

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



MONDAY, AUGUST 1, 2022

7:00PM

COUNCIL CHAMBERS

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

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

2. ROLL CALL ALDERMEN

3. ROLL CALL DEPARTMENT HEADS

4. PLEDGE OF ALLEGIANCE

5. PUBLIC HEARING

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

7. PRESENTATIONS, RECOGNITIONS & APPOINTMENTS

7-A. Mayor Gregory will recognize the character word of the month "Caring" meaning being compassionate and showing others you care.

8. APPROVAL OF MINUTES

8-A. Motion to approve City Council Meeting Minutes and Executive Session Minutes of July 18, 2022.

9. CLAIMS, PAYROLL AND DISBURSEMENTS

9-A. Motion to approve claims and disbursements in the amount of **\$1,624,299.74** payroll in the amount of **\$927,753.20**.

10. REPORTS

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

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

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

11-A(1). Motion to approve Beelman Logistics, LLC, as lowest responsible bidder for MFT 2023 Materials (CA-6, CA-7, Rip Rap, Sand) in the amount of \$52,885.00 (MFT/TIF Funds)

11-A(2). Motion to approve Christ Bros. Products, LLC, as lowest responsible bidder for MFT 2023 Materials (Cold Patch) in the amount of \$228,000.00 (MFT/TIF Funds)

11-A(3). Motion to approve Energy Culvert Company, LLC, as lowest responsible bidder for MFT 2023 Materials (Culverts) in the amount of \$47,129.37 (MFT/TIF Funds)

11-A(4). Motion to approve Concrete Supply of Illinois, as lowest responsible bidder for MFT 2023 Materials (Concrete) in the amount of \$17,250.00 (MFT/TIF Funds)

11-A(5). Motion to approve Fournie Contracting Company in the amount of \$81,443.25 for 2023 Ditching Program (MFT/TIF Funds)

11-A(6). Motion to approve The Kilian Corporation, lowest responsible bidder, in the amount of \$472,159.40 for resurfacing, pavement markings and ADA accessible

ramp construction from 350 feet northwest of Belleville West Parkway to Voellinger Place (approximately 4,300 feet of Belleville Crossing Street) (RBI Funds)

- 11-A(7) Motion to approve an agreement with Gonzalez Companies, LLC in the amount of \$15,870.00 for Construction Inspection of Belleville Crossing (RBI Funds)
- 11-A(8). Motion to approve an agreement with Gonzalez Companies for resolution and construction administration of Belleville Crossing in the amount of \$20,000.00 (RBI Funds)
- 11-A(9) Motion to approve an agreement with TWM in the amount of \$13,700.00 for Reunion Blvd engineering of storm sewers and pavement improvements (TIF 10 Funds)
- 11-A(10) Motion to remove parking along the east side of the first block of South First Street removing meters and installing “No Parking” signage
- 11-A(11). Motion to approve an agreement with Oates Associates in the amount of \$19,900.00 to perform field checks, prepare plans, specifications and estimates to refresh pavement markings at various locations (MFT/TIF Funds)
- 11-A(12). Motion to approve an agreement with Precision Concrete Cutting, in the amount of \$8,297.00 to eliminate trip hazards along/near Main Street from West A Street to North Charles Street (MFT Funds)
- 11-A(13). Motion to approve an agreement with Gonzalez Companies in the amount of \$10,000.00 to provide on-call engineering services for various projects (General/TIF Funds)

- 11-A(14). Motion to approve an agreement with Lochmueller Group, in the amount of \$20,000.00 to provide various professional engineering, surveying, planning and/or environmental services on an “as-needed” basis (General/TIF Funds)
- 11-A(15). Motion to enter into a proposal with Oates Associates, in the amount of \$67,700.00 to prepare plans, specifications and estimates for South 16th Street from South Belt West to Premier Appliance, for sidewalks, concrete curbs, and mill and overlay on the asphalt pavement. Street widened by converting the barrier curb to a combination curb and gutter. (TIF 3 Funds)
- 11-A(16). Motion to enter into a proposal with Oates Associates, in the amount of \$71,500.00 to prepare plans, specifications and estimates for Raab Avenue from South 19th Street to 150’ east of South 16th Street for sidewalks, concrete curbs, and mill and overlay on the asphalt pavement (TIF 3 Funds)
- 11-A(17) Motion to approve a temporary construction easement of 200 sq ft of land for four years and to sell 288 sq ft of land (Parcel 08-21.0-223-005) to IDOT for ADA improvements along Illinois 159 in the amount of \$600.00 paid to the City

11-B. MOTION FROM ADMINISTRATION

- 11-B(1). Motion to purchase 820 North 89th Street (Parcel: 02-26.0-417-016) from St. Clair County Trustee in the amount of \$795.00 for demolition

11-C. MOTION FROM PLANNING COMMISSION

- 11-C(1). **Take 5 Car Wash Development:** Site Plan approval for the construction of an approximate 4,020 square foot Take 5 Car Wash, with 19 associated vacuum stalls and 5 on-site parking spaces on an approximate 60,424 square foot

lot within a C-2 (Heavy Commercial) district, 5600 Belleville Crossing (Parcel 08-19.0-102-009) Ward 8
Planning Commission recommended Approval, with all members present voting 5-1

11-D. MOTIONS FROM ZONING BOARD OF APPEALS

- 11-D(1). **34-JUN22 – Tonya Clark:** Request for a Special Use permit for a liquor license at 5300 North Belt West (08-18.0-208-008) located in a “C-2” Heavy Commercial District. (Applicable sections of the Zoning Code: 162.248, 162.515) Ward 8 *Zoning Board of Appeals unanimously recommended Approval IN THE NAME OF THE APPLICANT ONLY with all present members voting 6-0.*
- 11-D(2). **35-JUN22 – Chala Molton:** Request for a Special Use permit for a liquor license at 15th N 47th St. (08-07.0-412-006) located in a “C-2” Heavy Commercial District. (Applicable sections of the Zoning Code: 162.248, 162.515) Ward 4 *Zoning Board of Appeals unanimously recommended Approval IN THE NAME OF THE APPLICANT ONLY with all present members voting 6-0.*
- 11-D(3). **38-JUN22 – Iesha Underwood:** Request for a Special Use permit for a liquor license at 4715 W. Main St. (08-07.0-412-009) located in a “C-2” Heavy Commercial District. (Applicable sections of the Zoning Code: 162.248, 162.515) Ward 4 *Zoning Board of Appeals unanimously recommended Approval IN THE NAME OF THE APPLICANT ONLY with all present members 6-0.*
- 11-D(4). **39-JUN22 – Iesha Underwood:** Request for a Special Use permit for a liquor license at 103 N. 47th St. (08-07.0-413-006) located in a “C-2” Heavy Commercial District. (Applicable sections of the Zoning Code: 162.248, 162.515) Ward 4 *Zoning Board of Appeals unanimously recommended Approval IN THE NAME OF THE APPLICANT ONLY with all present members voting 6-0.*

12. COMMUNICATIONS

12-A. **DRIVIN N CRYIN CONCERT – 08/10/2022**

Request from Lincoln Theatre to host Drivin N Cryin, Tuesday, August 10, 2022, 8:00pm 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. **BELLEVILLE INDIE MARKET – 08/13/2022 (rescheduled)**

Request from Sweet Honey LLC and Seven Belleville to host Belleville Indie Market, Saturday, August 13, 2022, 6:00pm to 10:00pm. Street closure request: South High Street between East Main and East Washington, 3:00pm to 11:00pm. (rescheduled from 07/23/2022)

12-C. **KURT MUELLER MEMORIAL CONCERT – 08/18/2022**

Request from Mueller Furniture to host Kurt Mueller Memorial Concert, Thursday, August 18, 2022, 7:00pm to 9:00pm. Street closure: North Church Street from East Main to alley entrances, 5:00pm to 9:15pm and use of Paderborn Square. Additional City services: barricades, “No Parking” signage, picnic tables and trash totes.

12-D. **KNIPP ROOFING RIBBON CUTTING CEREMONY – 09/20/2022**

Request from Knipp Roofing to host their Ribbon Cutting Ceremony, Tuesday, September 20, 2022, 4:00pm to 8:00pm. Street closure: South 10th Street, alley to alley, 3:30pm to 8:00pm. Additional City services: barricades, picnic tables, use of parking lot and grass area at 10th & West Main Street

12-E. **OKTOBERFEST - 09/16/2022 and 09/17/2022**

Request from Belleville Oktoberfest for street closure change of East Main Street east side of High Street to west side of Church Street, Thursday, September 15, 2022, 5:00pm until Sunday, September 18, 2022, 3:00am

12-F. **DYLAN WOLFE BAND – 10/15/2022 (rescheduled)**

Request from Copper Fire to host Dylan Wolfe Band, Saturday, October 15, 2022, 5:00pm to 11:00pm. Street closure request: South Jackson from East Main to parking lot entrances, 6:00am to 12:00am (10/16/2022) (rescheduled from 10/01/2022)

12-G. **BELLEVILLE SANTA PARADE – 11/25/2022**

Optimist Club of Belleville requests to host the Santa Parade, Friday, November 25, 2022, 10:00am to 12:00pm. Street closure requests: staging areas 8:00am to 12:00pm; North 3rd Street from West "C" Street to West "A" Street, West "B" Street between N 2nd and N 3rd Street; 10:00am rolling closure along parade route. Additional City services: barricades, No Parking" signage, Police Personnel, Public Works Personnel and clean-up of parade route.

13. PETITIONS

14. RESOLUTIONS

14-A. **RESOLUTION 3452-2022**

A Resolution for Improvement under the Illinois Highway Code (Belleville Crossing)

14-B. **RESOLUTION 3453-2022**

A Resolution requesting permission from IDOT to close Route 159 for Santa Parade, Friday, November 25, 2022

15. ORDINANCES

15-A. **ORDINANCE 9074-2022**

A ZONING ORDINANCE IN RE CASE #34-JUN22-Tonya Clark

15-B. **ORDINANCE 9075-2022**

A ZONING ORDINANCE IN RE CASE #35-JUN22-Chala Molton

15-C. **ORDINANCE 9076-2022**

A ZONING ORDINANCE IN RE CASE #38-JUN22-Iesha Underwood

15-C. **ORDINANCE 9077-2022**

A ZONING ORDINANCE IN RE CASE #39-JUN22-Iesha Underwood

16. UNFINISHED BUSINESS

17. MISCELLANEOUS & NEW BUSINESS

17-A. Motor Fuel Claims in the Amount of **\$18,058.15**.

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 and 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 Memorandum of Understanding with Fraternal Order of Police Lodge #226 (Police Officers and Sergeants) concerning retroactive pay under Collective Bargaining Agreement.

18-C. Possible motion to approve Memorandum of Understanding with Fraternal Order of Police Lodge #226 (Police Officers and Sergeants) concerning settlement of health insurance grievance/arbitration.

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

PUBLIC PARTICIPATION (2-3 MINUTES PER PERSON)

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

**CITY OF BELLEVILLE, ILLINOIS
COUNCIL MEETING MINUTES
COUNCIL CHAMBERS – CITY HALL
JULY 18, 2022 – 7:00 PM**

Mayor Gregory called this meeting to order at 7:04 p.m.

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

ROLL CALL DEPARTMENT HEADS

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

PLEDGE

PUBLIC HEARING

NONE.

PUBLIC PARTICIPATION

Rick Brown: 624 South Pennsylvania Avenue. I wish I didn't have to come here tonight. Mayor, for thirteen months I have been trying to get a meeting with you at your office but your secretary, Erin, simply won't let me in to see you. There are a couple of things I needed to talk to you about, but there is one thing I need to talk to you about direct. Perhaps after this you can skip the impeding so that I can speak to you.

Mayor Gregory: Well, yes, probably if you just show up then usually with my schedule, a lot of times we have to call in advance.

Rick Brown: I have tried many times, dozens. I was assaulted in front of my residence a few months back by a man that he um did an aggravated assault on me and an aggravated battery and I have been trying for several months to have something done about it, and nobody wants to do anything about it. I want to make this perfectly clear; this is not about you Mayor, and it is not about the Police Chief, back here, Chief Clay but

Mayor Gregory: Excuse me Mr. Brown, we have a new Police Chief with Matt and Mark Heffernan is our Assistant.

Rick Brown: I understand. That is fine. But anyway, no one would arrest him. Nobody would even call and interview the witness that I didn't know at the time. They never interviewed him. The perp is right there, Dennis Weygandt. He came over to my house, my home, and came at me when I was on my mower, grabbed by shoulder and damn near pushed me off of it, into the business side of the place. I have been a resident of this city since the sixties. I deserve as much protection as anybody else in this city. The fact that he is not getting arrested is, that is a problem for me, and I would have liked to talk to you in private about it, but it just didn't work out. I have filed Police reports more than one and I had, anyway it wasn't easy, and nothing was done about it. But I did talk to the State Police and the Attorney General's Office and the State's Attorney's Office, and they tell me you are the boss, it is up to you. Right now, you haven't done anything wrong, but my rights need to be protected. I am a caregiver for a disabled person, I am over sixty and it was done in a public right-of-way, which is aggravating circumstances. I would like to see the man arrested. He can have his day in court, I have no problem with that. But I am not going to put up with that, I mean, if I have to, I will defend myself, but I don't want to have to do that.

Conni Tilley: I have the Air BNB on South 2nd Street above my business downtown. I am here to just express some issues with the Ordinance with the Air BNB, I was under the understanding it was more about taxes to be collected for (unaidable) that were not paying their fair share. Air BNB collects those taxes on behalf of the platform users, and they are supposed to distribute that tax. I received information today from someone else regarding the Ordinance, so I got a hold of the actual Ordinance and there were a lot of things in there including tripling our fees, documentation monthly which will probably cost an additional \$400 per year. Different types of reporting that Air BNB does not give us the information on so we can't report it. I have about four different people who have sent me the list of concerns on their part, I can read them all to you, but I would very much like for you to table this and let's discuss it with people that are the stakeholders here, because we certainly do need Air BNBs in this city, we need good ones. I am the first person that does not want a bad Air BNB because it makes us look bad. But anyway, I think we should discuss this with actual good Air BNBs that actually know the business and want it to survive and also to be compliant. Some of the inspections I don't understand. We book out six months in advance and say in a year from now we have an inspector and there is a brand-new code and now all the sudden we are not compliant will they shut us down? Because if they do, we will be kicked off the platform and we won't be able to go back on. So, there are a whole lot of things that maybe you don't understand, and I would really like to bring that to your attention before you make a vote.

PRESENTATIONS, RECOGNITIONS & APPOINTMENTS

Mayor Gregory recognized William G. Clay, III for 27 years of service to the City of Belleville Police Department.

Mayor Gregory recognized J.P. Penet for 28 years of service to City of Belleville Fire Department.

Mayor Gregory recognized John A. Hartmann for 21 ½ years of service to the City of Belleville Public Works Department.

EXECUTIVE SESSION

Aldерwoman Eros made a motion second by Alderman Whitaker 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)).

All members voted aye.

Entered Executive Session: 7:18 pm

Resume Regular Session: 7:48 pm

Alderman Ferguson made a motion second by Aldерwoman Eros to approve Mayor Gregory's fiscal year 2022-2023 appointment of Rick Wangelin as Interim Fire Chief, effective immediately.

Members voting aye on roll call: Hazel, Whitaker, Duco, Eros, Randle, Ferguson, Anthony, Ovian, Dintelman, Schaefer, Stiehl, Rothweiler, Elmore, Weygandt, Sullivan, Osthoff. (16)

APPROVAL OF MINUTES

Aldерwoman Stiehl made a motion second by Aldерwoman Schaefer to approve City Council Meeting Minutes and the Executive Session minutes from July 5, 2022.

All members present voted aye.

CLAIMS, PAYROLL AND DISBURSEMENTS

Aldерwoman Schaefer made a motion second by Aldерwoman Eros to approve claims and disbursements in the amount of **\$1,001,430.57** and payroll in the amount of **\$928,135.63**.

Members voting aye on roll call: Duco, Eros, Randle, Ferguson, Anthony, Ovian, Dintelman, Schaefer, Stiehl, Rothweiler, Elmore, Weygandt, Sullivan, Osthoff, Hazel, Whitaker. (16)

REPORTS

NONE.

ORAL REPORTS

ADMINISTRATION

Aldерwoman Eros made a motion second by Aldерwoman Schaefer to enter into an Intergovernmental Agreement with Southern Illinois University Carbondale on behalf of its School of Law (SIU) for non-exclusive use of Classroom C102 and Office C107 at 2300 West Main Street, Belleville, Illinois, August 15, 2022, to August 14, 2025.

Members voting aye on roll call: Eros, Randle, Ferguson, Anthony, Ovian, Dintelman, Schaefer, Stiehl, Rothweiler, Elmore, Weygandt, Sullivan, Osthoff, Hazel, Whitaker, Duco. (16)

Alderman Anthony made a motion second by Alderwoman Eros to approve the naming of the former Lindenwood University Campus (2300 West Main Street) as *Southwestern Illinois Justice & Workforce Development Campus*

Alderwoman Eros: When is the sign going to be changed? Do we know?

Mayor Gregory: We wanted to get approval from the entities that are in there.

Alderwoman Eros: It will be good to see that changed.

Mayor Gregory: It will be. I agree.

Members voting aye on roll call: Randle, Ferguson, Anthony, Ovian, Dintelman, Schaefer, Stiehl, Rothweiler, Elmore, Weygandt, Sullivan, Osthoff, Hazel, Whitaker, Duco Eros. (16)

FINANCE

Alderman Whitaker made the following motions second by Alderman Rothweiler to waive formal bidding procedures and purchase two new Ford pickup trucks for the WWTP and Sewer Lines departments from the State bid award vendor Morrow Brothers Ford in the amount of \$69,740.00.

Motion to waive formal bidding procedures and purchase one new 2023 International HV607 SBA dump truck for Street Department from State bid award vendor Rush Truck Center of Missouri in the amount of \$192,129.00 includes Viking Cives dump body and snow removal equipment.

Motion to waive formal bidding procedures and purchase one new 2023 John Deere 5090E Tractor for Street Department in the amount of \$56,976.72, utilizing the Sourcewell Cooperative Purchasing Contract (price reflects trade in value of \$6,000 of Case IH JX75 Tractor VIN#HFJ002129).

Motion to approve Baer Heating and Cooling in the amount of \$430,976.00 to replace HVAC units at various City buildings, as well as an additional controller software upgrade of \$15,050.00 with ControlCo for the Parks & Recreation building.

Motion to enter into a contract through 6/30/2027 with Johnson Controls for fire alarm and inspection services for buildings located at the Belleville Educational Campus in the amount of \$26,034.00 annually.

Motion to approve contract amendment with Clearwave for backup phone line for dispatch, at additional cost of \$25 per month.

Motion to approve budget amendment, as recommended by the Finance Director (supplemental budget).

Members voting aye on roll call: Ferguson, Anthony, Ovian, Dintelman, Schaefer, Stiehl, Rothweiler, Elmore, Weygandt, Sullivan, Osthoff, Hazel, Whitaker, Duco, Eros, Randle. (16)

ORDINANCE & LEGAL REVIEW

Alderman Stiehl made the following motions second by Alderman Schaefer to table amending Title III (Administration), Chapter 34 (Finance and Revenue; Taxation), Section 34.043 (Hotel and Motel Tax) and amending Title XI (Business Regulations), Chapter 117 (Lodging Businesses) by adding Sections 117.50 through 117.56 (Short-Term Rentals)

Motion amending Title XI (Business Regulations), Section 123.008 (Adult-Use Cannabis Dispensing Organization)

Alderman Hazel: I would like an explanation on if it can be discussed as to why we are tabling 11-C(2). Why is the motion being made for 11-C(2)? No discussion is necessary for 11-C(1), I understand that, but is there some reason for the motion on 11-C(2)?

Alderman Stiehl: The table for 11-C(2) is because of the distance for the cannabis regulations.

Mayor Gregory: It is a very, I will tell you, that looking at the old Ordinance and then what has been proposed here there is a very radical, radical change. Totally.

Alderman Hazel: I was going to take care of that with an additional motion.

Alderman Stiehl: Also, that we wanted to get rid of just the two adult cannabis, why limit ourselves to just two?

Alderman Hazel: That's in the, that is not in your motion, but that is the motion to eliminate and so I understand that. Now I would have a question on how we measure distance, and I would offer an amendment to the motion to satisfy that question, if that is the reason for tabling.

Mayor Gregory: I would tell you that when this was discussed at Ordinance and Legal, many things were discussed, and the fact of the matter is we kept talking about the four hundred feet from residential. Then the schools were brought into it. We are actually going from 1,500 square feet according to State Law, I've got it right here, I mean not square feet, but feet. To 1,000

City Attorney Hoerner: There is a motion and a second to table and under your Council rules takes precedence over the motion to amend of it so that needs to be disposed of one way or another before we get into a discussion. There is a motion to table and a second and you have to vote on that motion before you can address any other motions. Under your section 30.01R1 talks about motions that take precedence and tabling is expressed.

Mayor Gregory: Actually, we do have some questions today and we did have a call to ISP, and I think Matt and Mark if you guys- - -

Alderwoman Stiehl: We need to vote on the motion.

Alderwoman Sullivan: Can I amend the motion and say to table the first line then we can have a discussion about the dispensary?

Alderwoman Stiehl: So, I will only be tabling the first motion? For right now.

Alderman Rothweiler: If you agree.

Alderwoman Stiehl: I agree to amend the motion.

Alderwoman Schaefer: I second.

City Clerk Gain-Meyer: This is a motion to table 11-C(1).

Members voting aye on roll call: Ferguson, Anthony, Ovian, Dintelman, Schaefer, Stiehl, Rothweiler, Elmore, Weygandt, Sullivan, Osthoff, Hazel, Whitaker, Duco, Eros, Randle. (16)

Alderwoman Stiehl made a motion second by Alderman Randle 11-C(2) motion amending Title XI (Business Regulations), Section 123.008 (Adult-Use Cannabis Dispensing Organization).

Alderwoman Sullivan: Now this is a motion to approve right?

City Clerk Gain-Meyer: A motion to table.

Mayor Gregory: I would like to just say this, this is a pretty radical change from our motion our previous motion.

Alderman Randle: Excuse me Mayor, point of clarification. I did not hear a motion to table I heard a motion to amending which I seconded.

Alderwoman Stiehl: I wanted a motion to approve so we could have a discussion.

Mayor Gregory: Part of the reason tomorrow we are having a discussing with some of the people from the School Districts there are schools within our community. The fact of the matter is, I like to think long term. Too long even taking in businesses that may not be appropriate the thing that bothers me about this fact of this is how does it affect, down the road, and I think it is something we all need to think about. How does changing this to put a dispensary one hundred feet from a school, how does it affect us, the perception first of all in housing markets. Think about it as a parent, if you were wanting to move to a community and in that community, you are looking at the schools, which is how most people choose where to live because of the schools, and you come to a community that now has dispensaries right out in front of the schools. Is that what you would consider a good place to place your children and move your family to? I mean there are other things that can be affected by doing something without thinking it through. As a former teacher,

that is one of my concerns. I also believe that since we have the opportunity that tomorrow just happens to be the day when the Officers, Police Officers, are meeting with some of the heads of the School Districts here in our community. It may be nice, these are people that when we needed nineteen days to get a TIF done, TIF 3, signed off so we could that TIF 3 passed here. I would just like to see their opinion. Also if they think this could affect them in their schools. There is a big difference, we do spot zoning because we want one thing placed. We do spot, just changing Ordinances because in our mind we want a business in just one spot. These are all things that we need to be thinking about because once you make a decision like this, because it is so radical of a change, what are the consequences down the line?

Alderman Whitaker: Mayor you mentioned that there was a State Law that stated they cannot be within 1,000 feet of a school.

Mayor Gregory: There is a thing about advertising.

City Attorney Hoerner: Not allowed to advertise or promote within 1,000 feet of a school, but it does not apply to the location of it, it does not appear that it would – Chicago just amended theirs to five hundred feet of schools. The act says you are not allowed to have promotion or advertising of the product.

Mayor Gregory: And it is also in State School Code.

Alderman Whitaker: Would the business be allowed to have a sign?

City Attorney Hoerner: Well, that is left up for interpretation, some suggested by one of the police agencies that they didn't know (inaudible) it doesn't talk about location it talks about location, it talks about proximity to other dispensaries and what not with respect to schools, it talks about advertising and promotion.

Alderman Whitaker: One other question I would have is do we have the authority to pass an Ordinance that would supersede State Law.

City Attorney Hoerner: It doesn't appear to supersede it but, yeah, if it were interpreted that way by the courts, then it could, but right now, other municipalities like Chicago have set distances that are less than 1,000 feet so it would suggest (inaudible) by location.

Mayor Gregory: Of the school code in the State, 1,000 feet that you cannot advertise in those 1,000 feet marijuana dispensary. There are a lot of questions that need to be - - -

Alderwoman Stiehl: Mayor the motion that is on the floor now is for the one hundred feet.

Alderman Elmore: Does the State have a law about where the location is?

City Attorney Hoerner: Not related to schools, that is an open question. There are distance limitations on distances between dispensaries but the section if I can pull it up, that only reference to schools talks about advertising or promotion.

Mayor Gregory: Today it talks about the 1,500 you see it talks about four hundred there but right above it, it talks about the 1,500.

City Attorney Hoerner: That is our Ordinance.

Mayor Gregory: No, this is the one where it says facilities shall not be located within 1,500 feet of the property line of a pre-existing public or private nursery school, preschool, primary or secondary school, day care center, day care home or residential care home. Learning centers and vocational/trade centers shall not be classified as a public or private school for purposes of this section. So, we are doing a massive change here from 1,500 feet to one hundred feet.

Alderman Hazel: In addressing my original statement from Alderwoman Stiehl, I would make a motion to amend that we in number one that we change that from 100 to 1,000 feet and one thing of greater concern for me is that in number two we don't have other instances within our Ordinances that I am aware of where we have changed how we measure distance, and I am not in favor of that and I move to strike the statement "and shall be measured along a public path of travel from property line to property line" due to the fact that that is under a large gray area of interpretation on how or what the public path may be. All of our measurements it is linear, and I think we should stick with that form of measurement and not change that within this one particular Ordinance. It has nothing to do with the subject matter of the Ordinance, I just don't want to change the way we measure.

Alderwoman Stiehl: That was brought up.

Alderman Hazel: I made a motion to amend.

Alderwoman Stiehl: I will second.

(Inaudible) Several people talking at once.

Alderwoman Stiehl: Joe made the motion to strike number two.

Alderman Hazel: Only a part.

Alderwoman Eros: I was just going to make a motion to table it because it sounds like there is way too much that still needs to be discussed. We are talking about Police Officers talking with School Districts and none of this seems like anybody is ready to make a call on it.

Motion to table failed for lack of second.

Alderman Ovian: I would like to hear more about this because if we pass this here tonight, it still has to go before Zoning for a Special Use Permit then come back to us.

Director of Economic Development, Planning & Zoning Clifford Cross: I am hearing a lot of questions here tonight so let's just kind of backtrack a little bit and talk about how this got started. One of the concerns that came up was the separation of residentially zoned districts, if you recall, Chapter 123 had four-hundred-foot separation and basically was measured as the crow flies. So,

you could go through private property and that is part of your linear measurement. The original proposal recommended a different way of measuring those four hundred feet. Basically, what it said was we would measure through a public path of travel so you would have to go out to the street come down come around and I think the property we heard about it increased the separation distance from 250 feet to 750 feet, therefore it met the intent of Chapter 123. We originally proposed that back in Legal and Ordinance where that was shot down. It was also shot down that there would be a third dispensary, so that basically was killed at that point. This new proposal was my understanding is basically saying we are measuring it the same way we do our liquor license. One hundred feet from a church, school, or daycare. Does not address residentially zoned districts so you can theoretically you can have one right next to a residential dwelling. That is some of the changes since being proposed here, it is not even really the measurements just measuring. One hundred feet from a church, school, or daycare. That is my understanding of what you are considering here tonight in addition that you are removing the limitation of two. Basically, it is an unlimited number that will be dictated by the market. I heard it comes in Zoning, Alderman Ovian is absolutely correct, regardless of what happens here tonight, in a C-2 District for example they will still be required to come and get the Special Use Permit so that we amend the Zoning Ordinance to address some those stipulations as they consider that part of the process. Short answer, whatever happens here tonight, if we approve this, it is a one-hundred-foot separation from a church, school, or daycare or center and that is what is locked in (inaudible) and not subject to Zoning that is Business License in effect. I would be happy to answer any additional questions.

Alderman Ovian: I have one point of follow up I would like to ask this of Garrett. If we pass this tonight and it goes before Zoning, will it meet the Zoning requirements if we change it?

City Attorney Hoerner: What you are voting on tonight does not go to Zoning. This is an Ordinance change related to the business license of a cannabis dispensary. There are two things that these cannabis businesses need from you, similar to liquor license needs. You need the license, and you need to have it go through Zoning. These provisions that are being addressed tonight on the proposed revisions relate to eligibility for a, as far as distances, eligibility for the cannabis license. But then, like your liquor establishments, these from a Zoning perspective, these kinds of uses are only Special Uses. They have to go, an applicant may meet the requirements of Chapter 123 but then if they want to locate at a specific place, they have to file an application for a Special Use Permit, within a zoning area, a zoning district where this type of business is allowed by Special Use and then they go through that process. This Ordinance itself, does not go through Zoning, but any applicant for a cannabis license has to go get a Special Use Permit to address the Zoning aspect as well as a Business License under Chapter 123. This proposed Ordinance tonight is not specific to a location, it is a city-wide application. So, we talk about the distance between the school or how a distance is measured this would apply throughout the City in these Zoning Districts where it is Special Use.

Mayor Gregory: So, we are dramatically changing though when they come through for the Special Use.

Alderman Hazel: Not according to the motion on the floor.

Alderman Randle: I guess I am the guilty party in terms of bringing this to the City Council, taking it to Ordinance and Legal first where six out of eight Aldermen unanimously approved the changes

as they were written and that you got in your packet. Two Aldermen were absent from the meeting. Number one, what I was thinking of was back to the days when both Alderwoman Stiehl and I were serving on Ordinance and Legal and this was something new and it came before us and I think we just kind of had a knee jerk reaction to how do we basically regulate this particular business here we talked about a lot of different distances and the 1,500 feet came up and then the 400 feet for residential and then you go back and forth and then I started thinking more in terms of are we handcuffing ourselves to a certain degree by the distances we are putting on ourselves, if you take a look at any daycare in this city, or any school for that matter, church, pop up churches that we approve through Zoning and everything else through a Special Use Permit. You can basically take your big compass point and stick it on that and draw 1,500 feet circle you can do that for every one of those establishments within the city itself. With the overlap and everything else I think what you come down to is a very, very small area where something can be located. When I was thinking about it, I was like why are we treating this so differently from our Liquor Ordinance? Which is what the changes are about in terms of one hundred feet from a school or a church. We have neighborhood taverns all over the place. We don't have a beef about them. Yet I think for many of us if you went to high school during the years, I went to high school, you probably seen a health class a 1936 film called Reefer Madness. I think that is where a lot of people have that knee jerk reaction is that people are going to go crazy by participating in a cannabis product. That they are going to lose their mind, helter skelter, when I take a look at how we are measuring these distances I am like why are we treating this so differently from alcohol? We don't seem to have a problem with approving Special Use Permits for a Liquor License, where they want to locate at, there are homes next door, behind them or across the street whatever, and yet we are going to treat this like it is some pariah. If you take a look at 1,500 feet that is more than a quarter of a mile, that is a huge area. Actually, what it comes down to is that area would be 7,065,000 feet. And for the four-hundred distance for residential that is 502,400 feet. I think what was driving my thought process is that we approve contracts as we are tonight in regard to purchasing new equipment for departments that need them. We approve new collective bargaining agreements that offer raises over a four-to-five-year period of time. I think we have to start looking at our revenue sources on what might offer us the opportunity to meet the needs of this City. It becomes a problem when we think the only way we are going to be able to meet our revenue needs is to raise our trash and sewer services, double the amount every few years so we can afford to buy the equipment that we need. The raises that are coming, we approved a big boost for the Police Department so they could get the manpower that they need so that we are competitive with other communities. All of this stuff cost money and it will continue to cost money one year after another it just keeps going up. Our costs are not fixed they continue to rise. My thought process again was I was thinking about how can we remove some of the obstacles that are in our way here so we can take a look at revenue streams that may or may not, can't be the answer to all our prayers, but I think it is a step in the right direction and that was my thought process behind introducing the amendment to the Ordinance as they are before you. We do not control the licensing; the State controls the number of licenses that are issued. Having a limit of two? Just does not make sense to me whatsoever. Are we going to have so many of them that it turns out like the number of taverns or restaurants and everything? That is not going to be the case. There is going to be a finite number and I am hoping that we do not shoot ourselves in the foot by scaring these businesses away before they have had an opportunity to check out and see what Belleville has to offer and how their business model might fit with the City.

Alderman Hazel: I would modify my motion and under number one since number one is in conflict with number two in the second sentence it states, "in the case of a church the distance of one hundred feet shall be measured to the nearest part of any building for worship services or educational programs and not to property boundaries." That is separating a church measuring that distance differently. I would strike that sentence and also move to strike the words on number two "along a public path of travel." What that would do is to measure everything from property line to property line not decrease that distance by going beyond the property line and all the way up to the building because I think that would shorten the distance for a church, correct me if I am wrong Alderman Randle was the intent of that sentence?

City Clerk Gain-Meyer: I may be able to clarify number two for you if we just go back to our original language which has already been approved, the original language for number two was such distances shall be measured linearly and shall be the shortest distance between the closest point of the property line of public places. The requirement of this provision shall not be subject to variance. That is our original Ordinance that we approved and that was going to be deleted with the other two you see in front of you.

Alderman Hazel: I just want to remove the along a public path of travel.

City Clerk Gain-Meyer: So, you are basically saying delete number two and we are going to keep number three as it was originally stated in our current Ordinance.

Alderman Hazel: I do not have a number three.

City Clerk Gain-Meyer: This is all new language what I just read is the current Ordinance. Which is removing the measure along the public path and saying the shortest distance between the closest point of the property line of the businesses.

Alderman Hazel: My motion would be to just strike number two.

City Clerk Gain-Meyer: And reinstate number three because technically the wording on top says delete.

Alderman Hazel: Well number three is not in my agenda, so we might not be able to do that so - -

City Clerk Gain- Meyer: Well, it is deleting it if you read the by deleting sections A-1, A-2, A-3 at the very first section one of that Ordinance it says Section 123.008 - - we are going to not delete A-3 and you will move the recommended number A-2.

Alderman Hazel: My motion then would be to strike number two, keep in place number three and then Alderman Randle, could I get a clarification on number one the purpose of the second sentence? In case of a church, the distance of one hundred feed shall be measured to the nearest part of any building as opposed to from property line to property line. Is there intent there that I am unaware of?

City Clerk Gain-Meyer: That is word for word from our liquor ordinance.

Alderwoman Stiehl: We were modeling after the Liquor Ordinance.

Alderwoman Schaefer: May I ask if you are keeping the one hundred feet, you are not changing that distance?

Alderman Hazel: In my motion I would not be changing that. My motion I would not change that, I would make a motion to strike the second sentence in number one and strike number two, keep number three.

City Clerk Gain-Meyer: In number one you are doing what exactly?

Alderman Hazel: Striking the second sentence, sentence two. In the case of a church the distance of one hundred feet shall be measured to the nearest part of any building but from where? Used for worship services and educational programs not to property boundaries. So, will that measurement be made from the building of the church then the building or property line of the new said establishment?

Alderwoman Stiehl: From the building it is a radius of one hundred feet.

Alderman Hazel: Okay.

Alderwoman Stiehl: If you want to put that word in, we could.

Alderman Hazel: That can be cleared up in the wording of the Ordinance. I would move to strike number two and then keep number three in the Ordinance. That's my motion. If number one is cleared up in the writing of the Ordinance because just in our agenda the wording there is not clear on how that measurement is made the one hundred feet is made. It says that in the case of a church the distance of the one hundred feet shall be measured to the nearest part of any building used for worship services or educational programs, not to the property boundaries.

City Clerk Gain-Meyer: I don't know if that is clarified in the Liquor Ordinance.

City Attorney Hoerner: I believe the Liquor Ordinance (inaudible)

Mayor Gregory: Actually, in our Liquor Ordinance now if you do have a bar within the space of one-hundred feet of a school you have to get special permission from the school to have a bar across the street from it. The bar cannot have the word "Bar" in the advertisement or on the window.

Alderman Hazel: (inaudible) it is stated here in number one a measurement is being made. I would want clarification on that.

City Clerk Gain-Meyer: I don't know if we have a clarification there.

Alderman Hazel: If it is a one-hundred-foot radius of any part of the building, if that is the intent, I am fine with that.

Alderwoman Stiehl: That is the intent.

Alderman Hazel: I would not move to strike any part of number one, but I would move to strike number two and keep number three.

Alderwoman Stiehl: And we would have to for it to make sense because linear and along the public path - -

Alderman Hazel: I do not want to start changing, because we could have two buildings fifty feet apart but they each could have a one-hundred-foot driveway and so that could be two hundred and fifty feet apart, but they are right next door to one another. I don't want to measure distances like that.

City Clerk Gain-Meyer: Are you keeping one-hundred feet or are you going - - -

Alderman Hazel: My motion is not altering that.

City Clerk Gain-Meyer: You are not altering that.

Alderman Hazel: That was the purpose of modifying my original motion is to - -

Alderwoman Stiehl: For clarification could you make the whole motion?

Alderman Hazel: Due to the discrepancy in how we measure distances, I would like to make a motion to amend to strike number two that talks about how we measure the distance, I would like to strike number two as long as number three, reinstate number three in how we make that measurement.

City Clerk Gain-Meyer: Alderwoman Stiehl are you agreeable with that.

Alderwoman Stiehl: Yes, I am agreeable with that. So, the motion has been made.

Alderman Hazel: No, someone can amend my motion if they want to talk about distance.

Mayor Gregory: I was just saying if we are going with the amendments then the Liquor License you have to get a special permission if a bar is within one hundred feet of a school you have to get special permission from the school to be able to have that bar. We have recently just done this, that is why I know this is what it is. The school gave permission and then the bar that was across the street, had to agree to take the word "Bar" off of their window because it was advertising with the word "Bar" so are we doing it like we do the Liquor or are we going to say the school has to approve to have a dispensary across. That is just one question that may come up.

Alderwoman Schaefer: What if it is one hundred and one feet? They don't have to get permission then. Do you see what I am saying? So, you are just saying if it is directly one hundred feet, they got permission, but if it is one hundred and one feet they don't have to.

Alderman Hazel: I believe what the Mayor is talking about is the law for advertising that if it is within 1,000 feet so they had to strike the advertising in this case, the advertising would not apply, and it does not apply to the State Law either.

Alderwoman Schaefer: But it does.

Mayor Gregory: But you still have to get permission - -

Alderman Hazel: For distance.

Mayor Gregory: For a hundred feet to have a bar you have to get permission from the school for that bar to be there if - -

Alderman Hazel: Here we are excluding it - -

Mayor Gregory: No, we are not giving the schools an opportunity to put a marijuana dispensary one hundred feet from their schools. Those are just things that may come up that will have to be entered down the road here. We are in new territory that none of us have been on. There is a lot of - -

Alderwoman Stiehl: This is why I wanted to table it.

Mayor Gregory: Things that need to be thought about.

Alderman Whitaker: This is a question for the attorney. If we don't include anything within our motion about advertisement the way the existing law is written if someone puts a dispensary within a thousand feet of a school, a church, or a daycare, they cannot say on their signage that they are a cannabis dispensary?

City Attorney Hoerner: I don't know how the State is interpreting that, but I know other municipalities are interpreting that to apply to advertisement (inaudible) the State (inaudible) whether or not they have a license or not. That is an open question, does that constitute advertisement under this act? It doesn't appear they can't put signs on a bus or - -

Alderman Whitaker: But if we have to take the word "Bar" off a liquor establishment - -

City Attorney Hoerner: That was the State Law, so if you remember, we amended the Liquor Control Act says you cannot have a Liquor establishment within one hundred feet of a school, but you by Ordinance are allowed to grant near the authority to do that if recently amended to allow the Mayor that authority and that was some restrictions that were imposed by Mayor for a liquor establishment that wanted to get a Class A license within one hundred feet of a school. We are talking about two different Acts, the Cannabis Regulation Act there is the Liquor Control Act. The Liquor Control Act addresses how to measure from a church, but doesn't address how to measure from a school. It addresses the Mayor's type of authority to grant within a hundred feet, but what we are talking about here is these cannabis Ordinances are amended pretty frequently, I can show you a list from Chicago offering amend theirs. Something this complicated we have, unless there is some urgency, you can always have the ability to refer these questions back to committee and

have the answers, that is an option as well. It is ultimately up to you on what you pass. You have an amendment that is on floor for what you currently have so the absence of some motion that will take precedence over that then we are also going to have to deliberate on that unless somebody motions the second for a motion to table.

Alderman Whitaker: If we table this, do we have the ability to have you seek an AG opinion on those concerns?

City Attorney Hoerner: Yes.

Alderman Whitaker made a motion second by Alderwoman Eros to table and ask the City Attorney to seek Attorney General guidance on specific distances as it relates to this Ordinance.

Alderman Elmore: If I am correct, we have a motion to amend from Alderman Hazel and there was a second by somebody, I don't remember who.

City Clerk Gain-Meyer: Correct. Alderwoman Stiehl.

Alderman Elmore: And now this motion, and by the way folks, this was all discussed at Legal and Ordinance.

Mayor Gregory: Not all of it Phil.

Alderwoman Eros: I was absent from that meeting.

Alderman Elmore: I hope you will come to the next Legal and Ordinance if you have a concern of any - -

Mayor Gregory: I was actually there.

Alderman Elmore: Not you, I know you were there. By an act of tabling it, that does away with Alderman Hazel's motion to amend?

City Attorney Hoerner: Only if that tabled motion passes. Tabling takes precedence over a motion to amend.

Alderman Hazel: I would just say that we have Liquor Control Laws with the State and with the City are pretty clear. Going back to ask for guidance on distances from the Attorney General is unnecessary.

City Attorney Hoerner: I think (inaudible)

Alderman Whitaker: Why would we put a dispensary that we want in our community and say you can go here but you cannot advertise what you are?

Alderman Hazel: That is not part of the motion.

City Attorney Hoerner: Just for clarity just so the AG opinion you would want is related to Section 55-20 of the Cannabis Regulation Act is one thousand feet and advertising.

Alderman Hazel: That is not being addressed here, we are not talking about advertising.

Alderman Whitaker: Correct, because if we pass this as is - -

Alderman Hazel: We are not talking about advertising.

Alderman Whitaker: But we need to, there needs to be something in there.

Alderwoman Sullivan: Can't we come back and discuss advertising at Ordinance and Legal at a later date, we can add it on? Can't we just make a motion on this particular thing and then we can address advertising later.

Alderman Whitaker: I think we are doing it backwards then; we don't want to attract a business to come in and be a dispensary and then tell them, here you can go, but you can't say what you are, you have to be this hidden gem.

Alderwoman Sullivan: I have been to several dispensaries right in the area and in the surrounding area even on the building they are not, it is not apparent what this building is, they are not advertising so there has to be something out there that is holding them back. I understand that we are not aware of what those regulations are, but I don't think it is going to be an immediate problem if we pass this tonight.

Mayor Gregory: That is why I think they are asking to table, so we can get more answers.

Alderwoman Sullivan. I'm saying we can address this still but pass this, tonight. I don't think there is any reason to table it.

Alderwoman Stiehl: There is a motion on the floor to table it, we at least have to vote on that.

Members voting aye on roll call: Anthony, Stiehl, Rothweiler, Osthoff, Whitaker, Duco, Eros, Ferguson. (8)

Alderman Ovian left Council Chambers.

Members voting no on roll call: Dintelman, Schaefer, Elmore, Weygandt, Sullivan, Hazel, Randle. (7)

Motion 8:7 with absence of alderman Ovian – Mayor needs to vote.

Mayor Votes: Aye.

Motion carries to table with vote of 9:7.

ECONOMIC DEVELOPMENT & ANNEXATION COMMITTEE

Alderman Randle made the following motions second by Alderwoman Schaefer to approve a Development Agreement with Knipp Roofing & Exteriors, Inc. and SJH Properties, LLC for the expansion of 15 South 10th St. and the acquisition of 14 South 11th Street (08-21.0-336-009)

Motion to approve a Development Agreement with Wise Guys Eatery for the remodeling of 500 South Illinois St.

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

Alderman Ovian absent from Council Chambers.

PLANNING COMMISSION

Take 5 Car Wash Development: Site Plan approval for the construction of an approximate 4,020 square foot Take 5 Car Wash, with nineteen associated vacuum stalls and 5 on-site parking spaces on an approximate 60,424 square foot lot within a C-2 (Heavy Commercial) district, 5600 Belleville Crossing (Parcel 08-19.0-102-009) Ward 8 *Planning Commission recommended Approval, with all members present voting 5-1.*

Alderman Dintelman: If we get a motion on there I'm going to try and table it because I don't know if this is the right thing to do.

Alderman Dintelman made a motion second by Alderman Ferguson to table.

Alderman Dintelman: I have reasons if you want to hear them.

Mayor Gregory: Yes.

Alderman Dintelman: I was the one vote, so I will tell you that right now. We just voted on it a month or so ago to put another one kind of like that around the corner within a quarter of a mile probably or within that. Are we taking business from them? Are they going to have enough business at those two sites? I am not too sure that that is going to happen. We also have all kinds of different car wash stations over there along with your gas stations and everything else there are a bunch of these things around and I just don't see a need to, if this would happen, and you can look at Fairview now losing Auffenberg and see the big buildings that sit in our town that we can't get rid of. If we put these two things together and one doesn't work out and the other one is making all the money, now we have another eyesore and who is going to buy that? That property there they would have to clean up, take care of everything there and I just don't see that. I think that would happen sooner or later.

Alderman Whitaker: And these are both in that same complex around Target, correct?

Alderman Dintelman: Yes.

Mayor Gregory: One will be Take Five and they will be next to Freddy's and Tidal Wave would be across from Walgreens so they actually can see each other from the same parking lot.

Alderman Whitaker: So, in the same shopping mall.

Alderman Ferguson: I would like to add to that also, both at Belleville Crossing I think it is wonderful that they want to open a business here, Take 5, I think we should look into other locations that would be successful, but for putting both on the same road in Belleville Crossing you are setting one up for failure. That is good prime property on 15 for sit-down restaurants or hotels, anything that we can get to come, not sure it's a good idea to have two car washes right down the same road.

Alderman Hazel: Mayor, I don't think it is our job to pick whether or not a clothing store moves in right next to door to another clothing store. Selling the same type of clothes, which is not our job. That is not our purpose. Tabling it for that reason, I don't believe that is this Council's job to make those decisions for businesses.

Alderman Elmore: Did we ever get verification Mayor that the two owners of these two car washes know each other is going to be there?

Director of Economic Development, Planning & Zoning Clifford Cross: Yes, I'm glad you asked that question because you start putting them in close proximity they obviously are going to be competing against each other per the underlining conditions of the code both uses are permitted by right on the particular lot. Short answer, yes, I have asked that question to the developers and they have indicated that both are aware of the potential establishment at each of the two car washes.

Alderman Elmore: Would it be out of line for you to contact the owners of the car washes and ask them if they are aware of this, because we kind of did go through this once in a similar situation where we had three storage places within a half mile from each other and they are all thriving, but it is just odd.

Director of Economic Development, Planning & Zoning Clifford Cross: I would be happy to do so and get it documented who I spoke with and that they are aware of it. Based upon that, I don't think there is any harm on pushing it back two weeks because they would still have to go over plan review, but I would be happy to ask those questions and come back and report to you.

Mayor Gregory: Correct me if I am wrong but isn't DESCO the one who is selling these properties? They are the ones who are saying that both are car washes.

Director of Economic Development, Planning & Zoning Clifford Cross: DESCO yes, that is who I work with, but I can tell you they both have gone through the site plan approval process via the Planning Commission which is public record. I would think their engineers would keep them in the loop because I know the engineers I have talked to on both projects are aware of it too. So, I would assume that they would have gone back to their clients in addition to me speaking with DESCO and updating them on that because that is part of their job. One thing I do always caution and hate this sometimes with developers, but it is just what they do. Sometimes engineers come

out of the woodwork and represent and look at several potential sites with reality they may only site at one or two sites, the Dollar Generals are a classic example. They send their headhunters out and they get all of their approvals, so this may get approved, and nothing may ever come of it. But I will ask those questions and be happy to report back to you.

Alderman Anthony: We have done this before, for example right there at Belleville Crossing we got a Wendy's and a Burger King right next door to each other, that is just an example that I throw out to you. I don't know if the competition, but I do know about the mall effect and the more business in a particular the more people it draws into the area. If you go out on Frank Scott Parkway and I think it is that car wash across the street from the Walgreens you go down the road less than a mile there is another car wash, same thing, same type of car wash on the same road. I think these guys aren't stupid if they are going to spend that kind of money. They are going to take a chance and say we are going to out do this guy. They are the exact same thing; they do memberships they actually buy a membership and that is where they do most of their business through those paid memberships that they get. That is just the way it is done, you can look at the restaurants, there is not one type of restaurant you've got two or three burger joints in there on the same road. The guy that came up with McDonald's everybody fashioned their business after Mac, wherever McDonald's was other burger joints would put their business across the street from McDonald's because I know that people are going to come in there. Now we can vote either way you want to vote, I just thought I would throw that out to you.

Mayor Gregory: I do want to state full disclosure that my husband is in the car wash business in Fairview Heights. For a long time when Tidal Wave was looking behind Commerce Bank, I know there are rumors going around that I would never want a car wash because of the business we own out in Fairview. I will tell you that is not true. Our car wash would never be affected by this coming to Belleville. I want to see business in Belleville. But I just want to make that clarified because this is another thing that needs to be clarified. I just want to say, whatever decision is made I don't want to hear that I thought it was going to affect my own personal property because it doesn't. If I would be in business we need businesses in Belleville, we also need to think about businesses that will still remain viable, maybe there is an opportunity wherever, even if it is approved, then go to the east end if they would feel that would be a problem for one of the car washes maybe we could use a car wash on the east end of Belleville. I think our community can support these car washes. People do have concerns about them being in the same proximity where they can see each other from right across the street. I just wanted to clarify that, that I have no business that is going to be affected. So, I don't want to hear anything about that situation. I just want to be transparent and upfront.

Alderman Dintelman: In all fairness, on the vote that came out, I was asking questions about this thing and that I wasn't sure of, and one guy interrupted me, and he says well you know that is really not our responsibility, our responsibility is the City of Belleville is this going to be good for us. I said yes, but what about the left-over stuff that is not going to get used or what is going to happen there – nobody knows. They vet both car washes there and said there is enough room for them to do a good business here on both sides. I am just saying in my heart I don't think they are going to make it, one of them won't make it. That is why I am trying to table it and talk some more about it.

Mayor Gregory: We have a motion and a second. Any more discussion?

Members voting aye on roll call: Dintelman, Stiehl, Rothweiler, Osthoff, Whitaker, Duco, Eros, Randle, Ferguson. (9)

Members voting nay on roll call: Schaefer, Elmore, Weygandt, Sullivan, Hazel, Anthony, Ovian. (7)

Motion is tabled with a vote of 9:7.

ZONING BOARD OF APPEALS

23-MAY22 – Kimberlyn Crumer: Request for a Special User Permit to operate an Air BNB at 5 Highview Court (02-36.0-209-033) located in an A-1 Single-Family Residence District. (Applicable sections of the zoning code: 162.094, 162.515) Ward 4 *Zoning Board of Appeals unanimously recommended Approval IN THE NAME OF THE APPLICANT ONLY with all members present voting 6-0.*

24-MAY22 – Christopher Cordie: Request for rezoning of several contiguous parcels; 102 Lebanon Ave (08-22.0-115-019) from an “A-2” Two-Family Residence District to a “C-2” Heavy Commercial District, 525 N. Jackson (08-22.0-115-009) and 523 N. Jackson (08-22.0-115-010) from an “A-1” Single-Family Residence District to a “C-2” Heavy Commercial District. (Applicable section of the zoning code: 162.593) Ward 2 *Zoning Board of Appeals unanimously recommended Approval with all members present voting 6-0.*

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

All members voted aye.

POLICE & FIRE COMMITTEE

Alderman Anthony made a motion second by Alderwoman Schaefer to enter into an Intergovernmental Agreement with Harmony/Emge School District 175 to establish a “Cops in Schools” School Resource Officer (SRO) Program effective August 1, 2022, for three (3) years.

Members voting aye on roll call: Schaefer, Stiehl, Rothweiler, Elmore, Weygandt, Sullivan, Osthoff, Hazel, Whitaker, Duco, Eros, Randle, Ferguson, Anthony, Ovian, Dintelman. (16)

COMMUNICATIONS

SW IL COUNCIL OF MAYORS – 08/25/2022

Request from the City of Belleville to host the SW IL Council of Mayors, Thursday, August 25, 2022, 5:30pm to 9:00pm, Belleville Education Center, 2300 West Main Street. Additional request to allow alcoholic beverages to be served at event.

BIG LEBOWSKI BLOCK PARTY – 08/27/2022

Request from Seven Belleville to host Big Lebowski Block Party Saturday, August 27, 2022, 6:00pm to 11:00pm. Street closure request: South High Street from East Main Street to East Washington, 4:00pm to 11:59pm. City services requested: barricades, trash toters, picnic tables and “No Parking” signage.

MOMENT OF REMEMBRANCE CEREMONY – 09/11/2022

Request from City of Belleville and September 11th Memorial Committee to host Moment of Remembrance Ceremony, Sunday, September 11, 2022, 11:30am to 12:30pm, 1125 South Illinois Street. Additional City services requested: barricades and seating assistance.

TOCO FAMILY FESTIVAL – 10/01/2022

Request from TOCO to adjust times of TOCO Family Festival, Saturday, October 1, 2022, 12:00pm to 6:00pm. Street closure request time change 10:00am to 8:00pm.

PRIDEFEST – 10/01/2022

Request from Metro East Pride to host PrideFest Saturday, October 1, 2022, 12:00pm to 10:00pm. Street closure request: Friday, September 30, 2022, 5:00pm to 11:59pm Saturday, September 30, 2022, West Main Street from 159 to middle of block between 2nd and 3rd Street, one block North First Street and North and South 2nd Street (to parking lot/alleys, as applicable). Additional request of barricades, toters, picnic tables, electric, Police and Public Works Personnel, “No Parking” signs, Pride flags installed week of PrideFest.

BELLEVILLE INDIE MARKET – 10/01/2022

Request from Sweet Honey and Seven Belleville to host Belleville Indie Market Saturday, October 1, 2022, 12:00pm to 6:00pm. Street closure request: South High Street from East Main Street to East Washington, 10:00am to 7:00pm. City services requested: barricades, trash toters, and “No Parking” signage.

DOWNTOWN TRICK OR TREAT - 10/28/2022

Request from the City of Belleville to host Downtown Halloween Trick-or-Treat, Friday, October 28, 2022, 5:30p.m. to 7:30p.m. Street closure request: 4:00pm to 9:00pm, East Main Street from High Street (east side) to Mascoutah Avenue (west side), first block of North/South Jackson, North/South Church, North/South Charles to alley. Use of Paderborn Square. Additional City services requested: barricades, "No Parking" signage, trash toters, picnic tables, electric and personnel.

VETERAN’S DAY CEREMONY – 11/11/2022

Request from City of Belleville to host Veteran’s Day Ceremony, Friday, November 11, 2022, 11:00am to 12:00pm. Street closure request: Public Square, first block of East Main, West Main, North Illinois, and South Illinois, 9:00am to 1:00pm. Additional City services requested: barricades, trash toters, “No Parking” signage, electricity, and personnel. In the event of inclement weather, ceremony will be held inside City Hall – Council Chambers.

LAW DAY RUN – 04/29/2023

Request from St. Clair County Bar Association and Belleville Running Club to hold the Law Day Run Saturday, April 29, 2023, 9:00am to 12:00pm. Street closure request: North High Street from Main Street to include East "A" Street to North Jackson, 8:30am to 1:00pm. No parking on High Street from East "D" Street to McKinley, on Abend Street and municipal lot behind Lincoln Theatre after 1:00am on Saturday, April 29, 2023. Additional City services requested: toters, barricades, picnic tables, and Police Personnel.

MURAL GLOW RIDE – 09/23/2022

Request from Belleville Mural Project to host Mural Glow Ride, Friday, September 23, 2022, 7:00pm to 10:00pm. Additional City Services requested: use of parking lot at 407 East Lincoln, parking stalls on North Second (east side), trash toters, food trucks, cones, chalk and chalker and picnic tables.

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

All members voted aye.

PETITIONS

NONE.

RESOLUTIONS

Alderwoman Stiehl made a motion second by Alderwoman Schaefer to read by title only and together Resolutions 3448, 3449, 3450 and 3451.

All members voted aye.

Alderman Hazel: We may want to separate 14-D, due to the nature.

RESOLUTION 3448-2022

A Resolution Authorizing and Directing Application to the 2022 Transportation Alternatives Program (TAP) Grant for the Purpose of Adding a Sidewalk to State Street from Roosevelt Elementary School to Lake Shore Drive

RESOLUTION 3449-2022

A Resolution requesting permission from IDOT to close Route 159 for Veteran's Day Ceremony, Friday, November 11, 2022

RESOLUTION 3450-2022

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

Alderwoman Schaefer made a motion second by Alderwoman Eros to approve Resolutions 3448, 3449, 3450 as read.

Members voting aye on roll call: Stiehl, Rothweiler, Elmore, Weygandt, Sullivan, Osthoff, Hazel, Whitaker, Duco, Eros, Randle, Ferguson, Anthony, Ovian, Dintelman, Schaefer. (16)

RESOLUTION 3451-2022

A Resolution Authorizing and Directing the Institution of Condemnation Action.

Alderwoman Schaefer made a motion second by Alderman Whitaker to approve Resolution 3451.

Alderman Hazel: I think it would probably be a good idea for the City Attorney to at least touch base on if there is anyone that may not be aware of this situation.

City Attorney Hoerner: This is part of the improvement of the east watershed stormwater separation, and this is a permanent easement and a construction easement over an unimproved lot. The process is there is an appraisal made, there is an offer to purchase the permanent easement and two temporary construction easements there was no response, and this was coming with an impending deadline for funding for the Army Corps of Engineers Sewer Department asked us to institute this action to obtain the easements necessary for the sewer inlay. So basically, what will happen is the temporary easement will allow the City to go on the property and construct what is necessary to bury the sewer line through the permanent easement.

Members voting aye on roll call: Rothweiler, Elmore, Weygandt, Sullivan, Osthoff, Hazel, Whitaker, Duco, Eros, Randle, Ferguson, Anthony, Ovian, Dintelman, Schaefer, Stiehl. (16)

ORDINANCES

Alderwoman Schaefer made a motion second by Alderwoman Eros to read by Title only ordinances 9071, 9072, and 9073 and as a group.

All members voted aye.

ORDINANCE 9071-2022

A Zoning Ordinance in RE Case #23-MAY22 – Kimberlyn Crumer

ORDINANCE 9072-2022

A Zoning Ordinance in RE Case #24-MAY22 – Christopher Cordie

ORDINANCE 9073-2022

An Ordinance Authorizing Sale/Conversion of Personal Property (Street department Vehicle VIN: HFJ002129)

Alderman Whitaker made a motion second by Alderwoman Eros to approve the Ordinances as read.

Members voting aye on roll call: Elmore, Weygandt, Sullivan, Osthoff, Hazel, Whitaker, Duco, Eros, Randle, Ferguson, Anthony, Ovian, Dintelman, Schaefer, Stiehl, Rothweiler. (16)

UNFINISHED BUSINESS

Alderman Elmore: I just have a quick question just to clarify, Jenny the next Ordinance and Legal review I believe is Tuesday August 9th at 5:30 p.m.

City Clerk Gain-Meyer: Correct.

MISCELLANEOUS & NEW BUSINESS

Alderman Rothweiler made a motion second by Alderwoman Schaefer to approve Motor Fuel Claims in the Amount of **\$5,643.08**.

Members voting aye on roll call: Weygandt, Sullivan, Osthoff, Hazel, Whitaker, Duco, Eros, Randle, Ferguson, Anthony, Ovian, Dintelman, Schaefer, Stiehl, Rothweiler, Elmore. (16)

ADJOURNMENT

Alderwoman Eros made a motion second by Alderwoman Duco to adjourn at 9:11 p.m.

All members voted aye.

Jennifer Gain Meyer, City Clerk

**CITY OF BELLEVILLE PAYMENT SUMMARY
COUNCIL MEETING - AUGUST 1, 2022**

GENERAL FUND

| | |
|--------------------------------------|---------------------|
| 00 - Revenue | \$190,628.51 |
| 50 - Administration | \$116,085.86 |
| 51 - Police | \$151,855.26 |
| 52 - Fire | \$99,994.18 |
| 53 - Streets | \$40,961.79 |
| 54 - Parks | \$31,326.40 |
| 55 - Cemetery | \$3,077.07 |
| 56 - Hlth/Sanitation | \$57,910.26 |
| 60 - Legal | \$5.75 |
| 61 - Health & Housing | \$16,113.07 |
| 62 - Economic Dev, Planning & Zoning | \$4,239.25 |
| 82 - Mayor | \$3,613.74 |
| 83 - Finance | \$2,007.25 |
| 84 - Human Resources | \$1,189.11 |
| 85 - Clerk | \$4,515.80 |
| 86 - Treasurer | \$2,728.55 |
| 87 - Maintenance | \$10,347.73 |
| 88 - Engineering | \$3,886.93 |
| GENERAL FUND TOTAL | <u>\$740,486.51</u> |

SEWER OPERATIONS

| | |
|--------------------|---------------------|
| 75 - Collections | \$9,938.83 |
| 77 - Lines | \$69,192.91 |
| 78 - Plant | \$129,076.30 |
| SEWER TOTAL | <u>\$208,208.04</u> |

| | |
|-------------------------------------|--------------|
| 04 - Library | \$48,737.48 |
| 07 - Park/Rec | \$8,453.18 |
| 12 - General & Community Assistance | \$42,791.09 |
| 13 - Motor Fuel Tax Fund | \$18,058.15 |
| 14 - Fountain Fund | \$455.78 |
| 15 - Tort Liability Fund | \$93,811.58 |
| 19 - ARPA | \$162,170.00 |
| 20 - Campus Fund | \$11,466.87 |
| 22 - Sewer Repair & Replacement | \$10,795.96 |
| 24 - Sewer Const. | \$31,964.88 |
| 30 - SSA | \$196.81 |
| 38 - TIF 3 | \$1,000.00 |
| 44 - Belleville Illinois Tourism | \$755.00 |
| 55 - TIF 13 Drake Road | \$7,200.00 |
| 57 - TIF 15 Carlyle Greenmount | \$236,476.39 |
| 72 - Narcotics | \$975.00 |
| 77 - TIF 19 Frank Scott Parkway | \$297.02 |

| | |
|------------------------|------------------------------|
| ALL FUNDS TOTAL | <u><u>\$1,624,299.74</u></u> |
|------------------------|------------------------------|

SYS DATE:07/15/22

CITY OF BELLEVILLE
C L A I M S H E E T
Friday July 15, 2022

SYS TIME:12:41

DATE: 07/15/22

[NCS]

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| VENDOR # | NAME | DEPT. | AMOUNT |
|----------|-----------------------------|-------------|-----------------|
| ===== | | | |
| 01 | GENERAL FUND | | |
| | ADMINISTRATION | | |
| 4902 | AT & T | 01-50 | 165.69 |
| SP053 | SPECTRUM VOIP | 01-50 | 20.75 |
| | **TOTAL ADMINISTRATION | | ----- 186.44 |
| | FIRE DEPARTMENT | | |
| 4902 | AT & T | 01-52 | 115.82 |
| | **TOTAL FIRE DEPARTMENT | | ----- 115.82 |
| | HEALTH & SANITATION | | |
| 4902 | AT & T | 01-56 | 109.87 |
| | **TOTAL HEALTH & SANITATION | | ----- 109.87 |
| | 01 GENERAL FUND | GRAND TOTAL | 412.13 |

| VENDOR # | NAME | DEPT. | AMOUNT |
|----------|------------------------------------|-------------|-----------|
| ===== | | | |
| 04 | LIBRARY | | |
| 176 | BARCOM SECURITY | 04-00 | 105.00 |
| 398 | EBSCO INFORMATION SERVICES | 04-00 | 6,508.66 |
| 551 | ILLINOIS AMERICAN WATER | 04-00 | 71.24 |
| 887 | ST CLAIR COUNTY HISTORICAL SOCIETY | 04-00 | 60.00 |
| CI037 | CINTAS | 04-00 | 144.85 |
| CL029 | CLINE, REBECCA | 04-00 | 72.30 |
| CL053 | CLEARWAVE COMMUNICATIONS | 04-00 | 140.00 |
| CO135 | COMPRISE TECHNOLOGIES, INC. | 04-00 | 6,305.00 |
| DE074 | DE LAGE LANDEN FINANCIAL SERVICES | 04-00 | 857.17 |
| EC001 | ECKERT FLORIST | 04-00 | 92.95 |
| GO035 | GOLDEN IMAGES LLC | 04-00 | 6,111.92 |
| IL095 | ILLINOIS HEARTLAND LIBRARY SYSTEM | 04-00 | 38.38 |
| OR001 | O'REILLY AUTO PARTS | 04-00 | 86.14 |
| PRO70 | PRESTOX | 04-00 | 91.70 |
| QU006 | QUILL CORPORATION | 04-00 | 430.37 |
| QU036 | QUADIENT FINANCE USA, INC | 04-00 | 140.42 |
| RO006 | ROWE, ANDREA | 04-00 | 168.60 |
| SP053 | SPECTRUM VOIP | 04-00 | 20.75 |
| TE026 | TECSRV | 04-00 | 1,534.00 |
| TE037 | TECH LOGIC | 04-00 | 816.00 |
| TM002 | T-MOBILE | 04-00 | 2,832.24 |
| US015 | US SIGNAL COMPANY, LLC | 04-00 | 2,259.98 |
| WA089 | WATTS COPY SYSTEM, INC | 04-00 | 686.34 |
| | | | ----- |
| | **TOTAL | | 29,574.01 |
| 04 | LIBRARY | GRAND TOTAL | 29,574.01 |

SYS DATE:07/15/22

CITY OF BELLEVILLE
C L A I M S H E E T
Friday July 15, 2022

SYS TIME:12:41

[NCS]

DATE: 07/15/22

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| VENDOR # | NAME | DEPT. | AMOUNT |
|----------|------------------------------|-------------|----------------|
| ===== | | | |
| 07 | PLAYGROUND AND RECREATION | | |
| 4902 | AT & T | 07-00 | 54.02 |
| | **TOTAL | | ----- 54.02 |
| | 07 PLAYGROUND AND RECREATION | GRAND TOTAL | 54.02 |

SYS DATE:07/15/22

CITY OF BELLEVILLE
C L A I M S H E E T
Friday July 15, 2022

SYS TIME:12:41

[NCS]

DATE: 07/15/22

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| VENDOR # | NAME | DEPT. | AMOUNT |
|----------------------------------|----------------------------------|-------------|-----------|
| 21 SEWER OPERATION & MAINTENANCE | | | |
| 4902 | AT & T | 21-78 | 211.74 |
| | SEWER PLANT | | ----- |
| | **TOTAL SEWER PLANT | | 211.74 |
| | 21 SEWER OPERATION & MAINTENANCE | GRAND TOTAL | 211.74 |
| | GRAND TOTAL FOR ALL FUNDS: | | 30,251.90 |
| | TOTAL FOR REGULAR CHECKS: | | 29,403.62 |
| | TOTAL FOR DIRECT PAY VENDORS: | | 848.28 |

| VENDOR # | NAME | DEPT. | AMOUNT |
|---|----------------------------------|-------|-------------------|
| ===== | | | |
| 12 GENERAL & COMMUNITY ASSISTANCE | | | |
| AL067 | ALEXANDER, LORA | 12-00 | 312.00 |
| AR044 | ARAPAHO VILLAGE | 12-00 | 312.00 |
| CI031 | CITY OF BELLEVILLE | 12-00 | 177.25 |
| CI036 | CITY OF BELLEVILLE | 12-00 | 55.00 |
| DA105 | DANDELL PROPERTY MANAGEMENT | 12-00 | 202.00 |
| DR012 | DREA PROPERTIES | 12-00 | 312.00 |
| EP001 | EPL HOLDINGS, LLC | 12-00 | 312.00 |
| FA042 | FARMERS INSURANCE | 12-00 | 19.64 |
| PA111 | PHILIP TEGTMEIER | 12-00 | 312.00 |
| RP002 | RPT, LLC | 12-00 | 312.00 |
| SH055 | SHREVE, SUSAN | 12-00 | 624.00 |
| ST195 | STATE REALTY PROPERTY MANAGEMENT | 12-00 | 312.00 |
| WE098 | WEBER, MARK | 12-00 | 302.00 |
| WH056 | WHITEHEAD, MICHAEL | 12-00 | 275.00 |
| | **TOTAL | | ----- 3,838.89 |
| 12 GENERAL & COMMUNITY ASSISTANCE GRAND TOTAL | | | 3,838.89 |

SYS DATE:07/22/22

CITY OF BELLEVILLE
C L A I M S H E E T
Friday July 22, 2022

SYS TIME:10:57

[NCS]

DATE: 07/22/22

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| VENDOR # | NAME | DEPT. | AMOUNT |
|----------|--|-------------|-----------------|
| ===== | | | |
| 21 | SEWER OPERATION & MAINTENANCE | | |
| 551 | SEWER PLANT ILLINOIS AMERICAN WATER | 21-78 | 473.56 |
| | **TOTAL SEWER PLANT | | ----- 473.56 |
| | 21 SEWER OPERATION & MAINTENANCE | GRAND TOTAL | 473.56 |
| | GRAND TOTAL FOR ALL FUNDS: | | 4,312.45 |
| | TOTAL FOR REGULAR CHECKS: | | 4,312.45 |

SYS DATE:07/22/22

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

SYS TIME:11:56

DATE: 07/22/22

Friday July 22, 2022

[NCS]

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

21 SEWER OPERATION & MAINTENANCE

| VENDOR # | NAME | DEPT. | AMOUNT |
|----------|--------------------------|-------|--------|
| | SEWER COLLECTION | | |
| JO106 | JOHNSON, LAQUISHA | 21-75 | 385.66 |
| SW028 | SWAMI | 21-75 | 59.31 |
| | **TOTAL SEWER COLLECTION | | 444.97 |

21 SEWER OPERATION & MAINTENANCE GRAND TOTAL 444.97

GRAND TOTAL FOR ALL FUNDS: 444.97

TOTAL FOR REGULAR CHECKS: 444.97

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

01 GENERAL FUND

| | | | |
|---------|----------------------------|-------|------------|
| AA008 | A AGNE SERVICES LLC | 01-00 | 50.00 |
| AV005 | AVENUE REALTY | 01-00 | 15.00 |
| MI111 | MICHEL'S, MELISSA | 01-00 | 10.00 |
| UM001 | UMB BANK - CORPORATE TRUST | 01-00 | 190,553.51 |
| **TOTAL | | | 190,628.51 |

ADMINISTRATION

| | | | |
|------------------------|-----------------------------------|----------|------------|
| 1112 | WATTS COPY SYSTEM, INC. | 01-50 | 683.38 |
| 1739 | GRIMM & GORLY | 01-50 | 425.00 |
| 201 | BELLEVILLE BOWLING & SPORTS SHOP | 01-50 | 330.00 |
| 2102 | AMEREN ILLINOIS | 01-50 | 39,783.42 |
| 551 | ILLINOIS AMERICAN WATER | 01-50 | 9,177.97 |
| 5987 | IL STATE POLICE, DIV OF JUSTICE | 501-50ES | 28.25 |
| 6122 | VERIZON WIRELESS | 01-50 | 167.61 |
| 850 | REJIS COMMISSION | 01-50 | 1,175.00 |
| BL043 | BLUE CROSS AND BLUE SHIELD OF ILL | 01-50 | 62,310.37 |
| GR082 | GREATAMERICA FINANCIAL SVCS. | 01-50 | 130.00 |
| ST162 | STANDARD INSURANCE COMPANY | 01-50 | 720.55 |
| SU045 | SUPERIOR VISION INSURANCE INC | 01-50 | 967.87 |
| **TOTAL ADMINISTRATION | | | 115,899.42 |

POLICE DEPARTMENT

| | | | |
|-------|-----------------------------------|-------|------------|
| 1112 | WATTS COPY SYSTEM, INC. | 01-51 | 658.44 |
| 191 | SOUTHWESTERN ILLINOIS COLLEGE | 01-51 | 22,291.00 |
| 3728 | DOBBS AUTO CENTERS, INC. | 01-51 | 555.76 |
| 402 | EGYPTIAN WORKSPACE PARTNERS | 01-51 | 397.92 |
| 4902 | AT & T | 01-51 | 384.80 |
| 515 | HOME-BRITE ACE HARDWARE | 01-51 | 29.06 |
| 6122 | VERIZON WIRELESS | 01-51 | 2,816.99 |
| 657 | LEON UNIFORM COMPANY, INC. | 01-51 | 3,704.88 |
| 696 | MECKFESSEL TIRE CO. | 01-51 | 199.98 |
| 8033 | R & M OIL COMPANY | 01-51 | 908.60 |
| 850 | REJIS COMMISSION | 01-51 | 130.00 |
| 926 | SECRETARY OF STATE | 01-51 | 302.00 |
| AM063 | AMAZON BUSINESS | 01-51 | 253.86 |
| AT025 | AT & T | 01-51 | 721.76 |
| BL043 | BLUE CROSS AND BLUE SHIELD OF ILL | 01-51 | 101,712.50 |
| DE015 | DELL MARKETING L.P. | 01-51 | 701.76 |
| ED033 | ED MORSE CHEVROLET-BUICK-GMC | 01-51 | 41.56 |
| ED034 | ED MORSE FORD | 01-51 | 187.64 |
| FA002 | FASTENAL COMPANY | 01-51 | 17.34 |
| FA026 | FACTORY MOTOR PARTS CO | 01-51 | 542.28 |
| HU069 | HUELS OIL COMPANY | 01-51 | 11,888.17 |
| JE025 | JEWELL PSYCHOLOGICAL SERVICES, LL | 01-51 | 450.00 |
| OR001 | O'REILLY AUTO PARTS | 01-51 | 491.64 |
| QU037 | QUICKET SOLUTIONS | 01-51 | 800.00 |
| ST162 | STANDARD INSURANCE COMPANY | 01-51 | 499.50 |
| SU045 | SUPERIOR VISION INSURANCE INC | 01-51 | 790.34 |

| VENDOR # | NAME | DEPT. | AMOUNT |
|---------------------------|-----------------------------------|-------|------------|
| ===== | | | |
| 01 | GENERAL FUND | | |
| POLICE DEPARTMENT | | | |
| TR067 | TRIKEN CONSULTING, POLYGRAPH & | 01-51 | 200.00 |
| UL005 | ULINE | 01-51 | 133.50 |
| UN027 | UNIFIRST CORPORATION | 01-51 | 43.98 |
| **TOTAL POLICE DEPARTMENT | | | 151,855.26 |
| FIRE DEPARTMENT | | | |
| 1112 | WATTS COPY SYSTEM, INC. | 01-52 | 253.34 |
| 182 | BANNER FIRE EQUIPMENT INC | 01-52 | 2,249.99 |
| 272 | BUSTER'S TIRE MART | 01-52 | 39.95 |
| 3445 | DAVE SCHMIDT TRUCK SERVICE | 01-52 | 348.85 |
| 4902 | AT & T | 01-52 | 168.41 |
| 515 | HOME-BRITE ACE HARDWARE | 01-52 | 349.88 |
| 6122 | VERIZON WIRELESS | 01-52 | 661.87 |
| 726 | CLEAN UNIFORM COMPANY | 01-52 | 173.55 |
| BL043 | BLUE CROSS AND BLUE SHIELD OF ILL | 01-52 | 80,297.33 |
| EX008 | EXIGEN, LLC | 01-52 | 352.41 |
| HU069 | HUELS OIL COMPANY | 01-52 | 6,303.86 |
| MA190 | MACQUEEN EMERGENCY | 01-52 | 7,613.79 |
| OR001 | O'REILLY AUTO PARTS | 01-52 | 54.39 |
| ST162 | STANDARD INSURANCE COMPANY | 01-52 | 363.65 |
| SU045 | SUPERIOR VISION INSURANCE INC | 01-52 | 647.09 |
| **TOTAL FIRE DEPARTMENT | | | 99,878.36 |
| STREETS | | | |
| 1112 | WATTS COPY SYSTEM, INC. | 01-53 | 175.37 |
| 413 | ERB TURF EQUIPMENT, INC. | 01-53 | 25.20 |
| 4178 | UPCHURCH READY MIX CONCRETE CO | 01-53 | 457.50 |
| 419 | JOHN FABICK TRACTOR COMPANY | 01-53 | 136.59 |
| 500 | HARTMANN FARM SUPPLY | 01-53 | 76.51 |
| 515 | HOME-BRITE ACE HARDWARE | 01-53 | 160.45 |
| 523 | HUDSON TREE SERVICE | 01-53 | 3,675.00 |
| 6122 | VERIZON WIRELESS | 01-53 | 128.02 |
| 834 | QUALITY RENTAL CENTER | 01-53 | 3,618.95 |
| BL043 | BLUE CROSS AND BLUE SHIELD OF ILL | 01-53 | 23,268.72 |
| CJ001 | C J GOODALL TIRE CO, INC | 01-53 | 640.50 |
| EJ000 | E J EQUIPMENT | 01-53 | 132.00 |
| HU069 | HUELS OIL COMPANY | 01-53 | 3,382.59 |
| KR001 | KRAUS AUTOMOTIVE | 01-53 | 665.66 |
| LU004 | LUBY EQUIPMENT SERVICES | 01-53 | 1,252.01 |
| ME037 | MEURER BROTHERS, INC | 01-53 | 800.00 |
| OR001 | O'REILLY AUTO PARTS | 01-53 | 249.08 |
| PE066 | PEMCO SERVICE CO, INC | 01-53 | 150.10 |
| RI050 | RIGHT WAY TRAFFIC CONTROL, INC | 01-53 | 707.18 |
| ST162 | STANDARD INSURANCE COMPANY | 01-53 | 103.50 |
| SU045 | SUPERIOR VISION INSURANCE INC | 01-53 | 143.21 |
| UN027 | UNIFIRST CORPORATION | 01-53 | 639.15 |
| WA066 | WARNING LITES OF SOUTHERN ILLINOI | 01-53 | 374.50 |
| **TOTAL STREETS | | | 40,961.79 |

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

01 GENERAL FUND

STREETS
PARKS DEPARTMENT

| | | | |
|-------|-----------------------------------|-------|-----------|
| 1112 | WATTS COPY SYSTEM, INC. | 01-54 | 216.39 |
| 2102 | AMEREN ILLINOIS | 01-54 | 5,300.80 |
| 272 | BUSTER'S TIRE MART | 01-54 | 20.00 |
| 277 | CAMPER EXCHANGE, INC. | 01-54 | 23.38 |
| 4902 | AT & T | 01-54 | 83.86 |
| 515 | HOME-BRITE ACE HARDWARE | 01-54 | 360.14 |
| 551 | ILLINOIS AMERICAN WATER | 01-54 | 731.20 |
| 6122 | VERIZON WIRELESS | 01-54 | 150.23 |
| 7678 | SHILOH VALLEY EQUIPMENT CO | 01-54 | 636.75 |
| AR047 | ARMOR EQUIPMENT | 01-54 | 1,998.00 |
| AT011 | AT & T | 01-54 | 51.88 |
| BE056 | BEL-O PEST SOLUTIONS | 01-54 | 114.00 |
| BL043 | BLUE CROSS AND BLUE SHIELD OF ILL | 01-54 | 12,166.76 |
| BO006 | BOBCAT OF ST LOUIS | 01-54 | 108.39 |
| CA109 | CARDINAL BUICK GMC - BELLEVILLE, | 01-54 | 100.00 |
| HU069 | HUELS OIL COMPANY | 01-54 | 4,229.68 |
| LU004 | LUBY EQUIPMENT SERVICES | 01-54 | 3.66 |
| OR001 | O'REILLY AUTO PARTS | 01-54 | 655.09 |
| ST162 | STANDARD INSURANCE COMPANY | 01-54 | 40.25 |
| SU045 | SUPERIOR VISION INSURANCE INC | 01-54 | 79.56 |
| UL005 | ULINE | 01-54 | 323.98 |
| UN027 | UNIFIRST CORPORATION | 01-54 | 232.40 |
| WR009 | WRIGHT DOOR CO, THE | 01-54 | 3,700.00 |

**TOTAL PARKS DEPARTMENT 31,326.40

CEMETERY DEPARTMENT

| | | | |
|-------|-----------------------------------|-------|----------|
| 413 | ERB TURF EQUIPMENT, INC. | 01-55 | 147.14 |
| 6122 | VERIZON WIRELESS | 01-55 | 78.21 |
| AB006 | ABSOPURE WATER CO | 01-55 | 73.30 |
| BL043 | BLUE CROSS AND BLUE SHIELD OF ILL | 01-55 | 1,962.59 |
| ST009 | ST CLAIR SERVICE COMPANY | 01-55 | 650.00 |
| ST162 | STANDARD INSURANCE COMPANY | 01-55 | 17.25 |
| SU045 | SUPERIOR VISION INSURANCE INC | 01-55 | 27.41 |
| UN027 | UNIFIRST CORPORATION | 01-55 | 121.17 |

**TOTAL CEMETERY DEPARTMENT 3,077.07

HEALTH & SANITATION

| | | | |
|-------|-----------------------------------|-------|-----------|
| 1112 | WATTS COPY SYSTEM, INC. | 01-56 | 22.19 |
| 272 | BUSTER'S TIRE MART | 01-56 | 6,675.65 |
| 3445 | DAVE SCHMIDT TRUCK SERVICE | 01-56 | 6,064.23 |
| 393 | DUTCH HOLLOW JANITORIAL SUPPLIES | 01-56 | 112.72 |
| 6122 | VERIZON WIRELESS | 01-56 | 84.40 |
| AR002 | ARROW TERMINAL LLC | 01-56 | 279.95 |
| BL043 | BLUE CROSS AND BLUE SHIELD OF ILL | 01-56 | 16,292.93 |
| HU069 | HUELS OIL COMPANY | 01-56 | 10,272.16 |
| MA045 | MADD TOWING INC | 01-56 | 395.00 |

| VENDOR # | NAME | DEPT. | AMOUNT |
|---|-----------------------------------|-------|-----------|
| ===== | | | |
| 01 | GENERAL FUND | | |
| HEALTH & SANITATION | | | |
| MI091 | MINTON OUTDOOR SERVICES INC | 01-56 | 8,784.20 |
| ST043 | ST LOUIS COMPOSTING INC | 01-56 | 7,704.45 |
| ST162 | STANDARD INSURANCE COMPANY | 01-56 | 79.20 |
| SU045 | SUPERIOR VISION INSURANCE INC | 01-56 | 137.79 |
| UN027 | UNIFIRST CORPORATION | 01-56 | 895.52 |
| **TOTAL HEALTH & SANITATION | | | 57,800.39 |
| LEGAL DEPARTMENT | | | |
| ST162 | STANDARD INSURANCE COMPANY | 01-60 | 5.75 |
| **TOTAL LEGAL DEPARTMENT | | | 5.75 |
| HEALTH & HOUSING | | | |
| 1112 | WATTS COPY SYSTEM, INC. | 01-61 | 259.94 |
| 402 | EGYPTIAN WORKSPACE PARTNERS | 01-61 | 76.67 |
| 6122 | VERIZON WIRELESS | 01-61 | 736.60 |
| 989 | STEIN AUTOMOTIVE. INC | 01-61 | 139.20 |
| BL043 | BLUE CROSS AND BLUE SHIELD OF ILL | 01-61 | 13,606.10 |
| FP001 | FP MAILING SOLUTIONS | 01-61 | 150.00 |
| HU069 | HUELS OIL COMPANY | 01-61 | 988.28 |
| ST162 | STANDARD INSURANCE COMPANY | 01-61 | 61.95 |
| SU045 | SUPERIOR VISION INSURANCE INC | 01-61 | 94.33 |
| **TOTAL HEALTH & HOUSING | | | 16,113.07 |
| ECONOMIC DEV, PLANNING & ZONING | | | |
| 1112 | WATTS COPY SYSTEM, INC. | 01-62 | 426.11 |
| 6122 | VERIZON WIRELESS | 01-62 | 42.20 |
| BL043 | BLUE CROSS AND BLUE SHIELD OF ILL | 01-62 | 3,563.29 |
| ST162 | STANDARD INSURANCE COMPANY | 01-62 | 15.95 |
| SU045 | SUPERIOR VISION INSURANCE INC | 01-62 | 16.70 |
| UN049 | UNITED INK | 01-62 | 175.00 |
| **TOTAL ECONOMIC DEV, PLANNING & ZONING | | | 4,239.25 |
| MAYOR | | | |
| 6122 | VERIZON WIRELESS | 01-82 | 42.20 |
| BL043 | BLUE CROSS AND BLUE SHIELD OF ILL | 01-82 | 3,472.05 |
| RE058 | REGIONS BANK | 01-82 | 65.25 |
| ST162 | STANDARD INSURANCE COMPANY | 01-82 | 11.50 |
| SU045 | SUPERIOR VISION INSURANCE INC | 01-82 | 22.74 |
| **TOTAL MAYOR | | | 3,613.74 |
| FINANCE | | | |
| BL043 | BLUE CROSS AND BLUE SHIELD OF ILL | 01-83 | 1,962.59 |
| ST162 | STANDARD INSURANCE COMPANY | 01-83 | 17.25 |
| SU045 | SUPERIOR VISION INSURANCE INC | 01-83 | 27.41 |
| **TOTAL FINANCE | | | 2,007.25 |

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

01 GENERAL FUND

FINANCE
HUMAN RESOURCES/COMMUNITY DEV

| | | | |
|-------|-----------------------------------|-------|--------|
| 1112 | WATTS COPY SYSTEM, INC. | 01-84 | 131.44 |
| 6122 | VERIZON WIRELESS | 01-84 | 52.20 |
| BL043 | BLUE CROSS AND BLUE SHIELD OF ILL | 01-84 | 923.25 |
| FR042 | FREEBURG PRINTING & PUBLISHING, I | 01-84 | 60.00 |
| ST162 | STANDARD INSURANCE COMPANY | 01-84 | 11.50 |
| SU045 | SUPERIOR VISION INSURANCE INC | 01-84 | 10.72 |

**TOTAL HUMAN RESOURCES/COMMUNITY DEV 1,189.11

CLERKS

| | | | |
|-------|-----------------------------------|-------|----------|
| BL043 | BLUE CROSS AND BLUE SHIELD OF ILL | 01-85 | 4,467.69 |
| ST162 | STANDARD INSURANCE COMPANY | 01-85 | 14.65 |
| SU045 | SUPERIOR VISION INSURANCE INC | 01-85 | 33.46 |

**TOTAL CLERKS 4,515.80

TREASURER

| | | | |
|-------|-----------------------------------|-------|----------|
| BL043 | BLUE CROSS AND BLUE SHIELD OF ILL | 01-86 | 2,696.52 |
| ST162 | STANDARD INSURANCE COMPANY | 01-86 | 15.95 |
| SU045 | SUPERIOR VISION INSURANCE INC | 01-86 | 16.08 |

**TOTAL TREASURER 2,728.55

MAINTENANCE

| | | | |
|-------|-----------------------------------|-------|----------|
| 1112 | WATTS COPY SYSTEM, INC. | 01-87 | 22.47 |
| 515 | HOME-BRITE ACE HARDWARE | 01-87 | 33.96 |
| 6122 | VERIZON WIRELESS | 01-87 | 168.80 |
| 726 | CLEAN UNIFORM COMPANY | 01-87 | 95.50 |
| 782 | OVERHEAD DOOR COMPANY OF ST. LOUI | 01-87 | 464.25 |
| BL043 | BLUE CROSS AND BLUE SHIELD OF ILL | 01-87 | 9,235.85 |
| HU069 | HUELS OIL COMPANY | 01-87 | 215.08 |
| ST162 | STANDARD INSURANCE COMPANY | 01-87 | 40.25 |
| SU045 | SUPERIOR VISION INSURANCE INC | 01-87 | 71.57 |

**TOTAL MAINTENANCE 10,347.73

ENGINEERING

| | | | |
|-------|-----------------------------------|-------|----------|
| 1112 | WATTS COPY SYSTEM, INC. | 01-88 | 170.55 |
| 6122 | VERIZON WIRELESS | 01-88 | 47.20 |
| 884 | ST CLAIR COUNTY RECORDER OF DEEDS | 01-88 | 6.00 |
| BE030 | BEL-CLAIR ELECTRIC, INC | 01-88 | 695.00 |
| BL043 | BLUE CROSS AND BLUE SHIELD OF ILL | 01-88 | 2,940.61 |
| ST162 | STANDARD INSURANCE COMPANY | 01-88 | 11.50 |
| SU045 | SUPERIOR VISION INSURANCE INC | 01-88 | 16.07 |

**TOTAL ENGINEERING 3,886.93

01 GENERAL FUND

GRAND TOTAL 740,074.38

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| VENDOR # | NAME | DEPT. | AMOUNT |
|----------|-----------------------------------|-------------|-----------|
| ===== | | | |
| 04 | LIBRARY | | |
| 2102 | AMEREN ILLINOIS | 04-00 | 908.89 |
| 551 | ILLINOIS AMERICAN WATER | 04-00 | 155.76 |
| BL043 | BLUE CROSS AND BLUE SHIELD OF ILL | 04-00 | 16,723.13 |
| GR093 | GRAYBAR FINANCIAL SERVICES | 04-00 | 420.00 |
| RE058 | REGIONS BANK | 04-00 | 602.65 |
| ST162 | STANDARD INSURANCE COMPANY | 04-00 | 100.90 |
| SU045 | SUPERIOR VISION INSURANCE INC | 04-00 | 129.91 |
| WA116 | WALMART CREDIT CARD | 04-00 | 122.23 |
| | **TOTAL | | 19,163.47 |
| | | | ----- |
| 04 | LIBRARY | GRAND TOTAL | 19,163.47 |

| VENDOR # | NAME | DEPT. | AMOUNT |
|------------------------------|-----------------------------------|-------|----------|
| ===== | | | |
| 07 PLAYGROUND AND RECREATION | | | |
| 1112 | WATTS COPY SYSTEM, INC. | 07-00 | 85.95 |
| 2102 | AMEREN ILLINOIS | 07-00 | 572.06 |
| 551 | ILLINOIS AMERICAN WATER | 07-00 | 351.96 |
| 5565 | CITIZENS PARK UMPIRE ASSOCIATION | 07-00 | 1,080.00 |
| BL043 | BLUE CROSS AND BLUE SHIELD OF ILL | 07-00 | 2,151.59 |
| BO023 | BOYLE, LINDA | 07-00 | 32.50 |
| BU090 | BURKE, MATTHEW | 07-00 | 37.50 |
| CH075 | CHUCK E CHEESE | 07-00 | 909.30 |
| CO051 | CONTEMPORARY LIFE SAVING TRAINING | 07-00 | 850.80 |
| DP001 | DP GOLF CENTER INC | 07-00 | 270.00 |
| LE088 | LEHR, JAIME | 07-00 | 45.00 |
| PE071 | PETERSON, AMBER | 07-00 | 37.50 |
| PI023 | PITNEY BOWES GLOBAL FINANCIAL SER | 07-00 | 159.06 |
| PO051 | POLLOW, ADAM | 07-00 | 42.50 |
| SK007 | SKY ZONE | 07-00 | 1,118.40 |
| ST162 | STANDARD INSURANCE COMPANY | 07-00 | 50.20 |
| SU045 | SUPERIOR VISION INSURANCE INC | 07-00 | 60.24 |
| WA116 | WALMART CREDIT CARD | 07-00 | 544.60 |
| | **TOTAL | | 8,399.16 |
| | | | ----- |
| 07 PLAYGROUND AND RECREATION | GRAND TOTAL | | 8,399.16 |

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|----------|------|-------|--------|

12 GENERAL & COMMUNITY ASSISTANCE

| | | | |
|-------|-----------------------------------|-------|----------|
| 1112 | WATTS COPY SYSTEM, INC. | 12-00 | 176.28 |
| AT023 | ATS | 12-00 | 5,000.00 |
| BL043 | BLUE CROSS AND BLUE SHIELD OF ILL | 12-00 | 1,747.72 |
| PS001 | PSOP | 12-00 | 3,500.00 |
| ST162 | STANDARD INSURANCE COMPANY | 12-00 | 11.50 |
| SU045 | SUPERIOR VISION INSURANCE INC | 12-00 | 16.70 |
| SW012 | SWIC | 12-00 | 7,000.00 |
| SW014 | SWIC | 12-00 | 5,000.00 |
| SW015 | SWIC | 12-00 | 6,500.00 |
| SW016 | SWIC | 12-00 | 5,000.00 |
| SW017 | SWIC | 12-00 | 5,000.00 |

| | | | |
|---------|--|--|-----------|
| **TOTAL | | | 38,952.20 |
|---------|--|--|-----------|

| | | |
|-----------------------------------|-------------|-----------|
| 12 GENERAL & COMMUNITY ASSISTANCE | GRAND TOTAL | 38,952.20 |
|-----------------------------------|-------------|-----------|

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| VENDOR # | NAME | DEPT. | AMOUNT |
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| ===== | | | |
| 13 | MOTOR FUEL TAX FUND | | |
| EL001 | ELECTRICO, INC. | 13-00 | 411.37 |
| GO028 | GONZALEZ COMPANIES, LLC | 13-00 | 4,455.00 |
| KA009 | KASKASKIA ENGINEERING GROUP LLC | 13-00 | 5,821.78 |
| PR078 | PRECISION CONCRETE, INC | 13-00 | 7,370.00 |
| | **TOTAL | | ----- 18,058.15 |
| 13 | MOTOR FUEL TAX FUND | GRAND TOTAL | 18,058.15 |

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| VENDOR # | NAME | DEPT. | AMOUNT |
|----------|-------------------------|-------------|--------|
| 14 | FOUNTAIN FUND | | |
| 551 | ILLINOIS AMERICAN WATER | 14-00 | 455.78 |
| | **TOTAL | | 455.78 |
| 14 | FOUNTAIN FUND | GRAND TOTAL | 455.78 |

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| VENDOR # | NAME | DEPT. | AMOUNT |
|----------|----------------------------------|-------------|--------------------|
| ===== | | | |
| 15 | TORT LIABILITY FUND | | |
| IL093 | ILLINOIS PUBLIC RISK FUND (IPRF) | 15-00 | 88,519.58 |
| IP002 | IPMG | 15-00 | 800.00 |
| MA067 | MAV MASONRY, INC | 15-00 | 4,492.00 |
| | **TOTAL | | ----- 93,811.58 |
| | 15 TORT LIABILITY FUND | GRAND TOTAL | 93,811.58 |

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| VENDOR # | NAME | DEPT. | AMOUNT |
|----------|-----------------------------------|-------------|------------|
| ===== | | | |
| 19 | ARPA FUND | | |
| K0005 | KORTE & LUITJOHAN CONTRACTORS INC | 19-00 | 162,170.00 |
| | **TOTAL | | 162,170.00 |
| | 19 ARPA FUND | GRAND TOTAL | 162,170.00 |

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| VENDOR # | NAME | DEPT. | AMOUNT |
|----------|----------------------------------|-------------|--------------------|
| ===== | | | |
| 20 | CAMPUS FUND | | |
| 296 | CHEMSEARCH | 20-00 | 482.70 |
| 850 | REJIS COMMISSION | 20-00 | 270.00 |
| JO104 | JOHNSON CONTROLS FIRE PROTECTION | 20-00 | 10,714.17 |
| | **TOTAL | | ----- 11,466.87 |
| 20 | CAMPUS FUND | GRAND TOTAL | 11,466.87 |

| VENDOR # | NAME | DEPT. | AMOUNT |
|----------------------------------|-----------------------------------|-------|-----------|
| ===== | | | |
| 21 SEWER OPERATION & MAINTENANCE | | | |
| SEWER COLLECTION | | | |
| 1112 | WATTS COPY SYSTEM, INC. | 21-75 | 57.08 |
| 890 | ST CLAIR TOWNSHIP | 21-75 | 216.80 |
| AM007 | AMERICAN WATER | 21-75 | 1,375.20 |
| BL043 | BLUE CROSS AND BLUE SHIELD OF ILL | 21-75 | 1,756.98 |
| IN021 | INPUT TECHNOLOGY, INC | 21-75 | 6,071.33 |
| ST162 | STANDARD INSURANCE COMPANY | 21-75 | 5.75 |
| SU045 | SUPERIOR VISION INSURANCE INC | 21-75 | 10.72 |
| **TOTAL SEWER COLLECTION | | | 9,493.86 |
| SEWER LINES | | | |
| 1423 | EHRET PLUMBING & HEATING, INC. | 21-77 | 12,629.63 |
| 4058 | MORROW BROTHERS FORD, INC. | 21-77 | 35,000.00 |
| 4578 | SCHULTE SUPPLY | 21-77 | 129.84 |
| 6122 | VERIZON WIRELESS | 21-77 | 187.26 |
| BL043 | BLUE CROSS AND BLUE SHIELD OF ILL | 21-77 | 6,180.45 |
| BR073 | BRECKENRIDGE OF ILLINOIS LLC | 21-77 | 589.14 |
| CA024 | CARTER-WATERS | 21-77 | 257.20 |
| CL019 | C & L BACKHOE | 21-77 | 3,540.00 |
| CO051 | CONTEMPORARY LIFE SAVING TRAINING | 21-77 | 207.00 |
| HU069 | HUELS OIL COMPANY | 21-77 | 1,428.02 |
| SI024 | EVOQUA WATER TECHNOLOGIES LLC | 21-77 | 7,833.00 |
| ST043 | ST LOUIS COMPOSTING INC | 21-77 | 170.10 |
| ST162 | STANDARD INSURANCE COMPANY | 21-77 | 28.75 |
| SU045 | SUPERIOR VISION INSURANCE INC | 21-77 | 68.16 |
| UN027 | UNIFIRST CORPORATION | 21-77 | 264.98 |
| VE023 | VERIZON CONNECT NWF, INC. | 21-77 | 194.28 |
| WA066 | WARNING LITES OF SOUTHERN ILLINOI | 21-77 | 485.10 |
| **TOTAL SEWER LINES | | | 69,192.91 |
| SEWER PLANT | | | |
| 1112 | WATTS COPY SYSTEM, INC. | 21-78 | 139.62 |
| 2102 | AMEREN ILLINOIS | 21-78 | 39,985.89 |
| 214 | BELLEVILLE SUPPLY COMPANY | 21-78 | 208.21 |
| 272 | BUSTER'S TIRE MART | 21-78 | 40.00 |
| 4058 | MORROW BROTHERS FORD, INC. | 21-78 | 34,740.00 |
| 413 | ERB TURF EQUIPMENT, INC. | 21-78 | 92.20 |
| 441 | FRIEDERICH AUTO & RADIATOR | 21-78 | 585.90 |
| 4902 | AT & T | 21-78 | 364.70 |
| 515 | HOME-BRITE ACE HARDWARE | 21-78 | 39.96 |
| 5416 | AMERICAN MESSAGING | 21-78 | 83.29 |
| 6122 | VERIZON WIRELESS | 21-78 | 453.99 |
| 6194 | ILLINOIS ELECTRIC WORKS | 21-78 | 857.75 |
| 7591 | USA BLUEBOOK | 21-78 | 173.99 |
| 8071 | HACH COMPANY | 21-78 | 689.69 |
| BL043 | BLUE CROSS AND BLUE SHIELD OF ILL | 21-78 | 26,716.05 |
| CO051 | CONTEMPORARY LIFE SAVING TRAINING | 21-78 | 534.95 |
| EL013 | ELECTRIC CONTROLS CO | 21-78 | 7,074.63 |

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

21 SEWER OPERATION & MAINTENANCE

SEWER PLANT

| | | | |
|-------|-----------------------------------|---------|-----------|
| HA143 | HAWKINS, INC | 21-78 | 10,131.00 |
| HU069 | HUELS OIL COMPANY | 21-78 | 4,403.52 |
| IL029 | ILLINOIS ENVIRONMENTAL PROTECTION | 21-78CY | 235.00 |
| RA040 | RACHELS, TIMOTHY | 21-78 | 97.49 |
| ST009 | ST CLAIR SERVICE COMPANY | 21-78 | 316.15 |
| ST162 | STANDARD INSURANCE COMPANY | 21-78 | 96.45 |
| SU045 | SUPERIOR VISION INSURANCE INC | 21-78 | 173.19 |
| UN027 | UNIFIRST CORPORATION | 21-78 | 157.38 |

**TOTAL SEWER PLANT

128,391.00

21 SEWER OPERATION & MAINTENANCE GRAND TOTAL 207,077.77

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| VENDOR # | NAME | DEPT. | AMOUNT |
|----------|--|-------|------------------|
| ===== | | | |
| 22 | SEWER REPAIR & REPLACEMENT FUND | | |
| 419 | JOHN FABICK TRACTOR COMPANY | 22-00 | 10,795.96 |
| | **TOTAL | | <u>10,795.96</u> |
| | 22 SEWER REPAIR & REPLACEMENT FUND GRAND TOTAL | | 10,795.96 |

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| VENDOR # | NAME | DEPT. | AMOUNT |
|----------|----------------------------------|-------------|--------------------|
| ===== | | | |
| 24 | SEWER CONSTRUCTION FUND | | |
| 486 | HANK'S EXCAVATING & LANDSCAPING, | 24-00 | 29,232.71 |
| GO028 | GONZALEZ COMPANIES, LLC | 24-00 | 2,732.17 |
| | **TOTAL | | ----- 31,964.88 |
| | 24 SEWER CONSTRUCTION FUND | GRAND TOTAL | 31,964.88 |

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| VENDOR # | NAME | DEPT. | AMOUNT |
|----------|-------------------------|-------------|--------|
| 30 | SPECIAL SERVICE AREA | | |
| 2102 | AMEREN ILLINOIS | 30-00 | 196.81 |
| | **TOTAL | | 196.81 |
| | 30 SPECIAL SERVICE AREA | GRAND TOTAL | 196.81 |

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| VENDOR # | NAME | DEPT. | AMOUNT |
|----------|-----------------------------------|-------------|-------------------|
| ===== | | | |
| 38 | TIF 3 (CITY OF BELLEVILLE) | | |
| IL029 | ILLINOIS ENVIRONMENTAL PROTECTION | 38-00CY | 1,000.00 |
| | **TOTAL | | ----- 1,000.00 |
| | 38 TIF 3 (CITY OF BELLEVILLE) | GRAND TOTAL | 1,000.00 |

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| VENDOR # | NAME | DEPT. | AMOUNT |
|----------|----------------------------------|-------------|-----------------|
| ===== | | | |
| 44 | BELLEVILLE ILLINOIS TOURISM | | |
| 966 | ILLINOISOUTH TOURISM | 44-00 | 700.00 |
| ST087 | ST LOUIS ATTRACTIONS ASSOCIATION | 44-00 | 55.00 |
| | **TOTAL | | ----- 755.00 |
| 44 | BELLEVILLE ILLINOIS TOURISM | GRAND TOTAL | 755.00 |

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| VENDOR # | NAME | DEPT. | AMOUNT |
|----------|-------------------------|-------------|----------|
| 55 | TIF 13 (DRAKE ROAD) | | |
| GO028 | GONZALEZ COMPANIES, LLC | 55-00 | 7,200.00 |
| | **TOTAL | | 7,200.00 |
| | 55 TIF 13 (DRAKE ROAD) | GRAND TOTAL | 7,200.00 |

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| VENDOR # | NAME | DEPT. | AMOUNT |
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| ===== | | | |
| 57 | TIF 15 (CARLYLE GREENMOUNT) | | |
| UM001 | UMB BANK - CORPORATE TRUST | 57-00 | 236,476.39 |
| | **TOTAL | | <u>236,476.39</u> |
| | 57 TIF 15 (CARLYLE GREENMOUNT) | GRAND TOTAL | 236,476.39 |

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| VENDOR # | NAME | DEPT. | AMOUNT |
|----------|--------------|-------------|-----------------|
| ===== | | | |
| 72 | NARCOTICS | | |
| UT001 | UTILITRA | 72-00 | 975.00 |
| | **TOTAL | | ----- 975.00 |
| | 72 NARCOTICS | GRAND TOTAL | 975.00 |

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DATE: 08/01/22

[NCS]
PAGE 24

| VENDOR # | NAME | DEPT. | AMOUNT |
|----------|---------------------------------|-------------|-----------------|
| ===== | | | |
| 77 | TIF 19 (FRANK SCOTT PARKWAY) | | |
| EL001 | ELECTRICO, INC. | 77-00 | 297.02 |
| | **TOTAL | | ----- 297.02 |
| | 77 TIF 19 (FRANK SCOTT PARKWAY) | GRAND TOTAL | 297.02 |
| | GRAND TOTAL FOR ALL FUNDS: | | 1,589,290.42 |
| | TOTAL FOR REGULAR CHECKS: | | 1,564,013.01 |
| | TOTAL FOR DIRECT PAY VENDORS: | | 25,277.41 |

PAYROLL BREAKDOWN AS PER G/L DISTRIBUTION REPORT
PAYROLL DATE: July 29, 2022

| | | |
|-------|--|----------------------------|
| 01 50 | ADMINISTRATION | <u>\$17,466.48</u> |
| 01 51 | POLICE | <u>\$296,963.56</u> |
| 01 52 | FIRE | <u>\$237,151.92</u> |
| 01 53 | STREET | <u>\$42,242.81</u> |
| 01 54 | PARKS | <u>\$23,214.94</u> |
| 01 55 | CEMETERY | <u>\$6,443.90</u> |
| 01 56 | SANITATION | <u>\$34,680.14</u> |
| 01 60 | LEGAL | <u>\$7,502.10</u> |
| 01 61 | HOUSING DEPARTMENT | <u>\$24,045.10</u> |
| 01 62 | ECONOMIC DEVELOPMENT & PLANNING | <u>\$8,414.51</u> |
| 01 82 | MAYOR | <u>\$6,746.57</u> |
| 01 83 | FINANCE | <u>\$7,186.96</u> |
| 01 84 | HUMAN RESOURCE | <u>\$6,025.31</u> |
| 01 85 | CLERK | <u>\$8,427.01</u> |
| 01 86 | TREASURER | <u>\$3,512.05</u> |
| 01 87 | MAINTENANCE | <u>\$15,746.70</u> |
| 01 88 | ENGINEER | <u>\$5,889.76</u> |
| | TOTAL GENERAL FUND | <u>\$751,659.82</u> |
| 4 | LIBRARY | <u>\$35,804.86</u> |
| 7 | RECREATION | <u>\$32,089.24</u> |
| 12 | G & C ASSISTANCE | <u>\$4,089.20</u> |
| 21 75 | SEWER COLLECTIONS | <u>\$6,042.84</u> |
| 21 77 | SEWER LINES | <u>\$10,889.65</u> |
| 21 78 | SEWER PLANT | <u>\$50,412.19</u> |
| | TOTAL SEWER DEPARTMENT | <u>\$67,344.68</u> |
| | Employers' Portion of FICA (06-00-21500) CR | <u>\$36,765.40</u> |
| | *****TOTAL PAYROLL | <u>\$927,753.20</u> |

CITY ATTORNEY REPORT

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

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

- A. Ordinance Violation Cases.** The City currently has approximately 500 ordinance violation cases pending.
- B. Demolition/Foreclosure/Housing Cases.** The City currently has 19 cases pending involving demolition or foreclosure proceedings, or other housing code/building code violations. The addresses of the subject properties are as follows:

1. *Foreclosures*

26 South 77th Street (Brooks)
201 West Adams Street (Burdell)
1005 West D Street (Johnson)
1015 Arthur Street (Peterson)
15 North 10th Street (Schmidt)
906 North Charles Street (Taylor)

2. *Demolitions*

416 Sycamore Street (Bien)
2006 Madison Street (Brooks)
820 North 89th Street (Diggs)
700 West C Street (Gallon)
433 South Church Street (Gianino)
96 North 98th Street (Hall)
107 East D Street (Johnson)
611 East McKinley Avenue (Keller)
10606 West Main Street (Nicholson)
3532 Lorene Street (Owens)
213 North 44th Street (Payer)
610 South Douglas Avenue (Plants-n-More)
134 North Virginia Avenue (Shri Mahalakshmi, LLC)

C. **Other Civil Cases.** The City currently has pending the following other civil cases in which I am representing the City:

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

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

In accordance with the Settlement Agreement reached between the parties, Defendant has installed/constructed the improvements set forth in the Fire Alarm Plan submitted to the City by JRG's contractor, Pro-Alarm, LLC, and approved in City Fire Alarm Construction Permit. Accordingly, this matter is now concluded.

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

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

reports attached hereto as Exhibit A in compliance with the City's Revised Code of Ordinances, at Defendant's sole cost and expense.

On October 29, 2020, the Court entered an Order providing that "Defendant shall completely secure the subject Property with metal fencing (so as to prevent access to the Property)" and further that "Defendant shall submit a demolition plan to the Court." The City Police Department has confirmed that the security fencing has been installed, and we await Defendant's demolition plan. While the matter was set for hearing on the City's Motion for Default Judgment and Petition for Rule to Show Cause for Indirect Civil Contempt on February 17, 2022, the matter was then automatically stayed based upon Defendant's petition for bankruptcy. Accordingly, the City filed a Complaint to Determine the Dischargeability of Debt against Defendant in the United States Bankruptcy Court for the Southern District of Illinois, which remains pending.

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

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

- assess a daily fine against Defendants under Section 110.999 of the City's Revised Code of Ordinances from at least September 13, 2019 to present for Defendants' ongoing violation of Chapter 110 of the City's Revised Code of Ordinances;
- a binding declaration of the rights of the parties to this case, including but not limited to a declaration that Defendants have Defendants operation of Monkey Tree Service on the Property is a non-permitted use in violation of Section 162.093 of the City's Revised Code of Ordinances;
- a permanent injunction requiring Defendants to immediately cease the operation of Monkey Tree Service on the Property in violation of Chapter 162 of the City's Revised Code of Ordinances;
- assess a daily fine against Defendants under Section 162.999 of the City's Revised Code of Ordinances from at least September 13, 2019 to present for Defendants' ongoing violation of Chapter 162 of the City's Revised Code of Ordinances.

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

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

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

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



Tabulation of Bids



| | | | |
|---|-----------|----------------|--------------|
| Local Public Agency | County | Section Number | Letting Date |
| City of Belleville - Materials Group 1A, 1B | St. Clair | 23-00000-00-GM | 06/29/22 |

| | |
|------------------------------|--------------------------------------|
| Approved Engineer's Estimate | Attended By (IDOT Representative(s)) |
| \$42,200.00 | |

| | | | |
|--------------------|--------------------------|-------------------------------|--|
| Bidder's Name | Beelman Logistics, LLC | Mike A. Maedge Trucking, Inc. | |
| Bidder's Address | One Racehorse Dr. | 11327 State Rt 143 | |
| City, State, Zip | East St. Louis, IL 62205 | Highland, IL 62249 | |
| Proposal Guarantee | | | |
| Terms | | | |

Approved Engineer's Estimate

| Item No. | Item | Delivery | Unit | Quantity | Unit Price | Total | Unit Price | Total | Unit Price | Total | Unit Price | Total |
|-------------------|-----------------------------|----------|------|----------|------------|-------------|----------------|-------------|-------------|-------------|-------------|--------|
| 1A | CA-6, Furnished & Delivered | | TON | 1200 | \$8.7500 | \$10,500.00 | \$11.8900 | \$14,268.00 | \$11.7000 | \$14,040.00 | | \$0.00 |
| | CA-7, Furnished & Delivered | | TON | 600 | \$12.9500 | \$7,770.00 | \$16.2900 | \$9,774.00 | \$16.2500 | \$9,750.00 | | \$0.00 |
| | Rip Rap Class A2 | | TON | 500 | \$13.1500 | \$6,575.00 | \$13.1900 | \$6,595.00 | \$16.0500 | \$8,025.00 | | \$0.00 |
| | Rip Rap Class A3 | | TON | 500 | \$14.5000 | \$7,250.00 | \$18.8900 | \$9,445.00 | \$17.4500 | \$8,725.00 | | \$0.00 |
| | Rip Rap Class A4 | | TON | 500 | \$16.7500 | \$8,375.00 | \$20.9900 | \$10,495.00 | \$20.6000 | \$10,300.00 | | \$0.00 |
| 1B | FA-6 Sand | | TON | 200 | \$8.6500 | \$1,730.00 | \$11.5400 | \$2,308.00 | \$13.0000 | \$2,600.00 | | \$0.00 |
| | | | | | | | | | | | | |
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| | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| Total Bid: | | | | | | | As Read: | | | | | |
| | | | | | | | As Calculated: | | \$52,885.00 | | \$53,440.00 | \$0.00 |
| | | | | | | | % Over/Under: | | 25.32 % | | 26.64 % | |



Tabulation of Bids



| | | | |
|--|-----------|----------------|--------------|
| Local Public Agency | County | Section Number | Letting Date |
| City of Belleville - Materials Group 7 | St. Clair | 23-00000-00-GM | 06/29/22 |

| | |
|------------------------------|--------------------------------------|
| Approved Engineer's Estimate | Attended By (IDOT Representative(s)) |
| \$18,109.10 | |

| | | | | |
|--------------------|----------------------------|--|--|--|
| Bidder's Name | Energy Culvert Company LLC | | | |
| Bidder's Address | P.O. Box 640 | | | |
| City, State, Zip | Energy, IL 62933 | | | |
| Proposal Guarantee | | | | |
| Terms | | | | |

Approved Engineer's Estimate

| Item No. | Item | Delivery | Unit | Quantity | Unit Price | Total | Unit Price | Total | Unit Price | Total | Unit Price | Total |
|-------------------|-------------------|----------|------|----------|------------|------------|----------------|-------------|------------|--------|------------|--------|
| 7 | CMP Culverts 10" | | FT | 500 | \$7.5000 | \$3,750.00 | \$16.9000 | \$8,450.00 | | \$0.00 | | \$0.00 |
| | 10" Regular Bands | | EA | 20 | \$11.2500 | \$225.00 | \$21.2600 | \$425.20 | | \$0.00 | | \$0.00 |
| | CMP Culverts 12" | | FT | 1000 | \$7.5000 | \$7,500.00 | \$21.8400 | \$21,840.00 | | \$0.00 | | \$0.00 |
| | 12" Regular Bands | | EA | 30 | \$11.5000 | \$345.00 | \$32.7600 | \$982.80 | | \$0.00 | | \$0.00 |
| | CMP Culverts 15" | | FT | 200 | \$10.5000 | \$2,100.00 | \$26.2100 | \$5,242.00 | | \$0.00 | | \$0.00 |
| | 15" Regular Bands | | EA | 5 | \$15.5000 | \$77.50 | \$39.3100 | \$196.55 | | \$0.00 | | \$0.00 |
| | CMP Culverts 18" | | FT | 100 | \$12.0000 | \$1,200.00 | \$32.7000 | \$3,270.00 | | \$0.00 | | \$0.00 |
| | 18" Regular Bands | | EA | 4 | \$17.4000 | \$69.60 | \$49.1400 | \$196.56 | | \$0.00 | | \$0.00 |
| | CMP Culverts 21" | | FT | 80 | \$14.5000 | \$1,160.00 | \$37.1300 | \$2,970.40 | | \$0.00 | | \$0.00 |
| | 21" Regular Bands | | EA | 2 | \$21.7500 | \$43.50 | \$55.6900 | \$111.38 | | \$0.00 | | \$0.00 |
| | CMP Culverts 24" | | FT | 80 | \$19.7500 | \$1,580.00 | \$41.5000 | \$3,320.00 | | \$0.00 | | \$0.00 |
| | 24" Regular Bands | | EA | 2 | \$29.2500 | \$58.50 | \$62.2400 | \$124.48 | | \$0.00 | | \$0.00 |
| Total Bid: | | | | | | | As Read: | | | | | |
| | | | | | | | As Calculated: | \$47,129.37 | \$0.00 | \$0.00 | | |
| | | | | | | | % Over/Under: | 160.25 % | | | | |



Tabulation of Bids



| | | | |
|-------------------------------|-----------|----------------|--------------|
| Local Public Agency | County | Section Number | Letting Date |
| City of Belleville - Ditching | St. Clair | 23-00000-06-GM | 06/29/22 |

| | |
|------------------------------|--------------------------------------|
| Approved Engineer's Estimate | Attended By (IDOT Representative(s)) |
| \$84,027.25 | |

| | | | |
|--------------------|-----------------------------------|---------------------------------------|--|
| Bidder's Name | Fournie Contracting Company, Inc. | Hank's Excavating & Landscaping, Inc. | |
| Bidder's Address | 2700 S. Belt West | 5825 W. State Rte 161 | |
| City, State, Zip | Belleville, IL 62226 | Belleville, IL 62223 | |
| Proposal Guarantee | | | |
| Terms | | | |

Approved Engineer's Estimate

| Item No. | Item | Delivery | Unit | Quantity | Unit Price | Total | Unit Price | Total | Unit Price | Total | Unit Price | Total |
|----------|-----------------------------|----------|------|----------|------------|-------------|------------|-------------|------------|-------------|------------|--------|
| 1 | Foreman | | HOUR | 110 | \$80.0000 | \$8,800.00 | \$77.0000 | \$8,470.00 | \$119.0000 | \$13,090.00 | | \$0.00 |
| 2 | Laborer | | HOUR | 250 | \$81.0000 | \$20,250.00 | \$77.0000 | \$19,250.00 | \$110.0000 | \$27,500.00 | | \$0.00 |
| 3 | Operator | | HOUR | 35 | \$66.0000 | \$2,310.00 | \$80.0000 | \$2,800.00 | \$120.0000 | \$4,200.00 | | \$0.00 |
| 4 | Trackhoe w/ Operator | | HOUR | 112.25 | \$131.0000 | \$14,704.75 | \$125.0000 | \$14,031.25 | \$165.0000 | \$18,521.25 | | \$0.00 |
| 5 | Mini Excavator w/ Operator | | HOUR | 59 | \$136.0000 | \$8,024.00 | \$140.0000 | \$8,260.00 | \$144.0000 | \$8,496.00 | | \$0.00 |
| 6 | Backhoe w/ Operator | | HOUR | 149 | \$136.0000 | \$20,264.00 | \$135.0000 | \$20,115.00 | \$141.0000 | \$21,009.00 | | \$0.00 |
| 7 | Skidster w/ Operator | | HOUR | 11 | \$58.0000 | \$638.00 | \$50.0000 | \$550.00 | \$145.0000 | \$1,595.00 | | \$0.00 |
| 8 | Skidster w/ Tracks Operator | | HOUR | 8.5 | \$136.0000 | \$1,156.00 | \$135.0000 | \$1,147.50 | \$150.0000 | \$1,275.00 | | \$0.00 |
| 9 | Skidster w/ Tracks Soil CND | | HOUR | 5.5 | \$126.0000 | \$693.00 | \$120.0000 | \$660.00 | \$165.0000 | \$907.50 | | \$0.00 |
| 10 | Road Grader w/ Operator | | HOUR | 6.5 | \$66.0000 | \$429.00 | \$60.0000 | \$390.00 | \$180.0000 | \$1,170.00 | | \$0.00 |
| 11 | Single Axle Truck w/ Driver | | HOUR | 6.5 | \$91.0000 | \$591.50 | \$87.0000 | \$565.50 | \$130.0000 | \$845.00 | | \$0.00 |
| 12 | Tandem Axle Truck (14 Ton) | | HOUR | 25.5 | \$98.0000 | \$2,499.00 | \$94.0000 | \$2,397.00 | \$135.0000 | \$3,442.50 | | \$0.00 |
| 13 | 4 Wheel ATV w/ Seeder | | HOUR | 15 | \$10.0000 | \$150.00 | \$2.0000 | \$30.00 | \$15.0000 | \$225.00 | | \$0.00 |
| 14 | Mobilization (Trackhoe) | | EACH | 11 | \$76.0000 | \$836.00 | \$70.0000 | \$770.00 | \$300.0000 | \$3,300.00 | | \$0.00 |
| 15 | CA-06 TYPE A | | TON | 80 | \$15.0000 | \$1,200.00 | \$9.0000 | \$720.00 | \$6.6500 | \$532.00 | | \$0.00 |
| 16 | CM-11C | | TON | 36 | \$13.0000 | \$468.00 | \$7.0000 | \$252.00 | \$11.8000 | \$424.80 | | \$0.00 |
| 17 | Class SI Concrete | | CUYD | 8.5 | \$106.0000 | \$901.00 | \$110.0000 | \$935.00 | \$123.0000 | \$1,045.50 | | \$0.00 |

| Item No. | Item | Delivery | Unit | Quantity | Unit Price | Total | Unit Price | Total | Unit Price | Total | Unit Price | Total |
|-------------------|----------------|----------|------|----------|------------|----------------|-------------|--------------|------------|----------|------------|--------|
| 18 | Mulch Method 2 | | ACRE | 1 | \$113.0000 | \$113.00 | \$100.0000 | \$100.00 | \$800.0000 | \$800.00 | | \$0.00 |
| Total Bid: | | | | | | As Read: | | | | | | |
| | | | | | | As Calculated: | \$81,443.25 | \$108,378.55 | | \$0.00 | | |
| | | | | | | % Over/Under: | (3.08)% | 28.98 % | | | | |



Tabulation of Bids



| | | | |
|--|-----------|----------------|--------------|
| Local Public Agency | County | Section Number | Letting Date |
| CITY OF BELLEVILLE - Belleville Crossing | St. Clair | 21-00225-00-PV | 06/21/22 |

| | |
|------------------------------|--------------------------------------|
| Approved Engineer's Estimate | Attended By (IDOT Representative(s)) |
| \$444,737.05 | |

| | | | |
|--------------------|-------------------------|----------------------------|--|
| Bidder's Name | The Kilian Corporation | Christ Bros. Asphalt, Inc. | |
| Bidder's Address | 608 S. Independence St. | 820 S. Fritz St. | |
| City, State, Zip | Mascoutah, IL 62258 | Lebanon, IL 62254 | |
| Proposal Guarantee | | | |
| Terms | | | |

Approved Engineer's Estimate

| Item No. | Item | Delivery | Unit | Quantity | Unit Price | Total | Unit Price | Total | Unit Price | Total | Unit Price | Total |
|----------|-------------------------|----------|-------|----------|-------------|--------------|-------------|--------------|-------------|--------------|------------|--------|
| 1 | AGGREGTE-TEMP ACCES | | TON | 2 | \$30.0000 | \$60.00 | \$25.0000 | \$50.00 | \$400.0000 | \$800.00 | | \$0.00 |
| 2 | BIT MATLS TACK CT | | POUND | 8973 | \$1.5000 | \$13,459.50 | \$1.6500 | \$14,805.45 | \$2.8200 | \$25,303.86 | | \$0.00 |
| 3 | HMA SURF REM BUTT JT | | SQ YD | 101 | \$40.0000 | \$4,040.00 | \$15.0000 | \$1,515.00 | \$3.8400 | \$387.84 | | \$0.00 |
| 4 | HMA SC IL-9.5 D N50 | | TON | 2234 | \$105.0000 | \$234,570.00 | \$132.0000 | \$294,888.00 | \$116.6000 | \$260,484.40 | | \$0.00 |
| 5 | PC CONC SIDEWALK 4" | | SQ FT | 96 | \$12.5000 | \$1,200.00 | \$22.0000 | \$2,112.00 | \$40.0000 | \$3,840.00 | | \$0.00 |
| 6 | DETECTABLE WARNINGS | | SQ FT | 11 | \$40.0000 | \$440.00 | \$75.0000 | \$825.00 | \$69.0000 | \$759.00 | | \$0.00 |
| 7 | HMA SURF REM 2 | | SQ YD | 19940 | \$5.0000 | \$99,700.00 | \$4.4000 | \$87,736.00 | \$3.8400 | \$76,569.60 | | \$0.00 |
| 8 | COMB. CURB & GUTR REM | | FOOT | 18 | \$8.0000 | \$144.00 | \$42.0000 | \$756.00 | \$100.0000 | \$1,800.00 | | \$0.00 |
| 9 | SIDEWALK REM | | SQ FT | 85 | \$3.0000 | \$255.00 | \$10.0000 | \$850.00 | \$40.0000 | \$3,400.00 | | \$0.00 |
| 10 | COMB. CURB & GTR, TB-6. | | FOOT | 18 | \$30.0000 | \$540.00 | \$155.0000 | \$2,790.00 | \$94.0000 | \$1,692.00 | | \$0.00 |
| 11 | MOBILIZATION | | L SUM | 1 | \$25,000.00 | \$25,000.00 | \$27,030.00 | \$27,030.00 | \$38,487.00 | \$38,487.00 | | \$0.00 |
| 12 | SHORT TERM PAVT MKING | | FOOT | 898 | \$0.2500 | \$224.50 | \$3.0000 | \$2,694.00 | \$3.3500 | \$3,008.30 | | \$0.00 |
| 13 | SHRT TRM PACT MK REM | | SQ FT | 300 | \$1.0000 | \$300.00 | \$6.0000 | \$1,800.00 | \$0.0100 | \$3.00 | | \$0.00 |
| 14 | TEMP PVT MK LTRS & SYM | | SQ FT | 624 | \$0.5000 | \$312.00 | \$0.0100 | \$6.24 | \$0.0100 | \$6.24 | | \$0.00 |
| 15 | TEMP PCT MK LINE 4 | | FOOT | 11285 | \$0.2500 | \$2,821.25 | \$0.0100 | \$112.85 | \$0.0100 | \$112.85 | | \$0.00 |
| 16 | TEMP PVT MK LINE 6 | | FOOT | 39 | \$0.3500 | \$13.65 | \$0.0100 | \$0.39 | \$0.0100 | \$0.39 | | \$0.00 |
| 17 | TEMP PCT MK LINE 8 | | FOOT | 251 | \$0.4000 | \$100.40 | \$0.0100 | \$2.51 | \$0.0100 | \$2.51 | | \$0.00 |

| Item No. | Item | Delivery | Unit | Quantity | Unit Price | Total | Unit Price | Total | Unit Price | Total | Unit Price | Total |
|-------------------|-----------------------|----------|--------|----------|---------------|----------------|--------------|--------------|---------------|--------------|------------|--------|
| 18 | TEMP PVT MK LINE 12 | | FOOT | 219 | \$0.5000 | \$109.50 | \$0.0100 | \$2.19 | \$0.0100 | \$2.19 | | \$0.00 |
| 19 | THPL-MK-LTRS & SYMBOL | | SQ FT | 624 | \$2.0000 | \$1,248.00 | \$10.7500 | \$6,708.00 | \$10.0000 | \$6,240.00 | | \$0.00 |
| 20 | THPL PVT MK LINE 4 | | FOOT | 11285 | \$1.5000 | \$16,927.50 | \$1.0300 | \$11,623.55 | \$0.9500 | \$10,720.75 | | \$0.00 |
| 21 | THPL PVT MK LINE 6 | | FOOT | 39 | \$0.2500 | \$9.75 | \$5.6500 | \$220.35 | \$5.0000 | \$195.00 | | \$0.00 |
| 22 | THPL PVT MK LINE 8 | | FOOT | 251 | \$1.0000 | \$251.00 | \$8.2000 | \$2,058.20 | \$7.0000 | \$1,757.00 | | \$0.00 |
| 23 | THPL PVT MK LINE 12 | | FOOT | 219 | \$1.0000 | \$219.00 | \$9.2500 | \$2,025.75 | \$12.0000 | \$2,628.00 | | \$0.00 |
| 24 | PVMT MRKG REM WTR BL | | S FOOT | 4792 | \$1.0000 | \$4,792.00 | \$0.0100 | \$47.92 | \$0.0100 | \$47.92 | | \$0.00 |
| 25 | CONSTRUCTION LAYOUT | | L SUM | 1 | \$7,000.0000 | \$7,000.00 | \$2,500.0000 | \$2,500.00 | \$12,280.0000 | \$12,280.00 | | \$0.00 |
| 26 | LOC UNDERGR UTILITIES | | FOOT | 1000 | \$1.0000 | \$1,000.00 | \$1.0000 | \$1,000.00 | \$0.0100 | \$10.00 | | \$0.00 |
| 27 | TRAF CONT & PROT SPL | | L SUM | 1 | \$30,000.0000 | \$30,000.00 | \$8,000.0000 | \$8,000.00 | \$29,443.0000 | \$29,443.00 | | \$0.00 |
| Total Bid: | | | | | | As Read: | | | | | | |
| | | | | | | As Calculated: | | \$472,159.40 | | \$479,980.85 | | \$0.00 |
| | | | | | | % Over/Under: | | 6.17 % | | 7.92 % | | |



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

AGREEMENT FOR PROFESSIONAL SERVICES

TO CITY OF BELLEVILLE
ATTN: SAL ELKOTT, P.E.
2300 W. MAIN ST., BLDG M / SUITE M116
BELLEVILLE, IL 62220

DATE July 6, 2022

PROJECT BELLEVILLE CROSSING CONSTRUCTION INSPECTION
PROJECT NO. 22-1020
DEPARTMENT Construction Engineering
PROJECT TYPE Transportation

SECTION 1 DEFINITIONS AND PARTIES

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

The CLIENT proposes to engage the ENGINEER to furnish certain professional services in connection with BELLEVILLE CROSSING CONSTRUCTION INSPECTION, which work is hereinafter referred to as the PROJECT.

SECTION 2 SCOPE OF SERVICES

BACKGROUND

The City of Belleville has asked Gonzalez Companies to provide professional services related to the improvements to reconstruct and improve vehicle and pedestrian accommodations on a 0.85-mile section of Belleville Crossing. The existing asphalt pavement will be milled and resurfaced with hot-mix asphalt surface. The project will include replacement of the ramp, concrete curb, and sidewalk at the intersection of Belleville Crossing and Voellinger Place. Ramps will be constructed to current ADA standards at roadway intersections as well as other work according to the plans and these specifications.

TASK 1 CONSTRUCTION INSPECTION

Inspection services for the project are expected to be in accordance with IDOT MFT standards and include daily inspections for the following specific items:

- Hot-Mix Asphalt Surface Removal
- Hot-Mix Asphalt Paving
- PCC Sidewalk Construction
- Installation of Pavement Markings

In addition, the project has a pay item for contractor layout; however, per the Construction Layout special provision, the ENGINEER will need to provide some surveyed layout for stationing and identification of benchmarks for the use by the contractor.

It is assumed that the ENGINEER will provide 4 hrs./day for the daily inspection and documentation. The ENGINEER will also provide nuclear density testing for verification of the contractor's results, as well as the material testing requirements for the Portland cement concrete construction (air, slump, strength).

Additional time has been included in the manhour estimate for preparation and submittal of the Request for Assignment, prefinal and final pay estimates, as well as preconstruction meetings, final inspection, closeout and general project management, administration and coordination.

ASSUMPTIONS AND CLARIFICATIONS

The estimated time and fee provided in the manhour estimate is largely dependent on the contractor's schedule of operations. Since Gonzalez is not in control of the means and methods or schedule of work, construction inspection assistance will be provided up to a maximum of 80 hours (4 hours a day during the assumed 20 working days for Tech V during the regular work week). Additionally, it is assumed a maximum of 16 hours will be spent by a Project Manager during the course of the project to assist with construction issues including preconstruction phase services, field changes, final inspection and general project management. If additional time is needed to due to circumstances outside the control of the ENGINEER, the CLIENT will be billed on a time and material basis according to the attached Professional Service Rates.

SECTION 3 TIME FOR PERFORMANCE

DELIVERABLE SCHEDULE

The ENGINEER will provide construction inspection throughout construction of the project and perform additional duties as requested by the CLIENT based on a mutually agreed time period.

SECTION 4 COMPENSATION

The ENGINEER agrees to perform task 1 within SECTION 2 SCOPE OF SERVICES for a TIME AND MATERIAL fee of FIFTEEN THOUSAND EIGHT HUNDRED SEVENTY dollars (\$15,870.00 USD) unless scope changes occur. The ENGINEER may submit invoices as frequently as monthly.

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

Gonzalez Companies, LLC
Attn: Accounting
1750 S Brentwood Blvd., Ste. 700
St. Louis, MO 63144-1339

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

CITY OF BELLEVILLE
ATTN: SAL ELKOTT, P.E.
2300 W. MAIN ST., BLDG M / SUITE M116
BELLEVILLE, IL 62220

SECTION 5 INCORPORATION OF EXHIBITS

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

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

SECTION 6 ACCEPTANCE

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

This AGREEMENT effective this 18 day of JULY, 2022.

GONZALEZ COMPANIES, LLC

CITY OF BELLEVILLE

Authorized Client Representative

Richard Patrick Judge, P.E.

Print Name

Managing Principal

Print Title

Date

Date

TERMS & CONDITIONS

January 1, 2019

1. **STANDARD OF PERFORMANCE**

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

2. **INSURANCE**

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

3. **OPINIONS OF PROBABLE COST (COST ESTIMATES)**

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

4. **CONSTRUCTION PROCEDURES**

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

5. **CONTROLLING LAW**

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

6. **SERVICES AND INFORMATION**

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

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

7. **SUCCESSORS AND ASSIGNS**

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

8. **RE-USE OF DOCUMENTS**

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

9. **TERMINATION OF AGREEMENT**

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

10. **SEVERABILITY**

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

11. **INVOICES**

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

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

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

12. **CHANGES**

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

13. **CONTROLLING AGREEMENT**

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

14. **EQUAL EMPLOYMENT AND NONDISCRIMINATION**

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

15. **HAZARDOUS MATERIALS**

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

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

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

16. **EXECUTION**

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

17. **LIMITATION OF LIABILITY**

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

18. **LITIGATION SUPPORT**

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

19. **UTILITY LOCATION**

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

20. **ESCALATION**

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

21. **LIMITATION OF DESIGN ALTERNATIVES**

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

22. **GRAPHICS CONTROL**

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



2022 PROFESSIONAL SERVICE RATES

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

7/16/22

Belleville Crossing Construction Inspection

MANHOUR ESTIMATE

PREPARED BY: TS

QA'ED BY: JS

| ROW ID | PHASES, TASKS AND MILESTONES | REVENUE | Project Manager VI | Project Manager III | Technician V | Technician III | Technician I | HOURS | LABOR |
|--------------|--|---------|--------------------|---------------------|--------------|----------------|--------------|------------|---------------------|
| 1.00 | Construction Inspection | | | | | | | | |
| 1.01 | Survey (per Construction Layout Special Provision) | | | | 4 | | | 4 | \$ 420.00 |
| 1.02 | Daily Site Visits (Assume 20 working days @ 4 hrs./day) | | | | 80 | | | 80 | \$ 8,400.00 |
| 1.03 | Nuclear Density Tests, PCC Concrete Testing | | | | | 16 | 2 | 18 | \$ 1,490.00 |
| 1.04 | Pay Estimate Preparation and Submittals (Assume 2 Pay Estimates) | | | | 8 | | | 8 | \$ 840.00 |
| 1.05 | Request for Material Assignment | | | | 4 | | 4 | 8 | \$ 680.00 |
| 1.06 | Preconstruction Phase Services | | 2 | 2 | | | | 4 | \$ 800.00 |
| 1.07 | Final Inspection, Reporting and Project Closeout | | 2 | 2 | 8 | | | 12 | \$ 1,640.00 |
| 1.08 | Project Management and Client Coordination | | 4 | 4 | | | | 8 | \$ 1,600.00 |
| SUM | SUMMARY | | 8 | 8 | 104 | 16 | 6 | 142 | \$ 15,870.00 |
| TOTAL | | | 8 | 8 | 104 | 16 | 6 | 142 | \$ 15,870.00 |



Local Public Agency Engineering Services Agreement

Using Federal Funds? Yes No

Agreement For: Agreement Type:

LOCAL PUBLIC AGENCY

| | | | |
|---------------------|------------------|----------------|------------------------|
| Local Public Agency | County | Section Number | Job Number |
| Belleville | St. Clair | 21-00225-00-PV | |
| Project Number | Contact Name | Phone Number | Email |
| | Sal Elkott, P.E. | (618) 233-6518 | selkott@belleville.net |

SECTION PROVISIONS

| | | | |
|------------------------|-----------|----------|------------------|
| Local Street/Road Name | Key Route | Length | Structure Number |
| Belleville Crossing | MUN 1400 | 0.85 Mi. | |

Location Termini:

Project Description:

Engineering Funding: MFT/TBP State Other

Anticipated Construction Funding: Federal MFT/TBP State Other

AGREEMENT FOR

Phase III - Construction Engineering

CONSULTANT

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

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

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

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

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

AGREEMENT EXHIBITS

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

- EXHIBIT A: Scope of Services
- EXHIBIT B: Project Schedule
- EXHIBIT C: Qualification Based Selection (QBS) Checklist
- EXHIBIT D: Cost Estimate of Consultant (CECS) Services Worksheet (BLR 05513 or BLR 05514)
- EXHIBIT ___ : Direct Costs Check Sheet (attach BDE 436 when using Lump Sum on Specific Rate Compensation)
- Manhour Estimate
- Professional Service Rates
- _____

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the Scope of Services presented in EXHIBIT A for the LPA in connection with the proposed improvements herein before described.
2. The Classifications of the employees used in the work shall be consistent with the employee classifications and estimated staff hours. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
3. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections required as a result of the ENGINEER'S error, omissions or negligent acts without additional compensation. Acceptance of work by the LPA or DEPARTMENT will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or the responsibility for clarifying ambiguities.
4. That the ENGINEER will comply with applicable Federal laws and regulations, State of Illinois Statutes, and the local laws or ordinances of the LPA.
5. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
6. To invoice the LPA, The ENGINEER shall submit all invoices, based on the ENGINEER's progress reports, to the LPA employee In Responsible Charge, no more than once a month for partial payment on account for the ENGINEER's work to date. Such invoices shall represent the value, to the LPA of the partially completed work, based on the sum of the actual costs incurred, plus a percentage (equal to the percentage of the construction engineering completed) of the fixed fee for the fully completed work.
7. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of US Department of Transportation (US DOT) assisted contract. Failure by the Engineer to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LPA deems appropriate.
8. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
9. For Construction Engineering Contracts:
 - (a) For Quality Assurance services, provide personnel who have completed the appropriate STATE Bureau of Materials QC/QA trained technical classes.
 - (b) For all projects where testing is required, the ENGINEER shall obtain samples according to the STATE Bureau of Materials "Manual of Test Procedures for Materials," submit STATE Bureau of Materials inspection reports; and verify compliance with contract specifications.
10. That engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with this AGREEMENT (See DIRECT COST tab in BLR 05513 or BLR 05514).

II. THE LPA AGREES,

1. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the Professional Services Selection Act (50 ILCS 510) (Exhibit C).
2. To furnish the ENGINEER all presently available survey data, plans, specifications, and project information.
3. For Construction Engineering Contracts:
 - (a) To furnish a full time LPA employee to be In Responsible Charge authorized to administer inherently governmental PROJECT activities.
 - (b) To submit approved forms BC 775 and BC 776 to the DEPARTMENT when federal funds are utilized.
4. To pay the ENGINEER:
 - (a) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
 - (b) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and

reports have been made and accepted by the LPA and DEPARTMENT a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

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

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

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

Method of Compensation:

Percent

Lump Sum

Specific Rate \$15,870.00 (Maximum Fee \$150,000)

Cost plus Fixed Fee:

Total Compensation = DL + DC + OH + FF

Where:

DL is the total Direct Labor,

DC is the total Direct Cost,

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

FF is the Fixed Fee.

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

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

Field Office Overhead Rates: Field rates must be used for construction engineering projects expected to exceed one year in duration or if the construction engineering contract exceeds \$1,000,000 for any project duration.

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

III. IT IS MUTUALLY AGREED,

1. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amount, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General, and the DEPARTMENT; the Federal Highways Administration (FHWA) or any authorized representative of the federal government, and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the DEPARTMENT for the recovery of any funds paid by the DEPARTMENT under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
2. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LPA, the DEPARTMENT, and their officers, agents and employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy. The LPA will notify the ENGINEER of any error or omission believed by the LPA to be caused by the negligence of the ENGINEER as soon as practicable after the discovery. The LPA reserves the right to take immediate action to remedy any error or omission if notification is not successful; if the ENGINEER fails to reply to a notification; or if the conditions created by the error or omission are in need of urgent correction to avoid accumulation of additional construction costs or damages to property and reasonable notice is not practicable.
3. This AGREEMENT may be terminated by the LPA upon giving notice in writing to the ENGINEER at the ENGINEER's last known

post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LPA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data if any from soil survey and subsurface investigation with the understanding that all such materials becomes the property of the LPA. The LPA will be responsible for reimbursement of all eligible expenses incurred under the terms of this AGREEMENT up to the date of the written notice of termination.

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

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

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

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

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

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

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

- (a) Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
 - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:

- (a) abide by the terms of the statement; and
- (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's or contractor's policy to maintain a drug free workplace;
 - (3) Any available drug counseling, rehabilitation and employee assistance program; and
 - (4) The penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the contracting or granting agency within ten (10) days after receiving notice under part (b) paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

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

- 10. Due to the physical location of the project, certain work classifications may be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq).
- 11. For Construction Engineering Contracts:
 - (a) That all services are to be furnished as required by construction progress and as determined by the LPA employee In Responsible Charge. The ENGINEER shall complete all services herein within a time considered reasonable to the LPA, after the CONTRACTOR has completed the construction contract.
 - (b) That all field notes, test records and reports shall be turned over to and become the property of the LPA and that during the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.
 - (c) That any difference between the ENGINEER and the LPA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LPA, and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
 - (d) That in the event that engineering and inspection services to be furnished and performed by the LPA (including personnel furnished by the ENGINEER) shall, in the opinion of the STATE be incompetent employed on such work at the expense of the LPA.
 - (e) Inspection of all materials when inspection is not provided a the sources by the STATE Central Bureau of Materials, and submit inspection reports to the LPA and STATE in accordance with the STATE Central Bureau of Materials "Project Procedures Guide" and the policies of the STATE.

AGREEMENT SUMMARY

| Prime Consultant (Firm) Name | TIN/FEIN/SS Number | Agreement Amount |
|------------------------------|--------------------|------------------|
| Gonzalez Companies, LLC | 43-1872209 | \$15,870.00 |
| Subconsultants | TIN/FEIN/SS Number | Agreement Amount |
| | | |
| Subconsultant Total | | |
| Prime Consultant Total | | \$15,870.00 |
| Total for all work | | \$15,870.00 |

AGREEMENT SIGNATURES

Executed by the LPA:

Local Public Agency Type Local Public Agency

Attest: The of

By (Signature & Date)

By (Signature & Date)

Local Public Agency Local Public Agency Type
 Clerk

Title

(SEAL)

Executed by the ENGINEER:

Prime Consultant (Firm) Name
Attest:

By (Signature & Date)
 7/8/2022

Title

By (Signature & Date)
 7/8/2022

Title

APPROVED:

Regional Engineer, Department of Transportation (Signature & Date)

| | | | |
|---------------------|------------------------------|-----------|----------------|
| Local Public Agency | Prime Consultant (Firm) Name | County | Section Number |
| Belleville | Gonzalez Companies, LLC | St. Clair | 21-00225-00-PV |

**EXHIBIT A
SCOPE OF SERVICES**

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

Inspection services for the project are expected to be in accordance with IDOT MFT standards and include daily inspections for the following specific items:

- Hot-Mix Asphalt Surface Removal
- Hot-Mix Asphalt Paving
- PCC Sidewalk Construction
- Installation of Pavement Markings

In addition, the project has a pay item for contractor layout; however, per the Construction Layout special provision, the ENGINEER will need to provide some surveyed layout for stationing and identification of benchmarks for the use by the contractor.

It is assumed that the ENGINEER will provide 4 hrs./day for the daily inspection and documentation. The ENGINEER will also provide nuclear density testing for verification of the contractor's results, as well as the material testing requirements for the Portland cement concrete construction (air, slump, strength).

Additional time has been included in the manhour estimate for preparation and submittal of the Request for Assignment, prefinal and final pay estimates, as well as preconstruction meetings, final inspection, closeout and general project management, administration and coordination.

ASSUMPTIONS AND CLARIFICATIONS

The estimated time and fee provided in the manhour estimate is largely dependent on the contractor's schedule of operations. Since Gonzalez is not in control of the means and methods or schedule of work, construction inspection assistance will be provided up to a maximum of 80 hours (4 hours a day during the assumed 20 working days for Tech V during the regular work week). Additionally, it is assumed a maximum of 16 hours will be spent by a Project Manager during the course of the project to assist with construction issues including preconstruction phase services, field changes, final inspection and general project management. If additional time is needed to due to circumstances outside the control of the ENGINEER, the CLIENT will be billed on a time and material basis according to the attached Professional Service Rates.

| Local Public Agency | Prime Consultant (Firm) Name | County | Section Number |
|---------------------|------------------------------|-----------|----------------|
| Belleville | Gonzalez Companies, LLC | St. Clair | 21-00225-00-PV |

**EXHIBIT B
PROJECT SCHEDULE**

Gonzalez Companies will begin work upon IDOT approval of the engineering services agreement. Gonzalez Companies will work with the City & contractor to arrange and conduct a preconstruction conference. Field work will commence based on IDOT's approval of the construction contract and the contractor's schedule.

| Local Public Agency | Prime Consultant (Firm) Name | County | Section Number |
|---------------------|------------------------------|-----------|----------------|
| Belleville | Gonzalez Companies, LLC | St. Clair | 21-00225-00-PV |

Exhibit C
Qualification Based Selection (QBS) Checklist

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

Form Not Applicable (engineering services less than the threshold)

7/16/22

Belleville Crossing Construction Inspection

MANHOUR ESTIMATE

PREPARED BY: TS

QA'ED BY: JS

| ROW ID | PHASES, TASKS AND MILESTONES | REVENUE | Project Manager VI | Project Manager III | Technician V | Technician III | Technician I | HOURS | LABOR |
|--------------|--|---------|--------------------|---------------------|--------------|----------------|--------------|------------|---------------------|
| 1.00 | Construction Inspection | | | | | | | | |
| 1.01 | Survey (per Construction Layout Special Provision) | | | | 4 | | | 4 | \$ 420.00 |
| 1.02 | Daily Site Visits (Assume 20 working days @ 4 hrs./day) | | | | 80 | | | 80 | \$ 8,400.00 |
| 1.03 | Nuclear Density Tests, PCC Concrete Testing | | | | | 16 | 2 | 18 | \$ 1,490.00 |
| 1.04 | Pay Estimate Preparation and Submittals (Assume 2 Pay Estimates) | | | | 8 | | | 8 | \$ 840.00 |
| 1.05 | Request for Material Assignment | | | | 4 | | 4 | 8 | \$ 680.00 |
| 1.06 | Preconstruction Phase Services | | 2 | 2 | | | | 4 | \$ 800.00 |
| 1.07 | Final Inspection, Reporting and Project Closeout | | 2 | 2 | 8 | | | 12 | \$ 1,640.00 |
| 1.08 | Project Management and Client Coordination | | 4 | 4 | | | | 8 | \$ 1,600.00 |
| SUM | SUMMARY | | 8 | 8 | 104 | 16 | 6 | 142 | \$ 15,870.00 |
| TOTAL | | | 8 | 8 | 104 | 16 | 6 | 142 | \$ 15,870.00 |



2022 PROFESSIONAL SERVICE RATES

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



Resolution for Improvement Under the Illinois Highway Code

Is this project a bondable capital improvement?
[X] Yes [] No

Resolution Type: Supplemental; Resolution Number: ; Section Number: 22-00225-00-PV

BE IT RESOLVED, by the Council of the City of Belleville, Illinois that the following described street(s)/road(s)/structure be improved under the Illinois Highway Code. Work shall be done by Contract.

For Roadway/Street Improvements:

Table with 5 columns: Name of Street(s)/Road(s), Length (miles), Route, From, To. Row 1: Belleville Crossing, 0.85, MUN 1400, Intersection of Belleville Crossing (MUN 00020), Belleville West Parkway (FAU 9167)

For Structures:

Table with 5 columns: Name of Street(s)/Road(s), Existing Structure No., Route, Location, Feature Crossed. All cells are empty.

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

HMA surface removal, HMA resurfacing, pavement markings, PCC curb, PCC sidewalk, and sidewalk ramps.

2. That there is hereby appropriated the sum of Twenty Thousand and no/100 Dollars (\$20,000.00) for the improvement of said section from the Local Public Agency's allotment of Rebuild Illinois funds.

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

I, [Name of Clerk], City Clerk in and for said City

of Belleville in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by

Council of Belleville at a meeting held on July 18, 2022.

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

(SEAL)

Clerk Signature & Date

Approved

Regional Engineer Signature & Date
Department of Transportation

**SHORT FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of _____ (“Effective Date”) between **City of Belleville, IL** (“Owner”) and **TWM, Inc.** (“Engineer”).

Owner’s Project, of which Engineer’s services under this Agreement are a part, is generally identified as follows: **Reunion Blvd Improvements** (“Project”).

Engineer’s services under this Agreement are generally identified as (“Services”):

- **Resurface Reunion Blvd from Westhaven School Road to Woodson Way**
- **Identify pavement and curb patching in failed or near failed areas**
- **Video existing CMPs on Reunion Blvd and Kenley Ct, including the outlet to the pond off Kenley Ct, to determine which pipes may need to be replaced**
- **Replace identified CMP pipes with HDPE pipe of the same diameter. No drainage design will be performed.**
- **ADA curb ramps and returns on side streets may be placed as an alternative bid. No topographic survey or detailed design of ramps will be performed. Contractor shall follow the applicable IDOT Highway Standards to re-construct the ramps.**
- **Determine an estimate of cost. Adjust scope/limits of project to keep the construction plus engineering cost within budget.**
- **Create plans, specs including front end bid documents, and estimates to bid the project this year**

Note the Owner’s budget is \$300,000 for the work including engineering and construction. The project is within TIF District 10 and will utilize TIF funds.

Owner and Engineer further agree as follows:

1.01 *Basic Agreement and Period of Service*

- A. Engineer shall provide or furnish the Services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above (“Additional Services”).
- B. Engineer shall complete its Services within the following specific time period:

| | |
|---|--------------------------|
| Notice to proceed from City | July 6, 2022* |
| Prefinal Plans to Owner for review | August 1, 2022 |
| Final Plans for Letting | August 22, 2022 |
| Projected Letting | September 7, 2022 |

*If notice to proceed is earlier, schedule can be moved up.

- C. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's Services is impaired, or Engineer's Services are delayed or suspended, then the time for completion of Engineer's Services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

2.01 *Payment Procedures*

- A. *Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for Services, Additional Services, and expenses within 30 days after receipt of Engineer's invoice, then (1) the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day, and (2) in addition Engineer may, after giving seven days written notice to Owner, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- B. *Payment:* As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in Paragraphs 2.01, 2.02 (Services), and 2.03 (Additional Services). If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

2.02 *Basis of Payment—Lump Sum*

- A. Owner shall pay Engineer for Services as follows:
 - 1. A Lump Sum amount of **\$13,700**.
 - 2. In addition to the Lump Sum amount, reimbursement for the following expenses: **None**.
- B. The portion of the compensation amount billed monthly for Engineer's Services will be based upon Engineer's estimate of the percentage of the total Services actually completed during the billing period.

2.03 *Additional Services:* For Additional Services, Owner shall pay Engineer an amount equal to the cumulative hours charged in providing the Additional Services by each class of Engineer's employees, times standard current hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services and Engineer's consultants' charges, if any. Engineer's standard current hourly rates are available by request.

3.01 *Termination*

- A. The obligation to continue performance under this Agreement may be terminated:
 - 1. For cause,
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.

- b. By Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's Services are delayed for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 5.01.I.
 - c. Engineer shall have no liability to Owner on account of a termination for cause by Engineer.
 - d. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.
- B. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all Services and Additional Services performed or furnished in accordance with this Agreement, plus reimbursement of expenses incurred through the effective date of termination in connection with providing the Services and Additional Services, and Engineer's consultants' charges, if any.

4.01 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

5.01 *General Considerations*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to such Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.
- D. Engineer's opinions (if any) of probable construction cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.
- E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents other than those made by Engineer or its consultants.
- F. Engineer acknowledges that Owner has right to ownership of all files paid for by Owner under this agreement. Said files shall be of sufficient number, quality, and extent in accordance with the professional standard of care, to allow Owner the continued working use of said files (assuming Owner is sufficiently knowledgeable on the required software), subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the documents and subject to the following limitations:
 - 1. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the files without written verification, completion, or adaptation by Engineer; and
 - 2. Such limited license to Owner shall not create any rights in third parties.

- G. Owner and Engineer may transmit, and shall accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- H. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Engineer, whichever is greater.
- I. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.
- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.
- K. This Agreement is to be governed by the law of the state in which the Project is located.
- L. Engineer's Services and Additional Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

6.01 *Total Agreement*

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

7.01 *Definitions*

- A. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and consultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.

B. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

8.01 *Attachments: None.*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: **City of Belleville, IL**

Engineer: **TWM, Inc.**

By: _____

By:  _____

Print name: _____

Print name: Sheila J. Kimlinger

Title: _____

Title: Transportation Manager

Date Signed: _____

Date Signed: 6/3/22

Address for Owner’s receipt of notices:

Address for Engineer’s receipt of notices:

101 S. Illinois Street

4940 Old Collinsville Road

Belleville, IL 62220

Swansea, IL 62226



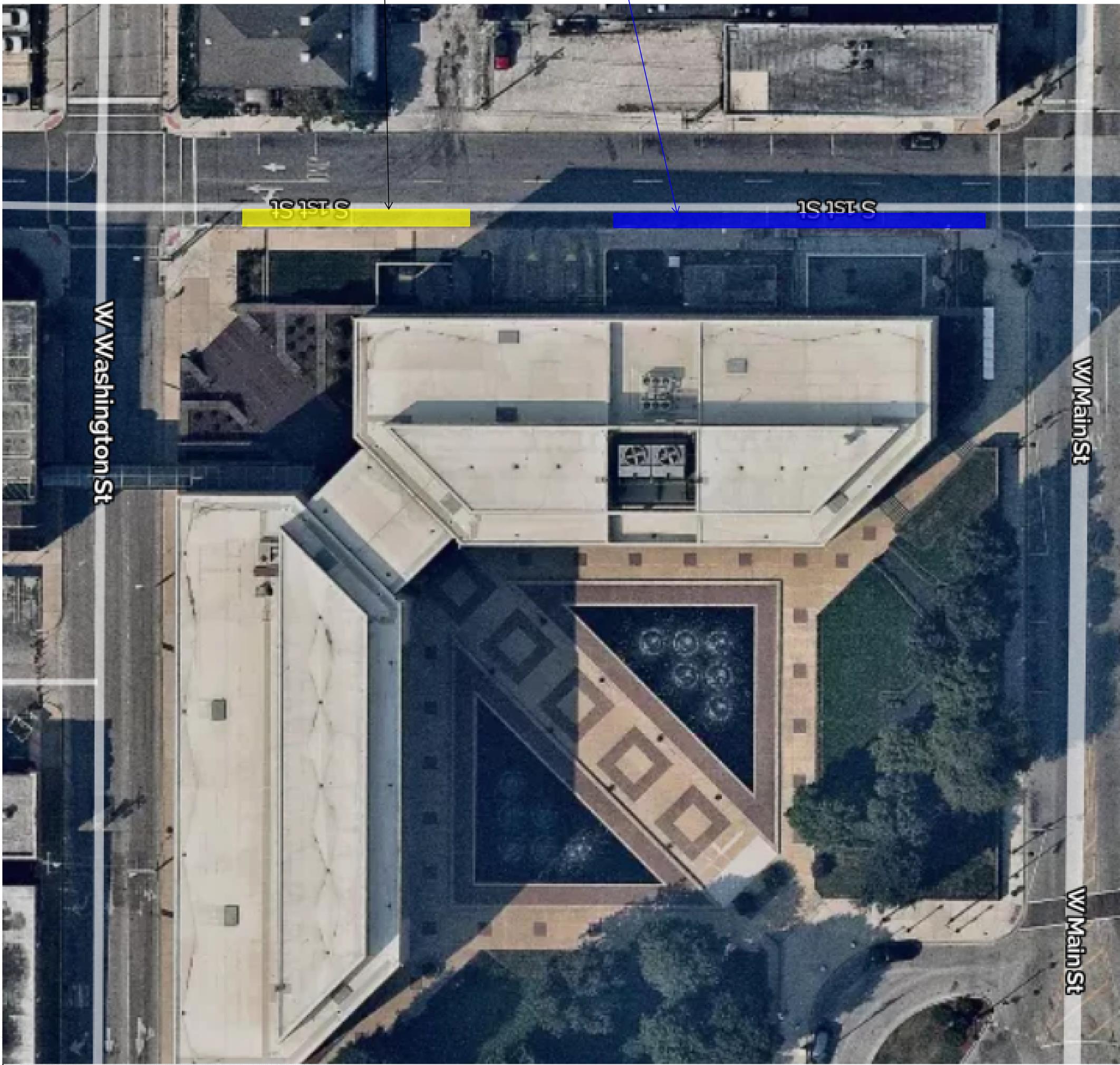
THOUVENOT, WADE & MOERCHEN, INC.
SCHEDULE OF FEES

| | |
|--|------------------|
| Principal | \$181.00 |
| Senior Engineer | \$175.00 |
| Senior Project Manager | \$175.00 |
| Project Engineer V | \$170.00 |
| Project Engineer IV | \$159.00 |
| Project Engineer III | \$147.00 |
| Project Engineer II | \$135.00 |
| Project Engineer I | \$123.00 |
| | |
| Project Manager IV | \$159.00 |
| Project Manager III | \$147.00 |
| Project Manager II | \$135.00 |
| Project Manager I | \$123.00 |
| | |
| Senior Structural Engineer | \$175.00 |
| Structural Engineer V | \$170.00 |
| Structural Engineer IV | \$161.00 |
| Structural Engineer III | \$153.00 |
| Structural Engineer II | \$142.00 |
| Structural Engineer I | \$135.00 |
| | |
| Survey Crew (3 person crew) | \$234.00 |
| Survey Crew (2 person crew) | \$184.00 |
| Survey Crew (2 person crew w/Robotics or GPS) | \$198.00 |
| Survey Crew (1 person w/Robotics or GPS) | \$142.00 |
| Survey Crew (2 person w/3D Scanner) | \$267.00 |
| Survey Crew (1 person w/3D Scanner) | \$201.00 |
| | |
| Engineer III | \$113.00 |
| Engineer II | \$108.00 |
| Engineer I | \$103.00 |
| | |
| Surveyor V | \$159.00 |
| Surveyor IV | \$147.00 |
| Surveyor III | \$135.00 |
| Surveyor II | \$119.00 |
| Surveyor I | \$100.00 |
| | |
| 3D Scanning Technician | \$150.00 |
| Technician VI | \$106.00 |
| Technician V | \$98.00 |
| Technician IV | \$92.00 |
| Technician III | \$85.00 |
| Technician II | \$79.00 |
| Technician I | \$73.00 |
| Jr. Technician | \$50.00 |
| | |
| IT Manager | \$132.00 |
| Systems Administrator | \$113.00 |
| Cad Manager | \$114.00 |
| Cad Designer III | \$102.00 |
| Cad Designer II | \$93.00 |
| Cad Designer I | \$82.00 |
| | |
| Accountant III | \$119.00 |
| Accountant II | \$103.00 |
| Accountant I | \$85.00 |
| Word Processing | \$75.00 |
| | |
| Air & Vacuum Testing 2 Technicians w/ Equipment | \$209.00 |
| Live Sewer Testing | \$269.00 |
| Mandrel Testing 2 Technicians w/ Equipment | \$193.00 |
| Live Sewer Testing | \$253.00 |
| Video Testing 1 Technician w/ Equipment | \$224.00 |
| 2 Technicians w/Equipment | \$306.00 |
| | |
| Outside Services (Consultants, Delivery Service, Express Mail, etc.) | At Cost plus 15% |
| Commercial Travel, Meals, Lodging & Other Expenses | At Cost |
| 4 X 4 Polaris (per Day) | \$78.00 |
| Travel (Non local) per Mile at current GSA rate. | |

THE GOAL IS TO REMOVE ALL PARKING STALLS ALONG THE EAST SIDE OF SOUTH FIRST STREET TO CREATE A STAND OFF DISTANCE BETWEEN PARKED VEHICLES AND THE COUNTY BUILDING

BLUE BOX - OMIT FOUR EXISTING PARKING STALLS - REMOVE METERS AND POST "NO PARKING THIS SIDE OF STREET" SIGNS

YELLOW BOX, OMIT THREE EXISTING PARKING STALLS AND METERS. STRIPE PAVEMENT FOR NEW LOADING ZONE - NO PARKING



ST. CLAIR COUNTY COURTHOUSE
PUBLIC SQUARE
PUBLIC BUILDING COMMISSION OF ST. CLAIR COUNTY, ILLINOIS - OWNER
BELLEVILLE, ILLINOIS



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

June 10, 2022

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

Re: MFT Pavement Marking Project – Various Locations
OA Project No. 221111, Work Order 14

Dear Mr. Elkott:

This letter will serve as our agreement to perform the following services to refresh pavement markings at various locations using Motor Fuel Tax funding (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 pre-final plans to IDOT by September 16, 2022 if we receive NTP by August 2nd.

Estimated Cost: \$19,900 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: _____

MFT Pavement Marking Project – Various Locations

We propose to perform field checks, prepare plans, specifications and estimates for refreshing pavement markings at various locations using Motor Fuel Tax (MFT) funding (hereinafter called the "Project"). Per correspondence with IDOT on 6/9/22, plans that are formatted with schedules of quantities referenced to a location map are acceptable for MFT funds. There were about 50 locations to be repainted in the initial list provided by the City.

ITEMS INCLUDED IN BASE SCOPE OF SERVICES:

Preliminary Plans

- Develop initial quantities using aerial photography from locations provided by Belleville.
- Field check each location to verify accuracy of initial quantities.
- Document and check measurements from the initial field check.
- Prepare a preliminary estimate of construction costs.
- Meet with the City to review the scope of work and construction costs.

Plans, Specifications and Estimates (PS&E)

- Prepare a cover sheet with index of sheets, list of standard drawings, and signature blocks.
- Prepare a general notes sheet.
- Prepare a location map to reference locations to be repainted.
- Prepare calculate quantities and organize them in a schedule of quantities table.
- Field check each location to verify accuracy of final quantities.
- Reference IDOT Highway Standards for traffic control and standard construction details.
- Develop unique construction details for cross walks, stop bars, symbols, and hatched islands.
- 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 – assumed the City will bid the project.
2. Construction Administration – can be negotiated later.
3. Full-time construction inspection/observation – can be negotiated later.
4. Construction layout – Can be negotiated later.



June 8, 2022

City of Belleville

Attn: Jason Poole, Director of Public Works-Streets
Sal Elkott, City Engineer
2300 West Main St., Suite M16
Belleville, IN 62220

Phone: (618) 233-1416 Email: jpoole@belleville.net & selkott@belleville.net

Subject: SIDEWALK TRIP HAZARD ELIMINATION, Proposal for CITY of BELLEVILLE 2022 – Downtown Main St Part 2 (trip hazards parallel to walkway).

Jason and Sal,

We appreciate the opportunity to submit this proposal for the City of Belleville. Total cost for this project will **not exceed \$8,297** based on an agreed scope and job rate. Upon your review and acceptance of this proposal, **please sign and return** (or submit a valid purchase order referencing this proposal) via FAX to (616) 582-5951 or email us at info@PCCMich.com.

We will provide a W-9 for your files and have our proof of insurance (an ACORD) emailed directly to your attention by our insurance provider. Let us know if any additional information or documents are required before we begin work. We appreciate the opportunity to provide our service.

Precision Concrete Cutting

Precision Concrete Cutting (PCC) has been removing trip hazards from uneven sidewalks and other concrete walkways across the nation for over 25 years. As the industry leader in technology and price, PCC can reduce liability associated with uneven sidewalk and help meet ADA compliance with a method more effective and less expensive than alternatives. PCC utilizes its patented tools and processes that it has developed and refined for trip hazard removal. Not only is trip hazard removal the specialty of PCC... it's the only thing we do. PCC has dozens of locations across the country. Precision Concrete, Inc. is the locally licensed business unit serving Central Illinois, Missouri, Indiana, and Michigan that leverages the proven tools, process, and training to provide this service.

The Advantage

The Precision Concrete Cutting (PCC) service removes the entire trip hazard from side to side on the entire sidewalk while other methods of repair often leave a portion of the trip hazard. Not only can PCC reach the edges of every sidewalk, we can remove trip hazards from virtually any angle and at any location. Trip hazards caused by cracked concrete or located in hard-to-reach places such as in gutters or adjacent to a wall, post, or railing will be eliminated without any damage to nearby impediments. **There is no other process of trip hazard removal available with the quality, flexibility, and diversity as that of PCC.**



Quality

The Precision Concrete Cutting (PCC) process involves the measurement of every sidewalk trip hazard identified. PCC inspects the sidewalks and takes specific measurements to identify and log each trip hazard size and location. These measurements are used to determine the size of repair that is required, and to guarantee that the repair is made to dimensional specifications.

The PCC finished repair is aesthetically pleasing, smooth, and of superior quality compared to alternatives. It does not leave grooves in the surface of the concrete, it is not uneven, and is left with an acceptable coefficient of friction to not create slip hazards.



Environmental & Community Friendly

The Precision Concrete Cutting (PCC) process does not require heavy equipment in the work area. The PCC equipment is small and maneuvered about by individual employees. No damage is created to buildings, landscaping, irrigation systems, or the surrounding environment. Complete cleanup of the work area is performed and dust abatement systems minimize dust. All materials removed are properly recycled.

PCC utilizes a patented dust collection system to keep dust to a minimum while performing its work. This is a great benefit over other repair processes that leave the area covered in concrete dust or slurry. PCC also cleans up the removed concrete and debris created while performing the repairs and disposes (for recycle) of it as part of the service. Being a complete solution, no follow-on tasks are required of City of Belleville staff. Sidewalks remain open with only minor disruption while PCC moves thru an area performing the trip hazard removals.



As a member of the U.S. Green Building Council (USGBC) we are proud of the fact that we reduce the impact to landfills and the environment as a result of our service. For example, **removing and replacing just 50 sidewalk panels would result in approximately 60,000 lbs of concrete being removed** (your average 5' x 5' panel weighs about 1,200 lbs). Using Precision Concrete Cutting, sidewalk trip hazard removal can be accomplished by removing about 400 lbs of concrete that will be recycled. No heavy equipment or hauling is required. Also, there is no damage to trees or adjoining landscape with Precision Concrete Cutting.



Real Savings

Precision Concrete Cutting (PCC) leverages new technology and unique equipment to perform sidewalk repairs at a 70-80% cost savings compared to sidewalk replacement. It is estimated that this project will **save City of Belleville over \$28,000 on repairs.**

Professional Plan and Approach

Precision Concrete Cutting (PCC) will conduct a pre-construction planning meeting with the City of Belleville designated contact(s) using a PCC Project Manager to establish priorities, a high-level schedule for each job site, review risks/constraints, and safety plans. The Project Manager will assure schedule, scope, and budget objectives are attained for the project. The PCC Delivery Manager will assure quality and safety objectives are attained during the onsite work phase of the project.

PCC will deploy a well-marked light-duty pickup truck/van and full logo trailer used to mobilize up to three (3) full sets of cutting equipment and operators. Safety cones are placed wherever the truck/van and trailer park and they are placed on the sidewalks in front of and behind the operator area to assure pedestrian safety during cutting. All PCC staff (including project manager) wears high-visibility safety vests whenever they are outside their vehicle.



Scope and Cost

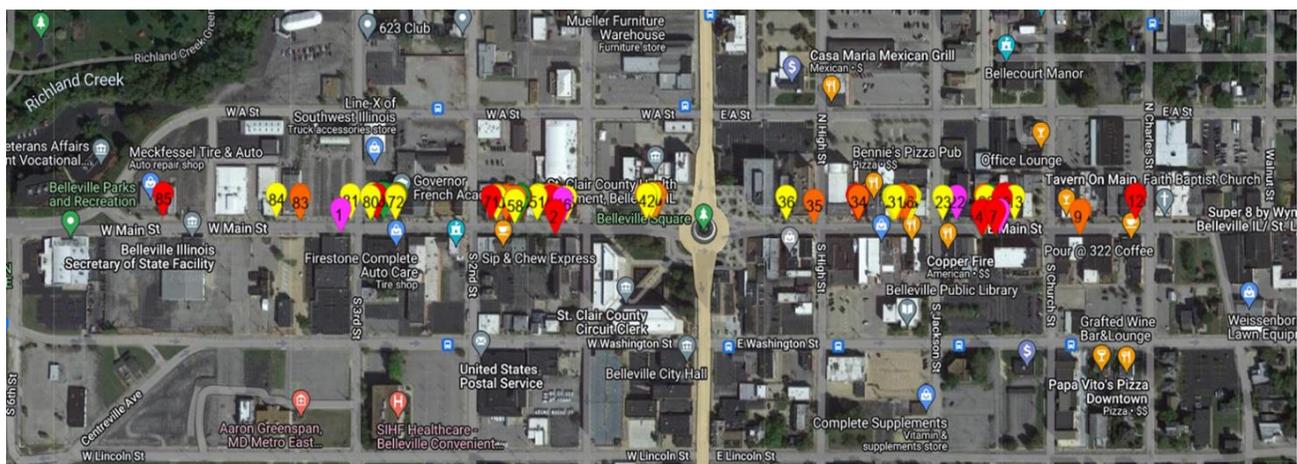
Precision Concrete Cutting (PCC) is proposing a SAW CUT solution (NOT GRINDING) for the City of Belleville to remove sidewalk trip hazards parallel to the walkways located along/near Main St (from W A St to N Charles St), in Belleville, IL. PCC would typically bill for this project at the rate of \$54 per Inch Foot (defined as the average inch height of the trip hazard x linear feet of the hazard). The June 2022 survey identified about 189 Inch Feet of cutting for a total cost of **\$10,182**. However, with municipal discount pricing applied, **total cost for this project will not exceed \$8,297***.

The sidewalk trip hazards are defined as differentials in the walkway of .375" high up to (including) 2.0" high. Trip hazards will be eliminated leaving a maximum running slope (ramp) of 1:8 as permitted to meet ADA requirements. Only 4 locations were out of scope for cutting that may need replacement work. **For this project, PCC will correct about 81 (105 nominal 5 Ft wide) trip hazards** requiring about 189 Inch Feet (or 332+ lineal feet) of cutting.

| Job No. (Area) | Location | RR (Remove and Replace) or out of scope | # of Trip Hazards Cut | Linear Feet | Inch Feet | Cost | Net Cost (with discount) |
|----------------|--|---|-----------------------|--------------|---------------|----------------------------|--------------------------|
| 1 | Main St (from W A St to N Charles St) - Trip Hazards Parallel to Walkway | 4 | 46 | 149.5 | 55.09 | \$2,975.06 | \$2,424.13 |
| 2 | Main St (from W A St to N Charles St) Stamped Brick Tree Areas | 0 | 59 | 182.5 | 133.47 | \$7,207.31 | \$5,872.63 |
| Totals | | 4 | 105 | 332.0 | 188.56 | \$10,182.38 | |
| | | | | | | Additional Services: | \$0.00 |
| | | | | | | Travel and Expenses: | \$0.00 |
| | | | | | | Discount* : | -\$1,885.63 |
| | | | | | | Net Proposed Total: | \$8,296.75 |

*Municipal discount will apply if FULL project is accepted prior to July 31, 2022, and with an authorization to proceed with project prior to August 31, 2022.

MAP: Arial view of buildings and walkways showing the work area and approximate location of surveyed trip hazards.



Sole Source Status

The technology that Precision Concrete Cutting uses to remove trip hazards has been developed and patented by Precision Concrete Cutting based in Provo, UT. Precision Concrete Cutting and its local branches are the only companies authorized to use the patented equipment and method for removing sidewalk trip hazards as described by the following patent numbers:

U.S. Patent No. 6,827,074
U.S. Patent No. 6,896,604
U.S. Patent No. 7,000,606

U.S. Patent No. 7,143,760
U.S. Patent No. 7,201,644
U.S. Patent No. 7,402,095

These patent numbers and the Precision Concrete Cutting (PCC) licensing agreement make Precision Concrete, Inc. a sole source for trip hazard removal in Illinois using this technology.

Invoicing

A Precision Concrete Cutting (PCC) invoice will be issued for work completed at the conclusion of the project. Payment terms are net 15 days from the date work is completed unless contract states otherwise. PCC will not charge City of Belleville any additional fees for mobilization, setup, cleanup, or travel / expenses. All such fees are included in the proposed price.

An itemized invoice listing the location of each trip hazard resolved will be listed and can be provided in hard copy or soft copy as required by City of Belleville. This itemized list provides the City of Belleville with a completely auditable summary of the work performed by PCC. It is also a document that can support the fact that your organization has a proactive sidewalk maintenance program in place.

Summary

Precision Concrete Cutting is very interested in working with City of Belleville to deliver a proactive and cost-effective sidewalk maintenance program to help with the efforts of ADA compliance and reduce liabilities associated with sidewalk trip hazards. Our goal is to develop a long-term relationship in which we can help City of Belleville achieve its annual sidewalk maintenance objectives.



Thank you for your consideration. Signature and date below confirms your acceptance of this proposal.

Tracy Deniszczuk, Business Dev Mgr, IL-MO
and Mark Bonkowski (President)

Precision Concrete, Inc.
1896 Goldeneye Drive
Holland MI 49424

(314) 304-9454 Cell

(616) 403-1140 Office
(616) 582-5951 Fax

_____ customer

_____ authorized signature / date

_____ printed name / title

525 W Main Street, Ste. 125
Belleville, IL 62220
618-222-2221 Fax: 618-222-2225
www.gonzalezcos.com

AGREEMENT FOR PROFESSIONAL SERVICES

TO CITY OF BELLEVILLE
ATTN: SAL ELKOTT, P.E.
2300 WEST MAIN STREET
SUITE M116
BELLEVILLE, IL 62226

DATE June 30, 2022

PROJECT IDOT On-Call Services
PROJECT NO. TBD
DEPARTMENT Distribution/Collections
PROJECT TYPE Transportation

SECTION 1 DEFINITIONS AND PARTIES

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

The CLIENT proposes to engage the ENGINEER to furnish certain professional services related to Illinois Department of Transportation (IDOT) procedures and policies, which work is hereinafter referred to as the PROJECT.

SECTION 2 SCOPE OF SERVICES

ENGINEER will provide on-call services to complete tasks associated with the PROJECT as requested by the CLIENT.

SECTION 3 TIME FOR PERFORMANCE

The CLIENT and the ENGINEER will define a mutually agreeable time of performance for each task.

SECTION 4 COMPENSATION

CLIENT will be billed per task on an hourly basis. Time will be billed based on hourly rate shown for Project Manager VI on the Professional Services Rates attached. The maximum amount of this agreement will not exceed TEN THOUSAND dollars (\$10,000.00 USD) unless revised by amendment.

The ENGINEER may submit invoices as frequently as monthly.

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

GONZALEZ COMPANIES, LLC
ATTN: ACCOUNTING
525 WEST MAIN STREET, SUITE 125
BELLEVILLE, IL 62220

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

CITY OF BELLEVILLE
ATTN: SAL ELKOTT, P.E.
2300 WEST MAIN STREET
SUITE M116
BELLEVILLE, IL 62226

SECTION 5 INCORPORATION OF EXHIBITS

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

Exhibit A Professional Service Rates
Exhibit B Terms and Conditions

SECTION 6 ACCEPTANCE

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

This AGREEMENT effective this 30 day of JUNE, 2022.

GONZALEZ COMPANIES, LLC



Richard Patrick Judge, P.E.

Managing Principal

July 1, 2022

Date

CITY OF BELLEVILLE

Authorized Client Representative

Print Name

Print Title

Date



2022 PROFESSIONAL SERVICE RATES

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

TERMS & CONDITIONS

January 1, 2019

1. STANDARD OF PERFORMANCE

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

2. INSURANCE

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

3. OPINIONS OF PROBABLE COST (COST ESTIMATES)

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

4. CONSTRUCTION PROCEDURES

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

5. CONTROLLING LAW

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

6. SERVICES AND INFORMATION

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

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

7. SUCCESSORS AND ASSIGNS

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

8. RE-USE OF DOCUMENTS

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

9. TERMINATION OF AGREEMENT

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

10. SEVERABILITY

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

11. INVOICES

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

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

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

12. CHANGES

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

13. CONTROLLING AGREEMENT

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

14. EQUAL EMPLOYMENT AND NONDISCRIMINATION

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

15. HAZARDOUS MATERIALS

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

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

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

16. EXECUTION

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

17. LIMITATION OF LIABILITY

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

18. LITIGATION SUPPORT

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

19. UTILITY LOCATION

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

20. ESCALATION

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

21. LIMITATION OF DESIGN ALTERNATIVES

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

22. GRAPHICS CONTROL

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

MASTER SERVICES AGREEMENT

This is an Agreement made as of this ____ day of _____, 2022, between The City of Belleville, IL (CLIENT) and Lochmueller Group, Inc. (CONSULTANT).

WITNESSETH

WHEREAS, CLIENT wishes to retain the CONSULTANT to provide certain Professional Engineering, Surveying, Planning and/or Environmental Services on an “as-needed” basis. The CONSULTANT agrees to undertake and perform these certain services (SERVICES) as may be requested by the CLIENT, all in accordance with the terms and conditions contained herein.

The SERVICES to be performed, the schedule for performance, and the compensation due the CONSULTANT shall be described in TASK ORDERS issued by the CLIENT to the CONSULTANT, the form of which is attached hereto as Attachment “A”. Each TASK ORDER shall be duly executed by both parties and shall be subject to the terms and conditions of this General Services Agreement, except as modified expressly by the TASK ORDER.

This Agreement consists of this document together with Attachment “A” – TASK ORDER FORM and Attachment “B” – Terms and Conditions and the 2022 Hourly Rate Schedule. This Agreement between the CLIENT and CONSULTANT supersedes all prior written and oral understandings. This Agreement may only be amended, supplemented, modified or cancelled by a duly executed written instrument.

In executing this Agreement, the undersigned also acknowledge their authority to bind the parties to all terms and conditions.

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

CLIENT

LOCHMUELLER GROUP, INC.
18B EAST MAIN, SUITE 100
BELLEVILLE, IL 62220

By: _____
Signature

By: _____
Signature

Honorable Patty Gregory, Mayor
Print Name and Title

Marsia Geldert-Murphy, P.E.,
Print Name and Title

TASK ORDER No. 1

In accordance with the Master Services Agreement between the City of Belleville, IL, (CLIENT), and Lochmueller Group, Inc. (CONSULTANT), dated this ____ day of _____ 2022, this TASK ORDER, is the written authorization to the CONSULTANT to provide the services described herein, in accordance with the attached schedule, and fee.

SCOPE OF SERVICES: The TASK scope of services shall be as described in Section "A" of this TASK ORDER. CONSULTANT shall furnish all labor, materials, supplies, equipment, supervision and services necessary for and incident to the performance of the TASK. CONSULTANT represents that it has thoroughly reviewed the TASK and the Master Services Agreement and that it accepts the TASK and the conditions under which the TASK is to be performed.

CLIENT RESPONSIBILITIES: The CLIENT responsibilities shall be as set forth in Section "B" of this TASK ORDER.

SCHEDULE: The Schedule shall be set forth in Section "C" of this TASK ORDER.

PAYMENT TERMS: Payments to the CONSULTANT shall be as described in Section "D" of this TASK ORDER.

TERMS AND CONDITIONS: The terms and conditions of the Master Services Agreement referenced above shall apply to this TASK ORDER. This TASK ORDER also incorporates all of the terms and conditions required to be included in it by the Master Services Agreement.

CLIENT

LOCHMUELLER GROUP, INC.
18B EAST MAIN, SUITE 100
BELLEVILLE, IL 62220

BY: _____
Signature

BY: _____
Signature

Honorable Patty Gregory, Mayor
Print Name and Title

Marsia Geldert-Murphy, P.E.,
Print Name and Title

ATTACHMENT "A"

SECTION "A" – SCOPE OF SERVICES

SECTION "B" – CLIENT RESPONSIBILITIES

SECTION "C" – SCHEDULE

All services shall be completed on a set timeframe agreed by the CLIENT and the CONSULTANT.

SECTION "D" – PAYMENTS TERMS

CLIENT will pay the CONSULTANT on an hourly fee for services rendered as Project Engineer IV or below in the attached 2022 Hourly Rate Schedule. This contract will be set at not to exceed \$20,000.00 unless approved by City Council.

ATTACHMENT "B"

TERMS AND CONDITIONS

1.0 WORK OFFICE

CONSULTANT shall perform the Services at its offices or at such other locations as may be necessary or appropriate.

2.0 RESERVED

3.0 STANDARDS OF PERFORMANCE

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

3.2 CONSULTANT shall be responsible for the technical accuracy of its Services and documents resulting therefrom, and CLIENT shall not be responsible for discovering deficiencies therein. CONSULTANT shall correct any deficiencies CLIENT discovers without additional compensation except to the extent such action is directly attributable to deficiencies in CLIENT-furnished information.

3.3 CONSULTANT shall perform or furnish professional services in all phases of the Project to which this Agreement applies. CONSULTANT shall serve as CLIENT's prime professional for the Project. CONSULTANT may employ such subconsultants as CONSULTANT deems necessary to assist in the performance or furnishing of the Services. CONSULTANT shall not be required to employ any subconsultants unacceptable to CONSULTANT.

3.4 CONSULTANT and CLIENT shall comply with applicable laws or regulations and Client-mandated standards. This Agreement is based on these requirements as of its Effective Date. Changes to these requirements after the Effective Date of this Agreement may be the basis for modifications to CLIENT's responsibilities or to CONSULTANT's scope of services, time of performance, or compensation.

3.5 CLIENT shall be responsible for, and CONSULTANT may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by CLIENT to CONSULTANT pursuant to this Agreement. CONSULTANT may use such requirements, reports, data, and information in performing or furnishing services under this Agreement.

3.6 CONSULTANT shall not be required to sign any documents, no matter by whom requested, that would result in CONSULTANT's having to certify, guarantee or warrant the existence of conditions whose existence CONSULTANT cannot ascertain.

CLIENT agrees not to make resolution of any dispute with CONSULTANT or payment of any amount due to CONSULTANT in any way contingent upon CONSULTANT's signing any such certification.

3.7 CONSULTANT shall not be responsible for the acts or omissions of any contractor(s), subcontractor or supplier, or any of the contractor's agents or employees or any other persons (except CONSULTANT's own employees) at the site or otherwise furnishing or performing any of the contractor's work; or for any decision made on interpretations or clarifications of any contract for construction, general conditions, supplemental conditions, change orders, and related documents (the "Contract Documents") given by CLIENT without consultation and advice of CONSULTANT.

3.8 All opinions of probable construction cost to be provided by CONSULTANT shall represent the best judgement of CONSULTANT based upon the information currently available and upon CONSULTANT's background and experience with respect to projects of this nature. It is recognized, however, that neither CONSULTANT nor the CLIENT has control over the cost of labor, materials or equipment, over contractor's method of determining cost of services, or over competitive bidding, market or negotiating conditions. Accordingly, CONSULTANT cannot and does not warrant or represent that the proposals or construction bids received will not vary from the cost estimates provided pursuant to this Agreement.

4.0 AUTHORIZED PROJECT REPRESENTATIVES

Contemporaneous with the execution of this agreement, CONSULTANT and CLIENT shall designate specific individuals to act as CONSULTANT's and CLIENT's representatives with respect to the Services to be performed or furnished by CONSULTANT and responsibilities of CLIENT under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of each respective party.

5.0 OWNERSHIP OF DOCUMENTS

The CLIENT acknowledges the CONSULTANT's documents, including tracings, drawings, reports, estimates, specifications, field notes, investigations, studies, etc., as the work papers of CONSULTANT's and the CONSULTANT's instruments of professional services. Nevertheless, the final documents prepared under this Agreement shall become the property of the CLIENT upon completion of the services and payment in full of all monies due to CONSULTANT. During the performance of the Services herein provided for, CONSULTANT shall be responsible for any loss or damage to the documents which it caused, herein enumerated, while they are in its possession and any such loss or damage shall be restored at its expense. Full access to the Services during the progress of the Services shall be available to CLIENT. The CLIENT agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the CONSULTANT, its officers, directors, employees

and subconsultants (collectively, "CONSULTANT") against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs arising from, or allegedly arising from or in any way connected with, the unauthorized reuse or modification of the documents by CLIENT or any person or entity that acquires or obtains the documents from or through the CLIENT without the written authorization of CONSULTANT.

Under no circumstances shall the transfer of ownership of CONSULTANT's drawings, specifications, electronic files or other instruments of service be deemed a sale by CONSULTANT, and CONSULTANT makes no warranties, either express or implied, of merchantability and fitness for any particular purpose, nor shall such transfer be construed or regarded as any waiver or other relinquishment of CONSULTANT's copyrights in any of the foregoing, full ownership of which shall remain with CONSULTANT, absent CONSULTANT's express prior written consent.

6.0 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.

7.0 ACCESS TO RECORDS

CONSULTANT and its subconsultants shall maintain all books, documents, papers, accounting records and other evidence pertaining to the cost incurred and shall make such materials available at its respective offices at all reasonable times during the period of this Agreement and for three (3) years from the date of final payment under the terms of this Agreement, for inspection by the CLIENT and copies thereof shall be furnished if requested.

8.0 COMPLIANCE WITH STATE AND OTHER LAWS

CONSULTANT shall exercise usual and customary professional care to comply with all federal, state, and local laws, ordinances, and regulations applicable to the services being provided under this Agreement, including Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d, 2000e), as well as with any applicable titles of the Americans with Disabilities Act (42 S.S.C. 12101, et seq.). If the fees to be paid for the services being provided under this Agreement exceed \$5,000.00, CONSULTANT shall comply with Section 285.530 RSMo., pertaining to enrollment and participation in a federal work authorization program, and shall provide verification through an affidavit that states that CONSULTANT:

8.1 Does not knowingly employ any person who is an unauthorized alien in connection with the Agreement, and

8.2 Is enrolled in a federal work authorization program

The affidavit shall contain the notarized signature of the registered agent, legal representative, or corporate officer of CONSULTANT.

9.0 ALLOCATION OF RISKS – INDEMNIFICATION

9.1 To the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless CLIENT, CLIENT's officers, directors, partners, and employees from and

against any and all costs, losses, and damages (including but not limited to all reasonable fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of CONSULTANT or CONSULTANT's officers, directors, partners, employees, and its subconsultants in the performance and furnishing of CONSULTANT's services under this Agreement.

- 9.2 To the fullest extent permitted by law, CLIENT shall indemnify and hold harmless CONSULTANT, CONSULTANT's officers, directors, partners, employees and CONSULTANT's subconsultants from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of CLIENT or CLIENT's officers, directors, partners, employees, and CLIENT's consultants with respect to this Agreement or the Project.
- 9.3 To the fullest extent permitted by law, CONSULTANT's total liability to CLIENT and anyone claiming by, through, or under CLIENT for any cost, loss, or damages caused in part by the negligence of CONSULTANT and in part by the negligence of CLIENT or any other negligent entity or individual, shall not exceed the percentage share that CONSULTANT's negligence bears to the total negligence of CLIENT, CONSULTANT, and all other negligent entities and individuals and shall not exceed the appropriate insurance coverage limits set forth under Item 13.0 of Section V of this Agreement.
- 9.4 In addition to the indemnity provided under Paragraph 9.2 above, and to the fullest extent permitted by law, CLIENT shall indemnify and hold harmless CONSULTANT and its officers, directors, partners, employees, and CONSULTANT's consultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) to the extent caused by the presence at the site of asbestos, polychlorinated biphenyls, petroleum, hazardous waste (42 USC Sec. 6903) or radioactive materials (42 USC Sec. 2011) in such quantities or circumstances that may represent a substantial danger to persons or property exposed thereto in connection with the Work (the "Hazardous Environmental Condition"), provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this Paragraph 9.4 shall obligate CLIENT to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

9.5 CONSULTANT shall not be responsible for the means, methods and techniques of any construction contractor in the prosecution of its work on a project for which CONSULTANT provides services, nor for the construction contractor(s)' and their subcontractor's safety programs, training or compliance with safety requirements of any federal or state agency.

9.6 Notwithstanding any other provisions of this Agreement to the contrary, CONSULTANT'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 CONSULTANT's performance or non-performance of the Agreement. CLIENT will look solely to CONSULTANT for its remedy for any claim arising out of or related to this Agreement.

10.0 RESERVED

11.0 STATUS OF CLAIMS

CONSULTANT shall be responsible for keeping the CLIENT currently advised as to the status of any claims made for damages against CONSULTANT which are known resulting from services performed under this Agreement. CONSULTANT shall send notice of claims related to Services under this Agreement to CLIENT within thirty (30) days.

12.0 DISPUTE RESOLUTION - JURISDICTION AND VENUE

If disputes arise between CLIENT and CONSULTANT during the course of the Project, or following completion of the Project, which are not resolved within three (3) weeks after a demand for direct negotiation, the parties agree that all disputes between them arising out or relating to this Agreement or the Project shall be submitted to non-binding mediation, unless the parties mutually agree otherwise, with mediation conducted in a location mutually agreed upon by all parties. If the parties do not agree on a mediator within ten (10) days after demand for mediation, either party may request the American Arbitration Association to appoint a mediator who shall be an attorney having substantial experience in construction law issues. If the mediator is unable to facilitate a settlement of disputes within forty-five (45) days of his/her appointment, the mediator shall issue a written statement to the parties to that effect and the aggrieved party may then seek relief through litigation. Any such litigation shall be resolved without the assistance of a jury, and each party hereby waives trial by jury in any claim whether in Agreement or tort, at law or in equity, arising out of or in any way related to this Agreement. If the parties are not able to settle the dispute through mediation, then it is understood that both parties hereto agree and consent to the exercise of jurisdiction over any matter or dispute arising in connection with this Agreement in a state court sitting in the state and county in which the project resides.

13.0 WORKER'S COMPENSATION AND LIABILITY INSURANCE

CONSULTANT shall procure and maintain, until final payment by CLIENT for the Services

covered by this Agreement, insurance of the kinds and in the amounts hereinafter provided in insurance companies authorized to do such business in the State of Missouri covering all operations under this Agreement whether performed by it or by its subcontractor. CONSULTANT shall furnish a certificate or certificates in a form satisfactory to CLIENT, showing that this section has been complied with. During the term of this Agreement, CONSULTANT shall furnish CLIENT with certificates showing that the required insurance coverage is maintained. The certificate or certificates shall provide that the policies shall not be changed or canceled until ten (10) days written notice has been given to the CLIENT. In the event that such written notice of change or cancellation is given, CLIENT may, at its option, terminate this Agreement and no further compensation shall, in such case, be made to CONSULTANT.

The kinds and amounts of insurance required are as follows:

- 13.1 Policy covering the obligations of CONSULTANT in accordance with the provisions of the Worker's Compensation law. This Agreement shall be void and of no effect unless CONSULTANT procures such policy and maintains it until acceptance of the Services.
- 13.2 Commercial General Liability Insurance (naming the CLIENT as an additional insured) with limits of liability to be not less than \$1,000,000 per occurrence, including bodily injury and property damage, and not less than \$2,000,000 aggregate.
- 13.3 Commercial Automobile Liability Insurance, including hired or non-owned vehicles with limits of liability of not less than \$1,000,000 for each accident.
- 13.4 Professional Liability Insurance in the amount of at least \$1,000,000 per claim and aggregate.

14.0 CHANGES IN THE SERVICES

In the event the CLIENT requires a change in the Services, after the Services have progressed as directed by the CLIENT, adjustments in compensation to CONSULTANT, and in time for performance of the Services as modified, shall be determined by the CLIENT in consultation with CONSULTANT and CONSULTANT shall not commence the change of scope of the Services until an amendment to this agreement is executed and CONSULTANT is authorized to proceed with the changes of scope in writing by the CLIENT.

15.0 TERMINATION

The obligation to provide further services under this Agreement may be terminated by either party upon thirty (30) days written notice from receipt in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. If the services of this Agreement are terminated, CONSULTANT shall, upon final payment of compensation due to the CONSULTANT, deliver to the CLIENT all data, reports, drawings, specifications and estimates completed or partially completed

and these shall become the property of the CLIENT. The earned value of the Services performed shall be based upon an estimate of the portions of the total services as have been rendered by CONSULTANT to the date of termination and which estimate shall be as made by the CLIENT in consultation with CONSULTANT for all Services to be paid for on a lump sum basis.

16.0 RESERVED

17.0 SUCCESSORS AND ASSIGNEES

The CLIENT, insofar as authorized by law, binds itself and its successors, and CONSULTANT binds its successors, executors, administrators and assignees, to the other party of this Agreement and to the successors, executors, administrators and assignees of such other party, as the case may be insofar as authorized by law, in respect to all covenants of this Agreement. Neither party may assign this Agreement, or any right, interests, claim, chose in action, defense or privilege under this Agreement without the written consent of the other party. Subcontracting to subconsultants, normally contemplated by the CONSULTANT as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

18.0 ENTIRE AGREEMENT – AMENDMENTS

This Agreement, together with the Appendices attached hereto, constitutes the entire agreement between the parties. This Agreement may only be amended, supplemented or modified by a written document executed in the same manner as this Agreement.

19.0 NON-WAIVER

It is agreed and acknowledged that no action or failure to act by CLIENT or CONSULTANT as to a breach, act or omission of the other shall constitute a waiver of any right or duty afforded either of them under this Agreement, as to any subsequent breach, act or omission of the other nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereof, except as may be specifically agreed in writing. No right conferred on either party under this Agreement shall be deemed waived and no breach of this Agreement excused unless such a waiver or excuse shall be in writing and signed by the party claimed to have waived such right.

20.0 DURATION OF AGREEMENT

If the basic Services covered in this Agreement have not been completed in accordance with the Schedule set forth in Appendix “C” of this Agreement, through no fault of CONSULTANT, extension of CONSULTANT’s services beyond that time shall be revised, through mutual agreement, to include compensation for inflationary adjustments.

21.0 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.

22.0 HAZARDOUS ENVIRONMENTAL CONDITION

22.1 CLIENT represents to CONSULTANT that to the best of its knowledge a Hazardous Environmental Condition does not exist.

22.2 CLIENT has disclosed to the best of its knowledge to CONSULTANT the existence of all asbestos, PCB's, petroleum, hazardous waste, or radioactive material located at or near the Site, including type, quantity and location.

22.3 If a Hazardous Environmental Condition is encountered or alleged, CONSULTANT shall have the obligation to notify CLIENT and, to the extent of applicable laws and regulations, appropriate governmental officials.

22.4 If CONSULTANT's scope of services does not include any services related to a Hazardous Environmental Condition and in the event CONSULTANT or any other party encounters a Hazardous Environmental Condition, CONSULTANT may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until CLIENT: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition, and (ii) warrants that the Site is in full compliance with applicable laws and regulations.

22.5 CLIENT acknowledges that CONSULTANT is performing professional services for CLIENT and that CONSULTANT is not and shall not be required to become an "arranger", "operator", "generator", or "transporter" of hazardous substances, as defined in the comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the Site in connection with CONSULTANT's activities under this Agreement.

22.6 If CONSULTANT's services under this Agreement cannot be performed because of a Hazardous Environmental Condition, the existence of the condition shall justify CONSULTANT's terminating this Agreement for cause on thirty (30) day notice.

23.0 RESERVED

24.0 GOVERNING LAW

Where permitted by law, this Agreement shall be interpreted and enforced according to the laws of the State of which the project resides, without resort to its conflict of laws rules.

25.0 RESERVED

26.0 INDEPENDENT CONTRACTOR STATUS

During the entire term of this Agreement, CONSULTANT shall be an independent contractor, and in no event shall any of its personnel, agents or sub-contractors be construed to be, or

represent themselves to be, employees of the CLIENT.

27.0 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.

28.0 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.

29.0 NON-COLLUSION

The above-signed attests, subject by the penalties for perjury, that it is the contract party, or that it is the representative, agent, member or officer of CONSULTANT, that it has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by it, directly or indirectly, to the best of its knowledge, entered into or offered to enter into any combination, collusion of agreement to receive or pay, and that it has not received or paid, any sum of money or other consideration for the execution of this Agreement other than that which appears upon the face of the Agreement.



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

July 8, 2022

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

Re: S. 16th Street Reconstruction – S. Belt West to Premier Appliance
OA Project No. 221111, Work Order 14

Dear Mr. Elkott:

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

Scope: Our Scope of Services include preparing plans, specifications and estimates for reconstructing pavement (mill and overlay), sidewalks, and concrete curbs on S. 16th Street from S. Belt West to Premier Appliance (hereinafter called the "Project").

Schedule: Submit final plans within 6 months of notice-to-proceed.

Estimated Cost: \$67,700 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: _____

S. 16TH STREET RECONSTRUCTION – S. BELT WEST TO PREMIER APPLIANCE

We propose to prepare plans, specifications and estimates for reconstructing S. 16th Street from S. Belt West to Premier Appliance – a total of 1,100'. Work includes new sidewalks, concrete curbs, and mill and overlay on the asphalt pavement (hereinafter called the "Project"). The street will be widened by converting the barrier curb to a combination curb and gutter with a 1' "flag/ gutter".

ITEMS INCLUDED IN BASE SCOPE OF SERVICES:

Field Survey

- Topo survey for the project area including gathering street and driveway grades and inverts, slopes, and pipe sizes for the exiting storm sewer.
- Collect inverts on existing storm sewer inlets.
- Draw survey in the office to create a background drawing.
- Site visit to review existing conditions and mark removal limits for a JULIE utility locate.
- Obtain 2 pavement cores to determine existing pavement thicknesses.
- Perform a drone survey to obtain an aerial orthophotograph to use for the plan view.
- Provide initial utility coordination to determine potential utility conflicts and to aid with design.
 - Call in a JULIE locate for the prior to the survey
 - Send the topography survey to the utility companies to confirm the existence of their facilities.

Preliminary Design and Calculations

- Develop existing and proposed street typical street sections.
- Set horizontal and vertical street alignments – including showing stationing and curve data. It is anticipated that the alignments will follow the existing road centerline and elevation.
- Layout new driveways including plan and elevation/ slopes.
- Layout new private sidewalk connections including plan and elevation/ slopes.
- Review construction disturbance limits to identify seeding and grading limits.
- Layout inlets located between Raab Avenue and Franklin Street to work with the new curb and gutter.
- Provide details for inlet reconstruction for the aforementioned inlets.
- Develop preliminary plan and profile sheets showing survey control, street addresses, construction limits, edge of pavement, new driveways, new curbs, new sidewalks, and new signage.
- Create existing and proposed cross sections to review earthwork quantities.
- Develop a construction staging plan.
- Create construction details – including entrance, sidewalk, curb, and a street grading detail for the intersection of 16th Street and Franklin.
- Refine the preliminary construction cost estimate previously developed for the proposal.
- Send preliminary plans to utility companies to verify the type, size, and location of existing facilities. Review potential utility conflicts and coordinate with utility companies.

Plans, Specifications and Estimates (PS&E)

- Prepare a cover sheet, location map, index of sheets, list of standard drawings, and general notes.
- Prepare and label pavement details and street typical sections to show the existing and new pavement structure.
- Refine plan and profile sheets from preliminary design with labels, cross references, and pay item callouts.
- Prepare construction details for sidewalk ramps and refine details provided in preliminary design.
- Refine the street grading detail for the intersection of 16th Street and Franklin with labels, cross references, and pay item callouts.
- Develop a maintenance of traffic plan during construction operations.
- Add erosion control callouts to the plan and profile sheets.

- Refine cross sections to show existing storm sewers, right-of-way, earthwork end areas, and cross references.
- Send pre-final plans and schedules to the utility companies to confirm conflicts and to coordinate the adjustment or relocation work.
- Prepare contract documents, including check sheets, supplemental specifications, interim provisions, and project specific special provisions
- Develop final quantity estimates for bidding and construction.
- Prepare a final estimate of time and construction cost estimate.
- Prepare bidding documents for a lump sum Base Bid - including notice to bidders, contract proposal, schedule of prices, and project contract.
- Submit PS&E to the City for design approval.
- Incorporate revisions and/or comments requested by the City that are germane to the project scope.

ITEMS NOT INCLUDED IN SCOPE OF SERVICES

1. Storm sewer pipe design – there is an existing storm sewer main on S. 16th Street that will be used in place.
2. Storm inlet computations – there are existing storm inlets on S. 16th Street that are assumed to be adequate since no flooding has been reported.
3. Bid Assistance – can be negotiated later.
4. Construction Administration – can be negotiated later.
5. Utility relocation plans. Only initial utility coordination is included as it is assumed they can be designed around.
6. Full-time construction inspection/observation – can be negotiated later.
7. Geotechnical Engineering.
8. Environmental Engineering.
9. Preparation of Plats, Temporary Construction Easements, Permanent Easements, or Right of Way Dedication Documents.
10. Construction layout – Can be negotiated later
11. IDOT coordination – the project will stop short of IL-13 (ending at the radius returns), so no IDOT coordination is required.



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

July 8, 2022

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

Re: Raab Avenue Reconstruction – S. 19th Street to 150’ east of S. 16th Street
OA Project No. 221111, Work Order 13

Dear Mr. Elkott:

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

Scope: Our Scope of Services include preparing plans, specifications and estimates for reconstructing pavement (mill and overlay), sidewalks, and concrete curbs on Raab Avenue from S. 19th Street to 150’ east of S. 16th Street (hereinafter called the "Project").

Schedule: Submit final plans within 6 months of notice-to-proceed.

Estimated Cost: \$71,500 in accordance with current hourly rates and reimbursable schedule of our Continuing Services Agreement.

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

Sincerely,

OATES ASSOCIATES, INC.

Thomas L Cissell, III, PE
Project Manager

Steven M Keil, PE, PLS
Project Principal

Accepted on this date: _____

By: _____

Title: _____

RAAB AVENUE RECONSTRUCTION – S. 19TH STREET TO 150' EAST OF S. 16TH STREET

We propose to prepare plans, specifications and estimates for reconstructing Raab Avenue from S. 19th Street to 150' east of S. 16th Street – a total of 1,100'. Work includes new sidewalks, concrete curbs, and mill and overlay on the asphalt pavement (hereinafter called the "Project").

ITEMS INCLUDED IN BASE SCOPE OF SERVICES:**Field Survey**

- Topo survey for the project area including gathering street and driveway grades and inverts, slopes, and pipe sizes for the exiting storm sewer.
- Collect inverts on existing storm sewer inlets.
- Draw survey in the office to create a background drawing.
- Site visit to review existing conditions and mark removal limits for a JULIE utility locate.
- Obtain 2 pavement cores to determine existing pavement thicknesses.
- Perform a drone survey to obtain an aerial orthophotograph to use for the plan view.
- Provide initial utility coordination to determine potential utility conflicts and to aid with design.
 - Call in a JULIE locate for the prior to the survey
 - Send the topography survey to the utility companies to confirm the existence of their facilities.

Preliminary Design and Calculations

- Develop existing and proposed street typical street sections.
- Set horizontal and vertical street alignments – including showing stationing and curve data. It is anticipated that the alignments will follow the existing road centerline and elevation.
- Layout new driveways including plan and elevation/ slopes.
- Layout new private sidewalk connections including plan and elevation/ slopes.
- Review construction disturbance limits to identify seeding and grading limits.
- Layout inlets at 17th Street to work with sidewalk ramps.
- Provide details for inlet reconstruction at 17th Street.
- Develop preliminary plan and profile sheets showing survey control, street addresses, construction limits, edge of pavement, new driveways, new curbs, new sidewalks, and new signage.
- Create existing and proposed cross sections to review earthwork quantities.
- Develop a construction staging plan.
- Create construction details – including entrance, sidewalk, curb, and a street grading detail for the intersection of 17th Street and Raab Avenue.
- Refine the preliminary construction cost estimate previously developed for the proposal.
- Send preliminary plans to utility companies to verify the type, size, and location of existing facilities. Review potential utility conflicts and coordinate with utility companies.

Plans, Specifications and Estimates (PS&E)

- Prepare a cover sheet, location map, index of sheets, list of standard drawings, and general notes.
- Prepare and label pavement details and street typical sections to show the existing and new pavement structure.
- Refine plan and profile sheets from preliminary design with labels, cross references, and pay item callouts.
- Prepare construction details for sidewalk ramps and refine details provided in preliminary design.
- Refine the street grading detail for the intersection of 17th Street and Raab Avenue with labels, cross references, and pay item callouts.
- Develop a maintenance of traffic plan during construction operations.
- Add erosion control callouts to the plan and profile sheets.

- Refine cross sections to show existing storm sewers, right-of-way, earthwork end areas, and cross references.
- Send pre-final plans and schedules to the utility companies to confirm conflicts and to coordinate the adjustment or relocation work.
- Prepare contract documents, including check sheets, supplemental specifications, interim provisions, and project specific special provisions
- Develop final quantity estimates for bidding and construction.
- Prepare a final estimate of time and construction cost estimate.
- Prepare bidding documents for a lump sum Base Bid - including notice to bidders, contract proposal, schedule of prices, and project contract.
- Submit PS&E to the City for design approval.
- Incorporate revisions and/or comments requested by the City that are germane to the project scope.

ITEMS NOT INCLUDED IN SCOPE OF SERVICES

1. Storm sewer pipe design – there is an existing storm sewer main on Raab Avenue that will be used in place.
2. Storm inlet computations – there are existing storm inlets on Raab Avenue that are assumed to be adequate since no flooding has been reported.
3. Bid Assistance – can be negotiated later.
4. Construction Administration – can be negotiated later.
5. Utility relocation plans. Only initial utility coordination is included as it is assumed they can be designed around.
6. Full-time construction inspection/observation – can be negotiated later.
7. Geotechnical Engineering.
8. Environmental Engineering.
9. Preparation of Plats, Temporary Construction Easements, Permanent Easements, or Right of Way Dedication Documents.
10. Construction layout – Can be negotiated later



Illinois Department of Transportation

1100 Eastport Plaza Drive / Collinsville, Illinois / 62234

June 27, 2022

HAND DELIVERY

City of Belleville
101 S. Illinois
Belleville, IL 62220

Attn: Ms. Patty Gregory, Mayor

RE: Introduction and Offer Package Letter
912 N. Illinois St., Belleville, Illinois 62220
FAP 600 (IL 159)
Section 130, 131RS-5
St. Clair County
Job No. R-98-008-21
Parcel 8108021

Dear Honorable Gregory:

The Illinois Department of Transportation, Office of Program Development (IDOT) proposes to improve FAP 600 (IL 159). This improvement requires the acquisition of the above referenced parcel consisting of:

- 288 sq ft. of land as fee simple
- 200 sq. ft. of land as a temporary construction easement for four (4) years

Public records indicate the subject property is owned by City of Belleville.

This letter introduces Ms. Angel Lewis of Executive Real Estate Consulting Services, Inc.. Ms. Lewis represents IDOT in the acquisition of the parcel with you.

If you have any questions regarding the authority and procedures of IDOT in acquiring property under eminent domain and the property owner's rights under those procedures, please feel free to contact Ms. Vanessa Badgett of the Department of Transportation at (618) 346-3128, via email at Vanessa.Badgett@illinois.gov, or at the address above.

The following documents are included for your consideration:

- Waiver Valuation
- Legal descriptions of the premises to be acquired
- Title Commitment
- Basis for Computing Total Approved Compensation and Offer to Purchase
- Affidavit of Title
- Warranty Deed
- Temporary Construction Easement
- Certified Resolution
- Receipt of Conveyance Documents and Disbursement Statement
- PTAX
- W-9
- Right of Way Plat

In addition, you are being provided with the following pamphlets:

- "A Landowner's Guide to Land Acquisition by the Illinois Department of Transportation and Eminent Domain,"
- "Highway Improvements and Property Rights."

Ms. Lewis is available to discuss the proposed highway improvement and any questions you may have about the acquisition. Please note Ms. Lewis cannot provide specific legal advice or specific legal referrals. You may reach Ms. Lewis at (618) 604-1896, or via email at angel.lewis1@ercs-team.com.

Sincerely,

Kirk H. Brown/ab

Kirk H. Brown, P.E.
Regional Engineer

Enclosures



Route: FAP 600 (IL 159)
Section 130, 131RS-5
County: St. Clair

Project: _____
Job No. R-98-008-21
Parcel 8108021

Owner(s) of Real Property: City of Belleville
101 S. Illinois, Belleville, IL 62220

Location of Property: Part of Lot 33 of "Brackett's Subdivision of Lot No. 1 NE Part Section 21,
Township 1 North, Range 8 West", 912 N. Illinois St., Belleville, IL 62220
St. Clair County, PIN: 08-21.0-223-005

Pursuant to 735 ILCS 30/10-5-15, the following has been prepared in order to fully inform you of the details of the acquisition of your property as right of way for the proposed improvement of FAP 600 (IL 159) from Alexa Drive to 0.1 mile south of Douglas Avenue in Belleville, Illinois. The legal descriptions of the parcels to be acquired are found on the attached instrument of conveyance.

The amounts shown below are the full amounts of the approved values and are based on fair market value of the property. The fair market value of the part to be acquired is estimated without regard for any decrease or increase in the fair market value caused by the project for which the property is being acquired; however, the damage to the remaining property, if any, is estimated with full consideration of the effect of the proposed improvement.

1. Existing Property:

Total area 0.2565 acres, more or less

Highest and best use: Commercial

2. Land to be Acquired in Fee Simple:

New right of way 288 sq. ft.

Existing right of way (when applicable) 0 acres

Total right of way 288 sq. ft.

3. Improvements and/or Fixtures to be Acquired:

None

4. Compensation for Land Acquired in Fee Simple:

| | |
|--|-----------------|
| Fair market value of the <u>288</u> sq. ft. to be acquired including all improvements as part of the whole property, based on an analysis of market data in the vicinity of the acquisition. | <u>\$300.00</u> |
| Damage to the remaining property as a result of the acquisition (if any). | <u>\$0.00</u> |
| Total compensation for permanent right of way acquired in fee simple. | <u>\$300.00</u> |
| Less cost of construction to be offset against total compensation. | <u>\$0.00</u> |
| Net compensation | <u>\$300.00</u> |

Benefits in the amount of \$0.00 have been estimated to the remaining property. These benefits have been offset against any possible damages but have not been offset against any part of the compensation of the part acquired.

5. Compensation for Easements Including Any Damages or Benefits:

| | | | | |
|--|-----------------------|-----|--|-----------------|
| Permanent Easements- | <u>N/A</u> acres | for | <u>N/A</u> (state purpose) | <u>\$0.00</u> |
| Temporary Easements- | <u>200</u> sq. ft. | for | <u>construction and grading</u> (state purpose) | <u>\$300.00</u> |
| Total compensation for easements (when applicable) | | | | <u>\$300.00</u> |

6. Total Compensation for Entire Acquisition, which includes all interests in the land required for the highway improvement and damages to the remainder property, if any. (sum of 4+5) \$600.00

7. Personal Property (Not Being Acquired) located on the Proposed Right of Way:
N/A

You may want to retain and remove from the right of way some, or all, of the improvements included in the acquisition. If so, the following owner-retention values have been established for the improvements listed above in Item 3, and the total of the owner-retention values for the improvements retained will be deducted from the total compensation.

| Improvement | Owner-Retention Value |
|-------------|-----------------------|
| <u>N/A</u> | <u>\$0.00</u> |

Any agreement to retain such improvements does not convey with it a permit to move the improvements on, or over, any state highway. Ms. Lewis will be happy to furnish information for your use in applying for a permit if one is needed.

Kirk H. Brown
Regional Engineer

On behalf of the Illinois Department of Transportation, Division of Highways, and as outlined in the above summary, I hereby offer you the sum of \$600.00 for the property described on the attached instruments free and clear of all claims of other parties, liens, taxes and encumbrances.

If the above offer is over \$250,000.00, it is contingent on the Illinois Department of Transportation adhering to 30 ILCS 105/9.02 which requires specific contracting authority for all procurement contracts in the amount of \$250,000.00 or more.

Angel R. Lewis

Realty Specialist

6/27/22

Date



Illinois Department of Transportation

Affidavit of Title

Owner City of Belleville
 Address 912 N. Illinois St.
 Belleville, IL 62220
 Route FAP 600 (IL 159)
 Section 130, 131RS-5
 County St. Clair
 Project IL 159 from Alexa Dr. to 0.1 mi. south of Douglas Avenue in Belleville, IL
 Job No. R-98-008-21
 Parcel No. 8108021
 P.I.N. No. 08-21.0-223-005
 Station 153+13.42 LT to 154+00.32 LT (FEE)
 Station 153+13.42 LT to 154+00.32 LT (TCE)
 Catalog No.
 Contract No.

State of Illinois)
) ss.
 County of St. Clair)

I, Patty Gregory, as Mayor

of City of Belleville, being first duly sworn upon oath states as follows:

1. Affiant has personal knowledge of the facts averred herein.
2. There are **no parties** other than Grantor in possession of any portion of the premises described in attached Exhibit "A" through easement, lease, oral or written, or otherwise, whether or not of record.
- There are no parties other than Grantor **and the parties listed below** in possession of any portion of the premises described in attached Exhibit "A" through easement, lease, oral or written, or otherwise, whether or not of record:

SEE ATTACHED EXHIBIT "A"

3. This affidavit is made to provide factual representation as a basis for the State of Illinois to accept a document of conveyance for the premises described in said conveyance, the premises being a portion of or all of the above described premises, from the record owners thereof.
4. The affiant has no knowledge of any driveway agreements, encroachments, overlaps, or boundary line disputes involving the premises to be conveyed.
5. The said premises described in Exhibit "A" are: (Check One)
 - Vacant and unimproved Agricultural and unimproved
 - Improved and
 - (A) There have been no improvements made or contracted for on the premises within six (6) months immediately preceding the date of the affidavit, out of which a claim for a mechanic's lien could accrue or has accrued; and
 - (B) To the best of my knowledge all improvements now on the premises comply with all local building and zoning ordinances.

6. There are no chattel mortgages, conditional sales contracts or financing statements existing on or in connection with the premises to be conveyed which are not shown by the public records.
7. There are no taxes or special assessments which are not shown as existing liens by the public records involving the premises described in Exhibit A.
8. Per 50 ILCS 105/3.1, the identities of all owners and beneficiaries having an interest in the premises to be conveyed are as follows (check applicable box(es) and complete information requested):

Individual. Individual owner of the property is: _____

Nonprofit Organization. There is no individual or other organization receiving distributable income from the organization.

Public Organization, including units of local government. There is no individual or other organization receiving distributable income from the organization

Publicly-Traded Corporation. There is no readily known shareholder entitled to receive more than 7-1/2% interest in the total distribution income of the corporation.

Corporation, Partnership, Limited Liability Company. Those entitled to receive more than 7-1/2% of the total distributable income of said entity are as follows:

| | Name | Address |
|-----|-------|---------|
| *1. | _____ | _____ |
| 2. | _____ | _____ |
| 3. | _____ | _____ |
| 4. | _____ | _____ |

Land Trust or Declaration of Trust. The identity of each beneficiary of Grantor Trust is as follows:

| | Name | Address | % of Interest |
|-----|-------|---------|---------------|
| *1. | _____ | _____ | _____ |
| 2. | _____ | _____ | _____ |
| 3. | _____ | _____ | _____ |
| 4. | _____ | _____ | _____ |

* IF THE INITIAL DISCLOSURES SHOW INTERESTS HELD BY ANOTHER CORPORATION, PARTNERSHIP, LIMITED LIABILITY COMPANY, OR TRUST, THEN FURTHER DISCLOSURES SHOULD BE PROVIDED UNTIL THE NAMES OF INDIVIDUALS OWNING THE INTEREST IN THE ENTITY ARE DISCLOSED.

Dated this _____ day of _____, 2022.

By: _____
Signature

Patty Gregory, Mayor

Print Name and Title if applicable

State of Illinois)
County of St. Clair) ss

This instrument was acknowledged before me on _____, 2022, by
Patty Gregory _____.

(SEAL)

Notary Public

My Commission Expires: _____

NOTE: THIS AFFIDAVIT MAY BE EXECUTED AND ACKNOWLEDGED ON BEHALF OF THE RECORD OWNER(S) BY ANY **ONE** OF THE RECORD OWNERS, OFFICERS, MANAGERS, PARTNERS, OR TRUSTEES HAVING KNOWLEDGE OF THE FACTS IN THIS AFFIDAVIT.

"EXHIBIT A"

PARCEL 1:

THE NORTH 40 FEET OF THAT PART OF LOT 33 OF "BRACKETT'S SUBDIVISION OF LOT NO. 1 NE PART SEC. 21, T 1 N, R 8 W"; REFERENCE IS BEING HAD TO THE PLAT THEREOF RECORDED IN THE RECORDER'S OFFICE OF ST. CLAIR COUNTY, ILLINOIS IN BOOK OF PLATS "A" ON PAGE 78, LYING EAST OF ILLINOIS STREET. TOGETHER WITH A RIGHT OF WAY OVER A 10 FOOT STRIP OF LAND LYING SOUTH OF AND ADJOINING THE ABOVE DESCRIBED PREMISES; EXCEPTING THEREFROM, A PART OF THE NORTH 40 FEET OF THAT PART OF LOT 33 OF "BRACKETT'S SUBDIVISION OF LOT NO. 1 NORTHEAST PART OF SECTION 21, TOWNSHIP 1 NORTH, RANGE 8 WEST OF THE THIRD PRINCIPAL MERIDIAN," REFERENCE BEING HAD TO THE PLAT THEREOF IN THE RECORDER'S OFFICE OF ST. CLAIR COUNTY, ILLINOIS, IN BOOK OF PLATS "A" ON PAGE 78, LYING EAST OF ILLINOIS STREET, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A STONE FOUND AT THE NORTHWEST CORNER OF LOT 28D, BEING A SUBDIVISION OF LOT 28 OF SAID BRACKETT'S SUBDIVISION, REFERENCE BEING HAD TO THE PLAT THEREOF RECORDED IN THE RECORDER'S OFFICE OF ST. CLAIR COUNTY, ILLINOIS IN BOOK OF DEEDS 203 ON PAGE 462; THENCE SOUTH 88 DEGREES 48 MINUTES 49 SECONDS EAST ALONG THE SOUTHERLY LINE OF "J" STREET, 30.427 METERS (99.83 FEET) TO THE EXISTING WESTERLY RIGHT OF WAY LINE OF FA ROUTE 600 (MARKED ILLINOIS ROUTE 159 A/K/A ILLINOIS STREET); THENCE CONTINUING SOUTH 88 DEGREES 48 MINUTES 49 SECONDS EAST ALONG THE EXTENSION OF THE SOUTHERLY LINE OF "J" STREET, 10.492 METERS

(34.42 FEET) TO THE CENTERLINE OF FA ROUTE 600; THENCE SOUTH 00 DEGREES 05 MINUTES 34 SECONDS WEST, 134.349 METERS (440.77 FEET); THENCE SOUTH 89 DEGREES 53 MINUTES 45 SECONDS EAST, 9.486 METERS (31.12 FEET) TO THE NORTHWEST CORNER OF THE GRANTOR AND THE POINT OF BEGINNING.

FROM SAID POINT OF BEGINNING; THENCE SOUTH 88 DEGREES 48 MINUTES 46 SECONDS EAST, 1,293 METERS (4.24 FEET) ALONG THE NORTHERLY LINE OF THE GRANTOR; THENCE SOUTH 14 DEGREES 18 MINUTES 06 SECONDS WEST, 5,289 METERS (17.35 FEET) TO THE EXISTING EASTERLY RIGHT OF WAY LINE OF FA ROUTE 600; THENCE NORTH 00 DEGREES 09 MINUTES 09 SECONDS EAST, 5.152 METERS (16.90 FEET) ALONG SAID EXISTING RIGHT OF WAY LINE TO THE POINT OF BEGINNING.

SITUATED IN THE CITY OF BELLEVILLE, COUNTY OF ST CLAIR AND STATE OF ILLINOIS.

EXCEPT THAT PART COMMENCING AT A STONE FOUND AT THE NW CORNER OF LOT 28D (POINT OF BEGINNING); THENCE SOUTH 88 DEGREES 48 MINUTES 46 SECONDS EAST, 1,293 METERS (4.24 FEET) ALONG THE NORTHERLY LINE OF THE GRANTOR; THENCE SOUTH 14 DEGREES 18 MINUTES 06 SECONDS WEST, 5,289 METERS (17.35 FEET) TO THE EXISTING EASTERLY RIGHT OF WAY LINE OF FA ROUTE 600; THENCE NORTH 00 DEGREES 09 MINUTES 09 SECONDS EAST, 5.152 METERS (16.90 FEET) ALONG SAID EXISTING RIGHT OF WAY LINE TO THE POINT OF BEGINNING.

SITUATED IN THE COUNTY OF SAINT CLAIR AND STATE OF ILLINOIS.

PARCEL 2:

PART OF LOT 33 IN "BRACKETT'S SUBDIVISION OF LOT NO. 1, N.E. 1/4 SEC. T.1.N., R. 8. W."; REFERENCE BEING HAD TO THE PLAT THEREOF RECORDED IN THE RECORDER'S OFFICE OF ST. CLAIR COUNTY, ILLINOIS IN BOOK OF PLATS "A" ON APGE 78, LYING EAST OF ILLINOIS STREET, EXCEPTING THE NORTH 40 FEET THEREOF.

SITUATED IN THE COUNTY OF SAINT CLAIR AND STATE OF ILLINOIS.

PERMANENT TAX NUMBER(S): 08-21.0-223-005; 08-21.0-223-006

Owner City of Belleville
Address 912 N. Illinois St.
Belleville, IL 62220
Route FAP 600 (IL 159)
County St. Clair
Job No. R-98-008-21
Parcel No. 8108021
P.I.N. No. 08-21.0-223-005
Section 130, 131RS-5
Project No. IL 159 from Alex Dr. to 0.1 mi. south of Douglas Avenue in Belleville, IL
Station 153+13.42 LT
Station 154+00.32 LT
Contract No.
Catalog No.

WARRANTY DEED
(Governmental Entity) (Non-Freeway)

City of Belleville, a governmental entity organized and existing under the laws of Illinois and duly authorized to do business in Illinois, in consideration of the sum of Three Hundred and 00/100 Dollars (\$300.00), receipt of which is hereby acknowledged, and pursuant to the provisions of 50 ILCS 605/4, grants, conveys, and warrants to the People of the State of Illinois, Department of Transportation, (Grantee), the following described real estate in St. Clair, Illinois:

Part of Lot 33 of "Brackett's Subdivision of Lot N0. 1 NE Part Sec. 21, T 1 N, R 8 W", reference being had to the plat thereof recorded in the Recorder's Office of St. Clair County, Illinois in Book of Plats "A" on Page 78, described as follows:

Commencing at the northeast corner of said Lot 33; thence on an assumed bearing of North 88 degrees 34 minutes 23 seconds West on the north line of said Lot 33, a distance of 117.71 feet to the Point of Beginning.

From said Point of Beginning; thence South 00 degrees 13 minutes 09 seconds West, 66.89 feet; thence South 12 degrees 05 minutes 47 seconds West, 20.45 feet to the easterly right of way line of FAP Route 600 (Illinois Route 159); thence North 00 degrees 13 minutes 09 seconds East on said existing easterly right of way line, 70.09 feet to the southeast corner of a tract of land described in the Order Vesting Title to The Department of Transportation State of Illinois recorded as Case Number 97-ED-13 of the Circuit Court Records, St. Clair County, Illinois; thence North 14 degrees 16 minutes 34 seconds East on the southeasterly line of said State of Illinois tract, 17.33 feet to the Point of Beginning.

Said Parcel 8108021 contains 288 square feet, or 0.0066 acres, more or less.

Grantor, without limiting the interest above granted and conveyed, acknowledges that upon payment of the agreed consideration, all claims arising out of the above acquisition have been settled, including without limitation, any diminution in value to any remaining property of the Grantor caused by the opening, improving and using the premises for highway purposes. This acknowledgment does not waive any claim for trespass or negligence against the Grantee or Grantee's agents which may cause damage to the Grantor's remaining property.

Owner City of Belleville
Address 912 N. Illinois St.
Belleville, IL 62220
Route FAP 600 (IL 159)
County St. Clair
Job No. R-98-008-21
Parcel No. 8108021
P.I.N. No. 08-21.0-223-005
Section 130, 131RS-5
Project No. IL 159 from Alexa Dr. To 0.1 mi. south of Douglas Avenue in Belleville, IL
Station 153+13.42 LT
Station 154+00.32 LT
Contract No.
Catalog No.

TEMPORARY CONSTRUCTION EASEMENT
(Governmental Entity)

City of Belleville, a governmental entity organized and existing under and by virtue of the laws of the State of Illinois and duly authorized to do business under the Statutes of the State of Illinois, (Grantor), by Patty Gregory, its Mayor, for and in consideration of Three Hundred and 00/100 Dollars (\$300.00), receipt of which is hereby acknowledged, and pursuant to the provisions of 50 ILCS 605/4 hereby represents that Grantor owns the fee simple title to and grants and conveys to the People of the State of Illinois, Department of Transportation, (Grantee), a temporary construction easement for the purpose of grading and construction and other highway purposes, on, over, and through the following described real estate:

Part of Lot 33 of "Brackett's Subdivision of Lot NO. 1 NE Part Sec. 21, T 1 N, R 8 W", reference being had to the plat thereof recorded in the Recorder's Office of St. Clair County, Illinois in Book of Plats "A" on Page 78, described as follows:

Commencing at the northeast corner of said Lot 33; thence on an assumed bearing of North 88 degrees 34 minutes 23 seconds West on the north line of said Lot 33, a distance of 117.71 feet; thence South 00 degrees 13 minutes 09 seconds West, 26.89 feet to the Point of Beginning.

From said Point of Beginning; thence South 89 degrees 58 minutes 19 seconds East, 5.00 feet; thence South 00 degrees 13 minutes 09 seconds West, 40.00 feet; thence North 89 degrees 58 minutes 19 seconds West, 5.00 feet; thence North 00 degrees 13 minutes 09 seconds East, 40.00 feet to the Point of Beginning.

Said Parcel 8108021TE contains 200 square feet, or 0.0046 acres, more or less.

situated in the County of St. Clair, State of Illinois. The above-described real estate and improvements located thereon are herein referred to as the "premises."

The right, easement and privilege granted herein shall terminate four years from the execution of this document, or on the completion of the proposed project, whichever is the sooner.

Grantor shall have and retain all rights to use and occupy the premises and access to Grantor's remaining property, except as herein expressly granted; provided, however, that Grantor's use and occupation of the premises may not interfere with Grantee's use of the premises in the purposes herein described.

Grantor, without limiting the interest above granted and conveyed, acknowledges that upon payment of the agreed consideration, all claims arising out of the above acquisition have been settled, including without limitation, any diminution in value to any remaining property of the Grantor caused by the opening, improving and using the premises for highway purposes. This acknowledgment does not waive any claim for trespass or negligence against the Grantee or Grantee's agents which may cause damage to the Grantor's remaining property.

This grant shall constitute a covenant, which runs with the land, and shall be binding upon the legal representatives, successors and assigns of Grantor.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Dated this _____ day of _____, 2022.

| | |
|----------------------|--|
| Attest: | <u>City of Belleville</u> Name of Governmental Entity |
| By: _____ | By: _____ |
| Signature | Signature |
| _____ | <u>Patty Gregory, Mayor</u> Print Name and Title |
| Print Name and Title | |

State of Illinois)
) ss
 County of St. Clair)

This instrument was acknowledged before me on _____, 2022IL, by
Patty Gregory and _____
 of City of Belleville

(SEAL) _____
 Notary Public

My Commission Expires: _____

Exempt under 35 ILCS 200/31-45(b), Real Estate Transfer Tax Law.

_____ Date _____ Buyer, Seller or Representative

This instrument was prepared by and after recording return to:

Illinois Department of Transportation
 ATTN: Bureau of Land Acquisition
 1100 Eastport Plaza Drive
 Collinsville, IL 62234

Owner City of Belleville
Address 912 N. Illinois St.
Belleville, IL 62220
Route FAP 600 (IL 159)
County St. Clair
Job No. R-98-008-21
Parcel No. 8108021
P.I.N. No. 08-21.0-223-005
Section 130, 131RS-5
Project No. IL 159 from Alexa Dr. to 0.1 mi. south of Douglas Avenue in Belleville, IL
Station 153+13.42 LT to 154+00.32 LT (FEE)
Station 153+13.42 LT to 154+00.32 LT (TCE)
Contract No.
Catalog No.

CERTIFIED RESOLUTION
(Governmental Entity)

I, Patty Gregory, Mayor of City of Belleville, a governmental entity organized and existing under the laws of the State of Illinois, including without limitation, city, village, incorporated town, county, park district, or township, do hereby certify that:

1. The following is a true and correct copy of a resolution adopted by the Council or Board of said governmental entity, a quorum of its members, trustees, or commissioners being present at a meeting held of the _____ day of _____, 2022, and

2. The resolution has not been amended or revoked and is in full force and effect.

Resolved that Patty Gregory, the Mayor and _____, the _____ of the Council or Board of the above-referenced governmental entity are hereby authorized and directed to convey the governmental entity's interest in the following described real estate in St. Clair County, Illinois to the People of the State of Illinois, Department of Transportation for highway purposes for the sum of \$600.00:

810021-FEE

Part of Lot 33 of "Brackett's Subdivision of Lot N0. 1 NE Part Sec. 21, T 1 N, R 8 W", reference being had to the plat thereof recorded in the Recorder's Office of St. Clair County, Illinois in Book of Plats "A" on Page 78, described as follows:

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From said Point of Beginning; thence South 00 degrees 13 minutes 09 seconds West, 66.89 feet; thence South 12 degrees 05 minutes 47 seconds West, 20.45 feet to the easterly right of way line of FAP Route 600 (Illinois Route 159); thence North 00 degrees 13 minutes 09 seconds East on said existing easterly right of way line, 70.09 feet to the southeast corner of a tract of land described in the Order

Vesting Title to The Department of Transportation State of Illinois recorded as Case Number 97-ED-13 of the Circuit Court Records, St. Clair County, Illinois; thence North 14 degrees 16 minutes 34 seconds East on the southeasterly line of said State of Illinois tract, 17.33 feet to the Point of Beginning.

Said Parcel 8108021 contains 288 square feet, or 0.0066 acres, more or less.

8108021-TCE

Part of Lot 33 of "Brackett's Subdivision of Lot N0. 1 NE Part Sec. 21, T 1 N, R 8 W", reference being had to the plat thereof recorded in the Recorder's Office of St. Clair County, Illinois in Book of Plats "A" on Page 78, described as follows:

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From said Point of Beginning; thence South 89 degrees 58 minutes 19 seconds East, 5.00 feet; thence South 00 degrees 13 minutes 09 seconds West, 40.00 feet; thence North 89 degrees 58 minutes 19 seconds West, 5.00 feet; thence North 00 degrees 13 minutes 09 seconds East, 40.00 feet to the Point of Beginning.

Said Parcel 8108021TE contains 200 square feet, or 0.0046 acres, more or less.

Further resolved that they are authorized and directed to execute and deliver such instruments as may be necessary or convenient to consummate such sale.

Further resolved that the members, aldermen, trustees or commissioners of the Council or Board of the governmental entity or electors of the governmental entity, pursuant to 50 ILCS 605/4 voted for the adoption of this resolution as follows: AYE _____; NAY _____; ABSENT _____.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK



Owner City of Belleville
Job No. R-98-008-21
Parcel No. 8108021

The People of the State of Illinois, Department of Transportation (Grantee) acknowledges Receipt of the following:

(Check all that apply.)

- Warranty Deed covering 288 sq. ft.
- Permanent Easement covering _____ sq. ft.
- Temporary Construction Easement covering 200 sq. ft.

all located in St. Clair County, Illinois as right of way for FAT 600 (IL 159), Section 130, 131RS-5 dated _____, executed by the undersigned Grantors.

Grantor and Grantee agree as follows:

1. The payment of the sum of Six Hundred and 00/100 Dollars (\$600.00) to Grantor as total consideration for the deed and Temporary Construction Easement, by Grantee is subject to Grantee's approval of title and documentation and, if applicable, Grantee's final approval in accordance with Section 9.02 of the Illinois State Finance Act.
2. All improvements located, wholly or partially, on the parcel shall become the property of the State of Illinois, unless provided as follows:

None
3. Possession and transfer of title to IDOT occur when Grantee delivers a state warrant to Grantor, in person or to the address stated herein, in the amount of the above stated consideration, unless provided herein. Grantor shall have the sole responsibility and obligation to protect, preserve and maintain the parcel and improvements thereon until delivery of possession to Grantee.
4. Grantor directs Grantee to disburse the above stated consideration by warrant or by separate warrants as follows:

| <u>Name*</u> | <u>TIN/FEIN/SSN**</u> | <u>Address</u> | <u>Amount</u> |
|--------------------|-----------------------|---|---------------|
| City of Belleville | | 101 S. Illinois Belleville, IL 62220 | \$600.00 |
| | | | \$ |
| | | | \$ |

*If multiple names on the same warrant, list first and circle the name of the person or entity whose TIN/FEIN/SSN is entered above. If lien holder is to be paid by warrant, use Grantor's TIN or SSN with their name listed first and lien holder second. The first payee must match the TIN used.

****Attach a current W-9 form for each TIN/FEIN/SSN.**

5. **NON-FOREIGN CERTIFICATION – FIRPTA.** Section 1445 of the Internal Revenue Code provides that a transferee (buyer) of a U.S. real property interest must withhold tax if the transferor is a foreign person. For purposes of this paragraph, “Transferee” shall mean “Grantee” and “Transferor” shall mean “Grantor”. To inform the Grantee that withholding of tax is not required upon the disposition of a U.S. real property interest by Grantor, the Grantor hereby certifies the following:
- a. Transferor is the owner of the real property being conveyed;
 - b. Transferor is not a foreign person, entity, or disregarded entity (as such terms are defined in the Internal Revenue Code and Income Tax Regulations); and
 - c. Transferor’s U.S. Taxpayer Identification Number and address set forth above are true and correct.

Transferor understands that this certification may be disclosed to the Internal Revenue Service by Transferee and that any false statement contained herein could be punished by fine, imprisonment or both.

Initial

6. Illinois law (15 ILCS 405/10.05 to 405/10.05b) requires the State of Illinois Comptroller to deduct from any State of Illinois warrants or payments the amount of any outstanding account or claim in favor of the State of Illinois and any amount necessary to satisfy past due child support or delinquent student loan and financial aid obligations on any loan guaranteed by the Illinois Student Assistance Commission.
7. This Receipt of Conveyance Documents and Disbursement Statement is the entire and exclusive agreement between the parties and supersede any written or oral understanding, promise or agreement, directly or indirectly related to the conveyance of parcel and improvements. The parties agree that any changes to this Receipt may only be made in writing and signed by the parties.

Date: _____

Grantor:

Signature

Patty Gregory, Mayor
Print Name (and Title, if applicable)

Signature

Print Name (and Title, if applicable)

Signature

Print Name (and Title, if applicable)

Signature

Print Name (and Title, if applicable)

Date: _____

Grantee:

The People of the State of Illinois, Department of Transportation

for State of Illinois, Department of Transportation



PTAX-203

Illinois Real Estate Transfer Declaration

Please read the instructions before completing this form.
This form can be completed electronically at tax.illinois.gov/retd.

Step 1: Identify the property and sale information.

1 912 N. Illinois
Street address of property (or 911 address, if available)

Belleville 69222
City or village ZIP

St. Clair
Township

2 Write the total number of parcels to be transferred. 1

3 Write the parcel identifying numbers and lot sizes or acreage.

| Property index number (PIN) | Lot size or acreage |
|-----------------------------|---------------------|
| a <u>08-21.0-223-005</u> | <u>288 sq. ft.</u> |
| b _____ | _____ |
| c _____ | _____ |
| d _____ | _____ |

Write additional property index numbers, lot sizes or acreage in Step 3.

4 Date of instrument: _____ / _____ / _____
Month Year

5 Type of instrument (Mark with an "X.") : X Warranty deed
 _____ Quit claim deed _____ Executor deed _____ Trustee deed
 _____ Beneficial interest _____ Other (specify): _____

6 Yes X No Will the property be the buyer's principal residence?

7 Yes X No Was the property advertised for sale?
(i.e., media, sign, newspaper, realtor)

8 Identify the property's current and intended primary use.
Current Intended (Mark **only one item per column** with an "X.")

| | | |
|------------|----------|---|
| a _____ | _____ | Land/lot only |
| b _____ | _____ | Residence (single-family, condominium, townhome, or duplex) |
| c _____ | _____ | Mobile home residence |
| d _____ | _____ | Apartment building (6 units or less) No. of units: _____ |
| e _____ | _____ | Apartment building (over 6 units) No. of units: _____ |
| f _____ | _____ | Office |
| g _____ | _____ | Retail establishment |
| h <u>X</u> | _____ | Commercial building (specify): <u>Municipal</u> |
| i _____ | _____ | Industrial building |
| j _____ | _____ | Farm |
| k _____ | <u>X</u> | Other (specify): <u>State ROW</u> |

Do not write in this area.
County Recorder's Office use.

9 Identify any significant physical changes in the property since January 1 of the previous year and write the date of the change.
Date of significant change: _____ / _____ / _____
Month Year

(Mark with an "X.")

_____ Demolition/damage _____ Additions _____ Major remodeling
 _____ New construction _____ Other (specify): _____

10 Identify only the items that apply to this sale. (Mark with an "X.")

a _____ Fulfillment of installment contract —
year contract initiated : _____

b _____ Sale between related individuals or corporate affiliates

c _____ Transfer of less than 100 percent interest

d _____ Court-ordered sale

e _____ Sale in lieu of foreclosure

f _____ Condemnation

g _____ Short sale

h _____ Bank REO (real estate owned)

i _____ Auction sale

j _____ Seller/buyer is a relocation company

k X Seller/buyer is a financial institution or government agency

l _____ Buyer is a real estate investment trust

m _____ Buyer is a pension fund

n _____ Buyer is an adjacent property owner

o _____ Buyer is exercising an option to purchase

p _____ Trade of property (simultaneous)

q _____ Sale-leaseback

r _____ Other (specify): _____

s _____ Homestead exemptions on most recent tax bill:

| | |
|-------------------------------------|----------|
| 1 General/Alternative | \$ _____ |
| 2 Senior Citizens | \$ _____ |
| 3 Senior Citizens Assessment Freeze | \$ _____ |

Step 2: Calculate the amount of transfer tax due.

Note: Round Lines 11 through 18 to the next highest whole dollar. If the amount on Line 11 is over \$1 million and the property's current use on Line 8 above is marked "e," "f," "g," "h," "i," or "k," complete Form PTAX-203-A, Illinois Real Estate Transfer Declaration Supplemental Form A. If you are recording a beneficial interest transfer, do not complete this step. Complete Form PTAX-203-B, Illinois Real Estate Transfer Declaration Supplemental Form B.

| | | |
|--|-------------------------------|--------|
| 11 Full actual consideration | 11 \$ _____ | 300.00 |
| 12a Amount of personal property included in the purchase | 12a \$ _____ | 0.00 |
| 12b Was the value of a mobile home included on Line 12a? | 12b _____ Yes <u>X</u> No | |
| 13 Subtract Line 12a from Line 11. This is the net consideration for real property. | 13 \$ _____ | 300.00 |
| 14 Amount for other real property transferred to the seller (in a simultaneous exchange) as part of the full actual consideration on Line 11 | 14 \$ _____ | 0.00 |
| 15 Outstanding mortgage amount to which the transferred real property remains subject | 15 \$ _____ | 0.00 |
| 16 If this transfer is exempt, use an "X" to identify the provision. | 16 <u>X</u> b _____ k _____ m | |
| 17 Subtract Lines 14 and 15 from Line 13. This is the net consideration subject to transfer tax. | 17 \$ _____ | 300.00 |
| 18 Divide Line 17 by 500. Round the result to the next highest whole number (e.g., 61.002 rounds to 62). | 18 _____ | 0.00 |
| 19 Illinois tax stamps — multiply Line 18 by 0.50. | 19 \$ _____ | 0.00 |
| 20 County tax stamps — multiply Line 18 by 0.25. | 20 \$ _____ | 0.00 |
| 21 Add Lines 19 and 20. This is the total amount of transfer tax due. | 21 \$ _____ | 0.00 |

Step 3: Write the legal description from the deed. Write, type (minimum 10-point font required), or attach the legal description from the deed. If you prefer, submit an 8 1/2" x 11" copy of the extended legal description with this form. You may also use the space below to write additional property index numbers, lots sizes or acreage from Step 1, Line 3.

Part of Lot 33 of "Brackett's Subdivision of Lot N0. 1 NE Part Sec. 21, T 1 N, R 8 W", reference being had to the plat thereof recorded in the Recorder's Office of St. Clair County, Illinois in Book of Plats "A" on Page 78, described as follows:
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Said Parcel 8108021 contains 288 square feet, or 0.0066 acres, more or less.

Step 4: Complete the requested information.

The buyer and seller (or their agents) hereby verify that to the best of their knowledge and belief, the full actual consideration and facts stated in this declaration are true and correct. If this transaction involves any real estate located in Cook County, the buyer and seller (or their agents) hereby verify that to the best of their knowledge, the name of the buyer shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire and hold title to real estate under the laws of the State of Illinois. Any person who willfully falsifies or omits any information required in this declaration shall be guilty of a Class B misdemeanor for the first offense and a Class A misdemeanor for subsequent offenses. Any person who knowingly submits a false statement concerning the identity of a grantee shall be guilty of a Class C misdemeanor for the first offense and of a Class A misdemeanor for subsequent offenses.

Seller Information (Please print.)

| | |
|-------------------------------|--|
| City of Belleville | Seller's trust number (if applicable - not an SSN or FEIN) |
| Seller's or trustee's name | Belleville IL 62220 |
| 101 S. Illinois | City State ZIP |
| Street address (after sale) | (618) 233-6518 |
| Seller's or agent's signature | Seller's daytime phone |

Buyer Information (Please print.)

| | |
|----------------------------------|---|
| Illinois Dept. Of Transportation | Buyer's trust number (if applicable - not an SSN or FEIN) |
| Buyer's or trustee's name | Collinsville IL 62234 |
| 1100 Eastport Plaza Drive | City State ZIP |
| Street address (after sale) | (618) 346-3128 |
| Buyer's or agent's signature | Buyer's daytime phone |

Mail tax bill to:

| | | |
|----------------------------------|---------------------------|-----------------------|
| Illinois Dept. of Transportation | 1100 Eastport Plaza Drive | Collinsville IL 62234 |
| Name or company | Street address | City State ZIP |

Preparer Information (Please print.)

| | |
|--|--|
| Illinois Dept. of Transportation | Preparer's file number (if applicable) |
| Preparer's and company's name | Collinsville IL 62234 |
| 1100 Eastport Plaza Drive | City State ZIP |
| Street address | (618) 346-3128 |
| Preparer's signature | Preparer's daytime phone |
| jodi.griffel@volkert.com | |
| Preparer's e-mail address (if available) | |

Identify any required documents submitted with this form. (Mark with an "X.") Extended legal description Form PTAX-203-A
 Itemized list of personal property Form PTAX-203-B

| | |
|---|---|
| To be completed by the Chief County Assessment Officer | |
| 1 County _____ Township _____ Class _____ Cook-Minor _____ Code 1 _____ Code 2 _____ | 3 Year prior to sale _____ |
| 2 Board of Review's final assessed value for the assessment year prior to the year of sale. Land _____ Buildings _____ Total _____ | 4 Does the sale involve a mobile home assessed as real estate? Yes ___ No ___ |
| | 5 Comments _____ |
| Illinois Department of Revenue Use | Tab number |

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.

| | |
|---|---|
| 1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. City of Belleville | |
| 2 Business name/disregarded entity name, if different from above | |
| 3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input checked="" type="checkbox"/> Other (see instructions) ▶ _____ | 4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i> |
| Municipality | |
| 5 Address (number, street, and apt. or suite no.) See instructions. 101 S. Illinois | Requester's name and address (optional) |
| 6 City, state, and ZIP code Belleville, IL 62220 | |
| 7 List account number(s) here (optional) | |

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

| | | | | | | | | | | | | |
|---|--|--|--|--|--|--|--|--|--|--|--|--|
| Social security number | | | | | | | | | | | | |
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| | | | | | | | | | | | | |
| or | | | | | | | | | | | | |
| Employer identification number | | | | | | | | | | | | |
| <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> </tr> </table> | | | | | | | | | | | | |
| | | | | | | | | | | | | |

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

| | | |
|------------------|----------------------------|--------|
| Sign Here | Signature of U.S. person ▶ | Date ▶ |
|------------------|----------------------------|--------|

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Parcel 8108021TE
 FAP Route 600 (IL-159)
 Section 130, 131RS-5
 St. Clair County
 Job No. R-98-026-21
 Owner: City of Belleville
 Station 153+13.42 Lt. to Station 154+00.32 Lt.
 PIN: 08-21.0-223-005
 Temporary Easement for construction and grading

Part of Lot 33 of "Brackett's Subdivision of Lot NO. 1 NE Part Sec. 21, T 1 N, R 8 W", reference being had to the plat thereof recorded in the Recorder's Office of St. Clair County, Illinois in Book of Plats "A" on Page 78, described as follows:

Commencing at the northeast corner of said Lot 33; thence on an assumed bearing of North 88 degrees 34 minutes 23 seconds West on the north line of said Lot 33, a distance of 117.71 feet: thence South 00 degrees 13 minutes 09 seconds West, 26.89 feet to the Point of Beginning.

From said Point of Beginning; thence South 89 degrees 58 minutes 19 seconds East, 5.00 feet; thence South 00 degrees 13 minutes 09 seconds West, 40.00 feet; thence North 89 degrees 58 minutes 19 seconds West, 5.00 feet; thence North 00 degrees 13 minutes 09 seconds East, 40.00 feet to the Point of Beginning.

Said Parcel 8108021TE contains 200 square feet, or 0.0046 acres, more or less.

| | IDOT (initials) |
|---------------------------------------|--------------------|
| Parcel closes | daf |
| Area correct | daf |
| All Record lines & corners called out | daf |
| Reviewed for coal and mineral rights | daf |
| Approved by | daf |
| Date | 05-17-22 |

Parcel 8108021
 FAP Route 600 (IL-159)
 Section 130, 131RS-5
 St. Clair County
 Job No. R-98-026-21
 Owner: City of Belleville
 Station 153+13.42 Lt. to Station 154+00.32 Lt.
 PIN: 08-21.0-223-005
 Non-Freeway

Part of Lot 33 of "Brackett's Subdivision of Lot NO. 1 NE Part Sec. 21, T 1 N, R 8 W", reference being had to the plat thereof recorded in the Recorder's Office of St. Clair County, Illinois in Book of Plats "A" on Page 78, described as follows:

Commencing at the northeast corner of said Lot 33; thence on an assumed bearing of North 88 degrees 34 minutes 23 seconds West on the north line of said Lot 33, a distance of 117.71 feet to the Point of Beginning.

From said Point of Beginning; thence South 00 degrees 13 minutes 09 seconds West, 66.89 feet; thence South 12 degrees 05 minutes 47 seconds West, 20.45 feet to the easterly right of way line of FAP Route 600 (Illinois Route 159); thence North 00 degrees 13 minutes 09 seconds East on said existing easterly right of way line, 70.09 feet to the southeast corner of a tract of land described in the Order Vesting Title to The Department of Transportation State of Illinois recorded as Case Number 97-ED-13 of the Circuit Court Records, St. Clair County, Illinois; thence North 14 degrees 16 minutes 34 seconds East on the southeasterly line of said State of Illinois tract, 17.33 feet to the Point of Beginning.

Said Parcel 8108021 contains 288 square feet, or 0.0066 acres, more or less.

| | IDOT (initials) |
|---------------------------------------|--------------------|
| Parcel closes | daf |
| Area correct | daf |
| All Record lines & corners called out | daf |
| Reviewed for coal and mineral rights | daf |
| Approved by | daf |
| Date | 05-17-22 |

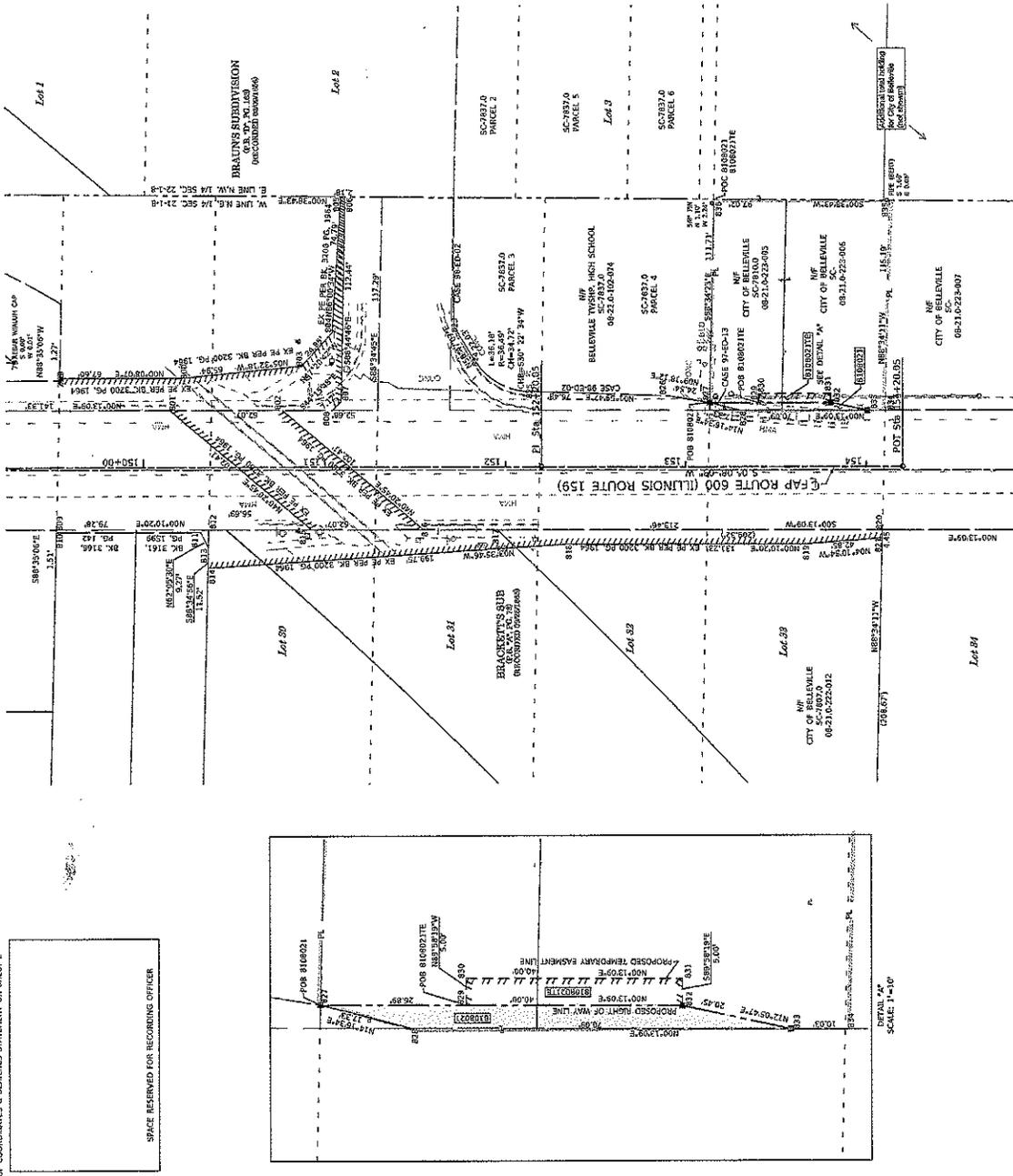
April 13, 2022

PART OF THE NE 1/4 OF SEC. 8, T. 2 N., R. 9 W., OF THE 3RD P.M., ST. CLAIR, ILLINOIS

SEE SHEET 4

SEE MEMORANDUM, TOPGRAPHIC STATEMENT, SURVEYOR'S REPORT, AND BASIS OF COORDINATES & BEARINGS STATEMENT ON SHEET 2

SPACE RESERVED FOR RECORDING OFFICER



| POINT NUMBER | NORTHING | EASTING | COORDINATE TABLE |
|--------------|---------------|--------------|----------------------------|
| 756 | 15,025,400.00 | 85,806,758.0 | 15,025,400.00 85,806,758.0 |
| 757 | 15,025,400.00 | 85,806,758.0 | 15,025,400.00 85,806,758.0 |
| 758 | 15,025,400.00 | 85,806,758.0 | 15,025,400.00 85,806,758.0 |
| 759 | 15,025,400.00 | 85,806,758.0 | 15,025,400.00 85,806,758.0 |
| 760 | 15,025,400.00 | 85,806,758.0 | 15,025,400.00 85,806,758.0 |
| 761 | 15,025,400.00 | 85,806,758.0 | 15,025,400.00 85,806,758.0 |
| 762 | 15,025,400.00 | 85,806,758.0 | 15,025,400.00 85,806,758.0 |
| 763 | 15,025,400.00 | 85,806,758.0 | 15,025,400.00 85,806,758.0 |
| 764 | 15,025,400.00 | 85,806,758.0 | 15,025,400.00 85,806,758.0 |
| 765 | 15,025,400.00 | 85,806,758.0 | 15,025,400.00 85,806,758.0 |
| 766 | 15,025,400.00 | 85,806,758.0 | 15,025,400.00 85,806,758.0 |
| 767 | 15,025,400.00 | 85,806,758.0 | 15,025,400.00 85,806,758.0 |
| 768 | 15,025,400.00 | 85,806,758.0 | 15,025,400.00 85,806,758.0 |
| 769 | 15,025,400.00 | 85,806,758.0 | 15,025,400.00 85,806,758.0 |
| 770 | 15,025,400.00 | 85,806,758.0 | 15,025,400.00 85,806,758.0 |
| 771 | 15,025,400.00 | 85,806,758.0 | 15,025,400.00 85,806,758.0 |
| 772 | 15,025,400.00 | 85,806,758.0 | 15,025,400.00 85,806,758.0 |
| 773 | 15,025,400.00 | 85,806,758.0 | 15,025,400.00 85,806,758.0 |
| 774 | 15,025,400.00 | 85,806,758.0 | 15,025,400.00 85,806,758.0 |
| 775 | 15,025,400.00 | 85,806,758.0 | 15,025,400.00 85,806,758.0 |
| 776 | 15,025,400.00 | 85,806,758.0 | 15,025,400.00 85,806,758.0 |
| 777 | 15,025,400.00 | 85,806,758.0 | 15,025,400.00 85,806,758.0 |
| 778 | 15,025,400.00 | 85,806,758.0 | 15,025,400.00 85,806,758.0 |
| 779 | 15,025,400.00 | 85,806,758.0 | 15,025,400.00 85,806,758.0 |
| 780 | 15,025,400.00 | 85,806,758.0 | 15,025,400.00 85,806,758.0 |
| 781 | 15,025,400.00 | 85,806,758.0 | 15,025,400.00 85,806,758.0 |
| 782 | 15,025,400.00 | 85,806,758.0 | 15,025,400.00 85,806,758.0 |
| 783 | 15,025,400.00 | 85,806,758.0 | 15,025,400.00 85,806,758.0 |
| 784 | 15,025,400.00 | 85,806,758.0 | 15,025,400.00 85,806,758.0 |
| 785 | 15,025,400.00 | 85,806,758.0 | 15,025,400.00 85,806,758.0 |
| 786 | 15,025,400.00 | 85,806,758.0 | 15,025,400.00 85,806,758.0 |
| 787 | 15,025,400.00 | 85,806,758.0 | 15,025,400.00 85,806,758.0 |
| 788 | 15,025,400.00 | 85,806,758.0 | 15,025,400.00 85,806,758.0 |
| 789 | 15,025,400.00 | 85,806,758.0 | 15,025,400.00 85,806,758.0 |
| 790 | 15,025,400.00 | 85,806,758.0 | 15,025,400.00 85,806,758.0 |
| 791 | 15,025,400.00 | 85,806,758.0 | 15,025,400.00 85,806,758.0 |
| 792 | 15,025,400.00 | 85,806,758.0 | 15,025,400.00 85,806,758.0 |
| 793 | 15,025,400.00 | 85,806,758.0 | 15,025,400.00 85,806,758.0 |
| 794 | 15,025,400.00 | 85,806,758.0 | 15,025,400.00 85,806,758.0 |
| 795 | 15,025,400.00 | 85,806,758.0 | 15,025,400.00 85,806,758.0 |
| 796 | 15,025,400.00 | 85,806,758.0 | 15,025,400.00 85,806,758.0 |
| 797 | 15,025,400.00 | 85,806,758.0 | 15,025,400.00 85,806,758.0 |
| 798 | 15,025,400.00 | 85,806,758.0 | 15,025,400.00 85,806,758.0 |
| 799 | 15,025,400.00 | 85,806,758.0 | 15,025,400.00 85,806,758.0 |
| 800 | 15,025,400.00 | 85,806,758.0 | 15,025,400.00 85,806,758.0 |

STATE OF ILLINOIS)
 COUNTY OF MADISON) SS
 I, GREGORY S. MONCAY, AN ILLINOIS PROFESSIONAL LAND SURVEYOR
 STATE THAT I HAVE SURVEYED THE EASEMENT PLAT SHOWN HEREON AND THAT THIS
 PROFESSIONAL SURVEY CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS
 FOR A BOUNDARY SURVEY FOR THE PROPOSED FACILITY TO BE ACQUIRED BY THE STATE
 OF ILLINOIS, DEPARTMENT OF TRANSPORTATION, SUBDIVISION.



DATED: _____
 GREGORY S. MONCAY, P.L.S. NO. 11862022
 LICENSE EXPIRATION DATE: 11/8/2022

SHERILL ASSOCIATES, INC.
 210 North Main Street
 Professional Land Surveyors
 JEFFERSONVILLE, ILLINOIS 62202-4901
 Tel: 618-466-6611
 Fax: 618-466-6612

ILLINOIS DEPARTMENT OF TRANSPORTATION
 PLAT OF HIGHWAY
 FAP ROUTE 600 (IL 159)
 SECTION 188, 198R-4
 ST. CLAIR COUNTY
 JOB NO. R-98-026-21

SCALE: 1"=10'
 0 30' 60'

SHEET 3 OF

| PARCEL NO. | OWNER | TOTAL HOLDING ACRES | FEE SIMPLE ACQUISITION ACRES | REMAINDER ACRES | EASEMENTS | PERMANENT TAX NUMBER AFFECTED | ACQUIRED BY |
|------------|--|---------------------|------------------------------|-----------------|---|-------------------------------|----------------|
| 8180021 | CITY OF BELLEVILLE TITLE RECORD NO. 5078180 | 3.2865 | 0.0096 | 0.2769 | FE = PERMANENT TE = TEMPORARY RE = REMAINDER 30' FT TE=300 TE=0.0046 | 08-21-0223-005 | 08-21-0223-005 |

FAP ROUTE 600 (IL 159) SECTION 26, 45RS-3 ST. CLAIR COUNTY JOB NO. R-98-026-21 PART OF THE NE 1/4 OF SEC. 8, T. 2 N., R. 9 W., OF THE 3RD P.M., ST. CLAIR, ILLINOIS

COMPLETION DATE OF FIELD WORK PERFORMED: 11/8/2022
 LAND SURVEY: 11862022
 ROW STATIONING: _____

FILE NO. 600
 COUNTY ST. CLAIR
 SECTION 26, 45RS-3
 CONTRACT NO. 78452
 REG. ROAD DIST. NO. ILLINOIS
 REG. AD. PROJECT



Illinois Department of Transportation

Waiver Valuation

Route FAP 600 (IL 159)
Section 130, 131RS-5
County St. Clair

Project _____
Job No. R-98-008-21
Parcel 8108021 Unit _____

Original Supplemental No. _____

Based on the review of available data, an appraisal is unnecessary because the valuation is not complex and the anticipated value of the proposed acquisition is not expected to exceed \$10,000.00, and as directed under 49 CFR Part 24.2(a)(33) and 24.102(c)(2).

1. Owner's Name, Address and Telephone: City of Belleville
101 S. Illinois St., Belleville, IL 62220 Phone: 618-233-6518 x1207 (Mayor Patty Gregory)

2. Tenant's Name, Address and Telephone: _____

3. Identification of Property: 08-21.0-223-005
912 N Illinois St., Belleville

4. Inspection Date: June 10, 2022 4a. By: Vanessa Badgett

5. Present Use: Vacant 5a. Highest and Best Use: Commercial

6. Zoning: Commercial 6a. Farmland Preservation Act: _____

7. Area of Whole: 0.2565 (ac.) Permanent Easement: _____ (ac./s.f.)
Total ROW: 288 (s.f.) Temporary Easement: 200 (s.f.)
Net New ROW: 288 (s.f.) Area of Remainder: 0.2499 (ac.)
Existing ROW: _____ (ac./s.f.)

8. Sales Considered: A02550580, A02553409, A02552608

9. Fair Market Value of Property Taken (including improvements) as Part of the Whole \$300

10. List Improvements and Type of Land _____

11. Damage to the Remainder: _____ \$ _____

12. Description of Damages Considered or Non-Complex Cost to Cure: _____

13. Compensation for P.E.: _____ \$ _____

Remarks: _____

14. Compensation for T.E.: _____ \$300

Remarks: 4 year TE for construction and grading

15. **Total Compensation** \$600

Vanessa Badgett 06/10/22
Preparer's Signature Date

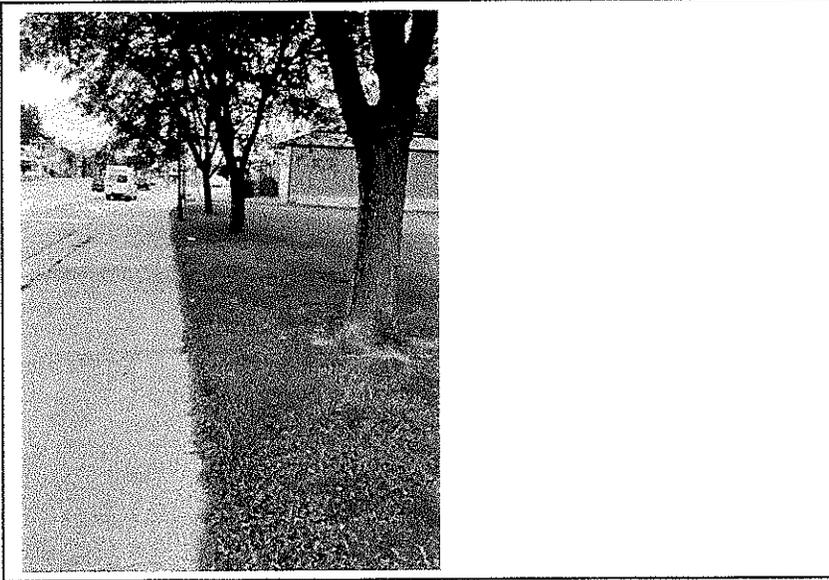
Kirk H. Brown 06/14/2022
Regional Engineer's Signature Date

062.057776
Engineer's License #

Photographs

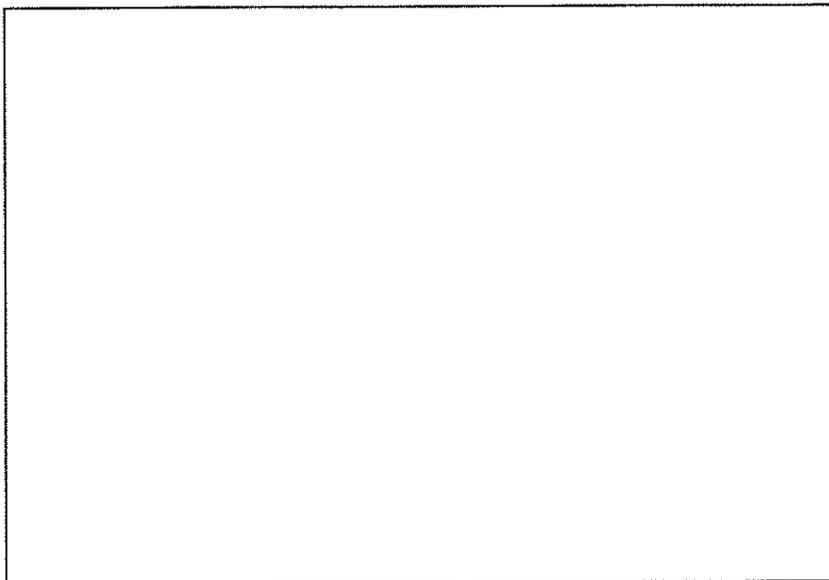
Subject Property

Photographs are required on all properties. Photographs of all principal above ground improvements or unusual features affecting the value of the property to be taken or damaged must also be included. Please use the format below for identifying the photographs.



| | |
|---------------------|-----------------|
| Date of Photograph: | June 10, 2022 |
| Photograph By: | Vanessa Badgett |
| Camera Facing: | N |

Description:



| | |
|---------------------|--|
| Date of Photograph: | |
| Photograph By: | |
| Camera Facing: | |

Description:

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION
BUREAU OF LAND ACQUISITION

WAIVER VALUATION (LA 33B TEMPLATE) INSTRUCTIONS

The waiver valuation template is used for uncomplicated takings where the total compensation is not expected to exceed \$10,000 and an in-depth analysis is not required to value the remainder property. The decision to perform a waiver valuation as opposed to an appraisal is not made merely on the basis of the anticipated total compensation for the parcel. Other factors, such as tenant-owned improvements, landlocking, proximity damages, familiarity of past acquisitions/condemnation trends in the project area, past acquisitions from the same property owners, must be given serious weight and consideration in the valuation format decision. Minor, non-complex damages should not exceed \$5,000, excluding non-complex cost to cure damages. In the event that a parcel involves the acquisition of tenant-owned improvements, an appraisal shall be prepared. Tenant-owned improvements are defined as buildings, structures or other improvements which would be considered to be real estate if owned by the owner of the real property on which they are located. An appraisal shall also be prepared when the acquisition creates a landlocked remainder or uneconomic remnant and proximity damages to a structure. A waiver valuation is being completed under the jurisdiction of the Uniform Act, as regulated by 49 CFR Part 24.2(a), (33) and 24.102(c)(2).

GENERAL REQUIREMENTS

- The Waiver Valuation format (LA 33B Template) must be used for this type of non-complex valuation process. Additional pages may be used at the discretion of the preparer.
- At least one photograph of the subject property, showing the part taken and any permanent and/or temporary easements, is required.
- Attach a right of way plat.

WAIVER VALUATION TEMPLATE

The top of the page will be filed in with the route designation such as FAI 57, FA 6, SBI 2, FAS 105, construction section number, federal project number (if any), job number, county and the parcel number(s). In the next line, indicate whether the waiver valuation is an original valuation or a supplemental valuation. If it is a supplemental valuation indicate the number (example 1, 2, 3, etc.).

- Line 1 Enter the names of the principal owners as shown on the right of way plat or in the title evidence when provided, and enter the address and telephone number of the owners, when available.
- Line 2 Enter the tenant's or lessee's name, address and telephone number, when available.
- Line 3 Identification of the property may be provided using the address of the subject property or the lot, block and subdivision of that portion of section, township and range.
- Line 4 Enter the dates the property was inspected by the person preparing the waiver valuation.
- Line 4a Enter the name of the person who inspected the property.
- Line 5 Enter the use of the property at the time of valuations, such as farm, residential, commercial or industrial.
- Line 5a Enter the highest and best use of the property.
- Line 6 Enter the existing zoning. If the property is not zoned, so state.

- Line 6a The Farmland Protection Act (FPA) requires the Illinois Department of Transportation to compile reports as to the number of acres of agriculture land converted to highway use. We are required to report conversions for all agriculture areas located outside a city or village corporate limits. When acquisitions are within the city or village limits or from non-agriculture properties, this line should be marked "not applicable." See Section 3.6.4 of the Land Acquisition Policies and Procedures Manual for further explanation of the FPA reporting requirements and a description of the agricultural land categories to be used. Fee and permanent easement acquisitions must be reported separately by classification of land converted. Breakdowns of acreage by classification must add up to the total (net) acres acquired. Previous dedications are not to be included in this reporting.
- Line 7 Areas should be entered as appropriate.
- Line 8 List sales data considered in preparing the waiver valuation. Reference sales in the project's sales data book or in specific project files.
- Line 9 Enter the value of the part taken arrived at by the waiver valuation preparer.
- Line 10 List all improvements and the types of land taken. **Do not** allocate values for the land or improvements.
- Line 11 Enter the amount of minor, non-complex damages to the remainder.
- Line 12 Enter a brief description of the non-complex cost to cure or other damages considered.
- Line 13 Enter the amount of compensation for permanent easement(s) and provide brief description of the permanent easement(s) in the "Remarks."
- Line 14 Enter the amount of compensation for temporary easement(s) and provide brief description of the temporary easement(s) in the "Remarks."
- Line 15 Enter the sum of the value of the part taken, any permanent and/or temporary easements and damages when indicated.

WTC File No: I8-2021SC-7810.0

Date: 04/08/2022

Prepared For:

Illinois Department of Transportation 8
1102 Eastport Plaza Drive
Collinsville, IL 62234

Effective Date of Commitment: November 10, 2021
Effective Date of Later Date: March 31, 2022

| | | | |
|---------|---------------|----------------|------------------|
| Job | R-98-008-21 | WTC# | I8-2021SC-7810.0 |
| FAP | 600 (IL-159) | Effective Date | March 31, 2022 |
| County | Saint Clair | Section | 21 |
| Section | 130, 131-RS-5 | Township | 1N |
| Parcel | | Range | 8W |

Tax Parcel Number(s):
08-21.0-223-005; 08-21.0-223-006

ISSUED BY:
Wheatland Title Company
105 W. Veterans Parkway
Yorkville, Illinois 60560

Agent for:
Fidelity National Title Insurance Company

Date: 04/08/2022

Job R-98-008-21
FAP 600 (IL-159)
County Saint Clair
Section 130, 131-RS-5
Parcel

A.L.T.A. COMMITMENT FORM
Schedule A

WTC Number: I8-2021SC-7810.0
Effective Date: March 31, 2022

1. Policy or Policies to be issued: 2006 ALTA Owner's
Proposed Amount of Insurance: \$1,000.00
Proposed Insured: The People of the State of Illinois
Department of Transportation

2. The estate or interest in the land described or referred to in this commitment is
a Fee Simple and title hereto is at the effective date hereof vested in:

City of Belleville

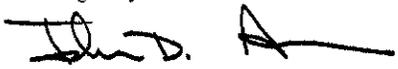
3. The land referred to in this commitment is described as follows:

See Attached Page 2 of Schedule A

ISSUED BY:
Wheatland Title Company
105 W. Veterans Parkway
Yorkville, Illinois 60560

Agent for:
Fidelity National Title Insurance Company

Authorized Signatory

By 
John D. Ammons

Date: 04/08/2022

Job R-98-008-21
FAP 600 (IL-159)
County Saint Clair
Section 130, 131-RS-5
Parcel

WTC Number: I8-2021SC-7810.0

A.L.T.A. COMMITMENT FORM
Schedule A Continued

LEGAL DESCRIPTION

PARCEL 1:

THE NORTH 40 FEET OF THAT PART OF LOT 33 OF "BRACKETT'S SUBDIVISION OF LOT NO. 1 NE PART SEC. 21, T 1 N, R 8 W"; REFERENCE IS BEING HAD TO THE PLAT THEREOF RECORDED IN THE RECORDER'S OFFICE OF ST. CLAIR COUNTY, ILLINOIS IN BOOK OF PLATS "A" ON PAGE 78, LYING EAST OF ILLINOIS STREET. TOGETHER WITH A RIGHT OF WAY OVER A 10 FOOT STRIP OF LAND LYING SOUTH OF AND ADJOINING THE ABOVE DESCRIBED PREMISES; EXCEPTING THEREFROM, A PART OF THE NORTH 40 FEET OF THAT PART OF LOT 33 OF "BRACKETT'S SUBDIVISION OF LOT NO. 1 NORTHEAST PART OF SECTION 21, TOWNSHIP 1 NORTH, RANGE 8 WEST OF THE THIRD PRINCIPAL MERIDIAN," REFERENCE BEING HAD TO THE PLAT THEREOF IN THE RECORDER'S OFFICE OF ST. CLAIR COUNTY, ILLINOIS, IN BOOK OF PLATS "A" ON PAGE 78, LYING EAST OF ILLINOIS STREET, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A STONE FOUND AT THE NORTHWEST CORNER OF LOT 28D, BEING A SUBDIVISION OF LOT 28 OF SAID BRACKETT'S SUBDIVISION, REFERENCE BEING HAD TO THE PLAT THEREOF RECORDED IN THE RECORDER'S OFFICE OF ST. CLAIR COUNTY, ILLINOIS IN BOOK OF DEEDS 203 ON PAGE 462; THENCE SOUTH 88 DEGREES 48 MINUTES 49 SECONDS EAST ALONG THE SOUTHERLY LINE OF "J" STREET, 30.427 METERS (99.83 FEET) TO THE EXISTING WESTERLY RIGHT OF WAY LINE OF FA ROUTE 600 (MARKED ILLINOIS ROUTE 159 A/K/A ILLINOIS STREET); THENCE CONTINUING SOUTH 88 DEGREES 48 MINUTES 49 SECONDS EAST ALONG THE EXTENSION OF THE SOUTHERLY LINE OF "J" STREET, 10.492 METERS

ISSUED BY:
Wheatland Title Company
105 W. Veterans Parkway
Yorkville, Illinois 60560

Agent for:
Fidelity National Title Insurance Company

Date: 04/08/2022

Job R-98-008-21
FAP 600 (IL-159)
County Saint Clair
Section 130, 131-RS-5
Parcel

(34.42 FEET) TO THE CENTERLINE OF FA ROUTE 600; THENCE SOUTH 00 DEGREES 05 MINUTES 34 SECONDS WEST, 134.349 METERS (440.77 FEET); THENCE SOUTH 89 DEGREES 53 MINUTES 45 SECONDS EAST, 9.486 METERS (31.12 FEET) TO THE NORTHWEST CORNER OF THE GRANTOR AND THE POINT OF BEGINNING.

FROM SAID POINT OF BEGINNING; THENCE SOUTH 88 DEGREES 48 MINUTES 46 SECONDS EAST, 1,293 METERS (4.24 FEET) ALONG THE NORTHERLY LINE OF THE GRANTOR; THENCE SOUTH 14 DEGREES 18 MINUTES 06 SECONDS WEST, 5,289 METERS (17.35 FEET) TO THE EXISTING EASTERLY RIGHT OF WAY LINE OF FA ROUTE 600; THENCE NORTH 00 DEGREES 09 MINUTES 09 SECONDS EAST, 5.152 METERS (16.90 FEET) ALONG SAID EXISTING RIGHT OF WAY LINE TO THE POINT OF BEGINNING.

SITUATED IN THE CITY OF BELLEVILLE, COUNTY OF ST CLAIR AND STATE OF ILLINOIS.

EXCEPT THAT PART COMMENCING AT A STONE FOUND AT THE NW CORNER OF LOT 28D (POINT OF BEGINNING); THENCE SOUTH 88 DEGREES 48 MINUTES 46 SECONDS EAST, 1.293 METERS (4.24 FEET) ALONG THE NORTHERLY LINE OF THE GRANTOR; THENCE SOUTH 14 DEGREES 18 MINUTES 06 SECONDS WEST, 5.289 METERS (17.35 FEET) TO THE EXISTING EASTERLY RIGHT OF WAY LINE OF FA ROUTE 600; THENCE NORTH 00 DEGREES 09 MINUTES 09 SECONDS EAST, 5.152 METERS (16.90 FEET) ALONG SAID EXISTING RIGHT OF WAY LINE TO THE POINT OF BEGINNING.

SITUATED IN THE COUNTY OF SAINT CLAIR AND STATE OF ILLINOIS.

PARCEL 2:

PART OF LOT 33 IN "BRACKETT'S SUBDIVISION OF LOT NO. 1, N.E. 1/4 SEC. T.1.N., R. 8. W."; REFERENCE BEING HAD TO THE PLAT THEREOF RECORDED IN THE RECORDER'S OFFICE OF ST. CLAIR COUNTY, ILLINOIS IN BOOK OF PLATS "A" ON APGE 78, LYING EAST OF ILLINOIS STREET, EXCEPTING THE NORTH 40 FEET THEREOF.

SITUATED IN THE COUNTY OF SAINT CLAIR AND STATE OF ILLINOIS.

ISSUED BY:
Wheatland Title Company
105 W. Veterans Parkway
Yorkville, Illinois 60560

Agent for:
Fidelity National Title Insurance Company

Date: 04/08/2022

Job R-98-008-21
FAP 600 (IL-159)
County Saint Clair
Section 130, 131-RS-5
Parcel

PERMANENT TAX NUMBER(S): 08-21.0-223-005; 08-21.0-223-006

ISSUED BY:
Wheatland Title Company
105 W. Veterans Parkway
Yorkville, Illinois 60560

Agent for:
Fidelity National Title Insurance Company

A.L.T.A. COMMITMENT FORM
- SCHEDULE B Section 1 -
Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

- SCHEDULE B Section 2 -
Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.

ISSUED BY:
Wheatland Title Company
105 W. Veterans Parkway
Yorkville, Illinois 60560

Agent for:
Fidelity National Title Insurance Company

A.L.T.A. COMMITMENT FORM
- SCHEDULE B -
- Exceptions -

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company:

GENERAL EXCEPTIONS:

1. Rights or claims of parties in possession not shown by the public records.
2. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
3. Easements, or claims of easements, not shown by the public records.
4. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Taxes or special assessments which are not shown as existing liens by the public records.
6. Loss or damage by reason of there being recorded in the public records, any deeds, mortgages, lis pendens, liens or other title encumbrances subsequent to the Commitment date and prior to the effective date of the final Policy.
7. All rights and easements in favor of the holder of any mineral estate and/or coal and/or oil and gas lease, and any party claiming by, through, or under said holder of the mineral estate or coal and/or oil and gas lease.

ISSUED BY:
Wheatland Title Company
105 W. Veterans Parkway
Yorkville, Illinois 60560

Agent for:
Fidelity National Title Insurance Company

SPECIAL EXCEPTIONS:

1. The lien of taxes for the year 2021 and thereafter.
Taxes for the property in question are EXEMPT.
PERMANENT TAX NUMBER: 08-21.0-223-005
Taxes for the property in question are EXEMPT.
PERMANENT TAX NUMBER: 08-21.0-223-006
2. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attached subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of the record the estate or interest thereon covered by this commitment.
3. Rights of parties in possession, encroachments, overlaps, overhangs, unrecorded easements, deficiency in quantity of ground, farm drainage systems, tile systems or irrigation systems which would be disclosed by an accurate survey and inspection of the premises.
4. Rights of the Public, the State and the Municipality in and to that part of the land, if any, taken or used for road purposes.
5. Confirmed Special Assessments, if any, not certified to by the Company.
6. Financing Statements, if any, not certified to by the Company.
7. For information purposes only, the taxes are assessed to the following:

For Parcel(s): 08-21.0-223-005; 08-21.0-223-006
City of Belleville
101 S. Illinois
Belleville, IL 62220
8. Conveyances within the past five years: None.
9. Contiguous property owned by record title holder: 2

PERMANENT TAX NUMBER: 08-21.0-223-007 & 008; 08-22.0-102-004

ISSUED BY:
Wheatland Title Company
105 W. Veterans Parkway
Yorkville, Illinois 60560

Agent for:
Fidelity National Title Insurance Company

NOTE: WE HAVE PROVIDED ONLY THOSE CONTIGUOUS PARCELS IN THE IMMEDIATE VICINITY OF THE SUBJECT PROPERTY. IF ADDITIONAL CONTIGUOUS PARCELS ARE REQUIRED PLEASE CONTACT OUR OFFICE AS THE SUBJECT PROPERTY IS OWNED BY A MUNICIPAL ENTITY.

THAT PART OF LOT NO. 34 IN THE "SUBDIVISION OF LOT 1, IN NORTHEAST PART OF SEC. 21, T. 1 N., R. 8 WEST OF THE 3RD P.M."; REFERENCE BEING HAD TO THE PLAT THEREOF RECORDED IN THE RECORDER'S OFFICE OF ST. CLAIR COUNTY, ILLINOIS IN BOOK OF PLATS "A" ON PAGE 78, LYING EAST OF ILLINOIS STREET. EXCEPT THE COAL AND OTHER MINERALS UNDERLYING THE SURFACE OF SAID LAND AND ALL RIGHTS AND EASEMENTS IN FAVOR OF THE ESTATE OF SAID COAL AND OTHER MINERALS.

ALSO, PART OF THE NORTHWEST 1/4 OF SEC. 22, IN T. 1 N., R. 8 WEST OF THE THIRD P.M., DESCRIBED AS FOLLOWS, TO-WIT: COMMENCING THE SURVEY THEREOF AT A POINT 102 FEET FROM THE SOUTHWEST CORNER OF LOT NO. 3 IN "BRAUN'S SUBDIVISION OF PART OF LOT NO. 5, SEC. 22, T. 1 N., R. 8 W."; REFERENCE BEING HAD TO THE PLAT THEREOF RECORDED IN THE RECORDER'S OFFICE OF ST. CLAIR COUNTY, ILLINOIS, BOOK OF PLATS "D" ON PAGE 163, RUNNING THENCE EAST 217 1/2 FEET TO THE EXTENDED WESTERLY LINE OF HIGH STREET, THENCE SOUTH 50 FEET; THENCE WEST 218 FEET, THENCE NORTH 50 FEET TO THE PLACE OF BEGINNING. EXCEPT THE COAL AND OTHER MINERALS UNDERLYING THE SURFACE OF SAID LAND AND ALL RIGHTS AND EASEMENTS IN FAVOR OF THE ESTATE OF SAID COAL AND OTHER MINERALS.

SITUATED IN THE COUNTY OF SAINT CLAIR AND STATE OF ILLINOIS.

PERMANENT TAX NUMBER: 08-21.0-223-009

THAT PART OF LOTS 35, 36 AND 37 IN "BRACKETT'S SUBDIVISION OF LOT NO. 1, N.E. 1/4 SEC. T. 1 N., R. 8 W."; REFERENCE BEING HAD TO THE PLAT THEREOF RECORDED IN THE RECORDER'S OFFICE OF ST. CLAIR COUNTY, ILLINOIS, IN BOOK OF PLATS "A" ON PAGE 78, LYING EAST OF ILLINOIS STREET;

SITUATED IN THE COUNTY OF SAINT CLAIR AND STATE OF ILLINOIS.

10. No Further Remediation Letter recorded March 8, 2019 as Document No. A02606038 made by the Illinois Environmental Protection Agency in the Saint Clair County Recorder's Office.

ISSUED BY:
Wheatland Title Company
105 W. Veterans Parkway
Yorkville, Illinois 60560

Agent for:
Fidelity National Title Insurance Company

11. Upon a conveyance or grant of easement affecting the subject property, we should be furnished with the proper documentation, including, if applicable, properly executed resolutions, authorizing the execution of the documents of transfer or easement grant.

- End Schedule B -

Please refer all inquiries to T.J. Hiles 630-892-2323 Ext. 249 or John Ammons 630-892-2323 Ext. 224.

ISSUED BY:
Wheatland Title Company
105 W. Veterans Parkway
Yorkville, Illinois 60560

Agent for:
Fidelity National Title Insurance Company

MINUTES OF CONDEMNATION

In order that we may guarantee title after completion of any proceedings for condemnation in exercise of the proposed insured's right of eminent domain, we note the following.

- I. Upon the filing of complaint a proper Lis Pendens Notice should be recorded in the appropriate Recorder's office.
- II. Our Policy, when issued, will be subject to direct attack upon any decrees and or judgments entered in the proceedings.
- III. The following persons are necessary parties to any such proceedings.
 - A. All parties acquiring rights in the premises subsequent to the date of the report and prior to a complete Lis Pendens.
 - B. Any person other than those herein named known to the Plaintiff or the Plaintiff's attorney to have or claim an interest in the premises.
 - C. If it is known that any of the necessary parties named herein are deceased, their heirs or devisees should be made parties by name, if known, and if unknown, then by the name and description of Unknown Heirs and Devisees of such deceased person or persons.
 - D. If it is not known or cannot be ascertained whether any of said necessary parties be living or dead, then such parties should be made parties by name, also such parties should be their heirs or devisees, should be made parties to the proceedings as UNKNOWN OWNERS.
 - E. All persons in possession of any part of the premises in question and all persons whose rights would be disclosed by an inspection of the premises.
 - F. All parties claiming by through or under lease agreements whether oral or written, for premises.
 - G. All parties claiming by or through or under installment contracts for deed or like agreements.
 - H. Unknown Owners and Non-Record claimants.

MINUTES OF CONDEMNATION CONTINUED

- IV. The following persons are noted of record and are necessary parties to any proceedings:
- A. The Plaintiff is:
- The People of the State of Illinois, Department of Transportation
- B. The Defendants are:
1. City of Bellville
- C. Any parties named above who have executed all necessary documents for the Grant of Easement and Right of Way after payment of agreed consideration theretofore need not be joined as party defendants for our policy to be issued.

END MINUTES OF CONDEMNATION

ST. CLAIR COUNTY TAX AGENT

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

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

July 27, 2022

City of Belleville
101 South Illinois St
Belleville, IL 62220

Transaction Number: 0722907
Parcel Number: 02-26.0-417-016

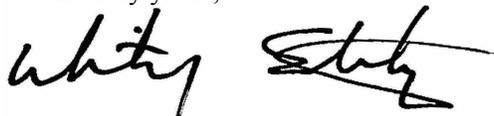
Dear City of Belleville,

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

Please return **the signed contract** along with a check in the amount of \$795.00 payable to the St. Clair County Trustee Payment Account to the address shown above. This amount is made up of \$750.00 for purchase plus \$45.00 for recording.

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

Sincerely yours,



Whitney Strohmeier



PURCHASE CONTRACT

SELLER: St. Clair County, As Trustee

PURCHASER: City of Belleville

SUBJECT PROPERTY: 02-26.0-417-016

TOTAL CONSIDERATION (Purchase Price + Recording Fee): \$795.00

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

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

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

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

PURCHASER hereby assumes all taxes and assessments upon the SUBJECT PREMISES beginning January 1 of the year 2023.

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

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

Dated this _____ day of _____, 2022.

SELLER:

PURCHASER:

By: _____

By: _____

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

PURCHASER ADDRESS:
City of Belleville
101 South Illinois St
Belleville, IL 62220



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

Meeting Date: July 6, 2022

To: Planning Commission

From: Clifford Cross, AICP
Director

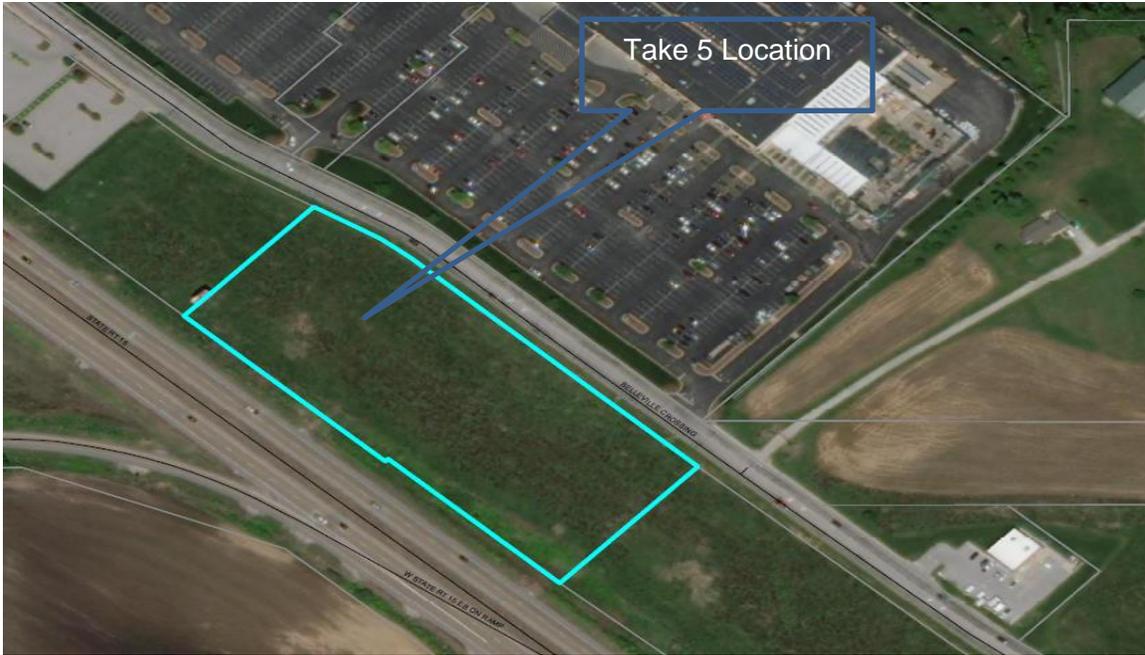
Subject: **Take 5 Car Wash Development:** Site Plan approval for the construction of an approximate 4,020 square foot Take 5 Car Wash, with 19 associated vacuum stalls and 5 on-site parking spaces on an approximate 60,224 square foot lot within a C-2 (Heavy Commercial) district. (Parcel – 08-19.0-102-009) Ward 8.

Actions Requested: The applicant Boing US Holdco.Inc. is requesting a recommendation by the Planning Commission to the City Council for the above-referenced submittal.

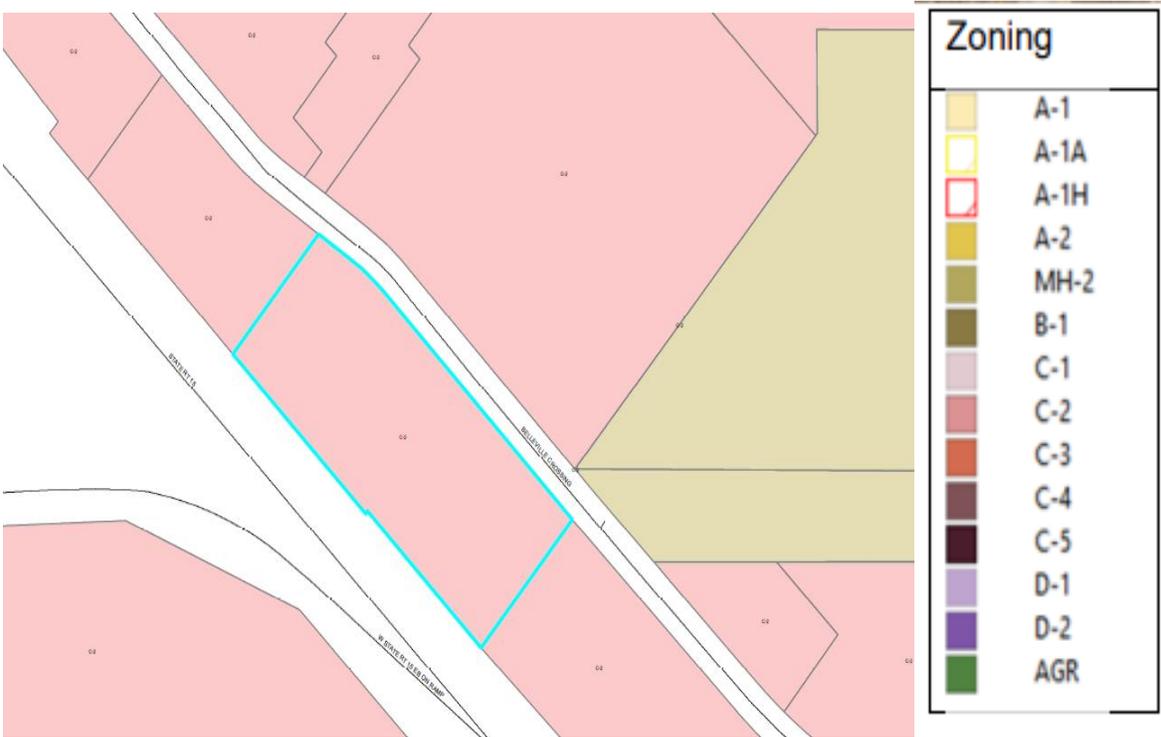
Property Description: The subject site, is approximately 1.38 acres and will be located at the property legally defined as “Belleville Crossing Plat 1, Part of Lot 6” and commonly addressed 5600 Belleville Crossing Street. The proposed subject site is located within the Belleville Crossing subdivision.

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 1.38 acres.



Proposed Vehicle Access:

Ingress and egress to the site are shown to be via multiple newly constructed curb cuts on Belleville Crossing Street. They ingress will be one way in and one way out.

Analysis:

Per the Applicants' submission, the approximate 4,020 square foot Take 5 Car Wash, with 19 associated vacuum stalls and 5 on-site parking spaces will be constructed on an approximate 60,224 square foot lot within a C-2 (Heavy Commercial) district.



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

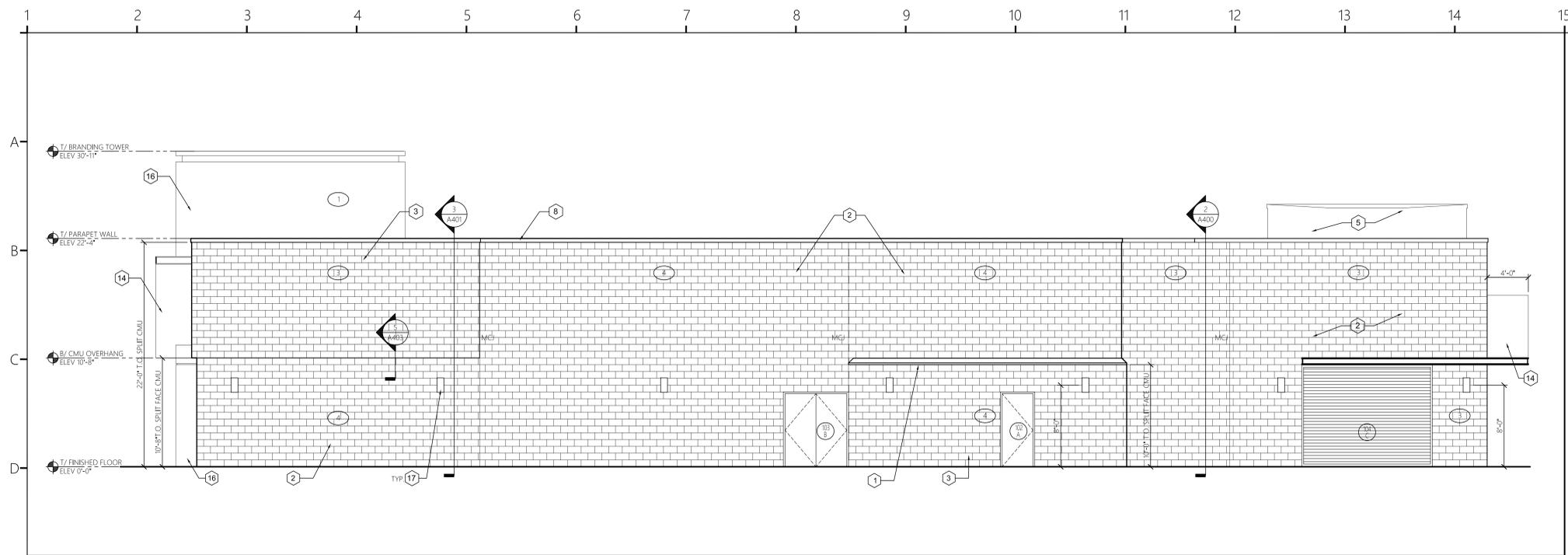
City Council

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, July 18, 2021.

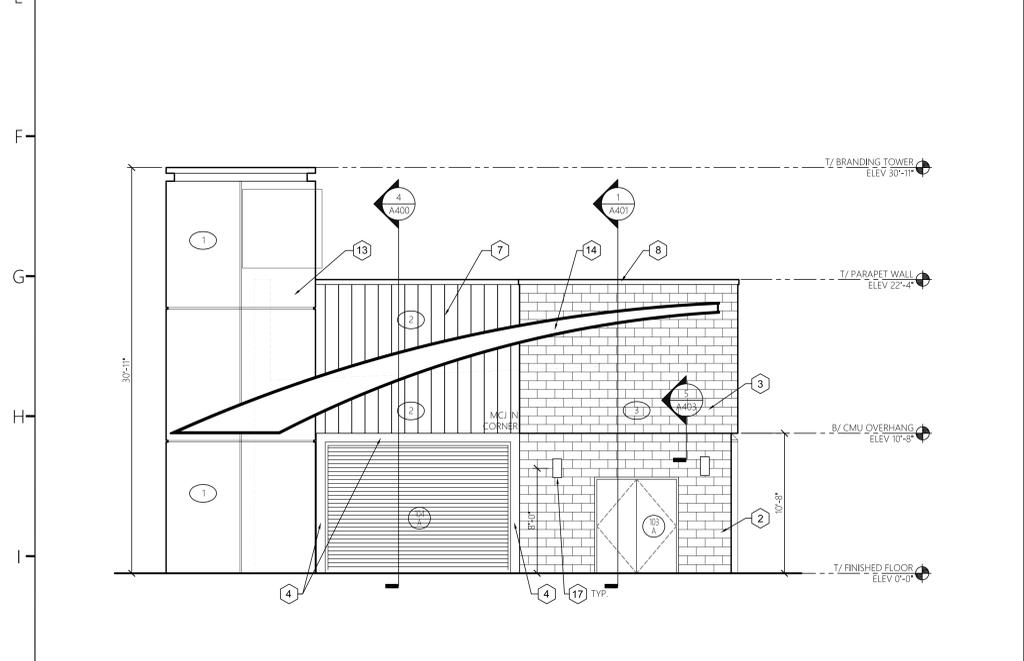
Attachment:

Application; Site Plan Materials



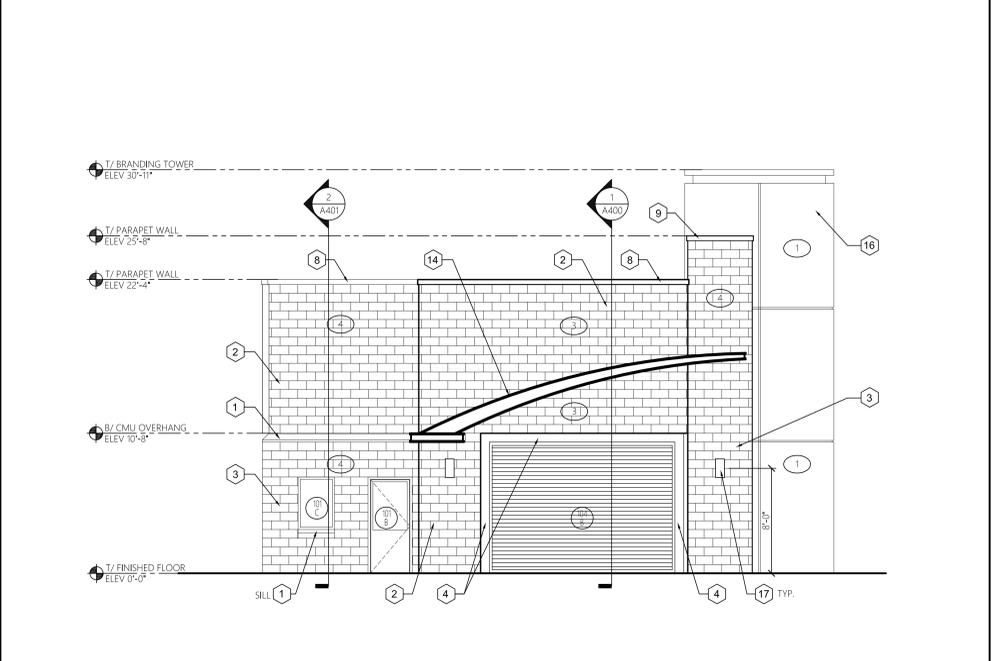
1 NORTH ELEVATION

3/16" = 1'-0"



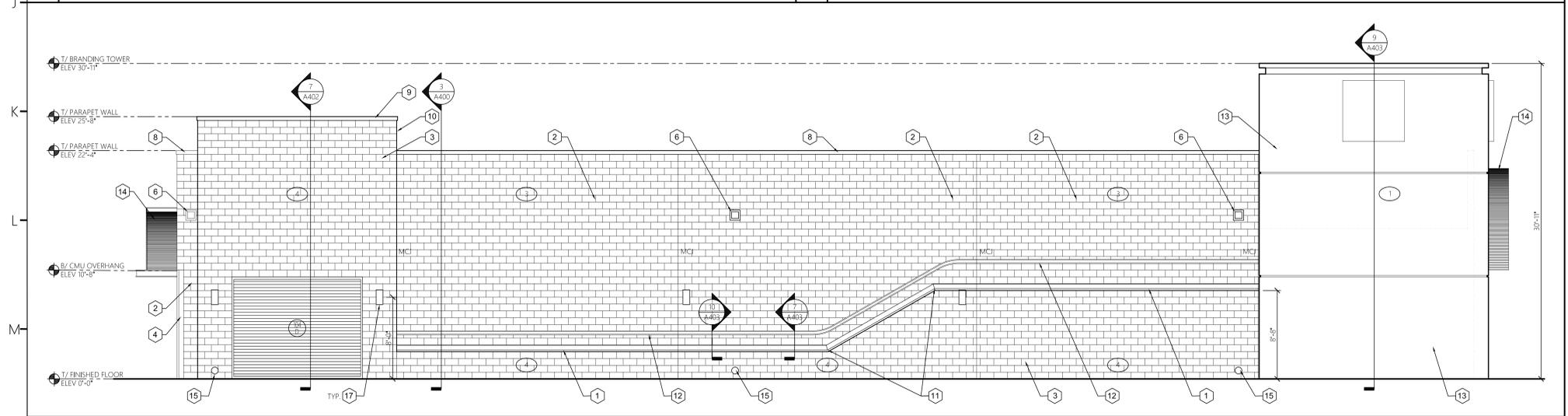
2 EAST

3/16" = 1'-0"



3 WEST

3/16" = 1'-0"



4 SOUTH ELEVATION

3/16" = 1'-0"

ELEVATION KEYNOTES

- 1 PRECAST CONC WATERTABLE
- 2 SMOOTH FACE CMU
- 3 SPLIT FACE CMU VENEER
- 4 STEEL TUBE FRAME AT OVERHEAD DOORS, PAINT TO MATCH SW 7020 BLACK FOX
- 5 TPO MEMBRANE ROOF SYSTEM, REFER TO ROOF PLAN A104
- 6 0.50 X 8"W X 8"H PARAPET OPENING WITH PRE-FINISHED ALUM METAL COLLAR (2"W X 1" PROJ) BRONZE ANODIZED FINISH
- 7 CENTRIA (OR EQUIVALENT) PRE-FINISHED ALUMINUM CONCEALED FASTENER SIDING COMPLETE W/ DRIP FLASHING AND CLOSURES
- 8 PREFORMED PRE-FINISHED ALUM. COPING WITH CONT. HOLD DOWN CLIPS ON BOTH SIDES OF THE PARAPET; FINISH: DARK BRONZE; REFER TO SPECIFICATIONS 07 54 00 FOR MORE INFORMATION
- 9 PREFORMED PRE-FINISHED ALUM. GRAVEL STOP WITH BAKED ENAMEL FINISH AND CONT. HOLD DOWN CLIPS ON FRONT SIDE OF PARAPET
- 10 EXPOSED SIDEWALL AT TOWER TO RECEIVE JAMES HARDIE FIBER CEMENT ARTISAN V GROOVE SIDING, 8.25" X 12" PRIMED. PAINT TO MATCH 4 X 8H X 16 SPLIT FACE CMU VENEER W/ DRYBLOC ADDITIVE, DARK GRAY COLOR SEALANT BETWEEN CMU AND SIDING
- 11 MITER CUT PRECAST CONC WATERTABLE TO FIT SLOPE
- 12 SIDEWALL GRAPHIC STRIP FURNISHED BY OWNER INSTALLED BY CONTR.
- 13 EIFS FINISH; REFER TO SHEET A403 FOR ADDITIONAL DETAILS
- 14 CANOPY BY SIGNAGE VENDOR
- 15 6" DIA PVC DOWNSPOUT, RELEASE MIN 6" ABOVE GRADE (VERIFY WITH CIVIL)
- 16 TOWER BEYOND
- 17 WALL SCONCE; REF. FIXTURE SCHEDULE

GENERAL NOTES

- A. CONTRACTOR TO COORDINATE WITH FIRE MARSHALL FOR REQUIREMENTS OF ADDRESS NUMBER.
- B. BUILDING SIGNAGE UNDER SEPARATE PERMIT. CONTRACTOR TO OBTAIN FINAL SIGNAGE DRAWINGS FOR CONFIRMATION OF ELECTRICAL ROUGH-IN PRIOR TO THE COMMENCEMENT OF WORK. SEE ELECTRICAL.
- C. REFER TO LOW VOLTAGE PLAN. COORDINATE FINAL LOCATIONS OF CAMERAS WITH THE OWNER PRIOR TO THE COMMENCEMENT OF WORK.
- G. UNLESS NOTED OTHERWISE, MASONRY CONTROL JOINTS SHALL BE LOCATED SUCH THAT NO STRAIGHT RUN OF MASONRY EXCEEDS 24'-0". REFER TO GENERAL STRUCTURAL NOTES ON S0.01.
- F. REFER TO DOOR AND WINDOW SCHEDULE ON A500 FOR DOOR AND FRAME FINISHES AND WINDOW GLASS TYPE AND FRAME FINISHES.

EXTERIOR FINISH SCHEDULE

| NO. | AREA | COLOR |
|-----|--------------|-------------------------------------|
| 1 | TOWER | BY MANUF. MATCH SW 6169 SEDATE GRAY |
| 2 | METAL PANELS | BY MANUF. 1760 LIMESTONE |
| 3 | ACCENT CMU | MATCH SW COLOR #6169, SEDATE GRAY |
| 4 | DARK CMU | MATCH SW COLOR # 7020, BLACK FOX |

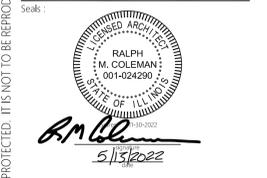
ARCHITECT OF RECORD:
RALPH M. COLEMAN
ILLINOIS REGISTERED
ARCHITECT
201 RIVERPLACE, SUITE 401
GREENVILLE, SC 29601
PHONE: 864.451.5288



COR3 Design, LLC
Commercial, Office, Retail, Restaurant, Real Estate Development
201 RiverPlace
Suite 401
Greenville, SC 29601
Phone: 864.451.5288
Fax: 864.990.3085
www.cor3design.com

Consultants:
STRUCTURAL
Lucas G. Young
1350 C. Cleveland Street
Greenville, SC 29607
864.235.3580
PLUMBING
Michael Dennis, P.E.
870 Cleveland St, STE 1D
Greenville, SC 29601
864.271.6535
MECHANICAL
Michael Dennis, P.E.
870 Cleveland St, STE 1D
Greenville, SC 29601
864.271.6535
ELECTRICAL
Hugh P. Burn, PE
912 S. Pine Street
Spartanburg, SC 29302
864.583.2795

Project Title:
TAKE 5 CAR WASH
BELLEVILLE, IL
BELLEVILLE CROSSING ST.
BELLEVILLE, IL 62226

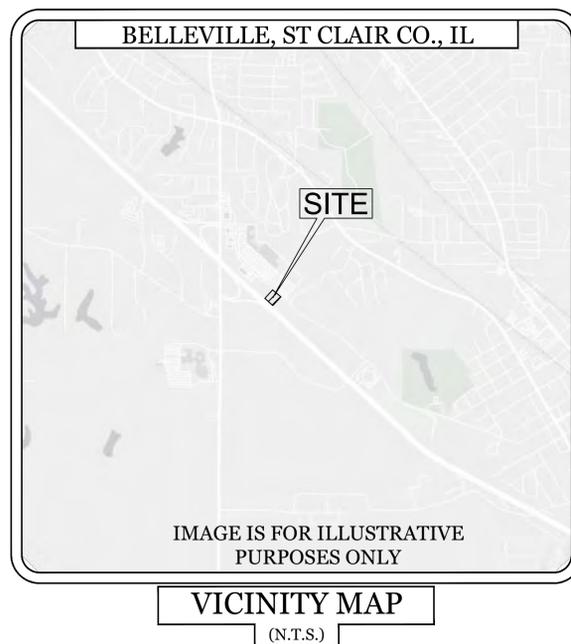


Revisions:
05.13.2022 Issue for Permit

Project Number:
22047
Phase:
CD
Date:
05.13.2022
Drawn By:
Checked By:
Sheet Number:
A200
Sheet Title:
ELEVATIONS

THIS DRAWING IS THE PROPERTY OF COR3 DESIGN, LLC AND IS COPY RIGHT PROTECTED. IT IS NOT TO BE REPRODUCED OR COPIED IN WHOLE OR IN PART. IT IS ONLY TO BE USED FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREIN AND IS NOT TO BE USED FOR ANY OTHER PROJECT. IT IS TO BE RETURNED UPON REQUEST.

DEVELOPMENT PLAN FOR TAKE 5 CAR WASH BELLEVILLE CROSSING ST. BELLEVILLE, IL 62226 MAY 25, 2022



SHEET

- COVER SHEET
- ALTA SURVEY
- C2 SITE LAYOUT
- C3 GRADING AND DRAINAGE
- C4 EROSION CONTROL
- C5 SANITARY SEWER & WATER
- C6 ELECTRIC, PHONE & GAS
- C7 DETAILS
- C8 DETAILS
- L1 LANDSCAPE PLAN

DEVELOPER/APPLICANT:

DRIVEN BRANDS
440 SOUTH CHURCH ST.
SUITE 700
CHARLOTTE, NC 28202
CONTACT: LAUREN MCNEIL
(281) 660-9583

ENGINEER:

P.O. BOX 1338
BOWLING GREEN, KY 42102
CONTACT: BRANDY ZACKERY
(270) 780-9445

ARCHITECT:

CORE3 DESIGN, LLC
201 RIVERPLACE SUITE 401
GREENVILLE, SC 29601
CONTACT: MICAH SMITH
(864) 451-5288

SURVEYOR:

THOUVENOT, WADE, &
MOERCHEN, INC.
4940 OLD COLLINSVILLE RD
SWANSEA, IL 62226-2025
CONTACT: JOSEPH W. MOERCHEN
(618) 624-4488

UTILITY COMPANIES/ GOVERNMENT OFFICIALS

FIRE DEPT.:
FIRE ADMINISTRATION OFFICE
1125 S. ILLINOIS
BELLEVILLE, IL 62220
CONTACT: J.P. PENET
TELEPHONE: (618) 234 - 2236

ECONOMIC DEVELOPMENT,
PLANNING & ZONING:
CITY OF BELLEVILLE
2300 W. MAIN ST.
BLDG M/ SUITE M112
BELLEVILLE, IL 62226
CONTACT: CLIFFORD CROSS
TELEPHONE: (618) 223 - 6518 X 1250

WATER:
ILLINOIS AMERICAN WATER
100 N WATER WORKS DR.
BELLEVILLE, IL 62223
CONTACT: AMY GOULD
TELEPHONE: (618) 239 - 3212

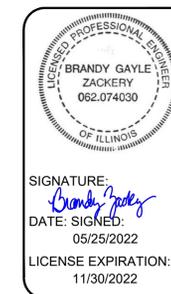
ELECTRICITY/ GAS:
AMEREN
TELEPHONE: (888) 659 - 4540

BUILDING DEPT.:
HEALTH, HOUSING, & BUILDING DEPT.
2300 W MAIN ST.
BUILDING M/ SUITE M113
BELLEVILLE, IL 62226
CONTACT: SCOTT TYLER
TELEPHONE: (618) 233-6817

TELEPHONE:
SPECTRUM
TELEPHONE: (877) 295-1048

STORMWATER:
CITY ENGINEERING
2300 W MAIN ST.
BUILDING M/ SUITE M116
BELLEVILLE, IL 62226
CONTACT: SAL ELKOT
TELEPHONE: (618) 233-6518

SEWER:
CITY OF BELLEVILLE SEWER
450 ENVIRONMENTAL DRIVE
BELLEVILLE, IL 62220
CONTACT: RANDY SMITH, SR
TELEPHONE: (618) 233-7146



**P.O. BOX 1338
BOWLING GREEN, KY 42102
(270) 780-9445**



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ST. LOUIS

TENNESSEE | NASHVILLE

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

SWANSEA OFFICE
4940 OLD COLLINSVILLE RD.
SWANSEA, ILLINOIS
62226-2025
TEL (618) 624-4488
WWW.TWM-INC.COM

| PROF. LICENSE | NUMBER |
|---------------------------|------------|
| IL PROF. DESIGN FIRM | 184-001220 |
| IL PROF. ENGR. CORP. | 62-035370 |
| IL PROF. STR. ENGR. CORP. | 81-005202 |
| IL PROF. LAND SURV. CORP. | 048-000029 |
| MO. PROF. ENGR. CORP. | 001528 |
| MO. LAND SURVEYING CORP. | 000346 |
| TN. PROF. ENGR. FIRM | 8974 |

SEAL



SIGNATURE: *Joseph W. Moerchen*
DATE SIGNED: 4/15/2022
LICENSE EXPIRATION: 1/30/2022

ISSUED FOR
DATE OF ISSUANCE

| REV. | DATE | DESCRIPTION |
|------|------|-------------|
| △ | | |
| △ | | |
| △ | | |
| △ | | |

DRAWN BY: RPM
DESIGNED BY: JPB
CHECKED BY: JWM
APPROVED BY: JWM
PROJECT NO: 220342

PROJECT:
PART OF LOT 6 OF BELLEVILLE
CROSSING PLAT ONE,
DOC A02029541
N 1/2 OF SEC. 19,
T. 1 N., R. 8 W. OF THE 3RD P.M.
ST CLAIR COUNTY, ILLINOIS

TITLE:
ALTA/NSPS LAND TITLE SURVEY

ALTA/NSPS LAND TITLE SURVEY
PART OF LOT 6 IN BELLEVILLE CROSSING PLAT ONE IN THE NORTH HALF OF SECTION 19
TOWNSHIP 1 NORTH, RANGE 8 WEST, OF THE THIRD PRINCIPAL MERIDIAN
CITY OF BELLEVILLE, ST. CLAIR COUNTY ILLINOIS.

LEGAL DESCRIPTION FROM TITLE COMMITMENT

A TRACT OF LAND BEING PART OF LOT 6 OF 'BELLEVILLE CROSSING PLAT ONE' RECORDED AS DOCUMENT #A02029541 OF THE RECORDER'S OFFICE OF ST. CLAIR COUNTY, ILLINOIS IN LOT 4 OF A PLAT RECORDED IN THE BOOK OF PLATS "C" PAGE 397 OF THE RECORDER'S OFFICE OF ST. CLAIR COUNTY, ILLINOIS, IN THE NORTH HALF OF SECTION 19, TOWNSHIP, 1 NORTH, RANGE 8 WEST OF THE THIRD PRINCIPAL MERIDIAN, ST. CLAIR COUNTY, ILLINOIS AND BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT A POINT ON THE NORTHEAST RIGHT OF WAY LINE OF ILLINOIS ROUTE 15, BEING THE MOST SOUTHERN CORNER OF SAID LOT 6 OF 'BELLEVILLE CROSSING PLAT ONE'; THENCE NORTHWESTWARDLY ALONG SAID NORTHEAST RIGHT OF WAY LINE OF ILLINOIS ROUTE 15 THE FOLLOWING COURSES AND DISTANCES: NORTH 47 DEGREES 40 MINUTES 14 SECONDS WEST 309.35 FEET, SOUTH 42 DEGREES 19 MINUTES 46 SECONDS WEST 5.00 FEET, NORTH 47 DEGREES 40 MINUTES 14 SECONDS WEST 138.33 FEET TO THE ACTUAL POINT OF BEGINNING; THENCE NORTH 47 DEGREES 40 MINUTES 14 SECONDS WEST 223.55 FEET TO A POINT; THENCE NORTH 42 DEGREES 24 MINUTES 27 SECONDS EAST 252.05 FEET TO THE SOUTHWEST LINE OF BELLEVILLE CROSSING STREET; THENCE ALONG SAID SOUTHWEST LINE OF BELLEVILLE CROSSING STREET THE FOLLOWING COURSES AND DISTANCES: SOUTH 59 DEGREES 00 MINUTES 51 SECONDS EAST 77.48 FEET, ALONG A CURVE TO THE RIGHT WHOSE RADIUS POINT BEARS SOUTH 30 DEGREES 59 MINUTES 09 SECONDS WEST 390 FEET FROM THE LAST MENTIONED POINT, A DISTANCE OF 77.75 FEET AND SOUTH 47 DEGREES 35 MINUTES 33 SECONDS EAST 70.37 FEET TO A POINT; THENCE SOUTH 42 DEGREES 24 MINUTES 27 SECONDS WEST 274.82 FEET TO THE ACTUAL POINT OF BEGINNING.

EXCEPT ANY INTEREST IN THE COAL, OIL, GAS AND OTHER MINERALS UNDERLYING THE LAND WHICH HAVE BEEN HERETOFORE CONVEYED OR RESERVED IN PRIOR CONVEYANCES, AND ALL RIGHTS AND EASEMENTS IN FAVOR OF THE ESTATE OF SAID COAL, OIL, GAS AND OTHER MINERALS, IF ANY.

SITUATED IN ST. CLAIR COUNTY, ILLINOIS

*THE ABOVE LEGAL DESCRIPTION PROVIDED BY THE TITLE COMPANY IS A PART OF THE PARCEL DESCRIBED IN A02193671.

**LOT SHOWN ON THIS SURVEY WILL BE RECORDED AS LOT H IN A MINOR SUBDIVISION OF PART OF LOT 6 OF BELLEVILLE CROSSINGS PLAT 1, RECORDED IN DOCUMENT A02029541.

TABLE A ITEM 1.) MONUMENTS, OR REFERENCE MONUMENTS WILL BE PLACED AT ALL MAJOR CORNERS OF THE BOUNDARY OF THE SURVEYED PROPERTY UPON COMPLETION OF CONSTRUCTION.

TABLE A ITEM 2.) ADDRESS FOR SUBJECT TRACT: BELLEVILLE CROSSING ST, ADDRESS TO BE ESTABLISHED WITH THE FINAL PLAT

TABLE A ITEM 3.) SUBJECT PARCEL IS LOCATED WITHIN ZONE "X", AN AREA DETERMINED TO BE OUTSIDE 500-YEAR FLOODPLAIN, ACCORDING TO FLOOD INSURANCE RATE MAP 17163C0195D WITH AN EFFECTIVE DATE OF NOVEMBER 5, 2003.

TABLE A ITEM 4.) GROSS LAND AREA: 1.38 ACRES±.

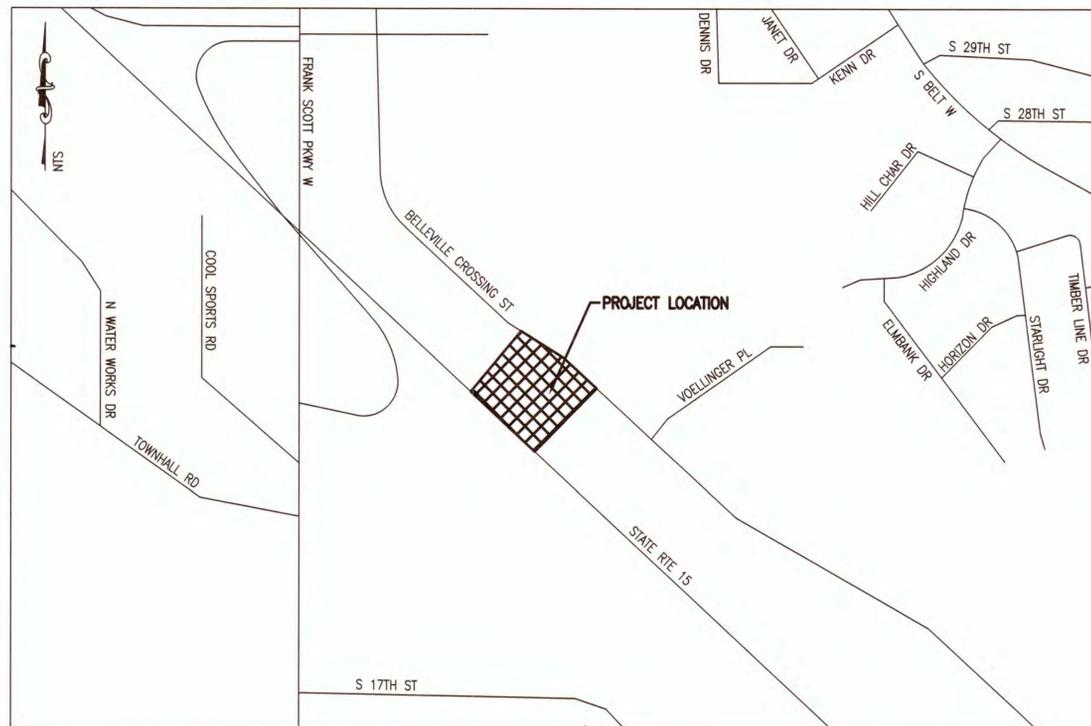
TABLE A ITEM 5.) CONTOURS OF THE EXISTING SITE SHOWN ON PLAT.

TABLE A ITEM 7A.) NO BUILDINGS OBSERVED AT TIME OF SURVEY AND THEREFORE NOT SHOWN ON PLAT OF SURVEY.

TABLE A ITEM 8.) SUBSTANTIAL FEATURES OBSERVED IN THE PROCESS OF CONDUCTING THE SURVEY SUCH AS PARKING LOTS, BILLBOARDS, SIGNS, SWIMMING POOLS, LOTS AND STRUCTURES ARE AS SHOWN ON THE PLAT OF SURVEY.

TABLE A ITEM 9.) NO STRIPING, NUMBER AND TYPE OF PARKING SPACES WERE OBSERVED IN THE PROCESS OF CONDUCTING THE SURVEY AND THEREFORE NOT SHOWN ON PLAT OF SURVEY.

TABLE A ITEM 13.) NAMES OF ADJOINING OWNERS ARE SHOWN ON PLAT OF SURVEY.



LOCATION MAP
NOT TO SCALE

GENERAL NOTES:

1.) THIS SURVEY IS ONLY VALID TO THOSE WHO IT IS ORIGINALLY CERTIFIED TO. IT IS NOT TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR SUBSEQUENT OWNERS. WITHOUT WRITTEN AUTHORIZATION FROM THOUVENOT, WADE AND MOERCHEN INC.

2.) BUILDINGS, VISIBLE UTILITIES AND IMPROVEMENTS ON THE SITE AND WITHIN FIVE FEET OF THE BOUNDARY LINES ARE SHOWN.

3.) ALL BUILDINGS, SURFACE AND SUBSURFACE IMPROVEMENTS ADJACENT TO THE SITE ARE NOT NECESSARILY SHOWN.

4.) BASIS OF BEARINGS AND COORDINATES: ALL DISTANCES AND COORDINATES SHOWN HEREON ARE GROUND (GRID SCALED) VALUES, AND REFERENCED TO ILLINOIS STATE PLANE COORDINATE SYSTEM, WEST ZONE.

LINEAR UNIT: US SURVEY FEET (SFT)
GEODETIC DATUM: NAD 83 (2011)
VERTICAL DATUM: NAVD 88 (GEOID 18)
PROJECT LOCATION:
LATITUDE: 38°31'26.15596"N NORTING: 676285.936 SFT
LONGITUDE: 90°01'52.01524"W EASTING: 2335362.490 SFT
HEIGHT: 445.71 SFT ELEV.: 546.19 SFT
CM SCALE FACTOR: 1.0000783802

5.) LOT SHOWN ON THIS SURVEY WILL BE RECORDED AS LOT H IN A MINOR SUBDIVISION OF PART OF LOT 6 OF BELLEVILLE CROSSINGS PLAT 1, RECORDED IN DOCUMENT A02029541.

6.) NO OBSERVED CURB CUT INTO SITE AT TIME OF SURVEY.

TO:
BOING US HOLDCO, INC., A DELAWARE CORPORATION
TDG BELLEVILLE CROSSING, L.L.C., A MISSOURI LIMITED LIABILITY COMPANY
CHICAGO TITLE INSURANCE COMPANY

SURVEY BASED ON CHICAGO TITLE INSURANCE COMPANY
COMMITMENT NO. CCH12201555NT
EFFECTIVE DATE: MARCH 21, 2022

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND CONTAINS ITEMS 1, 2, 3, 4, 5, 7a, 8, 9, AND 13 OF TABLE A THEREOF. THE FIELD WORK, FOR THE PROPOSED TRACT, WAS COMPLETED ON MARCH 16, 2022.

DATE OF PLAT OR MAP: APRIL 13, 2022.

(SURVEYOR'S SIGNATURE)
JOSEPH W. MOERCHEN
LICENSE NO.: 035-003639
EXPIRATION DATE: 11-30-2022

DATE: 4/15/2022

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

SCHEDULE B, PART II
SURVEY BASED ON CHICAGO TITLE INSURANCE COMPANY
COMMITMENT NO. CCH12201555NT
EFFECTIVE DATE: MARCH 21, 2022

- DEED FOR RIGHT OF WAY FOR PUBLIC ROAD PURPOSES RECORDED SEPTEMBER 25, 1963, IN BOOK 1862, PAGE 12, AS DOC. NO. A162853. (DOES NOT AFFECT SUBJECT PROPERTY)
- EASEMENT EXECUTED BY AURELIA L. HEET TO ILLINOIS POWER COMPANY DATED JANUARY 20, 1984 AND RECORDED JULY 18, 1984 IN BOOK 2579 PAGE 10 AS DOCUMENT A779469. (DOES NOT AFFECT SUBJECT PROPERTY, VACATED PER SUBDIVISION PLAT)
- EASEMENT EXECUTED BY AURELIA L. HEET TO ILLINOIS POWER COMPANY DATED JANUARY 20, 1984 AND RECORDED JULY 18, 1984 IN BOOK 2579 PAGE 12 AS DOCUMENT A779470. (DOES NOT AFFECT SUBJECT PROPERTY, VACATED PER SUBDIVISION PLAT)
- EASEMENT EXECUTED BY AURELIA L. HEET TO ILLINOIS POWER COMPANY DATED DECEMBER 21, 1982 AND RECORDED MARCH 21, 1982 AS DOCUMENT NO. A728970 IN BOOK 2540 PAGE 593. (DOES NOT AFFECT SUBJECT PROPERTY, VACATED PER SUBDIVISION PLAT)
- EASEMENT EXECUTED BY AURELIA L. HEET TO ILLINOIS POWER COMPANY DATED DECEMBER 21, 1982 AND RECORDED MARCH 21, 1983 IN BOOK 2540 PAGE 595 AS DOCUMENT A728971. (DOES NOT AFFECT SUBJECT PROPERTY)
- BUILDING LINES AS SET BY SUPERVISORS RESOLUTION ADOPTED JUNE 6, 1966 AND RECORDED JUNE 7, 1966 IN BOOK 2017 ON PAGE 13 AS DOCUMENT NO. A237034. (DOES NOT AFFECT SUBJECT PROPERTY, PROPERTY LOCATED WITHIN THE CITY OF BELLEVILLE LIMITS)
- DEED OF EASEMENTS AND RIGHT-OF-WAY BY AND BETWEEN EDWARD J. HEET, AURELIA L. HEET TO ILLINOIS- AMERICAN WATER COMPANY, A CORPORATION, DATED MARCH 11, 1989 AND RECORDED APRIL 26, 1989 IN BOOK 2743 PAGE 1683 AS DOCUMENT NO. A978667.(DOES NOT AFFECT SUBJECT PROPERTY)
- EASEMENT OVER LAND DESCRIBED HEREIN AND OTHER LAND IN FAVOR OF ILLINOIS POWER COMPANY, AN ILLINOIS CORPORATION, FOR AN ELECTRIC TRANSMISSION, DISTRIBUTION AND COMMUNICATION LINES OR SYSTEMS, AS CREATED BY EASEMENT MADE BY EDWARD M. VOELLINGER AND ROSE E. VOELLINGER, DATED MARCH 13, 1967 AND RECORDED JUNE 12, 1967 AS DOCUMENT A261354 IN BOOK 2067 ON PAGE 499. (AFFECTS SUBJECT PROPERTY, SHOWN ON PLAT)
- EASEMENT OVER LAND DESCRIBED HEREIN IN FAVOR OF ILLINOIS- AMERICAN WATER COMPANY, FOR WATER PIPE LINES, AS CREATED BY DEED OF EASEMENTS AND RIGHT OF WAY MADE BY EDWARD J. HEET, AURELIA L. HEET, DATED MARCH 11, 1989 AND RECORDED MAY 18, 1989 AS DOCUMENT A979490 IN BOOK 2745 ON PAGE 2313. (DOES NOT AFFECT SUBJECT PROPERTY)
- EASEMENT OVER LAND DESCRIBED HEREIN AND OTHER LAND IN FAVOR OF ILLINOIS POWER COMPANY, AN ILLINOIS CORPORATION FOR AN ELECTRIC TRANSMISSION, DISTRIBUTION AND COMMUNICATION LINES OR SYSTEMS, AS CREATED BY EASEMENT MADE BY EDWARD M. VOELLINGER AND ROSE E. VOELLINGER, DATED JANUARY 21, 1964 AND RECORDED APRIL 20, 1964 AS DOCUMENT A177977 IN BOOK 1893 ON PAGE 190. (DOES NOT AFFECT SUBJECT PROPERTY, VACATED PER SUBDIVISION PLAT)
- EASEMENT IN FAVOR OF ILLINOIS POWER COMPANY RECORDED APRIL 20, 1964, IN BOOK 1893, PAGE 192, AS DOC. NO. A177978. (DOES NOT AFFECT SUBJECT PROPERTY, VACATED PER SUBDIVISION PLAT)
- ACCESS EASEMENT AGREEMENT BY AND BETWEEN TDG BELLEVILLE CROSSING, L.L.C. AND EDWARD J. HEET AND BARBARA T. HEET, HUSBAND AND WIFE, RECORDED SEPTEMBER 15, 2006, AS DOC. NO. A02001737. (DOES NOT AFFECT SUBJECT PROPERTY)
- ACCESS EASEMENT AGREEMENT BY AND BETWEEN TDG BELLEVILLE CROSSING, L.L.C. AND ROSE ANN HEET- STOEBER AND RONALD M. STOEBER RECORDED SEPTEMBER 15, 2006, AS DOC. NO. A02001740. (DOES NOT AFFECT SUBJECT PROPERTY)
- ACCESS EASEMENT AGREEMENT BY AND BETWEEN TDG BELLEVILLE CROSSING, L.L.C. AND ROSE ANN HEET-STOEBER AND RONALD M. STOEBER RECORDED SEPTEMBER 15, 2006, AS DOC. NO. A02001745. (DOES NOT AFFECT SUBJECT PROPERTY)
- EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS SET FORTH IN A DOCUMENT: (DOES NOT AFFECT SUBJECT PROPERTY)
IN FAVOR OF: ILLINOIS-AMERICAN WATER COMPANY
PURPOSE: WATER LINES
RECORDING DATE: DECEMBER 6, 2006
RECORDING NO: A02015497
- BUILDING SET BACK LINES AND ALL MATTERS SHOWN ON THE PLAT OF BELLEVILLE CROSSING PLAT ONE RECORDED AS DOCUMENT NO. A02029541. (FOR FURTHER PARTICULARS, SEE RECORD.) (EASEMENTS THAT AFFECT SUBJECT PROPERTY ARE SHOWN ON PLAT, NO BUILDING SETBACK INFORMATION PROVIDED ON SUBDIVISION PLAT)
- TO THOSE BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, SOURCE OF INCOME, GENDER, GENDER IDENTITY, GENDER EXPRESSION, MEDICAL CONDITION OR GENETIC INFORMATION, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS SET FORTH IN THE DOCUMENT
RECORDING DATE: NOVEMBER 7, 2007
RECORDING NO: A02075931
(AFFECTS SUBJECT PROPERTY, NOT A SURVEY MATTER)
- EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS SET FORTH IN A DOCUMENT:
IN FAVOR OF: THE CITY OF BELLEVILLE
PURPOSE: UTILITY SYSTEMS
RECORDING DATE: APRIL 26, 2021
RECORDING NO: A0269714231.
(DOES NOT AFFECT SUBJECT PROPERTY)
- ALL RIGHTS AND EASEMENTS IN FAVOR OF THE HOLDER OF ANY INTEREST IN THE MINERAL ESTATE EXCEPTED FROM THE LEGAL DESCRIPTION IN SCHEDULE A HEREOF, OR OF ANY PARTY CLAIMING BY, THROUGH, OR UNDER SAID HOLDER, IF ANY.
NOTE: NO EXAMINATION HAS BEEN MADE OF THE TITLE TO MINERALS EXCEPTED IN THE LEGAL DESCRIPTION.
(AFFECTS SUBJECT PROPERTY, NOT A SURVEY MATTER)
- RIGHTS OF THE PUBLIC, THE STATE OF ILLINOIS AND THE MUNICIPALITY IN AND TO THAT PART OF THE LAND, IF ANY, TAKEN OR USED FOR ROAD PURPOSES, TOGETHER WITH UTILITY RIGHTS THEREIN (AFFECTS SUBJECT PROPERTY, NOT A SURVEY MATTER)
RIGHTS OF WAY FOR DRAINAGE TILES, DITCHES, FEEDERS, LATERALS AND UNDERGROUND PIPES, IF ANY. (AFFECTS SUBJECT PROPERTY, NOT A SURVEY MATTER)
- NOTE FOR INFORMATION: ATTENTION IS DIRECTED TO ORDINANCES AND REGULATIONS REGARDING CONNECTIONS, CHARGES AND LIENS FOR THE USE OF ANY PUBLIC SEWERAGE, WATER OR OTHER UTILITY SYSTEMS SERVING THE LAND REFERRED TO HEREIN. WE CALL YOUR ATTENTION TO THE FACT THAT ALL SEWER AND UTILITY BILLS SHOULD BE OBTAINED FROM THE OFFICES SUPPLYING THE SERVICE. WE INDICATE ONLY RECORDED LIENS. (AFFECTS SUBJECT PROPERTY, NOT A SURVEY MATTER)
- NOTE FOR INFORMATION: THE RECORDING OF ANY DEED HEREUNDER IS CONTINGENT UPON APPROVAL BY DEPARTMENT OF MAPPING AND PLATING OF ST. CLAIR COUNTY AS TO COMPLIANCE WITH THE PLAT ACT, CHAPTER 109 ILLINOIS REVISED STATUTES, AND COUNTY BOARD RESOLUTION NO. 62, AS AMENDED. (AFFECTS SUBJECT PROPERTY, NOT A SURVEY MATTER)
- NOTE FOR INFORMATION (ENDORSEMENT REQUESTS):
ALL ENDORSEMENT REQUESTS SHOULD BE MADE PRIOR TO CLOSING TO ALLOW AMPLE TIME FOR THE COMPANY TO EXAMINE REQUIRED DOCUMENTATION. (AFFECTS SUBJECT PROPERTY, NOT A SURVEY MATTER)



CONSULTING ENGINEERING
GEOSPATIAL SERVICES

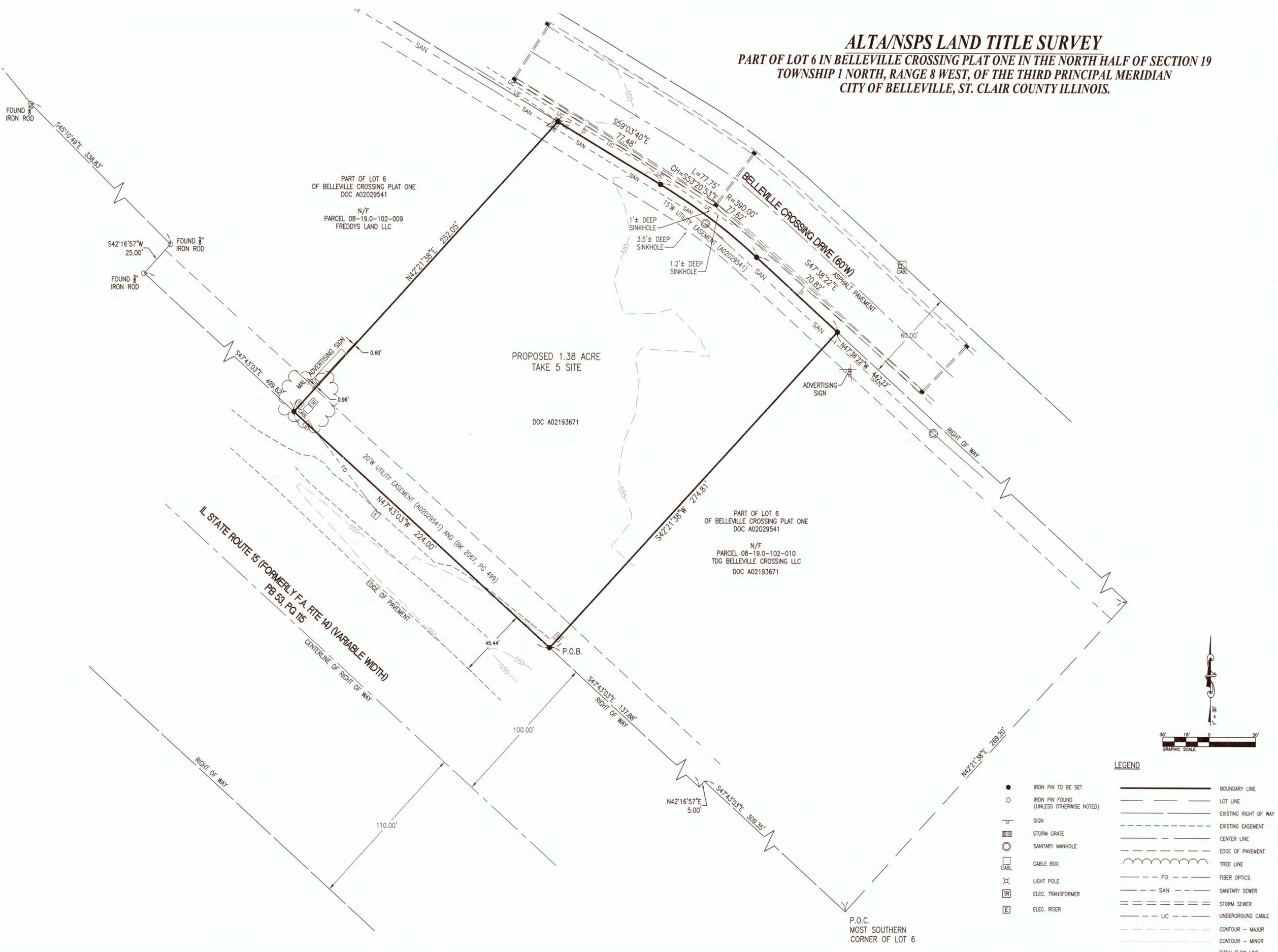
ILLINOIS | SWANSEA
WATERLOO
EDWARDSVILLE
PEORIA

MISSOURI | ST. CHARLES
ST. LOUIS

TENNESSEE | NASHVILLE

ALTA/NSPS LAND TITLE SURVEY

PART OF LOT 6 IN BELLEVILLE CROSSING PLAT ONE IN THE NORTH HALF OF SECTION 19
TOWNSHIP 1 NORTH, RANGE 8 WEST, OF THE THIRD PRINCIPAL MERIDIAN
CITY OF BELLEVILLE, ST. CLAIR COUNTY ILLINOIS.



THOUVENOT, WADE & MOERCHEN, INC.

SWANSEA OFFICE
4940 OLD COLLINSVILLE RD.
SWANSEA, ILLINOIS
62226-2025
TEL (618) 624-4488
WWW.TWM-INC.COM

| PROF. LICENSE | NUMBER |
|----------------------------|------------|
| IL. PROF. DESIGN FIRM | 184-001220 |
| IL. PROF. ENGR. CORP. | 62-035370 |
| IL. PROF. STR. ENGR. CORP. | 81-005202 |
| IL. PROF. LAND SURV. CORP. | 048-000029 |
| MO. PROF. ENGR. CORP. | 001528 |
| MO. LAND SURVEYING CORP. | 000346 |
| TN. PROF. ENGR. FIRM | 8974 |



SIGNATURE: *Joseph W. Moerchen*
DATE SIGNED: 4/15/2022
LICENSE EXPIRATION: 11/30/2022

ISSUED FOR
DATE OF ISSUANCE

| REV. | DATE | DESCRIPTION |
|------|------|-------------|
| △ | | |
| △ | | |
| △ | | |
| △ | | |

DRAWN BY: AMJ
DESIGNED BY: JPB
CHECKED BY: JJH
APPROVED BY: JWM
PROJECT NO: 220342

PROJECT:
PART OF LOT 6 OF BELLEVILLE
CROSSING PLAT ONE,
DOC A02029541
N 1/2 OF SEC. 19
T. 1 N., R. 8 W. OF THE 3RD P.M.
ST. CLAIR COUNTY, ILLINOIS

TITLE:
ALTA/NSPS LAND TITLE SURVEY

P:\2022\220342\4 CAD - DWG\4.6 Sur\220342-ALTA PLAT.dwg Plotted By: jbangor



BELLEVILLE, IL
VICINITY MAP

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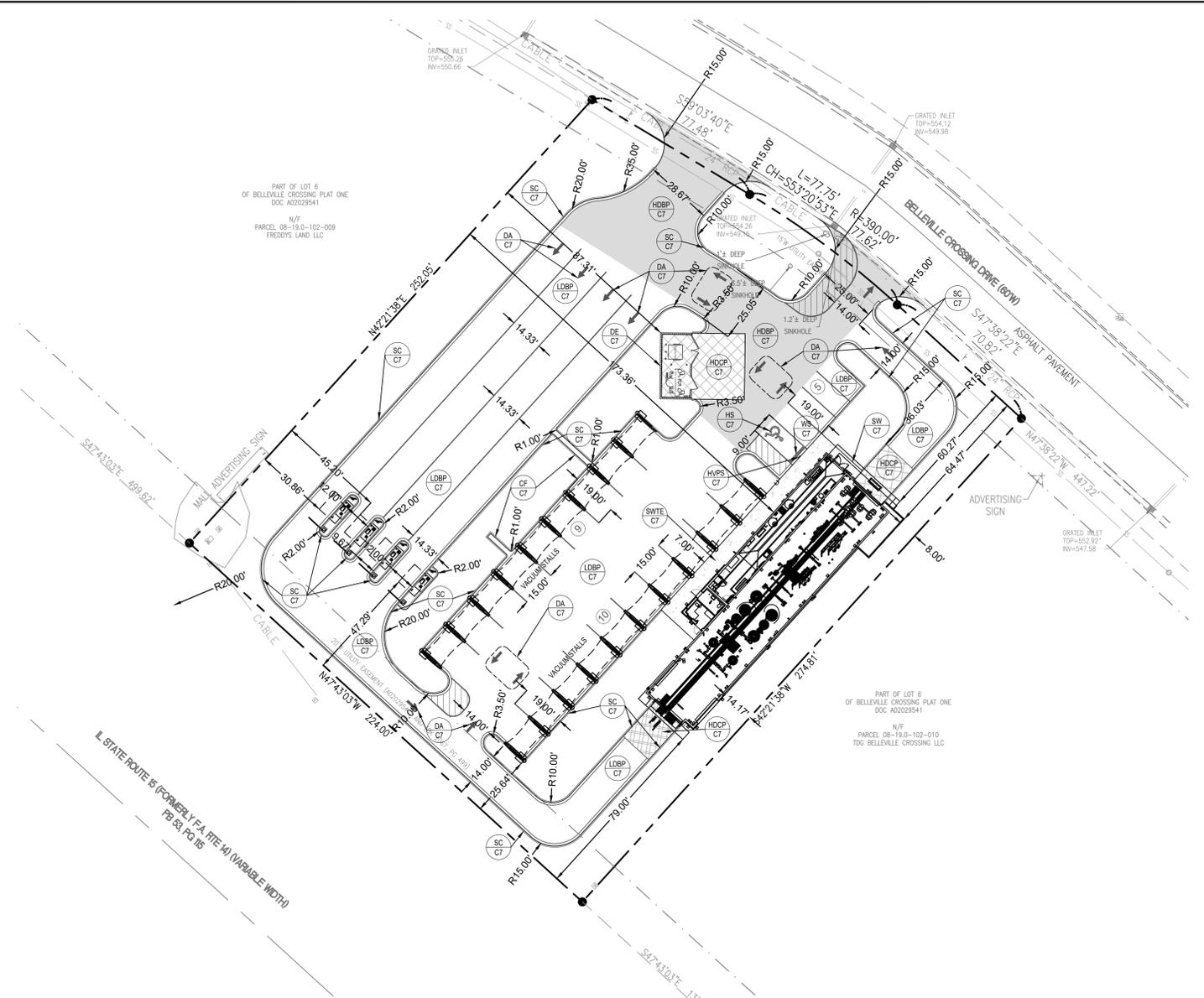
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PARCEL OWNER, ADDRESS, AND SOURCE OF TITLE

TDG BELLEVILLE
CROSSING, LLC
25 N BRENTWOOD BLVD
ST. LOUIS, MO 63105-3709



GENERAL NOTES

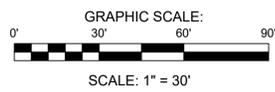
1. PRIOR TO BEGINNING CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR ENSURING THAT ALL REQUIRED PERMITS AND APPROVALS HAVE BEEN OBTAINED. NO CONSTRUCTION OR FABRICATION SHALL BEGIN UNTIL THE CONTRACTOR HAS RECEIVED AND THOROUGHLY REVIEWED ALL PLANS AND OTHER DOCUMENTS APPROVED BY ALL PERMITTING AUTHORITIES.
 2. NO GRADING, STRIPPING, EXCAVATION, FILLING OR OTHER DISTURBANCE OF THE NATURAL GROUND COVER SHALL TAKE PLACE UNTIL PROPOSED SOIL EROSION CONTROL PLAN HAS BEEN APPROVED AND IN PLACE.
 3. ALL DIMENSIONS INVOLVING CURB RADI ARE SHOWN TO FACE OF CURB, UNLESS NOTED OTHERWISE. ALL CURB RADI ARE 5.0' UNLESS NOTED OTHERWISE.
 4. IN THE CASE OF CONFLICT BETWEEN THIS DRAWING AND ANY OTHER DRAWING AND/OR SPECIFICATIONS, THE ENGINEER SHALL BE IMMEDIATELY NOTIFIED FOR CLARIFICATION.
 5. THE CONTRACTOR SHALL BID AND PERFORM THE WORK IN ACCORDANCE WITH ALL LOCAL, STATE AND NATIONAL CODES AND THE REQUIREMENTS OF LOCAL UTILITY COMPANIES.
 6. IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, THE CONTRACTOR WILL BE SOLELY AND COMPLETELY RESPONSIBLE FOR CONDITIONS OF THE JOB SITE, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY DURING PERFORMANCE OF THE WORK. THIS REQUIREMENT WILL APPLY CONTINUOUSLY AND WILL NOT BE LIMITED TO NORMAL WORKING HOURS. THE CONTRACTOR WILL BE RESPONSIBLE FOR PROVIDING AND MAINTAINING ALL BARRICADES, WARNING SIGNS, FLASHING LIGHTS AND THE TRAFFIC CONTROL DEVICES DURING CONSTRUCTION. CONTRACTOR SHALL COMPLY WITH OSHA REGULATIONS AND SAFETY REQUIREMENTS.
 7. THE CONTRACTOR IS RESPONSIBLE FOR THE SAFETY OF ALL VEHICLE TRAFFIC IN AND AROUND THE CONSTRUCTION AREA.
 8. ALL UNPAVED AREAS TO RECEIVE A MINIMUM OF 4" TOPSOIL, SEED (AS OUTLINED IN THE LANDSCAPE PLANS), MULCHED AND WATERED AS NECESSARY TO PROVIDE SUBSTANTIAL GRASS COVER.
 9. ALL PAVEMENT MARKINGS INCLUDING STRIPES, DIRECTIONAL ARROWS, ETC., SHALL BE WHITE PAINT (TWO COATS). HANDICAP SYMBOL COLORS SHALL BE PER LOCAL CODE. APPROVED EXTERIOR PAINTS ARE AS FOLLOWS:
PRATT AND LAMBERT TRAFFIC PAINT
SHERWIN-WILLIAMS PRO-MAR TRAFFIC MARKING
PAINT B29 SERIES
GLIDDEN ROMARK TRAFFIC PAINT
PPG ZONE AND TRAFFIC MARKING PAINT
- *NOTES: THE SITE SHALL COMPLY WITH ALL ACCESSIBILITY STANDARDS.

| DEVELOPMENT SUMMARY | | |
|---------------------|---|---|
| STATISTIC | PERMITTED / REQUIREMENT | PROVIDED |
| CURRENT ZONING | C2 - HEAVY COMMERCIAL | C2 - HEAVY COMMERCIAL |
| PROPOSED USE | VACANT | CAR WASH |
| TOTAL SITE AREA | MIN: 0.14 +/- AC | 1.38 +/- AC |
| | MIN: 8,009 +/- SQ. FT. | 60,224 +/- SQ. FT. |
| LOT COVERAGE | N/A | 0.89 +/- AC (64%) 38,806 SF. (64%) |
| BUILDING SETBACKS | FRONT 25' (NORTH) SIDE N/A REAR N/A | FRONT 60.27' (NORTH) SIDE 30.86' (WEST) SIDE 8' (EAST) REAR 47.29' (SOUTH) |
| TOTAL PARKING | CAR WASH = 5 SPACES PER WASH LANE | 4 STANDARD SPACES PROVIDED 1 ADA STALLS 19 VACUUM STALLS |
| LANDSCAPE PLAN | REQUIRED | SEE L1 SHEET |
| DRAINAGE PLAN | REQUIRED | SEE C3 SHEET |
| TRAFFIC STUDY | NOT REQUIRED | NOT REQUIRED |
| SITE ACCESS | PER CITY OF BELLEVILLE | 2 ACCESS POINTS ONTO BELLEVILLE CROSSING STREET |

| BUILDING SUMMARY | | |
|------------------|-------------------------|---------------------------|
| STATISTIC | PERMITTED / REQUIREMENT | PROVIDED |
| FOOT PRINT | N/A | 4,020 S.F. +/- |
| BUILDING AREA | N/A | 4,020 S.F. +/- |
| BUILDING HEIGHT | 100' | 30'-11" (1 STORIES) |
| FLOOR AREA RATIO | N/A | 4,020 SF/60,224 SF = 0.07 |

CONSTRUCTION LEGEND

- HEAVY DUTY BITUMINOUS PAVEMENT
- LIGHT DUTY BITUMINOUS PAVEMENT
- HEAVY DUTY CONCRETE PAVEMENT
- CURB AND GUTTER
- HANDICAP SYMBOL
- SIDEWALK WITH TURNDOWN EDGE
- SIDEWALK
- HANDICAP PARKING SIGN (VAN ACCESSIBLE)
- WHEEL STOP
- DIRECTIONAL ARROW
- DUMPSTER ENCLOSURE
- CONCRETE FLUME



| REVISIONS |
|-----------|
| |
| |
| |
| |
| |

TAKE 5 CAR WASH
BELLEVILLE CROSSING ST.
BELLEVILLE, IL 62226

BRANDY ZACKERY, P.E.
P.O. BOX 1938
BOWLING GREEN, KY 42101
PHONE: (270) 786-9445

JOB NUMBER: 22-3119-L
DATE: 05/25/2022
SCALE: 1" = 30'
DRAWN BY: B. MCDANIEL
CHECKED BY: B. ZACKERY
APPROVED BY: B. ZACKERY

SIGNATURE: *Brandy Gayle Zackery*
DATE: SIGNED: 05/25/2022
LICENSE EXPIRATION: 11/30/2022

C2
SITE LAYOUT



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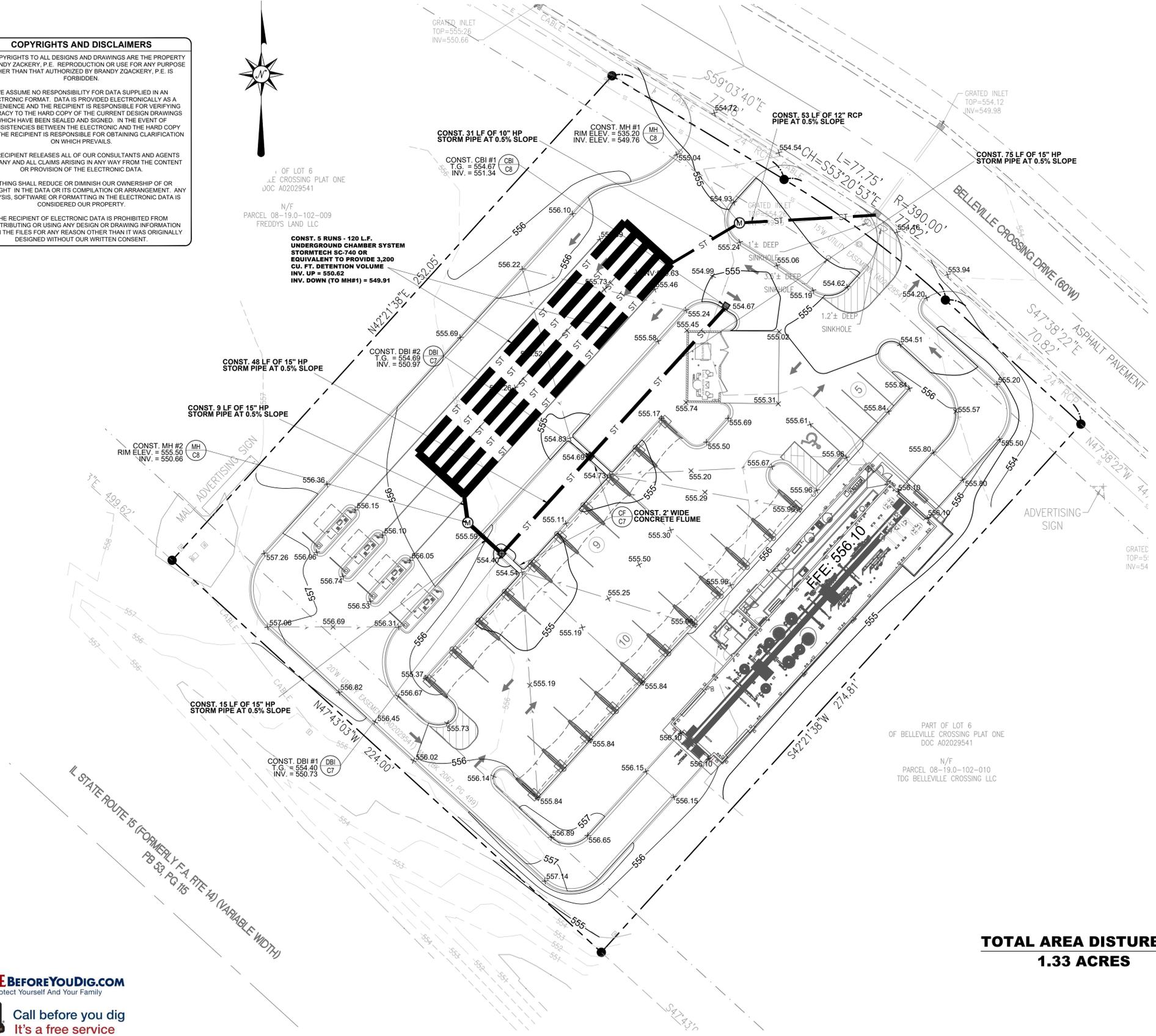
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GRADING AND DRAINAGE NOTES:

1. CONTRACTOR SHALL NOTIFY ALL UTILITY COMPANIES HAVING UNDERGROUND UTILITIES ON SITE OR IN RIGHT-OF-WAY PRIOR TO EXCAVATION. CONTRACTOR SHALL NOTIFY 811 AT LEAST 72 HOURS PRIOR TO EXCAVATION.
2. SITE GRADING SHALL NOT PROCEED UNTIL EROSION CONTROL MEASURES HAVE BEEN INSTALLED.
3. NO CUT OR FILL SLOPES SHALL BE CONSTRUCTED STEEPER THAN 2H:1V UNLESS SPECIFICALLY NOTED ON PLANS.
4. SITE GRADES AROUND THE BUILDING AND PAVEMENT AREAS SHALL BE GRADED DURING CONSTRUCTION TO PREVENT PONDING. ANY SURFACE WATER ACCUMULATION IN THE BUILDING AND PAVEMENT AREAS SHALL BE DRAINED IMMEDIATELY TO AVOID SATURATION OF THE SUBGRADE SOILS.
5. FILL, INCLUDING FINAL TOPSOIL SHALL BE PLACED A MINIMUM OF 3 INCHES BELOW FFE AT BUILDING SLABS UNLESS OTHERWISE INDICATED BY ARCHITECTURAL WALL SECTION DETAILS.
6. GRADES WITHIN 10' OF BUILDING SHALL HAVE A MINIMUM SLOPE OF 2% AWAY FROM THE BUILDING.
7. ALL EXCAVATIONS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE LATEST OSHA GUIDELINES AS MANDATED IN CURRENT FEDERAL, STATE AND LOCAL REGULATIONS. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE IN PROVIDING SAFE WORKING CONDITIONS IN CONNECTION WITH ANY EXCAVATION WORK.
8. ENGINEERED FILL SHALL BE COMPACTED TO 98% OF STANDARD PROCTOR DENSITY IN BUILDING PAD AREAS (PROPOSED AND FUTURE EXPANSION) AND TO 95% IN PARKING AND DRIVE AREAS. VEGETATED AREAS SHOULD BE COMPACTED TO A MINIMUM OF 92% OF STANDARD PROCTOR DENSITY.
9. STONE BASES SHOULD BE COMPACTED TO A DENSITY SATISFACTORY TO ENGINEER, TYPICALLY 84% OF SOLID VOLUME OR BY TEST STRIP METHODS.
10. ALL EXISTING STRUCTURES, UNLESS OTHERWISE NOTED TO REMAIN, FENCING, TREES, ETC. WITHIN THE CONSTRUCTION AREA SHALL BE REMOVED AND DISPOSED OF OFF SITE.
11. GRADE LINES SHOWN ARE FINISHED GRADE. CONTRACTOR SHOULD SEE DETAIL SHEET FOR APPROPRIATE PAVEMENT TYPE TO DETERMINE SUB-GRADE ELEVATIONS FOR PAVING AREAS.
12. CONTRACTOR IS ADVISED THAT FINAL GRADING AND CURB PLACEMENT SHALL BE COMPLETED TO ACCOMMODATE THE FOLLOWING:
 - A) NO WATER WILL POND AT POINTS WHERE LANDSCAPE ISLANDS EXTEND INTO PARKING FIELDS.
 - B) SPACES DESIGNATED FOR HANDICAP PARKING AND ACCESS AISLE SHALL HAVE A FINAL SLOPE AFTER PAVING IS COMPLETED OF NOT MORE THAN 2.0%. IF EITHER OF THESE ITEMS ARE NOT CONSTRUCTED AS OUTLINED ABOVE, REWORK WILL BE PROVIDED BY THE CONTRACTOR TO CORRECT DEFICIENCIES AT THE CONTRACTORS EXPENSE.
13. ALL SPOT ELEVATIONS SHOWN ARE FINISHED GRADE. SPOT ELEVATIONS SHOWN ALONG GUTTER LINE ARE FLOW ELEVATIONS FOR FACE OF CURB.

STORM WATER RUNOFF CALCULATIONS

PRE-DEVELOPED
 TOTAL AREA (A) = 1.38 ACRES
 AREA OF IMPERVIOUS (AI) = 0.0 ACRES
 AREA OF PERVIOUS (AP) = 1.38 ACRES
 C_i = 0.95 C_p = 0.25
 WT. "C" = (A_i * C_i) + (A_p * C_p) = (0.0 * 0.95) + (1.38 * 0.25) = 0.25
 A_t = 1.38

FLOW RATE
 Q (2YR) = 1.525 CFS
 Q (10YR) = 2.054 CFS
 Q (25YR) = 2.354 CFS
 Q (100YR) = 2.811 CFS

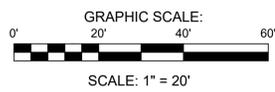
POST-DEVELOPED
 TOTAL AREA (A) = 1.38 ACRES
 AREA OF IMPERVIOUS (AI) = 0.89 ACRES
 AREA OF PERVIOUS (AP) = 0.49 ACRES
 C_i = 0.95 C_p = 0.25
 WT. "C" = (A_i * C_i) + (A_p * C_p) = (0.89 * 0.95) + (0.49 * 0.25) = 0.70
 A_t = 1.38

FLOW RATE @ UG CHAMBER OUTLET PIPE
 Q (2YR) = 1.407 CFS
 Q (10YR) = 1.928 CFS
 Q (25YR) = 2.178 CFS
 Q (100YR) = 2.524 CFS

CONSTRUCTION LEGEND

- DROP BOX INLET
- STORM SEWER MANHOLE
- CONCRETE FLUME
- CURB BOX INLET

**TOTAL AREA DISTURBED:
1.33 ACRES**



REVISIONS

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TAKE 5 CAR WASH
 BELLEVILLE CROSSING ST.
 BELLEVILLE, IL 62226

BRANDY ZACKERY, P.E.
 P.O. BOX 1338
 BOWLING GREEN, KY 42101
 PHONE (270) 780-9445

JOB NUMBER: 22-3119-L
 DATE: 05/25/2022
 SCALE: 1" = 20'
 DRAWN BY: B. McDANIEL
 CHECKED BY: B. ZACKERY
 APPROVED BY:
 B. ZACKERY

SIGNATURE: *Brandy Gayle Zackery*
 DATE SIGNED: 05/25/2022
 LICENSE EXPIRATION: 11/30/2022

C3
 GRADING & DRAINAGE





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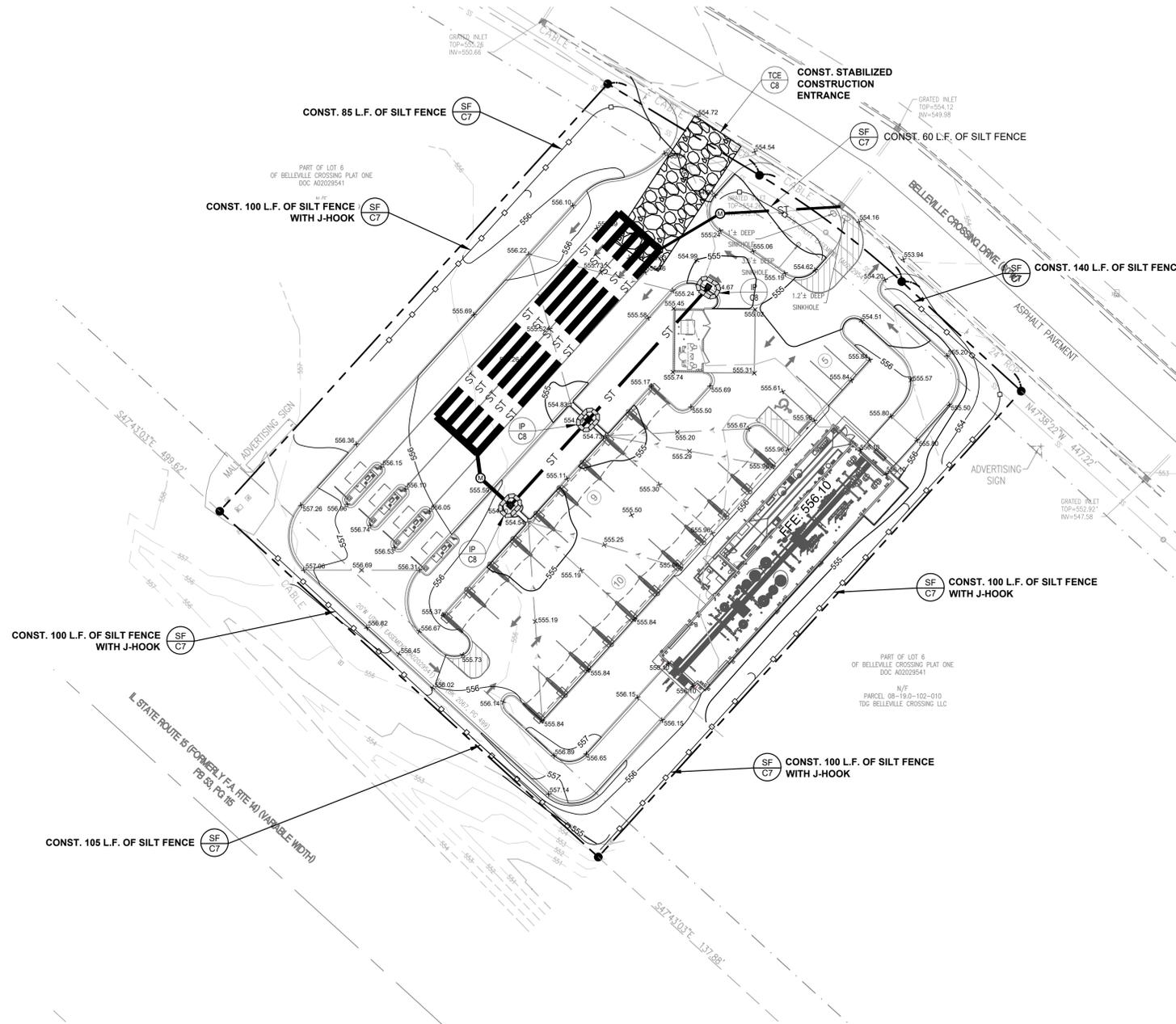
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**TOTAL AREA DISTURBED:
1.33 ACRES**

GENERAL NOTES

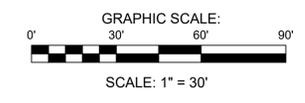
1. ALL MEASURES INSTALLED FOR SEDIMENT CONTROL SHALL BE CHECKED AT THE BEGINNING AND END OF EACH DAY WHEN CONSTRUCTION IS OCCURRING TO ASCERTAIN THAT THE MEASURES ARE IN PLACE AND FUNCTIONING PROPERLY. ANY DAMAGE OBSERVED WILL BE REPAIRED BY THE END OF THAT WORKING DAY. MEASURES SHALL BE MAINTAINED UNTIL THE ARCHITECT/ENGINEER DETERMINES THAT THEY ARE NO LONGER NEEDED.
2. ALL EROSION AND SEDIMENT CONTROL PRACTICES WILL BE CONSTRUCTED AND MAINTAINED ACCORDING TO THE STANDARDS OF THE CITY/COUNTY AND AS REQUIRED BY STATE AND FEDERAL LAWS.
3. A COPY OF THE APPROVED EPSC (EROSION PREVENTION SEDIMENT CONTROL) PLANS SHALL BE MAINTAINED AT THE PROJECT SITE AT ALL TIMES. THIS COPY SHALL BE PRESENTED TO THE CITY/COUNTY REPRESENTATIVES UPON REQUEST.
4. PRIOR TO COMMENCING LAND-DISTURBING ACTIVITIES IN ANY AREA NOT ON THE APPROVED EPSC PLAN, THE CONTRACTOR SHALL SUBMIT A SUPPLEMENTARY EPSC PLAN TO THE CITY/COUNTY FOR APPROVAL.
5. ALL EPSC MEASURES ARE TO BE PLACED PRIOR TO OR AS THE FIRST STEP IN CLEARING AND GRADING. THE CONTRACTOR IS RESPONSIBLE FOR ANY ADDITIONAL EROSION CONTROL MEASURES NECESSARY TO PREVENT EROSION AND SEDIMENTATION AS DETERMINED BY THE CITY/COUNTY. DURING DEWATERING OPERATIONS WATER MUST BE PUMPED THROUGH AN APPROVED FILTERING DEVICE. THE CITY/COUNTY MAY SUSPEND DEWATERING OPERATIONS IF POLLUTION IS OBSERVED.
6. THE CONTRACTOR SHALL INSPECT ALL EROSION AND SEDIMENT CONTROL DEVICES AT LEAST ONCE A WEEK AND AT LEAST ONCE A DAY DURING RAINFALL EVENTS. THE CONTRACTOR SHALL PERFORM ANY REPAIRS OR MAINTENANCE IMMEDIATELY IN ORDER TO ENSURE EFFECTIVE EROSION AND SEDIMENT CONTROL. THE CONTRACTOR SHALL MAINTAIN A RECORD OF ALL INSPECTIONS AND MAINTENANCE ACTIVITIES AT THE PROJECT SITE. THIS RECORD SHALL BE MADE AVAILABLE UPON REQUEST TO THE CITY/COUNTY.
7. ALL AREAS DISTURBED SHALL BE STABILIZED ACCORDINGLY. WHEN THE SITE IS BROUGHT TO FINAL GRADE IT MUST BE STABILIZED WITHIN 14 DAYS. DISTURBED AREAS NOT AT FINAL GRADE MUST BE STABILIZED WITHIN 21 DAYS.

SEED AND SOD NOTES

1. ALL DISTURBED AREAS INCLUDING WASTE AREAS TO BE SEEDED OR SODDED (IF NOT NOTED TO BE ROEPI-RAPPED, OR HARD SURFACED). THE AREA NOTED ON THE PLAN TO BE SEEDED SHALL BE SPREAD WITH 4" MINIMUM OF TOPSOIL. ALL AREAS TO BE DISKED, LEVELED, AND HAND RAKED. THE TOPSOIL LAYER SHALL BRING ALL TURF AREAS TO FINISH GRADE. SURFACE AREA SHALL BE ROLLED TO REMOVE LUMPS. FOREIGN MATERIALS SUCH AS ROCKS, LIMBS, STICKS, ETC. TO BE COLLECTED AND REMOVED DURING CULTIVATION AND RAKING OPERATIONS.
2. INSTALLATION OF SEED SHALL BE BETWEEN MARCH 1 TO JUNE 15 OR SEPTEMBER 1 TO OCTOBER 15. IF SEEDING IS DONE IN BETWEEN OCTOBER 15 AND MARCH 1, A SEED BLEND WILL BE USED CONSISTING OF 20% ANNUAL RYE.
3. GRASS SEED SHALL BE A TYPE WHICH WILL THRIVE IN THIS PROJECT AREA. SUBMIT PROPOSED SEED MIXTURE TO OWNER FOR APPROVAL. FERTILIZER SHALL BE 10-10-10 TYPE 1 GRADE A. USE APPROXIMATELY 5 LBS. OF GRASS SEED, 10 LBS. OF FERTILIZER FOR EACH 1000 SQ. FT. OF GROUND AREA TO BE SEEDED. COVER ALL SEEDED AREAS WITH 3 BALES OF WHEAT STRAW FOR EACH 1000 SQ. FT. WATER DAILY FOR 15 DAYS OR AS REQUIRED BY WEATHER CONDITIONS. AFTER SEED HAS GERMINATED, ALL THIN SPOTS SHALL BE RE-SEEDED.
4. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR WATERING, MOWING AND OTHER MAINTENANCE TO SEEDED AREAS UNTIL THE PROJECT IS ACCEPTED BY THE OWNER. A MINIMUM OF 90% COVERAGE OF SOUND, HEALTHY GRASS SHALL BE REQUIRED FOR ACCEPTANCE.
5. EMBANKMENTS/SLOPES GREATER THAN 3:1 SHALL BE EITHER BE SEEDED AND COVERED WITH AN EROSION CONTROL MAT (JUTE MESH ENKAMAT) OR INSTALLED WITH SOD FOR PROPER STABILIZATION. SOD TO BE STAKED WITH EITHER WOOD STAKES OR U-SHAPED METAL PINS FLUSH WITH GRADE.
6. SOD SHALL BE REGIONALLY GROWN AND OF A SPECIES THAT WILL THRIVE IN THE PROJECT AREA.
7. HYDROSEED ALL NEW LAWN AREAS AS SPECIFIED UNLESS PLANS CALL FOR SOD.
8. MIX SEED, FERTILIZER AND PULVERIZED MULCH WITH WATER USING EQUIPMENT SPECIFICALLY DESIGNED FOR HYDROSEED APPLICATION.
9. APPLY SLURRY UNIFORMLY TO ALL AREAS BEING SEEDED. RATE OF APPLICATION AS REQUIRED TO OBTAIN SPECIFIED SEED SOWING RATE.
10. THE SOD SHALL BE RELATIVELY FREE OF DISEASES AND WEEDS. STONES LARGER THAN 1 1/2" IN ANY DIMENSION, PLANT ROOTS AND OTHER MATERIAL DETRIMENTAL TO A HEALTHY STAND OF TURF SHOULD BE REMOVED. DELIVERED SOD THAT HAS BECOME DRY, MOLDY OR YELLOW FROM HEATING, OR HAS IRREGULARLY SHAPED PIECES THAT ARE TORN OR HAVE UNEVEN ENDS SHALL BE REJECTED.
11. THE SOD BED WILL BE LOOSENEED TO A DEPTH OF 3" TO A SMOOTH, EVEN SURFACE AND SHALL BE GRADED TO SUCH AN ELEVATION SO THE SOD, WHEN IN PLACE, SHALL BE FLUSH WITH ANY ADJACENT SEEDED TURFED AREA, PAVEMENT, CURB OR OTHER STRUCTURES EXCEPT WHEN OTHERWISE NOTED.
12. LAY SOD WITHIN 24 HOURS OF STRIPPING. DO NOT LAY DORMANT SOD OR IF GROUND IS FROZEN. LAY SOD TO FORM A SOLID MASS WITH TIGHTLY FITTED JOINTS. DO NOT OVERLAP.
13. WATER SOD WITH FINE SPRAY IMMEDIATELY AFTER PLANTING. DURING FIRST WEEK, WATER DAILY OR MORE FREQUENTLY AS NECESSARY TO MAINTAIN MOIST SOIL TO DEPTH OF 4 INCHES.
14. PRIOR TO PLACING THE SOD, FERTILIZER 10-10-10 TYPE 1 GRADE A SHALL BE APPLIED UNIFORMLY. SOD SECTIONS SHALL BE HARROWED, RAKED OR OTHERWISE INCORPORATED INTO THE SOIL. THE SOIL BED, WHEN DRY, SHALL BE MOISTENED TO THE LOOSENEED DEPTH.
15. SOD SHALL BE WETTED THOROUGHLY, ROLLED AND TAMPED SUFFICIENTLY TO INCORPORATE THE ROOTS INTO THE SOD BED AND TO ENSURE TIGHT JOINTS BETWEEN THE SECTIONS OR STRIPPES.
16. ALL SODDED AREAS SHALL BE MAINTAINED, WATERED AND REPAIRED AS NECESSARY BY THE LANDSCAPE CONTRACTOR UNTIL FINAL ACCEPTANCE OF THE PROJECT.
17. THE LANDSCAPE CONTRACTOR SHALL GUARANTEE ALL SEEDED OR SODDED AREAS FOR A PERIOD OF ONE YEAR FROM THE DATE OF COMPLETION. LANDSCAPE CONTRACTOR IS NOT RESPONSIBLE FOR ACTS OF NATURE THAT MAY CAUSE EROSION, NEGLECT BY THE OWNER OR DAMAGED BY ANIMALS OR MACHINES.

CONSTRUCTION LEGEND

- SILT FENCE
- INLET PROTECTION
- TEMPORARY CONSTRUCTION ENTRANCE



REVISIONS

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TAKE 5 CAR WASH
BELLEVILLE CROSSING ST.
BELLEVILLE, IL 62226

BRANDY ZACKERY, P.E.
P.O. BOX 1338
BOWLING GREEN, KY 42101
PHONE (270) 786-9445

JOB NUMBER: 22-3119-L
DATE: 05/25/2022
SCALE: 1" = 30'
DRAWN BY: B. McDANIEL
CHECKED BY: B.ZACKERY
APPROVED BY:
B.ZACKERY

SIGNATURE:
Brandy Gayle Zackery
DATE SIGNED:
05/25/2022
LICENSE EXPIRATION:
11/30/2022

C4
EROSION CONTROL



REVISIONS

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TAKE 5 CAR WASH
 BELLEVILLE CROSSING ST.
 BELLEVILLE, IL 62226



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 BOWLING GREEN, KY 42101
 PHONE (270) 780-9445

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 DRAWN BY: B. McDANIEL
 CHECKED BY: B. ZACKERY
 APPROVED BY: B. ZACKERY



SIGNATURE: *Brandy Gayle Zackery*
 DATE: 05/25/2022
 LICENSE EXPIRATION: 11/30/2022

C5
 WATER & SANITARY SEWER

GENERAL NOTES

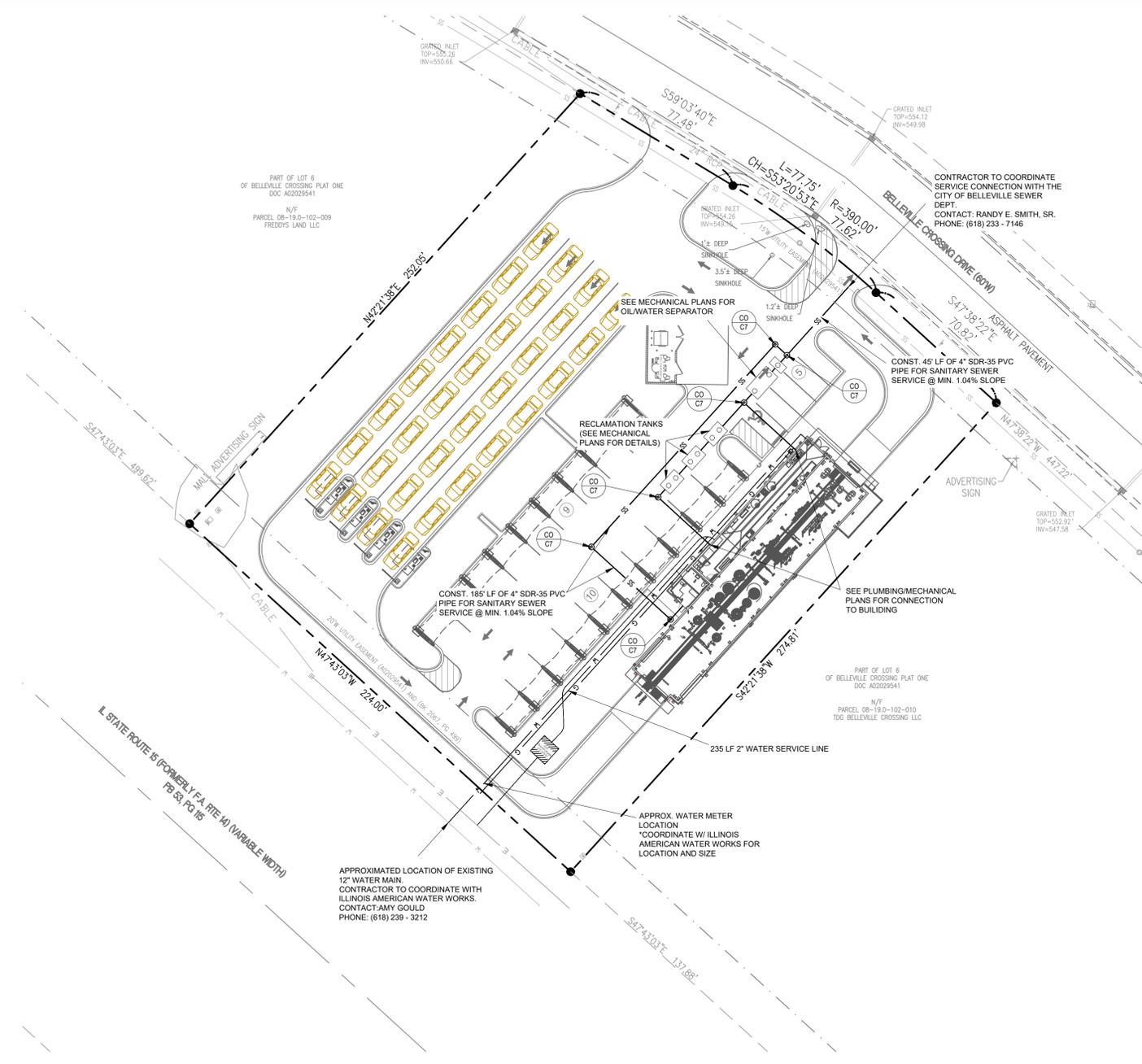
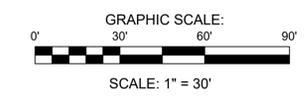
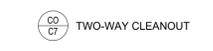
1. THE CONTRACTOR IS ADVISED THAT ALL EXISTING UTILITIES SHOWN WERE FIELD SURVEYED BASED ON LOCATIONS PROVIDED BY EACH UTILITY COMPANY. OTHER UTILITIES MAY EXIST THAT ARE UNMAPPED. THE CONTRACTOR IS ADVISED TO FIELD VERIFY ALL UNDERGROUND UTILITIES BY CONTACTING THE APPROPRIATE UTILITY COMPANY AT LEAST 72 HOURS PRIOR TO EXCAVATION.
2. ALL UTILITIES TO BE CONSTRUCTED TO WITHIN 5' OF BUILDING.
3. BACK FILL OF ALL TRENCHES BENEATH STRUCTURES AND/OR PAVEMENT SHALL BE CRUSHED STONE OR SIMILAR MATERIAL AS APPROVED BY ENGINEER.
4. CONTRACTORS ARE ADVISED TO COORDINATE INSTALLATION OF ALL BURIED CONDUITS AND LINES SUCH THAT LINES WHICH CROSS ARE LAID BEGINNING WITH DEEPEST LINE FIRST.
5. DEPTH OF WATERLINE SHALL BE ADJUSTED AS REQUIRED TO ALLOW FOR SPECIFIED PLACEMENT OF SANITARY AND STORM SEWERS, BUT IN NO CASE LESS THAN 48 INCHES.
6. TAPPING AND INSPECTION FEES TO BE PAID BY CONTRACTOR, METER FEES TO BE PAID BY OWNER.
7. CONTRACTOR SHALL COORDINATE WATER AND SEWER SERVICES CONSTRUCTION WITH THE APPROPRIATE LOCAL UTILITY COMPANY. ALL WORK AND MATERIALS SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE LOCAL UTILITY COMPANY.
8. ALL TRENCHING, PIPE LAYING AND BACK FILLING SHALL BE IN ACCORDANCE WITH FEDERAL OSHA REGULATIONS.
9. CONTRACTOR SHALL OBTAIN APPROVAL FROM ALL GOVERNING AGENCIES HAVING JURISDICTION OF UTILITY SYSTEMS PRIOR TO INSTALLATION.
10. ALL GATE VALVES SHALL BE PROVIDED WITH VALVE BOX IN ACCORDANCE WITH WATER UTILITY STANDARDS. MAIN WATER VALVES ONLY TO BE OPERATED BY LOCAL UTILITY COMPANY PERSONNEL.
11. THRUST BLOCKS SHALL BE PROVIDED AT ALL BENDS, TEES AND FIRE HYDRANTS AND SHALL BE CONSTRUCTED ACCORDING TO WATER DEPARTMENT STANDARDS.
12. ALL WATER AND SANITARY SEWER SERVICE LINES TO THE BUILDING(S) SHALL BE PROVIDED WITH A TEMPORARY PLUG (FOR OTHERS TO REMOVE AND EXTEND AS NECESSARY). COORDINATE ALL TESTING AND INSPECTION WITH THE LOCAL UTILITY COMPANY.
13. THE CONTRACTOR SHALL FLUSH AND TEST ALL NEW UTILITY LINES ACCORDING TO THE LOCAL UTILITY COMPANY STANDARDS.
14. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATIONS AND ELEVATIONS OF EXISTING AND PROPOSED UTILITIES PRIOR TO CONSTRUCTION. ANY CONFLICTS DISCOVERED AFTER CONSTRUCTION HAS BEGUN SHALL BE CORRECTED AT CONTRACTOR'S EXPENSE.
15. THE MINIMUM HORIZONTAL SEPARATION BETWEEN WATER AND SEWER LINES IS TEN FEET OUTSIDE DIAMETER TO OUTSIDE DIAMETER. THE MINIMUM VERTICAL SEPARATION IS EIGHTEEN INCHES.
16. BEFORE YOU DIG:
 CONTRACTOR SHALL NOTIFY 811 (AND ALL NON PARTICIPATING UTILITY COMPANIES) AT LEAST 72 HOURS PRIOR TO EXCAVATION, TO LOCATE AND FLAG ALL UNDERGROUND UTILITIES WITHIN THE PROPOSED SITE.
17. CONTRACTOR SHALL VERIFY LOCATIONS THAT UTILITIES ENTER THE BUILDING FROM THE ARCHITECTURAL PLANS PRIOR TO INSTALLING UTILITY SERVICE LINE.

SEWER NOTES

1. PVC PIPE MATERIAL AND JOINTS SHALL CONFORM TO ASTM D-3034, LATEST REVISION.
2. FLEXIBLE THERMOPLASTIC SEWER PIPE INSTALLATION SHALL CONFORM TO ASTM D-2241, LATEST REVISION.
3. ALL SEWER LINES SHALL BE LAID 10 FEET HORIZONTALLY FROM ANY EXISTING OR PROPOSED WATER MAIN EXCEPT WHERE THE WATER MAIN CROSSES OVER THE SANITARY SEWER LINE.
4. ALL PIPELINE TRENCHING AND STRUCTURE EXCAVATION SHALL BE UNCLASSIFIED.
5. SANITARY SEWER PIPE SHALL HAVE A MINIMUM COVER OF THIRTY-SIX INCHES.
6. ALL SEWERS SHALL BE SMOKE TESTED AND/OR LOW PRESSURE AIR TESTED. A DEFLECTION TEST SHALL BE PERFORMED ON ALL FLEXIBLE PIPE. THE TEST SHALL BE CONDUCTED AFTER THE FINAL BACK FILL HAS BEEN IN PLACE HAS BEEN IN PLACE AT LEAST 30 DAYS. NO PIPE SHALL EXCEED A DEFLECTION OF 5%. IF THE DEFLECTION TEST IS TO BE RUN USING A RIGID BALL OR MANDREL, IT SHALL HAVE A DIAMETER EQUAL TO 95% OF THE INSIDE DIAMETER OF THE PIPE. THE TEST SHALL BE PERFORMED WITHOUT MECHANICAL PULLING DEVICES.
7. SUBGRADE AND BACK FILL FOR SEWERS LOCATED IN FILL AREAS SHALL BE COMPACTED TO NOT LESS THAN 95% OF DENSITY DETERMINED FROM THE STANDARD PROCTOR TEST.
8. SEWERS CROSSING WATER MAINS SHALL BE LAID TO PROVIDE A VERTICAL DISTANCE OF 18 INCHES BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF THE SEWER. THIS SHALL BE THE CASE WHERE THE WATER MAIN IS EITHER ABOVE OR BELOW THE SEWER. THE CROSSING SHALL BE ARRANGED SO THAT THE SEWER JOINTS WILL BE EQUIDISTANT AND AS FAR AS POSSIBLE FROM THE WATER MAIN JOINTS. WHERE A WATER MAIN CROSSES UNDER A SEWER, ADEQUATE STRUCTURAL SUPPORT SHALL BE PROVIDED FOR THE SEWER TO PREVENT DAMAGE TO THE WATER MAIN.

CONTRACTOR IS RESPONSIBLE FOR ALL PUBLIC UTILITY CONNECTIONS (ELECTRIC, WATER, GAS, SEPTIC, SEWER) AS WELL AS PROVIDING ALL INFRASTRUCTURES REQUIRED BY UTILITY COMPANY

CONSTRUCTION LEGEND



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UTILITY NOTE: ALL UTILITIES SHOWN ON THESE PLANS ARE APPROXIMATE. INDIVIDUAL SERVICE LINES ARE NOT SHOWN. THE CONTRACTOR OR SUBCONTRACTOR SHALL NOTIFY THE UTILITY PROTECTION CENTER, "811" FORTY EIGHT HOURS IN ADVANCE OF ANY CONSTRUCTION ON THIS PROJECT. THIS NUMBER WAS ESTABLISHED TO PROVIDE ACCURATE LOCATIONS OF EXISTING BELOW GROUND UTILITIES (I.E. CABLES, ELECTRIC WIRES, GAS, AND WATERLINES). WHEN CONTACTING THE "811" CALL CENTER, PLEASE STATE THE WORK TO BE DONE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR BECOMING FAMILIAR WITH ALL UTILITY REQUIREMENTS SET FORTH ON THE PLANS IN THE TECHNICAL SPECIFICATIONS AND SPECIAL PROVISIONS.

811 Before You Dig
 Protect Yourself And Your Family
 Call before you dig
 It's a free service

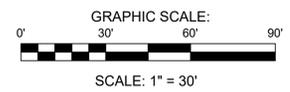
REVISIONS

UNDERGROUND PRIMARY ELECTRIC REQUIREMENTS

- GENERAL:**
- A. TRANSFORMER PADS, VAULTS, SECONDARY CONDUCTOR, METER SOCKET, EXCAVATION, CONDUIT AND BACK FILL PROVIDED BY CONTRACTOR/DEVELOPER.
 - B. PAD MOUNT TRANSFORMERS, JUNCTION ENCLOSURES, PRIMARY CONDUCTORS ONLY, AND INSTALLATION BY LOCAL UTILITY COMPANY.
 - C. UNDERGROUND CONSTRUCTION BY CONTRACTOR IS SUBJECT TO INSPECTION BY LOCAL UTILITY COMPANY, AND MUST BE APPROVED PRIOR TO THE INSTALLATION OF CONDUCTOR AND TRANSFORMERS. CONDUIT TO BE INSPECTED BEFORE BACKFILLING.
 - D. REFER TO LOCAL UTILITY COMPANY'S OPERATING POLICIES FOR ADDITIONAL RULES AND REGULATIONS.
 - E. SUBDIVISION OR AREA IN QUESTION WILL BE AT LEAST ROUGH GRADE BEFORE ANY TRENCHING CAN BEGIN.
 - F. ANY CHANGES TO THESE OR ANY OTHER LOCAL UTILITY COMPANY SPECIFICATIONS RELATING TO SAME MUST BE DESIGNED OR APPROVED BY THAT LOCAL UTILITY COMPANY.
- CONDUIT REQUIREMENTS:**
- A. MINIMUM SIZE OF PRIMARY CONDUIT TO BE 2 1/2" SCH 80 PVC AND MINIMUM DEPTH FOR THIS CONDUIT IS 42 INCHES TO TOP OF CONDUIT.
 - MINIMUM SIZE OF SECONDARY CONDUIT TO BE 3 INCH SCH 80 PVC AND MINIMUM DEPTH FOR THIS CONDUIT IS 42 INCHES TO TOP OF CONDUIT.
 - MINIMUM SIZE OF CONDUIT FOR UNDERGROUND SERVICE LATERAL TO BE 2 1/2" SCH PVC AND MINIMUM DEPTH 24 INCHES TO TOP OF CONDUIT.
 - B. ALL BENDS IN CONDUIT SHALL BE RIGID METAL OF SUFFICIENT RADII TO PERMIT EASE IN PULLING WIRE (NO PLUMBERS BENDS WILL BE ACCEPTED).
 - ALL 90° BENDS IN PRIMARY CONDUIT WILL HAVE A MINIMUM RADIUS OF 36 INCHES.
 - ALL 90° BENDS IN SECONDARY CONDUIT WILL HAVE A MINIMUM RADIUS OF 18 INCHES.
 - C. ALL CONDUITS TO CONTAIN 150 LB. TEST (OR GREATER) NYLON STRING.
 - D. BACKFILL OVER CONDUIT SHALL CONTAIN NO LARGE ROCKS OR DEBRIS.
 - E. ALL CONDUITS BENEATH ROAD SURFACE WILL BE SCH 80, OR ENCASED IN A 4 INCH CONCRETE ENVELOPE, AND WILL BE BACKFILLED WITH NO. 9 CRUSHED STONE.
 - F. ALL CONDUITS WILL BE INSTALLED AS SPECIFIED AND LOCATED BENEATH ALL OTHER UTILITIES WHERE POSSIBLE. ALTERATIONS TO THIS SPECIFICATION WILL BE DESIGNED OR APPROVED BY THE LOCAL UTILITY COMPANY.
 - G. A "BURIED ELECTRIC LINES" WARNING TAPE (3" MINIMUM WIDTH) WILL BE INSTALLED 12 INCHES DIRECTLY OVER PRIMARY CONDUITS AND 12 INCHES BENEATH FINAL GRADE FOR SAME.
 - H. SECONDARY CONDUITS NOT FOLLOWING A STRAIGHT LINE BETWEEN TERMINATIONS WILL ALSO REQUIRE WARNING TAPE TO BE INSTALLED 12 INCHES BENEATH FINAL GRADE.
 - I. WARNING TAPE WILL BE FURNISHED BY LOCAL UTILITY COMPANY UPON REQUEST.
 - J. ENTIRE EXCAVATED AREA NEAR PAD TO BE BACKFILLED WITH NO. 9 CRUSHED STONE.
 - K. WHEN LOCAL UTILITY COMPANY CONDUCTORS ARE TO BE PARALLEL TO WATER, SEWER AND GAS, THERE MUST BE A MINIMUM OF THREE FEET SEPERATION. WHEN LOCAL UTILITY COMPANY CONDUCTORS ARE TO BE PARALLEL TO CABLE TV OR TELEPHONE, THERE MUST BE A MINIMUM SEPERATION OF ONE FOOT. NO OTHER UTILITIES MAY BE DIRECTLY ABOVE THE POWER CABLES.
 - L. WHEN CROSSING UNDER OTHER BURIED UTILITY LINES, THE LOCAL UTILITY COMPANY REQUIRES A MINIMUM SEPERATION OF TWO FEET. WHEN A SEPERATION OF TWO FEET CAN NOT BE ACHIEVED, THE SEPERATION MAY BE REDUCED TO ONE FOOT WITH A FOUR INCH CONCRETE ENCASEMENT THE LENGTH OF FOUR FEET TO EACH SIDE OF THE BURIED LINE BEING CROSSED.

GENERAL NOTES

1. THE CONTRACTOR IS ADVISED THAT ALL EXISTING UTILITIES SHOWN WERE FIELD SURVEYED BASED ON LOCATIONS PROVIDED BY EACH UTILITY COMPANY. OTHER UTILITIES MAY EXIST THAT ARE UNMAPPED. THE CONTRACTOR IS ADVISED TO FIELD VERIFY ALL UNDERGROUND UTILITIES BY CONTACTING THE APPROPRIATE UTILITY COMPANY AT LEAST 72 HOURS PRIOR TO EXCAVATION.
2. ALL UTILITIES TO BE CONSTRUCTED TO 5' OUTSIDE OF PROPOSED BUILDING.
3. MINIMUM DEPTH OF TRENCHING IS 42 INCHES.
4. DEPTH OF ELECTRICAL AND TELEPHONE CONDUITS SHALL BE ADJUSTED AS REQUIRED TO ALLOW FOR SPECIFIED PLACEMENT OF SANITARY AND STORM SEWER.
5. BACK FILL OF ALL TRENCHES BENEATH STRUCTURES AND/OR PAVEMENT SHALL BE CRUSHED STONE OR SIMILAR MATERIAL AS APPROVED BY ENGINEER.
6. BEFORE YOU DIG:
CONTRACTOR SHALL NOTIFY 811 (AND ALL UTILITIES NON-PARTICIPATING UTILITIES) AT LEAST 72 HOURS PRIOR TO EXCAVATION, TO LOCATE AND FLAG ALL UNDERGROUND UTILITIES WITHIN THE PROPOSED SITE.
7. DAMAGE CAUSED BY CONTRACTOR TO ANY UTILITIES OR OTHER IMPROVEMENTS SHALL BE REPAIRED OR REPLACED AT CONTRACTOR'S EXPENSE.
8. CONTRACTOR SHALL VERIFY LOCATIONS THAT UTILITIES ENTER THE BUILDING FROM THE ARCHITECTURAL PLANS PRIOR TO INSTALLING UTILITY SERVICE LINE.



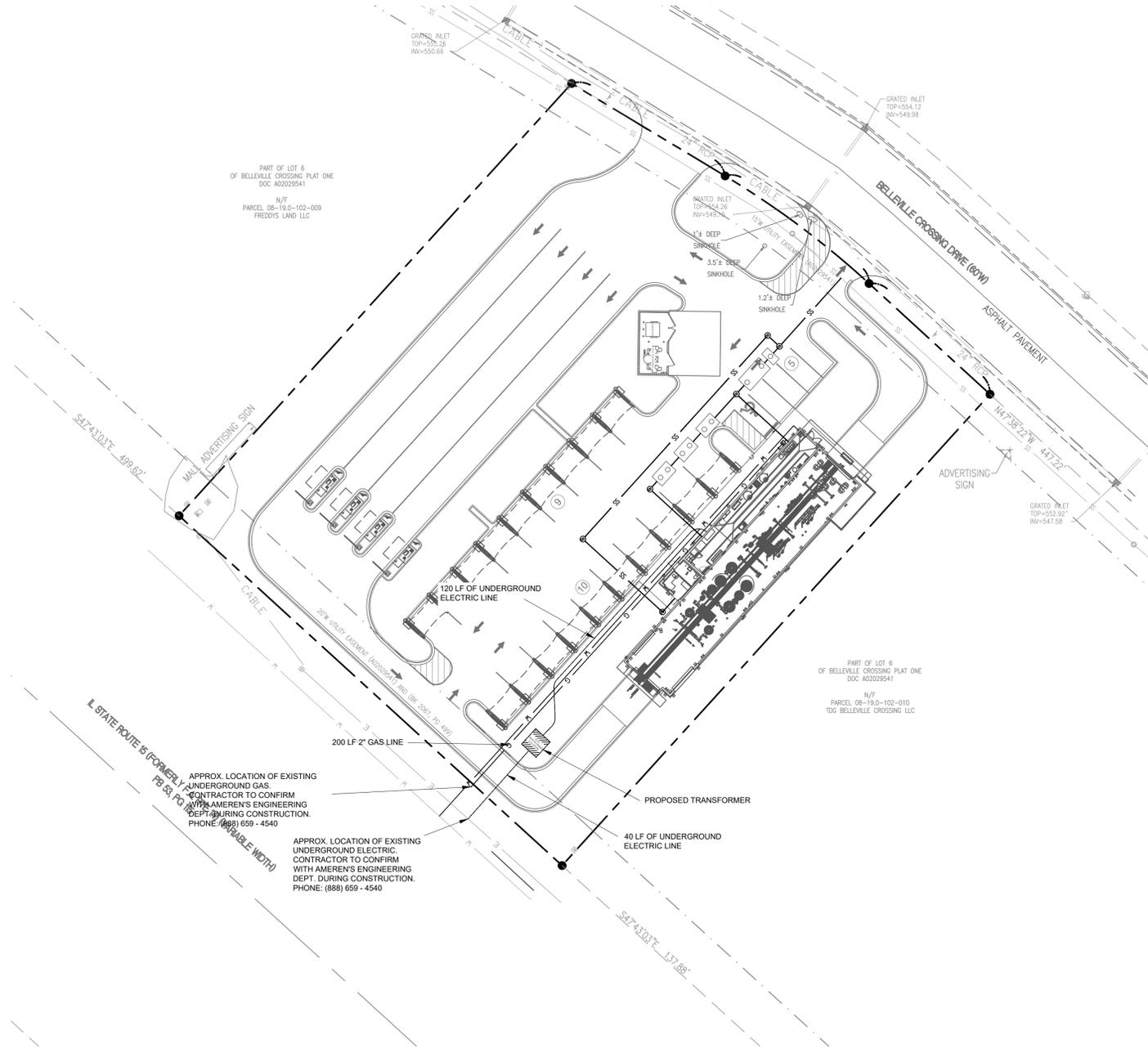
TAKE 5 CAR WASH
 BELLEVILLE CROSSING ST.
 BELLEVILLE, IL 62226

BRANDY ZACKERY, P. E.
 P.O. BOX 1338
 BOWLING GREEN, KY 42101
 PHONE (270) 786-9445

JOB NUMBER: 22-3119-L
 DATE: 05/25/2022
 SCALE: 1" = 30'
 DRAWN BY: B. McDANIEL
 CHECKED BY: B. ZACKERY
 APPROVED BY: B. ZACKERY

SIGNATURE: *Brandy Zackery*
 DATE: SIGNED: 05/25/2022
 LICENSE EXPIRATION: 11/30/2022

C6
 ELECTRIC, GAS & TELEPHONE



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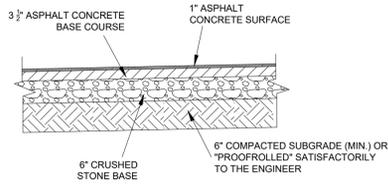
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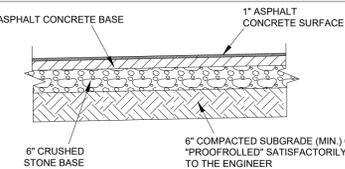
THE RECIPIENT OF ELECTRONIC DATA IS PROHIBITED FROM REDISTRIBUTING OR USING ANY DESIGN OR DRAWING INFORMATION WITHIN THE FILES FOR ANY REASON OTHER THAN IT WAS ORIGINALLY DESIGNED WITHOUT OUR WRITTEN CONSENT.

UTILITY NOTE: ALL UTILITIES SHOWN ON THESE PLANS ARE APPROXIMATE. INDIVIDUAL SERVICE LINES ARE NOT SHOWN. THE CONTRACTOR OR SUBCONTRACTOR SHALL NOTIFY THE UTILITY PROTECTION CENTER, "811" FORTY EIGHT HOURS IN ADVANCE OF ANY CONSTRUCTION ON THIS PROJECT. THIS NUMBER WAS ESTABLISHED TO PROVIDE ACCURATE LOCATIONS OF EXISTING BELOW GROUND UTILITIES (I.E. CABLES, ELECTRIC WIRES, GAS, AND WATERLINES). WHEN CONTACTING THE "811" CALL CENTER, PLEASE STATE THE WORK TO BE DONE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR BECOMING FAMILIAR WITH ALL UTILITY REQUIREMENTS SET FORTH ON THE PLANS IN THE TECHNICAL SPECIFICATIONS AND SPECIAL PROVISIONS.

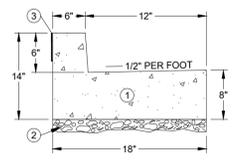
811 Call before you dig
 It's a free service



HEAVY DUTY BITUMINOUS PAVEMENT
N.T.S.

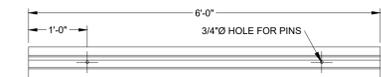


LIGHT DUTY BITUMINOUS PAVEMENT
N.T.S.

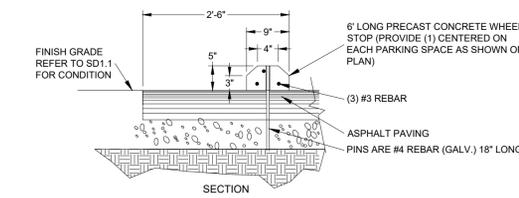


NOTES:
ALL CONCRETE SHALL BE 3,500 PSI CONCRETE. EXPANSION JOINTS ARE REQUIRED AT A MINIMUM OF 50' INTERVALS. CONTRACTION JOINTS ARE REQUIRED OF A MINIMUM OF 10' INTERVALS.
3 1/2" MINIMUM LIFT OF COMPACTED CRUSHED STONE BASE
EXPANSION JOINT SHALL BE USED WHEN SIDEWALK / DRIVE ENTRANCE IS FLUSH TO BACK OF CURB.

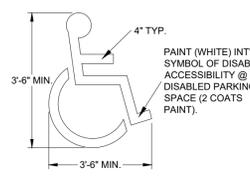
STANDARD CURB
N.T.S.



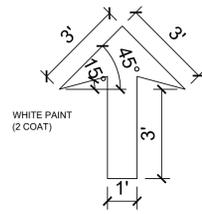
WHEEL STOP
N.T.S.



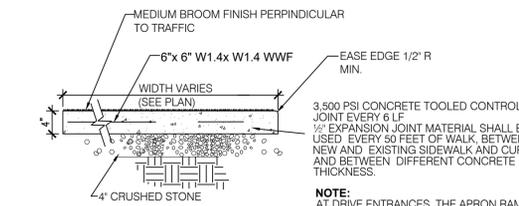
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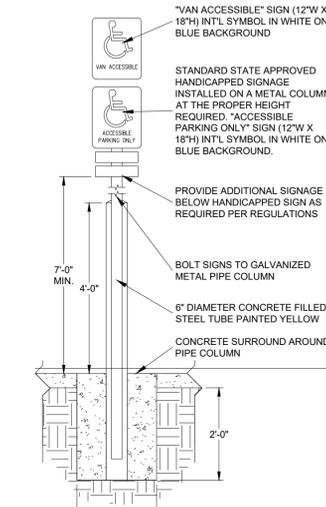
HANDICAP SYMBOL
N.T.S.



DIRECTIONAL ARROW
N.T.S.

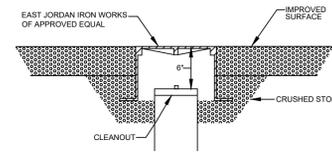


SIDEWALK
N.T.S.

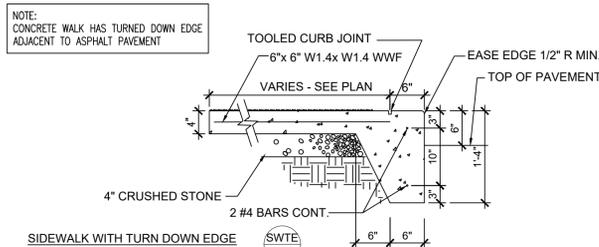


HANDICAP PARKING SIGN
N.T.S.

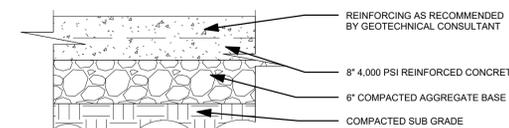
HANDICAP VAN PARKING SIGN
N.T.S.



SANITARY CLEANOUT
N.T.S.

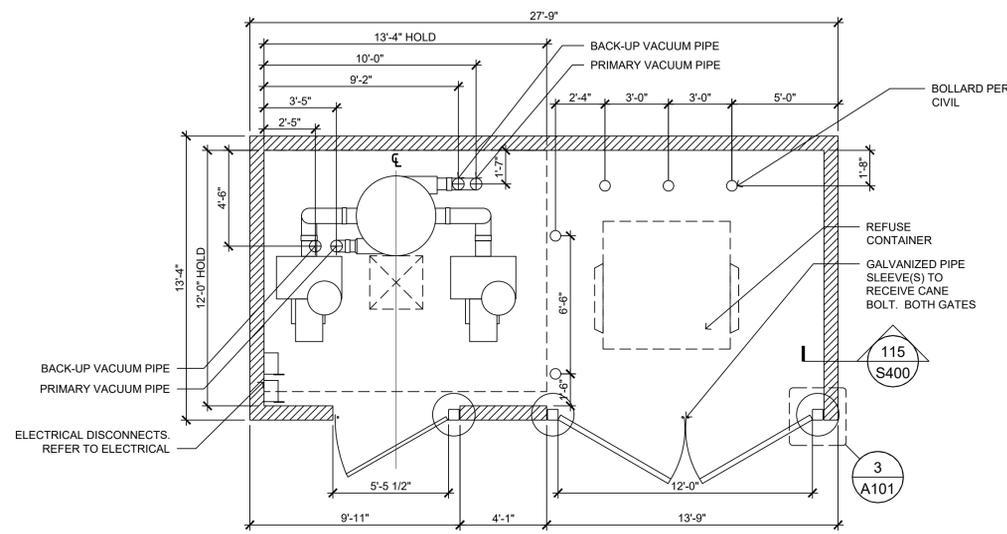


SIDEWALK WITH TURN DOWN EDGE
N.T.S.

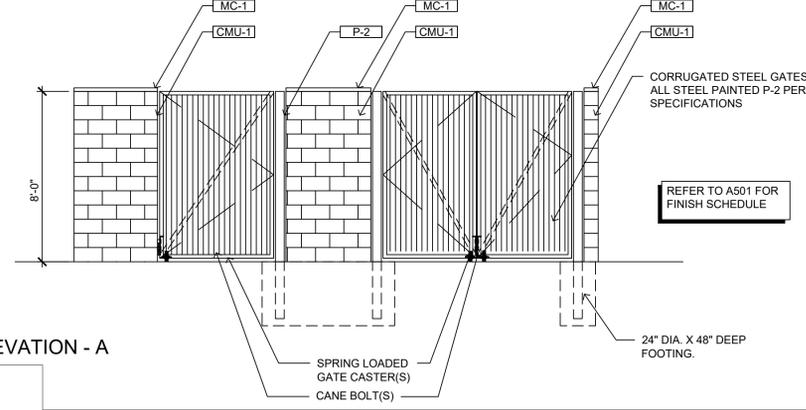


HEAVY DUTY CONCRETE PAVEMENT
N.T.S.

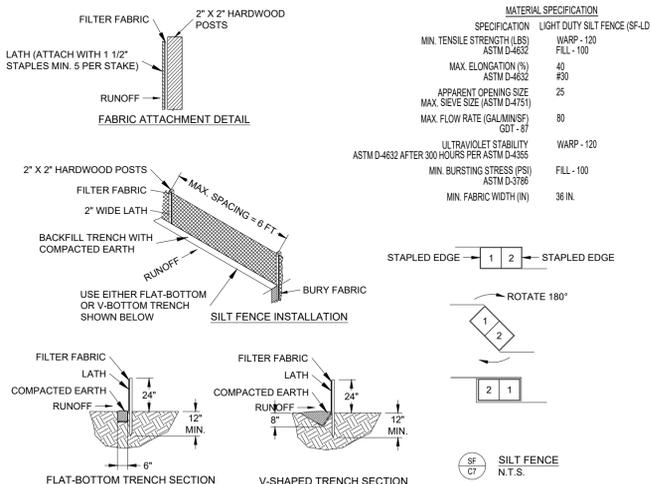
HDCEP
C7



DUMPSTER ENCLOSURE

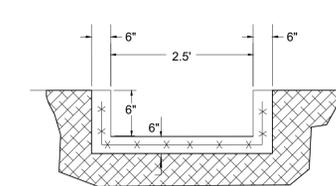


ELEVATION - A

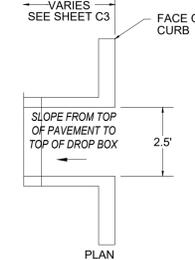


MATERIAL SPECIFICATION

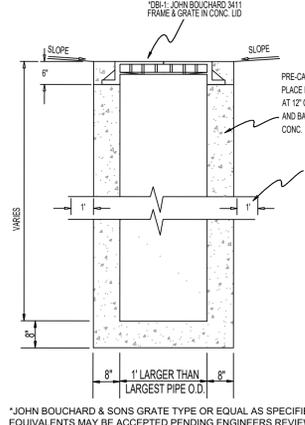
| SPECIFICATION | LIGHT DUTY SILT FENCE (SF-LD) |
|---|-------------------------------|
| MIN. TENSILE STRENGTH (LBS) | WARP - 120 |
| ASTM D-4632 | FILL - 100 |
| MAX. ELONGATION (%) | 40 |
| ASTM D-4632 | #30 |
| APPARENT OPENING SIZE | 25 |
| MAX. SEW. SIZE (ASTM D-3751) | |
| MAX. FLOW RATE (GAL/MIN/SF) | 80 |
| GDT - 87 | |
| ULTRAVIOLET STABILITY | WARP - 120 |
| ASTM D-4632 AFTER 300 HOURS PER ASTM D-4355 | FILL - 100 |
| MIN. BURSTING STRESS (PSI) | ASTM D-3786 |
| MIN. FABRIC WIDTH (IN) | 36 IN. |



SECTION
2.5" CURB CUT



CONCRETE FLUME
N.T.S.



DROP BOX INLET
N.T.S.

REVISIONS

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| | |

TAKE 5 CAR WASH
BELLEVILLE CROSSING ST.
BELLEVILLE, IL 62226

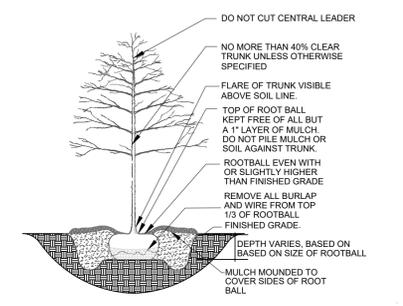
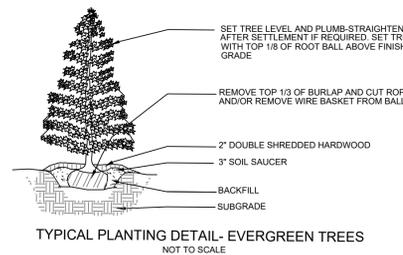
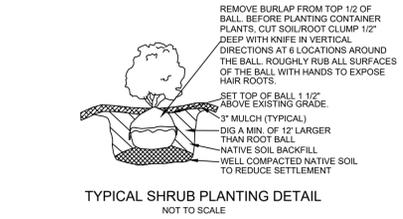
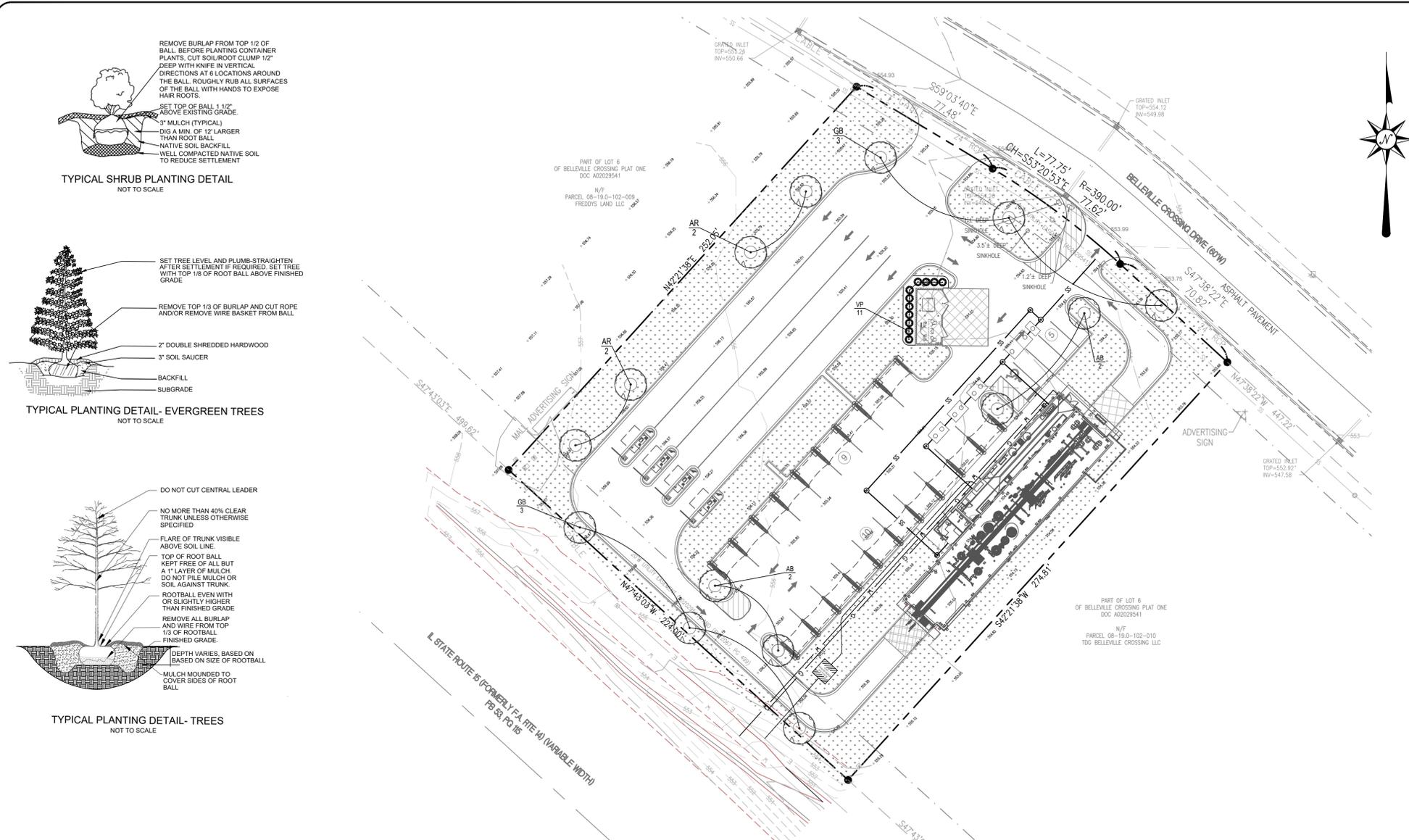
BRANDY ZACKERY, P.E.
P.O. BOX 1338
BOWLING GREEN, KY 42101
PHONE (270) 780-9445

JOB NUMBER: 22-3119-L
DATE: 05/25/2022
SCALE: 1" = 30'
DRAWN BY: B. McDANIEL
CHECKED BY: B.ZACKERY
APPROVED BY:
B.ZACKERY



SIGNATURE:
Brandy Gayle Zackery
DATE: 05/25/2022
LICENSE EXPIRATION:
11/30/2022

C7
SITE
DETAILS



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LANDSCAPE NOTES:

- PLANT MATERIALS SHALL CONFORM IN SIZE AND GRADE TO AMERICAN STANDARDS FOR NURSERY STOCK. PLANT MATERIALS SHALL BE OF STANDARD QUALITY TRUE TO NAME AND TYPE, AND FIRST CLASS REPRESENTATIVES OF THEIR SPECIES OR VARIETY. PLANTS SHALL BE CAREFULLY LABELED AND SIZES NOTED. RIGHT IS RESERVED TO REJECT PLANTS CONSIDERED AS UNSATISFACTORY. REJECTED PLANTS SHALL BE REMOVED FROM SITE. PLANTS SHOULD NOT BE PRUNED PRIOR TO DELIVERY. HEADING-BACK PLANTS TO MEET SIZES INDICATED IN DRAWINGS SCHEDULE WILL NOT BE PERMITTED.
- PLANTS & TREES
 - CONTRACTOR SHALL STAKE THE LOCATION OF EACH TREE AND SHRUB IN ACCORDANCE WITH THE LOCATIONS SHOWN ON THE DRAWINGS. STAKING AND LAYOUT WORK SHALL BE DONE SUFFICIENTLY IN ADVANCE OF PLANTING OPERATION TO PERMIT THE LANDSCAPE DESIGNER TO CHECK, REVISE IF DESIRED, AND APPROVE THE LOCATIONS BEFORE DIGGING OPERATIONS BEGIN.
 - EXCAVATE PLANTING BEDS AND POCKETS TO A DEPTH REQUIRED FOR PLANTINGS.
 - ANY ROCK OR OTHER UNDERGROUND OBSTRUCTION SHALL BE REMOVED TO DEPTH NECESSARY TO PERMIT PLANTING ACCORDING TO THESE SPECIFICATION.
 - IN GENERAL, CONTRACTOR SHALL THOROUGHLY WATER ALL PLANTED AREAS AFTER PLANTING AND IN DRY WEATHER USE ENOUGH WATER TO THOROUGHLY SOAK ALL TREE PITS BEFORE PLANTING. CONTRACTOR SHALL MAKE NECESSARY ARRANGEMENTS IN ADVANCE OF START OF THE WORK TO INSURE THAT AN ADEQUATE SUPPLY OF WATER AND WATERING EQUIPMENT ARE AVAILABLE WHEN REQUIRED.
- MULCHING
 - MULCH TOP OF ROOT BALL AND SAUCER WITHIN 48 HOURS TO A MINIMUM DEPTH OF 2" AND TO A DEPTH NOT TO EXCEED 3".
 - ALL SHADE AND FLOWERING TREES SHALL BE MULCHED WITH THREE (3) INCHES THICK (SETTLED) AND COVERING AN AREA TWELVE (12) INCHES GREATER THAN THE DIAMETER OF PIT.
- PLANT MAINTENANCE
 - MAINTENANCE SHALL BEGIN IMMEDIATELY AFTER EACH PLANT IS PLANTED AND SHALL CONTINUE FOR 90 DAYS AFTER THE LAST PLANT HAS BEEN INSTALLED.
 - ALL PLANTS SHALL BE KEPT IN A GROWING, HEALTHY CONDITION BY WATERING, PRUNING, SHEARING, SPRAYING, TIGHTENING OF GUYS, STRAIGHTENING OF PLANTS WHICH LEAN OR SAG, LIFTING PLANTS WHICH DEVELOP MORE THAN NORMAL SETTLEMENT, WEEDING, AND BY ANY OTHER NECESSARY OPERATION OF MAINTENANCE. KEEP ALL PLANTING AREAS FREE OF WEEDS AND UNDESIRABLE GRASSES.
 - DURING THE MAINTENANCE PERIOD, PLANTS IN AN UNHEALTHY OR BADLY IMPAIRED CONDITION, SHALL BE REMOVED AND REPLACED IMMEDIATELY USING SPECIFIED MATERIAL.
- ACCEPTANCE AND GUARANTEE
 - ANY PLANT REQUIRED UNDER THIS CONTRACT THAT IS DEAD OR WITHOUT SATISFACTORY GROWTH, AS DETERMINED BY THE LANDSCAPE ARCHITECT, SHALL BE REMOVED AND REPLACED IN NEXT SPECIFIED PLANTING SEASON. ANY REPLACEMENTS SHALL BE PLANTS OF THE SAME KIND AND SIZE AS SPECIFIED AND REPLANTED IN SAME LOCATION FROM WHICH DEAD PLANT WAS REMOVED AND SHALL BE REPLACED AT NO ADDITIONAL COST.
 - ALL PLANT MATERIAL SHALL HAVE A ONE YEAR WARRANTY FOR REPLACEMENT.
- DURING THE BIDDING PROCESS, NO PLANTS MAY BE SUBSTITUTED FOR A DIFFERENT PLANT. THE PLAN MUST BE BID AS DRAWN.
- THE LANDSCAPE CONTRACTOR SHALL BE REQUIRED TO COME BACK AFTER ONE YEAR OF ACCEPTANCE OF THE PLANTING TO REMOVE ANY STAKES OR GUY WIRES THAT MAY HAVE BEEN USED
- ANY DISCREPANCY BETWEEN THE PLANTING PLAN AND THE PLANT SCHEDULE SHALL BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT AND THE QUANTITIES SHOWN ON THE PLAN SHALL TAKE PRECEDENCE OVER THE PLANT SCHEDULE.
- THE OWNER RESERVES THE RIGHT TO ALTER THE PLANTING PLAN AS SHOWN IN THE AREA OF THE FOUNDATION.

MULCH: ALL SHRUBS THAT ARE SHOWN IN GROUPINGS, SHALL BE MULCHED IN A PLANT BED WITH SHREDDED HARDWOOD MULCH TO A MINIMUM OF 2" AND NOT GREATER THAN 3" IN DEPTH. IN AREAS OF STEEP SLOPES A FINE GRADE (NEARLY INVISIBLE) PLASTIC NETTING MAY BE USED TO STABILIZE THE MULCH BED.

ANNUALS AND PERENNIALS: ANY DESIRED ANNUALS AND PERENNIALS MAY BE DETERMINED BETWEEN THE PROPERTY OWNER AND THE LANDSCAPE CONTRACTOR FOR DESIRED COLOR PALETTE.

PERIMETER PLANTINGS

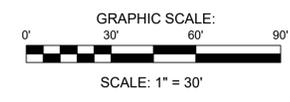
| STREET TREES |
|--|
| STANDARD: |
| LARGE TREES PLANTED NO CLOSER THAN 50' IN PROXIMITY TO EACH OTHER |
| TREES MUST BE 5' MINIMUM LATERAL DISTANCE FROM WATER LINES |
| LARGE TREES MUST BE 4' MINIMUM LATERAL DISTANCE FROM CURB SIDE WALK |
| TREES PLANTED 35' AWAY FROM CURB INTERSECTIONS AND 10' FROM FIRE PLUGS |

PLANT SCHEDULE

| KEY | QTY. | BOTANICAL NAME | COMMON NAME | SIZE | ROOT | REMARKS |
|-------|------|-----------------------------|-------------------|------------|-----------|---------------|
| TREES | | | | | | |
| AR | 4 | ACER BIERGERIANUM | TRIDENT MAPLE | 1 3/4" CAL | CONT. 888 | WELL BRANCHED |
| AR | 4 | ACER RUBRUM 'OCTOBER GLORY' | RED MAPLE | 1 3/4" CAL | CONT. 888 | WELL BRANCHED |
| GB | 6 | GINKGO BILOBA (MALE ONLY) | GINKGO | 1 3/4" CAL | CONT. 888 | WELL BRANCHED |
| TREES | | | | | | |
| VP | 11 | VIBURNUM X PRAGENSE | PRAGENSE VIBURNUM | 24" HT. | CONT. 888 | WELL BRANCHED |

AREA OF SOD: 2,380 SQUARE YARDS. SOD TO BE A LOCALLY GROWN TYPE FESCUE. SOD TO BE PLACED WITHIN 24 HOURS OF HARVEST.

TOTAL VEHICULAR USE AREA: 29,585.73 SF
 REQ'D. INTERIOR LANDSCAPING: 1,479.29 SF (5%)
 PROV. INTERIOR LANDSCAPING: 1604.83 SF (5.4%)



REVISIONS

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| | |

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CITY OF BELLEVILLE
ECONOMIC DEVELOPMENT, PLANNING AND ZONING DEPARTMENT

APPLICATION FOR SITE PLAN

Subject Property Address: 5600 Belleville Crossing, Belleville, IL 62226

Applicant/Developer Name: Boing US Holdco, Inc.

Mailing Address: 440 South Church Street, Suite 700

City: Charlotte State: NC Zip: 28202

Telephone: (704) 377 - 8855 Email: PropertyManagement@drivenbrands.com

Property Owner Name: TDG Belleville Crossing, LLC

Mailing Address: c/o The Desco Group, Inc., 25 N. Brentwood Boulevard

City: St. Louis State: MO Zip: 63105

Telephone: 314/550-4390 Email: manthon@descogroup.com

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) Jorge Juan Primo Planta 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. Boing US Holdco, Inc. By: Jorge Juan Primo Planta, VP of Real Estate Development

Signature of Applicant: [Signature] Date: 5/12/2022

Subscribed and Sworn to before this 12 day of May A.D., 20 22.
(day) (month) (year)

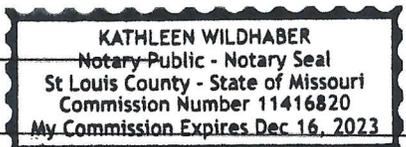
Notary Public: [Signature]
FLORIDA NOTARY ASSOCIATION
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG928975
Expires 10/28/2023

(Printed Owner) Mike Ashton, Agent for owner 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: [Signature] Date: 5/25/22

Subscribed and Sworn to before this 25th day of May A.D., 20 22.
(day) (month) (year)

Notary Public: [Signature]



Site Information:

Legal Description: Lots/Section(s): Part of Lot 6 Block(s): _____

Subdivision: Belleville Crossing Plat One

Project Name: Take 5 Car Wash

Current Zoning: C2 - Heavy Commercial

Current Use: Vacant (Undeveloped)

Proposed Use of Building: Car Wash

Square Footage of Existing Building: N/A

Square Footage of Proposed Building: +/- 4,020 SQ. FT.

Typical Review Process:

- Completed Application submitted to Economic Development, Planning, and Zoning Department by noon on the last Friday of Month A.
- Staff completes two week review and returns comments to the Applicant.
- If necessary, staff meets with Applicant the 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.
- If applicable, 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
407 E. Lincoln St.
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: Brandy Zackery Title: Engineer/ Consultant
Business Name: Arnold Consulting Engineering Services, INC.
Street Address: 1136 South Park Drive, Unit 201
City: Bowling Green State: KY Zip: 42103
Telephone: (270) 780 - 9445
Email: bzackery@a-ces.com

Engineer: Brandy Zackery
Business Name: Arnold Consulting Engineering Services, INC
Street Address: 1136 South Park Drive, Unit 201
City: Bowling Green State: KY Zip: 42103
Telephone: (270) 780 - 9445
Email: bzackery@a-ces.com

Architect: Micah Smith
Business Name: Cor3design
Street Address: 201 Riverplace, Suite 401
City: Greenville State: SC Zip: 29601
Telephone: (864) 451 - 5288
Email: msmith@cor3design.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.)

ZONING BOARD OF APPEALS, CITY OF BELLEVILLE, ILLINOIS

ADVISORY REPORT

Application for Amendment: Tonya Clark

Application Filed: 05/25/2022

34-JUN22 Tonya Clark: Request for a Special Use permit for a liquor license at 5300 North Belt West (08-18.0-208-008) located in a "C-2" Heavy Commercial District. (Applicable sections of the zoning code: 162.248, 162.515) Ward 8

Present Zoning: C-2

Meeting Held: 07/13/2022

Publication in News Democrat: 05/31/2022

Supporters: None

Objectors: None

Additional public comments: None

Aldermen Present: None

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

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

34-JUN22 Tonya Clark: A motion was made to APPROVE a Request for a Special Use permit for a liquor license IN THE NAME OF THE APPLICANT ONLY at 5300 North Belt West (08-18.0-208-008) located in a "C-2" Heavy Commercial District by Deborah Brennan. It was seconded by Ryan Moore. The motion carried 6-0 with all present members voting in the affirmative.

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

Director

Date

ZONING BOARD OF APPEALS, CITY OF BELLEVILLE, ILLINOIS

ADVISORY REPORT

Application for Amendment: Chala Molton

Application Filed: 05/24/2022

35-JUN22 Chala Molton: Request for a Special Use permit for a liquor license at 15 N. 47th St. (08-07.0-412-006) located in a "C-2" Heavy Commercial District. (Applicable sections of the zoning code: 162.248, 162.515) Ward 8 (7:19 PM)

Present Zoning: C-2

Meeting Held: 07/13/2022

Publication in News Democrat: 05/31/2022

Supporters: None

Objectors: None

Additional public comments: None

Aldermen Present: None

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

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

35-JUN22 Chala Molton: A motion to APPROVE the Request for a Special Use permit for a liquor license at 15 N. 47th St. (08-07.0-412-006) located in a "C-2" Heavy Commercial District IN THE NAME OF THE APPLICANT ONLY by Ryan Moore. It was seconded by Tim Price. The motion carried 6-0 with all present members voting in the affirmative.

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

Director

Date

ZONING BOARD OF APPEALS, CITY OF BELLEVILLE, ILLINOIS

ADVISORY REPORT

Application for Amendment: Ilesha Underwood

Application Filed: 06/01/2022

38-JUN22 Ilesha Underwood: Request for a Special Use permit for a liquor license at 4715 W. Main St. (08-07.0-412-009) located in a "C-2" Heavy Commercial District. (Applicable sections of the zoning code: 162.248, 162.515) Ward 4 (7:38 PM)

Present Zoning: C-2

Meeting Held: 07/13/2022

Publication in News Democrat: 05/31/2022

Supporters: None

Objectors: None

Additional public comments: None

Aldermen Present: None

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

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

38-JUN22 Ilesha Underwood: A motion to APPROVE the Request for a Special Use permit for a liquor license at 4715 W. Main St. (08-07.0-412-009) located in a "C-2" Heavy Commercial District IN THE NAME OF THE APPLICANT ONLY by Ryan Moore. It was seconded by Steve Zimmerman. The motion carried 6-0 with all present members voting in the affirmative.

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

Director

Date

ZONING BOARD OF APPEALS, CITY OF BELLEVILLE, ILLINOIS

ADVISORY REPORT

Application for Amendment: Ilesha Underwood

Application Filed: 06/01/2022

39-JUN22 Ilesha Underwood: Request for a Special Use permit for a liquor license at 103 N. 47th St. (08-07.0-413-006) located in a "C-2" Heavy Commercial District. (Applicable sections of the zoning code: 162.248, 162.515) Ward 4

Present Zoning: C-2

Meeting Held: 07/13/2022

Publication in News Democrat: 05/31/2022

Supporters: DeCarlos Underwood

Objectors: None

Additional public comments: None

Aldermen Present: None

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

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

39-JUN22 Ilesha Underwood: A motion to APPROVE the Request for a Special Use permit for a liquor license at 103 N. 47th St. (08-07.0-413-006) located in a "C-2" Heavy Commercial District IN THE NAME OF THE APPLICANT ONLY by Ryan Moore. It was seconded by Steve Zimmerman. The motion carried 6-0 with all present members voting in the affirmative.

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

Director

Date



Name of Event: Drivin n Crayin
Date of Event: Wed 081022

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: Drivin n Crayin

Date of Event: Wed 081022 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:

| 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

Barron van Kraacker

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

DRIVEN BY
W 081022

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

OFFICE USE ONLY

Name of Event: ITEM 4 City Council

Date of Event: 7/28/22

| <p>CHECKLIST (FOR USE BY CITY PERSONNEL ONLY)</p> | <p>EVENT INFORMATION (FOR USE BY CITY PERSONNEL ONLY) Completed application/documentation to be sent to city staff prior to meeting. Meeting will be scheduled with all city staff and a representative of the event.</p> |
|--|--|
| <p><input checked="" type="checkbox"/> Application</p> <p><input type="checkbox"/> Event Map</p> <p><input type="checkbox"/> Insurance Certificate</p> | <p>Date Received by City Clerk's Office: <u>7/28/22</u> <small>VIA EMAIL</small></p> <p>Scheduled Meeting Date: _____</p> <p>Date Approved by Staff: _____</p> <p>Date on Council Agenda: _____</p> <p>Notification Sent to Event Representative of Council Meeting: _____</p> |
| <p><input type="checkbox"/> Approved on: _____ <input type="checkbox"/> Denied on: _____</p> <p>Notification Sent to Event Representative of Council Approval/Denial on: _____</p> | |

STAFF REVIEW SECTION

Police Department: SITUATIONAL AWARENESS

APPROVED DENIED DATE: 7-28-22 INITIALS: CM # 480

Fire Department: _____

APPROVED DENIED DATE: _____ INITIALS: _____

Public Works: Barricades Needed

APPROVED DENIED DATE: 7/28/22 INITIALS: CM

Maintenance Department: _____

APPROVED DENIED DATE: _____ INITIALS: _____

Jenny Meyer

From: Jenny Meyer
Sent: Thursday, July 28, 2022 11:28 AM
To: Lincoln Theatre
Cc: Jason Poole; Craig Maue; Capt Chris Mattingly; MSgt Rob Rust; Kathy Kaiser; Dean Hardt; rwangelin; Erin Clifford; Niccy Cook
Subject: DRIVIN N CRYIN CONCERT

Dave:

Staff reviewed your request for the Drivin N Cryin event.

Below is a synopsis of that meeting for your records:

Event:

- Wednesday, August 10, 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 10 parking spots for safety zone/trailer parking

Public Works:

- Deliver barricades on Tuesday, August 9, 2022
- Pick-up barricades on Thursday, August 11, 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 Monday, August 1, 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: Belleville Indie Markt
 Date of Event: Sat 08/13/22

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): Sweet Honey LLC / Forks + Sticks DBA Seven Belleville

Name of Event: The Belleville Indie Market* Rescheduled

Date of Event: 08/13/22 Event Starting Time: 6 PM Event Ending Time: 10 PM

Street Closure Time: 3 PM Street Re-Open Time: 11 PM

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

| Name | Address | Phone | Email |
|-------------------|------------|------------|-----------------------------|
| Ash Satterthwaite | [REDACTED] | [REDACTED] | sweethoneystlouis@gmail.com |
| | | | |
| | | | |
| | | | |

Number of people (300+) animals () vehicles () expected to participate.

Describe the event in detail:

A request to reschedule our postponed 07/23 event - due to excessive heat advisory + inoperable street lights. .. same exact event .. 30+ vendors one night only.

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

Street closure S High St from East Main to East Washington St.

072322 cancelled due to heat

Special Lia License

OFFICE USE ONLY
Name of Event: Belleville Indu Mkt
Date of Event: Sat 08/22

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

S High from E Main to E Washington

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: 4
 - Picnic Tables Yes No Number Requested: 3
 - Sanitation Vehicle and Manpower Yes No
 - Electric (if available) (note on map location(s)) Yes No Number Requested: _____
 - Music Yes No Times: 6-10 pm
 - Barricades Yes No Number Requested: 4
- 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] Signature of Person Making Application Ash Satterthwaite Printed Name of Person Making Application

[Redacted] Mailing Address
[Redacted] Phone Number sweethoneystlouis@gmail.com E-mail

DATE OF APPLICATION: 07/25/22

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: Selmaville Lodge Meet

Date of Event: Sat 08/13/22

| | |
|--|--|
| <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>07/26/22</u></p> <p>Scheduled Meeting Date: <u>07/28/22</u></p> <p>Date Approved by Staff: _____</p> <p>Date on Council Agenda: _____</p> <p>Notification Sent to Event Representative of Council Meeting: _____</p> |
| <p><input type="checkbox"/> Approved on: _____ <input type="checkbox"/> Denied on: _____</p> <p>Notification Sent to Event Representative of Council Approval/Denial on: _____</p> | |

STAFF REVIEW SECTION

Police Department: SIT. AWARENESS

APPROVED DENIED DATE: 7/28/22 INITIALS: cm # 480

Fire Department: _____

APPROVED DENIED DATE: _____ INITIALS: _____

Public Works: Barricades for Street Closure,
No Parking signage, 4 tofers,
3 picnic tables

APPROVED DENIED DATE: 7/28/22 INITIALS: cm

Maintenance Department: _____

APPROVED DENIED DATE: _____ INITIALS: _____

Jenny Meyer

From: Jenny Meyer
Sent: Thursday, July 28, 2022 10:28 AM
To: 'stephanie@sevenbelleville.com'; 'Ashlee Satterthwaite'
Cc: Jason Poole; Craig Maue; Lt Chris Mattingly; MSgt Rob Rust; Kathy Kaiser; Dean Hardt; Erin Clifford; Niccy Cook; rwangelin
Subject: Belleville Indie Market RESCHEDULED

Ash:

Staff met this morning to review the changes/rescheduling of Belleville Indie Market. See below in **purple** for the changes discussed.

This will go to City Council, Monday, August 1, 2022, 7:00pm, City Hall Council Chambers, 101 South Illinois Street, Belleville, Illinois for final approval.

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

From: Jenny Meyer

Sent: Tuesday, March 29, 2022 11:38 AM

To: stephanie@sevenbelleville.com; Ashlee Satterthwaite <sweethoneystlouis@gmail.com>

Cc: Jason Poole <jpoole@belleville.net>; jhartmann <jhartmann@belleville.net>; Craig Maue <cmaue@belleville.net>; Lt Chris Mattingly <mattinglyc@bellevillepolice.org>; MSgt Rob Rust <rustr@bellevillepolice.org>; jpenet <jpenet@belleville.net>; Kathy Kaiser <kkaiser@belleville.net>; Dean Hardt <dhardt@belleville.net>; Erin Clifford <eclifford@belleville.net>; Niccy Cook <ncook@belleville.net>

Subject: Belleville Indie Market

Ash:

Thanks for talking with staff this morning regarding Belleville Indie Market. Please see below for a synopsis of the discussion:

Event:

- Belleville Indie Market
- ~~Saturday, July 23, 2022~~
- **Saturday, August 13, 2022**
- 6:00pm to 10:00pm
- Music 6:00pm to 10:00pm

Street Closure Request:

- ~~Saturday, July 23, 2022~~
- **Saturday, August 13, 2022**
- 3:00pm to 11:00pm
- South High Street from East Main to East Washington

Public Works:

- Deliver barricades on Friday, ~~July 22, 2022~~ **August 12, 2022** and pick-up on Monday, ~~July 25, 2022~~ **August 15, 2022**
- Deliver ~~6~~ **4** trash toters on Friday, ~~July 22, 2022~~ **August 12, 2022** and pick-up on Monday, ~~July 25, 2022~~ **August 15, 2022**
- Deliver ~~8~~ **3** picnic tables on Friday, ~~July 22, 2022~~ **August 12, 2022** and pick-up on Monday, ~~July 25, 2022~~ **August 15, 2022**
- Organizers responsible for closing/opening streets and to place all items back in their drop-off location for pick-up on Monday, ~~July 25, 2022~~ **August 15, 2022**

Police Department:

- Situational awareness

Fire Department:

- Situational awareness

Maintenance Department:

- Situational awareness

Miscellaneous:

- **Submit a Certificate of Insurance naming the City of Belleville as an additional insured in the amount of \$1 million dollars per person and \$2,000,000 aggregate. (City of Belleville, 101 South Illinois Street, Belleville, IL 62220)**

- Contact Erin to discuss transfer of Special Event Liquor License to new date along with updated Certificate of Insurance. Erin Clifford, Mayor's Administrative Assistant, (618) 233-6810.
- *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 Monday, April 4, 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



OFFICE USE ONLY
 Name of Event: Kurt Mueller Mem Concert
 Date of Event: Th 08/18/22

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): Mueller Furniture
 Name of Event: Kurt Mueller Memorial Concert - Paduborn Square
 Date of Event: Aug 18, 2022 Event Starting Time: 7:00pm Event Ending Time: 9:00pm
 Street Closure Time: 6:00pm Street Re-Open Time: 9:15pm

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

| Name | Address | Phone | Email |
|--------------------|--------------------------|------------|-------------------------------------|
| <u>Jim Mueller</u> | <u>1004 East Main St</u> | [REDACTED] | <u>lynwood@muellerfurniture.com</u> |
| | | | |
| | | | |

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

Describe the event in detail:
Killer Whales Band playing

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

Paduborn Square

Name of Event: Kurt Mueller Memorial Concert
Date of Event: Th 081822

Are you requesting streets to be closed? If so, list specifics below and note on map of event route:
Yes - Main + North Church

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: 4
 - Picnic Tables Yes No Number Requested: 8-10
 - Sanitation Vehicle and Manpower Yes No
 - Electric (if available) (note on map location(s)) Yes No Number Requested: from 227 E MAIN
 - Music Yes No Times: 7-9 pm
 - Barricades Yes No Number Requested: 4 Barricades
- 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] Lynwood Mueller
 Signature of Person Making Application Printed Name of Person Making Application
1004 East Main Street, Belleville, IL 62220
 Mailing Address
 Phone Number _____ E-mail _____

DATE OF APPLICATION: 7/18/22

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: Kory Wootley Memorial Concert
Date of Event: 10/18/22

| CHECKLIST (FOR USE BY CITY PERSONNEL ONLY) | EVENT INFORMATION (FOR USE BY CITY PERSONNEL ONLY) Completed application/documentation to be sent to city staff prior to meeting. Meeting will 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>07/19/22</u> Scheduled Meeting Date: <u>07/26/22</u> Date Approved by Staff: _____ Date on Council Agenda: _____ Notification Sent to Event Representative of Council Meeting: _____ |
| <input type="checkbox"/> Approved on: _____ <input type="checkbox"/> Denied on: _____ Notification Sent to Event Representative of Council Approval/Denial on: _____ | |

STAFF REVIEW SECTION

Police Department: Sir. Awareness

APPROVED DENIED DATE: 7/28/22 INITIALS: cm #480

Fire Department: _____

APPROVED DENIED DATE: _____ INITIALS: _____

Public Works: Borriades Street Closure,
10 picnic tables, 4 Toters
No Parking Signage

APPROVED DENIED DATE: 7/28/22 INITIALS: cm

Maintenance Department: _____

APPROVED DENIED DATE: _____ INITIALS: _____

Jenny Meyer

From: Jenny Meyer
Sent: Thursday, July 28, 2022 11:47 AM
To: 'lynwood@muellerfurniture.com'
Cc: Jason Poole; Craig Maue; Capt Chris Mattingly; MSgt Rob Rust; rwangelin; Kathy Kaiser; Dean Hardt; Erin Clifford; Niccy Cook
Subject: Kurt Mueller Memorial Concert

Lynwood:

Staff reviewed your request for the Kurt Mueller Memorial Concert

Below is a synopsis of the event:

Event:

- Kurt Mueller Memorial Concert
- Thursday, August 18, 2022
- 7:00pm to 9:00pm
- Music: 7:00pm to 9:00pm

Street Closure:

- Use of Paderborn Square
- North Church Street from East Main to alley entrances
- 5:00pm to 9:15pm

Public Works:

- Deliver 10 picnic tables on Thursday, August 18, 2022 to Paderborn Square and pick-up Friday, August 19, 2022
- Deliver 4 trash totes on Thursday, August 18, 2022 to Paderborn Square and pick-up Friday, August 19, 2022
- Organizers responsible to place picnic tables and trash totes in their drop-off location for pick-up
- Deliver barricades on Thursday, August 18, 2022 to Paderborn Square and pick-up Friday, August 19, 2022
- Organizers responsible for closing/opening street at allotted times as approved by Council

Police Department:

- Situational awareness

Fire Department:

- Situational awareness

Maintenance Department:

- Electric available from 227 East Main Street (verify outdoor outlet functioning or provide access to interior electric)

Miscellaneous:

- Submit a Certificate of Insurance naming the City of Belleville as an additional insured in the amount of \$1 million dollars per person and \$2,000,000 aggregate. (City of Belleville, 101 South Illinois Street, Belleville, IL 62220)
- *The City of Belleville would like to provide additional promotion for your event. Upon approval by the City Council, please contact Kathy Kaiser, kkaiser@belleville.net; 618-233-6810 to coordinate*

Your request will go to City Council for final decision on Monday, August 1, 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



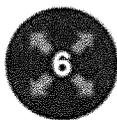
<https://www.belleville.net/>

<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



OFFICE USE ONLY
 Event Name: Knipp Roofing Ribbon Cutting
 Event Date: T 092022

BLOCK PARTY REQUEST

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

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

Name(s) of requester(s): John Haggerty (Knipp Roofing & Ext.)
 Name of Event: Ribbon Cutting Ceremony
 Date of Event: 09/20/22 Event Starting Time: 4:00 pm Event Ending Time: 8:00 pm
 Street Closure Time: 3:30 Street Re-Open Time: 8:00

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

| Name | Address | Phone | Email |
|----------------|---------------|------------|--------------------|
| John Haggerty | 155.10st Bell | [REDACTED] | John@Knipp-Roofing |
| Sandy Haggerty | 155.10st Bell | [REDACTED] | [REDACTED] |
| | | | |
| | | | |

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

| NAME | ADDRESS | SIGNATURE |
|------|---------|-----------|
| | | |
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Reviewed/Created: 06/12/17 JRM
 Revised: 02/26/18 JRM 5/11/21 JRM
 06/29/21 JRM 09/29/21 JRM

block of S 10th in front of 15 S 10th
 alley to alley - alleys remain open
 parking at City lot; hand truck/pathrooms at
 City lot behind parking lot. protect w/ plywood

OFFICE USE ONLY

Event Name:

Knipp Roofing Ribbon Cutting

Event Date:

7/20/22

| CHECKLIST (FOR USE BY CITY PERSONNEL ONLY) | EVENT INFORMATION (FOR USE BY CITY PERSONNEL ONLY) Completed application/documentation to be sent to city staff prior to meeting. Meeting will then be scheduled with all city staff and a representative of the event. |
|---|---|
| <input checked="" type="checkbox"/> Application <input checked="" type="checkbox"/> Event Map <input type="checkbox"/> Insurance Certificate | Date Received by City Clerk's Office: <u>072722</u> Scheduled Meeting Date: <u>072822</u> Date Approved by Staff: _____ Date on Council Agenda: _____ Notification Sent to Event Representative of Council Meeting: _____ |
| <input type="checkbox"/> Approved on: _____ <input type="checkbox"/> Denied on: _____ Notification Sent to Event Representative of Council Approval/Denial on: _____ | |

STAFF REVIEW SECTION

Police Department: SIT. AWARENESS

APPROVED DENIED DATE: 7/28/22 INITIALS: cm # 480

Fire Department: _____

APPROVED DENIED DATE: _____ INITIALS: _____

Public Works: Barricades Needed to Blush Street
10 Picnic Tables Needed

APPROVED DENIED DATE: 7/28/22 INITIALS: cm

Maintenance Department: _____

APPROVED DENIED DATE: _____ INITIALS: _____

Jenny Meyer

From: Jenny Meyer
Sent: Thursday, July 28, 2022 11:37 AM
To: 'john@knipp-roofing.com'; [REDACTED]
Cc: Jason Poole; Craig Maue; Capt Chris Mattingly; MSgt Rob Rust; Kathy Kaiser; Erin Clifford; Dean Hardt; Niccy Cook; rwangelin
Subject: Knipp Roofing Ribbon Cutting Ceremony

John & Sandy:

Staff reviewed your request for the Knipp Roofing Ribbon Cutting Ceremony

Below is a synopsis of the event:

Event:

- Knipp Roofing Ribbon Cutting Ceremony
- Tuesday, September 20, 2022
- 4:00pm to 8:00pm
- Music: 4:00pm to 8:00pm

Street Closure:

- South 10th Street from alley to alley (15 South 10th Street)
- 3:30pm to 8:00pm

Public Works:

- Deliver 10 picnic tables on Tuesday, September 20, 2022 to City Parking Lot at 10th & West Main Street and pick-up Wednesday, September 21, 2022
- Organizers responsible to place picnic tables in their drop-off location for pick-up
- Deliver barricades on Tuesday, September 20, 2022 to City Parking Lot at 10th & West Main Street and pick-up Wednesday, September 21, 2022
- Organizers responsible for closing/opening street at allotted times as approved by Council
- Food Truck and port-a-potty placed on greenspace behind City Parking Lot, organizers to use plywood, if inclement weather place items on City Parking Lot

Police Department:

- Situational awareness

Fire Department:

- Situational awareness

Maintenance Department:

- Situational awareness

Miscellaneous:

- **Submit a Certificate of Insurance naming the City of Belleville as an additional insured in the amount of \$1 million dollars per person and \$2,000,000 aggregate. (City of Belleville, 101 South Illinois Street, Belleville, IL 62220)**
- *The City of Belleville would like to provide additional promotion for your event. Upon approval by the City Council, please contact Kathy Kaiser, kkaiser@belleville.net; 618-233-6810 to coordinate*

Your request will go to City Council for final decision on Monday, August 1, 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



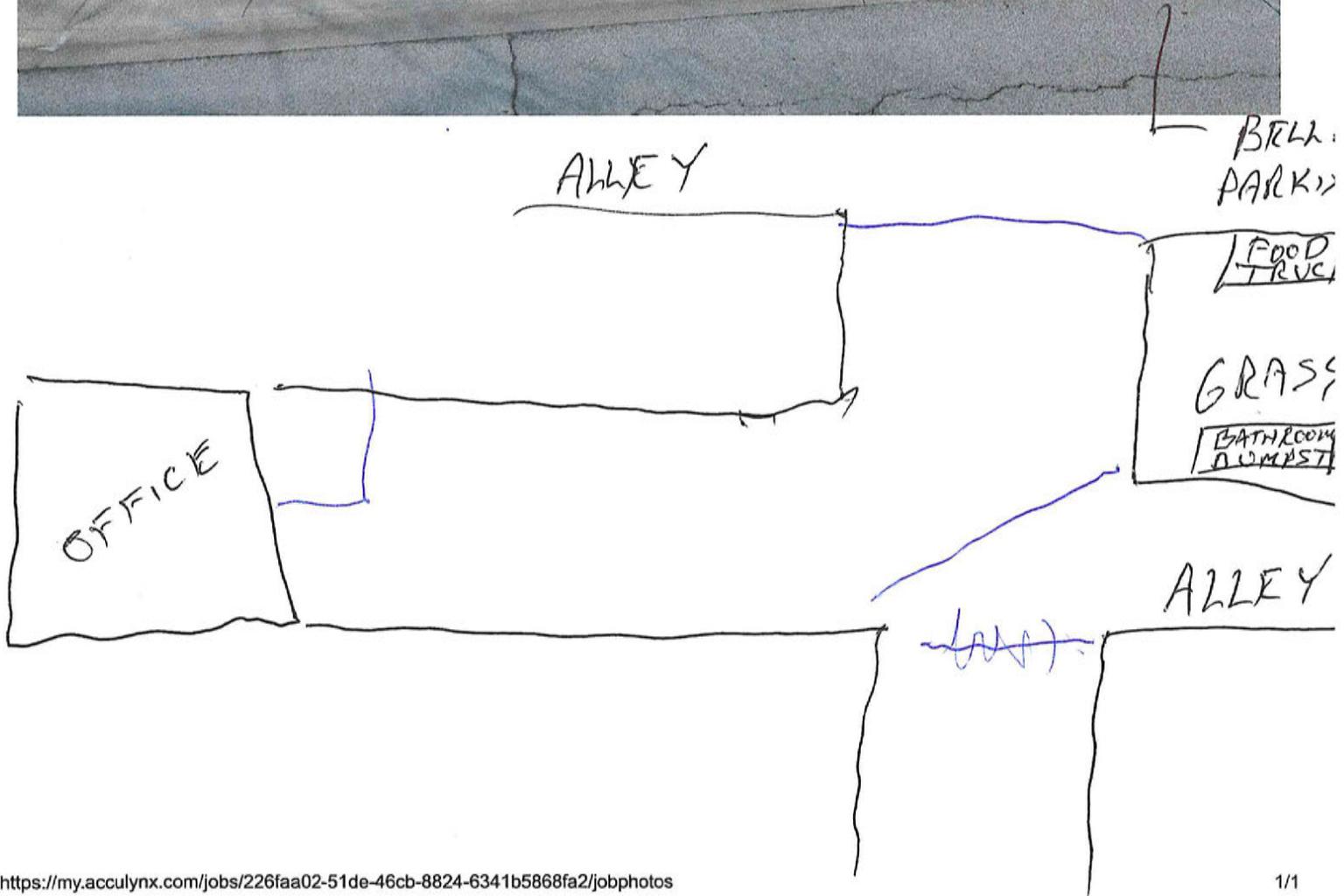
Wash your hands with soap (or use hand sanitizer) frequently

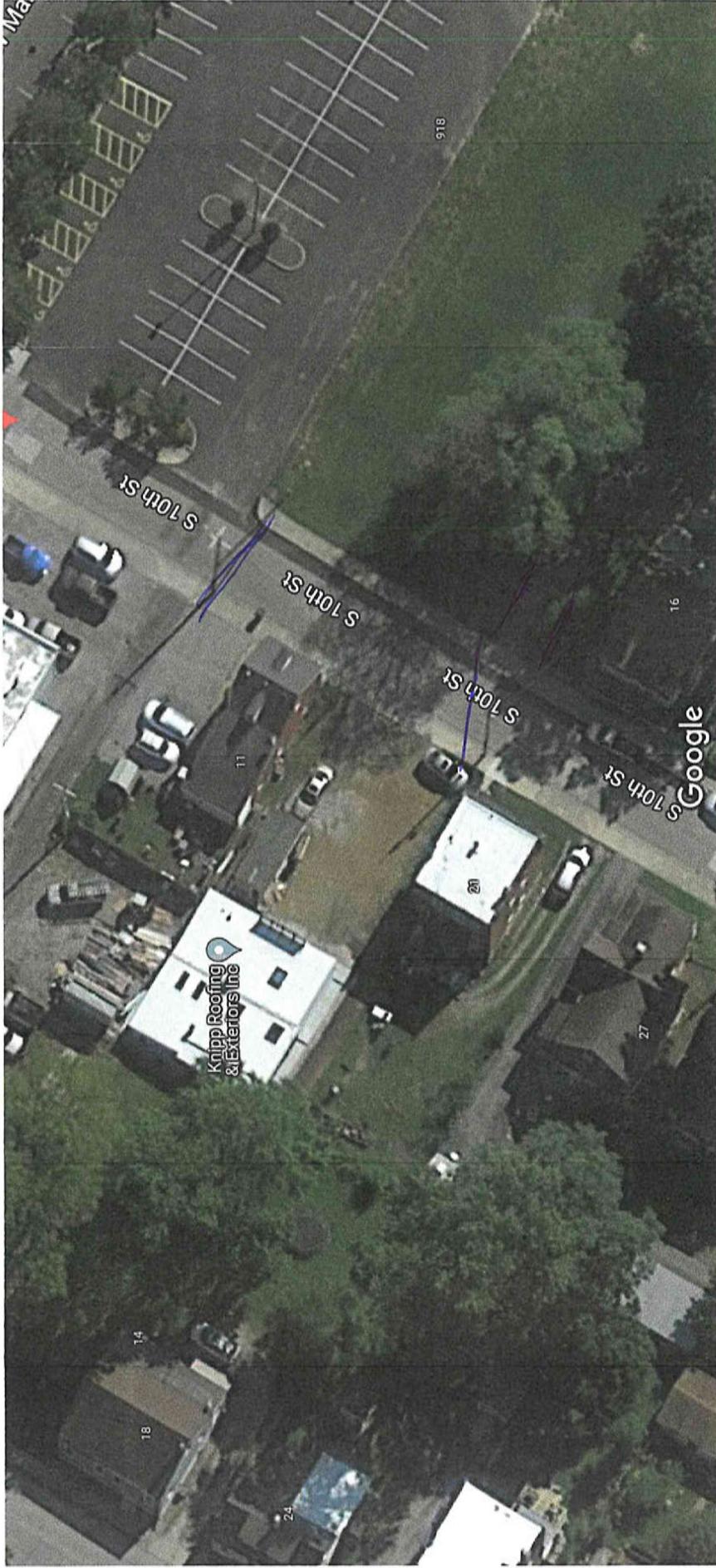


Stay away from sick people



Wear a mask when in public







OFFICE USE ONLY

Name of Event: OKTOBERFEST

Date of Event: FRI 09/16/22
SAT 09/17/22

SPECIAL EVENT REQUEST

072022 Street closure
change

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): OKTOBERFEST of Belleville, IL

Name of Event: 41st Annual Belleville Oktoberfest

Date of Event: 9/16 + 9/17 Event Starting Time: 11am Event Ending Time: 11pm

Street Closure Time: Thurs. Sept 15 10am - W. Main to 2nd St.
5pm - Public Square Street Re-Open Time: _____

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

| Name | Address | Phone | Email |
|------------------------|---------|-------|-------|
| <u>Carl Frick</u> | | | |
| <u>Kathleen Kaiser</u> | | | |
| | | | |
| | | | |

Number of people 25,000 animals Yes vehicles 6 expected to participate.

Describe the event in detail: @Wiener Dog Race

close N/S Jackson E Main to Church
at 5PM Th 09/15/22
until 3AM (09/18/22) 5 chariots

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

East West Main Streets
N 1st Street from A to Washington
1st block of North & South Illinois

banners W Main/E Main/N IL
Resolution Car Show
Food Trucks

OFFICE USE ONLY

Name of Event: Octoberfest
Date of Event: Fri 09/16/22 Sat 09/17/22

| 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>01/11/22 072022</u> Scheduled Meeting Date: <u>01/13/22 072622</u> Date Approved by Staff: <u>01/13/22</u> Date on Council Agenda: <u>02/07/22</u> Notification Sent to Event Representative of Council Meeting: <u>01/14/22</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: STAFFING AND COST PENDING
App. \$11,000 7/28/22 CM #480

APPROVED DENIED DATE: 1/13/22 INITIALS: CM #380

Fire Department: FILL WATER BARRIERS FOR TENTS, COOKING & FIRE SAFETY CHECKS OF ALL COOKING VENDORS, ASSIST W/ EMERGENCY MANAGEMENT.

APPROVED DENIED DATE: 1/12/2022 INITIALS: FED

Public Works: Barricades, No Parking, Trash totes, picnic tables, sand bags. Sanitation trucks, Light towers to be provided if needed. Approximate cost to be \$6500.

APPROVED DENIED DATE: 1/13/22 7/28/22 INITIALS: JR CM

Maintenance Department: Power Panels

APPROVED DENIED DATE: 13 Jan 22 INITIALS: [Signature]



7/19/2022

City of Belleville
101 S. Illinois Street
Belleville, IL 62220

To whom it may concern:

The Belleville Oktoberfest is requesting that North & South Jackson be closed through the entirety of the 2022 event. Currently it is closed Saturday early morning through the evening for the car show. It has recently come to our attention that the stage reserved for the event, historically located at the end of the 2nd block of East Main Street will be difficult to place there due to the bump out in front of Circa and The Quarter. We would like to move it back into the intersection of Jackson & East Main Street for proper placement. Your consideration to this matter is greatly appreciated. Please feel free to call me with any questions.

Sincerely,

A handwritten signature in black ink that reads "Cari E. Frick". The signature is written in a cursive style.

Cari E. Frick
2022 Oktoberfest Chairman

Jenny Meyer

From: Jenny Meyer
Sent: Thursday, July 28, 2022 10:11 AM
To: 'Cari Frick'
Cc: Jason Poole; jhartmann; Craig Maue; Lt Chris Mattingly; MSgt Rob Rust; Dean Hardt; Kathy Kaiser; Erin Clifford; Niccy Cook; rwangelin
Subject: RE: Oktoberfest

Cari:

Steff reviewed your request for additional street closures. Please see below for additions in purple.

This will go to Council on Monday, August 1, 2022, 7:00pm, City Hall Council Chambers, 101 South Illinois Street, Belleville, Illinois for final approval.

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

From: Jenny Meyer

Sent: Friday, January 14, 2022 11:13 AM

To: Cari Frick <cari@metrolock.net>; Kathy Kaiser <kathleen@kcmgprmedia.com>

Cc: Jason Poole <jpoole@belleville.net>; jhartmann <jhartmann@belleville.net>; Craig Maue <cmaue@belleville.net>; jpenet <jpenet@belleville.net>; Lt Chris Mattingly <mattinglyc@bellevillepolice.org>; MSgt Rob Rust <rustr@bellevillepolice.org>; Dean Hardt <dhardt@belleville.net>; Kathy Kaiser <kkaiser@belleville.net>; Erin Clifford <eclifford@belleville.net>; Niccy Cook <ncook@belleville.net>

Subject: Oktoberfest

Cari & Kathy:

Staff met to review/discuss the request for Oktoberfest 2022.

Below is a synopsis of the event.

Event:

- Oktoberfest 2022
- Friday, September 16, 2022 (11:00am - 9:00pm)
- Saturday, September 17, 2022 (11:00am - 9:00pm)

Street Closures:

- **Thursday, September 15, 2022**
 - 10am
 - a. West Main Street from Illinois Street/159 to east side of 2nd Street
 - b. First Block of North 1st Street
 - c. Requires two-way traffic for Court House garage traffic off West Washington Street
 - d. Re-Open Sunday, September 18, 2022 (3:00am)**
 - 5pm
 - a. One Block north, south and east of fountain
 - b. ~~One Block on East Main Street from the east side of High Street to the west side of Jackson Street~~
East Main Street from east side of High Street to west side of Church Street
 - c. **North and South Jackson to parking lot entrances**
 - d. High Street is open for traffic
 - e. Re-Open Sunday, September 18, 2022 (3:00am)**
- **Saturday, September 17, 2022 (6:00am - 6:00pm) - CAR SHOW**
 - ~~a. East Main Street from Jackson to the west side of Charles Street~~
 - b. One Block north and south on ~~Jackson and Church Street~~
 - c. Charles Street is open for traffic (**first block of S Charles will be closed during OTM 6am to 1pm**)
 - d. South Jackson Street will NOT have Car Show vehicles parked in that area
 - e. Use other entry routes for cars due to closure of S Charles during Old Town Market**

Public Works:

- Deliver barricades and close streets on Thursday, September 15, 2022
- Provide "No Parking" signs as necessary on Wednesday, September 14, 2022 and Friday, September 16, 2022 (Car Show)
- Provide as many trash toters as possible by Thursday, September 15, 2022
- Provide as many picnic tables as possible by Thursday, September 15, 2022
- Provide post clean-up of event every evening
- Provide Sanitation truck Friday evening and Saturday (MMR Parking Lot - Verify Approval with MMR)

- Provide five(5) chalets by Thursday, September 15, 2022 (**C Frick to provide the City with chalet numbers and location for delivery prior to event**)
- Provide sandbags for all vendors by Thursday, September 15, 2022. Organizers responsible to ensure that vendors secure tents
- Remove decorative cans from festival area by Thursday, September 15, 2022
- Alleyway between the MMR Building and Market Place building will be barricaded off to ALL traffic by 3:30pm on Friday, September 16, 2022, as well as walk-way in front of MMR
- Estimated cost \$6500.00

Police Department:

- Security plan to remain same as 2019
- Estimated cost to be invoiced for 3-day weekend TBD
- Police vehicles used as necessary
- **Light towers to be placed at all quadrants with estimated cost of \$2500.00 for weekend (to be invoiced). If Organizations prefer to do this as sponsorship, please advise City to eliminate double ordering**
- Alleyway between the MMR Building and Market Place building will be barricaded off to ALL traffic by 3:30pm on Friday, September 16, 2022, as well as walk-way in front of MMR

Maintenance Department:

- Electric panels where available
- Location of Electric to be provided week prior to event to City Clerk on map along with power requirements of participants
- Estimated cost to be invoiced will be \$1000.00,

Fire Department:

- Will check vendors prior to opening on Friday, September 16, 2022
- Fill water barrels as necessary for tents
- Provide Code Red contact information to Fire Department for emergencies

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)**
- **Submit a Certificate of Insurance naming Illinois Department of Transportation as an additional insured in the amount of \$1 million dollars per person and \$2,000,000 aggregate. (Illinois Department of Transportation, 1102 East Port Plaza Drive, Collinsville, IL 62234)**
- **A Resolution to be approved by City Council to close Illinois 159 with final approval from IL Department of Transportation**
- **Special Event Liquor License is required. Please contact Erin Clifford, Mayor's Administrative Assistant, (618) 233-6810, prior to event to obtain license**
- **Request for banners across West Main Street, East Main Street and North Illinois Street as availability allows**
- **All Food Trucks will need to be licensed by the City of Belleville, City Clerk's Office prior to set-up. Information on food trucks can be located at the following link: <http://belleville.net/603/Permits-Licenses> under Mobile Vendor License**
- ***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***

This communication will be placed on the Council agenda Monday, February 7, 2022, 7:00pm, City Hall, Council Chambers, 101 South Illinois Street, Belleville, Illinois.

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

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

Best,

Jenny

Jennifer Gain Meyer, MS, LEHP

City Clerk

City of Belleville

101 South Illinois Street

Belleville IL 62220

618-233-6518 x 1227

jmeyer@belleville.net



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

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

https://twitter.com/Belleville_ILL



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



Stay away from sick
people



Wear a mask when in
public



OFFICE USE ONLY
 Name of Event: Dylan Wolfe Band
 Date of Event: Sat 10/15/22

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): MRB Development, LLC d/b/a Copper Fire

Name of Event: Dylan Wolfe Band

Date of Event: SAT 10/15/2022 Event Starting Time: 5:00 pm Event Ending Time: 11:00 pm

Street Closure Time: 6:00 am Street Re-Open Time: Midnight

SAT
ANCEL 10/15/22

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

| Name | Address | Phone | Email |
|----------------|---|------------|-------------------------|
| Renaë Eichholz | 200 East Main St Belleville IL 62220 | [REDACTED] | renae@thecopperfire.com |
| | | | |
| | | | |
| | | | |

Number of people (300) animals () vehicles () expected to participate.

Describe the event in detail:

Live Music Show

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

Special Liquor License

OFFICE USE ONLY

Name of Event:

Dylan Wolfe Band

Date of Event:

Sat 10/5/22

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

Yes, we are asking for S. Jackson to be closed from Main St to the West side parking lot behind The

Quarter and asking for a 6:00 am closure to ensure no one is parking on the 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: _____
- Picnic Tables Yes No Number Requested: 15
- Sanitation Vehicle and Manpower Yes No
- Electric (if available) (note on map location(s)) Yes No Number Requested: _____
- Music Yes No Times: _____
- Barricades Yes No Number Requested: 6

Comments or Additional Request(s): Barricades can be dropped, we can set up & tear down according to the permit times.
We will provide insurance certificates at time of special permit liquor license approval.

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.

Renae S. Eichholz
Digitally signed by Renae S. Eichholz
Date: 2022.07.16
09:27:00 -05'00'

Signature of Person Making Application

Renae Eichholz

Printed Name of Person Making Application

Mailing Address

Phone Number

renae@thecopperfire.com

E-mail

DATE OF APPLICATION: 07/16/2022

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

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

OFFICE USE ONLY

Name of Event: Syrian White Band

Date of Event: 10/5/22

| 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: _____ 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: SIT. AWARENESS

APPROVED DENIED DATE: 7/28/22 INITIALS: CM #480

Fire Department: _____

APPROVED DENIED DATE: _____ INITIALS: _____

Public Works: Barriers for street closure
15 picnic tables

APPROVED DENIED DATE: 7/28/22 INITIALS: CM

Maintenance Department: _____

APPROVED DENIED DATE: _____ INITIALS: _____

Jenny Meyer

From: Jenny Meyer
Sent: Thursday, July 28, 2022 11:17 AM
To: 'renae@thecopperfire.com'
Cc: Jason Poole; Lt Chris Mattingly; Craig Maue; MSgt Rob Rust; Dean Hardt; Kathy Kaiser; Erin Clifford; Niccy Cook; rwangelin
Subject: Dylan Wolfe Band

Renae:

Staff reviewed your request for the Dylan Wolfe Band rescheduling date. Please see below in **purple** for the changes/updates.

This will go to Council on Monday, August 1, 2022, 7:00pm, City Hall Council Chambers, 101 South Illinois Street, Belleville, Illinois.

Upon Council decision, we will send you notification.

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

From: Jenny Meyer

Sent: Tuesday, May 10, 2022 9:43 AM

To: renae@thecopperfire.com

Cc: Jason Poole <jpoole@belleville.net>; jpenet <jpenet@belleville.net>; Lt Chris Mattingly <mattinglyc@bellevillepolice.org>; Craig Maue <cmaue@belleville.net>; jhartmann <jhartmann@belleville.net>; MSgt Rob Rust <rustr@bellevillepolice.org>; Dean Hardt <dhardt@belleville.net>; Kathy Kaiser <kkaiser@belleville.net>; Erin Clifford <eclifford@belleville.net>; Niccy Cook <ncook@belleville.net>

Subject: Strangers & Dylan Wolfe Band

Rena:

Staff reviewed your request for Strangers & Dylan Wolfe Band and below is a synopsis of their review:

Event:

- Strangers & Dylan Wolfe Band
- ~~Saturday, October 1, 2022~~
- **Saturday, October 15, 2022**
- ~~2:00pm to 11:00pm~~
- **5:00pm to 11:00pm**
- ~~Music: 2:00pm to 11:00pm~~
- **Music: 5:00pm to 11:00pm**

Street Closure Request:

- ~~Saturday, October 1, 2022~~
- **Saturday, October 15, 2022**
- 6:00am to 12:00am **(101622)**
- South Jackson Street from East Main to parking lot entrances

Public Works:

- Deliver barricades on Friday, ~~September 30~~, **October 14**, 2022 and pick-up on Monday, ~~October 3~~, **October 17**, 2022
- Organizers responsible for opening/closing streets at times approved and returning barricades to their drop-off location for pick-up
- Post "No Parking" signage as necessary on Friday, ~~September 30~~, **October 14**, 2022
- Deliver 15 picnic tables on Friday, ~~September 30~~, **October 14**, 2022, organizers responsible for returning picnic tables to their drop-off location for pick-up on Monday, ~~October 3~~, **October 17**, 2022

Police Department:

- Situational awareness

Fire Department:

- Situational awareness

Maintenance Department:

- Situational awareness

Miscellaneous:

- **Submit a Certificate of Insurance naming the City of Belleville as an additional insured in the amount of \$1 million dollars per person and \$2,000,000 aggregate. (City of Belleville, 101 South Illinois Street, Belleville, IL 62220)**
- **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 Monday, May 16, 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

Event Name: Santa Parade
Event Date: Feb 11 2022

PARADE REQUEST

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

PLEASE ALLOW (8) WEEKS FOR PROCESSING THE REQUEST.
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): Optimist Club of Belleville

Name of Event: Santa Parade

Date of Event: Nov. 25 Starting Time: 10:00 AM Ending Time: 12:00 PM

Street Closure Time: 8:00 AM Street Re-Open Time: 12:00 PM

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

| Name | Address | Phone | Email |
|----------------------|------------|------------|------------|
| <u>Cindy Hawkins</u> | [REDACTED] | [REDACTED] | [REDACTED] |
| | | | |
| | | | |

Number of people () animals () vehicles () expected to participate, 100 Unit maximum

Describe the event in detail:
Annual parade to welcome Santa

Specify event route from starting point to termination point (a map of the event route is required):
West A. 3rd to E. Main & Douglas

Reviewed/Revised: 6/12/17 JRM
Revised: 02/26/18 JRM 06/29/21 JRM; 09/29/21 JRM

Resolution

tree lighting
Santa house

FD1

OFFICE USE ONLY:
Event Name: Santa Parade
Event Date: 01/11/2022

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

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: Sat staging
- 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: _____
- 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 PER PERSON AND \$2,000,000 AGGREGATE. 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 limitation which may apply to this event.

[Redacted Signature] Cindy Hawkins
Signature of Person Making Application Printed Name of Person Making Application

[Redacted Address]
Address

[Redacted Telephone Number] [Redacted E-mail Address]
Telephone Number E-mail Address

DATE OF APPLICATION: _____
Return this form (via mail/email/in-person):

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

Reviewed/Revised: 6/12/17 JRM
Revised: 02/26/18 JRM 06/29/21 JRM; 09/29/21 JRM

OFFICE USE ONLY

Name of Event: Santa Parade

Date of Event: 01/11/22

| 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>07/18/22</u> Scheduled Meeting Date: <u>07/26/22</u> Date Approved by Staff: _____ Date on Council Agenda: _____ Notification Sent to Event Representative of Council Meeting: _____ |
| <input type="checkbox"/> Approved on: _____ <input type="checkbox"/> Denied on: _____ Notification Sent to Event Representative of Council Approval/Denial on: _____ | |

STAFF REVIEW SECTION

Police Department: ~~Personnel~~ Personnel + Vehicles provided as w/ previous years.

APPROVED DENIED DATE: 7/28/22 INITIALS: cm 4480

Fire Department: _____

APPROVED DENIED DATE: _____ INITIALS: _____

Public Works: Barricades, No Parking signage, Clean up of route, Toters to staging area (3rd st.)

APPROVED DENIED DATE: 7/28/22 INITIALS: cm

Maintenance Department: _____

APPROVED DENIED DATE: _____ INITIALS: _____

Jenny Meyer

From: Jenny Meyer
Sent: Thursday, July 28, 2022 10:44 AM
To: Hawkins, Cindy
Cc: Jason Poole; Craig Maue; Capt Chris Mattingly; MSgt Rob Rust; Kathy Kaiser; Dean Hardt; rwangelin; Niccy Cook; Erin Clifford
Subject: SANTA PARADE

Cindy:

Staff met to review the Santa Parade request. See below for a synopsis of the event.

Event:

- Santa Parade
- Friday, November 25, 2022
- 10:00am to 12:00pm

Street Closure Request:

- **Staging:**
- North 3rd Street from West "C" Street to West "A" Street
- West B Street between N 2nd and N 3rd Street
- 8:00am to 12:00pm
- **Parade:**
- rolling closures along parade route
- N 3rd Street to Main Street - east to Forest Ave
- 10:00am to 12:00pm

Fire Department:

- Staging in area for emergency response

Police Department:

- Police personnel work parade route

Maintenance Department:

- Situational awareness

Public Works:

- Post "No Parking" signs on Wednesday, November 23, 2022
- Provide barricades for staging and parade route on Wednesday, November 23, 2022
- Public Works set-up street closures and open streets after parade
- Public Works provide clean-up of parade route after parade
- Deliver 5 trash toters to staging area on Wednesday, November 23, 2022

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)**

- **Submit a Certificate of Insurance naming Illinois Department of Transportation as an additional insured in the amount of \$1 million dollars per person and \$2,000,000 aggregate. (Illinois Department of Transportation, 1102 East Port Plaza Drive, Collinsville, IL 62234)**
- **Resolution with request to close 159 will be submitted to IDOT upon receipt of COI and approval by Council**
- **Place viewing trailer at first parking spot within first block of West Main Street on south side (by courthouse)**
- **Santa House to be placed on NE Quadrant after Veteran's Day**
- **Tree Lighting Ceremony on Friday, November 25, 2022 at 6:00pm**
- ***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***

This item will go to City Council, Monday, August 1, 2022, 7:00pm, City Hall, Council Chambers, 101 South Illinois Street, Belleville, IL.

The City Clerk's office will notify you of the Council's decision.

If you have any questions, please contact me, Monday through Friday, 8:00am to 5:00pm.

Thanks

Jenny

Jennifer Gain Meyer, MS, LEHP

City Clerk

City of Belleville

101 South Illinois Street

Belleville IL 62220

618-233-6518 x 1227

jmeyer@belleville.net



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

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

https://twitter.com/Belleville_IL



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



Stay away from sick people



Wear a mask when in public



Resolution for Improvement Under the Illinois Highway Code

Is this project a bondable capital improvement?

Yes No

Table with Resolution Type (Supplemental), Resolution Number (3452-2022), and Section Number (22-00225-00-PV)

BE IT RESOLVED, by the Council of the City of Belleville, Illinois that the following described street(s)/road(s)/structure be improved under the Illinois Highway Code.

Work shall be done by Contract

For Roadway/Street Improvements:

Table with columns: Name of Street(s)/Road(s), Length (miles), Route, From, To

For Structures:

Table with columns: Name of Street(s)/Road(s), Existing Structure No., Route, Location, Feature Crossed

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

HMA surface removal, HMA resurfacing, pavement markings, PCC curb, PCC sidewalk, and sidewalk ramps.

2. That there is hereby appropriated the sum of Twenty Thousand and no/100 Dollars (\$20,000.00) for the improvement of said section from the Local Public Agency's allotment of Rebuild Illinois funds.

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

I, Clerk in and for said City

of Belleville in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by

Council of Belleville at a meeting held on July 18, 2022

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

(SEAL)

Clerk Signature & Date

Approved

Regional Engineer Signature & Date Department of Transportation

RESOLUTION 3453

Illinois Department of Transportation
PARADE OR EVENT RESOLUTION
Effective January 1, 2017

WHEREAS, the **Optimist Club of Belleville** is sponsoring the **Santa Parade** in the City of Belleville which constitutes a public purpose;

WHEREAS, this **Santa Parade** will require the temporary closure of **IL 159 at Public Square**, a State Highway in the City of Belleville on **Friday, November 25, 2022 from 10:00am to 12:00pm**;

WHEREAS, Section 4-408 of the Illinois Highway Code authorizes the Department of Transportation to issue permits to local authorities to temporarily close portions of State Highways for such public purposes.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Belleville that permission to close off **IL 159 at Public Square** on **Friday, November 25, 2022 from 10:00am to 12:00pm** as above designated, be requested of the Department of Transportation.

BE IT FURTHER RESOLVED that this closure shall occur during the approximate time period between **Friday, November 25, 2022 from 10:00am to 12:00pm**.

BE IT FURTHER RESOLVED that traffic from that closed portion of highway shall be detoured over routes with an all-weather surface that can accept the anticipated traffic, which will be maintained to the satisfaction of the Department and which is conspicuously marked for the benefit of traffic diverted from the State highway. (The parking of vehicles shall be prohibited on the detour routes to allow an uninterrupted flow of two-way traffic.)* The detour route shall be as follows:

* To be used when appropriate.

BE IT FURTHER RESOLVED, that the **City of Belleville** assumes full responsibility for the direction, protection, and regulation of the traffic during the time the detour is in effect.

BE IT FURTHER RESOLVED, that police officers or authorized flaggers shall at the expense of the **Optimist Club of Belleville** be positioned at each end of the closed section and at other points (such as intersections) as may be necessary to assist in directing traffic through the detour.

BE IT FURTHER RESOLVED, that police officers, flaggers, and officials shall permit emergency vehicles in emergency situations to pass through the closed area as swiftly as is safe for all concerned.

BE IT FURTHER RESOLVED, that all debris shall be removed by the **City of Belleville** prior to reopening the State highway.

BE IT FURTHER RESOLVED, that such signs, flags, barricades, etc., shall be used by the **Optimist Club of Belleville** as may be approved by the Illinois Department of Transportation. These items shall be provided by the **City of Belleville**.

BE IT FURTHER RESOLVED, that the closure and detour shall be marked according to the Illinois Manual on Uniform Traffic Control Devices.

BE IT FURTHER RESOLVED, that an occasional break shall be made in the procession so that traffic may pass through. In any event, adequate provisions will be made for traffic on intersecting highways pursuant to conditions noted above. (Note: This paragraph is applicable when the Resolution pertains to a Parade or when no detour is required.)

BE IT FURTHER RESOLVED, that to the fullest extent permitted by law, the **Optimist Club of Belleville** shall be responsible for any and all injuries to persons or damages to property, and shall indemnify and hold harmless the Illinois Department of Transportation, its officers, employees and agents from any and all claims, lawsuits, actions, costs and fees (including reasonable attorneys' fees and expenses) of every nature or description, arising out of, resulting from or connected with the exercise of authority granted by the Department which is the subject of this resolution. The obligation is binding upon the **Santa Parade** regardless of whether or not such claim, damage, loss or expense is caused in part by the act, omission or negligence of the Department or its officers, employees or agents.

BE IT FURTHER RESOLVED, that the **Optimist Club of Belleville** shall provide a comprehensive general liability policy or an additional named insured endorsement in the minimum amount of **\$1,000,000 per person and \$2,000,000 aggregate** which has the Illinois Department of Transportation, its officials, employees and agents as insureds and which protects them from all claims arising from the requested road closing. A copy of said policy or endorsement will be provided to the Department before the road is closed.

BE IT FURTHER RESOLVED, that a copy of this resolution be forwarded to the Illinois Department of Transportation, District 8, to serve as a formal request for the permission sought in this resolution and to operate as part of the conditions of said permission.

ADOPTED by the City Council of the City of Belleville this 1st day of August 2022 A.D.

MUNICIPAL CLERK

APPROVED by the Mayor of the City of Belleville this 2nd day of August 2022, A.D.

ATTEST:

MUNICIPAL CLERK

MAYOR

ORDINANCE NO. 9074-2022

A ZONING ORDINANCE IN RE CASE #34-JUN22-

Tonya Clark

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 for a liquor license at 5300 North Belt West (08-18.0-208-008) located in a "C-2" Heavy Commercial District. (Applicable sections of the zoning code: 162.248, 162.515) Ward 8

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

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

Section 1. That the request for a Special Use permit for a liquor license at 5300 North Belt West (08-18.0-208-008) located in a "C-2" Heavy Commercial District is hereby granted **in the name of the applicant only**. (Applicable sections of the zoning code: 162.248, 162.515) Ward 8.

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 1st day of August, 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 2nd day of August, 2022.

PATTY GREGORY, MAYOR

ATTEST:

JENNIFER GAIN MEYER, CITY CLERK

ORDINANCE NO. 9075-2022

A ZONING ORDINANCE IN RE CASE #35-JUN22-

Chala Molton

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 for a liquor license at 15 N. 47th Street (08-07.0-412-006) located in a "C-2" Heavy Commercial District. (Applicable sections of the zoning code: 162.248, 162.515) Ward 4

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

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

Section 1. That the request for a Special Use permit for a liquor license at 15 N. 47th Street (08-07.0-412-006) located in a "C-2" Heavy Commercial District is hereby **granted in the name of the applicant only**. (Applicable sections of the zoning code: 162.248, 162.515) Ward 4.

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 1st day of August, 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 2nd day of August, 2022.

PATTY GREGORY, MAYOR

ATTEST:

JENNIFER GAIN MEYER, CITY CLERK

ORDINANCE NO.9076-2022

A ZONING ORDINANCE IN RE CASE #38-JUN22-

Iesha Underwood

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 for a liquor license at 4715 W. Main Street (08-07.0-412-009) located in a "C-2" Heavy Commercial District. (Applicable sections of the zoning code: 162.248, 162.515) Ward 4

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

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

Section 1. That the request for a Special Use permit for a liquor license at 4715 W. Main Street (08-07.0-412-009) located in a "C-2" Heavy Commercial District is hereby granted **in the name of the applicant only**. (Applicable sections of the zoning code: 162.248, 162.515) Ward 4.

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 1st day of August, 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 2nd day of August, 2022.

PATTY GREGORY, MAYOR

ATTEST:

JENNIFER GAIN MEYER, CITY CLERK

ORDINANCE NO. 9077-2022

A ZONING ORDINANCE IN RE CASE #39-JUN22-

Iesha Underwood

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 for a liquor license at 103 N. 47th Street (08-07.0-413-006) located in a “C-2” Heavy Commercial District. (Applicable sections of the zoning code: 162.248, 162.515) Ward 4

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

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

Section 1. That the request for a Special Use permit for a liquor license at 103 N. 47th Street (08-07.0-413-006) located in a “C-2” Heavy Commercial District is hereby granted **in the name of the applicant only**. (Applicable sections of the zoning code: 162.248, 162.515) Ward 4.

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 1st day of August, 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 2nd day of August, 2022.

PATTY GREGORY, MAYOR

ATTEST:

JENNIFER GAIN MEYER, CITY CLERK

SYS DATE:07/27/22

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

SYS TIME:10:27

DATE: 08/01/22

Monday August 01,2022

[NCS]

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| VENDOR # | NAME | DEPT. | AMOUNT |
|----------|---------------------------------|-------------|--------------------|
| ===== | | | |
| 13 | MOTOR FUEL TAX FUND | | |
| EL001 | ELECTRICO, INC. | 13-00 | 411.37 |
| GO028 | GONZALEZ COMPANIES, LLC | 13-00 | 4,455.00 |
| KA009 | KASKASKIA ENGINEERING GROUP LLC | 13-00 | 5,821.78 |
| PR078 | PRECISION CONCRETE, INC | 13-00 | 7,370.00 |
| | **TOTAL | | ----- 18,058.15 |
| | 13 MOTOR FUEL TAX FUND | GRAND TOTAL | 18,058.15 |