



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

TUESDAY, JUNE 21, 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. Presentation by Larry Betz, Belleville Historical Society, of two new inductees, George Bunsen and Audrey Marsh King, Walk of Fame Induction, Saturday, October 8, 2022.

8. APPROVAL OF MINUTES

8-A. Motion to approve City Council Meeting Minutes and Executive Session Minutes of June 6, 2022.

9. CLAIMS, PAYROLL AND DISBURSEMENTS

- 9-A. Motion to approve claims and disbursements in the amount of **\$2,082,454.25** payroll in the amount of **\$924,480.84**.

10. REPORTS

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

11-A. MOTIONS FROM STREETS & GRADES

- 11-A(1). Motion to approve an agreement with Oates Associates in the amount of \$27,000.00 for preparation of Plans, Specifications, and Estimates (PS&E) for Periwinkle Circle resurfacing (TIF 3)
- 11-A(2). Motion to approve an agreement with Oates Associates in the amount of \$34,000.00 for Construction Administration for West A Street (8th to 10th; 13th to 17th) (TIF 3)
- 11-A(3). Motion to approve an agreement with Lochmueller Group not to exceed \$193,635.00 for 6th Street and adjacent roadway improvements. The limits of the proposed improvements (shown in **EXHIBIT A**) are bounded by West Main Street on the north, the Illinois Central Railroad crossing of Centerville Avenue on the south, the future public park property along Richland Creek on the west, and the intersections of Centerville Avenue with Lincoln Street and Washington Street on the east. (TIF 3)

11-B. MOTIONS FROM FINANCE

- 11-B(1). Motion to designate Mayor Patty Gregory and Finance Director Jamie Maitret as bid day representatives authorized to execute a contract for supply of electricity under the Electric Aggregation program on bid day.

- 11-B(2). Motion to waive formal bidding procedures and purchase 6 new Police Department SUV Interceptors from the State bid award vendor Morrow Brothers Ford for \$311,280.
- 11-B(3). Motion to approve purchase of BodyWorn police body cameras from Utility Associates, Inc for a total price of \$820,000.00, payable over 6-year agreement.
- 11-B(4). Motion to approve contract amendment with Clearwave for upgrade of internet at Firehouse #4 at additional cost of \$100 per month.
- 11-B(5). Motion to enter into an agreement with Locality Media Inc. (dba First Due) for professional services not-to-exceed \$32,550 for access to Locality Media's First Due Size-Up™ Community Connect™, Mobile Responder™ and/or other software-as-a-service platforms, as the Fire Department's primary records management system (RMS).
- 11-B(6). Motion to approve contract with Jarvis Electric to provide services of replacing current lighting at Belleville Educational Campus with LED lighting at no cost to the City.
- 11-B(7). Motion to approve FY23 budget amendment, as recommended by the Finance Director.

11-C. **MOTIONS FROM ADMINISTRATION**

- 11-C(1). Motion to approve amendments to 2022 Committees and Commissions calendar.

- 11-C(2). Motion to approve an Ordinance amending Title III (Administration), Chapter 30 (City Council), Section 30.19 (Standing Committees)
- 11-C(3). Motion to approve the execution of a “Right-of-Way Encroachment Agreement” between the City of Belleville and Shoehorn Brewing Inc./Shoehorn Properties, LLC to erect a Carb Max High Flow tank in the alley directly behind their property located at 225 East Main Street
- 11-C(4). Motion to amend Ordinance 9014-2021 A Zoning Ordinance in Re Case #71-NOV21-Tamara Scott to reflect the removal of applicant Tamara Scott and adding the new applicant name of Demarcus R. Scott/T&D Scott’s Investments LLC
- 11-C(5). Motion to repeal Title III (Administration), Chapter 33 (Public Safety; Law Enforcement), Section 33.102 (Definitions) consistent with the *Illinois Supreme Court’s decision in International Association of Firefighters, Local 50 v. The City of Peoria, 2022 IL 127040* (January 21, 2022)

11-D. MOTIONS FROM POLICE & FIRE COMMITTEE

- 11-D(1). Motion to approve an Ordinance amending Title III (Administration), Chapter 33 (Public Safety; Law Enforcement) Section 33.025 (Private Watchmen)
- 11-D(2). Motion to enter into an agreement with Banner Fire Equipment for refurbishment of our 2000 model year E-One 75’ Aerial Ladder, total cost not-to-exceed \$600,000, payable in two installments split between project commencement and upon delivery and acceptance

11-E. **MOTION FROM PLANNING COMMISSION**

- 11-E(1). Motion to approve a Site Plan for the construction of an approximate 5,000 square foot Tidal Wave Express Car Wash, with 28 associated vacuum stalls on an approximate 76,495 square foot lot within a C-2 (Heavy Commercial) district at 5940 Belleville Crossing (Parcel – 08-18.0-305-018) Ward 8. *Planning Commission unanimously recommended Approval, subject to all administrative reviews/approvals.*

11-F. **MOTION FROM BOARD OF FIRE & POLICE COMMISSION**

- 11-F(1). Motion to approve the promotion of Engineer Shane Leech to Captain, effective July 11, 2022, 12:01am.

12. COMMUNICATIONS

12-A. **NIGHT OF KSHE 95 – 07/23/2022**

Request from Lincoln Theatre to host Night of KSHE 95, Saturday, July 23, 2022, 6:00pm to 11:00pm. No street closure. Use of 10 parking spots at City parking lot located at corner of East “A” Street and North High Street. Additional City services: barricades and “No Parking” signage.

12-B. **JO DEE MESSINA – 08/26/2022**

Request from Lincoln Theatre to host Jo Dee Messina, Friday, August 26, 2022, 8:00pm to 11:00pm. No street closure. Use of 20 parking spots at City parking lot located at corner of East “A” Street and North High Street. Additional City services: barricades, metal bike racks and “No Parking” signage.

12-C. **STUDENT PERFORMANCE CAMP – 07/22/2022 and 08/15/2022**

Request from Melodic Rhythms to host their Student Performance Camp Friday, July 22, 2022 and Friday, August 15, 2022, 6:00pm to 10:00pm at 110 North High Street. Music 6:00pm to 10:00pm. No street closures. Use of 4 parking spots at City parking lot located at corner of North Jackson and East “B” Street for two food trucks. Additional City services, barricades and “No Parking” signage.

12-D. **BELLEVILLE WEST CLASS OF 1971 REUNION – 09/16/2022**

Request from Tavern on Main to host the Belleville West Class of 1971 Reunion, Friday, September 16, 2022, 3:00pm to 11:59pm. Street closure request: North Church Street from East Main to alley entrance and use of Gas Light Patio, 8:00am to 11:59pm. Additional City services: barricades, trash toter, picnic tables and “No Parking” signage.

12-E. **BELLEVILLE EAST CLASS OF 1970 REUNION – 10/01/2022**

Request from Tavern on Main to host the Belleville East Class of 1970 Reunion, Saturday, October 1, 2022, 3:00pm to 11:59pm. Street closure request: North Church Street from East Main to alley entrance and use of Gas Light Patio, 8:00am to 11:59pm. Additional City services: barricades, trash toter, picnic tables and “No Parking” signage.

13. PETITIONS

14. RESOLUTIONS

14-A. **RESOLUTION 3446-2022**

A Resolution Amending the Annual Budget of the City of Belleville, Illinois for the Fiscal Year Beginning on the First Day of May 2022 and Ending on the 30th Day of April 2023 (supplemental budget)

15. ORDINANCES

15-A. **ORDINANCE 9057-2022**

A Zoning Ordinance in RE Case #13APR22 – Sri Lakshmi Mini Mart, LLC

15-B. **ORDINANCE 9058-2022**

An Ordinance Amending Title III (Administration), Chapter 30 (City Council), Section 30.19 (Standing Committees) of the Revised Code of Ordinances of the City of Belleville, as Amended

15-C. **ORDINANCE 9059-2022**

An Ordinance Amending Title III (Administration), Chapter 33 (Public Safety; Law Enforcement), Section 33.025 (Police Marshal) of the

Revised Code of Ordinances of the City of Belleville, as Amended

15-D. **ORDINANCE 9060-2022**

An Ordinance Amending Ordinance 9014-2021 (a Zoning Ordinance in re Case #71-NOV21)

15-E. **ORDINANCE 9061-2022**

An Ordinance Repealing Title III (Administration), Chapter 33 (Public Safety; Law Enforcement), Section 33.102 (Definitions) of the Revised Code of Ordinances of the City of Belleville, as Amended

16. UNFINISHED BUSINESS

17. MISCELLANEOUS & NEW BUSINESS

17-A. Motor Fuel Claims in the Amount of **\$23,354.86**.

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)).

18-B. Possible motion to approve a Memorandum of Understanding (MOU) with the Teamsters Clerical 50.

18-C. Possible motion to approve a Memorandum of Understanding (MOU) and settlement with the Belleville Firefighters Local No. 53 (IAFF).

18-D. Possible motion to approve Collective Bargaining Agreement between the City of Belleville and the Belleville Firefighters Local No. 53 (IAFF).

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.

George Bunsen
(1794-1872)
Public Education Advocate

Born in Frankfurt on Main, Germany, Bunsen fled to St. Clair County in 1834 after participating in a failed revolt. He farmed with other Latin Farmers and taught school. He was elected a delegate to the Illinois Constitutional Convention of 1847. Bunsen was county school superintendent for 1855-1859. After moving to Belleville in 1857 he established a model primary school to demonstrate best teaching practices and was elected a city school director in 1859. He advocated for the St. Clair County Teachers' Institute, which improved teaching techniques. In 1857 he was a charter member of the board of directors of the State Board of Education tasked with organizing a teacher-training college, Illinois State Normal University, later Illinois State University.

Audrey Marsh King
(1920-2010)
Global Market Strategist

A native of Belleville, King entered the family business, Marsh Stencil Company, in 1952 and became the manager of export sales. By 1998 she developed a network of distributors in a hundred countries. She was a member of overseas trade missions and was the first female member of the St. Louis Regional Commerce and Growth Association's board of directors. The US Department of Commerce appointed her to advisory commissions and presented her company with two "E" awards for increasing US exports. King was inducted into the Packaging and Processing Hall of Fame. She served on the board of directors of Memorial Hospital and was a board member and president of the Belleville Philharmonic.

**CITY OF BELLEVILLE, ILLINOIS
COUNCIL MEETING MINUTES
COUNCIL CHAMBERS – CITY HALL
JUNE 6, 2022 – 7:00 PM**

Mayor Gregory called this meeting to order.

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

Aldermen Excused: Alderwoman Duco, Alderman Ferguson

ROLL CALL DEPARTMENT HEADS

City Clerk Gain Meyer called roll of Department Heads: City Treasurer Biermann, City Attorney Garrett Hoerner; Police Chief Clay; Fire Chief, JP Penet; Finance Director Jamie Maitret; Director of Public Works, Jason Poole; Director of Wastewater, Randy Smith; Director of Library, Leander Spearman; IT, Ty Buckner; City Engineer Sal Elkott; Director of Health, Housing and Building, Scott Tyler, Director of Economic Development, Planning & Zoning Clifford Cross, Director of Communications & PR, Kathy Kaiser.

Excused: Director of IT, Scott Markovich

PLEDGE

PUBLIC HEARING

NONE.

PUBLIC PARTICIPATION

Dave Schoenborn: I have taken over the Presidency of the Belleville Main Street Committee at least for the remainder of the year. Thank you, guys, for supporting downtown.

PRESENTATIONS, RECOGNITIONS & APPOINTMENTS

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

Mayor Gregory read a proclamation in recognition of Love a Senior Day.

Mayor Gregory recommended the reappointment of Timothy Price to serve a 5-year appointment on the Zoning Board of Appeals.

Alderwoman Schaefer made a motion second by Alderwoman Eros to approve the recommendation.

Members voting aye on roll call: Hazel, Whitaker, Eros, Randle, Anthony, Ovian, Dintelman, Schaefer, Stiehl, Rothweiler, Elmore, Weygandt, Sullivan, Osthoff (14)

Mayor Gregory recommended the appointment of Captain David Fields to serve a 3-year term on the Library Board.

Alderwoman Stiehl made a motion second by Alderman Rothweiler to approve the appointment.

Members voting aye on roll call: Whitaker, Eros, Randle, Anthony, Ovian, Dintelman, Schaefer, Stiehl, Rothweiler, Elmore, Weygandt, Sullivan, Osthoff, Hazel (14)

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

Enter Executive Session: 7:11 p.m.

Resumed Regular Session: 8:03 p.m.

Mayor Gregory recommended the following appointments for the remainder of the fiscal year 2022-2023:

- Matt Eiskant, Police Chief
- Mark Heffernan, Assistant Police Chief – This position requires technical training or knowledge as set forth in the applicable job description within the meaning of Section 31.031 (A) of the City's Revised Code of Ordinances.
- William Clay, Director of Human Resources and Community Development
- Gigi Dowling Urban, Administrative Liaison to the Mayor (part-time)

Alderwoman Eros made a motion second by Alderman Whitaker to approve the recommendations.

Members voting aye on roll call: Eros, Anthony, Ovian, Dintelman, Schaefer, Stiehl, Rothweiler, Elmore, Weygandt, Sullivan, Osthoff, Hazel, Whitaker (13)

Members abstaining on roll call: Randle (1)

Mayor Gregory recommended the appointment of Amber Weiss to serve the remaining 2 years of a 4-year term on the Downtown Development Redevelopment Commission.

Alderman Rothweiler made a motion second by Alderwoman Schaefer to approve the recommendation.

Members voting aye on roll call: Randle, Anthony, Ovian, Dintelman, Schaefer, Stiehl, Rothweiler, Elmore, Weygandt, Sullivan, Osthoff, Hazel, Whitaker, Eros (14)

APPROVAL OF MINUTES

Motion to approve City Council Meeting Minutes and the Executive Session minutes from May 16, 2022.

Aldermwoman Stiehl made a motion second by Aldermwoman Schaefer to approve these minutes.

All members voted aye.

CLAIMS, PAYROLL AND DISBURSEMENTS

Alderman Anthony made a motion second by Aldermwoman Schaefer to approve claims and disbursements in the amount of **\$1,709,419.81** and payroll in the amount of **\$971,087.92** for May 20th and **\$935,488.96** for June 3rd.

Alderman Anthony made a motion second by Aldermwoman Schaefer to approve the claims and payroll as read.

Members voting aye on roll call: Anthony, Ovian, Dintelman, Schaefer, Stiehl, Rothweiler, Elmore, Weygandt, Sullivan, Osthoff, Hazel, Whitaker, Eros, Randle (14)

REPORTS

Aldermwoman Schaefer made a motion second by Alderman Rothweiler to approve Statement of Cash and Investment Reports April 2022.

All members voted aye.

ORAL REPORTS

ADMINISTRATION:

Aldermwoman Eros made a motion second by Aldermwoman Schaefer to purchase the trailer only at 803 South 3rd Street (#02-01594) from the St. Clair County Tax Agent in the amount of \$795.00 for demolition.

Members voting aye on roll call: Ovian, Dintelman, Schaefer, Stiehl, Rothweiler, Elmore, Weygandt, Sullivan, Osthoff, Hazel, Whitaker, Eros, Randle, Anthony (14)

ZONING BOARD OF APPEALS:

13-APR22–Sri Lakshmi Mini Mart, LLC:

Request for a Special Use Permit to operate a convenience store and a Special Use Permit for use of a liquor license at 530 N. Douglas (08-22.0-128-001) located in a “C-2” Heavy Commercial

District. (Applicable sections of the zoning code: 162.145, 162.248, 162.515) Ward 1 ***IT IS THEREFORE the recommendation of the Zoning Board of Appeals that a Special Use Permit be DENIED BY A UNANIMOUS VOTE OF ALL MEMBERS PRESENT OF 6-0.***

Alderman Hazel made a motion second by Alderman Whitaker to deny the request.

Members voting aye on roll call: Dintelman, Schaefer, Stiehl, Rothweiler, Elmore, Weygandt, Sullivan, Osthoff, Hazel, Whitaker, Eros, Randle, Anthony, Ovian (14)

BOARD OF FIRE & POLICE COMMISSIONERS:

Alderman Anthony made a motion second by Alderwoman Eros to approve the promotion of Lt. Chris Mattingly to Captain and Officer Paul Anderson to Sergeant effective June 21, 2022, at 12:01am.

Members voting aye on roll call: Schaefer, Stiehl, Rothweiler, Elmore, Weygandt, Sullivan, Osthoff, Hazel, Whitaker, Eros, Randle, Anthony, Ovian, Dintelman (14)

COMMUNICATIONS

PRIDE MONTH FLAGS – JUNE 2022

Request from Metro East Pride to display Pride flags during the month of June on North Illinois, South Illinois, East Main and West Main at poles available. No Pride flags to be flown around the Veteran's Memorial Fountain.

BELLEVILLE BARBERSHOP CHORUS – JUNE 2022

Request from Belleville Barbershop Chorus to display their Annual Show banner on North Illinois Street after June 6, 2022, through June 25, 2022.

TAVERN PATIO PARTY – 06/24/2022

Request from Tavern on Main to host Tavern Patio Party, Friday, June 24, 2022, 12:00pm to 11:30pm. Street closure request: North Church Street from East Main to alley entrances and use of Gas Light Patio, 12:00pm to 11:30pm. Additional City services: picnic tables, "No Parking" signage, trash toters and barricades.

618 WINGFEST – 09/10/2022

Request from Silas Savory & Neva Legal Promotions to host 618 Wingfest, Saturday, September 10, 2022, 12:00pm to 7:00pm. Street closure request: West Main Street from west side of 9th Street to east side of 12th Street and use of City Parking Lot at 10th & Main. Additional City services: Public Works Personnel, picnic tables, trash toters and "No Parking" signage.

CAR, JEEP & MOTORCYCLE CRUISE – 06/11/2022

Request from McIlravy's Irish Pub to host a Car, Jeep & Motorcycle Cruise, Saturday, June 11, 2022, 12:00pm to 8:00pm. Street closure request: First block of North 30th Street to alley entrance, 12:00pm to 11:59pm. Additional City services: "No Parking" signage, barricades and picnic tables.

STREET PARTY & DRAG SHOW FUNDRAISER – 06/11/2022

Request from Club Escapade and MEPSI to host Street Party and Drag Show Fundraiser, Saturday, June 11, 2022, 7:00pm to 11:00pm. Street closure request: North 2nd Street from West Main to parking lot entrances. Additional City services: barricades, “No Parking” signage and electric.

CANDLEBOX CONCERT – 06/16/2022

Request from Lincoln Theatre to host Candlebox Concert, Thursday, June 16, 2022, 7:00pm to 11:00pm. Street closure request: 10 parking spots in City lot at corner of North High Street & East “A” Street. Additional City services: barricades.

LABOR DAY PICNIC – 09/05/2022

Request from SW IL Central Labor Council to host Labor Day Picnic, Monday, September 5, 2022, 10:00am to 4:00pm, Hough Park. Additional City services: Police Personnel, trash toters, picnic tables, electric and signage.

LABOR DAY PARADE – 09/05/2022

Request from SW IL Central Labor Council to host Labor Day Parade, Monday, September 5, 2022, 10:00am to 11:30am. Street closure request: South 1st Street from West Washington (south side) to West Monroe (north side) and South 2nd Street from West Washington (south side) to West Monroe (north side) (includes cross streets in between), 8:00am to 11:00am. Parade route rolling closure 10:00am to 11:30am. Additional City services: Public Works and Police Personnel, clean-up and barricades.

Alderman Whitaker made a motion second by Alderwoman Schaefer to approve these communications as read.

Alderwoman Eros: 12-C my concern is it is going to 11:30 p.m. I thought we all agreed upon 11:00 p.m. was going to be our time, when we had that conversation.

City Clerk Gain Meyer: This is going on at the same time that we have already approved the 150th Anniversary for Liese Lumber, they are actually supplying the food and so they are closing off that street, this is all in conjunction and that was already approved.

Alderman Weygandt: 12-A the flags, it says none around the Memorial Fountain. What about the rest of uptown?

City Clerk Gain Meyer: All the fountains there will never be anything other than the U.S. Flags. Each intersection is a crosswalk and anything within that area will not have anything other than a United States Flags, ever. Where you see other poles on South Illinois, North Illinois, East and West Main those will be the Pride Flags.

Mayor Gregory: That is exactly what we do for the flags for Art on the Square and the other banners. Just because we felt like that Veterans’ Memorial area should remain for the U.S. Flags

All members voted aye.

PETITIONS

NONE.

RESOLUTIONS

Alderwoman Schaefer made a motion second by Alderwoman Eros to read Resolution 3445 by title only.

All members voted aye.

RESOLUTION 3445-2022

A Resolution requesting permission from IDOT to close Route 159 for the Labor Day Parade - Monday, September 5, 2022.

Alderwoman Schaefer made a motion second by Alderwoman Eros to approve the Resolution as read.

Members voting aye on roll call: Stiehl, Rothweiler, Elmore, Weygandt, Sullivan, Osthoff, Hazel, Whitaker, Eros, Randle, Anthony, Ovian, Dintelman, Schaefer (14)

UNFINISHED BUSINESS

Alderman Ovian: When are we going to get reimbursed by the State for Lindenwood?

Mayor Gregory: The Grant has been signed and approved we are just waiting for, it was done, Eric Schauster and Jamie have been working on it. It was in several weeks ago and we signed it about a week and a half ago.

City Clerk Gain Meyer: May 31st is when we turned it back into the State.

Mayor Gregory: The Governor told me personally it is on its way.

MISCELLANEOUS & NEW BUSINESS

Alderwoman Stiehl made a motion second by Alderwoman Schaefer to approve Motor Fuel Claims in the Amount of **\$201,353.76**.

Alderman Weygandt: Isn't that a lot of gas? That is up there.

Finance Director Maitret: Motor Fuel Claims are not gasoline. So, we get a gasoline tax, if has to be for IDOT approved expenditures related to purchase of materials, it could be concrete patching, asphalt patching all those types of things but not for the purchase of gasoline.

Members voting aye on roll call: Rothweiler, Elmore, Weygandt, Sullivan, Osthoff, Hazel, Whitaker, Eros, Randle, Anthony, Ovian, Dintelman, Schaefer, Stiehl (14)

ADJOURNMENT

Aldерwoman Schaefer made a motion second by Aldерwoman Eros to adjourn at 8:20 p.m.

All members voted aye.

Jennifer Gain Meyer, City Clerk

**CITY OF BELLEVILLE PAYMENT SUMMARY
COUNCIL MEETING - JUNE 21, 2022**

GENERAL FUND

00 - Revenue	\$161,417.38
50 - Administration	\$46,210.50
51 - Police	\$67,008.47
52 - Fire	\$7,409.88
53 - Streets	\$22,172.61
54 - Parks	\$32,508.18
55 - Cemetery	\$1,632.75
56 - Hlth/Sanitation	\$104,049.29
61 - Health & Housing	\$2,583.18
62 - Economic Dev, Planning & Zoning	\$994.98
82 - Mayor	\$70.00
83 - Finance	\$175.00
84 - Human Resources	\$46.71
85 - Clerk	\$4,805.00
86 - Treasurer	\$123.38
87 - Maintenance	\$15,457.55
88 - Engineering	\$120.02
GENERAL FUND TOTAL	<u>\$466,784.88</u>

SEWER OPERATIONS

75 - Collections	\$28,281.82
77 - Lines	\$46,573.13
78 - Plant	\$66,350.60
SEWER TOTAL	<u>\$141,205.55</u>

04 - Library	\$28,724.79
07 - Park/Rec	\$11,701.44
12 - General & Community Assistance	\$10,394.98
13 - Motor Fuel Tax Fund	\$23,354.86
15 - Tort Liability Fund	\$850.00
19 - ARPA	\$1,207,350.25
20 - Campus Fund	\$43,988.43
22 - Sewer Repair & Replacement	\$44,131.10
24 - Sewer Const.	\$15,854.04
30 - SSA	\$223.44
38 - TIF 3	\$79,272.80
55 - TIF 13 Drake Road	\$4,380.00
75 - TIF 17 E Main Street	\$4,237.69

ALL FUNDS TOTAL	<u><u>\$2,082,454.25</u></u>
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SYS DATE:06/10/22

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

SYS TIME:10:33

DATE: 06/10/22

Friday June 10, 2022

[NCS]

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VENDOR #	NAME	DEPT.	AMOUNT
=====			
12	GENERAL & COMMUNITY ASSISTANCE		
AM061	AMEREN ILLINOIS	12-00	517.94
CA134	CAPITAL ONE AUTO FINANCE	12-00	312.00
DO051	DOLLAR GENERAL, INC	12-00	5,025.00
GL041	GLOBAL LENDING SERVICES	12-00	312.00
IL088	ILLINOIS AMERICAN WATER	12-00	55.88
LI055	LIBERTY MUTUAL GROUP	12-00	85.64
PE068	PETTY CASH	12-00	500.00
SP054	SPECIALIZED LOAN SERVICING LLC	12-00	202.00
ST195	STATE REALTY PROPERTY MANAGEMENT	12-00	312.00
TM004	T-MOBILE	12-00	182.68
WH056	WHITEHEAD, MICHAEL	12-00	275.00
	**TOTAL		7,780.14
	12 GENERAL & COMMUNITY ASSISTANCE	GRAND TOTAL	7,780.14
	GRAND TOTAL FOR ALL FUNDS:		7,780.14
	TOTAL FOR REGULAR CHECKS:		7,780.14

SYS DATE:06/10/22

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

SYS TIME:13:08

DATE: 06/10/22

Friday June 10, 2022

[NCS]

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VENDOR #	NAME	DEPT.	AMOUNT
=====			
01	GENERAL FUND		
	STREETS		
H0034	HOME DEPOT CREDIT SERVICES	01-53	199.00
	**TOTAL STREETS		----- 199.00
	PARKS DEPARTMENT		
H0034	HOME DEPOT CREDIT SERVICES	01-54	19.15
	**TOTAL PARKS DEPARTMENT		----- 19.15
	01 GENERAL FUND	GRAND TOTAL	218.15

VENDOR #	NAME	DEPT.	AMOUNT
=====			
04	LIBRARY		
176	BARCOM SECURITY	04-00	150.00
4356	HONEYWELL INTERNATIONAL INC	04-00	1,326.15
4729	ILLINOIS LIBRARY ASSOCIATION	04-00	85.00
515	HOME-BRITE ACE HARDWARE	04-00	14.99
5385	INGRAM LIBRARY SERVICES	04-00	301.58
6651	PETTY CASH-LIBRARY	04-00	100.37
7302	THOMSON REUTERS - WEST	04-00	688.00
CE018	GALE/CENGAGE LEARNING	04-00	32.00
CI028	CINTAS FIRE 636525	04-00	100.80
CI037	CINTAS	04-00	97.69
CL029	CLINE, REBECCA	04-00	193.79
DE074	DE LAGE LANDEN FINANCIAL SERVICES	04-00	1,001.87
ER016	E-RATE FUNDING SERVICES, LLC	04-00	1,650.00
GO035	GOLDEN IMAGES LLC	04-00	6,163.22
MI000	MIDWEST TAPE	04-00	862.28
NE016	NEWSBANK INC	04-00	4,313.00
PR004	PROQUEST LLC	04-00	2,493.36
PR070	PRESTOX	04-00	91.70
QU006	QUILL CORPORATION	04-00	379.30
TE026	TECSRV	04-00	861.00
TM002	T-MOBILE	04-00	2,856.00
TO026	TODAY'S BUSINESS SOLUTIONS INC	04-00	240.00
TR075	TREEHOUSE WILDLIFE CENTER	04-00	150.00
US015	US SIGNAL COMPANY, LLC	04-00	2,259.98
WA089	WATTS COPY SYSTEM, INC	04-00	857.93
	**TOTAL		27,270.01

04	LIBRARY	GRAND TOTAL	27,270.01

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VENDOR #	NAME	DEPT.	AMOUNT
=====			
07	PLAYGROUND AND RECREATION		
4782	SAM'S CLUB/SYNCHRONY BANK	07-00	1,869.91
	**TOTAL		----- 1,869.91
	07 PLAYGROUND AND RECREATION	GRAND TOTAL	1,869.91

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VENDOR #	NAME	DEPT.	AMOUNT
20	CAMPUS FUND		
551	ILLINOIS AMERICAN WATER	20-00	669.02
	**TOTAL		----- 669.02
	20 CAMPUS FUND	GRAND TOTAL	669.02

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VENDOR #	NAME	DEPT.	AMOUNT
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21 SEWER OPERATION & MAINTENANCE

HO034	SEWER LINES HOME DEPOT CREDIT SERVICES	21-77	132.75
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	**TOTAL SEWER LINES		132.75
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	21 SEWER OPERATION & MAINTENANCE	GRAND TOTAL	132.75
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	GRAND TOTAL FOR ALL FUNDS:		30,159.84
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	TOTAL FOR REGULAR CHECKS:		26,813.49
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	TOTAL FOR DIRECT PAY VENDORS:		3,346.35
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VENDOR #	NAME	DEPT.	AMOUNT
=====			
01 GENERAL FUND			
BA033	BATES ELECTRIC	01-00	25.00
EC007	ECKERT'S COUNTRY STORE AND FARMS	01-00	2,398.93
KE080	KELLER, RONALD	01-00	40.00
OF010	O'FALLON HARDWARE, LLC, NP PROPER	01-00	1,844.09
SO050	SONOMA CAP RE FUND II, LLC	01-00	1,135.26
TI009	TIGER SERVICES	01-00	81.00
UM001	UMB BANK - CORPORATE TRUST	01-00	155,393.10
YO025	YORK, LINDA	01-00	500.00
	**TOTAL		161,417.38
ADMINISTRATION			
1547	THOUVENOT, WADE, & MOERCHEN INC	01-50	16,375.00
3119	COMPUTYPE IT SOLUTIONS	01-50	927.79
402	EGYPTIAN WORKSPACE PARTNERS	01-50	47.98
4902	AT & T	01-50	164.23
5473	ST CLAIR COUNTY COLLECTOR	01-50	1,270.06
551	ILLINOIS AMERICAN WATER	01-50	9,236.32
5987	IL STATE POLICE, DIV OF JUSTICE	S01-50ES	141.25
AM063	AMAZON BUSINESS	01-50	72.00
AT028	AT&T	01-50	79.45
CD003	SHRED-IT USA LLC	01-50	201.99
CH030	CHARTER COMMUNICATIONS	01-50	270.27
CO139	CONSTELLATION NEW ENERGY, INC	01-50	7,710.10
FR042	FREEBURG PRINTING & PUBLISHING, I	01-50	16.35
KA008	KAISER, KATHLEEN	01-50	444.45
SP053	SPECTRUM VOIP	01-50	20.75
ST231	ST LOUIS JEWISH LIGHT	01-50	567.00
UM001	UMB BANK - CORPORATE TRUST	01-50	8,665.51
	**TOTAL ADMINISTRATION		46,210.50
POLICE DEPARTMENT			
3728	DOBBS AUTO CENTERS, INC.	01-51	416.82
385	DON'S HARDWARE, INC.	01-51	89.50
4058	MORROW BROTHERS FORD, INC.	01-51	5,358.68
4902	AT & T	01-51	57.50
515	HOME-BRITE ACE HARDWARE	01-51	43.52
5205	PASS SECURITY	01-51	132.00
6122	VERIZON WIRELESS	01-51	1,939.20
6392	STREICHER'S	01-51	7,199.96
6562	EVIDENT, INC.	01-51	605.91
657	LEON UNIFORM COMPANY, INC.	01-51	6,237.14
AM063	AMAZON BUSINESS	01-51	1,560.26
AT028	AT&T	01-51	45.40
BU079	BUSEY BANK	01-51	2,294.73
CH030	CHARTER COMMUNICATIONS	01-51	244.22
CO051	CONTEMPORARY LIFE SAVING TRAINING	01-51	2,512.85
ED034	ED MORSE FORD	01-51	1,043.40
FA026	FACTORY MOTOR PARTS CO	01-51	74.77

VENDOR #	NAME	DEPT.	AMOUNT
=====			
01 GENERAL FUND			
POLICE DEPARTMENT			
HU069	HUELS OIL COMPANY	01-51	30,360.96
IL008	TECHNOLOGY MANAGEMENT REVOLVING F	01-51	323.70
KE000	KELSO AUTO BODY, INC.	01-51	60.00
KI021	KIESLER POLICE SUPPLY, INC	01-51	5,740.80
LO035	LOCKS A 2 Z INC	01-51	138.00
OR001	O'REILLY AUTO PARTS	01-51	385.80
SE036	SECURE-IDLE INC	01-51	114.03
UN027	UNIFIRST CORPORATION	01-51	29.32

**TOTAL POLICE DEPARTMENT			67,008.47
FIRE DEPARTMENT			
182	BANNER FIRE EQUIPMENT INC	01-52	680.00
4902	AT & T	01-52	116.22
515	HOME-BRITE ACE HARDWARE	01-52	18.79
5205	PASS SECURITY	01-52	90.00
726	CLEAN UNIFORM COMPANY	01-52	251.30
731	MOTOROLA SOLUTIONS INC-STARCOM21	01-52RK	135.00
AM063	AMAZON BUSINESS	01-52	103.80
AT028	AT&T	01-52	11.35
BU079	BUSEY BANK	01-52	229.08
CH030	CHARTER COMMUNICATIONS	01-52	419.94
HU069	HUELS OIL COMPANY	01-52	4,511.60
J1000	HEARTLAND AUTOMOTIVE SERVICES	01-52	84.12
LO010	LOWE'S	01-52	512.05
OR001	O'REILLY AUTO PARTS	01-52	246.63

**TOTAL FIRE DEPARTMENT			7,409.88
STREETS			
1138	WOODY'S MUNICIPAL SUPPLY CO.	01-53	39.15
277	CAMPER EXCHANGE, INC.	01-53	15.98
3119	COMPUTYPE IT SOLUTIONS	01-53	1,000.00
413	ERB TURF EQUIPMENT, INC.	01-53	333.41
4178	UPCHURCH READY MIX CONCRETE CO	01-53	400.00
4902	AT & T	01-53	54.75
515	HOME-BRITE ACE HARDWARE	01-53	247.73
AT028	AT&T	01-53	11.35
BU079	BUSEY BANK	01-53	241.84
CD003	SHRED-IT USA LLC	01-53	6.00
CH030	CHARTER COMMUNICATIONS	01-53	179.48
CI028	CINTAS FIRE 636525	01-53	1,347.49
ED029	EDWARDS EQUIPMENT LLC	01-53	67.61
EJ000	E J EQUIPMENT	01-53	4,913.44
FI014	1ST AYD CORP	01-53	820.52
GE015	NAPA AUTO PARTS	01-53	357.91
HU069	HUELS OIL COMPANY	01-53	9,126.63
LU004	LUBY EQUIPMENT SERVICES	01-53	1,052.80
MI009	MIDWEST INDUSTRIAL SUPPLIES & SER	01-53	340.00

VENDOR #	NAME	DEPT.	AMOUNT
=====			
01 GENERAL FUND			
STREETS			
OR001	O'REILLY AUTO PARTS	01-53	81.04
RI050	RIGHT WAY TRAFFIC CONTROL, INC	01-53	612.06
TR035	TRACTOR SUPPLY CREDIT PLAN	01-53	189.98
UN027	UNIFIRST CORPORATION	01-53	534.44
**TOTAL STREETS			21,973.61
PARKS DEPARTMENT			
214	BELLEVILLE SUPPLY COMPANY	01-54	253.94
3119	COMPUTYPE IT SOLUTIONS	01-54	3,503.00
385	DON'S HARDWARE, INC.	01-54	20.74
393	DUTCH HOLLOW JANITORIAL SUPPLIES	01-54	105.90
4902	AT & T	01-54	53.54
515	HOME-BRITE ACE HARDWARE	01-54	133.20
5205	PASS SECURITY	01-54	1,320.00
551	ILLINOIS AMERICAN WATER	01-54	622.86
7678	SHILOH VALLEY EQUIPMENT CO	01-54	1,118.28
AM040	AMERI-CAN PORTABLES	01-54	1,270.00
AR013	ARTWEAR SCREENPRINTING	01-54	400.00
AT028	AT&T	01-54	11.35
BU079	BUSEY BANK	01-54	327.36
CH030	CHARTER COMMUNICATIONS	01-54	99.98
CI028	CINTAS FIRE 636525	01-54	678.50
CO139	CONSTELLATION NEW ENERGY, INC	01-54	1,844.46
DI036	DISCOVERY	01-54	77.99
GE011	GEISSLER, RICH	01-54	134.75
HU069	HUELS OIL COMPANY	01-54	6,791.01
MI009	MIDWEST INDUSTRIAL SUPPLIES & SER	01-54	24.58
OW009	OWENS, KARI	01-54	1,026.39
ST009	ST CLAIR SERVICE COMPANY	01-54	484.00
SY009	SYDENSTRICKER NOBBE PARTNERS	01-54	11,479.00
TE006	TECH ELECTRONICS	01-54	210.00
UN027	UNIFIRST CORPORATION	01-54	238.20
UN049	UNITED INK	01-54	260.00
**TOTAL PARKS DEPARTMENT			32,489.03
CEMETERY DEPARTMENT			
267	BUILDING PRODUCTS CORP.	01-55	702.50
3119	COMPUTYPE IT SOLUTIONS	01-55	250.00
500	HARTMANN FARM SUPPLY	01-55	53.99
515	HOME-BRITE ACE HARDWARE	01-55	59.98
CI028	CINTAS FIRE 636525	01-55	295.90
MI009	MIDWEST INDUSTRIAL SUPPLIES & SER	01-55	60.00
TR035	TRACTOR SUPPLY CREDIT PLAN	01-55	169.99
UN027	UNIFIRST CORPORATION	01-55	40.39
**TOTAL CEMETERY DEPARTMENT			1,632.75

VENDOR #	NAME	DEPT.	AMOUNT
=====			
01	GENERAL FUND		
	CEMETERY DEPARTMENT HEALTH & SANITATION		
272	BUSTER'S TIRE MART	01-56	470.00
3119	COMPUTYPE IT SOLUTIONS	01-56	1,000.00
3445	DAVE SCHMIDT TRUCK SERVICE	01-56	11,647.96
486	HANK'S EXCAVATING & LANDSCAPING,	01-56	1,000.00
4902	AT & T	01-56	109.48
6311	MILAM RECYCLING & DISPOSAL FACILI	01-56	64.20
CI028	CINTAS FIRE 636525	01-56	578.81
CO073	COTTONWOOD HILLS RDF	01-56	44,778.19
HU069	HUELS OIL COMPANY	01-56	29,638.38
MI091	MINTON OUTDOOR SERVICES INC	01-56	5,408.40
PA110	PAINTERS SUPPLY & EQUIPMENT CO	01-56	98.91
ST043	ST LOUIS COMPOSTING INC	01-56	8,480.97
UN027	UNIFIRST CORPORATION	01-56	773.99

	**TOTAL HEALTH & SANITATION		104,049.29
	HEALTH & HOUSING		
989	STEIN AUTOMOTIVE. INC	01-61	364.34
FR042	FREEBURG PRINTING & PUBLISHING, I	01-61	227.00
HU069	HUELS OIL COMPANY	01-61	1,961.84
MA147	MARXAM LLC	01-61	30.00

	**TOTAL HEALTH & HOUSING		2,583.18
	ECONOMIC DEV, PLANNING & ZONING		
BU079	BUSEY BANK	01-62	50.00
CR070	CROSS, CLIFFORD	01-62	459.54
MC118	MCCLATCHY COMPANY LLC	01-62	485.44

	**TOTAL ECONOMIC DEV, PLANNING & ZONING		994.98
	MAYOR		
BU079	BUSEY BANK	01-82	25.00
SO002	SWICOM	01-82	45.00

	**TOTAL MAYOR		70.00
	FINANCE		
BU079	BUSEY BANK	01-83	175.00

	**TOTAL FINANCE		175.00
	HUMAN RESOURCES/COMMUNITY DEV		
CD003	SHRED-IT USA LLC	01-84	46.71

	**TOTAL HUMAN RESOURCES/COMMUNITY DEV		46.71

CLERKS

VENDOR #	NAME	DEPT.	AMOUNT
01 GENERAL FUND			
	CLERKS		
GR100	GRANICUS LLC	01-85	4,805.00
	**TOTAL CLERKS		4,805.00
	TREASURER		
PO033	POS SUPPLY SOLUTIONS	01-86	123.38
	**TOTAL TREASURER		123.38
	MAINTENANCE		
214	BELLEVILLE SUPPLY COMPANY	01-87	63.78
2384	HOMETOWN ACE HARDWARE	01-87	9.96
393	DUTCH HOLLOW JANITORIAL SUPPLIES	01-87	161.26
4356	HONEYWELL INTERNATIONAL INC	01-87	5,639.05
515	HOME-BRITE ACE HARDWARE	01-87	316.92
5205	PASS SECURITY	01-87	126.00
7313	BRAUER SUPPLY CO	01-87	1,303.20
CI028	CINTAS FIRE 636525	01-87	755.73
HU069	HUELS OIL COMPANY	01-87	993.96
MI078	MIDWEST ELEVATOR CO., INC	01-87	367.09
WE023	WEINLAND REFRIGERATION	01-87	5,720.60
	**TOTAL MAINTENANCE		15,457.55
	ENGINEERING		
402	EGYPTIAN WORKSPACE PARTNERS	01-88	98.30
HU069	HUELS OIL COMPANY	01-88	21.72
	**TOTAL ENGINEERING		120.02
01 GENERAL FUND		GRAND TOTAL	466,566.73

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VENDOR #	NAME	DEPT.	AMOUNT
=====			
04	LIBRARY		
551	ILLINOIS AMERICAN WATER	04-00	69.81
CH030	CHARTER COMMUNICATIONS	04-00	254.97
CO139	CONSTELLATION NEW ENERGY, INC	04-00	834.25
CR071	CREPPS, KAYLAH	04-00	275.00
SP053	SPECTRUM VOIP	04-00	20.75
	**TOTAL		----- 1,454.78
04	LIBRARY	GRAND TOTAL	1,454.78

VENDOR #	NAME	DEPT.	AMOUNT
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07 PLAYGROUND AND RECREATION

201	BELLEVILLE BOWLING & SPORTS SHOP	07-00	840.00
2244	SWITZER FOOD & SUPPLIES	07-00	169.20
3119	COMPUTYPE IT SOLUTIONS	07-00	30.00
4902	AT & T	07-00	104.03
5006	LINCOLN THEATER	07-00	670.00
5023	SKATE CITY FUN SPOT	07-00	637.00
5075	BICYCLE WORLD	07-00	254.99
AT028	AT&T	07-00	11.35
BI064	BIEHL, NIKKI	07-00	405.00
BU079	BUSEY BANK	07-00	3,321.50
CD003	SHRED-IT USA LLC	07-00	46.35
CO051	CONTEMPORARY LIFE SAVING TRAINING	07-00	85.44
CO139	CONSTELLATION NEW ENERGY, INC	07-00	199.34
DI036	DISCOVERY	07-00	43.60
ME082	MERBL	07-00	1,960.00
NI020	NICKENS, ERIC	07-00	90.00
RA051	RAINBOW RANCH	07-00	800.00
ST230	STAPLES	07-00	163.73

**TOTAL 9,831.53

07 PLAYGROUND AND RECREATION GRAND TOTAL 9,831.53

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VENDOR #	NAME	DEPT.	AMOUNT
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12 GENERAL & COMMUNITY ASSISTANCE

AT028	AT&T	12-00	11.35
BU079	BUSEY BANK	12-00	2,557.49
CD003	SHRED-IT USA LLC	12-00	6.00
CU017	CULLIGAN/SCHAEFER WATER CENTERS	12-00	40.00
	**TOTAL		2,614.84

12 GENERAL & COMMUNITY ASSISTANCE GRAND TOTAL 2,614.84

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VENDOR #	NAME	DEPT.	AMOUNT
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13 MOTOR FUEL TAX FUND

2595	WISSEHR ELECTRIC, INC.	13-00	3,626.23
4757	MORTON SALT, INC	13-00	9,878.91
5460	SHILOH VALLEY TOWNSHIP ROAD DISTR	13-00	414.00
EL001	ELECTRICO, INC.	13-00	434.07
KA009	KASKASKIA ENGINEERING GROUP LLC	13-00	6,451.65
LO029	LOCHMUELLER GROUP	13-00	2,550.00

	**TOTAL		23,354.86
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13 MOTOR FUEL TAX FUND	GRAND TOTAL	23,354.86
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VENDOR #	NAME	DEPT.	AMOUNT
=====			
15	TORT LIABILITY FUND		
IP002	IPMG	15-00	850.00
	**TOTAL		----- 850.00
	15 TORT LIABILITY FUND	GRAND TOTAL	850.00

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VENDOR #	NAME	DEPT.	AMOUNT
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19 ARPA FUND

1547	THOUVENOT, WADE, & MOERCHEN INC	19-00	1,542.25
K0005	KORTE & LUITJOHAN CONTRACTORS INC	19-00	1,205,808.00

	**TOTAL		1,207,350.25
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19 ARPA FUND

GRAND TOTAL1,207,350.25

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VENDOR #	NAME	DEPT.	AMOUNT
=====			
20	CAMPUS FUND		
2102	AMEREN ILLINOIS	20-00	31,095.73
296	CHEMSEARCH	20-00	482.70
BE030	BEL-CLAIR ELECTRIC, INC	20-00	3,950.00
BU086	BULTE COMPANY, INC	20-00	6,695.00
GL036	GLASS AND MORE, INC	20-00	376.00
SP055	SPECTRUM ENTERPRISE	20-00	219.98
TR074	TREMCO	20-00	500.00
	**TOTAL		----- 43,319.41
20	CAMPUS FUND	GRAND TOTAL	43,319.41

VENDOR #	NAME	DEPT.	AMOUNT
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21 SEWER OPERATION & MAINTENANCE

SEWER COLLECTION

884	ST CLAIR COUNTY RECORDER OF DEEDS	21-75	330.00
AM007	AMERICAN WATER	21-75	797.68
PA076	PAYMENT SERVICE NETWORK, INC	21-75	578.00
ST013	STOOKEY TOWNSHIP	21-75	26,576.14

**TOTAL SEWER COLLECTION 28,281.82

SEWER LINES

486	HANK'S EXCAVATING & LANDSCAPING,	21-77	5,260.22
CL019	C & L BACKHOE	21-77	14,865.00
DI036	DISCOVERY	21-77	134.35
MI101	MIDWEST EXCAVATING	21-77	11,330.00
OR001	O'REILLY AUTO PARTS	21-77	12.46
SH052	SHULTS SEPTIC SERVICE, LLC	21-77	13,900.00
SI024	EVOQUA WATER TECHNOLOGIES LLC	21-77	600.00
UN027	UNIFIRST CORPORATION	21-77	144.07
VE023	VERIZON CONNECT NWF, INC.	21-77	194.28

**TOTAL SEWER LINES 46,440.38

SEWER PLANT

2435	GATEWAY INDUSTRIAL POWER	21-78	1,263.14
299	CHELAR TOOL & DIE	21-78	2,300.00
393	DUTCH HOLLOW JANITORIAL SUPPLIES	21-78	89.41
4902	AT & T	21-78	317.97
5205	PASS SECURITY	21-78	2,715.00
551	ILLINOIS AMERICAN WATER	21-78	484.38
7141	AL'S AUTOMOTIVE SUPPLY, INC.	21-78	15.30
7591	USA BLUEBOOK	21-78	4,606.15
BU079	BUSEY BANK	21-78	330.57
CD003	SHRED-IT USA LLC	21-78	46.35
CO139	CONSTELLATION NEW ENERGY, INC	21-78	31,305.61
DE015	DELL MARKETING L.P.	21-78	2,560.15
HA143	HAWKINS, INC	21-78	8,118.50
HU069	HUELS OIL COMPANY	21-78	1,950.64
LI057	LINDE GAS & EQUIPMENT INC	21-78	61.25
LO010	LOWE'S	21-78	68.01
SE005	SERPENTIX CONVEYOR CORPORATION	21-78	2,926.25
SI024	EVOQUA WATER TECHNOLOGIES LLC	21-78	7,087.00
UN027	UNIFIRST CORPORATION	21-78	104.92

**TOTAL SEWER PLANT 66,350.60

21 SEWER OPERATION & MAINTENANCE GRAND TOTAL 141,072.80

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VENDOR #	NAME	DEPT.	AMOUNT
=====			
22	SEWER REPAIR & REPLACEMENT FUND		
MU006	MUNICIPAL EQUIPMENT CO	22-00	44,131.10
	**TOTAL		----- 44,131.10
	22 SEWER REPAIR & REPLACEMENT FUND GRAND TOTAL		44,131.10

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VENDOR #	NAME	DEPT.	AMOUNT
24 SEWER CONSTRUCTION FUND			
1423	EHRET PLUMBING & HEATING, INC.	24-00	12,399.54
1547	THOUVENOT, WADE, & MOERCHEN INC	24-00	3,454.50
	**TOTAL		15,854.04
	24 SEWER CONSTRUCTION FUND	GRAND TOTAL	15,854.04

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VENDOR #	NAME	DEPT.	AMOUNT
30	SPECIAL SERVICE AREA		
CO139	CONSTELLATION NEW ENERGY, INC	30-00	223.44
	**TOTAL		223.44
	30 SPECIAL SERVICE AREA	GRAND TOTAL	223.44

SYS DATE:06/15/22

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

SYS TIME:15:17

DATE: 06/21/22

Tuesday June 21,2022

[NCS]

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VENDOR #	NAME	DEPT.	AMOUNT
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38 TIF 3 (CITY OF BELLEVILLE)

486	HANK'S EXCAVATING & LANDSCAPING,	38-00	10,803.23
7473	ST CLAIR COUNTY TRUSTEE-PAYMENT A	38-00	795.00
CO092	COMMERCE BANK	38-00	56,061.43
EL001	ELECTRICO, INC.	38-00	9,313.16
LO029	LOCHMUELLER GROUP	38-00	2,187.50
MC118	MCCLATCHY COMPANY LLC	38-00	112.48

	**TOTAL		79,272.80
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38 TIF 3 (CITY OF BELLEVILLE)	GRAND TOTAL	79,272.80
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SYS DATE:06/15/22

CITY OF BELLEVILLE
C L A I M S H E E T
Tuesday June 21,2022

SYS TIME:15:17

[NCS]

DATE: 06/21/22

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VENDOR #	NAME	DEPT.	AMOUNT
=====			
55	TIF 13 (DRAKE ROAD)		
GO028	GONZALEZ COMPANIES, LLC	55-00	4,380.00
	**TOTAL		----- 4,380.00
	55 TIF 13 (DRAKE ROAD)	GRAND TOTAL	4,380.00

SYS DATE:06/15/22

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

SYS TIME:15:17

DATE: 06/21/22

Tuesday June 21,2022

[NCS]
PAGE 19

VENDOR #	NAME	DEPT.	AMOUNT
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75 TIF 17 (EAST MAIN STREET)

EL001	ELECTRICO, INC.	75-00	4,237.69
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	**TOTAL		4,237.69
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	75 TIF 17 (EAST MAIN STREET)	GRAND TOTAL	4,237.69
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	GRAND TOTAL FOR ALL FUNDS:		2,044,514.27
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	TOTAL FOR REGULAR CHECKS:		1,979,560.51
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	TOTAL FOR DIRECT PAY VENDORS:		64,953.76
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PAYROLL BREAKDOWN AS PER G/L DISTRIBUTION REPORT

PAYROLL DATE: June 17, 2022

01 50	ADMINISTRATION	<u>\$17,705.26</u>
01 51	POLICE	<u>\$315,338.65</u>
01 52	FIRE	<u>\$231,280.51</u>
01 53	STREET	<u>\$47,872.68</u>
01 54	PARKS	<u>\$22,621.63</u>
01 55	CEMETERY	<u>\$7,795.51</u>
01 56	SANITATION	<u>\$36,607.69</u>
01 60	LEGAL	<u>\$7,502.10</u>
01 61	HOUSING DEPARTMENT	<u>\$23,495.43</u>
01 62	ECONOMIC DEVELOPMENT & PLANNING	<u>\$8,414.51</u>
01 82	MAYOR	<u>\$5,832.65</u>
01 83	FINANCE	<u>\$7,186.96</u>
01 84	HUMAN RESOURCE	<u>\$2,723.22</u>
01 85	CLERK	<u>\$8,427.01</u>
01 86	TREASURER	<u>\$3,346.45</u>
01 87	MAINTENANCE	<u>\$15,791.79</u>
01 88	ENGINEER	<u>\$5,889.76</u>
	TOTAL GENERAL FUND	<u>\$767,831.81</u>
4	LIBRARY	<u>\$35,768.90</u>
7	RECREATION	<u>\$15,138.39</u>
12	G & C ASSISTANCE	<u>\$4,089.20</u>
21 75	SEWER COLLECTIONS	<u>\$5,794.44</u>
21 77	SEWER LINES	<u>\$12,929.71</u>
21 78	SEWER PLANT	<u>\$46,846.56</u>
	TOTAL SEWER DEPARTMENT	<u>\$65,570.71</u>
	Employers' Portion of FICA (06-00-21500) CR	<u>\$36,081.83</u>
	*****TOTAL PAYROLL	<u><u>\$924,480.84</u></u>



Collinsville

100 Lanter Ct, Ste 1
Collinsville, IL 62234
618.345.2200

St. Louis

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

Belleville

1 S Church St, Ste 200
Belleville, IL 62220
618.416.4688

St. Charles

820 S Main St, Ste 309
St. Charles, MO 63301
636.493.6277

April 20, 2022

Sal Elkott, PE
City Engineer
City of Belleville
2300 West Main Street, Suite M112
Belleville, IL 62226

Re: Periwinkle Circle Resurfacing
OA Project No. 221111, Work Order 8

Dear Mr. Elkott:

This letter will serve as our agreement to perform the following services for the resurfacing of Periwinkle Circle (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 the above referenced project (see attached detailed Scope of Services).

Schedule: Submit final plans by June 24, 2022.

Estimated Cost: \$27,000 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: _____

Periwinkle Circle Resurfacing

We propose to perform a limited field survey, prepare plans, specifications and estimates for the resurfacing of Periwinkle Circle (hereinafter called the "Project").

ITEMS INCLUDED IN BASE SCOPE OF SERVICES:

Field Survey

- Perform a drone survey of the project to obtain an aerial orthophotograph to use for the plan view.
- Site visit to mark pavement patches and gutter replacement before drone survey.
- Obtain 2 pavement cores.

Plans, Specifications and Estimates (PS&E)

- Prepare a location map, index of sheets, list of standard drawings, and general notes.
- Prepare one typical section.
- Prepare pavement details.
- Prepare plan sheets.
- 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, 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. Bid Assistance – can be negotiated later.
2. Construction Administration – can be negotiated later.
3. Utility coordination.
4. Full-time construction inspection/observation – can be negotiated later.
5. Geotechnical Engineering.
6. Environmental Engineering.
7. Preparation of Plats, Temporary Construction Easements, Permanent Easements, or Right of Way Dedication Documents.
8. Construction layout – Can be negotiated later.

Estimate of Project Costs

Project Sponsor: City of Belleville, IL
 Project Title: Periwinkle Circle
 Date: 4/20/2022

Specific Roadway Items

Item	Quantity	Unit	Unit Price	Amount
ASP REMOVAL (pavement patching)	710	SQ YD	\$10.00	\$7,100.00
EARTH EXCAVATION (pavement patching)	240	CU YD	\$30.00	\$7,200.00
SUBGRADE GRANULAR MATERIAL, TY A 12"	530	SQ YD	\$30.00	\$15,900.00
HMA PAVEMENT 2"-THICK, (patching)	60	TON	\$200.00	\$12,000.00
SUBGRADE GRANULAR MATERIAL, TY A 8"	180	SQ YD	\$22.00	\$4,000.00
20' WIDE 6" THICK CONCRETE APRON AT INTERSECTION	180	SQ YD	\$75.00	\$13,500.00
HMA SURF REMOVAL, VARIABLE DEPTH MILLING 1" TO 0" FOR 6'	3,080	SQ YD	\$5.00	\$15,400.00
1/2" LEVELING BINDER	240	TON	\$150.00	\$36,000.00
HMA PAVEMENT, 1 1/2"-THICK	720	TON	\$120.00	\$86,400.00
GUTTER REMOVAL	120	FOOT	\$15.00	\$1,800.00
V-GUTTER	120	FOOT	\$35.00	\$4,200.00
SIGN PANEL - TYPE 1	0	SQ FT	\$25.00	\$0.00
TELESCOPING STEEL SIGN SUPPORT	0	FOOT	\$17.00	\$0.00
TRAFFIC CONTROL AND PROTECTION	1	L SUM	\$5,000.00	\$5,000.00
MOBILIZATION	4.5%	PERCENT	\$208,500.00	\$9,500.00
				\$0.00
				\$0.00
SUBTOTAL				\$218,000.00

Specific Pedestrian Items

Item	Quantity	Unit	Unit Price	Amount
			\$0.00	\$0.00
SUBTOTAL				\$0.00

Miscellaneous Other Items

Item	Quantity	Unit	Unit Price	Amount
SEEDING, CLASS 1A	0.10	ACRE	\$10,000.00	\$1,000.00
				\$0.00
				\$0.00
SUBTOTAL				\$1,000.00

Construction Cost Total	\$219,000.00
Contingency (6.4%)	\$14,000.00
Inflation	
Preliminary Engineering (12.3%)	\$27,000.00
Right-of-Way	\$0.00
Construction Engineering/Inspection	
Project Total *	\$260,000.00



Collinsville

100 Lanter Ct, Ste 1
Collinsville, IL 62234
618.345.2200

St. Louis

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

Belleville

1 S Church St, Ste 200
Belleville, IL 62220
618.416.4688

St. Charles

820 S Main St, Ste 309
St. Charles, MO 63301
636.493.6277

May 4, 2022

Sal Elkott, PE
City Engineer
City of Belleville
2300 West Main Street, Suite M112
Belleville, IL 62226

Re: West A Street Improvements
OA Project No. 221111, Work Order 9

Dear Mr. Elkott:

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

Scope: Our Scope of Services include construction administration of for the above referenced project (see attached detailed Scope of Services).

Schedule: 12-weeks of construction administration according to the contractor's schedule.

Estimated Cost: \$34,000 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.

Thomas L Cissell, III, PE
Project Manager

Steven M Keil, PE, PLS
Project Principal

Accepted on this date: _____

By: _____

Title: _____

West A Street Improvements

We propose to perform construction administration for West A Street Improvement (hereinafter called the "Project").

ITEMS INCLUDED IN BASE SCOPE OF SERVICES:

Construction Administration

- Prepare for and attend a pre-construction meeting.
- Flag and verify survey control points before the contractor uses them.
- Review material submittals for the concrete/ aggregate base mix, signage, pipes, and storm sewer structures.
- Prepare for and attend three pay/ progress meetings.
- Perform five field checks per week for a 12-week construction period to answer questions, coordinate work, measure quantities and observe construction is according to the specifications. We will submit a field report to the City after each visit.
- Answer Request for Clarifications (RFCs) and review Request for Proposals (RFPs) during construction operations that are germane to the scope of work, assume 2 questions per week.
- Process pay requests and change orders germane to the scope of work.
- Review the site at substantial completion, issue a punchlist, and back-check the list for completion.
- Issue a certificate of completion once the project has been final accepted.

ITEMS NOT INCLUDED IN SCOPE OF SERVICES

1. Construction Plans, Special Provisions, and Estimates – Prepared by others and approved by the City
2. Issue as-built drawings to the City for record-keeping – by contractor
3. Material testing – this will be specified in the contractor's scope of work.
4. Utility coordination – assume this was done by design consultant
5. Full-time construction inspection/observation – part-time (\pm 10 hours/week) requested by the City
6. Geotechnical Engineering – assume not required
7. Environmental Engineering – assume not required
8. Preparation of Plats, Temporary Construction Easements, Permanent Easements, or Right of Way Dedication Documents – by design consultant (if applicable)
9. Construction layout – specified in the contractor's scope of work



1928 SrA Bradley R. Smith Drive
Troy, IL 62294
PHONE: 618.667.1400

AGREEMENT FOR PROFESSIONAL SERVICES FOR 6TH STREET ROADWAY IMPROVEMENT

DATE: MAY 6, 2022

LOCHMUELLER PROJECT NO: 422-XXXX-XXX

CLIENT: CITY OF BELLEVILLE
ATTN: MR. SAL ELKOTT, P.E.
2300 West Main St., Suite M112
Belleville, IL 62226

PROJECT NAME/LOCATION:

The 6th Street Roadway Improvement "**PROJECT**". The limits of the proposed improvements (shown in **EXHIBIT A**) are bounded by West Main Street on the north, the Illinois Central Railroad crossing of Centerville Avenue on the south, the future public park property along Richland Creek on the west, and the intersections of Centerville Avenue with Lincoln street and Washington Street on the east.

SCOPE/INTENT AND EXTENT OF SERVICES:

With the understanding that the project will be funded by local and private funds, review by IDOT and or FHWA will not be required. The design phase will install a dedicated right turn lane for southbound South 6th Street at West Main Street. The design for the intersection West Washington and South 6th Street will include a stop-controlled intersection for northbound South 6th Street. Additional stop signs may be needed, if warranted from the traffic data. The intersections of Lincoln, Centerville and 6th Street will be milled and resurfaced to the limits of the recently completed STP funded Centerville Avenue project excluding the portion within the Railroad ROW, and future STP funded West Washington improvements. It is anticipated that the roadway improvements will include roadway reconstruction with new concrete pavement, curb and gutter, storm sewer, sidewalks, and lighting. All sidewalks and curb ramps, within the limits of this project, will be upgrades to follow the latest ADA guidelines per the latest IDOT Standards. To that end Lochmueller has developed the following scope of work.

SCOPE OF SERVICES:

1. Provide administration and management for the project and coordinate with City personnel and other consultants contracted by the City.
2. Attend up to six (6) meetings with City staff to review details of the project.
3. Perform an on-site inventory and assessment of existing facilities.
4. Provide topographic and boundary survey for the project limits through a subconsultant.
5. Obtain existing utility information through coordination with utility companies and utility locate information picked up during survey activities.

6. Compile existing information and coordinate with appropriate agencies to determine the permitting requirements related to the Richland Creek floodplain/floodway. These efforts shall include the following tasks, but exclude any hydrologic or hydraulic modeling, engineering reports, and /or additional permitting efforts beyond the scope described herein. The scope and fee represented in this proposal is for minimal permitting requirements for a project that is replacing all infrastructure in the Floodway/Floodplain in-kind and as currently permitted by the Illinois Office of Water Resources, USACE and FEMA. A separate fee and scope can be addressed at a later date if it is determined the federal and state agencies require a more detailed/involved permitting process for this work.
 - a. Site Visit and evaluation project team reconnaissance of existing conditions
 - b. State, FEMA Firm & FIS Review - Obtain available effective FEMA hydraulic Models and preliminary/updates hydraulic model
 - c. Base Data Acquisition & Review (Lidar, Parcel, DTMs, Land Use, Field Survey)
 - d. Lochmueller will note Base file requirements for Geometric Data Modeling (compilation of this data, however, will not completed during this phase)
 - e. Validate if Existing Conditions are within Delineated Floodway and Floodplain and Coordinate with OWR to determine Modeling efforts
 - f. Lochmueller will not Compile and Create Base file for Geometric Data Modeling, as these are dependent on final project concept selection
 - g. Coordinate with The City of Belleville and Illinois State Water Survey (ISWS) to obtain available Preliminary Studies and Models
 - h. Verify Existing Structure Information and additional Hydraulic Survey Requirements
 - i. Existing Reports - Review Geotechnical Information (Completed by Others)
 - j. Establish and Verify Design Criteria - Clearance and Freeboard Requirements on concept alternatives (Up to three (3))
 - k. Prepare Design recommendation based on selected design concept and criteria.
7. Traffic Data Collection
 - a. Obtain existing traffic data for all traffic within the plan area utilizing city supplied Hi-Star and tube traffic counters.
 - b. Perform field reconnaissance and collect information pertaining to existing conditions including traffic control, lane configurations, and driveway locations in the study area.
 - c. Develop traffic forecasts for the Construction Year and the Design Year (Construction Year + 20 years) during the morning and evening peak hours of a typical weekday. This will include rerouting of Centreville Avenue traffic through the two subject intersections.
 - d. Prepare a written memorandum summarizing our findings and conclusions. A draft memorandum would be provided to you for your review prior to finalization.
 - e. Pending receipt of review comments, if any, we will respond to comments, update the draft memo, and resubmit as final.
8. Evaluate the existing drainage facilities and develop a preliminary design for new storm sewer throughout the project limits.
9. Prepare preliminary plans for the proposed improvements. The preliminary plans will include cover sheet, typical sections, and plan and profile sheets.

10. Perform quantity estimates and develop a preliminary construction cost estimate.
11. Submit pdf copy of the preliminary plans and cost estimate for review by the City.
12. Attend a meeting with City Staff to review comments.
13. Identify potential utility conflicts and submit preliminary plans to utilities to coordinate any relocations that may be required. Design of utility replacements or relocations, with the exception of the storm sewer system, are not included in the scope of work.
14. Identify any right of way or easements required to complete the proposed improvements. Since the extent of any required property acquisition is unknown at this time, development of right of way and easement documents, if necessary, will be added as a supplement to this agreement at a later date.
15. Upon receipt of all review comments from the City, complete final design of the roadway. It is not anticipated that detailed structural design will be required. Any required retaining walls will be of modular block type construction and proposed drainage structures and traffic signal or light foundations are anticipated to utilize standard IDOT details, thus structural design will not be required for those items.
16. Prepare detailed construction plans, specifications, and cost estimates (PS&E) as necessary for the purpose of soliciting bids. Final construction plans will include all sheets included in the preliminary plans as well as storm sewer sheets, staging and traffic control sheets, quantity sheets, intersection details, signing and striping sheets, erosion control sheets, cross sections, and other sheets deemed necessary by the Engineer to construct the improvements.
17. Submit pre-final plans, specifications, and cost estimates to the City for review.
18. Attend a meeting with City Staff to review comments.
19. Upon receipt of all review comments, make final corrections and provide final plans, specifications, and bid documents to the City for bidding.
20. Assist the City in evaluating bids.

EXCLUSIONS:

Any other tasks in addition to those specifically described in the above scope of services, including but not limited to environmental investigations or permitting efforts except as noted above; geotechnical investigations; hydraulic modeling other than storm sewer design; traffic signal design; right of way and easement documents and acquisition; construction phase services; or supplemental meeting time (in excess of the six meetings included in the scope), would be billed as extras on a time and materials basis in accordance with the attached rates unless a specific scope and fee is negotiated separately. However, we would not proceed with supplemental services without your direction or authorization.

FEE ARRANGEMENT:

LOCHMUELLER fees for the **PROJECT** shall not exceed \$193,635.00 for the improvement unless authorized by the CLIENT. The total fee represents a Lochmueller design fee of \$158,285.00 and a survey fee from our subconsultant, Oates in the amount of \$35,350.00. Monthly invoices will be submitted by Lochmueller for any work completed for this **PROJECT**. Any scoping changes beyond the above scope will be negotiated with the CLIENT. No extra work will begin unless authorized by the CLIENT. Additional services to be billed based on the Approved Hourly Rate Schedule for 2022, Attachment B.

EXHIBIT A



OFFERED BY: LOCHMUELLER GROUP, INC.



Signature

Marsia Geldert-Murphey, Regional Director

Print Name and Title

ACCEPTED BY: MAYOR PATTY GREGORY

Signature

Patty Gregory, Mayor

Print Name and Title

TERMS AND CONDITIONS

LOCHMUELLER GROUP INC. (LOCHMUELLER) shall perform the services outlined in this Agreement for the stated fee arrangement.

ACCESS TO SITE

Unless otherwise stated, **LOCHMUELLER** and its **SUBCONSULTANT's**, if any, shall have access to the site for activities necessary for the performance of the services. **LOCHMUELLER** and its **SUBCONSULTANT's** will take precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage.

BILLING AND PAYMENTS

Invoices for **LOCHMUELLER's** services shall be submitted, at **LOCHMUELLER's** option, either upon completion of such services or on a monthly basis. Invoices shall be payable within 30 days after the invoice date. **ALL PAYMENTS SHALL BE MAILED TO LOCHMUELLER GROUP, INC. AT 6200 VOGEL ROAD, EVANSVILLE, INDIANA 47715.** If the invoice is not paid within 30 days, **LOCHMUELLER** may, without waiving any claim or right against the **CLIENT**, and without liability whatsoever to the **CLIENT**, terminate the performance of the service.

LATE PAYMENTS

Accounts unpaid 45 days after the invoice date may be subject to a monthly service charge of 1.0% on the then unpaid balance. In the event any portion or all of an account remains unpaid 90 days after billing, the **CLIENT** shall pay all costs of collection, including attorney's fees and all court costs.

ADDITIONAL OR CHANGE IN SERVICES

In the event that the **CLIENT** requires additional or a major change in scope, character, or complexity of the services after the services have progressed as directed by the **CLIENT**, adjustments in compensation to **LOCHMUELLER** and in time for performance of the services as modified shall be determined through negotiations between the **CLIENT** and **LOCHMUELLER**. **LOCHMUELLER** shall not commence the additional services or the change of the scope of the services until an amendment to the Agreement is executed and **LOCHMUELLER** is authorized to proceed in writing by the **CLIENT**.

CERTIFICATIONS AND STANDARD OF CARE

Guarantees and Warranties: **LOCHMUELLER** shall not be required to execute any document that would result in its certifying, guaranteeing or warranting the existence of conditions whose existence **LOCHMUELLER** cannot ascertain. Any opinions or probable project costs or construction costs rendered by **LOCHMUELLER** represent its best judgment and are furnished for general guidance only. **LOCHMUELLER** makes no warranty, either express or implied, as to the accuracy of such opinions as compared to bid or actual costs. **LOCHMUELLER** warrants only that it will perform its services consistent with the professional skill and care ordinarily provided by consultants practicing in the same or similar locality under the same or similar circumstances at the time that the services are provided ("Standard of Care). No other warranty, expressed or implied, is made or intended by this Agreement.

RESPONSIBILITY FOR CLAIMS

In recognition of the relative risks, rewards and benefits of the project to both the **CLIENT** and **LOCHMUELLER**, the risks have been allocated such that the **CLIENT** agrees that, to the fullest extent permitted by law, **LOCHMUELLER's** total liability to the **CLIENT** for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this Agreement from any cause or causes, shall not exceed the amount of **LOCHMUELLER's** total compensation for services paid and received by **LOCHMUELLER** under this Agreement. Such causes include, but are not limited to **LOCHMUELLER's** negligence, errors, omissions, or breach of contract. **LOCHMUELLER** shall not be responsible for the means, methods and techniques of the construction contractor in the prosecution of its work nor for the construction contractor(s)' and their subcontractors' safety programs, training or compliance with safety requirements of any federal or state agency.

NO PERSONAL LIABILITY

Notwithstanding any other provisions of this Agreement to the contrary, **LOCHMUELLER's** officers, directors, shareholders, partners, employees or agents shall not be personally liable, regardless of the cause of action asserted including breach of contract, warranty guarantee, products liability, negligence, tort, strict liability, or any other cause pertaining to **LOCHMUELLER's** performance or non-performance of the Agreement. **CLIENT** will look solely to **LOCHMUELLER** for its remedy for any claim arising out of or related to this Agreement.

CONSEQUENTIAL DAMAGES

CLIENT and **LOCHMUELLER** further agree to waive, on behalf of their assigns, employees, agents, and successors-in-interest, any and all consequential damages arising out of their responsibilities hereunder. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty.

SUBCONTRACTORS

If **LOCHMUELLER** has been asked by the **CLIENT** to subcontract certain geotechnical services on behalf of the **CLIENT**, **LOCHMUELLER** agrees to do so only as an accommodation to the **CLIENT** and in reliance upon the **CLIENT's** assurance that the **CLIENT** will make no claim to bring any action at law or in equity against **LOCHMUELLER** as a result of this subcontracted service. The **CLIENT** understands that **LOCHMUELLER** is neither trained nor knowledgeable in the procedures or results of the subcontractor's services and the **CLIENT** shall not rely upon **LOCHMUELLER** to check the quality or accuracy of their services. In addition, the **CLIENT** agrees to the fullest extent permitted by law to indemnify and hold **LOCHMUELLER** harmless from any damage, liability or cost (including attorneys' fees and costs of defense) arising from the services performed by this subcontractor except only those damages, liabilities or costs caused by the sole negligence or willful misconduct of **LOCHMUELLER**.

CONTROLLING LAW AND DISPUTE RESOLUTION

This Agreement is to be governed by and interpreted in accordance with the law of the State where the project is located. If either **CLIENT** or **LOCHMUELLER** has a Claim against the other, the claimant shall promptly give written notice thereof and both Parties shall, in the first instance, endeavor in good faith to negotiate a settlement of the claim. If the Parties cannot resolve the dispute by negotiation, the Parties shall participate in mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect and with a neutral third-party mutually acceptable to them, and they will share equally in the cost of the mediation. If the Parties do not resolve the dispute within three (3) months of starting the mediation, the Parties may proceed with litigation. All litigation shall be in a federal or state court situated in the county in which the project resides, subject to applicable law.

TERMINATION OF SERVICES

This Agreement may be terminated by the **CLIENT** or **LOCHMUELLER** should the other fail to perform its obligations hereunder. In the event of termination, the **CLIENT** shall pay **LOCHMUELLER** for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.

OWNERSHIP OF DOCUMENTS

All reports, drawings, specifications, computer files, field data, notes and other documents and instruments prepared by **LOCHMUELLER** as instruments of service shall remain the property of **LOCHMUELLER**. **LOCHMUELLER** shall retain all common law, statutory and other reserved rights, including, without limitation, the copyrights thereto.

ELECTRONIC MEDIA

Data, words, graphical representations and drawings that are stored on electronic media such as computer disks and magnetic tapes, or which are transmitted electronically, may be subject to uncontrollable alteration. **CLIENT** agrees it may only justifiably rely upon the final hardcopy materials bearing the consultant's original signature and seal.

FORCE MAJEURE

Neither party to this Agreement shall be liable to the other party for delays in performing the Scope of Services, or for the direct or indirect cost resulting from such delays, that may result from labor strikes, riots, war, acts of governmental authorities, extraordinary weather conditions or other natural catastrophe, or any other cause beyond the reasonable control or contemplation of either party.

SEVERABILITY

The invalidity, illegality or unenforceability of any section, subsection, clause or provision of this Agreement shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Agreement.

HEADINGS

Headings in this Agreement are for convenience only and are not intended to be used in interpreting or construing the terms,

covenants, and conditions of this Agreement.

REPRESENTATIONS

Each party represents and warrants to the other that:

- a) It is duly organized and validly existing in the jurisdiction of its organization and has all the necessary power and authority to execute, deliver and perform this Agreement.
- b) The execution, delivery and performance of this Agreement has received all necessary partnership, corporate or other approvals, and does not conflict with any law, regulation, order, contract or instrument to which such party is bound.
- c) The individual(s) signing on its behalf is/are duly authorized to execute this Agreement to legally bind such party.



1928 SRA Bradley R. Smith Drive, Troy, Illinois 62294

2022 HOURLY RATE SCHEDULE
ENGINEERING, ENVIRONMENTAL, SURVEYING AND PLANNING SERVICES

Classification	Hourly Rate
Senior Project Manager IV.....	\$275
Senior Project Manager III.....	\$275
Senior Project Manager II.....	\$230
Senior Project Manager I.....	\$225
Senior Project Engineer I.....	\$215
Project Liaison.....	\$190
Project Engineer IV.....	\$195
Project Engineer III.....	\$170
Project Engineer II.....	\$140
Project Engineer I.....	\$130
Engineering Intern III.....	\$135
Engineering Intern II.....	\$120
Engineering Intern I.....	\$115
Senior Transit/NEPA Specialist.....	\$205
Planner IV.....	\$150
Planner III.....	\$135
Planner II.....	\$120
Planner I.....	\$105
Engineering Designer IV.....	\$170
Engineering Designer III.....	\$140
Engineering Designer II.....	\$130
Engineering Designer I.....	\$115
Environmental Specialist IV.....	\$155
Environmental Specialist III.....	\$145
Environmental Specialist II.....	\$120
Environmental Specialist I.....	\$97
Environmental Technician II.....	\$120
Environmental Technician I.....	\$92
Environmental Geologist.....	\$150
Historian/Section 106 Specialist III.....	\$150
Historian/Section 106 Specialist II.....	\$112
Certified Construction Inspector II.....	\$122
Certified Construction Inspector I.....	\$100
Senior Appraiser.....	\$200
Right of Way Services Specialist.....	\$160
Realty Specialist.....	\$95
Senior Graphic Designer.....	\$130
Administrative Assistant.....	\$75
Student Intern.....	\$75
Field Technician.....	\$65

DIRECT EXPENSES will be charged to the client in addition to the above quoted rates. Mileage will be charged at a rate of \$0.50 per mile. Direct expenses include but are not limited to: mileage, filing fees, testing costs and express mail costs, provided that they are reasonable and necessary for the accomplishment of the work.

These rates may be changed on an annual basis at the discretion of Lochmueller Group, Inc.



November 1, 2021

Ms. Patty Gregory
101 South Illinois St
Belleville, IL 62220-2105

RE: Remaining Reimbursement to the City of Belleville regarding the 6th Street Ameren Remediation Site

Dear Mayor Gregory,

In an April 15, 2020 letter to the Mayor of Belleville, Illinois, Ameren agreed to a total reimbursement to the City of Belleville of \$1,900,000. Since then, Ameren has paid \$522,164 toward that total:

City Request	Cost Estimate
3) Reimbursement for demolition of the on-site City building	\$179,139
4) Reimbursement for removal of light poles around the city sculpture and rerouting the power	\$9,966
5) Pay for 30% of the resurfacing cost of Centerville Avenue to offset the deterioration caused by truck traffic related to remediation.	\$333,059
Total Paid to City	\$522,164

Contracted to Ameren, AECOM has performed preliminary design and survey work based on a conceptual plan provided by the City, as attached to a January 14, 2020 letter to Dave Palmer at Ameren. Ameren has incurred a cost of \$96,004 for work performed by AECOM on this preliminary design. This work included preliminary design drawings, alternatives for design, several on-line meetings, in person meetings, preliminary surveys, and negotiations with the former and current City Engineer as well as conversations with the City engineering contractor.

Ameren is prepared to pay the City the remaining **\$1,281,832** for use in design, construction, and construction oversight associated with repairing/rebuilding 6th street between Centerville Avenue and West Main Street as a result of damage during remediation of the adjacent former manufactured gas plant (MGP) site. Ameren would like to make this payment to the City before December 17, 2021. Ameren will relinquish all street and site restoration design work completed by AECOM on the Ameren – Belleville MGP project.

Total Ameren Commitment:	\$1,900,000
Paid to City	-\$522,164
Ameren Cost for Preliminary Design	-\$96,004
Remaining Reimbursement	\$1,281,832

Ameren is making this remaining reimbursement payment to the City of Belleville to fulfill its obligations as outlined above in this letter, and subject to the City of Belleville's agreement and acknowledgment as indicated below that the remaining reimbursement payment along with the prior payments made by Ameren satisfies any claims against Ameren and/or its subcontractors for reimbursement of costs for any damages incurred during the remediation of the MGP or for reconstruction of the former MGP site.

Ameren appreciates your assistance and cooperation as we proceed with this project. Please have this letter acknowledged below on behalf of the City of Belleville and return a copy to my attention.

If you have any questions regarding the responses provided, or need additional information, please feel free to contact me.

Respectfully,



Dave Palmer
 Manager, Remediation Projects – Environmental Strategy & Analysis
 Ameren Services

Cc: Sal Elkott (City Engineer)

Agreed and acknowledge on behalf of the City of Belleville on this 17 day of November 2021.

By: Patty Gregory
 Name: Patty Gregory
 Title: Mayor



INVOICE

INVOICE #2021-AMEREN
BILL DATE: NOVEMBER 17, 2021
DUE DATE: DECEMBER 16, 2021

TO:
Ameren
Attn: Dave Palmer
1901 Chouteau Avenue
PO Box 66149
St. Louis, MO 63166-6149

FOR:
Remediation reimbursements – final

DESCRIPTION	AMOUNT
Remaining Commitment for Remediation Reimbursements	\$1,281,832
TOTAL	\$1,281,832

Make all checks payable to City of Belleville.

Please remit to: City of Belleville
Attn: Jamie Maitret, Finance Director
101 South Illinois Street
Belleville, IL 62220-2105

If you have any questions concerning this invoice, contact Jamie Maitret, Finance Director, 618-233-6810 Ext. 1235

We have visited many of you and this email is the latest information we have. I just wanted to take the time to update you pertaining to the volatility and increased demand on the electric supply. I also wanted to share the information we have gathered pertaining to the expiration of our existing municipal aggregation contract. As you well know the contract expires in December of 2022, it has a base rate of .0429. Ameren filed their rates in mid-May with the ICC for a start date in June. Since that time, Ameren has raised the rates to customers 2 additional times based on purchases they have made in the most recent market. Below are the new published rates and dates filed.

5/15 - Summer Rates (June-Oct) .10628 cents

5/15 - Non-Summer Rates (Oct-May) .12730 cents

With that being said, since our current contract does not expire until December, the price to compare at that time will already be .12730 cents (non-summer rate). There are two important factors to look at carefully. Our customers have protection with the current municipal aggregation rate of .0429. However, as your consultants we feel it is important to explore all the options available to us and prepare to bid those options as quickly as possible. The current market volatility is expected to last long-term and the sooner we can bid, the more protection the residents will have. We have already requested the indicative rates for the upcoming renewal. However, suppliers are not only reluctant to provide those numbers, but they have also chosen not to even consider the renewal rates until sometime later in June or July. Our hope was to be out for bid in early June, unfortunately that will not be the case. Currently, none of the suppliers, including incumbent supplier Homefield Energy, have been unable to put forth a rate which can be executed by our customers.

The volatile market and the subsequent response from suppliers show the importance and drastic need to act swiftly and promptly once suppliers proceed with executable rates. We will continue to update our customers on these issues and will be prepared to bid immediately as soon as the market allows.

In closing, we want to have all the community information logged into our system and be able to move as quickly as possible with bid packets. Therefore, I am attaching the bid day representative form to this email and ask you fill it out immediately and get it back to me. With past agreements, we were given the entire business day to submit the executed contracts. This current market will not allow that timeframe. The window of time to execute the agreement will be minutes not hours. This again is due to the market volatility. These are crazy and unfortunate times for our residents and customers. We will continue to do the very best possible to secure the best pricing and terms for our clients. Please be patient as we move through this process. Feel free to drop me an email or phone call with any questions you may have. The more communication we have, the quicker the process will go.

Best,
Steve



BID DAY REPRESENTATIVE

The municipal officials of the City/Village of _____ understand the importance of having a representative duly authorized and available to execute a contract for the supply of electricity on bid day for the Aggregation program.

The following designees are duly authorized to execute a contract for supply of electricity on bid day:

Primary Representative: _____

e-mail: _____

Mobile phone: _____

Alternate Representative: _____

e-mail: _____

Mobile phone: _____

Signature

Date

Printed name

Patty Gregory
Mayor



Department of Police

CITY OF BELLEVILLE
720 WEST MAIN STREET
BELLEVILLE, ILLINOIS 62220-1538

MSgt. Sean M. Harris
Quartermaster
Office (618) 355-9758 Fax (618) 234-3105
Email harriss@bellevillepolice.org

William G. Clay III
Chief of Police



To: Ms. J. Maitret, Finance Director

From: MSgt. Sean M. Harris

Date: June 3, 2022

Subj: Request to Discontinue Competitive Bid Porcess: Police Vehicles

Ma'am,

At the direction of the Chief of Police, I am submitting my recommendation that the City forgoes the 'fleet competitive bid process' and purchases the budgeted six police vehicles from the approved State bid contractor, Morrow Brother's Ford, for the 2022/2023 fiscal year.

We have purchased vehicles from the state bid contractor for the last four fiscal years, forgoing the bid process for the last three. This has saved the city time and wear on existing vehicles. The state bidder also upfits the vehicles at their facility when the shipment arrives, which cuts out the necessity to involve third party vendors for equipment and installation. The cars will be delivered to us fully equipped and ready for the road. The only further cost being the livery and window tint, which is done by local vendors.

At the writing of this memo, there are 26,000 Ford Police Interceptors waiting on parking lots at factories due the current microchip and supply chain shortage. These vehicles cannot be released until the microchips come in and are installed. Because of this and more factory shutdowns, the 2022 models are just now beginning to trickle in, and the 2023 model year has not yet even gone into production. There is no estimated timeline for these vehicles. Also, due to the state of inflation, the 2023 model year, despite being exactly the same as the 2022 models, are set to be 3,000 to 5,000 more per vehicle.

I spoke with Rich Wellencamp, the owner of Morrow Brother's Ford. He informed me that he over-ordered 280 Explorers last year, as he does each year should events like this occur. He told me if we so desire, he will modify six of these vehicles to our specifications and lock in the price of the vehicles at last year's rate, \$51,880.00 per car. These will still be 2022 model year vehicles as opposed to 2023s,

but will be brand new and will save the City \$30,000.00. They will come in probably around the same time as last year's purchase. It is my recommendation that we accept this offer. It will yield significant savings for the City, and receiving the vehicles is at least on the horizon. It may be a year or two down the road before the 2023s are available.

Respectfully:


MSgt. Sean M. Harris #209
Quartermaster/Training Coordinator



05/19/2022

Master Sgt. Sean Harris
Belleville Police Department
720 West Main Street
Belleville, IL 62220

Dear Chief Clay,

Utility Associates, Inc. (UA, herein) is honored that your Department is considering our Company to provide its Officers with the Rocket IoT™ solution. We take great pride in our Law Enforcement Partnerships and look forward to adding your Department to the growing family of Departments and Agencies who have deployed Rocket IoT – the industry’s smartest technology for first responders.

Please allow this letter to serve notice that UA agrees to the following provisions as part of the service agreement that The Belleville, IL Police Department intends to enter into with our Company:

1. Services Pricing Proposal:

- a. Vehicle video & communications systems to support a total of 75 Officers and 35 police vehicles
- b. Period of agreement = Five (6) years from date of authorized signature
- c. Total system price: covering the scope and quantities specified in this offer for service - Includes all hardware, software licenses, BodyWorn generated data storage/retrieval, warranty, support, and rebates of (-\$124,350.00) for a period of six (6) Years for: \$820,000.00
- d. Attachment A - (Quote #20220503-132148348) outlines the details of the services pricing proposal, with part numbers and associated quantities.

2. Bill of Materials Included with the Offer: As part of the annual subscription price for six (6) years, each system will include the following:

Rocket IoT Vehicle Video/Communications/Camera triggers - Includes AVaiLWeb™ SaaS, Training and Configuration, Warranty and Technical Support with Unlimited BodyWorn Generated Video Storage and Download.

Every Officer/Deputy (Qty. 75) will be equipped with the following:

- a. One (1) BodyWorn™ Camera and Mount
- b. One (1) Holster Activation Sensor
- c. One (1) Bluetooth BodyWorn Wrist/Belt Trigger
- d. \$200 Uniform Allotment, Towards Any Combination of New BodyWorn Ready Uniforms, per BodyWorn Camera Purchased - (Allotment May Not be Applied to Any Other Products or Services and is surrendered if not used within 90 Days from Date of Purchase)
- e. Five (5) Retrofits of Existing, Standard Uniform Garments, to BodyWorn Ready Status, per BodyWorn Camera Purchased – See Section 1.1.6 of the Service Level Agreement, for Definition of Standard Uniform
- f. AvailWeb Video Management Software and Mapping Interface License
- g. Unlimited BodyWorn Generated Download & Storage – Based on Department’s Retention Policy

- h. Smart Redaction Software License
- i. Installation and Training – Onsite and Online Training Included
- j. Full Warranty
- k. 24/7 Technical Support for the Life of the Contract (72 months)

Every Vehicle (Qty. 35) will be equipped with the following:

- a. Rocket IoT™ Vehicle Control Unit, DVR, and Communications Hub
- b. Rocket IoT Vehicle Triggers
- c. Front and Rear HD Cameras
- d. Battery Back ups
- e. OBD cables
- f. Setup of Rocket IoT Control Interface through Vehicle MDC (validate)
- g. Installation, Validation, and Configuration
- h. Full Warranty
- i. 24/7 Technical Support for the Life of the Contract (72 Months)

Agency will be equipped (Qty. 5) with the following:

- a. Rocket IOT interview room control, DVR
- b. Two cameras and a microphone per room
- c. Illuminated Start/Stop wall switch per room
- d. Installation, Validation, and Configuration
- e. 24/7 Technical Support for the Life of the Contract (72 Months)

- 3. Additional Units – Post agreement execution: Additional units, outside the scope of this offer, are subject to price increases, and will be quoted separately as requested of UA personnel
 - a. Additional services quoted subsequent to this offer for service are quoted in 5-year increments
 - b. Services added, will extend the effective life of the original agreement to the end term of the most recent services contracted, regardless of quantities secured

- 4. Installation Services: Outside the scope of this offer, any Additional Units will be Subject to the Following.
 - a. Daily rate charges of \$1,750/day are applied at a minimum of two (2) days for installs of less than ten (10) vehicles, per scheduled visit.
 - b. A charge for deinstallation of competitor equipment is assessed at a minimum of \$100 per vehicle, with disposal at the site of installation. UA recommends disposal and recycling of electronics in accordance with local regulations.
 - c. On average, one (1) UA Field Engineer is capable of 2-3 Installations of basic RocketIoT In-car systems, per working day (dependent on-site conditions and vehicle type(s)). Working days are consecutive in order to avoid any additional fees.
 - d. Contract services begin upon receipt of hardware. This agreement requires that the customer be capable of receiving hardware within 4-6 weeks of contract signing.
 - e. Customer agrees to maintain all hardware in a secure storage area until time of installation is coordinated by UA project management

- 5. Service Level Agreement (SLA):

- a. The Service Level Agreement asserts 99% uptime with 24/7 Technical Support. This includes After Hours Call Back on any issues requiring immediate attention. On/Off Hour call backs will be provided on all issues directed to the 24/7 support team; this includes issues related to the upload and access to video, and any troubleshooting needed while an Officer(s) is/are on duty.
 - b. Details of the SLA are provided in Attachment (B).
6. Terms and Options for Payment of Services: In consideration of the potential partnership between UA and the Belleville, IL Police Department we would like to extend the following special payment terms for a six-year service term.

Installment Payment Option:

Option 1

Payment 1: Paid Upon Signature of Offer Letter	\$30,000.00
Payment 2: Paid Upon Year 2 Anniversary of Signing	\$270,000.00
Payment 3: Paid Upon Year 3 Anniversary of Signing	\$130,000.00
Payment 4: Paid Upon Year 4 Anniversary of Signing	\$130,000.00
Payment 5: Paid Upon Year 5 Anniversary of Signing	\$130,000.00
Payment 6: Paid Upon Year 6 Anniversary of Signing	\$130,000.00

Total: \$820,000.00

We are privileged to work with your Department on this project. Should you have any questions, at any time, please feel free to call or email me at: 317-457-1577 Email: Mosborn@utility.com

Respectfully,

Mark Osborn, Business Manager

Offer Acceptance by Authorized Official:

Title:

Date:

Payment Option Selected:

Option 1

cc.

Client Service Agreement

INTRODUCTION

This service agreement describes the levels of service that the Belleville, IL Police Department ("Client" or "Client") will receive from Utility Associates, Inc. ("UA" or "Supplier").

Purpose

The Client depends on IT equipment, software and services (the IT system) that are provided, maintained and supported by the Supplier. Some of these items are of critical importance to the Client's business.

This service agreement sets out what levels of availability and support the Client is guaranteed to receive for specific parts of the IT system.

This Service Agreement forms an important part of the contract between the Client and the Supplier. It aims to enable the two parties to work together effectively.

SCOPE

Parties

This agreement is between:

The Client:	The Supplier:
Belleville, IL Police Department	Utility Associates Inc.
720 W main St Belleville, IL 62220	250 E. Ponce De Leon Avenue Suite 700 Decatur, GA 30030
Master Sgt Sean Harris 618-355-9758 harriss@bellevillepolice.org	Key Contact: Amanda A. Havice 800-597-4707 contracts@utility.com

Dates and Reviews

This agreement begins on the Effective Date of the agreement, which is the date of signature by the Client of this service agreement and will run for the term of the agreement plus any extensions of such agreement.

It may be revised at any point by mutual written agreement, including if there are any changes to the Client's system.

Equipment, Software and Services Covered

This agreement covers only the equipment, software and services in the table below. This list may be updated at any time, with agreement from both the Client and Supplier.

Item Type	Number of Items	Item Priority
-----------	-----------------	---------------

BodyWorn Camera	Qty 75 Supplied by Utility	1
Bluetooth Controller	Qty 75 Supplied by Utility	2
BodyWorn Ready Uniforms	\$200 Allotment Towards any Combination of New BodyWorn Ready Uniforms, per Body Camera Purchased with a Multi-Year Service Agreement	3
Existing Uniform Retrofits	Qty. of 5, Standard Uniform Retrofits (see table 1.2.1 for definitions) to BodyWorn Ready Status, per Body Camera Purchased with a Multi-Year Service Agreement	3
AVail Web	Qty Unlimited Licenses Supplied by Utility	1
RocketIoT In-Car Video	Qty 35 Supplied by Utility	1
Interview room system	Qty 5 Supplied by Utility	1
*Includes all services, installation, training, and configuration of the above listed equipment and cost proposal.	Qty <<>> Supplied by Utility	1

Exclusions

This agreement is written in a spirit of partnership. The Supplier will always do everything possible to rectify every issue in a timely manner.

However, there are a few exclusions. This agreement does not apply to:

- Any equipment, software, services or other parts of the IT system not listed above
- Software, equipment or services not purchased via and managed by the Supplier

Additionally, this agreement does not apply when:

- The problem has been caused by using equipment, software or services in a way that is **not recommended (defined as intentional neglect, misuse, or destruction of the equipment)**
- The Client has made **unauthorized changes** to the configuration or set up of affected equipment, software or services. Unauthorized changes are defined as changes made by any party other than the Supplier to the software, hardware, or firmware that alter the system's ability to record, upload, or view data.
- The Client has prevented the Supplier from **performing required maintenance and update** tasks.
- The issue has been caused by **unsupported** equipment, software or other services of the Client.

This agreement does not apply in circumstances that could reasonably be said to be beyond the Supplier's control. For instance: floods, war, acts of god and so on.

Regardless of the circumstances, the Supplier aims to be helpful and accommodating at all times and will do its absolute best to assist the Client wherever possible.

RESPONSIBILITIES

Supplier Responsibilities

The Supplier will provide and maintain the IT system used by the Client. This Agreement between the Supplier and the Client includes full details of these responsibilities.

Additionally, the Supplier will do the following:

- SaaS will be maintained at 99% uptime/availability or greater 24/7/365
- Ensure relevant software, services and equipment are available to the Client including an appropriate level of spares
- Respond to support requests within the timescales listed below
- Take steps to escalate and resolve issues in an appropriate, timely manner
- Maintain good communication with the Client at all times

Client Responsibilities

The Client will use the Supplier-provided IT system as intended.

The Client is responsible for maintaining power and internet connectivity at all video offload locations on the network. For offload via a Client approved third party or Supplier provided access point, the Client has the option of either (a) organizing an independent internet connection via its local provider with a minimum upload speed of 50 Mbps, or, (b) connecting the access point to its own network having a minimum internet upload speed of 50 Mbps. Upon execution of this Agreement, as part of the deployment process, a network assessment will be conducted of the Client's upload speed for the transmission of data to the CJIS Compliant Cloud. In most cases, the Client should budget for an increase to their upload speed with their local carrier.

Additionally, the Client will:

- Notify the Supplier of issues or problems in a timely manner
- Provide the Supplier with access to equipment, software and services for the purposes of maintenance, updates and fault prevention
- Maintain good communication with the Supplier at all times

GUARANTEED RESPONSE TIMES

When a Client raises a support issue with the Supplier, the Supplier promises to respond in a timely fashion.

Response Times

UA provides a 99% uptime/availability commitment. All systems have health monitoring that assures that issues are typically addressed 24/7/365 by UA personnel before they become an impact to the performance of the service. For support provided to the Client directly, UA has a tiered response to support that will escalate the level of support depending on the situation. Tier 1 would be on-site support by the department staff after they have been trained by UA, which will alleviate most day-to-day issues that may pop up. Problems beyond Tier 1 scope will be escalated to Tier 2, which is phone-based support, and from there to Tier 3, which is on-site technical support from a UA field engineer. The cost of the response time is included in this Agreement.

While most support calls are handled immediately, Tier 2 issues have guaranteed response times as shown below:

Item Priority	Fatal	Severe	Medium	Minor
1	1 Hour	1 Hour	2 Hours	3 Hours
2	2 Hours	2 Hours	4 Hours	6 Hours
3	4 Hours	4 Hours	8 Hours	16 Hours

Severity Levels

The severity levels shown in the tables above are defined as follows:

- **Fatal:** Complete degradation – all users and critical functions affected. Item or service completely unavailable.
- **Severe:** Significant degradation – large number of users or critical functions affected.
- **Medium:** Limited degradation – limited number of users or functions affected. Business processes can continue.
- **Minor:** Small degradation – few users or one user affected. Business processes can continue.

RESOLUTION TIMES

The Supplier will always endeavor to resolve problems as swiftly as possible. It recognizes that the Client's systems are key to daily functions and must be functional in the field.

However, UA is unable to provide guaranteed resolution times. This is because the nature and causes of problems can vary.

In all cases, the Supplier will make its best efforts to resolve problems as quickly as possible. It will also provide frequent progress reports to the Client.

SCOPE OF SERVICES

1.1.1 Access to Software. UA is the developer and owner of, or has rights to, certain enterprise mobile device tracking and messaging software known as "AVaiL™", "AVaiL Web", "Vehicle Diagnostics", and "RFID Tracking" and related content to be provided to Client; such software, its related content and any related documentation provided by UA, and the means used to provide the software to Client and the services described herein are collectively referred to as the "Service". Subject to Client's payment of the applicable fees and Client's compliance with the terms of this Agreement, Client, its affiliates and its and their employees ("Licensed Users") shall have the right to access and use the Service solely for Client's and its affiliates' internal business purposes. UA will issue to one Licensed User ("Client Administrator") an individual login identifier and password ("Administrator Login") for purposes of administering the Service. Using the Administrator's Login, the Client Administrator shall assign each Licensed User a unique login identifier and password ("User Login") and provide such information to the Licensed Users and UA via the Service. Client shall not provide a User Login to any individual or entity that is not a Licensed User to use the Service. Client shall be responsible to ensure, by agreement or otherwise, that each Licensed User will: (a) be responsible for the security and/or use of his or her User Login; (b) not disclose such login identifier or password to any person or entity; (c) not permit any other person or entity to use his or her User Login; (d) use the Service only in accordance with the terms and conditions of this Agreement and on the workstation software from which the Service is accessed. UA shall have the right to deactivate, change and/or delete User Logins of Licensed Users who have violated this Agreement and to deny or revoke access to the Service, in whole or in part, if UA reasonably believes Client and/or its Licensed Users are in material breach of this Agreement. Client shall be solely responsible for ensuring that the access to the Service by a Licensed User who ceases to be an employee of Client or one of its affiliates is terminated.

UA shall have no responsibility for managing, monitoring, and/or overseeing Client's and its Licensed Users' use of the Service. Client acknowledges that the Service may contain devices to monitor Client's compliance with the terms and restrictions contained herein and Client's obligations hereunder.

1.1.2 Operating Environment. Client is solely responsible for acquiring, installing, operating and maintaining the hardware and software environment necessary to access and use the Service remotely via the Internet.

1.1.3 Changes to Service. UA may upgrade, modify, change or enhance ("Change") the Service and convert Client to a new version thereof at any time in its sole discretion so long as such Change does not materially diminish the scope of the Service, in which event Client shall have the right to terminate this Agreement upon thirty (30) days written notice to UA. During the term of this agreement, if UA upgrades the version of the Service Client is using under this Agreement, Client will not be charged an upgrade fee. Should UA offer additional optional software modules in the future that complement the Software, Client may elect to purchase the optional software modules for an additional fee; however, Client has no obligation to do so.

1.1.4 Help Desk. UA shall provide 24/7 Client support in the form of a Help Desk. Clients reporting issues through email will receive confirmation of the issue within a reasonable time and will receive a callback the same business day if practical. The Help Desk is always subject to availability of our technical staff and clause 1.1.5 below.

1.1.5 Uptime Commitment.

a. Availability. The Service will be made available to Client and its Licensed Users twenty-four hours a day, seven days a week less the period during which the Service are not available due to one or more of the following events (collectively, the "Excusable Downtime"):

- (i) Scheduled network, hardware or service maintenance;
- (ii) The acts or omissions of Client or Client's employees, agents, contractors, vendors, or anyone gaining access to the Service by means of a User Login;
- (iii) A failure of the Internet and/or the public switched telephone network;
- (iv) The occurrence of any event that is beyond UA's reasonable control, or
- (v) At Client's direction, UA restricting Client's and its Licensed Users access to the Service.

b. Commitment. Client is responsible for promptly notifying UA in the event of a suspected Service failure. For the purposes of establishing uptime herein, downtime begins upon such notification and ends upon restoration of Service. Subject to Client satisfying its obligations herein, UA guarantees that the Service will be available to Client and its Licensed Users at least 99% of the time during each calendar month, excluding Excusable Downtime ("Uptime Commitment"). If UA fails to satisfy the Uptime Commitment during a month, then UA will credit to Client a pro-rated portion of the Fees in the first month of the next succeeding calendar quarter following the failure. For purposes of this Section, "pro-rated portion of the Fees" means the product obtained by multiplying the applicable Fees during the month of the failure by a fraction, the numerator of which will be the number of hours that the Service did not satisfy the Uptime Commitment, and the denominator of which will be the total number of hours during the month that such failure occurred less Excusable Downtime.

1.1.6 Uniforms. UA's BodyWorn Solution is the only body camera system available to law enforcement that features direct integration of camera hardware into the officer's/deputy's uniform. As part of the multi-year service agreement, UA will furnish the following allotments and services during initial project launch.

a. Retrofits of existing uniforms. A quantity of five (5) standard uniform garments, per BodyWorn camera purchased, will be modified to BodyWorn ready status, for the purposes of product integration with our camera hardware solution. UA will provide The Client with both uniform retrofit vouchers and packing slip templates. Note, both uniform vouchers and accurately completed packing slips are required for all retrofit requests being sent to UA for processing. Failure to provide accurate uniform information may result in delays of processing The Client's request.

b. Retrofits of Standard garment types. Acceptable garment installation types offered at no-additional charge, as part of the initial project launch with a multiyear service agreement, include the following:

- (i) Duty shirts (long or short sleeve)
- (ii) Soft outer carrier vest
- (ii) Standard soft-shell jacket

c. Retrofits of Non-standard garment types. Excluded from the initial project launch retrofitting service, that may still be modified to BodyWorn ready status at an additional charge, include the following: (please see table 1.2.1, for pricing details)

- (i) Polo shirts
- (ii) Commando style sweaters
- (ii) Tactical vest or outer plate carriers
- (iv) Leather jackets

d. Certification of local uniform resellers. Following the recommendation of the Client, a local uniform reseller may be eligible to participate in UA's uniform certification program. This program is designed to maximize the speed in which new recruits and/or existing Officers/Deputies receive BodyWorn standard uniform garment retrofits, post project deployment. Additionally, this program is designed to foster the support of local small businesses in your respective area.

- (i) Resellers may participate in the certification program, for the purposes of retrofitting standard duty shirts and soft outer carrier vests only. All other non-standard garment retrofits should be forwarded to UA, at the expense of The Client.
- (ii) As part of the certification offered, UA will supply one (1) grommet installation machine and training of up to 5 reseller personnel, per session. Sessions run for a dedicated 16-hour period, over the course of two days. The reseller will be responsible for furnishing uniforms for the purposes of training and certification.
- (iii) Certification fees. Certification of each local uniform reseller will be charged to The Client, at \$2,500 per session.
- (iv) Annual Warranty and Support Fee of \$300, per year, will be assessed of the certified uniform reseller. Failure to pay within 30 days of invoice will void any warranty claims against grommeting machine hardware provided for the purposes of BodyWorn ready uniform retrofitting

1.2.1 Uniform Retrofit Pricing Schedule. Prices effective May 2021.

a. BodyWorn - **standard** garment retrofit service table

Example Model	Description	Price (ea).
Blauer 8670, 8675, 8446	Duty Shirt, BodyWorn Ready	\$13
Blauer 8780, 8370, 8375, 8470 (XP Series)	Carrier Vest Mount, BodyWorn Ready	\$23
Blauer 343, 343R	Traffic Safety Vest, BodyWorn Ready	\$23
Blauer 8780, 8370, 8375, 8470	Carrier Vest Zipper Mount, BodyWorn Ready	\$23

Spiewak	Carrier Vest Mount, BodyWorn Ready	\$33
Duty Jacket (Charge per Layer)	All Jackets (Except Leather – Estimate Only)	\$23
All Standard Uniform Types	Grommet Swap Out	\$10

b. BodyWorn **non-standard** garment retrofit service table. Due to the complicated nature of retrofitting non-standard garments, all prices provided below are considered estimates. Final pricing will be assessed at the time of services rendered. For additional questions, comments or concerns please email UA at: uniforms@utility.com.

Description	Price (ea).
Carrier Vest – Horizontal Mounting (Ex. Blauer 8340, 8375)	\$33
Tactical Vest or Load Bearing Vest (LBV) – All Styles	\$53
Polo Shirt	\$43
Polo Carrier – Horizontal Zipper	\$43
Leather Jacket / Coat.	Estimate Only
Patches	
Single	\$5
Pair	\$6
Name Tape - Includes Embroidery and Velcro	\$10

Motor unit jackets must be quoted via design consult, please contact uniforms@utility.com to schedule.

USE OF THE SERVICE

2.1 Scope of Use. Subject to the terms and conditions of this Agreement, including, without limitation, Section 2.2 and 2.3 hereof and Client's payment of all applicable Fees, UA hereby grants to Client a limited, a non-exclusive, non- assignable, non-transferable license (the "License"), without the right to sublicense,

to access and use the Service, during the Term, over the Internet for Client's and its affiliates' internal business purposes, on a computer or a computer network operated by Client, only by Licensed Users and only using the User Logins provided to UA for such Licensed Users for such use.

2.2 End User License Agreements. The Licensed software may incorporate software under license from a third party. If the third party requires Client's notification of such use through an End User License Agreement (EULA), UA will provide such notification to the Client. In order to use the Service, the Client agrees to be bound by all EULA(s) provided at the time of delivery whether by hardcopy or displayed upon Installation or use of the Service. Client's use of the Service subsequent to such notice(s) shall constitute Client's acceptance of the EULA(s).

2.3 Restrictions. Client and its Licensed Users shall not: (a) copy the Service or any portion thereof other than as required to use the Service remotely as intended by this Agreement; (b) translate, decompile or create or attempt to create, by reverse engineering or otherwise, the source code from the object code of the Service; (c) modify, adapt, translate or create a derivative work from the Service; (d) use the Service to track more than the number of tracked asset units for which Fees have been paid pursuant Article 3 below; (e) sell, lease, loan, license, assign, sublicense, rent, transfer, publish, disclose, divulge, display, make available to third parties on a time-sharing or service bureau basis or otherwise make available for the benefit of third parties all or any part of the Service, including, without limitation, by transmitting or providing the Service, or any portion thereof, over the Internet, or otherwise, to any third party; (f) interfere or attempt to interfere with the operation of the Service in any way; (g) remove, obscure or alter any label, logo, mark, copyright notice, trademark or other proprietary rights notices affixed to or contained within the Service; (h) create any frames or other references at any other web sites pertaining to or using any of the information provided through the Service or links to the Service; or (i) engage in any action that constitutes a material breach of the terms and conditions of this Agreement. All rights not expressly granted hereunder are reserved to UA.

FEES AND PAYMENT TERMS

3.1 Fees. As a condition to the License granted pursuant to Section 2.1 above, Client shall pay annual Service usage fees ("Fees"). Client shall, in addition to the Fees required hereunder, pay all applicable sales, use, transfer or other taxes and all duties, whether international, national, state or local, however designated, which are levied or imposed by reason of the transaction(s) contemplated hereby, excluding, however, income taxes on income which may be levied against UA ("Taxes"). Client shall reimburse UA for the amount of any such Taxes. If Client fails to pay any undisputed Fees within thirty (30) calendar days of the date they are due, UA may bill Client a 1.5% fee per month and the Service shall be suspended until all outstanding Fees have been paid. All Fees shall be non-refundable except as otherwise set forth herein. Should Client have a billing dispute, Client must provide notice to UA in writing within thirty (30) days of the invoice date with an explanation of the disputed invoiced amount or else Client will waive the right to dispute the amount set forth on the invoice. Client is still obligated to pay undisputed amounts.

3.2 Time-and-Materials Service. If Client requests and UA agrees to provide services that are outside the scope of the Service, such services shall be provided at UA's then-current hourly service rates or as established within a separate agreement addressing these specific requests.

REPRESENTATIONS AND WARRANTIES

4.1 Expressed Warranty. Products manufactured by UA are warranted to be free from defects in material and workmanship under normal use and service. This warranty is applicable to any of UA's products that Client returns to UA during the period of the initial term of the agreement. All equipment issued, including BodyWorn™ devices and peripherals, and Rocket IoT™ in-vehicle systems and peripherals, are warranted for the duration of the initial agreement and will be repaired or replaced at UA's cost with an appropriate Request to Merchant (RMA) Authorization. Failure to return warranty replacement items in the time specified by UA may result in additional fees or surcharges assessed at UA's sole discretion. UA's obligations, with respect to such applicable warranty returns, are limited to repair, replacement, or refund of the purchase price actually paid for the product, at UA's sole option. UA shall bear round-trip shipment costs of defective Items found to be covered by this warranty. Defective products

or parts thereof may be replaced with either new, factory refurbished, or remanufactured parts. Defective parts, which have been replaced, shall become the UA's property. This warranty does not extend to any product sold by UA which has been subjected to malicious intent, neglect, accident, improper installation by a non-authorized 3rd party, or a use for purposes not included or not in accordance with operational maintenance procedures and instructions furnished by UA, or which has been repaired or altered by UA or persons other than UA or which has been damaged by secondary causes, including but not limited to, improper voltages, adverse environment conditions, improper handling, or products which have had their serial number or any part thereof altered, defaced, or removed. UA liability does not cover normal wear and tear or deterioration. Uniforms or modified uniforms provided with the service have a 1-year warranty and are limited to defects in material workmanship that prevent the user from capturing video and/or using the Service. The Expressed Warranty does not include changes to the color or appearance of the uniform that result from normal wear and tear.

4.2 UA and Client Responsibilities. Each party (the "Representing Party") represents and warrants to the other that: (a) it has the authority to enter this Agreement and to perform its obligations under this Agreement; (b) the execution and performance of this Agreement does not and will not violate any agreement to which the Representing Party is a party or by which it is otherwise bound; and (c) when executed and delivered, this Agreement will constitute a legal, valid and binding obligation of the Representing Party, enforceable in accordance with its terms. In addition to the foregoing: UA warrants that the software provided as part of the Service will materially conform to the applicable then-current documentation relating to the Service when used in an operating environment that complies with the then-current documentation relating to the Service. If provide Client, as Client's sole and exclusive remedy, with a pro rata refund (for the unexpired portion of the applicable Term) of the Fees paid to UA hereunder. Client represents and warrants to UA that Client and its Licensed Users (i) will use the Service only for lawful purposes; (ii) will not interfere with or disrupt the operation of the Service or the servers or networks involved with the operation of the Service; (iii) attempt to gain unauthorized access to the Service, other accounts, computer systems or networks connected to the Service, through any other means; or (iv) interfere with another user's use and enjoyment of the Service.

4.3 Export Restrictions. Client represents and warrants that it and all Licensed Users will comply with all applicable laws, rules and regulations in the jurisdiction from which they access the Service, including those laws, rules and regulations which apply to the access, import, use and export of controlled technology or other goods. Client also agrees that it and all Licensed Users will comply with the applicable laws, rules and regulations of the jurisdictions from which UA operates the Service (currently, the United States of America). In particular, Client represents, warrants and covenants that it shall not, without obtaining prior written authorization from UA and, if required, of the Bureau of Export Administration of the United States Department of Commerce or other relevant agency of the United States Government, access, use, export or re-export, directly or indirectly, the Service, or any portion thereof or any Confidential Information of UA (including without limitation information regarding the use, access, deployment, or functionality of the Service) from the United States to (a) any country destination to which access, use, export or re-export is restricted by the Export Administration Regulations of the United States Department of Commerce; (b) any country subject to sanctions administered by the Office of Foreign Assets Control, United States Department of the Treasury; or (c) such other countries to which access, use, export or re-export is restricted by any other United States government agency. Client further agrees that it is solely responsible for compliance with any import laws and regulations of the country of destination of permitted access, use, export or re-export, and any other import requirement related to a permitted access, use, export or re-export.

4.4 Warranty Disclaimer. Client ACKNOWLEDGES THAT, EXCEPT AS PROVIDED HEREIN, THE SERVICE IS PROVIDED HEREUNDER WITH NO WARRANTY WHATSOEVER. Client ACKNOWLEDGES THAT ITS USE OF THE SERVICE IS AT ITS OWN RISK. EXCEPT AS EXPRESSLY PROVIDED HEREIN, (a) THE SERVICE IS PROVIDED SOLELY ON AN "AS-IS" BASIS, AND (b) UA MAKES, AND Client RECEIVES, NO WARRANTIES, EXPRESS, IMPLIED, OR OTHERWISE. UA EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND/OR NON INFRINGEMENT AND ALL DUTIES AND OBLIGATIONS IMPLIED IN LAW. UA DOES NOT WARRANT THAT THE SERVICE SHALL BE OPERABLE, SHALL PROPERLY STORE DATA, SHALL

OPERATE UNINTERRUPTED OR ERROR FREE, SHALL BE SECURE, SHALL KEEP DATA CONFIDENTIAL, SHALL FUNCTION OR OPERATE IN CONJUNCTION WITH ANY OTHER PRODUCT OR SHALL MEET Client's NEEDS.

4.5 Retention of Utility Generated System Media. The standard retention period for unclassified videos is twelve (12) months. The responsibility of video classification remains with the Client, for the duration of the agreement term. Exceptions to this retention period will incur a separate rate charge to the overall agreement, regardless of when said requests for adjustment are made.

CONFIDENTIAL INFORMATION

5.1 Confidential Information. As used herein, the term "Confidential Information means all technical, business and other information relating to the Service, which (i) is possessed or hereafter acquired by UA and disclosed to Client or Licensed Users, (ii) derives economic value from not being generally known to persons other than UA and its Clients, and (iii) is the subject of efforts by UA that are reasonable under the circumstances to maintain its secrecy or confidentiality. Confidential Information shall include, but shall not be limited to, oral or written (including, without limitation, storage in electronic or machine readable media) information with respect to UA's trade secrets, know-how, proprietary processes, operations, employees, contractors, prospects, business plans, product or service concepts, business methods, hardware, software, codes, designs, drawings, products, business models and marketing strategies, in each case relating to the Service. Confidential Information shall not include any information which Client can demonstrate (a) has become generally available to and known by the public (other than as a result of a disclosure directly or indirectly by Client, any of its affiliates or any of its or their respective employees, contractors or agents), (b) has been made available to Client on a non-confidential basis from a source other than UA, provided that such source is not and was not bound by a confidentiality agreement with UA or any other legal obligation of non-disclosure, or (c) has been independently acquired or developed by Client without violating any of its obligations under this Agreement.

5.2 Non-Disclosure of Confidential Information. Client shall hold confidential all Confidential Information (as defined in Section 5.1) of UA and shall not disclose or use (except as expressly provided in this Agreement) such Confidential Information without the express written consent of UA. Confidential Information of UA shall be protected by the Client with the same degree of care as Client uses for protection of its own confidential information, but no less than reasonable care. Client may disclose Confidential Information only to those of its employees who have a need to know the Confidential Information for purposes of performing or exercising rights granted under this Agreement and only to the extent necessary to do so. At any time upon the request of UA, the Client shall promptly, at the option of UA, either return or destroy all (or, if UA so requests, any part) of the Confidential Information previously disclosed and all copies thereof, and the Client shall certify in writing as to its compliance with the foregoing. Client agrees to secure and protect the Confidential Information in a manner consistent with the maintenance of UA's rights therein and to take appropriate action by instruction or agreement with its Licensed Users to satisfy its obligations hereunder. Client shall use its reasonable commercial efforts to assist UA in identifying and preventing any unauthorized access, use, copying or disclosure of the Confidential Information, or any component thereof. Without limitation of the foregoing, Client shall advise UA immediately in the event Client learns or has reason to believe that any person has violated or intends to violate these confidentiality obligations or the proprietary rights of UA. In the event Client is required to disclose any Confidential Information by law or court order, it may do so, provided that UA is provided a reasonable opportunity to prevent such disclosure, and, in the event of a disclosure, that the Client apply reasonable commercial efforts to ensure that available confidentiality protections are applied to such information. In such event, Client shall not be liable for such disclosure unless such disclosure was caused by, or resulted from, in whole or in part, a previous disclosure by Client, any of its affiliates or any of its or their respective employees, contractors or agents, not permitted by this Agreement. UA Confidential Information shall not include information which can be demonstrated by Client: (i) to have become part of the public domain except by an act or omission or breach of this Agreement on the part of Client, its employees, or agents; (ii) to have been supplied to Client after the time of disclosure without restriction by a third party who is under no obligation to UA to maintain such information in confidence; or (iii) required to be disclosed by law or court order, provided that UA is provided a reasonable opportunity to prevent such disclosure, and, in the event of a disclosure, that Client apply reasonable commercial efforts to ensure that available

confidentiality protections are applied to such information. Notwithstanding the foregoing, UA may publish the fact of the existence of this Agreement and/or the business relationship created hereby, and may include reference to it in its marketing collateral.

5.3 Non-Disclosure of Client Confidential Information. Notwithstanding any provision of this Agreement to the contrary, UA shall hold confidential all information disclosed to UA (a) concerning the business affairs or proprietary and trade secret information of Client, (b) any information that derives economic value from not being generally known to persons other than Client and its employees, and (c) any information that is the subject of efforts by Client that are reasonable under the circumstances to maintain its secrecy or confidentiality, whether disclosed to UA by Client in oral, graphic, written, electronic or machine readable form ("Client Confidential Information") and shall not disclose or use such Client Confidential Information without the express written consent of Client. Client Confidential Information shall be protected by UA with the same degree of care as UA uses for its own confidential information, but no less than reasonable care. UA may disclose Client Confidential Information only to those of its employees who have a need to know the Client Confidential Information for purposes of performing or exercising rights granted under this Agreement and only to the extent necessary to do so. At any time upon the request of Client, UA shall promptly, at the option of Client, either return or destroy all (or, if Client so requests, any part) of the Client Confidential Information previously disclosed and all copies thereof, and UA shall certify in writing as to its compliance with the foregoing. UA agrees to secure and protect the Client Confidential Information in a manner consistent with the maintenance of Client's rights therein and to take appropriate action by instruction or agreement with its employees to satisfy its obligations hereunder. UA shall use reasonable commercial efforts to assist Client in identifying and preventing any unauthorized access, use, copying or disclosure of the Client Confidential Information, or any component thereof. Without limitation of the foregoing, UA shall advise Client immediately in the event UA learns or has reason to believe that any person has violated or intends to violate these confidentiality obligations or the proprietary rights of Client, and UA will, at UA's expense, cooperate with Client in seeking injunctive or other equitable relief in the name of UA or Client against any such person. Client Confidential Information shall not include information which can be demonstrated by UA: (i) to have become part of the public domain except by an act or omission or breach of this Agreement on the part of UA, its employees, or agents; (ii) to have been supplied to UA after the time of disclosure without restriction by a third party who is under no obligation to Client to maintain such information in confidence; or (iii) required to be disclosed by law or court order, provided that Client is provided a reasonable opportunity to prevent such disclosure, and, in the event of a disclosure, that UA apply reasonable commercial efforts to ensure that available confidentiality protections are applied to such information.

5.4 Passwords. Any and all login identifiers and passwords provided hereunder are deemed Confidential Information of UA. Client and Licensed Users are responsible for maintaining the confidentiality of such login identifiers and passwords. Client agrees to (a) notify UA of any unauthorized use of such login identifiers or passwords or any other breach of security pertaining to the Service when it became known to the Client, and (b) ensure that Licensed Users exit from their accounts at the end of each session. UA cannot and will not be liable for any loss or damage arising from Client's or any Licensed User's failure to comply with this Section 5.4.

5.5 Term. With regard to Confidential Information that constitutes trade secrets, the obligations in this Section shall continue for so long as such information constitutes a trade secret under applicable law. With regard to all other Confidential Information, the obligations in this Section shall continue for the term of this Agreement and for a period of five years thereafter.

INDEMNIFICATION AND LIABILITY

6.1 UA shall indemnify, defend and hold the Client and its officials, agents and employees harmless from and against any and all claims, damages, losses, injuries and expenses (including reasonable attorneys' fees), relating to or arising out of: (i) any act or omission of UA, its officers, employees, subcontractors, or agents in connection with the performance of the Services; (ii) any breach of a covenant, representation or warranty made by UA under this Contract; and (iii) use by UA of any intellectual property in connection with the Services (whether such intellectual property is owned by UA or a third party) or the incorporation by UA of intellectual property into the Services.

6.2 EXCEPT FOR BREACHES OF SECTIONS 2 OR 5, IN NO EVENT WILL: (I) EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY LOSS OF PROFITS, LOSS OF USE, LOSS OF REVENUE, LOSS OF GOODWILL, ANY INTERRUPTION OF BUSINESS OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN ADVISED OR IS OTHERWISE AWARE OF THE POSSIBILITY OF SUCH DAMAGES; AND (II) EITHER PARTY'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL ANNUAL AMOUNT PAID BY CLIENT TO UA UNDER THIS AGREEMENT. MULTIPLE CLAIMS WILL NOT EXPAND THIS LIMITATION. THIS SECTION WILL BE GIVEN FULL EFFECT EVEN IF ANY REMEDY SPECIFIED IN THIS AGREEMENT IS DEEMED TO HAVE FAILED IN ITS ESSENTIAL PURPOSE.

PROPRIETARY RIGHTS

7.1 Proprietary Rights. No right (except for the License right granted in Article 2), title or interest in any intellectual property or other proprietary rights are granted or transferred to Client hereunder. UA and its third-party licensors and service providers retain all right, title and interest, including, without limitation, all patent, copyright, trade secret and all other intellectual property and proprietary rights, inherent in and appurtenant to the Service and all derivative works connected therewith.

TERM AND TERMINATION

8.1 Term; Termination. The term of this Agreement (the "Term") shall commence on the Effective Date and shall continue for an initial term of 72 months (6) years thereafter, unless terminated earlier or renewed as set forth herein, and shall automatically renew for additional 12 months (1) years (the "Renewal Term") unless either party provides written notice of termination ninety (90) days prior to the expiration of the initial Term or then current Renewal Term. Either party may immediately terminate this Agreement in the event that:

(a) the other party breaches any material obligation, warranty, representation or covenant under this Agreement and does not remedy such failure within thirty (30) days after its receipt of written notice of such breach or,

(b) the other party becomes insolvent or is unable to pay its debts as due, enters into or files (or has filed or commenced against it) a petition, arrangement, action or other proceeding seeking relief or protection under the bankruptcy laws of the United States or similar laws of any other jurisdiction or transfers all of its assets to another person or entity.

If timely payment of Fees is not received by its due date, UA reserves the right to either suspend or terminate Client's or Licensed User's access to the Service. Upon termination or expiration of this Agreement for any reason, the License and the Service shall terminate, Client will be obligated to pay any and all Fees due hereunder up through the annual anniversary of the Effective Date of this Agreement or expiration and UA shall have no further obligations to Client. Sections 2.2, 2.3, and 4.3 and Articles 5, 6, 7, 8, and 9 hereof shall survive the expiration or termination of this Agreement for any reason.

MISCELLANEOUS

9.1 Notices. Any written notice required or permitted to be delivered pursuant to this Agreement will be in writing and will be deemed delivered: (a) upon delivery if delivered in person; (b) three (3) business days after deposit in the United States mail, registered or certified mail, return receipt requested, postage prepaid; (c) upon transmission if sent via telecopier/facsimile, with a confirmation copy sent via overnight mail; (d) one (1) business day after deposit with a national overnight courier;

9.2 Governing Law and Venue. This Agreement, and all the rights and duties of the parties arising from or relating in any way to the subject matter of this Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Georgia. Any suit or proceeding relating to this Agreement shall be brought in the courts, state and federal, located in Dekalb County, Georgia.

9.3 UCITA Disclaimer. THE PARTIES AGREE THAT THE UNIFORM COMPUTER TRANSACTIONS ACT OR ANY VERSION THEREOF, ADOPTED BY ANY STATE, IN ANY FORM ("UCITA"), SHALL NOT APPLY TO THIS AGREEMENT. TO THE EXTENT THAT UCITA IS APPLICABLE, THE PARTIES AGREE TO OPT OUT OF THE APPLICABILITY OF UCITA PURSUANT TO THE OPT-OUT PROVISION(S) CONTAINED THEREIN.

9.4 Assignment. Client will not assign, sublicense or otherwise transfer this Agreement, in whole or in part, nor delegate or subcontract any of its rights or obligations hereunder, without UA's prior written consent, except in the event of an assignment to an affiliate

9.5 Force Majeure. Neither party shall have any liability to the other or to third parties for any failure or delay in performing any obligation under this Agreement due to circumstances beyond its reasonable control including, without limitation, acts of God or nature, actions of the government, fires, floods, strikes, civil disturbances or terrorism, or power, communications, satellite or network failures; provided, however, this Section 9.5 shall not apply to Client's obligation to pay any of the Fees in accordance with Article 3 hereof.

9.6 Modifications. All amendments or modifications of this Agreement shall be in writing signed by an authorized representative of each party hereto. The parties expressly disclaim the right to claim the enforceability or effectiveness of: (a) any amendments to this Agreement that are not executed by an authorized representative of UA and Client; (b) any oral modifications to this Agreement; and (c) any other amendments based on course of dealing, waiver, reliance, estoppel or similar legal theory. The parties expressly disclaim the right to enforce any rule of law that is contrary to the terms of this Section.

9.7 Waiver. The failure of either party to enforce, or the delay by either party in enforcing, any of its rights under this Agreement will not be deemed to be a waiver or modification by such party of any of its rights under this Agreement.

9.8 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, in whole or in part, such holding shall not affect the validity or enforceability of the other provisions of this Agreement.

9.9 Headings. The headings used herein are for reference and convenience only and shall not enter into the interpretation hereof.

9.10 Entire Agreement. This Agreement (including the Schedules and any addenda hereto) contains the entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all previous communications, representations, understandings and agreements, either oral or written, between the parties with respect to said subject matter.

IN WITNESS WHEREOF, UA and Client have executed this Agreement as of the date set forth below. All signed copies of this Agreement shall be deemed originals.

Signed on behalf of The Client:

Signed: _____

Name: _____





UTILITY

TRANSPARENCY

Title:

Date:

Signed on behalf of The Supplier:

Signed:

Name:

Title:

Date:





City of Belleville

Belleville Fire House 4 Upgrade 300/50

June 2, 2022

Prepared by: Chuck Patton

06/02/2022

Scott Markovich,

Thank you for the opportunity to provide this proposal for Clearwave Service over Fiber. Based on the information provided in your request for a quote, we have developed the following proposal for you to consider.

City of Belleville

Proposed Service Plan

City of Belleville - Fire House 4

Line Description / Term / Location Z	Qty	Sales Price	Monthly	One Time
Internet Access (IA) (12 Month Term)				
300 Mbps/50 Mbps Internet Access	1	\$439.00	\$439.00	\$0.00
Discount Amount (Data)	1	(\$40.00)	(\$40.00)	\$0.00
Totals for Monthly and One-Time Installation Recurring Charges: Pricing does not include monthly taxes, if applicable.			\$399.00	\$0.00

Grand Totals for Monthly and One-Time Installation Recurring Charges: Pricing does not include monthly taxes, if applicable.	\$399.00	\$0.00
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Service Descriptions

Internet Access (IA)	Dedicated Internet Access over Fiber.
Term	Term Liability Agreement commences upon signing of agreement and remains in force through continuous (months listed above) of billing for service. Carrier network equipment necessary to terminate and connect services will be provided by Clearwave and will remain property of Clearwave. Customer will be responsible for repair or replacement of equipment for any damage or loss due to any cause, including acts of God, excluding normal manufacturer defects and warranty covered repairs. See Master Service Agreement for complete terms and conditions.
Equipment	Necessary equipment needed to connect Fiber Services will be provided by Clearwave and will remain property of Clearwave. (See Terms / Other for replacement cost)
Pricing	Pricing is valid for 30 days from the date of this proposal. Pricing is valid through 11/29/22. Pricing does not include monthly taxes, if applicable. Taxes and regulatory fees are always subject to change. Any changes to the proposed service configuration(s) may void entire pricing proposal.

The Clearwave Fiber Advantage:

- Customized, cost-effective solutions designed to fit your specific needs
- Robust and scalable connectivity
- State-of-the-art, self-healing, redundant fiber optic ring architecture
- 24x7x365 monitoring for optimal network performance and reliability
- World-class data center and collocation facilities
- Locally staffed, enterprise level customer support

- One source, one bill, one phone number to call

Thank you for giving Clearwave Communications the opportunity to provide you with this proposal.

Sincerely



Chuck Patton

Customer Care: (877) 552-9283

Cell: (618) 980-2324

Office: (618) 722-2301

Email: cpatton@corp.clearwave.com

VENDOR COMPARISONS				
	First Due	Tyler Tech	ESO fire	FirePrograms
Occupancy Management	X		X	
Pre-Incident Planning	X	X		
Hydrant Management	X	X	X	
Inspections	X		X	
Invoicing	X			
Permitting	X		X	
NFIRS Reporting	X	X	X	X
Scheduling	X	X	X	X
Personnel Management	X	X	X	X
Training Records	X		X	X
Events & Activities	X	X	X	X
Assests & Inventory	X		X	X
Web Responder	X			X
Community Connect	X			
CAD Integration	X		X	
Implementation	X	X	X	X
Configuration Services	X	X	X	X
Annual Cost	\$31,350	\$16,070	\$17,849	\$6,567
One-time Fees	\$1,200	\$176,530	\$8,450	\$800
Total	\$32,550	\$192,600	\$26,299	\$7,367

CURRENT USE & SPENDING				
	Firehouse Software	Mobile Eyes	Flow MSP	Vector
Occupancy Management		X		
Pre-Incident Planning	X		X	
Hydrant Management			X	
Inspections		X		
Invoicing		X		
Permitting		X		
NFIRS Reporting	X			
Scheduling	X			
Personnel Management	X			
Training Records				X
Events & Activities	X			
Assests & Inventory				X
Web Responder				
Community Connect				
CAD Integration				
Total	\$6,053.71	\$12,062.25	\$3,800	\$8,285.22

TOTAL \$30,339.68



AGREEMENT FOR SERVICES

This Agreement for Services (this "Agreement") dated as of **June 1, 2022** (the "Effective Date") is made by and between Locality Media, Inc dba First Due a Delaware corporation, having offices at 107 7th St, Garden City, NY, 11530 ("Locality Media") and the **Belleville Fire Department** located at **1125 S Illinois St, Belleville, IL 62220** (the "Customer").

1. Locality Media maintains a website through which Customer members may access Locality Media's **First Due Size-Up™** Community Connect™, Mobile Responder™ and/or other software-as-a-service platforms and solutions identified in Exhibit A (collectively, the "Service") in connection with the performance of their Customer duties. Locality Media agrees to grant the Customer access to the Service pursuant to the terms and conditions set forth below and in Exhibit A, and the Customer agrees to use the Service only in strict conformity with and subject to such terms and conditions.
2. Locality Media may provide the Customer with one or more user ID's, initial passwords, digital certificates and/or other devices (collectively, "Credentials") and/or application programming interfaces ("APIs") to access the Service. The Customer shall access the Service only by using such Credentials and APIs. The Customer authorizes Locality Media to act on any instructions Locality Media receives from users of the Service who present valid Credentials and such individuals shall be deemed authorized to act on behalf of the Customer, including, without limitation, to change such Credentials. It is the Customer's sole responsibility to keep all Credentials and other means of access within the Customer's direct or indirect possession or control both confidential and secure from unauthorized use. The Customer understands the utility of the First Due Size Up Service depends on the availability of data and information relating to Locations and structures in the Customer's jurisdiction, including but not limited to building system and structural information, building inspection codes and incident report data (collectively, "Location Data"). Locality Media also may process and furnish through the Service, in addition to Location Data, other data regarding residents and roadways within the Customer's jurisdiction ("Community Data"). Location Data and Community Data are referred to collectively herein as "Data". Locality Media may acquire Data from third party public and/or private sources in Locality Media's discretion. In addition, the Customer will upload to the Service or otherwise provide to Locality Media in such form and using such methods as Locality Media reasonably may require from time to time, any and all Data from the Customer's records and systems which the parties mutually designate for inclusion in the Service database. The Customer agrees not to filter or alter such records except to conform such Data to the formats reasonably required by Locality Media. Subject to any third-party license restrictions identified expressly in writing by the Customer, the Customer grants to Locality Media a perpetual, non-exclusive, worldwide, royalty-free right and license to process, use and disclose the Data furnished to Locality Media by the Customer in connection with the development, operation and performance of Locality Media's business, including but not limited to the Service.
3. As between the parties, the Customer and its employees, contractors, members, users, agents and representatives (collectively, "Customer Users") are solely responsible for determining whether and how to use Data accessed through the Service. The Customer acknowledges that Locality Media, through the Service, provides an interface for viewing Data compiled from the Customer and other sources over which Locality Media has no control and for which Locality Media assumes no responsibility. Locality Media makes no representations or warranties regarding any Location or structure (including but not limited to a Location's safety, construction, occupancy, materials, hazards, water supply, contents, location, surrounding structures, exposures, size, layout, compliance, condition or history)), residents, roadways, or any actual or expected outcome from use of the Data, nor does Locality Media make any representation or warranty regarding the accuracy or reliability of the Data received by Locality Media. Locality Media provides administrative and information technology services only and does not advise, recommend, or render an opinion with respect to any information communicated through the Service and shall not be responsible for the Customer's or any third party's use of any information obtained through the Service.

4. The Customer shall obtain and maintain, at its own expense, computers, operating systems, Internet browsers, tablets, phones, telecommunications equipment, third-party application services and other equipment and software ("Equipment") required for the Customer to access and use the Service (the Service being accessible to users through standard Internet browsers subject to third party network availability and signal strength). Locality Media shall not be responsible for any problem, error or malfunction relating to the Service resulting from Customer error, data entry errors or malfeasance by the Customer or any third party, or the performance or failure of Equipment or any telecommunications service, cellular or wifi network, Internet connection, Internet service provider, or any other third-party communications provider, or any other failure or problem not attributable to Locality Media ("Technical Problems").
5. This Agreement will be effective for an initial term of **12 months** (the "Initial Term") commencing on the Effective Date. After the Initial Term, this Agreement will automatically renew for successive terms of **12 months** each (a "Renewal Term"), subject to the right of either party to cancel renewal at any time upon at least 60 days' written notice. Locality Media reserves the right to increase Customer's renewal Service fees by no more than **5%** per annum, applied to the Service fees set forth in the previous term. A renewal estimate will be provided to the Customer no less than 90 days before term expiration. Either party also may terminate this Agreement immediately upon written notice if the other party: (i) becomes insolvent; (ii) becomes the subject of a petition in bankruptcy which is not withdrawn or dismissed within 60 days thereafter; (iii) makes an assignment for the benefit of creditors; or (iv) materially breaches its obligations under this Agreement and fails to cure such breach within 30 days after the non-breaching party provides written notice thereof.
6. Upon termination, the Customer shall cease use of the Service and all Credentials then in the Customer's possession or control. This Section 6 and Sections 8 through 11 and 15 through 25 hereof shall survive any termination or expiration of this Agreement.
7. The Customer agrees to pay the fees set forth in Exhibit A for use of those Service features described in Exhibit A (as available as of the Effective Date). Locality Media may charge separately for services offered from time to time that are not included in the scope of Exhibit A (such as new Service features, systems integration services and applications of the Service for new purposes), subject to the Customer's acceptance of the terms of use and fees associated with such services. The Customer shall be responsible for the payment of all taxes associated with provision and use of the Service (other than taxes on Locality Media's income). The Customer represents it has not received and agrees that it shall not collect any fee, payment or remuneration of any kind from any Data provider, other municipal agency or other third party in connection with the Customer's purchase or use of the Service under this Agreement.
8. Locality Media owns and shall retain all right, title, and interest in and to the Service, all components thereof, including without limitation all related applications, APIs, user interface designs, software and source code (which shall further include without limitation any and all source code furnished by Locality Media to the Customer in connection with the delivery or performance of any services hereunder) and any and all future enhancements or modifications thereto howsoever made and all intellectual property rights therein but not Data furnished by the Customer. Except as expressly provided in this Agreement or as otherwise authorized in advance in writing by Locality Media, the Customer and Customer Users shall not copy, distribute, license, reproduce, decompile, disassemble, reverse engineer, publish, modify, or create derivative works from, the Service; provided, however, that nothing herein shall restrict the Customer's use of the Data that the Customer has provided.
9. "Confidential Information" means any and all information disclosed by either party to the other which is marked "confidential" or "proprietary," including oral information that is designated confidential at the time of disclosure. Without limiting the foregoing, all information relating to the Service and associated software and the terms of this Agreement shall be deemed Locality Media's Confidential Information. Notwithstanding the foregoing, "Confidential Information" does not include any information that the receiving party can demonstrate (i) was known to it prior to its disclosure hereunder; (ii) is or becomes publicly known through no wrongful act of the receiving party; (iii) has been rightfully received from a third party authorized to make such disclosure without restriction; (iv) is independently developed by the receiving party, without the use of any Confidential Information of the other party; (v) has been approved for release by the disclosing party's prior written authorization; or (vi) is required to be

disclosed by court order or applicable law, provided that the party required to disclose the information provides prompt advance notice thereof to the other party (except to the extent such notice is prohibited by law).

10. Each party hereby agrees that it shall not use any Confidential Information belonging to the other party other than as expressly permitted under the terms of this Agreement or as expressly authorized in writing by the other party. Each party shall use the same degree of care to protect the other party's Confidential Information as it uses to protect its own confidential information of like nature, but in no circumstances with less than reasonable care. Neither party shall disclose the other party's Confidential Information to any person or entity other than its employees, agents or consultants who need access thereto in order to effect the intent of this Agreement and in each case who have been advised of the confidentiality provisions of this Agreement, have been instructed to abide by such confidentiality provisions, entered into written confidentiality agreements consistent with Sections 9-11 or otherwise are bound under substantially similar confidentiality restrictions.
11. Each party acknowledges and agrees that it has been advised that the use or disclosure of the other's Confidential Information inconsistent with this Agreement may cause special, unique, unusual, extraordinary, and irreparable harm to the other party, the extent of which may be difficult to ascertain. Accordingly, each party agrees that, in addition to any other remedies to which the nonbreaching party may be legally entitled, the nonbreaching party shall have the right to seek to obtain immediate injunctive relief, without the necessity of posting a bond, in the event of a breach of Section 9 or 10 by the other party, any of its employees, agents or consultants.
12. LOCALITY MEDIA REPRESENTS AND WARRANTS THAT IT SHALL USE COMMERCIALY REASONABLE EFFORTS TO PROVIDE THE SERVICE WITHOUT INTRODUCING ERRORS OR OTHERWISE CORRUPTING DATA AS SUBMITTED BY THE CUSTOMER. OTHER THAN THE FOREGOING, THE SERVICE, INCLUDING ALL DATA, IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, LOCALITY MEDIA MAKES NO WARRANTY THAT THE SERVICE WILL BE UNINTERRUPTED, ERROR FREE OR AVAILABLE AT ALL TIMES, NOR DOES LOCALITY MEDIA WARRANT THAT THE SERVICE WILL REMAIN COMPATIBLE WITH, OR OPERATE WITHOUT INTERRUPTION ON, ANY EQUIPMENT OF THE CUSTOMER OR CUSTOMER USERS.
13. EXCEPT AS SET FORTH ABOVE IN SECTION 12, LOCALITY MEDIA MAKES AND THE CUSTOMER RECEIVES NO WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY REGARDING OR RELATING TO THE SUBJECT MATTER HEREOF. LOCALITY MEDIA SPECIFICALLY DISCLAIMS, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT WITH RESPECT TO THE SUBJECT MATTER HEREOF, INCLUDING WITHOUT LIMITATION THE SERVICE.
14. The Customer represents and warrants that the Customer is authorized and has all rights necessary to enter into this Agreement, to provide the Data furnished by the Customer to Locality Media, and to use the Service and Data, and Customer will only use the Service and Data, as permitted under this Agreement and in accordance with the laws, regulations and any third-party agreements applicable to the Customer and Customer Users. Without limiting the generality of the foregoing, Customer shall not cause or permit any Data to be uploaded to the Service or used in connection with the Service in any manner that would violate any third-party intellectual property rights or license between Customer and any third party. Customer agrees not to use or permit the use of the Service and Data in connection with any public or private enterprise other than operation and performance of the Customer's functions and services. In addition, the Customer and the Customer Users shall not copy, distribute, license, reproduce, publish, modify or otherwise use any Personally Identifiable Information (PII) contained within the Data accessed through the Service for any purpose other than to lawfully carry out the services and duties of the Customer. The Customer shall remain responsible for the performance, acts and omissions of each Customer User as if such activities had been performed by the Customer.
15. Locality Media will indemnify, defend and hold harmless the Customer from and against any and all damages, liabilities, losses, costs and expenses (including, but not limited to, reasonable attorneys' fees) (collectively, "Losses") resulting from any third-party claim, suit, action, investigation or proceeding (each, an "Action") brought against the Customer based on the infringement by Locality Media of any third-party issued patent, copyright or registered trademark, except to the extent such Action is based on Data furnished from the Customer, the Customer's breach of any third party agreement, or any combination or integration of the Service with any Customer- or third-party property, method or system.

16. The Customer will indemnify, defend and hold Locality Media harmless from and against any and all Losses arising from or relating to: (i) any breach by the Customer of Section 8; or (ii) any Action by a Customer User or third party arising from or relating to the use of the Service or Data accessed through the Service, except to the extent such Losses are subject to Section 15 above or result from the gross negligence or willful misconduct of Locality Media.
17. Such indemnification under Sections 15 and 16 will be provided only on the conditions that: (a) the indemnifying party is given written notice reasonably promptly after the indemnified party receives notice of such Action; (b) the indemnifying party has sole control of the defense and all related settlement negotiations, provided any settlement that would impose any monetary or injunctive obligation upon the indemnified party shall be subject to such party's prior written approval; and (c) the indemnified party provides assistance, information and authority as reasonably required by the indemnifying party.
18. EXCEPT FOR ITS INDEMNIFICATION OBLIGATIONS IN SECTION 15, AND EXCEPT FOR CLAIMS OF GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR FRAUD, LOCALITY MEDIA SHALL NOT BE LIABLE TO THE CUSTOMER OR CUSTOMER USERS FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES ARISING FROM OR RELATING TO THIS AGREEMENT OR THE SERVICES OR DATA, EVEN IF THE CUSTOMER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR ITS INDEMNIFICATION OBLIGATIONS IN SECTION 15, AND EXCEPT FOR CLAIMS OF GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR FRAUD, LOCALITY MEDIA SHALL NOT BE LIABLE TO THE CUSTOMER OR CUSTOMER USERS FOR ANY DAMAGES IN CONNECTION WITH THIS AGREEMENT IN EXCESS OF THE GREATER OF (A) THE AMOUNT OF FEES PAID OR PAYABLE BY THE CUSTOMER TO LOCALITY MEDIA WITHIN THE 12 MONTH PERIOD IMMEDIATELY PRIOR TO THE EVENT GIVING RISE TO SUCH LIABILITY, OR (B) \$5,000.
19. All notices, requests, demands or consents under this Agreement must be in writing, and be delivered personally, by email or facsimile followed by written confirmation, or by internationally recognized courier service to the addresses of the parties set forth in this Agreement.
20. Except as otherwise provided below, neither party may assign this Agreement or any rights or obligations hereunder without the prior written consent of the other party. Locality Media may assign this Agreement or any rights or obligations hereunder to any Locality Media affiliate or in connection with the merger or acquisition of Locality Media or the sale of all or substantially all of its assets related to this Agreement, without such consent. This Agreement shall be binding upon and inure to the benefit of the parties, their respective successors and permitted assigns.
21. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.
22. Any modification, amendment or waiver to this Agreement shall not be effective unless in writing and signed by the party to be charged. No failure or delay by either party in exercising any right, power, or remedy hereunder shall operate as a waiver of such right, power, or remedy.
23. The parties are independent contractors with respect to each other, and neither shall be deemed an employee, agent, partner or legal representative of the other for any purpose or shall have any authority to create any obligation on behalf of the other. Neither party intends to grant any third-party beneficiary rights as a result of this Agreement.
24. Any delay in or failure of performance by either party under this Agreement will not be considered a breach and will be excused to the extent caused by any event beyond the reasonable control of such party including, but not limited to, acts of God, acts of civil or military authorities, strikes or other labor disputes, fires, interruptions in telecommunications or Internet or network provider services, power outages, and governmental restrictions.
25. This Agreement supersedes all prior agreements, understandings, representations, warranties, requests for proposal and negotiations, if any. Each provision of this Agreement is severable from each other provision for the purpose of determining the enforceability of any specific provision.

26. Agreement Billing Information

a. **Accounts Payable Contact**

Name: _____

Email: _____

Phone: _____

b. **Tax Exempt** _____ (Yes/No)

If Yes, please email a copy of the Exempt Certificate to accounting@firstdue.com.

c. **Purchase Order Required** _____ (Yes/No)

If Yes, return a copy of the Purchase Order with the signed agreement or email a copy to accounting@firstdue.com.

LOCALITY MEDIA, INC.

Belleville Fire Department

By: _____

By: _____

Name: Andreas Huber

Name: _____

Title: CEO

Title: _____

Date: _____

Date: _____



Locality Media, Inc. dba First Due
 107 Seventh St, Garden City
 New York, 11530, United States
 Phone: +1 (516) 874-2258
 Website: <https://www.firstdue.com/>

Exhibit A - Quote
 Prepared By: Joseph Robinson
 Valid Until: June 30, 2022
 Quote Number: 1545132000091552211

BILL TO:

JP Penet
 Belleville Fire Department
 1125 S Illinois St
 Belleville, IL 62220

Account: Belleville Fire Department
Subscription Start: June 1, 2022
Initial Term: 12 months
Annual Subscription: \$31,350.00

Product Details	Total
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Occupancy Management & Pre-Incident Planning

Manage Occupancies, Hydrants, Pre-Incident Mapping, GIS data, Fire Systems, Hazardous Material, and Contacts.

Hydrant Management

Manage Hydrants including data management, mapping, service inspections, hydrant flow test and reporting. Includes GIS feed with status and flow test.

Inspections

Field Inspections, Configurable Checklists, Violation Management, Virtual Inspections, Inspections Scheduler, and Integrated Pre-Incident Planning.

Invoicing

Invoice Management, Bulk Mailing, Billing Report and Customizable Fee Schedules.

Permitting

Permit Management, Customizable Permit Types, Plan Review and Permit Fees.

Incident Reporting – NFIRS

NFIRS Incident Documentation, State and Federal Compliance with automated submission.

Scheduling

Manage staff schedules with an interactive shift board, configurable call shifts module, messaging, time-off and shift trades.

Personnel Management

Store, Manage and Access Employee Records including demographic data, certifications and employment information.

Training Records

Assign Training, Record Completions, View Training Logs, and Manage Certifications.

Events & Activities

Create Events, View Global Activity Log, and Access Global Calendar.

Assets & Inventory

Assets, equipment and inventory management, assets and equipment checks, and work order management.

Responder

Web Responder dashboard and Responder iOS/Android App with notifications, statusing and routing.

Community Connect

Online portal for residents and businesses to input critical occupant and property data that can be made available to Emergency Response Agencies during an incident.

CAD Integration

Automated importing of CAD calls via XML, Database Connector or API.

Implementation and Configuration Services

Services related to configuring and customizing the First Due Platform as described in the Statement of Work.

One-Time Fees Subtotal	\$ 1,200.00
Subscription Fees Subtotal	\$ 31,350.00
Grand Total	\$ 32,550.00

Statement of Work

Please see attached Statement of Work detailing the Implementation, Training and Support for this Exhibit A – Quote.

Terms and Conditions

The above-listed Grand Total will be invoiced on or around the Subscription Start date. For subsequent annual periods, the Service fees are due and payable annually in advance.

Payment Terms: Net 30 days

For electronic ACH payment: JPMorgan Chase Bank | ABA Routing: 021000021 | Account #: 803527972



Locality Media, Inc. dba First Due
107 Seventh St, Garden City
New York, 11530, United States
Phone: +1 (516) 874-2258
Website: <https://www.firstdue.com/>

Statement of Work

For Quote Number: 154513200091552211

Statement of Work | Belleville Fire Department

Introduction

The purpose of this Statement of Work (SoW) document is to clearly define the Implementation, Training and Support.

1. Implementation:

First Due works very closely with you to ensure the application is ready for go-live. During the Implementation you will be assigned a Client Success Manager and Implementation Manager who will lead you through the process. Below is a description of each component of our implementation.

- a) **Discovery & Planning:** During a project kick-off meeting we will flesh out the key components of the configuration, customer stakeholders and project timelines. After this stage we will have a clear plan to when and how your agency will be live with First Due.
- b) **Configuration:** First Due is an out-of-the box system but can be configured for your Agency's needs. Our team will work with you to configure all the parts of the application necessary for go-live and beyond. These configuration sessions will generally occur weekly, and also act as administrator training.
- c) **Optimization:** Once the account is configured, we will arrange a small end-user testing group to begin to use the application out-in-the-field. This is an iterative process in which we listen to feedback and make adjustments to the product on the fly.
- d) **Training:** Once we have sign-off the product is ready for go-live we will build the necessary training plan together, which may include train-the-trainer sessions, end user training, custom training videos/content or even onsite sessions. The training section below provides more detail on included training.
- e) **Roll Out:** After training is complete, we are ready to roll-out the platform. We will work closely with you to ensure First Due is rolled out effectively across your agency.
- f) **Support:** Once we achieve sign-off that the system is live and stable, we will transition to support (as described in the support section below). However, you will continue to have a dedicated Client Success Manager moving forward.

2. Training:

Training is an integral part of any successful implementation. First Due is focused on providing your agency adequate training to ensure effective user adoption of the platform. As part of this Statement of Work, the customer will receive training throughout the implementation process as outlined below:

1. Webinar Administrator training during configuration sessions as needed
2. Webinar formal Train-the-Trainer Session(s) during the training phase as needed
3. Access to online training videos, documents, content and interactive knowledgebase

Customized onsite training may be purchased from First Due at a rate of \$1,800/day per First Due employee.

3. Integrations:

Any scoped integrations included in this document will be described below. Any additional integration scoped at a later date will be provided in a separate SoW at that time.

4. Data Migration:

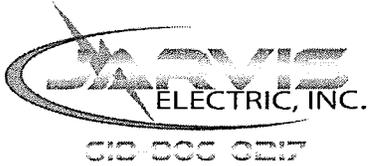
First Due understands the importance of data migration to our customers and has extensive experience working to migrate historical records into the platform. First Due will use best efforts to migrate applicable data from Customer's existing systems utilizing data migration best practices. This includes:

1. Data Migration Planning Session
2. Assistance/Guidance in extracting data from existing system/s
3. Mapping extracted data to First Due import workbooks
4. Importing of Data into First Due

5. Support:

First Due provides Support as part of the base subscription. This includes:

1. Email, Phone, Ticketing System Support Channels and Live Chat
2. Dedicated Client Success Manager
3. Access to knowledge base including online training videos and FAQs



1604 N. Illinois St
Swansea, IL 62226
(T) 618-806-0217
(F) 833-605-0204

Proposed scope of work for 2300 West Main Street, Belleville, IL 62226
DS-3B Ameren Account

Exterior

- Replace (29) existing 400 watt wall packs with (29) new 40 watt LED wall packs
- Replace (8) existing 400 watt canopies with (8) new 40 watt LED canopies

Interior

- Replace (10) existing 400 watt high bays with (10) new 180 watt LED high bays
- Replace (50) T8 U-lamp fluorescent tubes with (50) T8 U-lamp LED ballast compatible 4k tubes
- Replace (14) 2ft T8 fluorescent tubes with (14) 2ft T8 LED ballast compatible 4k tubes
- Replace (12) 8ft T8 fluorescent tubes with (12) 8ft T8 LED ballast compatible 4k tubes
- Replace (4,997) 4ft T8 fluorescent tubes with (4,997) 4ft T8 LED ballast compatible 4k tubes

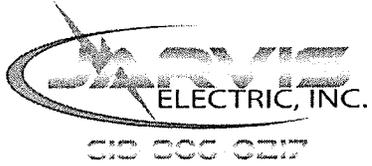
Total Project Cost: \$0

Signature

Date

Kara Jones
Jarvis Electric
618-589-2067





1604 N. Illinois St
Swansea, IL 62226
(T) 618-806-0217
(F) 833-605-0204

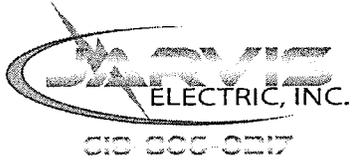
Jarvis Electric carries a 5-year material only warranty. Jarvis Electric will cover the cost of labor for one year after installation. After one year a fee for labor will be charged on all warranty related work.

Signature

Date

Respectfully,
Kara Jones
Jarvis Electric Inc.
618-589-2067





1604 N. Illinois St
Swansea, IL 62226
(T) 618-806-0217
(F) 833-605-0204

To the City of Belleville:

Thank you again for choosing Jarvis Electric to complete your Lighting Upgrade at 2300 West Main St, Belleville, IL through the Ameren Illinois Energy Efficiency Program.

Jarvis Electric and the City of Belleville have agreed that the total cost of this project totals at \$0.00. Jarvis Electric and the City of Belleville have also agreed upon a \$25.00 per unit ballast replacement cost if any lighting ballasts need to be replaced during the installation process.

The City of Belleville will not incur any additional costs from Jarvis Electric for the lighting upgrade.

Sincerely,

Jarvis Electric





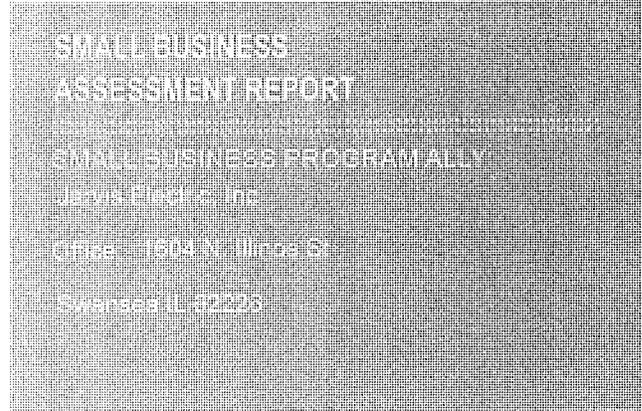
Energy Efficiency PROGRAM

ASSESSMENT REPORT NUMBER: 221875

City of Belleville

CUSTOMER CONTACT:
Dean Hardt

Belleville IL 62220



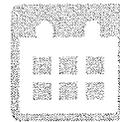
APPLICATION DATE: 5/4/2022

Email: dhardt@belleville.net

Phone: 618.355.8614

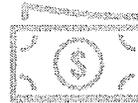
PROJECT SUMMARY:

Total Project Cost:	\$7,843.22
Project Incentive Amount:	\$7,843.22
<hr/>	
Customer's Total Cost:	\$0.00



**Potential Payback
In Months:**

0.0



**Estimated Annual
Electric Dollars Saved:**

\$3,857.07

THE COST OF WAITING:

Daily Cost of Waiting: **\$10.57**

Monthly Cost of Waiting: **\$321.42**

The Ameren Illinois Energy Efficiency Program is designed to assist customers in making energy efficiency investments that will pay for themselves in the shortest amount of time. Waiting for a project to be completed can result in a significant loss of potential savings. The cost of waiting is the amount of money that is lost by not acting immediately.

Potential payback numbers and return on investment are calculated based on project site data and average energy data of Small Businesses in the Ameren Illinois service territory. The actual savings and payback rate you experience may vary.



CUSTOMER SITE DETAILS:

City Of Belleville (soccer/tennis)

Belleville

Phone: 618.355.8614

Email: dhardt@belleville.net



PROPOSED MEASURES

MEASURE DESCRIPTION	LOCATION	QTY	TOTAL INCENTIVE	TOTAL COPAY
LED Exterior fixture or retrofit replacing HID	Parking lot Pole Mount Heads	11	\$6,776.00	\$0.00
LED Exterior fixture or retrofit replacing HID	30w stem	6	\$1,067.22	\$0.00

*Ameren Illinois incentives are not guaranteed until the customer signed assessment report is reviewed and approved.

Line Item Copay Total	\$0.00
	\$0.00
TOTAL	\$7,843.22
	\$0.00

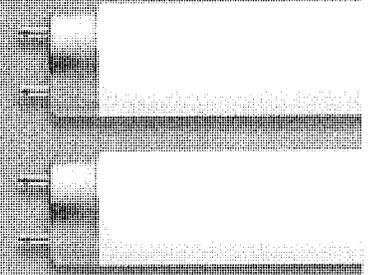




ENERGY EFFICIENCY
PROGRAM

The Lowdown on LEDs

ENERGY STAR®-qualified LED lighting uses at least 80 percent less energy than incandescent lighting, which cuts operating costs. And because it lasts 35 to 50 times longer than incandescent lighting — and up to five times longer than fluorescent lighting — you'll save on maintenance costs, too.



WHAT HAPPENS NEXT?

- » The Small Business Program Ally will contact you to schedule the installation
- » Installation will be completed
- » Customer sign-off is needed on completed work order
- » Agreed upon customer copay is due to the Small Business Program Ally
- » A Program Energy Advisor may inspect your project to ensure Program protocols are followed
- » The inspection may be conducted in-person, or virtually
- » You may receive a customer satisfaction follow-up call after your project is completed

MORE WAYS TO SAVE

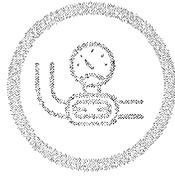
No matter what industry you serve, you can take advantage of equipment-specific incentives through the Ameren Illinois Energy Efficiency Program such as:



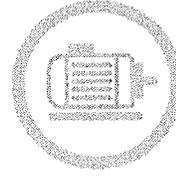
Custom
Incentives



HVAC &
Water Heaters



Compressed Air Leak
Survey & Repair



Motor Efficiency
Upgrades



ENERGY EFFICIENCY
PROGRAM





Energy Efficiency PROGRAM

AGREEMENT FOR SITE ACCESS, SITE AUDIT AND MEASURE INSTALLATION

INTRODUCTION

This ("Agreement") per the date on the signature page is entered into by and between ("Small Business Ally") and ("Customer"). Customer is the owner or is in possession of certain real property situated in Illinois (the "Facility"), at the address listed on the cover page of this report.

Customer desires to grant Small Business Ally access to Facility for the purposes of certain work related to the installation and inspection of measures for Customer (the "Project"), subject in all respects to the terms and conditions of this Agreement.

The Customer agrees to grant Small Business Ally access to that Facility for the purposes of this Project, which includes installation of measures, which are anticipated to help Customer save electric and/or natural gas energy, and money, as well as possible pre- and/or post-installation inspections.

The Small Business Ally is receiving funds from Ameren Illinois for this Small Business project. This is an Ameren Illinois Energy Efficiency Offering agreement for use by eligible customers. Leidos, Inc. (the "Prime Implementer") is the implementer of this Offering as a subcontractor to Ameren Illinois who administers the Ameren Illinois Energy Efficiency funds.

THE FOLLOWING TERMS WILL GOVERN THIS PROJECT:

SMALL BUSINESS PROGRAM ALLY AGREES AS FOLLOWS:

- Customer Convenience:** The Small Business Program Ally will coordinate visits to the Facility with the Customer, so as to minimize any disruptions or inconvenience to the Customer.
- Auditing and Installation:** Small Business Ally will install Energy Efficiency Measures (Measures) approved by the Customer as set in this document. Energy Advisors will conduct inspections as required by the Offering.
- Compliance with Laws:** Small Business Ally agrees to, and will cause its contractors, subcontractors (of any tier), agents, representatives, consultants, employees and servants (collectively, the "Small Business Ally Parties"), to comply with all federal, state, and local laws, ordinances, statutes, regulations, judicial decisions, orders, injunctions, writs, rulings, interpretations, rules, permits or certificates of any court, arbitrator or other governmental authority, including but not limited to, the requirements of the U.S. Environmental Protection Agency and the Occupational Safety and Health Administration which apply to its actions at the Facility or to the Project.
- Compliance with Ameren Illinois Energy Efficiency Programs:** Small Business Ally shall purchase and install Measures that have not received incentives from another Ameren Illinois Energy Efficiency Program, Offering, or Initiatives.
- Permission:** Customer shall permit Small Business Ally, and it's Small Business Ally Parties, to install Customer-approved Measures, and Customer shall provide payment to Small Business Ally for Measures that require co-payment, as set forth in this document.
- Inspections:** Customer shall permit Offering staff reasonable access to and egress from the Facility during normal business hours to carry out required Offering inspections. The Inspection shall not interfere with Customer's use of the Facility.
- Payment:** Customer shall pay amounts set forth in this document for Measures that require customer co-payment to the Small Business Ally. Customer is not required to purchase any other goods or services from Small Business Ally as a condition to receive assessments or eligible Measures. Additional charges: Taxes due via an IRS 1099 form are the responsibility of the customer.





Energy Efficiency PROGRAM

AGREEMENT FOR SITE ACCESS, SITE AUDIT AND MEASURE INSTALLATION

SMALL BUSINESS PROGRAM ALLY AGREES AS FOLLOWS *(continued)*:

8. **Marketing:** Customer will not use the corporate name, logo, identity, any affiliation, or any related logo of Ameren Illinois and/or Ameren Illinois Energy Efficiency program and/or Offering Implementer (collectively the "Energy Efficiency Sponsors"), for any marketing, advertising or solicitation without prior written consent of any of the affected Energy Efficiency Sponsors. Such written consent may be withheld in Ameren Illinois' sole discretion. When referencing any of the Energy Efficiency Sponsors' involvement with any project, Customer shall collaborate with relevant Energy Efficiency Sponsor to prepare any written communications and to plan for any news conference. Customer further agrees to provide the Energy Efficiency Sponsors for its written approval prior to publication, a written copy of any advertisements or promotional material regarding this program prior to publishing any such advertisements or promotional material.
9. **Disclaimers, Representations, and Warranties:** The Energy Efficiency Sponsors do not endorse any Small Business Ally, manufacturer, product, system, or design by offering assessments, Measures or incentives through this Offering. The Energy Efficiency Sponsors are not responsible for any tax liability imposed on Customer as a result of the payment of incentives. Energy Efficiency Sponsors make no representation or warranty, and assumes no liability with respect to the quality, safety, performance, or other aspect of any design, consulting, product, system, equipment, or appliance installed or received and expressly disclaims any such representations, warranties, and liability, including, but not limited to, any implied warranties of merchant ability or fitness for a particular purpose. The Energy Efficiency Sponsors do not guarantee that installation and operation of incentivized Measures will result in reduced energy usage or in cost savings. The Energy Efficiency Sponsors are not responsible for the proper disposal/recycling of any waste generated as a result of this project, including the implementation of installation of Measures. The Energy Efficiency Sponsors are not liable for any damages, including any incidental or consequential damages, arising out of the operation or malfunction of the products, equipment, or appliances, or the installation thereof related to the project or the Measures that are implemented.
10. **Monitoring, Verification, Record Keeping, and Right to Inspect:** Ameren Illinois and independent third party/parties evaluate program efficacy by monitoring energy use/production prior to and after installation of your energy efficiency measures. Ameren Illinois, and its designated representatives shall have the right to monitor energy use/production prior to and after installation of the Measures or to perform an inspection of project records or the Measures implemented as part of the project itself to evaluate efficacy of the Measures for a period of two (2) years from the date of incentive payment.
11. **Energy Use Data:** Customer agrees to allow Ameren Illinois approval to review two (2) years of Customer's electric and/or gas energy usage data prior to Measure installation and two (2) years of Customer's electric and/or gas energy usage information after Measure installation.
12. **Indemnification:** Customer agrees to protect, indemnify, defend and hold harmless Ameren Illinois, the Prime Implementer (Leidos, Inc.), and their respective affiliates, subsidiaries, parent companies, officers, directors, agents, subcontractors, and employees (collectively the "Indemnities"), against all losses, damages, expenses, fees, costs and liability arising from any program, design, consulting, Measures, product, system, equipment, or appliance. Customer agrees that such obligations under this section shall survive any expiration or termination of this Agreement and shall not be limited to any remunerations herein of required insurance coverage. To the maximum extent permitted by law, the Customer agrees to limit Indemnities' liability to the Customer for any reason to the total amount of payments identified in this Agreement. This limitation shall apply regardless of the cause of action or legal theory pled or asserted. Customer hereby expressly waives the right to specifically enforce this Agreement.
13. **Misrepresentation:** Making false statements on any Ameren Illinois incentive Agreement is punishable by law. Any person who knowingly files an Agreement containing any materially false information or who purposely and misleadingly conceals information commits a fraudulent act that subjects such person to criminal and civil penalties. Any and all funds determined, in Ameren Illinois' sole discretion, to have been acquired on the basis of fraudulent or misrepresented information by Customer must be fully returned by Customer to Ameren Illinois. Should the Customer or its representative apply for and receive any duplicate payment as part of the Ameren Illinois Small Business Offering, Ameren Illinois reserves the right to recover payments made in excess of the amount Customer is entitled to receive as an incentive. This section shall not limit other remedies that may be available to Ameren Illinois as a result of any submission of false or fraudulent information as part of any such agreements.



Energy Efficiency
PROGRAM

AGREEMENT FOR SITE ACCESS, SITE AUDIT AND MEASURE INSTALLATION

SMALL BUSINESS PROGRAM ALLY AGREES AS FOLLOWS (continued):

14. Miscellaneous:

- (a). **Governing Law:** This Agreement shall be binding upon and inure to the benefit of any successors, transferees, heirs and assigns of the Parties. Nothing in this Agreement shall be construed to create any duty to, any standard of care with reference to, or any liability to any third party. This Agreement shall be governed, construed and enforced in accordance with the internal laws of the State of Illinois, without regard to any law of conflicts that may direct the application of the laws of another jurisdiction. Customer irrevocably submits to the original jurisdiction of the state and federal courts sitting in Springfield, Illinois with regard to any controversy in any way relating to the execution, delivery or performance of this Agreement that is not resolved by Arbitration. Suits, claims or actions founded upon such controversies shall be brought or filed exclusively in such courts and nowhere else.
- (b). **Compliance with Applicable Laws:** Customer shall at all times comply with and observe all federal and Illinois state laws and published circulars, local laws, ordinances, rules and regulations that are in effect during the period of this Agreement, and which, in any manner, affect the performance of this Agreement. All references to statutes or regulations contained in this Customer Agreement shall be construed to include successors thereto.
- (c). **Assignment:** Ameren Illinois may assign, transfer or convey this Agreement or any of Ameren Illinois' rights, obligations, interests or responsibilities hereunder, in whole or in part, without the consent of the Customer.
- (d). **Severability:** If any provision of this Agreement is illegal, invalid, or unenforceable under present or future laws effective during the term of this Agreement, that provision shall be fully severable and this Agreement shall be construed and enforced as if the illegal, invalid, or unenforceable provision had never comprised a part of this Agreement. The remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance. Furthermore, in lieu of such illegal, invalid, or unenforceable provision, this Agreement shall be reformed to include as a part of this Agreement a provision as similar in terms to the illegal, invalid, or unenforceable provision as may be possible and still be legal, valid, or enforceable.
- (e). **Risk of Loss:** Ameren Illinois at no time assumes risk of loss for any personal property of the Customer.
- (f). **Waiver:** Failure or delay on the part of either party to exercise any right, power, privilege or remedy hereunder shall not constitute a waiver thereof. A waiver of any default shall not operate as a waiver of any other default or of the same type of default on a future occasion.

- 15. **Incidental and Consequential Damages:** Ameren Illinois and Prime Implementer (Leidos, Inc.) shall not be liable to Customer for any incidental, special or consequential damages.
- 16. **Entire Agreement:** This Agreement constitutes the entire agreement and understanding between the Small Business Ally and Customer as to the subject matter of the Agreement.
- 17. **If Tenant:** If the Facility is under lease, the Customer's tenant who controls the Facility, by executing this agreement, assumes the rights and obligations of the Customer hereunder.
- 18. **Tax Impacts:** At the time of the Assessment, an applicable Federal Employer Identification Number (FEIN) or your Social Security Number (SSN) is required to meet Internal Revenue Service (IRS) reporting requirements. The financial incentives which are paid to the installation contractor to defray the cost of your project are considered income and may require a 1099 Form to be issued at the end of the calendar year. If required, the 1099 Form will be issued by Leidos, Inc. who serves as the Offering Implementer for the Ameren Illinois Small Business Offering. Please consult your tax advisor if you have additional questions on this issue.





Energy Efficiency
PROGRAM



AGREEMENT FOR SITE ACCESS, MEASURE INSTALLATION, AND INSPECTIONS

SMALL BUSINESS PROGRAM ALLY AGREES AS FOLLOWS *(continued)*:

19. **Release:** Customer releases Ameren Illinois, its employees, officers and agents from any liability claim cost or expense related in any way to this Agreement or any of the Measures related thereto, whether in contract, tort or otherwise. This global release shall be in addition to the releases afforded to Ameren Illinois in Section 9, as well as the Indemnification in favor of Ameren Illinois pursuant to Section 12.

By signing below I Agree to the following:

I have reviewed this Small Business Assessment Report and agree to its terms.

Small Business Program Ally Signature

Date

Customer Signature

Date





GUARANTEE OF WORK TO BE PERFORMED

Small Business Program Ally pledges to its customers that all material, workmanship, and/or building improvements provided for will be free of defects, will be of a specified quality, and will perform properly for a period of one year from the day of commencement of use, substantial completion of the project, or a date of notice of completion of the project, whichever is the first to occur.

Small Business Program Ally will assign and deliver to owner all guarantees, warranties, and quality instructions of all subcontractors, equipment manufacturers, and material suppliers that are applicable to the project.

Within 10 days of the first knowledge of any defect, or failure to operate properly, Small Business Program Ally is to be notified, in writing, of same by Customer or his/her agents, shall be given first opportunity to promptly repair, replace, and/or correct item found to be defective, or that fails to function properly, at no cost to the owner, within a reasonable period of time. This warranty does not apply to any construction work that has been subjected to an accident, misuse and abuse, nor to any construction work that has been modified, altered, defaced, and/or had repairs made/attempted by others.

What is not covered in this warranty. Under no circumstances shall Small Business Program Ally be liable by virtue of this warranty or otherwise for damage to any person or property whatsoever for any special, indirect, secondary or consequential damage of any nature however arising out of the use or inability to use because of the construction defect. Small Business Program Ally is not liable for repair conditions caused by chemical or sedimentary build up, misuse or abuse, failure to clean or maintain as specified by the equipment manufacturer, missing parts, structural changes, fire, freezing, electrical failure or surge, water damage, lightning, mud, earthquake, soil movement, soil sediment, storms, accidents, pest damage, or acts of God. Small Business Program Ally will not perform normal or routine maintenance, and they will not pay for failures that result from the Customer's failure to perform normal or routine maintenance. Small Business Program Ally will not repair or replace any covered systems or appliances if they are inoperable as a result of preexisting conditions.

Small Business Program Ally is not responsible for upgrade or additional costs or expenses that may be required to meet current building or zoning code requirements to correct.

Small Business Program Ally Signature *Date*

- Check if subcontractor will be used for the installation
- Installed by Illinois Commerce Commission registered Small Business Program Ally

Customer Signature *Date*





**Energy Efficiency
PROGRAM**



NOTICE REGARDING IRS REPORTING

As part of the Assessment process for the Small Business Offering, we are required to collect the customer's tax identification number to comply with IRS reporting requirements. If your tax status is neither exempt nor a corporation, it's possible that you will receive a 1099 form to reflect the incentive income. A 1099 will only be sent if the incentives associated with your cumulative projects throughout the calendar year total \$600 or more per Ameren Illinois account number. The 1099 Form will be issued by Leidos, Inc., who serves as the implementation contractor of the Small Business Offering.

CUSTOMER INFORMATION:

City of Belleville

CONTACT: Dean Hardt

Belleville IL 62220

Phone: 6183558614

Email: dhardt@belleville.net

Tax ID:

Tax Status:

Estimated Incentive: \$7,843.22

By signing below, I, the customer, acknowledge that I have received this notification and that I am aware that I may be receiving a 1099 Form from Leidos, Inc. I also acknowledge that I am responsible for the customer co-pay and any additional fees associated with this project. I further understand that the incentive amount noted above is an estimate (for this project) and may change during the course of my project.

Customer Signature

Date

Customer Name (Print)



ENERGY EFFICIENCY
PROGRAM





Energy Efficiency PROGRAM

SAVE AT HOME



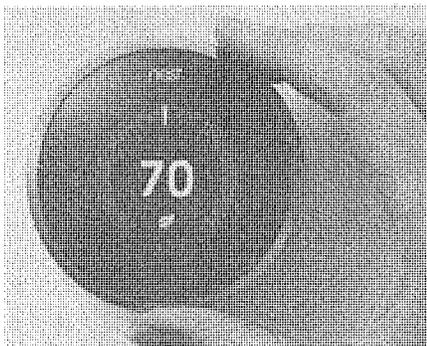
ENERGY-SAVING TIPS

During these difficult times, and as you continue to move forward and look to recover from the effects of COVID-19, it's important now more than ever to save energy and money. We encourage you to visit AmerenIllinoisSavings.com/COVID-19 for COVID-19 related resources and information.

There are also tips and resources available to help you save at home. Here are a few tips that can help you lower your energy bill:

- ⚡ Replace your AC filter
- 🌬️ Switch your ceiling fan direction
- 🌡️ Adjust your thermostat
- ☀️ Add natural lighting

For additional energy-saving tips for every season and every room in your home, please visit AmerenIllinoisSavings.com/tips.



SMART THERMOSTATS

Get \$100 back when you purchase and install a smart thermostat.

A smart thermostat can help you and your employees save up to \$100 per year in energy costs at home. These devices can learn your schedule automatically and allow you to adjust your thermostat from anywhere using a mobile device. And now, you can receive an INSTANT \$100 rebate from Ameren Illinois when you purchase and install select ENERGY STAR® certified smart thermostats.

* Visit AmerenIllinoisSavings.com/Smart to learn more about the rebate.



THE AMEREN ILLINOIS EFFICIENT CHOICE TOOL CAN HELP YOU SAVE ENERGY AND MONEY

Ameren Illinois is committed to helping customers find ways to improve comfort, manage usage, and reduce costs. The Ameren Illinois Efficient Choice Tool is a free tool that can assist you in your purchase of energy-efficient products and appliances. Get help with purchasing decisions to find the right product for you.

It's easy to find energy-efficient products:

- 🔍 Search by type, brand, and model
- ⚖️ Shop and compare with other energy-efficient products
- 🌱 Start saving!

Ready to start shopping — and saving? Visit AmerenIllinoisSavings.com/EfficientChoice.

For general questions or information, call 1.866.838.6918 or email IllinoisResidentialEE@ameren.com.



**Energy Efficiency
PROGRAM**

NOTICE OF RIGHT TO CANCEL

NOTICE OF CANCELLATION

You may cancel this transaction, without any penalty or obligation, within three business days from the Agreement date.

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within 10 days following receipt by the Small Business Program Ally of your cancellation notice, and any security interest arising out of the transaction will be canceled.

If you cancel, you must make yourself available to the Small Business Program Ally at the Facility, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the Small Business Program Ally regarding the return shipment of the goods at the Small Business Program Ally's expense and risk.

If you do make the goods available to the Small Business Program Ally and the Small Business Program Ally does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation.

If you fail to make the goods available to the Small Business Program Ally, or if you agree to return the goods to the Small Business Program Ally and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of the cancellation notice, or any other written notice to:

Jarvis Electric, Inc

Authorized Small Business Program Ally

at: **1604 N. Illinois St Swansea IL 62226**

Address of Small Business Program Ally's Place of Business

not later than midnight of: _____
Date

I hereby cancel this transaction as of: _____
Date

**Only Sign Here If You Want to Cancel Your Transaction
and Do Not Want to Move Forward with the Project**

Customer Signature





Energy Efficiency PROGRAM

ASSESSMENT REPORT NUMBER: 221881

City of Belleville

CUSTOMER CONTACT:

Dean Hardt

2300 West Main Street

Belleville IL 62220

SMALL BUSINESS ASSESSMENT REPORT

SMALL BUSINESS PROGRAM ALLY

James Electric, Inc.

Office: 1804 N. Illinois St.

Swansea IL 62226

APPLICATION DATE: 4/25/2022

Email: dhardt@belleville.net

Phone: 618.355.8614

PROJECT SUMMARY:

Total Project Cost:

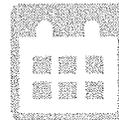
\$26,161.55

Project Incentive Amount:

\$26,161.55

Customer's Total Cost:

\$0.00



Potential Payback In Months:

0.0



Estimated Annual Electric Dollars Saved:

\$9,915.78

THE COST OF WAITING:

Daily Cost of Waiting

\$27.17

Monthly Cost of Waiting

\$826.32

This Ameren Illinois Energy Efficiency Program was designed to help you avoid the cost of waiting for an energy-saving solution by providing incentives to help you act sooner. Ask your contractor about the cost of waiting, the project payback, customer cost, scheduling — this chart helps you know more about this.

Potential payback numbers and return on investment are calculated based on project site data and average energy data of Small Businesses in the Ameren Illinois service territory. The actual savings and payback rate you experience may vary.



CUSTOMER SITE DETAILS:

City Of Belleville - Arena

2300 West Main Street

Belleville

Phone: 618.355.8614

Email: dhardt@belleville.net



PROPOSED MEASURES

MEASURE DESCRIPTION	LOCATION	QTY	TOTAL INCENTIVE	TOTAL COPAY
LED Exterior fixture or retrofit replacing HID	40w wall packs (4 piped in, 3 on wall)	7	\$2,031.05	\$0.00
LED Exterior fixture or retrofit replacing HID	40w Canopy	2	\$580.30	\$0.00
LED Exterior fixture or retrofit replacing HID	70w yokes	3	\$807.45	\$0.00
Linear T8 LED tube 4'	Stairs, Locker, Halls, Closet, Office, Lobby 4ft	344	\$3,096.00	\$0.00
Linear T8 LED tube 4'	Shower 4ft ballast compatible tubes 4K (3	30	\$270.00	\$0.00
Linear T8 LED tube 4'	Offices, Stairwells, RR, Lobby 4ft ballast	288	\$2,592.00	\$0.00
Linear T8 LED tube 4'	Hallway u lamp 4k	2	\$18.00	\$0.00
LED Highbay or Lowbay Fixture Replacing HID	Gym UFO 1900 lids with hook (19ft Lift)	37	\$9,259.25	\$0.00
LED Highbay or Lowbay Fixture Replacing HID	Gym UFO 1900 box with lock nuts 3/4 pipe (19ft	30	\$7,507.50	\$0.00

*Ameren Illinois incentives are not guaranteed until the customer signed assessment report is reviewed and approved.

	Line Item Copay Total	\$0.00
		\$0.00
TOTAL	\$26,161.55	\$0.00

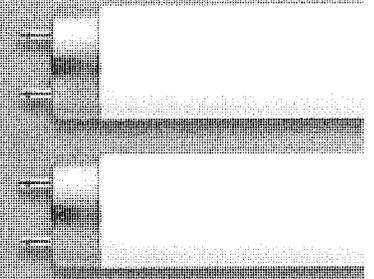




ENERGY EFFICIENCY
PROGRAM

The Lowdown on LEDs

ENERGY STAR®-qualified LED lighting uses at least 80 percent less energy than incandescent lighting, which cuts operating costs. And because it lasts 35 to 50 times longer than incandescent lighting — and up to five times longer than fluorescent lighting — you'll save on maintenance costs too!

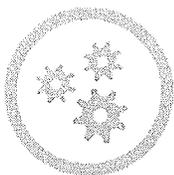


WHAT HAPPENS NEXT?

- » The Small Business Program Ally will contact you to schedule the installation
- » Installation will be completed
- » Customer sign-off is needed on completed work order
- » Agreed upon customer copay is due to the Small Business Program Ally
- » A Program Energy Advisor may inspect your project to ensure Program protocols are followed
- » The inspection may be conducted in-person, or virtually
- » You may receive a customer satisfaction follow-up call after your project is completed

MORE WAYS TO SAVE

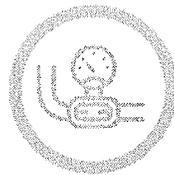
No matter what industry you serve, you can take advantage of equipment-specific incentives through the Ameren Illinois Energy Efficiency Program such as:



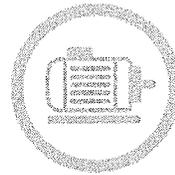
Custom
Incentives



HVAC &
Water Heaters



Compressed Air Leak
Survey & Repair



Motor Efficiency
Upgrades



ENERGY EFFICIENCY
PROGRAM





AGREEMENT FOR SITE ACCESS, SITE AUDIT AND MEASURE INSTALLATION

INTRODUCTION

This ("Agreement") per the date on the signature page is entered into by and between ("Small Business Ally") and ("Customer"). Customer is the owner or is in possession of certain real property situated in Illinois (the "Facility"), at the address listed on the cover page of this report.

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THE FOLLOWING TERMS WILL GOVERN THIS PROJECT:

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3. **Compliance with Laws:** Small Business Ally agrees to, and will cause its contractors, subcontractors (of any tier), agents, representatives, consultants, employees and servants (collectively, the "Small Business Ally Parties"), to comply with all federal, state, and local laws, ordinances, statutes, regulations, judicial decisions, orders, injunctions, writs, rulings, interpretations, rules, permits or certificates of any court, arbitrator or other governmental authority, including but not limited to, the requirements of the U.S. Environmental Protection Agency and the Occupational Safety and Health Administration which apply to its actions at the Facility or to the Project.
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AGREEMENT FOR SITE ACCESS, SITE AUDIT AND MEASURE INSTALLATION

SMALL BUSINESS PROGRAM ALLY AGREES AS FOLLOWS *(continued)*:

8. **Marketing:** Customer will not use the corporate name, logo, identity, any affiliation, or any related logo of Ameren Illinois and/or Ameren Illinois Energy Efficiency program and/or Offering Implementer (collectively the "Energy Efficiency Sponsors"), for any marketing, advertising or solicitation without prior written consent of any of the affected Energy Efficiency Sponsors. Such written consent may be withheld in Ameren Illinois' sole discretion. When referencing any of the Energy Efficiency Sponsors' involvement with any project, Customer shall collaborate with relevant Energy Efficiency Sponsor to prepare any written communications and to plan for any news conference. Customer further agrees to provide the Energy Efficiency Sponsors for its written approval prior to publication, a written copy of any advertisements or promotional material regarding this program prior to publishing any such advertisements or promotional material.
9. **Disclaimers, Representations, and Warranties:** The Energy Efficiency Sponsors do not endorse any Small Business Ally, manufacturer, product, system, or design by offering assessments, Measures or incentives through this Offering. The Energy Efficiency Sponsors are not responsible for any tax liability imposed on Customer as a result of the payment of incentives. Energy Efficiency Sponsors make no representation or warranty, and assumes no liability with respect to the quality, safety, performance, or other aspect of any design, consulting, product, system, equipment, or appliance installed or received and expressly disclaims any such representations, warranties, and liability, including, but not limited to, any implied warranties of merchant ability or fitness for a particular purpose. The Energy Efficiency Sponsors do not guarantee that installation and operation of incentivized Measures will result in reduced energy usage or in cost savings. The Energy Efficiency Sponsors are not responsible for the proper disposal/recycling of any waste generated as a result of this project, including the implementation of installation of Measures. The Energy Efficiency Sponsors are not liable for any damages, including any incidental or consequential damages, arising out of the operation or malfunction of the products, equipment, or appliances, or the installation thereof related to the project or the Measures that are implemented.
10. **Monitoring, Verification, Record Keeping, and Right to Inspect:** Ameren Illinois and independent third party/parties evaluate program efficacy by monitoring energy use/production prior to and after installation of your energy efficiency measures. Ameren Illinois, and its designated representatives shall have the right to monitor energy use/production prior to and after installation of the Measures or to perform an inspection of project records or the Measures implemented as part of the project itself to evaluate efficacy of the Measures for a period of two (2) years from the date of incentive payment.
11. **Energy Use Data:** Customer agrees to allow Ameren Illinois approval to review two (2) years of Customer's electric and/or gas energy usage data prior to Measure installation and two (2) years of Customer's electric and/or gas energy usage information after Measure installation.
12. **Indemnification:** Customer agrees to protect, indemnify, defend and hold harmless Ameren Illinois, the Prime Implementer (Leidos, Inc.), and their respective affiliates, subsidiaries, parent companies, officers, directors, agents, subcontractors, and employees (collectively the "Indemnities"), against all losses, damages, expenses, fees, costs and liability arising from any program, design, consulting, Measures, product, system, equipment, or appliance. Customer agrees that such obligations under this section shall survive any expiration or termination of this Agreement and shall not be limited to any remunerations herein of required insurance coverage. To the maximum extent permitted by law, the Customer agrees to limit Indemnities' liability to the Customer for any reason to the total amount of payments identified in this Agreement. This limitation shall apply regardless of the cause of action or legal theory pled or asserted. Customer hereby expressly waives the right to specifically enforce this Agreement.
13. **Misrepresentation:** Making false statements on any Ameren Illinois incentive Agreement is punishable by law. Any person who knowingly files an Agreement containing any materially false information or who purposely and misleadingly conceals information commits a fraudulent act that subjects such person to criminal and civil penalties. Any and all funds determined, in Ameren Illinois' sole discretion, to have been acquired on the basis of fraudulent or misrepresented information by Customer must be fully returned by Customer to Ameren Illinois. Should the Customer or its representative apply for and receive any duplicate payment as part of the Ameren Illinois Small Business Offering, Ameren Illinois reserves the right to recover payments made in excess of the amount Customer is entitled to receive as an incentive. This section shall not limit other remedies that may be available to Ameren Illinois as a result of any submission of false or fraudulent information as part of any such agreements.



AGREEMENT FOR SITE ACCESS, SITE AUDIT AND MEASURE INSTALLATION

SMALL BUSINESS PROGRAM ALLY AGREES AS FOLLOWS *(continued)*:

14. Miscellaneous:

- (a). **Governing Law:** This Agreement shall be binding upon and inure to the benefit of any successors, transferees, heirs and assigns of the Parties. Nothing in this Agreement shall be construed to create any duty to, any standard of care with reference to, or any liability to any third party. This Agreement shall be governed, construed and enforced in accordance with the internal laws of the State of Illinois, without regard to any law of conflicts that may direct the application of the laws of another jurisdiction. Customer irrevocably submits to the original jurisdiction of the state and federal courts sitting in Springfield, Illinois with regard to any controversy in any way relating to the execution, delivery or performance of this Agreement that is not resolved by Arbitration. Suits, claims or actions founded upon such controversies shall be brought or filed exclusively in such courts and nowhere else.
 - (b). **Compliance with Applicable Laws:** Customer shall at all times comply with and observe all federal and Illinois state laws and published circulars, local laws, ordinances, rules and regulations that are in effect during the period of this Agreement, and which, in any manner, affect the performance of this Agreement. All references to statutes or regulations contained in this Customer Agreement shall be construed to include successors thereto.
 - (c). **Assignment:** Ameren Illinois may assign, transfer or convey this Agreement or any of Ameren Illinois' rights, obligations, interests or responsibilities hereunder, in whole or in part, without the consent of the Customer.
 - (d). **Severability:** If any provision of this Agreement is illegal, invalid, or unenforceable under present or future laws effective during the term of this Agreement, that provision shall be fully severable and this Agreement shall be construed and enforced as if the illegal, invalid, or unenforceable provision had never comprised a part of this Agreement. The remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance. Furthermore, in lieu of such illegal, invalid, or unenforceable provision, this Agreement shall be reformed to include as a part of this Agreement a provision as similar in terms to the illegal, invalid, or unenforceable provision as may be possible and still be legal, valid, or enforceable.
 - (e). **Risk of Loss:** Ameren Illinois at no time assumes risk of loss for any personal property of the Customer.
 - (f). **Waiver:** Failure or delay on the part of either party to exercise any right, power, privilege or remedy hereunder shall not constitute a waiver thereof. A waiver of any default shall not operate as a waiver of any other default or of the same type of default on a future occasion.
15. **Incidental and Consequential Damages:** Ameren Illinois and Prime Implementer (Leidos, Inc.) shall not be liable to Customer for any incidental, special or consequential damages.
16. **Entire Agreement:** This Agreement constitutes the entire agreement and understanding between the Small Business Ally and Customer as to the subject matter of the Agreement.
17. **If Tenant:** If the Facility is under lease, the Customer's tenant who controls the Facility, by executing this agreement, assumes the rights and obligations of the Customer hereunder.
18. **Tax Impacts:** At the time of the Assessment, an applicable Federal Employer Identification Number (FEIN) or your Social Security Number (SSN) is required to meet Internal Revenue Service (IRS) reporting requirements. The financial incentives which are paid to the installation contractor to defray the cost of your project are considered income and may require a 1099 Form to be issued at the end of the calendar year. If required, the 1099 Form will be issued by Leidos, Inc. who serves as the Offering Implementer for the Ameren Illinois Small Business Offering. Please consult your tax advisor if you have additional questions on this issue.



AGREEMENT FOR SITE ACCESS, MEASURE INSTALLATION, AND INSPECTIONS

SMALL BUSINESS PROGRAM ALLY AGREES AS FOLLOWS *(continued)*:

19. **Release:** Customer releases Ameren Illinois, its employees, officers and agents from any liability claim cost or expense related in any way to this Agreement or any of the Measures related thereto, whether in contract, tort or otherwise. This global release shall be in addition to the releases afforded to Ameren Illinois in Section 9, as well as the Indemnification in favor of Ameren Illinois pursuant to Section 12.

By signing below I Agree to the following:

I have reviewed this Small Business Assessment Report and agree to its terms.

Small Business Program Ally Signature

Date

Customer Signature

Date





**Energy Efficiency
PROGRAM**



GUARANTEE OF WORK TO BE PERFORMED

Small Business Program Ally pledges to its customers that all material, workmanship, and/or building improvements provided for will be free of defects, will be of a specified quality, and will perform properly for a period of one year from the day of commencement of use, substantial completion of the project, or a date of notice of completion of the project, whichever is the first to occur.

Small Business Program Ally will assign and deliver to owner all guarantees, warranties, and quality instructions of all subcontractors, equipment manufacturers, and material suppliers that are applicable to the project.

Within 10 days of the first knowledge of any defect, or failure to operate properly, Small Business Program Ally is to be notified, in writing, of same by Customer or his/her agents, shall be given first opportunity to promptly repair, replace, and/or correct item found to be defective, or that fails to function properly, at no cost to the owner, within a reasonable period of time. This warranty does not apply to any construction work that has been subjected to an accident, misuse and abuse, nor to any construction work that has been modified, altered, defaced, and/or had repairs made/attempted by others.

What is not covered in this warranty. Under no circumstances shall Small Business Program Ally be liable by virtue of this warranty or otherwise for damage to any person or property whatsoever for any special, indirect, secondary or consequential damage of any nature however arising out of the use or inability to use because of the construction defect. Small Business Program Ally is not liable for repair conditions caused by chemical or sedimentary build up, misuse or abuse, failure to clean or maintain as specified by the equipment manufacturer, missing parts, structural changes, fire, freezing, electrical failure or surge, water damage, lightning, mud, earthquake, soil movement, soil sediment, storms, accidents, pest damage, or acts of God. Small Business Program Ally will not perform normal or routine maintenance, and they will not pay for failures that result from the Customer's failure to perform normal or routine maintenance. Small Business Program Ally will not repair or replace any covered systems or appliances if they are inoperable as a result of preexisting conditions.

Small Business Program Ally is not responsible for upgrade or additional costs or expenses that may be required to meet current building or zoning code requirements to correct.

Small Business Program Ally Signature

Date

- Check if subcontractor will be used for the installation
- Installed by Illinois Commerce Commission registered Small Business Program Ally

Customer Signature

Date





**Energy Efficiency
PROGRAM**

NOTICE REGARDING IRS REPORTING

As part of the Assessment process for the Small Business Offering, we are required to collect the customer's tax identification number to comply with IRS reporting requirements. If your tax status is neither exempt nor a corporation, it's possible that you will receive a 1099 form to reflect the incentive income. A 1099 will only be sent if the incentives associated with your cumulative projects throughout the calendar year total \$600 or more per Ameren Illinois account number. The 1099 Form will be issued by Leidos, Inc., who serves as the implementation contractor of the Small Business Offering.

CUSTOMER INFORMATION:

City of Belleville

CONTACT: Dean Hardt
2300 West Main Street
Belleville IL 62220

Phone: 6183558614
Email: dhardt@belleville.net
Tax ID:
Tax Status:

Estimated Incentive: \$26,161.55

By signing below, I, the customer, acknowledge that I have received this notification and that I am aware that I may be receiving a 1099 Form from Leidos, Inc. I also acknowledge that I am responsible for the customer co-pay and any additional fees associated with this project. I further understand that the incentive amount noted above is an estimate (for this project) and may change during the course of my project.

Customer Signature

Date

Customer Name (Print)





Energy Efficiency PROGRAM

SAVE AT HOME



ENERGY-SAVING TIPS

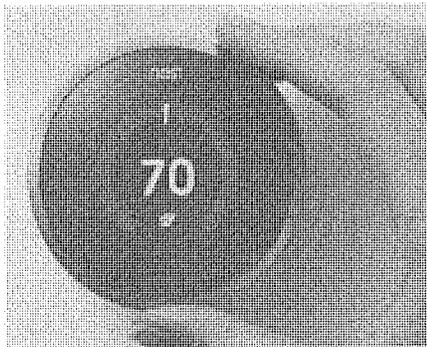
During these difficult times, and as we continue to move forward and look to recover from the effects of COVID-19, it's important now more than ever to save energy and money.

We encourage you to visit AmerenIllinoisSavings.com/COVID-19 for COVID-19 related resources and information.

There are also tips and resources available to help you save at home. Here are a few tips that can help you lower your energy bill.

- Realize your AC filter
- Switch your ceiling fan direction
- Adjust your thermostat
- Add natural lighting

For additional energy-saving tips for every season and every room in your home, please visit AmerenIllinoisSavings.com/Tips.



SMART THERMOSTATS

Get \$100 back when you purchase and install a smart thermostat.

A smart thermostat can help you and your employees save up to \$100 per year in energy costs at home. These devices can learn your schedule automatically and allow you to adjust your thermostat from anywhere using a mobile device. And now, you can receive an INSTANT \$100 rebate from Ameren Illinois when you purchase and install select ENERGY STAR® certified smart thermostats.

• Visit AmerenIllinoisSavings.com/Smart to learn more about the rebate.



THE AMEREN ILLINOIS EFFICIENT CHOICE TOOL CAN HELP YOU SAVE ENERGY AND MONEY

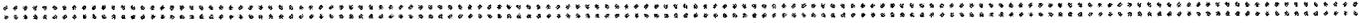
Ameren Illinois is proud to offer our new online tool called **Efficient Choice**, a smart device that can help you save energy and money. The Ameren Illinois Efficient Choice tool is a free online tool that helps you make smart choices about which products and services to buy when making purchasing decisions to meet your needs for your home.

It's easy to use, energy-efficient products.

- Search by your brand and model
- Easy to compare several products side-by-side
- Real-time energy and cost savings

Energy-efficient products are available at AmerenIllinoisSavings.com/efficientchoice.

For general questions or information, call **1.866.838.6918** or email IllinoisResidentialEE@ameren.com.



NOTICE OF RIGHT TO CANCEL

NOTICE OF CANCELLATION

You may cancel this transaction, without any penalty or obligation, within three business days from the Agreement date.

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within 10 days following receipt by the Small Business Program Ally of your cancellation notice, and any security interest arising out of the transaction will be canceled.

If you cancel, you must make yourself available to the Small Business Program Ally at the Facility, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the Small Business Program Ally regarding the return shipment of the goods at the Small Business Program Ally's expense and risk.

If you do make the goods available to the Small Business Program Ally and the Small Business Program Ally does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation.

If you fail to make the goods available to the Small Business Program Ally, or if you agree to return the goods to the Small Business Program Ally and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of the cancellation notice, or any other written notice to:

Jarvis Electric, Inc

Authorized Small Business Program Ally

at: **1604 N. Illinois St Swansea IL 62226**

Address of Small Business Program Ally's Place of Business

not later than midnight of: _____
Date

I hereby cancel this transaction as of: _____
Date

Customer Signature

Only Sign Here If You Want to Cancel Your Transaction and Do Not Want to Move Forward with the Project





Energy Efficiency PROGRAM

ASSESSMENT REPORT NUMBER: 221882

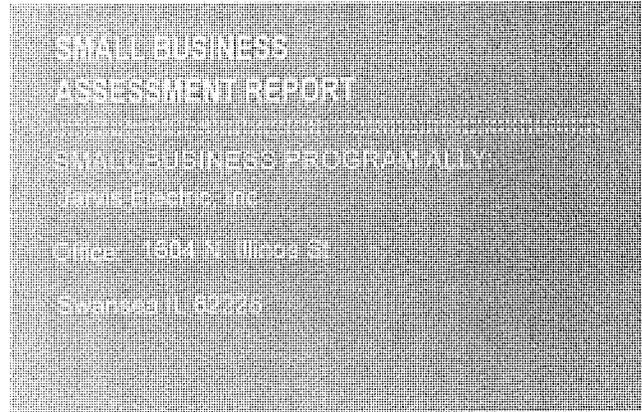
City of Belleville

CUSTOMER CONTACT:

Dean Hardt

2300 West Main Street

Belleville IL 62220



APPLICATION DATE: 5/4/2022

Email: dhardt@belleville.net

Phone: 618.355.8614

PROJECT SUMMARY:

Total Project Cost:

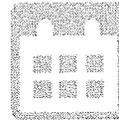
\$4,916.25

Project Incentive Amount:

\$4,916.25

Customer's Total Cost:

\$0.00



Potential Payback In Months:

0.0



Estimated Annual Electric Dollars Saved:

\$2,251.53

THE COST OF WAITING:

Daily Cost of Waiting

\$6.17

Monthly Cost of Waiting

\$187.63

The Small Business Energy Efficiency Program helps offset the cost of implementing energy-saving projects by providing incentives that you can use now. When you use the program's incentives, you can avoid the cost of waiting—the chance to continue using energy.

Potential payback numbers and return on investment are calculated based on project site data and average energy data of Small Businesses in the Ameren Illinois service territory. The actual savings and payback rate you experience may vary.



CUSTOMER SITE DETAILS:

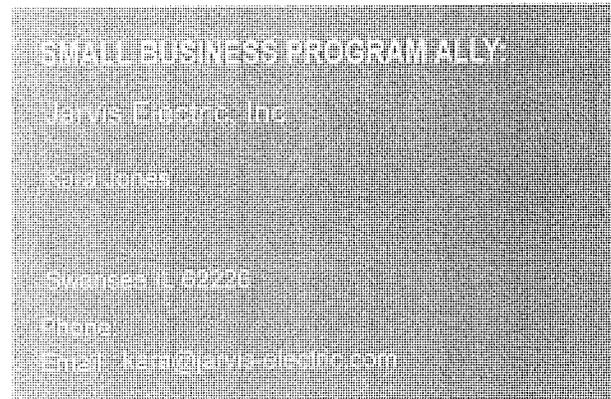
City Of Belleville - Bleachers And Shed

2300 West Main Street

Belleville

Phone: 618.355.8614

Email: dhardt@belleville.net



PROPOSED MEASURES

MEASURE DESCRIPTION	LOCATION	QTY	TOTAL INCENTIVE	TOTAL COPAY
LED Exterior fixture or retrofit replacing HID	Parking lot slip fitters	6	\$1,488.90	\$0.00
Linear T8 LED tube 4'	Entrance 4ft ballast compatible tubes 4k (4	20	\$180.00	\$0.00
Linear T8 LED tube 4'	Shower, storage, closet 4ft ballast compatible	34	\$306.00	\$0.00
Linear T8 LED tube 4'	Locker room 4ft ballast compatible tubes 4000K	96	\$864.00	\$0.00
Linear T8 LED tube 4'	Maintenance garage and office 4ft ballast	132	\$1,188.00	\$0.00
LED Exterior fixture or retrofit replacing HID	Maintenance 30w wall packs	5	\$889.35	\$0.00

*Ameren Illinois incentives are not guaranteed until the customer signed assessment report is reviewed and approved.

Line Item Copay Total \$0.00

	\$0.00
TOTAL*	\$4,916.25
	\$0.00

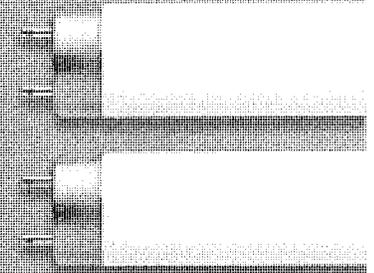




ENERGY EFFICIENCY
PROGRAM

The Lowdown on LEDs

ENERGY STAR®-qualified LED lighting uses at least 80 percent less energy than incandescent lighting, which cuts operating costs. And because it lasts 35 to 50 times longer than incandescent lighting — and up to five times longer than fluorescent lighting — you'll save on maintenance costs too!

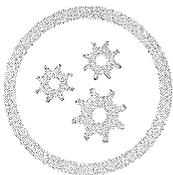


WHAT HAPPENS NEXT?

- » The Small Business Program Ally will contact you to schedule the installation
- » Installation will be completed
- » Customer sign-off is needed on completed work order
- » Agreed upon customer copay is due to the Small Business Program Ally
- » A Program Energy Advisor may inspect your project to ensure Program protocols are followed
- » The inspection may be conducted in-person, or virtually
- » You may receive a customer satisfaction follow-up call after your project is completed

MORE WAYS TO SAVE

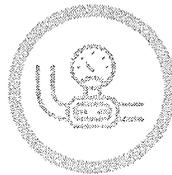
No matter what industry you serve, you can take advantage of equipment-specific incentives through the Ameren Illinois Energy Efficiency Program such as:



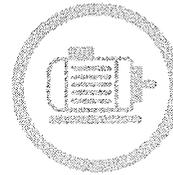
Custom
Incentives



HVAC &
Water Heaters



Compressed Air Leak
Survey & Repair



Motor Efficiency
Upgrades



ENERGY EFFICIENCY
PROGRAM





Energy Efficiency PROGRAM

AGREEMENT FOR SITE ACCESS, SITE AUDIT AND MEASURE INSTALLATION

INTRODUCTION

This ("Agreement") per the date on the signature page is entered into by and between ("Small Business Ally") and ("Customer"). Customer is the owner or is in possession of certain real property situated in Illinois (the "Facility"), at the address listed on the cover page of this report.

Customer desires to grant Small Business Ally access to Facility for the purposes of certain work related to the installation and inspection of measures for Customer (the "Project"), subject in all respects to the terms and conditions of this Agreement.

The Customer agrees to grant Small Business Ally access to that Facility for the purposes of this Project, which includes installation of measures, which are anticipated to help Customer save electric and/or natural gas energy, and money, as well as possible pre- and/or post-installation inspections.

The Small Business Ally is receiving funds from Ameren Illinois for this Small Business project. This is an Ameren Illinois Energy Efficiency Offering agreement for use by eligible customers. Leidos, Inc. (the "Prime Implementer") is the implementer of this Offering as a subcontractor to Ameren Illinois who administers the Ameren Illinois Energy Efficiency funds.

THE FOLLOWING TERMS WILL GOVERN THIS PROJECT:

SMALL BUSINESS PROGRAM ALLY AGREES AS FOLLOWS:

- Customer Convenience:** The Small Business Program Ally will coordinate visits to the Facility with the Customer, so as to minimize any disruptions or inconvenience to the Customer.
- Auditing and Installation:** Small Business Ally will install Energy Efficiency Measures (Measures) approved by the Customer as set in this document. Energy Advisors will conduct inspections as required by the Offering.
- Compliance with Laws:** Small Business Ally agrees to, and will cause its contractors, subcontractors (of any tier), agents, representatives, consultants, employees and servants (collectively, the "Small Business Ally Parties"), to comply with all federal, state, and local laws, ordinances, statutes, regulations, judicial decisions, orders, injunctions, writs, rulings, interpretations, rules, permits or certificates of any court, arbitrator or other governmental authority, including but not limited to, the requirements of the U.S. Environmental Protection Agency and the Occupational Safety and Health Administration which apply to its actions at the Facility or to the Project.
- Compliance with Ameren Illinois Energy Efficiency Programs:** Small Business Ally shall purchase and install Measures that have not received incentives from another Ameren Illinois Energy Efficiency Program, Offering, or Initiatives.
- Permission:** Customer shall permit Small Business Ally, and it's Small Business Ally Parties, to install Customer-approved Measures, and Customer shall provide payment to Small Business Ally for Measures that require co-payment, as set forth in this document.
- Inspections:** Customer shall permit Offering staff reasonable access to and egress from the Facility during normal business hours to carry out required Offering inspections. The Inspection shall not interfere with Customer's use of the Facility.
- Payment:** Customer shall pay amounts set forth in this document for Measures that require customer co-payment to the Small Business Ally. Customer is not required to purchase any other goods or services from Small Business Ally as a condition to receive assessments or eligible Measures. Additional charges: Taxes due via an IRS 1099 form are the responsibility of the customer.





AGREEMENT FOR SITE ACCESS, SITE AUDIT AND MEASURE INSTALLATION

SMALL BUSINESS PROGRAM ALLY AGREES AS FOLLOWS (continued):

8. **Marketing:** Customer will not use the corporate name, logo, identity, any affiliation, or any related logo of Ameren Illinois and/or Ameren Illinois Energy Efficiency program and/or Offering Implementer (collectively the "Energy Efficiency Sponsors"), for any marketing, advertising or solicitation without prior written consent of any of the affected Energy Efficiency Sponsors. Such written consent may be withheld in Ameren Illinois' sole discretion. When referencing any of the Energy Efficiency Sponsors' involvement with any project, Customer shall collaborate with relevant Energy Efficiency Sponsor to prepare any written communications and to plan for any news conference. Customer further agrees to provide the Energy Efficiency Sponsors for its written approval prior to publication, a written copy of any advertisements or promotional material regarding this program prior to publishing any such advertisements or promotional material.
9. **Disclaimers, Representations, and Warranties:** The Energy Efficiency Sponsors do not endorse any Small Business Ally, manufacturer, product, system, or design by offering assessments, Measures or incentives through this Offering. The Energy Efficiency Sponsors are not responsible for any tax liability imposed on Customer as a result of the payment of incentives. Energy Efficiency Sponsors make no representation or warranty, and assumes no liability with respect to the quality, safety, performance, or other aspect of any design, consulting, product, system, equipment, or appliance installed or received and expressly disclaims any such representations, warranties, and liability, including, but not limited to, any implied warranties of merchant ability or fitness for a particular purpose. The Energy Efficiency Sponsors do not guarantee that installation and operation of incentivized Measures will result in reduced energy usage or in cost savings. The Energy Efficiency Sponsors are not responsible for the proper disposal/recycling of any waste generated as a result of this project, including the implementation of installation of Measures. The Energy Efficiency Sponsors are not liable for any damages, including any incidental or consequential damages, arising out of the operation or malfunction of the products, equipment, or appliances, or the installation thereof related to the project or the Measures that are implemented.
10. **Monitoring, Verification, Record Keeping, and Right to Inspect:** Ameren Illinois and independent third party/parties evaluate program efficacy by monitoring energy use/production prior to and after installation of your energy efficiency measures. Ameren Illinois, and its designated representatives shall have the right to monitor energy use/production prior to and after installation of the Measures or to perform an inspection of project records or the Measures implemented as part of the project itself to evaluate efficacy of the Measures for a period of two (2) years from the date of incentive payment.
11. **Energy Use Data:** Customer agrees to allow Ameren Illinois approval to review two (2) years of Customer's electric and/or gas energy usage data prior to Measure installation and two (2) years of Customer's electric and/or gas energy usage information after Measure installation.
12. **Indemnification:** Customer agrees to protect, indemnify, defend and hold harmless Ameren Illinois, the Prime Implementer (Leidos, Inc.), and their respective affiliates, subsidiaries, parent companies, officers, directors, agents, subcontractors, and employees (collectively the "Indemnities"), against all losses, damages, expenses, fees, costs and liability arising from any program, design, consulting, Measures, product, system, equipment, or appliance. Customer agrees that such obligations under this section shall survive any expiration or termination of this Agreement and shall not be limited to any remunerations herein of required insurance coverage. To the maximum extent permitted by law, the Customer agrees to limit Indemnities' liability to the Customer for any reason to the total amount of payments identified in this Agreement. This limitation shall apply regardless of the cause of action or legal theory pled or asserted. Customer hereby expressly waives the right to specifically enforce this Agreement.
13. **Misrepresentation:** Making false statements on any Ameren Illinois incentive Agreement is punishable by law. Any person who knowingly files an Agreement containing any materially false information or who purposely and misleadingly conceals information commits a fraudulent act that subjects such person to criminal and civil penalties. Any and all funds determined, in Ameren Illinois' sole discretion, to have been acquired on the basis of fraudulent or misrepresented information by Customer must be fully returned by Customer to Ameren Illinois. Should the Customer or its representative apply for and receive any duplicate payment as part of the Ameren Illinois Small Business Offering, Ameren Illinois reserves the right to recover payments made in excess of the amount Customer is entitled to receive as an incentive. This section shall not limit other remedies that may be available to Ameren Illinois as a result of any submission of false or fraudulent information as part of any such agreements.



AGREEMENT FOR SITE ACCESS, SITE AUDIT AND MEASURE INSTALLATION

SMALL BUSINESS PROGRAM ALLY AGREES AS FOLLOWS (continued):

14. Miscellaneous:

- (a). **Governing Law:** This Agreement shall be binding upon and inure to the benefit of any successors, transferees, heirs and assigns of the Parties. Nothing in this Agreement shall be construed to create any duty to, any standard of care with reference to, or any liability to any third party. This Agreement shall be governed, construed and enforced in accordance with the internal laws of the State of Illinois, without regard to any law of conflicts that may direct the application of the laws of another jurisdiction. Customer irrevocably submits to the original jurisdiction of the state and federal courts sitting in Springfield, Illinois with regard to any controversy in any way relating to the execution, delivery or performance of this Agreement that is not resolved by Arbitration. Suits, claims or actions founded upon such controversies shall be brought or filed exclusively in such courts and nowhere else.
 - (b). **Compliance with Applicable Laws:** Customer shall at all times comply with and observe all federal and Illinois state laws and published circulars, local laws, ordinances, rules and regulations that are in effect during the period of this Agreement, and which, in any manner, affect the performance of this Agreement. All references to statutes or regulations contained in this Customer Agreement shall be construed to include successors thereto.
 - (c). **Assignment:** Ameren Illinois may assign, transfer or convey this Agreement or any of Ameren Illinois' rights, obligations, interests or responsibilities hereunder, in whole or in part, without the consent of the Customer.
 - (d). **Severability:** If any provision of this Agreement is illegal, invalid, or unenforceable under present or future laws effective during the term of this Agreement, that provision shall be fully severable and this Agreement shall be construed and enforced as if the illegal, invalid, or unenforceable provision had never comprised a part of this Agreement. The remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance. Furthermore, in lieu of such illegal, invalid, or unenforceable provision, this Agreement shall be reformed to include as a part of this Agreement a provision as similar in terms to the illegal, invalid, or unenforceable provision as may be possible and still be legal, valid, or enforceable.
 - (e). **Risk of Loss:** Ameren Illinois at no time assumes risk of loss for any personal property of the Customer.
 - (f). **Waiver:** Failure or delay on the part of either party to exercise any right, power, privilege or remedy hereunder shall not constitute a waiver thereof. A waiver of any default shall not operate as a waiver of any other default or of the same type of default on a future occasion.
15. **Incidental and Consequential Damages:** Ameren Illinois and Prime Implementer (Leidos, Inc.) shall not be liable to Customer for any incidental, special or consequential damages.
16. **Entire Agreement:** This Agreement constitutes the entire agreement and understanding between the Small Business Ally and Customer as to the subject matter of the Agreement.
17. **If Tenant:** If the Facility is under lease, the Customer's tenant who controls the Facility, by executing this agreement, assumes the rights and obligations of the Customer hereunder.
18. **Tax Impacts:** At the time of the Assessment, an applicable Federal Employer Identification Number (FEIN) or your Social Security Number (SSN) is required to meet Internal Revenue Service (IRS) reporting requirements. The financial incentives which are paid to the installation contractor to defray the cost of your project are considered income and may require a 1099 Form to be issued at the end of the calendar year. If required, the 1099 Form will be issued by Leidos, Inc. who serves as the Offering Implementer for the Ameren Illinois Small Business Offering. Please consult your tax advisor if you have additional questions on this issue.



Energy Efficiency
PROGRAM



AGREEMENT FOR SITE ACCESS, MEASURE INSTALLATION, AND INSPECTIONS

SMALL BUSINESS PROGRAM ALLY AGREES AS FOLLOWS *(continued)*:

19. **Release:** Customer releases Ameren Illinois, its employees, officers and agents from any liability claim cost or expense related in any way to this Agreement or any of the Measures related thereto, whether in contract, tort or otherwise. This global release shall be in addition to the releases afforded to Ameren Illinois in Section 9, as well as the Indemnification in favor of Ameren Illinois pursuant to Section 12.

By signing below I Agree to the following:

I have reviewed this Small Business Assessment Report and agree to its terms.

Small Business Program Ally Signature

Date

Customer Signature

Date



GUARANTEE OF WORK TO BE PERFORMED

Small Business Program Ally pledges to its customers that all material, workmanship, and/or building improvements provided for will be free of defects, will be of a specified quality, and will perform properly for a period of one year from the day of commencement of use, substantial completion of the project, or a date of notice of completion of the project, whichever is the first to occur.

Small Business Program Ally will assign and deliver to owner all guarantees, warranties, and quality instructions of all subcontractors, equipment manufacturers, and material suppliers that are applicable to the project.

Within 10 days of the first knowledge of any defect, or failure to operate properly, Small Business Program Ally is to be notified, in writing, of same by Customer or his/her agents, shall be given first opportunity to promptly repair, replace, and/or correct item found to be defective, or that fails to function properly, at no cost to the owner, within a reasonable period of time. This warranty does not apply to any construction work that has been subjected to an accident, misuse and abuse, nor to any construction work that has been modified, altered, defaced, and/or had repairs made/attempted by others.

What is not covered in this warranty. Under no circumstances shall Small Business Program Ally be liable by virtue of this warranty or otherwise for damage to any person or property whatsoever for any special, indirect, secondary or consequential damage of any nature however arising out of the use or inability to use because of the construction defect. Small Business Program Ally is not liable for repair conditions caused by chemical or sedimentary build up, misuse or abuse, failure to clean or maintain as specified by the equipment manufacturer, missing parts, structural changes, fire, freezing, electrical failure or surge, water damage, lightning, mud, earthquake, soil movement, soil sediment, storms, accidents, pest damage, or acts of God. Small Business Program Ally will not perform normal or routine maintenance, and they will not pay for failures that result from the Customer's failure to perform normal or routine maintenance. Small Business Program Ally will not repair or replace any covered systems or appliances if they are inoperable as a result of preexisting conditions.

Small Business Program Ally is not responsible for upgrade or additional costs or expenses that may be required to meet current building or zoning code requirements to correct.

Small Business Program Ally Signature

Date

- Check if subcontractor will be used for the installation
- Installed by Illinois Commerce Commission registered Small Business Program Ally

Customer Signature

Date



NOTICE REGARDING IRS REPORTING

As part of the Assessment process for the Small Business Offering, we are required to collect the customer's tax identification number to comply with IRS reporting requirements. If your tax status is neither exempt nor a corporation, it's possible that you will receive a 1099 form to reflect the incentive income. A 1099 will only be sent if the incentives associated with your cumulative projects throughout the calendar year total \$600 or more per Ameren Illinois account number. The 1099 Form will be issued by Leidos, Inc., who serves as the implementation contractor of the Small Business Offering.

CUSTOMER INFORMATION:

City of Belleville

CONTACT: Dean Hardt
2300 West Main Street
Belleville IL 62220

Phone: 6183558614
Email: dhardt@belleville.net
Tax ID:
Tax Status:

Estimated Incentive: \$4,916.25

By signing below, I, the customer, acknowledge that I have received this notification and that I am aware that I may be receiving a 1099 Form from Leidos, Inc. I also acknowledge that I am responsible for the customer co-pay and any additional fees associated with this project. I further understand that the incentive amount noted above is an estimate (for this project) and may change during the course of my project.

Customer Signature

Date

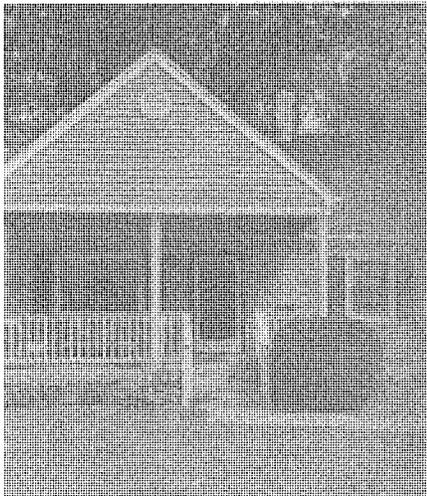
Customer Name (Print)





Energy Efficiency PROGRAM

SAVE AT HOME



ENERGY-SAVING TIPS

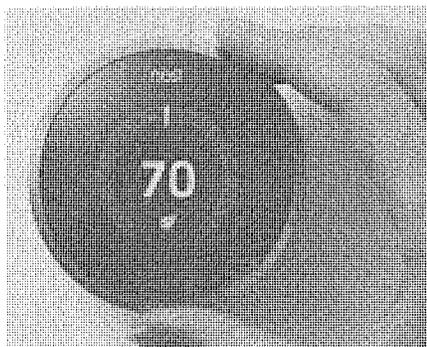
During these difficult times, and as we continue to move forward and look to recover from the effects of COVID-19, it's important now more than ever to save energy and money.

We encourage you to visit AmerenIllinoisSavings.com/COVID-19 for COVID-19 related resources and information.

There are also tips and resources available to help you save at home. Here are a few tips that can help you lower your energy bill:

- 1. Replace your AC filter
- 2. Switch your ceiling fan direction
- 3. Adjust your thermostat
- 4. Add natural lighting

For additional energy-saving tips for every season and every room in your home, please visit AmerenIllinoisSavings.com/Tips.



SMART THERMOSTATS

Get \$100 back when you purchase and install a smart thermostat.

A smart thermostat can help you and your employees save up to \$100 per year in energy costs at home. These devices can learn your schedule automatically and allow you to adjust your thermostat from anywhere using a mobile device. And now, you can receive an INSTANT \$100 rebate from Ameren Illinois when you purchase and install select ENERGY STAR® certified smart thermostats.

Visit AmerenIllinoisSavings.com/Smart to learn more about the rebate.



THE AMEREN ILLINOIS EFFICIENT CHOICE TOOL CAN HELP YOU SAVE ENERGY AND MONEY

Ameren Illinois is committed to helping our customers find ways to improve their energy usage and reduce their bill. The Ameren Illinois Efficient Choice Tool is a free tool that will assist you in comparing the energy efficiency benefits of new appliances and help you make purchasing decisions to maximize your potential savings.

It's easy to find energy-efficient products:

- 1. Search by your brand and model
- 2. Compare them side-by-side with other energy-efficient products
- 3. Scan QR codes

Get the tool now at www.illinois.energetics.com or visit AmerenIllinoisSavings.com/Smart for more information.

For general questions or information, call 1.866.838.6918 or email IllinoisResidentialEE@ameren.com.



NOTICE OF RIGHT TO CANCEL

NOTICE OF CANCELLATION

You may cancel this transaction, without any penalty or obligation, within three business days from the Agreement date.

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within 10 days following receipt by the Small Business Program Ally of your cancellation notice, and any security interest arising out of the transaction will be canceled.

If you cancel, you must make yourself available to the Small Business Program Ally at the Facility, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the Small Business Program Ally regarding the return shipment of the goods at the Small Business Program Ally's expense and risk.

If you do make the goods available to the Small Business Program Ally and the Small Business Program Ally does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation.

If you fail to make the goods available to the Small Business Program Ally, or if you agree to return the goods to the Small Business Program Ally and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of the cancellation notice, or any other written notice to:

Jarvis Electric, Inc

Authorized Small Business Program Ally

at: 1604 N. Illinos St Swansea IL 62226

Address of Small Business Program Ally's Place of Business

not later than midnight of: _____
Date

I hereby cancel this transaction as of: _____
Date

Only Sign Here If You Want to Cancel Your Transaction and Do Not Want to Move Forward with the Project

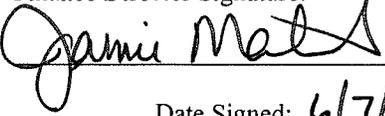
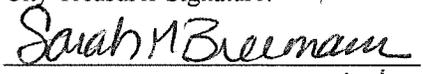
Customer Signature



REQUEST FOR SUPPLEMENTAL AMENDMENT - **BUDGET** – 2022-2023

DEPARTMENT/ DIVISION	ACCOUNT NUMBER (LINE ITEM)	LINE ITEM DESCRIPTION	ORIGINAL BUDGETED AMOUNT	AMOUNT OF TRANSFER	REVISED BUDGETED AMOUNT
Recreation Fund	07-00-89000	Other Improvements	0	+308,420	308,420

Reason for amendments: Encumbrances April 30, 2022

Department Head Signature: _____ Date Signed: _____	Finance Director Signature:  _____ Date Signed: <u>6/7/22</u>	City Treasurer Signature:  _____ Date Signed: <u>6/8/22</u>
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Completed By:	J. Maitret	Date Completed:	6-6-22	Entered By:		Date Entered:	
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City of Belleville
Jennifer Gain Meyer, City Clerk

101 South Illinois Street
Belleville, Illinois 62220
Phone: (618) 233-6810
email: jmeyer@belleville.net

2022 COMMITTEES & COMMISSIONS CALENDAR

MEETING	DATE	LOCATION	ROOM	TIME
BOARD OF FIRE AND POLICE COMMISSION	3rd THURSDAY	101 SOUTH ILLINOIS STREET	2ND FLOOR CONFERENCE ROOM	3:00 PM
BUILDING CODE BOARD	AS NEEDED	101 SOUTH ILLINOIS STREET	2ND FLOOR CONFERENCE ROOM	ANNOUNCED
CEMETERY BOARD	3RD TUES (Jan, April, July, Oct)	512 WEST MAIN STREET	CONFERENCE ROOM	3:00PM
CITY COUNCIL MEETINGS	1ST & 3RD MONDAY	101 SOUTH ILLINOIS STREET	CITY HALL COUNCIL CHAMBERS	7:00 PM
CRIME FREE HOUSING COMMITTEE	TWO TIMES PER YEAR	101 SOUTH ILLINOIS STREET	CITY HALL COUNCIL CHAMBERS	ANNOUNCED
DOWNTOWN DEVELOPMENT/REDEVELOPMENT	4TH MONDAY (no Dec Mtg)	101 SOUTH ILLINOIS STREET	2ND FLOOR CONFERENCE ROOM	4:00 PM
ECONOMIC DEVELOPMENT & ANNEXATION	1ST WEDNESDAY	101 SOUTH ILLINOIS STREET	2ND FLOOR CONFERENCE ROOM	5:00 PM
ELECTRICAL COMMISSION	4TH TUESDAY	1125 SOUTH ILLINOIS STREET	ENGINE HOUSE #4 CONFERENCE ROOM	1:00PM
ELECTORAL BOARD	AS NEEDED	101 SOUTH ILLINOIS STREET	2ND FLOOR CONFERENCE ROOM	ANNOUNCED
FINANCE COMMITTEE	2ND MONDAY	101 SOUTH ILLINOIS STREET	CITY HALL COUNCIL CHAMBERS	7:00 PM
FIRE PENSION BOARD	LAST TUESDAY (Dec: TBD)	101 SOUTH ILLINOIS STREET	CITY HALL COUNCIL CHAMBERS	8:30 AM
HISTORIC PRESERVATION COMMISSION	3RD TUESDAY (no Dec Mtg)	101 SOUTH ILLINOIS STREET	2ND FLOOR CONFERENCE ROOM	7:00 PM
HUMAN RELATIONS COMMISSION	AS NEEDED	101 SOUTH ILLINOIS STREET	2ND FLOOR CONFERENCE ROOM	ANNOUNCED
LEGISLATIVE COMMITTEE	AS NEEDED	101 SOUTH ILLINOIS STREET	2ND FLOOR CONFERENCE ROOM	ANNOUNCED
LIBRARY BOARD	2ND THURSDAY (no Dec Mtg)	121 EAST WASHINGTON STREET	BELLEVILLE PUBLIC LIBRARY	6:30 PM
MASTER SEWER COMMITTEE	1ST MONDAY	101 SOUTH ILLINOIS STREET	2ND FLOOR CONFERENCE ROOM	6:00 PM
ORDINANCE & LEGAL REVIEW	2ND TUESDAY	101 SOUTH ILLINOIS STREET	CITY HALL COUNCIL CHAMBERS	5:30PM
PARKS & RECREATION BOARD	2ND WEDNESDAY	510 WEST MAIN STREET	HR CONFERENCE ROOM	6:30 PM
PERSONNEL & STRATEGIC PLANNING COMMITTEE	AS NEEDED	101 SOUTH ILLINOIS STREET	2ND FLOOR CONFERENCE ROOM	ANNOUNCED
PLANNING COMMISSION	1ST WEDNESDAY	101 SOUTH ILLINOIS STREET	2ND FLOOR CONFERENCE ROOM	7:00 PM
POLICE & FIRE COMMITTEE	2ND MONDAY	101 SOUTH ILLINOIS STREET	2ND FLOOR CONFERENCE ROOM	6:00 PM
POLICE PENSION BOARD	LAST TUESDAY (Dec: TBD)	101 SOUTH ILLINOIS STREET	CITY HALL COUNCIL CHAMBERS	3:00 PM
PUBLIC HEALTH & HOUSING	3RD WEDNESDAY	101 SOUTH ILLINOIS STREET	2ND FLOOR CONFERENCE ROOM	6:00 PM
STREETS & GRADES COMMITTEE	3RD MONDAY	101 SOUTH ILLINOIS STREET	2ND FLOOR CONFERENCE ROOM	6:00 PM
TRAFFIC COMMITTEE	2ND TUESDAY	101 SOUTH ILLINOIS STREET	2ND FLOOR CONFERENCE ROOM	8:00 AM
ZONING BOARD OF APPEALS	4TH THURSDAY (3rd Thursday in Nov and Dec)	101 SOUTH ILLINOIS STREET	CITY HALL COUNCIL CHAMBERS	7:00 PM

RIGHT-OF-WAY ENCROACHMENT AGREEMENT

This Right-of-Way Encroachment License Agreement (“Agreement”) is entered into between the City of Belleville (“City”) and Shoehorn Brewing, Inc. and Shoehorn Properties, LLC owner(s) of the real property described herein (“Licensee”). The City and Licensee are together hereinafter referred to as “Parties” and individually as “Party”.

- A. WHEREAS**, Licensee owns the following real property within the corporate limits of the City of Belleville (“Licensee’s Property”) described as:

Address: 225 E. Main Street

PIN(s): 08-22.0-334-036

Legal Description: BELLEVILLE ORIGINALTOWN LOT/SEC-271 W 30FT OF E 60FT OF LOTS 271 & 272C A02738287

- B. WHEREAS**, Licensee desires to install the improvements described in paragraph 2 below upon City right-of-way located adjacent to Licensee’s Property (“City Right-of-Way”); and
- C. WHEREAS**, the City herein agrees to allow such improvements to be located on City Right-of-Way as provided herein.

NOW THEREFORE, in consideration of the premises and mutual promises contained herein, the Parties hereto agree and acknowledge that:

1. Recitals Incorporated. The foregoing Recitals are substantive and are incorporated by reference in this paragraph 1 as though fully set herein.
2. License. To the extent of its authority, and subject to the terms, conditions, and limitations set forth herein, the City grants to Licensee, for the benefit of Licensee’s Property, a nonexclusive license for Licensee to locate the following improvements (“Improvements”), shown in Exhibit A, on the City Right-of-Way subject to final review and sign off of the Director of Public Works within the proximity identified in Exhibit B.
3. Limitations.
 - 3.1 The rights granted to Licensee herein do not abrogate or nullify the City's rights and interests in and to City Right-of-Way. Further, the license granted herein is subject to any rights of third parties in the City Right-of-Way and the City makes no warranty regarding Licensee’s right to use said City Right-of-Way except as regards to the rights the City retains therein.

3.2 The license granted herein shall not be construed as a waiver of the requirements of the Belleville Municipal Code, as amended from time to time, including but not limited to the City Zoning Code, subdivision regulations, and building codes.

3.3 The City shall not be liable to Licensee or any third party for any damage to real or personal property or personal injury that may result from or arise out of the construction, repair, maintenance, or use of the Improvements.

3.4 Licensee shall be subject to all the risks and liabilities associated with encroaching on City property, including but not limited to the risk that the City may remove all or a portion of the Improvements without prior notice to Licensee. Licensee shall be solely responsible for the City's cost to remove the Improvements to gain access to City's right-of-way for any purpose.

3.5 The City shall not be responsible for any costs incurred by Licensee to repair or replace the Improvements if they are damaged or destroyed by the City, or City's subcontractors, employees, or agents in accessing or otherwise using City Right-of-Way on which the Improvements are located.

3.6 Licensee accepts the City Right-of-Way AS-IS in its present condition. Page 3 of 5

4. Defense, Indemnification, and Hold Harmless. Licensee shall defend, indemnify, and hold harmless the City and its officers, agents, and employees from and against all losses, liability, claims, demands, and causes of action, including but not limited to loss, injury, death, or damage to person or property, arising out of or related to the Improvements constructed in the City Right-of-Way.

5. Termination. This Agreement and the license contained herein may be terminated by either Party upon not less than thirty (30) days' written notice to the other Party. Upon termination of this Agreement, Licensee shall cause the removal of the Improvements from the City Right-of-Way and shall return the City Right-of-Way to good condition. If Licensee fails to remove the Improvements and restore City Right-of-Way within thirty (30) days of termination, the City shall have the right to remove the Improvements from the City Right-of-Way. All costs of said removal and restoration shall be paid by Licensee within sixty (60) days of an invoice from the City sent to Licensee's Property Address on page 1.

6. General Provisions.

6.1 The laws of the State of Illinois shall govern the terms of this Agreement both as to interpretation and performance. Venue for any action arising out of the terms or conditions of this License shall be in the Circuit Court for the Twentieth Judicial Circuit, St. Clair County, Illinois.

6.2 This Agreement shall be recorded in the office of the County Recorder in the county where Licensee's Property is situated.

6.3 The effective date of this Agreement shall be the date on which it is fully executed by both Parties hereto.

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

By: _____
MAYOR

ATTEST: _____
CITY CLERK

Shoehorn Brewing, Inc.
2713 Brookrun Drive
Belleville, IL 62221

Shoehorn Properties, LLC
2713 Brookrun Drive
Belleville, IL 62221

By: _____
Michael Johnson, President

By: _____
Michael Johnson, Founding Member

Date: _____

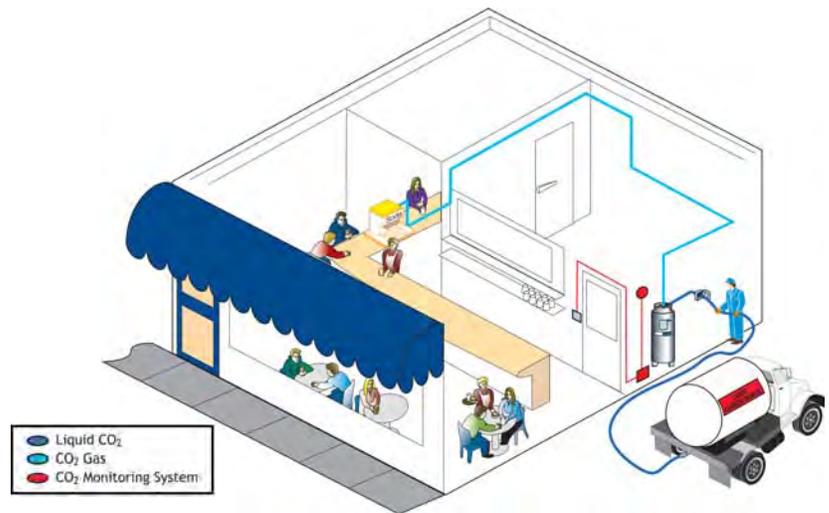
CARBO-MAX 750 HIGH FLOW

HIGH CAPACITY – HIGH FLOW BULK CO₂

Bulk CO₂ Systems



•CINEPLEXES•SWIMMING POOLS•STADIUMS•MICROBREWRIES



Carbo-Max 750

The Carbo-Max 750 High Flow system is an innovative bulk CO₂ system that meets the demands of high volume customers. A first in the beverage market, the Carbo-Max 750 High Flow system offers the capacity and flow rates necessary for high volume users such as: stadiums, brew pubs, cineplexes and microbreweries.

Corrosion Resistant Coating can be an important addition to your Chart Beverage System in certain regions of the country or in specific applications (e.g. - swimming pools). The Chart Beverage coating system consists of one coat of primer and two coats of quick dry enamel with Xylene reducer on sandblast-finished stainless steel.



Innovation. Experience. Performance.™

"Exhibit B"





Refurbishment of Unit 1299
2000 E-One 75' Aerial Ladder



Frame, Aerial and Running Gear

Task	Projected cost
Frame rails – full replacement with galvanized & powder coated	\$ 150,000.00
Aerial hydraulic/electric swivel - full replacement	\$ 25,000.00
Aerial turntable bearing - full replacement	\$ 20,000.00
Aerial glide pad – total replacement	\$ 25,000.00
Aerial cable – total replacement	\$ 30,000.00
Hydraulic system – total upgrade	\$ 27,000.00
Brake system – total replacement, front and rear	\$ 20,000.00
Front bumper replacement, with hose compartment trays	\$ 22,000.00
Front and rear suspension – replace all moving parts	\$ 8,000.00
Commercial Tires – replace all six (6) with new	\$ 10,000.00

Engine & Pump

Task	Projected cost
A/C flush, evaluate, recharge	\$ 3,000.00
Cooling system - re-core radiator and flush	\$ 8,000.00
Engine oil, all other fluids, belts, hoses – new/replace	\$ 2,000.00
Fuel tank, air tank straps – replace with stainless steel	\$ 4,000.00
Generator - evaluation & service	\$ 1,000.00
Fire pump spinning drive - replacement	\$ 20,000.00
Fire pump – full test and certify	\$ 300.00

Body, Cab & Paint

Task	Projected cost
Warning lights - total replacement	\$ 15,000.00
Scene & safety lighting - total replacement	\$ 15,000.00
IDOT lighting package - convert to LED	\$ 1,200.00
Shelving – new/change allowance	\$ 5,000.00
Back up camera – new upgrade	\$ 2,500.00
Cab – interior surfaces (soft vinyl, door panels, rubber floor)	\$ 20,000.00
Safety – new seats, seatbelts, SCBA safety brackets	\$ 12,000.00
Door latches, hardware & brackets - allowance	\$ 3,000.00
Corrosion repair of any surfaces and complete paint job	\$ 45,000.00
Updated graphics and DOT safety chevrons at rear	\$ 6,000.00

Total Cost & Projected Savings

- Projected costs according to bid - \$500,000
- Anticipated flex held by City for overages/problems - \$100,000
- TOTAL NOT TO EXCEED - \$600,000
- Expected delivery – **one (1) year** from submittal for repair
- Expected longevity – 10 years front line, 10 years reserve
- *Cost per year = **\$30,000***

- Cost of new units with same specifications - \$1,150,000
- Expected delivery of new unit – **26 months** from contract date
- Expected longevity – 12.5 years front line, 12.5 years reserve
- *Cost per year = **\$46,000***



**ECONOMIC DEVELOPMENT, PLANNING & ZONING DEPARTMENT
MEMORANDUM**

Meeting Date: June 8, 2022

To: Planning Commission

From: Clifford Cross, AICP
Director

Subject: **Tidal Wave Express Car Wash Development:** Site Plan approval for the construction of an approximate 5,000 square foot Tidal Wave Express Car Wash, with 28 associated vacuum stalls on an approximate 76,495 square foot lot within a C-2 (Heavy Commercial) district. (Parcel – 08-18.0-305-018) Ward 8.

Actions Requested: The applicant Edison Real Estate Twenty-Four, LLC is requesting a recommendation by the Planning Commission to the City Council for the above-referenced submittal.

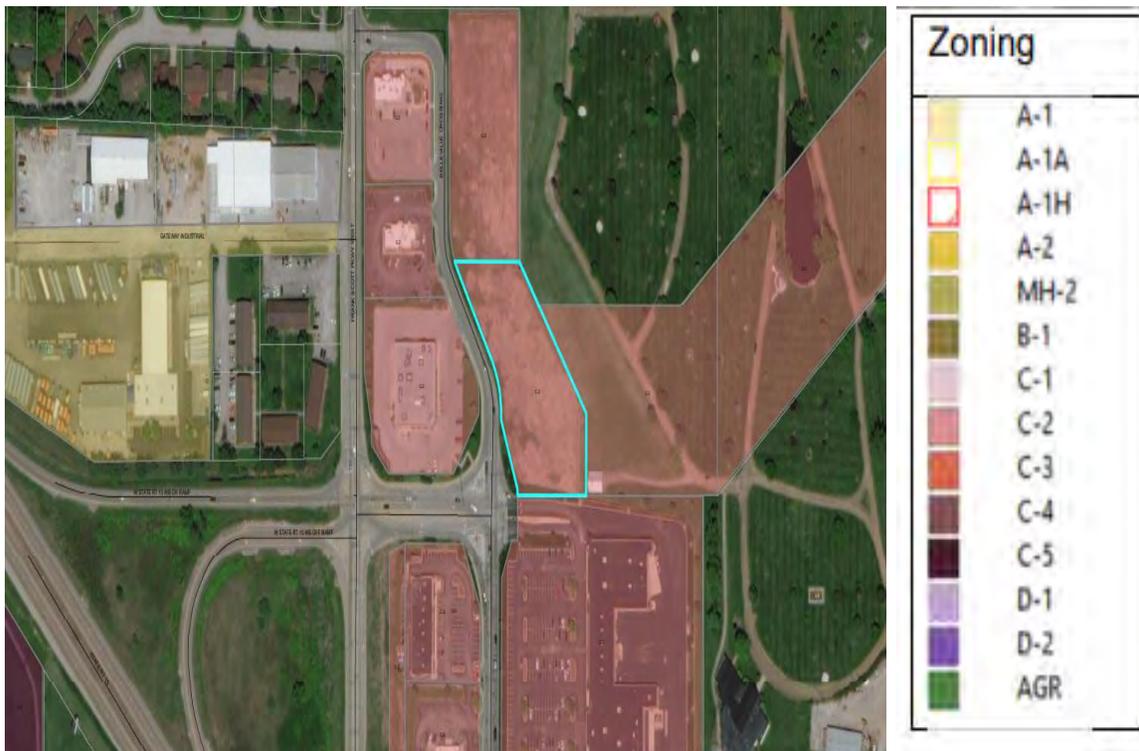
Property Description: The subject site, is approximately 1.76 acres and is located at the property legally defined as “Belleville Crossing Plat 5 Lot 15” and commonly addressed 5940 Belleville Crossing Street. The proposed subject site is located within the Belleville Crossing subdivision.

Surrounding Zoning & Land Uses: Properties surrounding the subject property are zoned “C-2” Heavy Commercial. There is existing commercial development throughout the subdivision. The Belleville Crossing development is located at the intersection of State Route 15 and Frank Scott Parkway.

Location Map:



Zoning Classification Map:



Comprehensive Plan: The Future Land Use Map designates the subject parcel and surrounding areas as General Commercial.



Future Land Use	
	Parks/Open Space
	Suburban Neighborhood Conservation
	Neighborhood Conservation
	Suburban Residential
	General Residential
	Multi-family
	Mobile and Manufactured Homes
	Neighborhood Commercial
	General Commercial
	Urban/Mixed-Use Center
	Planned Industrial/Business Parks
	Industrial
	Major Public/Institutional

Background: The subject site is an existing vacant lot that is incorporated within the Belleville Crossing Development. The current lot contains approximately 1.76 acres.



Google Street View Image
2022

Proposed Vehicle Access: Ingress and egress to the site are shown to be via multiple newly constructed curb cuts on Belleville Crossing Street.

Analysis: Per the Applicants' submission, the approximate 5,000 square foot Tidal Wave Express Car Wash, with 28 associated vacuum stalls will be constructed on an approximate 76,495 square foot lot within a C-2 (Heavy Commercial) district. Staff did not identify on site parking spaces within the plan.



**Planning Commission
Action:**

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

- Recommend approval as submitted, pending clarification of the above referenced review comments.
- Recommend approval with additional conditions.
- Tabling the agenda item to a specific date with clarification of intent and purpose
- Recommend denial

**City Council
Action:**

Should the Planning Commission act and make a recommendation on this agenda item, then the Site Plan is expected to be forwarded for City Council action on Tuesday, June 21, 2021.

Attachment:

Application; Site Plan Materials

LEGEND

Table with 2 columns: Symbol and Description. Includes existing contours, proposed contours, storm sewer, sanitary sewer, easements, trees, spot elevations, swales, and various utility symbols.

ABBREVIATIONS

Table with 2 columns: Abbreviation and Full Name. Includes N, S, E, W, EX., PR., CONC., ASPH., PB, DB, PG, SF, AC, FT, FL, PVC, RCP, STM, SAN, (S), (K), (T.B.R.), (U.I.P.), WMH, TMH, BRUSH & SHRUB LINE, BOLLARD, SIGN, ELECTRIC YARD LIGHT, BORING LOCATION, MAIL BOX, ELECTRIC BOX, CLEAN OUT, GAS VALVE, GAS METER, GAS DRIP, W/M, T/M, A.T.G., B.C., F.C., W, GAS, T, OHE, UE, X, F.H., P.P., W.V., L.S.

SYMBOLS

Table with 2 columns: Symbol and Description. Includes water manhole, telephone manhole, brush & shrub line, bollard, sign, electric yard light, boring location, mail box, electric box, clean out, gas valve, gas meter, gas drip, and siltation control.

CONCRETE PAVEMENT DETAIL

N.T.S.

SURVEYOR'S NOTES OF INTEREST

- ADJOINER'S CONCRETE SCREEN WALL, FENCE AND GATE EXTENDS OVER PROPERTY LINE, AS SHOWN ON SURVEY.
WATER LINE LOCATED OUTSIDE OF EASEMENT PROVIDED, AS SHOWN ON SURVEY.
GAS LINE LOCATED OUTSIDE OF EASEMENT PROVIDED, AS SHOWN ON SURVEY.
ADJOINER'S CONCRETE CURB AND CUTTER EXTENDS OVER PROPERTY LINE, AS SHOWN ON SURVEY.

BENCHMARK

NAVD 88 USING THE CARLSON BRX7 RECEIVER.

SITE BENCHMARK

NAVD88 ELEV. - ELEV. 557.39' FTUS
"O" SQUARE CUT ON CORNER OF CONCRETE BASE ALONG BELLEVILLE CROSSINGS STREET, AS SHOWN ON SURVEY.

ZONING NOTES

ZONED: C-2 HEAVY COMMERCIAL
FRONT YARD: 25 FEET
SIDE YARD: NONE (EXCEPT WHEN ABUTTING AN "A" DISTRICT, A 5 FEET SETBACK SHALL BE REQUIRED)
REAR YARD: NONE (EXCEPT WHEN ABUTTING AN "A" DISTRICT, A 5 FEET SETBACK SHALL BE REQUIRED)
BUILDING HEIGHT REQUIREMENT: 100 FEET MAX.

EXISTING SITE CONDITIONS MAY FALL WITHIN PERMITTED USES AS LISTED IN THE CITY OF BELLEVILLE ZONING REGULATIONS. ZONING REGULATIONS ARE SUBJECT TO CHANGE, INTERPRETATION AND EXCEPTION. FOR FURTHER INFORMATION CONTACT THE CITY OF BELLEVILLE PLANNING AND ZONING DEPARTMENT AT 618-233-6810.

FLOOD ZONE NOTES

BY GRAPHIC PLOTTING ONLY, THIS PROPERTY LIES WITHIN UNSHADOWED ZONE X (AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOODPLAIN) ACCORDING TO THE FLOOD INSURANCE RATE MAP PANEL NUMBER 17163C0195D, (ST. CLAIR COUNTY, ILLINOIS) WHICH BEARS AN EFFECTIVE OF NOVEMBER 5, 2003.

PREPARED FOR:

TIDAL WAVE EXPRESS WASH
C/O EDISON REAL ESTATE TWENTY-FOUR, LLC
1154 Greystone Manor Parkway
Chesterfield, Missouri 63005
(636) 236-9946

PREPARED BY:

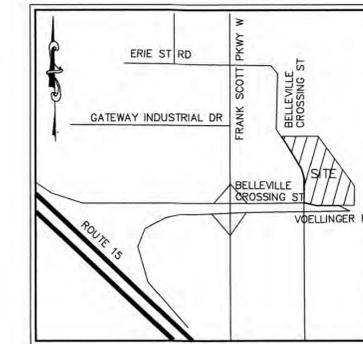
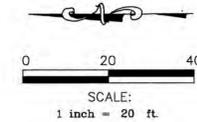
CEDC CIVIL ENGINEERING DESIGN CONSULTANTS
10820 Sunset Office Drive
Suite 200
St. Louis, Missouri 63127
314.729.1400
Fax: 314.729.1404
www.cedc.net

SITE DEVELOPMENT PLAN

for a

TIDAL WAVE

BELLEVILLE CROSSING PLAT FIVE
ST. CLAIR COUNTY, ILLINOIS



BRANDON A. HARP, P.E. 062-05911
CEDC LICENSE NO. 62289155

10820 Sunset Office Drive
Suite 200
St. Louis, Missouri 63127
314.729.1400
Fax: 314.729.1404
www.cedc.net
CEDC CIVIL ENGINEERING DESIGN CONSULTANTS

LOCATION MAP

N.T.S.

PROPERTY DATA

Table with 2 columns: Property Attribute and Value. Includes owner, address, acreage, zoning, fire district, sewer district, FEMA map, electric company, gas company, phone company, water company.

GENERAL NOTES

- 1.) ALL UTILITIES SHOWN HAVE BEEN LOCATED FROM AVAILABLE RECORDS. THEIR LOCATION SHOULD BE CONSIDERED APPROXIMATE.
2.) ALL ELEVATIONS ARE BASED ON BENCHMARK INFORMATION SHOWN.
3.) BOUNDARY AND TOPOGRAPHIC SURVEY BY MARLER SURVEYING COMPANY, INC.
4.) ALL ON-SITE MATERIALS AND METHODS OF CONSTRUCTION TO MEET THE CURRENT STANDARDS AND SPECIFICATIONS OF THE CITY OF BELLEVILLE.
5.) ALL GRADED AREAS SHALL BE PROTECTED FROM EROSION BY EROSION CONTROL DEVICES AND/OR SEEDING AND MULCHING AS REQUIRED BY THE CITY OF BELLEVILLE.
6.) PRIOR TO BEGINNING ANY WORK ON THE SITE, THE SUBCONTRACTOR SHALL CONTACT THE GENERAL CONTRACTOR FOR SPECIFIC INSTRUCTIONS RELEVANT TO THE SEQUENCING OF WORK.
7.) GRADING CONTRACTOR SHALL INSTALL SILTATION CONTROL PRIOR TO STARTING THE GRADING. ADDITIONAL SILTATION CONTROL DEVICES SHALL BE INSTALLED AS DIRECTED BY THE CITY OF BELLEVILLE.
8.) ALL FILLS AND BACKFILLS SHALL BE MADE OF SELECTED EARTH MATERIALS, FREE FROM BROKEN MASONRY, ROCK, FROZEN EARTH, RUBBISH, ORGANIC MATERIAL AND DEBRIS.
9.) GRADING CONTRACTOR SHALL KEEP EXISTING ROADWAYS CLEAN OF MUD AND DEBRIS AT ALL TIMES.
10.) PROPOSED CONTOURS SHOWN ARE FINISHED ELEVATIONS ON PAVED AREAS.
11.) ALL GRADING AND DRAINAGE TO BE IN CONFORMANCE WITH THE CITY OF BELLEVILLE STANDARDS.
12.) SEEDING, SODDING, MULCHING AND PLANTINGS FOR ALL DISTURBED AREAS SHALL BE SPECIFIED ON THE LANDSCAPE PLAN.
13.) SIDEWALKS ALONG THE ACCESSIBLE ROUTE SHALL NOT HAVE A SLOPE EXCEEDING 1:20. SLOPES GREATER THAN 1:20 MUST BE DESIGNED AS A RAMP. SIDEWALKS TO BE CONSTRUCTED TO THE CITY OF BELLEVILLE AND/OR ST. CLAIR COUNTY ADA STANDARDS.
14.) SIDEWALKS, CURB RAMPS, RAMPS AND ACCESSIBLE PARKING SPACES SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CURRENT APPROVED "AMERICANS WITH DISABILITIES ACT ACCESSIBILITY GUIDELINES" (ADAAG) ALONG WITH THE REQUIRED GRADES, CONSTRUCTION MATERIALS, SPECIFICATIONS AND SIGNAGE. IF ANY CONFLICT OCCURS BETWEEN THE ADAAG GUIDELINES AND THE INFORMATION ON THE PLANS, THE ADAAG GUIDELINES SHALL TAKE PRECEDENCE AND THE CONTRACTOR SHALL NOTIFY THE PROJECT ENGINEER PRIOR TO ANY CONSTRUCTION.
15.) A PERMIT IS REQUIRED BY THE CITY OF BELLEVILLE DEPARTMENT OF PUBLIC WORKS FOR ALL DOWNSPOUTS AND ROOF DRAINS.
16.) A DRAINAGE PERMIT IS REQUIRED BY THE CITY OF BELLEVILLE DEPARTMENT OF PUBLIC WORKS FOR ALL PRIVATE STORM SEWERS.
17.) NO GRADE SHALL EXCEED 3:1 SLOPE UNLESS APPROVED BY GEOTECHNICAL ENGINEER.
18.) STORM WATER SHALL BE DISCHARGED AT AN ADEQUATE NATURAL DISCHARGE POINT. SINKHOLES ARE NOT ADEQUATE NATURAL DISCHARGE POINTS.
19.) ALL LANDSCAPED AREAS TO BE FILLED WITH A MINIMUM OF 6" OF TOPSOIL.
20.) ALL LANDSCAPED AREAS DISTURBED BY OFF-SITE WORK SHALL BE IMMEDIATELY SEEDING OR SODDING, AS DIRECTED BY THE CITY OF BELLEVILLE UPON COMPLETION OF WORK IN THE AREA AFFECTED.
21.) ADEQUATE TEMPORARY OFF-STREET PARKING FOR CONSTRUCTION EMPLOYEES SHALL BE PROVIDED BY THE GENERAL CONTRACTOR. PARKING ON NON-SURFACED AREAS SHALL BE PROHIBITED IN ORDER TO ELIMINATE THE CONDITION WHEREBY MUD FROM CONSTRUCTION AND EMPLOYEES' VEHICLES IS TRACKED ONTO THE PAVEMENT CAUSING HAZARDOUS ROADWAY AND DRIVEWAY CONDITIONS.
22.) ALL SEWER CONSTRUCTION AND MATERIALS TO BE IN ACCORDANCE WITH THE CITY OF BELLEVILLE STANDARD CONSTRUCTION SPECIFICATIONS FOR SEWERS AND DRAINAGE FACILITIES.
23.) NO ON-SITE ILLUMINATION SOURCE SHALL BE SO SITUATED THAT LIGHT IS CAST DIRECTLY ON ADJOINING PROPERTIES OR ROADWAYS.
24.) LANDSCAPING SHALL COMPLY WITH THE REQUIREMENTS OF THE CITY OF BELLEVILLE.
25.) ALL SIDEWALKS TO BE CONSTRUCTED TO THE CITY OF BELLEVILLE ADA STANDARDS.
26.) ALL PROPOSED IMPROVEMENTS SHALL BE CONSTRUCTED TO THE CITY OF BELLEVILLE STANDARDS.
27.) NO SLOPES SHALL EXCEED 3 (HORIZONTAL) TO 1 (VERTICAL) UNLESS JUSTIFIED BY A GEOTECHNICAL REPORT WHICH HAS BEEN ACCEPTED/APPROVED BY THE CITY OF BELLEVILLE.
28.) DRIVE ENTRANCES ARE TO BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF BELLEVILLE.
29.) NO STEP ALLOWED AT ACCESSIBLE ENTRANCE DOORS.
30.) ALL SIGN LOCATIONS AND SIZES MUST BE APPROVED SEPARATELY THROUGH THE PLANNING DIVISION.
31.) SITE DENSITY AND PARKING CALCULATIONS

Table with 2 columns: Building Height and Proposed Building Height. Values: Building Height (Per Section 162.246) = 100', Proposed Building Height = 31'±.

Table with 2 columns: Greenspace and Total Site Area. Values: Greenspace (includes parking lot landscape areas) = 36,571 s.f., Total Site Area = 76,495 s.f.

Table with 2 columns: Pavement Coverage and Total Site Area. Values: Pavement Coverage = 34,924 s.f., Total Site Area = 76,495 s.f.

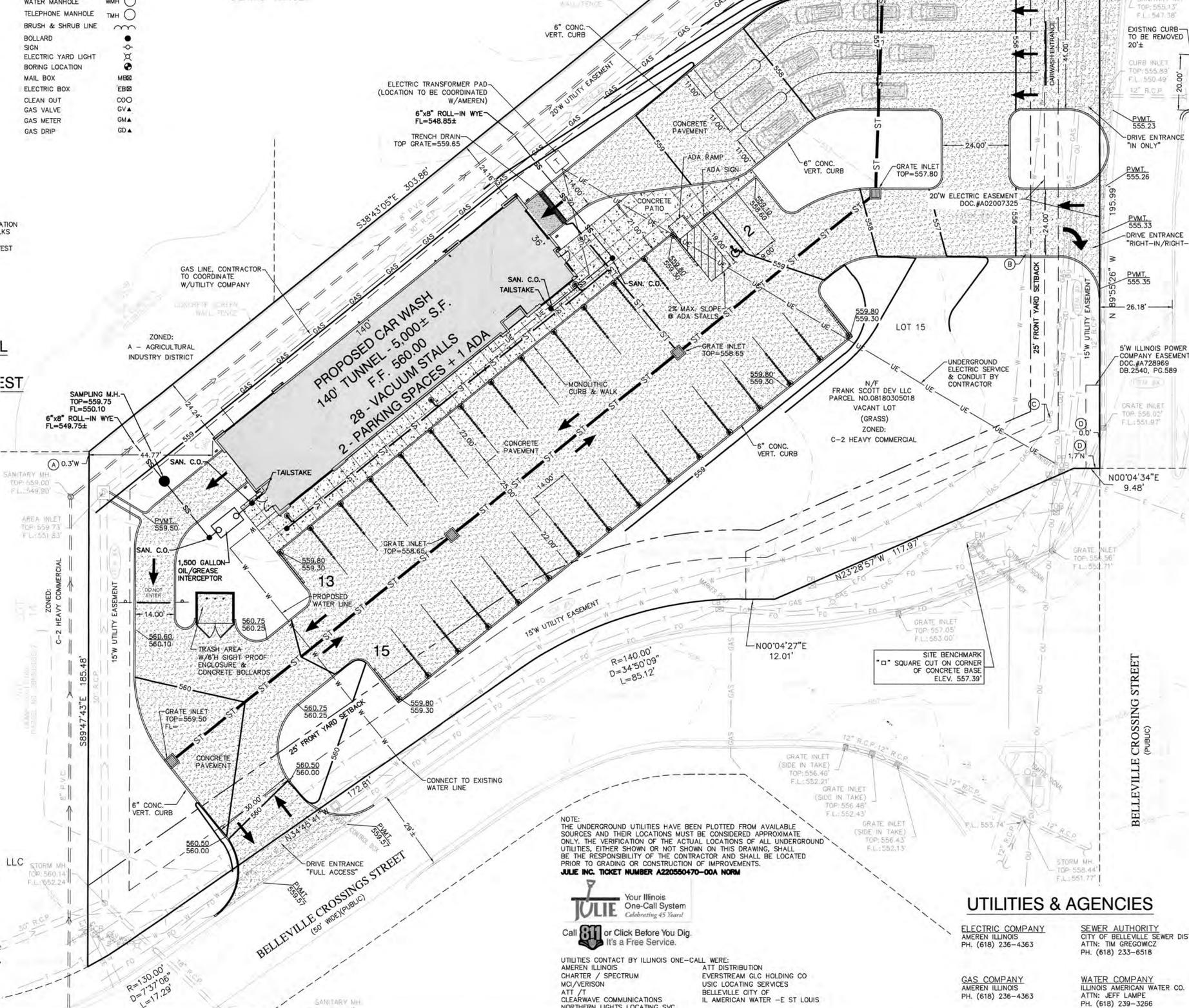
Table with 2 columns: Building Coverage and Total Site Area. Values: Building Coverage = 5,000 s.f., Total Site Area = 76,495 s.f.

Table with 2 columns: Parking Required and Parking Stalls Provided. Values: Parking Required for Wash Lane = 5 SPACES, Parking Stalls Provided = 3 SPACES.

Table with 2 columns: Stormwater Calculations. Values: Existing Runoff Calculations: Pervious = 1.76 ac. x 1.52 cfs./ac. = 2.43 cfs. Proposed Runoff Calculations: Pervious = 0.84 ac. x 1.52 cfs./ac. = 1.28 cfs., ImperVIOUS = 0.92 ac. x 4.11 cfs./ac. = 3.78 cfs., Total = 5.06 cfs.

DIFFERENTIAL RUNOFF: 5.06 cfs. - 2.43 cfs. = 2.63 cfs. increase

STORM WATER NOTE: OFF-SITE DETENTION IS PROVIDED BEHIND TARGET



NOTE: THE UNDERGROUND UTILITIES HAVE BEEN PLOTTED FROM AVAILABLE SOURCES AND THEIR LOCATIONS MUST BE CONSIDERED APPROXIMATE ONLY. THE VERIFICATION OF THE ACTUAL LOCATIONS OF ALL UNDERGROUND UTILITIES, EITHER SHOWN OR NOT SHOWN ON THIS DRAWING, SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND SHALL BE LOCATED PRIOR TO GRADING OR CONSTRUCTION OF IMPROVEMENTS.
JULIE INC. TICKET NUMBER A220560470-00A NORM

UTILITIES CONTACT BY ILLINOIS ONE-CALL WERE: AMEREN ILLINOIS, CHARTER / SPECTRUM, MCI/VERISON, ATT / T, CLEARWAVE COMMUNICATIONS, NORTHERN LIGHTS LOCATING SVC, ATT ILLINOIS, EVERSTREAM GLC HOLDING CO, USIC LOCATING SERVICES, BELLEVILLE CITY OF, IL AMERICAN WATER -E ST LOUIS

UTILITIES & AGENCIES

ELECTRIC COMPANY: AMEREN ILLINOIS PH. (618) 236-4363
SEWER AUTHORITY: CITY OF BELLEVILLE SEWER DISTRICT ATTN: TIM GREGOROWICZ PH. (618) 233-6518
GAS COMPANY: AMEREN ILLINOIS PH. (618) 236-4363
WATER COMPANY: ILLINOIS AMERICAN WATER CO. ATTN: JEFF LAMPE PH. (618) 239-3266

Site Development Plan for TIDAL WAVE
5940 BELLEVILLE CROSSING
BELLEVILLE, IL 62226

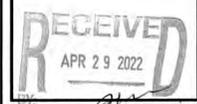
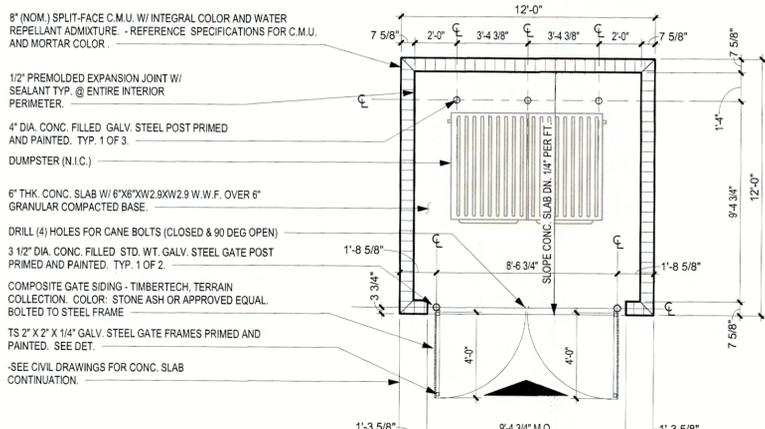
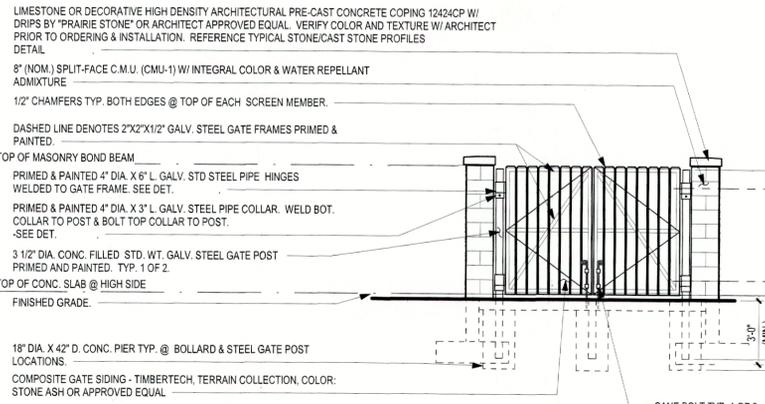


Table with 3 columns: Proj. #, No., Description, Date. Values: Proj. # 2230, No. Description, Date City Submittal 04/28/22

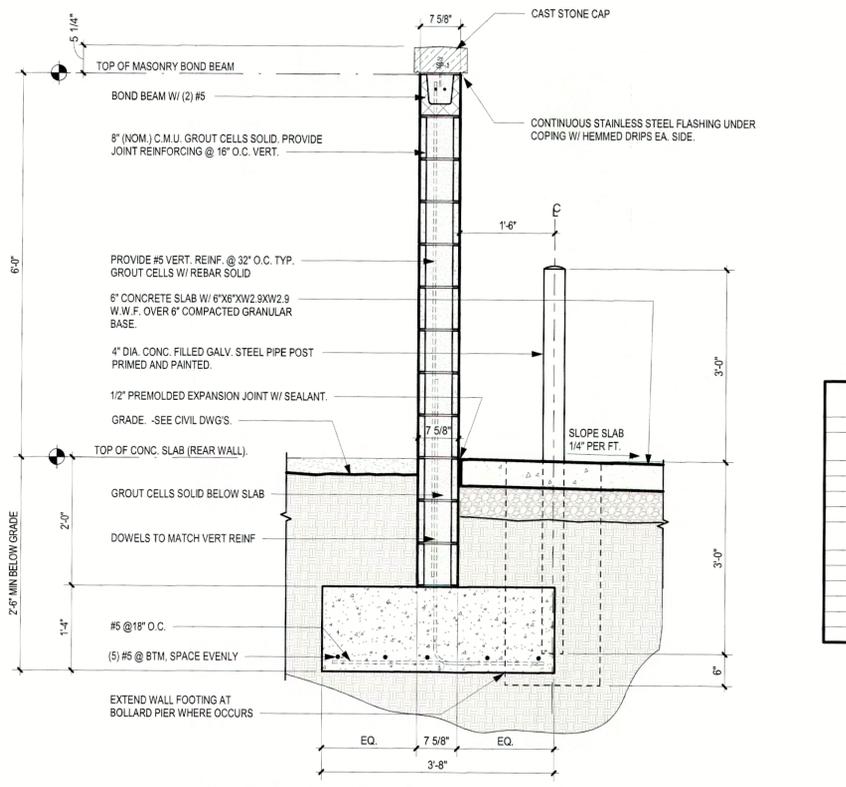
SITE DEVELOPMENT PLAN
DRAWING NO. C01



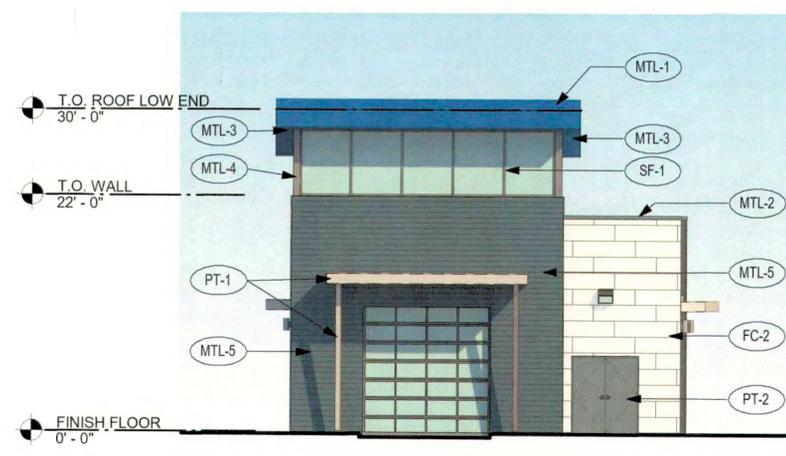
6 TRASH ENCLOSURE PLAN
1/4" = 1'-0"



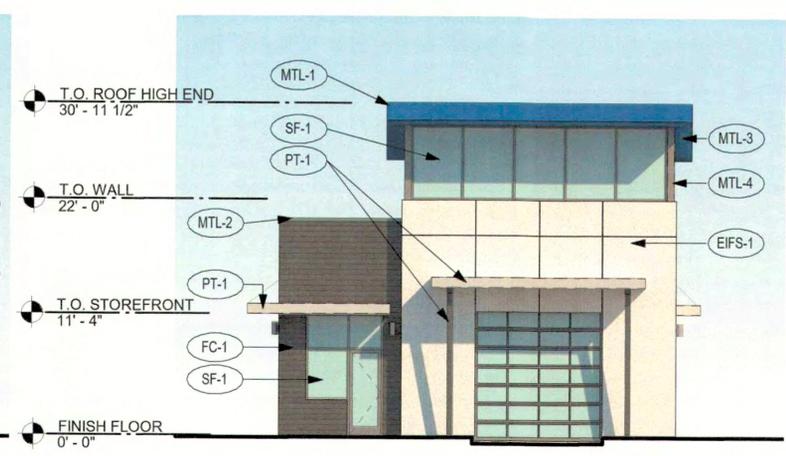
7 TRASH ENCLOSURE ELEVATION
1/4" = 1'-0"



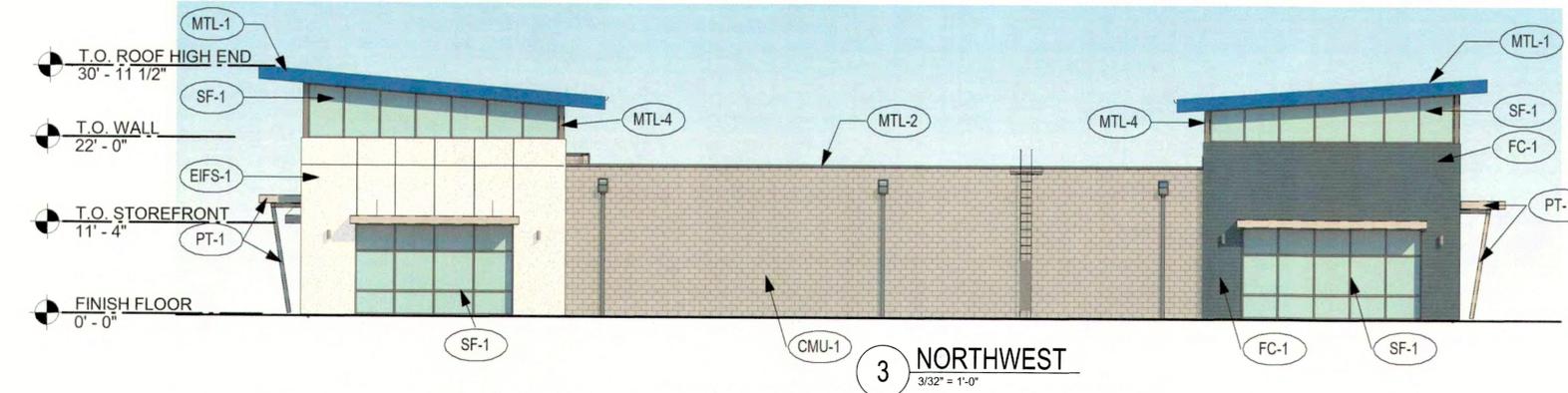
8 TRASH ENCLOSURE WALL SECTION
3/4" = 1'-0"



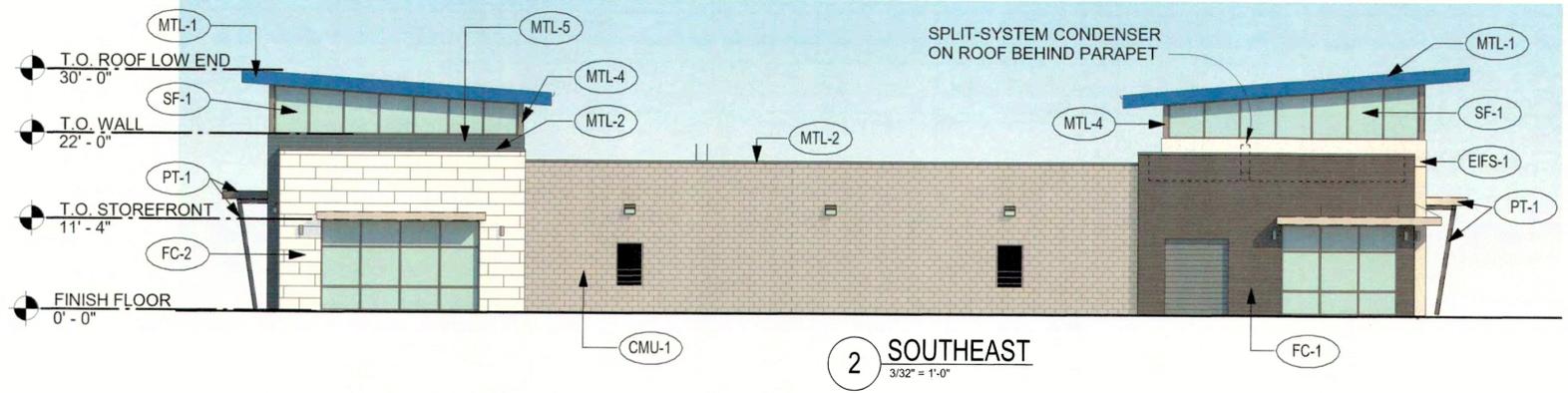
4 SOUTHWEST
1/8" = 1'-0"



5 NORTHEAST
1/8" = 1'-0"

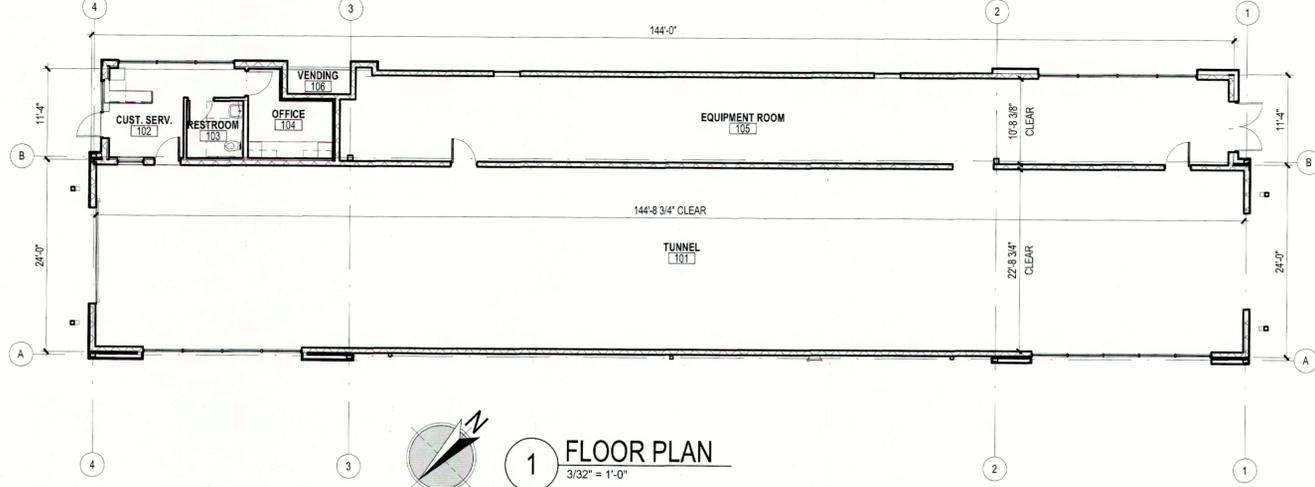


3 NORTHWEST
3/32" = 1'-0"

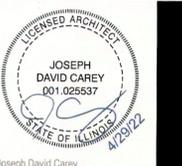


2 SOUTHEAST
3/32" = 1'-0"

MATERIALS LIST		
LABEL	MATERIAL	TYPE/COLOR
CMU-1	CONCRETE MASONRY UNIT	CAPITOL BUILDING PRODUCTS, REGULAR SPLIT FACE 190 OR SIMILAR
EIFS-1	EIFS	612 MOONLIGHT
FC-1	FIBER CEMENT	NICHIIA VINTAGE WOOD - COLOR: BARK
FC-2	FIBER CEMENT	NICHIIA ILLUMINATION SERIES, COLOR: TO MATCH EIFS-1
MTL-1	METAL	PRE-FINISHED METAL FASCIA, COLOR: AWARD BLUE
MTL-2	METAL	PRE-FINISHED METAL COPINGS, TRIMS, GUTTER, DOWNSPOUTS, COLOR: TO MATCH MTL-5
MTL-3	METAL	PRE-FINISHED METAL SOFFIT, COLOR: AWARD BLUE
MTL-4	METAL	BREAK METAL WRAP TO MATCH STOREFRONT
MTL-5	METAL	PAC CLAD M96 PANEL, COLOR: WEATHERED ZINC
PT-1	PAINT	SHERWIN WILLIAMS, SW 7647 CRUSHED ICE
PT-2	PAINT	SHERWIN WILLIAMS, MATCH MTL-5
SF-1	ALUMINUM	CLEAR ANODIZED ALUMINUM STOREFRONT SYSTEM



1 FLOOR PLAN
3/32" = 1'-0"



Joseph David Carey
Architect License No. 001.025537
Expires: 11/30/22

Archimages
architecture | interiors
Archimages, Inc. #184-001853 Expires 4/30/23
143 West Clinton Place St. Louis, Missouri 63122
www.archimages-stl.com P: [314] 965.7445 F: [314] 965.7477

TIDAL WAVE
BELLEVILLE

Proposed:
BELLEVILLE

No.	Date	Revision

Project No.
22016.8
Sheet No.
A700
Date
04/29/22

4/29/2022 10:40:46 AM I:\KOL\MM\corp.archimages-stl.com\share\22016.8\22016.8-5940 Belleville Crossing IL\F_DRAWINGS\22016.8-Belleville Crossing-RZ1.rvt

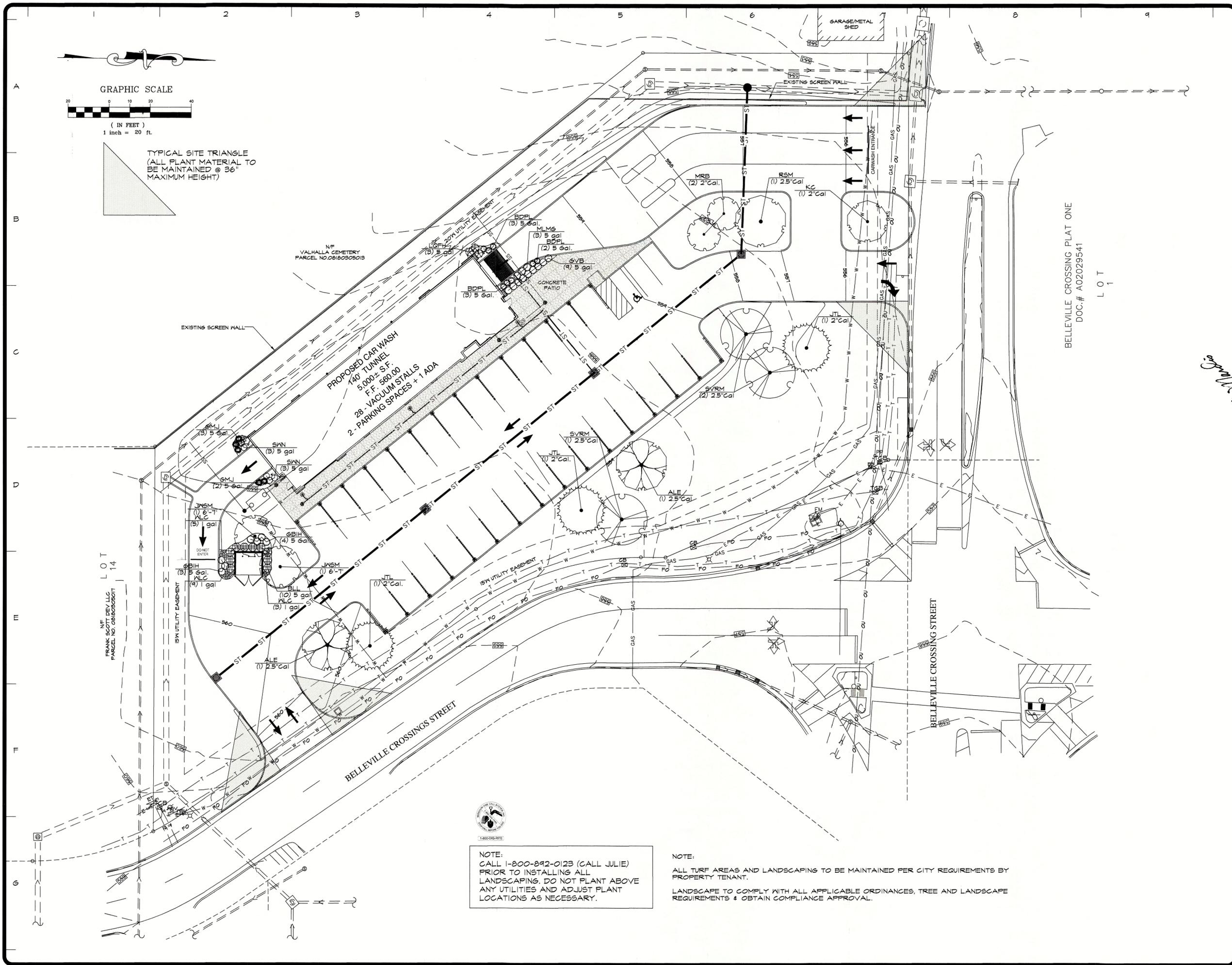
REVISIONS	BY

Landscap
TECHNOLOGIES
67 Jacobs Creek Drive
St. Louis, Missouri 63105
E. Landscaping & Horticultural Corporation

PLANNING ARCHITECT
RANDALL N. MARDIS
NUMBER 187-001184
REGISTERED LANDSCAPE ARCHITECT
DATE: 4/28/2022

PLANTING PLAN FOR THE PROPOSED
Tidal Wave Express Car Wash
5940 BELLEVILLE CROSSING BELLEVILLE, IL 62226

DRAWN
R. MARDIS
CHECKED
R. MARDIS
DATE
4/24/2022
SCALE
1" = 20'-0"
JOB No.
2022-125
SHEET
1-1
OF TWO SHEETS



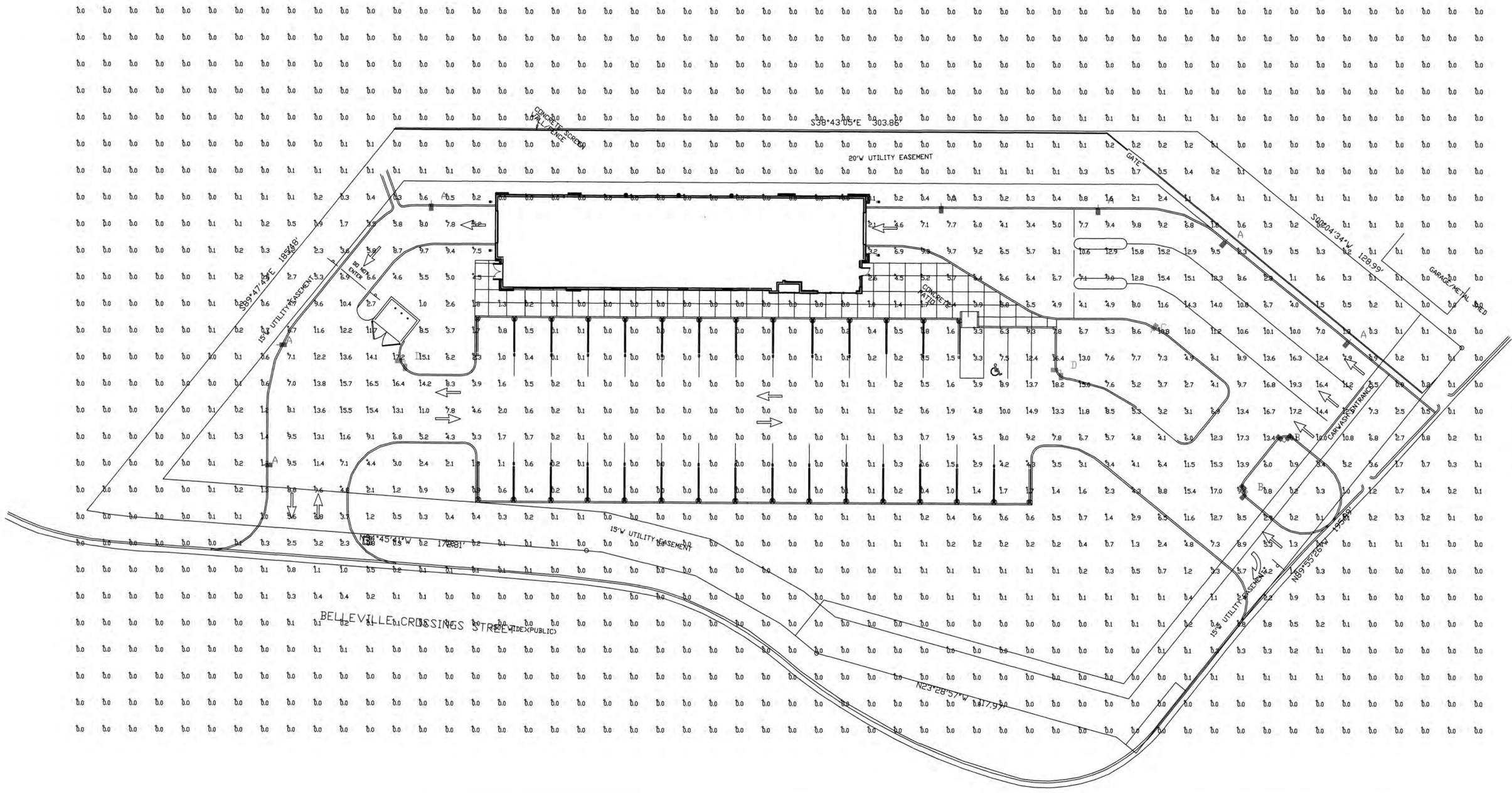
NOTE:
CALL 1-800-892-0123 (CALL JULIE)
PRIOR TO INSTALLING ALL
LANDSCAPING. DO NOT PLANT ABOVE
ANY UTILITIES AND ADJUST PLANT
LOCATIONS AS NECESSARY.

NOTE:
ALL TURF AREAS AND LANDSCAPING TO BE MAINTAINED PER CITY REQUIREMENTS BY
PROPERTY TENANT.
LANDSCAPE TO COMPLY WITH ALL APPLICABLE ORDINANCES, TREE AND LANDSCAPE
REQUIREMENTS & OBTAIN COMPLIANCE APPROVAL.

BELLEVILLE CROSSING PLAT ONE
DOC.# A02029541
LOT 1

LOT 14
N/F FRANK SCORBY ILLS
PARCEL NO. 0818292501T

TYPICAL SITE TRIANGLE
(ALL PLANT SITE MATERIAL TO
BE MAINTAINED @ 36"
MAXIMUM HEIGHT)



Luminaire Schedule									
Symbol	Qty	Label	Arrangement	Description	LLD	LDD	LLF	Arr. Lum. Lumens	Arr. Watts
	2	D	2 @ 90 DEGREES	SLM-LED-18L-SIL-FT-50-70CRI-D90-14'POLE+2'BASE	1000	1000	1.000	37808	270
	1	C	SINGLE	SLM-LED-18L-SIL-FT-50-70CRI-SINGLE-14'POLE+2'BASE	1000	1000	1.000	18904	135
	2	B	2 @ 90 DEGREES	SLM-LED-18L-SIL-FT-50-70CRI-IL-D90-14'POLE+2'BASE	1000	1000	1.000	24086	270
	7	A	SINGLE	SLM-LED-18L-SIL-FT-50-70CRI-IL-SINGLE-14'POLE+2'BASE	1000	1000	1.000	12043	135

Calculation Summary							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
ALL CALC POINTS	Illuminance	Fc	1.50	19.3	0.0	N.A.	N.A.
INSIDE CURB	Illuminance	Fc	5.54	19.3	0.0	N.A.	N.A.

Total Project Watts
Total Watts = 2160

LIGHTING PROPOSAL LD-155820

TIDAL WAVE
5940 BELLEVILLE CROSSING
BELLEVILLE, IL

BY: AVE	DATE: 04-28-22	REV: 1	SHEET 1 OF 1
---------	----------------	--------	--------------

SCALE: 1"=20'

**PHOTOMETRIC EVALUATION
NOT FOR CONSTRUCTION**

Based on the information provided, all dimensions and luminaire locations shown represent recommended positions. The engineer and/or architect must determine the applicability of the layout to existing or future field conditions.

This lighting plan represents illumination levels calculated from laboratory data taken under controlled conditions in accordance with The Illuminating Engineering Society (IES) approved methods. Actual performance of any manufacturer's luminaires may vary due to changes in electrical voltage, tolerance in lamps/LED's and other variable field conditions. Calculations do not include obstructions such as buildings, curbs, landscaping, or any other architectural elements unless noted. Fixture nomenclature noted does not include mounting hardware or poles. This drawing is for photometric evaluation purposes only and should not be used as a construction document or as a final document for ordering product.



CITY OF BELLEVILLE
ECONOMIC DEVELOPMENT, PLANNING AND ZONING DEPARTMENT

APPLICATION FOR SITE PLAN

Subject Property Address: 5940 BELLEVILLE CROSSING

Applicant/Developer Name: EDISON REAL ESTATE TWENTY FOUR, LLC

Mailing Address: 1154 GREYSTONE MANOR PARKWAY

City: CHESTERFIELD State: MO Zip: 63005

Telephone: 636-236-9946 Email: MNO50VITCH@HOTMAIL.COM

Property Owner Name: Frank Scott Developers, LLC

Mailing Address: 25 N. Brentwood Blvd.

City: St. Louis State: MO Zip: 63105

Telephone: 314-994-4444 Email: n/a

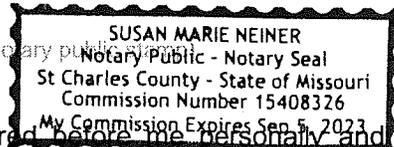
I certify that all of the above statements and the statements contained in any papers or plans submitted herewith are true and accurate. I consent to the entry in or upon the premises described in this application by any authorized official of the City of Belleville for the purpose of inspecting, or of posting, maintaining and removing such notices as may be required by law.

(Printed Applicant Name) MACE NOSOVITCH has appeared before me personally and certified that all of the above statements and the statements contained in any papers or plans submitted herewith are true and accurate.

Signature of Applicant: [Signature] Date: 4/27/22

Subscribed and Sworn to before this 27th day of April A.D., 20 22.
(day) (month) (year)

Notary Public: Susan Marie Neiner

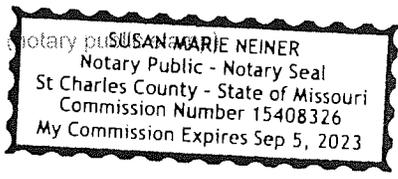


(Printed Owner) MACE NOSOVITCH has appeared before me personally and certified that all of the above statements and the statements contained in any papers or plans submitted herewith are true and accurate.

Signature of Owner: _____ Date: 4/27/22

Subscribed and Sworn to before this Owner under contract 27th day of April A.D., 20 22.
(day) (month) (year)

Notary Public: Susan Marie Neiner



Site Information:

Legal Description: Lots/Section(s): LOT 15 Block(s): _____
Subdivision: BELLEVILLE CROSSING PLAT 5

Project Name: TIDAL WAVE EXPRESS CAR WASH

Current Zoning: C-2

Current Use: VACANT

Proposed Use of Building: CAR WASH

Square Footage of Existing Building: N/A

Square Footage of Proposed Building: 5,200

Submittal Process:

- Completed Application submitted to Economic Development, Planning, and Zoning Department by noon on the last Friday of Month A.
- Staff meets first Thursday of Month B to discuss and review plans, returns comments.
- Staff meets with Applicant second Thursday of Month B to review revisions or answer questions regarding comments.
- Pending staff has signed off on all revisions, staff prepares materials for public meetings.
- Site Plan goes before Zoning Board of Appeals on fourth Thursday of Month B for a recommendation.
- Site Plan goes before Planning Commission on first Wednesday of Month C for a recommendation.
- Site Plan goes before next available City Council Meeting, either first or third Monday of Month C for final decision.
- If approved, submit copies of final Site Plan to Economic Development, Planning, and Zoning for recording with St. Clair County
- Submit building and construction plans to Health, Housing, and Building for review.
- Pre-Construction meeting, highly recommended
- Development Agreement executed, if applicable
- Building Permit Issued
- Final Acceptance is issued
- Commercial Occupancy Permit(s), Business License(s), and Sign Permit(s) applied for & issued

Economic Development, Planning, and Zoning Department
Belleville, Illinois 62220
Phone: 618-233-6810 x 1250 • Fax: 618-355-4260 • Email: EDPZ@belleville.net

Parties of Interest

Please provide contact information for all parties involved in project.

Principal Contact: BRANDON A. HARP, P.E. Title: PRINCIPAL
Business Name: CIVIL ENGINEERING DESIGN CONSULTANTS, INC.
Street Address: 10820 SUNSET OFFICE DRIVE SUITE 200
City: ST. LOUIS State: MO Zip: 63127
Telephone: 314-729-1400 EXT 221
Email: BHARP@CEDC.NET

Engineer: SAME
Business Name: _____
Street Address: _____
City: _____ State: _____ Zip: _____
Telephone: _____
Email: _____

Architect: JOE CAREY
Business Name: ARCHIMAGES, INC
Street Address: 143 WEST CLILNTON PLACE
City: ST. LOUIS State: MO Zip: 63122
Telephone: 314-965-7445
Email: JCAREY@ARCHIMAGES-STL.COM

Other: _____
Business Name: _____
Street Address: _____
City: _____ State: _____ Zip: _____
Telephone: _____
Email: _____

Other: _____
Business Name: _____
Street Address: _____
City: _____ State: _____ Zip: _____
Telephone: _____
Email: _____

(Attach additional sheets as necessary.)



Name of Event:
Date of Event:

Night of KSHE 95
Sat 072322

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): Lincoln Theatre

Name of Event: A Night of KSHE 95

Sat

Date of Event: July 23 Event Starting Time: 6:00pm Event Ending Time: 11pm

Date of Event: Event Starting Time: Event Ending Time:

Street Closure Time: N/A Street Re-Open Time:

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

Table with 4 columns: Name, Address, Phone, Email. Row 1: Dave Schoenborn, 618-567-5327, Lincoln_theatre@sbcglobal.net

Number of people (525) animals () vehicles () expected to participate.

Describe the event in detail:

Concert

Barricades

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

Reviewed/Revised: 06/12/17 JRM
Revised: 02/26/18 JRM 06/29/21 JRM

Night of KSHE 95
Sat 072322

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:

 No Street Closing just blocking parking spaces directly behind theatre for safety. Need to create a secured safety zone in parking spaces directly behind and adjacent to the theatre for Equipment and event production safety. With one space provided parking for one beer cooler for storage. _____

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

Does this event require any of the following?

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

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.

 David Schoenborn
Signature of Person Making Application

 David Schoenborn
Printed Name of Person Making Application

 103 E Main St Belleville IL
Mailing Address

 618-567-5327
Phone Number

 Lincoln Tehatre@sbcglobal.net
E-mail

DATE OF APPLICATION: June 6, 2022

Return this form (via mail or email):

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

Reviewed/Revised: 06/12/17 JRM
Revised: 02/26/18 JRM 06/29/21 JRM

OFFICE USE ONLY

Name of Event: Night of KSH95
Date of Event: Sat 07/23/22

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 be scheduled with all city staff and a representative of the event.
<input checked="" type="checkbox"/> Application <input checked="" type="checkbox"/> Event Map <input type="checkbox"/> Insurance Certificate	Date Received by City Clerk's Office: <u>06/06/22</u> Scheduled Meeting Date: <u>06/09/22</u> Date Approved by Staff: <u>06/09/22</u> Date on Council Agenda: <u>06/21/22</u> Notification Sent to Event Representative of Council Meeting: <u>06/09/22</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: 6/07/2022 INITIALS: CM #380

Fire Department: SITUATIONAL AWARENESS

APPROVED DENIED DATE: 6/9/22 INITIALS: FP

Public Works: Need Barricades in Back

APPROVED DENIED DATE: 6/9/22 INITIALS: cm

Maintenance Department: _____

APPROVED DENIED DATE: _____ INITIALS: _____

Jenny Meyer

From: Jenny Meyer
Sent: Thursday, June 09, 2022 11:25 AM
To: Lincoln Theatre
Cc: Jason Poole; Craig Maue; Lt Chris Mattingly; MSgt Rob Rust; jpenet; Dean Hardt; Kathy Kaiser; Erin Clifford; Niccy Cook
Subject: Night of KSHE 95

Dave:

Staff reviewed your request for the Night of KSHE 95 event.

Below is a synopsis of that meeting for your records:

Event:

- Saturday, July 23, 2022
- 6:00pm to 11:00pm
- Lincoln Theatre

Street Closure:

- City Parking Lot at corner of North High Street and East A Street
- Close up to 10 parking spots for safety zone/trailer parking

Public Works:

- Deliver barricades on Friday, July 22, 2022
- Pick-up barricades on Monday, July 24, 2022
- Organizers responsible to open/close parking spots, return barricades to their drop-off location for pick-up

Police Department:

- Situational awareness

Fire Department:

- Situational awareness

Maintenance Department:

- Situational awareness

Miscellaneous:

- *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.*

Your request goes to City Council for approval on Tuesday, June 21, 2022, 7:00pm, City Hall, Council Chambers, 101 South Illinois Street, Belleville, Illinois.

Upon their decision a letter will be sent to you.

Any questions, please do not hesitate to contact me.

Best,



Name of Event: Jo Dee Messina Concert
Date of Event: FRIDAY AUG 26 2022

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): Lincoln Theatre

Name of Event: Jo Dee Messina

FRIDAY
Date of Event: August 26, 2022 Event Starting Time: 8:00pm Event Ending Time: 11pm

Date of Event: _____ Event Starting Time: _____ Event Ending Time: _____

Street Closure Time: N/A Street Re-Open Time: _____

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

Name	Address	Phone	Email
Dave Schoenborn		618-567-5327	Lincoln_theatre@sbcglobal.net

Number of people (525) animals (_____) vehicles (_____) expected to participate.

Describe the event in detail:

Concert

Barricades & 10 bike racks

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

Reviewed/Revised: 06/12/17 JRM
Revised: 02/26/18 JRM 06/29/21 JRM

Name of Event: **Date of Event:**

OFFICE USE ONLY
Jo Dee Messing Concert
For 082622

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

 No Street Closing just blocking parking directly behind theatre for safety. Need to create a secured safety zone in parking lot directly behind and adjacent to the theatre for Jo Dee's bus and event production safety. With on space provided parking for one beer cooler for storage. _____

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?

- | | | |
|---|---|-------------------------|
| <input type="checkbox"/> Trash Containers | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | Number Requested: _____ |
| <input type="checkbox"/> Picnic Tables | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | Number Requested: _____ |
| <input type="checkbox"/> Sanitation Vehicle and Manpower | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | |
| <input type="checkbox"/> Electric (note on map location(s)) | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | Number Requested: _____ |
| <input type="checkbox"/> Music | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | Times: _____ |

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.

 David Schoenborn
Signature of Person Making Application

 David Schoenborn
Printed Name of Person Making Application

 103 E Main St Belleville IL
Mailing Address

 618-567-5327
Phone Number

 Lincoln_Tehatre@sbcglobal.net
E-mail



Stage Door
Human size

Stage Door
Double wide
for equipment

Secured
Zone

BUS

Test
Trailer

N High St

N High St

N High St

N High St

E Main St

N Jackson St

EAST

EAST

EAST

EAST

Google

Abe's Gourmet Popcorn

Almond Baking

George's Banquet Jewelers

George's Banquet Jewelers

Margaret's Mexican

Collings & Stuehrle

College of Art and Design

Edwards & Jones Financial Services

Children's Home Society

DATE OF APPLICATION: May 25, 2022

Return this form (via mail or email):

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

Reviewed/Revised: 06/12/17 JRM
Revised: 02/26/18 JRM 06/29/21 JRM

OFFICE USE ONLY: *to see Messing*

Name of Event: *Police Messing*

Date of Event: *06/08/22*

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 be scheduled with all city staff and a representative of the event.
<input checked="" type="checkbox"/> Application <input checked="" type="checkbox"/> Event Map <input type="checkbox"/> Insurance Certificate	Date Received by City Clerk's Office: <u>06/06/22</u> Scheduled Meeting Date: _____ Date Approved by Staff: _____ Date on Council Agenda: _____ Notification Sent to Event Representative of Council Meeting: _____
<input type="checkbox"/> Approved on: _____ <input type="checkbox"/> Denied on: _____ Notification Sent to Event Representative of Council Approval/Denial on: _____	

STAFF REVIEW SECTION

Police Department: Situational Awareness

APPROVED DENIED DATE: 6/07/2022 INITIALS: CM #380

Fire Department: SITUATIONAL AWARENESS

APPROVED DENIED DATE: 6/9/22 INITIALS: PEP

Public Works: Need Barricades in Parking lot and
10 Steel Barricades

APPROVED DENIED DATE: 6/9/22 INITIALS: CM

Maintenance Department: _____

APPROVED DENIED DATE: _____ INITIALS: _____

Jenny Meyer

From: Jenny Meyer
Sent: Thursday, June 09, 2022 12:10 PM
To: Lincoln Theatre
Cc: Jason Poole; jpenet; Craig Maue; Lt Chris Mattingly; MSgt Rob Rust; Kathy Kaiser; Dean Hardt; Erin Clifford; Niccy Cook
Subject: Jo Dee Messina

Dave:

Staff reviewed your request for the Jo Dee Messina Concert.

Below is a synopsis of that meeting for your records:

Event:

- Friday, August 26, 2022
- 8:00pm to 11:00pm
- Lincoln Theatre

Street Closure:

- City Parking Lot at corner of North High Street and East A Street
- Close up to 20 parking spots for safety zone/trailer parking

Public Works:

- Deliver barricades and 10 metal bike racks on Thursday, August 26, 2022
- Pick-up barricades and 10 metal bike racks on Monday, August 28, 2022
- Organizers responsible to open/close parking spots, return barricades to their drop-off location for pick-up

Police Department:

- Situational awareness

Fire Department:

- Situational awareness

Maintenance Department:

- Situational awareness

Miscellaneous:

- *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.*

Your request goes to City Council for approval on Tuesday, June 21, 2022, 7:00pm, City Hall, Council Chambers, 101 South Illinois Street, Belleville, Illinois.

Upon their decision a letter will be sent to you.

Any questions, please do not hesitate to contact me.

Best,



OFFICE USE ONLY
 Name of Event: Student Performance Camp
 Date of Event: Feb 07 2022

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): Melodic Rhythms (110 N HIGH)
 Name of Event: Student Performance Camp
 Date of Event: 7/22/22 Event Starting Time: 6:00pm Event Ending Time: 10:00pm
 Street Closure Time: N/A Street Re-Open Time: N/A

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

Name	Address	Phone	Email
<u>Garrett Peek</u>	[REDACTED]	[REDACTED]	[REDACTED]

Number of people (50?) animals (____) vehicles (2) expected to participate.

Describe the event in detail:

We are putting a small stage in our parking lot for our music students to perform for the parents. We are asking for some spaces in the public lot on corner of Edmond Jackson for 2 food trucks to park and sell to parents.

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

Stationary event

Block off 4 stalls in City lot - food trucks
No parking & barricades

OFFICE USE ONLY
Name of Event: Student Performance Camp
Date of Event: 6/1 072222

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: 6:00 - 10:00pm
 - 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] Garrett Peck
Signature of Person Making Application Printed Name of Person Making Application

[Redacted]
Mailing Address

[Redacted]
Phone Number E-mail

DATE OF APPLICATION: 5/20/22

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

Name of Event: Student Performance Camp
Date of Event: 02/08/22

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 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>06/01/22</u> Scheduled Meeting Date: <u>06/09/22</u> Date Approved by Staff: <u>06/09/22</u> Date on Council Agenda: <u>06/21/22</u> Notification Sent to Event Representative of Council Meeting: <u>06/09/22</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: AAA Situational Awareness

APPROVED DENIED DATE: 6/07/2022 INITIALS: CM #380

Fire Department: AAA FOOD TRUCK INSPECTION

APPROVED DENIED DATE: 6/9/22 INITIALS: REP

Public Works: AAA ~~Barricades to parking spots for~~
~~2 front roads~~ No Parking Signage for 4 spots
and Barricades.

APPROVED DENIED DATE: 6/9/22 INITIALS: CM

Maintenance Department: AAA

APPROVED DENIED DATE: _____ INITIALS: _____



OFFICE USE ONLY
 Name of Event: Student Performance Camp
 Date of Event: 01/08/22

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): Melodic Rhythms (HON High)
 Name of Event: Student Performance Camp Week 2
 Date of Event: 8/15/22 Event Starting Time: 6:00pm Event Ending Time: 10:00pm
 Street Closure Time: N/A Street Re-Open Time: N/A

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

Name	Address	Phone	Email
<u>Garrett Peck</u>	[REDACTED]	[REDACTED]	[REDACTED]

Number of people (50?) animals () vehicles (2) expected to participate.

Describe the event in detail:

We are putting a small stage in our parking lot for our music students to perform for the parents. We are asking for some spaces in the public lot on corner of E. B and N. Jackson for 2 food trucks to park and sell to parents

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

Stationary event

Block off 4 parking stalls
 stalls no parking

OFFICE USE ONLY
Name of Event: Student Performance Camp
Date of Event: 6/1 080522

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: 6:00 - 10:00pm
 - 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: Garrett Peck

Mailing Address: _____

Phone Number: _____ E-mail: _____

DATE OF APPLICATION: 5/12/22

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

Name of Event: Student Performance Camp

Date of Event: 6/10/22

<p align="center">CHECKLIST (FOR USE BY CITY PERSONNEL ONLY)</p>	<p align="center">EVENT INFORMATION (FOR USE BY CITY PERSONNEL ONLY) Completed application/documentation to be sent to city staff prior to meeting. Meeting will be scheduled with all city staff and a representative of the event.</p>
<p><input checked="" type="checkbox"/> Application</p> <p><input type="checkbox"/> Event Map</p> <p><input type="checkbox"/> Insurance Certificate</p>	<p>Date Received by City Clerk's Office: <u>060122</u></p> <p>Scheduled Meeting Date: <u>060922</u></p> <p>Date Approved by Staff: <u>060922</u></p> <p>Date on Council Agenda: <u>062122</u></p> <p>Notification Sent to Event Representative of Council Meeting: <u>060922</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: ~~N/A~~ Situational Awareness

APPROVED DENIED DATE: 6/07/2022 INITIALS: CM #380

Fire Department: ~~N/A~~ Food Truck Inspections

APPROVED DENIED DATE: 6/9/22 INITIALS: FED

Public Works: ~~N/A~~ ~~Remove some parking spots for food trucks in the lot on E. Bond Jackson St adjacent to Melodic Rhythms. No parking signage for 4 spots & barrier~~

APPROVED DENIED DATE: 6/9/22 INITIALS: cm

Maintenance Department: ~~N/A~~

APPROVED DENIED DATE: _____ INITIALS: _____

Jenny Meyer

From: Jenny Meyer
Sent: Thursday, June 09, 2022 12:26 PM
To: Garrett Peek
Cc: jpenet; Jason Poole; Craig Maue; Lt Chris Mattingly; MSgt Rob Rust; Kathy Kaiser; Erin Clifford; Niccy Cook
Subject: STUDENT PERFORMANCE CAMP WEEK 1
Attachments: FoodTruckFactSheet-1.pdf; BFD Downtwn Event Regulations.pdf; Itinerant Merchant and Mobile Commerce Vendor Application.pdf

Garrett:

Staff met this morning to review your request for the Student Performance Camp Week 1 & 2.

Below see a synopsis of the events for your records:

Event:

- Student Performance Camp Week 1
 - Friday, July 22, 2022
 - 6:00pm to 10:00pm
 - Melodic Rhythms – 110 North High
 - Outdoor student music event on property
 - Music 6:00pm to 10:00pm

- Student Performance Camp Week 2
 - Friday, August 15, 2022
 - 6:00pm to 10:00pm
 - Melodic Rhythms – 110 North High
 - Outdoor student music event on property
 - Music 6:00pm to 10:00pm

Street Closure:

- Not applicable
- Use of 4 parking spaces at City parking lot corner of North Jackson & East "B" Street
- Located along building of Melodic Rhythms

Public Works:

- "No Parking" signage on Thursday, July 21, 2022 for four parking stalls along building at 110 North High Street
- Deliver barricades on Thursday, July 21, 2022 for parking stalls. Pick-up barricades on Monday, 24, 2022
- Organizers responsible to close off parking stalls and reopening on Friday, July 22, 2022 and placing barricades in their drop-off location after event

- "No Parking" signage on Thursday, August 14, 2022 for four parking stalls along building at 110 North High Street
- Deliver barricades on Thursday, August 14, 2022 for parking stalls. Pick-up barricades on Monday, 24, 2022
- Organizers responsible to close off parking stalls and reopening on Friday, August 15, 2022 and placing barricades in their drop-off location after event

Fire Department:

- Food trucks to follow BFP Downtown Event guidelines (attached)
- Inspection of food truck operations for safety during event

Police Department:

- Situational awareness

Maintenance Department:

- Situational awareness

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**
- *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, if you would like additional promotion.*

Your request will go to City Council for final decision on Tuesday, June 21, 2022, 7:00pm, City Hall, Council Chambers, 101 South Illinois Street, Belleville, Illinois 62220.

Upon decision by the Council an email will be sent to the organizers.

If you have any questions, please do not hesitate to contact me.

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



OFFICE USE ONLY

Name of Event: Class of 71 Reunion-W

Date of Event: FDI 091622

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): Class of 1971 West/Tavern on Main

Name of Event: Class Reunion BTHS WEST 1971

FDI
Date of Event: 9-16-22 Event Starting Time: 3PM Event Ending Time: 11:59pm

Street Closure Time: 8AM Street Re-Open Time: 11:59 pm

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

Name	Address	Phone	Email
MARK ONSTOTT	[REDACTED]	[REDACTED]	Tavern on main 618 @ gmail.com

Number of people (250) animals (NO) vehicles (NO) expected to participate.

Describe the event in detail:

Class Reunion with food + beverage
Live music + Tent.
Event has been approved by OKTORBEST
Committee.

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

N/A

Reviewed/Revised: 06/12/17 JRM
Revised: 02/26/18 JRM

SPECIAL EVENT LICENSE

OKTORBEST - Private Event
Tavern - Private Event

OKTORBEST - AS MANY AS PIVIL TABLES

Name of Event: Class of 71 Reunion-W
Date of Event: Fri 09/16/22

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

Street closure from East Main ST TO
Alley on North Church Street

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: 8
- Picnic Tables Yes No Number Requested: 20 Only 4 available
- Sanitation Vehicle and Manpower Yes No
- Electric (note on map location(s)) Yes No Number Requested: _____

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

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

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

[Redacted Signature] Mark Onstott
Signature of Person Making Application Printed Name of Person Making Application

301 E. Main St. Belleville 62220
Mailing Address

[Redacted Phone Number] Tavern on main 618@gmail.com
Phone Number E-mail

DATE OF APPLICATION: 6-7-22

Return this form (via mail or email):

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

OFFICE USE ONLY

Name of Event: Class of 1971 Reunion - We

Date of Event: FRI 09/16/22

<p align="center">CHECKLIST (FOR USE BY CITY PERSONNEL ONLY)</p>	<p align="center">EVENT INFORMATION (FOR USE BY CITY PERSONNEL ONLY) Completed application/documentation to be sent to city staff prior to meeting. Meeting will be scheduled with all city staff and a representative of the event.</p>
<input checked="" type="checkbox"/> Application <input type="checkbox"/> Event Map <input type="checkbox"/> Insurance Certificate	<p>Date Received by City Clerk's Office: <u>06/07/22</u></p> <p>Scheduled Meeting Date: <u>06/09/22</u></p> <p>Date Approved by Staff: <u>06/09/22</u></p> <p>Date on Council Agenda: <u>06/21/22</u></p> <p>Notification Sent to Event Representative of Council Meeting: <u>06/09/22</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: _____

APPROVED DENIED DATE: _____ INITIALS: _____

Fire Department: SITUATIONAL AWARENESS

APPROVED DENIED DATE: 6/9/22 INITIALS: FCP

Public Works: Barricades Needed for street

Closure - 8 Trash Toters -

Any Picnic Table Available

APPROVED DENIED DATE: 6/9/22 INITIALS: CM

Maintenance Department: _____

APPROVED DENIED DATE: _____ INITIALS: _____

Jenny Meyer

From: Jenny Meyer
Sent: Thursday, June 09, 2022 12:47 PM
To: tavernonmain618@gmail.com
Cc: jpenet; Jason Poole; Craig Maue; Lt Chris Mattingly; MSgt Rob Rust; Kathy Kaiser; Dean Hardt; Erin Clifford; Niccy Cook
Subject: BELLEVILLE WEST CLASS OF 1971 REUNION

Mark:

Staff reviewed your request for the Belleville West Class of 1971 Reunion.

Below is a synopsis of the event:

Event:

- Belleville West Class of 1971 Reunion (Tavern on Main)
- Friday, September 16, 2022
- 3:00pm to 11:59pm

Street Closure:

- North Church from East Main to alley entrance(s)
- 8:00am to 11:59pm
- Use of Gas Light Patio

Public Works:

- Post "No Parking" signage on Thursday, September 15, 2022
- Deliver 8 trash toters on Thursday, September 15, 2022 to Gas Light Patio and pick-up Monday, September 19, 2022. Organizers responsible to place toters in their drop-off location for pick-up.
- Deliver 4 picnic tables (if more become available; deliver up to 24) on Thursday, September 15, 2022 to Gas Light Patio and pick-up Monday, September 19, 2022. Organizers responsible to place picnic tables in their drop-off location for pick-up.
- PLEASE NOTE: due to other events already scheduled the City only has four(4) picnic tables available for this event; if more become available this event will be given priority for availability
- Deliver barricades on Thursday, September 15, 2022 to Gas Light Patio
- Organizers responsible for closing/opening street at allotted times as approved by Council.

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)

- Special Event Liquor License is required. Please contact Erin Clifford, Mayor's Administrative Assistant, (618) 233-6810, prior to event to obtain license
- *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*
- **Event Committee spoke to Oktoberfest Committee – okay with closure during their event**
- Tavern on Main must note this is a PRIVATE EVENT and CANNOT sell any alcoholic beverages for patrons of the Oktoberfest. Special Event Liquor License will only cover consumption as noted on license.

Your request will go to City Council for final decision on Tuesday, June 21, 2022, 7:00pm, City Hall, Council Chambers, 101 South Illinois Street, Belleville, Illinois 62220.

Upon decision by the Council an email will be sent to the organizers.

If you have any questions, please do not hesitate to contact me.

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



Name of Event: Class of 70 Reunion - E
Date of Event: Sat 10/1/22

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): Class of 1970 East Tavern on Main

Name of Event: Belleville East Class Reunion 1970

Date of Event: 10-1-22 Event Starting Time: 8:30 AM Event Ending Time: 11:59 PM

Street Closure Time: 8 AM Street Re-Open Time: 11:59 PM

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

Name	Address	Phone	Email
Mark Dinstott	[REDACTED]	[REDACTED]	Tavernonmain618@gmail.com

Number of people (250) animals (No) vehicles (NO) expected to participate.

Describe the event in detail:

Class Reunion East 1970 with food + bev.
live music + tent

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

N/A

Barriers
No Parking

Reviewed/Revised: 06/12/17 JRM

Revised: 02/26/18 JRM

PRIDEEST - 30 PENC TRLS

LOPPEE FIDE - 10 PENC TRLS TRCD - 10 PENC TRLS

Name of Event: Mass of 70th Anniversary - E
Date of Event: Sat 10/1/22

Are you requesting streets to be closed? If so, list specifics below and note on map of event route:
North Church street from East Main ST
to alley.

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: 10
- Picnic Tables Yes No Number Requested: 24
- Sanitation Vehicle and Manpower Yes No available
- Electric (note on map location(s)) Yes No Number Requested: _____

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

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

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

[Redacted Signature] Mark Onstott
Signature of Person Making Application Printed Name of Person Making Application
301 E. Main St Belleville 62220

[Redacted Phone Number] tavernonmain618@gmail.com
Phone Number E-mail

DATE OF APPLICATION: 6-7-22

Return this form (via mail or email):

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

OFFICE USE ONLY

Name of Event: CLASS OF '70 REUNION - E
Date of Event: SAT 10/1/22

<p align="center">CHECKLIST (FOR USE BY CITY PERSONNEL ONLY)</p>	<p align="center">EVENT INFORMATION (FOR USE BY CITY PERSONNEL ONLY) Completed application/documentation to be sent to city staff prior to meeting. Meeting will be scheduled with all city staff and a representative of the event.</p>
<p><input checked="" type="checkbox"/> Application</p> <p><input type="checkbox"/> Event Map</p> <p><input type="checkbox"/> Insurance Certificate</p>	<p>Date Received by City Clerk's Office: <u>06/01/22</u></p> <p>Scheduled Meeting Date: <u>06/09/22</u></p> <p>Date Approved by Staff: <u>06/09/22</u></p> <p>Date on Council Agenda: <u>06/21/22</u></p> <p>Notification Sent to Event Representative of Council Meeting: <u>06/09/22</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: _____

APPROVED DENIED DATE: _____ INITIALS: _____

Fire Department: SITUATIONAL AWARENESS

APPROVED DENIED DATE: 6/9/22 INITIALS: PEP

Public Works: Barricades + No Parking for street closure need 10 Trash Bsters and 20 Picnic Tables

APPROVED DENIED DATE: _____ INITIALS: _____

Maintenance Department: _____

APPROVED DENIED DATE: _____ INITIALS: _____

Jenny Meyer

From: Jenny Meyer
Sent: Thursday, June 09, 2022 12:56 PM
To: tavernonmain618@gmail.com
Cc: jpenet; Jason Poole; Craig Maue; Lt Chris Mattingly; MSgt Rob Rust; Kathy Kaiser; Dean Hardt; Niccy Cook; Erin Clifford
Subject: Belleville East Class of 1970 Reunion

Mark:

Staff reviewed your request for the Belleville East Class of 1970 Reunion.

Below is a synopsis of the event:

Event:

- Belleville East Class of 1970 Reunion (Tavern on Main)
- Saturday, October 1, 2022
- 3:00pm to 11:59pm

Street Closure:

- North Church from East Main to alley entrance(s)
- 8:00am to 11:59pm
- Use of Gas Light Patio

Public Works:

- Post "No Parking" signage on Friday, September 30, 2022
- Deliver 10 trash toters on Friday, September 30, 2022 to Gas Light Patio and pick-up Monday, October 3, 2022. Organizers responsible to place toters in their drop-off location for pick-up.
- Deliver 20 picnic tables (if more become available; deliver up to 24) on Friday, September 30, 2022 to Gas Light Patio and pick-up Monday, October 3, 2022. Organizers responsible to place picnic tables in their drop-off location for pick-up.
- PLEASE NOTE: due to other events already scheduled the City only has twenty (20) picnic tables available for this event; if more become available this event will be given priority for availability
- Deliver barricades on Friday, September 30, 2022 to Gas Light Patio
- Organizers responsible for closing/opening street at allotted times as approved by Council.

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)**

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

Your request will go to City Council for final decision on Tuesday, June 21, 2022, 7:00pm, City Hall, Council Chambers, 101 South Illinois Street, Belleville, Illinois 62220.

Upon decision by the Council an email will be sent to the organizers.

If you have any questions, please do not hesitate to contact me.

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_ILL



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



Stay away from sick people



Wear a mask when in public

RESOLUTION NO. 3446

A RESOLUTION AMENDING THE ANNUAL BUDGET OF THE CITY OF BELLEVILLE, ILLINOIS FOR THE FISCAL YEAR BEGINNING ON THE FIRST DAY OF MAY 2022 AND ENDING ON THE 30TH DAY OF APRIL, 2023.

WHEREAS, the City of Belleville has passed an ordinance establishing the annual budget for the City of Belleville, Illinois for the fiscal year beginning May 1, 2022 and ending April 30th, 2023; and,

WHEREAS, 65 ILCS 5/8-2-9.6 provides that by a 2/3 vote of the members of the corporate authorities then holding office, the annual budget for the municipality may be revised by deleting, adding to, changing or creating subclasses within object classes and object classes themselves; and,

WHEREAS, it is necessary that said annual budget be amended.

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

Section 1. The annual budget is hereby amended by changing the amounts budgeted in accounts shown on Exhibit “A” attached hereto from the figure shown under the column titled “Original Budgeted Amount” to the figure shown under the column “Revised Budgeted Amount”. The source of funds for these additions is explained on Exhibit “A”.

PASSED by 2/3 vote of the City Council of the City of Belleville, Illinois on the _____ day of _____, 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 _____
Kara Osthoff _____

APPROVED by the Mayor of the City of Belleville, Illinois this ____th day of _____, 2022.

MAYOR

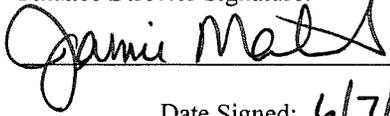
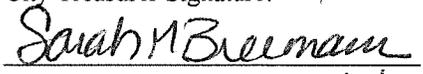
ATTEST:

CITY CLERK

REQUEST FOR SUPPLEMENTAL AMENDMENT - **BUDGET** – 2022-2023

DEPARTMENT/ DIVISION	ACCOUNT NUMBER (LINE ITEM)	LINE ITEM DESCRIPTION	ORIGINAL BUDGETED AMOUNT	AMOUNT OF TRANSFER	REVISED BUDGETED AMOUNT
Recreation Fund	07-00-89000	Other Improvements	0	+308,420	308,420

Reason for amendments: Encumbrances April 30, 2022

Department Head Signature: _____ Date Signed: _____	Finance Director Signature:  _____ Date Signed: <u>6/7/22</u>	City Treasurer Signature:  _____ Date Signed: <u>6/8/22</u>
---	---	---

Completed By:	J. Maitret	Date Completed:	6-6-22	Entered By:		Date Entered:	
---------------	------------	-----------------	--------	-------------	--	---------------	--

ORDINANCE NO. 9057-2022

A ZONING ORDINANCE IN RE CASE #13-APR22-
Sri Lakshmi Mini Mart, 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 operate a convenience store and a Special Use Permit for use of a liquor license at 530 N. Douglas (08-22.0-128-001) located in a "C-2" Heavy Commercial District. (Applicable sections of the zoning code: 162.145, 162.248, 162.515) Ward 1.

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 operate a convenience store and a Special Use Permit for use of a liquor license at 530 N. Douglas (08-22.0-128-001) located in a "C-2" Heavy Commercial District is hereby **denied**. (Applicable sections of the zoning code: 162.145, 162.248, 162.515) Ward 1.

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

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

PASSED by the City Council of the City of Belleville, Illinois, on this 21st day of June, 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	_____	_____
Kara Osthoff	_____	_____

APPROVED by the Mayor of the City of Belleville, Illinois this 22nd day of June, 2022.

PATTY GREGORY, MAYOR

ATTEST:

JENNIFER GAIN MEYER, CITY CLERK

ORDINANCE NO. 9058-2022

AN ORDINANCE AMENDING TITLE III (ADMINISTRATION), CHAPTER 30 (CITY COUNCIL), SECTION 30.19 (STANDING COMMITTEES) 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 30.19** is hereby amended by repealing Section 30.19 (Standing Committees) in its entirety, and substituting in lieu thereof Section 30.19 (Standing Committees), as follows:

§ 30.19 STANDING COMMITTEES.

(A) The following standing committees shall be appointed by the Mayor, subject to the advice and consent of the City Council, at the first meeting of the City Council occurring after its annual election for Aldermen, in each year, or as soon thereafter as may be convenient:

- (1) Finance;
- (2) Police and Fire;
- (3) Master Sewer;
- (4) Streets and Grades;
- (5) Traffic;
- (6) Public Health and Housing;
- (7) Personnel;
- (8) Economic Development and Annexation; and
- (9) Ordinance and Legal Review.

(B) The above standing committees shall consist of the following members: Economic Development and Annexation Committee, Finance, Police and Fire, Master Sewer, ~~and~~ Streets and Grades **and Ordinance and Legal Review**: eight Aldermen; all other standing committees shall consist of five Aldermen, except the Public Health and Housing Committee. The Public Health and Housing Committee shall consist of five Aldermen and one representative from the Belleville Board of Realtors. The Finance, Economic Development and Annexation Committee, Police and Fire, Master Sewer, ~~and~~ Streets and Grades **and Ordinance and Legal Review** committees shall consist of one Alderman from each ward.

(C) The Mayor shall be ex-officio member of all committees.

(D) Notices to the members of the different committees of the Council, and notices to all other persons, whose attendance may be required before any such committee when so directed by the Chairperson thereof, shall be served by the Chief of Police.

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

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

PASSED by the City Council of the City of Belleville, Illinois, on this 21st day of June, 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 22nd day of June, 2022.

MAYOR

ATTEST:

CITY CLERK

ORDINANCE NO. 9059-2022

AN ORDINANCE AMENDING TITLE III (ADMINISTRATION), CHAPTER 33 (PUBLIC SAFETY; LAW ENFORCEMENT), SECTION 33.025 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 33.025 is hereby amended by repealing Section 33.025 (Private Watchmen) in its entirety, and substituting in lieu thereof Section 33.025 (Police Marshal), as follows:

§ 33.025 PRIVATE WATCHMEN POLICE MARSHAL.

~~Private watchmen may be appointed on the application and at the expense of railroad or other companies or corporations, or of individuals. Such person so appointed shall, before entering upon his or her duties, execute to the city a good and sufficient bond in the penal sum of \$20,000 conditioned for the faithful performance of his or her duties. Thereupon, such person shall have the powers and exercise the duties of a police officer within the district for which he or she is appointed, and shall be subject to the orders of the Mayor and Chief of Police. He or she shall obey all provisions of this code and the rules and regulations of the Police Department, and shall wear such dress and emblems as may be directed. Any person so appointed may be removed at any time after due notice being given to the person who applied for his or her appointment.~~

The Chief of Police shall appoint Police Marshal(s) to maintain security for City Hall and other City Buildings open to the public. They will ensure order maintenance for City Employees, Department Heads, Elected Officials, and the General Public. Police Marshals shall perform additional duties and/or staffing assignments as directed by the Chief of Police or his designee in accordance with the Police Marshal Job Description. Police Marshals are Conservators of the Peace possessing the same powers of arrest, search and seizure and the securing and service of warrants as the Sheriff of St. Clair County and Police Officers of the City of Belleville. Police Marshals shall wear department uniforms, carry department issued weapons, credentials and other equipment while performing their ascribed duties approved by the Chief of Police. Police Marshals are part-time non-union positions. In the event of a natural or man-made disaster, other civil emergency, or emergency declaration by the Mayor, Police Marshals may be deployed on a

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temporary full-time basis as needed by the Chief of Police until such emergency is abated.

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

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

PASSED by the City Council of the City of Belleville, Illinois, on this 21st day of June, 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 22nd day of June, 2022.

MAYOR

ATTEST:

CITY CLERK

ORDINANCE NO. 9060-2022

**An Ordinance Amending
Ordinance 9014-2021 (a Zoning Ordinance in re Case #71-NOV21)**

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, on December 6, 2021, this City Council passed Ordinance 9014-2021, a Zoning Ordinance in re Case #71-NOV21, specifically granting a Special Use permit for a liquor license at 9735 West Main St. (02-35.0-213-001) located in a "C-2" Heavy Commercial District, (Applicable sections of the zoning code: 162.248, 162.515) Ward 4, in the name of Applicant, Tamara Scott, only;

Whereas, this City Council desires to amend Ordinance 9014-2021 to identify the Applicant as Demarcus R. Scott/T&D Scott's Investments LLC.

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

Section 1. That Ordinance 9014-2021 is hereby amended to identify the Applicant as Demarcus R. Scott/T&D Scott's Investments LLC.

Section 2. That the request for a Special Use permit for a liquor license at 9735 West Main St. (02-35.0-213-001) located in a "C-2" Heavy Commercial District remains granted in the name of the applicant, Demarcus R. Scott/T&D Scott's Investments LLC, only. (Applicable sections of the zoning code: 162.248, 162.515) Ward 4.

Section 3. That conflicting ordinances or pertinent portions thereof in force at the time of this ordinance takes effect are hereby repealed.

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

PASSED by the City Council of the City of Belleville, Illinois, on this 21st day of June, 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	_____	_____
Kara Osthoff	_____	_____

APPROVED by the Mayor of the City of Belleville, Illinois this 22nd day of June, 2022.

PATTY GREGORY, MAYOR

ATTEST:

JENNIFER GAIN MEYER, CITY CLERK

ORDINANCE NO. 9061-2022

**AN ORDINANCE REPEALING TITLE III (ADMINISTRATION),
CHAPTER 33 (PUBLIC SAFETY; LAW ENFORCEMENT),
SECTION 33.102 (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. Consistent with the Illinois Supreme Court’s decision in *International Association of Firefighters, Local 50 v. The City of Peoria*, 2022 IL 127040 (January 21, 2022), Title III (Administration), Chapter 33 (Public Safety; Law Enforcement), Section 33.102 (Definitions) is hereby repealed/deleted in its entirety, while the other Sections 33.101, 33.103, 33.104, 33.105, 33.106 and 33.107 concerning *Administrative Procedure for Assessing and Determining Claims Under PSEBA* 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. This Ordinance shall be in full force and effect from and after its passage, approval and publication, in pamphlet form, all as provided by law.

PASSED by the City Council of the City of Belleville, Illinois, on this 21st day of June, 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 22nd day of June, 2022.

MAYOR

ATTEST:

CITY CLERK

SYS DATE:06/15/22

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

SYS TIME:15:17

DATE: 06/21/22

Tuesday June 21,2022

[NCS]

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VENDOR #	NAME	DEPT.	AMOUNT
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13 MOTOR FUEL TAX FUND

2595	WISSEHR ELECTRIC, INC.	13-00	3,626.23
4757	MORTON SALT, INC	13-00	9,878.91
5460	SHILOH VALLEY TOWNSHIP ROAD DISTR	13-00	414.00
EL001	ELECTRICO, INC.	13-00	434.07
KA009	KASKASKIA ENGINEERING GROUP LLC	13-00	6,451.65
LO029	LOCHMUELLER GROUP	13-00	2,550.00

	**TOTAL		23,354.86
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13 MOTOR FUEL TAX FUND	GRAND TOTAL	23,354.86
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