

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



MONDAY, MAY 2, 2022

7:00PM

COUNCIL CHAMBERS

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

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

2. ROLL CALL ALDERMEN

3. ROLL CALL DEPARTMENT HEADS

4. PLEDGE OF ALLEGIANCE

5. PUBLIC HEARING

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

7. PRESENTATIONS, RECOGNITIONS & APPOINTMENTS

7-A. Mayor Gregory recommends the appointment of Kara Osthoff (3 Rain Tree Woods) to serve as Ward 8 Alderwoman to fill a vacancy

7-B. Swear-In Kara Osthoff as Ward 8 Alderwoman

7-C. Mayor Gregory will recognize the character word of the month “self-discipline” meaning; think about your words and actions and then making choices that are right

7-D. Congress designated **May** as **National Military Appreciation Month** in 1999 to ensure the nation was given the opportunity to

publicly demonstrate their appreciation for the sacrifices and successes made by our service members – past and present

- 7-E. Mayor Gregory will proclaim the first week of May as “Be Kind to Animals Week” recognizing Belleville Area Humane Society for their outstanding animal welfare efforts
- 7-F. Mayor Gregory will proclaim the second week in May as “Turquoise Takeover Week” to raise awareness of lung cancer
- 7-G. Mayor Gregory will recommend City Council Committee Appointments for fiscal year 2022-2023
- 7-H. Mayor Gregory will recommend the reappointment of Russell Scott to serve a 3-year term on the Board of Fire and Police Commission
- 7-I. Mayor Gregory will recommend the reappointment of Mary Karban and Carol Keeley to serve a 3-year term on the Library Board
- 7-J. Mayor Gregory will recommend the reappointment of Erin Connor to serve a 2-year term on the Cemetery Board
- 7-K. Mayor Gregory will recommend the reappointment of Andy Gaa, Keith Owens, Justin Dominique, Molly McKenzie, Nichole Hettenhausen, Jack LeChien, and Linda Weisenstein to serve a 1-year term on the Historic Preservation Commission
- 7-L. Mayor Gregory will recommend the reappointment of Patrick Sullivan to serve a 2-year term on the Police Pension Board
- 7-M. Mayor Gregory will recommend the reappointment of James Kurtz, Neil ‘Skip’ MacEwen, and Larry McLean to serve a 3-year term on the Planning Commission
- 7-N. Mayor Gregory will recommend the reappointment of Chuck Blanquart, Steve Hemmer and appointment of Jennaver Brown, and Andria Powell to serve a 4-year term on the Downtown Development & Redevelopment Commission

8. APPROVAL OF MINUTES

9. CLAIMS, PAYROLL AND DISBURSEMENTS

9-A. Motion to approve claims and disbursements in the amount of \$ payroll in the amount of **\$904,775.08**.

10. REPORTS

10-A. Motion to approve City Attorney's Report dated April 29, 2022

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

11-A. MOTIONS FROM ADMINISTRATION

11-A(1). Motion to approve a Highway Authority Agreement for the property located at 7406 West Main Street

11-A(2). Motion to approve an amended development agreement with Tygracon Properties, Inc. for the remodeling of 300 East Main Street

11-A(3). Motion to approve an amended development agreement with Tygracon Properties, Inc. for the remodeling of 710-712 East 'D' Street

11-A(4). Motion to approve an amended development agreement with Tygracon Properties, Inc. for the remodeling of 500 Park Avenue

11-A(5). Motion to approve an amended development agreement with Tropical Breeze Café for the remodeling of 4901 West Main Street

11-A(6). Motion to enter into an agreement with the Department of the Army for Design and Construction Assistance for the Belleville, Illinois, East Creek Sewer Separation Project

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

- 11-B(1). Motion to approve the annexation of 600 S Charles Street into the Old Belleville Historic District

11-C. **MOTIONS FROM STREETS & GRADES**

- 11-C(1). Motion to approve agreement with Gonzalez Companies in the amount of \$44,685.00 for survey, pavement coring and design of repairs to Allsup Place (RIB Funds)
- 11-C(2). Motion to approve agreement with Oates Associates in the amount of \$46,500.00 for preparation of plans, specifications and estimates (PS & E) for the reconstruction of street pavement and possible v-gutter to North Charles and Dewey Street (TIF 12 Funds)

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

- 11-D(1). Motion to amend Title XI (Business Regulations), Chapter 121 (Alcoholic Beverages), Section 121.04 (Prohibited Licenses and Locations)
- 11-D(2). Motion to amend Title XV (Land Usage), Chapter 154 (Property Maintenance Code), Section 154.45 (Definitions)
- 11-D(3). Motion to amend Title VII (Traffic Code), Chapter 74 (Parking Regulations), Section 74.02 (No Parking Rules) and 74.04 (Towing Vehicles)
- 11-D(4). Motion to amend Title IX (General Regulations), Chapter 93 (Nuisances), Section 93.082 (Control of Glare, Luminaire Design Factors)
- 11-D(5). Motion to amend Title XV (Land Usage), Chapter 150 (Building Code; Building Regulations), Section 150.38(N) (HVAC Permit Table No. 1)

11-E. MOTION FROM ZONING BOARD OF APPEALS

- 11-E(1). **20-APR22-Blounts & Moore Holdings, LLC**: Request for a Special Use Permit to operate an adult-use cannabis dispensing organization located at 7300 Twin Pyramid Parkway (07-13.0-107-002) located in a “C-2” Heavy Commercial District. (Applicable sections of the City code: 123.005, 123.008, 162.515) Ward 8 **Zoning Board of Appeals unanimously recommended Approval, in the name of the Applicant only, with all present members voting in the affirmative with a vote of 6-0.**

12. COMMUNICATIONS

12-A. **MEMORIAL DAY CEREMONY – 05/30/2022**

Request from Belleville Area Veteran’s Group to host Memorial Day Ceremony, Monday, May 30, 2022, 11:00am to 12:00pm, Walnut Hill Cemetery. Additional City services: chairs, tents and flag access.

12-B. **HEAL FROM WITHIN MENTAL HEALTH CELEBRATION – 05/28/2022**

Request from Elated Hearts LLC to host Heal From Within Mental Health Celebration, Saturday, May 28, 2022, 11:00am to 3:00pm, Hough Park. Additional City services: electric, trash toters and picnic tables.

12-C. **CINCO DE MAYO – 05/05/2022 and 05/06/2022**

Request from El Gordito to host Cinco de Mayo on Thursday, May 5, 2022, 4:00pm to 10:00pm and Friday, May 6, 2022, 4:00pm to 11:59pm on patio and grass area with music. No City services requested.

12-D. **WESTHAVEN ESTATES BLOCK PARTY – 06/18/2022**

Request from Westhaven Estates to host a block party, Saturday, June 18, 2022, 11:00am to 5:00pm. Street Closure(s): intersection of Classen and Rose Marie Drive. Additional City services: trash toters, barricades and picnic tables.

12-E. **TOCO FAMILY FESTIVAL – 10/01/2022**

Request from Tapestry of Community Offerings to host TOCO Family Festival, Saturday, October 1, 2022, 3:00pm to 10:00pm. Street Closure(s): West Main Street between 8th Street and 10th Street and use of City parking lot at 10th & Main, 12:00pm to 12:00am (10/02/22). Additional City services: “No Parking” signage, trash toters, picnic tables and Public Works Personnel.

13. PETITIONS

14. RESOLUTIONS

14-A. **RESOLUTION 3441-2022**

Resolution for Improvement Under the Illinois Highway Code – Allsup Place

15. ORDINANCES

15-A. **ORDINANCE 9039-2022**

An Ordinance Prohibiting the Use of Groundwater as a Potable Water Supply by the Installation or Use of Potable Water Supply Wells or by Any Other Method Within Certain Areas in the City of Belleville. (7406 West Main St.)

15-B. **ORDINANCE 9040-2022**

An Ordinance Amending Title XI (Business Regulations), Chapter 121 (Alcoholic Beverages), Section 121.04 (Prohibited Licensees and Locations) of the Revised Code of Ordinances of the City of Belleville, as Amended

15-C. **ORDINANCE 9041-2022**

An Ordinance Amending Title XV (Land Usage), Chapter 154 (Property Maintenance Code), Section 154.45 (Definitions) of the Revised Code of Ordinances of the city of Belleville, as Amended

15-D. **ORDINANCE 9042-2022**

An Ordinance Amending Title VII (Traffic Code), Chapter 74 (Parking Regulations), Section 74.02 (No Parking Rules) and Section 74.04

(Towing Vehicles) of the Revised Code of Ordinances of the City of Belleville, as Amended

15-E. **ORDINANCE 9043-2022**

An Ordinance Amending Title IX (General Regulations), Chapter 93 (Nuisances), Section 93.082 (Control of Glare; Luminaire Design Factors) of the Revised Code of Ordinances of the City of Belleville, as Amended

15-F. **ORDINANCE 9044-2022**

An Ordinance Amending Title XV (Land Usage), Chapter 150 (Building Code; Building Regulations), Section 150.38(N) (HVAC Permit Table No. 1) of the Revised Code of Ordinances of the City of Belleville, as Amended

15-G. **ORDINANCE 9045-2022**

A Zoning Ordinance in RE CASE: 20-APR22- Blounts & Moore Holdings, LLC

16. UNFINISHED BUSINESS

17. MISCELLANEOUS & NEW BUSINESS

17-A. Motor Fuel Claims in the Amount of \$.

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.

Proclamation

WHEREAS, throughout the country, "Be Kind to Animals Week" marks the observance of the efforts that have guided sentiment toward protection and consideration of animals; and

WHEREAS, dogs, cats, and other animals have been special companions to humans for centuries offering the benefit of a never ending supply of love, loyalty, friendship, and affection; and

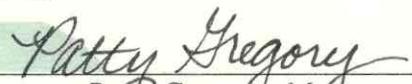
WHEREAS, community members and leaders, shelter personnel, veterinarians, animal welfare organizations, as well as schools and librarians work together toward one common goal; and

WHEREAS, the Belleville Area Humane Society leads in animal welfare in the region through improving the lives of animals through adoption, humane education, and community outreach; and

WHEREAS, our community will protect the rights of all animals. We call upon all people toward the kind consideration of all animals.

NOW, THEREFORE, I, Patty Gregory, Mayor of the City of Belleville, Illinois, do hereby applaud the commitment of the Belleville Area Humane Society for their outstanding animal welfare efforts and proudly proclaim the week of May 1-7, 2022, as 'Be Kind to Animals Week' in the City of Belleville, Illinois.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Belleville to be affixed, this 2nd day of May, 2022.


Patty Gregory, Mayor
Dated this 2nd day of May, 2022

Pride in the Past . . . Promise for the Future



Proclamation

WHEREAS, LUNG FORCE is a national initiative led by the American Lung Association, to defeat lung cancer; and

WHEREAS, LUNG FORCE's annual Turquoise Takeover celebration unites the nation to raise critical awareness of lung cancer, the nation's leading cancer killer; and

WHEREAS, about every two and a half minutes, a person in the United States is diagnosed with lung cancer; and

WHEREAS, lung cancer is the leading cause of cancer deaths for women and men; and

WHEREAS, lung cancer screening saves lives, and advocacy and increased awareness will result in more high-risk individuals getting screened; and

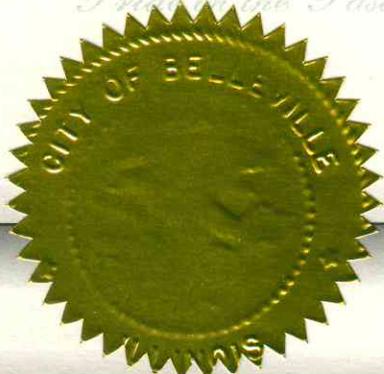
WHEREAS, public support for research funding will result in new treatments and better methods of early detection.

NOW, THEREFORE, I, Patty Gregory, Mayor of the City of Belleville, Illinois, do hereby proclaim the week of May 8-14, 2022, as 'Turquoise Takeover Week' in the City of Belleville, Illinois. I encourage all residents of Belleville to learn more about lung cancer, risk factors, and early detection.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Belleville to be affixed, this 2nd day of May, 2022.

Patty Gregory
Patty Gregory, Mayor
Dated this 2nd day of May, 2022

Pride in the Past . . . Promise for the Future



COUNCIL COMMITTEES APPOINTED BY THE MAYOR
Fiscal Year 2022/2023 – MAY 2022 through APRIL 2023

* Denotes Committee Chairman

<u>COMMITTEE</u>	<u>DATE-TIME-PLACE</u>	<u>STAFF SUPPORT</u>
<u>FINANCE</u> *Bryan Whitaker 1 Jamie Eros 2 Scott Ferguson 3 Raffi Ovian 4 Shelly Schaefer 5 Chris Rothweiler 6 Phil Elmore 7 Nora Sullivan 8	2 nd Monday 7:00 p.m. City Hall Council Chambers 101 South Illinois Street	City Treasurer Dir. of Finance
<u>POLICE & FIRE</u> *Johnnie Anthony 4 Bryan Whitaker 1 Carmen Duco 2 Scott Ferguson 3 Shelly Schaefer 5 Mary Stiehl 6 Dennis Weygandt 7 Kara Osthoff 8	2 nd Monday 6:00 p.m. City Hall 2 nd Floor Conf Room 101 South Illinois Street	Fire Chief Police Chief
<u>MASTER SEWER</u> *Ed Dintelman 5 Joe Hazel 1 Carmen Duco 2 Scott Ferguson 3 Johnnie Anthony 4 Mary Stiehl 6 Dennis Weygandt 7 Nora Sullivan 8	1 st Monday 6:00 p.m. City Hall 2 nd Floor Conf Room 101 South Illinois Street	Dir. of WWTP/Sewer Lines
<u>STREETS & GRADES</u> *Kent Randle 3 Joe Hazel 1 Carmen Duco 2 Raffi Ovian 4 Ed Dintelman 5 Chris Rothweiler 6 Dennis Weygandt 7 Nora Sullivan 8	3 rd Monday 6:00 p.m. City Hall 2 nd Floor Conf Room 101 South Illinois Street	City Engineer Dir. of Public Works
<u>TRAFFIC COMMITTEE</u> * Phil Elmore Scott Ferguson Johnnie Anthony Raffi Ovian Carmen Duco	2 nd Tuesday 8:00 a.m. City Hall 2 nd Floor Conf Room 101 South Illinois Street	City Engineer, Dir. of Public Works
<u>PUBLIC HEALTH AND HOUSING</u> *Chris Rothweiler Joe Hazel Scott Ferguson Kent Randle Raffi Ovian	3 rd Wednesday 6:00 p.m. City Hall 2 nd Floor Conf Room 101 South Illinois Street	Dir. of Public Health and Housing

COUNCIL COMMITTEES APPOINTED BY THE MAYOR
Fiscal Year 2022/2023 – MAY 2022 through APRIL 2023

* Denotes Committee Chairman

<u>COMMITTEE</u>	<u>DATE-TIME-PLACE</u>	<u>STAFF SUPPORT</u>
<u>PERSONNEL</u> * Raffi Ovian Johnnie Anthony Ed Dintelman Shelly Schaefer Kara Osthoff	As Needed	Mayor Dir. of Human Resources
<u>ECONOMIC DEV. & ANNEX</u> *Kent Randle 3 Bryan Whitaker 1 Jamie Eros 2 Johnnie Anthony 4 Shelly Schaefer 5 Chris Rothweiler 6 Dennis Weygandt 7 Kara Osthoff 8	1 st Wednesday 5:00 p.m. City Hall 2nd Floor Conf Room 101 South Illinois Street	Dir. of ED&P City Engineer
<u>ORDINANCE & LEGAL REVIEW</u> *Mary Stiehl Jamie Eros Kent Randle Ed Dintelman Phil Elmore	2 nd Tuesday 5:30 p.m. City Hall Council Chambers 101 South Illinois Street	City Attorney or Asst City Attorney-As Needed
<u>ELECTORAL BOARD</u> Patty Gregory, Mayor Jennifer Gain Meyer, City Clerk Johnnie Anthony, Sr. Alderman	As Needed	City Attorney or Asst City Attorney-As Needed
<u>OTHER</u> <u>LIBRARY BOARD</u> Carmen Duco	2 nd Thursday 6:30 p.m. Main Library - 121 East Washington Street	
<u>DOWNTOWN REDEVELOPMENT</u> Mary Stiehl	4 th Monday 4:00 p.m. City Hall 2 nd Floor Conf Room 101 South Illinois Street	
<u>PLANNING COMMISSION</u> Ed Dintelman Mary Stiehl	1 st Wednesday 7:00 p.m. City Hall 2 nd Floor Conf Rm 101 South Illinois Street	
<u>CRIME FREE HOUSING COMMITTEE</u> Ed Dintelman Raffi Ovian	Meets Twice A Year – TBA	Assistant Chief of Police

Note- If a meeting falls on a holiday, please contact City Hall to confirm whether meeting has been rescheduled.

According to Belleville, IL Code of Ordinances, Chapter 30-City Council, Section 30.19 (C), The Mayor shall be ex-officio member of all committees.

PAYROLL BREAKDOWN AS PER G/L DISTRIBUTION REPORT

PAYROLL DATE: April 22, 2022

01 50	ADMINISTRATION	<u>\$16,629.13</u>
01 51	POLICE	<u>\$292,487.51</u>
01 52	FIRE	<u>\$235,560.36</u>
01 53	STREET	<u>\$39,459.12</u>
01 54	PARKS	<u>\$17,615.23</u>
01 55	CEMETERY	<u>\$8,698.17</u>
01 56	SANITATION	<u>\$35,774.12</u>
01 60	LEGAL	<u>\$7,355.01</u>
01 61	HOUSING DEPARTMENT	<u>\$24,638.83</u>
01 62	ECONOMIC DEVELOPMENT & PLANNING	<u>\$10,007.31</u>
01 82	MAYOR	<u>\$6,654.16</u>
01 83	FINANCE	<u>\$7,110.91</u>
01 84	HUMAN RESOURCE	<u>\$7,240.50</u>
01 85	CLERK	<u>\$8,427.01</u>
01 86	TREASURER	<u>\$3,411.25</u>
01 87	MAINTENANCE	<u>\$20,681.37</u>
01 88	ENGINEER	<u>\$5,801.30</u>
	TOTAL GENERAL FUND	<u>\$747,551.29</u>
4	LIBRARY	<u>\$36,154.35</u>
7	RECREATION	<u>\$13,247.64</u>
12	G & C ASSISTANCE	<u>\$4,016.60</u>
21 75	SEWER COLLECTIONS	<u>\$5,931.64</u>
21 77	SEWER LINES	<u>\$11,240.91</u>
21 78	SEWER PLANT	<u>\$51,068.68</u>
	TOTAL SEWER DEPARTMENT	<u>\$68,241.23</u>
	Employers' Portion of FICA (06-00-21500) CR	<u>\$35,563.97</u>
	*****TOTAL PAYROLL	<u>\$904,775.08</u>

CITY ATTORNEY REPORT

TO: City Council
FROM: Garrett P. Hoerner, City Attorney
DATE: April 29, 2022

Pursuant to Section 31.128 of the Revised Code of Ordinances, I write to provide a quarterly report on pending legal matters.

- A. Ordinance Violation Cases.** The City currently has approximately 350 ordinance violation cases pending.
- B. Demolition/Foreclosure/Housing Cases.** The City currently has 17 cases pending involving demolition or foreclosure proceedings, or other housing code/building code violations. The addresses of the subject properties are as follows:
1. *Foreclosures*
 - 26 South 77th Street (Brooks)
 - 201 West Adams Street (Burdell)
 - 1005 West D Street (Johnson)
 - 1015 Arthur Street (Peterson)
 - 15 North 10th Street (Schmidt)
 - 906 North Charles Street (Taylor)

 2. *Demolitions*
 - 416 Sycamore Street (Bien)
 - 2006 Madison Street (Brooks)
 - 820 North 89th Street (Diggs)
 - 700 West C Street (Gallon)
 - 433 South Church Street (Gianino)
 - 96 North 98th Street (Hall)
 - 107 East D Street (Johnson)
 - 10606 West Main Street (Nicholson)
 - 3532 Lorene Street (Owens)
 - 213 North 44th Street (Payer)
 - 134 North Virginia Avenue (Shri Mahalakshmi, LLC)
- C. Other Civil Cases.** The City currently has pending the following other civil cases in which I am representing the City:

1. City of Belleville v. JRG Holdings - Belleville, L.L.C. On November 14, 2018, the City filed a Complaint for Declaratory Judgment concerning Defendant's Property at 104 North High, Belleville, Illinois (Brede Towers Apartments). Specifically, the City is seeking:

- a binding declaration of the rights of the parties to this case, including but not limited to a declaration that Defendant has willfully allowed the Property to become injurious to the health and dangerous to the lives of the occupants thereof and of the public in violation of Section 92.02 of the City's Revised Code of Ordinances, as well as permitting the existence of a dangerous building in the City and further permitting same to be occupied while it is or remains in a dangerous condition in violation of Section 93.041 of the City's Revised Code of Ordinances, thereby empowering Plaintiff to immediately revoke all current occupancy permits on the Property pursuant to Section 154.22 of the City's Revised Code of Ordinances and cause the immediate vacation of the residents of such Property;
- a permanent injunction requiring Defendants to immediately put the Property in good safe and sanitary condition in compliance with applicable codes and ordinances relating to sanitation, health, and housing, including but not limited to correcting the aforementioned violations/deficiencies related to the City electrical, mechanical, plumbing and fires safety codes, at Defendant's sole cost and expense.

The parties have reached a tentative settlement on a fire alarm permit for corrective action.

2. City of Belleville v. Manhar Bhakta. On October 16, 2020, the City filed a Complaint for Declaratory Judgment concerning Defendant's Property at 1234 Centreville Avenue, Belleville, Illinois (former Executive Inn). Specifically, the City is seeking:

- a binding declaration of the rights of the parties to this case, including but not limited to a declaration that Defendant has willfully allowed the Property to become injurious to the health and dangerous to the lives of the occupants thereof and of the public in violation of Section 92.02 of the City's Revised Code of Ordinances;
- permanent injunction requiring Defendants to immediately put the Property in good safe and sanitary condition in compliance with applicable codes and ordinances relating to sanitation, health, and housing, including but not limited to correcting the violations/deficiencies on the Property noted in the reports attached hereto as Exhibit A in compliance with the City's Revised Code of Ordinances, at Defendant's sole cost and expense.

On October 29, 2020, the Court entered an Order providing that "Defendant shall completely secure the subject Property with metal fencing (so as to prevent access

to the Property)” and further that “Defendant shall submit a demolition plan to the Court.” The City Police Department has confirmed that the security fencing has been installed, and we await Defendant’s demolition plan. While the matter was set for hearing on the City’s Motion for Default Judgment and Petition for Rule to Show Cause for Indirect Civil Contempt on February 17, 2022, the matter was then automatically stayed based upon Defendant’s petition for bankruptcy. Accordingly, the City filed a Complaint to Determine the Dischargeability of Debt against Defendant in the United States Bankruptcy Court for the Southern District of Illinois, which remains pending.

3. *City of Belleville v. Bobby Winters and Renee Rice.* On October 19, 2020, the City filed a Complaint for Declaratory Judgment concerning Defendant’s Property at 830 Centreville Avenue, Belleville, Illinois (Monkey Tree Service). Specifically, the City sought:

- a binding declaration of the rights of the parties to this case, including but not limited to a declaration that Defendants’ collection and storage of tree limbs, branches, trunks and stumps on the Property from at least September 13, 2019 to present constitutes a prohibited nuisance under Chapter 93 of the City’s Revised Code of Ordinances;
- a permanent injunction requiring Defendants to immediately remove the the tree limbs, branches, trunks, stumps and other debris on the Property from at least September 13, 2019 to present as abatement of the prohibited nuisance under Chapter 93 of the City’s Revised Code of Ordinances, at Defendants’ sole cost and expense;
- assess a daily fine against Defendants under Section 93.999 of the City’s Revised Code of Ordinances from at least September 13, 2019 to present for Defendants’ ongoing violation of Chapter 93 of the City’s Revised Code of Ordinances;
- a binding declaration of the rights of the parties to this case, including but not limited to a declaration that Defendants’ operation of Monkey Tree Service on the Property from at least September 13, 2019 to present without a business occupancy permit violates of Section 110.25 of the City’s Revised Code of Ordinances;
- a permanent injunction requiring Defendants to immediately cease the operation of Monkey Tree Service on the Property in violation of Chapter 110 of the City’s Revised Code of Ordinances;
- assess a daily fine against Defendants under Section 110.999 of the City’s Revised Code of Ordinances from at least September 13, 2019 to present for Defendants’ ongoing violation of Chapter 110 of the City’s Revised Code of Ordinances;

- a binding declaration of the rights of the parties to this case, including but not limited to a declaration that Defendants have Defendants operation of Monkey Tree Service on the Property is a non-permitted use in violation of Section 162.093 of the City's Revised Code of Ordinances;
- a permanent injunction requiring Defendants to immediately cease the operation of Monkey Tree Service on the Property in violation of Chapter 162 of the City's Revised Code of Ordinances;
- assess a daily fine against Defendants under Section 162.999 of the City's Revised Code of Ordinances from at least September 13, 2019 to present for Defendants' ongoing violation of Chapter 162 of the City's Revised Code of Ordinances.

On October 30, 2020, the Court entered an Order granting judgment in the City's favor and ordering the foregoing relief. Because Defendants failed to comply with such Order, I filed a Petition for Rule to Show Cause for Indirect Civil Contempt, and the Court granted same. After Plaintiffs removed much of the debris from the property, the City completed that debris removal, and we are now seeking removal of the trucking container on the property.

4. *Belleville Professional Firefighters, IAFF Local 53 v. City of Belleville*. On August 7, 2019, Belleville Professional Firefighters, IAFF Local 53 filed a Complaint for declaratory judgment seeking to invalidate the City's ordinance providing procedures related to the Illinois Public Safety Employee Benefits Act (Sections 33.101 through 33.106 of the City's Revised Code of Ordinances. On City's behalf, I filed a Motion to Dismiss which the Court partially granted and partially denied. Therefore, the matter remains pending.

There are other lawsuits being handled through the City's insurance company.

- D. Other Miscellaneous Cases.** In addition to the above cases, there are a number of cases where the City is named as a Defendant in mortgage foreclosure lawsuits. The City is named as a Defendant because of municipal liens. These liens are typically extinguished in the foreclosure action. It is doubtful if the City will collect any of the amounts liened from these cases. There are also a number of cases where the City has filed proof of claims in Bankruptcy Court. These proof of claims are normally for sewer or trash charges and, in most cases, the City is unable to collect on any of these.

HIGHWAY AUTHORITY AGREEMENT

This Agreement is entered into this 2nd day of May, 2022 pursuant to 35 Ill. Adm. Code 742.1020 by and between the Midwest Petroleum Company, “Owner/Operator” and the City of Belleville, Illinois “Highway Authority,” collectively known as the “Parties.”

WHEREAS, Midwest Petroleum Company is the owner or operator of one or more leaking underground storage tanks presently or formerly located at 7406 West Main Street, Belleville, St. Clair County, Illinois (“the Site”);

WHEREAS, as a result of one or more releases of contaminants from the above referenced underground storage tanks “the Release(s),” soil and/or groundwater contamination at the Site exceeds the Tier 1 residential remediation objectives of 35 Ill. Adm. Code 742;

WHEREAS the soil and/or groundwater contamination exceeding Tier 1 residential remediation objectives or may extend into the Highway Authority’s right-of-way;

WHEREAS, the Owner/Operator is conducting corrective action in response to the Release(s);

WHEREAS, the Parties desire to prevent groundwater beneath the Highway Authority’s right-of- way that exceeds Tier 1 remediation objectives from use as a supply of potable or domestic water and to limit access to soil within the right-of-way that exceeds Tier 1 residential remediation objectives so that human health and the environment are protected during and after any access;

Now, **THEREFORE**, the Parties agree as follows:

1. The recitals set forth above are incorporated by reference as if fully set forth herein.
2. The Illinois Emergency Management Agency has assigned incident number(s) 2012-0695 to the Release(s).
3. Attached as Exhibit A is a scaled map(s) prepared by the Owner/Operator that shows the Site and surrounding area and delineates the current and estimated future extent of soil and groundwater contamination above the applicable Tier 1 residential remediation objectives as a result of the Release(s).
4. Attached as Exhibit B is a table(s) prepared by the Owner/Operator that lists each contaminant of concern that exceeds its Tier 1 residential remediation objective, its Tier 1 residential remediation objective and its concentrations within the zone where Tier 1 residential remediation objectives are exceeded. The locations of the concentrations listed in Exhibit B are identified on the map(s) in Exhibit A.
5. Attached as Exhibit C is a scaled map prepared by the Owner/Operator showing the area of the Highway Authority’s right-of-way that is governed by this agreement (“Right-of-Way”). Because Exhibit C is not a surveyed plat, the Right of Way boundary may be an approximation of the actual Right-of-Way lines.
6. Because the collection of samples within the Right-of-Way is not practical, the Parties stipulate that, based on modeling, soil and groundwater contamination exceeding Tier 1 residential remediation objectives does not and will not extend beyond the boundaries of the Right-of-Way.
7. The Highway Authority stipulates it has jurisdiction over the Right-of-Way that gives it sole control over the use of the groundwater and access to the soil located within or beneath the Right-of-Way.
8. The Highway Authority agrees to prohibit within the Right-of-Way all potable and domestic uses of groundwater exceeding Tier 1 residential remediation objectives.

9. The Highway Authority further agrees to limit access by itself and others to soil within the Right-of- Way exceeding Tier 1 residential remediation objectives. Access shall be allowed only if human health (including worker safety) and the environment are protected during and after any access. The Highway Authority may construct, reconstruct, improve, repair, maintain and operate a highway upon the Right-of-Way, or allow others to do the same by permit. In addition, the Highway Authority and others using or working in the Right-of-Way under permit have the right to remove soil and groundwater from the Right-of-Way and dispose of the same in accordance with applicable environmental laws and regulations. The Highway Authority agrees to issue all permits for work in the Right-of-Way, and make all existing permits for work in the Right-of-Way, subject to the following or a substantially similar condition:

As a condition of this permit the permittee shall request the office issuing this permit to identify sites in the Right-of-Way where a Highway Authority Agreement governs access to soil that exceeds the Tier 1 residential remediation objectives of 35 Ill. Adm. Code 742. The permittee shall take all measures necessary to protect human health (including worker safety) and the environment during and after any access to such soil.

10. This agreement shall be referenced in the Agency's no further remediation determination issues for the Release(s).
11. The Agency shall be notified of any transfer of jurisdiction over the Right-of-Way at least 30 days prior to the date the transfer takes effect. This agreement shall be null and void upon the transfer unless the transferee agrees to be bound by this agreement as if the transferee were an original party to this agreement. The transferee's agreement to be bound by the terms of this agreement shall be memorialized at the time of transfer in writing ("Rider") that references this Highway Authority Agreement and is signed by the Highway Authority, or subsequent transferor, and the transferee.
12. This agreement shall become effective as a Highway Authority Agreement on the date the Agency issues a no further remediation determination for the Release(s). It shall remain effective as a Highway Authority Agreement until the Right-of-Way is demonstrated to be suitable for unrestricted use and the Agency issues a new no further remediation determination to reflect there is no longer a need for this agreement, or until the agreement is otherwise terminated or voided.
13. In addition to any other remedies that may be available, the Agency may bring suit to enforce the terms of this agreement or may, in its sole discretion, declare this agreement null and void if any of the Parties or any transferee violates any term of this agreement. The Parties or transferee shall be notified in writing of any such declaration.
14. This agreement shall be null and void as a Highway Authority Agreement if a court of competent jurisdiction strikes down any part or provision of the agreement.
15. This agreement supersedes any prior written or oral agreements or understandings between the Parties on the subject matter addressed herein. It may be altered, modified or amended only upon the written consent and agreement of the Parties.
16. Any notices or other correspondence regarding this agreement shall be sent to the Parties at the following addresses:

Manager, Division of Remediation Management
Bureau of Land
Illinois Environmental Protection Agency
P.O. Box 19276
Springfield, IL 62974-9276

If to Owner/Operator:

Midwest Petroleum Company
220 Old Meramec Station Road
Manchester, MO 63021

If to Highway Authority:

City of Belleville
Attn: Mayor Patty Gregory
101 S. Illinois St.
Belleville, IL 62220

And to:

And to:

City of Belleville
Attn: City Engineer
101 S. Illinois St.
Belleville, IL 62220

16. This Agreement is not binding upon the City of Belleville until it is executed by the undersigned representative of the City of Belleville. Prior to execution by the undersigned representative of the City of Belleville this Agreement constitutes an offer by Owner/Operator. The duly authorized representatives of Owner/Operator have signed this Agreement and this Agreement is binding upon them, their successors and assigns.
17. The IEPA must review and approve this Agreement, and this Agreement shall be referenced in the IEPA's "No Further Remediation" determination in the chain of title for the Site in the county where the Site is located. This Agreement shall be null and void as a Highway Authority Agreement should the IEPA not approve it or should it not be referenced in the "No Further Remediation" determination, however that this Agreement shall be effective between the Owner/Operator and the City of Belleville immediately upon signature by their representatives.
18. The Owner/Operator agrees to defend, indemnify and hold harmless the City of Belleville, and other highway authorities, if any, maintaining the highway Right-of-Way by an agreement with the City of Belleville, and the City of Belleville's agents, contractors or employees for all obligations asserted against or costs incurred by them, including reasonable attorney's fees and court costs, associated with the release of Contaminants from the Site, regardless whether said obligations or costs were caused by the negligence, but not the gross negligence, of them.
19. As an additional consideration, Owner/Operator agrees to reimburse City of Belleville for reasonable costs to protect human health and the environment, including, but not limited to, identifying, investigating, handling, storing and disposing of contaminated soil and/or groundwater in the Right-of-Way as a result of the release of contaminants at this Site. It has been determined that the City of Belleville has not incurred any reimbursable costs at the time this Agreement is executed by the undersigned representative of the City of Belleville. If future costs are incurred, a cashier's check made payable to "Treasurer, State of Illinois" shall be tendered to the City of Belleville upon demand by the City of Belleville.
20. Violation of the terms of this Agreement by Owner/Operator, or their successors in interest, may be grounds for avoidance of this Agreement as a Highway Authority Agreement. Violation of the terms of this Agreement by the City of Belleville will not void this Agreement, unless the IEPA has determined that the violation is grounds for voiding this Agreement as a Highway Authority Agreement and the City of Belleville has not cured the violation within such time as IEPA has granted to cure the violation.
21. This Agreement is in settlement of claims the City of Belleville may have arising from the release of Contaminants into the Right-of-Way associated with IEMA incident numbers.

22. Prior to accessing or granting access to the soil as provided in Paragraph 8 herein, the City of Belleville will first give Owner/Operator written notice, unless there is an immediate threat to the health or safety to any individual or to the public, that it intends to perform a site investigation in the Right-of-Way and remove or dispose of contaminated soil or groundwater to the extent necessary for its work. Failure to give notice is not a violation of this Agreement. The removal or disposal shall be based upon the site investigation (which may be modified by field conditions during excavation). A copy of the site investigation report will be provided to Owner/Operator. If practicable, as reasonably determined by the City of Belleville, the City of Belleville may provide Owner/Operator with an opportunity to perform the Site investigation and to remove and dispose of the contaminated soil and/or groundwater necessary for the City of Belleville's work in advance of that work.

The Owner/Operator shall reimburse the reasonable costs incurred by the City of Belleville to perform the site investigation and to dispose of any contaminated soil or groundwater, provided, however, that if notice to Owner/Operator has not been given and there was no immediate threat to health or safety, reimbursement for those costs shall be limited to \$10,000.00. There is a rebuttable presumption that the Contaminants found in the highway Right-of-Way arose from the release of Contaminants from the Site. Should Owner/Operator not reimburse the reasonable costs under the conditions set forth herein, this Agreement shall be null and void, at the City of Belleville's option, upon written notice to Owner/Operator by the City of Belleville that those costs have not been reimbursed. Owner/Operator may cure that problem within twenty working days by making payment, or may seek to enjoin that result.

23. The City of Belleville's sole responsibility under this Agreement with respect to others using the highway Right-of-Way under permit from the City of Belleville is to include the following, or similar language, in the future standard permit provisions and to make an effort to notify its current permit holders of the following:

As a condition of this permit the permitted shall request the office issuing this permit to identify sites in the Right-of-Way where a Highway Authority Agreement governs access to soil that exceeds the Tier 1 residential remediation objectives of 35 Ill. Adm. Code 742. The permittee shall take all measures necessary to protect human health (including worker safety) and the environment during and after any access to such soil.

Owner/Operator hereby releases the City of Belleville from liability for breach of this Agreement by others under permit and agrees to defend and indemnify the City of Belleville against claims that may arise from others under permit causing a breach of this Agreement. Owner/Operator agrees that its personnel, if any, at the Site who are aware of this Agreement will notify anyone they know is excavating in the Right-of-Way about this Agreement.

24. Should the City of Belleville breach this Agreement, Owner/Operator's sole remedy is for an action for damages in the Illinois Court of Claims. Any and all claims for damages against the City of Belleville, its agents, contractors, employees or its successors in interest arising at any time for a breach of paragraphs 7 and 8 of this Agreement are limited to an aggregate maximum of \$20,000.00. No other breach by the City of Belleville, its agents, contractors, employees and its successors in interest of a provision of this Agreement is actionable in either law or equity by Owner/Operator against the City of Belleville or them and Owner/Operator hereby releases the City of Belleville, its agents, contractors, employees and its successors in interest for any cause of action it may have against them, other than as allowed in this paragraph, arising under this Agreement or environmental laws, regulations or common law governing the contaminated soil or groundwater in the highway Right-of-Way. Should the City of Belleville convey, vacate or transfer jurisdiction of that highway Right-of-Way, Owner/Operator may pursue an action under this Agreement against the successors in interest, other than a State agency, in a court of law.

- 25. This Agreement is entered into by the City of Belleville in recognition of laws passed by the General Assembly and regulations adopted by the Pollution Control Board which encourage a tiered-approach to remediating environmental contamination. This Agreement is entered into by the City of Belleville in the spirit of those laws and under its right and obligations as a highway authority.
- 26. Notwithstanding any contrary provision in this Agreement, Owner and Highway Authority understand and agree that Owner remains solely responsible to remedy and cure any and all environmental hazards related to the site, including but not limited to soil and or groundwater contamination, and that Owner shall indemnify and hold harmless Highway Authority from any and all claims, fees, costs and/or expenses associated with and/or concerning such environmental hazards and the remediation of same.

Should any provisions of this Agreement be struck down as beyond the authority of the City of Belleville, however, this Agreement shall be null and void.

IN WITNESS WHEREOF, Owner/Operator, (Midwest Petroleum Company), has caused this Agreement to be signed by its duly authorized representative.

By: _____ Date: _____

IN WITNESS WHEREOF, the City of Belleville has caused this Agreement to be signed by:

City of Belleville

By: _____ Date: _____
Mayor Patty Gregory

ATTEST:

By: _____ Date: _____
Jennifer Meyer, City Clerk

Exhibit B

Midwest Petroleum MPC #32
Site Assessment Data

Early Action Soil

Location	15	16	17	18	19	20	21	22	23	
Date	8/14/2012	8/14/2012	8/14/2012	8/14/2012	8/14/2012	8/14/2012	8/14/2012	8/14/2012	8/14/2012	
Depth	10'	10'	10'	7'	7'	7'	7'	7'	7'	
Parameter	Class I CUO									
Benzene	0.03	0.376	0.219	0.0329	1.09	ND	ND	0.0591	0.0126	0.284
Ethylbenzene	13.0	0.402	2.74	0.14	2.28	ND	ND	0.0655	0.111	16.4
Toluene	12.0	ND	ND	ND	ND	ND	ND	0.0134	ND	ND
Total Xylenes	5.6	ND	1.68	0.254	0.834	ND	ND	0.0815	ND	31.1
MTBE	0.32	ND	ND	ND	ND	ND	ND	0.0266	ND	ND
Acenaphthene	570.0	ND	ND							
Acenaphthylene	15.0	ND	ND							
Anthracene	12,000.0	ND	ND							
Benzo(a)anthracene	0.9	ND	ND	0.0592	ND	ND	ND	ND	ND	ND
Benzo(a)pyrene	0.09	ND	ND	0.0683	ND	ND	ND	ND	ND	ND
Benzo(b)fluoranthene	0.9	ND	ND	0.0809	ND	ND	ND	ND	ND	ND
Benzo(g,h,i)perylene	2,300.0	ND	ND	0.0532	ND	ND	ND	ND	ND	ND
Benzo(k)fluoranthene	9.0	ND	ND	0.0592	ND	ND	ND	ND	ND	ND
Chrysene	88.0	ND	ND	0.0797	ND	ND	ND	ND	ND	ND
Dibenz(a,h)anthracene	0.09	ND	ND							
Fluoranthene	4,300.0	ND	ND							
Fluorene	560.0	ND	ND							
Indeno(1,2,3-cd)pyrene	0.9	ND	ND	0.0524	ND	ND	ND	ND	ND	ND
Naphthalene	1.8	ND	ND							
Phenanthrene	140.0	ND	ND							
Pyrene	2,300.0	ND	ND							

Numbers not bold indicate actual quantities, but
BOLD & SHADING -- Exceeds the TACO Tier
 ND -- Not Detected
 Values in mg/Kg

Midwest Petroleum MPC #32
Site Assessment Data

Early Action Soil

Location	1	2	3	4	5	6	7	8	9	10	11	12	13	14	
Date	8/9/2012	8/9/2012	8/9/2012	8/9/2012	8/10/2012	8/10/2012	8/10/2012	8/10/2012	8/14/2012	8/14/2012	8/14/2012	8/14/2012	8/14/2012	8/14/2012	
Depth	4'	4'	4'	4'	7'	7'	7'	7'	10'	10'	10'	10'	10'	10'	
Parameter	Class I CUO														
Benzene	0.03	ND	ND	ND	0.00546	0.159	ND	3.91	0.112	0.0121	0.00838	0.908	0.877	0.183	0.0281
Ethylbenzene	13.0	ND	ND	ND	0.0536	ND	20.7	0.0915	0.0401	0.0252	11.9	5.49	0.252	0.138	
Toluene	12.0	ND	0.0116	ND	0.00517	ND	0.436	0.00506	ND	ND	0.14	ND	ND	ND	
Total Xylenes	5.6	ND	ND	ND	0.235	ND	63.3	0.0547	0.0323	0.0277	7.7	10.1	0.194	0.266	
MTBE	0.32	ND	ND	ND	ND	ND	ND	0.0785	ND	ND	ND	ND	ND	ND	
Acenaphthene	570.0	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	
Acenaphthylene	15.0	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	
Anthracene	12,000.0	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	
Benzo(a)anthracene	0.9	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	
Benzo(a)pyrene	0.09	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	
Benzo(b)fluoranthene	0.9	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	
Benzo(g,h,i)perylene	2,300.0	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	
Benzo(k)fluoranthene	9.0	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	
Chrysene	88.0	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	
Dibenz(a,h)anthracene	0.09	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	
Fluoranthene	4,300.0	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	
Fluorene	560.0	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	
Indeno(1,2,3-cd)pyrene	0.9	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	
Naphthalene	1.8	ND	ND	ND	ND	ND	ND	2.05	ND	ND	ND	ND	ND	ND	
Phenanthrene	140.0	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	
Pyrene	2,300.0	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	

Numbers not bold indicate actual quantities, but are below the TACO Tier 1 Most Stringent Soil Clean-up Objective.
BOLD & SHADING -- Exceeds the TACO Tier 1 Most Stringent Soil Clean-up Objective.
 ND -- Not Detected
 Values in mg/Kg

**Midwest Petroleum MPC #32
Site Assessment Data**

Stage 1 - Soil

	Location	SB 3 2.5'	SB 3 7.5'	MW 4 2.5'	MW 4 7.5'	SB 4 2.5'	SB 4 7.5'
	Date	11/2/2012	11/2/2012	11/2/2012	11/2/2012	11/2/2012	11/2/2012
	Depth	2.5'	7.5'	2.5'	7.5'	2.5'	7.5'
Parameter	Class I CUO						
Benzene	0.03	0.185	0.031	ND	ND	0.046	0.011
Ethylbenzene	13.0	0.013	0.016	0.016	ND	ND	ND
Toluene	12.0	ND	ND	ND	ND	ND	0.006
Total Xylenes	5.6	ND	ND	ND	ND	ND	ND
MTBE	0.32	0.011	0.012	0.09	ND	0.016	ND
Acenaphthene	570.0	ND	ND	ND	ND	ND	ND
Acenaphthylene	15.0	ND	ND	ND	ND	ND	ND
Anthracene	12,000.0	ND	ND	ND	ND	ND	ND
Benzo(a)anthracene	0.9	ND	ND	ND	ND	ND	ND
Benzo(a)pyrene	0.09	ND	ND	ND	ND	ND	ND
Benzo(b)fluoranthene	0.9	ND	ND	ND	ND	ND	ND
Benzo(g,h,i)perylene	2,300.0	ND	ND	ND	ND	ND	ND
Benzo(k)fluoranthene	9.0	ND	ND	ND	ND	ND	ND
Chrysene	88.0	ND	ND	ND	ND	ND	ND
Dibenz(a,h)anthracene	0.09	ND	ND	ND	ND	ND	ND
Fluoranthene	4,300.0	ND	ND	ND	ND	ND	ND
Fluorene	560.0	ND	ND	ND	ND	ND	ND
Indeno(1,2,3-cd)pyrene	0.9	ND	ND	ND	ND	ND	ND
Naphthalene	1.8	ND	ND	ND	ND	ND	ND
Phenanthrene	140.0	ND	ND	ND	ND	ND	ND
Pyrene	2,300.0	ND	ND	ND	ND	ND	ND
Numbers not bold indicate actual quantities, but							
BOLD & SHADING -- Exceeds the TACO Ti							
ND -- Not Detected							
Values in mg/Kg							

**Midwest Petroleum MPC #32
Site Assessment Data**

Stage 1 - Soil

	Location	MW 1 2.5'	MW 1 7.5'	SB 1 2.5'	SB 1 7.5'	MW 2 2.5'	MW 2 7.5'	SB 2 2.5'	SB 2 7.5'	MW 3 2.5'	MW 3 7.5'
	Date	11/2/2012	11/2/2012	11/2/2012	11/2/2012	11/2/2012	11/2/2012	11/2/2012	11/2/2012	11/2/2012	11/2/2012
	Depth	2.5'	7.5'	2.5'	7.5'	2.5'	7.5'	2.5'	7.5'	2.5'	7.5'
Parameter	Class I CUO										
Benzene	0.03	ND	ND	ND	ND	0.006	ND	ND	ND	ND	0.049
Ethylbenzene	13.0	ND	0.008								
Toluene	12.0	ND	0.008								
Total Xylenes	5.6	ND									
MTBE	0.32	ND	0.01	0.009	0.149						
Acenaphthene	570.0	ND									
Acenaphthylene	15.0	ND									
Anthracene	12,000.0	ND									
Benzo(a)anthracene	0.9	ND									
Benzo(a)pyrene	0.09	ND									
Benzo(b)fluoranthene	0.9	ND									
Benzo(g,h,i)perylene	2,300.0	ND									
Benzo(k)fluoranthene	9.0	ND									
Chrysene	88.0	ND									
Dibenz(a,h)anthracene	0.09	ND									
Fluoranthene	4,300.0	ND									
Fluorene	560.0	ND									
Indeno(1,2,3-cd)pyrene	0.9	ND									
Naphthalene	1.8	ND									
Phenanthrene	140.0	ND									
Pyrene	2,300.0	ND									
Numbers not bold indicate actual quantities, but are below the TACO Tier 1 Most Stringent Soil Clean-up Objective.											
BOLD & SHADING -- Exceeds the TACO Tier 1 Most Stringent Soil Clean-up Objective.											
ND -- Not Detected											
Values in mg/Kg											

**Midwest Petroleum MPC #32
Site Assessment Data**

Stage 3 - Groundwater

Parameter	Location	MW 6	MW 7	MW 8
	Date	3/27/2014	3/27/2014	3/27/2014
Parameter	Class I CUO			
Benzene	0.005	ND	ND	ND
Ethylbenzene	0.7	ND	ND	ND
Toluene	1.0	ND	ND	ND
Total Xylenes	10.0	ND	ND	ND
MTBE	0.07	ND	ND	ND
Acenaphthene	0.42	ND	ND	ND
Acenaphthylene	0.010	ND	ND	ND
Anthracene	2.1	ND	ND	ND
Benzo(a)anthracene	0.00013	ND	ND	ND
Benzo(a)pyrene	0.0002	ND	ND	ND
Benzo(b)fluoranthene	0.00018	ND	ND	ND
Benzo(g,h,i)perylene	0.00076	ND	ND	ND
Benzo(k)fluoranthene	0.00017	ND	ND	ND
Chrysene	0.0015	ND	ND	ND
Dibenz(a,h)anthracene	0.0003	ND	ND	ND
Fluoranthene	0.28	ND	ND	ND
Fluorene	0.28	ND	ND	ND
Indeno(1,2,3-cd)pyrene	0.00043	ND	ND	ND
Naphthalene	0.14	ND	ND	ND
Phenanthrene	0.0064	ND	ND	ND
Pyrene	0.21	ND	ND	ND

Numbers not bold indicate actual quantities, but are below the TACO Tier 1 Most Stringent Soil Clean-up Objective.
BOLD & SHADING -- Exceeds the TACO Tier 1 Most Stringent Soil Clean-up Objective.
 ND -- Not Detected
 values in mg/L

**Midwest Petroleum MPC #32
Site Assessment Data**

Stage 1 - Groundwater

Parameter	Location	MW 1	MW 2	MW 3	MW 4	MW 5*
	Date	11/13/2012	11/13/2012	11/13/2012	11/13/2012	11/13/2012
Parameter	Class I CUO					
Benzene	0.005	0.012	ND	0.09	1.71	9.21
Ethylbenzene	0.7	1.75	0.014	0.302	0.828	5.12
Toluene	1.0	10.5	ND	2.42	0.061	44.2
Total Xylenes	10.0	9.15	0.036	0.742	3.64	17.9
MTBE	0.07	0.024	0.008	0.384	ND	2.4
Acenaphthene	0.42	ND	ND	ND	ND	ND
Acenaphthylene	0.010	ND	ND	ND	ND	ND
Anthracene	2.1	ND	ND	ND	ND	ND
Benzo(a)anthracene	0.00013	ND	ND	ND	ND	ND
Benzo(a)pyrene	0.0002	ND	ND	ND	ND	ND
Benzo(b)fluoranthene	0.00018	ND	ND	ND	ND	ND
Benzo(g,h,i)perylene	0.00076	ND	ND	ND	ND	ND
Benzo(k)fluoranthene	0.00017	ND	ND	ND	ND	ND
Chrysene	0.0015	ND	ND	ND	ND	ND
Dibenz(a,h)anthracene	0.0003	ND	ND	ND	ND	ND
Fluoranthene	0.28	ND	ND	ND	ND	ND
Fluorene	0.28	ND	ND	ND	ND	ND
Indeno(1,2,3-cd)pyrene	0.00043	ND	ND	ND	ND	ND
Naphthalene	0.14	0.044	0.003	0.052	0.211	0.409
Phenanthrene	0.0064	ND	ND	ND	ND	0.001
Pyrene	0.21	ND	ND	ND	ND	ND

Numbers not bold indicate actual quantities, but are below the TACO Tier 1 Most Stringent Soil Clean-up Objective.
BOLD & SHADING -- Exceeds the TACO Tier 1 Most Stringent Soil Clean-up Objective.
 ND -- Not Detected
 values in mg/L
 *Resampled

**Midwest Petroleum MPC #32
Site Assessment Data**

Corrective Action (CA) - Soil

Parameter	Location	SB-5A	SB-5B	SB-6A	SB-6B	SB-7A	SB-7B
	Date	3/10/2017	3/10/2017	3/10/2017	3/10/2017	3/10/2017	3/10/2017
	Depth	2.5'	7.5'	2.5'	7.5'	2.5'	7.5'
Class I CUO							
Benzene	0.03	ND	ND	0.0782	0.189	0.787	1.35
Ethylbenzene	13.0	ND	ND	ND	ND	0.182	0.201
Toluene	12.0	ND	ND	ND	ND	ND	ND
Total Xylenes	5.6	ND	ND	ND	ND	ND	ND
MTBE	0.32	ND	0.0879	ND	0.0651	0.125	0.216
Acenaphthene	570.0	ND	ND	ND	ND	ND	ND
Acenaphthylene	15.0	ND	ND	ND	ND	ND	ND
Anthracene	12,000.0	ND	ND	ND	ND	ND	ND
Benzo(a)anthracene	0.9	ND	ND	ND	ND	ND	ND
Benzo(a)pyrene	0.09	ND	ND	ND	ND	ND	ND
Benzo(b)fluoranthene	0.9	ND	ND	ND	ND	ND	ND
Benzo(g,h,i)perylene	2,300.0	ND	ND	ND	ND	ND	ND
Benzo(k)fluoranthene	9.0	ND	ND	ND	ND	ND	ND
Chrysene	88.0	ND	ND	ND	ND	ND	ND
Dibenz(a,h)anthracene	0.09	ND	ND	ND	ND	ND	ND
Fluoranthene	4,300.0	ND	ND	ND	ND	0.0501	0.119
Fluorene	560.0	ND	ND	ND	ND	ND	ND
Indeno(1,2,3-cd)pyrene	0.9	ND	ND	ND	ND	ND	0.0593
Naphthalene	1.8	ND	ND	ND	ND	ND	ND
Phenanthrene	140.0	ND	ND	ND	ND	ND	0.104
Pyrene	2,300.0	ND	ND	ND	ND	ND	0.0883
Numbers not bold indicate actual quantities, but are below the TACO Tier 1 Most Stringent Soil Clean-up Objective.							
BOLD & SHADING -- Exceeds the TACO Tier 1 Most Stringent Soil Clean-up Objective.							
ND -- Not Detected							
Values in mg/Kg							

**Midwest Petroleum MPC #32
Site Assessment Data**

CA - Soil (2021)

Parameter	Location	WC-1A	SB-9A	SB-9B	SB-8A	SB-8B	SB-10A	SB-10B	SB-11A	SB-11B
	Date	7/14/2021	7/14/2021	7/14/2021	7/14/2021	7/14/2021	7/14/2021	7/14/2021	7/14/2021	7/14/2021
	Depth	7.5'	2.5'	7.5'	2.5'	7.5'	2.5'	7.5'	2.5'	7.5'
Class I CUO										
Benzene	0.03	1.01	0.014	<0.0131	0.0439	0.013	<0.0157	<0.0175	<0.0134	<0.0172
Ethylbenzene	13.0	14.6	0.112	<0.0524	<0.0529	<0.0532	<0.0628	<0.0701	<0.0538	<0.0687
Toluene	12.0	8.79	<0.0532	<0.0524	<0.0529	<0.0532	<0.0628	<0.0701	<0.0538	<0.0687
Total Xylenes	5.6	46.9	0.343	<0.105	<0.106	<0.106	<0.126	<0.140	<0.108	<0.137
MTBE	0.32	<0.0402	<0.0532	<0.0524	<0.0529	<0.0532	<0.0628	<0.0701	<0.0538	<0.0687
Acenaphthene	570.0	<0.0500	<0.0502	<0.0507	<0.0499	<0.0500	<0.0501	<0.0500	<0.0510	<0.0496
Acenaphthylene	15.0	<0.0500	<0.0502	<0.0507	<0.0499	<0.0500	<0.0501	<0.0500	<0.0510	<0.0496
Anthracene	12,000.0	<0.0500	<0.0502	<0.0507	<0.0499	<0.0500	<0.0501	<0.0500	<0.0510	<0.0496
Benzo(a)anthracene	0.9	<0.0500	<0.0502	<0.0507	<0.0499	<0.0500	<0.0501	<0.0500	<0.0510	<0.0496
Benzo(a)pyrene	0.09	<0.0500	<0.0502	<0.0507	<0.0499	<0.0500	<0.0501	<0.0500	<0.0510	<0.0496
Benzo(b)fluoranthene	0.9	<0.0500	<0.0502	<0.0507	<0.0499	<0.0500	<0.0501	<0.0500	<0.0510	<0.0496
Benzo(g,h,i)perylene	2,300.0	<0.0500	<0.0502	<0.0507	<0.0499	<0.0500	<0.0501	<0.0500	<0.0510	<0.0496
Benzo(k)fluoranthene	9.0	<0.0500	<0.0502	<0.0507	<0.0499	<0.0500	<0.0501	<0.0500	<0.0510	<0.0496
Chrysene	88.0	<0.0500	<0.0502	<0.0507	<0.0499	<0.0500	<0.0501	<0.0500	<0.0510	<0.0496
Dibenz(a,h)anthracene	0.09	<0.0500	<0.0502	<0.0507	<0.0499	<0.0500	<0.0501	<0.0500	<0.0510	<0.0496
Fluoranthene	4,300.0	<0.0500	<0.0502	<0.0507	<0.0499	<0.0500	<0.0501	<0.0500	<0.0510	<0.0496
Fluorene	560.0	<0.0500	<0.0502	<0.0507	<0.0499	<0.0500	<0.0501	<0.0500	<0.0510	<0.0496
Indeno(1,2,3-cd)pyrene	0.9	<0.0500	<0.0502	<0.0507	<0.0499	<0.0500	<0.0501	<0.0500	<0.0510	<0.0496
Naphthalene	1.8	0.450	<0.0502	<0.0507	<0.0499	<0.0500	<0.0501	<0.0500	<0.0510	<0.0496
Phenanthrene	140.0	<0.0500	<0.0502	<0.0507	<0.0499	<0.0500	<0.0501	<0.0500	<0.0510	<0.0496
Pyrene	2,300.0	<0.0500	<0.0502	<0.0507	<0.0499	<0.0500	<0.0501	<0.0500	<0.0510	<0.0496
Numbers not bold indicate actual quantities, but are below the TACO Tier 1 Most Stringent Soil Clean-up Objective.										
BOLD & SHADING -- Exceeds the TACO Tier 1 Most Stringent Soil Clean-up Objective.										
Results are in mg/Kg										

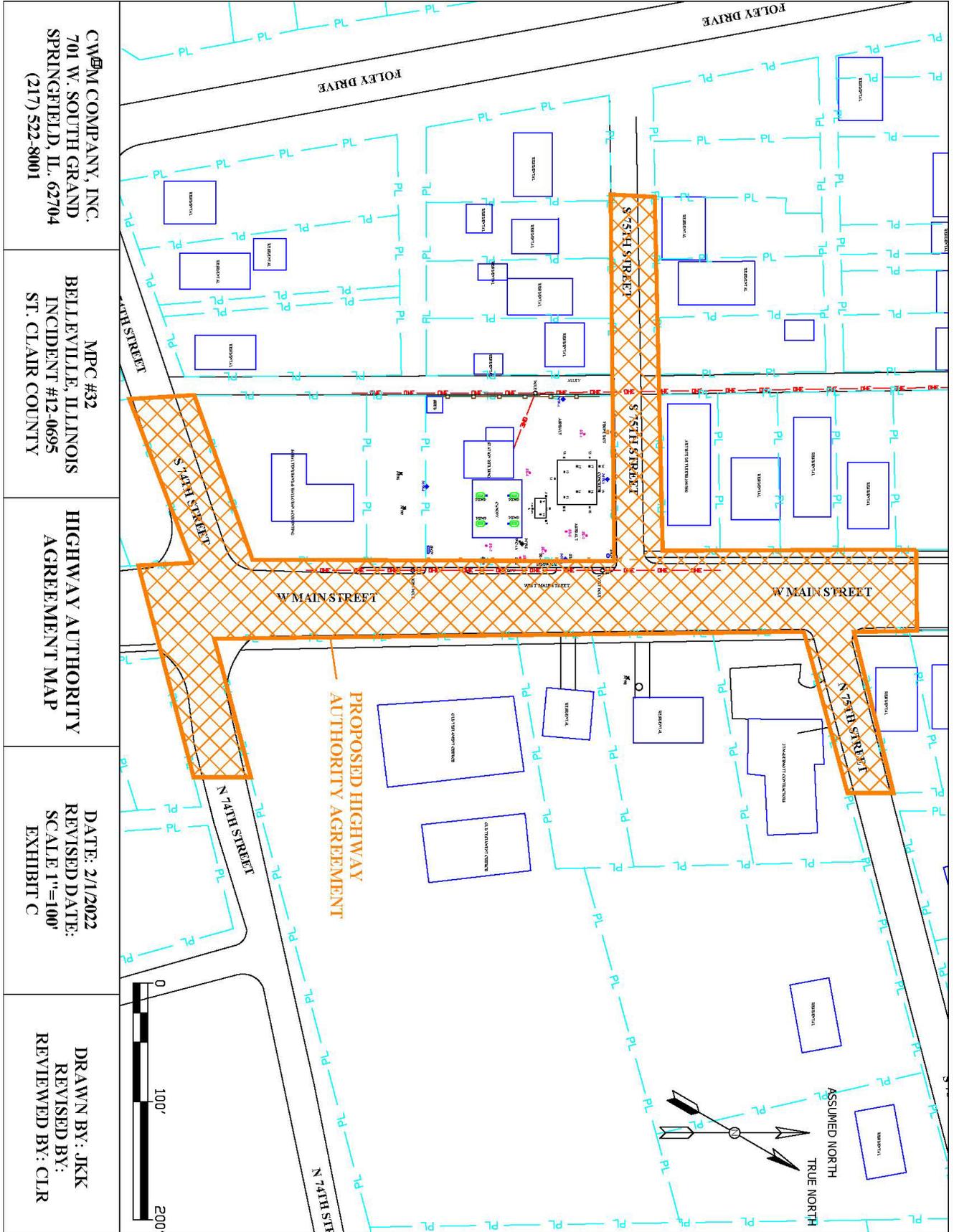
Midwest Petroleum MPC #32
Site Assessment Data

CA - Groundwater (2021)

	Location	MW-5				
	Date	7/14/2021				
Parameter	Class I CUO					
Benzene	0.005	<0.00100				
Ethylbenzene	0.7	<0.00100				
Toluene	1.0	0.0385				
Total Xylenes	10.0	2.24				
MTBE	0.07	0.397				
Acenaphthene	0.42	0.000712				
Acenaphthylene	0.010	0.000236				
Anthracene	2.1	0.000834				
Benzo(a)anthracene	0.00013	0.00127				
Benzo(a)pyrene	0.0002	0.00262				
Benzo(b)fluoranthene	0.00018	0.00504				
Benzo(g,h,i)perylene	0.00076	0.00572				
Benzo(k)fluoranthene	0.00017	0.00164				
Chrysene	0.0015	0.00296				
Dibenz(a,h)anthracene	0.0003	0.000780				
Fluoranthene	0.28	0.00522				
Fluorene	0.28	0.00117				
Indeno(1,2,3-cd)pyrene	0.00043	0.00432				
Naphthalene	0.14	0.207				
Phenanthrene	0.0064	0.0026				
Pyrene	0.21	0.00335				
Numbers not bold indicate actual quantities, but are below the TACO Tier 1 Most Stringent Soil Clean-up Objective.						
BOLD & SHADING -- Exceeds the TACO Tier 1 Most Stringent Soil Clean-up Objective.						
ND -- Not Detected						
values in mg/L						

DRAFT

Exhibit C



CWM COMPANY, INC.
701 W. SOUTH GRAND
SPRINGFIELD, IL, 62704
(217) 522-8001

MPC #32
BELLEVILLE, ILLINOIS
INCIDENT #12-0695
ST. CLAIR COUNTY

HIGHWAY AUTHORITY
AGREEMENT MAP

DATE: 2/1/2022
REVISED DATE:
SCALE 1"=100'
EXHIBIT C

DRAWN BY: JKK
REVISED BY:
REVIEWED BY: CLR

DEVELOPMENT AGREEMENT
(~~AS AMENDED~~ SECOND AMENDMENT)

This amended agreement made this 21st-2nd day of ~~December, 2020~~ May, 2022 by and between the City of Belleville, Illinois (the "City") and **Tygracon Properties, Inc.** ("**Tygracon Properties, Inc.**");

WITNESSETH:

WHEREAS, Tygracon Properties, Inc. intends on investing a minimum of \$1,800,000.00 to complete the acquisition and remodeling of the existing facility located at 300 East Main Street in Belleville (the "Project"), and;

WHEREAS, the parties have reached an agreement in order to set forth the terms upon which the City would provide certain economic incentives for the Project, and;

Responsibilities of the City of Belleville

1. Provide \$15,000.00 in TIF 17 funds annually for four (4) years, and;
2. Complete ADA sidewalk improvements on east side of the first block of South Church St. (estimated cost \$16,000.00), and; ~~(Completed)~~
3. Pave and share maintenance of parking lots on parcel 08-22.0-340-025 and 08-22.0-340-017 (estimated cost \$24,000.00), and; ~~(Completed)~~
4. Rebate 70% of incremental property taxes directly related to improvements for eight (8) years or the end of the original life of TIF #17/East Main Street (Tax year 2028), whichever occurs first, and;
5. Lease and allow signage for twelve (12) parking spaces in the City owned parking garage located at South Church St. and East Washington St. to Tygracon Properties, Inc. for residential tenants, and;
6. Provide easement on City owned parcel 08-22.0-340-018 (or any subsequent parcel ID) for expansion of the parking lot located on parcel 08-22.0-340-017 (or any subsequent parcel ID).

Responsibilities of Tygracon Properties, Inc.

- A. Invest no less than \$1,800,000.00 at 300 East Main St. limited to the purchase and remodeling of the existing facility, including new windows and other façade improvements, to house twelve (12) market rate apartments on the upper floors, no later than ~~twelve (12) months from the date of this amendment~~ December 31, 2022, and;
- B. Make a reasonable effort to gain tenant(s) for first floor commercial space, and; ~~(Completed)~~
- C. Bury electric line at rear of building, pending approvals of Ameren-Illinois, and;
- D. Construct outdoor common space for residents , and;
- E. Allow for public parking on half of the parking lot located on parcel 08-22.0-340-017 (or any subsequent parcel ID) between the hours of 6:00 p.m. and 6:00 a.m. on weekdays and all day on Saturday and Sunday, and;
- F. Tygracon Properties, Inc. and any heirs and/or successors shall remain and operate at the site for no less than twenty (20) years, and;
- G. Compliance with all existing and applicable Federal, State, County and Local laws and ordinances.

Penalties

In the event that **Tygracon Properties, Inc.** fails to meet its obligations under Sections (A), (B), (C), (D), (E), (F) or (G) of the section entitled "**Responsibilities of Tygracon Properties, Inc.**" of the Development Agreement (as amended), all public funds provided under (1), (2), (3), (4), (5), and (6) 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 **Tygracon Properties, Inc.** 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 **Tygracon Properties, Inc.**".
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 **Tygracon Properties, Inc.**". 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 **Tygracon Properties, Inc.**".

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

By: _____
MAYOR

ATTEST: _____
CITY CLERK

Tygracon Properties, Inc.
P.O. Box 644
Columbia, IL 62236

By: _____
Karl T. Gilpin, President

**DEVELOPMENT AGREEMENT
(AS AMENDED)**

This amended agreement made this ~~5th~~^{2nd} day of ~~August, 2019~~^{May, 2022} by and between the City of Belleville, Illinois (the "City") and **Tygracon Properties, Inc.** ("**Tygracon Properties, Inc.**"):

WITNESSETH:

WHEREAS, Tygracon Properties, Inc. intends on investing a minimum of \$190,000.00 to complete the acquisition and remodeling of the existing residential duplex located at 710-712 East 'D' Street in Belleville (the "Project"), and;

WHEREAS, the parties have reached an agreement in order to set forth the terms upon which the City would provide certain economic incentives for the Project, and;

Responsibilities of the City of Belleville

1. Sell the property located at 710-712 East 'D' Street (parcel 08-22.0-311-023) for the sum of \$1.00 to Tygracon Properties, Inc.; and, (Completed)
2. Reimburse Tygracon Properties, Inc. \$10,000.00 in remodeling costs for the Project upon receipt of costs incurred.

Responsibilities of Tygracon Properties, Inc.

- A. Purchase the property located at 710-712 East 'D' Street (parcel 08-22.0-311-023) from the City of Belleville for the sum of \$1.00, and; (Completed)
- B. Return the property to the City of Belleville in the event the project it not completed ~~within twenty-four (24) months of the date of this agreement~~^{by December 31, 2022}, and;
- C. Invest no less than \$190,000.00 at 710-712 East 'D' Street (parcel 08-22.0-311-023) including but not limited to the purchase and remodeling of the existing residential duplex, no later than ~~twenty-four (24) months after closing on the property~~^{December 31, 2022}, and;
- D. Commit to maintain the appearance of the entire property in compliance with City codes and ordinances, including but not limited to landscaping/weeds/grass, fencing, trash, etc., and;
- E. Tygracon Properties, Inc. and any heirs and/or successors shall own and maintain the property for no less than ten (10) years, and;
- F. Compliance with all existing and applicable Federal, State, County and Local laws and ordinances.

Penalties

In the event that **Tygracon Properties, Inc.** fails to meet its obligations under Sections (A), (B), (C), (D), (E) or (F) of the section entitled "**Responsibilities of Tygracon Properties, Inc.**" of the Development Agreement, all public funds provided under (2) 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. 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.
5. 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.
6. 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).
7. Superseder. This Agreement supersedes and replaces any and all prior agreements and understandings between the City and **Tygracon Properties, Inc.** with respect to the subject matter hereof.
8. 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 **Tygracon Properties, Inc.**".

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

By: _____
MAYOR

ATTEST: _____
CITY CLERK

Tygracon Properties, Inc.
P.O. Box 644
Columbia, IL 62236

By: _____
Karl T. Gilpin, President

**DEVELOPMENT AGREEMENT
(AS AMENDED)**

This amended agreement made this ~~16th~~^{2nd} day of ~~March~~^{May}, ~~2020~~²⁰²² by and between the City of Belleville, Illinois (the "City") and **Tygracon Properties, Inc.** ("Tygracon Properties, Inc.");

WITNESSETH:

WHEREAS, Tygracon Properties, Inc. intends on investing a minimum of \$165,000.00 to complete the acquisition and remodeling of the existing single-family residential home located at 500 Park Avenue in Belleville (the "Project"), and;

WHEREAS, the parties have reached an agreement in order to set forth the terms upon which the City would provide certain economic incentives for the Project, and;

Responsibilities of the City of Belleville

1. Sell the property located at 500 Park Avenue (parcel 08-24.0-202-001) for the sum of \$1.00 to Tygracon Properties, Inc., and; ~~(Completed)~~
2. Provide clean title to the property located at 500 Park Avenue (parcel 08-24.0-202-001) at the time of closing or reimburse Tygracon Properties, Inc. for the cost of removing any liens that exist on the property; and, ~~(Completed)~~
3. Reimburse Tygracon Properties, Inc. \$25,000.00 in remodeling costs for the Project upon receipt of costs incurred, and;
4. Demolish and remove existing garage and clean lot of debris prior to closing on the property, and; ~~(Completed)~~
5. Remove scrub trees and grind existing tree stumps prior to closing on the property, and; ~~(Completed)~~
6. Trim existing tree(s) that are encroaching on power lines prior to closing on the property, and; ~~(Completed)~~
7. Install handicap accessible crosswalk ramp at the northeast corner of Park Avenue and East Monroe Street subject to completion of Item D under Responsibilities of Tygracon Properties, Inc., and;
8. Make a good faith effort to fill existing cistern on the property. ~~(Completed)~~

Responsibilities of Tygracon Properties, Inc.

- A. Purchase the property located at 500 Park Avenue (parcel 08-24.0-202-001) from the City of Belleville for the sum of \$1.00, and; ~~(Completed)~~
- B. Return the property to the City of Belleville in the event the project it not completed ~~within twenty-four (24) months of the date of this agreement~~ ~~by June 30, 2023~~, and;
- C. Invest no less than \$165,000.00 at 500 Park Avenue (parcel 08-24.0-202-001) including but not limited to the purchase and remodeling of the existing single-family residential home, no later than ~~twenty-four (24) months after closing on the property~~ ~~June 30, 2023~~, and;
- D. Replace existing sidewalk on the East Monroe Street portion of the property; and,
- E. Commit to maintain the appearance of the entire property in compliance with City codes and ordinances, including but not limited to landscaping/weeds/grass, fencing, trash, etc., and;
- F. Tygracon Properties, Inc. and any heirs and/or successors shall own and maintain the property as a single-family residence for no less than ten (10) years, and;
- G. Compliance with all existing and applicable Federal, State, County and Local laws and ordinances.

Penalties

In the event that **Tygracon Properties, Inc.** fails to meet its obligations under Sections (A), (B), (C), (D), (E), (F) or (G) of the section entitled "Responsibilities of **Tygracon Properties, Inc.**" of the Development Agreement, all public funds provided under ~~(23)~~ 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. 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.
5. 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.
6. 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).
7. Supersedes. This Agreement supersedes and replaces any and all prior agreements and understandings between the City and **Tygracon Properties, Inc.** with respect to the subject matter hereof.
8. 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 **Tygracon Properties, Inc.**".

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

By: _____
 MAYOR

ATTEST: _____
 CITY CLERK

Tygracon Properties, Inc.
 P.O. Box 644
 Columbia, IL 62236

By: _____
 Karl T. Gilpin, President

**DEVELOPMENT AGREEMENT
(AS AMENDED)**

This amended agreement made this ~~19th~~^{2nd} day of ~~July, 2024~~^{May, 2022} by and between the City of Belleville, Illinois (the "City") and **Tropical Breeze Cafe ("Tropical Breeze Cafe")**:

WITNESSETH:

WHEREAS, Tropical Breeze Cafe intends on investing a minimum of \$123,000.00 to complete the remodeling of the existing facility located at 4901 West Main St. in Belleville (the "Project"), and;

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

Responsibilities of the City of Belleville

1. Reimburse Tropical Breeze Cafe \$10,000.00 in TIF #3 funds for remodeling of the existing facility located at 4901 West Main St. for a cafe, after receipt of documentation of eligible costs incurred.

Responsibilities of Tropical Breeze Cafe

- A. Invest no less than \$123,000.00 for the remodeling of the existing building located at 4901 West Main St. no later than ~~December 31, 2024~~^{July 31, 2022}, and;
- B. Create six (6) FTE jobs within the first year of operation, and;
- C. Creation two (2) additional FTE job within the first year of operation, and;
- D. Commit to annual sales subject to sales tax of no less than \$352,000.00, and;
- E. Tropical Breeze Cafe and any heirs and/or successors shall remain and operate at the site for no less than five (5) years, and;
- F. Compliance with all existing and applicable Federal, State, County and Local laws and ordinances.

Penalties

In the event that **Tropical Breeze Cafe** fails to meet its obligations under Sections (A), (B), (C), (D), (E) or (F) of the section entitled "Responsibilities of **Tropical Breeze Cafe**" 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 **Tropical Breeze Café** 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 **Tropical Breeze Cafe**".
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 **Tropical Breeze Cafe**". 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 **Tropical Breeze Cafe**".

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

By: _____
MAYOR

ATTEST: _____
CITY CLERK

Tropical Breeze Cafe
4901 West Main St.
Belleville, IL 62226

By: _____
Sandra Crockett, Managing Member

AGREEMENT
BETWEEN
THE DEPARTMENT OF THE ARMY
AND
THE CITY OF BELLEVILLE, ILLINOIS,
FOR
DESIGN AND CONSTRUCTION ASSISTANCE
FOR THE
BELLEVILLE, ILLINOIS, EAST CREEK SEWER SEPARATION PROJECT

THIS AGREEMENT is entered into this ___ day of _____, _____, by and between the Department of the Army (hereinafter the “Government”), represented by the District Commander for St. Louis District (hereinafter the “District Commander”) and the City of Belleville, Illinois (hereinafter the “Non-Federal Sponsor”), represented by its Mayor.

WITNESSETH, THAT:

WHEREAS, the provision of design and construction assistance for the non-Federal project for Madison and St. Clair Counties, Illinois, at the City of Belleville, Illinois, was authorized by Section 219(f)(55) of the Water Resources Development Act of 1992, Public Law 102-580, as amended;

WHEREAS, the Government will provide design and construction assistance by undertaking increment(s) of work, as defined in Article I.A. of this Agreement;

WHEREAS, Section 219(b) of the Water Resources Development Act of 1992, Public Law 102-580, as amended, specifies applicable cost-sharing requirements; and

WHEREAS, the Government and the Non-Federal Sponsor have the full authority and capability to perform in accordance with the terms of this Agreement and acknowledge that this Agreement shall be enforceable in the appropriate district court of the United States.

NOW, THEREFORE, the parties agree as follows:

ARTICLE I - DEFINITIONS

A. The term “increment of work” means design and construction of features, as generally described in a Letter Report, and approved by the District Commander for the St. Louis District. The initial increment of work consists of separation, construction, and rehabilitation of sanitary and storm sewers and related appurtenant works, as generally described in the Letter Report for Section 219 Environmental Infrastructure Assistance Project Letter Report for Phase 1 of Belleville, Illinois, East Creek Sewer Separation Project, dated November 2021 and approved by the District Commander for the St. Louis District on December 10, 2021. Each additional increment of work, if any, will be described in a separate Letter Report, which will specify the

amount of Federal funds available for such work. In the event of a conflict between this Agreement and a Letter Report, this Agreement will control.

B. The term “HTRW” means hazardous, toxic, and radioactive wastes, which includes any material listed as a “hazardous substance” (See 42 U.S.C. 9601(14)) regulated under the Comprehensive Environmental Response, Compensation, and Liability Act (hereinafter “CERCLA”) (42 U.S.C. 9601-9675) and any other regulated material in accordance with applicable laws and regulations.

C. The term “construction costs” means all costs incurred by the Government and Non-Federal Sponsor in accordance with the terms of this Agreement that are directly related to design and construction of an increment of work and cost shared. The term includes, but is not necessarily limited to: the Government’s costs of engineering, design, including preparation of Letter Reports and conducting environmental compliance activities, and construction; the Government’s supervision and administration costs; the Non-Federal Sponsor’s creditable costs for providing real property interests, relocations, and in-kind contributions, if any; and the costs of historic preservation activities except for data recovery for historic properties, if any. The term does not include any costs for operation and maintenance; HTRW cleanup and response; dispute resolution; participation by the Government and the Non-Federal Sponsor in the Coordination Team to discuss significant issues and actions; audits; betterments; or the Non-Federal Sponsor’s cost of negotiating this Agreement.

D. The term “real property interests” means lands, easements, and rights-of-way, including those required for relocations and borrow and dredged material placement areas. Acquisition of real property interests may require the performance of relocations.

E. The term “relocation” means the provision of a functionally equivalent facility to the owner of a utility, cemetery, highway, railroad, or public facility when such action is required in accordance with applicable legal principles of just compensation. Providing a functionally equivalent facility may include the alteration, lowering, raising, or replacement and attendant demolition of the affected facility or part thereof.

F. The term “in-kind contributions” means those services or materials provided by the Non-Federal Sponsor after the date of approval of the Letter Report for the increment of work that are identified as being integral to the design or construction of that increment of work, and approved in writing, by the Division Commander for Mississippi Valley Division (hereinafter the “Division Commander”). To be integral, the service or material must be part of work that the Government would otherwise have undertaken for design or construction of that increment of work. The in-kind contributions also include any initial investigations performed by the Non-Federal Sponsor to identify the existence and extent of any HTRW that may exist in, on, or under real property interests required for an increment of work; however, it does not include HTRW cleanup and response.

G. The term “betterments” means a difference in design or construction of an increment of work that results from the application of standards that the Government determines exceed those that the Government would otherwise apply to design or construction of that work.

H. The term “fiscal year” means one year beginning on October 1st and ending on September 30th of the following year.

ARTICLE II - OBLIGATIONS OF THE PARTIES

A. In accordance with Federal laws, regulations, and policies, the Government shall design and construct each increment of work using funds appropriated by the Congress and funds provided by the Non-Federal Sponsor. If after completion of the design portion of an increment of work, the parties mutually agree in writing not to proceed with construction of that increment of work, the parties shall conclude their activities relating to that increment of work and proceed to a final accounting in accordance with Article VI.E. In carrying out its obligations under this Agreement, the Non-Federal Sponsor shall comply with all requirements of applicable Federal laws and implementing regulations.

B. The amount of Federal funds for each increment of work is limited to the amount identified in the Letter Report for that increment of work, with the Non-Federal Sponsor responsible for all costs in excess of that amount.

C. The Non-Federal Sponsor shall contribute for each increment of work at least 25 percent of construction costs, as follows:

1. In accordance with Article III, the Non-Federal Sponsor shall provide the real property interests and relocations required for construction and operation and maintenance of each increment of work.

2. If providing in-kind contributions for an increment of work, the Non-Federal Sponsor shall obtain all applicable licenses and permits necessary for such work. The Non-Federal Sponsor shall begin operation and maintenance as functional portions of such work are completed. Upon completion of the work, the Non-Federal Sponsor shall so notify the Government within 30 calendar days and provide the Government with a copy of as-built drawings for the work.

3. After considering the estimated amount of credit that will be afforded to the Non-Federal Sponsor pursuant to paragraphs C.1. and C.2., above, the Government shall determine the estimated amount of funds required from the Non-Federal Sponsor to meet its minimum 25 percent cost share for the then-current fiscal year. No later than 60 calendar days after receipt of notification from the Government, the Non-Federal Sponsor shall provide the full amount of such required funds to the Government in accordance with Article VI.

4. No later than August 1st prior to each subsequent fiscal year, the Government shall provide the Non-Federal Sponsor with a written estimate of the full amount of funds required from the Non-Federal Sponsor during that fiscal year to meet its cost share. No later than September 1st prior to that fiscal year, the Non-Federal Sponsor shall provide the full amount of such required funds to the Government in accordance with Article VI.

5. If all Federal funds available for an increment of work will be exhausted prior to completion of such work, the Government shall notify the Non-Federal Sponsor of the full amount of funds required to complete the increment of work, and the Non-Federal Sponsor shall provide the full amount of such required funds to the Government in accordance with Article VI within 60 days of such notification or shall complete such work as in-kind contributions in accordance with paragraph C.2. above.

D. To the extent practicable and in accordance with Federal law, regulations, and policies, the Government shall afford the Non-Federal Sponsor the opportunity to review and comment on solicitations for contracts, including relevant plans and specifications, prior to the Government's issuance of such solicitations; proposed contract modifications, including change orders; and contract claims prior to resolution thereof. Ultimately, the contents of solicitations, award of contracts, execution of contract modifications, and resolution of contract claims shall be exclusively within the control of the Government.

E. The Government, as it determines necessary, shall undertake actions associated with historic preservation, including, but not limited to, the identification and treatment of historic properties as those properties are defined in the National Historic Preservation Act (NHPA) of 1966, as amended. All costs incurred by the Government for such work (including the mitigation of adverse effects other than data recovery) shall be included in construction costs and shared in accordance with the provisions of this Agreement. If historic properties are discovered during construction and the effect(s) of construction are determined to be adverse, strategies shall be developed to avoid, minimize, or mitigate these adverse effects. In accordance with 54 U.S.C. 312507, up to 1 percent of the total amount available for each increment of work may be applied toward data recovery of historic properties and such costs shall be borne entirely by the Government. In the event that costs associated with data recovery of historic properties exceed 1 percent of the total amount authorized to be appropriated for each increment of work, in accordance with 54 U.S.C. 312508, the Government will seek a waiver from the 1 percent limitation under 54 U.S.C. 312507 and upon receiving the waiver, will proceed with data recovery at full federal expense. Nothing in this Agreement shall limit or otherwise prevent the Non-Federal Sponsor from voluntarily contributing costs associated with data recovery that exceed 1 percent.

F. When the District Commander determines that construction of an increment of work is complete, within 30 calendar days of such determination, the District Commander shall so notify the Non-Federal Sponsor in writing. The Non-Federal Sponsor is responsible for operation and maintenance of such increment of work, at no cost to the Government. The Government shall furnish the Non-Federal Sponsor with a copy of the as-built drawings for the completed work.

G. The Non-Federal Sponsor shall not use Federal program funds to meet any of its obligations under this Agreement unless the Federal agency providing the funds verifies in writing that the funds are authorized to be used for the increment of work. Federal program funds are those funds provided by a Federal agency, plus any non-Federal contribution required as a matching share therefor.

H. In addition to the ongoing, regular discussions of the parties, the Government and the Non-Federal Sponsor may establish a Coordination Team to discuss significant issues or actions. Neither the Government's nor the Non-Federal Sponsor's costs for participation on the Coordination Team shall be included in construction costs for cost-sharing purposes.

I. The Non-Federal Sponsor may request in writing that the Government perform betterments on behalf of the Non-Federal Sponsor. Each request shall be subject to review and written approval by the Division Commander. If the Government agrees to such request, the Non-Federal Sponsor must provide funds sufficient to cover the costs of the betterments in advance of the Government performing the work. In addition, the Non-Federal Sponsor is responsible for providing the real property interests and relocations required for construction, operation, and maintenance of such work at no cost to the Government. No later than 60 calendar days of receiving written notice from the Government of the costs of betterments, the Non-Federal Sponsor shall make the full amount of such required funds available to the Government by delivering a check payable to "FAO, USAED, St. Louis (B3)" to the District Commander, or by providing an Electronic Funds Transfer of such funds in accordance with procedures established by the Government. If at any time the Government determines that additional funds are required to cover such costs, the Non-Federal Sponsor shall provide those funds within 30 calendar days from receipt of written notice from the Government. If the Government determines that funds provided by the Non-Federal Sponsor exceed the amount required for the Government to complete such work, the Government shall refund any remaining unobligated amount.

ARTICLE III - REAL PROPERTY INTERESTS, RELOCATIONS, AND COMPLIANCE WITH PUBLIC LAW 91-646, AS AMENDED

A. The Government, after consultation with the Non-Federal Sponsor, shall determine the real property interests required for construction, operation, and maintenance of each increment of work. The Government shall provide the Non-Federal Sponsor with general written descriptions, including maps as appropriate, of the real property interests that the Government determines the Non-Federal Sponsor must provide for construction, operation, and maintenance of such work, and shall provide the Non-Federal Sponsor with a written notice to proceed with acquisition. The Non-Federal Sponsor shall acquire the real property interests and shall provide the Government with authorization for entry thereto in accordance with the Government's schedule for construction of such work. The Non-Federal Sponsor shall ensure that real property interests provided for such work are retained in public ownership and, in accordance with Article IV.A., that the real property interests are investigated and that HTRW does not exist in, on, or under the real property interests.

B. The Government, after consultation with the Non-Federal Sponsor, shall determine the relocations required for construction, operation, and maintenance of each increment of work and shall provide the Non-Federal Sponsor with general written descriptions, including maps as appropriate, of such relocations and shall provide the Non-Federal Sponsor with a written notice to proceed with such relocations. The Non-Federal Sponsor shall perform or ensure the

performance of these relocations in accordance with the Government's construction schedule for such work.

C. As required by Sections 210 and 305 of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Public Law 91-646, as amended (42 U.S.C. 4630 and 4655), and Section 24.4 of the Uniform Regulations contained in 49 C.F.R. Part 24, the Non-Federal Sponsor assures that (1) fair and reasonable relocation payments and assistance shall be provided to or for displaced persons, as are required to be provided by a Federal agency under Sections 4622, 4623 and 4624 of Title 42 of the U.S. Code; (2) relocation assistance programs offering the services described in Section 4625 of Title 42 of the U.S. Code shall be provided to such displaced persons; (3) within a reasonable period of time prior to displacement, comparable replacement dwellings will be available to displaced persons in accordance with Section 4625(c)(3) of Title 42 of the U.S. Code; (4) in acquiring real property, the Non-Federal Sponsor will be guided, to the greatest extent practicable under State law, by the land acquisition policies in Section 4651 and the provision of Section 4652 of Title 42 of the U.S. Code; and (5) property owners will be paid or reimbursed for necessary expenses as specified in Sections 4653 and 4654 of Title 42 of the U.S. Code.

ARTICLE IV - HTRW

A. The Non-Federal Sponsor shall be responsible for undertaking any investigations to identify the existence and extent of any HTRW regulated under applicable law, that may exist in, on, or under real property interests for construction, operation, and maintenance of each increment of work.

B. In the event it is discovered that HTRW exists in, on, or under any of the required real property interests needed for construction, operation, and maintenance of an increment or work, within 15 calendar days of such discovery, the Non-Federal Sponsor and the Government, in addition to providing any other notice required by applicable law, shall provide written notice to each other. If HTRW is discovered prior to acquisition, the Non-Federal Sponsor shall not proceed with the acquisition of such real property interests until the parties agree that the Non-Federal Sponsor should proceed. If HTRW is discovered after acquisition of the real property interests, no further activities on that increment of work shall proceed until the parties agree on an appropriate course of action.

C. If HTRW is found to exist in, on, or under any required real property interests, the parties shall consider any liability that might arise under applicable law and determine whether to initiate construction, or if already initiated, whether to continue construction, suspend construction, or terminate construction.

1. Should the parties initiate or continue construction, the Non-Federal Sponsor shall be solely responsible, as between the Government and the Non-Federal Sponsor, for the performance and costs of cleanup and response of the HTRW, including the costs of any studies and investigations necessary to determine an appropriate response to the contamination. Such costs shall be paid by the Non-Federal Sponsor without reimbursement or credit by the

Government. In no event will the Government proceed with that construction before the Non-Federal Sponsor has completed the required cleanup and response actions.

2. In the event the parties cannot reach agreement on how to proceed or the Non-Federal Sponsor fails to discharge its responsibilities under this Article upon direction by the Government, the Government may suspend or terminate construction, but may undertake any actions it determines necessary to avoid a release of such HTRW with the Non-Federal Sponsor responsible for such costs without credit or reimbursement by the Government.

D. In the event of a discovery, the Non-Federal Sponsor and the Government shall initiate consultation with each other within 15 calendar days in an effort to ensure that responsible parties bear any necessary cleanup and response costs as required by applicable law. Any decision made pursuant to this Article shall not relieve any third party from any HTRW liability that may arise under applicable law.

E. To the maximum extent practicable, the Government and Non-Federal Sponsor shall perform their responsibilities under this Agreement in a manner that will not cause HTRW liability to arise under applicable law.

F. As between the Government and the Non-Federal Sponsor, the Non-Federal Sponsor shall be considered the owner and operator of each increment of work for purposes of CERCLA liability or other applicable law.

ARTICLE V - CREDIT FOR REAL PROPERTY INTERESTS, RELOCATIONS, AND CREDIT FOR IN-KIND CONTRIBUTIONS

A. The Government and the Non-Federal Sponsor agree that the Non-Federal Sponsor's costs that are eligible for inclusion in the construction costs for an increment of work and credited towards the Non-Federal Sponsor's share of such costs shall be determined in accordance with the following procedures, requirements, and conditions and shall be subject to audit in accordance with Article X.B. to determine reasonableness, allocability, and allowability of costs.

1. Real Property Interests.

a. General Procedure. The Government shall include in construction costs and credit towards the Non-Federal Sponsor's share of such costs the value of required real property interests acquired from private owners after the date of approval of the Letter Report for an increment of work except that the value of real property interests donated to the Non-Federal Sponsor are not eligible for credit. The Non-Federal Sponsor shall obtain, for each creditable real property interest, an appraisal of the fair market value of such interest that is prepared by a qualified appraiser who is acceptable to the parties. Subject to valid jurisdictional exceptions, the appraisal shall conform to the Uniform Standards of Professional Appraisal Practice. The appraisal must be prepared in accordance with the applicable rules of just compensation, as

specified by the Government. To the maximum extent practicable, no later than 3 months after it provides the Government with authorization for entry onto a real property interest or pays compensation to the owner for an increment of work, whichever occurs later, the Non-Federal Sponsor shall provide documentation, satisfactory to the Government, for the Government to determine the value of the required real property interests that are creditable to the Non-Federal Sponsor's share of such construction costs.

(1) Date of Valuation. The fair market value of real property interests acquired from private owners by the Non-Federal Sponsor after the date of approval of the Letter Report for an increment of work shall be the fair market value of such real property interests at the time the interests are acquired.

(2) Except for real property interests acquired through eminent domain proceedings instituted after the date of approval of the Letter Report for an increment of work, the Non-Federal Sponsor shall submit an appraisal for each real property interest to the Government for review and approval no later than, to the maximum extent practicable, 60 calendar days after the Non-Federal Sponsor provides the Government with an authorization for entry for such interest or concludes the acquisition of the interest, whichever occurs later. If, after coordination and consultation with the Government, the Non-Federal Sponsor is unable to provide an appraisal that is acceptable to the Government, the Government shall obtain an appraisal to determine the fair market value of the real property interest for crediting purposes.

(3) The Government shall credit the Non-Federal Sponsor the appraised amount approved by the Government. Where the amount paid or proposed to be paid by the Non-Federal Sponsor exceeds the approved appraised amount, the Government, at the request of the Non-Federal Sponsor, shall consider all factors relevant to determining fair market value and, in its sole discretion, after consultation with the Non-Federal Sponsor, may approve in writing an amount greater than the appraised amount for crediting purposes.

b. Eminent Domain Procedure. For real property interests acquired by eminent domain proceedings instituted after the date of approval of the Letter Report for an increment of work, the Non-Federal Sponsor shall notify the Government in writing of its intent to institute such proceedings and submit the appraisals of the specific real property interests to be acquired for review and approval by the Government. If the Government provides written approval of the appraisals, the Non-Federal Sponsor shall use the amount set forth in such appraisals as the estimate of just compensation for the purpose of instituting the eminent domain proceeding. If the Government provides written disapproval of the appraisals, the Government and the Non-Federal Sponsor shall consult to promptly resolve the issues that are identified in the Government's written disapproval. In the event the issues cannot be resolved, the Non-Federal Sponsor may use the amount set forth in its appraisal as the estimate of just compensation for purpose of instituting the eminent domain proceeding. The fair market value for crediting purposes shall be either the amount of the court award for the real property interests taken or the amount of any stipulated settlement or portion thereof that the Government approves in writing.

c. Waiver of Appraisal. Except as required by paragraph C.1.b. of this Article, the Government may waive the requirement for an appraisal pursuant to this paragraph if, in accordance with 49 C.F.R. Section 24.102(c)(2), the Non-Federal Sponsor determines that an appraisal is unnecessary because the valuation problem is uncomplicated and the anticipated value of the real property interest proposed for acquisition is estimated at \$25,000 or less, based on a review of available data. When the Non-Federal Sponsor determines that an appraisal is unnecessary, the Non-Federal Sponsor shall prepare the written waiver valuation required by 49 C.F.R. Section 24.102(c)(2) and submit a copy thereof to the Government for approval. When the anticipated value of the real property interest exceeds \$10,000, the Non-Federal Sponsor must offer the owner the option of having the Non-Federal Sponsor appraise the real property interest

d. Incidental Costs. The Government shall include in construction costs and credit towards the Non-Federal Sponsor's share of such costs, the incidental costs, documented to the satisfaction of the Government, that the Non-Federal Sponsor incurred in acquiring required real property interests from private owners required for an increment of work after the date of approval of the Letter Report for such work. Such incidental costs include closing and title costs, appraisal costs, survey costs, attorney's fees, plat maps, mapping costs, actual amounts expended for payment of any relocation assistance benefits provided in accordance with Article III.C., and other payments by the Non-Federal Sponsor for items that are generally recognized as compensable, and required to be paid, by applicable state law due to the acquisition of required real property interests.

e. Any publicly owned real property interests or real property interests owned by the Non-Federal Sponsor on the date of approval of the Letter Report and required for an increment of work will be provided by the Non-Federal Sponsor at no cost to the Government.

2. Relocations. The Government shall include in construction costs and credit towards the Non-Federal Sponsor's share of such costs, the costs of required relocations performed by the Non-Federal Sponsor after approval of the Letter Report for an increment of work. As relocations are completed for an increment of work and no later than 90 calendar days after such completion, the Non-Federal Sponsor shall provide documentation, satisfactory to the Government, for the Government to determine the costs that are creditable to the Non-Federal Sponsor's share of such construction costs.

a. For a relocation other than a highway, creditable costs shall be only that portion of relocation costs that the Government determines is necessary to provide a functionally equivalent facility, reduced by depreciation, as applicable, and by the salvage value of any removed items.

b. For a relocation of a highway, which is any highway, roadway, or street, including any bridge thereof, that is owned by a public entity, creditable costs shall be only that portion of relocation costs that would be necessary to accomplish the relocation in accordance with the design standard that the State of Illinois would apply under similar conditions of geography and traffic load, reduced by the salvage value of any removed items.

c. Relocation costs include actual costs of performing the relocation; planning, engineering, and design costs; and supervision and administration costs, as determined by the Government. Relocation costs do not include any costs associated with betterments, as determined by the Government, nor any additional cost of using new material when suitable used material is available.

3. In-Kind Contributions. The Government shall include in construction costs for an increment of work and credit towards the Non-Federal Sponsor's share of such costs, the costs of in-kind contributions performed by the Non-Federal Sponsor after the date of approval of the Letter Report for such work.

a. As in-kind contributions are completed for an increment of work and no later than 90 calendar days after such completion, the Non-Federal Sponsor shall provide documentation, satisfactory to the Government, for the Government to determine the costs that are creditable to the Non-Federal Sponsor's share of such construction costs. Appropriate documentation includes invoices and certification of specific payments to contractors, suppliers, and the Non-Federal Sponsor's employees.

b. The following costs are not eligible for inclusion in construction costs for an increment of work or creditable against the Non-Federal Sponsor's share of such costs: interest charges, or any adjustment to reflect changes in price levels between the time the in-kind contributions are completed and credit is afforded; in-kind contributions obtained at no cost to the Non-Federal Sponsor; or costs that exceed the Government's estimate of the cost for such in-kind contributions.

c. Although design performed by the Non-Federal Sponsor prior to approval of the Letter Report for an increment of work is not creditable as in-kind contributions under this Agreement, the Non-Federal Sponsor, at no cost to the Government, may voluntarily provide such design to the Government. The Government, in its sole discretion, may accept, modify, or reject such design, or any portion thereof, for use in constructing that increment of work. Prior to commencement of review by the Government of such design, the Non-Federal Sponsor shall provide a written certification and warranty to the Government that such design is free from any legal encumbrances and use restrictions, including but not limited to, any intellectual property rights and outstanding licensing requirements.

4. Compliance with Federal Labor Laws. In undertaking relocations and construction of in-kind contributions for an increment of work, the Non-Federal Sponsor shall comply with applicable Federal labor laws covering non-Federal construction, including, but not limited to, 40 U.S.C. 3141-3148 and 40 U.S.C. 3701-3708 (labor standards originally enacted as the Davis-Bacon Act, the Contract Work Hours and Safety Standards Act, and the Copeland Anti-Kickback Act), and credit may be withheld, in whole or in part, as a result of the Non-Federal Sponsor's failure to comply with its obligations under these laws.

D. Notwithstanding any other provision of this Agreement, the Non-Federal Sponsor shall not be entitled to credit or reimbursement for any costs it incurs for real property interests,

relocations, and in-kind contributions that exceed 25 percent of construction costs for an increment of work, and any such excess amount cannot be applied towards the non-Federal cost share for another increment of work; and for any costs incurred by the Non-Federal Sponsor prior to the effective date of this Agreement.

ARTICLE VI – PAYMENT OF FUNDS

A. As of the effective date of this Agreement, construction costs for the initial increment of work are projected to be \$2,574,405.00, with the amount of Federal funds available for such work limited to \$1,930,803.75. The Non-Federal Sponsor's share of construction costs for the initial increment of work is projected to be \$643,601.25, which includes creditable real property interests projected to be \$14,662.00, creditable relocations projected to be \$0, creditable in-kind contributions projected to be \$0, and the amount of funds required to meet its minimum 25 percent cost share projected to be \$628,939.25. The Letter Report for each additional increment of work will include information on the Federal funds available for the increment of work and the Non-Federal Sponsor's share of construction costs for such work. These amounts are estimates only that are subject to adjustment by the Government and are not to be construed as the total financial responsibilities of the Non-Federal Sponsor.

B. For each increment of work, the Government shall provide the Non-Federal Sponsor with monthly reports setting forth the estimated construction costs and the Government's and Non-Federal Sponsor's estimated shares of such costs; costs incurred by the Government, using both Federal and Non-Federal Sponsor funds, to date; the amount of funds provided by the Non-Federal Sponsor to date; the estimated amount of any creditable real property interests and relocations; the estimated amount of any creditable in-kind contributions; and the estimated amount of funds required from the Non-Federal Sponsor during the upcoming fiscal year.

C. The Non-Federal Sponsor shall provide the funds required to meet its share of construction costs by delivering a check payable to "FAO, USAED, St. Louis (B3)" to the District Commander, or verifying to the satisfaction of the Government that the Non-Federal Sponsor has deposited such required funds in an escrow or other account acceptable to the Government, with interest accruing to the Non-Federal Sponsor, or by providing an Electronic Funds Transfer of such required funds in accordance with procedures established by the Government.

D. The Government shall draw from the funds provided by the Non-Federal Sponsor to cover the non-Federal share of construction costs as those costs are incurred. If the Government determines at any time that additional funds are needed from the Non-Federal Sponsor to cover the Non-Federal Sponsor's required share of such construction costs, the Government shall provide the Non-Federal Sponsor with written notice of the amount of additional funds required. Within 60 calendar days from receipt of such notice, the Non-Federal Sponsor shall provide the Government with the full amount of such additional required funds.

E. Upon completion of each increment of work, including resolution of all relevant claims and appeals and eminent domain proceedings, the Government shall conduct a final accounting and furnish the Non-Federal Sponsor with the written results of such final

accounting. Should such final accounting determine that additional funds are required from the Non-Federal Sponsor, the Non-Federal Sponsor, within 60 calendar days of receipt of written notice from the Government, shall provide the Government with the full amount of such additional required funds. Such final accounting does not limit the Non-Federal Sponsor's responsibility to pay its share of construction costs, including contract claims or any other liability that may become known after the final accounting.

ARTICLE VII - TERMINATION OR SUSPENSION

A. If at any time the Non-Federal Sponsor fails to fulfill its obligations under this Agreement, the Government may suspend or terminate design or construction.

B. In the event of termination, the parties shall conclude their activities relating to design and construction and conduct a final accounting in accordance with Article VI.E. To provide for this eventuality, the Government may reserve a percentage of available funds as a contingency to pay the costs of termination, including any costs of resolution of real property acquisition, resolution of contract claims, and resolution of contract modifications.

C. If HTRW is found to exist in, on, or under any required real property interests, the parties shall follow the procedures set forth in Article IV.

D. Any suspension or termination shall not relieve the parties of liability for any obligation incurred. Any delinquent payment owed by the Non-Federal Sponsor pursuant to this Agreement shall be charged interest at a rate, to be determined by the Secretary of the Treasury, equal to 150 per centum of the average bond equivalent rate of the 13 week Treasury bills auctioned immediately prior to the date on which such payment became delinquent, or auctioned immediately prior to the beginning of each additional 3 month period if the period of delinquency exceeds 3 months.

ARTICLE VIII - HOLD AND SAVE

The Non-Federal Sponsor shall hold and save the Government free from all damages arising from design, construction, or operation and maintenance of any work under this Agreement, except for damages due to the fault or negligence of the Government or its contractors.

ARTICLE IX - DISPUTE RESOLUTION

As a condition precedent to a party bringing any suit for breach of this Agreement, that party must first notify the other party in writing of the nature of the purported breach and seek in good faith to resolve the dispute through negotiation. If the parties cannot resolve the dispute through negotiation, they may agree to a mutually acceptable method of non-binding alternative dispute resolution with a qualified third party acceptable to the parties. Each party shall pay an

equal share of any costs for the services provided by such a third party as such costs are incurred. The existence of a dispute shall not excuse the parties from performance pursuant to this Agreement.

ARTICLE X - MAINTENANCE OF RECORDS AND AUDITS

A. The parties shall develop procedures for the maintenance by the Non-Federal Sponsor of books, records, documents, or other evidence pertaining to costs and expenses for a minimum of three years after the final accounting. The Non-Federal Sponsor shall assure that such materials are reasonably available for examination, audit, or reproduction by the Government.

B. The Government may conduct, or arrange for the conduct of, audits. Government audits shall be conducted in accordance with applicable Government cost principles and regulations. The Government's costs of audits shall not be included in construction costs.

C. To the extent permitted under applicable Federal laws and regulations, the Government shall allow the Non-Federal Sponsor to inspect books, records, documents, or other evidence pertaining to costs and expenses maintained by the Government, or at the request of the Non-Federal Sponsor, provide to the Non-Federal Sponsor or independent auditors any such information necessary to enable an audit of the Non-Federal Sponsor's activities under this Agreement. The costs of non-Federal audits shall be paid solely by the Non-Federal Sponsor without reimbursement or credit by the Government.

ARTICLE XI - RELATIONSHIP OF PARTIES

In the exercise of their respective rights and obligations under this Agreement, the Government and the Non-Federal Sponsor each act in an independent capacity, and neither is to be considered the officer, agent, or employee of the other. Neither party shall provide, without the consent of the other party, any contractor with a release that waives or purports to waive any rights a party may have to seek relief or redress against that contractor.

ARTICLE XII - NOTICES

A. Any notice, request, demand, or other communication required or permitted to be given under this Agreement shall be deemed to have been duly given if in writing and delivered personally or mailed by registered or certified mail, with return receipt, as follows:

If to the Non-Federal Sponsor:
Office of the Mayor
City of Belleville, Illinois
101 South Illinois Street
Belleville, Illinois 62220

If to the Government:

District Commander
U.S. Army Corps of Engineers, St. Louis District
ATTN: CEMVS-PM-R
1222 Spruce Street
St. Louis, Missouri 63103

B. A party may change the recipient or address to which such communications are to be directed by giving written notice to the other party in the manner provided in this Article.

ARTICLE XIII - CONFIDENTIALITY

To the extent permitted by the laws governing each party, the parties agree to maintain the confidentiality of exchanged information when requested to do so by the providing party.

ARTICLE XIV - THIRD PARTY RIGHTS, BENEFITS, OR LIABILITIES

Nothing in this Agreement is intended, nor may be construed, to create any rights, confer any benefits, or relieve any liability, of any kind whatsoever in any third person not a party to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, which shall become effective upon the date it is signed by the District Commander.

DEPARTMENT OF THE ARMY

CITY OF BELLEVILLE, ILLNOIS

BY: _____
KEVIN R. GOLINGHORST
Colonel, U.S. Army
District Commander

BY: _____
PATTY GREGORY
Mayor
City of Belleville, Illinois

CERTIFICATE OF AUTHORITY

I, _____, do hereby certify that I am the principal legal officer for the City of Belleville, Illinois, that the City of Belleville, Illinois, is a legally constituted public body with full authority and legal capability to perform the terms of the Agreement between the Department of the Army and the City of Belleville, Illinois, in connection with the Belleville, Illinois, East Creek Sewer Separation Project, and to pay damages, if necessary, in the event of the failure to perform in accordance with the terms of this Agreement, and that the person who executed this Agreement on behalf of the City of Belleville, Illinois, acted within his statutory authority.

IN WITNESS WHEREOF, I have made and executed this certification this _____ day of _____ 20__.

Garrett P. Hoerner
City Attorney
City of Belleville, Illinois

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

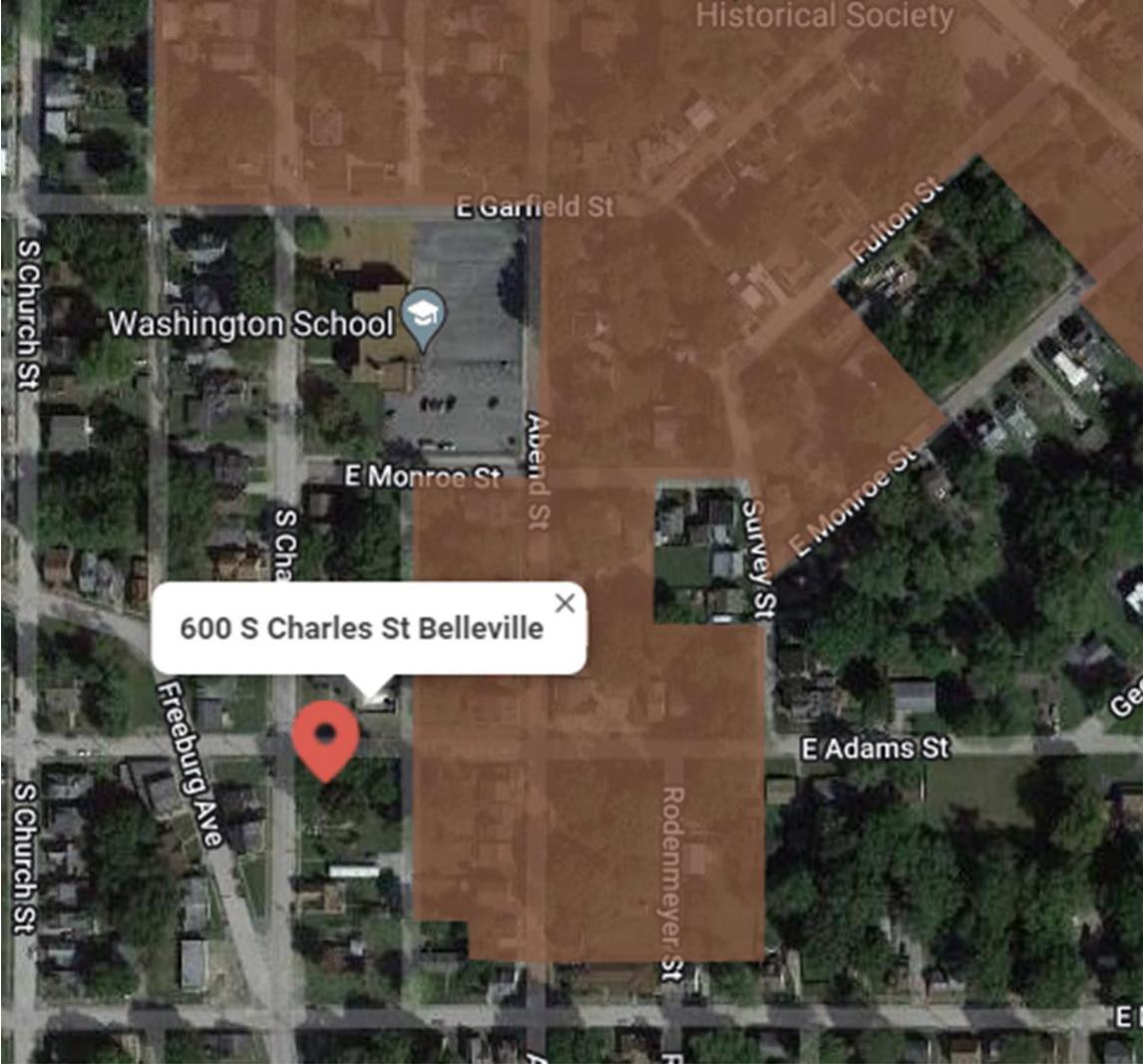
(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

PATTY GREGORY
Mayor
City of Belleville, Illinois

DATE: _____

Map Showing Location of 600 S Charles St. Brown represents "Old Belleville Historic District". The lot abuts to 414 East Adams.



Front and Side view of 600 S Charles



Above is the front of 600 S Charles



Pictured above is the side of the home that runs along E Adams St. and abutting to 414 E. Adams Street.

PUBLIC HEARING MINUTES
Annexation of 600 South Charles St. into Old Belleville Historic District
Tuesday April 19, 2022
City Hall

Attendees: Keith Owens-HPC Vice-Chair
Linda Weisenstein-HPC Secretary
Nichole Hettenhausen-HPC Treasurer
Jack LeChien-HPC Member
Marie Banks-HPC Member
Shari Blakeslee-City Staff Liaison
Xiomara Jimenez
John Williams
David Braswell
Mike Dill

Keith Owens opened the public hearing at 7:03 p.m. and gave a brief summary of the purpose of the public hearing. Mr. David Braswell, owner of the property at 600 S. Charles St. has petitioned the City of Belleville to annex the property into the Old Belleville Historic District. Mr. Braswell said the property has been used most recently as a rental. Mr. Braswell has made improvements to the home and would like it to be preserved and protected by the annexing it into the Old Belleville Historic District. Mr. Owens gave a description of the property. The property abuts to 414 East Adams, which is currently in the Old Belleville Historic District.

Mr. Owens asked if any member of the public would like to make any comments related to the proposal. Mr. Jack LeChien, HPC member, commented that he believes Mr. Braswell has proven his interest in the historic district. Mr. LeChien believes this petition is a good move and is happy to that Mr. Braswell has made a petition to annex 600 S Charles St. into the historic district. Mr. Braswell thanked him and described some of the work he has done on the property, and future plans for the property. Mr. Owens asked if anyone else from the public would like to speak. Hearing none, he closed the public participation and asked for a discussion to take place with the Historic Preservation Commission. No members provided comment on the proposal at that time.

Mr. Domonique then made a motion to annex 600 S. Charles St. into the Old Belleville Historic District. Mrs. Hettenhausen seconded the motion. The motion carried unanimously.

Mr. Owens then explained that this issue would go before City Council for final approval at the May 2, 2022, City Council Meeting. If approved, the subject properties would then be subject to the Historic District zoning overlay, the Historic District Ordinance(s), and the Design Review Request process.

Hearing no more comments or questions Mr. Owens closed the Public Hearing at 7:07 p.m.

Prepared by:
Shari Blakeslee
GIS Coordinator/Planner
Staff Liaison to the Historic Preservation Commission



Gonzalez Companies, LLC
Construction Management – Civil Engineering
525 W Main Street, Ste. 125
Belleville, IL 62220
618-222-2221 Fax: 618-222-2225
www.gonzalezcos.com

AGREEMENT FOR PROFESSIONAL SERVICES

TO CITY OF BELLEVILLE
ATTN: SAL ELKOTT, P.E.
407 EAST LINCOLN STREET
BELLEVILLE, IL 62220

DATE April 12, 2022

PROJECT ALLSUP PLACE ROADWAY IMPROVEMENT
PROJECT NO. TBD
DEPARTMENT Distribution/Collections
PROJECT TYPE Transportation

SECTION 1 DEFINITIONS AND PARTIES

This is an AGREEMENT between GONZALEZ COMPANIES, LLC, hereinafter referred to as the ENGINEER, and CITY OF BELLEVILLE, hereinafter referred to as the CLIENT.

The CLIENT proposes to engage the ENGINEER to furnish certain professional services in connection with the ALLSUP PLACE ROADWAY IMPROVEMENT, which work is hereinafter referred to as the PROJECT.

SECTION 2 SCOPE OF SERVICES

BACKGROUND

The City of Belleville is interested in making improvements to the Allsup Place pavement from IL Route 15 to Town Hall Road, a distance of +/- 0.36 miles.

TASK 1 PRELIMINARY INVESTIGATION

The ENGINEER will investigate the condition of the existing pavement to determine recommendations to rehabilitate existing areas of deterioration. Pavement cores or other methods to evaluate the existing pavement may be utilized. The ENGINEER will provide options and a recommended improvement plan to the CLIENT.

TASK 2 SURVEY

The ENGINEER will perform a topographic survey in sufficient detail to prepare construction documents. The ENGINEER will tie-in visible and marked utilities based upon a Joint Utility Locating Information for Excavators call. If utilities are not marked and additional efforts required to coordinate utility markings or survey of potholed utilities is required, the CLIENT will be billed on an hourly basis according to the Professional Service Rates as shown on Exhibit A.

No right-of-way or boundary surveys are included in this scope of services as it is anticipated that all work will be inside the limits of the existing pavement, which is assumed to be within City of Belleville right-of-way.

TASK 3 PRELIMINARY PLANS & SPECIFICATIONS

The ENGINEER will develop preliminary plans and specifications for the proposed roadway improvements as indicated within the background and in accordance with recommendations made in TASK 1. Anticipated sheets for the preliminary plans include the cover sheet, summary of quantities & general notes, typical sections, plan & profile sheets, and detail sheets. Upon completion of the preliminary plans & specifications, it is anticipated that the ENGINEER and CLIENT will review the preliminary design in one (1) progress meeting.

Based upon the comments received the ENGINEER will revise the plans and specifications and resubmit to the CLIENT for additional review. Upon review, the ENGINEER will make final changes.

TASK 4 FINAL PLANS & SPECIFICATIONS

Final plans and specifications associated with the project will include those items developed under TASK 3, as well as construction schedules and all documents required for bidding of the project. The ENGINEER will prepare an opinion of probable construction cost and estimate of time to complete the work.

TASK 5 BIDDING AND CONSTRUCTION ADMINISTRATION

ENGINEER will review and respond to any bidder questions, as well as issue any addenda to the bidding documents if required. ENGINEER will attend the bid opening, prepare a tabulation of bids, review bids received, and make a recommendation on award of a contract. ENGINEER will assist CLIENT with preparation of the contract document.

ENGINEER will coordinate the proposed improvements with known utility companies by sending plans via email after review and approval of the preliminary plans developed in TASK 3, as well as upon completion of the final plans prepared in TASK 4. It is anticipated that the respective utility companies will review these plans and determine if conflicts exist with their utilities. If conflicts exist, relocation of the utilities may be required. If it is the CLIENT's desire to revise plans after completion of TASK 2 or TASK 3 to avoid relocation of utilities the ENGINEER will perform this additional work on an hourly basis according to the Professional Service Rates as shown on Exhibit A.

ASSUMPTIONS AND CLARIFICATIONS

No right-of-way or boundary survey will be conducted by the ENGINEER. If the CLIENT, desires to have right-of-way or property lines identified a supplemental agreement will be prepared or the work conducted under a time and materials basis, as directed by the CLIENT.

This agreement is based on the assumption that no reviews by IDOT, or any agency other than the CLIENT, will be required.

Construction Phase Services are not included in this agreement.

If any services not specifically noted within the scope of services are required, these will be performed on an hourly basis according to the Professional Service Rate as shown on Exhibit A.

SECTION 3 TIME FOR PERFORMANCE

DELIVERABLE SCHEDULE

ENGINEER agrees to perform TASKS 1-4 within 180 days from the notice to proceed.

SECTION 4 COMPENSATION

The ENGINEER will perform Tasks 1 through 5 within SECTION 2 SCOPE OF SERVICES for an estimated amount of FORTY-FOUR THOUSAND SIX HUNDRED EIGHTY-FIVE dollars (\$44,685.00 USD) unless scope changes occur.

The ENGINEER agrees to perform Tasks 1 through 5, excluding pavement coring and testing, within SECTION 2 SCOPE OF SERVICES for a LUMP SUM fee of THIRTY-THREE THOUSAND ONE HUNDRED EIGHTY-FIVE dollars (\$33,185.00 USD) unless scope changes occur. The ENGINEER may submit invoices as frequently as monthly.

The ENGINEER will invoice for subconsultant services associated with pavement coring and testing at the actual cost plus 15%. An estimated amount of \$11,500.00 (\$10,000.00 estimated cost + 15%) for subconsultant services has been included in the manhour estimate.

The ENGINEER will use the address listed below for receiving payments from the CLIENT.

Gonzalez Companies, LLC
Attn: Accounting
525 West Main Street, Suite 125
Belleville, IL 62220

The CLIENT will use the address listed below for receiving invoices from the ENGINEER.

CITY OF BELLEVILLE
ATTN: SAL ELKOTT, P.E.
407 EAST LINCOLN STREET
BELLEVILLE, IL 62220

SECTION 5 INCORPORATION OF EXHIBITS

The following documents are attached hereto and incorporated herein by this reference.

Exhibit A	Professional Service Rates
Exhibit B	Terms and Conditions
Exhibit C	Manhour Estimate

SECTION 6 ACCEPTANCE

This proposal is valid for thirty (30) calendar days. If this AGREEMENT meets your approval, please sign where noted below and return to our office. We will treat this as notice to proceed unless instructed otherwise.

This AGREEMENT effective this 12 day of APRIL, 2022.

GONZALEZ COMPANIES, LLC

CITY OF BELLEVILLE

Authorized client representative

Richard Patrick Judge, P.E.

Print name

Managing Principal

Print title

Date

Date



2022 PROFESSIONAL SERVICE RATES

<u>Employee Classification</u>	<u>Rate</u>
Project Manager VIII	\$235
Project Manager VII	\$225
Project Manager VI	\$215
Project Manager V	\$205
Project Manager IV	\$195
Project Manager III	\$185
Project Manager II	\$175
Project Manager I	\$165
Survey Manager	\$155
Senior Structural Engineer	\$165
Project Engineer VII	\$155
Project Engineer VI	\$145
Project Engineer V	\$135
Project Engineer IV	\$125
Project Engineer III	\$115
Project Engineer II	\$105
Project Engineer I	\$95
Survey Technician III	\$95
Survey Technician II	\$85
Survey Technician I	\$75
Technician VIII	\$135
Technician VII	\$125
Technician VI	\$115
Technician V	\$105
Technician IV	\$95
Technician III	\$85
Technician II	\$75
Technician I	\$65
<u>Direct Costs</u>	
Mileage	IRS Standard Rate
Other Direct Costs	15% Markup
Subconsultant Costs	15% Markup

TERMS & CONDITIONS

January 1, 2019

1. STANDARD OF PERFORMANCE

The standard of care for all professional engineering, consulting and related services performed or furnished by ENGINEER and its employees under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under the same or similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

2. INSURANCE

ENGINEER agrees to procure and maintain, at its expense, Workers' Compensation insurance as required by statute; Employer's Liability of \$250,000; Automobile Liability insurance of \$1,000,000 combined single limit for bodily injury and property damage covering all vehicles, including hired vehicles, owned and non-owned vehicles; Commercial General Liability insurance of \$500,000 per claim for protection against claims arising out of the performance of services under this Agreement caused by negligent acts, errors, or omissions for which ENGINEER is legally liable. Upon request, CLIENT/OWNER shall be made an additional insured on Commercial General and Automobile Liability insurance policies and certificates of insurance will be furnished to the CLIENT/OWNER. ENGINEER agrees to indemnify CLIENT/OWNER for the claims covered by ENGINEER's insurance.

3. OPINIONS OF PROBABLE COST (COST ESTIMATES)

Any opinions of probably project cost or probable construction cost provided by ENGINEER are made on the basis of information available to ENGINEER and on the basis of ENGINEER's experience and qualifications, and represents its judgment as an experienced and qualified professional. However, since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the contract(s)' methods of determining prices, or over competitive bidding or market conditions, ENGINEER does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost ENGINEER prepares.

4. CONSTRUCTION PROCEDURES

ENGINEER's observation or monitoring portions of the work performed under construction contracts shall not relieve the contractor from its responsibility for performing work in accordance with applicable contract documents. ENGINEER shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work and shall not manage, supervise, control or have charge of construction. ENGINEER shall not be responsible for the acts or omissions of the contractor or other parties on the project. ENGINEER shall be entitled to review all construction contract documents and to require that no provisions extend the duties or liabilities of ENGINEER beyond those set forth in this Agreement. CLIENT/OWNER agrees to include ENGINEER as an indemnified party in CLIENT/OWNER's construction contracts for the work, which shall protect ENGINEER to the same degree as CLIENT/OWNER. Further, CLIENT/OWNER agrees that ENGINEER shall be listed as an additional insured under the construction contractor's liability insurance policies.

5. CONTROLLING LAW

This Agreement is to be governed by the law of the state of Illinois or if agreed in writing with CLIENT/CLIENT/OWNER where ENGINEER'S services are performed.

6. SERVICES AND INFORMATION

CLIENT/OWNER will provide all criteria and information pertaining to CLIENT/OWNER's requirements for the project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations. CLIENT/OWNER will also provide copies of any CLIENT/OWNER-furnished Standard Details, Standard Specifications, or Standard Bidding Documents which are to be incorporated into the project. CLIENT/OWNER will furnish the services of soils/geotechnical engineers or other consultants that include reports and appropriate professional recommendations when such services are deemed necessary by ENGINEER. The CLIENT/OWNER agrees to bear full responsibility for the technical accuracy and content of CLIENT/OWNER-furnished documents and services.

In performing professional engineering, construction management, and related services hereunder, it is understood by CLIENT/OWNER that ENGINEER is not engaged in rendering any type of legal, insurance or accounting services, opinions or advice. Further, it is the CLIENT/OWNER's sole responsibility to obtain the advice of an attorney, insurance counselor or accountant to protect the CLIENT/OWNER's legal and financial interests. To that end, the CLIENT/OWNER agrees that CLIENT/OWNER or the CLIENT/OWNER's representative will examine all studies, reports, sketches, drawings, specifications, proposals and other documents, opinions or advice prepared or provided by ENGINEER, and will obtain the advice of an attorney, insurance counselor or other consultant as the CLIENT/OWNER deems necessary to protect the CLIENT/OWNER's interests before CLIENT/OWNER takes action or forebears to take action based upon or relying upon the services provided by ENGINEER.

7. SUCCESSORS AND ASSIGNS

CLIENT/OWNER and ENGINEER, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the covenants of this Agreement. Neither CLIENT/OWNER nor ENGINEER will assign, sublet, or transfer and interest in this Agreement or claims arising therefrom without the written consent of the other.

8. RE-USE OF DOCUMENTS

All documents, including all reports, drawings, specifications, computer software or other items prepared or furnished by ENGINEER pursuant to this Agreement, are instruments of service with respect to the project. ENGINEER retains ownership of all such documents. CLIENT/OWNER may retain copies of the documents for its information and reference in connection with the project; however, none of the documents are intended or represented to be suitable for reuse by CLIENT/OWNER or others on extensions of the project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at CLIENT/OWNER's sole risk and without liability or legal exposure to ENGINEER, and CLIENT/OWNER will define, indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses, including attorney's fees, arising or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by CLIENT/OWNER and ENGINEER.

9. TERMINATION OF AGREEMENT

CLIENT/OWNER or ENGINEER may terminate the Agreement, in whole or in part, by giving no less than ten (10) business days written notice, if the other party substantially fails to fulfill its obligations under the Agreement through no fault of the terminating party. Furthermore, CLIENT/OWNER may terminate this Agreement for its convenience and without cause by giving no less than ten (10) business days written notice to ENGINEER. Where the method of payment is "lump sum," time & material, or cost reimbursement, the final invoice will include all services and expenses associated with the project up to the effective date of termination plus a fifteen percent fee mark-up for the final invoice amount. An equitable adjustment shall also be made to provide for termination settlement costs ENGINEER incurs as a result of commitments that had become agreed upon before termination, and for a reasonable profit for services performed.

10. SEVERABILITY

If any provision of this agreement is held invalid or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term or condition shall not be construed by the other party as a waiver of any subsequent breach of the same provision, term or condition.

11. INVOICES

ENGINEER will submit invoices for services rendered and CLIENT/OWNER will make prompt payments in response to ENGINEER's invoices. ENGINEER will retain receipts for reimbursable expenses in general accordance with rules pertaining to the support of expenditures for income tax purposes. Receipts will be available for inspection by CLIENT/OWNER's auditors upon request.

If CLIENT/OWNER disputes any items in ENGINEER's invoice for any reason, including the lack of supporting documentation, CLIENT/OWNER may temporarily delete the disputed item and pay the remaining amount of the invoice, so as not to hold payment. CLIENT/OWNER will promptly notify ENGINEER of the dispute and request clarification and/or correction. After any dispute has been settled, ENGINEER will include the disputed item on a subsequent, regularly scheduled invoice, or on a special invoice for the disputed item only.

CLIENT/OWNER recognizes that late payment of invoices results in extra expenses for ENGINEER; ENGINEER retains the right to assess CLIENT/OWNER interest at the rate of one percent (1%) per month, but not to exceed the maximum rate allowed by law, on invoices which are not paid within thirty (30) calendar days from the date of the invoice. In the event undisputed portions of ENGINEER's invoices are not paid when due, ENGINEER also reserves the right, after seven (7) business days prior written notice, to suspend the performance of its services until all past due amounts have been paid in full.

12. **CHANGES**

The parties agree that no change or modification to the Agreement, or Task Order, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of the Task Order. The execution of the change shall be authorized and signed in the same manner as this Agreement. Adjustments in the period of services and in compensation shall be in accordance with applicable paragraphs and sections of the Task Order. Any proposed fees by ENGINEER are estimates to perform the services required to complete the project as ENGINEER understands it to be defined. For those projects involving conceptual or process development services, activities often are not fully definable in the time of performance and compensation scope and adjustments to the time of performance and compensation can be made as required. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required for performance of the services, and equitable adjustment shall be made, and the Task Order modified accordingly.

13. **CONTROLLING AGREEMENT**

These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice-to-proceed, or like document or Task Order.

14. **EQUAL EMPLOYMENT AND NONDISCRIMINATION**

In connection with the services under the Agreement, ENGINEER agrees to comply with the applicable provisions of federal and state Equal Employment Opportunity, and other employment, statutes and regulations.

15. **HAZARDOUS MATERIALS**

CLIENT/OWNER represents to ENGINEER that, to the best of its knowledge, no hazardous materials are present at the project site. However, in the event hazardous materials are known to be present, CLIENT/OWNER represents that to the best of its knowledge it has disclosed to ENGINEER the existence of all such hazardous materials, including but not limited to asbestos, PCB's, petroleum, hazardous waste, or radioactive material located at or near the project site, including type, quantity and location of such hazardous materials. It is acknowledged by both parties that ENGINEER's scope of services do not include services related in any way to encounters undisclosed hazardous materials, ENGINEER shall have the obligation to notify CLIENT/OWNER and, to the extent required by law or regulation, the appropriate governmental officials, and ENGINEER may, at its option and without liability for delay, consequential or any other damages to CLIENT/OWNER, suspend performance of services on that portion of the project affected by hazardous materials until CLIENT/OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the hazardous materials; and (ii) warrants that the project site is in full compliance with all applicable laws and regulations.

CLIENT/OWNER acknowledges that ENGINEER is performing professional services for CLIENT/OWNER and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous materials, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near

the project site in connection with ENGINEER's services under this Task Order. If ENGINEER's services hereunder cannot be performed because of the existence of hazardous materials, ENGINEER shall be entitled to terminate this Task Order for cause on 30 calendar days written notice. To the fullest extent permitted by law, CLIENT/OWNER shall indemnify and hold harmless ENGINEER, its officers, directors, partners, employees, and subconsultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from hazardous materials, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property (other than completed Work), including the loss of use resulting there from, and (ii) nothing in this paragraph shall obligate CLIENT/OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's sole negligence or willful misconduct.

16. **EXECUTION**

This Agreement and subsequent changes, including the exhibits and schedules made part hereof, constitute the entire agreement between ENGINEER and CLIENT/OWNER, supersedes and controls over all prior written or oral understandings. This agreement may be amended, supplemented or modified only by a written instrument duly executed by the parties.

17. **LIMITATION OF LIABILITY**

ENGINEER's and its employees' total liability to CLIENT/OWNER for any loss or damage, including but not limited to special and consequential damages arising out of or in connection with the performance of services or any other cause, including ENGINEER's and its employees' professional negligent acts, errors, or omissions, shall not exceed \$3,000,000, and CLIENT/OWNER hereby releases and holds harmless ENGINEER and its employees from any liability above such amount.

18. **LITIGATION SUPPORT**

In the event ENGINEER is required to respond to a subpoena, government inquiry or other legal process related to the services in connection with a legal or dispute resolution proceeding to which ENGINEER is not a party, CLIENT/OWNER shall reimburse ENGINEER for reasonable costs in responding and compensate ENGINEER at its then standard rates for reasonable time incurred in gathering information and documents and attending depositions, hearings, and trial.

19. **UTILITY LOCATION**

If underground sampling/testing is to be performed, a utility locating service shall be contracted to make arrangements for all utilities to determine the location of underground utilities. In addition, CLIENT/OWNER shall notify ENGINEER of the presence and location of any underground utilities located on the CLIENT/OWNER's property which are not the responsibility of other private/public utilities. ENGINEER shall take reasonable precautions to avoid damaging underground utilities that are properly marked. The CLIENT/OWNER agrees to waive any claim against ENGINEER and will indemnify and hold ENGINEER harmless from any claim of liability, injury or loss caused by or allegedly caused by ENGINEER's damaging of underground utilities that are not properly marked or are not called to ENGINEER's attention prior to beginning the underground sampling/testing.

20. **ESCALATION**

Annual rate escalation of 6% effective January 1, 2017.

21. **LIMITATION OF DESIGN ALTERNATIVES**

The ENGINEER will limit the number of design alternatives provided under this contract to three, upon which time the design will be considered complete.

22. **GRAPHICS CONTROL**

Because of its standing as a professional design firm, the ENGINEER has complete control over graphic content and presentation of all studies, reports, and all other documents produced under this agreement.

Allsup Place Roadway Improvements

MANHOURLY ESTIMATE

PREPARED BY: TS

QA'ED BY: JS

ROW ID	REVENUE PHASES, TASKS AND MILESTONES	Project Manager VI	Project Manager II	Project Engineer IV/Survey	Technician IV	Technician I	HOURS	LABOR	SUBS AND ODCS	MARKUP (SEE TAB 1)	SUBTOTAL
1.00	Preliminary Investigation										
1.01	Research and Investigation	4	8				12	\$ 2,260.00		\$ -	\$ 2,260.00
1.02	Analysis of Existing Pavement Condition	2	8				10	\$ 1,830.00	\$ 10,000.00	\$ 1,500.00	\$ 13,330.00
1.03	Development of Recommendations	2	8		8		18	\$ 2,590.00		\$ -	\$ 2,590.00
1.04	Coordination with Client	1	1				2	\$ 390.00		\$ -	\$ 390.00
1.08	QA	2					2	\$ 430.00		\$ -	\$ 430.00
1.09							0	\$ -		\$ -	\$ -
	SUM SUMMARY	11	25	0	8	0	44	\$ 7,500.00	\$ 10,000.00	\$ 1,500.00	\$ 19,000.00
2.00	Survey (1900')										
2.01	Research and Coordination (Not Included)						0	\$ -		\$ -	\$ -
2.02	Horizontal and Vertical Control (Not Included)						0	\$ -		\$ -	\$ -
2.03	Topographic Survey and Field Inspection (1,900')	2	2	20			24	\$ 3,280.00		\$ -	\$ 3,280.00
2.04	Process Data, Draw Linework and Create Surface				5		5	\$ 475.00		\$ -	\$ 475.00
2.06	Boundary Survey (Not Included)						0	\$ -		\$ -	\$ -
2.07	Right-of-Way and Easements (Not Included)						0	\$ -		\$ -	\$ -
2.08	QA	4	4				4	\$ 700.00		\$ -	\$ 700.00
2.09							0	\$ -		\$ -	\$ -
	SUM SUMMARY	2	6	20	5	0	33	\$ 4,455.00	\$ -	\$ -	\$ 4,455.00
3.00	Preliminary Plans										
3.02	Pavement Design and Typical Section	2	2		2		6	\$ 970.00		\$ -	\$ 970.00
3.03	Plan & Profile Sheets		4		16		20	\$ 2,220.00		\$ -	\$ 2,220.00
3.05	Misc. Details		2		8		10	\$ 1,110.00		\$ -	\$ 1,110.00
3.06	Removal Plan		2		8		10	\$ 1,110.00		\$ -	\$ 1,110.00
3.07	Schedule of Quantities		1		4		5	\$ 555.00		\$ -	\$ 555.00
3.08	Summary of Quantities		1		4		5	\$ 555.00		\$ -	\$ 555.00
3.09	General Notes and Cover Sheet		1		2		3	\$ 365.00		\$ -	\$ 365.00
3.10	Coordination with Client on Design Details	4	4				8	\$ 1,560.00		\$ -	\$ 1,560.00
3.11	QA	4					4	\$ 860.00		\$ -	\$ 860.00
3.12							0	\$ -		\$ -	\$ -
	SUM SUMMARY	10	17	0	44	0	71	\$ 9,305.00	\$ -	\$ -	\$ 9,305.00
4.00	Final Plans										
4.01	Meeting with Client to Review Plans	4	4				8	\$ 1,560.00		\$ -	\$ 1,560.00
4.02	Incorporate Revisions and Finalize Plans		4		8		12	\$ 1,460.00		\$ -	\$ 1,460.00
4.03	Utility Coordination		2		4		6	\$ 730.00		\$ -	\$ 730.00
4.04	Special Provisions and Contract Documents		8				8	\$ 1,400.00		\$ -	\$ 1,400.00
4.05	Calculate Quantities		2		4		6	\$ 730.00		\$ -	\$ 730.00
4.06	Check & Finalize Schedule of Quantities		1		4		5	\$ 555.00		\$ -	\$ 555.00
4.07	Check & Finalize Summary of Quantities		1		4		5	\$ 555.00		\$ -	\$ 555.00
4.08	Estimate of Cost		1		2		3	\$ 365.00		\$ -	\$ 365.00
4.09	Estimate of Time		1		2		3	\$ 365.00		\$ -	\$ 365.00
4.10	Finalize Bid Package		2		4		6	\$ 730.00		\$ -	\$ 730.00
4.11	QA	4					4	\$ 860.00		\$ -	\$ 860.00
4.12							0	\$ -		\$ -	\$ -
	SUM SUMMARY	8	26	0	32	0	66	\$ 9,310.00	\$ -	\$ -	\$ 9,310.00
5.00	Bidding Assistance and Contract Administration										
5.01	Pre-Bid Questions		4		4		8	\$ 1,080.00		\$ -	\$ 1,080.00
5.02	Bid Opening and Tabulation of Award	2	2		2		6	\$ 970.00		\$ -	\$ 970.00
5.03	Recommendation of Award	1	2				3	\$ 565.00		\$ -	\$ 565.00
5.04							0	\$ -		\$ -	\$ -
	SUM SUMMARY	3	8	0	6	0	17	\$ 2,615.00	\$ -	\$ -	\$ 2,615.00
	TOTAL	34	82	20	95	0	231	\$ 33,185.00	\$ 10,000.00	\$ 1,500.00	\$ 44,685.00



Local Public Agency Engineering Services Agreement



Using Federal Funds? Yes No

Agreement For: Agreement Type:

LOCAL PUBLIC AGENCY			
Local Public Agency	County	Section Number	Job Number
City of Belleville	St. Clair	22-00226-00-RS	
Project Number	Contact Name	Phone Number	Email
	Sal Elkott, P.E.	(618) 233-6518	selkott@belleville.net

SECTION PROVISIONS			
Local Street/Road Name	Key Route	Length	Structure Number
Allsup Place	MUN 0018	0.36 Mi	
Location Termini			<input type="button" value="Add Location"/>
From IL Route 15 To Town Hall Road			<input type="button" value="Remove Location"/>
Project Description			
Preliminary Engineering associated with improvements to Allsup Place. Roadway improvements will consist of pavement patching and HMA resurfacing.			

Engineering Funding: MFT/TBP State Other

Anticipated Construction Funding: Federal MFT/TBP State Other

AGREEMENT FOR

Phase I - Preliminary Engineering Phase II - Design Engineering

CONSULTANT			
Consultant (Firm) Name	Contact Name	Phone Number	Email
Gonzalez Companies, LLC	Jon Schaller, P.E.	(618) 222-2221	jschaller@gocos.net
Address	City	State	Zip Code
525 West Main Street, Suite 125	Belleville	IL	62220

THIS AGREEMENT IS MADE between the above Local Public Agency (LPA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Project funding allotted to the LPA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT," will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

Since the services contemplated under the AGREEMENT are professional in nature, it is understood that the ENGINEER, acting as an individual, partnership, firm or legal entity, qualifies for professional status and will be governed by professional ethics in its relationship to the LPA and the DEPARTMENT. The LPA acknowledges the professional and ethical status of the ENGINEER by entering into an AGREEMENT on the basis of its qualifications and experience and determining its compensation by mutually satisfactory negotiations.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

- Regional Engineer: Deputy Director, Office of Highways Project Implementation, Regional Engineer, Department of Transportation
- Resident Construction Supervisor: Authorized representative of the LPA in immediate charge of the engineering details of the construction PROJECT
- In Responsible Charge Contractor: A full time LPA employee authorized to administer inherently governmental PROJECT activities Company or Companies to which the construction contract was awarded

AGREEMENT EXHIBITS

The following EXHIBITS are attached hereto and made a part of hereof this AGREEMENT:

- EXHIBIT A: Scope of Services
- EXHIBIT B: Project Schedule
- EXHIBIT C: Direct Costs Check Sheet
- EXHIBIT D: Qualification Based Selection (QBS) Checklist
- EXHIBIT E: Cost Estimate of Consultant Services Worksheet (BLR 05513 or BLR 05514)
- Manhour Estimate
- Professional Service Rates
- _____

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the Scope of Services presented in EXHIBIT A for the LPA in connection with the proposed improvements herein before described.
2. The Classifications of the employees used in the work shall be consistent with the employee classifications and estimated staff hours. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
3. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections required as a result of the ENGINEER'S error, omissions or negligent acts without additional compensation. Acceptance of work by the LPA or DEPARTMENT will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or the responsibility for clarifying ambiguities.
4. That the ENGINEER will comply with applicable Federal laws and regulations, State of Illinois Statutes, and the local laws or ordinances of the LPA.
5. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
6. To invoice the LPA, The ENGINEER shall submit all invoices to the LPA within three months of the completion of the work called for in the AGREEMENT or any subsequent Amendment or Supplement.
7. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of US Department of Transportation (US DOT) assisted contract. Failure by the Engineer to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LPA deems appropriate.
8. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
9. For Preliminary Engineering Contracts:
 - (a) To attend meetings and visit the site of the proposed improvement when requested to do so by representatives of the LPA or the DEPARTMENT, as defined in Exhibit A (Scope of Services).
 - (b) That all plans and other documents furnished by the ENGINEER pursuant to the AGREEMENT will be endorsed by the ENGINEER and affixed the ENGINEER's professional seal when such seal is required by law. Such endorsements must be made by a person, duly licensed or registered in the appropriate category by the Department of Professional Regulation of the State of Illinois. It will be the ENGINEER's responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the DEPARTMENT.
 - (c) That the ENGINEER is qualified technically and is thoroughly conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated in Exhibit A (Scope of Services).
10. That the engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with this AGREEMENT (See Exhibit C).

II. THE LPA AGREES,

1. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the Professional Services Selection Act (50 ILCS 510) (Exhibit D).
2. To furnish the ENGINEER all presently available survey data, plans, specifications, and project information.
3. To pay the ENGINEER:
 - (a) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
 - (b) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and DEPARTMENT a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER

shall be due and payable to the ENGINEER.

(c) For Non-Federal County Projects - (605 ILCS 5/5-409)

- (1) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER. Such payments to be equal to the value of the partially completed work in all previous partial payments made to the ENGINEER.
- (2) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and STATE, a sum of money equal to the basic fee as determined in the AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

4. To pay the ENGINEER as compensation for all services rendered in accordance with the AGREEMENT on the basis of the following compensation method as discussed in 5-5.10 of the BLR Manual.

Method of Compensation:

Percent

Lump Sum _____ (Maximum Fee \$40,000) (For federal funds the lump sum shall be developed using Cost Plus Fixed Fee Formula).

Specific Rate \$44,685.00 (Maximum Fee \$150,000)

Cost plus Fixed Fee: Anniversary

Total Compensation = DL + DC + OH + FF

Where:

DL is the total Direct Labor,

DC is the total Direct Cost,

OH is the firm's overhead rate applied to their DL and

FF is the Fixed Fee.

Where FF = (0.33 + R) DL + %SubDL, where R is the advertised Complexity Factor and %SubDL is 10% profit allowed on the direct labor of the subconsultants.

The Fixed Fee cannot exceed 15% of the DL + OH.

5. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this AGREEMENT. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.).

III. IT IS MUTUALLY AGREED,

1. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amount, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General, and the DEPARTMENT; the Federal Highways Administration (FHWA) or any authorized representative of the federal government, and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the DEPARTMENT for the recovery of any funds paid by the DEPARTMENT under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
2. That the ENGINEER shall be responsible for any all damages to property or persons out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LPA, the DEPARTMENT, and their officers, agents and employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.

The LPA will notify the ENGINEER of any error or omission believed by the LPA to be caused by the negligence of the ENGINEER as soon as practicable after the discovery. The LPA reserves the right to take immediate action to remedy any error or omission if notification is not successful; if the ENGINEER fails to reply to a notification; or if the conditions created by the error or omission are in need of urgent correction to avoid accumulation of additional construction costs or damages to property and reasonable notice is not practicable.
3. This AGREEMENT may be terminated by the LPA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LPA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such materials becomes the property of the LPA. The LPA will be responsible for reimbursement of all eligible expenses incurred under the terms of this AGREEMENT up to the date of the written notice of termination.

4. In the event that the DEPARTMENT stops payment to the LPA, the LPA may suspend work on the project. If this agreement is suspended by the LPA for more than thirty (30) calendar days, consecutive or in aggregate, over the term of this AGREEMENT, the ENGINEER shall be compensated for all services performed and reimbursable expenses incurred prior to receipt of notice of suspension. In addition, upon the resumption of services the LPA shall compensate the ENGINEER, for expenses incurred as a result of the suspension and resumption of its services, and the ENGINEER's schedule and fees for the remainder of the project shall be equitably adjusted.
5. This AGREEMENT shall continue as an open contract and the obligations created herein shall remain in full force and effect until the completion of construction of any phase of professional services performed by others based upon the service provided herein. All obligations of the ENGINEER accepted under this AGREEMENT shall cease if construction or subsequent professional services are not commenced within 5 years after final payment by the LPA.
6. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and have harmless the LPA, the DEPARTMENT, and their officers, employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
7. The ENGINEER and LPA certify that their respective firm or agency:
 - (a) has not employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for the LPA or the ENGINEER) to solicit or secure this AGREEMENT,
 - (b) has not agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
 - (c) has not paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for the LPA or the ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
 - (d) that neither the ENGINEER nor the LPA is/are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
 - (e) has not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
 - (f) are not presently indicated for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph and
 - (g) has not within a three-year period preceding this AGREEMENT had one or more public transaction (Federal, State, local) terminated for cause or default.

Where the ENGINEER or LPA is unable to certify to any of the above statements in this clarification, an explanation shall be attached to this AGREEMENT.

8. In the event of delays due to unforeseeable causes beyond the control of and without fault or negligence of the ENGINEER no claim for damages shall be made by either party. Termination of the AGREEMENT or adjustment of the fee for the remaining services may be requested by either party if the overall delay from the unforeseen causes prevents completion of the work within six months after the specified completion date. Examples of unforeseen causes included but are not limited to: acts of God or a public enemy; acts of the LPA, DEPARTMENT, or other approving party not resulting from the ENGINEER's unacceptable services; fire; strikes; and floods.

If delays occur due to any cause preventing compliance with the PROJECT SCHEDULE, the ENGINEER shall apply in writing to the LPA for an extension of time. If approved, the PROJECT SCHEDULE shall be revised accordingly.

9. This certification is required by the Drug Free Workplace Act (30 ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the DEPARTMENT unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to suspension of contract on grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the DEPARTMENT for at least one (1) year but not more than (5) years.

For the purpose of this certification, "grantee" or "Contractor" means a corporation, partnership or an entity with twenty-five (25) or more employees at the time of issuing the grant or a department, division or other unit thereof, directly responsible for the specific performance under contract or grant of \$5,000 or more from the DEPARTMENT, as defined the Act.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- (a) Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
 - (2) Specifying actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (a) abide by the terms of the statement; and
 - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than (5) days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;

- (2) The grantee's or contractor's policy to maintain a drug free workplace;
- (3) Any available drug counseling, rehabilitation and employee assistance program; and
- (4) The penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the contracting, or granting agency within ten (10) days after receiving notice under part (b) of paragraph (3) of subsection (a) above from an employee or otherwise, receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act, the ENGINEER, LPA and the Department agree to meet the PROJECT SCHEDULE outlined in EXHIBIT B. Time is of the essence on this project and the ENGINEER's ability to meet the PROJECT SCHEDULE will be a factor in the LPA selecting the ENGINEER for future projects. The ENGINEER will submit progress reports with each invoice showing work that was completed during the last reporting period and work they expect to accomplish during the following period.

- 10. Due to the physical location of the project, certain work classifications may be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.).
- 11. For Preliminary Engineering Contracts:
 - (a) That tracing, plans, specifications, estimates, maps and other documents prepared by the ENGINEER in accordance with this AGREEMENT shall be delivered to and become the property of the LPA and that basic survey notes, sketches, charts, CADD files, related electronic files, and other data prepared or obtained in accordance with this AGREEMENT shall be made available, upon request to the LPA or to the DEPARTMENT, without restriction or limitation as to their use. Any re-use of these documents without the ENGINEER involvement shall be at the LPA's sole risk and will not impose liability upon the ENGINEER.
 - (b) That all reports, plans, estimates and special provisions furnished by the ENGINEER shall conform to the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Manual or any other applicable requirements of the DEPARTMENT, it being understood that all such furnished documents shall be approved by the LPA and the DEPARTMENT before final acceptance. During the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.

AGREEMENT SUMMARY

Prime Consultant	TIN/FEIN/SS Number	Agreement Amount
Gonzalez Companies, LLC	43-1872209	\$44,685.00

Subconsultants	TIN/FEIN/SS Number	Agreement Amount
-		
Subconsultant Total		
Prime Consultant Total		\$44,685.00
Total for all work		\$44,685.00

Add Subconsultant

AGREEMENT SIGNATURES

Executed by the LPA:

Attest: The Local Public Agency Type of Name of Local Public Agency

By (Signature & Date)

By (Signature & Date)

Name of Local Public Agency Local Public Agency Type Clerk

Title

(SEAL)

Executed by the ENGINEER:

Consultant (Firm) Name

Attest:

Gonzalez Companies, LLC

By (Signature & Date)

Title

By (Signature & Date)

Title

APPROVED:

Regional Engineer, Department of Transportation (Signature & Date)

**EXHIBIT A
SCOPE OF SERVICES**

To perform or be responsible for the performance of the engineering services for the LPA, in connection with the PROJECT herein before described and enumerated below

- 1.) Make such detailed surveys as are necessary for the preparation of detailed roadway plans.
- 2.) Make complete general and detailed plans, special provisions, proposals and estimates of cost and furnish the LA with five (5) copies of the plans, special provisions, proposals and estimates. Additional copies of any or all documents, if required, shall be furnished to the LA by the ENGINEER at his actual cost for reproduction.
- 3.) Assist the LA in the tabulation and interpretation of the contractors' proposals.
- 4.) That all reports, plans, and special provisions to be furnished by the ENGINEER pursuant to the AGREEMENT, will be in accordance with current standard specifications and policies of the DEPARTMENT. It is being understood that all such reports, plans, and drafts shall, before being finally accepted, be subject to approval by the LA and the DEPARTMENT.
- 5.) To attend conferences at any reasonable time when requested to do so by representatives of the LA or the DEPARTMENT.
- 6.) In the event plans or surveys are found to be in error during construction of the SECTION and revisions of the plans or survey corrections are necessary, the ENGINEER agrees that he will perform such work without expense to the LA, even though final payment has been received by him. He shall give immediate attention to these changes so there will be a minimum delay to the Contractor.
- 7.) That basic survey notes and sketches, charts, computations, and other data prepared or obtained by the ENGINEER pursuant to this AGREEMENT will be made available, upon request, to the LA or the DEPARTMENT without cost and without restriction or limitations as to their use.
- 8.) That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by him and will show his professional seal where such is required by law.

Local Public Agency

County

Section Number

City of Belleville

St. Clair

22-00226-00-RS

**EXHIBIT B
PROJECT SCHEDULE**

Gonzalez Companies Receives Executed Contracts / Notice to Proceed - 1 week
Topographic and Boundary Survey (schedule & perform field work) - 1 weeks
Pavement Testing - 1 weeks
Preparation of Preliminary Plan & Profiles - 2 weeks
Development of Draft PS&E - 1 weeks
IDOT Pre-Final PS&E review - 4 weeks
Perform field check with City / revise PS&E / IDOT comments - 2 weeks
IDOT Final PS&E approval - 4 weeks
Advertise Project in IDOT Contractors Bulletin - 2 weeks
Contract approval, bonds, insurance processing - 6 weeks
Start Construction

City of Belleville	St. Clair	22-00226-00-RS
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**Exhibit C
Direct Costs Check Sheet**

List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project.

Item	Allowable	Quantity	Contract Rate	Total
<input type="checkbox"/> Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost (Up to state rate maximum)			
<input type="checkbox"/> Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			
<input type="checkbox"/> Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			
<input type="checkbox"/> Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			
<input type="checkbox"/> Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day			
<input type="checkbox"/> Vehicle Rental	Actual cost (Up to \$55/day)			
<input type="checkbox"/> Tolls	Actual cost			
<input type="checkbox"/> Parking	Actual cost			
<input type="checkbox"/> Overtime	Premium portion (Submit supporting documentation)			
<input type="checkbox"/> Shift Differential	Actual cost (Based on firm's policy)			
<input type="checkbox"/> Overnight Delivery/Postage/Courier Service	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Copies of Deliverables/Mylars (In-house)	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Copies of Deliverables/Mylars (Outside)	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Project Specific Insurance	Actual Cost			
<input type="checkbox"/> Monuments (Permanent)	Actual Cost			
<input type="checkbox"/> Photo Processing	Actual Cost			
<input type="checkbox"/> 2-Way Radio (Survey or Phase III Only)	Actual Cost			
<input type="checkbox"/> Telephone Usage (Traffic System Monitoring Only)	Actual Cost			
<input type="checkbox"/> CADD	Actual cost (Max \$15/hour)			
<input type="checkbox"/> Web Site	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Advertisements	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Public Meeting Facility Rental	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Public Meeting Exhibits/Renderings & Equipment	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Recording Fees	Actual Cost			
<input type="checkbox"/> Transcriptions (specific to project)	Actual Cost			
<input type="checkbox"/> Courthouse Fees	Actual Cost			
<input type="checkbox"/> Storm Sewer Cleaning and Televising	Actual cost (Requires 2-3 quotes with IDOT approval)			
<input type="checkbox"/> Traffic Control and Protection	Actual cost (Requires 2-3 quotes with IDOT approval)			
<input type="checkbox"/> Aerial Photography and Mapping	Actual cost (Requires 2-3 quotes with IDOT approval)			
<input type="checkbox"/> Utility Exploratory Trenching	Actual cost (Requires 2-3 quotes with IDOT approval)			
<input type="checkbox"/> Testing of Soil Samples	Actual Cost			
<input type="checkbox"/> Lab Services	Actual Cost (Provide breakdown of each cost)			
<input type="checkbox"/> Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			
<input type="checkbox"/>				
Total Direct Costs				

City of Belleville

St. Clair

22-00226-00-RS

**Exhibit D
Qualification Based Selection (QBS) Checklist**

The LPA must complete Exhibit D. If the value meets or will exceed the threshold in 50 ILCS 510, QBS requirements must be followed. Under the threshold, QBS requirements do not apply. The threshold is adjusted annually. If the value is under the threshold with federal funds being used, federal small purchase guidelines must be followed.

Form Not Applicable (engineering services less than the threshold)

Items 1-13 are required when using federal funds and QBS process is applicable. Items 14-16 are required when using State funds and the QBS process is applicable.

		No	Yes
1	Do the written QBS policies and procedures discuss the initial administration (procurement, management and administration) concerning engineering and design related consultant services?	<input type="checkbox"/>	<input type="checkbox"/>
2	Do the written QBS policies and procedures follow the requirements as outlined in Section 5-5 and specifically Section 5-5.06 (e) of the BLRS Manual?	<input type="checkbox"/>	<input type="checkbox"/>
3	Was the scope of services for this project clearly defined?	<input type="checkbox"/>	<input type="checkbox"/>
4	Was public notice given for this project?	<input type="checkbox"/>	<input type="checkbox"/>

If yes Due date of submittal

Method(s) used for advertisement and dates of advertisement

5	Do the written QBS policies and procedures cover conflicts of interest?	<input type="checkbox"/>	<input type="checkbox"/>
6	Do the written QBS policies and procedures use covered methods of verification for suspension and debarment?	<input type="checkbox"/>	<input type="checkbox"/>
7	Do the written QBS policies and procedures discuss the methods of evaluation?	<input type="checkbox"/>	<input type="checkbox"/>
	Project Criteria	Weighting	
-			
Add			
8	Do the written QBS policies and procedures discuss the method of selection?	<input type="checkbox"/>	<input type="checkbox"/>

Selection committee (titles) for this project

Top three consultants ranked for this project in order

1			
2			
3			
9	Was an estimated cost of engineering for this project developed in-house prior to contract negotiation?	<input type="checkbox"/>	<input type="checkbox"/>
10	Were negotiations for this project performed in accordance with federal requirements.	<input type="checkbox"/>	<input type="checkbox"/>
11	Were acceptable costs for this project verified?	<input type="checkbox"/>	<input type="checkbox"/>
12	Do the written QBS policies and procedures cover review and approving for payment, before forwarding the request for reimbursement to IDOT for further review and approval?	<input type="checkbox"/>	<input type="checkbox"/>
13	Do the written QBS policies and procedures cover ongoing and finalizing administration of the project (monitoring, evaluation, closing-out a contract, records retention, responsibility, remedies to violations or breaches to a contract, and resolution of disputes)?	<input type="checkbox"/>	<input type="checkbox"/>
14	QBS according to State requirements used?	<input type="checkbox"/>	<input type="checkbox"/>
15	Existing relationship used in lieu of QBS process?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
16	LPA is a home rule community (Exempt from QBS).	<input type="checkbox"/>	<input type="checkbox"/>

Allsup Place Roadway Improvements

MANHOURLY ESTIMATE

PREPARED BY: TS

QA'ED BY: JS

ROW ID	REVENUE PHASES, TASKS AND MILESTONES	Project Manager VI	Project Manager II	Project Engineer IV/Survey	Technician IV	Technician I	HOURS	LABOR	SUBS AND ODCS	MARKUP (SEE TAB 1)	SUBTOTAL
1.00	Preliminary Investigation										
1.01	Research and Investigation	4	8				12	\$ 2,260.00		\$ -	\$ 2,260.00
1.02	Analysis of Existing Pavement Condition	2	8				10	\$ 1,830.00	\$ 10,000.00	\$ 1,500.00	\$ 13,330.00
1.03	Development of Recommendations	2	8		8		18	\$ 2,590.00		\$ -	\$ 2,590.00
1.04	Coordination with Client	1	1				2	\$ 390.00		\$ -	\$ 390.00
1.08	QA	2					2	\$ 430.00		\$ -	\$ 430.00
1.09							0	\$ -		\$ -	\$ -
	SUM SUMMARY	11	25	0	8	0	44	\$ 7,500.00	\$ 10,000.00	\$ 1,500.00	\$ 19,000.00
2.00	Survey (1900')										
2.01	Research and Coordination (Not Included)						0	\$ -		\$ -	\$ -
2.02	Horizontal and Vertical Control (Not Included)						0	\$ -		\$ -	\$ -
2.03	Topographic Survey and Field Inspection (1,900')	2	2	20			24	\$ 3,280.00		\$ -	\$ 3,280.00
2.04	Process Data, Draw Linework and Create Surface				5		5	\$ 475.00		\$ -	\$ 475.00
2.06	Boundary Survey (Not Included)						0	\$ -		\$ -	\$ -
2.07	Right-of-Way and Easements (Not Included)						0	\$ -		\$ -	\$ -
2.08	QA	4	4				4	\$ 700.00		\$ -	\$ 700.00
2.09							0	\$ -		\$ -	\$ -
	SUM SUMMARY	2	6	20	5	0	33	\$ 4,455.00	\$ -	\$ -	\$ 4,455.00
3.00	Preliminary Plans										
3.02	Pavement Design and Typical Section	2	2		2		6	\$ 970.00		\$ -	\$ 970.00
3.03	Plan & Profile Sheets		4		16		20	\$ 2,220.00		\$ -	\$ 2,220.00
3.05	Misc. Details		2		8		10	\$ 1,110.00		\$ -	\$ 1,110.00
3.06	Removal Plan		2		8		10	\$ 1,110.00		\$ -	\$ 1,110.00
3.07	Schedule of Quantities		1		4		5	\$ 555.00		\$ -	\$ 555.00
3.08	Summary of Quantities		1		4		5	\$ 555.00		\$ -	\$ 555.00
3.09	General Notes and Cover Sheet		1		2		3	\$ 365.00		\$ -	\$ 365.00
3.10	Coordination with Client on Design Details	4	4				8	\$ 1,560.00		\$ -	\$ 1,560.00
3.11	QA	4					4	\$ 860.00		\$ -	\$ 860.00
3.12							0	\$ -		\$ -	\$ -
	SUM SUMMARY	10	17	0	44	0	71	\$ 9,305.00	\$ -	\$ -	\$ 9,305.00
4.00	Final Plans										
4.01	Meeting with Client to Review Plans	4	4				8	\$ 1,560.00		\$ -	\$ 1,560.00
4.02	Incorporate Revisions and Finalize Plans		4		8		12	\$ 1,460.00		\$ -	\$ 1,460.00
4.03	Utility Coordination		2		4		6	\$ 730.00		\$ -	\$ 730.00
4.04	Special Provisions and Contract Documents		8				8	\$ 1,400.00		\$ -	\$ 1,400.00
4.05	Calculate Quantities		2		4		6	\$ 730.00		\$ -	\$ 730.00
4.06	Check & Finalize Schedule of Quantities		1		4		5	\$ 555.00		\$ -	\$ 555.00
4.07	Check & Finalize Summary of Quantities		1		4		5	\$ 555.00		\$ -	\$ 555.00
4.08	Estimate of Cost		1		2		3	\$ 365.00		\$ -	\$ 365.00
4.09	Estimate of Time		1		2		3	\$ 365.00		\$ -	\$ 365.00
4.10	Finalize Bid Package		2		4		6	\$ 730.00		\$ -	\$ 730.00
4.11	QA	4					4	\$ 860.00		\$ -	\$ 860.00
4.12							0	\$ -		\$ -	\$ -
	SUM SUMMARY	8	26	0	32	0	66	\$ 9,310.00	\$ -	\$ -	\$ 9,310.00
5.00	Bidding Assistance and Contract Administration										
5.01	Pre-Bid Questions		4		4		8	\$ 1,080.00		\$ -	\$ 1,080.00
5.02	Bid Opening and Tabulation of Award	2	2		2		6	\$ 970.00		\$ -	\$ 970.00
5.03	Recommendation of Award	1	2				3	\$ 565.00		\$ -	\$ 565.00
5.04							0	\$ -		\$ -	\$ -
	SUM SUMMARY	3	8	0	6	0	17	\$ 2,615.00	\$ -	\$ -	\$ 2,615.00
	TOTAL	34	82	20	95	0	231	\$ 33,185.00	\$ 10,000.00	\$ 1,500.00	\$ 44,685.00



2022 PROFESSIONAL SERVICE RATES

<u>Employee Classification</u>	<u>Rate</u>
Project Manager VIII	\$235
Project Manager VII	\$225
Project Manager VI	\$215
Project Manager V	\$205
Project Manager IV	\$195
Project Manager III	\$185
Project Manager II	\$175
Project Manager I	\$165
Survey Manager	\$155
Senior Structural Engineer	\$165
Project Engineer VII	\$155
Project Engineer VI	\$145
Project Engineer V	\$135
Project Engineer IV	\$125
Project Engineer III	\$115
Project Engineer II	\$105
Project Engineer I	\$95
Survey Technician III	\$95
Survey Technician II	\$85
Survey Technician I	\$75
Technician VIII	\$135
Technician VII	\$125
Technician VI	\$115
Technician V	\$105
Technician IV	\$95
Technician III	\$85
Technician II	\$75
Technician I	\$65
<u>Direct Costs</u>	
Mileage	IRS Standard Rate
Other Direct Costs	15% Markup
Subconsultant Costs	15% Markup



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

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

Belleville
20 East Main Street
Belleville, IL 62220
618.416.4688

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

March 14, 2022

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

Re: N. Charles and Dewey Street Pavement Reconstruction and Curb Additions
OA Project No. 221111, Work Order 6

Dear Mr. Elkott:

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

Scope: Our Scope of Services include preparing plans, specifications and estimates for reconstructing street pavement and adding v-gutter to N. Charles and Dewey Street (see attached detailed Scope of Services).

Schedule: Submit final plans by June 30, 2022.

Estimated Cost: \$46,500 in accordance with current hourly rates and reimbursable schedule of our Continuing Services Agreement.

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

Sincerely,

OATES ASSOCIATES, INC.

Steven M Keil, PE, PLS
Project Manager

Thomas L Cissell, III, PE
Project Principal

Accepted on this date: _____

By: _____

Title: _____

N. CHARLES AND DEWEY STREET PAVEMENT RECONSTRUCTION AND CURB ADDITIONS

We propose to prepare plans, specifications and estimates for reconstructing N. Charles Street from Sherman to Dewey Street & Dewey Street from N. Church Street to N. Charles Street as shown in the attached Exhibit 1 (hereinafter called the "Project").

ITEMS INCLUDED IN BASE SCOPE OF SERVICES:

Field Survey

- Topo survey for the project area including gathering street and driveway grades and inverts, slopes, and pipe sizes for the exiting storm sewer.
- Collect inverts on existing storm sewer inlets.
- Draw survey in the office to create a background drawing.
- Site visit to review existing conditions and mark removal limits for a JULIE utility locate.
- Obtain 2 pavement cores to determine existing pavement thicknesses.
- Provide initial utility coordination to determine potential utility conflicts and to aid with design.

Preliminary Design and Calculations

- Prepare drainage area computations for two tributary areas.
- Prepare inlet computations to verify the type and location of inlets can accommodate flow.
- Layout inverts, tops, and location for about six inlets on N. Charles Street to capture street drainage.
- Layout three storm sewer/ culvert pipe runs with sizes, slopes, inverts, and tops.
- Develop existing and proposed street typical sections.
- Set horizontal and vertical street alignments – including showing stationing and curve data.
- Review potential utility conflicts and coordinate with utility companies.
- Develop a construction staging plan.
- Create construction details – including entrance, sidewalk, v-gutter, and a street grading detail for the intersection of Dewey and N. Charles Street.
- Review construction disturbance limits to identify seeding and grading limits.
- Create existing and proposed cross sections to review earthwork quantities.
- Refine the preliminary construction cost estimate previously developed for the proposal.

Plans, Specifications and Estimates (PS&E)

- Prepare a location map, index of sheets, list of standard drawings, and general notes.
- Prepare pavement details and street typical sections to show the existing and new pavement structure.
- Prepare plan and profile sheets with drainage callouts.
- Prepare construction details for inlets, v-gutter, entrances, and sidewalk.
- Prepare contract documents, including check sheets, supplemental specifications, interim provisions, and project specific special provisions
- Prepare an estimate of time and construction cost estimate.
- Prepare bidding documents for a lump sum Base Bid - including notice to bidders, contract proposal, schedule of prices, and project contract.
- Submit PS&E to the City for design approval.
- Incorporate revisions and/or comments requested by the Owner that are germane to the project scope.

ITEMS NOT INCLUDED IN SCOPE OF SERVICES

1. Storm sewer pipe design – there is an existing storm sewer main on N. Charles Street that will be used in place.
2. Bid Assistance – can be negotiated later.
3. Construction Administration – can be negotiated later.
4. Utility relocation plans. Only initial utility coordination is included as it is assumed they can be designed around.
5. Full-time construction inspection/observation – can be negotiated later.
6. Geotechnical Engineering.
7. Environmental Engineering.
8. Preparation of Plats, Temporary Construction Easements, Permanent Easements, or Right of Way Dedication Documents.
9. Construction layout – Can be negotiated later



Exhibit 1 – Assumed project scope of work.

ZONING BOARD OF APPEALS, CITY OF BELLEVILLE, ILLINOIS

ADVISORY REPORT

Application for Amendment: Blounts & Moore Holdings, LLC

Application Filed: 04/07/2022

20-APR22 – Blounts & Moore Holdings, LLC: Request for a Special Use Permit to operate an adult-use cannabis dispensing organization located at 7300 Twin Pyramid Parkway (07-13.0-107-002) located in a “C-2” Heavy Commercial District. (Applicable sections of the City code: 123.005, 123.008, 162.515) Ward 8

Present Zoning: C-2 Heavy Commercial

Meeting Held: 04/28/2022

Publication in News Democrat: 04/13/2022

Supporters: Conor Johnston

Objectors: Kathleen M. Arnold

Additional public comments: None

Aldermen Present: Alderman Chris Rothweiler Alderman Kent Randle
Alderman Bryan Whittaker Alderman Scott Ferguson
Alderman Raffi Ovian Alderman Phil Elmore
Alderman Joe Hazel

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

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

20-APR22: A motion was made to APPROVE the Request for a Special Use Permit to operate an adult-use cannabis dispensing organization located at 7300 Twin Pyramid Parkway by Ryan Moore IN THE NAME OF THE APPLICANT ONLY. It was seconded by Mitoshia Scott. The motion carried 6-0.

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

Director

Date



OFFICE USE ONLY

Name of Event: Memorial Day Ceremony
Date of Event: Mon 053022

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): ~~Belleville Memorial Day Assoc~~ Belleville Area Veteran's Group
Name of Event: Memorial Day Ceremony
Date of Event: Mon 053022 Event Starting Time: 11A Event Ending Time: 12P
Street Closure Time: — Street Re-Open Time: —

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

Name	Address	Phone	Email
Jim Page	Am Lea 2007 Swansen	[REDACTED]	

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

Describe the event in detail:

ceremony following parade

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

Walnut Hill Cemetery line avenue w small flags

Flag Pole Access (LOB) Port-A-Potties (LOB)
50 chairs (LOB) Sound System (BMDA)

Reviewed/Revised: 06/12/17 JRM

Revised: 02/26/18 JRM 06/29/21 JRM; 09/29/21 JRM

4 (10x10) tents (LOB)

OFFICE USE ONLY

Name of Event:

Date of Event:

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

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 (if available) (note on map location(s)) Yes No Number Requested: Walnut Hill
 - Music Yes No Times: _____
 - Barricades Yes No Number Requested: _____
- Comments or Additional Request(s): _____

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.

Signature of Person Making Application

Printed Name of Person Making Application

Mailing Address

Phone Number

E-mail

DATE OF APPLICATION: _____

Return this form (via mail/email/in-person):

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: Memorial Day Ceremony

Date of Event: Mon 05/20/22

<p>CHECKLIST (FOR USE BY CITY PERSONNEL ONLY)</p>	<p>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 type="checkbox"/> Insurance Certificate</p>	<p>Date Received by City Clerk's Office: <u>04/28/22</u></p> <p>Scheduled Meeting Date: <u>04/28/22 1130</u></p> <p>Date Approved by Staff: <u>04/28/22</u></p> <p>Date on Council Agenda: <u>05/02/22</u></p> <p>Notification Sent to Event Representative of Council Meeting: <u>04/29/22</u></p>
<p><input type="checkbox"/> Approved on: _____ <input type="checkbox"/> Denied on: _____</p> <p>Notification Sent to Event Representative of Council Approval/Denial on: _____</p>	

STAFF REVIEW SECTION

Police Department: SITUATIONAL AWARENESS

APPROVED DENIED DATE: 4/28/22 INITIALS: CM #380

Fire Department: _____

APPROVED DENIED DATE: _____ INITIALS: _____

Public Works: Event supported as requested to include tents, Porta Potties

APPROVED DENIED DATE: 4/28/22 INITIALS: JRB

Maintenance Department: Situational Awareness

APPROVED DENIED DATE: 28 Apr-22 INITIALS: DLW

Jenny Meyer

From: Jenny Meyer
Sent: Friday, April 29, 2022 9:58 AM
To: [REDACTED]
Cc: Jason Poole; jhartmann; Craig Maue; jpenet; Dean Hardt; Kathy Kaiser; Lt Chris Mattingly; MSgt Rob Rust; Erin Clifford; Niccy Cook
Subject: Memorial Day Ceremony

Jim:

Thanks for meeting with City Staff yesterday to discuss the upcoming Memorial Day Ceremony. Below is a synopsis of the items we discussed:

Event:

- Memorial Day Ceremony
- Monday, May 30, 2022
- 11:00am to 12:00pm
- Walnut Hill Cemetery

Public Works:

- Provide access to flag poles
- Provide port-a-potties
- Provide 50 chairs (locate along tree line)
- Provide 4 (10x10) tents (weather dependent)

Police Department:

- Situational awareness

Fire Department:

- Situational awareness

Maintenance Department:

- Situational awareness

Miscellaneous:

- Belleville Area Veteran's Group to handle sound system
- Belleville Area Veteran's Group to organize/arrange program for the event
- Belleville Area Veteran's Group to line avenue with small American Flags

This request will go to City Council on Monday, May 2, 2022, 7:00pm, Council Chambers, 101 South Illinois Street, Belleville, Illinois. Upon the final decision by the Council a letter will be sent via email.

Any questions, please do not hesitate to contact me.

Best,

Jenny

Jennifer Gain Meyer, MS, LEHP



OFFICE USE ONLY
 Name of Event: Heal from Within
 Date of Event: Sat 052822

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): Elated Hearts, LLC

Name of Event: Heal from Within- Mental Health Celebration

Sat

Date of Event: 05/28/22 Event Starting Time: 11:00 am Event Ending Time: 3:00 p.m.

Street Closure Time: _____ Street Re-Open Time: _____

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

Name	Address	Phone	Email
Jessica Dansberry	[REDACTED]		
Gladys Jenkins			

Number of people (80-150) animals (_____) vehicles (_____) expected to participate.

Describe the event in detail:

This will be a community event that celebrates the Month of May- Mental Health Awareness Month.

We will be conducting activities, screenings, and have vendors set up to promote self-care and wellness.

We are hoping to have live entertainment and food trucks as well.

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

Would like event to be held at Hough Park

Food Trucks

OFFICE USE ONLY

Name of Event: Head from Within
Date of Event: Sat 05/28/22

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

No

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: 12-10
- Sanitation Vehicle and Manpower Yes No
- Electric (if available) (note on map location(s)) Yes No Number Requested: notify Parks at locations
- Music Yes No Times: 11:30-2:30
- Barricades Yes No Number Requested: _____

Comments or Additional Request(s): _____

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.

Jessica M Dansberry
Signature of Person Making Application

Printed Name of Person Making Application

Mailing Address
[Redacted]

Phone Number

Jessica.M@elatedhearts.com

E-mail

DATE OF APPLICATION: 04/11/2022

Return this form (via mail/email/in-person):

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:

Heat from Within
Sat 05/28/22

Date of Event:

<p>CHECKLIST (FOR USE BY CITY PERSONNEL ONLY)</p>	<p>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 type="checkbox"/> Insurance Certificate</p>	<p>Date Received by City Clerk's Office: <u>04/22/22</u></p> <p>Scheduled Meeting Date: <u>04/28/22 10:45/11:5A</u></p> <p>Date Approved by Staff: <u>04/28/22</u></p> <p>Date on Council Agenda: <u>05/02/22</u></p> <p>Notification Sent to Event Representative of Council Meeting: <u>04/28/22</u></p>
<p><input type="checkbox"/> Approved on: _____ <input type="checkbox"/> Denied on: _____</p> <p>Notification Sent to Event Representative of Council Approval/Denial on: _____</p>	

STAFF REVIEW SECTION

Police Department: Situational Awareness

APPROVED DENIED DATE: 4/28/22 INITIALS: CM #380

Fire Department: _____

APPROVED DENIED DATE: _____ INITIALS: _____
Public Works: Hough Park usage, 6 tables, 10 additional picnic tables, and electricity to be provided.

APPROVED DENIED DATE: 4/28/22 INITIALS: JJP
Maintenance Department: Situational Awareness

APPROVED DENIED DATE: 28 Apr 22 INITIALS: DD

Jenny Meyer

From: Jenny Meyer
Sent: Thursday, April 28, 2022 2:26 PM
To: Jessica Dansberry; [REDACTED]
Cc: Jason Poole; jhartmann; Craig Maue; Lt Chris Mattingly; MSgt Rob Rust; Kathy Kaiser; jpenet; Niccy Cook; Erin Clifford; Dean Hardt
Subject: HEAL FROM WITHIN MENTAL HEALTH CELEBRATION
Attachments: FoodTruckFactSheet-1.pdf

Gladys & Jessica:

Thank you for meeting with staff yesterday to review the upcoming Heal From within Mental Health Celebration. Below is a synopsis of the discussion for your records:

Event:

- Heal from Within Mental Health Celebration
- Saturday, May 28, 2022
- 11:00am to 3:00pm
- Hough Park

Public Works:

- Deliver 6 trash toters on Friday, May 27, 2022 to Hough Park and pick-up Tuesday, May 31, 2022
- Deliver 10 additional picnic tables on Friday, May 27, 2022 to Hough Park and pick-up on Tuesday, May 31, 2022
- Provide electricity as requested. Organizers to contact the Parks Department at 618-233-1416 to schedule to meet Jason Poole to verify panels needed for electricity by no later than Wednesday, May 25, 2022.

Police Department:

- Situational awareness

Fire Department:

- Situational awareness

Maintenance Department:

- Situational awareness

Miscellaneous:

- **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)**
- *The City of Belleville would like to provide additional promotion for your event. Upon approval by the City Council, please contact Kathy Kaiser, kkaiser@belleville.net; 618-233-6810 to coordinate*
- **All Food Trucks will need to be licensed by the City of Belleville, City Clerk's Office prior to set-up. Information on food trucks can be located at the following link: <http://belleville.net/603/Permits-Licenses> under Mobile Vendor License**

Your event will go to City Council for final decision on Monday, May 2, 2022, 7:00pm, Council Chambers, 101 South Illinois Street, Belleville, IL 62220.

Upon the final decision by City Council a letter will be sent via email.

ELATED HEARTS

Heal from Within



Mental Health Month Celebration

"The strongest people are those who win battles we know nothing about."

MAINTAIN A HEALTHY LIFESTYLE

- Information on Suicide Prevention, Depression, Anxiety and more
- Offering Free Screenings
- How to Access Services in the Community

This Event is free to the Community and participating Organizations.

For information about participating, Please contact:

Elated Hearts Staff at 618-205-9205
or email jessica.m@elatedhearts.com



LIVE MUSIC
VENDORS
FOOD TRUCKS
CRAFTS & ACTIVITIES
LIVE DEMOS

Saturday May 28, 2022
11am-3pm

Hough Park
117 N. Third St





OFFICE USE ONLY
 Name of Event: Cinco de Mayo
 Date of Event: Th 0505/22
F 0506/22

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): El Gordinito

Name of Event: Cinco De Mayo

Date of Event: 5/5 & 5/6 Event Starting Time: 4pm ^{Thurs} _{Fri} Event Ending Time: Thurs. 10pm
Fri - 12pm

Street Closure Time: — Street Re-Open Time: —

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

Name	Address	Phone	Email
<u>Patricia Gonzalez</u>			
<u>Samuel Gonzalez</u>			

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

Describe the event in detail:
have beer truck, tent plus a D.J. from the hours above.

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

Special Event License (?)
 NO

OFFICE USE ONLY

Name of Event: Linea de Mayo
Date of Event: Th 050522
F 050622

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

No

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 (if available) (note on map location(s)) Yes No Number Requested: _____
- Music Yes No Times: 4p-10 Thurs 4p-12 Friday
- Barricades Yes No Number Requested: _____

Comments or Additional Request(s): _____

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.

[Redacted Signature] Patricia Gonzalez Lara
 Signature of Person Making Application Printed Name of Person Making Application

2630 Mascotta Ave Belleville, IL 62221
Mailing Address

[Redacted Phone Number] [Redacted E-mail]
Phone Number E-mail

DATE OF APPLICATION: _____

Return this form (via mail/email/in-person): 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: Lincoln Mayo

Date of Event: Th 050522

FA50622

<p>CHECKLIST (FOR USE BY CITY PERSONNEL ONLY)</p>	<p>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>042522</u></p> <p>Scheduled Meeting Date: <u>042822</u></p> <p>Date Approved by Staff: <u>042822</u></p> <p>Date on Council Agenda: <u>050222</u></p> <p>Notification Sent to Event Representative of Council Meeting: <u>042822</u></p>
<p><input type="checkbox"/> Approved on: _____ <input type="checkbox"/> Denied on: _____</p> <p>Notification Sent to Event Representative of Council Approval/Denial on: _____</p>	

STAFF REVIEW SECTION

Police Department: Situational Awareness

APPROVED DENIED DATE: 4/28/22 INITIALS: cm #380

Fire Department: _____

APPROVED DENIED DATE: _____ INITIALS: _____

Public Works: N/A

APPROVED DENIED DATE: 4/28/22 INITIALS: JRP

Maintenance Department: Situational Awareness

APPROVED DENIED DATE: 28Apr22 INITIALS: QTT

Jenny Meyer

From: Jenny Meyer
Sent: Thursday, April 28, 2022 1:55 PM
To: [REDACTED]
Cc: Jason Poole; jhartmann; Craig Maue; Dean Hardt; jpenet; Lt Chris Mattingly; MSgt Rob Rust; Kathy Kaiser; Erin Clifford; Niccy Cook
Subject: Cinco de Mayo

Patricia:

Staff reviewed your request for Cinco de Mayo this morning. Below is a synopsis of the discussion:

Event:

- Cinco de Mayo
- Thursday, May 5, 2022
- 4:00pm to 10:00pm
- Friday, May 6, 2022
- 4:00pm to 11:59pm
- Grass Area/Patio of El Gordito
- Music Thursday 4:00pm to 10:00pm
- Music Friday 4:00pm to 11:59pm

Street Closure Request:

- None

Public Works:

- Situational awareness

Police Department:

- Situational awareness

Fire Department:

- Situational awareness

Maintenance Department:

- Situational awareness

This will go to City Council for their final decision on Monday, May 2, 2022, 7:00pm, City Hall, Council Chambers, 101 South Illinois Street, Belleville, Illinois.

Upon their decision an email will be sent to the organizers.

If you have any questions, please let me know.

Best,

Jennifer Gain Meyer, MS, LEHP



OFFICE USE ONLY

Event Name: Westhaven Est Block Party
 Event Date: Sat 06/18/22

BLOCK PARTY REQUEST

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

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

Name(s) of requester(s): Octavia Wade

Name of Event: Westhaven Estates Block Party
 Sat

Date of Event: 6/18/22 Event Starting Time: 11am Event Ending Time: 5pm

Street Closure Time: 11am Street Re-Open Time: 5pm

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

Name	Address	Phone	Email
Octavia Wade	[REDACTED]	[REDACTED]	[REDACTED]
Nancy Jany	[REDACTED]	[REDACTED]	[REDACTED]
Veronica Rencher	[REDACTED]	[REDACTED]	[REDACTED]

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

NAME	ADDRESS	SIGNATURE
Nancy Jany	110 [REDACTED] Classen Dr Belleville	[REDACTED]
Veronica Rencher	16 [REDACTED] Classen Dr Belleville	[REDACTED]
Octavia Wade	110 [REDACTED] Classen Dr Belleville	[REDACTED]
Natsumi Lawrence	2 [REDACTED] Rose Marie Ave Belleville IL	[REDACTED]
Handrise L. Mosby	3 [REDACTED] Rose Marie Dr Belleville	[REDACTED]
Teddy Manning	3 [REDACTED] Rose Marie Dr Belleville	[REDACTED]

OFFICE USE ONLY

Event Name:

Mythun Blk Est Party

Event Date:

Sat 06/18/22

Streets to be closed for event:

Portion of Classen Drive indicated on map

Does this event require any of the following?

- Trash Containers *empty lot in DOW at*
- Picnic Tables *Samwelder*
- Sanitation Vehicle and Manpower
- Electric(if available) (note on map location(s))
- Music
- Barricades

Yes No

Number Requested: 10

Yes No

Number Requested: 8

Yes No

Number Requested: _____

Yes No

Times: _____

Yes No

Number Requested: 4

Comments or Additional Request(s): _____

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

[Redacted Signature]
Signature of Person Making Application

Octavia Wade
Printed Name of Person Making Application

[Redacted Address]
Mailing Address

[Redacted Phone and Email]
Phone Number E-mail

DATE OF APPLICATION: 4/22/22

Return this form (via mail/email/in-person):

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

Event Name:

North Est Blk Party

Event Date:

Sat 06/18/22

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 then be scheduled with all city staff and a representative of the event.
<input checked="" type="checkbox"/> Application <input checked="" type="checkbox"/> Event Map <input checked="" type="checkbox"/> Insurance Certificate	Date Received by City Clerk's Office: <u>042222</u> Scheduled Meeting Date: <u>042822</u> Date Approved by Staff: <u>042822</u> Date on Council Agenda: <u>050222</u> Notification Sent to Event Representative of Council Meeting: <u>042822</u>
<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: SITUATIONAL AWARENESS

APPROVED DENIED DATE: 4/28/22 INITIALS: cm #380

Fire Department: _____

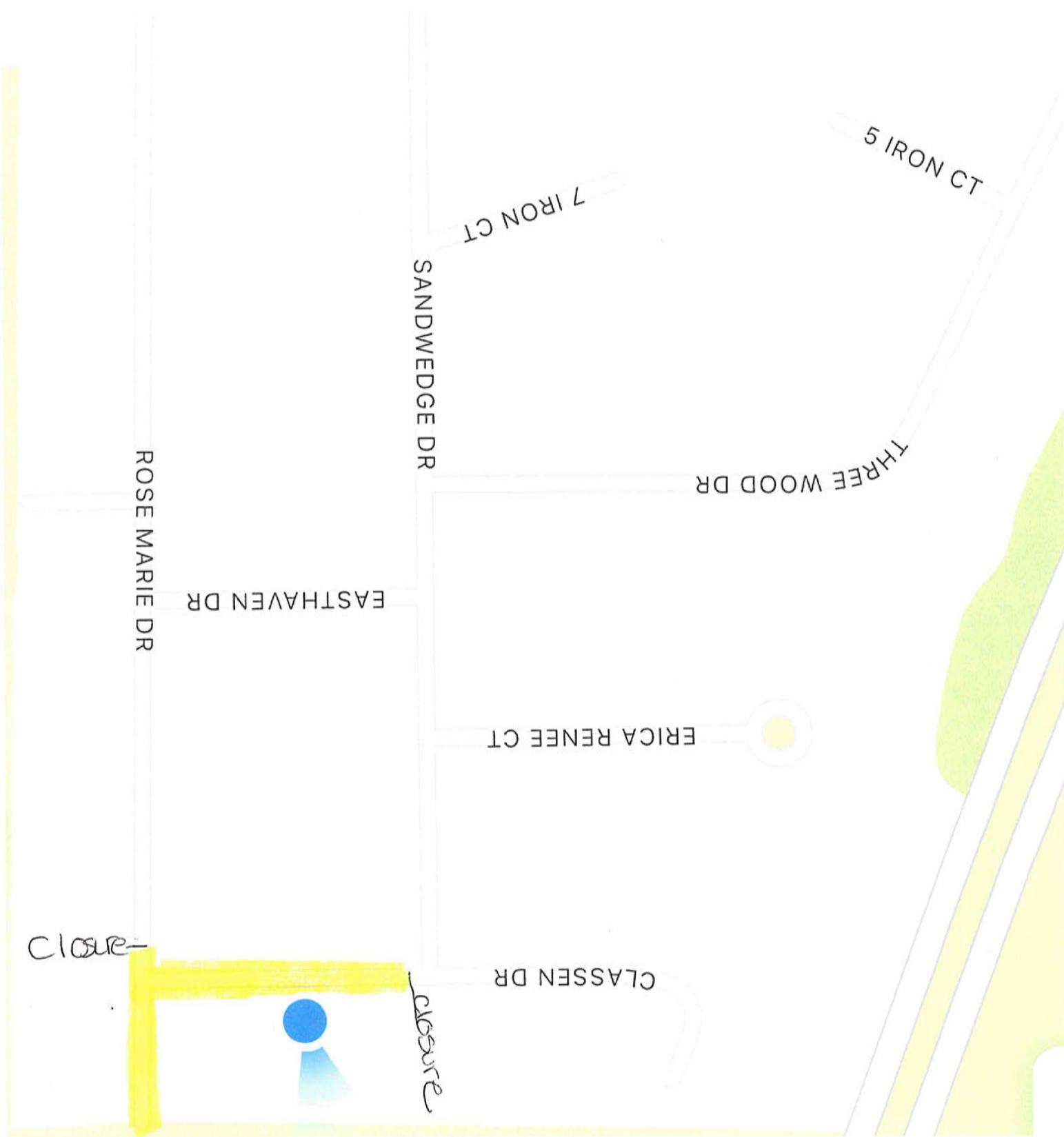
APPROVED DENIED DATE: _____ INITIALS: _____

Public Works: Barricades, 8 Picnic tables, 10 Toters provided as requested

APPROVED DENIED DATE: 4/28/22 INITIALS: JRP

Maintenance Department: Situational Awareness

APPROVED DENIED DATE: 7/8 Apr 22 INITIALS: DS



Jenny Meyer

From: Jenny Meyer
Sent: Thursday, April 28, 2022 1:39 PM
To: [REDACTED]
Cc: Jason Poole; jhartmann; Craig Maue; jpenet; Lt Chris Mattingly; MSgt Rob Rust; Kathy Kaiser; Dean Hardt; Erin Clifford; Niccy Cook
Subject: Westhaven Estates Block Party

Octavia:

Thanks for meeting with staff this morning to review the Westhaven Estates Block Party. Below is a synopsis of the discussion for your records:

Event:

- Westhaven Estates Block Party
- Saturday, June 18, 2022
- 11:00am to 5:00pm

Street Closure(s):

- End of Rose Marie Drive past Classen Drive
- Classen Drive from Rose Marie to Sandwedge
- 11:00am to 5:00pm

Public Works:

- Deliver barricades on Friday, June 17, 2022 and pick-up Monday, June 20, 2022. Organizers responsible for closing/opening streets at time(s) designated.
- Deliver 8 picnic tables on Friday, June 17, 2022 and pick-up Monday, June 20, 2022. Organizers responsible to return picnic tables to their drop-off location for pick-up.
- Deliver 10 trash toters on Friday, June 17, 2022 and pick-up Monday, June 20, 2022. Organizers responsible to return picnic tables to their drop-off location for pick-up.
- Drop all items to vacant ROW lot at end of Sandwedge/Classen

Maintenance Department:

- Situational awareness

Police Department:

- Situational awareness

Fire Department:

- Situational awareness

Your event request will go to City Council on Monday, May 2, 2022, 7:00pm, Council Chambers, 101 South Illinois Street, Belleville, Illinois, 62220. Upon the decision of the Council a letter will be sent via email.

Any questions, please let me know.

Best,

Jenny

OFFICE USE ONLY

Event Name:

Event Date:

TACO Family Festival
Sat 09/10/22 1000-1222

Streets to be closed for event:

Main Street @ 8th thru 10th streets plus City lot

Does this event require any of the following?

- Trash Containers Yes No Number Requested: 10
- Picnic Tables Yes No Number Requested: 10
- Sanitation Vehicle and Manpower Yes No
- Electric(if available) (note on map location(s)) Yes No Number Requested: _____
- Music Yes No Times: _____
- Barricades Yes No Number Requested: 8

Comments or Additional Request(s): _____

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



Signature of Person Making Application _____ Printed Name of Person Making Application _____

Mailing Address 825 W Main Belleville IL 62220

Phone Number 618 257-8626 or 618 444-6930 E-mail Community@tacofamily.org

DATE OF APPLICATION: 4/20/2022

Return this form (via mail/email/in-person):

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

Event Name:

1000 FAMILY FESTIVAL
SAT 09/10/22

Event Date:

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 then be scheduled with all city staff and a representative of the event.
<input checked="" type="checkbox"/> Application <input type="checkbox"/> Event Map <input type="checkbox"/> Insurance Certificate	Date Received by City Clerk's Office: <u>042022</u> Scheduled Meeting Date: <u>042822 1100A</u> 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: SITUATIONAL AWARENESS

APPROVED DENIED DATE: 4/28/22 INITIALS: CM #380

Fire Department: _____

APPROVED DENIED DATE: _____ INITIALS: _____

Public Works: 10 Tables, 10 Picnic tables, No Parking, Street closure to be provided at an approximate cost of \$500

APPROVED DENIED DATE: 4/28/22 INITIALS: JRP

Maintenance Department: Situational Awareness

APPROVED DENIED DATE: 28 Apr 22 INITIALS: Old

Jenny Meyer

From: Jenny Meyer
Sent: Friday, April 29, 2022 2:19 PM
To: TOCO Community
Cc: Jason Poole; jhartmann; Craig Maue; Lt Chris Mattingly; MSgt Rob Rust; jpenet; Kathy Kaiser; Dean Hardt; Niccy Cook; Erin Clifford
Subject: TOCO FAMILY FESTIVAL

Kara:

Staff met yesterday to review your application for TOCO Family Festival. Below is a synopsis of the event for your records

Event:

- TOCO Family Festival
- Saturday, October 1, 2022
- 3:00pm to 10:00pm

Street Closure:

- City Parking Lot - 10th & West Main
- West Main Street between 8th and 10th Street
- 12:00pm to 12:00am (100222)

Public Works:

- Close and Open West Main and parking lot on Saturday, October 1, 2022 into Sunday, October 2, 2022. Estimated cost for Public Works Personnel \$500.00 to be invoiced after event.
- Post "No Parking" signage on Friday, September 30, 2022.
- Deliver 10 trash totes and 10 picnic tables on Friday, September 30, 2022 and pick-up on Monday, October 3, 2022. Organizers responsible to return items to drop-off location.

Police Department:

- Situational awareness

Maintenance Department:

- Situational awareness

Fire Department:

- Situational awareness
- Follow all guidelines attached for food service/food trucks

Miscellaneous:

- All Food Trucks required to be licensed by the City of Belleville, City Clerk's Office prior to set-up. Information on food trucks can be located at the following link: <http://belleville.net/603/Permits-Licenses> under Mobile Vendor 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 go to City Council on Monday, May 2, 2022, 7:00pm, Council Chambers, 101 South Illinois Street, Belleville, Illinois.

An email will be sent to you upon their decision on the event.

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

Best,

Jenny

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



Resolution for Improvement Under the Illinois Highway Code



Is this project a bondable capital improvement?

Yes No

Resolution Type	Resolution Number	Section Number
Original	3441-2022	22-00226-00-RS

BE IT RESOLVED, by the Council of the City of Belleville

Governing Body Type

Local Public Agency Type

of Belleville Illinois that the following described street(s)/road(s)/structure be improved under

Name of Local Public Agency

the Illinois Highway Code. Work shall be done by Contract.

Contract or Day Labor

For Roadway/Street Improvements:

Name of Street(s)/Road(s)	Length (miles)	Route	From	To
Allsup Place	0.36	MUN 0018	IL Route 15	Town Hall Road

For Structures:

Name of Street(s)/Road(s)	Existing Structure No.	Route	Location	Feature Crossed

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

Roadway improvements consisting of pavement patching and HMA resurfacing.

2. That there is hereby appropriated the sum of Fifty Thousand and 00/100

Dollars (\$50,000.00) for the improvement of

said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I, Jennifer G. Meyer City Clerk in and for said City

Name of Clerk

Local Public Agency Type

Local Public Agency Type

of Belleville in the State aforesaid, and keeper of the records and files thereof, as provided by

Name of Local Public Agency

statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by

Council of Belleville at a meeting held on May 02, 2022.

Governing Body Type

Name of Local Public Agency

Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this day of Month, Year.

(SEAL)

Clerk Signature	Date

Approved

Regional Engineer Department of Transportation	Date

ORDINANCE NUMBER 9039-2022

AN ORDINANCE PROHIBITING THE USE OF GROUNDWATER AS A POTABLE WATER SUPPLY BY THE INSTALLATION OR USE OF POTABLE WATER SUPPLY WELLS OR BY ANY OTHER METHOD WITHIN CERTAIN AREAS IN THE CITY OF BELLEVILLE

WHEREAS, the property located at 7406 West Main Street in the City of Belleville, St. Clair County, Illinois has been used over a period of time for commercial/industrial purposes; and

WHEREAS, because of said use, concentrations of certain chemical constituents in the groundwater beneath the City may exceed Class I groundwater quality standards for potable resource groundwater as set forth in 35 Illinois Administrative Code 620 or Tier 1 remediation objectives as set forth in 35 Illinois Administrative Code 742; and

WHEREAS, the City of Belleville desires to limit potential threats to human health from groundwater contamination while facilitating the redevelopment and productive use of properties that are the source of said chemical constituents;

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

Section One. Use of groundwater as a potable water supply prohibited

The use of or attempt to use groundwater as a potable water supply by the installation or drilling of wells or by any other method is hereby prohibited within the portion of the City of Belleville depicted in Exhibit A, which is attached hereto and incorporated herein by reference. This prohibition includes the City of Belleville.

Section Two. Penalties

Any person violating the provisions of this ordinance shall be subject to a fine of up to \$500.00 for each violation.

Section Three. Definitions.

“Person” is any individual, partnership, co-partnership, firm, company, limited liability company, corporation, association, joint stock company, trust, estate, political subdivision, or any other legal entity, or their legal representatives, agents or assigns.

“Potable water” is any water used for human or domestic consumption, including, but not limited to, water used for drinking, bathing, swimming, washing dishes, or preparing foods.

Section Four. Repealer

All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed insofar as they are in conflict with this ordinance.

Section Five. Severability.

If any provision of this ordinance or its application to any person or under any circumstances is adjudged invalid, such adjudication shall not affect the validity of the ordinance as a whole or of any portion not adjudged invalid.

Section Six. Effective date.

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

Presented, passed, approved and recorded this 2nd day of May, 2022.

	<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	_____	_____
Nora Sullivan	_____	_____
Kara Osthoff	_____	_____

Approved:

Patty Gregory, Mayor

[SEAL]

ATTEST:

City Clerk

ORDINANCE NO. 9040 -2022

**AN ORDINANCE AMENDING TITLE XI (BUSINESS REGULATIONS),
CHAPTER 121 (ALCOHOLIC BEVERAGES), SECTION 121.04
(PROHIBITED LICENSEES AND LOCATIONS) 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 121.04 is hereby amended by repealing Section 121.04 (Prohibited Licensees and Locations) in its entirety, and substituting in lieu thereof Section 121.04 (Prohibited Licensees and Locations), as follows:

§ 121.04 PROHIBITED LICENSEES AND LOCATIONS.

(A) No retail liquor dealer's license shall be issued to:

- (1) A person who is not a resident of the city;
- (2) A person who is not of good character and reputation in the community;
- (3) A person who is not a citizen of the United States;
- (4) A person who has been convicted of a felony under any federal or state law, unless the Local Liquor Control Commissioner determines, after investigation, that such person has been sufficiently rehabilitated to warrant the public trust;
- (5) A person who has been convicted of being the keeper of or is keeping a house of ill fame;
- (6) A person who has been convicted of pandering or other crime or misdemeanor opposed to decency or morality;
- (7) A person whose license issued under this chapter has been revoked for cause;
- (8) A person who, at the time of application for renewal of any license issued hereunder would not be eligible for such license upon a first application;
- (9) A co-partnership unless all of the members of such co-partnership shall be qualified to obtain such license;
- (10) A corporation, if any officer, manager or director thereof, or any stockholder or stockholders owning in the aggregate more than 5% of the stock of

such corporation, would not be eligible to receive a license hereunder for any reason other than citizenship and residence within the political subdivision;

(11) A person whose place of business is conducted by a manager or agent unless the manager or agent possess the same qualifications required by the licensee. The qualifications of residency shall only be required for persons requesting or holding a Class "A" license;

(12) A person who has been convicted of a violation of any federal or state law concerning the manufacture, possession or sale of alcoholic liquor subsequent to 2-6-1934, or shall have forfeited his or her bond to appear in court to answer charges for any such violation;

(13) A person who does not own the premises for which a license is sought, or does not have a lease therefor, for the full period for which the license is to be issued;

(14) Any law enforcing public official, Mayor or member of the City Council; and no such official shall be interested in any way, either directly or indirectly in the manufacture, sale or distribution of alcoholic liquor;

(15) Any person, association or corporation not eligible for a state retail liquor dealer's license; or

(16) Any person, association or corporation operating or seeking to operate an establishment that derives more than 50% of its gross monthly revenues from licensed video gaming under the Illinois Video Gaming Act (230 ILCS 40/1 et seq.). At any time during a liquor license period or prior to the renewal of a liquor license, the Mayor may order the licensee to produce his, her or their accounting records to determine if the licensee remains eligible for a liquor license under this section. Ineligibility under this section, or the failure of the licensee to produce said records to the Mayor upon request, shall result in the automatic revocation of a liquor license.

(B) (1) No license shall be issued for the sale at retail of any alcoholic liquor within 100 feet of any church, school, other than an institution of higher learning, hospital, home for aged or indigent persons or for veterans, their spouses or children or any military or naval station; provided that, this prohibition shall not apply to hotels offering restaurant service, regularly organized clubs or to restaurants, food shops or other places where the sale of alcoholic liquors is not the principal business carried on; nor to the renewal of a license for the sale of retail of alcoholic liquor on premises within 100 feet of any church or school where such church or school has been established within such 100 feet since the issuance of the original license. In the case of a church, the distance of 100 feet shall be measured to the nearest part of any building used for worship services or educational programs and not to property boundaries. [Notwithstanding the foregoing, the Mayor may grant an exemption to the restrictions of this subsection \(B\)\(1\) consistent with Section 6-11 of the Illinois Liquor Control Act of 1934 \(235 ILCS 5/6-11\).](#)

(2) Nothing in this section shall prohibit the issuance of a license to a church or private school to sell at retail alcoholic liquor if any such sales are limited to

periods when groups are assembled on the premises solely for the promotion of some common object other than the sale or consumption of alcoholic liquors.

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

Section 3. Any person violating this Ordinance shall be subject to the penalties of Title XI (Business Regulations), Chapter 121 (Alcoholic Beverages), Section 121.99 (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 2nd day of May, 2022 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	_____	_____
Nora Sullivan	_____	_____
Kara Osthoff	_____	_____

APPROVED by the Mayor of the City of Belleville, Illinois this 3rd day of May, 2022.

MAYOR

ATTEST:

CITY CLERK

ORDINANCE NO. 9041-2022

**AN ORDINANCE AMENDING TITLE XV (LAND USAGE),
CHAPTER 154 (PROPERTY MAINTENANCE CODE),
SECTION 154.45 (DEFINITIONS) 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 154.45** is hereby amended by repealing Section 154.45 (Definitions) in its entirety, and substituting in lieu thereof Section 154.45 (Definitions), as follows:

§ 154.45 DEFINITIONS.

For the purpose of this subchapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

CHIEF OF POLICE. The Chief Law Enforcement Officer of the Department of Police of the city, or his or her designee, responsible for law enforcement and the investigation of complaints of violations with the provisions of this subchapter to ensure compliance with this subchapter.

CITY. The City of Belleville, Illinois, or, as appropriate, its employees, officers, agents, consultants or contractors acting under and within the scope of authority of the city to carry out and enforce the provisions of this subchapter.

CERTIFICATE. Crime-free housing certification certificate.

DIRECTOR. The Director of Health, Housing, and Building Department, or his or her authorized designee.

DUPLEX. A building with two rental units.

LANDLORD. The same as **MANAGING AGENT**.

MANAGING AGENT. One or more persons or business entities that have charge, care or control of a building in whole, or part thereof, in which rental units are maintained. **MANAGING AGENTS** are contractors of the owner, and can act on behalf of the owner as per the stipulations of their contract. If a **MANAGING AGENT** is appointed by an owner, the city will first contact the managing agent and then the owner regarding any issues or violations requiring attention.

MULTI-FAMILY BUILDING. A structure that contains three or more rental units.

OCCUPANT(S). The legal resident, or tenant, of a rental unit who enjoys the exclusive use of the rental unit as stipulated in the rental agreement.

ORGANIZATION. Includes a corporation, trust, estate, partnership, association or any other legal or commercial entity. The term shall not include a lessee who previously occupied a rental unit and who is subleasing the unit for the remaining part of his or her lease.

OWNER. One or more persons, jointly, severally or in common, or any organization, in whom is vested all or part of the legal title to property, or all or part of the beneficial ownership and a right to present use and enjoyment of the premises, including a mortgagee in possession.

PROPERTY MAINTENANCE CODE. The International Property Maintenance Code as adopted by the city, as amended.

RENT. Any payment made to or any consideration given to an owner, landlord or local agent pursuant to a rental agreement.

RENTAL AGREEMENT. All agreements, written or oral, concerning the right to use or occupy a rental unit for a specified period of time. It shall also include subleases.

RENTAL PROPERTY. A structure with one or more residential units, which are leased for occupancy and/or the subject of a contract-for-deed/bond-for-deed or other similar agreement, whether recorded or unrecorded. However, it does not include property excluded under § 154.42 of this chapter.

RENTAL UNIT. One or more rooms in a structure arranged, designed and used as a residence of living quarters by one or more persons who are not its owner(s), and contained within a rental property as defined herein. It includes single-family, multi-family, boarding house, duplexes, lodging house, mobile homes and trailers.

SINGLE-FAMILY DWELLING. A residential structure with one rental unit.

TENANT. The same as **OCCUPANT(S)**.

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 XV (Land Usage), Chapter 154 (Property Maintenance Code), Section 154.99 (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 2nd day of May, 2022 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	_____	_____
Nora Sullivan	_____	_____
Kara Osthoff	_____	_____

APPROVED by the Mayor of the City of Belleville, Illinois this 3rd day of May, 2022.

MAYOR

ATTEST:

CITY CLERK

ORDINANCE NO. 9042 -2022

**AN ORDINANCE AMENDING TITLE VII (TRAFFIC CODE),
CHAPTER 74 (PARKING REGULATIONS), SECTION 74.02 (NO PARKING RULES)
AND SECTION 74.04 (TOWING VEHICLES) 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 74.02** is hereby amended by repealing Section 74.02 (No Parking Rules) in its entirety, and substituting in lieu thereof Section 74.02 (No Parking Rules), as follows:

§ 74.02 NO PARKING RULES.

It shall be unlawful to permit any vehicle to stand at any time in any of the following places, except when necessary to avoid conflict with other traffic or in compliance with the directions of a police officer or traffic-control device:

- (A) In any intersection;
- (B) In a crosswalk;
- (C) Upon a bridge, viaduct, in any subway or tunnel or the approach thereto;
- (D) Within 30 feet of traffic signal, beacon or sign on the approach side;
- (E) Within 20 feet of any intersection or crosswalk;
- (F) Any place reducing roadway to usable width of less than 18 feet;
- (G) Within 15 feet of fire hydrant;
- (H) Within six feet of a driveway;
- (I) Within 50 feet of nearest rail or railroad crossing grade;
- (J) Within 20 feet of the driveway entrance to any Fire Department station and on the side of the street opposite the entrance to any such station within 75 feet of such entrance, when properly signposted or where curb is painted yellow; except that, parking shall be permitted within 25 feet of fire house on the east side of 12th Street;
- (K) On sidewalk or parkway;
- (L) At any place where official signs prohibit parking or where the curb is painted yellow;
- (M) Fire lane;

(N) At any City of Belleville owned premises, in Residential Districts including Multi-Family Districts, unless permitted by ordinance; and

(O) Within 25 feet in either direction of the Police Department's Speed Monitor Trailer.

(P) On any roadway prohibited by order of the Chief of Police.

Section 2. **Section 74.04** is hereby amended by repealing Section 74.04 (Towing Vehicles) in its entirety, and substituting in lieu thereof Section 74.04 (Towing Vehicles), as follows:

§ 74.04 TOWING VEHICLES.

The Police Department and all members thereof are hereby authorized to have removed and towed away any car or other vehicle parked, or any vehicle or trailer for hauling items including boats, lawn equipment, campers and the like, which has been parked in the same vicinity on any public street or other public place for a period of ~~78-72~~ consecutive hours and any vehicle parked on a roadway that is prohibited by order of the Chief of Police. Cars or trailers and the like so towed away shall be stored on any city property or in a public garage or parking lot and shall be restored to the owner or operator thereof after payment of the expense incurred by the city in removing or storing such vehicles.

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

Section 4. Any person violating this Ordinance shall be subject to the penalties of Title VII (Traffic Code), Chapter 74 (Parking Regulations), Section 74.99 (Penalty).

Section 5. 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 2nd day of May, 2022 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
Nora Sullivan
Kara Osthoff

APPROVED by the Mayor of the City of Belleville, Illinois this 3rd day of May, 2022.

MAYOR

ATTEST:

CITY CLERK

ORDINANCE NO. 9043-2022

**AN ORDINANCE AMENDING TITLE IX (GENERAL REGULATIONS),
CHAPTER 93 (NUISANCES), SECTION 93.082 (CONTROL OF
GLARE; LUMINAIRE DESIGN FACTORS) 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 93.082** is hereby amended by repealing Section 93.082 (Control of Glare; Luminaire Design Factors) in its entirety, and substituting in lieu thereof Section 93.082 (Control of Glare; Luminaire Design Factors), as follows:

§ 93.082 CONTROL OF GLARE; LUMINAIRE DESIGN FACTORS.

(A) Any luminaire with a lamp, lamps, all flood and spot luminaries shall be mounted at a height equal to or less than the value $3 + (D/3)$, where D is the distance in feet to the nearest property boundary. The maximum height of the luminaire may not exceed 25 feet.

(B) All exterior lights and illuminated signs shall be designed, located, installed and directed in such a manner as to prevent objectionable light at, and glare across, the property lines and disability glare at any location on or off the property.

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 IX (General Regulations), Chapter 93 (Nuisances), Section 93.999 (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 2nd day of May, 2022 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 Ovia	_____	_____
Ed Dintelman	_____	_____
Michelle Schaefer	_____	_____
Chris Rothweiler	_____	_____
Dr. Mary G. Stiehl	_____	_____
Dennis C. Weygandt	_____	_____
Phil Elmore	_____	_____
Nora Sullivan	_____	_____
Kara Osthoff	_____	_____

APPROVED by the Mayor of the City of Belleville, Illinois this 3rd day of May, 2022.

MAYOR

ATTEST:

CITY CLERK

ORDINANCE NO. 9044-2022

**AN ORDINANCE AMENDING TITLE XV (LAND USAGE),
CHAPTER 150 (BUILDING CODE; BUILDING REGULATIONS),
SECTION 150.38(N) (HVAC PERMIT TABLE NO. 1) 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 150.31(N)** is hereby amended by deleting the following provision thereof: "No permit fees are required for direct replacement of furnaces, water heaters, and air conditioners." All other provisions of Section 150.31(N) shall remain in full force and effect.

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 XV (Land Usage), Chapter 150 (Building Code; Building Regulations), Section 150.99 (Penalty).

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

PASSED by the City Council of the City of Belleville, Illinois, on this 2nd day of May, 2022 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 _____
Nora Sullivan _____
Kara Osthoff _____

APPROVED by the Mayor of the City of Belleville, Illinois this 3rd day of May, 2022.

MAYOR

ATTEST:

CITY CLERK

ORDINANCE NO. **XXXX-2022**

**A ZONING ORDINANCE IN RE CASE #20-APR22-
Blounts & Moore Holdings, LLC**

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

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

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

Whereas, a request has been filed for a Special Use Permit to establish and operate an adult-use cannabis dispensing organization located at 7300 Twin Pyramid Parkway (07-13.0-107-002) located in a "C-2" Heavy Commercial District. (Applicable sections of the city code: 123.005, 123.008, 162.515) Ward 8.

Whereas, a public hearing was held on April 28, 2022 before the City's Zoning Board of Appeals which has issued its advisory report.

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

Section 1. That the request for a Special Use Permit to establish and operate an adult-use cannabis dispensing organization located at 7300 Twin Pyramid Parkway (07-13.0-107-002) located in a "C-2" Heavy Commercial District is hereby approved subject to condition 1 identified below. (Applicable sections of the city code: 123.005, 123.008, 162.515) Ward 8.

1. In the name of the applicant only.

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

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

PASSED by the City Council of the City of Belleville, Illinois, on this 2nd day of May, 2022 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	_____	_____
Nora Sullivan	_____	_____

APPROVED by the Mayor of the City of Belleville, Illinois this 2nd day of May, 2022.

PATTY GREGORY, MAYOR

ATTEST:

JENNIFER GAIN MEYER, CITY CLERK

