



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

**MONDAY, NOVEMBER 20, 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 Small Business Saturday, November 25, 2023

8. APPROVAL OF MINUTES

8-A. Motion to approve City Council Meeting minutes November 6, 2023

9. CLAIMS, PAYROLL AND DISBURSEMENTS

9-A. Motion to approve claims and disbursements in the amount of **\$2,700,556.19** payroll in the amount of **\$998,369.38**

10. REPORTS

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

11-A. MOTION FROM **ADMINISTRATION**

- 11-A(1). Motion to approve and accept the revised Request for Proposal Agreement Contract for 123-127 Mascoutah Avenue with Avenue Realty Associates, LLC (Closing Date on or before: December 31, 2023)

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

- 11-B(1). **40-SEP23 AVENUE DEVELOPMENT:** Request for a Special Use Permit for outdoor dining/seating at 123-127 Mascoutah Avenue (08-22.0-347-027/028) 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 6. *Zoning Board of Appeals recommended APPROVAL, in the Name of the Applicant Only and the installation of a required 6-foot privacy fence around the outdoor dining/seating area, with a vote of 6-0 (Council tabled 10/16/2023); Amendment of Name to Avenue Realty Associates, LLC*
- 11-B(2). **48-OCT23 RACHID AYADI:** Request for a Special Use Permit to establish and operate a “Convenience Store” at 5112 North Belt West (08-18.0-208-054) located in a “C-2” Heavy Commercial District. (Applicable sections of the Zoning Code: 162.248, 162.515) Ward 8. *Zoning Board of Appeals recommended APPROVAL, with a vote of 4-0; Council vote 11/6/2023 8:7; no majority*
- 11-B(3). **49-OCT23 MICHAEL WAGNER:** Request for a Special Use Permit to construct a metal building exceeding 150 square feet at 0 Gass Avenue (08-28-0-112-055) located in an “A-1” Single-Family Residence District. (Applicable

sections of the Zoning Zode: 162.094, 162.515) Ward 5.
*Zoning Board of Appeals recommended APPROVAL, with
a vote of 4-0; Council tabled 11/6/2023*

- 11-B(4). **55-OCT23 MICHAEL WAGNER:** Request for a Variance to construct a standalone personal storage building at 0 Gass Avenue (08-28-0-112-055) located in an “A-1” Single-Family Residence District. (Applicable sections of the Zoning Code: 162.094, 162.515) Ward 5.
*Zoning Board of Appeals recommended APPROVAL, with
a vote of 4-0; Council tabled 11/6/2023*

11-C. MOTION FROM **BOARD OF FIRE & POLICE
COMMISSIONERS**

- 11-C(1). Motion to approve the hire of Jeramey Rosenthal as a Probationary Police Officer (lateral hire) effective Monday, December 11, 2023 at 12:01am
- 11-C(2). Motion to approve the promotion of Engineer Ryan Mahoney and Engineer Matthew Preston to the rank of Captain effective Tuesday, November 21, 2023 at 12:01am
- 11-C(3). Motion to approve the promotion of Firefighter Doug Kraemer and Firefighter Brian Reaka to the rank of Engineer effective Tuesday, November 21, 2023 at 12:01am

11-D. MOTIONS FROM **FINANCE**

- 11-D(1). Motion to approve Worker’s Compensation and Property/Liability Insurance Renewal with ICRMT, as recommended by our broker
- 11-D(2). Motion to waive formal bidding procedures and purchase six (6) new 2024 Ford F-250 pickup trucks from Broadway Ford in the amount of \$288,514.00 for the

Public Works Department matching the Illinois State bid price

11-D(3). Motion to approve bank financing with Clayton Holdings, LLC at 4.77% interest to finance new automated sanitation truck

11-D(4). Motion to approve bank financing with Clayton Holdings, LLC at 4.77% interest to finance new ladder fire truck

11-E. MOTIONS FROM **TRAFFIC**

11-E(1). Motion to remove the remaining parking meters in the City and switch to a 2-hour time limit, Monday through Friday, 9:00am to 5:00pm for parking on Main Street between 6th and Oak and from Lincoln to “B” Street

11-E(2). Motion to convert 2-way Stop Sign to 4-way Stop Sign located at South Charles and East Garfield

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

11-F(1). Motion to approve Municipal Cost Estimate for FY 2024-2025, in the amount of \$2,403,513.79 (MFT Funds)

11-F(2). Motion to approve an agreement with Lochmueller Group, in the amount of \$19,950.00 for Professional Engineering, Surveying, Planning and/or Environmental Services on an “as-needed” basis (General/MFT Funds)

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

11-G(1). Motion to Re-Affirm Amendment to Title XI (Business Regulations), Chapter 121 (Alcoholic Beverages), Section 121.04 (Prohibited Licenses and Locations), Subsections 121.04(A)(11)

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

- 11-H(1). Motion authorizing sale/conversion of various Fire Department equipment (miscellaneous equipment)

12. COMMUNICATIONS

13. PETITIONS

14. RESOLUTIONS

14-A. **RESOLUTION 3493**

A Resolution Authorizing Bank Loan for a Sanitation Truck

14-B. **RESOLUTION 3494**

A Resolution Authorizing Bank Loan for a Fire Truck

14-C. **RESOLUTION 3495**

A Resolution for Maintenance Under the Illinois Highway Code with Illinois Department of Transportation for FY 2024-2025 in the amount of \$2,403,513.79 (MFT Funds)

15. ORDINANCES

15-A. **ORDINANCE 9199-2023**

A ZONING ORDINANCE IN RE CASE #40-SEP23-Avenue Realty Associates, LLC

15-B. **ORDINANCE 9211-2023**

A ZONING ORDINANCE IN RE CASE #48-OCT23-Rachid Ayadi

15-C. **ORDINANCE 9212-2023**

A ZONING ORDINANCE IN RE CASE #49-OCT23-Michael Wagner

15-D. **ORDINANCE 9216-2023**

A ZONING ORDINANCE IN RE CASE #55-OCT23-Michael Wagner

- 15-E. **ORDINANCE 9218-2023**
A ZONING ORDINANCE IN RE CASE #50-OCT23-Authentic Properties Reliance, LLC – Martha Gibson
- 15-F. **ORDINANCE 9219-2023**
A ZONING ORDINANCE IN RE CASE #51-OCT23-Authentic Properties Reliance, LLC – Martha Gibson
- 15-G. **ORDINANCE 9220-2023**
An Ordinance Regarding the Illinois Paid Leave for All Workers Act for the City of Belleville
- 15-H. **ORDINANCE 9221-2023**
An Ordinance Amending Article VII (Traffic Code), Chapter 76 (Parking Schedules) of the Revised Ordinances of the City of Belleville, Illinois as Amended, by Amending Portions of Sections Thereof
- 15-I. **ORDINANCE 9222-2023**
An Ordinance Amending Article VII (Traffic Code), Chapter 75 (Traffic Schedules) of the Revised Ordinances of the City of Belleville, Illinois as Amended, by Amending Portions of Sections Thereof
- 15-J. **ORDINANCE 9223-2023**
A ZONING ORDINANCE IN RE CASE #39-SEP23-Avenue Realty Associates, LLC (Amending Name)
- 15-K. **ORDINANCE 9224-2023**
An Ordinance Re-Affirming Amendment to Title XI (Business Regulations), Chapter 121 (Alcoholic Beverages), Section 121.04 (Prohibited Licenses and Locations), Subsections 121.04(A)(11) of the Revised Code of Ordinances of the City of Belleville, as Amended
- 15-L. **ORDINANCE 9225-2023**
An Ordinance Authorizing Sale/Conversion of Personal Property (Miscellaneous Fire Department Equipment)

16. UNFINISHED BUSINESS

17. MISCELLANEOUS & NEW BUSINESS

17-A. Motor Fuel Claims in the Amount of **\$83,934.77**

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)(11)).

18-B. Possible motion(s)/resolution(s) approving and authorizing the settlement of litigation

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, the City of Belleville, Illinois, celebrates our local small businesses and the contributions they make to our local economy and community; and

Whereas, according to the United States Small Business Administration, there are 33 million small businesses in the United States. Small businesses represent 99.7% of firms with paid employees. Small businesses are responsible for 62.7% of net new jobs created since 1995 and small businesses employ 46.4% of the employees in the private sector in the United States; and

Whereas, 68 cents of every dollar spent at a small business in the United States stays in the local community and every dollar spent at small businesses creates an additional 48 cents in local business activity as a result of employees and local businesses purchasing local goods and services; and

Whereas, 72% of consumers reported that Small Business Saturday 2022 made them want to shop and dine at small, independently-owned retailers and restaurants all year long; and

Whereas, the City of Belleville, Illinois, supports our local businesses that create jobs, boost our local economy, and preserve our communities; and

Whereas, advocacy groups, as well as public and private organizations across the country, have endorsed the Saturday after Thanksgiving as Small Business Saturday.

NOW THEREFORE I, Patty Gregory, Mayor of the City of Belleville, do hereby proclaim November 25, 2023, as *Small Business Saturday* in Belleville, and urge the residents of our community, and communities across the country, to support small businesses and merchants on *Small Business Saturday* and throughout the year.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the corporate seal of the City of Belleville to be affixed this 20th day of November, in the year of our Lord two thousand and twenty-three.

Pride in the Past . . . Promise

Patty Gregory
Patty Gregory, Mayor

Dated this 20th day of November, 2023



**CITY OF BELLEVILLE, ILLINOIS
COUNCIL MEETING MINUTES
COUNCIL CHAMBERS – CITY HALL
Monday, November 6, 2023 – 7:00 PM**

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

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

Excused: Alderperson Stiehl, Alderperson Dintelmann

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; Finance Director, Jamie Maitret; Director of Public Works, Jason Poole; Director of Wastewater, Randy Smith; Library Director, Leander Spearman; Interim Director of IT, Ty Buckner; 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; Director of Communications & PR, Kathy Kaiser; Director of Maintenance, Mike Schaefer; Director of Recreation, Don LaChance

PLEDGE

PUBLIC HEARING

None.

PUBLIC PARTICIPATION

Jim Engelage: 738 Union Avenue. I am speaking on behalf of the neighborhood. This 40' X 60' Storage Building (inaudible) is not going to be a one stop of what is going on, we want to beautify Belleville of course, but putting a 40' X 60' pole barn up is, it is a huge building. It is in a neighborhood, a residential neighborhood, it is a steel structure. You can make them look as beautiful as possible; I know that because we build them. I have been a carpenter for almost forty years now. I know what is going on as far as what they look like, what size they are and everything, 40' X 60' is a huge building in a residential area. We have older houses; it is just not going to look right. Not in that location. Place it at the other end of the field, a person wants to build a pole barn, he owns a house right across the alley. There is a huge area up there, it is a flat area, it is guarded by trees on two sides, you would have access through the whole alley and other side alley. It would be a lot better for the look of the neighborhood, it would probably be better for him as far as building wise, it would probably cost him less excavation. I have some of the paperwork here that I have pictures of it, if somebody wants to look at it they can, I have it highlighted with the yellow for the area I am talking about and the property he owns. I have the other areas showing where he wants to build it which is an X.

Jason Wilson: Integrity Tattoos. I am here tonight to speak about the awning and signage on it. We went to Economic Zoning Development a few weeks ago and we ask tonight when the vote comes up that you can see we meet all the codes and ordinances with our awning and signage and this way we can see that through tonight, and it looks right and if you have any questions about it.

Dave Schoenborn: Lincoln Theatre, 103 East Main Street. I just want to thank the Council for your continued support of us and our endeavor to continue and bring live entertainment to Belleville for people not only in this area but many states around the country people will travel far especially for our next two shows. BMS, Belleville Main Street President I want to thank you for supporting all of our businesses downtown, there are several on the agenda tonight for sign permits and things like that they all seem very reasonable to me and we appreciate it and Belleville Main Street for supporting everyone downtown. There are some great small businesses which probably a lot of people come to this area, I hear that all the time, people come, they will drive an hour or two, but they don't know there are a lot of small businesses and they can just hop around, walk to an area move to another area and people that we get are not just the people that live here by any means. Small businesses are really helping keep Belleville alive and an attractive place to visit.

PRESENTATIONS, RECOGNITIONS & APPOINTMENTS

Mayor Gregory read a proclamation recognizing National Apprenticeship Week.

Mayor Gregory recognized the Character word of the month "PEACE" while working and living in harmony with each other.

Mayor Gregory recognized Kathy Kaiser for her 2 ½ years of service with the City of Belleville

APPROVAL OF MINUTES

Aldersperson Schaefer made a motion second by Aldersperson Schnieder to approve the City Council Minutes of October 16, 2023.

Aldersperson Ovian: There is something I would like to see corrected, all I am going to say is I want this on the agenda for Housing, so I don't have to bring it back and discuss it here. I don't like doing it here. If I can get that done, then I am done with it, but I have had a problem getting it on the agenda and I would like for the people on the Housing Committee to understand that it is not only the agenda that needs to be discussed but any other City business. If we could do that and we can bypass what I want to say tonight. That is all I am going to say.

Members voted aye.

Motion carries.

CLAIMS, PAYROLL AND DISBURSEMENTS

Aldersperson Schneider made a motion second by Aldersperson Schaefer to approve claims and disbursements in the amount of **\$3,976,612.94** and payroll in the amount of **\$1,008,082.60** (October 20, 2023) and **\$968,762.08** (November 3, 2023).

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

Motion carries.

REPORTS

Aldersperson Rothweiler made a motion second by Aldersperson Eros to approve Treasurer Report August 2023 and September 2023 and a motion to approve Statement of Cash and Investments Report – August 2023 and September 2023 and the City Attorney report dated November 3, 2023.

Alderman Ovian: If City Attorney Garrett Horner will go ahead and take a look at the demolitions there are some items that are on there that shouldn't be. We have already gone ahead and taken care of the situation at 96 North 98th Street, the one that should be on there is 6905 West Main Street.

City Clerk Gain Meyer: That is because they are still in court, even though we have torn it down, we have a lien on it so that is why it is still on there. 6905 West Main will not be on that list as it is City owned and not a court case.

Aldersperson Ovian: Is it because it is off?

City Clerk Gain Meyer: Correct, until we actually foreclose and dismiss the suit it stays on that list, that is the case.

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 a motion second by Aldersperson Weygandt to approve the following:

Motion to approve an agreement with Gonzalez Companies, LLC in the amount of \$80,000.00 for Construction Inspection of resurfacing Lincolnshire Subdivision and additional streets (ARPA Funds)

Motion authorizing sale/conversion of a 2014 Crane Carrier (VIN: 51178) – Sanitation Department

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

Motion carries.

ADMINISTRATION

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

Motion to approve the Committees & Commissions Calendar for 2024

Motion to approve extending the three (3) year Agreement with Smithton Township Road District to operate and maintain specific portions of Schlueter-Germaine Road and Country Side Lane that are currently under the City of Belleville’s jurisdiction, May 1, 2023 – April 30, 2025 in amount of \$8,400.00 per year.

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

Motion carries.

BOARD OF POLICE & FIRE COMMISSIONERS

Motion to approve hiring Dondi Brooks, Jr. as a Probationary Police Officer effective Thursday, January 4, 2024 at 12:01am

Motion to approve hiring Austin Sauget as a Probationary Firefighter effective Tuesday, November 7, 2023 at 12:01am

Aldersperson Anthony made a motion second by Aldersperson Whitaker to approve the hirings.

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

Motion carries.

ZONING BOARD OF APPEALS

38-JUN22 IESHA UNDERWOOD: Request for a Special Use Permit to amend their previous “Class F liquor license” to a “Class A liquor license” at 4716 West Main Street (08-07.0-412-009) located in a “C-2” Heavy Commercial District. (Applicable sections of the Zoning Code: 162.248, 162.516) Ward 4. *Zoning Board of Appeals recommended APPROVAL, in the Name of the Applicant Only, with a vote of 4-0*

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

Aldersperson Elmore: I understand that, please correct me if I am wrong, the previous Class “F” liquor license and Class “A” liquor license now will allow essentially a video gaming parlor, if I am mistaken, please tell me so. The “F” allows the applicant to have a video game in an upstairs Event Center space.

Director of Economic Development, Planning & Zoning, Clifford Cross: I can’t remember if you were at the ZBA meeting that night or not where I touched on it. This is a unique situation, this Event Center was established prior to the amendment to the Ordinance about four or five months ago that requires Special Use Permits for Event Centers, so they kind of got in under the radar and we are a non-

conforming Event Center per our code based on that. They were operating under a Class “F” liquor license because they also applied for a gaming terminal license as an accessory to the Event Center, that also happened before we did our gaming amendments three months ago. They basically got in under the radar. For them to operate more of an operation as a bar so to speak, they had to get the Class “A” liquor license because if you recall the Class “F” liquor license really is designed to accommodate Event Centers that have special events and don’t hold regular business hours. Their business model in a sense was to allow for the opportunity do that as well as the Event Center. Now the gaming does operate as an accessory to the Event Center and that is our understanding of the primary operation of it. The short answer to your question is, yes, it will allow for it because they came in before the amendments took place. This will be the only Event Center that can have any type of gaming because if you recall we did that amendment like I said about three months ago and Alderperson Randle I think as far as Ordinance and Legal Committee one of the concerns that came up was this exact scenario but unfortunately this business established or had vested interest before those events taking place.

Alderperson Elmore: But the amendments are in place now and this is changing their business model, they are now going to be open from 10:00 a.m. till just about whatever hours they want 2:00-3:00 a.m. operating video machines and not having a restaurant, it is no longer an Event Space anymore now it is a Video Gaming Parlor.

Director of Economic Development, Planning & Zoning, Clifford Cross: My understanding is they are operating as a dual, they will be hosting events, that is still one of their primary operations. If you remember, Garrett probably knows this better than me, one of the things about the way the liquor licenses are structured, they are structured to accommodate businesses with a Class “A” traditionally and places like that with primary sales of liquor to generate more revenue than liquor, Class “C” is restaurant, they generate more revenue through the food sales as opposed to liquor. Class “F” is for Special Events, Class “D” or “E” is for your Church picnics and things like that. They will be operating as a dual, and they will have some regular hours to allow for the gaming to take place. I think the one thing that I always like to touch on when I talk to the ZBA about this, what’s unique about the way our Land Use Code is written, it requires a Special Use Permit when you are looking to obtain Class “A”, “B”, “C”, “D”, “E” or “F” liquor licenses you are to notify the neighbors, and then you have a Public Hearing with the ZBA recommendation, then it comes here and you take action upon that, I think as we move along and clean that up, you should notice now when it goes to ZBA now you will notice it is an actual the letter of the license is Class “A” or Class “B” what we used to do is we would just say Class “A” “B”, “C”, “D”, or “E” (inaudible) we want to have more control based on the liquor license where the Liquor Commissioner can further regulate hours and things like that so they don’t get out of line.

Alderperson Schaefer: I am under the understanding if they have a Class “A”, their main source of income cannot be those gambling machines, they have to make more money a certain percentage off -
- - -

Director of Economic Development, Planning & Zoning, Clifford Cross: It is my understanding the way that goes, yes. Now, - - -

City Attorney Hoerner: I disagree with that very simply years ago you created an ordinance 111.04 that requires greater than half of the revenue to be non-gaming, so that is the Ordinance created by Council to address this issue. In this instance, in order to have video gaming in an establishment, a Class “A” liquor license is required and more of your revenue must come from non-gaming sources.

Alderson Weyandt: Garrett this one is for you, I thought when we passed this it was only for bars and restaurants together, no other person could have it. No liquor stores no - - -

City Attorney Hoerner: Liquor stores can't have it unless they are considered a truck stop, they can't have it because they don't have a Pour License, they have a Packaged Liquor License. The only convenient stores that are allowed to have gaming are those that qualify for truck stop definition based upon gas sales and size - -

Alderson Weyandt: But what I am saying is that when we passed this, we said we would not allow anybody else, except for a bar with food service to get the gaming license, no other person could get a gaming license unless it was - - -

City Attorney Hoerner: You had to be a Class "A" license holder. We have bars that are Class "A" license holders that aren't restaurants, but they derive more than half of their income from non-gaming sources. That is the provision that you had years ago to address the concern about having someone receiving more gaming funds than liquor or non-gaming revenues. Even if this Special Use License is granted, they still have to derive more income from non-gaming sources and you have a mechanism in here where they have to provide you with the record, upon the Mayor's request, in order to confirm that. So that is why it is written that way to insure that your bars and/or restaurants with liquor licenses would only have gaming if it wasn't their primary function. They still have to satisfy that.

Alderson Elmore: We can legally deny this, we can legally say no, we do not want a Class "A" liquor license at this Event Center space.

City Attorney Hoerner: Correct, you would just have to give reason in line with the Zoning Code.

Alderson Elmore: It would have to be a reason other than - - -

City Attorney Hoerner: It would have to be a normal reason that addresses the factors of a Special Use Permit.

Director of Economic Development, Planning & Zoning, Clifford Cross: You have your advisory report with findings of fact you have to refute based on that, it is not compatible with the neighborhood (inaudible) things like that.

Alderson Elmore: Is a video parlor compatible with the neighborhood?

Director of Economic Development, Planning & Zoning, Clifford Cross: In a sense it is a bar and that is where I was going, what is unique is ironically that is what I was starting to touch on you have to go through the Special Use Permit for the with issuance of the Liquor License, technically, bars are defined as a service establishment and permitted by right in a "C-2" District. You are really regulating the Liquor License as opposed to the establishment of a service-oriented bar, the way the current code is written.

Alderson Elmore: This application, if this does get approved tonight, will be in the name of the applicant only?

Director of Economic Development, Planning & Zoning, Clifford Cross: Absolutely, because if they cease operations, the next person I would recommend, and that is why we talked about putting in the name of the applicant only, because if they leave and they cease operations we don't want the argument that it is a legal non-conforming grandfathered use that can carry over to a new owner. In a sense you can put that kill switch in there at that point.

Aldersperson Elmore: And if they cannot prove that they are doing more Event Center space business versus video gaming business does that revoke their gaming license - - -

Director of Economic Development, Planning & Zoning, Clifford Cross: It would revoke their liquor license per the Mayor, we would have to come back if we were going to revoke it via the Special Use Permit, we would have to go through the Public Hearing process and take it back to ZBA (inaudible) this is the avenue for the Liquor Commissioner to be able to issue that liquor license, she still has the authority to attach conditions based upon the liquor license requirements as the Liquor Commissioner and things like that.

Aldersperson Elmore: I caution us all to have a video gaming parlor in the City of Belleville, you can call it what it is, it is going to be a video gaming parlor.

Director of Economic Development, Planning & Zoning, Clifford Cross: We recognize that, (inaudible) before we did those amendments, we recognized that from working on amendments because what is a gaming parlor, is it a lounge, is it a private club, what is it. We are trying to find a better way to address that.

Aldersperson Elmore: So, it is no longer an event space - - -

Director of Economic Development, Planning & Zoning, Clifford Cross: It is a combo, it's a different - - -

Aldersperson Elmore: Lipstick on a pig.

Aldersperson Whitaker: I have heard a couple of contradictory remarks, I just want to get some clarification. Is gaming allowed both in the Class "A" and Class "F" and the letter of the permit just relates to the hours of operation? Because I thought I heard the attorney say it was only allowed in Class "F".

Director of Economic Development, Planning & Zoning, Clifford Cross: Garrett correct me if I am wrong on this, the liquor license is (inaudible) per State Statute and then really the only thing that is outside of that would be a truck stop, but when you look at it we don't restrict any via liquor license, gaming is restricted by that amendment about two or three months ago when we brought it through Legal and Ordinance that basically regulates gaming and basically assigns it to only three different classifications (inaudible) you go into a private club, it had already been not allowed in convenient stores per that ordinance from years ago, we came back as opposed to saying this is not what it is about, we basically said these are the uses that are allowed in and four original proposals was the Event Centers, because sometimes they want to use them as an accessory use, bars, restaurants, and the private clubs like VFWs. When we came out of Legal and Ordinance, the concern was they could potentially end up in an Event Center, so we took that out. They are not allowed in an Event Center, but as I go back, they already made their application they already established it, they already went through all that

process prior to the adoption of that Ordinance. They got in under the radar with their application prior to that amendment.

Alderson Schaefer: Here is what I am asking, we already approved them to have gaming in their place, we all voted on that, and we voted okay because that happened in the past. I am pretty sure we voted on it as a Council.

Director of Economic Development, Planning & Zoning, Clifford Cross: When they came in as an Event Center, that was before the Special Use Permit, there is nothing to stop them from making that application.

Alderson Schaefer: My second question is didn't we vote for Tribout's Bingo place to have machines? What is the difference here?

Director of Economic Development, Planning & Zoning, Clifford Cross: So, and that was another reason to clean that up because if you remember everybody was coming in as an Event Space and there were about ten different things that we had to define what kind of business (inaudible) short answer is Tribout's falls more under amusement, we are not classifying them as an Event Space. Very same situation, they probably wouldn't have been allowed if they hadn't done it before the amendment.

Alderson Randle: I guess the one outstanding question I would have, we have a number of Event Spaces that are operating under a Class "F" liquor license and what mechanism would then be in place to prevent them from reclassifying as a Class "A" liquor license?

City Attorney Hoerner: Whether it is a Class "A" or a Class "F", under 111.004 video gaming stickers and a liquor license and when this was enacted back in I believe it was amended back in 2018 but it was enacted earlier than that, the whole idea of the restriction in the non-gaming revenue versus gaming revenue was to avoid what we will call the gaming parlor and it was prominently intended for gaming so regardless if somebody has an "A-1" license or an "F-1" license, (inaudible) prohibited there is a Class "C", just because you have a liquor license you don't get the video gaming sticker unless you demonstrate to the satisfaction of the City, and the City can ask to see their books after a period of time and determine whether or not they are getting more than 50% of the revenue from non-gaming sources. That is why that provision was put in there back after the advisory referendum was to avoid the Video Gaming Parlor - -

Alderson Randle: Excuse me Garrett I guess my question is focusing on we have an Event Center with a Class "F" license, and then they come in and apply for a Class "A" to essentially give them the ability to be a bar.

City Attorney Hoerner: That is correct, you are no longer an Event Center because if you are a bar with liquor license you can host private events.

Alderson Randle: Well currently we have a restriction on the number of Class "A" licenses at fifty-three I believe, so I guess what I am really kind of concerned about is that in some of these places they are concentrated Event Centers in terms of their locations, others are already located near other bars, Class "A" license facilities are operating there. What have we done, I don't know if we have really done anything to address that consolidation, if you will, that would prevent that type of competition on encroaching on an established business.

Mayor Gregory: Well, we have less than fifty-three licenses right now.

Alderson Randle: Well, I understand that, but what I am questioning, and we could always amend that as well - -

Mayor Gregory: Well, I think because this was basically grandfathered in before all the ordinance changes were done, hopefully the ordinance changes that have been made would prohibit more people to come through for changing from “F” to “A”.

Director of Economic Development, Planning & Zoning, Clifford Cross: Two key amendments that have taken place since they started their process was you now define Event Centers in your Zoning Code. You have supplementary regulations that regulate the number of Event Centers that you have in the City under distance separation. There in itself regulates the number of Event Centers that you can have, we are at a max, I believe right now, I believe at twelve and you have to be a mile and half away from another one and it has to be in a stand alone building but then you follow that up with the Gaming amendment that basically said you can't have them in Event Centers. That really takes care of that moving forward, the issue here that we go back to is the question, did they have vested interest vested rights and was that in their model when we legally established and got a Commercial Occupancy sounds like they made that application to have the games at that point. That is kind of why we are here, you have the right to deny it, it is just they were here first, and they have vested right to make that application.

Alderson Randle: Mayor, I hate to press the point here, but I don't believe that my question has been answered. Maybe I can help out in a way here. It would be subject to the Liquor Commissioners approval, would it not Garrett? It would be subject to the Liquor Commissioners approval in terms of that reclassification from that Class “F” to Class “A”.

City Attorney Hoerner: Correct, there is the application for a Special Use Permit and Council, and then the Mayor as the Liquor Commissioner would issue the license, but what you say is accurate that if I have a Class “F” Special Events and I change that to an “A-1” and in order to get that you are going to get regular hours you are now a tavern so you're really not an Event Center so nothing prohibits restaurant or bar from having regular hours from having an event it happens all the time, rent out rooms or sometimes they rent out the whole bar, but this amounts to practically speaking a diversion from an Event Space to a bar and/or restaurant.

Mayor Gregory: And also, the Liquor Commissioner sets the time, the closing and opening times.

Members voting aye on roll call: Randle, Ferguson, Anthony, Ovian, Schaefer, Rothweiler, Sullivan, Osthoff, Whitaker, Schneider, Duco, Eros. (12)

Members voting nay on roll call: Elmore, Weygandt (2)

Motion carries with a vote of 12:2

45-OCT23 GUL FOOD ENTERPRISES, LLC: Request for a Special Use Permit to establish and operate a “Convenience Store” at 925 South Belt West (08-29.0-219-006) located in a “C-2” Heavy

Commercial District. (Applicable sections of the Zoning Code: 162.248, 162.516) Ward 5. *Zoning Board of Appeals recommended APPROVAL, with a vote of 4-0*

46-OCT23 FAMILY DOLLAR INC. C/O ROB HOSACK: Request for a Special Use Permit for a “Class C liquor license” at 6401 West Main Street, Suite 200 (07-12.0-213-027) located in a “C-2” Heavy Commercial District. (Applicable sections of the Zoning Code: 162.248, 162.516) Ward 4. *Zoning Board of Appeals recommended APPROVAL, in the Name of the Applicant Only, with a vote of 4-0*

50-OCT23 AUTHENTIC PROPERTIES RELIANCE, LLC – MARTHA GIBSON: Request for a Special Use Permit to establish and operate an “Event Center” at 28 North 64th Street (07-12.0-213-016) located in a “C-2” Heavy Commercial District. (Applicable sections of the Zoning Code: 162.006, 162.248, 162.401, 162.516) Ward 4. *Zoning Board of Appeals recommended DENIAL, with a vote of 4-0*

51-OCT23 AUTHENTIC PROPERTIES RELIANCE, LLC – MARTHA GIBSON: Request for a Special Use Permit for a “Class F liquor license” at 28 North 64th Street (07-12.0-213-016) located in a “C-2” Heavy Commercial District. (Applicable sections of the Zoning Code: 162.248, 162.516) Ward 4. *Zoning Board of Appeals recommended DENIAL, with a vote of 4-0*

52-OCT23 TOM WODARCZYK: Request for a Sign Installation Permit in the Area of Special Control at 125 East Main Street (08-22.0-333-033) located in a “C-2” Heavy Commercial District. (Applicable sections of the City Code: 165.052, 165.053, 165.090) Ward 2. *Zoning Board of Appeals recommended APPROVAL, with a vote of 4-0*

53-OCT23 INTEGRITY TATTOOS – JASON WILSON: Request for a Sign Installation Permit in the Area of Special Control at 120 East Main Street (08-22.0-338-017) located in a “C-2” Heavy Commercial District. (Applicable sections of the City Code: 165.052, 165.053, 165.090) Ward 6. *Zoning Board of Appeals recommended APPROVAL, with a vote of 4-0*

54-OCT23 UNITED INK – TIM MIESNER: Request for a Sign Installation Permit in the Area of Special Control at 113 East Main Street (08-22.0-333-027) located in a “C-2” Heavy Commercial District. (Applicable sections of the City Code: 165.052, 165.053, 165.090) Ward 2. *Zoning Board of Appeals recommended APPROVAL, either the sign or sign addition, as long as it complies size wise with the sign ordinance, with a vote of 4-0*

56-OCT23 CITY OF BELLEVILLE ZONING CODE AMENDMENT: Request for amendments of Title XV (Land Usage) of the Revised Ordinances of the City of Belleville, Illinois, Section 162.474 “Non-Conforming Uses Occupying a Structure” and Section 162.475 “Non-Conforming Uses of Land”. *Zoning Board of Appeals recommended APPROVAL, with the stipulation of removing two family or duplex content, with a vote of 4-0*

Aldersperson Eros made a motion second by Aldersperson Sullivan to approve the requests as read.

Director of Economic Development, Planning & Zoning, Clifford Cross: I hate to have to do this but Zoning Code Amendment, they made a recommendation, I am actually going to request an amendment to that specifically we reincorporate that section back into the code and it says for the purposes of multiple family dwellings, discontinuance of use can, I want to replace can with shall, the

reason being if you look at the construction in terms of the zoning code, shall is the law and not up to interpretation, it means if they discontinue that use, they are not going back to a (inaudible) it is just clean up.

City Clerk Gain Meyer: So, the vote tonight once I have a motion on this, and we have a second and that will include the amendment for the change.

Aldersperson Elmore: A yes vote goes with what the Zoning Board has said?

City Clerk Gain Meyer: Correct.

All members present voted aye.

Motion carries.

48-OCT23 RACHID AYADI: Request for a Special Use Permit to establish and operate a “Convenience Store” at 5112 North Belt West (08-18.0-208-054) located in a “C-2” Heavy Commercial District. (Applicable sections of the Zoning Code: 162.248, 162.516) Ward 8. *Zoning Board of Appeals recommended APPROVAL, with a vote of 4-0*

Aldersperson Eros made a motion second by Aldersperson Sullivan to approve the request.

Aldersperson Osthoff: I am just going to say that sitting on the Economic Development Committee I know that we have been talking for months about redeveloping that area, I don’t know that a convenience store is going to be the highest and best use of this property at this point and time. I know that we have a Comprehensive Plan that we are going to be trying to redevelop that section of the City. I have had issues this summer the neighbors have told me from behind that area with that building so I am not in favor, I would rather us as a Council not just in Ward 8, but throughout the City but specifically in Ward 8 really have a better understanding and a more comprehensive development plan of what we are going to do instead of just doing these smaller, I want to develop everything, I just want to do it with a more comprehensive plan type of way.

Director of Economic Development, Planning & Zoning, Clifford Cross: Aldersperson Osthoff is correct, they are working on an Economic Development strategy that will hopefully be adopted in the beginning of 2024 and then Phase II is to follow up with the Comprehensive Plan we are due for a rewrite in 2024 and will be looking at areas of anchor developments and character areas at that intersection we have been talking about some development there and specifically incentives that further promote the redevelopment there. It is in close proximity. I don’t recall any neighbors coming to the meeting, but it could create some foot traffic that close to that residential neighborhood to the (inaudible). There obviously could be some traffic that would cause some issues and we are moving forward with a long-range plan. We are not there yet.

Voice votes inconclusive.

Members voting aye on roll call: Anthony, Ovian, Schaefer, Sullivan, Schneider, Duco, Randle (7)

Members voting nay on roll call: Ferguson, Rothweiler, Elmore, Weygandt, Osthoff, Whitaker, Eros (7)

Mayor Gregory: I understand what Ms. Osthoff is saying and I am all for it and (inaudible) this is a tricky one. I would like to know a little bit more Cliff if you could tell us what all is going to be involved with the convenience store.

Director of Economic Development, Planning & Zoning, Clifford Cross: The convenience store models they are a smaller version of home goods type sales, there are some that have gas pumps and sell home goods there, but then you have convenience stores that just sell a gallon of milk, you can get a twelve pack of beer sometimes, they did not ask for a liquor license here, I will stress that. Convenience stores are also further regulated by City Code because they have (inaudible) they cannot have any things like that, but what they have asked for is a traditional convenience store that will have the opportunity to have those types of items for retail sales and sounds like they may, depending on the model used, may have some hot food sales as well. Not to mention your new gas stations, they have the hot food that is in them as well, you can get a six pack of sliders and get your gas and get your cup of coffee all at the same place. They will not be selling gas. This just does not have enough lot to even accommodate anything like that, it is just primarily foot traffic and a few vehicles that will be coming in to buy a gallon of milk or something of that effect.

Mayor Gregory: I am going to vote in favor.

Director of Economic Development, Planning & Zoning, Clifford Cross: I will stress you can always ask for more information, if that is something you want to do, kick it back to the ZBA, that is something you can always do.

City Attorney Hoerner: This is a Special Use Permit, correct?

Director of Economic Development, Planning & Zoning, Clifford Cross: Correct.

City Attorney Hoerner: So, you have full Council here under 162.519 Council may approve or disapprove of a Special Use Permit by a vote pass of a simple majority vote of all members holding office, which is going to be nine. The Mayor can vote when it is seven to seven, but you need nine votes in order to approve it or disapprove it. You will not have nine votes either way, so it is going to fail, it will then have to come back to a meeting to where you have a full Council.

Aldersperson Osthoff: So, do we table it or do we - -

City Attorney Hoerner: The Mayor still votes when it is a tie, but it won't carry over sufficiently to approve or disapprove so it just fails. Under the action of the Council, you have to have a simple majority. Either way it goes back. If you want to table it to go back to a specific meeting otherwise, it will come back at the next meeting.

Multiple people talking.

No simple majority. Motion fails and goes back to next meeting for a full Council vote.

49-OCT23 MICHAEL WAGNER: Request for a Special Use Permit to construct a metal building exceeding 160 square feet at 0 Gass Avenue (08-28-0-112-055) located in an "A-1" Single-Family

Residence District. (Applicable sections of the Zoning Zode: 162.094, 162.516) Ward 5. *Zoning Board of Appeals recommended APPROVAL, with a vote of 4-0*

Aldersperson Schaefer made a motion second by Aldersperson Eros to make an amendment to non-commercial, personal use by the applicant only.

Aldersperson Schaefer: Can I ask if you have talked to Mr. Wagner about maybe switching the location?

Director of Economic Development, Planning & Zoning, Clifford Cross: We have not gotten to that point, no. So, I mean I can talk to him, some of the items that came up during the ZBA was run off issue that we identified, and we can put that as part of the administrative plan review process. The short answer is no, we have not talked to him about moving.

Aldersperson Schaefer: So, plans are not out in the open yet?

Director of Economic Development, Planning & Zoning, Clifford Cross: They are not, we have seen a concept of the footprint, but we have not gone through formal review, they wanted to make sure they got the blessing before they started moving on.

Aldersperson Schaefer: And if it then goes through the plans, that is when we can talk about the placement of the building, correct:

Director of Economic Development, Planning & Zoning, Clifford Cross: Well, if you don't approve it contingent upon the way you want it to look then they are just going to be subject to underlining zoning setbacks and conventional standards.

Aldersperson Schaefer: Can I add that to the amendment?

Aldersperson Whitaker: Would it be a different parcel number though? And then - -

Aldersperson Schaefer: No that is all one parcel.

Director of Economic Development, Planning & Zoning, Clifford Cross: My understanding is it is all under one parcel number it is a larger lot we would have to strategically look where he wants to put it or where it would fit, some of the other things that would have to be looked at obviously, would have to be how it affects the run off, the curb cuts, impervious surface ratio and things like that. Something that could be done, this is a little tricky, so first off, the reason that we actually have two actions here, you look at the way the code is currently written, it allows for an avenue for anyone in certain underlying zoning districts to make Special Use Permit to put up a metal building exceeding 150 square feet. Doesn't designate if it is private or commercial use, it just says it is a metal building over 150 square feet. The dilemma is that one of the underlying zoning districts actually called out an accessory metal building exceeding 150 square feet. So, this really isn't as clean in terms of saying you can't have a stand alone building. We are working on it there for that, but since it does go into a residential or personal use really isn't 100% clear whether you have to go through the site plan review and approval process which goes in front of the Planning Commission and then comes back with their recommendation, what you can do you can make it contingent on going through the site plan approval process. If it goes in front of the Planning Commission, we can work out those details and then it can

come as recommendations of the Planning Commission to you as a whole Council. That is when you get a second look at what it is going to look like, where it is going to be and those types of issues.

City Attorney Hoerner: Cliff isn't this a Special Use Permit for the metal building and a Use Variance from Storage Use.

Director of Economic Development, Planning & Zoning, Clifford Cross: Yes, it is a Use Variance because it wasn't defined in that. Yes, correct.

Aldersperson Weygandt: Cliff I was looking at this photo here and I see the X down here I guess that is where he wants to put it before.

Director of Economic Development, Planning & Zoning, Clifford Cross: Yes, he wants to put it up near the front.

Aldersperson Weygandt: If he moved it down here at the X; I have to agree with the gentleman, you know you have twenty houses here and then down here where the yellow is there are only four houses. I can see the man's point, maybe you can talk to this gentleman about maybe, if he owns all this property, maybe he could move it from there to down here and I think that would satisfy a lot of - - -

Director of Economic Development, Planning & Zoning, Clifford Cross: We would be happy to talk to him, I am just saying unless you have the conditions in there, the setbacks and stuff are going to be regulated by the underlying zoning, not Special Use you can attach.

City Attorney Hoerner: What you are addressing tonight is a Special Use Permit for the metal building exceeding 150 square feet that is part 5, part 11 is the Use Variance for the storage usages. These other issues you have, you will have to discuss with him and you will have to make a decision whether or not you talk to the applicant about it, or you approve it. We are here for the usages. If you all have specific information now, you need to talk to the applicant before you vote.

Aldersperson Eros: If we vote yes without putting any sort of tag on it, then you know - - -

City Attorney Hoerner: These other issues about where the building is going, that is something that you want to know in advance of your vote.

Aldersperson Eros: We need to table it or send it back.

Director of Economic Development, Planning & Zoning, Clifford Cross: That can be a condition where you go through the site plan approval process, but unless that condition is put in there, then I don't think we can require that, it is not a commercial build, it is not a commercial type of structure. And that is something else, one of the big things that came up, how do we know he's not going to be operating a garage out of it. You know, people coming over there, what we talked about was, and I remember saying this, the Special Use Permit allows for you to put up the metal building, I don't think you want to attach "in the name of the applicant only" once the building is up, the building is up. You can't take it down, but the Use Variance that is one reason why we went and did that too, because we wanted to make sure it didn't become a regulatory issue or a policing issue every time that property sold where somebody decides to put in a machine shop or something out there, we still have that control

of what can operate there per that Use Variance. It is not going to be an open checkbook to do whatever commercial operation they wanted to do there, it is for personal storage.

Alderson Schaefer: I think we need clarity; we need to table it.

Multiple people saying we need to table it.

Alderson Eros made a motion second by Alderson Schneider to table this item in order to get more information.

Alderson Whitaker: Are we wanting to table this or are we wanting to send it back to ZBA for clarification? Tabling is just going to bring it back here, we are not going to get the answers that we need.

City Attorney Hoerner: The ZBA has already acted and historically, you have tabled items that you have needed additional information for your vote.

Alderson Whitaker: I just want to make sure it doesn't come back, and we are in the same position.

Multiple people talking.

Alderson Schaefer: I just want to make sure we make the neighbors happy and the person who wants to put the building up because they are all part of this Ward even the person who wants to put this up, is part of this Ward. I want to make sure we make everyone happy.

Director of Economic Development, Planning & Zoning, Clifford Cross: What I can tell you, there is an amendment coming that is not going to allow for the opportunity for anybody to apply for a stand-alone metal building over 150 square feet, unfortunately the way the Ordinance is currently written we are going through the Special Use Permit process. I am not a big fan of having to go through a Special Use Permit.

Alderson Schaefer: Here is what I am going to say, he has already brought this to us, and I do not think it is fair to turn around and change an amendment, he has already been grandfathered in, he cannot, to me that is not fair.

Director of Economic Development, Planning & Zoning, Clifford Cross: No, that is exactly why he is bringing these before you, absolutely.

Alderson Ovian: I was at that meeting, there was nobody that came there to object to this, so to go ahead now and change things we ought to be ashamed of ourselves. Let's go ahead and approve it and get it done.

Multiple people speaking.

Alderson Whitaker: The advisory report, there were many objections.

Director of Economic Development, Planning & Zoning, Clifford Cross: There were neighbors that came and spoke their concerns.

Aldersperson Weygandt: Cliff, talk to the gentleman maybe he will say well that is fine with me I'll move it down in there, then that would solve the whole problem. I can see their point of view at this angle here compared to this one down here. You said, the gentleman said (inaudible) this land is flat, and you wouldn't have to do any excavating and it might be costing less. I don't know if the gentleman here ought to talk (inaudible).

Aldersperson Schneider: It is only going to be used for storage, it is not going to be a business?

Multiple people saying no.

Director of Economic Development, Planning & Zoning, Clifford Cross: That is why they need a Use Variance to protect the neighborhood from the use. It will change the building itself, but we weren't going to be (inaudible) I think that is the intent, (inaudible) in control to make sure it doesn't turn into a (inaudible) commercial operation.

Aldersperson Schaefer: This is not going to be a shoddy job, I can tell you that now, it is going to be a very - - -

Aldersperson Schneider: If it is going to be like a Morton Building, I know what they look like, they can look like a house.

Aldersperson Schaefer: That is what it is going to be, it is not - - -

Aldersperson Schneider: I have seen people live in half of them out in the country and the barn is the other half out in the country.

Multiple people speaking.

City Clerk Gain Meyer: We have a motion and a second to table and bring back to the next meeting.

All members present voted aye.

Motion carries.

55-OCT23 MICHAEL WAGNER: Request for a Variance to construct a standalone personal storage building at 0 Gass Avenue (08-28-0-112-055) located in an "A-1" Single-Family Residence District. (Applicable sections of the Zoning Code: 162.094, 162.516) Ward 5. *Zoning Board of Appeals recommended APPROVAL, with a vote of 4-0*

Aldersperson Randle made a motion to table second by Aldersperson Eros.

All members present voted aye.

Motion carries.

COMMUNICATIONS

DOWNTOWN COOKIE STROLL – 12/08/2023 and 12/09/2023

Request from Belleville Main Street to add additional day to the Downtown Cookie Stroll, Friday, December 8, 2023 and Saturday, December 9, 2023, 10:00am to 6:00pm. Additional City services: access to City Hall as a cookie stop – Downtown Belleville

LINCOLN THEATRE CONCERT - 02/24/2024

Request from Lincoln Theatre to host LG Concert, Saturday, February 24, 2024, 6:00pm to 11:00pm. Additional City services: closure of up to 25 parking spaces in City parking lot at corner of North High Street and East “A” Street, barricades, and metal bike racks.

LINCOLN THEATRE CONCERT - 04/19/2024

Request from Lincoln Theatre to host Foghat, Friday, April 19, 2024, 6:00pm to 11:00pm. Additional City services: closure of 10 parking spaces in City parking lot at corner of North High Street and East “A” Street and barricades.

LINCOLN THEATRE CONCERT - 05/17/2024

Request from Lincoln Theatre to host S.A., Friday, May 17, 2024, 6:00pm to 11:00pm. Additional City services: closure of 10 parking spaces in City parking lot at corner of North High Street and East “A” Street and barricades.

LAW DAY RUN – 05/04/2024

Request from St. Clair County Bar Association and Belleville Running Club to hold the Law Day Run, Saturday, May 4, 2024, 9:00am to 12:00pm. Street closure request: North High Street from Main Street to include East "A" Street to North Jackson, 8:30am to 1:00pm. “No Parking” on High Street from East "D" Street to McKinley, on Abend Street and municipal lot behind Lincoln Theatre after 1:00am on Saturday, May 4, 2024. Additional City services requested: toters, barricades, picnic tables, and Police Personnel

HONORING THE LEGACY MEMORIAL DAY 5K - 05/27/2024

Request from Trail Life Troop IL-0078 to host their Legacy Memorial Day 5K, Monday, May 27, 2024, 8:45am to 9:45am. Street closure request: rolling closure along 5K route and close one lane on West Main Street between 2nd and 4th Streets, 8:30am to 10:00am. Additional services requested: barricades, trash toters, water and Police Personnel

QUEEN OF PEACE PARISH FESTIVAL – 09/07/2024

Request from Queen of Peace to host their Parish Festival, Saturday, September 7, 2024, 2:00pm to 11:00pm. Additional City services requested: barricades, trash toters, picnic tables and Police Personnel

ST. AUGUSTINE’S PARISH PICNIC – 09/28/2024

Request from St. Augustine of Canterbury Church to host their Parish Picnic, Saturday, September 28, 2024, 12:00pm to 11:00pm. Additional request: picnic tables and trash toters.

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

All members present voted aye.

Motion carries.

PETITIONS

None.

RESOLUTIONS

None.

ORDINANCES

Aldersperson Rothweiler made a motion second by Aldersperson Randle to read Ordinance 9207, 9208, 9209, 9210, 9213, 9214, 9215, and 9217 by title only.

All members present voted aye.

Motion carries.

ORDINANCE 9207-2023

An Ordinance Authorizing Sale/Conversion of Personal Property – 2014 Crain Carrier – Sanitation Department

ORDINANCE 9208-2023

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

ORDINANCE 9209-2023

A ZONING ORDINANCE IN RE CASE #45-OCT23-Gul Food Enterprises, LLC

ORDINANCE 9210-2023

A ZONING ORDINANCE IN RE CASE #46-OCT23-Family Dollar Inc. C/O Rob Hosack

ORDINANCE 9213-2023

A ZONING ORDINANCE IN RE CASE #52-OCT23-Tom Wodarczyk

ORDINANCE 9214-2023

A ZONING ORDINANCE IN RE CASE #53-OCT23-Integrity Tattoos – Jason Wilson

ORDINANCE 9215-2023

A ZONING ORDINANCE IN RE CASE #54-OCT23-United Ink – Tim Miesner

ORDINANCE 9217-2023

A ZONING ORDINANCE IN RE CASE #56-OCT23-City of Belleville Zoning Code Amendment

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

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

Motion carries.

UNFINISHED BUSINESS

None.

MISCELLANEOUS & NEW BUSINESS

Aldersperson Eros made a motion second by Aldersperson Rothweiler to pay the Motor Fuel Claims in the Amount of **\$814,136.70**.

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

Motion carries.

EXECUTIVE SESSION

None.

ADJOURNMENT

Aldersperson Schaefer made a motion second by Aldersperson Eros to adjourn at 8:16 p.m.

All members voted aye.

Motion carries.

Jennifer Gain Meyer, City Clerk

**CITY OF BELLEVILLE PAYMENT SUMMARY
COUNCIL MEETING - NOVEMBER 20, 2023**

GENERAL FUND

00 - Revenue	\$145,568.24
50 - Administration	\$170,016.33
51 - Police	\$27,915.92
52 - Fire	\$35,541.47
53 - Streets	\$13,002.99
54 - Parks	\$12,265.57
55 - Cemetery	\$2,993.21
56 - Hlth/Sanitation	\$78,836.61
58 - Police/Fire Comm	\$382.00
61 - Health & Housing	\$2,862.26
62 - Economic Dev, Planning & Zoning	\$703.69
82 - Mayor	\$1,010.82
84 - Human Resources	\$223.45
85 - Clerk	\$550.00
86 - Treasurer	\$850.00
87 - Maintenance	\$21,558.27
GENERAL FUND TOTAL	<u>\$514,280.83</u>

SEWER OPERATIONS

75 - Collections	\$13,903.57
77 - Lines	\$12,751.19
78 - Plant	\$50,721.76
SEWER TOTAL	<u>\$77,376.52</u>

04 - Library	\$24,365.74
07 - Park/Rec	\$8,331.79
12 - General & Community Assistance	\$6,004.78
13 - Motor Fuel Tax Fund	\$83,934.77
14 - Fountain Fund	\$13.35
15 - Tort Liability Fund	\$1,412.50
18 - Walnut Hill Future Care	\$155.00
19 - ARPA	\$1,522.50
20 - Campus Fund	\$9,877.46
24 - Sewer Const.	\$21,202.55
25 - Sewer Bond & Interest	\$1,021,184.61
30 - SSA	\$181.83
38 - TIF 3	\$711,271.36
50 - TIF 8 Downtown South	\$136,976.26
58 - TIF 16 Route 15 West Corridor	\$3,523.50
77 - TIF 19 Frank Scott Parkway	\$79,250.84

ALL FUNDS TOTAL	<u><u>\$2,700,556.19</u></u>
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VENDOR #	NAME	DEPT.	AMOUNT
=====			
04	LIBRARY		
176	BARCOM SECURITY	04-00	2,040.15
367	DEMCO, INC.	04-00	134.37
4356	HONEYWELL INTERNATIONAL INC	04-00	5,100.77
5385	INGRAM LIBRARY SERVICES	04-00	3,952.50
6651	PETTY CASH-LIBRARY	04-00	122.78
AM063	AMAZON BUSINESS	04-00	68.06
BL046	BLACKSTONE PUBLISHING	04-00	517.92
CE018	CENGAGE LEARNING INC/GALE	04-00	75.99
CI037	CINTAS	04-00	125.25
CL029	CLINE, REBECCA	04-00	97.70
CL053	CLEARWAVE FIBER	04-00	159.60
CO192	COLIBRI SYSTEM	04-00	515.16
DE074	DE LAGE LANDEN FINANCIAL SERVICES	04-00	929.30
GR102	GRIGGS ADVERTISING, LLC	04-00	762.90
LO053	LONGSHORE, BARBARA	04-00	29.99
MI000	MIDWEST TAPE	04-00	832.01
MI064	MISSISSIPPI VALLEY LIBRARY DISTRI	04-00	34.95
PR070	PRESTOX	04-00	106.11
RA038	RAILS	04-00	365.00
TE026	TECSRV	04-00	1,080.26
US015	US SIGNAL COMPANY, LLC	04-00	3,619.33
WA089	WATTS COPY SYSTEM, INC	04-00	463.22
	**TOTAL		21,133.32
04	LIBRARY	GRAND TOTAL	21,133.32
	GRAND TOTAL FOR ALL FUNDS:		21,133.32
	TOTAL FOR REGULAR CHECKS:		20,998.95
	TOTAL FOR DIRECT PAY VENDORS:		134.37

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VENDOR #	NAME	DEPT.	AMOUNT
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12 GENERAL & COMMUNITY ASSISTANCE

AM061	AMEREN ILLINOIS	12-00	1,969.64
CI031	CITY OF BELLEVILLE	12-00	118.09
GE036	GEICO INSURANCE	12-00	91.65
IL088	ILLINOIS AMERICAN WATER	12-00	385.84
KA041	KASSLY MORTUARY	12-00	500.00
TM004	T-MOBILE	12-00	186.46

**TOTAL			3,251.68
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12 GENERAL & COMMUNITY ASSISTANCE	GRAND TOTAL	3,251.68
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GRAND TOTAL FOR ALL FUNDS:	3,251.68
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TOTAL FOR REGULAR CHECKS:	3,251.68
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VENDOR #	NAME	DEPT.	AMOUNT
=====			
01 GENERAL FUND			
BO077	BOLIN MANAGEMENT	01-00	60.00
BR130	BROWN PROPERTY MANAGEMENT	01-00	30.00
HA209	HALO HOLDINGS, LLC	01-00	30.00
HO129	HOLMAN HOME INVESTING, LLC	01-00	30.00
KU015	KUNKEL WITTENAUER GROUP	01-00	240.00
OF010	O'FALLON HARDWARE, LLC, NP PROPER	01-00	2,051.14
OH006	OHASHI, CASSIA	01-00	30.00
SO050	SONOMA CAP RE FUND II, LLC	01-00	2,432.45
UM001	UMB BANK - CORPORATE TRUST	01-00	140,664.65
**TOTAL			145,568.24
ADMINISTRATION			
1547	THOUVENOT, WADE, & MOERCHEN INC	01-50	5,833.50
201	BELLEVILLE BOWLING & SPORTS SHOP	01-50	110.00
3119	COMPUTYPE IT SOLUTIONS	01-50	2,544.00
486	HANK'S EXCAVATING & LANDSCAPING,	01-50	60,658.71
5270	HORNER & SHIFRIN, INC	01-50	1,050.39
551	ILLINOIS AMERICAN WATER	01-50	11,701.92
575	ILLINOIS MUNICIPAL LEAGUE	01-50	2,500.00
7717	BELLEVILLE MAIN STREET, INC.	01-50	336.00
966	ILLINOISOUTH TOURISM	01-50	7,675.00
AT012	AT & T MOBILITY	01-50	1,165.36
AT028	AT&T	01-50	3,572.44
CD003	SHRED-IT USA LLC	01-50	294.03
CH030	CHARTER COMMUNICATIONS	01-50	275.10
CO139	CONSTELLATION NEW ENERGY, INC	01-50	9,690.33
CR074	CREATIVE DISPLAYS, INC.	01-50	35,400.00
GL023	GLOBAL TECHNICAL SYSTEMS, INC	01-50	1,437.50
GW000	GWIN, KEISHA	01-50	50.00
IB003	IBM CORPORATION	01-50	1,218.00
LO029	LOCHMUELLER GROUP	01-50	6,830.68
MC118	MCCLATCHY COMPANY LLC	01-50	94.72
NO021	NOBLESIRE CARRIAGES, INC	01-50	3,920.00
SC042	SCHWAB, STEVEN	01-50	1,972.60
UM001	UMB BANK - CORPORATE TRUST	01-50	11,567.43
**TOTAL ADMINISTRATION			169,897.71
POLICE DEPARTMENT			
1652	SOUTHWESTERN IL LAW ENFORCEMENT	C01-51	8,500.00
3119	COMPUTYPE IT SOLUTIONS	01-51	658.00
365	WIRELESS USA	01-51	1,212.31
3728	DOBBS AUTO CENTERS, INC.	01-51	151.22
4162	SOUTHERN ILLINOIS POLICE CHIEFS	A01-51	400.00
4902	AT & T	01-51	558.80
515	HOME-BRITE ACE HARDWARE	01-51	75.28
6122	VERIZON WIRELESS	01-51	1,898.12
657	LEON UNIFORM COMPANY, INC.	01-51	696.50
AL041	ALL IN SHIPPING	01-51	56.58

VENDOR #	NAME	DEPT.	AMOUNT
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01 GENERAL FUND

FIRE DEPARTMENT
STREETS

1138	WOODY'S MUNICIPAL SUPPLY CO.	01-53	3,385.82
2384	HOMETOWN ACE HARDWARE	01-53	200.92
3445	DAVE SCHMIDT TRUCK SERVICE	01-53	535.67
385	DON'S HARDWARE, INC.	01-53	7.70
4902	AT & T	01-53	562.43
515	HOME-BRITE ACE HARDWARE	01-53	312.39
834	QUALITY RENTAL CENTER	01-53	250.00
AD002	ADVANCE AUTO PARTS	01-53	12.60
BU079	BUSEY BANK	01-53	51.11
CD003	SHRED-IT USA LLC	01-53	6.00
CH030	CHARTER COMMUNICATIONS	01-53	184.28
ED029	EDWARDS EQUIPMENT LLC	01-53	109.07
EQ003	EQUIPMENTSHARE.COM, INC	01-53	210.00
GO005	GOODALL TRUCK TESTING	01-53	163.00
HO034	HOME DEPOT CREDIT SERVICES	01-53	549.36
LO010	LOWE'S	01-53	383.75
MC125	MCKAY AUTO PARTS BELLEVILLE	01-53	374.97
ME037	MEURER BROTHERS, INC	01-53	1,200.00
OR001	O'REILLY AUTO PARTS	01-53	87.14
SU032	SUNBELT RENTALS, INC	01-53	1,127.82
UN027	UNIFIRST CORPORATION	01-53	488.96
WA066	WARNING LITES OF SOUTHERN ILLINOI	01-53	2,800.00

**TOTAL STREETS

13,002.99

PARKS DEPARTMENT

214	BELLEVILLE SUPPLY COMPANY	01-54	15.92
272	MISSELHORN, BENJAMIN	01-54	20.00
378	DINTELMANN NURSERY & GARDEN CTR,	01-54	2,114.00
4902	AT & T	01-54	1,524.19
515	HOME-BRITE ACE HARDWARE	01-54	228.52
551	ILLINOIS AMERICAN WATER	01-54	2,323.55
5681	PIIONEER MANUFACTURING CO	01-54	9.23
7650	TISCH MONUMENTS, INC.	01-54	250.00
7678	SHILOH VALLEY EQUIPMENT CO	01-54	443.76
834	QUALITY RENTAL CENTER	01-54	110.00
AM063	AMAZON BUSINESS	01-54	611.80
AT012	AT & T MOBILITY	01-54	16.80
CH030	CHARTER COMMUNICATIONS	01-54	114.98
CO021	COMMERCIAL DOOR	01-54	290.84
CO139	CONSTELLATION NEW ENERGY, INC	01-54	1,522.05
CU017	CULLIGAN/SCHAEFER WATER CENTERS	01-54	40.80
HO034	HOME DEPOT CREDIT SERVICES	01-54	533.56
JO048	JOHNNY ON THE SPOT 347	01-54	1,082.00
MU029	MULLETT, SCOTT W	01-54	127.05
OR001	O'REILLY AUTO PARTS	01-54	64.34
TR035	TRACTOR SUPPLY CREDIT PLAN	01-54	71.76
UN027	UNIFIRST CORPORATION	01-54	277.82

VENDOR #	NAME	DEPT.	AMOUNT
=====			
01	GENERAL FUND		
PARKS DEPARTMENT			
WA066	WARNING LITES OF SOUTHERN ILLINOI	01-54	472.60
**TOTAL PARKS DEPARTMENT			12,265.57
CEMETERY DEPARTMENT			
267	BUILDING PRODUCTS CORP.	01-55	518.62
272	MISSELHORN, BENJAMIN	01-55	478.96
BO006	BOBCAT OF ST LOUIS	01-55	1,635.80
TR035	TRACTOR SUPPLY CREDIT PLAN	01-55	244.97
UN027	UNIFIRST CORPORATION	01-55	114.86
**TOTAL CEMETERY DEPARTMENT			2,993.21
HEALTH & SANITATION			
3445	DAVE SCHMIDT TRUCK SERVICE	01-56	28,389.07
393	DUTCH HOLLOW JANITORIAL SUPPLIES	01-56	238.80
486	HANK'S EXCAVATING & LANDSCAPING,	01-56	970.61
661	LIESE LUMBER CO., INC.	01-56	517.00
CO073	COTTONWOOD HILLS RDF	01-56	42,388.64
DI036	DISCOVERY FIRST AID & SAFETY SERV	01-56	54.25
EQ003	EQUIPMENTSHARE.COM, INC	01-56	210.00
GO005	GOODALL TRUCK TESTING	01-56	41.00
MA045	MADD TOWING INC	01-56	495.00
MI009	MIDWEST INDUSTRIAL SUPPLIES & SER	01-56	898.50
MI091	MINTON OUTDOOR SERVICES INC	01-56	3,048.00
PO056	POINTE PEST CONTROL -IL, LLC	01-56	98.00
ST043	ST LOUIS COMPOSTING INC	01-56	637.50
UN027	UNIFIRST CORPORATION	01-56	850.24
**TOTAL HEALTH & SANITATION			78,836.61
POLICE & FIRE COMM.			
IL038	ILLINOIS ASSOCIATION OF CHIEFS OF	01-58CE	382.00
**TOTAL POLICE & FIRE COMM.			382.00
HEALTH & HOUSING			
1252	LOCIS	01-61	185.00
402	EGYPTIAN WORKSPACE PARTNERS	01-61	159.94
989	STEIN AUTOMOTIVE. INC	01-61	72.25
AM063	AMAZON BUSINESS	01-61	115.36
BR151	BROWN, LOWELL GENE	01-61	199.71
JS001	J.S. HELD LLC	01-61	2,130.00
**TOTAL HEALTH & HOUSING			2,862.26
ECONOMIC DEV, PLANNING & ZONING			
HE102	HEWLETT-PACKARD FINANCIAL SERVICE	01-62	312.97
MC118	MCCLATCHY COMPANY LLC	01-62	390.72
**TOTAL ECONOMIC DEV, PLANNING & ZONING			703.69

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VENDOR #	NAME	DEPT.	AMOUNT
=====			
04	LIBRARY		
4902	AT & T	04-00	810.99
551	ILLINOIS AMERICAN WATER	04-00	48.24
AT028	AT&T	04-00	986.29
CH030	CHARTER COMMUNICATIONS	04-00	254.97
CO139	CONSTELLATION NEW ENERGY, INC	04-00	1,108.96
	**TOTAL		----- 3,209.45
	04 LIBRARY	GRAND TOTAL	3,209.45

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VENDOR #	NAME	DEPT.	AMOUNT
07 PLAYGROUND AND RECREATION			
201	BELLEVILLE BOWLING & SPORTS SHOP	07-00	1,838.39
3119	COMPUTYPE IT SOLUTIONS	07-00	30.00
4902	AT & T	07-00	520.57
551	ILLINOIS AMERICAN WATER	07-00	73.54
AM063	AMAZON BUSINESS	07-00	321.95
AT028	AT&T	07-00	530.17
BT002	BTHS DISTRICT 201	07-00	479.26
BU079	BUSEY BANK	07-00	3,169.45
CO139	CONSTELLATION NEW ENERGY, INC	07-00	444.31
GR037	GRANT, MARY ROSE	07-00	532.00
HO034	HOME DEPOT CREDIT SERVICES	07-00	21.86
LE079	LET'S CELEBRATE DJS + VIDEOGRAPHY	07-00	295.00
ST230	STAPLES	07-00	75.29
	**TOTAL		8,331.79
07 PLAYGROUND AND RECREATION	GRAND TOTAL		8,331.79

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VENDOR #	NAME	DEPT.	AMOUNT
=====			
12	GENERAL & COMMUNITY ASSISTANCE		
BU079	BUSEY BANK	12-00	2,715.50
CD003	SHRED-IT USA LLC	12-00	6.00
CU017	CULLIGAN/SCHAEFER WATER CENTERS	12-00	31.60

	**TOTAL		2,753.10
	12 GENERAL & COMMUNITY ASSISTANCE	GRAND TOTAL	2,753.10

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VENDOR #	NAME	DEPT.	AMOUNT
14	FOUNTAIN FUND		
515	HOME-BRITE ACE HARDWARE	14-00	13.35
	**TOTAL		13.35
	14 FOUNTAIN FUND	GRAND TOTAL	13.35

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VENDOR #	NAME	DEPT.	AMOUNT
18	WALNUT HILL FUTURE CARE FUND		
BU079	BUSEY BANK	18-00	155.00-
	**TOTAL		155.00-
	18 WALNUT HILL FUTURE CARE FUND	GRAND TOTAL	155.00-

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VENDOR #	NAME	DEPT.	AMOUNT
19	ARPA FUND		
1547	THOUVENOT, WADE, & MOERCHEN INC	19-00	1,522.50
	**TOTAL		1,522.50
19	ARPA FUND	GRAND TOTAL	1,522.50

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VENDOR #	NAME	DEPT.	AMOUNT
20 CAMPUS FUND			
2102	AMEREN ILLINOIS	20-00	5,748.53
296	CHEMSEARCH	20-00	511.68
515	HOME-BRITE ACE HARDWARE	20-00	67.90
JO104	JOHNSON CONTROLS FIRE PROTECTION	20-00	3,329.37
SP055	SPECTRUM ENTERPRISE	20-00	219.98
	**TOTAL		9,877.46
	20 CAMPUS FUND	GRAND TOTAL	9,877.46

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VENDOR #	NAME	DEPT.	AMOUNT
21 SEWER OPERATION & MAINTENANCE			
SEWER COLLECTION			
AM007	AMERICAN WATER	21-75	7,290.79
ST013	STOOKEY TOWNSHIP	21-75	6,612.78
**TOTAL SEWER COLLECTION			13,903.57
SEWER LINES			
1423	EHRET PLUMBING & HEATING, INC.	21-77	650.00
314	COE EQUIPMENT CO	21-77	955.15
3445	DAVE SCHMIDT TRUCK SERVICE	21-77	90.00
515	HOME-BRITE ACE HARDWARE	21-77	169.98
6449	ALLTYPE COMPRESSOR SERVICE CO INC	21-77	94.40
BA130	BAJOREK, ADAM	21-77	162.42
CL019	C & L BACKHOE	21-77	6,602.00
HU069	HUELS OIL COMPANY	21-77	3,165.06
SI024	EVOQUA WATER TECHNOLOGIES LLC	21-77	600.00
UN027	UNIFIRST CORPORATION	21-77	262.18
**TOTAL SEWER LINES			12,751.19
SEWER PLANT			
214	BELLEVILLE SUPPLY COMPANY	21-78	31.89
2435	GATEWAY TRUCK & REFRIGERATION	21-78	510.00
412	EQUIPMENT SERVICE CO, INC	21-78	457.60
4902	AT & T	21-78	2,532.28
515	HOME-BRITE ACE HARDWARE	21-78	350.92
551	ILLINOIS AMERICAN WATER	21-78	222.10
7141	AL'S AUTOMOTIVE SUPPLY, INC.	21-78	53.34
AT028	AT&T	21-78	530.17
CO139	CONSTELLATION NEW ENERGY, INC	21-78	29,915.43
EC009	ECC SUPPLY	21-78	1,068.41
HA143	HAWKINS, INC	21-78	5,937.50
HO034	HOME DEPOT CREDIT SERVICES	21-78	412.81
OR001	O'REILLY AUTO PARTS	21-78	57.37
PA087	PARSON, ZACH	21-78	300.00
SI024	EVOQUA WATER TECHNOLOGIES LLC	21-78	8,212.40
UN027	UNIFIRST CORPORATION	21-78	129.54
**TOTAL SEWER PLANT			50,721.76
21 SEWER OPERATION & MAINTENANCE	GRAND TOTAL		77,376.52

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VENDOR #	NAME	DEPT.	AMOUNT
=====			
24	SEWER CONSTRUCTION FUND		
1423	EHRET PLUMBING & HEATING, INC.	24-00	21,202.55
	**TOTAL		<u>21,202.55</u>
	24 SEWER CONSTRUCTION FUND	GRAND TOTAL	21,202.55

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

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VENDOR #	NAME	DEPT.	AMOUNT
30	SPECIAL SERVICE AREA		
CO139	CONSTELLATION NEW ENERGY, INC	30-00	181.83
	**TOTAL		181.83
	30 SPECIAL SERVICE AREA	GRAND TOTAL	181.83

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VENDOR #	NAME	DEPT.	AMOUNT
=====			
38	TIF 3 (CITY OF BELLEVILLE)		
3153	SCI ENGINEERING, INC	38-00	2,732.10
486	HANK'S EXCAVATING & LANDSCAPING,	38-00	62,862.78
BA019	BAXMEYER CONSTRUCTION, INC	38-00	250,914.55
LO029	LOCHMUELLER GROUP	38-00	27,211.93
UN049	UNITED INK	38-00	2,525.00
VI026	VIKING-CIVES MIDWEST, INC	38-00	115,025.00
	**TOTAL		----- 461,271.36
	38 TIF 3 (CITY OF BELLEVILLE)	GRAND TOTAL	461,271.36

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VENDOR #	NAME	DEPT.	AMOUNT
50	TIF 8 (DOWNTOWN SOUTH)		
486	HANK'S EXCAVATING & LANDSCAPING,	50-00	136,976.26
	**TOTAL		136,976.26
	50 TIF 8 (DOWNTOWN SOUTH)	GRAND TOTAL	136,976.26

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VENDOR #	NAME	DEPT.	AMOUNT
=====			
58	TIF 16 (ROUTE 15 WEST CORRIDOR)		
GO028	GONZALEZ COMPANIES, LLC	58-00	3,523.50
	**TOTAL		----- 3,523.50
	58 TIF 16 (ROUTE 15 WEST CORRIDOR) GRAND TOTAL		3,523.50

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VENDOR #	NAME	DEPT.	AMOUNT
=====			
77	TIF 19 (FRANK SCOTT PARKWAY)		
UM001	UMB BANK - CORPORATE TRUST	77-00	79,250.84
	**TOTAL		79,250.84
	77 TIF 19 (FRANK SCOTT PARKWAY)	GRAND TOTAL	79,250.84
	GRAND TOTAL FOR ALL FUNDS:		2,426,029.60
	TOTAL FOR REGULAR CHECKS:		2,358,095.49
	TOTAL FOR DIRECT PAY VENDORS:		67,934.11

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VENDOR #	NAME	DEPT.	AMOUNT
=====			
01	GENERAL FUND		
	ADMINISTRATION		
SP053	SPECTRUM VOIP	01-50	118.62
	**TOTAL ADMINISTRATION		----- 118.62
	01 GENERAL FUND	GRAND TOTAL	118.62

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VENDOR #	NAME	DEPT.	AMOUNT
04	LIBRARY		
SP053	SPECTRUM VOIP	04-00	22.97
	**TOTAL		22.97
04	LIBRARY	GRAND TOTAL	22.97

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VENDOR #	NAME	DEPT.	AMOUNT
38	TIF 3 (CITY OF BELLEVILLE)		
182	BANNER FIRE EQUIPMENT INC	38-00	250,000.00
	**TOTAL		250,000.00
	38 TIF 3 (CITY OF BELLEVILLE)	GRAND TOTAL	250,000.00
	GRAND TOTAL FOR ALL FUNDS:		250,141.59
	TOTAL FOR REGULAR CHECKS:		250,141.59

PAYROLL BREAKDOWN AS PER G/L DISTRIBUTION REPORT

PAYROLL DATE: 11/17/2023

01 50	ADMINISTRATION	<u>\$16,287.45</u>
01 51	POLICE	<u>\$327,751.15</u>
01 52	FIRE	<u>\$254,714.82</u>
01 53	STREET	<u>\$49,659.25</u>
01 54	PARKS	<u>\$20,184.82</u>
01 55	CEMETERY	<u>\$8,470.77</u>
01 56	SANITATION	<u>\$41,379.39</u>
01 60	LEGAL	<u>\$7,727.17</u>
01 61	HOUSING DEPARTMENT	<u>\$26,816.62</u>
01 62	ECONOMIC DEVELOPMENT & PLANNING	<u>\$10,540.98</u>
01 82	MAYOR	<u>\$6,809.98</u>
01 83	FINANCE	<u>\$7,567.32</u>
01 84	HUMAN RESOURCE	<u>\$5,011.38</u>
01 85	CLERK	<u>\$8,210.87</u>
01 86	TREASURER	<u>\$3,921.49</u>
01 87	MAINTENANCE	<u>\$19,175.65</u>
01 88	ENGINEER	<u>\$6,133.11</u>
	TOTAL GENERAL FUND	<u>\$820,362.22</u>
4	LIBRARY	<u>\$34,533.88</u>
7	RECREATION	<u>\$15,276.64</u>
12	G & C ASSISTANCE	<u>\$4,200.58</u>
20	CAMPUS	<u>\$2,828.54</u>
21 75	SEWER COLLECTIONS	<u>\$5,302.34</u>
21 77	SEWER LINES	<u>\$15,371.82</u>
21 78	SEWER PLANT	<u>\$61,432.82</u>
	TOTAL SEWER DEPARTMENT	<u>\$82,106.98</u>
	Employers' Portion of FICA (06-00-21500) CR	<u>\$39,060.54</u>
	*****TOTAL PAYROLL	<u><u>\$998,369.38</u></u>

***This document has legal consequences. If you do not understand it, consult your attorney.*

CITY COMMERCIAL BUILDING SALE CONTRACT

1. PARTIES

The City of Belleville, Illinois, whose address is 101 S. Illinois Street., Belleville, Illinois (“Seller”), agrees to sell and convey to **Avenue Realty Associates, LLC**, a developer, whose address is 122 Mascoutah Avenue, Belleville, Illinois (“Buyer”), and Buyer agrees to purchase **AS IS** from Seller, the properties described in Section 2.

2. PROPERTY

Seller hereby agrees to sell and Buyer hereby agrees to purchase, upon the terms, stipulations and conditions set forth in this Sale Contract, the following parcel of real property in Belleville, Illinois, commonly referred to as **123 & 127 Mascoutah Avenue**, (Parcel #'s 08-22.0-347-027 & 08-22.0-347-028) Belleville, Illinois, together with all existing improvements, appurtenances, fixtures, and equipment (the “Properties”). The Property is more specifically described as follows:

Legal Description:

SKINNERS ADD LOT/SEC-1 PT LOTS 1 & 2 A02184564

ABENDS 3RD ADD TO BELLEVILLE LOT/SEC-2 LOT 2 PT LOT 2 SKINNERS ADD BK 3097-1309 A02229893

Seller represents and warrants that (i) it is the sole owner of the Property; (ii) it owns the Properties free and clear of all loans, liens, or other similar encumbrances; and (iii) the Properties are unoccupied.

3. PURCHASE PRICE

\$48,816.00 is the total sale price of the Property. Buyer shall pay the total purchase price to Seller at the time of the Closing. No earnest money deposit is due from Buyer to Seller in connection with this Sale Contract.

Buyer shall pay all closing costs at or before the time of Closing.

4. TAXES

Seller represents and warrants that it has paid or will cause to be paid all property taxes for the Properties, through and including all such taxes due as of the date of the Closing.

5. CLOSING AND POSSESSION

The closing of the purchase and sale described in this Sale Contract (the “Closing”) is to occur on or before December 31, 2023. Buyer shall determine the Closing date, time, and location and shall provide Seller with not less than five days’ prior notice of the date, time, and location of the Closing. Seller shall give Buyer possession of the Properties as of the Closing.

At the Closing, Seller shall convey the Properties to Buyer free and clear of the Existing Deed of Trust and all other loans, liens, or other similar encumbrances. Seller shall convey the Properties by a general warranty deed in a form acceptable to Buyer in exchange for the purchase price. In the event the legal descriptions of the Properties as described in the title commitment differ from the legal descriptions of the Properties set forth in Section 2 of this Sale Contract, the legal descriptions on the title commitment will control.

6. TITLE AND SURVEY

Buyer may order a title commitment and boundary survey of the Properties prior to the Closing. If, prior to the Closing, Buyer (i) discovers any title or survey defect (including, without limitation, a title encumbrance, survey encroachment, or boundary discrepancy) which is unacceptable to Buyer, or (ii) discovers that Buyer is unable to obtain an appropriate owner's title insurance policy for the Properties in the latest ALTA form, Buyer may:

- a) remedy such defect and proceed with the Closing, in which case Seller shall fully cooperate with Buyer to resolve the defect at issue to Buyer's reasonable satisfaction; or
- b) terminate this Sale Contract, in which case Buyer shall have no further obligations under this Sale Contract.

7. RISK OF LOSS OR MATERIAL ADVERSE CHANGE

If, from and after the date of this Sale Contract to and including the date of the Closing, (i) any loss, or (ii) any material adverse change occurs to any portion of the Properties, Buyer may:

- a) require Seller to repair any damage to the Properties, at Seller's cost, and proceed with the Closing; or
- b) receive any insurance proceeds payable to Seller as a result of the damage, and proceed with the Closing; or
- c) terminate this Sale Contract, in which case Buyer shall have no further obligations under this Sale Contract.

8. BROKERS

Seller represents and warrants that it is not represented by a broker in this transaction and that no real estate commissions or similar fees are due to any third party as a result of this transaction.

9. ASSIGNABILITY OF CONTRACT

This Sale Contract is not assignable by Seller except with the written consent of Buyer. Any permitted assignment of this Sale Contract does not relieve Seller from its obligations under this Sale Contract.

10. TIME IS OF THE ESSENCE

Time is of the essence in the performance of the obligations of the parties. All references to a specified time mean Central Time.

11. OWNER OCCUPANCY ONLY

The buyer understands and agrees to the commitment to rehabilitate a commercial building in accordance with the approved development proposal and terms of this contract. The buyer acknowledges that a recorded covenant will need to be recorded restricting that the property cannot be sold prior to the issuance of their occupancy permit and for a period of up to 5 years from the date of their occupancy permit. The buyer also understands and agrees that the property cannot be rented prior to the issuance of their occupancy permit and for a period of up to 5 years from the date of their occupancy permit.

12. CONSTRUCTION AND USE STANDARDS

The buyer intends to rehabilitate the property within 2 years of this contract and utilize the property for no less than 5 years, after the issuance of their occupancy permit, in a manner that is consistent with the attached approved "Redevelopment Proposal" titled as "Exhibit A". The buyer will provide the seller a detailed job scope and cost estimates prior to contract approval. The buyer will also provide cost invoices, during construction, verifying work is completed in accordance with the job scope and actual job costs are consistent with the submitted cost estimates provided prior to contract approval.

13. PERFORMANCE BUYBACK - CONSTRUCTION

In the event that the buyer is unable to obtain funding or proceed with the redevelopment and utilization of the proposed concept, within 24 months of the contract date, then the buyer will return ownership of the property to the seller within 30 days of default. Any mortgage liens, outstanding on the property, shall be discharged by the buyer. Current real property taxes and installments of special assessments, obtained during the buyer ownership, shall be paid by the buyer. Any purchase, acquisition and improvement costs, incurred by the buyer, shall be forfeited by the buyer. The costs of closing and title shall be paid by the buyer.

14. PERFORMANCE OCCUPANCY DEFAULT

In the event that the buyer does not operate the approved concept for a period of 5 years, upon issuance of an occupancy permit, the buyer will be required to pay the City an additional \$23,184.00 which represents the remainder of the estimated appraised value price of \$72,000.00. Furthermore, if defaulted within years 1-5 upon the issuance of the occupancy permit, an additional penalty of \$3,000.00 per prorated years of default will be assessed.

The buyer further acknowledges that a default, of the agreement, will result in the City revoking the occupancy permit and would not be obligated to issue an occupancy permit to any future owner's and occupants for the remainder of the 5-year commitment date. The buyer further acknowledges that the terms of this agreement will be disclosed to any party expressing interest in obtaining an occupancy permit, renting or buying the property for the duration of this commitment date.

15. BINDING EFFECT

This Sale Contract is binding on and for the benefit of the parties and their respective heirs, personal representatives, executors, administrators or assigns.

16. GOVERNING LAW

This Sale Contract is a contract for the sale of real property governed by Illinois law, including the requirement to act in good faith, without regard to choice or conflict of laws rules.

17. ENTIRE AGREEMENT

This Sale Contract constitutes the entire agreement between the parties and there are no other understandings, written or oral, relating to the subject matter of this Sale Contract. This Sale Contract may not be changed, modified or amended, in whole or in part, except in writing signed by both parties.

18. COUNTERPARTS AND ELECTRONIC EXECUTION

This Sale Contract may be executed by the parties on any number of separate counterparts, and all such counterparts constitute one agreement binding on both parties notwithstanding that both parties are not signatories to the same counterpart. For purposes of this Sale Contract, a document (or its signature page) signed and transmitted by facsimile machine or e-mail is to be treated as an original document, and the signature is to be treated as an original signature. The document transmitted is to be considered to have the same binding effect as an original signature on an original document. At the request of any party, any facsimile or e-mail document is to be re-executed in original form by the parties who executed the facsimile or e-mail document. No party may raise the use of a facsimile machine or e-mail or the fact that any signature was transmitted through the use of facsimile or e-mail as a defense to the enforcement of this Sale Contract.

19. CONSTRUCTION AND SEVERABILITY

Words and phrases shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context. Any provision of this Sale Contract which is prohibited, unenforceable or not authorized is ineffective to the extent of any such prohibition, unenforceability or non-authorization without invalidating the remaining provisions, unless the ineffectiveness of such provision would result in such a material change as to cause completion of the transaction contemplated by this Sale Contract to be unreasonable.

20. NOTICES

All notices under this Sale Contract must be in writing and are deemed to have been given (i) when delivered (if in person), or (ii) when deposited in the mail (whether by overnight carrier or United States mail, first class postage prepaid), in each case addressed to the receiving party using the address listed on the first page of this Sale Contract or to such other address as any party may designate by notice to the other party in accordance with the terms of this Section.

21. WAIVER

Any waiver of any provision of this Sale Contract and any consent to any departure from the terms of any provision of this Sale Contract is to be effective only in the specific instance and for the specific purpose for which given.

The parties have executed this Sale Contract as of the last day and year noted below.

BUYER:

AVENUE REALTY ASSOCIATES, LLC
122 MASCOUTAH AVENUE
BELLEVILLE, IL 62220

SELLER:

CITY OF BELLEVILLE, ILLINOIS
101 S. ILLINOIS STREET
BELLEVILLE, IL 62220

By: _____

By: _____

Name: Kathy Mordini

Name: Patty Gregory

Title: Owner

Title: Mayor

Date: _____

Date: _____

ZONING BOARD OF APPEALS, CITY OF BELLEVILLE, ILLINOIS

ADVISORY REPORT

Application for Amendment: Avenue Development

Application Filed: 08/25/2023

40-SEP23 AVENUE DEVELOPMENT: Request for a Special Use Permit for outdoor dining/seating at 123-127 Mascoutah Avenue (08-22.0-347-027 & 028) 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 6

Present Zoning: C-2 Heavy Commercial District

Meeting Held: 09/28/2023

Publication in News Democrat: 09/13/2023

Supporters: Petition submission by applicant, letters of approval in meeting packet

Objectors: Bill Enyart, Barb Swantner, Keith Owens, Petition submission with signatures

Additional public comments: None

Aldermen present: Lillian Schneider (Ward 1), Kara Osthoff (Ward 8), Chris Rothweiler (Ward 6), Dr. Mary Stiehl (Ward 6), Phillip Elmore (Ward 7), Edward Dintelman (Ward 5)

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

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

40-SEP23 AVENUE DEVELOPMENT: A motion was made to APPROVE the Request for a Special Use Permit for outdoor dining/seating at 123-127 Mascoutah Avenue (08-22.0-347-027 & 028) 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 6 in the name of the applicant only and a minimum six (6) foot, secure, privacy fencing must be provided by Mitoshia Scott. It was seconded by Tim Price. With all present members voting in the affirmative, motion carried by a vote of 6-0.

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

Director

Date

ZONING BOARD OF APPEALS, CITY OF BELLEVILLE, ILLINOIS

ADVISORY REPORT

Application for Amendment: Rachid Ayadi

Application Filed: 09/22/2023

48-OCT23 RACHID AYADI: Request for a Special Use Permit to establish and operate a "Convenience store" at 5112 North Belt West (08-18.0-208-054) located in a "C-2" Heavy Commercial District. (Applicable sections of the zoning code: 162.248, 162.515) Ward 8

Present Zoning: C-2 Heavy Commercial District

Meeting Held: 10/26/2023

Publication in News Democrat: 10/11/2023

Supporters: None

Objectors: None

Additional public comments: None

Aldermen present: Raffi Ovian (Ward 4), Johnnie Anthony (Ward 4)

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

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

48-OCT23 RACHID AYADI: A motion was made to APPROVE Request for a Special Use Permit to establish and operate a "Convenience store" at 5112 North Belt West (08-18.0-208-054) located in a "C-2" Heavy Commercial District. (Applicable sections of the zoning code: 162.248, 162.515) Ward 8 by Steve Zimmerman. It was seconded by Don Rockwell. With all present members voting in the affirmative, motion carried by a vote of 4-0.

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

Director

Date

ZONING BOARD OF APPEALS, CITY OF BELLEVILLE, ILLINOIS

ADVISORY REPORT

Application for Amendment: Michael Wagner

Application Filed: 09/28/2023

49-OCT23 MICHAEL WAGNER: Request for a Special Use Permit to construct a metal building exceeding 150 square feet at 0 Gass Avenue (08-28-0-112-055) located in a "A-1" Single-Family Residence District. (Applicable sections of the zoning code: 162.094, 162.515) Ward 5

Present Zoning: C-2 Heavy Commercial District

Meeting Held: 10/26/2023

Publication in News Democrat: 10/11/2023

Supporters: None

Objectors: Mary Curtis, Richard Nester, Shawn Fry, Bridget Fry

Additional public comments: None

Aldermen present: Raffi Ovian (Ward 4), Johnnie Anthony (Ward 4)

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

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

49-OCT23 MICHAEL WAGNER: A motion was made to APPROVE Request for a Special Use Permit to construct a metal building exceeding 150 square feet at 0 Gass Avenue (08-28-0-112-055) located in a "A-1" Single-Family Residence District. (Applicable sections of the zoning code: 162.094, 162.515) Ward 5 by Steve Zimmerman. It was seconded by Don Rockwell. With all present members voting in the affirmative, motion carried by a vote of 4-0.

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

Director

Date

ZONING BOARD OF APPEALS, CITY OF BELLEVILLE, ILLINOIS

ADVISORY REPORT

Application for Amendment: Michael Wagner

Application Filed: 09/28/2023

55-OCT23 MICHAEL WAGNER: Request for a Variance to construct a standalone personal storage building at 0 Gass Avenue (08-28-0-112-055) located in a "A-1" Single-Family Residence District. (Applicable sections of the zoning code: 162.094, 162.570) Ward 5

Present Zoning: C-2 Heavy Commercial District

Meeting Held: 10/26/2023

Publication in News Democrat: 10/11/2023

Supporters: None

Objectors: Mary Curtis, Richard Nester, Shawn Fry, Bridget Fry

Additional public comments: None

Aldermen present: Raffi Ovian (Ward 4), Johnnie Anthony (Ward 4)

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

- (1) The proposed variance is consistent with the general purposes of this chapter (see Section 162.001); and
- (2) Strict application of the district requirements would result in great practical difficulties or hardship to the applicant, and prevent a reasonable return on the property; and
- (3) The proposed variance is the minimum deviation from such requirements that will alleviate the difficulties/hardship, and allow a reasonable return on the property; and
- (4) The plight of the applicant is due to peculiar circumstances not of his or her own making; and
- (5) The peculiar circumstances engendering the variance request are not applicable to other property within the district and, therefore, that a variance would be a more appropriate remedy than an amendment (rezoning).
- (6) The variance, if granted, will not alter the essential character of the area where the premises in question are located, nor materially frustrate implementation of the city's Comprehensive Plan.

55-OCT23 MICHAEL WAGNER: A motion was made to APPROVE Request for a Variance to construct a standalone personal storage building at 0 Gass Avenue (08-28-0-112-055) located in a "A-1" Single-Family Residence District. (Applicable sections of the zoning code: 162.094, 162.570) Ward 5 by Steve Zimmerman. It was seconded by Don Rockwell. With all present members voting in the affirmative, motion carried by a vote of 4-0.

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

Director

Date

City of Belleville

Insurance Proposal

CITY HALL

Presented by:

Patrick Sheahan
Executive Vice-President - Public Sector

Thomas Collins
Account Executive - Public Sector

November 2023

CA License No. 08030993
Insurance Services offered through Mesrow Insurance Services, Inc.
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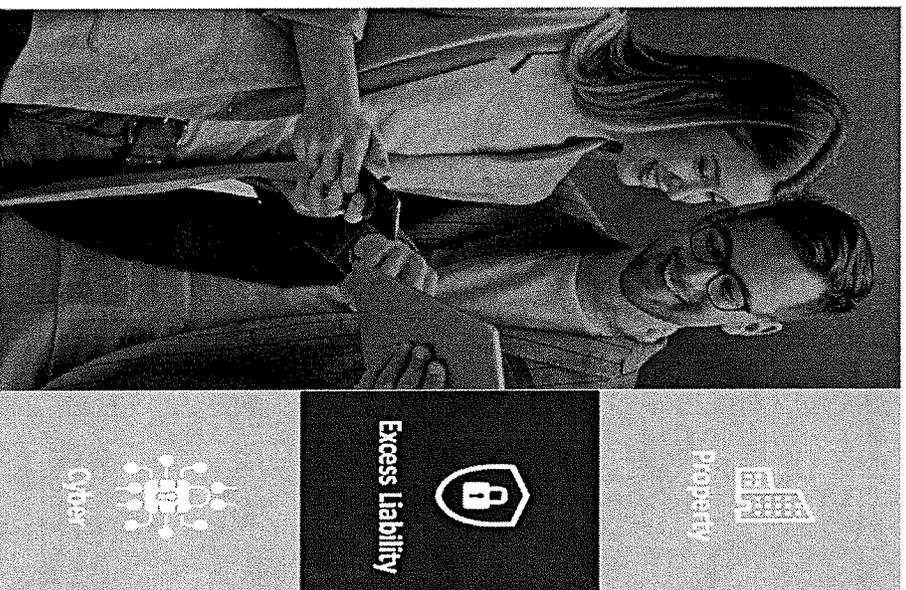
Alliant

City of Belleville Executive Summary

- **Pre-Renewal Discussion** – This was held with City staff in August 2023 A timeline was developed for the key dates and activities for the process
- **Marketplace** - A discussion was held regarding the state of the marketplace. A market survey was shared with some average pricing in various lines of coverage. Challenges in the excess liability and the property market specifically were addressed, along with continued challenges with law enforcement liability.
- **Renewal Indication** - In August, a renewal indication from ICRMT was shared with the City, estimating an increase in the 15% range. This was impacted by some of the market conditions noted above. The renewal quote is consistent with that initial indication. Last years renewal saw an increase of only 2%. We also had seen some easing in the cyber liability marketplace, and a decrease of 22% was achieved.
- **Claim Review** – In September, a review of open claims was coordinated by Alliant and held with City staff, carrier representatives, and counsel.

Market Conditions

Impactful issues for insureds:



- Liability capacity pull back and withdrawals have been significant over the past two years
- Property capacity reductions:
 - 15% to 30% reduction in capacity from incumbents
 - Coastal and wildfire capacity continues to be especially difficult
- Cyber capacity is shrinking and particularly acute for certain industries (Public Entity)
- Insurers produced negligible profit in 2021 – \$112b in Global Insured CAT losses in 2021 – 4th Worst Loss Year on Record.
- Workers Compensation remains stable.
- Historically low interest rates have hampered carrier investment returns.
- An increased pattern of major property catastrophes such as hurricanes, typhoons, wildfires, etc. over the past 5 years. Is this the new normal?
- Consistent increases in attritional property losses (fires, water damage, tornados, hail, wildfires).
- Increased inflation has added to the issue of valuation across all property classes.
- Social Inflation & Litigation Financing driving up liability verdicts and settlements.
- Ransomware cyber losses are systemic - \$6 Trillion Impact in 2021 – Expecting \$10 Trillion by 2025 – 2019 was \$2 Trillion

Premium Rate Changes By Line of Business – 2Q 2023 CIAB Survey Results

	Down > 30%	Down 20-30%	Down 10-19%	Down 1-9%	No Change	Up 1-9%	Up 10-19%	Up 20-29%	Up 30-50%	Up 50-100%
Business Interr	0%	0%	0%	0%	11.36%	38.64%	36.36%	6.82%	0%	0%
Comm. Auto	0%	0%	0%	0%	6.52%	45.65%	32.61%	13.04%	2.17%	0%
Comm. Property	0%	0%	0%	0%	2.13%	14.89%	44.68%	21.28%	12.77%	2.13%
Cyber	0%	2.13%	6.38%	10.64%	29.79%	27.66%	14.89%	2.13%	4.26%	0%
DKO	0%	4.35%	0%	21.74%	30.43%	30.43%	6.52%	2.17%	2.17%	0%
EPL	0%	0%	4.35%	13.04%	39.13%	34.78%	0%	4.35%	2.17%	0%
General Liability	0%	0%	0%	2.17%	26.09%	52.17%	17.39%	2.17%	0%	0%
Surety Bonds	0%	0%	0%	0%	69.05%	16.67%	0%	0%	0%	0%
Terrorism	0%	0%	0%	0%	77.50%	7.50%	2.50%	2.50%	0%	0%
Umbrella	0%	0%	0%	2.22%	15.56%	51.11%	22.22%	2.22%	6.67%	0%
Workers' Comp	0%	0%	0%	41.30%	41.30%	15.22%	0%	2.17%	0%	0%

City of Belleville - Premium and Expense Summary - 2023 - 24

	Expiring Annual Premium - ICRMT	Renewal Premium - ICRMT	% Incr/Dec at Expiring Structure
Premium and Expenses			
Primary Liability Premium	\$ 325,603	\$ 339,655	4.3%
Excess Liability Premium	\$ 251,011	\$ 337,407	34.4%
Total Property Premium	\$ 427,541	\$ 471,577	10.3%
Workers Comp. Premium	\$ 252,831	\$ 303,070	19.9%
Claims Handling Expense Est.	Included	Included	0.0%
Premium and Expense Estimate	\$ 1,256,986	\$ 1,451,709	15.5%
Cyber Liability*	\$ 27,136	\$ 21,145	-22.1%
*Cyber extortion sublimit at renewal is \$100k. This will be increased to \$1M once MFA is fully implemented.			
Exposures Changes			
Building Values	\$ 315,124,137	\$ 346,924,651	10.1%
Contents	\$ 19,798,550	\$ 19,798,550	0.0%
Total Values	\$ 334,922,687	\$ 366,723,201	9.5%
Expenditures	\$ 135,564,775	\$ 138,372,508	2.1%
Vehicles	257	275	7.0%
Payroll	\$ 24,085,449	\$ 23,256,199	-3.4%

City of Belleville

12/1/2023 – 12/1/2024

All coverages and exclusions are not included on this page. Please refer to policy for all applicable terms and conditions. Additional limits and/or changes may be available after review and acceptance by insurer. ICRMT has changed the valuation for damage to roofs to an actual cash basis. A PFA exclusion has been added. Chart is not to scale.

	\$10M Occurrence	\$10M Occurrence	\$10M Occurrence	\$1M Occurrence	Total Building and Contents Value \$366,722,601	Sales Tax Interruption \$3,877,663	Unmanned Aircraft \$10,000	ICRMT	\$25,000 AOP \$100,000 F/LEQ	Cyber \$1,000,000 Limit Palomar E&S \$25,000 Ded	Employee Dishonesty And Money & Securities Faithful Performance \$1,000,000 Limit ICRMT \$25,000 Ded.	Workers' Comp Statutory Limits Employers Liability \$2,500,000 ICRMT \$250,000 Deductible
	Excess Limit ICRMT	Excess Limit ICRMT	Excess Limit ICRMT	Excess Limit ICRMT								
General & Employee Benefits & EMT Liability	\$3M Aggregate \$1M Occurrence	\$3M Aggregate \$1M Occurrence	\$1M Combined Single Limit	\$1M Aggregate \$1M Occurrence	\$100,000 Ded/\$10k APD							
Law Enforcement Liability	\$100,000 Ded	\$100,000 Ded		\$100,000 Ded.								
Automobile Liability & Auto Physical Damage												
Public Officials & Employment Practices												
Property Building & Contents												

12/31/1995 Retro
Date



City of Belleville

Risk Management Summary- 2023

The City has worked with Alliant and ICRMT to utilize the various available loss control resources to help address the City's risk management needs and loss cost drivers. Some of the activities have involved:

- Provided assistance to the HR Department in transitioning to the NEOGOV on-line training platform from Safety Source
- Assisted with a mock OSHA inspection that involved property inspections and walk throughs with staff at various City facilities
- Additional OSHA training, including a 10-hour block of training, will be provided in 2024
- A few City representatives attended ICRMT seminar in Springfield, IL that discussed numerous risk control and compliance topics
- ICRMT law enforcement specialist received a request regarding health and wellness questions and information was provided
- Also a summary of law enforcement services was provided, as well as, access to LLRMI model policies
- Claims Review: Coordinated and completed in September

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

11/7/2023

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 and purchase six (6) 2024 F 250 pick up trucks from Broadway Ford, 812 East Taylor Ave, St. Louis, MO 63147 in the amount of \$288,514. Broadway Ford is matching the IDOT state contract. The IDOT contract holder is not able to order any vehicles for us at this time. The breakdown for vehicles is as follows.

Street Dept: 2- 4 x 2 F 250 Regular cab 8' bed

Parks Dept: 1- 4 x 4 F 250 Regular cab 8' bed

Parks Dept: 1- 4 x 2 F 250 Regular cab 8' bed

Cemetery Dept: 1 – 4 x 4 F 250 Crew cab 8' bed (order placed in Fall '22 but canceled by IDOT vendor)

Sanitation Dept: 1- 4 x 4 F 250 Crew cab 8' bed

Respectfully submitted,

Jason R. Poole

Director of Public Works

Prepared for: Jason Poole, City of Belleville
801 Royal Heights
belleville, IL 62226

2024 F-250 4x2 SD Regular Cab 8' box 142" WB SRW XL (F2A)
Price Level: 420



Client Proposal

Prepared by:
Anthony Feole
Office: 314-241-9140
Quote ID: Belleville
Date: 10/24/2023



Broadway Ford Truck Sales, Inc. | 812 E. Taylor Street, St Louis, Missouri, 63147
Office: 314-241-9140 | Fax: 314-241-3928

Prepared for: Jason Poole

City of Belleville

Prepared by: Anthony Feole

10/24/2023

Broadway Ford Truck Sales, Inc. | 812 E. Taylor Street St Louis Missouri | 63147



2024 F-250 4x2 SD Regular Cab 8' box 142" WB SRW XL (F2A)

Price Level: 420 | Quote ID: Belleville

As Configured Vehicle

Code	Description	MSRP
F2A	Base Vehicle Price (F2A)	\$44,970.00
600A	Order Code 600A <i>Includes:</i> - Engine: 6.8L 2V DEVCT NA PFI V8 Gas Flex fuel. - Transmission: TorqShift-G 10-Speed Automatic Includes SelectShift and selectable drive modes: normal, eco, slippery roads, tow/haul and trail. - GVWR: 10,000 lb Payload Package - Wheels: 17" Argent Painted Steel Includes painted hub covers/center ornaments. - HD Vinyl 40/20/40 Split Bench Seat Includes center armrest, cupholder, storage and driver's side manual lumbar. - Radio: AM/FM Stereo w/MP3 Player Includes 4 speakers. - SYNC 4 Includes 8" LCD capacitive touchscreen with swipe capability, wireless phone connection, cloud connected, AppLink with app catalog, 911 Assist, Apple CarPlay and Android Auto compatibility and digital owner's manual.	N/C
99A	Engine: 6.8L 2V DEVCT NA PFI V8 Gas <i>Flex fuel.</i>	Included
44F	Transmission: TorqShift-G 10-Speed Automatic <i>Includes SelectShift and selectable drive modes: normal, eco, slippery roads, tow/haul and trail.</i>	Included
X3E	Electronic-Locking w/3.73 Axle Ratio	\$430.00
STDGV	GVWR: 10,000 lb Payload Package	Included
TBM	Tires: LT245/75R17E BSW AT <i>Spare may not be the same as road tire.</i>	\$165.00
64A	Wheels: 17" Argent Painted Steel <i>Includes painted hub covers/center ornaments.</i>	Included
A	HD Vinyl 40/20/40 Split Bench Seat <i>Includes center armrest, cupholder, storage and driver's side manual lumbar.</i>	Included
142WB	142" Wheelbase	STD
PAINT	Monotone Paint Application	STD
587	Radio: AM/FM Stereo w/MP3 Player <i>Includes 4 speakers.</i> <i>Includes:</i> - SYNC 4 Includes 8" LCD capacitive touchscreen with swipe capability, wireless phone connection, cloud connected, AppLink with app catalog, 911 Assist, Apple CarPlay and Android Auto compatibility and digital owner's manual.	Included

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Jason Poole

City of Belleville

Prepared by: Anthony Feole

10/24/2023

Broadway Ford Truck Sales, Inc. | 812 E. Taylor Street St Louis Missouri | 63147



2024 F-250 4x2 SD Regular Cab 8' box 142" WB SRW XL (F2A)

Price Level: 420 | Quote ID: Belleville

As Configured Vehicle (cont'd)

Code	Description	MSRP
96V	XL Chrome Package <i>Includes:</i> - 4 Additional Pickup Box Tie-Downs - Bright Chrome Hub Covers & Center Ornaments - Chrome Front Bumper - Chrome Rear Step Bumper - Halogen Fog Lamps	\$225.00
67E	250 Amp Alternator (Gas)	\$85.00
18B	Platform Running Boards	\$320.00
85S	Tough Bed Spray-In Bedliner <i>Includes tailgate-guard, black box bed tie-down hooks and black bed attachment bolts.</i>	\$595.00
43C	120V/400W Outlet <i>Includes 1 in-dash mounted outlet.</i>	\$175.00
61N	Front & Rear Wheel Well Liners (Pre-Installed)	\$325.00
153	Front License Plate Bracket <i>Standard in states requiring 2 license plates and optional to all others.</i>	N/C
WARANT	Fleet Customer Powertrain Limited Warranty Requires valid FIN code. <i>Ford is increasing the 5-year 60,000-mile limited powertrain warranty to 5-years, 100,000 miles. Only Fleet purchasers with a valid Fleet Identification Number (FIN code) will receive the extended warranty. When the sale is entered into the sales reporting system with a sales type fleet along with a valid FIN code, the warranty extension will automatically be added to the vehicle. The extension will stay with the vehicle even if it is subsequently sold to a non-fleet customer before the expiration. This extension applies to both gas and diesel powertrains. Dealers can check for the warranty extension on eligible fleet vehicles in OASIS. Please refer to the Warranty and Policy Manual section 3.13.00 Gas Engine Commercial Warranty. This change will also be reflected in the printed Warranty Guided distributed with the purchase of every new vehicle.</i>	N/C
425	50-State Emissions System	STD
PQ_01	Race Red	N/C
AS_03	Medium Dark Slate w/HD Vinyl 40/20/40 Split Bench Seat	N/C
SUBTOTAL		\$47,290.00
Destination Charge		\$1,995.00
TOTAL		\$49,285.00 44,565.⁰⁰

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Jason Poole, City of Belleville
801 Royal Heights
belleville, IL 62226

2024 F-250 4x4 SD Regular Cab 8' box 142" WB SRW XL (F2B)
Price Level: 420



Client Proposal

Prepared by:
Anthony Feole
Office: 314-241-9140
Quote ID: Bell250sil
Date: 10/24/2023



Broadway Ford Truck Sales, Inc. | 812 E. Taylor Street, St Louis, Missouri, 63147
Office: 314-241-9140 | Fax: 314-241-3928

Prepared for: Jason Poole

City of Belleville

Prepared by: Anthony Feole

10/24/2023



Broadway Ford Truck Sales, Inc. | 812 E. Taylor Street St Louis Missouri | 63147

2024 F-250 4x4 SD Regular Cab 8' box 142" WB SRW XL (F2B)

Price Level: 420 | Quote ID: Bell250sil

As Configured Vehicle

Code	Description	MSRP
F2B	Base Vehicle Price (F2B)	\$47,760.00
600A	Order Code 600A <i>Includes:</i> - Engine: 6.8L 2V DEVCT NA PFI V8 Gas Flex fuel. - Transmission: TorqShift-G 10-Speed Automatic <i>Includes SelectShift and selectable drive modes: normal, eco, slippery roads, tow/haul and off-road.</i> - GVWR: 10,000 lb Payload Package - Wheels: 17" Argent Painted Steel <i>Includes painted hub covers/center ornaments.</i> - HD Vinyl 40/20/40 Split Bench Seat <i>Includes center armrest, cupholder, storage and driver's side manual lumbar.</i> - Radio: AM/FM Stereo w/MP3 Player <i>Includes 4 speakers.</i> - SYNC 4 <i>Includes 8" LCD capacitive touchscreen with swipe capability, wireless phone connection, cloud connected, AppLink with app catalog, 911 Assist, Apple CarPlay and Android Auto compatibility and digital owner's manual.</i>	N/C
99A	Engine: 6.8L 2V DEVCT NA PFI V8 Gas <i>Flex fuel.</i>	Included
44F	Transmission: TorqShift-G 10-Speed Automatic <i>Includes SelectShift and selectable drive modes: normal, eco, slippery roads, tow/haul and off-road.</i>	Included
X3E	Electronic-Locking w/3.73 Axle Ratio	\$430.00
STDGV	GVWR: 10,000 lb Payload Package	Included
TBM	Tires: LT245/75Rx17E BSW A/T <i>Spare may not be the same as road tire.</i>	\$165.00
64A	Wheels: 17" Argent Painted Steel <i>Includes painted hub covers/center ornaments.</i>	Included
A	HD Vinyl 40/20/40 Split Bench Seat <i>Includes center armrest, cupholder, storage and driver's side manual lumbar.</i>	Included
142WB	142" Wheelbase	STD
PAINT	Monotone Paint Application	STD
587	Radio: AM/FM Stereo w/MP3 Player <i>Includes 4 speakers.</i> <i>Includes:</i> - SYNC 4 <i>Includes 8" LCD capacitive touchscreen with swipe capability, wireless phone connection, cloud connected, AppLink with app catalog, 911 Assist, Apple CarPlay and Android Auto compatibility and digital owner's manual.</i>	Included

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Jason Poole

City of Belleville

Prepared by: Anthony Feole

10/24/2023

Broadway Ford Truck Sales, Inc. | 812 E. Taylor Street St Louis Missouri | 63147



2024 F-250 4x4 SD Regular Cab 8' box 142" WB SRW XL (F2B)

Price Level: 420 | Quote ID: Bell250sil

As Configured Vehicle (cont'd)

Code	Description	MSRP
96V	XL Chrome Package <i>Includes:</i> - 4 Additional Pickup Box Tie-Downs - Bright Chrome Hub Covers & Center Ornaments - Chrome Front Bumper - Chrome Rear Step Bumper - Halogen Fog Lamps	\$225.00
67E	250 Amp Alternator (Gas)	\$85.00
18B	Platform Running Boards	\$320.00
85S	Tough Bed Spray-In Bedliner <i>Includes tailgate-guard, black box bed tie-down hooks and black bed attachment bolts.</i>	\$595.00
43C	120V/400W Outlet <i>Includes 1 in-dash mounted outlet.</i>	\$175.00
61N	Front & Rear Wheel Well Liners (Pre-Installed)	\$325.00
153	Front License Plate Bracket <i>Standard in states requiring 2 license plates and optional to all others.</i>	N/C
WARANT	Fleet Customer Powertrain Limited Warranty Requires valid FIN code. <i>Ford is increasing the 5-year 60,000-mile limited powertrain warranty to 5-years, 100,000 miles. Only Fleet purchasers with a valid Fleet Identification Number (FIN code) will receive the extended warranty. When the sale is entered into the sales reporting system with a sales type fleet along with a valid FIN code, the warranty extension will automatically be added to the vehicle. The extension will stay with the vehicle even if it is subsequently sold to a non-fleet customer before the expiration. This extension applies to both gas and diesel powertrains. Dealers can check for the warranty extension on eligible fleet vehicles in OASIS. Please refer to the Warranty and Policy Manual section 3.13.00 Gas Engine Commercial Warranty. This change will also be reflected in the printed Warranty Guided distributed with the purchase of every new vehicle.</i>	N/C
425	50-State Emissions System	STD
JS_01	Iconic Silver Metallic	N/C
AS_03	Medium Dark Slate w/HD Vinyl 40/20/40 Split Bench Seat	N/C

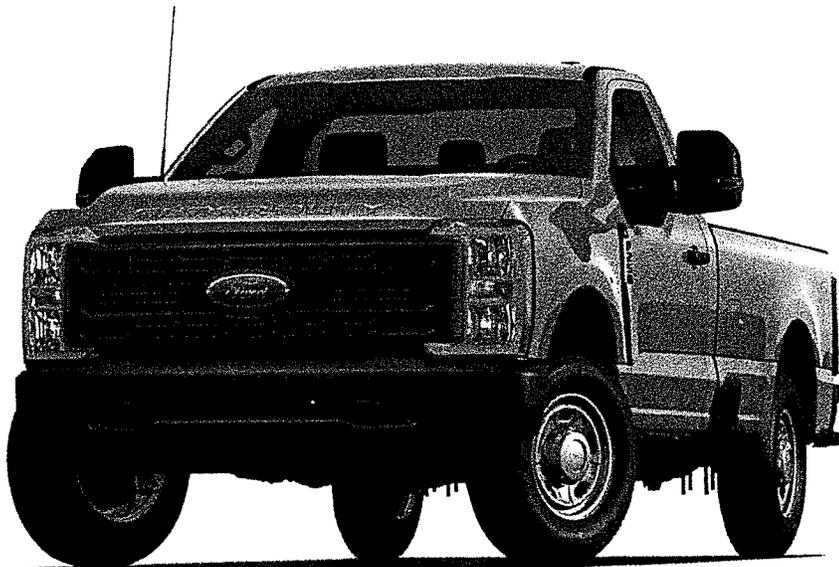
SUBTOTAL	\$50,080.00
Destination Charge	\$1,995.00
TOTAL	\$52,075.00

48,633.00

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Prepared for: Jason Poole, City of Belleville
801 Royal Heights
belleville, IL 62226

2024 F-250 4x2 SD Regular Cab 8' box 142" WB SRW XL (F2A)
Price Level: 420



Client Proposal

Prepared by:
Anthony Feole
Office: 314-241-9140
Quote ID: F2504x2sil
Date: 10/24/2023



Broadway Ford Truck Sales, Inc. | 812 E. Taylor Street, St Louis, Missouri, 63147
Office: 314-241-9140 | Fax: 314-241-3928

Prepared for: Jason Poole

City of Belleville

Prepared by: Anthony Feole

10/24/2023

Broadway Ford Truck Sales, Inc. | 812 E. Taylor Street St Louis Missouri | 63147



2024 F-250 4x2 SD Regular Cab 8' box 142" WB SRW XL (F2A)

Price Level: 420 | Quote ID: F2504x2sil

As Configured Vehicle

Code	Description	MSRP
F2A	Base Vehicle Price (F2A)	\$44,970.00
600A	Order Code 600A <i>Includes:</i> - Engine: 6.8L 2V DEVCT NA PFI V8 Gas Flex fuel. - Transmission: TorqShift-G 10-Speed Automatic Includes SelectShift and selectable drive modes: normal, eco, slippery roads, tow/haul and trail. - GVWR: 10,000 lb Payload Package - Wheels: 17" Argent Painted Steel Includes painted hub covers/center ornaments. - HD Vinyl 40/20/40 Split Bench Seat Includes center armrest, cupholder, storage and driver's side manual lumbar. - Radio: AM/FM Stereo w/MP3 Player Includes 4 speakers. - SYNC 4 Includes 8" LCD capacitive touchscreen with swipe capability, wireless phone connection, cloud connected, AppLink with app catalog, 911 Assist, Apple CarPlay and Android Auto compatibility and digital owner's manual.	N/C
99A	Engine: 6.8L 2V DEVCT NA PFI V8 Gas <i>Flex fuel.</i>	Included
44F	Transmission: TorqShift-G 10-Speed Automatic <i>Includes SelectShift and selectable drive modes: normal, eco, slippery roads, tow/haul and trail.</i>	Included
X3E	Electronic-Locking w/3.73 Axle Ratio	\$430.00
STDGV	GVWR: 10,000 lb Payload Package	Included
TBM	Tires: LT245/75R17E BSW A/T <i>Spare may not be the same as road tire.</i>	\$165.00
64A	Wheels: 17" Argent Painted Steel <i>Includes painted hub covers/center ornaments.</i>	Included
A	HD Vinyl 40/20/40 Split Bench Seat <i>Includes center armrest, cupholder, storage and driver's side manual lumbar.</i>	Included
142WB	142" Wheelbase	STD
PAINT	Monotone Paint Application	STD
587	Radio: AM/FM Stereo w/MP3 Player <i>Includes 4 speakers.</i> <i>Includes:</i> - SYNC 4 Includes 8" LCD capacitive touchscreen with swipe capability, wireless phone connection, cloud connected, AppLink with app catalog, 911 Assist, Apple CarPlay and Android Auto compatibility and digital owner's manual.	Included

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Jason Poole

City of Belleville

Prepared by: Anthony Feole

10/24/2023



Broadway Ford Truck Sales, Inc. | 812 E. Taylor Street St Louis Missouri | 63147

2024 F-250 4x2 SD Regular Cab 8' box 142" WB SRW XL (F2A)

Price Level: 420 | Quote ID: F2504x2sil

As Configured Vehicle (cont'd)

Code	Description	MSRP
96V	XL Chrome Package <i>Includes:</i> - 4 Additional Pickup Box Tie-Downs - Bright Chrome Hub Covers & Center Ornaments - Chrome Front Bumper - Chrome Rear Step Bumper - Halogen Fog Lamps	\$225.00
67E	250 Amp Alternator (Gas)	\$85.00
18B	Platform Running Boards	\$320.00
85S	Tough Bed Spray-In Bedliner <i>Includes tailgate-guard, black box bed tie-down hooks and black bed attachment bolts.</i>	\$595.00
43C	120V/400W Outlet <i>Includes 1 in-dash mounted outlet.</i>	\$175.00
61N	Front & Rear Wheel Well Liners (Pre-Installed)	\$325.00
153	Front License Plate Bracket <i>Standard in states requiring 2 license plates and optional to all others.</i>	N/C
WARANT	Fleet Customer Powertrain Limited Warranty Requires valid FIN code. <i>Ford is increasing the 5-year 60,000-mile limited powertrain warranty to 5-years, 100,000 miles. Only Fleet purchasers with a valid Fleet Identification Number (FIN code) will receive the extended warranty. When the sale is entered into the sales reporting system with a sales type fleet along with a valid FIN code, the warranty extension will automatically be added to the vehicle. The extension will stay with the vehicle even if it is subsequently sold to a non-fleet customer before the expiration. This extension applies to both gas and diesel powertrains. Dealers can check for the warranty extension on eligible fleet vehicles in OASIS. Please refer to the Warranty and Policy Manual section 3.13.00 Gas Engine Commercial Warranty. This change will also be reflected in the printed Warranty Guided distributed with the purchase of every new vehicle.</i>	N/C
425	50-State Emissions System	STD
JS_01	Iconic Silver Metallic	N/C
AS_03	Medium Dark Slate w/HD Vinyl 40/20/40 Split Bench Seat	N/C

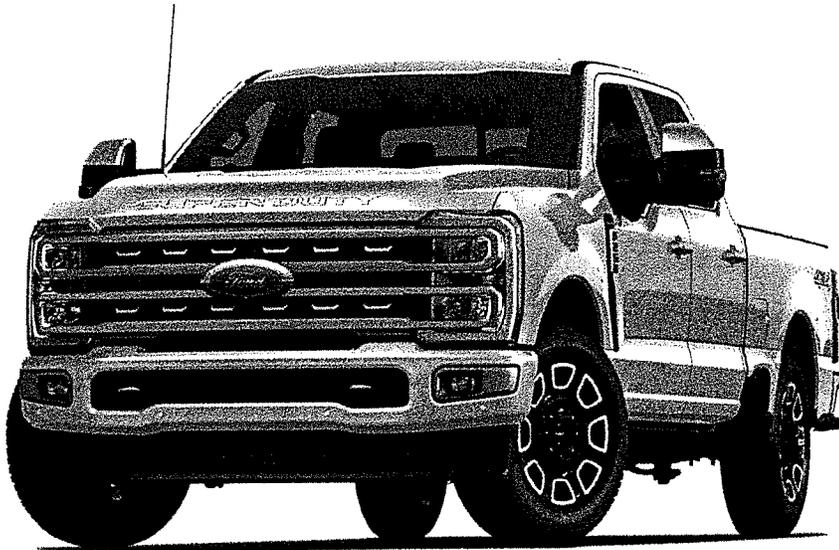
SUBTOTAL	\$47,290.00
Destination Charge	\$1,995.00
TOTAL	\$49,285.00

44,565.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Jason Poole, City of Belleville
801 Royal Heights
belleville, IL 62226

2024 F-250 4x4 SD Crew Cab 8' box 176" WB SRW XL (W2B)
Price Level: 420



Client Proposal

Prepared by:
Anthony Feole
Office: 314-241-9140
Quote ID: BELLCREW
Date: 10/24/2023



Prepared for: Jason Poole

City of Belleville

Prepared by: Anthony Feole

10/24/2023



Broadway Ford Truck Sales, Inc. | 812 E. Taylor Street St Louis Missouri | 63147

2024 F-250 4x4 SD Crew Cab 8' box 176" WB SRW XL (W2B)

Price Level: 420 | Quote ID: BELLCREW

As Configured Vehicle

Code	Description	MSRP
W2B	Base Vehicle Price (W2B)	\$51,770.00
600A	Order Code 600A <i>Includes:</i> - Engine: 6.8L 2V DEVCT NA PFI V8 Gas Flex fuel. - Transmission: TorqShift-G 10-Speed Automatic <i>Includes SelectShift and selectable drive modes: normal, eco, slippery roads, tow/haul and off-road.</i> - GVWR: 10,000 lb Payload Package - Wheels: 17" Argent Painted Steel <i>Includes painted hub covers/center ornaments.</i> - HD Vinyl 40/20/40 Split Bench Seat <i>Includes center armrest, cupholder, storage and driver's side manual lumbar.</i> - Radio: AM/FM Stereo w/MP3 Player <i>Includes 4 speakers.</i> - SYNC 4 <i>Includes 8" LCD capacitive touchscreen with swipe capability, wireless phone connection, cloud connected, AppLink with app catalog, 911 Assist, Apple CarPlay and Android Auto compatibility and digital owner's manual.</i>	N/C
99A	Engine: 6.8L 2V DEVCT NA PFI V8 Gas <i>Flex fuel.</i>	Included
44F	Transmission: TorqShift-G 10-Speed Automatic <i>Includes SelectShift and selectable drive modes: normal, eco, slippery roads, tow/haul and off-road.</i>	Included
X3E	Electronic-Locking w/3.73 Axle Ratio	\$430.00
STDGV	GVWR: 10,000 lb Payload Package	Included
TBM	Tires: LT245/75Rx17E BSW A/T <i>Spare may not be the same as road tire.</i>	\$165.00
64A	Wheels: 17" Argent Painted Steel <i>Includes painted hub covers/center ornaments.</i>	Included
A	HD Vinyl 40/20/40 Split Bench Seat <i>Includes center armrest, cupholder, storage and driver's side manual lumbar.</i>	Included
176WB	176" Wheelbase	STD
PAINT	Monotone Paint Application	STD
587	Radio: AM/FM Stereo w/MP3 Player <i>Includes 4 speakers.</i> <i>Includes:</i> - SYNC 4 <i>Includes 8" LCD capacitive touchscreen with swipe capability, wireless phone connection, cloud connected, AppLink with app catalog, 911 Assist, Apple CarPlay and Android Auto compatibility and digital owner's manual.</i>	Included

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Jason Poole

City of Belleville

Prepared by: Anthony Feole

10/24/2023



Broadway Ford Truck Sales, Inc. | 812 E. Taylor Street St Louis Missouri | 63147

2024 F-250 4x4 SD Crew Cab 8' box 176" WB SRW XL (W2B)

Price Level: 420 | Quote ID: BELLCREW

As Configured Vehicle (cont'd)

Code	Description	MSRP
96V	XL Chrome Package <i>Includes:</i> - 4 Additional Pickup Box Tie-Downs - Bright Chrome Hub Covers & Center Ornaments - Chrome Front Bumper - Chrome Rear Step Bumper - Halogen Fog Lamps	\$225.00
67E	250 Amp Alternator (Gas)	\$85.00
18B	Platform Running Boards	\$445.00
85S	Tough Bed Spray-In Bedliner <i>Includes tailgate-guard, black box bed tie-down hooks and black bed attachment bolts.</i>	\$595.00
43C	120V/400W Outlet <i>Includes 1 in-dash mounted outlet.</i>	\$175.00
61N	Front & Rear Wheel Well Liners (Pre-Installed)	\$325.00
153	Front License Plate Bracket <i>Standard in states requiring 2 license plates and optional to all others.</i>	N/C
WARANT	Fleet Customer Powertrain Limited Warranty Requires valid FIN code. <i>Ford is increasing the 5-year 60,000-mile limited powertrain warranty to 5-years, 100,000 miles. Only Fleet purchasers with a valid Fleet Identification Number (FIN code) will receive the extended warranty. When the sale is entered into the sales reporting system with a sales type fleet along with a valid FIN code, the warranty extension will automatically be added to the vehicle. The extension will stay with the vehicle even if it is subsequently sold to a non-fleet customer before the expiration. This extension applies to both gas and diesel powertrains. Dealers can check for the warranty extension on eligible fleet vehicles in OASIS. Please refer to the Warranty and Policy Manual section 3.13.00 Gas Engine Commercial Warranty. This change will also be reflected in the printed Warranty Guided distributed with the purchase of every new vehicle.</i>	N/C
425	50-State Emissions System	STD
Z1_01	Oxford White	N/C
AS_03	Medium Dark Slate w/HD Vinyl 40/20/40 Split Bench Seat	N/C

SUBTOTAL \$54,215.00

Destination Charge \$1,995.00

TOTAL ~~\$56,210.00~~

53,093.00

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CITY OF BELLEVILLE, ILLINOIS

101 SOUTH ILLINOIS STREET
BELLEVILLE, ILLINOIS 62220-2105
(618) 233-6810



DATE: November 9, 2023
TO: All City of Belleville Elected Officials
FROM: Jamie Maitret, Finance Director 
RE: Bank financing of automated sanitation truck

On November 21, 2022 the City Council approved the purchase of 1 new automated sanitation truck. It was mentioned at that time that the City intended to finance the purchase of this new truck through a local bank when the truck was ready to be delivered. We have recently received communication from the vendor that the truck should be delivered before the end of November.

I have been in contact with several different banks who were interested in providing the financing. I received quotes on interest rates and closing costs from three banks.

Of the three quotes I received, Clayton Holdings, LLC (Commerce Bank) was the lowest when considering annual interest rates along with closing costs. They are proposing a short-term loan (3 years) for the purchase price of the truck (\$290,200), at an interest rate of 4.77%. Payments will be due semiannually over 3 years, with the first payment being due six months from closing. There are no closing costs associated with this loan unless an escrow account is needed. Even though not expected to need this option, if we do, the cost is \$250. Busey Bank proposed 5.69%, and Bank of Belleville proposed 5.33%.

It is staff's recommendation to accept Clayton Holdings, LLC's short-term financing offer at 4.77% interest, with closing on the loan to occur on or about November 21, 2023.

If you have any further questions, please feel free to contact my office.



Clayton Holdings, LLC

8000 Forsyth Boulevard
St. Louis, Missouri 63105-1797
(314) 746-3678

11/09/2023

Ms. Jamie Maitret
Finance Director
City of Belleville, IL
101 South Illinois Street
Belleville, IL 62220-2105

Dear Ms. Maitret:

On behalf of Clayton Holdings, LLC, we would like to offer the following lease-purchase proposal for your consideration:

Type of Financing: A tax-exempt, State and Municipal Lease/ Purchase Agreement (the "Lease").

Lessor: Clayton Holdings, LLC – An equity subsidiary of Commerce Bank.

Lessee: City of Belleville, IL

Equipment: One (1) New Automated Sanitation Truck

Total Finance Amount: \$290,200.00

Commencement Date: On or before 12/07/2023

Base Term: 3 year (36 months)

Interest Rate: 4.77% fixed, rate locked until 12/07/2023.

Payment Amount: \$52,483.35, 6 payments, first due 6 months after closing.
**Please see attached amortization schedule based upon closing 11/21/2023.*

Payment Frequency: Semiannual/Arrears
**The first payment is due 6 months after closing.*

Interest Rate Adjustment: The above quoted interest rate is based on a spread over the Three (3) year Treasury rate (the "Index"). For Purposes of this proposal, as of 11/08/2023 the Three (3) year Treasury rate is 4.69%.

In the event the transaction does not close by 12/07/2023, Lessor reserves the right, but has no obligation, to adjust the Interest Rate after 12/07/2023 based on changes in the Index between the Quote Date and the Commencement Date. The adjustment, if made, would preserve Lessor's original lease investment assumption on a nominal pre-tax yield basis.

Interest will be computed on the basis of an Actual/360-day year and must be exempt from federal income taxation.

Documentation: Shall be provided by Lessor. Funding of the Lease is contingent, in part, upon receipt and review by Lessor of executed Lease documentation in form acceptable to Lessor and Lessee.

Early purchase Option: In the event Lessee desires to prepay this lease, they may do so in whole, but not in part at a premium of the then current outstanding principal balance, calculated as follows; 3% in year (1), 2% in year (2), and 1% in each year thereafter until maturity. There is no prepayment penalty if Lessee is using funds other than proceeds of a grant or an actual or anticipated refinancing.

General Terms: This financing structure, rate and payment are based on the Transaction being designated as Tax Exempt and Bank Qualified under the IRC Section 103 and 265 b (3). The Lessee does not intend to issue more than \$10 million dollars in tax-exempt obligations in the current calendar year.

Titles/Liens: Lessor shall have a perfected security interest in the Equipment. Titled equipment will require a 1st lien position on the MSO and Title.

Non-appropriation: The Lease shall provide for Lessee to terminate the agreement at the end of any fiscal period if insufficient funds are available to make the scheduled Rental Payments due in the following fiscal period.

Escrow: Upon closing, funds shall be disbursed into an escrow account to be maintained by Lessor's designated as escrow agent. Upon final delivery and acceptance of all of the equipment, and receipt of Lessee's authorization to release funds, escrow agent shall disburse payment to the vendors. Terms, conditions, and procedures regarding escrow and escrow agreement are subject to mutual approval by Lessee and Lessor. It is intended that the interest earnings on undisbursed funds shall accrue for the benefit of Lessee. There is a \$250 fee for the escrow account. This fee is not applicable if an escrow is not required.

Additional Fees: None are expected, however, if the City elects to use an escrow for the transaction, a one-time \$250 escrow fee would be due from the Lessee to the Escrow Agent. This fee is not applicable if an escrow is not required.

Net Lease: The lease shall be a net lease in all respects, and Lessee shall be responsible for all fees, charges, assessments or other costs and expenses of every nature whatsoever arising from the lease of the Equipment.

Not a Commitment: The terms set forth herein reflect a proposed, preliminary structure and are subject to final credit approval by Clayton Holdings, LLC and the negotiation of mutually acceptable documentation. These terms are being provided to the Lessee with the understanding that neither the terms nor their substance shall constitute a definitive agreement or an exhaustive statement of all terms and conditions which may ultimately be included in a transaction among Lessee and Lessor. This is a proposal only and not a commitment to lend. Final approval and funding of the transaction is based on a formal credit review by Lessor, including final lease documentation acceptable to both Lessee and Lessor.

This proposal is not intended to, and does not create, in any way, a legally binding or any other type of commitment or obligation on the part of Clayton Holdings, LLC, or any of its/their subsidiaries, and/or any of its/their employees. Information regarding this proposal, including the financial statements of Lessee necessary to complete the credit process, may be provided to third party funding sources in either written or electronic format.

The representatives shown below are "not" Municipal advisors, financial advisors, agents or fiduciaries to any person or entity. Clayton Holdings, LLC and its representatives are responding to an RFP issued by the Lessee. Lessee acknowledges that it is entitled to engage municipal advisory services should it elect to do so. Clayton Holdings, LLC is acting for its own loan account; this communication consists solely of general information under which Clayton Holdings, LLC may be willing to fund a loan. Thank you for the opportunity to offer this proposal. We appreciate your consideration and look forward to your favorable response. Should you have any questions, please do not hesitate to contact us.

Respectfully submitted,



Frank D. Hill
Officer of Clayton Holdings, LLC
Senior Vice President, Tax Exempt-Leasing & Finance -
Commerce Bank
Phone: 785-587-1541
frank.hill@commercebank.com



Ben Wanless
Vice President – Commerce Bank
Commercial Banking, Belleville, IL
Phone: 618-222-6643
ben.wanless@commercebank.com

CITY OF BELLEVILLE, ILLINOIS

101 SOUTH ILLINOIS STREET
BELLEVILLE, ILLINOIS 62220-2105
(618) 233-6810



DATE: November 8, 2023
TO: All City of Belleville Elected Officials
FROM: Jamie Maitret, Finance Director *JM*
RE: Bank financing of new ladder fire truck

On July 17, 2023 the City Council approved the purchase of 1 new aerial ladder fire truck. It was mentioned at that time that the City intended to make a budgeted \$250,000 down payment, and finance the remainder due for the purchase of this new truck through a local bank when the truck was ready to be delivered. We have recently received communication from the vendor that the truck should be delivered before the end of November.

I have been in contact with several different banks who were interested in providing the financing. I received quotes on interest rates and closing costs from three banks.

Of the three quotes I received, Clayton Holdings, LLC (Commerce Bank) was the lowest when considering annual interest rates along with closing costs. They are proposing a short-term loan (7 years) for the remainder due on the purchase price of the truck (\$915,949.74), at an interest rate of 4.77%. Payments will be due semiannually over 7 years, with the first payment being due six months from closing. There are no closing costs associated with this loan unless an escrow account is needed. Even though not expected to need this option, if we do, the cost is \$250. Busey Bank proposed 5.42%, and Bank of Belleville proposed 5.69%.

It is staff's recommendation to accept Clayton Holdings, LLC's short-term financing offer at 4.77% interest, with closing on the loan to occur on or about November 21, 2023.

If you have any further questions, please feel free to contact my office.

 **Clayton Holdings, LLC**

8000 Forsyth Boulevard
St. Louis, Missouri 63105-1797
(314) 746-3678

11/08/2023

Ms. Jamie Maitret
Finance Director
City of Belleville, IL
101 South Illinois Street
Belleville, IL 62220-2105

Dear Ms. Maitret:

On behalf of Clayton Holdings, LLC, we would like to offer the following lease-purchase proposal for your consideration:

Type of Financing: A tax-exempt, State and Municipal Lease/ Purchase Agreement (the "Lease").

Lessor: Clayton Holdings, LLC – An equity subsidiary of Commerce Bank.

Lessee: City of Belleville, IL

Equipment: One (1) New HP75 Heavy Duty Aerial Ladder Truck

Total Finance Amount: \$915,949.74 (Total Cost \$1,165,949.74 – Down Payment \$250,000.00 = Total Finance Amount \$915,949.74.)

Commencement Date: On or before 12/07/2023

Base Term: 7 year (84 months)

Interest Rate: 4.77% fixed, rate locked until 12/07/2023.

Payment Amount: \$77,724.44, 14 payments, first due 6 months after closing.
**Please see attached amortization schedule based upon closing 11/21/2023.*

Payment Frequency: Semiannual/Arrears
**The first payment is due 6 months after closing.*

Interest Rate Adjustment: The above quoted interest rate is based on a spread over the Seven (7) year Treasury rate (the "Index"). For Purposes of this proposal, as of 11/07/2023 the Seven (7) year Treasury rate is 4.62%.

In the event the transaction does not close by 12/07/2023, Lessor reserves the right, but has no obligation, to adjust the Interest Rate after 12/07/2023 based on changes in the Index between the Quote Date and the Commencement Date. The adjustment, if made, would preserve Lessor's original lease investment assumption on a nominal pre-tax yield basis.

Interest will be computed on the basis of an Actual/360-day year and must be exempt from federal income taxation.

Documentation: Shall be provided by Lessor. Funding of the Lease is contingent, in part, upon receipt and review by Lessor of executed Lease documentation in form acceptable to Lessor and Lessee.

Early purchase Option: In the event Lessee desires to prepay this lease, they may do so in whole, but not in part at a premium of the then current outstanding principal balance, calculated as follows; 3% in year (1), 2% in year (2), and 1% in each year thereafter until maturity. There is no prepayment penalty if Lessee is using funds other than proceeds of a grant or an actual or anticipated refinancing.

General Terms: This financing structure, rate and payment are based on the Transaction being designated as Tax Exempt and Bank Qualified under the IRC Section 103 and 265 b (3). The Lessee does not intend to issue more than \$10 million dollars in tax-exempt obligations in the current calendar year.

Titles/Liens: Lessor shall have a perfected security interest in the Equipment. Titled equipment will require a 1st lien position on the MSO and Title.

Non-appropriation: The Lease shall provide for Lessee to terminate the agreement at the end of any fiscal period if insufficient funds are available to make the scheduled Rental Payments due in the following fiscal period.

Escrow: Upon closing, funds shall be disbursed into an escrow account to be maintained by Lessor's designated as escrow agent. Upon final delivery and acceptance of all of the equipment, and receipt of Lessee's authorization to release funds, escrow agent shall disburse payment to the vendors. Terms, conditions, and procedures regarding escrow and escrow agreement are subject to mutual approval by Lessee and Lessor. It is intended that the interest earnings on undisbursed funds shall accrue for the benefit of Lessee. There is a \$250 fee for the escrow account. This fee is not applicable if an escrow is not required.

Additional Fees: None are expected, however, if the City elects to use an escrow for the transaction, a one-time \$250 escrow fee would be due from the Lessee to the Escrow Agent. This fee is not applicable if an escrow is not required.

Net Lease: The lease shall be a net lease in all respects, and Lessee shall be responsible for all fees, charges, assessments or other costs and expenses of every nature whatsoever arising from the lease of the Equipment.

Not a Commitment: The terms set forth herein reflect a proposed, preliminary structure and are subject to final credit approval by Clayton Holdings, LLC and the negotiation of mutually acceptable documentation. These terms are being provided to the Lessee with the understanding that neither the terms nor their substance shall constitute a definitive agreement or an exhaustive statement of all terms and conditions which may ultimately be included in a transaction among Lessee and Lessor. This is a proposal only and not a commitment to lend. Final approval and funding of the transaction is based on a formal credit review by Lessor, including final lease documentation acceptable to both Lessee and Lessor.

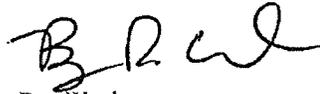
This proposal is not intended to, and does not create, in any way, a legally binding or any other type of commitment or obligation on the part of Clayton Holdings, LLC, or any of its/their subsidiaries, and/or any of its/their employees. Information regarding this proposal, including the financial statements of Lessee necessary to complete the credit process, may be provided to third party funding sources in either written or electronic format.

The representatives shown below are "not" Municipal advisors, financial advisors, agents or fiduciaries to any person or entity. Clayton Holdings, LLC and its representatives are responding to an RFP issued by the Lessee. Lessee acknowledges that it is entitled to engage municipal advisory services should it elect to do so. Clayton Holdings, LLC is acting for its own loan account; this communication consists solely of general information under which Clayton Holdings, LLC may be willing to fund a loan. Thank you for the opportunity to offer this proposal. We appreciate your consideration and look forward to your favorable response. Should you have any questions, please do not hesitate to contact us.

Respectfully submitted,



Frank D. Hill
Officer of Clayton Holdings, LLC
Senior Vice President, Tax Exempt-Leasing & Finance -
Commerce Bank
Phone: 785-587-1541
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Ben Wanless
Vice President – Commerce Bank
Commercial Banking, Belleville, IL
Phone: 618-222-6643
ben.wanless@commercebank.com



Local Public Agency General Maintenance



Estimate of Maintenance Costs

Submission Type

Maintenance Period

Local Public Agency	County	Section Number	Beginning	Ending
City of Belleville	St. Clair	25-00000-00-GM	05/01/24	04/30/25

Maintenance Items

Maintenance Operation	Maint Eng Category	Insp. Req.	Material Categories/ Point of Delivery or Work Performed by an Outside Contractor	Unit	Quantity	Unit Cost	Cost	Total Maintenance Operation Cost
Shared Maintenance	I	No	Smithton TWP Labor	INV	1	\$8,400.00	\$8,400.00	
	I	No	Shiloh Val Twp-Plum Hill	INV	1	\$2,000.00	\$2,000.00	\$10,400.00
Street Det Labor	IIA	No	City Labor Force	HRS	7,552	\$32.67	\$246,723.84	
	IIA	No	City Labor Force	HRS	620	\$49.01	\$30,386.20	
	IIA	No	City Labor Force	HRS	350	\$65.34	\$22,869.00	\$299,979.04
Traffic Control	IIA	No	In House	EA	0	\$600.00	\$0.00	\$0.00
Miscellaneous Rock	III	No	Bedding Stone RR#2	TON	500	\$15.10	\$7,550.00	
	III	No	RR#3	TON	500	\$16.90	\$8,450.00	
	III	No	RR#4	TON	500	\$18.75	\$9,375.00	
	III	No	CA-6	TON	1,200	\$10.10	\$12,120.00	
	III	No	CA-7	TON	500	\$15.00	\$7,500.00	\$44,995.00
Street Patching	III	No	Cold Patch	TON	1,000	\$82.00	\$82,000.00	
	III	No	Hot Mix (Split E & W)	TON	200	\$62.35	\$12,470.00	
	III	No	Bit. Premix for Maint-1	TON	700	\$155.00	\$108,500.00	\$202,970.00
Snow and Ice Removal	III	No	Sand FA-6	TON	200	\$10.50	\$2,100.00	
	III	No	Rock Salt	TON	4,000	\$64.00	\$256,000.00	\$256,000.00
Culvert Replacement	III	No	10" Culverts	LF	500	\$5.20	\$2,600.00	
	III	No	10" Regular Bands	EA	20	\$8.50	\$170.00	
	III	No	12" Culverts	LF	1,000	\$9.50	\$9,500.00	
	III	No	12" Regular Bands	EA	30	\$10.25	\$307.50	
	III	No	15" Culverts	LF	200	\$9.50	\$1,900.00	
	III	No	15" Regular Bands	EA	5	\$15.00	\$75.00	
	III	No	18" Culverts	LF	100	\$11.50	\$1,150.00	
	III	No	18" Regular Bands	EA	4	\$16.00	\$64.00	
	III	No	21" Culvert pipe	LF	100	\$13.00	\$1,300.00	
	III	No	21" Regular Bands	EA	3	\$17.75	\$53.25	
	III	No	24" Culvert pipe HDPE	LF	100	\$20.00	\$2,000.00	
	III	No	36" Culvert pipe HDPE	LF	80	\$25.00	\$2,000.00	\$21,119.75
Curb and Sidewalk Repair	III	Yes	Class SI Concrete	CY	125	\$110.00	\$13,750.00	\$13,750.00
Bituminous Surface Treatment	IV	No	Contract Work	SY	150,000	\$1.85	\$277,500.00	\$277,500.00
Sidewalk Maintenance	IV	No	Contract Work	BID	1	\$150,000.00	\$150,000.00	\$150,000.00
Traffic Signal Maintenance	IV	No	Contract Work	T&M	1	\$82,000.00	\$82,000.00	
	IV	No	IDOT/Blvl Master Agreement	BID	1	\$8,000.00	\$8,000.00	\$90,000.00
Crack Seal Concrete Streets	IV	No	Contract Work	BID	1	\$25,000.00	\$25,000.00	\$25,000.00
Pavement Markings	IV	No	Contract Work	BID	1	\$30,000.00	\$30,000.00	\$30,000.00
Infrastructure Maintenance	IV	No	Contract Work	T&M	1	\$300,000.00	\$300,000.00	\$300,000.00

Estimate of Maintenance Costs

Submission Type Original

Local Public Agency	County	Section	Maintenance Period	
			Beginning	Ending
City of Belleville	St. Clair	25-00000-00-GM	05/01/24	04/30/25

Item	IV	No	Contract Work	T&M	1	\$80,000.00	\$80,000.00	\$80,000.00
Ditching Maintenance	IV	No	Contract Work	T&M	1	\$80,000.00	\$80,000.00	\$80,000.00
Concrete Patch Maintenance	IV	Yes	Contract Work	BID	1	\$180,000.00	\$180,000.00	\$180,000.00
Asphalt Patch Maintenance	IV	Yes	Contract Work	BID	1	\$305,000.00	\$305,000.00	\$305,000.00
Pavement Sealing	IV	Yes	Contract Work	Bid	1	\$16,000.00	\$16,000.00	\$16,000.00
Total Operation Cost								\$2,302,713.79

Estimate of Maintenance Costs Summary

	MFT Funds	RBI Funds	Other Funds	Estimated Costs
Maintenance				
Local Public Agency Labor	\$310,379.04			\$310,379.04
Local Public Agency Equipment	\$0.00			\$0.00
Materials/Contracts(Non Bid Items)				
Materials/Deliver & Install/Materials Quotations (Bid Items)	\$538,834.75			\$538,834.75
Formal Contract (Bid Items)	\$1,453,500.00			\$1,453,500.00
Maintenance Total	\$2,302,713.79			\$2,302,713.79

Estimated Maintenance Eng Costs Summary

	MFT Funds	RBI Funds	Other Funds	Total Est Costs
Maintenance Engineering				
Preliminary Engineering	\$50,000.00			\$50,000.00
Engineering Inspection	\$30,000.00			\$30,000.00
Material Testing	\$2,000.00			\$2,000.00
Advertising	\$800.00			\$800.00
Bridge Inspection Engineering	\$18,000.00			\$18,000.00
Maintenance Engineering Total	\$100,800.00			\$100,800.00
Total Estimated Maintenance	\$2,403,513.79			\$2,403,513.79

Remarks

SUBMITTED

Local Public Agency Official	Date
<div style="border: 1px solid black; height: 40px; width: 100%;"></div>	<div style="border: 1px solid black; height: 40px; width: 100%;"></div>
Title	
<div style="border: 1px solid black; height: 20px; width: 100%;"></div>	
County Engineer/Superintendent of Highways	Date
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APPROVED

Regional Engineer Department of Transportation	Date
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TASK ORDER No. 1

In accordance with the Master Services Agreement between the City of Belleville, IL, (CLIENT), and Lochmueller Group, Inc. (CONSULTANT), dated the 17th day of October 2023, this TASK ORDER No. 1 is the written authorization to the CONSULTANT to provide the services described herein, in accordance with the attached schedule, and fee.

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

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

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

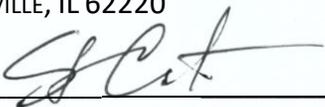
PAYMENT TERMS: Payments to the CONSULTANT shall be as described in Section "D" of this TASK ORDER.

TERMS AND CONDITIONS: The terms and conditions of the Master Services Agreement referenced above shall apply to this TASK ORDER No. 1. This TASK ORDER No. 1 is effective this ____ day of and incorporates all terms and conditions required by the Master Services Agreement.

CITY OF BELLEVILLE
101 SOUTH ILLINOIS STREET
BELLEVILLE, ILLINOIS 62220

LOCHMUELLER GROUP, INC.
10 SOUTH JACKSON, SUITE 301
BELLEVILLE, IL 62220

By: _____

By:  _____

Date: _____

Date: October 16, 2023

Patty Gregory
Mayor

Steve Coates, PE
Illinois Regional Leader

TASK ORDER No. 1

SECTION "A" – SCOPE OF SERVICES

2024-2025 Municipal Estimate of Maintenance Costs (BLR 14222) and
2024-2025 MFT Program

- Asphalt Patch
- Concrete Patch
- Ditching
- Infrastructure
- Lighting and Traffic Signals
- Materials
- Pavement Markings
- Sidewalk Program

SECTION "B" – CLIENT RESPONSIBILITIES

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SECTION "C" – SCHEDULE

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

SECTION "D" – PAYMENTS TERMS

CONSULTANT paid for any services rendered on an hourly rate basis based on the rates set forth in Exhibit "1", attached hereto and incorporated by reference not to exceed \$19,950.00 unless approved in writing by CLIENT.



188 East Main Street, Suite 100, Belleville, IL 62220
 201 W. Springfield Avenue, Suite 1012, Champaign, IL 61820
 319 East Madison, Suite 2E, Springfield, IL 62701
 1928 SRA Bradley R. Smith Drive, Troy, IL 62294

2023 ILLINOIS HOURLY RATE SCHEDULE ENGINEERING, ENVIRONMENTAL, SURVEYING AND PLANNING SERVICES

Classification	Hourly Rate
Senior Project Manager IV.....	\$335
Senior Project Manager III.....	\$275
Senior Project Manager II.....	\$252
Senior Project Manager I.....	\$244
Senior Project Engineer I.....	\$226
Client Manager.....	\$201
Project Liaison.....	\$199
Project Engineer IV.....	\$195
Project Engineer III.....	\$185
Project Engineer II.....	\$161
Project Engineer I.....	\$140
Engineering Intern III.....	\$125
Engineering Intern II.....	\$120
Engineering Intern I.....	\$115
Senior Transit/NEPA Specialist.....	\$223
Senior Landscape Architect I.....	\$236
Landscape Architect.....	\$140
Planner IV.....	\$163
Planner III.....	\$140
Planner II.....	\$126
Planner I.....	\$105
Engineering Designer IV.....	\$186
Engineering Designer III.....	\$150
Engineering Designer II.....	\$137
Engineering Designer I.....	\$128
Environmental Specialist IV.....	\$187
Environmental Specialist III.....	\$154
Environmental Specialist II.....	\$139
Environmental Specialist I.....	\$97
Environmental Technician II.....	\$120
Environmental Technician I.....	\$105
Environmental Geologist.....	\$175
Historian/Section 106 Specialist IV.....	\$180
Historian/Section 106 Specialist III.....	\$162
Historian/Section 106 Specialist II.....	\$131
Historian/Section 106 Specialist I.....	\$115
Certified Construction Inspector II.....	\$137
Certified Construction Inspector I.....	\$115
Senior Appraiser.....	\$223
Right of Way Services Specialist.....	\$181
Realty Specialist.....	\$133
Senior Graphic Designer.....	\$154
Administrative Assistant.....	\$88
Student Intern.....	\$77
Field Technician.....	\$70

DIRECT EXPENSES will be charged to the client in addition to the above quoted rates. Mileage will be charged at the allowable federal mileage reimbursement rate at the time the mileage was incurred. Direct expenses include but are not limited to: mileage, filing fees, testing costs and express mail costs, provided that they are reasonable and necessary for the accomplishment of the work.

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



MASTER SERVICES AGREEMENT

This is an agreement made as of this 17th day of October 2023 between The City of Belleville, Illinois (CLIENT) and Lochmueller Group, Inc. (CONSULTANT).

WITNESSETH

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

The SERVICES to be performed, the schedule for performance, and the compensation due to the CONSULTANT shall be described in TASK ORDERS issued by the CLIENT to the CONSULTANT. Each TASK ORDER shall be duly executed by both parties and shall be subject to the Terms and Conditions of this Master Services Agreement, except as modified expressly by the TASK ORDER.

This Agreement between the CLIENT and CONSULTANT supersedes all prior written and oral understandings. This Agreement may only be amended, supplemented, modified, or cancelled by a duly executed written instrument.

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

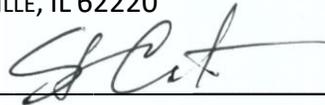
IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first written.

CITY OF BELLEVILLE
101 SOUTH ILLINOIS STREET
BELLEVILLE, IL 62220

LOCHMUELLER GROUP, INC.
10 SOUTH JACKSON, SUITE 301
BELLEVILLE, IL 62220

By: _____
Signature

Patty Gregory
Mayor

By:  _____
Signature

Steve Coates, PE
Illinois Regional Leader



MASTER SERVICES AGREEMENT TERMS AND CONDITIONS

1.0 WORK OFFICE

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

2.0 RESERVED

3.0 STANDARDS OF PERFORMANCE

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

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

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

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

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

3.6 CONSULTANT shall not be required to sign any documents, no matter by whom



MASTER SERVICES AGREEMENT TERMS AND CONDITIONS

requested, that would result in CONSULTANT's having to certify, guarantee or warrant the existence of conditions whose existence CONSULTANT cannot ascertain. CLIENT agrees not to make resolution of any dispute with CONSULTANT or payment of any amount due to CONSULTANT in any way contingent upon CONSULTANT's signing any such certification.

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

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

4.0 AUTHORIZED PROJECT REPRESENTATIVES

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

5.0 OWNERSHIP OF DOCUMENTS

The CLIENT acknowledges the CONSULTANT's documents, including tracings, drawings, reports, estimates, specifications, field notes, investigations, studies, etc., as the work papers of CONSULTANT's and the CONSULTANT's instruments of professional services. Nevertheless, the final documents prepared under this Agreement shall become the



MASTER SERVICES AGREEMENT TERMS AND CONDITIONS

property of the CLIENT upon completion of the services and payment in full of all monies due to CONSULTANT. During the performance of the Services herein provided for, CONSULTANT shall be responsible for any loss or damage to the documents which it caused, herein enumerated, while they are in its possession and any such loss or damage shall be restored at its expense. Full access to the Services during the progress of the Services shall be available to CLIENT. The CLIENT agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the CONSULTANT, its officers, directors, employees and subconsultants (collectively, "CONSULTANT") against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs arising from, or allegedly arising from or in any way connected with, the unauthorized reuse or modification of the documents by CLIENT or any person or entity that acquires or obtains the documents from or through the CLIENT without the written authorization of CONSULTANT.

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

6.0 ELECTRONIC MEDIA

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

7.0 ACCESS TO RECORDS

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

8.0 COMPLIANCE WITH STATE AND OTHER LAWS

CONSULTANT shall exercise usual and customary professional care to comply with all



MASTER SERVICES AGREEMENT TERMS AND CONDITIONS

federal, state, and local laws, ordinances, and regulations applicable to the services being provided under this Agreement, including Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d, 2000e), as well as with any applicable titles of the Americans with Disabilities Act (42 S.S.C. 12101, et seq.). If the fees to be paid for the services being provided under this Agreement exceed \$5,000.00, CONSULTANT shall comply with 775 ILCS 5 and 820 ILCS 55/12, pertaining to enrollment and participation in a federal work authorization program, and shall provide verification through an affidavit that states that CONSULTANT:

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

8.2 Is enrolled in a federal work authorization program.

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

9.0 ALLOCATION OF RISKS – INDEMNIFICATION

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

9.2 To the fullest extent permitted by law, CLIENT shall indemnify and hold harmless CONSULTANT, CONSULTANT's officers, directors, partners, employees and CONSULTANT's subconsultants from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of CLIENT or CLIENT's officers, directors, partners, employees, and CLIENT's consultants with respect to this Agreement or the Project.

9.3 To the fullest extent permitted by law, CONSULTANT's total liability to CLIENT and anyone claiming by, through, or under CLIENT for any cost, loss, or damages caused in part by the negligence of CONSULTANT and in part by the negligence of CLIENT or



MASTER SERVICES AGREEMENT TERMS AND CONDITIONS

any other negligent entity or individual, shall not exceed the percentage share that CONSULTANT's negligence bears to the total negligence of CLIENT, CONSULTANT, and all other negligent entities and individuals and shall not exceed the appropriate insurance coverage limits set forth under Item 13.0 of this Agreement.

- 9.4 In addition to the indemnity provided under Paragraph 9.2 above, and to the fullest extent permitted by law, CLIENT shall indemnify and hold harmless CONSULTANT and its officers, directors, partners, employees, and CONSULTANT's consultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) to the extent caused by the presence at the site of asbestos, polychlorinated biphenyls, petroleum, hazardous waste (42 USC Sec. 6903) or radioactive materials (42 USC Sec. 2011) in such quantities or circumstances that may represent a substantial danger to persons or property exposed thereto in connection with the Work (the "Hazardous Environmental Condition"), provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this Paragraph 9.4 shall obligate CLIENT to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.
- 9.5 CONSULTANT shall not be responsible for the means, methods, and techniques of any construction contractor in the prosecution of its work on a project for which CONSULTANT provides services, nor for the construction contractor(s)' and their subcontractor's safety programs, training or compliance with safety requirements of any federal or state agency.
- 9.6 Notwithstanding any other provisions of this Agreement to the contrary, CONSULTANT's officers, directors, shareholders, partners, employees, or agents shall not be personally liable, regardless of the cause of action asserted including breach of contract, warranty guarantee, products liability, negligence, tort, strict liability, or any other cause pertaining to CONSULTANT's performance or non-performance of the Agreement. CLIENT will look solely to CONSULTANT for its remedy for any claim arising out of or related to this Agreement.

10.0 RESERVED



MASTER SERVICES AGREEMENT TERMS AND CONDITIONS

11.0 STATUS OF CLAIMS

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

12.0 DISPUTE RESOLUTION - JURISDICTION AND VENUE

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

13.0 WORKER'S COMPENSATION AND LIABILITY INSURANCE

CONSULTANT shall procure and maintain, until final payment by CLIENT for the Services covered by this Agreement, insurance of the kinds and in the amounts hereinafter provided in insurance companies authorized to do such business in the State of Missouri covering all operations under this Agreement whether performed by it or by its subcontractor. CONSULTANT shall furnish a certificate or certificates in a form satisfactory to CLIENT, showing that this section has been complied with. During the term of this Agreement, CONSULTANT shall furnish CLIENT with certificates showing that the required insurance coverage is maintained. The certificate or certificates shall provide that the policies shall not



MASTER SERVICES AGREEMENT TERMS AND CONDITIONS

be changed or canceled until ten (10) days written notice has been given to the CLIENT. In the event that such written notice of change or cancellation is given, CLIENT may, at its option, terminate this Agreement and no further compensation shall, in such case, be made to CONSULTANT.

The kinds and amounts of insurance required are as follows:

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

14.0 CHANGES IN THE SERVICES

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

15.0 TERMINATION

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



MASTER SERVICES AGREEMENT TERMS AND CONDITIONS

been rendered by CONSULTANT to the date of termination and which estimate shall be as made by the CLIENT in consultation with CONSULTANT for all Services to be paid for on a lump sum basis.

16.0 RESERVED

17.0 SUCCESSORS AND ASSIGNEES

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

18.0 ENTIRE AGREEMENT – AMENDMENTS

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

19.0 NON-WAIVER

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

20.0 DURATION OF AGREEMENT

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

21.0 FORCE MAJEURE



MASTER SERVICES AGREEMENT TERMS AND CONDITIONS

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

22.0 HAZARDOUS ENVIRONMENTAL CONDITION

- 22.1 CLIENT represents to CONSULTANT that to the best of its knowledge a Hazardous Environmental Condition does not exist.
- 22.2 CLIENT has disclosed to the best of its knowledge to CONSULTANT the existence of all asbestos, PCB's, petroleum, hazardous waste, or radioactive material located at or near the Site, including type, quantity, and location.
- 22.3 If a Hazardous Environmental Condition is encountered or alleged, CONSULTANT shall have the obligation to notify CLIENT and, to the extent of applicable laws and regulations, appropriate governmental officials.
- 22.4 If CONSULTANT's scope of services does not include any services related to a Hazardous Environmental Condition and in the event CONSULTANT or any other party encounters a Hazardous Environmental Condition, CONSULTANT may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until CLIENT: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition, and (ii) warrants that the Site is in full compliance with applicable laws and regulations.
- 22.5 CLIENT acknowledges that CONSULTANT is performing professional services for CLIENT and that CONSULTANT is not and shall not be required to become an "arranger", "operator", "generator", or "transporter" of hazardous substances, as defined in the comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the Site in connection with CONSULTANT's activities under this Agreement.
- 22.6 If CONSULTANT's services under this Agreement cannot be performed because of a Hazardous Environmental Condition, the existence of the condition shall justify



MASTER SERVICES AGREEMENT TERMS AND CONDITIONS

CONSULTANT's terminating this Agreement for cause on thirty (30) day notice.

23.0 RESERVED

24.0 GOVERNING LAW

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

25.0 RESERVED

26.0 INDEPENDENT CONTRACTOR STATUS

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

27.0 SEVERABILITY

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

28.0 HEADINGS

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

29.0 NON-COLLUSION

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

Belleville Fire Department

Disposal List

All items listed below are damaged/unrepairable or beyond their life cycle. These items are surplus and can either be disposed of or scrapped.

Structural Fire Fighting Protective Coats (Disposal)

Make	Model	Year
Bodyguard	23054941734	1992
Bodyguard	23054941734	1992
Globe	Traditional	1999
Globe	2163965	2000
Quest	883C	2001
Quest	883C	2001
Quest	Unknown	2003

Structural Fire Fighting Protective Coat Liners Only (Disposal)

Make	Model	Year
Globe	Traditional	1998
Quest	232180	2007
Quest	PS1132	2010

Structural Fire Fighting Protective Pants (Disposal)

Make	Model	Year
Globe	unknown	1986
Janesville	14809	1986
Globe	unknown	1997
Globe	Traditional	2000
Quest	unknown	2001
Quest	unknown	2001
Quest	887-P	2007
Quest	887-P	2007
Quest	887-P	2007
Globe	unknown	2007
Quest	887-P	2008
Quest	887-P	2008
Quaker	90P913S479	2012

Structural Fire Fighting Protective Pants Liners Only (Disposal)

Make	Model	Year
Quest	unknown	2007
Quest	887-P	2007
Quest	887-P	2007
Globe	unknown	2009
Globe	GXCEL	2013

Knox Box Access Key Safe (Scrap Metal)

Make	Model	Serial Number
Knox	Keysecure WiFi	KS-019965
Knox	Keysecure USB	KS-008247
Knox	Keysecure USB	KS-007638

Self-Contained Breathing Apparatus (SCBA) Harnesses (Scrap Metal)

Make	Model	Year
Survivair	961200	unknown
Survivair	961450	unknown
Survivair	94600	unknown
Survivair RIT SCBA	411290323	unknown
Survivair RIT SCBA	161016	unknown
MSA	unknown	1976
MSA	unknown	1976

Self-Contained Breathing Apparatus (SCBA) Face Masks (Disposal)

Make	Model	Year
Survivair	941862	unknown
Survivair	941862	unknown
Survivair	995269	unknown
Survivair	961090	unknown
Survivair	961090	unknown
MSA	unknown	unknown
MSA	unknown	unknown

Self-Contained Breathing Apparatus (SCBA) Compressed Air Cylinders (Scrap Metal)

Make	Model	Year
Survivair	C-L045-45W52J2A	1995
Survivair	C-L045-45W52J2A	1995
Survivair	C-L045-45W52J2A	1996
Survivair	917147	2002
Survivair	917147	2004
Survivair	917147	2004
Survivair	917147	2004
MSA	unknown	1991
Scott Aviation	unknown	1988
Survivair	T66361	1996

Compressed Oxygen Cylinders (Scrap Metal)

Make	Model	Year
unknown	F21093	1995
unknown	D173665	1995
unknown	D171499	2001
unknown	D171496	2007

Appliances (Scrap)

Make	Model	Year
LG	LMC1575ST	2017

RESOLUTION NO. 3493

A RESOLUTION AUTHORIZING BANK LOAN FOR A SANITATION TRUCK

WHEREAS, in order to purchase one Sanitation Truck, the City of Belleville ("City") desires to enter into a Loan Agreement ("Loan") dated on or about November 29, 2023 with Clayton Holdings LLC in the amount of Two Hundred Ninety Thousand Two Hundred Dollars and Zero Cents (\$290,200.00), payable over a period of no more than thirty six (36) months at 4.77% annual interest rate, plus a possible escrow fee of Two Hundred Fifty Dollars (\$250.00), subject to a lien on the Sanitation Truck as collateral for the Loan;

WHEREAS, the City has carefully reviewed its financing requirements for the current calendar year and reasonably expects that it will not issue more than ten million dollars (\$10,000,000) of tax-exempt obligations during the calendar year;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Belleville, Illinois, as follows:

Section 1. This City Council hereby authorizes, empowers and directs the Mayor to execute on its behalf the Loan documents and any addenda, schedule, notes, UCC financing statements or other instruments issued under the provision of the Loan dated on or about November 29, 2023 with Clayton Holdings, LLC in the amount of Two Hundred Ninety Thousand Two Hundred Dollars and Zero Cents (\$290,200.00), payable over a period of no more than thirty six (36) months at 4.77% annual interest rate, plus a possible escrow fee of Two Hundred Fifty Dollars (\$250.00), subject to a lien on the Sanitation Truck as collateral for the Loan, and any other instrument or document which may be necessary or expedient in connection with agreement upon or fulfillment of the provisions of the Loan.

Section 2. Pursuant to Section 265(b)(3) of the Internal Revenue Code of 1986, as amended, this Loan be and hereby is designated a "qualified tax-exempt obligation" includable within the ten million dollars (\$10,000,000) of the aggregate issues designated as "qualified tax-exempt obligations" for the calendar year within which this Loan is entered into.

Section 3. This City Council has no present intention to designate more than ten million dollars (\$10,000,000) of tax-exempt obligations during the current calendar year as qualified tax-exempt obligations and City, together with its subordinate entities, does not reasonably expect to issue more than ten million dollars (\$10,000,000) of tax-exempt obligations during the current calendar year.

Section 4. This Resolution shall be in full force and effect after its passage and approval as provided by law.

PASSED by the City Council of the City of Belleville, Illinois, on this 20th day of November, 2023 on the following roll call vote:

	<u>AYE</u>	<u>NAY</u>
Bryan Whitaker	_____	_____
Lillian Schneider	_____	_____
Carmen Duco	_____	_____
Jamie Eros	_____	_____
Kent Randle	_____	_____
Scott Ferguson	_____	_____
Johnnie Anthony	_____	_____
Raffi Ovian	_____	_____
Ed Dintelman	_____	_____
Shelly Schaefer	_____	_____
Dr. Mary Stiehl	_____	_____
Chris Rothweiler	_____	_____
Phil Elmore	_____	_____
Dennis Weygandt	_____	_____
Nora Sullivan	_____	_____
Kara Osthoff	_____	_____

APPROVED by the Mayor of the City of Belleville, Illinois this 21st day of November, 2023.

PATTY GREGORY, MAYOR

ATTEST:

JENNIFER GAIN MEYER, CITY CLERK

RESOLUTION NO. 3494

A RESOLUTION AUTHORIZING BANK LOAN FOR A FIRE TRUCK

WHEREAS, in order to purchase one Fire Truck, the City of Belleville ("City") desires to enter into a Loan Agreement ("Loan") dated on or about November 21, 2023 with Clayton Holdings LLC in the amount of Nine Hundred Fifteen Thousand Nine Hundred Forty Nine Dollars and Seventy Four Cents (\$915,949.74), payable over a period of no more than eighty four (84) months at 4.77% annual interest rate, plus a possible escrow fee of Two Hundred Fifty Dollars (\$250.00), subject to a lien on the Fire Truck as collateral for the Loan;

WHEREAS, the City has carefully reviewed its financing requirements for the current calendar year and reasonably expects that it will not issue more than ten million dollars (\$10,000,000) of tax-exempt obligations during the calendar year;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Belleville, Illinois, as follows:

Section 1. This City Council hereby authorizes, empowers and directs the Mayor to execute on its behalf the Loan documents and any addenda, schedule, notes, UCC financing statements or other instruments issued under the provision of the Loan dated on or about November 21, 2023 with Clayton Holdings, LLC in the amount of Nine Hundred Fifteen Thousand Nine Hundred Forty Nine Dollars and Seventy Four Cents (\$915,949.74), payable over a period of no more than eighty four (84) months at 4.77% annual interest rate, plus a possible escrow fee of Two Hundred Fifty Dollars (\$250.00), subject to a lien on the Fire Truck as collateral for the Loan, and any other instrument or document which may be necessary or expedient in connection with agreement upon or fulfillment of the provisions of the Loan.

Section 2. Pursuant to Section 265(b)(3) of the Internal Revenue Code of 1986, as amended, this Loan be and hereby is designated a "qualified tax-exempt obligation" includable within the ten million dollars (\$10,000,000) of the aggregate issues designated as "qualified tax-exempt obligations" for the calendar year within which this Loan is entered into.

Section 3. This City Council has no present intention to designate more than ten million dollars (\$10,000,000) of tax-exempt obligations during the current calendar year as qualified tax-exempt obligations and City, together with its subordinate entities, does not reasonably expect to issue more than ten million dollars (\$10,000,000) of tax-exempt obligations during the current calendar year.

Section 4. This Resolution shall be in full force and effect after its passage and approval as provided by law.

PASSED by the City Council of the City of Belleville, Illinois, on this 20th day of November, 2023 on the following roll call vote:

	<u>AYE</u>	<u>NAY</u>
Bryan Whitaker	_____	_____
Lillian Schneider	_____	_____
Carmen Duco	_____	_____
Jamie Eros	_____	_____
Kent Randle	_____	_____
Scott Ferguson	_____	_____
Johnnie Anthony	_____	_____
Raffi Ovian	_____	_____
Ed Dintelman	_____	_____
Shelly Schaefer	_____	_____
Dr. Mary Stiehl	_____	_____
Chris Rothweiler	_____	_____
Phil Elmore	_____	_____
Dennis Weygandt	_____	_____
Nora Sullivan	_____	_____
Kara Osthoff	_____	_____

APPROVED by the Mayor of the City of Belleville, Illinois this 21st day of November, 2023.

PATTY GREGORY, MAYOR

ATTEST:

JENNIFER GAIN MEYER, CITY CLERK



Resolution for Maintenance Under the Illinois Highway Code



Resolution Number	Resolution Type	Section Number
3495	Original	25-00000-00-GM

BE IT RESOLVED, by the Council of the City of Belleville of Belleville Illinois that there is hereby appropriated the sum of Two million four hundred three thousand five hundred thirteen and 79/100 Dollars (\$2,403,513.79) of Motor Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of Illinois Highway Code from 05/01/24 to 04/30/25 Beginning Date Ending Date

BE IT FURTHER RESOLVED, that only those operations as listed and described on the approved Estimate of Maintenance Costs, including supplemental or revised estimates approved in connection with this resolution, are eligible for maintenance with Motor Fuel Tax funds during the period as specified above.

BE IT FURTHER RESOLVED, that City of Belleville shall submit within three months after the end of the maintenance period as stated above, to the Department of Transportation, on forms available from the Department, a certified statement showing expenditures and the balances remaining in the funds authorized for expenditure by the Department under this appropriation, and

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

I, Jennifer Gain Meyer of Belleville in the State of Illinois, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the Council of Belleville at a meeting held on _____ Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this _____ Day _____ Month, Year

(SEAL)

Clerk Signature

APPROVED

Regional Engineer
 Department of Transportation
 Date

ORDINANCE NO. 9199-2023

**A ZONING ORDINANCE IN RE CASE #40-SEP23-
Avenue Realty Associates, LLC**

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

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

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

Whereas, a request has been filed for a Special Use Permit for outdoor dining/seating at 123-127 Mascoutah Avenue (08-22.0-347-027 & 028) 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 6.

Whereas, a public hearing was held on September 28, 2023 before the City's Zoning Board of Appeals which has issued its advisory report.

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

Section 1. That the request for outdoor dining/seating at 123-127 Mascoutah Avenue (08-22.0-347-027 & 028) located in a "C-2" Heavy Commercial District is hereby granted in the name of the applicant only and a minimum six foot privacy fence must be provided surrounding the outdoor dining/seating area. (Applicable sections of the city and zoning code: 118.01, 162.400, 162.248, 162.515) Ward 6.

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

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

PASSED by the City Council of the City of Belleville, Illinois, on this 20th day of November, 2023 on the following roll call vote:

	<u>AYE</u>	<u>NAY</u>
Bryan Whitaker	_____	_____

Lillian Schneider	_____	_____
Carmen Duco	_____	_____
Jamie Eros	_____	_____
Kent Randle	_____	_____
Scott Ferguson	_____	_____
Johnnie Anthony	_____	_____
Raffi Ovian	_____	_____
Ed Dintelman	_____	_____
Shelly Schaefer	_____	_____
Dr. Mary Stiehl	_____	_____
Chris Rothweiler	_____	_____
Phil Elmore	_____	_____
Dennis Weygandt	_____	_____
Nora Sullivan	_____	_____
Kara Osthoff	_____	_____

APPROVED by the Mayor of the City of Belleville, Illinois this 21st day of November, 2023.

PATTY GREGORY, MAYOR

ATTEST:

JENNIFER GAIN MEYER, CITY CLERK

ORDINANCE NO. 9211-2023

A ZONING ORDINANCE IN RE CASE #48-OCT23-

Rachid Ayadi

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

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

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

Whereas, a request has been filed for a Special Use Permit to establish and operate a “Convenience Store” at 5112 North Belt West (08-18.0-208-054) located in a “C-2” Heavy Commercial District (Applicable sections of the zoning code: 162.248, 162.515) Ward 8.

Whereas, a public hearing was held on October 26, 2023 before the City's Zoning Board of Appeals which has issued its advisory report.

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

Section 1. That the request to establish and operate a “Convenience Store” at 5112 North Belt West (08-18.0-208-054) located in a “C-2” Heavy Commercial District is hereby granted. (Applicable sections of the zoning code: 162.248, 162.515) Ward 8.

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

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

PASSED by the City Council of the City of Belleville, Illinois, on this 20th day of November, 2023 on the following roll call vote:

	<u>AYE</u>	<u>NAY</u>
Bryan Whitaker	_____	_____
Lillian Schneider	_____	_____
Carmen Duco	_____	_____

Jamie Eros	_____	_____
Kent Randle	_____	_____
Scott Ferguson	_____	_____
Johnnie Anthony	_____	_____
Raffi Ovian	_____	_____
Ed Dintelman	_____	_____
Shelly Schaefer	_____	_____
Dr. Mary Stiehl	_____	_____
Chris Rothweiler	_____	_____
Phil Elmore	_____	_____
Dennis Weygandt	_____	_____
Nora Sullivan	_____	_____
Kara Osthoff	_____	_____

APPROVED by the Mayor of the City of Belleville, Illinois this 21st day of November, 2023.

PATTY GREGORY, MAYOR

ATTEST:

JENNIFER GAIN MEYER, CITY CLERK

ORDINANCE NO. 9212-2023

**A ZONING ORDINANCE IN RE CASE #49-OCT23-
Michael Wagner**

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

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

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

Whereas, a request has been filed for a Special Use Permit to construct a metal building exceeding 150 square feet at 0 Gass Avenue (08-28.0-112-055) located in a "A-1" Single-Family Residence District (Applicable sections of the zoning code: 162.094, 162.515) Ward 5.

Whereas, a public hearing was held on October 26, 2023 before the City's Zoning Board of Appeals which has issued its advisory report.

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

Section 1. That the request to construct a metal building exceeding 150 square feet at 0 Gass Avenue (08-28.0-112-055) located in a "A-1" Single-Family Residence District is hereby granted. (Applicable sections of the zoning code: 162.094, 162.515) Ward 5.

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

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

PASSED by the City Council of the City of Belleville, Illinois, on this 20th day of November, 2023 on the following roll call vote:

	<u>AYE</u>	<u>NAY</u>
Bryan Whitaker	_____	_____
Lillian Schneider	_____	_____
Carmen Duco	_____	_____

Jamie Eros _____
Kent Randle _____
Scott Ferguson _____
Johnnie Anthony _____
Raffi Ovian _____
Ed Dintelman _____
Shelly Schaefer _____
Dr. Mary Stiehl _____
Chris Rothweiler _____
Phil Elmore _____
Dennis Weygandt _____
Nora Sullivan _____
Kara Osthoff _____

APPROVED by the Mayor of the City of Belleville, Illinois this 21st day of November, 2023.

PATTY GREGORY, MAYOR

ATTEST:

JENNIFER GAIN MEYER, CITY CLERK

ORDINANCE NO. 9216-2023

A ZONING ORDINANCE IN RE CASE #55-OCT23-

Michael Wagner

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

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

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

Whereas, a request has been filed for a Use Variance to construct a standalone personal storage building at 0 Gass Avenue (08-28.0-112-055) located in a “A-1” Single-Family Residence District (Applicable sections of the zoning code: 162.094, 162.570) Ward 5.

Whereas, a public hearing was held on October 26, 2023 before the City's Zoning Board of Appeals which has issued its advisory report.

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

Section 1. That the request to construct a standalone personal storage building at 0 Gass Avenue (08-28.0-112-055) located in a “A-1” Single-Family Residence District is hereby granted. (Applicable sections of the zoning code: 162.094, 162.570) Ward 5.

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

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

PASSED by the City Council of the City of Belleville, Illinois, on this 20th day of November, 2023 on the following roll call vote:

	<u>AYE</u>	<u>NAY</u>
Bryan Whitaker	_____	_____
Lillian Schneider	_____	_____
Carmen Duco	_____	_____

Jamie Eros _____
Kent Randle _____
Scott Ferguson _____
Johnnie Anthony _____
Raffi Ovian _____
Ed Dintelman _____
Shelly Schaefer _____
Dr. Mary Stiehl _____
Chris Rothweiler _____
Phil Elmore _____
Dennis Weygandt _____
Nora Sullivan _____
Kara Osthoff _____

APPROVED by the Mayor of the City of Belleville, Illinois this 21st day of November, 2023.

PATTY GREGORY, MAYOR

ATTEST:

JENNIFER GAIN MEYER, CITY CLERK

ORDINANCE NO. 9218-2023

**A ZONING ORDINANCE IN RE CASE #50-OCT23-
Authentic Properties Reliance, LLC – Martha Gibson**

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

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

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

Whereas, a request has been filed for a Special Use Permit to establish and operate an “Event Center” at 28 North 64th Street (07-12.0-213-015) located in a “C-2” Heavy Commercial District. (Applicable sections of the zoning code: 162.006, 162.248, 162.401, 162.515) Ward 4.

Whereas, a public hearing was held on October 26, 2023 before the City's Zoning Board of Appeals which has issued its advisory report.

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

Section 1. That the request for a Special Use Permit to establish and operate an “Event Center” at 28 North 64th Street (07-12.0-213-015) located in a “C-2” Heavy Commercial District is hereby **DENIED**. (Applicable sections of the zoning code: 162.006, 162.248, 162.401, 162.515) Ward 4.

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

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

PASSED by the City Council of the City of Belleville, Illinois, on this 20th day of November, 2023 on the following roll call vote:

	<u>AYE</u>	<u>NAY</u>
Bryan Whitaker	_____	_____
Lillian Schneider	_____	_____

Carmen Duco	_____	_____
Jamie Eros	_____	_____
Kent Randle	_____	_____
Scott Ferguson	_____	_____
Johnnie Anthony	_____	_____
Raffi Ovian	_____	_____
Ed Dintelman	_____	_____
Shelly Schaefer	_____	_____
Dr. Mary Stiehl	_____	_____
Chris Rothweiler	_____	_____
Phil Elmore	_____	_____
Dennis Weygandt	_____	_____
Nora Sullivan	_____	_____
Kara Osthoff	_____	_____

APPROVED by the Mayor of the City of Belleville, Illinois this 21st day of November, 2023.

PATTY GREGORY, MAYOR

ATTEST:

JENNIFER GAIN MEYER, CITY CLERK

ORDINANCE NO. 9219-2023

**A ZONING ORDINANCE IN RE CASE #51-OCT23-
Authentic Properties Reliance, LLC – Martha Gibson**

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

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

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

Whereas, a request has been filed for a Special Use Permit for a “Class F liquor license” at 28 North 64th Street (07-12.0-213-015) located in a “C-2” Heavy Commercial District. (Applicable sections of the zoning code: 162.248, 162.515) Ward 4.

Whereas, a public hearing was held on October 26, 2023 before the City's Zoning Board of Appeals which has issued its advisory report.

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

Section 1. That the request for a Special Use Permit for a “Class F liquor license” at 28 North 64th Street (07-12.0-213-015) located in a “C-2” Heavy Commercial District is hereby **DENIED**. (Applicable sections of the zoning code: 162.248, 162.515) Ward 4.

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

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

PASSED by the City Council of the City of Belleville, Illinois, on this 20th day of November, 2023 on the following roll call vote:

	<u>AYE</u>	<u>NAY</u>
Bryan Whitaker	_____	_____
Lillian Schneider	_____	_____
Carmen Duco	_____	_____

Jamie Eros	_____	_____
Kent Randle	_____	_____
Scott Ferguson	_____	_____
Johnnie Anthony	_____	_____
Raffi Ovian	_____	_____
Ed Dintelman	_____	_____
Shelly Schaefer	_____	_____
Dr. Mary Stiehl	_____	_____
Chris Rothweiler	_____	_____
Phil Elmore	_____	_____
Dennis Weygandt	_____	_____
Nora Sullivan	_____	_____
Kara Osthoff	_____	_____

APPROVED by the Mayor of the City of Belleville, Illinois this 21st day of November, 2023.

PATTY GREGORY, MAYOR

ATTEST:

JENNIFER GAIN MEYER, CITY CLERK

ORDINANCE NO.9220-2023

AN ORDINANCE REGARDING THE ILLINOIS PAID LEAVE FOR ALL WORKERS ACT FOR THE CITY OF BELLEVILLE

WHEREAS, the Illinois Municipal Code, 65 ILCS 5/1-2-1, provides that the corporate authorities of each municipality may pass all ordinances and make all rules and regulations proper or necessary, to carry into effect the powers granted to municipalities, with such fines or penalties as may be deemed proper; and

WHEREAS, the City of Belleville is a home rule unit of government pursuant to Article VII, Section 6(a) of the Illinois Constitution and, pursuant to the provisions of said Section 6 of Article VII, may exercise any power or perform any function pertaining to its government and affairs; and

WHEREAS, on or about March 12, 2023, Governor JB Pritzker signed into law the Paid Leave for All Workers Act (820 ILCS 192/1 *et seq.*) (the “Act”); and

WHEREAS, the State of Illinois did not make the necessary appropriations or include statutory language exempting the Act from the Illinois State Mandates Act (30 ILCS 805/1 *et seq.*); and

WHEREAS, the Act does not include any express limitation the City’s home rule authority as required by Article VII, Section 6 of the Illinois Constitution; and

WHEREAS, effective January 1, 2024, the Act requires an employer to provide certain paid leave to their employees, unless the employer is subject to an existing municipal or county ordinance that requires the employer to provide any form of paid leave to their employees; and

WHEREAS, the City recognizes the importance of paid leave and currently provides reasonable paid leave benefits to its employees; and

WHEREAS, the City has determined that applying the Act to its own employees will negatively impact the City and place an undue financial and operational burden on the City’s ability to provide uninterrupted services to its residents; and

WHEREAS, the City believes and hereby declares that it is in the best interest of the City to clearly define the paid leave benefits that City employees shall receive and to opt out of the Act.

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

Section 1. The foregoing recitals shall be and are hereby incorporated as findings of fact as if said recitals were fully set forth herein.

Section 2. The City hereby adopts its current paid leave policy for all City employees as set forth in the City Code of Ordinances, Employee Handbook, Annuals Salary Ordinances, any collective bargaining agreements to which the City is party and all other binding legislative

actions governing paid leave adopted by the City Council, as the same may be amended from time to time. However, in no event shall the City, as an employer, provide less than one (1) day of paid leave per year to any City employee.

Section 3. Pursuant to the City’s home rule authority, the City hereby declares that the City, as an employer, is exempt from the requirements of the Paid Leave for All Workers Act (820 ILCS 192/1 *et seq.*). The City, an employer, shall have no additional obligations with regard to mandatory paid leave, including, without limitation, any obligations provided under the Act, except those obligations required by federal and/or state law which validly preempt the City’s home rule authority.

Section 4. Repeal of Conflicting Provisions. All ordinances, resolutions, and policies or parts thereof, in conflict with the provisions of this Ordinance are, to the extent of the conflict, expressly repealed on the effective date of this Ordinance.

Section 5. Severability. If any provision of this Ordinance or application thereof to any person or circumstance is ruled unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect with the invalid application or provision, and each invalid provision or invalid application of this Ordinance is severable.

Section 6. The clerk is directed by the corporate authorities to publish this Ordinance in pamphlet form. This Ordinance shall be in full force and effect after its passage and publication in accordance with 65 ILCS 5/1-2-4.

PASSED by the City Council of the City of Belleville, Illinois, on this 20th day of November, 2023 on the following roll call vote:

	<u>AYE</u>	<u>NAY</u>
Bryan Whitaker	_____	_____
Lillian Schneider	_____	_____
Jamie Eros	_____	_____
Carmen Duco	_____	_____
Kent Randle	_____	_____
Scott Ferguson	_____	_____
Johnnie Anthony	_____	_____
Raffi Ovian	_____	_____
Edward Dintelman	_____	_____
Michelle Schaefer	_____	_____
Dr. May Stiehl	_____	_____
Chris Rothweiler	_____	_____
Phil Elmore	_____	_____
Nora Sullivan	_____	_____
Kara Osthoff	_____	_____

APPROVED by the Mayor of the City of Belleville, Illinois this 21st day of November, 2023.

MAYOR PATTY GREGORY

ATTEST:

CITY CLERK JENNIFER GAIN MEYER

ORDINANCE NO. 9221-2023

**AN ORDINANCE AMENDING ARTICLE VII (TRAFFIC CODE),
CHAPTER 76 (PARKING SCHEDULES) OF THE REVISED
ORDINANCES OF THE CITY OF BELLEVILLE, ILLINOIS AS
AMENDED, BY AMENDING PORTIONS OF SECTIONS THEREOF**

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. That Chapter 76 (Parking Schedules), Schedule II (Limited Parking) and Schedule V (Parking Meter Zones) are hereby amended by removing **all remaining** parking meters in the City and replace with signage indicating that the parking space limited to 2 hours, Monday through Friday from 9am to 5pm from the intersection of 6th and Main Street to the intersection of Oak and Main Street

Location

From the Intersection of 6th and Main Street to the Intersection of Oak and Main Street.

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

Section 3. Any person violating this Ordinance shall be subject to the penalties of Article VII (Traffic Code), Chapter 70 (General Provisions), Section 70.999 (Penalty).

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

PASSED by the City Council of the City of Belleville, Illinois, on this 20th day of November, 2023 on the following roll call vote:

	<u>AYE</u>	<u>NAY</u>
Bryan Whitaker	_____	_____

Lillian Schneider	_____	_____
Carmen Duco	_____	_____
Jamie Eros	_____	_____
Kent Randle	_____	_____
Scott Ferguson	_____	_____
Johnnie Anthony	_____	_____
Raffi Ovian	_____	_____
Ed Dintelman	_____	_____
Shelly Schaefer	_____	_____
Dr. Mary Stiehl	_____	_____
Chris Rothweiler	_____	_____
Phil Elmore	_____	_____
Dennis Weygandt	_____	_____
Nora Sullivan	_____	_____
Kara Osthoff	_____	_____

APPROVED by the Mayor of the City of Belleville, Illinois this 21st day of November, 2023.

PATTY GREGORY, MAYOR

ATTEST:

JENNIFER GAIN MEYER, CITY CLERK

ORDINANCE NO. 9222-2023

**AN ORDINANCE AMENDING ARTICLE VII (TRAFFIC CODE),
CHAPTER 75 (TRAFFIC SCHEDULES) OF THE REVISED
ORDINANCES OF THE CITY OF BELLEVILLE, ILLINOIS AS
AMENDED, BY AMENDING PORTIONS OF SECTIONS THEREOF**

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. That Chapter 75 (Traffic Schedules), Schedule II (Stop and Yield Intersections), Section (C)(3) (Two-Way Stop Intersections) and Section (C)(1) (Four-Way Stop Intersections) are hereby amended by creating a four-way stop intersection where a two-way stop intersection was previously with stop signs at the following location:

Intersection Location

South Charles and East Garfield

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

Section 3. Any person violating this Ordinance shall be subject to the penalties of Article VII (Traffic Code), Chapter 70 (General Provisions), Section 70.999 (Penalty).

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

PASSED by the City Council of the City of Belleville, Illinois, on this 20th day of November, 2023 on the following roll call vote:

	<u>AYE</u>	<u>NAY</u>
Bryan Whitaker	_____	_____
Lillian Schneider	_____	_____
Carmen Duco	_____	_____

Jamie Eros	_____	_____
Kent Randle	_____	_____
Scott Ferguson	_____	_____
Johnnie Anthony	_____	_____
Raffi Ovian	_____	_____
Ed Dintelman	_____	_____
Shelly Schaefer	_____	_____
Dr. Mary Stiehl	_____	_____
Chris Rothweiler	_____	_____
Phil Elmore	_____	_____
Dennis Weygandt	_____	_____
Nora Sullivan	_____	_____
Kara Osthoff	_____	_____

APPROVED by the Mayor of the City of Belleville, Illinois this 21st day of November, 2023.

PATTY GREGORY, MAYOR

ATTEST:

JENNIFER GAIN MEYER, CITY CLERK

ORDINANCE NO. 9223-2023

**A ZONING ORDINANCE IN RE CASE #39-SEP23-
Avenue Realty Associates, LLC**

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

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

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

Whereas, a request has been filed for a Special Use Permit for a “Class F liquor license” at 123-127 Mascoutah Avenue (08-22.0-347-027 & 028) located in a “C-2” Heavy Commercial District (Applicable sections of the zoning code: 162.248, 162.515) Ward 6.

Whereas, a public hearing was held on September 28, 2023 before the City's Zoning Board of Appeals which has issued its advisory report.

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

Section 1. That the request for a “Class F liquor license” at 123-127 Mascoutah Avenue (08-22.0-347-027 & 028) located in a “C-2” Heavy Commercial District is hereby granted **in the name of the applicant only**. (Applicable sections of the zoning code: 162.248, 162.515) Ward 6.

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

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

PASSED by the City Council of the City of Belleville, Illinois, on this 20th day of November, 2023 on the following roll call vote:

	<u>AYE</u>	<u>NAY</u>
Bryan Whitaker	_____	_____
Lillian Schneider	_____	_____
Carmen Duco	_____	_____

Jamie Eros	_____	_____
Kent Randle	_____	_____
Scott Ferguson	_____	_____
Johnnie Anthony	_____	_____
Raffi Ovian	_____	_____
Ed Dintelman	_____	_____
Shelly Schaefer	_____	_____
Dr. Mary Stiehl	_____	_____
Chris Rothweiler	_____	_____
Phil Elmore	_____	_____
Dennis Weygandt	_____	_____
Nora Sullivan	_____	_____
Kara Osthoff	_____	_____

APPROVED by the Mayor of the City of Belleville, Illinois this 20th day of November, 2023.

PATTY GREGORY, MAYOR

ATTEST:

JENNIFER GAIN MEYER, CITY CLERK

ORDINANCE NO. 9224-2023

AN ORDINANCE RE-AFFIRMING AMENDMENT TO TITLE XI (BUSINESS REGULATIONS), CHAPTER 121 (ALCOHOLIC BEVERAGES), SECTION 121.04 (PROHIBITED LICENSEES AND LOCATIONS), SUBSECTION 121.04(A)(11) OF THE REVISED CODE OF ORDINANCES OF THE CITY OF BELLEVILLE, AS AMENDED

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

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

WHEREAS, this City Council previously approved Ordinance No. 7784, pertinently amending Section 21-1-4 of the Revised Code of Ordinances to provide that "[a] person whose place of business is conducted by a manager or agent unless the manager or agent possess the same qualifications required by the licensee except residency; provided that, ~~The qualifications of residency shall only be required~~ for persons requesting or holding a Class "A" license, such manager or agent shall reside in Belleville or within five (5) miles of the City limits of Belleville.

WHEREAS, because such amendment was apparently inadvertently omitted during the subsequent re-codification of the City's Revised Code of Ordinances, this City Council desires to re-affirm such amendment *nunc pro tunc*.

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

Section 1. This City Council hereby re-affirms the following amendment to Title XI (Business Regulations), Chapter 121 (Alcoholic Beverages), Section 121.04 (Prohibited Licensees and Locations), Subsection 121.04(A)(11) of the City's Revised Code of Ordinances:

(11) A person whose place of business is conducted by a manager or agent unless the manager or agent possess the same qualifications required by the licensee except residency; provided that, ~~The qualifications of residency shall only be required~~ for persons requesting or holding a Class "A" license, such manager or agent shall reside in Belleville or within five (5) miles of the City limits of Belleville.

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

Section 3. Any person violating this Ordinance shall be subject to the penalties of Title XI (Business Regulations), Chapter 121 (Alcoholic Beverages), Section 121.99 (Penalties).

Section 4. This Ordinance shall be in full force and effect as of June 28, 2014, *nunc pro tunc*.

PASSED by the City Council of the City of Belleville, Illinois, on this 20th day of November, 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 21st day of November, 2023.

PATTY GREGORY, MAYOR

ATTEST:

JENNIFER GAIN MEYER, CITY CLERK

ORDINANCE NO. 9225-2023

**AN ORDINANCE AUTHORIZING SALE/CONVERSION OF PERSONAL PROPERTY
(MISCELLANEOUS FIRE DEPARTMENT EQUIPMENT)**

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.

WHEREAS, the City of Belleville, Illinois ("City") owns personal property in the form of miscellaneous equipment (Exhibit A) formerly used by Fire Department, ("Property"), that it finds to be no longer necessary or useful to the Fire Department;

WHEREAS, Section 11-76-4 of the Illinois Municipal Code (65 ILCS 5/11-76-4) pertinently empowers this City Council to sell personal property that is no longer necessary or useful to, or for the best interests of the City, in such a manner as this City Council may designate, with or without advertising the sale, or to convert that personal property into some other form that is useful to the City by using the material in the personal property;

WHEREAS, in the best interests of the City and upon the recommendation of its Administration, this City Council desires to sell/convert the Property in accordance with applicable law.

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

Section 1. This City Council does hereby authorize and direct its Administration to sell/convert the Property, in accordance with applicable law.

Section 2. This Ordinance shall be in full force and effect from and after its passage, approval and publication all as provided by law.

PASSED by the City Council of the City of Belleville, Illinois, on this 20th day of November, 2023 on the following roll call vote:

	<u>AYE</u>	<u>NAY</u>
Bryan Whitaker	_____	_____
Lillian Schneider	_____	_____
Carmen Duco	_____	_____
Jamie Eros	_____	_____
Kent Randle	_____	_____

Scott Ferguson _____
Johnnie Anthony _____
Raffi Ovian _____
Ed Dintelman _____
Shelly Schaefer _____
Dr. Mary Stiehl _____
Chris Rothweiler _____
Phil Elmore _____
Dennis Weygandt _____
Nora Sullivan _____
Kara Osthoff _____

APPROVED by the Mayor of the City of Belleville, Illinois this 21st day of November
2023

PATTY GREGORY, MAYOR

ATTEST:

JENNIFER GAIN MEYER, CITY CLERK

SYS DATE:11/15/23

CITY OF BELLEVILLE
C L A I M S H E E T
Monday November 20,2023

SYS TIME:12:37
[NCS]
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VENDOR #	NAME	DEPT.	AMOUNT
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13 MOTOR FUEL TAX FUND

3153	SCI ENGINEERING, INC	13-00	1,495.50
486	HANK'S EXCAVATING & LANDSCAPING,	13-00	73,360.71
CH058	CHRIST BROS. PRODUCTS LLC	13-00	2,377.80
CO075	CONCRETE SUPPLY OF ILLINOIS	13-00	1,082.50
EL001	ELECTRICO, INC.	13-00	5,618.26

	**TOTAL		83,934.77
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13 MOTOR FUEL TAX FUND	GRAND TOTAL	83,934.77
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