

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



MONDAY, MAY 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

7-A. Mayor Gregory will read a proclamation in honor of all graduating high school seniors proclaiming May 2024 as 'High School Senior Recognition Month'

7-B. Mayor Gregory will recommend the reappointment of Cassandra Thompson to serve a 3-year term on the Library Board

7-C. Mayor Gregory will recommend the reappointment of Hattie Hayes to serve a 2-year term on the Human Relations Commission

8. APPROVAL OF MINUTES

8-A. Motion to approve City Council Meeting Minutes of May 6, 2024

9. CLAIMS, PAYROLL AND DISBURSEMENTS

9-A. Motion to approve claims and disbursements in the amount of **\$3,118,729.00**, payroll in the amount of **\$1,033,197.39**

10. REPORTS

10-A. Motion to approve City Attorney's Report dated May 16, 2024

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

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

11-A(1). Motion to approve DMS Contracting, Inc., lowest responsible bidder, in the amount of \$367,808.00 for the 2024-2025 Roadway Oil/Chip Program

11-A(2). Motion to approve Kilian Corporation, lowest responsible bidder, in the amount of \$770,832.27 for the 2024-2025 Asphalt Patch Program (MFT/TIF)

11-A(3). Motion to approve the extension of the 70/30 Residential Sidewalk Replacement Program May 1, 2024 through April 30, 2025 (MFT/TIF)

11-B. MOTIONS FROM **TRAFFIC**

11-B(1). Motion to approve renaming South 6th Street to Centreville Avenue (section from West Main Street to Lincoln Street)

11-B(2). Motion to remove the 2-way Stop Sign at intersection of West Washington Street and South 6th Street

- 11-B(3). Motion to approve request for one(1) Handicap Accessible Parking Spot across the street from 316 South 16th Street (In Name of Applicant Only)

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

- 11-C(1). Motion authorizing the sale/conversion of miscellaneous equipment and 2007 Ford Expedition (VIN: xxx21173) (Fire Department)

11-D. MOTION FROM **ADMINISTRATION**

- 11-D(1). Motion to approve a Loan Agreement with IL Environmental Protection Agency as part of the Water Pollution Control Loan Program in the amount of \$9,000,000.00 for storm sewer and detention pond construction in the East Creek Watershed

11-E. MOTIONS FROM **FINANCE**

- 11-E(1). Motion to waive formal bidding procedures and purchase one (1) new 2024 Ford F-250 Pick-Up Truck from Broadway Ford matching State bid price in the amount of \$55,500.00 for the Maintenance Department
- 11-E(2). Motion to approve an agreement with the Helene & Dennis Sparger Center for Performing Arts for the use of classrooms at Campus (SIJWDC) Auditorium for five years commencing on June 1, 2024
- 11-E(3). Motion to approve FY25 Budget Amendments, as recommended by the Finance Director (encumbrances from prior year)

12. COMMUNICATIONS

12-A. **BRIGG'S 3RD ANNUAL CAR, MOTORCYCLE, JEEP CRUISE – 05/25/2024**

Request from McIlravy's to host Brigg's 3rd Annual Car, Motorcycle,

Jeep Cruise, Saturday, May 25, 2024, 12:00pm to 1:59am (05/26/2024). City street closure request: North 30th Street from West Main to Vernier, 10:30am to 11:59pm. Alleys to remain open and accessible at all times for residential traffic and Emergency Responders. Additional City services: barricades, trash toters, picnic tables and “No Parking” signage

12-B. **DOWN THE HALL HOMEBREW ANNIVERSARY PARTY – 06/15/2024**

Request from Down the Hall Homebrew to host 5th Anniversary Party, Saturday, June 15, 2024, 12:00pm to 10:00pm. Use of Paderborn Square and 2 parking spots on North Church (west side) for a food truck, 12:00pm to 10:00pm. Additional City services: cones, “No Parking” signage and picnic tables

12-C. **LINCOLN THEATRE CONCERT – 11/16/2024**

Request from Lincoln Theatre to change date of Steve Augeri concert to Saturday, November 16, 2024. Request for use of City parking lot and barricades remains the same

13. **PETITIONS**

14. **RESOLUTIONS**

14-A. **RESOLUTION 3513**

A Resolution Amending the Annual Budget of the City of Belleville, Illinois for the Fiscal Year Beginning on the First Day of May 2024 and Ending on the 30th Day of April, 2025 (prior year encumbrances)

15. **ORDINANCES**

15-A. **ORDINANCE 9279-2024**

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-B. **ORDINANCE 9280-2024**

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-C. **ORDINANCE 9281-2024**

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-D. **ORDINANCE 9282-2024**

An Ordinance Authorizing Sale/Conversion of Personal Property (Miscellaneous Equipment and 2007 Ford Expedition) (Fire Department)

15-E. **ORDINANCE 9283-2024**

An Ordinance Authorizing Loan Agreement (Water Pollution Loan Program – Home Rule Entity)

16. UNFINISHED BUSINESS

17. MISCELLANEOUS & NEW BUSINESS

17-A. Motor Fuel Claims in the Amount of **\$16,281.33**.

18. EXECUTIVE SESSION

18-A. The City Council may go into executive session to discuss the purchase or lease of property (5 ILCS 120/2(c)(5)), sale or lease of property (5 ILCS 120(c)(6))

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, May 6, 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 Schneider, Alderperson Duco, Alderperson Eros, Alderperson Randle, Alderperson Anthony, Alderperson Ovian, Alderperson Dintelman, Alderperson Schaefer, Alderperson Stiehl, Alderperson Rothweiler, Alderperson Weygandt, Alderperson Osthoff.

Excused: Alderperson Ferguson, Alderperson Elmore, Alderperson Sullivan.

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; Director of IT, Ty Buckner, City Engineer, Scott Saeger; Director of Health, Housing & Building, Scott Tyler; Director of Economic Development, Planning & Zoning, Clifford Cross; Director of Human Resources, Director of Human Resources, William Clay.

Excused: Director of Maintenance, Mike Schaefer.

PLEDGE

PUBLIC HEARING

None.

PUBLIC PARTICIPATION

Michael Hagberg: You recently had a Special City Council meeting and, on the agenda, it stated that it was for property acquisition for Community Solar. Had I known that it was actually as the BND reported for the purchase of the cemetery, I may have attended that meeting and made a comment. I am sure it wouldn't have made any difference, but I would have been better informed. By not informing people what the true item on the agenda is, is a violation of the Open Meetings Act. The public really should know what the items are and what is being discussed so they have a chance to look more in to it. The other thing that came about was that with Community Solar, there is a clause in there saying if you have electric aggregation you cannot participate in Community Solar. I am not sure if anyone is aware of that, but it is a clause that is in the agreement that we currently have. I didn't know if there were plans on terminating the agreement with Constellation or just letting it expire and moving forward with that.

PRESENTATIONS, RECOGNITIONS & APPOINTMENTS

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

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

APPROVAL OF MINUTES

Aldersperson Eros made a motion second by Aldersperson Schaefer to approve the City Council and Executive Session Meeting Minutes of April 15, 2024 and April 30, 2024.

All members voted aye.

Motion carries.

CLAIMS, PAYROLL AND DISBURSEMENTS

Aldersperson Eros made a motion second by Aldersperson Schaefer to approve claims and disbursements in the amount of **\$2,938,049.07** and payroll in the amount of **\$999,035.30** (April 19, 2024) and **\$1,023,217.90** (May 3, 2024).

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

Motion carries.

REPORTS

Aldersperson Rothweiler made a motion second by Aldersperson Eros to approve Treasurer Report - March 2024 and a motion to approve Statement of Cash and Investments Report – March 2024

All members voted aye.

Motion carries

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

STREETS & GRADES

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

Motion to approve Lochmueller Group, in the amount of \$39,950.00 to provide Professional engineering, Surveying, Planning and/or Environmental Services on an “as-needed” basis (MFT/TIF Funds)

Motion of Support to direct Oates Associates to present the Road Diet concept to IDOT for W. Main (28th to 49th Streets)

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

Motion carries.

ZONING BOARD OF APPEALS

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

11-APR24 UNITED INK – TIM MIESNER (INTEGRITY TATTOOS):

Request for a Sign Installation Permit in the Area of Special Control at 120 East Main Street (08-22.0-338-017) located in a “C-2” Heavy Commercial District. (Applicable sections of the City Code: 155.052, 155.053, 155.090) Ward 6. *Zoning Board of Appeals recommended APPROVAL with a vote of 4-0*

12-APR24 UNITED INK – TIM MIESNER (TRUCK WORKS):

Request for a Sign Installation Permit in the Area of Special Control at 18 North 3rd Street (08-21.0-436-047) located in a “C-2” Heavy Commercial District. (Applicable sections of the City Code: 155.052, 155.053, 155.090) Ward 2. *Zoning Board of Appeals recommended APPROVAL with a vote of 4-0*

13-APR24 UNITED INK – TIM MIESNER (MAYA):

Request for a Sign Installation Permit in the Area of Special Control at 106 East Main Street (08-22.0-338-047) located in a “C-2” Heavy Commercial District. (Applicable sections of the City Code: 155.052, 155.053, 155.090) Ward 6. *Zoning Board of Appeals recommended APPROVAL with a vote of 4-0*

14-APR24 – NICOLAS VELASCO:

Request for a Special Use Permit for “outdoor dining/seating” at 106 East Main Street (08-22.0-338-047) located in a “C-2” Heavy Commercial District. (Applicable sections of the City and Zoning Code: 118.01, 162.248, 162.400, 162.515) Ward 6. *Zoning Board of Appeals recommended APPROVAL with a vote of 4-0*

17-APR24 – ROBERT ECKMAN / BELLEVILLE BOOKS:

Request for a Sign Installation Permit in the Area of Special Control at 20 East Main Street (08-21.0-445-038) located in a “C-2” Heavy Commercial District. (Applicable sections of the City Code: 155.052, 155.053, 155.090) Ward 6. *Zoning Board of Appeals recommended APPROVAL with a vote of 4-0*

18-APR24 – AAIC, INC.:

Request for a Sign Installation Permit in the Area of Special Control at 15 East Washington Street (08-21.0-445-010) located in a “C-2” Heavy Commercial District. (Applicable sections of the City Code:

155.052, 155.053, 155.090) Ward 6. *Zoning Board of Appeals recommended APPROVAL with a vote of 4-0*

19-APR24 STRAIGHT UP SOLAR / UNITED PRESBYTERIAN CHURCH:

Request for a Special Use Permit for a “Solar Farm Energy System (SFES)” at 1303 Royal Heights Road (08-08.0-100-002) located in an “A-2” Two-Family District. (Applicable sections of the Zoning Code: 162.169, 162.430, 162.515) Ward 4. *Zoning Board of Appeals recommended APPROVAL with all present members voting, with a vote of 4-0*

20-APR24 JOHN ERLINGER:

Request for a Use Variance to establish and operate a “Retail Boutique Store” at 202 South Church Street (08-27.0-117-043) located in an “A-1” Single-Family Residence District (Applicable sections of the Zoning Code: 162.093, 162.570) Ward 6. *Zoning Board of Appeals recommended APPROVAL with a vote of 4-0*

21-APR24 – THE SHOPPES AT THE OLDE TOWNE MALL.:

Request for a Sign Installation Permit in the Area of Special Control at 310-314 East Main Street (08-22.0-340-004) located in a “C-2” Heavy Commercial District. (Applicable sections of the City Code: 155.052, 155.053, 155.090) Ward 6. *Zoning Board of Appeals recommended APPROVAL with a vote of 4-0*

Aldersperson Ovian: In the agreement that we reached with each and every party, is there any discussion regarding once the business is no longer in operation what happens with the sign.

Director of Economic Development, Planning & Zoning, Clifford Cross: Your sign code actually comes out of 155, it is really not Zoning, but it also talks about provisions of the code where if you no longer occupy a business you lose that right to continue to use that sign, some businesses, we have to rewrite the Sign Code first off because it is truly outdated, we are working on that, but there are provision to remove the signs on the structures upon cease of occupancy over a certain period of time, but I think off the top of my head it is ninety days. Then we would have to go out and make them remove the sign. Now, in the past, when I am talking about the sign code, it has been a practice where the structure itself stays up and we just take out the box cover that has the advertising to it and say it is no longer a sign advertising a business, it actually becomes a billboard is what it is called, that is the type of thing we have to end as we go. This really isn't an agreement, you are just requiring agreement in front of the Zoning Board of Appeals and the City Council because these are specifically in the area of Special Control and I apologize Jenny, I don't know how you read all of these because there is a lot of them coming in and we are looking at amendments to reduce that maybe it is just an action of the Zoning Board of Appeals formally makes an approval of that, I have to look at that, but these are here just because they are in the area of Special Control. You still have that regulatory control on any sign in the City out of 155.

Mayor Gregory: Raffi I know exactly which sign you are talking about on the west end, that has actually been blacked out now, so there is no sign of what was there at all. I mean there is still a sign there but just like - - -

Director of Economic Development, Planning & Zoning, Clifford Cross: I assume it is a dental property?

Mayor Gregory: It is the one at the wedge. So it has been taken off the sign.

Director of Economic Development, Planning & Zoning, Clifford Cross: Technically I want to talk about - - that becomes a problem because the primary structure is gone, you can't have an accessory sign without a primary structure. The concern that we had, and I am working on some of our codes to get that addressed, is that in a sense now because a billboard sign because it is a stand alone sign or contingent, so we need to get that addressed, we will be working on that.

Aldersperson Ovian: Let me make a correction here, that was not the sign I was referring to - - -

Mayor Gregory: Oh, okay, I thought it was because we had discussed it before.

Aldersperson Ovian: The big sign has a cover over it and says it is for sale. The one I have the question on is the for the insurance company Bridges across the street, they are no longer in business, the sign is still up.

Director of Economic Development, Planning & Zoning, Clifford Cross: I truly understand where you are coming from it is an enforcement issue at this point, that is why we are trying to clean up the Ordinance as opposed to potentially having it controlled by a couple of different entities in terms of the enforcement, when it comes through the Building Commissioner as opposed to Zoning, the option that I am looking at is trying to bring it in completely in the underlining zoning Ordinance in the section of Zoning Code that way if we notice them, then they have the right to appeal and we can address it and move forward at that point. I think it is more enforcement ability if you bring it into the Zoning Code, that is how I have seen it in the past and that is what I am looking to do at this point.

All members voted aye.

Motion carries.

ADMINISTRATION

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

Motion to approve the Infill Development Program Development Agreement with C.A. Jones for the property commonly known as 201 Portland Avenue

Motion to approve the Infill Development Program Development Agreement with C.A. Jones for the property commonly known as 316 East B Street

Motion to approve the Infill Development Program Development Agreement with C.A. Jones for the property commonly known as 1712 Scheel Street

Motion to approve the Infill Development Program Development Agreement with C.A. Jones for the property commonly known as 1715 Scheel Street

Motion to approve the Infill Development Program Development Agreement with C.A. Jones for the property commonly known as 1008 Cart Lane

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

Motion carries.

Aldersperson Eros made a motion second by Aldersperson Schaefer to approve the Infill Development Program Development Agreement with C.A. Jones for the property commonly known as 24 Queensway Drive.

Aldersperson Randle: I guess this question would be for Mr. Cross. I would like to know if it is still the intention of the contractor or the administration to divide this single-family lot to build two properties.

Director of Economic Development, Planning & Zoning, Clifford Cross: We have not followed up on that, obviously it is not in accordance with this agreement because he did not include that section of the Infill Ordinance. If you look at how this Development Agreement was tailored, what we did was take sections out of one 164 is your Infill Program, there are provisions in there that you can incorporate as part of the Development Agreement, it ranges from Tax Abatement to Fee Waivers to all the way down to making in a sense a Variance to Zoning requirements, it talks about the ability to do that, in a sense of building on an unbuildable lot. Where I am going with that, with this specific agreement did not include that because we did not want to give them that availability. If that is an option, if they want to approach in the future, we are going to take, like we would with any other variance it would have to go through a full Public Hearing process, go through ZBA for a recommendation, would have to come to you and then you would have to approve that eventually. The short answer is no, because we wanted to protect the neighbors, because the neighbors should have a say, if you are going to be pushing a house up closer than the required setbacks in that underlying Zoning District.

Aldersperson Randle: This will be one home on this single lot?

Director of Economic Development, Planning & Zoning, Clifford Cross: Currently, the way that it is written, it is one home and that is why we did not incorporate the plat that creates enough for the three lots. Now I am not saying that they cannot come back and apply for something, but per this agreement no.

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

Motion carries

COMMUNICATIONS

RUMMAGEPALOOZA – 06/01/2024

Request from Tapestry of Community Offerings (TOCO) to host RummagePalooza 2024, Saturday, June 1, 2024, 10:00am to 4:00pm. Street closure request: City Parking Lot at 10th & West Main Street, 8:00am to 6:00pm. Additional City service: “No Parking” signage and trash toters.

JUNETEENTH CELEBRATION – 06/15/2024

Request from Kappa Alpha Psi Fraternity to host a Juneteenth Celebration, Saturday, June 15, 2024, 12:00pm to 6:00pm at 802 West “C” Street and Gass Park. Additional City services: picnic tables and trash toters.

GORETZKE CANCER BENEFIT – 06/24/2024

Request from Tavern on Main and Goretzke Family to host Sharon Goretzke Cancer Benefit, Monday, June 2, 2024, 6:00pm to 10:00pm. Street closure request: North Church Street from East Main to alley entrances, 4:00pm to 11:59pm and use of Paderborn Square. Additional City services: “No Parking” signage, picnic tables, trash toters and barricades.

GINGERBREAD 5K – 12/07/2024

Motion from Parks & Recreation to host Gingerbread Run/Walk 5k, Saturday, December 7, 2024, 8:00am to 10:30am and Kids Fun Run, 8:00am to 8:30am. Street closure request: West Main Street from 4th to 6th Street (east bound lane), 7:00am to 10:30am; 5k route rolling street closure 8:30am to 10:30am. Additional City services requested: barricades, Public Works and Police Personnel, electric, trash cans, and banner across West Main Street prior to event.

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

All members present voted aye.

Motion carries.

RESOLUTIONS

Aldersperson Eros made a motion second by Aldersperson Stiehl to read Resolutions 3512 by title only.

All members present voted aye.

Motion Carries.

RESOLUTION 3512

A Resolution of Joint Funding with Illinois Department of Transportation for Improvements to West Washington Street in the amount of \$889,000.00

Aldersperson Eros made a motion second by Aldersperson Whitaker to approve the Resolution as read.

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

Motion carries.

ORDINANCES

Aldersperson Anthony made a motion second by Aldersperson Eros to read Ordinances 9270, 9271, 9272, 9273, 9274, 9275, 9276, 9277, and 9278 by title only.

All members present voted aye.

Motion carries.

ORDINANCE 9270-2024

A ZONING ORDINANCE IN RE CASE #11-APR24-United Ink – Tim Miesner (Integrity Tattoos)

ORDINANCE 9271-2024

A ZONING ORDINANCE IN RE CASE #12-APR24-United Ink – Tim Miesner (Truck Works)

ORDINANCE 9272-2024

A ZONING ORDINANCE IN RE CASE #13-APR24-United Ink – Tim Miesner (Maya)

ORDINANCE 9273-2024

A ZONING ORDINANCE IN RE CASE #14-APR24-Nicolas Velasco

ORDINANCE 9274-2024

A ZONING ORDINANCE IN RE CASE #17-APR24-Robert Eckman/Belleville Books

ORDINANCE 9275-2024

A ZONING ORDINANCE IN RE CASE #18-APR24-AAIC, Inc.

ORDINANCE 9276-2024

A ZONING ORDINANCE IN RE CASE #19-APR24-StraightUp Solar/United Presbyterian Church

ORDINANCE 9277-2024

A ZONING ORDINANCE IN RE CASE #20-APR24-John Erlinger

ORDINANCE 9278-2024

A ZONING ORDINANCE IN RE CASE #21-APR24-The Shoppes At Olde Towne Mall

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

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

Motion carries.

UNFINISHED BUSINESS

None.

MISCELLANEOUS & NEW BUSINESS

Aldersperson Schneider made a motion second by Aldersperson Schaefer to pay the Motor Fuel Claims in the Amount of **\$79,919.07**.

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

Motion carries.

EXECUTIVE SESSION

Alderson Randle made a motion second by Alderson Eros to go into executive session to discuss pending and/or probable/imminent litigation (including civil and workers' compensation) (5 ILCS 120/2(c)(11))

All members present voted aye.

Motion carries.

Executive Session Began: 7:25 p.m.
Regular Session Resumed: 7:49 p.m.

Alderson Eros made a motion second by Alderson Schneider to approve the Worker's Compensation Settlement for Rohmel Glover in the amount of \$187,422.00.

Members voting aye on roll call: Dintelman, Schaefer, Stiehl, Rothweiler, Weygandt, Osthoff, Schneider, Duco, Eros, Randle, Anthony, Ovian. (12)

Members voting abstain on roll call: Whitaker (1)

Motion carries.

ADJOURNMENT

Alderson Schaefer made a motion second by Alderson Eros to adjourn at 7:51 p.m.

All members present voted aye.

Motion carries.

Jennifer Gain Meyer, City Clerk

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

GENERAL FUND

00 - Revenue	\$183,008.55
50 - Administration	\$281,113.34
51 - Police	\$110,203.40
52 - Fire	\$42,670.12
53 - Streets	\$16,838.34
54 - Parks	\$15,983.23
55 - Cemetery	\$5,496.52
56 - Hlth/Sanitation	\$78,413.34
61 - Health & Housing	\$506.26
62 - Economic Dev, Planning & Zoning	\$313.76
82 - Mayor	\$85.39
83 - Finance	\$218.70
84 - Human Resources	\$612.42
87 - Maintenance	\$6,868.20
88 - Engineering	\$45.41
GENERAL FUND TOTAL	<u>\$742,376.98</u>

SEWER OPERATIONS

75 - Collections	\$40,781.34
77 - Lines	\$46,351.02
78 - Plant	\$78,045.70
SEWER TOTAL	<u>\$165,178.06</u>

04 - Library	\$74,836.08
07 - Park/Rec	\$4,137.15
12 - General & Community Assistance	\$6,272.94
13 - Motor Fuel Tax Fund	\$16,281.33
15 - Tort Liability Fund	\$14,190.83
20 - Campus Fund	\$14,922.48
22 - Sewer Repair & Replacement	\$12,692.42
24 - Sewer Const.	\$99,255.27
25 - Sewer Bond & Interest	\$1,021,184.61
30 - SSA	\$230.33
38 - TIF 3	\$671,112.14
43 - Capital Projects	\$2,662.25
54 - TIF 12 Sherman St	\$23,804.20
58 - TIF 16 Route 15 West Corridor	\$198,247.02
71 - Police Trust	\$17,425.14
72 - Narcotics	\$2,100.00
75 - TIF 17 E Main Street	\$31,819.77

ALL FUNDS TOTAL \$3,118,729.00

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

12 GENERAL & COMMUNITY ASSISTANCE

AM061	AMEREN ILLINOIS	12-00	818.99
AT029	AT&T MOBILITY	12-00	60.00
CI031	CITY OF BELLEVILLE	12-00	94.77
CU033	CULLEN, RYAN	12-00	234.00
DA105	FULTON PROPERTY MANAGEMENT	12-00	204.78
FR064	FREEWAY INSURANCE	12-00	209.70
IL088	ILLINOIS AMERICAN WATER	12-00	624.40
JC005	J-CO INVESTMENTS LLC	12-00	312.00
NA051	NATIONAL GENERAL INSURANCE	12-00	85.16
NE015	NEW DIRECTION LLC	12-00	312.00
TM004	T-MOBILE	12-00	182.87
UN051	UNITED INSURANCE BROKERAGE FIRM I	12-00	122.25
WH056	WHITEHEAD, MICHAEL	12-00	287.00

***TOTAL 3,547.92

12 GENERAL & COMMUNITY ASSISTANCE GRAND TOTAL 3,547.92

GRAND TOTAL FOR ALL FUNDS: 3,547.92

TOTAL FOR REGULAR CHECKS: 3,547.92

SYS DATE:05/10/24

CITY OF BELLEVILLE
C L A I M S H E E T
Friday May 10, 2024

SYS TIME:15:20
[NCS]
PAGE 1

VENDOR #	NAME	DEPT.	AMOUNT
=====			
01	GENERAL FUND		
	ADMINISTRATION		
551	ILLINOIS AMERICAN WATER	01-50	697.78
	**TOTAL ADMINISTRATION		----- 697.78
	POLICE DEPARTMENT		
4902	AT & T	01-51	500.00
	**TOTAL POLICE DEPARTMENT		----- 500.00
	PARKS DEPARTMENT		
551	ILLINOIS AMERICAN WATER	01-54	405.19
AT012	AT & T MOBILITY	01-54	16.77
	**TOTAL PARKS DEPARTMENT		----- 421.96
01	GENERAL FUND	GRAND TOTAL	1,619.74

SYS DATE:05/10/24

CITY OF BELLEVILLE
C L A I M S H E E T
Friday May 10, 2024

SYS TIME:15:20

[NCS]

DATE: 05/10/24

PAGE 3

VENDOR #	NAME	DEPT.	AMOUNT
=====			
07	PLAYGROUND AND RECREATION		
551	ILLINOIS AMERICAN WATER	07-00	65.02
	**TOTAL		----- 65.02
	07 PLAYGROUND AND RECREATION	GRAND TOTAL	65.02
	GRAND TOTAL FOR ALL FUNDS:		74,399.67
	TOTAL FOR REGULAR CHECKS:		72,767.07
	TOTAL FOR DIRECT PAY VENDORS:		1,632.60

VENDOR #	NAME	DEPT.	AMOUNT
=====			
01	GENERAL FUND		
659	LIBRARY FUND	01-00	24,396.09
AL068	ALEXANDER, JULLIAN	01-00	65.00
ER011	EROS, MARY	01-00	70.00
GE038	GENERAL & COMMUNITY ASSISTANCE FU	01-00	24,009.43
OF010	O'FALLON HARDWARE, LLC, NP PROPER	01-00	1,661.00
SO050	SONOMA CAP RE FUND II, LLC	01-00	2,171.85
SU052	SUMRALL, DANIEL	01-00	500.00
UM001	UMB BANK - CORPORATE TRUST	01-00	130,135.18
	**TOTAL		183,008.55
	ADMINISTRATION		
3119	COMPUTYPE IT SOLUTIONS	01-50	2,553.60
4902	AT & T	01-50	312.59
6563	CHRIST BROS. ASPHALT INC	01-50	84,655.26
6837	TOWN & COUNTRY TITLE COMPANY	01-50	350.00
AT028	AT&T	01-50	3,572.44
BU079	BUSEY BANK	01-50	1,461.50
CD003	SHRED-IT USA LLC	01-50	243.94
CH030	CHARTER COMMUNICATIONS	01-50	256.71
CM006	CMRS-FP	01-50	10,000.00
CO139	CONSTELLATION NEW ENERGY, INC	01-50	7,638.59
PU014	PURITAN SPRINGS	01-50	19.23
SP053	SPECTRUM VOIP	01-50	118.61
SS001	S SHAFER EXCAVATING, INC	01-50	158,337.00
TR068	TRI-STAR SYSTEMS	01-50	198.00
UM001	UMB BANK - CORPORATE TRUST	01-50	10,698.09
	**TOTAL ADMINISTRATION		280,415.56
	POLICE DEPARTMENT		
2245	ILLINOIS DEPT OF EMPLOYMENT SECUR	01-51	4,045.00
3119	COMPUTYPE IT SOLUTIONS	01-51	727.00
3728	DOBBS AUTO CENTERS, INC.	01-51	1,093.34
4902	AT & T	01-51	100.49
515	HOME-BRITE ACE HARDWARE	01-51	11.16
6122	VERIZON WIRELESS	01-51	1,890.52
657	LEON UNIFORM COMPANY, INC.	01-51	836.00
AM063	AMAZON BUSINESS	01-51	94.62
BU079	BUSEY BANK	01-51	2,974.03
CH030	CHARTER COMMUNICATIONS	01-51	186.32
CO051	CONTEMPORARY LIFE SAVING TRAINING	01-51	101.00
DE081	DEPARTMENTWARE, INC	01-51	2,750.00
DI051	DIAMONDBACK AUTOMOTIVE	01-51	1,899.00
ED034	ED MORSE FORD	01-51	292.15
FA026	FACTORY MOTOR PARTS CO	01-51	11.88
GU026	GUARDIAN ALLIANCE TECHNOLOGIES, I	01-51	204.00
HA006	HARDEE'S RESTAURANT INC	01-51	198.80
HU069	HUELS OIL COMPANY	01-51	6,837.74
KE022	KEILBACH, TODD	01-51	275.52

VENDOR #	NAME	DEPT.	AMOUNT
=====			
01	GENERAL FUND		
POLICE DEPARTMENT			
MO104	MORTLAND'S SUPERIOR PRODUCTS, INC	01-51	88.24
OM002	OMNIGO SOFTWARE	01-51	83,228.94
PU014	PURITAN SPRINGS	01-51	38.10
RA057	RAMIREZ, TRISTAN	01-51	93.96
RO129	ROYAL ARMS INTERNATIONAL, INC	01-51	1,019.00
UL005	ULINE	01-51	506.69
UN027	UNIFIRST CORPORATION	01-51	24.90
WI150	WILSON, KYLE	01-51	175.00

**TOTAL POLICE DEPARTMENT			109,703.40
FIRE DEPARTMENT			
182	BANNER FIRE EQUIPMENT INC	01-52	7,158.85
393	DUTCH HOLLOW JANITORIAL SUPPLIES	01-52	1,763.39
4902	AT & T	01-52	199.68
657	LEON UNIFORM COMPANY, INC.	01-52	793.50
726	CLEAN UNIFORM COMPANY	01-52	175.99
834	QUALITY RENTAL CENTER	01-52	125.42
AM063	AMAZON BUSINESS	01-52	219.05
AT028	AT&T	01-52	2,120.68
BE183	BEST WESTERN	01-52	1,776.00
BF001	B & F CONSTRUCTION CODE SERVICES,	01-52	1,365.00
BL047	BLOUNT, JULIAN	01-52	365.54
BU079	BUSEY BANK	01-52	2,295.02
CD003	SHRED-IT USA LLC	01-52	50.09
CH030	CHARTER COMMUNICATIONS	01-52	449.94
CO051	CONTEMPORARY LIFE SAVING TRAINING	01-52	390.00
EM013	EMERGENCY LIGHTS SPECIALIST, LLC	01-52	8,615.00
FR065	MENKHAUS, STEPHEN	01-52	200.00
HA211	HALL, SEAN	01-52	565.55
HU069	HUELS OIL COMPANY	01-52	5,247.86
MO106	MOTOROLA SOLUTIONS, INC	01-52	3,905.52
OM002	OMNIGO SOFTWARE	01-52	2,340.00
OR001	O'REILLY AUTO PARTS	01-52	225.01
SA096	SAUGET, AUSTIN	01-52	550.94
SE034	SENTINEL EMERGENCY SOLUTIONS	01-52	370.21
TR035	TRACTOR SUPPLY CREDIT PLAN	01-52	101.88
UN038	UNIVERSITY OF ILLINOIS	01-52	1,300.00

**TOTAL FIRE DEPARTMENT			42,670.12
STREETS			
2245	ILLINOIS DEPT OF EMPLOYMENT SECUR	01-53	2,892.00
277	CAMPER EXCHANGE, INC.	01-53	254.71
413	ERB TURF EQUIPMENT, INC.	01-53	199.81
4902	AT & T	01-53	104.20
515	HOME-BRITE ACE HARDWARE	01-53	56.94
661	LIESE LUMBER CO., INC.	01-53	148.50
7678	SHILOH VALLEY EQUIPMENT CO	01-53	1,312.92

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

01 GENERAL FUND

STREETS

AM063	AMAZON BUSINESS	01-53	389.77
AR002	ARROW TERMINAL LLC	01-53	46.60
AR047	ARMOR EQUIPMENT	01-53	719.56
BI028	BI-COUNTY SMALL ENGINE CENTER	01-53	646.80
CD003	SHRED-IT USA LLC	01-53	6.00
CH030	CHARTER COMMUNICATIONS	01-53	191.50
CJ001	C J GOODALL TIRE CO, INC	01-53	411.20
DD002	D&D TIRE SERVICE LLC	01-53	230.00
EQ003	EQUIPMENTSHARE.COM, INC	01-53	210.00
GL036	GLASS AND MORE, INC	01-53	398.68
GO005	GOODALL TRUCK TESTING	01-53	41.00
HA210	HANSEN, CHAD	01-53	165.89
HO034	HOME DEPOT CREDIT SERVICES	01-53	586.01
HU069	HUELS OIL COMPANY	01-53	2,465.38
ME037	MEURER BROTHERS, INC	01-53	2,700.00
MI009	MIDWEST INDUSTRIAL SUPPLIES & SER	01-53	479.25
RI050	RIGHT WAY TRAFFIC CONTROL, INC	01-53	705.75
TR035	TRACTOR SUPPLY CREDIT PLAN	01-53	3.99
UN027	UNIFIRST CORPORATION	01-53	196.26
WH062	WHITE CAP, LP	01-53	1,275.62

**TOTAL STREETS

16,838.34

PARKS DEPARTMENT

272	MISSELHORN, BENJAMIN	01-54	29.95
378	DINTELMANN NURSERY & GARDEN CTR,	01-54	1,442.20
393	DUTCH HOLLOW JANITORIAL SUPPLIES	01-54	67.43
4902	AT & T	01-54	304.86
515	HOME-BRITE ACE HARDWARE	01-54	78.57
551	ILLINOIS AMERICAN WATER	01-54	491.83
661	LIESE LUMBER CO., INC.	01-54	558.33
7808	GAMETIME	01-54	1,545.37
AM063	AMAZON BUSINESS	01-54	119.99
AR047	ARMOR EQUIPMENT	01-54	619.00
BI028	BI-COUNTY SMALL ENGINE CENTER	01-54	64.47
CH030	CHARTER COMMUNICATIONS	01-54	119.98
CO139	CONSTELLATION NEW ENERGY, INC	01-54	1,581.85
CU017	CULLIGAN/SCHAEFER WATER CENTERS	01-54	47.60
HO034	HOME DEPOT CREDIT SERVICES	01-54	118.15
HU069	HUELS OIL COMPANY	01-54	1,262.96
JO048	JOHNNY ON THE SPOT 347	01-54	806.10
LO010	LOWE'S	01-54	22.76
MA045	MADD TOWING INC	01-54	125.00
MT001	MTI DISTRIBUTING INC	01-54	137.53
MU029	MULLETT, SCOTT W	01-54	254.89
NO031	NOWAKOWSKI, RANDALL	01-54	300.00
OR001	O'REILLY AUTO PARTS	01-54	698.41
TR035	TRACTOR SUPPLY CREDIT PLAN	01-54	59.98
UN027	UNIFIRST CORPORATION	01-54	184.06

VENDOR #	NAME	DEPT.	AMOUNT
=====			
01	GENERAL FUND		
	PARKS DEPARTMENT		
WU010	WUEBBELS PAINTING LLC	01-54	4,520.00
	**TOTAL PARKS DEPARTMENT		----- 15,561.27
	CEMETERY DEPARTMENT		
413	ERB TURF EQUIPMENT, INC.	01-55	627.01
500	HARTMANN TURF & TRACTOR	01-55	430.50
515	HOME-BRITE ACE HARDWARE	01-55	139.98
707	MIDWESTERN PROPANE GAS CO	01-55	968.45
DO055	DOUBLE D WILDLIFE CONTROL	01-55	3,250.00
UN027	UNIFIRST CORPORATION	01-55	80.58
	**TOTAL CEMETERY DEPARTMENT		----- 5,496.52
	HEALTH & SANITATION		
272	MISSELHORN, BENJAMIN	01-56	593.88
3445	DAVE SCHMIDT TRUCK SERVICE	01-56	3,608.49
486	HANK'S EXCAVATING & LANDSCAPING,	01-56	970.61
4902	AT & T	01-56	208.38
515	HOME-BRITE ACE HARDWARE	01-56	45.95
6311	MILAM RECYCLING & DISPOSAL FACILI	01-56	2,442.67
CO073	COTTONWOOD HILLS RDF	01-56	47,603.82
EQ003	EQUIPMENTSHARE.COM, INC	01-56	210.00
GO005	GOODALL TRUCK TESTING	01-56	82.00
HA212	HARDESTY, KOLBY	01-56	80.87
HU069	HUELS OIL COMPANY	01-56	9,097.71
MA045	MADD TOWING INC	01-56	495.00
MI009	MIDWEST INDUSTRIAL SUPPLIES & SER	01-56	670.50
MI091	MINTON OUTDOOR SERVICES INC	01-56	1,626.14
PA034	PARKS, MICHAEL JR	01-56	300.00
PA110	PAINTERS SUPPLY & EQUIPMENT CO	01-56	15.33
ST043	ST LOUIS COMPOSTING INC	01-56	8,963.75
UN027	UNIFIRST CORPORATION	01-56	523.24
UN049	UNITED INK	01-56	875.00
	**TOTAL HEALTH & SANITATION		----- 78,413.34
	HEALTH & HOUSING		
515	HOME-BRITE ACE HARDWARE	01-61	14.99
CA109	CARDINAL BUICK GMC - BELLEVILLE,	01-61	101.88
HU069	HUELS OIL COMPANY	01-61	389.39
	**TOTAL HEALTH & HOUSING		----- 506.26
	ECONOMIC DEV, PLANNING & ZONING		
MC118	MCCLATCHY COMPANY LLC	01-62	313.76
	**TOTAL ECONOMIC DEV, PLANNING & ZONING		----- 313.76

SYS DATE:05/16/24

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

SYS TIME:08:22

DATE: 05/20/24

Monday May 20,2024

[NCS]
PAGE 6

VENDOR #	NAME	DEPT.	AMOUNT
=====			
04	LIBRARY		
4902	AT & T	04-00	104.01
551	ILLINOIS AMERICAN WATER	04-00	47.98
AT028	AT&T	04-00	986.29
CH030	CHARTER COMMUNICATIONS	04-00	254.97
CO139	CONSTELLATION NEW ENERGY, INC	04-00	704.96
SP053	SPECTRUM VOIP	04-00	22.96
	**TOTAL		----- 2,121.17
04	LIBRARY	GRAND TOTAL	2,121.17

SYS DATE:05/16/24

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

SYS TIME:08:22

DATE: 05/20/24

Monday May 20,2024

[NCS]
PAGE 7

VENDOR #	NAME	DEPT.	AMOUNT
=====			
07	PLAYGROUND AND RECREATION		
201	BELLEVILLE BOWLING & SPORTS SHOP	07-00	361.50
2244	SWITZER FOOD & SUPPLIES	07-00	69.45
3119	COMPUTYPE IT SOLUTIONS	07-00	30.00
4902	AT & T	07-00	195.11
AM063	AMAZON BUSINESS	07-00	666.79
AT028	AT&T	07-00	530.17
BU079	BUSEY BANK	07-00	1,318.66
CO139	CONSTELLATION NEW ENERGY, INC	07-00	139.27
SE048	SEVEN SPRINGS FISH FARM & LAKE	MG07-00	717.00
ST230	STAPLES	07-00	44.18
	**TOTAL		----- 4,072.13
07	PLAYGROUND AND RECREATION	GRAND TOTAL	4,072.13

SYS DATE:05/16/24

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

SYS TIME:08:22

DATE: 05/20/24

Monday May 20,2024

[NCS]
PAGE 8

VENDOR #	NAME	DEPT.	AMOUNT
=====			
12	GENERAL & COMMUNITY ASSISTANCE		
2245	ILLINOIS DEPT OF EMPLOYMENT SECUR	12-00	733.00
305	CITY OF BELLEVILLE	12-00	125.17
BU079	BUSEY BANK	12-00	1,817.15
CD003	SHRED-IT USA LLC	12-00	6.00
CU017	CULLIGAN/SCHAEFER WATER CENTERS	12-00	43.70
	**TOTAL		----- 2,725.02
12	GENERAL & COMMUNITY ASSISTANCE	GRAND TOTAL	2,725.02

SYS DATE:05/16/24

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

SYS TIME:08:22

DATE: 05/20/24

Monday May 20,2024

[NCS]

PAGE 9

VENDOR #	NAME	DEPT.	AMOUNT
=====			
13	MOTOR FUEL TAX FUND		
CO075	CONCRETE SUPPLY OF ILLINOIS	13-00	1,734.00
EL001	ELECTRICO, INC.	13-00	105.00
LO029	LOCHMUELLER GROUP	13-00	5,964.00
TR079	TRAFFIC CONTROL PRODUCTS	13-00	8,478.33
	**TOTAL		16,281.33

	13 MOTOR FUEL TAX FUND	GRAND TOTAL	16,281.33

SYS DATE:05/16/24

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

SYS TIME:08:22

DATE: 05/20/24

Monday May 20,2024

[NCS]
PAGE 10

VENDOR #	NAME	DEPT.	AMOUNT
=====			
15	TORT LIABILITY FUND		
BE013	BECKER, HOERNER & YSURSA P.C.	15-00	1,428.00
EL001	ELECTRICO, INC.	15-00	12,762.83
	**TOTAL		----- 14,190.83
	15 TORT LIABILITY FUND	GRAND TOTAL	14,190.83

SYS DATE:05/16/24

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

SYS TIME:08:22

DATE: 05/20/24

Monday May 20,2024

[NCS]

PAGE 11

VENDOR #	NAME	DEPT.	AMOUNT
=====			
20	CAMPUS FUND		
2102	AMEREN ILLINOIS	20-00	11,106.74
BU086	BULTE COMPANY, INC	20-00	1,215.00
JO104	JOHNSON CONTROLS FIRE PROTECTION	20-00	2,380.76
SPO55	SPECTRUM ENTERPRISE	20-00	219.98
	**TOTAL		14,922.48

	20 CAMPUS FUND	GRAND TOTAL	14,922.48

VENDOR #	NAME	DEPT.	AMOUNT
=====			
21 SEWER OPERATION & MAINTENANCE			
SEWER COLLECTION			
305	CITY OF BELLEVILLE	21-75	4,676.42
AM007	AMERICAN WATER	21-75	1,447.68
AM063	AMAZON BUSINESS	21-75	132.99-
IN021	INPUT TECHNOLOGY, INC	21-75	6,532.33
PA076	PAYMENT SERVICE NETWORK, INC	21-75	418.35
ST013	STOOKEY TOWNSHIP	21-75	27,839.55
**TOTAL SEWER COLLECTION			40,781.34
SEWER LINES			
1423	EHRET PLUMBING & HEATING, INC.	21-77	21,745.00
3445	DAVE SCHMIDT TRUCK SERVICE	21-77	1,529.48
515	HOME-BRITE ACE HARDWARE	21-77	81.33
BU079	BUSEY BANK	21-77	499.88
CL019	C & L BACKHOE	21-77	15,625.00
CO150	CORRO-TECH	21-77	3,371.31
HU069	HUELS OIL COMPANY	21-77	2,623.56
JO107	JORDAN, JESSE	21-77	237.82
UN027	UNIFIRST CORPORATION	21-77	107.74
WH062	WHITE CAP, LP	21-77	529.90
**TOTAL SEWER LINES			46,351.02
SEWER PLANT			
2435	GATEWAY TRUCK & REFRIGERATION	21-78	1,047.24
413	ERB TURF EQUIPMENT, INC.	21-78	319.99
4902	AT & T	21-78	896.42
5317	GRAINGER, INC.	21-78	420.98
6194	ILLINOIS ELECTRIC WORKS	21-78	5,942.42
661	LIESE LUMBER CO., INC.	21-78	20.40
696	MECKFESSEL TIRE CO.	21-78	150.91
7141	AL'S AUTOMOTIVE SUPPLY, INC.	21-78	426.78
7591	HD SUPPLY, INC	21-78	6,183.46
AT028	AT&T	21-78	530.17
BI028	BI-COUNTY SMALL ENGINE CENTER	21-78	577.80
BU079	BUSEY BANK	21-78	553.29
CD003	SHRED-IT USA LLC	21-78	50.09
CO139	CONSTELLATION NEW ENERGY, INC	21-78	25,592.83
CU031	CUMMINS SALES AND SERVICE	21-78	1,056.27
DA096	DAVIS, ROBYN	21-78	175.68
EC009	ECC SUPPLY	21-78	3,715.53
HA143	HAWKINS, INC	21-78	2,044.00
HD000	CORE & MAIN LP	21-78	3,972.36
HO034	HOME DEPOT CREDIT SERVICES	21-78	290.33
NU001	CARSON, MICKEY D	21-78	12,075.00
OR001	O'REILLY AUTO PARTS	21-78	51.16
PA008	PARKSON CORPORATION	21-78	2,982.00
SI024	EVOQUA WATER TECHNOLOGIES LLC	21-78	8,549.00
ST009	ST CLAIR SERVICE COMPANY	21-78	85.80

SYS DATE:05/16/24

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

SYS TIME:08:22

DATE: 05/20/24

Monday May 20,2024

[NCS]

PAGE 13

VENDOR #	NAME	DEPT.	AMOUNT
21 SEWER OPERATION & MAINTENANCE			
	SEWER PLANT		
UN027	UNIFIRST CORPORATION	21-78	77.06
WA123	WADE, VICKI	21-78	258.73
	**TOTAL SEWER PLANT		78,045.70
21 SEWER OPERATION & MAINTENANCE		GRAND TOTAL	165,178.06

SYS DATE:05/16/24

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

SYS TIME:08:22

DATE: 05/20/24

Monday May 20,2024

[NCS]
PAGE 14

VENDOR #	NAME	DEPT.	AMOUNT
22	SEWER REPAIR & REPLACEMENT FUND		
419	JOHN FABICK TRACTOR COMPANY	22-00	12,692.42
	**TOTAL		12,692.42
	22 SEWER REPAIR & REPLACEMENT FUND GRAND TOTAL		12,692.42

SYS DATE:05/16/24

CITY OF BELLEVILLE
C L A I M S H E E T
Monday May 20,2024

SYS TIME:08:22
[NCS]
PAGE 15

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

24 SEWER CONSTRUCTION FUND

1547	THOUVENOT, WADE, & MOERCHEN INC	24-00	7,818.75
486	HANK'S EXCAVATING & LANDSCAPING,	24-00	24,590.53
7591	HD SUPPLY, INC	24-00	7,242.64
G0028	GONZALEZ COMPANIES, LLC	24-00	27,577.51
HU061	HUBER TECHNOLOGY, INC	24-00	32,025.84

	**TOTAL		99,255.27
--	---------	--	-----------

24 SEWER CONSTRUCTION FUND	GRAND TOTAL	99,255.27
----------------------------	-------------	-----------

SYS DATE:05/16/24

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

SYS TIME:08:22

DATE: 05/20/24

Monday May 20,2024

[NCS]
PAGE 16

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

SYS DATE:05/16/24

CITY OF BELLEVILLE
C L A I M S H E E T
Monday May 20, 2024

SYS TIME:08:22

DATE: 05/20/24

[NCS]
PAGE 17

VENDOR #	NAME	DEPT.	AMOUNT
30	SPECIAL SERVICE AREA		
CO139	CONSTELLATION NEW ENERGY, INC	30-00	230.33
	**TOTAL		230.33
	30 SPECIAL SERVICE AREA	GRAND TOTAL	230.33

VENDOR #	NAME	DEPT.	AMOUNT
=====			
38	TIF 3 (CITY OF BELLEVILLE)		
1547	THOUVENOT, WADE, & MOERCHEN INC	38-00	4,675.25
4058	MORROW BROTHERS FORD, INC.	38-00	115,320.00
486	HANK'S EXCAVATING & LANDSCAPING,	38-00	101,794.21
6622	FARMERS MARKET	38-00	4,003.50
BR017	BROADWAY FORD TRUCK SALES INC	38-00	55,500.00
CO092	COMMERCE BANK EQUIPMENT FINANCE	38-00	19,909.97
EC007	ECKERT'S COUNTRY STORE AND FARMS	38-00	608.70
ED034	ED MORSE FORD	38-00	440.35
EL001	ELECTRICO, INC.	38-00	4,655.17
GO028	GONZALEZ COMPANIES, LLC	38-00	12,422.86
KR046	K.R.B. EXCAVATING, INC	38-00	133,143.40
LO029	LOCHMUELLER GROUP	38-00	19,790.06
SS001	S SHAFER EXCAVATING, INC	38-00	181,892.00
TR079	TRAFFIC CONTROL PRODUCTS	38-00	16,956.67
	**TOTAL		671,112.14
38	TIF 3 (CITY OF BELLEVILLE)	GRAND TOTAL	671,112.14

SYS DATE:05/16/24

CITY OF BELLEVILLE
C L A I M S H E E T
Monday May 20, 2024

SYS TIME:08:22
[NCS]
PAGE 19

VENDOR #	NAME	DEPT.	AMOUNT
43	CAPITAL PROJECTS FUND		
KI041	KILLEEN & KILLEEN LLC	43-00	2,662.25
	**TOTAL		2,662.25
	43 CAPITAL PROJECTS FUND	GRAND TOTAL	2,662.25

SYS DATE:05/16/24

CITY OF BELLEVILLE
C L A I M S H E E T
Monday May 20,2024

SYS TIME:08:22
[NCS]
PAGE 20

VENDOR #	NAME	DEPT.	AMOUNT
=====			
54	TIF 12 (SHERMAN STREET)		
GO028	GONZALEZ COMPANIES, LLC	54-00	22,286.00
LO029	LOCHMUELLER GROUP	54-00	1,518.20
	**TOTAL		----- 23,804.20
	54 TIF 12 (SHERMAN STREET)	GRAND TOTAL	23,804.20

SYS DATE:05/16/24

CITY OF BELLEVILLE
C L A I M S H E E T
Monday May 20,2024

SYS TIME:08:22
[NCS]
PAGE 21

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

58 TIF 16 (ROUTE 15 WEST CORRIDOR)

BA019	BAXMEYER CONSTRUCTION, INC	58-00	196,127.02
GO028	GONZALEZ COMPANIES, LLC	58-00	2,120.00

	**TOTAL		198,247.02
--	---------	--	------------

58 TIF 16 (ROUTE 15 WEST CORRIDOR) GRAND TOTAL 198,247.02

SYS DATE:05/16/24

CITY OF BELLEVILLE
C L A I M S H E E T
Monday May 20,2024

SYS TIME:08:22

DATE: 05/20/24

[NCS]
PAGE 22

VENDOR #	NAME	DEPT.	AMOUNT
71	POLICE TRUST		
EL001	ELECTRICO, INC.	71-00	17,425.14
	**TOTAL		17,425.14
	71 POLICE TRUST	GRAND TOTAL	17,425.14

SYS DATE:05/16/24

CITY OF BELLEVILLE
C L A I M S H E E T
Monday May 20, 2024

SYS TIME:08:22
[NCS]
PAGE 23

DATE: 05/20/24

VENDOR #	NAME	DEPT.	AMOUNT
72	NARCOTICS		
UN049	UNITED INK	72-00	2,100.00
	**TOTAL		2,100.00
	72 NARCOTICS	GRAND TOTAL	2,100.00

SYS DATE:05/16/24

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

SYS TIME:08:22

DATE: 05/20/24

Monday May 20,2024

[NCS]
PAGE 24

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

75 TIF 17 (EAST MAIN STREET)

EL001	ELECTRICO, INC.	75-00	1,819.77
TY005	TYGRACON PROPERTIES, INC	75-00	30,000.00

	**TOTAL		31,819.77
--	---------	--	-----------

75 TIF 17 (EAST MAIN STREET)	GRAND TOTAL	31,819.77
-------------------------------	-------------	-----------

GRAND TOTAL FOR ALL FUNDS:	3,040,781.41
----------------------------	--------------

TOTAL FOR REGULAR CHECKS:	2,935,680.31
TOTAL FOR DIRECT PAY VENDORS:	105,101.10

PAYROLL BREAKDOWN AS PER G/L DISTRIBUTION REPORT

PAYROLL DATE: 5/17/2024

01 50	ADMINISTRATION	<u>\$16,449.26</u>
01 51	POLICE	<u>\$351,654.56</u>
01 52	FIRE	<u>\$264,454.98</u>
01 53	STREET	<u>\$55,065.12</u>
01 54	PARKS	<u>\$23,899.81</u>
01 55	CEMETERY	<u>\$11,791.51</u>
01 56	SANITATION	<u>\$37,943.21</u>
01 60	LEGAL	<u>\$7,958.98</u>
01 61	HOUSING DEPARTMENT	<u>\$27,271.45</u>
01 62	ECONOMIC DEVELOPMENT & PLANNING	<u>\$13,591.94</u>
01 82	MAYOR	<u>\$6,693.04</u>
01 83	FINANCE	<u>\$8,071.94</u>
01 84	HUMAN RESOURCE	<u>\$5,161.72</u>
01 85	CLERK	<u>\$8,390.87</u>
01 86	TREASURER	<u>\$3,282.22</u>
01 87	MAINTENANCE	<u>\$19,474.07</u>
01 88	ENGINEER	<u>\$6,332.52</u>
	TOTAL GENERAL FUND	<u>\$867,487.20</u>
4	LIBRARY	<u>\$33,330.59</u>
7	RECREATION	<u>\$14,846.51</u>
12	G & C ASSISTANCE	<u>\$2,373.61</u>
20	CAMPUS	<u>\$2,913.40</u>
21 75	SEWER COLLECTIONS	<u>\$7,561.61</u>
21 77	SEWER LINES	<u>\$13,223.86</u>
21 78	SEWER PLANT	<u>\$51,449.32</u>
	TOTAL SEWER DEPARTMENT	<u>\$72,234.79</u>
	Employers' Portion of FICA (06-00-21500) CR	<u>\$40,011.29</u>
	*****TOTAL PAYROLL	<u>\$1,033,197.39</u>

CITY ATTORNEY REPORT

TO: City Council
FROM: Garrett P. Hoerner, City Attorney
DATE: May 16, 2024

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

- A. Ordinance Violation Cases.** The City currently has approximately 500 ordinance violation cases pending.
- B. Demolition/Foreclosure/Housing Cases.** The City currently has 23 cases pending involving demolition or foreclosure proceedings, or other housing code/building code violations. The addresses of the subject properties are as follows:

1. *Foreclosures*

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

2. *Demolitions*

10606 West Main Street (Nicholson)
107 E.D. Street (Johnson, Jason and Kimberly)
2006 Madison St, (Brooks, Jacob H., dec'd)
3532 Lorene Street (Owens, Ladell)
820 North 89th Street (Diggs)
18 South Michigan (Kuria)
115 North 33rd Street (Gonzalez)
209 South 14th Street (Imagineering Development)
720 South Jackson (Stauder)
314 North Charles Street (Trent)
510 North 1st Street (Edwards)
8300 West Main Street (Marifian)
9 North 80th Street (Robinson) - Dismissed
405 East Park Drive (Jeffries)
1614-1616 Dutch Hollow Road (Strickland)
113 South 12th Street, 62220 (Silva)

119 S 12th Street (Pritchard)

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

1. *City of Belleville v. Illinois Department of Employment Security, et al.* On June 30, 2023, the City filed a Complaint for Administrative Review of an Illinois Department of Employment Security (IDES) Board of Review Decision setting aside an Administrative Law Judge's Decision and ruling that a former City employee was eligible for benefits under Section 602A of the Act (820 ILCS 405/602A) because he had not been discharged for misconduct connected with work. Specifically, the IDES Administrative Law Judge had previously found that the employee had been discharged for misconduct connected with work and was disqualified/ineligible for benefits under Section 602A of the Act (820 ILCS 405/602A). On May 2, 2024, the St. Clair County Circuit Court ruled in favor of Defendants. This matter is now concluded.

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

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



Tabulation of Bids - 5 Bidders

Local Public Agency	County	Section Number	Letting Date
City of Belleville - 2024/2025 Asphalt Patch	St. Clair	25-00000-10-GM	05/14/24

Approved Engineer's Estimate	Attended By (DOT Representative(s))
\$627,244.00	

Bidder's Name	The Kilian Corporation	Christ Bros. Asphalt, Inc.	Gleeson Asphalt, Inc.		
Bidder's Address	608 S. Independence St.	820 S. Fritz St., Box 158	2800 W. Main St.		
City, State, Zip	Mascoutah, IL 62258	Lebanon, IL 62254	Belleville, IL 62226		
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	Unit Price	Total	Unit Price	Total
1.	BIT MAT (PR CT)		LBS	22917	\$0.4000	\$9,166.80	\$0.0100	\$229.17	\$0.0100	\$229.17	\$0.0100	\$229.17	\$0.0100	\$229.17		\$0.00
2.	HMA SC MIX "C" N50		TON	4100	\$99.0000	\$405,900.00	\$129.0000	\$528,900.00	\$132.9500	\$545,095.00	\$124.0000	\$508,400.00	\$117.0000	\$479,700.00		\$0.00
3.	AREA REFLCTV CR CNT		SY	36501	\$2.3500	\$85,777.35	\$1.5000	\$54,751.50	\$2.1200	\$77,382.12	\$4.9500	\$180,679.95	\$6.2500	\$228,131.25		\$0.00
4.	HMA SURF REM, VD		SY	36501	\$2.8500	\$104,027.85	\$4.8000	\$175,204.80	\$4.0100	\$146,369.01	\$3.8500	\$140,528.85	\$5.0000	\$182,505.00		\$0.00
5.	TEMP RAMP		SY	36	\$6.0000	\$216.00	\$10.0000	\$360.00	\$0.0100	\$0.36	\$10.0000	\$360.00	\$10.0000	\$360.00		\$0.00
6.	TRFIC CNTRL & PROT		EA	21	\$1,000.0000	\$21,000.00	\$485.0000	\$10,185.00	\$1,288.0000	\$27,048.00	\$15,400.0000	\$323,400.00	\$1,000.0000	\$21,000.00		\$0.00
7.	SAW CUTTING		FT	180	\$4.2000	\$756.00	\$0.0100	\$1.80	\$0.0100	\$1.80	\$1.0000	\$180.00	\$1.0000	\$180.00		\$0.00
8.	PAVEMENT REMOVAL		SY	80	\$5.0000	\$400.00	\$15.0000	\$1,200.00	\$0.0100	\$0.80	\$8.0000	\$640.00	\$7.1000	\$568.00		\$0.00
							Total Bid:	As Read:								
								As Calculated:	\$770,832.27	\$796,126.26	\$1,154,417.97	\$912,673.42	\$0.00			
								% Over/Under:	22.89 %	26.92 %	84.05 %	45.51 %				



City of Belleville
Engineering Department
2300 West Main St., Bldg M
Belleville, Illinois 62226
(618) 233-6810 ext. 4272
engineering@belleville.net

70/30 RESIDENTIAL SIDEWALK REPLACEMENT PROGRAM

The City of Belleville is offering homeowners an annual **70/30 Residential Sidewalk Replacement Program** in an effort to improve the quality of our pedestrian walkway system throughout the City.

WHO PAYS TO REPLACE THE SIDEWALK?

Under the **70/30 Residential Sidewalk Replacement Program**, seventy percent (70%) of the cost is paid by the City and thirty percent (30%) of the cost is paid by the homeowner.

HOW IS PARTICIPATION DETERMINED?

Residents interested in participating in the **70/30 Residential Sidewalk Replacement Program** should fill out the attached application and return to the Engineering Department. **Annual funding for the program is limited and on a first-come first-served basis.** Upon receipt of the application, the City will inspect the sidewalk to determine participation eligibility. If the requested sidewalk is eligible and funds are available, an invoice is sent to the homeowner.

WHAT ARE THE CRITERIA FOR ELIGIBILITY?

Sidewalks with severe surface deterioration, significant settlement or heaving, cracking exceeding ½ inch horizontally, or vertical displacement greater than ¾ inches are eligible for the program. In addition, it is sometimes necessary to replace additional sidewalk squares in order to correct the problem. These squares would also be eligible for funding.

WHO PERFORMS THE WORK?

The **70/30 Residential Sidewalk Replacement Program** is advertised as required and competitive bids are obtained for the entire package. For this reason, all work done under this program must be performed by the contractor who has been awarded the project by the City Council.

WHEN IS THE WORK TO BE DONE?

The contractor begins replacements/repair in the spring/summer. The contractor continues until completion of all eligible sites or until the allotted funding has been spent. If there are remaining funds, the contractor may return in the fall for another group of participants.

HOW DOES THE CITY HANDLE UNSAFE SIDEWALKS WHERE THE HOMEOWNER IS NOT ABLE OR NOT WILLING TO PARTICIPATE IN THIS PROGRAM?

Because of the liability associated with unsafe sidewalk conditions, the City will place an asphalt patch over any hazardous sidewalk condition for which they are notified. The homeowners can then replace the sidewalk when they are financially able.

WHO SHOULD I CALL IF I HAVE ANY QUESTIONS?

The Engineering Department at (618) 233-6810, 8:00a.m. to 5:00p.m., Monday through Friday or via email at engineering@belleville.net

70/30 RESIDENTIAL SIDEWALK REPLACEMENT PROGRAM APPLICATION

If you wish to participate in the **70/30 Residential Sidewalk Replacement Program**, complete this form and return to the Engineering Department. **Please send no money at this time!** After the City evaluates your request, an invoice is sent to the homeowner for the proposed work. No work will be done until a check is received by the City. **Forms should be returned to:**

City of Belleville
Engineering Department
2300 West Main Street
Belleville, Illinois 62226
or email to: engineering@belleville.net

NAME _____

ADDRESS _____

ZIP CODE _____ PHONE NUMBER _____ EMAIL _____

To assist the city in evaluation your request, please mark the square of sidewalk that you would like replaced with a paint dot in one corner of the square(s). In addition, please take a few moments to mark the area of concern on the sketch below. Indicate where your house and/or driveway are to help the inspector locate the squares that need replacing.

PLEASE INDICATE NORTH

TOTAL NUMBER OF SIDEWALK
SQUARES TO BE REPLACED _____

N

STREET NAME _____

STREET NAME _____

STREET NAME _____

INDICATE SIDE STREET IF CORNER LOT

INDICATE SIDE STREET IF CORNER LOT

SAMPLE FORM

70/30 RESIDENTIAL SIDEWALK REPLACEMENT PROGRAM APPLICATION

If you wish to participate in the **70/30 Residential Sidewalk Replacement Program**, complete this form and return to the Engineering Department. **Please send no money at this time!** After the City evaluates your request, an invoice is sent to the homeowner for the proposed work. No work will be done until a check is received by the City. **Forms should be returned to:**

City of Belleville
Engineering Department
2300 West Main Street
Belleville, Illinois 62226
or email to: engineering@belleville.net

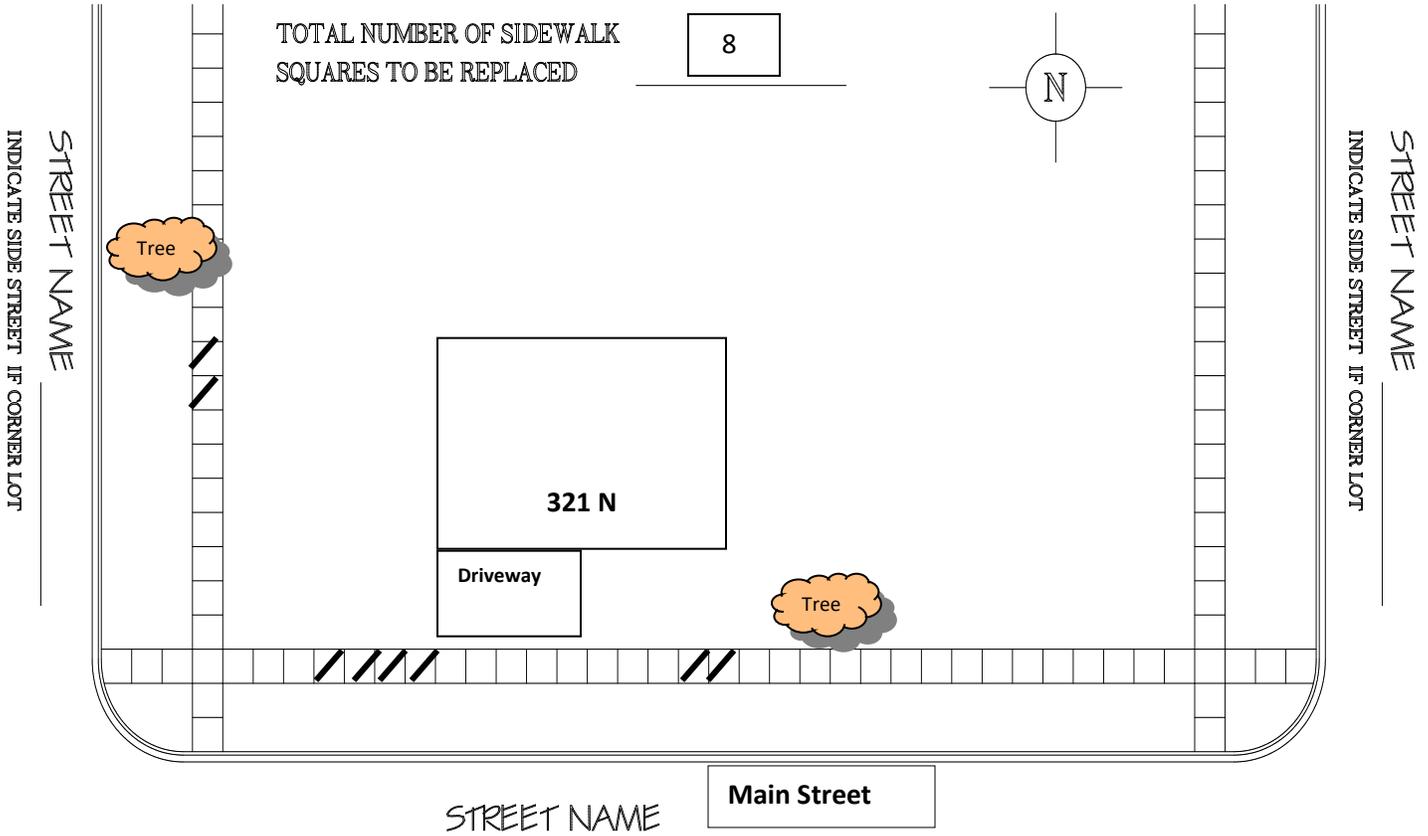
NAME _____

ADDRESS _____

ZIP CODE _____ PHONE NUMBER _____ EMAIL _____

To assist the city in evaluation your request, please mark the square of sidewalk that you would like replaced with a paint dot in one corner of the square(s). In addition, please take a few moments to mark the area of concern on the sketch below. Indicate where your house and/or driveway are to help the inspector locate the squares that need replacing.

PLEASE INDICATE NORTH



Belleville Fire Department

Disposal List

May 2024

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

Appliances – Valves/Adapters (Scrap)

Make	Model	Serial #	Year
Akron Brass	7980	M175465	unknown
Angus	B 5890 Eductor	Unknown	unknown
Akron Brass	7980	283YA**9	unknown
Angus	unknown	19344	unknown
Angus	unknown	9623	unknown
AWG	82 Water Thief	unknown	unknown
Elkhart Brass	FD Connection	401M	unknown
Elkhart Brass	Gate Valve	unknown	unknown
Jaffery	4.050.857	80-575	unknown
unknown	Ball Valve	unknown	unknown
Unknown	Hydrant Fitting 5"	Unknown	Unknown
Akron	3 to 1 Gate Valve	Unknown	Unknown
Elkhart	2 ½" Adapter	Unknown	Unknown
Elkhart	2 ½" Adapter	Unknown	Unknown
Elkhart	2 ½" Adapter	Unknown	Unknown
Elkhart	2 ½" Adapter	Unknown	Unknown
Elkhart	2 ½" Hose Jacket	Unknown	unknown
Elkhart	5" Hydrant adapter	Unknown	unknown

Appliances – Nozzles (Scrap)

Make	Model	Serial #	Year
Akron Brass	Outlet	EJBCLSTOM	unknown
Akron Brass	2 1/2" Combination	4826	unknown
Akron Brass	Smooth Bore Playpipe	unknown	unknown
Akron Brass	2 1/2" Master Stream	unknown	unknown
Elkhart Brass	2/1/2" Siamese	unknown	unknown
Elkhart Brass	Monitor Base	unknown	1985
Elkhart Brass	2 1/2" Fog	unknown	unknown
Elkhart Brass	2 1/2" Smooth Bore	unknown	unknown
Elkhart Brass	2 1/2" Smooth Bore	unknown	unknown

SCBA Continued

Survivair Harness	961200	Unknown	1990
Survivair Harness	961200	Unknown	1990
Survivair Harness	961200	Unknown	1990
Survivair Harness	961200	Unknown	1990
Survivair Bottle	30 minute	Unknown	1990
Survivair Bottle	30 minute	Unknown	1990
Survivair Bottle	30 minute	Unknown	1990
Survivair Bottle	30 minute	Unknown	1990

Water Cans and Extinguishers (Scrap)

Make	Model	Serial #	Year
Amex 2 1/2 Gallon	unknown	Y766823	199?
Ansul Class A 2 1/2#	unknown	unknown	unknown
Ansul 2 ½ Gallon	Unknown	Unknown	1968
Badger 2 1/2 Gallon	WP-61	unknown	1981
Noms 2 1/2 Gallon	2W	unknown	1972

Miscellaneous Tools/Equipment (Scrap)

Make	Model	Serial #	Year
Detroit Door Opener	unknown	unknown	unknown
Detroit Door Opener	Unknown	Unknow	unknown
Detroit Door Opener	Unknown	Unknown	unknown
Detroit Door Opener	Unknown	Unknown	unknown
Hose Roller	unknown	unknown	unknown
Hurst	Combi-Tool	unknown	unknown
Hurst	Extension Ram	unknown	1981
Super Vac	Door Bar	unknown	unknown
Unknown	Wildland Rake Heads (2)	unknown	Unknown
Black & Decker	3/8" Cordless Drill	Unknown	Unknown
Black & Decker	3/8" Cordless Drill	Unknown	Unknown
Homelite	Multipurpose Saw		Unknown
Partner	Belt Driven Saw		Unknown
Stihl	Belt Driven Saw		Unknown
Battering Ram	2 Person	Unknown	Unknown
Lifting Jacks (2)	Manual hydraulic	Unknown	unknown
Tire Snow Chains (4)	Snow Chains	Unknown	Unknown
Tow Chain	½" Tow Chain	Unknown	Unknown
Stokes Basket	Wire Mesh	Unknown	unknown
Smoke Ejector (2)	Electric		unknown

Personal Protective Equipment (Disposal)

Make	Model	Size	Year
Black Diamond	--	15	2011
Fire Tech	--	8	1999
Fire Tech	--	9	2022
Fire Tech	--	10	2011
Fire Tech	--	--	--
Fire Tech	--	12	2000
LaCrosse	--	11	2011
LaCrosse	--	--	--
Ranger	--	10	2009
Ranger	--	8	--
Ranger	--	10	2011
Ranger	--	--	--
Ranger	--	10	--
Servus	--	7	--
Servus	--	--	--
Servus	--	9	--
Servus	--	9	1999

Vehicles

Make	Model	VIN	Year	Mileage
Ford	Expedition	1FMFU16568LA21173	2007	152903.0

TO FINANCE COMMITTEE

I am asking for approval for 1 F250 pick up truck from Broadway ford in the amount of \$55000

To replace 1 gmc red pick up truck. The cost does match state bid pricing. I appreciate all you do.

THANK YOU

MIKE SCHAEFER

MAINTENANCE DIRECTOR

Michael Schaefer 5-2-24

KTP-000632 MO 9-NOBERAL, NB, 200632, RA112 7687

UCR CERT CERT TRD RAMP BUMP CAMP BOOK EXPL ROTR

021266 1FT7X2BN3 REC65798 NB
 1241458



VEHICLE DESCRIPTION
SUPER DUTY
 2024 F250 SUPER DUTY SUPER CAB
 4.5L DIETARY FUEL INJECTION ENGINE
 10-SPEED AUTO TOROSHIFT

EXTERIOR
 COLOR WHITE
 INTERIOR
 MEDIUM DARK SLATE CLOTH

RE C65798

STANDARD EQUIPMENT INCLUDED AT NO EXTRA CHARGE

- EXTERIOR**
- FOG LAMPS - AUTO HIGH BEAM
 - HEADLAMPS - AUTOLAMP
 - TOW HOOKS
 - TRAILER BRAKE CONTROLLER
 - TRAILER SWAY CONTROL
 - TRAILER TOW MIRRORS

- INTERIOR**
- 12V OUTLET
 - TOUCH UP/DOWN DR/PASS WIN
 - AIR COND, MANUAL FRONT
 - CLOTH SUN VISORS
 - CLTH SEATS W/8-WAY PWR DRV
 - OUTSIDE TEMP DISPLAY
 - PARTICULATE AIR FILTER
 - POWER LOCKS AND WINDOWS
 - STEERING/TILT/TELESCOPE
 - CHURSE & AUDIO CONTROLS
 - UPPER GLOVEBOX STORAGE

- FUNCTIONAL**
- FORDPASS™ CONNECT SGW-I-FI
 - HILLSIDE START ASSIST
 - MONO BEAM COIL SPRING FRNT SUSPENSION W/STAB BAR
 - PRE-COLLISION ASSIST W/AEB
 - REAR VIEW CAMERA
 - REMOVE KEYLESS ENTRY

- SAFETY/SECURITY**
- ADVANCEDTRAC™ WITH HSC®
 - AIRBAGS - SAFETY CANOPY®
 - BELT-MINIDER CHIME
 - DRIVER/PASSENGER AIR BAGS
 - SECURICODE KEYLESS KEYPAD
 - SOS POST-CRASH ALERT SYS™

INCLUDED ON THIS VEHICLE (MSRP)

OPTIONAL EQUIPMENT/OTHER	PRICE INFORMATION
PREFERRED EQUIPMENT PKG.660A	NO CHARGE
10-SPEED AUTO TOROSHIFT	255.00
LTZ570R18 BSW ALL TERRAIN	430.00
3.73 ELECTRONIC-LOCKING AXLE FRONT LICENSE PLATE BRACKET	NO CHARGE
CARPET DELETE	50.00
PLAYFORM RUNNING BOARDS	445.00
1000# GVWR PACKAGE	NO CHARGE
50 STATE EMISSIONS	230.00
300W FLOW PWR PACKAGE	NO CHARGE
SPRINKLE AND WHEEL	325.00
WHEEL WELL LINERS FRONT & REAR	145.00
UPITTER SWITCHES	85.00
250 AMP ALTERNATOR	175.00
EXTERIOR BACKUP ALARM	250.00
REMOTE START SYSTEM	650.00
ON-BOARD SCALES & SMART HITCH	
DEALER INSTALLED OPTIONS	150.00
Side Window Deflector Kit-Smo	

ITEM #	DESCRIPTION	PRICE INFORMATION
RA1P ONE	RA1P ONE	553,795.00
CA1K	CA1K	3,150.00
RA1P TWO	RA1P TWO	56,905.00
CONVOY	CONVOY	1,995.00
53-1750 O/T 2	53-1750 O/T 2	

TOTAL MSRP \$58,900.00

Whether you decide to lease or finance your vehicle, you'll find the choices that are right for you. See your dealer for details or visit www.ford.com/finance.

RA112 N RB 2X 425 000632 01 11 24

California Air Resources Board

Gasoline Vehicle

Environmental Performance

These ratings are not directly comparable to the U.S. EPA DOT light-duty vehicle label ratings. For information on how to compare, please see www.arb.ca.gov/ep_label.

Protect the environment. Choose vehicles with higher ratings:

Greenhouse Gas Rating (tailpipe only)

A+ D D

Smog Rating (tailpipe only)

A+ A D

Vehicle emissions are a primary contributor to climate change and smog. Ratings are determined by the California Air Resources Board based on this vehicle's measured emissions.

GOVERNMENT 5-STAR SAFETY RATINGS

Overall Vehicle Score Not Rated

Based on the combined ratings of frontal, side and rollover. Should ONLY be compared to other vehicles of similar size and weight.

Frontal Driver Not Rated

Crash Passenger Not Rated

Based on the risk of injury in a frontal impact. Should ONLY be compared to other vehicles of similar size and weight.

Side Front seat Not Rated

Crash Rear seat Not Rated

Based on the risk of injury in a side impact.

Rollover Not Rated

Based on the risk of rollover in a single-vehicle crash.

Star ratings range from 1 to 5 stars (*****), with 5 being the highest. Source: National Highway Traffic Safety Administration (NHTSA). www.safercar.gov or 1-888-321-4226

46 BUILT YEARS TOUGH F-SERIES AMERICAS BEST SELLING TRUCKS

This FordPass® Connect modem is active and sending location data (e.g., diagnostics) to Ford™. See in-vehicle settings for connectivity options.

*Based on 1977-2022 CY total sales. **FordPass Connect is a service that requires a cellular network connection. Service is not available in all areas. See your Ford dealer for details. Connected Service network availability. Evolving technology/cellular network/vehicle capability may limit functionality and prevent operation of connected features. Connected services includes Wi-Fi hotspot.

Insist on Ford Protect. The only extended service plan fully backed by Ford and honored at every Ford dealership in the U.S., Canada and Mexico. See your Ford dealer or visit www.fordmwr.com.

WARNING: Operating, servicing and maintaining a passenger vehicle, pickup truck, van, or off-road vehicle can expose you to chemicals, including engine exhaust, carbon monoxide, phthalates, and lead, which are known to the State of California to cause cancer and birth defects or other reproductive harm. To minimize exposure, avoid breathing exhaust, do not idle the engine except as necessary, service your vehicle in a well-ventilated area and wear gloves or wash your hands frequently when servicing your vehicle. For more information go to www.P65Warnings.ca.gov/passenger-vehicle.

Scan QR code to view this information. Scan QR code to view this information.

04/14/2024

LEASE

This Lease is executed as of the ___ day of June, 2024 (“**Effective Date**”), by and between the CITY OF BELLEVILLE, an Illinois municipal corporation (“**Landlord**”) and THE HELENE & DENNIS SPARGER CENTER FOR PERFORMING ARTS, (“**Tenant**”)

WHEREAS, Landlord owns real estate in the City of Belleville, St. Clair County, Illinois, comprised of approximately thirty-five acres commonly known as the Southwestern Illinois Justice & Workforce Development Campus (“**SIJWDC**”) with a general address of 2300 West Main Street, Belleville, Illinois (“**Property**”), improved with more than a dozen buildings plus athletic facilities and dormitories.

WHEREAS, Tenant desires to rent and exclusively use a portion of the Auditorium (“**Building**”) on the Property that will consist of approximately 3,471 square feet (as more particularly described in Exhibit A attached hereto (“**Premises**”), and Tenant desires access to Landlord’s Auditorium, Welcome Center, Arena and meeting rooms.

WHEREAS, subject to the following conditions, Landlord desires to lease the Premises to Tenant.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein stated, Landlord hereby leases the Premises to Tenant, and Tenant rents the Premises from Landlord, subject to and upon the terms and conditions set forth in this IGA. Landlord and Tenant agree as follows:

1. **FUNDAMENTAL TERMS.** Subject to the covenants, terms and conditions of this Lease as more particularly set forth herein, the fundamental terms of this Lease (the “**Fundamental Terms**”) are as follows:

(a) **Occupancy Preparations:** Upon the mutual execution of this Lease, Landlord will ensure that Premises is compliant with all applicable building codes and zoning ordinances of the City of Belleville. Landlord will ensure Property is prepared for the use of the Tenant prior to occupying. Tenant will be responsible for all further improvements to the Property, as approved by Landlord in writing.

(b) **Lease Term.** The initial term of this Lease shall be a period of five (5) years, commencing on June 1, 2024 (“**Commencement Date**”) ending on the day before the fifth anniversary of the Commencement Date, such last day being the (“**Expiration Date**”) Landlord and Tenant may mutually agree in writing to renew the term of this Lease in five (5) year increments, subject to re-negotiation of revisions to Base Rent and other provisions hereof. As used in this Lease, the (“**Term**”) shall mean the initial period of five (5) years plus all of the renewal periods, if any, approved by Landlord and Tenant. Either party will endeavor to give at least 60 days’ prior to written notice to the other party of its intention not to renew the Term of this Lease. If Landlord fails to give at least 60 days’ prior written notice of its intention not to renew the Term, then Tenant will have a free license to the Premises for 60 days after the Expiration Date to complete its surrender obligations set forth in Section 15 below.

(c) **Base Rent and Fees.**

(i) during the Term pursuant to Section 3 of this IGA for Tenant exclusive use of (Premises) in the Building, describe in Exhibit A, shall be as follows:

- Sixteen Dollars and Thirteen Cents (\$16.13) per square foot for the first year of the Initial Term; or \$55,987.23
- Sixteen Dollars and Forty Five Cents (\$16.45) per square foot for the second year of the Initial Term; or \$57,097.95
- Sixteen Dollars and Seventy Eight Cents (\$16.78) per square foot for the third year of the Initial Term; or \$58,243.38
- Seventeen Dollars and Twelve Cents (\$17.12) per square foot for the fourth year of the Initial Term; or \$59,423.52
- Seventeen Dollars and Forty Six Cents (\$17.46) per square foot for the fifth year of the Initial Term; or \$60,603.66

(ii) In addition to the Base Rent for Tenant exclusive area, the Parties agree that use of other facilities on the SIJWDC will be charged at published rental rates.

(d) **Permitted Use.** “Permitted Use” shall mean Tenant offices, classrooms, storage, food, lodging, meeting areas, parking and related uses.

(e) **Addresses for Legal Notices:**

If to Landlord: City of Belleville
101 South Illinois Street
Belleville, IL 62220
Attn: Mayor

If to Tenant: The Helene & Dennis Sparger Center for Performing Arts
2001 West F St.
Belleville, IL 62226
Attn: Jamie Eros

2. **TERM AND TERMINATION.** The duration of this Lease shall be comprised of the Term set forth in Section 1, unless earlier terminated as provided herein. Tenant will continually use the Premises for the entire Term.

3. **BASE RENT.** Tenant shall pay to the Landlord, without demand, abatement, offset, or deduction, in advance on the Commencement Date the entire amount of Base Rent set forth in the Fundamental Terms of this Lease at the address provided to Tenant by Landlord for the payment of rent. Tenant shall also pay to Landlord, as additional rent, all other sums due under this Lease and the word “**Rent**” as used in this Lease, shall mean the Base Rent and the additional fees payable hereunder, which additional fees shall be payable within thirty days of any invoice or demand for the same, except as set forth herein to the contrary.

4. **PERMITTED USE.** Tenant shall occupy and use the Premises solely for the Permitted Use as set forth in the Fundamental Terms and for no other purpose. Tenant will not permit any unlawful or immoral practice or any waste to be committed, suffered, or carried on in or about the Premises by itself or by any person. Tenant will not load

floors beyond the floor load rating prescribed by applicable municipal ordinances or Landlord's engineer. Tenant will not use or allow the use of the Premises for any purpose whatsoever that is prohibited by law or that would injure the reputation of the Premises or the Building or that would violate any applicable law, ordinance or regulation, including without limitation, any applicable building code or zoning ordinances. Tenant shall not use or permit any operation within the Premises which emits any unreasonable noise, odor, or matter which intrudes into other portions of the Building or otherwise interferes with, annoys or disturbs Landlord or any other occupant of the Property or any neighbor.

5. **SECURITY DEPOSIT.** None.

6. **COMMON AREAS PARKING.** The Landlord may from time to time designate common areas of the Building and Property for non-exclusive use by Tenant in common with Landlord and other occupants of the Property (collectively, the "**Common Areas**") including by way of illustration only, the lobby and hallways and restrooms of the Building and the automobile parking areas, grounds, access driveways and walks of the Property, all of which shall be maintained, including lawn care and snow removal, by Landlord and shall be subject to exclusive control and management by Landlord. Landlord also reserves the right to establish and designate the exclusive use of certain parking spaces at the Property in favor of Landlord or other tenants or occupants of the Building, and to grant easements or licenses in favor of third parties to utilize, temporarily or permanently, certain portions of the Common Areas, provided that Tenant's Permitted Use and enjoyment of the Premises is not materially disrupted. Landlord will designate parking spaces, as well as additional parking as provided in Section 28(c), in a convenient Lot for use by Tenant at no additional cost.

7. **POSSESSION.** Landlord shall deliver possession of the Premises to Tenant in their "as-is", "where-is" condition including all furniture, fixtures, and equipment (lighting, fume hoods, etc.), broom-swept and free from debris on the Commencement Date. Except as expressly provided in this Lease, Landlord has made no representations or warranties as to the condition and repair of the Premises, nor has Landlord made agreements or promises to decorate, alter, repair or improve the Premises or provide any allowances or concessions to Tenant. Tenant's taking possession of the Premises shall be conclusive evidence that the Premises were in good order, met the requirements in the Final Plans for the Building and the Premises, and were in satisfactory condition when Tenant took possession. If Landlord is unable to give possession of the Premises by the Commencement Date for any reason other than for Landlord's willful refusal to deliver Premises, Landlord shall not be subject to any liability for failure to give possession, and no such failure shall affect the validity of this Lease or the obligations of the Tenant hereunder, except that the Term and the Rent promised to be paid herein shall not commence until possession has been delivered to Tenant.

8. **UTILITY CHARGES.** Base Rent set forth in the Fundamental Terms of this Lease includes the cost of the following utilities serving the Premises: electricity, gas, water, and trash removal charges. Landlord does not warrant that the utilities will be free from interruption. Tenant acknowledges that any one or more of such utilities may be suspended by the utility provider or if there is a strike, an accident, or if repairs or improvements must be made, or for reasons beyond Landlord's control. Any such interruption or discontinuance of service shall never be deemed an eviction or disturbance

of Tenant's use and possession of the Premises, or any part thereof, or render Landlord liable to Tenant for damages by Rent abatement, or relieve Tenant from performance of Tenant's obligations under this Lease.

9. REPAIRS AND MAINTENANCE.

(a) Commencing on the Commencement Date, Landlord shall keep the Premises, and Building including (without limitation) any mechanical systems, including mechanical, electrical, and plumbing (MEP) serving the Building and Premises, in good order, condition, and repair and shall promptly and adequately perform all repairs (and replacements when necessary as reasonably determined by Landlord) and maintenance related to use of the Premises. Landlord shall provide cleaning services, including but not limited to janitorial staff for entire facility, during regular office hours. Any damage to the Premises or any part of the Building caused by Tenants or any of its employees, contractors, agents, invitees or licensees, negligence, then Tenant shall be responsible for the repair, or reimbursing Landlord for the repair. Tenant shall further maintain and repair any Common Areas that are damaged by Tenant, its employees, agents, contractors or invitees. Tenant shall, at its own cost and expense, comply with all federal, state and municipal laws, ordinances, rules and regulations issued by any governmental authority and all covenants, conditions and restrictions of record which relate to the condition, use or occupancy of the Premises. Any repairs or maintenance shall be completed with materials of similar quality to the original materials, if possible, and all such work shall be completed in accordance with Illinois law, subject to the reasonable supervision of Landlord.

(b) Landlord shall perform all repairs and maintenance not required of Tenant including all structural repairs, replacements, and maintenance of the Building, repairs and maintenance of the mechanical systems not otherwise exclusively serving the Premises, and repairs and maintenance to the Common Areas not otherwise reserved to Tenant.

10. ACCESS TO PREMISES. Tenant shall allow Landlord or any person authorized by Landlord to the Premises for the purpose of examining or exhibiting the same, or to make any repairs or alterations thereof which Landlord may see fit to make, and Tenant will allow Landlord to have placed upon the Property at all times notices of "For Sale or For Rent" and Tenant will not interfere with the same. Landlord will provide Tenant with reasonable notice of its intent to access the premises, except in cases of emergency where immediate access is necessary. Landlord shall use reasonable efforts to refrain from interfering with the Tenants lawful use and business operations and to minimize any inconvenience arising out of such access.

11. NON-LIABILITY OF LANDLORD. Except as provided by applicable law, Landlord shall not be liable to Tenant for any damage or injury to it or its property occasioned by the failure of the Premises to be in good repair or condition, and shall not be liable for any damage or injury done or occasioned by wind or the elements or by failure or defect in the Building systems, including the plumbing, electrical, and HVAC systems, and all appurtenances thereto, nor for any damage or injury occasioned by water, snow or ice at the Property, nor for any damage or injury arising from any act, omission or negligence of Landlord or Landlord agents or any owners or occupants of adjoining or contiguous property, all claims for any

such damage or injury being hereby expressly waived by Tenant. Tenant does not waive liability for damages caused by the willful misconduct or gross negligence of Landlord or its employees, agents or assigns. Tenant will give prompt notice to Landlord in case of fire or accidents in the Premises or on the Property or of defects therein or in any fixtures or equipment.

12. **RESTRICTIONS (SIGNS, ALTERATIONS, FIXTURES).**

(a) Tenant at its expense may install Tenants name and logo to go on the façade of the Building, and Tenant may at its expense install reasonable signage at the Premises entrances and within the Premises (collectively, the “**Signage**”), in all cases in a manner reasonably satisfactory to Landlord and Tenant and compliant with applicable laws, collective bargaining agreements, and health and safety considerations. Tenant shall maintain the Signage at and within the Premises in good and slightly condition during the Term and shall pay the cost to remove the Signage upon the expiration or termination of the Term, or Lease.

(b) Except for the Signage, Tenant shall not attach, affix or exhibit or permit to be attached, affixed or exhibited, any articles of permanent character or any sign, attached or detached, to any window, floor, ceiling, door or wall in any place in or about the Building or Property, or upon any of the appurtenances thereto, without in each case first obtaining the written consent of Landlord. Tenant shall not make any changes, modifications, or alterations in or to the Premises without in each case first obtaining the written consent of Landlord. At Landlord’s request, Tenant shall remove any of its additions, alterations, or improvements to the Premises prior to the expiration or termination of this Lease and shall repair any damage caused by such removal. If Tenant fails to make such removals, then Landlord may remove and store or dispose of the same, and Tenant agrees to pay the expense of removal, storage and disposal thereof. At the expiration or earlier termination of this Lease, any alterations, decorations, installations, additions, or improvements to the Premises permitted by Landlord to remain shall become the property of Landlord. Until the expiration or termination of the Lease, Tenant shall own and shall insure against loss all such permitted work completed by Tenant. Any permitted work done by Tenant under this Section shall be completed in a good and workmanlike manner according to plans and specifications approved by Landlord, in compliance with applicable laws, free from liens or other encumbrances, and with minimal interference with the use and enjoyment of the Property by Landlord or any other occupant thereof. Any contractor hired by Tenant to complete any permitted work hereunder shall be licensed and maintain (and provide evidence to Landlord) such insurance as required by the State of Illinois and reasonably acceptable to Landlord and will name Landlord, its agent and lender as an additional insured on such insurance. Except for the Signage, Landlord retains all naming rights for the Building and/or the Property.

13. **SUBLETTING; ASSIGNMENT.** Tenant shall not assign this Lease or sublet the Premises in whole or in part, whether voluntarily, by operation of law or otherwise, without Landlord’s prior written consent, which may be granted or withheld at Landlord’s sole discretion. In the event of any permitted assignment or subletting, Tenant shall remain primarily liable hereunder, and any extension options granted to Tenant hereunder shall be rendered void and of no further force or effect. The acceptance of rent from any other person shall not be deemed to be a waiver of any of the provisions of this Lease or to be a consent to the assignment of this Lease or the subletting of the Premises. Any assignment or sublease consented

to by Landlord shall not relieve Tenant (or its assignee) from obtaining Landlord's consent to any subsequent assignment or sublease

14. **DAMAGE AND DESTRUCTION; CONDEMNATION.**

(a) Tenant agrees to immediately notify Landlord of any fire or other casualty at the Premises. If the Premises are damaged by fire or other cause, the damages may be repaired by and at the expense of Landlord in its sole discretion. If only the Premises are damaged and Landlord elects not to make repairs, then Tenant shall have the option of making such repairs. If both Landlord and Tenant elect not to make repairs, then this Lease shall terminate as of the date of such damage.

(b) If all or any substantial part of the Property shall be acquired by eminent domain or condemnation ("**Taking**") Landlord may terminate this Lease by giving written notice to Tenant and in such event this Lease shall terminate as of the date possession of the Premises is so taken. If all or any part of the Premises shall be acquired by Taking so that the Premises shall become unusable for the Permitted Use hereunder and the Premises was actually used by Tenant at time of the Taking, then Tenant may terminate this Lease as of the date possession thereof is so taken by giving written notice thereof to Landlord within thirty (30) days after the date Tenant receives written notice of such Taking. All damages awarded for such Taking shall belong to Landlord; provided, however, that Tenant may claim a separate award for business relocation and moving expenses.

15. **OBLIGATIONS UPON TERMINATION; SURRENDER; HOLDING OVER.**

(a) Tenant shall have no right to occupy the Premises or any portion thereof after the expiration or termination of the Term and any license period under Section 1(a) above. Upon expiration of the Term or earlier termination of this Lease, Tenant shall (i) remove Tenant's personal property, furniture, trade fixtures, equipment (and if requested by Landlord, any alterations or improvements made to the Premises after the Commencement Date by or at the request of Tenant) (collectively, "**Required Removables**") (ii) repair any injury or damage to the Premises arising from installation or removal of the Required Removables, and (iii) quit and deliver up the Premises to Landlord peaceably and quietly in as good order and condition as the same are in on the Commencement Date or hereafter may be put in by Landlord or Tenant, ordinary wear and tear and repairs or restoration which are Landlord's obligation excepted. For any Required Removables not timely removed, Landlord may to the fullest extent permitted by applicable law: (i) treat any remaining property of Tenant as abandoned by Tenant with full rights of ownership transferred to Landlord; (ii) relocate, remove and store such property at Tenant's expense with reimbursement by Tenant to Landlord upon demand; and/or (iii) sell or dispose of such property without delivering any proceeds to Tenant.

(b) If Tenant remains in possession of the Premises or any part thereof after the end of the Term and any license period under Section 1(a) above or otherwise fails to timely perform its above described obligations under this Section 15, Tenant's occupancy shall be a tenancy at sufferance on the same terms and conditions of this Lease except Rent payable during the holdover period (which will be after any license period under Section 1(a) shall be Ten Thousand Dollars (\$10,000) per month and Landlord may exercise any and all remedies available to it at law or in equity to recover possession of the Premises.

16. **TENANT'S DEFAULT AND LANDLORD'S REMEDIES.**

(a) The occurrence or existence of any one or more of the following shall constitute "**Default**" by Tenant under this Lease: (i) Tenant fails to pay any installment of Rent or other payable sum within 15 days after the date when due; (ii) Tenant fails to observe or perform any of the other covenants, conditions or provisions of this Lease and fails to cure such default within 21 days after written notice thereof to Tenant; provided, however, that if Tenant's failure cannot reasonably be cured within said 21 day period, Tenant shall be allowed additional time (not to exceed an additional 45 days) as is reasonably necessary to cure such failure so long as Tenant commences to cure the failure within said initial 21 days and thereafter diligently pursues a course of action that will cure the failure; (iii) Tenant is declared insolvent by law or any assignment of Tenant's property is made for the benefit of creditors; (iv) a receiver is appointed for Tenant or Tenant's property which appointment is not discharged within 30 days; (v) upon the abolishment or disbandment of Tenant as an agency of the State of Illinois; or (vi) upon Tenant's abandonment of the Premises.

(b) Upon the occurrence of a Default, Landlord may, in addition to any other remedy Landlord may have, elect to terminate this Lease. Upon any such termination, Tenant shall have 30 days to remove all Required Removables and immediately surrender and vacate the Premises and deliver possession thereof to Landlord in the condition required under Section 15 of this Lease. After the 30 day period, Tenant grants to Landlord the right to enter and repossess the Premises and to expel Tenant and any others who may be occupying the Premises and to remove any and all property therefrom, without being deemed in any manner guilty of trespass and without relinquishing Landlord's rights to Rent or other payable sum or any other right given to Landlord hereunder or by operation of law.

(c) Any amount due from Tenant under this Lease that is not paid in full within 30 days after due shall bear interest from the due date until paid at a rate equal to the lesser of 8% per annum or the lawful rate of interest permitted under applicable laws of the State of Illinois (the "**Default Rate**").

(d) Landlord may, but shall not be obligated to, perform any obligation of Tenant under this Lease if Tenant has failed to perform the same within 21 business days after written notice from Landlord (or, if such failure cannot reasonably be cured within said 21 business day period, such additional time (not to exceed an additional 45 days) as is reasonably necessary to cure such failure so long as Tenant commences to cure the failure within said initial 21 business days and thereafter diligently pursues a course of action that will cure the failure) (or, in either case, such lesser notice, if any, as may be feasible in an emergency), and, if Landlord so elects, all costs and expenses paid by Landlord in performing such obligation shall be reimbursed by Tenant to Landlord on demand, together with interest thereon at the Default Rate from the date incurred by Landlord until reimbursed by Tenant.

(e) Any and all remedies set forth in this Lease: (i) shall be in addition to any and all other remedies Landlord may have at law or in equity; (ii) shall be cumulative; and (iii) may be pursued successively or concurrently as Landlord may elect. The exercise of

any remedy by Landlord shall not be deemed an election of remedies or preclude Landlord from exercising any other remedies in the future.

(f) LANDLORD AND TENANT WAIVE TRIAL BY JURY IN THE EVENT OF ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER LANDLORD OR TENANT AGAINST THE OTHER IN CONNECTION WITH THIS LEASE.

17. LANDLORD'S DEFAULT AND TENANT'S REMDIES

(a) If Tenant believes that Landlord has breached or failed to comply with any provision of this Lease applicable to Landlord, Tenant will give written notice to Landlord describing the alleged breach or noncompliance. Landlord will not be deemed in default under this Lease if Landlord cures the breach or noncompliance within thirty (30) days after receipt of Tenant's notice or, if the same cannot reasonably be cured within such thirty (30) day period, if Landlord in good faith commences to cure such breach or noncompliance within such period and then diligently pursues the cure to completion.

(b) If Landlord breaches or fails to comply with any provision of this Lease applicable to Landlord, and such breach or noncompliance is not cured within the period of time described in Section 17(a), then Tenant may exercise any right or remedy available to Tenant at law or in equity, except to the extent expressly waived or limited by the terms of this Lease, and provided however, in no event shall Landlord be liable for consequential or punitive damages.

18. INDEMNIFICATION: Unless prohibited by State law, the Landlord agrees to hold harmless and indemnify the Tenant, and its officials, employees, and agents, from any and all losses, expenses, damages (including loss of use), suits, demands and claims, and shall defend any suit or action, whether at law or in equity, based on an alleged injury or damage of any type arising from the actions or inactions of the Landlord and/or the Landlord's employees, officials, agents, contractors and subcontractors, and shall pay all damages, judgments, costs, expenses, and fees, including attorney's fees, incurred by the Tenant and its officials, employees and agents in connection therewith. Unless prohibited by State law, the Tenant agrees to hold harmless and indemnify the Landlord, and its officials, employees, and agents, from any and all losses, expenses, damages (including loss of use), suits, demands and claims, and shall defend any suit or action, whether at law or in equity, based on an alleged injury or damage of any type arising from the actions or inactions of the Tenant and/or the Tenant's employees, officials, agents, contractors and subcontractors, and shall pay all damages, judgments, costs, expenses, and fees, including attorney's fees, incurred by the Landlord and its officials, employees and agents in connection therewith.

19. REMOVAL OF LIENS. In the event any lien upon Landlord's title results from any act or neglect of Tenant, and Tenant fails to remove said lien within 60 days after Landlord's notice to do so, then in addition to any other remedy Landlord may have, Landlord may remove the lien by paying the full amount thereof or otherwise and without any investigation or contest of the validity thereof, and Tenant shall pay Landlord upon request the amount paid out by Landlord in such behalf, including Landlord's costs,

expenses and counsel fees.

20. **QUIET ENJOYMENT.** Landlord covenants that, so long as no Default exists hereunder beyond applicable notice and cure periods, Tenant shall peaceably and quietly enjoy the Premises through the term of this Lease without hindrance or molestation by anyone claiming through or under Landlord subject, however, to the terms of this Lease and any recorded easements, covenants, conditions or restrictions of record.

21. **ENVIRONMENTAL LAWS.**

(a) Definitions:

(i) "Environmental Laws" shall mean all present or future federal, state and municipal laws, ordinances, rules and regulations applicable to the environmental and ecological condition of the Premises, and the rules and regulations of the Federal Environmental Protection Agency and any other federal, state or municipal agency or governmental board or entity having jurisdiction over the Premises.

(ii) "Hazardous Substances" shall mean those substances included within the definitions of "hazardous substances", "hazardous materials", "toxic substances", "solid waste" or "infections waste" under Environmental Laws and petroleum products.

(b) Tenant shall not cause or permit the use, generation, release, manufacture, refining, production, processing, storage or disposal of any Hazardous Substances on, under or about the Premises, or the transportation to or from the Premises of any Hazardous Substances, except as necessary and appropriate for the use permitted hereunder, in which case the use, storage or disposal of such Hazardous Substances shall be performed in compliance with the Environmental Laws and the highest standards prevailing in the industry.

(c) Tenant shall immediately (a) notify Landlord of (i) any alleged violation by Tenant or its employees, agents, representatives, customers, invitees or contractors of any Environmental Laws on, under or about the Premises, or (ii) the presence or suspected presence of any Hazardous Substances on, under or about the Premises, and (b) deliver to Landlord any notice received by Tenant relating to (a)(i) and (a)(ii) above from any source. All Parties understand Tenant's Permitted Use of the Premises includes the storage, use, and disposal of firearms, ammunition, controlled substances, chemicals (for example, ethanol), fire hazard waste, formamide waste, and biohazardous waste. The Premises will also contain equipment for proper handling of these materials, and Tenant agrees to handle such materials in compliance with applicable law.

(d) Tenant shall indemnify Landlord and Landlord's agents from any and all claims, losses, liabilities, costs, expenses, fines, penalties, and damages, including attorneys' fees, costs of testing and remediation costs, incurred by Landlord in connection with any breach by Tenant of its obligations under this Section 21. The covenants and obligations under this Section 21 shall survive the expiration or earlier termination of this Lease.

(e) Notwithstanding anything contained in this Section 21 to the contrary,

Tenant shall not have any liability to Landlord under this Section 21 resulting from any Hazardous Substances proven to have existed at, in, on, under or in connection with the Premises prior to the Commencement Date, or any other environmental violations outside the Premises, or caused by a party other than Tenant or a person for whom Tenant is legally liable, except to the extent Tenant exacerbates the same.

22. **SUBORDINATION.** The rights and interests of Tenant under this Lease shall be subject and subordinate to any mortgage or trust deed that now or hereafter exists on the Property, or any part thereof, and to any and all advances to be made thereunder and to the interest thereon and all renewals, amendments, modifications, replacements and extensions thereof. Tenant shall, within 30 days following the request of Landlord or such secured party, execute and deliver whatever commercially reasonable instruments may be required to further evidence or confirm the foregoing.

23. **LANDLORD'S LIABILITY.** There shall be no personal liability on Landlord or Landlord's employees, officers, directors, trustees, shareholders, beneficiaries or any successor in interest with respect to any provisions of this Lease. Tenant shall look solely to the equity of the then owner of the Property for the satisfaction of any remedies of the Lease in the event of a breach by Landlord of any obligations hereunder. The term "**Landlord**" as used in this Lease means only the owner of Landlord's interest in the Property (which includes the Premises) from time to time. In the event of any assignment, conveyance or sale, once or successively, of Landlord's interest in the Premises said Landlord making such conveyance or sale shall be and hereby is entirely freed and relieved of all covenants and obligations of Landlord hereunder accruing after such conveyance or sale, and Tenant agrees to look solely to such assignee, grantee or purchaser with respect thereto. This Lease shall not be affected by any such conveyance or sale, and Tenant agrees to attorn to the assignee, grantee or purchaser.

24. **TAXES.** Tenant shall pay before any delinquency any and all taxes, assessments, license fees and public charges levied, assessed or imposed and which become payable during the Lease term upon Premises improvements, fixtures, furniture, appliances and personal property installed or located in or on the Premises. If applicable in the jurisdiction where the Premises are located, Tenant shall pay and be liable for all rental, sales, service and use taxes or other similar taxes arising from Tenant's operation of its business within the Premises or on the payment of Rent, if any, levied or imposed by any city, state, county or other governmental body having authority, and if levied upon Landlord, such payments shall be reimbursed to Landlord by Tenant as additional Rent. Landlord shall pay before any delinquency all real estate tax, assessment, or governmental imposition of any kind whatsoever imposed upon Landlord by reason of its ownership, operation or management of the Building and Property.

25. **INSURANCE.**

(a) During the Term, Landlord shall have the responsibility for insuring the Building. During the Term, Tenant shall insure its personal property, trade fixtures, alterations, equipment and the Required Removables against damage or loss caused by fire or other risks.

(b) During the Term, Tenant will maintain: (i) worker's compensation insurance for Tenant's employees at the Premises; (ii) business automobile liability insurance to cover all owned, hired and non-owned automobiles owned or operated by Tenant; and (iii) commercial general liability insurance respecting occurrences on the Premises and Tenant's contractual liability under this Lease. Tenant also agrees to maintain such other insurance or coverages as Landlord reasonably requests, consistent with insurance requirements of tenants at this and similar properties in the region.

(c) Prior to occupancy of the Premises and from time to time thereafter upon request, Tenant will provide Landlord with certificates of insurance evidencing the coverage required hereunder.

(d) All policies of insurance carried by Tenant shall be maintained by Tenant. Tenant shall name Landlord as an additional certificate holder for general liability insurance coverage required to be carried by Tenant pursuant to this Lease. Tenant's liability policies shall be primary and non-contributory and shall not call into contribution nor be applied as excess to any other insurance available to Landlord.

(e) Notwithstanding anything to the contrary contained in this Lease, Landlord and Tenant hereby waive (and shall cause their respective insurance carriers to waive any rights of subrogation) any and all rights of recovery, claims, actions or causes of action against the other for any loss or damage with respect to the Property and the Premises, or any portion thereof, or Tenant's personal property or trade fixtures, including rights, claims, actions and causes of action based on negligence, which loss or damage is covered by property insurance (or would have been had the property insurance required by this Lease been carried).

(f) Whenever any loss, cost or damage or expense resulting from fire, explosion or any other casualty or occurrence is incurred by either of the parties to this Lease in connection with the Premises and such party is then covered in whole or in part by insurance with respect to such loss, cost, damage or expense, then the party so insured hereby releases the other party from any liability it may have on account of such loss, cost, damage or expense to the extent of any amount recovered by reason of such insurance and waives any right to subrogation which might otherwise exist in or accrue to any person on account thereof, provided that such release of liability and waiver of the right of subrogation shall not be operative in any case where the effect thereof is to invalidate such insurance coverage or increase the cost thereof (provided that in the case of increased costs, the other party shall have the right, within 30 days following written notice, to pay such increased cost, thereupon keeping such release and waiver in full force and effect).

26. **NOTICES.** All notices and demands to be given by one party to the other party under this Lease shall be given in writing, mailed or delivered to Landlord or Tenant, as the case may be, at the respective address of the parties set forth in the Fundamental Terms, or at such other address as either party may hereafter designate. Notices shall be delivered by hand or by United States certified or registered mail, postage prepaid, return receipt requested, or by a nationally recognized overnight air courier service for next business day delivery. Notices shall be considered to have been received upon the earlier to occur of actual receipt or refusal of delivery (if delivered by hand) or 1 business day after depositing with a nationally recognized overnight courier, or 2 business days after posting in the United States (certified or registered) mail.

27. **BROKER.** Tenant and Landlord mutually represent and warrant to each other that neither has retained any broker, agent, finder, or representative in connection with this Lease. Landlord and Tenant each agree to indemnify, defend and hold the other harmless from and against any claims for a fee or commission made by any broker in violation of the foregoing sentence.

28. **MISCELLANEOUS.**

(a) Tenant shall keep and observe such written rules and regulations mutually agreed upon by the Parties from time to time for the proper and orderly use and care of the Building, the Premises, and/or the Property.

(b) The Tenant shall retain authority, control, and supervision over all Tenant personnel assigned to and visiting the Forensic Science Institute on the Property and in the Building or Premises. The City of Belleville will retain authority, control, and supervision over all City of Belleville personnel assigned to the Property and Building.

(c) Tenant may reserve, up to one year in advance, Landlord's Auditorium and certain meeting rooms. In the event that the Landlord's Auditorium or meeting rooms are reserved for the Tenant's use, additional adequate parking will be made available to the Tenant on the dates such Auditorium or meeting rooms are reserved.

(d) All covenants, promises, representations and agreements herein contained shall be binding upon, apply and inure to the benefit of Landlord and Tenant and their respective heirs, legal representatives, successors and assigns.

(e) If Landlord fails to perform timely any of the terms, covenants or conditions of this Lease on Landlord's part to be performed, and such failure is due in whole or in part to any strike, lockout, labor trouble, civil disorder, riot, insurrection, act of terrorism, war, accident, fire or other casualty, adverse weather conditions, act of God, governmental inaction, restrictive governmental law or regulation, inability to procure materials, electricity, gas or other fuel or water or other utilities at the Building, disruption caused by infectious disease outbreak, or any act or event caused directly or indirectly by or by default of Tenant or contractors, or any cause beyond the reasonable control of Landlord, then Landlord shall not be deemed in default under this Lease as a result of such failure and the time for performance of any of Landlord's obligations affected by such delay shall be extended by the period of delay.

(f) Each party will pay its own legal fees and costs in connection with negotiating, signing, and enforcing this Lease.

(g) This Lease shall be governed in accordance with the laws of the State of Illinois.

(h) Time is of the essence of each term and provision of this Lease.

(i) This Lease may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(j) Tenant shall not record this Lease with any public records. Neither party shall be obligated to execute a memorandum of this Lease.

(k) If any clause, phrase, provision or portion of this Lease or the application thereof to any person or circumstance shall be invalid, or unenforceable under applicable law, such event shall not affect, impair or render invalid or unenforceable the remainder of this Lease nor any other clause, phrase, provision or portion hereof, nor shall it affect the application of any clause, phrase, provision or portion hereof to other persons or circumstances.

(l) The parties intend that this Lease be construed as if the covenant between Landlord and Tenant are independent and that the Rent will be payable without offset, reduction or abatement for any cause except as otherwise specifically provided in this Lease.

(m) This is the entire agreement between Landlord and Tenant; it replaces and supersedes any and all oral agreements between the parties, as well as any prior writings. No future modification, waiver or amendment of this Lease shall be binding upon Landlord or Tenant unless in writing and signed by the Landlord and Tenant. Submission of the form of the Lease for examination will not bind Landlord in any manner, and no obligations will arise under this Lease until it is signed by both Landlord and Tenant and delivery is made to each.

(n) The individuals signing this Lease on behalf of Landlord and Tenant represent and warrant that they are empowered and duly authorized to bind Landlord or Tenant, as the case may be, to this Lease according to its terms.

29. **CONFIDENTIALITY.** Tenant and Landlord agree to maintain in strict confidence the information and terms contained in this Lease and all related documents (collectively the “**Confidential Information**”), unless such Confidential Information is required to be released by law (Court Order, subpoena, FOIA request). Both Parties shall at all times comply with the Freedom of Information Act (FOIA), 5 ILCS 140\1 et seq. However, should either party receive a FOIA request related to this Lease, the party receiving the FOIA request shall notify the other party within five days of receipt of such request. Both Parties shall also comply with their own records retention

policy and comply with State law related to records retention. Neither party will make public announcements about this Lease or the Premises without first obtaining the written approval of the other party. Violating the terms of this clause is not a basis for terminating the Lease, but the Parties agree to meet and discuss any violation or related issues within 30 days of such violation.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the date first above written.

LANDLORD:

CITY OF BELLEVILLE

By: _____

Name: _____

Its: _____

TENANT:

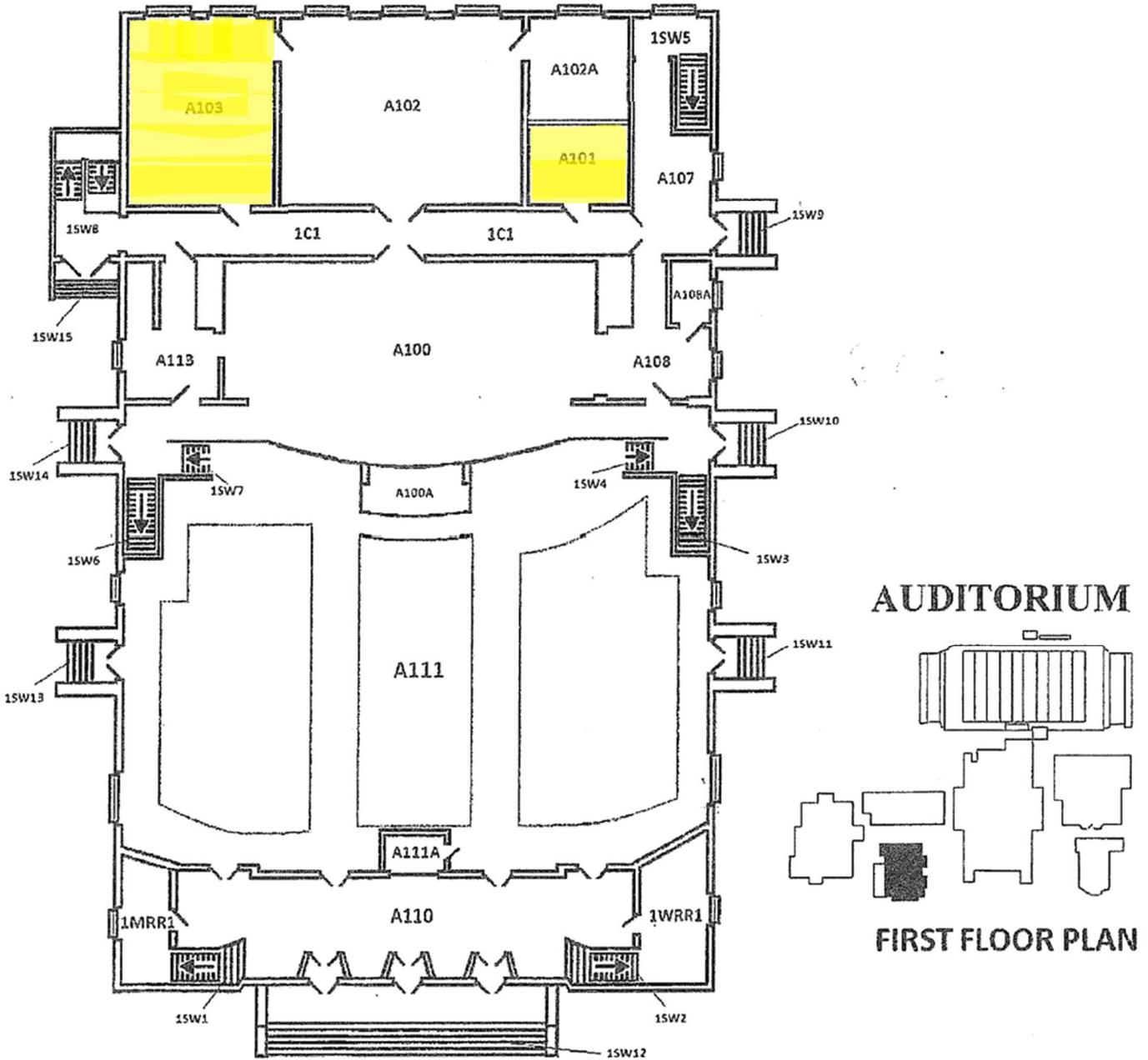
The Helene & Dennis Sparger Center for
Performing Arts

By: _____

Name: _____

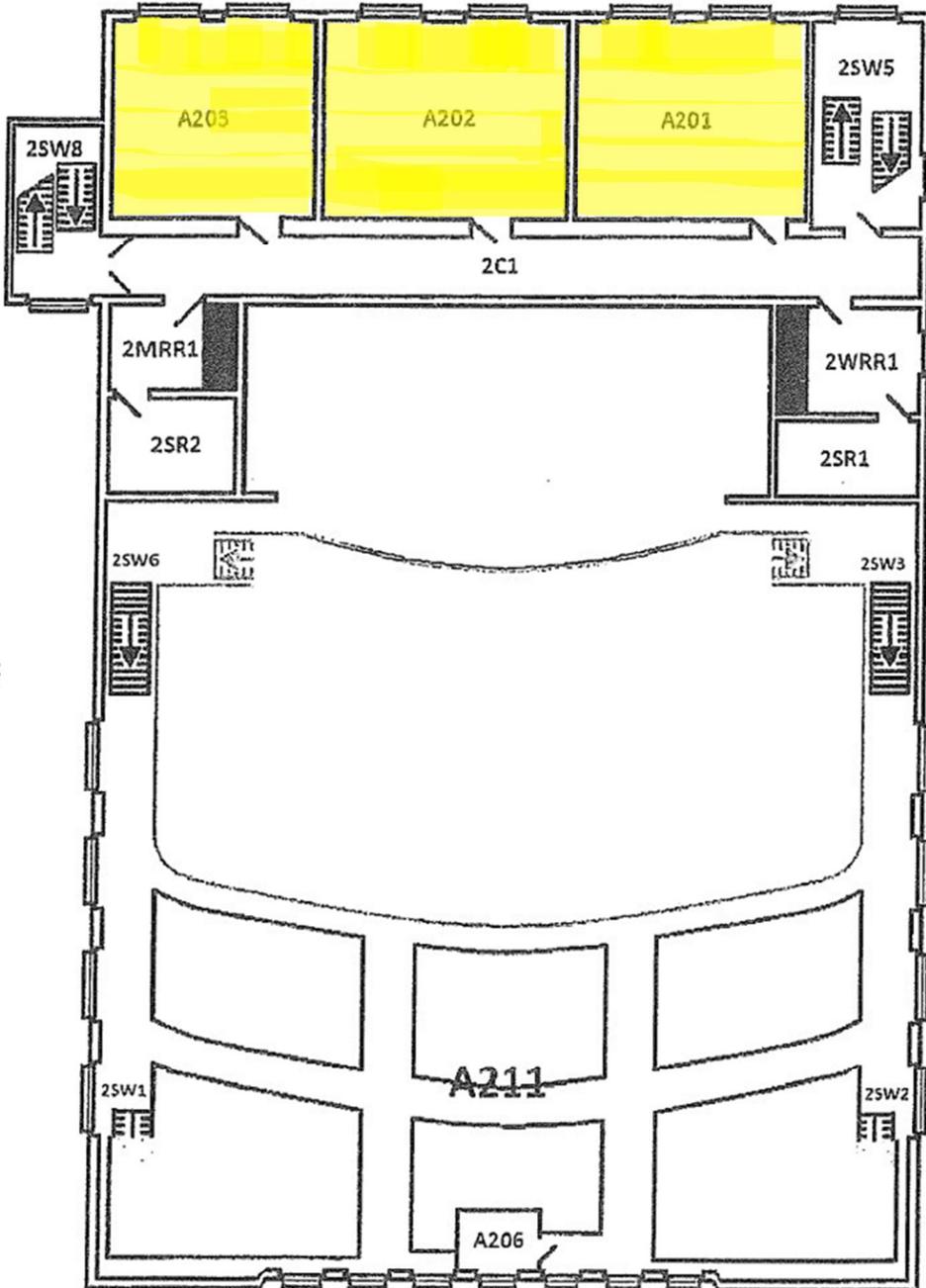
Its: _____

- Exhibit A

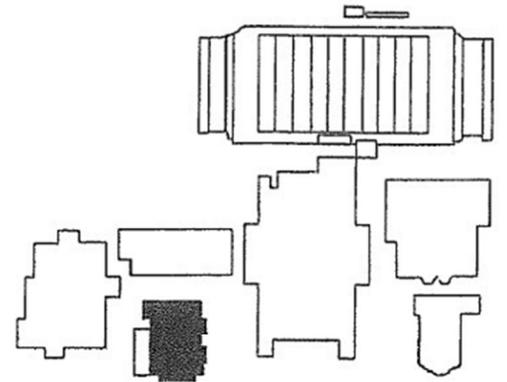


1st Floor – 603sqft

Exhibit A (cont'd)



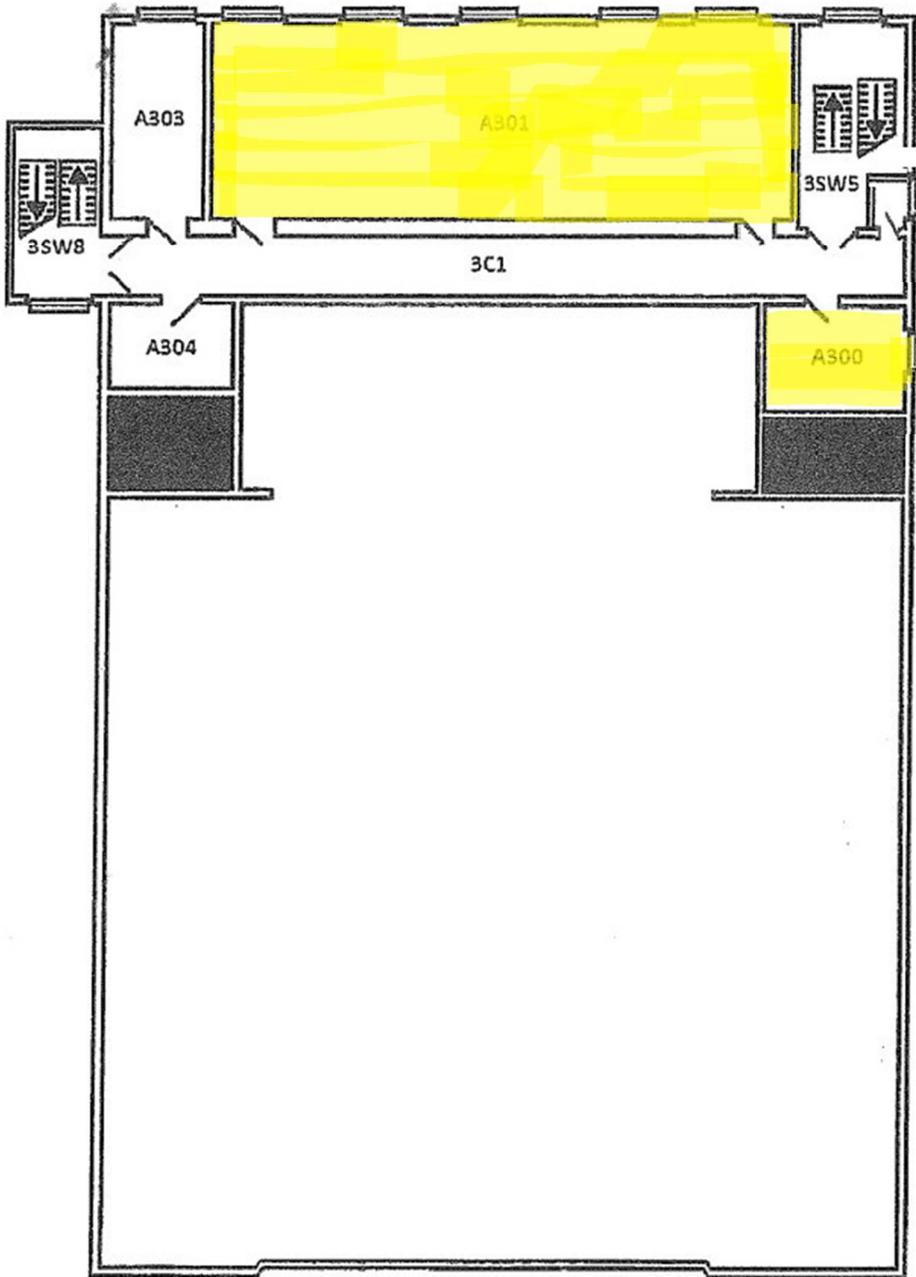
AUDITORIUM



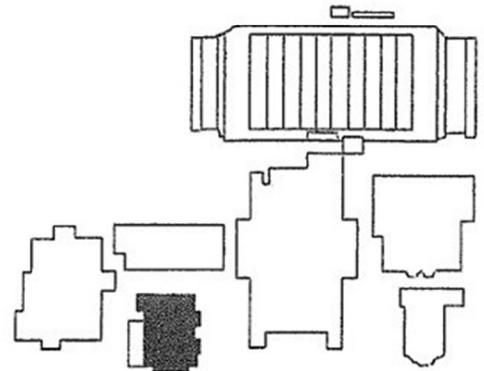
SECOND FLOOR PLAN

2nd Floor – 1518sqft

Exhibit A (cont'd)



AUDITORIUM



THIRD FLOOR PLAN

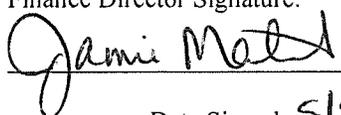
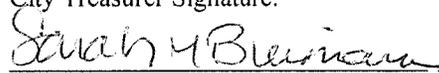
3rd Floor – 1350sqft

Total – 3471sqft

REQUEST FOR SUPPLEMENTAL AMENDMENT - **BUDGET** – 2024-2025

DEPARTMENT/ DIVISION	ACCOUNT NUMBER (LINE ITEM)	LINE ITEM DESCRIPTION	ORIGINAL BUDGETED AMOUNT	AMOUNT OF TRANSFER	REVISED BUDGETED AMOUNT
Administration	01-50-91330	Historical Preservation	2,000	+1,900	3,900
	01-50-89000	Other Improvements	0	+30,000	30,000
Parks & Recreation	07-00-83000	Equipment	8,000	+23,921	31,921
TIF 3	38-00-51100	Maintenance Service – Building	437,000	+65,100	502,100
	38-00-53200	Engineering	1,280,000	+92,000	1,372,000
	38-00-54900	Other Professional Services	418,000	+140,000	558,000
	38-00-84000	Vehicles	1,920,250	+330,000	2,250,250
	38-00-86000	Streets	6,481,000	+679,000	7,160,000
	38-00-89000	Other Improvements	3,231,000	+856,000	4,087,000

Reason for amendments: Encumbrances April 30, 2024

Department Head Signature: <hr/> Date Signed: _____	Finance Director Signature:  Date Signed: <u>5/9/24</u>	City Treasurer Signature:  Date Signed: <u>5/9/24</u>
--	--	--

Completed By: J. Maitret	Date Completed: 5-9-24	Entered By:	Date Entered:
--------------------------	------------------------	-------------	---------------



OFFICE USE ONLY

Name of Event:

Car Motorcycle Jeep Cruise

Date of Event:

Sat 052524

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): McIlravy's, Swansea Improvement Hal, AJ's, Route 13, Crehans, Corner Chill & Grill.

Name of Event: Brigg's 3rd Annual Car, Motorcycle, Jeep Cruise

Date of Event: Sat. May 25th Event Starting Time: 12PM Event Ending Time: 1:59AM

Street Closure Time: 10:30AM Street Re-Open Time: 11:59PM

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

Name	Address	Phone	Email
Debbie Menard	[REDACTED]	[REDACTED]	dmenard@sunsetford.com
Ashley Briggs			

Number of people (20-40) animals (_____) vehicles (10-20) expected to participate.

Describe the event in detail:

Briggs 3rd Annual Car, Motorcycle, Jeep Cruise - Ashley Brigg's lost her daughter (Camie)

to Leukemia & Lymphoma - 50/50- Silent Auction, Attendance prizes.

Camie's Crew Light the night walk. - All proceeds go to Leukemia & Lymphoma Society.

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

Starts at Swansea Improvement hall. McIlravy's Irish Pub will be the second spot, then

to A.J'S, Route 13, Crehans, Corner Chill & Grill ending at Swansea Improvement hall

OFFICE USE ONLY

Name of Event: Car Motorcycle Hoop Cruise
Date of Event: Sat 052524

Are you requesting streets to be closed? If so, list specifics below and note on map of event route:
Yes, 3001 W. Main from West Main St. past Vernier St. One Block total.

And the both Alley entrances directly behind McIlravy's. From both directions.

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: 3
- Picnic Tables Yes No Number Requested: 3
- Sanitation Vehicle and Manpower Yes No
- Electric (if available) (note on map location(s)) Yes No Number Requested: _____
- Music Yes No Times: 11AM - 11:59PM (speaker only)
- Barricades Yes No Number Requested: 6

Comments or Additional Request(s): We are hoping for some or all to come back to McIlravy's after the cruise.

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] Debbie Menard
 Signature of Person Making Application Printed Name of Person Making Application

[Redacted Mailing Address]
 Mailing Address

[Redacted Phone Number]
 Phone Number

dmenard@sunsetFord.com (Weekday)
 E-mail [Redacted] (Weekend)

DATE OF APPLICATION: 5/1/24

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
 (618) 233-6810

OFFICE USE ONLY

Name of Event: *McIlravy's*
Date of Event: *May 25, 2024*

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 type="checkbox"/> Application <input type="checkbox"/> Event Map <input type="checkbox"/> Insurance Certificate	Date Received by City Clerk's Office: _____ Scheduled Meeting Date: _____ Date Approved by Staff: _____ Date on Council Agenda: _____ Notification Sent to Event Representative of Council Meeting: _____
<input type="checkbox"/> Approved on: _____ <input type="checkbox"/> Denied on: _____ Notification Sent to Event Representative of Council Approval/Denial on: _____	

STAFF REVIEW SECTION

Police Department: _____

APPROVED DENIED DATE: _____ INITIALS: _____

Fire Department: _____

APPROVED DENIED DATE: _____ INITIALS: _____

Public Works: *3 Toters, 3 picnic tables, 6 wood barricades provided as requested @ N/C.*

APPROVED DENIED DATE: *5/3/24* INITIALS: *JRP*

Maintenance Department: _____

APPROVED DENIED DATE: _____ INITIALS: _____

Marketing/Communications: _____

APPROVED DENIED DATE: _____ INITIALS: _____

OFFICE USE ONLY

Name of Event:

Date of Event:

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

STAFF REVIEW SECTION

Police Department: Situational awareness

APPROVED DENIED DATE: 5/2/24 INITIALS: RT

Fire Department: _____

APPROVED DENIED DATE: _____ INITIALS: _____

Public Works: _____

APPROVED DENIED DATE: _____ INITIALS: _____

Maintenance Department: _____

APPROVED DENIED DATE: _____ INITIALS: _____

Marketing/Communications: _____

APPROVED DENIED DATE: _____ INITIALS: _____

OFFICE USE ONLY

Name of Event:

Date of Event:

<p align="center">CHECKLIST (FOR USE BY CITY PERSONNEL ONLY)</p>	<p align="center">EVENT INFORMATION (FOR USE BY CITY PERSONNEL ONLY) Completed application/documentation to be sent to city staff prior to meeting. Meeting will be scheduled with all city staff and a representative of the event.</p>
<p><input 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: _____</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: 5/2/24 INITIALS: [Signature]

Fire Department: Situational Awareness

APPROVED DENIED DATE: _____ INITIALS: _____

Public Works: _____

APPROVED DENIED DATE: _____ INITIALS: _____

Maintenance Department: _____

APPROVED DENIED DATE: _____ INITIALS: _____

Marketing/Communications: _____

APPROVED DENIED DATE: _____ INITIALS: _____

OFFICE USE ONLY
 Name of Event: BIGSS 3rd Annual Cruise
 Date of Event: 05/25/24

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 type="checkbox"/> Application <input type="checkbox"/> Event Map <input type="checkbox"/> Insurance Certificate	Date Received by City Clerk's Office: _____ Scheduled Meeting Date: _____ Date Approved by Staff: _____ Date on Council Agenda: _____ Notification Sent to Event Representative of Council Meeting: _____
<input type="checkbox"/> Approved on: _____ <input type="checkbox"/> Denied on: _____ Notification Sent to Event Representative of Council Approval/Denial on: _____	

STAFF REVIEW SECTION

Police Department: _____

APPROVED DENIED DATE: _____ INITIALS: _____

Fire Department: _____

APPROVED DENIED DATE: _____ INITIALS: _____

Public Works: _____

APPROVED DENIED DATE: _____ INITIALS: _____

Maintenance Department: S/A

APPROVED DENIED DATE: 05/03/2024 INITIALS: MJD

Marketing/Communications: _____

APPROVED DENIED DATE: _____ INITIALS: _____

Jenny Meyer

From: Jenny Meyer
Sent: Tuesday, May 07, 2024 10:06 AM
To: Menard, Debra
Cc: Jason Poole; Lt Rob Thomason (thomasonr@bellevillepolice.org); Jeff Davis; Craig Maue; Stephanie Mills; Curt Lougeay; Michael Schaefer; Erin Clifford; Niccy Cook; Courtney Adams
Subject: Brigg's 3rd Annual Car, Motorcycle, Jeep Cruise

Debbie & Dave:

See below for a synopsis of staff review for your requested event. This will go to City Council for their final decision on Monday, May 20th.

Event:

- Brigg's 3rd Annual Car, Motorcycle, Jeep Cruise
- McIlravy's Irish Pub
- Saturday, May 25, 2024
- 12:00pm to 1:59am

Street Closure:

- First block of North 30th Street to Vernier
- **Alley access MUST remain open during event for Emergency Responders and Residential traffic**
- 10:30am to 11:59pm

Public Works:

- Post "No Parking" signage as necessary on Friday, May 24, 2024
- Deliver 3 picnic tables on Friday, May 24, 2024. Organizers responsible for returning picnic tables to their drop-off location for pick-up on Tuesday, May 28, 2024.
- Deliver barricades on Friday, May 24, 2024. **Organizers responsible for opening/closing street at approved times.** Pick-up barricades on Tuesday, May 28, 2024.
- Deliver 3 trash toters on Friday, May 24, 2024. Organizers responsible for returning trash toters to their drop-off location for pick-up on Tuesday, May 28, 2024.

Police Department:

- Situational awareness

Fire Department:

- Situational awareness

Maintenance Department:

- Situational awareness

Marketing/Communications:

- Provide Courtney Adams cadams@belleville.net with promotional materials to market

Miscellaneous:

- A certificate of insurance naming the City of Belleville as an additional insured is required in the amount of \$1million per person and \$2,000,000 aggregate. (City of Belleville, 101 South Illinois Street, Belleville, IL 62220)
- A Special Event Liquor License is required if any alcohol is to be consumed outside the approved outdoor allowance, please contact Erin Clifford in the Mayor's Office at 618-233-6810 upon approval for license

This will go to City Council Monday, May 20, 2024, 7:00pm, Council Chambers, 101 South Illinois Street, Belleville, Illinois for approval.

Upon the decision of the Council a letter will be sent via email.

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

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



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

Jenny Meyer

From: Menard, Debra <dmenard@sunsetford.com>
Sent: Thursday, May 02, 2024 12:57 PM
To: Jenny Meyer
Cc: Jason Poole; Lt Rob Thomason (thomasonr@bellevillepolice.org); Erin Clifford
Subject: Re: McIlravy's Irish Pub

Ok, We do not need to block the Alley's.

There are only two houses that are on that first block and both of them use the driveways that are located in the alleys behind their homes.

I can ask them both and try to get signatures, How soon do you need them?

I was trying to avoid the cars to have to go down the Alleys to get to our place – Because of the potholes & water standing in them.

Debbie Menard

Sunset Ford of Waterloo | Waterloo, IL
618-221-1906 (office) | 618-551-1021 (fax)
dmenard@sunsetford.com

One Family ~ One Brand ~ One Hundred Years



From: Jenny Meyer <jmeyer@belleville.net>
Sent: Thursday, May 2, 2024 12:49 PM
To: Menard, Debra <dmenard@sunsetford.com>
Cc: Jason Poole <jpoole@belleville.net>; Lt Rob Thomason (thomasonr@bellevillepolice.org) <thomasonr@bellevillepolice.org>; Erin Clifford <erinc@belleville.net>
Subject: RE: McIlravy's Irish Pub

Debbie:

Received. I have sent to staff, but please note due to emergency vehicles and need to respond; we cannot allow you to block the alley entrances. Those must remain accessible.

If you want to leave that open for access and take up the next block; I will need signatures from the homeowners as they need access within that block to their driveways, etc.

Please advise.

Jenny

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



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

From: Menard, Debra <dmenard@sunsetford.com>
Sent: Thursday, May 02, 2024 9:01 AM
To: Jenny Meyer <jmeyer@belleville.net>
Subject: McIlravy's Irish Pub

One full block street closure request. May 25th

Debbie Menard

Sunset Ford of Waterloo | Waterloo, IL
618-221-1906 (office) | 618-551-1021 (fax)
dmenard@sunsetford.com

One Family ~ One Brand ~ One Hundred Years



From: scanner@sunsetford.com <scanner@sunsetford.com>
Sent: Thursday, May 2, 2024 8:58 AM
To: Menard, Debra <dmenard@sunsetford.com>
Subject: Sunset DocuScan

Please see attached.

Briggs 3rd Annual Car, Motorcycle, Jeep Cruise



When: Saturday May 25th (weather permitting)

Start at Swansea Improvement Hall at 12 pm

We will start and end at Swansea Improvement hall! Stops will include AJ's Smashed & Smoked, Route 13, Crehans's Irish Pub, McIlravy's, Corner Chill & Grill & then back to Swansea Improvement Hall to finish the night out!

We will be having the 50/50 drawing, Silent Auctions, attendance prizes and much more! Proceeds go to The Leukemia & Lymphoma Society for Camie's Crew Light the Night Walk. Find the event on Facebook and stay up to date on all the stop

<  **Brad Bar Neig...** ▾ ⋮

**My name is Bradley
Dahl. My property
is 15 North 30th
Street, Belleville
Illinois 62226. I
am fine with the
street closing on
May 25th providing
my property not
occupied by guests
for the event.
Thank you.**

9:29 AM

Thank you!!



Close 30th St
to Vernier
on MAY 25th 2024

Terry & Michelle Moran
2927 West Main Street
Belleville, IL 62226

Terry Moran



OFFICE USE ONLY:
 Name of Event: Down the Hall Homebrew
 Date of Event: Sat 06/15/24 Anniv

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): Down the Hall Homebrew

Name of Event: 5th Anniversary Party

Sat
 Date of Event: 6/15/2024 Event Starting Time: 12p Event Ending Time: 10p

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

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

Name	Address	Phone	Email
Jeremy Hall	[REDACTED]	[REDACTED]	jeremy@dthhomebrew.com

Number of people (100) animals (0) vehicles (0) expected to participate.

Describe the event in detail:

5th anniversary party celebrating the opening of the homebrew store. Homebrewers will be onsite participating in a beer brewing demonstration. A food truck will be onsite to service the event.

If a liquor license is deemed necessary, Shoehorn Brewing will sponsor the license.

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

N/A
Use of Paderborn Sq
Food truck

OFFICE USE ONLY

Name of Event: Down the Hall Homebrew
Date of Event: Sat 06/24 Annin

CHECKLIST (FOR USE BY CITY PERSONNEL ONLY)	EVENT INFORMATION (FOR USE BY CITY PERSONNEL ONLY) Completed application/documentation to be sent to city staff prior to meeting. Meeting will be scheduled with all city staff and a representative of the event.
<input checked="" type="checkbox"/> Application <input type="checkbox"/> Event Map <input type="checkbox"/> Insurance Certificate	Date Received by City Clerk's Office: <u>5/26/24</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: No Parking signage, cones, and 4 picnic tables provided as requested.

APPROVED DENIED DATE: 5/6/24 INITIALS: JRP

Maintenance Department: _____

APPROVED DENIED DATE: _____ INITIALS: _____

Marketing/Communications: _____

APPROVED DENIED DATE: _____ INITIALS: _____

OFFICE USE ONLY

Name of Event: Down the Hall Homebrew

Date of Event: Sat 06/15/24 Anniversary

Are you requesting streets to be closed? If so, list specifics below and note on map of event route:
Request 2 parking spots for the food truck on N. Church st on the W. side of Church. Not to inhibit the use of the ADA parking.

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: 4
- 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.

Signature of Person Making Application
225 Main St. Belleville, IL 62220

Jeremy Hall
Printed Name of Person Making Application

Mailing Address

Phone Number

jeremy@dthhomebrew.com
E-mail

DATE OF APPLICATION: _____

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

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

OFFICE USE ONLY

Name of Event: Down the Hall Homebrew
Date of Event: Sat Nov 5 24 Ann 11

CHECKLIST (FOR USE BY CITY PERSONNEL ONLY)	EVENT INFORMATION (FOR USE BY CITY PERSONNEL ONLY) Completed application/documentation to be sent to city staff prior to meeting. Meeting will be scheduled with all city staff and a representative of the event.
<input checked="" type="checkbox"/> Application <input type="checkbox"/> Event Map <input type="checkbox"/> Insurance Certificate	Date Received by City Clerk's Office: <u>05/06/24</u> Scheduled Meeting Date: <u>NA</u> Date Approved by Staff: <u>05/08/24</u> Date on Council Agenda: <u>05/20/24</u> Notification Sent to Event Representative of Council Meeting: <u>05/09/24</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: Situational Awareness

APPROVED DENIED DATE: 5-6-24 INITIALS: RT

Fire Department: _____

APPROVED DENIED DATE: _____ INITIALS: _____

Public Works: _____

APPROVED DENIED DATE: _____ INITIALS: _____

Maintenance Department: _____

APPROVED DENIED DATE: _____ INITIALS: _____

Marketing/Communications: _____

APPROVED DENIED DATE: _____ INITIALS: _____

Jenny Meyer

From: Jenny Meyer
Sent: Thursday, May 09, 2024 9:40 AM
To: Jeremy Hall
Cc: Jason Poole; Michael Schaefer; Craig Maue; Jeff Davis; Lt Rob Thomason (thomasonr@bellevillepolice.org); Stephanie Mills; Curt Lougeay; Erin Clifford; Niccy Cook; Courtney Adams
Subject: DOWN THE HALL HOMEBREW 5TH ANNIVERSARY

Jeremy:

Staff reviewed your request for Down the Hall Homebrew 5th Anniversary Party. Below is a synopsis that will go to Council for final approval:

Event:

- Down the Hall Homebrew 5th Anniversary
- Saturday, June 15, 2024
- 12:00pm to 10:00pm

Street Closure(s):

- Use of Paderborn Square
- 2 parking stalls North Church (west side) not to include ADA spot
- 12:00pm to 10:00pm

Public Works:

- Post “No Parking” signage on Friday, June 14, 2024 at two parking spot location(s); after event organizers responsible to remove the “No Parking” signage
- Deliver 4 picnic tables on Friday, June 14, 2024 to Paderborn Square; organizers responsible to place picnic tables in drop-off location after event for pick-up on Monday, June 17, 2024
- Deliver cones on Friday, June 14, 2024 to Paderborn Square for parking spots; organizers responsible to place cones in drop-off location after event for pick-up on Monday, June 17, 2024

Police Department:

- Situational awareness

Fire Department:

- Situational awareness

Maintenance Department:

- Situational awareness

Marketing/Communications:

- Contact Courtney Adams, cadams@belleville.net for additional marketing of event

Miscellaneous:

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

- **Submit a Certificate of Insurance naming the City of Belleville as an additional insured in the amount of \$1 million dollars per person and \$2,000,000 aggregate. (City of Belleville, 101 South Illinois Street, Belleville, IL 62220)**
- **If there will be any alcohol consumption off approved outdoor seating area of Shoehorn Brewing; a Special Event Liquor License is required. Please contact Erin Clifford, eclifford@belleville.net, to obtain**

This event will go to City Council for a final decision on Monday, May 20, 2024, 7:00pm, City Hall Council Chambers, 101 South Illinois Street, Belleville, IL, 62220.

If you have any questions, please contact me.

Best,

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



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

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

https://twitter.com/Belleville_IL

Jenny Meyer

From: Lincoln Theatre <lincoln_theatre@sbcglobal.net>
Sent: Sunday, May 12, 2024 12:56 PM
To: Jason Poole; Jenny Meyer
Subject: Steve Augeri this Friday was moved to Nov 16

Hi Jason & Jenny

Steve Augeri this Friday was moved to Nov 16. I won't need services this Friday.

@Jenny do I need to resubmit for Nov 16?

Dave

Sat

Jenny Meyer

From: Jenny Meyer
Sent: Monday, May 13, 2024 7:31 AM
To: Lincoln Theatre
Cc: Jason Poole; Jeff Davis; Craig Maue; Curt Lougeay; Stephanie Mills; Lt Rob Thomason (thomasonr@bellevillepolice.org); Michael Schaefer; Kathy Kaiser; Courtney Adams; Erin Clifford; Niccy Cook
Subject: Steve Augeri Concert

Dave:

Per your request, please see the updated information for Steve Augeri Concert to accommodate new date

Jenny

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



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

From: Jenny Meyer
Sent: Thursday, November 02, 2023 2:57 PM
To: Lincoln Theatre <lincoln_theatre@sbcglobal.net>
Cc: Jason Poole <jpoole@belleville.net>; Jeff Davis <jdavis@belleville.net>; Craig Maue <cmaue@belleville.net>; Curt Lougeay <clougeay@belleville.net>; Stephanie Mills <smills@belleville.net>; Lt Rob Thomason (thomasonr@bellevillepolice.org) <thomasonr@bellevillepolice.org>; Michael Schaefer <mschaefer@belleville.net>; Kathy Kaiser <kkaiser@belleville.net>; Madison Faulkner <mfaulkner@belleville.net>; Erin Clifford <erclifford@belleville.net>; Niccy Cook <ncook@belleville.net>
Subject: S.A. CONCERT

Dave:

Staff reviewed your request for the S.A. Concert

Below is a synopsis of that meeting for your records:

Event:

- Saturday, November 16, 2024
- 6:00pm 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, November 15, 2024
- Pick-up barricades on Monday, November 18, 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 Courtney Adams cadams@belleville.net, or (618)233-6810 to coordinate.

This item will be placed on the Council agenda for approval, Monday, May 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



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

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

https://twitter.com/Belleville_IL

RESOLUTION NO. 3513

A RESOLUTION AMENDING THE ANNUAL BUDGET OF THE CITY OF BELLEVILLE, ILLINOIS FOR THE FISCAL YEAR BEGINNING ON THE FIRST DAY OF MAY 2024 AND ENDING ON THE 30TH DAY OF APRIL, 2025.

WHEREAS, the City of Belleville has passed an ordinance establishing the annual budget for the City of Belleville, Illinois for the fiscal year beginning May 1, 2024 and ending April 30th, 2025; and,

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

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

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

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

PASSED by 2/3 vote of the City Council of the City of Belleville, Illinois on the 20th day of May, 2024 on the following roll call vote:

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

Dennis Weygandt _____
Nora Sullivan _____
Kara Osthoff _____

APPROVED by the Mayor of the City of Belleville, Illinois this 21st day of May, 2024.

PATTY GREGORY, MAYOR

ATTEST:

JENNIFER GAIN MEYER, CITY CLERK

ORDINANCE NO. 9279-2024

**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) (Stop and Yield Intersections), Section (C)(3) (Two-Way Stop Intersections) is hereby amended by renaming the section of South 6th from West Main Street to Lincoln Street to Centreville Ave.

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

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

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

PASSED by the City Council of the City of Belleville, Illinois, on this 20th day of May, 2024 on the following roll call vote:

	<u>AYE</u>	<u>NAY</u>
Bryan Whitaker	_____	_____
Lillian Schneider	_____	_____
Carmen Duco	_____	_____
Jamie Eros	_____	_____
Kent Randle	_____	_____
Scott Ferguson	_____	_____
Johnnie Anthony	_____	_____
Raffi Ovian	_____	_____

Ed Dintelman	_____	_____
Shelly Schaefer	_____	_____
Dr. Mary Stiehl	_____	_____
Chris Rothweiler	_____	_____
Phil Elmore	_____	_____
Dennis Weygandt	_____	_____
Nora Sullivan	_____	_____
Kara Osthoff	_____	_____

APPROVED by the Mayor of the City of Belleville, Illinois this 21st day of May, 2024.

PATTY GREGORY, MAYOR

ATTEST:

JENNIFER GAIN MEYER, CITY CLERK

ORDINANCE NO. 9280-2024

**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 (Stop and Yield Intersections), Section (C)(3) (Two-Way Stop Intersections) is hereby amended by removing a two-way stop intersection with removal of stop signs at the following location:

Intersection Location

West Washington Street & South 6th Street

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

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

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

PASSED by the City Council of the City of Belleville, Illinois, on this 20th day of May, 2024 on the following roll call vote:

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

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

APPROVED by the Mayor of the City of Belleville, Illinois this 21st day of May, 2024.

PATTY GREGORY, MAYOR

ATTEST:

JENNIFER GAIN MEYER, CITY CLERK

ORDINANCE NO. 9281-2024

**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 VII (Handicap Parking), is hereby amended by creating a handicap parking area at the following location:

Location: Across Street From
316 South 16th Street
(In the Name of the Applicant Only)

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

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

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

PASSED by the City Council of the City of Belleville, Illinois, on this 20th day of May, 2024 on the following roll call vote:

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

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

APPROVED by the Mayor of the City of Belleville, Illinois this 21st day of May, 2024.

PATTY GREGORY, MAYOR

ATTEST:

JENNIFER GAIN MEYER, CITY CLERK

ORDINANCE NO. 9282-2024

**AN ORDINANCE AUTHORIZING SALE/CONVERSION OF PERSONAL PROPERTY
(MISCELLANEOUS EQUIPMENT AND 2007 FORD EXPEDITION – FIRE
DEPARTMENT)**

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 a 2007 Ford Expedition (VIN: 1FMFU16568LA21173), miscellaneous Personal Protective Equipment, Tools, Water Cans, Extinguishers, SCBA Equipment, Nozzles, Valves and Adapters (Exhibit A) formerly used by the Belleville Fire Department, (“Property”), that it finds to be no longer necessary or useful to the Belleville Fire Department;

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

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

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

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

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

PASSED by the City Council of the City of Belleville, Illinois, on this 20th day of May, 2024 on the following roll call vote:

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

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

APPROVED by the Mayor of the City of Belleville, Illinois this 21st day of May, 2024

PATTY GREGORY, MAYOR

ATTEST:

JENNIFER GAIN MEYER, CITY CLERK

ORDINANCE AUTHORIZING LOAN AGREEMENT (WATER POLLUTION CONTROL LOAN PROGRAM --HOME RULE ENTITY)

ORDINANCE NUMBER 9283-2024

AN ORDINANCE authorizing the City of Belleville, St. Clair County, Illinois, to borrow funds from the Water Pollution Control Loan Program

WHEREAS, the City of Belleville (CITY), St. Clair County, Illinois, operates its sewerage system (“the System”) and in accordance with the provisions of the Article VII Section 6 (a) and the Local Government Debt Reform Act, 30 ILCS 350/1 et seq. (collectively “the Act”); and

WHEREAS, the MAYOR and CITY COUNCIL of the CITY (“the Corporate Authorities”) have determined that it is advisable, necessary, and in the best interest of the public health, safety, and welfare to improve the System, including the following:

The total project area is roughly a 59 acre drainage area in the East Creek Watershed, bounded by North Church Street, Orbon Place, Koerner Street, and White Street. The project will construct a new storm sewer and detention pond to separate the area and reduce flooding issues. Sewer upgrades and rehabilitation will also occur to reduce inflow and infiltration into the sanitary sewer system.

together with any land or rights in land and all electrical, mechanical or other services necessary, useful or advisable to the construction and installation (“the Project”), all in accordance with the plans and specifications prepared by the consulting engineers of the CITY, which Project has a useful life of twenty-five (25) years; and

WHEREAS, the estimated cost of construction and installation of the Project, including engineering, legal, financial and other related expenses is \$12,980,905, and there are insufficient funds on hand and lawfully available to pay these costs; and

WHEREAS, the loan shall bear an interest rate as defined by 35 Ill. Adm. Code 365, which does not exceed the maximum rate authorized by the Bond Authorization Act, as amended, 30 ILCS 305/0.01 et seq., at the time of the issuance of the loan; and

WHEREAS, the principal and interest payment shall be payable semi-annually, and the loan shall mature in 20 years (**cannot be more than 20 years [30 years if eligible under 35 Ill. Adm. Code 365.220(b)]**), which is within the period of useful life of the Project; and

WHEREAS, the costs are expected to be paid for with a loan to the CITY from the Water Pollution Control Loan Program through the Illinois Environmental Protection Agency, the loan to be repaid from revenues of the System and the loan is authorized to be accepted at this time pursuant to the Act; and

WHEREAS, in accordance with the provisions of the Act, the CITY is authorized to borrow funds from the Water Pollution Control Loan Program in the aggregate principal amount of \$9,000,000 to provide funds to pay the costs of the Project; and

WHEREAS, the loan to the CITY shall be made pursuant to a Loan Agreement, including certain terms and conditions between the CITY and the Illinois Environmental Protection Agency;

NOW THEREFORE, be it ordained by the Corporate Authorities of the CITY of Belleville, St. Clair County, Illinois, as follows:

SECTION 1. INCORPORATION OF PREAMBLES

The Corporate Authorities hereby find that the recitals contained in the preambles are true and correct, and incorporate them into this Ordinance by this reference.

SECTION 2. DETERMINATION TO BORROW FUNDS

It is necessary and in the best interests of the CITY to construct the Project for the public health, safety, and welfare, in accordance with the plans and specifications, as described; that the System continues to be operated in accordance with the provisions of the Illinois Environmental Protection Act, 415 ILCS 5/1 et seq.; and that for the purpose of constructing the Project, it is hereby authorized that funds be borrowed by the

CITY in the aggregate principal amount (which can include construction period interest financed over the term of the loan) not to exceed \$9,000,000.

SECTION 3. ADDITIONAL ORDINANCES

The Corporate Authorities may adopt additional ordinances or proceedings supplementing or amending this Ordinance, providing for entering into the Loan Agreement with the Illinois Environmental Protection Agency, prescribing all the details of the Loan Agreement, and providing for the collection, segregation and distribution of the revenues of the System, so long as the maximum amount of the Loan Agreement as set forth in this Ordinance is not exceeded and there is no material change in the project or purposes described herein. Any additional ordinances or proceedings shall in all instances become effective in accordance with the Act or other applicable laws. This Ordinance, together with such additional ordinances or proceedings, shall constitute complete authority for entering into the Loan Agreement under applicable law.

However, notwithstanding the above, the CITY may not adopt additional ordinances or amendments which provide for any substantive or material change in the scope and intent of this Ordinance, including but not limited to interest rate, preference or priority of any other ordinance with this Ordinance, parity of any other ordinance with this Ordinance, or otherwise alter or impair the obligation of the CITY to pay the principal and interest due to the Water Pollution Control Loan Program without the written consent of the Illinois Environmental Protection Agency.

SECTION 4. LOAN NOT INDEBTEDNESS OF THE CITY

Repayment of the loan to the Illinois Environmental Protection Agency by the CITY pursuant to this Ordinance is to be solely from the revenue derived from revenues of the System, and the loan does not constitute an indebtedness of the CITY within the meaning of any constitutional or statutory limitation.

SECTION 5. APPLICATION FOR LOAN

The MAYOR is hereby authorized to make an application to the Illinois Environmental Protection Agency for a loan through the Water Pollution Control Loan Program, in accordance with the loan requirements set out in 35 Ill. Adm. Code 365.

SECTION 6. ACCEPTANCE OF LOAN AGREEMENT

The Corporate Authorities hereby authorize acceptance of the offer of a loan through the Water Pollution Control Loan Program, including all terms and conditions of the Loan Agreement as well as all special conditions contained therein and made a part thereof by reference. The Corporate Authorities further agree that the loan funds awarded shall be used solely for the purposes of the project as approved by the Illinois Environmental Protection Agency in accordance with the terms and conditions of the Loan Agreement.

SECTION 7. OUTSTANDING BONDS

The CITY has outstanding bonds that are payable from revenues of the system, but the outstanding bonds are not senior to, but on parity with, the loan authorized by this Ordinance.

**SECTION 8. AUTHORIZATION OF MAYOR TO EXECUTE
LOAN AGREEMENT**

The MAYOR is hereby authorized and directed to execute the Loan Agreement with the Illinois Environmental Protection Agency. The Corporate Authorities may authorize by resolution a person other than the MAYOR for the sole purpose of authorizing or executing any documents associated with payment requests or reimbursements from the Illinois Environmental Protection Agency in connection with this loan.

SECTION 9. SEVERABILITY

If any section, paragraph, clause or provision of this Ordinance is held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance.

SECTION 10. REPEALER

All ordinances, resolutions, orders, or parts thereof, which conflict with the provisions of this Ordinance, to the extent of such conflict, are hereby repealed.

THE REST OF THIS PAGE IS LEFT INTENTIONALLY BLANK.

PASSED by the Corporate Authorities
on May 20, 2024.

APPROVED May 21, 2024

Patty Gregory, Mayor
City of Belleville
St. Clair, County, Illinois

AYES: _____

NAYS: _____

ABSENT: _____

PUBLISHED in the City of Belleville, Illinois on May 22, 2024.

RECORDED in the City of Belleville Records on May 22, 2024.

ATTEST:

Jennifer Gain Meyer, City Clerk
City of Belleville
St. Clair County, Illinois

CERTIFICATION

I, Jennifer Gain Meyer, do hereby certify that I am the duly elected, qualified and acting Clerk of the City of Belleville. I do further certify that the above and foregoing, identified as, **Ordinance Number** 9283-2024 is a true, complete and correct copy of an ordinance otherwise identified as **ORDINANCE AUTHORIZING LOAN AGREEMENT (WATER POLLUTION CONTROL LOAN PROGRAM --HOME RULE ENTITY)**, passed by the City Council of the City of Belleville on the 20th day of May, 2024, and approved by the Mayor of the City of Belleville on the same said date, the original of which is part of the books and records within my control as Clerk of the City of Belleville.

Dated this ____ day of _____, 2024.

Clerk of the City of Belleville

SYS DATE:05/16/24

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

SYS TIME:08:22

DATE: 05/20/24

Monday May 20,2024

[NCS]

PAGE 9

VENDOR #	NAME	DEPT.	AMOUNT
=====			
13	MOTOR FUEL TAX FUND		
CO075	CONCRETE SUPPLY OF ILLINOIS	13-00	1,734.00
EL001	ELECTRICO, INC.	13-00	105.00
LO029	LOCHMUELLER GROUP	13-00	5,964.00
TR079	TRAFFIC CONTROL PRODUCTS	13-00	8,478.33
	**TOTAL		16,281.33

	13 MOTOR FUEL TAX FUND	GRAND TOTAL	16,281.33