



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

MONDAY, SEPTEMBER 18, 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 ALDERPERSONS

3. ROLL CALL DEPARTMENT HEADS

4. PLEDGE OF ALLEGIANCE

5. PUBLIC HEARING

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

7. PRESENTATIONS, RECOGNITIONS & APPOINTMENTS

7-A. Mayor Gregory will read a proclamation for Rail Safety Week.

7-B. Motion to approve Mayor Gregory's appointment of Scott Saeger to Engineer effective immediately, pursuant to 10-2.104 of the Illinois Municipal Code (65 ILCS 5/10-2.1-4) and Section 33.041(C) of the City's Revised Code of Ordinances

8. APPROVAL OF MINUTES

8-A. Motion to approve City Council Meeting Minutes of September 5, 2023

9. CLAIMS, PAYROLL AND DISBURSEMENTS

- 9-A. Motion to approve claims and disbursements in the amount of **\$1,421,482.74** payroll in the amount of **\$1,000,952.49**

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 COMMITTEE**

- 11-A(1). Motion to waive formal bidding procedures and utilize Sourcewell Cooperative to purchase one (1) new 2024 Freightliner M2 31cu yd sideloader automated Sanitation truck from Elliott Equipment in the amount of \$325,700.00
- 11-A(2). Motion to waive formal bidding procedures and utilize Sourcewell Cooperative to purchase one (1) new Vermeer BC1800XL woodchipper from Vermeer Midwest in the amount of \$84,982.00 (Street Department)
- 11-A(3). Motion to waive formal bidding procedures and utilize Sourcewell Cooperative to purchase one (1) new Falcon 4-ton Transporter Hot Box from CMV Equipment in the amount of \$37,013.00 plus shipping (estimated at \$1,731) (Street Department)

11-B. MOTION FROM **ORDINANCE & LEGAL REVIEW**

- 11-B(1). Motion to Amend Title IX (General Regulations), Chapter 90 (Animal Control) by Adding Sections 90.60 through 90.72 (Urban Chickens) and Amending Section 90.06 (Animal Care)

11-C. MOTIONS FROM **ADMINISTRATION**

- 11-C(1). Motion to approve an amendment to the Community Development Block Grant Cooperation Agreement with St. Clair County for three program years 2024, 2025 and 2026
- 11-C(2). Motion to approve an Agreement with Bi-State Development Agency of the Missouri-Illinois Metropolitan District for the Adopt-A-Stop program

12. COMMUNICATIONS

12-A. **BELLEVILLE MARATHON – 09/30/2023**

Request from Belleville Marathon to close South 95th Street from West Main to entrance of Signal Hill Blvd, Saturday, September 30, 2023, 7:00am to 9:00am – allowing area for residents travelling northbound to make U-turn to exit towards Foley Drive. Organizers to contact residents and Stookey Township.

12-B. **RUMMAGEPALOOZA – 10/14/2023**

Request from Tapestry of Community Offerings (TOCO) to host Rummagepalooza 2023, Saturday, October 14, 2023, 10:00am to 4:00pm. Street closure request: City Parking Lot at 10th & West Main Street, 8:00am to 6:00pm. Additional City service: picnic tables and trash toters.

12-C. **EAST D STREET BLOCK PARTY – 10/14/2023**

Request from neighborhood to host East “D” Street Block Party, Saturday, October 14, 2023, 2:00pm to 7:00pm. Street closure request: 2100 block of East “D” Street, 2:00pm to 7:00pm.

13. PETITIONS

14. RESOLUTIONS

14-A. **RESOLUTION 3490**

A Resolution of Support for the Illinois Safe Routes to School Program Royal Heights Road Pedestrian Upgrades

15. ORDINANCES

15-A. ORDINANCE 9189-2023

An Ordinance Amending Title IX (General Regulations), Chapter 90 (Animal Control) of the Revised Code of Ordinances of the City of Belleville, Illinois, as Amended, by Adding Sections 90.60 through 90.72 (Urban Chickens) and Amending Section 90.06 (Animal Care)

16. UNFINISHED BUSINESS

17. MISCELLANEOUS & NEW BUSINESS

17-A. Motor Fuel Claims in the Amount of **\$227,882.39**

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.

Proclamation

- WHEREAS,** *Rail Safety Week* is to be held across the U.S. from September 18 to 24, 2023; and
- WHEREAS,** 2,194 rail grade crossing collisions resulted in 803 personal injuries and were responsible for 274 fatalities in the United States during 2022; and
- WHEREAS,** 1,208 pedestrian trespassing casualties have occurred in the United States resulting in 658 pedestrians being killed and another 550 injured while trespassing on railroad property right of ways during 2022; and
- WHEREAS,** educating and informing the public about rail safety, reminding the public that railroad right of ways are private property, enhancing public awareness of the dangers associated with highway-rail grade crossings, ensuring pedestrians and motorists are looking and listening while near railways, and obeying established traffic laws will reduce the number of avoidable fatalities and injuries caused by incidents involving trains and citizens; and
- WHEREAS,** the International Association of Chiefs of Police, National Operation Lifesaver, United States Department of Transportation, and all local, state, county, and railroad law enforcement officers, first responders, and railroad corporations commit to partnering together in an effort to educate at a national level all aspects of railroad safety, to enforce applicable laws in support of National Rail Safety Week.

NOW, THEREFORE, I, Patty Gregory, Mayor of the City of Belleville, Illinois do hereby proclaim **September 18th to 24th, 2023**, as **National Rail Safety Week** in the City of Belleville, and I encourage all citizens to recognize the importance of rail safety education.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Belleville to be affixed, this 18th day of September 2023.

Pride in the Past ... Promise for the Future

Patty Gregory
Patty Gregory, Mayor
Dated this 18th day of September 2023



**CITY OF BELLEVILLE, ILLINOIS
COUNCIL MEETING MINUTES
COUNCIL CHAMBERS – CITY HALL
Tuesday, September 5, 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 Anthony, Alderperson Ovian, Alderperson Dintelman, Alderperson Schaefer, Alderperson Stiehl, Alderperson Rothweiler, Alderperson Elmore, Alderperson Weygandt, Alderperson Sullivan, Alderperson Osthoff.

Excused: Alderperson Ferguson

ROLL CALL DEPARTMENT HEADS

City Clerk Gain Meyer called roll of Department Heads: City Treasurer, Sarah Biermann; City Attorney Hoerner; Police Chief, Matt Eiskant; Fire Chief, Stephanie Mills; Director of Wastewater, Randy Smith; Library Director, Leander Spearman; Director of IT, Eric Walls; Interim City Engineer, Scott Saeger; Director of Health, Housing & Building, Scott Tyler; Director of Economic Development, Planning & Zoning, Clifford Cross; Director of Human Resources, William Clay; Finance Director, Jamie Maitret; Director of Maintenance, Mike Schaefer; Director of Recreation, Don LaChance

Excused: Director of Public Works, Jason Poole; Director of Communications & PR, Kathy Kaiser.

PLEDGE

PUBLIC HEARING

None.

PUBLIC PARTICIPATION

Bill Clay: This morning I received a phone call from Mayor Gregory alerting me to the following rumors. Alderperson Raffi Ovian called Chief Eiskant and wanted to know how he got along with Chief Clay, his former boss. Alderperson Ovian said I was going to run for mayor and my first business would be to fire the Police Chief. The Mayor also informed me of a call or conversation she had with Alderperson Rothweiler. He claimed that a retired firefighter told him I was running for mayor. His comments were similar to and in a close time frame to Alderperson Ovian's comments. I told the Mayor I had not heard any of this rumor mongering, but I would be speaking to Chief Eiskant. I met with Chief Eiskant in his office after speaking with the mayor to find out what Alderperson Ovian told him. Chief Eiskant said Alderperson Ovian called him Tuesday, August 29th, at 9:08 am and asked how he got along with his former boss Chief Clay. He told him I was running for mayor and that he would be my first business. I would fire him. Chief Eiskant said this was the first time he heard it. He went on to tell Alderperson Ovian it was nothing but gossip and that he and I got along very well. Chief Eiskant told Alderperson Ovian he shouldn't put any stock into it. Chief Eiskant concluded that he didn't think I had any interest in being the Mayor of Belleville. Chief Eiskant said he did inform Mayor Gregory of

Aldersperson Ovian's comments at a later time. I chose to address this matter during public participation because these rumors were spread by Council members. There are no truths in them. They are lies, and nothing more. Aldersperson Ovian could have contacted me if he wanted to do so, but he did not. Instead, he opted to advance these insidious divisive lies to the Chief of Police and probably others. What was the legitimate purpose in conveying this gossip, this lie to Chief Eiskant? What he told Chief Eiskant was a lie and to be clear, if Aldersperson Ovian is the original source than he is a liar. Aldersperson Rothweiler claimed to Mayor Gregory the information came from a retired firefighter and he was either not at liberty or unwilling to divulge the person's name. But like Aldersperson Ovian he chose to advance this rumor which is a lie. Gossip and rumors prosper in secrecy and darkness, that's how they gain so much influence and power over people and situations. I am at a disadvantage; we are at a disadvantage in assessing the character and truthfulness of an anonymous source. And yet this anonymous source was able to promote a lie via a City Council Member. I am asking that going forward we strive as Council Members and City Staff to be mutually considerate and respectful of each other.

Raffi Ovian: I'm going to apologize to you right now, but I won't apologize to you, but I am going to say what's on my mind. Ladies and gentlemen of the Council all I did was I went ahead and brought to Chief Eiskant's attention I said was there any truth to the rumor that you will be replaced which can only happen when next election comes about, and it cannot happen unless the City Council removes Chief Eiskant. I won't let that happen. I'm a very big fan of Chief Eiskant and to bring this about tonight Patty and Bill Clay; this is character assassination. I do a lot more for my Ward than you have ever done for the City Patty or Bill Clay has and I hate to say that. I really do cause I backed you when you ran for election; I gave you money; I knocked doors but you're not transparent nor is Bill Clay. So, if you want to do this then let's get it on.

PRESENTATIONS, RECOGNITIONS & APPOINTMENTS

Mayor Gregory recognized the character word of the month "RESPECT" meaning showing regard for self, others, property, and those in authority.

Aldersperson Anthony made a motion second by Aldersperson Eros to approve Mayor Gregory's appointment of Curt Lougeay to Deputy Fire Chief effective September 6, 12:01am, pursuant to 10-2.104 of the Illinois Municipal Code (65 ILCS 5/10-2.1-4) and Section 33.041(C) of the City's Revised Code of Ordinances

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

Members voting nay on roll call: Schneider (1)

Motion carries 14:1

APPROVAL OF MINUTES

Aldersperson Eros made a motion second by Aldersperson Schneider to approve the City Council Meeting and Executive Session Minutes of August 21, 2023.

All members present voted aye.

Motion carries.

CLAIMS, PAYROLL AND DISBURSEMENTS

Aldersperson Schaefer made a motion second by Aldersperson Eros to approve claims and disbursements in the amount of **\$2,241,706.41** and payroll in the amount of **\$955,358.58**.

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

Motion carries.

REPORTS

Aldersperson Rothweiler made a motion second by Aldersperson Eros to approve Treasurer Report of July 2023 and a motion to approve Statement of Cash and Investments Report – July 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

STREETS & GRADES

Aldersperson Randle made the following motions second by Aldersperson Schaefer:

Motion to approve a contract with Oates Associates in the amount of \$88,546.00 for Engineering Services for State Street sidewalk from Lake Shore Drive to Roosevelt Elementary School (TIF 3).

Motion to approve a contract with Lochmueller Group in the amount of \$16,900.00 for Construction Inspection of Susann Court between North Park and South Park (ARPA)

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

Motion carries.

ZONING BOARD OF APPEALS

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

30-AUG23 TZION’S HAVEN HOUSE AND CHRISTIAN CENTER FOR YOUTH: Request for a Use Variance to establish and operate a NFP tutoring, mentoring, and youth support center at 6024 West Main Street (07-12.0-219-048) located in a “C-2” Heavy Commercial District (Applicable sections of the Zoning Code: 162.247, 162.248, 162.570) Ward 8. *Zoning Board of Appeals*

recommended APPROVAL, in the Name of the Applicant Only, with a vote of 5-0.

Aldersperson Ovian: I have a question. The program is going to go ahead and commence from 4 to 8 after school and there is no bus to pick up the children. I know we have this situation at St. Mary's, they have an alternative school and have kids basically in the neighborhood and they can't control them. What happens if we have the same situation?

Director of Economic Development Cross: I think that's why we are here with this particular request as indicated during the ZBA case. In the public hearing portion, some of those issues were addressed as part of that marking the hours of operation. Things like that were considered by the Board of Appeals. I think the issue for us is that this is really a unique use and not defined in the Code; therefore, it is expressly prohibited. So based on staff recommendation we advised them that if it's a use not defined in the Code then technically, they are eligible to apply for this Use Variance under 162.570. As you know, we have a few different variance types in the Code. We have a Bulk Variance that addresses setbacks, fences, and things like that. Then we have a Use Variance. The Use Variance allows for consideration based upon the testimony during the Public Hearing and questions like that being answered and allows for the opportunity for them to be hashed out. It is my understanding and based on the meeting that night; I think it was over an hour of discussion; those were questions that were addressed. The good thing is now they are part of the record. If they are violated or it becomes an issue, we still have the ability to come back and say you're not meeting the intent of the original Use Variance request; therefore, it's detrimental to the neighborhood and we can evaluate it and consider as we move forward. I guess the short answer is there is no perfect answer all you can do is control what you can control and that is the purpose of the Use Variance, and we have that as part of the record.

All members present voted aye.

Motion carries.

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

31-AUG23 DANIEL HOUK & STACIE SPAUNHORST: Request for a Use Variance to establish a mixed-use residential/commercial development at 123 West Main Street (08-21.0-437-009/014/024) located in a "C-2" Heavy Commercial District. (Applicable sections of the Zoning Code: 162.247, 162.248, 162.570) Ward 2. *Zoning Board of Appeals recommended APPROVAL with a vote of 5-0.*

32-AUG23 BARBARA SWANTNER: Request for a Special Use Permit for a liquor license at 200 Mascoutah Avenue (08-22.0-348-011) 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, in the Name of the Applicant Only, with a vote of 5-0.*

33-AUG23 BARBARA SWANTNER: Request for a Special Use Permit for outdoor dining/seating at 200 Mascoutah Avenue (08-22.0-348-011) located in a "C-2" Heavy Commercial District. (Applicable sections of the City and Zoning Code: 118.01, 162.400, 162.248, 162.515) Ward 7. *Zoning Board of Appeals recommended APPROVAL with a vote of 5-0.*

34-AUG23 BARBARA SWANTNER: Request for a Use Variance to establish a mixed-use

residential/commercial development at 200 Mascoutah Avenue (08-22.0-348-011) located in a “C-2” Heavy Commercial District. (Applicable sections of the Zoning Code: 162.247, 162.248, 162.570) Ward 7. *Zoning Board of Appeals recommended APPROVAL with a vote of 5-0.*

All members present voted aye.

Motion carries.

COMMUNICATIONS

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

OKTOBERFEST - 09/15/2023 and 09/16/2023

Request from Belleville Oktoberfest for street closure change of East Main Street east side of High Street to west side of Church Street and North/South Jackson to parking lot entrances Thursday, September 14, 2023, 5:00pm until Sunday, September 17, 2023, 3:00am

HOWLIN’ HAYRIDE and MOONLIGHT MOVIE – 10/13/2023

Request from Belleville Parks & Recreation Department to host the Howlin’ Hayride and Moonlight Movie, Friday, October 13, 2023, 5:30pm to 10:00pm at Laderman Park with hayride through Walnut Hill Cemetery. Additional City services: Parks Department Personnel and picnic tables.

GINGERBREAD 5K – 12/02/2023

Motion from Parks & Recreation to host Gingerbread Run/Walk 5k, Saturday, December 2, 2023, 8:30am to 11:00am and Kids Fun Run, 8:00am to 8:30am. Street closure request: West Main Street from 4th to 6th Street (east bound lane), 7:30am to 11:00am; 5k route rolling street closure 8:30am to 11:00am. Additional City services requested: barricades, Public Works and Police Personnel, electric, trash cans, and banner across West Main Street prior to event.

HALLOWEEN BLOCK PARTY – 10/28/2023

Request from Bouse Properties to host a Halloween Block Party, Saturday, October 28, 2023, 2:00pm to 11:00pm. Street closure request: One block of North 36th Street between West “A” Street and Marion, 2:00pm to 9:00pm. Additional City services: barricades, “No Parking” signage, trash totes and picnic tables.

BOO TO THE FLU CLINIC/CARNIVAL – 10/14/2023

Request from St. Clair County Health Department to host Boo to the Flu Clinic/Carnival, Saturday, October 14, 2023, 8:00am to 12:30pm. Street closure request: first block of North 1st Street, 7:30am to 1:00pm. Additional City services: barricades and “No Parking” signage.

SELF-CARE YOGA – SUNDAYS 09/10/2023 – 10/15/2023

Request from Belle City Fitness to host Self-Care Yoga, Sundays, September 10th, 17th, 24th and October 1st, 8th and 15th, 9:00am to 10:00am. Use of SE Quadrant of Public Square

GEAR JAMMERS CAR SHOW – 09/10/2023

Request from Belleville Gear Jammers to host their Car Show, Sunday, September 10, 2023, 8:00am to 4:00pm at Crehan’s Irish Pub. City services: barricades

All members present voted aye.

Motion carries.

PETITIONS

None.

RESOLUTIONS

None.

ORDINANCES

Aldersperson Randle made a motion second by Aldersperson Schaefer to read Ordinances 9184, 9185, 9186, 9187 and 9188 by title only.

All members present voted aye.

Motion carries.

ORDINANCE 9184-2023

A ZONING ORDINANCE IN RE CASE #30-AUG23-Tzion's Haven House and Christian Center For Youth

ORDINANCE 9185-2023

A ZONING ORDINANCE IN RE CASE #31-AUG23- Daniel Houk & Stacie Spaunhorst

ORDINANCE 9186-2023

A ZONING ORDINANCE IN RE CASE #32-AUG23-Barbara Swantner

ORDINANCE 9187-2023

A ZONING ORDINANCE IN RE CASE #33-AUG23-Barbara Swantner

ORDINANCE 9188-2023

A ZONING ORDINANCE IN RE CASE #34-AUG23-Barbara Swantner

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

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

Motion carries.

UNFINISHED BUSINESS

None.

MISCELLANEOUS & NEW BUSINESS

Aldersperson Stiehl made a motion second by Aldersperson Rothweiler to pay the Motor Fuel Claims in the Amount of **\$476,323.68**.

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

Motion carries.

Aldersperson Ovian: The first item I want to bring up is when will PayDay Loan Company's sign be taken down it has been 30 days. Can Mr. Tyler respond to that please?

Director of Housing & Building Tyler: Building Commissioner, Steve Thouvenot, has been in contact with them but I have no idea what they worked out.

Aldersperson Ovian: Will that be any time soon?

Director of Housing & Building Tyler: You can call our office tomorrow morning and talk to Mr. Thouvenot if you like.

Aldersperson Ovian: Okay. I have another question. I'd like to see the City Attorney, Garrett Hoerner, contact the State of Illinois to be provided out of the receivership money to go ahead and improve the roadway there at Mt Hope Cemetery before the City acquires it. They've received money from burials, and we've not received a dime.

City Attorney Hoerner: First, I would caution you when talking about Property Acquisition in Open Session. That is a topic for Executive Session. You shouldn't talk about Property Acquisition in Open Session.

Aldersperson Ovian: The State keeps collecting and we never got a dime of that. Cause they got a break with Mt Carmel Cemetery, the State did, and we pay \$100,000 grand each year in order to go ahead to maintain the grounds.

Mayor Gregory: And let's remember that's been several years...over 10 years. Out of courtesy to the people buried there.

Aldersperson Ovian: I was going to bring that up. I would like to know out of the 10 years from 2010 to 2022 what were the payments made by the State of Illinois for opening and closing costs at Mt Carmel and what did they keep.

Aldersperson Stiehl: Excuse me, it is Mt Hope.

Aldersperson Ovian: I'd like Jason Poole to provide us with that information.

Mayor Gregory: It's Mt Hope, please make sure that is in the record.

Aldersperson Ovian: One last question under New Business. I would like to know why we are overpaying school districts from TIF Districts. It appears that the school districts since inception will be paid an additional \$53,000,000.00. If that is true, this is in addition to taxable revenue from real estate property assessment. That money could be used for infrastructure repairs, and I want to know why in the hell it isn't. And if it is true, then we need to go ahead and look at how the TIF is operated. Thank you.

City Attorney Hoerner: All TIF payments are pursuant to Development Agreements. There are agreements that have been in place for years with the school districts.

Director of Economic Development Cross: I can respond to that. As Garrett said, per the individual agreement, I think Alderman Randle as the Chair of the Economic Development Committee, that is a critique that we have had. We evaluate them on the individual TIF and what's the best option for the City. Trust me, attend those meetings you will see we are looking at. I'm not disagreeing that if you are sacrificing 50% of your TIF from the get-go to the school districts you really deplete the checkbook so to speak. You got to fight for the money and the incremental increases that come there. Those are things that we are looking at very hard at both the committee level and as part of our economic development strategy. I would encourage you to come and attend those meetings. You will learn a lot about how we are looking at our long-range plans and how we better address all our incentive programs.

Mayor Gregory: Okay. Is there anything else to be discussed? Okay hearing none there will be no Executive Session.

City Attorney Hoerner: there are no issues that I need to discuss with the Council regarding personnel or litigation but those are the items identified under Executive Session if there is anything the Council has.

Aldersperson Ovian: Let me ask a question. What I don't understand is that my understanding is that only employees, and Council members can participate in Executive Session. With that said, the main contact Jeff King with ILAWC.

Aldersperson Elmore: Point of Order. I make a motion to go into Executive Session.

EXECUTIVE SESSION

Aldersperson Elmore made a motion second by Aldersperson Schaefer to go into Executive Session to discuss the appointment, employment, compensation, discipline, performance, or dismissal of specific employees (5 ILCS 120/2(c)(1)), and personnel, litigation, workers' compensation, property acquisition, transfer of property, (5 ILCS 120/2(c)).

Executive Session Begins: 7:32pm
Executive Session Ends:

All members voted aye.

Motion carries.

ADJOURNMENT

Aldersperson Randle made a motion second by Aldersperson Eros to adjourn at 8:10 p.m.

All members voted aye.

Motion carries.

Jennifer Gain Meyer, City Clerk

**CITY OF BELLEVILLE PAYMENT SUMMARY
COUNCIL MEETING - SEPTEMBER 18, 2023**

GENERAL FUND

00 - Revenue	\$172,186.40
50 - Administration	\$88,829.11
51 - Police	\$59,617.94
52 - Fire	\$8,143.19
53 - Streets	\$3,869.46
54 - Parks	\$6,642.32
55 - Cemetery	\$569.43
56 - Hlth/Sanitation	\$72,138.69
61 - Health & Housing	\$3,799.73
62 - Economic Dev, Planning & Zoning	\$478.73
82 - Mayor	\$1,003.80
83 - Finance	\$15.63
85 - Clerk	\$272.65
87 - Maintenance	\$7,900.44
88 - Engineering	\$226.31
GENERAL FUND TOTAL	<u>\$425,693.83</u>

SEWER OPERATIONS

75 - Collections	\$10,674.90
77 - Lines	\$3,706.19
78 - Plant	\$57,867.35
SEWER TOTAL	<u>\$72,248.44</u>

04 - Library	\$1,517.80
07 - Park/Rec	\$19,437.65
12 - General & Community Assistance	\$11,776.22
13 - Motor Fuel Tax Fund	\$227,882.39
15 - Tort Liability Fund	\$9,077.64
18 - Walnut Hill Future Care	\$415.00
19 - ARPA	\$507.50
20 - Campus Fund	\$9,308.76
22 - Sewer Repair & Replacement	\$11,790.56
25 - Sewer Bond & Interest	\$106,265.15
30 - SSA	\$186.62
38 - TIF 3	\$396,644.81
44 - Belleville Illinois Tourism	\$1,600.00
50 - TIF 8 Downtown South	\$66,438.17
72 - Narcotics	\$3,508.13
77 - TIF 19 Frank Scott Parkway	\$57,184.07

ALL FUNDS TOTAL	<u><u>\$1,421,482.74</u></u>
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SYS DATE:09/08/23

CITY OF BELLEVILLE
C L A I M S H E E T
Friday September 8, 2023

SYS TIME:10:25

[NCS]

DATE: 09/08/23

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VENDOR #	NAME	DEPT.	AMOUNT
=====			
01	GENERAL FUND		
	PARKS DEPARTMENT		
AT012	AT & T MOBILITY	01-54	16.59
	**TOTAL PARKS DEPARTMENT		----- 16.59
	01 GENERAL FUND	GRAND TOTAL	16.59

SYS DATE:09/08/23

CITY OF BELLEVILLE
C L A I M S H E E T
Friday September 8, 2023

SYS TIME:10:25

DATE: 09/08/23

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VENDOR #	NAME	DEPT.	AMOUNT
=====			
12	GENERAL & COMMUNITY ASSISTANCE		
AM061	AMEREN ILLINOIS	12-00	1,894.71
GE036	GEICO INSURANCE	12-00	86.15
GR096	GREEN, CHRISTINE	12-00	40.08
IL088	ILLINOIS AMERICAN WATER	12-00	469.71
PA113	PANTIG, JENNIFER SALVADOR	12-00	624.00
PE068	PETTY CASH	12-00	400.00
TM004	T-MOBILE	12-00	179.06
	**TOTAL		3,693.71

12	GENERAL & COMMUNITY ASSISTANCE	GRAND TOTAL	3,693.71

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VENDOR #	NAME	DEPT.	AMOUNT
20	CAMPUS FUND		
551	ILLINOIS AMERICAN WATER	20-00	2,200.58
	**TOTAL		2,200.58
	20 CAMPUS FUND	GRAND TOTAL	2,200.58
	GRAND TOTAL FOR ALL FUNDS:		5,910.88
	TOTAL FOR REGULAR CHECKS:		5,910.88

VENDOR #	NAME	DEPT.	AMOUNT
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01 GENERAL FUND

EC007	ECKERT'S COUNTRY STORE AND FARMS	01-00	5,531.34
HE109	HENKE, ROGER	01-00	65.00
LE051	LEBANON SEIBERT ELECTRIC	01-00	75.00
OF010	O'FALLON HARDWARE, LLC, NP PROPER	01-00	2,470.36
SO050	SONOMA CAP RE FUND II, LLC	01-00	2,856.71
UM001	UMB BANK - CORPORATE TRUST	01-00	160,896.49
UM002	UMB BANK, N.A.	01-00	291.50
**TOTAL			172,186.40

ADMINISTRATION

1547	THOUVENOT, WADE, & MOERCHEN INC	01-50	49,890.75
3119	COMPUTYPE IT SOLUTIONS	01-50	2,544.00
3727	OATES ASSOCIATES, INC.	01-50	875.00
551	ILLINOIS AMERICAN WATER	01-50	626.87
AM063	AMAZON BUSINESS	01-50	1,888.33
CH030	CHARTER COMMUNICATIONS	01-50	275.10
CM006	CMRS-FP	01-50	5,000.00
CO139	CONSTELLATION NEW ENERGY, INC	01-50	7,830.71
GL023	GLOBAL TECHNICAL SYSTEMS, INC	01-50	250.00
GR093	GRAYBAR FINANCIAL SERVICES	01-50	2,834.91
IB003	IBM CORPORATION	01-50	609.00
LO029	LOCHMUELLER GROUP	01-50	630.00
PA065	PARAGON MICRO INC	01-50	3,848.25
UM001	UMB BANK - CORPORATE TRUST	01-50	11,726.19
**TOTAL ADMINISTRATION			88,829.11

POLICE DEPARTMENT

1615	NATIONAL PUBLIC SAFETY INFO. BURE	01-51	159.00
191	SOUTHWESTERN ILLINOIS COLLEGE	01-51	37,802.80
3728	DOBBS AUTO CENTERS, INC.	01-51	157.02
5205	PASS SECURITY	01-51	132.00
5425	METRO LOCK & SECURITY INC	01-51	28.00
6122	VERIZON WIRELESS	01-51	1,871.88
6354	AUTO ACCENTS	01-51	85.00
657	LEON UNIFORM COMPANY, INC.	01-51	398.00
AL041	ALL IN SHIPPING	01-51	16.89
AM063	AMAZON BUSINESS	01-51	709.62
BU079	BUSEY BANK	01-51	2,573.19
CE039	CELLEBRITE, INC	01-51	6,127.50
CH030	CHARTER COMMUNICATIONS	01-51	244.23
CO051	CONTEMPORARY LIFE SAVING TRAINING	01-51	63.50
ED034	ED MORSE FORD	01-51	2,507.31
FA026	FACTORY MOTOR PARTS CO	01-51	816.16
GU026	GUARDIAN ALLIANCE TECHNOLOGIES, I	01-51	444.00
HA079	HAVIS, INC	01-51	186.00
HU069	HUELS OIL COMPANY	01-51	4,248.94
IL008	TECHNOLOGY MANAGEMENT REVOLVING	F01-51	323.70
KE000	KELSO AUTO BODY, INC.	01-51	300.00

VENDOR #	NAME	DEPT.	AMOUNT
=====			
01	GENERAL FUND		
	POLICE DEPARTMENT		
OR001	O'REILLY AUTO PARTS	01-51	404.22
UN027	UNIFIRST CORPORATION	01-51	18.98

	**TOTAL POLICE DEPARTMENT		59,617.94
	FIRE DEPARTMENT		
182	BANNER FIRE EQUIPMENT INC	01-52	1,116.63
3445	DAVE SCHMIDT TRUCK SERVICE	01-52	2,989.74
696	MECKFESSEL TIRE CO.	01-52	146.14
726	CLEAN UNIFORM COMPANY	01-52	175.99
AM063	AMAZON BUSINESS	01-52	5.38-
BA124	BATTERIES PLUS LLC	01-52	36.15
BU079	BUSEY BANK	01-52	99.90
CH030	CHARTER COMMUNICATIONS	01-52	449.94
CO051	CONTEMPORARY LIFE SAVING TRAINING	01-52	125.00
FA017	FABRIZIO, JEFFREY	01-52	105.08
HU069	HUELS OIL COMPANY	01-52	2,745.24
RE103	CALWEN INC	01-52	158.76

	**TOTAL FIRE DEPARTMENT		8,143.19
	STREETS		
3445	DAVE SCHMIDT TRUCK SERVICE	01-53	560.11
413	ERB TURF EQUIPMENT, INC.	01-53	44.41
515	HOME-BRITE ACE HARDWARE	01-53	27.57
989	STEIN AUTOMOTIVE. INC	01-53	269.29
AD002	ADVANCE AUTO PARTS	01-53	115.04
AM063	AMAZON BUSINESS	01-53	59.99
AR002	ARROW TERMINAL LLC	01-53	438.97
CH030	CHARTER COMMUNICATIONS	01-53	184.28
CJ001	C J GOODALL TIRE CO, INC	01-53	731.40
FA002	FASTENAL COMPANY	01-53	6.09
GA022	GAIN MEYER, JENNIFER	01-53	165.00
HU069	HUELS OIL COMPANY	01-53	497.78
OR001	O'REILLY AUTO PARTS	01-53	10.82
UN027	UNIFIRST CORPORATION	01-53	248.99
UN049	UNITED INK	01-53	50.00
WH062	WHITE CAP, LP	01-53	459.72

	**TOTAL STREETS		3,869.46
	PARKS DEPARTMENT		
214	BELLEVILLE SUPPLY COMPANY	01-54	3.89
393	DUTCH HOLLOW JANITORIAL SUPPLIES	01-54	781.55
4902	AT & T	01-54	164.49
515	HOME-BRITE ACE HARDWARE	01-54	49.95
551	ILLINOIS AMERICAN WATER	01-54	438.15
5681	PIONEER MANUFACTURING CO	01-54	92.93
661	LIESE LUMBER CO., INC.	01-54	397.00

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VENDOR #	NAME	DEPT.	AMOUNT
01 GENERAL FUND			
PARKS DEPARTMENT			
AM063	AMAZON BUSINESS	01-54	144.14
BU079	BUSEY BANK	01-54	1,025.54
CH030	CHARTER COMMUNICATIONS	01-54	114.98
CO139	CONSTELLATION NEW ENERGY, INC	01-54	1,386.21
CU017	CULLIGAN/SCHAEFER WATER CENTERS	01-54	63.20
HO034	HOME DEPOT CREDIT SERVICES	01-54	256.25
HU069	HUELS OIL COMPANY	01-54	946.70
JO048	JOHNNY ON THE SPOT 347	01-54	439.95
UN027	UNIFIRST CORPORATION	01-54	296.93
UP000	UPS STORE, THE	01-54	23.87
**TOTAL PARKS DEPARTMENT			6,625.73
CEMETERY DEPARTMENT			
393	DUTCH HOLLOW JANITORIAL SUPPLIES	01-55	68.59
413	ERB TURF EQUIPMENT, INC.	01-55	110.54
AM063	AMAZON BUSINESS	01-55	89.24
ST009	ST CLAIR SERVICE COMPANY	01-55	186.20
UN027	UNIFIRST CORPORATION	01-55	114.86
**TOTAL CEMETERY DEPARTMENT			569.43
HEALTH & SANITATION			
3445	DAVE SCHMIDT TRUCK SERVICE	01-56	11,129.43
486	HANK'S EXCAVATING & LANDSCAPING,	01-56	970.61
884	ST CLAIR COUNTY RECORDER OF DEEDS	01-56	1,320.00
CO073	COTTONWOOD HILLS RDF	01-56	48,177.74
GO005	GOODALL TRUCK TESTING	01-56	82.00
HE086	HERITAGE-CRYSTAL CLEAN, LLC	01-56	475.09
HU069	HUELS OIL COMPANY	01-56	3,716.73
ME075	MENKHAUS, STEPHEN A	01-56	299.98
MI009	MIDWEST INDUSTRIAL SUPPLIES & SER	01-56	64.00
MI091	MINTON OUTDOOR SERVICES INC	01-56	4,025.20
ST043	ST LOUIS COMPOSTING INC	01-56	1,560.60
UN027	UNIFIRST CORPORATION	01-56	317.31
**TOTAL HEALTH & SANITATION			72,138.69
HEALTH & HOUSING			
989	STEIN AUTOMOTIVE. INC	01-61	199.55
BR151	BROWN, LOWELL GENE	01-61	152.03
CM003	CMRS-FP	01-61	3,000.00
HU069	HUELS OIL COMPANY	01-61	448.15
**TOTAL HEALTH & HOUSING			3,799.73
ECONOMIC DEV, PLANNING & ZONING			
HE102	HEWLETT-PACKARD FINANCIAL SERVICE	01-62	312.97
MC118	MCCLATCHY COMPANY LLC	01-62	165.76
**TOTAL ECONOMIC DEV, PLANNING & ZONING			478.73

VENDOR #	NAME	DEPT.	AMOUNT
=====			
01	GENERAL FUND		
	ECONOMIC DEV, PLANNING & ZONING		
	MAYOR		
BU079	BUSEY BANK	01-82	1,003.80
	**TOTAL MAYOR		1,003.80
	FINANCE		
AM063	AMAZON BUSINESS	01-83	15.63
	**TOTAL FINANCE		15.63
	CLERKS		
402	EGYPTIAN WORKSPACE PARTNERS	01-85	6.66
AM063	AMAZON BUSINESS	01-85	55.99
FR042	FREEBURG PRINTING & PUBLISHING, I	01-85	210.00
	**TOTAL CLERKS		272.65
	MAINTENANCE		
1949	CRESCENT PARTS & EQUIPMENT	01-87	693.30
214	BELLEVILLE SUPPLY COMPANY	01-87	262.74
515	HOME-BRITE ACE HARDWARE	01-87	77.91
5425	METRO LOCK & SECURITY INC	01-87	72.00
696	MECKFESSEL TIRE CO.	01-87	85.25
BO037	BOYER FIRE PROTECTION	01-87	3,215.00
BU079	BUSEY BANK	01-87	795.56
HU069	HUELS OIL COMPANY	01-87	271.83
WE023	WEINLAND REFRIGERATION	01-87	2,426.85
	**TOTAL MAINTENANCE		7,900.44
	ENGINEERING		
BU079	BUSEY BANK	01-88	54.63
MC118	MCCLATCHY COMPANY LLC	01-88	171.68
	**TOTAL ENGINEERING		226.31
01	GENERAL FUND	GRAND TOTAL	425,677.24

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VENDOR #	NAME	DEPT.	AMOUNT
=====			
04	LIBRARY		
4902	AT & T	04-00	57.23
551	ILLINOIS AMERICAN WATER	04-00	58.05
CH030	CHARTER COMMUNICATIONS	04-00	254.97
CO139	CONSTELLATION NEW ENERGY, INC	04-00	1,147.55
	**TOTAL		----- 1,517.80
04	LIBRARY	GRAND TOTAL	1,517.80

VENDOR #	NAME	DEPT.	AMOUNT
=====			
07	PLAYGROUND AND RECREATION		
3119	COMPUTYPE IT SOLUTIONS	07-00	30.00
4902	AT & T	07-00	47.02
551	ILLINOIS AMERICAN WATER	07-00	6,076.44
5565	CITIZENS PARK UMPIRE ASSOCIATION	07-00	3,960.00
961	SOUTHWEST ILLINOIS UMPIRE ASSOCIA	07-00	6,250.00
AM063	AMAZON BUSINESS	07-00	73.95
BU079	BUSEY BANK	07-00	1,152.25
CM008	CMRS-FP	07-00	1,000.00
CO139	CONSTELLATION NEW ENERGY, INC	07-00	571.86
FR042	FREEBURG PRINTING & PUBLISHING, I	07-00	60.00
GR093	GRAYBAR FINANCIAL SERVICES	07-00	33.54
OD007	ODP BUSINESS SOLUTIONS, LLC	07-00	3.57
ST230	STAPLES	07-00	179.02
	**TOTAL		19,437.65

07	PLAYGROUND AND RECREATION	GRAND TOTAL	19,437.65

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VENDOR #	NAME	DEPT.	AMOUNT
=====			
12	GENERAL & COMMUNITY ASSISTANCE		
305	CITY OF BELLEVILLE	12-00	45.00
BE184	BEACON OF BELLEVILLE	12-00	5,000.00
BU079	BUSEY BANK	12-00	2,924.00
CU017	CULLIGAN/SCHAEFER WATER CENTERS	12-00	63.20
GR093	GRAYBAR FINANCIAL SERVICES	12-00	50.31
	**TOTAL		----- 8,082.51
12	GENERAL & COMMUNITY ASSISTANCE	GRAND TOTAL	8,082.51

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VENDOR #	NAME	DEPT.	AMOUNT
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13 MOTOR FUEL TAX FUND

3727	OATES ASSOCIATES, INC.	13-00	4,005.00
486	HANK'S EXCAVATING & LANDSCAPING,	13-00	18,527.19
6429	ROOTERS AMERICAN MAINTENANCE INC.	13-00	197,346.38
CH058	CHRIST BROS. PRODUCTS LLC	13-00	3,097.00
CO075	CONCRETE SUPPLY OF ILLINOIS	13-00	400.00
EL001	ELECTRICO, INC.	13-00	2,106.26
LO029	LOCHMUELLER GROUP	13-00	2,400.56

**TOTAL

227,882.39

13 MOTOR FUEL TAX FUND

GRAND TOTAL 227,882.39

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VENDOR #	NAME	DEPT.	AMOUNT
15	TORT LIABILITY FUND		
EL001	ELECTRICO, INC.	15-00	9,077.64
	**TOTAL		9,077.64
	15 TORT LIABILITY FUND	GRAND TOTAL	9,077.64

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VENDOR #	NAME	DEPT.	AMOUNT
=====			
18	WALNUT HILL FUTURE CARE FUND		
AD030	ADAMS PUBLICATIONS INC	18-00	260.00
BU079	BUSEY BANK	18-00	155.00

	**TOTAL		415.00
	18 WALNUT HILL FUTURE CARE FUND	GRAND TOTAL	415.00

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VENDOR #	NAME	DEPT.	AMOUNT
19	ARPA FUND		
1547	THOUVENOT, WADE, & MOERCHEN INC	19-00	507.50
	**TOTAL		507.50
19	ARPA FUND	GRAND TOTAL	507.50

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VENDOR #	NAME	DEPT.	AMOUNT
=====			
20	CAMPUS FUND		
2102	AMEREN ILLINOIS	20-00	5,349.59
296	CHEMSEARCH	20-00	511.68
515	HOME-BRITE ACE HARDWARE	20-00	5.38
AA007	AALCO ATHLETIC EQUIPMENT	20-00	90.00
ME101	ROSCO SIGNS INC	20-00	489.00
SP055	SPECTRUM ENTERPRISE	20-00	219.98
SU032	SUNBELT RENTALS, INC	20-00	442.55
	**TOTAL		7,108.18

20	CAMPUS FUND	GRAND TOTAL	7,108.18

VENDOR #	NAME	DEPT.	AMOUNT
=====			
21 SEWER OPERATION & MAINTENANCE			
SEWER COLLECTION			
305	CITY OF BELLEVILLE	21-75	2,335.65
ST013	STOOKEY TOWNSHIP	21-75	8,339.25
**TOTAL SEWER COLLECTION			10,674.90
SEWER LINES			
393	DUTCH HOLLOW JANITORIAL SUPPLIES	21-77	723.94
4578	SCHULTE SUPPLY	21-77	398.84
515	HOME-BRITE ACE HARDWARE	21-77	57.56
AD002	ADVANCE AUTO PARTS	21-77	5.50
BU079	BUSEY BANK	21-77	109.00
HU069	HUELS OIL COMPANY	21-77	1,330.36
OR001	O'REILLY AUTO PARTS	21-77	156.02
SI024	EVOQUA WATER TECHNOLOGIES LLC	21-77	600.00
UN027	UNIFIRST CORPORATION	21-77	324.97
**TOTAL SEWER LINES			3,706.19
SEWER PLANT			
214	BELLEVILLE SUPPLY COMPANY	21-78	207.16
3445	DAVE SCHMIDT TRUCK SERVICE	21-78	1,176.05
4902	AT & T	21-78	213.75
515	HOME-BRITE ACE HARDWARE	21-78	159.47
5205	PASS SECURITY	21-78	2,715.00
5317	GRAINGER, INC.	21-78	60.57
7591	HD SUPPLY, INC	21-78	6,269.02
8132	WASTE MANAGEMENT CORP SERVICES IN	21-78	1,913.81
AM063	AMAZON BUSINESS	21-78	48.57
BA124	BATTERIES PLUS LLC	21-78	623.00
CO139	CONSTELLATION NEW ENERGY, INC	21-78	27,374.46
EC009	ECC SUPPLY	21-78	193.79
GR093	GRAYBAR FINANCIAL SERVICES	21-78	201.24
HA143	HAWKINS, INC	21-78	6,072.00
HU069	HUELS OIL COMPANY	21-78	2,689.53
QU006	QUILL CORPORATION	21-78	78.39
SI024	EVOQUA WATER TECHNOLOGIES LLC	21-78	7,742.00
UN027	UNIFIRST CORPORATION	21-78	129.54
**TOTAL SEWER PLANT			57,867.35
21 SEWER OPERATION & MAINTENANCE		GRAND TOTAL	72,248.44

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VENDOR #	NAME	DEPT.	AMOUNT
=====			
22	SEWER REPAIR & REPLACEMENT FUND		
EC009	ECC SUPPLY	22-00	5,399.32
SA089	SACHS ELECTRIC COMPANY	22-00	6,391.24
	**TOTAL		----- 11,790.56
22 SEWER REPAIR & REPLACEMENT FUND GRAND TOTAL			11,790.56

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VENDOR #	NAME	DEPT.	AMOUNT
=====			
25	SEWER BOND AND INTEREST FUND		
6086	ILLINOIS ENVIRONMENTAL PROTECTION	25-00CY	106,265.15
	**TOTAL		106,265.15
	25 SEWER BOND AND INTEREST FUND	GRAND TOTAL	106,265.15

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VENDOR #	NAME	DEPT.	AMOUNT
30	SPECIAL SERVICE AREA		
CO139	CONSTELLATION NEW ENERGY, INC	30-00	186.62
	**TOTAL		186.62
	30 SPECIAL SERVICE AREA	GRAND TOTAL	186.62

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VENDOR #	NAME	DEPT.	AMOUNT
44	BELLEVILLE ILLINOIS TOURISM		
966	ILLINOISOUTH TOURISM	44-00	1,600.00
	**TOTAL		1,600.00
	44 BELLEVILLE ILLINOIS TOURISM	GRAND TOTAL	1,600.00

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VENDOR #	NAME	DEPT.	AMOUNT
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50 TIF 8 (DOWNTOWN SOUTH)

486	HANK'S EXCAVATING & LANDSCAPING,	50-00	35,267.63
BA040	BANK OF BELLEVILLE	50-00	31,170.54

	**TOTAL		66,438.17
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	50 TIF 8 (DOWNTOWN SOUTH)	GRAND TOTAL	66,438.17
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VENDOR #	NAME	DEPT.	AMOUNT
72	NARCOTICS		
AM063	AMAZON BUSINESS	72-00	3,508.13
	**TOTAL		3,508.13
	72 NARCOTICS	GRAND TOTAL	3,508.13

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VENDOR #	NAME	DEPT.	AMOUNT
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77 TIF 19 (FRANK SCOTT PARKWAY)

UM001	UMB BANK - CORPORATE TRUST	77-00	57,184.07
	**TOTAL		57,184.07

77 TIF 19 (FRANK SCOTT PARKWAY) GRAND TOTAL 57,184.07

GRAND TOTAL FOR ALL FUNDS: 1,415,571.86

TOTAL FOR REGULAR CHECKS: 1,356,226.44
TOTAL FOR DIRECT PAY VENDORS: 59,345.42

PAYROLL BREAKDOWN AS PER G/L DISTRIBUTION REPORT

PAYROLL DATE: 9/8/2023

01 50	ADMINISTRATION	<u>\$17,670.84</u>
01 51	POLICE	<u>\$329,747.52</u>
01 52	FIRE	<u>\$244,577.00</u>
01 53	STREET	<u>\$47,631.02</u>
01 54	PARKS	<u>\$22,049.25</u>
01 55	CEMETERY	<u>\$15,485.32</u>
01 56	SANITATION	<u>\$40,477.87</u>
01 60	LEGAL	<u>\$7,727.17</u>
01 61	HOUSING DEPARTMENT	<u>\$27,667.36</u>
01 62	ECONOMIC DEVELOPMENT & PLANNING	<u>\$10,540.98</u>
01 82	MAYOR	<u>\$6,898.23</u>
01 83	FINANCE	<u>\$7,567.32</u>
01 84	HUMAN RESOURCE	<u>\$4,335.23</u>
01 85	CLERK	<u>\$8,210.87</u>
01 86	TREASURER	<u>\$3,921.49</u>
01 87	MAINTENANCE	<u>\$18,852.92</u>
01 88	ENGINEER	<u>\$21,051.72</u>
	TOTAL GENERAL FUND	<u>\$834,412.11</u>
4	LIBRARY	<u>\$34,538.03</u>
7	RECREATION	<u>\$11,395.30</u>
12	G & C ASSISTANCE	<u>\$4,200.58</u>
20	CAMPUS	<u>\$2,828.54</u>
21 75	SEWER COLLECTIONS	<u>\$6,639.00</u>
21 77	SEWER LINES	<u>\$15,821.07</u>
21 78	SEWER PLANT	<u>\$51,536.39</u>
	TOTAL SEWER DEPARTMENT	<u>\$73,996.46</u>
	Employers' Portion of FICA (06-00-21500) CR	<u>\$39,581.47</u>
	*****TOTAL PAYROLL	<u>\$1,000,952.49</u>

CITY OF BELLEVILLE, ILLINOIS



DEPARTMENT OF PUBLIC WORKS
STREETS, SANITATION, CEMETERY OPERATIONS, AND PARKS MAINTENANCE
512 WEST MAIN STREET
BELLEVILLE, ILLINOIS 62220-1509
Phone: (618) 233-6810
www.belleville.net

9/1/23

Finance Committee and City Council:

The Public Works Dept is requesting permission from the Finance Committee and the City Council to waive the formal bidding procedure, utilize Sourcewell Contract # 091219-NWY, and purchase one (1) new 2024 Freightliner M2 31 cu yd sideloader automated sanitation truck from Elliott Equipment Co., 3100 West 76th St, Davenport, IA. The total amount to be \$325,700. We would expect delivery mid calendar year 2024 with financing to come as delivery approaches.

Respectfully submitted,



Jason R. Poole

Director of Public Works



3100 West 76th Street
Davenport, IA 52806
Ph: 563-391-4840

Elliott Sanitation Equip. Co.
1245 Dawes Avenue
Lincoln, NE 68521
Ph: 402-474-4840

4000 SE Beisser Drive
Grimes, IA 50111
Ph: 515-986-4840
Fx: 515-986-9530

14001 Botts Rd.
Grandview, MO 64030
Ph: 816-761-4840

4400 E 60th Ave
Commerce City, CO 80022
Ph: 303-853-4840

Quote

Date	Quote #
8/25/2023	19509
Proposed Shipping Date	
4/20/24	
Terms	
Due on receipt	
Rep	
JRN	

City of Belleville Sanitation Department
512 W. Main Street
Belleville, Il 62220

Here is our quotation on the goods named, subject to the conditions noted:

CONDITIONS: The prices and terms on this quotation are not subject to verbal changes or other agreements unless approved in writing by the Home Office of the Seller. Prices are based on costs and conditions existing on date of quotation and are subject to change by the Seller before final acceptance. All quotations and agreements are contingent upon strikes, accidents, fires, availability of materials and all other causes beyond our control. Typographical and stenographic errors subject to correction. Purchaser agrees to accept either overage or shortage not in excess of ten percent to be charged for pro-rata. Purchaser assumes liability for patent and copyright infringement when goods are made to Purchaser's specifications. When quotation specifies material to be furnished by the purchaser, ample allowance must be made for reasonable spoilage and material must be of suitable quality to facilitate efficient production. Quoted Prices are good for 60 days.

Conditions not specifically stated herein shall be governed by established trade customs. Terms inconsistent with those stated herein which may appear on Purchaser's formal order will not be binding on the Seller.

TERMS: Equipment is due on receipt. Carts, Containers, Parts & service are Net 30 unless otherwise noted on your account. Balances over 30 days from the date of invoice are subject to finance charges up to 1.5% per month.

Qty	Item	Description	Price	Total
1	11774E	2024 New Freightliner M2, Cummins L9 350 HP diesel, Allison 300ORDS automatic, tandem axle chassis with dual drive Fontaine cab conversion, New Way Sidewinder 31 cu yd automated side loader, frame mounted arm with 1,000lb capacity and 12' reach, dual joysticks, pre crusher panel, triple camera system with 7" color monitor, work lights. VIN: UR5333 . Body S/N WO Sourcewell # 091219-NWY Price includes all surcharges dealer add ons and training. Chassis pass through cost of \$124,650 included in unit price.	324,900.00	324,900.00
	Freight	Delivery to customer location	800.00	800.00
		Customers Exempt From Sales Tax	0.00%	0.00
Total				\$325,700.00

TO CONFIRM ORDER, SIGN AND RETURN

X _____

CITY OF BELLEVILLE, ILLINOIS



DEPARTMENT OF PUBLIC WORKS
STREETS, SANITATION, CEMETERY OPERATIONS, AND PARKS MAINTENANCE
512 WEST MAIN STREET
BELLEVILLE, ILLINOIS 62220-1509
Phone: (618) 233-6810
www.belleville.net

9/1/2023

Finance Committee and City Council:

The Public Works Dept is requesting permission from the Finance Committee and the City Council to waive the formal bidding procedure, utilize Sourcewell Cooperative Purchasing Contract #031721-VRM, and purchase one (1) new Vermeer BC1800XL woodchipper from Vermeer Midwest in the amount of \$84,982 for the Street Dept. The current 1999 model year unit will continue to be utilized by the Parks Dept.

Respectfully submitted,

A handwritten signature in black ink that reads "Jason R. Poole".

Jason R. Poole

Director of Public Works



929 McDonough Lake Rd.
Collinsville, IL 62234
618-407-3860
www.vermeermidwest.com

8/22/2023

Quote #: Q-20989-1
PO #:

Bill To:
City of Belleville
Jason Poole
512 West Main St
Belleville, IL 62220
618-233-6518 X213

Ship To:
City of Belleville
Jason Poole
512 West Main St
Belleville, IL 62220
618-233-6518 X213

To Whom It May Concern:

I would like to submit this quote to you.

1 New Vermeer BC1800XL \$83,895.00

- ~ 130hp Cummins QSF3.8L Tier 4 Final Turbo Charged Diesel Engine
- ~ 19" Capacity Drum Chipper with 20"x 24" Infeed Opening
- ~ Ecolidle Engine Control system~Automatically lowers engine RPM if material is not being chipped.
- ~ Four sided square anvil/bedknife
- ~ High Coolant Temperature and Low Oil Pressure Automatic Shutdown
- ~ Machine Weight: 9,600 lbs without winch
- ~ Machine Weight: 9,960 lbs with winch
- ~ Transport Length 177", Width 78.5", Height 107"
- ~ 35 Gallon Fuel Tank, 12 Gallon Hydraulic Tank
- ~ Patented Vermeer Smartfeed System
- ~ Infeed Rate is 0~117 fpm ~ 10,000 lbs. Rubber Torsion Axle
- ~ LT235/75R17.5 Load Range J Standard Tires, Electric Brakes with Breakaway Switch
- ~ 13" Spring Loaded Autoclutch, Which Can only be Engaged at Low rpm
- ~ 36" Wide Cutter Drum with 4 ~ 5.5" x 10" Dual Edged Chipper Knives
- ~ Upper and lower feed stop bar for safety
- ~ 1 year/1,000 Hour Parts and Labor Standard Vermeer Warranty
- ~ 3 year/3,000 Hour Extended Limited Warranty on Chipping Drum

Includes Winch

Sourcewell Tree Maintenance 031721-VRM

Machine	\$83,895.00
Freight and Prep	\$1,087.00
Subtotal	\$84,982.00
Grand Total	\$84,982.00

Total Due	\$84,982.00

Initials: _____

Quote #:Q-20989

Finance Options with Approved Credit

Payment Details	Monthly Payment
Approximate payment on 0 months based on \$0 down	

Additional Options

Quantity	Product Name	Net Total	Additional Price Per Month
1.00	CONFIDENCE PLUS 3 YRS (BC1800XL)-PREMIUM COV W/ MNT	\$9,352.00	
CONFIDENCE PLUS 3 YRS (BC1800XL)-PREMIUM COV W/MNT			

Proposal good for 30 days; we reserve the right at any time prior to acceptance to revoke this quotation.

Accepted by: _____

Date: _____

Thank you for your consideration.

Sincerely,

Andrew Fiala
andrew.fiala@vermeermidwest.com

Initials: _____

Quote #:Q-20989

CITY OF BELLEVILLE, ILLINOIS

DEPARTMENT OF PUBLIC WORKS
STREETS, SANITATION, CEMETERY OPERATIONS, AND PARKS MAINTENANCE
512 WEST MAIN STREET
BELLEVILLE, ILLINOIS 62220-1509
Phone: (618) 233-6810
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9/1/2023

Finance Committee and City Council:

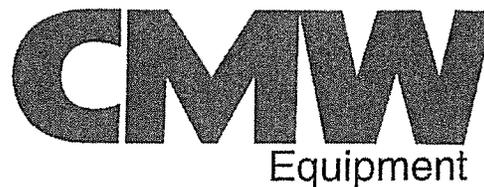
The Public Works Dept is requesting permission from the Finance Committee and the City Council to waive the formal bidding procedure, utilize Sourcewell Cooperative Purchasing Contract #052417-FRM, and purchase one (1) new Falcon 4-ton Transporter Hot Box from CMV Equipment in the amount of \$37,013.00 plus shipping.

Respectfully submitted,

Jason R. Poole

Director of Public Works

September 6, 2023



Jason Poole
City of Belleville
512 West Main Street
Belleville, IL. 62220

12890 Pennridge Drive
Bridgeton, MO 63044
314-993-1336

Dear Jason

We are pleased to quote you the following for your consideration.

ONE New Falcon 4 Ton Transporter Hot Box with 4-Ton insulated material hopper, 105,000 BTU diesel fired burner with one piece, seamless, ceramic combustion chamber, Digital Smart Controller package with VIP burner protection system and automatic temperature control, voltmeter, fuel gauge, 7-Day timer, temperature gauge and hour meter, rectangular tubular steel frame with leaf spring suspension 8-bolt wheels, 16" tires and electric brakes, sandblasted with two coats of epoxy primer and urethane finish. Equipped with 2-position metered unloading door, heated shoveling platform, 15-gallon fuel tank, manual operated overhead loading doors, battery charger, release agent sprayer bracket - less sprayer, 3-position tool holder, LED indication lights, LED night work lights, and LED strobe warning light, with Hi-Visibility safety tape. 12-month full machine warranty and lifetime frame warranty and all standard equipment. Also includes optional spare tire, spare tire bracket and hopper access step.
Sourcewell Contract #: 052417-FRM

Price: \$37,013.00

job: Factory

F.O.B Note: Estimated freight to St. Louis, MO \$1,731.00

Terms: Net due 10 days from invoice date.

All prices are current, subject to change.

All prices are plus any applicable taxes.

We thank you for the opportunity to quote the above equipment and look forward to being of service to you.

Sincerely,

CUMMINGS, MCGOWAN & WEST

Steve Karolewicz
Area Manager



12890 Penridge Drive
 Bridgeton, MO 63044
 (314)993-1336
 www.cmw-equip.com

DATE September 5, 2023

SOLD TO: City of Belleville
 502 West Main Street
 Belleville, IL 62226

SHIP TO:

QTY	DESCRIPTION
1	<p>New Falcon 4 Ton Transporter Hot Box with 4-Ton insulated material hopper, 105,000 BTU diesel fired burner with one-piece, seamless, ceramic combustion chamber, Digital Smart Controller package with VIP burner protection system and automatic temperature control, voltmeter, fuel gauge, 7-Day timer, temperature gauge and hour meter, rectangular tubular steel frame with leaf spring suspension 8-bolt wheels, 16" tires and electric brakes, sandblasted with two coats of epoxy primer and urethane finish. Equipped with 2-position metered unloading door, heated shoveling platform, 15-gallon fuel tank, manual operated overhead loading doors, battery charger, release agent sprayer bracket - less sprayer, 3-position tool holder, LED indication lights, LED night work lights, and LED strobe warning light, with Hi-Visibility safety tape. 12-month full machine warranty and lifetime frame warranty and all standard equipment. Also includes optional spare tire, spare tire bracket and hopper access step. Sourcewell Contract #: 052417-FRM</p>
	<p><i>Price:</i> <i>job: Factory</i> <i>\$37,013.00</i> <i>Freight: \$3.00/mile from factory</i></p>

SHIPMENT TO BE MADE:

DATE OR AS SOON THEREAFTER AS POSSIBLE:

VIA: Truck Freight

FOB Factory

PRICES DO NOT INCLUDE ANY APPLICABLE TAXES

TERMS: Net 10 days from date of invoice

Thirty-Seven Thousand Thirteen and 00/100

DOLLARS (\$ 37,013.00)
 DOLLARS

NON-REFUNDABLE DEPOSIT _____

This order shall not be binding upon Cummings, McGowan & West Inc, DBA CMW Equipment ("Seller") until accepted by it and approved by an executive officer of the seller at Bridgeton, Missouri. When so accepted and approved, it shall constitute a binding agreement upon the parties hereto and shall be a Missouri contract and all rights of the parties hereto shall be governed by the Laws of the State of Missouri. Notice of acceptance by seller to buyer is waived by buyer. This order and contract are not subject to cancellation by buyer.

ORDER TAKEN SUBJECT TO APPROVAL OF AN OFFICER OF CUMMINGS, MCGOWAN & WEST, INC. DBA CMW EQUIPMENT

BY Steve Karolewicz SALESMAN

PURCHASER SIGN HERE

ACCEPTED AT BRIDGETON, MO.
 CUMMINGS, MCGOWAN & WEST INC.
 DBA CMW EQUIPMENT _____, 20____

City of Belleville
 STATE WHETHER CORP. PARTNERSHIP OR INDIVIDUAL

BY _____

BY _____

TITLE _____

THE PROVISIONS, TERMS AND CONDITIONS ON THE REVERSE SIDE HERETO ARE EXPRESSLY MADE A PART OF THIS CONTRACT

CUMMINGS, MCGOWAN & WEST, INC. DBA CMW EQUIPMENT

1. DESCRIPTION - The goods, services or work which Seller shall deliver to Buyer and for which Buyer shall pay Seller shall be those goods, services or work specifically listed and described on the front of this Sale Contract ("Products"). This Sale Contract is subject to the correction of stenographical errors. Unless changed by Seller at any time and in its sole discretion, the standard terms and conditions of this Sale Contract shall apply to any future sale from Seller to Buyer. If such sale is not represented by a separate quotation or invoice from Seller, Buyer is hereby given notice of, and deemed to agree to such standard terms and conditions. Any specific terms or conditions written on the front of this Sale Contract by Seller shall control over these standard terms and conditions.

2. PRICES; ACCEPTANCE - Prices are set forth on the front of this Sale Contract ("Sale Price") and adjusted as provided for herein. Unless expressly stated otherwise in this Sale Contract, all prices are FOB Seller's location. Where prices include freight to destination, Buyer agrees that any increase or reduction in freight rates at time of shipment shall be added to or deducted from the Sale Price. This Sale Contract shall constitute the entire contract between Buyer and Seller. All contracts shall be deemed offered, accepted and made in St. Louis, Missouri. SELLER EXPRESSLY OBJECTS TO AND SHALL NOT BE BOUND BY ANY TERMS WHICH ARE ADDITIONAL TO OR AT VARIANCE WITH THE TERMS OF THIS SALE CONTRACT WHICH MAY APPEAR IN BUYER'S PURCHASE ORDER, BUYER'S ACCEPTANCE OR OTHER PRIOR OR LATER COMMUNICATION FROM BUYER TO SELLER UNLESS SUCH TERMS ARE EXPRESSLY AGREED TO IN A WRITING SIGNED BY SELLER.

3. TERMS OF SALE; FINANCE CHARGES - The applicable terms of sale are set forth on the front of this Sale Contract. All purchase orders placed with Seller are subject to credit approval and acceptance by Seller. Seller reserves the right, in its sole discretion, to deny open account terms to Buyer. All accounts are due and payable within the timeframe specified on the front of this Sale Contract. Interest will be assessed on all past due balances at an annual percentage rate of 18%, compounded monthly on the total past due balance. Collection expenses incurred on any delinquent account will be reflected in a Statement of Account for that account and added to the balance due. Seller may defer shipments, alter payment terms, require satisfactory security, or terminate any contract resulting from this Sale Contract, if Buyer fails to pay this or any other invoice (whether under this or any other contract with Seller) when due or otherwise fails to pay this or any other invoice (whether under this or any other contract with Seller) in accordance with its terms or if, at any time, Buyer's financial responsibility or condition becomes unsatisfactory to Seller, in Seller's sole discretion.

4. SHIPMENTS; DELIVERY - Shipments are F.O.B. Seller's location. All shipment dates are subject to availability of Product from the applicable manufacturer, and Seller shall have no liability of any type to Buyer if shipment or delivery of any Product to Buyer does not occur or is delayed because the manufacturer or transportation provider has failed or delayed in shipment or delivery of the Product to Seller. Title and risk of loss in the Products shall pass to Buyer upon delivery of the Products to the carrier of the shipping point. Seller is not responsible for selecting the least expensive or the fastest routing for the delivery of the Products to Buyer. Transportation damage must be claimed against the carrier by Buyer. A representative of Seller is provided to service of damaged Products. Buyer agrees to accept a bill of lading upon completion of work by such representative of Seller.

5. TAXES - All applicable sales, use, real property and other taxes, fees, assessments and local charges which may be due or payable as a result of the manufacture, distribution, delivery or in connection with the use or operation of Products ("Taxes"), whether imposed on Seller or Buyer, shall be borne by Buyer to the extent required or permitted by applicable law. Buyer hereby agrees to reimburse Seller for any Taxes that Seller pays, within 30 days of Seller's request for reimbursement. Any unpaid Taxes may be added to the total balance due from Buyer to Seller.

6. WARRANTY - Seller hereby assigns any manufacturer's warranties for the Products to Buyer, to the extent such warranties are assignable. NO EXPRESS WARRANTIES AND NO IMPLIED WARRANTIES, WHETHER OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR USE, OR OTHERWISE (WHETHER ORAL, WRITTEN, IMPLIED, EXPRESSED, STATUTORY, ARISING BY LAW OR CUSTOM OR OTHERWISE) ARE MADE BY SELLER OR SHALL APPLY TO PRODUCTS SOLD OR WORK PERFORMED OR OTHER SERVICES PROVIDED BY SELLER AND NO WAIVER, ALTERATION OR MODIFICATION OF THE FOREGOING CONDITIONS SHALL BE VALID UNLESS MADE IN WRITING AND SIGNED BY AN EXECUTIVE OFFICER OF SELLER. IN NO EVENT, WHETHER AS A RESULT OF BREACH OF CONTRACT OR WARRANTY BY SELLER OR A SUBCONTRACTOR OR SUPPLIER DELAY IN DELIVERY OR SHIPMENT, OR OTHERWISE, SHALL SELLER BE LIABLE TO BUYER OR ANY OTHER PERSON FOR INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, INDIRECT OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO PROPERTY DAMAGE, PERSONAL INJURY, REVENUE LOSS OR LOSS OF PROFITS OR CLAIMS OF CUSTOMERS OF BUYER FOR ANY SUCH LOSS OR DAMAGE, AND NOTWITHSTANDING THE PROVISIONS OF ANY APPLICABLE STATUTE OR LAW, THE FOREGOING SHALL CONSTITUTE THE EXCLUSIVE REMEDIES OF BUYER AND THE EXCLUSIVE LIABILITY OF SELLER WHETHER IN CONTRACT, TORT, UNDER ANY WARRANTY, IN NEGLIGENCE OR OTHERWISE. THE PRICE STATED BY SELLER IS A CONSIDERATION IN LIMITING SELLER'S LIABILITY.

7. COMMERCIAL IMPRACTICALITY - Seller shall not be liable to Buyer should performance hereunder become commercially impracticable or delay in performance result due to any contingency beyond Seller's reasonable control, including, without limitation, acts of God, fires, floods, wars, sabotage, civil unrest, accidents, labor disputes or shortages, governmental laws, ordinances, rules and regulations, whether valid or invalid (including, without limitation, priorities, requisitions, allocation and price adjustment restrictions), inability to obtain material equipment or transportation, failure or delay in shipment or delivery to Seller of Product from the manufacturer or transportation provider, incorrect, delayed or incomplete specifications, drawings or data supplied by Buyer or others, or any similar or different contingency. In the case of delay or commercial impracticability of performance caused by any of the foregoing, Buyer shall remain obligated to purchase Products in accordance with the Sale Contract. Buyer shall not have the right to cancel any order contained in this Sale Contract, under any circumstances, without written consent of Seller. Acceptance of the Products by Buyer shall constitute a waiver of any and all claims for damages by reason of any delay or failure to perform due to any of the foregoing circumstances.

8. SECURITY AGREEMENT

(a) Buyer agrees to secure payment of the said Sale Price and performance of all other obligations of the Buyer hereunder. Buyer hereby grants to Seller a security interest in the Products and in all substitutions thereof or hereof or any part thereof, and in all equipment, accessories, parts, repairs and replacements (hereinafter called "accessions") at any time installed in or added or affixed to the Products, and all proceeds (including insurance proceeds) and products of any of the foregoing. This security agreement shall terminate automatically when all debts due and owing and all obligations of Buyer to Seller have been satisfied.

(b) Buyer agrees to notify Seller prior to removing Products from the location, if any, specified in this Sale Contract. The Products will not be attached to, installed in or located on real estate in such a manner as to become fixtures without the prior written consent of Seller, and notwithstanding any such attachment, installation or location the Products shall retain their character as personal property.

(c) Buyer agrees that upon the occurrence of any of the events of default set forth in paragraph 12 the full amount remaining unpaid hereunder shall at the option of Seller and without notice or demand be and become due and payable forthwith, and Seller shall have the rights, options, duties and remedies of a secured party under, and the Buyer shall have the rights and duties of a debtor under, the Uniform Commercial Code of Missouri (regardless of whether such Code or a law similar thereto has been enacted in the jurisdiction where the rights or remedies are asserted), including without limitation the right of the Seller to take possession of the Products and the right for that purpose without legal process to enter any premises where the Products may be found, provided such entry may be done lawfully, and Buyer further agrees in any such case to deliver the Products to the Seller at a place to be designated by the Seller. Any requirement of said Code of reasonable notification of the time and place of any public sale, or of the time after which any private sale or other intended disposition is to be made, shall be met by giving the Buyer at least five days prior written notice of the time and place of any public sale, or of the time after which any private sale or any other intended disposition is to be made.

Seller shall not be liable in any action for such repossession nor for the payment of any money that has been paid in part payment for the Product, the sum so paid to be deemed compensation for the use, wear and tear of the Products. Buyer shall be and remain liable for any deficiency remaining after applying the proceeds of disposition of the Products, first to reasonable expenses of retaining, holding, preparing for sale, selling and the like, including reasonable attorney's fees and legal expenses, incurred by Seller in connection therewith, and then to the satisfaction of the indebtedness secured hereunder. If an Event of Default occurs, the Buyer agrees to pay interest at the rate of 18% on the unpaid balance from the date of delivery of the Products.

(d) Buyer agrees that Buyer will not sell or dispose of or offer or attempt to sell or dispose of the Products or any accessions or any interest therein, and will not create or permit to exist any security interest in or other encumbrance upon the Products or any other collateral hereunder other than the security interest provided for and agreed to herein.

9. OBLIGATIONS OF BUYER - Buyer agrees (a) not to use the Products for hire or in violation of any statute or ordinance; (b) that the Products shall at all times be at the Buyer's risk and the loss and injury or destruction of the Products shall not release the Buyer's obligations hereunder and (c) to keep the Products fully insured against loss, damage, theft and other hazards and risks, in such amounts, with such companies and under policies in such form as shall be satisfactory to Seller. Upon Seller's request, such policies shall contain an endorsement naming Seller as loss payee as its interest may appear. Such endorsement, or an independent certificate furnished to Seller, shall insure that the insurer give Seller 30 days advance notice in writing prior to any policy change or cancellation and that no act or omission of Buyer or any other person shall affect the right of Seller to recover under the policy. Upon Seller's request Buyer shall provide Seller with such certificate or endorsement and a copy of such policy. The proceeds of any insurance, whether paid by reason of loss, injury, return premiums or otherwise, shall at the option of Seller be applied toward the reimbursement of the Products in respect to the payment of the Sale Price and Buyer hereby irrevocably and appoints Seller as agent and/or attorney in fact to make any applications for, any loss or recovery under the policy of insurance covering the Products and to sign or endorse in the name of Buyer, as agent and attorney in fact, for Buyer, all notices, claims, applications, receipts, releases and such other papers as may be necessary in obtaining and collecting said insurance, including affidavits of loss, sworn statements, executing proofs of losses, making and accepting settlements or claims and all signed and/or attested in fact to be hereby authorized to effect any amount that may be due and to apply proceeds (regardless how realized) of any insurance to the payment of the Sale Price, whether past due or not.

10. LIABILITY - Buyer agrees that Seller is not liable for any damage or injury or any other risk connected with erection, installation or operation of Products, and Buyer assumes all of the same and agrees to indemnify Seller for any claims from any party for damage to person or property resulting from the same.

11. SELLER RIGHT TO PROTECT PRODUCTS - If Buyer fails to maintain insurance, to keep the Products in repair, to pay taxes, fees, assessments or public charges, or to keep the Products free from other liens or encumbrances, Seller may at its option obtain such insurance, pay such taxes, fees, assessments or public charges, liens or encumbrances or order and pay for such repairs and the amount or amounts so expended by Seller shall, with interest thereon at 18% per annum, constitute indebtedness of the Buyer secured hereby and be payable forthwith; but no such act or expenditure by Seller shall relieve the Buyer from any default hereunder or its consequences.

12. EVENTS OF DEFAULT - Any one of the following shall constitute an event of default for the purposes of paragraph numbered 1(c) hereof: (i) default in the due and punctual payment in full of any portion of the Sale Price or interest hereunder; or (ii) default by Buyer in the performance or observance of any covenant or agreement required to be, performed or observed by Buyer hereunder; or (iii) any warranty, representation or statement made or furnished to Seller by or on behalf of Buyer in connection with this contract proves to have been false in any material respect when made or furnished; or (iv) loss, theft, substantial damage or destruction of the Products or the making of any levy, seizure or attachment thereof or thereon; or (v) death, incompetence, dissolution or termination of existence of Buyer; or (vi) the commencement of any bankruptcy or insolvency proceedings by or against, or the making of an assignment for the benefit of creditors of or the appointment of a receiver for, Buyer or any guarantor or surety for Buyer; or (vii) if Seller shall for reasonable cause fear the diminution, waste or removal of the Products for for reasonable cause deem itself insecure.

13. OTHER DOCUMENTATION - Buyer agrees to execute any additional documents as Seller may reasonably require, including Uniform Commercial Code financing statements, in order to better establish, perfect or enforce the obligations or security interest herein.

14. ELECTRONIC SIGNATURES - Buyer and Seller agree that the electronic signatures, whether digital or encrypted, of Buyer and Seller included in this Contract are intended to authenticate this Contract and to have the same force and effect as manual signatures. "Electronic Signature" means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including, but not limited to, facsimile or e-mail electronic signatures.

**AMENDMENT
TO
COOPERATION AGREEMENT
(JOINT REQUEST WITH METROPOLITAN CITY)**

This Amendment to the Community Development Block Grant Cooperation Agreement (hereinafter called Agreement) is entered into between St. Clair County (hereinafter called County) and Belleville (hereinafter called City), with an effective date of October 1, 2023 for three program years 2024, 2025 and 2026.

Per Article 4(3.) of the Agreement, is the County and City hereby agree and acknowledge that this Amendment will change language in the Agreement as follows:

ARTICLE 3(4.) is hereby deleted and replaced in its entirety with the following:

The County and City agree to take all required actions to assure compliance with the County's certifications under section 104(b) of Title I of the Housing and Community Development Act of 1974, that the grant will be conducted and administered in conformity with Title VI of the Civil Rights Act of 1964, and the implementing regulations at 24 CFR part 1, the Fair Housing Act, and the implementing regulations at 24 CFR part 100, and will affirmatively further fair housing. Further, the County and City will comply with section 109 of Title I of the Housing and Community Development Act of 1974, and the implementing regulations at 24 CFR part 6, which incorporates Section 504 of the Rehabilitation Act of 1973, and the implementing regulations at 24 CFR part 8, Title II of the Americans with Disabilities Act, and the implementing regulations at 28 CFR part 35, the Age Discrimination Act of 1975, and the implementing regulation at 24 CFR part 146, and Section 3 of the Housing and Urban Development Act of 1968 and other applicable Federal and State laws.

ARTICLE 4(2.) is hereby deleted and replaced in its entirety with the following:

This Agreement will automatically be renewed in successive three-year qualification periods, unless the County or the City provides written notice (by letter) to the other that it elects not to participate in a new qualification period by the dates specified in HUD's Urban County Qualification Notice for the next qualification period. By the date specified in HUD's Urban County Qualification Notice for the next qualification period, the County will notify the City by letter of its right not to participate. A copy of this notice, as well as any notice by the County or City of its election not to participate in a new qualification period, must be sent to the HUD Field Office by the date(s) specified in HUD's Urban County Qualification Notice for the next qualification period.

ARTICLE 4(3.) is hereby deleted and replaced in its entirety with the following:

The County and the City will adopt any amendment to the Agreement incorporating changes necessary to meet the requirements for cooperation agreements set forth in the Urban County Qualification notice applicable for a subsequent three-year Urban County Qualification period, and to submit such amendment to HUD as provided in the Urban County Qualification notice. Failure to comply will void the automatic renewal.

This Amendment is hereby incorporated into and made a part of the Agreement, and the two documents must be construed as one. This Amendment will remain effective for all future renewals of the Agreement.

In witness whereof, the parties hereto have executed this Amendment on the dates recited below:

St. Clair County

City of Belleville

Mark A. Kern, Chairman Date
St. Clair County Board

Patty Gregory, Mayor Date

Thomas Holbrook, County Clerk Date

Jennifer Gain Meyer, City Clerk Date

APPROVED AS TO FORM:

APPROVED AS TO FORM:

James Gomric Date
St. Clair County State's Attorney

Garrett Hoerner, City Attorney Date

COOPERATION AGREEMENT AMENDMENT
CITY OF BELLEVILLE AND ST. CLAIR COUNTY
FEDERAL FISCAL YEARS 2024,2025,2026
Automatic Renewal

City Attorney Opinion

I, Garrett Hoerner, chief legal counsel for the City of Belleville, Illinois, have reviewed the Cooperation Agreement Amendment between the City of Belleville and St. Clair County under the auspices of the Housing and Community Development Act of 1974 as amended, HUD Notice CPD 23-02, and appropriate Illinois and local laws and ordinances. This office is of the opinion that said Cooperation Agreement Amendment is not prohibited in any manner by law or ordinance, that the terms and conditions of this Amendment are legally binding upon the members of the Amendment, and that the terms and conditions of said Agreement are fully authorized under state and local law. I certify that the terms and provisions of said Amendment provide full legal authority for the County to undertake or assist in undertaking essential community development and lower income housing assistance activities for the Community Development Block Grant program and automatically renew for participation in successive qualification periods of three federal fiscal years each.

By: _____

Garrett Hoerner
City Attorney
Belleville, Illinois

Date: _____

COOPERATION AGREEMENT
(JOINT REQUEST WITH METROPOLITAN CITY)

FEDERAL FISCAL YEARS 2018, 2019, 2020

THIS AGREEMENT entered into effective the 14th day of June, 2017, between the City of Belleville, an Illinois municipal corporation (**City**) and the County of St. Clair, Illinois, a body politic and corporation of the State of Illinois (**County**).

WHEREAS, the United States Congress enacted the Housing and Community Development Act of 1974, as amended, (hereinafter referred to as the "Act") providing Federal Assistance for the support of community development activities which are directed toward the specific objectives identified in Section 101 of the Act; and

WHEREAS, the Act makes possible the allocation of funds to the City of Belleville and to St. Clair County for the purpose of undertaking only community development program activities within the municipality as authorized in Section 105 of the Act and further identified in Section 570.200-20 of Title 24 CFR, Chapter V, Part 570; and

WHEREAS, the National Affordable Housing Act (NAHA) makes possible the allocation of HOME Investment Partnerships Act funds to St. Clair County for the purpose of undertaking only housing activities specified in Title II of the NAHA.

WHEREAS, the governmental entities who are parties to this Agreement:

1. have determined that there exists in the incorporated and unincorporated areas of the County the need for various public improvements, which will aid in preventing or eliminating blight, and which will assist in the provision of housing and housing opportunities for persons of low and moderate income, including the elderly and handicapped, and also public improvements for which there is an urgent need.
2. have determined that the said improvements can be accomplished by participation in the program established by the Housing and Community Development Act of 1974 ("CDBG") (42 USC 5301, *et seq.*) as amended, and the HOME Investment Partnerships Act ("HOME") (42 USC 3535(d) and 12701-12839), as amended, (the "Acts") and in effectuation of the purposes thereof; and
3. Have determined that joint action by the City and the County is the most effective way to accomplish the purposes of the Acts within the City.

The foregoing recitals are incorporated herein and made part of this Agreement.

ARTICLE 2: BASIS, PURPOSE AND INTENT

The Parties hereto, by their respective governing bodies, have investigated the provisions of the acts and hereby find and declare:

1. That the recitals hereinabove set forth show that joint action by the City and the County is the most effective way to accomplish the purpose of the Acts.
2. That it is the purpose and intent of the parties hereto by Intergovernmental Agreement to cooperate in undertaking, or assisting in undertaking, essential community development and housing assistance activities, specifically community renewal and lower income housing assistance activities within the City.

ARTICLE 3: AGREEMENT

1. The County and the City agree to cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities.
2. It is hereby understood by the respective parties hereto that the County shall have authority to undertake or assist in undertaking essential community development and housing assistance activities within the entire City.
3. The City understands that the County will have final responsibility for selecting projects and filing annual grant requests and submitting the Consolidated Plan to the U.S. Department of Housing and Urban Development (HUD).
4. The City and the County agree to take all required actions to assure compliance with the County's certification as to and the provisions of the National Environmental Policy Act of 1969, Uniform Relocation Act, Title VI of the Civil Rights Acts of 1964, the Fair Housing Act and affirmatively furthering fair housing, Sec. 504 of the Rehabilitation Act of 1973, Age Discrimination Act of 1975 Section 104(b) and 109 Title I of the Housing and Community Development Act of 1974, as amended, and the Americans with Disabilities Act, as amended, and other applicable Federal and State laws.

ARTICLE 4: DURATION OF AGREEMENT

2. That any such program income must be returned to the County for the reprogramming for eligible activities for use in any part of the County as the County determines is best.
3. That the County shall monitor and report to HUD on the use of any program income.
4. That the City shall comply with all rules and regulations for the appropriate record keeping in relation to the generation and return of any program income.
5. That, in the event of a closeout of a project, change in status of the City or termination of this Agreement, any program income that is on hand at that time or is received subsequent to thereto, shall be returned to the County.

ARTICLE 6: PROPERTY ACQUISITION AND DISPOSITION

1. That the City shall comply with all rules and regulations in connection with the acquisition and disposition of real property.
2. That the City shall immediately notify the County of any modification or change in the use of the acquired real property from the use planned at the time of the acquisition or improvement, including but not limited to, disposition.
3. That the City shall pay to the County an amount equal to the current fair market value (less any portion thereof attributable to expenditures on non-CDBG funds, or HOME funds, where applicable), or any property acquired or improved with CDBG funds, or HOME funds, where applicable, which the City sells or transfers for a use which does not qualify under CDBG regulations, or HOME regulations, where applicable.
4. That any program income generated from the disposition or transfer of property prior or subsequent to closeout, change of status of the City or termination of this Agreement shall be returned by the City to the County for reprogramming for eligible activities in any part of the County as the County determines best.

ARTICLE 7: ALLOCATION AND EXPENDITURES

No funds will be allocated or spent by the City prior to approval by the County.

ARTICLE 8: PROHIBITION FROM FUNDING

The County and the City agree that the County is prohibited from and shall not fund the City for activities in or in support of the City when the City does not affirmatively further fair housing within its corporate limits or when the City's actions impede the County's actions to comply with its fair housing certification to the Federal Government.

ARTICLE 9: CITY AS SUB-RECIPIENT

The City agrees that, pursuant to 24 CFR 570.501(b), the City is subject to the same requirements applicable to sub-recipients, including the requirement for a written agreement set forth in 24 CFR 570.503.

ARTICLE 10: NON-VIOLENT CIVIL RIGHTS DEMONSTRATIONS POLICY

The City certifies that it has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within the jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
2. A policy enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights and demonstrations within its jurisdictions.

ARTICLE 11: PARTICIPATION IN OTHER PROGRAMS

The City understands that, by executing this Agreement, it:

1. May not apply for grants under the Small Cities; State CDBG Programs or ESG Program for appropriations for fiscal years during the period in which its participating in the County's programs, and
2. May not participate in a HOME Consortium except through the County regardless of whether the County receives a HOME formula allocation.

ARTICLE 12: REMEDIES

1. Upon the determination by HUD or by the County that any funds provided to the City under this program have been spent in violation of the requirements of Federal or State law, or the items of this Agreement, such funds will upon the request of the County be returned to the County.
2. Upon the direction of HUD or the County to alter or modify a program to eliminate a violation of law, the City will take such action.

ARTICLE 13: SEVERABILITY

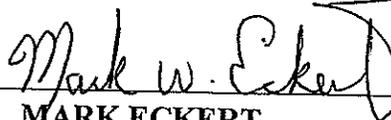
1. If any provision of this Agreement is invalid for any reason, such invalidation shall not affect the other provisions of this Agreement which can be given effect without the invalid provision; and to this end the provisions of this Agreement are to be severable.

ARTICLE 14: NON-TRANSFER OF FUNDS

1. The grantee or unit of general local government that directly or indirectly receives CDBG funds may not sell, trade, or otherwise transfer all or any such portion of such funds to another metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under Title I of the Housing and Community Development Act of 1974, as amended.

IN WITNESS WHEREOF, the undersigned parties have caused this Cooperation Agreement to be executed by their duly designated officials, pursuant to proper resolution of their respective governing bodies.

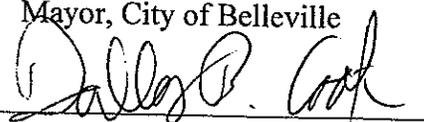
City of Belleville

By: 
MARK ECKERT

Mayor, City of Belleville

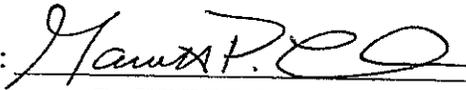
(SEAL)

ATTEST

By: 
DALLAS B. COOK

City Clerk

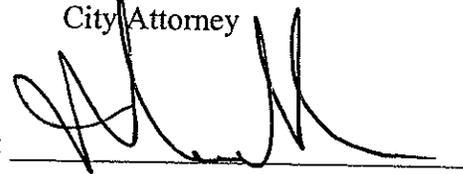
APPROVED AS TO FORM

By: 

GARRETT HOERNER

City Attorney

St. Clair County

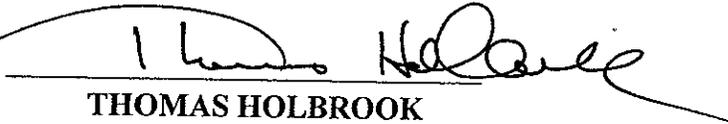
By: 

MARK A. KERN

Chairman, St. Clair County Board

(SEAL)

ATTEST

By: 

THOMAS HOLBROOK

St. Clair County Clerk

APPROVED AS TO FORM

By: 

BRENDAN KELLY

St. Clair County State's Attorney

Resolution No. 2255-17-R

A RESOLUTION APPROVING A COMMUNITY DEVELOPMENT BLOCK GRANT COOPERATION AGREEMENT AND AUTHORIZING THE CHAIRMAN TO EXECUTE THE AGREEMENT BETWEEN THE CITY OF BELLEVILLE, ILLINOIS AND ST. CLAIR COUNTY, ILLINOIS.

NOW THEREFORE, be it resolved by the St. Clair County Board to approve the attached Community Development Block Grant Program (CDBG) Agreement with the City of Belleville to allow St. Clair County to administer the City of Belleville's CDBG Program for Federal Fiscal years, 2018, 2019, and 2020 with automatic renewal for participation in successive qualification periods of three federal fiscal years each. The agreement must remain in effect at least until CDBG funds from each of the federal fiscal years of the agreement's specified qualification period, and each successive qualification period for which the agreement is renewed, are expended on eligible activities. The CDBG Program is funded by the U.S. Department of Housing and Urban Development. The Board authorizes the Chairman of the County Board to sign the attached CDBG Agreement.

APPROVED AND ADOPTED at a regular meeting of the St. Clair County Board in the State of Illinois, this 30th day of Aug, 2017.



MARK A. KERN, Chairman
St. Clair County Board

Attest:



County Clerk

RESOLUTION 3298
A RESOLUTION AUTHORIZING THE EXECUTION OF THE
CDBG COOPERATION AGREEMENT
Federal Fiscal Years 2018, 2019, and 2020

WHEREAS, the Housing and Community Development Act of 1974 provides federal financial assistance for the support of community development activities which are directed toward the specific objectives identified in Section 101 of the Act; and

WHEREAS, the City of Belleville and the County of St. Clair have previously entered into a cooperation agreement to undertake the above referenced activities;

NOW THEREFORE BE IT RESOLVED by the Mayor and the City Council of the City of Belleville, Illinois, that the Mayor of the City of Belleville, Illinois, is hereby authorized to execute the CDBG Cooperation Agreement (Joint Request with a Metropolitan City) with St. Clair County for Federal Fiscal Years 2018, 2019, 2020 with automatic renewal for participation in successive qualification periods of three federal fiscal years each. The agreement must remain in effect at least until CDBG funds from each of the federal fiscal years of the agreement's specified qualification period and each successive qualification period for which the agreement is renewed are expended on eligible activities.

PASSED by the City Council of the City of Belleville, Illinois on the 17th day of April, 2017.

	<u>AYE</u>	<u>NAY</u>
Ken Kinsella	<u> X </u>	<u> </u>
Joe Hazel	<u> X </u>	<u> </u>
Jane Pusa	<u> X </u>	<u> </u>
Mike Buettner	<u> X </u>	<u> </u>
Kent Randle	<u> X </u>	<u> </u>
Scott Tyler	<u> X </u>	<u> </u>
Johnnie Anthony	<u> X </u>	<u> </u>
Raffi Ovian	<u> X </u>	<u> </u>
Phillip Silsby	<u> X </u>	<u> </u>
Edward Dintleman	<u> X </u>	<u> </u>
Paul Seibert	<u> X </u>	<u> </u>
Bob White	<u> X </u>	<u> </u>
Phil Elmore	<u> X </u>	<u> </u>
Trent Galetti	<u> X </u>	<u> </u>
James Musgrove	<u> X </u>	<u> </u>
Roger Wigginton	<u> X </u>	<u> </u>

APPROVED by the Mayor of the City of Belleville, Illinois this 18th day of April, 2017.

Approved: Mark W. Eckert
 Mark W. Eckert, Mayor

[SEAL]
 ATTEST: D. B. Clark
 City Clerk



Metro[®]

This Agreement is made and entered into by and between Bi-State Development Agency of the Missouri-Illinois Metropolitan District, hereinafter called the “Agency”, and _____ Hereinafter called the “Adopter”. This Agreement is not assignable or transferrable, either in whole or in part. The Adopter understands that he/she, is not to be considered an employee of the Agency or any of its subcontractors, and is not subject to any compensation or any employee benefit.

The Adopter understands, acknowledges and agrees that he/she is a volunteer and is donating labor as a result of his/her own free choice. Specifically, the Adopter will visit the bus stop and pick up and discard of trash near the bus stop. The Agency will provide 8-gal trash can liners and disposable gloves when requested. The Agency will provide a trash can if warranted, and/or available, and 30- gal trash can liners for trash can. The adopter will be responsible for emptying and disposing of all trash.

The Adopter agrees to a one (1)-year adoption, renewable on a yearly basis thereafter unless terminated by the Agency or Adopter. The Agency or Adopter can terminate this Agreement by notification at any time.

The Adopter understands, acknowledges and agrees to defend, indemnify and hold the Agency, and its commissioners, officers, agents, employees and other volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney’s fees arising out of or resulting from the acts, errors or omissions of the Adopter in performance of this Agreement to the extent permitted by law.

The Adopter agrees to waive any claims for losses, injury to person and/or property, expenses, damages or lost revenues incurred, in the use or occupancy of the right of way or the bus stop area or in the exercise of this Agreement against the Agency, its commissioners, officers, agents or employees except the reasonable costs of repair to property resulting from the negligent injury or damage to the Adopter’s property by the Agency, its agents, or employees.

The Adopter has received and shall comply with Adopt-A-Stop Safety Guidelines as made a part of this Agreement.

Adopter

Bi-State Development Agency of the Missouri-Illinois Metropolitan District

Signature

Signature

Printed Name

Maureen Williams 618-207-0803

Printed Name

Address/Phone Number

Senior Consumer engagement Planner

Title

Route: __ Bus stop ID: __ Stop Location _____ w/Trash Cans

ADOPT-A-STOP

What is Adopt-A-Stop?

Adopt-A-Stop is a bus stop sponsorship program where volunteers adopt a neighborhood bus stop and help keep the area around it clean and presentable. The goal is to keep our bus stops and our communities clean and attractive.

Join the Adopt-A-Stop program, and in return for picking up litter and reporting damage or issues with your bus stop, you can have your organization or business name displayed on a special Adopt-A-Stop sign at your adopted bus stop.

Who Should Adopt-A-Stop?

In addition to having your organization or business recognized for its service to the community, volunteering your time to adopt and take care of a neighborhood bus stop is a rewarding and easy way to show your civic pride, contribute to your community and create a more pleasant transit experience for everybody in the St. Louis region.

Even better—it's free to adopt! There is no charge to sponsor a MetroBus stop.

Our Commitment to You



As one of our adopters, you will:

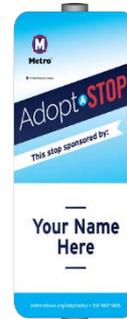
- Have your name displayed on an Adopt-A-Stop sign at your adopted bus stop for the duration of the contract
- Work directly with a Metro staffmember
- Receive trash bags and other resources needed for the upkeep of the bus stop



Your Commitment as an Adopter

Adopting a bus stop is an opportunity to volunteer your time and support your transit system and serve your community. As an adopter, you will:

- Commit to the Adopt-A-Stop program terms and conditions for one year
- Commit to follow Adopt-A-Stop Safety Guidelines
- Review and sign Adopt-A-Stop Agreement
- Monitor your adopted stop and collect litter at regular intervals
- Return unused or reusable supplies to Metro after your adoption period has ended



Are you ready to Adopt-A-Stop? Please call **314-982-1466** or visit MetroStLouis.org/adoptastop for more information

Bi-State Development

Adopt-A-Stop Safety Guidelines

Bi-State Development's Adopt-A-Stop Program should only involve picking up litter, reporting damage and generally keeping the area around the stop free of debris and unsightly clutter. As well as agreeing to inform Bi-State Development of graffiti or other concerns such as vandalism, disturbances, safety issues, and items left at the bus stop. Concerning Safety and Security, this document provides guidelines for safety procedures, confrontations with the public, and methods to handle hazardous or suspicious materials.

“What to Avoid or Please do not do”

- Do not pick up any litter in the road, close to the edge of the road or on the shoulder of the roadway.
- Do not pick up any hazardous litter, including objects containing corrosive chemicals (such as car batteries), or objects that may carry harmful bacteria or disease (needles, condoms, dead animals, items with blood).
- Do not pick up broken glass, razor blades, or anything that might cause a cut or injury to your hands. We suggest you use a broom or litter tongs to safely pick-up dangerous litter.
- Do not work in the dark or during inclement weather.
- Do not try to pick up or move heavy tree limbs or objects.
- Do not over exert yourself. Take rest breaks and drink plenty of fluids.
- No horseplay is allowed, especially near the roadways.
- Do not wear earplugs or headphones while cleaning the roadside.
- Do not overstuff trash bags or compact them. When bags feel heavy (about 10 pounds average), secure it and get another bag.
- If you observe suspicious objects, call **314-289-6873 or 911**. Do not touch any suspicious items, do not use a cell phone in the vicinity, do move away to a safe distance and do notify appropriate authorities as soon as possible.

In consideration of any application to participate in the Adopt-A-Stop Program, applicants shall waive, release and discharge all liability and indemnify Bi-State Development. Prior to the start of any work, applicants shall sign *Metro Adopt-A-Stop Adopter Agreement* contained within the package. To report an immediate safety concern or questions regarding the above guidelines, please contact Andrew Ghiassi, Manager of Safety and Loss Control, 314-982-1400 x1638 or ajghiassi@bistatedev.org.

Sincerely,



Andrew Ghiassi
Manager of Safety and Loss Control

Jenny Meyer

From: Jenny Meyer
Sent: Tuesday, September 12, 2023 7:34 AM
To: [REDACTED]; 'mike@runningstartsports.com'; [REDACTED]
Cc: Jason Poole; Jeff Davis; Craig Maue; Stephanie Mills; Curt Lougeay; Lt Rob Thomason (thomasonr@bellevillepolice.org); Michael Schaefer; Kathy Kaiser; Niccy Cook; Erin Clifford
Subject: UPDATED BELLEVILLE MAIN STREET MARATHON & HALF MARATHON

Sarah:

Please see below changes/comments in purple regarding the request for additional lane closure(s).

Additional instructions noted under Miscellaneous below regarding this closure.

This will go to Council Monday, September 18th.

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

From: Jenny Meyer
Sent: Tuesday, January 10, 2023 11:12 AM
To: [REDACTED]; 'mike@runningstartsports.com' <mike@runningstartsports.com>
Cc: Jason Poole <jpoole@belleville.net>; Jeff Davis <jdavis@belleville.net>; Craig Maue <cmaue@belleville.net>; Niccy Cook <ncook@belleville.net>; Kathy Kaiser <kkaiser@belleville.net>; lphelps <lphelps@belleville.net>; Lloyd Stinson <lstinson@belleville.net>; Capt Chris Mattingly <mattinglyc@bellevillepolice.org>; Erin Clifford <erclifford@belleville.net>
Subject: BELLEVILLE MAIN STREET MARATHON & HALF MARATHON

Sarah:

Thanks for meeting with city staff to review the **Belleville Main Street Marathon and Half Marathon 2023**. Below is a synopsis of our conversation.

Event:

- Belleville Main Street Marathon/Half Marathon
- Saturday, September 30, 2023
- Event Starts: 700am
- Event Ends: 200pm

Street Closure:

- West Main Street from Illinois (159) to crosswalk between 2nd & 3rd Street (Governor French)
- North/South 2nd Street only to be closed to parking lots/alleys for business access during Marathon
- 4:30am to 3:00pm
- Rest of marathon route is a rolling closure with cones disbursed for lane markings
- Start of Marathon ONLY – BPD to stop all traffic to 6th Street
- **South 95th Street from West Main to entrance of Signal Hill Blvd**
- **7:00am to 9:00am**
- **Space to be left for residents travelling northbound when exiting their property onto Signal Hill Blvd to make U-turn to go towards Foley Drive**

Police Department:

- 14 Police Officers with vehicles
- Estimated cost for the Police Personnel is \$2500.00 to \$2600.00
- Contact Swansea Police Department for situational awareness

Fire Department:

- Secure/provide six(6) portable radios (as available from SCC EMA)
- Provide fire truck with American Flag at start/finish

Public Works:

- 20 Trash Toters delivered on Friday, September 29, 2023 to the NW Quadrant
- 30 Picnic Tables delivered on Friday, September 29, 2023 to the NW Quadrant
- All items to be distributed by volunteers. Return all items to NW Quadrant for pick-up on Monday, October 1, 2023
- Provide placement of "No Parking", "Race in Progress" signs, barricades and cones along route as necessary
- Estimated cost for Public Works personnel and rentals \$5500.00
- Provide port-a-potties, as necessary, cost TBD

Maintenance:

- 2 Electrical panels delivered/installed by Friday, September 29, 2023

Communications/Marketing 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:

- Provide Certificate of Insurance listing the City of Belleville as additional insured in the amount of \$1million dollars per person and \$2,000,000 aggregate prior to event

- Organizers to contact Stookey Township to advise them of the road closure as this affects their residents on Signal Hill Blvd
- Volunteers must be in place to handle turn-around and traffic for those going northbound
- Organizers to notify residents on Signal Hill Blvd

~~This request~~ These amendments will go to City Council on ~~Tuesday, January 17, 2023~~, Monday, September 18, 2023, 7:00pm, City Hall, Council Chambers, 101 South Illinois Street, Belleville, Illinois.

Upon Council decision, you will receive a letter via email.

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

Best,

Jenny

Jennifer Gain Meyer, MS, LEHP
City Clerk
City of Belleville
101 South Illinois Street
Belleville IL 62220
618-233-6810
jmeyer@belleville.net



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

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

https://twitter.com/Belleville_ILL

<https://www.belleville.net/>
<https://www.facebook.com/welcometobellevilleil>
https://twitter.com/Belleville_ILI

From: [REDACTED]
Sent: Monday, September 11, 2023 8:59 AM
To: Jenny Meyer <jmeyer@belleville.net>
Cc: [REDACTED]; Mike or Sean Toolen <mike@runningstartsports.com>
Subject: Council approval request

Jenny,

This is super late, but would we be able to get the following request to city council before the race on September 30?
Thanks!

The Belleville Main Street Marathon Committee and Volunteer Coordinators request the closure of 95th Street on September 30, 2023. We ask to close 95th Street from West Main Street to the entrance of Signal Hill Boulevard. Our preference would be to close the street from 7:00 a.m. until 9:00 a.m.

The half marathon course makes a turnaround on 95th before Signal Hill Boulevard. Closure of this section would help minimize runner congestion and maximize the safety of our runners and volunteers. Full marathon participants will cross West Main Street on to 95th Street and continue on 95th Street to Signal Hill Boulevard before returning the same path. Half marathon participants will cross West Main St. on to 95th Street and continue on 95th to the turnaround location just before Signal Hill Boulevard and return on 95th Street to West Main Street.

The majority of our half marathon participants will be through this section of the race by 9:00 am. It would be beneficial to have more space during this short time frame and allow for smooth transition between the two distances. More space will allow runners to spread out and safely cross West Main Street in both directions. The Belleville Main Street Marathon Committee has notified the Signal Hill Neighborhood Association of our request and SHNA recommended speaking with the city for further consideration.

Jenny Meyer

From: Jason Poole
Sent: Tuesday, September 12, 2023 6:54 AM
To: Jenny Meyer; Craig Maue; Jeff Davis; Lt Rob Thomason
(thomasonr@bellevillepolice.org); Stephanie Mills; Curt Lougeay
Subject: RE: Council approval request

I am ok with this. We will need to leave enough space for the residents who can only travel northbound when they exit their drives onto Signal Hill Blvd to make u turn to be able to go back to Foley. And, they will need to contact Stookey Township also as this will affect their residents.

Thanks,
Jason

Jason R. Poole
Director of Public Works
512 West Main St
Belleville, IL 62220
(618)239-3454
www.belleville.net

From: Jenny Meyer <jmeyer@belleville.net>
Sent: Monday, September 11, 2023 9:03 AM
To: Jason Poole <jpoole@belleville.net>; Craig Maue <cmaue@belleville.net>; Jeff Davis <jdavis@belleville.net>; Lt Rob Thomason (thomasonr@bellevillepolice.org) <thomasonr@bellevillepolice.org>; Stephanie Mills <smills@belleville.net>; Curt Lougeay <clougeay@belleville.net>
Subject: FW: Council approval request

Please see additional street closure request from Belleville Marathon.

Do you see issues with this with that neighborhood? The Belleville Marathon would be responsible to let the residents know to see detour route.

Please advise and I will take to Council Monday evening.

Jenny

Jennifer Gain Meyer, MS, LEHP
City Clerk
City of Belleville
101 South Illinois Street
Belleville IL 62220
618-233-6810
jmeyer@belleville.net



Jenny Meyer

From: [REDACTED]
Sent: Monday, September 11, 2023 8:59 AM
To: Jenny Meyer
Cc: Jennifer Hawley; Dan Trapp; Mike or Sean Toolen
Subject: Council approval request

Jenny,

This is super late, but would we be able to get the following request to city council before the race on September 30?
Thanks!

The Belleville Main Street Marathon Committee and Volunteer Coordinators request the closure of 95th Street on September 30, 2023. We ask to close 95th Street from West Main Street to the entrance of Signal Hill Boulevard. Our preference would be to close the street from 7:00 a.m. until 9:00 a.m.

The half marathon course makes a turnaround on 95th before Signal Hill Boulevard. Closure of this section would help minimize runner congestion and maximize the safety of our runners and volunteers. Full marathon participants will cross West Main Street on to 95th Street and continue on 95th Street to Signal Hill Boulevard before returning the same path. Half marathon participants will cross West Main St. on to 95th Street and continue on 95th to the turnaround location just before Signal Hill Boulevard and return on 95th Street to West Main Street.

The majority of our half marathon participants will be through this section of the race by 9:00 am. It would be beneficial to have more space during this short time frame and allow for smooth transition between the two distances. More space will allow runners to spread out and safely cross West Main Street in both directions. The Belleville Main Street Marathon Committee has notified the Signal Hill Neighborhood Association of our request and SHNA recommended speaking with the city for further consideration.

BFD - Steph okay



OFFICE USE ONLY
 Name of Event: Rummage Palooza
 Date of Event: Sat 10/14/23

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): Tapestry of Community Offerings (TOCO)

Name of Event: Rummage Palooza 2023

Sat Date of Event: 10-14-23 Event Starting Time: 10:00a Event Ending Time: 4:00p

Street Closure Time: 8:00a Street Re-Open Time: 6:00p

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

Name	Address	Phone	Email
<u>Kara Moore</u>	<u>825 W. Main Belleville, IL 62220</u>	<u>618-257-8626</u>	<u>community@toco-family.org</u>

Number of people (200) animals (0) vehicles (50) expected to participate.

Describe the event in detail:

Rummage Sale/vendor and Craft Fair w/
family friendly activities

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

Use of City lot across the street

OFFICE USE ONLY
Name of Event: Dumma gopalanna
Date of Event: @ Sat 10/14/23

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

Just the lot across the street from
one shop

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
- Picnic Tables
- Sanitation Vehicle and Manpower
- Electric (if available) (note on map location(s))
- Music
- Barricades

Yes No Number Requested: 5
 Yes No Number Requested: 15
 Yes No
 Yes No Number Requested:
 Yes No Times: Mostly acoustic 10-4
 Yes No Number Requested: 5

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 and certain limitations which may apply to this event.

Signature of Person Making Application: _____
Printed Name of Person Making Application: Kara S. Meyer, MSW

Mailing Address: 825 W. Main Belleville, IL 62220

Phone Number: _____
E-mail: Community@toco family.org

DATE OF APPLICATION: 8-30-23

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: Deming Memorial
Event Date: Sat 10/14/23

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>08/31/23</u> Scheduled Meeting Date: _____ Date Approved by Staff: <u>09/11/23</u> Date on Council Agenda: <u>09/18/23</u> Notification Sent to Event Representative of Council Meeting: <u>09/11/23</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: 08/31/23 INITIALS: RT

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: Dimmagaalwora

Event Date: Sat 10/4/23

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>10/3/23</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: _____

APPROVED DENIED DATE: _____ INITIALS: _____

Fire Department: SITUATIONAL AWARENESS

APPROVED DENIED DATE: 8/31 INITIALS: SM

Public Works: _____

APPROVED DENIED DATE: _____ INITIALS: _____

Maintenance Department: _____

APPROVED DENIED DATE: _____ INITIALS: _____

Marketing/Communications: _____

APPROVED DENIED DATE: _____ INITIALS: _____

OFFICE USE ONLY

Event Name: Demmayagpalora

Event Date: Sat 10/14/23

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>08/31/23</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: _____

APPROVED DENIED DATE: _____ INITIALS: _____

Fire Department: _____

APPROVED DENIED DATE: _____ INITIALS: _____

Public Works: Barricades, Tables, Police tables
provided as requested

APPROVED DENIED DATE: 9/11/23 INITIALS: RP

Maintenance Department: _____

APPROVED DENIED DATE: _____ INITIALS: _____

Marketing/Communications: _____

APPROVED DENIED DATE: _____ INITIALS: _____

Jenny Meyer

From: Jenny Meyer
Sent: Tuesday, September 12, 2023 7:52 AM
To: TOCO Community
Cc: Jason Poole; Jeff Davis; Craig Maue; Curt Lougeay; Stephanie Mills; Kathy Kaiser; Michael Schaefer; Niccy Cook; Erin Clifford
Subject: Rummagepalooza 2023
Attachments: Food Truck Event SCC Health Dept Guidelines.pdf; Food Truck Safety Sheet.pdf; Itinerant Merchant and Mobile Commerce Vendor Application.pdf

Kara:

Staff reviewed your request for Rummagepalooza 2023.

Below is a synopsis of the event for your records:

Event:

- Rummagepalooza
- Saturday, October 14, 2023
- 10:00am to 4:00pm
- City Parking Lot - 10th & West Main

Closure:

- City Parking Lot - 10th & West Main
- 8:00am to 6:00pm

Public Works:

- Deliver barricades on Friday, October 13, 2023 to City parking lot. Organizers responsible for closing parking lot entrances.
- Pick-Up barricades on Monday, October 16, 2023. Organizers responsible for returning barricades to their drop-off location.
- Post "No Parking" signage on Friday, October 13, 2023
- Deliver 5 trash totes and 15 picnic tables on Friday, October 13, 2023 and pick-up on Monday, October 16, 2023. Organizers responsible to return items to drop-off location.

Police Department:

- Situational awareness

Maintenance Department:

- Situational awareness

Fire Department:

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

Communications/Marketing 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:

- All Food Trucks required to be licensed by the City of Belleville, City Clerk's Office prior to set-up. Information on food trucks can be located at the following link: <http://belleville.net/603/Permits-Licenses> under Mobile Vendor License
- Submit a Certificate of Insurance naming the City of Belleville as an additional insured in the amount of \$1 million dollars per person and \$2,000,000 aggregate. (City of Belleville, 101 South Illinois Street, Belleville, IL 62220)

Your request will go to City Council on **Monday, September 18, 2023 at 7:00pm, City Hall, Council Chambers, 101 South Illinois Street, Belleville, IL.**

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

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

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

Event Name: EAST D Block Party
 Event Date: Sat 10/14/23

BLOCK PARTY REQUEST

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

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

Name(s) of requester(s): Katye Elbert
 Name of Event: EAST D. Street Block Party
 Date of Event: Sat Oct 14 Event Starting Time: 2:00 PM Event Ending Time: 7:00 PM
 Street Closure Time: 2:00 PM Street Re-Open Time: 7:00 PM

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

Name	Address	Phone	Email
Katye Elbert	2113 E. D St. Bellefonte, PA 16823	[REDACTED]	[REDACTED]

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

NAME	ADDRESS	SIGNATURE
Cress Zimmerman	3110 E D Street Bellefonte	[REDACTED]
Christina Grupp	2102 E D St.	[REDACTED]
Michelle Hester	2114 EAST D	[REDACTED]
Rob [unclear]	2126 E D St	[REDACTED]
Diane Vosse	2106 E D St	[REDACTED]
Mara Lewis	2121 E D ST	[REDACTED]

Dead End Street

9

Streets to be closed for event:

Street Closure is not really required -> East D street end of block

OFFICE USE ONLY

Event Name: E D Block Party

Event Date: Sat 10/4/23

Does this event require any of the following?

- Trash Containers
- Picnic Tables
- Sanitation Vehicle and Manpower
- Electric(if available) (note on map location(s))
- Music
- Barricades

Yes No Number Requested: 8

Yes No Number Requested: _____

Yes No Number Requested: _____

Yes No Times: _____

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.

Signature of Person Making Application
2113 East D. St. Belleville, IL. 62221

Katye Elbert
Printed Name of Person Making Application

Mailing Address

Phone

E-mail

DATE OF APPLICATION: 9/13/23

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: E B Block Party
 Event Date: Sat 10/14/23

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>09/13/23</u> Scheduled Meeting Date: _____ Date Approved by Staff: <u>09/13/23</u> Date on Council Agenda: <u>09/18/23</u> Notification Sent to Event Representative of Council Meeting: <u>09/13/23</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: Barricades provided for road closure

APPROVED DENIED DATE: 9/13/23 INITIALS: JRP

Maintenance Department: _____

APPROVED DENIED DATE: _____ INITIALS: _____

Marketing/Communications: _____

APPROVED DENIED DATE: _____ INITIALS: _____

OFFICE USE ONLY

Event Name: E D Block Party

Event Date: Sat 10/14/23

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>09/13/23</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: _____

APPROVED DENIED DATE: _____ INITIALS: _____

Fire Department: SITUATIONAL AWARENESS

APPROVED DENIED DATE: 9/13/23 INITIALS: SM

Public Works: _____

APPROVED DENIED DATE: _____ INITIALS: _____

Maintenance Department: _____

APPROVED DENIED DATE: _____ INITIALS: _____

Marketing/Communications: _____

APPROVED DENIED DATE: _____ INITIALS: _____

OFFICE USE ONLY

Event Name: E B Black Party

Event Date: Sat 10/14/23

<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>09/13/23</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: 9-13-2023 INITIALS: MJS

Marketing/Communications: _____

APPROVED DENIED DATE: _____ INITIALS: _____

Jenny Meyer

From: Jenny Meyer
Sent: Wednesday, September 13, 2023 3:23 PM
To: Katy Elbert
Cc: Jason Poole; Jeff Davis; Craig Maue; Kathy Kaiser; Michael Schaefer; Lt Rob Thomason (thomasonr@bellevillepolice.org); Stephanie Mills; Curt Lougeay; Erin Clifford; Niccy Cook
Subject: East D Street Block Party

Katy:

Staff reviewed your request for the East D Street Block Party.

Below is a synopsis of the event:

Event:

- East D Street Block Party
- 2100 Block of East D
- Saturday, October 14, 2023
- 2:00pm to 7:00pm

Street Closure:

- Saturday, October 14, 2023
- 2:00pm to 7:00pm
- 2100 Block of East D Street

Public Works:

- Deliver barricades to 2113 East D Street on Friday, October 13, 2023; Pick-up barricades on Monday, October 16, 2023 – use for road closure
- Organizers responsible for closing/opening street at approved times and placing barricades in their drop-off location for pick-up

Maintenance Department:

- Situational Awareness

Police Department:

- Situational Awareness

Fire Department:

- Situational Awareness

Communications/PR Department:

- Situational Awareness

Miscellaneous:

- Submit a Certificate of Insurance naming the City of Belleville as an additional insured in the amount of \$1 million dollars per person and \$2,000,000 aggregate. (City of Belleville, 101 South Illinois Street, Belleville, IL 62220)

Your request will go to City Council for final decision on Monday, September 18, 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

RESOLUTION NO. 3490

A RESOLUTION OF SUPPORT FOR THE ILLINOIS SAFE ROUTES TO SCHOOL PROGRAM ROYAL HEIGHTS ROAD PEDESTRIAN UPGRADES

WHEREAS, The City of Belleville is applying to the State of Illinois, for the Illinois Safe Routes to School Program; and

WHEREAS, It is necessary that an application be made and agreements entered into with the State of Illinois Department of Transportation (IDOT).

NOW THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. That the City of Belleville apply for a grant under the terms and conditions of the Illinois Department of Transportation and shall enter into and agree to the understanding and assurance in said applications; and
2. The application shall be to provide new pedestrian accommodations on the east side of Royal Heights Road between IL Route 161 and Abraham Lincoln Elementary / West Junior High School; and
3. That the chief municipal officials on behalf of the city execute such documents and all other documents necessary for the carrying out of said application; and
4. That the City of Belleville, as the project's sponsor, shall pay the project construction and documentation costs not to exceed \$250,000 and then shall be reimbursed by IDOT in accordance with the Joint Funding Agreement; and
5. That the City of Belleville, as the project's sponsor, shall pay for the costs associated with the project but not reimbursable through the Safe Routes to School Program; and
6. That the chief municipal officials are authorized to provide such additional information as may be required to accomplish the obtaining of such grant.

PASSED and APPROVED this 18th day of September 2023.

Patty Gregory
Mayor

Attest:

Jennifer Gain Meyer, City Clerk
(SEAL)

ORDINANCE NO. 9189-2023

AN ORDINANCE AMENDING TITLE IX (GENERAL REGULATIONS), CHAPTER 90 (ANIMAL CONTROL) OF THE REVISED CODE OF ORDINANCES OF THE CITY OF BELLEVILLE, ILLINOIS, AS AMENDED, BY ADDING SECTIONS 90.60 THROUGH 90.72 (URBAN CHICKENS) AND AMENDING SECTION 90.06 (ANIMAL CARE)

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:

Section 1. Title IX (General Regulations), Chapter 90 (Animal Control) of the Revised Code of Ordinances of the City of Belleville, Illinois is hereby amended by adding Sections 90.60 through 90.73 (Urban Chickens) as follows:

URBAN CHICKENS

§ 90.60 DEFINITIONS.

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

CHICKEN. A member of the subspecies *gallus gallus domesticus*, a domesticated fowl.

PERMITTED TRACT OF LAND. The tract of land as identified by the application upon which a permit is granted for keeping chickens pursuant to this subchapter.

PERMITTEE. An applicant who has been granted a permit to raise, harbor or keep chickens pursuant to this subchapter.

PERMITTING OFFICER. The Mayor or his or her designee.

TRACT OF LAND. A property or a zoned lot that has one single-family dwelling located on that property or zoned lot.

URBAN CHICKEN. A chicken kept on a permitted tract of land pursuant to a permit issued under this subchapter.

§ 90.61 PERMIT REQUIRED.

(A) *Permit required.* No person shall raise, harbor or keep chickens within the City limits without a valid permit obtained from the Permitting Officer under the provisions of this subchapter. Such permits are issued for a period of one year and must be renewed annually. Such permits shall be limited to 50 for the entirety of the City.

(B) *Application.* In order to obtain a permit, an applicant must submit a completed application on form(s) provided by the Permitting Officer, and pay all fees required by this subchapter. The application fee is \$25.

(C) *Requirements.* The requirements for the receipt of a permit include:

- (1) all requirements of this subchapter are satisfied;
- (2) all fees, as may be provided for from time to time by City Council action, for the permit are paid in full;
- (3) all fees, fines and/or judgments due and owing the City by the applicant have been paid in full;
- (4) the tract of land to be permitted shall contain on one single family dwelling owned, occupied and used as such by the permittee in full compliance with all applicable provisions of this Code;
- (5) inspection and approval by the Director of Health, Housing & Building or designated employee confirming that the enclosure is compliant with this subchapter.

(D) *Issuance of permit.* If the Permitting Officer concludes as a result of the information contained in the application and reflected in the inspection that the requirements for a permit have been met, then the Officer shall issue the permit.

(E) *Denial, suspension, revocation, nonrenewal.* The Permitting Officer may deny, suspend, revoke or decline to renew any permit issued for any of the following grounds:

- (1) false statements on any application or other information or report required by this section to be given by the applicant;
- (2) failure to pay any application, penalty, reinspection or reinstatement fee required by this section or City Council action;
- (3) failure to correct deficiencies identified in notices of violation within the time specified in the notice;
- (4) failure to comply with the provisions of an approved mitigation/remediation plan by the Permitting Officer, or designee; or
- (5) failure to comply with any provision of this subchapter.

(F) *Notification.* A decision to revoke, suspend, deny or not renew a permit shall be in writing, delivered by ordinary mail or in person to the address indicated on the application. The notification shall specify reasons for the action.

(G) *Effect of revocation, and the like.* When an application for a permit is denied, or when a permit is revoked, the applicant may not reapply for a new permit for a period of one year from the date of the denial or revocation.

(H) *Appeals.* No permit may be denied, suspended, revoked or not renewed without notice and an opportunity to be heard is given the applicant or holder of the permit. In any instance where the Permitting Officer has denied, revoked, suspended or not renewed a permit, the applicant or holder of urban chicken may appeal the decision to the Mayor, or designee other than the Permitting Officer within ten business days of receipt by the applicant or holder of the permit of the notice of the decision. The applicant or holder of the permit will be given an opportunity for a hearing. The decision of the officer hearing the appeal, or any decision by the Permitting Officer which is not appealed in accordance with this subchapter shall be deemed final action.

§ 90.62 NUMBER AND TYPE OF CHICKENS ALLOWED.

(A) The maximum number of chickens allowed is six per tract of land regardless of how many dwelling units are on the tract.

(B) Only female chickens (hens) are allowed.

§ 90.63 PERMITS RESTRICTED TO SINGLE-FAMILY DWELLINGS.

Permits will be granted only to permittees legally occupying single-family dwellings within any zoning district in the City, and are specific to said single-family dwelling and not transferrable.

§ 90.64 NON-COMMERCIAL USE ONLY.

A permittee may only maintain Urban Chickens under this subchapter for purely domestic purposes. A permit shall not allow the permittee to engage in chicken fighting, breeding, slaughtering or fertilizer production for commercial purposes. Nor shall the permittee sell the eggs and/or by-products produced.

§ 90.65 ENCLOSURES.

(A) Chickens must be kept in an enclosure or fenced area at all times. Chickens shall be secured within a hen house or chicken tractor during non-daylight hours.

(B) Enclosures must be kept in a clean, dry, odor-free, neat and sanitary condition at all times.

(C) Hen houses, chicken tractors and chicken pens must provide adequate ventilation and adequate sun and shade and must be impermeable to rodents, wild birds and predators, including dogs and cats.

(D) Hen houses and chicken tractors shall be designed to provide safe and healthy living condition for the chickens with a minimum of four square feet per chicken while minimizing adverse impacts to other residents in the neighborhood.

(1) A hen house or chicken tractor shall be enclosed on all sides and shall have a roof and doors. Access doors must be able to be shut and locked at night. Opening windows and vents must be covered with predator and bird proof wire of less than one-inch opening.

(2) The materials used in making a hen house or chicken tractor shall be uniform for each element of the structure such that the walls are made of the same material, the roof has the same shingles or other covering, and any windows or openings are constructed using the same materials. The use of scrap, waste board, sheet metal or similar materials is prohibited. Hen houses and chicken tractors shall be well maintained.

(E) Hen houses, chicken tractors and chicken pens shall only be located in the rear yard, with ten foot setback from all property lines and within the required setbacks as required by the zoning code.

(F) Hen houses, chicken tractors and chicken pens may not exceed six feet in height, and must be located at least ten feet from any adjacent residential dwelling, church, school or place of business.

(G) Any enclosed chicken pen shall consist of sturdy wire fencing. The pen must be covered with wire, aviary netting or solid roofing.

§ 90.66 ODOR AND NOISE IMPACTS.

(A) Odors from chickens, chicken manure or other chicken related disturbances shall not be perceptible beyond the boundaries of the permitted tract of land.

(B) Noise from chickens shall not be loud enough beyond the boundaries of the permitted tract of land at the property boundaries to disturb persons of reasonable sensitivity.

§ 90.67 PREDATORS, RODENTS, INSECTS AND PARASITES.

The permittee shall take necessary action to reduce the attraction of predators and rodents and the potential infestation of insects and parasites. Chickens found to be infested with insects and parasites that may result in unhealthy conditions to human habitation may be removed by appropriate authorities.

§ 90.68 FEED AND WATER.

Chickens shall be provided with access to feed and clean water at all times. The feed and water shall be maintained in containers unavailable to rodents, wild birds and predators.

§ 90.69 WASTE STORAGE AND REMOVAL.

All areas where chickens are kept shall be maintained in a safe, clean and sanitary condition and free of accumulation of waste. All stored manure shall be covered by a fully enclosed structure with a roof or lid over the entire structure. No more than three cubic feet of manure shall be stored on the permitted tract of land. All other manure not used for composting or fertilizing shall be removed. The hen house, chicken tractor, chicken pen and surrounding area must be kept free from trash and accumulated droppings. Uneaten feed shall be removed in a timely manner. Dead chickens must be disposed of in a manner that does not endanger the public health and safety.

§ 90.70 CHICKENS AT LARGE.

The permittee shall not allow the permittee's chickens to roam off the permitted tract of land. A dog or cat or other domesticated animal that kills a chicken off the permitted tract of land shall not, for that reason alone, be considered a dangerous or aggressive animal, or elicit responsibility on the part of the City to enforce its animal control provisions.

§ 90.71 UNLAWFUL ACTS.

(A) It shall be unlawful for any person to keep chickens in violation of any provision of this subchapter or any other provision of this Code.

(B) It shall be unlawful for any owner of property to allow chickens to be kept on the property in violation of the provisions of this subchapter.

(C) No person shall keep chickens inside a residential structure, including a garage.

(D) No person shall keep a rooster.

(E) No person shall keep chickens on a vacant or uninhabited tract of land.

§ 90.72 NUISANCE.

Any violation of the terms of this subchapter that constitutes a health hazard or that interferes with the use or enjoyment of neighboring property is a nuisance and may be abated under general nuisance abatement provisions.

Section 2. Title IX (General Regulations), Chapter 90 (Animal Control), Section 90.06 (Animal Care) is hereby amended by repealing Section 90.06 (Animal Care) in its entirety, and substituting in lieu thereof Section 90.06 (Animal Care), as follows:

§ 90.06 ANIMAL CARE.

(A) *Proper care.* No owner shall fail to provide his or her animal(s) with food or water in sufficient quantities, proper air, shelter space and protection from the weather, veterinary care when needed to prevent suffering and humane care and treatment, to include rabies vaccination and registration with county Animal Control.

(B) *Animal abuse.* No person shall beat, cruelly treat, torment, overload, overwork or to otherwise abuse an animal or knowingly allow same to be done.

(C) *Animal transportation.* No person shall carry or keep any animal bound or tied by its legs or bound down by the neck so that it cannot freely stand in an upright position while being transported, or by carrying or keeping any animal(s) in a crate or cage so constructed as to permit the animal(s) to push its head between the slats or wires or other openings of the crate or cage, unless the spaces between the slats or wires are also sufficient to permit the animal(s) to freely withdraw its head therefrom.

(D) *Animals as prizes.* No person shall give away any live animal(s), fish, reptile or bird: as a prize for, or as an inducement to enter, any contest, game or other competition; as an inducement to enter a place of amusement; or as an incentive to enter into any business agreement whereby the offer was for the purpose of attracting trade, except for special circumstances with permission granted by the Mayor.

(E) *Exposing poison.* No person shall expose any known poisonous substance, whether mixed with food or not, so that the same is accessible and may be eaten by any animal; provided that, it shall be lawful for a person to expose on his or her own property common rat poison mixed only with vegetable substance.

(F) *Farm animals.* No person shall keep any goats, pigs, sheep, cattle or other farm animals of any kind anywhere in the city. No person shall raise, maintain or have upon any property within the city any ~~chicken~~, ducks, geese, guinea hens, pigeons and other similar fowl. Except as otherwise expressly permitted under this Chapter, no person shall raise, maintain or have upon any property within the city any chicken. This limitation shall not apply to any person or persons within the city

limits who, on the date of the enactment of this subchapter, own farm animals which is at least 150 feet of any residence other than the residence of the person so keeping or having such animals. This limitation shall not apply to those premises annexed to the city; and, provided that, the farm animals were kept on the premises on the date of such annexation and continuously thereafter; and, provided further that, such premises have remained the same size as when first annexed to the city. However, this shall not be construed to allow such person or persons to replace farm animals upon the death or loss of such animal with a like number of farm animals.

(G) *Horse stables.* No person, firm or corporation may stable or otherwise keep a horse or horses anywhere in the city, except on premises where keeping of horses was lawful under the ordinances of the county at the time such premises were annexed to the city and provided that horses were kept on the premises on the date of such annexation and continuously thereafter; and, provided further that, such premises have remained the same size as when first annexed to the city.

(H) *Diseased animals.* No animal infested with any disease, whether contagious or pestilential, shall be brought into the city or shall be allowed to remain in the city without proper medical care being sought by the owner.

(I) *Injury of owned at large animals.* Any person who allows his or her animal(s) to run at large is responsible for veterinary fees if the animal is injured by a motor vehicle.

(J) *Giving away animals in public places.* It is a violation to give away dogs or cats in public places including, but not limited to, a grocery store, drugstore, shopping centers or swap meets.

(K) *Dead animals.* Any person being the owner or occupant of any premises within the city having a dead animal on the premises shall, within 24 hours, remove or cause the removal of the dead animal. Failure to remove the dead animal will result in the Sanitation Department removing such animal and charging the owner of the animal, and/or placing a lien on the property of the owner.

(L) *Animal waste.* The owner of every animal shall be responsible for the removal of any excrement deposited by the animal(s) on public walks, streets, recreation areas, private property or any other property located within the city.

(M) *Hunting, trapping and the like.* No person shall hunt, kill, entrap, injure or destroy by any means any bird or animal within the city limits, unless first having obtained permission from the Chief of Police and the state. Humane trapping by the humane society, Animal Control, Police Department or their designees shall be exempt from this provision.

(N) *Feeding stray animals.* No person shall willingly feed stray domestic animals whereby allowing the animals to continue to run at large, except as permitted under § 90.51 of this Code.

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

Section 4. Any person violating this Ordinance shall be subject to the penalties of Title IX (General Regulations), Chapter 90 (Animal Care), Section 90.99 (Penalty).

Section 5. This Ordinance shall be in full force and effect from and after its passage, approval and publication, in pamphlet form, all as provided by law.

PASSED by the City Council of the City of Belleville, Illinois, on this 18th day of September, 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	_____	_____
Michelle Schaefer	_____	_____
Chris Rothweiler	_____	_____
Dr. Mary G. Stiehl	_____	_____
Dennis C. Weygandt	_____	_____
Phil Elmore	_____	_____
Nora Sullivan	_____	_____
Kara Osthoff	_____	_____

APPROVED by the Mayor of the City of Belleville, Illinois this 19th day of September, 2023.

MAYOR

ATTEST:

CITY CLERK

SYS DATE:09/12/23

CITY OF BELLEVILLE
C L A I M S H E E T
Monday September 18,2023

SYS TIME:16:23

[NCS]

DATE: 09/18/23

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VENDOR #	NAME	DEPT.	AMOUNT
=====			
13	MOTOR FUEL TAX FUND		
3727	OATES ASSOCIATES, INC.	13-00	4,005.00
486	HANK'S EXCAVATING & LANDSCAPING,	13-00	18,527.19
6429	ROOTERS AMERICAN MAINTENANCE INC.	13-00	197,346.38
CH058	CHRIST BROS. PRODUCTS LLC	13-00	3,097.00
CO075	CONCRETE SUPPLY OF ILLINOIS	13-00	400.00
EL001	ELECTRICO, INC.	13-00	2,106.26
LO029	LOCHMUELLER GROUP	13-00	2,400.56
	**TOTAL		227,882.39

13	MOTOR FUEL TAX FUND	GRAND TOTAL	227,882.39