



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

**MONDAY, SEPTEMBER 16, 2024
7:00PM
COUNCIL CHAMBERS**

1. CALL TO ORDER BY MAYOR AND EXPLANATION OF DISASTER PROCEDURES

REMINDER: SINCE THE MEETINGS ARE BEING VIDEOTAPED IT IS IMPORTANT THAT EVERYONE SPEAK DIRECTLY INTO A MICROPHONE WHEN SPEAKING.

2. ROLL CALL ALDERPERSONS

3. ROLL CALL DEPARTMENT HEADS

4. PLEDGE OF ALLEGIANCE

5. PUBLIC HEARING

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

7. PRESENTATIONS, RECOGNITIONS & APPOINTMENTS

7-A. Mayor Gregory will read a proclamation in recognition of National See Tracks? Think Train® Week – September 23rd to 29th, 2024

7-B. Mayor Gregory will recommend Sean P. McElligott to serve the remaining of a 1-year term on the Historic Preservation Commission, expiring 6/5/2025

8. APPROVAL OF MINUTES

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

9. CLAIMS, PAYROLL AND DISBURSEMENTS

9-A. Motion to approve claims and disbursements in the amount of **\$1,059,074.69** payroll in the amount of **\$1,003,602.98**

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 **PARKS BOARD**

11-A(1). Motion to approve a Facility Use Agreement with Little Knights Football Club for non-exclusive use of Jaycees Park (750 West H St) for an annual amount of \$2000.00 through June 30, 2028

11-B. MOTION FROM **MASTER SEWER**

11-B(1). Motion to approve the Construction Observation Agreement with Gonzalez Companies for the East Creek Sewer Separation Project in the amount of \$391,500.00

11-C. MOTIONS FROM **ADMINISTRATION**

11-C(1). Motion to approve a Facility Use Agreement with American Red Cross to utilize two rooms at the Southwestern Illinois Justice & Workforce Development Campus October 1, 2024 through September 30, 2029

11-C(2). Motion to purchase the following properties from St. Clair County Tax Agent: 113 South 18th Street (Parcel: 08-20.0-413-021), 121 South 17th Street (Parcel: 08-20.0-418-

015), 12 E “D” Street (Parcel: 08-21.0-420-003), 807 Scheel Street (Parcel: 08-22.0-112-025), 514 Freeburg Avenue (Parcel: 08-27.0-118-029) and 611 East McKinley (Parcel: 08-27.0-139-030/031) in the amount of \$4,716.00 for demolition and property located at 400 South Jackson (Parcel: 08-27.0-112-001) in the amount of \$786.00 for RFQ/Rehab Project

11-D. MOTIONS FROM **TRAFFIC**

11-D(1). Motion to approve Handicap Parking at 409 North 7th Street (in name of applicant only)

11-D(2). Motion to approve School Speed Zone on Commons Parkway from North Greenmount to Autumn Harvest

11-E. MOTIONS FROM **FINANCE**

11-E(1). Motion to approve bank financing with Busey Bank at 3.90% interest for financing of two new rear loader sanitation trucks

11-E(2). Motion to approve five-year contract renewal with Watts Copy Systems for copy machine at General & Community Assistance office

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

11-F(1). Motion to approve a contract with Fournie Contracting Company, Inc, lowest responsible bidder, for the 2024-2025 Concrete Patch Program in the amount of \$204,749.20 (MFT/TIF Funds)

11-G. MOTION FROM **ZONING BOARD OF APPEALS**

11-G(1). **44-AUG24 SETH PIEPGRASS:** Request for a Use Variance to allow for the establishment and operation of a “Performance Venue with Accessory Student Class Venues/Teaching” at the property commonly known as

7500 West Main Street (07-01.0-306-019) in a “C-1” Light Commercial District. (Applicable sections of the Zoning Code: 162.232, 162.570) Ward 8. *Zoning Board of Appeals recommended APPROVAL, with a condition that a formal parking agreement be in place to accommodate off-site parking, with a vote of 6-0*

12. COMMUNICATIONS

12-A. **OLD BELLEVILLE LUMINARY WALK – 12/14/2024**

Request from Gustav Koerner House, Belleville Historical Society, St Clair County Historical Society and Neighbors of Abend/Garfield Streets to amend Old Belleville Historical Luminary Walk, Saturday, December 14, 2024. Additional street closure request: East Monroe at Abend and Survey Street, 10:00am to 10:00pm

12-B. **HEREOS IN OUR MIDST – 11/04/2024**

Request from SWIC PSOP to host Heroes in Our Midst, Monday, November 4, 2024, 10:00am to 1:00pm. Street closure request: North Church Street between East “B” Street and East “C” Street, 8:30am to 11:00am. Additional City services: “No Parking” signage, open/close street and Fire Truck with American Flag

12-C. **PAINT HISTORIC BELLEVILLE ART AUCTION – 09/28/2024**

Belleville Historical Society request to host Paint Historic Belleville Art Auction, Saturday, September 28, 2024, 11:00am to 3:00pm. Street closure request: East Garfield Street west of Mascoutah Avenue for approximately 50 yards toward Abend. Additional City services: “No Parking” signage, trash toters, street sweeping and barricades.

12-D. **BOUSE HALLOWEEN BLOCK PARTY – 10/19/2024**

Request from Bouse Properties to host a Halloween Block Party, Saturday, October 19, 2024, 2:00pm to 10:00pm. Street closure request: One block of North 36th Street between West “A” Street and Marion, 2:00pm to 10:00pm. Additional City services: barricades, “No Parking” signage, trash toter and picnic table

12-E. **300-400 SOUTH PENNSYLVANIA BLOCK PARTY – 10/20/2024**

Request from neighborhood to host a block party in the 300-400 block of South Pennsylvania, Sunday, October 20, 2024, 12:00pm to 5:00pm. Street closure: 300 – 400 block of South Pennsylvania between E McKinley and McClintock, 11:30am to 5:30pm. Additional City services: “No Parking” signage, barricades, trash toters and picnic tables

12-F. **ALL HIGH SCHOOL CLASS REUNION – 09/28/2024**

Request from Tavern on Main to host All High School Class Reunion, Saturday, September 28, 2024, 4:00pm to 11:59m. Street closure request: North Church from East Main to alley/parking lot entrance, 4:00pm to 11:30pm and use of Paderborn Square. Additional City services: picnic tables, trash toters and “No Parking” signage

12-G. **QUEEN OF PEACE PARISH FESTIVAL – 09/06/2025**

Request from Queen of Peace to host their Parish Festival, Saturday, September 6, 2025, 1:00pm to 11:00pm. Additional City services requested: barricades, trash toters, picnic tables and Police Personnel

12-H. **FACILITY USE AGREEMENT – EVENTS**

Supplementing the City Council’s prior action on September 3, 2024 approving the Facility Usage Agreements for 30 Public Square with Oktoberfest Committee Tuesday, September 17, 2024 through Friday, September 27, 2024, Metro East Pride, Friday, October 4, 2024 through Monday, October 7, 2024 and Chili Cook-Off, Friday, October 11, 2024 through Sunday, October 13, 2024

13. PETITIONS

14. RESOLUTIONS

14-A. **RESOLUTION 3520**

A Resolution Authorizing Bank Loan for Two Sanitation Trucks

15. ORDINANCES

15-A. **ORDINANCE 9315-2024**

An Ordinance Amending Article VII (Traffic Code), Chapter 76

(Parking Schedules) of the Revised Ordinances of the City of Belleville, Illinois as Amended, by Amending Portions of Sections Thereof

15-B. **ORDINANCE 9316-2024**

An Ordinance Amending Article VII (Traffic Code), Chapter 73 (General Rules for Driving) of the Revised Ordinances of the City of Belleville, Illinois as Amended, by Amending Portions of Sections Thereof

15-C. **ORDINANCE 9317-2024**

A ZONING ORDINANCE IN RE CASE #44-AUG24-Seth Piepgrass

15-D. **ORDINANCE 9318-2024**

An Ordinance Approving Amendment to the Estimated Date of Completion of Redevelopment Projects for the Drake Road Tax Increment Financing Redevelopment Project Area (TIF 13)

16. UNFINISHED BUSINESS

17. MISCELLANEOUS & NEW BUSINESS

17-A. Motor Fuel Claims in the Amount of **\$6,404.95**

18. The City Council may go into executive session to discuss the appointment, employment, compensation, discipline, performance, or dismissal of specific employees (5 ILCS 120/2(c)(1)), collective negotiation matters (5 ILCS 120/2(c)(2)), purchase or lease of property (5 ILCS 120/2(c)(5)), sale or lease of property (5 ILCS 120(c)(6)) and pending and/or probable/imminent litigation (including civil and workers' compensation) (5 ILCS 120/2(c)(11)).

18-A. Possible motion to approve Worker's Compensation Settlement

18-B. Possible motion to approve Memorandum of Understanding with Belleville Fire Fighters Association Local No. 53 IAFF

18-C. Possible motion to approve a Memorandum of Understanding with Fraternal Order of Police Lodge 226 – Belleville Police Officers and Sergeants

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,** *See Tracks? Think Train® Week is to be held across the U.S. from September 23 to 29, 2024; and*
- WHEREAS,** *2,192 rail grade crossing collisions resulted in 765 personal injuries and were responsible for 248 fatalities in the United States during 2023; and*
- WHEREAS,** *1,378 pedestrian trespassing casualties have occurred in the United States resulting in 663 pedestrians being killed and another 715 injured while trespassing on railroad property rights of way during 2023; and*
- WHEREAS,** *education and informing the public about rail safety (reminding the public that railroad right of ways are private property, enhancing public awareness of the dangers associated with highway rail grade crossings, ensuring pedestrians and motorists are looking and listening while near railways, and obeying established traffic laws) will reduce the number of avoidable fatalities and injuries caused by incidents involving trains and citizens; and*
- WHEREAS,** *the International Association of Chiefs of Police, National Operation Lifesaver Inc., United States Department of Transportation, and all local, state, county, and railroad law enforcement officers, first responders, and railroad corporations commit to partnering together in an effort to educate at a national level all aspects of railroad safety, to enforce applicable laws in support of National See Tracks? Think Train® Week.*

NOW, THEREFORE, I, Patty Gregory, Mayor of the City of Belleville, Illinois do hereby proclaim **September 23rd to 29th, 2024**, as **National See Tracks? Think Train® Week** and I encourage all citizens to recognize the importance of rail safety education.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Belleville to be affixed, this 16th day of September 2024.

Pride in the Past . . . Promise for the Future

Patty Gregory
Patty Gregory, Mayor
Dated this 16th day of September 2024



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

Excused: Alderperson Eros, Alderperson Sullivan.

ROLL CALL DEPARTMENT HEADS

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

PLEDGE

PUBLIC HEARING

None.

PUBLIC PARTICIPATION

Rick Brown: 624 South Pennsylvania Avenue. I think you have a little problem, and it seems to be around the Zoning Board and the Zoning Board of Appeals. You know, when you guys vote on Ordinances that come through the Zoning Board of Appeals, you are going to be voting on one tonight, you don't know what is in it, you have no idea. You don't even have any idea from your packets because you don't have the minutes of that meeting. You have no idea, and you don't have the audio of that meeting. Let me give you an example; on November 6, 2023 you guys passed an Ordinance here that Mr. Cross said, oh this is just clean up, that is all it is, because somebody asked a question, you can go back and refer to the tape. You know what was really in there? It was a big screw up, and that is what you guys voted to fix, and the big screw up was the City never had the authority to demolish the buildings that were retroactively rezoned all those years ago when you got rid of the apartments and the duplexes and told them they had to demolish them if they were vacant for twelve months or eighteen months in a three year period. Also, you had to convert them to a single-family dwelling. Real easy to do, a fourplex to a single-family dwelling, yeah, it don't work. Well guess what? Even when you listen to the minutes of that Zoning Board of Appeals meeting, there is nothing in there, it is crickets. You listen to the audio, then you find out what really happened. They changed "may" to "shall." That means that all of the demolitions that you did, that were on properties that were retroactively rezoned, was done illegally, because there was no governing authority, no Ordinance to do it. You guys got a big problem. So that means that probably for two years from the November 6th, statute of limitations, ah un, that is where it starts. For anybody that wants to sue

this City for demolishing or taking a house when they didn't have an Ordinance to do it. You guys, I come up here and you listen to me, and I aim at you guys but, who is writing these Ordinances? It is not you. It's back here and I think that when Cliff tells you that this is just something that has to be done because it is just house cleaning, it is lying.

Stewart Lannert: 329 South 29th Street. I got a few things to read, and I would like to get them done. North Charles gunfight two drug sellers fired forty or fifty shots and bullets were going into people's houses. Perps got no jail time but twenty months' probation. Several kids have been killed by stray bullets in Belleville. My lawyer says I - - -

Mayor Gregory: Stewart, we are sticking with the agenda this evening, so these are maybe something you need to talk to the Police Department.

Stewart Lannert: My lawyer says I am the most hated person in Belleville. I never shot or physically hurt anyone, maybe I talk to much and many people don't like what I say, maybe people hate President Trump also, I feel honored to be in the same category. When I was in court trying to get my bond reduced from \$1 million to \$500,000 the Judge was holding up a letter he said I sent to Court and he was so mad he was shaking and the other hand he held up a picture, I don't know where he got it, but it was a picture of some gun he said, he acted - - -

Mayor Gregory: Stewart, I would like to remind you that there is noting about Donald Trump on the City agenda, and we need to stop.

Stewart Lannert: Yeah, well there were two Nazis were in here just a couple of weeks ago they didn't, there was nothing about Palestine and Isreal - - -

Mayor Gregory: That is not on the agenda.

Stewart Lannert: I know that but, you let them rattle on 10-15 minutes a piece.

Mayor Gregory: But you know what? We are, those are not on the agenda this evening, so if you have more things to say that are developed on the agenda, or other City business, things that you are bringing up or maybe things you need to talk to the Police Department about. So that would be great.

Stewart Lannert: I filed a complaint against the Police Department on the seventh of last month and I still have not heard back from them. Nobody ever answers their phone up there except for the dispatch and I am just wondering why on the agenda everything on that agenda has already been decided and what do I know about anything that is on that agenda.

Mayor Gregory: Well, you have a copy of the agenda in the back and things are decided at the City Council meeting. That is what we are here for and once again what you are doing, what you are discussing is not on the agenda, therefore - - -

Stewart Lannert: Why don't you just say you don't want public participation.

Mayor Gregory: Nope, I am just following Roberts Rules of Order. You can sit down and thank you so much for comments.

Lillian Schneider: 219 Kansas Avenue. I would like to read a little post that the other Alderman and I have on our Ward 1 Facebook page. Please help us help you. Alderperson Schneider and I are out replacing EPA stickers on the sewer inlets in the Ward. We are finding many clogged inlets, many with yard debris, please insure that you are not blowing leaves and grass into the streets, and this is ultimately ending up clogging the sewer drains and then floods during the heavy rains. Thank you for helping us keep Ward 1 a great place to live. There is an Ordinance 158.016 no in streets, no person shall dispose of any snow, leaves, or grass from private property by transferring such snow, leaves, grass to the streets of the City. It

is an Ordinance and if you seen what I have seen the past week trying to put these stickers on the drain inlets, and we all wonder why our streets clog. We had taken, I am not exaggerating I have pictures, this deep, you didn't even see the cover where it goes over the inlet in, and it was all leaves and grass clippings and that and we wonder why our streets clog and our sewer bills go up? Well, if we could help one another help our City look pretty again and keep it looking nice is I guess what I am trying to say.

Mayor Gregory: That is a good message for every Ward to be looking out for the drains and clogging.

PRESENTATIONS, RECOGNITIONS & APPOINTMENTS

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

APPROVAL OF MINUTES

Aldersperson Stiehl made a motion second by Aldersperson Schaefer to approve the City Council Meeting Minutes and Executive Session Minutes of August 19, 2024.

All members voted aye.

Motion carries.

CLAIMS, PAYROLL AND DISBURSEMENTS

Aldersperson Whitaker made a motion second by Aldersperson Schaefer to approve claims and disbursements in the amount of **\$,2581,708.66** and payroll in the amount of **\$1,010,314.24**.

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

Motion carries.

REPORTS

Aldersperson Rothweiler made a motion second by Aldersperson Ferguson to approve the Treasurer's Report and Statement of Cash and Investments Report – July 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 Randle made the following motions second by Aldersperson Ferguson

Motion to approve an Intergovernmental Agreement with Village of Swansea and Signal Hill Fire Protection District for subscription services with Omnigo Software LLC for the ITI-CAD ESO Interface

Motion to approve the Special Use Permit for ownership interest Ordinance 8985-2021 to Frances Brennan located at 7307 Old St Louis Road

Motion to approve a four(4) month extension to the Amended Development Agreement with Blounts & Moore Holdings LLC for the acquisition and remodeling of 7300 Twin Pyramid Parkway

Motion to approve Facility Use Agreement form for arts/festival use of 30 Public Square with future approvals of downtown events.

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

Motion carries.

STREETS & GRADES

Aldersperson Randle made the following motions second by Aldersperson Dintelman:

Motion to modify Oates Associates existing Work Order 32 for Highland Area Streets to include Construction Administration and Full-Time Construction Observation for contract total of \$122,900.00 (ARPA Funds)

Motion to approve a contract with Electrico, Inc. to relocate the light pole to eliminate ADA issue (19 Public Square) in the amount of \$28,715.38 (MFT Funds)

Motion to enter into an agreement with Kaskaskia Engineering Group not to exceed \$8,000.00 to provide documentation for the ITEP Grant for West Main 12th –17th Streetscape (TIF 3 Funds)

Motion to approve the addition of 3 streetlights at the estimated monthly fee of \$6.60 for each light (313 Dutch Hollow Road, 7201 W Main Street and 300 South 10th Street) (General Funds)

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

Motion carries.

PARKS BOARD

Aldersperson Randle made a motion second by Aldersperson Rothweiler to table a Facility Use Agreement with Little Knights Football Club for non-exclusive use of Jaycees Park (750 West H St) for an annual amount of \$2000.00 through June 30, 2028

All members present voted aye.

Motion carries.

ZONING BOARD OF APPEALS

39-JUL24 – MATHEW MARLEN – WESTERN SEVEN TREES LAND TRUST: Request for a Map Amendment to rezone the property commonly known as 7008 West Main Street (07-01.0-415-006) from “C-1” Light Commercial District to “C-2” Heavy Commercial District (Applicable section of the Zoning Code: 162.590) Ward 8. *Zoning Board of Appeals recommended APPROVAL with a vote of 6-0.*

40-JUL24 AVENUE REALTY ASSOC.: Request for a Sign Installation Permit in the Area of Special Control at 121 South Illinois Street (08-21.0-449-020) located in a “C-2” Heavy Commercial District. (Applicable sections of the City Code: 155.052, 155.053, 155.090) Ward 5. *Zoning Board of Appeals recommended APPROVAL with a vote of 6-0.*

41-JUL24 SWEET TEA MAE, LLC: Request for a Sign Installation Permit in the Area of Special Control at 28 East Main Street (08-21.0-445-021) located in a “C-2” Heavy Commercial District. (Applicable sections of the City Code: 155.052, 155.053, 155.090) Ward 6. *Zoning Board of Appeals recommended APPROVAL with a vote of 6-0.*

43-AUG24 UNITED INK / TIM MIESNER: Request for a Sign Installation Permit in the Area of Special Control at 13 East Main Street (08-22.0-333-027) located in a “C-2” Heavy Commercial District. (Applicable sections of the City Code: 155.052, 155.053, 155.090) Ward 2. *Zoning Board of Appeals recommended APPROVAL with a vote of 6-0.*

45-AUG24 – CITY OF BELLEVILLE ZONING CODE AMENDMENTS: Request for amendments of Title XV (Land Usage) of the Revised Ordinances of the City of Belleville, Illinois, Section 162.006 “DEFINITIONS” and Section 162.570 “VARIANCES”. *Zoning Board of Appeals recommended APPROVAL with a vote of 6-0.*

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

All members present voted aye.

Motion carries.

42-AUG24 – TACTICAL TOWING & RECOVERY: Request for a Use Variance to allow for accessory temporary outdoor storage of towed vehicles at the property commonly known as 600 Rear Lebanon Avenue (08-22.0-105-015) in a “C-2” Heavy Commercial District. (Applicable sections of the Zoning Code: 162.247, 162.570) Ward 1. *Zoning Board of Appeals recommended APPROVAL with a vote of 6-0.*

Aldersperson Whitaker made a motion second by Aldersperson Schneider to approve the request with an amendment to require privacy material on all fencing present on property.

Aldersperson Randle: I would like to know what the definition of temporary is.

Director of Economic Development, Planning & Zoning, Clifford Cross: I’m sorry did I hear that definition of temporary? When we talked about this when you have tow yards, tow yards are permitted by right or an actual towing company is permitted by right in that underlying zoning district. Unfortunately, when that Ordinance was written years ago, it was the old school of thought that you only had your truck

there and your office there. You went out and picked up a vehicle and then you took it to a salvage yard or wherever it may be. My understanding is the applicant tows various vehicles for various reasons. You're towing for the Police, you're towing for mechanical issues, sometimes they have to be on there for a period of time but, a majority of them I believe it was indicated that it is no longer than a month, I think there is one example of a vehicle that might be there now three to four months but that is very rare and depends upon whether it is part of an investigation or whatever it may be. So, the short answer is, Alderman Randle, I don't know if a temporary timeframe was put on there but, this was we wanted to clearly indicate that this is for temporary storage, and it cannot become a salvage yard. When you talk about salvage yards or junk yards they are defined in our Ordinance as three or more un-operational vehicles and are only permitted in the Heavy Industrial Zoning Districts. Think the verbiage was really put in there so it is made very clear to the applicant that if we feel that they exceed that or it becomes a salvage yard or a junk yard we can go back and remind them that in this Ordinance this identifies this as temporary storage only, no parting of the vehicles and so forth.

Alderman Randle: So, what you are telling me is that we don't have it defined as whether it is thirty days, sixty days, ninety days - - -

Director of Economic Development, Planning & Zoning, Clifford Cross: We do not.

Alderman Whitaker: That was a conversation that we had at the Zoning Board and the problem that the applicant had was setting a definitive date, he gave an example that he currently has a vehicle that has been there four months, that is a Police Department tow, that is on an investigative hold that cannot be released to the owner. It was impossible to set a definitive at thirty days it has to be moved and so forth.

Director of Economic Development, Planning & Zoning, Clifford Cross: And the beauty of the SUP or a Use Variance when you have that it is adopted via this ordinance, if we feel like that it is there is a situation where now it is becoming a salvage yard, we still have the ability to enforce that in compliance with our Zoning Code. I think it became very difficult to define a timeframe for each individual vehicle because quite honestly, that becomes a policing nightmare for the Zoning staff as well to document how long this vehicle has been here, why is this vehicle here and I think the applicant made a very strong case indicating that they do a pretty good job of policing themselves and I think the Zoning Board of Appeals felt like they were comfortable with that and without putting an exact timeframe on each and every vehicle that is towed to the facility.

All members present voted aye.

Motion carries.

COMMUNICATIONS

VIOLENCE PREVENTION OF SW IL - OCTOBER 2024

Request from Violence Prevention Center of SW IL to place purple ribbons for domestic violence awareness month in October on streetlight poles – Downtown Belleville

HARVEST FESTIVAL – 09/28/2024

Request from LongStory Coffee and Belleville Heart Garden to host the Harvest Festival, Saturday, September 28, 2024, 5:30pm to 8:30pm. Street closure request: South High Street north of RR tracks to

north of East Grant Street, East Grant Street from South High to alley, 3:00pm to 9:00pm. Additional City services: “No Parking” signage, trash toters and stage

WITCHES BREW – 10/17/2024

Request from Down the Hall Homebrew to use Paderborn Square during Witches Walk, Thursday, October 17, 2024, 4:00pm to 9:00pm

LEARN TO HOMEBREW DAY – 11/02/2024

Request from Down the Hall Homebrew to host Learn to Homebrew Day using Paderborn Square, Saturday, November 2, 2024, 9:00am to 5:00pm

GEAR JAMMERS CAR SHOW – 09/08/2024

Request from Belleville Gear Jammers to host their Car Show, Sunday, September 8, 2024, 9:00am to 4:00pm at Danny’s Irish Pub. City services: barricades.

Alderson Rothweiler made a motion second by Alderson Schaefer to approve the Communications as read.

All members present voted aye.

Motion carries.

PETITIONS

None.

RESOLUTIONS

Alderson Randle made a motion second by Alderson Schaefer to read Resolution 3519 by Title Only.

All members present voted aye.

Motion carries.

RESOLUTION 3519

A Resolution of Support for the City of Belleville 2024 Illinois Transportation Enhancement Program (ITEP) Funding Application for the West Main Streetscape Project (12th to 17th)

Alderson Randle made a motion second by Alderson Duco to approve Resolution 3519 as read.

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

Motion carries.

ORDINANCES

Alderson Stiehl made a motion second by Alderson Schaefer to read Ordinances 9308, 9309, 9310, 9311, 9312, 9313, and 9314 by title only and as a group.

All members present voted aye.

Motion carries.

ORDINANCE 9308-2024

A ZONING ORDINANCE IN RE CASE #39-JUL24-Mathew Marlen – Western Seven Trees Land Trust

ORDINANCE 9309-2024

A ZONING ORDINANCE IN RE CASE #40-JUL24-Avenue Realty Assoc

ORDINANCE 9310-2024

A ZONING ORDINANCE IN RE CASE #41-JUL24-Sweet Tea Mae, LLC

ORDINANCE 9311-2024

A ZONING ORDINANCE IN RE CASE #42-AUG24-Tactical Towing & Recovery

ORDINANCE 9312-2024

A ZONING ORDINANCE IN RE CASE #43-AUG24-United Ink –Tim Miesner

ORDINANCE 9313-2024

A ZONING ORDINANCE IN RE CASE #45-AUG24-City of Belleville Zoning Code Amendment

ORDINANCE 9314-2024

A ZONING ORDINANCE IN RE CASE #47-AUG21-Frances Brennan

Aldersperson Whitaker made a motion second by Aldersperson Ferguson to approve Ordinances 9308, 9309, 9310, 9311, 9312, 9313, and 9314 as read.

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

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 **\$164,159.66**.

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

Motion carries.

EXECUTIVE SESSION

None.

ADJOURNMENT

Aldersperson Randle made a motion second by Aldersperson Schneider to adjourn at 7:30 p.m.

All members present voted aye.

Motion carries.

Jennifer Gain Meyer, City Clerk

**CITY OF BELLEVILLE PAYMENT SUMMARY
COUNCIL MEETING - SEPTEMBER 16, 2024**

GENERAL FUND

00 - Revenue	\$162,597.09
50 - Administration	\$201,915.80
51 - Police	\$32,800.37
52 - Fire	\$30,769.50
53 - Streets	\$14,875.21
54 - Parks	\$9,029.94
55 - Cemetery	\$792.38
56 - Hlth/Sanitation	\$165,228.20
61 - Health & Housing	\$3,276.86
62 - Economic Dev, Planning & Zoning	\$284.79
82 - Mayor	\$134.33
83 - Finance	\$11.09
84 - Human Resources	\$1,131.97
85 - Clerk	\$210.00
87 - Maintenance	\$12,162.83
88 - Engineering	\$495.45
GENERAL FUND TOTAL	<u>\$635,715.81</u>

SEWER OPERATIONS

75 - Collections	\$45,462.18
77 - Lines	\$19,070.89
78 - Plant	\$60,051.96
SEWER TOTAL	<u>\$124,585.03</u>

04 - Library	\$1,249.45
07 - Park/Rec	\$28,511.33
12 - General & Community Assistance	\$3,160.72
13 - Motor Fuel Tax Fund	\$6,404.95
15 - Tort Liability Fund	\$2,000.00
20 - Campus Fund	\$29,002.00
22 - Sewer Repair & Replacement	\$9,959.07
24 - Sewer Const.	\$2,502.15
25 - Sewer Bond & Interest	\$106,265.15
30 - SSA	\$198.28
38 - TIF 3	\$25,815.02
44 - Belleville Illinois Tourism	\$127.10
58 - TIF 16 Route 15 West Corridor	\$5,208.09
71 - Police Trust	\$8,175.00
72 - Narcotics	\$2,900.58
77 - TIF 19 Frank Scott Parkway	\$67,294.96

ALL FUNDS TOTAL	<u><u>\$1,059,074.69</u></u>
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VENDOR #	NAME	DEPT.	AMOUNT
=====			
21	SEWER OPERATION & MAINTENANCE		
	SEWER COLLECTION		
CL062	CLUNEY, MONIKA	21-75	778.08
EA029	EARLAND, KENA	21-75	1,910.97
HE112	HEIDBREder, HEIDI	21-75	37.87
JO111	JONES, CHERYL	21-75	22.98
MC129	MCMILLIAN, PATRICIA	21-75	1,578.29
SA100	SANDY, JOSEPH	21-75	25.78
WI174	WILLIAMSBURG IL	21-75	11,181.93
	**TOTAL SEWER COLLECTION		----- 15,535.90
	21 SEWER OPERATION & MAINTENANCE	GRAND TOTAL	15,535.90
	GRAND TOTAL FOR ALL FUNDS:		15,535.90
	TOTAL FOR REGULAR CHECKS:		15,535.90

DATE: 09/16/24

VENDOR #	NAME	DEPT.	AMOUNT
=====			
01 GENERAL FUND			
JE029	JELKS, JANNIA	01-00	500.00
OF010	O'FALLON HARDWARE, LLC, NP PROPER	01-00	2,448.64
SO050	SONOMA CAP RE FUND II, LLC	01-00	2,375.10
ST240	STANLEY, DEMETRIUS	01-00	50.00
UM001	UMB BANK - CORPORATE TRUST	01-00	157,223.35
	**TOTAL		162,597.09
ADMINISTRATION			
3119	COMPUTYPE IT SOLUTIONS	01-50	2,553.60
3153	SCI ENGINEERING, INC	01-50	1,528.30
402	EGYPTIAN WORKSPACE PARTNERS	01-50	50.50
6837	TOWN & COUNTRY TITLE COMPANY	01-50	175.00
850	REJIS COMMISSION	01-50	34.00
BR165	BRITE SPACE STUDIO, P.C.	01-50	1,000.00
BU079	BUSEY BANK	01-50	538.76
CD003	SHRED-IT USA LLC	01-50	355.37
CH030	CHARTER COMMUNICATIONS	01-50	275.18
CO139	CONSTELLATION NEW ENERGY, INC	01-50	10,713.53
DM001	DMS CONTRACTING INC	01-50	173,196.75
GR082	GREATAMERICA FINANCIAL SVCS.	01-50	150.00
MA181	MANSFIELD POWER AND GAS, LLC	01-50	198.65
SC037	SCHULTE, NANCY	01-50	5.20
TM004	T-MOBILE	01-50	202.66
UM001	UMB BANK - CORPORATE TRUST	01-50	10,938.30
	**TOTAL ADMINISTRATION		201,915.80
POLICE DEPARTMENT			
3119	COMPUTYPE IT SOLUTIONS	01-51	727.00
365	WIRELESS USA	01-51	93.50
3728	DOBBS AUTO CENTERS, INC.	01-51	314.04
4902	AT & T	01-51	102.30
515	HOME-BRITE ACE HARDWARE	01-51	87.92
6122	VERIZON WIRELESS	01-51	1,902.39
657	LEON UNIFORM COMPANY, INC.	01-51	1,053.00
926	SECRETARY OF STATE	01-51	8.00
AL041	ALL IN SHIPPING	01-51	24.67
AM063	AMAZON BUSINESS	01-51	417.00
BU079	BUSEY BANK	01-51	3,420.17
CH030	CHARTER COMMUNICATIONS	01-51	244.32
CI043	CINTAS CORP - UNIFORMS	01-51	37.93
ED034	ED MORSE FORD	01-51	861.71
FA026	FACTORY MOTOR PARTS CO	01-51	136.68
HU069	HUELS OIL COMPANY	01-51	19,182.69
MC125	MCKAY AUTO PARTS BELLEVILLE	01-51	72.00-
MI116	MIDWEST AUTO GLASS, INC	01-51	450.00
OR001	O'REILLY AUTO PARTS	01-51	194.32
PE008	PETTY CASH - POLICE DEPT	01-51	236.79
ST090	ST CLAIR COUNTY 9-1-1 ETSB	01-51	125.00

VENDOR #	NAME	DEPT.	AMOUNT
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01 GENERAL FUND

POLICE DEPARTMENT

TM004	T-MOBILE	01-51	2,102.80
UL005	ULINE	01-51	712.64
UN049	UNITED INK	01-51	250.00
UT001	UTILITRA	01-51	187.50

**TOTAL POLICE DEPARTMENT 32,800.37

FIRE DEPARTMENT

182	BANNER FIRE EQUIPMENT INC	01-52	384.00
3445	DAVE SCHMIDT TRUCK SERVICE	01-52	2,996.96
393	DUTCH HOLLOW JANITORIAL SUPPLIES	01-52	623.80
515	HOME-BRITE ACE HARDWARE	01-52	162.36
5205	PASS SECURITY	01-52	93.00
6354	AUTO ACCENTS	01-52	150.00
696	MECKFESSEL TIRE CO.	01-52	151.03
726	CLEAN UNIFORM COMPANY	01-52	175.99
834	QUALITY RENTAL CENTER	01-52	192.57
AL041	ALL IN SHIPPING	01-52	48.41
AM063	AMAZON BUSINESS	01-52	758.04
BF001	B & F CONSTRUCTION CODE SERVICES,	01-52	420.00
BU079	BUSEY BANK	01-52	5,440.19
CD003	SHRED-IT USA LLC	01-52	52.59
CH030	CHARTER COMMUNICATIONS	01-52	449.94
CO051	CONTEMPORARY LIFE SAVING TRAINING	01-52	325.00
CO204	CONTROLLED ENVIRONMENT PRODUCTS	01-52	112.06
DI050	DINGES PARTNERS GROUP LLC	01-52	586.87
HU069	HUELS OIL COMPANY	01-52	2,561.40
MA114	MAHONEY, RYAN	01-52	72.90
MO106	MOTOROLA SOLUTIONS, INC	01-52	13,771.86
OR001	O'REILLY AUTO PARTS	01-52	243.48
TA048	TASK FORCE TIPS	01-52	295.93
TM004	T-MOBILE	01-52	561.93
TR035	TRACTOR SUPPLY CREDIT PLAN	01-52	89.95
UP000	UPS STORE, THE	01-52	49.24

**TOTAL FIRE DEPARTMENT 30,769.50

STREETS

2384	HOMETOWN ACE HARDWARE	01-53	4.99
277	CAMPER EXCHANGE, INC.	01-53	181.81
402	EGYPTIAN WORKSPACE PARTNERS	01-53	29.69
413	ERB TURF EQUIPMENT, INC.	01-53	319.90
4902	AT & T	01-53	107.99
515	HOME-BRITE ACE HARDWARE	01-53	85.87
CD003	SHRED-IT USA LLC	01-53	6.55
CH030	CHARTER COMMUNICATIONS	01-53	191.50
CI043	CINTAS CORP - UNIFORMS	01-53	1,773.68
DD002	D&D TIRE SERVICE LLC	01-53	1,110.00
EQ003	EQUIPMENTSHARE.COM, INC	01-53	210.00

VENDOR #	NAME	DEPT.	AMOUNT
=====			
01 GENERAL FUND			
STREETS			
HU069	HUELS OIL COMPANY	01-53	7,574.07
MC125	MCKAY AUTO PARTS BELLEVILLE	01-53	640.38
SU032	SUNBELT RENTALS, INC	01-53	363.85
TM004	T-MOBILE	01-53	119.46
TR035	TRACTOR SUPPLY CREDIT PLAN	01-53	355.77
WH062	WHITE CAP, LP	01-53	1,799.70

**TOTAL STREETS			14,875.21
PARKS DEPARTMENT			
1324	BELLEVILLE FENCE CO.	01-54	13.50
272	MISSELHORN, BENJAMIN	01-54	20.81
393	DUTCH HOLLOW JANITORIAL SUPPLIES	01-54	246.29
4902	AT & T	01-54	311.89
515	HOME-BRITE ACE HARDWARE	01-54	336.60
5681	PIONEER ATHLETICS	01-54	453.41
7678	SHILOH VALLEY EQUIPMENT CO	01-54	50.86
AT012	AT & T MOBILITY	01-54	16.80
CH030	CHARTER COMMUNICATIONS	01-54	119.98
CI043	CINTAS CORP - UNIFORMS	01-54	308.31
CO139	CONSTELLATION NEW ENERGY, INC	01-54	1,989.94
CU017	CULLIGAN/SCHAEFER WATER CENTERS	01-54	50.70
FR014	FROST ELECTRIC SUPPLY CO	01-54	688.32
HU069	HUELS OIL COMPANY	01-54	4,125.14
MI009	MIDWEST INDUSTRIAL SUPPLIES & SER	01-54	88.32
OR001	O'REILLY AUTO PARTS	01-54	72.34
TM004	T-MOBILE	01-54	136.73

**TOTAL PARKS DEPARTMENT			9,029.94
CEMETERY DEPARTMENT			
500	HARTMANN TURF & TRACTOR	01-55	180.32
AM063	AMAZON BUSINESS	01-55	279.92
CI043	CINTAS CORP - UNIFORMS	01-55	257.01
TM004	T-MOBILE	01-55	75.13

**TOTAL CEMETERY DEPARTMENT			792.38
HEALTH & SANITATION			
3445	DAVE SCHMIDT TRUCK SERVICE	01-56	6,674.76
402	EGYPTIAN WORKSPACE PARTNERS	01-56	50.50
486	HANK'S EXCAVATING & LANDSCAPING,	01-56	970.61
515	HOME-BRITE ACE HARDWARE	01-56	32.98
661	LIESE LUMBER CO., INC.	01-56	338.50
884	ST CLAIR COUNTY RECORDER OF DEEDS	01-56	1,320.00
BA040	BANK OF BELLEVILLE	01-56	49,416.72
BE128	BECKER, GREG	01-56	259.99
CI043	CINTAS CORP - UNIFORMS	01-56	1,037.12
CO073	COTTONWOOD HILLS RDF	01-56	49,544.32

VENDOR #	NAME	DEPT.	AMOUNT
=====			
01	GENERAL FUND		
HEALTH & SANITATION			
DE018	DELTA GASES, INC	01-56	465.58
EQ003	EQUIPMENTSHARE.COM, INC	01-56	210.00
GO005	GOODALL TRUCK TESTING	01-56	41.00
HU069	HUELS OIL COMPANY	01-56	16,491.76
ME075	MENKHAUS, STEPHEN A	01-56	299.98
MI009	MIDWEST INDUSTRIAL SUPPLIES & SER	01-56	732.50
MI091	MINTON OUTDOOR SERVICES INC	01-56	1,393.92
OT003	DURAMAX HOLDINGS LLC	01-56	28,988.00
ST043	ST LOUIS COMPOSTING INC	01-56	5,771.30
TM004	T-MOBILE	01-56	88.66
UN049	UNITED INK	01-56	1,100.00
**TOTAL HEALTH & SANITATION			165,228.20
HEALTH & HOUSING			
402	EGYPTIAN WORKSPACE PARTNERS	01-61	92.50
515	HOME-BRITE ACE HARDWARE	01-61	25.99
989	STEIN AUTOMOTIVE. INC	01-61	81.08
AM063	AMAZON BUSINESS	01-61	322.95
HU069	HUELS OIL COMPANY	01-61	1,850.32
MA147	MARXAM LLC	01-61	30.00
TM004	T-MOBILE	01-61	874.02
**TOTAL HEALTH & HOUSING			3,276.86
ECONOMIC DEV, PLANNING & ZONING			
HU069	HUELS OIL COMPANY	01-62	59.90
MC118	MCCLATCHY COMPANY LLC	01-62	180.56
TM004	T-MOBILE	01-62	44.33
**TOTAL ECONOMIC DEV, PLANNING & ZONING			284.79
MAYOR			
BU079	BUSEY BANK	01-82	90.00
TM004	T-MOBILE	01-82	44.33
**TOTAL MAYOR			134.33
FINANCE			
OD007	ODP BUSINESS SOLUTIONS, LLC	01-83	11.09
**TOTAL FINANCE			11.09
HUMAN RESOURCES/COMMUNITY DEV			
AP006	APEX PHYSICAL THERAPY LLC	01-84	344.00
BU079	BUSEY BANK	01-84	690.11
CD003	SHRED-IT USA LLC	01-84	53.53
TM004	T-MOBILE	01-84	44.33
**TOTAL HUMAN RESOURCES/COMMUNITY DEV			1,131.97

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VENDOR #	NAME	DEPT.	AMOUNT
=====			
01	GENERAL FUND		
	HUMAN RESOURCES/COMMUNITY DEV CLERKS		
FR042	FREEBURG PRINTING & PUBLISHING, I01-85		210.00
	**TOTAL CLERKS		----- 210.00
	MAINTENANCE		
214	BELLEVILLE SUPPLY COMPANY	01-87	110.70
393	DUTCH HOLLOW JANITORIAL SUPPLIES	01-87	1,033.25
515	HOME-BRITE ACE HARDWARE	01-87	166.35
5205	PASS SECURITY	01-87	132.00
661	LIESE LUMBER CO., INC.	01-87	267.46
726	CLEAN UNIFORM COMPANY	01-87	118.30
989	STEIN AUTOMOTIVE. INC	01-87	105.08
BU079	BUSEY BANK	01-87	14.95
HU069	HUELS OIL COMPANY	01-87	483.60
LO010	LOWE'S	01-87	905.35
MI046	MIDWEST PLUMBING & BACKFLOW LLC	01-87	7,725.20
MI078	MIDWEST ELEVATOR CO., INC	01-87	405.94
TE006	TECH ELECTRONICS	01-87	348.00
TM004	T-MOBILE	01-87	221.65
UT001	UTILITRA	01-87	125.00
	**TOTAL MAINTENANCE		----- 12,162.83
	ENGINEERING		
BU079	BUSEY BANK	01-88	54.04
HU069	HUELS OIL COMPANY	01-88	41.88
MC118	MCCLATCHY COMPANY LLC	01-88	355.20
TM004	T-MOBILE	01-88	44.33
	**TOTAL ENGINEERING		----- 495.45
01	GENERAL FUND	GRAND TOTAL	635,715.81

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VENDOR #	NAME	DEPT.	AMOUNT
=====			
04	LIBRARY		
4902	AT & T	04-00	108.02
551	ILLINOIS AMERICAN WATER	04-00	49.28
CH030	CHARTER COMMUNICATIONS	04-00	254.97
CO139	CONSTELLATION NEW ENERGY, INC	04-00	835.65
MA181	MANSFIELD POWER AND GAS, LLC	04-00	1.53
	**TOTAL		----- 1,249.45
	04 LIBRARY	GRAND TOTAL	1,249.45

VENDOR #	NAME	DEPT.	AMOUNT
=====			
07 PLAYGROUND AND RECREATION			
201	BELLEVILLE BOWLING & SPORTS SHOP	07-00	80.00
3119	COMPUTYPE IT SOLUTIONS	07-00	30.00
4902	AT & T	07-00	92.91
5565	CITIZENS PARK UMPIRE ASSOCIATION	07-00	3,960.00
8092	DA-COM CORPORATION	07-00	60.00
AM063	AMAZON BUSINESS	07-00	108.26
BU079	BUSEY BANK	07-00	4,518.87
CD003	SHRED-IT USA LLC	07-00	50.09
CO139	CONSTELLATION NEW ENERGY, INC	07-00	617.97
EL027	ELITE FT	07-00	11,163.60
MA147	MARXAM LLC	07-00	30.00
MA181	MANSFIELD POWER AND GAS, LLC	07-00	11.75
NA052	NAPOLI, JOEY	07-00	1,365.00
RC004	RCX SPORTS LLC	07-00	4,860.00
RH004	RHODES, DARREN	07-00	1,360.00
ST230	STAPLES	07-00	114.22
TM004	T-MOBILE	07-00	88.66
	**TOTAL		28,511.33

07 PLAYGROUND AND RECREATION	GRAND TOTAL		28,511.33

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VENDOR #	NAME	DEPT.	AMOUNT
=====			
12	GENERAL & COMMUNITY ASSISTANCE		
BU079	BUSEY BANK	12-00	3,117.47
CD003	SHRED-IT USA LLC	12-00	6.55
CU017	CULLIGAN/SCHAEFER WATER CENTERS	12-00	36.70
	**TOTAL		----- 3,160.72
12	GENERAL & COMMUNITY ASSISTANCE	GRAND TOTAL	3,160.72

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VENDOR #	NAME	DEPT.	AMOUNT
=====			
13	MOTOR FUEL TAX FUND		
CH058	CHRIST BROS. PRODUCTS LLC	13-00	2,616.60
EN030	ENERGY CULVERT COMPANY	13-00	3,788.35
	**TOTAL		----- 6,404.95
	13 MOTOR FUEL TAX FUND	GRAND TOTAL	6,404.95

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VENDOR #	NAME	DEPT.	AMOUNT
=====			
20	CAMPUS FUND		
2102	AMEREN ILLINOIS	20-00	2,989.27
2374	O'FALLON ELECTRIC COMPANY	20-00	1,400.00
515	HOME-BRITE ACE HARDWARE	20-00	35.16
551	ILLINOIS AMERICAN WATER	20-00	2,845.68
AM063	AMAZON BUSINESS	20-00	117.93
BA126	BAER HEATING & COOLING, INC	20-00	18,533.00
JO104	JOHNSON CONTROLS FIRE PROTECTION	20-00	120.42
MA181	MANSFIELD POWER AND GAS, LLC	20-00	2,740.56
SP055	SPECTRUM ENTERPRISE	20-00	219.98
	**TOTAL		----- 29,002.00
20	CAMPUS FUND	GRAND TOTAL	29,002.00

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

21 SEWER OPERATION & MAINTENANCE

SEWER COLLECTION

884	ST CLAIR COUNTY RECORDER OF DEEDS	21-75	495.00
AM007	AMERICAN WATER	21-75	4,599.27
IN021	INPUT TECHNOLOGY, INC	21-75	6,655.69
PA076	PAYMENT SERVICE NETWORK, INC	21-75	776.85
ST013	STOOKEY TOWNSHIP	21-75	17,399.47
**TOTAL SEWER COLLECTION			29,926.28

SEWER LINES

272	MISSELHORN, BENJAMIN	21-77	40.00
4578	SCHULTE SUPPLY	21-77	398.84
696	MECKFESSEL TIRE CO.	21-77	775.14
7591	HD SUPPLY, INC	21-77	729.06
CI043	CINTAS CORP - UNIFORMS	21-77	129.42
CL019	C & L BACKHOE	21-77	16,325.50
GO005	GOODALL TRUCK TESTING	21-77	122.00
GO033	GODT, JAY	21-77	240.62
TM004	T-MOBILE	21-77	310.31
**TOTAL SEWER LINES			19,070.89

SEWER PLANT

1949	CRESCENT PARTS & EQUIPMENT	21-78	59.82
214	BELLEVILLE SUPPLY COMPANY	21-78	6.28
2384	HOMETOWN ACE HARDWARE	21-78	18.97
2435	GATEWAY TRUCK & REFRIGERATION	21-78	502.99
4902	AT & T	21-78	512.70
515	HOME-BRITE ACE HARDWARE	21-78	107.10
5205	PASS SECURITY	21-78	2,715.00
5317	GRAINGER, INC.	21-78	66.60
5416	AMERICAN MESSAGING	21-78	168.55
7141	AL'S AUTOMOTIVE SUPPLY, INC.	21-78	28.23
BI028	BI-COUNTY SMALL ENGINE CENTER	21-78	470.97
CD003	SHRED-IT USA LLC	21-78	105.18
CI043	CINTAS CORP - UNIFORMS	21-78	65.15
CO139	CONSTELLATION NEW ENERGY, INC	21-78	30,983.86
DA096	DAVIS, ROBYN	21-78	30.00
GL040	GLOBAL INDUSTRIAL	21-78	731.06
HA143	HAWKINS, INC	21-78	4,022.00
HU069	HUELS OIL COMPANY	21-78	1,969.47
MA181	MANSFIELD POWER AND GAS, LLC	21-78	20.44
QU006	QUILL CORPORATION	21-78	56.93
TM004	T-MOBILE	21-78	544.66
VA001	VANDEVANTER ENGINEERING	21-78	16,866.00
**TOTAL SEWER PLANT			60,051.96

21 SEWER OPERATION & MAINTENANCE GRAND TOTAL 109,049.13

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VENDOR #	NAME	DEPT.	AMOUNT
22	SEWER REPAIR & REPLACEMENT FUND		
419	JOHN FABICK TRACTOR COMPANY	22-00	9,959.07
	**TOTAL		9,959.07
	22 SEWER REPAIR & REPLACEMENT FUND GRAND TOTAL		9,959.07

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VENDOR #	NAME	DEPT.	AMOUNT
=====			
24	SEWER CONSTRUCTION FUND		
G0028	GONZALEZ COMPANIES, LLC	24-00	2,351.19
MC118	MCCLATCHY COMPANY LLC	24-00	150.96
	**TOTAL		----- 2,502.15
	24 SEWER CONSTRUCTION FUND	GRAND TOTAL	2,502.15

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

SYS DATE:09/10/24

CITY OF BELLEVILLE
C L A I M S H E E T
Monday September 16,2024

SYS TIME:16:39
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VENDOR #	NAME	DEPT.	AMOUNT
30	SPECIAL SERVICE AREA		
CO139	CONSTELLATION NEW ENERGY, INC	30-00	198.28
	**TOTAL		198.28
	30 SPECIAL SERVICE AREA	GRAND TOTAL	198.28

SYS DATE:09/10/24

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VENDOR #	NAME	DEPT.	AMOUNT
=====			
38	TIF 3 (CITY OF BELLEVILLE)		
6837	TOWN & COUNTRY TITLE COMPANY	38-00	350.00
BE084	BELLEVILLE AMERICORPS	38-00	15,000.00
EL001	ELECTRICO, INC.	38-00	265.02
UN049	UNITED INK	38-00	50.00
WU010	WUEBBELS PAINTING LLC	38-00	10,150.00
	**TOTAL		----- 25,815.02
	38 TIF 3 (CITY OF BELLEVILLE)	GRAND TOTAL	25,815.02

SYS DATE:09/10/24

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VENDOR #	NAME	DEPT.	AMOUNT
=====			
44	BELLEVILLE ILLINOIS TOURISM		
LI020	LINDAUER, CATHLEEN	44-00	127.10
	**TOTAL		----- 127.10
	44 BELLEVILLE ILLINOIS TOURISM	GRAND TOTAL	127.10

SYS DATE:09/10/24

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VENDOR #	NAME	DEPT.	AMOUNT
=====			
58	TIF 16 (ROUTE 15 WEST CORRIDOR)		
G0028	GONZALEZ COMPANIES, LLC	58-00	5,208.09
	**TOTAL		----- 5,208.09
	58 TIF 16 (ROUTE 15 WEST CORRIDOR) GRAND TOTAL		5,208.09

SYS DATE:09/10/24

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VENDOR #	NAME	DEPT.	AMOUNT
71	POLICE TRUST		
UT001	UTILITRA	71-00	8,175.00
	**TOTAL		8,175.00
	71 POLICE TRUST	GRAND TOTAL	8,175.00

SYS DATE:09/10/24

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VENDOR #	NAME	DEPT.	AMOUNT
72	NARCOTICS		
DE015	DELL MARKETING L.P.	72-00	2,900.58
	**TOTAL		2,900.58
	72 NARCOTICS	GRAND TOTAL	2,900.58

SYS DATE:09/10/24

CITY OF BELLEVILLE
C L A I M S H E E T
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SYS TIME:16:39

DATE: 09/16/24

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VENDOR #	NAME	DEPT.	AMOUNT
=====			
77	TIF 19 (FRANK SCOTT PARKWAY)		
UM001	UMB BANK - CORPORATE TRUST	77-00	67,294.96
	**TOTAL		67,294.96
	77 TIF 19 (FRANK SCOTT PARKWAY)	GRAND TOTAL	67,294.96
	GRAND TOTAL FOR ALL FUNDS:		1,041,538.79
	TOTAL FOR REGULAR CHECKS:		1,031,650.37
	TOTAL FOR DIRECT PAY VENDORS:		9,888.42

PAYROLL BREAKDOWN AS PER G/L DISTRIBUTION REPORT

PAYROLL DATE: 9/6/2024

01 50	ADMINISTRATION	<u>\$14,795.41</u>
01 51	POLICE	<u>\$354,586.50</u>
01 52	FIRE	<u>\$234,113.60</u>
01 53	STREET	<u>\$47,610.22</u>
01 54	PARKS	<u>\$22,707.78</u>
01 55	CEMETERY	<u>\$9,432.52</u>
01 56	SANITATION	<u>\$43,214.42</u>
01 60	LEGAL	<u>\$7,958.98</u>
01 61	HOUSING DEPARTMENT	<u>\$27,713.22</u>
01 62	ECONOMIC DEVELOPMENT & PLANNING	<u>\$11,091.94</u>
01 82	MAYOR	<u>\$7,031.63</u>
01 83	FINANCE	<u>\$8,119.94</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>\$19,723.87</u>
01 88	ENGINEER	<u>\$8,947.90</u>
	TOTAL GENERAL FUND	<u>\$833,882.74</u>
4	LIBRARY	<u>\$34,976.01</u>
7	RECREATION	<u>\$12,041.73</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>\$15,549.79</u>
21 78	SEWER PLANT	<u>\$53,744.50</u>
	TOTAL SEWER DEPARTMENT	<u>\$76,855.90</u>
	Employers' Portion of FICA (06-00-21500) CR	<u>\$39,079.76</u>
	*****TOTAL PAYROLL	<u>\$1,003,602.98</u>

FACILITY USE AGREEMENT

This Facility Use Agreement is entered into by and between the City of Belleville, Illinois (“City”) and Little Knights Football Club, an Illinois non-profit corporation (“Club”).

RECITALS

WHEREAS, the City is an Illinois municipal corporation that owns fields at its Jaycees Park located at 750 West H Street, Belleville, Illinois as depicted on Exhibit A attached hereto and incorporated herein (“Property”);

WHEREAS, the Club is an Illinois non-profit corporation that operates a youth football program in Belleville, St. Clair County, Illinois;

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

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

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

2. Consideration. Upon execution of this Agreement, the Club shall pay the City the sum of Two Thousand Dollars (\$2,000.00) annually, payable on July 1st of each year of the term of this Agreement, payable upon execution of this Agreement.

3. Responsibilities. Concerning its nonexclusive use of the Property, the Club shall provide, at its sole cost and expense, any and all necessary materials/equipment, including but not limited to goalposts, yard-markers and field-lining. Furthermore, the Club shall provide any and all necessary mowing and maintenance, including but not limited to labor, in order to prepare such football fields for practices and games.

4. Term. The term of this Agreement shall be from five (5) years from July 1, 2023 to June 30, 2028, unless terminated sooner as provided herein. Either party may terminate this Agreement with or without cause upon thirty (30) days written notice to the other party. Such “cause” is a breach of this Agreement that is not cured within seven (7) days written notice thereof from the other party. Furthermore,

this Agreement may be renewed for successive five (5) year terms by mutual written agreement of the City and the Club.

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

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

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

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

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

If to the Club : Kelli E. Madigan, Registered Agent
2300 Public Square, Suite 300
Belleville, Illinois 62220

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

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

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

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

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

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

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

In witness whereof, the parties have executed this Agreement on this ____ day of September, 2024.

CITY OF BELLEVILLE, ILLINOIS

LITTLE KNIGHTS FOOTBALL CLUB

By: _____
Patty Gregory
Mayor

By: _____
Deborah Eichholz
Treasurer

Attest: _____
Jennifer Gain Meyer
City Clerk

St Clair County Parcel Map





MEMO

TO: Jenny Meyer – City Clerk
FROM: Randy E. Smith, Sr. - Director *RS*
DATE: September 4, 2024
SUBJECT: Motion for City Council Meeting September 16, 2024

On behalf of the Master Sewer Committee, Alderman Dintelman will make the following motion:

Mayor's approval and signature for the Construction Observation Agreement with Gonzalez Companies for the East Creek Sewer Separation Project for the amount of \$391,500.00.

Thank you.



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

AGREEMENT FOR PROFESSIONAL SERVICES

TO CITY OF BELLEVILLE
 ATTN: RANDY SMITH
 450 ENVIRONMENTAL DRIVE
 BELLEVILLE, IL 62220

DATE July 29, 2024

PROJECT BELLEVILLE – EAST CREEK SEWER SEPARATION CPS
 PROJECT NO. 16-2035.012
 DEPARTMENT Construction Management
 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 BELLEVILLE – EAST CREEK SEWER SEPARATION CONSTRUCTION PHASE SERVICES, which work is hereinafter referred to as the PROJECT.

SECTION 2 SCOPE OF SERVICES

BACKGROUND

The East Creek Sewer Separation project will be constructed to separate sources of stormwater from the City’s wastewater collection system. The work generally includes the construction of about 13,100 feet of 15-inch to 72-inch storm sewer, 2,000 feet of 12-inch and 18-inch sanitary sewer, 153 storm and sanitary structures, two detention ponds, and related work including tree removal, pavement removal, concrete and asphalt pavement patching, sidewalks and ADA ramps, pavement marking, fencing, site restoration, seeding, traffic control, and material testing. ENGINEER will provide construction phase services to the CLIENT to ensure that the Contractor completes the work in accordance with the specifications and plans and provide necessary coordination with the USACE and the Contractor.

TASK 1 – DOCUMENT PRE-CONSTRUCTION SITE CONDITIONS

ENGINEER will utilize an aerial drone to fly over the project area and record video and take pictures of the pre-construction site conditions for the CLIENT. This data could be used in the event that property is damaged, or claimed to be damaged, during the construction of the project.

TASK 2 - CONSTRUCTION LAYOUT & STAKING

The ENGINEER agrees to provide construction staking associated with the PROJECT as requested by the Contractor and/or CLIENT. The scope of the construction layout is assumed to include the following:

1. *Staking Calculations for Surveyed Layout*
2. *Survey Control*
3. *Assisting the contractor of layout of removal items and saw cuts*
4. *Surveyed Layout of Storm Sewer Structures (154 structures)*
5. *Surveyed Layout of Curb & Gutter*
6. *Surveyed Layout of Easement and ROW*
7. *Surveyed Layout of Concrete Channel*
8. *Surveyed Layout of Chainlink Fence*
9. *Assisting the contractor with layout of ADA sidewalk ramps*
10. *Assisting the contractor with layout of Detention Pond Grading*

TASK 3 – PART TIME ONSITE CONSTRUCTION INSPECTION

Provide the services of a Construction Inspector at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. The Construction Inspector will be onsite part-time for approximately 4 hours per day.

The duties and responsibilities of the Construction Inspector (CI) are as follows:

1. *General: The CI is Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding CI's actions. CI's dealings in matters pertaining to the Contractor's work in progress shall in general be with Engineer and Contractor. CI's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. CI shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.*
2. *Schedules: Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by Contractor and consult with Engineer concerning acceptability.*
3. *Conferences and Meetings: Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.*
4. *Liaison:*
 - a. *Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the intent of the Contract Documents.*
 - b. *Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's onsite operations.*
 - c. *Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.*
5. *Interpretation of Contract Documents: Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.*
6. *Shop Drawings and Samples:*
 - a. *Record date of receipt of Samples and approved Shop Drawings.*

- e. *Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.*
- f. *Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.*

TASK 4 - CONSTRUCTION ADMINISTRATION

The ENGINEER agrees to provide contract administration duties associated with the PROJECT as requested by the CLIENT assumed to be the following:

1. *Consult with Owner and act as Owner's representative as provided in the Construction Contract.*
2. *Participate in a Pre-Construction Conference prior to commencement of Work at the Site.*
3. *Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer*
4. *Client and Contractor Coordination*
5. *Clarifications and Interpretations; Field Orders*
6. *Change Orders and Work Change Directives*
7. *USACE Coordination.*
8. *IEPA Coordination and Funding Assistance*
9. *Shop Drawing Review*
10. *Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents.*
11. *Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Project to determine if the Work is substantially complete.*
12. *Conduct a final visit to the Project to determine if the completed Work of Contractor is acceptable so that Engineer may recommend, in writing, final payment to Contractor.*

ASSUMPTIONS AND CLARIFICATIONS

Coordination or completion of any redesigns caused by unknown utilities and changed field conditions is not included in the estimate.

The scope and fee provided 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, we have assumed the construction duration to be approximately 18 months. Part-time construction inspection will be provided up to a maximum of 390 days of construction (4 hours a day during the regular work week).

Additionally, it is assumed a maximum of 480 hours (25 hours per month for 18 months) will be spent by the Project Manager and Project Engineers during the course of the project to assist with construction administration and construction issues, included in Task 4, as well as to provide additional support as requested by the CLIENT.

If additional assistance is desired to handle these various duties and inspections beyond the regular construction period, the City will need to consider a contract amendment to support City staff who will assume these responsibilities.

SECTION 3 TIME FOR PERFORMANCE

DELIVERABLE SCHEDULE

The ENGINEER will provide CONSTRUCTION STAKING within 72 business hours of the request of the CLIENT/Contractor.

Other Tasks will be performed on a mutually agreed upon schedule.

SECTION 4 COMPENSATION

The ENGINEER agrees to perform Task 1 within SECTION 2 SCOPE OF SERVICES for a NOT TO EXCEED fee of three hundred ninety-one thousand five hundred dollars (391,500 USD) unless scope changes occur.

Task	Description	Estimated Fee
1	Documentation and Pre-site Conditions	\$ 3,000
2	Construction Layout & Staking	\$ 104,000
3	Part-time Onsite Construction Inspection	\$ 202,800
4	Construction Administration	\$ 81,700
		\$ 391,500

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
RANDY SMITH
450 ENVIRONMENTAL DRIVE
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

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 29 day of JULY, 2024.

GONZALEZ COMPANIES, LLC

CITY OF BELLEVILLE



Authorized client representative

Richard Patrick Judge, P.E.

Patty Gregory

Print name

Managing Principal

Mayor

Print title

July 29, 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/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. 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.

**STANDARD FORM OF SPACE LICENSE AGREEMENT
FOR THE TEMPORARY USE OF
FACILITIES**

(CUBICLE OR ROOM)

TERMS AND CONDITIONS

Effective Date: The date upon which this Agreement is effective, which will be the later of the dates of the signatures of Licensor and Licensee on this Form.

Owner of the Facility (the “Licensor”):

City of Belleville, Illinois

Legal Name of the User of the Room (the “Licensee”):

The American National Red Cross, a nonprofit corporation, a Federally chartered instrumentality of the United States, and a body corporate and politic under the laws of the United States (36 U.S.C. §§ 300101-300111 (2007)).

Date Upon which the Licensee May Begin to Use the Room (the “Start Date”):

10/1/2024

Date Upon Which the Licensee Must Vacate the Room (the “Expiration Date”):

9/30/2029

Building Owner and Licensor’s Business Address and Contact Info:

City of Belleville 101 S. Illinois Street, Belleville, IL 62220

Mayor Patty Gregory
pgregory@belleville.net
(618) 233-6810

Room User and Licensee’s Business Address and Contact Info:

9450 SW Gemini Dr, #75048, Beaverton, OR 97008-7105
real.estate@redcross.org

Street Address of the Building Where the Room is Located:

2300 W Main Street, Suite C100-C100A, Belleville, IL 62226

Permitted Use(s) of Licensed Room (check those applicable):

- General Office
- Training and/or Testing
- Storage

Description of Licensed Room:

Office space located at Southwestern Illinois Justice & Workforce Development Campus Suite C100 and C100a (Exhibit A) in Old Main Hall Building approximately 1040sqft.

This Temporary Space License Agreement (the “Agreement”) is dated and intended to be effective as of the Effective Date set forth above, and made by and between the Licensors and the Licensee named above. Under the Agreement, the Licensee is permitted to use and occupy, on a temporary basis, the space described above (the “Room”) in the Building at the Location set forth above (the “Building”).

1. Grant of License. Licensors grants Licensee the right to use the Room for the Permitted Use(s) described above. This license includes reasonable ingress and egress to and from the Room through the Building’s common areas. Licensee shall not have the right to use any other space in the Building (such as library, conference rooms, break room, coffee room) or any equipment belonging to Licensors unless the Licensors gives written permission to do so. This Agreement is not a lease and Licensee is granted no leasehold interest in the Room.
2. Term. Licensee’s right to use the Premises shall begin on the Start Date and shall end on the Expiration Date. On or before the Expiration Date, Licensee shall vacate the Room. Licensee shall repair all damage caused by Licensee’s occupancy, at Licensee’s sole cost and expense.

3. Early Termination. Either party may terminate this Agreement with no penalty by providing six (6) months prior written notice to the other party.

4. License Fee. Licensee shall pay, as a license fee, the amount of: \$1.00/year.

Licensee shall be permitted access to common meeting areas paid for on a per-use basis – billing will be managed by the Region. Meeting Rooms will be billed at a rate of \$100/day per use; Auditorium at a rate of \$200/day per use; Classroom at a rate of \$50/day per use.

5. Licensee's Conduct. Licensee agrees to keep the Room good condition and promptly repair all damage to the Premises or the Building caused by Licensee's negligence, and not to disrupt, adversely affect or interfere with other occupants of the Building.

6. Condition of Premises and Building. Licensor makes no warranty or representation about the Room or the Building. Licensee accepts the same "AS IS." Licensor is under no obligation to prepare or repair the Room or the Building for Licensee.

7. Indemnification. Licensee shall defend, hold harmless, and indemnify Licensor against any legal liability, including reasonable attorney fees, in respect to bodily injury, death, and property damage arising from the negligence of the said Licensee during its use of the Room.

8. Insurance. Licensee shall carry the following insurance coverage:

A. Commercial General Liability with an occurrence limit of at least one-million dollars (\$1,000,000) and an aggregate limit of at least two-million dollars (\$2,000,000);

B. Commercial Automobile Liability with a combined single limit of at least one-million dollars (\$1,000,000);

C. Workers Compensation coverage with statutory limits for the jurisdiction in which the premises are located and Employers' Liability with limits of at least one million dollars (\$1,000,000.00) per accident, one million dollars (\$1,000,000.00) disease – each employee and one million dollars (\$1,000,000.00) disease – policy limit.

9. Licensor's Right to Revoke License. Upon reasonable prior written notice to Licensee, Licensor may revoke the license represented by this Agreement if

Licensee (a) fails to pay any fee or payment required hereunder or (b) breaches any other obligation hereunder and such breach continues after written notice from Licensor describing same. If this license is so revoked, Licensee shall forthwith vacate the Room in a neat and orderly manner. Licensor shall have all rights and remedies available to it under applicable law.

10. No Assignment. Licensee shall not, and shall not have any right to, assign or transfer, or sublicense this Agreement. Licensor shall have no obligation to consider or approve any such transfer, regardless of the circumstances.
11. Casualty or Condemnation Affecting Premises. Notwithstanding anything in this Agreement to the contrary, in the event that damage or casualty to all or a part of the Room, this License shall terminate and Licensee shall have no right to restoration of the Room or to receive any compensation whatsoever.
12. Notice. Notice shall be deemed to have been duly given three (3) business days after having been mailed by certified or registered mail, return receipt requested, to the party's address set forth at the beginning of the Agreement, or upon receipt if delivered by hand or recognized overnight delivery service. Either party may change its address for the purpose of notice hereunder by providing the other party with notice of the new address.
13. Governing Law and Binding Effect. This Agreement shall be governed by and construed under the laws of the state in which the Building is located. This Agreement shall be binding on the parties and their respective, successors, transferees and assigns.
14. Brokers/Consultants. Licensor and Licensee each represent to the other that there is no broker in this transaction. Each party shall indemnify the other against the claims of any broker.
15. Authority. Each party represents and warrants that it has the full power and authority to execute, deliver and perform under this Agreement.

Signatures are on the following page.

AMERICAN NATIONAL RED CROSS
AND "LICENSEE:"

By: _____
(Signature)

Name:

Title:

Date:

**BUILDING OWNER AND
"LICENSOR:"**

By: _____
(Signature)

Name:

Title:

Date:

Attest: _____
(Signature)

Name:

Title:

Date:

ST. CLAIR COUNTY TAX AGENT

141 ST. ANDREWS AVENUE
P.O. BOX 96
EDWARDSVILLE, ILLINOIS 62025
(618) 656-5744
FAX# : (618) 656-5094

September 12, 2024

City of Belleville
101 South Illinois St
Belleville, IL 62220

RE: Item #: 0824923
Parcel Number : 08-20.0-418-015

Dear Sir or Madam:

Please find enclosed the purchase agreement you requested on the above referenced item.

In order to complete the purchase in a timely manner, you will need to do the following:

1. Sign both purchase agreements and return on or before 10/12/2024.
2. Make your payment payable to County Trustee in the amount of \$786.00.
3. Mail payment and BOTH signed contracts to St. Clair County Tax Agent, P.O. Box 96, Edwardsville, Illinois 62025.

The property will be deeded exactly how the Purchaser's name and address appears at the top of the contracts. Should you elect to take title in a different name, you must contact our office for a name change form.

If there are any questions, immediately contact our office.

Sincerely,

Auction Department

Enclosures

BINDING PURCHASE CONTRACT / REAL ESTATE / SEALED BID

Item # 0824923
The terms and provisions of any "Purchaser Acknowledgment" concerning this item are a part hereof.

ST. CLAIR County, as Trustee hereinafter referred to as "**SELLER**"

SUBJECT PROPERTY: 08-20.0-418-015
(Identified by Tract or Permanent Parcel ID#)

Date of Bid: _____
Bid: \$ _____
MINIMUM BID IS \$786.00
Please **enclose payment** for the full amount of bid. If you are not the successful bidder, the funds will be returned. If you are the successful bidder, the payment will be deposited and a signed copy of this contract will be returned to you.

The information below will appear upon the deed and future tax bills.
PURCHASER(S): _____ **(PLEASE PRINT)**
City of Belleville
Hereinafter referred to as "**PURCHASER**"
MAILING ADDRESS: 101 South Illinois St
Belleville, IL 62220
PHONE NUMBER: _____
Email: jmeyer@belleville.net

PURCHASER agrees to purchase and SELLER agrees to sell the interest of SELLER in the "SUBJECT PROPERTY" described by the above Tract or Permanent Parcel ID number(s) upon the terms and conditions herein. **NO PERSONAL PROPERTY IS SOLD TO PURCHASER HEREUNDER!**

Method of Payment. All payments are to be made payable to COUNTY TRUSTEE. Bids will not be considered unless full payment is tendered along with the bid.

Title/Survey. SELLER MAKES NO GUARANTEE AS TO THE QUALITY OR CONDITION OF TITLE. Title may be affected by defects arising prior or subsequent to SELLER'S acquisition. PURCHASER shall obtain and pay for any title examination and/or survey desired by PURCHASER. If the PURCHASER'S research reveals any defect which renders the title unmarketable, and if written evidence of such defect is presented to SELLER within 30 days from date of the Purchase Offer, and if SELLER shall be unable or unwilling to cure such defect within a reasonable time (during which time the final payment date shall be extended without expense to PURCHASER), the PURCHASER has the right to rescind the sale and receive a refund of all sums deposited with SELLER under the Purchase Offer without interest thereon. All claims of defect in title and/or survey shall be deemed waived by PURCHASER unless presented to SELLER in the time and manner above provided. The SELLER will not in any case be required to reimburse PURCHASER for expenses incurred in any investigation or inspection of the property or its title, or in curing any defects in the condition thereof, or for any other expense.

Property Condition. PURCHASER hereby accepts the subject property in "AS IS" condition, based upon PURCHASER'S own inspection and acceptance of the record and actual physical condition of the property and structures thereon. Neither SELLER nor SELLER'S Agent makes any guarantee, warranty or representation, express or implied, or of any kind whatever, as to the subject property or any structure thereon, whether as to location, quality, kind, character, size, description, fitness for any use or purpose (including habitability or other occupancy), freedom from any defect (whether latent or patent), compliance with or freedom from violation (or legal action to abate claimed violation) of any building, housing, zoning, environmental and/or other applicable ordinances, statutes or laws, or freedom from legal action to demolish any structure by reason of the condition thereof, or any other aspect of the property or structures thereon now or hereafter. PURCHASER'S RIGHTS ARE SUBJECT TO ALL MATTERS ASCERTAINABLE FROM PERSONAL INSPECTION AND FROM CONSULTATION WITH LOCAL GOVERNMENTAL AUTHORITIES.

Purchaser Acknowledgment. The terms and provisions of any "Purchaser Acknowledgment" concerning this item are a part hereof.

Acceptance Date: _____

SELLER: _____

By Its Authorized Agent
County Tax Agent - Telephone 618-656-5744
Post Office Box 96, Edwardsville, Illinois 62025-0096
www.iltaxsale.com

© Copyright 2024 - Joseph E. Meyer & Associates, All rights reserved 09/2024

Possession. PURCHASER shall not enter the subject property or any structure thereon or otherwise take physical possession thereof, or cause any detrimental alteration thereto, or remove any personal property therefrom, at any time before recording of the deed to PURCHASER. PURCHASER shall, at PURCHASER'S expense maintain the subject property in safe condition and assure its compliance with all applicable laws and ordinances from and after the date hereof and, if presently unoccupied, shall secure the same against unauthorized entry. No refunds will be made based upon damage to, or the condition of, the subject property or any structure thereon at any time.

Transfer of Title. SELLER will quitclaim its interest in the subject property, as directed herein, approximately 90 days after receipt of full payment. In the event PURCHASER consists of two or more persons, SELLER will convey title to them as joint tenants with the right of survivorship unless, prior to deed preparation, SELLER receives contrary written instructions signed by them. PURCHASER will receive PURCHASER'S recorded deed directly from the Recorder's Office.

Future Taxes. PURCHASER shall pay all general taxes accruing, and all special taxes and assessments becoming due, upon the subject property for the period beginning January 1 of the year 2025.

Indemnity. PURCHASER hereby releases and agrees to hold harmless and to indemnify SELLER, and SELLER'S Agent, and each of their respective officers, agents, subagents and employees from, and hereby assumes all responsibility for, all existing and future liabilities associated with the subject property and any improvements thereon, and from all costs, claims, losses and expenses (including reasonable attorney fees and other costs of litigation) caused by, resulting from, or relating to the acts or omissions of the PURCHASER and the PURCHASER'S agents and employees from and after the date of this contract. Purchaser shall indemnify and hold harmless Seller from all loss, including attorney fees & costs, Seller incurs related to any claim made pursuant to the principles stated in Tyler v. Hennepin Cnty., Minnesota, 143 S. Ct. 1369 (2023).

Failure to Complete Purchase. IN THE EVENT PURCHASER FAILS TO COMPLETE THIS PURCHASE, SELLER MAY RETAIN ALL MONIES PAID AS LIQUIDATED DAMAGES AND NOT AS A PENALTY. PURCHASER ACKNOWLEDGES THAT SUCH RETENTION IS REASONABLE UNDER THE CIRCUMSTANCES AND THAT PURCHASER SHALL HAVE NO FURTHER RIGHT HEREUNDER.

Right of Rescission. UNTIL RECORDING OF THE DEED TO PURCHASER, THE SELLER RESERVES THE UNCONDITIONAL RIGHT TO CANCEL THIS AGREEMENT AND RESCIND THIS SALE, FOR ANY REASON WHATSOEVER, AND IN SUCH EVENT ALL SUMS DEPOSITED WITH SELLER HEREUNDER SHALL BE REFUNDED WITHOUT INTEREST THEREON.

rev 4/24

Purchaser Signature(s)
X _____
X _____

BINDING PURCHASE CONTRACT / REAL ESTATE / SEALED BID

Item # 0824923
The terms and provisions of any "Purchaser Acknowledgment" concerning this item are a part hereof.

ST. CLAIR County, as Trustee hereinafter referred to as "**SELLER**"

SUBJECT PROPERTY: 08-20.0-418-015
(Identified by Tract or Permanent Parcel ID#)

Date of Bid: _____
Bid: \$ _____
MINIUMUM BID IS \$786.00
Please **enclose payment** for the full amount of bid. If you are not the successful bidder, the funds will be returned. If you are the successful bidder, the payment will be deposited and a signed copy of this contract will be returned to you.

The information below will appear upon the deed and future tax bills.
PURCHASER(S): _____ **(PLEASE PRINT)**
City of Belleville
Hereinafter referred to as "**PURCHASER**"
MAILING ADDRESS: 101 South Illinois St
Belleville, IL 62220
PHONE NUMBER: _____
Email: jmeyer@belleville.net

PURCHASER agrees to purchase and SELLER agrees to sell the interest of SELLER in the "SUBJECT PROPERTY" described by the above Tract or Permanent Parcel ID number(s) upon the terms and conditions herein. **NO PERSONAL PROPERTY IS SOLD TO PURCHASER HEREUNDER!**

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Property Condition. PURCHASER hereby accepts the subject property in "AS IS" condition, based upon PURCHASER'S own inspection and acceptance of the record and actual physical condition of the property and structures thereon. Neither SELLER nor SELLER'S Agent makes any guarantee, warranty or representation, express or implied, or of any kind whatever, as to the subject property or any structure thereon, whether as to location, quality, kind, character, size, description, fitness for any use or purpose (including habitability or other occupancy), freedom from any defect (whether latent or patent), compliance with or freedom from violation (or legal action to abate claimed violation) of any building, housing, zoning, environmental and/or other applicable ordinances, statutes or laws, or freedom from legal action to demolish any structure by reason of the condition thereof, or any other aspect of the property or structures thereon now or hereafter. PURCHASER'S RIGHTS ARE SUBJECT TO ALL MATTERS ASCERTAINABLE FROM PERSONAL INSPECTION AND FROM CONSULTATION WITH LOCAL GOVERNMENTAL AUTHORITIES.

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SELLER: _____

By Its Authorized Agent
County Tax Agent - Telephone 618-656-5744
Post Office Box 96, Edwardsville, Illinois 62025-0096
www.iltaxsale.com

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Transfer of Title. SELLER will quitclaim its interest in the subject property, as directed herein, approximately 90 days after receipt of full payment. In the event PURCHASER consists of two or more persons, SELLER will convey title to them as joint tenants with the right of survivorship unless, prior to deed preparation, SELLER receives contrary written instructions signed by them. PURCHASER will receive PURCHASER'S recorded deed directly from the Recorder's Office.

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Indemnity. PURCHASER hereby releases and agrees to hold harmless and to indemnify SELLER, and SELLER'S Agent, and each of their respective officers, agents, subagents and employees from, and hereby assumes all responsibility for, all existing and future liabilities associated with the subject property and any improvements thereon, and from all costs, claims, losses and expenses (including reasonable attorney fees and other costs of litigation) caused by, resulting from, or relating to the acts or omissions of the PURCHASER and the PURCHASER'S agents and employees from and after the date of this contract. Purchaser shall indemnify and hold harmless Seller from all loss, including attorney fees & costs, Seller incurs related to any claim made pursuant to the principles stated in Tyler v. Hennepin Cnty., Minnesota, 143 S. Ct. 1369 (2023).

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rev 4/24

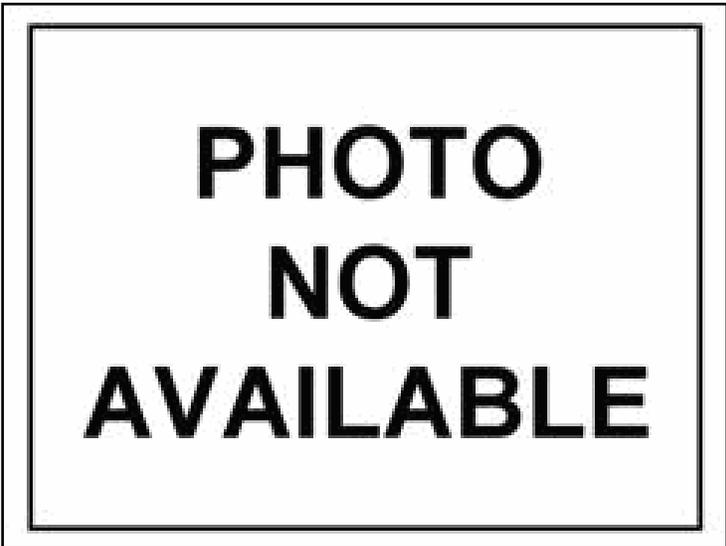
Purchaser Signature(s)
X _____
X _____

Auction Date August 1, 2024
Township BELLEVILLE
Property Address 121 S. 17TH ST.
BELLEVILLE, IL 62226

Lot Size 50 X 140
Parcels 08-20.0-418-015

Catalog Description 121 S. 17TH ST.
BELLEVILLE, IL

2 STORY FRAME & GARAGE



ST. CLAIR COUNTY TAX AGENT

141 ST. ANDREWS AVENUE
P.O. BOX 96
EDWARDSVILLE, ILLINOIS 62025
(618) 656-5744
FAX# : (618) 656-5094

September 12, 2024

City of Belleville
101 South Illinois St
Belleville, IL 62220

RE: Item #: 0824928
Parcel Number : 08-27.0-139-030, 031

Dear Sir or Madam:

Please find enclosed the purchase agreement you requested on the above referenced item.

In order to complete the purchase in a timely manner, you will need to do the following:

1. Sign both purchase agreements and return on or before 10/12/2024.
2. Make your payment payable to County Trustee in the amount of \$786.00.
3. Mail payment and BOTH signed contracts to St. Clair County Tax Agent, P.O. Box 96, Edwardsville, Illinois 62025.

The property will be deeded exactly how the Purchaser's name and address appears at the top of the contracts. Should you elect to take title in a different name, you must contact our office for a name change form.

If there are any questions, immediately contact our office.

Sincerely,

Auction Department

Enclosures

BINDING PURCHASE CONTRACT / REAL ESTATE / SEALED BID

Item # 0824928
The terms and provisions of any "Purchaser Acknowledgment" concerning this item are a part hereof.

ST. CLAIR County, as Trustee hereinafter referred to as "**SELLER**"

SUBJECT PROPERTY: 08-27.0-139-030, 031
(Identified by Tract or Permanent Parcel ID#)

Date of Bid: _____
Bid: \$ _____
MINIUMUM BID IS \$786.00
Please **enclose payment** for the full amount of bid. If you are not the successful bidder, the funds will be returned. If you are the successful bidder, the payment will be deposited and a signed copy of this contract will be returned to you.

The information below will appear upon the deed and future tax bills.
PURCHASER(S): _____ **(PLEASE PRINT)**
City of Belleville
Hereinafter referred to as "**PURCHASER**"
MAILING ADDRESS: 101 South Illinois St
Belleville, IL 62220
PHONE NUMBER: _____
Email: jmeyer@belleville.net

PURCHASER agrees to purchase and SELLER agrees to sell the interest of SELLER in the "SUBJECT PROPERTY" described by the above Tract or Permanent Parcel ID number(s) upon the terms and conditions herein. **NO PERSONAL PROPERTY IS SOLD TO PURCHASER HEREUNDER!**

Method of Payment. All payments are to be made payable to COUNTY TRUSTEE. Bids will not be considered unless full payment is tendered along with the bid.

Title/Survey. SELLER MAKES NO GUARANTEE AS TO THE QUALITY OR CONDITION OF TITLE. Title may be affected by defects arising prior or subsequent to SELLER'S acquisition. PURCHASER shall obtain and pay for any title examination and/or survey desired by PURCHASER. If the PURCHASER'S research reveals any defect which renders the title unmarketable, and if written evidence of such defect is presented to SELLER within 30 days from date of the Purchase Offer, and if SELLER shall be unable or unwilling to cure such defect within a reasonable time (during which time the final payment date shall be extended without expense to PURCHASER), the PURCHASER has the right to rescind the sale and receive a refund of all sums deposited with SELLER under the Purchase Offer without interest thereon. All claims of defect in title and/or survey shall be deemed waived by PURCHASER unless presented to SELLER in the time and manner above provided. The SELLER will not in any case be required to reimburse PURCHASER for expenses incurred in any investigation or inspection of the property or its title, or in curing any defects in the condition thereof, or for any other expense.

Property Condition. PURCHASER hereby accepts the subject property in "AS IS" condition, based upon PURCHASER'S own inspection and acceptance of the record and actual physical condition of the property and structures thereon. Neither SELLER nor SELLER'S Agent makes any guarantee, warranty or representation, express or implied, or of any kind whatever, as to the subject property or any structure thereon, whether as to location, quality, kind, character, size, description, fitness for any use or purpose (including habitability or other occupancy), freedom from any defect (whether latent or patent), compliance with or freedom from violation (or legal action to abate claimed violation) of any building, housing, zoning, environmental and/or other applicable ordinances, statutes or laws, or freedom from legal action to demolish any structure by reason of the condition thereof, or any other aspect of the property or structures thereon now or hereafter. PURCHASER'S RIGHTS ARE SUBJECT TO ALL MATTERS ASCERTAINABLE FROM PERSONAL INSPECTION AND FROM CONSULTATION WITH LOCAL GOVERNMENTAL AUTHORITIES.

Purchaser Acknowledgment. The terms and provisions of any "Purchaser Acknowledgment" concerning this item are a part hereof.

Acceptance Date: _____

SELLER: _____

By Its Authorized Agent
County Tax Agent - Telephone 618-656-5744
Post Office Box 96, Edwardsville, Illinois 62025-0096
www.iltaxsale.com

Possession. PURCHASER shall not enter the subject property or any structure thereon or otherwise take physical possession thereof, or cause any detrimental alteration thereto, or remove any personal property therefrom, at any time before recording of the deed to PURCHASER. PURCHASER shall, at PURCHASER'S expense maintain the subject property in safe condition and assure its compliance with all applicable laws and ordinances from and after the date hereof and, if presently unoccupied, shall secure the same against unauthorized entry. No refunds will be made based upon damage to, or the condition of, the subject property or any structure thereon at any time.

Transfer of Title. SELLER will quitclaim its interest in the subject property, as directed herein, approximately 90 days after receipt of full payment. In the event PURCHASER consists of two or more persons, SELLER will convey title to them as joint tenants with the right of survivorship unless, prior to deed preparation, SELLER receives contrary written instructions signed by them. PURCHASER will receive PURCHASER'S recorded deed directly from the Recorder's Office.

Future Taxes. PURCHASER shall pay all general taxes accruing, and all special taxes and assessments becoming due, upon the subject property for the period beginning January 1 of the year 2025.

Indemnity. PURCHASER hereby releases and agrees to hold harmless and to indemnify SELLER, and SELLER'S Agent, and each of their respective officers, agents, subagents and employees from, and hereby assumes all responsibility for, all existing and future liabilities associated with the subject property and any improvements thereon, and from all costs, claims, losses and expenses (including reasonable attorney fees and other costs of litigation) caused by, resulting from, or relating to the acts or omissions of the PURCHASER and the PURCHASER'S agents and employees from and after the date of this contract. Purchaser shall indemnify and hold harmless Seller from all loss, including attorney fees & costs, Seller incurs related to any claim made pursuant to the principles stated in Tyler v. Hennepin Cnty., Minnesota, 143 S. Ct. 1369 (2023).

Failure to Complete Purchase. IN THE EVENT PURCHASER FAILS TO COMPLETE THIS PURCHASE, SELLER MAY RETAIN ALL MONIES PAID AS LIQUIDATED DAMAGES AND NOT AS A PENALTY. PURCHASER ACKNOWLEDGES THAT SUCH RETENTION IS REASONABLE UNDER THE CIRCUMSTANCES AND THAT PURCHASER SHALL HAVE NO FURTHER RIGHT HEREUNDER.

Right of Rescission. UNTIL RECORDING OF THE DEED TO PURCHASER, THE SELLER RESERVES THE UNCONDITIONAL RIGHT TO CANCEL THIS AGREEMENT AND RESCIND THIS SALE, FOR ANY REASON WHATSOEVER, AND IN SUCH EVENT ALL SUMS DEPOSITED WITH SELLER HEREUNDER SHALL BE REFUNDED WITHOUT INTEREST THEREON.

rev 4/24

Purchaser Signature(s)
X _____
X _____

BINDING PURCHASE CONTRACT / REAL ESTATE / SEALED BID

Item # 0824928
The terms and provisions of any "Purchaser Acknowledgment" concerning this item are a part hereof.

ST. CLAIR County, as Trustee hereinafter referred to as "**SELLER**"

SUBJECT PROPERTY: 08-27.0-139-030, 031
(Identified by Tract or Permanent Parcel ID#)

Date of Bid: _____
Bid: \$ _____
MINIMUM BID IS \$786.00
Please **enclose payment** for the full amount of bid. If you are not the successful bidder, the funds will be returned. If you are the successful bidder, the payment will be deposited and a signed copy of this contract will be returned to you.

The information below will appear upon the deed and future tax bills.
PURCHASER(S): _____ **(PLEASE PRINT)**
City of Belleville
Hereinafter referred to as "**PURCHASER**"
MAILING ADDRESS: 101 South Illinois St
Belleville, IL 62220
PHONE NUMBER: _____
Email: jmeyer@belleville.net

PURCHASER agrees to purchase and SELLER agrees to sell the interest of SELLER in the "SUBJECT PROPERTY" described by the above Tract or Permanent Parcel ID number(s) upon the terms and conditions herein. **NO PERSONAL PROPERTY IS SOLD TO PURCHASER HEREUNDER!**

Method of Payment. All payments are to be made payable to COUNTY TRUSTEE. Bids will not be considered unless full payment is tendered along with the bid.

Title/Survey. SELLER MAKES NO GUARANTEE AS TO THE QUALITY OR CONDITION OF TITLE. Title may be affected by defects arising prior or subsequent to SELLER'S acquisition. PURCHASER shall obtain and pay for any title examination and/or survey desired by PURCHASER. If the PURCHASER'S research reveals any defect which renders the title unmarketable, and if written evidence of such defect is presented to SELLER within 30 days from date of the Purchase Offer, and if SELLER shall be unable or unwilling to cure such defect within a reasonable time (during which time the final payment date shall be extended without expense to PURCHASER), the PURCHASER has the right to rescind the sale and receive a refund of all sums deposited with SELLER under the Purchase Offer without interest thereon. All claims of defect in title and/or survey shall be deemed waived by PURCHASER unless presented to SELLER in the time and manner above provided. The SELLER will not in any case be required to reimburse PURCHASER for expenses incurred in any investigation or inspection of the property or its title, or in curing any defects in the condition thereof, or for any other expense.

Property Condition. PURCHASER hereby accepts the subject property in "AS IS" condition, based upon PURCHASER'S own inspection and acceptance of the record and actual physical condition of the property and structures thereon. Neither SELLER nor SELLER'S Agent makes any guarantee, warranty or representation, express or implied, or of any kind whatever, as to the subject property or any structure thereon, whether as to location, quality, kind, character, size, description, fitness for any use or purpose (including habitability or other occupancy), freedom from any defect (whether latent or patent), compliance with or freedom from violation (or legal action to abate claimed violation) of any building, housing, zoning, environmental and/or other applicable ordinances, statutes or laws, or freedom from legal action to demolish any structure by reason of the condition thereof, or any other aspect of the property or structures thereon now or hereafter. PURCHASER'S RIGHTS ARE SUBJECT TO ALL MATTERS ASCERTAINABLE FROM PERSONAL INSPECTION AND FROM CONSULTATION WITH LOCAL GOVERNMENTAL AUTHORITIES.

Purchaser Acknowledgment. The terms and provisions of any "Purchaser Acknowledgment" concerning this item are a part hereof.

Acceptance Date: _____

SELLER: _____

By Its Authorized Agent
County Tax Agent - Telephone 618-656-5744
Post Office Box 96, Edwardsville, Illinois 62025-0096
www.iltaxsale.com

Possession. PURCHASER shall not enter the subject property or any structure thereon or otherwise take physical possession thereof, or cause any detrimental alteration thereto, or remove any personal property therefrom, at any time before recording of the deed to PURCHASER. PURCHASER shall, at PURCHASER'S expense maintain the subject property in safe condition and assure its compliance with all applicable laws and ordinances from and after the date hereof and, if presently unoccupied, shall secure the same against unauthorized entry. No refunds will be made based upon damage to, or the condition of, the subject property or any structure thereon at any time.

Transfer of Title. SELLER will quitclaim its interest in the subject property, as directed herein, approximately 90 days after receipt of full payment. In the event PURCHASER consists of two or more persons, SELLER will convey title to them as joint tenants with the right of survivorship unless, prior to deed preparation, SELLER receives contrary written instructions signed by them. PURCHASER will receive PURCHASER'S recorded deed directly from the Recorder's Office.

Future Taxes. PURCHASER shall pay all general taxes accruing, and all special taxes and assessments becoming due, upon the subject property for the period beginning January 1 of the year 2025.

Indemnity. PURCHASER hereby releases and agrees to hold harmless and to indemnify SELLER, and SELLER'S Agent, and each of their respective officers, agents, subagents and employees from, and hereby assumes all responsibility for, all existing and future liabilities associated with the subject property and any improvements thereon, and from all costs, claims, losses and expenses (including reasonable attorney fees and other costs of litigation) caused by, resulting from, or relating to the acts or omissions of the PURCHASER and the PURCHASER'S agents and employees from and after the date of this contract. Purchaser shall indemnify and hold harmless Seller from all loss, including attorney fees & costs, Seller incurs related to any claim made pursuant to the principles stated in Tyler v. Hennepin Cnty., Minnesota, 143 S. Ct. 1369 (2023).

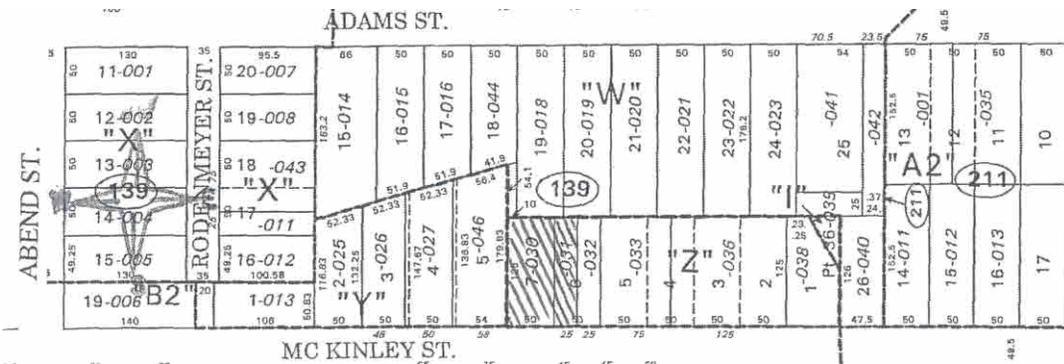
Failure to Complete Purchase. IN THE EVENT PURCHASER FAILS TO COMPLETE THIS PURCHASE, SELLER MAY RETAIN ALL MONIES PAID AS LIQUIDATED DAMAGES AND NOT AS A PENALTY. PURCHASER ACKNOWLEDGES THAT SUCH RETENTION IS REASONABLE UNDER THE CIRCUMSTANCES AND THAT PURCHASER SHALL HAVE NO FURTHER RIGHT HEREUNDER.

Right of Rescission. UNTIL RECORDING OF THE DEED TO PURCHASER, THE SELLER RESERVES THE UNCONDITIONAL RIGHT TO CANCEL THIS AGREEMENT AND RESCIND THIS SALE, FOR ANY REASON WHATSOEVER, AND IN SUCH EVENT ALL SUMS DEPOSITED WITH SELLER HEREUNDER SHALL BE REFUNDED WITHOUT INTEREST THEREON.

rev 4/24

Purchaser Signature(s)
X _____
X _____

Auction Date August 1, 2024
Township BELLEVILLE
Property Address 611 E MC KINLEY ST
BELLEVILLE, IL 62220
Lot Size 75 X 125, 0.07 ACRES
Parcels 08-27.0-139-030, 031
Catalog Description 611 E MC KINLEY ST
BELLEVILLE, IL



ST. CLAIR COUNTY TAX AGENT

141 ST. ANDREWS AVENUE
P.O. BOX 96
EDWARDSVILLE, ILLINOIS 62025
(618) 656-5744
FAX# : (618) 656-5094

September 12, 2024

City of Belleville
101 South Illinois St
Belleville, IL 62220

RE: Item #: 0824927
Parcel Number : 08-27.0-118-029

Dear Sir or Madam:

Please find enclosed the purchase agreement you requested on the above referenced item.

In order to complete the purchase in a timely manner, you will need to do the following:

1. Sign both purchase agreements and return on or before 10/12/2024.
2. Make your payment payable to County Trustee in the amount of \$786.00.
3. Mail payment and BOTH signed contracts to St. Clair County Tax Agent, P.O. Box 96, Edwardsville, Illinois 62025.

The property will be deeded exactly how the Purchaser's name and address appears at the top of the contracts. Should you elect to take title in a different name, you must contact our office for a name change form.

If there are any questions, immediately contact our office.

Sincerely,

Auction Department

Enclosures

BINDING PURCHASE CONTRACT / REAL ESTATE / SEALED BID

Item # 0824927
The terms and provisions of any "Purchaser Acknowledgment" concerning this item are a part hereof.

ST. CLAIR County, as Trustee hereinafter referred to as "**SELLER**"

SUBJECT PROPERTY: 08-27.0-118-029
(Identified by Tract or Permanent Parcel ID#)

Date of Bid: _____
Bid: \$ _____
MINIMUM BID IS \$786.00
Please **enclose payment** for the full amount of bid. If you are not the successful bidder, the funds will be returned. If you are the successful bidder, the payment will be deposited and a signed copy of this contract will be returned to you.

The information below will appear upon the deed and future tax bills.
PURCHASER(S): _____ **(PLEASE PRINT)**
City of Belleville
Hereinafter referred to as "**PURCHASER**"
MAILING ADDRESS: 101 South Illinois St
Belleville, IL 62220
PHONE NUMBER: _____
Email: jmeyer@belleville.net

PURCHASER agrees to purchase and SELLER agrees to sell the interest of SELLER in the "SUBJECT PROPERTY" described by the above Tract or Permanent Parcel ID number(s) upon the terms and conditions herein. **NO PERSONAL PROPERTY IS SOLD TO PURCHASER HEREUNDER!**

Method of Payment. All payments are to be made payable to COUNTY TRUSTEE. Bids will not be considered unless full payment is tendered along with the bid.

Title/Survey. SELLER MAKES NO GUARANTEE AS TO THE QUALITY OR CONDITION OF TITLE. Title may be affected by defects arising prior or subsequent to SELLER'S acquisition. PURCHASER shall obtain and pay for any title examination and/or survey desired by PURCHASER. If the PURCHASER'S research reveals any defect which renders the title unmarketable, and if written evidence of such defect is presented to SELLER within 30 days from date of the Purchase Offer, and if SELLER shall be unable or unwilling to cure such defect within a reasonable time (during which time the final payment date shall be extended without expense to PURCHASER), the PURCHASER has the right to rescind the sale and receive a refund of all sums deposited with SELLER under the Purchase Offer without interest thereon. All claims of defect in title and/or survey shall be deemed waived by PURCHASER unless presented to SELLER in the time and manner above provided. The SELLER will not in any case be required to reimburse PURCHASER for expenses incurred in any investigation or inspection of the property or its title, or in curing any defects in the condition thereof, or for any other expense.

Property Condition. PURCHASER hereby accepts the subject property in "AS IS" condition, based upon PURCHASER'S own inspection and acceptance of the record and actual physical condition of the property and structures thereon. Neither SELLER nor SELLER'S Agent makes any guarantee, warranty or representation, express or implied, or of any kind whatever, as to the subject property or any structure thereon, whether as to location, quality, kind, character, size, description, fitness for any use or purpose (including habitability or other occupancy), freedom from any defect (whether latent or patent), compliance with or freedom from violation (or legal action to abate claimed violation) of any building, housing, zoning, environmental and/or other applicable ordinances, statutes or laws, or freedom from legal action to demolish any structure by reason of the condition thereof, or any other aspect of the property or structures thereon now or hereafter. PURCHASER'S RIGHTS ARE SUBJECT TO ALL MATTERS ASCERTAINABLE FROM PERSONAL INSPECTION AND FROM CONSULTATION WITH LOCAL GOVERNMENTAL AUTHORITIES.

Purchaser Acknowledgment. The terms and provisions of any "Purchaser Acknowledgment" concerning this item are a part hereof.

Acceptance Date: _____

SELLER: _____

By Its Authorized Agent
County Tax Agent - Telephone 618-656-5744
Post Office Box 96, Edwardsville, Illinois 62025-0096
www.iltaxsale.com

© Copyright 2024 - Joseph E. Meyer & Associates, All rights reserved 09/2024

Possession. PURCHASER shall not enter the subject property or any structure thereon or otherwise take physical possession thereof, or cause any detrimental alteration thereto, or remove any personal property therefrom, at any time before recording of the deed to PURCHASER. PURCHASER shall, at PURCHASER'S expense maintain the subject property in safe condition and assure its compliance with all applicable laws and ordinances from and after the date hereof and, if presently unoccupied, shall secure the same against unauthorized entry. No refunds will be made based upon damage to, or the condition of, the subject property or any structure thereon at any time.

Transfer of Title. SELLER will quitclaim its interest in the subject property, as directed herein, approximately 90 days after receipt of full payment. In the event PURCHASER consists of two or more persons, SELLER will convey title to them as joint tenants with the right of survivorship unless, prior to deed preparation, SELLER receives contrary written instructions signed by them. PURCHASER will receive PURCHASER'S recorded deed directly from the Recorder's Office.

Future Taxes. PURCHASER shall pay all general taxes accruing, and all special taxes and assessments becoming due, upon the subject property for the period beginning January 1 of the year 2025.

Indemnity. PURCHASER hereby releases and agrees to hold harmless and to indemnify SELLER, and SELLER'S Agent, and each of their respective officers, agents, subagents and employees from, and hereby assumes all responsibility for, all existing and future liabilities associated with the subject property and any improvements thereon, and from all costs, claims, losses and expenses (including reasonable attorney fees and other costs of litigation) caused by, resulting from, or relating to the acts or omissions of the PURCHASER and the PURCHASER'S agents and employees from and after the date of this contract. Purchaser shall indemnify and hold harmless Seller from all loss, including attorney fees & costs, Seller incurs related to any claim made pursuant to the principles stated in Tyler v. Hennepin Cnty., Minnesota, 143 S. Ct. 1369 (2023).

Failure to Complete Purchase. IN THE EVENT PURCHASER FAILS TO COMPLETE THIS PURCHASE, SELLER MAY RETAIN ALL MONIES PAID AS LIQUIDATED DAMAGES AND NOT AS A PENALTY. PURCHASER ACKNOWLEDGES THAT SUCH RETENTION IS REASONABLE UNDER THE CIRCUMSTANCES AND THAT PURCHASER SHALL HAVE NO FURTHER RIGHT HEREUNDER.

Right of Rescission. UNTIL RECORDING OF THE DEED TO PURCHASER, THE SELLER RESERVES THE UNCONDITIONAL RIGHT TO CANCEL THIS AGREEMENT AND RESCIND THIS SALE, FOR ANY REASON WHATSOEVER, AND IN SUCH EVENT ALL SUMS DEPOSITED WITH SELLER HEREUNDER SHALL BE REFUNDED WITHOUT INTEREST THEREON.

rev 4/24

Purchaser Signature(s)
X _____
X _____

BINDING PURCHASE CONTRACT / REAL ESTATE / SEALED BID

Item # 0824927
The terms and provisions of any "Purchaser Acknowledgment" concerning this item are a part hereof.

ST. CLAIR County, as Trustee hereinafter referred to as "**SELLER**"

SUBJECT PROPERTY: 08-27.0-118-029
(Identified by Tract or Permanent Parcel ID#)

Date of Bid: _____
Bid: \$ _____
MINIMUM BID IS \$786.00
Please **enclose payment** for the full amount of bid. If you are not the successful bidder, the funds will be returned. If you are the successful bidder, the payment will be deposited and a signed copy of this contract will be returned to you.

The information below will appear upon the deed and future tax bills.
PURCHASER(S): _____ **(PLEASE PRINT)**
City of Belleville
Hereinafter referred to as "**PURCHASER**"
MAILING ADDRESS: 101 South Illinois St
Belleville, IL 62220
PHONE NUMBER: _____
Email: jmeyer@belleville.net

PURCHASER agrees to purchase and SELLER agrees to sell the interest of SELLER in the "SUBJECT PROPERTY" described by the above Tract or Permanent Parcel ID number(s) upon the terms and conditions herein. **NO PERSONAL PROPERTY IS SOLD TO PURCHASER HEREUNDER!**

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Purchaser Acknowledgment. The terms and provisions of any "Purchaser Acknowledgment" concerning this item are a part hereof.

Acceptance Date: _____

SELLER: _____

By Its Authorized Agent
County Tax Agent - Telephone 618-656-5744
Post Office Box 96, Edwardsville, Illinois 62025-0096
www.iltaxsale.com

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Future Taxes. PURCHASER shall pay all general taxes accruing, and all special taxes and assessments becoming due, upon the subject property for the period beginning January 1 of the year 2025.

Indemnity. PURCHASER hereby releases and agrees to hold harmless and to indemnify SELLER, and SELLER'S Agent, and each of their respective officers, agents, subagents and employees from, and hereby assumes all responsibility for, all existing and future liabilities associated with the subject property and any improvements thereon, and from all costs, claims, losses and expenses (including reasonable attorney fees and other costs of litigation) caused by, resulting from, or relating to the acts or omissions of the PURCHASER and the PURCHASER'S agents and employees from and after the date of this contract. Purchaser shall indemnify and hold harmless Seller from all loss, including attorney fees & costs, Seller incurs related to any claim made pursuant to the principles stated in Tyler v. Hennepin Cnty., Minnesota, 143 S. Ct. 1369 (2023).

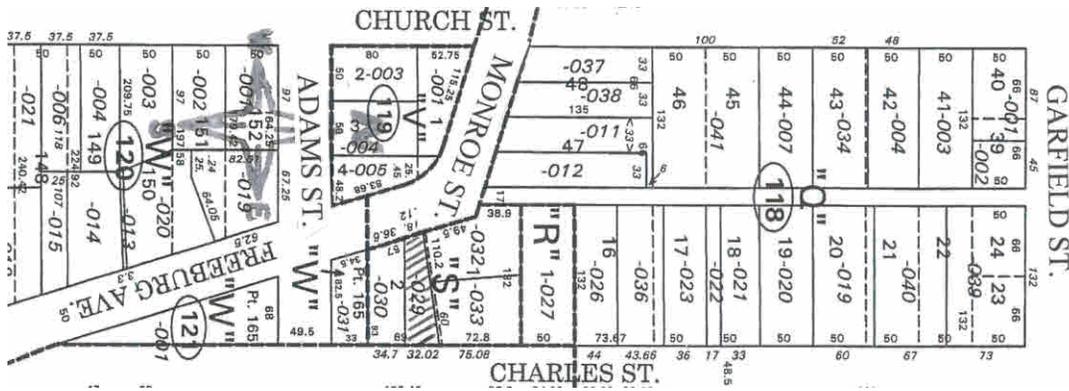
Failure to Complete Purchase. IN THE EVENT PURCHASER FAILS TO COMPLETE THIS PURCHASE, SELLER MAY RETAIN ALL MONIES PAID AS LIQUIDATED DAMAGES AND NOT AS A PENALTY. PURCHASER ACKNOWLEDGES THAT SUCH RETENTION IS REASONABLE UNDER THE CIRCUMSTANCES AND THAT PURCHASER SHALL HAVE NO FURTHER RIGHT HEREUNDER.

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rev 4/24

Purchaser Signature(s)
X _____
X _____

Auction Date August 1, 2024
Township BELLEVILLE
Property Address 514 FREEBURG AVE.
BELLEVILLE, IL 62220
Lot Size 18.12 X 110.2± IRR
Parcels 08-27.0-118-029
Catalog Description 514 FREEBURG AVE.
BELLEVILLE, IL
1.5 STORY FRAME



ST. CLAIR COUNTY TAX AGENT

141 ST. ANDREWS AVENUE
P.O. BOX 96
EDWARDSVILLE, ILLINOIS 62025
(618) 656-5744
FAX# : (618) 656-5094

September 12, 2024

City of Belleville
101 South Illinois St
Belleville, IL 62220

RE: Item #: 0824922
Parcel Number : 08-20.0-413-021

Dear Sir or Madam:

Please find enclosed the purchase agreement you requested on the above referenced item.

In order to complete the purchase in a timely manner, you will need to do the following:

1. Sign both purchase agreements and return on or before 10/12/2024.
2. Make your payment payable to County Trustee in the amount of \$786.00.
3. Mail payment and BOTH signed contracts to St. Clair County Tax Agent, P.O. Box 96, Edwardsville, Illinois 62025.

The property will be deeded exactly how the Purchaser's name and address appears at the top of the contracts. Should you elect to take title in a different name, you must contact our office for a name change form.

If there are any questions, immediately contact our office.

Sincerely,

Auction Department

Enclosures

BINDING PURCHASE CONTRACT / REAL ESTATE / SEALED BID

Item # 0824922
The terms and provisions of any "Purchaser Acknowledgment" concerning this item are a part hereof.

ST. CLAIR County, as Trustee hereinafter referred to as "**SELLER**"

SUBJECT PROPERTY: 08-20.0-413-021
(Identified by Tract or Permanent Parcel ID#)

Date of Bid: _____
Bid: \$ _____
MINIMUM BID IS \$786.00
Please **enclose payment** for the full amount of bid. If you are not the successful bidder, the funds will be returned. If you are the successful bidder, the payment will be deposited and a signed copy of this contract will be returned to you.

The information below will appear upon the deed and future tax bills.
PURCHASER(S): _____ **(PLEASE PRINT)**
City of Belleville
Hereinafter referred to as "**PURCHASER**"
MAILING ADDRESS: 101 South Illinois St
Belleville, IL 62220
PHONE NUMBER: _____
Email: jmeyer@belleville.net

PURCHASER agrees to purchase and SELLER agrees to sell the interest of SELLER in the "SUBJECT PROPERTY" described by the above Tract or Permanent Parcel ID number(s) upon the terms and conditions herein. **NO PERSONAL PROPERTY IS SOLD TO PURCHASER HEREUNDER!**

Method of Payment. All payments are to be made payable to COUNTY TRUSTEE. Bids will not be considered unless full payment is tendered along with the bid.

Title/Survey. SELLER MAKES NO GUARANTEE AS TO THE QUALITY OR CONDITION OF TITLE. Title may be affected by defects arising prior or subsequent to SELLER'S acquisition. PURCHASER shall obtain and pay for any title examination and/or survey desired by PURCHASER. If the PURCHASER'S research reveals any defect which renders the title unmarketable, and if written evidence of such defect is presented to SELLER within 30 days from date of the Purchase Offer, and if SELLER shall be unable or unwilling to cure such defect within a reasonable time (during which time the final payment date shall be extended without expense to PURCHASER), the PURCHASER has the right to rescind the sale and receive a refund of all sums deposited with SELLER under the Purchase Offer without interest thereon. All claims of defect in title and/or survey shall be deemed waived by PURCHASER unless presented to SELLER in the time and manner above provided. The SELLER will not in any case be required to reimburse PURCHASER for expenses incurred in any investigation or inspection of the property or its title, or in curing any defects in the condition thereof, or for any other expense.

Property Condition. PURCHASER hereby accepts the subject property in "AS IS" condition, based upon PURCHASER'S own inspection and acceptance of the record and actual physical condition of the property and structures thereon. Neither SELLER nor SELLER'S Agent makes any guarantee, warranty or representation, express or implied, or of any kind whatever, as to the subject property or any structure thereon, whether as to location, quality, kind, character, size, description, fitness for any use or purpose (including habitability or other occupancy), freedom from any defect (whether latent or patent), compliance with or freedom from violation (or legal action to abate claimed violation) of any building, housing, zoning, environmental and/or other applicable ordinances, statutes or laws, or freedom from legal action to demolish any structure by reason of the condition thereof, or any other aspect of the property or structures thereon now or hereafter. PURCHASER'S RIGHTS ARE SUBJECT TO ALL MATTERS ASCERTAINABLE FROM PERSONAL INSPECTION AND FROM CONSULTATION WITH LOCAL GOVERNMENTAL AUTHORITIES.

Purchaser Acknowledgment. The terms and provisions of any "Purchaser Acknowledgment" concerning this item are a part hereof.

Acceptance Date: _____

SELLER: _____

By Its Authorized Agent
County Tax Agent - Telephone 618-656-5744
Post Office Box 96, Edwardsville, Illinois 62025-0096
www.iltaxsale.com

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Possession. PURCHASER shall not enter the subject property or any structure thereon or otherwise take physical possession thereof, or cause any detrimental alteration thereto, or remove any personal property therefrom, at any time before recording of the deed to PURCHASER. PURCHASER shall, at PURCHASER'S expense maintain the subject property in safe condition and assure its compliance with all applicable laws and ordinances from and after the date hereof and, if presently unoccupied, shall secure the same against unauthorized entry. No refunds will be made based upon damage to, or the condition of, the subject property or any structure thereon at any time.

Transfer of Title. SELLER will quitclaim its interest in the subject property, as directed herein, approximately 90 days after receipt of full payment. In the event PURCHASER consists of two or more persons, SELLER will convey title to them as joint tenants with the right of survivorship unless, prior to deed preparation, SELLER receives contrary written instructions signed by them. PURCHASER will receive PURCHASER'S recorded deed directly from the Recorder's Office.

Future Taxes. PURCHASER shall pay all general taxes accruing, and all special taxes and assessments becoming due, upon the subject property for the period beginning January 1 of the year 2025.

Indemnity. PURCHASER hereby releases and agrees to hold harmless and to indemnify SELLER, and SELLER'S Agent, and each of their respective officers, agents, subagents and employees from, and hereby assumes all responsibility for, all existing and future liabilities associated with the subject property and any improvements thereon, and from all costs, claims, losses and expenses (including reasonable attorney fees and other costs of litigation) caused by, resulting from, or relating to the acts or omissions of the PURCHASER and the PURCHASER'S agents and employees from and after the date of this contract. Purchaser shall indemnify and hold harmless Seller from all loss, including attorney fees & costs, Seller incurs related to any claim made pursuant to the principles stated in Tyler v. Hennepin Cnty., Minnesota, 143 S. Ct. 1369 (2023).

Failure to Complete Purchase. IN THE EVENT PURCHASER FAILS TO COMPLETE THIS PURCHASE, SELLER MAY RETAIN ALL MONIES PAID AS LIQUIDATED DAMAGES AND NOT AS A PENALTY. PURCHASER ACKNOWLEDGES THAT SUCH RETENTION IS REASONABLE UNDER THE CIRCUMSTANCES AND THAT PURCHASER SHALL HAVE NO FURTHER RIGHT HEREUNDER.

Right of Rescission. UNTIL RECORDING OF THE DEED TO PURCHASER, THE SELLER RESERVES THE UNCONDITIONAL RIGHT TO CANCEL THIS AGREEMENT AND RESCIND THIS SALE, FOR ANY REASON WHATSOEVER, AND IN SUCH EVENT ALL SUMS DEPOSITED WITH SELLER HEREUNDER SHALL BE REFUNDED WITHOUT INTEREST THEREON.

rev 4/24

Purchaser Signature(s)
X _____
X _____

BINDING PURCHASE CONTRACT / REAL ESTATE / SEALED BID

Item # 0824922
The terms and provisions of any "Purchaser Acknowledgment" concerning this item are a part hereof.

ST. CLAIR County, as Trustee hereinafter referred to as "**SELLER**"

SUBJECT PROPERTY: 08-20.0-413-021
(Identified by Tract or Permanent Parcel ID#)

Date of Bid: _____
Bid: \$ _____
MINIMUM BID IS \$786.00
Please **enclose payment** for the full amount of bid. If you are not the successful bidder, the funds will be returned. If you are the successful bidder, the payment will be deposited and a signed copy of this contract will be returned to you.

The information below will appear upon the deed and future tax bills.
PURCHASER(S): _____ **(PLEASE PRINT)**
City of Belleville
Hereinafter referred to as "**PURCHASER**"
MAILING ADDRESS: 101 South Illinois St
Belleville, IL 62220
PHONE NUMBER: _____
Email: jmeyer@belleville.net

PURCHASER agrees to purchase and SELLER agrees to sell the interest of SELLER in the "SUBJECT PROPERTY" described by the above Tract or Permanent Parcel ID number(s) upon the terms and conditions herein. **NO PERSONAL PROPERTY IS SOLD TO PURCHASER HEREUNDER!**

Method of Payment. All payments are to be made payable to COUNTY TRUSTEE. Bids will not be considered unless full payment is tendered along with the bid.

Title/Survey. SELLER MAKES NO GUARANTEE AS TO THE QUALITY OR CONDITION OF TITLE. Title may be affected by defects arising prior or subsequent to SELLER'S acquisition. PURCHASER shall obtain and pay for any title examination and/or survey desired by PURCHASER. If the PURCHASER'S research reveals any defect which renders the title unmarketable, and if written evidence of such defect is presented to SELLER within 30 days from date of the Purchase Offer, and if SELLER shall be unable or unwilling to cure such defect within a reasonable time (during which time the final payment date shall be extended without expense to PURCHASER), the PURCHASER has the right to rescind the sale and receive a refund of all sums deposited with SELLER under the Purchase Offer without interest thereon. All claims of defect in title and/or survey shall be deemed waived by PURCHASER unless presented to SELLER in the time and manner above provided. The SELLER will not in any case be required to reimburse PURCHASER for expenses incurred in any investigation or inspection of the property or its title, or in curing any defects in the condition thereof, or for any other expense.

Property Condition. PURCHASER hereby accepts the subject property in "AS IS" condition, based upon PURCHASER'S own inspection and acceptance of the record and actual physical condition of the property and structures thereon. Neither SELLER nor SELLER'S Agent makes any guarantee, warranty or representation, express or implied, or of any kind whatever, as to the subject property or any structure thereon, whether as to location, quality, kind, character, size, description, fitness for any use or purpose (including habitability or other occupancy), freedom from any defect (whether latent or patent), compliance with or freedom from violation (or legal action to abate claimed violation) of any building, housing, zoning, environmental and/or other applicable ordinances, statutes or laws, or freedom from legal action to demolish any structure by reason of the condition thereof, or any other aspect of the property or structures thereon now or hereafter. PURCHASER'S RIGHTS ARE SUBJECT TO ALL MATTERS ASCERTAINABLE FROM PERSONAL INSPECTION AND FROM CONSULTATION WITH LOCAL GOVERNMENTAL AUTHORITIES.

Purchaser Acknowledgment. The terms and provisions of any "Purchaser Acknowledgment" concerning this item are a part hereof.

Acceptance Date: _____

SELLER: _____

By Its Authorized Agent
County Tax Agent - Telephone 618-656-5744
Post Office Box 96, Edwardsville, Illinois 62025-0096
www.iltaxsale.com

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Possession. PURCHASER shall not enter the subject property or any structure thereon or otherwise take physical possession thereof, or cause any detrimental alteration thereto, or remove any personal property therefrom, at any time before recording of the deed to PURCHASER. PURCHASER shall, at PURCHASER'S expense maintain the subject property in safe condition and assure its compliance with all applicable laws and ordinances from and after the date hereof and, if presently unoccupied, shall secure the same against unauthorized entry. No refunds will be made based upon damage to, or the condition of, the subject property or any structure thereon at any time.

Transfer of Title. SELLER will quitclaim its interest in the subject property, as directed herein, approximately 90 days after receipt of full payment. In the event PURCHASER consists of two or more persons, SELLER will convey title to them as joint tenants with the right of survivorship unless, prior to deed preparation, SELLER receives contrary written instructions signed by them. PURCHASER will receive PURCHASER'S recorded deed directly from the Recorder's Office.

Future Taxes. PURCHASER shall pay all general taxes accruing, and all special taxes and assessments becoming due, upon the subject property for the period beginning January 1 of the year 2025.

Indemnity. PURCHASER hereby releases and agrees to hold harmless and to indemnify SELLER, and SELLER'S Agent, and each of their respective officers, agents, subagents and employees from, and hereby assumes all responsibility for, all existing and future liabilities associated with the subject property and any improvements thereon, and from all costs, claims, losses and expenses (including reasonable attorney fees and other costs of litigation) caused by, resulting from, or relating to the acts or omissions of the PURCHASER and the PURCHASER'S agents and employees from and after the date of this contract. Purchaser shall indemnify and hold harmless Seller from all loss, including attorney fees & costs, Seller incurs related to any claim made pursuant to the principles stated in Tyler v. Hennepin Cnty., Minnesota, 143 S. Ct. 1369 (2023).

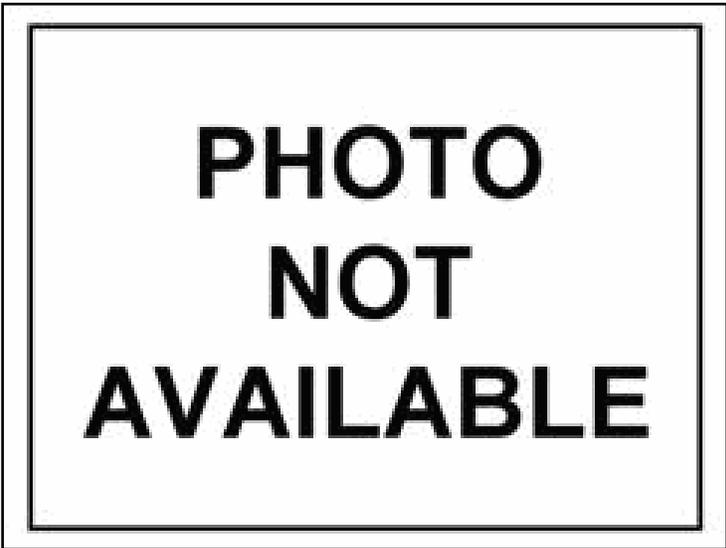
Failure to Complete Purchase. IN THE EVENT PURCHASER FAILS TO COMPLETE THIS PURCHASE, SELLER MAY RETAIN ALL MONIES PAID AS LIQUIDATED DAMAGES AND NOT AS A PENALTY. PURCHASER ACKNOWLEDGES THAT SUCH RETENTION IS REASONABLE UNDER THE CIRCUMSTANCES AND THAT PURCHASER SHALL HAVE NO FURTHER RIGHT HEREUNDER.

Right of Rescission. UNTIL RECORDING OF THE DEED TO PURCHASER, THE SELLER RESERVES THE UNCONDITIONAL RIGHT TO CANCEL THIS AGREEMENT AND RESCIND THIS SALE, FOR ANY REASON WHATSOEVER, AND IN SUCH EVENT ALL SUMS DEPOSITED WITH SELLER HEREUNDER SHALL BE REFUNDED WITHOUT INTEREST THEREON.

rev 4/24

Purchaser Signature(s)
X _____
X _____

Auction Date August 1, 2024
Township BELLEVILLE
Property Address 113 S. 18TH ST.
BELLEVILLE, IL 62226
Lot Size 32 X 122
Parcels 08-20.0-413-021
Catalog Description 113 S. 18TH ST.
BELLEVILLE, IL
2 STORY FRAME



ST. CLAIR COUNTY TAX AGENT

141 ST. ANDREWS AVENUE
P.O. BOX 96
EDWARDSVILLE, ILLINOIS 62025
(618) 656-5744
FAX# : (618) 656-5094

September 12, 2024

City of Belleville
101 South Illinois St
Belleville, IL 62220

RE: Item #: 0824925
Parcel Number : 08-22.0-112-025

Dear Sir or Madam:

Please find enclosed the purchase agreement you requested on the above referenced item.

In order to complete the purchase in a timely manner, you will need to do the following:

1. Sign both purchase agreements and return on or before 10/12/2024.
2. Make your payment payable to County Trustee in the amount of \$786.00.
3. Mail payment and BOTH signed contracts to St. Clair County Tax Agent, P.O. Box 96, Edwardsville, Illinois 62025.

The property will be deeded exactly how the Purchaser's name and address appears at the top of the contracts. Should you elect to take title in a different name, you must contact our office for a name change form.

If there are any questions, immediately contact our office.

Sincerely,

Auction Department

Enclosures

BINDING PURCHASE CONTRACT / REAL ESTATE / SEALED BID

Item # 0824925
The terms and provisions of any "Purchaser Acknowledgment" concerning this item are a part hereof.

ST. CLAIR County, as Trustee hereinafter referred to as "**SELLER**"

SUBJECT PROPERTY: 08-22.0-112-025
(Identified by Tract or Permanent Parcel ID#)

Date of Bid: _____
Bid: \$ _____
MINIMUM BID IS \$786.00
Please **enclose payment** for the full amount of bid. If you are not the successful bidder, the funds will be returned. If you are the successful bidder, the payment will be deposited and a signed copy of this contract will be returned to you.

The information below will appear upon the deed and future tax bills.
PURCHASER(S): _____ **(PLEASE PRINT)**
City of Belleville
Hereinafter referred to as "**PURCHASER**"
MAILING ADDRESS: 101 South Illinois St
Belleville, IL 62220
PHONE NUMBER: _____
Email: jmeyer@belleville.net

PURCHASER agrees to purchase and SELLER agrees to sell the interest of SELLER in the "SUBJECT PROPERTY" described by the above Tract or Permanent Parcel ID number(s) upon the terms and conditions herein. **NO PERSONAL PROPERTY IS SOLD TO PURCHASER HEREUNDER!**

Method of Payment. All payments are to be made payable to COUNTY TRUSTEE. Bids will not be considered unless full payment is tendered along with the bid.

Title/Survey. SELLER MAKES NO GUARANTEE AS TO THE QUALITY OR CONDITION OF TITLE. Title may be affected by defects arising prior or subsequent to SELLER'S acquisition. PURCHASER shall obtain and pay for any title examination and/or survey desired by PURCHASER. If the PURCHASER'S research reveals any defect which renders the title unmarketable, and if written evidence of such defect is presented to SELLER within 30 days from date of the Purchase Offer, and if SELLER shall be unable or unwilling to cure such defect within a reasonable time (during which time the final payment date shall be extended without expense to PURCHASER), the PURCHASER has the right to rescind the sale and receive a refund of all sums deposited with SELLER under the Purchase Offer without interest thereon. All claims of defect in title and/or survey shall be deemed waived by PURCHASER unless presented to SELLER in the time and manner above provided. The SELLER will not in any case be required to reimburse PURCHASER for expenses incurred in any investigation or inspection of the property or its title, or in curing any defects in the condition thereof, or for any other expense.

Property Condition. PURCHASER hereby accepts the subject property in "AS IS" condition, based upon PURCHASER'S own inspection and acceptance of the record and actual physical condition of the property and structures thereon. Neither SELLER nor SELLER'S Agent makes any guarantee, warranty or representation, express or implied, or of any kind whatever, as to the subject property or any structure thereon, whether as to location, quality, kind, character, size, description, fitness for any use or purpose (including habitability or other occupancy), freedom from any defect (whether latent or patent), compliance with or freedom from violation (or legal action to abate claimed violation) of any building, housing, zoning, environmental and/or other applicable ordinances, statutes or laws, or freedom from legal action to demolish any structure by reason of the condition thereof, or any other aspect of the property or structures thereon now or hereafter. PURCHASER'S RIGHTS ARE SUBJECT TO ALL MATTERS ASCERTAINABLE FROM PERSONAL INSPECTION AND FROM CONSULTATION WITH LOCAL GOVERNMENTAL AUTHORITIES.

Purchaser Acknowledgment. The terms and provisions of any "Purchaser Acknowledgment" concerning this item are a part hereof.

Acceptance Date: _____

SELLER: _____

By Its Authorized Agent
County Tax Agent - Telephone 618-656-5744
Post Office Box 96, Edwardsville, Illinois 62025-0096
www.iltaxsale.com

Possession. PURCHASER shall not enter the subject property or any structure thereon or otherwise take physical possession thereof, or cause any detrimental alteration thereto, or remove any personal property therefrom, at any time before recording of the deed to PURCHASER. PURCHASER shall, at PURCHASER'S expense maintain the subject property in safe condition and assure its compliance with all applicable laws and ordinances from and after the date hereof and, if presently unoccupied, shall secure the same against unauthorized entry. No refunds will be made based upon damage to, or the condition of, the subject property or any structure thereon at any time.

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Future Taxes. PURCHASER shall pay all general taxes accruing, and all special taxes and assessments becoming due, upon the subject property for the period beginning January 1 of the year 2025.

Indemnity. PURCHASER hereby releases and agrees to hold harmless and to indemnify SELLER, and SELLER'S Agent, and each of their respective officers, agents, subagents and employees from, and hereby assumes all responsibility for, all existing and future liabilities associated with the subject property and any improvements thereon, and from all costs, claims, losses and expenses (including reasonable attorney fees and other costs of litigation) caused by, resulting from, or relating to the acts or omissions of the PURCHASER and the PURCHASER'S agents and employees from and after the date of this contract. Purchaser shall indemnify and hold harmless Seller from all loss, including attorney fees & costs, Seller incurs related to any claim made pursuant to the principles stated in Tyler v. Hennepin Cnty., Minnesota, 143 S. Ct. 1369 (2023).

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Right of Rescission. UNTIL RECORDING OF THE DEED TO PURCHASER, THE SELLER RESERVES THE UNCONDITIONAL RIGHT TO CANCEL THIS AGREEMENT AND RESCIND THIS SALE, FOR ANY REASON WHATSOEVER, AND IN SUCH EVENT ALL SUMS DEPOSITED WITH SELLER HEREUNDER SHALL BE REFUNDED WITHOUT INTEREST THEREON.

rev 4/24

Purchaser Signature(s)
X _____
X _____

BINDING PURCHASE CONTRACT / REAL ESTATE / SEALED BID

Item # 0824925
The terms and provisions of any "Purchaser Acknowledgment" concerning this item are a part hereof.

ST. CLAIR County, as Trustee hereinafter referred to as "**SELLER**"

SUBJECT PROPERTY: 08-22.0-112-025
(Identified by Tract or Permanent Parcel ID#)

Date of Bid: _____
Bid: \$ _____
MINIMUM BID IS \$786.00
Please **enclose payment** for the full amount of bid. If you are not the successful bidder, the funds will be returned. If you are the successful bidder, the payment will be deposited and a signed copy of this contract will be returned to you.

The information below will appear upon the deed and future tax bills.
PURCHASER(S): _____ **(PLEASE PRINT)**
City of Belleville
Hereinafter referred to as "**PURCHASER**"
MAILING ADDRESS: 101 South Illinois St
Belleville, IL 62220
PHONE NUMBER: _____
Email: jmeyer@belleville.net

PURCHASER agrees to purchase and SELLER agrees to sell the interest of SELLER in the "SUBJECT PROPERTY" described by the above Tract or Permanent Parcel ID number(s) upon the terms and conditions herein. **NO PERSONAL PROPERTY IS SOLD TO PURCHASER HEREUNDER!**

Method of Payment. All payments are to be made payable to COUNTY TRUSTEE. Bids will not be considered unless full payment is tendered along with the bid.

Title/Survey. SELLER MAKES NO GUARANTEE AS TO THE QUALITY OR CONDITION OF TITLE. Title may be affected by defects arising prior or subsequent to SELLER'S acquisition. PURCHASER shall obtain and pay for any title examination and/or survey desired by PURCHASER. If the PURCHASER'S research reveals any defect which renders the title unmarketable, and if written evidence of such defect is presented to SELLER within 30 days from date of the Purchase Offer, and if SELLER shall be unable or unwilling to cure such defect within a reasonable time (during which time the final payment date shall be extended without expense to PURCHASER), the PURCHASER has the right to rescind the sale and receive a refund of all sums deposited with SELLER under the Purchase Offer without interest thereon. All claims of defect in title and/or survey shall be deemed waived by PURCHASER unless presented to SELLER in the time and manner above provided. The SELLER will not in any case be required to reimburse PURCHASER for expenses incurred in any investigation or inspection of the property or its title, or in curing any defects in the condition thereof, or for any other expense.

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Acceptance Date: _____

SELLER: _____

By Its Authorized Agent
County Tax Agent - Telephone 618-656-5744
Post Office Box 96, Edwardsville, Illinois 62025-0096
www.iltaxsale.com

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Future Taxes. PURCHASER shall pay all general taxes accruing, and all special taxes and assessments becoming due, upon the subject property for the period beginning January 1 of the year 2025.

Indemnity. PURCHASER hereby releases and agrees to hold harmless and to indemnify SELLER, and SELLER'S Agent, and each of their respective officers, agents, subagents and employees from, and hereby assumes all responsibility for, all existing and future liabilities associated with the subject property and any improvements thereon, and from all costs, claims, losses and expenses (including reasonable attorney fees and other costs of litigation) caused by, resulting from, or relating to the acts or omissions of the PURCHASER and the PURCHASER'S agents and employees from and after the date of this contract. Purchaser shall indemnify and hold harmless Seller from all loss, including attorney fees & costs, Seller incurs related to any claim made pursuant to the principles stated in Tyler v. Hennepin Cnty., Minnesota, 143 S. Ct. 1369 (2023).

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rev 4/24

Purchaser Signature(s)
X _____
X _____

ST. CLAIR COUNTY TAX AGENT

141 ST. ANDREWS AVENUE
P.O. BOX 96
EDWARDSVILLE, ILLINOIS 62025
(618) 656-5744
FAX# : (618) 656-5094

September 12, 2024

City of Belleville
101 South Illinois St
Belleville, IL 62220

RE: Item #: 0824926
Parcel Number : 08-27.0-112-001

Dear Sir or Madam:

Please find enclosed the purchase agreement you requested on the above referenced item.

In order to complete the purchase in a timely manner, you will need to do the following:

1. Sign both purchase agreements and return on or before 10/12/2024.
2. Make your payment payable to County Trustee in the amount of \$786.00.
3. Mail payment and BOTH signed contracts to St. Clair County Tax Agent, P.O. Box 96, Edwardsville, Illinois 62025.

The property will be deeded exactly how the Purchaser's name and address appears at the top of the contracts. Should you elect to take title in a different name, you must contact our office for a name change form.

If there are any questions, immediately contact our office.

Sincerely,

Auction Department

Enclosures

BINDING PURCHASE CONTRACT / REAL ESTATE / SEALED BID

Item # 0824926
The terms and provisions of any "Purchaser Acknowledgment" concerning this item are a part hereof.

ST. CLAIR County, as Trustee hereinafter referred to as "**SELLER**"

SUBJECT PROPERTY: 08-27.0-112-001
(Identified by Tract or Permanent Parcel ID#)

Date of Bid: _____
Bid: \$ _____
MINIMUM BID IS \$786.00
Please **enclose payment** for the full amount of bid. If you are not the successful bidder, the funds will be returned. If you are the successful bidder, the payment will be deposited and a signed copy of this contract will be returned to you.

The information below will appear upon the deed and future tax bills.
PURCHASER(S): _____ **(PLEASE PRINT)**
City of Belleville
Hereinafter referred to as "**PURCHASER**"
MAILING ADDRESS: 101 South Illinois St
Belleville, IL 62220
PHONE NUMBER: _____
Email: jmeyer@belleville.net

PURCHASER agrees to purchase and SELLER agrees to sell the interest of SELLER in the "SUBJECT PROPERTY" described by the above Tract or Permanent Parcel ID number(s) upon the terms and conditions herein. **NO PERSONAL PROPERTY IS SOLD TO PURCHASER HEREUNDER!**

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Purchaser Acknowledgment. The terms and provisions of any "Purchaser Acknowledgment" concerning this item are a part hereof.

Acceptance Date: _____

SELLER: _____

By Its Authorized Agent
County Tax Agent - Telephone 618-656-5744
Post Office Box 96, Edwardsville, Illinois 62025-0096
www.iltaxsale.com

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Possession. PURCHASER shall not enter the subject property or any structure thereon or otherwise take physical possession thereof, or cause any detrimental alteration thereto, or remove any personal property therefrom, at any time before recording of the deed to PURCHASER. PURCHASER shall, at PURCHASER'S expense maintain the subject property in safe condition and assure its compliance with all applicable laws and ordinances from and after the date hereof and, if presently unoccupied, shall secure the same against unauthorized entry. No refunds will be made based upon damage to, or the condition of, the subject property or any structure thereon at any time.

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Future Taxes. PURCHASER shall pay all general taxes accruing, and all special taxes and assessments becoming due, upon the subject property for the period beginning January 1 of the year 2025.

Indemnity. PURCHASER hereby releases and agrees to hold harmless and to indemnify SELLER, and SELLER'S Agent, and each of their respective officers, agents, subagents and employees from, and hereby assumes all responsibility for, all existing and future liabilities associated with the subject property and any improvements thereon, and from all costs, claims, losses and expenses (including reasonable attorney fees and other costs of litigation) caused by, resulting from, or relating to the acts or omissions of the PURCHASER and the PURCHASER'S agents and employees from and after the date of this contract. Purchaser shall indemnify and hold harmless Seller from all loss, including attorney fees & costs, Seller incurs related to any claim made pursuant to the principles stated in Tyler v. Hennepin Cnty., Minnesota, 143 S. Ct. 1369 (2023).

Failure to Complete Purchase. IN THE EVENT PURCHASER FAILS TO COMPLETE THIS PURCHASE, SELLER MAY RETAIN ALL MONIES PAID AS LIQUIDATED DAMAGES AND NOT AS A PENALTY. PURCHASER ACKNOWLEDGES THAT SUCH RETENTION IS REASONABLE UNDER THE CIRCUMSTANCES AND THAT PURCHASER SHALL HAVE NO FURTHER RIGHT HEREUNDER.

Right of Rescission. UNTIL RECORDING OF THE DEED TO PURCHASER, THE SELLER RESERVES THE UNCONDITIONAL RIGHT TO CANCEL THIS AGREEMENT AND RESCIND THIS SALE, FOR ANY REASON WHATSOEVER, AND IN SUCH EVENT ALL SUMS DEPOSITED WITH SELLER HEREUNDER SHALL BE REFUNDED WITHOUT INTEREST THEREON.

rev 4/24

Purchaser Signature(s)
X _____
X _____

BINDING PURCHASE CONTRACT / REAL ESTATE / SEALED BID

Item # 0824926
The terms and provisions of any "Purchaser Acknowledgment" concerning this item are a part hereof.

ST. CLAIR County, as Trustee hereinafter referred to as "**SELLER**"

SUBJECT PROPERTY: 08-27.0-112-001
(Identified by Tract or Permanent Parcel ID#)

Date of Bid: _____
Bid: \$ _____
MINIMUM BID IS \$786.00
Please **enclose payment** for the full amount of bid. If you are not the successful bidder, the funds will be returned. If you are the successful bidder, the payment will be deposited and a signed copy of this contract will be returned to you.

The information below will appear upon the deed and future tax bills.
PURCHASER(S): _____ **(PLEASE PRINT)**
City of Belleville
Hereinafter referred to as "**PURCHASER**"
MAILING ADDRESS: 101 South Illinois St
Belleville, IL 62220
PHONE NUMBER: _____
Email: jmeyer@belleville.net

PURCHASER agrees to purchase and SELLER agrees to sell the interest of SELLER in the "SUBJECT PROPERTY" described by the above Tract or Permanent Parcel ID number(s) upon the terms and conditions herein. **NO PERSONAL PROPERTY IS SOLD TO PURCHASER HEREUNDER!**

Method of Payment. All payments are to be made payable to COUNTY TRUSTEE. Bids will not be considered unless full payment is tendered along with the bid.

Title/Survey. SELLER MAKES NO GUARANTEE AS TO THE QUALITY OR CONDITION OF TITLE. Title may be affected by defects arising prior or subsequent to SELLER'S acquisition. PURCHASER shall obtain and pay for any title examination and/or survey desired by PURCHASER. If the PURCHASER'S research reveals any defect which renders the title unmarketable, and if written evidence of such defect is presented to SELLER within 30 days from date of the Purchase Offer, and if SELLER shall be unable or unwilling to cure such defect within a reasonable time (during which time the final payment date shall be extended without expense to PURCHASER), the PURCHASER has the right to rescind the sale and receive a refund of all sums deposited with SELLER under the Purchase Offer without interest thereon. All claims of defect in title and/or survey shall be deemed waived by PURCHASER unless presented to SELLER in the time and manner above provided. The SELLER will not in any case be required to reimburse PURCHASER for expenses incurred in any investigation or inspection of the property or its title, or in curing any defects in the condition thereof, or for any other expense.

Property Condition. PURCHASER hereby accepts the subject property in "AS IS" condition, based upon PURCHASER'S own inspection and acceptance of the record and actual physical condition of the property and structures thereon. Neither SELLER nor SELLER'S Agent makes any guarantee, warranty or representation, express or implied, or of any kind whatever, as to the subject property or any structure thereon, whether as to location, quality, kind, character, size, description, fitness for any use or purpose (including habitability or other occupancy), freedom from any defect (whether latent or patent), compliance with or freedom from violation (or legal action to abate claimed violation) of any building, housing, zoning, environmental and/or other applicable ordinances, statutes or laws, or freedom from legal action to demolish any structure by reason of the condition thereof, or any other aspect of the property or structures thereon now or hereafter. PURCHASER'S RIGHTS ARE SUBJECT TO ALL MATTERS ASCERTAINABLE FROM PERSONAL INSPECTION AND FROM CONSULTATION WITH LOCAL GOVERNMENTAL AUTHORITIES.

Purchaser Acknowledgment. The terms and provisions of any "Purchaser Acknowledgment" concerning this item are a part hereof.

Acceptance Date: _____

SELLER: _____

By Its Authorized Agent
County Tax Agent - Telephone 618-656-5744
Post Office Box 96, Edwardsville, Illinois 62025-0096
www.iltaxsale.com

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Future Taxes. PURCHASER shall pay all general taxes accruing, and all special taxes and assessments becoming due, upon the subject property for the period beginning January 1 of the year 2025.

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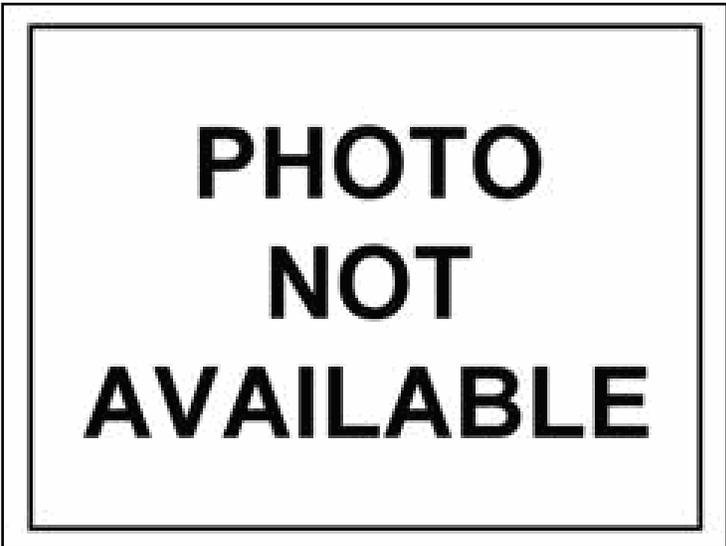
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rev 4/24

Purchaser Signature(s)
X _____
X _____

Auction Date August 1, 2024
Township BELLEVILLE
Property Address 400 S. JACKSON ST.
BELLEVILLE, IL 62220
Lot Size 50 X 77.5±
Parcels 08-27.0-112-001
Catalog Description 400 S. JACKSON ST.
BELLEVILLE, IL
2.5 STORY FRAME



ST. CLAIR COUNTY TAX AGENT

141 ST. ANDREWS AVENUE
P.O. BOX 96
EDWARDSVILLE, ILLINOIS 62025
(618) 656-5744
FAX# : (618) 656-5094

September 12, 2024

City of Belleville
101 South Illinois St
Belleville, IL 62220

RE: Item #: 0824924
Parcel Number : 08-21.0-420-003

Dear Sir or Madam:

Please find enclosed the purchase agreement you requested on the above referenced item.

In order to complete the purchase in a timely manner, you will need to do the following:

1. Sign both purchase agreements and return on or before 10/12/2024.
2. Make your payment payable to County Trustee in the amount of \$786.00.
3. Mail payment and BOTH signed contracts to St. Clair County Tax Agent, P.O. Box 96, Edwardsville, Illinois 62025.

The property will be deeded exactly how the Purchaser's name and address appears at the top of the contracts. Should you elect to take title in a different name, you must contact our office for a name change form.

If there are any questions, immediately contact our office.

Sincerely,

Auction Department

Enclosures

BINDING PURCHASE CONTRACT / REAL ESTATE / SEALED BID

Item # 0824924
The terms and provisions of any "Purchaser Acknowledgment" concerning this item are a part hereof.

ST. CLAIR County, as Trustee hereinafter referred to as "**SELLER**"

SUBJECT PROPERTY: 08-21.0-420-003
(Identified by Tract or Permanent Parcel ID#)

Date of Bid: _____
Bid: \$ _____
MINIMUM BID IS \$786.00
Please **enclose payment** for the full amount of bid. If you are not the successful bidder, the funds will be returned. If you are the successful bidder, the payment will be deposited and a signed copy of this contract will be returned to you.

The information below will appear upon the deed and future tax bills.
PURCHASER(S): _____ **(PLEASE PRINT)**
City of Belleville
Hereinafter referred to as "**PURCHASER**"
MAILING ADDRESS: 101 South Illinois St
Belleville, IL 62220
PHONE NUMBER: _____
Email: jmeyer@belleville.net

PURCHASER agrees to purchase and SELLER agrees to sell the interest of SELLER in the "SUBJECT PROPERTY" described by the above Tract or Permanent Parcel ID number(s) upon the terms and conditions herein. **NO PERSONAL PROPERTY IS SOLD TO PURCHASER HEREUNDER!**

Method of Payment. All payments are to be made payable to COUNTY TRUSTEE. Bids will not be considered unless full payment is tendered along with the bid.

Title/Survey. SELLER MAKES NO GUARANTEE AS TO THE QUALITY OR CONDITION OF TITLE. Title may be affected by defects arising prior or subsequent to SELLER'S acquisition. PURCHASER shall obtain and pay for any title examination and/or survey desired by PURCHASER. If the PURCHASER'S research reveals any defect which renders the title unmarketable, and if written evidence of such defect is presented to SELLER within 30 days from date of the Purchase Offer, and if SELLER shall be unable or unwilling to cure such defect within a reasonable time (during which time the final payment date shall be extended without expense to PURCHASER), the PURCHASER has the right to rescind the sale and receive a refund of all sums deposited with SELLER under the Purchase Offer without interest thereon. All claims of defect in title and/or survey shall be deemed waived by PURCHASER unless presented to SELLER in the time and manner above provided. The SELLER will not in any case be required to reimburse PURCHASER for expenses incurred in any investigation or inspection of the property or its title, or in curing any defects in the condition thereof, or for any other expense.

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Acceptance Date: _____

SELLER: _____

By Its Authorized Agent
County Tax Agent - Telephone 618-656-5744
Post Office Box 96, Edwardsville, Illinois 62025-0096
www.iltaxsale.com

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rev 4/24

Purchaser Signature(s)
X _____
X _____

BINDING PURCHASE CONTRACT / REAL ESTATE / SEALED BID

Item # 0824924
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ST. CLAIR County, as Trustee hereinafter referred to as "**SELLER**"

SUBJECT PROPERTY: 08-21.0-420-003
(Identified by Tract or Permanent Parcel ID#)

Date of Bid: _____
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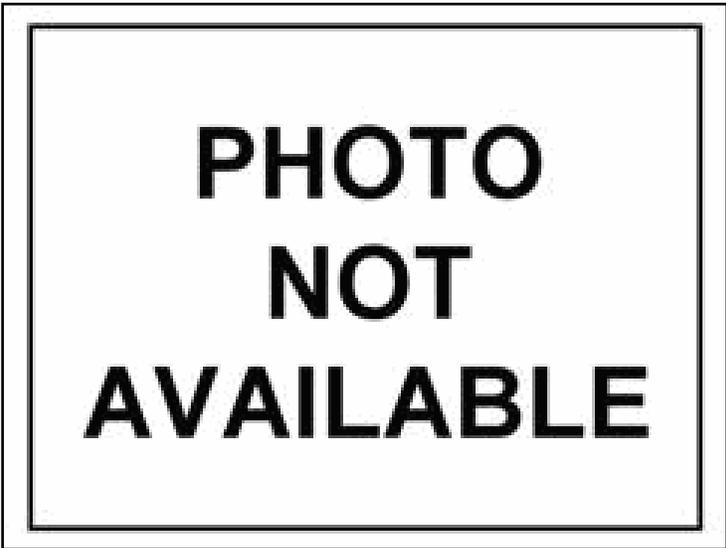
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rev 4/24

Purchaser Signature(s)
X _____
X _____

Auction Date August 1, 2024
 Township BELLEVILLE
 Property Address 12 E. D ST.
 BELLEVILLE, IL 62220
 Lot Size 80 X 50.16
 Parcels 08-21.0-420-003
 Catalog Description 12 E. D ST.
 BELLEVILLE, IL
 2.5 STORY BRICK APARTMENT
 BUILDING



CITY OF BELLEVILLE, ILLINOIS

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



DATE: September 10, 2024
TO: All City of Belleville Elected Officials
FROM: Jamie Maitret, Finance Director *JM*
RE: Bank financing of two rear loader sanitation trucks

On March 20, 2023 the City Council approved the purchase of 2 new rear loader sanitation trucks. It was mentioned at that time that the City intended to finance the purchase of these new trucks through a local bank when the trucks were ready to be delivered. We have recently received communication from the vendor that the trucks should be delivered within a couple of weeks.

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

Of the three quotes I received, Busey Bank was the lowest when considering annual interest rates along with closing costs. They are proposing a short-term loan (4 years) for the purchase price of the trucks (\$418,110), at an interest rate of 3.90%. Payments will be due semiannually over 4 years, with the first payment being due six months from closing. There is a \$500 loan fee as well. Clayton Holdings, LLC (Commerce Bank) proposed 4.01%, and Bank of Belleville proposed 5.41%.

It is staff's recommendation to accept Busey Bank's short-term financing offer at 3.90% interest, with closing on the loan to occur on or about September 17, 2024.

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



Busey Bank
5720 W Main St
Belleville IL 62226
busey.com

September 3, 2024

Jamie Maitret, CPA
Finance Director
City of Belleville
101 S Illinois Street
Belleville IL 62220

Dear Jamie:

Thank you for providing Busey Bank ("Busey") with the opportunity to support your financing needs. The financing structure outlined in this term sheet ("Term Sheet") represents the basic terms and conditions of proposed loan(s) (the "Loan(s)") by Busey to City of Belleville ("Borrower"). These terms and conditions do not constitute a commitment to lend, and are subject to change once our due diligence, credit analysis and underwriting are complete.

BORROWER: City of Belleville

Loan Amount: \$418,110

Option 1

Pricing: 3.97%
Term: 36 months
Payment: P&I due semi-annually
Amortization: 36 months

Option 2

Pricing: 3.90%
Term: 48 months
Payment: P&I due semi-annually
Amortization: 48 months

Loan Fee: \$500 loan fee

Collateral: Two (2) Sanitation Trucks; UCC filing on equipment attached to each Sanitation Truck

OTHER TERMS AND CONDITIONS:

Interest Calculation: Interest on this Note is computed on a 365/360 basis; that is, by applying the ratio of the interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding.

Loan Agreement(s): Borrower will enter into Loan Agreement(s) containing conditions to funding, representations and warranties, covenants, and events of default reflecting the terms herein described and such other terms and conditions deemed appropriate to Busey's counsel

Indemnification: Borrower will indemnify Busey against losses, liabilities, claims, damages, or expenses (including all attorney's fees and settlement costs) incurred by Busey relating to the Loan(s) or Borrower's use of Loan proceeds.

Legal Opinion:

Borrower will provide Busey with an attorney opinion letter affirming City's tax-exempt status.

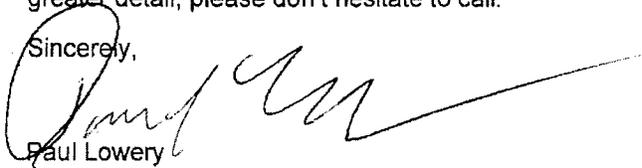
This is a term sheet and not a commitment to lend, nor an agreement to issue a commitment to lend and should not be relied upon by you or any other person for any purpose. Please note that this outline does not contain all of the terms, conditions and other provisions involved in this transaction that would be more fully described in the definitive legal documents for the proposed transaction.

Should you wish to request Busey proceed with obtaining formal credit approval under the general terms and conditions outlined herein in this non-binding term sheet, please sign where indicated below by September 16, 2024. You will be responsible for the cost of third-party reports and attorney fees and all other out-of-pocket fees and expenses, continued due diligence and underwriting, whether or not the Loan(s) close.

Should the Loan(s) close, these monies will be applied towards closing costs. Should the Loan(s) not close for any reason, these monies will be returned to the Borrower, net of any out-of-pocket fees and expenses.

Thank you again for considering Busey. If you have any questions or would like to discuss these terms in greater detail, please don't hesitate to call.

Sincerely,



Paul Lowery
Vice President

These terms would be acceptable on your final credit approval:

City of Belleville

Date

Name:
Title:

watts

"Where service is more than a promise."

SPRINGFIELD
Corporate Office
2860 Stanton Ave.
Springfield, IL 62703
217-529-6697

MATTOON
820 Broadway Ave.
217-310-2059

MACOMB
904 W. Jackson St.
309-837-2177

DECATUR
2560 Federal Dr.
217-429-3232

PEORIA
6744 Frostwood Pkwy
309-699-2070

QUINCY
2901 Broadway St.
217-222-0758

CHAMPAIGN
475 Devonshire Drive
217-352-0428

BELLEVILLE
215 Centreville Ave.
618-234-9725

BLOOMINGTON
211 S. Prospect Rd.
309-663-7012

Personalized Proposal for City of Belleville General & Community Assistance

Attention: Jaimie Maitret

700 West Main

Belleville, IL 62220

618-223-6810

jmaitret@belleville.net

September 4, 2024

Presented by:

Jerry Travous

jtravous@wattscopy.com

618-234-9725



Proposal for City of Belleville General & Community Assistance

Technology Recommendation:

To replace existing M6630cidn, W6408

New Kyocera M3500cifx Color Multifunctional Document Printer

- *Print/Copy/Scan/Fax*
- *37 pages-per-minute*
- *100-sheet OR Dual Scan Document Processor*
- *Two 550-sheet Adjustable Paper Drawers*

Program Recommendation:

60 Month Bundled Lease Program (equipment & maintenance) **\$81.00 /month**

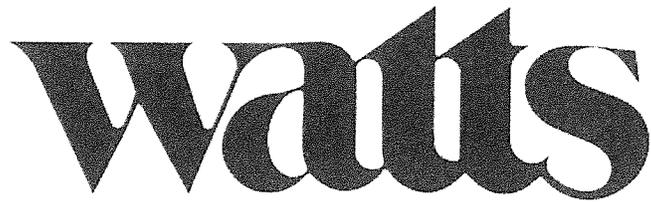
Full Coverage Maintenance Program

Includes 3,000 black/white images quarterly, excess billed at \$.015 each.
Includes 900 color images quarterly, excess billed at \$.079 each.

**Program includes all service, parts, labor, mileage, fuser rollers, drums, toner, color toners, developer and preventative maintenance.
Delivery, installation, network setup and training included.**

This proposal pricing is valid through October 4, 2024.

Watts is proud to be certified under the State of Illinois' Business Enterprise Program (BEP) as a Women Business Enterprise (WBE).



COPY SYSTEMS, INC.

"where service is more than a promise"

Cost Analysis

Current Program:

Monthly Base	\$	85.68/month
Avg. B/W Overage (0 X \$0.022)	\$	00.00/month
Avg. Color Overage (443 X \$0.0935)	\$	41.42/month
Total:	\$	127.10/month

Proposed Program:

Monthly Base	\$	81.00/month
Avg. B/W Overage (0X \$0.0015)	\$	00.00/month
Avg. Color Usage (443 X \$0.079)	\$	35.00/month
Total:	\$	116.00/month

Estimated Monthly Savings

\$11.10



COVER SHEET

Proposed Submitted By: Contractor's Name			
Fournie Contracting Company, Inc.			
Contractor's Address		City	State Zip Code
2700 South Belt West		Belleville	IL 62226

STATE OF ILLINOIS		
Local Public Agency	County	Section Number
City of Belleville	St. Clair	25-00000-08-GM

Route(s) (Street/Road Name)	Type of Funds
Various Routes	TIF/MFT-Concrete Patch

Proposal Only Proposal and Plans Proposal only, plans are separate

Submitted/Approved
For Local Public Agency:

<p>For a County and Road District Project</p> <p>Submitted/Approved</p> <p>Highway Commissioner Signature & Date</p> <p>Submitted/Approved</p> <p>County Engineer/Supervisor of Highways Signature & Date</p>
--

<p>For a Municipal Project</p> <p>Submitted/Approved/Passed</p> <p>Signature & Date</p> <p><i>Patty Gregory 8-2-24</i></p> <p>Official Title</p> <p>Mayor</p>

<p>Department of Transportation</p> <p>Released for bid based on limited review</p> <p>Regional Engineer Signature & Date</p> <p><i>VJR</i> AUG 13 2024</p>
--

Note: All proposal documents, including Proposal Guaranty Checks or Proposal Bid Bonds, should be stapled together to prevent loss when bids are processed.

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
City of Belleville	St. Clair	25-00000-08-GM	Various Routes

NOTICE TO BIDDERS

Sealed proposals for the project described below will be received at the office of Clerk

101 S Illinois St Belleville, Illinois 62220	Name of Office	until 10:30 AM	on 9/04/2024
Address		Time	Date

Sealed proposals will be opened and read publicly at the office of Clerk

101 S Illinois St Belleville, Illinois 62220	Name of Office	at 10:30 AM	on 9/04/2024
Address		Time	Date

DESCRIPTION OF WORK

Location	Project Length
Various Routes	

Proposed Improvement
CONCRETE STREET PATCHES

1. Plans and proposal forms will be available in the office of

CITY ENGINEER 2300 West Main St., Bldg. M-Suite M116, Belleville, Illinois 62226, and at www.belleville.net
--

2. Prequalification
If checked, the 2 apparent as read low bidders must file within 24 hours after the letting an "Affidavit of Availability" (Form BC 57) in triplicate, showing all uncompleted contracts awarded to them and all low bids pending award for Federal, State, County, Municipal and private work. One original shall be filed with the Awarding Authority and two originals with the IDOT District Office.
3. The Awarding Authority reserves the right to waive technicalities and to reject any or all proposals as provided in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals.
4. The following BLR Forms shall be returned by the bidder to the Awarding Authority:
 - a. Local Public Agency Formal Contract Proposal (BLR 12200)
 - b. Schedule of Prices (BLR 12201)
 - c. Proposal Bid Bond (BLR 12230) (if applicable)
 - d. Apprenticeship or Training Program Certification (BLR 12325) (do not use for project with Federal funds.)
 - e. Affidavit of Illinois Business Office (BLR 12326) (do not use for project with Federal funds)
5. The quantities appearing in the bid schedule are approximate and are prepared for the comparison of bids. Payment to the Contractor will be made only for the actual quantities of work performed and accepted or materials furnished according to the contract. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased or omitted as hereinafter provided.
6. Submission of a bid shall be conclusive assurance and warranty the bidder has examined the plans and understands all requirements for the performance of work. The bidder will be responsible for all errors in the proposal resulting from failure or neglect to conduct an in depth examination. The Awarding Authority will, in no case, be responsible for any costs, expenses, losses or changes in anticipated profits resulting from such failure or neglect of the bidder.
7. The bidder shall take no advantage of any error or omission in the proposal and advertised contract.
8. If a special envelope is supplied by the Awarding Authority, each proposal should be submitted in that envelope furnished by the Awarding Agency and the blank spaces on the envelope shall be filled in correctly to clearly indicate its contents. When an envelope other than the special one furnished by the Awarding Authority is used, it shall be marked to clearly indicate its contents. When sent by mail, the sealed proposal shall be addressed to the Awarding Authority at the address and in care of the official in whose office the bids are to be received. All proposals shall be filed prior to the time and at the place specified in the Notice to Bidders. Proposals received after the time specified will be returned to the bidder unopened.
9. Permission will be given to a bidder to withdraw a proposal if the bidder makes the request in writing or in person before the time for opening proposals.

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
City of Belleville	St. Clair	25-00000-08-GM	Various Routes

PROPOSAL

1. Proposal of Fournie Contracting Company, Inc.
 Contractor's Name
2700 South Belt West, Belleville, ILL 62226
 Contractor's Address

2. The plans for the proposed work are those prepared by _____ and approved by the Department of Transportation on _____
3. The specifications referred to herein are those prepared by the Department of Transportation and designated as "Standard Specifications for Road and Bridge Construction" and the "Supplemental Specifications and Recurring Special Provisions" thereto, adopted and in effect on the date of invitation for bids
4. The undersigned agrees to accept, as part of the contract, the applicable Special Provisions indicated on the "Check Sheet for Recurring Special Provisions" contained in this proposal.
5. The undersigned agrees to complete the work within _____ working days or by 04/30/25 unless additional time is granted in accordance with the specifications.
6. The successful bidder at the time of execution of the contract will _____ be required to deposit a contract bond for the full amount of the award. When a contract bond is not required, the proposal guaranty check will be held in lieu thereof. If this proposal is accepted and the undersigned fails to execute a contract and contract bond as required, it is hereby agreed that the Bid Bond of check shall be forfeited to the Awarding Authority.
7. Each pay item should have a unit price and a total price. If no total price is shown or if there is a discrepancy between the products of the unit price multiplied by the quantity, the unit price shall govern. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price. A bid may be declared unacceptable if neither a unit price nor a total price is shown.
8. The undersigned submits herewith the schedule of prices on BLR 12201 covering the work to be performed under this contract.
9. The undersigned further agrees that if awarded the contract for the sections contained in the combinations on BLR 12201, the work shall be in accordance with the requirements of each individual proposal for the multiple bid specified in the Schedule for Multiple Bids below.
10. A proposal guaranty in the proper amount, as specified in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals, will be required. Bid Bonds will _____ be allowed as a proposal guaranty. Accompanying this proposal is either a bid bond, if allowed, on Department form BLR 12230 or a proposal guaranty check, complying with the specifications, made payable to: City of Belleville Treasurer of _____
 The amount of the check is Bid Bond (_____).

Attach Cashier's Check or Certified Check Here

In the event that one proposal guaranty check is intended to cover two or more bid proposals, the amount must be equal to the sum of the proposal guaranties which would be required for each individual bid proposal. If the proposal guaranty check is placed in another bid proposal, state below where it may be found.

The proposal guaranty check will be found in the bid proposal for Section Number _____

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
City of Belleville	St. Clair	25-00000-08-GM	Various Routes

CONTRACTOR CERTIFICATIONS

The certifications hereinafter made by the bidder are each a material representation of fact upon which reliance is placed should the Department enter into the contract with the bidder.

1. **Debt Delinquency.** The bidder or contractor or subcontractor, respectively, certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue unless the individual or other entity is contesting, in accordance with the procedure established by the appropriate Revenue Act, its liability for the tax or the amount of the tax. Making a false statement voids the contract and allows the Department to recover all amounts paid to the individual or entity under the contract in a civil action.
2. **Bid-Rigging or Bid Rotating.** The bidder or contractor or subcontractor, respectively, certifies that it is not barred from contracting with the Department by reason of a violation of either 720 ILCS 5/33E-3 or 720 ILCS 5/33E-4.

A violation of section 33E-3 would be represented by a conviction of the crime of bid-rigging which, in addition to Class 3 felony sentencing, provides that any person convicted of this offense, or any similar offense of any state or the United States which contains the same elements as this offense shall be barred for 5 years from the date of conviction from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation; (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent on behalf of the corporation.

A violation of Section 33E-4 would be represented by a conviction of the crime of bid-rotating which, in addition to Class 2 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be permanently barred from contracting with any unit of State or Local government. No corporation shall be barred from contracting with any unit of State or Local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent on behalf of the corporation.

3. **Bribery.** The bidder or contractor or subcontractor, respectively, certifies that, it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois or any unit of local government, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm.
4. **Interim Suspension or Suspension.** The bidder or contractor or subcontractor, respectively, certifies that it is not currently under a suspension as defined in Subpart 1 of Title 44 Subtitle A Chapter III Part 6 of the Illinois Administrative code. Furthermore, if suspended prior to completion of this work, the contract or contracts executed for the completion of this work may be canceled.

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
City of Belleville	St. Clair	25-00000-08-GM	Various Routes

SIGNATURES

(If an individual)

Bidder Signature & Date

Business Address

City State Zip Code

(If a partnership)

Firm Name

Signature & Date

Title

Business Address

City State Zip Code

Insert the Names and Addresses of all Partners

[Empty box for partners]

(If a corporation)



Corporate Name

Fournie Contracting Company Inc.

Signature & Date

Karen Fournie

Title

President

Business Address

2700 South Belt West

City State Zip Code

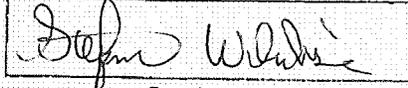
Belleville IL 62226

Insert Names of Officers

President

Karen Fournie

Attest:


Secretary

Secretary

Stefanie Wilcockson

Treasurer

Karen Fournie

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
City of Belleville	St. Clair	25-00000-08-GM	Various Routes

4. A bid may be declared unacceptable if neither a unit price or total price is shown.

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
City of Belleville	St. Clair	25-00000-08-GM	Various Routes MFT On

4. A bid may be declared unacceptable if neither a unit price or total price is shown.



Contractor's Name

Contractor's Address

City

State

Zip Code

Local Public Agency

County

Section Number

Route(s) (Street/Road Name)

Schedule for Multiple Bids

Combination Letter	Section Included in Combinations	Total

Schedule for Single Bid

(For complete information covering these items, see plans and specifications.)

Item Number	Items	Unit	Quantity	Unit Price	Total
1	Class B Patch, SPC TI 8 IN	SY	0		
2	Class B Patch, SPC TII 8 IN	SY	0		
4	Class B Patch, SPC TIV 8 IN	SY	0		
6	Class B Patch, SPC TIII 10 IN	SY	117.9	\$ 200.00	\$ 23,580.00
8	Tie Bar Credit	EA	25	(\$9.0000)	(\$225.00)
9	Dowel Bar Credit	EA	25	(\$11.0000)	(\$275.00)
Bidder's Total Proposal					(\$500.00)

- Each pay item should have a unit price and a total price.
- If no total price is shown or if there is a discrepancy between the product of the unit price multiplied by the quantity, the unit price shall govern.
- If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price.

Total \$ 23,080.00

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
City of Belleville	St. Clair	25-00000-08-GM	Various Routes TIF Only

4. A bid may be declared unacceptable if neither a unit price or total price is shown.



Local Public Agency	County	Street Name/Road Name	Section Number
City of Belleville	St. Clair	Various Routes	25-00000-08-GM

All contractors are required to complete the following certification

- For this contract proposal or for all bidding groups in this deliver and install proposal.
- For the following deliver and install bidding groups in this material proposal.

Illinois Department of Transportation policy, adopted in accordance with the provisions of the Illinois Highway Code, requires this contract to be awarded to the lowest responsive and responsible bidder. The award decision is subject to approval by the Department. In addition to all other responsibility factors, this contract or deliver and install proposal requires all bidders and all bidder's subcontractors to disclose participation in apprenticeship or training programs that are (1) approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training, and (2) applicable to the work of the above indicated proposals or groups. Therefore, all bidders are required to complete the following certification:

1. Except as provided in paragraph 4 below, the undersigned bidder certifies that it is a participant, either as an individual or as part of a group program, in an approved apprenticeship or training program applicable to each type of work or craft that the bidder will perform with its own employees.
2. The undersigned bidder further certifies, for work to be performed by subcontract, that each of its subcontractors either (A) is, at the time of such bid, participating in an approved, applicable apprenticeship or training program; or (B) will, prior to commencement of performance of work pursuant to this contract, establish participation in an approved apprenticeship or training program applicable to the work of the subcontract.
3. The undersigned bidder, by inclusion in the list in the space below, certifies the official name of each program sponsor holding the Certificate of Registration for all of the types of work or crafts in which the bidder is a participant and that will be performed with the bidder's employees. Types of work or craft that will be subcontracted shall be included and listed as subcontract work. The list shall also indicate any type of work or craft job category for which there is no applicable apprenticeship or training program available.

Laborers-Illinois Laborers & Contractors Training Trust Fund
 Operator-Operating Engineers Joint Apprentice & Training Fund
 Cement Mason- Cement Masons Joint Apprentice & Training Fund
 Teamster - Teamster do not have an apprentice & Training Fund

4. Except for any work identified above, if any bidder or subcontractor shall perform all or part of the work of the contract or deliver and install proposal solely by individual owners, partners or members and not by employees to whom the payment of prevailing rates of wages would be required, check the following box, and identify the owner/operator workforces and positions of ownership.

The requirements of this certification and disclosure are a material part of the contract, and the contractor shall require this certification provision to be included in all approved subcontracts. The bidder is responsible for making a complete report and shall make certain that each type of work or craft job category that will be utilized on the project is accounted for and listed. The Department at any time before or afterward may require the production of a copy of each applicable Certificate of Registration issued by the United States Department of Labor evidencing such participation by the contractor and any or all of its subcontractors. In order to fulfill the participation requirement, it shall not be necessary that any applicable program sponsor be currently taking or that it will take applications for apprenticeship, training or employment during the performance of the work of this contract or deliver and install proposal.

Bidder

Fournie Contracting Co., Inc.

Title

President

Signature & Date

9-11-24

Address	City	State	Zip Code
2700 South Belt West	Belleville	IL	62226

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
City of Belleville	St. Clair	25-00000-08-GM	Various Routes MFT On

4. A bid may be declared unacceptable if neither a unit price or total price is shown.



Local Public Agency	County	Street Name/Road Name	Section Number
City of Belleville	St. Clair	Various Routes	25-00000-08-GM

I, Karen Fournie of Belleville, Illinois
Name of Affiant City of Affiant State of Affiant

being first duly sworn upon oath, state as follows:

1. That I am the President of Fournie Contracting Company, Inc
Officer or Position Bidder
2. That I have personal knowledge of the facts herein stated.
3. That, if selected under the proposal described above, Fournie Contracting Co., Inc will maintain a business office in the
Bidder
 State of Illinois, which will be located in St. Clair County, Illinois.
County
4. That this business office will serve as the primary place of employment for any persons employed in the construction contemplated by this proposal.
5. That this Affidavit is given as a requirement of state law as provided in Section 30-22(8) of the Illinois Procurement Code.

Signature & Date

Karen Fournie

Print Name of Affiant

Karen Fournie

Notary Public

State of IL

County St. Clair

Signed (or subscribed or attested) before me on 9/4/24 by
(date)

Karen Fournie, authorized agent(s) of
(name/s of person/s)

Fournie Contracting Co., Inc.
Bidder



(SEAL)

Notary Public Signature & Date

David Kreher

My commission expires 1/5/2025



Illinois Department of Transportation

Local Public Agency Proposal Bid Bond

Local Public Agency City of Belleville	County St. Clair	Section Number 25-00000-08-GM
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WE, Fournie Contracting Company, Inc. as PRINCIPAL, and Merchants National Bonding, Inc. as SURETY, are held jointly,

severally and firmly bound unto the above Local Public Agency (hereafter referred to as "LPA") in the penal sum of 5% of the total bid price, or for the amount specified in the proposal documents in effect on the date of invitation for bids, whichever is the lesser sum. We bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly pay to the LPA this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said PRINCIPAL is submitting a written proposal to the LPA acting through its awarding authority for the construction of the work designated as the above section.

THEREFORE if the proposal is accepted and a contract awarded to the PRINCIPAL by the LPA for the above designated section and the PRINCIPAL shall within fifteen (15) days after award enter into a formal contract, furnish surety guaranteeing the faithful performance of the work, and furnish evidence of the required insurance coverage, all as provided in the "Standard Specifications for Road and Bridge Construction" and applicable Supplemental Specifications, then this obligation shall become void; otherwise it shall remain in full force and effect.

IN THE EVENT the LPA determines the PRINCIPAL has failed to enter into a formal contract in compliance with any requirements set forth in the preceding paragraph, then the LPA acting through its awarding authority shall immediately be entitled to recover the full penal sum set out above, together with all court costs, all attorney fees, and any other expense of recovery.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this 4th of September 2024

Principal

Company Name

Fournie Contracting Company, Inc.

Signature & Date

By:

Karen Fournie

Title

President

(If Principal is a joint venture of two or more contractors, the company names, and authorized signatures of each contractor must be affixed.)

Name of Surety

Merchants National Bonding, Inc.

Surety

Company Name

Signature & Date

By:

Title

Signature of Attorney-In-Fact Signatures & Date

By:

Trudy Whitrock
Trudy Whitrock 9/4/2024

STATE OF IL

COUNTY OF

David Kreher

, a Notary Public in and for said county do hereby certify that

Karen Fournie

and

Trudy Whitrock

(Insert names of individuals signing on behalf of PRINCIPAL & SURETY)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL and SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instruments as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 4th day of September 2024

Notary Public Signature & Date

David Kreher

Date commission expires 1/5/2025

(SEAL, if required by the LPA)



Local Public Agency

City of Belleville

County

St. Clair

Section Number

25-00000-08-GM

ELECTRONIC BID BOND

Electronic bid bond is allowed (box must be checked by LPA if electronic bid bond is allowed)

The Principal may submit an electronic bid bond, in lieu of completing the above section of the Proposal Bid Bond Form. By providing an electronic bid bond ID code and signing below, the Principal is ensuring the identified electronic bid bond has been executed and the Principal and Surety are firmly bound unto the LPA under the conditions of the bid bond as shown above. (If PRINCIPAL is a joint venture of two or more contractors, an electronic bid bond ID code, company/Bidder name title and date must be affixed for each contractor in the venture.)

Electronic Bid Bond ID Code

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Company/Bidder Name

Signature & Date

Title

Type text here

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Allan Gardner; Brandi L Bullock; Christopher J O'Hagan; Cindy Rohr; Don K Ardolino; Edwin L Politte Jr; Gregory L Stanley; Harold F James; Joel Karsten; Karen Speckhals; Kimberly Ann Connell; Linda S McCarthy; Michael T Reedy; Michelle Wilson; Steven L Krasny; Trudy Whitrock

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

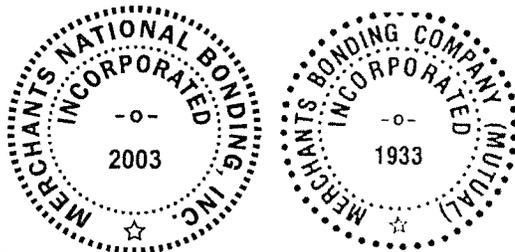
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 3rd day of February, 2024.

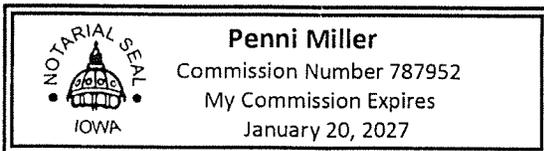


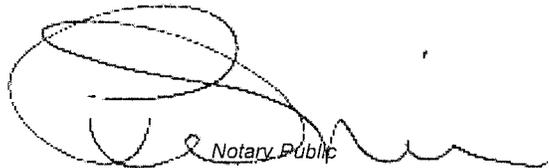
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By 
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 3rd day of February, 2024, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

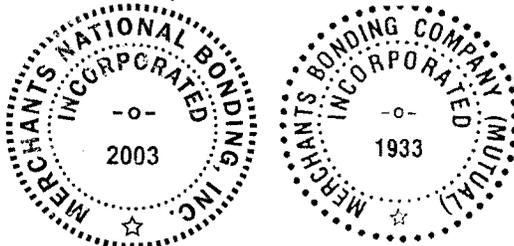



Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 4th day of September, 2024.




Secretary

ZONING BOARD OF APPEALS, CITY OF BELLEVILLE, ILLINOIS

ADVISORY REPORT

Application for Amendment: Seth Piepgrass

Application Filed: 08/02/2024

44-AUG24 SETH PIEPGRASS: Request for a Use Variance to allow for the establishment and operation of a "Performance Venue with Accessory Student Class Venues/Teaching" at the property commonly known as 7500 West Main Street (07-01.0-306-019) located in a "C-1" Light Commercial District (Applicable sections of the zoning code: 162.232, 162.570) Ward 8

Present Zoning: C-1 Light Commercial District

Meeting Held: 08/22/2024

Publication in News Democrat: 08/07/2024

Supporters: None

Objectors: None

Additional public comments: None

Aldermen present: Bryan Whitaker (Ward 1), Lillian Schneider (Ward 1), Raffi Oviaan (Ward 4)

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

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

44-AUG24 SETH PIEPGRASS: A motion was made to APPROVE the Request, with a condition of having a formal parking agreement in place to accommodate off-site parking, for a Use Variance to allow for the establishment and operation of a "Performance Venue with Accessory Student Class Venues/Teaching" at the property commonly known as 7500 West Main Street (07-01.0-306-019) located in a "C-1" Light Commercial District (Applicable sections of the zoning code: 162.232, 162.570) Ward 8 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 of the Zoning Board of Appeals that the requested Use Variance be GRANTED BY A UNANIMOUS VOTE OF ALL MEMBERS PRESENT.

Director

Date

Jenny Meyer

From: Jenny Meyer
Sent: Thursday, September 05, 2024 12:58 PM
To: Keith Owens
Cc: Jason Poole; Jeff Davis; Craig Maue; Lt Rob Thomason (thomasonr@bellevillepolice.org); Michael Schaefer; Stephanie Mills; Curt Lougeay; Jesse Garnica; Niccy Cook; Erin Clifford
Subject: RE: Old Belleville Historical Luminary Walk

Keith:

Per our discussion, please see below for additions to the street closure request for your records.

This will go to Council on September 16th for approval.

Best,

Jenny

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



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

From: Jenny Meyer
Sent: Wednesday, January 31, 2024 9:35 AM
To: Keith Owens <keith.owens@nara.gov>
Cc: Jason Poole <jpoole@belleville.net>; Jeff Davis <jdavis@belleville.net>; Craig Maue <cmaue@belleville.net>; Lt Rob Thomason (thomasonr@bellevillepolice.org) <thomasonr@bellevillepolice.org>; Michael Schaefer <mschaefer@belleville.net>; Stephanie Mills <smills@belleville.net>; Curt Lougeay <clougeay@belleville.net>; Jesse Garnica <jgarnica@belleville.net>; Niccy Cook <ncook@belleville.net>; Madison Faulkner <mfaulkner@belleville.net>; Erin Clifford <eclifford@belleville.net>
Subject: Old Belleville Historical Luminary Walk

Keith:

Staff reviewed the request for the Old Belleville Historical Luminary Walk.

Below is a synopsis of the discussion:

Event:

- Old Belleville Historical Luminary Walk
- Saturday, December 14, 2024
- 12:00pm to 9:00pm
- 10th Anniversary
- ~~Civil War Encampment – Koerner House~~
- ~~12:00pm to 9:00pm~~

Street Closures:

- East Garfield (Mascoutah Ave to Abend St alley)
- 12:00pm to 10:00pm
- Abend Street (Mascoutah Ave to Washington School parking lot entrance)
- **East Monroe at Abend and Survey Street**
- 10:00am to 10:00pm

Public Works:

- Deliver barricades Friday, December 13, 2024
- Organizers responsible to close/re-open streets and place barricades in their drop-off location for pick-up on Monday, December 16, 2024
- Provide street sweeping along Abend and Garfield the week of event
- "No Parking" signage Friday, December 13, 2024

Fire Department:

- Situational awareness

Police Department:

- Situational awareness

Maintenance Department:

- Situational awareness

Communications/Marketing:

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

Miscellaneous:

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

This request will go to City Council on Monday, ~~February 5~~, **September 16**, 2024, 7:00pm, City Hall, Council Chambers, 101 South Illinois Street, Belleville, Illinois.

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

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

Best,

Jenny Meyer

From: Keith Owens <keith.owens@nara.gov>
Sent: Thursday, September 05, 2024 12:44 PM
To: Jenny Meyer
Subject: Re: The Old Belleville Historic Luminary Walk (Question)

This will not effect any new neighbors since we close Abend street at the entrance of Washington School. We will only be going around the corner (onto Monroe) to the first driveway on the right, which is the driveway of the home that is asking to be part of the tour.

On Thu, Sep 5, 2024 at 12:38 PM Jenny Meyer <jmeyer@belleville.net> wrote:

Keith:

Your email can serve as the additional request. Have you talked to all the neighbors affected by the closure to let them know. Wasn't sure if any of them have elsewhere to park.

Please advise.

Jenny

Jennifer Gain Meyer, MS, LEHP

City Clerk

City of Belleville

101 South Illinois Street

Belleville IL 62220

618-233-6810

jmeyer@belleville.net



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

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

https://twitter.com/Belleville_ILL

From: Keith Owens <keith.owens@nara.gov>
Sent: Thursday, September 05, 2024 12:35 PM
To: Jenny Meyer <jmeyer@belleville.net>
Subject: The Old Belleville Historic Luminary Walk (Question)

Morning Jenny,

We have someone interested in having their home open for a tour during the luminary walk, but for the safety of the public, we would have to go down Abend street (past Washington Elementary) and close East Monroe at Abend and at Survey Street. Can our approved request be amended and if so, how do I go about doing that?

The attached map show the current approved route in yellow highlights. The extension (amended) request is the blue line with the red lines as additional street blockades.

Thanks so much Jenny and congrats on your bid as Mayor!

Keith



--

Keith A. Owens

We Clean Dirty Records!

Preservation Specialist / Team Lead (Reformatting Section)

National Personnel Records Center

Room 308



OFFICE USE ONLY

Name of Event: Heroes in our Midst
Date of Event: Mon 11/04/24

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): SWIC Programs + Services for Older Persons (PSOP)

Name of Event: Heroes in our Midst.

Mon

Date of Event: Nov. 4, 2024 Event Starting Time: 10:00 a.m. Event Ending Time: 1:00 p.m.

Street Closure Time: 8:30 a.m.

Street Re-Open Time: 11:00 a.m.

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

Name	Address	Phone	Email
Carla Boswell	201 N. Church St.	618-234-4410 x7036	carla.boswell@swic.edu
Melissa Winkler	201 N. Church St.	618-234-4410 x7042	melissa.winkler@swic.edu

Number of people (100) animals (0) vehicles (50-75) expected to participate.

Describe the event in detail:

Special recognition of our Veterans with the Honor Guard presentation and large flag displayed with the use of the Belleville Fire Dept. trucks + ladders.

Once the event has begun, and all are inside, the fire trucks will be free to leave. - Before 11:00 a.m.

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

No event route. Just the closure of the street to allow the fire trucks space to hang the large flag between their ladders.

OFFICE USE ONLY

Name of Event: Hikes in Our Midst
Date of Event: Mon 11/04/24

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

yes. Please block off the street/block in front of PSDP.
Please barricade of N. Church St. between BST. & C ST.
only from 8:30 to 11:00 on 11/4/24

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: 42 n. end
42 s. end

Comments or Additional Request(s): SWIC certificate of insurance soon to follow. attached!

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.

Carla Boswell
Signature of Person Making Application

Carla Boswell
Printed Name of Person Making Application

201 N. Church St. Belleville, IL 62220
Mailing Address

618-234-4410 x 7036
Phone Number

carla.boswell@swic.edu
E-mail

DATE OF APPLICATION: 8-27-2024

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

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

OFFICE USE ONLY

Name of Event: Hempes in our Midst
Date of Event: Mon 11/04/24

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 checked="" type="checkbox"/> Insurance Certificate	Date Received by City Clerk's Office: <u>08/28/24</u> Scheduled Meeting Date: <u>09/12/24</u> Date Approved by Staff: <u>09/12/24</u> Date on Council Agenda: <u>09/16/24</u> Notification Sent to Event Representative of Council Meeting: <u>09/12/24</u>
<input type="checkbox"/> Approved on: _____ <input type="checkbox"/> Denied on: _____ Notification Sent to Event Representative of Council Approval/Denial on: _____	

STAFF REVIEW SECTION

Police Department: Situational Awareness

APPROVED DENIED DATE: 09/12/24 INITIALS: RT

Fire Department: Situational Awareness
Truck & Flag, Honor Guard

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

Public Works: Road Closure provided as requested

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

Maintenance Department: _____

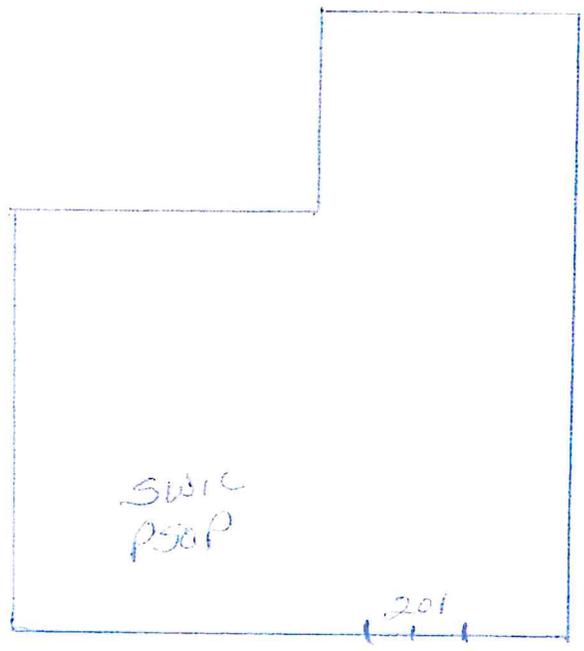
APPROVED DENIED DATE: _____ INITIALS: _____

N. Jackson St.

Alley

E. B St.

E. C St.



SWIC
PSOP

201

(Barricades
from 8:30-11:00
Nov. 4, 2024)

Block-off
Barricades

N. Church St.

Block-off
Barricades

SWIC
PSOP

Parking
Lot

Alley

St. Luke's
Parking Lot

Jenny Meyer

From: Jenny Meyer
Sent: Thursday, September 12, 2024 9:46 AM
To: Boswell, Carla; melissa.winkeler@swic.edu
Cc: Jason Poole; Craig Maue; Jeff Davis; Michael Schaefer; Lt Rob Thomason (thomasonr@bellevillepolice.org); Stephanie Mills; Curt Lougeay; Niccy Cook; Erin Clifford
Subject: Heroes in our Midst

Carla & Melissa:

Staff met regarding Heroes in our Midst.

Below are the comments discussed at the meeting:

Event Details:

- Heroes in our Midst (201 North Church Street)
- Monday, November 4, 2024
- Event Starts: 10:00am
- Events Ends: 1:00pm

Street Closure Request:

- 200 block of North Church between East "B" Street and East "C" Street
- 8:30am – 11:00am

Public Works:

- Post "No Parking" signage on Friday, November 1, 2024 on North Church Street
- Close/Open North Church Street

Police Department:

- Situational Awareness

Fire Department:

- Request for Honor Guard
- Provide Fire Truck with American Flag on North Church Street closure

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) - **PROVIDED**

This request will go to City Council on Monday, September 16, 2024, 7:00pm, City Hall, Council Chambers, 101 South Illinois Street, Belleville, Illinois.

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

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

Best,

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



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

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

https://twitter.com/Belleville_IL



OFFICE USE ONLY
 Name of Event: Paint Historic Belleville
 Date of Event: Sat 09/28/24

SPECIAL EVENT REQUEST

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

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

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

Name(s) of sponsoring organization(s): Belleville Historical Society

Name of Event: "Paint Historic Belleville" Art Auction

Date of Event: 9-28-24 Event Starting Time: 11:00 Event Ending Time: 3:00

Street Closure Time: 10:00 Street Re-Open Time: 4:00

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

Name	Address	Phone	Email
<u>BARRY BELL</u>	[REDACTED]	[REDACTED]	<u>Belleville Historical Society @ gmail.com</u>

Number of people 50? animals 0 vehicles 0 expected to participate.

Describe the event in detail:

Auction of artwork provided by regional artists
Historic Green Inn Belleville

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

[Signature]

OFFICE USE ONLY

Name of Event: Paint Historic Belleville
Date of Event: Sat 09/28/24

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

Yes East Garfield for 50 yards west from
Maslovich Ave

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: 2
- 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: 1 sets (4)

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: [Redacted] Printed Name of Person Making Application: LARRY BEITZ

Mailing Address: 633 East Garfield 62220

Phone Number: [Redacted] E-mail: bellvillehistoricalsociety@gmail.com

DATE OF APPLICATION: 8/28/24

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

OFFICE USE ONLY

Name of Event:

Paint Historic Belleville

Date of Event:

Sat 09/28/24

<p>CHECKLIST (FOR USE BY CITY PERSONNEL ONLY)</p>	<p>EVENT INFORMATION (FOR USE BY CITY PERSONNEL ONLY) Completed application/documentation to be sent to city staff prior to meeting. Meeting will be scheduled with all city staff and a representative of the event.</p>
<p><input checked="" type="checkbox"/> Application</p> <p><input type="checkbox"/> Event Map</p> <p><input checked="" type="checkbox"/> Insurance Certificate</p>	<p>Date Received by City Clerk's Office: <u>08/29/24</u></p> <p>Scheduled Meeting Date: <u>09/12/24</u></p> <p>Date Approved by Staff: <u>09/12/24</u></p> <p>Date on Council Agenda: <u>09/16/24</u></p> <p>Notification Sent to Event Representative of Council Meeting: <u>09/12/24</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: Situational Awareness

APPROVED DENIED DATE: 09/12/24 INITIALS: RT

Fire Department: Situational Awareness

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

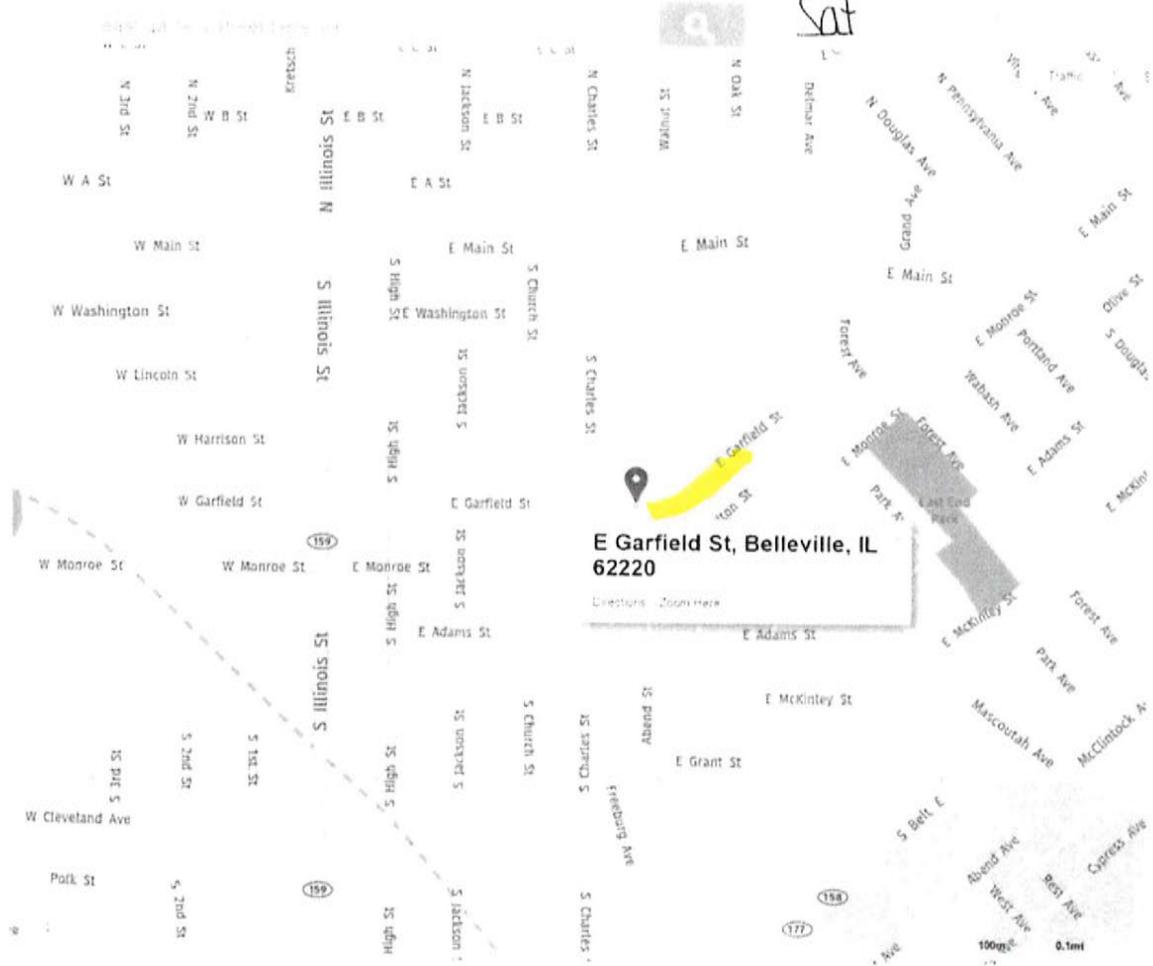
Public Works: Barricades, provide 2 Toters, Street sweeping providing as requested

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

Maintenance Department: _____

APPROVED DENIED DATE: _____ INITIALS: _____

Plein Air Art Festival
Sat



E Garfield St, Belleville, IL 62220
Directions Zoom In

E Garfield closure
W of Mascoutah
E of Abend

Jenny Meyer

From: Jenny Meyer
Sent: Thursday, September 12, 2024 10:01 AM
To: Larry Betz
Cc: Jason Poole; Jeff Davis; Craig Maue; Stephanie Mills; Curt Lougeay; Lt Rob Thomason (thomasonr@bellevillepolice.org); Michael Schaefer; Niccy Cook; Erin Clifford
Subject: Paint Historic Belleville Art Auction

Larry:

Your request was reviewed by staff.

Below is a synopsis of the event:

Event:

- "Paint Historical Belleville" Art Auction
- Saturday, September 28, 2024
- 11:00am to 3:00pm

Street Closure Request:

- East Garfield Street west of Mascoutah Avenue for approximately 50 yards towards Abend
- 10:00am to 4:00pm

Fire Department:

- Situational awareness

Police Department:

- Situational awareness

Maintenance Department:

- Situational awareness

Public Works:

- Barricades delivered Friday, September 27, 2024
- Organizers responsible for placement of barricades for street closure/re-opening
- Organizers responsible to place all barricades in their original drop-off location for pick-up on Monday, September 30, 2024
- "No Parking" signage posted Friday, September 27, 2024
- Deliver 2 trash totes on Friday, September 27, 2024 to 633 East Garfield; organizers to return trash totes to their drop-off location for pick-up on Monday, September 30, 2024
- Street sweeping of East Garfield Street

Miscellaneous:

- **Certificate of Insurance received**

This item will go to City Council, Monday, September 16, 2024, 7:00pm, City Hall, Council Chambers, 101 South Illinois Street, Belleville, IL.

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

If you have any questions, please contact me, Monday through Friday, 8:00am to 5:00pm.

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



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



OFFICE USE ONLY

Event Name: Halloween Block Party

Event Date: Sat 10/19/24

BLOCK PARTY REQUEST

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

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

Name(s) of requester(s): Bounce Properties, LLC

Name of Event: Halloween Block party

Sat Date of Event: 10/19/24 Event Starting Time: 2pm Event Ending Time: 10pm

Street Closure Time: 2pm Street Re-Open Time: 10pm

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

Name	Address	Phone	Email
Ashley Briggs	[REDACTED]	[REDACTED]	ashley@bounceproperties.com
Jared Briggs	[REDACTED]	[REDACTED]	[REDACTED]

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

NAME	ADDRESS	SIGNATURE
Please see attached		

OFFICE USE ONLY

Event Name: Halloween Blk Party

Event Date: Sat 10/19/24

Streets to be closed for event:

N. 36th St. (From West A to mainion)

Does this event require any of the following?

- Trash Containers Yes No Number Requested: 1
- Picnic Tables Yes No Number Requested: 1
- Sanitation Vehicle and Manpower Yes No
- Electric(if available) (note on map location(s)) Yes No Number Requested: _____
- Music Yes No Times: 7pm-9pm
- Barricades Yes No Number Requested: 4

Comments or Additional Request(s): _____

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

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

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

[Redacted Signature]
Signature of Person Making Application

Ashley Briggs
Printed Name of Person Making Application

[Redacted Address]
Mailing Address

[Redacted Address]

[Redacted Phone Number]
Phone Number

Ashley@bauerrentals.com
E-mail

DATE OF APPLICATION: 9/4/24

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

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

OFFICE USE ONLY

Event Name:

Halloween Block Party
Sat 10/19/24

Event Date:

CHECKLIST (FOR USE BY CITY PERSONNEL ONLY)	EVENT INFORMATION (FOR USE BY CITY PERSONNEL ONLY) Completed application/documentation to be sent to city staff prior to meeting. Meeting will then be scheduled with all city staff and a representative of the event.
<input checked="" type="checkbox"/> Application <input type="checkbox"/> Event Map <input type="checkbox"/> Insurance Certificate	Date Received by City Clerk's Office: <u>09/04/24</u> Scheduled Meeting Date: <u>09/22/24</u> Date Approved by Staff: <u>09/22/24</u> Date on Council Agenda: <u>09/16/24</u> Notification Sent to Event Representative of Council Meeting: <u>09/22/24</u>
<input type="checkbox"/> Approved on: _____ <input type="checkbox"/> Denied on: _____ Notification Sent to Event Representative of Council Approval/Denial on: _____	

STAFF REVIEW SECTION

Police Department: Situational Awareness

APPROVED DENIED DATE: 09/12/24 INITIALS: RT

Fire Department: Situational Awareness

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

Public Works: Barricades, 1 toter, 1 Picnic table provided as requested

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

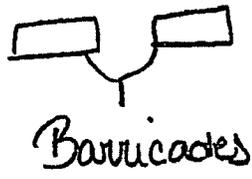
Maintenance Department: _____

APPROVED DENIED DATE: _____ INITIALS: _____

West main

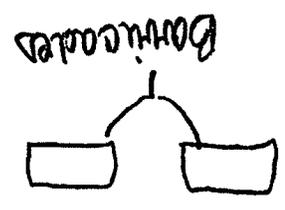
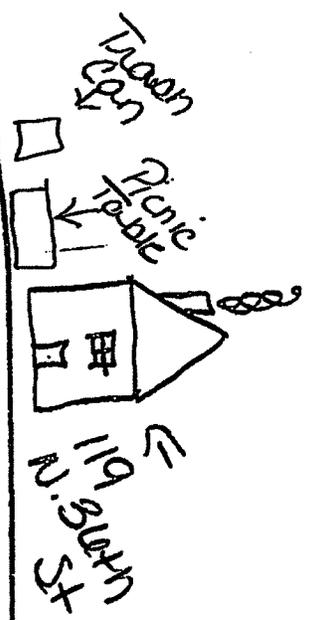
West A

West A



N. 36th St

Party Area



Marion

The driveway at 119 N. 36th
is the only one affected with
the road closer.

2 houses to our left are empty,
2 to the right their driveway
is the alley.

After 9pm we will all be in
our neighbors yard for the
remaining time of the event.

Jenny Meyer

From: Jenny Meyer
Sent: Thursday, September 12, 2024 12:06 PM
To: Ashley Briggs; [REDACTED]
Cc: Jason Poole; Jeff Davis; Craig Maue; Lt Rob Thomason (thomasonr@bellevillepolice.org); Stephanie Mills; Curt Lougeay; Michael Schaefer; Niccy Cook; Erin Clifford
Subject: Bouse Halloween Block Party

Ashley & Jared:

Staff reviewed your request for the Bouse Properties Halloween Block Party.

Below is a synopsis of that meeting for your records:

Event:

- Saturday, October 19, 2024
- 2:00pm to 10:00pm
- North 36th Street

Street Closure:

- North 36th Street between West "A" Street and Marion
- 2:00pm to 10:00pm (at 9:00pm event moves to houses)

Public Works:

- Post "No Parking" signage on Friday, October 18, 2024
- Deliver barricades on Friday, October 18, 2024 and pick-up on Monday, October 21, 2024
- Deliver 1 trash toter on Friday, October 18, 2024 and pick-up on Monday, October 21, 2024 to 119 North 36th Street
- Deliver 1 picnic table on Friday, October 18, 2024 and pick-up on Monday, October 21, 2024 to 119 North 36th Street
- Organizers responsible to open/close streets at approved times
- Organizers responsible to return barricades, picnic tables and trash toters to their drop-off location for pick-up

Police Department:

- Situational awareness

Fire Department:

- Situational awareness

Maintenance Department:

- Situational awareness

Miscellaneous:

- Certificate of Insurance received

Your request goes to City Council for approval on Monday, September 16, 2024, 7:00pm, City Hall, Council Chambers, 101 South Illinois Street, Belleville, Illinois.

Upon their decision a letter will be sent to you.

Any questions, please do not hesitate to contact me.

Best,

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



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

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

https://twitter.com/Belleville_IL



OFFICE USE ONLY
 Event Name: S Penn Block Party
 Event Date: Sun 10/20/24

BLOCK PARTY REQUEST

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

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

Name(s) of requester(s): Annie Harter, Jill Weik
 Name of Event: 300-400 S. Pennsylvania Ave Block Party
Sunday
 Date of Event: 10/20/24 Event Starting Time: 12:00 Event Ending Time: 5:00
 Street Closure Time: 11:30 Street Re-Open Time: 5:30

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

Name	Address	Phone	Email
<u>Jill Weik</u>	[REDACTED]	[REDACTED]	[REDACTED]

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

NAME	ADDRESS	SIGNATURE
<u>Brian Hupp</u>	[REDACTED]	[REDACTED]
<u>Annie Harter</u>	[REDACTED]	[REDACTED]
<u>Lisa Bynals</u>	[REDACTED]	[REDACTED]
<u>ALICIA MCKENSTER</u>	[REDACTED]	[REDACTED]
<u>STEW McANNISTER</u>	[REDACTED]	[REDACTED]
<u>Claudia McEldon</u>	[REDACTED]	[REDACTED]
<u>BREANNY MARTIN</u>	[REDACTED]	[REDACTED]
<u>Kaoda Hupp</u>	[REDACTED]	[REDACTED]
<u>Jill Weik</u>	[REDACTED]	[REDACTED]
<u>Terry Weik</u>	[REDACTED]	[REDACTED]
<u>Sandy Metzger</u>	[REDACTED]	[REDACTED]

OFFICE USE ONLY

Event Name:

Pennsylvania Blk Party
Sun 10/20/24

Event Date:

CHECKLIST (FOR USE BY CITY PERSONNEL ONLY)	EVENT INFORMATION (FOR USE BY CITY PERSONNEL ONLY) Completed application/documentation to be sent to city staff prior to meeting. Meeting will then be scheduled with all city staff and a representative of the event.
<input checked="" type="checkbox"/> Application <input checked="" type="checkbox"/> Event Map <input type="checkbox"/> Insurance Certificate	Date Received by City Clerk's Office: <u>090524</u> Scheduled Meeting Date: <u>091224</u> Date Approved by Staff: <u>091224</u> Date on Council Agenda: <u>091624</u> Notification Sent to Event Representative of Council Meeting: <u>091224</u>
<input type="checkbox"/> Approved on: _____ <input type="checkbox"/> Denied on: _____ Notification Sent to Event Representative of Council Approval/Denial on: _____	

STAFF REVIEW SECTION

Police Department: Situational Awareness

APPROVED DENIED DATE: 09/12/24 INITIALS: RT

Fire Department: Situational Awareness / Leave Northbound lane of Pennsylvania unobstructed

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

Public Works: 4 totes, 8 picnic tables, barricades, No Parking provided as requested

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

Maintenance Department: _____

APPROVED DENIED DATE: _____ INITIALS: _____

Jenny Meyer

From: Jenny Meyer
Sent: Thursday, September 12, 2024 12:33 PM
To: [REDACTED]
Cc: Jason Poole; Jeff Davis; Craig Maue; Michael Schaefer; Lt Rob Thomason (thomasonr@bellevillepolice.org); Stephanie Mills; Curt Lougeay; Niccy Cook; Erin Clifford
Subject: 300 - 400 S Pennsylvania Block Party

Annie & Jill:

Staff reviewed your request for the 300-400 S Pennsylvania Block Party

Below is a synopsis of the event:

Event:

- 300-400 S Pennsylvania Block Party
- Sunday, October 20, 2024
- 12:00pm to 5:00pm

Street Closure:

- Sunday, October 20, 2024
- 11:00am to 5:30pm
- 300 – 400 Block of S Pennsylvania

Public Works:

- Post "No Parking" signage by Friday, October 18, 2024
- Deliver barricades on Friday, October 18, 2024, to 413 S Pennsylvania; Pick-up barricades on Monday, October 21, 2024
- Organizers responsible for closing/opening street at approved times and placing barricades in their drop-off location for pick-up
- Deliver 4 trash toters on Friday, October 18, 2024, to 413 S Pennsylvania; Pick-up trash toters on Monday, October 21, 2024
- Deliver 8 picnic tables on Friday, October 18, 2024, to 413 S Pennsylvania; Pick-up picnic tables on Monday, October 21, 2024

Maintenance Department:

- Situational Awareness

Police Department:

- Situational Awareness

Fire Department:

- Situational Awareness
- Provide lane free of permanent obstructions for emergency vehicle traffic

Communications/PR Department:

- Situational Awareness

Miscellaneous:

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

Your request will go to City Council for final decision on Monday, September 16, 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



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

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

https://twitter.com/Belleville_IL

300-400 Block of S. Pennsylvania
Between McClinton and E. McKinley





OFFICE USE ONLY

Name of Event: All School Class Reunion

Date of Event: Sat 09/28/24

SPECIAL EVENT REQUEST

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

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

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

Name(s) of sponsoring organization(s): Tavern on Main

Name of Event: All School Class Reunion

Date of Event: 9-28-24 Event Starting Time: 4pm Event Ending Time: 11:59pm

Street Closure Time: 4pm Street Re-Open Time: 11:59pm

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

Name	Address	Phone	Email
Herman Lugg	[REDACTED]	[REDACTED]	[REDACTED]
Mark Ongstott	[REDACTED]	[REDACTED]	Tavernonmain618@gmail.com

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

Describe the event in detail:

Annual Class Reunion with Music, food + beverages
Soft Drinks, Beer etc.

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

N/A

OFFICE USE ONLY

Name of Event:

Date of Event:

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

No event route. North Church at E. Main ST + N. Church ST at Alley.

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: 5
 - Picnic Tables Yes No Number Requested: 15
 - Sanitation Vehicle and Manpower Yes No
 - Electric (if available) (note on map location(s)) Yes No Number Requested: _____
 - Music Yes No Times: 7pm - 11pm
 - Barricades Yes No Number Requested: 4
- Comments or Additional Request(s): 2 barricades for each end of Church ST.

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: [Redacted] Printed Name of Person Making Application: Mark Onstott

Mailing Address: 301 E. Main St. Belleville 62220

Phone Number: 618-233-6246 E-mail: Tavern on Main 618 @gmail.com

DATE OF APPLICATION: _____

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

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

OFFICE USE ONLY

Name of Event: All School Class Re
Date of Event: Sept 19/2024

CHECKLIST (FOR USE BY CITY PERSONNEL ONLY)	EVENT INFORMATION (FOR USE BY CITY PERSONNEL ONLY) Completed application/documentation to be sent to city staff prior to meeting. Meeting will be scheduled with all city staff and a representative of the event.
<input checked="" type="checkbox"/> Application <input checked="" type="checkbox"/> Event Map <input checked="" type="checkbox"/> Insurance Certificate	Date Received by City Clerk's Office: _____ Scheduled Meeting Date: <u>09/22/24</u> Date Approved by Staff: <u>09/22/24</u> Date on Council Agenda: <u>09/16/24</u> Notification Sent to Event Representative of Council Meeting: <u>09/22/24</u>
<input type="checkbox"/> Approved on: _____ <input type="checkbox"/> Denied on: _____ Notification Sent to Event Representative of Council Approval/Denial on: _____	

STAFF REVIEW SECTION

Police Department: Situational Awareness

APPROVED DENIED DATE: 09/12/24 INITIALS: RT

Fire Department: Situational Awareness

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

Public Works: 5 totes, Barricades, No Parking, 15 picnic tables provided. Cost for tables to be approximately \$200.

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

Maintenance Department: _____

APPROVED DENIED DATE: _____ INITIALS: _____

Jenny Meyer

From: Jenny Meyer
Sent: Thursday, September 12, 2024 1:46 PM
To: [REDACTED] tavernonmain618@gmail.com
Cc: Jason Poole; Jeff Davis; Craig Maue; Michael Schaefer; Lt Rob Thomason (thomasonr@bellevillepolice.org); Stephanie Mills; Curt Lougeay; Niccy Cook; Erin Clifford
Subject: All School Class Reunion

Mark & Herman:

Staff reviewed your request for the All High School Reunion.

Below is the synopsis for the event:

Event:

- All High School Reunion
- Tavern on Main
- Saturday, September 28, 2024
- 4:00pm to 11:59pm

Street Closure:

- North Church Street from East Main to alley/parking lot entrance
- Paderborn Square
- 4:00pm to 11:59pm

Public Works:

- Deliver barricades for closure by Friday, September 27, 2024 and pick-up Monday, September 30, 2024
- Organizers responsible to close/open street at approved times
- Provide "No Parking" signage by Friday, September 27, 2024
- Deliver 5 trash totes on Friday, September 27, 2024 to Paderborn Square and pick-up Monday, September 30, 2024
- Deliver 15 picnic tables on Saturday, September 27, 2024 and pick-up Monday, September 30, 2024 – tables to be delivered AFTER Belleville Marathon with a maximum cost of \$200.00 to be invoiced after event

Maintenance Department:

- Situational awareness
- No electric available at location

Police Department:

- Situational awareness

Fire 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)

- Special Event Liquor License is required. Please contact Erin Clifford, Mayor's Administrative Assistant, (618) 233-6810, prior to event to obtain license and provide necessary liquor liability insurance

Your request will go to City Council for final decision on Monday, September 16, 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



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

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

https://twitter.com/Belleville_IL



OFFICE USE ONLY
 Name of Event: OP Parish Festival
 Date of Event: Sat 09/06/25

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): Our Lady Queen of Peace

Name of Event: Queen of Peace Parish Festival

Date of Event: 9/6/25 Event Starting Time: 1:00pm Event Ending Time: 11:00pm

Street Closure Time: NA Street Re-Open Time: NA

Sat

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

Name	Address	Phone	Email
Ben Hoffmann	57 Westbury Dr Belleville, IL 62026	618-570-4828	benhoffmann@charter.net ben.hoffmann@qsmallmontel.com

Number of people (3000) animals (—) vehicles (—) expected to participate.

Describe the event in detail:

This is our annual parish festival. We have a bingo and chicken dinner followed by rides and music.

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

This event is handled exclusively on our church's property

OFFICE USE ONLY

Name of Event: St. Patrick's Festival
Date of Event: Sat 09/06/24

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: 30
 - Picnic Tables Yes No Number Requested: 70
 - Sanitation Vehicle and Manpower Yes No
 - Electric (if available) (note on map location(s)) Yes No Number Requested: _____
 - Music Yes No Times: 4pm - 11pm
 - Barricades Yes No Number Requested: 20
- Comments or Additional Request(s): I need two police officers for the evening from 6pm to 11pm

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]
Signature of Person Making Application

Benjamin A Hoffmann
Printed Name of Person Making Application

57 Westbury Drive, Belleville, IL 62226
Mailing Address

618-570-4828
Phone Number

benhoffmann@charter.net
E-mail
ben.hoffmann@grinnellmutual.com

DATE OF APPLICATION: 9/9/24

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

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

OFFICE USE ONLY

Name of Event: OP Parish Festival

Date of Event: Sat 09/06/24

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>09/09/24</u> Scheduled Meeting Date: <u>09/12/24</u> Date Approved by Staff: <u>09/12/24</u> Date on Council Agenda: <u>09/16/24</u> Notification Sent to Event Representative of Council Meeting: <u>09/12/24</u>
<input type="checkbox"/> Approved on: _____ <input type="checkbox"/> Denied on: _____ Notification Sent to Event Representative of Council Approval/Denial on: _____	

STAFF REVIEW SECTION

Police Department: two officers for security

APPROVED DENIED DATE: 09/12/24 INITIALS: RT
Fire Department: Structural Awareness

APPROVED DENIED DATE: 9/12/24 INITIALS: CH
Public Works: 20 Barricades, 70 tables, toters provided as requested @ N/C.

APPROVED DENIED DATE: 9/12/24 INITIALS: JRP
Maintenance Department: _____

APPROVED DENIED DATE: _____ INITIALS: _____

Jenny Meyer

From: Jenny Meyer
Sent: Thursday, September 12, 2024 2:02 PM
To: Ben Hoffmann; Ben Hoffmann
Cc: Jason Poole; Jeff Davis; Craig Maue; Lt Rob Thomason (thomasonr@bellevillepolice.org); Stephanie Mills; Curt Lougeay; Erin Clifford; Niccy Cook; Michael Schaefer
Subject: Queen of Peace Parish Festival

Ben:

Staff reviewed your request for the QP Parish Festival. Below is a synopsis for your records:

Event:

- Queen of Peace Parish Festival
- Saturday, September 6, 2025
- 1:00pm to 11:00pm

Street Closures:

- Not applicable

Police Department:

- Two (2) Officers with an estimated cost of \$650.00; to be invoiced after event
- Hours scheduled 600pm to 1100pm

Public Works Department:

- Deliver 20 barricades by Friday, September 5, 2025. Organizers to place barricades back in their drop-off location for pick-up on Monday, September 8, 2025
- Deliver 70 picnic tables on Friday, September 5, 2025. Organizers to place picnic tables back in their drop-off location for pick-up on Monday, September 8, 2025
- Deliver 30 trash totes on Friday, September 5, 2025. Organizers to place totes in parking lot for pick-up on Monday, September 8, 2025

Maintenance Department:

- Situational awareness

Fire Department:

- Situational awareness

Miscellaneous:

- Contact Erin Clifford, Mayor's Office, 618-233-6810, Monday through Friday, 8:00am to 5:00pm to obtain a Special Event Liquor License, if applicable.

This request will go to City Council, Monday, September 16, 2024, 7:00pm, Council Chambers, 101 South Illinois Street, Belleville, Illinois.

Upon the final decision by Council, a letter will be sent via email.

Best,

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



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

FACILITY USE AGREEMENT

This Facility Use Agreement (“Agreement”) is entered into by and between the City of Belleville, Illinois (“City”) and **Greater Belleville Chamber of Commerce** (“User”).

RECITALS

WHEREAS, User desires to utilize non-exclusive building space within the City for arts and/or festival use(s);

WHEREAS, the City desires to provide User with non-exclusive building space at City property located at 30 Public Square, Belleville, Illinois (hereinafter referred to as the “Property”), under the conditions and provisions set forth hereinafter.

NOW, THEREFORE, in consideration of the mutual promises of the parties set forth hereinafter, it is agreed by and between the parties hereto as follows:

1. Premises and Occupancy. The City shall provide User with non-exclusive building space on the Property, specifically the area delineated on Exhibit A attached hereto and incorporated herein by this reference (hereinafter referred to as the “Premises”), for the term of this Agreement. User’s access and use of the Premises shall be limited to hours identified by the City. The City may also utilize the Property for regular City operations at any and all dates/times. City shall provide all utilities at the Premises.

2. Use. The Premises shall be used by User solely for its arts and/or festival use(s), and for no other purposes or use without the City’s written consent in its sole and absolute discretion. Furthermore, without the prior written consent of the City in its sole and absolute discretion, User shall not make any physical improvements and alterations to the Premises. User shall keep the Premises in good order and will surrender the premises upon expiration or termination of this Agreement, in as good condition as received, ordinary wear and tear excepted, and excepting damage by fire, or unavoidable accident, or causes not due to User’s negligence, and excepting damage by act of God.

3. Term. The term of this Agreement shall from **Friday, October 11, 2024** to **Sunday, October 13, 2024**, unless terminated sooner as provided herein. Either party may terminate this Agreement for cause upon ten (10) days written notice to the other party; such “cause” for termination is a breach of this Agreement that is not cured within seven (7) days written notice thereof from the other party. Furthermore, either party may terminate this Agreement without cause upon twenty (20) days written notice to the other party.

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

deliberate. The cost of such damages will be based on the repair or replacement cost, the choice of which is at the discretion of the City.

5. Insurance. User shall maintain insurance coverage with limits of at least One Million Dollars (\$1,000,000.00) against personal injury and/or property loss, naming the City as an additional insured, and proof/verification of same shall be submitted in writing to the City upon execution of this Agreement. Such insurance coverage shall be primary, non-contributory and include a waiver of subrogation in favor of the City. User shall further maintain worker's compensation coverage as required by law.

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

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

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

If to User: Wendy Pfeil
Greater Belleville Chamber of Commerce
216 East "A" Street
Belleville IL 62220

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

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

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

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

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

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

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

In witness whereof, the parties have executed this Agreement on this 16th day of September, 2024.

OKTOBERFEST COMMITTEE

CITY OF BELLEVILLE, ILLINOIS

By: _____
Wendy Pfeil
Executive Director

By: _____
Patty Gregory
Mayor

Attest: _____
Jennifer Gain Meyer
City Clerk

FACILITY USE AGREEMENT

This Facility Use Agreement (“Agreement”) is entered into by and between the City of Belleville, Illinois (“City”) and **Oktoberfest Committee** (“User”).

RECITALS

WHEREAS, User desires to utilize non-exclusive building space within the City for arts and/or festival use(s);

WHEREAS, the City desires to provide User with non-exclusive building space at City property located at 30 Public Square, Belleville, Illinois (hereinafter referred to as the “Property”), under the conditions and provisions set forth hereinafter.

NOW, THEREFORE, in consideration of the mutual promises of the parties set forth hereinafter, it is agreed by and between the parties hereto as follows:

1. Premises and Occupancy. The City shall provide User with non-exclusive building space on the Property, specifically the area delineated on Exhibit A attached hereto and incorporated herein by this reference (hereinafter referred to as the “Premises”), for the term of this Agreement. User’s access and use of the Premises shall be limited to hours identified by the City. The City may also utilize the Property for regular City operations at any and all dates/times. City shall provide all utilities at the Premises.

2. Use. The Premises shall be used by User solely for its arts and/or festival use(s), and for no other purposes or use without the City’s written consent in its sole and absolute discretion. Furthermore, without the prior written consent of the City in its sole and absolute discretion, User shall not make any physical improvements and alterations to the Premises. User shall keep the Premises in good order and will surrender the premises upon expiration or termination of this Agreement, in as good condition as received, ordinary wear and tear excepted, and excepting damage by fire, or unavoidable accident, or causes not due to User’s negligence, and excepting damage by act of God.

3. Term. The term of this Agreement shall from **Tuesday, September 17, 2024** to **Friday, September 27, 2024**, unless terminated sooner as provided herein. Either party may terminate this Agreement for cause upon ten (10) days written notice to the other party; such “cause” for termination is a breach of this Agreement that is not cured within seven (7) days written notice thereof from the other party. Furthermore, either party may terminate this Agreement without cause upon twenty (20) days written notice to the other party.

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

deliberate. The cost of such damages will be based on the repair or replacement cost, the choice of which is at the discretion of the City.

5. Insurance. User shall maintain insurance coverage with limits of at least One Million Dollars (\$1,000,000.00) against personal injury and/or property loss, naming the City as an additional insured, and proof/verification of same shall be submitted in writing to the City upon execution of this Agreement. Such insurance coverage shall be primary, non-contributory and include a waiver of subrogation in favor of the City. User shall further maintain worker's compensation coverage as required by law.

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

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

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

If to User: Cari Frick
Oktoberfest Committee
PO Box 7992
Belleville IL 62222

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

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

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

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

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

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

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

In witness whereof, the parties have executed this Agreement on this 16th day of September, 2024.

OKTOBERFEST COMMITTEE

CITY OF BELLEVILLE, ILLINOIS

By: _____

Cari Frick
Executive Director

By: _____

Patty Gregory
Mayor

Attest: _____

Jennifer Gain Meyer
City Clerk

FACILITY USE AGREEMENT

This Facility Use Agreement (“Agreement”) is entered into by and between the City of Belleville, Illinois (“City”) and **Metro East Pride of Southwestern Illinois** (“User”).

RECITALS

WHEREAS, User desires to utilize non-exclusive building space within the City for arts and/or festival use(s);

WHEREAS, the City desires to provide User with non-exclusive building space at City property located at 30 Public Square, Belleville, Illinois (hereinafter referred to as the “Property”), under the conditions and provisions set forth hereinafter.

NOW, THEREFORE, in consideration of the mutual promises of the parties set forth hereinafter, it is agreed by and between the parties hereto as follows:

1. Premises and Occupancy. The City shall provide User with non-exclusive building space on the Property, specifically the area delineated on Exhibit A attached hereto and incorporated herein by this reference (hereinafter referred to as the “Premises”), for the term of this Agreement. User’s access and use of the Premises shall be limited to hours identified by the City. The City may also utilize the Property for regular City operations at any and all dates/times. City shall provide all utilities at the Premises.

2. Use. The Premises shall be used by User solely for its arts and/or festival use(s), and for no other purposes or use without the City’s written consent in its sole and absolute discretion. Furthermore, without the prior written consent of the City in its sole and absolute discretion, User shall not make any physical improvements and alterations to the Premises. User shall keep the Premises in good order and will surrender the premises upon expiration or termination of this Agreement, in as good condition as received, ordinary wear and tear excepted, and excepting damage by fire, or unavoidable accident, or causes not due to User’s negligence, and excepting damage by act of God.

3. Term. The term of this Agreement shall from **Friday, October 4, 2024** to **Monday, October 7, 2024**, unless terminated sooner as provided herein. Either party may terminate this Agreement for cause upon ten (10) days written notice to the other party; such “cause” for termination is a breach of this Agreement that is not cured within seven (7) days written notice thereof from the other party. Furthermore, either party may terminate this Agreement without cause upon twenty (20) days written notice to the other party.

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

deliberate. The cost of such damages will be based on the repair or replacement cost, the choice of which is at the discretion of the City.

5. Insurance. User shall maintain insurance coverage with limits of at least One Million Dollars (\$1,000,000.00) against personal injury and/or property loss, naming the City as an additional insured, and proof/verification of same shall be submitted in writing to the City upon execution of this Agreement. Such insurance coverage shall be primary, non-contributory and include a waiver of subrogation in favor of the City. User shall further maintain worker's compensation coverage as required by law.

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

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

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

If to User: D.L. Salisbury, Jr.
Metro East Pride of SW IL
PO Box 794
Belleville IL 62222

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

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

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

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

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

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

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

In witness whereof, the parties have executed this Agreement on this 16th day of September, 2024.

OKTOBERFEST COMMITTEE

CITY OF BELLEVILLE, ILLINOIS

By: _____
D.L. Salisbury, Jr
President

By: _____
Patty Gregory
Mayor

Attest: _____
Jennifer Gain Meyer
City Clerk

RESOLUTION NO. 3520

A RESOLUTION AUTHORIZING BANK LOAN FOR TWO SANITATION TRUCKS

WHEREAS, in order to purchase two Sanitation Trucks, the City of Belleville ("City") desires to enter into a Loan Agreement ("Loan") dated on or about September 17, 2024 with Busey Bank in the amount of Four Hundred Eighteen Thousand One Hundred Ten Dollars and Zero Cents (\$418,110.00), payable over a period of no more than forty eight (48) months at 3.90% annual interest rate, plus a loan fee of Five Hundred Dollars (\$500.00), subject to a lien on the Sanitation Trucks as collateral for the Loan;

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

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

Section 1. This City Council hereby authorizes, empowers and directs the Mayor to execute on its behalf the Loan documents and any addenda, schedule, notes, UCC financing statements or other instruments issued under the provision of the Loan dated on or about September 17, 2024 with Busey Bank in the amount of Four Hundred Eighteen Thousand One Hundred Ten Dollars and Zero Cents (\$418,110.00), payable over a period of no more than forty eight (48) months at 3.90% annual interest rate, plus a loan fee of Five Hundred Dollars (\$500.00), subject to a lien on the Sanitation Trucks as collateral for the Loan, and any other instrument or document which may be necessary or expedient in connection with agreement upon or fulfillment of the provisions of the Loan.

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

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

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

PASSED by the City Council of the City of Belleville, Illinois, on this 16th day of September, 2024 on the following roll call vote:

	<u>AYE</u>	<u>NAY</u>
Lillian Schneider	_____	_____
Bryan Whitaker	_____	_____
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 17th day of September, 2024.

MAYOR PATTY GREGORY

ATTEST:

CITY CLERK JENNIFER GAIN MEYER

ORDINANCE NO. 9315-2024

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

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

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

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

Section 1. That Chapter 76 (Parking Schedules), Schedule VII (Handicap Parking), is hereby amended by creating a handicap parking area at the following location:

Location: The front of property commonly known as 409 North 7th Street (in the name of the applicant only)

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

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

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

PASSED by the City Council of the City of Belleville, Illinois, on this 16th day of September, 2024 on the following roll call vote:

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

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

APPROVED by the Mayor of the City of Belleville, Illinois this 17th day of September, 2024.

PATTY GREGORY, MAYOR

ATTEST:

JENNIFER GAIN MEYER, CITY CLERK

ORDINANCE NO. 9316-2024

**AN ORDINANCE AMENDING ARTICLE VII (TRAFFIC CODE),
CHAPTER 73 (GENERAL RULES FOR DRIVING) OF THE REVISED
ORDINANCES OF THE CITY OF BELLEVILLE, ILLINOIS AS
AMENDED, BY AMENDING PORTIONS OF SECTIONS THEREOF**

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

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

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

Section 1. That Chapter 73.16 (Speed Restrictions), Section (D)(1)(2)(3) (Special Speed Limit While Passing School), is hereby amended by posting a sign indicating a school zone and the maximum speed limit in effect during school days when school children are present at the following location:

Location: Commons Parkway from North Greenmount to Autumn Harvest.

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

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

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

PASSED by the City Council of the City of Belleville, Illinois, on this 16th day of September, 2024 on the following roll call vote:

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

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

APPROVED by the Mayor of the City of Belleville, Illinois this 17th day of September, 2024.

PATTY GREGORY, MAYOR

ATTEST:

JENNIFER GAIN MEYER, CITY CLERK

ORDINANCE NO. 9317-2024

A ZONING ORDINANCE IN RE CASE #44-AUG24-

Seth Piepgrass

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 allow for the establishment and operation of a “Performance Venue with Accessory Student Class Venues/Teaching” at the property commonly known as 7500 West Main Street (07-01.0-306-019) located in a “C-1” Light Commercial District. (Applicable sections of the zoning code: 162.232, 162.570) Ward 8.

Whereas, a public hearing was held on August 22, 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 allow for the establishment and operation of a “Performance Venue with Accessory Student Class Venues/Teaching” at the property commonly known as 7500 West Main Street (07-01.0-306-019) located in a “C-1” Light Commercial District is hereby granted subject to the condition identified below. (Applicable sections of the zoning code: 162.247, 162.570) Ward 8.

- 1. A formal parking agreement must be in place to accommodate off-site parking prior to an occupancy permit being issued.**

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 16th day of September, 2024 on the following roll call vote:

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

APPROVED by the Mayor of the City of Belleville, Illinois this 17th day of September, 2024.

PATTY GREGORY, MAYOR

ATTEST:

JENNIFER GAIN MEYER, CITY CLERK

ORDINANCE NO. 9318-2024

AN ORDINANCE APPROVING AMENDMENT TO THE ESTIMATED DATE OF COMPLETION OF REDEVELOPMENT PROJECTS FOR THE DRAKE ROAD TAX INCREMENT FINANCING REDEVELOPMENT PROJECT AREA (TIF 13)

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

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

WHEREAS, pursuant to the Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4-1 et seq.) ("TIF Act"), as amended, this City Council, by Ordinance Nos. 6333, 6334 and 6335, adopted and approved a redevelopment plan entitled "Drake Road Redevelopment Area Tax Increment Redevelopment Plan" ("Original Redevelopment Plan"), designated a redevelopment project area for a certain portion of the City identified as the "Drake Road Tax Increment Financing Redevelopment Project Area" and commonly referred to as TIF 13 ("Project Area") and adopted tax increment financing for said Project Area; and

WHEREAS, Section V.C. of the Original Redevelopment Plan, entitled "Completion of Redevelopment Project", currently provides:

"The estimated date for the completion of the Redevelopment Plan shall be no later than twenty-three years from the adoption of the ordinance approving the Redevelopment Project Area by the City."

WHEREAS, Section 1.g. of Ordinance No. 6333 currently provides:

"The estimated date for final completion of the Drake Road Redevelopment Project is twenty-three (23) years from the effective date of this Ordinance."

WHEREAS, Section 11-74.4-3.5(a) of the TIF Act provides:

"Unless otherwise stated in this Section, the estimated dates of completion of the redevelopment project and retirement of obligations issued to finance redevelopment project costs (including refunding bonds under Section 11-74.4-7) 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 this Act, is to be made with respect to ad valorem taxes levied in the 23rd calendar year after the year in which the ordinance approving the redevelopment project area was adopted if the ordinance was adopted on or after January 15, 1981." 65 ILCS 5/11-74.4-3.5(a).

WHEREAS, Section 11-74.4-3(n)(3) of the TIF Act provides:

The redevelopment plan establishes the estimated dates of completion of the “redevelopment project and retirement of obligations issued to finance redevelopment project costs. Those dates may not be later than the dates set forth under Section 11-74.4-3.5.

A municipality may by municipal ordinance amend an existing redevelopment plan to conform to this paragraph (3) as amended by Public Act 91-478, which municipal ordinance may be adopted without further hearing or notice and without complying with the procedures provided in this Act pertaining to an amendment to or the initial approval of a redevelopment plan and project and designation of a redevelopment project area.” 65 ILCS 5/11-74.4-3(n)(3).

WHEREAS, as authorized by Section 11-74.4-3(n)(3) of the TIF Act, this City Council desires to revise the estimated date of completion of redevelopment projects and retirement obligations of its TIF 13 Project Area, consistent with Section 11-74.4-3.5(a) of the TIF Act.

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

Section 1. Section V.C. of the Original Redevelopment Plan entitled “Estimated Dates of Completion of Redevelopment Project” is hereby amended by entirely deleting and replacing it with the following:

“The estimated date for the completion of redevelopment projects or retirement of obligations issued shall not be later than December 31 of the year in which the payment to the City Treasurer as provided in Section 11-74.4-8(b) of the Act is to be made with respect to ad valorem taxes levied in the twenty-third (23rd) calendar year after the year in which the ordinance approving the Redevelopment Project Area is adopted.”

Section 2. Ordinance No. 6333 is also hereby amended by entirely deleting Section 1.g. thereof and replacing it with the following:

“The estimated date for the completion of redevelopment projects or retirement of obligations issued shall not be later than December 31 of the year in which the payment to the City Treasurer as provided in Section 11-74.4-8(b) of the Act is to be made with respect to ad valorem taxes levied in the twenty-third (23rd) calendar year after the year in which the ordinance approving the Redevelopment Project Area is adopted.”

Section 3. The City Clerk is hereby directed to notify the County Clerk and all pertinent taxing districts of the amendment under this Ordinance.

Section 4. That conflicting Ordinances or pertinent portions thereof in force the time this takes effect are hereby repealed.

Section 5. Pursuant to Section 1-2-4 of the Illinois Municipal Code (65 ILCS 5/1-2-4), this Ordinance shall take effect immediately upon its passage and approval, due to the timing of the current estimated date of completion, and same shall further be published in pamphlet form for at least ten (10) days as notice of same, all as provided by law.

PASSED by the City Council of the City of Belleville, Illinois, on this 16th day of September, 2024 on the following roll call vote:

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

APPROVED by the Mayor of the City of Belleville, Illinois this 17th day of September, 2024.

PATTY GREGORY, MAYOR

ATTEST:

JENNIFER GAIN MEYER, CITY CLERK

SYS DATE:09/10/24

CITY OF BELLEVILLE
C L A I M S H E E T
Monday September 16,2024

SYS TIME:16:39
[NCS]
PAGE 9

VENDOR #	NAME	DEPT.	AMOUNT
=====			
13	MOTOR FUEL TAX FUND		
CH058	CHRIST BROS. PRODUCTS LLC	13-00	2,616.60
EN030	ENERGY CULVERT COMPANY	13-00	3,788.35
	**TOTAL		----- 6,404.95
	13 MOTOR FUEL TAX FUND	GRAND TOTAL	6,404.95