



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

MONDAY, MAY 15, 2023

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 LED BY COLONEL GLENN COLLINS

5. PUBLIC HEARING

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

7. PRESENTATIONS, RECOGNITIONS & APPOINTMENTS

7-A. Colonel Glenn Collins to speak

7-B. Mayor Gregory will read a proclamation in honor of all graduating high school seniors proclaiming May 2023 as 'High School Senior Recognition Month'

7-C. Motion to approve Mayor Gregory's appointment of Mike Schaefer as Maintenance Director, effective May 16, 2023, 12:01am

7-D. Mayor Gregory will recommend the reappointment of Neil 'Skip' MacEwen to serve a 2-year term on the Cemetery Board

- 7-E. Mayor Gregory will recommend the reappointment of August E. Werner, Jr. to serve a 3-year term on the Fire Pension Board
- 7-F. Mayor Gregory will recommend the reappointment of Tom Dinges to serve a 2-year term on the Police Pension Board
- 7-G. Mayor Gregory will recommend the reappointment of Mary Smith and Helen Thompson to serve a 3-year term on the Library Board
- 7-H. Mayor Gregory will recommend the reappointment of Don Rigney to serve a 3-year term on the Planning Commission
- 7-I. Mayor Gregory will recommend the appointment of Angelia Blackman-Donovan to serve a 1-year term on the Historic Preservation Commission

8. APPROVAL OF MINUTES

- 8-A. Motion to approve City Council and Executive Session Meeting Minutes of May 1, 2023

9. CLAIMS, PAYROLL AND DISBURSEMENTS

- 9-A. Motion to approve claims and disbursements in the amount of **\$2,844,841.81** payroll in the amount of **\$999,918.83**.

10. REPORTS

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

11-A. MOTIONS FROM **FINANCE**

- 11-A(1). Motion to approve a contract with T-Mobile as new carrier for City cell phones
- 11-A(2). Motion to approve a contract with AT & T as new internet

provider for all City buildings in the amount of \$11,187.48 monthly

- 11-A(3). Motion to approve a contract with Payment Service Network (PSN) to continue accepting payments on behalf of the City
- 11-A(4). Motion to approve paying off balance of General Obligation Refunding Bonds Series 2012 by July 1, 2023
- 11-A(5). Motion to approve FY24 Budget Amendments as recommended by the Finance Director (prior year encumbrances)

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

- 11-B(1). **02-JAN23 – Lisa & Robert Diserens:** Request for a Special Use Permit to operate an Air BNB at 410-412 East C Street (08-22.0-323-004) located in an “A-1” Single-Family Residence District. (Applicable sections of the Zoning Code: 162.094, 162.515) Ward 2. *Zoning Board of Appeals unanimously recommended Approval IN THE NAME OF THE APPLICANT ONLY, with a vote of 6-0. Tabled for 60-day on February 6, 2023*
- 11-B(2). **13-APR23-William F. Frerichs:** Request for a Map Amendment to rezone the property commonly known as 312 Sahlender Street (08-17.0-511-004/005/006) from “A-1” Single-Family Residence District to “D-1” Light Industry District (Applicable section of the Zoning Code: 162.590) Ward 3. *Zoning Board of Appeals recommended Approval, with a vote of 4-1*
- 11-B(3). **14-APR23-Janice Pittman:** Request for a Special Use Permit to operate an AirBnB at 8115 West Main Street (07-01.0-114-064) located in a “A-1” Single-Family Residence District. (Applicable sections of the City and Zoning Code: 34.043, 154.15, 154.46, 154.49, 162.094, 162.515) Ward 4. *Zoning Board of Appeals recommended*

Approval IN THE NAME OF THE APPLICANT ONLY, with a vote of 5-0

- 11-B(4). **15-APR23-Jodie Ferguson:** Request for a Special Use Permit for outdoor dining/seating at 732 South Illinois Street, Suite B (08-28.0-234-004) located in a “D-1” Light Industry District. (Applicable sections of the City and Zoning Code: 118.01, 162.307, 162.515) Ward 6. *Zoning Board of Appeals recommended Approval IN THE NAME OF THE APPLICANT ONLY, with a vote of 5-0*
- 11-B(5). **16-APR23-Jodie Ferguson:** Request for a Special Use Permit for a liquor license at 732 South Illinois Street, Suite B (08-28.0-234-004) located in a “D-1” Light Industry District. (Applicable sections of the Zoning Code: 162.308, 162.515) Ward 6. *Zoning Board of Appeals recommended Approval IN THE NAME OF THE APPLICANT ONLY, with a vote of 5-0*
- 11-B(6). **17-APR23-Guy & Becky Venuti:** Request for a Special Use Permit to operate an AirBnB at 616 East Garfield Street (08-27.0-134-014) located in a “A-1” Single-Family Residence District. (Applicable sections of the City and Zoning Code: 34.043, 154.15, 154.46, 154.49, 162.094, 162.515) Ward 6. *Zoning Board of Appeals recommended Approval IN THE NAME OF THE APPLICANT ONLY, with a vote of 5-0*
- 11-B(7). **18-APR23-Ashland Storage Centers East:** Request for a Special Use Permit to expand and operate the existing self-storage facility with outdoor operations at 653 Carlyle Avenue (08-23.0-305-020) located in a “C-2” Heavy Commercial District. (Applicable sections of the Zoning Code: 162.248, 162.515) Ward 7. *Zoning Board of Appeals recommended Approval, with a vote of 5-0*

11-C. MOTION FROM **POLICE & FIRE COMMITTEE**

- 11-C(1). Motion to approve a contract with Omnigo in the amount of \$857,677.78, June 1, 2023 through June 1, 2028

11-D. MOTION FROM **STREETS & GRADES**

- 11-D(1). Motion to approve a Joint Funding Agreement with IDOT in the amount of \$948,000.00 for Lebanon Avenue (From “F” Street to South of Elmwood Drive and Bristow Street to Illinois 161) (ARPA/STE FUNDS)

11-E. MOTION FROM **ADMINISTRATION**

- 11-E(1). Motion to approve a contract with Oates Associates to develop a bicycle and pedestrian master plan in the amount of \$72,500.00 (City portion \$43,500.00) contingent upon the Metro East Parks & Recreation District grant award (ARPA FUNDS)
- 11-E(2). Motion to approve Amended Development Schedule for Redevelopment Agreement (as Amended) with Missionary Ventures, LLC by and through its Assignee Royal Banks of Missouri and Court-appointed Receiver
- 11-E(3). Motion to approve Consent to Partial Assignment of Redevelopment Agreement by Royal Banks of Missouri in favor of Zoom at Marian Bluffs, LLC with consent of Missionary Ventures, LLC

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

- 11-F(1). Motion to approve a Development Agreement with Eye on Design, Inc. for the remodeling of the existing facility located at 309 East Main Street

- 11-F(2). Motion to approve a contract for Professional Services with Moran Economic Development for the proposed Bellevue Plaza TIF District Establishment

11-G. MOTIONS FROM **PLANNING COMMISSION**

- 11-G(1). **St. Clair Service Company:** Site Plan approval for a proposed Bulk Fuel Plant and Retail Gas Station Facility to be located at 1036 S. Green Mount Road within the “C-4” Commercial District (13-01.0-300-010). Ward 6. *Planning Commission recommended Approval, with a vote of 7-0*

- 11-G(2). **Oblates Subdivision:** Preliminary/Final Plat Approval of the proposed Oblates Subdivision. *Planning Commission recommended Approval, with a vote of 7-0*

11-H. MOTION FROM **PARKS BOARD**

- 11-H(1). Motion to waive the formal bidding procedures and utilize OMNIA Cooperative Purchasing to purchase a 28’ Hexagonal all steel structure from Cunningham Recreation in the amount of \$45,084.56 as part of Bellevue Park Improvements (TIF 3/MEPRD FUNDS)

12. COMMUNICATIONS

12-A. **BELLEVILLE BARBERSHOP CHORUS – JUNE 2023**

Request from Belleville Barbershop Chorus to display their Annual Show banner on North Illinois Street June 9, 2023 through June 26, 2023.

12-B. **MEPSI PRIDE BLOCK PARTY – 06/17/2023**

Request from MEPSI to host Pride Block Party, Saturday, June 17, 2023, 6:00pm to 11:00pm. Street closure request: North Church Street from East Main to alley entrance and use of Paderborn Square, 10:00am to 11:59pm. Additional City services: “No Parking” signage, picnic tables, electric and trash toters.

12-C. **SAFB MILITARY RECEPTION – 05/19/2023**

Request from City of Belleville to host SAFB Military Reception, Friday, May 19, 2023, 5:30pm to 6:30pm, City Hall atrium. Additional services: tables, trash cans and alcohol to be served at reception.

12-D. **BISHOP JANSSEN CENTER DEDICATION – 06/05/2023**

Request from Diocese of Belleville to host the Bishop Janssen Center Dedication, Monday, June 5, 2023, 1:00pm to 3:00pm. Street closure request: half block in front of 224 West Garfield (between Cathedral Lane and South 3rd Street), 10:00am to 5:00pm.

13. PETITIONS

14. RESOLUTIONS

14-A. **RESOLUTION 3481**

Resolution Authorizing the Redemption and Payment of all the City's Outstanding General Obligation Refunding Bonds, Series 2012 and Certain Other Actions in Connection Therewith

14-B. **RESOLUTION 3482**

A Resolution Amending the Annual Budget of the City of Belleville, Illinois for the Fiscal Year Beginning on the First Day of May 2023 and Ending on the 30th Day of April 2024

14-C. **RESOLUTION 3483**

A Resolution of Support for Submission of a Metro East Parks and Recreation District FY23 Community Planning Grant Program Application

15. ORDINANCES

15-A. **ORDINANCE 9122-2023**

A ZONING ORDINANCE IN RE CASE 02-JAN23-Lisa & Robert Diserens

15-B. **ORDINANCE 9151-2023**

A ZONING ORDINANCE IN RE CASE 13-APR23-William F. Frerichs

15-C. **ORDINANCE 9152-2023**
A ZONING ORDINANCE IN RE CASE 14-APR23-Janice Pittman

15-D. **ORDINANCE 9153-2023**
A ZONING ORDINANCE IN RE CASE 15-APR23-Jodie Ferguson

15-E. **ORDINANCE 9154-2023**
A ZONING ORDINANCE IN RE CASE 16-APR23-Jodie Ferguson

15-F. **ORDINANCE 9155-2023**
A ZONING ORDINANCE IN RE CASE 17-APR23-Guy & Becky Venuti

15-G. **ORDINANCE 9156-2023**
A ZONING ORDINANCE IN RE CASE 18-APR23-Ashland Storage Centers East

16. UNFINISHED BUSINESS

17. MISCELLANEOUS & NEW BUSINESS

17-A. Motor Fuel Claims in the Amount of **\$283,791.81**

18. EXECUTIVE SESSION

18-A. The City Council may go into executive session to discuss the appointment, employment, compensation, discipline, performance, or dismissal of specific employees (5 ILCS 120/2(c)(1)), collective negotiation matters (5 ILCS 120/2(c)(2)), and personnel, litigation, workers' compensation, property acquisition, transfer of property, (5 ILCS 120/2(c)).

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
May 1, 2023 – 7:00 PM**

Mayor Gregory called this meeting to order at 7:00 p.m.

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

Excused: Alderperson Stiehl

ROLL CALL DEPARTMENT HEADS

City Clerk Gain Meyer called roll of Department Heads: City Treasurer Sarah Biermann; City Attorney, Garrett Hoerner; Police Chief, Matt Eiskant; Fire Chief, Lloyd Stinson; Finance Director, Jamie Maitret; Director of Public Works, Jason Poole; Director of Wastewater, Randy Smith; Library Director, Leander Spearman; Director of IT, Eric Walls; City Engineer, Sal Elkott; Director of Health, Housing & Building, Planning & Zoning, Clifford Cross; Director of Communications & PR, Kathy Kaiser.

Excused: Scott Tyler; Director of Economic Development; Director of Human Resources, William Clay.

PLEDGE

PUBLIC HEARING

Catherine Kreher: I am a former Alderman in Ward 8, I just wanted to congratulate all the newly elected Aldermen, all the re-elected Aldermen, I want to thank you all for all you do for Belleville.

PUBLIC PARTICIPATION

None.

PRESENTATIONS, RECOGNITIONS & APPOINTMENTS

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

Congress designated **May** as **National Military Appreciation Month** in 1999 to ensure the nation was given the opportunity to publicly demonstrate their appreciation for the sacrifices and successes made by our service members – past and present.

Aldersperson Schaefer made a motion second by Aldersperson Eros to approve Mayor Gregory's recommended City Council Committee Appointments for fiscal year 2023-2024

Mayor Gregory's recommended appointment of William Stiehl as the licensed attorney to serve as the Hearing Officer for Crime-Free Housing.

Mayor Gregory's recommended appointment of Mike Heisler to serve a 1-year term on the Historic Preservation Commission.

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

APPROVAL OF MINUTES

Aldersperson Schneider made a motion second by Aldersperson Schaefer to approve City Council Meeting Minutes and Executive Session Minutes of April 17, 2023.

All members present voted aye.

Motion carries.

CLAIMS, PAYROLL AND DISBURSEMENTS

Aldersperson Whitaker made a motion second by Aldersperson Weygandt to approve claims and disbursements in the amount of **\$2,612,450.87** and payroll in the amount of **\$960,875.54**.

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

Motion carries.

REPORTS

Aldersperson Rothweiler made a motion second by Aldersperson Weygandt to approve the City Attorney's Report dated May 1, 2023.

Motion to approve Treasurer Report March 2023 and to approve Statement of Cash and Investments Report – March 2023.

All members present voted aye.

Motion carries.

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

FINANCE COMMITTEE

Aldersperson Whitaker made a motion second by Aldersperson Schaefer to approve disposal of surplus property at SIJWDC.

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

Motion carries.

STREETS & GRADES

Aldersperson Randle made a motion second by Aldersperson Schaefer to approve the following:

Motion to approve a Joint Funding Agreement for State-Let Construction Work in the amount of \$570,773.70 for resurfacing and work on Lebanon Avenue (TIF/MFT)

Motion to approve Hank's Excavating and Landscaping, Inc., as lowest responsible bidder, in the amount of \$439,730.60 for improvements to N. Charles and Dewey Street (TIF 12 Funds)

Motion to approve DMS Contracting, Inc., as lowest responsible bidder, in the amount of \$292,020.00 for 2024 Roadway Oil/Chip Program (MFT)

Motion to approve Hank's Excavating & Landscaping, Inc., as lowest responsible bidder, in the amount of \$197,950.00 for 2024 Ditching Program (MFT)

Motion to approve agreement with Oates Associates in the amount of \$139,900.00 for improvements to South Church Street from South Belt East to Garfield Street (CDBG/ARPA Funds)

Motion to approve agreement with Lochmueller Group, LLC., in the amount of \$126,000.00 for improvements on Main Street from 6th Street to just east of Oak St.; West "A" Street from 3rd Street to Illinois Street; 3rd Street from Main Street to "A" St.; 1st Street from Main Street to "A" Street; Illinois Street from Washington Street to "A" Street (ARPA Funds)

Motion to approve agreement with Lochmueller Group, in the amount of \$32,781.10 for Construction Inspection for North Charles Street & Dewey Street (TIF 12 Funds)

Motion to approve agreement with Oates Associates, in the amount of \$29,900.00 for the preparation of engineering documents for the resurfacing of Susann Court from South Park Drive to North Park Drive (CDBG/ARPA Funds)

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

Motion carries.

ADMINISTRATION

Aldersperson Eros made a motion second by Aldersperson Schaefer to approve the following:

Amend a Resolution authorizing the execution of a joint agreement with St. Clair County, Illinois. (Frank Scott Parkway and North Belt West) providing an increase in funding in the amount of \$5,000.00.

Clarify/correct Use Variance Ordinance 7975-2016 to identify applicant as Ron & Michele Centerfield Tavern, LLC.

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

Motion carries.

Aldersperson Schaefer made a motion second by Aldersperson Eros to extend the Special Use Permit to establish and operate an adult-use cannabis dispensing organization in RE Case #20-APR22 Blounts & Moore Holdings LLC, 7300 Twin Pyramid Parkway (07-13.0-107-002) until December 1, 2023.

Members voting aye on roll call: Ferguson, Anthony, Dintelman, Schaefer, Rothweiler, Elmore, Weygandt, Sullivan, Osthoff, Whitaker, Schneider, Duco, Eros, Randle. (14)

Members voting nay on roll call: Ovian (1)

Motion carries.

COMMUNICATIONS

Aldersperson Eros made a motion second by Aldersperson Schaefer to approve the following communication:

MEMORIAL DAY CEREMONY – 05/29/2023

Request from Belleville Memorial Day Association to host the Memorial Day Ceremony, Monday, May 29, 2023, 11:00am to 12:00pm at Walnut Hill Cemetery. City services requested: tents, chairs, and flag poles.

CINCO de MAYO – 05/05/2023 and 05/06/2023

Request from El Gordito to host Cinco de Mayo, Friday, May 5, 2023 and Saturday, May 6, 2023, 11:00am to 11:00pm on parking lot and grassy area. Music 11:00am to 11:00pm. No city services requested.

CINCO de MAYO – 05/05/2023 and 05/06/2023

Request from Casa Maria to host Cinco de Mayo, Friday, May 5, 2023 and Saturday, May 6, 2023, 11:00am to 11:00pm with music. Use of City parking lot for tent, 8:00am, Friday, May 5, 2023 through 12:00pm, Sunday, May 7, 2023 at corner of North High and East “A” Street. Additional City request: “No Parking” signage and barricades.

PADERBORN SQUARE DEDICATION – 07/15/2023

Request from Belleville Sister Cities to change the date of the Paderborn Square Dedication to Saturday, July 15, 2023.

All members present voted aye.

Motion carries.

PETITIONS

None.

RESOLUTIONS

Aldersperson Randle made a motion second by Aldersperson Schaefer to read Resolutions 3478, 3479 and 3480 by title only and as a group.

All members present voted aye.

Motion carries.

RESOLUTION 3478

A Resolution requesting permission from IDOT to close Route 159 for Veteran’s Day Ceremony, Saturday, November 11, 2023.

RESOLUTION 3479

A Resolution for Improvement Under the Illinois Highway Code in the Amount of \$570,773.70 for Lebanon Avenue.

RESOLUTION 3480

A Resolution for Improvement Under the Illinois Highway Code in the Amount of \$55,000.00 for Frank Scott Parkway and North Belt West.

Aldersperson Eros made a motion second by Aldersperson Schaefer to approve the Resolutions as read.

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

Motion carries.

ORDINANCES

Aldersperson Rothweiler made a motion second by Aldersperson Whitaker to read Ordinances 9148, 9149, and 9150 by title only.

All members present voted aye.

Motion carries.

ORDINANCE 9148-2023

An Ordinance Authorizing Sale/Conversion of Personal Property (Furniture and Equipment at SIJWDC – 2300 West Main Street).

ORDINANCE 9150-2023

A Zoning Ordinance in RE Case #26-JUL16- Ronald Bartlett & Michele Schifferdecker (Ron & Michele Centerfield Tavern, LLC).

Aldersperson Whitaker made a motion second by Aldersperson Schaefer to approve the Ordinances as read.

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

Motion carries.

ORDINANCE 9149-2023

A Zoning Ordinance in RE Case #20-APR22- Blounts and Moore Holdings, LLC.

Aldersperson Anthony made a motion second by Aldersperson Schaefer to approve Ordinance 9149-2023.

Members voting aye on roll call: Dintelman, Schaefer, Rothweiler, Elmore, Weygandt, Sullivan, Osthoff, Whitaker, Schneider, Duco, Eros, Randle, Ferguson, Anthony. (14)

Members voting nay on roll call: Ovian (1)

Motion carries.

UNFINISHED BUSINESS

None.

MISCELLANEOUS & NEW BUSINESS

Aldersperson Dintelman made a motion second by Aldersperson Randle to approve Motor Fuel Claims in the Amount of **\$9,945.17**.

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

Motion carries.

EXECUTIVE SESSION

Aldersperson Randle made a motion second by Aldersperson Whitaker to go into executive session to discuss collective negotiation matters (5 ILCS 120/2(c)(2)), and personnel, litigation, workers' compensation, property acquisition, transfer of property, (5 ILCS 120/2(c)).

All members present voted aye.

Motion carries.

Executive Session Began: 7:38 pm
Regular Session Resume: 7:58 pm

ADJOURNMENT

Aldersperson Randle made a motion second by Aldersperson Sullivan to adjourn at p.m.

All members voted aye.

Motion carries.

Jennifer Gain Meyer, City Clerk

**CITY OF BELLEVILLE PAYMENT SUMMARY
COUNCIL MEETING - MAY 15, 2023**

GENERAL FUND

00 - Revenue	\$222,324.09
50 - Administration	\$333,381.24
51 - Police	\$75,891.59
52 - Fire	\$58,344.42
53 - Streets	\$19,166.91
54 - Parks	\$13,805.16
55 - Cemetery	\$6,054.69
56 - Hlth/Sanitation	\$74,520.26
61 - Health & Housing	\$3,908.86
62 - Economic Dev, Planning & Zoning	\$926.06
82 - Mayor	\$190.00
83 - Finance	\$40.94
84 - Human Resources	\$728.42
85 - Clerk	\$5,203.14
87 - Maintenance	\$9,758.14
88 - Engineering	\$7,778.41
GENERAL FUND TOTAL	<u>\$832,022.33</u>

SEWER OPERATIONS

75 - Collections	\$29,330.88
77 - Lines	\$55,800.74
78 - Plant	\$47,606.91
SEWER TOTAL	<u>\$132,738.53</u>

04 - Library	\$1,143.86
07 - Park/Rec	\$3,094.45
12 - General & Community Assistance	\$12,290.02
13 - Motor Fuel Tax Fund	\$283,791.81
14 - Fountain Fund	\$48.79
15 - Tort Liability Fund	\$350.00
20 - Campus Fund	\$94,763.91
22 - Sewer Repair & Replacement	\$9,043.21
24 - Sewer Const.	\$19,477.83
25 - Sewer Bond & Interest	\$1,021,184.61
30 - SSA	\$244.81
38 - TIF 3	\$385,552.28
52 - TIF 10 Lower Richland Creek	\$10,235.00
54 - TIF 12 Sherman St	\$202.52
58 - TIF 16 Route 15 West Corridor	\$21,457.85
75 - TIF 17 E Main Street	\$17,200.00

ALL FUNDS TOTAL	<u><u>\$2,844,841.81</u></u>
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VENDOR #	NAME	DEPT.	AMOUNT
01 GENERAL FUND			
659	LIBRARY FUND	01-00	41,718.66
EC007	ECKERT'S COUNTRY STORE AND FARMS	01-00	2,074.65
EN031	ENDSLEY, MARY L	01-00	500.00
GE038	GENERAL & COMMUNITY ASSISTANCE	FU01-00	41,057.44
OF010	O'FALLON HARDWARE, LLC, NP PROPER	01-00	1,493.03
SO050	SONOMA CAP RE FUND II, LLC	01-00	2,468.12
UM001	UMB BANK - CORPORATE TRUST	01-00	133,012.19
**TOTAL			222,324.09
ADMINISTRATION			
1547	THOUVENOT, WADE, & MOERCHEN INC	01-50	3,750.00
3119	COMPUTYPE IT SOLUTIONS	01-50	2,544.00
402	EGYPTIAN WORKSPACE PARTNERS	01-50	47.14
551	ILLINOIS AMERICAN WATER	01-50	12,617.86
6563	CHRIST BROS. ASPHALT INC	01-50	150,329.88
CD000	CDW GOVERNMENT INC	01-50	141,720.91
CD003	SHRED-IT USA LLC	01-50	222.64
CH030	CHARTER COMMUNICATIONS	01-50	275.11
CO139	CONSTELLATION NEW ENERGY, INC	01-50	7,202.01
GL023	GLOBAL TECHNICAL SYSTEMS, INC	01-50	282.50
GR093	GRAYBAR FINANCIAL SERVICES	01-50	2,834.91
OD007	ODP BUSINESS SOLUTIONS, LLC	01-50	104.34
ST230	STAPLES	01-50	21.97
TH080	375TH FORCE SUPPORT SQUADRON	01-50	1,000.00
UM001	UMB BANK - CORPORATE TRUST	01-50	10,302.97
UN049	UNITED INK	01-50	125.00
**TOTAL ADMINISTRATION			333,381.24
POLICE DEPARTMENT			
1652	SOUTHWESTERN IL LAW ENFORCEMENT	C01-51	9,100.00
365	WIRELESS USA	01-51	924.00
3728	DOBBS AUTO CENTERS, INC.	01-51	314.04
4902	AT & T	01-51	54.00
5425	METRO LOCK & SECURITY INC	01-51	88.00
6122	VERIZON WIRELESS	01-51	1,869.59
657	LEON UNIFORM COMPANY, INC.	01-51	315.00
926	SECRETARY OF STATE	01-51	50.00
AM063	AMAZON BUSINESS	01-51	410.75
BR160	BRINSON, ETHAN	01-51	40.01
BU079	BUSEY BANK	01-51	10,244.38
CH030	CHARTER COMMUNICATIONS	01-51	244.22
DE015	DELL MARKETING L.P.	01-51	6,252.44
DE081	DEPARTMENTWARE, INC	01-51	2,500.00
ED034	ED MORSE FORD	01-51	2,436.22
FA002	FASTENAL COMPANY	01-51	29.89
FA026	FACTORY MOTOR PARTS CO	01-51	46.92
GU026	GUARDIAN ALLIANCE TECHNOLOGIES, I	01-51	202.00
HU069	HUELS OIL COMPANY	01-51	10,626.60

VENDOR #	NAME	DEPT.	AMOUNT
=====			
01	GENERAL FUND		
POLICE DEPARTMENT			
LE089	LENOVO FINANCIAL SERVICES	01-51	1,243.07
OD007	ODP BUSINESS SOLUTIONS, LLC	01-51	364.40
OR001	O'REILLY AUTO PARTS	01-51	49.22
PU014	PURITAN SPRINGS	01-51	39.89
SE050	SELLS, DAVID	01-51	141.19
TA044	TACTICAL POLICE GEAR LLC	01-51	19,015.50
TM001	T-MOBILE USA, INC	01-51	25.00
UN027	UNIFIRST CORPORATION	01-51	17.64
WA121	WAVEBAND COMMUNICATIONS, INC	01-51	8,912.96
WI150	WILSON, KYLE	01-51	181.24
WR015	WRIGHT, KEATON	01-51	153.42
**TOTAL POLICE DEPARTMENT			75,891.59
FIRE DEPARTMENT			
182	BANNER FIRE EQUIPMENT INC	01-52	1,473.39
3445	DAVE SCHMIDT TRUCK SERVICE	01-52	4,076.77
657	LEON UNIFORM COMPANY, INC.	01-52	410.49
726	CLEAN UNIFORM COMPANY	01-52	173.55
731	MOTOROLA SOLUTIONS INC-STARCOM21	01-52RK	45.00
AM003	AMERICAN TEST CENTER	01-52	2,480.00
BE183	BEST WESTERN	01-52	2,119.00
BF001	B & F CONSTRUCTION CODE SERVICES,	01-52	295.00
BU079	BUSEY BANK	01-52	1,018.91
CH030	CHARTER COMMUNICATIONS	01-52	449.94
CO051	CONTEMPORARY LIFE SAVING TRAINING	01-52	992.00
HS004	HSMS MEDICAL GROUP INC	01-52	1,624.00
HU069	HUELS OIL COMPANY	01-52	1,253.64
LE029	LEXIPOL LLC	01-52	41,147.25
OR001	O'REILLY AUTO PARTS	01-52	134.02
RO118	ROBBINS, BRENDAN	01-52	414.00
SY011	SYRCLE, NATHANIEL	01-52	226.47
TR035	TRACTOR SUPPLY CREDIT PLAN	01-52	10.99
**TOTAL FIRE DEPARTMENT			58,344.42
STREETS			
2169	CAR CHEM	01-53	142.99
2192	SHERWIN - WILLIAMS CO.	01-53	711.80
2435	GATEWAY TRUCK & REFRIGERATION	01-53	386.87
267	BUILDING PRODUCTS CORP.	01-53	146.10
378	DINTELMANN NURSERY & GARDEN CTR,	01-53	2,002.00
413	ERB TURF EQUIPMENT, INC.	01-53	77.09
419	JOHN FABICK TRACTOR COMPANY	01-53	2,046.18
4902	AT & T	01-53	56.72
500	HARTMANN TURF & TRACTOR	01-53	66.32
515	HOME-BRITE ACE HARDWARE	01-53	217.14
AD002	ADVANCE AUTO PARTS	01-53	9.41
AR002	ARROW TERMINAL LLC	01-53	340.51

VENDOR #	NAME	DEPT.	AMOUNT
01 GENERAL FUND			
STREETS			
CA024	CARTER-WATERS	01-53	593.58
CD003	SHRED-IT USA LLC	01-53	6.00
CH030	CHARTER COMMUNICATIONS	01-53	184.31
EJ000	E J EQUIPMENT	01-53	579.60
FI014	1ST AYD CORP	01-53	740.15
HS004	HSMS MEDICAL GROUP INC	01-53	99.00
HU069	HUELS OIL COMPANY	01-53	2,880.06
IL042	ILLINOIS DEPARTMENT OF AGRICULTUR	01-53	300.00
KI006	KIMBALL MIDWEST	01-53	357.83
LU004	LUBY EQUIPMENT SERVICES	01-53	48.94
ME037	MEURER BROTHERS, INC	01-53	3,850.00
OR001	O'REILLY AUTO PARTS	01-53	6.99
PL011	PLUMBERS SUPPLY #215	01-53	283.20
RI050	RIGHT WAY TRAFFIC CONTROL, INC	01-53	2,234.12
UN027	UNIFIRST CORPORATION	01-53	800.00
**TOTAL STREETS			19,166.91
PARKS DEPARTMENT			
214	BELLEVILLE SUPPLY COMPANY	01-54	11.25
2192	SHERWIN - WILLIAMS CO.	01-54	278.57
4902	AT & T	01-54	165.69
515	HOME-BRITE ACE HARDWARE	01-54	349.09
551	ILLINOIS AMERICAN WATER	01-54	4,418.32
661	LIESE LUMBER CO., INC.	01-54	191.90
834	QUALITY RENTAL CENTER	01-54	76.74
AT011	AT & T	01-54	62.35
AT012	AT & T MOBILITY	01-54	16.62
CH030	CHARTER COMMUNICATIONS	01-54	114.98
CO139	CONSTELLATION NEW ENERGY, INC	01-54	1,889.46
CU017	CULLIGAN/SCHAEFER WATER CENTERS	01-54	31.60
DO061	DOG WASTE DEPOT	01-54	216.47
FR014	FROST ELECTRIC SUPPLY CO	01-54	439.86
HU069	HUELS OIL COMPANY	01-54	1,810.32
SC131	SCHAEFFER MFG CO	01-54	2,084.67
ST009	ST CLAIR SERVICE COMPANY	01-54	1,079.50
UL005	ULINE	01-54	136.30
UN027	UNIFIRST CORPORATION	01-54	122.87
WE023	WEINLAND REFRIGERATION	01-54	308.60
**TOTAL PARKS DEPARTMENT			13,805.16
CEMETERY DEPARTMENT			
3445	DAVE SCHMIDT TRUCK SERVICE	01-55	5,336.04
AD002	ADVANCE AUTO PARTS	01-55	565.56
UN027	UNIFIRST CORPORATION	01-55	153.09
**TOTAL CEMETERY DEPARTMENT			6,054.69

VENDOR #	NAME	DEPT.	AMOUNT
=====			
01	GENERAL FUND		
	CEMETERY DEPARTMENT HEALTH & SANITATION		
3445	DAVE SCHMIDT TRUCK SERVICE	01-56	2,391.65
515	HOME-BRITE ACE HARDWARE	01-56	11.98
6311	MILAM RECYCLING & DISPOSAL FACILI	01-56	341.45
CO073	COTTONWOOD HILLS RDF	01-56	41,671.46
HU069	HUELS OIL COMPANY	01-56	13,920.53
MI091	MINTON OUTDOOR SERVICES INC	01-56	5,969.30
ST043	ST LOUIS COMPOSTING INC	01-56	9,934.50
UN027	UNIFIRST CORPORATION	01-56	279.39
	**TOTAL HEALTH & SANITATION		74,520.26
	HEALTH & HOUSING		
402	EGYPTIAN WORKSPACE PARTNERS	01-61	134.35
515	HOME-BRITE ACE HARDWARE	01-61	40.97
BR151	BROWN, LOWELL GENE	01-61	162.57
CM003	CMRS-FP	01-61	3,000.00
HU069	HUELS OIL COMPANY	01-61	570.97
	**TOTAL HEALTH & HOUSING		3,908.86
	ECONOMIC DEV, PLANNING & ZONING		
HE102	HEWLETT-PACKARD FINANCIAL SERVICE	01-62	312.97
MC118	MCCLATCHY COMPANY LLC	01-62	254.56
ST230	STAPLES	01-62	358.53
	**TOTAL ECONOMIC DEV, PLANNING & ZONING		926.06
	MAYOR		
S0002	SWICOM	01-82	190.00
	**TOTAL MAYOR		190.00
	FINANCE		
OD007	ODP BUSINESS SOLUTIONS, LLC	01-83	15.32
ST230	STAPLES	01-83	25.62
	**TOTAL FINANCE		40.94
	HUMAN RESOURCES/COMMUNITY DEV		
CD003	SHRED-IT USA LLC	01-84	48.42
WE095	WELLNOW URGENT CARE	01-84	680.00
	**TOTAL HUMAN RESOURCES/COMMUNITY DEV		728.42
	CLERKS		
402	EGYPTIAN WORKSPACE PARTNERS	01-85	13.74
GR100	GRANICUS LLC	01-85	5,189.40
	**TOTAL CLERKS		5,203.14

VENDOR #	NAME	DEPT.	AMOUNT
=====			
01	GENERAL FUND		
	CLERKS		
	MAINTENANCE		
1949	CRESCENT PARTS & EQUIPMENT	01-87	71.35
214	BELLEVILLE SUPPLY COMPANY	01-87	549.54
2384	HOMETOWN ACE HARDWARE	01-87	7.99
393	DUTCH HOLLOW JANITORIAL SUPPLIES	01-87	1,497.48
515	HOME-BRITE ACE HARDWARE	01-87	3,081.20
5425	METRO LOCK & SECURITY INC	01-87	100.00
726	CLEAN UNIFORM COMPANY	01-87	103.54
782	OVERHEAD DOOR COMPANY OF ST. LOUI	01-87	2,078.79
BE056	BEL-O PEST SOLUTIONS	01-87	378.00
CH030	CHARTER COMMUNICATIONS	01-87	146.92
HS004	HSMS MEDICAL GROUP INC	01-87	267.00
HU069	HUELS OIL COMPANY	01-87	132.73
LO010	LOWE'S	01-87	93.95
WE023	WEINLAND REFRIGERATION	01-87	1,249.65
	**TOTAL MAINTENANCE		9,758.14
	ENGINEERING		
3727	OATES ASSOCIATES, INC.	01-88	6,312.50
402	EGYPTIAN WORKSPACE PARTNERS	01-88	115.91
GO028	GONZALEZ COMPANIES, LLC	01-88	1,350.00
	**TOTAL ENGINEERING		7,778.41
01	GENERAL FUND	GRAND TOTAL	832,022.33

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VENDOR #	NAME	DEPT.	AMOUNT
=====			
04	LIBRARY		
4902	AT & T	04-00	57.40
551	ILLINOIS AMERICAN WATER	04-00	55.34
CH030	CHARTER COMMUNICATIONS	04-00	254.97
CO139	CONSTELLATION NEW ENERGY, INC	04-00	776.15
	**TOTAL		----- 1,143.86
04	LIBRARY	GRAND TOTAL	1,143.86

VENDOR #	NAME	DEPT.	AMOUNT
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07 PLAYGROUND AND RECREATION

201	BELLEVILLE BOWLING & SPORTS SHOP	07-00	60.00
2244	SWITZER FOOD & SUPPLIES	07-00	38.30
3119	COMPUTYPE IT SOLUTIONS	07-00	30.00
4782	SAM'S CLUB/SYNCHRONY BANK	07-00	1,000.74
4902	AT & T	07-00	46.91
515	HOME-BRITE ACE HARDWARE	07-00	41.96
551	ILLINOIS AMERICAN WATER	07-00	87.17
796	PITNEY BOWES INC	07-00	91.29
BU079	BUSEY BANK	07-00	173.40
CD003	SHRED-IT USA LLC	07-00	47.70
CO139	CONSTELLATION NEW ENERGY, INC	07-00	159.48
DI036	DISCOVERY FIRST AID & SAFETY SERV	07-00	68.95
GR037	GRANT, MARY ROSE	07-00	447.20
GR093	GRAYBAR FINANCIAL SERVICES	07-00	33.54
ST230	STAPLES	07-00	317.81
WA122	WARCHOL, JIM	07-00	450.00

 **TOTAL 3,094.45

07 PLAYGROUND AND RECREATION GRAND TOTAL 3,094.45

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VENDOR #	NAME	DEPT.	AMOUNT
=====			
12	GENERAL & COMMUNITY ASSISTANCE		
AL049	ALLIED BENEFIT SYSTEMS, INC	12-00	2,360.00
BU079	BUSEY BANK	12-00	1,622.00
CD003	SHRED-IT USA LLC	12-00	6.00
CU017	CULLIGAN/SCHAEFER WATER CENTERS	12-00	31.60
GR093	GRAYBAR FINANCIAL SERVICES	12-00	50.31
	**TOTAL		----- 4,069.91
12	GENERAL & COMMUNITY ASSISTANCE	GRAND TOTAL	4,069.91

VENDOR #	NAME	DEPT.	AMOUNT
=====			
13	MOTOR FUEL TAX FUND		
194	BEELMAN LOGISTICS LLC	13-00	428.26
3727	OATES ASSOCIATES, INC.	13-00	610.00
486	HANK'S EXCAVATING & LANDSCAPING,	13-00	34,338.67
623	KILIAN CORP., THE	13-00	179,929.40
6429	ROOTERS AMERICAN MAINTENANCE INC.	13-00	62,903.52
CO075	CONCRETE SUPPLY OF ILLINOIS	13-00	2,783.00
EL001	ELECTRICO, INC.	13-00	1,861.46
GO028	GONZALEZ COMPANIES, LLC	13-00	937.50
	**TOTAL		283,791.81

13	MOTOR FUEL TAX FUND	GRAND TOTAL	283,791.81

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VENDOR #	NAME	DEPT.	AMOUNT
14	FOUNTAIN FUND		
551	ILLINOIS AMERICAN WATER	14-00	48.79
	**TOTAL		48.79
14	FOUNTAIN FUND	GRAND TOTAL	48.79

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VENDOR #	NAME	DEPT.	AMOUNT
=====			
15	TORT LIABILITY FUND		
IP002	IPMG	15-00	350.00
	**TOTAL		----- 350.00
	15 TORT LIABILITY FUND	GRAND TOTAL	350.00

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VENDOR #	NAME	DEPT.	AMOUNT
=====			
20	CAMPUS FUND		
2102	AMEREN ILLINOIS	20-00	14,408.14
296	CHEMSEARCH	20-00	511.68
515	HOME-BRITE ACE HARDWARE	20-00	9.99
5425	METRO LOCK & SECURITY INC	20-00	125.00
551	ILLINOIS AMERICAN WATER	20-00	1,812.47
830	PYRAMID ELECTRICAL CONTRACTORS,	I20-00	71,710.00
FR042	FREEBURG PRINTING & PUBLISHING,	I20-00	46.25
HA015	HAIER PLUMBING & HEATING, INC.	20-00	5,472.00
JO104	JOHNSON CONTROLS FIRE PROTECTION	20-00	448.40
SP055	SPECTRUM ENTERPRISE	20-00	219.98
	**TOTAL		94,763.91
	20 CAMPUS FUND	GRAND TOTAL	94,763.91

VENDOR #	NAME	DEPT.	AMOUNT
21 SEWER OPERATION & MAINTENANCE			
SEWER COLLECTION			
PA076	PAYMENT SERVICE NETWORK, INC	21-75	433.35
ST013	STOOKEY TOWNSHIP	21-75	28,897.53
**TOTAL SEWER COLLECTION			29,330.88
SEWER LINES			
214	BELLEVILLE SUPPLY COMPANY	21-77	69.81
272	MISSELHORN, BENJAMIN	21-77	6,889.82
515	HOME-BRITE ACE HARDWARE	21-77	49.12
5317	GRAINGER, INC.	21-77	313.48
CL019	C & L BACKHOE	21-77	11,783.50
GO005	GOODALL TRUCK TESTING	21-77	49.00
HU069	HUELS OIL COMPANY	21-77	1,033.55
LU004	LUBY EQUIPMENT SERVICES	21-77	7,992.11
MI101	MIDWEST EXCAVATING	21-77	27,400.00
UN027	UNIFIRST CORPORATION	21-77	220.35
**TOTAL SEWER LINES			55,800.74
SEWER PLANT			
214	BELLEVILLE SUPPLY COMPANY	21-78	322.13
2384	HOMETOWN ACE HARDWARE	21-78	26.97
2435	GATEWAY TRUCK & REFRIGERATION	21-78	1,164.83
272	MISSELHORN, BENJAMIN	21-78	20.00
413	ERB TURF EQUIPMENT, INC.	21-78	17.00
4217	GENERAL MACHINE & WELDING SVC	21-78	906.25
4902	AT & T	21-78	271.36
515	HOME-BRITE ACE HARDWARE	21-78	158.22
5317	GRAINGER, INC.	21-78	4,967.25
5416	AMERICAN MESSAGING	21-78	84.96
7141	AL'S AUTOMOTIVE SUPPLY, INC.	21-78	194.99
BU079	BUSEY BANK	21-78	376.90
CD003	SHRED-IT USA LLC	21-78	47.70
CO139	CONSTELLATION NEW ENERGY, INC	21-78	26,888.12
GR093	GRAYBAR FINANCIAL SERVICES	21-78	201.24
HA143	HAWKINS, INC	21-78	6,069.00
HU069	HUELS OIL COMPANY	21-78	2,524.07
OR001	O'REILLY AUTO PARTS	21-78	35.97
QU006	QUILL CORPORATION	21-78	309.17
RA040	RACHELS, TIMOTHY	21-78	123.61
ST043	ST LOUIS COMPOSTING INC	21-78	51.00
UN027	UNIFIRST CORPORATION	21-78	114.39
VA001	VANDEVANTER ENGINEERING	21-78	2,537.50
VE023	VERIZON CONNECT NWF, INC.	21-78	194.28
**TOTAL SEWER PLANT			47,606.91
21 SEWER OPERATION & MAINTENANCE		GRAND TOTAL	132,738.53

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VENDOR #	NAME	DEPT.	AMOUNT
=====			
22	SEWER REPAIR & REPLACEMENT FUND		
2435	GATEWAY TRUCK & REFRIGERATION	22-00	9,043.21
	**TOTAL		----- 9,043.21
	22 SEWER REPAIR & REPLACEMENT FUND GRAND TOTAL		9,043.21

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VENDOR #	NAME	DEPT.	AMOUNT
=====			
24	SEWER CONSTRUCTION FUND		
1423	EHRET PLUMBING & HEATING, INC.	24-00	16,582.83
MO111	MOORE, KARA	24-00	2,895.00
	**TOTAL		----- 19,477.83
	24 SEWER CONSTRUCTION FUND	GRAND TOTAL	19,477.83

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VENDOR #	NAME	DEPT.	AMOUNT
25	SEWER BOND AND INTEREST FUND		
6086	ILLINOIS ENVIRONMENTAL PROTECTION	25-00CY	1,021,184.61
	**TOTAL		1,021,184.61
25	SEWER BOND AND INTEREST FUND	GRAND TOTAL	1,021,184.61

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VENDOR #	NAME	DEPT.	AMOUNT
30	SPECIAL SERVICE AREA		
CO139	CONSTELLATION NEW ENERGY, INC	30-00	244.81
	**TOTAL		244.81
	30 SPECIAL SERVICE AREA	GRAND TOTAL	244.81

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VENDOR #	NAME	DEPT.	AMOUNT
=====			
38	TIF 3 (CITY OF BELLEVILLE)		
3727	OATES ASSOCIATES, INC.	38-00	15,040.00
4058	MORROW BROTHERS FORD, INC.	38-00	155,640.00
6354	AUTO ACCENTS	38-00	240.00
BA126	BAER HEATING & COOLING, INC	38-00	18,254.00
EL001	ELECTRICO, INC.	38-00	757.58
LO029	LOCHMUELLER GROUP	38-00	7,722.00
TR016	TREASURER, STATE OF ILLINOIS	38-00	186,098.70
UN049	UNITED INK	38-00	1,800.00

	**TOTAL		385,552.28
	38 TIF 3 (CITY OF BELLEVILLE)	GRAND TOTAL	385,552.28

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VENDOR #	NAME	DEPT.	AMOUNT
52	TIF 10 (LOWER RICHLAND CREEK)		
G0028	GONZALEZ COMPANIES, LLC	52-00	10,235.00
	**TOTAL		10,235.00
	52 TIF 10 (LOWER RICHLAND CREEK)	GRAND TOTAL	10,235.00

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VENDOR #	NAME	DEPT.	AMOUNT
54	TIF 12 (SHERMAN STREET)		
EL001	ELECTRICO, INC.	54-00	202.52
	**TOTAL		202.52
	54 TIF 12 (SHERMAN STREET)	GRAND TOTAL	202.52

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VENDOR #	NAME	DEPT.	AMOUNT
58	TIF 16 (ROUTE 15 WEST CORRIDOR)		
486	HANK'S EXCAVATING & LANDSCAPING, 58-00		21,457.85
	**TOTAL		21,457.85
	58 TIF 16 (ROUTE 15 WEST CORRIDOR) GRAND TOTAL		21,457.85

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VENDOR #	NAME	DEPT.	AMOUNT
75	TIF 17 (EAST MAIN STREET)		
WE023	WEINLAND REFRIGERATION	75-00	17,200.00
	**TOTAL		17,200.00
	75 TIF 17 (EAST MAIN STREET)	GRAND TOTAL	17,200.00
	GRAND TOTAL FOR ALL FUNDS:		2,836,621.70
	TOTAL FOR REGULAR CHECKS:		2,772,639.67
	TOTAL FOR DIRECT PAY VENDORS:		63,982.03

PAYROLL BREAKDOWN AS PER G/L DISTRIBUTION REPORT
PAYROLL DATE: 5/5/2023

01 50	ADMINISTRATION	<u>\$15,863.61</u>
01 51	POLICE	<u>\$319,715.95</u>
01 52	FIRE	<u>\$279,500.94</u>
01 53	STREET	<u>\$46,856.84</u>
01 54	PARKS	<u>\$21,842.21</u>
01 55	CEMETERY	<u>\$10,277.76</u>
01 56	SANITATION	<u>\$35,863.82</u>
01 60	LEGAL	<u>\$7,614.64</u>
01 61	HOUSING DEPARTMENT	<u>\$28,091.65</u>
01 62	ECONOMIC DEVELOPMENT & PLANNING	<u>\$8,949.83</u>
01 82	MAYOR	<u>\$6,865.39</u>
01 83	FINANCE	<u>\$7,899.14</u>
01 84	HUMAN RESOURCE	<u>\$4,821.57</u>
01 85	CLERK	<u>\$8,420.87</u>
01 86	TREASURER	<u>\$4,187.49</u>
01 87	MAINTENANCE	<u>\$19,092.35</u>
01 88	ENGINEER	<u>\$6,135.43</u>
	TOTAL GENERAL FUND	<u>\$831,999.49</u>
4	LIBRARY	<u>\$39,635.40</u>
7	RECREATION	<u>\$11,448.23</u>
12	G & C ASSISTANCE	<u>\$4,139.98</u>
20	CAMPUS	<u>\$2,787.35</u>
21 75	SEWER COLLECTIONS	<u>\$7,323.00</u>
21 77	SEWER LINES	<u>\$11,274.20</u>
21 78	SEWER PLANT	<u>\$52,917.12</u>
	TOTAL SEWER DEPARTMENT	<u>\$71,514.32</u>
	Employers' Portion of FICA (06-00-21500) CR	<u>\$38,394.06</u>
	*****TOTAL PAYROLL	<u>\$999,918.83</u>

5/5/2023

Current Carrier Rates

Current Devices	Total Lines	Monthly Device Cost per Line	Total Monthly Device Cost	Rate Plan	Monthly Plan Cost per Line + Fees	Monthly Plan Total Cost	Total Monthly Cost (Plan, Fees & Device)
Tablet -MI	4	\$0.00	\$0	10G Shared Data	\$10.02	\$40.08	\$40.08
Basic Phone	24	\$0.00	\$0	Basic UNL min+msg 100MB email	\$24.84	\$596.16	\$596.16
Unlimited tablet - MI	12	\$0.00	\$0	MBB UNL	\$36.01	\$432.12	\$432.12
Air Card - MI	1	\$0.00	\$0	Air Card	\$38.01	\$38.01	\$38.01
Smart Phone	17	\$0.00	\$0	Unlimited Voice - Data	\$42.00	\$714.00	\$714.00
Smart Phone	5	\$0.00	\$0	Unlimited Voice - Data -4G Hotspot	\$47.00	\$235.00	\$235.00
Smart Phone	1	\$0.00	\$0	UNL talk, data -4G hotspot	\$52.00	\$52.00	\$52.00
1st Resp Basic	1	\$0.00	\$0	Basic UNL min+msg 100MB email	\$24.84	\$24.84	\$24.84
1st Resp data	27	\$0.00	\$0	1st RES MBB UNL	\$36.01	\$972.27	\$972.27
1st Resp Voice	14	\$0.00	\$0	Public Safety 1st Resp SP UNL - Voice	\$42.00	\$588.00	\$588.00
1st Resp Voice - 4G HS	28	\$0.00	\$0	Public Safety 1st Resp SP UNL - Voice 4G1	\$47.00	\$1,316.00	\$1,316.00
1st Resp Voice -4G HS	8	\$0.00	\$0	Public Safety 1st Resp SP UNL - Voice - 4G	\$52.00	\$416.00	\$416.00
Total:	142		\$0			\$5,424.48	\$5,424.48

INCLUDED FEATURES:

- Unlimited talk, text, and data
- Unlimited 5G and 4G LTE data on our network
- Scam Shield
- International texting and data
- Mexico & Canada - Unlimited calling, texting and data (5G high-speed)
- Unlimited video streaming

Proposed T-Mobile Rates

Proposed Device	Total Lines	Device Cost	Total Monthly Device Cost	Net Device Cost	Monthly Device Cost per Line	Total Monthly Device Cost	Total Pmts	Rate Plan	Data Allowance (GB)	Number of Minutes	Norht America Home Calling	Simple Global	Go Go in Flight	Hotspot data allotment (GB)	Monthly Plan Cost + Fees	Total Monthly Plan Cost	Total Monthly Plan + Device Cost
Unlimited tablet	4	\$0	\$0	\$0	\$0.00	\$0	0	Unlimited data	n/a	n/a	n/a	n/a	n/a	11	\$19.98	\$79.92	\$79.92
iOS SE 5G or A14 5G	24	\$0	\$0	\$0	\$0.00	\$0	0	Unlimited voice, data, 1 Unl	n/a	n/a	Yes	Yes	11	\$24.65	\$591.60	\$591.60	
Unlimited tablet	12	\$0	\$0	\$0	\$0.00	\$0	0	Unlimited data	n/a	n/a	n/a	n/a	11	\$19.98	\$239.76	\$239.76	
Unlimited tablet	1	\$0	\$0	\$0	\$0.00	\$0	0	Unlimited data	n/a	n/a	n/a	n/a	11	\$19.98	\$19.98	\$19.98	
iOS SE 5G or A14 5G	17	\$0	\$0	\$0	\$0.00	\$0	0	Unlimited voice, data, 1 Unl	n/a	n/a	Yes	Yes	11	\$24.65	\$419.05	\$419.05	
iOS SE 5G or A14 5G	5	\$0	\$0	\$0	\$0.00	\$0	0	Unlimited voice, data, 1 Unl	n/a	n/a	Yes	Yes	11	\$24.65	\$123.25	\$123.25	
iOS SE 5G or A14 5G	1	\$0	\$0	\$0	\$0.00	\$0	0	Unlimited voice, data, 1 Unl	n/a	n/a	Yes	Yes	11	\$24.65	\$24.65	\$24.65	
Alpha iOS SE 5G or A14 5G	1	\$0	\$0	\$0	\$0.00	\$0	0	Unlimited voice, data, 1 Unl	n/a	n/a	Yes	Yes	11	\$28.90	\$28.90	\$28.90	
Alpha tablet unlimited MI	27	\$0	\$0	\$0	\$0.00	\$0	0	Unlimited data	n/a	n/a	n/a	n/a	11	\$24.23	\$654.21	\$654.21	
Alpha iOS SE 5G or A14 5G	14	\$0	\$0	\$0	\$0.00	\$0	0	Unlimited voice, data, 1 Unl	n/a	n/a	Yes	Yes	19	\$28.90	\$404.60	\$404.60	
Alpha iOS SE 5G or A14 5G	28	\$0	\$0	\$0	\$0.00	\$0	0	Unlimited voice, data, 1 Unl	n/a	n/a	Yes	Yes	20	\$28.90	\$809.20	\$809.20	
Alpha iOS 13 or Pixel 6a	8	\$0	\$0	\$0	\$0.00	\$0	0	Unlimited voice, data, 1 Unl	n/a	n/a	Yes	Yes	21	\$39.10	\$312.80	\$312.80	
	142					\$0									\$3,707.92	\$3,707.92	\$3,707.92

Total Monthly Rate Plan Savings:	\$1,716.56
Total Annual Rate Plan Savings:	\$20,598.72
Annual Rate Plan Savings %:	32%
Total Monthly Cost with Device:	\$3,707.92
Total Annual Cost with Device:	\$44,495.04

HUB LOCATIONS

<u>Location</u>	<u>Address</u>	<u>Type</u>	<u>Bandwidth Access</u>	<u>Bandwidth Speed</u>	<u>Total Per Site</u>
City Hall	101 S. Illinois Street	ADI	500M Access \$450	500M Port Speed \$692	\$1,142
Police Department	720 W. Main Street	ADI	500M Access \$450	500M Port Speed \$692	\$1,142
Sub Total:					\$2,284

BRANCH LOCATIONS

<u>Location</u>	<u>Address</u>	<u>Type</u>	<u>Bandwidth Access</u>	<u>Bandwidth Speed</u>	<u>Total Per Site</u>
Police Department	720 W. Main Street	ASEOD	1GB Port Access \$167	500M CIR Speed \$456	\$623
City Hall	101 S. Illinois Street	ASEOD	1GB Port Access \$167	500M CIR Speed \$456	\$623
Human Resources	510 W. Main Street	ASEOD	1GB Port Access \$167	100M CIR Speed \$288	\$455
Health and Housing	2300 W. Main St	ASEOD	1GB Port Access \$167	100M CIR Speed \$288	\$455
Fire Department	315 Carlyle Ave	ASEOD	1GB Port Access \$167	100M CIR Speed \$288	\$455
	2200 W. Washington Ave	ASEOD	1GB Port Access \$167	100M CIR Speed \$288	\$455
	6200 West Main St.	ASEOD	1GB Port Access \$167	100M CIR Speed \$288	\$455
	1125 S. Illinois St.	ASEOD	1GB Port Access \$167	100M CIR Speed \$288	\$455
Libraries	121 E. Washington Ave	ASEOD	1GB Port Access \$167	100M CIR Speed \$288	\$455
	3414 W. Main St.	ASEOD	1GB Port Access \$167	100M CIR Speed \$288	\$455
Maintenance Department	17 N. 12th Street	ASEOD	1GB Port Access \$167	100M CIR Speed \$288	\$455
Sanitation	2115 Freeburg Ave	ASEOD	1GB Port Access \$167	100M CIR Speed \$288	\$455
Sewer Department	498 Environmental Dr	ASEOD	1GB Port Access \$167	100M CIR Speed \$288	\$455
Sub Total:					\$6,251

FATPIPE

<u>Location</u>	<u>SKU</u>	<u>Quantity</u>	<u>Description</u>	<u>MRR price</u>
City Hall and Police Department	ASE-FP-WAN-GT500M-1G	2	ASEOD FatPipe WAN Edge Management 500M < 1G (1G Port) 1U	\$749.32
11 Branch Sites	ASE-FP-WAN-LT100M-1GPORT	11	ASEOD FatPipe WAN Edge Management<100M (1G PORT)	\$1,768.02
WAN-CTRL		1	FatPipe WAN Edge Management Controller	\$135.14
Sub Total:				\$2,652.48
Shipping(non-recurring charge)				\$1,235.29

Totals:	\$12,422.77
Monthly Recurring Totals	\$11,187.48

OPTIONAL SERVICES

ASE-VPN	City Hall and Police Dept	2	ASEOD VPN secure connectivity	\$37.84
ASE-VPN	11 Branch Sites	11	ASEOD VPN secure connectivity	\$189.19
ASE-DNS	City Hall and Police Dept	2	ASEOD Smart DNS	\$118.92
AZR	Azure Virtual Instance	1	Standard MPVPN for Azure	\$159.53



Customer Signature Page

Customer	AT&T			
CITY OF BELLEVILLE Street Address: 101 S ILLINOIS ST City: BELLEVILLE State/Province: IL Zip Code: 62220 Country: US	AT&T Corp.			
Customer Contact (for notices)	AT&T Contact (for notices)			
Name: Eric Walls, Sr Title: Director of IT Street Address: 101 S ILLINOIS ST City: BELLEVILLE State/Province: IL Zip Code: 62220 Country: US Telephone: 6182336518 Fax: Email: ewalls@belleville.net Customer Account Number or Master Account:	Street Address: 225 W RANDOLPH ST -- Z1 City: CHICAGO State/Province: IL Zip Code: 60606 Country: US With a copy to: AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com			
AT&T Solution Provider or Representative Information (if applicable)				
Name:	Company Name:			
Agent Street Address:	City:	State:	Zip Code:	Country:
Telephone:	Fax:	Email:	Agent Code:	

Customer signature serves as a signature of each document listed below. Edits to appended documents, as originally presented by AT&T, are rejected. Listed documents become effective upon execution of all documents identified by Contract ID below.

Documents Appended:	Contract IDs:
MASTER AGREEMENT click here for details or http://serviceguide.att.com/masteragreement/	
AT&T_MANAGED_INTERNET_SERVICE_PRICING_SCHEDULE_CONTRACT_ID_2871821.pdf	2871821

If Customer is purchasing Voice Over IP services, the following additional language applies:

The undersigned, on behalf of Customer, acknowledges that Customer has received and understands the advisories concerning the circumstances under which E911 service may not be available, as stated in the AT&T Business Voice over IP Services Service Guide found at http://serviceguidenew.att.com/sg_flashPlayerPage/BVOIP. Such circumstances include, but are not limited to, relocation of the end user's CPE, use of a non-native or virtual telephone number, failure in the broadband connection, loss of electrical power, and delays that may occur in updating the Customer's location in the automatic location information database.

Customer (by its authorized representative)
By:
Name:
Title:
Date:



**AT&T DEDICATED INTERNET
 PRICING SCHEDULE**

Customer	AT&T
CITY OF BELLEVILLE Street Address: 101 S ILLINOIS ST City: BELLEVILLE State/Province: IL Zip Code: 62220 Country: United States	AT&T Corp.
Customer Contact (for Notices)	AT&T Contact (for Notices)
Name: Eric Walls, Sr Title: Director of IT Street Address: 101 S ILLINOIS ST City: BELLEVILLE State/Province: IL Zip Code: 62220 Country: United States Telephone: 6182336518 Email: ewalls@belleville.net	Name: DIMITRIOS POULAKIS Street Address: 225 W RANDOLPH ST -- Z1 City: CHICAGO State/Province: IL Zip Code: 60606 Country: United States Telephone: 8154120742 Email: dp847j@att.com Sales/Branch Manager: LOCKWOOD, RICHARD M SCVP Name: FIKE, GREGORY W Sales Strata: Retail Sales Region: USA With a copy (for Notices) to: AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com
AT&T Solution Provider or Representative Information (if applicable) <input type="checkbox"/>	
Name: Company Name: Agent Street Address: City: State: Zip Code: Country: Telephone: Fax: Email: Agent Code:	

This Pricing Schedule is part of the Agreement between AT&T and Customer referenced above.

Customer (by its authorized representative)	AT&T (by its authorized representative)
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Signature Not Required on this Page - Refer to Customer Signature Page Contract ID 2871820

AT&T and Customer Confidential Information

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**AT&T DEDICATED INTERNET
 PRICING SCHEDULE**

1. SERVICES

Service	Service Publication Location
AT&T Dedicated Internet (ADI)	http://serviceguidenew.att.com/sq_flashPlayerPage/MIS
AT&T Bandwidth Services	http://serviceguidenew.att.com/sq_flashPlayerPage/BWS

2. PRICING SCHEDULE TERM AND EFFECTIVE DATES

Pricing Schedule Term*	60 months
Pricing Schedule Term Start Date	Effective Date of this Pricing Schedule
Effective Date of Rates and Discounts	Effective Date of this Pricing Schedule

*Price Stabilization does not apply to Services or Service Components that have been designated as grandfathered in the applicable Service Publication as of the Pricing Schedule Effective Date (Previously Grandfathered Service/Service Components). AT&T may change prices, discounts, terms or conditions for Previously Grandfathered Service/Service Components on 30 days' prior notice to Customer.

3. MINIMUM PAYMENT PERIOD

Service Components	Percent of Monthly Charges Due Upon Termination Prior to Completion of Minimum Payment Period	Minimum Payment Period per Service Component*
All Service Components	50%	Longer of 12 months or until the end of the Pricing Schedule Term

*The Minimum Payment Period does not apply to Previously Grandfathered Service/Service Components.

4. RATES (US Mainland, and HI only)

Section I: AT&T Dedicated Internet Access Bandwidth

Table 1: DNS Services

Option	Undiscounted MRC
Additional Primary DNS (available in increments of up to 15 zones with a maximum of 150 Kilobytes of zone file data)	\$100 per DNS increment
Additional Secondary DNS (available in increments of up to 15 zones with a maximum of 150 Kilobytes of zone file data)	\$100 per DNS increment

AT&T and Customer Confidential Information

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**AT&T DEDICATED INTERNET
 PRICING SCHEDULE**

Table 2: ADI Tele – Installation

Discount: 100.00%

ADI Speed	Undiscounted ADI Installation Fee	Undiscounted ADI w/ Managed Router Installation Fee
56 Kbps	\$1,000	\$1,000
128 Kbps - 1.5 Mbps	\$1,000	\$1,000
NxT-1	\$2,500	\$2,500
Tiered/Full T-3	\$5,000	N/A
Tiered OC-3, OC-12, OC-48	\$10,000	N/A
Ethernet	\$1,500 [#]	\$1,500 ^{**#}
10 Gig Ethernet* and up	\$1,500 [#]	\$1,500

* Service not available with MPLS PNT

**Pricing available for ADI speeds of 100 Mbps and below and with electrical interfaces only.

[#] Pricing also applies to Service locations in Alaska

Table 3: On-Site Installation

Discount: 100.00%

ADI Speed	Undiscounted ADI w/ Managed Router Only Installation Fee
56 Kbps	\$999
128 Kbps - 1.5 Mbps	\$999
NxT-1	\$999
Tiered/Full T-3	\$1,000
Tiered OC-3, OC-12, OC-48	\$10,000
Ethernet	\$1,500*
10 Gig Ethernet and up	\$1,500
Nx10Gig Ethernet	\$3,500

* Pricing also applies to Service locations in Alaska.

Table 4: LAN IP Block Size

IPv4 LAN IP Block Size	Undiscounted MRC	Discount
/28	\$112	0.00%
/27	\$224	0.00%
/26	\$448	0.00%
/25	\$896	0.00%
/24	\$1,792	0.00%
/23	\$3,584	0.00%
/22	\$7,168	0.00%
/21	\$14,336	0.00%
/20	\$28,672	0.00%
/19	\$57,344	0.00%

AT&T and Customer Confidential Information

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**AT&T DEDICATED INTERNET
PRICING SCHEDULE**

Table 5: Flexible Bandwidth Billing Option – Ethernet*

ADI & ADI w/Managed Router Discount: 10.00% Applies to all Tiered Bandwidth Minimum Commitments in this table unless an override discount is indicated.			Incremental Usage Fee Discount: 10.00% Applies to all Tiered Bandwidth Minimum Commitments in this table unless an override discount is indicated.
Tiered Bandwidth Minimum Commitment	Undiscounted ADI MRC	Undiscounted ADI w/ Managed Router MRC	Undiscounted Incremental Usage Fee
ADI & ADI w/ Managed Router Discount for the following:			Incremental Usage Fee Discount for the following:
0.5 Mbps	\$257	\$385	\$940
1.0 Mbps	\$258	\$386	\$510
1.5 Mbps	\$259	\$387	\$380
2 Mbps	\$260	\$388	\$355
3 Mbps	\$261	\$389	\$340
4 Mbps	\$262	\$390	\$325
5 Mbps	\$263	\$391	\$270
6 Mbps	\$264	\$392	\$250
7 Mbps	\$265	\$393	\$245
8 Mbps	\$266	\$394	\$235
9 Mbps	\$267	\$395	\$230
ADI & ADI w/ Managed Router Discount for the following:			Incremental Usage Fee Discount for the following:
10 Mbps	\$268	\$396	\$198.00
15 Mbps	\$359	\$487	\$162.33
20 Mbps	\$449	\$577	\$144.25
25 Mbps	\$542	\$670	\$134.00
ADI & ADI w/ Managed Router Discount for the following:			Incremental Usage Fee Discount for the following:
30 Mbps	\$633	\$761	\$126.83
35 Mbps	\$680	\$854	\$122.00
40 Mbps	\$812	\$945	\$118.13
45 Mbps	\$817	\$950	\$105.56
ADI & ADI w/ Managed Router Discount for the following:			Incremental Usage Fee Discount for the following:
50 Mbps	\$813	\$955	\$95.50
60 Mbps	\$946	\$1,100	\$91.67
70 Mbps	\$1,032	\$1,200	\$85.71
75 Mbps	\$1,118	\$1,300	\$86.67
80 Mbps	\$1,204	\$1,420	\$88.75
90 Mbps	\$1,290	\$1,500	\$83.33
ADI & ADI w/ Managed Router Discount for the following:			Incremental Usage Fee Discount for the following:
100 Mbps	\$1,400	\$1,555	\$77.75
120 Mbps	\$1,770	\$1,937	\$80.71
144 Mbps	\$1,790	\$1,960	\$68.06

AT&T and Customer Confidential Information

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**AT&T DEDICATED INTERNET
 PRICING SCHEDULE**

ADI & ADI w/Managed Router Discount: 10.00% Applies to all Tiered Bandwidth Minimum Commitments in this table unless an override discount is indicated.			Incremental Usage Fee Discount: 10.00% Applies to all Tiered Bandwidth Minimum Commitments in this table unless an override discount is indicated.
Tiered Bandwidth Minimum Commitment	Undiscounted ADI MRC	Undiscounted ADI w/ Managed Router MRC	Undiscounted Incremental Usage Fee
ADI & ADI w/ Managed Router Discount for the following:			Incremental Usage Fee Discount for the following:
150 Mbps	\$1,800	\$1,965	\$65.50
155 Mbps	\$1,820	\$2,020	\$65.16
ADI & ADI w/ Managed Router Discount for the following:			Incremental Usage Fee Discount for the following:
200 Mbps	\$2,000	\$2,100	\$52.50
250 Mbps	\$2,150	\$2,240	\$44.80
300 Mbps	\$2,250	\$2,620	\$43.67
350 Mbps	\$2,500	\$3,125	\$44.64
ADI & ADI w/ Managed Router Discount for the following: 84.00%			Incremental Usage Fee Discount for the following:
400 Mbps	\$2,700	\$3,380	\$42.25
450 Mbps	\$3,000	\$3,720	\$41.33
500 Mbps	\$3,500	\$4,325	\$43.25
550 Mbps	\$3,650	\$4,425	\$40.23
600 Mbps	\$4,096	\$4,840	\$40.33
622 Mbps	\$4,117	\$5,000	\$40.19
ADI & ADI w/ Managed Router Discount for the following:			Incremental Usage Fee Discount for the following:
700 Mbps	\$4,199	\$5,240	\$37.43
800 Mbps	\$4,301	\$5,440	\$34.00
900 Mbps	\$4,403	\$5,540	\$30.78
1000 Mbps	\$4,505	\$5,620	\$28.10

* Pricing also applies to Service locations in Alaska (Override discounts are not applicable to Service locations in Alaska).

Table 6: Class of Service Option - Tiered T-1, T-3 and Burstable Service - Monthly Charges

Discount: 100.00%

Speed	Class of Service ADI & ADI w/ Managed Router MRC*
56 Kbps**	\$225
128 Kbps**	\$225
256 Kbps**	\$225
384 Kbps**	\$225
512 Kbps**	\$225
768 Kbps	\$225
1024 Kbps**†	\$225
1.5 Mbps	\$225
2xT-1 (3 Mbps)	\$225
3xT-1 (4.5 Mbps)	\$225

AT&T and Customer Confidential Information

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**AT&T DEDICATED INTERNET
 PRICING SCHEDULE**

Speed	Class of Service ADI & ADI w/ Managed Router MRC [#]
4xT-1 (6 Mbps)	\$225
5xT-1 (7.5 Mbps)	\$225
6xT-1 (9 Mbps)	\$225
7xT-1 (10.5 Mbps)	\$225
8xT-1 (12 Mbps)	\$225
10 Mbps	\$825
15 Mbps	\$1,075
20 Mbps	\$1,325
25 Mbps	\$1,575
30 Mbps	\$1,825
35 Mbps	\$2,100
40 Mbps	\$2,350
45 Mbps	\$2,750
155 Mbps	\$2,750

* Charges waived for Sites with AT&T BVoIP Service.

**no real-time class available.

(†) Speed not available with MPLS PNT.

Pricing also applies to Service locations in Alaska.

Table 7: Class Of Service Option - Flexible Bandwidth Billing Option - Monthly Charges

Discount: 100.00%

Speed	Undiscounted ADI & ADI w Managed Router MRC [#]
Up to 1.5 Mbps	\$225
2.0 Mbps	\$285
2.01 - 3.0 Mbps	\$360
3.01 - 4.0 Mbps	\$435
4.01 - 5.0 Mbps	\$510
5.01 - 6.0 Mbps	\$575
6.01 - 7.0 Mbps	\$640
7.01 - 8.0 Mbps	\$705
8.01 - 9.0 Mbps	\$765
9.01 to 10.0 Mbps	\$825
10.01 to 15.0 Mbps	\$1,075
15.01 - 20.0 Mbps	\$1,325
20.01 - 25.0 Mbps	\$1,575
25.01 - 30.0 Mbps	\$1,825
30.01 - 35.0 Mbps	\$2,100
35.01 - 40.0 Mbps	\$2,350
40.01 - 45 Mbps	\$2,750
45.01 - 155 Mbps	\$5,000
200 - 250 Mbps	\$5,400
300 - 350 Mbps	\$5,800
400 - 600 Mbps	\$6,200
622 Mbps	\$7,000

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**AT&T DEDICATED INTERNET
 PRICING SCHEDULE**

Speed	Undiscounted ADI & ADI w Managed Router MRC **
700 – 1000 Mbps	\$7,800
1.5 Gbps**	\$7,900
2.0 Gbps**	\$8,000
2.5 Gbps**	\$8,100
3.0 Gbps**	\$8,200
3.5 Gbps**	\$8,300
4.0 Gbps**	\$8,400
4.5 Gbps**	\$8,500
5.0 Gbps**	\$8,600
5.5 Gbps**	\$8,700
6.0 Gbps**	\$8,800
6.5 Gbps**	\$8,900
7.0 Gbps**	\$9,000
7.5 Gbps**	\$9,100
8.0 Gbps**	\$9,200
8.5 Gbps**	\$9,300
9.0 Gbps**	\$9,400
9.5 Gbps**	\$9,500
10.0 Gbps and up**	\$9,600

*Charges waived for Sites with AT&T BVoIP Service.
 ** Speed not available with MPLS PNT.
 # Pricing also applies to Service locations in Alaska.

Table 8: Class Of Service Option – Aggregate Billing Option - Monthly Charges**

Discount: 100.00%

Speed	Undiscounted ADI & ADI w Managed Router MRC **
T3 (up to 45 Mbps)	\$2,750
OC3 (up to 155 Mbps)	\$5,000
OC12 (up to 622 Mbps)	\$7,000
Ethernet (up to 1000 Mbps)	\$7,800
OC48 (up to 2500 Mbps)	\$8,100
10 Gigabit Ethernet (up to 10000 Mbps) and up	\$9,600

*Charges waived for Sites with AT&T BVoIP Service.
 **Not available with MPLS PNT.

Table 9: Class Of Service Option - Installation Fees

Discount: 100.00%

Class of Service Undiscounted Installation Fee**	\$1,000
--	---------

*Charges waived for Sites with AT&T BVoIP Service.
 # Pricing also applies to Service locations in Alaska.

AT&T and Customer Confidential Information

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**AT&T DEDICATED INTERNET
 PRICING SCHEDULE**

Table 10: Local Access without Diversity

Location	Access Bandwidth	Local Access Non-Recurring Charge	Local Access Net Monthly Recurring Charge
101 S ILLINOIS ST BELLEVILLE IL 62220-2105	MIS Ethernet Access 500 Mbps	\$0.00	\$450.00
720 W MAIN ST BELLEVILLE IL 62220-1515	MIS Ethernet Access 500 Mbps	\$0.00	\$450.00

Section II: AT&T Business in a BoxSM

Table 1: Service Component Replacement – Next Business Day Shipped (5x8) Monthly Charges

Discount: 100.00%

Service Component/Device	Undiscounted MRC*
Base Unit NextGen	\$50
Base Unit 12 Port	\$50
Base Unit 24 Port	\$70
Base Unit High Bandwidth	\$70
8 Port Analog Module Add-On	\$35
24 Port Analog Module Add-On	\$70

* Pricing also applies to Service locations in Alaska.

Table 2: On-Site Maintenance (24X7X4) Monthly Charges

Discount: 100.00%

Option	Undiscounted MRC*
Base Unit NextGen	\$75
Base Unit 12 Port	\$75
Base Unit 24 Port	\$95
Base Unit High Bandwidth	\$95
8 Port Analog Module Add-On	\$40
24 Port Analog Module Add-On	\$80

* Pricing also applies to Service locations in Alaska.

Table 3: Life-Cycle Management Charges - Service Charges

Discount: 100.00%

Per Site / Per Occurrence during Standard Business Hours (Monday-Friday, 8:00 am- 5:00 pm, local time)	Undiscounted Charge *
Move, Addition, Change to Service	\$260
Delete Service	\$500

* Pricing also applies to Service locations in Alaska.

AT&T and Customer Confidential Information

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 ASAP!

**AT&T DEDICATED INTERNET
 PRICING SCHEDULE**

Table 4: Class of Service Option - when ordered with AT&T BVoIP Services only

Discount: 100.00%

Class of Service Monthly Charges	\$225*
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* Pricing also applies to Service locations in Alaska.

Table 5: IP Version Change

Discount: 100.00%

IP Version Change – Per Site, Per Occurrence	\$500*
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* Pricing also applies to Service locations in Alaska.

Section III: Additional Service Fees

Moving Fee (during hours)	\$1,000 per location*
Additional Moving Fee (outside standard operating hours – 8:00 a.m. to 5:00 p.m. Monday through Friday)	Additional \$500 per location*

*Subject to availability, pricing also applies to Service locations in Alaska.

This is the last page of the Pricing Document.

Payment Service Network, Inc. Service Agreement

This SERVICE AGREEMENT, including any and all exhibits attached hereto (the "Agreement"), is entered into as of the 27th day of May 2023 (the "Effective Date"), by and between the City of Belleville, IL (the "Biller"), and Payment Service Network, Inc. ("PSN"). Biller and PSN may be referred to herein individually as a "Party" and collectively as the "Parties." Capitalized terms used herein shall have the meanings ascribed to them in Exhibit A attached hereto, unless otherwise expressly defined in this Agreement.

WHEREAS, PSN is in the business of providing and implementing electronic bill presentment and payment services (the "Services" as more fully defined in Exhibit A below); and

WHEREAS, Biller desires to contract with PSN for the provision of the Services upon the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the above recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. License Grant and Restrictions. Subject to execution by Biller of this Agreement, PSN hereby grants to Biller a non-exclusive, non-transferable, worldwide right to use the Services selected by Biller on the Biller Order Form attached hereto as Exhibit B, until the termination of this Agreement as provided herein, solely for the purposes authorized herein, and specifically to bill and receive payment from Biller's own Customers. All rights not expressly granted to Biller are reserved by PSN and its licensors. The license granted to Biller hereunder does not transfer to Biller any ownership or proprietary rights in PSN's Site, PSN Technology or the Services or any part thereof, and all right, title and interest in and to PSN's Site, PSN Technology and the Services will remain solely with PSN. Biller shall not: (i) license, sublicense, sell, resell, lease, transfer, assign, distribute or otherwise commercially exploit or make available to any third party PSN's Site, PSN Technology or the Services in any way; (ii) modify or make derivative works based upon PSN's Site, PSN Technology or the Services; (iii) recreate, "frame" or "mirror" any portion of PSN's Site, PSN Technology or the Services on any other server or wireless or Internet-based device; (iv) reverse engineer PSN's Site, PSN Technology or the Services; (v) copy any features, functions or graphics of PSN's Site, PSN Technology or the Services; or (vi) access PSN's Site, PSN Technology or the Services in order to build a competitive product or service, or to build a product using similar ideas, features, functions or graphics of PSN's Site, PSN Technology or the Services.

2. General Service Terms. Biller will provide to PSN all Biller Data generated for Biller's Customers. Unless otherwise expressly agreed to in writing by PSN to the contrary, PSN will process all of Biller's Transactions related to the Biller Data and will do so via electronic data transmission according to PSN's formats and procedures for each electronic payment type Biller selects on the Biller Order Form. Biller understands and acknowledges that PSN is party to agreements with various processors and card associations pursuant to which PSN is being provided with certain payment processing services by a member (a "Provider") of Mastercard, Visa, Discover and/or similar entities (collectively, "Associations"), and that at times, Biller is a sub-merchant under such merchant services agreements between PSN and Providers. Where requested by PSN, and as a conditional precedent to PSN performing its obligations under this Agreement, Biller shall enter into such agreements with the Provider (on Provider's current form) as necessary for the provision of Services to satisfy the card associations' requirement that Biller have a direct contractual relationship with a member of the card association (including without limitation sub-merchant agreements). In addition, Biller will execute all third-party applications and enter into all agreements required for the Services without unreasonable delay, including without limitation Payment Processing Agreements and merchant agreements that may be required upon implementation, or later at such time as the Services operate with different or multiple payment processors.

3. Exclusivity. During the Term of this Agreement, PSN shall be the exclusive provider of the Services selected by Biller on the Biller Order Form. Biller shall not seek or accept similar services from other providers unless prior written approval is obtained from PSN.

4. Privacy and Security. PSN's privacy policy may be viewed at <https://www.info.paymentservicenet.com/privacy-policy>. PSN reserves the right to modify its privacy policy in its reasonable discretion from time to time which such modifications shall not materially adversely impact such policy. PSN will maintain compliance with current required Payment Card Industry (PCI) standards and Cardholder Information Security standards. PSN agrees to maintain commercially reasonable and appropriate administrative, physical and technical safeguards designed to protect the security, confidentiality and integrity of Customer Data while in PSN's possession and control.

5. Account Access, Information and Data. Biller shall be provided with real-time access to all account information via PSN's administrative logon. Such access will be provided to all Biller authorized representatives designated in writing by Biller. The account information available to Biller will include Transaction totals, specification by account, and specification by Transaction/account type (e.g., utilities, taxes, etc.). For each Customer who sets up a profile within the PSN system, PSN will provide such Customer with real-time access to their account information (but not the information of any other Customer) through PSN's Site. If applicable, PSN will inform each Customer of the charge and amount of any fees for the Services that will be charged to the Customer directly. PSN does not and will not own any Customer Data in the course of providing the Services. Biller, not PSN, shall have sole responsibility for the accuracy, quality, integrity, legality, and reliability of, and obtaining the intellectual property rights to use and process, all Customer Data. In the event that this Agreement is terminated, PSN will make available to Biller a file of the Customer Data (to the extent that PSN is permitted to provide such file pursuant to applicable law and PCI-DSS standards), within thirty (30) days of termination of this Agreement (or at a later time if required by applicable law), if Biller so requests at the time of termination. PSN reserves the right to remove and/or delete Customer Data from its records no less than sixty (60) days after the termination or expiration of this Agreement, except as prohibited by applicable law or in the event of exigent circumstances.

6. Biller and Customer Support. PSN shall be responsible for providing customer support in connection with the Services and Biller may redirect to PSN any customer support inquiries specific to the Services. PSN shall not be responsible for providing customer support regarding any aspect of Biller's business not specifically related to the Services, for example, issues related to the products or services offered by Biller

Payment Service Network, Inc. Service Agreement

to Customers, or any Customer disputes regarding the amount charged or invoiced by Biller for Biller's products of services. Biller understands and acknowledges that the processing of payments as directed by PSN live agents is not part of customer support unless specifically indicated with an associated price in Exhibit B attached hereto.

7. Confidentiality. Biller understands and acknowledges that during the course of using or gaining access to the Services (or components thereof), it may be furnished with or otherwise have access to information or materials that PSN considers to be confidential, including but not limited to PSN Technology, the Services, the terms of this Agreement, PSN customer and/or prospective customer information, product features and plans, marketing and sales collateral, and pricing and financial information which are hereby deemed to be PSN Confidential Information, or any other information that by its very nature constitutes information of a type that any reasonable business person would conclude was intended by PSN to be treated as proprietary, confidential, or private ("PSN Confidential Information"). Biller agrees to secure and protect the PSN Confidential Information in a manner consistent with the maintenance of PSN's rights therein, using at least as great a degree of care as it uses to maintain the confidentiality of its own confidential information, but in no event use less than a reasonable degree of care. Biller will not sell, transfer, publish, disclose, or otherwise make available any portion of the PSN Confidential Information to any third party (and will ensure that its employee and agents abide by the requirements hereof), except as expressly authorized in this Agreement or otherwise required by applicable law.

PSN understands and acknowledges that it may be furnished with or otherwise have access to Customer Data that Biller's Customers consider confidential ("Customer Confidential Information"). PSN agrees to secure and protect the Customer Confidential Information in a manner consistent with the maintenance of PSN's own Confidential Information, using at least as great a degree of care as it uses to maintain the confidentiality of its own Confidential Information, but in no event use less than a reasonable degree of care. PSN will not sell, transfer, publish, disclose, or otherwise make available any portion of the Customer Confidential Information to any third party, except as permitted under this Agreement, required to perform the Services, or otherwise required by applicable law.

8. Intellectual Property Ownership. PSN (and its licensors, where applicable) owns all right, title and interest, including all related Intellectual Property Rights, in and to: (i) the PSN Technology, the Content and the Services, (ii) all Integration Components and application programming interfaces related to or used in connection with the Services, and (iii) any enhancement requests, feedback, suggestions, ideas, recommendations and other information provided by Biller, Customers or any other party relating to the Services. In the event any such intellectual property rights in the PSN Technology, the Content or the Services do not fall within the specifically enumerated works that constitute works made for hire under applicable copyright laws or are deemed to be owned by PSN, Biller hereby irrevocably, expressly and automatically assigns all right, title and interest worldwide in and to such intellectual property rights to PSN. The PSN name, the PSN logo, and the product names associated with the Services are trademarks of PSN or third parties, and no right or license is granted to use them.

9. Billing, Fees and Fee Modifications. PSN's fees for the Service are provided on the Biller Order Form attached hereto as Exhibit B. The Biller Order Form specifies those fees payable by Biller directly and those fees payable by Biller's Customers. Biller agrees to: (i) pay the Setup/Equipment Fees set forth in Exhibit B upon execution of this Agreement; (ii) pay Monthly Fees set forth in Exhibit B on or about the first day of each month; and (iii) pay the Transaction Fees and Other Fees as designated in Exhibit B. PSN's fees are exclusive of all taxes, levies, or duties imposed by taxing authorities. PSN may assess and/or collect such taxes, levies, or duties against Biller and Biller shall be responsible for payment of all such taxes, levies, or duties, excluding only United States (federal or state) taxes based solely on PSN's income. At PSN's option, all payment obligations are either: (a) auto debited from the Biller Bank Account; or (b) deducted from Customer payments before such payments are deposited into the Biller Bank Account. All payment obligations are non-cancellable, and all amounts or fees paid are non-refundable. Unless PSN in its discretion determines otherwise, all fees will be billed in U.S. dollars. If Biller believes Biller's bill or payment is incorrect, Biller must provide written notice to PSN within sixty (60) days of the earlier of the invoice date, or the date of payment, with respect to the amount in question in order to be eligible to receive an adjustment or credit; otherwise such bill or payment is deemed correct. PSN shall endeavor to deliver Customer payments to the Biller Bank Account within three (3) banking days of payment, however, Biller acknowledges that it may take up to five (5) banking days to complete such deposits due to bank notification times and different deposit frequencies from the credit card processors to PSN. A "banking day" is a day of the week on which a bank or financial institution is open to the public for carrying on all of its banking functions (*i.e.*, Monday through Friday, excluding Saturday, Sunday and legal holidays). PSN's failure to deduct or auto-debit any Setup/Equipment Fees, Monthly Fees, Transaction Fees or Other Fees listed on the Biller Order Form ("Unpaid Fees") does not forfeit PSN's right to collect such Unpaid Fees from Biller at a later date, and Biller agrees to pay such Unpaid Fees to PSN.

PSN will charge the Biller and/or Customer payment transaction and other fees as provided in the Biller Order Form. In addition, PSN will charge the fees set forth on the Biller Order Form for the initial platform setup, configuration, implementation and integration of PSN's Services with Biller's system(s) (the "Implementation"). PSN reserves the right to also charge for changes and additions to the Implementation, and for any requests by Biller following the completion of the Implementation which are agreed to in writing by the Parties, including without limitation for the following services, at PSN's then standard rates:

- Custom development and features which are not stated in the Biller Order Form, and change requests and modifications to existing platform functionality not stated in the Biller Order Form;
- Additional integrations or integration modifications requested after the Go Live Date that are not provided for in the Biller Order Form;
- Changes to bill presentment (web or PDF templates), billing system integrations, or other Service components coded or configured to Biller's specifications made after Biller has signed off on the relevant specification or Services are live;
- Custom data extracts and file requests that are not part of the Implementation signed off on by both Parties; and

Payment Service Network, Inc. Service Agreement

- Data conversion not listed in the Biller Order Form, or repetitive re-loading of data due to Biller error.

PSN reserves the right to modify the fees charged to Biller and/or Biller's Customers in its sole discretion from time to time. PSN will notify Biller of such fee modifications by written notice (email is sufficient) at least thirty (30) days prior to the effective date of any such modifications. PSN's right to modify its fees hereunder includes any modifications made necessary due to increases incurred by PSN on Network Fees from credit card processors, bank card issuers, payment associations, ACH and check processors, and similar entities. From time-to-time PSN may offer Biller new Payment Methods, and, in such event, PSN will provide Biller with notice by email disclosing the pricing under which the added Payment Methods are made available. Biller will have at least thirty (30) days after the date of the notice to opt-out of the additional Payment Methods in the manner provided in the notice. If Biller does not opt-out in such time frame, then on introduction of the additional Payment Methods, Biller will be bound by the additional terms as disclosed in the notice, and the Biller Order Form will be deemed amended to reflect the changes.

10. Term and Termination. The initial term of this Agreement shall commence as of the Effective Date and continue for a period of two (2) years from the Go Live Date ("Initial Term"), and will automatically renew for each of additional successive one (1) year terms (each, a "Renewal Term") unless terminated as set forth herein. "Term" as used herein shall mean the Initial Term and any Renewal Term. This Agreement may be terminated by either Party effective at the end of the Initial Term or any Renewal Term then in effect by such Party providing written notice to the other Party of its intent not to renew this Agreement no less than ninety (90) days prior to the expiration of the Initial Term or Renewal Term then in effect. Additionally, this Agreement may be terminated by either Party with cause in the event of a material breach of the terms of this Agreement by the other Party and the breach remains uncured for a period of thirty (30) days following receipt of written notice by the breaching Party. Upon any early termination of this Agreement by PSN as a result of Biller's breach, Biller shall remain liable for all fees and charges incurred, and all periodic fees owed through the end of the calendar month following the effective date of termination. Upon any termination or expiration of this Agreement, Biller's password and access will be disabled and Biller will be obligated to pay the balance due on Biller's account. Biller agrees that PSN may debit such unpaid fees and charges from the Biller Bank Account, charge Biller's credit card for the unpaid fees and charges, or otherwise invoice Biller for such unpaid fees and charges, such fees and charges including, without limitation, Chargebacks, the reversal of any Customer payments deposited by PSN into the Biller Bank Account for which there are insufficient funds, and any other Disputed Transactions specified in Section 23 of this Agreement. PSN will direct the processing of all Customer payments received prior to the date of termination. No Customer payments will be directed by PSN for processing after the date of termination. All obligations of Biller arising from Transactions involving Customer payments received by PSN prior to termination shall survive the termination of this Agreement. Biller will notify all Customers registered on the Site as to the termination of this Agreement and inform such Customers that future payments are to be made directly to Biller.

11. PSN's Representations, Warranties, and Responsibilities. PSN represents and warrants that it has the legal power and authority to enter into this Agreement. PSN warrants that the Services will materially perform the functions that Biller has selected on the Biller Order Form under normal use and circumstances, and that PSN shall maintain commercially reasonable and appropriate administrative, physical and technical safeguards designed to protect the security, confidentiality and integrity of Customer Data while in PSN's possession and control; *provided that* Biller shall maintain immediately accessible backups of the Customer Data (to the extent that Biller is permitted to do so pursuant to applicable law and PCI-DSS standards). In addition, PSN will, at its own expense, as the sole and exclusive remedy with respect to performance of the Services hereunder, correct any Transactions to the extent that such errors have been caused by PSN or by malfunctions of PSN's processing systems.

12. LIMITED WARRANTY AND DISCLAIMERS. EXCEPT AS PROVIDED IN SECTION 11 IMMEDIATELY ABOVE, THE SERVICES, THE SITE, PSN TECHNOLOGY AND ALL CONTENT AND TRANSACTION DATA IS PROVIDED WITHOUT ANY EXPRESS OR IMPLIED WARRANTY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, AND ALL OTHER WARRANTIES ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY PSN AND ITS LICENSORS, PAYMENT PROCESSORS AND SUBCONTRACTORS. PSN AND ITS LICENSORS, PAYMENT PROCESSORS AND SUBCONTRACTORS DO NOT REPRESENT OR WARRANT THAT: (A) THE USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA; (B) THAT THE SERVICES WILL NOT EXPERIENCE DELAYS IN PROCESSING OR PAYING, OR (C) THE SERVICES WILL MEET REQUIREMENTS WITH RESPECT TO SIZE OR VOLUME. PSN AND ITS LICENSORS, PAYMENT PROCESSORS AND SUBCONTRACTORS DO NOT GUARANTEE THE ACCURACY OF, AND SPECIFICALLY DISCLAIM LIABILITY FOR, INFORMATION OR DATA THAT IS SUPPLIED OR KEY-ENTERED BY BILLER, BILLER'S CUSTOMERS OR BILLER'S EMPLOYEES OR AGENTS. PSN AND ITS LICENSORS, PAYMENT PROCESSORS AND SUBCONTRACTORS DO NOT WARRANT THE ACCURACY, RELIABILITY, COMPLETENESS OR TIMELINESS OF THE CONTENT OF INTERNET WEB SITES OR OTHER DATA RECEIVED BY BILLER OR BILLER'S CUSTOMERS VIA THE INTERNET. PSN'S SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. PSN IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS. PSN IS NOT RESPONSIBLE FOR ANY BILLER POSTINGS IN ERROR DUE TO DELAYED NOTIFICATION FROM CREDIT CARD PROCESSORS, ACH, BANK AND OTHER RELATED CIRCUMSTANCES.

13. Biller's Representations, Warranties, and Responsibilities. Biller represents and warrants that: (a) it has the legal power and authority to enter into this Agreement and to perform its obligations set forth herein; (b) it will provide all reasonable assistance to PSN and PSN's subcontractors as required for PSN to provide the Services set forth herein; (c) Biller and its authorized users will only use the Services for lawful purposes and in compliance with the rules and regulations of the applicable payment processors (including, without limitation,

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MasterCard, Visa, Discover and American Express), credit card issuers, and depository account institutions (collectively, the “Rules and Regulations”), and in accordance with PSN’s account documentation, policies, specifications, and operating procedures, and will not violate any law of any country or the intellectual property rights of any party; (d) it shall timely provide all required disclosures to its Customers and obtain any required authorizations pursuant to the Rules and Regulations; (e) it shall maintain or destroy, as applicable, checks, receipts, and/or payer authorizations in accordance with applicable law and/or retention periods; (f) Biller and its authorized users will not (1) engage in spamming, mail-bombing, spoofing or any other fraudulent, illegal or unauthorized use of the Services, or (2) introduce, send, store or transmit through the Site, PSN Technology or the Services, including without limitation via any portion of Biller’s computer system that interfaces with the Site, PSN Technology or the Services, or otherwise, any virus, worm, software lock, drop dead device, trojan-horse routine, trap door, back door, timer, time bomb, clock, counter or other limiting routine, instruction or design or any other codes, files, scripts, agents, programs or instructions that may be used to access, modify, delete, damage, disable or prevent the use of the Site, PSN Technology, the Services or any other computer systems of PSN or its subcontractors; and (g) should Biller receive notice of any claim regarding the Site or Services, Biller shall promptly provide PSN with written notice of such claim.

Furthermore, as to all Transactions that Biller submits to PSN for processing, Biller represents and warrants that:

- (1) The Transactions represent payment or refund of payment, for a bona fide transaction;
- (2) The Transactions represent an obligation of the Customer for the amount of the Transaction, and that the Transaction is valid and accurate;
- (3) The Transactions are not for any other purpose than payment for a current transaction and future payments as agreed upon by the Customer;
- (4) The Transactions are free from any material alteration not authorized by the Customer;
- (5) The amount charged for the Transaction is not subject to any known dispute, setoff, or counterclaim;
- (6) Neither Biller nor its employees have advanced any cash to the Customer in connection with the Transaction, nor have Biller or its employees accepted payment for effecting credits to a Customer, excepting those transactions expressly permitted by this Agreement;
- (7) Biller has made no representation or agreement for the issuance of refunds except as it states in Biller’s return/cancellation policy, which has been previously submitted to PSN in writing, and which is available to the Customer;
- (8) Any Transaction submitted to PSN to credit a Customer’s account represents a valid refund or adjustment to a Transaction previously submitted to PSN;
- (9) The Transactions, including but not limited to total due fields, are complete, accurate and in compliance with all Network rules, applicable laws, ordinances, and regulations. The Transactions are originated in compliance with this Agreement and any applicable agreements;
- (10) For a Transaction in which the Customer pays in installments or on a deferred payment plan, a Transaction record has been prepared separately for each installment transaction or deferred payment on the date(s) the Customer agreed to be charged. All installments and deferred payments, whether or not they have been submitted to PSN for processing, shall be deemed to be a part of the original Transaction; and
- (11) Biller has not submitted any Transaction that it knows or should have known to be unauthorized, fraudulent, illegal, or otherwise in violation of any provision of this Agreement or other applicable agreements.

Biller agrees to provide PSN with timely, complete, and accurate billing and contact information. This information includes Biller’s legal company name, street address, e-mail address, and name and telephone number of an authorized billing contact and license administrator. Biller agrees to update this information within thirty (30) days of any change to it. Biller is responsible for all activity occurring under Biller’s accounts and shall abide by all applicable laws and regulations in connection with Biller’s and/or its Customers’ use of the Services, including those related to data privacy, communications, export or import of data and the transmission of technical, personal or other data. Biller shall abide by all applicable card association rules, NACHA rules and Payment Processing Agreements entered into by Biller, in connection with Biller’s and/or its Customers’ use of the Services. Biller shall not: (i) impersonate another PSN user or provide false identity information to gain access to or use the Services; (ii) interfere with or disrupt the integrity or performance of the Services or the data contained therein; or (iii) attempt to gain unauthorized access to the Services or its related systems or networks. Biller represents and warrants that Biller has not falsely identified itself nor provided any false information to gain access to the Services and that Biller’s billing information is correct. Biller shall: (i) notify PSN immediately of any unauthorized use of any password or account or any other known or suspected breach of security; (ii) report to PSN and immediately stop any copying or distribution of Content that is known or suspected to be unauthorized by Biller or Biller’s users; and (iii) obtain consent from Biller’s Customers to receive notifications and invoices from PSN. Biller agrees and acknowledges that in the event that Biller has access to, receives from, creates, or receives protected health information, or Biller has access to, creates, receives, maintains or transmits on behalf of electronic protected health information (as those terms are defined under the privacy or security regulations issued pursuant to the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and Subtitle D of the Health Information Technology

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for Economic and Clinical Health Act provisions of the American Recovery and Reinvestment Act of 2009 (“ARRA”), during the performance under this Agreement, it will comply with all such laws, regulations and rules related thereto.

Billor is required to ensure that it maintains a fair policy with regard to the refund, return or cancellation of payment for services and adjustment of Transactions. Billor is also required to disclose all refund, return and cancellation policies to PSN and any applicable payment processors and Billor’s Customers, as requested. Any change in a return/cancellation policy must be submitted to PSN, in writing, not less than twenty-one (21) days prior to the effective date of such change. If Billor allows or is required to provide a price adjustment or cancellation of services in connection with a Transaction previously processed, Billor will prepare and deliver to PSN Transaction data reflecting such refund/adjustment within two (2) days of resolution of the request resulting in such refund/adjustment. The amount of the refund/adjustment cannot exceed the amount shown as the total on the original Transaction data. Billor may not accept cash or any other payment or consideration from a Customer in return for preparing a refund to be deposited to the Customer’s account; nor may Billor give cash/check refunds to a Customer in connection with a Transaction previously processed by credit card, debit card, ACH, or other electronic payment method, unless required by applicable law.

Billor shall fully cooperate with PSN to effect a timely Implementation by Billor allocating sufficient and properly trained personnel to support the Implementation process, by securing the cooperation of Billor’s software and service providers, and by providing to PSN all information required to integrate with Billor’s billing systems, customer information systems (CIS) and other applicable systems. PSN and Billor will collaborate to develop compatibility of the reporting and accounting information with Billor’s management, CIS and accounting software; *provided, however*, that PSN shall have no obligation to develop such compatibility where it would adversely affect, alter or change PSN’s Services.

14. Processing of Transactions and Authorizations. Billor must designate on the Billor Order Form at least one bank account for the deposit and settlement of funds and the debit of any Chargebacks, fees and costs, including but not limited to Network Fees and Network Liabilities, associated with the Services or the Transactions (all such designated bank accounts and all bank accounts substituted for accounts listed on the Billor Order Form shall be collectively referred to herein as the “Billor Bank Account”). Billor may only change its designated Billor Bank Account upon not less than fifteen (15) days prior written notice to PSN, provided that Billor completes and timely delivers to PSN all forms required by PSN to complete the change in designated Billor Bank Account. Billor hereby authorizes PSN to: (i) direct payments from the Customers for which Billor provides PSN the required information; and (ii) instruct PSN’s processors to initiate electronic credit entries, debit entries, and adjustments to the Billor Bank Account for amounts due to or from Billor in connection with this Agreement. PSN will not be liable for any delays in receipt of funds or errors in Billor Bank Account entries caused by third parties, including but not limited to delays or errors by the Networks, payment processors, merchant acquirors or the bank.

So as to enable PSN to process Transactions for Billor, Billor hereby authorizes and directs PSN, its affiliates, the Payment Method providers, and the payment processors: (1) that, with respect to any Transactions processed by the payment processor, the payment processor will disburse funds to and collect funds from the Billor in accordance with instructions provided to the payment processor by PSN, and as otherwise permitted pursuant to any applicable Payment Processing Agreement that Billor has entered into; (2) that undisputed and outstanding sums due and owing to PSN pursuant to the terms of this Agreement and/or any applicable Payment Processing Agreement agreed to by Billor, including, but not limited to Chargebacks and Network Fees, will automatically be debited from the Billor Bank Account for such purpose on a daily or monthly basis at PSN’s sole discretion. Billor shall maintain sufficient funds in the Billor Bank Accounts to pay all periodic fees, Chargebacks, Network Fees and other fees due hereunder; and non-sufficient funds for these debits, or blocking or otherwise rendering inaccessible any Billor Bank Account, are grounds for suspension of the Services, and/or termination of this Agreement if, after written notice and opportunity to cure is provided to Billor, Billor fails to cure within thirty (30) days of receiving said notice.

In the event that more than One Million Dollars (\$1,000,000) in Visa Transactions, and/or One Million Dollars (\$1,000,000) in MasterCard Transactions (or such other amount provided by the Operating Regulations) (“Benchmark Amount”) is processed through and on behalf of Billor in any 12-month period, Billor will automatically be deemed to have accepted, and will be bound by, the “Merchant Services Agreement for Sub-Merchants” with Vantiv, LLC and its designated Member Bank (collectively “Acquirer”), the terms of which will be independently enforceable by Acquirer. For purposes of this Section 14:

- (a) “Operating Regulations” means, collectively, the Associations’ and other payment network’s by-laws, operating regulations and/or all other rules, policies and procedures, including but not limited to the Payment Card Industry Data Security Standard, the VISA Cardholder Information Security Program, the MasterCard Site Data Protection Program, and any other program or requirement that may be published and/or mandated by the Associations or payment networks;
- (b) “Associations” means MasterCard International Inc. (“MasterCard”), VISA U.S.A. Inc. (“VISA”), Discover (“Discover”), and certain similar entities; and
- (c) “Member Bank” means a member of VISA, MasterCard and/or Discover, as applicable, that provides sponsorship services in connection with the Merchant Services Agreement for Sub-Merchants. As of the commencement of this Agreement, Member Bank shall be Fifth Third Bank, an Ohio Banking Corporation, located in Cincinnati, OH 45263.

15. Indemnification. PSN shall indemnify and hold Billor and Billor’s employees, attorneys, and agents harmless from and against any third-party claims and/or Customer claims (“Claims”), including any losses, liabilities, and damages (including, without limitation reasonable attorneys’ fees) incurred by Billor resulting from such Claims, to the extent such Claims arise from: (i) PSN’s failure to implement and maintain commercially reasonable and appropriate administrative, physical and technical safeguards against the theft of Customer Data; or (ii) PSN’s total failure to direct the delivery of funds to Billor as required hereunder, to the extent such funds comprise payments due from PSN for Transactions processed hereunder. PSN’s indemnification obligations as set forth in this Section 15 do not apply to any Claim relating to: (a)

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Billers failure to resolve a payment dispute concerning debts owed to Biller; (b) Biller’s negligence, willful misconduct, or violation of any applicable agreement or law; (c) any inaccuracy in or breach of Biller’s representations or warranties contained in this Agreement; (d) Biller’s breach of any covenant or obligation contained in this Agreement; or (e) any dispute caused in whole or in part by the information or directions provided to PSN by Biller or its agents.

16. Limitation of Liability. IN NO EVENT SHALL PSN’S AGGREGATE AND CUMULATIVE LIABILITY RELATING TO OR ARISING FROM THIS AGREEMENT OR THE SERVICES PROVIDED HEREUNDER EXCEED THE TOTAL AMOUNT OF FEES PAID TO PSN BY BILLER IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO SUCH LIABILITY. IN NO EVENT SHALL PSN AND/OR ITS LICENSORS BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE SERVICES, EVEN IF PSN OR ITS LICENSORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Certain states and/or jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental, consequential or certain other types of damages, in which such case the exclusions set forth above may not apply to Biller.

17. Export Control. Biller agrees to comply with United States export controls administered by the U.S. Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, and other U.S. agencies.

18. Notice. Either Party may give notice by electronic mail to the other Party’s email address. For PSN, that email address is: [REDACTED]. For Biller, that email address is the one designated by Biller on the Biller Order Form. Either Party may also give notice by written communication sent by first class mail or pre-paid post to the other Party’s address as set forth below:

PSN: Payment Service Network, Inc.
2901 International Lane, Suite 300
Madison, WI 53704
Attention: Legal Department

Biller: [REDACTED]
Attention: [REDACTED]

Such notice shall be deemed to have been given upon the expiration of forty-eight (48) hours after mailing or posting (if sent by first class mail or pre-paid post) or twelve (12) hours after sending (if sent by email). Biller consents to receiving from PSN any federal tax statements or other notices required by federal, state or local law in an electronic format.

19. Assignment. This Agreement may not be assigned by either Party without the prior written approval of the other Party, but may be assigned without the other Party’s consent to: (i) a parent or subsidiary; (ii) an acquirer of assets; or (iii) a successor by merger; *except that* in no instance will this Agreement be assignable by Biller to a competitor of PSN, or a provider of services similar to the Services provided by PSN hereunder. Any purported assignment in violation of this Section shall be void.

20. Insurance.

PSN agrees to maintain in full force and effect during the Term of the Agreement, at its own cost, the following insurance coverages:

- a. Commercial General or Business Liability Insurance with minimum combined single limits of One Million Dollars (\$1,000,000) each occurrence and Two Million Dollars (\$2,000,000) general aggregate.
- b. Umbrella Liability Insurance with minimum combined single limits of Five Million Dollars (\$5,000,000) each occurrence and Five Million Dollars (\$5,000,000) general aggregate.
- c. Automobile Liability Insurance with minimum combined single limits for bodily injury and property damage of not less than One Million Dollars (\$1,000,000) for any one occurrence, with respect to each of PSN’s hired or non-owned vehicles assigned to or used in performance of the Services.
- d. Errors and Omissions Insurance (Professional Liability and Cyber Insurance) with limits of liability of at least One Million Dollars (\$1,000,000) per claim and in the aggregate.

21. Immigration Laws. PSN represents and warrants that it has complied with, and will comply with, all applicable immigration laws with respect to the personnel assigned to perform Services for Biller.

22. Beta Products. In the event that there is any functionality labeled “Beta” on the Biller Order Form, such functionality is provided “AS IS” WITHOUT ANY EXPRESS OR IMPLIED WARRANTY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER WARRANTIES ARE HEREBY

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DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY PSN AND ITS LICENSORS AND PAYMENT PROCESSORS. PSN'S AGGREGATE LIABILITY WITH RESPECT TO SUCH FUNCTIONALITY SHALL BE UP TO AND NOT EXCEED TEN DOLLARS (\$10).

23. Chargebacks, Disputes and Reserve Account. If Biller incurs excessive Chargebacks, in PSN's sole determination, or otherwise fails to pay fees or charges, or there are insufficient funds for PSN to debit amounts for which Biller is responsible hereunder, in addition to other remedies under this Agreement, PSN (or the payment processor) may take the following actions: (i) notify Biller of a new rate that will be charged to process Chargebacks; (ii) collect from Biller an amount reasonably determined by PSN (or the payment processor) to be sufficient to cover anticipated Chargebacks and all related fees, penalties, expenses, and fines, or increase a reserve amount; (iii) require Biller to promptly establish a Reserve Account as determined by PSN; or (iv) terminate the Agreement. Biller shall be responsible to PSN for, and shall promptly pay to PSN, such charges required to be paid by Biller and any Chargebacks, by any party, including without limitation Chargebacks claimed by any payment and credit card processors, bank, or other financial services organization.

To the extent permitted by applicable law, Biller shall indemnify, defend, and hold PSN and its licensors, subsidiaries, affiliates, officers, directors, employees, attorneys, agents, and payment processors harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or relating to: (i) any charge against any reserves required by payment or credit card processors; (ii) Chargebacks, Network Fees or insufficiency of funds in any Biller Bank Account, by any party, including without limitation Chargebacks claimed by any payment or credit card processors, bank, or other financial services organization; (iii) any claims or allegations that PSN's use of any Customer Data infringes the rights of a third party; (iv) a violation by Biller of Biller's representations and warranties or the breach by Biller or Biller's users or Customers of this Agreement, including without limitation incomplete or inaccurate Transactions; (v) Biller's violation of any third party payment or credit card processing agreement or merchant agreement, or (vi) Biller's or its authorized users' use of the Services. Biller represents and warrants that the Biller Bank Account will contain sufficient funds to cover any estimated financial exposure based on reasonable criteria for Chargebacks, ACH rejects or reversals, credits, returns, and all additional liabilities anticipated under this Agreement, including, but not limited to Chargebacks, fines, fees and penalties. PSN may, at its sole discretion, collect fees related to Chargebacks and ACH rejects and reversals, or other refunds or credits from Biller's Customers.

Biller agrees to cooperate with PSN in resolving any disputes between Biller and Customers in a timely manner, reaffirming that PSN is only an intermediary and does not hold the funds in dispute and that PSN does not represent Biller or Customer in such disputes. Disputed Transactions and Chargebacks ("Disputed Transactions") will be handled in the following manner:

(1) Credit Card Transactions:

PSN will notify Biller via electronic mail of any disputed credit card payments or Chargebacks from Biller's Customers. Biller agrees to follow its standard operating procedures to resolve such disputed or charge-backed credit card payments and work with PSN, the credit card company, or its agents to investigate any such cases and assist in resolving any such claims. For all Chargebacks, Biller will be charged a fee as set forth in the Biller Order Form and will automatically debit Biller's account for the total of the original Transaction plus such Chargeback fee for the purpose of charging it back to the Customer.

(2) ACH – Checking and Savings Account Transactions, Bank Bill Pay and Check 21 Transactions:

Problem Transactions: NSF, Invalid Account, Receiver's Account Closed, No Account, Stopped Payment, Account Frozen, Customer Does Not Authorize Payment, RDFI Not ACH Member and/or any other Return Reason Codes as labeled in NACHA Processing Guidelines will be resolved in the following manner:

- (i) PSN will notify Biller and Customer of said problem;
- (ii) PSN will stop payment if funds have not already been deposited or, if directed by Customer, process another Transaction for Customer; and
- (iii) In the event that funds from said Transaction have been deposited into Biller's account, PSN will debit Biller's account for a total sum of the original deposit for said Transaction.

24. Independent Contractors. PSN and Biller are independent contractors and this Agreement does not establish any relationship of partnership, joint venture, employment, franchise or agency between PSN and Biller. Neither PSN nor Biller will have the power to bind the other Party or incur obligations on the other Party's behalf without the other Party's prior written consent, except as otherwise expressly provided in this Agreement.

25. Communications with Customers and Permissions. Individual Customers and users, when they initially log in to make payments using the Services, may be asked whether or not they wish to receive marketing and other non-critical Service-related communications from PSN from time to time. Such Customers and users may opt out of receiving such communications at that time or at any subsequent time by changing their account or email subscription preferences. Biller understands and acknowledges that because the Services are a hosted, online application, PSN occasionally may need to notify all users of the Services (whether or not they have opted out as described above) of important announcements regarding the operation of the Services.

Biller hereby grants to PSN and its providers a worldwide, non-exclusive, assignable, perpetual, and royalty-free license and right to copy, use, publish and distribute Customer names, physical addresses, and email addresses as well as obtain email addresses of Biller's Customers by using data Biller has provided or made accessible to PSN or any of its affiliates, *solely for the purposes of:* (i) communicating or sending to Customers (and/or their agents) information designed to inform, promote, and encourage Customers (and/or their agents) to use the Services including, without limitation, paying bills online, enrolling in autopay, and enrolling in paperless billing, and (ii) in conjunction with

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information relating to feedback and response regarding such communications, creating and using aggregated and anonymized data and analysis for purposes of improving the Services. Biller hereby grants to PSN and its providers a worldwide, non-exclusive, assignable, and royalty-free license and right during the Term, to copy, use, modify, and publish the Biller's name, logos, trade dress, photographs, website materials, and other works of authorship for the purpose of implementing and providing the Services and performing their obligations under this Agreement. Biller represents and warrants it has all necessary rights, permissions, and licenses to grant and provide to PSN and its service providers the license, rights, and permissions described in this Section and will comply with all applicable laws and regulations with respect to any personal information of any of its Customers. For purposes of clarity, the license, rights, and permission grants described in this Section are part of the "Services" under the Agreement.

26. American Express Compliance (this Section only applies if Biller accepts American Express as a Payment Method).

- (1) Biller agrees to comply with all applicable laws, rules and regulations, including the American Express Merchant Operating Guide requirements, which are incorporated into this Agreement by reference as if they were fully set forth in the Agreement. The American Express Merchant Operating Guide may be viewed at: www.americanexpress.com/merchantopguide. To the extent of any conflict arising between the terms of this Agreement and the American Express Merchant Operating Guide, the terms of this Agreement shall control.
- (2) *Processing Restrictions.* Biller is prohibited from processing Transactions itself once such Transactions have been submitted to American Express or receiving payments on behalf of, or (unless required by law) re-directing payments to any other party.
- (3) *Third Party Beneficiary Rights.*
 - Biller confers on American Express the third-party beneficiary rights, but not obligations, to the Agreement between Biller and PSN and, as such, American Express has the express right to enforce the terms of the Agreement against the Biller.
 - Biller agrees and warrants that it does not hold third party beneficiary rights to any agreements between PSN and American Express and at no time will attempt to enforce any such agreements against American Express.
- (4) *AMERICAN EXPRESS LIMITATION OF LIABILITY.* BILLER ACKNOWLEDGES AND AGREES THAT IN NO EVENT SHALL AMERICAN EXPRESS, ITS AFFILIATES, AGENTS, SUCCESSORS, OR ASSIGNS BE LIABLE TO BILLER FOR ANY DAMAGES, LOSSES, OR COSTS INCURRED, INCLUDING INCIDENTAL, INDIRECT, SPECULATIVE, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND (WHETHER BASED ON CONTRACT, TORT, INCLUDING NEGLIGENCE, STRICT LIABILITY, FRAUD, OR OTHERWISE, OR STATUTES, REGULATIONS, OR ANY OTHER THEORY), ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT.
- (5) *American Express Addendum.* Biller acknowledges that it must agree to the terms of the PSN American Express Addendum before accessing or using the Services, and Biller must at all times comply with the terms of the PSN American Express Addendum. The PSN American Express Addendum is hereby incorporated herein, and made a part hereof, by this reference.

27. Interactive Voice Response Functionality and Outbound Communications ("IVR").

- a. *License.* For and in consideration of the payment of all fees and charges paid to PSN, as provided in the Biller Order Form, PSN hereby licenses to Biller non-exclusive access to its proprietary IVR for Biller's internal use only.
- b. *Indemnification.* Biller agrees it will not use the IVR in any manner, shape or form that violates any local, state or federal law or regulation (including without limitation violations of Fair Debt Collection Practices Act, 15 U.S.C. § 1692 –1692p). Biller shall defend and hold PSN and its licensor harmless from and against, and will indemnify PSN and its licensor for, any and all costs, fines, penalties, causes of action, allegations, suits, and claims, including reasonable attorney's fees and expenses, arising from or relating to Biller's use of the IVR in violation of any local, state or federal law or regulation.
- c. *Legal Compliance.* Notwithstanding any other provision in this Agreement to the contrary, Biller shall be responsible for compliance with all applicable laws and regulations related to the call flows, content, prompts, and data flows and the Biller's benefits and uses of the IVR. Although neither PSN nor its licensor provides legal advice to Biller, Biller understands and acknowledges and shall comply with all laws, rules, and regulations regarding do not call lists, legal calling times, and dialing cellular numbers, and shall abide by all applicable laws, rules, and regulations while implementing or using IVR.
- d. *No Warranty.* NEITHER PSN NOR ITS LICENSOR MAKES ANY WARRANTY OR ANY REPRESENTATION, EXPRESS OR IMPLIED, WRITTEN OR ORAL, RELATING TO THE IVR UNDER THIS AGREEMENT OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY THAT THE IVR SERVICES ARE FIT FOR ANY PARTICULAR PURPOSES OR OF MERCHANTABILITY, AS THE IVR IS PROVIDED "AS IS". BILLER AGREES THAT NEITHER PSN NOR LICENSOR WARRANTS THAT THE IVR OR ITS SERVICES WILL BE ERROR FREE OR OPERATE UNINTERRUPTED, AND THAT NEITHER PSN NOR LICENSOR WILL BE HELD RESPONSIBLE IN ANY MANNER, SHAPE OR FORM FOR ANY FAILURE OF THE IVR OR ITS SERVICES TO PERFORM ANY PARTICULAR FUNCTION. Biller acknowledges that the IVR services are provided through telephone and electronic devices and shall not hold PSN or any licensor responsible for any failure due to technical or electronic failures which are not attributed to PSN's negligence. Further, neither PSN nor its licensor is responsible for any poor result as a result of judgments and choices made by Biller in using the IVR services.

28. Point of Sale Devices (Applicable where Point of Sale Devices are selected on the Biller Order Form).

Point of Sale Devices are provided to the Biller for their use under license fees provided in the Biller Order Form. PSN provides to Biller all Point of Sale Devices on a license basis. Biller will be fully responsible for all Point of Sale Devices including without limitation all risk of loss and damage to Point of Sale Devices while in Biller's possession or control, save normal wear and tear.

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Where PSN provides Point of Sale Devices, the following additional terms apply:

- a. PSN and the Point of Sale Device manufacturer warrant that the Point of Sale Devices provided pursuant to this Agreement will perform in accordance with the manufacturer's published specifications. Should a Point of Sale Device fail to conform to applicable manufacturer's specifications, repair parts and replacement products will be furnished on an exchange basis and will be either reconditioned or new as specified below. This limited warranty does not include service to repair damage to the Point of Sale Device resulting from accident, disaster, unreasonable use, misuse, abuse, customer's/reseller's/any other third party's negligence, or non-manufacturer modification of the Point of Sale Device. PSN reserves the right to examine the alleged defective product to determine whether the warranty is applicable. Without limiting the generality of the foregoing, PSN and the Point of Sale Device manufacturer specifically disclaim any liability or warranty for any Point of Sale Device resold in other than manufacturer's original packages, and for Point of Sale Devices modified, altered, repaired, maintained, or treated by Biller, its customers, and/or any third party. Service on a defective Point of Sale Device may be obtained by delivering the Point of Sale Device during the warranty period as instructed by PSN.
- b. The following is the repair and replacement policy for a defective Point of Sale Device:

Replacement Requests – Biller shall promptly notify PSN that the Point of Sale Device is not working, via email, phone call or help desk ticket. PSN will update and/or open a new help desk ticket for the Point of Sale Device swap replacement request. Biller must provide the serial number of the Point of Sale Device that is not working.

Replacement Point of Sale Devices will be shipped to the Biller as noted on the help desk ticket issued by PSN.

Shipping Method: Replacement Point of Sale Devices will be shipped via a commercial shipping service at no charge to the Biller. If Biller needs the device sent via overnight shipping there is an additional cost of \$35.00 per device.

Biller has 14 business days to return a Point of Sale Device that is not working to an address specified by PSN on the return help desk ticket, delivery or postage pre-paid. Failure to return the non-working device may result in additional fees and charges to Biller.

PSN shall use reasonable efforts to provide the Point of Sale Device services in an uninterrupted, continuous manner. Biller understands and agrees that services may be periodically off line or otherwise inoperable in order for PSN to perform maintenance, install or test software, or for other commercially reasonable business purposes and that during such time the Point of Sale Device services may not be provided. Biller further understands and agrees that from time to time Point of Sale Device services may be off line or otherwise inoperable as a result of the failure of equipment or services provided to the manufacturer by third parties (for example, public or private telecommunications services or internet nodes or facilities, overall Internet congestion, unavailability of internet services, such as DNS services), and that during such time the Point of Sale Devices services may not be provided. Furthermore, Biller understands and agrees that the provisions of any services and other performances hereunder will be excused for any of the reasons set forth herein. In the event of unforeseen network or equipment failure, manufacturer will use commercially reasonable efforts to restore the Point of Sale Devices services in a reasonable prompt fashion. Manufacturer may from time to time, in its sole discretion, modify the manner in which it provides Point of Sale Device services, and modify its software and systems, all of which may result in a change in the manner in which manufacturer provides the software and systems, *provided, however*, that such modifications and/or changes do not degrade the level of, or have a material adverse impact upon the features and functionality of the Point of Sale Device services.

- c. EXCEPT AS PROVIDED IN THIS SECTION 28, PSN AND THE POINT OF SALE DEVICE MANUFACTURER MAKE NO OTHER WARRANTY, EXPRESS OR IMPLIED, AND PSN AND THE POINT OF SALE DEVICE MANUFACTURER DISCLAIM ANY WARRANTY OF ANY OTHER KIND INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. BILLER AGREES AND ACKNOWLEDGES THAT ALL PRODUCTS AND POINT OF SALE DEVICES ARE OFFERED AND PROVIDED ON AN "AS IS" BASIS.
- d. Responsibilities of Biller. Biller is responsible for the following: (i) providing PSN with a static IP address or a specific range of static IP addresses, and (ii) protecting the confidentiality of each end user's Data. Biller is solely responsible for ensuring the secure transmission of any data that Biller transmits to PSN ("Biller Transmitted Information"), and PSN and the Point of Sale Device manufacturer will have no liability therefore (provided that the manufacturer will use Biller Transmitted Information only for purposes of this Agreement). Biller is solely responsible for: (a) adopting, implementing, and maintaining appropriate and effective security measures, procedures, policies, and standards and any other best practices available to protect the confidentiality of Biller Data, (b) protecting the confidentiality of any information stored on Biller's servers, and (c) using the Point of Sale Device services in the manner instructed by PSN and the manufacturer and otherwise in the manner intended.
- e. Network Security. Biller shall be solely responsible for ensuring that authorized Biller employees and contractors are not security risks. Upon PSN's request, Biller will promptly provide PSN with any information reasonably necessary for PSN to evaluate security issues and/or concerns relating to any authorized Biller employee and/or contractor. Each party will be solely responsible for the selection, implementation, and maintenance of security procedures and policies that are sufficient to ensure that (a) such

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party's use of any network or internet connection is secure and is used only for authorized purposes, and (b) such party's business records and data are protected against improper access, use, loss, alteration, and/or destruction.

- f. Biller shall provide PSN with physical access to the Point of Sale Devices upon request after reasonable advance notice. Biller shall not, nor allow any third party to, modify, repair, replace, relocate, sell, lease, assign, encumber, or otherwise tamper with any of the Point of Sale Devices without PSN's express written consent. Any change of the location of any Point of Sale Device may warrant that Biller pay PSN any additional installation and related charges associated with such relocation, charged by PSN's third-party vendors. At the end of the term, Biller shall be responsible to promptly return all Point of Sale Devices, freight prepaid by PSN, to PSN at the place from which the Point of Sale Device was shipped (or as otherwise designated by PSN) in as good condition as exists at the commencement of the term, reasonable wear and tear, and casualty, in respect thereto excepted. Biller shall use each Point of Sale Device at all times in a proper, diligent, and workmanlike manner and in such manner as will not damage or injure the Point of Sale Device except by the ordinary wear and tear of such Point of Sale Device. In the event of damage to any Point of Sale Device, Biller shall notify PSN who shall replace or repair the Point of Sale Device at Biller's expense.
- g. Point of Sale Devices and all parts and components thereof shall retain their character as personal property and all right, title and interest in and to shall not pass to Biller or any third party, but title and ownership shall remain exclusively with PSN. Biller shall be and shall have the duties of a bailee of the Point of Sale Devices. Biller shall not remove, conceal, or otherwise interfere with the title or ownership plate of PSN affixed to any Point of Sale Device until and unless such Point of Sale Device is purchased, and full payment is made as herein provided. If Biller sells, assigns, pledges, or attempts to sell or assign Point of Sale Devices or any interest therein, or if Biller defaults in any of the covenants, conditions or provisions of this Agreement, it is agreed that PSN may immediately and without notice take possession of the Point of Sale Devices where found and remove and keep or dispose of the same and any unpaid fees shall at once become due and payable by Biller. If any step is taken by legal action or otherwise by PSN to recover possession of any Point of Sale Device or otherwise enforce this Agreement or to collect moneys due hereunder, Biller shall promptly reimburse PSN for all expenses and charges incurred by PSN, including reasonable attorney's fees.

29. Biller Agents. Biller will certify to PSN the identity of any person that Biller has authorized to act as its agent with respect to the Services. Any such person is authorized to, without limitation, take any action on behalf of Biller as it relates to any Services. PSN shall be able to conclusively presume that such agency continues until PSN receives written notice to the contrary. PSN may rely on instructions received from such persons and need not make any inquiries to confirm that the instructions are within the scope of the agency.

30. Captions. Captions/section headings contained in this Agreement are included only for convenience of reference and do not define, limit, explain or modify this Agreement or its interpretation, instruction or meanings and are in no way intended to be construed as part of this Agreement.

31. Data Privacy. All capitalized terms used in this Section, not otherwise defined, shall have the meaning established by Applicable Laws. For purposes of this Section, "Applicable Laws" means all applicable state privacy and data protection laws, including, without limitation, the California Consumer Privacy Act of 2018 ("CCPA"), Cal. Civ. Code Section 1798.100, *et seq.*, as may be amended from time to time (including but not limited to those amendments enacted by the California Privacy Rights Act of 2020 ("CPRA")); the Virginia Consumer Data Protection Act ("VCDPA"); the Colorado Privacy Act ("CoPA"); the Utah Consumer Privacy Act ("UCPA"); Connecticut's Personal Data Privacy Act ("CTPDPA"); and other analogous state data privacy and security laws or regulations. Regardless of Biller's status as a Business or Controller under Applicable Laws, PSN is a "Service Provider" under the CCPA/CPRA, and a "Processor" under the VCDPA, CoPA, UCPA, and CTPDPA, to the extent such Applicable Laws are applicable to PSN. PSN, as a Service Provider/Processor, agrees to the following as applicable:

- a. PSN will not sell Personal Information.
- b. PSN will not retain, use, or disclose Personal Information for any purpose other than for the specific purpose of providing the Services, as set out in the Agreement, or as otherwise permitted by Applicable Laws.
- c. PSN will not retain, use, or disclose Personal Information for any commercial purpose other than providing the Services.
- d. PSN shall provide reasonable assistance to Biller in facilitating compliance with Consumer rights requests.
- e. Upon direction by Biller, and with a commercially reasonable amount of time, PSN shall delete Personal Information in its possession.
- f. PSN shall not be required to delete any Personal Information in order to comply with a Consumer's request or as directed by Biller if it is necessary for PSN to maintain such information in accordance with Applicable Laws. PSN shall promptly inform Biller of the exceptions relied upon under Applicable Laws and PSN shall not use the Personal Information retained for any other purpose than provided for by the applicable exception or as otherwise permitted by Applicable Laws.
- g. PSN certifies it understands the prohibitions in this Section and will comply with them.
- h. If PSN, in its sole discretion, uses a Service Provider to provide the Services, PSN will enter into written agreements with such Service Providers requiring the Service Provider to abide by terms substantially similar to those set forth in this Section.

32. General.

(a) With respect to agreements with municipalities, localities or governmental authorities, this Agreement shall be governed by the law of the state wherein such municipality, locality or governmental authority is established, without regard to the choice or conflicts of law provisions of any jurisdiction. With respect to Billers that are *not* municipalities, localities or governmental authorities: (i) this Agreement shall be governed by the laws of the State of Wisconsin and controlling United States federal law, without regard to the choice or conflicts of law provisions of any jurisdiction; and (ii) for the purpose of any dispute arising under, or related in any way to, the subject matter of this Agreement,

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the Parties agree that such dispute shall be heard exclusively by the federal or state courts situated in Dane County, Wisconsin, and the Parties agree not to raise any objection to or defense based upon the venue of said courts. No text or information set forth on any other purchase order, preprinted form or document (other than a Biller Order Form and any add-on Biller Order Form, if applicable), and no documentation (including any implementation planning documents) except as specifically referenced in this Agreement, shall modify, add to or vary the terms and conditions of this Agreement. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect. The failure of either Party to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by PSN in writing. All rights and obligations of the Parties in Sections 7, 8, 10, 15, 16, 18, 22 and 31 shall survive termination of this Agreement. This Agreement, including all exhibits attached hereto, comprises the entire agreement between Biller and PSN and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral between the Parties regarding the subject matter contained herein. Biller agrees that PSN may disclose the fact that Biller is a paying customer and the version of the Services that Biller is using. Where this Agreement is incorporated into, embedded in or otherwise made a part of a separate agreement between PSN, Biller and a third party service provider ("Third Party Agreement"), and such Third Party Agreement is terminated or expires, Biller and PSN agree that the terms and conditions of this Agreement shall survive and remain in effect as between Biller and PSN until this Agreement expires or is otherwise terminated by either Biller or PSN in accordance with the terms herein.

(b) By executing this Agreement, Biller ratifies its authorization for PSN to execute debit/credit entries to the Biller Bank Account specified in the Biller Order Form at the depository financial institution(s) named in the Biller Order Form, and to debit/credit the same such account(s). Biller acknowledges that the origination of ACH transactions to its account(s) must comply with the provisions of U.S. law. This authority is to remain in full force and effect until: (i) PSN has received written notification (by electronic or U.S. mail) from Biller of its revocation in such time and manner as to allow PSN a reasonable opportunity to act on it, but not less than ten (10) business days' notice; and (ii) all obligations of Biller to PSN that have arisen under the Agreement and all other agreements have been paid in full. Biller must also notify PSN as set forth in this Agreement when a change in Biller Bank Account number(s) or bank has occurred, at which time this authorization shall apply to such new/changed Biller Bank Account. A fee will be charged for any returned or rejected ACH debits. In the event of non-payment of any sums due to PSN by Biller, PSN reserves the right to withdraw such sums from the Biller Bank Account at any time to ensure payment of the same.

(c) Standard data rates and text messaging rates may apply based on the Customer's plan with their mobile phone carrier. Customers can opt out of text messaging at any time with PSN. Partial payment or overpayment is not supported. Biller may not use the Services for activities that violate any law, statute, ordinance or regulation.

33. Certifications, Attestation and Execution. By executing this Agreement, Biller: (i) certifies to PSN that the individual signing this Agreement on Biller's behalf is authorized by Biller to sign this Agreement; (ii) certifies to PSN that all information and documents submitted by Biller in connection with this Agreement are true and complete; and (iii) authorizes PSN or its agent to verify any of the information given, including credit references, and to obtain credit reports.

By signing below, Biller attests and agrees that: (i) all information, documentation, and materials submitted to PSN by Biller in connection with Biller's submerchant application are true, accurate and complete; and (ii) Biller will at all times comply with the terms, conditions and requirements of this Agreement and the Merchant Services Agreement for Sub-Merchants.

This Agreement may be executed in several counterparts, each of which may be deemed an original, but all of which together shall constitute one and the same instrument. Executed copies hereof may be delivered by facsimile or email of a PDF document, and, upon receipt, shall be deemed originals and binding upon the signatories hereto, and shall have the full force and effect of the original for all purposes, including the rules of evidence applicable to court proceedings.

[SIGNATURE PAGE FOLLOWS]

Payment Service Network, Inc. Service Agreement

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the Effective Date first set above. By the signature of its representative below, each Party affirms that it has taken all necessary action to authorize said representative to execute this Agreement.

PAYMENT SERVICE NETWORK, INC.



By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

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EXHIBIT A TO THE SERVICE AGREEMENT

DEFINITIONS

The following definitions apply as used in the Agreement and in any exhibit thereto, now or hereafter:

“Biller Data” means invoices and bills of the Biller as well as the Content of such invoices and bills;

“Biller Order Form” means the order form contained in Exhibit B attached hereto that references the Services to be performed by PSN and any add-on Services under any add-on Biller Order Form, and which also specifies Biller’s initial subscription for the Services, the applicable transactional fees, service fees and other fees charged by PSN, the billing period, and other charges, terms and conditions as agreed to between the Parties;

“Chargeback” is a reversal of a Transaction initiated by a credit card company, processor, bank or other financial institution including chargebacks, ACH rejects or reversals, disputes and other refunds or credits, that Biller previously presented to PSN under this Agreement and includes, but is not limited to, instances where: (i) Biller failures to issue a refund to a Customer as required; (ii) PSN did not receive Biller’s response to a retrieval request within seven (7) days or any shorter time period required by the Payment Brand Rules; (iii) a Customer disputes the Transaction or claims that the Transaction is subject to a set-off, defense or counterclaim; or (iv) the Biller Bank Account designated by the Customer for an ACH transaction is invalid, or has insufficient funds to complete a Transaction;

"Content" means the information and documents provided or made available to Biller by PSN in the course of Biller accessing or using the Services;

“Customer” shall include customers, payers, taxpayers and users of services of Biller;

"Customer Data" means name, address and contact information of Customers and associated credit card numbers and bank account numbers, excluding any data that PSN acquired other than from the Biller or Customers;

“Go Live Date” means the date that the first payment transaction is processed by PSN for any Customer under this Agreement;

“Integration Components” means software which integrates the Services with any third party software, and any updates or revisions thereto;

"Intellectual Property Rights" means unpatented inventions, patent applications, patents, design rights, copyrights, trademarks, service marks, trade names, domain name rights, mask work rights, know-how and other trade secret rights, and all other intellectual property rights, derivatives, Integration Components and application programming interfaces thereof, and forms of protection of a similar nature anywhere in the world;

“IVR” means the software as a service which provides interactive voice and communication response functionality, automated payments by voice and text, text (SMS) messaging, and related functionality, including inbound and outbound communications;

“Network” is any Payment Method provider whose payment method is accepted by Biller from Customers and which is accepted by PSN for processing, including, but not limited to, Visa, Inc., MasterCard International, Inc., American Express, PayPal (including Pay Pal, Venmo, Pay In 4 and PayPal Credit), Discover Financial Services, LLC, and any other Payment Methods, digital wallets, credit and debit card providers, and debit network providers. Network also includes the National Automated Clearing House Association ("NACHA"), with respect to Transactions involving any credit or debit entry processed over the ACH network, and any other network or clearinghouse over which any electronic check processing Transactions may be processed;

“Network Fees” means all pass-through costs including interchange, PayPal brand fees, dues, assessment fees, processing fees, and similar fees, assessed by any Network, credit card or payment processors, bank card issuers, payment associations, or ACH or check processors;

“Network Liabilities” means any and all fines, fees, penalties, liabilities, charges and other amounts which may be imposed or assessed by the Networks or payment processors as a result of Biller’s actions, omissions, Transactions or Chargebacks, including without limitation, Biller’s failure to comply with the Network Rules, or this Agreement and/or any agreement with any payment processor;

“Payment Methods” means credit and debit cards, ACH, EFT and Check 21 transactions, digital wallets including but not limited to Visa, MasterCard, Amex and Discover, PayPal, Venmo, Apple Pay, Google Pay, credit instruments including PayPal Credit and PayPal Pay in 4, stored value cards, loyalty cards, electronic gift cards, authorized account or access numbers, paper certificates and credit accounts that are used for Transactions and listed on the Biller Order Form;

“Payment Processing Agreement(s)” means the payment and card processing agreements and merchant agreements which PSN has directed the Biller to enter into to enable PSN to provide the Services;

"PSN Technology" means all of PSN's proprietary technology (including software, hardware, products, processes, algorithms, user interfaces, know-how, techniques, designs and other tangible or intangible technical material or information) made available to Biller or otherwise

Payment Service Network, Inc. Service Agreement

developed by PSN in providing the Services;

“Reserve Account” means a Biller account which is maintained in order to protect PSN against the risk of, among other things, existing, potential, or anticipated Chargebacks and to satisfy the other obligations under the Agreement;

"Service(s)" means PSN's billing and payment service, the Content, PSN Technology and other services identified on the Biller Order Form, developed, operated, provided, and/or maintained by PSN, accessible via the Site or another designated website or IP address, or ancillary online and/or offline products and services provided to Biller by PSN, to which Biller is being granted access under this Agreement;

“Site” means <https://www.info.paymentservicenetwork.com/> and its subdomains; and

“Transaction(s)” means a transaction conducted between Biller and its Customers with respect to an account, or evidence of an account, utilizing Payment Methods for payment in connection with the sale, lease, financing or provision of goods and/or services by Biller and/or payment of taxes (either directly or through PSN). “Transaction(s)” may also be used to refer to the written or electronic record of such a transaction, including, without limitation, an authorization code, settlement record, ECP file, or a credit or debit entry pursuant to and consistent with NACHA Rules or card association rules which is submitted to a processor to initiate or evidence a Transaction.

EXHIBIT B TO THE SERVICE AGREEMENT

BILLER ORDER FORM

ADDITIONAL SCHEDULE "A" TO THE PSN SERVICE AGREEMENT BETWEEN City of Belleville AND PSN
Date of Agreement: 04/07/2023

Fill out sections I, II and III

I. CORPORATE OFFICE INFORMATION

Contact Name:	Sarah Biermann	Business Legal Name:	City of Belleville, IL (Utility)
Address:	101 South Illinois Street	City, State, ZIP:	Belleville, IL 6220
Telephone:	618-233-6810	Fax:	618-233-2241
Email:	sbiermann@belleville.net	Website:	www.belleville.net

II. LIST OF ADDITIONAL PROPERTIES, ACCOUNTS OR SERVICES: (Please use a separate sheet if needed or an Excel spreadsheet if possible.)

Total Number Potential Payers	Service Description or Property Name	Address (If different from Corporate above) (Include: Street Address, City, State, ZIP)	Tax ID REQUIRED	Last 4 Digits of Checking Account	Contact Person (for this account, if different from above)	Email (for this account, if different from above)	Phone Number (for this account, if different from above)
18,000	Utility Payments		██████████	████			
200	Utility Terminal Payments		██████████	████			

III. DEPOSITING AND INVOICING INSTRUCTIONS AND REQUEST FOR VOIDED CHECK(S):

- **Check the box as to how you want PSN to debit its fees from your bank account(s).**
 - PSN should invoice and take its fees from the same bank account(s) to which it is depositing funds
 - PSN should invoice and take its fees from a different bank account than the one to which it is depositing funds.

Last 4 digits of bank account from which PSN takes fees: _____ (please provide voided check, no deposit slips allowed)
- **Attach to this Agreement, an actual voided check(s)** for the bank account that PSN will deposit funds into and, if applicable, a voided check of the account from which PSN will debit its fees. It must be a printed voided check and not a starter check, a deposit slip or other substitute. If it is not possible to attach a voided check(s), then you can attach a letter from your bank(s) on bank letterhead that is legally signed by a bank representative, verifying your checking/savings account number and the bank's routing number. NOTE: If using more than one bank account, mark each voided check to clearly identify which account it represents.

In order to debit fees from your account(s), you may have to inform your bank(s) that Payment Service Network (PSN) is an approved vendor. Once you have signed and returned this Agreement, PSN will provide you with its official NACHA vendor number to provide to your bank(s).

PAYMENT SERVICE NETWORK, INC. SERVICE AGREEMENT

**ADDITIONAL SCHEDULE "B" TO THE PSN SERVICE AGREEMENT BETWEEN City of Belleville
Account AND PSN (FEE SCHEDULE FOR Utility Payments)**

The items marked with an "X" are applicable to this Agreement.

SETUP/EQUIPMENT FEES						
<input checked="" type="checkbox"/>	One-time Setup			Already Paid	NA	
<input checked="" type="checkbox"/>	Web Customization	Custom		Already Paid	NA	
<input checked="" type="checkbox"/>	Mobile App	Standard		Included	NA	
<input checked="" type="checkbox"/>	Training			Included	NA	
<input checked="" type="checkbox"/>	Software Integration	Locis		Included	NA	
<input type="checkbox"/>	Custom Programming			\$	NA	
<input checked="" type="checkbox"/>	Swipe Credit Card Setup			Included	NA	
<input type="checkbox"/>	Check Scanning Equipment			\$	NA	
<input checked="" type="checkbox"/>	Credit Card Swipe Machine	VX520 EMV Reader (\$250 X 1)		Already Paid	NA	
Transaction Fees Section						
<input checked="" type="checkbox"/>	Gateway including eBill Solution			\$94.50	Paid by Account Holder	
<input type="checkbox"/>	Bank Bill Pay eSolution/eCash Solution			\$	NA	
<input checked="" type="checkbox"/>	Mobile App			Included	NA	
<input type="checkbox"/>	Custom IVR			\$	NA	
<input checked="" type="checkbox"/>	Swiped Credit Card Terminal	Monthly Maintenance Fee		Waived	NA	
TRANSACTION FEES						
(all fees are per item; unless otherwise noted, only one fee will be charged per transaction)						
<input checked="" type="checkbox"/>	eChecking or eSavings Payment	<input checked="" type="checkbox"/>	Online/Mobile/Field	Net Deposit	\$ 0.90	Paid by Customer
		<input checked="" type="checkbox"/>	Automated Phone	Net Deposit	\$ 0.90	Paid by Customer
		<input checked="" type="checkbox"/>	Text	Net Deposit	\$ 0.90	Paid by Customer
		<input checked="" type="checkbox"/>	Live PSN Rep	Net Deposit	\$ 0.90	Paid by Customer
<input checked="" type="checkbox"/>	Credit Card Payments <input checked="" type="checkbox"/> MasterCard <input checked="" type="checkbox"/> VISA <input checked="" type="checkbox"/> Discover <input checked="" type="checkbox"/> PayPal Brands <input checked="" type="checkbox"/> AMEX	<input checked="" type="checkbox"/>	Online/Mobile/Field	Net Deposit	2.70%*	Paid by Customer
		<input checked="" type="checkbox"/>	Automated Phone	Net Deposit	2.70%*	Paid by Customer
		<input checked="" type="checkbox"/>	Text	Net Deposit	2.70%*	Paid by Customer
		<input checked="" type="checkbox"/>	Live PSN Rep	Net Deposit	2.70%*	Paid by Customer
<input type="checkbox"/>	Bank Bill Pay eSolution (bank-issued checks)		NA	\$	NA	
<input type="checkbox"/>	BackOffice Auto-Pay		NA	\$	NA	
<input type="checkbox"/>	eCash Solution		NA	\$	NA	
<input type="checkbox"/>	Auto-Post Check Scanning (Check 21 or RDC)		NA	\$	NA	
<input checked="" type="checkbox"/>	Advanced Integrated Credit Card Swipe		NA	\$	NA	
OTHER FEES						
<input type="checkbox"/>	Annual Security Compliance (billed annually)		Due each December	Waived	NA	
<input type="checkbox"/>	Outbound Auto-Call Messaging		Only answered calls get assessed the fee; recording device pickups are considered answered.	15¢ per minute, 2-minute minimum	NA	
<input checked="" type="checkbox"/>	NSF (for online and phone check/savings transactions with insufficient funds)			\$9.95	Paid by Account Holder	
<input type="checkbox"/>	NSF (for scanned and VPOST checks)				NA	
<input checked="" type="checkbox"/>	Chargeback (for credit cards that are disputed)			\$15.00	Paid by Account Holder	

***If payment is less than \$100, the Customer will be charged 2.70% plus 40¢.**

Net Deposits are Customer payment deposits less Transaction Fees

Gross Deposits are Customer payment deposits including Customer paid Transaction Fees, if any.

Note: Bank interchange rates are subject to change; therefore, this quote is valid for 15 days from date of issue. 2

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PAYMENT SERVICE NETWORK, INC. SERVICE AGREEMENT

**ADDITIONAL SCHEDULE "B" TO THE PSN SERVICE AGREEMENT BETWEEN City of Belleville
Account AND PSN (FEE SCHEDULE FOR Utility Terminal Payments ONLY)**

The items marked with an "X" are applicable to this Agreement.

SETUP/EQUIPMENT FEES				
<input checked="" type="checkbox"/>	One-time Setup		Already Paid	NA
<input type="checkbox"/>	Web Customization	NA	\$	NA
<input type="checkbox"/>	Mobile App	NA	\$	NA
<input checked="" type="checkbox"/>	Training		Included	NA
<input type="checkbox"/>	Software Integration		\$	NA
<input type="checkbox"/>	Custom Programming		\$	NA
<input checked="" type="checkbox"/>	Swipe Credit Card Setup		Included	NA
<input type="checkbox"/>	Check Scanning Equipment		\$	NA
<input checked="" type="checkbox"/>	Credit Card Swipe Machine	VX520 EMV Reader (\$250 X 1)	Already Paid	NA
SETUP/EQUIPMENT FEES				
<input checked="" type="checkbox"/>	Gateway including eBill Solution		Waived	NA
<input type="checkbox"/>	Bank Bill Pay eSolution/eCash Solution		\$	NA
<input checked="" type="checkbox"/>	Mobile App		Included	NA
<input type="checkbox"/>	Custom IVR		\$	NA
<input checked="" type="checkbox"/>	Swiped Credit Card Terminal	Monthly Maintenance Fee	Waived	NA
TRANSACTION FEES				
(all fees are per item; unless otherwise noted, only one fee will be charged per transaction)				
<input checked="" type="checkbox"/>	eChecking or eSavings Payment	<input type="checkbox"/> Online/Mobile/Field	NA	NA
		<input type="checkbox"/> Automated Phone	NA	NA
		<input type="checkbox"/> Text	NA	NA
		<input type="checkbox"/> Live PSN Rep	NA	NA
<input checked="" type="checkbox"/>	Credit Card Payments <input checked="" type="checkbox"/> MasterCard <input checked="" type="checkbox"/> VISA <input checked="" type="checkbox"/> Discover <input type="checkbox"/> PayPal Brands <input checked="" type="checkbox"/> AMEX	<input type="checkbox"/> Online/Mobile/Field	NA	NA
		<input type="checkbox"/> Automated Phone	NA	NA
		<input type="checkbox"/> Text	NA	NA
		<input type="checkbox"/> Live PSN Rep	NA	NA
<input type="checkbox"/>	Bank Bill Pay eSolution (bank-issued checks)		NA	NA
<input type="checkbox"/>	BackOffice Auto-Pay		NA	\$
<input type="checkbox"/>	eCash Solution		NA	\$
<input type="checkbox"/>	Auto-Post Check Scanning (Check 21 or RDC)		NA	\$
<input checked="" type="checkbox"/>	Standard Credit Card Swipe		NA	2.70%* Paid by Customer
OTHER FEES				
<input type="checkbox"/>	Annual Security Compliance (billed annually)		Waived	NA
<input type="checkbox"/>	Paper eBill opt out	Per eBill	\$	NA
<input type="checkbox"/>	Outbound Auto-Call Messaging	Only answered calls get assessed the fee; recording device pickups are considered answered.	15C per minute, 2-minute minimum	NA
<input type="checkbox"/>	NSF (for online and phone check/savings transactions with insufficient funds)		\$	NA
<input type="checkbox"/>	NSF (for scanned and VPOST checks)			NA
<input checked="" type="checkbox"/>	Chargeback (for credit cards that are disputed)		\$15.00	Paid by Account Holder

***If payment is less than \$100, the Customer will be charged 2.70% plus 40c.**

Net Deposits are Customer payment deposits less Transaction Fees

Gross Deposits are Customer payment deposits including Customer paid Transaction Fees, if any.

Note: Bank interchange rates are subject to change; therefore, this quote is valid for 15 days from date of issue. 3

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SCHEDULE "B" continued
FEE SCHEDULE

"Account Holder's designated depository account(s)" or like language shall mean any and all depository accounts which Account Holder has designated in a writing delivered to PSN for PSN to make deposits of payments made by Account Holder's Customers/Payees. Account Holder may only change designated depository account(s) upon not less than fifteen (15) days prior written notice to PSN, provided that Account Holder completes and timely delivers to PSN all forms required by PSN to complete the change in designated depository account(s).

Account Holder agrees to pay the Setup/Equipment Fees set forth in this Schedule B upon execution of this Agreement. Account Holder agrees to pay Monthly Fees set forth in this Schedule B on or about the first day of each month. All such Setup/Equipment and Monthly Fees are non-refundable and will be automatically withdrawn by PSN via auto debit from the Account Holder's designated depository account(s) as set up with PSN or, at PSN's option, deducted from Customer payments before such payments are deposited into Account Holder's designated depository account.

Account Holder agrees: (1) that, with respect to PayPal, Venmo, PayPal Credit transactions and any other transactions, e.g., credit card, ACH, processed by PayPal (if applicable) or other processors, PayPal or other processors, as applicable, will disburse funds to and collect funds from the Account Holder in accordance with instructions provided to such processor by PSN, and as otherwise permitted pursuant to the Account Holder's applicable agreement with the processor; (2) that PSN is not collecting payments from Account Holder customers and PSN is not a payment intermediary; (3) that Account Holder shall enter into and agree to the PayPal Processing Services Agreement (as may be amended) and other required processor agreements; (4) where PayPal becomes the processor, the Account Holder will become the merchant of record (and not the sub-merchant), and PSN will not be the merchant of record; (5) as well as authorizes that outstanding sums due and owing to PSN, including, but not limited to chargebacks, ACH rejects or reversals, disputes, over-payments, payment errors, and invalidated payments and other refunds or credits (collectively "Chargebacks"), and pass-through costs including interchange, fees, dues, assessment, processing fees, and PayPal fees, will automatically be debited from Account Holder's Designated Depository Account(s) for such purpose on a daily or monthly basis at PSN's sole discretion; (6) non-sufficient funds for these debits, or blocking or otherwise rendering inaccessible any Account Holder's Designated Depository account(s), are grounds for an increase in fees, suspension of the Service or termination of this Agreement. In the event of any such occurrence leading to non-payment of any sums due, PSN reserves the right to withdraw such sums from the Account Holder's Designated Depository Account(s), offset or net settle these sums (i.e., deduct funds owed from daily disbursements to Account Holder), against future deposits, or withhold future deposits until such sums are paid in full, at any time to ensure payment of the same; (7) adjudication of disputes are made between the applicable payment processor and Account Holder pursuant to Section 4 of the Agreement; and (8) the Cash distribution services are no longer available under this Agreement.

Account Holder agrees to pay Transaction Fees and Other Fees as designated in Schedule B. PSN shall, at PSN's option, (a) deduct Transaction Fees, Other Fees, Chargebacks and ACH Problem Transactions as described in Section 4 of the Agreement, from Customer payments before such payments are deposited into Account Holder's designated depository account and/or (b) auto-debit from Account Holder's depository account(s) on or around the first of every month the total of all Transaction Fees and Other Fees incurred during the immediately preceding month which were deposited into the Account Holder's depository account.

Note: Bank interchange rates are subject to change; therefore, this quote is valid for 15 days from date of issue. 4

PAYMENT SERVICE NETWORK, INC. SERVICE AGREEMENT

In support of the Account Holder's agreement with the payment processor (including PayPal), PSN will support efforts toward the deposit of Customer payments into Account Holder's Designated Depository Account(s) within three (3) banking days of payment, however, Account Holder acknowledges that it may take up to five (5) banking days to complete such deposits due to bank notification times and different deposit frequencies from the credit card processors to PSN. A "banking day" is a day of the week on which a bank or financial institution is open to the public for carrying on all of its banking functions (i.e., Monday through Friday, excluding Saturday, Sunday and legal holidays).

PSN acknowledges and agrees that all amounts received from Customers less per item Transaction Fees collected by PSN, any Monthly Fees and Other Fees (collectively, "Fees") owed by Account Holder, and Chargebacks and ACH Problem Transactions as described in Section 4 of the Agreement will be the property of the Account Holder and PSN will have no right to retain such amounts for any reason, including, without limitation, pursuant to any rules of bankruptcy or insolvency. PSN's failure to deduct or auto-debit any Setup/Equipment Fees, Monthly Fees, Transaction Fees or Other Fees ("Unpaid Fees") does not forfeit PSN's right to collect such Unpaid Fees from Account Holder at a later date.

ACCOUNT HOLDER:

Signature:

Date:

Print Name:

Title:

Note: Bank interchange rates are subject to change; therefore, this quote is valid for 15 days from date of issue. 5

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**CITY OF BELLEVILLE, IL
GENERAL OBLIGATION REFUNDING BONDS, SERIES 2012
Debt Service Schedule**

Issue Date: 11/29/2012
Settlement Date: 11/29/2012

<u>Date</u>	<u>Principal</u>	<u>Interest Rate</u>	<u>Interest</u>	<u>Annual Interest</u>	<u>Debt Service</u>	<u>Annual Debt Service</u>
1/1/2013				0.00	0.00	0.00
7/1/2013			91,185.03		91,185.03	
1/1/2014	20,000	1.000	77,421.25	168,606.28	97,421.25	188,606.28
7/1/2014			77,321.25		77,321.25	
1/1/2015	35,000	1.000	77,321.25	154,642.50	112,321.25	189,642.50
7/1/2015			77,146.25		77,146.25	
1/1/2016	35,000	1.100	77,146.25	154,292.50	112,146.25	189,292.50
7/1/2016			76,953.75		76,953.75	
1/1/2017	35,000	1.250	76,953.75	153,907.50	111,953.75	188,907.50
7/1/2017			76,735.00		76,735.00	
1/1/2018	35,000	1.400	76,735.00	153,470.00	111,735.00	188,470.00
7/1/2018			76,490.00		76,490.00	
1/1/2019	35,000	1.500	76,490.00	152,980.00	111,490.00	187,980.00
7/1/2019			76,227.50		76,227.50	
1/1/2020	900,000	2.250	76,227.50	152,455.00	976,227.50	1,052,455.00
7/1/2020			66,102.50		66,102.50	
1/1/2021	920,000	2.250	66,102.50	132,205.00	986,102.50	1,052,205.00
7/1/2021			55,752.50		55,752.50	
1/1/2022	935,000	2.000	55,752.50	111,505.00	990,752.50	1,046,505.00
7/1/2022			46,402.50		46,402.50	
1/1/2023	960,000	2.150	46,402.50	92,805.00	1,006,402.50	1,052,805.00
7/1/2023			36,082.50		36,082.50	
1/1/2024	980,000	2.300	36,082.50	72,165.00	1,016,082.50	1,052,165.00
7/1/2024			24,812.50		24,812.50	
1/1/2025	1,000,000	2.400	24,812.50	49,625.00	1,024,812.50	1,049,625.00
7/1/2025			12,812.50		12,812.50	
1/1/2026	1,025,000	2.500	12,812.50	25,625.00	1,037,812.50	1,050,625.00
	6,915,000		1,574,283.78	1,574,283.78	8,489,283.78	8,489,283.78

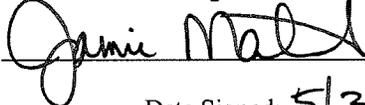
Bond Data

Accrued Interest to Settlement	\$0.00
Total Bond Years	69,114.67
Average Interest Rate	2.27779%
Net Interest Cost %	2.27659%
TIC	2.27318%
Average Life	9.9949 Years
Premium @ 100.0120%	829.12
Net Interest Cost	\$1,573,454.65

REQUEST FOR SUPPLEMENTAL AMENDMENT - BUDGET – 2023-2024

DEPARTMENT/ DIVISION	ACCOUNT NUMBER (LINE ITEM)	LINE ITEM DESCRIPTION	ORIGINAL BUDGETED AMOUNT	AMOUNT OF TRANSFER	REVISED BUDGETED AMOUNT
Police	01-51-56300	Training	82,400	+61,550	143,950
	01-51-65210	Range Supplies	18,000	+19,100	37,100
	01-51-92200	Emergency Services Team	15,500	+9,000	24,500
Administration	01-50-83000	Equipment	60,000	+140,000	200,000
Fire	01-52-54900	Other Professional Services	135,267	+2,000	137,267
Health & Housing	01-61-54900	Other Professional Services	120,000	+311,300	431,300
Parks & Recreation	07-00-89000	Other Improvements	0	+15,300	15,300
Fountain Fund	14-00-89000	Other Improvements	0	+16,100	16,100
ARPA Fund	19-00-89000	Other Improvements	100,000	+1,009,000	1,109,000
TIF 3	38-00-51100	Maintenance Service – Building	618,000	+353,500	971,500
	38-00-84000	Vehicles	2,440,800	+155,640	2,596,440
	38-00-89000	Other Improvements	2,541,000	+38,650	2,579,650
Police Trust	71-00-83000	Equipment	0	+138,000	138,000

Reason for amendments: Encumbrances April 30, 2023

Department Head Signature: _____ Date Signed: _____	Finance Director Signature:  _____ Date Signed: 5/3/23	City Treasurer Signature:  _____ Date Signed: 5/5/23
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Completed By: J. Maitret	Date Completed: 5-3-23	Entered By:	Date Entered:
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ZONING BOARD OF APPEALS, CITY OF BELLEVILLE, ILLINOIS

ADVISORY REPORT

Application for Amendment: Lisa & Robert Diserens

Application Filed: 12/28/2022

02-JAN23 – LISA & ROBERT DISERENS: Request for a Special Use Permit to operate an Air B&B at 410-412 East C Street (08-22.0-323-004) located in a “A-1” Single-Family Residence District. (Applicable sections of the zoning code: 162.094, 162.515) Ward 2

Present Zoning: “A-1” Single Family Residential District

Meeting Held: 01/26/2023

Publication in News Democrat: 01/11/2023

Supporters: None

Objectors: None

Additional public comments: None

Aldermen Present: Alderwoman Carmen Duco (Ward 2)
Alderman Scott Ferguson (Ward 3)
Alderman Raffi Ovia (Ward 4)

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.

02-JAN23: A motion was made to APPROVE the Request for a Special Use Permit to operate an Air B&B at 410-412 East C Street, IN THE NAME OF THE APPLICANT ONLY, by Don Rockwell. It was seconded by Mitoshia Scott. Motion carried 6-0.

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

Director

Date

ZONING BOARD OF APPEALS, CITY OF BELLEVILLE, ILLINOIS

ADVISORY REPORT

Application for Amendment: William F. Frerichs

Application Filed: 03/09/2023

13-APR23 WILLIAM F. FRERICHS: Request for a Map Amendment to rezone the property commonly known as 312 Sahlender Street (08-17.0-511-004,005,006) from "A-1" Single-Family Residence District to "D-1" Light Industry District (Applicable section of the zoning code: 162.590) Ward 3

Present Zoning: "A-1" Single-Family Residence

Meeting Held: 04/27/2023

Publication in News Democrat: 04/12/2023

Supporters: None

Objectors: None

Additional public comments: None

Aldermen Present: Alderman Kent Randall, Ward 3, Alderman Raffi Oviaan, Ward 4

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

- A. Existing use(s) and zoning of the property in question;*
- B. Existing use(s) and zoning of other lots in the vicinity of the property in question;*
- C. Suitability of the property in question for uses already permitted under existing regulations;*
- D. Suitability of the property in question for the proposed use;*
- E. The trend of development in the vicinity of the property in question, including changes (if any) which may have occurred since the property was initially zoned or last rezoned; and*
- F. The effect the proposed rezoning on implementation of this municipality's comprehensive plan.*

13-APR23 WILLIAM F. FRERICHS: A motion to APPROVE was made by Don Rockwell. It was seconded by Mitoshia Scott. Motion carried with the following votes: Tim Price: NO, Ryan Moore, AYE, Don Rockwell, AYE, Mitoshia Scott, AYE and Chairman Nollman, AYE. The motion carried 4-1.

IT IS THEREFORE the recommendation of the Zoning Board of Appeals that the requested Rezoning be GRANTED BY A VOTE OF APPROVAL BY A VOTE OF 4-1.

Director

Date

ZONING BOARD OF APPEALS, CITY OF BELLEVILLE, ILLINOIS

ADVISORY REPORT

Application for Amendment: Janice Pittman

Application Filed: 03/17/2023

14-APR23 JANICE PITTMAN: Request for a Special Use Permit to operate an Air BnB at 8115 West Main Street (07-01.0-114-064) located in a "A-1" Single-Family Residence District. (Applicable sections of the city and zoning code: 34.043, 154.15, 154.46, 154.49, 162.515) Ward 4

Present Zoning: A-1, Single Family Residential District

Meeting Held: 04/27/2023

Publication in News Democrat: 04/12/2023

Supporters: None

Objectors: None

Additional public comments: None

Aldermen Present: Alderman Kent Randall, Ward 3, Alderman Raffi Oviaan, Ward 4

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.

14-APR23 JANICE PITTMAN: A motion was made to APPROVE the request for a Special Use Permit to operate an Air BnB at 8115 West Main Street (07-01.0-114-064) located in a "A-1" Single-Family Residence District. **IN THE NAME OF THE APPLICANT ONLY by Mitoshia Scott. It was seconded by Tim Price. The motion carried 5-0.**

IT IS THEREFORE the recommendation from the Zoning Board of Appeals that the Special Use Permit be GRANTED BY A UNANIMOUS VOTE OF ALL MEMBERS PRESENT OF 5-0.

Director

Date

ZONING BOARD OF APPEALS, CITY OF BELLEVILLE, ILLINOIS

ADVISORY REPORT

Application for Amendment: Jodie Ferguson

Application Filed: 03/30/2023

15-APR23 JODIE FERGUSON: Request for a Special Use Permit for outdoor dining/seating at 732 South Illinois Street, Suite B (08-28.0-234-004) located in a "D-1" Light Industry District. (Applicable sections of the city and zoning code: 118.01, 162.307, 162.515) Ward 6

Present Zoning: D-1 Light Industry District

Meeting Held: 04/27/2023

Publication in News Democrat: 04/12/2023

Supporters: None

Objectors: None

Additional public comments: None

Aldermen Present: Alderman Kent Randall, Ward 3, Alderman Raffi Oviaan, Ward 4

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.

15-APR23 JODIE FERGUSON: A motion was made to APPROVE the Request for a Special Use permit for dining/seating at 732 South Illinois Street, Suite B (08-28.0-234-004) IN THE NAME OF THE APPLICANT ONLY by Ryan Moore. It was seconded by Mitoshia Scott. The motion carried 5-0.

*IT IS THEREFORE the recommendation of the Zoning Board of Appeals that a Special Use Permit for outdoor dining/seating be **GRANTED BY A UNANIMOUS VOTE OF ALL MEMBERS PRESENT OF 5-0.***

Director

Date

ZONING BOARD OF APPEALS, CITY OF BELLEVILLE, ILLINOIS

ADVISORY REPORT

Application for Amendment: Jodie Ferguson

Application Filed: 03/30/2023

16-APR23 JODIE FERGUSON: Request for a Special Use Permit for a liquor license at 732 South Illinois Street, Suite B (08-28.0-234-004) located in a "D-1" Light Industry District. (Applicable sections of the city and zoning code: 162.307, 162.515) Ward 6

Present Zoning: D-1 Light Industry District

Meeting Held: 04/27/2023

Publication in News Democrat: 04/12/2023

Supporters: None

Objectors: None

Additional public comments: None

Aldermen Present: Alderman Kent Randall, Ward 3, Alderman Raffi Ovia, Ward 4

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.

16-APR23 JODIE FERGUSON: A motion to APPROVE the Request for a Special Use permit liquor license at 732 South Illinois Street, Suite B (08-28.0-234-004) located in a "D-1" Heavy Commercial District. IN THE NAME OF THE APPLICANT ONLY by Ryan Moore. It was seconded by Tim Price. The motion carried 5-0 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 5-0.*

Director

Date

ZONING BOARD OF APPEALS, CITY OF BELLEVILLE, ILLINOIS

ADVISORY REPORT

Application for Amendment: Guy & Becky Venuti

Application Filed: 03/23/2023

17-APR23 GUY & BECKY VENUTI: Request for a Special Use Permit to operate an Air BnB at 616 East Garfield Street (08-27.0-134-014) located in a "A-1" Single-Family Residence District. (Applicable sections of the city and zoning code: 34.043, 154.15, 154.46, 154.49, 162.515) Ward 6

Present Zoning: A-1, Single Family Residential District

Meeting Held: 04/27/2023

Publication in News Democrat: 04/12/2023

Supporters: None

Objectors: Robert Brunner, Maggie Eubanks

Additional public comments: None

Aldermen Present: Alderman Kent Randall, Ward 3, Alderman Raffi Ovia, Ward 4

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.

17-APR23 GUY & BECKY VENUTI: A motion was made to APPROVE the request for a Special Use Permit to operate an Air BnB at 616 East Garfield Street (08-27.0-134-014) located in a "A-1" Single-Family Residence District IN THE NAME OF THE APPLICANT ONLY by Don Rockwell. It was seconded by Mitoshia Scott. The motion carried 5-0.

IT IS THEREFORE the recommendation from the Zoning Board of Appeals that the Special Use Permit be GRANTED BY A UNANIMOUS VOTE OF ALL MEMBERS PRESENT OF 5-0.

Director

Date

ZONING BOARD OF APPEALS, CITY OF BELLEVILLE, ILLINOIS

ADVISORY REPORT

Application for Amendment: Ashland Storage Centers East

Application Filed: 03/30/2023

18-APR23 ASHLAND STORAGE CENTERS EAST: Request for a Special Use Permit to expand and operate the existing self-storage facility with outdoor operations at 653 Carlyle Avenue (08-23.0-305-020) located in a "C-2" Heavy Commercial District. (Applicable sections of the zoning code: 162.248, 162.515) Ward 7

Present Zoning: C-2" Heavy Commercial District

Meeting Held: 04/27/2023

Publication in News Democrat: 04/12/2023

Supporters: Barb Pajares

Objectors: None

Additional public comments: None

Aldermen Present: Alderman Kent Randall, Ward 3, Alderman Raffi Ovian, Ward 4

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.

18-APR23 ASHLAND STORAGE CENTERS EAST: A motion was made to APPROVE the request for a Special Use Permit to expand and operate the existing self-storage facility with outdoor operations at 653 Carlyle Avenue (08-23.0-305-020) by Don Rockwell. It was seconded by Ryan Moore. The motion carried 5-0.

IT IS THEREFORE the recommendation from the Zoning Board of Appeals that the Special Use Permit be GRANTED BY A UNANIMOUS VOTE OF ALL MEMBERS PRESENT OF 5-0.

Director

Date



Ensuring safer tomorrows

Omnigo Software, LLC
 10430 Baur Blvd.
 Saint Louis, MO 63132 US
 www.Omnigo.com
 Phone: (800) 814-4843

Prepared By:
Preparer Email:
Quote Number:
Created Date:
Offer Valid Through:
Subscription Term (Months):
Subscription Start Date:

Shannon Dandridge
 Shannon.Dandridge@omnigo.com
 Q-33326-1
 5/5/2023 8:43 AM
 6/4/2023
 60
 6/1/2023

Bill To
 BELLEVILLE POLICE DEPARTMENT (IL)
 Sarah Herzing
 herzings@bellevillepolice.org
 720 West Main Street
 Belleville, Illinois 62220
 United States

Ship To
 BELLEVILLE POLICE DEPARTMENT (IL)
 720 West Main Street
 Belleville, Illinois 62220
 United States

Subscriptions	Qty	Unit Price	Total Sale Price
ITI - Records Management (RMS)	415.00	\$6,537.37	\$542,601.71
Year 1	83.00	\$1,268.77	\$105,307.91
Year 2	83.00	\$1,268.77	\$105,307.91
Year 3	83.00	\$1,300.49	\$107,940.67
Year 4	83.00	\$1,333.01	\$110,639.83
Year 5	83.00	\$1,366.33	\$113,405.39
ITI - CAD	20.00	\$155,713.56	\$155,713.56
Year 1	4.0	\$30,220.88	\$30,220.88
Year 2	4.0	\$30,220.88	\$30,220.88
Year 3	4.0	\$30,976.40	\$30,976.40
Year 4	4.0	\$31,750.82	\$31,750.82
Year 5	4.0	\$32,544.58	\$32,544.58
ITI - CAD	5.00	\$38,928.38	\$38,928.38
Year 1	1.0	\$7,555.22	\$7,555.22
Year 2	1.0	\$7,555.22	\$7,555.22
Year 3	1.0	\$7,744.10	\$7,744.10
Year 4	1.0	\$7,937.70	\$7,937.70
Year 5	1.0	\$8,136.14	\$8,136.14
ITI - CAD E911	5.00	\$14,844.00	\$14,844.00
Year 1	1.00	\$2,633.27	\$2,633.27
Year 2	1.00	\$2,791.27	\$2,791.27
Year 3	1.00	\$2,958.75	\$2,958.75
Year 4	1.00	\$3,136.27	\$3,136.27
Year 5	1.00	\$3,324.44	\$3,324.44
ITI - CAD Adashi	5.00	\$12,018.27	\$12,018.27
Year 1	1.00	\$2,132.00	\$2,132.00
Year 2	1.00	\$2,259.92	\$2,259.92
Year 3	1.00	\$2,395.51	\$2,395.51

Subscriptions	Qty	Unit Price	Total Sale Price
Year 4	1.00	\$2,539.24	\$2,539.24
Year 5	1.00	\$2,691.60	\$2,691.60
ITI - Map - AVL	5.00	\$14,843.98	\$14,843.98
Year 1	1.00	\$2,633.27	\$2,633.27
Year 2	1.00	\$2,791.27	\$2,791.27
Year 3	1.00	\$2,958.74	\$2,958.74
Year 4	1.00	\$3,136.26	\$3,136.26
Year 5	1.00	\$3,324.44	\$3,324.44
ITI - Map - Google Maps	5.00	\$8,858.62	\$8,858.62
Year 1	1.00	\$1,571.49	\$1,571.49
Year 2	1.00	\$1,665.77	\$1,665.77
Year 3	1.00	\$1,765.72	\$1,765.72
Year 4	1.00	\$1,871.67	\$1,871.67
Year 5	1.00	\$1,983.97	\$1,983.97
ITI - Jail Management (JMS)	65.00	\$1,680.44	\$21,845.72
Year 1	13.00	\$298.11	\$3,875.43
Year 2	13.00	\$315.99	\$4,107.87
Year 3	13.00	\$334.95	\$4,354.35
Year 4	13.00	\$355.04	\$4,615.52
Year 5	13.00	\$376.35	\$4,892.55
ITI - JMS Livescan Identix Touch Print	5.00	\$14,843.98	\$14,843.98
Year 1	1.00	\$2,633.27	\$2,633.27
Year 2	1.00	\$2,791.27	\$2,791.27
Year 3	1.00	\$2,958.74	\$2,958.74
Year 4	1.00	\$3,136.26	\$3,136.26
Year 5	1.00	\$3,324.44	\$3,324.44
ITI - Asset / Fleet Management	5.00	\$2,427.32	\$2,427.32
Year 1	1.00	\$430.60	\$430.60
Year 2	1.00	\$456.43	\$456.43
Year 3	1.00	\$483.82	\$483.82
Year 4	1.00	\$512.85	\$512.85
Year 5	1.00	\$543.62	\$543.62
ITI - License and Registration	5.00	\$2,427.32	\$2,427.32
Year 1	1.00	\$430.60	\$430.60
Year 2	1.00	\$456.43	\$456.43
Year 3	1.00	\$483.82	\$483.82
Year 4	1.00	\$512.85	\$512.85
Year 5	1.00	\$543.62	\$543.62
ITI - Policy Manual	5.00	\$2,181.36	\$2,181.36
Year 1	1.00	\$430.60	\$430.60
Year 2	1.00	\$210.47	\$210.47
Year 3	1.00	\$483.82	\$483.82

Subscriptions	Qty	Unit Price	Total Sale Price
Year 4	1.00	\$512.85	\$512.85
Year 5	1.00	\$543.62	\$543.62
ITI RMS - Summons Import for Handheld Ticketwriter	5.00	\$11,299.58	\$11,299.58
Year 1	1.00	\$2,004.51	\$2,004.51
Year 2	1.00	\$2,124.78	\$2,124.78
Year 3	1.00	\$2,252.26	\$2,252.26
Year 4	1.00	\$2,387.39	\$2,387.39
Year 5	1.00	\$2,530.64	\$2,530.64
ITI NCIC - Illinois	5.00	\$14,843.98	\$14,843.98
Year 1	1.00	\$2,633.27	\$2,633.27
Year 2	1.00	\$2,791.27	\$2,791.27
Year 3	1.00	\$2,958.74	\$2,958.74
Year 4	1.00	\$3,136.26	\$3,136.26
Year 5	1.00	\$3,324.44	\$3,324.44
ITI NIBRS - Federal	5.00	\$0.00	\$0.00
Year 1	1.00	\$0.00	\$0.00
Year 2	1.00	\$0.00	\$0.00
Year 3	1.00	\$0.00	\$0.00
Year 4	1.00	\$0.00	\$0.00
Year 5	1.00	\$0.00	\$0.00
ITI - Code Enforcement	5.00	\$0.00	\$0.00
Year 1	1.00	\$0.00	\$0.00
Year 2	1.00	\$0.00	\$0.00
Year 3	1.00	\$0.00	\$0.00
Year 4	1.00	\$0.00	\$0.00
Year 5	1.00	\$0.00	\$0.00
ITI - CAD - Axon	5.00	\$0.00	\$0.00
Year 1	1.00	\$0.00	\$0.00
Year 2	1.00	\$0.00	\$0.00
Year 3	1.00	\$0.00	\$0.00
Year 4	1.00	\$0.00	\$0.00
Year 5	1.00	\$0.00	\$0.00
ITI - Web RMS	5.00	\$0.00	\$0.00
Year 1	1.0	\$0.00	\$0.00
Year 2	1.0	\$0.00	\$0.00
Year 3	1.0	\$0.00	\$0.00
Year 4	1.0	\$0.00	\$0.00
Year 5	1.0	\$0.00	\$0.00
ITI - Utility Body Worn Interface	5.00	\$0.00	\$0.00
Year 1	1.0	\$0.00	\$0.00
Year 2	1.0	\$0.00	\$0.00
Year 3	1.0	\$0.00	\$0.00

Subscriptions	Qty	Unit Price	Total Sale Price
Year 4	1.0	\$0.00	\$0.00
Year 5	1.0	\$0.00	\$0.00
Omnigo Eversure: Continuous Training, Consulting, and Support	5.00	\$0.00	\$0.00
Year 1	1.0	\$0.00	\$0.00
Year 2	1.0	\$0.00	\$0.00
Year 3	1.0	\$0.00	\$0.00
Year 4	1.0	\$0.00	\$0.00
Year 5	1.0	\$0.00	\$0.00
TOTAL:			\$857,677.78

Subscription Name	Description
ITI - Records Management (RMS)	Includes Use of Force, Incident Reporting, Summons, Racial Profiling, and Web RMS, NIBRS. Min 5 users
ITI - CAD	Includes Dispatch Monitor, E911 interface
ITI - CAD E911	CAD E910
ITI - CAD Adashi	CAD Adashi
ITI - Map - AVL	Map - AVL
ITI - Map - Google Maps	Map - Google Maps
ITI - Jail Management (JMS)	Specify # of jail beds
ITI - JMS Livescan Identix Touch Print	JMS Livescan Identix Touch Print
ITI - Asset / Fleet Management	Asset / Fleet Management
ITI - License and Registration	License and Registration
ITI - Policy Manual	Policy Manual
ITI RMS - Summons Import for Handheld Ticketwriter	RMS - Summons Import for Handheld Ticketwriter
ITI NCIC - Illinois	ITI NCIC - Illinois
ITI NIBRS - Federal	ITI NIBRS - Federal
ITI - Code Enforcement	Code Enforcement
ITI - CAD - Axon	ITI CAD interface with Axon
ITI - Web RMS	Web based RMS system compatible with Windows, Android, and iOS
ITI - Utility Body Worn Interface	Sends data in one direction from CAD to Utility Body Worn
Omnigo Eversure: Continuous Training, Consulting, and Support	Continuous Training, Consulting, and Support

	First Invoice Total	\$164,492.32
	Second Year	\$165,530.76
	Third Year	\$170,715.44
	Fourth Year	\$175,825.77
	Fifth Year	\$181,113.49
	Grand Total	\$857,677.78

Prices shown above do not include any taxes that may apply. Any applicable taxes will be invoiced. For customers based in the United States, any applicable taxes will be determined based on the laws and regulations of the taxing authorities governing the "Ship To" location provided by the Customer on this Sales Order Form. Payment terms are 30 days from invoice date. Payments accepted via check, ACH or wire transfer. Amounts in USD. Pricing quoted herein is subject to an annual increase for each year of the contracted term.

This Sales Order Form is governed by the terms of the Omnigo Master Subscription Agreement, which can be found at: www.omnigo.com/master-subscription-agreement or such other definitive agreement entered into by and between Omnigo and a customer governing such Sales Order.

Signature:

Signature Date:

Name (Print):

Title:

Is a PO required for purchase?

PO Number, if issued:



LOCAL PUBLIC AGENCY

Local Public Agency		County	Section Number
City of Belleville		St. Clair	17-00169-02-RS
Fund Type	ITEP, SRTS, HSIP Number(s)	MPO Name	MPO TIP Number
STU/COVID	N/A	EWGCG	6832-21& 6832A-22

Construction

State Job Number	Project Number
C-98-003-21	ET62(727)

Construction on State Letting Construction Engineering Utilities Railroad Work

This Agreement is made and entered into between the above local public agency, hereinafter referred to as the "LPA" and the State of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LPA jointly propose to improve the designated location as described below. The improvement shall be consulted in accordance with plans prepared by, or on behalf of the LPA and approved by the STATE using the STATE's policies and procedures approved and/or required by the Federal Highway Administration, hereinafter referred to as "FHWA".

LOCATION

Local Street/Road Name	Key Route	Length	Stationing	
			From	To
Lebanon Avenue	FAU 9266	0.31 mi.	0.11	0.42

Location Termini
F Street to South of Elmwood Drive

Current Jurisdiction	Existing Structure Number(s)	Add Location
City of Belleville	N/A	Remove

LOCATION

Local Street/Road Name	Key Route	Length	Stationing	
			From	To
Lebanon Avenue	FAU 9266	0.59	0.58	1.17

Location Termini
Bristow Street to ILL 161

Current Jurisdiction	Existing Structure Number(s)	Add Location
City of Belleville	N/A	Remove

PROJECT DESCRIPTION

The project consists of roadway resurfacing and all necessary work to complete the project.

LOCAL PUBLIC AGENCY APPROPRIATION - REQUIRED FOR STATE LET CONTRACTS

By execution of this Agreement the LPA attests that sufficient moneys have been appropriated or reserved by resolution or ordinance to fund the LPA share of project costs. A copy of the authorizing resolution or ordinance is attached as an addendum.

METHOD OF FINANCING - (State-Let Contract Work Only)

Check One

METHOD A - Lump Sum (80% of LPA Obligation _____)

Lump Sum Payment - Upon award of the contract for this improvement, the LPA will pay the STATE within thirty (30) calendar days of billing, in lump sum, an amount equal to 80% of the LPA's estimated obligation incurred under this agreement. The LPA will pay to the STATE the remainder of the LPA's obligation (including any nonparticipating costs) in a lump sum within thirty (30) calendar days of billing in a lump sum, upon completion of the project based on final costs.



METHOD B - _____ Monthly Payments of _____ due by the _____ of each successive month.
Monthly Payments - Upon award of the contract for this improvement, the **LPA** will pay to the **STATE** a specified amount each month for an estimated period of months, or until 80% of the **LPA's** estimated obligation under the provisions of the agreement has been paid. The **LPA** will pay to the **STATE** the remainder of the **LPA's** obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.

METHOD C - LPA's Share _____ **Balance** _____ divided by estimated total cost multiplied by actual progress payment.
Progress Payments - Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the **LPA** will pay to the **STATE** within thirty (30) calendar days of receipt, an amount equal to the **LPA's** share of the construction cost divided by the estimated total cost multiplied by the actual payment (appropriately adjust for nonparticipating costs) made to the contractor until the entire obligation incurred under this agreement has been paid.

Failure to remit the payment(s) in a timely manner as required under Methods A, B, or C shall allow the **STATE** to internally offset, reduce, or deduct the arrearage from any payment or reimbursement due or about to become due and payable from the **STATE** to the **LPA** on this or any other contract. The **STATE** at its sole option, upon notice to the **LPA**, may place the debit into the Illinois Comptroller's Offset System (15 ILCS 405/10.05) or take such other and further action as may be required to recover the debt.

THE LPA AGREES:

1. To acquire in its name, or in the name of the **STATE** if on the **STATE** highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established State policies and procedures. Prior to advertising for bids, the **LPA** shall certify to the **STATE** that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the **LPA**, the **STATE**, and the **FHWA** if required.
2. To provide for all utility adjustments and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Public Agency Highway and Street Systems.
3. To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
4. To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, a jurisdictional addendum is required.
5. To maintain or cause to be maintained the completed improvement (or that portion within its jurisdiction as established by addendum referred to in item 4 above) in a manner satisfactory to the **STATE** and the **FHWA**.
6. To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
7. To maintain for a minimum of 3 years after final project close out by the **STATE**, adequate books, records and supporting documents to verify the amounts, 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 **STATE**. The **LPA** agrees to cooperate fully with any audit conducted by the Auditor General, the **STATE**, and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this section shall establish presumption in favor of the **STATE** for recovery of any funds paid by the **STATE** under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
8. To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
9. To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the **FHWA**.
10. To provide or cause to be provided all of the initial funding, equipment, labor, material, and services necessary to complete locally administered portions of the project.
11. (Railroad Related Work) The **LPA** is responsible for the payment of the railroad related expenses in accordance with the LPA/ railroad agreement prior to requesting reimbursement from the **STATE**. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets Office. Engineer's Payment Estimates shall be in accordance with the Division of Cost.
12. Certifies to the best of its knowledge and belief that its officials:
 - a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. have not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false

- statements receiving stolen property;
- c. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, Local) with commission of any of the offenses enumerated in item (b) of this certification; and
 - d. have not within a three-year period preceding the agreement had one or more public transactions (Federal, State, Local) terminated for cause or default.
13. To include the certifications, listed in item 12 above, and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
 14. That execution of this agreement constitutes the **LPA's** concurrence in the award of the construction contract to the responsible low bidder as determined by the **STATE**.
 15. That for agreements exceeding \$100,000 in federal funds, execution of this agreement constitutes the **LPA's** certification that:
 - a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or any employee of a member of congress in connection with the awarding of any federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
 - b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard form - LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
 - c. The **LPA** shall require that the language of this certification be included in the award documents for all subawards (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements), and that all subrecipients shall certify and disclose accordingly
 16. To regulate parking and traffic in accordance with the approved project report.
 17. To regulate encroachments on public rights-of-way in accordance with current Illinois Compiled Statutes.
 18. To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with the current Illinois Compiled Statutes.

THE STATE AGREES:

1. To provide such guidance, assistance, and supervision to monitor and perform audits to the extent necessary to assure validity of the **LPA's** certification of compliance with Title II and III Requirements.
2. To receive bids for construction of the proposed improvement when the plans have been approved by the **STATE** (and **FHWA**, if required) and to award a contract for construction of the proposed improvement after receipt of a satisfactory bid.
3. To provide all initial funding and payments to the contractor for construction work let by the **STATE**. The **LPA** will be invoiced for their share of contract costs per the method of payment selected under Method of Financing based on the Division of Costs shown on Addendum 2.
4. For agreements with federal and/or state funds in construction engineering, utility work and/or railroad work:
 - a. To reimburse the **LPA** for federal and/or state share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payments by the **LPA**;
 - b. To provide independent assurance sampling and furnish off-site material inspection and testing at sources normally visited by **STATE** inspectors for steel, cement, aggregate, structural steel, and other materials customarily tested by the **STATE**.

IT IS MUTUALLY AGREED:

1. Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction and federal Buy America provisions
2. That this Agreement and the covenants contained herein shall become null and void in the event that the **FHWA** does not approve the proposed improvement for Federal-aid participation within one (1) year of the date of execution of this agreement.
3. This agreement shall be binding upon the parties, their successors, and assigns.
4. For contracts awarded by the **LPA**, the **LPA** shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT - assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The **LPA** shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT - assisted contracts. The **LPA's** DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this agreement. Upon notification to the recipient of its failure to carry out its approved program, the **STATE** 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.). In the

absence of a USDOT - approved **LPA** DBE Program or on **state** awarded contracts, this agreement shall be administered under the provisions of the **STATE'S** USDOT approved Disadvantaged Business Enterprise Program.

5. In cases where the **STATE** is reimbursing the **LPA**, obligation of the **STATE** shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable federal funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
6. All projects for the construction of fixed works which are financed in whole or in part with funds provided by this agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of the act exempt its application.

FISCAL RESPONSIBILITIES:

1. **Reimbursement Requests:** For reimbursement requests the **LPA** will submit supporting documentation with each invoice. Supporting documentation is defined as verification of payment, certified time sheets or summaries, vendor invoices, vendor receipts, cost plus fix fee invoice, progress report, personnel and direct cost summaries, and other documentation supporting the requested reimbursement amount (Form BLR 05621 should be used for consultant invoicing purposes). **LPA** invoice requests to the **STATE** will be submitted with sequential invoice numbers by project.
2. **Financial Integrity Review and Evaluation (FIRE) program:** **LPA's** and the **STATE** must justify continued federal funding on inactive projects. 23 CFR 630.106(a)(5) defines an inactive project as a project which no expenditures have been charged against Federal funds for the past twelve (12) months. To keep projects active, invoicing must occur a minimum of one time within any given twelve (12) month period. However, to ensure adequate processing time, the first invoice shall be submitted to the **STATE** within six (6) months of the federal authorization date. Subsequent invoices will be submitted in intervals not to exceed six (6) months.
3. **Final Invoice:** The **LPA** will submit to the **STATE** a complete and detailed final invoice with applicable supporting documentation of all incurred costs, less previous payments, no later than twelve (12) months from the date of completion of work or from the date of the previous invoice, whichever occurs first. If a final invoice is not received within this time frame, the most recent invoice may be considered the final invoice and the obligation of the funds closed. Form BLR 05613 (Engineering Payment Record) is required to be submitted with the final invoice for engineering projects.
4. **Project Closeout:** The **LPA** shall provide the final report to the appropriate **STATE** district office within twelve (12) months of the physical completion date of the project so that the report may be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the district prior to the end of the twelve (12) months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, this process must be repeated until the project is closed. Failure to follow this process may result in the immediate close-out of the project and loss of further funding.
5. **Project End Date:** The period of performance (end date) for state and federal obligation purposes is five (5) years for projects under \$1,000,000 or seven (7) years for projects over \$1,000,000 from the execution date of the agreement.

Requests for time extensions and joint agreement amendments must be received and approved prior to expiration of the project end date. Failure to extend the end date may result in the immediate close-out of the project and loss of further funding.

6. **Single Audit Requirements:** If the **LPA** expends \$750,000 or more a year in federal financial assistance, they shall have an audit made in accordance with 2 CFR 200. **LPA's** expending less than \$750,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the **STATE** (IDOT's Office of Internal Audit, Room 201, 2300 South Dirksen Parkway, Springfield, Illinois, 62764) within 30 days after the completion of the audit, but no later than one year after the end of the **LPA's** fiscal year. The CFDA number for all highway planning and construction activities is 20.205. Federal funds utilized for construction activities on projects let and awarded by the **STATE** (federal amounts shown as "Participating Construction" on Addendum 2) are not included in a **LPA's** calculation of federal funds expended by the **LPA** for Single Audit purposes..
7. **Federal Registration:** **LPA's** are required to register with the System for Award Management or SAM, which is a web-enabled government-wide application that collects, validates, stores, and disseminates business information about the federal government's trading partners in support of the contract award and the electronic payment processes. To register or renew, please use the following website: <https://www.sam.gov/SAM/>
8. **Required Uniform Reporting:** For work not included on a state letting, the Grant Accountability and Transparency Act (30 ILCS 708) requires a uniform reporting of expenditures. Uniform reports of expenditures shall be reported no less than quarterly using IDOT's BoBS 2832 form available on IDOT's web page under the "Resources" tab. Additional reporting frequency may be required based upon specific conditions or legislation as listed in the accepted Notice of State Award (NOSA). Specific conditions are based upon the award recipient/grantee's responses to the Fiscal and Administrative Risk Assessment (ICQ) and the Programmatic Risk Assessment (PRA)..

NOTE: Under the terms of the Grant Funds Recovery Act (30 ILCS 705/4.1), "Grantor agencies may withhold or suspend the distribution of grant funds for failure to file requirement reports" if the report is more than 30 calendar days delinquent, without any approved written explanation by the grantee, the entity will be placed on the Illinois Stop Payment List. (Refer to the Grantee Compliance Enforcement System for detail about the Illinois Stop Payment List: <https://www.illinois.gov/sites/GATA/>)



[Pages/ ResourceLibrary.aspx](#))

ADDENDA

Additional information and/or stipulations are hereby attached and identified below as being a part of this agreement.

<input checked="" type="checkbox"/>	1.	Location Map
<input checked="" type="checkbox"/>	2.	Division of Cost
<input checked="" type="checkbox"/>	3.	Resolution*
<input type="checkbox"/>	4.	

*Appropriation and signature authority resolution must be in effect on, or prior to, the execution date of the agreement.



The LPA further agrees as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this agreement and all Addenda indicated above.

APPROVED

Local Public Agency

Name of Official (Print or Type Name)

Patty Gregory

Title of Official

Mayor

Signature

Date

Signature and Date fields

The above signature certifies the agency's TIN number is 376001921 conducting business as a Governmental Entity.

DUNS Number 076964576

APPROVED

State of Illinois Department of Transportation

Omer Osman, P.E., Secretary of Transportation

Date

Signature and Date fields for Omer Osman

By:

George A. Tapas, P.E., S.E., Engineer of Local Roads & Streets

Date

Signature and Date fields for George A. Tapas

Stephen M. Travia, P.E., Director of Highways PI/Chief Engineer

Date

Signature and Date fields for Stephen M. Travia

Yangsung Kim, Chief Counsel

Date

Signature and Date fields for Yangsung Kim

Vicki Wilson, Chief Fiscal Officer

Date

Signature and Date fields for Vicki Wilson

NOTE: A resolution authorizing the local official (or their delegate) to execute this agreement and appropriation of local funds is required to be attached as an addendum. The resolution must be approved prior to, or concurrently with, the execution of this agreement. If BLR 09110 or BLR 09120 are used to appropriate local matching funds, attach these forms to the signature authorization resolution.

Please check this box to open a fillable Resolution Form within this Addenda.



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

March 28, 2023

Jason Poole
Director of Parks & Recreation
510 W. Main Street
Belleville, IL 62220

Re: Bicycle and Pedestrian Master Plan
OA Project No. 222151

Dear Mr. Poole:

This letter will serve as our agreement to perform planning services connected with developing a bicycle and pedestrian master plan (hereinafter called the "Project") subject to the General Conditions shown on the attached Exhibit A. This proposal and its agreements are contingent upon the City of Belleville obtaining an MEPRD Community Planning Grant award for the Project.

Scope: Our Scope of Services includes time to provide guidelines, priorities, and planning towards a more comprehensive bicycle and pedestrian network for the City of Belleville, all as further described in the attached Scope of Services. We will also furnish such Additional Services as you may request.

Schedule: Deliverables will be submitted to the City by December 31, 2024.

Estimated Cost: You agree to pay us a lump sum of \$72,500 for our Scope of Services. Any authorized Additional Services will be billed at the hourly rates set forth in Exhibit A.

This proposal and the attachments represent the entire understanding between you and Oates Associates, Inc. with respect to the Project and may only be modified in writing signed by both of us. If it 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.


Jody Shaw, PE
Project Manager


Thomas L Cissell III, PE
Project Principal

Accepted on this date: _____

By: _____

Title: _____

General

The proposed scope of services includes the development of a bicycle and pedestrian master plan for the City of Belleville, IL. This Master Plan will provide guidelines, priorities, and planning towards creating a more bicycle and pedestrian friendly city. It will look into existing conditions around the city as well as community preferences in order to create a plan that meets the greatest needs for the city in an efficient and effective manner. This document is not intended to fulfill every need of the city, but to serve as a starting point that will help guide the next five to eight years of planning for the City of Belleville.

Anticipated work for the bicycle and pedestrian master plan will include data collection, city and stakeholder coordination, community engagement, corridor prioritization and analysis, and potential project planning as described in detail herein.

BASIC SERVICES FEE (\$72,500 lump sum)

Scope of Basic Services

Task 1.0 – Vision and Goals

During this task, the consultant will meet with the city and stakeholders to determine the vision and the goals for the master plan. An evaluation matrix will be developed that will help define the criteria that will help guide decisions as they are made throughout the study.

Task 2.0 - Discovery

During this task, the consultant will compile existing city provided data. Available data will be mapped in a GIS shapefile format and is expected to include:

- Existing bicycle and pedestrian infrastructure
- Existing utility easements
- Existing development plans
- Pedestrian generators like high density housing, schools, recreational area, etc.
- Public transit
- Roadway and traffic information like AADT, speed limits and crash data
- Contours
- Parcel ownership information and parcel boundary information

Additional Data to be collected during this period includes information on pedestrian and bicycle barriers within the city, observations from the field, and stakeholder meetings.

Task 3.0 – Defining Desired Connections

During this task, the consultant will evaluate the information gathered from the Discovery Task as well as from the Community Engagement Task and begin to formulate desired connections within the city. Up to ten connections will be developed and placed in an evaluation matrix and ranked by the criteria pre-determined during the Vision and Goals Task. The connections will be presented to the client in order to determine up to five priority connections for the city to move forward with in the plan.

Task 4.0 – Developing the Corridors

During this task, the consultant will take the highest priority connections and develop a feasible corridor to complete the desired connection. Corridors will be focused on serving both bicycle and pedestrian modes of transportation. Right of way, topography, road usage, existing facilities and many other attributes will be evaluated to determine the most efficient and effective multimodal corridors to develop. Conceptual plans, concept cross sections, planning level cost estimates will be developed to ensure each corridor can support the multimodal facility. Up to five miles of developed corridors will be presented to the client for input on prioritization and future network connections.

Task 5.0 – Developing Network Spurs

Once the priority connections and subsequent corridors have been developed and prioritized by the city, the consultant shall evaluate potential additional connections that can be made to the corridors that will help expand the reach of the system. Potential additional connections would be either bicycle or pedestrian friendly facilities. The additional connections will be evaluated on a concept level and grouped according to multimodal facility type. This will serve as a guide to determine future upgrades should any development happen along the existing roadways.

Task 6.0 – Final Report

During this task, the consultant will organize the plan into a cohesive map that can be used for planning purposes and grant applications. Included with the map will be the final report which will briefly state the methodology of the study, data collected, as well as plans, sections, and cost estimates for the priority corridors that were developed. A GIS shapefile will be created to document the network.

Task 7.0 – Community Engagement

During this task, a community engagement specialist will assemble information from recent community engagement activities and prepare reports for the Final Report and make recommendations to help guide the development of the city's bicycle and pedestrian plan.

Existing community engagement is expected to include:

- Recent online survey to determine desired connections and existing barriers
- Pop-up Event to create momentum and excitement for the plan and its possibilities
- Supplemental online survey to rank the desired connections in order to determine public priorities
- Open house to present the plan and the top priority corridors to the public.

Excluded from the Scope of Services

The consultant's scope excluded:

- Preliminary engineering plans
- Construction and bid documents
- Field and Right of Way surveys
- Grant applications
- Final construction estimates – concept level estimates are included

EXHIBIT A
GENERAL CONDITIONS
HOURLY RATE SCHEDULE

Principal Engineer	230.00
Senior Professional II	220.00
Senior Professional I	205.00
Professional IV	185.00
Professional III	170.00
Professional II	140.00
Professional I	125.00
Junior Professional	100.00
Technician III	150.00
Technician II	125.00
Technician I	90.00
Technician	75.00
Technician Intern	60.00

The above hourly rates are effective as of July 1, 2022 and are subject to adjustment annually.

TERMS

When used below, the term "we" and "our" refers to Oates Associates, Inc. and its consultants, stockholders, agents, and employees. The term "you" and "your" refers to the person or entity to whom this proposal is addressed.

PAYMENT PROVISIONS

We will bill you monthly for services and reimbursable expenses. Our invoices are due and payable within 30 days of issuance. If invoices are not paid when due, we will stop work on the project until paid. In addition, a late charge of 1-1/2% per month will be assessed on invoices not paid within 30 days.

We will bill you for any direct costs we incur in the prosecution of this work. Direct costs may include subconsultants we contract to perform a portion of our scope. Reimbursable expenses will also include any out-of-pocket costs directly related to this project. Basis for billings of reimbursable expenses will be actual cost.

The above financial arrangements are based on the prompt payment of our bills and the orderly and continuous progress of the Project. We would expect to start our services promptly after receipt of your acceptance of this proposal. If there are protracted delays for reasons beyond our control, we would expect to negotiate with you an equitable adjustment of our compensation taking into consideration the impact of such delay including but not limited to changes in price indices and pay scales applicable to the period when services are in fact being rendered.

GENERAL LIABILITY AND LIMITATION THEREOF

We agree to hold you harmless and to indemnify you on account of any liability due to bodily injury or property damage arising directly out of our negligent acts, but such hold harmless and indemnity will be limited to that covered by our comprehensive general liability insurance. At your request, we will provide certificates evidencing such coverage and, if available, will purchase additional limits of liability that you may require as a separate cost item to be borne by you.

LIMITATION OF LIABILITY

You recognize that our fee includes an allowance for funding a variety of risks which are imposed on us by virtue of our involvement in and association with your project. One of these risks stems from the potential for human error. In order for you to obtain a reduction in fee by virtue of a smaller allowance for risk funding, you agree to limit our professional liability to you for any and all claims, losses, expenses, injuries or damages (including consequential damages) to the extent caused by our professional acts, errors, or omissions, such that our total aggregate liability to you shall not exceed the total compensation received by us under this agreement, or the sum of \$50,000, whichever is greater. If you wish to discuss higher limits and the charges involved, you should speak with our personnel.

THIRD PARTY CLAIMS

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either you or us. Our services under this Agreement are being performed solely for your benefit, and no other entity shall have any claim against us because of this Agreement or the performance or nonperformance of services hereunder. You agree to include a provision in all contracts with contractors and other entities involved in this project to carry out the intent of this paragraph.

OWNERSHIP AND USE

Upon full payment of all sums due or anticipated to be due us under this Agreement and upon performance of all your obligations under this Agreement, the latest original Drawings and Specifications and the latest electronic data prepared by us for the Project shall become your property. This conveyance shall not deprive us of the right to retain electronic data or other reproducible copies of the Drawings and Specifications or the right to reuse information contained in them in the normal course of our professional activities. We shall be deemed the author of such electronic data or documents, shall retain all rights not specifically conveyed, and shall be given appropriate credit in any public display of such Drawings and Specifications. We will, however, retain ownership and possession of original recorded plats.

EXHIBIT A

GENERAL CONDITIONS

You will not use or authorize any other person to use the Drawings, Specifications, electronic data and other instruments of service on other projects, for additions to this Project or for completion of this Project by others so long as we are not adjudged to be in default under this Agreement. Reuse without our professional involvement will be at your sole risk and without liability to us. You agree to indemnify and hold us and our subconsultants or agents harmless from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of unauthorized reuse of Drawings, Specifications, electronic data or other instruments of service.

TIMING OF STANDARDS

We endeavor to perform our services in accordance with standards, building codes, and ordinances in effect at the time of service using that level of care and skill ordinarily exercised by members of the profession currently practicing in the same or similar locality and under similar conditions. You understand that these standards and level of care and skill change with time and that substantially delayed use of our documents without our involvement is at your own risk.

TERMINATION, SUSPENSION OR ABANDONMENT

You recognize that if you terminate, suspend or abandon this project we will incur many costs which we would not have incurred had the project continued to completion. Therefore it is agreed that an equitable adjustment to our compensation shall include but not be limited to all reasonable costs incurred by us on account of suspension or abandonment of the Project, for preparation of documents for storage; maintaining space and equipment pending resumption; orderly demobilization of staff; maintaining employees on a less than full-time basis; terminating employment of personnel because of suspension; rehiring former employees or new employees because of resumption; reacquainting employees with the Project upon resumption; and making revisions to comply with Project requirements at the time of resumption.

DISPUTE RESOLUTION

In an effort to resolve any conflicts that arise during the design or construction of the Project or following the completion of the Project, you and we agree that all disputes between us arising out of or relating to this Agreement or the Project shall be submitted to non-binding mediation unless the parties mutually agree otherwise.

UNFORESEEN CONDITIONS

Our services may be provided to assist you in making changes to an existing facility for which you shall furnish documentation and information upon which we may rely for its accuracy and completeness. Unless specifically authorized or confirmed in writing by you, we shall not be required to perform or to have others perform destructive testing or to investigate concealed or unknown conditions.

RELIANCE ON INFORMATION

In the event documentation or information furnished by you is inaccurate or incomplete, all resulting damages, losses and expenses, including the cost of our Additional Services, shall be borne by you. You shall indemnify and hold harmless Oates Associates, Inc. our subconsultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, which arise as a result of documentation or information furnished by you.

CONSTRUCTION MEANS AND METHODS

Performance of our services does not imply liability by us for Contractor means, methods, techniques, sequences or procedures of construction selected by Contractor or safety precautions and programs incident to the work of Contractor or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor furnishing and performing their work. Accordingly, we can neither guarantee the performance of the construction contracts by Contractor nor assume responsibility for Contractor failure to furnish and perform work in accordance with Contract Documents.

JOBSITE SAFETY

Insofar as jobsite safety is concerned, we are responsible solely for our own and our employees' activities on the jobsite, but this shall not be construed to relieve you or any construction contractors from their responsibilities for maintaining a safe jobsite. Neither our professional activities nor the presence of our employees and subconsultants, shall be construed to imply we have any responsibility for methods of work performance supervision, sequencing of construction, or safety in, on, or about the jobsite. You agree that the general contractor is solely responsible for jobsite safety, and you warrant that this intent shall be made evident in your agreement with the general contractor. You also warrant we shall be made an additional insured under the general contractor's general liability insurance policy.

HAZARDOUS MATERIALS

As used in this Agreement, the term "hazardous materials" shall mean any substances, including but not limited to asbestos, toxic or hazardous waste, PCBs, combustible gasses and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statutes) or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the Project site.

You and we acknowledge that our scope of services does not include any services related to the presence of any hazardous or toxic materials. In the event that we or any other party encounter any hazardous materials, or should it become known to us that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of our services, we may, at our option and without liability for consequential or any other damages, suspend performance of our services under this Agreement until you retain appropriate consultants or contractors to identify and abate or remove the hazardous materials and warrant that the jobsite is in full compliance with laws and regulations regarding such materials.

DEVELOPMENT AGREEMENT

This agreement made this 15th day of May, 2023 by and between the City of Belleville, Illinois (the "City") and **Eye on Design, Inc. ("Eye on Design, Inc.")**:

WITNESSETH:

WHEREAS, Eye on Design, Inc. intends on investing a minimum of \$100,000.00 to complete the remodeling of the existing facility located at 309 East Main St. in Belleville (the "Project"), and;

WHEREAS, the parties have reached an agreement in order to set forth the terms upon which the City would provide certain economic incentives for the Project and the terms upon which **Eye on Design, Inc.** would provide jobs at said location.

Responsibilities of the City of Belleville

1. Reimburse Eye on Design, Inc. \$20,000.00 in TIF #17 funds for remodeling and of the existing facility located at 309 East. Main St., after receipt of documentation of eligible costs incurred, and;

Responsibilities of Eye on Design, Inc.

- A. Invest no less than \$100,000.00 for the remodeling of the existing facility located at 309 East Main St. no later than October 31, 2023; and,
- B. Retain six (6) FTE jobs, and;
- C. Commit to annual sales subject to sales tax of no less than \$250,000.00, and;
- D. Eye on Design, Inc. and any heirs and/or successors shall remain and operate at the site for no less than five (5) years, and;
- E. Compliance with all existing and applicable Federal, State, County and Local laws and ordinances.

Penalties

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

Miscellaneous

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

shall be in writing, and delivered either personally, or by certified or registered mail, to the addresses indicated for each party below after their respective signatures, or to such other address as designated by a party similar notice to the other party. Date of notice shall be the date of delivery in the case of delivered notice or the date of posting in the mail in the case of mail notice.

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

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

By: _____
MAYOR

ATTEST: _____
CITY CLERK

Eye on Design, Inc.
309 East Main St.
Belleville, IL 62220

By: _____
Jennaver Brown, Owner

**AGREEMENT FOR PROFESSIONAL SERVICES
CITY OF BELLEVILLE, ILLINOIS
TAX INCREMENT FINANCING CONSULTING**

This Agreement, entered into this _____ day of _____, 2023 by and between the City of Belleville, Illinois, hereinafter referred to as the "City" and Moran Economic Development, hereinafter referred to as the "Consultant".

Whereas, the City has a need for assistance in the review and analysis of portions of the City as this review and analysis pertains to the use of tax increment financing ("TIF"); and,

Whereas, the Consultant is duly experienced in providing such assistance,

Now, Therefore, the City and the Consultant, for the considerations and under the conditions hereinafter set forth, do mutually agree as follows:

SCOPE OF SERVICES

The following Scope of Services applies to the portion of the City of Belleville proposed for the inclusion in the Bellevue Plaza Tax Increment Financing Redevelopment Project Area.

A. Determination of Eligibility

1. The Consultant will complete the field work necessary in order to make a determination as to whether or not the proposed properties for inclusion in the existing TIF District Area are eligible for tax increment financing. In addition, the Consultant will review other County and City plans and documents when necessary.
2. The Consultant will use the definitions and guidelines as provided in the Illinois Tax Increment Allocation Redevelopment Act (as amended) in making its determination as to the eligibility of the proposed Amended Area.
3. The Consultant will collect current and historical EAV data for each parcel in the proposed area from the County Assessor's office, including the names and addresses of property owners.
4. The City will make available to the Consultant its legal counsel, engineer, City staff, and other professionals associated with the City's work (including utility/infrastructure personnel, municipal legislation, etc.) for the purposes of completing the Eligibility Study.
5. The Consultant will utilize its own GIS staff to conduct all land use and boundary maps. This will not be outsourced.

B. Presentation to the City

1. The Consultant will present its findings to the Economic Development and Annexation Committee ("ED&A", or the "Committee"). This presentation will include an explanation as to whether or not, in the opinion of the Consultant, the proposed properties were found to be eligible for tax increment financing, and the Consultant's account as to the manner in which the properties to be included have been found to be eligible or ineligible.
2. The Committee will then determine whether to authorize the completion of the TIF Redevelopment Plan. If the Committee decides to proceed, then, at the discretion of the Committee, it will authorize the Consultant to complete the TIF establishment process.

C. Creation of the TIF Plan

The TIF Plan will include the following items:

1. Description of tax increment financing as referenced by the Illinois Revised Statutes;
2. Documentation necessary to demonstrate that real property to be included in the TIF Plan meets the qualifying factors to be eligible for tax increment financing;
3. Objectives of the TIF Plan;
4. Land use for the properties to be included in the TIF Plan;
5. Description of projects and activities proposed within the properties to be included in the TIF Plan, both public and private;

6. Implementation strategy;
7. Estimated costs of the projects and activities proposed;
8. Estimated TIF budget;
9. Current and projected equalized assessed value for the properties to be included in the TIF Plan;
10. Assessment of the impact of the proposed TIF Plan on applicable taxing districts;
11. Boundary Map;
12. General Land Use Plan for the Area;
13. Eligibility Table showing the applicable factors present in the Area; and,
14. Other items necessary to complete the TIF Plan pursuant to the Revised Statutes of the State of Illinois.

D. Presentation of the TIF Plan

The Consultant will present the TIF Plan to the ED&A Committee for its review and comment. The Consultant will integrate the Committee's comments, if applicable, into the final TIF document.

E. TIF Process Notifications and Assistance

The Consultant will provide guidance to the City on matters of notification and distribution in accordance with the TIF Act. This includes providing the City with draft documents of the interested parties registry, notification to taxing districts and property owners, newspaper publications and draft ordinances.

Assistance will come in the following:

1. Interested parties registry;
2. Distribution of the TIF Plan;
3. Sending notices to affected taxing districts and affected property owners;
4. Publication of notice in a paper of local circulation;
5. Drafting of ordinances to approve the TIF Plan, TIF Process, and TIF Area; and,
6. Any additional services outside of those related to the establishment of the TIF Redevelopment Project Area at the request of the City, at a separate hourly rate.

F. Meetings

The Consultant will conduct the following meetings:

1. Joint Review Board - Moran Economic Development will attend and conduct the meeting of the Joint Review Board.
2. Public Hearing - Moran Economic Development will attend and conduct the Public Hearing.
3. Other Meeting - Moran Economic Development will attend or be made available for other meetings as necessary and as directed by the City.

INFORMATION PROVIDED BY CITY

For any of the above options outlined there will be some information required to be provided from the City. This information includes:

1. Preparation of Legal Description of proposed Redevelopment Area boundary. The Consultant will work with City engineers and staff to facilitate this process.
2. The Consultant will provide the names and addresses of affected property owners within a tax increment financing project area as well as those residential addresses that lie within 750 feet of the project area boundary. The Consultant will also provide taxing district information. The City will make the required notifications, mailings, and distributions to those parties. The Consultant will provide guidance and suggested forms for use by the City. These notifications are to take place under an agreed upon schedule for execution of the TIF Plan.
3. Any amendments to the Comprehensive Plan if necessary. In the event that some of the above Options were to be determined by the City to not be in accordance with the existing Comprehensive Plan, the City would be responsible for making the requisite amendments to the Plan.

TIMING

The Consultant, with cooperation from the City, will coordinate an exact schedule for purposes of completing the requested work based on the schedule of Council Meetings and availability of City staff. The anticipated timeframe for completion would be approximately six months from the start.

FEE FOR SERVICE

The total proposed fee for the above outlined Feasibility Study and TIF Plan will not exceed \$28,900, plus actual reimbursable expenses, at the following schedule:

Upon signing of Agreement for Technical Services	\$2,900
Upon presentation of the Eligibility Study to the City Council	\$11,000
Upon presentation of the TIF Plan to the City Council.....	\$12,000
Upon the completion of the Public Hearing.....	\$3,000
Total fee for establishing the Tax Increment Financing District.....	\$28,900

Reimbursable expenses shall not exceed \$2,000, and consist of actual costs incurred by the Consultant for printing, travel, photographic work, production, delivery charges, long distance telephone charges and any other similar expenses required to provide the above Scope of Services. Such expenses shall be billed to the City at their direct and actual cost to the Consultant. Paid receipts will be tendered to the City by the Consultant with each expense payment request.

TERMINATION OF AGREEMENT

If for whatever reason the City determines that the work should be terminated, the City will inform Consultant in writing that it wishes to terminate this agreement. The date of termination shall occur upon receipt of the written notice of termination by Consultant pursuant to Section 8 of this agreement.

The City will pay Consultant an amount representing the work performed to the date of termination, plus any expenses Consultant incurred to that date.

1. Confidentiality; FOIA Requests. "Confidential Information" means any information which Consultant has designated as confidential in writing or ought to be considered confidential (however it is conveyed or on whatever media it is stored) including information that relates to a party's trade secrets, commercial information, proprietary information, and, private personal information, In the event the City, or an authorized representative thereof, receives a FOIA request for documents containing Confidential Information, City shall notify Consultant of the request. Upon receipt of such notice by email or facsimile, Consultant shall notify City within two business days whether, and if so why, it believes the requested documents are exempt from disclosure under the applicable FOIA law, or if any portion of the requested documents is exempt from disclosure (and therefore should be redacted) under the Illinois Freedom of Information Act or other applicable rules, laws or regulations.
2. Not Legal Advice. City understands that any information or deliverables Consultant provides to City in connection with this agreement or the services provided hereunder is not, and should not be relied upon as, legal advice.
3. Delay. Consultant shall not be responsible for failure to perform or for delays in the performance of services which arise out of causes beyond the control and/or without the fault or negligence of Consultant.
4. Relationship. Consultant will act under this agreement as an independent contractor, and nothing contained herein will constitute either party as the employer, employee, or representative of the other party, or both parties as joint ventures or partners for any purpose.
5. Enforceability. The invalidity or unenforceability of any provision of this agreement does not affect the validity or enforceability of any other provisions of this agreement, which will remain in full force and effect.
6. Amendments. This agreement may not be amended or modified except in writing signed by the parties hereto.

7. Governing Law. The laws of the state of Illinois, without regard to conflicts of law principles thereof, govern all matters arising under this agreement.

8. Notices. All notices pursuant to this agreement must be in writing and delivered by hand, sent via telecopy or overnight delivery or by certified or registered mail to each party's address provided in this agreement.

9. Entire Understanding. This agreement sets forth the entire agreement and understanding between Consultant and City with respect to the subject matter hereof.

10. Execution. The signature of either party hereto that is transmitted to the other party or other party's authorized representative electronically (e.g. facsimile, e-mail, etc.) will be deemed for all purposes to be an original signature. This agreement may be executed in any number of counterparts with the same effect as if all parties hereto had signed the same document.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed this ____ day of _____, 2023.

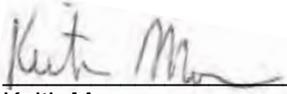
ATTEST:

City of Belleville

Mayor

ATTEST:

Moran Economic Development



Keith Moran
President

**BELLEVUE PLAZA TIF DISTRICT
SCHEDULE OF EVENTS
BELLEVILLE, ILLINOIS**

DATE	EVENT
May 3, 2023	<p>ED&A COMMITTEE MEETING (5:00 PM)</p> <ul style="list-style-type: none"> • Agreement for Professional Services Approved. • MED to finalize Bellevue Plaza TIF Area, begin Eligibility Study and Redevelopment Plan.
June 7, 2023	<p>ED&A COMMITTEE MEETING (5:00 PM)</p> <ul style="list-style-type: none"> • Motion for City Council to Adopt: <ul style="list-style-type: none"> ▪ A RESOLUTION PROVIDING FOR A FEASIBILITY STUDY ON THE DESIGNATION OF AREAS AS REDEVELOPMENT PROJECT AREAS ▪ AN ORDINANCE OF THE CITY OF BELLEVILLE, ILLINOIS AUTHORIZING THE ESTABLISHMENT OF TAX INCREMENT FINANCING “INTERESTED PARTIES” REGISTRIES AND ADOPTING REGISTRATION RULES FOR THESE REGISTRIES • Presentation of Bellevue Plaza TIF Feasibility/Plan Study by MED. • Motion to accept the TIF Redevelopment Plan and approve sending the TIF Redevelopment Plan to all affected taxing districts and placing on file.
June 19, 2023	<p>CITY COUNCIL MEETING (7:00 PM)</p> <ul style="list-style-type: none"> • Adoption of: <ul style="list-style-type: none"> ▪ A RESOLUTION PROVIDING FOR A FEASIBILITY STUDY ON THE DESIGNATION OF AREAS AS REDEVELOPMENT PROJECT AREAS ▪ AN ORDINANCE OF THE CITY OF BELLEVILLE, ILLINOIS AUTHORIZING THE ESTABLISHMENT OF TAX INCREMENT FINANCING “INTERESTED PARTIES” REGISTRIES AND ADOPTING REGISTRATION RULES FOR THESE REGISTRIES
June 20, 2023	<p>CITY ADMINISTRATION</p> <ul style="list-style-type: none"> • Place Bellevue Plaza TIF District Feasibility Study on file (10 days).
June 20, 2023	<p>CITY ADMINISTRATION</p> <ul style="list-style-type: none"> • Send Feasibility Resolution/ Early Warning Letter to Taxing Districts. • Publish Notice for Interested Parties Registry (newspaper).
July 5, 2023	<p>ED&A COMMITTEE MEETING (5:00 PM)</p> <ul style="list-style-type: none"> • Motion for City Council to Adopt: <ul style="list-style-type: none"> ▪ AN ORDINANCE TO SET DATE FOR A PUBLIC HEARING FOR THE BELLEVUE PLAZA TAX INCREMENT FINANCING REDEVELOPMENT PLAN AND PROJECT (September 6, 2023, at 4:30 PM)
July 17, 2023	<p>CITY COUNCIL MEETING (7:00 PM)</p> <ul style="list-style-type: none"> • Adoption of: <ul style="list-style-type: none"> ▪ AN ORDINANCE TO SET DATE FOR A PUBLIC HEARING FOR THE BELLEVUE PLAZA TAX INCREMENT FINANCING REDEVELOPMENT PLAN AND PROJECT (September 6, 2023, at 4:30 PM)

DATE	EVENT
July 18, 2023	<p>CITY ADMINISTRATION</p> <ul style="list-style-type: none"> • CERTIFIED MAILING: <ul style="list-style-type: none"> ▪ TIF Plan and Feasibility Study sent to all affected taxing districts and DCEO. ▪ Notice to affected taxing districts and DCEO of the Public Hearing date, and to invite comments. ▪ Notice to all affected Taxing Districts of the Joint Review Board (JRB) meeting to be held August 9, 2023 (11:00 AM, City Hall)
July 20, 2023	<p>CITY ADMINISTRATION</p> <ul style="list-style-type: none"> • Mailing of notice to all residences within 750 feet of the proposed Area (MED will provide addresses/labels).
August 9, 2023	<p>JOINT REVIEW BOARD MEETING (11:00 AM)</p> <ul style="list-style-type: none"> • MED will conduct and review the TIF Plan and eligibility of the proposed Area. • JRB will review sample Ordinances approving the proposed TIF Plan.
August 7, 2023	<p>CITY ADMINISTRATION</p> <ul style="list-style-type: none"> • Publish first Notice of Public Hearing (not more than 30 days before the Public Hearing).
August 14, 2023	<p>CITY ADMINISTRATION</p> <ul style="list-style-type: none"> • Publish second Notice of Public Hearing (not less than 10 days before the Public Hearing).
August 14, 2023	<p>CITY ADMINISTRATION</p> <ul style="list-style-type: none"> • CERTIFIED MAILING: <ul style="list-style-type: none"> ▪ Notice to property owners in the proposed TIF Area, and to those in the Interested Parties Registry (not less than 10 days before the Public Hearing).
September 3, 2023	<p>JOINT REVIEW BOARD</p> <ul style="list-style-type: none"> • Report of the Joint Review Board due (to be provided within 30 days of the JRB meeting, if applicable).
September 6, 2023	<p>PUBLIC HEARING (4:30 PM)</p>
October 4, 2023	<p>ED&A COMMITTEE MEETING (5:00 PM)</p> <ul style="list-style-type: none"> • Motion for City Council to Adopt: <ul style="list-style-type: none"> ▪ ORDINANCE APPROVING THE BELLEVUE PLAZA TAX INCREMENT FINANCING REDEVELOPMENT PLAN AND REDEVELOPMENT PROJECT ▪ ORDINANCE DESIGNATING THE BELLEVUE PLAZA TAX INCREMENT FINANCING REDEVELOPMENT PROJECT AREA ▪ ORDINANCE ADOPTING TAX INCREMENT FINANCING

DATE

EVENT

October 16, 2023

CITY COUNCIL MEETING (7:00 PM)

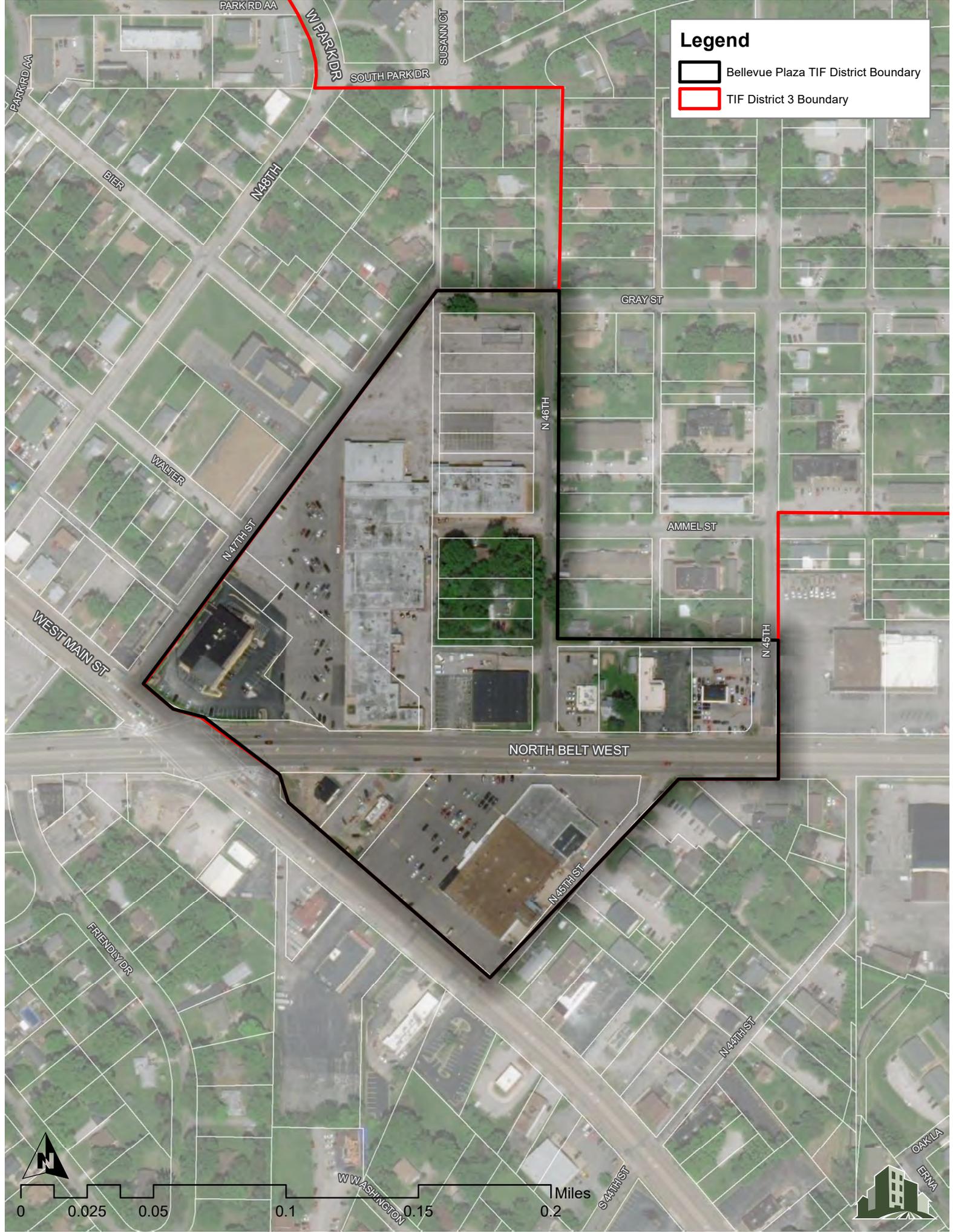
- Adoption of:
 - ORDINANCE APPROVING THE BELLEVUE PLAZA TAX INCREMENT FINANCING REDEVELOPMENT PLAN AND REDEVELOPMENT PROJECT
 - ORDINANCE DESIGNATING THE BELLEVUE PLAZA TAX INCREMENT FINANCING REDEVELOPMENT PROJECT AREA
 - ORDINANCE ADOPTING TAX INCREMENT FINANCING

October 17, 2023

CITY ADMINISTRATION

- CERTIFIED MAILING:
 - Certified copies of the Adoption Ordinances to the St. Clair County Clerk.
- Complete and return TIF Registration form for the Bellevue Plaza TIF District to the Illinois State Comptroller.

DRAFT



Legend

-  Bellevue Plaza TIF District Boundary
-  TIF District 3 Boundary



Clifford Cross

From: Kurtz, Jim F. (St. Louis) <JimF.Kurtz@jacobs.com>
Sent: Wednesday, April 5, 2023 9:08 AM
To: Clifford Cross
Subject: FW: Planning Commission Meeting Packet: April 5, 2023, 7:00 PM
Attachments: Planning Commission Packet 04.05.23.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

In regards to the lawn equipment storage....what type of chemicals and/or fuel and fueled vehicles are stored here and accommodations for the same. Floor drains, adequate exhaust, etc. Has the BFD looked at this?

The FS project....will they have any elevations of the canopies? Signage? I know it is more of a courtesy review for layout but it would be nice to see what it is going to look like. Unmanned fueling I think has a requirement for fire suppression.

James F. Kurtz, NCARB, AIA | Jacobs | Principal | Federal Programs | 314-409-5675 mobile | jim.f.kurtz@jacobs.com | www.jacobs.com

From: Penny Moore <pmoore@belleville.net>
Sent: Tuesday, April 4, 2023 3:57 PM
To: Kurtz, Jim F. (St. Louis) <JimF.Kurtz@jacobs.com>; Jim Kurtz [REDACTED]; Larry McLean (larrym@sccha.org) <larrym@sccha.org>; Don Rigney [REDACTED]; [REDACTED]; Sara Rice <srice@susanwilsonlaw.com>; Sara Rice <srice@wilsondablerlaw.com>; Neil "Skip" McEwen [REDACTED]; Tim Gregowicz <TGregowicz@lochgroup.com>
Cc: Clifford Cross <ccross@belleville.net>; edpz <edpz@belleville.net>; Patty Gregory <PGregory@belleville.net>; Erin Clifford <eclifford@belleville.net>; Randy Smith <rsmith@belleville.net>; Sal Elkott <selkott@belleville.net>; Scott Tyler <styler@belleville.net>; Steve Thouvenot <sthouvenot@belleville.net>
Subject: [EXTERNAL] Planning Commission Meeting Packet: April 5, 2023, 7:00 PM

Good afternoon,

Please see the attached Planning Commission Meeting Packet for the Wednesday, April 5, 2023, 7:00 PM meeting. This meeting will be held in the second floor conference room of City Hall.

COMMISSION MEMBERS: Please let me know (if you haven't already done so) if you plan on attending, as I need to confirm that we have a quorum.

Let me know if you have any questions.

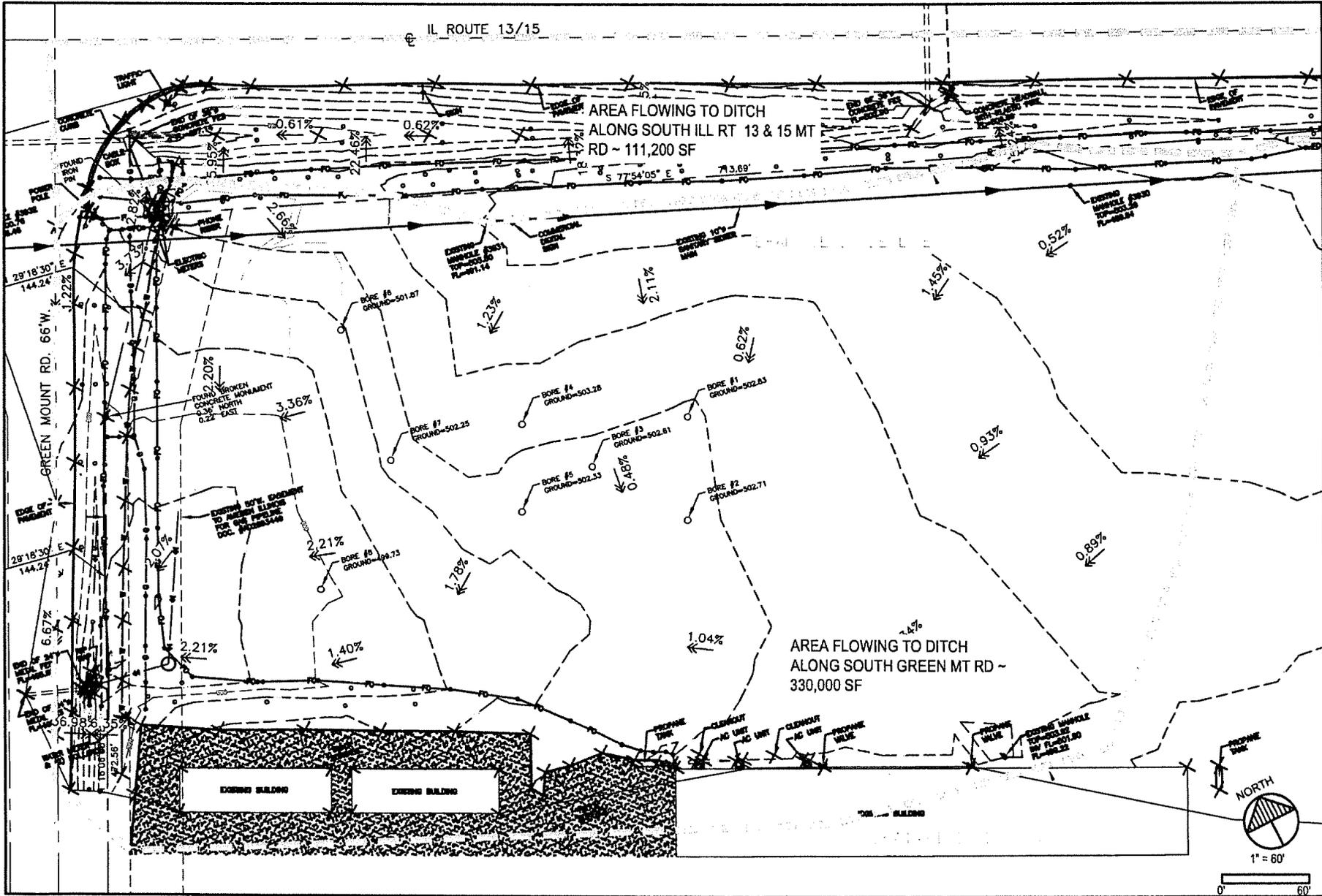
Warmest regards,

Penny

Penny Moore
City of Belleville
Economic Development, Planning & Zoning



700 West Fall Street, Belleville, MO 63801



EXISTING
DRAINAGE



DATE:	04/04/23
CLIENT:	GROWMARK
DRAWN:	AMB
DESIGNED:	
APPROVED:	

PROJECT:	BELLEVILLE, IL EXPANSION
DRAWING NO.:	EXHIBIT #1
PROJECT #:	230182

SAINT CLAIRE SERVICE COMPANY



TRAFFIC IMPACT STUDY

in

BELLEVILLE, IL

April 28, 2023

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Traffic Operations	Page 13

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Figure 1 - Location Map

Introduction

St Claire Service Company proposed to add consumer fuel to their bulk fuel facility in Belleville, IL. The site is located in the southeast quadrant of the IL 13/15 and S Greenmount Rd (Co 89) intersection. The existing bulk fuel facility brings and disburses 75,000 gallons of fuel per week. This is done with trucks that carry 7,500 gallons in and 4,000 gallons out, or via approximately 4 trucks per day, and is completed by the operators of these vehicles. The proposed additional use on the site will include 7 fuel positions that disperse both diesel and gas fuels. A new access is proposed, locate nearly 400 feet to the south of IL 13/15 on S Greenmount Rd, which will segregate the bulk fuel vehicles from the consumer traffic. It is expected the operation of this facility will begin later this year. **Figure 1** shown previously is the Vicinity Map, illustrating the project area, and **Figure 2** on the subsequent page illustrates the site plan.

This study focuses on the traffic operation at the intersection of IL 13/15 and S Greenmount Rd and at the proposed site access.

Existing Conditions

The existing conditions of the roadways and intersection providing direct and indirect access to the Proposed project were documented and are noted in Table 1 (the descriptions reflect conditions adjacent to the site).

Table 1 Roadway Description

Roadway	Functional Class	Typical Section	Posted Speed	AADT (Year)
IL 13/15	Minor Arterial	4-Lane Divided	55 mph	12,200 (ILDOT)
S Greenmount Rd	Minor Arterial	2-Lane Undivided	45 mph	13,100 N of IL 13/15 1300 S of IL 13/15

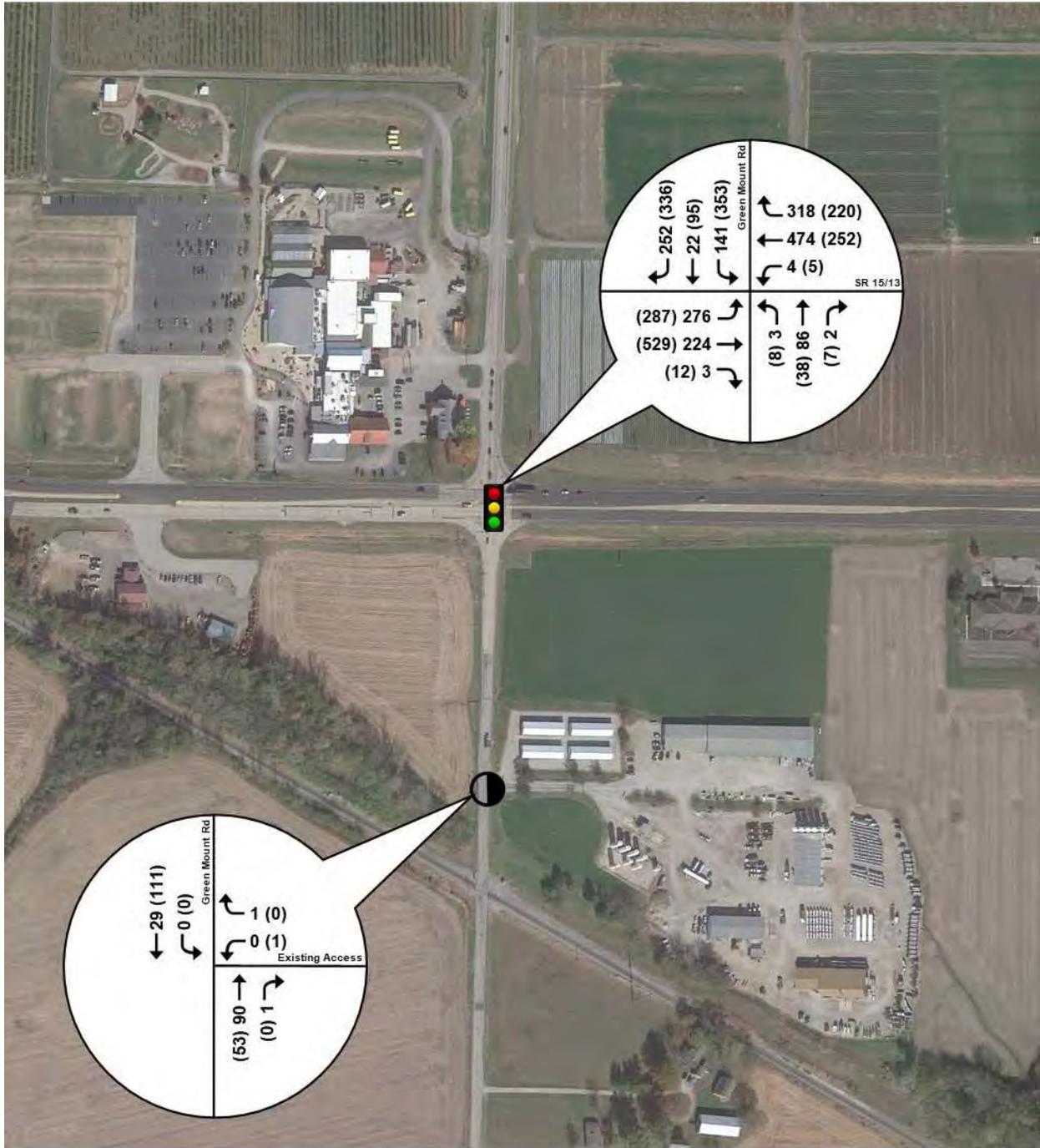
The intersection of IL 13/15 and S Greenmount Rd is signalized and has the following geometric layout:

- Eastbound includes a designated left turn lane and two through lanes, the right most as a share through and right. The right turn also include a protected island.
- Westbound includes a designated left turn lane and two through lanes, the right most as a share through and right. The right turn also include a protective island.
- Northbound approach includes a shared left through and right turn lane, and includes a protective island for the right turns.
- Southbound approach includes a shared left and through lane, and a designated right turn lane, and includes a protective island for right turns.

AM and PM peak hour turning movement counts were conducted at the study area intersection on Thursday March 30, 2023. The following notes the peak hour timeframes:

- AM: 7:15 AM to 8:15 AM
- PM: 4:00 PM to 5:00 PM

Figure 3 illustrates the existing peak hour traffic volumes.



LEGEND

- Traffic Movement
- XX (XX) Peak Hr Traffic Volumes: AM (PM)
- Signal Control
- Side-Street Stop-Control

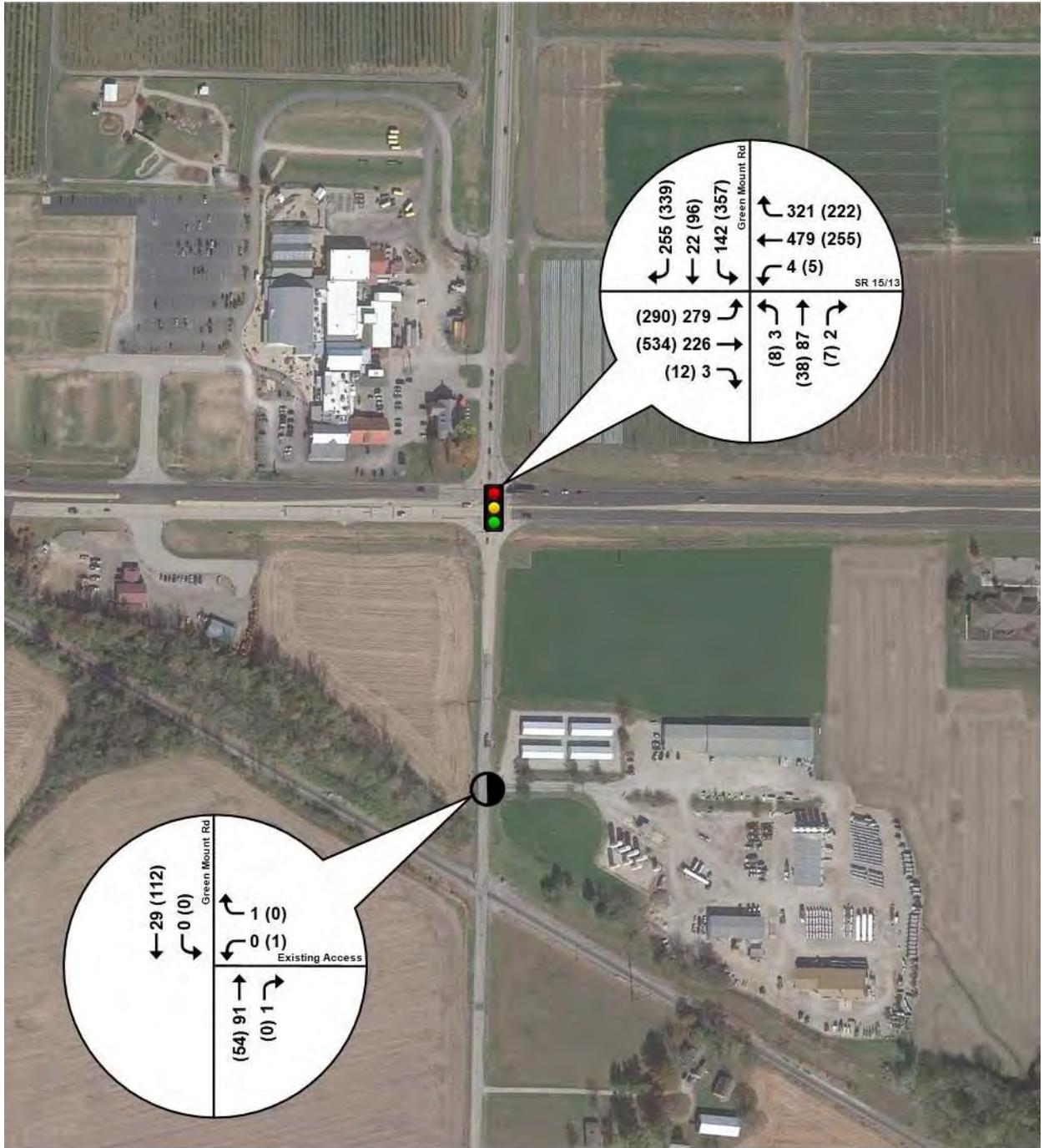
Figure 3 - Existing Traffic Volumes

CRASH DATA

Future Conditions

To quantify the impacts of a development on the surrounding roadway system, it is necessary to first forecast and analyze traffic conditions that would be present on the roadway system without the inclusion of the proposed project. For this study, it is anticipated that the Proposed Project will be completed in 2023, thus year 2024, when traffic volumes have stabilized with the development was selected for analysis. Review of the ILDOT Historical data indicates traffic has declined at this intersection over the last decade. The long range comprehensive plan for Belleville suggests traffic may grow at an annual rate of 1 percent through the next twenty years. To provide a conservative analysis this study adopted the 1 percent annual growth rate to estimate 2024 conditions **Figure 4** illustrates the No-Build traffic volumes for year 2024.

The No-Build 2024 traffic operations were analyzed to establish a baseline condition. The results are summarized later in this document to allow the reader to compare operations of No-Build versus Build on the page.



LEGEND

- Traffic Movement
- Peak Hr Traffic Volumes: AM (PM)
- Signal Control
- Side-Street Stop-Control

Figure 4 - 2024 No-Build Traffic Volumes

Project Trip Generation and Distribution

The 2024 Build traffic conditions include the No-Build traffic plus the addition of traffic generated by the proposed use. The trip generation estimates reflect the land use discussed for the Proposed Project including a gas station with 7 fueling positions. The volume of vehicle trips generated by the Proposed Project has been estimated for the weekday AM and PM peak hours and on a daily basis using the data methodology described in the Institute of Transportation Engineers' *Trip Generation Manual*¹, 11th Edition. ITE's Land Use Code corresponding to Gas Station is 944. Table 2 summarizes the trip generation estimate for the Proposed Project.

Table 2 - Trip Generation

Land Use	Type	Block No.	Land Use Code	Size	Trips Generated:				Weekday ADT
					AM peak		PM Peak		
					Enter	Exit	Enter	Exit	
Gas/Service Station	Retail	1	944	7 fuel pos.	R 36	36	R 49	49	R 1,204
Totals - Gross					36	36	49	49	1,204
					72		97		
Pass-By Trips					23	23	28	28	0
					45		56		
Totals - Net*					13	13	21	21	1,204
					27		42		

Further, the ITE Trip Generation Handbook, 3rd Edition, outlines a procedure to account for pass-by trips within a proposed development which is reflected in Table 2. Pass-by trips are those trips already using the adjacent roadway and enter the site as an intermediate stop on their way to another destination. ITE suggests pass-by trips account for 63 percent of the AM Peak site generated traffic, and 57 percent of the PM peak site traffic.

The new trips have been assigned to the surrounding roadways according to the existing traffic patterns.

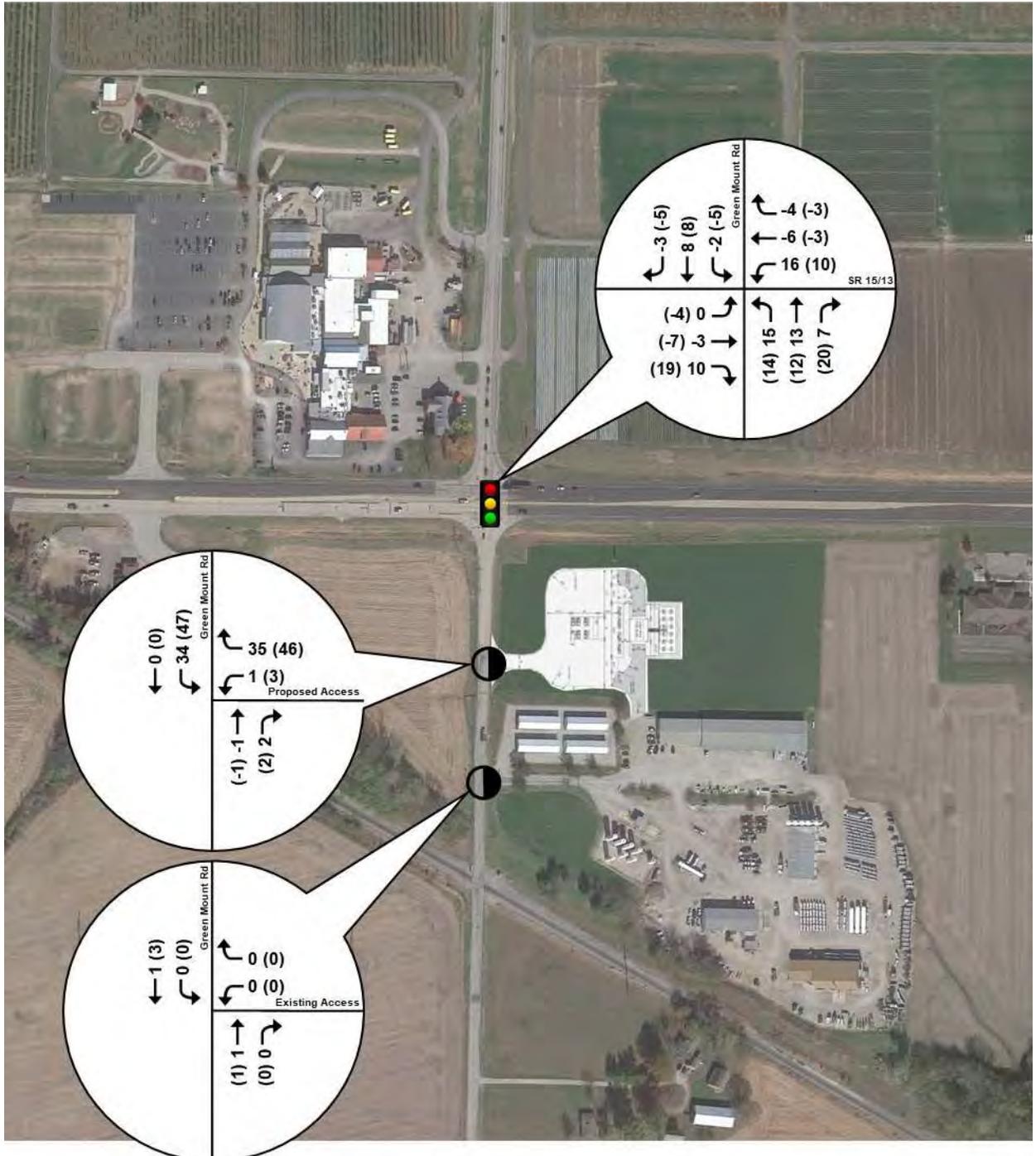
Figure 5 illustrates the trip assignment. **Figures 6** illustrates the 2024 Build conditions, reflecting the combination of 2024 No-Build traffic with the trip assignment volumes.

Traffic Operations

The operating conditions of transportation facilities, such as roadways, traffic signals, roundabouts and stop-controlled intersections, are evaluated based on the relationship of the theoretical capacity of a facility to the actual traffic volume on that facility. Various factors affect capacity including travel speed, roadway geometry, grade, number of travel lanes, and intersection control. The current standards for evaluating capacity and operating conditions are contained in *Highway Capacity Manual*². The procedures describe operating conditions in terms of driver delay represented as a Level of Service (LOS). Operations are given letter designations with "A" representing the best operating conditions and "F" representing the worst. Generally, level of service "D" represents the threshold for acceptable overall intersection operating conditions during a peak hour. The Chart on the following page summarizes the level of service and delay criteria for signalized and unsignalized intersections.

¹ *Trip Generation Manual*, Institute of Transportation Engineers (ITE), 11th Edition

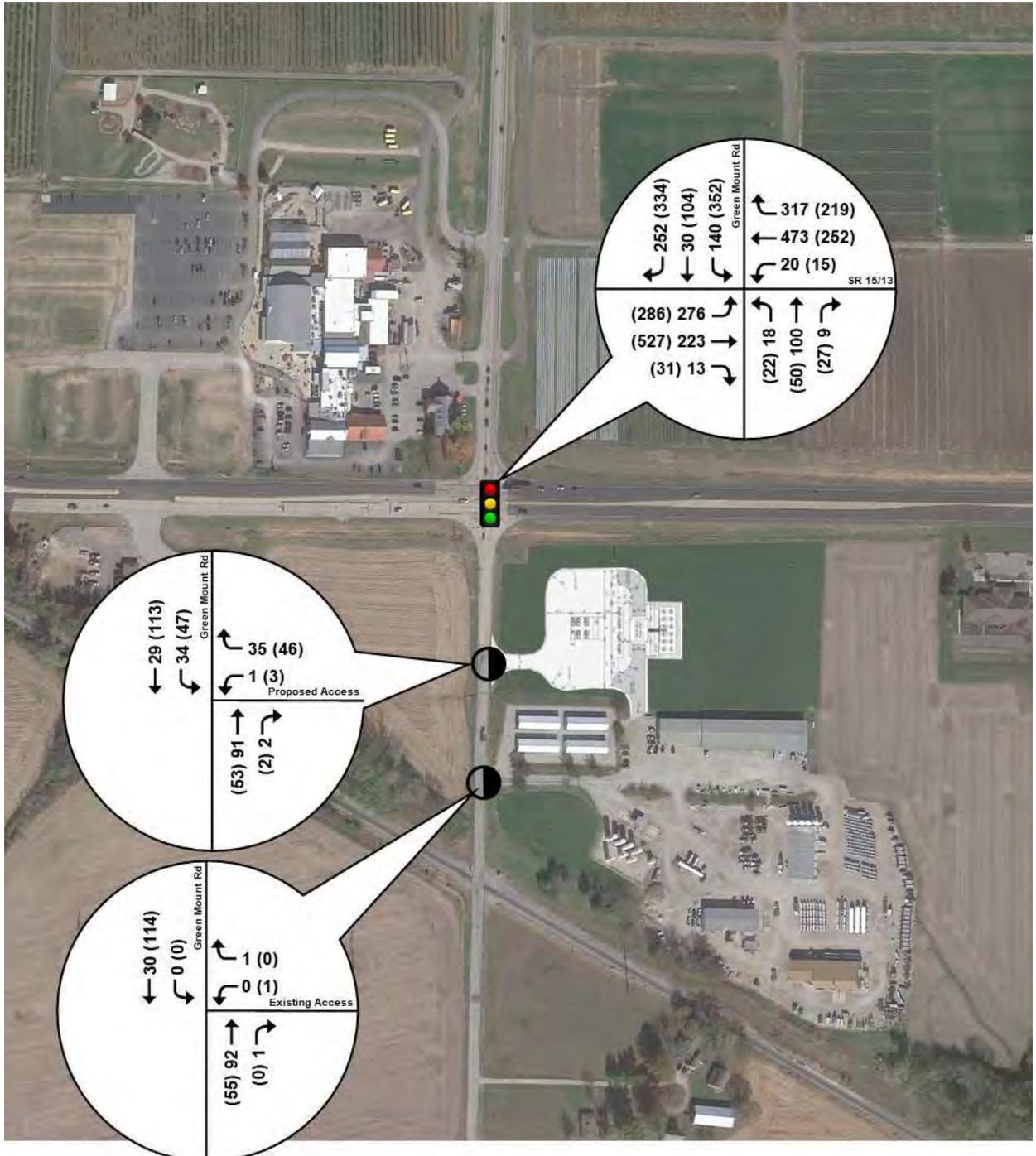
² *Highway Capacity Manual (HCM)*, Transportation Research Board, 6th Edition



LEGEND

- Traffic Movement
- XX (XX) Peak Hr Site Volumes: AM (PM)
- Signal Control
- Side-Street Stop-Control

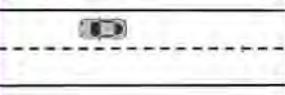
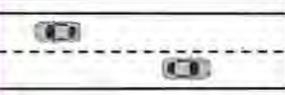
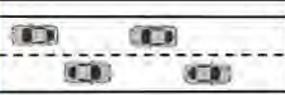
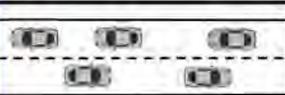
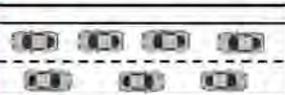
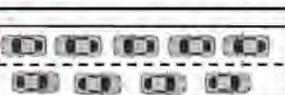
Figure 5 - Trip Distribution



LEGEND

- Traffic Movement
- XX (XX) Peak Hr Traffic Volumes: AM (PM)
- Signal Control
- Side-Street Stop-Control

Figure 6 - 2024 Build Traffic Volumes

Level of Service	Description	Delay (sec)	
		Signalized	Unsignalized/ Roundabout
A	 Primarily free-flow operation.	0-10	0-10
B	 Reasonably unimpeded operation.	>10-20	>10-15
C	 Stable operation. The ability to maneuver is more restricted than LOS B.	>20-35	>15-25
D	 Less stable operation. Small increases in flow may cause large increases in delay and reduced speeds.	>35-55	>25-35
E	 Unstable operation. Low speeds and considerable delay.	>55-80	>35-50
F	 Congested operation. High delay and extensive queuing.	>80	>50

For side street stop-controlled intersections special emphasis is given to providing an estimate for the level of service of the minor approaches. Traffic operations at an unsignalized intersection with side street stop-control can be described two ways. First, consideration is given to the overall intersection level of service. This takes into account the total number of vehicles entering the intersection and the capability of the intersection to support these volumes. Second, it is important to consider the delay on the minor approaches, since the mainline does not have to stop. It is common for intersections with higher mainline traffic volumes to experience increased levels of delay and poor level of service on the side streets.

This study has utilized the industry current Synchro/SimTraffic software package (11th Edition) to analyze the 2024 No-Build and Build conditions for the AM and PM peak hours. The Synchro (HCM 6th Edition) results are summarized in Table 3 below.

Table 3 – Traffic Operations

Intersection	Measure of Effectiveness (Delay in Sec and Queue in Ft)					
	Criteria	2025 No-Build		2025 Build		
		AM Pk Hr	PM Pk Hr	AM Pk Hr	PM Pk Hr	
IL 13/15 & S Greenmount Rd	<i>Overall LOS & Delay</i>	D 35.5	C 33.7	D 36.7	D 36.6	
	<i>Worst Mvmt. LOS & Delay</i>	D 51.8 (EBL)	D 52.8 (EBL)	D 53.3 (EBL)	D 54.5 (EBL)	
	<i>95th Percentile Queue</i>	WBT - 335'	SBL - 386'	WBT - 335'	SBL - 378'	
Proposed Access & S Greenmount Rd (Side Stop Control)	<i>Overall LOS & Delay</i>			A 3.0	A 3.1	
	<i>Worst Mvmt. LOS & Delay</i>	N/A	N/A	A 9.0 (WB)	A 8.9 (WB)	
	<i>95th Percentile Queue</i>			WB - 3.0'	WB - 4.0'	
Existing Access & S Greenmount Rd (Side Stop Control)	<i>Overall LOS & Delay</i>	A 0.1	A 0.1	A 0.1	A 0.1	
	<i>Worst Mvmt. LOS & Delay</i>	A 8.8 (WB)	A 9.5 (WB)	A 8.8 (WB)	A 9.5 (WB)	
	<i>95th Percentile Queue</i>	WB - 0'	WB - 0'	WB - 0'	WB - 0'	

The results summarized in Table 3 indicate acceptable overall traffic operations at all study intersections with acceptable operations for the worst movements with manageable vehicle queues.

Access Review

The proposed access has sufficient stopping sight and intersection sight distance per the criteria listed in the AASHTO Greenbook. Left and right turn lane warrants were reviewed for the S Greenmount Rd approaches to the proposed site access. There is not sufficient through volume approaching or opposing the left turn traffic to justify installation of a left turn lane. Similarly, the magnitude of approach traffic is not great enough to warrant a dedicated right turn lane at the site driveway.

Conclusion

The results of the traffic study indicate there is sufficient existing capacity on the surrounding streets to accommodate the anticipated traffic from the proposed development. Review of the site access indicates the site distance is sufficient for the proposed use and turns are not warranted for the site access from S Greenmount Rd.

Penny Moore

From: Falconer, Austin <AFalconer@growmark.com>
Sent: Tuesday, May 2, 2023 4:03 PM
To: Penny Moore
Cc: Clifford Cross; Crawley, Brett (ST CLAIR FS); Andrew R. LaPalme
Subject: RE: Planning Commission Meeting Agenda: April 5, 2023, 7:00 PM
Attachments: Drawing A-001, Rev.3_Markup.pdf; Drawing B-001, Rev.2_Markup.pdf; IMG_8030.JPG; IMG_8033.JPG; IMG_2634.JPG; IMG_3908.JPG; IMG_3909.JPG; IMG_3910.JPG; Belleville Bulk Fuel Drawing.pdf; Belleville tank drawing.pdf

Hi Penny,

I have included the key heights of structures and equipment for the project below:

- The 24,000 gal bulk fuel tanks are approximately 30'-0" tall. The vent on top will extend approximately another 1'-0" into the air. The attachment titled, "Belleville Tank Drawing" depicts the proposed 24,000 gal fuel tanks.
- The concrete dike wall surrounding the bulk fuel tanks will be approximately 2'-0" and 2'-6" tall.
- The sidewalls of the covered bulk fuel loading and unloading structure will have a sidewall height of approximately 16'-6" above grade. The height at the peak of the structure will be approximately 21'-6" above grade. Please refer to preliminary sketches for the building in the attachment titled, "Belleville Bulk Fuel Drawing"
- The retail fuel tanks are below grade.
- The retail fuel canopy will be the same as a typical gas station. Semi-trailers are 13'-6". We are proposing a 15'-0" clearance height and the canopy will be approximately 3'-0" tall. Therefore, the overall height of the canopy would extend to approximately 18'-0" above grade.

I have added these rough elevations to our Drawings A-001 and B-001 to indicate the aforementioned elevations. Additionally, I have included photos of a similar bulk fuel plant and retail fuel plant to help visualize what the facility will look like. I have also provided photos of a similar retail fuel canopy. Unfortunately, we do not have 3D modeling software to create a rendering of the facility. If you have any questions or need any additional information, please let us know. Thank you.

Austin Falconer, P.E. | Director, NewTech Engineering | NewTech Engineering & Environmental, LLC, a subsidiary of [GROWMARK, Inc.](#) | Office: 309-557-6341 | Mobile: 815-298-7258 | afalconer@growmark.com

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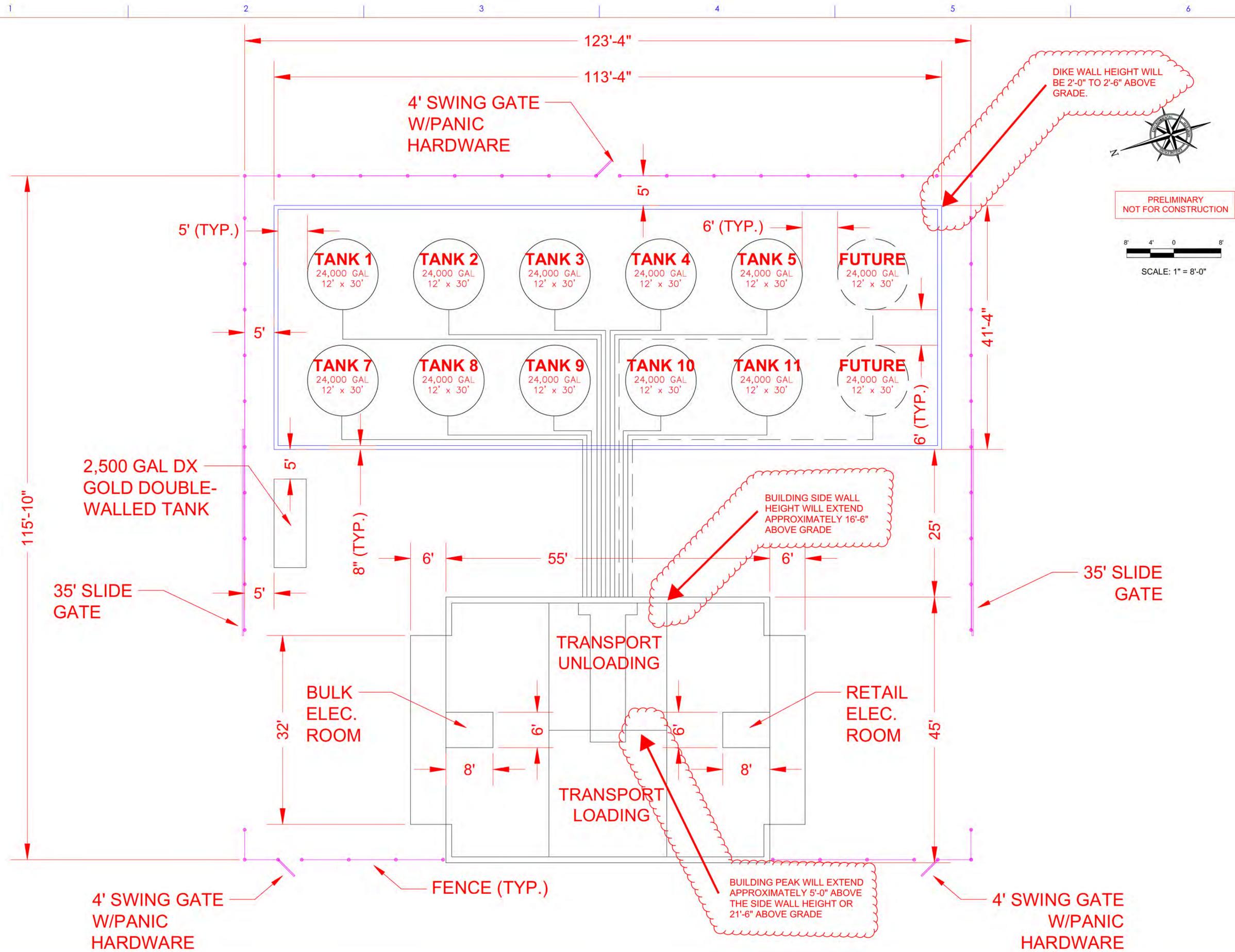
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MINES
MINES - ENERGY
SOUTH OF BRUNNEN, SOUTH & WEST
IN CASE OF EMERGENCY
THE J. P. ...
DICKSON ... 227-133-1445
FRANK ... 227-177-0224
CARR ... 227-667-4722





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No.	Revision Description	Date	By
1	REORIENT ON SITE	7/13/22	AMF
2	NUMBER OF PROPOSED TANKS	7/15/22	AMF
3	ADD FENCE, ELEC. RM., TANK SP.	1/5/23	AMF

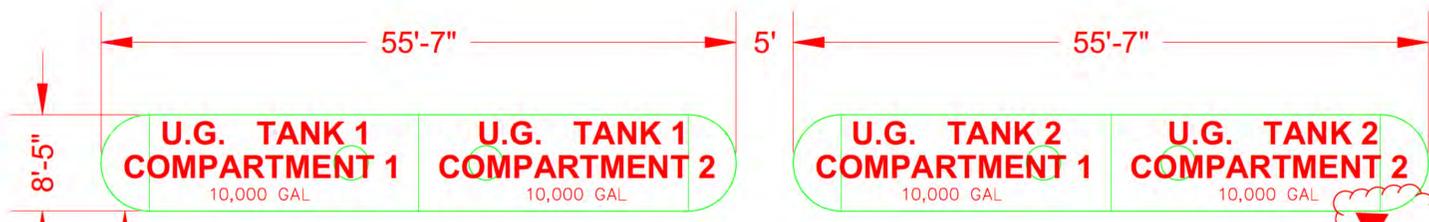
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Engineering & Environmental
A Subsidiary of GROWMARK, Inc.
P.O. Box 2500 • Bloomington, IL 61702
IL Prof. Des. Firm Lic. #184-004160 • Exp. 04/30/23

Dwn By:	AMF	Rev No:	3
Proj No:	22-069	Scale:	1" = 8'-0"
Chk By:		Date:	1/5/2023

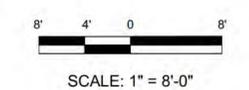
Project: **ST. CLAIR SERVICE CO. REPLACEMENT BULK FUEL PLANT BELLEVILLE, IL**

Dwg File: Belleville-SITE12.dwg

Sheet Title: BULK FUEL LAYOUT

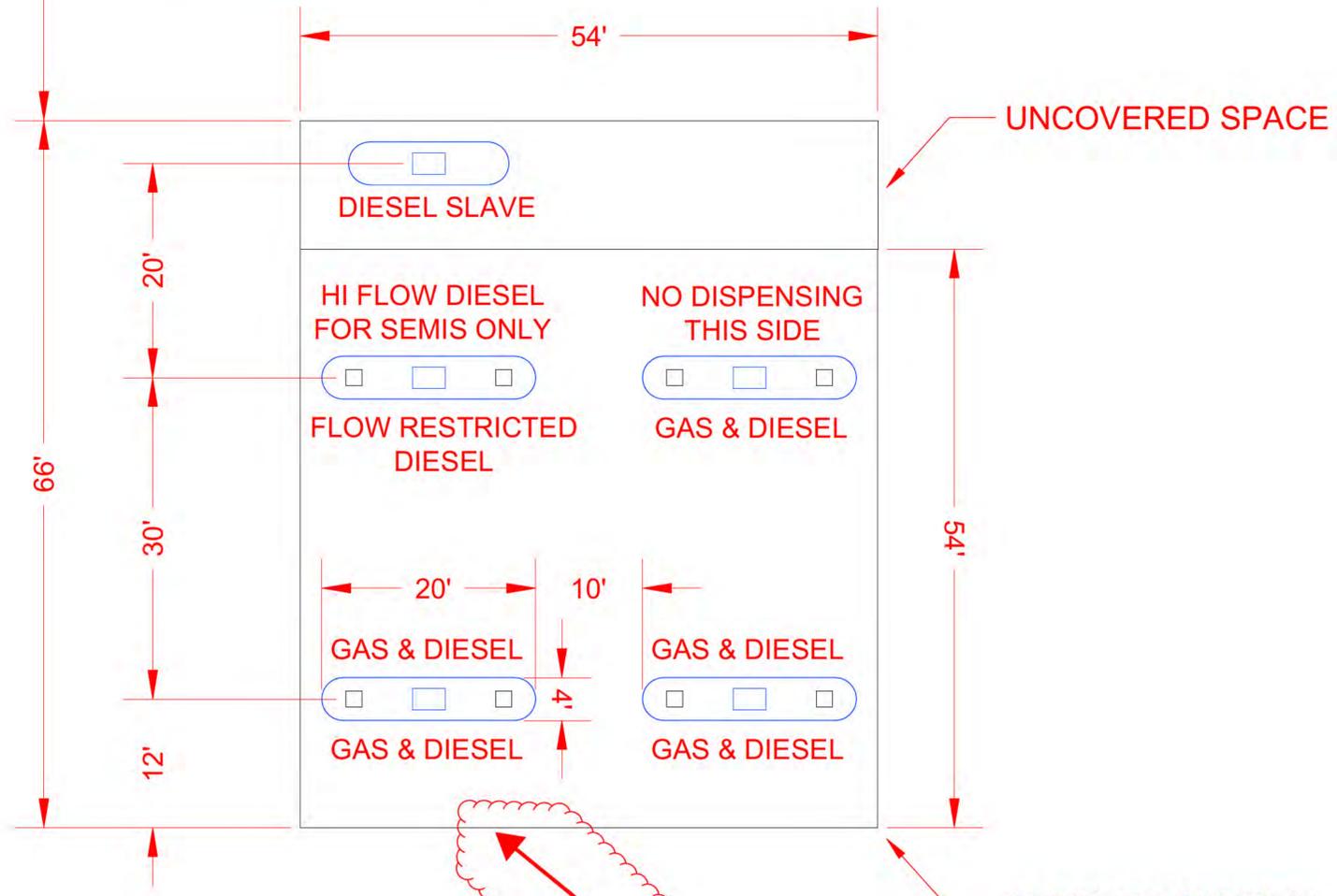


PRELIMINARY
NOT FOR CONSTRUCTION



DOUBLE-WALLED TANKS WILL BE INSTALLED BELOW GRADE

ALTERNATIVE OPTIONS FOR FLOW RESTRICTED DIESEL DISPENSER:
 1.) CHECK WITH VENDOR TO SEE WHEN THEY WILL BE COMING OUT WITH A HIGH SPEED DISPENSER ON ONE SIDE WITH TWO PRODUCT FLOW RESTRICTED DISPENSING CAPABILITIES ON OTHER SIDE. WITH LONG LEAD TIMES FOR U.G. STORAGE TANKS, THE NEW DISPENSER MAY BE OFFERED IN TIME.
 2.) PURCHASE SEPARATE SINGLE SIDED, SINGLE PRODUCT DISPENSER TO INSTALL NEXT TO DIESEL DISPENSER SO GASOLINE MAY BE OFFERED AT DISPENSING LOCATION.



COVERED CANOPY
 FUEL CANOPY WILL START AT AN APPROXIMATE ELEVATION OF 15'-0" ABOVE GRADE AND END AT AN ELEVATION OF 18'-0" ABOVE GRADE

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Revision No.	Description	Date	By
1	PRODUCTS AT DISPENSERS	7/15/22	AMF
2	DISP. CAPABILITIES & SPACING	1/5/23	AMF

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 P.O. Box 2500 • Bloomington, IL 61702
 IL Prof. Des. Firm Lic. #184-004160 • Exp. 04/30/23

Dwn By: AMF	Proj No: 22-069	Rev No: 2
Chk By:	Scale: 1" = 8'-0"	
Date: 1/5/2023		

Project: **ST. CLAIR SERVICE CO. REPLACEMENT BULK FUEL PLANT BELLEVILLE, IL**
 Sheet Title: **FAST STOP LAYOUT**
 Dwg File: Belleville-SITE12.dwg

Sheet Reference No. **B-001**
 Sht. 1 of 1

PLEASE NOTE: *** A COMPLETED SIGNED JOB INFO SHEET AND CONTRACT ARE REQUIRED FOR ORDER PROCESSING & SCHEDULING***

Please Select One Option:

- Schedule for Production Review plans before Scheduling (Approval Hold) Hold for Permits

BUYER Information

JOBSITE Information

Name Lucky Tritsch
 Company R.L. HOENER COMPANY
 Mailing Address 2923 Gardener Expy
 Physical / Shipping Address PO Box 1086
 City, ST., Zip Quinch, IL 62305
 E-Mail Address r lhoener@adams.net
 UPS Delivery Residential Commercial
 DAY PHONE 217-223-2190
 Directions to Jobsite : _____

Name St. Clair Service Co
 Company _____
 Physical Shipping Address 1036 St Greenmount
Bellefonte, FL
 City, ST., Zip Belleville, FL 62202
 E-Mail Address _____
 ADDRESS TYPE: Residential Commercial
 DAY PHONE () _____

Ship-To Address Designation : Buyer Jobsite Other

Drawing Plans	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Building	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Anchor Bolts	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Insulation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Doors / Windows	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

SHIPS WITH BUILDING.

Roof Color _____ Eave Trim Color _____ Base Trim Color _____ N/A
 Wall Color _____ Gable Trim Color _____ Wainscot Color _____
 Gutter Color _____ Corner Trim Color _____ Soffit Color (If Overhang) _____ N/A
 Downspout Color _____ Jamb Trim Color _____ Accent Panel Color _____

Frame Color: (All built-up and hot rolled parts) Red Gray Hot Dipped Galvanized (Extra Cost)

Purlin and Girt Color: Std Red Gray (Extra Cost) Galvanized (Extra Cost)

CERTIFIED DRAWINGS YES NO

COUNTY / STATE _____

BUILDING USE _____ USE CATEGORY: Agricultural Commercial

Foundation Information *Place a check mark in the appropriate box*

- CONCRETE SLAB CURB FOUNDATION PIER (Base Girt Req'd) CONCRETE NOTCH
 STEMWALL, Height _____ Thickness _____ ** Stemwall is above finished floor elevation

List Window Options (include bay locations or drawing)

List Door Options (include door swings and bay locations or drawing)

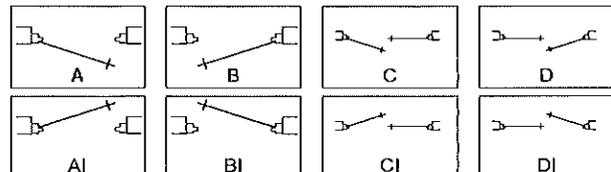
Additional Notes

List Building Erector

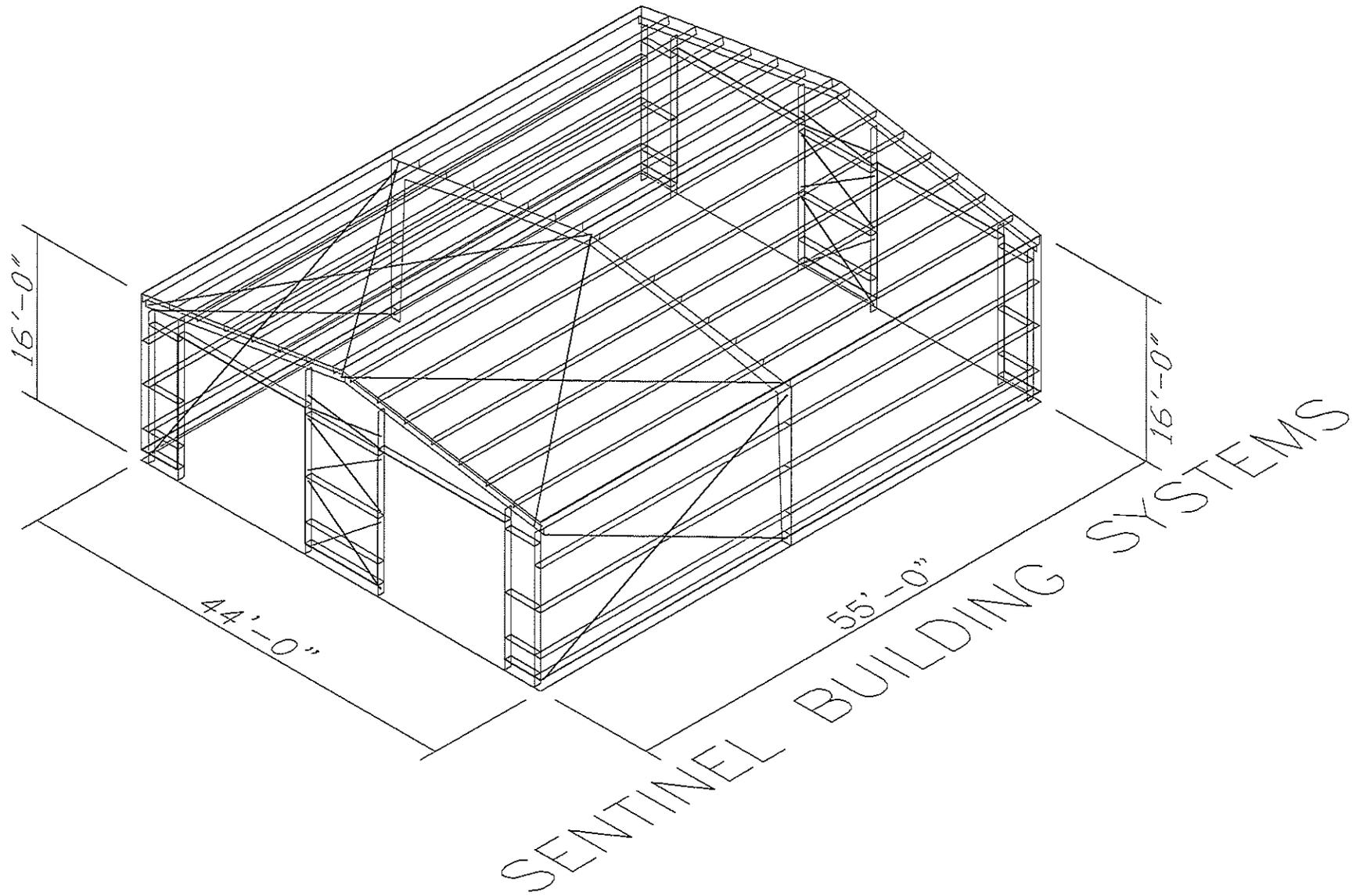
JOB NAME _____

X
 BUYER SIGNATURE / DATE _____

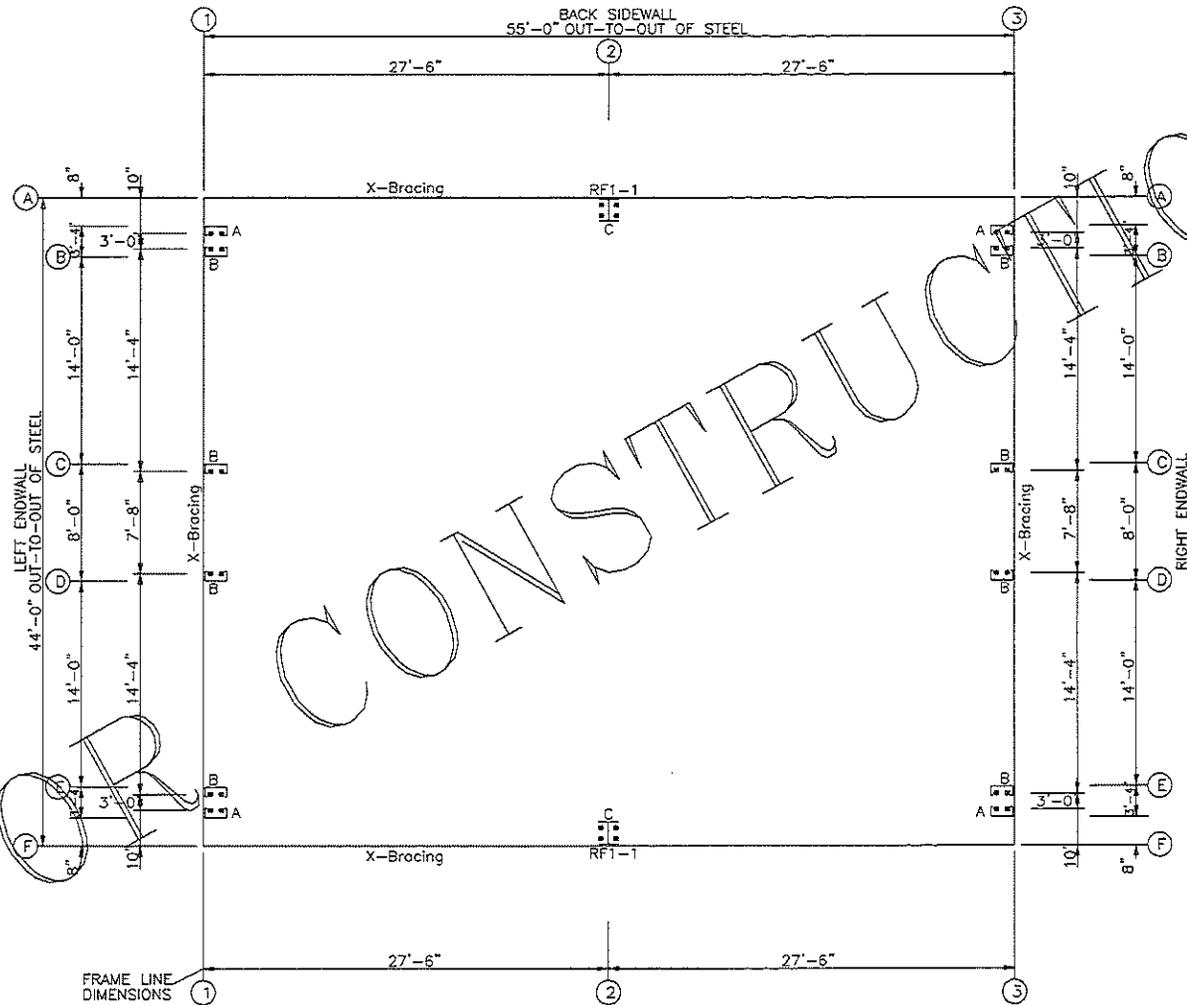
DOOR SWING: SPECIFY USING LETTERS SHOWN BELOW



OUTSIDE OF BUILDING



Ø Dia= 3/4"



ANCHOR BOLT PLAN
 NOTE: All Base Plates @ 100'-0" (U.N.)

NOT FOR CONSTRUCTION

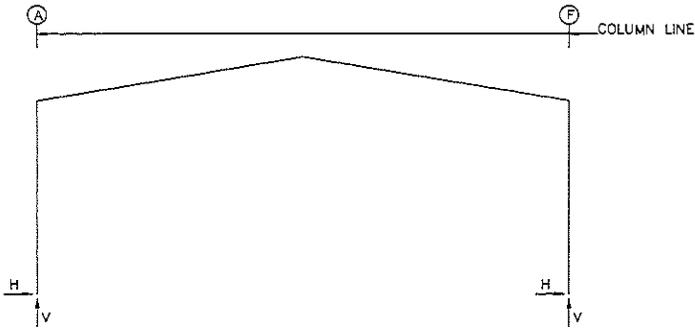
ENGINEER'S SEAL

AGI-SENTINEL
 237 SOUTH 4TH STREET P.O. BOX 346 ALBION, NEBRASKA USA 68620
 800.327.0790 SENTINELBUILDINGS.COM AGGROWTH.COM

PROJECT: HAYES, IL ARDA PROJECT	JOB NUMBER: PAGE No. 28230201
DESIGNER:	ENGINEER:
DATE: 4/11/23	

Neither the engineer named on the seal, nor AGI-Sentinel is acting as the Engineer of Record. The responsibility of the engineer named and AGI-Sentinel is limited to the structural performance of the components designed by AGI-Sentinel.

FRAME LINES: 2



RIGID FRAME: MAXIMUM REACTIONS, ANCHOR BOLTS, & BASE PLATES

Frm Line	Col Line	Column_Reactions(k)						Bolt Qty	Dia	Base_Plate(in)			Grout (in)
		Load Id	Hmax H	V Vmax	Load Id	Hmin H	V Vmin			Width	Length	Thick	
2	A	1	8.2	18.6	2	-5.8	-8.7	4	0.750	8.000	12.38	0.500	0.0
			4	-1.1	-11.1								
2	F	3	5.8	-8.7	1	-8.2	18.6	4	0.750	8.000	12.38	0.500	0.0
			1	-8.2	18.6	5	1.1						

NOTES FOR REACTIONS

- All loading conditions are examined and only maximum/minimum H or V and the corresponding H or V are reported.
- Positive reactions are as shown in the sketch. Foundation loads are in opposite directions.
- Bracing reactions are in the plane of the brace with the H pointing away from the braced bay. The vertical reaction is downward.
- Building reactions are based on the following building data:
 - Width (ft) = 44.0
 - Length (ft) = 55.0
 - Eave Height (ft) = 16.0 / 16.0
 - Roof Slope (rise/12) = 2.0 / 2.0
 - Dead Load (psf) = 2.5
 - Collateral Load (psf) = 1.0
 - Roof Live Load (psf) = 20.0
 - Frame Live Load (psf) = 12.0
 - Snow Load (psf) = 16.8
 - Wind Speed (mph) = 90.0
 - Wind Code = IBC 09
 - Exposure = C
 - Closed/Open = C
 - Importance Wind = 1.00
 - Importance Seismic = 1.00
 - Seismic Design Category = D
 - Seismic Coeff (Fa/Ss) = 0.84

5. Loading conditions are:

- 1 Dead+Collateral+WIN_SNOW
- 2 0.6Dead+Wind_Left1
- 3 0.6Dead+Wind_Right1
- 4 0.6Dead+Wind_Long1L+LWIND1_L2E
- 5 0.6Dead+Wind_Long1R+LWIND1_R2E
- 6 Dead+Collateral+Wind_Right2+Wind_Suction
- 7 0.6Dead+Wind_Right2+Wind_Pressure
- 8 0.6Dead+Wind_Left1+Wind_Suction
- 9 Dead+Collateral+0.75Live+0.75Wind_Right2+0.75Wind_Pressure
- 10 0.6Dead+Wind_Left1+Wind_Pressure
- 11 Dead+Collateral+E1PAT_LL_1
- 12 0.6Dead+Wind_Long1L+LWIND1_L
- 13 Dead+Collateral+0.75Wind_Right2+0.75Wind_Suction+0.75E1UNB_SL_L
- 14 0.6Dead+Wind_Right1+Wind_Suction
- 15 0.6Dead+Wind_Right1+Wind_Pressure
- 16 Dead+Collateral+0.75Wind_Left2+0.75Wind_Suction+0.75E1UNB_SL_R
- 17 Dead+Collateral+E1PAT_LL_4
- 18 0.6Dead+Wind_Long1R+LWIND1_R
- 19 Dead+Collateral+Wind_Left2+Wind_Suction
- 20 0.6Dead+Wind_Left2+Wind_Pressure
- 21 Dead+Collateral+0.75Live+0.75Wind_Left2+0.75Wind_Pressure
- 22 Dead+Collateral+E2PAT_LL_6
- 23 Dead+Collateral+E2PAT_LL_1
- 24 Dead+Collateral+0.75Wind_Right2+0.75Wind_Suction+0.75E2UNB_SL_L
- 25 Dead+Collateral+0.75Wind_Left2+0.75Wind_Suction+0.75E2UNB_SL_R
- 26 Dead+Collateral+E2PAT_LL_4

ENDWALL COLUMN: MAXIMUM REACTIONS, ANCHOR BOLTS, & BASE PLATES

Frm Line	Col Line	Column_Reactions(k)						Bolt Qty	Dia	Base_Plate(in)			Grout (in)
		Load Id	Hmax H	V Vmax	Load Id	Hmin H	V Vmin			Width	Length	Thick	
1	A	6	0.3	1.2	7	-2.7	-1.2	2	0.750	4.000	8.000	0.375	0.0
			8	0.3	2.0	9	-2.0						
1	B	8	1.0	-2.7	10	-0.9	-2.7	2	0.750	4.000	8.000	0.375	0.0
			11	0.0	4.6	12	0.0						
1	C	8	1.4	-8.2	10	-1.3	-8.2	2	0.750	4.000	8.000	0.375	0.0
			13	1.1	7.6	8	1.4						
1	D	14	1.4	-8.2	15	-1.3	-8.2	2	0.750	4.000	8.000	0.375	0.0
			16	1.1	7.6	14	1.4						
1	E	14	1.0	-2.7	15	-0.9	-2.7	2	0.750	4.000	8.000	0.375	0.0
			17	0.0	4.6	18	0.0						
1	F	19	0.5	1.2	20	-2.7	-1.2	2	0.750	4.000	8.000	0.375	0.0
			14	0.5	2.0	21	-2.0						
3	F	6	0.3	0.0	7	-0.2	0.0	2	0.750	4.000	8.000	0.375	0.0
			8	0.3	0.7	22	0.0						
3	E	8	1.0	-2.7	10	-0.9	-2.7	2	0.750	4.000	8.000	0.375	0.0
			23	0.0	4.6	12	0.0						
3	D	8	1.4	-8.2	10	-1.3	-8.2	2	0.750	4.000	8.000	0.375	0.0
			24	1.1	7.6	8	1.4						
3	C	14	1.4	-8.2	15	-1.3	-8.2	2	0.750	4.000	8.000	0.375	0.0
			25	1.1	7.6	14	1.4						
3	B	14	1.0	-2.7	15	-0.9	-2.7	2	0.750	4.000	8.000	0.375	0.0
			26	0.0	4.6	18	0.0						
3	A	19	0.3	0.0	20	-0.2	0.0	2	0.750	4.000	8.000	0.375	0.0
			14	0.3	0.7	22	0.0						

GENERAL NOTES

- Foundation design and construction are not the responsibility of SENTINEL Buildings Systems.
- The building reaction data reports the loads which this building places on the foundation.
- Anchor bolts shall be accurately set to a tolerance of +/- 1/8" in both elevation and location.
- Column base plates are designed not to exceed a bearing pressure of 1020 pounds per square inch.
- All walk doors are to be field located with drilled in wedge anchors.
- Total anchor bolt length is embedment + projection.
- All anchor bolts to be ASTM F1554 Gr36 threaded round stock (rolled or cut thread) with plain finish, unless noted.
- When anchor rods are located close to the free edge of the concrete, the tensile and/or shear strength of the anchor rods cannot be fully developed. In these cases, steel reinforcement in the concrete must be sized and developed (not by Sentinel) for the required tensile or shear forces in the anchor rods.
- For buildings classified as closed/Open = C. Sentinel Building Systems does not investigate the influence of the design wind load on the metal building system with doors and windows left open. The end customer must assure that during times of high winds all overhead doors, sliding doors, large doors (such as bi-fold & hydraulic), walk doors and windows will be closed & latched.
- Metal buildings deflect laterally and vertically with environmental loads. Any attachments to the metal building by others must accommodate this movement or damage to the finish may result.

BUILDING BRACING REACTIONS

Wall Loc	Col Line	± Reactions(k)				Panel Shear (lb/ft)
		Wind Horz	Wind Vert	Seismic Horz	Seismic Vert	
L_EW	1	2.7	5.9	1.0	2.2	
F_SW	F	1.2	2.4	1.2	1.9	
R_EW	3	2.7	5.9	1.0	2.2	
B_SW	A	2.1	2.4	1.2	1.9	

ENGINEER'S SEAL

AGI-SENTINEL

237 SOUTH 4TH STREET P.O. BOX 348 ALEBOK, NEBRASKA USA 68620
800.357.0790 SENTINELBUILDINGS.COM AGGROWTH.COM

PROJECT: HAYES, L AREA PROJECT

JOB NUMBER: **2823020** PAGE No.

DESIGN: [] DATE: **4/11/23**

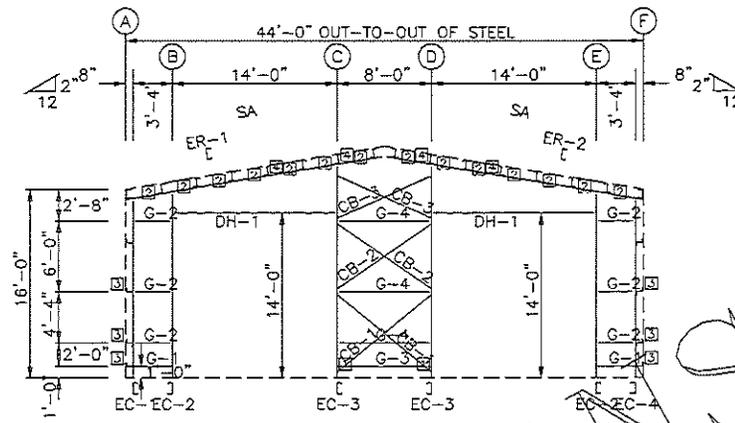
Neither the engineer named on the seal, nor AGI-Sentinel is acting as the Engineer of Record. The responsibility of the engineer named and AGI-Sentinel is limited to the structural performance of the components designed by AGI-Sentinel.

BOLT TABLE FRAME LINE 1				
LOCATION	QUAN	TYPE	DIA	LENGTH
ER-1/ER-2	4	A325	1/2"	1 1/2"
Columns/Raf	4	A325	1/2"	1 1/4"

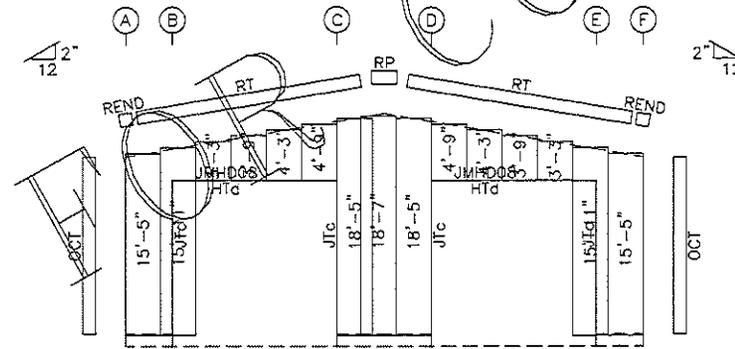
TRIM TABLE FRAME LINE 1				
QID	QUAN	PART	COLOR	LENGTH
0	1	SBRT10	TD	10'-3"
0	2	SBRT20	TD	20'-6"
0	2	REND	TD	6' 7/8"
0	1	PBOX	TD	2'-0"
0	4	SBJT20	TD	20'-6"
0	2	SBHD20	TD	20'-6"
0	1	JMHD08	TD	20'-6"
0	2	JMHD08	TD	20'-6"
0	2	SBOC20	TD	20'-6"

ANGLE TABLE FRAME LINE 1			
QID	QUAN	PART	LENGTH
0	3	PAN04206	20'-0"

CONNECTION PLATES FRAME LINE 1		
QID	QUAN	MARK/PART
1	2	f1
2	14	PR80
3	6	CGC8
4	4	PROO



ENDWALL FRAMING: FRAME LINE 1



ENDWALL SHEETING & TRIM: FRAME LINE 1

PANELS: 26 Ga. SR - To Be Determined

ENGINEER'S SEAL

AGI-SENTINEL
 237 SOUTH 4TH STREET P.O. BOX 348 ALBION, NEBRASKA USA 68020
 800.327.0790 SENTINELBUILDINGS.COM AGGROWTH.COM

PROJECT: HAYES, IL ARIA PROJECT	JOB NUMBER: PAGE No. 28230207
DESIGN:	DATE: 4/11/23
ENGR:	

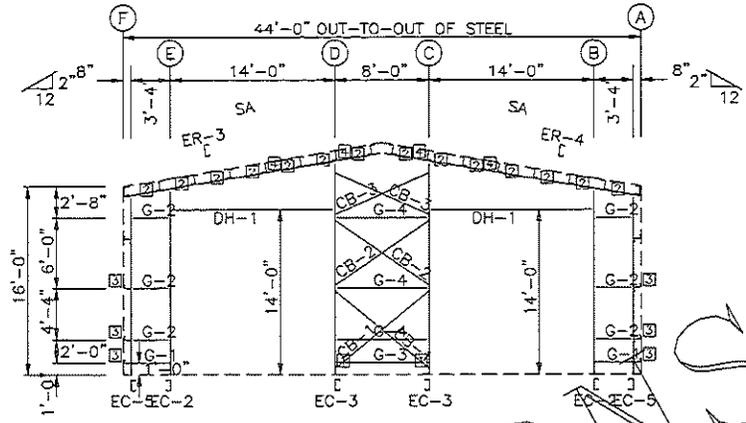
Whether the engineer named on the seal, for AGI-Sentinel is acting as the Engineer of Record, the responsibility of the engineer named and AGI-Sentinel is limited to the structural performance of the components assigned by AGI-Sentinel.

BOLT TABLE FRAME LINE 3				
LOCATION	QUAN	TYPE	DIA	LENGTH
ER-3/ER-4 Columns/Raf	4	A325 A325	1/2" 1/2"	1 1/2" 1 1/4"

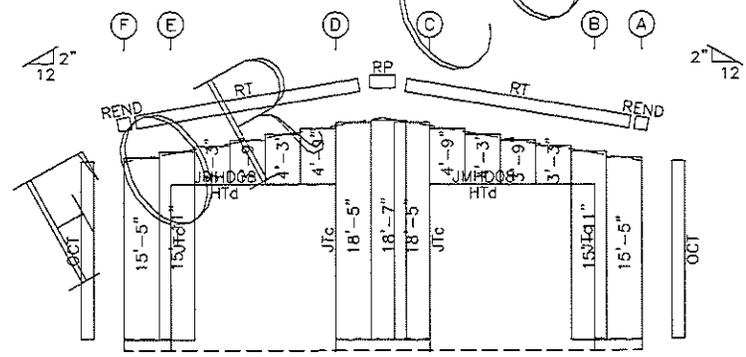
TRIM TABLE FRAME LINE 3				
ØID	QUAN	PART	COLOR	LENGTH
0	1	SBRT10	TD	10'-3"
0	2	SBRT20	TD	20'-6"
0	2	REND	TD	6' 7/8"
0	1	PBOXE	TD	2'-0"
0	4	SBJT20	TD	20'-6"
0	2	SBHD20	TD	20'-6"
0	2	JMHD08	TD	20'-6"
0	2	JMHD08	TD	20'-6"
0	2	SBOC20	TD	20'-6"

ANGLE TABLE FRAME LINE 3			
ØID	QUAN	PART	LENGTH
0	2	PAN04206	20'-0"

CONNECTION PLATES FRAME LINE 3		
ØID	QUAN	MARK/PART
1	2	f1
2	14	PR80
3	6	CGC8
4	4	PROO



ENDWALL FRAMING: FRAME LINE 3



ENDWALL SHEETING & TRIM: FRAME LINE 3

PANELS: 26 Ga. SR - To Be Determined

NOT

AGI-SENTINEL
 237 SOUTH 4TH STREET P.O. BOX 346 ALBION, NEBRASKA USA 68020
 800.327.0790 SENTINELBUILDINGS.COM AGGROWTH.COM

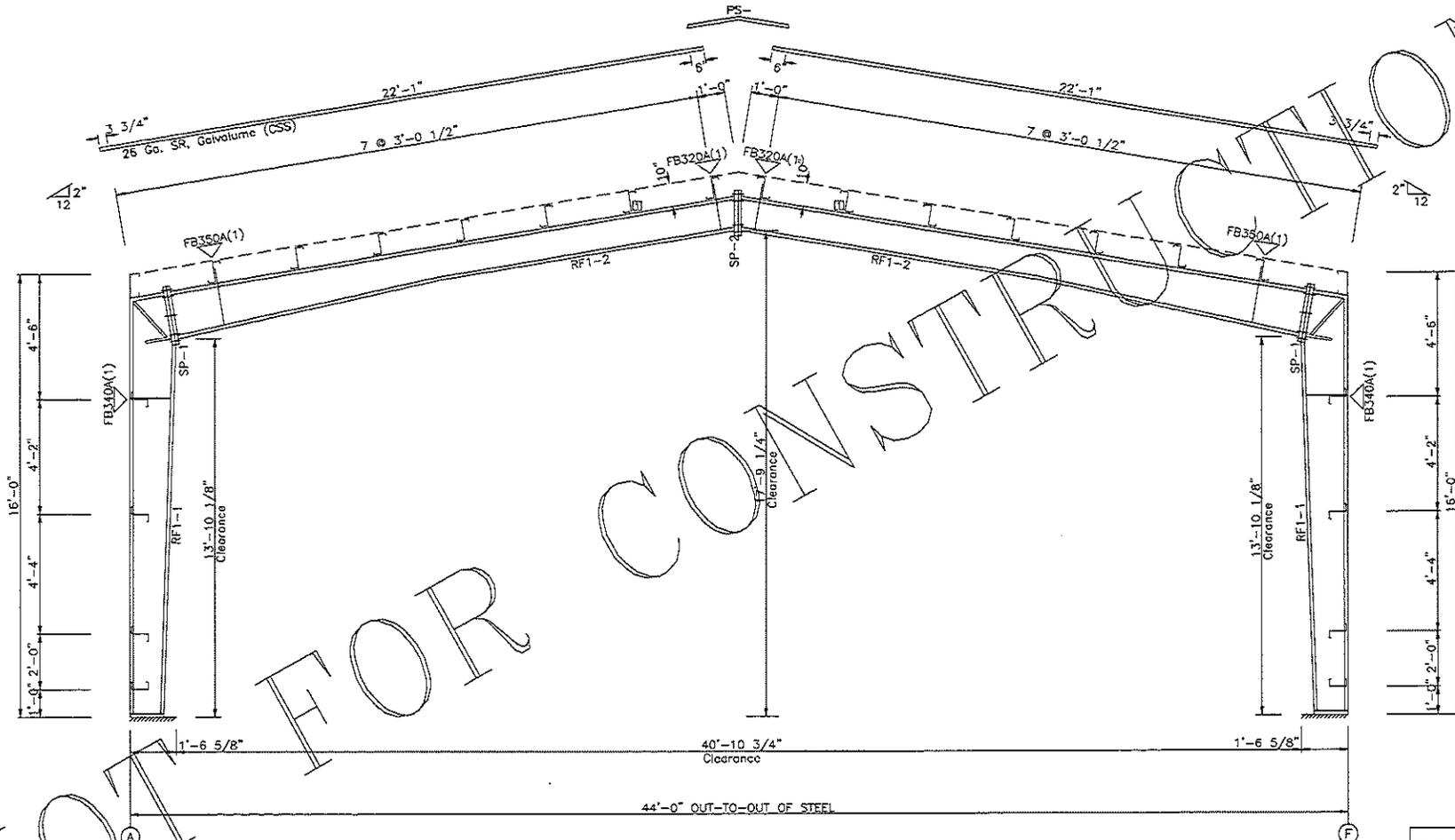
PROJECT: HAYES, E. AREA PROJECT	JOB NUMBER: 28230201	PAGE No.
	DESIGN:	
	ENGR:	DATE: 4/11/23

ENGINEER'S SEAL

Neither the engineer named on the seal, nor AGI-Sentinel is acting as the Contractor of Record. The responsibility of the engineer named on the seal and AGI-Sentinel is limited to the structural performance of the components designed by AGI-Sentinel.

▽ FLANGE BRACES: Both Sides(U.N.)
 FBxxA(1): xx=length(in)
 A - L2x1/8

CONNECTION PLATES	
ID	Mark/Part
1	ARC103



NOT FOR CONSTRUCTION

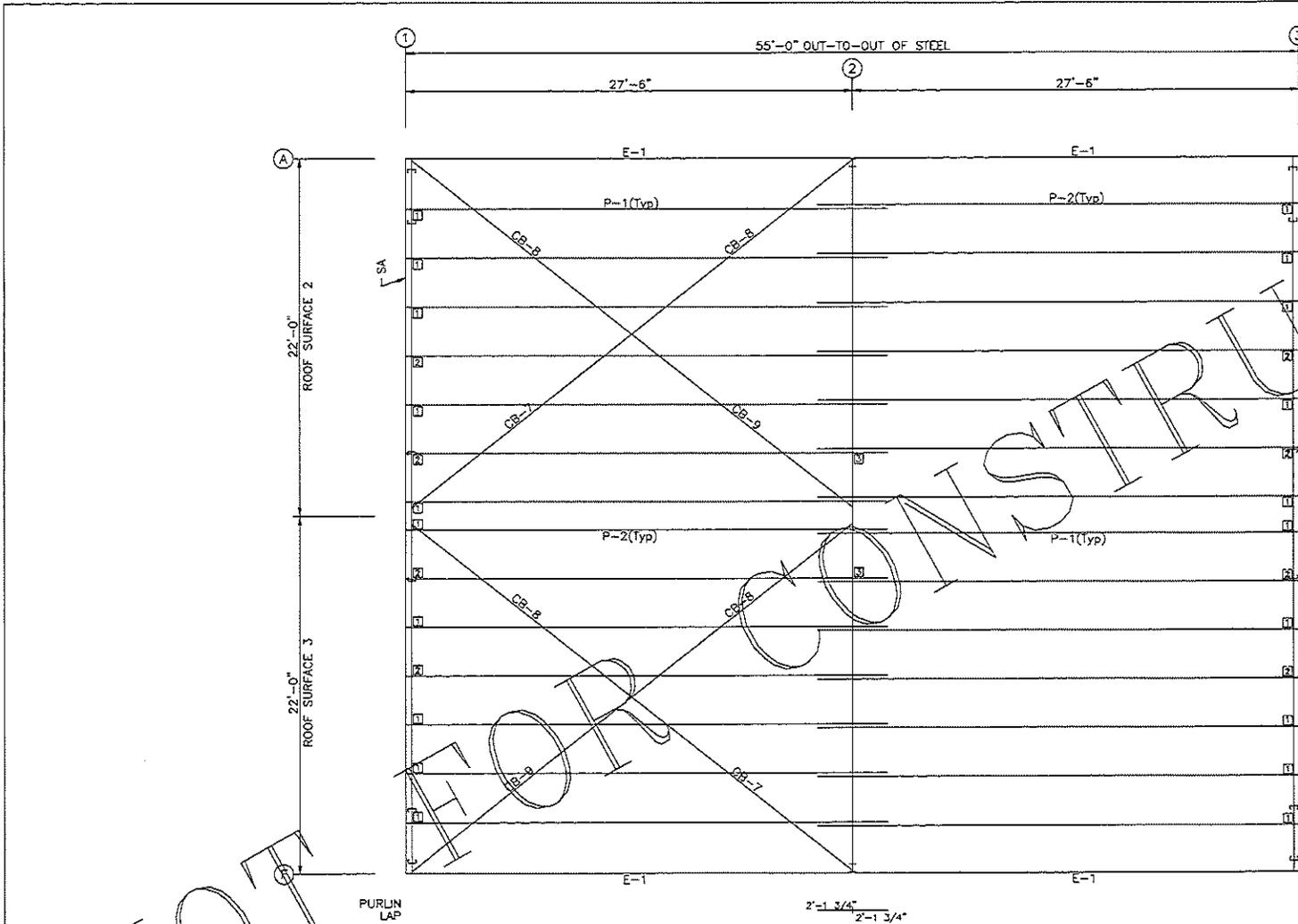
RIGID FRAME ELEVATION: FRAME LINE 2

AGI-SENTINEL
 237 SOUTH 4TH STREET P.O. BOX 348 ALBION, NEBRASKA USA 68620
 800.327.0790 SENTINELBUILDINGS.COM AGGROWTH.COM

PROJECT: HAYES, IL AREA PROJECT	JOB NUMBER: 28230201	PAGE No.
	DESIGN:	
	ENGR:	DATE: 4/11/23

Whether the engineer named on the seal, nor AGI-Sentinel is acting as the Engineer of Record. The responsibility of the engineer named and AGI-Sentinel is limited to the structural performance of the components designed by AGI-Sentinel.

ENGINEER'S SEAL



TRIM TABLE				
ROOF PLAN				
ID	QUAN	PART	COLOR	LENGTH
0	19	SBFRC	GL	3'-0"

ANGLE TABLE				
ROOF PLAN				
ID	QUAN	PART	COLOR	LENGTH
0	3	PAN04206		28'-0"
0	2	PAN04206		20'-0"

CONNECTION PLATES			
ROOF PLAN			
ID	QUAN	MARK/PART	
1	28	PR80	
2	8	PR00	
3	2	ARC103	



ROOF FRAMING PLAN

ROOF SHEETING
 PANELS: 26 Co. SR
 Galvalume (CSS)

ENGINEER'S SEAL

NOT

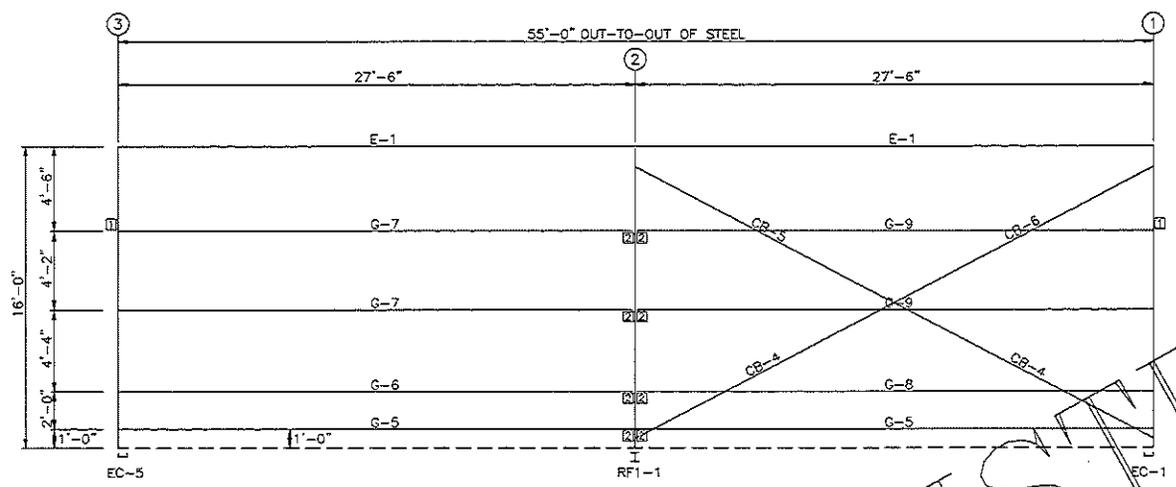
AGI-SENTINEL
 237 SOUTH 4TH STREET P.O. BOX 348 ALBION, NEBRASKA USA 68620
 800.327.0790 SENTINELBUILDINGS.COM AGGROWTH.COM

PROJECT: HAYES, IL ARCA PROJECT	JOB NUMBER: 28230201	PAGE No.
	DESIGN:	
	ENGR:	DATE: 4/11/23

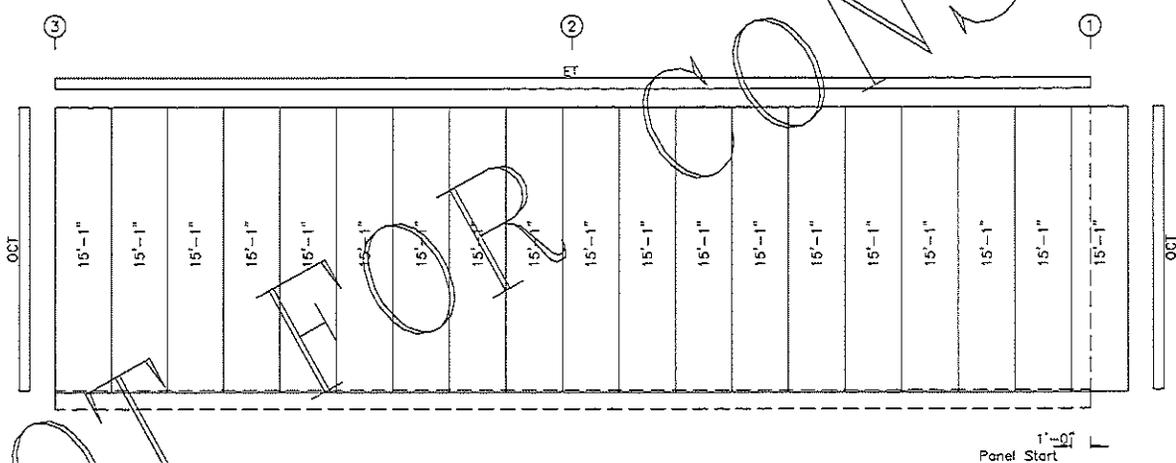
Neither the engineer named on the seal, nor AGI-Sentinel is acting as the Engineer of Record. The responsibility of the engineer named and AGI-Sentinel is limited to the structural performance of the components designed by AGI-Sentinel.

TRIM TABLE				
FRAME LINE A				
QID	QUAN	PART	COLOR	LENGTH
0	5	SBET10	TD	10'-3"
0	2	SBCC20	TD	20'-6"

CONNECTION PLATES			
FRAME LINE A			
QID	QUAN	MARK	PART
1	2	C0C8	
2	8	ERCLP08	



SIDEWALL FRAMING: FRAME LINE A



SIDEWALL SHEETING & TRIM: FRAME LINE A
PANELS: 26 Ga. SR - To Be Determined

NOTE

FOR CONSTRUCTION

ENGINEER'S SEAL

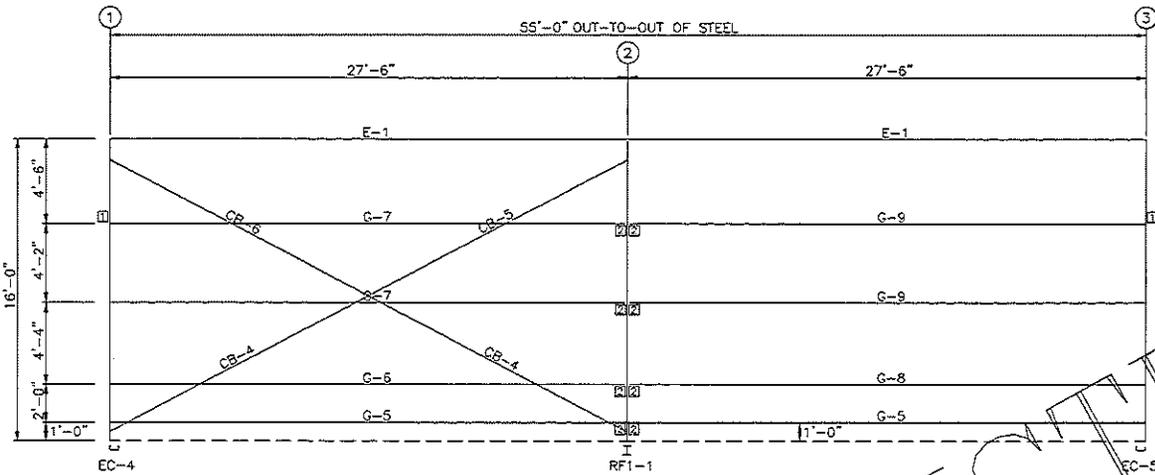
AGI-SENTINEL
237 SOUTH 4TH STREET P.O. BOX 348 ALBION, NEBRASKA USA 68020
800.327.0790 SENTINELBUILDINGS.COM AGROWTH.COM

PROJECT: HAYES, IL ARJA PROJECT

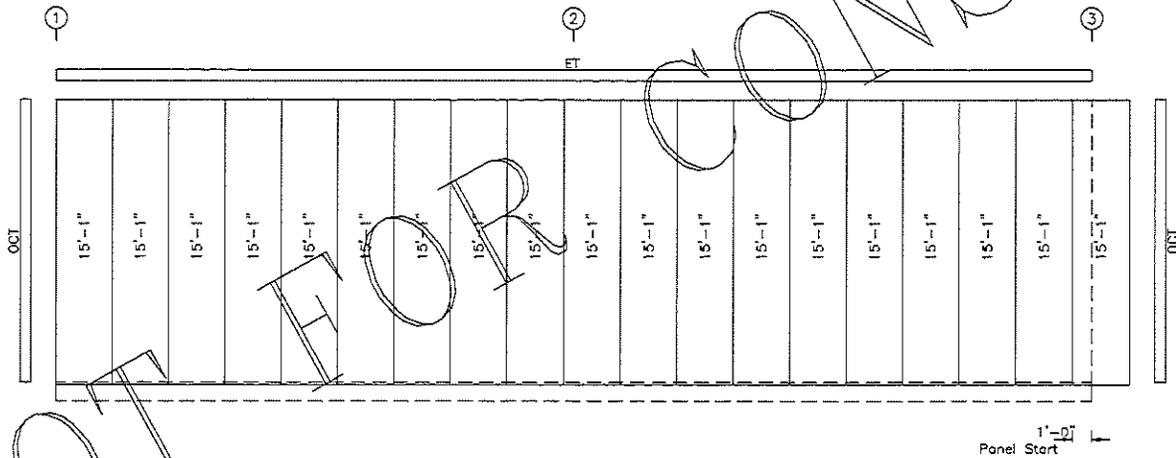
JOB NUMBER: 2823020 PAGE No.

DESIGN: ENCR: DATE: 4/11/25

Whether the engineer named on the seal, nor AGI-Sentinel is acting as the Engineer of Record. The responsibility of the engineer named and AGI-Sentinel is limited to the structural performance of the components designed by AGI-Sentinel.



SIDEWALL FRAMING: FRAME LINE F



SIDEWALL SHEETING & TRIM: FRAME LINE F
PANELS: 26 Gs. SR - To Be Determined

TRIM TABLE				
FRAME LINE	F			
Ø/D	QUAN	PART	COLOR	LENGTH
0	6	SBET10	TD	10'-3"
0	2	SBOC20	TD	20'-6"

CONNECTION PLATES				
FRAME LINE F				
Ø/D	QUAN	MARK	PART	
1	2	COC8		
2	8	EROLP08		

NOT

FOR CONSTRUCTION

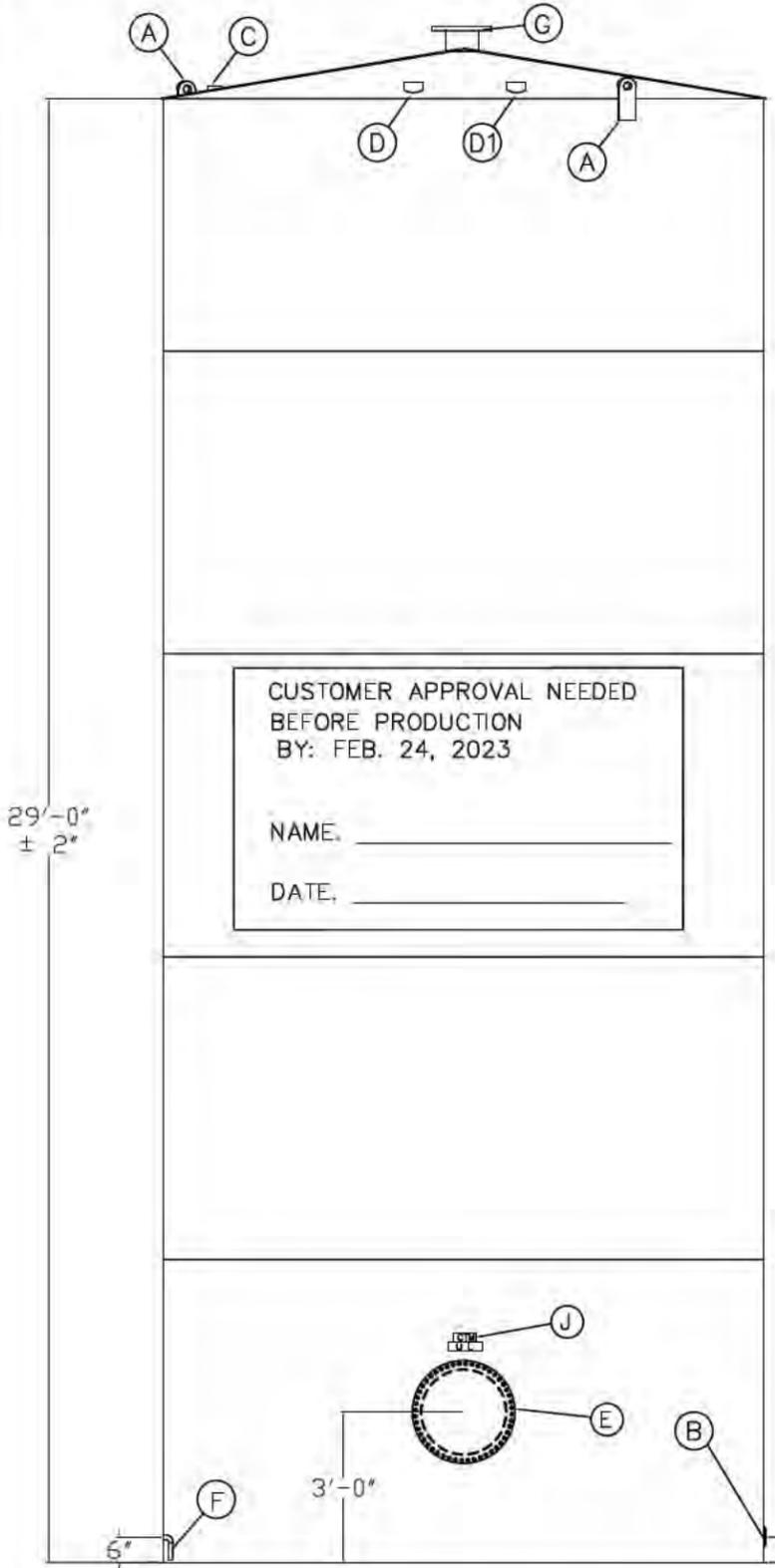
AGI-SENTINEL
237 SOUTH 4TH STREET P.O. BOX 348 ALBION, NEBRASKA USA 68620
800.327.0790 SENTINELBUILDINGS.COM AGGROWTH.COM

PROJECT: HAYES, IL ARCA PROJECT	JOB NUMBER: 28230201	PAGE NO.
	DESIGN:	
	ENGR:	DATE: 4/11/23

ENGINEER'S SEAL

Neither the engineer named on the seal, nor AGI-Sentinel is acting as the Engineer of Record. The responsibility of the engineer named and AGI-Sentinel is limited to the structural performance of the components designed by AGI-Sentinel.

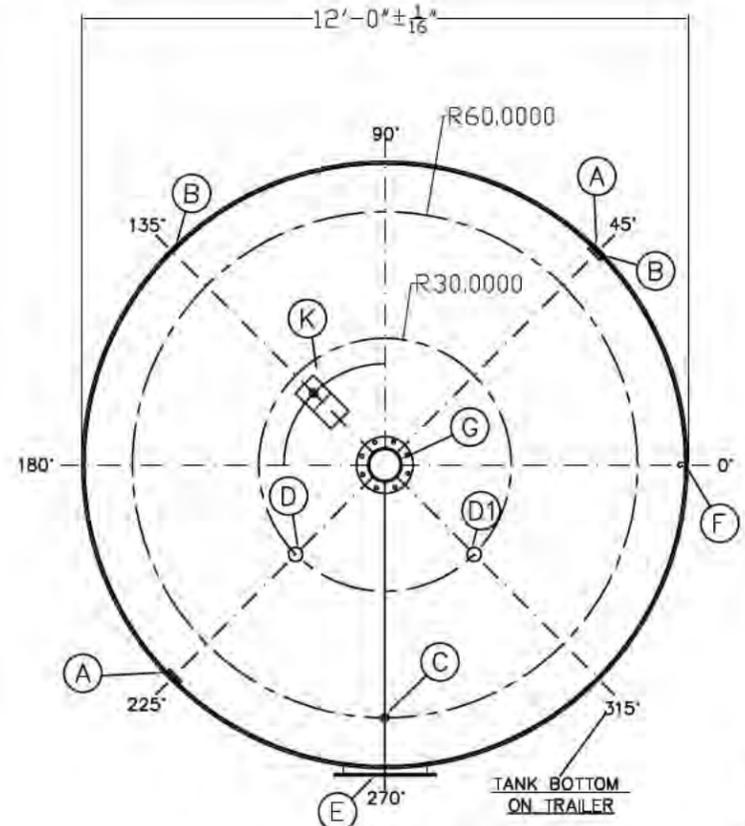
MATERIAL DESCRIPTION			
MODEL	KEY	TYPE	VERTICAL SW UL 142 STORAGE TANK
DIAMETER			11'-11" (12'-0" INCLUDING BOTTOM)
HEIGHT			29'-0"
OVER ALL HEIGHT			30'-5"
CAPACITY			24,000
FLAT BOTTOM		C.S.	1/4"
SHELLS		C.S.	1/4" & 7ga.
CONE TOP		C.S.	7ga.
ERECTOR LUGS	A	C.S.	2- 5/8" x 6" x 12" WITH 2" HOLE
FILL/DISCHARGE	B	C.S.	2- 4" #150 WELD FLANGE
GAUGE OPENING	C	C.S.	1- 2" #150 FULL COUPLING
VENT OPENING	D	C.S.	1- 3" #150 FULL COUPLING
P. VENT OPENING	D1	C.S.	1- 3" #150 FULL COUPLING
ACCESS OPENING	E	C.S.	1- 20" BLL MANWAY ASSEMBLY (BOLT TYPE)
DRAIN OPENING	F	C.S.	1- 1" DRAIN ASSEMBLY (SEE DETAIL)
E-VENT OPENING	G	C.S.	1- 10" #150 SORF NOZZLE
LABEL	J		1- ABOVEGROUND UL 142 LABEL
SHOP LUG	K		2- 1/4 X 6" X 12"
-	-	-	-



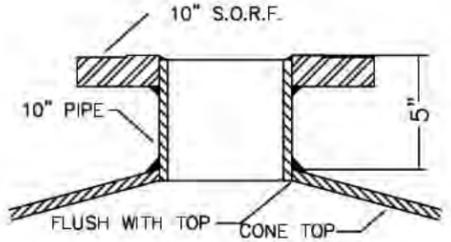
CUSTOMER APPROVAL NEEDED
BEFORE PRODUCTION
BY: FEB. 24, 2023

NAME: _____

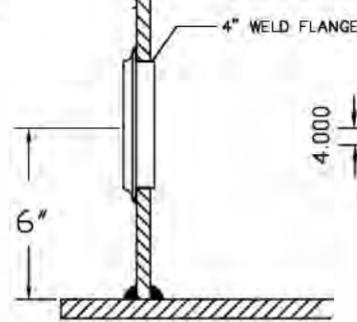
DATE: _____



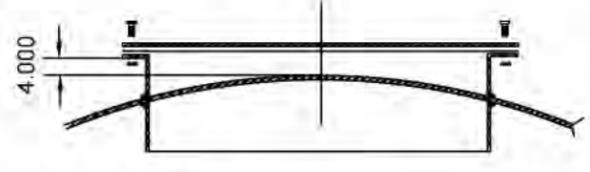
TOP VIEW



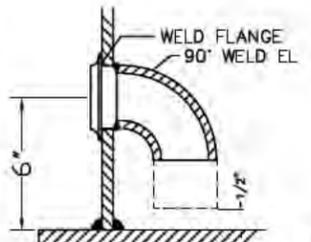
10" E-VENT DETAIL
NO SCALE



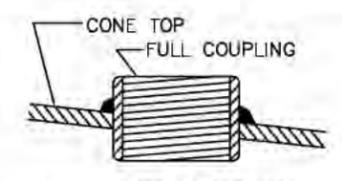
FILL DETAIL
NO SCALE



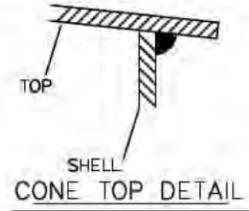
SIDE MANWAY DETAIL
NO SCALE



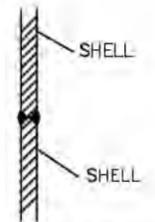
DRAIN DETAIL
NO SCALE



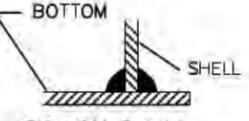
FULL COUPLING DETAIL
NO SCALE



SHELL CONE TOP DETAIL
NO SCALE



SHELL DETAIL
NO SCALE



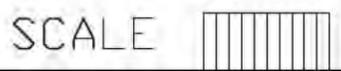
BOTTOM DETAIL
NO SCALE

- NOTES:
1. SHELL SEAMS TO BE STAGGERED 180° AND ALL WELDS TO BE CONTINUOUS.
 2. FACE OF FLANGES TO BE SQUARE AND PLUMB.
 3. SEE PLAN FOR TRUE ORIENTATION OF ALL OPENINGS, ETC.
 4. TANK BUILT AND LABELED PER UL 142 CODE. TANK ESTIMATED DRY WEIGHT: 12,000 LBS.

PAINT: EXTERIOR WHITE POLANE 8700
BOTTOM UNDERCOATING

SANDBLAST: EXTERIOR BRUSH BLAST
TEST: 2 # AIR AND SOAP
DESIGN PRESSURE: ATMOSPHERE

ELEVATION VIEW



NOTICE

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REVISIONS	11'-11" x 29'-0" 24,000 GAL VERT. TANK
	RL HOENER
	CERTIFIED TANK & MANUFACTURING, LLC
DRAWN BY JWB	DATE 02/16/23
CHECKED BY	DATE
SCALE N/A	DRAWING NO. -983410CA

CITY OF BELLEVILLE – APPLICATION FOR SUBDIVISION PLAT APPROVAL

Name of Subdivision: Oblates Subdivision Phase: 1 of 1

General Location (Section & Township): Section 3 T1N R9W

Name of Applicant/Developer: Retail Place LLC Phone: 618-288-3108

Address: 7700 Stonebridge Golf Dr, Maryville, Illinois 62062

Owner(s) of Record: Retail Place LLC Phone: 618-288-3108

Address: 7700 Stonebridge Golf Drive, Maryville, Illinois 62062

Engineer: TWM Phone: 618-656-4040

Address: 204 Evergreen, Unit B, Glen Carbon, Il

Land Surveyor: TWM Phone: 618-624-4488

Address: 4940 Old Collinsville Road, Swansea, Il

SUBDIVISION INFORMATION:

1. Total Acreage of Subdivision: 41.52 Ac.
2. Zoning Status:
 - a. Existing Zoning Classification: C-1 Light Commercial
 - b. Proposed Zoning Classification: C-1 Light Commercial
3. Is subdivision located within City Limits of Belleville? Yes If not, do you propose to annex if contiguous with City Limits? _____
4. Streets:
 - a. Names of existing public roads abutting proposed subdivision: Illinois Route 15
 - b. Estimated Lineal Feet of all new streets: n/a
 - c. Width of new streets: Driving Surface: n/a ROW: n/a
 - d. Type of street pavement proposed & construction method: n/a
 - e. Public Sidewalks: One Side: _____ Both Sides: _____ None: n/a
5. Sanitary Sewer:
 - a. Location and size of existing sewer lines: served by existing lift station
 - b. Service Area (FPA): Belleville
 - c. Size and type of sewer system to be installed: n/a
6. Public Water and Fire Protection:
 - a. Location and size of existing public water mains: 8" water main along N. De Maezenod Dr.
 - b. Size of new water mains to be installed: n/a
 - c. Number of fire hydrants to be installed: n/a

7. Number of Type of Lots to be Platted:

a. Residential: Single Family #: _____ Multi-Family #: _____

b. Commercial #: 3 Industrial #: _____

c. Average lot size: Frontage: _____ Depth: _____ Area: _____

8. Is there any open/common space being proposed? no If so, state approximate amount and use restrictions: _____

9. Is any variance to the subdivision regulations being requested? no If so, describe: _____

10. Is any of the area to be developed located in or adjoining a designated Special Flood Hazard Boundary Area?
n/a

11. Are there any deed restrictions or covenants to be placed on the subdivision? none If so, submit a copy, if prepared.

12. List of documents, plats, and other material submitted as part of this application:

<u># of Copies</u>	<u>Item</u>
_____	Sketch Plat _____
_____	Preliminary Plat _____
_____	Topographic Map _____
_____	Location Map _____
_____	Subdivision Restrictions & Covenants _____
_____	Construction Plans & Specs. _____
_____	_____
_____	_____
_____	_____

The owner/developer hereby agrees to Comply with the subdivision code (Chapter 41 of Revised Code of Ordinances) and all other applicable Codes and Regulations of the City of Belleville and State of Illinois.

 _____ 4-24-23
PROPERTY OWNER(S) DATE
 _____ 4-24-23
DEVELOPER / APPLICANT DATE

--FOR OFFICE USE ONLY--

Date Filed: _____

Date of Plan Commission Meeting to consider (conditions and remarks):

_____ Sketch Plat Approval _____

_____ Preliminary Plat Approval _____

_____ Final Plat Approval _____

Variances Granted to Subdivision Code: _____

I, JOE MOERCHEN, A PROFESSIONAL LAND SURVEYOR, LICENSED UNDER THE STATE OF ILLINOIS, DO HEREBY CERTIFY THAT "THOUVENOT, WADE & MOERCHEN, INC." HAS SURVEYED AND PLATTED THE ABOVE DESCRIBED PROPERTY. ALL REQUIRED MONUMENTS WILL BE INSTALLED, ALL DIMENSIONS AND OTHER ESSENTIAL INFORMATION REQUIRED BY THE RESOLUTION REGULATING THE PLATTING OF LAND INTO SUBDIVISIONS ADOPTED BY THE CITY OF BELLEVILLE, HAVE BEEN COMPLIED WITH. I ALSO HEREBY CERTIFY THAT THE PARCEL INCLUDED WITHIN THIS PLAT IS LOCATED WITHIN "ZONE X" AS DELINEATED BY THE OFFICIAL F.E.M.A. FLOOD PLAIN MAP #17163C03300 WITH AN EFFECTIVE DATE OF NOVEMBER 5, 2003. NO GUARANTEE IS IMPLIED THAT THE PROPERTY ENCOMPASSED BY THIS PLAT IS NOT SUBJECT TO FLOODING.

JOE MOERCHEN, P.L.S.

I, THE UNDERSIGNED, FOREST LERCH, OF RETAIL PLACE LLC. DO HEREBY ACKNOWLEDGE THIS PLAT TO BE MY FREE AND VOLUNTARY ACT, I DEDICATE THE EASEMENTS AND ROADWAYS SHOWN THEREON FOR THE CONSTRUCTION AND MAINTENANCE OF MUNICIPAL AND PUBLIC UTILITY SERVICES, DRAINAGE AND SIDEWALKS. THE BUILDING LINES SHOWN THEREON ARE THE BUILDING LINES TO BE REFERENCED TO ON ALL FUTURE CONVEYANCES IN THIS SUBDIVISION.

DATED THIS _____ DAY OF _____, 2023.

RETAIL PLACE LLC

STATE OF ILLINOIS)
)SS
 COUNTY OF MADISON)

I, THE UNDERSIGNED, A NOTARY PUBLIC, IN AND FOR THE SAID COUNTY IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT FOREST LERCH, OF RETAIL PLACE LLC PERSONALLY KNOWN TO ME TO BE THE SAME PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AS HIS FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTORIAL SEAL THIS _____ DAY OF _____, 2023.

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC

I, THE UNDERSIGNED, COUNTY CLERK OF ST. CLAIR COUNTY, ILLINOIS, DO CERTIFY THAT I HAVE EXAMINED THE PLAT AND I HAVE SEARCHED THE RECORDS OF MY OFFICE TO ASCERTAIN WHETHER ALL REDEEMABLE SALES FOR UNPAID TAXES OR SPECIAL ASSESSMENTS HAVE BEEN PAID AS REQUIRED BY LAW UPON ALL OF THE PROPERTY EMBRACED WITHIN SAID PLAT, AND I DO HEREBY CERTIFY THAT I FIND NO REDEEMABLE TAX SALES OR UNPAID FORFEITED TAXES AGAINST ANY OF THE REAL ESTATE INCLUDED IN THIS PLAT AND I DO HEREBY APPROVE THIS PLAT FOR ASSESSMENT PURPOSES.

IN WITNESS WHEREOF I HAVE SET MY HAND AND SEAL OF THIS OFFICE THIS _____ DAY OF _____ 2023

COUNTY CLERK _____ DEPUTY _____

I, PATTY GREGORY, MAYOR OF THE CITY OF BELLEVILLE, DO HEREBY CERTIFY THAT THIS PLAT SHOWN HEREIN WAS DULY PRESENTED TO THE CITY COUNCIL AND APPROVED AT A MEETING OF THE SAME HELD ON THIS _____ DAY OF _____, 2023.

CITY CLERK _____ MAYOR _____

I, THE UNDERSIGNED, 911 COORDINATOR OF ST. CLAIR COUNTY, ILLINOIS, DO HEREBY APPROVE THIS PLAT AS TO STREET NAMES AND ADDRESSES.

911 COORDINATOR
 ST. CLAIR COUNTY, ILLINOIS

APPROVED BY MAPPING AND PLATTING THIS _____ DAY OF _____, 2023.

SIGNATURE

FINAL PLAT OF OBLATES SUBDIVISION

*A SUBDIVISION IN PART OF THE SOUTH HALF OF
 SECTION 3, TOWNSHIP 1 NORTH, RANGE 9 WEST OF THE
 THIRD PRINCIPAL MERIDIAN, ST. CLAIR COUNTY, ILLINOIS*

OWNER/SUBDIVIDER
 RETAIL PLACE LLC
 2921 N. CENTER ST., SUITE 6
 MARYVILLE, ILLINOIS 62062
 618-288-3108

LAND SURVEYOR/ENGINEER
 THOUVENOT, WADE & MOERCHEN, INC.
 4940 OLD COLLINSVILLE ROAD
 SWANSEA, ILLINOIS 62226

NOTES:

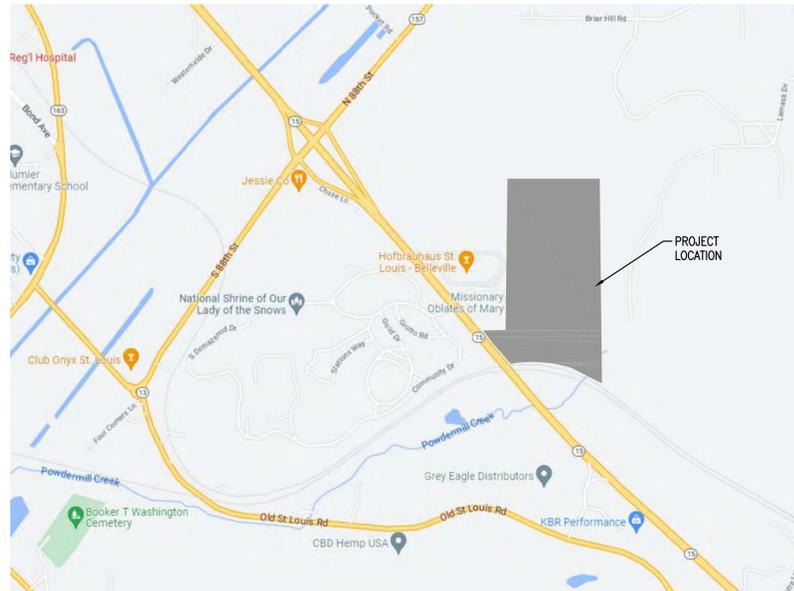
ALL EASEMENTS SHOWN HEREON ARE DEDICATED FOR MUNICIPAL AND PUBLIC UTILITIES AND FOR DRAINAGE.

IRON PIPES SHALL BE SET AT ALL LOT CORNERS, P.C.'s, P.T.'s, E.O.R.'s.

MINIMUM FIRST FLOOR ELEVATION OF EACH BUILDING SHALL BE ONE AND ONE-HALF (1.5) FEET ABOVE THE STREET CENTERLINE ELEVATION. THE ELEVATION SHALL BE MEASURED AT THE CENTER OF THE LOT FRONTAGE AND FOR CORNER LOTS, THE HIGHEST STREET ELEVATION SHALL GOVERN. ALL DRIVEWAYS AT THE RIGHT-OF-WAY LINE SHALL BE A MINIMUM OF SIX (6) INCHES ABOVE THE STREET CENTERLINE ELEVATION. SHOULD THESE REQUIREMENTS BE DIFFICULT TO MEET, OR SHOULD A WALKOUT BASEMENT OR PARTIALLY EXPOSED BASEMENT BE DESIRABLE, THE OWNER SHALL RETAIN AN ENGINEER TO DETERMINE THE MINIMUM ELEVATIONS AND/OR PROPER GRADING TO PREVENT DAMAGE FROM STORM WATER.

ALL BUILDINGS SHALL BE REQUIRED TO BE SUPPORTED BY UNDISTURBED SOIL MEETING COMPACTION REQUIREMENTS AS SET FORTH IN THE CITY OF BELLEVILLE'S BUILDING CODE. SHOULD THIS REQUIREMENT BE DIFFICULT TO MEET, THE BUILDING OWNER SHALL RETAIN AN ENGINEER TO DETERMINE THE SUITABILITY OF THE SOIL FOR BUILDING PURPOSES.

ALL EASEMENTS SHALL BE MAINTAINED BY THE LOT OWNER ALL IMPROVEMENTS LOCATED OUTSIDE OF R.O.W. SHALL BE THE RESPONSIBILITY OF THE LOT OWNER.



LOCATION MAP
 NOT TO SCALE

PROPOSED ZONING CLASSIFICATION: A

GROSS AREA OF SUBDIVISION: = 41.52 ACRES
 RIGHT OF WAY AREA: = 0.00 ACRES
 NET AREA OF SUBDIVISION: = 41.52 ACRES

SCHOOL DISTRICT:
 ELEMENTARY: BELLEVILLE
 HIGH SCHOOL: BELLEVILLE

LEGAL DESCRIPTION:

PART OF THE SOUTH HALF OF SECTION 3, TOWNSHIP 1 NORTH, RANGE 9 WEST OF THE 3RD PRINCIPAL MERIDIAN, ST. CLAIR COUNTY, ILLINOIS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A FOUND 3/4 INCH IRON ROD AT THE INTERSECTION OF THE NORTHEASTERLY RIGHT OF WAY LINE OF ILLINOIS ROUTE 15 (U.S. ROUTE 460) AND THE NORTHERLY RIGHT OF WAY LINE OF THE SOUTHERN RAILROAD; THENCE NORTH 40 DEGREES 42 MINUTES 34 SECONDS WEST ON SAID NORTHEASTERLY RIGHT OF WAY LINE OF ILLINOIS ROUTE 15 (U.S. ROUTE 460), A DISTANCE OF 590.05 FEET FROM WHICH A FOUND IRON ROD WITH CAP BEARS SOUTH 50 DEGREES 57 MINUTES 44 SECONDS WEST, 0.34 FEET; THENCE NORTH 49 DEGREES 16 MINUTES 34 SECONDS EAST, 819.61 FEET TO A FOUND 5/8 INCH IRON ROD WITH CAP; THENCE NORTH 01 DEGREES 47 MINUTES 30 SECONDS WEST, 824.29 FEET TO A FOUND 5/8 INCH IRON ROD WITH CAP ON THE NORTH LINE OF THE SOUTH HALF OF SAID SECTION 3 FROM WHICH A FOUND 5/8 INCH IRON ROD WITH CAP AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 3 BEARS NORTH 89 DEGREES 55 MINUTES 58 SECONDS WEST, 200.15 FEET; THENCE SOUTH 89 DEGREES 55 MINUTES 58 SECONDS EAST, ON SAID NORTH LINE OF THE SOUTH HALF, 822.44 FEET; THENCE SOUTH 00 DEGREES 32 MINUTES 53 SECONDS WEST, 1,943.47 FEET TO A FOUND 3/4 INCH IRON ROD ON SAID NORTHERLY RIGHT OF WAY LINE OF SOUTHERN RAILROAD; THENCE NORTHWESTERLY ON SAID NORTHERLY RIGHT OF WAY LINE, BEING CALLED OFF BY THE FOLLOWING THIRTEEN (13) CHORD COURSES AND DISTANCES TO SIMULATE A SPIRAL CURVE: 1.) NORTH 64 DEGREES 58 MINUTES 13 SECONDS WEST, 86.89 FEET; 2.) NORTH 67 DEGREES 40 MINUTES 27 SECONDS WEST, 70.15 FEET; 3.) NORTH 70 DEGREES 23 MINUTES 34 SECONDS WEST, 105.12 FEET; 4.) THENCE NORTH 73 DEGREES 41 MINUTES 03 SECONDS WEST, 105.48 FEET; 5.) NORTH 76 DEGREES 49 MINUTES 31 SECONDS WEST, 105.21 FEET; 6.) NORTH 79 DEGREES 48 MINUTES 36 SECONDS WEST, 105.07 FEET; 7.) NORTH 82 DEGREES 47 MINUTES 05 SECONDS WEST, 66.45 FEET; 8.) SOUTH 07 DEGREES 12 MINUTES 55 SECONDS WEST, 50.00 FEET; 9.) NORTH 82 DEGREES 47 MINUTES 05 SECONDS WEST, 37.29 FEET; 10.) NORTH 85 DEGREES 42 MINUTES 54 SECONDS WEST, 102.40 FEET; 11.) NORTH 88 DEGREED 34 MINUTES 59 SECONDS WEST, 102.35 FEET; 12.) SOUTH 88 DEGREES 36 MINUTES 21 SECONDS WEST, 102.30 FEET; 13.) SOUTH 85 DEGREES 50 MINUTES 50 SECONDS WEST, 48.89 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS 41.52 ACRES.

SUBJECT TO EASEMENTS, CONDITIONS, RESTRICTIONS, LIMITATIONS, ZONING REGULATIONS AND RESERVATIONS OF RECORD

INDEX OF SHEETS

- COVER
- PLAT



CONSULTING ENGINEERING
 GEOSPATIAL SERVICES

ILLINOIS	SWANSEA COLUMBIA GLEN CARBON PEORIA
MISSOURI	ST. CHARLES ST. LOUIS COLUMBIA
TENNESSEE	NASHVILLE CHATTANOOGA

THOUVENOT, WADE & MOERCHEN, INC.

GLEN CARBON, ILLINOIS
 204 EVERGREEN, UNIT B
 GLEN CARBON, ILLINOIS
 62034
 618-656-4040
 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
KS. PROF. ENGR. FACILITY	E-3256
MO. PROF. ENGR. CORP.	001528
MO. LAND SURVEYING CORP.	000346
TN. PROF. ENGR. FIRM	8974

SEAL

SIGNATURE:
 DATE SIGNED:
 LICENSE EXPIRATION:

ISSUED FOR REVIEW
 4/18/23

REV.	DATE	DESCRIPTION
△		
△		
△		
△		
△		

DRAWN BY: JJV
 DESIGNED BY: JJV
 CHECKED BY: JPB
 APPROVED BY: JWM
 PROJECT NO: 230242

PROJECT:

 OBLATES SUBDIVISION
 CITY OF BELLEVILLE
 ST CLAIR COUNTY, ILLINOIS

TITLE:

COVER



CONSULTING ENGINEERING
GEOSPATIAL SERVICES

ILLINOIS SWANSEA
COLUMBIA
GLEN CARBON
PEORIA
MISSOURI ST. CHARLES
ST. LOUIS
COLUMBIA
TENNESSEE NASHVILLE
CHATTANOOGA

**THOUVENOT, WADE
& MOERCHEN, INC.**

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REV.	DATE	DESCRIPTION
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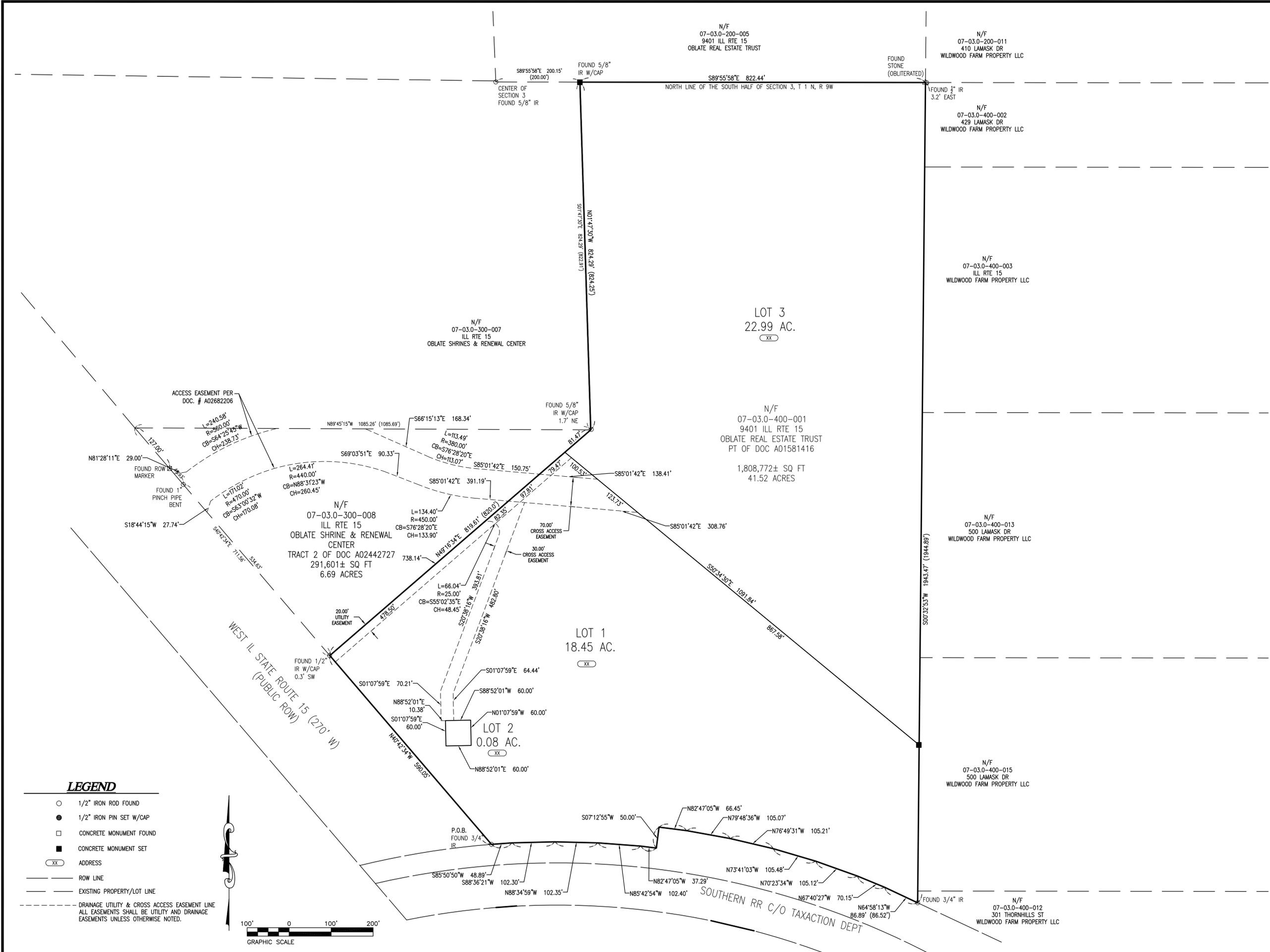
DRAWN BY: JJV
DESIGNED BY: JJV
CHECKED BY: JPB
APPROVED BY: JWM
PROJECT NO: 230242

PROJECT:

OBLATES SUBDIVISION
CITY OF BELLEVILLE
ST CLAIR COUNTY, ILLINIOS

TITLE:

PLAT



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GameTime c/o Cunningham Recreation
 PO Box 240981
 Charlotte, NC 28224
 800.438.2780
 704.525.7356 FAX

04/04/2023
 Quote #
 161219-01-04

City of Belleville - Shelter (Option 1) REV

Belleville Parks and Recreation
 Attn: Jason Poole
 510 West Main Street
 Belleville, IL 62220
 Phone: 618-233-1416
 Fax:618-233-1449
 jpoole@belleville.net

Ship to Zip 62220

Quantity	Part #	Description	Unit Price	Amount
1	CUSTOM	Superior Recreational Products - Custom Shelter Design - 28' (AS) Hexagonal (HXE) Structure- <ul style="list-style-type: none"> • 5:12 Pitch; 7'-6" Eave Height • 6 Standard Column Design • Standard 6" Sub Surface Mount with External Anchors • Pre-Fabricated Ready To Assemble Framework • Polyester TGIC 6 mil thick Powder Coated Framework "Using SRP's Standard Color Options" • .24 Ga. 36" Wide x 1 1/4" Deep R-Panel 50 KSI Multi Rib Kynar 500 Coated Pre Cut Metal Roofing "Using SRP's Standard Color Options" 	\$24,111.36	\$24,111.36
1	RAILS	Superior Recreational Products - Hand Rails (Style: Caramel)- <ul style="list-style-type: none"> • Includes (Qty. 3) Side(s) of Shelter with (Qty.3) Section (s) • 4" Bottom Clearance w. 40" To Top Of Rail Finished Height • HSS Components Pre-Fabricated To Attach In Field • All items To Be Super-durable Polyester TGIC 6 mil thick Powder Coated Framework "Using SRP's Standard Color 	\$7,430.40	\$7,430.40
1	LATTICE	Superior Recreational Products - Overhead Lattice (Style: Caramel)- <ul style="list-style-type: none"> • (Qty.6) Include Upper Tier On All sides • HSS Components Pre-Fabricated To Attach In Field • Plasma Cut Wind-braces Incorporated With Lattice • All items To Be Super-durable Polyester TGIC 6 mil thick Powder Coated Framework "Using SRP's Standard Color Options" 	\$8,980.80	\$8,980.80
1	ABT	Superior Recreational Products - Anchor Hardware and Templates- <ul style="list-style-type: none"> • Includes Steel Plate Template And Hardware For Cast In Place Anchoring System. 	\$780.00	\$780.00
1	DRAWINGS	Superior Recreational Products - Engineering: Sealed Drawings- <ul style="list-style-type: none"> • Sealed Drawings & Calculations Provided In 11"x17" Format X4 Copies of Sealed Drawings & X2 Of Calculations • Digital Copies With Pier And Spread Footer Analysis Included • Engineered Sealed Drawings Will Be performed To Meet Current Published Local Codes and Conditions. • Includes Epoxy Analysis With True Surface Mount Designs. • Check With The City Ordinances To Verify Any Special Requirements Prior To Sealing Structure. • Additional Alterations/Revisions Will Be Subject To Added Fees. • If Available Include A Soils/Geotechnical Report (Location Specific To This Design). • One Seal per Design and per Location 	\$1,315.00	\$1,315.00

Contract: OMNIA #2017001134

Sub Total \$42,617.56



GameTime c/o Cunningham Recreation
 PO Box 240981
 Charlotte, NC 28224
 800.438.2780
 704.525.7356 FAX

04/04/2023
 Quote #
 161219-01-04

City of Belleville - Shelter (Option 1) REV

Quantity	Part #	Description	Unit Price	Amount
			Freight	\$2,467.00
			Total	\$45,084.56

Comments

* MATERIALS ONLY: Quotation does not include any site work, off-loading, storage, safety surfacing, or installation.

GAMETIME - TERMS & CONDITIONS:

- **PRICING:** Due to volatile economic demand, pricing is valid for 30 days. Pricing is subject to change. Request updated pricing when purchasing from quotes more than 30 days old.
- **TERMS OF SALE:** For equipment & material purchases, Net 30 days from date of invoice for governmental agencies and those with approved credit. All others, full payment for equipment, taxes and freight up front. Balance for services & materials due upon completion or as otherwise negotiated upon credit application review. Pre-payment may be required for equipment orders totaling less than \$5,000. Payment by VISA, MasterCard, or AMEX is accepted (If you elect to pay by credit card, GameTime charges a 2.50% processing fee that is assessed on the amount of your payment. This fee is shown as a separate line item and included in the total amount charged to your credit card. You have the option to pay by check, ACH or Wire without any additional fees.). Checks should be made payable to Playcore Wisconsin, Inc. d/b/a GameTime unless otherwise directed.
- **CREDIT APPLICATION:** Required for all non-governmental agencies and those entities who have not purchased from GameTime within the previous twelve calendar months.
- **FINANCE CHARGE:** A 1.5% monthly finance charge (or maximum permitted by law) will be added to all invoices over 30 days past due.
- **CASH WITH ORDER DISCOUNT:** Orders for GameTime equipment paid in full at time of order via check or electronic funds transfer (EFT) are eligible for a 3% cash-with-order (CWO) discount.
- **ORDERS:** All orders shall be in writing by purchase order, signed quotation or similar documentation. Purchase orders must be made out to Playcore Wisconsin, Inc. d/b/a GameTime.
- **FREIGHT CHARGES:** Shipments shall be F.O.B. destination. Freight charges prepaid and added separately.
- **SHIPMENT:** Standard Lead time is 12-14 weeks (some items may take longer) after receipt and acceptance of purchase order, credit application, color selections and approved drawings or submittals.
- **PACKAGING:** All goods shall be packaged in accordance with acceptable commercial practices and marked to preclude confusion during unloading and handling.
- **RECEIPT OF GOODS:** Customer shall coordinate, receive, unload, inspect and provide written acceptance of shipment. Any damage to packaging or equipment must be noted when signing delivery ticket. If damages are noted, receiver must submit a claim to Cunningham Recreation within 15 Days. Receiver is also responsible for taking inventory of the shipment and reporting any concealed damage or discrepancy in quantities received within 60 days of receipt.
- **RETURNS:** Returns are only available on shipments delivered within the last 60 days. A 25% (min.) restocking fee will be deducted from any credit due. Customer is responsible for all packaging & shipping charges. Credit is based on condition of items upon return. All returns must be in unused and merchantable condition. GameTime reserves the right to deduct costs associated with restoring returned goods to merchantable condition. Uprights & custom products cannot be returned.
- **TAXES:** Sales tax is shown as a separate line item when included. A copy of your tax exemption certificate must be submitted at time of order or taxes will be added to your invoice.

SUPPLY ONLY:

- All items are quoted supply only.
- Installation services are not included.
- Customer is responsible for coordinating delivery, receipt, unloading, and inventory equipment.
- Missing or damaged equipment must be reported within 60 days of delivery.



GameTime c/o Cunningham Recreation
PO Box 240981
Charlotte, NC 28224
800.438.2780
704.525.7356 FAX

04/04/2023
Quote #
161219-01-04

City of Belleville - Shelter (Option 1) REV

ACCEPTANCE OF QUOTATION:

Acceptance of this proposal indicates your agreement to the terms and conditions stated herein.

Accepted By (printed): _____ Title: _____

Telephone: _____ Fax: _____

P.O. Number: _____ Date: _____

Purchase Amount: **\$45,084.56**

SALES TAX EXEMPTION CERTIFICATE #: _____

(PLEASE PROVIDE A COPY OF CERTIFICATE)

Salesperson's Signature

Customer Signature

BILLING INFORMATION:

Bill to: _____

Contact: _____

Address: _____

Address: _____

City, State: _____ Zip: _____

Tel: _____ Fax: _____

E-mail: _____

SHIPPING INFORMATION:

Ship to: _____

Contact: _____

Address: _____

Address: _____

City, State: _____ Zip: _____

Tel: _____ Fax: _____

E-mail: _____



City of Belleville

Jennifer Gain Meyer, City Clerk
101 South Illinois Street
Belleville IL 62220

Phone: (618) 233-6810 Fax: (618) 257-0376
email: jmeyer@belleville.net

NORTH ILLINOIS STREET BANNER APPLICATION

REFER TO BANNER SPECIFICATIONS FOR ADDITIONAL INFORMATION

APPLICANT NAME: Robert Learnal APPLICANT PHONE: [REDACTED]
APPLICANT EMAIL: [REDACTED]

SPONSORING ORGANIZATION:

NAME: Belleville Barbershop Chorus
ADDRESS: [REDACTED]
PHONE: same as above EMAIL: same

TITLE OF EVENT/ACTIVITY: Annual Show
EVENT DATES: June 24 EVENT LOCATION: St. Augustines-B'ville
PRINTED MESSAGE ON BANNER: Details of Annual Show

INCLUDE COPY OF ARTWORK WITH APPLICATION

REQUEST PLACEMENT DATE: (no more than 2 weeks prior to event date) June 9, 2023 ^{Con before,}
REQUEST REMOVAL DATE: June 26 or later

By accepting this application, the applicant shall be bound by all rules, regulations and applicable ordinances as set forth in the Banner Application.

Signature of Applicant: Robert Learnal Date: 5/3/2023

DISPLAY CONTENT: The City of Belleville reserves the right to, not display any banner if in its opinion the content is inappropriate or offensive to anyone or group. Only events held in Belleville, open to the general public and sponsored by Civic or Not-For-Profit Organizations will be displayed.

THE CITY OF BELLEVILLE ASSUMES NO RESPONSIBILITY FOR ANY DAMAGE TO SAID BANNER DURING INSTALLATION, DISPLAYING OR REMOVAL PROCESS.

FOR OFFICE USE ONLY			
Date Received:	<u>05/09/23</u>	Approved by Council:	<u> </u> / <u> </u> / <u> </u>
Installation Date:	<u> </u> / <u> </u> / <u> </u>	Removal Date:	<u> </u> / <u> </u> / <u> </u>



OFFICE USE ONLY
 Name of Event: MESPI Black Party
 Date of Event: Sat 06/17/23

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): SHOEHOEN BREWING

Name of Event: MESPI PRIDE BLACK PARTY

Sat Date of Event: 6/17/23 Event Starting Time: 6 PM Event Ending Time: 11 PM

Street Closure Time: 10 AM Street Re-Open Time: 11:59 PM

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

Name	Address	Phone	Email
<u>KRISTEN BRAYLES</u>	[REDACTED]	[REDACTED]	<u>president.mepsi@gmail.com</u>
<u>DL Salisbury</u>	[REDACTED]	[REDACTED]	[REDACTED]
<u>Jesse White</u>	[REDACTED]	[REDACTED]	[REDACTED]

Number of people (75) animals () vehicles () expected to participate.

Describe the event in detail:

Black party to celebrate PRIDE month. Will include
drag show

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

North Church STREET FROM EAST MAIN TO Parking Lot.

Special Event Liaison

Reviewed/Revised: 06/12/17 JRM
 Revised: 02/26/18 JRM 06/29/21 JRM; 09/29/21 JRM

OFFICE USE ONLY

Name of Event: MEPSI Black Party

Date of Event: Sat Oct 7/23

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

NORTH Church Street from E. Main to parking lot

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: 5

• Picnic Tables

Yes No

Number Requested: 6

• Sanitation Vehicle and Manpower

Yes No

• Electric (if available) (note on map location(s))

Yes No

Number Requested: 1 by main st.

• Music

Yes No

Times: _____

• Barricades

Yes No

Number Requested: Each end of street

Comments or Additional Request(s): _____

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

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

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

[Redacted Signature]

KRISTEN BROYLES

Signature of Person Making Application

Printed Name of Person Making Application

[Redacted Mailing Address]

Mailing Address

[Redacted Phone Number]

Phone Number

president.mepsi@gmail.com

E-mail

DATE OF APPLICATION: 5/4/23

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: 06/12/17 JRM
Revised: 02/26/18 JRM 06/29/21 JRM; 09/29/21 JRM

OFFICE USE ONLY

Event Name: MEPSI Black Party

Event Date: Sat 06/17/23

CHECKLIST (FOR USE BY CITY PERSONNEL ONLY)	EVENT INFORMATION (FOR USE BY CITY PERSONNEL ONLY) Completed application/documentation to be sent to city staff prior to meeting. Meeting will then be scheduled with all city staff and a representative of the event.
<input checked="" type="checkbox"/> Application <input type="checkbox"/> Event Map <input type="checkbox"/> Insurance Certificate	Date Received by City Clerk's Office: <u>05/04/23</u> Scheduled Meeting Date: <u>05/09/23 9AM</u> Date Approved by Staff: <u>05/09/23</u> Date on Council Agenda: <u>05/15/23</u> Notification Sent to Event Representative of Council Meeting: <u>05/09/23</u>
<input type="checkbox"/> Approved on: _____ <input type="checkbox"/> Denied on: _____ Notification Sent to Event Representative of Council Approval/Denial on: _____	

STAFF REVIEW SECTION

Police Department: Situational awareness

APPROVED DENIED DATE: 05/09/23 INITIALS: R.T.

Fire Department: _____

APPROVED DENIED DATE: _____ INITIALS: _____

Public Works: Barricades/No Parking provided as requested @ A/C. Toters, picnic tables provided. Event staff to place/remove barricades.

APPROVED DENIED DATE: 5/9/23 INITIALS: JRP

Maintenance Department: Electrical panel provided @ Main & Church.

APPROVED DENIED DATE: 5/9/23 INITIALS: JRP

Marketing/Communications: _____

APPROVED DENIED DATE: 5/9/23 INITIALS: KAL

OFFICE USE ONLY
 Event Name: MEPSI Black Party
 Event Date: Sat 06/17/23

CHECKLIST (FOR USE BY CITY PERSONNEL ONLY)	EVENT INFORMATION (FOR USE BY CITY PERSONNEL ONLY) Completed application/documentation to be sent to city staff prior to meeting. Meeting will then be scheduled with all city staff and a representative of the event.
<input checked="" type="checkbox"/> Application <input type="checkbox"/> Event Map <input type="checkbox"/> Insurance Certificate	Date Received by City Clerk's Office: <u>05/04/23</u> Scheduled Meeting Date: <u>06/09/23 9am</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: _____

APPROVED DENIED DATE: 05-05-2023 INITIALS: Capt. Rumpf Jnr
 Fire Department: SITUATIONAL AWARENESS

APPROVED DENIED DATE: _____ INITIALS: _____

Public Works: _____

APPROVED DENIED DATE: _____ INITIALS: _____

Maintenance Department: _____

APPROVED DENIED DATE: _____ INITIALS: _____

Marketing/Communications: _____

APPROVED DENIED DATE: _____ INITIALS: _____

Jenny Meyer

From: Jenny Meyer
Sent: Tuesday, May 09, 2023 9:38 AM
To: Kristen Broyles; D. L. Salisbury [REDACTED]
Cc: mattinglyc@bellevillepolice.org; Lt Rob Thomason (thomasonr@bellevillepolice.org); Jason Rumpf; Lloyd Stinson; Kathy Kaiser; Jason Poole; Jeff Davis; Niccy Cook; Erin Clifford; Craig Maue
Subject: MEPSI Pride Block Party
Attachments: BFD Downtown Regulations.pdf

Kristen, DL & Jesse:

Staff met to review your request for the MEPSI Pride Block Party. Below is a synopsis for your files:

Event:

- MEPSI Pride Block Party
- Saturday, June 17, 2023
- 6:00pm to 11:00pm
- Music

Street Closure:

- Saturday, June 17, 2023
- 10:00am to 11:59pm
- First block of North Church from West Main to alley entrance
- Paderborn Square

Public Works:

- Post "No Parking" signage by Friday, June 16, 2023
- Deliver barricades by Friday, June 16, 2023 to Paderborn Square/Pick-up Barricades on Monday, June 19, 2023
- Organizers responsible for closing/opening street at approved times and placing barricades in their drop-off location for pick-up
- Deliver 5 trash toters by Friday, June 16, 2023 to Paderborn Square/Pick-Up toters on Monday, June 19, 2023
- Deliver 6 picnic tables by Friday, June 16, 2023 to Paderborn Square/Pick-up tables on Monday, June 19, 2023
- Organizers responsible to place tables and trash toters in drop-off location for pick-up

Maintenance Department:

- Install one electrical panel on East Main Street near Paderborn Square for use by Friday, June 16, 2023

Police Department:

- Situational Awareness

Fire Department:

- Situational Awareness

Communications/PR Department:

- *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*

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

Your request will go to City Council for final decision on Monday, May 15, 2023, 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
618-233-6810
jmeyer@belleville.net



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

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

https://twitter.com/Belleville_IL



OFFICE USE ONLY

Name of Event: SAFB Military Reception
Date of Event: 121 051923

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): City of Belleville

Name of Event: SAFB Military Reception

FDI
Date of Event: 5/19/23 Event Starting Time: 5:30pm Event Ending Time: 6:30pm

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

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

Name	Address	Phone	Email
<u>Kathy Kaiser</u>	<u>City Hall</u>	<u>618-792-1115</u>	<u>kkaiser@belleville.org</u>

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

Describe the event in detail:

Request to approve the City hosting a Military Reception for SAFB at City Hall - 101 S. Illinois St. - on Friday, May 19, 2023 from 5:30pm to 6:30pm, and allow alcohol to be served at event

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

4 tables set up on lobby for food

4 - 8' tables

OFFICE USE ONLY

Name of Event: SABR Military Reception
Date of Event: 021 051923

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

N/A

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: trash cans from museum
 - 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. 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.

Kathleen A Kaiser
Signature of Person Making Application

Kathleen A Kaiser
Printed Name of Person Making Application

101 S. Illinois Street
Mailing Address

618-792-1115
Phone Number

kkaiser@belleville.net
E-mail

DATE OF APPLICATION: 5/9/23

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

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

OFFICE USE ONLY

Event Name: SAPS Military Reception

Event Date: 12/15/23

*SAPS Military Reception
12/15/23*

<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 then 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>12/15/23</u></p> <p>Scheduled Meeting Date: _____</p> <p>Date Approved by Staff: _____</p> <p>Date on Council Agenda: _____</p> <p>Notification Sent to Event Representative of Council Meeting: _____</p>
<p><input type="checkbox"/> Approved on: _____ <input type="checkbox"/> Denied on: _____</p> <p>Notification Sent to Event Representative of Council Approval/Denial on: _____</p>	

STAFF REVIEW SECTION

Police Department: _____

APPROVED DENIED DATE: _____ INITIALS: _____

Fire Department: _____

APPROVED DENIED DATE: _____ INITIALS: _____

Public Works: _____

APPROVED DENIED DATE: _____ INITIALS: _____

Maintenance Department: _____

APPROVED DENIED DATE: _____ INITIALS: _____

Marketing/Communications: _____

APPROVED DENIED DATE: _____ INITIALS: _____

OFFICE USE ONLY

Event Name: SAPES Military Reception

Event Date: 12/15/23

12/15/23

<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 then 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>05/09/23</u></p> <p>Scheduled Meeting Date: _____</p> <p>Date Approved by Staff: _____</p> <p>Date on Council Agenda: _____</p> <p>Notification Sent to Event Representative of Council Meeting: _____</p>
<p><input type="checkbox"/> Approved on: _____ <input type="checkbox"/> Denied on: _____</p> <p>Notification Sent to Event Representative of Council Approval/Denial on: _____</p>	

STAFF REVIEW SECTION

Police Department: _____

APPROVED DENIED DATE: _____ INITIALS: _____

Fire Department: FD has no issues, Practice fire safety, if you drink please have a plan.

APPROVED DENIED DATE: 10 May 2023 INITIALS: Lloyd J Stinson III

Digitally signed by Lloyd J Stinson III
DN: cn=Lloyd J Stinson III,
o=Bellevue Fire, ou=City of Bellevue,
email=ljstinson@bellevue.net, c=US
Date: 2023.05.10 09:24:20 -0700

Public Works: _____

APPROVED DENIED DATE: _____ INITIALS: _____

Maintenance Department: _____

APPROVED DENIED DATE: _____ INITIALS: _____

Marketing/Communications: _____

APPROVED DENIED DATE: _____ INITIALS: _____

OFFICE USE ONLY

Event Name: SAPES Military Reception

Event Date: 05/19/23

05/19/23

CHECKLIST (FOR USE BY CITY PERSONNEL ONLY)	EVENT INFORMATION (FOR USE BY CITY PERSONNEL ONLY) Completed application/documentation to be sent to city staff prior to meeting. Meeting will then be scheduled with all city staff and a representative of the event.
<input checked="" type="checkbox"/> Application <input type="checkbox"/> Event Map <input type="checkbox"/> Insurance Certificate	Date Received by City Clerk's Office: <u>05/09/23</u> Scheduled Meeting Date: _____ Date Approved by Staff: _____ Date on Council Agenda: _____ Notification Sent to Event Representative of Council Meeting: _____
<input type="checkbox"/> Approved on: _____ <input type="checkbox"/> Denied on: _____ Notification Sent to Event Representative of Council Approval/Denial on: _____	

STAFF REVIEW SECTION

Police Department: Situational awareness

APPROVED DENIED DATE: 05/10/23 INITIALS: R.T.

Fire Department: _____

APPROVED DENIED DATE: _____ INITIALS: _____

Public Works: 4-8' tables provided as requested

APPROVED DENIED DATE: 5/11/23 INITIALS: JRP

Maintenance Department: Special event cleaning, fresh cans provided as requested

APPROVED DENIED DATE: 5/11/23 INITIALS: JRP

Marketing/Communications: _____

APPROVED DENIED DATE: _____ INITIALS: _____

Jenny Meyer

From: Jenny Meyer
Sent: Wednesday, May 10, 2023 4:54 PM
To: Kathy Kaiser
Cc: Jason Poole; Jeff Davis; Craig Maue; Erin Clifford; Niccy Cook; Lt Rob Thomason (thomasonr@bellevillepolice.org); Lloyd Stinson; Jason Rumpf; Charlie Hoepker
Subject: SAFB Military Reception

Kathy:

Staff reviewed your request for the SAFB Military Reception.

Below is a synopsis for your records.

Event:

- SAFB Military Reception
- Friday, May 19, 2023
- 530pm to 630pm
- City Hall Atrium (alcohol to be served)

Public Works:

- 4 – 8' tables delivered on Friday, May 19, 2023

Maintenance:

- Trash cans from basement brought up by 4:00pm Friday, May 19th
- Clean Atrium week of event
- Clean bathrooms before/after event on Friday, May 19th

Police Department:

- Situational awareness

Fire Department:

- Situational awareness

Marketing/PR:

- Situational awareness

This will go before Council for their decision on Monday, May 15, 2023 at 7:00pm, City Hall Council Chambers, 101 South Illinois Street, Belleville, Illinois.

Any questions, please do not hesitate to contact me.

Best,

Jenny

Jennifer Gain Meyer, MS, LEHP
City Clerk



OFFICE USE ONLY

Name of Event: Bishop Janssen Center Dedication
Date of Event: Mon 06/05/23

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): Diocese of Belleville

Name of Event: Bishop Janssen Center Dedication

Monday

Date of Event: June 5th, 2023 Event Starting Time: 1:00 pm Event Ending Time: 3:00 pm

Street Closure Time: 10:00 am Street Re-Open Time: 5:00 pm

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

Name	Address	Phone	Email
John Coers	222 S 3rd St. Belleville	618-233-1090	jcoers@diobelle.org

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

Describe the event in detail:

Dedication of building at 224 W. Garfield St. Belleville by the Belleville Diocese. There would be between 50-100 people for the event and we would like to close 1/2 of the block on Garfield that is in front of the office building and the rear entrance to the Cathedral.

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

1/2 of the block in front of 224 W. Garfield. (map attached)

OFFICE USE ONLY

Name of Event: Bishop Janssen Chr. Adctm
Date of Event: Mon 060523

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

Yes, 1/2 of the block in front of 224 W. Garfield St.

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

Does this event require any of the following?

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

Comments or Additional Request(s): _____

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

John Coers
Signature of Person Making Application

John Coers
Printed Name of Person Making Application

222 S. 3rd St. Belleville, IL. 62220
Mailing Address

618-900-1087
Phone Number

jcoers@diobelle.org
E-mail

DATE OF APPLICATION: _____

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

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

OFFICE USE ONLY

Event Name: Richard Janssen Chr Dechm
Event Date: Mon 06/15/23

CHECKLIST (FOR USE BY CITY PERSONNEL ONLY)	EVENT INFORMATION (FOR USE BY CITY PERSONNEL ONLY) Completed application/documentation to be sent to city staff prior to meeting. Meeting will then be scheduled with all city staff and a representative of the event.
<input checked="" type="checkbox"/> Application <input type="checkbox"/> Event Map <input type="checkbox"/> Insurance Certificate	Date Received by City Clerk's Office: <u>05/22/23</u> Scheduled Meeting Date: _____ Date Approved by Staff: _____ Date on Council Agenda: <u>05/15/23</u> Notification Sent to Event Representative of Council Meeting: <u>05/22/23</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: _____

APPROVED DENIED DATE: _____ INITIALS: _____

Fire Department: _____

APPROVED DENIED DATE: _____ INITIALS: _____

Public Works: _____

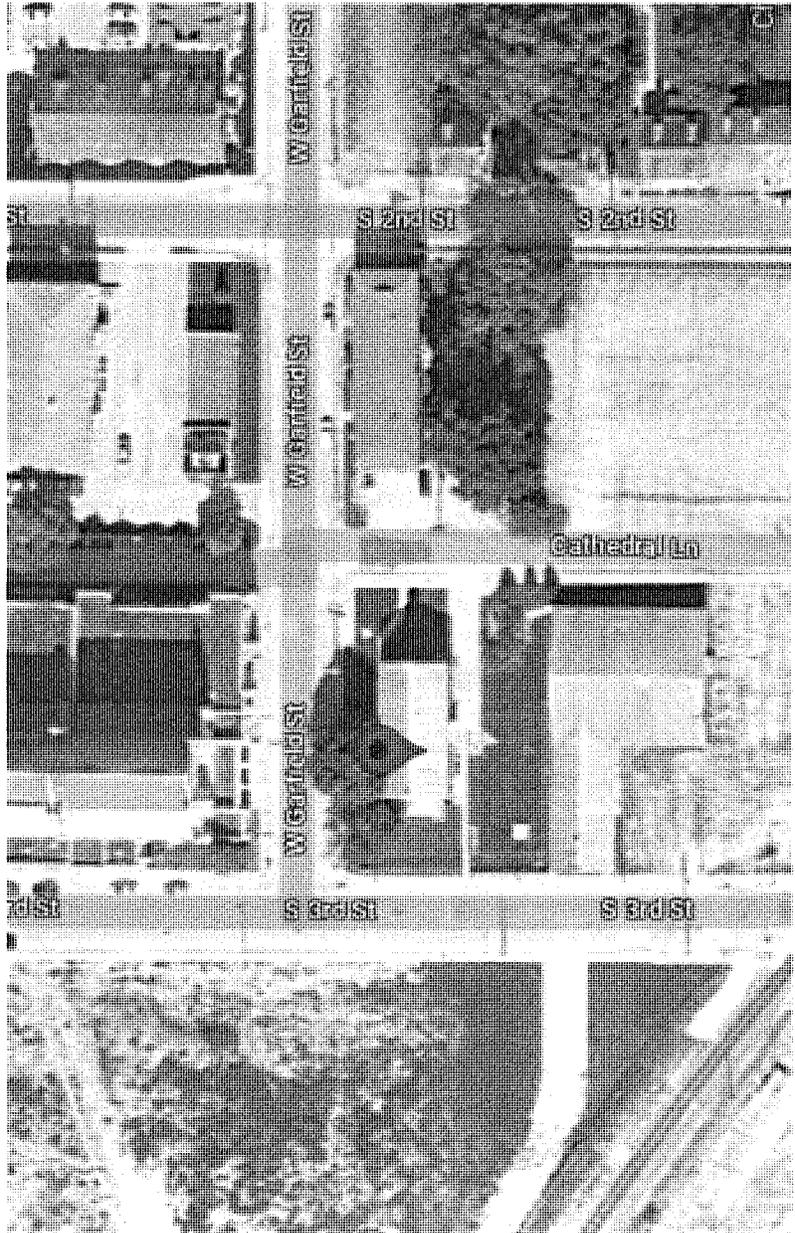
APPROVED DENIED DATE: _____ INITIALS: _____

Maintenance Department: _____

APPROVED DENIED DATE: _____ INITIALS: _____

Marketing/Communications: _____

APPROVED DENIED DATE: _____ INITIALS: _____



Jenny Meyer

From: Jenny Meyer
Sent: Friday, May 12, 2023 4:01 PM
To: John Coers
Cc: Jason Poole; Craig Maue; Jeff Davis; Lt Rob Thomason (thomasonr@bellevillepolice.org); mattinglyc@bellevillepolice.org; Kathy Kaiser; Lloyd Stinson; Jason Rumpf; Erin Clifford; Niccy Cook
Subject: Bishop Janssen Center Dedication

John:

Thanks for your submission for the upcoming Bishop Janssen Center Dedication.

Below is a synopsis of the Event:

Event:

- Bishop Janssen Center Dedication
- Monday, June 5, 2023
- 1:00pm to 3:00pm
- 224 West Garfield

Street Closure:

- Half block in front of 224 West Garfield (between Cathedral Lane and South 3rd Street)
- 10:00am to 5:00pm

Public Works:

- Deliver barricades by morning of Monday, June 5, 2023; pick-up barricades Tuesday, June 6, 2023
- Organizers responsible for closing/opening street at approved times and returning barricades to their drop-off location for pick-up

Police Department:

- Situational awareness

Fire Department:

- Situational awareness

Maintenance Department:

- Situational awareness

Marketing/PR:

- 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)

Your request will go to City Council for final decision on Monday, May 15, 2023, 7:00pm, City Hall, Council Chambers, 101 South Illinois Street, Belleville, Illinois 62220.

RESOLUTION NO. 3481

RESOLUTION AUTHORIZING THE REDEMPTION AND PAYMENT OF ALL THE CITY'S OUTSTANDING GENERAL OBLIGATION REFUNDING BONDS, SERIES 2012 AND CERTAIN OTHER ACTIONS IN CONNECTION THEREWITH.

WHEREAS, the City of Belleville, St. Clair County, Illinois (the "City"), pursuant to an ordinance adopted by the City Council of the City (the "City Council") on November 19, 2012 (the "Series 2012 Ordinance"), issued \$6,915,000 original principal amount of General Obligation Refunding Bonds, Series 2012 (the "Series 2012 Bonds"); and

WHEREAS, the Series 2012 Bonds are outstanding in the aggregate principal amount of \$3,005,000 and the City desires to redeem and pay all the outstanding Series 2012 Bonds; and

WHEREAS, the City intends to use proceeds of the City's sale tax to redeem and pay the Series 2012 Bonds.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BELLEVILLE, ST. CLAIR COUNTY, ILLINOIS, AS FOLLOWS:

Section 1. Redemption of Series 2012 Bonds. The outstanding Series 2012 Bonds are hereby called for redemption and payment prior to maturity on July 1, 2023 or as soon as possible after providing notice to owners of the Series 2012 Bonds required by the Series 2012 Ordinance (the "Redemption Date"). The Series 2012 Bonds shall be redeemed at the principal payment office of UMB Bank, N.A., as paying agent for the Series 2012 Bonds (the "Paying Agent"), by the payment on the Redemption Date of the principal thereof, together with any accrued interest thereon to the Redemption Date. The City Council hereby authorizes the Mayor, Finance Director or City Treasurer of the City to cause notice of the call for redemption and payment of the Series 2012 Bonds to be given in the manner provided in the Series 2012 Ordinance. The officers of the City and the Paying Agent are hereby authorized and directed to take such other action as may be necessary in order to effect the redemption and payment of the Series 2012 Bonds as herein provided.

Section 2. Appropriation of Money. The City Council hereby approves and appropriates sales tax proceeds collected by the City in an amount sufficient to redeem and pay the Series 2012 Bonds and pay legal, financial and other costs of redeeming the Series 2012 Bonds.

Section 3. Further Authority. The officers, agents and employees of the City, including the Mayor, City Clerk, City Treasurer and Finance Director of the City, are authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Resolution.

Section 4. Effective Date. This Resolution shall take effect and be in full force immediately after its passage by the City Council.

PASSED by the City Council of the City this 15th day of May, 2023.

Mayor of the City of Belleville,
St. Clair County, Illinois

(Seal)

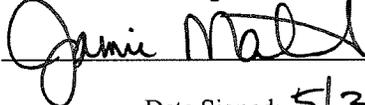
ATTEST:

City Clerk of the City of Belleville,
St. Clair County, Illinois

REQUEST FOR SUPPLEMENTAL AMENDMENT - BUDGET – 2023-2024

DEPARTMENT/ DIVISION	ACCOUNT NUMBER (LINE ITEM)	LINE ITEM DESCRIPTION	ORIGINAL BUDGETED AMOUNT	AMOUNT OF TRANSFER	REVISED BUDGETED AMOUNT
Police	01-51-56300	Training	82,400	+61,550	143,950
	01-51-65210	Range Supplies	18,000	+19,100	37,100
	01-51-92200	Emergency Services Team	15,500	+9,000	24,500
Administration	01-50-83000	Equipment	60,000	+140,000	200,000
Fire	01-52-54900	Other Professional Services	135,267	+2,000	137,267
Health & Housing	01-61-54900	Other Professional Services	120,000	+311,300	431,300
Parks & Recreation	07-00-89000	Other Improvements	0	+15,300	15,300
Fountain Fund	14-00-89000	Other Improvements	0	+16,100	16,100
ARPA Fund	19-00-89000	Other Improvements	100,000	+1,009,000	1,109,000
TIF 3	38-00-51100	Maintenance Service – Building	618,000	+353,500	971,500
	38-00-84000	Vehicles	2,440,800	+155,640	2,596,440
	38-00-89000	Other Improvements	2,541,000	+38,650	2,579,650
Police Trust	71-00-83000	Equipment	0	+138,000	138,000

Reason for amendments: Encumbrances April 30, 2023

Department Head Signature: <hr/> Date Signed: _____	Finance Director Signature:  Date Signed: <u>5/3/23</u>	City Treasurer Signature:  Date Signed: <u>5/5/23</u>
--	--	--

Completed By:	J. Maitret	Date Completed:	5-3-23	Entered By:		Date Entered:	
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RESOLUTION NO. 3482

A RESOLUTION AMENDING THE ANNUAL BUDGET OF THE CITY OF BELLEVILLE, ILLINOIS FOR THE FISCAL YEAR BEGINNING ON THE FIRST DAY OF MAY 2023 AND ENDING ON THE 30TH DAY OF APRIL, 2024.

WHEREAS, the City of Belleville has passed an ordinance establishing the annual budget for the City of Belleville, Illinois for the fiscal year beginning May 1, 2023 and ending April 30th, 2024; and,

WHEREAS, 65 ILCS 5/8-2-9.6 provides that by a 2/3 vote of the members of the corporate authorities then holding office, the annual budget for the municipality may be revised by deleting, adding to, changing or creating subclasses within object classes and object classes themselves; and,

WHEREAS, it is necessary that said annual budget be amended.

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

Section 1. The annual budget is hereby amended by changing the amounts budgeted in accounts shown on Exhibit “A” attached hereto from the figure shown under the column titled “Original Budgeted Amount” to the figure shown under the column “Revised Budgeted Amount”. The source of funds for these additions is explained on Exhibit “A”.

PASSED by 2/3 vote of the City Council of the City of Belleville, Illinois on the 15th day of May, 2023 on the following roll call vote:

	<u>AYE</u>	<u>NAY</u>
Bryan Whitaker	_____	_____
Lillian Schneider	_____	_____
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 16th day of May, 2023.

PATTY GREGORY, MAYOR

ATTEST:

JENNIFER GAIN MEYER, CITY CLERK

Resolution No. 3476

A RESOLUTION OF SUPPORT FOR SUBMISSION OF A METRO EAST PARKS AND RECREATION DISTRICT FY23 COMMUNITY PLANNING GRANT PROGRAM APPLICATION

WHEREAS, the City of Belleville is applying to the Metro East Park & Recreation District, for FY23 Community Planning Grant Program funds for the Bicycle and Pedestrian Master Plan; and,

WHEREAS, it is necessary that an application be made and agreements entered into with the Metro East Park & Recreation District.

NOW THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. That the City of Belleville apply for a grant under the terms and conditions of the Metro East Park & Recreation District and shall enter into and agree to the understandings and assurances in said applications;
2. That the chief municipal officials on behalf of the city/township execute such documents and all other documents necessary for the carrying out of said application; and
3. That the chief municipal officials are authorized to provide such additional information as may be required to accomplish the obtaining of such grant.

Passed this 15th day of May, 2023.

	<u>AYE</u>	<u>NAY</u>
Bryan Whitaker	_____	_____
Lillian Schneider	_____	_____
Carmen Duco	_____	_____
Jamie Eros	_____	_____
Kent Randle	_____	_____
Scott Ferguson	_____	_____
Johnnie Anthony	_____	_____
Raffi Ovian	_____	_____
Ed Dintelman	_____	_____
Michelle "Shelley" Schaefer	_____	_____
Chris Rothweiler	_____	_____
Mary Stiehl	_____	_____
Phil Elmore	_____	_____
Dennis Weygandt	_____	_____
Nora Sullivan	_____	_____
Kara Osthoff	_____	_____

APPROVED by the Mayor of the City of Belleville, Illinois this 16th day of May, 2023.

Mayor Patty Gregory

ATTEST:

Jennifer Gain-Meyer, City Clerk

ORDINANCE NO. 9122-2023

A ZONING ORDINANCE IN RE CASE #02-JAN23-
Lisa & Robert Diserens

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

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

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

Whereas, a request has been filed for a Special Use Permit to operate an Air BNB at 410-412 East C Street (08-22.0-323-004) located in the A-1, Single Family Residential District. (Applicable section of the zoning code: 162.094, 162.515) Ward 2.

Whereas, a public hearing was held on January 26, 2023 before the City's Zoning Board of Appeals which has issued its advisory report.

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

Section 1. That the request for a Special Use Permit to operate an Air BNB at 410-412 East C Street (08-22.0-323-004) located in the A-1, Single Family Residential District is hereby granted **in the name of the applicant only**. (Applicable section of the zoning code: 162.094, 162.515) Ward 2.

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 15th day of May, 2023 on the following roll call vote:

	<u>AYE</u>	<u>NAY</u>
Bryan Whitaker	_____	_____
Lillian Schneider	_____	_____
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 16th day of May, 2023.

PATTY GREGORY, MAYOR

ATTEST:

JENNIFER GAIN MEYER, CITY CLERK

ORDINANCE NO. 9151-2023

A ZONING ORDINANCE IN RE CASE #13-APR23-
William F. Frerichs

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 map amendment to rezone the property commonly known as 312 Sahlender Street (08-17.0-511-004, 005, 006) from “A-1” Single-Family Residence District to “D-1” Light Industry District. (Applicable section of the zoning code: 162.590) Ward 3.

Whereas, a public hearing was held on April 27, 2023 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 map amendment to rezone the property commonly known as 312 Sahlender Street (08-17.0-511-004, 005, 006) from “A-1” Single-Family Residence District to “D-1” Light Industry District is hereby approved. (Applicable section of the zoning code:162.590) Ward 3.

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 15th day of May, 2023 on the following roll call vote:

	<u>AYE</u>	<u>NAY</u>
Bryan Whitaker	_____	_____
Lillian Schneider	_____	_____
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 16th day of May, 2023.

PATTY GREGORY, MAYOR

ATTEST:

JENNIFER GAIN MEYER, CITY CLERK

ORDINANCE NO. 9152-2023

A ZONING ORDINANCE IN RE CASE #14-APR23-

Janice Pittman

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

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

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

Whereas, a request has been filed for a Special Use Permit to operate an AirBnB at 8115 West Main Street (07-01.0-114-064) located in a "A-1" Single-Family Residence District. (Applicable sections of the city and zoning code: 34.043, 154.15, 154.46, 154.49, 162.094, 162.515) Ward 4.

Whereas, a public hearing was held on April 27, 2023 before the City's Zoning Board of Appeals which has issued its advisory report.

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

Section 1. That the request for a Special Use Permit to operate an AirBnB at 8115 West Main Street (07-01.0-114-064) located in a "A-1" Single-Family Residence District is hereby granted **in the name of the applicant only**. (Applicable sections of the city and zoning code: 34.043, 154.15, 154.46, 154.49, 162.094, 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 15th day of May, 2023 on the following roll call vote:

	<u>AYE</u>	<u>NAY</u>
Bryan Whitaker	_____	_____
Lillian Schneider	_____	_____
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 16th day of May, 2023.

PATTY GREGORY, MAYOR

ATTEST:

JENNIFER GAIN MEYER, CITY CLERK

ORDINANCE NO. 9153-2023

A ZONING ORDINANCE IN RE CASE #15-APR23-

Jodie Ferguson

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 outdoor dining/seating at 732 South Illinois Street, Suite B (08-28.0-234-004) located in a "D-1" Light Industry District. (Applicable sections of the city and zoning code: 118.01, 162.307, 162.515) Ward 6.

Whereas, a public hearing was held on April 27, 2023 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 outdoor dining/seating at 732 South Illinois Street, Suite B (08-28.0-234-004) located in a "D-1" Light Industry District is hereby granted **in the name of the applicant only**. (Applicable sections of the city and zoning code: 118.01, 162.307, 162.515) Ward 6.

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 15th day of May, 2023 on the following roll call vote:

	<u>AYE</u>	<u>NAY</u>
Bryan Whitaker	_____	_____
Lillian Schneider	_____	_____
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 16th day of May, 2023.

PATTY GREGORY, MAYOR

ATTEST:

JENNIFER GAIN MEYER, CITY CLERK

ORDINANCE NO. 9154-2023

A ZONING ORDINANCE IN RE CASE #16-APR23-

Jodie Ferguson

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 732 South Illinois Street, Suite B (08-28.0-234-004) located in a "D-1" Light Industry District. (Applicable sections of the zoning code: 162.308, 162.515) Ward 6.

Whereas, a public hearing was held on April 27, 2023 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 732 South Illinois Street, Suite B (08-28.0-234-004) located in a "D-1" Light Industry District is hereby granted **in the name of the applicant only**. (Applicable sections of the zoning code: 162.308, 162.515) Ward 6.

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 15th day of May, 2023 on the following roll call vote:

	<u>AYE</u>	<u>NAY</u>
Bryan Whitaker	_____	_____
Lillian Schneider	_____	_____
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 16th day of May, 2023.

PATTY GREGORY, MAYOR

ATTEST:

JENNIFER GAIN MEYER, CITY CLERK

ORDINANCE NO. 9155-2023

A ZONING ORDINANCE IN RE CASE #17-APR23-
Guy & Becky Venuti

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

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

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

Whereas, a request has been filed for a Special Use Permit to operate an AirBnB at 616 East Garfield Street (08-27.0-134-014) located in a "A-1" Single-Family Residence District. (Applicable sections of the city and zoning code: 34.043, 154.15, 154.46, 154.49, 162.094,162.515) Ward 6.

Whereas, a public hearing was held on April 27, 2023 before the City's Zoning Board of Appeals which has issued its advisory report.

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

Section 1. That the request for a Special Use Permit to operate an AirBnB at 616 East Garfield Street (08-27.0-134-014) located in a "A-1" Single-Family Residence District is hereby granted **in the name of the applicant only**. (Applicable sections of the city and zoning code: 34.043, 154.15, 154.46, 154.49, 162.094, 162.515) Ward 6.

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 15th day of May, 2023 on the following roll call vote:

	<u>AYE</u>	<u>NAY</u>
Bryan Whitaker	_____	_____
Lillian Schneider	_____	_____
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 16th day of May, 2023.

PATTY GREGORY, MAYOR

ATTEST:

JENNIFER GAIN MEYER, CITY CLERK

ORDINANCE NO. 9156-2023

**A ZONING ORDINANCE IN RE CASE #18-APR23-
Ashland Storage Centers East**

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

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

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

Whereas, a request has been filed for a Special Use Permit to expand and operate the existing self-storage facility with outdoor operations at 653 Carlyle Avenue (08-23.0-305-020) located in a "C-2" Heavy Commercial District. (Applicable sections of the zoning code: 162.248, 162.515) Ward 7.

Whereas, a public hearing was held on April 27, 2023 before the City's Zoning Board of Appeals which has issued its advisory report.

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

Section 1. That the request for a Special Use Permit to expand and operate the existing self-storage facility with outdoor operations at 653 Carlyle Avenue (08-23.0-305-020) located in a "C-2" Heavy Commercial District is hereby granted. (Applicable sections of the zoning code: 162.248, 162.515) Ward 7.

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 15th day of May, 2023 on the following roll call vote:

	<u>AYE</u>	<u>NAY</u>
Bryan Whitaker	_____	_____
Lillian Schneider	_____	_____
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 16th day of May, 2023.

PATTY GREGORY, MAYOR

ATTEST:

JENNIFER GAIN MEYER, CITY CLERK

VENDOR #	NAME	DEPT.	AMOUNT
=====			
13	MOTOR FUEL TAX FUND		
194	BEELMAN LOGISTICS LLC	13-00	428.26
3727	OATES ASSOCIATES, INC.	13-00	610.00
486	HANK'S EXCAVATING & LANDSCAPING,	13-00	34,338.67
623	KILIAN CORP., THE	13-00	179,929.40
6429	ROOTERS AMERICAN MAINTENANCE INC.	13-00	62,903.52
CO075	CONCRETE SUPPLY OF ILLINOIS	13-00	2,783.00
EL001	ELECTRICO, INC.	13-00	1,861.46
GO028	GONZALEZ COMPANIES, LLC	13-00	937.50
	**TOTAL		283,791.81

13	MOTOR FUEL TAX FUND	GRAND TOTAL	283,791.81