tone as he was quite irate at that moment. He then called Charter and explained he had gone through three days of no service and she was kind enough to expedite the order for that day.

He thought the Council approved an inspection contract where IDOT required an inspector to be on the job site when construction was being performed. He personally knows twice where the inspector was not onsite. How many hours of construction were completed with no proper inspection? Will the taxpayer be on the hook for substandard work or materials that were not inspected?

Mayor Gregory stated the City Engineer, Michael Velloff resigned last Wednesday. She has posted out for hire a City Engineer and an Economic Development Director.

Stewart Lannert

President Trump and his family have been getting death threats even by death threat Congressmen and Senators for four years. He might blow up a two-bit newspaper and they all go nuts, he spends three days in jail, with 15 people in a small cell with no bath, \$7500 bond, case still pending, \$25,000 lawyer fees so far.

On November 7th some morons had a so-called photo shoot having ten or so people blocking East Washington Street, he never came close to hitting anyone; however, seven weeks later he was charged with aggravated assault, two felonies, \$4,500 bond. He has been branded a racist in Belleville by the News-Democrat with three front page stories about him and the democrats keep saying America is a racist country. He has decided not to atone for his so-called racism he is going to put up \$50,000 to help fund a statue of a black schoolteacher who was lynched in 1903 on Public Square and body burned while the Mayor and Police did nothing to prevent it. He has nothing but disdain for democrats and news media. His lawyer said they hate him in Belleville. He is not running a popularity.

Alderman Raffi Ovian

In the past Mayor Eckert decided what streets projects were to be done next. These projects were presented to Streets and Grades to award engineering contracts without any input from the Streets and Grades committee. In future he would like to see Streets and Grades discuss outstanding projects and what should be done next.

Street and Grades should review and discuss the Quality Based Selection during open meetings. He would like to see a policy in place to have QBS on jobs the City bids. All we must do is follow the State Law. Federal Law does not require it; however, the State does. He notices this is on Legal and Ordinance Review meeting for tomorrow evening.

At the meeting on May 17, 2021 the Council voted to approve construction inspection on Forest Avenue. This job has not been bid and as far as he knows IDOT has not yet approved it. This week he took time to go over the numbers and it looks like we are paying \$115.96/hr for a construction inspector. The way you can get to this is take the total consulting fee which is \$39,427 and divide by the total hours that the two engineers work which is 340 hours. You also will see in the same packet you will see overhead cost of 175.19%.

The contract did not specify classifications for a construction inspector so basically a staff engineer is paid \$28.26/hr and the senior engineering is paid \$56.41/hr. He would like to see a general rule implemented where an inspector is not employed by the engineering firm or low bidder. This way errors in design or construction are reviewed by an independent third party. We owe it to the taxpayers to oversee their money and if there are problems the engineering firm or low bidder will be forced to use their errors and omission instead of the taxpayers paying for their mistakes.

Let's stop rushing and hiring inspectors before a job is bid or approved by IDOT. He asks that Mayor Gregory be afforded the opportunity to staff the Engineering Department with an engineer and inspector.

A few years ago, the City paid a firm to do an asset management and inventory every road, sidewalk, street sign, lamp post, manhole owned by the City. He requests a copy to be mailed to each Alderman.

PRESENTATIONS, RECOGNITIONS & APPOINTMENTS

Mayor Gregory will recognize the character word of the month "fairness" meaning playing by the rules, being open-minded and not taking advantage.

Mayor Gregory and Chief Clay recognized Master Sergeant Craig Stafford for 32-plus years of service with the City of Belleville Police Department.

Mayor Gregory and Chief Clay recognized recognize Officer Gregory Giedeman for 20-years of service with the City of Belleville Police Department.

Alderman Rothweiler made a motion seconded by Alderman Wigginton to appoint of Tim Gregowicz to serve a 3-year term on the Planning Commission.

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

APPROVAL OF MINUTES

Alderwoman Schaefer made a motion seconded by Alderwoman Stiehl to approve City Council Meeting Minutes of May 17, 2021.

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

CLAIMS, PAYROLL AND DISBURSEMENTS

Alderman Ferguson made a motion seconded by Alderwoman Schaefer to approve claims and disbursements in the amount of **\$1,466,022.94** payroll in the amount of **\$869,758.95 (5/21/2021)** and **\$851,910.11 (6/4/2021)**.

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

REPORTS

Alderman Whitaker made a motion seconded by Alderman Rothweiler to approve Treasurer Report April 2021. Motion to approve Statement of Cash and Investments Report – April 2021.

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

ORAL REPORTS

ZONING BOARD OF APPEALS

Alderman Wigginton made a motion seconded by Alderman Anthony to approve the following Zoning Cases:

31-MAY21 – Ricardo Tucker, Tucker Quality Homes LLC: Request for a Use Variance to establish a two-family dwelling at 6 Hi-Pointe Drive (02-36.0-408-004) located in an “A-1” Single-Family Residence District. (Applicable section of the zoning code: 162.570) Ward 4 ***Zoning Board unanimously voted to recommend approval***

32-MAY21 – Jerry & Debbie Belleville: Request for an Area/Bulk Variance to erect an 8-foot fence at 421 John Henry Street (08-33.0-100-009) located in an “A-1” Single Family Residence District. (Applicable section of the zoning code: 162.570; 162.392) Ward 5 ***Zoning Board unanimously voted to recommend approval***

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

PLANNING COMMISSION

Alderman Dintelman made a motion seconded by Alderman Randle to approve **McCullough’s Flooring:** Site Plan and Architectural Elevations for the addition of an approximately 4,725 square foot commercial space, at 4400 North Belt West, a “C-2” Heavy Commercial District-zoned 3.62-acre site. (Parcel 08-17.0-100-052) Ward 3 ***Planning Commission unanimously voted to recommend approval***

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

COMMUNICATIONS

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

YOGA ON THE SQUARE – 06/26/2021

Go Yoga Express, LLC requests additional City services to their Yoga on the Square, Saturday, June 26, 2021. Additional City services requested: trash toters and electric. **ALL EVENTS APPROVED BY COUNCIL MUST FOLLOW COVID-19 MITIGATION AS REQUIRED BY THE STATE OF ILLINOIS AT TIME OF EVENT.**

VENUE ON MAIN – ALL EVENTS

Request from Venue on Main to allow Mobile Commerce Vendors for all special events at Venue on Main (Special Services District).

WEST END INDIE MARKET – 07/24/2021 and 09/11/2021

Request from Sweet Honey LLC to host the West End Indie Market on Saturday, July 24, 2021 (12:00pm to 6:00pm) and Saturday, September 11, 2021 (10:00am to 4:00pm) City parking, 10th & West Main Street. Lot closure request: July 24, 2021 (9:00am to 8:00pm) and September 11, 2021 (8:00am to 5:00pm). Additional City services requested: trash toters, barricades and “No Parking” signage. **ALL EVENTS APPROVED BY COUNCIL MUST FOLLOW COVID-19 MITIGATION AS REQUIRED BY THE STATE OF ILLINOIS AT TIME OF EVENT.**

LABOR DAY PARADE – 09/06/2021

Request from the SW IL Central Labor Council to host the Labor Day Parade, Monday, September 6, 2021, 10:00am to 11:30am. Street closure request: parade line-up, 8:00am to 11:00am, South 1st Street from West Washington (south side) to West Monroe (north side), South 1st Street from West Monroe (south side) to West Adams Street (north side) and South 2nd Street from West Washington (south side) to West Monroe (north side) (including cross streets). Parade route rolling closure 10:00am to 11:30am. Additional City services requested: "No Parking" signage, barricades, clean- up of parade route, Police and Street Department personnel. **ALL EVENTS APPROVED BY COUNCIL MUST FOLLOW COVID-19 MITIGATION AS REQUIRED BY THE STATE OF ILLINOIS AT TIME OF EVENT.**

LABOR DAY PICNIC – 09/06/2021

Request from the SW IL Central Labor Council to host the Labor Day Picnic, Monday, September 6, 2021, 10:00am to 4:00pm at Hough Park. City services requested: picnic tables, water, electric, “No Dogs” signage, trash toters and Police personnel. **ALL EVENTS APPROVED BY COUNCIL MUST FOLLOW COVID-19 MITIGATION AS REQUIRED BY THE STATE OF ILLINOIS AT TIME OF EVENT.**

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

RESOLUTIONS

Alderman Randle made a motion second by Alderwoman Schaefer to read by title only **Resolution 3414**.

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

Alderwoman Stiehl made a motion second by Alderman Whitaker to approve **RESOLUTION 3414-2021** A Resolution requesting permission from IDOT to close Route 159 for the Labor Day Parade - Monday, September 6, 2021.

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

ORDINANCES

Alderman Randle made a motion second by Alderwoman Schaefer to read by title only and as a group **Ordinances 8951-2021, 8952-2021**.

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

Alderman Wigginton made a motion seconded by Alderwoman Duco to approve the following Ordinances:

ORDINANCE 8951-2021

A Zoning Ordinance In Re: **31-MAY21 – Ricardo Tucker, Tucker Quality Homes LLC.**

ORDINANCE 8952-2021

A Zoning Ordinance In Re: **32-MAY21 – Jerry & Debbie Belleville.**

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

UNFINISHED BUSINESS

Discussion of Resolution 3413 as it Relates to Restore Illinois Guidelines/Mitigation Plan.

City Attorney Hoerner stated over the course of COVID-19 Pandemic there were a series of Resolutions the Council approved for street closures and parking lot use to restaurants to be used for outdoor dining. There is also a provision where they Mayor as Liquor Commissioner could allow outdoor service with alcohol to assist in this measure. This will expire on a specific date or when the State of Illinois reaches Phase 5. Phase 5 is supposed to go into effect on Friday, June 11, 2021.

The local measures will no longer have the restriction so if there are attempts to continue it must go through the Traffic Committee.

Alderman Randle asked as this relates to High, Jackson, Church etc. with tents that went up at many neighborhood bars. Does this have to be removed on Friday, June 11, 2021; City Attorney Hoerner advised yes. Jason Poole advised the streets will open Friday, June 11, 2021.

Alderman Elmore asked if the City can dictate if a tent can go up on a private parking lot; City Attorney Hoerner advised they must apply for a permit from the City.

Alderwoman Stiehl stated Ward 6 has several restaurants and they do request to have tents and close streets; City Clerk Meyer advised the process will not change. The establishment will submit a special event application for Council approval.

Alderman Rothweiler asked if the businesses have been notified; Mayor Gregory advised they will be notified on Tuesday, June 8, 2021.

Alderman Weygandt stated in the past the restaurants downtown received a closure several times and the limit of three; City Attorney Hoerner advised there is a three limit on a special liquor license.

Alderman Weygandt asked who is paying the bill to close the streets and deliver the trash totes; City Clerk Meyer advised this is normal daily business; Alderman Weygandt asked how much does this cost; Director of Public Works, Jason Poole, advised three to four minutes.

MISCELLANEOUS & NEW BUSINESS

Alderman Wigginton requested to read an email he received from 4204 West Main Brewing Company

“We received a telephone call from the Police Chief about Harvest Host, an RV program they joined. RVs when traveling across the country will stay overnight at a local farm, winery or brewery. This has been a great experience for them and people from across the United States have been stopping in our beautiful town and stopping at 4204. The RVs are completely self-contained, unlike tents, and they set a limit on how many they accept.

The Police Chief advised they must stop hosting the RVs after this weekend because it is against Belleville Ordinance. No camping within the City.

They are asking for an exception...can you help.”

Alderman Wigginton advised they park overnight. There is value from this program. The potential tourism for Belleville. It would behoove the City to take to Ordinance and Legal in July 2021. Mayor Gregory advised her office has started the research on this program.

Alderman Wigginton stated he would like to have further discussion.

Alderman Ovian stated Streets and Grades has been difficult over the past couple years. He has come up with a set of plans for engineering plans and construction work:

- Engineering Firm Awarded for Design
- Contract Amount for Engineering Firm Awarded for Design
- The Change Orders for Engineer Firm
- Cost Overruns for Engineer Firm
- Final Cost Paid to Engineering Firm Awarded for Design
- Construction Company Awarded for Project
- Approved Bid Amount to the Construction Company
- Change Orders for Construction Company
- Cost Overruns for Construction Company
- Final Cost Paid to Construction Company
- Total Cost of Project
- Fund used for payment

If we are following the straight and narrow guidelines it will be so much easier when attending meetings; City Attorney Hoerner advised this should be forwarded to Ordinance and Legal Review Committee.

Alderman Dintelman made a motion seconded by Alderman Elmore to approve Motor Fuel Claims in the Amount of **\$52,010.33**.

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

EXECUTIVE SESSION

Alderman Elmore made a motion seconded by Alderwoman Stiehl to go into executive session to discuss the appointment, employment, compensation, discipline, performance, or dismissal of specific employees (5 ILCS 120/2(c)(1)), collective negotiation matters (5 ILCS 120/2(c)(2)), purchase or lease of property (5 ILCS 120/2(c)(5)), sale or lease of property (5 ILCS 120(c)(6)) and pending and/or probable/imminent litigation (including civil and workers' compensation) (5 ILCS 120/2(c)(11)).

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

Entered executive session at 7:55 p.m.

Resumed from Executive Session at 8:15 p.m.

ADJOURNMENT

Alderman Randle made a motion seconded by Alderwoman Schaefer to adjourn at 8:16 p.m.

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

Jennifer Gain Meyer, City Clerk

**CITY OF BELLEVILLE PAYMENT SUMMARY
COUNCIL MEETING - JUNE 21, 2021**

GENERAL FUND

00 - Revenue	\$224,529.23
50 - Administration	\$52,914.96
51 - Police	\$21,221.96
52 - Fire	\$9,932.67
53 - Streets	\$5,857.31
54 - Parks	\$11,681.77
55 - Cemetery	\$2,026.03
56 - Hlth/Sanitation	\$83,259.86
61 - RCDS - Building & Zoning Div	\$1,109.37
62 - RCDS - Econ Dev & Planning Div	\$479.52
82 - Mayor	\$41.53
84 - Human Resources	\$472.35
86 - Treasurer	\$220.39
87 - Maintenance	\$14,450.58
88 - Engineering	\$97.92
GENERAL FUND TOTAL	<u>\$428,295.45</u>

SEWER OPERATIONS

75 - Collections	\$27,335.48
77 - Lines	\$2,900.14
78 - Plant	\$64,508.36
SEWER TOTAL	<u>\$94,743.98</u>

04 - Library	\$27,515.75
07 - Park/Rec	\$20,040.32
12 - General & Community Assistance	\$36,266.28
13 - Motor Fuel Tax Fund	\$22,053.43
14 - Fountain Fund	\$0.00
15 - Tort Liability Fund	\$28,551.91
18 - Walnut Hill Future Care	\$15,900.00
24 - Sewer Const.	\$4,185.00
30 - SSA	\$219.65
38 - TIF 3	\$35,958.55
64 - 2011 TIF BOND I & S	\$42,321.25

ALL FUNDS TOTAL	<u><u>\$756,051.57</u></u>
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VENDOR #	NAME	DEPT.	AMOUNT
=====			
12	GENERAL & COMMUNITY ASSISTANCE		
AL051	ALLSTATE FIRE & CASUALTY INSURANC	12-00	74.48
CI031	CITY OF BELLEVILLE	12-00	69.85
DT002	DTLA ENTERPRISES, LLC	12-00	624.00
LI055	LIBERTY MUTUAL GROUP	12-00	67.97
TM004	T-MOBILE	12-00	179.36
	**TOTAL		----- 1,015.66
12	GENERAL & COMMUNITY ASSISTANCE	GRAND TOTAL	1,015.66
	GRAND TOTAL FOR ALL FUNDS:		1,015.66
	TOTAL FOR REGULAR CHECKS:		1,015.66

VENDOR #	NAME	DEPT.	AMOUNT
=====			
01	GENERAL FUND		
	ADMINISTRATION		
551	ILLINOIS AMERICAN WATER	01-50	2,063.65
	**TOTAL ADMINISTRATION		2,063.65
	POLICE DEPARTMENT		
AT012	AT & T MOBILITY	01-51	6.92
	**TOTAL POLICE DEPARTMENT		6.92
	FIRE DEPARTMENT		
HO034	HOME DEPOT CREDIT SERVICES	01-52	108.22
	**TOTAL FIRE DEPARTMENT		108.22
	PARKS DEPARTMENT		
4902	AT & T	01-54	112.67
551	ILLINOIS AMERICAN WATER	01-54	1,370.56
AT012	AT & T MOBILITY	01-54	45.94
HO034	HOME DEPOT CREDIT SERVICES	01-54	460.68
TR035	TRACTOR SUPPLY CREDIT PLAN	01-54	116.94
	**TOTAL PARKS DEPARTMENT		2,106.79
01	GENERAL FUND	GRAND TOTAL	4,285.58

VENDOR #	NAME	DEPT.	AMOUNT
=====			
04	LIBRARY		
176	BARCOM SECURITY	04-00	150.00
398	EBSCO INFORMATION SERVICES	04-00	6,631.93
402	EGYPTIAN WORKSPACE PARTNERS	04-00	1,102.56
4729	ILLINOIS LIBRARY ASSOCIATION	04-00	104.38
4902	AT & T	04-00	56.33
515	HOME-BRITE ACE HARDWARE	04-00	11.94
5385	INGRAM LIBRARY SERVICES	04-00	59.24
6514	ILLINOIS HERITAGE ASSOCIATION	04-00	45.00
6651	PETTY CASH-LIBRARY	04-00	110.59
704	MICROTEK DOCUMENT IMAGING SYSTEMS	04-00.	2,420.00
7302	THOMSON REUTERS - WEST	04-00	665.00
CI028	CINTAS FIRE 636525	04-00	354.24
CI037	CINTAS	04-00	168.27
CL029	CLINE, REBECCA	04-00	535.42
CL053	CLEARWAVE COMMUNICATIONS	04-00	630.00
CO152	CONNECTED, LLC	04-00	495.80
DE074	DE LAGE LANDEN FINANCIAL SERVICES	04-00	974.40
GO035	GOLDEN IMAGES LLC	04-00	2,350.47
MI000	MIDWEST TAPE	04-00	910.21
OF004	OFFICE DEPOT	04-00	45.19
PR070	PRESTOX	04-00	83.00
PR076	PREMIER WIRELESS BUSINESS TECH SO	04-00NS	79.96
QU006	QUILL CORPORATION	04-00	193.01
TE026	TECSRV	04-00	2,770.00
TM002	T-MOBILE	04-00	2,414.24
TO026	TODAY'S BUSINESS SOLUTIONS INC	04-00	240.00
US015	US SIGNAL COMPANY, LLC	04-00	2,257.45
WA089	WATTS COPY SYSTEM, INC	04-00	633.50

	**TOTAL		26,492.13
04	LIBRARY	GRAND TOTAL	26,492.13

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VENDOR #	NAME	DEPT.	AMOUNT
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07 PLAYGROUND AND RECREATION

4782	SAM'S CLUB/SYNCHRONY BANK	07-00	1,753.36
551	ILLINOIS AMERICAN WATER	07-00	71.58

	**TOTAL		1,824.94
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	07 PLAYGROUND AND RECREATION	GRAND TOTAL	1,824.94
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VENDOR #	NAME	DEPT.	AMOUNT
21 SEWER OPERATION & MAINTENANCE			
	SEWER LINES		
HO034	HOME DEPOT CREDIT SERVICES	21-77	100.40
	**TOTAL SEWER LINES		100.40
	SEWER PLANT		
4902	AT & T	21-78	163.52
551	ILLINOIS AMERICAN WATER	21-78	2,132.57
	**TOTAL SEWER PLANT		2,296.09
21 SEWER OPERATION & MAINTENANCE		GRAND TOTAL	2,396.49
GRAND TOTAL FOR ALL FUNDS:			34,999.14
TOTAL FOR REGULAR CHECKS:			31,374.49
TOTAL FOR DIRECT PAY VENDORS:			3,624.65

VENDOR #	NAME	DEPT.	AMOUNT
01 GENERAL FUND			
659	LIBRARY FUND	01-00	24,335.34
7473	ST CLAIR COUNTY TRUSTEE-PAYMENT A	01-00	795.00
EC007	ECKERT'S COUNTRY STORE AND FARMS	01-00	2,436.89
GE038	GENERAL & COMMUNITY ASSISTANCE FU	01-00	23,949.63
OF010	O'FALLON HARDWARE, LLC, NP PROPER	01-00	2,806.95
SO050	SONOMA CAP RE FUND II, LLC	01-00	1,218.27
UM001	UMB BANK - CORPORATE TRUST	01-00	168,987.15
**TOTAL			224,529.23
ADMINISTRATION			
3119	COMPUTYPE IT SOLUTIONS	01-50	730.45
4902	AT & T	01-50	169.00
5473	ST CLAIR COUNTY COLLECTOR	01-50	13,260.20
AT028	AT&T	01-50	44.99
CD003	SHRED-IT USA LLC	01-50	275.46
CH030	CHARTER COMMUNICATIONS	01-50	270.09
CO139	CONSTELLATION NEW ENERGY, INC	01-50	8,150.67
GR093	GRAYBAR FINANCIAL SERVICES	01-50	3,098.22
MC118	MCCLATCHY COMPANY LLC	01-50	142.08
ON016	ONSOLVE, LLC	01-50	13,046.25
SP053	SPECTRUM VOIP	01-50	15.32
UM001	UMB BANK - CORPORATE TRUST	01-50	11,648.58
**TOTAL ADMINISTRATION			50,851.31
POLICE DEPARTMENT			
2245	ILLINOIS DEPT OF EMPLOYMENT SECUR	01-51	4,000.00
365	WIRELESS USA	01-51	1,123.50
3728	DOBBS AUTO CENTERS, INC.	01-51	852.52
4932	SECRETARY OF STATE INDEX DEPARTME	01-51	40.00
515	HOME-BRITE ACE HARDWARE	01-51	21.54
5205	PASS SECURITY	01-51	75.00
5882	TOWN HALL SPORTS	01-51	330.00
6122	VERIZON WIRELESS	01-51	1,800.79
850	REJIS COMMISSION	01-51	373.75
903	W A SCHICKEDANZ AGENCY, INC.	01-51	120.00
926	SECRETARY OF STATE	01-51	302.00
BU079	BUSEY BANK	01-51	2,312.96
CH030	CHARTER COMMUNICATIONS	01-51	212.18
DE015	DELL MARKETING L.P.	01-51	601.96
FA002	FASTENAL COMPANY	01-51	47.00
FA026	FACTORY MOTOR PARTS CO	01-51	693.05
GU026	GUARDIAN ALLIANCE TECHNOLOGIES, I	01-51	102.00
HA006	HARDEE'S RESTAURANT INC	01-51	158.76
HU069	HUELS OIL COMPANY	01-51	5,453.90
JE025	JEWELL PSYCHOLOGICAL SERVICES, LL	01-51	1,100.00
ME060	MEINEKE CAR CENTER	01-51	487.74
MO104	MORTLAND'S SUPERIOR PRODUCTS, INC	01-51	128.10
OF004	OFFICE DEPOT	01-51	147.78

VENDOR #	NAME	DEPT.	AMOUNT
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01 GENERAL FUND

POLICE DEPARTMENT

OR001	O'REILLY AUTO PARTS	01-51	35.81
UN027	UNIFIRST CORPORATION	01-51	22.88
WE022	WEIR WHOLESALE PARTS, LLC	01-51	671.82

**TOTAL POLICE DEPARTMENT 21,215.04

FIRE DEPARTMENT

1117	WEISSENBORN BOAT & LAWN EQUIPMENT	01-52	54.00
182	BANNER FIRE EQUIPMENT INC	01-52	2,646.72
3445	DAVE SCHMIDT TRUCK SERVICE	01-52	2,684.35
4902	AT & T	01-52	119.12
726	CLEAN UNIFORM COMPANY	01-52	171.58
BU079	BUSEY BANK	01-52	1,427.90
CD003	SHRED-IT USA LLC	01-52	52.09
CH030	CHARTER COMMUNICATIONS	01-52	309.96
FA017	FABRIZIO, JEFFREY	01-52	337.96
GA011	GARNICA, JESSE	01-52	183.07
HI004	HIGGINS, THEODORE	01-52	75.00
HU069	HUELS OIL COMPANY	01-52	554.25
MI038	MINOR, MICHAEL	01-52	450.50
OF004	OFFICE DEPOT	01-52	22.38
OR001	O'REILLY AUTO PARTS	01-52	35.57
UN038	UNIVERSITY OF ILLINOIS	01-52	700.00

**TOTAL FIRE DEPARTMENT 9,824.45

STREETS

3445	DAVE SCHMIDT TRUCK SERVICE	01-53	213.38
413	ERB TURF EQUIPMENT, INC.	01-53	79.98
4902	AT & T	01-53	56.33
515	HOME-BRITE ACE HARDWARE	01-53	2.39
BI028	BI-COUNTY SMALL ENGINE CENTER	01-53	300.00
BU017	BUSSEN, TED	01-53	75.26
BU079	BUSEY BANK	01-53	1,357.34
CD003	SHRED-IT USA LLC	01-53	5.35
CH030	CHARTER COMMUNICATIONS	01-53	179.26
HU069	HUELS OIL COMPANY	01-53	861.76
IL042	ILLINOIS DEPARTMENT OF AGRICULTURE	01-53	60.00
IN051	INDUSTRIAL HYDRAULIC SERVICE	01-53	1,793.00
LA015	LAWSON PRODUCTS INC	01-53	3.81
LU004	LUBY EQUIPMENT SERVICES	01-53	324.80
OR001	O'REILLY AUTO PARTS	01-53	214.61
UN027	UNIFIRST CORPORATION	01-53	330.04

**TOTAL STREETS 5,857.31

PARKS DEPARTMENT

214	BELLEVILLE SUPPLY COMPANY	01-54	356.80
277	CAMPER EXCHANGE, INC.	01-54	83.66

VENDOR #	NAME	DEPT.	AMOUNT
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01 GENERAL FUND

PARKS DEPARTMENT

378	DINTELMANN NURSERY & GARDEN CTR,	01-54	62.98
393	DUTCH HOLLOW JANITORIAL SUPPLIES	01-54	269.90
413	ERB TURF EQUIPMENT, INC.	01-54	25.80
4902	AT & T	01-54	55.02
515	HOME-BRITE ACE HARDWARE	01-54	20.96
5205	PASS SECURITY	01-54	1,320.00
551	ILLINOIS AMERICAN WATER	01-54	2,487.06
834	QUALITY RENTAL CENTER	01-54	17.99
BU079	BUSEY BANK	01-54	100.72
CO139	CONSTELLATION NEW ENERGY, INC	01-54	2,026.83
CU017	CULLIGAN/SCHAEFER WATER CENTERS	01-54	31.00
GE011	GEISSLER, RICH	01-54	124.25
HU069	HUELS OIL COMPANY	01-54	1,460.81
IL042	ILLINOIS DEPARTMENT OF AGRICULTUR	01-54	45.00
OR001	O'REILLY AUTO PARTS	01-54	237.98
ST009	ST CLAIR SERVICE COMPANY	01-54	142.00
TE006	TECH ELECTRONICS	01-54	324.00
UN027	UNIFIRST CORPORATION	01-54	382.22

**TOTAL PARKS DEPARTMENT 9,574.98

CEMETERY DEPARTMENT

267	BUILDING PRODUCTS CORP.	01-55	120.10
500	HARTMANN FARM SUPPLY	01-55	263.32
515	HOME-BRITE ACE HARDWARE	01-55	110.34
BU079	BUSEY BANK	01-55	175.92
HU069	HUELS OIL COMPANY	01-55	1,159.17
ST009	ST CLAIR SERVICE COMPANY	01-55	120.00
UN027	UNIFIRST CORPORATION	01-55	77.18

**TOTAL CEMETERY DEPARTMENT 2,026.03

HEALTH & SANITATION

2245	ILLINOIS DEPT OF EMPLOYMENT SECUR	01-56	745.00
272	BUSTER'S TIRE MART	01-56	7,618.16
3445	DAVE SCHMIDT TRUCK SERVICE	01-56	7,476.13
4902	AT & T	01-56	112.67
515	HOME-BRITE ACE HARDWARE	01-56	7.45
6311	MILAM RECYCLING & DISPOSAL FACILI	01-56	335.11
CD003	SHRED-IT USA LLC	01-56	52.09
CO073	COTTONWOOD HILLS RDF	01-56	42,742.71
ED031	EDWARDS INTERIORS OF BELLEVILLE	01-56	175.00
HU069	HUELS OIL COMPANY	01-56	5,842.74
MA179	MALLORY SAFETY AND SUPPLY LLC	01-56	94.09
MI091	MINTON OUTDOOR SERVICES INC	01-56	11,203.19
ST043	ST LOUIS COMPOSTING INC	01-56	6,650.00
UN027	UNIFIRST CORPORATION	01-56	205.52

**TOTAL HEALTH & SANITATION 83,259.86

VENDOR #	NAME	DEPT.	AMOUNT
01 GENERAL FUND			
HEALTH & SANITATION			
RCDS - BUILDING & ZONING DIVISIO			
989	STEIN AUTOMOTIVE. INC	01-61	51.48
HU069	HUELS OIL COMPANY	01-61	337.89
RI046	SIKORSKI SIGNS	01-61	720.00
**TOTAL RCDS - BUILDING & ZONING DIVISIO			1,109.37
RCDS - ECONOMIC DEVELOPMENT & PL			
MC118	MCCLATCHY COMPANY LLC	01-62	479.52
**TOTAL RCDS - ECONOMIC DEVELOPMENT & PL			479.52
MAYOR			
BU079	BUSEY BANK	01-82	32.99
OF004	OFFICE DEPOT	01-82	8.54
**TOTAL MAYOR			41.53
HUMAN RESCOURCES/COMMUNITY DEV			
402	EGYPTIAN WORKSPACE PARTNERS	01-84	63.94
CD003	SHRED-IT USA LLC	01-84	54.41
ME086	MEDEXPRESS URGENT CARE ILLINOIS	01-84	354.00
**TOTAL HUMAN RESCOURCES/COMMUNITY DEV			472.35
TREASURER			
402	EGYPTIAN WORKSPACE PARTNERS	01-86	22.90
4932	SECRETARY OF STATE INDEX DEPARTME	01-86	10.00
903	W A SCHICKEDANZ AGENCY, INC.	01-86	30.00
OF004	OFFICE DEPOT	01-86	157.49
**TOTAL TREASURER			220.39
MAINTENANCE			
214	BELLEVILLE SUPPLY COMPANY	01-87	27.12
393	DUTCH HOLLOW JANITORIAL SUPPLIES	01-87	7,425.40
4356	HONEYWELL INTERNATIONAL INC	01-87	5,428.04
515	HOME-BRITE ACE HARDWARE	01-87	335.35
5205	PASS SECURITY	01-87	123.00
661	LIESE LUMBER CO., INC.	01-87	114.40
726	CLEAN UNIFORM COMPANY	01-87	131.86
7313	BRAUER SUPPLY CO	01-87	45.48
CL019	C & L BACKHOE	01-87	200.00
EY002	EYE ON DESIGN	01-87	60.00
FR014	FROST ELECTRIC SUPPLY CO	01-87	105.72
HU069	HUELS OIL COMPANY	01-87	110.71
WE023	WEINLAND REFRIGERATION	01-87	343.50
**TOTAL MAINTENANCE			14,450.58

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VENDOR #	NAME	DEPT.	AMOUNT
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01 GENERAL FUND

MAINTENANCE
ENGINEERING

AB006	ABSOPURE WATER CO	01-88	38.80
HU069	HUELS OIL COMPANY	01-88	59.12
	**TOTAL ENGINEERING		97.92

01 GENERAL FUND

GRAND TOTAL 424,009.87

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VENDOR #	NAME	DEPT.	AMOUNT
=====			
04	LIBRARY		
551	ILLINOIS AMERICAN WATER	04-00	68.20
CH030	CHARTER COMMUNICATIONS	04-00	254.97
CO139	CONSTELLATION NEW ENERGY, INC	04-00	700.45
	**TOTAL		----- 1,023.62
04	LIBRARY	GRAND TOTAL	1,023.62

VENDOR #	NAME	DEPT.	AMOUNT
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07 PLAYGROUND AND RECREATION

176	BARCOM SECURITY	07-00	581.75
2244	SWITZER FOOD & SUPPLIES	07-00	242.15
3119	COMPUTYPE IT SOLUTIONS	07-00	30.00
4902	AT & T	07-00	107.08
961	SOUTHWEST ILLINOIS ASSN. OF UMPIR	07-00	4,750.00
AM036	AMERICAN BOTTLING	07-00	274.60
BR127	BRANNAM, SCOTT	07-00	536.00
BU079	BUSEY BANK	07-00	3,762.39
CH075	CHUCK E CHEESE	07-00	550.00
CO139	CONSTELLATION NEW ENERGY, INC	07-00	204.33
CO195	COLLINSVILLE AQUA PARK	07-00	275.00
CR045	CROSS, DIANE	07-00	225.00
CR066	CRANE, NATHAN	07-00	500.00
DA072	DAHM & SCHELL, INC	07-00	556.00
GR037	GRANT, MARY ROSE	07-00	490.40
GR093	GRAYBAR FINANCIAL SERVICES	07-00	36.68
HY006	HYLLA, DAVID	07-00	400.00
JO085	JOHNSON, BARB	07-00	400.00
KO031	KOMOROMI, FRANK	07-00	400.00
OG002	OGDEN JR, BILL	07-00	400.00
PO040	PORTZ, GEORGE	07-00	400.00
RA051	RAINBOW RANCH	07-00	550.00
SC161	SCANNELL, WAYNE	07-00	400.00
TE039	TEAGUE, DARRELL	07-00	536.00
UN029	UNGER, ANNA	07-00	400.00
WH058	WHITE TOP INC	07-00	1,100.00
ZA002	ZAMORA, MELISSA	07-00	108.00

**TOTAL			18,215.38
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07 PLAYGROUND AND RECREATION	GRAND TOTAL		18,215.38
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VENDOR #	NAME	DEPT.	AMOUNT
=====			
12	GENERAL & COMMUNITY ASSISTANCE		
BU079	BUSEY BANK	12-00	160.00
CD003	SHRED-IT USA LLC	12-00	5.35
CU017	CULLIGAN/SCHAEFER WATER CENTERS	12-00	30.25
GR093	GRAYBAR FINANCIAL SERVICES	12-00	55.02
ST198	ST VINCENT DE PAUL	12-00	35,000.00
	**TOTAL		35,250.62

12	GENERAL & COMMUNITY ASSISTANCE	GRAND TOTAL	35,250.62

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VENDOR #	NAME	DEPT.	AMOUNT
13 MOTOR FUEL TAX FUND			
2595	WISSEHR ELECTRIC, INC.	13-00	243.76
5460	SHILOH VALLEY TOWNSHIP ROAD DISTR	13-00	632.50
KA009	KASKASKIA ENGINEERING GROUP LLC	13-00	21,177.17
	**TOTAL		22,053.43
	13 MOTOR FUEL TAX FUND	GRAND TOTAL	22,053.43

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VENDOR #	NAME	DEPT.	AMOUNT
=====			
15	TORT LIABILITY FUND		
6356	MEDSTAR AMBULANCE, INC.	15-00	75.00
AL056	ALLIANT INSURANCE SERVICES	15-00	29.00
BE013	BECKER, HOERNER & YSURSA P.C.	15-00	588.00
EL001	ELECTRICO, INC.	15-00	27,539.36
KE000	KELSO AUTO BODY, INC.	15-00	38.55
ME089	MESIROW INSURANCE SERVICES, INC.	15-00	282.00
	**TOTAL		----- 28,551.91
15	TORT LIABILITY FUND	GRAND TOTAL	28,551.91

SYS DATE:06/16/21

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

SYS TIME:16:24

DATE: 06/21/21

Monday June 21,2021

[NCS]

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VENDOR #	NAME	DEPT.	AMOUNT
18	WALNUT HILL FUTURE CARE FUND		
486	HANK'S EXCAVATING & LANDSCAPING, 18-00		15,900.00
	**TOTAL		15,900.00
	18 WALNUT HILL FUTURE CARE FUND	GRAND TOTAL	15,900.00

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

21 SEWER OPERATION & MAINTENANCE

SEWER COLLECTION

1252	LOCIS	21-75	165.00
402	EGYPTIAN WORKSPACE PARTNERS	21-75	22.89
AM007	AMERICAN WATER	21-75	8,048.44
OF004	OFFICE DEPOT	21-75	183.49
PA076	PAYMENT SERVICE NETWORK, INC	21-75	224.25
PO000	U.S. POSTAL SERVICE	21-75	596.00
ST013	STOOKEY TOWNSHIP	21-75	18,095.41

**TOTAL SEWER COLLECTION 27,335.48

SEWER LINES

1191	SMITH, RANDY	21-77	173.35
371	DEVAN AUTOMOTIVE SERVICE	21-77	1,092.87
413	ERB TURF EQUIPMENT, INC.	21-77	10.15
515	HOME-BRITE ACE HARDWARE	21-77	75.26
7591	USA BLUEBOOK	21-77	247.92
HU069	HUELS OIL COMPANY	21-77	723.11
OR001	O'REILLY AUTO PARTS	21-77	66.70
UN027	UNIFIRST CORPORATION	21-77	216.10
VE023	VERIZON CONNECT NWF, INC.	21-77	194.28

**TOTAL SEWER LINES 2,799.74

SEWER PLANT

214	BELLEVILLE SUPPLY COMPANY	21-78	164.32
2435	GATEWAY INDUSTRIAL POWER	21-78	477.00
272	BUSTER'S TIRE MART	21-78	684.10
371	DEVAN AUTOMOTIVE SERVICE	21-78	284.42
393	DUTCH HOLLOW JANITORIAL SUPPLIES	21-78	442.09
413	ERB TURF EQUIPMENT, INC.	21-78	36.67
4902	AT & T	21-78	327.05
515	HOME-BRITE ACE HARDWARE	21-78	77.92
5205	PASS SECURITY	21-78	2,715.00
551	ILLINOIS AMERICAN WATER	21-78	444.37
575	ILLINOIS MUNICIPAL LEAGUE	21-78	30.00
6194	ILLINOIS ELECTRIC WORKS	21-78	3,370.63
7591	USA BLUEBOOK	21-78	188.01
7850	HYDRO-KINETICS CORP	21-78	3,894.00
8056	SPRINT	21-78	22.69
CD003	SHRED-IT USA LLC	21-78	52.09
CO139	CONSTELLATION NEW ENERGY, INC	21-78	29,382.61
EL013	ELECTRIC CONTROLS CO	21-78	330.00
GR093	GRAYBAR FINANCIAL SERVICES	21-78	220.08
HA143	HAWKINS, INC	21-78	1,759.20
HU069	HUELS OIL COMPANY	21-78	2,122.57
ME086	MEDEXPRESS URGENT CARE ILLINOIS P	21-78	155.00
NU001	NUSCO	21-78	8,280.00
SI024	EVOQUA WATER TECHNOLOGIES LLC	21-78	600.00
ST009	ST CLAIR SERVICE COMPANY	21-78	120.30

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VENDOR #	NAME	DEPT.	AMOUNT
21 SEWER OPERATION & MAINTENANCE			
	SEWER PLANT		
UN027	UNIFIRST CORPORATION	21-78	140.49
VA001	VANDEVANTER ENGINEERING	21-78	5,965.00
	**TOTAL SEWER PLANT		62,212.27
21 SEWER OPERATION & MAINTENANCE		GRAND TOTAL	92,347.49

SYS DATE:06/16/21

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VENDOR #	NAME	DEPT.	AMOUNT
=====			
24	SEWER CONSTRUCTION FUND		
GO028	GONZALEZ COMPANIES, LLC	24-00	4,185.00
	**TOTAL		----- 4,185.00
	24 SEWER CONSTRUCTION FUND	GRAND TOTAL	4,185.00

SYS DATE:06/16/21

CITY OF BELLEVILLE
C L A I M S H E E T
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VENDOR #	NAME	DEPT.	AMOUNT
30	SPECIAL SERVICE AREA		
CO139	CONSTELLATION NEW ENERGY, INC	30-00	219.65
	**TOTAL		219.65
	30 SPECIAL SERVICE AREA	GRAND TOTAL	219.65

SYS DATE:06/16/21

CITY OF BELLEVILLE
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SYS TIME:16:24

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VENDOR #	NAME	DEPT.	AMOUNT
38	TIF 3 (CITY OF BELLEVILLE)		
486	HANK'S EXCAVATING & LANDSCAPING,	38-00	35,958.55
	**TOTAL		35,958.55
	38 TIF 3 (CITY OF BELLEVILLE)	GRAND TOTAL	35,958.55
	GRAND TOTAL FOR ALL FUNDS:		677,715.52
	TOTAL FOR REGULAR CHECKS:		606,050.75
	TOTAL FOR DIRECT PAY VENDORS:		71,664.77

SYS DATE:06/17/21

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

SYS TIME:14:33

DATE: 06/21/21

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VENDOR #	NAME	DEPT.	AMOUNT
=====			
64	2020 REFUNDING BONDS I & S		
BO071	BOKF, N.A.	64-00	42,321.25
	**TOTAL		42,321.25
	64 2020 REFUNDING BONDS I & S	GRAND TOTAL	42,321.25
	GRAND TOTAL FOR ALL FUNDS:		42,321.25
	TOTAL FOR REGULAR CHECKS:		42,321.25

PAYROLL BREAKDOWN AS PER G/L DISTRIBUTION REPORT

PAYROLL DATE: June 18, 2021

01 50	ADMINISTRATION	<u>\$14,582.66</u>
01 51	POLICE	<u>\$263,094.31</u>
01 52	FIRE	<u>\$215,713.72</u>
01 53	STREET	<u>\$40,652.13</u>
01 54	PARKS	<u>\$24,584.09</u>
01 55	CEMETERY	<u>\$9,510.10</u>
01 56	SANITATION	<u>\$37,677.48</u>
01 60	LEGAL	<u>\$7,355.01</u>
01 61	HOUSING DEPARTMENT	<u>\$22,693.20</u>
01 62	ECONOMIC DEVELOPMENT & PLANNING	<u>\$5,912.83</u>
01 82	MAYOR	<u>\$7,435.46</u>
01 83	FINANCE	<u>\$7,110.91</u>
01 84	HUMAN RESOURCE	<u>\$7,787.16</u>
01 85	CLERK	<u>\$7,741.84</u>
01 86	TREASURER	<u>\$3,128.05</u>
01 87	MAINTENANCE	<u>\$15,498.19</u>
01 88	ENGINEER	<u>\$13,539.75</u>
	TOTAL GENERAL FUND	<u>\$704,016.89</u>
4	LIBRARY	<u>\$29,312.05</u>
7	RECREATION	<u>\$14,251.38</u>
12	G & C ASSISTANCE	<u>\$3,563.92</u>
21 75	SEWER COLLECTIONS	<u>\$7,076.38</u>
21 77	SEWER LINES	<u>\$15,422.03</u>
21 78	SEWER PLANT	<u>\$47,177.61</u>
	TOTAL SEWER DEPARTMENT	<u>\$69,676.02</u>
	Employers' Portion of FICA (06-00-21500) CR	<u>\$34,021.09</u>
	*****TOTAL PAYROLL	<u>\$854,841.35</u>

ZONING BOARD OF APPEALS, CITY OF BELLEVILLE, ILLINOIS

ADVISORY REPORT

Application for Amendment: Belleville Mural Project

Application Filed: 03/16/2021

24-APR21 – Belleville Mural Project: Request for a Sign Installation Permit for the Area of Special Control for a mural at 510 West Main Street (08-21.0-441-001) located in a "C-2" Heavy Commercial District. (Applicable section of the zoning code:155.052, 155.053) Ward 5

Present Zoning: C-2 Heavy Commercial District

Meeting Held: 03/25/2021

Publication in News Democrat: 04/07/2021

Supporters: None

Objectors: None

Additional public comments: None

Aldermen Present: None

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

(A) Relationship of the graphic to the building or premises, particularly in terms of scale. In no case shall a graphic cover or interrupt major architectural details such as columns, friezes, and door and window heads.

(B) Similarity or dissimilarity of the graphic's size and shape to that of other graphics in the area.

(C) Compatibility of the type of illumination (if any) with the "period look" to be achieved. For example, neon tube lighting except in very unusual cases would not be compatible with a "Gay 90's period" look.

(D) Compatibility of the materials used in constructing the graphic with the materials of other graphics in the area. For example, an aluminum graphic might not be compatible with a wooden graphic.

(E) Compatibility of the graphic's mode of erection with that of other graphics in the area. For example, a free-standing graphic would likely be a jarring note if the vast majority of the other graphics were flush-mounted.

(F) Any other reasonable criteria which the Board may devise, subject to the approval of the City Council

24-APR21: A motion was made to APPROVE by Rebecca Boyer. It was seconded by Don Rockwell. Steve Zimmerman, Don Rockwell, Rebecca Boyer and Dan Nollman voted in the affirmative. Tim Price voted nay. The motion carried 4-1.

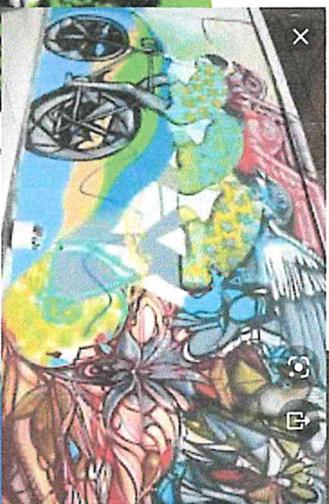
*IT IS THEREFORE the recommendation of the Zoning Board of Appeals that the requested Sign Installation Permit for the Area of Special Control be **GRANTED BY A MAJORITY VOTE OF 4-1.***

Director

Date

24-APR-21

Parks & Rec Building "MEET ME AT THE MURAL"



Encouraging group bike rides on the bike trail



BELLEVILLE FIRE DEPARTMENT

1125 South Illinois Street, Belleville, IL 62220

Phone (618) 234-2236 Fax (618) 277-0105

fire@belleville.net



FIRE SAFETY CONSTRUCTION PERMIT FEE SCHEDULE

Life Safety Plan Review Fee:	\$50.00 review and processing fee for the first \$10,000.00 of construction cost, plus an additional \$1.00 for each one thousand (\$1,000.00) dollars or portions there of above the first ten thousand (\$10,000.00) of construction cost. Such fees shall include inspections throughout and anytime during construction, including but not limited to: <ol style="list-style-type: none">1) Temporary stocking or temporary occupancy2) Final inspection and occupancy permit
Site Plan Review:	\$50.00 permit fee. No charge for review of re-submittal or site visit.
Kitchen Hood Suppression:	\$50.00 permit fee for any new systems, modifications, or upgrades of existing systems. This includes plan review, rough-in of hood, duct & wrap, clean-outs, fuel interlocks, and <u>one (1) witness of</u> a full wet function test.
Clean-Agent Fire Suppression:	\$50.00 permit fee for plan review, and \$2.00 per one thousand (\$1,000.00) of system cost. This fee applies to any new systems, modifications, or upgrades of existing systems.
Fire Sprinkler, Pump, Standpipe:	\$50.00 permit fee for plan review, and \$2.00 per one thousand (\$1,000.00) of sprinkler system cost. This fee applies to any new systems, modifications or upgrades of existing systems, and includes the following inspections: <ol style="list-style-type: none">1) Rough-In of piping before ceiling installation2) Hydrostatic test of piping3) Final and alarm flow test
Underground Fire Lines:	\$50.00 permit fee for plan review, and includes the following inspections: <ol style="list-style-type: none">1) Rough-In of piping and thrust-blocks.2) Hydrostatic test <u>with pipe covered and joints exposed.</u>3) Witnessed flush (contractor to provide and secure burlap bag to catch debris), at flow rates as stated per NFPA 24.
Fire Alarms:	\$50.00 permit fee for plan review, and \$3.00 per one thousand (\$1,000.00) of alarm system cost. This fee applies to any new systems, modifications or upgrades of existing systems, and includes the following inspections: <ol style="list-style-type: none">1) Rough-In of alarm <u>devices and wiring</u>, prior to ceiling cover-up2) Acceptance test <u>of system and</u> devices
All Other Permits:	\$50.00 permit fee for plan review, and \$3.00 per one thousand (\$1,000.00) of project cost for Flammable Liquid, Hazardous Materials, <u>Bulk Tank CO2 Storage</u> , Compressed Gasses, LPG, Battery/Solar/Wind, Large Tent/Canopy, and all other systems, installations, or modifications.
Re-inspection Fees:	Any failed test or inspection, which requires <u>additional</u> visits, will be subject to an additional \$50.00 fee per visit that must be paid prior to occupancy.
<u>Failure to Permit:</u>	<u>Work performed without a permit shall be subject to fees of 200% of the calculated rate.</u> (parallel with building and electrical permits)
<u>Expedited Review Fee:</u>	<u>Priority review services require a \$250 application fee, payable at time of submission, plus expedited plan review fees of 150% of the calculated rate, prior to issuance of comments & permits.</u>

Outfront Media Lease #10514, 10600 W. Main St., 300' E/O HWY 157

Currently paying \$600 annually, October 1, 2021 renewal date

Offering \$800 years 1-5, \$900 years 6-10, \$1,000 years 11-15, \$1,100 years 16-20

Total for term- \$19,000

Outfront Media Lease #907122, HWY 15, .9 MI E/O HWY 159, North Side

Currently paying \$2,100 annually, May 1, 2021 renewal date

Offering \$1,600 years 1-10, \$1,700 years 11-20

Total for term- \$33,000

Outfront Media Lease #907235, HWY 15, .5 MI E/O HWY 159, North Side

Currently paying \$2,100 annually, May 1, 2021 renewal date

Offering \$2,200 years 1-10, \$2,300 years 11-20

Total for term- \$45,000

Outfront Media Lease #907236

Currently paying \$2,100 annually, May 1 2021 renewal date

Offering \$2,300 years 1-5, \$2,500 years 6-10, \$2,700 years 11-15, \$2,900 years 16-20

Total for term- \$52,000

If looking at these as a package deal, you will make \$11,000 more in rent than what you are receiving now.



DATE: May 18, 2021
SIZE: 10'5" x 22'8"
REP NAME: Paul Goessling

LEASE NO. 010514 DIV. 01481
VENDOR NO. 8783
PANEL NO. 1862;1863
LOCATOR NO: 02260424010

SIGN LOCATION LEASE

1. **City of Belleville, IL** (hereinafter called LESSOR(S), hereby leases and grants exclusively to **OUTFRONT Media LLC** (hereinafter called LESSEE) the exclusive use of the "Leased Premises" (as hereinafter defined) consisting of a portion of the real property known as: **10600 W. Main St., 300' E/O HWY 157 S/S**, in the City of **Belleville**, in the County of **St. Clair**, State of **Illinois** (the "Property") (with free access over and across same) for the purpose of erecting, constructing, installing, placing, operating, maintaining, modifying, servicing, relocating, and removing LESSEE'S advertising sign(s) thereon, including supporting structures, illumination facilities and connections, back-up panels, service ladders and other appurtenances and ancillary equipment (the "Sign Structure(s)").
2. The "Leased Premises" shall consist of the area where the supporting structure of the sign structure(s) is/are affixed to the Property, the surrounding area and the airspace above same, as more particularly described on Exhibit A attached hereto and made a part hereof.
3. LESSOR grants to LESSEE and/or its agents the right to vehicular and pedestrian ingress and egress to and from the Sign Structure(s) over and across the Property and any other property owned or controlled by LESSOR for (i) all purposes reasonably necessary for the erection, construction, installation, placing, operating, maintaining, servicing, and removal of the Sign Structure(s), (ii) the right to provide or establish electrical power to the Sign Structure(s) (at LESSEE's sole expense), (iii) the right to place incidental and ancillary equipment thereon, (iv) the right to relocate the Sign Structure(s) to lawful site(s) satisfactory to LESSEE on LESSOR's Property if the maintenance of the Sign Structure(s) on the Leased Premises are proscribed by Federal, State or Local statute, ordinance or regulation.
4. The initial term of this Lease shall be for a period of **Twenty (20)** years commencing on **October 1, 2021**. This Lease shall be automatically renewed for successive one (1) year periods on the same terms and conditions as herein contained (each a "Renewal Term"), unless either party delivers written notice to the other party by certified or registered mail not less than ninety (90) days before the end of the term of this Lease then in effect expressing its intent not to renew the Lease. The initial term and any Renewal Term(s) are hereinafter collectively referred to as the "Term". Each full consecutive twelve (12) month period of the Term immediately following the Commencement Date is hereinafter referred to as a "Lease Year".
5. During the Term, LESSEE shall pay to LESSOR rent in the amount of: **Eight Hundred and 00/100 (\$800.00)** Dollars per Lease Year, which shall be payable in annual installments, beginning on the Commencement Date through year 5; **Nine Hundred and 00/100 (\$900.00)** Dollars per Lease Year for years 5 through 10; **One Thousand and 00/100 (\$1,000.00)** Dollars per Lease Year for years 11 through 15; **One Thousand One Hundred and 00/100 (\$1,100.00)** Dollars per Lease Year for years 16 through 20 (the "Rent"). Payment of Rent shall be limited to one (1) check per payment payable to no more than two (2) payees.
6. LESSOR warrants that LESSOR is the **owner** of the Property and has full authority to make this agreement and the LESSEE shall have the right to make any necessary applications with, and obtain permits from, governmental bodies for the construction, maintenance and removal of the Sign Structure(s) at the sole discretion of LESSEE. LESSOR shall sign any documentation that such governing bodies may require with respect to obtaining such permits, provided that LESSOR shall incur no costs in connection therewith.
7. LESSEE shall save the LESSOR harmless from all damage to persons or property by reason of accidents resulting from the negligent or willful acts of LESSEE's agents, employees or others employed in the erection, construction, installation, placing, operating, maintaining, servicing and removal of its Sign Structure(s) on the Leased Premises.
8. This agreement is a Lease (not a License). The existing Sign Structure(s) on the Leased Premises, and all sign(s), structure(s), improvements and appurtenances thereto placed on the Property hereafter by or for LESSEE, its agent or predecessor, and any and all permits related thereto shall at all times remain the property of LESSEE, and LESSEE shall have the right to remove the same at any time during the Term of the Lease (as the same may be extended) or, for a reasonable amount of time after the expiration or termination of the Lease (the "Removal Date"). At LESSEE's sole discretion, if LESSEE removes its Sign Structures(s), only the above grade portions of said Sign Structure(s) shall be removed. The future existence of below grade improvements shall not constitute continued occupancy of the Leased Premises by LESSEE. If upon the expiration of the Term (as the same may be extended) the parties hereto are engaged in good faith negotiation of the terms of a renewal lease, then LESSEE shall not be obligated to remove its Sign Structure(s) from the Leased Premises until thirty (30) days after the receipt of written notice from LESSOR expressly stating that LESSOR does not desire to continue such renewal negotiation.

Lessor Initials _____

Lessee Initials _____

OUTFRONT

9. In the event that all or any part of the Property is acquired or sought to be acquired by or for the benefit of any entity having or delegated the power of eminent domain, LESSEE shall, at its election and in its sole discretion, be entitled to: (i) contest the acquisition and defend against the taking of LESSEE's interest in the Property; (ii) reconstruct the Sign Structure(s) on any portion of the Property not being acquired, as reasonably approved by LESSOR; and (iii) recover damages to and compensation for the fair market value of its leasehold and Sign Structure(s) taken or impacted by the acquisition. No termination right set forth anywhere in this Lease may be exercised by LESSOR if the Property or any portion thereof is taken or threatened to be taken by eminent domain, or if the Property is conveyed or to be conveyed to or for the benefit of any entity having the power of eminent domain.
10. In the event that, in LESSEE's sole opinion; (a) LESSEE is unable to secure or maintain any required permit or license from any appropriate governmental authority; (b) federal, state or local statute, ordinance regulation or other governmental action precludes or materially limits use of the Leased Premises for outdoor advertising purposes; (c) LESSEE's Sign Structure(s) on the Leased Premises become entirely or partially obstructed or destroyed; (d) the view of LESSEE's Sign Structure(s) are obstructed or impaired in any way by any object or growth on the Property or on any neighboring property; (e) the advertising value of the Sign Structure(s) is impaired or diminished; (f) there occurs a diversion of traffic from, or a change in the direction of, traffic past the Sign Structure(s); (g) LESSEE is prevented from maintaining electrical power to the Leased Premises or illuminating its Sign Structure(s); (h) LESSEE finds that, in LESSEE's sole opinion, the continued maintenance/operation of the Sign Structure(s) is impractical or uneconomical due to engineering, architectural, construction or maintenance circumstances which will require structural improvements to LESSOR's Property; (i) maintenance will be hampered or made unsafe due to conditions caused by nearby properties, land uses, or utilities, then LESSEE shall, at its option, have the right to either reasonably abate the rent until the issues with "A" through "I" above are cured, and/or terminate this Lease upon thirty (30) days notice in writing to LESSOR(S) and LESSOR(S) shall refund to LESSEE any rental payment paid in advance for the remainder of the un-expired Term.
11. LESSEE shall pay for all electric power consumed by the Sign Structure(s).
12. LESSOR shall not cause nor permit any outdoor advertising sign other than those in existence at the time of the execution of this Lease (if any), or those constructed by LESSEE pursuant to the terms hereof (or otherwise) to be placed on the Property or any Leased Premises owned or controlled by the LESSOR or his/her/its beneficiaries, if any, within a radius of one thousand feet (1000') from LESSEE's Sign Structure(s) without prior written consent from the LESSEE. It is the understanding of the parties that visibility of the Sign Structure(s) to the traveling public is the essence of this Lease. LESSOR shall not cause nor permit LESSEE'S Sign Structure(s) to be obscured from visibility to the traveling public. LESSOR grants LESSEE the rights to trim, cut or remove brush, trees, shrubs or any vegetation or remove any obstructions of any kind on the Property, or any other property owned or controlled by LESSOR, which limit the visibility of the Sign Structure(s).
13. LESSOR warrants that it owns the Property (including the Leased Premises) and has the authority to enter into this Lease and that if LESSEE shall pay the rent provided for herein, LESSEE shall and may peaceably and quietly have, hold and enjoy the use of the Leased Premises for the Term of this Lease. To this end, if at any time during the Term of this Lease LESSOR fails to pay any lien or encumbrance affecting the Leased Premises, including any past-due real estate, interest, and/or penalties thereto, and after receipt of LESSEE's written request to LESSOR to pay said sums, LESSOR fails to make such payment, LESSEE shall have the right, but not the obligation, to pay such amounts or any portion thereof. LESSEE may deduct any such payments and any additional related expenses including reasonable attorney's fees, with interest thereon at the interest rate applicable to judgements under state law per annum from the date of the payment, from the next succeeding installment(s) of rent until LESSEE has been fully reimbursed for such payments, interests and fees.
14. All Rent to be paid to LESSOR pursuant to this Lease and all notices to either of the parties hereto shall be forwarded to the respective party at the address noted below such parties' signature, or such other address set forth in a written notice by such party. Rental payments shall be deemed received by LESSOR upon deposit by LESSEE with the United States Postal Service. In the event that LESSOR shall send to LESSEE written notice requesting that Rent be forwarded to an address other than that listed below LESSOR'S signature, such new forwarding addresses shall not be effective until forty-five (45) days after LESSEE's receipt of such written notice from LESSOR.
15. This Lease shall not obligate the LESSEE in any way until it is accepted and executed by an authorized signatory of LESSEE who is responsible for executing LESSEE's duties under this Lease. It is understood that this written lease between parties constitutes the entire Lease and understanding between the parties and supersedes all prior representations, understandings, and agreements relating to the Leased Premises. This Lease may not be modified except in writing and signed by LESSOR and an authorized signatory of LESSEE.

Lessor Initials _____

Lessee Initials _____

OUTFRONT/

16. This Lease shall be binding upon heirs, executors, personal representatives, successors and assigns for the parties hereto and LESSOR agrees to notify LESSEE of any change of (i) ownership of the Property or the Leased Premises, or (ii) LESSOR's mailing address within seven (7) days of such change. LESSOR agrees to hold LESSEE harmless from any action resulting from failure to provide said notice. LESSOR shall not assign its interest under this Lease or any part thereof except to a party who purchases the underlying fee title to the Property. LESSEE shall not assign its interest under this Lease or any part thereof except to an entity that controls, is controlled by, or under common control with, LESSEE or to a party who purchases title to the subject Sign Structure(s). This section shall not preclude a collateral assignment of LESSOR's or LESSEE's interest under this Lease to an established financial institution as, and part of, a bona fide loan transaction.
17. LESSEE, at its sole option, shall have the right to add any ancillary use to its structure(s), including but not limited to routing necessary underground lines and telecommunications devices.
18. LESSEE shall have the right of first refusal for the period of one (1) year following termination of the Term of this lease (as the same may be renewed or extended), to enter into another lease with the LESSOR upon the same terms and conditions as offered to LESSOR by any other entity for the purpose of erecting, placing, and maintaining of an outdoor advertising Sign Structure(s) upon the Property.
19. LESSEE shall have the right of first refusal throughout the Term to enter into an agreement for the purchase of the subject Property, the Leased Premises, or any interest therein based upon the terms and conditions agreed to by LESSOR with any third party.
20. It is acknowledged by the parties that the rental payments herein are predicated on annual installments. Should the provisions of paragraph ten (10) become operative, or the Term of this Lease commences on some day other than the first of the month, all rental payments required hereunder shall be prorated based upon a thirty (30) day month.
21. In the event that either party is in default under the terms of this Lease, the non-defaulting party shall deliver written notice via the United States Postal Services by certified or registered return receipt mail to the defaulting party, and said party may cure such failure within fourteen (14) days of receipt of such notice provided that for any non-monetary default, if a cure cannot reasonably be effected in fourteen (14) days, the defaulting party may continue such cure past fourteen (14) days from notice provided it commences such cure within fourteen (14) days from notice and pursues such cure to completion.
22. Concurrently with the execution of this Lease, or at any other time upon request of the other, LESSOR and LESSEE shall execute, acknowledge, and deliver to the other a short form memorandum of this Lease for recording purposes. The Party requesting recordation shall be responsible for payment of any fees or taxes applicable thereto.
23. From time to time upon the written request of LESSEE, LESSOR shall have its lender(s) (if any), execute, acknowledge and deliver to LESSEE a subordination, non-disturbance and attornment agreement in a form reasonably acceptable to LESSEE. LESSOR and LESSEE shall countersign said agreement.
24. To the extent permitted by applicable law, LESSOR hereby waives any statutory right to a landlord's lien or any other lien on any property of LESSEE located on the Leased Premises.
25. The parties hereto have carefully reviewed this Lease and have agreed to each term set forth herein. No ambiguity is presumed to be construed against either party.

Lessor Initials _____

Lessee Initials _____

OUTFRONT

ADDENDUM ATTACHED? (As of the date of execution of this lease agreement).

LESSOR(S): YES NO Initial Here

LESSEE: YES NO Initial Here

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

FOR LESSOR(S):

City of Belleville, IL

Sewerage Oper Maint, 101 S. Illinois St.

Belleville, IL 62220

(618) 233-7146

Tax I.D. 99-9362080

FOR LESSEE:

OUTFRONT Media LLC

6767 N. Hanley Rd.

St. Louis, MO 63134

(314) 524-0800

(314) 524-5047

BY: _____

BY: _____

Title

Title

DATE: _____

DATE: _____

EXECUTED by the LESSOR in the presence of

EXECUTED by the LESSEE in the presence of

Who is hereby requested to sign as witness.

Who is hereby requested to sign as witness.

Lessor Initials _____

Lessee Initials _____

OUTFRONT/

Exhibit A

Approximately 30' X 15' at 10600 W. Main St., 300' E/O HWY 157



**OUTFRONT Media LLC
Multi-Beam Sign Structure**

Lessor Initials _____

Lessee Initials _____



DATE: May 18, 2021
SIZE: 10' x 25'
REP NAME: Paul Goessling

LEASE NO. 907122 DIV. 01481
VENDOR NO. 8783
PANEL NO. 597B
LOCATOR NO:

SIGN LOCATION LEASE

1. **City of Belleville, IL** (hereinafter called LESSOR(S), hereby leases and grants exclusively to **OUTFRONT Media LLC** (hereinafter called LESSEE) the exclusive use of the "Leased Premises" (as hereinafter defined) consisting of a portion of the real property known as: **HWY 15.9 MI E/O HWY 159 N/S**, in the City of **Belleville**, in the County of **St. Clair**, State of **Illinois** (the "Property") (with free access over and across same) for the purpose of erecting, constructing, installing, placing, operating, maintaining, modifying, servicing, relocating, and removing LESSEE'S advertising sign(s) thereon, including supporting structures, illumination facilities and connections, back-up panels, service ladders and other appurtenances and ancillary equipment (the "Sign Structure(s)").
2. The "Leased Premises" shall consist of the area where the supporting structure of the sign structure(s) is/are affixed to the Property, the surrounding area and the airspace above same, as more particularly described on Exhibit A attached hereto and made a part hereof.
3. LESSOR grants to LESSEE and/or its agents the right to vehicular and pedestrian ingress and egress to and from the Sign Structure(s) over and across the Property and any other property owned or controlled by LESSOR for (i) all purposes reasonably necessary for the erection, construction, installation, placing, operating, maintaining, servicing, and removal of the Sign Structure(s), (ii) the right to provide or establish electrical power to the Sign Structure(s) (at LESSEE's sole expense), (iii) the right to place incidental and ancillary equipment thereon, (iv) the right to relocate the Sign Structure(s) to lawful site(s) satisfactory to LESSEE on LESSOR's Property if the maintenance of the Sign Structure(s) on the Leased Premises are proscribed by Federal, State or Local statute, ordinance or regulation.
4. The initial term of this Lease shall be for a period of **Twenty (20)** years commencing on **May 1, 2022**. This Lease shall be automatically renewed for successive one (1) year periods on the same terms and conditions as herein contained (each a "Renewal Term"), unless either party delivers written notice to the other party by certified or registered mail not less than ninety (90) days before the end of the term of this Lease then in effect expressing its intent not to renew the Lease. The initial term and any Renewal Term(s) are hereinafter collectively referred to as the "Term". Each full consecutive twelve (12) month period of the Term immediately following the Commencement Date is hereinafter referred to as a "Lease Year".
5. During the Term, LESSEE shall pay to LESSOR rent in the amount of: **One Thousand Six Hundred and 00/100 (\$1,600.00)** Dollars per Lease Year, which shall be payable in annual installments, beginning on the Commencement Date through year 10; **One Thousand Seven Hundred and 00/100 (\$1,700.00)** Dollars per Lease Year for years 11 through 20 ("Rent"). Payment of Rent shall be limited to one (1) check per payment payable to no more than two (2) payees.
6. LESSOR warrants that LESSOR is the **owner** of the Property and has full authority to make this agreement and the LESSEE shall have the right to make any necessary applications with, and obtain permits from, governmental bodies for the construction, maintenance and removal of the Sign Structure(s) at the sole discretion of LESSEE. LESSOR shall sign any documentation that such governing bodies may require with respect to obtaining such permits, provided that LESSOR shall incur no costs in connection therewith.
7. LESSEE shall save the LESSOR harmless from all damage to persons or property by reason of accidents resulting from the negligent or willful acts of LESSEE's agents, employees or others employed in the erection, construction, installation, placing, operating, maintaining, servicing and removal of its Sign Structure(s) on the Leased Premises.
8. This agreement is a Lease (not a License). The existing Sign Structure(s) on the Leased Premises, and all sign(s), structure(s), improvements and appurtenances thereto placed on the Property hereafter by or for LESSEE, its agent or predecessor, and any and all permits related thereto shall at all times remain the property of LESSEE, and LESSEE shall have the right to remove the same at any time during the Term of the Lease (as the same may be extended) or, for a reasonable amount of time after the expiration or termination of the Lease (the "Removal Date"). At LESSEE's sole discretion, if LESSEE removes its Sign Structures(s), only the above grade portions of said Sign Structure(s) shall be removed. The future existence of below grade improvements shall not constitute continued occupancy of the Leased Premises by LESSEE. If upon the expiration of the Term (as the same may be extended) the parties hereto are engaged in good faith negotiation of the terms of a renewal lease, then LESSEE shall not be obligated to remove its Sign Structure(s) from the Leased Premises until thirty (30) days after the receipt of written notice from LESSOR expressly stating that LESSOR does not desire to continue such renewal negotiation.

Lessor Initials _____

Lessee Initials _____

OUTFRONT

9. In the event that all or any part of the Property is acquired or sought to be acquired by or for the benefit of any entity having or delegated the power of eminent domain, LESSEE shall, at its election and in its sole discretion, be entitled to: (i) contest the acquisition and defend against the taking of LESSEE's interest in the Property; (ii) reconstruct the Sign Structure(s) on any portion of the Property not being acquired, as reasonably approved by LESSOR; and (iii) recover damages to and compensation for the fair market value of its leasehold and Sign Structure(s) taken or impacted by the acquisition. No termination right set forth anywhere in this Lease may be exercised by LESSOR if the Property or any portion thereof is taken or threatened to be taken by eminent domain, or if the Property is conveyed or to be conveyed to or for the benefit of any entity having the power of eminent domain.
10. In the event that, in LESSEE's sole opinion; (a) LESSEE is unable to secure or maintain any required permit or license from any appropriate governmental authority; (b) federal, state or local statute, ordinance regulation or other governmental action precludes or materially limits use of the Leased Premises for outdoor advertising purposes; (c) LESSEE's Sign Structure(s) on the Leased Premises become entirely or partially obstructed or destroyed; (d) the view of LESSEE's Sign Structure(s) are obstructed or impaired in any way by any object or growth on the Property or on any neighboring property; (e) the advertising value of the Sign Structure(s) is impaired or diminished; (f) there occurs a diversion of traffic from, or a change in the direction of, traffic past the Sign Structure(s); (g) LESSEE is prevented from maintaining electrical power to the Leased Premises or illuminating its Sign Structure(s); (h) LESSEE finds that, in LESSEE's sole opinion, the continued maintenance/operation of the Sign Structure(s) is impractical or uneconomical due to engineering, architectural, construction or maintenance circumstances which will require structural improvements to LESSOR's Property; (i) maintenance will be hampered or made unsafe due to conditions caused by nearby properties, land uses, or utilities, then LESSEE shall, at its option, have the right to either reasonably abate the rent until the issues with "A" through "I" above are cured, and/or terminate this Lease upon thirty (30) days notice in writing to LESSOR(S) and LESSOR(S) shall refund to LESSEE any rental payment paid in advance for the remainder of the un-expired Term.
11. LESSEE shall pay for all electric power consumed by the Sign Structure(s).
12. LESSOR shall not cause nor permit any outdoor advertising sign other than those in existence at the time of the execution of this Lease (if any), or those constructed by LESSEE pursuant to the terms hereof (or otherwise) to be placed on the Property or any Leased Premises owned or controlled by the LESSOR or his/her/its beneficiaries, if any, within a radius of one thousand feet (1000') from LESSEE's Sign Structure(s) without prior written consent from the LESSEE. It is the understanding of the parties that visibility of the Sign Structure(s) to the traveling public is the essence of this Lease. LESSOR shall not cause nor permit LESSEE'S Sign Structure(s) to be obscured from visibility to the traveling public. LESSOR grants LESSEE the rights to trim, cut or remove brush, trees, shrubs or any vegetation or remove any obstructions of any kind on the Property, or any other property owned or controlled by LESSOR, which limit the visibility of the Sign Structure(s).
13. LESSOR warrants that it owns the Property (including the Leased Premises) and has the authority to enter into this Lease and that if LESSEE shall pay the rent provided for herein, LESSEE shall and may peaceably and quietly have, hold and enjoy the use of the Leased Premises for the Term of this Lease. To this end, if at any time during the Term of this Lease LESSOR fails to pay any lien or encumbrance affecting the Leased Premises, including any past-due real estate, interest, and/or penalties thereto, and after receipt of LESSEE's written request to LESSOR to pay said sums, LESSOR fails to make such payment, LESSEE shall have the right, but not the obligation, to pay such amounts or any portion thereof. LESSEE may deduct any such payments and any additional related expenses including reasonable attorney's fees, with interest thereon at the interest rate applicable to judgements under state law per annum from the date of the payment, from the next succeeding installment(s) of rent until LESSEE has been fully reimbursed for such payments, interests and fees.
14. All Rent to be paid to LESSOR pursuant to this Lease and all notices to either of the parties hereto shall be forwarded to the respective party at the address noted below such parties' signature, or such other address set forth in a written notice by such party. Rental payments shall be deemed received by LESSOR upon deposit by LESSEE with the United States Postal Service. In the event that LESSOR shall send to LESSEE written notice requesting that Rent be forwarded to an address other than that listed below LESSOR'S signature, such new forwarding addresses shall not be effective until forty-five (45) days after LESSEE's receipt of such written notice from LESSOR.
15. This Lease shall not obligate the LESSEE in any way until it is accepted and executed by an authorized signatory of LESSEE who is responsible for executing LESSEE's duties under this Lease. It is understood that this written lease between parties constitutes the entire Lease and understanding between the parties and supersedes all prior representations, understandings, and agreements relating to the Leased Premises. This Lease may not be modified except in writing and signed by LESSOR and an authorized signatory of LESSEE.

Lessor Initials _____

Lessee Initials _____

OUTFRONT

16. This Lease shall be binding upon heirs, executors, personal representatives, successors and assigns for the parties hereto and LESSOR agrees to notify LESSEE of any change of (i) ownership of the Property or the Leased Premises, or (ii) LESSOR's mailing address within seven (7) days of such change. LESSOR agrees to hold LESSEE harmless from any action resulting from failure to provide said notice. LESSOR shall not assign its interest under this Lease or any part thereof except to a party who purchases the underlying fee title to the Property. LESSEE shall not assign its interest under this Lease or any part thereof except to an entity that controls, is controlled by, or under common control with, LESSEE or to a party who purchases title to the subject Sign Structure(s). This section shall not preclude a collateral assignment of LESSOR's or LESSEE's interest under this Lease to an established financial institution as, and part of, a bona fide loan transaction.
17. LESSEE, at its sole option, shall have the right to add any ancillary use to its structure(s), including but not limited to routing necessary underground lines and telecommunications devices.
18. LESSEE shall have the right of first refusal for the period of one (1) year following termination of the Term of this lease (as the same may be renewed or extended), to enter into another lease with the LESSOR upon the same terms and conditions as offered to LESSOR by any other entity for the purpose of erecting, placing, and maintaining of an outdoor advertising Sign Structure(s) upon the Property.
19. LESSEE shall have the right of first refusal throughout the Term to enter into an agreement for the purchase of the subject Property, the Leased Premises, or any interest therein based upon the terms and conditions agreed to by LESSOR with any third party.
20. It is acknowledged by the parties that the rental payments herein are predicated on annual installments. Should the provisions of paragraph ten (10) become operative, or the Term of this Lease commences on some day other than the first of the month, all rental payments required hereunder shall be prorated based upon a thirty (30) day month.
21. In the event that either party is in default under the terms of this Lease, the non-defaulting party shall deliver written notice via the United States Postal Services by certified or registered return receipt mail to the defaulting party, and said party may cure such failure within fourteen (14) days of receipt of such notice provided that for any non-monetary default, if a cure cannot reasonably be effected in fourteen (14) days, the defaulting party may continue such cure past fourteen (14) days from notice provided it commences such cure within fourteen (14) days from notice and pursues such cure to completion.
22. Concurrently with the execution of this Lease, or at any other time upon request of the other, LESSOR and LESSEE shall execute, acknowledge, and deliver to the other a short form memorandum of this Lease for recording purposes. The Party requesting recordation shall be responsible for payment of any fees or taxes applicable thereto.
23. From time to time upon the written request of LESSEE, LESSOR shall have its lender(s) (if any), execute, acknowledge and deliver to LESSEE a subordination, non-disturbance and attornment agreement in a form reasonably acceptable to LESSEE. LESSOR and LESSEE shall countersign said agreement.
24. To the extent permitted by applicable law, LESSOR hereby waives any statutory right to a landlord's lien or any other lien on any property of LESSEE located on the Leased Premises.
25. The parties hereto have carefully reviewed this Lease and have agreed to each term set forth herein. No ambiguity is presumed to be construed against either party.

Lessor Initials_____

Lessee Initials_____

OUTFRONT

ADDENDUM ATTACHED? (As of the date of execution of this lease agreement).

LESSOR(S): YES NO Initial Here

LESSEE: YES NO Initial Here

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

FOR LESSOR(S):

City of Belleville, IL
Sewerage Oper Maint, 101 S. Illinois St.
Belleville, IL 62220
(618) 233-7146
Tax I.D. 99-9362080

FOR LESSEE:

OUTFRONT Media LLC
6767 N. Hanley Rd.
St. Louis, MO 63134
(314) 524-0800
(314) 524-5047

BY: _____

BY: _____

Title

Title

DATE: _____

DATE: _____

EXECUTED by the LESSOR in the presence of

EXECUTED by the LESSEE in the presence of

Who is hereby requested to sign as witness.

Who is hereby requested to sign as witness.

Lessor Initials _____

Lessee Initials _____

OUTFRONT/

Exhibit A

Approximately 40' X 20' at HWY 15 .9 MI E/O HWY 159 N/S



OUTFRONT Media LLC
Multi-Beam Sign Structure

Lessor Initials _____

Lessee Initials _____

OUTFRONT

DATE: March 15, 2019
SIZE: 10'5" x 22'8"
REP NAME: Paul Goessling

LEASE NO. 907235 DIV. 01481
VENDOR NO. 8783
PANEL NO. 4607
LOCATOR NO: 08340200026

SIGN LOCATION LEASE

1. **City of Belleville, IL** (hereinafter called LESSOR(S), hereby leases and grants exclusively to **OUTFRONT Media LLC** (hereinafter called LESSEE) the exclusive use of the "Leased Premises" (as hereinafter defined) consisting of a portion of the real property known as: **HWY 15.5 MI E/O HWY 159 N/S**, in the City of **Belleville**, in the County of **St. Clair**, State of **Illinois** (the "Property") (with free access over and across same) for the purpose of erecting, constructing, installing, placing, operating, maintaining, modifying, servicing, relocating, and removing LESSEE'S advertising sign(s) thereon, including supporting structures, illumination facilities and connections, back-up panels, service ladders and other appurtenances and ancillary equipment (the "Sign Structure(s)").
2. The "Leased Premises" shall consist of the area where the supporting structure of the sign structure(s) is/are affixed to the Property, the surrounding area and the airspace above same, as more particularly described on Exhibit A attached hereto and made a part hereof.
3. LESSOR grants to LESSEE and/or its agents the right to vehicular and pedestrian ingress and egress to and from the Sign Structure(s) over and across the Property and any other property owned or controlled by LESSOR for (i) all purposes reasonably necessary for the erection, construction, installation, placing, operating, maintaining, servicing, and removal of the Sign Structure(s), (ii) the right to provide or establish electrical power to the Sign Structure(s) (at LESSEE'S sole expense), (iii) the right to place incidental and ancillary equipment thereon, (iv) the right to relocate the Sign Structure(s) to lawful site(s) satisfactory to LESSEE on LESSOR'S Property if the maintenance of the Sign Structure(s) on the Leased Premises are proscribed by Federal, State or Local statute, ordinance or regulation.
4. The initial term of this Lease shall be for a period of **Twenty (20)** years commencing on **May 1, 2022**. This Lease shall be automatically renewed for successive one (1) year periods on the same terms and conditions as herein contained (each a "Renewal Term"), unless either party delivers written notice to the other party by certified or registered mail not less than ninety (90) days before the end of the term of this Lease then in effect expressing its intent not to renew the Lease. The initial term and any Renewal Term(s) are hereinafter collectively referred to as the "Term". Each full consecutive twelve (12) month period of the Term immediately following the Commencement Date is hereinafter referred to as a "Lease Year".
5. During the Term, LESSEE shall pay to LESSOR rent in the amount of: **Two Thousand Two Hundred and 00/100 (\$2,200.00)** Dollars per Lease Year, which shall be payable in annual installments, beginning on the Commencement Date through year 10; **Two Thousand Three Hundred and 00/100 (\$2,300.00)** Dollars per Lease Year for years 11 through 20 (the "Rent"). Payment of Rent shall be limited to one (1) check per payment payable to no more than two (2) payees.
6. LESSOR warrants that LESSOR is the **owner** of the Property and has full authority to make this agreement and the LESSEE shall have the right to make any necessary applications with, and obtain permits from, governmental bodies for the construction, maintenance and removal of the Sign Structure(s) at the sole discretion of LESSEE. LESSOR shall sign any documentation that such governing bodies may require with respect to obtaining such permits, provided that LESSOR shall incur no costs in connection therewith.
7. LESSEE shall save the LESSOR harmless from all damage to persons or property by reason of accidents resulting from the negligent or willful acts of LESSEE'S agents, employees or others employed in the erection, construction, installation, placing, operating, maintaining, servicing and removal of its Sign Structure(s) on the Leased Premises.
8. This agreement is a Lease (not a License). The existing Sign Structure(s) on the Leased Premises, and all sign(s), structure(s), improvements and appurtenances thereto placed on the Property hereafter by or for LESSEE, its agent or predecessor, and any and all permits related thereto shall at all times remain the property of LESSEE, and LESSEE shall have the right to remove the same at any time during the Term of the Lease (as the same may be extended) or, for a reasonable amount of time after the expiration or termination of the Lease (the "Removal Date"). At LESSEE'S sole discretion, if LESSEE removes its Sign Structures(s), only the above grade portions of said Sign Structure(s) shall be removed. The future existence of below grade improvements shall not constitute continued occupancy of the Leased Premises by LESSEE. If upon the expiration of the Term (as the same may be extended) the parties hereto are engaged in good faith negotiation of the terms of a renewal lease, then LESSEE shall not be obligated to remove its Sign Structure(s) from the Leased Premises until thirty (30) days after the receipt of written notice from LESSOR expressly stating that LESSOR does not desire to continue such renewal negotiation.

Lessor Initials _____

Lessee Initials _____

OUTFRONT/

9. In the event that all or any part of the Property is acquired or sought to be acquired by or for the benefit of any entity having or delegated the power of eminent domain, LESSEE shall, at its election and in its sole discretion, be entitled to: (i) contest the acquisition and defend against the taking of LESSEE's interest in the Property; (ii) reconstruct the Sign Structure(s) on any portion of the Property not being acquired, as reasonably approved by LESSOR; and (iii) recover damages to and compensation for the fair market value of its leasehold and Sign Structure(s) taken or impacted by the acquisition. No termination right set forth anywhere in this Lease may be exercised by LESSOR if the Property or any portion thereof is taken or threatened to be taken by eminent domain, or if the Property is conveyed or to be conveyed to or for the benefit of any entity having the power of eminent domain.
10. In the event that, in LESSEE's sole opinion; (a) LESSEE is unable to secure or maintain any required permit or license from any appropriate governmental authority; (b) federal, state or local statute, ordinance regulation or other governmental action precludes or materially limits use of the Leased Premises for outdoor advertising purposes; (c) LESSEE's Sign Structure(s) on the Leased Premises become entirely or partially obstructed or destroyed; (d) the view of LESSEE's Sign Structure(s) are obstructed or impaired in any way by any object or growth on the Property or on any neighboring property; (e) the advertising value of the Sign Structure(s) is impaired or diminished; (f) there occurs a diversion of traffic from, or a change in the direction of, traffic past the Sign Structure(s); (g) LESSEE is prevented from maintaining electrical power to the Leased Premises or illuminating its Sign Structure(s); (h) LESSEE finds that, in LESSEE's sole opinion, the continued maintenance/operation of the Sign Structure(s) is impractical or uneconomical due to engineering, architectural, construction or maintenance circumstances which will require structural improvements to LESSOR's Property; (i) maintenance will be hampered or made unsafe due to conditions caused by nearby properties, land uses, or utilities, then LESSEE shall, at its option, have the right to either reasonably abate the rent until the issues with "A" through "I" above are cured, and/or terminate this Lease upon thirty (30) days notice in writing to LESSOR(S) and LESSOR(S) shall refund to LESSEE any rental payment paid in advance for the remainder of the un-expired Term.
11. LESSEE shall pay for all electric power consumed by the Sign Structure(s).
12. LESSOR shall not cause nor permit any outdoor advertising sign other than those in existence at the time of the execution of this Lease (if any), or those constructed by LESSEE pursuant to the terms hereof (or otherwise) to be placed on the Property or any Leased Premises owned or controlled by the LESSOR or his/her/its beneficiaries, if any, within a radius of one thousand feet (1000') from LESSEE's Sign Structure(s) without prior written consent from the LESSEE. It is the understanding of the parties that visibility of the Sign Structure(s) to the traveling public is the essence of this Lease. LESSOR shall not cause nor permit LESSEE'S Sign Structure(s) to be obscured from visibility to the traveling public. LESSOR grants LESSEE the rights to trim, cut or remove brush, trees, shrubs or any vegetation or remove any obstructions of any kind on the Property, or any other property owned or controlled by LESSOR, which limit the visibility of the Sign Structure(s).
13. LESSOR warrants that it owns the Property (including the Leased Premises) and has the authority to enter into this Lease and that if LESSEE shall pay the rent provided for herein, LESSEE shall and may peaceably and quietly have, hold and enjoy the use of the Leased Premises for the Term of this Lease. To this end, if at any time during the Term of this Lease LESSOR fails to pay any lien or encumbrance affecting the Leased Premises, including any past-due real estate, interest, and/or penalties thereto, and after receipt of LESSEE's written request to LESSOR to pay said sums, LESSOR fails to make such payment, LESSEE shall have the right, but not the obligation, to pay such amounts or any portion thereof. LESSEE may deduct any such payments and any additional related expenses including reasonable attorney's fees, with interest thereon at the interest rate applicable to judgements under state law per annum from the date of the payment, from the next succeeding installment(s) of rent until LESSEE has been fully reimbursed for such payments, interests and fees.
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15. This Lease shall not obligate the LESSEE in any way until it is accepted and executed by an authorized signatory of LESSEE who is responsible for executing LESSEE's duties under this Lease. It is understood that this written lease between parties constitutes the entire Lease and understanding between the parties and supersedes all prior representations, understandings, and agreements relating to the Leased Premises. This Lease may not be modified except in writing and signed by LESSOR and an authorized signatory of LESSEE.

Lessor Initials _____

Lessee Initials _____

OUTFRONT

16. This Lease shall be binding upon heirs, executors, personal representatives, successors and assigns for the parties hereto and LESSOR agrees to notify LESSEE of any change of (i) ownership of the Property or the Leased Premises, or (ii) LESSOR's mailing address within seven (7) days of such change. LESSOR agrees to hold LESSEE harmless from any action resulting from failure to provide said notice. LESSOR shall not assign its interest under this Lease or any part thereof except to a party who purchases the underlying fee title to the Property. LESSEE shall not assign its interest under this Lease or any part thereof except to an entity that controls, is controlled by, or under common control with, LESSEE or to a party who purchases title to the subject Sign Structure(s). This section shall not preclude a collateral assignment of LESSOR's or LESSEE's interest under this Lease to an established financial institution as, and part of, a bona fide loan transaction.
17. LESSEE, at its sole option, shall have the right to add any ancillary use to its structure(s), including but not limited to routing necessary underground lines and telecommunications devices.
18. LESSEE shall have the right of first refusal for the period of one (1) year following termination of the Term of this lease (as the same may be renewed or extended), to enter into another lease with the LESSOR upon the same terms and conditions as offered to LESSOR by any other entity for the purpose of erecting, placing, and maintaining of an outdoor advertising Sign Structure(s) upon the Property.
19. LESSEE shall have the right of first refusal throughout the Term to enter into an agreement for the purchase of the subject Property, the Leased Premises, or any interest therein based upon the terms and conditions agreed to by LESSOR with any third party.
20. It is acknowledged by the parties that the rental payments herein are predicated on annual installments. Should the provisions of paragraph ten (10) become operative, or the Term of this Lease commences on some day other than the first of the month, all rental payments required hereunder shall be prorated based upon a thirty (30) day month.
21. In the event that either party is in default under the terms of this Lease, the non-defaulting party shall deliver written notice via the United States Postal Services by certified or registered return receipt mail to the defaulting party, and said party may cure such failure within fourteen (14) days of receipt of such notice provided that for any non-monetary default, if a cure cannot reasonably be effected in fourteen (14) days, the defaulting party may continue such cure past fourteen (14) days from notice provided it commences such cure within fourteen (14) days from notice and pursues such cure to completion.
22. Concurrently with the execution of this Lease, or at any other time upon request of the other, LESSOR and LESSEE shall execute, acknowledge, and deliver to the other a short form memorandum of this Lease for recording purposes. The Party requesting recordation shall be responsible for payment of any fees or taxes applicable thereto.
23. From time to time upon the written request of LESSEE, LESSOR shall have its lender(s) (if any), execute, acknowledge and deliver to LESSEE a subordination, non-disturbance and attornment agreement in a form reasonably acceptable to LESSEE. LESSOR and LESSEE shall countersign said agreement.
24. To the extent permitted by applicable law, LESSOR hereby waives any statutory right to a landlord's lien or any other lien on any property of LESSEE located on the Leased Premises.
25. The parties hereto have carefully reviewed this Lease and have agreed to each term set forth herein. No ambiguity is presumed to be construed against either party.

Lessor Initials _____

Lessee Initials _____

OUTFRONT/

ADDENDUM ATTACHED? (As of the date of execution of this lease agreement).

LESSOR(S): YES NO Initial Here

LESSEE: YES NO Initial Here

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

FOR LESSOR(S):
City of Belleville, IL
Sewerage Oper Maint, 101 S. Illinois St.
Belleville, IL 62220
(618) 233-7146
Tax I.D. 99-9362080

FOR LESSEE:
OUTFRONT Media LLC
6767 N. Hanley Rd.
St. Louis, MO 63134
(314) 524-0800
(314) 524-5047

BY: _____

BY: _____

Title

Title

DATE: _____

DATE: _____

EXECUTED by the LESSOR in the presence of

EXECUTED by the LESSEE in the presence of

Who is hereby requested to sign as witness.

Who is hereby requested to sign as witness.

Lessor Initials _____

Lessee Initials _____

OUTFRONT/

Exhibit A

Approximately 40' X 20' HWY 15 .5 MI E/O HWY 159 N/S



OUTFRONT Media LLC
Multi-Beam Sign Structure

Lessor Initials _____

Lessee Initials _____



DATE: May 18, 2021
SIZE: 10'5" x 22'8"
REP NAME: Paul Goessling

LEASE NO. 907236 DIV. 01481
VENDOR NO. 8783
PANEL NO. 4606
LOCATOR NO:

SIGN LOCATION LEASE

1. **City of Belleville, IL** (hereinafter called LESSOR(S), hereby leases and grants exclusively to **OUTFRONT Media LLC** (hereinafter called LESSEE) the exclusive use of the "Leased Premises" (as hereinafter defined) consisting of a portion of the real property known as: **HWY 15 .6 MI E/O HWY 159 N/S**, in the City of **Belleville**, in the County of **St. Clair**, State of **Illinois** (the "Property") (with free access over and across same) for the purpose of erecting, constructing, installing, placing, operating, maintaining, modifying, servicing, relocating, and removing LESSEE'S advertising sign(s) thereon, including supporting structures, illumination facilities and connections, back-up panels, service ladders and other appurtenances and ancillary equipment (the "Sign Structure(s)").
2. The "Leased Premises" shall consist of the area where the supporting structure of the sign structure(s) is/are affixed to the Property, the surrounding area and the airspace above same, as more particularly described on Exhibit A attached hereto and made a part hereof.
3. LESSOR grants to LESSEE and/or its agents the right to vehicular and pedestrian ingress and egress to and from the Sign Structure(s) over and across the Property and any other property owned or controlled by LESSOR for (i) all purposes reasonably necessary for the erection, construction, installation, placing, operating, maintaining, servicing, and removal of the Sign Structure(s), (ii) the right to provide or establish electrical power to the Sign Structure(s) (at LESSEE's sole expense), (iii) the right to place incidental and ancillary equipment thereon, (iv) the right to relocate the Sign Structure(s) to lawful site(s) satisfactory to LESSEE on LESSOR's Property if the maintenance of the Sign Structure(s) on the Leased Premises are proscribed by Federal, State or Local statute, ordinance or regulation.
4. The initial term of this Lease shall be for a period of **Twenty (20)** years commencing on **May 1, 2022**. This Lease shall be automatically renewed for successive one (1) year periods on the same terms and conditions as herein contained (each a "Renewal Term"), unless either party delivers written notice to the other party by certified or registered mail not less than ninety (90) days before the end of the term of this Lease then in effect expressing its intent not to renew the Lease. The initial term and any Renewal Term(s) are hereinafter collectively referred to as the "Term". Each full consecutive twelve (12) month period of the Term immediately following the Commencement Date is hereinafter referred to as a "Lease Year".
5. During the Term, LESSEE shall pay to LESSOR rent in the amount of: **Two Thousand Three Hundred and 00/100 (\$2,300.00)** Dollars per Lease Year, which shall be payable in annual installments, beginning on the Commencement Date through year 5; **Two Thousand Five Hundred and 00/100 (\$2,500.00)** Dollars per Lease Year for years 5 through 10; **Two Thousand Seven Hundred and 00/100 (\$2,700.00)** Dollars per Lease Year for years 11 through 15; **Two Thousand Nine Hundred and 00/100 (\$2,900.00)** Dollars per Lease Year for years 16 through 20 (the "Rent"). Payment of Rent shall be limited to one (1) check per payment payable to no more than two (2) payees.
6. LESSOR warrants that LESSOR is the **owner** of the Property and has full authority to make this agreement and the LESSEE shall have the right to make any necessary applications with, and obtain permits from, governmental bodies for the construction, maintenance and removal of the Sign Structure(s) at the sole discretion of LESSEE. LESSOR shall sign any documentation that such governing bodies may require with respect to obtaining such permits, provided that LESSOR shall incur no costs in connection therewith.
7. LESSEE shall save the LESSOR harmless from all damage to persons or property by reason of accidents resulting from the negligent or willful acts of LESSEE's agents, employees or others employed in the erection, construction, installation, placing, operating, maintaining, servicing and removal of its Sign Structure(s) on the Leased Premises.
8. This agreement is a Lease (not a License). The existing Sign Structure(s) on the Leased Premises, and all sign(s), structure(s), improvements and appurtenances thereto placed on the Property hereafter by or for LESSEE, its agent or predecessor; and any and all permits related thereto shall at all times remain the property of LESSEE, and LESSEE shall have the right to remove the same at any time during the Term of the Lease (as the same may be extended) or, for a reasonable amount of time after the expiration or termination of the Lease (the "Removal Date"). At LESSEE's sole discretion, if LESSEE removes its Sign Structures(s), only the above grade portions of said Sign Structure(s) shall be removed. The future existence of below grade improvements shall not constitute continued occupancy of the Leased Premises by LESSEE. If upon the expiration of the Term (as the same may be extended) the parties hereto are engaged in good faith negotiation of the terms of a renewal lease, then LESSEE shall not be obligated to remove its Sign Structure(s) from the Leased Premises until thirty (30) days after the receipt of written notice from LESSOR expressly stating that LESSOR does not desire to continue such renewal negotiation.

Lessor Initials _____

Lessee Initials _____

OUTFRONT

9. In the event that all or any part of the Property is acquired or sought to be acquired by or for the benefit of any entity having or delegated the power of eminent domain, LESSEE shall, at its election and in its sole discretion, be entitled to: (i) contest the acquisition and defend against the taking of LESSEE's interest in the Property; (ii) reconstruct the Sign Structure(s) on any portion of the Property not being acquired, as reasonably approved by LESSOR; and (iii) recover damages to and compensation for the fair market value of its leasehold and Sign Structure(s) taken or impacted by the acquisition. No termination right set forth anywhere in this Lease may be exercised by LESSOR if the Property or any portion thereof is taken or threatened to be taken by eminent domain, or if the Property is conveyed or to be conveyed to or for the benefit of any entity having the power of eminent domain.
10. In the event that, in LESSEE's sole opinion; (a) LESSEE is unable to secure or maintain any required permit or license from any appropriate governmental authority; (b) federal, state or local statute, ordinance regulation or other governmental action precludes or materially limits use of the Leased Premises for outdoor advertising purposes; (c) LESSEE's Sign Structure(s) on the Leased Premises become entirely or partially obstructed or destroyed; (d) the view of LESSEE's Sign Structure(s) are obstructed or impaired in any way by any object or growth on the Property or on any neighboring property; (e) the advertising value of the Sign Structure(s) is impaired or diminished; (f) there occurs a diversion of traffic from, or a change in the direction of, traffic past the Sign Structure(s); (g) LESSEE is prevented from maintaining electrical power to the Leased Premises or illuminating its Sign Structure(s); (h) LESSEE finds that, in LESSEE's sole opinion, the continued maintenance/operation of the Sign Structure(s) is impractical or uneconomical due to engineering, architectural, construction or maintenance circumstances which will require structural improvements to LESSOR's Property; (i) maintenance will be hampered or made unsafe due to conditions caused by nearby properties, land uses, or utilities, then LESSEE shall, at its option, have the right to either reasonably abate the rent until the issues with "A" through "I" above are cured, and/or terminate this Lease upon thirty (30) days notice in writing to LESSOR(S) and LESSOR(S) shall refund to LESSEE any rental payment paid in advance for the remainder of the un-expired Term.
11. LESSEE shall pay for all electric power consumed by the Sign Structure(s).
12. LESSOR shall not cause nor permit any outdoor advertising sign other than those in existence at the time of the execution of this Lease (if any), or those constructed by LESSEE pursuant to the terms hereof (or otherwise) to be placed on the Property or any Leased Premises owned or controlled by the LESSOR or his/her/its beneficiaries, if any, within a radius of one thousand feet (1000') from LESSEE's Sign Structure(s) without prior written consent from the LESSEE. It is the understanding of the parties that visibility of the Sign Structure(s) to the traveling public is the essence of this Lease. LESSOR shall not cause nor permit LESSEE'S Sign Structure(s) to be obscured from visibility to the traveling public. LESSOR grants LESSEE the rights to trim, cut or remove brush, trees, shrubs or any vegetation or remove any obstructions of any kind on the Property, or any other property owned or controlled by LESSOR, which limit the visibility of the Sign Structure(s).
13. LESSOR warrants that it owns the Property (including the Leased Premises) and has the authority to enter into this Lease and that if LESSEE shall pay the rent provided for herein, LESSEE shall and may peaceably and quietly have, hold and enjoy the use of the Leased Premises for the Term of this Lease. To this end, if at any time during the Term of this Lease LESSOR fails to pay any lien or encumbrance affecting the Leased Premises, including any past-due real estate, interest, and/or penalties thereto, and after receipt of LESSEE's written request to LESSOR to pay said sums, LESSOR fails to make such payment, LESSEE shall have the right, but not the obligation, to pay such amounts or any portion thereof. LESSEE may deduct any such payments and any additional related expenses including reasonable attorney's fees, with interest thereon at the interest rate applicable to judgements under state law per annum from the date of the payment, from the next succeeding installment(s) of rent until LESSEE has been fully reimbursed for such payments, interests and fees.
14. All Rent to be paid to LESSOR pursuant to this Lease and all notices to either of the parties hereto shall be forwarded to the respective party at the address noted below such parties' signature, or such other address set forth in a written notice by such party. Rental payments shall be deemed received by LESSOR upon deposit by LESSEE with the United States Postal Service. In the event that LESSOR shall send to LESSEE written notice requesting that Rent be forwarded to an address other than that listed below LESSOR'S signature, such new forwarding addresses shall not be effective until forty-five (45) days after LESSEE's receipt of such written notice from LESSOR.
15. This Lease shall not obligate the LESSEE in any way until it is accepted and executed by an authorized signatory of LESSEE who is responsible for executing LESSEE's duties under this Lease. It is understood that this written lease between parties constitutes the entire Lease and understanding between the parties and supersedes all prior representations, understandings, and agreements relating to the Leased Premises. This Lease may not be modified except in writing and signed by LESSOR and an authorized signatory of LESSEE.

Lessor Initials _____

Lessee Initials _____

OUTFRONT/

16. This Lease shall be binding upon heirs, executors, personal representatives, successors and assigns for the parties hereto and LESSOR agrees to notify LESSEE of any change of (i) ownership of the Property or the Leased Premises, or (ii) LESSOR's mailing address within seven (7) days of such change. LESSOR agrees to hold LESSEE harmless from any action resulting from failure to provide said notice. LESSOR shall not assign its interest under this Lease or any part thereof except to a party who purchases the underlying fee title to the Property. LESSEE shall not assign its interest under this Lease or any part thereof except to an entity that controls, is controlled by, or under common control with, LESSEE or to a party who purchases title to the subject Sign Structure(s). This section shall not preclude a collateral assignment of LESSOR's or LESSEE's interest under this Lease to an established financial institution as, and part of, a bona fide loan transaction.
17. LESSEE, at its sole option, shall have the right to add any ancillary use to its structure(s), including but not limited to routing necessary underground lines and telecommunications devices.
18. LESSEE shall have the right of first refusal for the period of one (1) year following termination of the Term of this lease (as the same may be renewed or extended), to enter into another lease with the LESSOR upon the same terms and conditions as offered to LESSOR by any other entity for the purpose of erecting, placing, and maintaining of an outdoor advertising Sign Structure(s) upon the Property.
19. LESSEE shall have the right of first refusal throughout the Term to enter into an agreement for the purchase of the subject Property, the Leased Premises, or any interest therein based upon the terms and conditions agreed to by LESSOR with any third party.
20. It is acknowledged by the parties that the rental payments herein are predicated on annual installments. Should the provisions of paragraph ten (10) become operative, or the Term of this Lease commences on some day other than the first of the month, all rental payments required hereunder shall be prorated based upon a thirty (30) day month.
21. In the event that either party is in default under the terms of this Lease, the non-defaulting party shall deliver written notice via the United States Postal Services by certified or registered return receipt mail to the defaulting party, and said party may cure such failure within fourteen (14) days of receipt of such notice provided that for any non-monetary default, if a cure cannot reasonably be effected in fourteen (14) days, the defaulting party may continue such cure past fourteen (14) days from notice provided it commences such cure within fourteen (14) days from notice and pursues such cure to completion.
22. Concurrently with the execution of this Lease, or at any other time upon request of the other, LESSOR and LESSEE shall execute, acknowledge, and deliver to the other a short form memorandum of this Lease for recording purposes. The Party requesting recordation shall be responsible for payment of any fees or taxes applicable thereto.
23. From time to time upon the written request of LESSEE, LESSOR shall have its lender(s) (if any), execute, acknowledge and deliver to LESSEE a subordination, non-disturbance and attornment agreement in a form reasonably acceptable to LESSEE. LESSOR and LESSEE shall countersign said agreement.
24. To the extent permitted by applicable law, LESSOR hereby waives any statutory right to a landlord's lien or any other lien on any property of LESSEE located on the Leased Premises.
25. The parties hereto have carefully reviewed this Lease and have agreed to each term set forth herein. No ambiguity is presumed to be construed against either party.

Lessor Initials _____

Lessee Initials _____

OUTFRONT

ADDENDUM ATTACHED? (As of the date of execution of this lease agreement).

LESSOR(S): YES NO Initial Here

LESSEE: YES NO Initial Here

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

FOR LESSOR(S):

City of Belleville, IL

Sewerage Oper Maint, 101 S. Illinois St.

Belleville, IL 62220

(618) 233-7146

Tax I.D. 99-9362080

FOR LESSEE:

OUTFRONT Media LLC

6767 N. Hanley Rd.

St. Louis, MO 63134

(314) 524-0800

(314) 524-5047

BY: _____

BY: _____

Title

Title

DATE: _____

DATE: _____

EXECUTED by the LESSOR in the presence of

EXECUTED by the LESSEE in the presence of

Who is hereby requested to sign as witness.

Who is hereby requested to sign as witness.

Lessor Initials _____

Lessee Initials _____

OUTFRONT/

Exhibit A

Approximately 40' X 20' at HWY 15 .6 MI E/O HWY 159 N/S



**OUTFRONT Media LLC
Multi-Beam Sign Structure**

Lessor Initials _____

Lessee Initials _____

Your SpectrumVoIP™ Proposal

Business Name : **City Of Belleville**

Service Address: **101 S. Illinois St.** City : **Belleville** State: **IL** Zip Code : **62220**

Prepared For : **Patty Gregory** Prepared By : **Alex Saenz**

Email Address : **dhardt@belleville.net** Email Address : **asaenz@spectrumvoip.com**

Phone Number : **618-233-6810** Phone Number: **0: 210-455-1741 | C: 210-306-6909**

Product	Term	Quantity	Unit Price	Total
SpectrumVoIP™ DID Service Charge & Equipment Rental Charge Unlimited, local & Long Distance. All DID's included with porting (Reg. Price \$49.99) Will be charge by SpectrumVoIP	58	1	\$10.00	\$10.00
Equipment T54W APP Soft Phone Location #1 Billed by Rental company	58	22	\$15.00	\$330.00
Equipment T54W APP Soft Phone Location #2 Billed by Rental company	58	6	\$15.00	\$90.00
Equipment Unlimited e-Fax Forwarding to Multiple Users	58	1	\$0.00	\$0.00

**May 2021 Promotion - 3 FREE Months of service!
Free \$1000 Visa Gift Card! 30 Day Free Trial! This
lease will end 2/19/2026 on the same date as City Of
Belleville.**

Subtotal : **\$430.00**
 Sales Tax @ 8¼% : **\$0.00**
 Telcom : **\$1.77**
 E911 Recovery Fee : **\$2.71**
**** Total MRC : \$434.48**

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

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

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

Customer Initials : _____

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

Customer Initials : _____

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

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

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

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

Signature: _____

Date: _____

Printed Name: Patty Gregory

Title: Mayor

Federal Tax ID: 37-6001921

Social Security Number: _____

Name Listed with Sec of State: City of Belleville



RENTAL AGREEMENT

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

CUSTOMER LEGAL NAME: City of Belleville		Telephone No: 618-233-6810 (office)
Billing Address: 101 S. Illinois St, Belleville IL 62220	Equipment Location (If other than Billing Address) Same	
EQUIPMENT DESCRIPTION: (indicate quantity, new or used and include make, model, serial # and all attachments – see below and/or attached Schedule A)		
VoIP Phone Equipment with Accessories		
BASE TERM IN MONTHS 58	TOTAL NUMBER OF RENTAL PAYMENTS 3 @ \$ 0.00 (plus taxes) 55 @ \$420.00 (plus taxes)	(a) Advance Payment: \$ 0.00 (b) Security Deposit: \$ 0.00
		**If more than one rental payment is required as an Advance Payment, the balance will be applied to rental payments in inverse order, starting with the last rental payment. Your obligation to pay all amounts and perform all other obligations is non-cancellable, absolute, unconditional and not subject to abatement, set-off or defense.

TERMS AND CONDITIONS

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

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

- taxes, fines and penalties relating to the purchase, use, renting and/or ownership of the Equipment. If we pay any taxes (including property tax), fees or penalties on your behalf, you will pay us the amount we paid plus an administrative fee. You agree to pay us the documentation fee specified above or if not so specified, the greater of either \$95 or 0.5% of the Equipment cost. If we require an Equipment site inspection, or you request administrative services, you agree to reimburse our costs.
- DEFAULT:** If you or any guarantor do not pay us any amount within ten (10) days of its due date, or breach any terms of this Rental, any guaranty or any license relating to the Equipment, you will be in default. If you default, we may require you to do any combination of the following: (a) immediately pay all amounts then due, plus the present value of the remaining Rental Payments, Interim Rent and residual value of the Equipment, as determined by us, discounted at an annual rate of 3%; (b) return all of the Equipment; (c) allow us to repossess or disable the Equipment; or (d) use any and all remedies available to us under applicable law. If you default, you agree to pay the cost of repossession and our attorney's fees and costs. In addition to all other charges and as reimbursement for expenses incurred and not as a penalty, we may require you to reimburse us for the phone calls, letters, and any additional expense incurred in the collection or servicing of this Rental to you. If we take possession of the Equipment, we may sell or otherwise dispose of it with or without notice, at a public or private sale, and apply the net proceeds (after we have deducted all costs related to the sale or disposition of the Equipment) to the amounts that you owe us. You agree that if notice of sale is required by law, 10 days' notice shall constitute reasonable notice. You remain responsible for any amounts that are due after we have applied such net proceeds. We may apply any security deposits to your obligations and if you do not default, the balance will be refunded without interest.
 - ASSIGNMENT:** You have no right to sell or assign the Equipment or Rental. We may sell or assign our rights in the Rental and/or Equipment and the new owner will have all our rights but will not be subject to any claim or defense you have against us.
 - ARTICLE 2A:** You agree this Rental is a "finance lease" as defined in Article 2A of the Uniform Commercial Code. **You waive all rights and remedies conferred upon a lessee by Article 2A (508-522) of the UCC.** You have received a copy of the Supply Contract or been informed of the identity of the Supplier and you may have rights under the Supply Contract and may contact the Supplier for a description of those rights.
 - CREDIT INFORMATION:** You authorize us or any of our affiliates to obtain credit bureau reports and make other credit inquiries that we deem necessary and provide your credit application and information regarding your account to credit reporting agencies and potential assignees.
 - CHOICE OF LAW: THIS RENTAL WILL BE GOVERNED BY PENNSYLVANIA LAW. YOU CONSENT TO JURISDICTION IN THE STATE OR FEDERAL COURTS IN PENNSYLVANIA AND WAIVE ANY RIGHT TO A TRIAL BY JURY.**
 - USA PATRIOT ACT NOTICE; MISCELLANEOUS:** To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each customer who opens an account. When you enter into a transaction with us, we ask for your business name, address and other information that will allow us to identify you. We may also ask to see other documents that substantiate your business identity. This Rental is the parties' entire agreement and can be amended only in writing signed by both parties. This Rental may be executed in counterparts (manually or by electronic means) and, when transmitted to us shall be binding upon you for all purposes. This Rental is not binding on us until we sign it. You agree not to raise as a defense to the enforcement of this Rental that it was executed or transmitted to us by electronic means. You will use the Equipment only for business purposes and not for personal, family or household use.

ACCEPTED BY CUSTOMER:	Print Name: <u>Patty Gregory</u>	Title: <u>Mayor</u>
X _____	E-Mail Address: <u>dhardt@belleville.net</u>	Date: _____
Customer Authorized Signature	TAX ID Number: _____	

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

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



LETTER OF AUTHORIZATION (LOA)

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

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

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

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

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

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

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

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

Company Name: _____
Service Address (not a PO Box): _____
Authorized User/Signer: Patty Gregory
BTN (Billing Telephone Number): _____
Account Number: _____
PIN Number (if required or for wireless TN): _____

Telephone Number	Telephone Number	Telephone Number	Telephone Number

Printed Name (Please Print Clearly): Patty Gregory
Authorized User Signature: _____
Title: Mayor
Date: _____

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



State and Local Government Addendum

Reference: Application No. _____

This State and Local Government Addendum (this "Addendum") is made part of the Agreement related to the above referenced application number ("Agreement") between **Financial Servicing, LLC** ("we" "us" and "ours") and _____ ("you" and "your"). Capitalized terms used but not defined will have the meaning given to them in the Agreement. If there is any conflict between the terms of this Addendum and the terms of the Agreement, the terms of this Addendum will control and prevail. The parties hereby agree as follows:

1. Funding Intent. You reasonably believe that funds can be obtained sufficient to make all Payments set forth in the Agreement and any other amounts owed during the term of the Agreement. You agree that your chief executive or administrative officer (or your administrative office that has the responsibility of preparing the budget submitted to your governing body, as applicable) will provide for funding for such payments in your annual budget request submitted to your governing body. You covenant that you will do all things lawfully within your power to obtain, maintain and properly request and pursue funds from which the Payments may be made, including making provisions for such payments to the extent necessary in each budget submitted for the purpose of obtaining funding, using your best efforts to have such portion of the budget approved and exhausting all available administrative reviews and appeals in the event such portion of the budget is not approved. If your governing body chooses not to appropriate funds for such payments, you agree that your governing body will evidence such nonappropriation by omitting funds for such payments due during the applicable fiscal period from the budget that it adopts. You and we agree that your obligation to make payments under the Agreement will be your current expense and will not be interpreted to be a debt in violation of applicable law or constitutional limitations or requirements. Nothing contained in the Agreement will be interpreted as a pledge of your general tax revenues, funds or moneys.

2. Nonappropriation of Funds. If (a) sufficient funds are not appropriated and budgeted by your governing body in any fiscal period for Payments set forth in the Agreement or any other amounts owed to us and (b) you have exhausted all funds legally available for such payments due under the Agreement (together, a "Non-Appropriation Event"), then you will give us not less than ninety (90) days written notice (a "Termination Notice") and the Agreement will terminate as of the last day of your fiscal period for which funds for such payments are available ("Termination Date"). Such termination is without any expense or penalty, except for the portions of such payments and those expenses associated with your return of the Equipment in accordance with the Agreement for which funds have been budgeted or appropriated or are otherwise legally available. You agree that, to the extent permitted by law, you will not terminate the Agreement if any funds are appropriated by you or to you for the acquisition or use of equipment or services performing functions similar to the Equipment during your fiscal period in which such termination would occur. You shall (i) on or before the Termination Date, return the Equipment in accordance with the return requirements set forth in the Agreement, (ii) provide in the Termination Notice a certification of a responsible official that a Non-Appropriation Event has occurred, (iii) deliver to us, upon our request, an opinion of your counsel (addressed to us) verifying that the Non-Appropriation Event as set forth in the Termination Notice has occurred, and (iv) pay us all sums payable to us under the Agreement up to and including the Termination Date. You acknowledge and agree that, in the event of the termination of the Agreement and the return of the Equipment as provided for herein, you shall have no interest whatsoever in the Equipment or proceeds thereof and we shall be entitled to retain for our own account the proceeds resulting from any disposition or releasing of the Equipment along with any advance rentals, security deposits or other sums previously paid by you pursuant to the terms of the Agreement.

3. Authority and Authorization. You represent and agree that: (a) you are a state or a political subdivision or agency of a state; (b) the entering into and performance of the Agreement is authorized under your state laws and Constitution and does not violate or contradict any judgment, law, order, or regulation, or cause any default under any agreement to which you are party; (c) you have complied with all bidding requirements and, where necessary, have properly presented the Agreement for approval and adoption as a valid obligation on your part; and (d) you have sufficient appropriated funds or other moneys available to pay all amounts due under the Agreement for your current fiscal period. Upon our request, you agree to provide us with an opinion of counsel as to clauses (a) through (d) above, an incumbency certificate, and other documents that we request, with all such documents being in a form satisfactory to us.

4. **Government Use.** You agree that (a) you will comply with all information reporting requirements of the Internal Revenue Code of 1986, as amended, including but not limited to the execution and delivery to us of information statements requested by us, and (b) the use of the Equipment is essential for your proper, efficient and economic operation, you will be the only entity to use the Equipment during the term of the Agreement and you will use the Equipment only for your governmental purposes. Upon our request you will provide us with an essential use letter in a form satisfactory to us as to clause (b) above.

5. **Insurance.** You agree to provide and maintain at your own expense (a) property insurance against the loss, theft, destruction of, or damage to, the Equipment for its full replacement value, naming us as loss payee, and (b) public liability and third party property insurance, naming us as an additional insured. You will give us certificates or other evidence of such insurance on the Equipment at such times as we request. All insurance obtained from a third party insurer will be in a form, amount and with companies acceptable to us, and will provide that we will be given 30 days' advance notice of any cancellation or material change of such insurance. If you do not provide us with proof of such insurance, we may secure insurance on the Equipment to cover our interests (and only our interests). If we obtain such insurance, you will pay us an additional amount for the cost of such insurance and an administrative fee, the cost of which may be more than the cost to obtain your own insurance and on which we may make a profit.

6. **Indemnification.** With respect to any claims, actions, or suits that are made against us as a result of your actions, omissions, negligence or willful misconduct ("Claims"), to the extent permitted by law, you agree to reimburse us for, and if we request, defend us against, any such Claims.

7. **Choice of Law.** Regardless of any conflicting provision in the Agreement, **THE AGREEMENT WILL BE GOVERNED BY THE LAWS OF THE STATE IN WHICH YOU ARE LOCATED.**

8. This Addendum supplements and amends the Agreement only to the extent and in the manner set forth, and in all other respects, the Agreement will remain in full force and effect.

IN WITNESS WHEREOF the parties hereto, by their authorized signatories, have executed this Addendum at the date set forth below their respective signatures.

CUSTOMER:	FINANCIAL SERVICING, LLC
By: _____	By: _____
Print	Print
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____



SpectrumVoIP, Inc.
7600 Windrose Ave Ste 350, Plano, TX 75024
Mail: PO Box 250588, Plano, TX 75025
Telephone: (972) 312-0388
Fax: (972) 692-0459
www.spectrumvoip.com

Explanation of Trial Period

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

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

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

SpectrumVoIP
Representative: Erik Sedgwick, Chief Compliance Officer

Signature:

Customer Name: Patty Gregory

Business Name: _____

Customer Signature: _____

Date: _____

DEVELOPMENT AGREEMENT

This agreement made this 21st day of June, 2021 by and between the City of Belleville, Illinois (the "City") and **Under the Wood Property, LLC** ("**Under the Wood Property, LLC**"):

WITNESSETH:

WHEREAS, Under the Wood Property, LLC intends on investing a minimum of \$70,000.00 to complete the remodeling of the existing facility located at 103 North 47th St. in Belleville for an event space (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 **Under the Wood Property, LLC** would provide jobs at said location, and;

Responsibilities of the City of Belleville

1. Reimburse Under the Wood Property, LLC \$10,000.00 in TIF #3 funds for remodeling of the existing facility located at 103 North 47th St. for an event space, after receipt of documentation of eligible costs incurred.

Responsibilities of Under the Wood Property, LLC

- A. Invest no less than \$70,000.00 to remodel the existing building located at 103 North 47th St. St. for an event space no later than December 31, 2021, and;
- B. Retain two (2) FTE jobs within the first year of operation and;
- C. Under the Wood Property, LLC and any heirs and/or successors shall remain and operate at the site for no less than five (5) years, and;
- D. Compliance with all existing and applicable Federal, State, County and Local laws and ordinances.

Penalties

In the event that **Under the Wood Property, LLC** fails to meet its obligations under Sections (A), (B), (C) or (D) of the section entitled "Responsibilities of **Under the Wood Property, 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 **Under the Wood Property, 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 **Under the Wood Property, 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 **Under the Wood Property, 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 **Under the Wood Property, LLC.**".

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

By: _____
 MAYOR

ATTEST:
 CITY CLERK

Under the Wood Property, LLC
 46 Kings Point Court
 Belleville, IL 62223

By: _____
 Decarlos Underwood, Owner

From: kbeck <kbeck@belleville.net>
Sent: Tuesday, May 18, 2021 4:03 PM
To: Tom Pour
Subject: Local 53 Blood Drive in September 2021

Chief Pour,

I am emailing to request permission for the Local 53 firefighters to host another blood drive at Station 4 in the engine bays on Thursday, September 30th, 2021, from 1pm to 6pm. We have been able to have the last 3 blood drives at Station 4 and have seen a substantial increase in our attendance and donations with each drive. The last drive in March was our best in many years with a great turn out and over 50 units donated. To be able to have the drive back at Station 4 again would allow us to continue to build this drive up and provide a much-needed service to our community.

Please let me know what the decision is when you are able so that I can inform the representative from the American Red Cross.

Thank you for your time and please don't hesitate to contact me with any questions.

Kevin Beck
Blood Drive Chairman



OFFICE USE ONLY
 Name of Event: Wolfe & Nation Band
 Date of Event: FRI 06/25/21 - SAT 06/26/21

SPECIAL EVENT REQUEST

Notification is hereby given to the City of Belleville to request a Special Event as follows:

PLEASE ALLOW MINIMUM (8) WEEKS FOR PROCESSING THE REQUEST. TEN (10) WEEKS PREFERRED.

PLEASE ALLOW THREE (3) MONTHS FOR PROCESSING IF EITHER ILLINOIS ROUTE 159 OR ANY OTHER STATE ROUTE THAT WILL BE CLOSED.

Name(s) of sponsoring organization(s): MRB DEVELOPMENT, LLC d/b/a COPPER FIRE

Name of Event: WOLFE + NATION BAND

FRI Date of Event: 6-25-21 Event Starting Time: 5:00 PM Event Ending Time: 12:00 AM SAT

Street Closure Time: 5:00 PM 6-25-21 Street Re-Open Time: 2:00 AM 6-26-21

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

Name	Address	Phone	Email
RENAE EICHHOLZ	[REDACTED]	[REDACTED]	renae@thecopperfire.com

Number of people (250) animals () vehicles () expected to participate.

Describe the event in detail:

FULL BAND ON STREET (10 S. JACKSON)
FROM 8- MIDNIGHT (BUT NEED TIME TO
UNLOAD + LOAD)

Specify event route from starting point to termination point (a map of the event route is required):

NO PARADE
SAME CLOSURE AS DURING COVID

OFFICE USE ONLY

Name of Event: Wolfe & Nation Band
Date of Event: Fri 062521 / SAT 062621

Are you requesting streets to be closed? If so, list specifics below and note on map of event route:

10 S. JACKSON - SAME AS DURING COVID

Will either Illinois Route 159 any other State Routes be blocked (if YES, it will require approval from the Illinois Department of Transportation): Yes No

Does this event require any of the following?

- Trash Containers Yes No Number Requested: _____
- Picnic Tables Yes No Number Requested: _____
- Sanitation Vehicle and Manpower Yes No
- Electric (note on map location(s)) Yes No Number Requested: _____

A CERTIFICATE OF INSURANCE NAMING THE CITY OF BELLEVILLE AS AN ADDITIONAL INSURED IS REQUIRED IN THE AMOUNT OF \$1 MILLION DOLLARS PER PERSON AND \$2,000,000 AGGREGATE. YOUR APPLICATION WILL NOT BE CONSIDERED OR APPROVED WITHOUT RECEIPT OF THIS DOCUMENT. (City of Belleville • 101 South Illinois Street • Belleville • IL • 62220)

IF EITHER ROUTE 159 OR ANY OTHER STATE ROUTE WILL BE CLOSED, A CERTIFICATE OF INSURANCE NAMING ILLINOIS DEPARTMENT OF TRANSPORTATION AS AN ADDITIONAL INSURED IS REQUIRED IN THE AMOUNT OF \$1 MILLION DOLLARS. YOUR APPLICATION WILL NOT BE CONSIDERED OR APPROVED WITHOUT RECEIPT OF THIS DOCUMENT. (IL Department of Transportation • 1100 East Court Plaza Drive • Collinsville • IL • 62234)

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

Renee S. Eichholz
Signature of Person Making Application

RENAE S. EICHHOLZ
Printed Name of Person Making Application

renee@the.copper.fire.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
(618) 233-6810

OFFICE USE ONLY

Name of Event:

Wife & Nation Band

Date of Event:

01/06/25/21 Sat 06/26/21

CHECKLIST (FOR USE BY CITY PERSONNEL ONLY)	EVENT INFORMATION (FOR USE BY CITY PERSONNEL ONLY) Completed application/documentation to be sent to city staff prior to meeting. Meeting will be scheduled with all city staff and a representative of the event.
<input checked="" type="checkbox"/> Application <input type="checkbox"/> Event Map <input checked="" type="checkbox"/> Insurance Certificate	Date Received by City Clerk's Office: <u>06/21/21</u> Scheduled Meeting Date: _____ Date Approved by Staff: _____ Date on Council Agenda: _____ Notification Sent to Event Representative of Council Meeting: _____
<input type="checkbox"/> Approved on: _____ <input type="checkbox"/> Denied on: _____ Notification Sent to Event Representative of Council Approval/Denial on: _____	

STAFF REVIEW SECTION

Police Department: _____

APPROVED DENIED DATE: _____ INITIALS: _____

Fire Department: _____

APPROVED DENIED DATE: _____ INITIALS: _____

Public Works: _____

APPROVED DENIED DATE: _____ INITIALS: _____

Maintenance Department: Situational awareness

APPROVED DENIED DATE: _____ INITIALS: _____

OFFICE USE ONLY

Name of Event: White & Nation Band
Date of Event: 6/1 062521 Sat 062621

<p align="center">CHECKLIST (FOR USE BY CITY PERSONNEL ONLY)</p>	<p align="center">EVENT INFORMATION (FOR USE BY CITY PERSONNEL ONLY) Completed application/documentation to be sent to city staff prior to meeting Meeting will be scheduled with all city staff and a representative of the event.</p>
<p><input checked="" type="checkbox"/> Application</p> <p><input type="checkbox"/> Event Map</p> <p><input checked="" type="checkbox"/> Insurance Certificate</p>	<p>Date Received by City Clerk's Office: <u>6/1/21</u></p> <p>Scheduled Meeting Date: _____</p> <p>Date Approved by Staff: _____</p> <p>Date on Council Agenda: _____</p> <p>Notification Sent to Event Representative of Council Meeting: _____</p>
<p><input type="checkbox"/> Approved on: _____ <input type="checkbox"/> Denied on: _____</p> <p>Notification Sent to Event Representative of Council Approval/Denial on: _____</p>	

STAFF REVIEW SECTION

Police Department: _____

APPROVED DENIED DATE: _____ INITIALS: _____

Fire Department: _____

APPROVED DENIED DATE: _____ INITIALS: _____

Public Works: Barricades and No Parking will be provided as requested @ N/C.

APPROVED DENIED DATE: 6/1/21 INITIALS: JRP

Maintenance Department: _____

APPROVED DENIED DATE: _____ INITIALS: _____

Jenny Meyer

From: Jenny Meyer
Sent: Tuesday, June 15, 2021 8:49 AM
To: renae@thecopperfire.com
Cc: Jason Poole; Johnnie Hartmann; Craig Maue; mattinglyc@bellevillepolice.org; Tom Pour; Dave Zahn; Erin Clifford; Jennifer Starnes
Subject: Wolfe & Nation Band

Rena:

Staff reviewed your request today and below is a synopsis of the specifics noted during the meeting:

Event:

- Wolfe & Nation Band
- Friday, June 25, 2021
- 8:00pm to 11:59pm

Street Closure:

- First block of South Jackson to parking lot entrances
- 5:00pm to 2:00am (Sat 062621)

Police Department:

- Situational awareness

Fire Department:

- Situational awareness

Maintenance Department:

- Situational awareness

Public Works:

- Deliver barricades on Friday, June 25, 2021. Organizers responsible to close/open streets according to approved times. Please break-down barricades and return them to their drop-off location for pick-up on Monday, June 28, 2021.

Miscellaneous:

- Special Event Liquor License is required. Please contact Erin Clifford, Mayor's Administrative Assistant, (618) 233-6810, prior to event to obtain license

Your request will be placed on the City Council agenda, Monday, June 21, 2021 at 7:00p.m. at City Hall, Council Chambers, 101 South Illinois Street, Belleville IL 62220

Upon the decision of the Council, a letter will be sent to you via email.

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

Thanks

Jenny



OFFICE USE ONLY
 Name of Event: Althoff Class Reunion
 Date of Event: Sat 06/26/21

SPECIAL EVENT REQUEST

Notification is hereby given to the City of Belleville to request a Special Event as follows:

PLEASE ALLOW MINIMUM (8) WEEKS FOR PROCESSING THE REQUEST. TEN (10) WEEKS PREFERRED.

PLEASE ALLOW THREE (3) MONTHS FOR PROCESSING IF EITHER ILLINOIS ROUTE 159 OR ANY OTHER STATE ROUTE THAT WILL BE CLOSED.

Name(s) of sponsoring organization(s): Tavern on Main

Name of Event: Althoff class Reunion

Sat Date of Event: 6-26-2021 Event Starting Time: 5:00 PM Event Ending Time: 11:59 PM

Street Closure Time: 5:00 PM Street Re-Open Time: 1:00 AM

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

Name	Address	Phone	Email
<u>Mark Onstott</u>	<u>301 E. Main</u>	[REDACTED]	<u>Tavern on main 580@6m.?</u>

Number of people (100) animals (0) vehicles (50) expected to participate.

Describe the event in detail:

Class Reunion

Specify event route from starting point to termination point (**a map of the event route is required**):

Name of Event:

Althoff Class Reunion
Sat 06/26/21

Date of Event:

Are you requesting streets to be closed? If so, list specifics below and note on map of event route:

N. Church St from E. Main to alleyway

Will either Illinois Route 159 any other State Routes be blocked (if YES, it will require approval from the Illinois Department of Transportation): Yes No

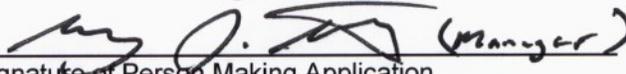
Does this event require any of the following?

- Trash Containers Yes No Number Requested: 6
- Picnic Tables Yes No Number Requested: 10
- Sanitation Vehicle and Manpower Yes No
- Electric (note on map location(s)) Yes No Number Requested: _____

A CERTIFICATE OF INSURANCE NAMING THE CITY OF BELLEVILLE AS AN ADDITIONAL INSURED IS REQUIRED IN THE AMOUNT OF \$1 MILLION DOLLARS PER PERSON AND \$2,000,000 AGGREGATE. YOUR APPLICATION WILL NOT BE CONSIDERED OR APPROVED WITHOUT RECEIPT OF THIS DOCUMENT. (City of Belleville • 101 South Illinois Street • Belleville • IL • 62220)

IF EITHER ROUTE 159 OR ANY OTHER STATE ROUTE WILL BE CLOSED, A CERTIFICATE OF INSURANCE NAMING ILLINOIS DEPARTMENT OF TRANSPORTATION AS AN ADDITIONAL INSURED IS REQUIRED IN THE AMOUNT OF \$1 MILLION DOLLARS. YOUR APPLICATION WILL NOT BE CONSIDERED OR APPROVED WITHOUT RECEIPT OF THIS DOCUMENT. (IL Department of Transportation • 1100 East Court Plaza Drive • Collinsville • IL • 62234)

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

 (Manager)
Signature of Person Making Application

Gregory J. Thomas
Printed Name of Person Making Application

301 E. Main Belleville, IL 62220
Mailing Address

(618) 233-6246
Phone Number

Tavern on main 618 @ G.mail
E-mail

DATE OF APPLICATION: 6-14-2021

Return this form (via mail or email):

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

Name of Event:

Althoff Class Reunion

Date of Event:

<p align="center">CHECKLIST (FOR USE BY CITY PERSONNEL ONLY)</p>	<p align="center">EVENT INFORMATION (FOR USE BY CITY PERSONNEL ONLY) Completed application/documentation to be sent to city staff prior to meeting. Meeting will be scheduled with all city staff and a representative of the event.</p>
<input checked="" type="checkbox"/> Application <input type="checkbox"/> Event Map <input type="checkbox"/> Insurance Certificate	<p>Date Received by City Clerk's Office: <u>6/14/21</u></p> <p>Scheduled Meeting Date: _____</p> <p>Date Approved by Staff: _____</p> <p>Date on Council Agenda: _____</p> <p>Notification Sent to Event Representative of Council Meeting: _____</p>
<p><input type="checkbox"/> Approved on: _____ <input type="checkbox"/> Denied on: _____</p> <p>Notification Sent to Event Representative of Council Approval/Denial on: _____</p>	

STAFF REVIEW SECTION

Police Department: Situational Awareness

APPROVED DENIED DATE: June 14, 2021 INITIALS: CM #380

Fire Department: _____

APPROVED DENIED DATE: _____ INITIALS: _____

Public Works: _____

APPROVED DENIED DATE: _____ INITIALS: _____

Maintenance Department: _____

APPROVED DENIED DATE: _____ INITIALS: _____

Name of Event: Althoff Class Reunion
Date of Event: _____

<p align="center">CHECKLIST (FOR USE BY CITY PERSONNEL ONLY)</p>	<p align="center">EVENT INFORMATION (FOR USE BY CITY PERSONNEL ONLY) Completed application/documentation to be sent to city staff prior to meeting. Meeting will be scheduled with all city staff and a representative of the event.</p>
<input checked="" type="checkbox"/> Application <input type="checkbox"/> Event Map <input type="checkbox"/> Insurance Certificate	Date Received by City Clerk's Office: <u>6/14/21</u> Scheduled Meeting Date: _____ Date Approved by Staff: _____ Date on Council Agenda: _____ Notification Sent to Event Representative of Council Meeting: _____
<input type="checkbox"/> Approved on: _____ <input type="checkbox"/> Denied on: _____ Notification Sent to Event Representative of Council Approval/Denial on: _____	

STAFF REVIEW SECTION

Police Department: _____

APPROVED DENIED DATE: _____ INITIALS: _____

Fire Department: _____

APPROVED DENIED DATE: _____ INITIALS: _____

Public Works: Picnic tables, BARRICADES, TRASH TOTES
will be DROPPED OFF FRIDAY 6/25/21 AND
PICKED UP Monday 6/28/21.

APPROVED DENIED DATE: 6/14/21 INITIALS: JH

Maintenance Department: _____

APPROVED DENIED DATE: _____ INITIALS: _____

Name of Event: Althoff Class Reunion
Date of Event: _____

<p align="center">CHECKLIST (FOR USE BY CITY PERSONNEL ONLY)</p>	<p align="center">EVENT INFORMATION (FOR USE BY CITY PERSONNEL ONLY)</p> <p align="center">Completed application/documentation to be sent to city staff prior to meeting. Meeting will be scheduled with all city staff and a representative of the event.</p>
<p><input checked="" type="checkbox"/> Application</p> <p><input type="checkbox"/> Event Map</p> <p><input type="checkbox"/> Insurance Certificate</p>	<p>Date Received by City Clerk's Office: <u>10/14/21</u></p> <p>Scheduled Meeting Date: _____</p> <p>Date Approved by Staff: _____</p> <p>Date on Council Agenda: _____</p> <p>Notification Sent to Event Representative of Council Meeting: _____</p>
<p><input type="checkbox"/> Approved on: _____ <input type="checkbox"/> Denied on: _____</p> <p>Notification Sent to Event Representative of Council Approval/Denial on: _____</p>	

STAFF REVIEW SECTION

Police Department: _____

APPROVED DENIED DATE: _____ INITIALS: _____

Fire Department: _____

APPROVED DENIED DATE: _____ INITIALS: _____

Public Works: _____

APPROVED DENIED DATE: _____ INITIALS: _____

Maintenance Department: _____

situational awareness

APPROVED DENIED DATE: _____ INITIALS: _____

Google Maps 301 E Main St



Map data ©2018 Google 200 ft



301 E Main St
Belleville, IL 62220

Jenny Meyer

From: Jenny Meyer
Sent: Monday, June 14, 2021 3:39 PM
To: tavernonmain618@gmail.com
Cc: Jason Poole; Johnnie Hartmann; Craig Maue; mattinglyc@bellevillepolice.org; Tom Pour; Dave Zahn; Erin Clifford; Jennifer Starnes
Subject: Althoff Class Reunion

Mark & Greg:

Staff reviewed your request today and below is a synopsis of the specifics noted during the meeting:

Event:

- Althoff Class Reunion
- Saturday, June 26, 2021
- 5:00pm to 11:59pm
- Tavern on Main/Gas Light Park

Street Closure:

- First block of North Charles (north of East Main) to alley
- 5:00pm to 1:00am
- Includes use of Gas Light Park

Police Department:

- Situational awareness

Fire Department:

- Situational awareness

Maintenance Department:

- Situational awareness

Public Works:

- Deliver barricades on Friday, June 25, 2021. Organizers responsible to close/open streets according to approved times. Please break-down barricades and return them to their drop-off location for pick-up on Monday, June 28, 2021.
- Deliver 4 trash toters to Gas Light Park on Friday, June 25, 2021. Organizers responsible to return trash toters to their drop-off location for pick-up on Monday, June 28, 2021.
- Deliver 10 picnic tables to Gas Light Park on Friday, June 25, 2021. Organizers responsible to return picnic tables to their drop-off location for pick-up on Monday, June 28, 2021.

Miscellaneous:

- Special Event Liquor License is required. Please contact Erin Clifford, Mayor's Administrative Assistant, (618) 233-6810, prior to event to obtain license
- Submit a Certificate of Insurance naming the City of Belleville as an additional insured in the amount of \$1 million dollars per person and \$2,000,000 aggregate. (City of Belleville, 101 South Illinois Street, Belleville, IL 62220)

Your request will be placed on the City Council agenda, Monday, June 21, 2021 at 7:00p.m. at City Hall, Council Chambers, 101 South Illinois Street, Belleville IL 62220

Upon the decision of the Council, a letter will be sent to you via email.

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

Jennifer Gain Meyer, MS, LEHP

City Clerk

City of Belleville

101 South Illinois Street

Belleville IL 62220

618-233-6518 x 1227

jmeyer@belleville.net

<https://www.belleville.net/>

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

https://twitter.com/Belleville_IL



Wash your hands with
soap (or use hand
sanitizer) frequently



Stay away from sick
people



Wear a mask when in
public

ORDINANCE NO. 8942-2021

A ZONING ORDINANCE IN RE CASE #24-APR21
Belleville Mural Project

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

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

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

Whereas, an application has been filed requesting a Sign Installation Permit for the Area of Special Control for a mural at 510 West Main Street (08-21.0-441-001) located in a C-2 Heavy Commercial District. (Applicable sections of the zoning code: 155.02, 155.03).

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

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

Section 1. That the application requesting a Sign Installation Permit for the Area of Special Control for a mural at 510 West Main Street (08-21.0-441-001) located in a C-2 Heavy Commercial District is hereby granted (applicable sections of the zoning code: 162.248, 162.515), subject to and conditioned upon the Applicant's identification of an artist and the City Administration's approval of a rendering of the contemplated mural.

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

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

PASSED by the City Council of the City of Belleville, Illinois, on this 21st day of June, 2021 on the following roll call vote:

	<u>AYE</u>	<u>NAY</u>
Joe Hazel	_____	_____
Bryan Whitaker	_____	_____

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

APPROVED by the Mayor of the City of Belleville, Illinois this 22nd day of June, 2021.

PATTY GREGORY, MAYOR

ATTEST:

JENNIFER GAIN MEYER, CITY CLERK

ORDINANCE NO. 8953-2021

AN ORDINANCE AMENDING TITLE VII (TRAFFIC CODE), CHAPTER 77 (NON-HIGHWAY VEHICLES), SECTION 77.05 (PERMITS) OF THE REVISED CODE OF ORDINANCES OF THE CITY OF BELLEVILLE, AS AMENDED

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 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.

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

Section 1. **Section 77.05** is hereby amended by repealing Section 77.05 (Permits) in its entirety, and substituting in lieu thereof Section 77.05 (Permits), as follows:

§ 77.05 PERMITS

(A) No person shall operate a qualified non-highway vehicle without first obtaining a permit from the City Clerk, as provided herein. The City Police Department and other city non-highway vehicles are exempt from displaying a city permit. A permit is valid for one non-highway vehicle from May 1st through April 30th of the following year. The cost of the permit shall be \$30. Permits shall expire on April 30th of each year. A permit purchased after October 31st shall have a prorated cost of \$15.

(B) Every application for a permit shall be made on a form supplied by the city and shall contain the following information:

- (1) Name and address of applicant.
- (2) Name of liability insurance carrier and insurance policy number.
- (3) The serial number, make, model and description of the non-highway vehicle.
- (4) Signed waiver of liability by applicant releasing the city and agreeing to indemnify and hold the city harmless from any and all future claims resulting from the operation of applicant's non-highway vehicle on the city streets.
- (5) Photocopy of applicable liability insurance coverage card, specifically for the non-highway vehicle to be operated pursuant to the permit.

(6) A physically handicapped applicant must submit a certificate signed by a physician, certifying that the applicant is able to safely operate a qualified non-highway vehicle on city streets.

(67) Such other information as the city may require.

(C) No new permit shall be granted unless the following conditions are met:

(1) The non-highway vehicle must be inspected and approved by City Police Department designated personnel.

(2) A physically handicapped applicant must submit a certificate signed by a physician, certifying that the applicant is able to safely operate a qualified non-highway vehicle on city streets.

(3) The applicant must provide evidence of insurance in compliance with the provisions of Illinois law regarding minimum liability insurance for passenger motor vehicles to be operated on the roads of the State of Illinois.

(4) The applicant must provide a copy of the driver's license of the applicant and each operator.

(5) The city may suspend or revoke a permit granted hereunder upon a finding that the holder thereof has violated any provision of this chapter, or there is evidence the permittee cannot safely operate a qualified non-highway vehicle on the designated roadways.

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 VII (Traffic Code), Chapter 77 (Non-Highway Vehicles), Section 77.99 (Penalties).

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 21st day of June, 2021 on the following roll call vote:

	<u>AYE</u>	<u>NAY</u>
Joe Hazel	_____	_____
Brian Whitaker	_____	_____
Carmen Duco	_____	_____
Jamie Eros	_____	_____
Kent Randle	_____	_____
Scott Ferguson	_____	_____
Johnnie Anthony	_____	_____
Raffi Ovian	_____	_____
Ed Dintelman	_____	_____

Michelle Schaefer	_____	_____
Chris Rothweiler	_____	_____
Dr. Mary G. Stiehl	_____	_____
Dennis C. Weygandt	_____	_____
Phil Elmore	_____	_____
Roger Wigginton	_____	_____
Nora Sullivan	_____	_____

APPROVED by the Mayor of the City of Belleville, Illinois this 22nd day of June, 2021.

PATTY GREGORY, MAYOR

ATTEST:

JENNIFER GAIN MEYER, CITY CLERK

ORDINANCE NO. 8954-2021-2021

AN ORDINANCE AMENDING TITLE IX (GENERAL REGULATIONS), CHAPTER 90 (ANIMAL CONTROL), SECTION 90.27 (REGISTRATION) OF THE REVISED CODE OF ORDINANCES OF THE CITY OF BELLEVILLE, AS AMENDED

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 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.

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

Section 1. **Section 90.27** is hereby amended by repealing Section 90.27 (Registration) in its entirety, and substituting in lieu thereof Section 90.27 (Registration), as follows:

§ 90.27 REGISTRATION.

(A) Beekeepers shall register with the city upon bringing any colony into the city. For bee colonies existing within the city prior to the effective date of this subchapter, beekeepers shall have one month from the date this subchapter went into effect to register with the city for beekeeping. Registrations shall be submitted to the ~~Public Works Office, Health, and Housing, and Building and Zoning, 213 South Illinois, Belleville, Illinois 62220~~ Office.

(B) At the time of registration, the applicant shall:

- (1) Submit proof of registration of the colonies with the state's Department of Agriculture;
- (2) Be in compliance with the other requirements of this subchapter; and
- (3) Provide a drawing of beehives in relation to property lines, distance from neighbors and permanent structures.

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 21st day of June, 2021 on the following roll call vote:

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

APPROVED by the Mayor of the City of Belleville, Illinois this 22nd day of June, 2021.

PATTY GREGORY, MAYOR

ATTEST:

JENNIFER GAIN MEYER, CITY CLERK

ORDINANCE NO. 8955-2021

**AN ORDINANCE AMENDING TITLE VII (TRAFFIC CODE),
CHAPTER 73 (TRAFFIC RULES AND DRIVING REGULATIONS),
SECTION 73.33 (HOSPITAL QUIET ZONES) OF THE REVISED CODE
OF ORDINANCES OF THE CITY OF BELLEVILLE, AS AMENDED**

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 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.

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

Section 1. **Section 73.33** is hereby amended by repealing Section 73.33 (Hospital Quiet Zones) in its entirety, and substituting in lieu thereof Section 73.33 (Hospital Quiet Zones), as follows:

§ 73.33 HOSPITAL QUIET ZONES.

(A) The following areas are designated as hospital quiet zones:

(1) ~~Lincoln Street between Third Street and Centerville Avenue; Third Street between Lincoln and Harrison; and~~

~~—(2)—~~One block from Memorial Hospital in all directions on the following streets: North Park Drive, Suzanne Court, Park Drive, East Park Drive, West Park Drive, Memorial Drive.

(B) (1) No person shall drive a vehicle at a speed greater than 15 mph in the above hospital zones.

(2) No person shall operate a vehicle which makes unusually loud or unnecessary noise in the above established hospital zones.

(3) Appropriate signs shall be placed in the above zones indicating these restrictions.

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 VII (Traffic Code), Chapter 73 (Traffic Rules and Driving Regulations), Section 73.99 (Penalties).

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 21st day of June, 2021 on the following roll call vote:

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

APPROVED by the Mayor of the City of Belleville, Illinois this 22nd day of June, 2021.

PATTY GREGORY, MAYOR

ATTEST:

JENNIFER GAIN MEYER, CITY CLERK

ORDINANCE NO. 8956-2021

AN ORDINANCE AMENDING TITLE III (ADMINISTRATION), CHAPTER 31 (OFFICIALS AND EMPLOYEES; GENERAL ADMINISTRATION), SECTION 31.009 (APPOINTMENT OF EMPLOYEES) OF THE CITY OF BELLEVILLE, AS AMENDED

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 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.

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

Section 1. **Section 31.009** is hereby amended by repealing Section 31.009 (Appointment of Employees) in its entirety, and substituting in lieu thereof Section 31.009 (Appointment of Employees), as follows:

§ 31.009 APPOINTMENT OF EMPLOYEES.

(A) All persons seeking employment with the city, other than appointive officers, shall make application for such employment to the office of human resources.

(B) Any person hired on a full-time basis by the city ~~shall become a resident of the city~~ must reside within St. Clair County within 15-18 months from the date of his or her employment and his or her continuing residency from that date forward shall be condition of his or her employment. ~~A city employee who has established legal residency outside the city prior to the effective date of this section shall be exempted from the aforesaid residency requirement; however, if any exempted city employee moves from his or her current address (outside the city) that employee must relocate within the city.~~ If a city employee moves ~~from the city~~ beyond the aforementioned boundaries while this requirement is in effect, his or her employment shall be terminated.

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 21st day of June, 2021 on the following roll call vote:

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

APPROVED by the Mayor of the City of Belleville, Illinois this 22nd day of June, 2021.

PATTY GREGORY, MAYOR

ATTEST:

JENNIFER GAIN MEYER, CITY CLERK

ORDINANCE NO. 8957-2021

AN ORDINANCE AMENDING TITLE III (ADMINISTRATION), CHAPTER 31 (OFFICIALS AND EMPLOYEES; GENERAL ADMINISTRATION), SECTION 31.007 (IMPROVEMENTS) AND TITLE III (ADMINISTRATION), CHAPTER 34 (FINANCE AND REVENUE; TAXATION), SECTION 34.005 (OFFICE OF PURCHASING) OF THE REVISED CODE OF ORDINANCES OF THE CITY OF BELLEVILLE, AS AMENDED

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 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.

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

Section 1. Section 31.007 is hereby amended by repealing Section 31.007 (Improvements) in its entirety, and substituting in lieu thereof Section 31.007 (Improvements), as follows:

§ 31.007 IMPROVEMENTS.

Any work or public improvement which is not to be paid for in whole or in part by special assessment or special taxation, when the expense thereof will exceed \$10,000, shall be constructed either by contract let to the lowest responsible bidder after advertising for bids, in the manner prescribed by ordinance; except that, any such contract may be entered into by the proper officers without advertising for bids, if authorized by a vote of two-thirds of all the aldermen or trustees then holding office. Notwithstanding the foregoing, architects, engineers and land surveyors shall be contracted in accordance with the Illinois Local Government Professional Services Selection Act (50 ILCS 510/1 et seq.).

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Section 2. Section 34.005 is hereby amended by repealing Section 34.005 (Office of Purchasing) in its entirety, and substituting in lieu thereof Section 31.007 (Office of Purchasing), as follows:

§ 34.005 OFFICE OF PURCHASING.

(A) *Duties and responsibilities.*

(1) There is hereby established an Office of Purchasing under the direction of the Purchasing Agent and the office will be responsible to the Finance Director for the entire purchasing program.

(2) The office or designee shall have the following responsibilities, in addition to any others designated by the City Council:

(a) Act to procure all necessary supplies, materials and services subject to City Council approval, for the efficient operation of the city at the lowest possible cost;

(b) Discourage collusive or restrictive bidding and endeavor to obtain as full and open competition as possible on all purchases;

(c) Establish all rules and regulations authorized by this ordinance and amend, when necessary, with the approval of the City Council;

(d) Keep informed of current developments in the field of purchasing, prices, market conditions and new products, and keep abreast of the benefits of research done in the field of purchasing by: other governmental jurisdictions, national technical associations, trade associations having national recognition and by private businesses and organizations;

(e) Prescribe and maintain forms necessary to the operation of this ordinance;

(f) Prepare, adopt and maintain a vendor's catalog file; said catalog shall be filed according to materials and shall contain descriptions of vendor's commodities and prices;

(g) Exploit the possibilities of buying "in bulk" to take full advantage of discounts;

(h) Act to procure all federal and state tax exemptions to which the city is entitled;

(i) Cooperate with other personnel to secure the maximum efficiency in budgeting and accounting; and

(j) Declare as irresponsible those bidders or vendors who default on their quotations, and to disqualify them from receiving any business from the city for a stated period of time, as determined by the City Council.

(B) *Operation procedures.*

(1) All departments shall henceforth submit requisition orders to the Purchasing Office as the first step in procuring supplies, materials, services or equipment.

(2) The purchasing designee shall review each request form, have the authority to consult the Requesting Department, and make any necessary revisions. The designee must communicate with the Requesting Department before making any decision that deviates from the original request.

(3) When the estimated cost of materials, supplies and contractual services, except as otherwise provided herein, exceeds \$10,000, they shall be purchased by sealed bids, formal bidding procedures, and from the lowest and best bidder after an adequate period of public notice.

(a) Any work or other public improvement which is not to be paid for in whole or in part by special assessment or special taxation, and supplied needed for use by the city, and when the expense thereof will exceed \$10,000 shall be constructed either:

1. By a contract let by the City Council to the lowest responsible bidder after advertising for bids; or

2. Any such contract may be entered into by the proper officers without advertising for bid, if authorized by a vote of two-thirds of all the Aldermen then holding office.

(b) Public notices shall be published in at least one newspaper of general circulation in the city and shall be published at least ten days prior to bid closing. The newspaper notice required herein will include at a minimum: a brief description of the item to be purchased or sold, where bid blanks and specifications may be secured, the time and place for bid opening and a rejection rights clause.

(c) The Purchasing Office shall also solicit sealed bids from all responsible prospective suppliers, vendors and contractors. The Purchasing Agent shall have the authority to pre-qualify any potential contractor or vendor and solicit sealed bids from them.

(d) The Purchasing Agent shall have the authority to call a pre-bid conference with prospective bidders after draft specifications have been prepared. Such conferences help detect unclear provisions and tend to widen competition by removing unnecessarily restrictive language.

(e) Liability protection shall be sought on service procurement specifications to protect the city from any unforeseen liability or loss. Service procurement specifications shall include a hold-harmless and a certificate-of-insurance clause. The hold-harmless insert requires the contractor or service provider to save and hold-harmless the city from any alleged damage as a result of work performed or not performed. The certificate-of-insurance clause specifies the contractor must furnish a proof of purchase, which indicates the existence of insurance in sufficient quantities to protect all parties in the event of loss.

(f) Bond, with sufficient sureties, in such amount as shall be deemed adequate, not only to insure performance of contract in the time and manner prescribed in the contract, but also to save, indemnify, and keep harmless the city against loss, may be required of each bidder upon contracts involving amounts in excess of \$10,000 when, in the opinion of the Purchasing Office, the public interest will be served thereby.

(g) All sealed bids shall be publicly opened by the Purchasing Agent of the city, or by an officer or employee in the office of the Purchasing Agent duly-authorized in writing by the Purchasing Agent to open such bids. Bid openings shall be witnessed by a representative of the City Clerk's office and the involved department head or designee. Written notice of all bid opening dates and times shall be forwarded to the City Clerk and involved department head or designee upon bid letting. All such bids shall be open to public inspection in the office of the Purchasing Agent for a period of at least 48 hours before award is made.

(h) Any agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid a fixed price, or otherwise, shall render the bids of such bidders void. Each bidder shall accompany his bid with a sworn statement, or otherwise swear or affirm, that he or she has not been a party to any such agreement. Any disclosure in advance of the opening of bids, of the terms of the bids submitted in response to an advertisement, made or permitted by the Purchasing Agent shall render the proceedings void and shall require re-advertisement and re-award.

(4) The purchasing designee, with consent of the City Council, shall have the authority to reject any or all sealed or quoted bids.

(a) In determining the responsibility of any bidder, the Purchasing Agent may take into account other factors in addition to financial responsibility, such as past records of transaction with the bidder, experience, adequacy of equipment, ability to complete performance within a specified time limit and other pertinent considerations.

(b) Any and all bids received in response to an advertisement may be rejected by the Purchasing Agent if the bidder is not deemed responsible, or the character or quality of the services, supplies, materials, equipment or labor does not conform to requirements or if the public interest may otherwise be served thereby. If the contract is awarded to a bidder other than the lowest, a written statement of reasons shall be prepared and placed into the public record.

(5) Purchases of materials, supplies and contractual services with the estimated value of less than \$10,000 may be made on the open market without public advertisement, and the requirements of the formal bid procedures are not applicable.

(a) Open market purchases shall be based on three competitive bids, whenever possible, and shall be solicited by mail, phone and bulletin board notice.

(b) Open market purchases shall also be based on the lowest responsible bidder, whenever feasible.

(6) Emergency purchases above \$10,000 may be made in order to protect life, health or safety of citizens. Those permitted to purchase emergency materials shall be department heads and they shall be required to submit a monthly record of emergency purchases. All emergency purchases must be approved by the City Council as required by state law.

(7) Notwithstanding the foregoing, architects, engineers and land surveyors shall be contracted in accordance with the Illinois Local Government Professional Services Selection Act (50 ILCS 510/1 et seq.).

~~(78)~~ Disposition of surplus, obsolete or worn-out material or equipment for sale, shall be done by the Purchasing Office in conformance with competitive conditions, including when necessary, newspaper advertising and sealed bids. Items valued at \$10,000 or less may be sold by Purchasing. Items valued greater than \$10,000 must be approved for sale by the City Council. The sale or trade of vehicles, regardless of value, must be approved by the City Council.

~~(89)~~ All contracts to which the city is party shall contain a non-discrimination in employment clause which provides, "The contractor shall not discriminate against any employee or applicant because of race, creed, sex, color or national origin throughout the contract period".

~~(910)~~ The purchasing designee, or authorized representative, shall assist in the inspection or supervise the inspection of all deliveries or contractual services to determine adherence to advertised specifications.

~~(1011)~~ The purchasing designee shall be vested with the authority to require the prompt reporting and subsequent reassignment of any surplus materials, supplies or equipment. These transfer capabilities include, but are not limited to, obsolete items, surplus items and items no longer in use.

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 21st day of June, 2021 on the following roll call vote:

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

APPROVED by the Mayor of the City of Belleville, Illinois this 22nd day of June, 2021.

PATTY GREGORY, MAYOR

ATTEST:

JENNIFER GAIN MEYER, CITY CLERK

ORDINANCE NO. 8958-2021

AN ORDINANCE AMENDING TITLE III (ADMINISTRATION), CHAPTER 32 (OFFICIALS AND EMPLOYEES; GENERAL ADMINISTRATION) BY ADDING SECTION 32.190 (REMOVAL OF APPOINTEES) OF THE REVISED CODE OF ORDINANCES OF THE CITY OF BELLEVILLE, AS AMENDED

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 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.

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

Section 1. Title III (Administration), Chapter 32 (Officials and Employees; General Administration) is hereby amended by adding Section 32.190 (Removal of Appointees) as follows:

§ 32.190 REMOVAL OF APPOINTEES

The Mayor may remove any person appointed by him or her under §32.020, §32.038, §32.060, §32.096, §32.115, §32.131, §32.150 and/or §32.166 of this chapter.

Section 2. Title III (Administration), Chapter 32 (Officials and Employees; General Administration), Section 32.063 (Removal) is hereby deleted.

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 21st day of June, 2021 on the following roll call vote:

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

Kent Randle	_____	_____
Scott Ferguson	_____	_____
Johnnie Anthony	_____	_____
Raffi Ovian	_____	_____
Ed Dintelman	_____	_____
Michelle Schaefer	_____	_____
Chris Rothweiler	_____	_____
Dr. Mary G. Stiehl	_____	_____
Dennis C. Weygandt	_____	_____
Phil Elmore	_____	_____
Roger Wigginton	_____	_____
Nora Sullivan	_____	_____

APPROVED by the Mayor of the City of Belleville, Illinois this 22nd day of June, 2021.

PATTY GREGORY, MAYOR

ATTEST:

JENNIFER GAIN MEYER, CITY CLERK

ORDINANCE NO. 8959-2021

**AN ORDINANCE WAIVING AND EXTENDING THE TIME
LIMITATION FOR SUBSTANTIAL DEVELOPMENT UNDER THE
SPECIAL USE PERMITS GRANTED BY ORDINANCE 8841-2020 AND 8846-2020**

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 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, the City of Belleville, Illinois, County of St. Clair, Illinois, is a home rule unit of government and, pursuant to the provisions of said Section 6(a) of Article VII, may exercise any power and perform any function pertaining to its government and affairs, including, but not limited to, the power to tax and to incur debt;

WHEREAS, on July 6, 2020, the City Council approved Ordinance 8841-2020 providing a Special Use Permit to Sun Vest Solar, Inc. for a Solar Farm Energy System on East State Route 50 (Parcel No. 08-35.0-400-011);

WHEREAS, on July 6, 2020, the City Council approved Ordinance 8846-2020 providing a Special Use Permit to Magdalena Gilpin. for a liquor license at 310 East Washington Street (Parcel No. 08-22.0-346-012);

WHEREAS, Section 162.515 of the City’s Revised Code of Ordinances pertinently provides that “[a]ny special use permit approved expires in one year unless substantial development (in excess of 80%) has been completed.”

WHEREAS, the ongoing COVID-19 Pandemic has significantly and adversely affected business development throughout the City and elsewhere, including the prevention of the substantial development of the projects that are the subject of Ordinance 8841-2020 and 8846-2020;

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

Section 1. The foregoing recitals shall be and are hereby incorporated as findings of fact as if said recitals were fully set forth herein.

Section 2. Solely for the projects that are the subject of Ordinance 8841-2020 and 8846-2020 and on a non-precedential basis, the City Council hereby waives the time limitation for substantial development under Section 162.515 of the City’s Revised Code of Ordinances and extends such deadline for substantial development by one (1) year to and including July 6, 2022.

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

Section 4. Pursuant to Section 1-2-4 of the Municipal Code (65 ILCS 5/1-2-4), this Ordinance shall take effect immediately upon its passage and approval, due to the urgency of the necessity to address the ongoing COVID-19 pandemic, and same shall further be published in pamphlet form for at least ten (10) days as notice of same, all as provided by law.

PASSED by the City Council of the City of Belleville, Illinois, on this 21st day of June, 2021 on the following roll call vote:

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

APPROVED by the Mayor of the City of Belleville, Illinois this 22nd day of June, 2021.

PATTY GREGORY, MAYOR

ATTEST:

JENNIFER GAIN MEYER, CITY CLERK

SYS DATE:06/16/21

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

SYS TIME:16:24

DATE: 06/21/21

Monday June 21,2021

[NCS]

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VENDOR #	NAME	DEPT.	AMOUNT
=====			
13	MOTOR FUEL TAX FUND		
2595	WISSEHR ELECTRIC, INC.	13-00	243.76
5460	SHILOH VALLEY TOWNSHIP ROAD DISTRI	13-00	632.50
KA009	KASKASKIA ENGINEERING GROUP LLC	13-00	21,177.17
	**TOTAL		22,053.43
	13 MOTOR FUEL TAX FUND	GRAND TOTAL	22,053.43