

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



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**TUESDAY, FEBRUARY 20, 2024**

**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**

**8. APPROVAL OF MINUTES**

8-A. Motion to approve City Council and Executive Session Meeting Minutes of February 5, 2024

**9. CLAIMS, PAYROLL AND DISBURSEMENTS**

9-A. Motion to approve claims and disbursements in the amount of \$1,456,813.31 payroll in the amount of \$931,479.82

**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 **MASTER SEWER**

- 11-A(1). Motion authorizing the sale/conversion of 1990 TCM Forklift (9000lb capacity) (Serial: 4422070) from the WasteWater Treatment Plant

11-B. MOTIONS FROM **TRAFFIC**

- 11-B(1). Motion to approve “No Parking” 100 Block of East Adams (south side) between alley and South Jackson
- 11-B(2). Motion to approve Stop Sign on Bunsen at South 16<sup>th</sup> Street

11-C. MOTIONS FROM **FINANCE**

- 11-C(1). Motion to approve the lowest responsible bidder, BP Roofing, in the amount of \$22,140.00 for roof replacement (800 Royal Heights Road - Street Department), with a possibility of extra cost for decking and materials as necessary
- 11-C(2). Motion to waive formal bidding procedures and approve the purchase of one (1) new Fire Department Pumper Truck from Banner Fire Equipment, Inc. in the amount of \$756,328.00
- 11-C(3). Motion to waive formal bidding procedures and utilize the Omnia Partners Cooperative Contract to approve uniform & mat services with CINTAS for Public Works, WWTP, and Vehicle Maintenance staff for a period of five (5) years
- 11-C(4). Motion to approve increase in residential refuse (trash) fees of \$2 per month effective 5/1/2024, \$0.25 per month

effective 5/1/2025, \$0.25 per month effective 5/1/2026  
and \$0.25 per month effective 5/1/2027

11-D. MOTIONS FROM **PARKS BOARD**

- 11-D(1). Motion to approve the purchase of a new Riso Digital MH9450 Two Color Duplicator from Da-Com in the amount of \$23,921.00
- 11-D(2). Motion to approve a Facility Use Agreement between the City of Belleville and Rowdies Rugby Club for use of Jaycee Park and Laderman Park, October 1, 2020 through September 30, 2025

11-E. MOTIONS FROM **ADMINISTRATION**

- 11-E(1). Motion to extend the Special Use Permit and amend the applicant to establish and operate an Adult-Use Cannabis Dispensing Organization in Case #41-JUL22 Emerald Coast, LLC located at 360 South Greenmount Road (09-30.0-111-009) until December 31, 2024
- 11-E(2). Motion authorizing the sale/conversion of miscellaneous furniture from SIJWDC (Lynx Lodge)

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

- 11-F(1). Motion to approve a Development Agreement with Belleville Books for the acquisition and remodeling of 20 East Main Street for a bookstore
- 11-F(2). Motion to approve a Development Agreement with Tygracon Properties, Inc. for the redevelopment of 107 East D Street for a single-family home as part of the Infill Development Program
- 11-F(3). Motion to approve the Infill Development Program Residential Sale Contract with C.A. Jones, Inc. for the

property commonly known as 1008 Cart Lane

11-F(4). Motion to approve the Infill Development Program Residential Sale Contract with C.A. Jones, Inc. for the property commonly known as 24 Queensway Drive

11-F(5). Motion to approve the Development Agreement with Blounts & Moore Holdings, LLC for the acquisition and remodeling of 7300 Twin Pyramid Parkway

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

11-G(1). Motion to approve a contract with DMS Contracting, Inc. in the amount of \$996,776.62 for South Church Street resurfacing (CDBG/TIF 3/ARPA Funds)

11-G(2). Motion to enter into an agreement with Gonzalez Companies in the amount of \$101,860.00 for Construction Inspection of South Church Street (ARPA/TIF 3 Funds)

**12. COMMUNICATIONS**

12-A. **HARRIS & PALMER WEDDING – 04/13/2024**

Request from Sam Harris & Brandon Palmer to have food trucks for wedding Saturday, April 13, 2024, 8:00am to 8:00pm. Closure request: parking spots on North Jackson (east side) from East Main to alley. Additional City services: barricades and “No Parking” signage

12-B. **LINCOLN THEATRE CONCERT - 04/28/2024**

Request from Lincoln Theatre to host Skatalites, Sunday, April 28, 2024, 7:00pm 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

12-C. **BELLEVILLE SHRINERS’ PARADE – 06/07/2024**

Ainad Shriners’ request to hold the Belleville Shriners’ Parade, Friday, June 7, 2024, 7:30pm to 11:00pm. Street closure request: staging areas 5:30pm to 9:30pm; North 3rd Street between West "A" Street (north side) to West “F” Street (south side); West "C" Street from North 2nd Street to North 4th Street Rear; 7:30p.m. rolling closure along

parade route. Additional City services: Police and Public Works Personnel, "No Parking" signage, barricades, trash toters, electrical panels and clean-up of parade route. Banner across North Illinois Street.

12-D. **BELLEVILLE SHRINERS' FEZTIVAL OF FOOD – 06/08/2024**

Ainad Shriners' request to hold Belleville Shriners' Feztival of Food (food truck event), Saturday, June 8, 2024, 11:00am to 9:00pm. Street closure(s): Public Square and one block north/south/east/west, Friday, June 7, 2024, 7:30pm through Saturday, June 8, 2024, 11:00pm.

Additional City services: Police and Public Works Personnel, trash toters, sanitation vehicle, barricades, electrical panels, picnic tables, "No Parking" signage and clean-up of event.

12-E. **FOOD TRUCK DAYS – Tuesdays/Sundays; March thru November**

Request from Shoehorn Brewing to host Food Truck Days every Tuesday, 5:00pm to 9:00pm and Sunday 12:00pm to 9:00pm March through November 2024. Additional City services: cones to reserve two(2) parking spots on North Church Street (west side) not to include the ADA spot

**13. PETITIONS**

**14. RESOLUTIONS**

14-A. **RESOLUTION 3505**

A Resolution requesting permission from IDOT to close Route 159 for Shriners' Parade and FEZtival of Food, Friday, June 7, 2024 through Saturday, June 8, 2024

**15. ORDINANCES**

15-A. **ORDINANCE 9248-2024**

An Ordinance Authorizing Sale/Conversion of Personal Property (1990 TCM Forklift from WasteWater Treatment Plant)

15-B. **ORDINANCE 9249-2024**

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-C. **ORDINANCE 9250-2024**

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-D. **ORDINANCE 9251-2024**

A ZONING ORDINANCE IN RE CASE 41-JUL22-High Haven Dispensary, LLC

15-E. **ORDINANCE 9252-2024**

An Ordinance Authorizing Sale/Conversion of Personal Property (Miscellaneous Furniture – SIJWDC – Lynx Lodge)

**16. UNFINISHED BUSINESS**

**17. MISCELLANEOUS & NEW BUSINESS**

17-A. Motor Fuel Claims in the Amount of **\$32,586.07**

**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)), and personnel, litigation, workers' compensation, property acquisition, transfer of property, (5 ILCS 120/2(c)).

18-B. Possible motion to approve a workman's compensation settlement

18-C. Possible motion to terminate Internet Contract with AT&T

18-D. Possible motion to terminate Cellular Contract with T-Mobile

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

**PUBLIC PARTICIPATION (2-3 MINUTES PER PERSON)**

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

**CITY OF BELLEVILLE, ILLINOIS  
COUNCIL MEETING MINUTES  
COUNCIL CHAMBERS – CITY HALL  
Monday, February 5, 2024 – 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 Duco, Alderperson Eros, Alderperson Anthony, Alderperson Ovian, Alderperson Dintelman, Alderperson Schaefer, Alderperson Stiehl, Alderperson Rothweiler, Alderperson Elmore, Alderperson Weygandt, Alderperson Sullivan, Alderperson Osthoff.

Excused: Alderperson Schneider, Alderperson Randle, Alderperson Ferguson.

**ROLL CALL DEPARTMENT HEADS**

City Clerk Gain Meyer called roll of Department Heads: City Treasurer, Sarah Biermann; City Attorney Hoerner; Police Chief, Matt Eiskant; Fire Chief, Stephanie Mills; 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 Economic Development, Planning & Zoning, Clifford Cross; Director of Human Resources, William Clay; Director of Maintenance, Mike Schaefer; Director of Recreation, Don LaChance.

Excused: Director of Health, Housing & Building, Scott Tyler

**PLEDGE**

**PUBLIC HEARING**

None.

**PUBLIC PARTICIPATION**

None.

**PRESENTATIONS, RECOGNITIONS & APPOINTMENTS**

Recognition of the character word of the month “Trustworthiness” Truthfulness in Words and Actions. Being honest and reliable in words and actions.

Mayor Gregory read a proclamation in recognition of the 90<sup>th</sup> Anniversary of the Belleville VFW Post 1739

Mayor Gregory read a proclamation in recognition of Black History Month

Presentation of check from the Belleville Marathon to Belleville Parks and Recreation Department

## **APPROVAL OF MINUTES**

Aldersperson Schaefer made a motion second by Aldersperson Weygandt to approve the City Council Minutes of January 16, 2024.

All members voted aye.

Motion carries.

## **CLAIMS, PAYROLL AND DISBURSEMENTS**

Aldersperson Whitaker made a motion second by Aldersperson Schaefer to approve claims and disbursements in the amount of **\$1,752,557.24** and payroll in the amount of **\$996,628.10**.

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

Motion carries.

## **REPORTS**

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

All members present voted aye.

Motion carries.

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

### **BOARD OF POLICE & FIRE COMMISSIONERS**

Aldersperson Anthony made a motion second by Aldersperson Eros to approve hiring Caterina Ritchey as Probationary Police Officer (lateral hire) effective, Tuesday, February 6, 2024 at 12:01am

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

Motion carries.

## **ORDINANCE & LEGAL REVIEW**

Aldersperson Stiehl made a motion second by Aldersperson Elmore to amend Title XI (Business Regulations), Chapter 115 (Itinerant Merchants, Mobile Commerce Vendors, Peddlers and Solicitors) Section 115.02 (License Requirement and Conditions) to increase Solicitor Licenses to \$200 beginning May 1, 2024

**Aldersperson Elmore:** In discussion in Legal & Ordinance we encourage residents and hopefully the Alderspersons here can encourage their constituents to place No Soliciting signs if they don't want people knocking on their doors. That is the best defense.

All members present voted aye.

Motion carries.

### **ADMINISTRATION**

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

Motion to approve an Intergovernmental Agreement between the Cities of East St Louis, Belleville, and County of St. Clair for the 2023 Byrne Justice Assistance Grant (JAG) Program Award

Motion to approve temporary traffic control measures of the first block of North and South First Street and first and second block of West Washington; to include temporary lane closures, two-way traffic, and no parking as necessary through August 2025 for planned improvements to the St. Clair County Administration Building at 10 Public Square

Motion to approve a proposal with Hank's Excavating in the amount of \$9,150.00 for the demolition of 507 North 6<sup>th</sup> Street.

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

Motion carries.

### **STREETS & GRADES**

Aldersperson Dintelman made a motion second by Aldersperson Eros authorizing the sale/conversion of multiple vehicles, mowers, sod cutter and a road maintainer from the Public Works Department

All members present voted aye.

Motion carries.

### **ZONING BOARD OF APPEALS**

**50-SEP19 ROGER RODDY:** Request for a Special Use Permit to expand upon the existing "Outdoor Storage" operations to allow for operational motor vehicle storage at 2020 North Belt West (08-17.0-202-001) located in a "C-2" Heavy Commercial District. (Applicable sections of the Zoning Code: 162.248, 162.515) Ward 3. *Zoning Board of Appeals recommended Approval, with a vote of 6-0*

**65-JAN24 FAMILY DOLLAR, LLC (DBA: FAMILY DOLLAR STORE 31783):** Request for a Special Use Permit for a "Class C" liquor license at 1609 West Main Street, Unit A (08-21.0-322-007) located in a "C-2" Heavy Commercial District. (Applicable sections of the Zoning Code: 162.248, 162.515) Ward 2. *Zoning Board of Appeals recommended APPROVAL, in the Name of the Applicant Only, with a vote of 5-1*

**66-JAN24 YAOHUA YIN:** Request for a Use Variance to establish and operate a “Massage Store” at 3200 West Main Street (08-17.0-308-016) located in a “C-1” Light Commercial District (Applicable sections of the Zoning Code: 162.232, 162.233, 162.570) Ward 3. *Zoning Board of Appeals recommended APPROVAL, in the Name of the Applicant Only, with a vote of 6-0*

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

**Aldersperson Ovian:** On 11-E(3) I was just wondering if, cause I noticed where they were approved in Wisconsin, are they now licensed in the State of Illinois?

**Director of Economic Development, Planning & Zoning, Clifford Cross:** Yes, they actually are. That is a question that came up during the meeting that they were licensed in the State of Illinois.

All members present voted aye.

Motion carries.

## **COMMUNICATIONS**

### **HOME BUILDERS REMODELING ASSOCIATION**

Request from Home Builders Remodelers Association to place street banners along North Illinois Street, West Main Street and East Main Street, February 23, 2024 through March 11, 2024 for the Home Builders Remodeling Expo

### **FIRE DEPARTMENT BLOOD DRIVE – 03/14/2024.**

Request from Belleville Fire Department to host an American Red Cross Blood Drive on Thursday, March 14, 2024, 12:30pm to 5:30pm at Engine House #4 (1125 South Illinois Street)

### **ST PATRICK’S DAY PARADE – 03/16/2024**

Request from the Ancient Order of Hibernians to host the St. Patrick’s Day Parade, Saturday, March 16, 2024, 11:00am to 1:00pm. Street closure request: parade line-up North 3rd Street from West “A” Street to West “C” Street, 9:00am to 1:00pm. Parade rolling route closure 3<sup>rd</sup> Street to West Main east to Oak Street. Additional City services: trash toters, barricades, "No Parking" signage, clean-up, and personnel

### **PSOP SENIOR CELEBRATION – 05/03/2024**

Request from PSOP to host Senior Celebration, Friday, May 3, 2024, 10:00am to 2:00pm. Street Closure: North Church Street (between East “B” and East “C”), Municipal Parking Lot corner of North Jackson and East “B”, 7:30am to 3:30pm. Additional City services: “No Parking” signage, barricades, trash toters, BBQ grill and volunteers.

### **EXPERIENCE LIVE MUSIC ROW – 05/11/2024 and 09/07/2024.**

Request from Venue on Main to host Experience Live Music Row, Saturday, May 11, 2024, and September 7, 2024, 11:00am to 11:59pm. Street closure: first block of South Second to West Washington Street, 10:00am to 11:59pm. Additional City services: picnic tables, “No Parking” signage and trash toters.

**ART ON THE SQUARE – 05/17/2024 thru 05/19/2024**

Request from Art on the Square to hold Art on the Square, Friday, May 17, 2024 (4:00pm to 9:00pm), Saturday, May 18, 2024 (10:00am to 7:00pm with a private party for the Artists 7:00pm to 9:00pm) and Sunday, May 19, 2024 (11:00am to 5:00pm). Street closure request: Public Square, one block east, west, north and south, Thursday, May 16, 2024, 8:00am to Sunday, May 19, 2024, 11:00pm. Additional City services: barricades, picnic tables, trash toters, "No Parking" signage, electrical panels, City staff, possible use of City Hall Atrium for High School Exhibit and banner across North Illinois Street

**MEMORIAL DAY PARADE - 05/27/2024**

Request from City of Belleville to hold the Belleville Memorial Day Parade, Monday, May 27, 2024, 10:00am to 11:00am. Street closure request: North 3rd Street from West "A" Street to Hough Park, 9:00am to 11:00am. Parade route rolling closure, 10:00am to 11:00am. Additional City services: barricades, "No Parking" signage, Port-a-Potties, clean-up, Police and Public Works personnel

**CITY HALL RED CROSS BLOOD DRIVE – 05/29/2024**

Request from City of Belleville to host an American Red Cross Blood Drive on Wednesday, May 29, 2024, 12:00pm to 4:00pm, City Hall Atrium

**OKTOBERFEST – 09/20/2024 and 09/21/2024**

Request from the Belleville Oktoberfest Committee to hold Oktoberfest, Friday, September 20, 2024, 11:00am to 10:00pm and Saturday, September 21, 2024, 11:00am to 9:00pm. Street closure requests: Thursday, September 19, 2024, West Main Street from Illinois Street to east side of 1st Street; West Main Street from west side of 1<sup>st</sup> Street to east side of 2<sup>nd</sup> Street, 10:00am; first block north, south and east of Public Square and East Main Street from east side of High Street to the west side of Church Street; North and South Jackson to parking lot entrances, 5:00pm. Streets re-open Sunday, September 22, 2024, 3:00am. Car Show street closure: East Main Street from west side of Church Street to east side of Charles Street, including the first block north and south of Church Street to alley/parking lot entrances Saturday, September 21, 2024, 6:00am to 6:00pm. Additional City services: barricades, Personnel, "No Parking" signage, trash toters, chalets, electric and picnic tables. Request for food trucks, up to 50 streetlight pole banners and banners across West Main, East Main, North Illinois

**BELLEVILLE MARATHON/HALF MARATHON - 09/28/2024**

Request from Belleville Running Club & Toolen's Running Start to host the Belleville Main Street Marathon/Half Marathon, Saturday, September 28, 2024, 7:00am to 2:00pm. Street closure request: West Main Street from Illinois Street to crosswalk between 2<sup>nd</sup> & 3<sup>rd</sup> Street, 4:30am to 3:00pm. First Street to be accessible to courthouse employee(s). 3<sup>rd</sup> Street to 17<sup>th</sup> Street, 7:00am to 7:30am; South 95<sup>th</sup> Street from West Main to entrance of Signal Hill Blvd, 7:00am to 9:00am. Additional City services: trash toters, port-a-potties, personnel, picnic tables, electric, "No Parking" signage, "Race in Progress" signage, cones, fire truck with flag and radios

**PRIDEFEST – 10/05/2024**

Request from Metro East Pride to host PrideFest Saturday, October 5, 2024, 12:00pm to 10:00pm. Street closure request: Public Square, quadrants and one block north, south, east, and west; West Main from west side of 1<sup>st</sup> Street to 3<sup>rd</sup> Street, first block of North and South 2<sup>nd</sup> Street, Friday, October 4, 2024 5:00pm to 11:59pm Saturday, October 5, 2024. Additional City services: toters,

electric, Police and Public Works Personnel, “No Parking” signs, Pride flags installed week of PrideFest and month of Pride (June)

**CHILI COOK-OFF – 10/11/2024 and 10/12/2024**

Request from Belleville Chamber of Commerce to hold the Chili Cook-Off, Friday, October 11, 2024 (11:00am to 10:00pm) and Saturday, October 12, 2024, (11:00am to 9:00pm). Street closure requests: Public Square one block north, south, and west; East Main Street from Illinois Street to the west side of Church Street; 5:00pm Thursday, October 10, 2024 until 12:01am Sunday, October 13, 2024. Additional City services: picnic tables, barricades, trash toters, Personnel, “No Parking” signage and electric. Banner across East/West Main Street

**CHILI CHASE 5K AND KIDS PEPPER DASH – 10/12/2024**

Request from Belleville Chamber of Commerce to hold the Chili Chase 5K & Kids Pepper Dash, Saturday, October 12, 2024, 9:00am to 11:00am. Street closure request: North and South Church from alley to alley, East Main Street from Church Street to Charles Street; 7:00am to 11:00am. Additional City services: barricades, “No Parking” signage and Police Personnel

**ART & WINE WALK – 11/09/2024**

Request from Belleville Main Street to change the date of the Art & Wine Walk, Saturday, November 9, 2024, 3:00pm to 7:00pm

**THANKSGIVING 5K TURKEY CHASE – 11/28/2024**

Request from the Belleville Township Ice Hockey Club to hold the Thanksgiving 5k & Turkey Chase, Thursday, November 28, 2024, 8:00am to 10:15am. Street closure request: first block of West Main Street (159 to east side of First Street) and NW quadrant of Public Square; 6:00am to 10:15am; 5K route rolling street closure within city limits. Additional City services: barricades, "No Parking" signage, trash toters, cones, electric and Police Personnel

**CHRISTKINLDMARKT – 11/29/2024 thru 12/23/2024**

Request from BCEO to hold the Belleville Christkindlmarkt, Friday, November 29, 2024 (9:00am to 8:00pm) thru Monday, December 23, 2024; SE and NE quadrants of the Public Square. Thursdays thru Saturdays, 11:00am to 8:00pm, Sundays 11:00am to 6:00pm; Monday, December 23<sup>rd</sup> 11:00am to 5:00pm. Additional City services: chalets, trash toters, picnic tables, Port-a-Potties, water barriers, electric, vendor parking at City Hall and “No Parking” for trolley. Banner across West Main, East Main, and North Illinois

**OLD BELLEVILLE LUMINARY WALK – 12/14/2024**

Request from Gustav Koerner House, Belleville Historical Society, St Clair County Historical Society and Neighbors of Abend/Garfield Streets to host Old Belleville Historical Luminary Walk, Saturday, December 14, 2024, 12:00pm to 9:00pm with Civil War Encampment at Koerner House for 10<sup>th</sup> Anniversary. Street closure request: East Garfield (Mascoutah Avenue to Abend alley), 12:00pm to 10:00pm; Abend (Mascoutah Avenue to Washington School parking lot entrance), 10:00am to 10:00pm. Additional City services: street sweeping, “No Parking” signage and barricades

**TOUCH A TRUCK – 04/20/2024.**

Request from Belleville Police Department to host Touch a Truck, Saturday, April 20, 2024, 11:00am to 3:00pm, Belleville Police Department Parking Lot (720 West Main Street). Additional City services: Personnel and barricades

**MOMENT OF REMEMBRANCE CEREMONY – 09/11/2024**

Request from the September 11<sup>th</sup> Memorial Committee and City of Belleville to host the Moment of Remembrance Ceremony, Wednesday, September 11, 2024, 11:30am to 12:30pm. Additional City services: barricades, chairs, and Personnel.

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

**Aldersperson Eros:** I just have a question, with the emails that we have gotten with some issues, I just kept thinking about, and I couldn't come up with the date or the meeting and frankly, I just didn't have the time to. Didn't we talk about something maybe a year or two ago about how many closures that we were going to allow downtown so as to not have an over amount for the downtown businesses where we are closing those downtown. Did we talk about that?

**Aldersperson Rothweiler:** It wasn't publicly talked about, I had a meeting last year with Metro East Pride. There were some concerns last year about closing East Main down, but they went all the way down East Main last year. The Board promised last year they would go back to West Main, in this year 2024, and that is what they are doing and that is what it is in here, they went back. In order to block the square, I had this discussion with Jenny earlier, they have to stop it at High Street to block the square, there is no relative alternative to that, although, the barricades to that to my understanding can be placed such so that people can get local traffic in there if needed to deliver. The concerns were from last year, were Blanquart's Jewelers and the Lincoln Theatre about that second block, that will not be blocked this year only the first block will be blocked this year.

**Aldersperson Eros:** I am all for it, I mean, there was just, I just kept thinking didn't we talk about something.

**Aldersperson Whitaker:** We did have a conversation as it related to outdoor bands, and it was specifically on High Street there was a request for like seven weekends to close High Street and Ben Franklins.

**Aldersperson Eros:** Is that what it was, okay.

**Aldersperson Whitaker:** Ben Franklin came forward and asked us to limit the times that we have them close later on a Saturday versus being closed all day on a Saturday. I think that was the issue.

**Aldersperson Eros:** Gotcha ya, that is what I was thinking of. I just kept thinking like, didn't we talk about something and does that have, I mean we are wonderful and we do host a lot of festivals and I know it affects those downtown businesses, at what point does it become too much, I guess is my question.

**Mayor Gregory:** Actually, they bring in a lot of economic development, all the events, and you know that.

**Aldersperson Eros:** I would think so too, but I - - -

**Mayor Gregory:** A lot of times you can talk, I remember when Art on the Square first started, every one of the merchants that we talked to before it started, we made a decision not to block off their entry ways. The tents were always away, you could see the entry ways to all of the businesses. That is good for future reference.

**City Clerk Gain-Meyer:** You can pretty much tell the organizations that it is their responsibility, that is why I always have them contact Belleville Main Street. I will send Belleville Main Street a listing every time we take it to Council. It is the organization's responsibility to talk to the businesses to make sure and to work something out if there is a concern.

**Aldersperson Eros:** Thanks for that clarification, I am glad Bryan remembered.

**Aldersperson Whitaker:** I just had a question about something I heard Chris say, so are they having their event on West Main or on the Public Square?

**City Clerk Gain-Meyer:** They have grown so large now, they are going to do the square, they will have the one block north, south, east, west and they will go down West Main to where they used to which was basically right in front of Governor French Academy at the crosswalk, but because of the nature of it, they have it worked out where the first block of East Main we have to have a barricade there, we just can't have traffic driving straight through, it is going to be a double barricade situation just like we had for Illinois American Water, where the local businesses will still be able to have access, they can go down and turn around, kind of provide a semi-circle for them. So, they will have the ability, so that first block they don't really need it, but for safety reasons we have to block it off.

**Aldersperson Whitaker:** I was just looking for the clarification because I heard they were going back to West Main but then I was wondering why we are blocking off the Public Square.

**Aldersperson Rothweiler:** Primary part will be on West Main as I understand it, and also, they are working with the businesses mentioned in the email, my understanding is they are talking to those two businesses to see what they can do to allay their concerns.

**City Clerk Gain Meyer:** The other thing you need to realize too, is because First Street will have to be opened possibly on Saturdays for two-way traffic, because of the court and all the construction. First Street pretty much has been taken out of everybody's plans. A lot of times they will use First Street, South and North First Street, none of that will be available to them this year.

**Aldersperson Rothweiler:** Aldersperson Elmore asked a question about High Street, High Street will be open.

**City Clerk Gain Meyer:** High Street will be open. High Street is open for all events and only closed by Police Personnel based upon safety.

All members voted aye.

Motion carries.

## **PETITIONS**

None.

## **RESOLUTIONS**

Aldersperson Schaefer made a motion second by Aldersperson Eros to read Resolutions 3497, 3498, 3499, 3500, 3501, 3502, 3503, and 3504 by title only.

All members present voted aye.

### **RESOLUTION 3497**

A Resolution of Support for the City of Belleville Program Year 2024 Application for Community Development Block Grant Funding

### **RESOLUTION 3498**

A Resolution of Local Funds Commitment for Preliminary Engineering of the State Street Sidewalk

### **RESOLUTION 3499**

A Resolution Requesting Permission from IDOT to Close Route 159 for the St. Patrick's Day Parade – Saturday, March 16, 2024

### **RESOLUTION 3500**

A Resolution Requesting Permission from IDOT to Close Route 159 for Art on the Square – Thursday, May 16 to Sunday, May 19, 2024

### **RESOLUTION 3501**

A Resolution Requesting Permission from IDOT to Close Route 159 for the Memorial Day Parade – Monday, May 27, 2024

### **RESOLUTION 3502**

A Resolution requesting permission from IDOT to close Route 159 for Oktoberfest, Thursday September 19, 2024 to Sunday September 22, 2024

### **RESOLUTION 3503**

A Resolution Requesting Permission from IDOT to Close Route 159 for Metro East PrideFest – Friday, October 4, 2024 to Saturday, October 5, 2024

### **RESOLUTION 3504**

A Resolution requesting permission from IDOT to close Route 159 for Chili Cook-Off, Thursday, October 10, 2024 to Sunday, October 13, 2024

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

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

Motion carries.

## **ORDINANCES**

Aldersperson Eros made a motion second by Aldersperson Schaefer to read Ordinance 9243, 9244, 9245, 9246 and 9247 by title only.

All members present voted aye.

Motion carries.

### **ORDINANCE 9243-2024**

An Ordinance Amending Title XI (Business Regulations), Chapter 115 (Itinerant Merchants, Mobile Commerce Vendors, Peddlers and Solicitors), Section 1150.02 (License Requirements and Conditions) of the Revised Code of Ordinances of the City of Belleville, as Amended

### **ORDINANCE 9244-2024**

An Ordinance Authorizing Sale/Conversion of Personal Property (Exmark Mower, John Deere Mower, Toro Push Mowers(2), Ryan Sod Cutter, Cub Cadet Mower, 1968 Huber Road Maintainer, 1990 Chevy ¾ Ton Pickup, 1994 Chevy ¾ Ton Pickup, 1995 Chevy 1500 Pickup, 1997 Ford F150 Pickup, 1995 Intl Dump Truck and 1997 Intl Dump Truck from Public Works)

### **ORDINANCE 9245-2024**

A ZONING ORDINANCE IN RE CASE #50-SEP19-Roger Roddy

### **ORDINANCE 9246-2024**

A ZONING ORDINANCE IN RE CASE #65-JAN24-Family Dollar, LLC (DBA: Family Dollar Store 31783)

### **ORDINANCE 9247-2024**

A ZONING ORDINANCE IN RE CASE #66-JAN24-Yaohua Jin

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

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

Motion carries.

## **UNFINISHED BUSINESS**

None.

## **MISCELLANEOUS & NEW BUSINESS**

Aldersperson Rothweiler made a motion second by Aldersperson Elmore to pay the Motor Fuel Claims in the Amount of **\$5,792.24**.

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

Motion carries.

## **EXECUTIVE SESSION**

Aldersperson Eros made a motion second by Aldersperson Schaefer to go into executive session to discuss personnel, litigation, workers' compensation, property acquisition, transfer of property, (5 ILCS 120/2(c))

All members present voted aye.

Motion carries.

EXECUTIVE SESSION BEGAN: 7:47 PM  
REGULAR SESSION RESUMED: 8:25 PM

## **ADJOURNMENT**

Aldersperson Schaefer made a motion second by Aldersperson Eros to adjourn at 8:26 p.m.

All members voted aye.

Motion carries.

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Jennifer Gain Meyer, City Clerk

**CITY OF BELLEVILLE PAYMENT SUMMARY  
COUNCIL MEETING - FEBRUARY 20, 2024**

**GENERAL FUND**

00 - Revenue	\$155,456.50
50 - Administration	\$127,170.11
51 - Police	\$69,625.04
52 - Fire	\$114,205.17
53 - Streets	\$42,765.23
54 - Parks	\$12,143.81
55 - Cemetery	\$3,733.46
56 - Hlth/Sanitation	\$163,413.49
61 - Health & Housing	\$582.85
62 - Economic Dev, Planning & Zoning	\$112.48
82 - Mayor	\$264.60
83 - Finance	\$66.32
84 - Human Resources	\$253.45
87 - Maintenance	\$6,947.63
88 - Engineering	\$171.68
<b>GENERAL FUND TOTAL</b>	<u>\$696,911.82</u>

**SEWER OPERATIONS**

75 - Collections	\$25,427.33
77 - Lines	\$24,730.38
78 - Plant	\$65,486.53
<b>SEWER TOTAL</b>	<u>\$115,644.24</u>

04 - Library	\$30,475.39
07 - Park/Rec	\$7,020.70
12 - General & Community Assistance	\$7,789.83
13 - Motor Fuel Tax Fund	\$32,586.07
19 - ARPA	\$1,547.75
20 - Campus Fund	\$63,042.75
24 - Sewer Const.	\$121,646.07
30 - SSA	\$768.22
38 - TIF 3	\$373,902.10
54 - TIF 12 Sherman St	\$3,061.76
58 - TIF 16 Route 15 West Corridor	\$2,416.61

<b>ALL FUNDS TOTAL</b>	<u><u>\$1,456,813.31</u></u>
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VENDOR #	NAME	DEPT.	AMOUNT
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12 GENERAL & COMMUNITY ASSISTANCE

AM061	AMEREN ILLINOIS	12-00	1,883.73
AT029	AT&T MOBILITY	12-00	71.72
CI031	CITY OF BELLEVILLE	12-00	77.38
CI036	CITY OF BELLEVILLE	12-00	55.00
IL088	ILLINOIS AMERICAN WATER	12-00	320.62
NE015	NEW DIRECTION LLC	12-00	312.00
ST195	STATE REALTY PROPERTY MANAGEMENT	12-00	94.00
UN051	UNITED INSURANCE BROKERAGE FIRM I	12-00	122.25

	**TOTAL		2,936.70
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12 GENERAL & COMMUNITY ASSISTANCE	GRAND TOTAL	2,936.70
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GRAND TOTAL FOR ALL FUNDS:	2,936.70
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TOTAL FOR REGULAR CHECKS:	2,936.70
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VENDOR #	NAME	DEPT.	AMOUNT
01 GENERAL FUND			
	ADMINISTRATION		
CL053	CLEARWAVE FIBER	01-50	3,078.53
SP053	SPECTRUM VOIP	01-50	113.47
	**TOTAL ADMINISTRATION		3,192.00
	POLICE DEPARTMENT		
CL053	CLEARWAVE FIBER	01-51	31.77
	**TOTAL POLICE DEPARTMENT		31.77
	FIRE DEPARTMENT		
CL053	CLEARWAVE FIBER	01-52	100.00
	**TOTAL FIRE DEPARTMENT		100.00
	PARKS DEPARTMENT		
4902	AT & T	01-54	208.81
	**TOTAL PARKS DEPARTMENT		208.81
01 GENERAL FUND		GRAND TOTAL	3,532.58

VENDOR #	NAME	DEPT.	AMOUNT
=====			
04	LIBRARY		
1972	EAST ALTON PUBLIC LIBRARY DISTRICT	04-00	5.00
4729	ILLINOIS LIBRARY ASSOCIATION	04-00	225.00
4902	AT & T	04-00	104.50
5385	INGRAM LIBRARY SERVICES	04-00	8,988.16
6651	PETTY CASH-LIBRARY	04-00	53.98
AD025	ADOBE SYSTEMS INCORPORATED	04-00	596.55
AM063	AMAZON BUSINESS	04-00	163.61
BL046	BLACKSTONE PUBLISHING	04-00	642.96
CE018	CENGAGE LEARNING INC/GALE	04-00	4,082.58
CI037	CINTAS	04-00	185.88
CL053	CLEARWAVE FIBER	04-00	319.20
DE074	DE LAGE LANDEN FINANCIAL SERVICES	04-00	929.30
MI000	MIDWEST TAPE	04-00	860.57
MI078	MIDWEST ELEVATOR CO., INC	04-00	164.88
QU006	QUILL CORPORATION	04-00	15.96
ST238	STRAIGHTUP LEGACY FUND	04-00	137.26
TE026	TECSRV	04-00	2,928.40
TM002	T-MOBILE	04-00	1,464.54
US015	US SIGNAL COMPANY, LLC	04-00	1,850.75
WA089	WATTS COPY SYSTEM, INC	04-00	463.22
ZO006	ZOOBEAN INC	04-00	1,423.54
	**TOTAL		----- 25,605.84
04	LIBRARY	GRAND TOTAL	25,605.84

SYS DATE:02/09/24

CITY OF BELLEVILLE  
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Friday February 9, 2024

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[NCS]

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VENDOR #	NAME	DEPT.	AMOUNT
=====			
07	PLAYGROUND AND RECREATION		
CL053	CLEARWAVE FIBER	07-00	353.77
	**TOTAL		----- 353.77
	07 PLAYGROUND AND RECREATION	GRAND TOTAL	353.77

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VENDOR #	NAME	DEPT.	AMOUNT
=====			
20	CAMPUS FUND		
CL053	CLEARWAVE FIBER	20-00	1,469.00
	**TOTAL		----- 1,469.00
	20 CAMPUS FUND	GRAND TOTAL	1,469.00

VENDOR #	NAME	DEPT.	AMOUNT
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21 SEWER OPERATION & MAINTENANCE

VENDOR #	NAME	DEPT.	AMOUNT
	SEWER PLANT		
4902	AT & T	21-78	305.34
CL053	CLEARWAVE FIBER	21-78	353.77
	**TOTAL SEWER PLANT		659.11

21 SEWER OPERATION & MAINTENANCE GRAND TOTAL 659.11

GRAND TOTAL FOR ALL FUNDS: 31,620.30

TOTAL FOR REGULAR CHECKS: 31,001.65  
TOTAL FOR DIRECT PAY VENDORS: 618.65

VENDOR #	NAME	DEPT.	AMOUNT
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21 SEWER OPERATION & MAINTENANCE

SEWER COLLECTION			
FO058	FORESTER, CARLENE	21-75	37.63
KE084	KEEKER GROUP LLC	21-75	359.77
NO005	NORTHWAY, JERRY	21-75	167.75
ST237	STOCKETT, NICOLE	21-75	136.78
VA048	VANDRIEL, JEAN	21-75	55.77

\*\*TOTAL SEWER COLLECTION 757.70

21 SEWER OPERATION & MAINTENANCE GRAND TOTAL 757.70

GRAND TOTAL FOR ALL FUNDS: 757.70

TOTAL FOR REGULAR CHECKS: 757.70

VENDOR #	NAME	DEPT.	AMOUNT
=====			
01 GENERAL FUND			
BU079	BUSEY BANK	01-00	557.94
HE109	HENKE, ROGER	01-00	70.00
HE110	HELIO SOLAR POWER	01-00	250.00
OF010	O'FALLON HARDWARE, LLC, NP PROPER	01-00	2,059.25
RE097	RED DOOR REALTY GROUP INC	01-00	300.00
SO050	SONOMA CAP RE FUND II, LLC	01-00	2,013.96
UM001	UMB BANK - CORPORATE TRUST	01-00	150,205.35
	**TOTAL		155,456.50
ADMINISTRATION			
1547	THOUVENOT, WADE, & MOERCHEN INC	01-50	13,493.75
3119	COMPUTYPE IT SOLUTIONS	01-50	2,553.60
551	ILLINOIS AMERICAN WATER	01-50	603.02
5987	IL STATE POLICE, DIV OF JUSTICE	S01-50ES	141.25
7185	ILLINOIS COUNTIES RISK MGMT TRUST	01-50	2,368.08
7827	PETTY CASH-TREASURER	01-50	185.00
AT028	AT&T	01-50	3,572.44
CD003	SHRED-IT USA LLC	01-50	243.94
CH030	CHARTER COMMUNICATIONS	01-50	275.10
CO139	CONSTELLATION NEW ENERGY, INC	01-50	8,283.99
HO111	ILLINOIS POWER MARKETING	01-50	74,073.60
LO029	LOCHMUELLER GROUP	01-50	5,564.18
MC118	MCCLATCHY COMPANY LLC	01-50	145.04
OD007	ODP BUSINESS SOLUTIONS, LLC	01-50	148.12
PU014	PURITAN SPRINGS	01-50	27.52
UM001	UMB BANK - CORPORATE TRUST	01-50	12,299.48
	**TOTAL ADMINISTRATION		123,978.11
POLICE DEPARTMENT			
3119	COMPUTYPE IT SOLUTIONS	01-51	755.23
3430	FIRESTONE CAR CENTER	01-51	183.91
3728	DOBBS AUTO CENTERS, INC.	01-51	157.02
4902	AT & T	01-51	105.68
515	HOME-BRITE ACE HARDWARE	01-51	86.93
6122	VERIZON WIRELESS	01-51	1,901.16
657	LEON UNIFORM COMPANY, INC.	01-51	2,102.50
7185	ILLINOIS COUNTIES RISK MGMT TRUST	01-51	52,287.29
7983	RITZHEIMER, RANDY	01-51	1,137.15
AL041	ALL IN SHIPPING	01-51	15.21
AM063	AMAZON BUSINESS	01-51	426.68
AU018	AUFFENBERG FORD, INC	01-51	155.00
BU079	BUSEY BANK	01-51	2,026.25
CH030	CHARTER COMMUNICATIONS	01-51	244.23
CO051	CONTEMPORARY LIFE SAVING TRAINING	01-51	479.80
DA111	DALLAS LIGHTHOUSE FOR THE BLIND	01-51	459.00
ED034	ED MORSE FORD	01-51	659.85
FA002	FASTENAL COMPANY	01-51	14.98
FA026	FACTORY MOTOR PARTS CO	01-51	745.08

VENDOR #	NAME	DEPT.	AMOUNT
=====			
01	GENERAL FUND		
POLICE DEPARTMENT			
GU026	GUARDIAN ALLIANCE TECHNOLOGIES, I01-51		266.00
HE086	HERITAGE-CRYSTAL CLEAN, LLC 01-51		78.30
HU069	HUELS OIL COMPANY 01-51		3,943.56
IL103	ILLINOIS SECRETARY OF STATE 01-51		604.00
MO104	MORTLAND'S SUPERIOR PRODUCTS, INC01-51		202.18
OR001	O'REILLY AUTO PARTS 01-51		238.51
PI027	PIASECKI, DEREK 01-51		250.00
PU014	PURITAN SPRINGS 01-51		29.81
UN027	UNIFIRST CORPORATION 01-51		37.96
**TOTAL POLICE DEPARTMENT			69,593.27
FIRE DEPARTMENT			
1112	WATTS COPY SYSTEM, INC. 01-52		62.00
182	BANNER FIRE EQUIPMENT INC 01-52		16,943.23
3445	DAVE SCHMIDT TRUCK SERVICE 01-52		10,123.38
393	DUTCH HOLLOW JANITORIAL SUPPLIES 01-52		148.23
4902	AT & T 01-52		199.96
657	LEON UNIFORM COMPANY, INC. 01-52		702.70
7185	ILLINOIS COUNTIES RISK MGMT TRUST01-52		55,697.33
726	CLEAN UNIFORM COMPANY 01-52		175.99
7827	PETTY CASH-TREASURER 01-52		185.00
834	QUALITY RENTAL CENTER 01-52		803.10
AM063	AMAZON BUSINESS 01-52		2,703.64
AT028	AT&T 01-52		2,120.68
BE144	BERTCO AUTOMOTIVE, INC 01-52		72.40
BE183	BEST WESTERN 01-52		1,015.65
BF001	B & F CONSTRUCTION CODE SERVICES,01-52		661.29
BL033	BLAIR, ALEX 01-52		1,528.00
CH030	CHARTER COMMUNICATIONS 01-52		449.94
EM013	EMERGENCY LIGHTS SPECIALIST, LLC 01-52		3,245.00
HU069	HUELS OIL COMPANY 01-52		1,315.79
IN053	ILLINOIS CHAPTER IAAI 01-52		85.00
LO010	LOWE'S 01-52		55.08
SE034	SENTINEL EMERGENCY SOLUTIONS 01-52		7,088.30
ST111	STEIGERWALD, PAUL 01-52		23.59
TA038	TARGETSOLUTIONS LEARNING LLC 01-52		7,650.00
TR035	TRACTOR SUPPLY CREDIT PLAN 01-52		199.89
UN038	UNIVERSITY OF ILLINOIS 01-52		850.00
**TOTAL FIRE DEPARTMENT			114,105.17
STREETS			
2245	ILLINOIS DEPT OF EMPLOYMENT SECUR01-53		723.00
2384	HOMETOWN ACE HARDWARE 01-53		10.98
3445	DAVE SCHMIDT TRUCK SERVICE 01-53		3,425.78
402	EGYPTIAN WORKSPACE PARTNERS 01-53		125.92
441	FRIEDERICH AUTO & RADIATOR 01-53		267.37
4902	AT & T 01-53		109.52



VENDOR #	NAME	DEPT.	AMOUNT
=====			
01	GENERAL FUND		
	PARKS DEPARTMENT		
US020	U.S. POSTAL SERVICE (CMRS-FP)	01-54	350.00
	**TOTAL PARKS DEPARTMENT		----- 11,935.00
	CEMETERY DEPARTMENT		
707	MIDWESTERN PROPANE GAS CO	01-55	1,170.58
7185	ILLINOIS COUNTIES RISK MGMT TRUST	01-55	1,894.47
AM063	AMAZON BUSINESS	01-55	9.99
HU069	HUELS OIL COMPANY	01-55	163.76
TR035	TRACTOR SUPPLY CREDIT PLAN	01-55	21.71
UN027	UNIFIRST CORPORATION	01-55	222.95
US020	U.S. POSTAL SERVICE (CMRS-FP)	01-55	250.00
	**TOTAL CEMETERY DEPARTMENT		----- 3,733.46
	HEALTH & SANITATION		
3445	DAVE SCHMIDT TRUCK SERVICE	01-56	22,794.07
4902	AT & T	01-56	208.86
515	HOME-BRITE ACE HARDWARE	01-56	29.99
5205	PASS SECURITY	01-56	552.00
6311	MILAM RECYCLING & DISPOSAL FACILI	01-56	5,013.01
7185	ILLINOIS COUNTIES RISK MGMT TRUST	01-56	30,311.47
7827	PETTY CASH-TREASURER	01-56	193.00
AM063	AMAZON BUSINESS	01-56	433.17
BR017	BROADWAY FORD TRUCK SALES INC	01-56	44,565.00
CO073	COTTONWOOD HILLS RDF	01-56	44,774.73
DE018	DELTA GASES, INC	01-56	4,844.67
HU069	HUELS OIL COMPANY	01-56	6,138.03
MA045	MADD TOWING INC	01-56	450.00
ME075	MENKHAUS, STEPHEN A	01-56	299.98
PO056	POINTE PEST CONTROL -IL, LLC	01-56	98.00
ST043	ST LOUIS COMPOSTING INC	01-56	1,468.80
UN027	UNIFIRST CORPORATION	01-56	838.71
US020	U.S. POSTAL SERVICE (CMRS-FP)	01-56	400.00
	**TOTAL HEALTH & SANITATION		----- 163,413.49
	HEALTH & HOUSING		
402	EGYPTIAN WORKSPACE PARTNERS	01-61	57.42
6837	TOWN & COUNTRY TITLE COMPANY	01-61	50.00
7185	ILLINOIS COUNTIES RISK MGMT TRUST	01-61	284.17
AM063	AMAZON BUSINESS	01-61	0.04
HU069	HUELS OIL COMPANY	01-61	191.30
	**TOTAL HEALTH & HOUSING		----- 582.85
	ECONOMIC DEV, PLANNING & ZONING		
MC118	MCCLATCHY COMPANY LLC	01-62	112.48
	**TOTAL ECONOMIC DEV, PLANNING & ZONING		----- 112.48



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VENDOR #	NAME	DEPT.	AMOUNT
=====			
04	LIBRARY		
551	ILLINOIS AMERICAN WATER	04-00	45.18
7185	ILLINOIS COUNTIES RISK MGMT TRUST	04-00	2,841.70
AT028	AT&T	04-00	986.29
BU094	BUG OUT	04-00	106.11
CH030	CHARTER COMMUNICATIONS	04-00	254.97
CO139	CONSTELLATION NEW ENERGY, INC	04-00	635.30
	**TOTAL		----- 4,869.55
	04 LIBRARY	GRAND TOTAL	4,869.55



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VENDOR #	NAME	DEPT.	AMOUNT
=====			
12	GENERAL & COMMUNITY ASSISTANCE		
BU079	BUSEY BANK	12-00	4,799.53
CD003	SHRED-IT USA LLC	12-00	6.00
CU017	CULLIGAN/SCHAEFER WATER CENTERS	12-00	47.60
	**TOTAL		----- 4,853.13
12	GENERAL & COMMUNITY ASSISTANCE	GRAND TOTAL	4,853.13

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VENDOR #	NAME	DEPT.	AMOUNT
=====			
13	MOTOR FUEL TAX FUND		
CA006	CARGILL SALT	13-00	19,793.06
CH058	CHRIST BROS. PRODUCTS LLC	13-00	5,959.00
EL001	ELECTRICO, INC.	13-00	426.01
LO029	LOCHMUELLER GROUP	13-00	6,408.00
	**TOTAL		32,586.07
			-----
	13 MOTOR FUEL TAX FUND	GRAND TOTAL	32,586.07

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VENDOR #	NAME	DEPT.	AMOUNT
19	ARPA FUND		
1547	THOUVENOT, WADE, & MOERCHEN INC	19-00	1,547.75
	**TOTAL		1,547.75
19	ARPA FUND	GRAND TOTAL	1,547.75

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VENDOR #	NAME	DEPT.	AMOUNT
=====			
20	CAMPUS FUND		
2102	AMEREN ILLINOIS	20-00	22,959.28
296	CHEMSEARCH	20-00	511.68
551	ILLINOIS AMERICAN WATER	20-00	3,379.56
7185	ILLINOIS COUNTIES RISK MGMT TRUST	20-00	28,309.50
850	REJIS COMMISSION	20-00	102.00
JO104	JOHNSON CONTROLS FIRE PROTECTION	20-00	5,370.00
SP055	SPECTRUM ENTERPRISE	20-00	219.98
SU032	SUNBELT RENTALS, INC	20-00	721.75
	**TOTAL		61,573.75
			-----
	20 CAMPUS FUND	GRAND TOTAL	61,573.75

VENDOR #	NAME	DEPT.	AMOUNT
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21 SEWER OPERATION & MAINTENANCE

SEWER COLLECTION

7827	PETTY CASH-TREASURER	21-75	33.78
PA076	PAYMENT SERVICE NETWORK, INC	21-75	293.90
ST013	STOOKEY TOWNSHIP	21-75	24,341.95

\*\*TOTAL SEWER COLLECTION 24,669.63

SEWER LINES

393	DUTCH HOLLOW JANITORIAL SUPPLIES	21-77	775.00
515	HOME-BRITE ACE HARDWARE	21-77	24.10
696	MECKFESSEL TIRE CO.	21-77	566.14
7185	ILLINOIS COUNTIES RISK MGMT TRUST	21-77	6,630.63
CL019	C & L BACKHOE	21-77	13,256.00
DI036	DISCOVERY FIRST AID & SAFETY SERV	21-77	168.33
HU069	HUELS OIL COMPANY	21-77	2,448.00
SI024	EVOQUA WATER TECHNOLOGIES LLC	21-77	600.00
UN027	UNIFIRST CORPORATION	21-77	262.18

\*\*TOTAL SEWER LINES 24,730.38

SEWER PLANT

1191	SMITH, RANDY	21-78	138.00
214	BELLEVILLE SUPPLY COMPANY	21-78	607.07
393	DUTCH HOLLOW JANITORIAL SUPPLIES	21-78	1,155.75
434	FISHER SCIENTIFIC CO.	21-78	348.36
4902	AT & T	21-78	415.54
515	HOME-BRITE ACE HARDWARE	21-78	20.37
5317	GRAINGER, INC.	21-78	637.62
6194	ILLINOIS ELECTRIC WORKS	21-78	2,106.41
7185	ILLINOIS COUNTIES RISK MGMT TRUST	21-78	12,314.04
7591	HD SUPPLY, INC	21-78	3,901.37
AT028	AT&T	21-78	530.17
CD003	SHRED-IT USA LLC	21-78	50.09
CO139	CONSTELLATION NEW ENERGY, INC	21-78	23,928.26
FR044	FRIEDMAN, BRETT	21-78	210.74
HA143	HAWKINS, INC	21-78	3,976.50
HO034	HOME DEPOT CREDIT SERVICES	21-78	816.07
HO111	ILLINOIS POWER MARKETING	21-78	767.52
HU069	HUELS OIL COMPANY	21-78	528.99
NU001	CARSON, MICKEY D	21-78	6,444.00
OR001	O'REILLY AUTO PARTS	21-78	38.27
UN027	UNIFIRST CORPORATION	21-78	94.28
VA001	VANDEVANTER ENGINEERING	21-78	5,798.00

\*\*TOTAL SEWER PLANT 64,827.42

21 SEWER OPERATION & MAINTENANCE GRAND TOTAL 114,227.43

SYS DATE:02/14/24

CITY OF BELLEVILLE  
C L A I M S H E E T  
Tuesday February 20,2024

SYS TIME:16:50  
[NCS]  
PAGE 13

VENDOR #	NAME	DEPT.	AMOUNT
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24 SEWER CONSTRUCTION FUND

1547	THOUVENOT, WADE, & MOERCHEN INC	24-00	4,180.00
GO028	GONZALEZ COMPANIES, LLC	24-00	48,710.07
WI098	WIESE USA	24-00	68,756.00
	**TOTAL		121,646.07

24 SEWER CONSTRUCTION FUND	GRAND TOTAL	121,646.07
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SYS DATE:02/14/24

CITY OF BELLEVILLE  
C L A I M S H E E T  
Tuesday February 20,2024

SYS TIME:16:50

DATE: 02/20/24

[NCS]  
PAGE 14

VENDOR #	NAME	DEPT.	AMOUNT
=====			
30	SPECIAL SERVICE AREA		
7185	ILLINOIS COUNTIES RISK MGMT TRUST	30-00	473.62
CO139	CONSTELLATION NEW ENERGY, INC	30-00	294.60
	**TOTAL		----- 768.22
	30 SPECIAL SERVICE AREA	GRAND TOTAL	768.22

SYS DATE:02/14/24

CITY OF BELLEVILLE  
C L A I M S H E E T  
Tuesday February 20,2024

SYS TIME:16:50  
[NCS]  
PAGE 15

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

486	HANK'S EXCAVATING & LANDSCAPING,	38-00	61,267.95
BA019	BAXMEYER CONSTRUCTION, INC	38-00	30,396.64
BR017	BROADWAY FORD TRUCK SALES INC	38-00	243,949.00
EL001	ELECTRICO, INC.	38-00	280.02
EM013	EMERGENCY LIGHTS SPECIALIST, LLC	38-00	12,166.76
GO028	GONZALEZ COMPANIES, LLC	38-00	1,800.00
LO029	LOCHMUELLER GROUP	38-00	6,541.73
WU010	WUEBBELS PAINTING LLC	38-00	17,500.00

	**TOTAL		373,902.10
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38 TIF 3 (CITY OF BELLEVILLE)	GRAND TOTAL	373,902.10
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SYS DATE:02/14/24

CITY OF BELLEVILLE  
C L A I M S H E E T  
Tuesday February 20, 2024

SYS TIME:16:50

[NCS]

DATE: 02/20/24

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VENDOR #	NAME	DEPT.	AMOUNT
54	TIF 12 (SHERMAN STREET)		
LO029	LOCHMUELLER GROUP	54-00	3,061.76
	**TOTAL		3,061.76
	54 TIF 12 (SHERMAN STREET)	GRAND TOTAL	3,061.76

SYS DATE:02/14/24

CITY OF BELLEVILLE  
C L A I M S H E E T  
Tuesday February 20, 2024

SYS TIME:16:50  
[NCS]  
PAGE 17

VENDOR #	NAME	DEPT.	AMOUNT
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58 TIF 16 (ROUTE 15 WEST CORRIDOR)

GO028	GONZALEZ COMPANIES, LLC	58-00	2,221.25
MC118	MCCLATCHY COMPANY LLC	58-00	195.36
	**TOTAL		2,416.61

58 TIF 16 (ROUTE 15 WEST CORRIDOR) GRAND TOTAL 2,416.61

GRAND TOTAL FOR ALL FUNDS: 1,421,498.61

TOTAL FOR REGULAR CHECKS:	1,356,521.42
TOTAL FOR DIRECT PAY VENDORS:	64,977.19

**PAYROLL BREAKDOWN AS PER G/L DISTRIBUTION REPORT**

**PAYROLL DATE: 2/9/2024**

01 50	ADMINISTRATION	<u>\$13,695.70</u>
01 51	POLICE	<u>\$315,002.76</u>
01 52	FIRE	<u>\$229,082.46</u>
01 53	STREET	<u>\$43,669.25</u>
01 54	PARKS	<u>\$18,014.00</u>
01 55	CEMETERY	<u>\$8,628.60</u>
01 56	SANITATION	<u>\$37,805.98</u>
01 60	LEGAL	<u>\$7,727.17</u>
01 61	HOUSING DEPARTMENT	<u>\$26,020.42</u>
01 62	ECONOMIC DEVELOPMENT & PLANNING	<u>\$9,055.38</u>
01 82	MAYOR	<u>\$6,545.23</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>\$23,237.65</u>
01 88	ENGINEER	<u>\$6,133.11</u>
	<b>TOTAL GENERAL FUND</b>	<b><u>\$769,328.77</u></b>
4	LIBRARY	<u>\$34,475.20</u>
7	RECREATION	<u>\$14,362.26</u>
12	G & C ASSISTANCE	<u>\$4,200.58</u>
20	CAMPUS	<u>\$2,828.54</u>
21 75	SEWER COLLECTIONS	<u>\$6,622.34</u>
21 77	SEWER LINES	<u>\$15,143.71</u>
21 78	SEWER PLANT	<u>\$48,024.59</u>
	<b>TOTAL SEWER DEPARTMENT</b>	<b><u>\$69,790.64</u></b>
	<b>Employers' Portion of FICA (06-00-21500) CR</b>	<b><u>\$36,493.83</u></b>
	<b>*****TOTAL PAYROLL</b>	<b><u>\$931,479.82</u></b>

TO FINANCE COMMITTEE

I AM SEEKING APPROVAL FOR BP ROOFING FOR ROOF REPLACEMENT AT STREET DEPARTMENT. BP IS THE LOWEST BID ( \$22,140). PLEASE NOTE THERE MAY BE EXTRA COST FOR DECKING AND MATERIALS. PLEASES ACCEPT THIS BID.

THANK YOU

MIKE SCHAEFER

MAINTENANCE DIRECTOR

**Project:** Street Department Roof Replacement  
801 Royal Heights Road



Due Date of Bids:	Wednesday, January 17, 2024
Time Bids are Due:	10:00am
Location Bids are Received:	City of Belleville Clerk's Office 101 South Illinois Street Belleville, Illinois 62220

Fees for Contract Documents	
	Picked Up
	Mailed to Contractor
Refund for Contract Documents	

		Base Bid	Pre-Bid Mtg	BROCHURES	PLA
COMPANY	<b>BP ROOFING</b>	22,140.00	x	✓	✓
Address	4678 N STATE ROUTE 157				
City, State, Zip	EDWARDSVILLE IL 62025				
Phone Number	618-978-5791				
Fax Number					
E-Mail	b.pulliam@yahoo.com				
COMPANY	<b>MARTIN ROOFING</b>	23,950.00	x		
Address	6719 ST RT 4				
City, State, Zip	MASCOUTAH IL 62258				
Phone Number	618-537-6101				
Fax Number					
E-Mail	MBRENDEL@MARTINROOF.NET				
COMPANY	<b>ROOFING SERVICES &amp; SOLUTIONS</b>	33,000.00	x		
Address	3810 PAULE AVE				
City, State, Zip	ST LOUIS MO 63125				
Phone Number	214-313-8793				
Fax Number					
E-Mail	LPIETROBURGO@TECTAAMERICA.COM				
COMPANY	<b>KIRBERG</b>	37,760.00	x	✓	
Address	1400 SOUTH THIRD ST				
City, State, Zip	ST LOUIS MO 63104				
Phone Number	314-534-4444				
Fax Number					
E-Mail	JEFF.ANDERSON@KIRBERG.COM				
COMPANY	<b>ST LOUIS ROOFING COMPANY</b>	35,116.00	x		
Address					
City, State, Zip					
Phone Number	636-856-4447				
Fax Number					
E-Mail	NBRAZIL@SAINTLOUISROOFING.COM				
COMPANY	<b>TAYLOR ROOFING</b>	31,462.00	x		
Address	1127 EAST B STREET				
City, State, Zip	BELLEVILLE ILL 62220				
Phone Number	618-580-8707				
Fax Number					
E-Mail	AWARNER@TAYLORROOF.COM				

**Project:** Street Department Roof Replacement  
801 Royal Heights Road



<b>Due Date of Bids:</b>	Wednesday, January 17, 2024
<b>Time Bids are Due:</b>	10:00am
<b>Location Bids are Received:</b>	City of Belleville Clerk's Office 101 South Illinois Street Belleville, Illinois 62220

Fees for Contract Documents	
	Picked Up
	Mailed to Contractor
Refund for Contract Documents	

		Base Bid	Pre-Bid Mtg	BROCHURES	PLA
<b>COMPANY</b>	<b>GEISSLER ROOFING</b>	43,341.70	X	✓	✓
Address	612 SOUTH 3RD ST				
City, State, Zip	BELLEVILLE IL 62220				
Phone Number	618-210-7119				
Fax Number E-Mail	DSANTEL@GEISSLERROOFING.COM				
<b>COMPANY</b>	<b>LAKESIDE ROOFING CO</b>	39,555.00	X	X OKL	
Address	2205 VANDALIA ST				
City, State, Zip	COLLINSVILLE IL 62234				
Phone Number	618-344-2800				
Fax Number E-Mail	PAT@LAKESIDEROOFING.COM				
<b>COMPANY</b>	<b>D7 ROOFING LLC</b>	28,800.00	X	✓	
Address	305 EAST ILLINOIS STREET				
City, State, Zip	NEW BADEN IL 62265				
Phone Number	618-971-5144				
Fax Number E-Mail	TREVOR@KREHERCO.COM				
<b>COMPANY</b>					
Address					
City, State, Zip					
Phone Number					
Fax Number E-Mail					
<b>COMPANY</b>					
Address					
City, State, Zip					
Phone Number					
Fax Number E-Mail					
<b>COMPANY</b>					
Address					
City, State, Zip					
Phone Number					
Fax Number E-Mail					



**FIRE APPARATUS PROPOSAL**

DATE: January 22, 2024

This proposal has been prepared for:

**Belleville Fire Department**

We hereby propose to furnish to you, subject to proper execution of the attached agreement by you and by an officer of this Company, the following apparatus and equipment to be built in accordance with the attached specifications:

UNIT QUANTITY	MODEL	PRICE
1	Demo 2024 heavy duty custom rescue pumper built on a Typhoon chassis, X12 5000 HP cummins engine, Hale 1500 gpm pump and 1000 gallon water tank.	\$756,328.00
1	7 year Maintenance program	\$0.00
Sourcewell Contract #113021-RVG-1 Total Price		\$756,328.00

Immediate delivery available

Company: BANNER FIRE EQUIPMENT, INC.

By: Mike Benker Jr,  
Mike Benker Jr.

Title: Apparatus Sales

# Workplace Solutions Cooperative Acceptance Agreement



Location #: 731

Contract #: \_\_\_\_\_

Customer #: \_\_\_\_\_

Main Corporate Code → 21529 GPO# 211011196 MLA# 211048285

Date: \_\_\_\_\_

Customer/Participating Agency: City of Belleville ("Customer") Phone: 618-233-6810

Address: 512 W Main st City: Belleville State: IL Zip: 62220

## UNIFORM PRODUCT RENTAL PRICING:

ITEM #	DESCRIPTION	STANDARD ITEM	UNIT PRICE	LOSS/DAMAGE REPLACE. VALUE
23270	Cargo Pant	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	.41	
378	Cacharrt Jacket	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	1.00	
65418	Hi Vis Class III Shirt	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	.52	
<del>69620</del>	Hi Vis T-shirt	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	.27	
22935	Cora Woven Shirt	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	.257	
23273	Workshirt	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	.257	

Space for additional entries provided on page 5

This Workplace Solutions Cooperative Acceptance Agreement (this "Acceptance Agreement") is effective as of the date of execution for a term of 60 months from the date of installation or renewal (the "Term").			
Standard Name Emblem	\$ .50 ea	Standard Agency Emblem	\$ .50 ea
Custom Agency Emblem	\$ .50 ea	Embroidery	\$ N/A ea
Uniform Advantage	Item: .08		\$ ea per week
Premium Uniform Advantage	Item: N/A		\$ ea per week
Emblem Advantage	Item: N/A		\$ ea per week
Prep Advantage	Item: N/A		\$ ea per week
Minimum Charge	\$35 per delivery or 50% of initial invoice (the greater of the two).		
Make-up Charge	\$ 1.00 per garment		
Non-Standard/Special Cut Garment (i.e., non-standard, non-stocked unusually small or large sizes, unusually short or long sleeve or length, etc.) premium			\$ N/A per garment
Seasonal Sleeve Change	\$ N/A per garment		
Under no circumstances will Cintas accept textiles bearing free liquid. Shop towels may not be used to clean up oil or solvent spills.			
Artwork Charge for Logo Mat	\$ N/A		
Payment Terms: Net 30			
Size Change	Customer agrees to have employees measured by a Cintas representative using garment "size samples" or Cintas TruFit. A charge of \$ per garment will be assessed for employee's size changed within 4 weeks of installation.		
Other	NO Make-up/Emblem For The 1st 12 months		

## WORKPLACE SERVICES PRODUCTS PRICING:

ITEM #	DESCRIPTION	RENTAL FREQ.	INVENTORY	UNIT PRICE
2477	3X5 Scaper MAT	W	1	3.50
10189	3X5 XTRACTION MAT	W	1	5.50
10192	4X6 XTRACTION MAT	W	1	6.20
10202	3X10 XTRACTION MAT	W	1	7.45
9304	Disposable PAPER CRT	W	1	5.00

Space for additional entries provided on page 5

Automatic Lost Replacement Charge	Item:	% of inventory	\$	ea
Automatic Lost Replacement Charge	Item:	% of inventory	\$	ea

	CHECKBOX	INITIALS	DATE
Initial and check box if Unilease. All Garments will be cleaned by customer.	<input type="checkbox"/>		
Initial and check box if receiving Linen Service. Company will take periodic physical inventories of items in possession or under control.	<input type="checkbox"/>		
Initial and check box if receiving direct embroidery. If service is discontinued for any employee or Customer deletes any of the garments direct embroidery for any reason, or terminates this Acceptance Agreement for any reason or fails to renew this Acceptance Agreement, Customer will purchase all direct embroidered garments at the time they are removed from service at the then current replacement values. (See Section 6 of Cintas General Service Terms Section).	<input type="checkbox"/>		

Cintas Representative Initials: \_\_\_\_\_ Customer Initials: \_\_\_\_\_

**PLEASE READ THESE TERMS CAREFULLY. BY SIGNING THIS ACCEPTANCE AGREEMENT, YOU ACKNOWLEDGE THAT YOU HAVE READ, AND THAT YOU UNDERSTAND AND AGREE TO BE BOUND BY, THESE TERMS.**

## **OMNIA PARTICIPATING PUBLIC AGENCIES TERMS**

1. **Participating Public Agencies.** Cintas Corporation No. 2 ("Cintas") agrees to extend the same terms, conditions, and covenants agreed to under the OMNIA Vendor Agreement executed between Cintas and University of Nebraska (the "Master Agreement") to other government agencies ("Participating Public Agencies") that, in their discretion, desire to access the Master Agreement in accordance with all terms and conditions contained herein or attached hereto. Each Participating Public Agency will be exclusively responsible and deal directly with Cintas on matters relating to length of agreement, ordering, delivery, inspection, acceptance, invoicing, and payment for products and services in accordance with the terms and conditions of the Master Agreement. By executing this Acceptance Agreement, the Customer identified on Page 1 herein agrees to be bound by the terms and conditions set forth in the Master Agreement as a Participating Public Agency and the terms and conditions set forth in this Acceptance Agreement. Master Agreement available at <https://www.omniapartners.com/publicsector>.
2. **Dispute Resolution – Arbitration and Class Waiver.** This provision shall take precedence over and supersede any contrary or conflicting provision in the Master Agreement.
  - a. **Arbitration Notice.** Customer agrees to the maximum extent permitted by law that any dispute, controversy, or claim arising out of or relating to this Acceptance Agreement (including its enforcement, performance, breach, arbitrability, or interpretation) or to the products or services provided hereunder will be submitted to and resolved by final and binding individual arbitration. ARBITRATION MEANS THAT AN ARBITRATOR, AND NOT A JUDGE OR A JURY, WILL DECIDE THE DISPUTE, CONTROVERSY, OR CLAIM. BY ACCEPTING THESE TERMS, YOU AND CINTAS ARE EACH EXPRESSLY WAIVING THE RIGHT TO A TRIAL BY JURY AND TO PURSUE OR PARTICIPATE IN ANY CLASS ACTION, COLLECTIVE ACTION, OR REPRESENTATIVE CLAIMS OR PROCEEDINGS EITHER IN ARBITRATION OR IN ANY COURT. To the extent a class or collective action or representative claim or proceeding may not be waived, you agree to stay any such actions, claims, and proceedings until after all actions, claims, and proceedings subject to arbitration are fully resolved.
  - b. **Arbitration Procedures.** Any arbitration between Customer and Cintas will be governed by the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Acceptance Agreement, and will be administered by the AAA. The AAA Rules and filing forms are available online at [www.adr.org](http://www.adr.org), by calling the AAA at 1-800-778-7879, or by contacting Cintas. Any arbitration hearings will take place in the state in which Customer is located; provided, however, that if the claim is for \$10,000 or less, Customer may choose for the arbitration instead to be conducted: (i) solely on the basis of documents submitted to the arbitrator; or (ii) through a telephonic hearing. The arbitrator must issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based.
  - c. **Fees.** Arbitration fees will be assessed consistent with the AAA Rules.
  - d. **No Class Actions in Arbitration or in Any Court, No Jury Trial.** CUSTOMER AND CINTAS AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN THEIR INDIVIDUAL CAPACITIES AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING, WHETHER IN ARBITRATION OR IN ANY COURT. FURTHER, UNLESS BOTH CUSTOMER AND CINTAS AGREE OTHERWISE, AN ARBITRATOR OR JUDGE MAY NOT CONSOLIDATE MORE THAN ONE PARTICIPATING PUBLIC AGENCY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING.  
FOR THE AVOIDANCE OF DOUBT, CUSTOMER AND CINTAS AGREE TO RESOLVE ANY DISPUTE ON AN INDIVIDUAL, NON-REPRESENTATIVE, NON-CLASS BASIS IN ARBITRATION, BUT IF FOR ANY REASON SUCH DISPUTE PROCEEDS IN COURT, CUSTOMER AND CINTAS AGREE TO WAIVE ANY RIGHT TO HAVE THE DISPUTE PROCEED AS A CLASS ACTION OR IN ANY REPRESENTATIVE CAPACITY WHATSOEVER. IF THE DISPUTE PROCEEDS IN COURT, CUSTOMER AND CINTAS AGREE TO WAIVE ANY RIGHT TO A TRIAL BY JURY.
  - e. **Enforceability.** If the requirement to submit any and all disputes, controversies, and claims to binding arbitration is found to be unenforceable or contrary to applicable law, the dispute, controversy or claim will be resolved in accordance with, and governed by, the laws of the State in which the Participating Public Agency exists.
  - f. **Severability.** If any section or provision of this ¶ 2, Dispute Resolution – Arbitration and Class Waiver, is found to be unenforceable or invalid, the parties will substitute an enforceable provision that, to the maximum extent possible under applicable law, preserves the original intentions of the parties, and the remainder will be given full force and effect.
3. **Dispute Resolution – Timing of invoice challenges:** Requests for an invoice adjustment or challenges to invoice amounts must be received by Cintas within 60 days of Customer's receipt of the contested invoice, or any billing dispute is waived. Notification to Cintas of a request for an invoice adjustment must be made in writing and must include the invoice number, disputed amount, and the reason for the disputed charge.
4. In the event of any conflict between this Acceptance Agreement and the Master Agreement, the Master Agreement shall prevail, except to the extent this Acceptance Agreement specifically provides that it supersedes a provision in the Master Agreement.

## **CINTAS GENERAL SERVICE TERMS SECTION**

1. Prices Customer agrees to rent from Cintas, and Cintas agrees to provide to Customer, the merchandise, inventory and services at the prices listed in the Master Agreement and / or outlined above. There will be a minimum charge of thirty-five dollars (\$35.00) or 50% of initial invoice (whichever is greater) per delivery for each Customer location required to purchase its rental services from Cintas as set forth in this Acceptance Agreement.
2. **Buyback of Non-Standard Garments** Customer has ordered from Company a garment rental service requiring garments that may not be standard to Company's normal rental product line or include direct embroidery or an unusual emblem placement. Non-standard items will also include standard garments that have been embroidered. Those non-standard products will be designated as such under Garment Description in the Uniform Product Rental Pricing Chart(s). In the event the Customer deletes a non-standard product, alters the design of the non-standard product, fails to renew the Agreement, or terminates the Agreement in whole or in part for any reason, the Customer agrees to buy back all remaining non-standard products allocated to Customer that the Company has in service and out of service at the then current Loss/Damage Replacement Values.
3. **Garments' Lack of Flame Retardant or Acid Resistant Features** Unless specified otherwise in writing by Cintas, the garments supplied under this Acceptance Agreement are not flame retardant or acid resistant and contain no special flame retardant or acid resistant features. They are not designed for use in areas of flammability risk or where contact with hazardous materials is possible. Flame resistant and acid resistant garments are available from Cintas upon request. Customer warrants that none of the employees for whom garments are supplied pursuant to this Acceptance Agreement require flame retardant or acid resistant clothing.
4. **Logo Mats** In the event that Customer decides to delete any mat bearing the Customer's logo (Logo Mat) from the rental program, changes the design of the Logo Mats, terminates this Acceptance Agreement for any reason or fails to renew this Acceptance Agreement, the Customer will purchase at the time of deletion, design change or termination, all remaining Logo mats that Cintas has in service and out of service held in inventory at the then current Loss/Damage Replacement Value.
5. **Adding Employees** Additional employees and merchandise may be added to this Acceptance Agreement at any time upon written or oral request by the Customer to Cintas. Any such additional employees or merchandise shall automatically become a part of and subject to the terms of this Acceptance Agreement. If such employees are employed at a Customer location that is then participating under this Acceptance Agreement, the Customer shall pay Cintas the one-time preparation fee indicated on the Master Agreement and / or outlined above. Customer shall not pay Cintas any one-time preparation fee for garments for employees included in the initial installation of a Customer location. There will be a one-time charge for name and/or company emblems when employees are added to the program in garments requiring emblems.
6. **Emblem Guarantee** If Customer has requested that Cintas supply emblems designed exclusively for Customer featuring Customer's logo or other specific identification (hereinafter "Customer Emblems"), Cintas will maintain a sufficient quantity of Customer Emblems in inventory to provide for Customer's needs and maintain a low cost per emblem through quantity purchases.  
In the event Customer decides to discontinue the use of Customer Emblems, changes the design of the Customer Emblems, terminates this Acceptance Agreement for any reason or fails to renew this Acceptance Agreement, the Customer will purchase at the time of deletion, design change, termination or expiration, all remaining Customer Emblems that Cintas allocated to Customer at the price indicated on the Master Agreement and / or outlined above of this Acceptance Agreement. In no event shall the number of Customer Emblems allocated to Customer exceed the greater of (a) twelve (12) months' volume for each unique Customer Emblem or (b) a quantity agreed to by Cintas and Customer and noted on the Master Agreement and / or outlined above.
7. **Terminating Employees** Subject to the provisions of this Acceptance Agreement, the weekly rental charge attributable to any individual leaving the employ of the Customer, or on a temporary leave of absence of three (3) weeks or more, shall be terminated upon oral or written notice by the Customer to Cintas but only after all garments issued to that individual, or value of same at the then current Loss/Damage Replacement Values, are returned to Cintas.
8. **Replacement** In the event any merchandise is lost, stolen or is not returned to Cintas, or is destroyed or damaged by fire, welding damage, acid, paint, ink, chemicals, neglect or otherwise, the Customer agrees to pay for said merchandise at the then current Loss/Damage Replacement Values.
9. **Additional Customer Locations.** Notwithstanding anything to the contrary contained herein, there will be a minimum term equal to the greater of thirty-six (36) months or the remainder of the Term for any individual Customer location added after the date of this Acceptance Agreement.

Cintas Representative Initials: \_\_\_\_\_ Customer Initials: \_\_\_\_\_

10. Additional Items: Additional Customer employees, products and services may be added to this Acceptance Agreement and shall automatically become a part of and subject to the terms hereof and all of its provisions. If this Acceptance Agreement is terminated early for convenience, the parties agree that the damages sustained by Cintas will be substantial and difficult to ascertain. Therefore, if this Acceptance Agreement is terminated by Customer prior to the applicable expiration date for any reason other than documented quality of service reasons which are not cured, or terminated by Cintas for non-payment by Customer at any time Customer will pay to Cintas, as termination charges and not as a penalty based upon the following schedule:
- If this Acceptance Agreement is cancelled for convenience in the first twelve months of the term, Customer shall pay as termination charges equal to 52 weeks of rental service.
  - If this Acceptance Agreement is cancelled for convenience in months thirteen (13) through twenty-four (24) of the term, Customer shall pay as termination charges equal to thirty-nine (39) weeks of rental service.
  - If this Acceptance Agreement is cancelled for convenience in months twenty-five (25) through thirty-six (36) of the term, Customer shall pay as termination charges equal to twenty-six (26) weeks of rental service.
  - If this Acceptance Agreement is cancelled for convenience after forty-eight (48) months of service, Customer shall pay as termination charges of thirteen (13) weeks of rental service.
  - Customer shall also be responsible to return all of the merchandise allocated to such Customer locations terminating this Acceptance Agreement at the then current Loss/Damage Replacement Values and for any unpaid charges on Customer's account prior to termination.
11. Federal Funds. In no event will Cintas act as a subcontractor under a U.S. federal prime contractor or a subrecipient under a U.S. federal grant or cooperative agreement.
12. Customer Funding Source. Customer must select the appropriate response below:  
Is Customer a United States federal government agency or instrumentality, or will Customer pay for the goods and services ordered under this Acceptance Agreement with any United States government funds?  
 Yes  No  
(If Yes, Customer must provide any applicable U.S. government flowdown terms and conditions, which will only be binding on Cintas if attached hereto and agreed to by Cintas prior to execution of this Acceptance Agreement).
13. Additional Terms. Customer must select the appropriate response below:  
Does Customer require any additional terms and conditions to be incorporated into this Acceptance Agreement, or is Customer accepting this Acceptance Agreement without additional terms?  
 Yes, additional terms required  No additional terms needed  
(If yes, Customer must provide any applicable additional terms and conditions, which will only be binding on Cintas if attached hereto and agreed to by Cintas prior to execution of this Acceptance Agreement).
14. I authorize Cintas to verify my credit on Credit.net and/or by contacting the parties provided. I am authorized to sign on behalf of this company. In addition, I authorize Cintas to open a new account on behalf of the company and deliver the products or services listed above at the agreed upon pricing and delivery terms.

Cintas Location #:	Customer Signature:
By:	Print Name:
Title:	Print Title:
Accepted-GM:	Email:
Cintas Matrix Account <input type="checkbox"/> Yes <input type="checkbox"/> No	Customer Contact:
Cintas MAM Partners:	Customer Contact Email:

Cintas Representative Initials: \_\_\_\_\_ Customer Initials: \_\_\_\_\_

# Accounts Payable Contact Billing Information



How should the Business Name read on the invoice? \_\_\_\_\_

Do you have other sites/locations within your company that are set up for billing with Cintas?  YES  NO  UNSURE

Are you Tax Exempt?  YES  NO If Yes, where can I get a copy of your tax-exempt form? \_\_\_\_\_

**PAYER INFORMATION:** This section covers the address where the person who pays the bills is and their contact information.

Account Payable Contact Name: \_\_\_\_\_

Account Payable Contact Phone #: \_\_\_\_\_

Account Payable Email: \_\_\_\_\_

Payer Street Address: \_\_\_\_\_

City: \_\_\_\_\_ ST/PROV: \_\_\_\_\_ ZIP/PC: \_\_\_\_\_

We will use the Payer address above as the address that is used for credit reference/credit check if it is different from service address.

**BILL-TO INFORMATION:** This section covers where the bill will be mailed/sent to.

Same as Payer OR  Same as Sold-To

Bill-To Street Address: \_\_\_\_\_

City: \_\_\_\_\_ ST/PROV: \_\_\_\_\_ ZIP/PC: \_\_\_\_\_

## WE CAN CUSTOMIZE HOW YOU RECEIVE YOUR BILL FOR PAYMENT PROCESSING

Invoice Delivery (choose one):  Leave at Site and Email  Email Only  Physically Mail  Leave at site after service

Do invoices require a purchase order?  YES  NO If yes, please provide PO# \_\_\_\_\_

Will the same PO need to appear on each invoice?  YES  NO Is there an expiration date? \_\_\_\_\_

**PAYMENT TERMS:** Net 30 Standard

## PAYMENT OPTIONS

Check

ACH/EFT - We will have our ACH/EFT team contact the AP contact above with ACH/EFT payment details

Credit Card - We will have our Payment Center contact the AP Contact above for credit card details

Unless noted below, your AP contact above will be automatically registered to manage your Cintas account online with myCintas Billing. myCintas allows you to conveniently access your account anytime using your computer, tablet, or mobile device!

Do not send information about Online Bill Pay (US Only)

Cintas Representative Initials: \_\_\_\_\_ Customer Initials: \_\_\_\_\_



**LOCATION LISTING**

Cintas Representative Initials: \_\_\_\_\_ Customer Initials: \_\_\_\_\_

# CITY OF BELLEVILLE, ILLINOIS

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



**DATE:** February 5, 2024  
**TO:** All City of Belleville Elected Officials  
**FROM:** Jamie Maitret, Finance Director *JM*  
**RE:** Proposed Increase in Residential Refuse (Trash) Fees

All City fees are reviewed on an on-going basis, to make sure that the City is covering all associated costs. This is done in even more detail during the budget process from December – April each year. Due to significant increases in our recycling expenses, increased landfill fees, annual increases in labor costs (including expense to get employees trained for CDL), increases in property & liability insurance, significant increased costs of Sanitation trucks, and increased interest expense associated with financing these trucks, our fees are no longer covering our costs. **I am therefore recommending that the City Council approve increasing our residential refuse rates from \$20 per month (regular rate) and \$15 per month (senior rate) to \$22 per month (regular rate) and \$17 per month (senior rate), effective 5/1/2024. This would be a \$2 per month increase, or \$24 total annually. Furthermore, I am also proposing that the City Council approve now an increase of \$0.25 per month effective 5/1/2025, \$0.25 per month effective 5/1/2026, and \$0.25 per month effective 5/1/2027.** These planned increases should allow us to keep up with increasing costs over those years.

Our services would still include trash, recycling, and yard waste pickup. It should also be noted that the City of Belleville has not raised residential refuse rates since 2017.

We have done a survey among surrounding communities to see what their residents are being charged for the same services. No other City around us provides the service, but many negotiate a residential rate with a private company to provide the services. Even if this \$2 per month initial increase is approved, the City of Belleville will still be the lowest of all polled for trash, recycling, and yard waste services.

I appreciate your consideration of this recommendation. As always, if you have any questions or would like to discuss further, please feel free to contact my office.

<b>Sanitation Service Comparison</b>			
	Resident rate/mo	Senior rate	Notes
Collinsville	35.03	N/A	Bi-weekly recycling
Swansea	29.80	28.07	Bi-weekly recycling
Shiloh	29.35	24.95	Bi-weekly recycling
Fairview Heights	27.00	23.00	Bi-weekly recycling
Granite City	26.00	25.48	Bi-weekly recycling, no yard waste
O'Fallon	23.52	20.00	Bi-weekly recycling, no yard waste
Belleville	20.00	15.00	Trash, recycle, yard waste weekly

### Sanitation Department Budget

G/L Account	Title	Type	Current Fiscal Year to Date (through 2/4/24)		Budgeted in FY 4/30/24		Current Year Projected		Proposed New Budget FYE 4/30/25	
			Revenue	Expense	Revenue	Expense	Revenue	Expense	Revenue	Expense
<b>Revenues:</b>										
01-00-36800	TRASH DISPOSAL CHARGES	Revenue	2,286,641.51		3,500,000.00		3,425,000.00		3,500,000.00	
01-00-36810	TRASH TOTES	Revenue	6,595.00		20,000.00		11,000.00		15,000.00	
01-00-38460	REIMB. HEALTH & SANITATION	Revenue	5,129.23		5,500.00		6,000.00		6,000.00	
	<b>Total Revenues</b>		<b>2,298,365.74</b>		<b>3,525,500.00</b>		<b>3,442,000.00</b>		<b>3,521,000.00</b>	
01-56-42100	SALARIES - REGULAR	Expense	738,912.83		1,017,800.00		981,000.00		1,065,300.00	
01-56-42150	SANITATION SICK-PAY	Expense	0.00		0.00		0.00		0.00	
01-56-42200	SALARIES - PART TIME	Expense	0.00		0.00		0.00		0.00	
01-56-42300	SALARIES - OVERTIME	Expense	67,260.26		83,000.00		83,000.00		86,000.00	
01-56-45100	HOSPITAL INSURANCE	Expense	149,728.25		180,500.00		174,705.00		204,050.00	
01-56-45300	UNEMPLOYMENT INSURANCE	Expense	1,630.00		5,000.00		1,630.00		3,000.00	
01-56-47100	CLOTHING ALLOWANCE	Expense	100.00		100.00		100.00		100.00	
01-56-51100	MAINTENANCE SERVICE - BUILDING	Expense	1,110.00		2,000.00		2,000.00		2,000.00	
01-56-51200	MAINTENANCE SERVICE - EQUIPMENT	Expense	1,087.50		0.00		1,088.00		0.00	
01-56-51300	MAINTENANCE SERVICE - VEHICLES	Expense	279,159.40		250,000.00		310,000.00		310,000.00	
01-56-53700	DATA PROCESSING SERVICE	Expense	0.00		0.00		0.00		0.00	
01-56-54900	OTHER PROFESSIONAL SERVICES	Expense	119,999.91		120,000.00		125,000.00		160,000.00	
01-56-55100	POSTAGE	Expense	250.00		850.00		850.00		850.00	
01-56-55200	TELEPHONE	Expense	5,608.36		12,500.00		6,000.00		14,000.00	
01-56-55400	PRINTING	Expense	0.00		0.00		0.00		0.00	
01-56-56100	DUES	Expense	0.00		0.00		0.00		0.00	
01-56-56200	TRAVEL EXPENSE	Expense	0.00		0.00		0.00		0.00	
01-56-56300	TRAINING	Expense	20,780.00		1,000.00		20,780.00		5,500.00	
01-56-56500	PUBLICATIONS	Expense	0.00		0.00		0.00		0.00	
01-56-57400	LANDFILL FEES	Expense	612,095.07		835,000.00		805,000.00		825,000.00	
01-56-57900	FEES & PERMITS	Expense	6,739.00		8,000.00		7,500.00		8,000.00	
01-56-59400	RISK MANAGEMENT	Expense	114,525.26		188,800.00		205,460.00		226,880.00	
01-56-61300	MAINTENANCE SUPPLIES - VEHICLE	Expense	71,911.19		75,000.00		80,000.00		82,000.00	
01-56-61700	MAINTENANCE SUPPLIES - GROUNDS	Expense	0.00		0.00		0.00		0.00	
01-56-62900	MAINTENANCE SUPPLIES - OTHER	Expense	0.00		0.00		0.00		0.00	
01-56-65100	OFFICE SUPPLIES	Expense	348.86		600.00		600.00		700.00	
01-56-65200	OPERATING SUPPLIES	Expense	25,035.99		25,000.00		26,000.00		27,000.00	
01-56-65500	AUTOMOTIVE FUEL/OIL	Expense	154,797.81		260,000.00		200,000.00		230,000.00	
01-56-71000	PRINCIPAL INTEREST	Expense	242,154.67		338,500.00		288,520.00		485,000.00	
01-56-81000	LAND	Expense	6,874.33		15,000.00		9,926.00		35,000.00	
01-56-82000	BUILDINGS	Expense	0.00		0.00		0.00		0.00	
01-56-83000	EQUIPMENT	Expense	46,757.56		85,000.00		85,000.00		85,000.00	
01-56-84000	VEHICLES	Expense	0.00		50,000.00		50,000.00		0.00	
01-56-89000	OTHER IMPROVEMENTS	Expense	0.00		0.00		0.00		0.00	
01-56-92900	MISCELLANEOUS EXPENSE	Expense	0.00		0.00		0.00		0.00	
	<b>Total Expenses</b>		<b>2,666,866.25</b>		<b>3,553,650.00</b>		<b>3,464,159.00</b>		<b>3,855,380.00</b>	
	<b>Net Income/(Deficit)</b>		<b>(368,500.51)</b>		<b>(28,150.00)</b>		<b>(22,159.00)</b>		<b>(334,380.00)</b>	
	<b>Estimated Collections on Proposed \$2. per month increase</b>								<b>340,000.00</b>	



## MH9450 Digital Duplicator

- Print 2 colors in 1 pass.
- 2 Drums included.  
Black standard and 1 color drums.
- Print Controller & Network Card Included

Scanning Resolution: 600 dpi × 600 dpi  
 Printing Image Resolution: 600 dpi × 600 dpi  
 Minimum size  
 – Dual-Color Print: 7 5/32" × 10 1/8" (182 mm × 257 mm)  
 – Mono-Color Print: (with Print Cylinder 1) 3 15/16" × 5 13/16" (100 mm × 148 mm)  
 – Mono-Color Print: (with Print Cylinder 2) 7 5/32" × 10 1/8" (182 mm × 257 mm)  
 Maximum size: 12 19/32" × 17" (320 mm × 432 mm) \*

<b><u>Purchase Price</u></b>	\$23,921.00										
<b><u>Maintenance Program</u></b>	<p style="text-align: center;">\$780/Year</p> <p style="text-align: center;">Full Maintenance – Includes all labor, travel expenses, drums and parts. <u>Excludes</u> inks, masters, and paper. Riso Maintenance is billed and metered annually. Included in lease</p> <table border="1" data-bbox="451 1381 1167 1444" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Number of Impressions Per Year</th> <th style="text-align: left;">Each additional impression</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">Up to 200,000</td> <td style="text-align: center;">\$0.0039</td> </tr> </tbody> </table>			Number of Impressions Per Year	Each additional impression	Up to 200,000	\$0.0039				
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Up to 200,000	\$0.0039										
<b><u>Supplies</u></b>	<table border="1" data-bbox="451 1587 1523 1717" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Ink (2 Tubes Per Box)</th> <th style="text-align: center;">Black \$93.90</th> <th style="text-align: center;">Standard Colors \$81.00</th> <th style="text-align: center;">Special Edition Colors \$100.00</th> </tr> </thead> <tbody> <tr> <td colspan="2" style="text-align: center;">Masters (2 Rolls Per Box)</td> <td colspan="2" style="text-align: center;">\$185.00</td> </tr> </tbody> </table> <p style="text-align: center;">Bulk Supply Agreements Available For Discounts On Supplies. See Your Rep For Details.</p>			Ink (2 Tubes Per Box)	Black \$93.90	Standard Colors \$81.00	Special Edition Colors \$100.00	Masters (2 Rolls Per Box)		\$185.00	
Ink (2 Tubes Per Box)	Black \$93.90	Standard Colors \$81.00	Special Edition Colors \$100.00								
Masters (2 Rolls Per Box)		\$185.00									

\*Free delivery of equipment. \*Equipment will be connected to network at no charge. Print Drivers Installed and Tested \*Training on equipment will be free and ongoing.

## FACILITY USE AGREEMENT

This Facility Use Agreement is entered into by and between the City of Belleville, Illinois (“City”) and Rowdies Rugby Club, a division of the United States of America Rugby Football Union (“Club”).

### RECITALS

**WHEREAS**, the City is an Illinois municipal corporation that owns fields at its Jaycees Park located at 750 West H Street, Belleville, Illinois as depicted on Exhibit A attached hereto and incorporated herein (“Property”); and periodically, the Club will reserve the soccer field at its Laderman Park located at 1105 Mascoutah Avenue, Belleville, Illinois for field and light usage.

**WHEREAS**, the Club is an Illinois non-profit corporation that operates an adult rugby program in Belleville, St. Clair County, Illinois;

**WHEREAS**, the City and the Club desire to memorialize an agreement for the Club’s nonexclusive use of the fields on the City’s Property for adult rugby practice and games.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises contained herein and for other good and valuable consideration, the parties agree as follows:

1. **Use.** The City shall permit the Club to use the fields on the Property solely for purposes of adult rugby practices and games, with the timing and nature of such use as described in Exhibit B, attached hereto and incorporated herein; provided, however, that the City’s Director of Recreation Department shall maintain the sole discretion to deem such fields to be unsafe due to weather and/or other conditions, and may suspend such use as necessary in order to rectify such condition(s). Otherwise, the City may utilize the Property for regular City operations at any and all times that the Property is not reserved for the Club pursuant to Exhibit B. The Club shall comply will all applicable laws, ordinances, rules, regulations and policies. The Club shall comply to parking regulations. The Club shall further provide adequate supervision of the Property to ensure proper care and use of same. The Club shall not erect any buildings or structures, whether permanent or temporary, on the Property, including but not limited to stadiums, shelters or sheds, and shall not remove, cut or destroy any trees or shrubs, without the prior written consent of the City's Director of the Recreation Department throughout the year.

2. **Consideration.** Upon execution of this Agreement, the Club shall pay the City the sum of five Hundred Dollars (\$500.00) annually, payable on October 1st of each year of the term of this Agreement, payable upon execution of this Agreement. In addition, the Club agrees to volunteer at Parks and Recreation Department special events.

3. **Term.** The term of this Agreement shall be for four (5) years from October 1, 2020 to September 30, 2025, unless terminated sooner as provided herein. Either party may terminate this Agreement with or without cause upon thirty (30) days written notice to the other party. Such “cause” is a breach of this Agreement that is not cured within seven (7) days written notice thereof from the other party. Furthermore, this Agreement may be renewed for successive two (2) year terms by mutual written agreement of the City and the Club.

4. **Indemnification and Hold Harmless.** Each party shall indemnify and hold harmless the other party from any claim or cause of action resulting from the act or omission of the indemnifying party, its agents and/or employees, concerning the use of the Premises under this Agreement. Both parties specifically represent that this agreement for indemnity does not waive any statutory immunity to which the City may be entitled by law, nor does it create any rights of action in any third party. The Club shall further pay for any damages to City facilities and/or equipment arising out of its use of the Property, whether such damage was accidental or deliberate. The cost of such damages will be based on the repair or replacement cost, the choice of which is at the discretion of the City Council.

5. **Insurance.** The Club shall maintain commercial general liability insurance coverage with limits of at least One Million Dollars (\$1,000,000), against personal injury/death and/or property damage/loss, naming the City as an additional insured, and proof/verification of same shall be submitted in writing to the City within thirty (30) days of the execution of this Agreement. Such insurance coverage shall be primary, non-contributory and include a waiver of subrogation in favor of the City. The Club shall further maintain worker's compensation coverage as required by law.

6. **Strict Compliance.** No failure by either party to insist upon the strict performance of any covenant, term or condition of this Agreement, or to exercise any right or remedy upon a breach thereof, shall constitute a waiver of any such breach or any subsequent breach of such covenant, term or condition. No waiver of any breach shall affect or alter this Agreement, but each and every covenant, term and condition of this Agreement shall continue in full force and effect.

7. **Notice.** All notices, requests, approvals, demands and other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given and to be effective when delivered personally (including delivery by express or courier service) or, if mailed, three (3) business days after being deposited in the United States mail as registered or certified matter, postage prepaid, return receipt requested, addressed as follows or to such other address as either party may designate by notice to the other party in accordance with this Paragraph 8:

If to the City: Mayor Patty Gregory  
City of Belleville, Illinois  
101 South Illinois Street  
Belleville, Illinois 62220

If to the Club : Rowdies Rugby  
Rob Massey, President  
2435 Meadow Drive  
Belleville, IL 62226

8. **Amendments.** Neither this Agreement nor any term or provision hereof may be changed, waived, discharged or terminated, except by an instrument in writing signed by both of the parties hereto.

9. **Captions.** The captions to this Agreement are for convenience of reference only and in no way define or limit the scope or intent of this Agreement.

10. **Assignment.** This Agreement may not be assigned by either party.

11. **Controlling Law.** This Agreement shall be interpreted and construed in accordance with the laws of the State of Illinois.

12. **Severability.** If, for any reason, any clause or provision of this Agreement, or the application of any clause to a particular context or to a particular situation, circumstance or person, should be held unenforceable, invalid or in violation of law by any court or other tribunal, the application of such clause or provision in other contexts or to other situations, circumstances or persons shall not be affected thereby, and the remaining clauses and provisions hereof shall remain in full force and effect.

13. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and any and all prior correspondence, conversations or memoranda are merged herein.

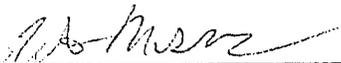
14. **Nonexclusive Agreement.** This Agreement is independent of, and in addition to, any other contracts or mutual agreements between the parties and to any other contracts or agreements to which the City, the Club, or either of them is a party.

In witness whereof, the parties have executed this Agreement on this \_\_\_\_ day of January, 2024.

**CITY OF BELLEVILLE, ILLINOIS**

**ROWDIES RUGBY CLUB, A DIVISION  
OF THE USA RUGBY FOOTBALL UNION**

By: \_\_\_\_\_  
**Patty Gregory**  
Mayor

By:  \_\_\_\_\_  
**Rob Massey**  
President

Attest: \_\_\_\_\_  
**Jennifer Gain Meyer**  
City Clerk

# **EXHIBIT A**

## **Disposal List from SIJWDC – Lynx Lodge**

Single Drawer Chest – 63

Desk Chair – 64

Desk – 68

Single Bed Frame End – 157

Single Bed Frame Spring – 63

Single Vinyl Mattress – 120

Wire Rack Shelving - 5

Metal Shelf – 1

Undercabinet Microwave – 1

Wood Shelf – 1

Printer – 2

Desk – 2

Cabinet – 1

Night stand – 1

4 drawer file cabinet – 1

Commercial Washer – 1

Commercial Dryer – 1

## DEVELOPMENT AGREEMENT

This agreement made this 20<sup>th</sup> day February, 2024 by and between the City of Belleville, Illinois (the "City") and **Belleville Books** ("**Belleville Books**");

### WITNESSETH:

**WHEREAS, Belleville Books** intends on investing a minimum of \$417,700.00 to complete the acquisition and remodeling of the existing facility located at 20 East Main St. in Belleville (the "Project"), and;

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

#### **Responsibilities of the City of Belleville**

1. Reimburse Belleville Books \$25,000.00 in TIF #17/East Main St. funds for acquisition and remodeling of the existing facility located at 20 East Main St., after receipt of documentation of eligible costs incurred, after May 1, 2024.

#### **Responsibilities of Belleville Books**

- A. Invest no less than \$417,700.00 for the acquisition and remodeling of the existing facility located at 20 East Main St. for a bookstore no later than August 31, 2024; and,
- B. Create three (3) FTE jobs within the first year of operation, and;
- C. Creation one (1) additional FTE jobs within the second year of operation, and;
- D. Commit to annual sales subject to sales tax of no less than \$232,500.00, and;
- E. Belleville Books and any heirs and/or successors shall remain and operate at the site for no less than five (5) years, and;
- F. Compliance with all existing and applicable Federal, State, County and Local laws and ordinances.

#### **Penalties**

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

#### **Miscellaneous**

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

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

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

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

By: \_\_\_\_\_  
MAYOR

ATTEST: \_\_\_\_\_  
CITY CLERK

Belleville Books  
20 East Main St.  
Belleville, IL 62220

By: \_\_\_\_\_  
Robert L. Eckman, Owner

# 107 East D St.

## Estimated Costs/Lost Revenues

Demolition :	\$50,000
Mowing (\$1,500/yr.)/5 years:	\$ 7,500
<u>Lost Taxes (\$5,000/yr.)/5 years:</u>	<u>\$25,000</u>
Total	\$82,500



**City of Belleville**  
Historic Preservation  
Commission  
101 South Illinois Street  
Belleville, Illinois 62220  
(618) 233-6810 Ext. 1250

February 7, 2024

Economic Development & Annexation Committee  
City of Belleville

Dear Economic Development & Annexation Committee:

The Belleville Historic Preservation Commission would like to acknowledge our support for the Infill Program Proposal from Tygracon Properties for 107 East D Street. Our concern as the Historic Preservation Commission is the enhancement and perpetuation of Belleville's historic neighborhoods and landmark buildings. 107 East D Street, is an Italianate-style brick home built in 1884, on a corner lot in the Hexenbuckel Historic District. It is important to the architectural integrity of the neighborhood to keep the home's appearance in good form and prevent another vacant lot in an historic Belleville neighborhood. Unfortunately, there are currently many vacant homes in the Hexenbuckel Historic District in danger of demolition. This proposal, by a developer with a proven track record of restoring historic Belleville properties, is an excellent opportunity for the City of Belleville to save and restore a dilapidated historic home in one of its historic districts, with the benefit of returning it to the tax rolls and keeping the historic corner of East D and North Jackson Streets intact. It is of our belief that this proposal would create a win-win situation for both the City of Belleville and the Hexenbuckel Neighborhood and we fully support the proposal.

Sincerely,

Andy Gaa

Chair, Belleville Historic Preservation Commission, City of Belleville

## DEVELOPMENT AGREEMENT

This agreement made this 20<sup>th</sup> day of February, 2024 by and between the City of Belleville, Illinois (the "City") and **Tygracon Properties, Inc.** ("**Tygracon Properties, Inc.**"):

### WITNESSETH:

**WHEREAS, Tygracon Properties, Inc.** intends on investing a minimum of \$330,000.00 to complete the acquisition and remodeling of the existing single-family residential home located at 107 East D St. in Belleville (the "Project"), and;

**WHEREAS,** the parties have reached an agreement in order to set forth the terms upon which the City would provide certain economic incentives for the Project.

### **Responsibilities of the City of Belleville**

1. Sell the property located at 107 East D St. (parcel 08-22.0-302-012) for the sum of \$1.00 to Tygracon Properties, Inc., and;
2. Provide clean title to the property located at 107 East D St. (parcel 08-22.0-302-012) at the time of closing or reimburse Tygracon Properties, Inc. for the cost of removing any liens that exist on the property; and,
3. Provide Tygracon Properties, Inc. \$80,000.00 in TIF #3 funding for remodeling costs for the Project upon issuance of a building permit, and;
4. Remove scrub trees and grind existing tree stumps prior to closing on the property, and;
5. Install sidewalk along East D St. and tie into existing sidewalk on North Jackson St subject to completion of Item A under Responsibilities of Tygracon Properties, Inc.

### **Responsibilities of Tygracon Properties, Inc.**

- A. Purchase the property located at 107 East D St. (parcel 08-22.0-302-012) from the City of Belleville for the sum of \$1.00, and;
- B. Return the property to the City of Belleville in the event the project is not completed, or substantial progress has been not been completed within twenty-four (24) months of the date of this agreement, and;
- C. Invest no less than \$250,000.00, plus an additional \$80,000.00 in TIF #3 funding, at 107 East D St. (parcel 08-22.0-302-012) including but not limited to the remodeling of the existing single-family residential home, no later than twenty-four (24) months after closing on the property, and;
- D. Commit to maintain the appearance of the entire property in compliance with City codes and ordinances, including but not limited to landscaping/weeds/grass, fencing, trash, etc., and;
- E. Tygracon Properties, Inc. and any heirs and/or successors shall own and maintain the property as a single family residence for no less than ten (10) years, and;
- F. Compliance with Historic District Design Guidelines/Policies & Procedures Manual for exterior improvements, and;
- G. Compliance with all existing and applicable Federal, State, County and Local laws and ordinances.

### **Penalties**

In the event that **Tygracon Properties, Inc.** fails to meet its obligations under Sections (A), (B), (C), (D), (E), (F) or (G) of the section entitled "**Responsibilities of Tygracon Properties, Inc.**" of the Development Agreement, all public funds provided under (3) of the section entitled "**Responsibilities of the City of Belleville**" received to date as per the Development Agreement from the City of Belleville shall be repaid to the City of Belleville and all remaining amounts to be provided if any, shall be terminated.

### **Miscellaneous**

1. **Entire Agreement.** This Agreement and any written amendments hereto shall constitute the entire agreement

between the parties. Neither party shall be bound by any terms, conditions, statements or representatives, not herein contained. Each party hereby acknowledges that in executing this Agreement it has not been induced, persuaded or motivated by any promise or representation made by the other party, unless expressly set forth herein. All previous negotiations, statements and preliminary agreements by the parties or their representatives are merged in this Agreement.

2. Validity. It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement is held by a court of law to be illegal or in conflict with any law of the State of Illinois, the validity of the remaining portions or provisions shall not be affected, and the rights shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.
3. Notices. Notices, or other communications required or which may be given under this Agreement shall be in writing, and delivered either personally, or by certified or registered mail, to the addresses indicated for each party below after their respective signatures, or to such other address as designated by a party similar notice to the other party. Date of notice shall be the date of delivery in the case of delivered notice or the date of posting in the mail in the case of mail notice.
4. Signage. Agree to allow City to place on the premises a sign indicating financial assistance has been provided by the City of Belleville for a minimum of fifteen (15) days each before and after opening of the facility.
5. Current with Payments. Agree to pay in full the City of Belleville on any outstanding invoices containing the name or names of the individual, company and/or corporation receiving the said inducements.
6. Execution of Agreement. If this agreement is not fully executed within sixty (60) days of City Council approval, it shall be considered null and void.
7. Prevailing Wage. Projects receiving incentives/inducements from the City of Belleville will be required to comply with the President's executive order no. 11246, as amended (prevailing wage).
8. Superseder. This Agreement supersedes and replaces any and all prior agreements and understandings between the City and **Tygracon Properties, Inc.** with respect to the subject matter hereof.
9. Request of Payment. The party receiving inducements must officially request payment from the City. This must be done via letter to include documentation of costs incurred as outlined in the section titled "Responsibilities of **Tygracon Properties, Inc.**".
10. Compliance Reporting. Agree to submit Annual Certification of Compliance With Development Agreement form to document compliance with items as outlined in the section titled "Responsibilities of **Tygracon Properties, Inc.**". Such reporting is required for the life of the agreement, which is defined as the timeframe of the commitment to remain and operate at the project location as identified in the section titled "Responsibilities of **Tygracon Properties, Inc.**".

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

By: \_\_\_\_\_  
MAYOR

ATTEST: \_\_\_\_\_  
CITY CLERK

Tygracon Properties, Inc.  
P.O. Box 644  
Columbia, IL 62236

By: \_\_\_\_\_  
Karl Gilpin, President

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

## **RESIDENTIAL 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 **C.A. Jones Inc.**, a developer, whose address is 10890 Lincoln Trail, Fairview Heights, Illinois 62208 (“**Buyer**”), and Buyer agrees to purchase **AS IS** from Seller, the property 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 **1008 Cart Lane**, Belleville, Illinois, together with all existing improvements, appurtenances, fixtures, and equipment (the “**Properties**”). The Property is more specifically described as follows:

Legal Description:

SURVEY 373 LOT/SEC-5A SE 150FT OF SW 121 32FT OF LT 5A LYING NW & ADJ LTS 1 & 2 OF ELIZ BOULS SUB A02476402

Parcel Number: 08-15.0-413-020

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**

\$1.00 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 June 1, 2024. 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 construction, sale, and commitment to develop a single-family home for owner occupancy for a period of not less than 12 years from the date of this contract. The buyer acknowledges that a recorded covenant will need to be recorded restricting the property to owner occupied residency only and the property cannot be used as rental property for a period of up to 12 years from the date of this contract.

**12. HOME CONSTRUCTION STANDARDS**

The buyer intends to construct a single-family residential home that is approved by the City as part of the plan review and permitting process and consistent with the attached model designs and standards titled as "Exhibit A". The constructed home cannot contain above grade square footage that is less than or exceeds 10% the square footage of the prevailing square footage of the homes within the block. The front exterior façade, of the home, must be of the same material as the prevailing home designs.

**13. PERFORMANCE BUYBACK**

In the event that the buyer is unable to obtain funding or proceed with the development of the proposed single-family residence, within 18 months of this the contract date, then the buyer will return the 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. The costs of closing and title shall be paid by the buyer.

**14. 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.

**15. 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.

**16. 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.

**17. 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.

**18. 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.

**19. 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.

**20. 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:**

BUYER NAME  
ADDRESS  
CITY, STATE, ZIP

**SELLER:**

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

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: Patty Gregory

Title: \_\_\_\_\_

Title: Mayor

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
CITY CLERK



# The COVINGTON

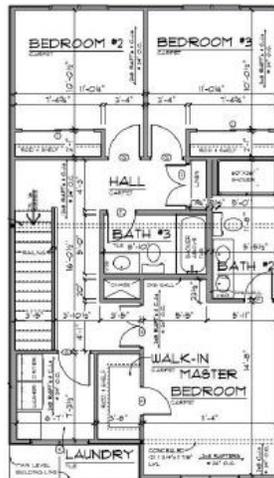
1,464 SQ FT    3 BEDROOM    2.5 BATH    1 CAR GARAGE



CAJONESINC.COM



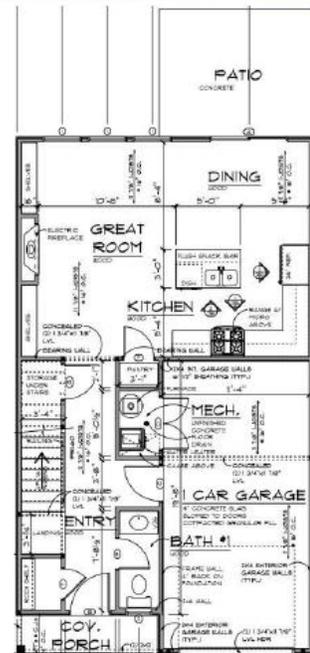
10890 Lincoln Trail  
Fairview Heights, IL  
(618) 777-6080



## FLOOR PLAN COVINGTON

\*Floor plan may differ from actual home. Floor plan shown is typically standard without upgraded features. Upgraded features listed above are specific to the home located at address below and subject to change without notice at builders discretion. Price subject to change. Price dated 08/21/23

IL  
LOT

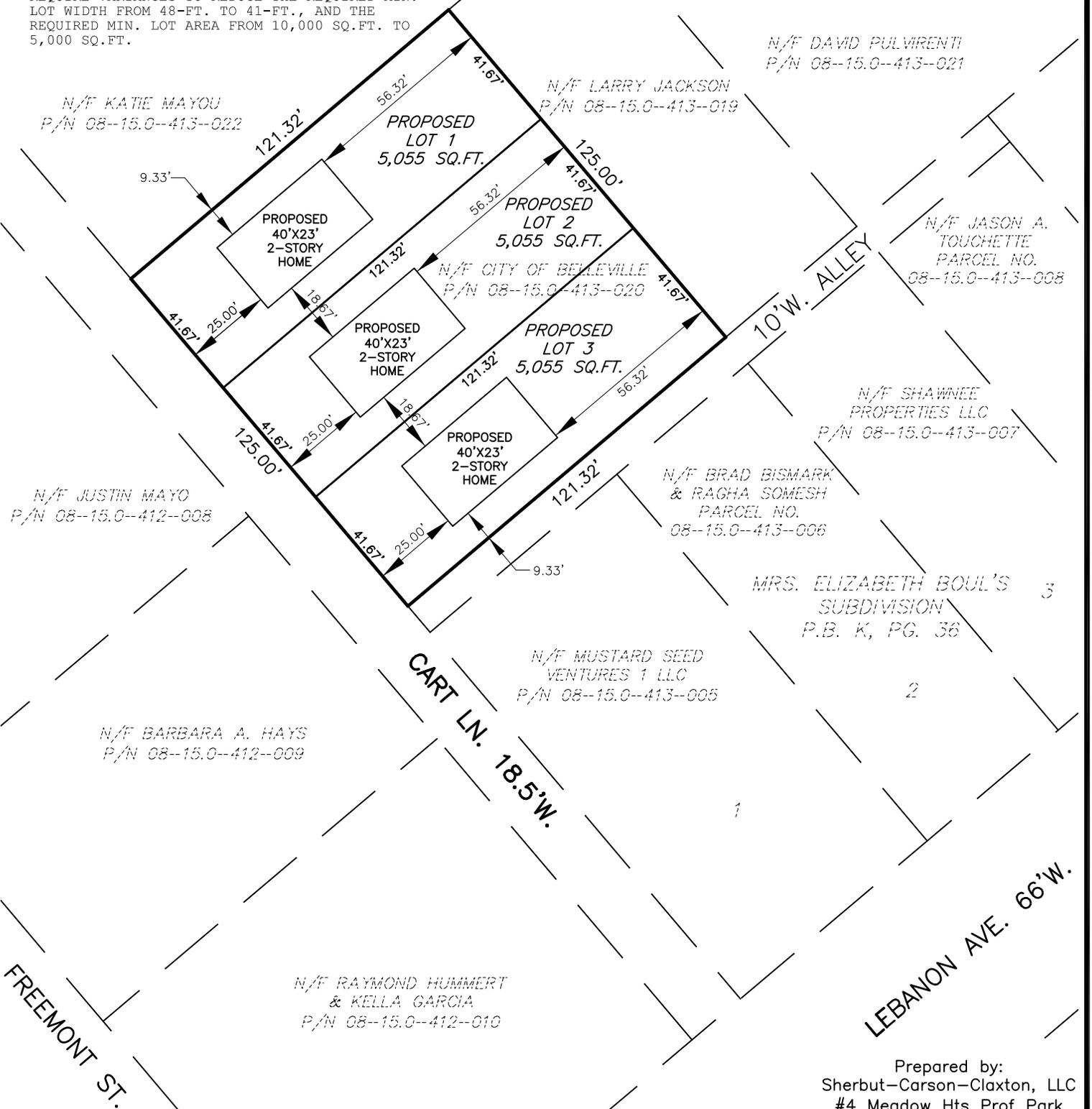
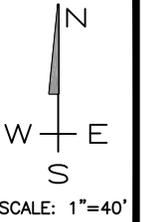


**EXHIBIT DRAWING**

PART OF LOT 5-A IN US SURVEY 373, CLAIM 650, LOCATED IN T1N, R8W, 3RD P.M., IN THE CITY OF BELLEVILLE ST. CLAIR COUNTY, ILLINOIS

**NOTES:**

1. STREET ADDRESS OF THE SUBJECT PROPERTY IS 1008 CART LN. BELLEVILLE, IL 62221.
2. THE SUBJECT PROPERTY IS CURRENTLY ZONED A-1.
3. TO DIVIDE THE TRACT INTO 3 LOTS AS SHOWN WILL REQUIRE VARIANCES TO REDUCE THE REQUIRED MIN. LOT WIDTH FROM 48-FT. TO 41-FT., AND THE REQUIRED MIN. LOT AREA FROM 10,000 SQ.FT. TO 5,000 SQ.FT.



IT IS NOT WARRANTED THAT THIS DRAWING CONTAINS COMPLETE INFORMATION REGARDING EASEMENTS, RESERVATIONS, RESTRICTIVE COVENANTS, BUILDING SET-BACK LINES, RIGHTS OF WAY, LAND USE REGULATIONS OR OTHER ENCUMBRANCES. FOR COMPLETE INFORMATION A TITLE OPINION, COMMITMENT FOR TITLE INSURANCE, AND/OR AN ALTA/NSPS LAND TITLE SURVEY SHOULD BE OBTAINED.



Prepared by:  
Sherbut-Carson-Claxton, LLC  
#4 Meadow Hts Prof Park  
Collinsville, Illinois 62234  
(618) 345-5454  
info@sherbutpc.com

OCT. 25, 2023  
S-C-C LLC JOB No. 3986

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

## **RESIDENTIAL 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 C.A. Jones Inc., a developer, whose address is 10890 Lincoln Trail, Fairview Heights, Illinois 62208 (“Buyer”), and Buyer agrees to purchase **AS IS** from Seller, the property 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 24 Queensway Drive, Belleville, Illinois, together with all existing improvements, appurtenances, fixtures, and equipment (the “Properties”). The Property is more specifically described as follows:

Legal Description:

MARIKNOLL 3RD ADD LOT/SEC-190 A02589116

Parcel Number: 08-08.0-415-002

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**

\$1.00 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 June 1, 2024. 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 construction, sale, and commitment to develop a single-family home for owner occupancy for a period of not less than 12 years from the date of this contract. The buyer acknowledges that a recorded covenant will need to be recorded restricting the property to owner occupied residency only and the property cannot be used as rental property for a period of up to 12 years from the date of this contract.

**12. HOME CONSTRUCTION STANDARDS**

The buyer intends to construct a single-family residential home that is approved by the City as part of the plan review and permitting process and consistent with the attached model designs and standards titled as "Exhibit A". The constructed home cannot contain above grade square footage that is less than or exceeds 10% the square footage of the prevailing square footage of the homes within the block. The front exterior façade, of the home, must be of the same material as the prevailing home designs.

**13. PERFORMANCE BUYBACK**

In the event that the buyer is unable to obtain funding or proceed with the development of the proposed single-family residence, within 18 months of this the contract date, then the buyer will return the 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. The costs of closing and title shall be paid by the buyer.

**14. 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.

**15. 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.

**16. 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.

**17. 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.

**18. 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.

**19. 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.

**20. 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:**

BUYER NAME  
ADDRESS  
CITY, STATE, ZIP

**SELLER:**

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

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: Patty Gregory

Title: \_\_\_\_\_

Title: Mayor

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
CITY CLERK



# The COVINGTON

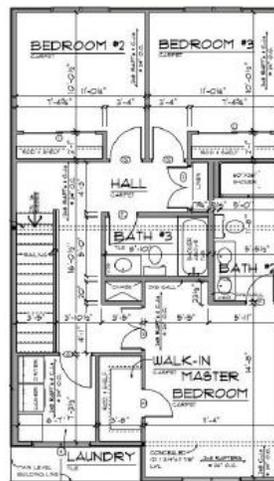
1,464 SQ FT    3 BEDROOM    2.5 BATH    1 CAR GARAGE



CAJONESINC.COM



10890 Lincoln Trail  
Fairview Heights, IL  
(618) 777-6080



## FLOOR PLAN COVINGTON

\*Floor plan may differ from actual home. Floor plan shown is typically standard without upgraded features. Upgraded features listed above are specific to the home located at address below and subject to change without notice at builders discretion. Price subject to change. Price dated 08/21/23



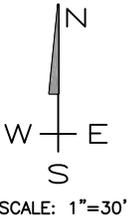
IL  
LOT

**EXHIBIT DRAWING**

LOT 190 IN MARIKNOLL 3RD ADDITION, LOCATED IN THE SE 1/4 OF SECTION 8, T1N, R8W, 3RD P.M., IN THE CITY OF BELLEVILLE ST. CLAIR COUNTY, ILLINOIS

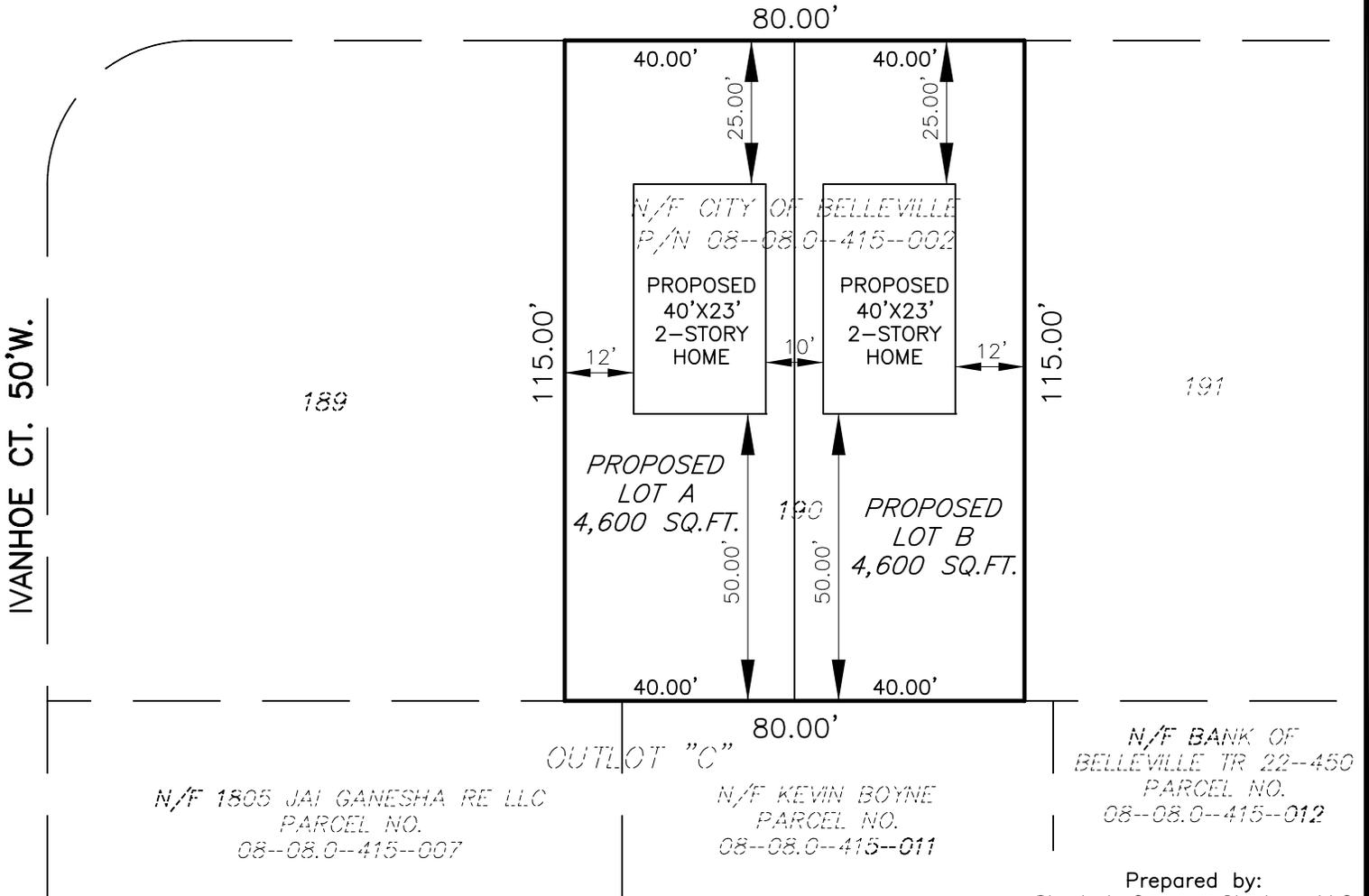
NOTES:

1. STREET ADDRESS OF THE SUBJECT PROPERTY IS 24 QUEENSWAY DR. BELLEVILLE, IL 62226.
2. THE SUBJECT PROPERTY IS CURRENTLY ZONED A-1.
3. TO DIVIDE THE TRACT INTO 2 LOTS AS SHOWN WILL REQUIRE VARIANCES TO REDUCE THE REQUIRED MIN. LOT WIDTH FROM 48-FT. TO 40-FT., AND THE REQUIRED MIN. LOT AREA FROM 10,000 SQ.FT. TO 4,600 SQ.FT.



171	N/F CARL & JENNIFER ARNOLD PARCEL NO. 08--08.0--413--052 172	N/F BRANDON SUTTON PARCEL NO. 08--08.0--413--053 173	N/F ROGER & DALINDA SHOCKLEY PARCEL NO. 08--08.0--413--053 174
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QUEENS WAY 50'W.



IT IS NOT WARRANTED THAT THIS DRAWING CONTAINS COMPLETE INFORMATION REGARDING EASEMENTS, RESERVATIONS, RESTRICTIVE COVENANTS, BUILDING SET-BACK LINES, RIGHTS OF WAY, LAND USE REGULATIONS OR OTHER ENCUMBRANCES. FOR COMPLETE INFORMATION A TITLE OPINION, COMMITMENT FOR TITLE INSURANCE, AND/OR AN ALTA/NSPS LAND TITLE SURVEY SHOULD BE OBTAINED.



Prepared by:  
 Sherbut-Carson-Claxton, LLC  
 #4 Meadow Hts Prof Park  
 Collinsville, Illinois 62234  
 (618) 345-5454  
 info@sherbutpc.com

OCT. 25, 2023  
 S-C-C LLC JOB No. 3985

## **DEVELOPMENT AGREEMENT**

This agreement made this 20<sup>th</sup> day of February, 2024 by and between the City of Belleville, Illinois (the "City") and **Blounts & Moore Holdings, LLC** ("**Blounts & Moore Holdings, LLC**");

### **WITNESSETH:**

**WHEREAS, Blounts & Moore Holdings, LLC.** intends on investing a minimum of \$1,800,000.00 to complete the remodeling of the existing facility located at 7300 Twin Pyramid Parkway in Belleville (the "Project"), and;

**WHEREAS,** the parties have reached an agreement in order to set forth the terms upon which the City would provide certain economic incentives for the Project and the terms upon which **Blounts & Moore Holdings, LLC** would provide jobs at said location.

#### **Responsibilities of the City of Belleville**

1. Reimburse Blounts & Moore Holdings, LLC. \$800,000.00 in TIF #3 funds, for remodeling and renovation of the existing facility located at 7300 Twin Pyramid Parkway, after receipt of documentation of eligible costs incurred. Payments will be due to Blounts & Moore Holdings, LLC. in two installments of \$400,000.00 with the first payment to be paid no later than April 30, 2024 and the second payment no earlier than May 1, 2024 and no later than April 30, 2025.

#### **Responsibilities of Blounts & Moore Holdings, LLC**

- A. Invest no less than \$1,800,000.00 for the remodeling of the existing facility located at 7300 Twin Pyramid Parkway no later than August 31, 2024; and,
- B. Commit to create (30) FTE jobs within the first year of operation, and;
- C. Commit to create (2) additional FTE jobs within two years of operation, and;
- D. Commit to annual sales subject to sales tax of no less than \$8,500,000.00, and;
- E. Blounts & Moore Holdings, LLC and any heirs and/or successors shall remain and operate at the site for no less than five (5) years, and;
- F. Compliance with all existing and applicable Federal, State, County and Local laws and ordinances.

#### **Penalties**

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

#### **Miscellaneous**

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

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

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

By: \_\_\_\_\_  
MAYOR

ATTEST: \_\_\_\_\_  
CITY CLERK

BLOUNTS & MOORE HOLDINGS, LLC  
527 S. Wells Street  
Chicago, IL 62223

By: \_\_\_\_\_  
RITA SCOTT, PRINCIPAL



## Tabulation of Bids



Local Public Agency	County	Section Number	Letting Date
City of Belleville - S. Church St. (CDBG)	St. Clair		02/15/24

Approved Engineer's Estimate	Attended By (IDOT Representative(s))
\$1,096,354.45	

Bidder's Name	DMS Contracting, Inc.	Hank's Excavating & Landscaping, Inc.	
Bidder's Address	10243 Fuesser Rd	5825 W. State Rte 161	
City, State, Zip	Mascoutah, IL 62258	Belleville, IL 62223	
Proposal Guarantee			
Terms			

Approved Engineer's Estimate

Item No.	Item	Delivery	Unit	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
25000110	SEEDING, CLASS 1A		ACRE	.50	\$10,000.000	\$5,000.00	\$9,514.5400	\$4,757.27	\$10,000.000	\$5,000.00		\$0.00
25100630	EROSION CONTR BLNKET		SQ YD	803	\$5.0000	\$4,015.00	\$2.3800	\$1,911.14	\$3.0000	\$2,409.00		\$0.00
28000500	INLET & PIPE PROTECT		EACH	18	\$250.0000	\$4,500.00	\$143.8900	\$2,590.02	\$250.0000	\$4,500.00		\$0.00
31100700	SUB GRAN MAT A 8		SQ YD	74	\$16.0000	\$1,184.00	\$36.3400	\$2,689.16	\$70.0000	\$5,180.00		\$0.00
31101200	SUB GRAN MAT B 4		SQ FT	3022	\$10.0000	\$30,220.00	\$12.2100	\$36,898.62	\$9.0000	\$27,198.00		\$0.00
40600275	BIT MATLS PR CT		POUND	167	\$2.0000	\$334.00	\$1.0400	\$173.68	\$1.0000	\$167.00		\$0.00
40600290	BIT MATLS TACK CT		POUND	5308	\$2.0000	\$10,616.00	\$1.0400	\$5,520.32	\$1.0000	\$5,308.00		\$0.00
40602985	HMA BC IL-9.5 N70		TON	17	\$140.0000	\$2,380.00	\$155.6900	\$2,646.73	\$145.0000	\$2,465.00		\$0.00
40604052	HMA SC IL-9.5 C N70		TON	885	\$140.0000	\$123,900.00	\$155.6900	\$137,785.65	\$145.0000	\$128,325.00		\$0.00
42300200	PCC DRIVEWAY PAVT 6		SQ YD	391	\$100.0000	\$39,100.00	\$81.4300	\$31,839.13	\$127.6500	\$49,911.15		\$0.00
42300400	PCC DRIVEWAY PAVT 8		SQ YD	38	\$125.0000	\$4,750.00	\$96.9900	\$3,685.62	\$129.6500	\$4,926.70		\$0.00
42400100	PC CONC SIDEWALK 4		SQ FT	21870.5	\$8.0000	\$174,964.00	\$5.5100	\$120,506.46	\$8.5000	\$185,899.25		\$0.00
42400300	PC CONC SIDEWALK 6		SQ FT	1420.5	\$15.0000	\$21,307.50	\$24.7400	\$35,143.17	\$21.0000	\$29,830.50		\$0.00
42400800	DETECTABLE WARNINGS		SQ FT	349	\$45.0000	\$15,705.00	\$60.6900	\$21,180.81	\$45.0000	\$15,705.00		\$0.00
44000200	DRIVE PAVEMENT REM		SQ YD	401	\$18.0000	\$7,218.00	\$32.8300	\$13,164.83	\$29.5000	\$11,829.50		\$0.00
44000300	CURB REM		FOOT	4836.5	\$18.0000	\$87,057.00	\$11.7500	\$56,828.88	\$14.5000	\$70,129.25		\$0.00
44000600	SIDEWALK REM		SQ FT	17556	\$2.0000	\$35,112.00	\$1.5000	\$26,334.00	\$3.0000	\$52,668.00		\$0.00

Item No.	Item	Delivery	Unit	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
44201329	CL C PATCH T2 8		SQ YD	341	\$225.0000	\$76,725.00	\$167.0900	\$56,977.69	\$330.0000	\$112,530.00		\$0.00
44201333	CL C PATCH T3 8		SQ YD	60	\$215.0000	\$12,900.00	\$178.6800	\$10,720.80	\$330.0000	\$19,800.00		\$0.00
52200800	SEG CONC BLOCK WALL		SQ FT	206	\$125.0000	\$25,750.00	\$68.6800	\$14,148.08	\$70.0000	\$14,420.00		\$0.00
54248510	CONCRETE COLLAR		CU YD	.3	\$2,000.0000	\$600.00	\$2,506.6000	\$751.98	\$2,350.0000	\$705.00		\$0.00
550A0940	STORM SEW CL A 4 12		FOOT	10	\$200.0000	\$2,000.00	\$89.1500	\$891.50	\$200.0000	\$2,000.00		\$0.00
56109210	WATER VALVES ADJUST		EACH	13	\$200.0000	\$2,600.00	\$125.3500	\$1,629.55	\$225.0000	\$2,925.00		\$0.00
56500300	DOM MET VLTS		EACH	37	\$300.0000	\$11,100.00	\$125.3500	\$4,637.95	\$325.0000	\$12,025.00		\$0.00
60100905	PIPE DRAINS 4		FOOT	20	\$30.0000	\$600.00	\$96.3200	\$1,926.40	\$50.0000	\$1,000.00		\$0.00
60255800	MAN ADJ NEW T1F CL		EACH	3	\$1,500.0000	\$4,500.00	\$1,121.7000	\$3,365.10	\$1,600.0000	\$4,800.00		\$0.00
60260100	INLETS ADJUST		EACH	2	\$1,500.0000	\$3,000.00	\$670.5800	\$1,341.16	\$665.0000	\$1,330.00		\$0.00
60261100	INLETS ADJ NEW T9F&G		EACH	9	\$1,500.0000	\$13,500.00	\$1,251.4000	\$11,262.60	\$1,250.0000	\$11,250.00		\$0.00
60500060	REMOV INLETS		EACH	1	\$1,000.0000	\$1,000.00	\$594.0800	\$594.08	\$285.0000	\$285.00		\$0.00
67100100	MOBILIZATION		L SUM	1.0	\$60,000.0000	\$60,000.00	\$58,104.1800	\$58,104.18	\$26,000.0000	\$26,000.00		\$0.00
72000100	SIGN PANEL T1		SQ FT	212.71	\$45.0000	\$9,571.95	\$59.1400	\$12,579.67	\$31.5000	\$6,700.36		\$0.00
72400100	REMOV SIN PAN ASSY TA		EACH	29	\$125.0000	\$3,625.00	\$125.3500	\$3,635.15	\$130.0000	\$3,770.00		\$0.00
72900100	METAL POST TY A		FOOT	475	\$23.0000	\$10,925.00	\$15.4400	\$7,334.00	\$10.4000	\$4,940.00		\$0.00
78000400	THPL PVT MK LINE 6		FOOT	945	\$8.0000	\$7,560.00	\$5.6400	\$5,329.80	\$5.2500	\$4,961.25		\$0.00
78000600	THPL PVT MK LINE 12		FOOT	205	\$15.0000	\$3,075.00	\$22.5600	\$4,624.80	\$21.0000	\$4,305.00		\$0.00
X0320050	CONSTRUCTN LAYOUT SP		L SUM	1.0	\$30,000.0000	\$30,000.00	\$35,977.1700	\$35,977.17	\$8,500.0000	\$8,500.00		\$0.00
X0326440	SURF REM VAR DP (SPL)		SQ YD	7837	\$5.0000	\$39,185.00	\$5.0100	\$39,263.37	\$4.6500	\$36,442.05		\$0.00
X1700108	CURB & GUTTER SPL		FOOT	5144.5	\$30.0000	\$154,335.00	\$28.7800	\$148,058.71	\$35.0000	\$180,057.50		\$0.00
X2010404	STUMP REMOVAL		EACH	2	\$200.0000	\$400.00	\$902.2500	\$1,804.50	\$1,150.0000	\$2,300.00		\$0.00
X2110100	TOPSOIL F & P SPL		CU YD	250	\$30.0000	\$7,500.00	\$98.9500	\$24,737.50	\$105.0000	\$26,250.00		\$0.00
X3550015	HMA BASE CSE VAR DP		TON	36	\$140.0000	\$5,040.00	\$155.6900	\$5,604.84	\$145.0000	\$5,220.00		\$0.00
X6024242	INLETS SPL N1		EACH	1	\$6,000.0000	\$6,000.00	\$6,536.7800	\$6,536.78	\$7,900.0000	\$7,900.00		\$0.00
X7010216	TRAF CONT & PROT SPL		L SUM	1.0	\$20,000.0000	\$20,000.00	\$21,150.2100	\$21,150.21	\$17,000.0000	\$17,000.00		\$0.00
Z0000010	POP-UP ROOF DRAIN OUT		EACH	2	\$250.0000	\$500.00	\$924.2900	\$1,848.58	\$300.0000	\$600.00		\$0.00
Z0012450	CONCRETE STEPS		CU YD	3.4	\$5,000.0000	\$17,000.00	\$2,436.7600	\$8,284.98	\$2,500.0000	\$8,500.00		\$0.00

<b>Total Bid:</b>	As Read:			
	As Calculated:	\$996,776.62	\$1,127,967.51	\$0.00
	% Over/Under:	(9.08)%	2.88 %	



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

**AGREEMENT FOR PROFESSIONAL SERVICES**

TO CITY OF BELLEVILLE DATE February 14, 2024  
 ATTN: SCOTT SAEGER, P.E.  
 2300 WEST MAIN STREET  
 SUITE M116  
 BELLEVILLE, IL 62226

PROJECT SOUTH CHURCH STREET RECONSTRUCTION  
 PROJECT NO. TBD  
 DEPARTMENT Construction Engineering  
 PROJECT TYPE Transportation

**SECTION 1 DEFINITIONS AND PARTIES**

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

The CLIENT proposes to engage the ENGINEER to furnish certain professional services in connection with SOUTH CHURCH STREET RECONSTRUCTION, which work is hereinafter referred to as the PROJECT.

**SECTION 2 SCOPE OF SERVICES**

BACKGROUND

CLIENT is preparing to make improvements to South Church Street from South Belt East to East Garfield Street. CLIENT desires to have ENGINEER provide certain professional services necessary to inspect, document, and coordinate the improvements throughout construction.

TASK 1 – CONSTRUCTION INSPECTION

ENGINEER agrees to provide construction inspection services for the project. Daily inspections are expected to include the following specific items:

- Driveway Pavement Removal
- Hot-Mix Asphalt Surface Removal
- PCC Curb, Sidewalk, & Step Removals
- Storm Sewer, Inlets, Manholes, Pipe Drains, & Roof Drains
- Aggregate Subbase
- Pavement Patching
- PCC Curb, Gutter, Sidewalk, & Steps
- PCC Driveway Pavement

- Hot-Mix Asphalt Base Course and Paving
- Segmental Block Wall
- Pavement Marking & Signage
- Topsoil & Seeding

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

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

#### TASK 2 – CONSTRUCTION LAYOUT

ENGINEER agrees to provide construction layout services in accordance with the Construction Layout special provision and IDOT Standard Specification Article 105.09.

#### ASSUMPTIONS AND CLARIFICATIONS

Task 1 – The estimated time and fee provided in the manhour estimate is largely dependent on the contractor's schedule of operations. Since Gonzalez is not in control of the means and methods or schedule of work, daily construction inspection assistance will be provided up to a maximum of 420 hours (4 hours a day during the assumed 105 working days for Project Engineer V, Project Engineer III, Technician VII, and/or Technician IV during the regular work week). Additionally, it is assumed a maximum of 88 hours will be spent by a Project Manager during the course of the project to assist with construction issues including preconstruction phase services, field changes, final inspection and general project management. If additional time is needed due to circumstances outside the control of the ENGINEER, the CLIENT will be billed on a time and material basis according to the attached Professional Service Rates.

Task 2 – The project plans do not contain information pertaining to tie points or benchmarks. The estimated time and fee provided in the manhour estimate is based on the assumption that electronic files containing the points necessary for project layout will be provided by the City or their design consultant.

### **SECTION 3 TIME FOR PERFORMANCE**

#### DELIVERABLE SCHEDULE

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

#### **SECTION 4 COMPENSATION**

The ENGINEER agrees to perform SECTION 2 SCOPE OF SERVICES for a TIME AND MATERIAL fee of ONE HUNDRED ONE THOUSAND EIGHT HUNDRED SIXTY dollars (\$101,860.00 USD) unless scope changes occur. The ENGINEER may submit invoices as frequently as monthly.

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

GONZALEZ COMPANIES, LLC  
ATTN: ACCOUNTING  
1750 S BRENTWOOD BLVD., STE. 700  
ST. LOUIS, MO 63144-1339

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

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

#### **SECTION 5 INCORPORATION OF EXHIBITS**

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

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

**SECTION 6 ACCEPTANCE**

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

This AGREEMENT effective this 14 day of FEBRUARY, 2024.

GONZALEZ COMPANIES, LLC

CITY OF BELLEVILLE



Authorized Client Representative

Richard Patrick Judge, P.E.

Print Name

Managing Principal

Print Title

February 15, 2024

Date

Date



**2024 PROFESSIONAL SERVICE RATES**

<b><u>Employee Classification</u></b>	<b><u>Rate</u></b>
Principal IV	\$355
Principal III	\$330
Principal II	\$305
Principal I	\$280
Project Manager XII	\$285
Project Manager XI	\$275
Project Manager X	\$265
Project Manager IX	\$255
Project Manager VIII	\$245
Project Manager VII	\$235
Project Manager VI	\$225
Project Manager V	\$215
Project Manager IV	\$205
Project Manager III	\$195
Project Manager II	\$185
Project Manager I	\$175
Survey Manager	\$160
Senior Structural Engineer III	\$185
Senior Structural Engineer II	\$180
Senior Structural Engineer I	\$170
Project Engineer IX	\$180
Project Engineer VIII	\$170
Project Engineer VII	\$160
Project Engineer VI	\$150
Project Engineer V	\$140
Project Engineer IV	\$130
Project Engineer III	\$120
Project Engineer II	\$110
Project Engineer I	\$100
Survey Technician III	\$100
Survey Technician II	\$90
Survey Technician I	\$80
Technician IX	\$152
Technician VIII	\$137
Technician VII	\$127
Technician VI	\$117
Technician V	\$107
Technician IV	\$97
Technician III	\$87
Technician II	\$77
Technician I	\$67
<b><u>Direct Costs</u></b>	
Mileage	67 cents per mile
Other Direct Costs	15% Markup
Subconsultant Costs	15% Markup

# TERMS AND CONDITIONS

## 1. STANDARD OF PERFORMANCE

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

## 2. INSURANCE

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

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

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

## 4. CONSTRUCTION PROCEDURES

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

## 5. CONTROLLING LAW

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

## 6. SERVICES AND INFORMATION

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

accuracy and content of CLIENT/OWNER-furnished documents and services.

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

## 7. SUCCESSORS AND ASSIGNS

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

## 8. RE-USE OF DOCUMENTS

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

## 9. TERMINATION OF AGREEMENT

CLIENT/OWNER or ENGINEER may terminate the Agreement, in whole or in part, by giving no less than ten (10) business days written notice, if the other party substantially fails to fulfill its obligations under the Agreement through no fault of the terminating party. Where the method of payment is "lump sum," time & material, or cost reimbursement, the final invoice will include all services and expenses associated with the project up to the effective date of termination plus a fifteen percent fee mark-up for the final invoice amount. An equitable adjustment shall also be made to provide for termination settlement costs ENGINEER incurs as a result of commitments that had become agreed upon before termination, and for a reasonable profit for services performed.

## 10. SEVERABILITY

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

## 11. INVOICES

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

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

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

12. **CHANGES**

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

13. **CONTROLLING AGREEMENT**

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

14. **EQUAL EMPLOYMENT AND NONDISCRIMINATION**

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

15. **HAZARDOUS MATERIALS**

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

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

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

16. **EXECUTION**

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

17. **LIMITATION OF LIABILITY**

ENGINEER's and its employees' total liability to CLIENT/OWNER for any loss or damage, including but not limited to special and consequential damages arising out of or in connection with the performance of services or any other cause, including ENGINEER's and its employees' professional negligent acts, errors, or omissions, shall not exceed the lesser of \$5,000 or the total compensation received by ENGINEER hereunder, and CLIENT/OWNER hereby releases and holds harmless ENGINEER and its employees from any liability above such amount.

18. **LITIGATION SUPPORT**

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

19. **UTILITY LOCATION**

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

20. **ESCALATION**

Annual rate escalation of 6% effective January 1, 2025.

21. **PREPAYMENT**

Upon acceptance of this Agreement by the CLIENT/OWNER, a payment of 6% of the total fee may be required to initialize the project and may be exercised by ENGINEER at any time.

22. **JOB CANCELLATION FOR CONVENIENCE FEE**

Because of potentially significant revenues from other projects forgone by the ENGINEER to take this project, if the project is cancelled by the CLIENT/OWNER, a cancellation fee of 10% of contract will be immediately due and payable for project's current billings, work-in-progress, and reimbursable expenses.

23. **PROJECT RESTART FEE**  
Because of substantial cost incurred by the ENGINEER to stop and restart a project once it is underway, should this project's progress be halted at any time for thirty (30) or more calendar days by the CLIENT/OWNER, for any reason, a project restart fee of 10% of the total contract fee to date will be due and payable immediately.
24. **LATE PENALTY SCHEDULE**  
All invoices not paid promptly will be subject to the following late payment penalty: 30 to 59 calendar days overdue, \$650; 60 to 89 calendar days overdue, \$850; 90 to 120 calendar days overdue, \$1250; in addition to the interest charges as outlined in term and condition 11.
25. **LIMITATION OF DESIGN ALTERNATIVES**  
The ENGINEER will limit the number of design alternatives provided under this contract to three, upon which time the design will be considered complete.
26. **GRAPHICS CONTROL**  
Because of its standing as a professional design firm, the ENGINEER has complete control over graphic content and presentation of all studies, reports, and all other documents produced under this agreement.
27. **HIGHER FEES PAID FOR CHANGES**  
Any changes requested by the CLIENT/OWNER to the scope of services provided under this agreement after acceptance of 25% completion will be billed at 1.15 times billing rates.

2/14/24

**South Church Street Construction Inspection**

**MANHOOR ESTIMATE**

**PREPARED BY: JAS**

**QA'ED BY: TS**

ROW ID	REVENUE PHASES, TASKS AND MILESTONES	Project Manager VIII	Project Manager VII	Project Engineer V	Project Engineer III	Technician VII	Technician IV	HOURS	SUBTOTAL
1.00	<b>Construction Inspection</b>								
1.01	Construction Layout		8	32				40	\$ 6,360.00
1.02	Daily Site Visits (Assume 105 working days @ 4 hrs./day)			105	105	105	105	420	\$ 50,820.00
1.03	Nuclear Density Tests, PCC Concrete Testing				40	40		80	\$ 20,920.00
1.04	Pay Estimate Preparation and Processing (Assume 8 Pay Estimates)				24			24	\$ 2,880.00
1.05	Request for Material Assignment (Not Required)							0	\$ -
1.06	Preconstruction Phase Services	4	8					12	\$ 2,860.00
1.07	Final Inspection, Reporting and Project Closeout	4	16		16			36	\$ 6,660.00
1.08	Project Management and Client Coordination	8	40					48	\$ 11,360.00
1.09								0	\$ -
<b>SUM</b>	<b>SUMMARY</b>	<b>16</b>	<b>72</b>	<b>137</b>	<b>185</b>	<b>145</b>	<b>105</b>	<b>660</b>	<b>\$ 101,860.00</b>
	<b>TOTAL</b>	<b>16</b>	<b>72</b>	<b>137</b>	<b>185</b>	<b>145</b>	<b>105</b>	<b>660</b>	<b>\$ 101,860.00</b>



OFFICE USE ONLY  
 Name of Event: Harris/Palmer Wedding  
 Date of Event: Sat 04/13/24

## SPECIAL EVENT REQUEST

Notification is hereby given to the City of Belleville to request a Special Event as follows:

**PLEASE ALLOW MINIMUM (8) WEEKS FOR PROCESSING THE REQUEST. TEN (10) WEEKS PREFERRED.**

**PLEASE ALLOW THREE (3) MONTHS FOR PROCESSING IF EITHER ILLINOIS ROUTE 159 OR ANY OTHER STATE ROUTE THAT WILL BE CLOSED.**

Name(s) of sponsoring organization(s): None

Name of Event: Sam Harris and Brandon Palmer Wedding

Date of Event: 4/13/24 Event Starting Time: 8:00 AM Event Ending Time: 8:00 pm

Street Closure Time: 8:00 AM Street Re-Open Time: 8:00 pm

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

Name	Address	Phone	Email
Sam Harris	[REDACTED]	[REDACTED]	[REDACTED]
Brandon Palmer			

Number of people (80) animals (N/A) vehicles (2) expected to participate.

Describe the event in detail:

We are having our wedding at Spaces and need to block off a small portion of street parking so that our food trucks are able to park and serve our guests dinner.

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

We would like to block off the section of street parking from the corner of E main street and North Jackson Street down to the Alley right before the Belleville Optometry Office

block off w cones

OFFICE USE ONLY  
Name of Event: Harris & Palmer wedding  
Date of Event: Sat 04/13/24

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

No

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

Does this event require any of the following?

- Trash Containers  Yes  No Number Requested: \_\_\_\_\_
  - Picnic Tables  Yes  No Number Requested: \_\_\_\_\_
  - Sanitation Vehicle and Manpower  Yes  No
  - Electric (if available) (note on map location(s))  Yes  No Number Requested: \_\_\_\_\_
  - Music  Yes  No Times: \_\_\_\_\_
  - Barricades  Yes  No Number Requested: \_\_\_\_\_
- Comments or Additional Request(s): \_\_\_\_\_

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

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

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

[Redacted Signature] Sam Harris  
Signature of Person Making Application Printed Name of Person Making Application

[Redacted Address]  
Mailing Address

[Redacted Phone Number] [Redacted E-mail]  
Phone Number E-mail

DATE OF APPLICATION: 2/8/24

Return this form (via mail/email/in-person):  
City of Belleville - City Clerk's Office  
101 South Illinois Street  
Belleville, Illinois 62220  
E-mail: [jmeyer@belleville.net](mailto:jmeyer@belleville.net)  
(618) 233-6810

OFFICE USE ONLY  
 Name of Event: Harris & Palmer Wedding  
 Date of Event: Sat 04/13/24

CHECKLIST (FOR USE BY CITY PERSONNEL ONLY)	EVENT INFORMATION (FOR USE BY CITY PERSONNEL ONLY) Completed application/documentation to be sent to city staff prior to meeting. Meeting will be scheduled with all city staff and a representative of the event.
<input checked="" type="checkbox"/> Application <input checked="" type="checkbox"/> Event Map <input type="checkbox"/> Insurance Certificate	Date Received by City Clerk's Office: <u>02/08/24</u> Scheduled Meeting Date: <u>02/08/24 10:30A</u> Date Approved by Staff: <u>02/08/24</u> Date on Council Agenda: <u>02/20/24</u> Notification Sent to Event Representative of Council Meeting: <u>02/12/24</u>
<input type="checkbox"/> Approved on: _____ <input type="checkbox"/> Denied on: _____ Notification Sent to Event Representative of Council Approval/Denial on: _____	

STAFF REVIEW SECTION

Police Department: \_\_\_\_\_

APPROVED  DENIED DATE: \_\_\_\_\_ INITIALS: \_\_\_\_\_

Fire Department: SITUATIONAL AWARENESS

APPROVED  DENIED DATE: 2/8/24 INITIALS: SM

Public Works: Barricades / No Parking provided as requested @ N/C.

APPROVED  DENIED DATE: 2/8/24 INITIALS: JRP

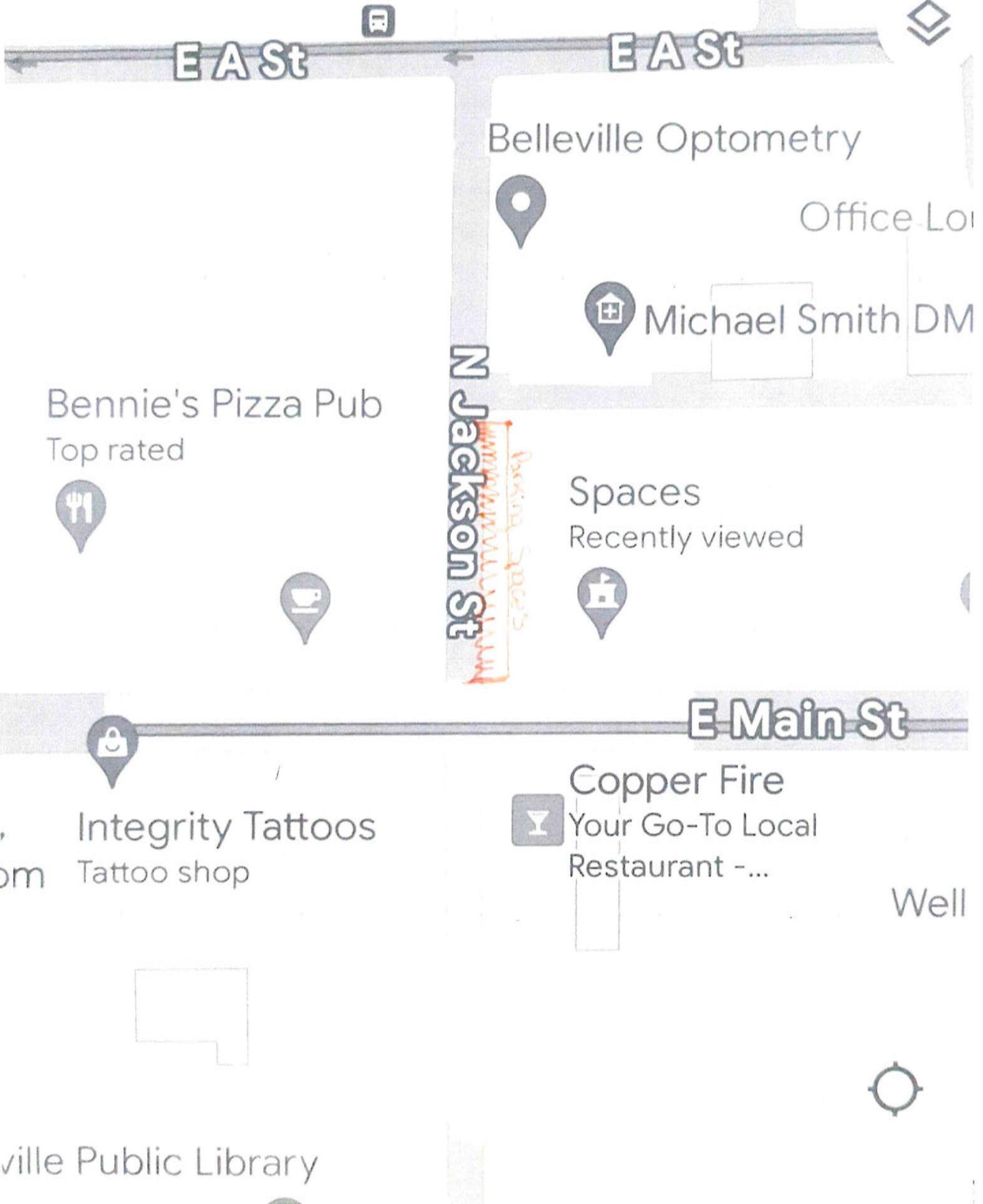
Maintenance Department: S/A

APPROVED  DENIED DATE: 2-8-24 INITIALS: MJS

Marketing/Communications: \_\_\_\_\_

APPROVED  DENIED DATE: \_\_\_\_\_ INITIALS: \_\_\_\_\_

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## Jenny Meyer

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**From:** Jenny Meyer  
**Sent:** Monday, February 12, 2024 2:37 PM  
**To:** Iman Harris; Brandon Palmer  
**Cc:** Jason Poole; Jeff Davis; Craig Maue; Michael Schaefer; Stephanie Mills; Curt Lougeay; Madison Faulkner; Erin Clifford; Niccy Cook  
**Subject:** Harris & Palmer Wedding

Sam & Brandon:

Staff reviewed your request for the Harris & Palmer Wedding, below is a synopsis of the event:

### Event:

- Harris & Palmer Wedding
- Saturday, April 13, 2024
- 8:00am to 8:00pm

### Street Closure:

- Parking spots on North Jackson (east side) from East Main Street to alley
- 8:00am to 8:00pm

### Public Works:

- Barricades to be delivered Friday, April 12, 2024
- Organizers responsible to block off approved parking spots at 8:00am
- "No Parking" signage posted by Friday, April 12, 2024

### Police Department:

- Situational Awareness

### Fire Department:

- Situational awareness

### Maintenance Department:

- Situational awareness

### Marketing/Communications:

- Situational Awareness

### Miscellaneous:

- **All Food Trucks will need to be licensed by the City of Belleville, City Clerk's Office prior to set-up. Information on food trucks can be located at the following link: <http://belleville.net/603/Permits-Licenses> under Mobile Vendor License**

This request will go to **City Council on Tuesday, February 20, 2024, 7:00pm**, City Hall, Council Chambers, 101 South Illinois Street, Belleville, Illinois.

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

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



Name of Event: Lincoln Concert - Skatalites  
Date of Event: Sun 04/28/24

# SPECIAL EVENT

## REQUEST

Notification is hereby given to the City of Belleville to request a Special Event as follows:

PLEASE ALLOW MINIMUM (8) WEEKS FOR PROCESSING THE REQUEST. TEN (10) WEEKS PREFERRED.  
  
PLEASE ALLOW THREE (3) MONTHS FOR PROCESSING IF EITHER ILLINOIS ROUTE 159 OR ANY OTHER STATE ROUTE THAT WILL BE CLOSED.

Name(s) of sponsoring organization(s): Lincoln Theatre

Name of Event: Skatalites

Sunday

Date of Event: April 28 2024 Event Starting Time: 7:00pm Event Ending Time: 11pm

Street Closure Time: N/A

Street Re-Open Time: \_\_\_\_\_

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

Name	Address	Phone	Email
Dave Schoenborn		[REDACTED]	Lincoln_theatre@sbcglobal.net

Number of people (350) animals (\_\_\_\_\_) vehicles (\_\_\_\_\_) expected to participate.

Describe the event in detail:

Concert

\_\_\_\_\_  
\_\_\_\_\_

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

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

**Name of Event:** **Date of Event:** Lincoln Concert - Skatalites  
SUN 042824

OFFICE USE ONLY

Are you requesting streets to be closed? If so, list specifics below and note on map of event route:  
*No Street Closing just blocking parking for safety. Need to create a secured safety zone in parking lot directly behind and adjacent to the theatre for performers and gear protection and event production safety. Will have cars plus equipment vehicles. See diagram attached*

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

Does this event require any of the following?

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

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

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

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

David Schoenborn  
Signature of Person Making Application

David Schoenborn  
Printed Name of Person Making Application

103 E Main St Belleville IL  
Mailing Address

[REDACTED]  
Phone Number

Lincoln Tehatre@sbcglobal.net  
E-mail



DATE OF APPLICATION: Feb 6, 2024

Return this form (via mail or email):

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

*Lincoln Concert - Skatalkites  
Sun 02/28/24*

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

**OFFICE USE ONLY**

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

<b>CHECKLIST</b> (FOR USE BY CITY PERSONNEL ONLY)	<b>EVENT INFORMATION</b> (FOR USE BY CITY PERSONNEL ONLY) Completed application/documentation to be sent to city staff prior to meeting. Meeting will be scheduled with all city staff and a representative of the event.
<input checked="" type="checkbox"/> Application <input checked="" type="checkbox"/> Event Map <input type="checkbox"/> Insurance Certificate	Date Received by City Clerk's Office: <u>02/27/24</u> Scheduled Meeting Date: <u>02/28/24</u> Date Approved by Staff: <u>02/28/24</u> Date on Council Agenda: <u>02/20/24</u> Notification Sent to Event Representative of Council Meeting: <u>02/27/24</u>
<input type="checkbox"/> Approved on: _____ <input type="checkbox"/> Denied on: _____ Notification Sent to Event Representative of Council Approval/Denial on: _____	

**STAFF REVIEW SECTION**

Police Department: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

APPROVED  DENIED    DATE: \_\_\_\_\_ INITIALS: \_\_\_\_\_

Fire Department: PREVIOUS LANGUAGE

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APPROVED  DENIED    DATE: 2/9/24    INITIALS: SM

Public Works: Barricades provided as requested

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APPROVED  DENIED    DATE: 2/8/24    INITIALS: JRP

Maintenance Department: S/A

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APPROVED  DENIED    DATE: 2-8-24    INITIALS: MTS

## Jenny Meyer

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**From:** Jenny Meyer  
**Sent:** Monday, February 12, 2024 2:45 PM  
**To:** Lincoln Theatre  
**Cc:** Jason Poole; Jeff Davis; Craig Maue; Stephanie Mills; Curt Lougeay; Michael Schaefer; Lt Rob Thomason (thomasonr@bellevillepolice.org); Niccy Cook; Erin Clifford; Madison Faulkner  
**Subject:** Skatalites Concert

Dave:

Staff reviewed your request for the Skatalites Concert

Below is a synopsis of that meeting for your records:

**Event:**

- Sunday, April 28, 2024
- 7:00pm to 11:00pm
- Lincoln Theatre

**Street Closure:**

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

**Public Works:**

- Deliver 10 - wooden barricades on Friday, April 26, 2024
- Pick-up barricades on Monday, April 29, 2024
- Organizers responsible to open/close parking spots, return barricades to their drop-off location for pick-up

**Police Department:**

- Situational awareness

**Fire Department:**

- All exit paths/exit corridors/exit discharge areas are to remain clear
- Use and post crowd managers
- Safety message to be provided to audience prior to show
- Facility load not to be breached
- Use of flammables and pyrotechnics strictly forbidden
- Fire Department will provide safety inspection once band is set-up

**Maintenance Department:**

- Situational awareness

**Marketing/PR:**

- The City of Belleville would like to provide additional promotion for your event. Upon approval by the City Council, please contact Madison Faulkner, [mfaulkner@belleville.net](mailto:mfaulkner@belleville.net), or (618)233-6810 to coordinate.

This item will be placed on the Council agenda for approval, Tuesday, February 20, 2024, 7:00pm, City Hall, Council Chambers, 101 South Illinois Street, Belleville, Illinois.

You will receive notification via email of the Council's decision.

Best,

Jenny  
Jennifer Gain Meyer, MS, LEHP  
City Clerk  
City of Belleville  
101 South Illinois Street  
Belleville IL 62220  
618-233-6810  
[jmeyer@belleville.net](mailto:jmeyer@belleville.net)



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

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

[https://twitter.com/Belleville\\_IL](https://twitter.com/Belleville_IL)



OFFICE USE ONLY

Event Name: Shriners Parade

Event Date: 021 060724

# PARADE REQUEST

Notification is hereby given to the City of Belleville to request a Parade Event as follows:

**PLEASE ALLOW (8) WEEKS FOR PROCESSING THE REQUEST.**  
**PLEASE ALLOW THREE (3) MONTHS FOR PROCESSING IF EITHER ILLINOIS ROUTE 159 OR ANY OTHER STATE ROUTE THAT WILL BE CLOSED.**

Name(s) of sponsoring organization(s): AIWAD SHRINERS

Name of Event: BELLEVILLE SHRINERS' PARADE

**FDI**

Date of Event: JUNE 7, 2024 Starting Time: 7:30 PM Ending Time: 9:30 PM

Street Closure Time: ROLLING 7:30 P.M. Street Re-Open Time: ROLLING 9:30-11 PM  
STAGING AREA 5:30 PM-9:30 PM

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

Name	Address	Phone	Email
SIM KURTZ			
STEVE KRANE			
MIKE KROENEMAN			
MIKE JOHNSON			

Number of people (1,000+) animals (20+) vehicles (150+) expected to participate.

Describe the event in detail:  
ANNUAL SHRINERS' PARADE - ANNUAL BELLEVILLE EVENT SINCE 1950'S, LARGEST PARADE IN SOUTHERN ILLINOIS - DRAWS THOUSANDS OF SPECTATORS

Specify event route from starting point to termination point (a map of the event route is required):  
STARTING NORTH THIRD STREET BETWEEN A & C STREETS. PLEASE REFER TO ATTACHED MAP

**Banner Resolution**

OFFICE USE ONLY:

Event Name: Shriners Parade

Event Date: Fri Feb 24

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

YES SIMILAR TO PAST PARADES, PLEASE REFER TO ATTACHED MAP

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

Does this event require any of the following?

- Trash Containers  Yes  No Number Requested: SIMILAR TO PAST
- Picnic Tables  Yes  No Number Requested: \_\_\_\_\_
- Sanitation Vehicle and Manpower  Yes  No
- Electric (if available) (note on map location(s))  Yes  No Number Requested: SIMILAR TO PAST
- Music  Yes  No Times: \_\_\_\_\_
- Barricades  Yes  No Number Requested: SEE MAP

Comments or Additional Request(s):

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

**IF EITHER ROUTE 159 OR ANY OTHER STATE ROUTE WILL BE CLOSED, A CERTIFICATE OF INSURANCE NAMING ILLINOIS DEPARTMENT OF TRANSPORTATION AS AN ADDITIONAL INSURED IS REQUIRED IN THE AMOUNT OF \$1 MILLION DOLLARS PER PERSON AND \$2,000,000 AGGREGATE. YOUR APPLICATION WILL NOT BE CONSIDERED OR APPROVED WITHOUT RECEIPT OF THIS DOCUMENT. (IL Department of Transportation • 1100 East Court Plaza Drive •Collinsville •IL •62234)**

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

[Redacted Signature]  
Signature of Person Making Application

MR KOENIGSMAN  
Printed Name of Person Making Application

[Redacted Address]  
Address

[Redacted Telephone Number]  
Telephone Number

[Redacted E-mail Address]  
E-mail Address

DATE OF APPLICATION: 2/8/24

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

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

OFFICE USE ONLY

Event Name: Shrimers Parade

Event Date: F 060724

<b>CHECKLIST</b> (FOR USE BY CITY PERSONNEL ONLY)	<b>EVENT INFORMATION</b> (FOR USE BY CITY PERSONNEL ONLY) Completed application/documentation to be sent to city staff prior to meeting. Meeting will be scheduled with all city staff and a representative of the event.
<input checked="" type="checkbox"/> Application <input checked="" type="checkbox"/> Event Map <input checked="" type="checkbox"/> Insurance Certificate	Date Received by City Clerk's Office: <u>020824</u> Scheduled Meeting Date: <u>020824 1030A</u> Date Approved by Staff: <u>020824</u> Date on Council Agenda: <u>022024</u> Notification Sent to Event Representative of Council Meeting: <u>021224</u>
<input type="checkbox"/> Approved on: _____ <input type="checkbox"/> Denied On: _____ Notification Sent to Event Representative of Council Approval/Denial on: _____	

**STAFF REVIEW SECTION**

Police Department: \_\_\_\_\_

APPROVED  DENIED DATE: \_\_\_\_\_ INITIALS: \_\_\_\_\_

Fire Department: SITUATIONAL AWARENESS

APPROVED  DENIED DATE: 2/8/24 INITIALS: SM

Public Works: Barricades, No Parking, Porta Potties, Metal Barriers, post parade cleanup provided @ N/C

APPROVED  DENIED DATE: 2/8/24 INITIALS: JTP

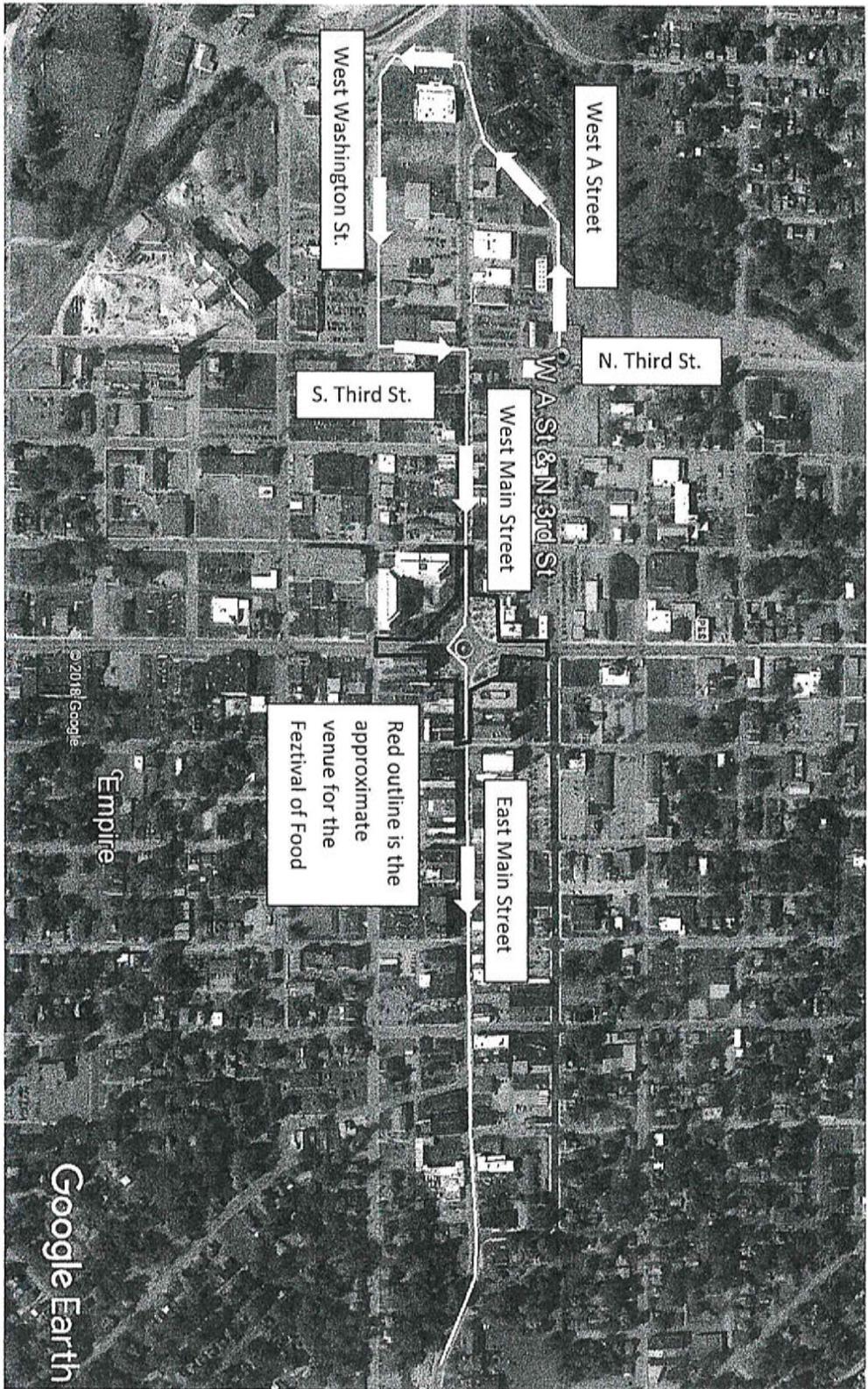
Maintenance Department: Panels S.E. Quadrant

APPROVED  DENIED DATE: 2-8-24 INITIALS: MSS

Marketing/Communications: \_\_\_\_\_

APPROVED  DENIED DATE: \_\_\_\_\_ INITIALS: \_\_\_\_\_

2023 Aynad Shriner Parade Route & Festival of Food Venue



## Jenny Meyer

---

**From:** Jenny Meyer  
**Sent:** Monday, February 12, 2024 2:57 PM  
**To:** Mike Koeneman; Jim Kurtz; Steve Kraus; [REDACTED]  
**Cc:** Jason Poole; Jeff Davis; Craig Maue; Stephanie Mills; Curt Lougeay; Michael Schaefer; Lt Rob Thomason (thomasonr@bellevillepolice.org); Niccy Cook; Erin Clifford; Madison Faulkner  
**Subject:** Belleville Shriners' Parade

Mike, Jim, Steve & Mike:

Thanks for meeting with staff to review your request for the Shriners' Parade in 2024.

Below is the synopsis of services requested from the City of Belleville that will go to City Council for approval:

### Event:

- Belleville Shriners' Parade
- Friday, June 7, 2024
- 7:30pm to 11:00pm

### Street Closure Request:

- Staging Area: North 3rd Street from West "A" Street to West "F" Street from North 2nd Street to 4th Street Rear
- 5:30pm to 9:30pm
- 7:30pm to 11:00pm: rolling closures along parade route (N 3rd Street to West A Street to S 6th Street to W Washington St to S 3rd Street to Main Street - east to Forest Ave)
- Use of Hough Park and City lots along North 3rd Street

### Public Works:

- Deliver barricades for street closures by Thursday, June 6, 2024 along parade route/staging area
- Deliver trash totes by Thursday, June 6, 2024 to staging area; organizers to return trash cans to original drop-off location
- Posting of "No Parking" signs along parade route/staging area by Thursday, June 6, 2024
- Event organizers and City assist with street closures and re-openings
- Clean-up of parade route
- Port-A-Potties along parade route (N 3rd and West Main St; N 1st and West Main St; 227 East Main St)
- Deliver metal barriers to corner of 3<sup>rd</sup> and West Main Street and 3<sup>rd</sup> and West Washington Street by Thursday, June 6, 2024

### Police Department:

- Approximately 45 Officers/CSOs with vehicles posted at intersections along parade route
- Provide vertical barriers with Police personnel at the corners of: N 3rd and West Main Street and S 3rd and W Washington) - additional safety measures for floats/public when turning
- Will meet with Ainad Shriners' Parade organizers prior to event to review emergencies

### Fire Department:

- Will meet with Ainad Shriners' Parade organizers prior to event to review emergencies
- Stage along parade route for emergency response

**Maintenance Department:**

- Electrical panel installed by Thursday, June 6, 2024 for Reviewing Stage (southeast quadrant)

**Marketing/Communications:**

- The City of Belleville would like to provide additional promotion for your event. Upon approval by the City Council, please contact Madison Faulkner, [mfaulkner@belleville.net](mailto:mfaulkner@belleville.net); 618-233-6810 to coordinate

**Miscellaneous:**

- **Resolution to be sent to IDOT for approval**
- Certificates of Insurance - received
- Banner to be placed across North Illinois Street for parade and Festival of Food

**This request will go before City Council on Tuesday, February 20, 2024, 7:00pm, City Hall, Council Chambers, 101 South Illinois Street, Belleville, IL.**

A letter advising of the Council's decision will be sent to you via email.

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

Respectfully,

Jenny  
Jennifer Gain Meyer, MS, LEHP  
City Clerk  
City of Belleville  
101 South Illinois Street  
Belleville IL 62220  
618-233-6810  
[jmeyer@belleville.net](mailto:jmeyer@belleville.net)



<https://www.belleville.net/>  
<https://www.facebook.com/welcometobellevilleil>  
[https://twitter.com/Belleville\\_IL](https://twitter.com/Belleville_IL)



OFFICE USE ONLY

Name of Event: Shriners' Festival of Food

Date of Event: Sat 06/08/24

# SPECIAL EVENT REQUEST

Notification is hereby given to the City of Belleville to request a Special Event as follows:

**PLEASE ALLOW MINIMUM (8) WEEKS FOR PROCESSING THE REQUEST. TEN (10) WEEKS PREFERRED.**

**PLEASE ALLOW THREE (3) MONTHS FOR PROCESSING IF EITHER ILLINOIS ROUTE 159 OR ANY OTHER STATE ROUTE THAT WILL BE CLOSED.**

Name(s) of sponsoring organization(s): Ainad Shriners

Name of Event: Belleville Shriners' Feztival of Food

Sat  
Date of Event: June 8th, 2024 Event Starting Time: 11am Event Ending Time: 9pm

6/7 Square +1 block ea way closes through the night after parade and reopens 6/8 at 930-11PM estimated after event ends

Street Closure Time: after parade (FDI) Street Re-Open Time: 11:00PM

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

Name	Address	Phone	Email
Mike Koeneman			
Nick Glass			
Brian Coppotelli			
Jim Kurtz			
Steve Kraus			

6/8 estimated to be multiple vendors and 5,000 Feztival goers

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

Describe the event in detail:

20 + food trucks/vendors, live bands, cornhole tournament, childrens' area. Starts at 11am closes at 9pm

Specify event route from starting point to termination point (a map of the event route is required). Yes.  
please refer to attached map. Area for Festival of Foods will be the Square extending to A Street, Washington Street, High Street  
and First Street.

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

**OFFICE USE ONLY**  
Name of Event: Shriners Festival of Food  
Date of Event: Sat 06/08/24

Are you requesting streets to be closed? If so, list specifics below and note on map of event route:  
Yes, please refer to the attached map. Area of Festival of foods will be the Square extending to  
A Street, Washington Street, High Street and first street \_\_\_\_\_

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

Does this event require any of the following?

- Trash Containers  **Yes**  **No** Number Requested: 40 • Picnic Tables  **Yes**  **No** Number Requested: 40
- Sanitation Vehicle and Manpower  **Yes**  **No** 20-8p
- Electric (if available) (note on map location(s))  **Yes**  **No** Number Requested: TBD • Music  **Yes**  **No** Times: \_\_\_\_\_
- Barricades  **Yes**  **No** Number Requested: \_\_\_\_\_

Comments or Additional Request(s): \_\_\_\_\_

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

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

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

\_\_\_\_\_  
Signature of Person Making Application Printed Name of Person Making Application

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
Phone Number E-mail

DATE OF APPLICATION: \_\_\_\_\_

**Return this form** (via mail/email/in-person): City of Belleville - City Clerk's Office  
101 South Illinois Street  
Belleville, Illinois 62220  
E-mail: [jmeyer@belleville.net](mailto:jmeyer@belleville.net)  
(618) 233-6810

OFFICE USE ONLY

Name of Event: Shriners Festival of Golf  
Date of Event: Sat 06/08/24

<p><b>CHECKLIST</b> (FOR USE BY CITY PERSONNEL ONLY)</p>	<p><b>EVENT INFORMATION</b> (FOR USE BY CITY PERSONNEL ONLY) Completed application/documentation to be sent to city staff prior to meeting. Meeting will be scheduled with all city staff and a representative of the event.</p>
<p><input checked="" type="checkbox"/> Application <input type="checkbox"/> Event Map <input type="checkbox"/> Insurance Certificate</p>	<p>Date Received by City Clerk's Office: <u>02/02/24</u> Scheduled Meeting Date: <u>02/08/24 10:30A</u> Date Approved by Staff: <u>02/08/24</u> Date on Council Agenda: <u>02/02/24</u> Notification Sent to Event Representative of Council Meeting: <u>02/12/24</u></p>
<p><input type="checkbox"/> Approved on: _____ <input type="checkbox"/> Denied on: _____</p> <p>Notification Sent to Event Representative of Council Approval/Denial on: _____</p>	

STAFF REVIEW SECTION

Police Department: \_\_\_\_\_

APPROVED  DENIED DATE: \_\_\_\_\_ INITIALS: \_\_\_\_\_ Fire Department:

FIRE DEPT - FOOD TRUCK INSPECTIONS

APPROVED  DENIED DATE: \_\_\_\_\_ INITIALS: \_\_\_\_\_ Public Works:

Public Works - 40 trash toters, 40 picnic tables, Sanitation truck from 2-8PM, Barricades, No Parking and Post cleanup provided @ an approximate cost of \$1500

APPROVED  DENIED DATE: 2/8/24 INITIALS: JRP Maintenance

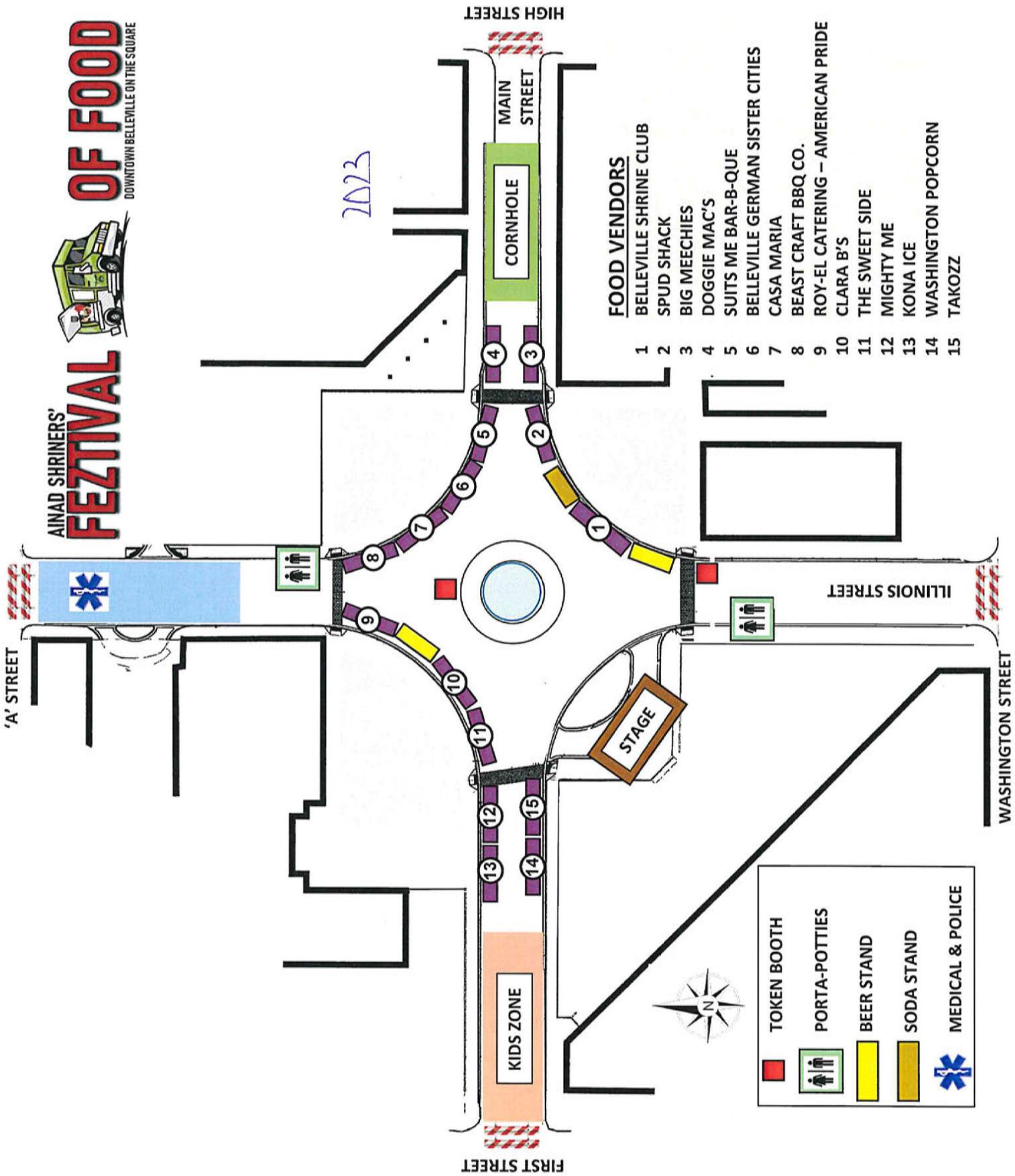
Dept: Electric Panels (see map)

APPROVED  DENIED DATE: 2-8-24 INITIALS: MJS

**AINAD SHRINERS' FESTIVAL OF FOOD**  
DOWNTOWN BELLEVILLE ON THE SQUARE



2023



**FOOD VENDORS**

- 1 BELLEVILLE SHRINE CLUB
- 2 SPUD SHACK
- 3 BIG MEECHIES
- 4 DOGGIE MAC'S
- 5 SUITS ME BAR-B-QUE
- 6 BELLEVILLE GERMAN SISTER CITIES
- 7 CASA MARIA
- 8 BEAST CRAFT BBQ CO.
- 9 ROY-EL CATERING - AMERICAN PRIDE
- 10 CLARA B'S
- 11 THE SWEET SIDE
- 12 MIGHTY ME
- 13 KONA ICE
- 14 WASHINGTON POPCORN
- 15 TAKOZZ

	TOKEN BOOTH
	PORTA-POTTIES
	BEER STAND
	SODA STAND
	MEDICAL & POLICE

## Jenny Meyer

---

**From:** Jenny Meyer  
**Sent:** Monday, February 12, 2024 3:12 PM  
**To:** Mike Koeneman; Nick Glass; Brian Coppotelli; Jim Kurtz; Steve Kraus  
**Cc:** Jason Poole; Craig Maue; Jeff Davis; Stephanie Mills; Curt Lougeay; Michael Schaefer; Lt Rob Thomason (thomasonr@bellevillepolice.org); Niccy Cook; Erin Clifford; Madison Faulkner  
**Subject:** Shriners' Feztival of Food  
**Attachments:** BFD Downtown Regulations.pdf; Food Truck Event SCC Health Dept Guidelines.pdf; Food Truck Safety Sheet.pdf

Mike, Nick, Brian, Jim, Steve:

Thanks for meeting with City staff to review the Shriners' Feztival of Food.

Please see below for a synopsis of event that will go to City Council.

### Event:

- Shriners' Feztival of Food
- Saturday, June 8, 2024
- 11:00am to 9:00pm
- Downtown Belleville
- Food Trucks, Vendors, Bands, Cornhole Tournament, Children's Area

### Street Closures:

- Public Square and one block north/south/east/west
- Close streets 7:30pm on Friday, June 7, 2024 (beginning of parade)
- Open streets 11:00pm on Saturday, June 8, 2024
- Streets to remained closed overnight
- IDOT Permit/COB Resolution required

### Public Works:

- Close streets 7:30pm on Friday, June 7, 2024
- Open streets 11:00pm on Saturday, June 8, 2024
- Post "No Parking" signage by Thursday, June 6, 2024
- Deliver up to 40 picnic tables to NW NE and SE quadrants by Friday, June 7, 2024
- Deliver up to 40 trash toters to NW NE and SE Quadrants by Friday, June 7, 2024
- Provide Sanitation vehicle and manpower 2:00pm to 8:00pm Saturday, June 8, 2024
- Deliver metal bike rack barriers by Friday, June 7, 2024 to NE quadrant
- Organizers responsible to place all picnic tables and trash toters in their drop-off location for pick-up
- Post event clean-up
- Approximate cost to be invoiced \$1500.00 after event

### Police Department:

- Assign 14 Police Officers during event
- Approximate cost to be invoiced \$4000.00 after event

### Maintenance Department:

- Set up power panels as required upon receipt of map
- Approximate cost to be invoiced \$300.00 after event

**Fire Department:**

- Situational awareness

**Marketing/Communications:**

- The City of Belleville would like to provide additional promotion for your event. Upon approval by the City Council, please contact Madison Faulkner, [mfaulkner@belleville.net](mailto:mfaulkner@belleville.net); 618-233-6810 to coordinate

**Miscellaneous:**

- Provide map of vendors/layout at least a week prior to event to City Clerk's Office [jmeyer@belleville.net](mailto:jmeyer@belleville.net)
- Verify stage location/approval with St. Clair County Courthouse
- Submit a Certificate of Insurance naming the City of Belleville as an additional insured in the amount of \$1 million dollars per person and \$2,000,000 aggregate. (City of Belleville, 101 South Illinois Street, Belleville, IL 62220)
- Submit a Certificate of Insurance naming Illinois Department of Transportation as an additional insured in the amount of \$1 million dollars per person and \$2,000,000 aggregate. (Illinois Department of Transportation, 1102 East Port Plaza Drive, Collinsville, IL 62234) - **RECEIVED**
- A Resolution to be approved by City Council to close Illinois 159 with final approval from IL Department of Transportation
- All Food Trucks will need to be licensed by the City of Belleville, City Clerk's Office prior to set-up. Information on food trucks can be located at the following link: <http://belleville.net/603/Permits-Licenses> under Mobile Vendor License
- Banner across North Illinois Street in conjunction with Shriners' Parade
- Special Event Liquor License is required. Please contact Erin Clifford, Mayor's Administrative Assistant, (618) 233-6810, prior to event to obtain license (no additional licenses for downtown restaurants)

This request will go to City Council, Tuesday, February 20, 7:00pm, City Hall Council Chambers, 101 South Illinois Street, Belleville, Illinois.

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

Any questions, please do not hesitate to contact me.

Best,

Jenny  
 Jennifer Gain Meyer, MS, LEHP  
 City Clerk  
 City of Belleville  
 101 South Illinois Street  
 Belleville IL 62220  
 618-233-6810  
[jmeyer@belleville.net](mailto:jmeyer@belleville.net)



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

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

[https://twitter.com/Belleville\\_IL](https://twitter.com/Belleville_IL)



**OFFICE USE ONLY**  
 Name of Event: Food Truck Days  
 Date of Event: Tues/Sundays  
March - Nov

# SPECIAL EVENT REQUEST

Notification is hereby given to the City of Belleville to request a Special Event as follows:

**PLEASE ALLOW MINIMUM (8) WEEKS FOR PROCESSING THE REQUEST. TEN (10) WEEKS PREFERRED.**

**PLEASE ALLOW THREE (3) MONTHS FOR PROCESSING IF EITHER ILLINOIS ROUTE 159 OR ANY OTHER STATE ROUTE THAT WILL BE CLOSED.**

Name(s) of sponsoring organization(s): Shoehorn Brewing not available - Chamber Dinner

Name of Event: Food Truck Days

T: March 5, 12, 19, 26 April: 2, 9, 16, 23, 30 May: 7, 14, 21, 28 June: 4, 11, 18, 25

Date of Event: \_\_\_\_\_ Event Starting Time: \_\_\_\_\_ Event Ending Time: \_\_\_\_\_

July 2, 9, 16, 23, 30 Aug: 6, 13, 20, 27 Sept: 3, 10, 17, 24 Oct 1, 8, 15, 22, 29  
 Street Closure Time: \_\_\_\_\_ Street Re-Open Time: \_\_\_\_\_ Nov 5, 12, 19, 26

S: March 10, 17, 24, 31 April: 7, 14, 21, 28 May: 5, 12, 19, 26 June: 2, 9, 16, 23, 30  
 Name(s) of person(s) responsible for organizing and conducting event: July: 7, 14, 21, 28 Aug 4, 11, 18, 25

Name	Address	Phone	Email
Mike Johnson	225 E. Main St. Belleville, IL 62220	618-416-0204	mike@shoehornbrewing.com
		<u>Oct 6, 13, 20, 27</u>	
		<u>Nov 3, 10, 17, 24</u>	

Number of people ( \_\_\_\_\_ ) animals ( 0 ) vehicles ( 1 ) expected to participate.

Describe the event in detail:

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

2 parking spots N Church (west side)  
behind ADA

OFFICE USE ONLY

Name of Event:

Food Truck Mays  
Tues/Sundays  
March-Now

Date of Event:

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

\_\_\_\_\_  
\_\_\_\_\_

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

Does this event require any of the following?

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

Comments or Additional Request(s): \_\_\_\_\_  
\_\_\_\_\_

**A CERTIFICATE OF INSURANCE NAMING THE CITY OF BELLEVILLE AS AN ADDITIONAL INSURED IS REQUIRED IN THE AMOUNT OF \$1 MILLION DOLLARS PER PERSON AND \$2,000,000 AGGREGATE. YOUR APPLICATION WILL NOT BE CONSIDERED OR APPROVED WITHOUT RECEIPT OF THIS DOCUMENT. (City of Belleville • 101 South Illinois Street • Belleville • IL • 62220)**  
  
**IF EITHER ROUTE 159 OR ANY OTHER STATE ROUTE WILL BE CLOSED, A CERTIFICATE OF INSURANCE NAMING ILLINOIS DEPARTMENT OF TRANSPORTATION AS AN ADDITIONAL INSURED IS REQUIRED IN THE AMOUNT OF \$1 MILLION DOLLARS. YOUR APPLICATION WILL NOT BE CONSIDERED OR APPROVED WITHOUT RECEIPT OF THIS DOCUMENT. (IL Department of Transportation • 1100 East Court Plaza Drive • Collinsville • IL • 62234)**

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



Michael Johnson

Signature of Person Making Application

Printed Name of Person Making Application

225 E. Main St. Belleville, IL 62220

Mailing Address

618-416-0204

mike@shoehornbrewing.com

Phone Number

E-mail

DATE OF APPLICATION: \_\_\_\_\_

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

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

OFFICE USE ONLY

Name of Event: Food Truck Days  
Date of Event: Tues/Sundays

<p align="center"><b>CHECKLIST</b> (FOR USE BY CITY PERSONNEL ONLY)</p>	<p align="center"><b>EVENT INFORMATION</b> (FOR USE BY CITY PERSONNEL ONLY) Completed application/documentation to be sent to city staff prior to meeting. Meeting will be scheduled with all city staff and a representative of the event.</p>
<p><input type="checkbox"/> Application</p> <p><input type="checkbox"/> Event Map</p> <p><input type="checkbox"/> Insurance Certificate</p>	<p>Date Received by City Clerk's Office: <u>02/22/24</u></p> <p>Scheduled Meeting Date: _____</p> <p>Date Approved by Staff: _____</p> <p>Date on Council Agenda: _____</p> <p>Notification Sent to Event Representative of Council Meeting: _____</p>
<p><input type="checkbox"/> Approved on: _____ <input type="checkbox"/> Denied on: _____</p> <p>Notification Sent to Event Representative of Council Approval/Denial on: _____</p>	

**STAFF REVIEW SECTION**

Police Department: \_\_\_\_\_

APPROVED  DENIED DATE: \_\_\_\_\_ INITIALS: \_\_\_\_\_

Fire Department: FOOD TRUCK REQUIREMENTS TO BE FOLLOWED

APPROVED  DENIED DATE: 2/12/24 INITIALS: SM

Public Works: \_\_\_\_\_

APPROVED  DENIED DATE: \_\_\_\_\_ INITIALS: \_\_\_\_\_

Maintenance Department: \_\_\_\_\_

APPROVED  DENIED DATE: \_\_\_\_\_ INITIALS: \_\_\_\_\_

Marketing/Communications: \_\_\_\_\_

APPROVED  DENIED DATE: \_\_\_\_\_ INITIALS: \_\_\_\_\_

## Jenny Meyer

---

**From:** Jenny Meyer  
**Sent:** Monday, February 12, 2024 3:22 PM  
**To:** Mike Johnson  
**Cc:** Jason Poole; Jeff Davis; Craig Maue; Stephanie Mills; Curt Lougeay; Michael Schaefer; Lt Rob Thomason (thomasonr@bellevillepolice.org); Niccy Cook; Erin Clifford; Madison Faulkner  
**Subject:** Shoehorn Brewing - Food Truck Days  
**Attachments:** Food Truck Event SCC Health Dept Guidelines.pdf; Food Truck Safety Sheet.pdf; BFD Downtown Regulations.pdf

Mike:

Staff reviewed your request for Food Truck Days. Below is a synopsis of the event that will go to Council for final approval.

### **Event:**

- Food Truck Days
- Shoehorn Brewing
- Tuesdays 5:00pm to 9:00pm
- Sundays 12:00pm to 9:00pm
- March through November (every Tuesday/Sunday)
- **Exception: Tuesday, May 7, 2024 no food trucks due to Chamber 100<sup>th</sup> Anniversary**

### **Street Closure:**

- Use of 2 parking spots first block of North Church – west side of street
- Not to include the ADA
- Tuesdays 5:00pm to 9:00pm
- Sundays 12:00pm to 9:00pm

### **Public Works:**

- Deliver cones to Shoehorn Brewing (225 East Main Street) prior to Tuesday, March 5, 2024
- Pick-up cones after Tuesday, November 26, 2024
- Organizer(s) responsible for setting up cones to block parking spots for food truck at approved times

### **Police Department:**

- Situational awareness

### **Fire Department:**

- See attached food truck safety sheet
- Situational awareness

### **Maintenance Department:**

- Situational awareness

### **Marketing/Communications:**

- The City of Belleville would like to provide additional promotion for your event. Upon approval by the City Council, please contact Madison Faulkner; mfaulkner@belleville.net; 618-233-6810 to coordinate

**Miscellaneous:**

- **Organizer does not intend to serve alcohol for off premise consumption, if that were to change a Special Event Liquor License is required. Please contact Erin Clifford, Mayor's Administrative Assistant, (618) 233-6810, prior to event to obtain license and provide necessary liquor liability insurance**
- All Food Trucks required to be licensed by the City of Belleville, City Clerk's Office prior to set-up. Information on food trucks can be located at the following link: <http://belleville.net/603/Permits-Licenses> under Mobile Vendor License
- See attached St Clair County Health Department food truck guidelines for food truck vendor(s) information

Your request will go to City Council for final decision on Tuesday, February 20, 2024, 7:00pm, City Hall, Council Chambers, 101 South Illinois Street, Belleville, Illinois 62220.

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

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

Best,

Jenny  
Jennifer Gain Meyer, MS, LEHP  
City Clerk  
City of Belleville  
101 South Illinois Street  
Belleville IL 62220  
618-233-6810  
[jmeyer@belleville.net](mailto:jmeyer@belleville.net)



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

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

[https://twitter.com/Belleville\\_IL](https://twitter.com/Belleville_IL)

**OFFICE USE ONLY**  
 Name of Event: Food Truck Days  
 Date of Event: Tues/Sundays

<b>CHECKLIST</b> <small>(FOR USE BY CITY PERSONNEL ONLY)</small>	<b>EVENT INFORMATION</b> <small>(FOR USE BY CITY PERSONNEL ONLY)</small> <small>Completed application/documentation to be sent to city staff prior to meeting. Meeting will be scheduled with all city staff and a representative of the event.</small>
<input type="checkbox"/> Application <input type="checkbox"/> Event Map <input type="checkbox"/> Insurance Certificate	Date Received by City Clerk's Office: <u>02/22/24</u> Scheduled Meeting Date: _____ Date Approved by Staff: _____ Date on Council Agenda: _____ Notification Sent to Event Representative of Council Meeting: _____
<input type="checkbox"/> Approved on: _____ <input type="checkbox"/> Denied on: _____ Notification Sent to Event Representative of Council Approval/Denial on: _____	

**STAFF REVIEW SECTION**

Police Department: \_\_\_\_\_  
 \_\_\_\_\_

APPROVED     DENIED    DATE: \_\_\_\_\_    INITIALS: \_\_\_\_\_

Fire Department: \_\_\_\_\_  
 \_\_\_\_\_

APPROVED     DENIED    DATE: \_\_\_\_\_    INITIALS: \_\_\_\_\_

Public Works: Cores provided as requested.  
 \_\_\_\_\_

APPROVED     DENIED    DATE: 2/12/24    INITIALS: JRP

Maintenance Department: \_\_\_\_\_  
 \_\_\_\_\_

APPROVED     DENIED    DATE: \_\_\_\_\_    INITIALS: \_\_\_\_\_

Marketing/Communications: \_\_\_\_\_  
 \_\_\_\_\_

APPROVED     DENIED    DATE: \_\_\_\_\_    INITIALS: \_\_\_\_\_

## **RESOLUTION 3505**

Illinois Department of Transportation  
PARADE OR EVENT RESOLUTION  
Effective January 1, 2017

WHEREAS, the **Ainad Shriners'** are sponsoring a **Shriners' Parade** and **FEZtival of Food** in the City of Belleville which constitutes a public purpose;

WHEREAS, this **Shriners' Parade** and **FEZtival of Food** will require the temporary closure of **IL 159 at Public Square**, a State Highway in the City of Belleville on **Friday, June 7, 2024, 7:30pm through Saturday, June 8, 2024, 11:00 p.m.**;

WHEREAS, Section 4-408 of the Illinois Highway Code authorizes the Department of Transportation to issue permits to local authorities to temporarily close portions of State Highways for such public purposes.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Belleville that permission to close off **IL 159 at Public Square** on **Friday, June 7, 2024, 7:30pm through Saturday, June 8, 2024, 11:00 p.m.** as above designated, be requested of the Department of Transportation.

BE IT FURTHER RESOLVED that this closure shall occur during the approximate time period between **Friday, June 7, 2024, 7:30pm through Saturday, June 8, 2024, 11:00 p.m**

BE IT FURTHER RESOLVED that traffic from that closed portion of highway shall be detoured over routes with an all-weather surface that can accept the anticipated traffic, which will be maintained to the satisfaction of the Department and which is conspicuously marked for the benefit of traffic diverted from the State highway. (The parking of vehicles shall be prohibited on the detour routes to allow an uninterrupted flow of two-way traffic.)\* The detour route shall be as follows:

\* To be used when appropriate.

BE IT FURTHER RESOLVED, that the **City of Belleville** assumes full responsibility for the direction, protection, and regulation of the traffic during the time the detour is in effect.

BE IT FURTHER RESOLVED, that police officers or authorized flaggers shall at the expense of the **Ainad Shriners** be positioned at each end of the closed section and at other points (such as intersections) as may be necessary to assist in directing traffic through the detour.

BE IT FURTHER RESOLVED, that police officers, flaggers, and officials shall permit emergency vehicles in emergency situations to pass through the closed area as swiftly as is safe for all concerned.

BE IT FURTHER RESOLVED, that all debris shall be removed by the **City of Belleville** prior to reopening the State highway.

BE IT FURTHER RESOLVED, that such signs, flags, barricades, etc., shall be used by the **City of Belleville** as may be approved by the Illinois Department of Transportation. These items shall be provided by the **City of Belleville**.

BE IT FURTHER RESOLVED, that the closure and detour shall be marked according to the Illinois Manual on Uniform Traffic Control Devices.

BE IT FURTHER RESOLVED, that an occasional break shall be made in the procession so that traffic may pass through. In any event, adequate provisions will be made for traffic on intersecting highways pursuant to conditions noted above. (Note: This paragraph is applicable when the Resolution pertains to a Parade or when no detour is required.)

BE IT FURTHER RESOLVED, that to the fullest extent permitted by law, the **Ainad Shriners'** shall be responsible for any and all injuries to persons or damages to property, and shall indemnify and hold harmless the Illinois Department of Transportation, its officers, employees and agents from any and all claims, lawsuits, actions, costs and fees (including reasonable attorneys' fees and expenses) of every nature or description, arising out of, resulting from or connected with the exercise of authority granted by the Department which is the subject of this resolution. The obligation is binding upon the **Ainad Shriners'** regardless of whether or not such claim, damage, loss or expense is caused in part by the act, omission or negligence of the Department or its officers, employees or agents.

BE IT FURTHER RESOLVED, that the **Ainad Shriners'** shall provide a comprehensive general liability policy or an additional named insured endorsement in the minimum amount of **\$1,000,000 per person and \$2,000,000 aggregate** which has the Illinois Department of Transportation, its officials, employees and agents as insureds and which protects them from all claims arising from the requested road closing. A copy of said policy or endorsement will be provided to the Department before the road is closed.

BE IT FURTHER RESOLVED, that a copy of this resolution be forwarded to the Illinois Department of Transportation, District 8, to serve as a formal request for the permission sought in this resolution and to operate as part of the conditions of said permission.

ADOPTED by the City Council of the City of Belleville this 20th day of February, 2024, A.D.

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MUNICIPAL CLERK

APPROVED by the Mayor of the City of Belleville this 21<sup>st</sup> day of February, 2024, A.D.

ATTEST:

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MUNICIPAL CLERK

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MAYOR

**ORDINANCE NO. 9248-2024**

**AN ORDINANCE AUTHORIZING SALE/CONVERSION OF PERSONAL PROPERTY  
(1990 TCM FORKLIFT FROM WASTEWATER TREATMENT PLANT)**

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 an TCM 1990 Forklift Model FG4ON5 (Serial: 4422070) formerly used by the Belleville WasteWater Treatment Plant, ("Property"), that it finds to be no longer necessary or useful to the Belleville WasteWater Treatment Plant;

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 20<sup>th</sup> day of February, 2024 on the following roll call vote:

	<b><u>AYE</u></b>	<b><u>NAY</u></b>
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 21<sup>st</sup> day of February, 2024

\_\_\_\_\_  
PATTY GREGORY, MAYOR

ATTEST:

\_\_\_\_\_  
JENNIFER GAIN MEYER, CITY CLERK

**ORDINANCE NO. 9249-2024**

**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 I (No Parking Areas), Section (1) (No Parking at Any Time) is hereby amended by adding the following parking restriction thereunder:

<u>Street (Side)</u>	<u>Location</u>
East Adams	100 block of East Adams on south side of the street between alley and South Jackson

**Section 2.** That Chapter 76 (Parking Schedules), Schedule I (No Parking Areas), Section (1) (No Parking at Any Time) is hereby amended by adding the following parking restriction thereunder:

<u>Street (Side)</u>	<u>Location</u>
East Adams	100 block of East Adams on south side of the street between alley and South Jackson

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

**Section 4.** Any person violating this Ordinance shall be subject to the penalties of Article VII (Traffic Code), Chapter 70 (General Provisions), Section 70.999 (Penalty).

**Section 5.** 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 20<sup>th</sup> day of February, 2024 on the following roll call vote:

	<u><b>AYE</b></u>	<u><b>NAY</b></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 21<sup>st</sup> day of February, 2024.

\_\_\_\_\_  
PATTY GREGORY, MAYOR

ATTEST:

\_\_\_\_\_  
JENNIFER GAIN MEYER, CITY CLERK

**ORDINANCE NO. 9250-2024**

**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 (Through Streets, Stop and Yield Intersections), Section (A) (Through Streets, Stop Intersections) is hereby amended by creating a stop intersection with stop signs at the following location:

**Intersection Location**

Bunsen and the intersection with the through street of South 16<sup>th</sup> 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 20<sup>th</sup> day of February, 2024 on the following roll call vote:

	<b><u>AYE</u></b>	<b><u>NAY</u></b>
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 21<sup>st</sup> day of February, 2024.

\_\_\_\_\_  
PATTY GREGORY, MAYOR

ATTEST:

\_\_\_\_\_  
JENNIFER GAIN MEYER, CITY CLERK

**ORDINANCE NO. 9251-2024**

**A ZONING ORDINANCE IN RE CASE 41-JUL22-  
High Haven Dispensary, 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 for a Special Use Permit to establish and operate an adult-use cannabis dispensing organization, located at 360 S. Greenmount Road (09-30.0-111-009) located in a “C-2” Heavy Commercial District, was filed and approved via Ordinance 9083-2022 on August 15, 2022 in the name of Emerald Coast, LLC.

**Whereas**, a Special Use Permit expires in one year unless substantial development has been completed which has not occurred to date requiring an extension to the previously approved Special Use Permit.

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

**Section 1.** That the request for the previously approved Special Use Permit to establish and operate an adult-use cannabis dispensing organization, located at 360 S. Greenmount Road (09-30.0-111-009) located in a “C-2” Heavy Commercial District, is hereby **extended until December 31, 2024 in the name of High Haven Dispensary, LLC or its assignees.**

**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 20<sup>th</sup> day of February, 2024 on the following roll call vote:

	<u><b>AYE</b></u>	<u><b>NAY</b></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	_____	_____

APPROVED by the Mayor of the City of Belleville, Illinois this 21<sup>st</sup> day of February, 2024.

\_\_\_\_\_  
PATTY GREGORY, MAYOR

ATTEST:

\_\_\_\_\_  
JENNIFER GAIN MEYER, CITY CLERK

**ORDINANCE NO. 9252-2024**

**AN ORDINANCE AUTHORIZING SALE/CONVERSION OF PERSONAL PROPERTY  
(MISCELLANEOUS FURNITURE – SIJWDC – LYNX LODGE)**

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 furniture (Exhibit A) formerly used by the Southwestern IL Justice and Workforce Development Campus (Lynx Lodge), (“Property”), that it finds to be no longer necessary or useful to the Southwestern IL Justice and Workforce Development Campus;

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 20<sup>th</sup> day of February, 2024 on the following roll call vote:

	<b><u>AYE</u></b>	<b><u>NAY</u></b>
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 21<sup>st</sup> day of February, 2024

\_\_\_\_\_  
PATTY GREGORY, MAYOR

ATTEST:

\_\_\_\_\_  
JENNIFER GAIN MEYER, CITY CLERK

SYS DATE:02/14/24

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

SYS TIME:16:50

DATE: 02/20/24

Tuesday February 20,2024

[NCS]  
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VENDOR #	NAME	DEPT.	AMOUNT
=====			
13	MOTOR FUEL TAX FUND		
CA006	CARGILL SALT	13-00	19,793.06
CH058	CHRIST BROS. PRODUCTS LLC	13-00	5,959.00
EL001	ELECTRICO, INC.	13-00	426.01
LO029	LOCHMUELLER GROUP	13-00	6,408.00
	**TOTAL		32,586.07
			-----
	13 MOTOR FUEL TAX FUND	GRAND TOTAL	32,586.07