

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



---

**MONDAY, JUNE 17, 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 Proclamation in recognition of Juneteenth

7-B. Presentation by Larry Betz, Belleville Historical Society, of two new inductees, Otto Rubach and Theodore Gundlach, to the Walk of Fame and motion to accept new inductees

**8. APPROVAL OF MINUTES**

8-A. Motion to approve City Council Meeting Minutes of June 3, 2024

**9. CLAIMS, PAYROLL AND DISBURSEMENTS**

- 9-A. Motion to approve claims and disbursements in the amount of **\$1,018,206.32** payroll in the amount of **\$1,060,167.88**

**10. REPORTS**

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

11-A. MOTION FROM ADMINISTRATION

- 11-A(1). Motion to approve the First Amendment to Lease, name change from T-Mobile USA Tower LLC to Crown Castle Towers LLC, for cellular tower located at 801 Royal Heights Road

11-B. MOTIONS FROM FINANCE

- 11-B(1). Motion to approve agreement with Verizon Wireless to provide City cell phone services
- 11-B(2). Motion to approve contract renewal with MarXam Postage Meter Rental (City Hall) in the amount of \$150.00/month for July 1, 2024 – September 30, 2029
- 11-B(3). Motion to waive formal bidding procedures and purchase one (1) 2024 Ford F-450 flatbed truck (Street Dept) in the amount of \$77,500.00; one (1) 2024 Ford F-150 pick-up truck (Street Dept) in the amount of \$53,345.00; and one (1) 2024 F-250 pick-up truck (Cemetery Dept) in the amount of \$46,000.00 from Broadway Ford (total cost \$176,845.00), matching the IL State bid
- 11-B(4). Motion to waive formal bidding procedures and utilize the Sourcewell Cooperative Purchasing Alliance to purchase

one (1) new Versalift Insulated 40' telescopic aerial platform lift on an International CV Chassis from Versalift in the amount of \$240,404.00 (Street Dept)

- 11-B(5). Motion to waive formal bidding procedures and utilize the Sourcewell Cooperative Purchasing Alliance to purchase one (1) new mini excavator from Clark Equipment Company dba Bobcat Company in the amount of \$95,495.76 (Street Dept)

11-C. MOTIONS FROM **POLICE & FIRE**

- 11-C(1). Motion to approve IL Attorney General's Retail Theft Grant purchase of LRRs and Cameras for high retail areas with Utilitra in the amount of \$147,762.55 (Grant/Forfeiture Funds)
- 11-C(2). Motion to approve a contract with Velan Solutions LLC in the amount of \$2910.00 for counseling services (Grant Funds)

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

- 11-D(1). Motion to accept the TIF Redevelopment Plan and approve sending the TIF Redevelopment Plan to all affected taxing districts and placing on file
- 11-D(2). Motion to approve a Feasibility Study on the Designation of Areas as Redevelopment Project Areas
- 11-D(3). Motion Authorizing the Establishment of Tax Increment Financing "Interested Parties" Registries and Adopting Registration Rules for these Registries

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

- 11-E(1). **15-APR24 - VISIONS LLC/DAVID JAQUES:** Request for a Use Variance to establish and operate a “Behavioral Consultation and Health Services Clinic” at the property commonly known as 5801 Mount Pleasant Lane (08-06.0-400-064) located in a “A-2” Two-Family Residence District (Applicable sections of the Zoning Code: 162.163, 162.570) Ward 4. *Zoning Board of Appeals recommended APPROVAL with a vote of 6-0*
- 11-E(2). **23-MAY24 – FELIPE BELLI MALAGA/CASA MARIA CATERING, LLC:** Request for a Special Use Permit for a “Class A Liquor License” at 1926 West Main Street (08-20.0-402-003) located in a “C-2” Heavy Commercial District. (Applicable sections of the Zoning Code: 162.248, 162.515) Ward 2. *Zoning Board of Appeals recommended APPROVAL with a vote of 6-0*
- 11-E(3). **24-MAY24 – LOS AMIGOS 7, INC.:** Request for a Special Use Permit for a “Class B Liquor License” at 2630 Mascoutah Avenue (09-30.0-111-003) located in a “C-2” Heavy Commercial District. (Applicable sections of the Zoning Code: 162.248, 162.515) Ward 7. *Zoning Board of Appeals recommended APPROVAL, In the Name of the Applicant Only, with a vote of 6-0*
- 11-E(4). **26-MAY24 – CAROLIN BREWER/DAS BROT, LLC /THOMAS BREWER:** Request for a Special Use Permit to operate an Air BnB at 413 East Washington Street (08-22.0-341-016) located in a “C-2” Heavy Commercial District. (Applicable sections of the City and Zoning Code: 34.043, 154.15, 154.46, 154.49, 162.248, 162.515) Ward 6. *Zoning Board of Appeals recommended APPROVAL with a vote of 6-0*
- 11-E(5). **28-MAY24 – FELIPE BELLI MALAGA/CASA MARIA CATERING, LLC:** Request for a Special Use Permit for “Outdoor Dining/Seating” at 1926 West Main

Street (08-20.0-402-003) 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 2. *Zoning Board of Appeals recommended APPROVAL with a vote of 6-0*

11-E(6). **29-MAY24 – VENKATA S. BARLA:** Request for a Map Amendment to rezone the property commonly known as 2301 East Main Street (08-23.0-114-028) from “A-1” Single Family Residence District to “C-2” Heavy Commercial District (Applicable section of the Zoning Code: 162.590) Ward 7. *Zoning Board of Appeals recommended APPROVAL with a vote of 6-0*

11-E(7). **30-MAY24 – VENKATA S. BARLA:** Request for a Special Use Permit for a “Class B Liquor License” at 2301 East Main Street (08-23.0-114-028) located in a “C-2” Heavy Commercial District. (Applicable sections of the Zoning Code: 162.248, 162.515) Ward 7. *Zoning Board of Appeals recommended APPROVAL, In The Name of the Applicant Only, with a vote of 6-0*

11-E(8). **31-MAY24 – VENKATA S. BARLA:** Request for a Special Use Permit for “Outdoor Dining/Seating” at 2301 East Main Street (08-23.0-114-028) 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 7. *Zoning Board of Appeals recommended APPROVAL with a vote of 6-0*

#### 11-F. MOTIONS FROM **PARKS BOARD**

11-F(1). Motion to approve a Facility Use Agreement with Belleville School District #118 for use of various gymnasiums and ballfields (2024-2025)

- 11-F(2). Motion to approve engineering services with Gonzales Companies, LLC for Bicentennial Park spillway bid and construction services in the amount of \$33,400.00 (TIF 16)

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

- 11-G(1). Motion to modify Oates Associates existing Work Order 24, titled West Main Street Resurfacing 28<sup>th</sup> Street to 44<sup>th</sup> Street to now include 44<sup>th</sup> Street to 49<sup>th</sup> Street Resurfacing, for an additional amount of \$169,000.00. Upon approval of these additional services, the contract will increase to a total of \$449,000.00 (TIF 3 Funds)
- 11-G(2). Motion to approve Right Way Traffic Control, Inc., lowest responsible bidder, in the amount of \$183,231.16, for 2024-2025 striping (MFT/TIF Funds)
- 11-G(3). Motion to enter into an agreement with Gonzalez Companies in the amount of \$49,500.00 to prepare plans for the proposed pump station at Dewey Detention Basin (TIF 12 Funds)
- 11-G(4). Motion to enter into an agreement with Oates Associates in the amount of \$9,900.00 for preparing and submitting a SS4A Planning Grant Application for West Main from Frank Scott Parkway to the City limits, Illinois 157 (TIF 3 Funds)

**12. COMMUNICATIONS**

**12-A. LABOR DAY PICNIC – 09/02/2024**

Request from SW IL Central Labor Council to host Labor Day Picnic, Monday, September 2, 2024, 10:00am to 4:00pm, Hough Park. Additional City services: Police Personnel, trash toters, picnic tables, electric and signage

**12-B. LABOR DAY PARADE – 09/02/2024**

Request from SW IL Central Labor Council to host Labor Day Parade, Monday, September 2, 2024, 10:00am to 12:30pm. Street closure request: South 1st Street from West Washington (south side) to West Monroe (north side) and South 2nd Street from West Washington (south side) to West Monroe (north side) (includes cross streets in between), 8:00am to 12:30pm. Parade route rolling closure 10:00am to 12:00pm. Additional City services: Public Works and Police Personnel, clean-up and barricades

**12-C. BACK TO SCHOOL VENDOR POP-UP – 08/10/2024**

Request from Sawdust & Glitter to host Back-To-School Vendor Pop Up, Saturday, August 10, 2024, 10:00am to 7:00pm. Use of SE Quadrant of Public Square. No additional City services

**12-D. MAIN STREET MARATHON BANNER**

Request from Belleville Main Street Marathon to place a banner across North Illinois Street in June/July as available

**13. PETITIONS**

**14. RESOLUTIONS**

**14-A. RESOLUTION 3514**

A Resolution Providing for a Feasibility Study on the Designation of Areas as Redevelopment Project Areas

**14-B. RESOLUTION 3515**

A Resolution Requesting Permission from IDOT to Close Route 159 for the Labor Day Parade – Monday, September 2, 2024

**15. ORDINANCES**

**15-A. ORDINANCE 9284-2024**

An Ordinance of the City of Belleville, Illinois Authorizing the Establishment of Tax Increment Financing “Interested Parties” Registries and Adopting Registration Rules for these Registries

15-B. **ORDINANCE 9285-2024**

A ZONING ORDINANCE IN RE CASE #15-APR24-Visions LLC/  
David Jaques

15-C. **ORDINANCE 9286-2024**

A ZONING ORDINANCE IN RE CASE #23-MAY24-Felipe Belli  
Malaga/Casa Maria Catering, LLC

15-D. **ORDINANCE 9287-2024**

A ZONING ORDINANCE IN RE CASE #24-MAY24-Los Amigos 7,  
Inc.

15-E. **ORDINANCE 9288-2024**

A ZONING ORDINANCE IN RE CASE #26-MAY24-Carolin Brewer  
/Das Brot, LLC/Thomas Brewer

15-F. **ORDINANCE 9289-2024**

A ZONING ORDINANCE IN RE CASE #28-MAY24-Felipe Belli  
Malaga/Casa Maria Catering, LLC

15-G. **ORDINANCE 9290-2024**

A ZONING ORDINANCE IN RE CASE #29-MAY24-Venkata S.  
Barla

15-H. **ORDINANCE 9291-2024**

A ZONING ORDINANCE IN RE CASE #30-MAY24-Venkata S.  
Barla

15-I. **ORDINANCE 9292-2024**

A ZONING ORDINANCE IN RE CASE #31-MAY24-Venkata S.  
Barla

**16. UNFINISHED BUSINESS**

**17. MISCELLANEOUS & NEW BUSINESS**

17-A. Motor Fuel Claims in the Amount of **\$59,281.23.**

**18. EXECUTIVE SESSION**

18-A. The City Council may go into executive session to discuss pending and/or probable/imminent litigation (including civil and workers' compensation) (5 ILCS 120/2(c)(11)).

18-B. Possible motion to approve a Workers' Compensation settlement

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

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

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

# Proclamation

*Whereas, on January 1, 1863, President Abraham Lincoln issued the Emancipation Proclamation, setting in motion the end of slavery in the United States; and*

*Whereas, on April 9, 1865, the Civil War ended with the surrender of General Robert E. Lee at Appomattox Court House; and*

*Whereas, this news reached the state of Texas when Union General Gordon Granger arrived in Galveston Bay with Union troops; and*

*Whereas, on June 19, 1865, Union General Gordon Granger announced: "The people of Texas are informed that, in accordance with a proclamation from the Executive of the United States, all slaves are free."; and*

*Whereas, Juneteenth became known as the celebration of the end of slavery, which is the oldest known public celebration of the end of slavery in the United States; and*

*Whereas, Juneteenth commemorates African American freedom and celebrates the successes gained through education and greater opportunity; and*

*Whereas, the celebration of Juneteenth reminds each of us of the precious promises of freedom, equality, and opportunity which are at the core of the American Dream; and*

**NOW THEREFORE** I, Patty Gregory, Mayor of the City of Belleville, IL, do hereby proclaim June 19, 2024, as a day to celebrate **Juneteenth**, and urge all citizens to join in this celebration.

**IN WITNESS WHEREOF**, I have hereunto set my hand and cause the corporate seal of the City of Belleville to be affixed this 17<sup>th</sup> day of June, in the year of our Lord two thousand and twenty-four.

*Pride in the Past . . . Promising the Future*

*Patty Gregory*

Patty Gregory, Mayor

Dated this 17<sup>th</sup> day of June, 2024



Otto W. Rubach  
(1874-1954)

Home-grown Architect

A Belleville architect for over 40 years, Rubach shaped the cityscape of his hometown. He, sometimes in collaboration with partners, designed buildings in a variety of architectural styles. Civic buildings included the Belleville Carnegie Library, additions to the St. Clair County Courthouse, Engine House Number 3 on West Main, and the 1911 Belleville Post Office. Most every public school constructed in Belleville during the 1910s through the 1930s, including the original campus of Belleville Township High School, bore Rubach's name. Commercial buildings on Main Street included the Commercial Building, Belleville Savings Bank, and St. Clair National Bank. His numerous residences included the homes of Peter Fellner, Herman Wangelin, and Jay Haines. Rubach was also a member of the Belleville library board of directors.

Theodore J. Gundlach  
(1892-1981)

Industrialist

Born on a farm near Belleville, Gundlach in 1923 establish the T. J. Gundlach Machine Company, a general machine shop and welding firm first known for automobile engine repair. By the 1940s the company was exporting machinery worldwide. In 1948 Gundlach invented a rock crusher that could reduce coal chunks to uniform size suitable for use in new automatic coal feeders (mechanical stokers). Generations of rock crushers since have been based on this technology that made Gundlach a leading name internationally. Gundlach established the JMJ Products Company to manufacture floor and wall tile cutters in 1946. It became the first in the nation to hold an election to select a union bargaining agent under the Taft Hartley Act of 1947.

**CITY OF BELLEVILLE, ILLINOIS  
COUNCIL MEETING MINUTES  
COUNCIL CHAMBERS – CITY HALL  
Monday, June 3, 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 Randle, Alderperson Ferguson, Alderperson Anthony, Alderperson Ovian, Alderperson Schaefer, Alderperson Stiehl, Alderperson Rothweiler, Alderperson Elmore, Alderperson Weygandt, Alderperson Sullivan, Alderperson Osthoff.

Excused: Alderperson Eros, Alderperson Dintelman

**ROLL CALL DEPARTMENT HEADS**

City Clerk Gain Meyer called roll of Department Heads: City Treasurer, Sarah Biermann; Police Chief, Matt Eiskant; Deputy Fire Chief Curt Lougeay; Finance Director, Jamie Maitret; Director of Public Works, Jason Poole; Director of Wastewater, Randy Smith; Library Director, Leander Spearman; City Engineer, Scott Saeger; Director of Health, Housing & Building, Scott Tyler; Director of Human Resources, William Clay; Director of Maintenance, Mike Schaefer.

Excused: Fire Chief, Stephanie Mills; Director of IT, Ty Buckner; Director of Economic Development, Planning & Zoning, Clifford Cross.

**PLEDGE**

**PUBLIC HEARING**

None.

**PUBLIC PARTICIPATION**

**David Orlet:** 9 Juanita Place. We have a house down the street from us that has been condemned by the city, I believe maybe two years ago and I would just like to know what the rules are or what the City's responsibilities is and what the homeowner's responsibilities is on a home that has been condemned because it has been vacant for twenty-five years and it is falling apart and there is graffiti being sprayed on part of it.

**Mayor Gregory:** Scott, would you like to address that – Scott is our Director of Housing.

**City Clerk Gain Meyer:** You should really discuss that after the meeting.

**Christine Blanquart:** 26 East Main Street. I own Blanquart's Vintage Market and I just wanted to, there is an item on the agenda this evening for a request to close off some streets for an event to expand the Indie Market, it has been an event in downtown for the last several years on High Street and the promoter is here and she is on the agenda for you guys to consider expanding it and I just wanted, if you haven't been to the Indie Market I just wanted to give you a few seconds and tell you a little bit about it. Some of our other small business owners (inaudible) are in support of it as well to expand.

The first time I went to the Indie Market I was there as a shopper and it was like thirty steps from the front door of my business, I wanted to be a vendor, I signed up and have been a vendor for the last two events, it is well organized. The next (inaudible) shop and never even told me it was there the night before. It is an evening event, it is juried she just doesn't let anybody come but it would be like a vintage artist in your event down Main Street. I really hope you consider approving that with the street closures because (inaudible) another event that is something that Belleville needs and is missing that other towns and cities have.

**Andrea Powell:** Circa Boutique and Gifts and also Belle City Fitness. I am also coming here to support the extension of her event from what I have seen on, well recently I have seen a couple of options that they might have, the option of going down High Street maybe a little bit farther down, but there is also an option to come down Jackson Street and that would be at the corner of Main where my business is at Main and Jackson and you know the event is very successful, there is a lot of social media attention, marketing and it is just the kind of level of artist and artisan that bring kind of a fun vibe kind of similar to the products that they sell in my shop and that quality. Bringing that and that crowd (inaudible) that is really a fun thing that is going to transfer over to some shops and drinking afterwards, I really think it highlights our neighborhood and (inaudible) last couple of years people who may not have come to Belleville in that (inaudible) anyway I am here to support.

## **PRESENTATIONS, RECOGNITIONS & APPOINTMENTS**

Mayor Gregory recognized the character word of the month "fairness" meaning playing by the rules, being open-minded and not taking advantage.

Mayor Gregory recommended the reappointment of Timberly Hund, Linda Weisenstein and Molly McKenzie to serve a 1-year term on the Historic Preservation Commission.

Aldersperson Schaefer made a motion second by Aldersperson Elmore to approve the reappointment.

All members present voted aye.

Motion carries.

Mayor Gregory recommended the reappointment of Tim Gregowicz to serve a 3-year term on the Planning Commission.

Aldersperson Rothweiler made a motion second by Aldersperson Weygandt to approve the reappointment.

All members present voted aye.

Motion carries.

## **APPROVAL OF MINUTES**

Aldersperson Stiehl made a motion second by Aldersperson Schaefer to approve the City Council Meeting Minutes and the Executive Minutes of May 20, 2024.

All members voted aye.

Motion carries.

## **CLAIMS, PAYROLL AND DISBURSEMENTS**

Aldersperson Whitaker made a motion second by Aldersperson Ferguson to approve claims and disbursements in the amount of **\$2,001,384.17** and payroll in the amount of **\$1,060,019.46**.

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

Motion carries.

## **REPORTS**

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

All members present voted aye.

Motion carries

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

### **ADMINISTRATION**

Aldersperson Elmore made a motion second by Aldersperson Randle to approve amended Fee Schedule FY 2024-2025

**Aldersperson Elmore:** I going to make the motion with an amendment on this particular one, it is on page 127 in your packets, it is pretty deep in there, it is a \$200 increase in what we have been doing for many years and we talked about that in ordinance and I am going to make an amendment to the motion to make it \$300. We have already been doing \$200 here for a little bit but this is the - - -

**City Clerk Gain Meyer:** Aldersperson Elmore is this for the Solicitors?

**Aldersperson Elmore:** Yes.

**City Clerk Gain Meyer:** That is actually in an ordinance, not all of these fees are by ordinance, so we need to just, we need to redo the ordinance on that. This is amending it to conform with what we just amended to the \$200 so we will have to come back through ordinance and increase it to \$300.

**Aldersperson Elmore:** Great, and if you are wondering why it is just us, as Jenny will say, she just issued a bunch of permits and they still didn't blink an eye and they have become incredible nuisance, they are knocking on doors with no soliciting signs, they are allowed to do this up until 9:00 p.m. which is very unsafe for residents and with todays gun laws it could be unsafe for the solicitor. I just feel like we have to do everything that we can, we have not been able to find a better

reason in Ordinance other than to hit them in the pocketbook and that is what this is, I wish there was another way but this has become dangerous to our residents, I feel. That is my motion to come back to the next meeting.

**City Clerk Gain Meyer:** The motion will be for the fee schedule as presented and we will address the ordinance at the next meeting.

**Aldersperson Elmore:** And I firmly believe that in the near future there will be an ordinance will be discussing a fine increase for the violators.

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

Motion carries.

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

Motion to amended Committee and Commission Calendar for 2024

Motion to approve and City Attorney to prepare an Intergovernmental Agreement with St. Clair County for joint use of CodeRed Emergency Notification System

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

Motion carries.

## COMMUNICATIONS

### BELLEVILLE INDIE MARKET – 08/24/2024

Request from Belleville Indie Market to have their event Saturday, August 24, 2025 (Rain Date: Sunday, August 25, 2024), 6:00pm to 0:00pm. Street closure request: 12:00pm to 11:59pm, South High Street to East Washington, North High Street to parking lot entrances and East Main Street from 159 (east side) to Jackson Street (west side). Additional City services: picnic tables, trash toters, “No Parking” signage, food trucks

### LAW DAY RUN – 05/03/2025

Request from St. Clair County Bar Association and Belleville Running Club to hold the Law Day Run, Saturday, May 3, 2025, 9:00am to 12:00pm. Street closure request: North High Street from Main Street to include East "A" Street to North Jackson, 8:30am to 1:00pm. “No Parking” on High Street from East "D" Street to McKinley, on Abend Street and municipal lot behind Lincoln Theatre after 1:00am on Saturday, May 3, 2025. Additional City services requested: toters, barricades, picnic tables, folding tables, and Police Personnel

### RUMMAGEPALOOZA – 10/19/2024

Request from Tapestry of Community Offerings (TOCO) to host Rummagepalooza 2024, Saturday, October 19, 2024 (date change from June 1, 2024), 10:00am to 4:00pm

Aldersperson Ferguson made a motion second by Aldersperson Stiehl to approve the Communications as read.

All members present voted aye.

Motion carries.

### **UNFINISHED BUSINESS**

None.

### **MISCELLANEOUS & NEW BUSINESS**

Aldersperson Ferguson made a motion second by Aldersperson Schaefer to pay the Motor Fuel Claims in the Amount of **\$30,813.78**.

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

Motion carries.

### **ADJOURNMENT**

Aldersperson Randle made a motion second by Aldersperson Schaefer to adjourn at 7:15 p.m.

All members present voted aye.

Motion carries.

---

Jennifer Gain Meyer, City Clerk

**CITY OF BELLEVILLE PAYMENT SUMMARY  
COUNCIL MEETING - JUNE 17, 2024**

**GENERAL FUND**

00 - Revenue	\$159,991.51
50 - Administration	\$117,675.12
51 - Police	\$61,851.62
52 - Fire	\$15,235.81
53 - Streets	\$15,762.93
54 - Parks	\$12,687.15
55 - Cemetery	\$952.68
56 - Hlth/Sanitation	\$117,039.65
61 - Health & Housing	\$9,211.44
62 - Economic Dev, Planning & Zoning	\$24,290.11
82 - Mayor	\$40.00
84 - Human Resources	\$736.41
87 - Maintenance	\$4,646.32
88 - Engineering	\$116.28
<b>GENERAL FUND TOTAL</b>	<u>\$540,237.03</u>

**SEWER OPERATIONS**

75 - Collections	\$28,978.10
77 - Lines	\$18,179.75
78 - Plant	\$46,826.30
<b>SEWER TOTAL</b>	<u>\$93,984.15</u>

04 - Library	\$7,288.60
07 - Park/Rec	\$21,735.94
12 - General & Community Assistance	\$3,162.79
13 - Motor Fuel Tax Fund	\$59,281.23
20 - Campus Fund	\$11,090.55
24 - Sewer Const.	\$20,045.50
30 - SSA	\$246.37
38 - TIF 3	\$215,871.95
54 - TIF 12 Sherman St	\$18,990.00
58 - TIF 16 Route 15 West Corridor	\$26,272.21

<b>ALL FUNDS TOTAL</b>	<u><u>\$1,018,206.32</u></u>
------------------------	------------------------------

VENDOR #	NAME	DEPT.	AMOUNT
=====			
01	GENERAL FUND		
AN041	ANNIE P'S IN LIVING COLOR	01-00	25.00
LO055	LOESCH, ERIC	01-00	100.00
MA202	MALONEY, CHELSEA	01-00	500.00
OF010	O'FALLON HARDWARE, LLC, NP PROPER	01-00	2,177.26
SO050	SONOMA CAP RE FUND II, LLC	01-00	2,438.24
UM001	UMB BANK - CORPORATE TRUST	01-00	154,751.01
	**TOTAL		159,991.51
ADMINISTRATION			
1547	THOUVENOT, WADE, & MOERCHEN INC	01-50	16,777.50
3119	COMPUTYPE IT SOLUTIONS	01-50	2,553.60
3727	OATES ASSOCIATES, INC.	01-50	8,463.95
551	ILLINOIS AMERICAN WATER	01-50	655.70
6563	CHRIST BROS. ASPHALT INC	01-50	47,126.60
7827	PETTY CASH-TREASURER	01-50	193.00
BU079	BUSEY BANK	01-50	557.53
CD003	SHRED-IT USA LLC	01-50	243.94
CH030	CHARTER COMMUNICATIONS	01-50	275.18
CO139	CONSTELLATION NEW ENERGY, INC	01-50	7,730.86
GO028	GONZALEZ COMPANIES, LLC	01-50	18,314.80
IB003	IBM CORPORATION	01-50	1,218.00
MA181	MANSFIELD POWER AND GAS, LLC	01-50	130.72
PE008	PETTY CASH - POLICE DEPT	01-50	112.66
PU014	PURITAN SPRINGS	01-50	19.23
SC042	SCHWAB, STEVEN	01-50	829.90
UM001	UMB BANK - CORPORATE TRUST	01-50	12,471.95
	**TOTAL ADMINISTRATION		117,675.12
POLICE DEPARTMENT			
3119	COMPUTYPE IT SOLUTIONS	01-51	727.00
365	WIRELESS USA	01-51	472.27
3728	DOBBS AUTO CENTERS, INC.	01-51	314.04
4902	AT & T	01-51	100.49
515	HOME-BRITE ACE HARDWARE	01-51	7.99
5205	PASS SECURITY	01-51	138.00
6122	VERIZON WIRELESS	01-51	1,890.50
6354	AUTO ACCENTS	01-51	300.00
657	LEON UNIFORM COMPANY, INC.	01-51	1,160.50
AC028	ACTIVE 911, INC	01-51	315.00
AM063	AMAZON BUSINESS	01-51	516.42
AU018	AUFFENBERG FORD, INC	01-51	349.43
BR160	BRINSON, ETHAN	01-51	17.55
BU079	BUSEY BANK	01-51	1,603.54
CH030	CHARTER COMMUNICATIONS	01-51	244.32
CI028	CINTAS FIRE PROTECTION	01-51	2,437.87
CI043	CINTAS CORP - UNIFORMS	01-51	73.68
ED034	ED MORSE FORD	01-51	1,235.88
EU003	EUROOPTIC LTD	01-51	12,528.40

VENDOR #	NAME	DEPT.	AMOUNT
=====			
01	GENERAL FUND		
POLICE DEPARTMENT			
FA026	FACTORY MOTOR PARTS CO	01-51	54.48
GU026	GUARDIAN ALLIANCE TECHNOLOGIES, I	01-51	102.00
HA006	HARDEE'S RESTAURANT INC	01-51	255.60
HU069	HUELS OIL COMPANY	01-51	18,924.11
IL103	ILLINOIS SECRETARY OF STATE	01-51	1,373.00
KI021	KIESLER POLICE SUPPLY, INC	01-51	1,189.80
MC125	MCKAY AUTO PARTS BELLEVILLE	01-51	554.98
MH000	MH EQUIPMENT COMPANY	01-51	1,129.64
NI021	NIGHTHAWK.CLOUD, INC.	01-51	1,900.00
OD007	ODP BUSINESS SOLUTIONS, LLC	01-51	391.98
OR001	O'REILLY AUTO PARTS	01-51	169.29
PE008	PETTY CASH - POLICE DEPT	01-51	158.99
PU014	PURITAN SPRINGS	01-51	38.10
UN027	UNIFIRST CORPORATION	01-51	15.70
UN049	UNITED INK	01-51	262.50
WS001	WORD SYSTEMS OPERATIONS LLC	01-51	10,898.57
**TOTAL POLICE DEPARTMENT			61,851.62
FIRE DEPARTMENT			
182	BANNER FIRE EQUIPMENT INC	01-52	5,279.18
393	DUTCH HOLLOW JANITORIAL SUPPLIES	01-52	126.88
4902	AT & T	01-52	199.68
515	HOME-BRITE ACE HARDWARE	01-52	130.82
5205	PASS SECURITY	01-52	93.00
599	THE JONES BOYS, INC	01-52	191.10
696	MECKFESSEL TIRE CO.	01-52	179.99
726	CLEAN UNIFORM COMPANY	01-52	175.99
AM063	AMAZON BUSINESS	01-52	254.51
BE144	BERTCO AUTOMOTIVE, INC	01-52	284.38
BL033	BLAIR, ALEX	01-52	764.00
BU079	BUSEY BANK	01-52	1,531.47
CH030	CHARTER COMMUNICATIONS	01-52	449.94
CO204	CONTROLLED ENVIRONMENT PRODUCTS	01-52	158.25
EA019	EACHUS, JOHN	01-52	987.30
EA028	EAGLE ENGRAVING, INC	01-52	10.70
FI058	FIRESERVICE MANAGEMENT, LLC	01-52	287.77
HU069	HUELS OIL COMPANY	01-52	1,931.30
KU012	KUHL, ERIC	01-52	1,690.00
OR001	O'REILLY AUTO PARTS	01-52	294.44
SE034	SENTINEL EMERGENCY SOLUTIONS	01-52	4.70
TR035	TRACTOR SUPPLY CREDIT PLAN	01-52	85.41
UN049	UNITED INK	01-52	125.00
**TOTAL FIRE DEPARTMENT			15,235.81
STREETS			
2384	HOMETOWN ACE HARDWARE	01-53	79.54
3445	DAVE SCHMIDT TRUCK SERVICE	01-53	477.00

VENDOR #	NAME	DEPT.	AMOUNT
=====			
01	GENERAL FUND		
	STREETS		
419	JOHN FABICK TRACTOR COMPANY	01-53	1,616.50
4902	AT & T	01-53	104.20
500	HARTMANN TURF & TRACTOR	01-53	34.69
515	HOME-BRITE ACE HARDWARE	01-53	54.97
6827	VERMEER S & S M.I., INC	01-53	405.15
AD002	ADVANCE AUTO PARTS	01-53	26.39
BR027	BRANDENBURGER, IVAN	01-53	60.00
CD003	SHRED-IT USA LLC	01-53	6.00
CH030	CHARTER COMMUNICATIONS	01-53	191.50
CI043	CINTAS CORP - UNIFORMS	01-53	1,366.66
DD002	D&D TIRE SERVICE LLC	01-53	390.00
EQ003	EQUIPMENTSHARE.COM, INC	01-53	210.00
HU069	HUELS OIL COMPANY	01-53	6,686.59
OR001	O'REILLY AUTO PARTS	01-53	19.45
ST009	ST CLAIR SERVICE COMPANY	01-53	3,000.00
TR035	TRACTOR SUPPLY CREDIT PLAN	01-53	639.96
UN027	UNIFIRST CORPORATION	01-53	194.33
UN049	UNITED INK	01-53	200.00
			-----
	**TOTAL STREETS		15,762.93
	PARKS DEPARTMENT		
211	BELLEVILLE SEED HOUSE	01-54	108.00
214	BELLEVILLE SUPPLY COMPANY	01-54	46.18
3430	FIRESTONE CAR CENTER	01-54	840.59
393	DUTCH HOLLOW JANITORIAL SUPPLIES	01-54	534.61
4902	AT & T	01-54	304.73
4934	FOUNTAIN PEOPLE INC.	01-54	488.90
515	HOME-BRITE ACE HARDWARE	01-54	108.86
551	ILLINOIS AMERICAN WATER	01-54	418.78
834	QUALITY RENTAL CENTER	01-54	189.20
AM063	AMAZON BUSINESS	01-54	16.99
AT012	AT & T MOBILITY	01-54	16.77
BU057	BURGE, CHAD	01-54	99.23
CH030	CHARTER COMMUNICATIONS	01-54	119.98
CI043	CINTAS CORP - UNIFORMS	01-54	384.15
CO139	CONSTELLATION NEW ENERGY, INC	01-54	1,574.59
CU017	CULLIGAN/SCHAEFER WATER CENTERS	01-54	33.70
DO061	DOG WASTE DEPOT	01-54	432.94
HU069	HUELS OIL COMPANY	01-54	4,567.95
JO048	JOHNNY ON THE SPOT 347	01-54	1,358.28
KI006	KIMBALL MIDWEST	01-54	126.85
MT001	MTI DISTRIBUTING INC	01-54	372.59
OW009	OWENS, KARI	01-54	48.90
ST043	ST LOUIS COMPOSTING INC	01-54	318.24
UN027	UNIFIRST CORPORATION	01-54	176.14
			-----
	**TOTAL PARKS DEPARTMENT		12,687.15

VENDOR #	NAME	DEPT.	AMOUNT
=====			
01	GENERAL FUND		
	PARKS DEPARTMENT		
	CEMETERY DEPARTMENT		
HU069	HUELS OIL COMPANY	01-55	873.40
UN027	UNIFIRST CORPORATION	01-55	79.28
	**TOTAL CEMETERY DEPARTMENT		----- 952.68
	HEALTH & SANITATION		
3445	DAVE SCHMIDT TRUCK SERVICE	01-56	11,601.80
402	EGYPTIAN WORKSPACE PARTNERS	01-56	124.70
486	HANK'S EXCAVATING & LANDSCAPING,	01-56	970.61
4902	AT & T	01-56	208.38
515	HOME-BRITE ACE HARDWARE	01-56	106.96
7273	BUSSEN, STANELY JR.	01-56	76.98
7827	PETTY CASH-TREASURER	01-56	193.00
884	ST CLAIR COUNTY RECORDER OF DEEDS	01-56	33.00
BU079	BUSEY BANK	01-56	47.58
CI043	CINTAS CORP - UNIFORMS	01-56	352.85
CO073	COTTONWOOD HILLS RDF	01-56	55,981.29
EQ003	EQUIPMENTSHARE.COM, INC	01-56	210.00
HU069	HUELS OIL COMPANY	01-56	19,952.09
MI009	MIDWEST INDUSTRIAL SUPPLIES & SER	01-56	907.30
MI091	MINTON OUTDOOR SERVICES INC	01-56	14,071.88
MO079	MOW PRINTING, INC	01-56	157.75
PR038	PRESSURE PUMP SUPPLY INC	01-56	17.64
ST043	ST LOUIS COMPOSTING INC	01-56	11,502.60
UN027	UNIFIRST CORPORATION	01-56	523.24
	**TOTAL HEALTH & SANITATION		----- 117,039.65
	HEALTH & HOUSING		
989	STEIN AUTOMOTIVE. INC	01-61	237.95
HU069	HUELS OIL COMPANY	01-61	1,473.49
ME037	MEURER BROTHERS, INC	01-61	7,500.00
	**TOTAL HEALTH & HOUSING		----- 9,211.44
	ECONOMIC DEV, PLANNING & ZONING		
402	EGYPTIAN WORKSPACE PARTNERS	01-62	58.26
CR070	CROSS, CLIFFORD	01-62	519.18
FR042	FREEBURG PRINTING & PUBLISHING, I	01-62	280.00
HU069	HUELS OIL COMPANY	01-62	127.79
MC118	MCCLATCHY COMPANY LLC	01-62	304.88
SY012	SYNGERY SPORTS	01-62	23,000.00
	**TOTAL ECONOMIC DEV, PLANNING & ZONING		----- 24,290.11
	MAYOR		
S0002	SWICOM	01-82	40.00
	**TOTAL MAYOR		----- 40.00

VENDOR #	NAME	DEPT.	AMOUNT
=====			
01	GENERAL FUND		
	MAYOR		
	HUMAN RESOURCES/COMMUNITY DEV		
BU079	BUSEY BANK	01-84	684.96
CD003	SHRED-IT USA LLC	01-84	51.45
	**TOTAL HUMAN RESOURCES/COMMUNITY DEV		736.41
	MAINTENANCE		
214	BELLEVILLE SUPPLY COMPANY	01-87	191.84
2384	HOMETOWN ACE HARDWARE	01-87	1.40
393	DUTCH HOLLOW JANITORIAL SUPPLIES	01-87	144.06
515	HOME-BRITE ACE HARDWARE	01-87	48.17
726	CLEAN UNIFORM COMPANY	01-87	118.30
CI028	CINTAS FIRE PROTECTION	01-87	1,822.97
FR014	FROST ELECTRIC SUPPLY CO	01-87	25.20
HU069	HUELS OIL COMPANY	01-87	945.22
LO010	LOWE'S	01-87	1,299.19
MC125	MCKAY AUTO PARTS BELLEVILLE	01-87	49.97
	**TOTAL MAINTENANCE		4,646.32
	ENGINEERING		
HU069	HUELS OIL COMPANY	01-88	116.28
	**TOTAL ENGINEERING		116.28
01	GENERAL FUND	GRAND TOTAL	540,237.03

SYS DATE:06/12/24

CITY OF BELLEVILLE  
C L A I M S H E E T  
Monday June 17, 2024

SYS TIME:13:12

DATE: 06/17/24

[NCS]  
PAGE 6

VENDOR #	NAME	DEPT.	AMOUNT
=====			
04	LIBRARY		
1739	GRIMM & GORLY	04-00	675.00
4902	AT & T	04-00	104.20
551	ILLINOIS AMERICAN WATER	04-00	46.64
BE188	BELLEVILLE BOOKS	04-00	3,016.00
CH030	CHARTER COMMUNICATIONS	04-00	254.97
CO139	CONSTELLATION NEW ENERGY, INC	04-00	476.54
FR042	FREEBURG PRINTING & PUBLISHING, I	04-00	207.25
ST008	ST CLAIR COUNTRY CLUB	04-00	2,508.00
	**TOTAL		7,288.60
			-----
04	LIBRARY	GRAND TOTAL	7,288.60

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

07 PLAYGROUND AND RECREATION

176	BARCOM SECURITY	07-00	229.00
201	BELLEVILLE BOWLING & SPORTS SHOP	07-00	8,840.25
3119	COMPUTYPE IT SOLUTIONS	07-00	30.00
4902	AT & T	07-00	93.33
551	ILLINOIS AMERICAN WATER	07-00	157.19
5565	CITIZENS PARK UMPIRE ASSOCIATION	07-00	2,460.00
AM063	AMAZON BUSINESS	07-00	536.28
AU021	AUSTIN, GARY	07-00	400.00
BU079	BUSEY BANK	07-00	3,732.82
CD003	SHRED-IT USA LLC	07-00	47.70
CO139	CONSTELLATION NEW ENERGY, INC	07-00	128.67
FR042	FREEBURG PRINTING & PUBLISHING, I	07-00	44.00
HA192	HASTINGS, MISTY	07-00	300.00
HA215	HARDGROVE, DEANNA	07-00	400.00
HE111	HENDRICKS, TOM	07-00	350.00
KW001	KWIATKOWSKI, VINCENT S	07-00	175.00
RH004	RHODES, DARREN	07-00	2,116.00
SO060	SOBOLESKI, STAN	07-00	500.00
ST230	STAPLES	07-00	282.46
UN049	UNITED INK	07-00	513.24
WA125	WATERLOO GERMAN BAND, LLC	07-00	400.00

\*\*\*TOTAL 21,735.94

07 PLAYGROUND AND RECREATION GRAND TOTAL 21,735.94

SYS DATE:06/12/24

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

SYS TIME:13:12

DATE: 06/17/24

Monday June 17,2024

[NCS]  
PAGE 8

VENDOR #	NAME	DEPT.	AMOUNT
12 GENERAL & COMMUNITY ASSISTANCE			
BU079	BUSEY BANK	12-00	3,116.19
CD003	SHRED-IT USA LLC	12-00	6.00
CU017	CULLIGAN/SCHAEFER WATER CENTERS	12-00	40.60
	**TOTAL		3,162.79
12 GENERAL & COMMUNITY ASSISTANCE		GRAND TOTAL	3,162.79

SYS DATE:06/12/24

CITY OF BELLEVILLE  
C L A I M S H E E T  
Monday June 17,2024

SYS TIME:13:12

[NCS]

DATE: 06/17/24

PAGE 9

VENDOR #	NAME	DEPT.	AMOUNT
13 MOTOR FUEL TAX FUND			
5460	SHILOH VALLEY TOWNSHIP ROAD DISTR	13-00	323.15
CA006	CARGILL SALT	13-00	23,928.38
CH058	CHRIST BROS. PRODUCTS LLC	13-00	1,281.00
EL001	ELECTRICO, INC.	13-00	2,047.27
LO029	LOCHMUELLER GROUP	13-00	1,562.00
ST239	ST CLAIR COUNTY TREASURER	13-00	30,139.43
	**TOTAL		59,281.23
13 MOTOR FUEL TAX FUND		GRAND TOTAL	59,281.23

SYS DATE:06/12/24

CITY OF BELLEVILLE  
C L A I M S H E E T  
Monday June 17,2024

SYS TIME:13:12

[NCS]

DATE: 06/17/24

PAGE 10

VENDOR #	NAME	DEPT.	AMOUNT
=====			
20	CAMPUS FUND		
2102	AMEREN ILLINOIS	20-00	3,415.46
296	CHEMSEARCH	20-00	511.68
5425	METRO LOCK & SECURITY INC	20-00	963.00
551	ILLINOIS AMERICAN WATER	20-00	2,727.89
MA181	MANSFIELD POWER AND GAS, LLC	20-00	3,252.54
SP055	SPECTRUM ENTERPRISE	20-00	219.98
	**TOTAL		11,090.55
			-----
20	CAMPUS FUND	GRAND TOTAL	11,090.55



SYS DATE:06/12/24

CITY OF BELLEVILLE  
C L A I M S H E E T  
Monday June 17,2024

SYS TIME:13:12

[NCS]

DATE: 06/17/24

PAGE 12

VENDOR #	NAME	DEPT.	AMOUNT
=====			
24	SEWER CONSTRUCTION FUND		
1547	THOUVENOT, WADE, & MOERCHEN INC	24-00	1,340.50
GO028	GONZALEZ COMPANIES, LLC	24-00	18,705.00
	**TOTAL		20,045.50
	24 SEWER CONSTRUCTION FUND	GRAND TOTAL	20,045.50

SYS DATE:06/12/24

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

SYS TIME:13:12

DATE: 06/17/24

Monday June 17,2024

[NCS]  
PAGE 13

VENDOR #	NAME	DEPT.	AMOUNT
30	SPECIAL SERVICE AREA		
CO139	CONSTELLATION NEW ENERGY, INC	30-00	246.37
	**TOTAL		246.37
	30 SPECIAL SERVICE AREA	GRAND TOTAL	246.37

VENDOR #	NAME	DEPT.	AMOUNT
=====			
38	TIF 3 (CITY OF BELLEVILLE)		
3727	OATES ASSOCIATES, INC.	38-00	15,985.00
4058	MORROW BROTHERS FORD, INC.	38-00	59,970.00
DM001	DMS CONTRACTING INC	38-00	60,421.40
EL001	ELECTRICO, INC.	38-00	1,694.47
GO028	GONZALEZ COMPANIES, LLC	38-00	29,268.17
KR046	K.R.B. EXCAVATING, INC	38-00	42,618.60
LO029	LOCHMUELLER GROUP	38-00	2,179.06
TR057	TRUCK VAULT	38-00	3,735.25
	**TOTAL		215,871.95
			-----
38	TIF 3 (CITY OF BELLEVILLE)	GRAND TOTAL	215,871.95

SYS DATE:06/12/24

CITY OF BELLEVILLE  
C L A I M S H E E T  
Monday June 17,2024

SYS TIME:13:12

[NCS]

DATE: 06/17/24

PAGE 15

VENDOR #	NAME	DEPT.	AMOUNT
=====			
54	TIF 12 (SHERMAN STREET)		
GO028	GONZALEZ COMPANIES, LLC	54-00	18,990.00
	**TOTAL		<u>18,990.00</u>
	54 TIF 12 (SHERMAN STREET)	GRAND TOTAL	18,990.00

SYS DATE:06/12/24

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

SYS TIME:13:12

DATE: 06/17/24

Monday June 17,2024

[NCS]  
PAGE 16

VENDOR #	NAME	DEPT.	AMOUNT
=====			
58	TIF 16 (ROUTE 15 WEST CORRIDOR)		
BA019	BAXMEYER CONSTRUCTION, INC	58-00	23,894.71
GO028	GONZALEZ COMPANIES, LLC	58-00	2,377.50
	**TOTAL		26,272.21
	58 TIF 16 (ROUTE 15 WEST CORRIDOR) GRAND TOTAL		26,272.21
	GRAND TOTAL FOR ALL FUNDS:		1,018,206.32
	TOTAL FOR REGULAR CHECKS:		950,363.91
	TOTAL FOR DIRECT PAY VENDORS:		67,842.41

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

**PAYROLL DATE: 6/14/2024**

01 50	ADMINISTRATION	<u>\$14,795.41</u>
01 51	POLICE	<u>\$341,088.05</u>
01 52	FIRE	<u>\$280,401.79</u>
01 53	STREET	<u>\$51,276.31</u>
01 54	PARKS	<u>\$25,730.73</u>
01 55	CEMETERY	<u>\$13,229.80</u>
01 56	SANITATION	<u>\$44,140.19</u>
01 60	LEGAL	<u>\$7,958.98</u>
01 61	HOUSING DEPARTMENT	<u>\$26,427.53</u>
01 62	ECONOMIC DEVELOPMENT & PLANNING	<u>\$13,591.94</u>
01 82	MAYOR	<u>\$6,668.03</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>\$19,686.45</u>
01 88	ENGINEER	<u>\$8,947.90</u>
	<b>TOTAL GENERAL FUND</b>	<b><u>\$878,849.86</u></b>
4	LIBRARY	<u>\$36,676.18</u>
7	RECREATION	<u>\$26,468.15</u>
12	G & C ASSISTANCE	<u>\$3,853.44</u>
20	CAMPUS	<u>\$2,913.40</u>
21 75	SEWER COLLECTIONS	<u>\$7,561.61</u>
21 77	SEWER LINES	<u>\$13,184.11</u>
21 78	SEWER PLANT	<u>\$49,370.35</u>
	<b>TOTAL SEWER DEPARTMENT</b>	<b><u>\$70,116.07</u></b>
	<b>Employers' Portion of FICA (06-00-21500) CR</b>	<b><u>\$41,290.78</u></b>
	<b>*****TOTAL PAYROLL</b>	<b><u>\$1,060,167.88</u></b>

## FIRST AMENDMENT TO LEASE

**THIS FIRST AMENDMENT TO LEASE** (this “**Amendment**”) is entered into as of \_\_\_\_\_, 2024 (“**Effective Date**”) by and between **City of Belleville**, a municipal corporation, having a mailing address of 101 South Illinois Street, Belleville, Illinois 62220 (“**Landlord**”) and ~~**T-Mobile USA Tower LLC, a Delaware limited liability company, by Crown Castle Towers 06-2 LLC**~~, a Delaware limited liability company, its Attorney-in-Fact (“**Tenant**”).

### RECITALS

**WHEREAS**, Landlord and Tenant, as successor in interest **New Cingular Wireless PCS, LLC**, a Delaware limited liability company, are parties to that certain Lease Agreement (“**Lease**”) dated on or about August 16, 2005 and whereby Landlord leased to Tenant a portion of Landlord’s property (“**Leased Premises**”) located in St. Clair County, Illinois as more fully described on Exhibit A attached to the Lease (the “**Property**”); and

**WHEREAS**, the term of the Lease, inclusive of the Initial Term and all Extension Terms, expires on August 15, 2030; and

**WHEREAS**, Landlord and Tenant desire to amend the Lease to, *inter alia*, provide for additional Extension Terms as further provided herein; and

**NOW, THEREFORE**, Landlord and Tenant, in consideration of the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby agree as follows:

1. **Incorporation of Recitals; Definitions.** The foregoing recitals are incorporated as if fully restated herein. All capitalized terms not expressly defined herein shall have the meaning ascribed to them in the Lease.
2. **Additional Extension Terms.** Landlord hereby grants to Tenant six (6) additional Extension Terms of five (5) years each, the first of which shall commence on August 15, 2030. Each Extension Term shall be deemed automatically exercised unless Tenant provides Landlord notice of its intention not to renew not less than 90 days prior to the expiration of the then current Extension Term. The parties acknowledge that the term of the Lease, inclusive of all Extension Terms, shall now expire on August 15, 2060.
3. **Escalator.** The parties acknowledge that the Rent payment under the Lease is currently One Thousand One Hundred Forty and 23/100 dollars (\$1,140.23) per month. Commencing on August 1, 2026 and annually thereafter (each, an “**Adjustment Date**”), Rent payable under the Lease shall increase by an amount equal to three percent (3%) over the Rent payable during the month immediately preceding the Adjustment Date. The foregoing annual increases shall be in lieu of and replace the Extension Term increases as provided in Section 4(b) of the Lease, which is hereby deleted in its entirety.

4. **Estoppel.** Landlord and Tenant agree as follows:
- a. The Leased Premises are owned by Landlord free and clear of any mortgage, deed of trust, lien, or right of any individual, entity or governmental authority arising under any option, right of first refusal, lease, license, easement or other instrument, except for the rights of Tenant arising under the Lease as amended hereby and the rights of utility providers under recorded easements.
  - b. Upon Tenant's request, Landlord agrees to discharge and cause to be released (or, if approved by Tenant, subordinated to Tenant's rights under the Lease as amended hereby) any mortgage, deed of trust, lien or other encumbrance that may now or hereafter exist against the Leased Premises.
  - c. Upon Tenant's request, Landlord agrees to cure any defect in Landlord's title to the Leased Premises which in the reasonable opinion of Tenant has or may have an adverse effect on Tenant's use or possession of the Leased Premises.
  - d. Landlord agrees to execute such further documents and provide such further assurances as may be reasonably requested by Tenant to effect any release or cure referred to in this paragraph, to evidence the full intention of the parties, and to assure Tenant's use, possession and quiet enjoyment of the Leased Premises under the Lease as amended hereby.
  - e. Landlord and Tenant agree that Tenant is the current Tenant under the Lease, the Lease is in full force and effect and the Lease, as it may have been previously amended and as amended herein, contains the entire agreement between Landlord and Tenant with respect to the Leased Premises.
  - f. No default exists under the Lease on the part of Tenant, and, to Landlord's knowledge, no event or condition has occurred or exists which, with notice or the passage of time or both, would constitute a default by Tenant under the Lease.
  - g. Landlord is the owner of the fee interest in the Leased Premises.
  - h. The individual executing this Amendment on behalf of Landlord is authorized to do so and has the full power to bind Landlord.
  - i. Should Tenant's lender (together with its successors and assigns, "**Lender**") take on all rights and responsibilities of the Lease and exercise any rights of Tenant under the Lease, including the right to exercise any renewal option(s) or purchase option(s) set forth in the Lease, Landlord agrees to accept such exercise of rights by Lender as if same had been exercised by Tenant.
  - j. If there shall be a monetary default by Tenant under the Lease, Landlord shall accept the cure thereof by Lender within any grace period provided to Tenant

under the Lease to cure such default, prior to terminating the Lease. If there shall be a non-monetary default by Tenant under the Lease, Landlord shall accept the cure thereof by Lender within any grace period provided to Tenant under the Lease to cure such default prior to terminating the Lease.

- k. The Lease may not be amended in any respect which would be reasonably likely to have a material adverse effect on Lender's interest therein without the prior written consent of Lender.
5. **IRS Form W-9.** Landlord agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this Agreement and at such other times as may be reasonably requested by Tenant. In the event the Property is transferred, the succeeding Landlord shall have a duty at the time of such transfer to provide Tenant with a completed IRS Form W-9, or its equivalent, and other related paperwork to effect a transfer in Rent to the new Landlord. Landlord's failure to provide the IRS Form W-9 within thirty (30) days after Tenant's request shall be considered a default and Tenant may take any reasonable action necessary to comply with IRS regulations including, but not limited to, withholding applicable taxes from Rent payments.
6. **Remainder of Lease Unaffected.** In all other respects. The remainder of the Lease shall remain in full force and effect. Any portion of the Lease that is inconsistent with this Amendment is hereby amended to be consistent.

*[Signature Page Follows]*

**IN WITNESS WHEREOF**, Landlord and Tenant having read the foregoing and intending to be legally bound hereby, have executed this Amendment as of the day and year first written above.

**LANDLORD:**

**City of Belleville,**  
a municipal corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**TENANT:**

~~**T-MOBILE USA TOWER LLC,**~~  
~~a Delaware limited liability company~~

~~**By: Crown Castle Towers 06-2 LLC,**~~  
~~a Delaware limited liability company~~  
~~its Attorney in Fact~~

\_\_\_\_\_  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**This instrument prepared by and after recording return to:**

Tucker Ellis LLP  
Attn: Justin J. Eddy, Esq.  
950 Main Avenue, Suite 1100  
Cleveland, Ohio 44113  
Phone: 216-696-5676

(For Recorder's Use Only)

**MEMORANDUM OF FIRST AMENDMENT TO LEASE**

This Memorandum of First Amendment to Lease Agreement (this “**Memorandum**”) is made and entered into as of \_\_\_\_\_, 2024 by and between **City of Belleville**, a municipal corporation, having a mailing address of 101 South Illinois Street, Belleville, Illinois 62220 (“**Landlord**”) and ~~**T-Mobile USA Tower LLC, a Delaware limited liability company, by Crown Castle Towers 06-2 LLC**~~, a Delaware limited liability company, its Attorney-in-Fact (“**Tenant**”) with reference to the following facts:

Landlord and Tenant desire to have this Memorandum recorded in the Official Records of St. Clair County, Illinois.

The parties have agreed as follows:

1. Landlord and Tenant entered into that certain First Amendment to Lease Agreement dated as of the \_\_ day of \_\_\_\_\_, 2024 (the “**Amendment**”), Lease Agreement (“**Lease**”) dated on or about August 16, 2005, and whereby Landlord leased to Tenant a portion of Landlord’s property (“**Leased Premises**”) located in St. Clair County, Illinois as more fully described on Exhibit A attached to the Lease (the “**Property**”); and
2. Landlord has granted to Tenant six (6) additional renewal terms of five (5) years each, the first of which shall commence on August 15, 2030. The term of the Lease, inclusive of all renewal terms, shall expire on August 15, 2060.

3. If there is any conflict between the terms of the Amendment and this Memorandum, the terms of the Amendment shall prevail.

In Witness Whereof, the parties hereto have executed this Memorandum as of the date first above written.

**LANDLORD**

City of Belleville,  
Towers 06-2 LLC,  
a municipal corporation

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

**TENANT:**

~~T-MOBILE USA TOWER~~ Crown Castle  
a Delaware limited liability company

\_\_\_\_\_  
\_\_\_\_\_ By: ~~Crown Castle Towers 06-2 LLC,~~  
\_\_\_\_\_ a Delaware limited liability company  
\_\_\_\_\_ its Attorney in Fact

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_



## EXHIBIT A

Parcel I: 5.6 acres legally described as: A tract of land beginning at the point of intersection of the South line of the Southwest Quarter of Section 14, Township 18 North, Range 2 East of the 3rd P.M. and the Westerly right-of-way line of the Illinois Central Railroad; thence running Westerly 329.0 feet; thence Northerly 740.9 feet; thence Easterly 329.0 feet; thence Southerly 740.9 feet to the point of beginning. Situated in Macon County, Illinois.

Parcel II: All that part of the original 200 foot wide right-of-way of the Illinois Central Railroad Company's abandoned Clinton District in the SW 1/4, SW 1/4 of Section 14, T. 18 N., R. 2 E., Macon County, Illinois, described as: The West 100 feet of said right-of-way, extending Northerly 740.9 feet, as measured along the West line of said right-of-way, from the South line of said SW 1/4, SW 1/4 to a line that lies parallel with said South line of the SW 1/4, SW 1/4. (Except coal, oil, gas and other minerals underlying the same and all rights and easements in favor of the owner of the mineral estate or any property claiming by, through or under said estate. Situated in Macon County, Illinois.

## One-Time Custom Public Safety/First Responder Plan, Equipment, & Smartphone Activation Credit Offer

Verizon Wireless is pleased to introduce this one-time Offer to  
City of Belleville (“Customer”).

### Availability

**Eligible Subscriber Lines:** Customer’s newly activated Government Subscriber Lines qualify to receive this offer in accordance with the **Offer Requirements** below. This Offer must be accepted and completed by **June 30, 2024** or it will expire (“Promo Period”).

### Custom Public Safety/First Responder Plan

Custom 4G/5G Verizon Wireless Smartphone Plan for National Security, Public Safety, and First Responders Government Subscribers Only The plan below reflects the monthly access fee discount. No additional discounts apply.			
Monthly Access Fee	\$36.99		
Plan #	63987		
Data Allowance in U.S., Canada, Mexico <sup>1,2</sup>	Unlimited		
Monthly Anytime Minutes in U.S., Canada, Mexico, Puerto Rico, U.S. Virgin Islands	Unlimited		
International Travel Data Allowance – Rest of World <sup>1</sup>	1 MB		
International Travel Data Overage Rate - Rest of World	\$10 per 5 GB		
International Travel Voice Rate – Rest of World	\$0.20 per minute		
Domestic, Canada & Mexico Long Distance Toll Free <sup>3</sup>	Included		
Domestic and International Messaging Allowance <sup>4</sup>	Unlimited		
Optional Feature(s)			
4G Push-to-Talk Plus	\$0.00 additional per month		
Mobile Hotspot (4G LTE and 5G Nationwide)	\$3.00 additional per month		
<p>Notes: Current coverage details and additional plan information can be found at <a href="http://www.verizonwireless.com">www.verizonwireless.com</a>. Coverage includes the Verizon Wireless 5G Ultra-Wideband network, 5G Nationwide® network, and 4G LTE network. For avoidance of doubt, the Verizon Wireless 5G Nationwide network is a separate network from the Verizon Wireless 5G Ultra-Wideband network. Usage outside of the United States requires a World-capable smartphone and will be billed at the international travel feature rate, if applicable, or pay as you go pricing, which can be found at <a href="http://www.verizonwireless.com/international">www.verizonwireless.com/international</a>. <sup>1</sup>The international travel data allowance applies in the rest of the world where coverage is available; aircraft and cruise ship data usage is not included. Lines activating on this plan must be on 5G Ultra-Wideband-compatible, 5G Nationwide, or 4G LTE smartphones. <sup>2</sup>Data usage on this plan is not subject to speed reductions (“throttling”) within a given billing cycle. However, in the event data usage exceeds 25GB each billing cycle for three (3) consecutive billing cycles, data throughput speeds will automatically be reduced to 600kbps for data usage exceeding 25GB per billing cycle on a go-forward basis. Data usage for actively engaged and deployed fire, police, emergency medical technicians, emergency management agency, and assigned federal law enforcement users on this plan will not be subject to speed reductions regardless of data usage during any billing cycle. <sup>3</sup>A 5G device is required to receive 5G Ultra-Wideband (UWB) service. To ensure users are able to maximize their high-speed data use for business applications, video applications will stream at up to 480p while on 4G LTE and 5G Nationwide network areas; and, will apply video streaming up to 4K when on 5G UWB network service areas. <sup>4</sup>Includes domestic toll-free calling and toll-free calling from the United States to Canada and Mexico. <sup>5</sup>Unlimited messaging from within the United States to anywhere in the world where messaging services are available. For other messaging rates go to <a href="http://www.verizonwireless.com">www.verizonwireless.com</a>. This plan includes Domestic Mobile Broadband Priority and Domestic Preemption. Mobile Broadband Priority allows customers to connect to the network with priority by leveraging a pool of radio resources dedicated to enable their connection. Mobile Broadband Priority identifies the user with an Access Priority setting, giving them higher priority for network access than lower Access Class users. Preemption automatically activates to provide approved personnel uninterrupted access to the network in those uncommon times when the network is fully utilized. 911 calls are never preempted. <b>This plan is available to National Security, Public Safety, and First Responders customers only as defined by the following NAICS (formerly SIC) Codes:</b></p> <table border="0" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; vertical-align: top;">                     485111 - Mixed Mode Transit Systems (Rail &amp; Buses)                      485112 - Commuter Rail Systems                      621910 - Ambulance Services                      922110 - Courts                      922120 - Police Protection                      922130 - Legal Counsel and Prosecution                 </td> <td style="width: 50%; vertical-align: top;">                     922190 - Other Justice, Public Order, and Safety Activities                      923120 - Administration of Public Health Programs                      928110 - National Security                      926120 - Regulation and Administration of Transportation Programs                      926150 - Regulation, Licensing, and Inspection of Commercial Sectors                      926130 - Regulation and Administration of Comms, Electric, Gas, Utilities                 </td> </tr> </table>		485111 - Mixed Mode Transit Systems (Rail & Buses) 485112 - Commuter Rail Systems 621910 - Ambulance Services 922110 - Courts 922120 - Police Protection 922130 - Legal Counsel and Prosecution	922190 - Other Justice, Public Order, and Safety Activities 923120 - Administration of Public Health Programs 928110 - National Security 926120 - Regulation and Administration of Transportation Programs 926150 - Regulation, Licensing, and Inspection of Commercial Sectors 926130 - Regulation and Administration of Comms, Electric, Gas, Utilities
485111 - Mixed Mode Transit Systems (Rail & Buses) 485112 - Commuter Rail Systems 621910 - Ambulance Services 922110 - Courts 922120 - Police Protection 922130 - Legal Counsel and Prosecution	922190 - Other Justice, Public Order, and Safety Activities 923120 - Administration of Public Health Programs 928110 - National Security 926120 - Regulation and Administration of Transportation Programs 926150 - Regulation, Licensing, and Inspection of Commercial Sectors 926130 - Regulation and Administration of Comms, Electric, Gas, Utilities		

Confidential - Subject to Contract

City of Belleville

Page | 1

00005558.0

922140 - Correctional Institutions	921150 - American Indian and Alaska Native Tribal Governments
922150 - Parole Offices and Probation Offices	921190 - Other General Government Support
922160 - Fire Protection (except private)	921110 - Executive Offices

### One-Time Equipment Offer

**Purchase Requirements:** Offer is contingent on Customer activating a minimum of fifty (50) Eligible Government Subscriber lines on an "Eligible Device" contained in this agreement, selecting a twenty-four (24) month line term, on the \$36.99 Custom Public Safety/First Responder Plan, within the Promo Period.

**"Eligible Devices":**

- **Apple iPhone SE 5G (3rd Generation) 64GB – (Any Color)** at a cost of \$0.00, while supplies last.
- **Apple iPhone 13 5G 128GB - (Any Color)** at a cost of \$0.00, while supplies last.
- **Apple iPhone 14 128GB - (Any Color)** at a cost of \$0.00, while supplies last.
- **Apple iPhone 15 128GB - (Any Color)** at a cost of \$0.00, while supplies last.
- **Samsung Galaxy A54 5G 128GB - (Any Color)** at a cost of \$0.00, while supplies last.
- **Samsung Galaxy S23 FE 128GB - (Any Color)** at a cost of \$0.00, while supplies last.
- **Samsung Galaxy S23 128GB - (Any Color)** at a cost of \$0.00, while supplies last.
- **Samsung Galaxy S24 128GB - (Any Color)** at a cost of \$0.00, while supplies last.
- **Google Pixel 7 128GB - (Any Color)** at a cost of \$0.00, while supplies last.

**Limit one (1) Eligible Device per Eligible Government Subscriber Line.**

**Please Note:** All Eligible Devices purchased under this offer must be activated during the Promo Period of this Agreement to receive pricing outlined in this Offer. Any equipment purchased under this Offer before or after the Promo Period will not count toward Customer's Offer Requirements and will be ineligible for this pricing. **No exceptions.**

OTSSET2A

---

### Smartphone Activation Credit Offer

**\$250.00 Smartphone Activation Credit Offer:** Provided Customer activates a new Government Subscriber Line with an Apple iPhone SE 5G (3rd Generation) 64GB device, selecting a twenty-four (24) line term, on the \$36.99 Custom Public Safety/First Responder Plan, within the Promo Period, Verizon Wireless will provide Customer with a \$250.00 Smartphone Activation Credit Offer to each Eligible Government Subscriber line. The credit will be applied to Customer's invoice within sixty (60) days following the conclusion of the "Promo Period, and will appear as "Other Charges and Credits." Any Eligible Government Subscriber line taking advantage of the \$250.00 Smartphone Activation Credit Offer that are deactivated or changed to an ineligible rate plan during the "Promo Period" will not be eligible to receive the credit offer. **No exceptions.**

**\$200.00 Smartphone Activation Credit Offer:** Provided Customer activates a new Government Subscriber Line on Apple iPhone 13 5G 128GB, Samsung Galaxy A54 5G 128GB, or Google Pixel 7 128GB device, selecting a twenty-four (24) line term, on the \$36.99 Custom Public Safety/First Responder Plan, within the Promo Period, Verizon Wireless will provide Customer with a \$200.00 Smartphone Activation Credit Offer to each Eligible Government Subscriber line. The credit will be applied to Customer's invoice within sixty (60) days following the conclusion of the "Promo Period, and will appear as "Other Charges and Credits." Any Eligible Government Subscriber line taking advantage of the \$200.00 Smartphone Activation Credit Offer that are deactivated or changed to an ineligible rate plan during the "Promo Period" will not be eligible to receive the credit offer. **No exceptions.**

**\$100.00 Smartphone Activation Credit Offer:** Provided Customer activates a new Government Subscriber Line on an Apple iPhone 14 128GB, Samsung Galaxy S23 FE 128GB, or Samsung Galaxy S23 128GB, selecting a twenty-four (24) line term, selecting a twenty-four (24) line term, on the \$36.99 Custom Public Safety/First Responder Plan, within the Promo Period, Verizon Wireless will provide Customer with a \$100.00 Smartphone Activation Credit Offer to each Eligible Government Subscriber line. The credit will be applied to Customer's invoice within sixty (60) days following the conclusion of the "Promo Period, and will appear as "Other Charges and Credits." Any Eligible

Confidential - Subject to Contract

Government Subscriber line taking advantage of the \$100.00 Smartphone Activation Credit Offer that are deactivated or changed to an ineligible rate plan during the "Promo Period" will not be eligible to receive the credit offer. **No exceptions.**

---

### Terms and Conditions

This Offer is subject to availability and is not subject to any substitutions. This Offer **can** be combined with any other generally available equipment or accessory offers, credits, discount programs, or promotions. This offer is not available for entities requesting or receiving E-Rate funding. Equipment discount incentives, credits, and or plans extended to City of Belleville expressly exclude business from E-Rate participating customers. This offer is being extended to City of Belleville under the State of Illinois Contract. Please indicate acceptance of this offer, and acknowledgement that City of Belleville is not currently receiving, and has no future plans to receive any E-Rate funding by signing and returning the acknowledgement at the bottom of this letter. This Offer is subject to the terms and conditions of the **State of Illinois Contract**.

---

### Customer Acknowledgement:

**I acknowledge that I have received the attached limited time equipment and subsidy Offer and that I agree to the terms and conditions set forth.**

---

Eligible Customer/Company Name: City of Belleville    Profile ID: 786135

---

Customer Print Name/Title:

---

Customer Signature:  
Effective Date:

---

**Data furnished in this document shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate the document.**

Confidential - Subject to Contract

AGREEMENT

GREATAMERICA FINANCIAL SERVICES CORPORATION
PAYMENT ADDRESS:
PO BOX 660831, DALLAS TX 75266-0831
AGREEMENT NO.:



CUSTOMER ("YOU" OR "YOUR")

FULL LEGAL NAME: Belleville, City of

ADDRESS: 101 S. Illinois St. Belleville, IL 62220

VENDOR (VENDOR IS NOT OUR AGENT AND IS NOT AUTHORIZED BY US TO ACT ON OUR BEHALF OR TO WAIVE OR ALTER ANY PROVISION OF THIS AGREEMENT)

Marxam, LLC Chesterfield, MO 63005

EQUIPMENT AND PAYMENT TERMS

TYPE, MAKE, MODEL NUMBER, SERIAL NUMBER, AND INCLUDED ACCESSORIES

SEE ATTACHED SCHEDULE

PostBase Vision A5 Fully Auto Mailing System

EQUIPMENT LOCATION: As Stated Above

(+PLUS TAX)

TERM IN MONTHS: 63

MONTHLY PAYMENT AMOUNT: \$150.00

PURCHASE OPTION: Fair Market Value

SECURITY DEPOSIT: 0

ADDITIONAL TERMS AND CONDITIONS

AGREEMENT. You want us to now pay your Vendor for the equipment and/or software referenced herein ("Equipment") and the amounts your Vendor included on the invoice to us for the Equipment for related installation, training, and/or implementation costs, and you unconditionally agree to pay us the amounts payable under the terms of this agreement ("Agreement") each period by the due date. This Agreement will begin on the date the Equipment is delivered to you or any later date we designate. We may charge you a one-time origination fee of \$125.00. If we do not receive by the due date, at the remittance address indicated on your invoice, any amount payable to us, you will pay a late charge equal to: 1) the greater of ten (10) cents for each dollar overdue or twenty-six dollars (\$26.00); or 2) the highest lawful charge, if less. Any security deposit will be returned upon full performance.

NET AGREEMENT. THIS AGREEMENT IS NON-CANCELABLE FOR THE ENTIRE AGREEMENT TERM. YOU UNDERSTAND WE ARE PAYING FOR THE EQUIPMENT BASED ON YOUR UNCONDITIONAL ACCEPTANCE OF IT AND YOUR PROMISE TO PAY US UNDER THE TERMS OF THIS AGREEMENT, WITHOUT SET-OFFS FOR ANY REASON, EVEN IF THE EQUIPMENT DOES NOT WORK OR IS DAMAGED, EVEN IF IT IS NOT YOUR FAULT.

EQUIPMENT USE. You will keep the Equipment in good working order, use it for business purposes only, and not modify or move it from its initial location without our consent. You must resolve any dispute you may have concerning the Equipment with the manufacturer or Vendor. Payments under this Agreement may include amounts you owe your Vendor under a separate arrangement (for maintenance, service, supplies, etc.), which amounts may be invoiced by us on your Vendor's behalf for your convenience.

POSTAGE DEVICES. Postage measurement devices referenced herein which are subject to a rental agreement between you and FP Mailing Solutions, Inc. ("FP") are not part of the Equipment and your use and the ownership of such devices will be governed exclusively by your rental agreement with FP. You will need to reference your rental agreement with FP for the term of, and your rights and obligations under, the rental agreement. For your convenience, payments under this Agreement may include the rental amounts you owe FP under the rental agreement.

SOFTWARE/DATA. Except as provided in this paragraph, references to "Equipment" include any software referenced above or installed on the Equipment. We do not own the software and cannot transfer any interest in it to you. We are not responsible for the software or the obligations of you or the licensor under any license agreement. You are solely responsible for protecting and removing any confidential data/images stored on the Equipment prior to its return for any reason.

NO WARRANTY. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU HAVE ACCEPTED THE EQUIPMENT "AS-IS". YOU CHOSE THE EQUIPMENT, THE VENDOR AND ANY/ALL SERVICE PROVIDER(S) BASED ON YOUR JUDGMENT. YOU MAY CONTACT YOUR VENDOR FOR A STATEMENT OF THE WARRANTIES, IF ANY, THAT THE MANUFACTURER OR VENDOR IS PROVIDING. WE ASSIGN TO YOU ANY WARRANTIES GIVEN TO US.

ASSIGNMENT. You may not sell, assign or sublease the Equipment or this Agreement without our written consent. We may sell or assign this Agreement or our rights in the Equipment, in whole or in part, to a third party without notice to you. You agree that if we do so, the assignee will have our rights but will not be subject to any claim, defense, or set-off assertable against us or anyone else.

LAW/FORUM. This Agreement and any claim related to this Agreement will be governed by Iowa law. Any dispute will be adjudicated in a state or federal court located in Linn County, Iowa. You consent to personal jurisdiction and venue in such courts and waive transfer of venue. Each party waives any right to a jury trial.

TAXES. We own the Equipment. You will pay when due, either directly or by reimbursing us, all taxes and fees relating to the Equipment and this Agreement. Sales or use tax due upfront will be payable over the term with a finance charge.

INSURANCE. You agree to maintain commercial general liability insurance acceptable to us. You also agree to: 1) keep the Equipment fully insured against loss at its replacement cost, with us named as loss payee; and 2) provide proof of insurance satisfactory to us no later than 30 days following the commencement of this Agreement, and thereafter upon our written request. If you fail to maintain property loss insurance satisfactory to us and/or you fail to timely provide proof of such insurance, we have the option, but not the obligation, to secure property loss insurance on the Equipment from a carrier of our choosing in such forms and amounts as we deem reasonable to protect our interests. If we secure insurance on the Equipment, we will not name you as an insured party, your interests may not be fully protected, and you will reimburse us the premium which may be higher than the premium you would pay if you obtained insurance, and which may result in a profit to us through an investment in reinsurance. If you are current in all of your obligations under the Agreement at the time of loss, any insurance proceeds received will be applied, at our option, to repair or replace the Equipment, or to pay us the remaining payments due or to become due under this Agreement, plus our booked residual, both discounted at 3% per annum.

LOSS OR DAMAGE. You are responsible for any damage to or loss of the Equipment. No such loss or damage will relieve you from your payment obligations hereunder. We are not responsible for, and you will indemnify us against, any claims, losses or damages, including attorney fees, in any way relating to the Equipment or data stored on it. This indemnity will survive the expiration of this Agreement. In no event will we be liable for any consequential or indirect damages.

END OF TERM. At the end of the term of this Agreement (or any renewal term) (the "End Date"), this Agreement will renew month to month unless a) we receive written notice from you, at least 60 days prior to the End Date, of your intent to return the Equipment, and b) you timely return the Equipment to the location designated by us, at your expense. If a Purchase Option is indicated above and you are not in default on the End Date, you may purchase the Equipment from us "AS IS" for the Purchase Option price. If the returned Equipment is not immediately available for use by another without need of repair, you will reimburse us for all repair costs. You cannot pay off this Agreement or return the Equipment prior to the End Date without our consent. If we consent, we may charge you, in addition to other amounts owed, an early termination fee equal to 5% of the amount we paid for the Equipment.

DEFAULT/REMEDIES. If a payment becomes 10+ days past due, or if you otherwise breach this Agreement, you will be in default, and we may require that you return the Equipment to us at your expense and pay us: 1) all past due amounts and 2) all remaining payments for the unexpired term, plus our booked residual, discounted at 3% per annum; and we may disable or repossess the Equipment and use all other legal remedies available to us. You agree to pay all costs and expenses (including reasonable attorney fees) we incur in any dispute with you related to this Agreement. You agree to pay us interest on all past due amounts at the rate of 1.5% per month, or at the highest rate allowed by applicable law, if less.

UCC. You agree that this Agreement is (and/or shall be treated as) a "Finance Lease" as that term is defined in Article 2A of the Uniform Commercial Code ("UCC"). You agree to forgo the rights and remedies provided under sections 507-522 of Article 2A of the UCC.

MISCELLANEOUS. This Agreement is the entire agreement between you and us relating to the Equipment and supersedes any prior representations or agreements, including any purchase orders. Amounts payable under this Agreement may include a profit to us. The parties agree that the original hereof for enforcement and perfection purposes, and the sole "record" constituting "chatel paper" under the UCC, is the paper copy hereof bearing (i) the original or a copy of either your manual signature or an electronically applied indication of your intent to enter into this Agreement, and (ii) our original manual signature. If any provision of this Agreement is unenforceable, the other provisions herein shall remain in full force and effect to the fullest extent permitted by law. Any change must be in writing signed by each party.

OWNER ("WE", "US", "OUR")

THIS AGREEMENT IS NON-CANCELABLE FOR THE FULL AGREEMENT TERM. THIS AGREEMENT IS BINDING WHEN WE EXECUTE THIS AGREEMENT AND PAY FOR THE EQUIPMENT. OWNER: GreatAmerica Financial Services Corporation

CUSTOMER'S AUTHORIZED SIGNATURE

CUSTOMER: (As Stated Above)

SIGNATURE:

DATE:

SIGNATURE: X

DATE: X

PRINT NAME & TITLE:

PRINT NAME & TITLE: X

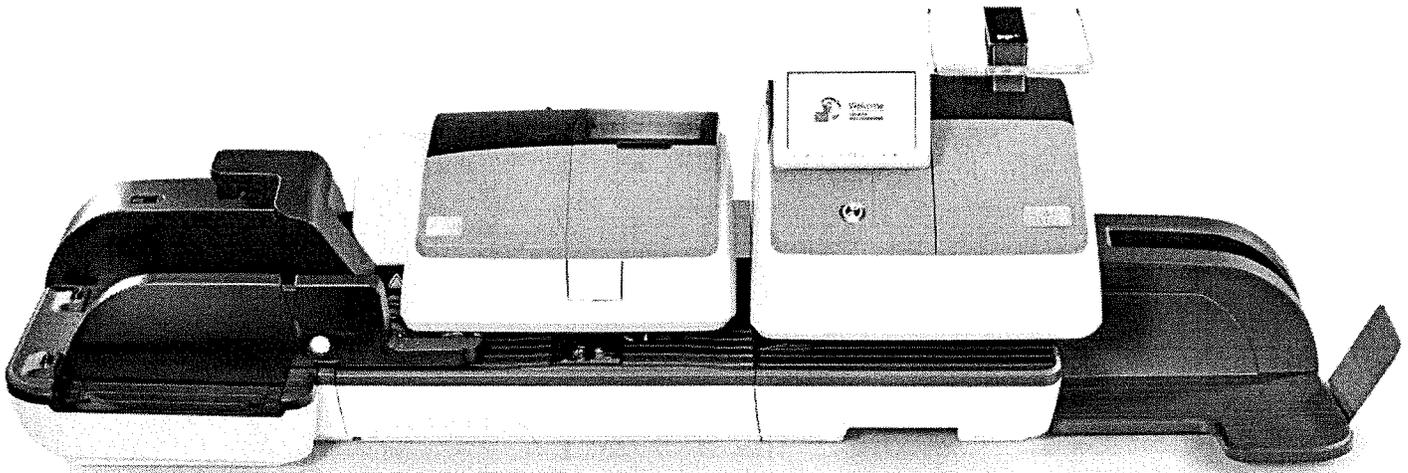
CERTIFICATE OF DELIVERY AND ACCEPTANCE

The Customer hereby certifies that all the Equipment: 1) has been received, installed, and inspected, and 2) is fully operational and unconditionally accepted.

SIGNATURE: X

NAME AND TITLE:

DATE:

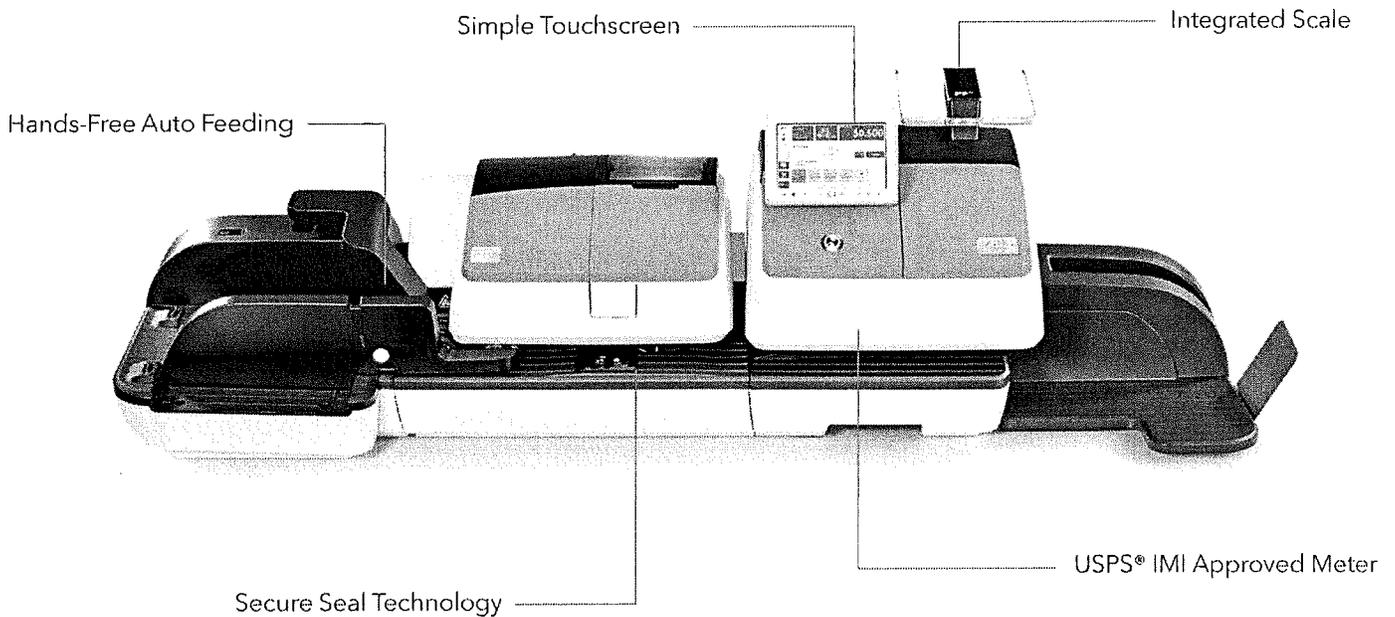


PostBase™ Vision  
Auto

# PostBase™ Vision

Stylish. Secure. Connected.

PostBase™ Vision embodies a modern, award winning design that integrates perfectly into any office environment. It is as functional as it is stylish. Meticulously engineered with users in mind, this mailing system is intuitive and simple to use with a large color touchscreen so that any operator can process mail with ease. It is whisper quiet and comes in five designer colors to best suit the style of your office.



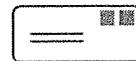
## Multi-Connectivity

Connected via LAN or built-in Wi-Fi, your system will always be up to date and compliant with USPS® rates.

discoverFP

## discoverFP

Full online management of your mailing system, support and access to FP digital products and services available online.



## Postal Services

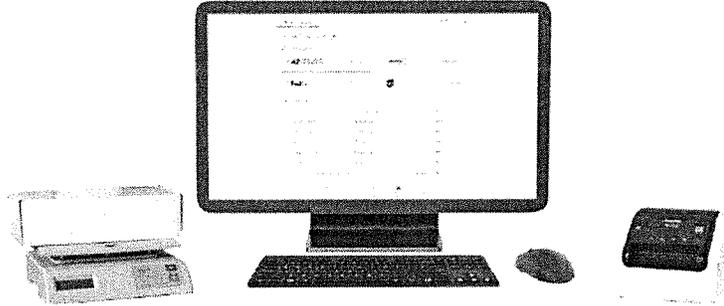
Full selection of USPS® rates. Custom shortcuts and rate wizard allows easy and accurate selection.

## FP Parcel Shipping

### Ship. Track. Save.

Paired with the PostBase™ Vision, FP Parcel Shipping is the perfect companion to send packages. This online shipping software on discoverFP makes mailing packages simple and reduces costs while providing tracking and management of shipments.

As an option for PostBase™, FP Parcel Shipping gives you the power to select the best rate for the day you want your shipment to arrive and prints shipping labels with tracking barcodes for the carrier and service selected.



- Discounted Commercial Plus® Pricing
- Free insurance on Priority Mail® and Priority Mail Express® (up to \$100 value)
- Address correction and validation

## Vision360

### Monitor. Manage. Control.

Gain insight into your postal expenditures to better monitor, manage and control costs. Vision360 provides convenient online access to postal analytics and reporting for simple mail management. Conveniently view, print or download reports in PDF or Excel formats.

Learn more at: [www.fp-usa.com/vision](http://www.fp-usa.com/vision)



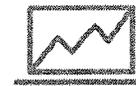
### FP Parcel Shipping

Create labels, get the deepest USPS® Commercial Plus® discounts, shop rates against other carriers, and manage and track your shipments.



### Cost Accounts

Cost account management made easy by seamlessly syncing one or multiple meters or applications.



### Reporting

Easily access a full suite of postal and cost account reports online.



## Features

	A5	A7
5" color touchscreen	Yes	Yes
Motorized, tilting display	Yes	Yes
Automatic envelope feeder	Yes	Yes
Processing speed (up to)	50 lpm	70 lpm
SealCheck envelope security	Yes	Yes
Sealing status light indicator	Yes	Yes
Integrated scale capacity	10 lbs., opt.15	15 lbs.
DIM rating capability	Yes	Yes
Differential weighing scale	Optional	Yes
Rate wizard for USPS® postal products	Yes	Yes
Automatic USPS® postal rate updates	Yes	Yes
Integrated postage tape dispenser	Yes	Yes
Secure PIN protection	Yes	Yes
Custom rate shortcuts	10	20
Custom printable envelope graphics	30	30
Printable text messages or QR codes	12	12
Incoming mail "received" printing	Yes	Yes
Easy ink replacement	Yes	Yes
LAN and built-in Wi-Fi connectivity	Yes	Yes
Connected to discoverFP	Yes	Yes

## Specifications

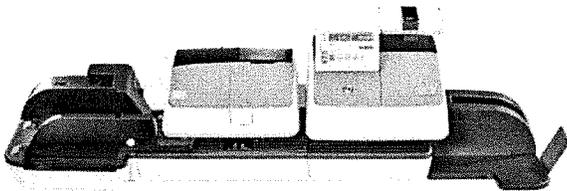
Dimensions	37"L x 16"D x 11.3-12.9"H
Expandable Catch Tray Length	12.6"-17.5"
System Weight	50.5 lbs.
Maximum Envelope Thickness	.40"
Media Sizes	4" x 6" to 10" x 14"

## Options

Large platform 70 lb. external PostBase™ scale  
 Cost accounts/departments - 250  
 Vision360 analytics and reporting  
 Choose from 5 designer colors - Satin Steel std.  
 FP Parcel Shipping online shipping software  
 FP Parcel Shipping 10 lb. or 70 lb. USB scale  
 4x6" Shipping label printer



Satin Steel - Cashmere Blue - Marble White - Sahara Gold - NBCF® Pink



FP is a proud partner of NBCF®

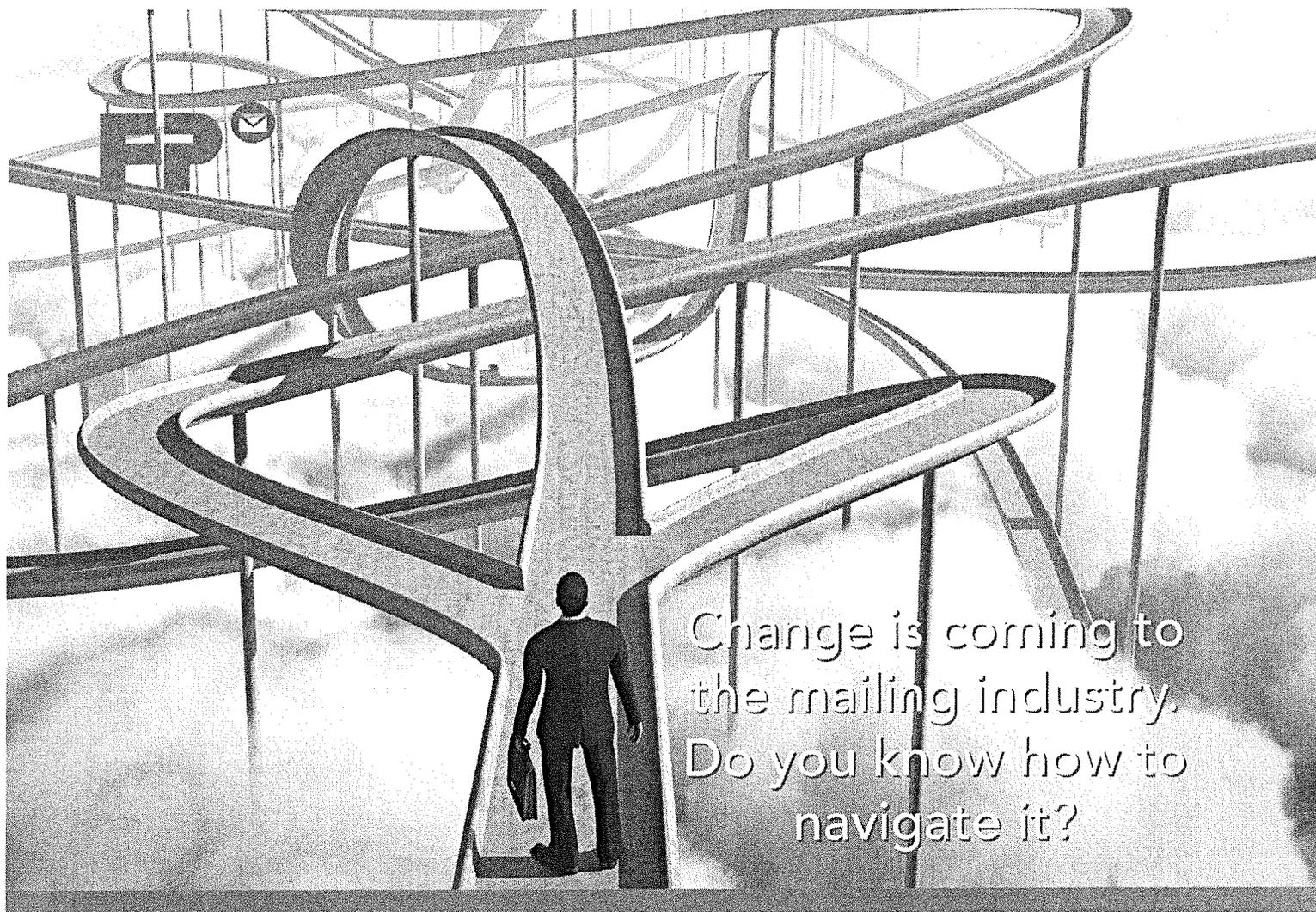


For every pink PostBase™ sold, FP Mailing Solutions will donate 5% of proceeds to the National Breast Cancer Foundation to support Breast Cancer Awareness.

Learn more at: [www.fp-usa.com/vision](http://www.fp-usa.com/vision)



BR1905

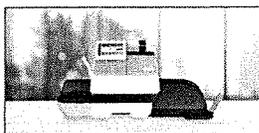


Change is coming to  
the mailing industry.  
Do you know how to  
navigate it?

## Navigate safely knowing that you meet regulations

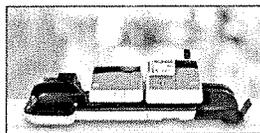
The USPS® has released the new Intelligent Mail Indicia (IMI) technology that will be required by all postage meter users by December 31, 2024. Let us review your current business process to make sure you are compliant with the right suite of solutions to operate more efficiently. FP Mailing Solutions is the only company that offers a fully IMI compliant postage meter line. Meaning no matter your need or budget, your postage meter will be within regulations.

### POSTAGE METERS FOR EVERY NEED & BUDGET



#### PostBase® Semi-Auto

- Quickly and easily process your daily mail
- Available Commercial Based Pricing Discounts on USPS® Package Services



#### PostBase® Auto

- Fully Automatic feeding offers unmatched speed and convenience
- Available Commercial Based Pricing Discounts on USPS® Package Services



#### PostBase® Dynamic

- Automatic - Dynamic feeding offers robust speed and accuracy without having to separate your daily mail
- Available Commercial Based Pricing Discounts on USPS® Package Services

Contact us today to navigate  
the new changes:

# CITY OF BELLEVILLE, ILLINOIS

---

---



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

6/6/24

Finance Committee and City Council:

The Public Works Dept is requesting permission from the Finance Committee and the City Council to waive the formal bidding procedure and purchase three new trucks from Broadway Truck Centers matching the state bid pricing with a total price of \$176,845. Unit 1 is a Street Dept F450 Flatbed truck in the amount of \$77,500. Unit 2 is a Street Dept F150 pickup truck in the amount of \$53,345. Unit 3 is a Cemetery F250 pickup truck in the amount of \$46,000.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "J. R. Poole".

Jason R. Poole

Director of Public Works





**BROADWAY TRUCK CENTERS**  
 812 E Taylor Avenue . St Louis, MO 63147  
 314-241-9140 Fax: 314-241-3928  
 www.broadwaytruck.net



DATE: 06/06/2024

**MOTOR VEHICLE PROPOSAL**

**DESCRIPTION**

TO: (Firm or Individual's Name)

FLEET ONLY

City Of Belleville	MAKE: <u>Ford</u>	STOCK NO: <u>Order</u>
101 S Illinois St	MODEL: <u>F-150</u>	SALES EXEC: <u>Anthony Feole</u>
Belleville IL 62220	YEAR: <u>2024</u>	TERMS: _____
PHONE: <u>(618) 779-1196</u> <u>(618) 239-3454</u>	COLOR: <u>Grey</u>	MILES: _____
FAX: _____	TYPE: _____	GVW: <u>7100</u> W.B. <u>145</u>

CONTACT NAME Jason Poole	CUSTOMER E-MAIL jpoole@belleville.net	SERIAL NO. Order
-----------------------------	--	---------------------

We are pleased to quote, for acceptance within ten (10) days from this date, prices and terms on BROADWAY TRUCK CENTERS Vehicles and Equipment described above, delivered F.O.B :

FIN CODE	QK555				Truck Selling Price:	\$	\$53,345.00
					Tax, Title and License	\$	\$0.00
					** Admin Fee:	\$	\$0.00
					Accessories:	\$	
					Total Selling Price:	\$	\$53,345.00
					Factory Rebates:	\$	
					Less Trade-In:	\$	
					Net Selling Price:	\$	\$53,345.00
					Cash Down :	\$	
					Trade Payoff:	\$	
					Service Contract:	\$	\$0.00
					Balance Due:	\$	\$53,345.00

**DESCRIPTION OF TRADE-IN**

YEAR	MAKE	MODEL	TYPE	SERIAL NO.
------	------	-------	------	------------

THIS IS OUR FIRM PRICE TODAY WITH THE EXCEPTION OF GOVERNMENT MANDATED EQUIPMENT. INCREASES FOR CHANGES IN STANDARD EQUIPMENT, AND INCREASES IN TRANSPORTATION COST.

THIS AGREEMENT IS SUBJECT TO ADDITIONAL TERMS AND CONDITIONS ON THE SECOND PAGE WHICH CUSTOMER ACKNOWLEDGES HAVE BEEN READ AND ARE PART OF THIS AGREEMENT

<b>ACCEPTED</b>		<b>BROADWAY TRUCK CENTERS</b>	
FIRM NAME		This proposal is not binding upon seller unless signed by one of our managers.	
BY _____		APPROVED	
OFFICIAL TITLE	DATE	OFFICIAL TITLE	



**BROADWAY TRUCK CENTERS**  
 812 E Taylor Avenue . St Louis, MO 63147  
 314-241-9140 Fax: 314-241-3928  
 www.broadwaytruck.net



DATE: 06/04/2024

**MOTOR VEHICLE PROPOSAL**  
**DESCRIPTION**

TO: (Firm or Individual's Name)

FLEET ONLY

City Of Belleville	MAKE: <u>Ford</u>	STOCK NO: <u>ORDER</u>
101 S Illinois St	MODEL: <u>F-250</u>	SALES EXEC: <u>Anthony Feole</u>
Belleville IL 62220	YEAR: <u>2024</u>	TERMS: _____
PHONE: <u>(618) 779-1196</u> <u>(618) 239-3454</u>	COLOR: <u>SILVER</u>	MILES: _____
FAX: _____	TYPE: <u>PICKUP</u>	GVW: <u>10000</u> W.B. <u>142</u>

CONTACT NAME Jason Poole	CUSTOMER E-MAIL jpoole@belleville.net	SERIAL NO. ORDER
-----------------------------	--	---------------------

We are pleased to quote, for acceptance within ten (10) days from this date, prices and terms on BROADWAY TRUCK CENTERS Vehicles and Equipment described above, delivered F.O.B :

FIN CODE	QK555	Truck Selling Price:	\$ 46,000.00
		Tax, Title and License	\$ 0.00
		** Admin Fee:	\$ 0.00
GOVERNMENT DISCOUNT APPLIED 15112R		Accessories:	\$
PRICE INCLUDES DELIVERY		Total Selling Price:	\$ 46,000.00
		Factory Rebates:	\$
		Less Trade-In:	\$
		Net Selling Price:	\$ 46,000.00
		Cash Down :	\$
		Trade Payoff:	\$
		Service Contract:	\$ 0.00
		Balance Due:	\$ 46,000.00

DESCRIPTION OF TRADE-IN				
YEAR	MAKE	MODEL	TYPE	SERIAL NO.

THIS IS OUR FIRM PRICE TODAY WITH THE EXCEPTION OF GOVERNMENT MANDATED EQUIPMENT. INCREASES FOR CHANGES IN STANDARD EQUIPMENT, AND INCREASES IN TRANSPORTATION COST.

THIS AGREEMENT IS SUBJECT TO ADDITIONAL TERMS AND CONDITIONS ON THE SECOND PAGE WHICH CUSTOMER ACKNOWLEDGES HAVE BEEN READ AND ARE PART OF THIS AGREEMENT

<b>ACCEPTED</b>		<b>BROADWAY TRUCK CENTERS</b>	
FIRM NAME		This proposal is not binding upon seller unless signed by one of our managers.	
BY _____		APPROVED	
OFFICIAL TITLE		OFFICIAL TITLE	
DATE		DATE	

# CITY OF BELLEVILLE, ILLINOIS

---

---



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

6/6/24

Finance Committee and City Council:

The Public Works Dept is requesting permission from the Finance Committee and the City Council to waive the formal bidding procedure, utilize the Sourcewell Cooperative Purchasing Alliance (contract # 110421-TIM), and proceed with the purchase of one new Versalift Insulated 40' telescopic aerial platform lift on a International CV Chassis for the Street Dept from Versalift in the amount of \$240,404.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "J. R. Poole".

Jason R. Poole

Director of Public Works

Versalift  
 7601 Imperial Drive  
 Waco, Texas 76712-6608  
 254.399.2100



**QUOTATION**

**SOURCEWELL N-24398**

**Customer:** City of Belleville  
**Attn:** Jason R. Poole  
**Email:**  
**Address:** 512 West Main St.  
 Belleville, IL. 62220

**Date:** 4/26/2024  
**Model:** VST-55-HDI

**VERSALIFT SOURCEWELL  
 CONTRACT #110421-TIM**

<u>Model</u>	<u>Description</u>	<u>Sourcewell Price</u>
VST-40-I	Insulated 40 ft. telescopic aerial platform lift, 45 ft. working height including the following standard feature items:	\$128,462.00

**STANDARD SOURCEWELL FEATURES:**

- 19,500 GVWR, 84" Ford F550 4X2 chassis with automatic transmission, 6.7L diesel engine, and air conditioning.
- 132" steel service body with standard compartments treadplate tops and 24" tailshelf.
- Standard platform capacity of 500 lbs. (204 kg).
- Standard 46-1/4" pedestal.
- Hydraulic pump.
- TruGuard™ 2.0 dielectric isolating system with Right Hand single stick control. All control handles are isolated and Tested per ANSI 92.2. The high resistive dielectric system is protected from direct environmental and job related contamination. TruGuard™ 2.0 technology incorporates the use of full hydraulic controls with durable metal handles and linkages
- Main A-frame outriggers.
- Full pressure turret mounted lower controls with override.
- Engine start/stop from platform and lower controls.
- Continuous rotation including one pass slip ring for start/stop system.
- Six gpm (22.7 lpm) open center hydraulic system at 2500 psi (175 kg/cm²).
- Side mounted telescopic upper boom for low stowed platform.
- Fiberglass inner boom and patented ELECTROGARD provide insulation gap fully retracted meeting ANSI A92.2-2015 requirements for Category C, 46 KV and below.
- Chassis insulating system (fiberglass lower boom insert) providing 12 in. (0.30 m)
- Insulation gap and including accommodations to bridge insulation gap for testing per ANSI A92.2
- ELECTROGARD and inner boom furnished with white urethane paint over a white gel coat.
- Non-lube bearings used throughout.
- One set hydraulic tools at platform.
- Integral hydraulic oil reservoir with dual sight gauges and 17 gallon (64.4 l) capacity.
- Closed 24 in. X 24 in. X 42 in. (0.61m X 0.61m X 1.07m) fiberglass platform with one curbside step (in end hung position)
- Master/slave hydraulic leveling with upper control to tilt for cleanout or rescue.
- Upper boom storage cradle with ratchet type tie down strap and tubular rubber platform support
- PTO power source.
- 5lb Fire Extinguisher, reflector kit, and mudflaps
- Hydraulic oil.
- Mounting hardware.
- Two operator's manuals and two service manuals.
- ANSI A92.2 data plate.

**CUSTOMER REQUESTED OPEN MARKET OPTIONS:**

Open market items and options listed below in lieu of or in addition to above Sourcewell standard features and price \_\_\_\_\_ \$111,942.00

- VST-55-HDI aerial lift with 59.7' working height in lieu of the above VST-40-MHI aerial lift
- Hydraulic dual arm articulating jib pole and winch package for up to 1100lbs
- 24" x 48" x 42" platform with liner and cover in lieu of the above 24" x 24" x 42" platform
- Emergency power
- Auxiliary independent narrow knock down A-frame outriggers
- Full body safety harness and lanyard
- Install pintle hitch combo/ball, safety chain and 7-prong trailer socket
- Install automatic throttle control
- Install auto boom latch on inner boom
- Install back-up alarm
- Furnish two (2) wheel chocks and four (4) outrigger pads
- Four (4) corner strobe lighting
- Grounding kit, park brake interlock system, and back up alarm
- Install OEM supplied back up camera
- Brand FX fiberglass service body with LED lighting package, cable steps at side and rear access, wheel chock and outrigger pad storage, push/pull rod lock system, and 30" tailshelf in lieu of the 132" steel body above
- 2023 International CV 4x4 cab and chassis with 84" CA in lieu of the above Ford F550 4x2 cab and chassis

**Price Summary**

**COMPLETE TOTAL PRICE F.O.B. SPRINGFIELD, IL.: \$240,404.00**

---

**TERMS:** Net 30 days.

**SHIPMENT:** Approximately 7 days after receipt of order.

**NOTE:** This is a stock unit and is subject to prior sales.

---

Thank you for considering <VERSALIFT> to meet your utility equipment needs. We look forward to earning your business.

Best Regards,

***STAN TOMCHESSON***

Government Contracts Sales Coordinator

Phone: (254) 399-2167

Email: [StanTomchesson@versalift.com](mailto:StanTomchesson@versalift.com)



# CITY OF BELLEVILLE, ILLINOIS

---



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

6/6/24

Finance Committee and City Council:

The Public Works Dept is requesting permission from the Finance Committee and the City Council to waive the formal bidding procedure, utilize the Sourcewell Cooperative Purchasing Alliance (contract # 040319-CEC), and proceed with the purchase of 1 new mini excavator for the Street Dept from Clark Equipment Company dba Bobcat Company in the amount of \$95,495.76. Model number is E60 R2 Series compact excavator to include a 12", 24", and 60" buckets and a 24-month, 2000-hour warranty.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Jason R. Poole".

Jason R. Poole

Director of Public Works



Quotation Number: **GH569690**  
 Quote Sent Date: **Jun 04, 2024**  
 Expiration Date: **Jul 04, 2024**

Prepared By: **Glen Holloway**  
 Phone: 618-779-7033  
 Email: gholloway@bobcatofstl.com

Customer  
**City of Belleville**  
 512 W Main St  
 Belleville, IL 62220

Contact  
**Jason Poole**  
 Phone: 618-239-3454  
 Email: jpoole@belleville.net

Dealer  
**Gateway Dealer Network**  
**Bobcat of St. Louis**  
 9801 West State Route 161  
 Fairview Heights, IL 62208

Item Name	Item Number	Quantity	Price Each	Total
<b>E60 R2-Series Bobcat Compact Excavator</b>	M3321	1	63,081.90	63,081.90
Cab Deluxe Package	M3321-P11-C12	1	9,279.20	9,279.20
<i>Included: Cab Deluxe Package: Long Arm , Enclosed Cab with Auto HVAC, 3yr Machine IQ Health and Security Subscription, Keyless Start, Bobcat 7" Touch Display with Radio and Bluetooth, Heated High Back Cloth Suspension Seat, Travel Motion Alarm</i>				
Extendable Arm with Add-On Counterweight	M3321-R03-C10	1	6,653.50	6,653.50
Hydraulic Angle Blade	M3321-R12-C02	1	2,549.40	2,549.40
Hydraulic Clamp - Ext Arm - Class IV	M3321-R08-C33	1	2,187.50	2,187.50
Hydraulic X-Change - Ext Arm	M3321-R06-C08	1	1,703.10	1,703.10
Second Auxiliary Hydraulics - Ext Arm	M3321-R07-C03	1	1,198.40	1,198.40
12" Class 4 SD MX Bucket	7457583	1	1,240.32	1,240.32
24" Class 5 SD MX Bucket	7457604	1	1,717.60	1,717.60
60" MX4 XCHG GRADING	7333659	1	2,039.84	2,039.84
Factory Warranty: 24/2000 Full	Standard	1	0.00	0.00
GDN 1st Year Warranty Travel	50-mile radius	1	850.00	850.00
<b>Total for E60 R2-Series Bobcat Compact Excavator</b>				<b>92,500.76</b>

Quote Total - USD	92,500.76
Dealer P.D.I.	650.00
Freight Charges	2,000.00
Destination Charges	345.00
Sales total before Taxes	95,495.76
Taxes	0.00
<b>Quote Total - USD</b>	<b>95,495.76</b>

**\*Prices per the Sourcwell Contract #040319-CEC.**  
**\*Terms Net 60 Days. Credit cards accepted.**  
**\*FOB Destination**  
**\*State Sales Taxes apply. IF Tax Exempt, please include Tax Exempt Certificate with order.**  
**\*TID# 38-0425350**

**\*Orders Must Be Placed with: Clark Equipment Company dba Bobcat Company, Govt Sales, 250 E Beaton Drive, West Fargo, ND 58078.**

**\*Quote valid for 30 days**

**ORDER ACCEPTED BY:**

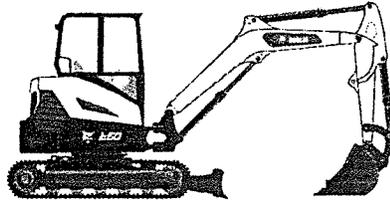
\_\_\_\_\_  
 SIGNATURE

\_\_\_\_\_  
 DATE

\_\_\_\_\_  
 PRINT NAME

\_\_\_\_\_  
 PURCHASE ORDER NUMBER

## E60 R2-Series Bobcat Compact Excavator



### Standard Equipment

<ul style="list-style-type: none"> <li>Auto-Idle</li> <li>Auto-Shift, 2-Speed Travel</li> <li>Auxiliary Hydraulics with Selectable Flow                             <ul style="list-style-type: none"> <li>- W/ Arm Mounted Flush Face Quick Couplers</li> </ul> </li> <li>Canopy                             <ul style="list-style-type: none"> <li>- Includes: Cup Holder, Retractable Seat Belt, Vinyl Suspension Seat</li> <li>- Roll Over Protective Structure (ROPS) – Meets Requirements of ISO 12117-2: 2008</li> <li>- Tip Over Protective Structure (TOPS) – Meets Requirements of ISO 12117: 2000</li> <li>- Falling Object Protective Structure (FOPS) – Meets Requirements of ISO 10262</li> </ul> </li> <li>Control Console Locks</li> <li>Control Pattern Selector Valve (ISO/STD)</li> <li>Dozer Blade with Float</li> </ul>	<ul style="list-style-type: none"> <li>Engine/Hydraulic Monitor with Shutdown</li> <li>Fingertip Auxiliary Hydraulic Control</li> <li>Fingertip Boom Swing Control</li> <li>Horn</li> <li>Hydraulic Joystick Controls</li> <li>Keyless Start</li> <li>LED Work Lights</li> <li>Long Arm</li> <li>Rubber Tracks</li> <li>Spark Arrestor</li> <li>Standard Deluxe Display</li> <li>Turbocharged Diesel Engine, Tier 4, Non DPF</li> <li>Vandalism Protection</li> <li>X- Change™ Attachment Mounting System</li> <li>Warranty: 2 years, or 2000 hours whichever occurs first</li> </ul>
--	---

### Quick Specs

	<u>E60</u>	
	<u>Long Arm</u>	<u>Ext Arm</u>
	Bobcat 2.4L	Bobcat 2.4L
Engine Model (Tier 4).....	55.7	55.7
Horsepower.....	2200	2200
Rated Speed-RPM.....	20.0 GPM	20.0 GPM
Auxiliary Hydraulics Flow.....	2.8 MPH	2.8 MPH
Travel Speed (Maximum).....	12,315 lbs.	12,646 lbs.
Operating Weight*.....	100.1"	100.1"
Cab Height.....	77.2"	77.2"
Width.....	218.3"	218.3"
Length, Transport.....	156.7"	177.0"
Dig Depth.....	246.3"	265.5"
Reach at Ground Level.....	171.1"	182.8"
Dump Height.....	75.8"	96.0"
Arm Length.....	75°	75°
Boom Swing (Left).....	50°	50°
Boom Swing (Right).....	10,261 lbf.	10,261 lbf.
Bucket Breakout Force.....	6446 lbf.	7104 lbf.
Arm Breakout Force.....	11.1"	11.1"
Tail Swing Overhang**.....		

\*Operating Weight includes canopy, rubber tracks, applicable counterweight, standard bucket, fluids full and 165 lb. (75KG) operator.

\*\*Does not include Add-On Counterweight (Add-On Ctw increases tail swing by 2.8" (71 mm))

**Patty Gregory**  
Mayor



# Department of Police

CITY OF BELLEVILLE  
720 WEST MAIN STREET  
BELLEVILLE, ILLINOIS 62220-1538

**Lt. Col. Mark Heffernan**  
Assistant Chief of Police  
Office (618) 355-9743 Fax (618) 234-3105  
Email heffernanm@bellevillepolice.org

**Matthew S. Eiskant**  
Chief of Police



## FY2024 Organized Retail Crime Grant Program

Illinois Attorney General's Office

### **Funding Purposes**

*The ORC funding is intended to:*

- 1) Enhance law enforcement collaboration in combatting organized retail crime;
- 2) Enhance ongoing investigations of organized retail crime;
- 3) Provide training to law enforcement and prosecutors in the investigation and prosecution of organized retail crimes;
- 4) Support overtime for law enforcement in investigations of organized retail crime in both the home agency of officers and in collaboration with the Attorney General's Organized Retail Crime Task Force.

The \$130,000.00 award from this Grant will be utilized to purchase LPR and camera equipment to be placed in areas of the City that will enhance our investigative ability in combatting organized retail crime.

The remaining \$17,762.55 will be disbursed from the asset forfeiture account.

# INVOICE

**Vélan Solutions, LLC**  
890 E Higgins Rd Suite 150-B  
Schaumburg, Illinois 60173  
United States

Phone: 773.644.1664  
Mobile: 224.388.7090  
www.velansolutions.com



BILL TO  
**Belleville Police Department**  
Chief Matthew Eiskant  
720 W. Main St.  
Belleville, Illinois 62220  
United States

(618) 234-1212  
eiskantm@bellevillepolice.org

**Invoice Number:** 859

**P.O./S.O. Number:** Contract #00114

**Invoice Date:** May 22, 2024

**Payment Due:** June 21, 2024

**Amount Due (USD):** \$2,910.00

Items	Quantity	Price	Amount
<b>WeNeverWalkAlone: Police Peer Support Network System</b> **** FOR SWORN OFFICERS ****  Connect LEOs (and their spouse/partner) with peer support network from across the country.  Provide a directory of qualified and vetted therapists.  Links to external resources that directly benefit LEOs by providing them a holistic range of solutions and self education materials.  Confidential Self Assessment Checks on topics such as Post Traumatic Stress [PTS], Substance Use Disorder [SUD], etc.,	72	\$30.00	\$2,160.00
<b>WeNeverWalkAlone: Police Peer Support Network System</b> **** FOR CIVILIANS [OPTIONAL] ****  Provide a directory of qualified and vetted therapists.  Links to external resources that directly benefit LEOs by providing them a holistic range of solutions and self education materials.  Confidential Self Assessment Checks on topics such as Post Traumatic Stress [PTS], Substance Use Disorder [SUD], etc.,	25	\$30.00	\$750.00

# INVOICE

**Vélan Solutions, LLC**  
890 E Higgins Rd Suite 150-B  
Schaumburg, Illinois 60173  
United States

Phone: 773.644.1664  
Mobile: 224.388.7090  
[www.velansolutions.com](http://www.velansolutions.com)

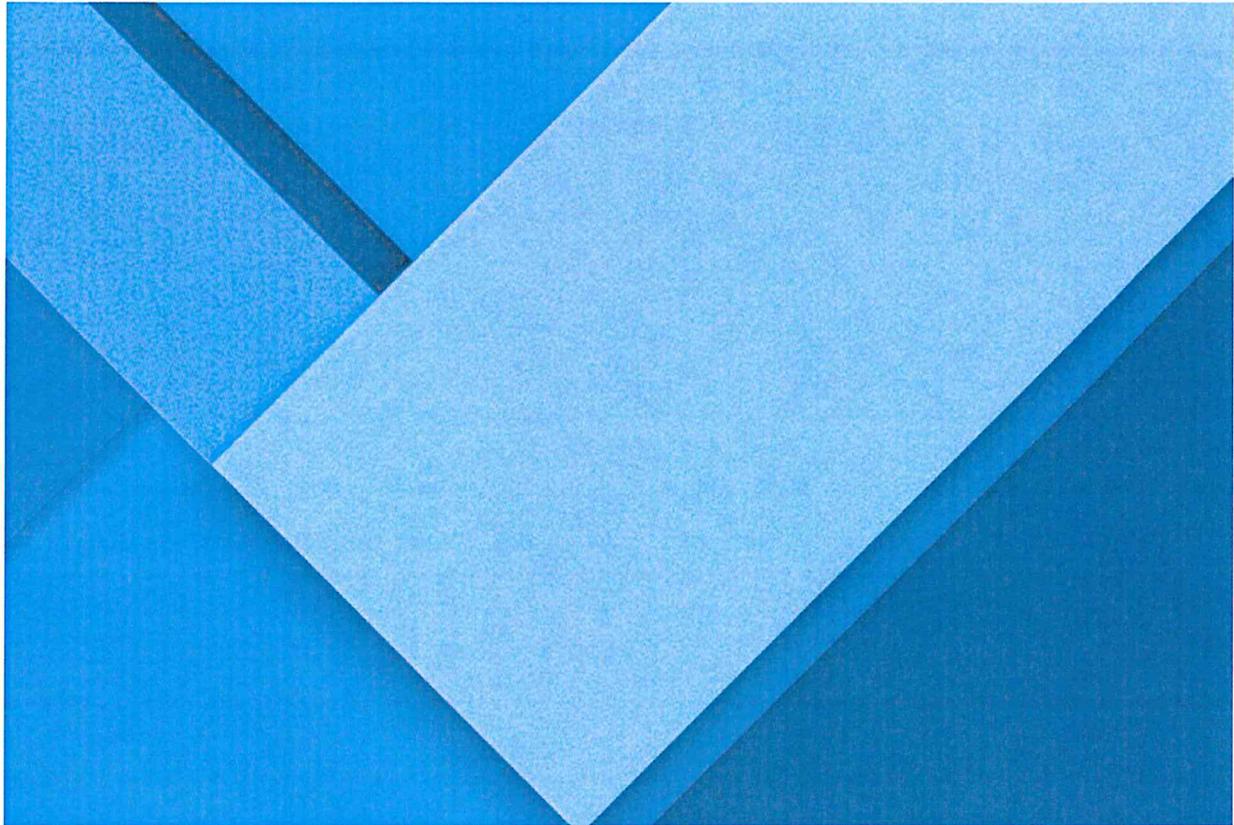
**Subtotal:** \$2,910.00

**Total:** \$2,910.00

**Amount Due (USD):** \$2,910.00

## Notes / Terms

At \$2.50 per month per officer, the annual cost for an officer (or a civilian) is \$30.  
2024 Annual invoice for access to peer support network and more.  
Effective dates of the service related to this invoice: Jun 1st 2024 to May 30th 2025



**WeNeverWalkAlone** Nationwide Peer Support & Mental Health Professionals Network

05.22.2024



**Vijay K. Harikrishna (VJ)**

Vélan Solutions, LLC

WeNeverWalkAlone: Nationwide Peer Support and Mental Health Professionals Network

890 E Higgins Rd Suite 150-b

Schaumburg, IL 60173

## Service Contract

Features offered by the software system at the time of deployment:

1. **Peer Team Support directory listing**. Belleville Police Department will have the ability to manage this list by identifying an admin at their end.
2. **Vetted therapists directory listing**. Belleville Police Department can provide referrals.
3. **Links to external resources** such as St. Michael's House, Badge of Life, etc., that support the LE community. Resources and links to be posted will be handled by Velan's team. Belleville Police Department can provide inputs.
4. **Anonymous Self Assessment Evaluations** on topics such as anxiety, depression, PTSI, etc.,

Pricing Structure; Payment Terms and Conditions:

1. **\$2.50 per sworn officer** per month ⇒ annual price of \$30 per sworn officer. So, each department pays as per their department size. Any non sworn officer (civilian staff or otherwise) can optionally be added to the plan at the same price as that of the sworn officer.
2. Billed **annually upfront**.
3. Invoices are **NET 30** days.
4. If there are changes in the number of sworn officers in between the billing dates, then that would be adjusted appropriately in the upcoming year's bill.
5. The Department has to formally train and contribute **10%** of its strength to the Peer Supporters pool. More than 10% is welcome but a minimum of 10% is needed. For instance, an Agency that has 10 sworn Officers should be contributing 1 trained Officer to the network's Peer Supporters' pool. If, at the time of signing the contract, the Department doesn't have that many trained Peer Supporters, then it has 6 months to bring the contribution to the required level. Such an arrangement will help keep the network fair and vibrant and relevant.
6. WeNeverWalkAlone offers its own Peer Support Training and can recommend a couple of partners if needed. But the Department is free to get their Officers trained at any reputed/legit, training program of their choice.
7. Minimum of **1 year commitment** is needed. At the end of the one year commitment, the service will automatically renew each year for **one additional year** unless terminated in writing **via mail and/or email** at least 30 days prior to the expiration of the current term. Subsequent years will be billed upfront based upon the number of LEOs as of the renewal date.

8. **Late Payment or No Payment:** A late payment penalty fee of **10%** of the unpaid bill amount would be charged every month that a balance remains due. Additionally, a **15% annual interest (equivalent to 1.25% monthly interest)** for the outstanding payment amount would be charged every month that there is a balance due. If the outstanding bills are not paid in full within **6 months**, the service to that agency will be suspended with no consequences to Velan Solutions. If service is terminated under such circumstances, Velan Solutions has the sole discretion of resuming or not resuming the service even after the balance has been paid. Velan Solutions reserves the right to charge an additional fee to restart the services of such a suspended account. No additional late fees will be charged during the time that the service is in a suspended state. But interest fees continue to accrue for every month that there is a balance due on the account even when the service is in suspension. Please see **appendix** on example of how late fee and no fees are calculated.

Example of pricing enumerated for various department sizes (can be found in **appendix** too)

Number of sworn LEO in the agency	Monthly cost to the agency	Annual cost to the agency
15	\$37.50	\$450
30	\$75	\$900
100	\$250	\$3,000
200	\$500	\$6,000
500	\$1,250	\$15,000

### Arbitration Clause:

(a) Any controversy or claim arising out of this Agreement or any alleged breach of this Agreement shall be resolved by means of binding arbitration before a single arbitrator in accordance with the then existing Commercial Arbitration Rules of the American Arbitration Association, including the Optional Rules for Emergency Measures of Protection. The arbitrator shall be a practicing attorney or retired judge with at least fifteen years total working experience as such. The arbitration shall be held in **Vélan Solutions LLC office located at 890 E Higgins Rd Suite 150-B, Schaumburg, IL** or any other place agreed upon at the time by the parties. No demand for arbitration may be made after the date when the institution of legal or equitable proceedings based on such claim or dispute would be barred by the applicable statute of limitation. The arbitrator is not authorized to award punitive or other damages not measured by the prevailing party's actual damages.

(b) A party may apply to the arbitrator seeking injunctive relief until an arbitration award is rendered or the dispute is otherwise resolved. A party may, without waiving any other remedy, seek from any court having jurisdiction any interim or provisional relief that is necessary to protect the rights or property of that party pending the arbitrator's appointment or decision on the merits of the dispute. If the arbitrator determines that a party has generally prevailed in the arbitration proceeding, then the arbitrator shall award to that party its reasonable out-of-pocket expenses related to the arbitration, including filing fees, arbitrator compensation, attorney's fees and legal costs.

(c) The arbitrator shall issue a reasoned award. Judgment upon the arbitrator's award may be entered in any court having jurisdiction. The arbitration proceedings and arbitrator's award shall be maintained by the parties as strictly confidential, except as is otherwise required by court order or as is necessary to confirm, vacate or enforce the award and for disclosure in confidence to the parties' respective attorneys, tax advisors and senior management and to family members of a party who is an individual.

(d) The arbitrator shall require exchange by the parties of (i) the name and, if known, address and telephone number of each person likely to have knowledge of relevant information, identifying the subjects of the information, and (ii) non-privileged documents, including those in electronic form, that are relevant to the issues raised by any claim, defense or counterclaim or on which the producing party may rely in support of or in opposition to any claim, defense or counterclaim. The arbitrator shall limit such production based on considerations of unreasonable expense, duplication and undue burden.

(e) This Agreement shall be governed by and construed in accordance with the internal laws of the State of Illinois, without regard to the choice of law principles of the State of Illinois or of any other jurisdiction.

(f) These exchanges shall occur no later than a specified date within 30 days following the appointment of the arbitrator. At the request of a party, the arbitrator may at his or her discretion order the deposition of witnesses. Depositions shall be limited to a maximum of three depositions per party, each of a maximum of four hours duration, unless the arbitrator otherwise determines. The arbitrator may allow such other discovery as he or she determines is reasonably necessary for a fair determination of the dispute. Any dispute or objections regarding discovery or the relevance of evidence shall be determined by the arbitrator. All discovery shall be completed within 60 days following the appointment of the arbitrator, unless the arbitrator otherwise determines.

**Mutual Indemnification Clause:**

Each party to this agreement [Velan Solutions LLC, Belleville, IL PD, existing and future members of the WeNeverWalkAlone] agree to indemnify and hold each other harmless from and against any and all claims, demands, losses, causes of action, damages, lawsuits, judgments, including attorney’s fees and costs, to the extent caused by or arising out of or relating to the work, errors, omissions and/or operations of the other party.

**AGREED AND ACCEPTED:**

Chief Eiskant, Matthew  <b>Belleville, IL Police Department Chief</b> 720 W. Main St., Belleville, IL 62220  Office: (618) 234-1212  Cell: Date:          Signature:	Vijay K. Harikrishna (VJ)  <b>Vélan Solutions, LLC</b> 890 E Higgins Rd Suite 150B Schaumburg IL 60173  O: 773.644.1664 C: 224.388.7090  Date:          Signature:
---	---



## **BELLEVUE PLAZA TIF DISTRICT FEASIBILITY STUDY & DRAFT REDEVELOPMENT PLAN SYNOPSIS**

Municipalities are authorized to create Tax Increment Financing (“TIF”) Districts by the Illinois Municipal Code, specifically in 65 ILCS 5/11-74.4-1 et. seq. (“Act”). The Act sets forth the requirements and procedures for establishing a TIF District Redevelopment Project Area and a TIF District Redevelopment Plan. The City of Belleville intends to use tax increment financing to ameliorate some of the blighting conditions found in the proposed Redevelopment Project Area (shown in the attached Exhibit A) to promote economic development. The Bellevue Park Plaza shopping center located within the boundary originally opened in 1956 as the City’s first strip mall. Currently the property has numerous vacancies, and the site and surface improvements for the property and throughout the proposed Area exhibit signs of deterioration due to general age and a lack of maintenance. The primary goals of the Redevelopment Project include facilitating the redevelopment of the property within the Area, filling existing vacancies, repairing some of the existing structures, and other related activities to promote economic development within the Area.

The purpose of the Tax Increment Financing Feasibility Study is to determine whether tax increment financing is appropriate for effective redevelopment of the proposed Redevelopment Project Area, and to provide in reasonable detail the basis for the eligibility of the proposed Area. The following is a summary of the study:

### **FEASIBILITY STUDY**

For the proposed Area to qualify for tax increment financing as a “conservation area,” 50% or more of the structures must have an age of 35 years or greater. Per St. Clair County property tax information, historic aerial photography of the Area, and field investigations of the property, approximately 73% of the structures have been determined to be at least 35 years of age. As such, the developed portion of the Area can be reviewed for its eligibility as a “conservation area.” The following is an overview of existing factors in the Area:

**Dilapidation** - There are properties exhibiting deterioration (as detailed below) to such an advanced state to be considered dilapidated. These are structures exhibiting a lack of necessary repairs and maintenance, and due to their age are in a state where extensive rehabilitation would be required in order for the properties to be utilized for their intended use.

**Obsolescence** - Obsolescence was noted throughout the Area, in that there were structures in a state to be considered ill-suited for their original intended use. Without significant investments in the repair and rehabilitation of these properties it is likely that demolition would be required for the parcels to be utilized to their highest and best uses.

**Deterioration** - The parcels which make up the Area exhibit some form of deterioration. In terms of surface improvements, the Area showed signs of deterioration including unkempt gravel areas, cracked and deteriorated parking areas, and grass or weed growth in some of the surface improvements. Structural site improvements also exhibited deteriorated conditions, with the majority of the structures showing some sort of notable defects. Much of the structural deterioration could be attributed to the age of the structures, as over time continuous use and exposure to the elements adversely impacts structures both aesthetically and structurally.

**Presence of Structures Below Minimum Code Standards** - Given the age of the development in the Area and modernization of building, health, and safety codes, it is likely that the redevelopment of the properties in the Area would require extensive improvements to ensure the aged structures meet existing code standards. Field investigations noted properties with additional support pillars installed to prevent structural failure.

**Excessive Vacancies** - Structures in the Area exhibit excessive vacancies, both in the number and duration of some of the vacancies. These vacancies can create a negative perception of the economic vitality of the area, which can deter new investment and redevelopment of the property.

**Deleterious Land Use or Layout** - There are potentially incompatible land-use relationships within the Area, primarily in the form of residential uses directly adjacent to commercial properties.

**Lack of Community Planning** - There are conditions indicative of a lack of community planning in the Area. The deleterious land use or layout detailed prior would be one instance of this factor, in that ideally the development of the property would have been done in accordance with a plan that provided for buffers between the potentially incompatible land uses.

**Stagnant or Declining Property Values** - The Project Area has had lower annual EAV growth rates than the balance of the City for four of the last five years, and lower annual growth rates than the CPI for three of the last five years. Thus, the Area meets both statutory thresholds for this factor.

The following is a review of qualifying factors in the undeveloped portion of the Area.

**Deterioration of Structures or Site Improvements in Neighboring Areas** - Deterioration was evident during field investigations of the neighboring areas adjacent to the undeveloped properties in the proposed Area.

**Stagnant or Declining Property Values** - The stagnant or declining property values, as described in the developed portion prior, applies to both developed and undeveloped properties in the Area.

There was also the presence of a stand-alone factor noted in the undeveloped portion of the Area:

**The area qualified as a blighted improved area immediately prior to becoming vacant, unless there has been substantial private investment in the immediately surrounding area.** - The property on the southeast corner of the intersection of N Belt W and W Main St formerly had a vacant and dilapidated structure prior to its demolition.

The Area is found to exceed the amount of factors required to be considered a combination of a “conservation area” and “blighted area,” and as such would qualify for inclusion in a tax increment redevelopment project area. The use of TIF would be an appropriate tool for the economic development of the Area, providing the ability to make requisite site and surface improvements to increase the viability of the properties.

## **DRAFT REDEVELOPMENT PLAN**

Pursuant to the Tax Increment Allocation Redevelopment Act, when the finding is made that an Area qualifies as a combination of both conservation and blighted areas a Redevelopment Plan must be prepared. The draft Bellevue Plaza TIF District Redevelopment Plan outlines the potential redevelopment project and activities for the proposed Area, as well as the other statutory requirements for a redevelopment plan. With input from City officials this plan will be refined prior to final adoption.

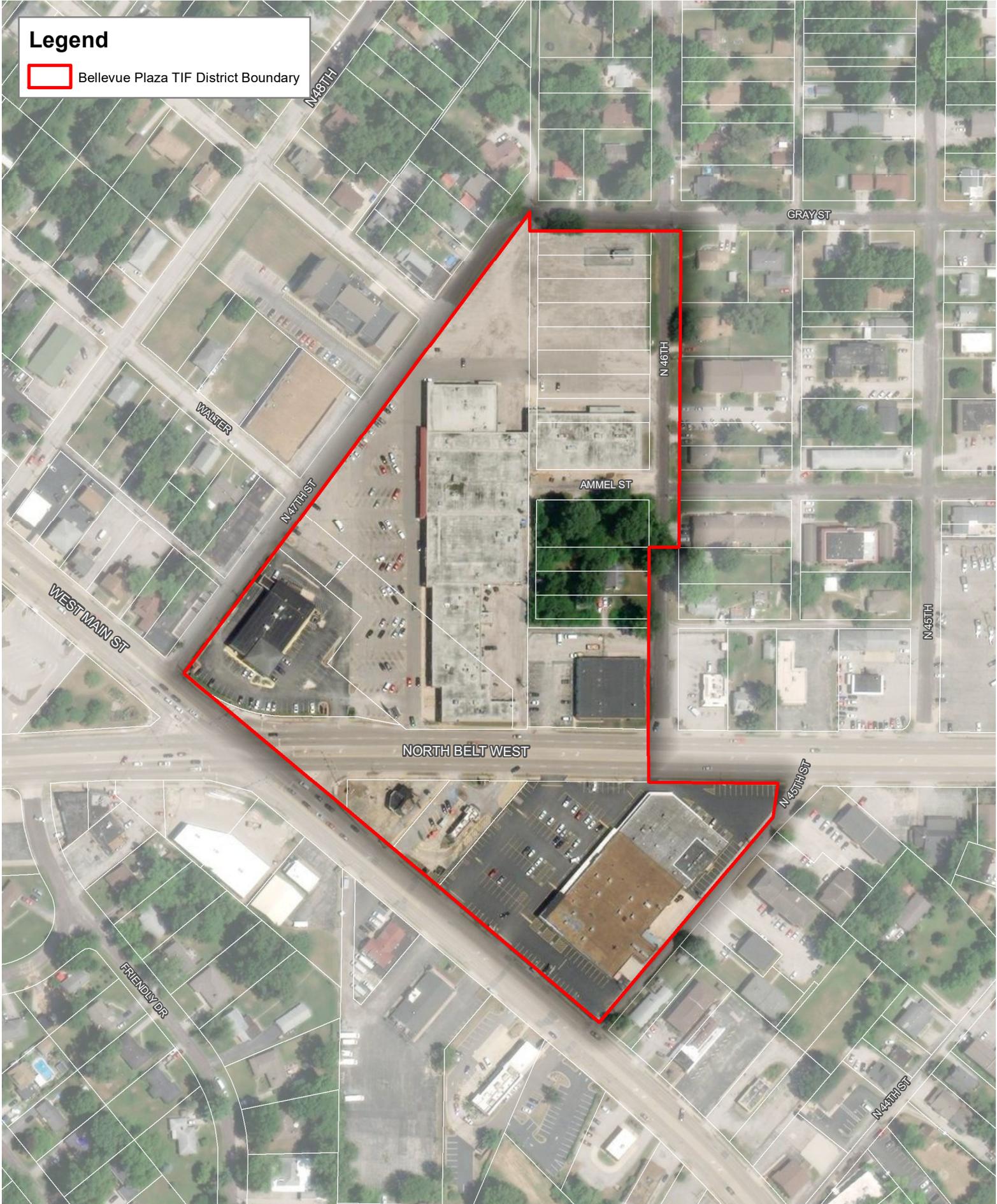
## **NEXT STEPS**

The next steps for the potential establishment of the Bellevue Plaza TIF District Redevelopment Project Area include:

- 6/17 CITY COUNCIL MEETING – Adopt Feasibility Resolution, ordinance establishing Interested Parties Registry.
- 7/15 CITY COUNCIL MEETING – Adopt ordinance establishing date of public hearing.
- 8/9 JOINT REVIEW BOARD – Meeting of the Joint Review Board, set for 11:00 AM.
- 10/2 PUBLIC HEARING – Public Hearing for the proposed TIF District Plan and Project.
- 11/18 CITY COUNCIL MEETING – Adoption of ordinances approving the TIF Plan and Project.

# Legend

 Bellevue Plaza TIF District Boundary

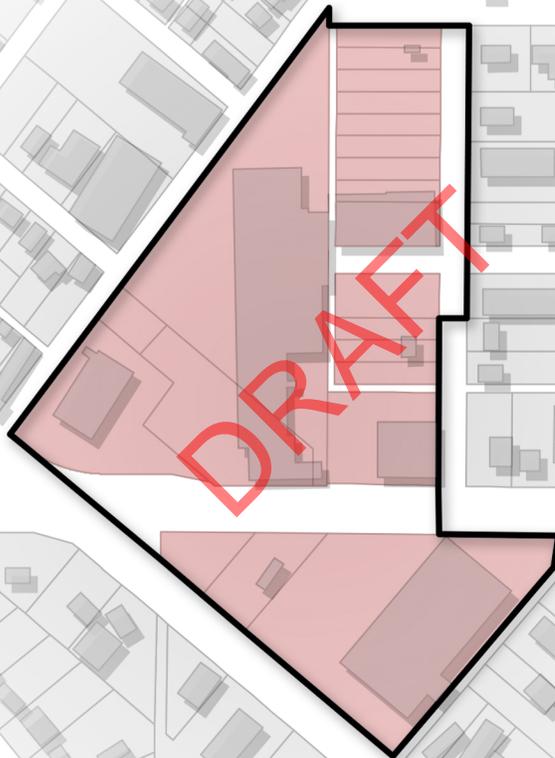


**EXHIBIT A - BOUNDARY MAP**  
**BELLEVUE PLAZA TIF DISTRICT**  
Bellevue, IL



# BELLEVUE PLAZA TIF DISTRICT

## TAX INCREMENT FINANCING REDEVELOPMENT PLAN & PROJECT



THE CITY OF  
**BELLEVILLE, IL**  
June 5, 2024



**TABLE OF CONTENTS**

<b>SECTIONS</b>	<b>PAGE</b>
Section I Introduction .....	2
Section II Eligibility Findings for the Area.....	3
Section III Findings of Need for Tax Increment Financing.....	11
Section VI Redevelopment Plan.....	13
Section V Implementation Strategy .....	15
Section VI Amending the TIF Plan .....	19
Section VII Reporting and Meeting.....	20
 <b>EXHIBITS</b>	
Exhibit A Boundary Map.....	Following Page 4
Exhibit B Existing Land Use .....	Following Page 6
Exhibit C General Land Use Plan.....	Following Page 14
 <b>TABLES</b>	
Table A Project Area & City Balance Growth Rates .....	7
Table B Project Area & CPI Growth Rates .....	8
Table C Qualification Factors Matrices.....	10
Table D Estimated Budget for Redevelopment Project Costs.....	17
 <b>APPENDICES</b>	
Appendix A Legal Description .....	23
Appendix B Parcel ID Numbers.....	27

## SECTION I. INTRODUCTION

On June 5, 2024, the Feasibility Study (“Study”) for the Bellevue Plaza TIF District was presented to the City of Belleville (the “City”) Economic Development and Annexation Committee. The Study provided a preliminary report of the qualifying factors found in the proposed Bellevue Plaza TIF District Redevelopment Project Area (the “Area”), and this information is referenced within this Redevelopment Plan (“Plan”). Following the preparation of the Study it was determined that the use of tax increment financing would be feasible to facilitate economic development in the Area, and thus the creation of a Redevelopment Plan for the proposed Redevelopment Project Area was warranted.

The City of Belleville intends to use tax increment financing to ameliorate some of the blighting conditions found in the proposed Redevelopment Project Area to promote economic development. The proposed Redevelopment Project Area as a whole has not been subject to economic growth relative to the City and will not likely be developed to its highest and best use without the implementation of a tax increment financing program.

The Bellevue Park Plaza shopping center located within the boundary originally opened in 1956 as the City’s first strip mall. Currently the property has numerous vacancies, and the site and surface improvements for the property and throughout the proposed Area exhibit signs of deterioration due to general age and a lack of maintenance. The primary goals of the Redevelopment Project include facilitating the redevelopment of the property within the Area, filling existing vacancies, repairing some of the existing structures, and other related activities to promote economic development within the Area.

Tax Increment Financing (“TIF”) is permitted by the Illinois Tax Increment Allocation Redevelopment Act (the “Act” or the “TIF Act”), which is found at 65 ILCS 5/11-74.4-1 et. seq. The Act sets forth the requirements and procedures for establishing the Area and the Plan. The Area is identified on various exhibits and descriptions in the following sections. It also should be noted at this time that this Plan does not constitute a suggestion of every allocation of TIF Revenue, nor does it represent or constitute an inference as to the content of any “Redevelopment Agreements” that may be negotiated between the City and any developer.

DRY

## SECTION II. ELIGIBILITY FINDINGS FOR THE AREA

### A. Introduction

In order to establish tax increment financing properties slated for inclusion in the TIF Area must be found to be eligible. The following sections report on the eligibility of these parcels.

### B. Statutory Requirements

According to the Act, in order for a municipality to qualify properties for tax increment financing, a finding must be made that conditions exist which allow the Area to be classified as a blighted area, a conservation area, a combination of both blighted and conservation areas, or an industrial park conservation area. A map of the area of study (the "Area" or the "Proposed Area") has been attached as Exhibit A – Boundary Map. Moran Economic Development conducted an evaluation of the physical conditions in the Area, and the findings of this evaluation are outlined below.

The definitions used for qualifying this Area, as defined in the Act, follows:

*"Conservation Area" means any improved area within the boundaries of a redevelopment project area located within the territorial limits of the municipality in which 50% or more of the structures in the area have an age of 35 years or more. Such an area is not yet a blighted area but because of a combination of three or more of the following factors is detrimental to the public safety, health, morals or welfare, and such an area may become a blighted area:*

- 1. Dilapidation - An advanced state of disrepair or neglect of necessary repairs to the primary structural components of buildings or improvements in such a combination that a documented building condition analysis determines that major repair is required or the defects are so serious and so extensive that the buildings must be removed.*
- 2. Obsolescence - The condition or process of falling into disuse. Structures have become ill-suited for the original use.*
- 3. Deterioration - With respect to buildings, defects including, but not limited to, major defects in the secondary building components such as doors, windows, porches, gutters and downspouts, and fascia. With respect to surface improvements, that the condition of roadways, alleys, curbs, gutters, sidewalks, off-street parking, and surface storage areas evidence deterioration, including, but not limited to, surface cracking, crumbling, potholes, depressions, loose paving material, and weeds protruding through paved surfaces.*
- 4. Presence of structures below minimum code standards - All structures that do not meet the standards of zoning, subdivision, building, fire, and other governmental codes applicable to property, but not including housing and property maintenance codes.*
- 5. Illegal use of individual structures - The use of structures in violation of applicable federal, State, or local laws, exclusive of those applicable to the presence of structures below minimum code standards.*
- 6. Excessive vacancies - The presence of buildings that are unoccupied or under-utilized and that represent an adverse influence on the area because of the frequency, extent, or duration of the vacancies.*
- 7. Lack of ventilation, light or air circulation in spaces or rooms without windows, or that require the removal of dust, odor, gas, smoke, or other noxious airborne materials. Inadequate natural light and ventilation means the absence or inadequacy of skylights or windows for interior spaces or rooms and improper window sizes and amounts by room area to window area ratios. "Inadequate sanitary facilities" refers to the absence or inadequacy of garbage storage and enclosure, bathroom facilities, hot water and kitchens, and structural inadequacies preventing ingress and egress to and from all rooms and units within a building.*

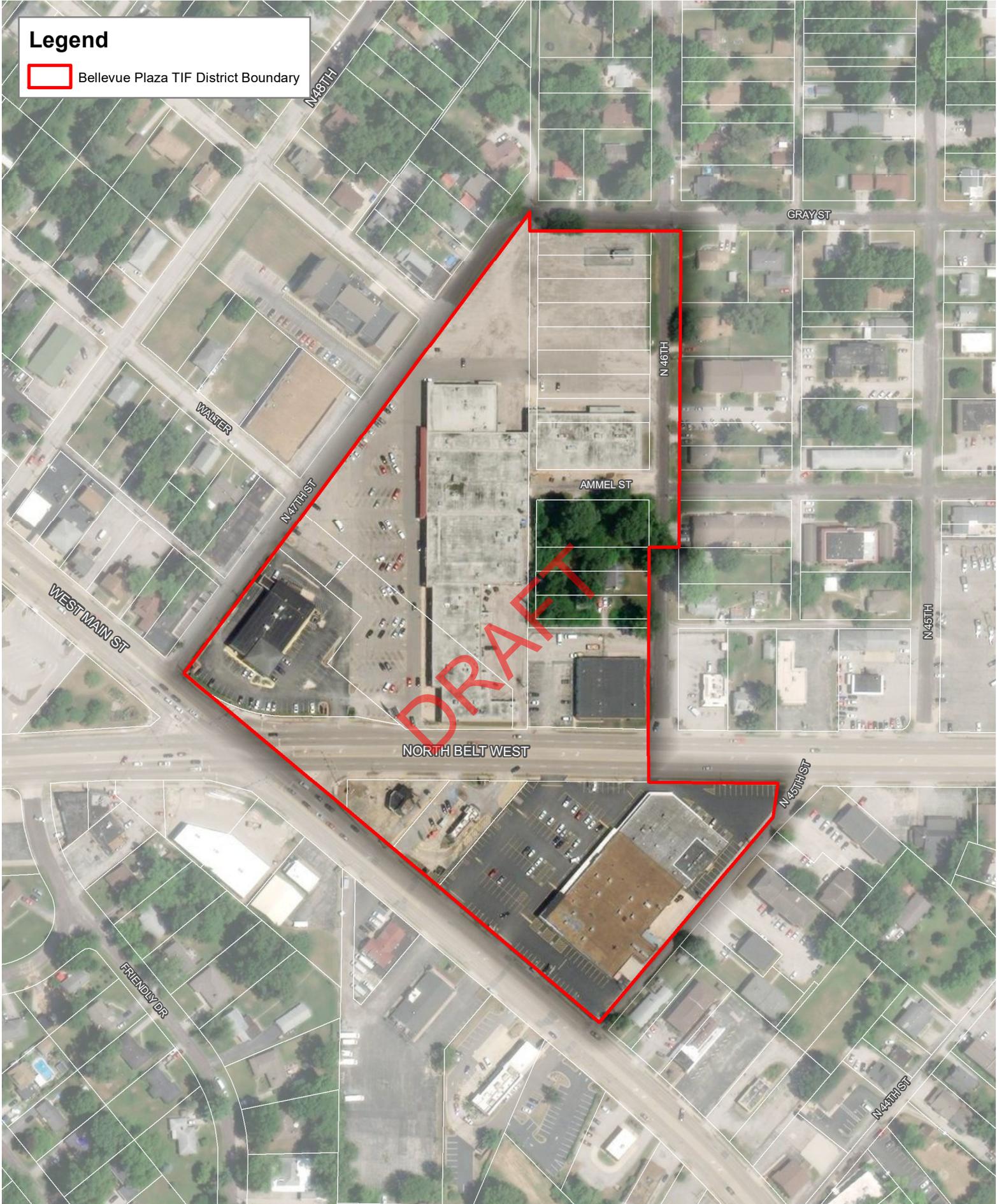
8. *Inadequate Utilities - Underground and overhead utilities such as storm sewers and storm drainage, sanitary sewers, water lines, and gas, telephone, and electrical services that are shown to be inadequate. Inadequate utilities are those that are: (i) of insufficient capacity to serve the uses in the redevelopment project area, (ii) deteriorated, antiquated, obsolete, or in disrepair, or (iii) lacking within the redevelopment project area.*
9. *Excessive land coverage and overcrowding of structures and community facilities - The over-intensive use of property and the crowding of buildings and accessory facilities onto a site. Examples of problem conditions warranting the designation of an area as one exhibiting excessive land coverage are: the presence of buildings either improperly situated on parcels or located on parcels of inadequate size and shape in relation to present-day standards of development for health and safety and the presence of multiple buildings on a single parcel. For there to be a finding of excessive land coverage, these parcels must exhibit one or more of the following conditions: insufficient provision for light and air within or around buildings, increased threat of spread of fire due to the close proximity of buildings, lack of adequate or proper access to a public right-of-way, lack of reasonably required off-street parking, or inadequate provision for loading and service.*
10. *Deleterious land use or layout - The existence of incompatible land-use relationships, buildings occupied by inappropriate mixed-uses, or uses considered to be noxious, offensive, or unsuitable for the surrounding area.*
11. *Lack of community planning - The proposed redevelopment project area was developed prior to or without the benefit or guidance of a community plan. This means that the development occurred prior to the adoption by the municipality of a comprehensive or other community plan or that the plan was not followed at the time of the area's development. This factor must be documented by evidence of adverse or incompatible land-use relationships, inadequate street layout, improper subdivision, parcels of inadequate shape and size to meet contemporary standards, or other evidence demonstrating an absence of effective community planning.*
12. *The area has incurred Illinois Environmental Protection Agency or United States Environmental Protection Agency remediation - costs for, or a study conducted by an independent consultant recognized as having expertise in environmental remediation has determined a need for, the clean-up of hazardous waste, hazardous substances, or underground storage tanks required by State or federal law, provided that the remediation costs constitute a material impediment to the development or redevelopment of the redevelopment project area.*
13. *The total equalized assessed value of the Proposed Redevelopment Project Area has declined for 3 of the last 5 calendar years - prior to the year in which the redevelopment project area is designated or is increasing at an annual rate that is less than the balance of the municipality for 3 of the last 5 calendar years for which information is available or is increasing at an annual rate that is less than the Consumer Price Index for All Urban Consumers published by the United States Department of Labor or successor agency for 3 of the last 5 calendar years prior to the year in which the redevelopment project area is designated.*

*“Blighted Area” means any improved or vacant area within the boundaries of a redevelopment project area located within the territorial limits of the municipality where, if vacant, the sound growth of the redevelopment project area is impaired by a combination of 2 or more of the following factors, each of which is (i) present, with that presence documented, to a meaningful extent so that a municipality may reasonably find that the factor is clearly present within the intent of the Act and (ii) reasonably distributed throughout the vacant part of the redevelopment project area to which it pertains:*

1. *Obsolete platting of vacant land - that results in parcels of limited or narrow size or configurations of parcels of irregular size or shape that would be difficult to develop on a planned basis and in a manner compatible with contemporary standards and requirements, or platting that failed to*

# Legend

 Bellevue Plaza TIF District Boundary



**EXHIBIT A - BOUNDARY MAP**  
**BELLEVUE PLAZA TIF DISTRICT**  
Bellevue, IL



*create rights-of-way for streets or alleys or that created inadequate right-of-way widths for streets, alleys, or other public rights-of-way or that omitted easements for public utilities.*

2. *Diversity of ownership - of parcels of vacant land sufficient in number to retard or impede the ability to assemble the land for development.*
3. *Tax and special assessment delinquencies - exist or the property has been the subject of tax sales under the Property Tax Code within the last 5 years.*
4. *Deterioration of structures or site improvements in neighboring areas adjacent to the vacant land.*
5. *The area has incurred Illinois Environmental Protection Agency or United States Environmental Protection Agency remediation - costs for, or a study conducted by an independent consultant recognized as having expertise in environmental remediation has determined a need for, the clean-up of hazardous waste, hazardous substances, or underground storage tanks required by State or federal law, provided that remediation costs constitute a material impediment to the development or redevelopment of the redevelopment project area.*
6. *The total equalized assessed value of the proposed redevelopment project area has declined for 3 of the last 5 calendar years - prior to the year in which the redevelopment project area is designated or is increasing at an annual rate that is less than the balance of the municipality for 3 of the last 5 calendar years for which information is available or is increasing at an annual rate that is less than the Consumer Price Index for All Urban Consumers published by the United States Department of Labor or successor agency for 3 of the last 5 calendar years prior to the year in which the redevelopment project area is designated.*

*Or, if vacant, the sound growth of the redevelopment areas is impaired by one of the following factors that (i) is present, with that presence documented, to a meaningful extent so that a municipality may reasonably find that the factor is clearly present with the intent of the Act and (ii) is reasonably distributed throughout the vacant part of the redevelopment project area to which it pertains:*

1. *The area consists of one or more unused quarries, mines, or strip mine ponds.*
2. *The area consists of an unused rail yards, rail tracks or railroad rights-of-way.*
3. *The area, prior to its designation, is subject to chronic flooding which adversely impacts on real property in the area as certified by a registered professional engineer or appropriate regulatory agency.*
4. *The area consists of an unused or illegal disposal site containing earth, stone, building debris, or similar materials that were removed from construction, demolition, excavation, or dredge sites.*
5. *Prior to November 1, 1999, the area is not less than 50 nor more than 100 acres and 75% of which is vacant (notwithstanding that the area has been used for commercial agricultural purposes within 5 years prior to the designation of the redevelopment project area), and the area meets at least one of the factors itemized in paragraph (1) of this subsection, the area has been designated as a town or City center by ordinance or comprehensive plan adopted prior to January 1, 1982, and the area has not been developed for that designated purpose.*
6. *The area qualified as a blighted improved area immediately prior to becoming vacant, unless there has been substantial private investment in the immediately surrounding area.*

### **C. Methodology of Investigation**

Various techniques and methods of research and field surveys were utilized in determining the eligibility of the properties in question, including:

- On-site field examination of the Proposed Area by experienced property inspectors on the staff of Moran Economic Development. These personnel are trained in techniques and procedures of determining conditions of properties, buildings, streets, utilities, etc. and the subsequent use and analysis of this research to determine TIF eligibility.
- Contacts with City officials and other individuals knowledgeable about conditions and history in and of the Proposed Area, the age and condition of buildings and site improvements, development patterns, real estate matters, and related items.
- Examination of maps, aerial photographs, and historic data related to the Proposed Area including St. Clair County real property tax assessment records.
- Research of the Consumer Price Index (“CPI”) for All Urban Consumers published by the United States Department of Labor.
- Use of definitions contained in the Act.
- Adherence to basic findings of need as established by the Illinois General Assembly in establishing tax increment financing, which became effective on January 10, 1977 and has been subsequently amended.

#### **D. Eligibility Findings for the Area**

In making the determination of eligibility for an Area, it is not required that each and every property and/or building individually qualify, but it is the Area as a whole that must be determined to be eligible. An analysis of the physical conditions and presence of qualifying factors within the Area was performed. In addition to the analysis an inventory of existing land use was determined and outlined in the attached Exhibit B – Existing Land Use.

The Area encompasses 21 parcels of property and rights-of-way in the City of Belleville, generally located at the northeast and southeast corners of the intersection of N Belt W and W Main St. Parcels at the southwest corner of Gray St and N 46<sup>th</sup> St make up the northernmost portion of the Area, and it continues south taking in property east of N 47<sup>th</sup> St and west of N 64<sup>th</sup> St. At N Belt W the boundary continues south taking in property west of N 45<sup>th</sup> St and north of W Main St, which makes up the southernmost portion of the Area.

The findings of this analysis, outlined and detailed below, demonstrate that the Area is found to be a combination of a “conservation area” and “blighted area” as defined within the Act. While the Area was reviewed for all of the factors listed above in Section B, the following summarizes a portion of the factors that exist within the Area to a qualifying extent:

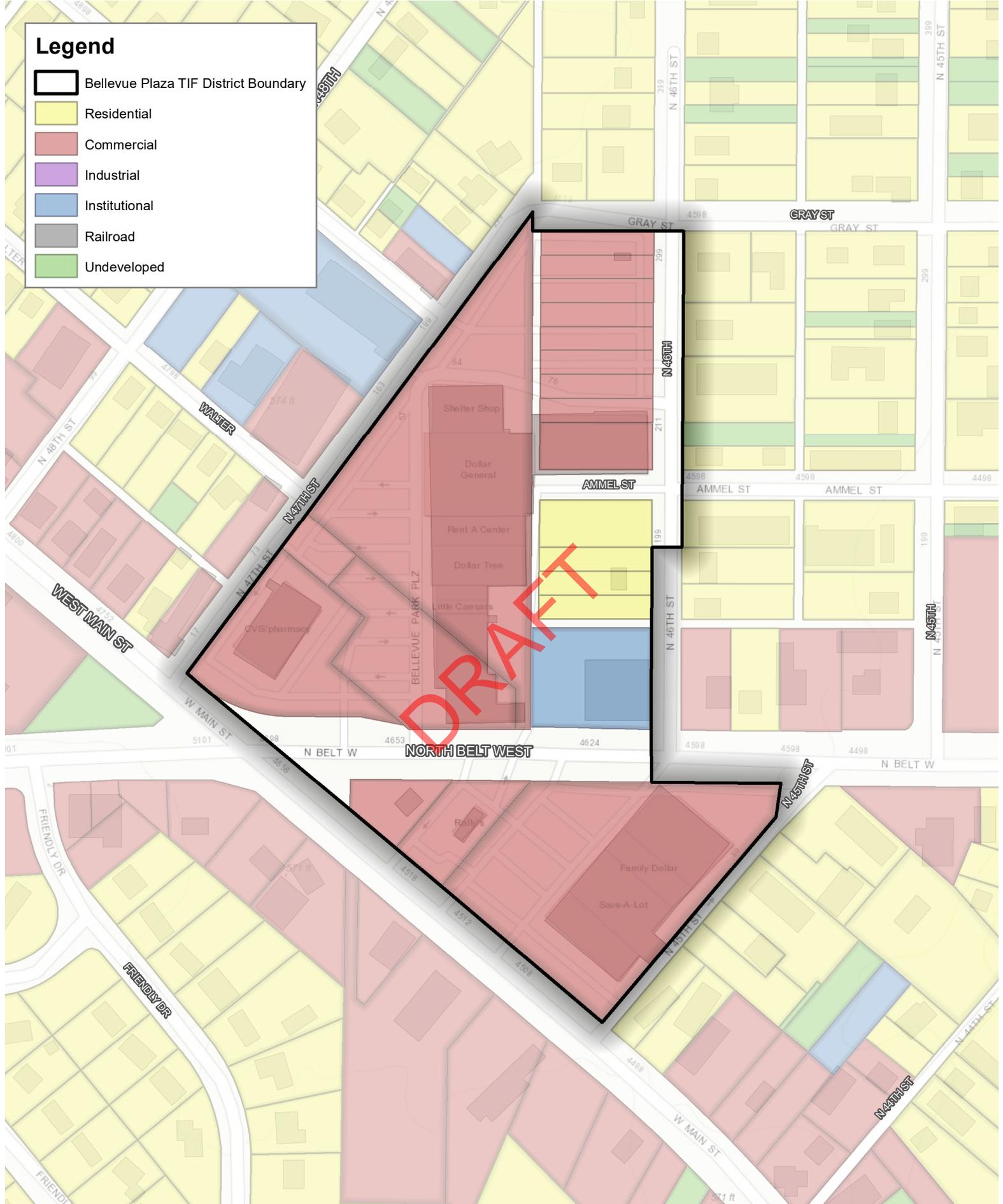
#### **QUALIFICATIONS OF THE DEVELOPED PORTION OF THE AREA**

As stated, 50% or more of the structures must have an age of 35 years or greater for a developed area to qualify as a “conservation area.” Per St. Clair County property tax information, historic aerial photography of the Area, and field investigations of the property, approximately 73% of the structures have been determined to be at least 35 years of age. As such, the developed portion of the Area can be reviewed for its eligibility as a “conservation area.” The following is the review of existing factors in the Area:

- **Dilapidation**  
There are properties exhibiting deterioration (as detailed below) to such an advanced state to be considered dilapidated. These are structures exhibiting a lack of necessary repairs and maintenance, and due to their age are in a state where extensive rehabilitation would be required in order for the properties to be utilized for their intended use. Outside of extensive rehabilitation, removal of the structures would be required for the properties to be redeveloped to their highest and best uses. These conditions also contribute to the obsolescence noted in the Area, which is another factor detailed below.
- **Obsolescence**  
Obsolescence was noted throughout the Area, in that there were structures in a state to be considered ill-suited for their original intended use. Without significant investments in the repair and

# Legend

-  Bellevue Plaza TIF District Boundary
-  Residential
-  Commercial
-  Industrial
-  Institutional
-  Railroad
-  Undeveloped



**EXHIBIT B - EXISTING LAND USE**  
**BELLEVUE PLAZA TIF DISTRICT**  
 Belleville, IL



rehabilitation of these properties it is likely that demolition would be required for the parcels to be utilized to their highest and best uses.

▪ **Deterioration**

The parcels which make up the Area exhibit some form of deterioration. In terms of surface improvements, the Area showed signs of deterioration including unkempt gravel areas, cracked and deteriorated parking areas, and grass or weed growth in some of the surface improvements. Structural site improvements also exhibited deteriorated conditions, with the majority of the structures showing some sort of notable defects. Much of the structural deterioration could be attributed to the age of the structures, as over time continuous use and exposure to the elements adversely impacts structures both aesthetically and structurally. Without upkeep and continued investment in these properties then the deterioration only worsens over time, and eventually can discourage new investment in an area as it creates a perception of economic decline.

▪ **Excessive Vacancies**

Structures in the Area exhibit excessive vacancies, both in the number and duration of some of the vacancies. The existing Bellevue Park Plaza has approximately five vacant units. These vacancies can create a negative perception of the economic vitality of the area, which can deter new investment and redevelopment of the property.

▪ **Deleterious Land Use or Layout**

There are potentially incompatible land-use relationships within the Area, primarily in the form of residential uses directly adjacent to commercial properties. These residential uses share right-of-way access with what would be the loading and service access for the commercial properties in the Area. In the event the Area were fully developed the increased traffic and activities associated with the commercial properties could create noxious effects on these residential properties.

▪ **Lack of Community Planning**

There are conditions indicative of a lack of community planning in the Area. The deleterious land use or layout detailed prior would be one instance of this factor, in that ideally the development of the property would have been done in accordance with a plan that provided for buffers between the potentially incompatible land uses. Another example of this factor would be the existing subdivision of some of the parcels in the Area. Existing parcel lines bisect structures and parking areas, and if the properties were to be redeveloped the property could potentially require combinations and splits to conform to modern development guidelines.

▪ **Stagnant or Declining Property Values**

In order to qualify for this factor the Proposed Redevelopment Project Area is required to an annual equalized assessed value (“EAV”) growth rate that is less than the balance of the municipality for three of the last five calendar years for which information is available, or is increasing at an annual rate that is less than the Consumer Price Index for All Urban Consumers (“CPI”) published by the United States Department of Labor or successor agency for three of the last five calendar years prior to the year in which the redevelopment project area is designated. Table A shows the comparison of the Project Area growth rates to the balance of the City from 2018-2023.

TABLE A - PROJECT AREA & CITY BALANCE GROWTH RATES

YEAR	BELLEVILLE <sup>1</sup>	PROJECT AREA <sup>2</sup>	%	BALANCE <sup>3</sup>	%
2023	\$771,634,575	\$2,202,819	1.11%	\$769,431,756	11.11%
2022	\$694,658,728	\$2,178,559	8.17%	\$692,480,169	8.58%
2021	\$639,760,815	\$2,014,016	4.42%	\$637,746,799	5.30%
2020	\$607,580,657	\$1,928,762	9.89%	\$605,651,895	3.96%
2019	\$584,329,304	\$1,755,242	2.15%	\$582,574,062	2.45%
2018	\$570,344,491	\$1,718,359	-	\$568,626,132	-

<sup>1</sup>Total City Equalized Assessed Value (EAV). Source: St. Clair County Clerk.

<sup>2</sup>Total EAV of the Parcels in the Project Area. Source: St. Clair County Property Tax Records.

<sup>3</sup>Total City EAV Minus the EAV of the Parcels in the Project Area.

This analysis shows that the Project Area has had lower annual EAV growth rates than the balance of the City for four of the last five years. Table B shows the comparison of the Project Area to the CPI over the same period. This analysis shows that the Project Area has lower annual growth rates than the CPI for three of the last five years. Thus, the Area meets both statutory thresholds for this factor: the Area is increasing at an annual growth rate less than the balance of the municipality for at least three of the last five years, and the Area is increasing at an annual growth rate less than the CPI for at least three of the last five years.

TABLE B - PROJECT AREA & CPI GROWTH RATES

YEAR	PROJECT AREA <sup>1</sup>	GROWTH %	CPI <sup>2</sup>
2023	\$2,202,819	1.11%	3.40%
2022	\$2,178,559	8.17%	6.50%
2021	\$2,014,016	4.42%	7.00%
2020	\$1,928,762	9.89%	1.40%
2019	\$1,755,242	2.15%	2.30%
2018	\$1,718,359	-	-

<sup>1</sup>Total EAV of the Parcels in the Project Area. Source: St. Clair County Property Tax Records.

<sup>2</sup>Consumer Price Index for All Urban Consumers. Source: U.S. Dept. of Labor.

### QUALIFICATIONS OF THE VACANT PORTIONS OF THE AREA

In addition to the developed parcels, the qualifying factors for undeveloped land found in the Act were researched to determine eligibility for these properties. The first step towards establishing eligibility in an undeveloped portion of a municipality is to determine whether or not such undeveloped property is considered vacant. "Vacant land" is defined in the Act (also Sec. 11-74.4-2) as follows:

*...any parcel or combination of parcels of real property without industrial, commercial, and residential buildings which has not been used for commercial agricultural purposes within 5 years prior to the designation of the redevelopment area, unless the parcel is included in an industrial park conservation area or the parcel has been subdivided; provided that if the parcel was part of a larger tract that has been divided into 3 or more smaller tracts that were accepted for recording during the period from 1950-1990, then the parcel shall be deemed to have been subdivided, and all proceedings and actions of the municipality taken in that connection with respect to any previously approved or designed redevelopment project area or amended redevelopment project area are hereby validated and hereby declared to be legally sufficient for all purposes of this Act. For the purposes of this Section and only for land subject to the subdivision requirements of the Plat Act, land is subdivided when the original plat of the proposed Redevelopment Project Area or relevant portion thereof has been properly certified, acknowledged, approved, and recorded or filed in accordance with the Plat Act and a preliminary plat, if any, for any subsequent phases of the proposed Redevelopment Project Area or relevant portion thereof has been properly approved and filed in accordance with the applicable ordinance of the municipality.*

Once undeveloped property is found to be "vacant," such vacant area may be found to be a blighted area based on certain factors. Researching various records using the St. Clair County Assessment and Tax Information System, it has been determined that there are seven parcels of land found to be vacant. These are parcels of real property without industrial, commercial, or residential buildings. Since portions of the Area were found to be vacant, the qualifying factors for vacant land found in the Act were researched to determine eligibility for these properties. The following is a review of qualifying factors in this portion of the Area.

- **Deterioration of Structures or Site Improvements in Neighboring Areas**

Deterioration was evident during field investigations of the neighboring areas adjacent to the undeveloped properties in the proposed Area. The deteriorating building and surface conditions noted above (developed portion) affect the undeveloped portion of the Area as well, as many of the undeveloped parcels are adjacent to developed parcels exhibiting deterioration in some form.

- **Stagnant or Declining Property Values**

The stagnant or declining property values, as described in the developed portion prior, applies to both developed and undeveloped properties in the Area. As such, the undeveloped portion of the Area also qualifies for this factor, as it was determined that the parcels in the Area meet every requirement of this factor.

## DETERMINATION OF STAND-ALONE FACTORS IN VACANT PORTIONS OF THE AREA

In addition to the above qualifications for vacant property, the Act finds that if the sound growth of the redevelopment Area is impaired by a factor that is present (with that presence documented to a meaningful extent) and reasonably distributed throughout the vacant part of the redevelopment project Area it may qualify under an additional set of eligibility criteria.

- **The area qualified as a blighted improved area immediately prior to becoming vacant, unless there has been substantial private investment in the immediately surrounding area.**

The property on the southeast corner of the intersection of N Belt W and W Main St formerly had a vacant and abandoned structure on the property. This structure exhibited dilapidated conditions, with boarded up windows, structural and surface improvement deterioration, and was in general disrepair. Since demolition the site currently exhibits conditions of surface deterioration, with grass and weed overgrowth, cracked concrete, and loose gravel.

### E. Summary of Factors

It is found that the developed portion of the Area contains conditions that qualify it as a “conservation area”; the number of buildings that are 35 years or older exceeds the statutory threshold of 50%, with eight of the 11 structures (73%) being at least 35 years old; and the Area contains an incidence of at least eight qualifying factors.

It is found that the undeveloped portion of the Area contains conditions that qualify it as a “blighted area,” exceeding the minimum number of factors present to a qualifying degree. Additionally, there were stand-alone factors found in the vacant portion of the Area.

All of the qualifying factors are presented in Table C.

DRAFT

TABLE C - QUALIFICATION FACTORS MATRICES

TOTAL PARCELS IN TIF DISTRICT	21	
QUALIFICATIONS OF DEVELOPED LAND		
Number of Parcels	14	
Number of Structures	10	
Buildings Over 35 Years of Age	7	70%
Dilapidation	2	20%
Obsolescence	2	20%
<i>Structure Deterioration</i>	7	70%
<i>Surface Deterioration</i>	13	93%
Total Deterioration	13	93%
Structures below minimum code	Not Determined	
Illegal Use of Structures	Not Determined	
Excessive Vacancies	YES	
Lack of Ventilation, Light, or Sanitary Facilities	Not Determined	
Inadequate Utilities	Not Determined	
Excessive Land Coverage	0	0%
Deleterious Land Use or Layout	7	50%
Lack of Community Planning	10	71%
EPA Remediation Costs	NO	
Low EAV Growth for 3 of the Last 5 Years	YES	
Total # of Factors Existing	7	
Factors Existing to a Qualifying Extent	7	
50% or More of Area has 3 or More Factors Plus Age	YES	
QUALIFICATIONS OF VACANT LAND		
Number of Vacant Parcels	7	
Obsolete Platting	NO	
Diversity of Ownership	NO	
Tax Delinquent	NO	
Deterioration in Adjacent Areas	YES	
EPA Remediation Costs	NO	
Stagnant/Declining EAV Growth for 3 of the Last 5 Years	YES	
2 of the 6 Preceding Factors	YES	
STAND ALONE FACTORS OF VACANT LAND		
Unused Quarries, Mines, or Strip Mine Ponds	NO	
Unused Rail Yards, Rail Tracks, or Railroad Rights-of-Way	NO	
Area, Prior to its Designation, is Subject to Chronic Flooding	NO	
Illegal Disposal Site	NO	
Between 50-100 Acres Undeveloped for Designated Purpose	NO	
Qualified as Blighted Improved Area	YES	
1 of the 6 Preceding Factors	YES	

## F. Conclusion

It is, therefore, found that the Area of Analysis contains conditions that qualify it as a combination of a “conservation area” and “blighted area,” and that these parcels will continue to exhibit conditions that will worsen without a program of intervention to induce private and public investment in the Area. The conditions that exist are detrimental to the Area as a whole, to the long-term interests of the City, and to the other taxing districts. This tax increment program should serve to reduce or eliminate the factors which cause the Area to qualify under the TIF Act. Therefore, after a thorough review of the factors present, the conclusion of this report is that the Proposed Area qualifies for tax increment financing.

### SECTION III. FINDINGS OF NEED FOR TAX INCREMENT FINANCING

The above study determined that the Area qualifies for tax increment financing as a combination of a “conservation area” and “blighted area.” In addition to this determination, the Act requires that additional criteria be met before adopting a Redevelopment Plan. These additional findings follow.

#### **A. The Redevelopment Area Exceeds the Statutory Minimum Size**

The Area proposed for tax increment financing encompasses 21 parcels of property totaling approximately 15.6 acres. The City, therefore, meets this requirement, as the Area contains more than the required 1 ½-acre minimum as defined in the Act. The full description of the Area is written in Appendix A – Legal Description.

#### **B. The Redevelopment Project Area is Contiguous**

The Bellevue Plaza TIF Redevelopment Area is contiguous and contained within a single perimeter boundary. Therefore, the City meets this requirement. The Area is fully described in the attached Legal Description – Appendix A.

#### **C. All Properties Included will Substantially Benefit**

The City believes that the implementation of tax increment financing will substantially benefit all properties included in the Redevelopment Project Area.

#### **D. The Area, on the Whole, is not Subject to Growth**

The Area has, as a whole, has not been subject to growth relative to the balance of the municipality and the CPI. From 2018-2023 the Project Area had a lower annual growth rate than the balance of the City for four of the five years, and lower annual growth rate than the CPI for three of the last five years. These parcels cannot reasonably be anticipated to develop on par with the rest of the City without the adoption of tax increment financing. Therefore, this requirement is met.

#### **E. The TIF Plan and Project Conform with the City’s Comprehensive Plan**

The City has determined that this Redevelopment Plan is consistent with the goals and objectives of the City’s comprehensive plan. The comprehensive plan identifies the future use of the properties in the Area as general commercial uses, and notes the use of incentives, particularly tax increment financing, as a tool to provide for the redevelopment of properties to achieve economic development goals and objectives. All future development in the Redevelopment Project Area will conform to applicable codes and ordinances as may be in effect at that time.

#### **F. The Redevelopment Plan Meets the Statutory Timeframe**

The estimated date for the completion of the Redevelopment Plan and retirement of obligations issued to finance redevelopment project costs (including refunding bonds under Section 11-74.4-7 of the Act) may not be later than December 31 of the year in which the payment to the municipal treasurer, as provided in subsection (b) of Section 11-74.4-8 of the Act, is to be made with respect to ad valorem taxes levied in the 23<sup>rd</sup> calendar year after the year in which the ordinance approving the Redevelopment Project Area is adopted.

#### **G. The Area Would not be Developed But For Tax Increment Financing**

The City finds that the Area has not currently, nor would reasonably be, developed without the use of tax increment revenues. The City pledges that such incremental revenues will be obligated for the development and revitalization of the Redevelopment Area as provided in the Act. The positions of those expressed in the private sector indicate that the activities outlined for the Area cannot be expected to occur “but for” assistance from tax increment financing. Without a program for intervention the Area is likely to see increased vacancy rates and continued decline of the physical improvements in the boundary.

#### **H. The Assessment of Financial Impacts on Taxing Districts is Outlined**

The City of Belleville will find that the financial impact or increased demand for facilities or services resulting from the implementation of the Redevelopment Project on local taxing districts is minimal.

Potential negative impact upon local taxing districts due to the proposed area is expected to be minimal since this Plan does not include high service uses, and due to the fact that the Area is not now creating significant incremental revenue compared to the City. Although the projected impact is minimal, the negative effects upon said districts will also be minimized through the inclusion of projects that will benefit them. Utility, roadway, and access improvements will be beneficial to emergency service providers, as well as the general public in and around the Redevelopment Project Area. In addition, project funds may also be utilized to assist in other public infrastructure and capital projects of other units of local government as permitted by the Statute within or outside the Project Area.

The City intends to monitor development in the Project Area and with the cooperation of the other affected taxing districts will attempt to ensure that any increased needs are addressed in connection with any particular development. The estimated nature of these increased demands for services on these taxing districts, and the activities to address increased demand, are described below.

#### Belleville School District #118/High School District #201

It is not anticipated that any development that is a result of the Redevelopment Plan will have a direct and substantial increase on the services of the school districts. Should any costs for the school districts arise that are directly attributable to the Redevelopment Project the use of financial assistance through the TIF District Program would be appropriate. In terms of assessed valuation, the Project Area's total EAV is less than 0.4% of that of School District #118, and just 0.1% of the High School District #201. Additionally, the properties in the Area have had relatively stagnant growth, including a year where the total value and declined. As such the financial impact on the school districts is expected to be minimal.

#### St. Clair County

The nature of anticipated development and/or redevelopment within the Project Area is anticipated to have minimal to no impact on demand for County Services. Any increase in demand should not be so substantial as to warrant the hiring of additional staff or the need to increase services. Therefore, no redevelopment projects or direct mitigations are set forth in the Redevelopment Plan. Regarding the impact on the County's tax base, the Project Area's total assessed value is 0.04% of the County as a whole, so any financial impact will be minimal.

#### Southwestern Illinois College District #522

Any increase in enrollment as a direct result of the redevelopment project is expected to be insignificant and should not have an effect on the community college district. Regarding the impact on the District's tax base, the Project Area's total assessed value is 0.02% of the District as a whole, so any financial impact will be minimal.

#### Belleville Public Library

It is not anticipated that any development that is a result of the Redevelopment Plan will have a significant impact on the services offered by the library district. Also, the Project Area is approximately 0.3% of the library's total tax base, and considering the lack of EAV growth of the parcels in the Area any projected impact is expected to be minimal.

#### Belleville Township

The development of the Project Area is not anticipated to impact the township. The total EAV of the proposed TIF District is approximately 0.3% of that of the township as a whole, so the financial impact associated with any potential incremental revenues would be minimal.

Once this Plan and related projects have been implemented, and the anticipated development has occurred, the resulting EAV increases will generate a far higher level of property tax revenues to the local taxing districts than would otherwise have occurred. The City, to the extent that surplus revenues become available, will distribute such revenues on a pro-rata basis to local taxing bodies whenever possible.

## SECTION IV. REDEVELOPMENT PLAN

### A. Introduction

This section presents the Redevelopment Plan for the Bellevue Plaza TIF Redevelopment Project Area. Pursuant to the Tax Increment Allocation Redevelopment Act, when the finding is made that an Area qualifies as either a conservation area, a blighted area, a combination of both conservation and blighted areas, or an industrial park conservation area, a Redevelopment Plan must be prepared. A Redevelopment Plan is defined in the Act in the following manner:

*...the comprehensive program of the municipality for development or redevelopment intended by the payment of redevelopment project costs to reduce or eliminate those conditions the existence of which qualified the redevelopment project area as a blighted area or conservation area or combination thereof or industrial park conservation area, and thereby to enhance the tax bases of the taxing districts which extend into the Redevelopment Project Area.*

### B. General Use Plan

The General Land Use Plan for the Redevelopment Project Area is shown in Exhibit C. All Redevelopment Projects shall be subject to the provisions of the City's ordinances and other applicable codes as may be in existence and may be amended from time to time.

### C. Objectives

The objectives of the Redevelopment Plan are to:

1. Reduce or eliminate those conditions that qualify the Redevelopment Area as eligible for tax increment financing;
2. Prevent the recurrence of those qualifying conditions which exist within the Area;
3. Enhance the real estate tax base for the City of Belleville and all other taxing districts which extend into the Area;
4. Provide for necessary infrastructure and utility improvements in the Area;
5. Encourage and assist private development within the Redevelopment Project Area through the provision of financial assistance for new development as permitted by the Act. This will provide for expanded employment opportunities that will strengthen the economic base of the City and surrounding areas; and,
6. Complete all public and private actions required in this Redevelopment Plan in an expeditious manner so as to maximize TIF opportunities.

### D. Policies

Appropriate policies have been, or will be, developed by the City of Belleville regarding this Redevelopment Plan and Project. These policies include, but are not limited to, the following:

1. Use TIF-derived revenues to accomplish the specific public-side activities and actions outlined in the Implementation Strategy of the Plan;
2. Utilize City staff and consultants to undertake those actions necessary to accomplish the specific public-side activities as outlined in the Implementation Strategy of the Plan;
3. Actively market the Redevelopment Project Area to private-side developers;
4. Provide financial assistance, as permitted by the Act, to encourage private-side developers to complete those certain private actions and activities as outlined in this Plan;
5. Seek out additional sources of revenue to help "kick start" development and redevelopment activities in the Redevelopment Project Area;
6. Monitor the public and private actions and activities occurring within the Area; and,
7. Complete the specified actions and activities in an expeditious manner, striving to minimize the length of the existence of the Area.

These policies may be amended from time to time as determined by the City.

### **E. Redevelopment Project**

To achieve the objectives of the TIF redevelopment project, a number of activities will need to be undertaken. An essential element of the Redevelopment Plan is a combination of private developments in conjunction with public investments and infrastructure improvements. Improvements and activities necessary to implement the Redevelopment Plan may include, but are not limited to, the following:

#### 1. Private Redevelopment Activities

The private activities proposed for the Bellevue Plaza TIF Redevelopment Project Area may include, but are not limited to:

- On-site infrastructure upgrades.
- Repairing, remodeling, and site improvements to existing buildings throughout the Redevelopment Project Area.
- Rehabilitation of aging structures.

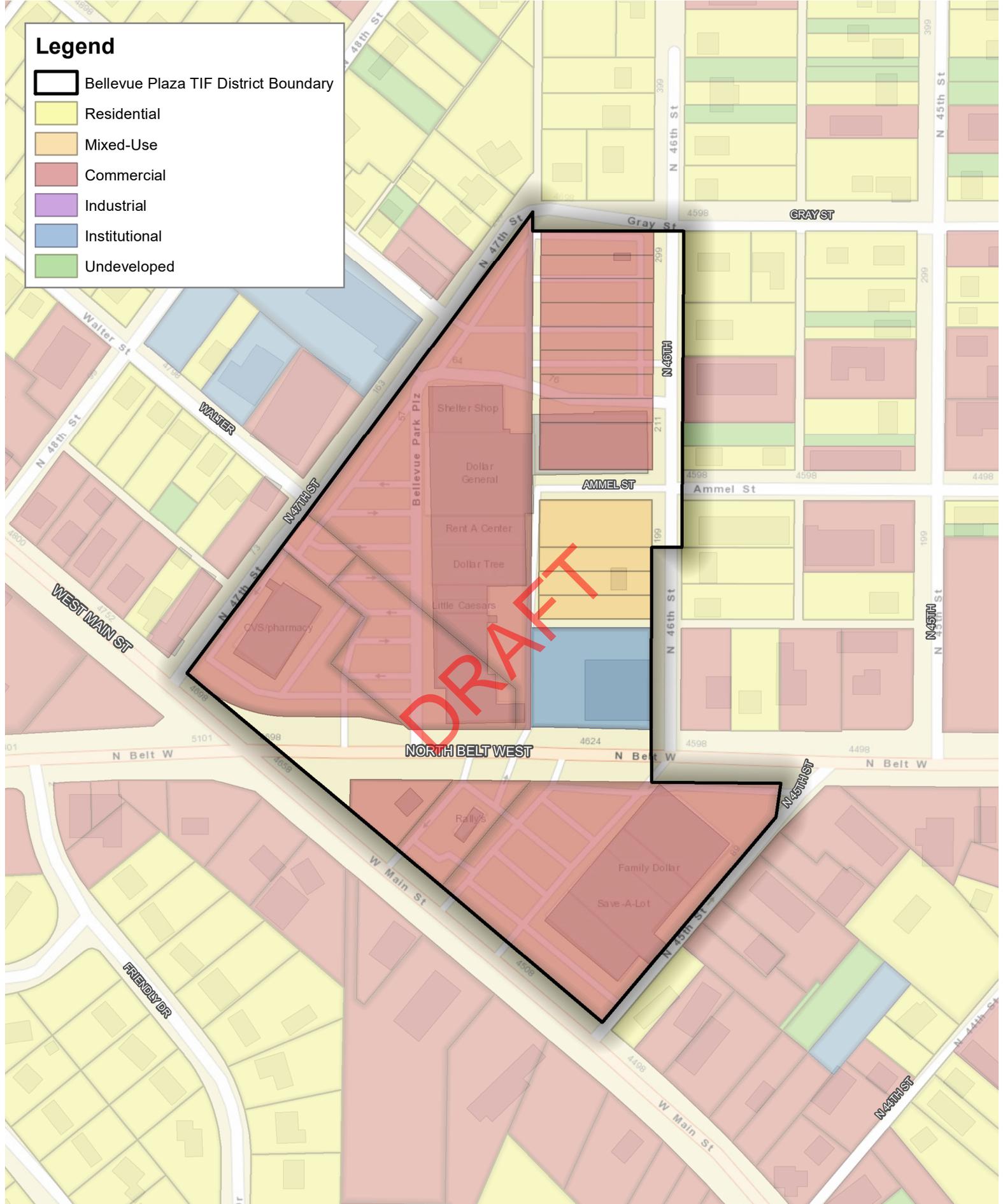
#### 2) Public Redevelopment Activities

Public improvements and support activities will be used to induce and complement private investment. These may include, but are not limited to:

- Costs of engineering, architectural, or professional studies related to the development of the Area.
- General utility and infrastructure improvements.
- General surface, street, and right-of-way improvements.
- Marketing of properties within the TIF District Area for new development, as well as infill development.
- Repairing, remodeling, and site improvements to existing buildings throughout the Redevelopment Project Area.
- Financing costs, including those related to the issuance of obligations.
- Interest cost incurred by a redeveloper related to the construction, renovation, or rehabilitation of a redevelopment project.
- Relocation costs, to the extent that a municipality determines that relocation costs shall be paid or is required to make payment of relocation costs by federal or state law.

# Legend

-  Bellevue Plaza TIF District Boundary
-  Residential
-  Mixed-Use
-  Commercial
-  Industrial
-  Institutional
-  Undeveloped



**EXHIBIT C - GENERAL LAND USE PLAN**  
**BELLEVUE PLAZA TIF DISTRICT**  
 Belleville, IL



## SECTION V. IMPLEMENTATION STRATEGY

### A. Introduction

The development and follow-through of a well-devised implementation strategy is an essential element in the success of any Redevelopment Plan. In order to maximize program efficiency, take advantage of both current and future interest in the Area, and with full consideration of available funds, a phased implementation strategy will be employed. This will allow the City to better manage public expenditures used to spur development within the Area by addressing public concerns.

In order to maintain an appropriate balance between private investment and public improvements, the City will work to adopt the Redevelopment Plan. Once the Plan is adopted, the City will negotiate redevelopment agreements with private developers who will propose the use of tax increment funds to facilitate a Redevelopment Project.

### B. Estimated Redevelopment Project Costs

Costs that may be incurred by the City as a result of implementing a Redevelopment Plan may include, without limitation, project costs and expenses and any other costs that are eligible under the Act. Such itemized costs, as defined in the Act, include the following:

- 1. The costs of studies, surveys, development of plans, and specifications, implementation and administration of the Redevelopment Plan including but not limited to staff and professional service costs for architectural, engineering, legal, financial, planning or other services.*
- 2. The cost of marketing sites within the Redevelopment Project Area to prospective businesses, developers, and investors.*
- 3. Property assembly costs, including but not limited to acquisition of land and other property, real or personal, or rights or interest therein, demolition of buildings, site preparations, site improvements that serve as an engineered barrier addressing ground level or below ground environmental contamination, including, but not limited to parking lots and other concrete or asphalt barriers, and the clearing and grading of land.*
- 4. Costs of rehabilitation, reconstruction or repair or remodeling of existing public or private buildings, fixtures, and leasehold improvements; and the cost of replacing an existing public building if pursuant to the implementation of a Redevelopment Project the existing public building is to be demolished to use the site for private investment or devoted to a different use requiring private investment.*
- 5. Cost of construction of public works or improvements, not to include the cost of constructing a new municipal building principally used to provide offices, storage space, or conference facilities or vehicle storage, maintenance, or repair for administrative, public safety, or public works personnel and that is not intended to replace an existing public building unless the municipality makes a reasonable determination in the Redevelopment Plan, supported by information that provides the basis for that determination, that the new municipal building is required to meet an increase in the need for public safety purposes anticipated to result from the implementation of the Redevelopment Plan.*
- 6. Cost of job training and retraining projects, including the cost of "welfare to work" programs implemented by businesses located within the Redevelopment Project Area.*
- 7. Financing costs, including but not limited to, all necessary and incidental expenses related to the issuance of obligations, and which may include payment of interest on any obligations issued there under accruing during the estimated period of construction of any Redevelopment Project for which such obligations are issued and for not exceeding thirty-six (36) months thereafter, and including reasonable reserves related thereto.*

8. *To the extent the municipality by written agreement approves the same, all or a portion of a taxing district's capital costs resulting from the Redevelopment Project necessarily incurred or to be incurred within a taxing district in furtherance of the objectives of the Redevelopment Plan and Project.*
9. *An elementary, secondary, or unit school district's increased costs attributable to assisted housing units located within the Area for which the developer or redeveloper receives financial assistance through an agreement with the municipality or because the municipality incurs the cost of necessary infrastructure improvements within the boundaries of the assisted housing sites necessary for the completion of that housing.*
10. *Relocation costs to the extent that a municipality determines that relocation costs shall be paid or is required to make payment of relocation costs by federal or state law.*
11. *Payments in lieu of taxes.*
12. *Costs of job training, retraining, advanced vocational education or career education, including but not limited to courses in occupational, semi-technical or technical fields leading directly to employment, incurred by one or more taxing districts, provided that such costs (i.) are related to the establishment and maintenance of additional job training, advanced vocational education or career education programs for persons employed or to be employed by employers located in a Redevelopment Project Area; and (ii.) when incurred by a taxing district or taxing districts other than the municipality, are set forth in a written agreement by or among the municipality and the taxing district or taxing districts, which agreement describes the program to be undertaken, including but not limited to the number of employees to be trained, a description of the training and services to be provided, the number and type of positions available or to be available, itemized costs of the program and sources of funds to pay for the same, and the term of the agreement. Such costs include, specifically, the payment by community college districts of costs pursuant to Sections 3-37, 3-38, 3-40 and 3-40.1 of the Public Community College Act and by school districts of costs pursuant to Sections 10-22.20a and 10-23.3a of the School Code.*
13. *Interest cost incurred by a redeveloper related to the construction, renovation or rehabilitation of a Redevelopment Project provided that:*
  - i. *Such costs are to be paid directly from the special tax allocation fund established pursuant to this Act;*
  - ii. *Such payments in any one year may not exceed 30% of the annual interest costs incurred by the redeveloper with regard to the Redevelopment Project during that year;*
  - iii. *If there are not sufficient funds available in the special tax allocation fund to make the payment pursuant to this paragraph then the amounts so due shall accrue and be payable when sufficient funds are available in the special tax allocation fund; and,*
  - iv. *The total of such interest payments paid pursuant to this Act may not exceed 30% of the total (i) cost paid or incurred by the redeveloper for the Redevelopment Project plus (ii) Redevelopment Project costs excluding any property assembly costs and any relocation costs incurred by a municipality pursuant to this Act.*
14. *Unless explicitly stated within the Act, the cost of construction of new privately-owned buildings shall not be an eligible Redevelopment Project cost.*
15. *None of the Redevelopment Project costs enumerated above shall be eligible redevelopment costs if those costs would provide direct financial support to a retail entity initiating operations in the Redevelopment Project Area while terminating operations at another Illinois location within 10*

*miles of the Redevelopment Project Area but outside the boundaries of the Redevelopment Project Area municipality.*

**C. Estimated Budget for Redevelopment Project Costs**

The estimated costs associated with the eligible public redevelopment activities are presented in Table D. This estimate includes reasonable and necessary costs incurred or estimated to be incurred during the implementation of the Plan. The estimated costs are subject to change as specific plans and designs are themselves subject to change.

TABLE D - ESTIMATED BUDGET FOR REDEVELOPMENT PROJECT

DESCRIPTION	ESTIMATED COST
Costs of studies, surveys, development of plans and specifications, including staff and professional service costs for architectural, engineering, legal, environmental, marketing, or other services.	\$1,075,000
Property assembly costs, including acquisition of land and other property, real or personal; demolition of structures; site preparation; and the clearing and grading of land.	\$2,815,000
Costs of rehabilitation, reconstruction, repair, or remodeling of existing public or private buildings, fixtures, or leasehold improvements.	\$3,625,000
Costs of the construction of public works or improvements (construction or reconstruction of rights of way, additional safety barriers, streets, roadways, curbs and gutters, street lighting, sidewalks, bicycle pathways, and public utilities, including water system improvements, sanitary sewers, and related infrastructure).	\$3,125,000
Financing costs, including those related to the issuance of obligations; interest cost incurred by a redeveloper related to the construction, renovation, or rehabilitation of a redevelopment project; and taxing district capital costs incurred as a result of the implementation of the Redevelopment Plan.	\$2,450,000
Relocation costs, to the extent that the municipality determines that these costs shall be paid, or is required to make payment of relocation costs by federal or state law.	\$660,000
<b>TOTAL ESTIMATED BUDGET</b>	<b>\$13,750,000</b>

Expenditures in individual categories may differ from those shown above; however, the total amount of the Estimated Redevelopment Project Costs will not exceed \$13,750,000 plus any additional interest and financing costs as may be required.

**D. Most Recent Equalized Assessed Valuation**

The most recent total equalized assessed valuation for the Redevelopment Project Area is approximately \$2,202,819. The County Clerk of St. Clair County will verify the Base EAV amount upon the adoption by the City of ordinances approving tax increment financing, creating the Redevelopment Project Area, and approving the Bellevue Plaza TIF Redevelopment Plan and Project. A list of all parcels within the Area is attached as Appendix B – Parcel ID Numbers.

**E. Redevelopment Valuation**

Contingent on the adoption of the Bellevue Plaza TIF Redevelopment Plan and Project, and commitment by the City to the Redevelopment Program, it is anticipated that private developments and/or improvements will occur within the Redevelopment Project Area. After discussions with the City, it has been estimated that private investment will increase the EAV by approximately \$5,300,000. This figure is in present day dollars and considers only the investment driven valuation increase. Therefore, after redevelopment, the total estimated EAV, in present day dollars, will be approximately \$7,500,000.

**F. Source of Funds**

The primary source of funds to pay for Redevelopment Project costs associated with the implementation of the Redevelopment Plan shall be funds collected pursuant to tax increment allocation financing to be adopted by the City. Under such financing, tax increment revenue, in the form of increases in the equalized assessed value EAV of property in the Redevelopment Project Area, shall be allocated to a special fund each year (the "Special Tax Allocation Fund"). The assets of the Special Tax Allocation Fund shall be used to pay Redevelopment Project Costs within the entire Area, and retire any obligations incurred to finance Redevelopment Project Costs.

In order to expedite the implementation of the Redevelopment Plan and construction of the public improvements, the City of Belleville, pursuant to the authority granted to it under the Act, may issue bonds

or other obligations to pay for eligible Redevelopment Project costs. These obligations may be secured by future revenues to be collected and allocated to the Special Tax Allocation Fund.

If available, revenues from other public and private economic development funding sources will be utilized. These may include state and federal programs, local retail sales tax, land disposition proceeds from the sale of land in the Area, and applicable revenues from any abutting tax increment financing areas in the City. In turn, this tax increment financing Area may also provide monies to abutting tax increment financing areas in the City.

#### **G. Nature and Term of Obligation**

The principal source of funding for the Redevelopment Project will be the deposits into the Special Tax Allocation Fund of monies received from taxes on the increased value of real property in the Area. If any obligations secured by future amounts to be collected and allocated to the Special Allocation Fund are issued pursuant to this Redevelopment Plan, they are to be issued for a term not to exceed 20 years, bearing an annual interest rate as permitted by law.

Revenues received in excess of 100% of funds necessary for the payment of principal and interest on the obligations, and not earmarked for other Redevelopment Project Costs or early retirement of such obligations, may be declared as surplus and become available for pro rata distribution annually to the taxing bodies to the extent that this distribution of surplus does not impair the financial viability of the Redevelopment Project.

#### **H. Fair Employment Practices and Affirmative Action**

The City of Belleville will ensure that all public and private redevelopment activities are constructed in accordance with fair employment practices and affirmative action. The City will additionally ensure that all recipients of tax increment financing assistance adhere to these policies.

#### **I. Certifications**

The Illinois TIF statute declares that if a redevelopment project area contains 75 or more inhabited residential units, then a municipality shall prepare a separate housing impact study if no certification is made that the implementation of the redevelopment plan will not result in the displacement of residents from 10 or more inhabited residential units. The City of Belleville hereby certifies that the Bellevue Plaza TIF Redevelopment Plan and Project will not result in the displacement of residents from 10 or more inhabited residential units. The City hereby certifies that this Plan will not result in the removal of inhabited housing units which contain households of low-income or very low-income persons as these terms are defined in the Illinois Affordable Housing Act. If the removal of inhabited housing units which contain households of low-income or very low-income persons were to occur, the City would first be required to prepare a separate housing impact study and provide affordable housing and relocation assistance not less than that which would be provided under the federal Uniform Relocation Assistance and Real Property Acquisition Act of 1970 and the regulations under the Act, including the eligibility criteria, as required by 65 ILCS 11-74.4-3(n)(7).

## **SECTION VI. AMENDING THE TIF PLAN**

The Bellevue Plaza TIF Redevelopment Plan and Project may be amended in accordance with the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et. seq

DRAFT

## **SECTION VII. REPORTING AND MEETING**

The City shall adhere to all reporting and meeting requirements as provided for in the Act.

DRAFT

# APPENDIX A LEGAL DESCRIPTION

DRAFT

(This page intentionally left blank.)

DRAFT

APPENDIX A – LEGAL DESCRIPTION

DRAFT

(This page intentionally left blank.)

DRAFT

# APPENDIX B PARCEL ID LIST

DRAFT

(This page intentionally left blank.)

DRAFT

APPENDIX B - PARCEL ID LIST

08-07.0-422-003	08-07.0-422-012
08-07.0-422-004	08-18.0-210-017
08-07.0-422-005	08-18.0-210-003
08-07.0-422-013	08-18.0-210-002
08-07.0-417-010	08-07.0-417-001
08-07.0-417-009	08-07.0-417-018
08-07.0-417-005	08-07.0-417-016
08-07.0-417-006	08-07.0-417-017
08-07.0-417-007	08-07.0-417-003
08-07.0-417-004	08-07.0-417-002
08-07.0-417-008	

DRAFT

Prepared For



Belleville

The City of  
**BELLEVILLE**, ILLINOIS  
June 5, 2024

# Bellevue Plaza TIF District

TAX INCREMENT FINANCING FEASIBILITY STUDY

**MORAN**  
ECONOMIC DEVELOPMENT

Moran Economic Development  
120 N Main St  
Suite 3  
Edwardsville, IL 62025  
Ph 618-307-9100  
Fx 618-307-5690  
[www.morandevelopment.com](http://www.morandevelopment.com)



## TABLE OF CONTENTS

<b>SECTIONS</b>	<b>PAGE</b>
Section I Introduction .....	2
Section II Eligibility Findings for the Area.....	2
 <b>EXHIBITS</b>	
Exhibit A Boundary Map.....	Following Page 2
Exhibit B Existing Land Use .....	Following Page 6
 <b>TABLES</b>	
Table A Project Area & City Balance Growth Rates .....	7
Table B Project Area & CPI Growth Rates.....	7
 <b>APPENDICES</b>	
Appendix A Parcel ID List.....	13

## SECTION I. INTRODUCTION

The City of Belleville intends to consider the use tax increment financing to ameliorate the conditions found in the proposed Bellevue Plaza TIF District Redevelopment Project Area (the “Area”), which cause the Area to qualify for tax increment financing, as well as to stimulate private investment and reinvestment in the Area. Tax Increment Financing is permitted by the Illinois Tax Increment Allocation Redevelopment Act (the “Act” or the “TIF Act”), which is found at 65 ILCS 5/11-74.4-1 et. seq. The Act sets forth the requirements and procedures for establishing the Area and the Plan. The Area is identified on various exhibits and descriptions in the following sections.

The purpose of this Tax Increment Financing Feasibility Study (the “Study”) is to determine whether or not tax increment allocation financing is appropriate for effective redevelopment of a proposed redevelopment project area, as well as to outline those characteristics found within the Area that would cause it to qualify for tax increment financing in accordance with the Act.

## SECTION II. ELIGIBILITY FINDINGS FOR THE AREA

### A. Introduction

In order to establish tax increment financing properties slated for inclusion in the TIF Area must be found to be eligible. The following sections report on the eligibility of these parcels.

### B. Statutory Requirements

According to the Act, in order for a municipality to qualify properties for tax increment financing, a finding must be made that conditions exist which allow the Area to be classified as a blighted area, a conservation area, a combination of both blighted and conservation areas, or an industrial park conservation area. A map of the area of study (the “Area” or the “Proposed Area”) has been attached as Exhibit A – Boundary Map. Moran Economic Development conducted an evaluation of the physical conditions in the Area, and the findings of this evaluation are outlined below.

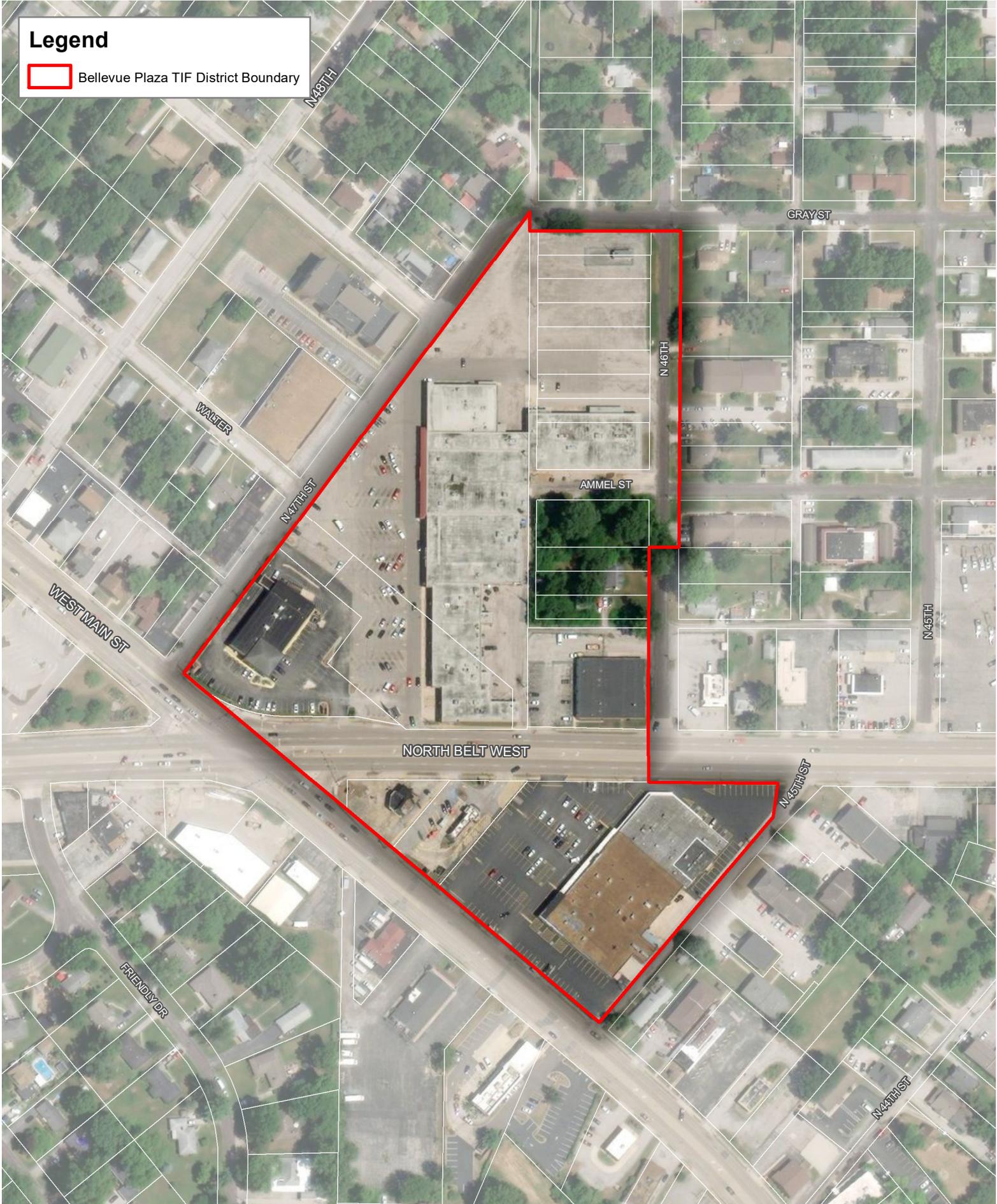
The definitions used for qualifying this Area, as defined in the Act, follows:

*“Conservation Area” means any improved area within the boundaries of a redevelopment project area located within the territorial limits of the municipality in which 50% or more of the structures in the area have an age of 35 years or more. Such an area is not yet a blighted area but because of a combination of three or more of the following factors is detrimental to the public safety, health, morals or welfare, and such an area may become a blighted area:*

- 1. Dilapidation - An advanced state of disrepair or neglect of necessary repairs to the primary structural components of buildings or improvements in such a combination that a documented building condition analysis determines that major repair is required or the defects are so serious and so extensive that the buildings must be removed.*
- 2. Obsolescence - The condition or process of falling into disuse. Structures have become ill-suited for the original use.*
- 3. Deterioration - With respect to buildings, defects including, but not limited to, major defects in the secondary building components such as doors, windows, porches, gutters and downspouts, and fascia. With respect to surface improvements, that the condition of roadways, alleys, curbs, gutters, sidewalks, off-street parking, and surface storage areas evidence deterioration, including, but not limited to, surface cracking, crumbling, potholes, depressions, loose paving material, and weeds protruding through paved surfaces.*
- 4. Presence of structures below minimum code standards - All structures that do not meet the standards of zoning, subdivision, building, fire, and other governmental codes applicable to property, but not including housing and property maintenance codes.*

# Legend

 Bellevue Plaza TIF District Boundary



**EXHIBIT A - BOUNDARY MAP**  
**BELLEVUE PLAZA TIF DISTRICT**  
Bellevue, IL



5. *Illegal use of individual structures - The use of structures in violation of applicable federal, State, or local laws, exclusive of those applicable to the presence of structures below minimum code standards.*
6. *Excessive vacancies - The presence of buildings that are unoccupied or under-utilized and that represent an adverse influence on the area because of the frequency, extent, or duration of the vacancies.*
7. *Lack of ventilation, light or air circulation in spaces or rooms without windows, or that require the removal of dust, odor, gas, smoke, or other noxious airborne materials. Inadequate natural light and ventilation means the absence or inadequacy of skylights or windows for interior spaces or rooms and improper window sizes and amounts by room area to window area ratios. "Inadequate sanitary facilities" refers to the absence or inadequacy of garbage storage and enclosure, bathroom facilities, hot water and kitchens, and structural inadequacies preventing ingress and egress to and from all rooms and units within a building.*
8. *Inadequate Utilities - Underground and overhead utilities such as storm sewers and storm drainage, sanitary sewers, water lines, and gas, telephone, and electrical services that are shown to be inadequate. Inadequate utilities are those that are: (i) of insufficient capacity to serve the uses in the redevelopment project area, (ii) deteriorated, antiquated, obsolete, or in disrepair, or (iii) lacking within the redevelopment project area.*
9. *Excessive land coverage and overcrowding of structures and community facilities - The over-intensive use of property and the crowding of buildings and accessory facilities onto a site. Examples of problem conditions warranting the designation of an area as one exhibiting excessive land coverage are: the presence of buildings either improperly situated on parcels or located on parcels of inadequate size and shape in relation to present-day standards of development for health and safety and the presence of multiple buildings on a single parcel. For there to be a finding of excessive land coverage, these parcels must exhibit one or more of the following conditions: insufficient provision for light and air within or around buildings, increased threat of spread of fire due to the close proximity of buildings, lack of adequate or proper access to a public right-of-way, lack of reasonably required off-street parking, or inadequate provision for loading and service.*
10. *Deleterious land use or layout - The existence of incompatible land-use relationships, buildings occupied by inappropriate mixed-uses, or uses considered to be noxious, offensive, or unsuitable for the surrounding area.*
11. *Lack of community planning - The proposed redevelopment project area was developed prior to or without the benefit or guidance of a community plan. This means that the development occurred prior to the adoption by the municipality of a comprehensive or other community plan or that the plan was not followed at the time of the area's development. This factor must be documented by evidence of adverse or incompatible land-use relationships, inadequate street layout, improper subdivision, parcels of inadequate shape and size to meet contemporary standards, or other evidence demonstrating an absence of effective community planning.*
12. *The area has incurred Illinois Environmental Protection Agency or United States Environmental Protection Agency remediation - costs for, or a study conducted by an independent consultant recognized as having expertise in environmental remediation has determined a need for, the clean-up of hazardous waste, hazardous substances, or underground storage tanks required by State or federal law, provided that the remediation costs constitute a material impediment to the development or redevelopment of the redevelopment project area.*
13. *The total equalized assessed value of the Proposed Redevelopment Project Area has declined for 3 of the last 5 calendar years - prior to the year in which the redevelopment project area is*

*designated or is increasing at an annual rate that is less than the balance of the municipality for 3 of the last 5 calendar years for which information is available or is increasing at an annual rate that is less than the Consumer Price Index for All Urban Consumers published by the United States Department of Labor or successor agency for 3 of the last 5 calendar years prior to the year in which the redevelopment project area is designated.*

*“Blighted Area” means any improved or vacant area within the boundaries of a redevelopment project area located within the territorial limits of the municipality where, if vacant, the sound growth of the redevelopment project area is impaired by a combination of 2 or more of the following factors, each of which is (i) present, with that presence documented, to a meaningful extent so that a municipality may reasonably find that the factor is clearly present within the intent of the Act and (ii) reasonably distributed throughout the vacant part of the redevelopment project area to which it pertains:*

- 1. Obsolete platting of vacant land - that results in parcels of limited or narrow size or configurations of parcels of irregular size or shape that would be difficult to develop on a planned basis and in a manner compatible with contemporary standards and requirements, or platting that failed to create rights-of-way for streets or alleys or that created inadequate right-of-way widths for streets, alleys, or other public rights-of-way or that omitted easements for public utilities.*
- 2. Diversity of ownership - of parcels of vacant land sufficient in number to retard or impede the ability to assemble the land for development.*
- 3. Tax and special assessment delinquencies - exist or the property has been the subject of tax sales under the Property Tax Code within the last 5 years.*
- 4. Deterioration of structures or site improvements in neighboring areas adjacent to the vacant land.*
- 5. The area has incurred Illinois Environmental Protection Agency or United States Environmental Protection Agency remediation - costs for, or a study conducted by an independent consultant recognized as having expertise in environmental remediation has determined a need for, the clean-up of hazardous waste, hazardous substances, or underground storage tanks required by State or federal law, provided that remediation costs constitute a material impediment to the development or redevelopment of the redevelopment project area.*
- 6. The total equalized assessed value of the proposed redevelopment project area has declined for 3 of the last 5 calendar years - prior to the year in which the redevelopment project area is designated or is increasing at an annual rate that is less than the balance of the municipality for 3 of the last 5 calendar years for which information is available or is increasing at an annual rate that is less than the Consumer Price Index for All Urban Consumers published by the United States Department of Labor or successor agency for 3 of the last 5 calendar years prior to the year in which the redevelopment project area is designated.*

*Or, if vacant, the sound growth of the redevelopment areas is impaired by one of the following factors that (i) is present, with that presence documented, to a meaningful extent so that a municipality may reasonably find that the factor is clearly present with the intent of the Act and (ii) is reasonably distributed throughout the vacant part of the redevelopment project area to which it pertains:*

- 1. The area consists of one or more unused quarries, mines, or strip mine ponds.*
- 2. The area consists of an unused rail yards, rail tracks or railroad rights-of-way.*
- 3. The area, prior to its designation, is subject to chronic flooding which adversely impacts on real property in the area as certified by a registered professional engineer or appropriate regulatory agency.*

4. *The area consists of an unused or illegal disposal site containing earth, stone, building debris, or similar materials that were removed from construction, demolition, excavation, or dredge sites.*
5. *Prior to November 1, 1999, the area is not less than 50 nor more than 100 acres and 75% of which is vacant (notwithstanding that the area has been used for commercial agricultural purposes within 5 years prior to the designation of the redevelopment project area), and the area meets at least one of the factors itemized in paragraph (1) of this subsection, the area has been designated as a town or City center by ordinance or comprehensive plan adopted prior to January 1, 1982, and the area has not been developed for that designated purpose.*
6. *The area qualified as a blighted improved area immediately prior to becoming vacant, unless there has been substantial private investment in the immediately surrounding area.*

### **C. Methodology of Investigation**

Various techniques and methods of research and field surveys were utilized in determining the eligibility of the properties in question, including:

- On-site field examination of the Proposed Area by experienced property inspectors on the staff of Moran Economic Development. These personnel are trained in techniques and procedures of determining conditions of properties, buildings, streets, utilities, etc. and the subsequent use and analysis of this research to determine TIF eligibility.
- Contacts with City officials and other individuals knowledgeable about conditions and history in and of the Proposed Area, the age and condition of buildings and site improvements, development patterns, real estate matters, and related items.
- Examination of maps, aerial photographs, and historic data related to the Proposed Area including St. Clair County real property tax assessment records.
- Research of the Consumer Price Index (“CPI”) for All Urban Consumers published by the United States Department of Labor.
- Use of definitions contained in the Act.
- Adherence to basic findings of need as established by the Illinois General Assembly in establishing tax increment financing, which became effective on January 10, 1977 and has been subsequently amended.

### **D. Eligibility Findings for the Area**

In making the determination of eligibility for an Area, it is not required that each and every property and/or building individually qualify, but it is the Area as a whole that must be determined to be eligible. An analysis of the physical conditions and presence of qualifying factors within the Area was performed. In addition to the analysis an inventory of existing land use was determined and outlined on the attached Exhibit B – Existing Land Use.

The Area encompasses 21 parcels of property and rights-of-way in the City of Belleville, generally located at the northeast and southeast corners of the intersection of N Belt W and W Main St. Parcels at the southwest corner of Gray St and N 46<sup>th</sup> St make up the northernmost portion of the Area, and it continues south taking in property east of N 47<sup>th</sup> St and west of N 64<sup>th</sup> St. At N Belt W the boundary continues south taking in property west of N 45<sup>th</sup> St and north of W Main St, which makes up the southernmost portion of the Area.

The findings of this analysis, outlined and detailed below, demonstrate that the Area is found to be a combination of a “conservation area” and “blighted area” as defined within the Act. While the Area was reviewed for all of the factors listed above in Section B, the following summarizes a portion of the factors that exist within the Area to a qualifying extent:

## QUALIFICATIONS OF THE DEVELOPED PORTION OF THE AREA

As stated, 50% or more of the structures must have an age of 35 years or greater for a developed area to qualify as a “conservation area.” Per St. Clair County property tax information, historic aerial photography of the Area, and field investigations of the property, approximately 73% of the structures have been determined to be at least 35 years of age. As such, the developed portion of the Area can be reviewed for its eligibility as a “conservation area.” The following is the review of existing factors in the Area:

- **Dilapidation**

There are properties exhibiting deterioration (as detailed below) to such an advanced state to be considered dilapidated. These are structures exhibiting a lack of necessary repairs and maintenance, and due to their age are in a state where extensive rehabilitation would be required in order for the properties to be utilized for their intended use. Outside of extensive rehabilitation, removal of the structures would be required for the properties to be redeveloped to their highest and best uses. These conditions also contribute to the obsolescence noted in the Area, which is another factor detailed below.

- **Obsolescence**

Obsolescence was noted throughout the Area, in that there were structures in a state to be considered ill-suited for their original intended use. Without significant investments in the repair and rehabilitation of these properties it is likely that demolition would be required for the parcels to be utilized to their highest and best uses.

- **Deterioration**

The parcels which make up the Area exhibit some form of deterioration. In terms of surface improvements, the Area showed signs of deterioration including unkempt gravel areas, cracked and deteriorated parking areas, and grass or weed growth in some of the surface improvements. Structural site improvements also exhibited deteriorated conditions, with the majority of the structures showing some sort of notable defects. Much of the structural deterioration could be attributed to the age of the structures, as over time continuous use and exposure to the elements adversely impacts structures both aesthetically and structurally. Without upkeep and continued investment in these properties then the deterioration only worsens over time, and eventually can discourage new investment in an area as it creates a perception of economic decline.

- **Presence of Structures Below Minimum Code Standards**

Given the age of the development in the Area and modernization of building, health, and safety codes, it is likely that the redevelopment of the properties in the Area would require extensive improvements to ensure the aged structures meet existing code standards. Field investigations noted properties with additional support pillars installed to prevent structural failure.

- **Excessive Vacancies**

Structures in the Area exhibit excessive vacancies, both in the number and duration of some of the vacancies. The existing Bellevue Park Plaza has approximately five vacant units. These vacancies can create a negative perception of the economic vitality of the area, which can deter new investment and redevelopment of the property.

- **Deleterious Land Use or Layout**

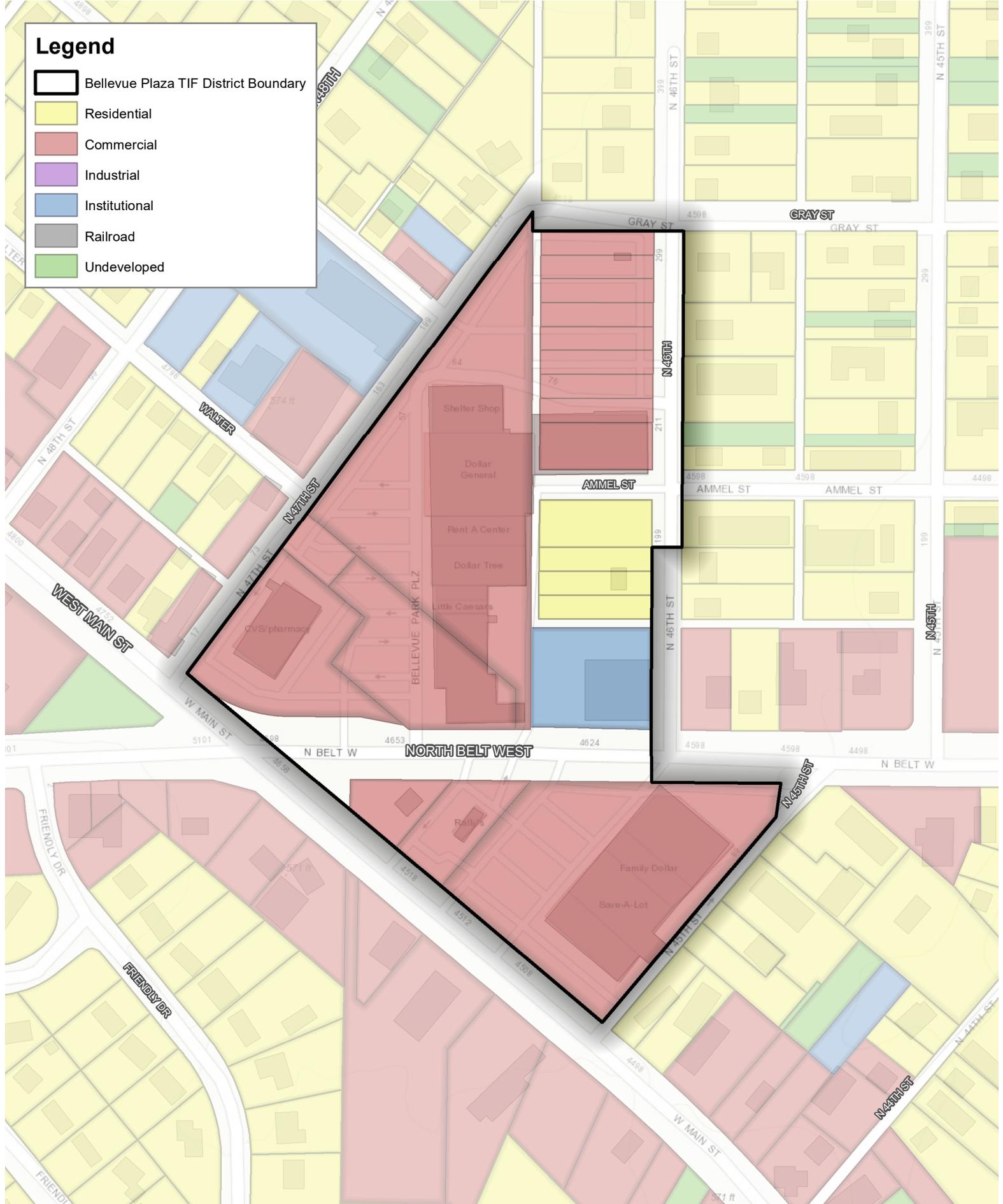
There are potentially incompatible land-use relationships within the Area, primarily in the form of residential uses directly adjacent to commercial properties. These residential uses share right-of-way access with what would be the loading and service access for the commercial properties in the Area. In the event the Area were fully developed the increased traffic and activities associated with the commercial properties could create noxious effects on these residential properties.

- **Lack of Community Planning**

There are conditions indicative of a lack of community planning in the Area. The deleterious land use or layout detailed prior would be one instance of this factor, in that ideally the development of the

# Legend

-  Bellevue Plaza TIF District Boundary
-  Residential
-  Commercial
-  Industrial
-  Institutional
-  Railroad
-  Undeveloped



**EXHIBIT B - EXISTING LAND USE**  
**BELLEVUE PLAZA TIF DISTRICT**  
 Belleville, IL



property would have been done in accordance with a plan that provided for buffers between the potentially incompatible land uses. Another example of this factor would be the existing subdivision of some of the parcels in the Area. Existing parcel lines bisect structures and parking areas, and if the properties were to be redeveloped the property could potentially require combinations and splits to conform to modern development guidelines.

▪ **Stagnant or Declining Property Values**

In order to qualify for this factor the Proposed Redevelopment Project Area is required to an annual equalized assessed value (“EAV”) growth rate that is less than the balance of the municipality for three of the last five calendar years for which information is available, or is increasing at an annual rate that is less than the Consumer Price Index for All Urban Consumers (“CPI”) published by the United States Department of Labor or successor agency for three of the last five calendar years prior to the year in which the redevelopment project area is designated. Table A shows the comparison of the Project Area growth rates to the balance of the City from 2018-2023.

TABLE A - PROJECT AREA & CITY BALANCE GROWTH RATES

YEAR	BELLEVILLE <sup>1</sup>	PROJECT AREA <sup>2</sup>	%	BALANCE <sup>3</sup>	%
2023	\$771,634,575	\$2,202,819	1.11%	\$769,431,756	11.11%
2022	\$694,658,728	\$2,178,559	8.17%	\$692,480,169	8.58%
2021	\$639,760,815	\$2,014,016	4.42%	\$637,746,799	5.30%
2020	\$607,580,657	\$1,928,762	9.89%	\$605,651,895	3.96%
2019	\$584,329,304	\$1,755,242	2.15%	\$582,574,062	2.45%
2018	\$570,344,491	\$1,718,359	-	\$568,626,132	-

<sup>1</sup>Total City Equalized Assessed Value (EAV). Source: St. Clair County Clerk.  
<sup>2</sup>Total EAV of the Parcels in the Project Area. Source: St. Clair County Property Tax Records.  
<sup>3</sup>Total City EAV Minus the EAV of the Parcels in the Project Area.

This analysis shows that the Project Area has had lower annual EAV growth rates than the balance of the City for four of the last five years. Table B shows the comparison of the Project Area to the CPI over the same period. This analysis shows that the Project Area has lower annual growth rates than the CPI for three of the last five years. Thus, the Area meets both statutory thresholds for this factor: the Area is increasing at an annual growth rate less than the balance of the municipality for at least three of the last five years, and the Area is increasing at an annual growth rate less than the CPI for at least three of the last five years.

TABLE B - PROJECT AREA & CPI GROWTH RATES

YEAR	PROJECT AREA <sup>1</sup>	GROWTH %	CPI <sup>2</sup>
2023	\$2,202,819	1.11%	3.40%
2022	\$2,178,559	8.17%	6.50%
2021	\$2,014,016	4.42%	7.00%
2020	\$1,928,762	9.89%	1.40%
2019	\$1,755,242	2.15%	2.30%
2018	\$1,718,359	-	-

<sup>1</sup>Total EAV of the Parcels in the Project Area. Source: St. Clair County Property Tax Records.  
<sup>2</sup>Consumer Price Index for All Urban Consumers. Source: U.S. Dept. of Labor.

**QUALIFICATIONS OF THE VACANT PORTIONS OF THE AREA**

In addition to the developed parcels, the qualifying factors for undeveloped land found in the Act were researched to determine eligibility for these properties. The first step towards establishing eligibility in an undeveloped portion of a municipality is to determine whether or not such undeveloped property is considered vacant. “Vacant land” is defined in the Act (also Sec. 11-74.4-2) as follows:

*...any parcel or combination of parcels of real property without industrial, commercial, and residential buildings which has not been used for commercial agricultural purposes within 5 years prior to the designation of the redevelopment area, unless the parcel is included in an industrial park conservation area or the parcel has been subdivided; provided that if the parcel was part of a larger tract that has been divided into 3 or more smaller tracts that were accepted for recording during the period from 1950-1990, then the parcel shall be deemed to have been subdivided, and all proceedings and actions of the municipality taken in that connection with respect to any previously approved or designed redevelopment project area or amended redevelopment project area are hereby validated and hereby declared to be*

*legally sufficient for all purposes of this Act. For the purposes of this Section and only for land subject to the subdivision requirements of the Plat Act, land is subdivided when the original plat of the proposed Redevelopment Project Area or relevant portion thereof has been properly certified, acknowledged, approved, and recorded or filed in accordance with the Plat Act and a preliminary plat, if any, for any subsequent phases of the proposed Redevelopment Project Area or relevant portion thereof has been properly approved and filed in accordance with the applicable ordinance of the municipality.*

Once undeveloped property is found to be “vacant,” such vacant area may be found to be a blighted area based on certain factors. Researching various records using the St. Clair County Assessment and Tax Information System, it has been determined that there are seven parcels of land found to be vacant. These are parcels of real property without industrial, commercial, or residential buildings. Since portions of the Area were found to be vacant, the qualifying factors for vacant land found in the Act were researched to determine eligibility for these properties. The following is a review of qualifying factors in this portion of the Area.

- **Deterioration of Structures or Site Improvements in Neighboring Areas**

Deterioration was evident during field investigations of the neighboring areas adjacent to the undeveloped properties in the proposed Area. The deteriorating building and surface conditions noted above (developed portion) affect the undeveloped portion of the Area as well, as many of the undeveloped parcels are adjacent to developed parcels exhibiting deterioration in some form.

- **Stagnant or Declining Property Values**

The stagnant or declining property values, as described in the developed portion prior, applies to both developed and undeveloped properties in the Area. As such, the undeveloped portion of the Area also qualifies for this factor, as it was determined that the parcels in the Area meet every requirement of this factor.

## **DETERMINATION OF STAND-ALONE FACTORS IN VACANT PORTIONS OF THE AREA**

In addition to the above qualifications for vacant property, the Act finds that if the sound growth of the redevelopment Area is impaired by a factor that is present (with that presence documented to a meaningful extent) and reasonably distributed throughout the vacant part of the redevelopment project Area it may qualify under an additional set of eligibility criteria.

- **The area qualified as a blighted improved area immediately prior to becoming vacant, unless there has been substantial private investment in the immediately surrounding area.**

The property on the southeast corner of the intersection of N Belt W and W Main St formerly had a vacant and abandoned structure on the property. This structure exhibited dilapidated conditions, with boarded up windows, structural and surface improvement deterioration, and was in general disrepair. Since demolition the site currently exhibits conditions of surface deterioration, with grass and weed overgrowth, cracked concrete, and loose gravel.

### **E. Summary of Factors**

It is found that the developed portion of the Area contains conditions that qualify it as a “conservation area”; the number of buildings that are 35 years or older exceeds the statutory threshold of 50%, with eight of the 11 structures (73%) being at least 35 years old; and the Area contains an incidence of at least eight qualifying factors.

It is found that the undeveloped portion of the Area contains conditions that qualify it as a “blighted area,” exceeding the minimum number of factors present to a qualifying degree. Additionally, there were stand-alone factors found in the vacant portion of the Area.

### **F. Conclusion**

It is, therefore, found that the Area of Analysis contains conditions that would qualify it as a combination of “conservation area” and “blighted area,” and that these parcels will continue to exhibit conditions that

will worsen without a program of intervention to induce private and public investment in the area. The conditions that exist are detrimental to the Area as a whole, to the long-term interests of the City, and to the other taxing districts.

Tax increment financing should serve to reduce or eliminate the factors which cause the Area to qualify under the TIF Act, as well as to provide a necessary resource for the future development of the Area. The use of TIF would be an appropriate tool for the economic development of the Area, providing the ability to make requisite site and surface improvements to increase the viability of the properties.

Therefore, after a thorough review of the factors present, the conclusion of this report is that the Proposed Area qualifies for tax increment financing. The City Council should review this analysis and, if satisfied, proceed with the recognition of these findings, recommend the development of the Bellevue Plaza TIF District Redevelopment Plan, and ultimately the establishment of the Bellevue Plaza TIF District Redevelopment Project Area.

(This page intentionally left blank.)

# APPENDIX A PARCEL ID LIST

(This page intentionally left blank.)

APPENDIX A - PARCEL ID LIST

08-07.0-422-003	08-07.0-422-012
08-07.0-422-004	08-18.0-210-017
08-07.0-422-005	08-18.0-210-003
08-07.0-422-013	08-18.0-210-002
08-07.0-417-010	08-07.0-417-001
08-07.0-417-009	08-07.0-417-018
08-07.0-417-005	08-07.0-417-016
08-07.0-417-006	08-07.0-417-017
08-07.0-417-007	08-07.0-417-003
08-07.0-417-004	08-07.0-417-002
08-07.0-417-008	

(This page intentionally left blank.)

# ZONING BOARD OF APPEALS, CITY OF BELLEVILLE, ILLINOIS

## ADVISORY REPORT

Application for Amendment: Visions LLC / David Jaques

Application Filed: 03/27/2024

**15-APR24 - VISIONS LLC/DAVID JAQUES:** Request for a Use Variance to establish and operate a “Behavioral Consultation and Health Services Clinic” at the property commonly known as 5801 Mount Pleasant Lane (08-06.0-400-064) located in a “A-2” Two-Family Residence District (Applicable section of the zoning code: 162.163, 162.570) Ward 4

Present Zoning: A-2 Two-Family Residence District

Meeting Held: 05/23/2024

Publication in News Democrat: 05/08/2024

Supporters: Janet Betts

Objectors: None

Additional public comments: None

Aldermen present: None

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

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

**20-APR24 JOHN ERLINGER: A motion was made to APPROVE the Request for a Use Variance to establish and operate a “Behavioral Consultation and Health Services Clinic” at 5801 Mount Pleasant Lane (08-06.0-400-064) located in a “A-2” Two-Family Residence District (Applicable sections of the zoning code: 162.163, 162.570) Ward 4 by Don Rockwell. It was seconded by Neil “Skip” MacEwen. With all present members voting in the affirmative, the motion carried by a vote of 6-0.**

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

---

Director

Date

# ZONING BOARD OF APPEALS, CITY OF BELLEVILLE, ILLINOIS

## ADVISORY REPORT

Application for Amendment: Felipe Belli Malaga / Casa Maria Catering, LLC

Application Filed: 04/19/2024

**23-MAY24 FELIPE BELLI MALAGA / CASA MARIA CATERING, LLC:** Request for a Special Use Permit for a "Class A Liquor License" at 1926 West Main Street (08-20.0-402-003) located in a "C-2" Heavy Commercial District. (Applicable sections of the zoning code: 162.248, 162.515) Ward 2

Present Zoning: C-2 Heavy Commercial District

Meeting Held: 05/23/2024

Publication in News Democrat: 05/8/2024

Supporters: Michael Bittner

Objectors: None

Additional public comments: None

Aldermen Present: None

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

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

**23-MAY24 FELIPE BELLI MALAGA / CASA MARIA CATERING, LLC: A motion was made to APPROVE the request for a Special Use Permit for a "Class A Liquor License" at 1926 West Main Street (08-20.0-402-003) located in a "C-2" Heavy Commercial District (Applicable sections of the zoning code: 162.248, 162.515) Ward 2 by Steve Zimmerman. It was seconded by Tim Price. With all present members voting in the affirmative, the motion carried by a vote of 6-0.**

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

---

Director

Date

# ZONING BOARD OF APPEALS, CITY OF BELLEVILLE, ILLINOIS

## ADVISORY REPORT

Application for Amendment: Los Amigos 7, Inc.

Application Filed: 04/26/2024

**24-MAY24 LOS AMIGOS 7, INC.:** Request for a Special Use Permit for a “Class B Liquor License” at 2630 Mascoutah Avenue (09-30.0-111-003) located in a “C-2” Heavy Commercial District. (Applicable sections of the zoning code: 162.248, 162.515) Ward 7

Present Zoning: C-2 Heavy Commercial District

Meeting Held: 05/23/2024

Publication in News Democrat: 05/8/2024

Supporters: None

Objectors: None

Additional public comments: None

Aldermen Present: None

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

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

**24-MAY24 LOS AMIGOS 7, INC.: A motion was made to APPROVE the request for a Special Use Permit for a “Class B Liquor License” at 2630 Mascoutah Avenue (09-30.0-111-003) located in a “C-2” Heavy Commercial District (Applicable sections of the zoning code: 162.248, 162.515) Ward 7 *IN THE NAME OF THE APPLICANT ONLY* by Neil “Skip” MacEwen. It was seconded by Tim Price. With all present members voting in the affirmative, the motion carried by a vote of 6-0.**

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

---

Director

Date

# ZONING BOARD OF APPEALS, CITY OF BELLEVILLE, ILLINOIS

## ADVISORY REPORT

Application for Amendment: Carolin Brewer / Das Brot, LLC / Thomas Brewer

Application Filed: 04/25/2024

**26-MAY24 CAROLIN BREWER / DAS BROT, LLC / THOMAS BREWER.**: Request for a Special Use Permit operate an "Air BnB" at 413 East Washington Street (08-22.0-341-016) located in a "C-2" Heavy Commercial District. (Applicable sections of the city and zoning code: 34.043, 154.15, 154.46, 154.49, 162.248, 162.515) Ward 6

Present Zoning: C-2 Heavy Commercial District

Meeting Held: 05/23/2024

Publication in News Democrat: 05/8/2024

Supporters: None

Objectors: None

Additional public comments: None

Aldermen Present: None

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

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

**26-MAY24 CAROLIN BREWER / DAS BROT, LLC / THOMAS BREWER: A motion was made to APPROVE the request for a Special Use Permit to operate an "Air BnB" at 413 East Washington Street (08-22.0-341-016) located in a "C-2" Heavy Commercial District (Applicable sections of the city and zoning code: 34.043, 154.15, 154.46, 154.49, 162.248, 162.515) Ward 6 by Don Rockwell. It was seconded by Steve Zimmerman. With all present members voting in the affirmative, the motion carried by a vote of 6-0.**

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

---

Director

Date

# ZONING BOARD OF APPEALS, CITY OF BELLEVILLE, ILLINOIS

## ADVISORY REPORT

Application for Amendment: Felipe Belli Malaga / Casa Maria Catering, LLC

Application Filed: 04/19/2024

**28-MAY24 FELIPE BELLI MALAGA / CASA MARIA CATERING, LLC:** Request for a Special Use Permit for "Outdoor Dining/Seating" at 1926 West Main Street (08-20.0-402-003) 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 2

Present Zoning: C-2 Heavy Commercial District

Meeting Held: 05/23/2024

Publication in News Democrat: 05/8/2024

Supporters: None

Objectors: None

Additional public comments: None

Aldermen Present: None

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

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

**28-MAY24 FELIPE BELLI MALAGA / CASA MARIA CATERING, LLC: A motion was made to APPROVE the request for a Special Use Permit for "Outdoor Dining/Seating" at 1926 West Main Street (08-20.0-402-003) 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 2 by Don Rockwell. It was seconded by Steve Zimmerman. With all present members voting in the affirmative, the motion carried by a vote of 6-0.**

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

---

Director

Date

# ZONING BOARD OF APPEALS, CITY OF BELLEVILLE, ILLINOIS

## ADVISORY REPORT

Application for Amendment: Venkata S. Barla

Application Filed: 05/3/2024

**29-MAY24 VENKATA S. BARLA:** Request for a Map Amendment to rezone the property commonly known as 2301 East Main Street (08-23.0-114-028) from "A-1" Single-Family Residence District to "C-2" Heavy Commercial District (Applicable section of the zoning code: 162.590) Ward 7

Present Zoning: A-1 Single-Family Residence District

Meeting Held: 05/23/2024

Publication in News Democrat: 05/8/2024

Supporters: Andrea Chamberlain

Objectors: None

Additional public comments: None

Aldermen present: None

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

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

**29-MAY24 VENKATA S. BARLA: A motion was made to APPROVE the Request for a Map Amendment to rezone the property commonly known as 2301 East Main Street (08-23.0-114-028) from "A-1" Single-Family Residence District to "C-2" Heavy Commercial District by Neil "Skip" MacEwen. It was seconded by Steve Zimmerman. With all present members voting in the affirmative, motion carried by a vote of 6-0.**

**IT IS THEREFORE the recommendation of the Zoning Board of Appeals that the requested Map Amendment be GRANTED BY A UNANIMOUS VOTE OF ALL MEMBERS PRESENT.**

---

Director

Date

# ZONING BOARD OF APPEALS, CITY OF BELLEVILLE, ILLINOIS

## ADVISORY REPORT

Application for Amendment: Venkata S. Barla

Application Filed: 05/3/2024

**30-MAY24 VENKATA S. BARLA:** Request for a Special Use Permit for a “Class B Liquor License” at 2301 East Main Street (08-23.0-114-028) located in a “C-2” Heavy Commercial District. (Applicable sections of the zoning code: 162.248, 162.515) Ward 7

Present Zoning: C-2 Heavy Commercial District

Meeting Held: 05/23/2024

Publication in News Democrat: 05/8/2024

Supporters: None

Objectors: None

Additional public comments: None

Aldermen Present: None

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

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

**30-MAY24 VENKATA S. BARLA: A motion was made to APPROVE the request for a Special Use Permit for a “Class B Liquor License” at 2301 East Main Street (08-23.0-114-028) located in a “C-2” Heavy Commercial District (Applicable sections of the zoning code: 162.248, 162.515) Ward 7 *IN THE NAME OF THE APPLICANT ONLY* by Steve Zimmerman. It was seconded by Deborah Brennan. With all present members voting in the affirmative, the motion carried by a vote of 6-0.**

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

---

Director

Date

# ZONING BOARD OF APPEALS, CITY OF BELLEVILLE, ILLINOIS

## ADVISORY REPORT

Application for Amendment: Venkata S. Barla

Application Filed: 05/3/2024

**31-MAY24 VENKATA S. BARLA:** Request for a Special Use Permit for “Outdoor Dining/Seating” at 2301 East Main Street (08-23.0-114-028) 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 7

Present Zoning: C-2 Heavy Commercial District

Meeting Held: 05/23/2024

Publication in News Democrat: 05/8/2024

Supporters: None

Objectors: None

Additional public comments: None

Aldermen Present: None

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

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

**31-MAY24 VENKATA S. BARLA: A motion was made to APPROVE the request for a Special Use Permit for “Outdoor Dining/Seating” at 2301 East Main Street (08-23.0-114-028) 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 7 by Deborah Brennan. It was seconded by Tim Price. With all present members voting in the affirmative, the motion carried by a vote of 6-0.**

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

---

Director

Date

## AGREEMENT

2024 - 2025

WHEREAS, the purpose of this Agreement is to serve as a formal recognition by the School Board of School District 118, hereinafter referred to as "DISTRICT" and the Board of Trustees of the Department of Parks and Recreation, a City Department, hereinafter referred to as "DEPARTMENT", of their responsibility to their respective constituents to minimize the costs of government by elimination duplication of services and facilities within their common areas of influence, while at the same time striving to develop mutually beneficial new programs, both in DEPARTMENT and DISTRICT owned facilities, for improved education and recreation for the people of Belleville, and WHEREAS, it is intended that this agreement will result in an improved quality of life and a more efficient use of tax monies for all concerned.

NOW, THEREFORE, it is mutually agreed as follows:

1. The DEPARTMENT'S Director of Parks & Recreation and the DISTRICT'S Assistant Superintendent shall maintain liaison between the two parties for purposes of administrating this Agreement and shall officially be designated as their respective representative for such purposes.
2. Representatives of the parties hereto agree to meet during the month of February of each calendar year to arrange, to the extent possible, the time that will be reserved for activities, cleaning and maintenance for the period May 1 through April 30 next following the February meeting.
3. Each party agrees that Addendum ""A". attached hereto and made a part hereof, correctly identifies the DISTRICT'S facilities and equipment that will be used by the DEPARTMENT. Letters from the DEPARTMENT'S Director of Parks & Recreation, requesting specific dates for facility usage, will be sent to the appropriate School Principals. Upon approval of the dates requested the appropriate School Principals will notify the Director. Notice or action taken must be received by the deadline given in the letter of request. All changes

will be administered by the appropriate School Principal and the Director. Copies of all correspondence will be forwarded to the Assistant Superintendent.

4. DISTRICT facilities shall be available to the DEPARTMENT on a rental-free basis on an agreed schedule to be arrived at jointly through meetings of the parties or as otherwise agreed upon from time to time.
5. DEPARTMENT recreational facilities shall be available to the DISTRICT on a rental-free basis on an agreed schedule to be arrived at jointly through meetings of the parties or as otherwise agreed upon from time to time.
6. Each party agrees to hold the other party harmless for damages to persons or property caused by the presence of facilities or rendering of services. Each party further agrees to promptly notify the party having maintenance responsibilities for the particular premises of any defects found in the said facilities.
7. The DEPARTMENT shall carry adequate Liability Insurance covering all of their activities as evidenced by a Certificate of Insurance being issued to the DISTRICT from their carrier. The amount of insurance coverage shall be agreed upon, from time to time, between the Representatives.
8. All keys used by the DEPARTMENT in connection with the use of designated school building, shall be issued to the DEPARTMENT for program use. A list of persons holding keys shall be furnished to the DISTRICT by the DEPARTMENT.
9. It is the specific intention of the parties that DISTRICT outdoor facilities shall be available for recreation purposed to the DEPARTMENT during the summer months, subject only to DISTRICT needs for education purposes.
10. It is understood and agreed that each party shall have first priority for its own activities and needs on its own sites and that the activities of the other party requesting a facility will

not be approved if they interfere with that party's use of its own property.

11. Each party agrees to give the other party not less than fifteen (15) days notice in writing of all cancellations of previously approved programs, provided, however, that no program of either requesting party shall be cancelled by the party owning the property upon which the program is conducted for the duration of the program or prior to the next meeting, except for repeated violations of the terms and conditions set forth herein.
12. The parties hereto shall have the right to terminate this agreement upon a sixty (60) day written notice on the other and upon such termination the parties hereto, through their respective administration, shall agree upon a winding up of all matters pertaining to, or arising from, this agreement, not later than thirty (30) days thereafter.
13. The DEPARTMENT is hereby granted authority to schedule DISTRICT outdoor athletic facilities, during the period May through August, at Westhaven School, Central Jr. High School and West Jr. High School. During the time when school is in session the DEPARTMENT will schedule the aforementioned facilities from 5:00 p.m. until dark and on weekends. When the DISTRICT summer vacation is in effect, the DEPARTMENT will have full responsibility for the scheduling of the aforementioned outdoor district athletic facilities. When the DEPARTMENT does approve a request to use an outdoor athletic facility, a copy of the Facility Reservation shall be forwarded to the appropriate DISTRICT representative.
14. Adequate adult supervision of all requested activities shall be provided by the requesting party to assure safe, orderly conduct of the program without damage to the requested facility used.
15. In the event the building is not being properly used, the Custodian shall notify the Principal. The Principal will then discuss the problem with the DEPARTMENT'S Director

of Parks & Recreation so the improper use can be corrected immediately.

16. Each party agrees to leave any site used for a requested program in a clean, neat and orderly condition after use, and further agrees to correct any violation of this paragraph immediately upon notice from the other party pointing out such violation. Continued or repeated violations, after written notice from one party to the other, shall be grounds for termination of the program in question on ten (10) days written notice to the party in violation.
17. The DEPARTMENT shall be responsible for the cleaning of any areas of the buildings which it uses and the DISTRICT shall determine the adequacy of the cleaning responsibilities. Approval is given to the DEPARTMENT by the Service Employees Local, to utilize part-time monitors on a seasonal basis, to perform the aforementioned cleaning services. It is to be understood that in having granted approval for this action the prevailing hourly union scale is to be paid for the time devoted to cleaning. In the event this approval is withdrawn, the DEPARTMENT'S Custodian will assume responsibility for the cleaning of any areas of the buildings it uses. If the DEPARTMENT cannot arrange to clean a facility used by the DEPARTMENT, due to illness, unforeseen circumstances or DEPARTMENT scheduling, the DEPARTMENT shall pay the DISTRICT the prevailing union rates\*\* for cleaning services.
18. The DEPARTMENT will maintain the infield, players' benches and provide a trash receptacle at those diamonds used for DEPARTMENT sponsored programs. DEPARTMENT sponsored programs are held on the two diamonds at Westhaven School, two diamonds at Central Jr. High and periodically work the diamond at West Jr. High School. At West Jr. High, trash receptacles will be provided upon request from Dist. #118.
19. The DEPARTMENT will provide and empty trash receptacles at the above mentioned

locations from May 1 through August 31. Annually, after August 31st, the trash receptacles will be removed for refurbishing.

20. Equipment shall not be placed on the school grounds or in the school buildings without the approval of the DISTRICT.
21. Each party agrees to permit the other party to enter upon specified sites and engage in construction, installation of fixtures or appurtenances or other improvements to the extent that these improvements are not in conflict with the basic purpose of the site in question. All plans for improvements shall be approved by the parties prior to the beginning of any construction. Construction costs shall be borne by the party requesting the construction and the improvements constructed or installed shall become the property of the owner of the site. Maintenance of improvements and installations shall be treated on a case-by-case basis and shall be agreed upon at the time the construction is approved by both parties.
22. Any equipment erected by the DEPARTMENT on DISTRICT grounds shall meet the specifications as set forth by the DISTRICT. Any proposed equipment shall be reviewed by the DISTRICT so that adequate specifications may be set to insure the safety of the users of said equipment and the integrity of the DISTRICT. As specifications are determined, they will be made an addendum to this agreement. Equipment shall be interpreted to mean fixed equipment which remains on a permanent basis on the grounds of the DISTRICT.
23. Each party agrees to pay the cost of materials and services to repair any damage, except for ordinary wear and tear, directly resulting from one party's use of the other party's property or equipment, provided, however, that each party shall have the right to inspect and investigate damage to the other party's property or equipment in order to determine

the exact origin of the damage.

24. Joint use and sharing of equipment and supplies shall be negotiated between the parties on a program-by-program basis.

Exceptions are:

- A. The DEPARTMENT will be responsible for replacing the basketball nets in the gymnasium that are used for the 5th and 6th grade basketball leagues.
- B. The Principal of Central Junior High shall control the use of the electric clock/scoreboard if they are used for DEPARTMENT programs. If permission is granted, the operators and alternates will be selected by the Principal unless the DEPARTMENT is given authority to select them. Those selected will become DEPARTMENT employees and are subject to DEPARTMENT rules and regulations governing part-time employees.

\*This agreement is an adapted copy of the Agreement between School District 163 and the Village of Park Forest, Illinois.

\*\*These include IMRF and Social Security payment.

SCHOOL BOARD OF SCHOOL DISTRICT 118

\_\_\_\_\_  
President

CITY OF BELLEVILLE

\_\_\_\_\_  
Mayor, Patty Gregory

ATTEST:

\_\_\_\_\_  
Secretary - ProTem

ADDENDUM "A"

AGREEMENT BETWEEN THE BELLEVILLE PARKS AND RECREATION DEPARTMENT AND SCHOOL DISTRICT #118. It is agreed that as of the signing of this Agreement, the following facilities and equipment will be provided by the DISTRICT for DEPARTMENT use.

**SUMMER: MAY - AUGUST**

SCHOOL	PROGRAM	FACILITY	EQUIPMENT	KEY(S)	MONTHS/DATES	DURATION	HOURS	DAY(S)
West Jr. High	Baseball Diamond Age: 6-14	Practice Baseball or Softball	N/A	None	May - August	15 weeks	5:30 - 8:30 p.m. 9a.m. – 3p.m.	Monday thru Friday Saturday Practices as scheduled
Westhaven	Youth Baseball Age: 9-16	Softball/ Baseball Diamonds	N/A	Gate	May – August	15 weeks	5:30-8:30 p.m. 8a.m. – 3p.m.	Monday thru Friday Saturday
Central Jr. High School	Baseball/Softball Age: 8-14	Baseball/ Softball Diam.	N/A	None	May – August	15 weeks	5:30 – 8:30 p.m. 9 a.m.- 3p.m.	Monday thru Friday Saturday

\* Does not include 30 - 45 minutes needed for cleaning



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

## AGREEMENT FOR PROFESSIONAL SERVICES

TO CITY OF BELLEVILLE  
ATTN: JASON POOLE  
510 WEST MAIN STREET  
BELLEVILLE, IL 62220

DATE April 19, 2024

PROJECT	BICENTENNIAL SPILLWAY – BID & CONSTRUCTION SERVICES
PROJECT NO.	TBD
DEPARTMENT	Construction Engineering
PROJECT TYPE	Stormwater

### SECTION 1 DEFINITIONS AND PARTIES

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

The CLIENT proposes to engage the ENGINEER to furnish certain professional services in connection with BICENTENNIAL SPILLWAY – BID & CONSTRUCTION SERVICES, which work is hereinafter referred to as the PROJECT.

### SECTION 2 SCOPE OF SERVICES

#### BACKGROUND

In 2019 after a significant rainfall event the Bicentennial Park Spillway suffered a partial collapse. Gonzalez Companies was retained to design a permanent solution for this issue, as well as coordinate required permits from IDNR. During the design and permitting process The City of Belleville contracted a construction company to temporarily stabilize the site.

Now that the City has received funding to construct the permanent solution that was previously designed, as well as executed all permits with IDNR they are in need of professional services to update the plans and specifications for current condition of spillway, include contractual requirements from the funding agency and permitting agency. Additionally, the City as a desire to have professional services during construction of the PROJECT.

#### TASK 1 BIDDING SERVICES

ENGINEER agrees to perform the following services required to put the PROJECT out to bid for the CLIENT:

- Perform pickup surveys to accurately depict the current condition of the PROJECT site on the contract documents.
- Update the plans, specifications and estimates for the new conditions.
- Prepare bidding documents in conformance with the funding agency requirements.
- Coordinate updates to the plans and specifications with the permitting agency.
- Answer Bidder questions during bidding for the PROJECT.
- Attend a local bid opening, assist in evaluating bids and providing a recommendation of award.

## TASK 2 CONSTRUCTION SERVICES

ENGINEER agrees to perform the following services during construction of the PROJECT:

- Provide Construction Layout
- Daily Site Inspection (Assume 30 working days @ 4 hrs./day)
- Concrete Testing (Assume Two (2) Sets of Cylinders and Air Tests)
- Subgrade and Embankment Testing - (30 Nuclear Density Tests)
- Pay Estimate Preparation and Processing (Assume 3 Pay Estimates)
- Preconstruction Phase Services
- Final Inspection, Reporting and Project Closeout
- Project Management and Client Coordination
- As-Built Survey as Required by the Permitting Agency
- As-Built Drawings

## ASSUMPTIONS AND CLARIFICATIONS

Task 2 – The estimated time and fee provided in the manhour estimate is largely dependent on the contractor's schedule of operations. Since Gonzalez is not in control of the means and methods or schedule of work, daily construction inspection assistance will be provided up to a maximum of 120 hours (4 hours a day during the assumed 30 working days for Project Engineer V, Project Engineer III, Technician VII, and/or Technician IV during the regular work week). If additional time is needed due to circumstances outside the control of the ENGINEER, the CLIENT will be billed on a time and material basis according to the attached Professional Service Rates.

## SECTION 3 TIME FOR PERFORMANCE

### DELIVERABLE SCHEDULE

ENGINEER will complete all work on this task order within a mutually agreed upon schedule.

## SECTION 4 COMPENSATION

The ENGINEER agrees to perform tasks 1 through 2 within SECTION 2 SCOPE OF SERVICES for a TIME AND MATERIAL fee of THIRTY-THREE THOUSAND FOUR HUNDRED dollars (33,400 USD) unless scope changes occur. The ENGINEER may submit invoices as frequently as monthly.

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

Gonzalez Companies, LLC  
Attn: Accounting  
1750 S Brentwood Blvd., Ste. 700  
St. Louis, MO 63144-1339

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

CITY OF BELLEVILLE  
ATTN: JASON POOLE  
510 WEST MAIN STREET  
BELLEVILLE, IL 62220

**SECTION 5 INCORPORATION OF EXHIBITS**

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

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

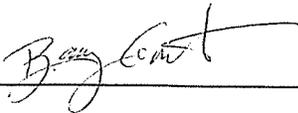
**SECTION 6 ACCEPTANCE**

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

This AGREEMENT effective this 19TH day of APRIL, 2024.

GONZALEZ COMPANIES, LLC

CITY OF BELLVILLE

  
\_\_\_\_\_

\_\_\_\_\_  
Authorized client representative

Barry Grant  
\_\_\_\_\_

\_\_\_\_\_  
Print name

President  
\_\_\_\_\_

\_\_\_\_\_  
Print title

April 19, 2024  
\_\_\_\_\_

Date

\_\_\_\_\_  
Date

# TERMS & CONDITIONS

## January 1, 2019

1. **STANDARD OF PERFORMANCE**

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

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

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

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

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

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

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

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

CLIENT/OWNER or ENGINEER may terminate the Agreement, in whole or in part, by giving no less than ten (10) business days written notice, if the other party substantially fails to fulfill its obligations under the Agreement through no fault of the terminating party. Furthermore, CLIENT/OWNER may terminate this Agreement for its convenience and without cause by giving no less than ten (10) business days written notice to ENGINEER. Where the method of payment is "lump sum," time & material, or cost reimbursement, the final invoice will include all services and expenses associated with the project up to the effective date of termination plus a fifteen percent fee mark-up for the final invoice amount. An equitable adjustment shall also be made to provide for termination settlement costs ENGINEER incurs as a result of commitments that had become agreed upon before termination, and for a reasonable profit for services performed.
10. **SEVERABILITY**

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

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

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

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

#### 12. CHANGES

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

#### 13. CONTROLLING AGREEMENT

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

#### 14. EQUAL EMPLOYMENT AND NONDISCRIMINATION

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

#### 15. HAZARDOUS MATERIALS

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

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

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

#### 16. EXECUTION

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

#### 17. LIMITATION OF LIABILITY

ENGINEER's and its employees' total liability to CLIENT/OWNER for any loss or damage, including but not limited to special and consequential damages arising out of or in connection with the performance of services or any other cause, including ENGINEER's and its employees' professional negligent acts, errors, or omissions, shall not exceed \$3,000,000, and CLIENT/OWNER hereby releases and holds harmless ENGINEER and its employees from any liability above such amount.

#### 18. LITIGATION SUPPORT

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

#### 19. UTILITY LOCATION

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

#### 20. ESCALATION

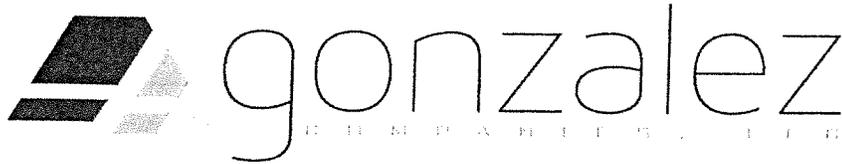
Annual rate escalation of 6% effective January 1, 2017.

#### 21. LIMITATION OF DESIGN ALTERNATIVES

The ENGINEER will limit the number of design alternatives provided under this contract to three, upon which time the design will be considered complete.

#### 22. GRAPHICS CONTROL

Because of its standing as a professional design firm, the ENGINEER has complete control over graphic content and presentation of all studies, reports, and all other documents produced under this agreement.



**2024 PROFESSIONAL SERVICE RATES**

<u>Employee Classification</u>	<u>Rate</u>
Principal I	\$285
Project Manager XII	\$285
Project Manager XI	\$275
Project Manager X	\$265
Project Manager IX	\$255
Project Manager VIII	\$245
Project Manager VII	\$235
Project Manager VI	\$225
Project Manager V	\$215
Project Manager IV	\$205
Project Manager III	\$195
Project Manager II	\$185
Project Manager I	\$175
Survey Manager	\$160
Senior Structural Engineer III	\$185
Senior Structural Engineer II	\$180
Senior Structural Engineer I	\$170
Project Engineer X	\$190
Project Engineer IX	\$180
Project Engineer VIII	\$170
Project Engineer VII	\$160
Project Engineer VI	\$150
Project Engineer V	\$140
Project Engineer IV	\$130
Project Engineer III	\$120
Project Engineer II	\$110
Project Engineer I	\$100
Survey Technician III	\$100
Survey Technician II	\$90
Survey Technician I	\$80
Technician IX	\$152
Technician VIII	\$137
Technician VII	\$127
Technician VI	\$117
Technician V	\$107
Technician IV	\$97
Technician III	\$87
Technician II	\$77
Technician I	\$67

**Direct Costs**

Mileage	IRS Current Standard Rate
Other Direct Costs	15% Markup
Subconsultant Costs	15% Markup

**3icentennial Spillway - Bid and CM Services**

**MANHOUR ESTIMATE**

**PREPARED BY: JG & IG**

**DATE: BY: TS**

ROW ID	REVENUE	PHASES, TASKS AND MILESTONES	Project Manager VIII	Project Manager II	Project Engineer IV	Project Engineer II	HOURS
1.00	<b>Bidding Services</b>						
1.01	Pickup Survey and Drawing Updates						8
1.02	Update Plans, Specifications and Prepare Bid Documents			4		4	16
1.03	Coordination w/City and IDNR on Updated Plans		2	16			10
1.04	Attend Local Bid Opening, Bid Tab, Recommendation of Award		2	8			2
1.05	Answer Bidder Questions During Bidding			2			2
1.06	Project Administration and QA		4				4
1.07							0
<b>SUM</b>	<b>SUMMARY</b>		<b>8</b>	<b>26</b>	<b>4</b>	<b>4</b>	<b>42</b>
2.00	<b>Construction Layout and Inspection Services</b>						
2.01	Construction Layout				24		24
2.02	Daily Site Inspection (Assume 30 working days @ 4 hrs./day)					120	120
2.03	Concrete Testing (Two Sets of Cylinders and Air Tests)					8	8
2.04	Subgrade and Embankment Testing - (30 Nuclear Density Tests)					16	16
2.05	Pay Estimate Preparation and Processing (Assume 3 Pay Estimates)				8		8
2.06	Preconstruction Phase Services		4		2		6
2.07	Final Inspection, Reporting and Project Closeout		2		8		10
2.08	Project Management and Client Coordination		4				4
2.09	As-Built Survey					8	8
2.10	As-Built Drawings					8	8
2.11							0
<b>SUM</b>	<b>SUMMARY</b>		<b>10</b>	<b>0</b>	<b>50</b>	<b>152</b>	<b>212</b>
<b>TOTAL</b>			<b>18</b>	<b>26</b>	<b>54</b>	<b>156</b>	<b>254</b>





OATES Assoc.

Collinsville

100 Lanter Ct, Ste 1  
Collinsville, IL 62234  
618.345.2200

St. Louis

720 Olive St, Ste 700  
St. Louis, MO 63101  
314.588.8381

Belleville

1 S Church St, Ste 200  
Belleville, IL 62220  
618.416.4688

St. Charles

820 S Main St, Ste 309  
St. Charles, MO 63301  
636.493.6277

June 14, 2023

Sal Elkott, PE  
City Engineer  
City of Belleville  
407 E Lincoln Street  
Belleville, IL 62220

Re: West Main Street Resurfacing – 28<sup>th</sup> Street to 44<sup>th</sup> Street  
OA Project No. 221111, Work Order 23

Dear Mr. Elkott:

This letter will serve as our agreement to perform the following services (hereinafter called the "Project") subject to the General Conditions of the Continuing Services Agreement.

**Scope:** Our Scope of Services include preparing plans, specifications and estimates for resurfacing pavement (mill and overlay), ADA Ramp replacement, new ADA Ramps at bus stops, spot sidewalk replacement, spot concrete curb replacement and up to 4 mid-block crossing locations with pedestrian refuge islands on Main Street from 28<sup>th</sup> Street to 44<sup>th</sup> Street. (hereinafter called the "Project").

**Schedule:** Submit final plans within 18 months of notice-to-proceed.

**Estimated Cost:** \$280,000 in accordance with current hourly rates and reimbursable schedule of our Continuing Services Agreement.

If this Work Order satisfactorily sets forth your understanding of our agreement, please sign in the space provided below and return a copy to us. If you have any questions, please do not hesitate to contact me.

Sincerely,

**OATES ASSOCIATES, INC.**

Thomas L Cissell, III, PE  
Project Principal

Brandon R Beckemeyer, PE  
Project Manager

Accepted on this date: July 6, 2023

By: Patty Gregory

Title: Mayor

**WEST MAIN STREET RESURFACING – 28<sup>TH</sup> STREET TO 44<sup>TH</sup> STREET**

We propose to prepare plans, specifications and estimates for resurfacing West Main Street from 28<sup>th</sup> Street to 44<sup>th</sup> Street – a total of 5,600'. Work includes resurfacing pavement (mill and overlay), ADA Ramp replacement, new ADA Ramps at bus stops, spot sidewalk replacement, spot concrete curb replacement, and up to 4 mid-block crossing locations with pedestrian refuge islands (hereinafter called the "Project").

**ITEMS INCLUDED IN BASE SCOPE OF SERVICES:****Field and Right of Way Survey**

- Topo survey of the intersections, bus stops, and mid-block crossings, including inverts, slopes, and pipe sizes for the exiting storm sewer.
- Set control points and benchmarks and traverse between them to verify closure and coordinates.
- Draw survey in the office to create a background drawing.
- Site visit to review existing conditions and mark removal limits for a JULIE utility locate.
- Obtain up to 16 pavement cores to determine existing pavement thicknesses. Includes traffic control.
- Perform a drone survey to obtain an aerial orthophotograph to use for the plan view and survey shots on the hard surfaces.
- Search for and find property pins, perform courthouse research, and set an approximate right of way line.
- Provide initial utility coordination to determine potential utility conflicts and to aid with design.
  - Call in a JULIE design locate.
  - Send the topography survey to the utility companies to confirm the existence of their facilities.

**Project Development Report (PDR)**

- Prepare a Project Development Report on BLR 19100 form. Assumes Categorical Exclusion Group 1 processing.
- Prepare Environmental Survey Request (ESR) and local special waste screening. Assumes Clearance will be given and PESA will not be required.
- Conduct one bi-monthly coordination meeting with IDOT
- Conduct one Public information meeting (includes 4 people attending with exhibits, sign-in sheets, and fact sheets).
- Conduct one meeting to request a variance (includes completing a variance request form).
- Review Crash Reports (provided by the City), summarize on spot map, and review for crash trends.
- Summarize conditions, ESR results, public involvement, coordination, and commitments in PDR.
- Prepare exhibits for typical sections, plan and profile sheets, crash history, environmental sign-offs, public notices, meeting minutes, and other coordination.
- Submit PDR to City for approval and IDOT for review.
- Address IDOT comments and submit final PDR for signatures and approval.

**Preliminary Design and Calculations**

- Prepare design criteria based on IDOT BLR Policy.
- Develop existing and proposed street typical street sections.
- Set horizontal and vertical street alignments – including showing stationing and curve data. It is anticipated that the alignments will follow the existing road centerline and elevation.
- Review construction disturbance limits to identify seeding and grading limits.
- Plot existing drainage system in CAD.
- Provide elevations for inlet adjustments as needed. If an inlet is relocated or type is changed, we'll provide inlet capacity calculations.

- Develop preliminary plan sheets showing survey control, street addresses, construction limits, edge of pavement, new segments of curbs and new segments of sidewalks.
- Create existing and proposed cross sections to review pavement cross slopes.
- Develop plans for up to 4 mid-block crossings with landscaped or hardscaped medians.
- Develop signage and pavement marking plans.
- Develop a construction staging plan.
- Develop sidewalk ramp details and initial layouts.
- Create construction details – including sidewalk, curb, and street grading details at intersections to ward grades into ADA compliant crosswalks.
- Refine the preliminary construction cost estimate previously developed for the proposal.
- Send preliminary plans to utility companies to verify the type, size, and location of existing facilities. Review potential utility conflicts and coordinate with utility companies.
- Submit preliminary plans to the City and IDOT for review and approval.
- Incorporate revisions and/or comments requested by IDOT and the City that are germane to the project scope.

#### Plans, Specifications and Estimates (PS&E)

- Prepare a cover sheet, location map, index of sheets, list of standard drawings, and general notes.
- Prepare and label pavement details and street typical sections to show the existing and new pavement structure.
- Refine plan sheets from preliminary design with labels, cross references, and pay item callouts.
- Prepare construction details for sidewalk ramps and refine details provided in preliminary design.
- Develop a maintenance of traffic plan during construction operations.
- Add erosion control callouts to the plan and profile sheets.
- Refine cross sections to show existing storm sewers, right-of-way, and cross references.
- Send pre-final plans and schedules to the utility companies for coordination. No adjustments are anticipated.
- Prepare contract documents, including check sheets, supplemental specifications, interim provisions, and project specific special provisions.
- Develop final quantity estimates for bidding and construction.
- Prepare a final estimate of time and construction cost estimate.
- Submit PS&E to the City and IDOT for review and approval.
- Incorporate revisions and/or comments requested by IDOT and the City that are germane to the project scope.

#### ITEMS NOT INCLUDED IN SCOPE OF SERVICES

1. Subsurface Utility Exploration (SUE) locates – assume design based on utility maps and/or JULIE marks provided in the field.
2. Railroad Coordination- plan to stay off of Railroad ROW
3. Storm sewer pipe design – only inlet adjust are expected.
4. Storm inlet computations – except for inlets in ADA Ramps that need a new Frame and Grate.
5. Layout driveways including plan and elevation/ slopes.
6. Adjustments to traffic signals are not anticipated or included.
7. Bid Assistance – not required. IDOT will provide.
8. Construction Administration – assumed by others.
9. Full-time construction inspection/observation.
10. Utility relocation plans. Only initial utility coordination is included as it is assumed they can be designed around or relocated by the respective utility company.
11. Geotechnical Engineering.

12. Environmental Engineering.
13. Right of Way or easement negotiations.
14. Preparation of Plats, Temporary Construction Easements, Permanent Easements, or Right of Way Dedication Documents.
15. Construction layout – Can be negotiated later if needed.



**Collinsville**

100 Lanter Ct, Ste 1  
Collinsville, IL 62234  
618.345.2200

**St. Louis**

720 Olive St, Ste 700  
St. Louis, MO 63101  
314.588.8381

**Belleville**

1 S Church St, Ste 200  
Belleville, IL 62220  
618.416.4688

**St. Charles**

820 S Main St, Ste 309  
St. Charles, MO 63301  
636.493.6277

June 13, 2024

Scott Saeger, PE  
City Engineer  
City of Belleville  
2300 West Main Street, Suite M116  
Belleville, IL 62220

Re: West Main Street Resurfacing – 28<sup>th</sup> Street to 44<sup>th</sup> Street (Modification #1 44<sup>th</sup> Street to 49<sup>th</sup> Street)  
OA Project No. 221111, Work Order 24

Dear Mr. Saeger:

This letter will serve to modify our engineering agreement dated June 14, 2023 (hereinafter referred to as the Original Agreement), and authorizes additional engineering services and costs associated with changes in the scope of work.

**Scope:** Our Additional Services will consist of extending the resurfacing from 44<sup>th</sup> Street to 49<sup>th</sup> Street, adding "Road Diet" striping from 27<sup>th</sup> Street to 120' past 53<sup>rd</sup> Street, 3 additional mid-block crossings, and pedestrian push button upgrades at 37<sup>th</sup> Street and North Belt West, all as set forth in the attached Scope of Additional Services.

**Schedule:** Submit final plans for the extension within 12 months of notice-to-proceed.

**Estimated Cost:** You agree to pay us for these Additional Services at the hourly rates set forth on Exhibit A. Billings for these services are estimated at \$169,000. Upon approval of these Additional Services, the total contract will increase from \$280,000 to \$449,000.

All other terms and conditions of the "Original Agreement" remain unchanged. If this Work Order satisfactorily sets forth your understanding of our agreement, please sign in the space provided below and return a copy to us. If you have any questions, please do not hesitate to contact me.

Sincerely,

**OATES ASSOCIATES, INC.**

Thomas L Cissell, III, PE  
Project Principal

Brandon R Beckemeyer, PE  
Project Manager

Accepted on this date: \_\_\_\_\_

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

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

## **WEST MAIN STREET RESURFACING – 28<sup>TH</sup> STREET TO 44<sup>TH</sup> STREET (MODIFICATION #1 44<sup>TH</sup> STREET TO 49<sup>TH</sup> STREET)**

We propose to add the preparation of plans, specifications and estimates for the resurfacing of West Main Street from 44<sup>th</sup> Street to 49<sup>th</sup> Street – an additional of 2,300' to our existing Work Order contract. Work includes resurfacing pavement (mill and overlay), ADA Ramp replacement, new ADA compliant bus stops, spot sidewalk replacement, spot concrete curb replacement, and seven total mid-block crossing locations with pedestrian refuge islands between 28<sup>th</sup> Street and 49<sup>th</sup> Street. We also propose a “Road Diet” by changing the striping from a 5-lane road to a 3-lane road with two buffered bike lanes from 27<sup>th</sup> Street to the trail crossing 120' past 53rd Street which includes striping outside of the resurfacing project limits. (hereinafter called the “Project”).

### **ITEMS INCLUDED IN BASE SCOPE OF SERVICES:**

#### **Assumptions**

- There will be two sets of bid documents for the three phases of resurfacing
- No easement exhibits will be prepared under this contract.
- The traffic signals at 37<sup>th</sup> Street and North Belt West will need to be upgraded with audible push buttons to meet the new PROWAG requirements.

#### **Field and Right of Way Survey**

Same as previous Scope of Services in our original agreement except as modified below:

- Obtain up to 8 additional pavement cores, for a total of up to 24, to determine existing pavement thicknesses. Includes traffic control.

#### **Project Development Report (PDR)**

Same as previous Scope of Services in our original agreement except as modified below:

- Conduct one additional bi-monthly coordination meeting with IDOT

#### **Preliminary Design and Calculations**

Same as previous Scope of Services in our original agreement except as modified below:

- Remove the creation of existing and proposed cross section, not required by IDOT.
- Develop plans for up to 3 additional mid-block crossings, for a total of 7, with landscaped or hardscaped medians.
- Develop signage and pavement marking plans for the Road Diet. The Road diet striping limits are from 27<sup>th</sup> Street to the trail crossing 120' past 53<sup>rd</sup> Street which includes striping outside of the resurfacing project limits.
- The traffic signals at 37<sup>th</sup> Street and North Belt West will need to be upgraded with audible push buttons to meet the new PROWAG requirements.
  - Traffic signal plan sheets
  - Traffic signal cable diagrams
  - Traffic signal general notes
  - Traffic signal details
  - Quantities for traffic signals

#### **Plans, Specifications and Estimates (PS&E)**

Same as previous Scope of Services in our original agreement except as modified below:

- Prepare an additional set of contract documents, including check sheets, supplemental specifications, interim provisions, and project specific special provisions.
- Develop an additional final quantity estimates for bidding and construction.
- Prepare an additional final estimate of time and construction cost estimate.
- Make an additional submittal PS&E to the City and IDOT for review and approval.
- Incorporate revisions and/or comments requested by IDOT and the City that are germane to the project scope.

#### ITEMS NOT INCLUDED IN SCOPE OF SERVICES

Same as previous Scope of Services in our original agreement except as modified below:

1. Road Profile and Cross Sections – IDOT stated they would not be required if no reprofiling is done.
2. Design of new ADA Ramps at North Belt West are not anticipated or included as they were recently reconstructed.
3. Preparation of Plats, Temporary Construction Easements, Permanent Easements, or Right of Way Dedication Documents.



St. Clair County Department of Roads and Bridges

Tabulation of Bids

County: St. Clair		Date: 6/10/2024		Name and Address of Bidders		RIGHT WAY TRAFFIC CONTRL, INC.						Average Bid Amounts	
Local Agency:		Time: 2:30 PM		Approved Engineer's Estimate		8 INDUSTRIAL DR.							
Section: 24-00000-01-ST		Funds:				FREEBURG, IL 62243							
Estimate: \$													
Item No	Item	Unit	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
78001100	PT PVMT MK LTRS & SYMB	SQ FT	1539		\$ -	\$ 8.85	\$ 13,620.15		\$ -		\$ -	\$ 8.85	\$ 13,620.15
78001110	PAINT PVT MK LINE 4	FOOT	202528		\$ -	\$ 0.17	\$ 34,429.76		\$ -		\$ -	\$ 0.17	\$ 34,429.76
78001130	PAINT PVT MK LINE 6	FOOT	11473		\$ -	\$ 3.90	\$ 44,744.70		\$ -		\$ -	\$ 3.90	\$ 44,744.70
78001140	PAINT PVT MK LINE 8	FOOT	2208		\$ -	\$ 5.00	\$ 11,040.00		\$ -		\$ -	\$ 5.00	\$ 11,040.00
78001150	PAINT PVT MK LINE 12	FOOT	8195		\$ -	\$ 6.85	\$ 56,135.75		\$ -		\$ -	\$ 6.85	\$ 56,135.75
78001180	PAINT PVT MK LINE 24	FOOT	1856		\$ -	\$ 9.30	\$ 17,260.80		\$ -		\$ -	\$ 9.30	\$ 17,260.80
X7010216	TRAF CONT & PROT SPL	L SUM	1		\$ -	\$ 6,000.00	\$ 6,000.00		\$ -		\$ -	\$ 6,000.00	\$ 6,000.00
					\$ -		\$ -		\$ -		\$ -	\$ -	\$ -
<b>Total Bid:</b>		As Read:		\$ -		\$ 183,231.16						\$ 183,231.16	
		As Calculated:		\$ -		\$ 183,231.16		\$ -		\$ -			



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

## AGREEMENT FOR PROFESSIONAL SERVICES

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

DATE June 10, 2024

PROJECT DEWEY DETENTION– PUMP STATION DESIGN  
PROJECT NO. 24-1006.001  
DEPARTMENT Distribution/Collections  
PROJECT TYPE Stormwater

### SECTION 1 DEFINITIONS AND PARTIES

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

The CLIENT proposes to engage the ENGINEER to furnish certain professional services in connection with DEWEY DETENTION – PUMP STATION DESIGN , which work is hereinafter referred to as the PROJECT.

### SECTION 2 SCOPE OF SERVICES

#### BACKGROUND

The City of Belleville has experienced numerous flooding events surrounding their existing detention pond near Dewey Street. Gonzalez recently completed a study and recommended multiple improvements to help alleviate the City’s concern. The following scope of work was developed to create bidding and construction documents associated with these improvements, attached as Exhibit B.

#### TASK 1 – PRELIMINARY PLANS

Gonzalez will prepare preliminary plans for the proposed pump station design utilizing the Pump Station Design Standards in the City’s Code of Ordinances. We will also begin coordination with the electrical utility to verify that a new electrical service will be required for the new pump station.

The resulting preliminary plans will be provided for review by the City Engineer and City’s Wastewater Division.

## TASK 2 – FINAL PLANS

We will incorporate comments provided by the CLIENT and progress the design plans to a final set ready for bidding. We will also prepare front end bidding documents and technical specifications that are needed for the project.

## TASK 3 – LIMITED BIDDING ASSISTANCE

Gonzalez will answer biddings questions, attend a bid opening, review the bids received, and make a recommendation to the CLIENT.

## ASSUMPTIONS AND CLARIFICATIONS

It is anticipated no easements or right-of-way will be required for this project and these services have not been included in the scope of the work. Surveying services were provided with the previous study, so additional surveying services are not provided.

Based on the age of the existing pump station and communication with the City's Wastewater Division, we believe that a new electrical service to the proposed pump station will be required.

This contract does not include the design of a permanent generator at the site. We can include accommodation for an existing portable generator hookup, if requested by the CLIENT.

The control of the pump station will utilize floats or a float stick, as required by the City's Pump Station Design Standards. We have not included any design scope or fees for SCADA design or to add this pump station to the City's SCADA System.

We have assumed that this pump station will be constructed with precast concrete sections, so the structural design of a cast-in-place structure has not been included in the scope or fee.

A geotechnical report or soil borings has not been included in the scope of this project. We will assume minimal soil bearing capacity to size the pump station foundation thickness.

No construction phased services have been included with this proposal. If these services are desired, the additional work will be conducted on an hourly basis according to our Standard Professional Service Rates or a supplemental agreement will be prepared.

## **SECTION 3 TIME FOR PERFORMANCE**

### DELIVERABLE SCHEDULE

ENGINEER agrees to perform TASKS 1-3 by August 31, 2024, assuming timely reviews by the CLIENT.

## **SECTION 4 COMPENSATION**

The ENGINEER agrees to perform tasks 1 through 3 within SECTION 2 SCOPE OF SERVICES for a LUMP SUM fee of FORTY-NINE THOUSAND FIVE HUNDRED dollars (49,500 USD) unless scope changes occur. The ENGINEER may submit invoices as frequently as monthly.

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

Gonzalez Companies, LLC  
Attn: Accounting  
1750 S Brentwood Blvd., Ste. 700  
St. Louis, MO 63144-1339

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

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

**SECTION 5 INCORPORATION OF EXHIBITS**

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

Exhibit A Terms and Conditions  
Exhibit B Scope of Work

**SECTION 6 ACCEPTANCE**

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

This AGREEMENT effective this 10 day of JUNE, 2024.

GONZALEZ COMPANIES, LLC

CITY OF BELLEVILLE

  
\_\_\_\_\_

\_\_\_\_\_  
Authorized client representative

Barry Grant  
\_\_\_\_\_

Patty Gregory  
\_\_\_\_\_  
Print name

President  
\_\_\_\_\_

Mayor  
\_\_\_\_\_  
Print title

June 10, 2024  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

# TERMS AND CONDITIONS

## 1. STANDARD OF PERFORMANCE

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

## 2. INSURANCE

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

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

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

## 4. CONSTRUCTION PROCEDURES

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

## 5. CONTROLLING LAW

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

## 6. SERVICES AND INFORMATION

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

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

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

## 7. SUCCESSORS AND ASSIGNS

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

## 8. RE-USE OF DOCUMENTS

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

## 9. TERMINATION OF AGREEMENT

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

## 10. SEVERABILITY

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

## 11. INVOICES

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

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

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

12. **CHANGES**

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

13. **CONTROLLING AGREEMENT**

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

14. **EQUAL EMPLOYMENT AND NONDISCRIMINATION**

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

15. **HAZARDOUS MATERIALS**

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

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

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

16. **EXECUTION**

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

17. **LIMITATION OF LIABILITY**

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

18. **LITIGATION SUPPORT**

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

19. **UTILITY LOCATION**

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

20. **ESCALATION**

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

21. **PREPAYMENT**

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

22. **JOB CANCELLATION FOR CONVENIENCE FEE**

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

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

## *Memo*

Date: June 3, 2024

To: Scott Saeger – City Engineer

From: Tony Schenk – Gonzalez Companies

RE: Dewey Street Detention Pond

Gonzalez Companies understands the City's desire for improvements to for the referenced project based to be as follows:

### Scope of Work – Dewey Street Detention Pond

- Detention Pond Improvements
  - Replacement of the existing pump station. The replacement will include removal of the existing pump station, a new pump station excavated to a new depth, and new dual pumps with VFD to ensure proposer flows out of the pond. Note: The depth of the new pump station will be deep enough to accommodate a pond capable of holding the 100-year storm so that the pump station is compatible with future developments.
  - Addition of a garbage rack onto the existing 12" low flow pipe.
  - Excavation of the existing pond to allow additional stormwater storage if the budget allows.
- Schilling Avenue Improvements
  - Regrade the existing empty lot owned by the city on the east end of Schilling Avenue to allow additional ditch capacity, reducing the frequency of flooding on Schilling Avenue.
  - These improvements include necessary tree removals on the lot, as well as riprap to prevent erosion.



**Collinsville**

100 Lanter Court, Suite 1  
Collinsville, IL 62234  
618.345.2200

**St. Louis**

720 Olive, Suite 700  
St. Louis, MO 63101  
314.588.8381

**Belleville**

20 East Main Street  
Belleville, IL 62220  
618.416.4688

**St. Charles**

820 South Main, Suite 309  
St. Charles, MO 63301  
636.493.6277

June 14, 2024

Scott Saeger, PE  
City Engineer  
City of Belleville  
2300 West Main Street, Suite M116  
Belleville, IL 62226

Re: OA Project No. 221111, Work Order 33

Dear Mr. Saeger:

This letter will serve as our agreement to perform the following services for preparing and submitting a SS4A Planning Grant for West Main Street from Frank-Scott Parkway to the City limits, Illinois 157 (hereinafter called the "Project") subject to the General Conditions of the Continuing Services Agreement.

**Scope:** We propose to submit an SS4A Planning Grant (all as described in the attached Scope of Basic Services.

**Schedule:** We will submit the grant by the August 29, 2024 deadline.

**Estimated Cost:** Our Basic Services are estimated to cost \$9,900 in accordance with current hourly rates and direct cost schedule of our Continuing Services Agreement.

Please sign and return the enclosed copy of this Work Order for our records. If you have any questions, please do not hesitate to contact me.

Sincerely,

**OATES ASSOCIATES, INC.**

Brandon R Beckemeyer, PE  
Project Manager

Thomas L Cissell, III, PE  
Project Principal

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

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

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

## General

Services are requested to SS4A Planning Grant to study the west main corridor from Frank-Scott Parkway to the City Limits, Illinois 157.

The Scope of Services is described in the following sections of this.

## Assumptions

- The City has an existing UEI number or will obtain one.
- Self-Certification eligibility worksheet will be provided by East-West Gateway.
- The City will obtain the needed letters of support.

## Grant application

The consultant's scope includes:

- Prepare Key Data needed for the grant application
  - Jurisdiction population for 2020
  - Percentage of population in underserved communities
  - Crash data
  - Total count of motor vehicle-involved roadway fatalities.
  - Average annual fatality rate
- Write a 2-page narrative describing the
  - Project's scope of work
  - Project goals including, the reduction or elimination of roadway fatalities and serious injuries.
  - The planned use of low-cost, high impact strategies
  - The planned use of innovative technologies
  - The use of evidence-based solutions
- Prepare an estimated budget for the study.
- Prepare exhibits showing the project location, location of the jurisdiction, and highlight the roadway network.
- Incorporate the Self-Certification Eligibility worksheet for East-West Gateway.
- Prepare a letter of support template for the City to distribute and incorporate letters of support into the grant application.
- Prepare standard forms
  - SF-424 Application for Federal Assistance
  - SF-424A Budget Information for Construction Programs
  - SF-424B Budget Information for Non-Construction Programs
  - SF-424LLL Disclosure of Lobbying Activities
- Fill out and submit the online application.



OFFICE USE ONLY  
 Name of Event: Labor Day Picnic  
 Date of Event: Mon 09/02/24

# SPECIAL EVENT REQUEST

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

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

Name(s) of sponsoring organization(s): Southwestern Illinois Central Labor Council

Name of Event: Labor Day Picnic

Date of Event: 9-2-24 Event Starting Time: 10:00AM Event Ending Time: 4:00pm

Street Closure Time: 9:45am approx Street Re-Open Time: 12:30 approx

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

Name	Address	Phone	Email
SCOT Luchtefeld	[REDACTED]	[REDACTED]	wickaf@icg.com

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

Describe the event in detail:

Labor Day Parade (see map) and Picnic with food  
Drinks, music, Beer & Houses

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

Hough Park see map

<u>Special Event Liquor</u>	<u>H2O/Restrooms/EL-Parade</u>
<u>25 tables</u>	<u>No dog signals</u>
<u>40 picnic tables</u>	<u>2 Officers - 11a-3p</u>

OFFICE USE ONLY:

Event Name:

Labor Day Picnic

Event Date:

Mon 09/02/24

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

yes, Parade route: 1st Street south from 1st block to West Monroe East to S. Illinois to West on "C" Street to North on N. 3rd st and All cross streets Along parade route

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

Does this event require any of the following?

- Trash Containers  Yes  No Number Requested: 25
- Picnic Tables  Yes  No Number Requested: 40
- Sanitation Vehicle and Manpower  Yes  No
- Electric (note on map location(s))  Yes  No Number Requested: \_\_\_\_\_

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

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

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

Signature of Person Making Application

Scott A. Luchtefeld  
Printed Name of Person Making Application

Address

Telephone Number

swicklaficio@gmail.com  
E-mail Address

DATE OF APPLICATION: 6-10-24

Return this form (via mail or email):

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

OFFICE USE ONLY

Name of Event: LANDY DAY PICNIC  
Date of Event: Mon 09/02/24

<p align="center"><b>CHECKLIST</b> (FOR USE BY CITY PERSONNEL ONLY)</p>	<p align="center"><b>EVENT INFORMATION</b> (FOR USE BY CITY PERSONNEL ONLY) Completed application/documentation to be sent to city staff prior to meeting. Meeting will be scheduled with all city staff and a representative of the event.</p>
<p><input checked="" type="checkbox"/> Application</p> <p><input type="checkbox"/> Event Map</p> <p><input type="checkbox"/> Insurance Certificate</p>	<p>Date Received by City Clerk's Office: <u>06/10/24</u></p> <p>Scheduled Meeting Date: _____</p> <p>Date Approved by Staff: <u>0</u></p> <p>Date on Council Agenda: <u>06/17/24</u></p> <p>Notification Sent to Event Representative of Council Meeting: <u>06/12/24</u></p>
<p><input type="checkbox"/> Approved on: _____ <input type="checkbox"/> Denied on: _____</p> <p>Notification Sent to Event Representative of Council Approval/Denial on: _____</p>	

STAFF REVIEW SECTION

Police Department: 2 officers for security at the picnic

\_\_\_\_\_

APPROVED  DENIED DATE: 9/12/24 INITIALS: RT

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

\_\_\_\_\_

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

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

\_\_\_\_\_

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

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

\_\_\_\_\_

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

OFFICE USE ONLY

Name of Event: LAND DAY Picnic  
Date of Event: Mon 09/02/24

CHECKLIST (FOR USE BY CITY PERSONNEL ONLY)	EVENT INFORMATION (FOR USE BY CITY PERSONNEL ONLY) Completed application/documentation to be sent to city staff prior to meeting. Meeting will be scheduled with all city staff and a representative of the event.
<input checked="" type="checkbox"/> Application <input type="checkbox"/> Event Map <input type="checkbox"/> Insurance Certificate	Date Received by City Clerk's Office: <u>06/10/24</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: Tent Inspections & Safety Walk through of Food Vendors prior to opening

APPROVED  DENIED DATE: 6/10/24 INITIALS: CL

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

\_\_\_\_\_

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

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

\_\_\_\_\_

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

OFFICE USE ONLY

Name of Event: LAUREL PARK Picnic

Date of Event: Mon 06/10/24

<p align="center"><b>CHECKLIST</b> (FOR USE BY CITY PERSONNEL ONLY)</p>	<p align="center"><b>EVENT INFORMATION</b> (FOR USE BY CITY PERSONNEL ONLY) Completed application/documentation to be sent to city staff prior to meeting. Meeting will be scheduled with all city staff and a representative of the event.</p>
<p><input checked="" type="checkbox"/> Application</p> <p><input checked="" type="checkbox"/> Event Map</p> <p><input type="checkbox"/> Insurance Certificate</p>	<p>Date Received by City Clerk's Office: <u>06/10/24</u></p> <p>Scheduled Meeting Date: _____</p> <p>Date Approved by Staff: _____</p> <p>Date on Council Agenda: _____</p> <p>Notification Sent to Event Representative of Council Meeting: _____</p>
<p><input type="checkbox"/> Approved on: _____ <input type="checkbox"/> Denied on: _____</p> <p>Notification Sent to Event Representative of Council Approval/Denial on: _____</p>	

STAFF REVIEW SECTION

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

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

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

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

Public Works: 25 Trash toters, 40 Picnic Tables  
Hangl Park = Electric, Bathrooms, Barricades  
No Parking Signage, Parade Clean-up. Provided

APPROVED  DENIED DATE: 6/10/24 INITIALS: CM

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

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

## **Jenny Meyer**

---

**From:** Jenny Meyer  
**Sent:** Wednesday, June 12, 2024 10:45 AM  
**To:** Scot Luchtefeld  
**Cc:** Jason Poole; Jeff Davis; Craig Maue; Lt Rob Thomason (thomasonr@bellevillepolice.org); Stephanie Mills; Curt Lougeay; Michael Schaefer; Erin Clifford; Niccy Cook  
**Subject:** Labor Day Picnic

Scot:

Staff reviewed your request for the Labor Day Picnic. Below is a synopsis of the discussion for your records:

### **Event:**

- Labor Day Picnic
- Monday, September 2, 2024
- 10:00am to 4:00pm

### **Public Works:**

- Pavilion at Hough Park available on Friday, August 30, 2024 for set-up of tents
- Water and electric at Hough Park available on Friday, August 30, 2024 for set-up and picnic (**verify electrical outlets work**)
- Restrooms at Hough Park available on Friday, August 30, 2024 for set-up and picnic
- 40 Picnic Tables to be delivered to Hough Park on Friday, August 30, 2024...please return picnic tables to drop-off location after picnic for pick-up on Tuesday, September 3, 2024
- 25 trash toters to be delivered to Hough Park on Friday, August 30, 2024...please return trash toters to drop-off location in parking lot after picnic for pick-up on Tuesday, September 3, 2024
- Provide "No Dogs" allowed signage at entrances

### **Maintenance Department:**

- Situational awareness

### **Fire Department:**

- Inspect tents for safety after installation

### **Police Department:**

- Two(2) Police Officers with vehicles provided for the picnic 1100am to 300pm with an estimated cost of \$500.00 (invoiced after event)

### **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)**
- Special Event Liquor License is required. Please contact Erin Clifford, Mayor's Administrative Assistant, (618) 233-6810, prior to event to obtain license

**Your request will go to City Council for final decision on Monday, June 17, 2024, 7:00pm, City Hall, Council Chambers, 101 South Illinois Street, Belleville, Illinois 62220.**

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

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

Best,

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



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

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

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



OFFICE USE ONLY

Event Name:

Labor Day Parade

Event Date:

Mon 09/02/24

# PARADE REQUEST

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

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

Name(s) of sponsoring organization(s): Southwestern Illinois Central Labor Council

Name of Event: Labor Day Parade

Date of Event: MON 9-2-24 Starting Time: 8:00 AM Ending Time: 12:30 pm

Street Closure Time: 8 AM Street Re-Open Time: 12:30 pm

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

Name	Address	Phone	Email
Scott Luchtfeld	[REDACTED]	[REDACTED]	sluchf@aflcio@gmail.com

Number of people (200+) animals (no) vehicles (multiple) expected to participate.

Describe the event in detail:

Gather on 1st street from court house to Monroe North Drive  
Parking lot W Lincoln Ave 2nd street & W. Garfield st

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

See map: 1st Street <sup>South</sup> down to Monroe with Lincoln + 2nd  
streets filtering in down to West Monroe, EAST to South  
Illinois North to West "L" street Down to N 3rd street  
to Hough City Park 159 Desolation

baricades Clean-Up Fire Truck  
No Parking 17 Officers Color Guard (?)

OFFICE USE ONLY:

Event Name: Labor Day Parade

Event Date: Mon 09/02/24

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

yes 1st Street from Courthouse 1st block to W. Monroe  
S. Illinois from W. Monroe West C Street to N. 3rd street to Hough Park

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

Does this event require any of the following?

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

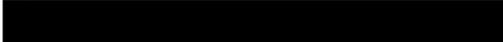
A CERTIFICATE OF INSURANCE NAMING THE CITY OF BELLEVILLE AS AN ADDITIONAL INSURED IS REQUIRED IN THE AMOUNT OF \$1 MILLION DOLLARS PER PERSON AND \$2,000,000 AGGREGATE. YOUR APPLICATION WILL NOT BE CONSIDERED OR APPROVED WITHOUT RECEIPT OF THIS DOCUMENT. (City of Belleville • 101 South Illinois Street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

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

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

  
Signature of Person Making Application

Scott Luchterfeld  
Printed Name of Person Making Application

  
Address

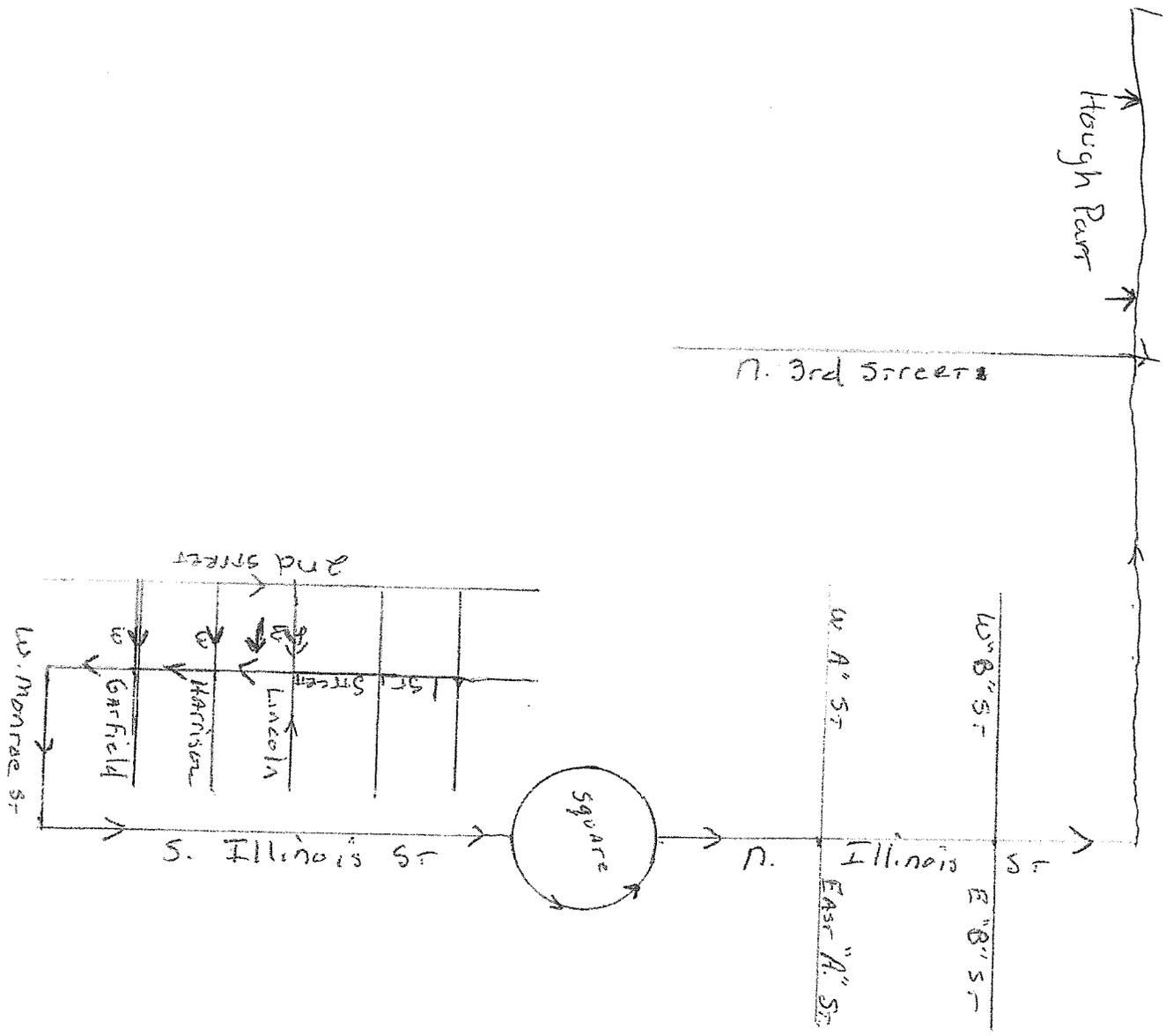
  
Telephone Number

swick@aflcio@gmail.com  
E-mail Address

DATE OF APPLICATION: 6-10-24

Return this form (via mail or email):

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



OFFICE USE ONLY

Name of Event:

11th Annual Parade / Picnic

Date of Event:

Mon 11/19/24

CHECKLIST (FOR USE BY CITY PERSONNEL ONLY)	EVENT INFORMATION (FOR USE BY CITY PERSONNEL ONLY) Completed application/documentation to be sent to city staff prior to meeting. Meeting will be scheduled with all city staff and a representative of the event.
<input checked="" type="checkbox"/> Application <input checked="" type="checkbox"/> Event Map <input type="checkbox"/> Insurance Certificate	Date Received by City Clerk's Office: <u>06/10/24</u> Scheduled Meeting Date: _____ Date Approved by Staff: _____ Date on Council Agenda: <u>06/17/24</u> Notification Sent to Event Representative of Council Meeting: <u>06/17/24</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: provide lead car, & traffic control & safety for parade route. 16 officers

APPROVED  DENIED DATE: 6/12/24 INITIALS: RT

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

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

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

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

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

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

OFFICE USE ONLY

Event Name:

Water Day Parade

Event Date:

Mon 09/02/24

CHECKLIST (FOR USE BY CITY PERSONNEL ONLY)	EVENT INFORMATION (FOR USE BY CITY PERSONNEL ONLY) Completed application/documentation to be sent to city staff prior to meeting. Meeting will be scheduled with all city staff and a representative of the event.
<input checked="" type="checkbox"/> Application <input checked="" type="checkbox"/> Event Map <input type="checkbox"/> Insurance Certificate	Date Received by City Clerk's Office: <u>06/10/24</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: Situational Awareness

\_\_\_\_\_

APPROVED  DENIED DATE: 6/10/24 INITIALS: RL

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

\_\_\_\_\_

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

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

\_\_\_\_\_

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

~~OFFICE USE ONLY~~  
 Name of Event: LABOR DAY PARADE  
 Date of Event: Mon 09/02/24

CHECKLIST (FOR USE BY CITY PERSONNEL ONLY)	EVENT INFORMATION (FOR USE BY CITY PERSONNEL ONLY) Completed application/documentation to be sent to city staff prior to meeting. Meeting will be scheduled with all city staff and a representative of the event.
<input checked="" type="checkbox"/> Application <input checked="" type="checkbox"/> Event Map <input type="checkbox"/> Insurance Certificate	Date Received by City Clerk's Office: <u>06/10/24</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: 25 Trash toters, 40 Picnic Tables  
Hugh Park = Electric, Bathrooms, Barricades  
No Parking Signage, Parade Clean-up. Provided

APPROVED     DENIED    DATE: 6/10/24    INITIALS: CM

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

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

## **Jenny Meyer**

---

**From:** Jenny Meyer  
**Sent:** Wednesday, June 12, 2024 10:51 AM  
**To:** Scot Luchtefeld  
**Cc:** Jason Poole; Jeff Davis; Craig Maue; Michael Schaefer; Lt Rob Thomason (thomasonr@bellevillepolice.org); Stephanie Mills; Curt Lougeay; Niccy Cook; Erin Clifford  
**Subject:** Labor Day Parade

Scot:

Staff met to review your request for the Labor Day Parade. Below is a synopsis of the discussion for your records:

### **Event:**

- Labor Day Parade
- Monday, September 2, 2024
- Parade Starts: 1000am
- Parade Ends: 1230pm

### **Street Closure Request:**

- Parade Line-Up: 800am to 1230pm
- South 1st Street from West Washington (south side) to West Monroe (north side) and South 2nd Street from West Washington (south side) to West Monroe (north side) (includes cross streets in between)
- Parade Route Rolling Closure: 1000am to 1200pm

### **Public Works:**

- Barricades along parade line-up and parade route delivered on Friday, August 30, 2024 and picked-up Monday, September 2, 2024 by Public Works Personnel
- Street closures handled by City Personnel
- "No Parking" signs posted on Friday, August 30, 2024 along parade route and line-up
- Clean-up of parade route provided by Public Works Monday, September 2, 2024

### **Maintenance Department:**

- Situational awareness

### **Fire Department:**

- Provide Truck in Parade and Color Guard (TBD)

### **Police Department:**

- Police Personnel (16 Officers) provided along parade route
- Provide lead car for parade
- Provide safety control along route

### **Miscellaneous:**

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

- Submit a Certificate of Insurance naming Illinois Department of Transportation as an additional insured in the amount of \$1 million dollars per person and \$2,000,000 aggregate. (IL Department of Transportation, 1100 East Court Plaza Drive, Collinsville, IL 62234).
- Upon approval of City Council and submission of the Certificates of Insurance, the Clerk's Office will submit a Resolution to IDOT requesting approval of the closure of 159.

Your request will go to City Council for final decision on Monday, June 17, 2024, 7:00pm, City Hall, Council Chambers, 101 South Illinois Street, Belleville, Illinois 62220.

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

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

Best,

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



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

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

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



OFFICE USE ONLY

Name of Event: Back To School  
Date of Event: Sat 08/10/24

# SPECIAL EVENT REQUEST

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

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

Name(s) of sponsoring organization(s): Sawdust & Glitter.

Name of Event: Back to School vendor pop up

Date of Event: 8/10/24 Event Starting Time: 10 Event Ending Time: 7

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
Lacie Loose	16 S. Illinois St suite A Belleville IL 62220	[REDACTED]	lacie@sawdustn glitter. co

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

Describe the event in detail:

Vendor pop up -

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

USE OF SE Quadrant

OFFICE USE ONLY

Name of Event: Back To School

Date of Event: Sat 08/10/24

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

NO

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

Does this event require any of the following?

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

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

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

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

  
Signature of Person Making Application

Lacie Loose  
Printed Name of Person Making Application

10. S. Illinois St Suite A. Belleville IL 62220  
Mailing Address

  
Phone Number

lacie@sawdustnglitter.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](mailto:jmeyer@belleville.net)  
(618) 233-6810

Name of Event: Back To School

Date of Event: Sat 08/10/24

<b>CHECKLIST</b> (FOR USE BY CITY PERSONNEL ONLY)	<b>EVENT INFORMATION</b> (FOR USE BY CITY PERSONNEL ONLY) Completed application/documentation to be sent to city staff prior to meeting. Meeting will be scheduled with all city staff and a representative of the event.
<input type="checkbox"/> Application <input type="checkbox"/> Event Map <input type="checkbox"/> Insurance Certificate	Date Received by City Clerk's Office: <u>06/12/24</u> Scheduled Meeting Date: _____ Date Approved by Staff: _____ Date on Council Agenda: <u>06/17/24</u> Notification Sent to Event Representative of Council Meeting: <u>06/13/24</u>
<input type="checkbox"/> Approved on: _____ <input type="checkbox"/> Denied on: _____ Notification Sent to Event Representative of Council Approval/Denial on: _____	

STAFF REVIEW SECTION

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

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

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

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

Public Works: N/A

APPROVED    DENIED   DATE: 6/11/24   INITIALS: JRP

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

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

OFFICE USE ONLY

Name of Event: Back to School  
Date of Event: Sat 08/10/24

<b>CHECKLIST</b> (FOR USE BY CITY PERSONNEL ONLY)	<b>EVENT INFORMATION</b> (FOR USE BY CITY PERSONNEL ONLY) Completed application/documentation to be sent to city staff prior to meeting. Meeting will be scheduled with all city staff and a representative of the event.
<input type="checkbox"/> Application <input type="checkbox"/> Event Map <input type="checkbox"/> Insurance Certificate	Date Received by City Clerk's Office: <u>06/22/24</u> Scheduled Meeting Date: _____ Date Approved by Staff: _____ Date on Council Agenda: _____ Notification Sent to Event Representative of Council Meeting: _____
<input type="checkbox"/> Approved on: _____ <input type="checkbox"/> Denied on: _____ Notification Sent to Event Representative of Council Approval/Denial on: _____	

STAFF REVIEW SECTION

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

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

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

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

Public Works: N/A  
\_\_\_\_\_

APPROVED  DENIED DATE: 6/11/24 INITIALS: JRP

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

APPROVED  DENIED DATE: 6-13-24 INITIALS: MJS

## Jenny Meyer

---

**From:** Jenny Meyer  
**Sent:** Thursday, June 13, 2024 9:17 AM  
**To:** Lacie  
**Cc:** Jason Poole; Jeff Davis; Craig Maue; Lt Rob Thomason (thomasonr@bellevillepolice.org); Michael Schaefer; Stephanie Mills; Curt Lougeay; Niccy Cook; Erin Clifford  
**Subject:** BACK TO SCHOOL VENDOR POP-UP

Lacie:

Staff reviewed your request for the Back-to-School Vendor Pop-Up. Please see below for a synopsis:

**Event:**

- Back-To-School Vendor Pop-Up
- Saturday, August 10, 2024
- 10:00am to 7:00pm

**Street Closure:**

- Use of SE Quadrant
- 10:00am to 7:00pm

**Public Works:**

- Situational Awareness

**Police Department:**

- Situational Awareness

**Fire Department:**

- Situational Awareness

**Maintenance Department:**

- Situational Awareness

**Miscellaneous:**

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

Your request will go to City Council for final decision on Monday, June 17, 2024, 7:00pm, City Hall, Council Chambers, 101 South Illinois Street, Belleville, Illinois 62220.

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

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

Best,

Jenny



# City of Belleville

Jennifer Gain Meyer, City Clerk  
101 South Illinois Street  
Belleville IL 62220  
Phone: (618) 233-6810 Fax: (618) 257-0376  
email: jmeyer@belleville.net

## NORTH ILLINOIS STREET BANNER APPLICATION

**REFER TO BANNER SPECIFICATIONS FOR ADDITIONAL INFORMATION**

APPLICANT NAME: Sarah West/Belleville Main Street Marathon APPLICANT PHONE: 618-210-4228  
APPLICANT EMAIL: sarahwest@charter.net or info@bellevillemarathon.com

**SPONSORING ORGANIZATION:**

NAME: Belleville Main Street Marathon and Half Marathon  
ADDRESS: 108 N. Jackson, Belleville, 62220  
PHONE: 618-210-4228 EMAIL: info@bellevillemarathon.com

TITLE OF EVENT/ACTIVITY: Belleville Main Street Marathon and Half Marathon EVENT  
DATES: 9/28/2024 EVENT LOCATION: Throughout Belleville, starting downtown

PRINTED MESSAGE ON BANNER: Belleville Main Street Marathon & Half Marathon Last Saturday in September

**INCLUDE COPY OF ARTWORK WITH APPLICATION**

REQUEST PLACEMENT DATE: **(no more than 2 weeks prior to event date)** Any time available in June for 2 weeks  
REQUEST REMOVAL DATE: \_\_\_\_\_

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

Signature of Applicant: Sarah West Date: 5/20/2024

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

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

<b>FOR OFFICE USE ONLY</b>	
Date Received: <u>05/20/24</u>	Approved by Council: <u>    </u> / <u>    </u> / <u>    </u>
Installation Date: <u>    </u> / <u>    </u> / <u>    </u>	Removal Date: <u>    </u> / <u>    </u> / <u>    </u>

Option 2

• *Belleville* •

• MAIN STREET •

MARATHON & 1/2 MARATHON  
LAST SATURDAY IN SEPTEMBER •

Option 3

**City of Belleville, Illinois**

**RESOLUTION NO. 3514**

**A RESOLUTION PROVIDING FOR A FEASIBILITY STUDY ON THE DESIGNATION OF AREAS AS REDEVELOPMENT PROJECT AREAS**

**WHEREAS**, the City of Belleville (City) is a political subdivision, body politic, and municipal corporation of the State of Illinois; and

**WHEREAS**, the City, in order to promote and protect the health, safety, morals and welfare of the public, must identify those areas which are blighted, as well as those areas which contain conditions precedent to blight; and;

**WHEREAS**, the City, in order to determine if such conditions exist, and to determine whether such conditions can be eradicated or ameliorated, may elect to study such areas which may contain such conditions and;

**WHEREAS**, the City has determined to study such areas, as specifically provided under 65 ILCS 5/11-74.4, et. seq.;

NOW THEREFORE BE IT RESOLVED, by the City of Belleville, on this 17<sup>th</sup> Day of June, 2024, that:

The City hereby authorizes Moran Economic Development, LLC to undertake a feasibility study on the designation of a redevelopment project area. The Area that is proposed for tax increment financing encompasses parcels generally located at the northeast and southeast corners of the intersection of N Belt W and W Main St. Parcels at the southwest corner of Gray St and N 46th St make up the northernmost portion of the Area, and it continues south taking in property east of N 47th St and west of N 64th St. At N Belt W the boundary continues south taking in property west of N 45th St and north of W Main St, which makes up the southernmost portion of the Area.

1. The purpose of the proposed redevelopment plan and project within the City of Belleville is to provide incentives for commercial development in an area where development would not occur but for the use of tax increment financing and to provide public infrastructure upgrades throughout the area.
2. A general description of tax increment financing follows:

Tax increment financing was created by the Tax Increment Allocation Redevelopment Act (the "Act"), found at 65 ILCS 5/11-74.4-1 et. seq.

Tax increment financing is a technique intended to be used by municipalities to address and eradicate problems which cause areas to qualify, generally, as "conservation" or "blighted" areas, and to carry out redevelopment projects which serve this end.

The concept behind the tax increment law is relatively straightforward and allows a

municipality to carry out redevelopment activities on a locally controlled basis. Redevelopment, which occurs in a designated Redevelopment Project Area, will increase the equalized assessed valuation of the property and, thus, generate increased property tax revenues. This increase or "increment" can be used to finance "redevelopment project costs" such as land acquisition, site clearance, building rehabilitation, interest subsidy and the construction of public infrastructure within that same Redevelopment Project Area.

3. Submit all comments and suggestions regarding the redevelopment of the areas to be studied to:

Clifford Cross  
Economic Development, Planning & Zoning  
The City of Belleville  
2300 West Main Street, Suite M112  
Belleville, IL 62226

SIGNED:

---

Patty Gregory,  
Mayor

ATTEST:

---

Jennifer Gain Meyer,  
City Clerk

## RESOLUTION 3515

Illinois Department of Transportation  
PARADE OR EVENT RESOLUTION  
Effective January 1, 2022

WHEREAS, the **SW IL Central Labor Council** is sponsoring the **Labor Day Parade** in the City of Belleville which constitutes a public purpose;

WHEREAS, this **Labor Day parade** will require the temporary closure of **IL 159 at Public Square**, a State Highway in the City of Belleville on **September 2, 2024 from 10:00 a.m. to 12:30p.m.**;

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

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Belleville that permission to close off **IL 159 at Public Square on September 2, 2024 from 10:00 a.m. to 12:30 p.m.** as above designated, be requested of the Department of Transportation.

BE IT FURTHER RESOLVED that this closure shall occur during the approximate time period between **September 2, 2024 from 10:00 a.m. to 12:30 p.m.**

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

\* To be used when appropriate.

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

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

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

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

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

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

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

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

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

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

ADOPTED by the City Council of the City of Belleville this 17<sup>th</sup> day of June, 2024, A.D.

\_\_\_\_\_  
MUNICIPAL CLERK

APPROVED by the Mayor of the City of Belleville this 18<sup>th</sup> day of June, 2024, A.D.

ATTEST:

\_\_\_\_\_  
JENNIFER GAIN MEYER – CITY CLERK

\_\_\_\_\_  
PATTY GREGORY - MAYOR

**AN ORDINANCE OF THE CITY OF BELLEVILLE,  
ILLINOIS AUTHORIZING THE ESTABLISHMENT OF TAX INCREMENT  
FINANCING “INTERESTED PARTIES” REGISTRIES AND ADOPTING  
REGISTRATION RULES FOR THESE REGISTRIES**

**ORDINANCE No.9284-2024**

**WHEREAS**, the City of Belleville (the “City”) is a municipality as described in Section § 6(a). Article VII of the 1970 Constitution of the State of Illinois, and as such may exercise any power and function pertaining to its government and affairs;

**WHEREAS**, pursuant to Section § 11-74.4-4.2 of the Tax Increment Allocation Redevelopment Act, 65 ILCS § 5/11-74.4-1, et seq. (the “TIF Act”), the City is required to establish certain “interested parties” registries and adopt registration rules for such registries;

**WHEREAS**, the City desires to adopt this ordinance in order to comply with such requirements of the TIF Act; now, therefore

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BELLEVILLE;

**SECTION 1.** The above recitals are incorporated herein and made a part hereof.

**SECTION 2.** The Clerk or their designee, is hereby authorized and directed to create an “interested parties” registry in accordance with Section § 11-74.4-4.2 of the Act for each redevelopment project area created under the Act and not terminated by the City, whether now existing or created after the date of the adoption of this ordinance.

**SECTION 3.** In accordance with Section § 11-74.4-4.2 of the Act, the City hereby adopts the registration rules attached hereto as Exhibit A as registration rules for each such “interested parties” registry. The City, with the consent of the City Attorney as to form and legality, shall have the authority to amend such registration rules from time to time as may be necessary or desirable to comply with and carry out the purposes intended by the Act.

**SECTION 4.** If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the other provisions of this ordinance.

**SECTION 5.** All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

**SECTION 6.** This ordinance shall be in full force and effect immediately upon its passage.

**PASSED** by the City Council of the City of Belleville, Illinois, on this 17<sup>th</sup> day of June, 2024 on the following roll call vote:

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

APPROVED by the Mayor of the City of Belleville, Illinois this 18<sup>th</sup> day of June, 2024.

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

ATTEST:

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

## **Exhibit A – TIF Interested Parties Registry Registration Rules**

### **City of Belleville, Illinois**

#### **TIF INTERESTED PARTIES REGISTRY REGISTRATION RULES**

- A. Definitions. As used in these Registration Rules, the following terms shall have the definitions set forth below.

“Act” shall mean the Tax Increment Allocation Redevelopment Act 65 ILCS 5/11-74.4-1, et seq., as amended from time to time.

“City” shall mean City of Belleville, a unit of government under Section 6(a) Article VII of the 1970 Constitution of the State of Illinois.

“Interested Party(s)” shall mean (a) any organization(s) active within the City (b) any resident(s) of the City, and (c) any other entity or person otherwise entitled under the Act to register in a specific Registry who has registered in such Registry and whose registration has not been terminated in accordance with these Registration Rules.

“Redevelopment Project Area” shall mean a redevelopment project area that (a) is intended to qualify (or has subsequently qualified) as a “redevelopment project area” under the Act and (ii) is subject to the “interested parties” registry requirements of the Act.

“Registration Form” shall mean the form appended to these Registration Rules or such revised form as may be approved by the City consistent with the requirements of the Act.

“Registry” or “Registries” shall mean each interested parties registry, and all such registries, collectively, established by the City pursuant to Section 5/11-74.4-4.2 of the Act for the Redevelopment Project Area.

- B. Establishment of Registry The City shall establish a separate interested parties registry for each Redevelopment Project Area, whether existing as of the date of the adoption of these Rules or hereafter established. The City shall establish a new registry whenever it has identified an area for study and possible designation as a Redevelopment Project Area. In any event the process of establishing the new registry must be completed prior to the deadline for sending any of the notices required by Section (J) of these rules or any other notices required by the Act with respect to the proposed Redevelopment Project Area.

- C. Maintenance of Registry The Registries shall be maintained by the City Clerk or his or her designee. In the event the City determines that someone other than the Clerk should maintain the Registries, the City may transfer the responsibility for maintaining the Registries to such other Department provided that the City (i) gives prior written notice to all Interested Parties not less than thirty (30) days prior to such transfer and (ii) publishes notice of such transfer in a newspaper of general circulation in the City.
- D. Registration by Residents An individual seeking to register as an Interested Person with respect to a Redevelopment Project Area must complete and submit a Registration Form to the City Clerk. Such individual must also submit a copy of a current driver's license, lease, utility bill, financial statement or such other evidence as may be acceptable to the Clerk to establish the individual's current City residency.
- E. Registration by Organizations An organization seeking to register as an Interested Person with respect to a Redevelopment Project Area must complete and submit a Registration Form to the City Clerk. Such organization must also submit a copy of a one-page statement describing the organization's current operations in the City.
- F. Determination of Eligibility All individuals and organizations whose Registration Form and supporting documentation complies with these Registration Rules shall be registered in the applicable Registry within ten (10) business days of the City Clerk's receipt of all such documents. The Clerk shall provide written notice to the registrant confirming such registration. Upon registration Interested Parties shall be entitled to receive all notices and documents required to be delivered under these Rules or as otherwise required under the Act with respect to the applicable Redevelopment Project Area. If the City Clerk determines that a registrant's Registration Form and/or supporting documentation is incomplete or does not comply with these Registration Rules, the Clerk shall give written notice to the registrant specifying the defect(s). The registrant shall be entitled to correct any defects and resubmit a new Registration Form and supporting documentation.
- G. Renewal and Termination An Interested Person's registration shall remain effective for a period of three years. At any time after such three year period the City Clerk may provide written notice by regular mail to the Interested Person stating that such registration shall terminate unless the Interested Person renews such registration within thirty (30) days of the Clerk's mailing of written notice. To renew such registration, the

Interested Person shall, within such thirty (30) day period, complete and submit the same Registration Form and supporting documentation then required of initial registrants in order to permit the Clerk to confirm such person's residency or such organization's operations in the City. The registration of all individuals and organizations whose Registration Form and supporting documentation is submitted in a timely manner and complies with these Regulation Rules shall be renewed for an additional, consecutive three-year period. If the City Clerk determines that a registrant's renewal Registration Form and/or supporting documentation is incomplete or does not comply with these Registration Rules, the Clerk shall give written notice to the registrant at the address specified in the renewal Registration Form submitted by such registrant, specifying the defect(s). The registrant shall be entitled to correct any defects and resubmit a new Registration Form and supporting documentation within thirty (30) days of receipt of the Clerk's notice. If all defects are not corrected within thirty (30) days of the Interested Person's receipt of the City Clerk's notice, the Interested Person's registration shall be terminated. Any Interested Person whose registration is terminated shall be entitled to register again as if a first-time registrant.

- H. Amendment to Registration An Interested Party may amend its registration by giving written notice to the City Clerk by certified mail of any of the following: (i) a change in address for notice purposes; (ii) in the case of organizations, a change in the name of the contact person; and (iii) a termination of registration. Upon receipt of such notice, the Clerk shall revise the applicable Registry accordingly.
- I. Registries Available for Public Inspection Each Registry shall be available for public inspection during normal City business hours. The Registry shall include the name, address and telephone number of each Interested Person and for organizations, the name and phone number of a designated contact person.
- J. Notices to be Sent to Interested Parties. Interested Parties shall be sent the following notices and any other notices required under the Act with respect to the applicable Redevelopment Project Area:
  - (i) pursuant to sub-section 5/11-74.4-5(a) of the Act, notice of the availability of a proposed redevelopment plan and eligibility report, including how to obtain this information, such notice shall be sent by mail within a reasonable period of time after the adoption of the ordinance fixing the public hearing for the proposed redevelopment plan:
  - (ii) pursuant to sub-section 5/11-74.4-5(a) of the Act, notice of changes to proposed redevelopment plans that do not (1)

add additional parcels of property to the proposed redevelopment project area, (2) substantially affect the general land uses proposed in the redevelopment plan, (3) substantially change the nature of or extend the life of the redevelopment project, or (4) increase the number of low or very low income households to be displaced from the redevelopment project area, provided that measured from the time of creation of the redevelopment project area the total displacement of households will exceed 10; such notice shall be sent by mail not later than ten (10) days following the City's adoption by ordinance of such changes.

- (iii) pursuant to sub-section 5/11-74.4-5 ( c ) of the Act, notice of amendments to previously approved redevelopment plans that do not: (1) add additional parcels of property to the redevelopment project area, (2) substantially affect the general land uses in the redevelopment plan, (3) substantially change the nature of the redevelopment project, (4) increase the total estimated redevelopment project costs set out in the redevelopment plan by more than 5% after adjustment for inflation from the date the plan was adopted, (5) add additional redevelopment project costs to the itemized list of redevelopment project costs set out in the redevelopment plan or (6) increase the number of low or very low income households to be displaced from the redevelopment project area, provided that measured from the time of creation of the redevelopment project area the total displacement of households will exceed 10; such notice shall be sent by mail not later than 10 days following the City's adoption by ordinance of any such amendment.
- (iv) pursuant to sub-section 5/11-74.4-5(d)(9) of the Act for redevelopment plans or projects that would result in the displacement of residents from 10 or more inhabited residential units or that contain 75 or more inhabited residential units, notice of the availability of the annual report described by sub-section 5/11-74.4-5(d), including how to obtain the annual report; such notice shall be sent by mail within a reasonable period of time after completion of the certified audit report.
- (v) pursuant to sub-section 5/11-74.4-6(e) of the Act, notice of the preliminary public meeting required under the Act for a proposed Redevelopment Project Area that will result in the displacement of 10 or more inhabited residential units or which will contain 75 or more inhabited residential units,

such notice shall be sent by certified mail not less than 15 days before the date of such preliminary public meeting.

- K. Non Interference These Registration Rules shall not be used to prohibit or otherwise interfere with the ability of eligible organizations and individuals to register for receipt of information to which they are entitled under the Act.
  
- I. Amendment of Registration Rules These Registration Rules may be amended by the City subject to and consistent with the requirements of the Act.

# TIF INTERESTED PARTIES REGISTRATION FORM

**Registration for City Residents:** If you are a City of Belleville resident and would like to register on the Interested Parties Registry for one or more tax increment financing (TIF) redevelopment project areas, please complete **Part A** of this form. Proof of residency is required. Please attach to this form a photocopy of one of the following: Driver's License, lease, utility bill, financial statement, or such other evidence as may be suitable to establish your current municipal residency.

**Registration for Organizations:** If your organization is active in the City of Belleville and would like to register on the Interested Parties Registry for one or more tax increment financing (TIF) redevelopment project areas, please complete **Part B** of this form. Please attach a one-page statement which describes the organization's current operations in the municipality. Note: existing organizational documents that provide this information will also be accepted.

---

## PART A: CITY RESIDENT REGISTRATION (Please Print)

Name:

Street Address:

City State Zip:

Home Telephone:

I have attached a copy of \_\_\_\_\_ as proof that I am a resident of the City of Belleville as of the date of this form.

Please list the TIF(s) you are interested in below:

Signature/Title \_\_\_\_\_ Date \_\_\_\_\_

Please return this form to:

TIF Interested Parties Registry  
City Clerk – City of Belleville  
101 S Illinois Street  
Belleville, IL 62220

---

**PART B: ORGANIZATION REGISTRATION (Please Print)**

Organization Name:

Contact Name:

Street Address:

City State Zip:

Phone Number:

Check here \_\_\_\_\_ if a statement describing your organization's current operations in the City of Belleville is attached.

Please list the TIF(s) you are interested in below:

Signature/Title \_\_\_\_\_ Date \_\_\_\_\_

Please return this form to:

TIF Interested Parties Registry  
City Clerk – City of Belleville  
101 S Illinois Street  
Belleville, IL 62220

---

**ORDINANCE NO. 9285-2024**

**A ZONING ORDINANCE IN RE CASE #15-APR24-  
Visions LLC / David Jaques**

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

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

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

**Whereas**, a request has been filed for a Use Variance to establish and operate a “Behavioral Consultation and Health Services Clinic” at 5801 Mount Pleasant Lane (08-06.0-400-064) located in a “A-2” Two-Family Residence District. (Applicable sections of the zoning code: 162.193, 162.570) Ward 4.

**Whereas**, a public hearing was held on May 23, 2024 before the City's Zoning Board of Appeals which has issued its advisory report.

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

**Section 1.** That the request for a Use Variance to establish and operate a “Behavioral Consultation and Health Services Clinic” at 5801 Mount Pleasant Lane (08-06.0-400-064) located in a “A-2” Two-Family Residence District is hereby granted. (Applicable sections of the zoning code: 162.193, 162.570) Ward 4.

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

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

**PASSED** by the City Council of the City of Belleville, Illinois, on this 17<sup>th</sup> day of June, 2024 on the following roll call vote:

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

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

APPROVED by the Mayor of the City of Belleville, Illinois this 18<sup>th</sup> day of June, 2024.

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

ATTEST:

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

**ORDINANCE NO. 9286-2024**

**A ZONING ORDINANCE IN RE CASE #23-MAY24-  
Felipe Belli Malaga/Casa Maria Catering, LLC**

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

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

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

**Whereas**, a request has been filed for a Special Use Permit for a “Class A Liquor License” at 1926 West Main Street (08-20.0-402-003) located in a “C-2” Heavy Commercial District (Applicable sections of the zoning code: 162.248, 162.515) Ward 2.

**Whereas**, a public hearing was held on May 23, 2024 before the City's Zoning Board of Appeals which has issued its advisory report.

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

**Section 1.** That the request for a “Class A Liquor License” at 1926 West Main Street (08-20.0-402-003) located in a “C-2” Heavy Commercial District is hereby granted. (Applicable sections of the zoning code: 162.248, 162.515) Ward 2.

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

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

**PASSED** by the City Council of the City of Belleville, Illinois, on this 17<sup>th</sup> day of June, 2024 on the following roll call vote:

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

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

APPROVED by the Mayor of the City of Belleville, Illinois this 18<sup>th</sup> day of June, 2024.

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

ATTEST:

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

**ORDINANCE NO. 9287-2024**

**A ZONING ORDINANCE IN RE CASE #24-MAY24-  
Los Amigos 7, Inc.**

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

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

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

**Whereas**, a request has been filed for a Special Use Permit for a "Class B Liquor License" at 2630 Mascoutah Avenue (09-30.0-111-003) located in a "C-2" Heavy Commercial District (Applicable sections of the zoning code: 162.248, 162.515) Ward 7.

**Whereas**, a public hearing was held on May 23, 2024 before the City's Zoning Board of Appeals which has issued its advisory report.

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

**Section 1.** That the request for a "Class B Liquor License" at 2630 Mascoutah Avenue (09-30.0-111-003) located in a "C-2" Heavy Commercial District is hereby granted ***in the Name of the Applicant only***. (Applicable sections of the zoning code: 162.248, 162.515) Ward 7.

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

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

**PASSED** by the City Council of the City of Belleville, Illinois, on this 17<sup>th</sup> day of June, 2024 on the following roll call vote:

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

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

APPROVED by the Mayor of the City of Belleville, Illinois this 18<sup>th</sup> day of June, 2024.

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

ATTEST:

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

**ORDINANCE NO. 9288-2024**

**A ZONING ORDINANCE IN RE CASE #26-MAY24-  
Carolyn Brewer / Das Brot, LLC / Thomas Brewer**

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

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

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

**Whereas**, a request has been filed for a Special Use Permit to operate an “Air BnB” at 413 East Washington Street (08-22.0-341-016) located in a “C-2” Heavy Commercial District (Applicable sections of the city and zoning code: 34.043, 154.15, 154.46, 154.49, 162.248, 162.515) Ward 6.

**Whereas**, a public hearing was held on May 23, 2024 before the City's Zoning Board of Appeals which has issued its advisory report.

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

**Section 1.** That the request operate an “Air BnB” at 413 East Washington Street (08-22.0-341-016) located in a “C-2” Heavy Commercial District is hereby granted. (Applicable sections of the city and zoning code: 34.043, 154.15, 154.46, 154.49, 162.248, 162.515) Ward 6.

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

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

**PASSED** by the City Council of the City of Belleville, Illinois, on this 17<sup>th</sup> day of June, 2024 on the following roll call vote:

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

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

APPROVED by the Mayor of the City of Belleville, Illinois this 18<sup>th</sup> day of June, 2024.

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

ATTEST:

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

**ORDINANCE NO. 9289-2024**

**A ZONING ORDINANCE IN RE CASE #28-MAY24-  
Felipe Belli Malaga / Casa Maria Catering, LLC**

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

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

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

**Whereas**, a request has been filed for a Special Use Permit for “Outdoor Dining/Seating” at 1926 West Main Street (08-20.0-402-003) 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 2.

**Whereas**, a public hearing was held on May 23, 2024 before the City's Zoning Board of Appeals which has issued its advisory report.

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

**Section 1.** That the request for “Outdoor Dining/Seating” at 1926 West Main Street (08-20.0-402-003) located in a “C-2” Heavy Commercial District is hereby granted. (Applicable sections of the city and zoning code: 118.01, 162.248, 162.400, 162.515) Ward 2.

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

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

**PASSED** by the City Council of the City of Belleville, Illinois, on this 17<sup>th</sup> day of June, 2024 on the following roll call vote:

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

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

APPROVED by the Mayor of the City of Belleville, Illinois this 18<sup>th</sup> day of June, 2024.

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

ATTEST:

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

**ORDINANCE NO. 9290-2024**

**A ZONING ORDINANCE IN RE CASE #29-MAY24-**  
**Venkata S. Barla**

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

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

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

**Whereas**, a request has been filed for a map amendment to rezone the property commonly known as 2301 East Main Street (08-23.0-114-028) from “A-1” Single-Family Residence District to “C-2” Heavy Commercial District. (Applicable section of the zoning code: 162.590) Ward 7.

**Whereas**, a public hearing was held on May 23, 2024 before the City's Zoning Board of Appeals which has issued its advisory report.

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

**Section 1.** That the request for a map amendment to rezone the property commonly known as 2301 East Main Street (08-23.0-114-001) from “A-1” Single-Family Residence District to “C-2” Heavy Commercial District is hereby approved. (Applicable sections of the zoning code: 162.590) Ward 7.

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

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

**PASSED** by the City Council of the City of Belleville, Illinois, on this 17<sup>th</sup> day of June, 2024 on the following roll call vote:

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

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

APPROVED by the Mayor of the City of Belleville, Illinois this 18<sup>h</sup> day of June, 2024.

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

ATTEST:

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

**ORDINANCE NO. 9291-2024**

**A ZONING ORDINANCE IN RE CASE #30-MAY24-**  
**Venkata S. Barla**

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

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

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

**Whereas**, a request has been filed for a Special Use Permit for a “Class B Liquor License” at 2301 East Main Street (08-23.0-114-028) located in a “C-2” Heavy Commercial District (Applicable sections of the zoning code: 162.248, 162.515) Ward 7.

**Whereas**, a public hearing was held on May 23, 2024 before the City's Zoning Board of Appeals which has issued its advisory report.

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

**Section 1.** That the request for a “Class B Liquor License” at 2301 East Main Street (08-23.0-114-028) located in a “C-2” Heavy Commercial District is hereby granted **in the Name of the Applicant only**. (Applicable sections of the zoning code: 162.248, 162.515) Ward 7.

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

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

**PASSED** by the City Council of the City of Belleville, Illinois, on this 17<sup>th</sup> day of June, 2024 on the following roll call vote:

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

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

APPROVED by the Mayor of the City of Belleville, Illinois this 18<sup>th</sup> day of June, 2024.

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

ATTEST:

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

**ORDINANCE NO. 9292-2024**

**A ZONING ORDINANCE IN RE CASE #31-MAY24-**  
**Venkata S. Barla**

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

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

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

**Whereas**, a request has been filed for a Special Use Permit for “Outdoor Dining/Seating” at 2301 East Main Street (08-23.0-114-028) 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 7.

**Whereas**, a public hearing was held on May 23, 2024 before the City's Zoning Board of Appeals which has issued its advisory report.

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

**Section 1.** That the request for “Outdoor Dining/Seating” at 2301 East Main Street (08-23.0-114-028) located in a “C-2” Heavy Commercial District is hereby granted. (Applicable sections of the city and zoning code: 118.01, 162.248, 162.400, 162.515) Ward 7.

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

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

**PASSED** by the City Council of the City of Belleville, Illinois, on this 17<sup>th</sup> day of June, 2024 on the following roll call vote:

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

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

APPROVED by the Mayor of the City of Belleville, Illinois this 18<sup>th</sup> day of June, 2024.

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

ATTEST:

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

SYS DATE:06/12/24

CITY OF BELLEVILLE  
C L A I M S H E E T  
Monday June 17,2024

SYS TIME:13:12

[NCS]

DATE: 06/17/24

PAGE 9

VENDOR #	NAME	DEPT.	AMOUNT
=====			
13	MOTOR FUEL TAX FUND		
5460	SHILOH VALLEY TOWNSHIP ROAD DISTR	13-00	323.15
CA006	CARGILL SALT	13-00	23,928.38
CH058	CHRIST BROS. PRODUCTS LLC	13-00	1,281.00
EL001	ELECTRICO, INC.	13-00	2,047.27
LO029	LOCHMUELLER GROUP	13-00	1,562.00
ST239	ST CLAIR COUNTY TREASURER	13-00	30,139.43
	**TOTAL		59,281.23
			-----
13	MOTOR FUEL TAX FUND	GRAND TOTAL	59,281.23